

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this 1st day of July, 2026, by and between the City of Merced, a California Charter Municipal Corporation, whose address of record is 678 West 18th Street, Merced, California 95340, (hereinafter referred to as "City") and BrightView Landscape Services, a California Corporation, whose address of record is 5213 E. Pine Avenue, Fresno, CA, 93727, (hereinafter referred to as "Consultant").

WHEREAS, on November 21, 2023, the City previously issued a Request for Proposals for landscape maintenance services; and

WHEREAS, following that competitive solicitation, the City and Contractor entered into a Landscape Maintenance Services Agreement for an initial twenty-nine (29) month term and a three (3) year renewal option; and

WHEREAS, although the original agreement expired before the optional extension was exercised, the City desires to enter into this Agreement for a term that does not exceed the maximum contract duration contemplated by the original Request for Proposals; and

WHEREAS, except as otherwise expressly provided herein, the parties desire this Agreement to incorporate the terms and conditions of the prior Landscape Maintenance Services Agreement.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants hereinafter recited, hereby agree as follows:

1. **SCOPE OF SERVICES.** The Consultant shall furnish the following services: Consultant shall provide the landscape maintenance services described in Exhibit "A" attached hereto.

No additional services shall be performed by Consultant unless approved in advance in writing by the City, stating the dollar value of the services, the method of payment, and any adjustment in contract time. All such services are to be coordinated with City and the results of the work shall be monitored by the Director of Public Works or designee. However, the means by which the work is accomplished shall be the sole responsibility of the Consultant.

2. **TIME OF PERFORMANCE.** All of the work outlined in the Scope of Services shall be completed in accordance with the Schedule outlined in Exhibit

“A” attached hereto and incorporated herein by reference. By mutual agreement and written addendum to this Agreement, the City and the Consultant may change the requirements in said Schedule.

3. **TERM OF AGREEMENT.** The term of this Agreement shall commence upon July 1, 2026, and end on June 30, 2027. Upon expiration of this Agreement, and upon approval by the City, Consultant shall have the option to renew this Agreement for up to two (1) year options ending on June 30, 2029.

4. **COMPENSATION.** Payment by the City to the Consultant for actual services rendered under this Agreement shall be made upon presentation of an invoice detailing services performed under the Scope of Services, in accordance with the fee schedule set forth in Exhibit “B” attached hereto and incorporated herein by reference. The Consultant agrees to provide all services required under the Scope of Services in Exhibit “A” within the compensation amount set forth in Exhibit “B”. For Consultant’s services rendered under this Agreement, City shall pay Consultant the not to exceed sum of One Hundred Ninety-Five Thousand Four Hundred Sixteen Dollars and Sixty-Six Cents (\$195,416.66) annually.

5. **METHOD OF PAYMENT.** Compensation to Consultant shall be paid by the City after submission by Consultant of an invoice delineating the services performed.

6. **RECORDS.** It is understood and agreed that all plans, studies, specifications, data magnetically or otherwise recorded on computer or computer diskettes, records, files, reports, etc., in possession of the Consultant relating to the matters covered by this Agreement shall be the property of the City, and Consultant hereby agrees to deliver the same to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials including but not limited to those set forth hereinabove, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use.

7. **CONSULTANT’S BOOKS AND RECORDS.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement. Any records or documents required to be maintained shall be made available for inspection, audit and/or copying at any time during regular business hours, upon oral or written request of the City.

8. **INDEPENDENT CONTRACTOR.** It is expressly understood that Consultant is an independent contractor and that its employees shall not be employees of or have any contractual relationship with the City. Consultant shall be responsible for the payment of all taxes, workers' compensation insurance and unemployment insurance. Should Consultant desire any insurance protection, the Consultant is to acquire same at its expense.

