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**File ID:** 2026-00725

6/9/2026

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**[Contract] Loose-Fill Playground Surfacing Material and Installation Services**

File ID: 2026-00725

**Location:** Citywide

**Recommendation:** Pass a **Motion:** 1) awarding contract PRC004296 to Air Applied Mulch, LLC, for as-needed loose-fill surface material and installation services for park playgrounds starting July 1, 2026, for a maximum term of four years and an amount not-to-exceed \$800,000; and 2) authorizing the City Manager or designee to execute the contract, provided sufficient funds are available in the budget adopted for the applicable fiscal year.

**Contact:** Shawn C. Aylesworth, Park Maintenance Manager, (916) 808-4070, scaylesworth@cityofsacramento.org, Department of Youth, Parks, and Community Enrichment

**Presenter:** None

**Attachments:**

- 1-Description/Analysis
- 2-Contract
- 3-Attachment 2

**Description/Analysis**

**Issue Detail:** Loose fill surface material provides impact-absorbing protection in City playgrounds, helping reduce injuries from falls and ensuring compliance with established public playground safety standards. Because the material naturally degrades and becomes displaced through regular use and weather exposure, it must be periodically replenished to maintain required safety levels.

The City maintains its playgrounds on a two year rotation schedule for replenishing loose fill surfacing materials. Attachment 2 provides the cost of material and service per cubic yard for each park scheduled for development. Under the proposed contract, Air Applied Mulch, LLC would supply as-needed loose fill material and perform the necessary installation work across designated playgrounds throughout the City.

**Policy Considerations:** The recommendations in this report are in accordance with the provisions of

the City Code Chapter 3.56 related to the purchase of services and supplies.

**Economic Impacts:** Not applicable.

**Environmental Considerations:** The installation of loose-fill surface material in City parks is exempt from environmental review under the California Environmental Quality Act Guidelines Section 15301, which exempts the maintenance of existing facilities.

**Sustainability:** The loose-fill surface material purchased in the contract is comprised of wood chips from 100% virgin forest wood, a renewable resource.

**Commission/Committee Action:** None.

**Rationale for Recommendation:** On April 22, 2026, the Department of Youth, Parks and Community Enrichment (YPCE), in accordance with City Code Chapter 3.56 issued Invitation for Bid No. B26191311006 for the purchase and installation of loose-fill playground surfacing material.

The City received four bid responses. One response was determined to be non-responsive due to failure to meet the Local Business Enterprise (LBE) requirement. Among the remaining bids, Air Applied Mulch, LLC submitted the lowest responsive and responsible bid.

A summary of the bid results is provided below.

<b>Company</b>	<b>Bid Amount (per cubic yard)</b>	<b>LBE</b>
Applied Landscape Materials, Inc.	\$109.50	No
Air Applied Mulch, LLC	\$113.32	Yes
Jet Mulch, Inc.	\$126.32	Yes
Parker Landscape Development	\$496.29	Yes

**Financial Considerations:** The proposed four-year contract for the period beginning July 2026 through June 30, 2029, will not exceed \$800,000.

Sufficient funding is available in YPCE's Fiscal Year 2026/27 operating budget to execute this contract. Any future extensions of this contract will be subject to sufficient funding in the applicable fiscal year's budget.

**Local Business Enterprise (LBE):** Air Applied Mulch, LLC. is a certified LBE.

CONTRACT #: PRC004296  
CONTRACT NAME: Loose-Fill Playground Surfacing Material and Installation Services  
AGREEMENT TERM: 7/1/26 through 6/30/30  
AUTHORIZED RENEWALS: None  
DEPARTMENT/DIVISION: YPCE/Park Maintenance

PROJECT: N/A  
NOT-TO-EXCEED AMOUNT: \$800,000  
SOLICITATION: B26191311006  
LBE (Y/N): Y  
COUNCIL FILE ID: 2026-00725

CITY OF SACRAMENTO

**NONPROFESSIONAL SERVICES AGREEMENT**

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**THIS CONTRACT** is made at Sacramento, California, by and between the **CITY OF SACRAMENTO**, a charter city and municipal corporation (“CITY”), and

*Air Applied Mulch LLC*  
10250 Badger Creek Lane, Wilton, CA 95693  
916-529-1995 / [Bryceharper@airapplied.com](mailto:Bryceharper@airapplied.com)

(“Contractor”), as of the Effective Date, as defined below.

The City and Contractor agree as follows:

1. **Effective Date.** This Contract shall be effective beginning **July 1, 2026**.
2. **Contract Documents.** This Contract includes each of the following documents, which are attached or incorporated by this reference (referred to collectively as the “Contract Documents”):

Invitation to Bid, Request for Qualifications, or Request for Proposals, and any Addenda  
Exhibit A – Scope of Work  
Exhibit B – Payment  
Exhibit C – Insurance  
Exhibit D – General Conditions  
Purchase Orders

If there is a conflict between the terms and conditions of any document prepared or provided by the Contractor and made a part of this Contract and the other terms or conditions of the Contract, the other terms and conditions of the Contract control.

3. **Services.** Subject to the terms and conditions set forth in this Contract, Contractor shall provide to City the non-professional services described in Exhibit A (“Services”).

Contractor will not be compensated for non-professional services outside the scope of Exhibit A (“Additional Services”) unless, before providing Additional Services: (a) Contractor notifies City and City agrees that the Additional Services are outside the scope of Exhibit A; (b) Contractor estimates the additional compensation required for these Additional Services; and (c) City, after notice, approves in writing a Supplemental Contract specifying the Additional Services and the amount of additional compensation to be paid Contractor.

City will have no obligations whatsoever under this Contract or any Supplemental Contract, unless and until this Contract or any Supplemental Contract is approved by the City as required by the Sacramento City Code. As used in this Contract, the term "Services" includes both Services and Additional Services as applicable.

4. **Payment.** City shall pay Contractor at the times and in the manner set forth in Exhibit B. Contractor shall submit all invoices to City in the manner specified in Exhibit B.
5. **Facilities and Equipment.** Except as set forth below, Contractor shall, at its sole cost and expense, furnish all facilities and equipment required for Contractor to perform this Contract. City shall furnish to Contractor only the facilities and equipment listed below, if any.

*City Park Playgrounds – Please see the directory for a list of parks.*

<https://www.cityofsacramento.gov/ypce/parks/park-directory>

6. **Insurance.** Contractor shall, at its sole cost and expense, maintain the insurance coverage described in the attached Exhibit C.
7. **General Conditions.** Contractor shall comply with the terms and conditions set forth in the attached Exhibit D.
8. **Non-Discrimination in Employee Benefits.** This Contract may be subject to Sacramento City Code chapter 3.54, Non- Discrimination in Employee Benefits by City Contractors. A summary of the requirements, entitled "Requirements of the Non-Discrimination in Employee Benefits Code (Equal Benefits Ordinance)," can be viewed at:

<https://www.cityofsacramento.org/Finance/Procurement/Contract-Ordinances>.

Contractor acknowledges and represents that Contractor has read and understands the requirements and shall fully comply with all applicable requirements of Sacramento City Code chapter 3.54. If requested by City, Contractor shall promptly provide any documents and information required by City to verify Contractor's compliance.

Contractor's violation of Sacramento City Code chapter 3.54 constitutes a material breach of this Contract, for which the City may terminate the Contract and pursue all available legal and equitable remedies.

9. **Living Wage.** This Contract may be subject to Sacramento City Code chapter 3.58, Living Wage. A summary of the requirements, entitled "Living Wage Requirements", can be viewed at: <https://www.cityofsacramento.org/Finance/Procurement/Contract-Ordinances>. The Living Wage Ordinance is applicable to certain contracts with the City in an amount of \$250,000 or more (either initial value or total value after amendment) or if the total value of all Contractor's contracts with the City is \$250,000 or more over a 12-month period. Contractor acknowledges and represents that Contractor has read and understands the requirements and shall fully comply with all applicable requirements of Sacramento City Code

chapter 3.58. If requested by City, Contractor shall promptly provide any documents and information required by City to verify Contractor's compliance.

Contractor shall require applicable subcontractors to fully comply with all applicable requirements of Sacramento City Code chapter 3.58 and include these requirements in all subcontracts covered by Sacramento City Code chapter 3.58.

Contractor's violation of Sacramento City Code chapter 3.58 constitutes a material breach of this Contract, for which the City may terminate the Contract and pursue all available legal and equitable remedies.

In addition, for Services that constitute "Public Works" under California Labor Code Section 1720 et seq., if both prevailing wage and living wage requirements apply, Contractor shall pay the higher of the two rates.

10. **Considering Criminal Conviction Information in the Employment Application Process.** This Contract may be subject to the requirements of Sacramento City Code chapter 3.62, Procedures for Considering Criminal Conviction Information in the Employment Application Process. A summary of the requirements, entitled "Ban-The-Box Requirements," can be viewed at:

<https://www.cityofsacramento.org/Finance/Procurement/Contract-Ordinances>.

The Ban-The-Box Requirements are applicable to certain contracts with the City in an amount of \$250,000 or more (either initial value or total value after amendment) or if the total value of all Contractor's contracts with the City is \$250,000 or more over a 12-month period.

