

**AGREEMENT FOR SINGLE PURCHASE OF SERVICES  
Parks, Sports Fields and Trails Landscape and Maintenance Services**

This Professional Services Agreement (“Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between the **CITY OF STONECREST, GEORGIA** (“City”), and **Yellowstone Landscape Southeast, LLC** (“Contractor”).

**WITNESSETH:**

**WHEREAS**, Contractor is engaged in the business of providing landscape and maintenance services at the City’s parks, sports fields, and trails for ITB-0013-25 Parks, Sports Fields and Trails Landscape and Maintenance Services; and

**WHEREAS**, the City of Stonecrest sought bid responses from qualified vendors for landscaping and maintenance services; and

**WHEREAS**, the City desires to engage the Contractor, and the Contractor agrees to render certain landscaping and maintenance services to the City pursuant to the terms and conditions set forth below.

**NOW, THEREFORE**, in consideration of the mutual terms, conditions and covenants set forth herein, the parties hereto agree as follows:

1. **SERVICES**. Contractor agrees to provide professional services to the City as detailed in **Exhibit A** (“Services”). If any services to be performed are not specifically listed in Exhibit A, or herein, but are reasonably necessary to accomplish the purpose of this Agreement, Contractor agrees to perform such services at the direction and approval of the City Manager or his/her designee. In the event of any conflict between the terms of Exhibit A and this Agreement, the terms of this Agreement shall control.
2. **COMPENSATION**. In consideration for Services, the City shall pay to Contractor a fee not to exceed the amounts indicated in **Exhibit B** (“Cost Proposal”). The City agrees to pay Contractor’s invoices within thirty (30) days of receiving same. As the City is a local government entity and thus exempt from sales taxation, notwithstanding the terms of the proposal, Contractor acknowledges that the City shall not be responsible for payment of any sales taxes on any invoices submitted for the services provided under this Agreement.
3. **TERM**. This Agreement shall commence on the date all parties have executed this Agreement (“Effective Date”) and shall terminate absolutely without further obligation on the part of the City by December 31, 2026 (“Initial Term”). This Agreement shall automatically renew upon the same terms and conditions at the end of the Initial Term and terminate at the end of each succeeding calendar year for which it may be renewed, for a total term not to exceed one (1) year, unless the City provides written notice of non-renewal to Contractor thirty (30) days prior to the expiration of the applicable renewal term or if the Agreement is otherwise terminated pursuant to the terms herein. The Agreement shall terminate absolutely without further obligation on the part of the City at the end of each year.

#### **4. RELATIONSHIP OF THE PARTIES.**

- (a) Independent Contractors. Nothing contained herein shall be deemed to create any relationship other than that of independent contractor between the City and Contractor. This Agreement shall not constitute, create, or otherwise imply an employment, joint venture, partnership, agency or similar arrangement between the City and Contractor. It is expressly agreed that Contractor is acting as an independent contractor and not as an employee in providing the Services under this Agreement.
- (b) Employee Benefits. Contractor shall not be eligible for any benefit available to employees of the City, including but not limited to workers' compensation insurance, state disability insurance, unemployment insurance, group health and life insurance, vacation pay, sick pay, severance pay, bonus plans, pension plans, or savings plans.
- (c) Payroll Taxes. No income, social security, state disability, or other federal or state payroll tax will be deducted from payments made to Contractor under this Agreement. Contractor shall be responsible for all FICA, federal and state withholding taxes, and workers' compensation coverage for any individuals assigned to perform the Services for the City.

#### **5. WARRANTY ON SERVICES RENDERED.** The Contractor warrants its Services and workmanship shall be (i) free from defects; (ii) performed as stipulated in the bid/proposal documents and conform to all specifications; (iii) performed by skilled personnel experienced in and competent of doing the kind of work assigned to them; and (iv) performed in accordance to all applicable federal, state, and local laws, regulations, rules and policies. Upon receipt of written notice of a defect, the Contractor shall repair the defect in a timely manner at no expense to the City.

#### **6. TERMINATION FOR DEFAULT.**

- (a) The City may, subject to the provisions of subparagraph (c) below, by written notice of default to the Contractor, terminate the whole or any part of this Agreement in any one of the following circumstances; (i) if the Contractor fails to perform this Agreement within the time specified herein or any extension thereof; or (ii) if the Contractor fails to perform any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and does not cure such failure within a period of ten (10) days after receipt of notice from the City specifying such failure.
- (b) In the event the City terminates this Agreement in whole or in part as provided in subparagraph (a) above, the City may procure, upon such terms and in such manner as the City may deem appropriate, services, similar to those so terminated, and the Contractor shall be liable to the City for any excess costs for the same, including without limitation all costs and expenses of the type specified in the

“WARRANTY” paragraph of this Agreement; provided, that the Contractor shall continue the performance of this Agreement to the extent not terminated hereunder.

- (c) Except with regard to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes may include, but are not limited to, acts of God, or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, flood, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule. The term “subcontractor” shall mean subcontractor at any tier.
- (d) If, after notice of termination of this Agreement under the provisions of this paragraph, it is determined for any reason that the Contractor was not in default under the provisions above or that the default was excusable under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination has been issued pursuant to the “Termination for Convenience” paragraph of this Agreement.
- (e) The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

7. **TERMINATION FOR CONVENIENCE.** The City may at any time by written notice terminate all or any part of this Agreement for the City’s convenience. If this Agreement is terminated, in whole or in part, for the City’s convenience, the Contractor shall be paid an amount, to be mutually agreed upon, which shall be adequate to cover the actual and reasonable cost paid by the Contractor for the actual goods and labor reasonably used by the Contractor to perform the work under this Agreement to the effective date of termination, plus a reasonable profit thereon; provided that no amount shall be paid to the Contractor for (i) any anticipatory profits related to work under this Agreement not yet performed, or (ii) costs incurred due to the Contractor’s failure to terminate work as ordered on the effective date of termination. In no event shall the total amount paid under the provisions of this paragraph exceed the prices set forth in this Agreement for the work terminated.

8. **DISPUTES.** Pending resolution of any dispute hereunder, the Contractor shall proceed diligently with the performance of work in accordance with the City’s direction.

9. **INDEMNIFICATION.** To the fullest extent permitted by law, Contractor agrees to indemnify and hold harmless the City and its governing officials, agents, employees, and representatives (collectively, the “City Indemnitees”) from and against any and all liabilities, demands, losses, damages, fines, penalties, costs or expenses (including reasonable attorney’s fees and costs), incurred by any City Indemnatee as a result of or arising out of (i) the wrongful misconduct or negligence (including fraud) of Contractor or its employees, agents, and representatives in performing this Agreement; (ii) a material breach by Contractor of its covenants; or (iii) failure by Contractor or its employees, agents, and representatives to comply with all applicable federal, state, or local law, rule or regulation in connection with services provided under this Agreement. These obligations shall survive termination.
10. **RISK MANAGEMENT REQUIREMENTS.** The Contractor shall abide by the City’s applicable Risk Management Requirements, attached to this Agreement as **Exhibit C** and incorporated herein by reference.
11. **STANDARD OF PERFORMANCE AND COMPLIANCE WITH APPLICABLE LAWS.**
- (a) Contractor warrants and represents that it possesses the special skill and professional competence, expertise, and experience to undertake the obligations imposed by this Agreement.
  - (b) Contractor agrees to perform in a diligent, efficient, competent, and skillful manner commensurate with the highest standards of the profession, and to otherwise perform as is necessary to undertake the Services required by this Agreement, including the requirements set forth in the Certification of Sponsor Drug Free Workplace, attached hereto as **Exhibit D** and the Purchasing Policy Addendum attached hereto as **Exhibit E**.
  - (c) Contractor warrants and represents that it will, at all times, observe and comply with all federal, state, local and municipal laws, ordinances, rules, and regulations, relating to the provision of the Services to be provided by Contractor hereunder or which in any manner affect this Agreement.
12. **GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT:** Pursuant to O.C.G.A. Section 13-10-91, for as long as this Agreement remains in effect, Contractor will be registered with and participate in the federal work authorization program to verify the immigration status of newly hired employees (“E-Verify”). Contractor will execute the O.C.G.A. Section 13-10-91 compliance affidavit on **Exhibit F**, attached hereto and incorporated herein.
13. **THE CITY’S ASSISTANCE AND COOPERATION.** During the Contractor’s performance of this Agreement, the City may, but has no obligation to, provide assistance to, or cooperate with, the Contractor in activities that facilitate the proper performance and completion of this Agreement by the Contractor. Such assistance and cooperation may include without limitation: (i) providing engineering or other analysis or advice on correcting



problems; (ii) refraining from strict enforcement of time schedule requirements under this Agreement; (iii) permitting use of test materials or documentation not performed or produced under this Agreement. Such assistance or cooperation by the City shall not be construed, and the Contractor agrees that it will not claim that any such assistance or cooperation operates, to relieve the Contractor from complete, proper and punctual performance of all the Contractor's obligations under this Agreement.

**14. WORK ON THE CITY'S DESIGNATED PREMISES.** In the event that the Contractor, the Contractor's employees or agents or the Contractor's subcontractors enter the City's designated premises for any reason in connection with this Agreement, the Contractor and such other parties shall observe all security requirements and all safety regulations.

**15. CONFLICTS OF INTEREST.** Contractor warrants and represents that:

- (a) The Services to be performed hereunder will not create an actual or apparent conflict of interest with any other work it is currently performing;
- (b) Contractor is not presently subject to any agreement with a competitor or with any other party that will prevent Contractor from performing in full accord with this Agreement; and
- (c) Contractor is not subject to any statute, regulation, ordinance, or rule that will limit its ability to perform its obligations under this Agreement. The parties agree that Contractor shall be free to accept other work during the term hereof; provided, however, that such other work shall not interfere with the provision of Services hereunder.

**16. CONFIDENTIAL INFORMATION.** Contractor acknowledges that it may have access to and become acquainted with confidential information, including, but not limited to, any information the disclosure of which is limited by state or federal law. Unless approved in advance in writing or is required to be disclosed by court order, subpoena or by law, neither Contractor nor any of its employees, will disclose, transfer, distribute or allow access to any confidential information of the other party to third parties. These obligations shall survive termination.

**17. ASSIGNMENT AND SUBCONTRACTING.** The Contractor shall not assign this Agreement or any portion of this Agreement, nor shall the Contractor subcontract for goods or completed or substantially completed services purchased hereunder without the prior express written consent of the City. No assignment or subcontract by the Contractor, including any assignment or subcontract to which the City consents, shall in any way relieve the Contractor from complete and punctual performance of this Agreement, including without limitation all of the Contractor's obligations under the warranty provisions of this Agreement.

**18. ATTORNEYS' FEES.** Both parties agree to pay reasonable attorneys' fees to the other party should either party be required to incur attorneys' fees in enforcing the provisions of this Agreement or in the collection of any monies herein required to be paid by the other party.

**19. GOVERNING LAW AND CONSENT TO JURISDICTION.** This Agreement is made and entered into in the State of Georgia, and this Agreement and the rights and obligations of the parties hereto shall be governed by and construed according to the laws of the State of Georgia without giving effect to the principles of conflicts of laws. The jurisdiction for resolution of any disputes arising from this Agreement shall be in the State Courts of DeKalb County, Georgia.

**20. NOTICES.** All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally in hand, or when mailed by certified or registered mail, return receipt requested with proper postage prepaid, addressed to the appropriate party at the following address or such other address as may be given in writing to the parties:

**If to the City:**

City Manager  
City of Stonecrest  
3120 Stonecrest Blvd.  
Stonecrest, Georgia 30038  
Email: [gscruggs@stonecrestga.gov](mailto:gscruggs@stonecrestga.gov)

**With copies to:**

City Attorney  
Denmark Ashby, LLC  
100 Hartsfield Centre Pkwy, Ste. 400  
Atlanta, Georgia 30354  
Email: [wdenmark@fincherdenmark.com](mailto:wdenmark@fincherdenmark.com)

**If to the Contractor:**

Yellowstone Landscape Southeast, LLC  
4386 Lilburn Industrial Way  
Lilburn, Georgia 30047  
Email: [cmcallister@yellowstonelandscape.com](mailto:cmcallister@yellowstonelandscape.com)

**21. NON-WAIVER.** The failure by either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict performance with every provision of this Agreement.

**22. SEVERABILITY.** If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

**23. INTERPRETATION.** The Parties acknowledge that this Agreement and all the terms and conditions herein have been fully reviewed and negotiated by the Parties. Having acknowledged the foregoing, the Parties agree that any principle of construction or rule of law that provides that, in the event of any inconsistency or ambiguity, an agreement shall be construed against the drafter of the agreement shall have no application to the terms and conditions of this Agreement.

