



3. **Scope of Services.** Subject to this Addendum, Yellowstone Landscape will render Services to County as described in Exhibit A; and in accordance with the specifications and requirements of Choice Partners Contract No. 20/030MR-04. Any Services to be performed by Yellowstone Landscape 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 Services.

All performance of the Scope of Services by Yellowstone Landscape 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.

4. **Payment; Non-appropriation; Taxes.** Payment shall be made by County within thirty (30) days of receipt of invoice. Yellowstone Landscape may submit invoice(s) electronically in a form acceptable to County via: [apauditor@fortbendcountytexas.gov](mailto:apauditor@fortbendcountytexas.gov). If County disputes charges related to the invoice submitted by Yellowstone Landscape, County shall notify Yellowstone Landscape no later than twenty-one (21) days after the date County receives the invoice. If County does not dispute the invoice, then County shall pay each such approved invoice within thirty (30) calendar days. 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. County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes. A copy of a tax-exempt certificate will be furnished upon request. Interest resulting from late payments by County shall be governed by Chapter 2251, TEXAS GOVERNMENT CODE. County reserves the right to withhold payment pending verification of satisfactory work performed.
5. **Limit of Appropriation.** Yellowstone Landscape 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 Two Hundred Sixty-One Thousand, Eight Hundred Seventy-Six dollars and 00/100 (\$261,876.00), specifically allocated to fully discharge any and all liabilities County may incur. Yellowstone Landscape does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Yellowstone Landscape may become entitled to and the total maximum sum that County may become liable to pay to Yellowstone Landscape shall not under any conditions, circumstances, or interpretations thereof exceed Two Hundred Sixty-One Thousand, Eight Hundred Seventy-Six dollars and 00/100 (\$261,876.00). In no event will the amount paid by the County for all Services under this Agreement exceed this Limit of Appropriation without an amendment executed by the parties.

6. **Public Information Public Information Act and Open Meetings Act.** Yellowstone Landscape 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 Yellowstone Landscape 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 and this Addendum are not proprietary or confidential information.

Yellowstone Landscape expressly acknowledges that County is subject to the Texas Open Meetings Act, TEX. GOV'T CODE ANN. §§ 551.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will comply with the provisions of the Texas Open Meetings Act in relation to the Agreement.

7. **Indemnity.** The parties agree that under the Constitution and laws of the State of Texas, County cannot enter into an agreement whereby County agrees to indemnify or hold harmless another party; therefore, all references of any kind to County defending, indemnifying, holding or saving harmless Yellowstone Landscape for any reason are hereby deleted. Yellowstone Landscape shall indemnify and defend County against all losses, liabilities, claims, causes of action, and other expenses, including reasonable attorney's fees, arising from activities of Yellowstone Landscape, its agents, servants or employees, performed under this agreement that result from the negligent act, error, or omission of Yellowstone Landscape or any of Yellowstone Landscape's agents, servants or employees.
8. **Applicable Law; Arbitration; Attorney Fees.** 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. County does not agree to submit disputes arising out of the Agreement to binding arbitration. Therefore, any references to binding arbitration or the waiver of a right to litigate a dispute are hereby deleted. County does not agree to pay any and/or all attorney fees incurred by Yellowstone Landscape in any way associated with the Agreement.
9. **Certain State Law Requirements for Contracts.** The contents of this Section are required by Texas Law and are included by County regardless of content. For purposes of Sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Yellowstone Landscape hereby verifies that Yellowstone Landscape 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, Yellowstone Landscape 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 § 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, Yellowstone Landscape 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 § 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, Yellowstone Landscape 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 § 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in § 2274.001(6) and (7) of the Texas Government Code.

10. **Modifications and Waivers.** The parties may not amend or waive this Agreement, except by a written agreement executed by both parties. 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. 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.

11. **Human Trafficking.** BY ACCEPTANCE OF CONTRACT, YELLOWSTONE LANDSCAPE 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.

12. **Use of Customer Name.** Yellowstone Landscape may use County's name without County's prior written consent only in any of Yellowstone Landscape's customer lists, any other use must be approved in advance by County.

13. **Performance Warranty.** Yellowstone Landscape warrants to County that Yellowstone Landscape has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and Yellowstone Landscape 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.

