**STATE OF TEXAS** 

§ §

**COUNTY OF FORT BEND** 

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# AGREEMENT FOR LANDSCAPING SERVICES PURSUANT TO CHOICE PARTNERS 24/048MR

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

#### WITNESSETH

WHEREAS, County desires that Contractor provide landscaping services at various locations for the County as will be more specifically described in this Agreement (hereinafter "Services") pursuant to Choice Partners 24/084MR; and

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

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

#### **AGREEMENT**

# **Section 1. Recitals**

The recitals set forth above are incorporated herein by reference and made a part of this Agreement.

#### **Section 2. Scope of Services**

Contractor will render Services to County as described in Exhibit A and in accordance with the specifications and requirements of Choice Partners Contract No. 24/048MR. Any Services to be performed by Contractor for County must be scheduled at least two weeks in advance with the County's Facilities Maintenance Department, or as mutually agreed by the parties. The County's Facilities Maintenance Department may be contacted between the hours of 8:00 a.m. and 5:00 p.m., excluding County holidays or other County closures, at (281) 238-3565 concerning the scheduling of any Service.

All performance of the Scope of Services by Contractor including any changes in the Scope of Services and revision of work satisfactorily performed will be performed only when approved in advance and authorized by County.

# Section 3. Personnel

A. Contractor represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Scope of Services required under this Agreement and that Contractor shall furnish and maintain, at its own expense, adequate and

- sufficient personnel, in the opinion of County, to perform the Scope of Services when and as required and without delays.
- B. All employees of Contractor shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Contractor who, in the opinion of County, is incompetent or by his conduct becomes detrimental to the project shall, upon request of County, immediately be removed from association with the project.

#### Section 4. Compensation and Payment

- A. Contractor's fees shall be calculated at the rates set forth in the attached Exhibit A pursuant to Choice Partners 24/084MR. The Maximum Compensation for the performance of Services within the Scope of Services described in Exhibit A is Three Hundred Forty-five Thousand Seven Hundred Sixty-four and 00/100 dollars (\$345,764.00). In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without an approved change order
- B. Contractor understands and agrees that the Maximum Compensation stated is an all-inclusive amount and no additional fee, cost or reimbursed expense shall be added whatsoever to the fees stated in the Exhibit(s).
- C. All performance of the Scope of Services by Contractor including any changes in the Scope of Services and revision of work satisfactorily performed will be performed only when approved in advance and authorized by County.
- D. County will pay Contractor based on the following procedures: Upon completion of the tasks identified in the Scope of Services, Contractor shall submit to County two (2) original copies of invoices showing the amounts due for services performed in a form acceptable to County. Contractor may submit electronically via: <a href="majorage-aparticle-aparti

# Section 5. Limit of Appropriation

- A. Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of Three Hundred Forty-five Thousand Seven Hundred Sixty-four and 00/100 dollars (\$345,764.00), specifically allocated to fully discharge any and all liabilities County may incur.
- B. 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 Three Hundred Forty-five Thousand Seven Hundred Sixty-four and 00/100 dollars (\$345,764.00).

C. 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.

#### Section 6. Time of Performance or Term

This Agreement is effective as of October 1, 2024 and shall terminate on September 30, 2025 unless sooner terminated in accordance with this Section. This Agreement does not automatically renew.

# **Section 7. Termination**

- A. Termination for Convenience: County may terminate this Agreement at any time upon thirty (30) days written notice issued by the County Judge or the Department Head.
- B. Termination for Default
  - 1. County may terminate the whole or any part of this Agreement for cause in the following circumstances:
    - a. If Contractor fails to perform services within the time specified in the Scope of Services or any extension thereof granted by the County in writing;
    - b. If Contractor materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to County's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from County specifying such breach or failure.
  - 2. If, after termination, it is determined by County that for any reason whatsoever that Contractor was not in default, or that the default was excusable, services may continue in accordance with the terms and conditions of this Agreement or the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County in accordance with Section 7(A) above.
- C. Upon termination of this Agreement, County shall compensate Contractor in accordance with Section 4, above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County. Contractor's final invoice for said services will be presented to and paid by County in the same manner set forth in Section 4 above.
- D. If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Contractor.

#### Section 8. Modifications and Waivers

- A. The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.
- B. No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition.
- C. The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.

