

Yellowstone Landscape Southeast LLC

BID NO. 23-B-007

Proposal For City of South Daytona
Contracted Mowing and Landscape
Services



YELLOWSTONE
LANDSCAPE

SECTION 8: BID FORMS

BID FORM 8A: BID SUBMITTAL CHECKLIST

- Form 8B: Acknowledgement and Pricing Proposal
- Form 8C: Drug Free/Tie Preference Statement
- Form 8D: Public Entity Crimes Statement
- Form 8E: Anti-Collusion Statement
- Form 8F: Statement of Vendor Qualifications
- Form 8G: Professional References for Previous Experience
- Form 8H: Listing of Subcontractors
- Form 8I: Bid Price Sheet
- Independent Contractors Agreement
- Attachment: Bid Proposal
- Copy of License(s)
- Insurance Certificate
- Submission of one (1) original marked "ORIGINAL" and one (1) digital (flash drive) copy.

BY: Yellowstone Landscape Southeast LLC

Name of Business

Bryan P. Clyborne

Authorized Signature

Bryan Clyborne (Business Development Manager)

Printed Name and Title

03/30/2023

Date

THIS DOCUMENT MUST BE COMPLETED AND RETURNED WITH YOUR BID.

**BID FORM 8B: Bid Form
Acknowledgement and Pricing Proposal**

PROJECT IDENTIFICATION: CONTRACTED MOWING AND LANDSCAPE SERVICES

BID IDENTIFICATION AND NUMBER: BID NO. 23-B-007

**THIS BID IS SUBMITTED TO: CITY OF SOUTH DAYTONA
OFFICE OF THE CITY MANAGER
1672 S. RIDGEWOOD AVENUE
SOUTH DAYTONA, FLORIDA 32119**

Name of Bidder: Yellowstone Landscape Southeast LLC

Mailing Address: 1077 Derbyshire Road

Street Address: 1077 Derbyshire Road

City/State/Zip: Daytona Beach, FL 32117

Phone Number: (407) 495-8726 FAX Number: (386) 437-5143

I have carefully examined the Invitation to Bid (ITB), Instructions to Vendors, General and/or Special Conditions, Specifications, and any other documents accompanying or made a part of this invitation.

I hereby propose to furnish the goods or services specified in the Invitation to Bid at the prices or rates as finally negotiated. I agree that my bid will remain firm for a period of up to ninety (90) days in order to allow the City of South Daytona adequate time to evaluate the proposed bid. Furthermore, I agree to abide by all conditions of the Invitation to Bid.

I certify that all information contained in this Bid is truthful to the best of my knowledge and belief. I further certify that I am a duly authorized to submit this Bid on behalf of the Vendor / Contractor as its act and deed and that the Vendor / Contractor is ready, willing and able to perform if awarded the contract.

I propose and agree, if this Bid is accepted, to enter into an Agreement with the City in the form included in the Contract Documents to furnish all necessary materials, equipment, machinery, tools, apparatus, transportation and labor and to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.

I will accept as full compensation for completion of the project in full compliance with the Contract Documents, the lump sum price for the work items submitted herein with this Bid.

I further certify that this Bid is made without prior understanding, Contract, connection, discussion, or collusion with any person, firm or corporation submitting a Bid for the same product or service; no officer, employee or agent of the City of South Daytona City Council or of any other Vendor interested in said ITB; and that the undersigned executed this Vendor's Acknowledgement with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for contract under which services will be performed, does hereby propose to furnish all labor, equipment, and material to provide the services set forth in the ITB.

**BID FORM 8B: Bid Form
Acknowledgement and Pricing Proposal**

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BID IDENTIFICATION AND NUMBER: BID NO. 23-B-007

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I certify that all information contained in this Bid is truthful to the best of my knowledge and belief. I further certify that I am a duly authorized to submit this Bid on behalf of the Vendor / Contractor as its act and deed and that the Vendor / Contractor is ready, willing and able to perform if awarded the contract.

I propose and agree, if this Bid is accepted, to enter into an Agreement with the City in the form included in the Contract Documents to furnish all necessary materials, equipment, machinery, tools, apparatus, transportation and labor and to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.

I will accept as full compensation for completion of the project in full compliance with the Contract Documents, the lump sum price for the work items submitted herein with this Bid.

I further certify that this Bid is made without prior understanding, Contract, connection, discussion, or collusion with any person, firm or corporation submitting a Bid for the same product or service; no officer, employee or agent of the City of South Daytona City Council or of any other Vendor interested in said ITB; and that the undersigned executed this Vendor's Acknowledgement with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for contract under which services will be performed, does hereby propose to furnish all labor, equipment, and material to provide the services set forth in the ITB.

I hereby declare that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the specifications and documents. The undersigned further declares that the "work" will be performed in strict accordance with such requirements and understands that any exceptions to the requirements of the specifications and documents may render the Bid non-responsive.

ADDENDUM ACKNOWLEDGEMENT

I have carefully examined the Invitation to Bid (ITB), Instructions to Vendors, General and/or Special Conditions, Specifications, and any other documents accompanying or made a part of this Invitation to Bid.

I acknowledge receipt and incorporation of the following addenda, and the cost, if any, of such revisions has been included in the price of the bid proposal.

Addendum Number: 1 Date: 03/21/2023 Addendum Number: _____ Date: _____
Addendum Number: _____ Date: _____ Addendum Number: _____ Date: _____

Please note that the City may award contracts to multiple contractors.

BID

The undersigned offers to furnish all materials, equipment and labor for construction of the "BID NO. 23-B-007, CONTRACTED MOWING AND LANDSCAPE SERVICES," for the City of South Daytona, Florida, complete in every respect in strict accordance with the drawings, specifications, exhibits, figures and any future changes therein.

The LUMP SUM bid total is:

One Hundred Sixty Thousand Five Hundred Ninety Six Dollars
(In Words)

(In Figures) \$ 160,596

The bid is outlined in Section B1 on the Bid Pricing Sheet.

IN WITNESS WHEREOF, Bidder has hereunto executed this form this _____ day of _____, 20____.

Yellowstone Landscape Southeast LLC
(Name of Bidding Firm)

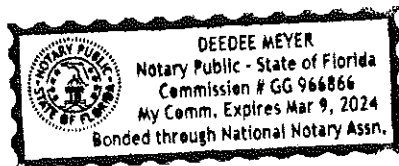
[Signature]
(Signature of person signing form)

Bryan Clyburne (Business Development Manager)
(Printed name and Title of person signing form)

STATE OF Florida
COUNTY OF Volusia

This document was sworn to (or affirmed) and subscribed before me by means of physical presence or _____ online notarization, this 30 day of March, 2023

he/she is personally known to me or has presented FL Drivers License as identification.



Dee Dee Meyer
Notary Public
My Commission Expires: 3/9/24

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

**BID FORM 8C:
Drug-Free Preference Statement**

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, statements, or replies that are equal with respect to price, quality, and service are received by the city for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program.

In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- (4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- (5) Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

As an authorized representative of the firm, I certify that this firm complies fully with the above requirements.

Yellowstone Landscape Southeast LLC

(Name of Bidding Firm)

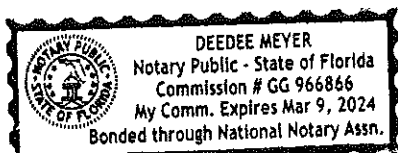

 (Signature of person signing form)

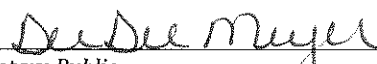
Bryan Clyborne (Business Development Manager)

(Printed name and Title of person signing form)

STATE OF Florida
 COUNTY OF Volusia

This document was sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 30 day of March 2023 he/she is personally known to me or has presented FL Drivers License as identification.




 Notary Public
 My Commission Expires: 3/9/24

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

**BID FORM 8D:
Public Entity Crimes Statement**

(To be signed in the presence of notary public or other officer authorized to administer oaths.)

Before me, the undersigned Authority, personally appeared affiant who, being by me first duly sworn, made the following statement:

This sworn statement is submitted with Bid, Proposal or Contract No ITB 23-B-007 for City of South Daytona

Yellowstone Landscape Southeast LLC . This sworn statement is submitted by Yellowstone Landscape Southeast LLC whose business address is 1077 Derbyshire Road Daytona Beach, FL 32117 and (if applicable)

its Federal Employer Identification Number (FEIN) is 20-2993503 .(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

_____.)

My name is Bryan Clyborne and my relationship to the entity named above is

Business Development Manager
(relationship such as sole proprietor, partner, president, vice president)

- (1) I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
- (2) I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
- (3) I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
- (4) I understand that a "person" as defined in Paragraph 287.133(i)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- (5) Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

- X Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)
- There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)
- The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order).

As an authorized representative of the firm, I certify that this firm complies fully with the above requirements.

Yellowstone Landscape Southeast LLC

(Name of Bidding Firm)

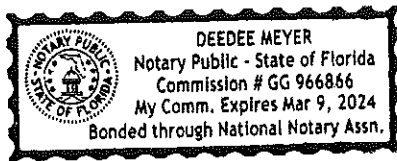

(Signature of person signing form)


Bryan Clyborne (Business Development Manager)

(Printed name and Title of person signing form)

STATE OF Florida
 COUNTY OF Volusia

This document was sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 30 day of March, 2023 he/she is personally known to me or has presented FL Drivers License as identification.




 Notary Public
 My Commission Expires: 3/9/24

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

**BID FORM 8E:
Anti-Collusion Statement**

By signing this form, the Proposer agrees that this Bid is made without any other understanding, agreement, or connection with any person, corporation, or firm submitting a bid for the same purpose and that the bid is in all respects fair and without collusion or fraud.

SIGN in ink in the space provided below. Unsigned Bids will be considered incomplete, and will be disqualified, and rejected.

IT IS AGREED BY THE UNDERSIGNED VENDOR THAT THE SIGNING AND DELIVERY OF THE BID REPRESENTS THE VENDORS ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE VENDORS AND THE CITY OF SOUTH DAYTONA.

