

RESOLUTION NO. 2021-671
(2021-2022 Annual Mowing Contract)

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PARKER, COLLIN COUNTY, TEXAS, AWARDING THE BID FOR
THE CITY OF PARKER'S 2021-2022 ANNUAL MOWING
CONTRACT.**

WHEREAS, the City of Parker desires to protect the health, safety and welfare of its citizens; and

WHEREAS, the Parker City Council deems it in the best interest of the citizens of the City of Parker to accept a bid from Yellowstone Landscape for the City of Parker's annual mowing contract; and

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF
THE CITY OF PARKER, COLLIN COUNTY, TEXAS, AS FOLLOWS:**

SECTION 1. The bid of Yellowstone Landscape is approved, and is in conformance with the requirements for such approval.

SECTION 2. The Parker City Council authorizes the Mayor to execute a Contract with Yellowstone Landscape, and all other necessary documents in connection therewith on behalf of the City of Parker.

DULY RESOLVED by the City Council of the City of Parker, Collin County, Texas on this the 20th day of July, 2021, effective this date.



APPROVED:
CITY OF PARKER

Lee Pettie
Lee Pettie, Mayor

ATTEST:

Patti Scott Grey
Patti Scott Grey, City Secretary

APPROVED AS TO FORM:

Scott D. Levine
Scott D. Levine, Interim City Attorney

**City of Parker
Annual Mowing Contract 2022**

BID TABULATION
Bids Received Until 10:00 A.M., Tuesday, July 6, 2021

	Registered Contractor Holding Plans	Total Amount Bid	Bid Bond
1	Bright view	\$ 71,460.00	
2	Hunter landscape	\$ 72,000.00	
3	yellowstone landscape	\$ 55,839.38	
4		\$	
5		\$	
6		\$	
7		\$	
8		\$	
9		\$	
10		\$	
11		\$	
12		\$	
13		\$	
14		\$	
15		\$	
16		\$	
17		\$	
18		\$	
19		\$	
20		\$	



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IN COMMERCIAL LANDSCAPING



Landscape Maintenance Services Proposal
prepared for

ANNUAL MOWING CONTRACT

Not yet submitted



Gary Machado

City of Parker

City of Parker
Annual Mowing Contract 2022

BID SCHEDULE

Item No.	Estimated Quantity	Unit	Description and Price in Words	Price in Figures	Extended Amount
1	40	Week	For Mowing, Weed Eating and Edging Center Medians, Including Trash Pickup as needed Mid-February through Mid-November complete in place, the sum of <u>One thousand two hundred</u> <u>Seventy seven</u> Dollars and <u>fourteen</u> Cents per Week	1277.14	51,085.68
2	3	Month	Winter Cleanup of Leaves and Debris once a month in November, December and January complete in place, the sum of <u>Eight seven</u> Dollars and <u>eighty two</u> Cents per Month	87.52	262.56
3	4	Month	Trimming of Shrubs once a month during First Week of March, May, July and September complete in place, the sum of <u>Twenty seven</u> Dollars and <u>thirteen</u> Cents per Month	27.13	108.52
4	9	Month	Pulling of Weeds in Flower Beds two times a month (1st and 3rd weeks) during March through November complete in place, the sum of <u>fourteen</u> Dollars and <u>No</u> Cents per Month	14.00	126.00
5	2	L.S.	City Hall Monument Flower Planting in March (1st week) and in October (1st week) complete in place, the sum of <u>Three hundred</u> <u>twenty eight</u> Dollars and <u>No</u> Cents per Lump Sum	328.00	656.00
6	1	L.S.	Trim and Prune Trees in Medians in beginning of November complete in place, the sum of <u>Two thousand eight</u> <u>hundred</u> Dollars and <u>seventy</u> Cents per Lump Sum	2800.70	2800.70
TOTAL AMOUNT BID (Items 1 Through 6)					55,039.38

Gary Machado

City of Parker
5700 E Parker Rd
Parker, Texas 75002

Re: Landscape Maintenance Services Proposal for **City of Parker**

Thank you for considering a partnership with **Yellowstone Landscape** as your landscape maintenance service provider. Our proposal has been created to address the specific needs and expectations you have expressed for **Annual Mowing Contract**. We call this your Plan for Success because our integrated service plan has been designed to give you a landscape that you can be proud of.