Contractor acknowledges and represents that Contractor has read and understands these requirements and shall fully comply with all applicable requirements of Sacramento City Code chapter 3.62. If requested by City, Contractor shall promptly provide any documents and information required by City to verify Contractor's compliance. Contractor shall require applicable subcontractors to fully comply with all applicable requirements of Sacramento City Code chapter 3.62 and include these requirements in all subcontracts covered by Sacramento City Code chapter 3.62.

Contractor's violation of Sacramento City Code chapter 3.62 constitutes a material breach of this Contract, for which the City may terminate the Contract and pursue all available legal and equitable remedies.

11. **Local Business Enterprise Program.** The Local Business Enterprise Program Participation Requirements ("LBE Participation Requirements") are applicable to this Contract. A summary of the requirements, entitled "LBE Participation Requirements," can be viewed at:

<https://www.cityofsacramento.org/Finance/Procurement/Contract-Ordinances>.

Contractor acknowledges and represents that Contractor has read and understands these requirements and shall fully comply with all applicable requirements of Sacramento City Code chapter 3.64. If requested by City, Contractor shall promptly provide any documents and information required by City to verify Contractor's compliance. Contractor shall require

applicable subcontractors to fully comply with all applicable requirements of Sacramento City Code chapter 3.64 and include these requirements in all subcontracts covered by Sacramento City Code chapter 3.64.

Contractor's violation of Sacramento City Code chapter 3.64 constitutes a material breach of this Contract, for which the City may terminate the Contract and pursue all available legal and equitable remedies.

12. **Authority.** The person signing this Contract for Contractor represents and warrants that he or she has read, understands, and agrees to all the Contract terms and is fully authorized to sign this Contract on behalf of the Contractor and to bind the Contractor to the performance of the Contract's obligations.

[Signatures Page Following Exhibits]

## EXHIBIT A

### SCOPE OF SERVICES

**1. Representatives.**

The CITY Representative for this Agreement is:

*Shawn C Aylesworth, Park Maintenance Manager*  
915 I Street, 3rd Floor, Sacramento, CA 95814  
916-808-4070/ [SCAylesworth@cityofsacramento.org](mailto:SCAylesworth@cityofsacramento.org)

The CONTRACTOR Representative for this Agreement is:

*Bryce Harper, Owner*  
10250 Badger Creek Lane, Wilton, CA 95693  
916-529-1995 / [Bryceharper@airapplied.com](mailto:Bryceharper@airapplied.com)

Unless otherwise provided in this Contract, all Contractor questions and correspondence pertaining to this Contract must be addressed to the City Representative. All City questions and correspondence must be addressed to the Contractor Representative.

- 2. Scope of Services.** Contractor shall provide Services to City as set forth in Attachment 1 to this Exhibit A.
- 3. Time of Performance.** The Services described in this Contract shall be provided for *four years from July 1, 2026, through June 30, 2030*. Contractor shall provide the Services in accordance with any schedule in Attachment 1 to this Exhibit A. Contractor shall immediately notify the City if Contractor is unable to perform Services in compliance with this Contract.

## EXHIBIT B

### PAYMENT

1. **Contractor's Compensation.** The total of all fees paid to the Contractor for the provision of Services as set forth in Exhibit A, including any authorized reimbursable expenses, shall not exceed the total sum of \$ **800,000**. The payments specified in this Exhibit B shall be the only payments made to Contractor unless the City approves a Supplemental Contract.
2. **Pricing.** Contractor shall be paid as set forth in Exhibit A or Attachment 1 to this Exhibit B and any applicable special provisions included in the request for bids or proposals. If there is a conflict between Exhibit A or Exhibit B and the Special Provisions, Exhibit A or Exhibit B controls.
3. **Contractor's Reimbursable Expenses.** "Reimbursable Expenses" are limited to actual expenditures of Contractor for expenses that are necessary for the proper satisfaction of the Contract and are only payable if specifically authorized in advance in writing by the City.
4. **Miscellaneous Charges.** No additional charges will be allowed unless specified in the Contract, including charges for transportation, fuel, containers, packing, or disposal.
5. **Payments to Contractor.** Contractor is responsible for supplying all documentation necessary to verify invoices to the City's satisfaction.
  - A. Payment terms are NET 30 days, unless the Contractor offers a prompt payment discount that was accepted by the City or as otherwise stated in this Contract. Any prompt payment discounts will be computed from the date of acceptance by the City, or from the date an invoice is received, whichever occurs later.
  - B. Invoices must be submitted to either of the addresses specified below.
    - (1) Email. Submit email invoices and any attachments to:  
[apinvoices@cityofsacramento.org](mailto:apinvoices@cityofsacramento.org)
    - (2) Postal Mail. If emailing is not an option, mail to:  
A/P Processing Center  
City of Sacramento  
915 I Street, Floor 4  
Sacramento, CA 95814-2608
  - C. All invoices submitted by CONTRACTOR must contain the following information:
    - (1) Job/Project Name
    - (2) CITY's current Purchase Order Number
    - (3) Contractor's Invoice Number
    - (4) Date of Invoice Issuance
    - (5) Work Order Number (if applicable)
    - (6) CITY representative identified on the Purchase Order
    - (7) Contractor's remit address

- (8) Itemized description of items billed under Invoice
- (9) Itemized description of all authorized Reimbursable Expenses
- (10) Itemized description of all applicable taxes (sales, use, excise, etc.)
- (11) Amount of Invoice (itemize all authorized Reimbursable Expenses)
- (12) Total Billed to Date under Contract (if applicable)

- D. Items must be separated into Goods, Services, and Reimbursable Expenses. All applicable sales, use, excise, or similar taxes, including federal excise tax, must be itemized separately on the invoice. Invoices that do not conform to the format outlined above will be returned to Contractor for correction. City is not responsible for delays in payment to Contractor resulting from Contractor's failure to comply with the invoice format described above.
- E. For Goods only, a bill of lading number and weight of shipment will be shown for shipments on the Government Bill of Lading.
- F. Unless otherwise specified in this Contract, partial payments will not be made by the City and payment will not be due until the completion of the Goods order. No payment precludes the City's right to inspect. Requests for payment status should be addressed to the City Representative for this Contract.

**6. Additional Services.** Additional Services shall be provided only when a Supplemental Contract authorizing the Additional Services is approved in writing by the City in accordance with the City's contract amendment procedures. The City reserves the right to perform any Additional Services with its own staff or to retain other contractors to perform the Additional Services.

**7. Accounting Records of Contractor.** During performance of this Contract and for a period of three years after completion of performance, Contractor shall maintain all accounting and financial records related to this Contract, in accordance with generally accepted accounting practices, including records of Contractor's costs for performance under this Contract and records of Contractor's Reimbursable Expenses. Contractor shall keep and make records available for inspection and audit by representatives of the City upon reasonable written notice.

**8. Tax Payments.** Contractor shall pay, when and as due, any and all taxes incurred as a result of Contractor's compensation hereunder, including estimated taxes, and shall provide CITY with proof of the payment upon request. Contractor hereby agrees to indemnify CITY for any claims, losses, costs, fees, liabilities, damages or injuries suffered by CITY arising out of Contractor's breach of this section.

**9. Public Works Requirements.** *[To be completed by the City Representative:]*

The services provided under this Contract include ***[check one if applicable]:***

N/A Construction work in an amount exceeding \$25,000;

- |            |   |
|------------|---|
| <u>N/A</u> | Land Surveying, material testing, or inspection services provided for a City construction project during the design, pre-construction, construction, or post-construction phases of the project; or |
| <u>X</u>   | Alteration, demolition, repair, or maintenance work in an amount exceeding \$15,000.  |

**If any of the lines is checked above, this Contract includes “Public Work” under the California Labor Code and is subject to the following requirements:**

- A. Payment of Prevailing Wages: Contractor and any subcontractor(s) performing any Public Work shall comply with the provisions of Sacramento City Code section 3.60.040 and applicable provisions of the California Labor Code, which require, among other things, that Contractor and all subcontractors pay not less than the prevailing rate of wages, as determined by the Director of the California Department of Industrial Relations (“DIR”) in accordance with California Labor Code section 1773. Contractor and every subcontractor shall maintain payroll records and submit certified payrolls and other labor compliance documentation electronically when and as required by CITY. In addition, Labor Code Section 1771.4 requires the Contractor and any subcontractor performing any Public Work to furnish electronic payroll records directly to the Labor Commissioner. Contractor shall include these requirements in every subcontract.

This Agreement is subject to compliance monitoring and enforcement by the DIR, as specified in California Labor Code section 1771.4. The Contractor and any subcontractor will be subject to withholding and penalties for violation of prevailing wage requirements in accordance with applicable law, including Labor Code Sections 1726, 1741, 1771.5, and 1775, and City Code Section 3.60.040. Questions regarding the City’s Labor Compliance Program should be directed to the City Representative.