Bryan P. Clyborne
(Signature of person signing form)

Bryan Clyborne (Business Development Manager)
(Printed name and Title of person signing form)

Name of Bidder: Yellowstone Landscape Southeast LLC

Address: 1077 Derbyshire Road

City/State/Zip: Daytona Beach, FL 32117

Phone Number: (407) 495-8726 FAX Number: (386) 437-5143

FEIN Number: 20-2993503

NO Bid may be withdrawn for a period of ninety (90) days subsequent to the submittal of the Bids, without the consent of the City of South Daytona.

NO BID (REASON): _____

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

**BID FORM 8F:
Statement of Vendor Qualifications**

The undersigned warrants that he or she is duly authorized to complete this document, and hereby affirms that the information contained in this Form is complete, true, and correct to the best of their knowledge and belief. If necessary, questions may be answered on separate paper and attached, with any additional information that may be pertinent.

- (1) Name of Vendor.
- (2) Permanent main office address.
- (3) Date organized.
- (4) If a corporation, where incorporated.
- (5) How many years have you been engaged in the contracting business under your present firm or trade name?
- (6) Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)
- (7) General character of work performed by your company.
- (8) Have you ever failed to complete any work awarded to you? If so, where and why?
- (9) Have you ever defaulted on a contract? If so, where and why?
- (10) List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed.
- (11) List your major equipment currently owned or leased.
- (12) Experience in work similar to this type of project.
- (13) Background and experience of the principal members of your organization, including the officers.
- (14) The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City in verification of the recitals comprising this Statement of Vendor Qualifications.

Yellowstone Landscape Southeast LLC

(Name of Bidding Firm)


(Signature of person signing form)

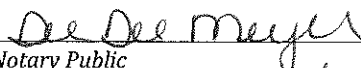
Bryan Clyborne (Business Development Manager)

(Printed name and Title of person signing form)

STATE OF Florida
COUNTY OF Volusia

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Notary Public
My Commission Expires: 3/9/24

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Statement of Qualifications

1. Yellowstone Landscape
2. 1077 Derbyshire Road
Daytona Beach, Florida 32117
3. Yellowstone Landscape was organized in 2008.
4. Yellowstone Landscape is a registered Florida Limited Liability Corporation, with headquarters offices located at 3235 North State Street, Bunnell, Florida 32110.
5. Prior to 2015, Yellowstone Landscape served clients across the Southeastern United States under the trade name "Austin Outdoor". Austin Outdoor was founded in Flagler County, Florida in 1994 and provided commercial landscape services to clients across Central Florida for more than 20 years.
6. Please see "Similar Contracts Presently on Hand" in following pages.
7. Yellowstone Landscape provides commercial landscaping services that include landscape design, landscape installation, irrigation installation and maintenance and landscape maintenance. Specialty services include landscape enhancement feature installations, turf replacement, application of fertilizers, other nutrient products, and pest management control products, performed by certified applicators, and athletic field turf maintenance. These services are offered to commercial clients including homeowner associations, municipal, county and state governments, master planned developments, corporate campuses, commercial office parks, schools, hospitals, apartment communities and retail centers across the South.
8. Yellowstone Landscape, nor any of its previous operating entities have never failed to complete any awarded contractual work.
9. Yellowstone Landscape, nor any of its previous operating entities have been subject to any lawsuits, judgements, or licensure disciplinary actions in any of the previous three years.
9. Yellowstone Landscape, nor any of its previous operating entities have ever defaulted on any awarded contract.
10. Please see "Similar Contracts Presently on Hand" in following pages. These are Maintenance contracts and are ongoing.
11. Please see "Listing of Major Equipment" in following pages.

Statement of Qualifications



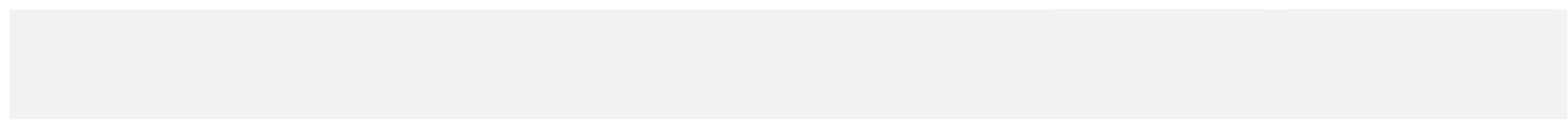
12. Please see "Similar Contracts Presently on Hand" in following pages.
13. Please see "Principal Officers" and "Personnel Overview" in following pages.

Similar Contracts Presently on Hand



Below is a listing of projects similar in scope to **The City of South Daytona**, currently being served by Yellowstone Landscape.

Project Name	Landscape Services Include	County	Approximate Value
The City of Ormond Beach	Streetscapes, Rights of Way, Parks, Athletic Fields, City Facilities	Volusia	>\$2,000,000
The City of New Smyrna Beach	Streetscapes, Rights of Way, City Facilities	Volusia	>\$400,000
The City of Port Orange	Streetscapes, Rights of Way, Parks, Trails	Volusia	>\$400,000
The City of Daytona Beach	Streetscapes, Rights of Way, City Facilities, Parks	Volusia	>\$400,000
Volusia County	Libraries, Ocean Center, County Facilities	Volusia	>\$100,000





1077 Derbyshire Road
Daytona Beach, FL 32117
www.yellowstonelandscape.com

March 29, 2023

Betty Witte
Deputy City Clerk
City of South Daytona
1672 South Ridgewood Ave.
South Daytona, Florida 32119
Phone: (386)-322-3011
bwitte@southdaytona.org

Re: Project Management

Dear Ms. Witte,

Yellowstone Landscape is a landscape firm that has 15 locations in the state of Florida as well as an additional 43 throughout various states in the country. We are very well versed in the performance, understanding and execution of municipal contracts at our various locations. In the Volusia County market we currently conduct maintenance operations in several municipalities including some work for Volusia County. Below are a few of the clients that we currently provide service to in the municipal sector.

- 1.) **City of Ormond Beach** **Contract Value** - \$2.0 Million **Customer Since** – 2011
We currently provide grounds maintenance services for over 375 sites in the City of Ormond Beach that consists of mowing, edging, string trimming, debris pickup, weed control,, fertilization, irrigation services, pruning, palm trimming and Mulch. We also maintain 70+ acres of High End Bermuda Grass Sports Fields for the City
- 2.) **City of Daytona Beach** **Contract Value** - \$500,000 **Customer Since** – 2017
We have been partnering with the City of Daytona Beach since 2017 providing grounds maintenance services for multiple sites that includes Parks, Administrative Buildings and Roadways.
- 3.) **City of Port Orange** **Contract Value** - \$500,000 **Customer Since** – 2017
Our partnership with the City of Port Orange began in 2017 and continues today. We provide mowing, edging, blowing and weeding of all the City Right of Way properties. This work requires our team to provide services on roadways that are extremely busy and dangerous. We pride ourselves on executing this work efficiently and SAFELY.

Sincerely,

Bryan P. Clyborne

Bryan Clyborne
Business Development Manager
Yellowstone Landscape
bclyborne@yellowstonelandscape.com
(407)-495-8726

Our Fleet Vehicles and Equipment



Yellowstone Landscape takes great pride in the maintenance our fleet vehicles and the specialized service equipment and tools we use. Our branch locations employ dedicated mechanics, experienced in working with the equipment we use. Their sole responsibility to keep our fleet and equipment in good working order, many times working overnight to keep equipment in service during the day.

We know how important it is that our service teams have the tools they need to get their jobs done. That's why we strive to keep all our vehicles and equipment in good repair, appearance, and in sanitary clean condition at all times.

All vehicles are appropriately registered and insured, clearly marked with our company identification, regularly inspected for safety and cleanliness, and only operated by licensed, approved drivers.

Our Company Owned Fleet Vehicle and Equipment Listing Includes:

- Over 1000 Trucks, Vans and Utility Vehicles
- Wide Area Mowing Tractors
- Tree Care Trucks with Trailer Chippers
- Assorted Heavy Duty Caterpillar Equipment
- Motorized Work Carts
- Open Bed and Enclosed Trailers
- Motorized Edgers and Trimmers

Yellowstone Landscape Daytona Beach Branch Equipment List

Long Description	Quantity
100 Gal Skid Diaphragm Pump	2
2017 Trailer- Big Tex 7x20 Equipment Trailer	1
2019 Kawasaki Mule SX	1
262D Caterpillar	1
Air Compressor	1
Auger- CAT A26B	1
Boom Arm- CAT	1
Buffalo Turbine Blower	2
Buffalo Turbine Cyclone KB4	1
CAT 72in Grapple Rake	1
CAT T9B Manual Trencher	1
CAT Telehandler Lift Eye/Hook	1
Chipper- Vermeer Brush BC1000XL	1
Compactor- Dynapac LF3820	1
Cyclone Squared Twin Turbine Blower	1
EZ Trench Groundsaw	1
Force Blower	1
Forklift- Tag Along Material Handler- 45' Fontaine Trailer	1
Forks- CAT 262B7 #7026	1
John Deere Tractor w. Edger 1025R	1
Kubota- 2011 RTV1140	3
Kubota- RTV 900 XTWH	6
Kubota Util Vehicle SN-19064	3
Loader- CAT Forks	1
Loader- Skid Steer 262C	1
Lubrication Equipment	1
Mig Welder	1
Mower- 2006 Toro Greensmaster Reel Mower 1000	1
Mower- 36" Exmark Turf Tracer	1
Mower- 48" Exmark Turf Tracer w. Sulky and Mulch Plate	2

Mower- 52" Exmark Staris	1
Mower- 52" Exmark Turf Tracer	1
Mower- 52" Exmark UltraCut w. Sulky and Plate Cover	1
Mower- 52in Exmark w. Sulky	1
Mower- 52in Vantage	1
Mower- 52in Vantage	1
Mower- 60" Exmark Lazer w. Mulch Plate	8
Mower- 72" Exmark Lazer Z	5
Mower- Exmark 36in- mulch cover- bagging assembly-stand	1
Mower- Exmark 52" Staris Stander S-Series	1
Mower- Exmark 56in- (C)	1
Mower- Exmark 60" Turf Tracer X Series w. Sulky	1
Mower- Exmark 60" Z Turn w. Tractus Tires	1
Mower- Exmark 60in Lazer Z 29HP	3
Mower- Exmark 72" Z Turn w. Tractus Tires	1
Mower- Exmark Kaw Ultra Cut 36in	1
Mower- Exmark Lazer Z 60in	6
Mower- Exmark Lazer Z 72in	1
Mower- Exmark Standon Aerator 30in	1
Mower- Exmark Turf Tracer 52in	3
Mower- Exmark Walk Behind 48in	1
Mower- Gravely Pro Turn	2
Mower- Gravely Prostance 52FL	1
Mower- Jacobsen	1
Mower- Kawasaki 29 HP	1
Mower- Lazer 72in	3
Mower- Lazer S 60in	8
Mower- Lazer S 72in	4
Mower- Prowalk 52	2
Mower- Reelmaster 5010-H	1
Mower- Toro 3 Reel (OB)	2
Mower- Toro 7 Reel (OB)	1