**24. AMENDMENTS.** Any and all modifications or changes to this Agreement must be in writing and signed by the parties to this Agreement.

25. **COUNTERPARTS.** This Agreement may be executed in multiple counterparts, each of which shall constitute the original, but all of which taken together shall constitute one and the same Agreement. PDF signatures shall constitute original signatures.

26. **ENTIRE AGREEMENT.** This Agreement, which includes the exhibits attached hereto, contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior discussions, representations and understandings, whether oral or written. In case of conflict between any term of the Contractor's Bid/Proposal and this Agreement, the terms of this Agreement shall control unless otherwise stated herein.

27. **CAPTIONS.** The captions appearing herein are for convenience of reference only and shall not affect the meaning or interpretation of this Agreement or any clause or provision hereof.

**IN WITNESS WHEREOF**, said parties have hereunto set their seals the day and year written below.

Executed on behalf of:

**CITY OF STONECREST, GEORGIA,**

BY:

TITLE:

[Seal]

ATTEST (sign here):

Name (print):

DATE:

\_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

**[SIGNATURES CONTINUED ON NEXT PAGE]**

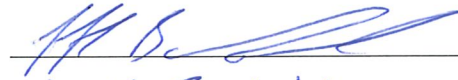
Executed on behalf of:

**YELLOWSTONE LANDSCAPE SOUTHEAST, LLC**

BY (sign here):

Name (print):

Title:

  
Jeff Barksdale  
General Manager


[Corporate Seal]

ATTEST (sign here):

Name (print):

Title:

DATE:

  
DON ADAMS  
BRANCH MANAGER  
11-18-2025

## EXHIBIT A SCOPE OF SERVICES

1. **PURPOSE:**

The City of Stonecrest is seeking bids from qualified and experienced bidders, (hereinafter referred to as “Contractor”) to provide landscape and maintenance services at our City Parks, Sports fields, and Trails. Services shall be performed in accordance with the terms, conditions, and scope of services contained in this Invitation to Bid (ITB).

The Contractor shall furnish all labor, materials, equipment, personnel, tools, transportation, supervision, machinery, fuel and other incidentals necessary to perform the services requested herein and typical of these types of projects.

Prices offered on the Attachment “B” - Bid Cost Proposal Form (Bid Sheet) are all inclusive and shall constitute complete compensation. Failure on the part of the Contractor to completely and properly evaluate any factors of costs prior to bidding shall not form a basis for additional compensation.

2. **BACKGROUND:**

A Vibrant Mosaic in the Heart of Georgia nestled in the southeastern corner of DeKalb County, Georgia, lies the young city of Stonecrest. Incorporated in 2017, Stonecrest boasts a vibrant tapestry woven from its diverse community, burgeoning development, and natural beauty. The population as of July 2023 is 60,677, an increase from the April 2020 census of 59,194. The City provides municipal Parks and Recreation services.

3. **CONTRACT ADMINISTRATOR/DESIGNEE/PROJECT MANAGER:**

The Director of Parks and Recreations is Kelly Ledbetter, he can be reached at [kledbetter@stonecrestga.gov](mailto:kledbetter@stonecrestga.gov) or (470) 442-3263. The designated Contract Administrator for this project is Reginald Powell, Facilities Operations Manager he can be reached at [rpowell@stonecrestga.gov](mailto:rpowell@stonecrestga.gov) or (470) 464-3460.

4. **GOVERNING REGULATIONS:**

The Contractor shall provide services in compliance with all state, federal, city, and county regulations and guidelines.

5. **PARK AND FACILITY LOCATIONS (See Attachment “C” – Park’s Maps):**

The Contractor shall provide landscaping and maintenance services at City parks, sports fields and trails. The approximate acreage of each park and facility has been provided below. The Contractor is responsible for measuring each field to determine appropriate prices for of the services requested herein.

Facilities	Address	Approximate Acreage	Landscaping	Sport Turf (Approximately)
Browns Mill Park Complex	5099 Browns Mill Road	10.78	3.93	6.85
Southeast Athletic Complex	5845 Hillvale Road	36.51	11.05	25.46
Salem Park	5290 Salem Road	3.34	3.34	
Gregory Moseley Park	5600 Miller Grove Road	1 acre	1.0	1.0

Fairington Park	2831 Fairington Parkway	5.26	1.90	3.36
“Botanical Garden” at Fairington Park	Intersection Fairington Club Drive and Fairington Pkwy	1.5	Entrance only	
Everett Park	5106 Klondike Road	84.6 acres		
Panola Shoals	4432 Panola Road (Snapfinger)	Trailhead	10.5	
Miller Grove Park (Coming Soon)	2458 Panola Road	10.05 acres		

6. PESTICIDE/FERTILIZER/WEED/PEST CONTROL:

Pesticides applications shall be in compliance with state and federal regulations and guidelines including but not limited to; the Georgia Pesticide Use and Application Act of 1976 and the Georgia Pest Contract Act, as amended.

6.1 The Contractor shall ensure any and all pesticides are applied in accordance with its label instructions, which are federally approved by the Environmental Protection Agency (EPA) ([www.epa.gov/pesticides](http://www.epa.gov/pesticides)).

6.2 The Contractor shall provide the Material Safety Data Sheets (MSDS) for all pesticide products to be used and received.

6.3 The Contractor shall receive prior written approval before application of pesticides.

6.4 The Contractor shall not use “Restricted” pesticides. Use of restricted pesticides.

6.5 The Contractor shall ensure pesticides are applied by employees that have current licenses and certification required to apply pesticides.

6.6 The Contractor shall maintain accurate records of all pesticide applications, including general-use and restricted-use products.

6.7 The Contractor shall maintain records of retention of any and all pesticide used during the term of this contract for an additional period of two (2) years from date contract ends.

6.8 The Contractor shall ensure all fertilizer and weed control chemicals are applied in accordance with the manufacturer instructions and are EPA approved products.

6.9 The Contractor shall practice care in protecting water quality in areas where pesticides, fertilizers and weed control chemicals are being used.

7. SERVICES TO BE PERFORMED:

The Contractor shall provide the pruning, edging, tree trimming, maintenance of shrubs, hedges, and plants, fertilizing, weed control, irrigation installation, maintenance and repair services, provide pest identification and pest control services, sports turf/baseball fields landscaping and maintenance services including field

lining/preparation, mulching, and debris pick-up.

7.1 Curbs, Sidewalks, etc.: are to be cleaned with mechanical blowers and/or brooms to maintain a neat appearance. Heavy accumulation of sand, gravel, leaves, etc. are to be removed with shovel and brooms if blowers provide unsatisfactory results.

7.2 Inspections:

The Contractor shall inspect the parks and fields for poison Ivey on a monthly basis and treat as necessary.

7.3 Edging:

During each occurrence;

7.3.1 Grass shall be trimmed during, or as an immediate operation following mowing. Trimming may be accomplished by hand or hand power shears or rotary nylon "fish line" cutting machines. Grass will be trimmed the same height as adjacent turf is mowed and remove all grass leaves from around all obstacles and vertical surfaces in the turf such as posts, tress, walls, cement medians. Particular attention will be given to trimming around sprinkler heads and other irrigation system fixtures to assure their proper water delivery function.

7.3.2 No "fish line" weed eaters are permitted to be used around trees or plant beds so as to prevent damage to the plant materials. In such instances, The Contractor shall remove weeds by hand and/or chemical application (Roundup or equal).

7.3.3 Mechanical edging (vertical trimming) of all turf edges abutting sidewalks, flush paved surfaces including all road curbs, drives, etc., will be done during or as an immediate operation following mowing. Turf edging at shrub beds, flower beds, ground cover beds, hedges or around trees where "edging" rather than "trimming" is direct shall be edged with a manual or mechanical edger to a neat vertical uniform line, every mowing cycle.

7.3.4 Dirt and debris produced by edging or trimming will be removed or swept from adjacent hard surface. Grass clippings and dirt must **NOT** be allowed to collect in curb areas.

7.3.5 Turfs will be edged by approximately eighteen (18) inches around all trees that are in lawn areas if directed by Contract Administrator / Designee. Turfs will be edged approximately ten (10) inches out from the drip line of shrubs and hedges (as applicable).

7.3.6 Chemical edging:

Chemical application (Roundup) may be used to kill weeds in and around areas such as planters, areas adjacent to buildings, tress, fence lines, sprinkler head, and cement medians. Prior to application of chemicals for this purpose all areas shall be trimmed to proper mowing height. Chemicals shall be applied in a manner to limit drift to six (6) inches.

7.3.7 The Contractor is responsible for replacement of all damaged sod/landscape materials at his/her cost. If not replaced within one week of notification, the City may replace the materials and deduct the cost from the Contractor's pay request.

7.4 Weeding:

Weeds are to be mowed, trimmed or edged from turf areas during each occurrence. Weeds are to be manually removed or chemically removed from shrubs, hedges, and ground cover of lower beds weekly. Weeds are to be removed from walkways, walkway and curb gutter expansion joints and along fence lines and cement noses of concrete medians during each occasion.

7.5 Pruning (Trees, Hedges, and Shrubs):

The Contractor shall performed pruning services regularly.

7.5.1 Shrub and Hedge Care:

Maintain shrubs in a healthy, growing correct-color condition and in the shape and area specified, or as specifically directed by Contract Administrator/Designee.

7.5.2 Hedge Trimming will be done once a month. Remove all cuttings and clippings from pruning and trimming operations on the same day as operation occurs.

7.5.3 Shade Trees shall be pruned and trimmed in accordance with the National Arborist Association for pruning of Shade Trees to keep the trees healthy and to maintain the natural character of the individual species.

7.5.4 At least (2) two months before rainy season begins the trees shall be trimmed back, tree branches shall not block common areas, and tree branches shall be cut back away from powerlines (as applicable).

Pruning may also include the following items:

- To remove sucker growth and to maintain clear visibility.
- Dead, dying or unsightly parts of the tree.
- Branches, dead wood and cuttings shall be removed from job sites of pruning and disposed in an acceptable manner.
- Sprouts growing at or near the base of the tree trunk.
- Branches that grow towards the center of the tree.
- Crossed branches that may rub together.
- Multiple leaders of a tree that normally have only one stem.
- Branches that have strong potential for damage by storms (preventative).
- Branches that have been damaged by storms (post storm event).
- Nuisance growth that interferes with view, walks, lighting or signage.
- Nuisance growth indicates potential conflict with people.
- No climbing spikes will be permitted. Pruning paint is prohibited. Sharp and proper pruning tools will remove portions of trees, including any sucker growth.
- No chemical treatment for sucker growth will be permitted.
- All lawn and shrub areas damaged by pruning equipment shall be replaced at the Contractor's expense.
- Do not use hedge shears for pruning.
- Machetes will not be permitted for any operations.
- All trimming and pruning debris are to be picked up and removed and properly disposed of on the day of each trimming.

7.6 Fertilization:

7.6.1 Grass/Sodd:

The fertilizer shall be a granular fertilizer with appropriate composition based on



existing gas and sod types. Fertilizer shall contain both major and micronutrients, sulfur coated, time released and applied at a rate of 1 lb. of nitrogen per 1,000 sq. ft. of grass and sod. Sod shall be fertilized three (3) times yearly, during the following months: January, April and October. Cost of fertilizer and application shall be included in the contract.

- 7.6.2 The Contractor shall adjust the irrigation systems according prior to applying the fertilizer. During heavy rain season the City may request a fourth application of fertilizer to all contract areas if needed. If needed, use of a general fertilizer shall be used at no extra charge to the City. The Contractor shall notify the Contract Administrator / Designee when they plan to apply fertilizer.
- 7.6.3 Fertilizer shall be applied to all designated areas where trees, shrubs, and ground covers are placed. Fertilizer shall be commercial grade.
- 7.6.4 Fertilizer shall be appropriate for specific species (please see attached plant list). Granular fertilizer can be utilized for plants on level terrain.
- 7.6.5 Trees shall be fertilized three (3) times per year: March, June, and October; at a rate specified by the manufacturer.
- 7.6.6 Granular fertilizer shall be applied on level maintenance areas at the drip line of the trees in a 4" wide band around the tree.
- 7.6.7 Chemical analysis sheets for all fertilizers to be applied shall be submitted to the City, prior to application, particularly tree, shrub, and ground cover fertilizer, along with recommended application rates as noted by the manufacturer.
- 7.6.8 Granular fertilizer shall be applied on level maintenance areas at the drip line of the trees in a 4" wide band around the tree.
- 7.6.9 All shrubs and ground covers shall be fertilized by broad casting the fertilizer over the landscape beds three (3) times yearly: March, June, and October at a rate of 1 lb. of fertilizer per every one (1) inch of main stem. No fertilizer shall be applied at the base against the trunks of stems of the plants.