- B. DIR Registration: California Labor Code Section 1725.5 requires the Contractor and all subcontractors performing Public Works services to be currently registered with the DIR, as specified in California Labor Code Section 1725.5. California Labor Code Section 1771.1 provides that a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal (subject to the requirements of Section 4104 of the California Public Contract Code), or engage in the performance of any contract for Public Work, unless currently registered and qualified to perform Public Work in accordance with California Labor Code Section 1725.5.

Further information can be found on DIR’s website at <http://www.dir.ca.gov/Public-Works/Contractors.html>. The above summary is provided solely for informational purposes and does not in any way affect the Contractor’s and subcontractors’ obligation to comply in all respects with all other applicable laws and regulations. The Contractor shall disseminate these provisions to all subcontractors.

Before the performance of work by Contractor or any subcontractor(s) under this Contract, Contractor shall furnish Contractor’s and any subcontractors’ current DIR registration number(s). The Contractor’s current DIR registration number and the

current DIR registration number of all subcontractors will be listed on the Subcontractor and LBE Participation Verification Form, incorporated herein.

- C. Workers' Compensation Certification. In accordance with California Labor Code Section 1861, by signing this Contract, Contractor acknowledges and represents that Contractor is aware of the provisions of section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that Contractor will comply with the provisions of the Labor Code before commencing performance under this Contract.
- D. Apprentices. If this Contract is for the performance of any Public Work, and the amount of the Contract is \$30,000 or more, the Contractor and any subcontractors performing any Public Work under this Contract must comply with and be subject to enforcement under, the provisions of Sacramento City Code Section 3.60.050, Section 1777.5 et seq. of the California Labor Code, and implementing regulations set forth in Title 8 of the California Code of Regulations, governing the employment of apprentices. The Contractor and any subcontractors performing Public Work will be subject to penalties for apprenticeship violations in accordance with Labor Code Section 1777.7.
- E. Working Hours. If this Contract is for the performance of any Public Work, Contractor and any subcontractors performing any Public Work under this Contract must comply with and be subject to enforcement under, the provisions of Sacramento City Code Section 3.60.040 and California Labor Code Section 1810 et seq., governing the working hours of employees performing Public Work.
- F. Failure to Comply with Labor Compliance. If all applicable labor compliance requirements are not met, the City will have the right to withhold or reject a payment request and/or invoice, in whole or in part, without in any way relieving Contractor or its subcontractors of any obligations under this Contract.
- G. Subcontractors. The Contractor shall include these provisions A through F in every subcontract or sub-agreement for any subcontractors performing work under this Contract.

## EXHIBIT C

### INSURANCE

1. **Insurance Requirements.** During the entire term of this Contract, Contractor shall maintain the insurance coverage described in the Insurance Terms below.

Full compensation for all premiums that Contractor is required to pay for the insurance coverage described herein shall be included in the compensation specified under this Contract. No additional compensation will be provided for Contractor's insurance premiums. Any available insurance proceeds in excess of the specified minimum limits and coverages shall be available to the City.

If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown below, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

2. **General Liability Minimum Scope and Limits of Insurance Coverage.** Commercial General Liability Insurance is required providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, arising out of activities performed by or on behalf of the Contractor and subcontractors, products and completed operations of Contractor and subcontractors, and premises owned, leased, or used by Contractor and subcontractors, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy. If a general aggregate limit applies, either the general aggregate limit shall apply separately (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

The City, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects general liability arising out of: activities performed by or on behalf of Contractor and subcontractors; products and completed operations of Contractor and subcontractors; and premises owned, leased, or used by Contractor and subcontractors.

3. **Automobile Liability Minimum Scope and Limits of Insurance Coverage.** *(Check the applicable provision.)*

  X   Automobile Liability Insurance is required providing coverage at least as broad as ISO Form CA 00 01 for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of the Contractor.

The City, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects auto liability.

\_\_\_ No automobile liability insurance is required, and by signing this Contract, Contractor certifies as follows:

“Contractor certifies that a motor vehicle will not be used in the performance of any work or services under this agreement. If, however, Contractor does transport items under this Contract, or this Contract is amended to require any employees of Contractor to use a vehicle to perform services under the Contract, Contractor understands that it must maintain and provide evidence of Automobile Liability Insurance providing coverage at least as broad as ISO Form CA 00 01 for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of the Contractor.”

4. **Excess Insurance.** The CONTRACTOR may use Umbrella or Excess Policies to meet the required liability limits. This form of insurance will be acceptable provided that any umbrella or excess policies provide all of the insurance coverages required and meet the other requirements for the primary policies as set forth in this Agreement. Umbrella and/or Excess policies shall be provided on a true “following form” or broader coverage basis, with coverage at least as broad as provided in the underlying primary policy.

Umbrella or excess policies shall contain, or be endorsed to provide that the City, its officials, employees, and volunteers shall be covered as additional insureds, as well as a provision that it will apply on a primary basis for the benefit of the City. Any insurance or self-insurance maintained by City, its officials, employees, or volunteers will be in excess of Contractor's umbrella or excess coverage and will not contribute to it. No insurance or self-insurance maintained by the City that applies to a loss covered herein, whether Primary or Excess, and which also applies to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's Primary and Excess liability policies are exhausted.

5. **Workers' Compensation Minimum Scope and Limits of Insurance Coverage.** (*Check the applicable provision.*)

X Workers' Compensation Insurance is required with statutory limits and Employers' Liability Insurance with limits of not less than one million dollars (\$1,000,000). The Workers' Compensation policy shall include a waiver of subrogation in favor of the City.

\_\_\_ No work or services will be performed on or at CITY facilities or CITY Property, therefore a Workers' Compensation waiver of subrogation in favor of the CITY is not required.

\_\_\_ No Workers' Compensation insurance is required, and by signing this Contract, Contractor certifies as follows:

“Contractor certifies that its business has no employees, and that it does not employ anyone, and is therefore exempt from the legal requirements to provide Workers' Compensation insurance. If, however, Contractor hires any employee during the term of this Contract, Contractor understands that Workers' Compensation with statutory limits

and Employer's Liability Insurance with a limit of not less than one million dollars (\$1,000,000) is required. The Workers' Compensation policy will include a waiver of subrogation in favor of the City."

6. **Other Insurance Provisions.** The policies must contain, or be endorsed to contain, the following provisions:
  - A. Contractor's insurance coverage, including excess insurance, shall be primary and non-contributory insurance as respects the City, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers will be in excess of Contractor's insurance and will not contribute with it.
  - B. Any failure to comply with reporting provisions of the policies will not affect coverage provided to the City, its officials, employees or volunteers.
  - C. Coverage shall state that Contractor's insurance applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
  - D. Contractor shall provide the City with 30 days written notice of cancellation or material change in the policy language or terms.
  
7. **Waiver of Subrogation.** CONTRACTOR hereby grants to City a waiver of any right to subrogation which any insurer may acquire against the City by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from an insurer.
  
8. **Acceptability of Insurance.** Insurance must be placed with insurers with a Bests' rating of not less than A:VI. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Exhibit C must be declared to and approved by the City in writing before execution of this Contract.
  
9. **Verification of Coverage.**
  - A. Contractor shall furnish City with certificates and required endorsements evidencing the insurance required. Certificates of insurance must be signed by an authorized representative of the insurance carrier. Copies of policies shall be delivered to the City Representative on demand.
  - B. Contractor shall send all insurance certificates and endorsements, including policy renewals, during the term of this Contract directly to:

City of Sacramento  
c/o Exigis LLC  
PO Box 947  
Murrieta, CA 92564

C. Certificate Holder must be listed as:

City of Sacramento  
c/o Exigis LLC  
PO Box 947  
Murrieta, CA 92564

D. The City may withdraw its offer of Contract or cancel this Contract if the certificates of insurance and endorsements required have not been provided before execution of this Contract. The City may withhold payments to Contractor and/or cancel the Contract if the insurance is canceled or Contractor otherwise ceases to be insured as required herein.

10. **Subcontractor Insurance Coverage.** Contractor shall require and verify that all subcontractors maintain insurance coverage that meets the minimum scope and limits of insurance coverage specified in this Exhibit C.

## EXHIBIT D

### GENERAL CONDITIONS

#### 1. Independent Contractor.

- A. It is understood and agreed that Contractor (including Contractor's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither Contractor nor Contractor's assigned personnel will be entitled to any benefits payable to CITY employees. CITY is not required to make any deductions or withholdings from the compensation payable to Contractor under the provisions of this Contract, and Contractor will be issued a Form 1099 for its services hereunder. As an independent contractor, Contractor hereby agrees to indemnify and hold CITY harmless from any and all claims that may be made against CITY based upon any contention by any of Contractor's employees or by any third party, including any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Contract or by reason of the nature and/or performance under this Contract.
- B. It is further understood and agreed by the parties that Contractor, in the performance of its obligations, is subject to the City's control and direction as to the designation of tasks to be performed and the results to be accomplished under this Contract, but not as to the means, methods, or sequence used by Contractor for accomplishing the results. To the extent that Contractor obtains permission to, and does, use CITY facilities, space, equipment or support services in the performance of this Contract, this use will be at the Contractor's sole discretion based on the Contractor's determination that the use will promote Contractor's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Contract, the CITY does not require that Contractor use CITY facilities, equipment or support services or work in CITY locations in the performance of this Contract. As used in this Contract, "sole discretion" or "sole judgment" means that the party authorized to exercise its discretion or judgment may do so based on an unfettered assessment of its own interests, without considering how its decision affects the other party, and unconstrained by the implied covenant of good faith and fair dealing.
- C. If, in the performance of this Contract, any third persons are employed by Contractor, such persons will be entirely and exclusively under the direction, supervision, and control of Contractor. Except as otherwise provided in this Contract, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Contractor. It is further understood and agreed that Contractor will issue W-2 or 1099 Forms for income and employment tax purposes for all Contractor's assigned personnel and subcontractors.
- D. The provisions of this section will survive any expiration or termination of this Contract. Nothing in this Contract creates an exclusive relationship between CITY and Contractor. Contractor may represent, perform services for, or be employed by any additional persons or companies so long as Contractor does not violate the provisions of Section 5, below.