Mower- Toro Greensmaster 1000	1
Mower- Toro Greensmater Flex 2120	2
Mower- Toro Groundsmaster 3500	1
Mower- Toro Reelmaster 3000 27in 8BL CU	2
Mower- Toro Transpro 70	1
Mower- Tow 22in Push	2
Mower- Turf Tracker 52in	2
Mower- Turfco 2000	1
Mower- Ultra Cut 48in	2
Mowers- 2017- Exmark Lazer 60	1
Pneumatic Lift	1
Rolling Jack	1
Ryan Lawn Aerator IV Plus w/ 4HP Honda GX	1
Sm Equipment- 2 cycle	92
Sm Equipment- Aerator (OB)	1
Sm Equipment- Fertilizer (OB)	1
Small Equipment- Fault & Valve Locator	1
Small Equipment Lifts	1
Sod Cutter- Classen Hydro 18.5"	2
Sprayer- Exmark Z Sprayer	1
Sprayer- Skid-mounted 100 Gal Sprayer- Truck#1067	1
Spreader- 60 Gal. 220lb Hopper	2
Spreader- Chariot	2
Spreader- PS 200 Prize	1
Spreader- Vortex Granular	1
Sump Pump Addition	1
Top Dresser	1
Toro Cart with Sprayer (OB)	1
Toro Reelmaster 3100-D	1
Tractor- Ford (OB)	1
Trailer - 8.5x20 American Made Cargo	1
Trailer- 2004 Anderson 7 x 20	1

Trailer- 2013 7 x 8 Tandem Utility Trailer	1
Trailer- 2013 Tandem Axle Trailer	1
Trailer- 2014 7 x 20Pipe Utility	1
Trailer- 2014 Big Tex Deck 77 x 10	1
Trailer- 2014 Big Tex Equipment	1
Trailer- 2015 7x18	1
Trailer- 2015 Big Tex 77x16	1
Trailer- 2016 Big Tex Deck Storage	3
Trailer- 2017 Gatortail 8x24 Deckover	2
Trailer- 2019 Big Tex Utility	1
Trailer- 2020 Southeast Enclosed 8.5x22	6
Trailer- 2021 Ormond Cargo 8.5 x 20	1
Trailer- 5x10 Side Trailer	1
Trailer- 7x18 Cargo Trailer	1
Trailer- Anderson Deck-Over Dump 2005	1
Trailer- Wylie Water 2006	1
Truck- 2005 Isuzu NPR HD (DL) 12-14' Alum Dump #1132	1
Truck- 2007 Ford F250 (C) Spray #1219	1
Truck- 2012 Ford F150 Super #1249	1
Truck- 2012 Ford F250 Crew #1250	2
Truck- 2012 Ford F450 4dr #1253	1
Truck- 2012 Isuzu Open Landscape #1161	1
Truck- 2013 Ford F250 Crew Cab #1263	1
Truck- 2013 Transit Connect #1291	1
Truck- 2015 Ford F350 #1298	1
Truck- 2017 Chevy Silverado #1452	6
Truck- 2019 Chevy Silverado 1500 #1609	2
Truck- 2020 Chevy 3500 LCF #1757	3
Truck- 2020 Chevy Silverado 2500HD #2149	1
Truck- Chevy Silverado 1500 Pickup- 2007 #1116	1
Truck- Ford 2012 Transit Connect#1252	1
Truck- Ford F150 Pickup- 2006 #1099	2

Truck- Ford XL Irrigation Van 2012 #1237	1
Truck- GMC W4500 Debris/Dump Body- 2006 #1085	1
Truck- GMC W4500 Super Lawn- 2007 #1120	3
Ventrac 4200	1
Vericutter (OB)	1
Welder- Millermatic 251 w/meters 200	1
Wheel Loader Attachment- CAT 902 QA	1
Wheel Loader- CAT 914G	1

Principal Officers



Our Leadership Team is committed to making Yellowstone Landscape the premier commercial landscape service company in the United States. We bring that excellence to bear on behalf of our clients through industry-leading investments in safety, training, and information systems.



Tim Portland has served as *Chief Executive Officer* of Yellowstone Landscape since 2012. Prior to joining Yellowstone, Mr. Portland was the CEO of United Subcontractors, one of largest installers of insulation and other building products in the country. Over his ten year career at Scotts Miracle-Gro, he led several lines of Scotts' businesses. For five years before joining Scotts, Mr. Portland was a management consultant with McKinsey and Company. He has an MBA from the University of Virginia's Darden Business School, and an undergraduate degree from Dartmouth College.



Harry Lamberton joined Yellowstone in 2022 as *President* to drive continuous improvement in Yellowstone's growth, quality, and safety applying expertise gained from over 20 years of leading environmental and sustainability businesses at Waste Management. His track record includes driving profitable growth in multiple operational assignments - including branch-based businesses, launching new and expanding existing business lines. Harry earned a BA from the University of New Hampshire and an MBA from the Goizueta School of Business at Emory University.



Elise Johnson has been Yellowstone Landscape's *Vice President of Human Resources* since joining the company in 2010. She earned her bachelor's degree from Dickinson College, before completing a Master's Program at Rutgers, The State University of New Jersey. Before joining Yellowstone, Ms. Johnson held similar positions at investment firms in New York and New Jersey. As Vice President of Human Resources, Ms. Johnson and her staff's responsibilities include recruiting, employee retention, training, and compliance.



James Herth is Yellowstone Landscape's *Vice President of Business Development*, a position he accepted in 2014, after joining the company in 2011 as Branch Manager in the Jacksonville branch location. Mr. Herth is responsible for the growth and development of the company, overseeing the Business Development team. A twenty-year industry veteran, Mr. Herth is a licensed Arborist and holds a bachelor's degree from Siena Heights University.

Brian Weatherby, *Branch Manager*



Professional Summary	<p>As Branch Manager, Brian Weatherby coordinates all branch operations, including personnel, equipment, safety regulations, plant material and other resources. He works with each project to maintain the highest quality of service.</p>
Skills & Abilities	<p>Landscape Design & Installation, Landscape Maintenance Operations, Customer Service, Team Building, Leadership, Materials Purchasing, Plant and Pest Identification</p>
Relevant Experience	<p><i>Branch Manager</i>, Yellowstone Landscape - Daytona Beach, FL 2015 - present Responsible for overseeing current and pending landscape service contracts, including branch operations, staffing, equipment maintenance, purchasing, safety, quality assurance and client service.</p> <p><i>Vice President Operations</i>, Girard Environmental - Sanford, FL 1992 - 2015 Oversight of landscape operations within the state of FL, including leadership, customer satisfaction, financial performance and staffing. In charge of P&L and overall performance of the Operational side of the business. Performance evaluations and member of the Executive Team.</p>
Affiliations	<p>National Association of Landscape Professionals</p>

Luciano Mancilla Jr, *Account Manager*



Professional Summary	As Account Manager, Luciano Mancilla Jr is responsible for coordinating, implementing and maintaining landscape management and installation projects, ensuring that clients are kept informed about the project's status at all times.
Skills & Abilities	Landscape Design & Installation, Landscape Maintenance Plans, Nutrient Application, Irrigation Systems, Troubleshooting, Communication, Client Relations, Project Management, Leadership
Relevant Experience	<i>Account Manager</i> , Yellowstone Landscape – Daytona Beach 2007 - present Responsible for managing service crews, effectively communicating daily tasks to the staff and summarizing activities performed for clients upon completion. Additional responsibilities include oversight of landscape enhancement installations and assuring client satisfaction.



<p>Professional Summary</p>	<p>As Account Manager, I am responsible for coordinating, implementing and maintaining seventy acres of turf at Ormond Beach Sports Complex insuring that clients expectations are met, and keeping them informed about the property status at all times.</p>
<p>Skills & Abilities</p>	<p>Scheduling and applying all fertilizer and chemical applications. Pest management, irrigation maintenance and repairs, troubleshooting equipment issues, communication, client relations, project management, and leadership.</p>
<p>Relevant Experience</p>	<p><i>Account Manager, Yellowstone Landscape – Daytona Beach</i> 2015 - present Responsible for managing Ormond Beach Sports Complex, effectively communicating daily tasks to the staff and summarizing activities performed for clients upon completion.</p> <p><i>Golf Course Superintendent, Pelican Bay Country Club – Daytona Beach</i> 2006 - 2015 Managed thirty six hole golf course facility. In charge of ordering, scheduling, and applying all fertilization, and chemical applications. Managed irrigation systems (electric and hydraulic). Set up daily crew assignments and worked with Pro Shop staff to assure golfers the best experience, and course conditions.</p>
<p>Education</p>	<p>University of Georgia, Turfgrass Management.</p>
<p>Affiliations</p>	<p>Planet Landscape Industry Certified Manager, Florida Green Industries Best Management Practices Certified, and Certified Commercial Pesticide Applicator.</p>

**BID FORM 8G:
Professional References for Previous Experience**

The Vendor proposes that he/she is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. The City reserves the right to check references and confirm information provided herein.