# Section 9. Ownership and Reuse of Documents

All documents, data, reports, research, graphic presentation materials, etc., developed by Contractor as a part of its work under this Agreement, shall become the property of County upon completion of this Agreement, or in the event of termination or cancellation thereof, at the time of payment under Section 4 for work performed. Contractor shall promptly furnish all such data and material to County on request.

# Section 10. Inspection of Books and Records

Contractor will permit County, or any duly authorized agent of County, to inspect and examine the books and records of Contractor for the purpose of verifying the amount of work performed under the Scope of Services. County's right to inspect survives the termination of this Agreement for a period of four years.

#### **Section 11. Insurance**

- A. Prior to commencement of the Services, 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. 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:
  - 1. Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
  - 2. 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.
  - 3. 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.

- 4. 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. For Commercial General Liability, the County shall be named as an Additional Insured on a Primary & Non-Contributory basis.
- 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.

# Section 12. 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. THE PARTIES AGREE THAT THIS INDEMNIFICATION PROVISION SHALL APPLY DURING THE PERFORMANCE OF SERVICES AS WELL AS DURING THE PERORMANCE OF ANY CONTINUING OBLIGATIONS THAT MAY EXIST (IF ANY) AFTER THE EXPIRATION OF THIS AGREEMENT.

# Section 13. Confidential and Proprietary Information

A. Contractor acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by Contractor or its employees or agents from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated with respect to confidentiality in the same manner

as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Contractor) publicly known or is contained in a publicly available document; (b) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c) is independently developed by employees or agents of Contractor who can be shown to have had no access to the Confidential Information.

- B. Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Contractor shall advise County immediately in the event Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Contractor will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Contractor against any such person. Contractor agrees that, except as directed by County, Contractor will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, Contractor will promptly turn over to County all documents, papers, and other matter in Contractor's possession which embody Confidential Information.
- C. Contractor acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.
- D. Contractor in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.
- E. 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 Consultant 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. The terms and conditions of the Agreement are not proprietary or confidential information.

# **Section 14. Independent Contractor**

- A. 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.
- B. 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.

# Section 15. Notices

- A. Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).
- B. Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

County: Fort Bend County

Attn: County Judge 401 Jackson St.

Richmond, Texas 77469

With a copy to: Fort Bend County Facilities Management and Planning

Attn: Director

301 Jackson St., Ste. 301 Richmond. Texas 77469

Contractor: Yellowstone Landscape

10892 Shadow Wood Drive Houston, Texas 77043

- C. Notice is effective only if the party giving or making the Notice has complied with subsections 15(A) and 15(B) and if the addressee has received the Notice. A Notice is deemed received as follows:
  - 1. If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.
  - 2. If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

# Section 16. Compliance with Laws

Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, Contractor shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

# **Section 17. Performance Warranty**

- A. 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.
- B. Contractor warrants to County that the Services will be free from material errors and will materially conform to all requirements and specifications contained in the attached Exhibit A.

# Section 18. Assignment and Delegation

- A. Neither party may assign any of its rights under this Agreement, except with the prior written consent of the other party. That party shall not unreasonably withhold its consent. All assignments of rights by Contractor are prohibited under this subsection, whether they are voluntarily or involuntarily, without first obtaining written consent from County.
- B. Neither party may delegate any performance under this Agreement.
- C. Any purported assignment of rights or delegation of performance in violation of this Section is void.

# Section 19. 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.

#### Section 20. Successors and Assigns

County and Contractor bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement.

# Section 21. Third Party Beneficiaries

This Agreement does not confer any enforceable rights or remedies upon any person other than the parties.

# Section 22. Severability

If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

# Section 23. Publicity

Contact with citizens of Fort Bend County, media outlets, or governmental agencies shall be the sole responsibility of County. Under no circumstances whatsoever, shall Contractor release any material or information developed or received in the performance of the Services hereunder without the express written permission of County, except where required to do so by law.

# Section 24. Captions

The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

#### **Section 25. Conflict**

In the event there is a conflict between this Agreement and the attached exhibit, this Agreement controls.

**Section 26.** Certain State Law Requirements for Contracts For purposes of section 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Contractor hereby verifies that Contractor and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:

- A. Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.
- B. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in section 808.001 of the Texas Government Code.
- C. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in section 809.001 of the Texas Government Code.
- D. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in section 2274.001(3) of the Texas Government Code.

"Firearm entity" and "firearm trade association" have the meanings provided in section 2274.001(6) and (7) of the Texas Government Code.