2. **Licenses; Permits, Etc.** Contractor represents and warrants that Contractor has, and shall maintain at all times during the term of this Contract at its sole cost and expense, all licenses, permits, qualifications, and approvals of any nature that are legally required for Contractor to practice its profession or fulfill the terms of this Contract, including a City Business Operations Tax Certificate and any required certification issued by the California Secretary of State.
3. **Time.** Time is of the essence in the performance of this Contract. Contractor shall devote the necessary time and effort to its performance under this Contract. Neither party will be considered in default of this Contract, to the extent that party's performance is prevented or delayed by any cause, present or future, that is beyond the reasonable control of that party.
4. **Contractor Not Agent.** Except as City may specify in writing, Contractor and Contractor's personnel have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor and Contractor's personnel shall have no authority, express or implied, to bind City to any obligations whatsoever.
5. **Conflicts of Interest.** Contractor covenants that neither it, nor any officer or principal of its firm, has or will acquire any interest, directly or indirectly, that would conflict in any manner with the City's interests or that would in any way hinder Contractor's performance under this Contract. Contractor further covenants that in the performance of this Contract, no person having any such interest will be employed by it as an officer, employee, agent or subcontractor, without the City's written consent.

Contractor agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the City's interests during the performance of this Contract. If Contractor is or employs a former officer or employee of the City, Contractor and any former City officer or employee shall comply with the provisions of Sacramento City Code Section 2.16.090 pertaining to appearances before the City Council or any City department, board, commission, or committee.

6. **Hazardous Substances.** "Hazardous Substances" means any substance, material, waste, or other pollutant or contaminant that is or becomes designated, classified, or regulated as hazardous or toxic under any law, regulation, rule, order, decree, or other governmental requirement now in effect or later enacted. If Contractor is shipping Hazardous Substances, Contractor must supply a Safety Data Sheet ("SDS") with the first shipment of Hazardous Substances to each City location receiving the Hazardous Substances. If the content of an SDS is revised, Contractor must provide a revised SDS to each City location receiving Hazardous Substances.
7. **Confidentiality of City Information.** During performance of this Contract, Contractor may gain access to and use City information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the City.

Contractor agrees to protect all City Information and treat it as strictly confidential, and further agrees that Contractor shall not at any time, either directly or indirectly, divulge, disclose or

communicate in any manner any City Information to any third party without the City's prior written consent.

In addition, Contractor must comply with all City policies governing the use of the CITY network and technology systems, as set forth in applicable provisions of the City of Sacramento Administrative Policy Instructions # 30. A violation by Contractor of this section is a material violation of this Contract and shall justify legal and equitable relief.

**8. Contractor Information.**

- A. City shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by Contractor under this Contract. In this Contract, the term "information" means and includes: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostatting, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. Contractor shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by City.
- B. Contractor shall fully defend, indemnify and hold harmless City, its officers and employees, and each of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by Contractor under this Contract infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. City shall make reasonable efforts to notify Contractor not later than ten days after City is served with any such claim, action, lawsuit or other proceeding. However, City's failure to provide notice within the ten-day period does not relieve Contractor of its obligations hereunder, which survive any termination or expiration of this Contract.
- C. All proprietary and other information received from Contractor by City, whether received in connection with Contractor's proposal to City or in connection with Contractor's performance, will be disclosed upon receipt of a request for disclosure, in accordance with the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to City, City shall give notice to Contractor of any request for the disclosure of such information. The Contractor will then have five days from the date it receives notice to petition the court for a protective order to prevent the disclosure of the information. The Contractor shall have sole responsibility for defense of the actual "trade secret" designation of such information.
- D. The parties understand and agree that any failure by Contractor to respond to the notice provided by City and seek a protective order, in accordance with the provisions of subsection C, above, constitutes a complete waiver by Contractor of any rights regarding the information designated "trade secret" by Contractor, and the information will be disclosed by City in accordance with the Public Records Act.

- 9. Notification of Material Changes in Business.** Contractor agrees that if it experiences any material changes in its business, including a reorganization, refinancing, restructuring, leveraged buyout, bankruptcy, name change, or loss of key personnel, it will immediately notify the City of the changes. Contractor also agrees to immediately notify the City of any condition that may jeopardize the scheduled delivery or fulfillment of Contractor's obligations to the City under this Contract.
- 10. Standard of Performance.** Contractor shall perform in the manner and according to the standards currently observed by a competent practitioner of Contractor's profession in California and in compliance with all requirements of this Contract. All products that Contractor delivers to City under this Contract must be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in Contractor's profession.
- Contractor shall assign only competent personnel to perform on its behalf under this Contract. Contractor must notify the City in writing of any changes in Contractor's staff assigned to perform under this Contract, before any performance by the new staff member. If the City, in its sole discretion, determines that any person assigned by the Contractor to perform under this Contract is not performing in accordance with the standards required herein, City shall provide notice to Contractor. Contractor shall immediately remove the assigned person upon receipt of the notice.
- 11. Performance or Different Terms and Conditions.** The City's subsequent performance will not be construed as either acceptance of additional or different terms and conditions or a counteroffer by the Contractor, nor will the City's subsequent performance be viewed as acceptance of any provision of the Uniform Commercial Code, as adopted by any State, that is contrary to the terms and conditions contained herein. Contractor's performance shall conform to the applicable requirements of the Sacramento City Charter, Sacramento City Code, and all applicable State and Federal laws, and all the requirements of this Contract. The California Commercial Code will apply except as otherwise provided in the Contract.
- 12. Emergency/Declared Disaster Requirements.** If an emergency is declared by the City Manager, or if any portion of the City is declared a disaster area by the county, state or federal government, this Contract may be subjected to increased usage. The Contractor shall serve the City during a declared emergency or disaster, subject to the same terms and conditions that apply during non-emergency / non-disaster conditions. The pricing set forth in this Contract will apply, without mark-up, regardless of the circumstances. If the Contractor is unable to fulfill the terms of the Contract because of a disruption in its chain of supply or service, then the Contractor shall provide proof of the disruption. Acceptable forms of proof will include a letter or notice from the Contractor's source stating the reason for the disruption
- 13. Term; Suspension; Termination.**
- A. This Contract is effective on the Effective Date and continues in effect until both parties have fully performed their respective obligations under this Contract, unless sooner terminated as provided herein.
  - B. City shall have the right at any time to suspend Contractor's performance hereunder, in whole or in part, by giving a written notice of suspension to Contractor. Upon receipt of

such notice, Contractor shall immediately suspend its activities under this Contract, as specified in the notice.

C. The City shall have the right to terminate this Contract at any time by giving a written notice of termination to Contractor. Upon receipt of such notice, Contractor shall immediately cease performance under this Contract as specified in the notice. If the City terminates this Contract:

(1) Contractor shall, not later than five days after receipt of the notice, deliver all information prepared under this Contract to the City.

(2) The City shall pay Contractor the reasonable value of Goods or Services provided by Contractor before termination; provided, however, City shall not in any manner be liable for lost profits that might have been made by Contractor had the Contract not been terminated or had Contractor completed performance required by this Contract. Contractor shall furnish to the City any financial information requested by the City to determine the reasonable value of the Goods or Services provided by Contractor. The foregoing is cumulative and does not affect any right or remedy that City may have in law or equity.

**14. Default by Contractor.** In case of default by the Contractor, the City reserves the right to procure the Goods or Services from other sources and deduct from any monies due, or that may thereafter become due to the Contractor, the difference between the price named in this Contract and the actual cost to the City to procure from an alternate source. Prices paid by the City will be considered the prevailing market price at the time such purchase is made.

**15. Guarantee and Warranty.** Contractor assumes design responsibility and warrants the articles to be free from design defect and suitable for the purposes intended by City. If it is determined by the City that the Goods and Services do not meet the minimum requirements of this Contract, the Contractor shall correct the same at Contractor's sole expense.

A. The Contractor agrees that the Goods and Services furnished under this Contract will be covered by the industry standard or better warranty.

B. Contractor further warrants that the Goods and Services furnished under this Contract will be covered by the most favorable commercial warranties the Contractor gives to any customer for the Goods and Services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the City at law or equity, or by any other clause of this Contract.