Please provide three (3) current and correct references from clients for similar services. (Do not include the City of South Daytona)

Reference 1:

<i>Company Name:</i>	City of Ormond Beach
<i>City, State:</i>	Ormond Beach, FL
<i>Contact Person:</i>	Mike Demchak
<i>Telephone Number:</i>	386.299.2452
<i>Email Address:</i>	Michael.Demchak@ormondbeach.org
<i>Description of Goods or Services provided:</i>	Landscape maintenance services that includes mowing of ROW, City buildings, Parks and Sports Fields
<i>Contract Amount:</i>	\$2 million
<i>Start/End Date of Contract:</i>	2012 to Present. No End Date

Reference 2:

<i>Company Name:</i>	City of Port Orange
<i>City, State:</i>	Port Orange, FL
<i>Contact Person:</i>	Lynn Stevens
<i>Telephone Number:</i>	386.576.5750
<i>Email Address:</i>	lstevens@port-orange.org
<i>Description of Goods or Services provided:</i>	General Landscape Maintenance Services
<i>Contract Amount:</i>	\$500,000
<i>Start/End Date of Contract:</i>	2017 to Present

Reference 3:

<i>Company Name:</i>	City of Daytona Beach
<i>City, State:</i>	Daytona Beach, FL
<i>Contact Person:</i>	Cordel Dietzig
<i>Telephone Number:</i>	386.671.8634
<i>Email Address:</i>	dietzigcordel@codb.us
<i>Description of Goods or Services provided:</i>	General Landscape Maintenance Services that includes mowing of ROW, City buildings and Parks
<i>Contract Amount:</i>	\$400,000
<i>Start/End Date of Contract:</i>	2017 to Present

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

Not Applicable

**BID FORM 8H:
Listing of Subcontractors**

The Vendor proposes that the following subcontractors are qualified to perform the referenced work and have successfully done so on recent projects similar in nature and size. All subcontractors whose work product accounts for 5% or more of the total contract value shall be listed. Upon approval of subcontractors listed, the successful Vendor shall not substitute subcontractors without approval from the City. Vendor shall attach additional sheets as necessary.

Subcontractor 1:

<i>Name:</i>			
<i>City, State:</i>			
<i>Description of Work:</i>			
<i>Percent of Contract Price:</i>		<i>Previous Experience Together:</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No

Subcontractor 2:

<i>Name:</i>			
<i>City, State:</i>			
<i>Description of Work:</i>			
<i>Percent of Contract Price:</i>		<i>Previous Experience Together:</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No

Subcontractor 3:

<i>Name:</i>			
<i>City, State:</i>			
<i>Description of Work:</i>			
<i>Percent of Contract Price:</i>		<i>Previous Experience Together:</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

**BID FORM 8I:
Bid – Price Sheet**

Cost to provide mowing with clipping collection, edging, shrub pruning, brush pruning, weeding, planting bed maintenance, tree maintenance, hard surface cleaning, litter removal, leaf removal, applications of fertilizers, and ground cover pruning. for a three (3) year period at fixed rates, to include all labor, materials and equipment, as described in the bid document:

October, November, December, January, February, March – Two visits per month

April, May, June, July, August, September – Four visits per month

Total visits per year: 36

Park of Honor – 755 Olive Street

<i>Per Visit:</i>	\$500.00
<i>Annual Cost:</i>	\$18,000.00

Central Park - 1991 Magnolia Avenue

<i>Per Visit:</i>	\$367.00
<i>Annual Cost:</i>	\$13,212.00

Melodie Park – 2200 Oriole Lane

<i>Per Visit:</i>	\$450.00
<i>Annual Cost:</i>	\$16,200.00

Ned Wagner Park – 2801 Oak Lea Drive

<i>Per Visit:</i>	\$194.00
<i>Annual Cost:</i>	\$6,984.00

Piggotte Community Center – 504 Big Tree Road

<i>Per Visit:</i>	\$367.00
<i>Annual Cost:</i>	\$13,212.00

Reed Canal Park – 919 Reed Canal Road

<i>Per Visit:</i>	\$2,083.00
<i>Annual Cost:</i>	\$74,988.00

Magnolia Park – 1987 South Magnolia Avenue

Per Visit:

\$500.00/visit \$18,000.00/Annually

*Total Annual Cost for
the above locations:*

\$160,596.00

Optional / Additional Services to be provided as directed by the City of South Daytona:

City Hall Complex – 1672 S. Ridgewood Avenue

Per Visit:

\$833.00

Riverfront Veterans Memorial Park – 1933 S. Palmetto Avenue

Per Visit:

\$458.00

James Street Park – 1700 James Street

Per Visit:

\$111.00 price does not include the Sports Fields

Blaine O’Neal Park – 980 Big Tree Road

Per Visit:

\$778.00

Foster Way Vacant Lot – end of Foster Way (Parcel # 534416001133)

Per Visit:

\$350.00

Residential Lawn Cutting for Code Compliance Abatements

Per Visit:

\$50.00

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

Once awarded, the applicant will enter an Agreement similar to the one below:

STANDARD AGREEMENT FOR SERVICES

THIS Standard Agreement for Services (hereinafter this "Agreement") is made and entered into this ___ day of _____ 20___, by and between the **CITY OF SOUTH DAYTONA**, a Florida municipality, whose principal address is 1672 S. Ridgewood Avenue, South Daytona, Florida 32119 (hereinafter the "CITY") and _____, a _____ corporation, whose principal address _____ (hereinafter "CONTRACTOR"). The CITY and CONTRACTOR are collectively referred to herein as the "PARTIES."

WITNESSETH

WHEREAS, the CITY is a political subdivision of the State of Florida, having a responsibility to provide certain services to benefit the citizens of the City of South Daytona; and

WHEREAS, the CITY has the full power and authority to enter into the transactions contemplated by this Agreement; and

WHEREAS, CONTRACTOR is in the business of providing the equipment, materials, labor and other such service as identified in Exhibit "A" in the City of South Daytona and elsewhere in the State of Florida; and

WHEREAS, CONTRACTOR is competent and has sufficient manpower, training, and technical expertise to perform the services contemplated by this Agreement in a timely and professional manner consistent with the standards of the industry in which CONTRACTOR operates; and

WHEREAS, Section 448.095, Fla. Stat., imposes certain obligations on public agencies with regard to the use of the E-Verify system by their contractors and subcontractors.

WHEREAS, CONTRACTOR was the successful bidder of a project competitively bid and identified as Invitation to Bid (Exhibit "A") for City of South Daytona which satisfies the CITY's Procurement Policy; and

WHEREAS, CONTRACTOR agrees to provide such goods and services as more particularly described in this Agreement, as well as in any bid or quotation documents issued in connection with this project.

NOW THEREFORE in consideration of the premises, and in consideration of the mutual conditions, covenants, and obligations hereafter expressed, the parties agree as follows:

1. **Recitals.** The foregoing recitals are true and correct, constitute a material inducement to the parties to enter into this Agreement, and are hereby ratified and made a part of this Agreement.
2. **Description of Work.**

- a. The CITY hereby retains CONTRACTOR to furnish goods and services as described in the Scope of Services, which is attached hereto as Exhibit "A" and incorporated herein by reference. Any conflict between the terms and conditions in the body of this Agreement and the terms and conditions set forth in Exhibit "A" will be resolved in favor of the body of this Agreement.
- b. CONTRACTOR must provide all permits, labor, materials, equipment, and supervision necessary for the completion of the Scope of Services, unless specifically excluded.
- c. CONTRACTOR must also comply with, and abide by, all requirements as contained in any invitation to bid (ITB), request for proposals (RFP), request for qualifications (RFQ), bid specifications, engineering plans, shop drawings, material lists, or other similar documents issued for this project by the CITY, together with any addenda, hereinafter the "Bid Documents, as applicable." The Bid Documents, if applicable, are hereby incorporated into this Agreement by reference and are declared to be material part of this Agreement.

3. **Provision of Services**

- a. **Scope:** The CONTRACTOR hereby agrees to provide the proposed scope as identified in Exhibit "A."
- b. **Manner and Place:** The work shall be performed as outlined in Exhibit "A," in accordance with Standard Construction Details as required and in a manner as required by all current federal, state, county, fire, building, and land development codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinance. Contractors shall not deliver goods or services without a written Purchase Order(s) or Notice to Proceed(s), signed by an authorized agent of the CITY.
- c. **Time and Essence:** CONTRACTOR acknowledges that time is of the essence for this Agreement.
- d. **Authorization for Services:** This Agreement standing alone does not authorize the purchase of any work or services or require the CITY to place any orders for work or service. Authorization for performance of services by the CONTRACTOR under this agreement shall be in the form of a written Notice to Proceed issued and executed by the CITY. The CITY reserves the right to contract with other parties for work and services contemplated by this Agreement, as determined in the CITY's sole and absolute discretion.

4. **Term.**

- a. This Agreement shall be for an initial Term of three (3) years with the CITY having the option to renew for three (3) additional one-year terms thereafter unless either party notifies the other party of intent not to renew, with such notice being given not less than sixty (60) days prior to the end of any annual term, or unless otherwise terminated as provided herein.

5. **Payment.**

- a. The CITY agrees to compensate CONTRACTOR, for work actually performed under this Agreement, at the rate or basis described in Exhibit "A", which is attached hereto and incorporated herein by reference. CONTRACTOR must perform all work required by the Scope of Services, but in no event will CONTRACTOR be paid more than the negotiated amount set forth in Exhibit "A".
 - b. Progress payments, if any, will be made as set forth in Exhibit "A".
 - c. The CITY reserves the right to ratably withhold amounts in the event of the nonperformance of all or part of CONTRACTOR's obligations. CONTRACTOR must, without additional compensation, correct and revise any errors, omissions, or other deficiencies in its work product, services, or materials arising from the error or omission or negligent act of CONTRACTOR.
- 6. Acceptance of work product, payment, and warranty.**
- a. Upon receipt of a periodic work product, or notice that work has progressed to a point of payment in accordance with Exhibit "A" attached or the Bid Documents, if any, together with an invoice sufficiently itemized to permit audit, the CITY will diligently review those documents. When it finds the work acceptable under this Agreement the installment payment, found to be due to CONTRACTOR, will be paid to CONTRACTOR within thirty (30) days after the date of receipt of the invoice, unless another payment schedule is provided in Exhibit "A". CONTRACTOR warrants that the data utilized by CONTRACTOR (other than as provided by the CITY) is from a source, and collected using methodologies, which are generally recognized in CONTRACTOR's industry or profession to be a reliable basis and foundation for CONTRACTOR's work product. CONTRACTOR must notify the CITY in writing if it appears, in CONTRACTOR's professional judgement that the data or information provided by the CITY for use in CONTRACTOR's work product is incomplete, defective, or unreliable. CONTRACTOR guarantees to amend, revise, or correct to the satisfaction of the CITY any error appearing in the work as a result of CONTRACTOR's failure to comply with the warranties and representations contained herein. Neither inspection nor payment, including final payment, by the CITY will relieve CONTRACTOR from its obligations to do and complete the work product in accordance with this Agreement.
- 7. Termination.**
- a. Termination at Will: This Agreement may be terminated by the CITY in whole or in part at any time without cause by the CITY giving written notice to CONTRACTOR not less than 30 days prior to the date of termination; provided, however, that in such event, neither party will be relieved from its rights or obligations of this Agreement through the date of the actual termination. Notice must be delivered by certified mail, return receipt requested, or in person with proof of delivery.
 - b. Termination for Cause: This Agreement may be terminated by either party for cause by the CITY or CONTRACTOR giving written notice to the other party not less than 10 days prior to the date of termination; provided, however, that in such event, neither party will be relieved from its rights or obligations of this Agreement

through the date of the actual termination. Notice must be delivered by certified mail, return receipt requested, or in person with proof of delivery.

