

STATE OF TEXAS                   §  
    §  
 COUNTY OF FORT BEND       §

**ADDENDUM TO YELLOWSTONE LANDSCAPE’S ROW MOWING AGREEMENT  
 Pursuant to Choice Partners Contract No. 24/048MR**

THIS ADDENDUM (“Addendum”) is entered into by and between Fort Bend County, (“County”), a body corporate and politic under the laws of the State of Texas, and Yellowstone Landscape, (“Yellowstone Landscape”), a company authorized to conduct business in the State of Texas (hereinafter each referred to as a “party” or collectively as the “parties”).

WHEREAS, subject to the changes herein, the parties have executed and accepted Yellowstone Landscape’s ROW Mowing Proposal (the “Agreement”), attached hereto as Exhibit “A” and incorporated fully by reference, for the provision of specified services generally concerning mowing or shredding plant growth on and along County Right-of-Ways (the “Services”); and

WHEREAS, County desires that Yellowstone Landscape provide Services as will be more specifically described in this Agreement; and

WHEREAS, Yellowstone Landscape represents that it is qualified and desires to perform such Services; and

WHEREAS, the parties wish to utilize Choice Partners Contract No. 24/048MR, which is incorporated fully by reference, for the purchase of the Services; and

WHEREAS, the following changes are incorporated as if a part of the Agreement; and

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

**AGREEMENT**

1. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of this Agreement.
2. **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. 24/048MR. Any Services to be performed by Yellowstone Landscape for County will be scheduled by the County’s Road & Bridge Department. 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.
3. **Payment; Non-appropriation; Taxes.** Payment shall be made by County within thirty (30) days of receipt of invoice(s). 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 any invoice(s) 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.

4. **Term.** The term of the Agreement is effective upon execution of this Addendum by both parties, and shall expire no later than September 30, 2025, unless terminated sooner pursuant to the Agreement. This Agreement shall not automatically renew, but may be subsequently renewed in writing upon agreement of the parties. Yellowstone Landscape will complete the tasks described in the above Scope of Services (Section 2) within this time or within such additional times as may be extended by the County.
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 Seven Hundred Fifty Thousand dollars and 00/100 (\$750,000.00), 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 Seven Hundred Fifty Thousand dollars and 00/100 (\$750,000.00). 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 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. 24/048MR.

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. 24/048MR, then the terms and conditions of Choice Partners Contract No. 24/048MR 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. **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 for 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, such as 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.

19. **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.
20. **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.

21. **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.

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 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 § 3, 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 § 3 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. If County terminates this Agreement prior to the termination date, County shall not be subject to any early termination fee or other penalty.

22.7. 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. **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 Yellowstone Landscape 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.

24. **Further Assurances.** Each party further agrees that it shall take any and all necessary steps and sign and execute any and all necessary documents or agreements required to implement the terms of the Agreement of the parties contained in this contract, and each party agrees to refrain from taking any action, either expressly or impliedly, which would have the effect to prohibiting or hindering the performance of the other party to this Agreement.

25. **Notices.**

25.1. 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).

25.2. 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 Purchasing Department  
Attn: Purchasing Agent  
301 Jackson Street  
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  
Houston, Texas 77043

25.3. A Notice is effective only if the party giving or making the Notice has complied with subsections 25.1 and 25.2 and if the addressee has received the Notice. A Notice is deemed received as follows:

25.3.1. 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.

25.3.2. 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.

## **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 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.

(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

YELLOWSTONE LANDSCAPE

Chris Cathey  
Authorized Agent – Signature

November 27, 2024

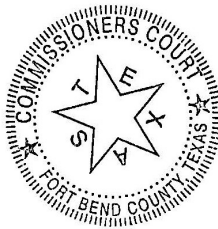
Date

Chris Cathey

Authorized Agent- Printed Name

ATTEST:

Laura Richard  
Laura Richard, County Clerk



Sr. Business Development Manager

Title

10/23/2024

Date

APPROVED:

Scott Wright  
Road & Bridge Department

#### AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ 750,000.00 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 ROW Mowing Proposal

I:\AGREEMENTS\2025 Agreements\Purchasing\Purchasing\Yellowstone Landscape (25-Purch-100147)\Addendum to Agreement with Yellowstone Landscape.docx aw

Addendum to Yellowstone Landscape's Mowing Agreement  
Contract #25-Purch-100147

# Exhibit A

# Ft. Bend County ROW Mowing Choice Partners COOP #24/048MR

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

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

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

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

Proper equipment must be used for the designed use.

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

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

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

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

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

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

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

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

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

Estimated Acreage:

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

Minimum Equipment Required:

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

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

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

Estimated  
Acreage: 180

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

Equipment:

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

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

#### Execution Of Work:

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

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

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

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

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

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

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

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

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

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

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

#### Edging:

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

#### Line Trimming:

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

#### Debris Thrown on the Roadway:

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

#### Litter:

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

#### Wildflowers:

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

#### Inspections and Acceptance of Work:

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

#### Contractor Supervision:

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

#### Compliance with Codes:

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

#### Storage:

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

#### Protection:

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

#### Daily Cleanup:

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

#### Responsibility For Property:

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



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

Assignment:

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

Ft. Bend County ROW Mowing  
Choice Partners COOP# 24/048MR



**BID PRICE FOR MOWING OF RIGHT-OF-WAYS: (Choice Partners COOP#24/048MR)**

Bid price to furnish all labor, materials, equipment, tools and supervision necessary to complete mowing of County right-of-ways.

Unit bid price, per Acre, as specified herein to include mowing and weed eating:

\$ 40.00

**BID PRICE FOR FINISH CUT MOWING OF COUNTY RIGHT-OF-WAYS: (Choice Partners COOP#24/048MR)**

Bid price to furnish all labor, materials, equipment, tools and supervision necessary to complete finish cut mowing of County right-of-ways.

Price per Acre of Finish Cut Mowing: \$ 67.00 /per acre

Price per Cycle: 180 acres x price per acre: \$ 12,060.00 /per cycle

Seventeen Cycle Cost: 17 cycles x cycle cost: \$ 205,020.00 /total

Yellowstone Landscape  
10892 Shadow Wood  
Houston, TX 77043  
Submitted By: Chris Cathey  
Title: Sr Business Development Manager  
Date: 08/22/2024  
Phone: 281-808-0357  
Email: ccathey@yellowstonelandscape.com

Signed: \_\_\_\_\_

A handwritten signature in black ink, appearing to read "Chris Cathey", is written over a horizontal line.

# 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:**  
2024-1234413

**Date Filed:**  
11/04/2024

**Date Acknowledged:**  
11/26/2024

**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  
25-Purch-100147

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)