C. Any additional warranties provided by law, including the warranty of merchantability and warranty of fitness for a particular purpose will remain in full force and effect and inure to the City's benefit. City reserves all rights and remedies provided by law for breach of any applicable warranty related to the Goods and Services.

D. City's inspections, approval, acceptance, or payment for all or part of any Goods and

Services will in no way affect City's warranty rights.

**16. Indemnity.**

- A. Indemnity: Contractor shall defend, hold harmless, and indemnify City, its officers, and employees, and each and every one of them, from and against all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, and expenses of every type and description, whether arising on or off the site of the work or services performed under this Contract, including any fees and costs reasonably incurred by City's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), including Liabilities for personal injury or death, damage to personal, real, or intellectual property, damage to the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with performance of or failure to perform this Contract by Contractor, any subcontractor (including lower-tier subcontractors) or agent of Contractor, their respective officers and employees, and anyone else for whose acts of omissions any of them may be liable, whether or not the Liabilities (i) are caused in part by a party indemnified hereunder, or (ii) are litigated, settled, or reduced to judgment; provided that the foregoing indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, damage, or expense, to the extent arising from the active negligence or willful misconduct of, or defects in design furnished by, City, its agents, servants, or independent contractors who are directly responsible to City, except when such agents, servants, or independent contractors are under the supervision and control of Contractor or any subcontractor (including lower-tier subcontractors) or agent of Contractor.
- B. Insurance Policies; Intellectual Property Claims: The existence or acceptance by City of any of the insurance policies or coverages described in this Contract will not affect or limit any of City's rights under this Section, nor will the limits of any insurance limit the liability of Contractor hereunder. This Section will not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of section 8.B., above.
- C. Survival. The provisions of this section will survive any expiration or termination of this Contract.

**17. Funding Availability.**

- A. This Contract is subject to the budget and fiscal provisions of the Charter and the Sacramento City Code.
- B. The City's payment obligation under this Contract will not exceed the amount of funds appropriated and approved for this Contract by the Sacramento City Council.
- C. This Section shall govern over any other contrary provision of the Contract.

**18. Equal Employment Opportunity.** During the performance of this Contract, Contractor, for itself,

its assignees and successors in interest, agrees as follows:

- A. Compliance With Regulations: Contractor shall comply with all state, local, and federal anti-discrimination laws and regulations, including the Executive Order 11246 entitled "Equal Opportunity in Federal Employment," as amended by Executive Order 11375, 12086, and 13672, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), referred to collectively as the "Regulations."
- B. Nondiscrimination: Contractor, with regards to the work performed by it after award and before completion of the work under this Contract, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in selection and retention of subcontractors, including procurement of materials and leases of equipment. Contractor shall not participate either directly or indirectly in discrimination prohibited by the Regulations.
- C. Solicitations for Subcontractors, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by Contractor for work to be performed under any subcontract, including all procurement of materials or equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligation under this Contract and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation.
- D. Information and Reports: Contractor shall provide all information and reports required by the Regulations, or by any orders or instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the City to be pertinent to ascertain compliance with the Regulations, orders and instructions. Where any information required of Contractor is in the exclusive possession of another who fails or refuses to furnish this information, Contractor shall so certify to the City, and shall set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of noncompliance by Contractor with the nondiscrimination provisions of this Contract, the City shall impose any sanctions it determines are appropriate including:
  - (1) Withholding of payments to Contractor under this Contract until Contractor complies;
  - (2) Cancellation, termination, or suspension of this Contract, in whole or in part.
- F. Incorporation of Provisions: Contractor shall include the provisions of subsections A through E, above, in every subcontract, including procurement of materials and leases of equipment, unless exempted by the Regulations, or by any order or instructions issued pursuant thereto. The City may direct Contractor to take specific actions to enforce these provisions, including sanctions for noncompliance; provided, however, that if Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, Contractor may request that the City join such litigation to protect the City's interests.

19. **Entire Agreement.** This Contract, including all Exhibits and documents referenced herein, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had before the execution of this Contract. No alteration to the terms of this Contract shall be valid unless approved in writing by Contractor, and by City, in accordance with applicable provisions of the Sacramento City Code.
20. **Modification of Contract.** The Contractor shall take no direction from any City employee that changes the executed terms and conditions of the Contract, including Exhibit A, or any change that impacts the cost, price, or schedule, before receiving a written, signed modification to the Contract.
21. **Severability.** If a court with jurisdiction rules that any portion of this Contract or its application to any person or circumstance is invalid or unenforceable, the remainder of this Contract will not be affected thereby and will remain valid and enforceable as written, to the greatest extent permitted by law.
22. **Waiver.** Neither the City's acceptance of, or payment for, any Goods or Services, nor any waiver by either party of any default, breach or condition precedent, will be construed as a waiver of any provision of this Contract, nor as a waiver of any other default, breach or condition precedent or any other right hereunder. No waiver will be effective unless it is in writing and signed by the waiving party.
23. **Governing Law.** This Contract shall be governed, construed and enforced in accordance with the laws of the State of California, except that the rule of interpretation in California Civil Code section 1654 will not apply. Venue of any litigation arising out of this Contract will lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.
24. **Assignment Prohibited.** The expertise and experience of Contractor are material considerations for this Contract. City has a strong interest in the qualifications and capability of the persons and entities that will fulfill the obligations imposed on Contractor under this Agreement. In recognition of this interest, Contractor shall not assign any right or obligation pursuant to this Contract without the written consent of the City. Any attempted or purported assignment without City's written consent shall be void and of no effect.
25. **Binding Effect.** This Contract is binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of Section 24, above.
26. **Compliance with Laws.** The Contractor shall be responsible for strict compliance with all applicable laws, regulations, court orders and other legal requirements applicable to the work to be accomplished under the Contract, including the California Occupational Safety and Health Act and all applicable safety orders issued by the Division of Occupational Safety and Health, Department of Industrial Relations, State of California, and all applicable requirements of Underwriters Laboratories and the Federal Communication Commission.

**27. Debarment Certification**

A. Pursuant to 2 CFR, Part 200, and applicable Executive Orders, the City is restricted in its ability to contract with certain parties that are debarred, suspended, or otherwise excluded or ineligible for participating in Federal assistance programs or activities. By signing this Agreement, CONTRACTOR warrants and certifies under penalty of perjury under the laws of the State of California that Contractor, including any owner, partner, director, officer, or principal of the CONTRACTOR, or any person in a position with management responsibility or responsibility for the administration of federal funds:

(1) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency;

(2) Has not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract (federal, state, or local); violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property, or other criminal felony;

(3) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (b) above; or

(4) Has not, within a three-year period preceding this certification, had one or more public contracts (federal, state, or local) or transactions terminated for cause or default.

(5) Has not been notified, within a three-year period preceding this certification, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied. Federal taxes are considered delinquent if the tax liability has been finally determined and the taxpayer is delinquent in making payment, as defined in Section 52.209-5 of the Federal Acquisition Regulations.

B. CONTRACTOR further warrants and certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency. Any exceptions to the warranties and certifications in this Section must be disclosed to the City.

C. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining Contractor's responsibility. Disclosures must indicate to whom exceptions apply, the initiating agency, and dates of action.

D. City will review the Federal Government's System for Award Management Exclusions maintained by the General Services Administration for eligibility, prior to the execution of this Agreement. The CONTRACTOR shall provide immediate written notice to the City if, at any time prior to execution, the CONTRACTOR learns this certification is erroneous or has become erroneous by reason of changed circumstances. If it is later determined that the Contractor's warranties and certification in this Section were erroneous, the City may terminate this Agreement for default.

## ATTACHMENT 1 TO EXHIBIT A – SCOPE OF WORK

### Introduction

The City of Sacramento, Department of Youth, Parks, & Community Enrichment is soliciting bids to provide as-needed loose-fill surface material (“fall material”) for various park playgrounds throughout the City of Sacramento.