8. Project management.

- a. The Project Managers for this project are as follows. Any subsequent changes to the Project Manager for either party may be provided by notice as described in paragraph 8 below and does not require an amendment to this Agreement.
- b. CITY's Project Manager is: Robert Powell, Parks Crew Lead, 386-322-3070, rpowell@southdaytona.org
- c. CONTRACTOR's Project Manager is: [...].

9. Notices. All notices to the parties under this Agreement must be in writing and sent certified mail to:

- a. To CITY: The City of South Daytona, Attention: City Manager, 1672 Ridgewood Avenue, South Daytona, Florida 32119;
- b. To CONTRACTOR: _____, Attention: _____,

[insert street address], _____
[insert city, state, zip].

10. Insurance.

- a. CONTRACTOR must maintain such insurance as will fully protect both CONTRACTOR and the CITY from any and all claims under any Workers Compensation Act or Employers Liability Laws, and from any and all other claims of whatsoever kind or nature to the damage or property, or for personal injury, including death, made by anyone whomsoever, that may arise from operations carried on under this Agreement, either by CONTRACTOR, any subcontractor, or by anyone directly or indirectly engaged or employed by either of them.
- b. The insurance coverage required by this Agreement must not be less than the amounts described in the Bid Documents. If the Bid Documents do not state an insurance requirement or the amount of insurance, then the amount of insurance required by this Agreement must not be less than:
 - i. Workers' Compensation (unless exempt) with Employers' Liability with a limit of \$500,000.00 each accident, \$500,000.00 each employee, \$500,000.00 policy limit for disease;
 - ii. Commercial General Liability (CGL) insurance with a limit of not less than \$300,000.00 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project in the amount of \$600,000.00. CGL insurance shall be written on an occurrence form and include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage

- resulting from explosion, collapse or underground (x, c, u) exposures, personal injury, and advertising injury. Damage to rented premises shall be included at \$100,000.00;
- iii. Commercial Automobile Liability Insurance with a limit of not less than \$300,000.00 each accident for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos) and such policy shall be endorsed to provide contractual liability coverage; and
 - iv. Fire damage liability shall be included at \$300,000.00.
- c. CONTRACTOR must furnish the CITY with Certificates of Insurance, which are to be signed by a person authorized by that insurer to bind coverage on its behalf. The CITY is to be specifically included as an additional insured and loss payee on all policies except Workers' Compensation. In the event the insurance coverage expires prior to the completion of the project, a renewal certificate must be issued 30 days prior to the expiration date. The policy must provide a 30 day notification clause in the event of cancellation or modification to the policy. All certificates of insurance must be on file with and approved by the CITY before commencement of any work activities.
 - d. The insurance coverages procured by CONTRACTOR as required herein will be considered as primary insurance over and above any other insurance, or self-insurance, available to CONTRACTOR, and any other insurance, or self-insurance available to CONTRACTOR will be considered secondary to, or in excess of, the insurance coverage(s) procured by CONTRACTOR as required herein.
11. **General Provisions.** CONTRACTOR must comply with the following general provisions:
- a. **Bond.** If a surety bond has been required by the Bid Documents for CONTRACTOR's faithful performance and payment, and if at any time the surety is no longer acceptable to the CITY, CONTRACTOR must, at its expense, within five (5) days after the receipt of notice from the CITY to do so, furnish an additional bond or bonds in such form and with such Surety or Sureties as are satisfactory to the CITY. The CITY will not make any further payment to CONTRACTOR, nor will any further payment be deemed to be due to CONTRACTOR, until such new or additional security for the faithful performance of the work is furnished in a manner and form satisfactory to the CITY.
 - b. **Compliance with Laws.** In providing the Scope of Services, CONTRACTOR must comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and hereafter adopted.
 - c. **Personal nature of Agreement; Assignment.**

- i. The parties acknowledge that the CITY places great reliance and emphasis upon the knowledge, expertise, training, and personal abilities of CONTRACTOR. Accordingly, this Agreement is personal and CONTRACTOR is prohibited from assigning or delegating any rights or duties hereunder without the specific written consent of the CITY.
- ii. If CONTRACTOR requires the services of any subcontractor or professional associate in connection with the work to be performed under this Agreement, CONTRACTOR must obtain the written approval of the CITY Project Manager prior to engaging such subcontractor or professional associate. CONTRACTOR will remain fully responsible for the services of any subcontractors or professional associates.

d. **Discrimination.**

- i. CONTRACTOR shall not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex. CONTRACTOR shall not exclude any person, on the grounds of age, ethnicity, race, religious belief, disability, national origin, or sex, from participation in, denied the benefits of, or be otherwise subjected to discrimination in any activity under, this Agreement.
- ii. CONTRACTOR shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management.

e. **Independent contractor.**

- i. CONTRACTOR is, and will be deemed to be, an independent contractor and not a servant, employee, joint adventurer, or partner of the CITY. None of CONTRACTOR's agents, employees, or servants are, or will be deemed to be, the agent, employee, or servant of the CITY. None of the benefits, if any, provided by the CITY to its employees, including but not limited to, compensation insurance and unemployment insurance, are available from the CITY to the employees, agents, or servants of CONTRACTOR. CONTRACTOR will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, and subcontractors during the performance of this Agreement. Although CONTRACTOR is an independent contractor, the work contemplated herein must meet the approval of the CITY and is subject to the CITY's general right of inspection to secure the satisfactory completion thereof. CONTRACTOR must comply with all Federal, State and municipal laws, rules and regulations that are now or may in the future become applicable to CONTRACTOR, or to CONTRACTOR's business, equipment, or personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations. The CITY will not be held responsible for the collection of or the payment of taxes or contributions of any nature on behalf of CONTRACTOR.

- ii. CONTRACTOR will bear all losses resulting to it on account of the amount or character of the work, or because of bad weather, or because of errors or omissions in its contract price.
- iii. CONTRACTOR must utilize, and must expressly require all subcontractors to utilize, the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by CONTRACTOR and any subcontractors during the Term of this Agreement.

f. **Indemnification.**

- i. CONTRACTOR must indemnify and hold the CITY harmless against and from any and all claims, losses, penalties, interest, demands, judgments, costs, damages, or expenses, including attorney's fees and court costs, incurred by the CITY, or its agents, officers, or employees, arising directly or indirectly from CONTRACTOR's performance under this Agreement or by any person on CONTRACTOR's behalf, including but not limited to those claims, losses, penalties, interest, demands, judgments, costs, damages, or expenses arising out of any accident, casualty, or other occurrence causing injury to any person or property. This includes persons employed or utilized by CONTRACTOR (including CONTRACTOR's agents, employees, and subcontractors). CONTRACTOR must further indemnify the CITY against any claim that any product purchased or licensed by the CITY from CONTRACTOR under this Agreement infringes a United States patent, trademark, or copyright. CONTRACTOR acknowledges that CONTRACTOR has received consideration for this indemnification, and any other indemnification of the CITY by CONTRACTOR provided for within the Bid Documents, the sufficiency of such consideration being acknowledged by CONTRACTOR, by CONTRACTOR's execution of this Agreement. CONTRACTOR's obligation will not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance, whether such insurance is in connection with this Agreement or otherwise. Such indemnification is in addition to any and all other legal remedies available to the CITY and not considered to be the CITY's exclusive remedy.
- ii. In the event that any claim in writing is asserted by a third party which may entitle the CITY to indemnification, the CITY must give notice thereof to CONTRACTOR, which notice must be accompanied by a copy of statement of the claim. Following the notice, CONTRACTOR has the right, but not the obligation, to participate at its sole expense, in the defense, compromise or settlement of such claim with counsel of its choice. If CONTRACTOR does not timely defend, contest, or otherwise protect against any suit, action or other proceeding arising from such claim, or in the event the CITY decides to participate in the proceeding or defense, the CITY will have the right to defend, contest, or otherwise protect itself against same and be reimbursed for expenses and reasonable attorney's fees and, upon not less than ten (10) days notice to CONTRACTOR, to make any reasonable compromise or settlement thereof. In connection with any claim as aforesaid, the parties

hereto must cooperate fully with each other and make available all pertinent information necessary or advisable for the defense, compromise or settlement of such claim.

iii. The indemnification provisions of this paragraph will survive the termination of this Agreement.

g. **Sovereign Immunity.** Nothing in this Agreement extends, or will be construed to extend, the CITY's liability beyond that provided in section 768.28, Florida Statutes. Nothing in this Agreement is a consent, or will be construed as consent, by the CITY to be sued by third parties in any matter arising out of this Agreement.

h. **Public records.**

i. CONTRACTOR is a "Contractor" as defined by Section 119.0701(1)(a), Florida Statutes, and must comply with the public records provisions of Chapter 119, Florida Statutes, including the following:

1. Keep and maintain public records required by the CITY to perform the service.
2. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement term and following completion of the Agreement if CONTRACTOR does not transfer the records to the CITY.
4. Upon completion of this Agreement, transfer, at no cost, to the CITY all public records in possession of CONTRACTOR or keep and maintain public records required by the CITY to perform the service. If CONTRACTOR transfers all public records to the CITY upon completion of this Agreement, CONTRACTOR must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of this Agreement, CONTRACTOR must meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

ii. "Public records" is defined in Section 119.011(12), Florida Statutes, as may, from time to time, be amended.

iii. If CONTRACTOR asserts any exemptions to the requirements of Chapter 119 and related law, CONTRACTOR will have the burden of establishing such exemption, by way of injunctive or other relief as provided by law.