Within your Plan for Success please make special note of the following sections:

- **Summary of Observations:** This section documents the current condition of your landscape, identifying issues we've observed and areas where we see opportunities for improvement.
- **Startup Plan:** Our transition plan includes the actions we will take in the first 30, 60, and 90 days of service to improve both your specific areas of concern and your landscape's overall appearance.
- **Scope of Services Summary:** This section outlines our proposed scope of services, detailing the Best Practices we've developed to provide a consistent appearance across your landscape.
- **Agreement & Your Investment:** Our service agreement and pricing for the services we'll provide to your property.

If you have any questions after reviewing our proposal, please contact me at any time. I welcome the opportunity to provide you any further details about our firm's commitment to delivering a landscape that you will be proud of.



Sincerely,
Bruce McDonald,
Yellowstone Landscape

bmcdonald@yellowstonelandscape.com



Bruce McDonald
Yellowstone Landscape

PROJECT 6/30/21, 12:59 PM

Wednesday, June 30, 2021

13 Issues Identified



ISSUE 1

Trash not picked up before mowing. Was asking not picked up after mowing over it.

All trash will be picked up before mowing, if trash is mowed over crew will pick up after mowing.



ISSUE 2

Beds need to be weeded, vines removed, and mulched.

Treating the weeds and manually pulling will take place first service. Quote for mulch, to help prevent weed growth, and a quote to remove and replace dead plant material will be presented to the City representative.



ISSUE 3

Example of vines and dead plant material in beds.



ISSUE 4

Another area trash was mowed over and not removed.



ISSUE 5

Medians have dead crape myrtles and damaged trees. Quote will be presented to City representative to flush cut trees/crape myrtles or to be replaced.



ISSUE 6

Vitex trees are over grown with suckers.

Could become sight line hazard for vehicles.

Would cut back suckers and maintain during visits.



ISSUE 7

Irrigation is not part of the contract, but would recommend resetting valve boxes to prevent being damaged by the mowers.



ISSUE 8

Another example of weeds, vines and dead plant material in beds.



ISSUE 9

Another example of bed with weeds and dead plant material.



ISSUE 10

More trash mowed over and not removed.



ISSUE 11

Color beds by City Hall also has weeds and vines growing through the plant material.

Vines would have to be removed not just trimmed with shrubs to prevent them from coming back.



ISSUE 13

Example of vines grow thing through shrubs.



ISSUE 14

Valve box in front of City Hall, needs to be reset and lid replaced to prevent a safety hazard.

OUR STARTUP PLAN

This checklist is provided as an outline of the initial tasks that our Landscape Maintenance teams will perform as we begin serving your property. **Together, we will check off the tasks as they are completed over the first 30, 60, and 90 days of service, as a way for you to measure our team's performance.**

FIRST 30 DAYS

- ☐ Meet with Property Manager to review 30 – 60 – 90 Day Plan
- ☐ Discuss with Property Manager our "Approach to Services" and "Service Map"
- ☐ Complete an irrigation audit of the entire system
- ☐ Begin maintenance – mowing, blowing and edging
- ☐ Spend significant amount of time cleaning up the areas that have been neglected (sidewalk mowing & edging, weeding beds and entrance features)
- ☐ Continue weed control in planting beds
- ☐ Begin bed separation trimming in all planting beds
- ☐ Discuss removing severely declining plant material
- ☐ Prepare proposals for replacing missing and dead shrub material throughout property
- ☐ Walk Property with Property Manager to identify other areas of concern

DAYS 30-60

- ☐ Walk property with Property Manager to evaluate improvements
- ☐ Evaluate our "Approach to Services" and make any necessary adjustments
- ☐ Continue routine maintenance – mowing, blowing and edging
- ☐ Continue bed separation in all planting beds
- ☐ Discuss options to improve "curb appeal" in high profile areas



