

## FIRST AMENDMENT TO SERVICES AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into this 1<sup>st</sup> day of July, 2025, by and between the City of Merced, a California Charter Municipal Corporation ("City"), and Green Horizon, Inc., a California Corporation, ("Contractor").

WHEREAS, City desires to engage Contractor to render landscape maintenance services; and,

WHEREAS, City and Contractor have previously entered into a Services Agreement ("Agreement") dated May 6, 2024; and,

WHEREAS, City and Contractor desire to amend said Agreement to add landscape maintenance services for Community Park 42 (CP-42).

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

1. All references to Exhibit A and Exhibit B shall be changed to the updated Exhibit A and Exhibit B, attached hereto.
2. Section 23, "ADDITIONAL COMPENSATION," is hereby added to the Agreement to read as follows:

City shall pay Contractor the not to exceed additional sum of total of Nineteen Thousand Six Hundred Eighty Dollars (\$19,680) annually in accordance with the service rates set forth in Exhibit B, for a total contract not to exceed amount of Three Hundred Thirty-Three Thousand Eight Hundred Forty Dollars (\$333,840) annually.

3. Except as herein amended, the Agreement dated May 6, 2024, shall remain in full force and effect.

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/ / /

IN WITNESS WHEREOF, the parties have caused this First Amendment to 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:  
CRAIG J. CORNWELL, CITY ATTORNEY

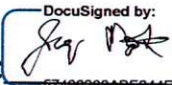
BY:  5-30-2025  
City Attorney Date

<sup>799</sup>  
ACCOUNT DATA:  
M. VENUS RODRIGUEZ, FINANCE OFFICER

BY:   
Verified by Finance Officer N-438

Funds available. AC 6/18/25  
10006010 - 511013 FL 6/23/25  
\$ 300,720.00  
45046010 - 511013  
\$ 33,120.00

CONSULTANT  
GREEN HORIZON, INC.,  
A California Corporation

DocuSigned by:  
BY:   
57400283ADE344F...  
(Signature)

Joseph Mattos  
(Typed Name)

Its: president / owner  
(Title)

BY: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed Name)

Its: \_\_\_\_\_  
(Title)

Taxpayer I.D. No. 20-4013433

ADDRESS: 2930 Geer Rd. Ste 206  
Turlock, CA 95382

TELEPHONE: 209 669-1734

FAX: \_\_\_\_\_

E-MAIL: greenhorizon@att.net

**Landscape Maintenance Services - Mowing and Edging**

**Scope of Service**

- The contractor shall provide Landscape Maintenance-Mowing and edging of approximately 191 acres of parks and street center-medians within the City of Merced (see attachment).
- The contractor shall be responsible for the satisfactory and complete execution of the work in accordance with the true intent of the specifications. The contractor shall provide, without extra charge, all incidental items required as part of the work even though not particularly specified or indicated.
- The Scope of Service is to be used as a general guide and is not intended to be a complete list of all services necessary to complete the project.
- The contractor shall be liable for all damages done as a result of mower/edger or related operations to fixed objects such as sprinklers, backflows, signs, posts and all vegetation, including turf, trees, shrubs, and desirable natural growth. Damages shall include among other things: skinning, scraping, or gouging of trees or shrubs, and rutting, scalping or tearing of turf.
- The contractor shall furnish all transportation, equipment and necessary supplies including but not restricted to: mowers, edgers, and blowers.
- The contractor shall furnish, operate, and maintain, suitable and adequate equipment necessary to perform all tasks described in scope of service.
- The equipment furnished by the contractor must be in good repair and shall be maintained so as to produce a clean, sharp cut to the grass at all times.
- Equipment which in any way pulls or rips grass or damages the turf shall not be allowed to operate under this contract. All equipment will be of such a type so that the height of cut can be adjusted to a minimum 2" and maximum of 4".
- The contractor shall have enough equipment and personnel to complete each mowing and edging cycle at each site contracted for.
- Mowing cycles shall be completed weekly through the months of March through October, and as necessary when conditions permit in November through February. Sports fields at McNamara Park, Nannini Sports Complex, Joe Herb Park, and CP-42 shall be mowed weekly during November through February as conditions permit.