- iv. CONTRACTOR consents to the CITY's enforcement of CONTRACTOR's Chapter 119 requirements, by all legal means, including, but not limited to, a mandatory injunction, whereupon CONTRACTOR must pay all court costs and reasonable attorney's fees incurred by CITY.
 - v. CONTRACTOR's failure to provide public records within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes. Further, such failure by CONTRACTOR will be grounds for immediate unilateral cancellation of this Agreement by the CITY.
 - vi. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, DEPUTY CITY CLERK BECKY WITTE, AT 386-322-3011; BWITTE@SOUTHDAYTONA.ORG; MAILING ADDRESS: 1672 RIDGEWOOD AVE., SOUTH DAYTONA, FL 32119.**
- i. **Federal or State Funding.** If any portion of the funding for this Agreement is derived from the State of Florida, or any department of the State of Florida, or from federal funding through the State of Florida, the provisions of this sub-paragraph shall apply, provisions elsewhere in this Agreement to the contrary notwithstanding. CONTRACTOR shall make inquiry from the CITY's Project Manager to determine whether Federal or State funding is applicable to this Agreement.
- i. E-Verify. CONTRACTOR must utilize, and must expressly require all subcontractors to utilize, the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by CONTRACTOR during the Term of this Agreement.
 - ii. Agency. CONTRACTOR agrees and acknowledges that it, its employees, and its subcontractors are not agents or employees of the Federal Government, of the State of Florida, or of any department of the Federal Government or the State of Florida.
 - iii. Indemnification. To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless the CITY, the Federal Government, the State of Florida, any department of the Federal Government or the State of Florida, and all officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of CONTRACTOR and persons employed or utilized by CONTRACTOR in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the CITY's sovereign immunity.

- iv. **Workers' Compensation Insurance.** CONTRACTOR must provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, CONTRACTOR must ensure that the subcontractor(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), CONTRACTOR must ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. CONTRACTOR must ensure that any equipment rental agreements that include operators or other personnel who are employees of independent Contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.
- v. **Liability Insurance.** Contractor shall carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. CONTRACTOR shall cause the State of Florida to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the State of Florida as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Contract, and may not be shared with or diminished by claims unrelated to this Agreement. The policy/ies and coverage described herein may be subject to a deductible. CONTRACTOR shall pay all deductibles as required by the policy. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention. At all renewal periods which occur prior to final acceptance of the work, the CITY and the State of Florida shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The CITY and the State of Florida shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The CITY's or the State of Florida's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the CITY or the State of Florida may have.
- vi. **Inspections.** CONTRACTOR shall permit, and require its subcontractors to permit, the CITY's and the State of Florida's authorized representatives to inspect all work, materials, payrolls, and records, to audit the books,

records, and accounts pertaining to the financing and development of the Services described in the Contract Documents.

- vii. Auditor General Cooperation. CONTRACTOR shall comply with §20.055 (5), Florida Statutes, and shall incorporate in all subcontracts the obligation to comply with §20.055 (5), Florida Statutes.

- j. **E-Verify Compliance.** Contractor affirmatively states, under penalty of perjury, that in accordance with Section 448.095, Fla. Stat., Contractor is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees, that in accordance with such statute, Contractor requires from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that Contractor is otherwise in compliance with Sections 448.09 and 448.095, Fla. Stat.

- k. **Federal-Aid Construction Contract.** If this is a federal-aid construction project, it shall be subject to the provisions in Exhibit "A", which is attached hereto and incorporated herein by reference.

- l. **Miscellaneous Provisions.** The following miscellaneous provisions apply to this Agreement:

- m. **Binding Nature of Agreement.** This Agreement is binding upon the successors and assigns of the parties hereto.

- n. **Entire Agreement.** This Agreement states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary. CONTRACTOR recognizes that any representations, statements, or negotiations made by the City staff do not suffice to legally bind the CITY in a contractual relationship unless they have been reduced to writing, authorized, and signed by the authorized CITY representatives.

- o. **Amendment.** No modification, amendment, or alteration in the terms or conditions of this Agreement will be effective unless contained in a written document executed with the same formality as this Agreement.

- p. **Severability.** If any term or provision of this Agreement is held, to any extent, invalid or unenforceable, as against any person, entity, or circumstance during the Term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity will not affect any other term or provision of this Agreement, to the extent that the Agreement will remain operable, enforceable, and in full force and effect to the extent permitted by law.

- q. **Construction.** If any provision of this Agreement becomes subject to judicial interpretation, the court interpreting or considering such provision should not apply the presumption or rule of construction that the terms of this Agreement be more strictly construed against the party which itself or through its counsel or

other agent prepared it. All parties hereto have participated in the preparation of the final form of this Agreement through review by their respective counsel, if any, or the negotiation of specific language, or both, and, therefore, the application of such presumption or rule of construction would be inappropriate and contrary to the intent of the parties.

- r. **Headings.** All headings in this Agreement are for convenience only and are not to be used in any judicial construction or interpretation of this Agreement or any paragraph.
- s. **Waiver.** The indulgence of either party with regard to any breach or failure to perform any provision of this Agreement does not constitute a waiver of the provision or any portion of this Agreement, either at the time the breach or failure occurs or at any time throughout the term of this Agreement. The review of, approval of, or payment for any of CONTRACTOR's work product, services, or materials does not operate as a waiver, and should not be construed as a waiver, of any of the CITY's rights under this Agreement, or of any cause of action the CITY may have arising out of the performance of this Agreement.
- t. **Force Majeure.** Notwithstanding any provisions of this Agreement to the contrary, the parties will not be held liable if failure or delay in the performance of this Agreement arises from fires, floods, strikes, embargos, acts of the public enemy, unusually severe weather, out break of war, restraint of government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the parties. This provision does not apply if the "Scope of Services" of this Agreement specifies that performance by CONTRACTOR is specifically required during the occurrence of any of the events herein mentioned.
- u. **Compliance/Consistency with Scrutinized Companies Provisions of Florida Statutes.** Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. CONTRACTOR hereby certifies that Contractor is not listed on any of the following: (i) the Scrutinized Companies that Boycott Israel List, (ii) Scrutinized Companies with Activities in Sudan List, or (iii) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. CONTRACTOR further hereby certifies that

CONTRACTOR is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. CONTRACTOR understands that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject CONTRACTOR to civil penalties, attorney's fees, and/or costs. CONTRACTOR further understands that any contract with CITY for goods or services of any amount may be terminated at the option of CITY if CONTRACTOR (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars (\$1,000,000) or more, the contract may be terminated at the option of CITY if the CONTRACTOR is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

- v. **Law; Venue.** This Agreement is being executed in Volusia County, Florida and is governed in accordance with the laws of the State of Florida. Venue of any action hereunder will be in Volusia County, Florida.

12. **Special Provisions.**

- a. This Agreement is a non-exclusive contract; the CITY is not prohibited, or deemed to be prohibited, from bidding similar services either as an independent job or a component of a larger project.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Agreement effective the date first written above.

CITY OF SOUTH DAYTONA,
A Florida Municipality

WILLIAM C. HALL, Mayor

ATTEST:

(Seal)

JAMES L. GILLIS, City Manager

Date signed by CITY: _____

[...]
by _____
[...], as its President and authorized agent

(CORPORATE SEAL)

ATTEST:

[...], Secretary

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this __ day of _____, 2022, by _____ of _____, a Florida corporation, on behalf of the corporation, and he/she is personally known to me or has produced _____ as identification.

Signature of Notary Public - State of Florida

Printed/Typed/Stamped Name of Notary
My commission expires: _____

End of Solicitation Documents



Capabilities Statement

Commercial Landscaping Services



CORPORATE OVERVIEW

Yellowstone Landscape began in 2008 with the unification of established, independently successful regional landscape companies. Since then, we've been linked by a common goal to better serve our clients, sharing decades of experience in landscape maintenance, landscape design and installation, tree care, irrigation, and snow & ice management services.

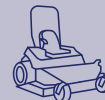
As the landscape industry's largest privately held company, we are proud to serve more than three thousand client properties from over 50 local branch facilities, across the South, Southwest, and Midwest.

We offer a uniquely comprehensive suite of services and expertise, allowing us to partner with our clients at any stage in their landscape's life cycle. From a landscape design idea on a computer screen, to a mature and thriving landscape in the ground, Yellowstone Landscape is the only commercial landscaping partner you'll ever need.

COMPANY DATA

Business Entity Name: Yellowstone Landscape - Southeast LLC
Headquarters Address: 3235 N State St, Bunnell, FL 32110
FEI/EIN Number: 20-2993503
Incorporation Date: 01.28.2008 (Delaware)

SERVICES OFFERED



Landscape Maintenance



Landscape Enhancements



Landscape Installation



Commercial Tree Care



Irrigation & Water Management



Snow & Ice Management



Financial Stability

Yellowstone Landscape understands your need to ensure that any potential landscape partner operates in a manner that supports long-term stability, and to verify our ability to provide services to your property in the future.

Our firm was established over a decade ago, by combining already successful, regional landscape companies that had existed for more than twenty years, before they joined together to form Yellowstone Landscape. Since 2008, we've been linked by a common goal to better serve our clients, sharing decades of experience in landscape design and installation, tree care services and landscape maintenance. As one of the landscape industry's fastest growing and most respected commercial landscaping companies, we proudly serve more than 4000 clients from 45 local branch operations facilities across 12 states in the South, Southwest, and Midwest. In 2019 Yellowstone's growth reached a level that made us the **largest, privately-owned landscape service company in North America.**

We are incorporated in the state of Delaware, chartered in January of 2008. As a privately held company, it is not our practice to disclose operating budgets or financial statements, however, we can confirm that our firm's annual revenue exceeded \$358,000,000 in 2020. We also attest that we operate our company in accordance with all generally accepted best accounting practices, as have been confirmed by independently conducted audits each year since our founding. We maintain an open line of credit of \$50 million, with bonding capacity up to \$40 million.