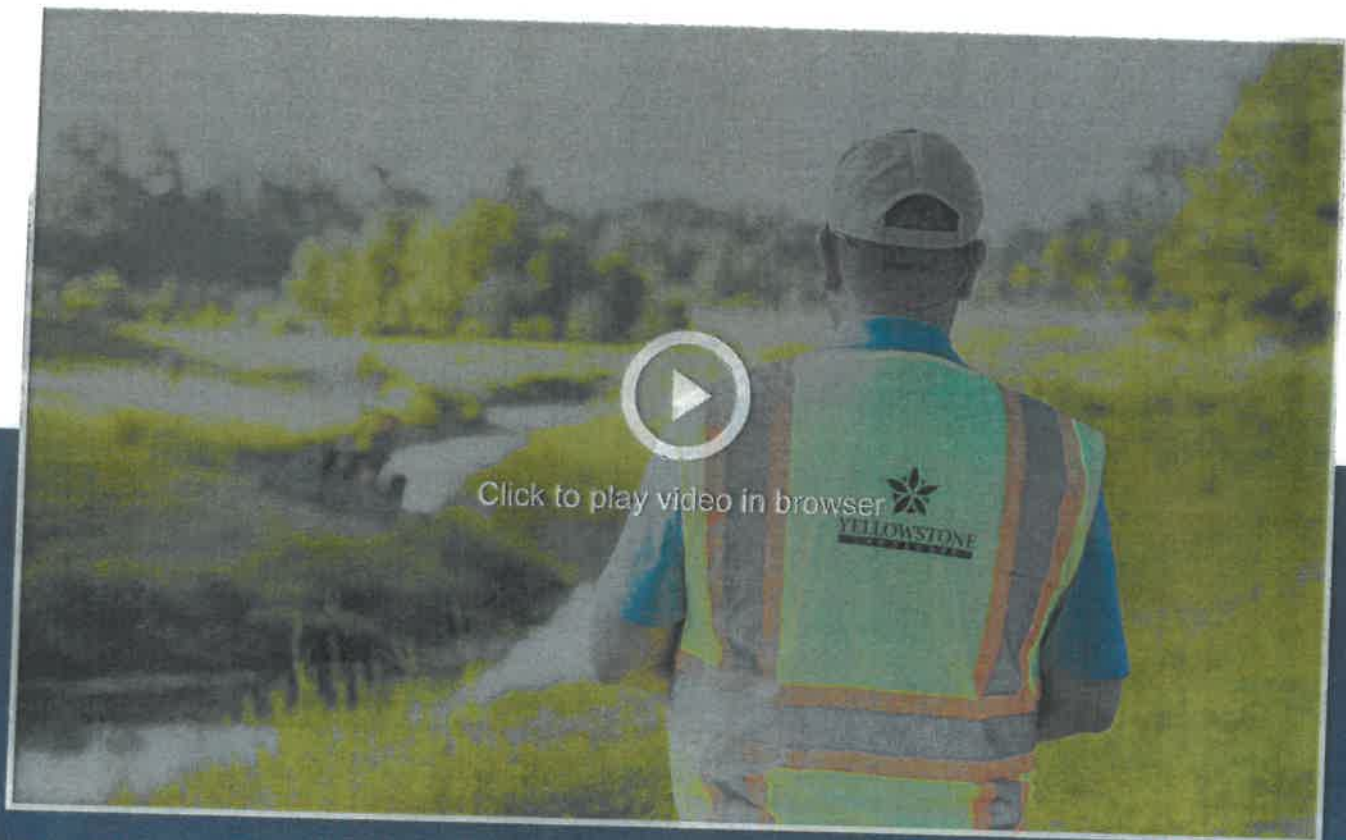
DAYS 60-90

- ☐ Walk property with Property Manager to evaluate improvements
- ☐ Assess results from actions taken in 30 day and 60 day plans
- ☐ Continue weed control applications throughout property
- ☐ Monitor and treat insect and disease problems in plant material throughout property
- ☐ Continue routine maintenance – mowing, blowing and edging



ABOUT YELLOWSTONE LANDSCAPE

Your property's appearance means a lot. It has the power to delight visitors, tenants, residents, customers, and more. Your choice of landscape service partner can mean reduced liability, better profits, and lasting impressions. There's a lot on the line. This is serious business. You have people to answer to and it's our job to make you and your property look its absolute best. We're in this together.



To look your best, it takes a strong team of commercial landscaping experts. Since 2008, our company has grown because of our team's commitment to excellence. Thousands of companies and organizations across the country have trusted us. We don't take that lightly. They deserve the best and so do you. We wouldn't offer anything less.

Your choice in the best commercial landscaping company could be the difference between a property that reflects excellence or one that falls short of your expectations and needs. When you're investing in professional services, you deserve to get the best. By making the wise choice, that's exactly what you can count on.

“ You will be hard-pressed to find a better landscape maintenance company than Yellowstone Landscape. Being a relatively new community, we were in need of a reliable, trusting, "one-stop shop" company that could handle our turf, flower beds, trees, and irrigation maintenance needs; and we found that in Yellowstone.