## EXHIBIT A

- Grass shall not be allowed to reach a height of five (5) inches or more and shall be mowed to the minimum height of two (2) inches. All elements of the lawn maintenance cycle shall be completed the same day they are started.
- No partial mowing will be allowed unless the weather forces a delay. If rain or excessively wet turf conditions exist, contractor shall finish the cycle as soon as favorable conditions exist. Clippings shall be removed if visible after mowing and removed at the contractor's expense.
- No clippings shall be disposed of in or on City property unless a prior agreement has been made. Crews shall not blow debris into street/curb or storm drains. Contractor must follow all current Federal, State and Local Best Management Practices.
- Contractor shall edge along all walks and curb areas every mowing. Edging shall not be wider than ½ inch from edge of sidewalks to lawn surface. All edging debris shall be removed from walkways and curb areas and disposed of at contractor's expense.
- No mowing or edging shall be done on weekends, unless approval is obtained by Contract Administrator.
- The contractor shall perform no additional work/service, unless approved in advance by the Public Works Director or designee stating the dollar value of the services, method of payment, and any adjustment in contract time. Any work done without the permission of the City is a gift from the contractor.
- Contractor must notify City of all irrigation issues within 24 hours, i.e. broken sprinklers, overwatering/flooded areas hindering completion of the mow cycle.
- The completed work will be paid for as service rendered monthly. If service has not been performed in accordance with the agreement liquidated damage will be assessed.

## **Landscape Maintenance Services –Applegate Peg McDonald Rose Garden-**

### **Scope of Service**

The contractor shall provide weekly services to maintain the area referred to as the Applegate Peg McDonald Rose Garden, including:

- Shrub pruning, rose bush dead heading, rose bush trimming, small tree trimming, and low branch tree trimming;
- Blowing off concrete walk areas;
- Weed eating and spraying herbicide onto weeds in planter areas and concrete joints;
- Irrigation management, irrigation check-up, and minor drip repairs;
- Removal of small landscape related debris and trash debris off site, including disposal fees.

### **PRUNING-GENERAL**

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

Growth shall be kept within reasonable bounds to prevent its encroachment into walks, passageways, and streets.

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

### **Trees-General**

The contractor shall be responsible for all pruning that can be reached with a 12- foot pole-saw by a person 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 attention of the Director of Public Works or his designee within 24 hours of any tree which shows signs of root heaving, leaning, having hanger limbs, or in some manner constituting a safety hazard.

IRRIGATION-GENERAL

Irrigation shall be done with 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 whatever adjustments necessary to prevent excessive run-off time 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. Valve sleeves;
8. Quick coupler valves and caps;
9. Hose bibs.

## B. Inspection

The contractor shall, at least once a week, inspect all areas covered by an automatic irrigation system for any malfunction. 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's satisfaction, deductions shall be made in the final contract payment to cover the cost of eliminating the discrepancies determined by the Director of Public Works Operations or his designee.

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, the work will be done by others and billed to the contractor.