In the event Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, protect, defend, and hold harmless the City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

9. **INDEMNITY.** Consultant shall indemnify, protect, defend (with legal counsel selected by the City), save and hold City, its officers, employees, and agents, harmless from any and all claims or causes of action for death or injury to persons, or damage to property resulting from intentional or negligent acts, errors, or omissions of Consultant or Consultant's officers, employees, volunteers, and agents during performance of this Agreement; Consultant shall indemnify, protect, defend (with counsel selected by the City) save and hold City, its officers, employees and agents harmless from any and all claims or causes of action for any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct, negligent acts, or omissions of Consultant or its employees, subcontractors, or agents, or by the quality or character of Consultant's work, or resulting from the negligence of the City, its officers, employees, volunteers and agents, except for loss caused by the sole negligence or willful misconduct of the City or its officers, employees, volunteers or agents. It is understood that the duty of Consultant to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall survive the termination of this Agreement and shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material

element of consideration.

10. **INSURANCE.** During the term of this Agreement, Consultant shall maintain in full force and effect at its own cost and expense, the following insurance coverage:

a. **Workers' Compensation Insurance.** Full workers' compensation insurance shall be provided with a limit of at least One Hundred Thousand Dollars (\$100,000) for any one person and as required by law, including Employer's Liability limits of \$1,000,000.00 per accident. The policy shall be endorsed to waive the insurer's subrogation rights against the City.

b. **General Liability.**

- (i) Consultant shall obtain and keep in full force and effect general liability coverage at least as broad as ISO commercial general liability coverage occurrence Form CG 0001.
- (ii) Consultant shall maintain limits of no less than One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage.
- (iii) The City, its officers, employees, volunteers and agents are to be named as additional insureds under the policy, as respects liability arising out of work or operations performed by or on behalf of the Consultant.
- (iv) The policy shall stipulate that this insurance will operate as primary insurance for work performed by Consultant and its sub-contractors, and that any other insurance or self insurance maintained by City or other named insureds shall be excess and non-contributory.
- (v) Consultant shall maintain its commercial general liability coverage for three (3) years after completion of the work and shall add an additional insured endorsement form acceptable to the City naming the City of Merced, its officers, employees, agents and volunteers for each year thereafter for at least three (3) years after completion of the work. Copies of the annual renewal and additional insured endorsement form shall be sent to the City within thirty (30) days of the annual renewal.

c. Automobile Insurance.

- (i) Consultant shall obtain and keep in full force and effect an automobile policy of at least One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.
- (ii) The City, its officers, employees, volunteers and agents are to be named as additional insureds under the policy, as respects automobiles owned, leased, hired or borrowed by the Consultant.
- (iii) The policy shall stipulate that this insurance will operate as primary insurance for work performed by Consultant and its sub-contractors, and that any other insurance or self insurance maintained by City or other named insureds shall be excess and non-contributory.

d. Reserved.

e. Qualifications of Insurer. The insurance shall be provided by an acceptable insurance provider, as determined by City, which satisfies all of the following minimum requirements:

- (i) An insurance carrier admitted to do business in California and maintaining an agent for service of process within this State; and,
- (ii) An insurance carrier with a current A.M. Best Rating of A:VII or better (except for workers' compensation provided through the California State Compensation Fund).

f. Certificate of Insurance. Consultant shall complete and file with the City prior to engaging in any operation or activity set forth in this Agreement, certificates of insurance evidencing coverage as set forth above and which shall provide that no cancellation or expiration by the insurance company will be made during the term of this Agreement, without thirty (30) days written notice to City prior to the effective date of such cancellation—including cancellation for nonpayment of premium. In addition to any other remedies City may have, City reserves the right to withhold payment if Consultant's insurance policies are not current.

11. PREVAILING WAGES.

A. Labor Code Compliance. If the work performed under this Agreement falls within Labor Code Section 1720(a)(1) definition of a "public works" the Consultant agrees to comply with all of the applicable provisions of the Labor Code including, those provisions requiring the payment of not less than the general prevailing rate of wages. The Consultant further agrees to the penalties and forfeitures provided in said Code in the event a violation of any of the provisions occurs in the execution of this Agreement.