As a part of the investment portfolio of Harvest Partners, a private equity firm based in New York, New York, Yellowstone is fully prepared to fund any capital expenses necessary to ensure our ability to perform services at full capacity in advance of the stated contract start date, should we be selected as your landscape contractor.

Bank Reference Information:

Kyle Blummer
Antares Capital, L.P.
Chicago, IL 60661
P: 312-638-4042

Our Place in Our Industry



YELLOWSTONE
LANDSCAPE

2021 RANK	COMPANY	2020 RANK	2020 REVENUE	HEADQUARTERS	EMPLOYEES	% CHANGE FROM 2019	% CHANGE EXPECTED FOR 2021	%LD/	%II/	%CR	%RR
1	BrightView Landscapes	1	\$2,346,000,000	Blue Bell, Pa.	21,000	-3%	N/A				
2	TruGreen	2	\$1,400,000,000	Memphis, Tenn.	13,570	1%	N/A				
3	The Davey Tree Expert Co.	3	\$1,287,552,000	Kent, Ohio	10,300	13%	5%				
4	Yellowstone Landscape	5	\$358,000,000	Bunnell, Fla.	4,270	34%	10%				
5	Bartlett Tree Experts	4	\$352,000,000	Stamford, Conn.	2,200	8%	7%				
6	Gothic Landscape	6	\$230,000,000	Valencia, Calif.	2,000	0%	9%				
7	Outworx Group	*	\$225,191,000	Westbury, N.Y.	4,299	8%	12%				
8	Ruppert Landscape	7	\$213,165,000	Laytonville, Md.	1,820	2%	18%				
9	Weed Man	8	\$212,928,956	Orono, Ontario	3,559	14%	9%				
10	LandCare	10	\$208,000,000	Frederick, Md.	3,600	12%	15%				
11	Divisions Maintenance Group	*	\$184,961,302	Newport, Ky.	457	31%	8%				
12	HeartLand	14(t)	\$184,000,000	Kansas City, Mo.	2,100	19%	40%				
13	SavATree	13	\$182,600,000	Bedford Hills, N.Y.	1,430	4%	6%				
14(t)	Park West	11	\$180,000,000	Rancho Santa Margarita, Calif.	1,600	-3%					
14(t)	U.S. Lawns	12	\$180,000,000	Orlando, Fla.	2,400	N/A					
16	Lawn Doctor	16	\$162,000,000	Holmdel, N.J.	2,000	13%					



Each year the lawn and landscape industry’s leading trade publications rank the largest firms in lawn care, tree care, and landscaping services. Among the largest “green industry” companies in North America, Yellowstone Landscape is pleased to have been in the top 10 for each of the past four previous years.

We attribute our tremendous growth and staying power at the top of our industry to two very important groups of people. First, to the thousands of customers, and the properties and projects they allow us to create and maintain for them.

Second, to the more than four thousand Yellowstone Landscape Professionals who wear our uniform and take care of the valuable relationships we’ve built with our clients.

Without the trust of our customers or the dedication of our employees Yellowstone Landscape would not exist as it is today.

As we look forward to continued opportunities to serve new clients and to bring more talented individuals into our company, we vow to never lose sight of the people who made us one of our industry’s most successful and respected firms.

Trusted by Clients Across the Country



Yellowstone Landscape serves our clients from local branch locations across the South, Southwest, and Midwest United States.

Our talented Landscape Professionals are experts in their local areas, delivering excellence in commercial landscape maintenance, installations and enhancements, tree care, and snow & ice services.

These local operating teams are supported by the collective strength of a national leader in commercial landscaping services.

And we empower our local leadership to make decisions in the best interest of our clients and their properties. No excuses, no calling headquarters for approval, no corporate red tape. **Just do what's right.**

Working safely. Providing great service to our clients. Taking pride in our work. Building lasting partnerships with our clients.

That's how we've become the trusted commercial landscaping partner of choice to our valued clients across the country.

Committed to Safety



Yellowstone Landscape has made safety our number one priority. We know that we are equally responsible for the safety of our employees, and our clients' residents, employees, guests and their property.

Our commitment to safety includes providing a safe, healthy work environment, kept free from hazards. Whether starting or ending the day at one of our branch locations, traveling over the area's roadways, or at a client's work site, all Yellowstone Landscape employees are trained to behave professionally and remain alert to all potential safety hazards they may encounter.

Our Commitment to Safety includes:

- New Employee Training on Safe Operating Procedures
- Strict Compliance to All OSHA Regulations
- Weekly Tailgate Talks Conducted with All Field Service Teams
- Annual Safety Rodeos with Industry Safety Experts
- Dedicated Safety Officers in Each Branch Location
- Mandatory Use of Appropriate Personal Protective Equipment (PPE) at All Times

Environmental Stewardship



As a leader in the landscaping industry we have an added responsibility to be good stewards of our natural resources. We also understand that many clients have become keenly aware of the need to reduce their environmental impact.

Our initiatives toward responsible environmental stewardship include:

Integrated Pest Management: IPM Programs use a combination of targeted management tools rather than broad blanket applications to create an environment free from pests and disease.

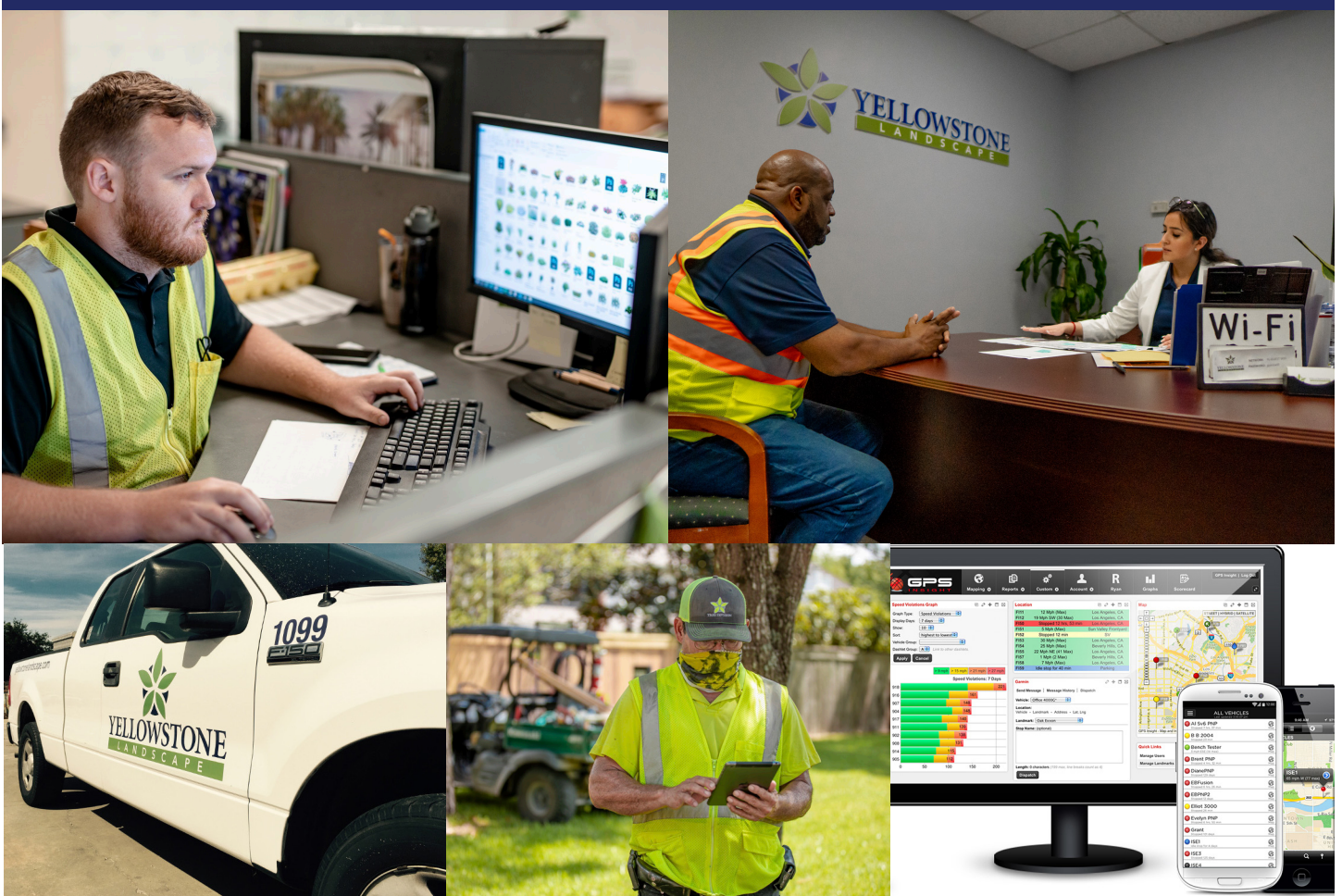
Innovation Irrigation: This includes smart controllers, rain sensors, micro irrigation

and drip irrigation to eliminate water waste, integrating recycled water intakes where natural sources are available.

Reducing Carbon Emissions: EFI equipment used by our service personnel reduces our fuel consumption by 25% compared with traditional outdoor power equipment. Our firm's EFI equipment purchases over the past 6 years have dramatically reduced greenhouse gas emissions over previously used carbuerated models.

Drought-Tolerant Plants & Trees: Installing the right plant material for your property's environment reduces the water consumption necessary for your plants and trees to thrive.

Our Technology at Work for You



Technology in the landscape industry is rapidly evolving. Yellowstone Landscape is taking advantage of this innovation to improve our communication, tracking, and billing systems, allowing us to offer more efficient service visits and faster response times for our clients.

Over a decade ago, we began issuing smart phones to all our field service supervisors and technical specialists, but as new products have come to market, Yellowstone has continued to improve our technological capabilities.