Mike Vaccaro
President/Secretary
Clover Creek Community

Proud to Serve Dallas & Fort Worth



YELLOWSTONE
LANDSCAPE



Excellence in Commercial Landscaping for Properties Across Dallas-Fort Worth

Yellowstone Landscape is proud to serve North Texas' commercial landscaping needs from our two branch locations. With more than 200 local employees, we're one of the largest and most awarded commercial landscape service firms in the Dallas-Fort Worth area.

We offer landscape design, landscape installation, tree care, and landscape maintenance services to some of the

most beautiful homeowner associations, resorts and hotels, city and county governments, master planned developments, corporate campuses, commercial office parks, schools, universities, hospitals, apartment communities and retail shopping centers in Dallas and Fort Worth.

Our service teams are ready to provide you with Texas's most professional and responsive commercial landscaping services, always tailored to your needs and expectations.

Dallas Offices
1839 Ryan Road
Dallas, TX 75220
214.634.0806

Fort Worth Offices
3009 Sandy Lane
Fort Worth, TX 76112
214.212.1236



LANDSCAPE MAINTENANCE

Your commercial landscape is a valuable investment and retaining that value ultimately comes down to excellent landscape maintenance.

The following is a summary of the proposed scope of services to be provided. It serves as an outline, detailing the Best Practices that our company has developed in order to ensure that we provide consistent landscape maintenance services to your property and meet all the contractual specifications of your landscape maintenance agreement.

MOWING

- Schedule of mowing is determined by the type of turf being serviced and adjusted to coincide with seasonal growth rates to maintain a consistent, healthy appearance.
- Scheduled cuts missed due to inclement weather will be made up as soon as possible.
- Mower blades will be kept sharp at all times to prevent tearing of grass leaves.
- Turf growth regulators may be used to assist in maintaining a consistent and healthy appearance of the turf.
- Various mowing patterns will be employed to ensure the even distribution of clippings and to prevent ruts in the turf caused by mowers. Grass clippings will be left on the lawn to restore nutrients, unless excess clippings create an unsightly appearance.
- Turf will be cut to a desirable height with no more than 1/3 of the leaf blade removed during each mowing to enhance health and vigor.

EDGING & TRIMMING

- Yellowstone Landscape will neatly edge and trim around all plant beds, curbs, streets, trees, buildings, etc. to maintain shape and configuration.
- Edging equipment will be equipped with manufacturer's guards to deflect hazardous debris. All walks will be blown after edging to maintain a clean, well-groomed appearance.
- All grass runners will be removed after edging to keep mulch areas free of weeds and encroaching grass. "Hard" edging, "soft" edging and string trimming will be performed in conjunction with turf mowing operations.
- Areas mutually agreed to be inaccessible to mowing machinery will be maintained with string trimmers or chemical means, as environmental conditions permit.





DEBRIS REMOVAL

- Prior to mowing, each area will be patrolled for trash and other debris to reduce the risk of object propulsion and scattering, excluding areas concentrated with trash (e.g., dumpster zones, dock areas, and construction sites).
- Landscape debris generated on the property during landscape maintenance is the sole responsibility of Yellowstone Landscape, and will be removed no additional expense to the Client.

SHRUBS

- All pruning and thinning will be performed to retain the intended shape and function of plant material using proper horticultural techniques. Shrubs will be trimmed with a slight inward slope rising from the bottom of the plant to retain proper fullness of foliage at all levels.
- Plant growth regulators may be used to provide consistent and healthy appearance for certain varieties of plant material and ground covers.
- Clippings are to be removed by Yellowstone Landscape following pruning.

TREE MAINTENANCE

- Trees will be cleared of sprouts from trunk. "Lifting" of limbs up to 10 feet above the ground is included.
- Yellowstone Landscape will maintain staking and guying of new trees. Re-staking of trees due to extreme weather is provided as a separate, billable service.



EDGING & TRIMMING

- Groundcovers will be confined to plant bed areas by manual or chemical means as environmental conditions permit.
- "Weedeating" type edging will not be used around trees.

ANNUAL FLOWERS

- Annual flower beds will be serviced to remove flowers that are fading or dead ("deadheading") to prolong blooming time and to improve the general appearance of the plant.
- All soils are to be roto-tilled after removing and prior to installing new flowers.
- "Flower Saver Plus®" (or comparable product) containing beneficial soil micro-organisms and rich organic soil nutrients, will be incorporated in the annual flower planting soil at the time of each flower change.
- Supplemental top-dressing with a controlled-release fertilizer and/or soluble liquid fertilizer will be applied to enhance flowering and plant vigor.