B. These wage rate determinations are made a specific part of this Agreement by reference pursuant to Labor Code Section 1773.2. General Prevailing Wage Rate Determinations may be obtained from the Department of Industrial Relations Internet site at <http://www.dir.ca.gov/>.

C. After award of the Agreement, and prior to commencing work, all applicable General Prevailing Wage Rate Determinations, if applicable, are to be obtained by the Consultant from the Department of Industrial Relations. These wage rate determinations are to be posted by the Consultant at the job site in accordance with Section 1773.2 of the California Labor Code.

D. Consultant agrees to include prevailing wage requirements, if applicable, in all subcontracts when the work to be performed by the subcontractor under this Agreement is a "public works" as defined in Labor Code Section 1720(a)(1) and Labor Code Section 1771.

12. ASSIGNABILITY OF AGREEMENT. It is understood and agreed that this Agreement contemplates personal performance by the Consultant and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express written consent of the City.

13. TERMINATION FOR CONVENIENCE OF CITY. The City may terminate this Agreement any time by mailing a notice in writing to Consultant that the Agreement is terminated. Said Agreement shall then be deemed terminated, and no further work shall be performed by Consultant. If the Agreement is so terminated, the Consultant shall be paid for that percentage of the phase of work actually completed, based on a pro rata portion of the compensation for said phase satisfactorily completed at the time the notice of termination is received. The Consultant may terminate this Agreement any time by mailing a notice in writing

to the City providing one hundred twenty (120) days' notice that the Agreement is terminated.

14. CONFORMANCE TO APPLICABLE LAWS. Consultant shall comply with its standard of care regarding all applicable Federal, State, and municipal laws, rules and ordinances. No discrimination shall be made by Consultant in the employment of persons to work under this contract because of race, color, national origin, ancestry, disability, sex or religion of such person.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act (8 U.S.C.A. 1101 *et seq.*), as amended; and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any agency or instrumentality of the federal or state government, including the courts, impose sanctions against the City for such use of unauthorized aliens, Consultant hereby agrees to, and shall, reimburse City for the cost of all such sanctions imposed, together with any and all costs, including attorneys' fees, incurred by the City in connection therewith.

15. WAIVER. In the event that either City or Consultant shall at any time or times waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or any other covenant, condition or obligation. Waiver shall not be deemed effective until and unless signed by the waiving party.

16. INCONSISTENT OR CONFLICTING TERMS IN AGREEMENT AND EXHIBITS. In the event of any contradiction or inconsistency between any attached document(s) or exhibit(s) incorporated by reference herein and the provisions of the Agreement itself, the terms of the Agreement shall control.

Any exhibit that is attached and incorporated by reference shall be limited to the purposes for which it is attached, as specified in this Agreement. Any contractual terms or conditions contained in such exhibit imposing additional obligations on the City are not binding upon the City unless specifically agreed to in writing, and initialed by the authorized City representative, as to each additional contractual term or condition.

17. AMBIGUITIES. This Agreement has been negotiated at arms' length between persons knowledgeable in the matters dealt with herein. Accordingly, any rule of law, including, but not limited to, Section 1654 of the Civil Code of

California, or any other statutes, legal decisions, or common-law principles of similar effect, that would require interpretation of any ambiguities in this Agreement against the party that drafted this Agreement is of no application and is hereby expressly waived.

18. VENUE. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this agreement shall be held exclusively in a state court in the County of Merced.

19. AMENDMENT. This Agreement shall not be amended, modified, or otherwise changed unless in writing and signed by both parties hereto.

20. INTEGRATION. This Agreement constitutes the entire understanding and agreement of the parties and supersedes all previous and/or contemporaneous understanding or agreement between the parties with respect to all or any part of the subject matter hereof.

21. AUTHORITY TO EXECUTE. The person or persons executing this Agreement on behalf of the parties hereto warrants and represents that he/she/they has/have the authority to execute this Agreement on behalf of their entity and has/have the authority to bind their party to the performance of its obligations hereunder.