7.7 Tree and Shrub Maintenance:

- 7.7.1 All plant and tree material are to be pruned in a manner to provide a neat natural appearance.
- 7.7.2 Limbs that obstruct buildings, walkways or vehicular traffic shall be removed. Shearing and selective pruning techniques are left to the discretion of the Contractor.
- 7.7.3 Shrubs shall be pruned to retain their natural shape, to promote bloom, and to meet accepted horticultural practices.
- 7.7.4 Growth shall be kept from encroaching on signs, walkways, driveways, and ventilation units. All formal hedges shall be trimmed to maintain desired shape and height.

- 7.7.5 Ornamental flowering trees are to be pruned at the proper time of year to encourage maximum flower production. Dead or damaged portions of plants shall be removed whenever possible.
- 7.7.6 All plant material will be fertilized with a balanced slow-release fertilizer in the dormant season and supplemented throughout the year as necessary to maintain vigorous healthy plant material.
- 7.7.7 The Contractor shall monitor trees and shrubs for signs of disease and insect infestations. If plants are affected appropriate recommendations for treatment shall be submitted to the City. When insect and/or disease problems are detected, legally approved chemicals are to be used to treat the problem.
- 7.7.8 Deep cut selective pruning and hard cutbacks will be performed on plant material during winter months, for corrective and restorative purposes. City shall be informed before any drastic cutbacks are performed.
- 7.7.9 All mulched shrub beds, maintained natural areas and walking paths, are to be treated with pre-emergence and post-emergence chemicals to control weeds. Weeds more than 2" tall are to be removed by hand and disposed of. Weeds less than 2" tall are to be treated with legally approved post-emergence herbicides.
- 7.7.10 All pruning debris is the responsibility of the Contractor. No debris may be disposed of onsite without the expressed permission of the City.
- 7.7.11 The Contractor is responsible for cutting and removing any fallen trees in the parks. The Contractor will be requested to provide a separate invoice prior to the removal of fallen tree(s).

7.8 Exterior Color:

- 7.8.1 Plants shall be watered as required to promote optimum growth. The Contractor shall make provisions to provide watering services up to two times per week for non-irrigated areas such as containers. If further watering is necessary, Contractor shall notify the City.
- 7.8.2 The Contractor is responsible for monitoring the water needs of all seasonal color beds and coordinating the appropriate irrigation settings.
- 7.8.3 It is the responsibility of the Contractor to arrange for and oversee watering of the planters and un-irrigated beds.
- 7.8.4 Plants shall be monitored for the presence of insects or diseases and shall be treated accordingly. An Integrated Pest Management (IPM) strategy, emphasizing least toxic choices, preventative cultural practices and most effective and cost-efficient results shall be implemented.
- 7.8.5 Soil shall be cultivated periodically to promote adequate aeration and to counteract the effects of soil compaction. Soil surfaces shall be left smooth to maintain a neat appearance.
- 7.8.6 The Contractor should be able to provide landscape design recommendations for new plantings. Cost will be charged on an hourly rate basis as requested by the City.

- 7.8.7 Spent or dead blooms, including stems, declining foliage and plant debris shall be removed to encourage continued blooming and maintain a neat appearance. Plants shall be fertilized with either a balanced liquid or bloom-inducing fertilizer to promote lushness and colorful displays.

7.9 Ground Cover and Beds:

- 7.9.1 Open ground between plants shall be kept weed-free using mechanical or chemical methods.
- 7.9.2 All plant materials shall be free of insects and disease. At all times public and environmental safety is to be considered when applying pesticides.
- 7.9.3 Ground covers shall be fertilized, with a complete fertilizer, as appropriate and as recommended by the Contactor.
- 7.9.4 Litter and debris shall be removed during maintenance visits in order to ensure a neat appearance.
- 7.9.5 Soil surfaces shall be raked smoothly and cultivated regularly.
- 7.9.6 Vines shall be trimmed neatly against supporting structures and kept within bounds.
- 7.9.7 Ground covers shall be kept trimmed within curbs and along walkways. They shall not be allowed to grow into or through shrubs or other plantings.
- 7.9.8 Sign faces and windows shall be kept clear of encroaching growth.
- 7.9.9 Litter shall be removed as color is generally in a focal area. Color beds and containers shall not be void of plant material at any time. Should any plant material need to be replaced due to any type of damage a proposal for replacement shall be submitted and approved by the City prior to replacement.

7.10 Mulch:

The Contractor shall supply and apply mulch at designated areas on an as needed basis.

- 7.10.1 Mulch shall be a minimum of 3" of course organic mulch at all times over bare soil areas surrounding shrubs.
- 7.10.2 Mulch shall be applied so that it is below grade (curb, edging, etc.) by half an inch. Some additional grading preparation and grading of areas adjacent to sidewalks or edging, etc. may be required to keep the finish grade of the mulch at an appropriate level.

7.10.3 Refresh Mulch:

- 7.10.3.1 The Contractor shall inspect each area during each service.
- 7.10.3.2 Every six (6) months top dress all mulched areas with 1 inch of mulch
- 7.10.3.3 Mulch shall be maintained in plant beds (where it already exists) in order to maintain a depth of three (3) inches at all times.

7.10.3.4 Beds shall be clear of weeds prior to the application of new mulch to maintain the three (3) inch depth to plant beds.

7.10.3.5 Mulch shall be maintained around trees up to three (3) inches in order to maintain a depth of three inches at all times.

7.11 Litter and Debris Control:

The Contractor shall assist the City with clearing of litter and debris annually in preparation for weather events (strong winds, Storms, Emergencies, etc.) on an as needed basis.

7.11.1 Litter removal from turf areas and plant beds and designated areas shall be complete prior to each mowing operation in the same day.

7.11.2 Litter to be removed includes paper, glass, trash, undesirable materials or debris (unauthorized paper signs), deposited or blown onto the sites.

7.11.3 Tree limbs will also be removed.

7.11.4 Litter is to be removed entirely from the sites and disposed accordingly.

*Failure to pick up debris will result in a \$50.00 per day fee, as long as the debris remains which shall be deducted from the Contractor's pay request.*

7.12 Blowing/Clearing:

The Contractor shall use a blower to clear all walkways, parking lots and curbs along common to ensure a neat, clean appearance after mowing.

7.13 Landscaping/Materials:

7.13.1 The Contractor shall notify the City of any damaged plant material that needs to be replaced.

7.13.2 Any plant material damaged by the Contractor equipment or personnel will be replaced by the Contractor at the Contractors expense.

7.13.3 The City shall approve any proposed new landscaping in advance of any work being completed.

7.13.4 Contractor shall perform installation at hourly rates provided.

7.14 Turf Maintenance:

The Contractor shall provide a seven-point chemical program for all athletic turf areas, following the proposed schedule below. Recommendations for schedule modification limited to pre-emergent weed control fertilizations and post-emergent treatments, insecticides, fungicides, lime, and other chemicals consistent with best management practices. The Contractor shall provide the materials, equipment, and labor to perform all applications. The Contractor shall ensure sports field maintenance schedule/program is developed and monitored by a Certified Sports Field Manager.

7.15 Seven Point Chemical Program:

- 1st Application – First week of March, pre-emergent weed control and 10-10-10 fertilizer

- 2nd Application – First week of April, pre-emergent weed control and fertilizer adjusted based upon soil test.
- 3rd Application - Second week of May, granular nitrogen with iron, weed control and ammonium nitrate
- 4th Application – Third week of June, granular nitrogen, weed control and ammonium nitrate.
- 5th Application – Fourth week of July, granular nitrogen, weed control and ammonium nitrate.
- 6th Application – Fourth week of August, pre-emergent and weed control. Do not apply on fields that are being over seeded.
- 7th Application – Fourth week of September, pre-emergent, weed control and pre-emergent. Do not apply on fields that will be over seeded. Provide and treat all grass athletic fields for fire ants twice per year in the spring, summer and as needed during the warmer months.
- The Contractor will ensure chemical program is developed and monitored by a Georgia Department of Agriculture licensed fertilizer and pesticide applicator.
- Conduct soil testing on each sports field at least once per year. Adjust the chemical treatment program based upon the results of the soil test.

7.16 Turf Fertilization & Weed Control:

The Contractor shall use well-balanced fertilizer shall be used to maintain a healthy green color and shall be applied based upon Contractor's knowledge and needs of the area. All lawn areas shall be treated with crabgrass prevention and broad leaf weed control products as necessary.

7.17 Aerating:

7.17.1 The Contractor shall perform core aeration of all grass athletic fields three times per year in May, July, and October. The schedule may vary based upon the weather conditions but at no time will the aeration be done sooner than four weeks after the previous aeration.

7.17.2 The Contractor shall perform aeration when the turf is actively growing and not under stress.

7.17.3 Space aeration holes between 2-3 inches (this often requires 3 passes in different directions).

7.17.4 Crumble and spread dried soil cores over the turf by using a flexible steel mat or by some other means.

7.17.5 Use a vibratory tine aerator to a depth of 2-3 inches during the winter months and as needed during the rest of the year to alleviate compaction.

7.17.6 Top Dressing:

After each aeration, the fields will be top dressed with sand as part of a continual process to eventually smooth out all lumps in the turf and soften the field surface. Apply no more than ½" of material during an application. Incorporate the material by mat dragging.

7.17.7 Verti cutting:

The Contractor shall have the ability to provide de-thatch as needed within a comprehensive sport field maintenance schedule/program.

7.18 Baseball/Softball/Soccer Field Landscaping and Maintenance Services:

The Contractor shall perform the following but not limited to landscape and maintenance services;

7.18.1 Leveling:

Ensure all fields are leveled and regulation complaint.

7.18.2 Drag the dirt infields twice weekly during the season of typically active play to provide a safe playing surface. A schedule of fields to be prepared will be provided on a weekly basis. Drag the dirt infields once per week during the season that is not typically active play.

7.18.3 Blowout dugouts and pitching warmup lanes as needed during the season of typically active play.

7.18.4 Inspect outfield turf weekly to locate any holes in the playing surface and fill all holes with topsoil and cover with sand.

7.18.5 Sod cut and box scrape all lips to eliminate hazards.

7.18.6 Add infield clay / sand mix during the winter months prior to scheduled play in the spring and, add infield mix in the summer months before play in the fall.

7.18.7 Provide and install infield dirt conditioner to promote drainage and a softer surface. City to provide conditioner.

7.18.8 Inspect and repair any fencing that is detached or curling.

7.18.9 Inspect dugout gate latches and doors weekly and make repairs as needed.

7.18.10 Perform other necessary services to maintain regulatory requirements.

**Note:** The City is in the process of obtaining services to bring our fields up to regulated standards. Once this work has been completed, the Contractor shall perform the necessary landscaping and maintenance services required to maintain regulatory standards.

7.19 Trail And Trailhead

The Contractor shall provide landscaping and maintenance services at City trails and trailhead(s) to ensure they remain clean, safe, and assessable greenspace to residents and visitors.

7.19.1 Emergency Debris Removal Services: The Contractor shall provide debris removal services at trails and trailhead(s) on an as needed basis.

7.19.2 Debris and Trash:

The Contractor shall remove and dispose of all debris and trash found along the trails and trailhead(s) on a weekly basis.

7.19.3 Disposal:  
The Contractor shall dispose of all debris and trash in the dumpsters located at the designated area(s).

7.19.4 Reporting:  
The Contractor shall immediately report any damage and safety concerns and unsafe conditions to the Contract Administrator / Designee.

7.19.5 Paved/Concrete Areas:  
The Contractor shall perform edging and cleaning services weekly paved/concrete portion of the trailhead (parking and seating areas) shall be edged and blown off weekly.

7.19.6 Graffiti/Property Damage:  
The Contractor shall immediately (same day discovered) report graffiti and property damage (signs, benches, tables, etc.) to the Contract Administrator / Designee.

7.20 Parking Lots:  
The Contractor shall ensure parking lots and surrounding areas are always clean. Services shall include but are not limited to:

7.20.1 Inspection Services:  
The Contractor shall perform inspection services at the designated parking lots and surrounding areas daily.

7.20.2 Debris and Trash:  
The Contractor shall remove and dispose of all debris and trash in dumpster(s) located in the designated area(s).

7.20.3 Mulch:  
The Contractor shall ensure mulch is replacement/refreshed at least once a year to maintain a neat appearance at designated parking lot islands.