Yellowstone Landscape 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, and the requirements and specifications of Choice Partners Contract No. 20/030MR-04.

14. **Conflict.** In the event there is a conflict between this Addendum and the Agreement, this Addendum controls. In the event there is a conflict between this Addendum and the terms and conditions of Choice Partners Contract No. 20/030MR-04, then the terms and conditions of Choice Partners Contract No. 20/030MR-04 controls to the extent of the conflict.
15. **Understanding, Fair Construction.** By execution of this Addendum, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Addendum. This Addendum, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.
16. **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.
17. **Electronic and Digital Signatures.** The parties to this Agreement agree that any electronic and/or digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as the use of manual signatures.
18. **Assignment and Delegation.**
  - 18.1. 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 are prohibited under this subsection, whether they are voluntarily or involuntarily, by merger, consolidation, dissolution, operation of law, or any other manner.
  - 18.2. Neither party may delegate any performance under this Agreement.
  - 18.3. Any purported assignment of rights or delegation of performance in violation of this Section is void.
  - 18.4. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County.
19. **Successors and Assigns.** County and Yellowstone Landscape 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.

20. **Personnel.** Yellowstone Landscape represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Services required under this Agreement and that Yellowstone Landscape shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Services when and as required and without delays.

All employees of Yellowstone Landscape shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Yellowstone Landscape or agent of Yellowstone Landscape who, in the opinion of County, is incompetent or by his conduct becomes detrimental to providing Services pursuant to this Agreement shall, upon request of County, immediately be removed from association with the Services required under this Agreement.

When performing Services on-site at the County, Yellowstone Landscape shall comply with, and ensure that all Yellowstone Landscape Personnel comply with, all rules, regulations and policies of County that are communicated to Yellowstone Landscape in writing, such as, building security procedures, including the restriction of access by County to certain areas of its premises or systems for security reasons, and general health and safety practices and procedures.

21. **Compliance with Laws.** Yellowstone Landscape 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, Yellowstone Landscape shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

22. **Termination.**

22.1. Termination for Convenience. County may terminate this Agreement at any time upon thirty (30) days written notice.

22.2. Termination for Default. County may terminate the whole or any part of this Agreement for cause in the following circumstances:

- (a). If Yellowstone Landscape fails to timely perform Services pursuant to this Agreement or any extension thereof granted by the County in writing;
- (b). If Yellowstone Landscape 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

Yellowstone Landscape's Grounds Maintenance Proposals

(24-Fac-100116)

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.

- 22.3. If, after termination, it is determined for any reason whatsoever that Yellowstone Landscape was not in default, or that the default was excusable, 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 § 22.1 above.
- 22.4. Upon termination of this Agreement, County shall compensate Yellowstone Landscape in accordance with § 4, above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County. Yellowstone Landscape's final invoice for said services will be presented to and paid by County in the same manner set forth in § 4 above.
- 22.5. 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 Yellowstone Landscape.
- 22.6. Upon termination of this Agreement for any reason, if Yellowstone Landscape has any property in its possession belonging to County, Yellowstone Landscape will account for the same, and dispose of it in the manner the County directs.
23. **Independent Contractor.** In the performance of work or services hereunder, Yellowstone Landscape 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 Yellowstone Landscape or, where permitted, of its subcontractors. Yellowstone Landscape 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.
24. **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.
25. **Dispute Resolution.**
- 25.1. The parties shall attempt in good faith to resolve promptly any dispute arising out of or relating to this Agreement by negotiation between the parties. In the event the dispute cannot be settled through negotiation, the parties agree to submit the dispute to non-binding mediation.
- 25.2. The party requesting mediation shall notify the other party in writing of the dispute desired to be mediated. If the parties are unable to resolve their

Yellowstone Landscape's Grounds Maintenance Proposals

(24-Fac-100116)

differences within ten (10) days of the receipt of such notice, such dispute shall be submitted for mediation.

25.3. Each party shall be responsible for its own costs associated with the mediation.

25.4. The requirement to seek mediation shall be a condition required before filing an action at law or in equity, unless to do so would prevent either party from seeking relief in a court of law or equity under any applicable statute of limitations.