22. COUNTERPARTS. This Agreement may be executed in one or more counterparts with each counterpart being deemed an original. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterparts executed by the other parties hereto are in the physical possession of the party or parties seeking enforcement thereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first above written.

CITY OF MERCED
A California Charter Municipal
Corporation

BY: _____
City Manager

ATTEST:
D. SCOTT McBRIDE, CITY CLERK

BY: _____
Assistant/Deputy City Clerk

APPROVED AS TO FORM:

BY: Craig Cornwell 7/2/2026
City Attorney Date

ACCOUNT DATA:

BY: _____
Verified by Finance Officer

CONSULTANT

Signed by:
BY: Fairlight Beard
ACAA389AB830485
(Signature)

Fairlight Beard
(Typed Name)

Its: RVP
(Title)

Taxpayer I.D. No. 95-2651541

ADDRESS: 5213 E. Pine Avenue
Fresno, CA 93727

TELEPHONE: 559-453-1670

FAX: _____

E-MAIL: fairlight.beard@brightview.com

SCOPE OF SERVICES

I. IRRIGATION - GENERAL

Irrigation shall be accomplished by the use of automatic or manual sprinkler systems where available and operable. Failure of an existing system to provide full and adequate coverage shall not relieve the contractor of the responsibility to provide proper coverage of all areas. Providing any supplementary hoses, sprinklers, nozzles, etc., necessary to accomplish full coverage shall be the contractor's responsibility.

A. Maintenance

The contractor shall maintain all sprinkler systems in such a way as to give proper coverage and full working capacity, making necessary adjustments to prevent excessive water run-off into streets or other areas not intended to be irrigated. Care shall be taken to prevent wasting water, causing soil erosion, or allowing seepage into existing underground improvements or structures.

The contractor shall, at no cost to the City, keep controller or valve boxes free of dirt and debris; repair, replace, clean, adjust, straighten, raise, or lower the following sprinkler system components as it relates to maintenance of the landscape areas:

1. Sprinkler heads;
2. Sprinkler caps;
3. Sprinkler head risers;
4. Valve covers;
5. Valve boxes;
6. Valve box lids, including electrical pull boxes and lids;
7. Underground electric connectors inside valve boxes;
8. Quick coupler valves and caps;
9. Hose bibs.

B. Inspection

The contractor shall inspect all areas covered by an automatic irrigation system for any malfunction during each schedule service of each District. Approximately thirty (30) days prior to the termination of the contract, a comprehensive test of all irrigation systems shall be made by a Public Works Department representative. Any repairs deemed the contractor's responsibility shall be made by the contractor prior to the end of the contract period.

If repairs made are not to the satisfaction of the Director of Public Works or his designee, deductions shall be made in the final contract payment to cover the cost of eliminating the discrepancies determined by the Director of Public Works or his designee.

EXHIBIT A

C. Repairs

Irrigation systems which are damaged or altered in any way as a result of work performed under this contract shall be repaired or replaced in kind and in an approved manner by the contractor.

Repairs shall be made immediately after damage or alteration occurs, unless otherwise directed. Repairs made as a result of theft, vandalism or an act of God shall be performed by the City.

Winterization – Contractor shall winterize all exposed piping and back flow prevention devices to prevent freeze damage. All damage to back flow devices caused by freezing will be the contractor responsibility to repair or replace.

Repairs not made, or not made to the satisfaction of the Director of Public Works or his designee, will be done by others and billed to the contractor.

D. Irrigation to be accomplished as follows:

Turf and Groundcover - Turf and groundcover areas to be watered, as required, to maintain horticulturally acceptable growth and color, as well as promote deep root growth. Daily shallow water applications should be avoided where possible in favor of deeper water applications. Water to turf and groundcover areas to generally be applied between 3:00 a.m. and 7:00a.m. where possible to lower the risk of fungus in cool season turf.