**Note:** Additional replacement/refresh services may be requested on an as needed basis to maintain appearances after heavy rain or weather conditions.

7.20.4 Parking Lot Islands:  
The Contractor shall provide landscape and maintenance services to all parking lot islands. The islands shall be kept weed free and mowed regularly to control overgrowth.

7.20.6 Trees and Shrubs:  
The Contractor shall ensure all trees and shrubs are pruned and trimmed regularly to maintain a neat and clean appearance. Annual tree and shrub pruning and trimming shall occur every January.

7.20.7 Vegetation:  
The Contractor shall ensure all vegetation is trimmed and cut back to prevent damage to vehicles. Any vegetation where the growth has the potential to harm a pedestrian or vehicle shall be pruned when discovered.

7.21 Irrigation System Services:

7.21.1 Initial Inspection:

Upon award of this contract and completion of an initial inspection of the existing irrigation system.

7.21.2 Estimate for Initial Repairs:

The Contractor shall provide a formal written estimate inclusive of additional cost for repairs and services needed to bring the system to acceptable working conditions to the City. Repairs shall be completed at the City's expense, if approved.

7.21.3 Maintenance and Repair:

7.21.3.1 After initial repairs are made, the Contractor shall provide maintenance and repair services to the existing irrigation systems at each location. The Contractor shall present repairs and maintenance requirements to the Contract Administrator / Designee immediately and receive written approval prior to performing repairs.

7.21.3.2 The City shall agree to be financially responsible to replace and repair time clocks and related valves in a timely basis. Invoices presented without the proper authorization will not be accepted or paid.

7.21.3.3 The Contractor shall at no additional cost, fully cooperate and respond to assist and repair malfunctioning sprinkler systems on a 24-hour basis, seven days a week. Contract price shall include a system start-up and winterization.

7.21.3.4 Scheduled Inspections and Testing Services:

The Contractor shall perform regular inspections and testing services on existing irrigation systems. After each mowing and edging service, the irrigation system shall be inspected for damage. In May, July and September, the irrigation system will be checked, and spray patterns will be adjusted, and watering schedules modified as necessary to assure full coverage of the fields.

7.21.4 Winterization:

In November, the irrigation systems shall be shut down and winterized. The water shall be turned off at the water meter and the RPZ and lines shall all be drained.

7.21.5 Timers/Controllers:

7.21.5.1 The Contractor shall monitor timers and controllers to ensure they are functioning properly and ensure a cost savings to the City.

7.21.5.2 The Contractor shall make necessary programming adjustments to timers and controllers as needed. Adjustments shall be made in accordance to seasonal weather conditions. The Contractor shall make efforts to maximize water usage to minimize overflow onto sidewalks, driveways, streets, buildings, and common area with foot traffic.

7.22 Damages:

The Contractor shall notify the Contract Administrator / Designee of any damages caused by



its employees/staff immediately. If Contractor employees/staff cause damage to the irrigation system, damages and/or kills flowers/shrubbery/trees by mowers, metal-blade edgers, trimmers or pesticide application, the Contractor shall be responsible for all repairs and replacements at no additional cost to the City. Repairs and replacements shall occur within forty-eight (48) hours of the date and time of incident.

7.23 Supplies:

The Contractor shall be responsible for all supplies including but not limited to; turf chemicals, cleaning solvents, and any other materials required to perform the service herein.

7.24 Other Services:

7.24.1 Spring Clean-Up:

The Contractor shall be performed as follows and should be included in the pricing. Spring cleanup shall include, but not be limited to, leaf removal from all beds, turning flower beds as appropriate, remove winter wrapping and remove any sand and gravel from beds and lawns.

7.24.2 Fall Clean-Up:

The Contractor shall be performed as follows and should be included in the pricing. Fall clean up shall be in late fall after all leaves have fallen from the trees in the area. Work shall include, but not be limited to, leaf removal from all areas of the property, removal of all dead annual plantings, cut back perennial plantings appropriately, wrap trees to prevent sunscald, covering of beds necessary to protect plants, etc.

7.24.3 Additional Services:

The City reserves the right to add other locations and request additional services. The Contractor shall provide an itemized written cost proposal for the additional location and additional services.

7.25 Emergency Services:

During and after a public emergency, disaster, hurricane, flood, and acts of God, the City shall be given "First Priority" for all services under this contract. Contractor agrees to provide all services to the City during and after the emergency / disaster at the same terms, conditions, and prices as provided in this solicitation and with a priority above and preference over services to the private sector.

7.26 Debris Removal Services:

During and after a public emergency, disaster, hurricane, flood, and acts of God, the Contractor may be required to provide assistance with debris and removal services on an as needed basis.

7.27 Field Supervisor:

The Contractor shall provide a field supervisor. The field supervisor shall have a minimum of three (3) years of experience as ground's maintenance supervisor.

7.28 Full Time Staff:

The Contractor shall provide one (1) full time employee/staff with a degree in turf management, agronomy, or related field management.

7.29 Horticultural Services:

The Contractor shall provide horticultural services. The employee/staff performing horticultural services must be certified.

8. CONTRACTOR RESPONSIBILITIES:

The Contractor shall ensure the playground equipment provided meets or exceeds all current Federal Consumer Public Safety Commission (CPSC), American Society for Testing Materials (ASTM), International Play Equipment Manufacturers Association (IPEMA) playground standards, any guidelines and requirements of the ADA and the Florida Building Code. **Please Note:** The Contractor will be responsible for \$100.00 of the materials/equipment in route to the site and at the site until the playground is turned over to the City.

- 8.1 The Contractor shall be responsible for any and all damage resulting from the improper use, damage, or caused by its employees/staff.
- 8.2 The Contractor must use effective project management practices while working on this project consisting of but not limited to; clear communication with the City and other parties involved in this project, management of time and resources, and documentation of all services performed.
- 8.3 The Contractor shall maintain all certifications, licenses, bonds, and certificate of insurance for the duration of this agreement.
- 8.4 The contractor shall be responsible for the protection of all personnel against hazards and/or injuries due to their operations at the work sites.
- 8.5 The Contractor shall correct any and all damage caused by their operations to the City's satisfaction at no additional cost to the City.
- 8.6 The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and provide reasonable protection to prevent damage to properties surrounding the work site, injury or loss to employees, materials, and equipment in connection with the performance of the work herein.
- 8.7 The Maintenance of Traffic (MOT) (if needed): The Contractor shall be in conformance with the applicable sections of the GDOT Section 150 – Traffic Control (as applicable).
- 8.8 The Contractor shall supervise and direct the work, using the Contractor's best skill and attention.
- 8.9 The Contractor shall enforce strict discipline and good order amongst its employees and other persons carrying out work under this agreement.
- 8.10 The Contractor shall be responsible to the City of acts and omissions of its employees, subcontractors, and other agents performing portions of the work for or on the behalf of the Contractor or any of its subcontractors.
- 8.11 The Contractor shall be responsible for protecting all existing utilities, irrigation, drainage structures, pipes and signs within the area in which work is being performed.
- 8.12 The Contractor shall assess the conditions at this site, notify the Contract Administrator / Designee in writing of any discrepancies, conflicts, or omissions promptly upon discovery, and make necessary recommendations to resolve identified issues.
- 8.13 Reporting Dangerous Conditions / Situations: The Contractor shall notify the Contract Administrator / Designee of any and all encounters with unsafe and dangerous conditions and/or unusual situations occurring at the work sites.

9. MEETINGS:

The Contractor shall participate in regular meetings throughout the term of this agreement. The date, time and place of the meeting will be arranged by the Contract Administrator / Designee.

9.1 Initial Meeting:

An initial kick off meeting will be held between the Contractor, designated Person of Contact (POC) and Contract Administration / Designee.

9.2 At this meeting, the Contractor shall identify his/her designated POC, supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities.

9.3 The POC shall represent the Contractor, and communications given to the person of contact shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be similarly confirmed in written requests in each case.

10. ISSUANCE OF NOTICE TO PROCEED AND PURCHASE ORDER (PO):

The Contractor shall not commence any work until receipt of a Notice to Proceed (NTP) and receipt of a Purchase Order (PO). Upon receipt of the NTP and PO, the Contractor shall commence work upon the direction of the Contract Administrator / Designee.

11. WORK SCHEDULE:

Regular work Hours: 7:00 am to 5:00 pm, Monday through Friday. The City will consider extended workdays or workweeks upon written request by the Contractor on a case-by-case basis. No work will be allowed on national holidays (i.e. Memorial Day, July 4th, Labor Day, etc.) and City observed holidays.

12. WEATHER:

12.1 If adverse weather conditions are affecting the Contractors' ability to perform the services herein, such incidents shall be documented and contain data substantiating that weather conditions were abnormal for the period of time.

12.2 The Contractor will be required to promptly notify the Contract Administrator / Designee in writing of any such delays. Any such notification received by the Contract Administrator / Designee less than 24 hours than regular schedule time to commence services will not be acceptable.

13. RESPONSE TIME:

The Contractor shall respond to e-mail/voice mail communication no less than twenty-four (24) hours from receipt of communication (e-mail/voice mail). The Contractor shall respond to requests for services within twenty-four (24) hours from receipt of request.

14. PERSON OF CONTACT:

The Contractor shall provide contact information for Primary and Secondary staff within the company who will be responsible for providing a response to City request for support services during the term of this agreement. Contact information shall include: Name of Contact(s), E-mail address. Website Information, Phone Number, and Fax Number.

15. CONTRACTOR AND SUBCONTRACTOR UNIFORM/BADGING:

The Contractor employees assigned to this contract must wear a professional uniform with the company name permanently affixed to the uniform. Uniforms shall comply with all safety provisions from OSHA and the City.

16. CONTRACTOR AND SUBCONTRACTOR VEHICLES:

The Contractor's company vehicles shall be distinctly labeled with the company name; and shall only be parked in designated spaces provided by the City.

17. DAMAGE REIMBURSEMENT:

The Contractor shall be solely responsible for, and shall reimburse the City, any and all costs and/or expense of any kind or nature relating to the correction of any damage to any City property resulting from the installation, maintenance, replacement of mounted equipment and infrastructure.

18. CLEAN UP:

The Contractor shall ensure all debris and trash is removed and disposed of in an appropriate manner after completing each form of service herein by the end of each workday. The Contractor shall thoroughly clean up all areas where work has been involved as mutually agreed with the associated location Contract Administrator / Designee.

19. WORK ACCEPTANCE:

19.1 Services to be performed under this agreement will be inspected by Contract Administrator / Designee. This inspection shall be performed to determine acceptance of work, appropriate invoicing and warranty conditions.

19.2 The Contract Administrator / Designee shall provide written notice of issues with services performed. Written notice shall be provided within a minimum of twenty-four (24) hours from which services were performed and considered completed.

20. INVOICING AND PAYMENT:

The Contractor shall submit a detailed "itemized" invoice. Invoices shall specify the location in which services performed, and type of services performed at the location. Billing price/rates shall be in accordance with Attachment "B" – Bid Cost Proposal Form (Bid Sheet).