### Scope of Services

#### Park Locations and Estimated Quantities

Park Name	Location	Estimated Cubic Yards
Airfield	2491 Natomas Crossing	120
Albert Winn	1616 28th Street	35
Argonaut	1402 Dickson Street	50
Artivio Guerrero	6000 61ST Street	50
Autumn Meadow	5674 Northborough Drive	125
Bannon Creek	2780 Azevedo Drive	30
Belle Cooledge	5600 South Land Park Drive	160
Bertha Henschel	160 45th Street	45
Billy C. Bean Jr. Memorial	7400 17th Avenue	90
Burberry	2400 Burberry Way	195
C.K. Mcclatchy	3500 5th Avenue	100
California Lilac	1601 Club Center Drive	35
Camp Sacramento	18880 Highway 50, Twin Bridges, CA	35
Carl Johnston	231 Eleanor Avenue	100
Charlie Jensen	6432 Park Village Street	60
Charter Pointe	610 Cutting Way	40
Chuckwagon	3420 Bridgeford Drive	75
Coloma Community Center	4623 T Street	30
Colonial	5315 19th Avenue	35
Cottonwood	1712 North Bend Drive	60
Cove	2950 Grassy Bank Avenue	50
Danny Nunn	6920 Power Inn Road	90
Dogwood	3075 Macon Drive	50
Earl Warren	7420 Vandenberg Drive	140
East Lawn Children's	1510 42nd Street	10
East Portal	1120 Rodeo Way	40
Edward Kemble	3065 Loma Verde Way	60
Edwin Z'Berg	7423 Alma Vista Way	110
Elderberry	2850 Macon Drive	15
Five Star	307 Doolittle Street	30
Fourth Avenue	4040 4th Avenue	30
Frank Seymour	845 Florin Road	65
Freeport	2051 Monarch Avenue	35
Garcia Bend	7654 Pocket Road	160
Gardenland	310 Bowman Avenue	95

<b>Park Name</b>	<b>Location</b>	<b>Estimated Cubic Yards</b>
George Sim	6207 Logan Street	55
Glen Hall	5415 Sandburg Drive	65
Glenbrook	8500 La Riviera Drive	130
Golden Poppy	5765 Tres Piezas Drive	40
Hagginwood	3271 Marysville Blvd	75
Hampton	7510 Wainscott Way	65
Hite	5375 Valley Hi Drive	80
Hummingbird	3601 Duckhorn Drive	100
Jacinto Creek	8600 West Stockton Blvd	120
Jack Rea	355 Redwood Avenue	60
James Mangan	2140 34th Avenue	60
James W. Marshall	915 27th Street	25
Jefferson	1990 Roma Court	160
John Cabrillo	1825 67th Avenue	90
John Fremont	1515 Q Street	85
John Mackey	1910 Kenwood Street	75
John Muir	1515 C Street	95
Joseph Reichmuth	6135 Gloria Drive	110
Kokomo	4901 Kokomo Drive	135
Lawrence	5130 McGlashan Street	60
Lewis	6570 Park Riviera Way	100
Linden	4001 Innovator Drive	35
Mae Fong	3004 Redding Avenue	35
Magnolia	251 Greg Thatch Circle	80
Magoichi Oki	2715 Wisseman Drive	70
Mama Marks	1140 Roanoke Way	60
Manuel Barandas	2805 Grassland Drive	110
Mark Hopkins	2317 Matson Drive	70
Martin Luther King, Jr.	2705 Gardendale Road	40
Max Baer	7851 35th Avenue	85
Meadowview	7760 24th Street	160
N Natomas Regional	2501 New Market Drive	155
Ninos	705 Northfield Drive	60
North Laguna Creek	6400 Jacinto Avenue	425
North Natomas Comm-North	Adjacent to 1855 Cagney Way	145
North Natomas Comm-South	1839 North Bend Drive	110
North Point	4925 Amber Leaf Way	40
Northborough	5250 Northborough Drive	130
Northgate	2825 Mendel Way	50
Northlake Community	Candletree Way & Littlestone Street	50
Oak Park Community Center	3425 Martin Luther King Jr Boulevard	80
Oakbrook	3341 Soda Way	140
Old Sac Schoolhouse	1200 Front Street	10
Orchard	2936 West River Drive	115
Parkway Oaks	7541 South Land Park Drive	90
Peregrine	3031 Guadalajara Way	35
Phoenix Green	6 Creeks Edge Way	65

<b>Park Name</b>	<b>Location</b>	<b>Estimated Cubic Yards</b>
Pollock Ranch	3800 Robinridge Way	65
Portuguese	7350 Durfee Way	50
Quail	3401 Colchester Avenue	145
Red Tail Hawk	226 Orcutt Circle	300
Redbud	5201 Brookmere Way	100
Regency-North	West of 5901 Bridgecross Drive	65
Regency-South	5500 Honor Parkway	130
Reginald Renfree Park	54 Cache River Circle	100
Renfree Field	3365 Auburn Boulevard	90
Richard Marriott	1235 Grand River Drive	155
Richardson Village	2995 Altos Avenue	120
River View	501 Forastera Circle	45
Robert Brookins	3432 Paseo Nuevo Street	55
Robertson Community Center	3525 Norwood Avenue	70
Robla Community	625 Bell Avenue	120
Roy Nielsen	7596 Center Parkway	110
Sacto Softball Complex	3450 Longview Drive	40
Shasta Community	7500 Imagination Parkway	145
Shorebird	3200 Kittiwake Drive	120
Sierra 2	2471 4th Avenue	100
South Natomas Community Center-Back	2901 Truxel Road (behind library)	205
South Natomas Community Center-Daycare	2901 Truxel Road (behind community center)	50
Southside	2115 6th Street	65
Sparrow Community Garden	4994 Westlake Parkway	65
Steve Jones	2331 Casa Linda Drive	65
Sundance	4742 Windsong Street	90
Swainson's Hawk	150 Lentini Way	130
Sycamore	5400 Banfield Drive	80
Tahoe	3501 59th Street	75
Tanzanite Community	2220 Tanzanite Avenue	125
Temple Avenue	3901 34th Street	40
Triangle	2579 Traction Avenue	65
Two Rivers	3166 Two Rivers Drive	45
Ulysses S. Grant	205 21ST Street	50
University	1900 University Avenue	35
Valley Hi-Middle	Between 53 & 57 Kennelford	50
Valley Hi-West	8185 Center Parkway	125
Valley Oak	2780 Mabry Drive	100
Washington	1631 F Street (West Side Only)	45
Westhampton	5401 Westhampton Way	100
Westlake Community	4700 Westlake Parkway	55
Wild Rose	5200 Kankakee Drive	65
William Caston Park	4325 Valley Hi Drive	85
William Chorley	7063 20th Street	45
William Curtis	3349 West Curtis Drive	60
William Land Regional	3800 Land Park Drive (13th Ave & 13th St)	130

<b>Park Name</b>	<b>Location</b>	<b>Estimated Cubic Yards</b>
William Mckinley	601 Alhambra Boulevard	65
Winner's Circle	2415 Evergreen Street	70
Witter Ranch	3795 Saintsbury Drive	135
Wood	6755 Bodine Circle	45
Woodbine	2430 52nd Avenue	100
Woodlake	500 Arden Way	70
Zacharias	763 Clipper Way	130
Zapata	905 E Street	25
	<b>Total Estimated CY</b>	<b>11490</b>

### **ADDITIONAL LOCATIONS**

The City reserves the right to designate additional locations not expressly identified in the Scope of Services. Such locations may be incorporated into the Contract at the City's sole discretion when deemed necessary or in the City's best interest. The Contractor shall provide all required services at any additional locations under the same terms, conditions, and pricing set forth herein, unless otherwise authorized in writing by the City.

### **TECHNICAL SPECIFICATIONS**

Fall Material must meet the most recent CPSP & ASTM standards for Public Playgrounds.

Fall material shall consist of 100% virgin forest wood from incense cedar, composed of blunt end chips. Mixed wood or recycled products are not acceptable.

### **DELIVERY & SERVICE**

Fall Material shall be delivered to individual sites within the City as needed, in bulk and blown in. Deliveries and services are to be scheduled Monday through Friday between 7:30 a.m. and 4:00 p.m. No weekend work is permitted unless specially authorized by City Management. Work on City holidays is not permitted under any circumstances.

Supplier shall contact the Park Supervisor at least 24 hours prior to delivery to confirm the delivery time and allow the Supervisor to adjust irrigation schedules as needed to prevent tire ruts or other site damage.

Drip pans must be placed underneath trucks to prevent oil and hydraulic spills on concrete.

### **CLEAN UP**

Contractor shall properly dispose of all generated trash and other waste, in a manner consistent with local laws, ordinances or codes.

## **SAFETY**

The Contractor shall be solely responsible for complying with all applicable OSHA, Cal/OSHA Safety Orders, and local ordinances.

The Contractor shall ensure that no unsafe practices occur on the property and shall immediately notify the City representative of any unsafe conditions requiring correction.

The Contractor shall be responsible for providing all required safety equipment and ensuring that all employees are properly trained in applicable safety practices.

Approved Class II safety vests shall be worn at all times while working on City property.

## **DAMAGE RESPONSIBILITY AND REPAIR LIABILITY**

The Contractor shall be fully responsible for any damage caused to playground equipment, surfaces, or surrounding property during the performance of services. The Contractor may be held liable for the cost of all necessary repairs or replacements resulting from such damage.

## **CONTRACTOR'S STAFF**

Contractor shall provide a competent, full-time management representative who is available to communicate with the City at all times during normal business hours. The representative shall have the authority to represent and act for the Contractor in any matter pertaining to the Agreement.

Contractor shall provide a competent field supervisor on-site during all times that work is being performed.

Contractor shall furnish the names of all such supervisors to the City prior to the commencement of the contract and further advise the City of any changes.

Contractor shall only furnish workers who are competent and skilled for work under this contract. If, in the opinion of the City, an employee of the Contractor is incompetent or disorderly, refuses to perform in accordance with the contract specifications, threatens or uses abusive language while on City property, or is otherwise unsatisfactory, that employee shall be removed from all work under this contract.

## **QUANTITIES (ESTIMATED)**

The quantities stated in the pricing schedule are estimates only of the City's requirements. Contractor agrees to furnish more or less than the estimates at the unit prices quoted in accordance with availability of funds and actual needs as they occur throughout the contract period.