Banks and Slopes - Sloped landscape areas to be irrigated Monday through Friday as required to maintain horticulturally acceptable growth and color. Best irrigation practice is to promote deep root growth with a minimum of run-off.

Shrubs and Trees - Shrubs and trees to be irrigated as needed to maintain horticulturally acceptable growth and color.

Irrigation rates to be adjusted according to shrubs or tree types and seasonal weather conditions. Deep watering for root growth is encouraged, and surface run-off to be kept at a minimum.

Newly Planted Trees, Shrubs, Groundcover, and Turf - All newly planted areas to receive special attention until plants are established. Adequate water to be applied to promote normal, healthy growth. Watering basins around newly planted shrubs and trees to be used during establishment period.

II. WEED CONTROL - GENERAL

For the purposes of this specification, a weed shall be considered to be any undesirable plant or plant growing out of place.

All landscaping within the specified maintenance areas including lawns, shrubs, groundcover beds, planters, and tree wells shall be kept free of all weeds at all times. Complete removal of all weed growth is to be accomplished every thirty

(30) days on a continuing basis, not just once each thirty (30) days. Weeds may be controlled by mechanical methods, or chemical methods at the discretion of the contractor.

A. Use of Chemical Pesticides for Weed Control

The contractor shall abide by all rules and regulations of the California Department of Pesticide Regulation, Department of Health, Merced County Agricultural Commissioner, and Department of Industrial Relations regarding the safe application of herbicides under this contract. Care shall be taken to ensure the safety of the public and contractor's employees during chemical weed control operations. All posting regulations shall be followed in accordance with current D.P.R. regulations in regards to re-entry times.

Great care shall be taken by the contractor to avoid herbicide drift onto non-target plants.

III. DISEASE AND PEST CONTROL

The contractor shall regularly inspect all landscaped areas for the presence of disease, insect, or rodent infestation.

Upon approval of the Director of Public Works or his designee, the contractor shall implement the approved control measures utilizing all safeguards necessary to protect the public and contractor's employees.

A. Use of Chemical Pesticides

All rules of the California Department of Pesticide Regulation, Merced County Agricultural Commissioner, Department of Health, and Department of Industrial Relations regarding safe application of pesticides under this contract shall be observed.

Great care shall be taken to avoid pesticide drift onto non-target organisms.

IV. **PRUNING – GENERAL**

All shrubs, trees, groundcover, and other vegetation growing in the work areas shall be pruned as required to maintain plants in a healthy growing condition. Pruning is to be done in a manner which promotes the plant's natural growth characteristics. Hedging, shearing, or other sever pruning will not be allowed except with prior approval.

Plant growth is to be kept to prevent its encroachment into walks, passageways, curbs, and streets. Clear view of traffic signs and intersections is to be maintained at all times. Plant growth shall not exceed height of block walls.

All dead, dying, or damaged branches shall be removed immediately. All cuts shall be made cleanly with no stubs or projections remaining.

A. **Trees**

The contractor shall be responsible for all pruning that can be reached with a 12- foot pole-saw by a man standing on the ground. All trees are to be maintained in their natural shape.

Newly planted trees are to be staked, pruned and shaped to promote their eventual development into strong, healthy representatives of their species. Until young trees are strong enough to stand alone, they shall be flex-tied between two approved 2-inch by 2-inch by 8-foot treated tree stakes. Split plastic hose or black tire casing held in place by 12-gauge wire shall be used to secure the young trees. Tree ties to be inspected often for signs of girdling or abrasion.

The contractor shall bring to the Director of Public Works or his designee's attention within 24 hours of any tree which shows signs of root heaving, leaning, having hanger limbs, or in some manner constituting a safety hazard.

V. **LITTER REMOVAL**

During maintenance cycles all trash, debris, and dead limbs shall be removed from landscaped areas to include curb and gutter.