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# EXHIBIT B

## COST PROPOSAL

Location No. 1: Browns Mill Park Complex					
ITEM NO.	Description	Unit of Measurement	Quantity	Unit Price	Total Price
1	Edging	WK	52	\$ 150	\$ 7,800
2	Mowing	WK	52	\$ 300	\$ 15,600
3	Pruning and Tree Trimming (Trees, Hedges, Shrubs)	WK	52	\$ 150	\$ 7,800
4	Tree and Shrub Maintenance	WK	52	\$ 100	\$ 5,200
5	Exterior Color: Plants	WK	52	\$ 50	\$ 2,600
6	Ground Cover and Beds	WK	52	\$ 50	\$ 2,600
7	Turf Maintenance Including Aerating Services (Baseball/Softball/Soccer Fields)	WK	52	\$ 150	\$ 7,800
8	Seven Point Chemical Program	YR	1	\$ 10,000	\$ 10,000
9	Parking Lots	WK	52	\$ 30	\$ 1,560
10	Weed Control (4 times per month March through October)	EA	48	\$ 40	\$ 1,920
11	Weed Control (3 times per month November through February)	EA	12	\$ 20	\$ 240
12	Pest Management: Insect and Disease Control (Once a month)	EA	12	\$ 50	\$ 600
13	Fertilization (3 times per year)	EA	3	\$ 100	\$ 300
14	Mulch Supply and Install (Once a year)	CY	30	\$ 75	\$ 2,250
	Litter and Debris Pick-Up	YR	1	\$ 200	\$ 200

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15					
16	Irrigation System Inspection, Maintenance and Repair Services	YR	1	\$ 100	\$ 100
17	Spring Clean-Up	EA	1	\$ 200	\$ 200
18	Fall Clean-Up	EA	1	\$ 200	\$ 200
19	Emergency Debris Removal Services	LS	1	\$ 100	\$ 100
20	Arborist/Horticultural Services	LS	1	\$ 100	\$ 100
TOTAL ANNUAL COST:					\$ 67,170

Location No. 2: Southeast Athletic Complex					
ITEM NO.	Description	Unit of Measurement	Quantity	Unit Price	Total Price
21	Edging	WK	52	\$ 150	\$ 7,800
22	Mowing	WK	52	\$ 400	\$ 20,800
23	Pruning and Tree Trimming (Trees, Hedges, Shrubs)	WK	52	\$ 150	\$ 7,800
24	Tree and Shrub Maintenance	WK	52	\$ 100	\$ 5,200
25	Exterior Color: Plants	WK	52	\$ 50	\$ 2,600
26	Ground Cover and Beds	WK	52	\$ 50	\$ 2,600
27	Turf Maintenance Including Aerating Services (Baseball/Softball/Soccer Fields)	WK	52	\$ 770	\$ 40,040
28	Seven Point Chemical Program	YR	1	\$ 20,000	\$ 20,000
29	Parking Lots	WK	52	\$ 30	\$ 1,560
30	Weed Control (4 times per month March through October)	EA	48	\$ 20	\$ 960
31	Weed Control (3 times per month November through February)	EA	12	\$ 20	\$ 240
32	Pest Management: Insect and Disease Control (Once a month)	EA	12	\$ 50	\$ 600
33	Fertilization (3 times per year)	EA	3	\$ 500	\$ 1,500
34	Mulch Supply and Install (Once a year)	CY	30	\$ 75	\$ 2,250

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35	Litter and Debris Pick-Up	YR	1	\$ 200	\$ 200
36	Irrigation System Inspection, Maintenance and Repair Services	YR	1	\$ 100	\$ 100
37	Spring Clean-Up	EA	1	\$ 200	\$ 200
38	Fall Clean-Up	EA	1	\$ 200	\$ 200
39	Emergency Debris Removal Services	LS	1	\$ 100	\$ 100
40	Arborist/Horticultural Services	LS	1	\$ 100	\$ 100
TOTAL ANNUAL COST:					\$ 114,850



Location No. 3: Salem Park					
ITEM NO.	Description	Unit of Measurement	Quantity	Unit Price	Total Price
41	Edging	WK	52	\$ 10	\$ 520
42	Mowing	WK	52	\$ 75	\$ 3,900
43	Pruning and Tree Trimming (Trees, Hedges, Shrubs)	WK	52	\$ 20	\$ 1,040
44	Tree and Shrub Maintenance	WK	52	\$ 20	\$ 1,040
45	Exterior Color: Plants	WK	52	\$ 10	\$ 520
46	Ground Cover and Beds	WK	52	\$ 10	\$ 520
47	Trails and Trailheads	WK	52	\$ 30	\$ 1,560
48	Parking Lots	WK	52	\$ 30	\$ 1,560
49	Weed Control (4 times per month March through October)	EA	48	\$ 20	\$ 960
50	Weed Control (3 times per month November through February)	EA	12	\$ 20	\$ 240
49	Pest Management: Insect and Disease Control (Once a month)	EA	12	\$ 50	\$ 600
51	Fertilization (3 times per year)	EA	3	\$ 100	\$ 300
52	Mulch Supply and Install (Once a year)	CY	30	\$ 75	\$ 2,250
53	Litter and Debris Pick-Up	YR	1	\$ 200	\$ 200

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54	Irrigation System Inspection, Maintenance and Repair Services	YR	1	\$ 60	\$ 60
55	Spring Clean-Up	EA	1	\$ 150	\$ 150
56	Fall Clean-Up	EA	1	\$ 180	\$ 180
57	Emergency Debris Removal Services	LS	1	\$ 50	\$ 50
58	Arborist/Horticultural Services	LS	1	\$ 50	\$ 50
TOTAL ANNUAL COST:					\$ 15,700

Location No. 4: Gregory Moseley Park					
ITEM NO.	Description	Unit of Measurement	Quantity	Unit Price	Total Price
59	Edging	WK	52	\$ 10	\$ 520
60	Mowing	WK	52	\$ 250	\$ 13,000
61	Pruning and Tree Trimming (Trees, Hedges, Shrubs)	WK	52	\$ 20	\$ 1,040
62	Tree and Shrub Maintenance	WK	52	\$ 20	\$ 1,040
63	Exterior Color: Plants	WK	52	\$ 10	\$ 520
64	Ground Cover and Beds	WK	52	\$ 10	\$ 520
65	Trails and Trailheads	WK	52	\$ 30	\$ 1,560
66	Parking Lots	WK	52	\$ 30	\$ 1,560
67	Weed Control (4 times per month March through October)	EA	48	\$ 80	\$ 3,840
68	Weed Control (3 times per month November through February)	EA	12	\$ 50	\$ 600
69	Pest Management: Insect and Disease Control (Once a month)	EA	12	\$ 50	\$ 600
70	Fertilization (3 times per year)	EA	3	\$ 600	\$ 1,800
71	Mulch Supply and Install (Once a year)	CY	30	\$ 75	\$ 2250
72	Litter and Debris Pick-Up	YR	1	\$ 200	\$ 200

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73	Irrigation System Inspection, Maintenance and Repair Services	YR	1	\$ 75	\$ 75
73	Spring Clean-Up	EA	1	\$ 200	\$ 200
				200	200
74	Fall Clean-Up	EA	1	\$ 100	\$ 100
75	Emergency Debris Removal Services	LS	1	\$ 100	\$ 100
76	Arborist/Horticultural Services	LS	1	\$ 100	\$ 100
<b>TOTAL ANNUAL COST:</b>					\$ 29,725

Location No. 5: Fairington Park					
ITEM NO.	Description	Unit of Measurement	Quantity	Unit Price	Total Price
76	Edging	WK	52	\$ 2	\$ 104
77	Pruning and Tree Trimming (Trees, Hedges, Shrubs)	WK	52	\$ 5	\$ 260
78	Tree and Shrub Maintenance	WK	52	\$ 5	\$ 260
79	Exterior Color: Plants	WK	52	\$ 2	\$ 104
80	Ground Cover and Beds	WK	52	\$ 5	\$ 260
81	Trail and Trailheads	WK	52	\$ 2	\$ 104
82	Parking Lots	WK	52	\$ 10	\$ 520
83	Weed Control (4 times per month March through October)	EA	48	\$ 5	\$ 240
84	Weed Control (3 times per month November through February)	EA	12	\$ 10	\$ 120
85	Pest Management: Insect and Disease Control (Once a month)	EA	12	\$ 5	\$ 60
86	Fertilization (3 times per year)	EA	3	\$ 500	\$ 1500
87	Mulch Supply and Install (Once a year)	CY	30	\$ 75	\$ 2250
88	Litter and Debris Pick-Up	YR	1	\$ 200	\$ 200
89	Irrigation System Inspection, Maintenance and Repair Services	YR	1	\$ 75	\$ 75
	Spring Clean-Up	EA	1	\$ 50	\$ 50

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90					
91	Fall Clean-Up	EA	1	\$ 50	\$ 50
92	Emergency Debris Removal Services	LS	1	\$ 100	\$ 100
93	Arborist/Horticultural Services	LS	1	\$ 100	\$ 100
TOTAL ANNUAL COST:					\$ 6,357

Location No. 6: "Botanical Garden" Fairington Park					
ITEM NO.	Description	Unit of Measurement	Quantity	Unit Price	Total Price
94	Edging	WK	52	\$ 2	\$ 104
95	Mowing	WK	52	\$ 5	\$ 260
96	Pruning and Tree Trimming (Trees, Hedges, Shrubs)	WK	52	\$ 40	\$ 2080
98	Tree and Shrub Maintenance	WK	52	\$ 2	\$ 104
99	Exterior Color: Plants	WK	52	\$ 2	\$ 104
100	Ground Cover and Beds	WK	52	\$ 20	\$ 1,040
101	Trails and Trailheads	WK	52	\$ 4	\$ 208
102	Parking Lots	WK	52	\$ 4	\$ 208
103	Weed Control (4 times per month March through October)	EA	48	\$ 2	\$ 96
104	Weed Control (3 times per month November through February)	EA	12	\$ 2	\$ 24
105	Pest Management: Insect and Disease Control (Once a month)	EA	12	\$ 20	\$ 240
106	Fertilization (3 times per year)	EA	3	\$ 60	\$ 180
107	Mulch Supply and Install (Once a year)	CY	30	\$ 75	\$ 2250
108	Litter and Debris Pick-Up	YR	1	\$ 200	\$ 200
109	Irrigation System Inspection, Maintenance and Repair Services	YR	1	\$ 10	\$ 10

110	Spring Clean-Up	EA	1	\$ 50	\$ 50
111	Fall Clean-Up	EA	1	\$ 50	\$ 50
112	Emergency Debris Removal Services	LS	1	\$ 50	\$ 50
113	Arborist/Horticultural Services	LS	1	\$ 50	\$ 50
<b>TOTAL ANNUAL COST:</b>					<b>\$ 7,308</b>



Location No. 7: Everett Park					
ITEM NO.	Description	Unit of Measurement	Quantity	Unit Price	Total Price
114	Edging	WK	52	\$ 2	\$ 104
115	Mowing	WK	52	\$ 5	\$ 260
116	Pruning and Tree Trimming (Trees, Hedges, Shrubs)	WK	52	\$ 20	\$ 1040
117	Tree and Shrub Maintenance	WK	52	\$ 2	\$ 104
118	Exterior Color: Plants	WK	52	\$ 2	\$ 104
119	Ground Cover and Beds	WK	52	\$ 10	\$ 520
120	Trails and Trailheads	WK	52	\$ 10	\$ 520
121	Parking Lots	WK	52	\$ 30	\$ 1560
122	Weed Control (4 times per month March through October)	EA	48	\$ 5	\$ 240
123	Weed Control (3 times per month November through February)	EA	12	\$ 5	\$ 60
124	Pest Management: Insect and Disease Control (Once a month)	EA	12	\$ 5	\$ 60
125	Fertilization (3 times per year)	EA	3	\$ 20	\$ 60
126	Mulch Supply and Install (Once a year)	CY	30	\$ 75	\$ 2250
127	Litter and Debris Pick-Up	YR	1	\$ 200	\$ 200
128	Irrigation System Inspection, Maintenance and Repair Services	YR	1	\$ 10	\$ 10

129	Spring Clean-Up	EA	1	\$ 100	\$ 100
130	Fall Clean-Up	EA	1	\$ 100	\$ 100
131	Emergency Debris Removal Services	LS	1	\$ 50	\$ 50
132	Arborist/Horticultural Services	LS	1	\$ 50	\$ 50
<b>TOTAL ANNUAL COST:</b>					<b>\$ 7392</b>

Location No. 8: Panola Shoals					
ITEM NO.	Description	Unit of Measurement	Quantity	Unit Price	Total Price
133	Edging	WK	52	\$ 5	\$ 260
134	Mowing	WK	52	\$ 100	\$ 5200
135	Pruning and Tree Trimming (Trees, Hedges, Shrubs)	WK	52	\$ 40	\$ 2080
136	Tree and Shrub Maintenance	WK	52	\$ 10	\$ 520
137	Exterior Color: Plants	WK	52	\$ 2	\$ 104
138	Ground Cover and Beds	WK	52	\$ 10	\$ 520
139	Trails and Trailheads	WK	52	\$ 50	\$ 2600
140	Parking Lots	WK	52	\$ 50	\$ 2600
141	Weed Control (4 times per month March through October)	EA	48	\$ 10	\$ 480
142	Weed Control (3 times per month November through February)	EA	12	\$ 10	\$ 120
143	Pest Management: Insect and Disease Control (Once a month)	EA	12	\$ 20	\$ 240
144	Fertilization (3 times per year)	EA	3	\$ 60	\$ 180
145	Mulch Supply and Install (Once a year)	CY	30	\$ 75	\$ 2250
146	Litter and Debris Pick-Up	YR	1	\$ 200	\$ 200
147	Irrigation System Inspection, Maintenance and Repair Services	YR	1	\$ 10	\$ 10

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148	Spring Clean-Up	EA	1	\$ 100	\$ 100
149	Fall Clean-Up	EA	1	\$ 100	\$ 100
150	Emergency Debris Removal Services	LS	1	\$ 100	\$ 100
151	Arborist/Horticultural Services	LS	1	\$ 100	\$ 100
<b>TOTAL ANNUAL COST:</b>					<b>\$ 17,764</b>