# Section 27. Human Trafficking

BY ACCEPTANCE OF CONTRACT, CONTRACTOR ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS

# Section 28. Entire Agreement

This executed instrument is understood and intended to be the final expression of the parties' agreement and is a complete and exclusive statement of the terms and conditions with respect thereto, superseding all prior agreements or representations, oral or written, and all other communication between the parties relating to the subject matter of this agreement. Any oral representations or modifications concerning this instrument shall be of no force or effect excepting a subsequent modification in writing signed by all the parties hereto.

{Remainder of Page Intentionally Left Blank}

{Execution Page to Follow}

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. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

FORT BEND COUNTY	YELLOWSTONE LANDSCAPE
KP George County Judge	Authorized Agent- Signature
	Chris Cathey
Date	Authorized Agent- Printed Name
ATTEST:	Sr. Business Development Manager
	Title
	11/06/2024
Laura Richard, County Clerk	Date
	DITOR'S CERTIFICATE  ailable in the amount of \$ to accomplish and nder this contract.
	Robert Ed Sturdivant, County Auditor

i:\agreements\2025 agreements\purchasing\facilities\yellowstone landscape (25-fac-100209)\agreement for landscaping svcs fy2025 (kcj - 11.04.2024)

# **EXHIBIT A**

(Follows Behind)



10892 Shadow Wood Drive Houston, TX 77043

www.yellowstonelandscape.com

# Jane Long Building Fort Bend County

500 Liberty St Richmond, TX 77469

October 1, 2024

# **GROUNDS MAINTENANCE PROPOSAL: Choice Partners Contract No.24/048MR**

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 property area.
- 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
- Trim Tree Canopies to Max 8'
- Irrigation Inspections

# **GROUNDS MAINTENANCE BID**

Yellowstone Landscape proposes the following for the mowing maintenance services for Jane Long Building

**Monthly Cost** 

\$ 1,222.00

Total	Yearly Cost	\$14,664.00
<u>Irrigation Inspections</u> (12 Inspections)	Per Inspection Cost: Annual Cost:	\$ 102.00 \$ 1,224.00
Weekly Areas (42 visits)	Per Visit Cost: Annual Cost:	\$ 320.00 \$13,440.00

(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	4	5	4	2	2	42
Irrigation Inspections	1	1	1	1	1	1	1	1	1	1	1	1	12



10892 Shadow Wood Drive Houston, TX 77043

www.yellowstonelandscape.com

# **Appraisal Office Fort Bend County**

2801 B F Terry Blvd Rosenberg, TX

October 1, 2024

# **GROUNDS MAINTENANCE PROPOSAL: Choice Partners Contract No. 24/048MR**

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 property area.
- 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
- Trim Tree Canopies to Max 8'
- Irrigation Inspections

# **GROUNDS MAINTENANCE BID**

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

**Monthly Cost** 

\$ 1,127.50

<u>Total</u>	Yearly Cost	\$13,530.00
<u>Irrigation Inspections</u> (12 Inspections)	Per Inspection Cost: Annual Cost:	\$ 102.00 \$ 1,224.00
Weekly Areas (42 visits)	Per Visit Cost: Annual Cost:	\$ 293.00 \$12,306.00

Submitted by: Chris Cathey

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



10892 Shadow Wood Drive Houston, TX 77043

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# **Emergency Operations Center**

Fort Bend County 307 Fort St Richmond, TX 77469

October 1, 2024

# **GROUNDS MAINTENANCE PROPOSAL: Choice Partners Contract No.24/048MR**

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 property area.
- 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
- Trim Tree Canopies to Max 8'
- Irrigation Inspections

# **GROUNDS MAINTENANCE BID**

Yellowstone Landscape proposes the following for the mowing maintenance services for Fort Bend County Emergency Operation Center:

Weekly Areas (42 visits)	Per Visit Cost: Annual Cost:	\$ 397.00 \$16,674.00
<u>Irrigation Inspections</u> (12 Inspections)	Per Inspection Cost: Annual Cost:	\$ 300.00 \$ 3,600.00
<u>Total</u>	Yearly Cost Monthly Cost	\$20,274.00 \$ 1,689.50

Submitted by: Chris Cathey

Fort Bend County Emergency Operations Center 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