**LANDSCAPE MAINTENANCE LOCATIONS**

| <b>PARK NAME</b>                                    | <b>MOW<br/>ACREAGE</b> | <b>TOTAL<br/>ACREAGE</b> | <b>ADDRESS</b>                              |
|-----------------------------------------------------|------------------------|--------------------------|---------------------------------------------|
| Ada Givens Park                                     | 4.95                   | 4.99                     | 2904 Green Street                           |
| Albert Lawson Park                                  | 3.25                   | 3.25                     | 204 W. 28th Street                          |
| Applegate Park                                      | 20.67                  | 32.12                    | 1045 W. 25th Street                         |
| Benjamin Banneker Memorial Park                     | 0.96                   | 0.96                     | 1311 2nd Street                             |
| Black Rascal Creek Bikeway Park "R" to Hwy<br>59    | 2.89                   | 13.69                    | Black Rascal Creek                          |
| Black Rascal Creek Bikeway Park G to<br>Cherokee    | 3.99                   | 7.10                     | Black Rascal Creek                          |
| Black Rascal Creek Bikeway Park M to R              | 4.62                   | 7.10                     | Black Rascal Creek                          |
| Black Rascal Creek Bikeway Park Parsons to<br>McKee | 1.28                   | 7.34                     | Black Rascal Creek                          |
| Bob Carpenter Park                                  | 5.53                   | 5.98                     | 1801 Silverado Avenue                       |
| Bob Hart Square                                     | 0.18                   | 0.41                     | 500 Block of Main Street                    |
| Bruce Gabriault (Hansen) Park                       | 0.19                   | 0.21                     | 1352 Hansen Ave                             |
| Burbank Park                                        | 2.99                   | 3.79                     | 450 E. Olive Avenue                         |
| Carol Gabriault Park                                | 5.00                   | 5.75                     | 1601 Willowbrook Drive                      |
| Charles Richard Drew Park                           | 0.38                   | 0.51                     | 820 "N" Street                              |
| Staff Sergeant Frank Joseph Gasper Park             | 0.23                   | 0.25                     | 499 E. 23rd Street                          |
| Davenport Park                                      | 7.06                   | 8.84                     | 1311 Cormorant Drive                        |
| Dennis Chavez Memorial Park                         | 0.39                   | 0.54                     | 1120 "W" Street                             |
| Diego Rivera Park                                   | 0.23                   | 0.25                     | 940 "P" Street                              |
| Dwight Amey Park                                    | 6.84                   | 8.17                     | 3389 Blix Avenue                            |
| Elmer Murchie Park                                  | 3.55                   | 3.55                     | 4495 Bancroft Drive                         |
| Fahren's Park                                       | 15.75                  | 47.62                    | "R" & Buena Vista to end<br>of Frisbee Park |
| Frederick Douglas Park                              | 0.87                   | 0.89                     | 1528 W. 8th Street                          |
| Gilbert Macias Park                                 | 4.91                   | 4.91                     | 229 E. Childs Avenue                        |
| Harriet Tubman Park                                 | 0.33                   | 0.44                     | 706 W. 4th Street                           |
| Joe Herb Park                                       | 14.59                  | 26.60                    | 2200 Yosemite Parkway                       |
| Lincoln Ave Park Strip                              | 0.70                   | 0.70                     | 3101 Lincoln Avenue                         |
| Love Veasley Family Park                            | 0.15                   | 0.17                     | 452 W. 6th Street                           |
| Macready Park                                       | 3.10                   | 3.10                     | 3 Macready Drive                            |
| McNamara Park                                       | 5.31                   | 8.70                     | 1040 Canal Street                           |
| Merced Dog Park                                     | 2.88                   | 9.41                     | 1125 W. Yosemite<br>Avenue                  |
| Neighborhood Park E. 12th                           | 0.34                   | 0.39                     | 67 E. 12th Street                           |
| Neighborhood Park West & U                          | 0.15                   | 0.15                     | 305 "U" Street                              |
| Little Angels Park                                  | 0.14                   | 0.17                     | 121 W. 11th Street                          |