Location No. 9: Miller Grove Park (Coming Soon)					
ITEM NO.	Description	Unit of Measurement	Quantity	Unit Price	Total Price
152	Edging	WK	52	\$ 5	\$ 260
153	Mowing	WK	52	\$ 80	\$ 4160
154	Pruning and Tree Trimming (Trees, Hedges, Shrubs)	WK	52	\$ 10	\$ 520
155	Tree and Shrub Maintenance	WK	52	\$ 10	\$ 520
156	Exterior Color: Plants	WK	52	\$ 2	\$ 104
157	Ground Cover and Beds	WK	52	\$ 10	\$ 520
158	Trails and Trailheads	WK	52	\$ 50	\$ 2600
159	Parking Lots	WK	52	\$ 50	\$ 2600
160	Weed Control (4 times per month March through October)	EA	48	\$ 10	\$ 480
161	Weed Control (3 times per month November through February)	EA	12	\$ 10	\$ 120
162	Pest Management: Insect and Disease Control (Once a month)	EA	12	\$ 20	\$ 240
163	Fertilization (3 times per year)	EA	3	\$ 60	\$ 180
164	Mulch Supply and Install (Once a year)	CY	30	\$ 75	\$ 2250
165	Litter and Debris Pick-Up	YR	1	\$ 200	\$ 200
166	Irrigation Maintenance and Repair Services	YR	1	\$ 60	\$ 60

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167	Spring Clean-Up	EA	1	\$ 100	\$ 100
168	Fall Clean-Up	EA	1	\$ 100	\$ 100
169	Emergency Debris Removal Services	LS	1	\$ 50	\$ 50
170	Arborist/Horticultural Services	LS	1	\$ 50	\$ 50
<b>TOTAL ANNUAL COST:</b>					<b>\$ 15114</b>

<b>TOTAL ANNUAL COST: (TOTAL ANNUAL COST AMOUNTS ADDED TOGETHER)</b>	<b>\$ 281,380</b>
<b>INITIAL THREE (3) YEAR CONTRACT TERM TOTAL COST AMOUNT: (TOTAL ANNUAL COST X 3)</b>	<b>\$ 844,140</b>
<b>RENEWAL OPTION NUMBER 1: TOTAL ANNUAL COST: (YEAR 4 + 3% INCREASE)</b>	<b>\$ 281,380</b>
<b>RENEWAL OPTION NUMBER 2: TOTAL ANNUAL COST: (YEAR 5 + 3% INCREASE)</b>	<b>\$ 281,380</b>
<b>TOTAL COST WITH RENEWAL OPTIONS: (INITIAL THREE (3) YEAR + 2 RENEWAL OPTIONS)</b>	<b>\$ 1,406,900</b>

## EXHIBIT C

### RISK MANAGEMENT REQUIREMENTS

The Contractor shall provide minimum insurance coverage and limits as per the following: The Contractor shall file with the City Certificates of Insurance, certifying the required insurance coverage and stating that each policy has been endorsed to provide thirty (30) day notice to the City in the event that coverage is cancelled, non-renewed or the types of coverage or limits of liability are reduced below those required. All bonds and insurance coverage must be placed with an insurance company approved by City Management, admitted to do business in the State of Georgia, and rated Secure (“B+” or better) by A.M. Best Company in the latest edition of Property and Casualty Ratings, or rated by Standard & Poors Insurance Ratings, latest edition as Secure (“BBB” or better). Worker’s Compensation self-insurance for individual Contractors must be approved by the Worker’s Compensation Board, State of Georgia and/or Self-Insurance pools approved by the Insurance Commissioner, State of Georgia.

Insurance requirements shall be consistent with the Department of Administrative Services, SPD-SP048, as amended. The successful Bidder entering a resulting contract with the City shall provide, pay for and maintain in full force and affect at all times during the services to be performed insurance as set forth below: **(Proof of insurability must be submitted with bid submittal)**.

#### Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

##### Commercial General Liability (CGL):

- |                                       |             |
|---------------------------------------|-------------|
| • Each Occurrence Limit               | \$1,000,000 |
| • Personal & Advertising Injury Limit | \$1,000,000 |
| • General Aggregate Limit             | \$2,000,000 |

Products/Completed Ops. Aggregate Limit	\$2,000,000
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#### **If herbicide, fungicide, pesticide or other chemical application is involved:**

Environmental Impairment Liability (with 1 year extended reporting period)

- |                   |             |
|-------------------|-------------|
| • Each Occurrence | \$1,000,000 |
| • Aggregate       | \$2,000,000 |

Umbrella Liability	\$2,000,000
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Policy must include coverage for Contractual Liability and Independent Contractors.

#### Professional Liability Insurance (Errors and Omissions):

Coverage must be afforded for Wrongful Acts in an amount not less than \$1,000,000 each occurrence, and \$2,000,000 annual aggregate.

#### Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

If the Contractor does not own vehicles, the Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

#### Workers' Compensation and Employer's Liability

Coverage must be afforded per the Worker's Compensation Act in the State of Georgia, Official Code of Georgia Annotated (O.C.G.A.) Title 34, Chapter 9) as amended. Any Contractor performing work on behalf of the City must provide Workers' Compensation insurance in the amount not less than \$100,000 per accident. Exceptions and exemptions will be allowed in accordance with the Department of Administrative Services (SPD-SP048, as amended).

The Contractor and its insurance carrier waives all subrogation rights against the City, a Georgia Municipal Corporation, its officials, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with proper designated code associated with "Waiver of our Right to Recover" from others or equivalent in accordance with Official Code of Georgia (O.C.G.A) Annotated §34-9-9-8 and 34-9-11.1.

Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore and Harbor Workers' Compensation Act or Jones Act, if applicable.

For any Contractor who has exempt status as an individual, the City requires proof of Workers' Compensation insurance coverage for that Contractor's employees, leased employees, volunteers, and any workers performing work in execution of this Contract.

If the Contractor has applied for a workers' compensation exemption, the City does not recognize this exemption to extend to the employees of the Contractor. The Contractor is required to provide proof of coverage for their employees, leased employees, volunteers and any workers performing work in execution of this Contract. This applies to all Contractors including but not limited to the construction industry.

#### Contractors Pollution Liability Coverage

For sudden and gradual occurrences and in an amount not less than \$1,000,000 per claim arising out of this Contract, including but not limited to, all hazardous materials identified under the Contract.





## NON-COLLUSION STATEMENT

By signing its Bid, the Bidder certifies that its Bid is made independently and free from collusion. Bidder shall complete and submit the Non-Collusion Affidavit Form, to their best knowledge, any City officer or employee, or any relative of any such officer or employee as defined in O.C.G.A Section 50-5-67 and State of Georgia Purchasing Act, who is an officer or director of, or has a material interest in, the supplier's business, who is in a position to influence this procurement. Any City officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement. For purposes hereof, a person has a material interest if he/she directly or indirectly owns more than five percent (5%) of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this Bidder.

**Failure of a Bidder to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Purchasing Policy.**

Bidder, if doing business under an assumed name, i.e., an Individual, Association, Partnership, Corporation, or otherwise, shall be registered with the State of Georgia, Corporations Division.

**ACKNOWLEDGED BY:**

Yellowstone Landscape  
Bidder's Name

Cliff McAllister - Cliff McAllister  
Signature

Business Development  
Title

10/16/2025  
Date

Yellowstone Landscape Southcrest  
Company/Firm Name

4386 Lilburn Industrial Way Lilburn 30047  
Address

770-312-4285  
Phone Number

Cliff McAllister @ yellowstonelandscape.com  
E-Mail Address

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of October 2025 by Cliff McAllister, who is (who are) personally known to me or who has produced Georgia Drivers License as identification and who did (did not) take an oath.

Alma Rosa Guzman  
Notary Public Signature

Alma Rosa Guzman  
Notary Name, Printed, Typed or Stamped

(SEAL) Alma Rosa Guzman  
NOTARY PUBLIC  
GWINNETT COUNTY, GEORGIA  
My Commission Expires 02/08/2029

Commission Number: \_\_\_\_\_ Commission Expires: \_\_\_\_\_



## INDEMINIFICATION CLAUSE

Contractor shall indemnify and hold harmless the City, and the members (including, without limitation, members of the City's Council, and members of the boards and of the City), officers, agents, representative and employees of each, from damages, losses, or expenses to the extent caused by or resulting from the negligence, recklessness, or intentionally wrongful conduct of the Contractor or other persons employed or utilized by the Contractor in the performance of the contract.

In any and all claims against the City, or any of their officers, members, agents, representatives, servants or employees, by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation of the Contractor under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefit payable by or for the Contractor or any subcontractor under Workers' Compensation Acts, disability benefit acts or other employee benefit acts.

Yellowstone Landscape Southurst  
Bidder's Name

[Signature]  
Signature

10/16/2025  
Date

State of Georgia

County of Gwinnett

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of October 2025 by Cliff McAllister who is (who are) personally known to me or who has produced Georgia Driver License as identification and who did (did not) take an oath.

[Signature]  
Notary Public Signature

Alma Rosa Guzman  
Notary Name, Printed, Typed or Stamped

Commission Number: \_\_\_\_\_

Commission Expires: 02/08/2029

(SEAL)

Alma Rosa Guzman  
NOTARY PUBLIC  
GWINNETT COUNTY, GEORGIA  
My Commission Expires  
02/08/2029





### AFFIDAVIT VERIFYING STATUS FOR CITY PUBLIC BENEFIT APPLICATION

By executing this affidavit under oath, as an applicant for a City of Stonecrest, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, execution of contract or other public benefit as referenced in O.C.G.A. § 50-36-1, I am stating the following with respect to my application for a City of Stonecrest \_\_\_\_\_ license/permit \_\_\_\_\_ and \_\_\_\_\_ /or \_\_\_\_\_ contract \_\_\_\_\_ for

Cliff McAllister  
[Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]:

1. ✓ I am a United States citizen

OR

2. \_\_\_\_\_ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States. \*

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20.

Signature of Applicant: Cliff McAllister Date: 10/16/2025

Printed Name: Cliff McAllister

\* Alien Registration number for non-citizens: \_\_\_\_\_

**\*\* PLEASE INCLUDE A COPY OF YOUR PERMANENT RESIDENT CARD, EMPLOYMENT AUTHORIZATION, GREEN CARD, PASSPORT WITH A COPY OF YOUR DRIVER LICENSE, OR OTHER DOCUMENTATION AS ALLOWED UNDER THE LAW IF YOU ARE A LEGAL PERMANENT RESIDENT (No. 2).**

\* Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the Federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the Federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:

Other Identifying Number: \_\_\_\_\_

Cliff McAllister, who is (who are) personally known to me or who has produced Georgia Driver License as identification and who did (did not) take an oath.

Alma Rosa Guzman  
Notary Public Signature

Alma Rosa Guzman  
Notary Name, Printed, Typed or Stamped

(SEAL)  
Alma Rosa Guzman  
NOTARY PUBLIC  
WINNETT COUNTY, GEORGIA  
My Commission Expires  
02/08/2029



## BIDDER'S CERTIFICATION

I have carefully examined the Invitation to Bid, Instructions to Bidders, General and/or Special Conditions, Specifications, Bid 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 quoted in my bid. I agree that my bid will remain firm for a period of up to One Hundred and Twenty (120) days in order to allow the City adequate time to evaluate the bids. Furthermore, I agree to abide by all conditions of the 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 duly authorized to submit this bid on behalf of the Contractor as its act and deed and that the Contractor is ready, willing and able to perform if awarded the bid.

I further certify that this bid is made without prior understanding, agreement, 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 Stonecrest or of any other bidder interested in said bid; and that the undersigned executed this Bidder's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Yellowstone Landscape Southwest, LLC cmcaillister@yellowstonelandscape.com  
NAME OF BUSINESS E-MAIL ADDRESS

BY: Cliff McAllister

SIGNATURE OF AUTHORIZED OFFICER OR AGENT

Cliff McAllister  
PRINTED NAME AND TITLE

4386 Lilburn Industrial Way  
MAILING ADDRESS

Lilburn GA 30047  
CITY, STATE, ZIP CODE

770-312-4285  
TELEPHONE NUMBER

TYPE: Cell phone

Cliff McAllister who is (who are) personally known to me or who has produced  
Georgia Drivers License as identification and who did (did not) take an oath.