All Yellowstone Landscape fleet vehicles are equipped with GPS tracking devices, enabling us to see where our vehicles are at any given time,

and how long our service crews spend at each property. GPS tracking also enables our Safety teams to make sure our drivers are obeying speed limits and traffic laws.

In addition to field level improvements, Yellowstone continues to lead the industry with real time reporting on costs and labor utilization, enabling us to produce monthly service billings at greater than 99% accuracy. We even integrate with most major accounting systems, to help you automate your procurement system's payment processes.

We will remain technological leaders in our industry and as technology improves, so will we.

Landscape Maintenance



YELLOWSTONE
LANDSCAPE



Landscape Maintenance is all about the details. We're committed to getting the details right, so you can enjoy your landscape and take pride in its appearance.

From week to week, month to month, and year to year, there are **hundreds of details** that need to be coordinated for your landscape to look its best. Assuring that none of those details are overlooked requires a professionally administered, **integrated Landscape Maintenance program**.

Synchronizing routine maintenance activities like mowing, edging, weeding, trimming and clean-up, with fertilization and pest management applications, and your irrigation system's schedule and maintenance is no easy task.

That's why we incorporate all the details of our landscape services into **your Plan for Success™**.

Our Landscape Maintenance teams are trained in our industry's Best Practices. They behave as if they were a part of your staff and work hard to **solve problems while they're still called opportunities**. If the unexpected happens, our teams respond to correct the problem, quickly and professionally.

Your dedicated Account Manager will provide regular updates about what we're doing to maintain your landscape. Our goal is to provide you with **all the information you need** about your landscape, **when you need it**.

Seasonal Color Installations



If you want to make a big impact and create dramatic curb appeal for your community or commercial property, there is no better way than a professionally designed seasonal color display.

Our landscape designers and color bed installation experts will “bring the wow” to your entrances and feature areas with stunning seasonal color displays using only the highest quality, locally sourced plant materials.

Your color bed installations begin with a custom design proposal tailored to your preferences, incorporating seasonally appropriate flowers. We begin with bed preparation, the most critical part of the installation process, removing the

previous rotation’s plants and groundcover materials, bedline trenching, tilling of the soil and adding high quality fertilizers as needed.

We recommend installations with tighter spacing to create more vibrant color and instant impact. As conditions warrant, we can provide hand-watering and additional fertilization of seasonal flowers to promote healthy growth and prolong bloom times.

Regular maintenance of your seasonal color installation during service visits includes removal of withering plants and monitoring of the soil quality and checking that the plants’ watering requirements are being met.

Services for Sports Fields



When it comes to playability, proper sports turf maintenance is key. The last thing you want to see is an athlete suffer an injury on your field due to a lack of proper athletic field maintenance.

But beyond the risk of accidents or adverse impact on performance, you can also decrease the life of your field if it's not professionally maintained over time. Whether you have a synthetic turf field or natural turf, there is no such thing as "maintenance-free" when it comes to sports fields. Both require ongoing expert care not only to get the most out of them but in the case of synthetic turf, to make sure the warranty is not in jeopardy.

We understand that an athletic field is a significant financial commitment. But investing

in professional sports field maintenance is a protection of that asset. You deserve to get the longest possible life out of your fields and ongoing maintenance is the way to achieve that goal.

Purchasing, storing, maintaining, and finding staff to operate the specialized equipment needed to maintain your field is likely more than you want to deal with. Instead, leave your sports turf services to an athletic field maintenance company and free up your operating crew's time to focus on other tasks. This approach will help your entire sports complex to operate at the highest level. Our well-trained experienced technicians operate at a proficiency level that occasional equipment operators simply cannot match.

Request for Taxpayer Identification Number and Certification

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

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

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 - Southeast LLC		
	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.		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) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	<input checked="" type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate		
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ 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.		
	<input type="checkbox"/> Other (see instructions) ▶ _____		
	5 Address (number, street, and apt. or suite no.) See instructions. 3235 N. State Street, PO BOX 849		Requester's name and address (optional)
6 City, state, and ZIP code Bunnell, FL 32110			
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.

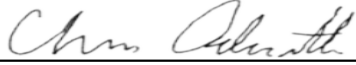
Social security number								
or								
Employer identification number								
2	0	-	2	9	9	3	5	0

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 ▶ 	Date ▶ 01/05/2023
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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)

4/1/2023

3/2/2023

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 : Safety National Casualty Corporation		15105
INSURER B : ACE Property and Casualty Insurance Company		20699
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES Main NI COI's **CERTIFICATE NUMBER:** 19337206 **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"/> SIR \$250,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	N	N	GL6676218	4/1/2022	4/1/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> 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	CA6676217	4/1/2022	4/1/2023	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 RETENTION \$	N	N	XOOG72569647	4/1/2022	4/1/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
A	<input checked="" type="checkbox"/> 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	LDS4066360	4/1/2022	4/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.
 Evidence of Coverage

CERTIFICATE HOLDER**CANCELLATION** See Attachments

19337206
Evidence of Coverage

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

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Policy Forms

General Liability

1. CG 20 10 12 19 Additional Insured - Owners, Lessees or Contractors - Ongoing Operations
2. CG 20 37 12 19 Additional Insured - Owners, Lessees or Contractors - Completed Operations
3. CG 20 28 12 19 Additional Insured - Lessors of Leased Equipment
4. CG 20 07 12 19 Additional Insured - Engineers, Architects or Surveyors
5. CG 24 04 12 19 Waiver of Subrogation
6. CG 20 01 12 19 Primary and Non-Contributory Coverage
7. SNGL 047 0514 Earlier Notice of Cancellation Provided to Third Parties

List of Named Insureds

Yellowstone Parent, L.P
Elk Intermediate Company I, Inc.
Elk Intermediate Company II, Inc.
Elk Buyer, Inc.
YLG Holdings, Inc.
Yellowstone Intermediate Holdings, Inc.
Yellowstone Landscape, Inc.
Yellowstone Landscape – Southeast, LLC
ALSW, LLC
Leaderscape – Palm Beach, LLC
Florida Landscape Consultants, LLC
Southeast Landscape Management Company, LLC
YLA - Midwest, LLC
Crawford Landscape Group, LLC
Acres Maintenance, LLC
Hayden Landscaping & Maintenance, LLC
Green-Up Landscape, LLC
Acres Enterprises, LLC
Yellowstone Landscape - Central, Inc
BLSW LLC
YLCSW, LLC
Texas Services, LLC
Native Land Design, LLC
Landscape USA- Austin, LLC
Ecoscape Solutions Group LLC
ELSW, LLC
Heads Up Landscape Contractors, LLC
Yellowstone Landscape West, LLC
SLM Holdings , LLC
Somerset Landscape LLC
Park Landscape LLC
Greener Pastures Landscaping LLC
Boren's Grass Groomers, LLC
Premier Sports Fields, LLC
Duke's Grounds Maintenance, LLC
Landscape Management Professionals, LLC
RKLT Properties, LLC
Bloom Floralscapes, LLC
KCS Landscape Management, LLC
Premier Sports Fields, LLC
Moore Landscapes, LLC
O'Donnell's Landscape Service, LLC



VALUED CERTIFICATE HOLDER

To whom it may concern:

In our continuing effort to provide timely certificate delivery, Lockton Companies is transitioning to paperless delivery of Certificates of Insurance.

To ensure electronic delivery for future renewals of this certificate, we need your email address. Please contact us via the methods below, referencing Certificate Number that is listed in the Certificate Holder box just above the Certificate Holder Name or in middle section just below the Insured box towards the top "**CERTIFICATE NUMBER:** ".

- ☐ Email: SE-EDelivery@lockton.com
- ☐ **Include the Certificate ID number**
- ☐ **Subject line: TSU E-Delivery**

If you no longer need this certificate, please contact us at the email address above, reference the Certificate Holder ID number and use this subject line: "Certificate Removal"

The above inbox is for automating electronic delivery of certificates only. Please do NOT send future certificate requests to this inbox.

Thank you for your cooperation and willingness in reducing our environmental footprint.

Lockton Companies

Lockton Companies
3280 Peachtree Road NE, Ste. 250
Atlanta, GA 30305

2022 / 2023

Volusia County Business Tax Receipt

Issued pursuant to F.S. 205 and Volusia County Code of Ordinances Chapter 114-1 by:
Volusia County Treasury and Billing - 125 W New York Ave, Room 120, Deland, FL 32720 - (386) 943-7085



Account #: 202001200001 Expires: September 30, 2023
Business Location: 1077 DERBYSHIRE RD
Business Name: YELLOWSTONE LANDSCAPE-SOUTHEAST, LLC
Owner Name: TIMOTHY PORTLAND
Mailing Address PO BOX 849
BUNNELL, FL 32110

BUSINESS TYPE	REQ DOC #	CODE	COUNT	TAX
Business Service	JB226125	471	51	\$150.00
Business Service State Lic Req	JB226125	472	1	\$22.00
Hazardous Waste Fee	JB226125	HW	1	\$44.00

- This receipt indicates payment of a tax, which is levied for the privilege of doing the type(s) of business listed above within Volusia County. This receipt is non-regulatory in nature and is not meant to be a certification of the holder's ability to perform the service for which he is registered. This receipt also does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.
- The business must meet all County and/or Municipality planning and zoning requirements or this Business Tax Receipt may be revoked and all taxes paid would be forfeited.
- The information contained on this Business Tax Receipt must be kept up to date. Contact the Volusia County Treasury and Billing for instructions on making changes to your account.

THIS PORTION OF THE BUSINESS TAX RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

Volusia County Business Tax Receipt

Treasury and Billing - 125 W New York Ave, Room 120, Deland, FL 32720 - (386) 943-7085

DATE PAID: 07/26/2022
RECEIPT #: 476021
TOTAL TAX: \$216.00
PENALTY: \$0.00

TOTAL PAID: \$216.00



Business Name: YELLOWSTONE LANDSCAPE-SOUTHEAST, LLC
Owner Name: TIMOTHY PORTLAND
Mailing Address PO BOX 849
BUNNELL, FL 32110

Account #: 202001200001 Expires: September 30, 2023
Business Location: 1077 DERBYSHIRE RD

PLEASE DETATCH THIS PORTION OF THE BUSINESS TAX RECEIPT FOR YOUR RECORDS.