10892 Shadow Wood Drive Houston, TX 77043

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# **Historic Courthouse**

Fort Bend County 401-301 Jackson ST Richmond, TX 77469

October 1, 2024

# **GROUNDS MAINTENANCE PROPOSAL: Choice Partners Contract No.24/048MR**

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 property area.
- 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
- Trim Tree Canopies to Max 8'
- Irrigation Inspections

# **GROUNDS MAINTENANCE BID**

Yellowstone Landscape proposes the following for the mowing maintenance services for Fort Bend County Historic Courthouse:

Weekly Areas (42 visits)	Per Visit Cost: Annual Cost:	\$ 650.00 \$27,300.00
<u>Irrigation Inspections</u> (12 Inspections)	Per Inspection Cost: Annual Cost:	\$ 300.00 \$ 3,600.00
<u>Total</u>	Yearly Cost Monthly Cost	\$30,900.00 \$ 2,575.00

Submitted by: Chris Cathey

Fort Bend County Historic Courthouse Maintenance Schedule

	<b>,</b>												
(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



10892 Shadow Wood Drive Houston, TX 77043

www.yellowstonelandscape.com

# Medical Examiner Office Fort Bend County

October 1, 2024

# **GROUNDS MAINTENANCE PROPOSAL: Choice Partners Contract No. 24/048MR**

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 property area.
- 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
- Trim Tree Canopies to Max 8'
- Irrigation Inspections

# GROUNDS MAINTENANCE BID

Yellowstone Landscape proposes the following for the mowing maintenance services for Medical Examiner Office:

Weekly Areas (42 visits)	Per Visit Cost: Annual Cost:	\$ 294.00 \$12,348.00
<u>Irrigation Inspections</u> (12 Inspections)	Per Inspection Cost: Annual Cost:	\$ 102.00 \$ 1,224.00
<u>Total</u>	Yearly Cost Monthly Cost	\$13,572.00 \$ 1,131.00

Submitted by: Chris Cathey

#### Fort Bend County Medical Examiner Office Mowing Maintenance Schedule

Contourio													
(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



10892 Shadow Wood Drive Houston, TX 77043

www.yellowstonelandscape.com

# North Annex Fort Bend County

22333 Grand Corner Dr. Katy, TX 77494

October 1, 2024

# **GROUNDS MAINTENANCE PROPOSAL: Choice Partners Contract No.24/048MR**

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 property area.
- 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
- Trim Tree Canopies to Max 8'
- Irrigation Inspections

# **GROUNDS MAINTENANCE BID**

Yellowstone Landscape proposes the following for the mowing maintenance services for Fort Bend County North Annex:

<u>Total</u>	Yearly Cost Monthly Cost	\$44,856.00 \$ 3,738.00
<u>Irrigation Inspections</u> (12 Inspections)	Per Inspection Cost: Annual Cost:	\$ 301.00 \$ 3,612.00
Weekly Areas (42 visits)	Per Visit Cost: Annual Cost:	\$ 982.00 \$44,856.00

Submitted by: Chris Cathey

Fort Bend County North Annex Maintenance Schedule

		<u> </u>											
(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



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# Public Safety Annex Fort Bend County

5651 Flewellen Way Fulshear, TX

October 1, 2024

# **GROUNDS MAINTENANCE PROPOSAL: Choice Partners Contract No. 24/048MR**

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 property area.
- 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
- Trim Tree Canopies to Max 8'
- Irrigation Inspections

# GROUNDS MAINTENANCE BID

Yellowstone Landscape proposes the following for the mowing maintenance services for Public Safety Annex:

<u>Total</u>	Yearly Cost	\$20,316.00
<u>Irrigation Inspections</u> (12 Inspections)	Per Inspection Cost: Annual Cost:	\$ 300.00 \$ 3,600.00
Weekly Areas (42 visits)	Annual Cost:	\$ 398.00 \$16,716.00

| Yearly Cost | \$20,316.00 | Monthly Cost | \$ 1,693.00

Submitted by: Chris Cathey

# Fort Bend County Public Safety Annex 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



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# **Sienna Annex** Fort Bend County

301 Jackson St Richmond, TX 77469

October 1, 2024

# **GROUNDS MAINTENANCE PROPOSAL: Choice Partners Contract No.24/048MR**

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 property area.
- 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
- Trim Tree Canopies to Max 8'
- Irrigation Inspections

# **GROUNDS MAINTENANCE BID**

Yellowstone Landscape proposes the following for the mowing maintenance services for Fort Bend County Sienna Annex:

Weekly Areas (42 visits)	Per Visit Cost: Annual Cost:	\$ 598.00 \$25,116.00
Bi-Weekly Areas (20 Visits)	Per Visit Cost: Annual Cost:	\$ 63.00 \$ 1,260.00
<u>Irrigation Inspections</u> (12 Inspections)	Per Inspection Cost: Annual Cost:	\$ 276.00 \$ 3,312.00
<u>Total</u>	Yearly Cost Monthly Cost	\$29,688.00 \$ 2,474.00

Submitted by: Chris Cathey

Fort Bend County Sienna Annex 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
Bi Weekly Areas	1	1	1	2	2	2	2	2	2	2	2	1	20
Irrigation Inspections	1	1	1	1	1	1	1	1	1	1	1	1	12



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# **Transportation Department Fort Bend County**

October 1, 2024

# **GROUNDS MAINTENANCE PROPOSAL: Choice Partners Contract No.24/048MR**

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 highlighted areas indicated on the map.
- 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

Yellowstone Landscape proposes the following for the mowing maintenance services for Fort Bend County Transportation Department:

<u>Total</u>	Yearly Cost Monthly Cost	\$46,920.00 \$ 3,910.00
<u>Irrigation Inspections</u> (12 Inspections)	Per Inspection Cost: Annual Cost:	\$ 270.00 \$ 3,240.00
Bi-Weekly Areas (20 Visits)	Per Visit Cost: Annual Cost:	\$ 420.00 \$ 8,400.00
Weekly Areas (42 visits)	Per Visit Cost: Annual Cost:	\$ 840.00 \$35,280.00

Submitted by: Chris Cathey

Fort Bend County Transportation Dept Maintenance Schedule

		1									•		
(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
Ditch Maintenance Areas	1	1	1	2	2	2	2	2	2	2	2	1	20
Irrigation Inspections	1	1	1	1	1	1	1	1	1	1	1	1	12



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# Precinct 3 Annex Fort Bend County

151 Stadium Dr. Sugarland, TX 77498

October 1, 2024

# **GROUNDS MAINTENANCE PROPOSAL: Choice Partners Contract No.24/048MR**

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 property area.
- 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
- Trim Tree Canopies to Max 8'
- Irrigation Inspections

# **GROUNDS MAINTENANCE BID**

Yellowstone Landscape proposes the following for the mowing maintenance services for Precinct 3 Annex:

Monthly Cost

\$ 2,060.00

<u>Irrigation Inspections</u> (12 Inspections)	Per Inspection Cost: Annual Cost:	\$ 100.00 \$ 1,200.00
<u>Irrigation Inspections</u> (12 Inspections)	Per Inspection Cost:	\$ 100.00
Weekly Areas (42 visits)	Per Visit Cost: Annual Cost:	\$ 560.00 \$23,520.00

Submitted by: Chris Cathey

Fort Bend County Precinct 3 Annex Maintenance Schedule

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(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



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# Fulshear Annex Fort Bend County

8100 FM 359 S Fulshear, TX

October 1, 2024

# **GROUNDS MAINTENANCE PROPOSAL: Choice Partners Contract No.24/048MR**

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 property area.
- 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
- Trim Tree Canopies to Max 8'
- Irrigation Inspections

# **GROUNDS MAINTENANCE BID**

Yellowstone Landscape proposes the following for the mowing maintenance services for Fulshear Annex:

<u>Total</u>	Yearly Cost Monthly Cost	\$13,212.00 \$ 1,101.00
<u>Irrigation Inspections</u> (12 Inspections)	Per Inspection Cost: Annual Cost:	\$ 100.00 \$ 1,200.00
Weekly Areas (42 visits)	Per Visit Cost: Annual Cost:	\$ 286.00 \$12,012.00

Submitted by: Chris Cathey

Fort Bend County Fulshear Annex 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



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# **Justice Center Fort Bend County**

1422 Eugene Heiman Circle Richmond, TX 77469

October 1, 2024

# **GROUNDS MAINTENANCE PROPOSAL: Choice Partners Contract No.24/048MR**

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:**

- Sweep/power blow to clean up landscape related grass, etc.
- Remove all trash and generated landscape debris from landscaped areas, and parking lot.
- Trim and Weed Landscape bed areas.
- Trim Tree Canopies to Max 8'
- General Irrigation Inspections