- Yellowstone Landscape will provide extra services, special services and/or landscape enhancements over and above the specifications of landscape maintenance agreement at an additional charge with written approval from an authorized management representative of the Client.
- Property inspections will be conducted regularly by an authorized Yellowstone Landscape representative. Yellowstone Landscape will document and correct any landscape maintenance deficiencies identified within one week, or provide a status update for work requiring a longer period to accomplish.
- Yellowstone Landscape will provide the Client with a contact list for use in case of emergencies and will have personnel on call after regular business hours to respond accordingly.



- Yellowstone Landscape will provide all labor, transportation and supervision necessary to perform the work described herein.
- Field personnel will be equipped with all necessary supplies, tools, parts and equipment and trained to perform work in a safe manner.
- Personnel will be licensed for all applicable maintenance functions, including any pesticide or supplemental nutrient applications, as required by law.
- Yellowstone Landscape service vehicles will be well maintained and clean in appearance. Vehicles must be properly licensed and tagged, and operated only by licensed personnel.
- All Yellowstone Landscape vehicles must operate in a safe and courteous manner while on the Client's property. Pedestrians have the right-of-way and service vehicles are expected to yield.
- All trailers, storage facilities, and maintenance equipment must be in good condition and present a clean and neat appearance.
- Tools and equipment must be properly suited for their purpose and used in a safe manner, utilizing the appropriate safety gear at all times.

REFERENCES

At Yellowstone Landscape, we pride ourselves on building lasting relationships with our clients. These clients have entrusted us as their landscape maintenance partner and would be happy to speak with you about our firm and the services that we provide for them.



PROJECT NAME:

Medians, ROW High Visibility Areas

SERVICES PROVIDED:

Turf Mowing, debris removal and beds maintenance

CLIENT CONTACT:

Jack McLain
Park Superintendent

City of Mesquite
1515 N Galloway
Mesquite, Texas 75149

P: 972-216-6912

E:
jmcclain@cityofmesquite.com



PROJECT NAME:

Medians, ROW, Bed Maintenance

SERVICES PROVIDED:

Mow turf, debris removal, bed maintenance, irrigation repairs

CLIENT CONTACT:

Jason Brown
Director the Link

City of Richland Hills
6750 Baker Blvd
Richland Hills, Texas
76118

P: 817-616-3775

E:
jbrown@richlandhills.com



PROJECT NAME: Medians, ROW Parks and Facility Mow

SERVICES PROVIDED: Mow turf, debris removal, bed maintenance,

CLIENT CONTACT:

Randy Newsom
Park Superintendent

City of Saginaw
333 W McLeroy Blvd
Saginaw, Texas 76179

P: 817-230-0448

E:
rnewsom@ci.saginaw.tx.us

YOUR SERVICE CALENDAR

Managing the needs of your unique landscape requires careful planning and attention to detail. Our experienced professionals use their extensive training and state-of-the-art equipment to ensure the health and sustainability of your living investment. Should you ever have additional needs, questions or concerns, please ask us.

Geographic location and climate play a major role in the timing of our service delivery; schedules are adjusted to coincide with seasonal growth rates in order to maintain a consistent, healthy appearance. Services missed due to inclement weather will be made up as soon as possible. The following table summarizes our planned visits for completing each of the services performed on your property:



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	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
TURF MAINTENANCE													
Warm Season Grass Program													
Mow, Edge, Trim, Blow/Clean-up:		2	4	4	5	4	5	4	4	4	2		38
Other													
Winter Clean Up:	1	1									1	1	4
SHRUB MAINTENANCE													
Manual Weeding & Bed Detail			2	2	2	2	2	2	2	2	2		18
Prune Low Shrubs:			1		1		1		1				4
TREE MAINTENANCE													
Crape Myrtles													
Pruning:													
Other Trees											1		1
Pruning:											1		1
SEASONAL FLOWERS													
Spring													
Bed Preparation:					1								1
Planting:					1								1
Fall													
Bed Preparation:													
Planting:									1				1
									1				1



YELLOWSTONE
LANDSCAPE

Excellence
IN COMMERCIAL LANDSCAPING

THANK YOU FOR YOUR TRUST

We look forward to working with you!