VI. **FERTILIZATION - GENERAL**

Contractor will use a complete fertilizer (nitrogen, phosphorus, and potassium) equal to or better than Turf Gold 22-5-5. The contractor will put

EXHIBIT A

on fertilizer at the following times and rates:

First application in early spring, second application in early fall. The rate will be one pound of nitrogen per thousand square feet, per application.

The contractor shall notify the Director of Public Works or his designee in advance of fertilization application.

VII. **REPLACEMENT OF PLANT MATERIAL**

- A. The contractor shall notify the Director of Public Works or his designee within four (4) days of the loss of plant material due to any cause.
- B. The contractor shall supply all labor and materials to replace any tree, shrub, turf, or groundcover damaged or lost through the contractor's faulty maintenance or negligence.
- C. The size and species of replacement plant material shall be determined by the Director of Public Works or his designee.
- D. Where there is a difference in value between the tree lost and the replacement tree, the difference will be deducted from the contract payment.

The value will be deducted from the contract payment. The value will be determined using the latest I.S.A. guidelines.

Any plant damaged or lost through theft, vehicular damage, act of God, or other mysterious sources not the responsibility of the contractor, shall be replaced by the City.

VIII. **TURF MAINTENANCE**

A. **Mowing**

All Lawn areas in this contract shall be mowed with power-propelled reel or rotary-type mowers. Mowers shall be maintained to provide a smooth, even cut without tearing. Blade adjustment to provide uniform cut with no ridges or depressions.

All mowers are to be cleaned prior to each mowing to avoid possible weed invasion. All litter shall be removed prior to mowing.

Mowing to be performed so that no more than one-third of the grass

EXHIBIT A

blade is removed in returning the grass to acceptable height for the species being mowed.

All turf areas are to be mowed once a week on a preset day. Any changes to this schedule are to be approved in advance by the Director of Public Works or his designee.

During periods of heavy growth, more than one mowing per week may be required in high maintenance areas.

- B. All turf to be edged adjacent to improved surfaces. If no improved surface exists, turf edges shall be maintained where the turf abuts a shrub bed or property line, or to maintain turf delineation.

Edging to be performed at every turf mowing.

Clippings shall not be left in roadways, gutters, or walkways.

IX. **GROUNDCOVER MAINTENANCE**

- A. All areas planted in groundcovers shall be adequately irrigated and fertilized to maintain vigorous growth.
- B. Groundcover beds shall be periodically edged to keep them in their intended space and off of street curb. Groundcover shall not be allowed to encroach into lawns, shrub beds, or other areas deemed as undesirable by the Director of Public Works Operations or his designee.
- C. Groundcover plantings shall be periodically thinned and pruned for vigorous growth and overall appearance of the site. The spaces between plants shall be regularly cultivated. Groundcover shall not be allowed to encroach into lawns, shrub beds, street curb, or other areas deemed as undesirable by the Director of Public Works or his designee.
- D. Groundcover plantings shall be thinned and pruned for vigorous growth and overall appearance of the site. The spaces between plants shall be regularly cultivated.
- E. Litter clean up shall be completed by contractor during maintenance intervals.

EXHIBIT A

X. **TRAFFIC CONTROL SETUP**

- A. The purpose of traffic control devices, as well as principles for their use, is to promote highway safety and efficiency by providing for the orderly movement of all road users on streets, highways, bikeways & sidewalks.
- B. Traffic control devices or their supports shall not bear any advertising message or any other message that is not related to traffic control.
- C. The contractor shall follow California Manual on Uniform Traffic Control Devices (CA-MUTCD) 2014 or latest Edition in order to perform required maintenance. Contractor shall ensure all Temporary Traffic Control (TTC) devices follow CA-MUTCD 2014 or latest edition.
- D. The contractor shall follow all City of Merced Municipal Code ordinances, Public Works Engineering Division rules and regulations regarding traffic control measures, such as: proper use of traffic cones, lane closures, modified lane closures, directional signage, directional signals, and speed control limits.