# **GROUNDS MAINTENANCE BID**

Yellowstone Landscape proposes the following for the mowing maintenance services for Justice Center

<b><u>Bed Maintenance</u></b> (21 visits)	Per Visit Cost: Annual Cost:	\$ 320.00 \$ 6,720.00
<u>Irrigation Inspections</u>	Per Visit Cost: Annual Cost:	\$ 105.00 \$ 1,260.00

**Total Yearly Cost Solution Yearly Cost Monthly Cost Solution Solution**

(Visits/Month)	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total Visits
Bed Maintenance	1	1	2	2	2	2	2	2	2	2	2	1	21
Irrigation Inspections	1	1	1	1	1	1	1	1	1	1	1	1	12



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# **Precinct 4 Building Fort Bend County**

1517 Eugene Heimann Circle Richmond, TX 77469

October 1, 2024

# **GROUNDS MAINTENANCE PROPOSAL: Choice Partners Contract No.24/048MR**

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:**

- Sweep/power blow to clean up landscape related grass, etc.
- Remove all trash and generated landscape debris from landscaped areas, and parking lot.
- Trim and Weed Landscape bed areas.
- Trim Tree Canopies to Max 8'
- General Irrigation Inspections

# **GROUNDS MAINTENANCE BID**

Yellowstone Landscape proposes the following for the mowing maintenance services for Precinct 4 Building.

Bed Maintenance (21 visits)	Per Visit Cost: Annual Cost:	\$ 424.00 \$ 8,904.00
<u>Irrigation Inspections</u>	Per Visit Cost: Annual Cost:	\$ 105.00 \$ 1,260.00

**Total Yearly Cost Monthly Cost**\$10,164.00 **Monthly Cost**\$ 847.00

(Visits/Month)	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total Visits
Bed Maintenance	1	1	2	2	2	2	2	2	2	2	2	1	21
Irrigation Inspections	1	1	1	1	1	1	1	1	1	1	1	1	12



10892 Shadow Wood Drive Houston, TX 77043

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# Richmond Tax Office Fort Bend County

1317 Eugene Heimann Circle Richmond, TX 77469

October 1, 2024

# **GROUNDS MAINTENANCE PROPOSAL: Choice Partners Contract No.24/048MR**

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:

- Sweep/power blow to clean up landscape related grass, etc.
- Remove all trash and generated landscape debris from landscaped areas, and parking lot.
- Trim and Weed Landscape bed areas.
- Trim Tree Canopies to Max 8'
- General Irrigation Inspections

# **GROUNDS MAINTENANCE BID**

Yellowstone Landscape proposes the following for the mowing maintenance services for Richmond Tax Office.

<b><u>Bed Maintenance</u></b> (21 visits)	Per Visit Cost: Annual Cost:	\$ 344.00 \$ 7,224.00
<u>Irrigation Inspections</u>	Per Visit Cost: Annual Cost:	\$ 105.00 \$ 1,260.00

**Total Yearly Cost Monthly Cost**\$ 8,484.00 **Monthly Cost**\$ 707.00

(Visits/Month)	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total Visits
Bed Maintenance	1	1	2	2	2	2	2	2	2	2	2	1	21
Irrigation Inspections	1	1	1	1	1	1	1	1	1	1	1	1	12



10892 Shadow Wood Drive Houston, TX 77043

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# **Gus George Law Enforcement Academy Fort Bend County**

1521 Eugene Heimann Circle Richmond, TX 77469

October 1, 2024

# **GROUNDS MAINTENANCE PROPOSAL: Choice Partners Contract No.24/048MR**

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:**

- Sweep/power blow to clean up landscape related grass, etc.
- Remove all trash and generated landscape debris from landscaped areas, and parking lot.
- Trim and Weed Landscape bed areas.
- Trim Tree Canopies to Max 8'
- General Irrigation Inspections

# **GROUNDS MAINTENANCE BID**

Yellowstone Landscape proposes the following for the mowing maintenance services for Gus George Law Enforcement Academy.