## 26. Insurance.

A. Prior to commencement of the Services, Yellowstone Landscape 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. Yellowstone Landscape shall provide certified copies of insurance endorsements and/or policies if requested by County. Yellowstone Landscape 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. Yellowstone Landscape 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 Yellowstone Landscape shall contain Yellowstone Landscape's Grounds Maintenance Proposals

(24-Fac-100116)

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, Yellowstone Landscape 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. Yellowstone Landscape 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 Yellowstone Landscape.

**27. Notices.**

- 27.1. 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).
- 27.2. 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 Facilities Management and Planning  
Attn: Director  
301 Jackson Street, Suite 301  
Richmond, Texas 77469

With a copy to: Fort Bend County  
Attn: County Judge  
301 Jackson Street  
Richmond, Texas 77469

Contractor: Yellowstone Landscape  
Attn: \_\_\_\_\_  
10892 Shadow Wood Drive  
Houston, Texas 77043

27.3. A Notice is effective only if the party giving or making the Notice has complied with subsections 27.1 and 27.2 and if the addressee has received the Notice. A Notice is deemed received as follows:

27.3.1. 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.

27.3.2. 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.

(Execution Page Follows)

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, this Addendum 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 Addendum and the attachments and exhibits hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

FORT BEND COUNTY

KP George  
KP George  
County Judge

12.19.2023  
Date



ATTEST:

Laura Richard  
Laura Richard, County Clerk

YELLOWSTONE LANDSCAPE

Chris Cathey  
Authorized Agent – Signature

Chris Cathey  
Authorized Agent- Printed Name

Sr. Business Dev. Mgr.  
Title

10/17/2023  
Date

REVIEWED:

[Signature]  
Facilities Management and Planning

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$261,876.00 are available to pay the obligation of Fort Bend County within the foregoing Agreement.

Robert Ed Sturdivant  
Robert Ed Sturdivant, County Auditor

Exhibit A: Yellowstone Landscape's Grounds Maintenance Proposals

# Exhibit A



713.462.8552 tel  
713.960.6461 fax

10892 Shadow Wood Drive  
Houston, TX 77043

www.yellowstonelandscape.com

## Transportation Department Fort Bend County

August 30, 2023

### **GROUNDS MAINTENANCE PROPOSAL: Choice Partners Contract No.20/030MR-04**

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:

<b><u>Weekly Areas</u></b> (42 visits)	Per Visit Cost:	\$ 816.00
	Annual Cost:	\$34,272.00
 <b><u>Bi-Weekly Areas</u></b> (20 Visits)	Per Visit Cost:	\$ 408.00
	Annual Cost:	\$ 8,160.00
 <b><u>Irrigation Inspections</u></b> (12 Inspections)	Per Inspection Cost:	\$ 262.00
	Annual Cost:	\$ 3,144.00
 <b><u>Total</u></b>	<b>Yearly Cost</b>	<b>\$45,576.00</b>
	<b>Monthly Cost</b>	<b>\$ 3,798.00</b>

Submitted by: Chris Cathey

#### **Fort Bend County Transportation Dept 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
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



713.462.8552 tel  
713.960.6461 fax

10892 Shadow Wood Drive  
Houston, TX 77043

www.yellowstonelandscape.com

**Richmond Tax Office**  
**Fort Bend County**  
1317 Eugene Heimann Circle  
Richmond, TX 77469

August 30, 2023

**GROUNDS MAINTENANCE PROPOSAL: Choice Partners Contract No.20/030MR-04**

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:	\$ 336.00
	Annual Cost:	\$ 7,056.00
<b><u>Irrigation Inspections</u></b> (21 Inspections)	Per Visit Cost:	\$ 103.00
	Annual Cost:	\$ 1,236.00
<b><u>Total</u></b>	<b>Yearly Cost</b>	<b>\$ 8,292.00</b>
	<b>Monthly Cost</b>	<b>\$ 691.00</b>

Submitted by: Chris Cathey

(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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10892 Shadow Wood Drive  
Houston, TX 77043

[www.yellowstonelandscape.com](http://www.yellowstonelandscape.com)

**Sienna Annex  
Fort Bend County  
301 Jackson St  
Richmond, TX 77469**

August 30, 2023

**GROUNDS MAINTENANCE PROPOSAL: Choice Partners Contract No.20/030MR-04**

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 Sienna Annex:

<b><u>Weekly Areas</u></b> (42 visits)	Per Visit Cost:	\$ 584.00
	Annual Cost:	\$24,528.00
<b><u>Bi-Weekly Areas</u></b> (20 Visits)	Per Visit Cost:	\$ 60.00
	Annual Cost:	\$ 1,200.00
<b><u>Irrigation Inspections</u></b> (12 Inspections)	Per Inspection Cost:	\$ 270.00
	Annual Cost:	\$ 3,240.00
<b><u>Total</u></b>	<b>Yearly Cost</b>	<b>\$28,968.00</b>
	<b>Monthly Cost</b>	<b>\$ 2,414.00</b>

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



713.462.8552 tel  
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10892 Shadow Wood Drive  
Houston, TX 77043

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**Public Safety Annex  
Fort Bend County  
5651 Flewellen Way  
Fulshear, TX**

August 30, 2023

**GROUNDS MAINTENANCE PROPOSAL: Choice Partners Contract No. 20/030MR-04**

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 mentioned area of scope.
- 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 Public Safety Annex:

<b><u>Weekly Areas</u></b> (42 visits)	Per Visit Cost:	\$ 388.00
	Annual Cost:	\$16,296.00
<b><u>Irrigation Inspections</u></b> (12 Inspections)	Per Inspection Cost:	\$ 293.00
	Annual Cost:	\$ 3,516.00
<b><u>Total</u></b>	<b>Yearly Cost</b>	<b>\$19,812.00</b>
	<b>Monthly Cost</b>	<b>\$ 1,651.00</b>

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



713.462.8552 tel  
713.960.6461 fax

10892 Shadow Wood Drive  
Houston, TX 77043

www.yellowstonelandscape.com

**North Annex  
Fort Bend County  
22333 Grand Corner Dr.  
Katy, TX 77494**

August 30, 2023

**GROUNDS MAINTENANCE PROPOSAL: Choice Partners Contract No.20/030MR-04**

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'

**GROUNDS MAINTENANCE BID**

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

<b><u>Weekly Areas</u></b> (42 visits)	Per Visit Cost:	\$ 958.00
	Annual Cost:	\$40,236.00
<b><u>Irrigation Inspections</u></b> (12 Inspections)	Per Inspection Cost:	\$ 294.00
	Annual Cost:	\$ 3,528.00
<b><u>Total</u></b>	<b>Yearly Cost</b>	<b>\$43,764.00</b>
	<b>Monthly Cost</b>	<b>\$ 3,647.00</b>

Submitted by: Chris Cathey

**Fort Bend County North 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



713.462.8552 tel  
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**Precinct 4 Building**  
**Fort Bend County**  
1517 Eugene Heimann Circle  
Richmond, TX 77469

August 30, 2023

**GROUNDS MAINTENANCE PROPOSAL: Choice Partners Contract No.20/030MR-04**

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.

<b><u>Bed Maintenance</u></b> (21 visits)	Per Visit Cost:	\$ 412.00
	Annual Cost:	\$ 8,652.00
<b><u>Irrigation Inspections</u></b> (12 Inspections)	Per Visit Cost:	\$ 103.00
	Annual Cost:	\$ 1,236.00
<b><u>Total</u></b>	<b>Yearly Cost</b>	<b>\$ 9,888.00</b>
	<b>Monthly Cost</b>	<b>\$ 824.00</b>

Submitted by: Chris Cathey

(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



713.462.8552 tel  
713.960.6461 fax

10892 Shadow Wood Drive  
Houston, TX 77043

www.yellowstonelandscape.com

## Medical Examiner Office Fort Bend County

August 30, 2023

### **GROUNDS MAINTENANCE PROPOSAL: Choice Partners Contract No. 20/030MR-04**

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 mentioned area of scope.
- 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 Appraisal Office Building:

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

Submitted by: Chris Cathey

### **Fort Bend County Medical Examiner 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



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**Jane Long Building**  
**Fort Bend County**  
500 Liberty St  
Richmond, TX 77469

August 30, 2023

**GROUNDS MAINTENANCE PROPOSAL: Choice Partners Contract No.20/030MR-04**

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
- 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'