## EXHIBIT A

|                                           |       |       |                                            |
|-------------------------------------------|-------|-------|--------------------------------------------|
| Public Works Corporation Yard             | 0.77  | 0.77  | 1776 Grogan Avenue                         |
| Rahilly Park                              | 13.75 | 28.02 | 3400 Parsons Avenue                        |
| Ray Flanagan Park                         | 3.00  | 3.95  | 440 Cone Avenue                            |
| Richard Bernasconi Park                   | 2.56  | 11.15 | 3791 Jardin Way                            |
| Roland Brooks Park                        | 3.58  | 4.21  | 495 S. "G" Street                          |
| Rudolph Joseph Merino Park                | 7.49  | 8.69  | 1275 Pacific Drive                         |
| Santa Fe Strip Park                       | 9.08  | 9.08  | Between "R" & "M"<br>Donna to Yosemite     |
| Stephen Gray Park                         | 0.70  | 1.01  | 1755 W.N. Bear Creek<br>Ave                |
| Stephen Leonard Park                      | 2.12  | 2.70  | 650 "T" Street                             |
| Street Median Park Strip "N" Street       | 0.50  | 0.50  | "N" Street between 16th<br>and 23rd Street |
| Street Park Rambler/Pat Nolet Park Island | 0.12  | 0.12  | 1013 Rambler Road                          |
| Stuart Park/Industrial sign               | 0.17  | 0.17  | Wardrobe & West<br>Avenue                  |
| William Lloyd Garrison Park               | 0.86  | 1.02  | 76 South "S" Street                        |
| Nannini Youth Sports Complex              | 9.72  | 12.34 | 1803 Wardrobe Avenue                       |
| Applegate Rose Garden                     | N/A   | N/A   | 1045 W. 25th Street                        |
| Childs & B Street Mini Park               | .04   | .19   | 597 E. Childs Avenue                       |
| CP-42                                     | 12.01 | 39.29 | Tyler & Mission                            |

| <b>PARK NAME:</b>                                | <b>ANNUAL<br/>AMOUNT</b> | <b>ACCOUNT NUMBER</b> |
|--------------------------------------------------|--------------------------|-----------------------|
| Ada Givens Park                                  | \$6,120.00               | 10006010-511013       |
| Albert Lawson Park                               | \$3,960.00               | 10006010-511013       |
| Applegate Park                                   | \$30,240.00              | 10006010-511013       |
| Benjamin Banneker Memorial Park                  | \$3,000.00               | 10006010-511013       |
| Black Rascal Creek Bikeway park "R" to Hwy 59    | \$5,160.00               | 10006010-511013       |
| Black Rascal Creek Bikeway Park G to Cherokee    | \$7,080.00               | 10006010-511013       |
| Black Rascal Creek Bikeway Park M to R           | \$8,160.00               | 10006010-511013       |
| Black Rascal Creek Bikeway Park Parsons to McKee | \$2,280.00               | 10006010-511013       |
| Bob Carpenter Park                               | \$8,880.00               | 10006010-511013       |
| Bob Hart Square                                  | \$1,800.00               | 10006010-511013       |
| Hansen Park                                      | \$2,040.00               | 10006010-511013       |
| Burbank Park                                     | \$3,840.00               | 10006010-511013       |
| Carol Gabriault Park                             | \$6,120.00               | 10006010-511013       |
| Charles Richard Drew Park                        | \$2,040.00               | 10006010-511013       |
| Staff Sergeant Frank Joseph Gasper Park          | \$2,280.00               | 10006010-511013       |
| Davenport Park                                   | \$11,520.00              | 10006010-511013       |
| Dennis Chavez Memorial Park                      | \$1,320.00               | 10006010-511013       |
| Diego Rivera Park                                | \$1,560.00               | 10006010-511013       |
| Dwight Amey Park                                 | \$11,280.00              | 45046010-511013       |
| Elmer Murchie Park                               | \$4,560.00               | 45046010-511013       |
| Fahrens Park                                     | \$22,800.00              | 10006010-511013       |
| Frederick Douglas Park                           | \$2,880.00               | 10006010-511013       |
| Gilbert Macias Park                              | \$5,760.00               | 10006010-511013       |
| Harriet Tubman Park                              | \$1,800.00               | 10006010-511013       |
| Joe Herb Park                                    | \$23,760.00              | 10006010-511013       |
| Lincoln Ave Park Strip                           | \$2,040.00               | 10006010-511013       |
| Love Veasley Family Park                         | \$1,560.00               | 10006010-511013       |
| Macready Park                                    | \$3,840.00               | 10006010-511013       |
| McNamara Park                                    | \$9,720.00               | 10006010-511013       |
| Merced Dog Park                                  | \$4,560.00               | 10006010-511013       |
| Neighborhood Park E. 12th                        | \$1,800.00               | 10006010-511013       |
| Neighborhood Park West & U                       | \$1,560.00               | 10006010-511013       |
| Little Angels Park                               | \$1,320.00               | 10006010-511013       |
| Public Works Corporation Yard                    | \$3,120.00               | 10006010-511013       |
| Rahilly Park                                     | \$20,880.00              | 10006010-511013       |
| Ray Flanagan Park                                | \$4,080.00               | 10006010-511013       |
| Richard Bernasconi Park                          | \$3,840.00               | 45046010-511013       |
| Roland Brooks Park                               | \$4,320.00               | 10006010-511013       |
| Rudolph Joseph Merino Park                       | \$13,440.00              | 45046010-511013       |
| Sante Fe Strip Park                              | \$18,360.00              | 10006010-511013       |
| Stephen Gray Park                                | \$3,120.00               | 10006010-511013       |
| Stephen Leonard Park                             | \$3,600.00               | 10006010-511013       |
| Street Median Park Strip "N" Street              | \$2,640.00               | 10006010-511013       |
| Street Park Rambler/Pat Nolet Park Island        | \$1,320.00               | 10006010-511013       |
| Stuart Park/Industrial sign                      | \$1,800.00               | 10006010-511013       |
| William Lloyd Garrison Park                      | \$2,400.00               | 10006010-511013       |
| Youth Sports Complex                             | \$16,560.00              | 10006010-511013       |
| Applegate Rose Garden                            | \$5,760.00               | 10006010-511013       |
| Childs & B Street Mini Park                      | \$2,280.00               | 10006010-511013       |
| CP-42                                            | \$19,680.00              | 10006010-511013       |
| <b>GRAND TOTAL:</b>                              | <b>\$333,840.00</b>      |                       |