YELLOWSTONELANDSCAPE.COM

CITY OF PARKER ANNUAL MOWING CONTRACT

This Agreement is made by and between the City of Parker, Texas, a type A general law city, hereinafter referred to as "City", and _____ referred to as the "Contractor," for the sale of services specified hereinafter, and the City and Contractor hereby agree as follows:

DESCRIPTION OF SERVICES

This Contract is for the purchase by the City of Parker, Texas, of the services described hereinafter as the "services" or the subject of this Contract. The Services are more specifically described as follows:

Median Maintenance

1. Mowing, weed eating, edging center median weekly from mid-February to mid-November;
2. Trash, debris pick up as needed;
3. Winter cleanup of leaves and debris once a month at the beginning of the months of November, December, January and February.

Shrub and Flowerbed Maintenance at City Hall and City Entry Monuments

1. Shrub trimming at the beginning of the months of March, May, July and September;
2. Pull weeds twice a month at the beginning and middle of the months from March thru November;
3. Plant annual flowers Spring and Fall at the beginning of March and October at City Hall Monument.

Tree Maintenance

1. Trim and prune all trees in the medians at all locations at the beginning of November (all trees to be trimmed to maintained of 15ft high clearance within 5ft of road edge) (Pruning of the entire tree shall be for optimum growth)

Location of Project f

Medians

1. 3900-7600 block of Parker Road
2. 3200-4000 block of Hogge Drive (FM2551)
3. 3200-4000 block of McCreary Road
4. 4900-5400 block of Betsy Lane

Shrubs and Flower Bed

5. City Hall
6. Parker Road West Entry
7. Betsy Road/Dublin West Entry
8. McCreary/McWhorter South Entry

This Contract is for a specific duration wherein the Contractor will supply, furnish and deliver at the designated point or points of delivery the specified Services as requested by City.

DURATION: From October 1, 2021 to September 30, 2022

PAYMENT TERMS

Contractor shall submit itemized monthly invoices detailing Services provided, delivered to the City of Parker, 5700 E Parker Road, Parker, TX 75002 or emailed to

gsavage@parkertexas.us. Payment shall not be due until the above instruments are submitted, until the Services have been received by City, and until City has had sufficient opportunity to inspect and exercise its right to accept or reject. Contractor shall keep City advised of any changes in their remittance addressees. In no event shall City be responsible for interest of any kind on any funds due to Contractor, and no term or provision contained in any Contractor's invoice shall in any way modify, vary or alter the provisions hereof.

City's obligation is payable solely from funds available for the purpose of the purchase. Lack of funds shall render this contract null and void and to the extent funds are not available.

CONTRACT TERMS AND CONDITIONS

This Contract is made and entered into between the parties hereto in accordance with and subject to the following additional terms and conditions:

1. **SPECIAL TOOLS AND TEST EQUIPMENT:** If the price stated on the face hereof includes the cost of any special tooling or any special test equipment fabricated or required by Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the City and to the extent feasible shall be identified by the Contractor as such.

2. **PRICE:** City shall pay to Contractor for services rendered and invoiced and delivered under the payment terms described herein. Payment shall be based on the Schedule of Values established in the bid schedule.

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach of violation of this warranty, the City shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

3. **SAFETY WARRANTY:** Contractor warrants the product sold to the City shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event that the products do not conform to OSHA standards, City may return the product for correction or replacement at the Contractor's expense. In the event that Contractor fails to make the appropriate correction within a reasonable time, any correction made by City will be at Contractor's expense.
4. **CANCELLATION:** City shall have the right to cancel immediately for default on all or any part of the undelivered portion of this order if Contractor breaches any of the terms hereof including warranties of Contractor or the Contractor becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any remedies which City may have at law or equity. The City may for any reason whatsoever terminate performance under this Contract by the Contractor for convenience with 30 days notice to Contractor. The City shall give notice of such termination to the Contractor specifying when termination becomes effective. City will, in

the event of termination, remit such sums to Contractor as may be due only for those services actually performed to the satisfaction of City.

5. **FORCE MAJEURE:** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligation under the Agreement, then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after the occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as is effected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereafter provided, but for no longer periods and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term "Force Majeure" as employed herein, shall mean acts of God, act of public enemy, orders of any kind of government of the United States or State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, restraints of government and people, civil disturbances, explosions, or other causes not reasonably within control of the party claiming such inability.