LANDSCAPE MAINTENANCE LOCATIONS

Street Center Medians and Streetscapes

- 30016015 SE corner of W. Yosemite Avenue and M Street, south to end of Spalding Court, and east on W. Yosemite Avenue to end of block wall
- 30016015 W. Olive Avenue center median, from N. Highway 59 to G Street
- 30016015 G Street center median, from W. North Bear Creek Drive to El Portal Drive
- 30016015 R Street center median, from W. Olive Avenue to Lehigh Drive
- 30016015 W. Yosemite Avenue center median, (N. Highway 59 to San Jose Ave) & northside park strip from R St. to El Redondo
- 30016015 W. Olive Avenue Northside park strip, between Meadows Avenue and Austin Avenue
- 30016015 Park Place center median, from Park Avenue to W. North Bear Creek Drive
- 30016015 W. Highway 140 street center medians, between W Street and Virginia Street
- 30016015 G Street Undercrossing, between 23rd Street and 26th Street to include street center-median and E. Santa Fe Avenue
- 30016015 E. Campus Parkway, between S. Coffee Road and E. Gerard Avenue, park strip and approximately 5-feet behind sidewalks
- 30016015 E. Campus Parkway, between E. Gerard and E. Childs Avenue, park strip, approximately 5-feet on both sides of sidewalks, and grove of trees North of basin
- 30016015 E. Campus Parkway, between E. Childs Avenue and Northerly Access Road, park strip, and landscaped area West to fence
- 30016015 McKee Road between E. 27th Street and Gettysburg Avenue
- 30016015 Martin Luther King Jr. Way street median, between W. 14th Street and W 15th Street
- 30016015 N. Highway 59, between street light pole #C8736 and C8741, cross street is Willowbrook Drive, tree pruning and tree well landscape maintenance between curb and back of sidewalk
- 30016015 2800 block of Parsons Avenue, south of Monte Grosso Drive, trees and bushes
- 30016015 South of Buena Vista through Ironstone (M Street Center Median)
2 Annual One-Time Clean-ups