## Certificate Of Completion

Envelope Id: 85488C6A-1EF8-420A-8B56-FC940FE14EE7

Status: Completed

Subject: Complete with Docusign: City of Merced - Green Horizon Contract 1st Amendment

Tyler Contract Number:

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Document Pages: 11

Signatures: 1

Envelope Originator:

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Initials: 0

Jasmine Ooka

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678 W 18th Street

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Merced, CA 95340

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Pool: City of Merced

Location: Docusign

## Signer Events

Joseph Mattos

greenhorizon@att.net

president / owner

Security Level: Email, Account Authentication (Optional)

## Signature

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57466283ABE344F...

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Viewed: 6/15/2025 8:15:18 AM

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## In Person Signer Events

## Signature

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## Timestamp

## Agent Delivery Events

## Status

## Timestamp

## Intermediary Delivery Events

## Status

## Timestamp

## Certified Delivery Events

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## Timestamp

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## Timestamp

## Witness Events

## Signature

## Timestamp

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## Timestamp

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## Status

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Completed

Security Checked

6/16/2025 3:55:54 PM

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## Status

## Timestamps

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## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, City of Merced (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact City of Merced:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [cityclerk@cityofmerced.org](mailto:cityclerk@cityofmerced.org)

**To advise City of Merced of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [cityclerk@cityofmerced.org](mailto:cityclerk@cityofmerced.org) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

**To request paper copies from City of Merced**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [cityclerk@cityofmerced.org](mailto:cityclerk@cityofmerced.org) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with City of Merced**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [cityclerk@cityofmerced.org](mailto:cityclerk@cityofmerced.org) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Merced as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Merced during the course of your relationship with City of Merced.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/28/2025