6. **ASSIGNMENT – DELEGATION:** No right or interest in this contract shall be assigned or delegation of any obligation made by Contractor without the written permission of the City. An attempted assignment or delegation of Contractor shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
7. **MODIFICATIONS:** This contract can be modified or rescinded only in writing signed by both parties and their duly authorized agents.
8. **WAIVER:** No claim or right arising out of a breach in contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.
9. **INTERPRETATION-PAROL EVIDENCE:** This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.
10. **APPLICABLE LAW:** This agreement shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.
11. **ADVERTISING:** Contractor shall not advertise or publish, without City's prior written consent, the fact that City has entered into this contract, except to the extent necessary

to comply with prior requests for information from an authorized representative of federal, state or local government.

12. **RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.
13. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS:** No officer or employee shall have a financial interest, direct or indirect, in any contract with the City, or be financially interested, directly or indirectly, in the sale to the City of any land, materials, supplies, or services, except on behalf of the City as an officer or employee. Any knowing and willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall forfeit his office or position. Any violation of this section with the knowledge, express or implied, of the person or corporation contracting with the governing body of the City shall render the contract involved voidable by the City Administrator or the City Council.
14. **ENTIRE AGREEMENT:** This Contract, and all Specifications and Addenda attached thereto, constitute the entire and exclusive agreement between the City and Contractor with reference to the Services. Specifically, but without limitation, this Contract supersedes any bid documents and all prior written or oral communications, representations and negotiations, if any, between the City and Contractor not expressly made a part hereof.
15. **INDEMNITY AND DISCLAIMER:** CITY SHALL NOT BE LIABLE OR RESPONSIBLE FOR, AND SHALL BE INDEMNIFIED, HELD HARMLESS AND RELEASED BY CONTRACTOR FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES FOR INJURY OR DEATH TO ANY PERSON, OR INJURY OR LOSS TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS, INCLUDING THE CONTRACTOR, OR PROPERTY, ARISING OUT OF, OR OCCASIONED BY, DIRECTLY OR INDIRECTLY, THE PERFORMANCE OF CONTRACTOR UNDER THIS CONTRACT, INCLUDING CLAIMS AND DAMAGES ARISING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF CITY, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS INDEMNIFICATION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. IT IS THE EXPRESSED INTENT OF THE PARTIES TO THIS AGREEMENT THAT THE INDEMNITY PROVIDED FOR IN THIS CONTRACT IS AN INDEMNITY EXTENDED BY CONTRACTOR TO INDEMNIFY AND PROTECT CITY FROM THE CONSEQUENCES OF THE CONTRACTOR'S AS WELL AS THE CITY'S NEGLIGENCE, WHETHER SUCH NEGLIGENCE IS THE SOLE OR PARTIAL CAUSE OF ANY SUCH INJURY, DEATH, OR DAMAGE. IN ADDITION, CONTRACTOR SHALL OBTAIN AND FILE WITH OWNER CITY OF PARKER A STANDARD CERTIFICATE OF INSURANCE AND APPLICABLE POLICY ENDORSEMENT

EVIDENCING THE REQUIRED COVERAGE AND NAMING THE OWNER CITY OF PARKER AS AN ADDITIONAL INSURED ON THE REQUIRED COVERAGE.

16. **GOVERNING LAW:** The Contract shall be governed by the laws of the State of Texas. Venue for any causes of action arising under the terms or provisions of this Contract or the Goods to be delivered hereunder shall be in the courts of Collin County, Texas.
17. **SUCCESSORS AND ASSIGNS:** The City and Contractor bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this Contract. The Contractor shall not assign this Contract without written consent of the City.
18. **SEVERABILITY:** The provisions of this Contract are herein declared to be severable; in the event that any term, provision or part hereof is determined to be invalid, void or unenforceable, such determination shall not affect the validity or enforceability of the remaining terms, provisions and parts, and this Contract shall be read as if the invalid, void or unenforceable portion had not been included herein.
19. **NOTICES:** All notices required by this Contract shall be presumed received when deposited in the mail properly addressed to the other party at the address set forth herein or set forth in a written designation of change of address delivered to all parties.

EXECUTED this _____ day of _____.