EXHIBIT A

Water Well Sites

60016060 Station #1 - 477 St. Lawrence Drive

60016060 Station #3 - 511 W. 12th Street

60016060 Station #5 - 1632 R Street

60016060 Station #7 - 3362 McKee Road

60016060 Station #13 - 2890 E. Gerard Avenue

60016060 Station #14 – 2110 Wardrobe Ave

60016060 Station #15 - 1855 Buena Vista Drive

60016060 Station #16 - 125 Cardella Road

Other City Owned Landscape Maintenance Facilities

70076005 Merced Senior Community Center - 755 W.15th Street

70076005 Southern Pacific Lines Buildings – 700 W. 16th Street

60006070 Wastewater Treatment Facility - 10260 Gove Road

60036500 Merced Yosemite Regional Airport – 20 Macready Drive (front planter & blowing parking lot)

70076005 Merced Youth Center – 364 W. 27th Street (front yard on 27th, and on K St., and inside back gate)

EXHIBIT B

Landscape Maintenance Areas

<u>Account Line</u>	<u>Location</u>	<u>Frequency</u>	<u>Monthly Cost</u>	<u>Annual Cost</u>
30016015-511013	SEC Yosemite & M St.	Bi-Weekly	\$ 165.67	\$ 1,988.04
30016015-511013	West Olive Ave. Median	Bi-Weekly	\$ 1,900.56	\$ 22,806.72
30016015-511013	G Street Median	Weekly	\$ 776.90	\$ 9,322.80
30016015-511013	R Street Median	Weekly	\$ 1,600.10	\$ 19,201.20
30016015-511013	Yosemite Ave. Median	Weekly	\$ 2,145.47	\$ 25,745.64
30016015-511013	W. Olive Ave. Park Strip	Bi-Weekly	\$ 242.84	\$ 2,914.08
30016015-511013	Park Place Median	Monthly	\$ 118.34	\$ 1,420.08
30016015-511013	W. Highway 140 Median	Bi-Weekly	\$ 258.28	\$ 3,099.36
		Weekly plus		
30016015-511013	G Street Undercrossing	1 day/week additional trash pick-up	\$ 1,474.56	\$ 17,694.72
30016015-511013	East Campus Pkwy (Coffee to Gerard)	Bi-Weekly	\$ 680.17	\$ 8,162.04
30016015-511013	East Campus Pkwy (Gerard to Childs)	Bi-Weekly	\$ 534.05	\$ 6,408.60
30016015-511013	East Campus Pkwy (Childs to Access Road)	Bi-Weekly	\$ 893.17	\$ 10,718.04
30016015-511013	McKee Road	Monthly	\$ 211.97	\$ 2,543.64
30016015-511013	MLK Jr. Median	Bi-Weekly	\$ 156.41	\$ 1,876.92
30016015-511013	N. Highway 59	Monthly	\$ 164.64	\$ 1,975.68
30016015-511013	Parsons Ave.	Monthly	\$ 183.16	\$ 2,197.92
30016015-511013	M St. Median clean-ups	2x/year	\$ -	\$ 626.66
60016060-511013	Well Station #1	Weekly	\$ 124.51	\$ 1,494.12
60016060-511013	Well Station #3	Weekly	\$ 129.65	\$ 1,555.80
60016060-511013	Well Station #5	Weekly	\$ 85.41	\$ 1,024.92
60016060-511013	Well Station #7	Weekly	\$ 99.81	\$ 1,197.72
60016060-511013	Well Station #13	Weekly	\$ 90.55	\$ 1,086.60

EXHIBIT B

60016060-511013	Well Station #14	Weekly	\$ 114.22	\$ 1,370.64
60016060-511013	Well Station #15	Weekly	\$ 231.53	\$ 2,778.36
60016060-511013	Well Station #16	Weekly	\$ 258.28	\$ 3,099.36
70076005-511013	Senior Center	Weekly	\$ 591.68	\$ 7,100.16
70076005-511013	Southern Pacific Lines Buildings	Weekly	\$ 485.69	\$ 5,828.28
60006070-511013	Wastewater Treatment Facility	Weekly	\$ 1,744.16	\$ 20,929.92
60036500-511013	Airport	Monthly	\$ 154.35	\$ 1,852.20
70076005-511013	Youth Center	Weekly	\$ 287.09	\$ 3,445.08
70076005-511013	Amtrak	Weekly	\$ 329.28	\$ 3,951.36
Total Annual:				\$ 195,416.66

Certificate Of Completion

Envelope Id: 85108274-B733-8A25-80C1-95F3FE7F8F7F

Status: Completed

Subject: City of Merced Landscape Agreement

Tyler Contract Number:

Source Envelope:

Document Pages: 21

Signatures: 1

Envelope Originator:

Certificate Pages: 4

Initials: 0

Jamie Cruz

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678 W 18th Street

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Merced, CA 95340

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Holder: Jamie Cruz

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7/2/2026 3:53:12 PM

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Security Appliance Status: Connected

Pool: StateLocal

Signer Events

Fairlight Beard

fairlight.beard@brightview.com

RVP

BrightView Landscape Services, Inc

Security Level: Email, Account Authentication (Optional)

Signature

Signed by:

ACAA369AB639485

Signature Adoption: Pre-selected Style

Using IP Address: 52.52.35.68

Timestamp

Sent: 7/2/2026 3:57:27 PM

Viewed: 7/6/2026 9:49:01 AM

Signed: 7/6/2026 9:50:25 AM

Electronic Record and Signature Disclosure:

Accepted: 7/6/2026 9:49:01 AM

ID: 188ec797-b28c-4a01-8e14-5cd74cf1a4fe

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent

Hashed/Encrypted

7/2/2026 3:57:27 PM

Certified Delivered

Security Checked

7/6/2026 9:49:01 AM

Signing Complete

Security Checked

7/6/2026 9:50:25 AM

Completed

Security Checked

7/6/2026 9:50:25 AM

Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure

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