GROUNDS MAINTENANCE BID

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

<b><u>Weekly Visits</u></b> (42 visits)	Per Visit Cost:	\$ 312.00
	Annual Cost:	\$13,104.00
<b><u>Total</u></b>	<b>Yearly Cost</b>	<b>\$13,104.00</b>
	<b>Monthly Cost</b>	<b>\$ 1,092.00</b>

Submitted by: Chris Cathey

(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



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Houston, TX 77043

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**Justice Center  
Fort Bend County**  
1422 Eugene Heiman Circle  
Richmond, TX 77469

August 30, 2023

**GROUNDS MAINTENANCE PROPOSAL: Choice Partners Contract No.20/030MR-04**

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:	\$ 312.00
	Annual Cost:	\$ 6,552.00
<b><u>Irrigation Inspections</u></b> (21 Inspections)	Per Visit Cost:	\$ 103.00
	Annual Cost:	\$ 1,236.00
<b><u>Total</u></b>	<b>Yearly Cost</b>	<b>\$ 7,788.00</b>
	<b>Monthly Cost</b>	<b>\$ 649.00</b>

Submitted by: Chris Cathey

(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



713.462.8552 tel  
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Houston, TX 77043

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## Historic Courthouse

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

August 30, 2023

### GROUNDS MAINTENANCE PROPOSAL: Choice Partners Contract No.20/030MR-04

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'

#### GROUNDS MAINTENANCE BID

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

<b><u>Weekly Areas</u></b> (42 visits)	Per Visit Cost:	\$ 634.00
	Annual Cost:	\$26,628.00
<b><u>Irrigation Inspections</u></b> (12 Inspections)	Per Inspection Cost:	\$ 294.00
	Annual Cost:	\$ 3,528.00
<b><u>Total</u></b>	<b>Yearly Cost</b>	<b>\$30,156.00</b>
	<b>Monthly Cost</b>	<b>\$ 2,513.00</b>

Submitted by: Chris Cathey

#### **Fort Bend County Historic Courthouse 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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**Gus George Law Enforcement Academy**  
**Fort Bend County**  
1521 Eugene Heimann Circle  
Richmond, TX 77469

August 30, 2023

**GROUNDS MAINTENANCE PROPOSAL: Choice Partners Contract No.20/030MR-04**

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:	\$ 336.00
	Annual Cost:	\$ 7,056.00
<b><u>Irrigation Inspections</u></b> (12 inspections)	Per Visit Cost:	\$ 103.00
	Annual Cost:	\$ 1,236.00
<b><u>Total</u></b>	<b>Yearly Cost</b>	<b>\$ 8,292.00</b>
	<b>Monthly Cost</b>	<b>\$ 691.00</b>

Submitted by: Chris Cathey

(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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## Emergency Operations Center

Fort Bend County  
307 Fort St  
Richmond, TX 77469

August 30, 2023

### GROUNDS MAINTENANCE PROPOSAL: Choice Partners Contract No.20/030MR-04

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'

#### GROUNDS MAINTENANCE BID

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

<b><u>Weekly Areas</u></b> (42 visits)	Per Visit Cost:	\$ 388.00
	Annual Cost:	\$16,296.00
 <b><u>Irrigation Inspections</u></b> (12 Inspections)	Per Inspection Cost:	\$ 293.00
	Annual Cost:	\$ 3,516.00
 <b><u>Total</u></b>	<b>Yearly Cost</b>	<b>\$19,812.00</b>
	<b>Monthly Cost</b>	<b>\$ 1,651.00</b>

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



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[www.yellowstonelandscape.com](http://www.yellowstonelandscape.com)

**Appraisal Office  
Fort Bend County  
2801 B F Terry Blvd  
Rosenberg, TX**

August 30, 2023

**GROUNDS MAINTENANCE PROPOSAL: Choice Partners Contract No. 20/030MR-04**

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 mentioned area of scope.
- 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 Appraisal Office Building:

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

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

# 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**

**Certificate Number:**  
 2023-1100562

**Date Filed:**  
 12/05/2023

**Date Acknowledged:**  
 12/19/2023

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
 Yellowstone Landscape  
 Houston, TX United States

**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

**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.**  
 19605  
 24-FAC-100116

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

**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)