Alma Rosa Guzman  
Notary Public Signature

Alma Rosa Guzman  
Notary Name, Printed, Typed or Stamped

Alma Rosa Guzman  
NOTARY PUBLIC  
(SEAL) WINNETT COUNTY, GEORGIA  
My Commission Expires  
02/08/2029

Commission Number: \_\_\_\_\_ Commission Expires: 02/08/2029



EXHIBIT F



GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT  
"E-VERIFY"

Contractor(s) Name: Yellowstone Landscape Southeast  
Address: 4386 Libourn Industrial Way Lilburn GA 30047

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is registered with, is authorized to participate in, and is participating in the federal work authorization program commonly known as E-Verify,\* in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.G.A. § 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Stonecrest within five (5) business days after any subcontractor(s) is/are retained to perform such service.

648969  
E Verify™ Company Identification Number

March 2013  
Date of Authorization

BY: [Signature]  
(Authorized Officer or Agent)

Business Development Manager  
Title

Date: 10/16/2025

\* or any subsequent replacement operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.

Other Identifying Number: \_\_\_\_\_

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of October 2025 by Cliff McAllister, who is (who are) personally known to me or who has produced Georgia Driver License as identification and who did (did not) take an oath.

Alma Rosa Guzman  
Notary Public Signature  
Alma Rosa Guzman  
Notary Name, Printed, Typed or Stamped

Alma Rosa Guzman  
NOTARY PUBLIC  
(SEAL)  
GWINNETT COUNTY, GEORGIA  
My Commission Expires

Commission Number: \_\_\_\_\_ Commission Expires: 02/08/2029

EXHIBIT D



DRUG-FREE WORKPLACE

The undersigned certifies that the provisions of the Official Code of Georgia Annotated (O.C.G.A.) Sections 50-24-1 through 50-24-6 of, relating to the "Drug-free Workplace Act", have been complied with in full.

The undersigned further certifies that:

- (1) A drug-free workplace will be provided for the Contractor's employees during the performance of the Contract; and
- (2) Each Contractor who hires a subcontractor to work in a drug-free workplace shall secure from the subcontractor the following written certification:

"As part of the subcontracting agreement with Yellowstone Landscape (Contractor), Southeast certifies to the Contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Contract pursuant to subsection (b) of O.C.G.A. Section 50-24-03."

Also, the undersigned further certifies that he/she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

THIS CERTIFICATION is submitted by Cliff McAllister the Business Development Manager  
(Authorized Officer or Agent Print) (Title)  
of Yellowstone Landscape Southeast  
(Name of Company)  
Cliff McAllister 10/16/2025  
Signature Date

Cliff McAllister who is (who are) personally known to me or who has produced as identification and who did (did not) take an oath.

Alma Rosa Guzman  
Notary Public Signature  
Alma Rosa Guzman  
Notary Name, Printed, Typed or Stamped

Commission Number: \_\_\_\_\_  
Commission Expires: 02/08/2029

(SEAL)

Alma Rosa Guzman  
NOTARY PUBLIC  
GWINNETT COUNTY, GEORGIA  
My Commission Expires  
02/08/2029





## STATEMENT OF QUALIFICATIONS

**Please Note:** All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you may be required to obtain a certificate from the Georgia Department of Revenue (<https://dor.georgia.gov/taxes/register-new-business-georgia>).

Company Name: (Legal Registration): Yellowstone Landscape Southeast, LLC

Address: 3235 North State Street P.O. Box 849

City: Bunnell State: FL Zip: 32110

Telephone No. 770-312-4285 FAX No. \_\_\_\_\_ Email: cmcallister@yellowstonelandscape.com

Does your firm qualify for SBE MBE or WBE status: SBE ☐ MBE ☐ WBE ☐ LOCAL ☒

**ADDENDUM ACKNOWLEDGEMENT** - Bidder acknowledges that the following addenda have been received and are included in the bid submittal:

Addendum No.	Date Issued	Addendum No.	Date Issued	Addendum No.	Date Issued
<u>#1</u>	<u>9/16</u>	<u>#3</u>	<u>10/02</u>	_____	_____
<u>#2</u>	<u>9/23</u>	<u>#4</u>	<u>10/02</u>	_____	_____

**VARIANCES:** State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of bid, attachments or bid pages. No variations or exceptions by the Bidder will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your bid submittal complies with the full scope of this solicitation. If this section does not apply to your bid, simply mark N/A. **If Bidder is requesting any variation(s) or exception(s) to the specifications, terms and conditions, you must submit a written statement with your bid submittal.**

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The below signatory hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid/proposal. I have read all attachments including the specifications and fully understand what is required. By submitting this signed bid I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this bid. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a response, hereby agrees that in no event shall the City's liability for respondent's indirect, incidental, consequential, special or exemplary damages, expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings. This limitation shall not apply to claims arising under any provision of indemnification or the City's protest ordinance contained in this competitive solicitation.

Submitted By: [Signature] Signature: [Signature] C.M. Callister

Title: Business Development Date: 10/16/2025



## AUTHORIZED SIGNATORIES

The Bidder/Proposer represents that the following *principals* are authorized to sign bids, proposals, negotiate, and/or sign contracts and related documents to which the bidder/proposer will be duly bond. Principal is defined as an employee, officer, or other technical or professional in a position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction.

Name	Title	Telephone Number
------	-------	------------------

Cliff McAllister	Business Development Manager	770-312-4285

Date: \_\_\_\_\_

Authorized Signature / Name

Business Development Manager

Title

Federal Employer I.D. No. (FEIN): 80-0144209

Dun and Bradstreet No.: 21165757

Yellowstone Landscape Southern, LLC

Legal Business Name

Website Address: www.yellowstonelandscape.com

Principal Place of Business Address: 3235 North State Street P.O. Box 849

(City/County/State) Bunnell GA 30110

Telephone Number: 770-312-4285

Type of Business/Organization (check appropriate box):

(a) ☐ Sole Proprietorship ☐ Partnership ☐ Non-Profit ☐ Joint Venture ☒ Corporation  
☐ Other - Specify

(b) State of Incorporation: FL

## JOINT VENTURE FIRMS

Joint venture firms must complete and submit with their Bid/Proposal Response this form. Include a copy of the formal written and executed Joint Venture Agreement between all joint venture parties. This joint venture agreement must be executed and indicate the parties "respective roles, responsibilities, and levels of participation for the project. If proposing as a Joint Venture, the Joint Venture shall obtain and maintain all contractually required insurance in the name of the Joint Venture as required by the Contract. Individual insurance in the name of the parties to the Joint Venture will not be accepted. Failure to timely submit the required form along with the formal written and executed Joint Venture Agreement may result in disqualification of your Bid/Proposal Response.



EXHIBIT E



PURCHASING POLICY ADDENDUM

I, Cliff McAllister, hereby certify that I have received a copy of the City of Stonecrest, GA, Purchasing Policy which can be found at <https://www.stonecrestga.gov/Procurement.aspx> and agree to comply with all requirements of the City of Stonecrest, GA Purchasing Policy to the extent the policy is applicable to the undersigned.

THIS CERTIFICATION is submitted by Cliff McAllister the Business Development  
(Authorized Officer or Agent Print) (Title)  
of Yellowstone Landscape Contractors  
(Name of Company)

Cliff McAllister 10/16/2025  
SIGNATURE DATE



## CONFLICT OF INTEREST DISCLOSURE FORM

### Purpose

This Conflict-of-Interest Disclosure form is provided to assist Bidder's in screening for potential organizational conflicts of interest. The award of this contract is subject to the State of Georgia Purchasing Act relating and O.C.G.A Conflict-of-Interest Disclosure requirements.

**Term:** The term "Conflict of Interest" refers to situations in which financial or other personal consideration may adversely affect or have the appearance of adversely affecting an employee's professional judgement in exercising any City duty or responsibility in administration, management, instruction, research, or other professional activities.

All Bidders **MUST** disclose with their Bid the name of any officer, director, agent, or any relative of an officer, director or agent who is also an employee of the City. Further, all Bidders must disclose the name of any employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidders company, firm or any of its subsidiaries. The Conflict-of-Interest Disclosure Form **MUST** be submitted along with your bid submittal.

Please check one of the following statements and attach additional documentation if necessary:

☒ To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other Cities, Counties, contracts, or property interest for this Qualification.

☐ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other Cities, Counties, contracts, or property interest for this Qualification.

### ACKNOWLEDGED BY:

Name: Cliff McAllister

Title: Business Development Manager

Signature: Cliff McAllister

Company/Firm Name: Yellowstone Landscape Southwest

Address: 4386 Lilburn Industrial Way Lilburn GA 30047

Phone: 770-312-4285

E-mail Address: cmcallister@yellowstonelandscape.com

Date: 10/16/25



n/a

### Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with (name of contractor) on behalf of (name of public employer) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Subcontractor

\_\_\_\_\_  
Name of Project

\_\_\_\_\_  
Name of Public Employer

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, who is (who are) personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

(SEAL)

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Notary Name, Printed, Typed or Stamped

Commission Number: \_\_\_\_\_

Commission Expires: \_\_\_\_\_





**VENDOR CERTIFICATION REGARDING  
SCRUTINIZED COMPANIES LIST**

Respondent Vendor Name: Yellowstone Landscape Southeast  
Vendor FEIN: 80-0144209  
Vendor's Authorized Representative Name and Title: Cliff McAllister - Business Development  
Address: 4386 Lilburn Industrial Way  
City: Lilburn State: GA Zip: 30047  
Phone Number: 770-312-4285  
Email Address: cmcallister@yellowstonelandscapes.com

Georgia law specifies that certain suppliers identified as "Scrutinized Companies" are ineligible to bid on state entity procurements. Please refer to O.C.G.A. § 50-5-84 "Scrutinized Companies" Conducting Business Operations in Sudan, O.C.G.A. § 50-5-84.1 "Scrutinized Companies" Owned by the Government of Russia or Belarus, and O.C.G.A. § 50-5-84.2 "Scrutinized Companies" Owned by the Government of China for additional information. This is applicable for contracts worth \$100,000.00 or more.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List. I further certify that the company is not engaged in a boycott of Israel. I understand that pursuant to O.C.G.A. § 50-5-84 the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

**CERTIFIED BY:**

Name: Cliff McAllister  
Title: Business Development Manager  
Signature: Cliff McAllister  
Date: 10/16/2025



# CERTIFICATE OF LIABILITY INSURANCE

4/1/2026

DATE (MM/DD/YYYY)

11/19/2025

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).

<b>PRODUCER</b> Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 3280 Peachtree Rd. NE, Ste. 1000 Atlanta GA 30305 (404) 460-3600	<b>CONTACT NAME:</b>		
	<b>PHONE (A/C, No, Ext):</b>	<b>FAX (A/C, No):</b>	
<b>INSURED</b> 1528310 Yellowstone Landscape, Inc. and all Subsidiaries See Attached List P.O. Box 936347 Atlanta GA 31193	<b>E-MAIL ADDRESS:</b>		
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A : Safety National Casualty Corporation</b>		15105
	<b>INSURER B : ACE Property and Casualty Insurance Company</b>		20699
	<b>INSURER C :</b>		
	<b>INSURER D :</b>		
	<b>INSURER E :</b>		
<b>INSURER F :</b>			

**COVERAGES****CERTIFICATE NUMBER:** 22632536**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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <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:	Y	Y	GL6676218	4/1/2025	4/1/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 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"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	CA6676217 XEL4069294 - \$1M x \$1M	4/1/2025 4/1/2025	4/1/2026 4/1/2026	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"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	XEUG72569647 004	4/1/2025	4/1/2026	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 SIR \$ 25,000
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y N/A	LDS4066360	4/1/2025	4/1/2026	<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)**

See attached.

**CERTIFICATE HOLDER****CANCELLATION** See Attachments

**22632536**  
City of Stonecrest  
3120 Stonecrest Blvd., Suite 190  
Stonecrest GA 30038

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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City of Stonecrest, a political subdivision of the State of Georgia, its officials, employees, and volunteers are included as additional insureds with respects to General Liability, Auto Liability and Umbrella Liability coverage is on a primary and non-contributory basis as per written contract, subject to terms, conditions and exclusions of policies. Waiver of Subrogation applies in favor of additional insured as required by written contract as respect to General Liability, Auto Liability, Umbrella Liability and Workers Compensation Liability, subject to terms, conditions and exclusions where applicable by state law. 30 Day Notice of Cancellation/Non-renewal, except 10 days for nonpayment of premium, to the certificate holder when required by written agreement.