<b><u>Bed Maintenance</u></b> (21 visits)	Per Visit Cost: Annual Cost:	\$ 344.00 \$ 7,224.00
<u>Irrigation Inspections</u>	Per Visit Cost: Annual Cost:	\$ 105.00 \$ 1,260.00
<u>Total</u>	Yearly Cost Monthly Cost	\$ 8,484.00 \$ 707.00

(Visits/Month)	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total Visits
Bed Maintenance	1	1	2	2	2	2	2	2	2	2	2	1	21
Irrigation Inspections	1	1	1	1	1	1	1	1	1	1	1	1	12

Tellowstone Landscape Choice Farthers Contract No. 24/04611	Yellowstone Landscape	Choice Partners Contract No. 24/048M
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10/24/2024			Scope of Work			
Location	Mow and Line trim turf areas within the property area	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	Trim Tree Canopies to Max 8'	General Irrigation Inspections
Jane Long	X	Х	Х	х	Х	х
Appraisal	х	Х	Х	Х	Х	Х
Emergency Operations	Х	Х	Х	Х	Х	Х
Historic Courthouse	Х	Х	Х	Х	Х	Х
Medical Examiner	Х	Х	Х	Х	Х	Х
North Annex	Х	Х	Х	Х	Х	Х
Public Safety Annex	Х	Х	Х	Х	Х	Х
Sienna Annex	Х	Х	Х	Х	Х	Х
Transportation	Х	Х	Х	Х	Х	Х
Precinct 3 Annex	Х	Х	Х	Х	Х	Х
Fulshear Annex	Х	Х	Х	Х	Х	Х
Elections Building (NEW)	Х	Х	Х	Х	Х	Х
Westpark Park & Ride (NEW)	Х	Х	X	Х	Х	Х
Justice Center		Х	X	Х	Х	Х
Precinct 4 Building		Х	X	Х	Х	Х
Richmond Tax		Х	X	Х	Х	Х
Gus George Law Enforcement		Х	X	Х	Х	Х
Contingency	Irr	igation repairs, misc	cellaneous mowing a	nd enhancen	nent service	S

					Pricin	ig 2024	-202	25 COOP 24	/04	I8MR					
Weekly Maintenance					Rough Mowing Areas					Irriga		Total			
\$/Visit	Visits		Subtotal		\$/Visit	Visits		Subtotal		\$/Visit	Visits		Subtotal	1	
\$ 320.00	42	\$	13,440.00			0	\$	-	\$	102.00	12	\$	1,224.00	\$	14,664.00
\$ 293.00	42	\$	12,306.00			0	\$	-	\$	102.00	12	\$	1,224.00	\$	13,530.00
\$ 397.00	42	\$	16,674.00			0	\$	-	\$	300.00	12	\$	3,600.00	\$	20,274.00
\$ 650.00	42	\$	27,300.00			0	\$	-	\$	300.00	12	\$	3,600.00	\$	30,900.00
\$ 294.00	42	\$	12,348.00			0	\$	-	\$	102.00	12	\$	1,224.00	\$	13,572.00
\$ 982.00	42	\$	41,244.00			0	\$		\$	301.00	12	\$	3,612.00	\$	44,856.00
\$ 398.00	42	\$	16,716.00			0	\$	-	\$	300.00	12	\$	3,600.00	\$	20,316.00
\$ 598.00	42	\$	25,116.00	\$	63.00	20	\$	1,260.00	\$	276.00	12	\$	3,312.00	\$	29,688.00
\$ 840.00	42	\$	35,280.00	\$	420.00	20	\$	8,400.00	\$	270.00	12	\$	3,240.00	\$	46,920.00
\$ 560.00	42	\$	23,520.00			0	\$	-	\$	100.00	12	\$	1,200.00	\$	24,720.00
\$ 286.00	42	\$	12,012.00			0	\$	-	\$	100.00	12	\$	1,200.00	\$	13,212.00
\$ -	42	\$	-			0	\$	-			12	\$	-	\$	-
\$ -	42	\$	-			0	\$	-			12	\$	-	\$	-
\$ 320.00	21	\$	6,720.00			0	\$	-	\$	105.00	12	\$	1,260.00	\$	7,980.00
\$ 424.00	21	\$	8,904.00			0	\$	-	\$	105.00	12	\$	1,260.00	\$	10,164.00
\$ 344.00	21	\$	7,224.00			0	\$	-	\$	105.00	12	\$	1,260.00	\$	8,484.00
\$ 344.00	21	\$	7,224.00			0	\$	-	\$	105.00	12	\$	1,260.00	\$	8,484.00
_					_	_		_			Со	ntir	gency	\$	38,000.00

Total \$ 345,764.00