**PARKS ASSIGNED**

The City will provide the contractor with delivery requirements which will include park location(s), Park Supervisor contact information, and fall material quantities.

**CONTRACT PERIOD**

Any contract(s) resulting from this bid shall be for an initial term of four (4) years.

**PREVAILING WAGE**

In accordance with Sacramento City Code Section 3.60.180 and Section 1771.5 of the California Labor Code, the payment of the general prevailing rate of wages is required for any Public Construction of more than \$25,000, or Public Maintenance project of more than \$15,000.

The selected contractor and any subcontractors shall comply with the rates of wages currently established by the Director of Industrial Relations under provisions of Sections 1773 of the Labor Code of the State of California, a copy of which is on file in the office of the City Clerk.

Labor Code Section 1725.5 requires that all contractors bidding on this contract, all subcontractors listed in a bid for this contract, and any contractor or subcontractor performing any work under this contract be registered with the California Department of Industrial Relations (DIR), as specified in Labor Code Section 1725.5. Pursuant to Labor Code Section 1771.1, a contractor or subcontractor is not qualified to bid on, be listed in a bid proposal (subject to the requirements of Section 4104 of the Public Contract Code), or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Every bidding contractor shall list the contractor's current DIR registration number (and the current DIR registration number of all listed subcontractors) on the Subcontractor and Local Business Enterprise (LBE) Participation Verification Form included in the contractor's bid.

Pursuant to Labor Code Section 1771.1(b): (1) any bid received from a contractor that is not currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5 shall be rejected as non-responsive; and (2) any bid listing one or more subcontractors on the bidder's Subcontractor and Local Business Enterprise (LBE) Participation Verification Form that are not currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5, shall be rejected as non-responsive, unless the listing was an inadvertent error and any of the conditions specified in Labor Code Section 1771.1(c) apply.

The City of Sacramento has an approved Labor Compliance Program. Electronic Web submittal of Labor Compliance Reports is required. Each contractor and every lower-tier subcontractor is required to submit certified payrolls and labor compliance documentation electronically at the discretion of and in the manner specified by the City of Sacramento.

Each contractor and subcontractor will be given a Log On identification and password to access the City of Sacramento reporting system. Use of the system may entail additional data entry of weekly payroll information including; employee identification, labor classification, total hours worked and hours worked on this project, wage and benefit rates paid, etc. The contractor's payroll and accounting software might be capable of generating a 'comma delimited file' that will interface with the software. This requirement applies to every lower-tier subcontractor and vendor required to provide labor compliance documentation.

This contract also is subject to compliance monitoring and enforcement by the DIR. California Labor Code Section 1771.4 requires the contractor and all subcontractors to furnish electronic payroll records directly to the Labor Commissioner (in addition to City staff via the City's electronic system).

**ATTACHMENT 1 TO EXHIBIT B - PAYMENT**

**PRICING SCHEDULE**

<b>Quantity</b>	<b>Description</b>	<b>Per Cubic Yard (\$)</b>
1	Engineered Wood Fiber Playground Fall Material (Taxable)	\$13.50
1	Blower Truck Service (Non-Taxable)	\$13.65

Tax (8.75) \$ 1.18

1<sup>st</sup> Year Subtotal (Material + Service) \$ 28.33

2<sup>nd</sup> Year Escalation Factor 0 %    2<sup>nd</sup> Year Subtotal \$ 28.33

3<sup>rd</sup> Year Escalation Factor 0 %    3<sup>rd</sup> Year Subtotal \$ 28.33

4<sup>th</sup> Year Escalation Factor 0 %    4<sup>th</sup> Year Subtotal \$ 28.33

**Total Bid \$ 113.32**

**Price Adjustment**

The total cost may be escalated no more than 3% above the previous year's pricing as proposed in bid submission. In the absence of a specified percentage, the City will assume a 0% increase.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/22/2026

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 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> REMEDY INSURANCE PROS 35226 Faraday Ct  Fremont CA 94536-2417		<b>CONTACT NAME:</b> Luke Leydon <b>PHONE (A/C, No, Ext):</b> 510-331-8932 <b>E-MAIL ADDRESS:</b> luke@remedyinsurancepros.com <b>FAX (A/C, No):</b>															
<b>INSURED</b> BRYCE HARPER dba AIR APPLIED MULCH SERVICE 10250 BADGER CREEK LANE  WILTON CA 95693		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Scottsdale Insurance Company</td> <td>41297</td> </tr> <tr> <td>INSURER B: Kemper/Unitrin</td> <td>10914</td> </tr> <tr> <td>INSURER C: MT Hawley Insurance Company</td> <td>37974</td> </tr> <tr> <td>INSURER D: Technology Insurance Company Inc</td> <td>42376</td> </tr> <tr> <td>INSURER E: Navigators Insurance Company</td> <td>42307</td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Scottsdale Insurance Company	41297	INSURER B: Kemper/Unitrin	10914	INSURER C: MT Hawley Insurance Company	37974	INSURER D: Technology Insurance Company Inc	42376	INSURER E: Navigators Insurance Company	42307	INSURER F:	
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**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

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 checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR BI/PD DEDUCTIBLES \$2,500.00  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: BI/ PD DEDUCTIBLES \$2,500	Y	Y	RBS0344035	03/14/2026	03/14/2027	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$									
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Y	Y	50030450901	02/04/2026	02/04/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ DEDUCTIBLE \$ 1,000									
C	<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 \$			GXS0027714	04/14/2026	03/14/2027	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 PRODUCTS COMPLETED \$ 2,000,000									
D	<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/A	Y	TSP4766764	02/24/2026	02/24/2027	<table border="1"> <thead> <tr> <th>PER STATUTE</th> <th>OTHER</th> </tr> </thead> <tbody> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$ 1,000,000</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$ 1,000,000</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$ 1,000,000</td> </tr> </tbody> </table>	PER STATUTE	OTHER	E.L. EACH ACCIDENT	\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
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E.L. DISEASE - POLICY LIMIT	\$ 1,000,000															
E	<b>INLAND MARINE</b>			04-IM057945	06/11/2025	06/11/2026	\$200,000									

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

City of Sacramento its officials, its employees, and volunteers added as additional insureds per written contract.

**CERTIFICATE HOLDER****CANCELLATION**

City of Sacramento c/o Exigis LLC PO Box 947 Murrieta CA 92564	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 <i>Luke Leydon</i>
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ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
RBS0344035	03/14/2026	AIR APPLIED MULCH SERVICE	047BZ

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET ADDITIONAL INSURED—ONGOING OPERATIONS—  
OWNERS, LESSEES OR CONTRACTORS**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any "additional insured" person, entity or organization where work is performed by you if ongoing operations coverage is required by insured contract	Any location of "additional insured" person, entity or organization where work is performed by you if ongoing operations coverage is required by insured contract.

**SECTION II—WHO IS AN INSURED**, is amended to include, for **COVERAGE A—BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, only, as an additional insured, the person, entity or organization designated in this endorsement for whom the Named Insured is performing ongoing operations only when the Named Insured has agreed with the person, entity or organization in an "insured contract" to name the person, entity or organization as an "additional insured."

1. Such person, entity or organization is only an "additional insured" with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by the ongoing operations of the Named Insured performed for the "additional insured" at the designated location.
2. The "insured contract" must be currently in effect or become effective during the policy period, be executed prior to the "bodily injury" or "property damage" first happening and be between the Named Insured and the "additional insured."
3. This coverage does not apply to "bodily injury" or "property damage" after:
  - a. "Your work" for the additional insured has been completed; or
  - b. That portion of "your work" out of which the "bodily injury" or "property damage" arises has been put to its intended use by any person or organization.
4. The applicable limit of our liability shall not be increased by the inclusion of the additional insured under the policy.
5. We shall have no duty to indemnify the additional insured for damages, claims or any other liabilities arising from actions, inactions, errors or omissions of the "additional insured."

6. Our duty to contractually indemnify the additional insured under an “insured contract” pursuant to this endorsement shall be limited to that sum derived by applying the percentage of fault of the Named Insured as determined by the trier of fact to the total damage sum allocated by the trier of fact to the “additional insured.” Under no circumstances shall we pay more than this proportionate contractual indemnity share required of the policyholder in the “insured contract.”
7. Any contractual indemnity payments made on behalf of any additional insured under an “insured contract” shall reduce the applicable limits of insurance on a dollar for dollar basis. Any contractual indemnity payments paid to or on behalf of the “additional insured” pursuant to this endorsement are subject to the terms, conditions and limitations of the policy.
8. This endorsement does not create a duty on our part to defend the additional insured or to participate in, contribute to, or reimburse any person, organization or entity for any fees or expenses incurred in the defense of the “additional insured.”