CONTRACTOR

Yellowstone Landscape
1839 Ryan Rd
Dallas, TX 75220


Bruce McDonald

CITY OF PARKER:

By: _____
Lee Pettie, Mayor

ATTEST:

By: _____
Patti Scott Grey, City Secretary

APPROVED AS TO FORM:

Brandon Shelby, City Attorney

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Yellowstone Landscape - Central Inc

2 Business name/disregarded entity name, if different from above

dba Yellowstone Landscape

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► **P**

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

PO Box 205742

6 City, state, and ZIP code

Dallas, TX 75320-5742

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

7 6 - 0 3 4 0 2 4 3

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Chris Adair

Date ► 1/12/21

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/1/2021

4/21/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies
3280 Peachtree Road NE, Suite #250
Atlanta GA 30305
(404) 460-3600

CONTACT

NAME:

PHONE:

(A/C, No, Ext):

FAX
(A/C, No):

E-MAIL:

ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Starr Indemnity & Liability Company

38318

INSURER B: Great American Insurance Company

16691

INSURER C:**INSURER D:****INSURER E:****INSURER F:**

INSURED
1472881 YLG Holdings, Inc.
3235 N State Street
P.O. Box 849
Bunnell FL 32110

COVERAGES MAIN**CERTIFICATE NUMBER:** 16715805**REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS:

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Pesticide&Herbicide <input checked="" type="checkbox"/> Ltd Pollution Cov GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	N	N	100010011520	4/1/2020	4/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	100063930220	4/1/2020	4/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ \$0	N	N	TUU 2545544 02	4/1/2020	4/1/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
A A A A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	100 0004098 (TX) 100 0004099 (FL) 100 0004100 (AZ, NC) 100 0004101 (GA,NM,NV,SC)	4/1/2020 4/1/2020 4/1/2020 4/1/2020	4/1/2021 4/1/2021 4/1/2021 4/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.I. EACH ACCIDENT \$ 1,000,000 E.I. DISEASE - EA EMPLOYEE \$ 1,000,000 E.I. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Please see attached list of Named Insureds.

CERTIFICATE HOLDER

16715805
Evidence of Coverage

CANCELLATION See Attachment

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

List of Named Insured's:

Yellowstone Holdings, LLC
Yellowstone Intermediate Holdings Inc
YLG Holdings, Inc
Yellowstone Landscape Inc
Ecoscape Solutions Group LLC
YLCSW, LLC
Heads Up Landscape Contractors, LLC
Yellowstone Landscape - Southeast
Texas Services, LLC
BLSW LLC
Yellowstone Landscape - Central, Inc
ALSW, LLC
ELSW, LLC
Leaderscape Palm Beach, LLC
SLM Holdings , LLC
Somerset Landscape LLC
Park Landscape LLC
Greener Pastures Landscaping LLC
Native Land Design, LLC
LUSA Austin, LLC
Florida Landscape Consultants, LLC
Harvest Partners VIII, L.P.
Elk Parent Holdings
Elk Intermediate Company I, Inc.
Elk Intermediate Company II, Inc.
Elk Buyer, Inc.

POLICY FORMS:

General Liability

1. CG2010 0413 Additional Insured- Owners, Lessees or Contractors- Ongoing Operations
2. CG2037 0413 Additional Insured- Owners, Lessees or Contractors- Completed Operations
3. CG2028 0413 Additional Insured- Lessors of Leased Equipment
4. CG2007 0413 Additional Insured- Engineers, Architects or Surveyors
5. CG2404 1093 Waiver of Subrogation
6. CG2010 0413 Primary and Non-contributory Coverage
7. CG0224 1093 Earlier Notice of Cancellation Provided By US

Auto

1. SICA1016 0414 Additional Insured- Where Required by Written Contract
2. CA0444 1013 Waiver of Subrogation
3. CA0449 1116 Primary and Noncontributory Coverage
4. SILL-102 1014 Notice of Cancellation for Third Parties (30 Days)

Workers Compensation

1. WC000313 Waiver of Subrogation
2. WC990618 30 Day Notice of Cancellation

Umbrella

1. GAI 6002 0697 Protector Umbrella Coverage Form Commercial Umbrella Coverage Form -- (Additional Insured, Waiver of Subrogation, Covers Over the General Liability, Auto Liability, & Employers Liability)

PROPERTY:

Leased/Rented Equipment

Policy Number: MKLM31M0051215

EFFECTIVE DATES: 4/30/2019 – 4/30/2020

CARRIER: MARKEL AMERICAN INSURANCE COMPANY

EACH ITEM: \$250,000

POLLUTION LIABILITY:

POLICY NUMBER: CPL G71797685 001

EFFECTIVE DATES: 4/01/2020– 4/01/2021

CARRIER: ILLINOIS UNION INSURANCE COMPANY

LIMIT: \$1,000,000 PER POLLUTION CONDITION OR SITE ENVIRONMENTAL CONDITION