## **List of Named Insureds**

Yellowstone Parent, LP  
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 Landscaping 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  
Premier Sports Fields, LLC  
Duke's Grounds Maintenance, LLC  
Landscape Management Professionals, LLC  
RKLT Properties, LLC  
Arizona's Best Landscape Management  
Bloom Floralscapes, LLC  
KCS Landscape Management, LLC  
Premier Sports Fields, LLC  
Moore Landscapes, LLC  
O'Donnell's Landscape Service, LLC  
Gleason Johndrow Landscaping, LLC  
Davis Landscape Company LLC

Townscapes, LLC  
Green Pastures Landscape Company, LLC  
Northwest Landscaping, LLC  
Greenery NYC, Inc  
Elegant Lawn Care, LLC  
Rainmaker Irrigation & Landscaping, LLC  
Boren's Grass Groomers, LLC  
Frank Carson Landscape & Maintenance, LLC  
Green Earth Inc. (effective 5/1)  
Trisler Landscape Management, LLC - Effective 9/1/25



## 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

POLICY NUMBER: GL 6676218

COMMERCIAL GENERAL LIABILITY  
CG 20 10 12 19**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
As required by written contract or agreement when such written contract or agreement is executed prior to an occurrence, offense or loss to which this endorsement applies, but only for the limits agreed to in such contract or the Limits of Liability provided by this policy, whichever is less. Any individually scheduled additional insureds shall not be construed to override nor negate this blanket additional insured. Information required to complete this Schedule, if not shown above, will be shown in the	As per written contract.

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
  2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these or additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### **SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>	<b>Location And Description Of Completed Operations</b>
As required by written contract or agreement when such written contract or agreement is executed prior to an occurrence, offense or loss to which this endorsement applies, but only for the limits agreed to in such contract or the Limits of Liability provided by this policy, whichever is less. Any individually scheduled additional insureds shall not be construed to override nor negate this blanket additional insured.	As per Written Contract
Information required to complete this Schedule, if not shown above, will be shown in the	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

or If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- and
1. Required by the contract or agreement; or
  2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

POLICY NUMBER: GL 6676218

COMMERCIAL GENERAL LIABILITY  
CG 20 01 12 19

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

### **Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
ELECTRONIC DATA LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES  
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

### **SCHEDULE**

**Name Of Person(s) Or Organization(s):**

Person(s) or Organization(s) as required by written contract when such written contract is executed prior to an occurrence, offense or loss to which this endorsement applies.

Any individually scheduled Waivers shall not be construed to override nor negate this blanket Waiver

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of  
Rights Of Recovery Against Others To Uofs**  
**Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **SPECIAL NOTICE OF CANCELLATION SERVICE PROVIDED TO IDENTIFIED THIRD PARTIES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **CHANGE**

The following new provision is added to **A . Cancellation** of the **COMMON POLICY CONDITIONS** or such other applicable state cancellation endorsement:

As a special service to you, if we cancel this policy for any reason other than non-payment of premium, within thirty (30) days prior to the effective date of cancellation, we will mail a copy of such written notice of cancellation to all third persons whose name and address have, during the applicable policy period, been placed on file with us through your broker of record due to third party contractual requirements relating to such notice.

As a special service to you, if we cancel this policy for non-payment of premium, within ten (10) days prior to the effective date of cancellation, we will mail a copy of such written notice of cancellation to all third persons whose name and address have, during the applicable policy period, been placed on file with us through your broker of record due to third party contractual requirements relating to such notice.

If we have been provided with an electronic address of such third parties, at our election we may send notice of cancellation to such third parties by electronic mail.

Notice of cancellation of coverage provided to a certificate holder is a courtesy only. Failure to provide such notice will not extend the policy cancellation date, negate the cancellation of the policy, nor confer any rights nor expectations upon the certificate holder nor subject us, our agents nor representatives to liability for failure to provide notice.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.  
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 04/01/2025

Policy No. GL 6676218

Endorsement No.

Named Insured: YELLOWSTONE LANDSCAPE, INC. & YELLOWSTONE  
INTERMEDIATE HOLDINGS, INC.

Premium \$ Included

Insurance Company Safety National Casualty Corporation

Countersigned By \_\_\_\_\_  
(Countersignature by the Broker or Agent shall only occur  
in the mailing states that require countersignature)

POLICY NUMBER: GL 6676218

COMMERCIAL GENERAL LIABILITY  
CG 02 24 10 93

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EARLIER NOTICE OF CANCELLATION PROVIDED BY US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### **SCHEDULE**

**Number of Days' Notice** 90 days except 10 days' notice for non-payment of premium where allowed by state law.

(If no entry appears above, information required to complete this Schedule will be shown in the Declarations as applicable to this endorsement.)

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in paragraph 2. of either the CANCELLATION Common Policy Condition or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **DESIGNATED ADDITIONAL INSURED**

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART

### **SCHEDULE**

<b>Name of Additional Insured Person(s) or Organization(s):</b>
Person(s) or Organization(s) as required by written contract.
Any individually scheduled Designated Additional Insured shall not be construed to override nor negate this blanket Designated Additional Insured.

### **CHANGE**

The person(s) or organization(s) shown in the Schedule above with whom you have agreed in a written contract to provide insurance such as is afforded under this Coverage Form, is included as an Additional Insured subject to the below:

- (1) Insurance for such Additional Insured(s) scheduled above shall be afforded only to the extent that such Additional Insured is liable for "bodily injury" or "property damage" arising out of your operations and resulting from the ownership, maintenance or use of covered "autos" by you while the covered "autos" are on premises owned or leased by the above scheduled Additional Insured(s).
- (2) The insurance afforded under this Coverage Form to such Additional Insured(s) applies only:
  - (a) If the "accident" takes place subsequent to the execution and effective date of such written contract and,
  - (b) While such written contract is in force, or until the end of the policy period, which ever occurs first.
- (3) **How Limits Apply to Additional Insured(s)**

The most we will pay on behalf of the Additional Insured(s) scheduled above is the lesser of:

  - (a) The limits of insurance specified in the written contract or written agreement; or,
  - (b) The Limits of Insurance provided by the Coverage Form.

The amount we will pay on behalf of such Additional Insured(s) shall be a part of, and not in addition to, the Limits of Insurance shown in the Coverage Form Declarations and described in this section. Such amount will thus not increase the Limits of Insurance shown for the Coverage Form.

#### **(4) Exclusions**

- (a) This endorsement does not apply to liability of the Additional Insured which arises out of the ownership of transportation operating rights granted to the Additional Insured by public authority.
- (b) This endorsement does not apply to the liability of the owner or anyone else from whom you hire or borrow a covered auto.

**(5) Obligations at the Additional Insured's Own Cost**

No Additional Insured will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

The Additional Insured(s) scheduled above shall be subject to all other conditions set forth in the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.  
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective	04/01/2025	Policy No.	CA 6676217	Endorsement No.
Named Insured	YELLOWSTONE LANDSCAPE, INC. & YELLOWSTONE INTERMEDIATE HOLDINGS			Premium \$
Insurance Company	Safety National Casualty Corporation			Included

Countersigned By \_\_\_\_\_

POLICY NUMBER: CA 6676217

COMMERCIAL AUTO  
CA 04 49 11 16

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PRIMARY AND NONCONTRIBUTORY –  
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified

- A.** The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

- B.** The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART

### **SCHEDULE**

**Name Of Person Or Organization:**

Person(s) or Organization(s) as required by written contract when such written contract is executed prior to an accident to which this endorsement applies.

Any individually scheduled Waivers shall not be construed to override nor negate this blanket Waiver.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

### **CHANGE**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto". This waiver applies only to the person or organization shown in the Schedule above.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.  
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 04/01/2025

Policy No. CA 6676217

Endorsement No.

Named Insured YELLOWSTONE LANDSCAPE, INC. & YELLOWSTONE  
INTERMEDIATE HOLDINGS

Premium \$ Included

Insurance Company Safety National Casualty Corporation

Countersigned By \_\_\_\_\_

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**SPECIAL NOTICE OF CANCELLATION SERVICE  
PROVIDED TO IDENTIFIED THIRD PARTIES**

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART

**CHANGE**

The following new provision is added to **A. Cancellation** of the **COMMON POLICY CONDITIONS** or such other applicable state cancellation endorsement:

As a special service to you, if we cancel this policy for any reason other than non-payment of premium, within thirty (30) days prior to the effective date of cancellation, we will mail a copy of such written notice of cancellation to all third persons whose name and address have, during the applicable policy period, been placed on file with us through your broker of record due to third party contractual requirements relating to such notice.

As a special service to you, if we cancel this policy for non-payment of premium, within ten (10) days prior to the effective date of cancellation, we will mail a copy of such written notice of cancellation to all third persons whose name and address have, during the applicable policy period, been placed on file with us through your broker of record due to third party contractual requirements relating to such notice.

If we have been provided with an electronic address of such third parties, at our election we may send notice of cancellation to such third parties by electronic mail.

Notice of cancellation of coverage provided to a certificate holder is a courtesy only. Failure to provide such notice will not extend the policy cancellation date, negate the cancellation of the policy, nor confer any rights nor expectations upon the certificate holder nor subject us, our agents nor representatives to liability for failure to provide notice.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.  
**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Named Insured YELLOWSTONE LANDSCAPE, INC. & YELLOWSTONE  
INTERMEDIATE HOLDINGS  
Insurance Company Safety National Casualty Corporation

Premium \$ Included

Countersigned By \_\_\_\_\_

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**

**WC 00 03 13**

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

**SCHEDULE**

WHERE A WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS IS REQUIRED BY WRITTEN CONTRACT, SUCH ADDITIONAL ENTITIES SHALL BE CONSIDERED AUTOMATICALLY SCHEDULED BY THE COMPANY.

INDIVIDUALLY SCHEDULED WAIVERS SHALL NOT BE CONSTRUED TO OVERRIDE NOR NEGATE THIS BLANKET WAIVER.

THIS FORM APPLIES ONLY TO THE FOLLOWING STATE(S) IF COVERED BY YOUR POLICY. IF A STATE IS NOT LISTED BELOW, THIS FORM DOES NOT APPLY IN THAT STATE.  
AZ, CO, FL, GA, IL, KS, MA, MI, NV, NM, NC, PA, SC, TN, VA

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.  
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 04/01/2025

Policy No. LDS4066360

Endorsement No.

Insured YELLOWSTONE LANDSCAPE, INC. & YELLOWSTONE INTERMEDIATE HOLDINGS, INC.

Premium \$ Included

Insurance Company Safety National Casualty Corporation

Countersigned By \_\_\_\_\_

**WC 00 03 13 (04 84)**

Page 1 of 1

**TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS  
ENDORSEMENT**

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

**SCHEDULE**

1. ☐ Specific Waiver

☒ Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:

3. Premium: \$

The premium charge for this endorsement shall be \_\_\_\_\_ percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium:

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.  
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 04/01/2025

Policy No. LDS4066360

Endorsement No.

Named Insured YELLOWSTONE LANDSCAPE, INC. & YELLOWSTONE  
INTERMEDIATE HOLDINGS, INC.

Premium \$ Included

Insurance Company Safety National Casualty Corporation

Countersigned By \_\_\_\_\_

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**

**WC 99 99 35**

**SPECIAL NOTICE OF CANCELLATION SERVICE  
PROVIDED TO IDENTIFIED THIRD PARTIES ENDORSEMENT**

As a special service to you, if we cancel this policy for any reason other than non-payment of premium, within thirty (30) days prior to the effective date of cancellation, we will mail a copy of such written notice of cancellation to all third persons whose name and address have, during the applicable policy period, been placed on file with us through your broker of record due to third party contractual requirements relating to such notice.

As a special service to you, if we cancel this policy for non-payment of premium, within ten (10) days prior to the effective date of cancellation, we will mail a copy of such written notice of cancellation to all third persons whose name and address have, during the applicable policy period, been placed on file with us through your broker of record due to third party contractual requirements relating to such notice.

If we have been provided with an electronic address of such third parties, at our election we may send notice of cancellation to such third parties by electronic mail.

Notice of cancellation of coverage provided to a certificate holder is a courtesy only. Failure to provide such notice will not extend the policy cancellation date, negate the cancellation of the policy, nor confer any rights nor expectations upon the certificate holder nor subject us, our agents nor representatives to liability for failure to provide notice.

THIS FORM APPLIES ONLY TO THE FOLLOWING STATE(S) IF COVERED BY YOUR POLICY. IF A STATE IS NOT LISTED BELOW, THIS FORM DOES NOT APPLY IN THAT STATE.

CO, GA, IL, KS, MA, MI, NV, NM, PA, SC, VA

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.  
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 04/01/2025

Policy No. LDS4066360

Endorsement No.

Insured YELLOWSTONE LANDSCAPE, INC. & YELLOWSTONE INTERMEDIATE HOLDINGS, INC.

Premium \$ Included

Insurance Company Safety National Casualty Corporation

Countersigned By \_\_\_\_\_