**SECTION IV—COMMERCIAL GENERAL LIABILITY CONDITIONS, Condition 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of the policy is amended to include:

An additional insured under this endorsement shall in addition to complying with all provisions of the policy:

1. Give written notice to us of an occurrence or an offense which may result in a claim or “suit” within thirty (30) days of notice to the “additional insured.”
2. Give written notice to us of a claim or “suit” brought against the “additional insured” within thirty (30) days of the additional insured being served with the claim or “suit.”
3. Give written notice to any other insurer who has or may have coverage under its policy or policies for a claim, “suit” or demand for defense or indemnity within thirty (30) days of the “additional insured” being served with the claim, “suit” or demand for defense or indemnity. Such notice must demand the full coverage available under the policy. The “additional insured” will not take any action to waive or limit such other coverage available to it.
4. Obtain and provide to us copies of each and every policy from each and every insurer identified pursuant to the preceding paragraph.

The following is added to **SECTION V—DEFINITIONS**:

**ADDITIONAL INSURED**

“Additional insured” means any person or organization that the Named Insured has agreed in an “insured contract” to name as an “additional insured” and has been named or identified by description in an “additional insured” endorsement issued and attached to the policy. Coverage is afforded under this policy for an additional insured for Coverage A liability only.

“Bodily injury” and “property damage” coverage is afforded to the “additional insured(s)” as provided in the insuring agreement and subject to all policy provisions, provided that the “bodily injury” or “property damage” also:

1. First takes place after the execution of the “insured contract”; and
2. Arises from “your work” performed for the “additional insured”(s) during the policy period or arises from “your” “ongoing operations.”

**This endorsement is subject to all terms, conditions and exclusions of the policy, which remain unchanged.**



AUTHORIZED REPRESENTATIVE

/ 04/07/2026

DATE

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
RBS0344035	03/14/2026	AIR APPLIED MULCH SERVICE	047BZ

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

**SCHEDULE**

<b>Name Of Additional Insured Person(S) or Organization(S):</b>	<b>Designated Construction Project:</b>
Any person or organization against whom subrogation is required to be waived by an "insured contract".	Any construction project performed by you for any person or organization against whom subrogation is required to be waived by an "insured contract".

**SECTION IV—COMMERCIAL GENERAL LIABILITY CONDITIONS, 8. Transfer Of Rights Of Recovery Against Others To Us** is deleted in its entirety and replaced by the following:

**8. Transfer Of Rights Of Recovery Against Others To Us**

If any insured has rights to recover all or part of any payment we have made under the applicable Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair such rights. At our request, such insured will bring "suit" or transfer those rights to us and help us enforce them.

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" arising out of "your work" done under an "insured contract" with that person or organization at the designated construction project.

This waiver applies only if the designated construction project shown in the Schedule above is completed and only to the construction project designated in the above Schedule.

**All other terms, conditions and exclusions of the policy remain unchanged.**



04/07/2026

AUTHORIZED REPRESENTATIVE

DATE

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
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**NON-DUPLICATION OF LIMITS OF INSURANCE—  
ANTI-STACKING ENDORSEMENT  
(DEFENSE EXPENSES OUTSIDE THE LIMITS)**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

**A. The following is added to SECTION III—LIMITS OF INSURANCE:**

Regardless of the number of insureds, claims made or “suits” brought, or persons or organizations making claims or bringing “suits”:

1. With respect to all “bodily injury” and “property damage” that arises out of one “occurrence” and is covered, in whole or in part, by this policy and any other policy issued by us or any affiliate to you, the maximum that we will pay under all such policies combined is the highest Each Occurrence Limit of Insurance stated in the Limits of Insurance section of the Declarations page in any one of these policies or any Coverage Part of these policies. Defense costs do not reduce the Limits of Insurance except for any claim subject to a sublimit.

In the event of continuous, progressive or repeated “bodily injury” or “property damage” over any length of time, such “bodily injury” or “property damage” shall be deemed to be one “occurrence.”

2. With respect to all “personal and advertising injury” that arises out of the commission of an offense covered by this policy and any other policy issued by us or any affiliate to you, the maximum that we will pay under all such policies combined is the highest Personal and Advertising Injury Limit of Insurance stated in the Limits of Insurance section of the Declarations page in any one of these policies or any Coverage Part of these policies. Defense costs do not reduce the Limits of Insurance except for any claim subject to a sublimit.

In the event of continuous, progressive, or repeated “personal and advertising injury” over any length of time, such “personal and advertising injury” shall be deemed to be one offense.

**B. For purposes of this endorsement “defense expenses” means payments allocated to a specific “claim” or “suit” for its investigation, settlement or defense, including:**

1. Attorney fees and all other reasonable fees and costs and expenses resulting from the investigation, adjustment, defense and appeal of a “claim” or “suit” and incurred on the behalf of the insured. This includes all fees, costs and expenses incurred for the services of a third-party administrator;
2. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the “claim” or “suit,” including actual loss of earnings up to one hundred dollars (\$100) a day because of time off from work;

3. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer;
4. All interest on any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance; and
5. All items identified in paragraphs 1., 2., 3. and 4. of this definition if those sums are paid on behalf of an insured's indemnitee or additional insured or paid by us to an insured in reimbursement of said items.

"Defense expenses" do not include salaries and expenses of our employees or the employees of any insured, other than that portion of our employed attorneys' fees, salaries and expenses allocated to a specific "claim" or "suit" for the defense of any insured.

**All other terms, conditions, provisions and exclusions of the policy remain unchanged.**



04/07/2026

AUTHORIZED REPRESENTATIVE

DATE



ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
RBS0344035	03/14/2026	AIR APPLIED MULCH SERVICE	047BZ

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET ADDITIONAL INSURED—ONGOING OPERATIONS—PRIMARY AND NON-CONTRIBUTORY—OWNERS, LESSEES OR CONTRACTORS**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY® COVERAGE FORM**

**SECTION II—WHO IS AN INSURED**, is amended to include, for **COVERAGES A—BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, only, as an additional insured, the person, entity or organization designated in this endorsement for whom the Named Insured has performed operations only when the Named Insured has agreed with the person, entity or organization in an insured contract to name the person, entity or organization as an additional insured.

1. Such person, entity or organization is only an additional insured with respect to liability for “bodily injury” or “property damage” caused, in whole or in part, by the ongoing operations of the Named Insured performed for the additional insured.
2. The “insured contract” must be currently in effect or become effective during the policy period, be executed prior to the “bodily injury” or “property damage” first happening and be between the Named Insured and the additional insured.
3. This coverage does not apply to “bodily injury” or “property damage” after:
  - a. “Your work” for the additional insured has been completed; or
  - b. That portion of “your work” out of which the “bodily injury” or “property damage” arises has been put to its intended use by any person or organization.
4. The applicable limit of our liability shall not be increased by the inclusion of the additional insured under the policy.
5. We shall have no duty to indemnify the additional insured for damages, claims or any other liabilities arising from actions, inactions, errors or omissions of the additional insured.
6. Our duty to contractually indemnify the additional insured under an “insured contract” shall be limited to that sum derived by applying the percentage of fault of the Named Insured as determined by the trier of fact to the total damage sum allocated by the trier of fact to the additional insured. Under no circumstances shall we pay more than this proportionate contractual indemnity share.
7. Any contractual indemnity payments made on behalf of any additional insured under an “insured contract” shall reduce the applicable limits of insurance on a dollar for dollar basis. Any contractual indemnity payments are subject to the terms, conditions and limitations of the policy.

8. This endorsement does not create a duty on our part to defend the additional insured to participate in, contribute to, or reimburse any person, organization or entity for any fees or expenses incurred in the defense of the additional insured.

**SECTION IV—COMMERCIAL GENERAL LIABILITY CONDITIONS, Condition 2. Insured's Duties In The Event Of Occurrence, Offense, Claim Or Suit** of the policy is amended to include:

An additional insured under this endorsement shall in addition to complying with all provisions of the policy:

1. Give written notice to us of an "occurrence" or an offense which may result in a claim or "suit" within thirty (30) days of notice to the additional insured.
2. Give written notice to us of a claim or "suit" brought against the additional insured within thirty (30) days of the additional insured being served with the claim or "suit".
3. Give written notice to any other insurer who has or may have coverage under its policy or policies for a claim, "suit" or demand for defense or indemnity within thirty (30) days of the additional insured being served with the claim, "suit" or demand for defense or indemnity. Such notice must demand the full coverage available under the policy. The additional insured will not take any action to waive or limit such other coverage available to it.
4. Obtain and provide to us copies of each and every policy from each and every insurer identified pursuant to the preceding paragraph.

The coverage provided by this endorsement is primary and non-contributory and no insurance held or owned by the additional insured shall be called upon to cover damages under this policy up to the limits of this policy, but only if the "bodily injury" or "property damage" under this policy is caused directly, in whole or in part, from your ongoing operations performed for the additional insured.

**This endorsement is subject to all terms, conditions and exclusions of the policy, which remain unchanged.**



04/07/2026

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AUTHORIZED REPRESENTATIVE

DATE



**ATTACHMENT 1 TO EXHIBIT B - PAYMENT**

**PRICING SCHEDULE**

<b>Quantity</b>	<b>Description</b>	<b>Per Cubic Yard (\$)</b>
1	Engineered Wood Fiber Playground Fall Material (Taxable)	\$13.50
1	Blower Truck Service (Non-Taxable)	\$13.65

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**Price Adjustment**

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