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

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

|                                                                                                          |  |                                                                                                                                                                                              |  |               |
|----------------------------------------------------------------------------------------------------------|--|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|---------------|
| <b>PRODUCER</b><br>Winton Ireland Strom & Green<br>License# 0596517<br>P.O. Box 3277<br>Turlock CA 95381 |  | <b>CONTACT NAME:</b> Sara Neville, CLCS, CISR, CRIS, CCIP<br><b>PHONE (A/C, No, Ext):</b> (209) 667-0995<br><b>FAX (A/C, No):</b> (209) 667-7142<br><b>E-MAIL ADDRESS:</b> sneville@wisg.com |  |               |
| <b>INSURED</b><br><br>Green Horizon, Inc.<br>2930 Geer Road, Ste 206<br><br>Turlock CA 95382             |  | <b>INSURER(S) AFFORDING COVERAGE</b>                                                                                                                                                         |  | <b>NAIC #</b> |
|                                                                                                          |  | <b>INSURER A:</b> GuideOne Insurance Company                                                                                                                                                 |  | 15032         |
|                                                                                                          |  | <b>INSURER B:</b> Employers Compensation Insurance Company                                                                                                                                   |  | 11512         |
|                                                                                                          |  | <b>INSURER C:</b>                                                                                                                                                                            |  |               |
|                                                                                                          |  | <b>INSURER D:</b>                                                                                                                                                                            |  |               |
|                                                                                                          |  | <b>INSURER E:</b>                                                                                                                                                                            |  |               |
|                                                                                                          |  | <b>INSURER F:</b>                                                                                                                                                                            |  |               |

**COVERAGES**      **CERTIFICATE NUMBER:** 25/26 GL/Auto/WC      **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><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: | Y         |          | 70K10104103   | 04/01/2025              | 04/01/2026              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>OTHER: \$ |
|          | <input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY                                      | Y         |          | 70K10104103   | 04/01/2025              | 04/01/2026              | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>OTHER: \$                                                                        |
|          | <input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br>DED: RETENTION \$                                                                                                                                      |           |          |               |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$<br>OTHER: \$                                                                                                                                                                                               |
|          | <input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                          | Y/N<br>Y  | N/A      | Y             | EIG547175401            | 04/01/2025              | 04/01/2026                                                                                                                                                                                                                                    |

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

The City, its officers, employees, volunteers and agents are included as additional insured as respects general liability and auto liability per attached endorsements. Waiver of subrogation included with regards to Workers Compensation per attached form.

## CERTIFICATE HOLDER

## CANCELLATION

|                                                          |                                                                                                                                                                                                                                   |
|----------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| City of Merced<br>1776 Grogan Ave<br><br>Merced CA 95341 | <b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b><br><br><b>AUTHORIZED REPRESENTATIVE</b><br><br>Sara Neville |
|----------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

| Name Of Additional Insured Person(s)<br>Or Organization(s)                                                           | Location(s) Of Covered Operations                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|----------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Blanket as required by written contract and effective during the policy period as stated on the policy declarations. | Primary Insurance applies: It is agreed that such insurance as is afforded by this policy for the benefit of the additional insured shown shall be primary insurance, and any other insurance maintained by the additional insured(s) shall be excess and noncontributory as respects any claim, loss or liability allegedly arising out of the operations of the named insured or its subcontractors, provided however that this insurance will not apply to any claim loss or liability which is determined to be solely the result of the additional insured's negligence or solely the additional insured's responsibility. |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations.               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |

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

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

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

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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

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

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;  
whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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

## **ADDITIONAL INSURED**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

|                                             |                                   |
|---------------------------------------------|-----------------------------------|
| Endorsement effective                       | <b>GuideOne Insurance Company</b> |
| Named Insured<br><b>Green Horizon, Inc.</b> | Countersigned by                  |

(Authorized Representative)

WHO IS AN INSURED (under **Section II – Liability Coverage, A.1**) is amended to include as an “insured” the person or organization shown in the Schedule with respect to the operation, maintenance, or use of a covered “auto” you own if:

- 1) You are obligated to add that person or organization, as an additional insured to this policy by:
  - a. an expressed provision of an “insured contract”, or written agreement; or
  - b. an expressed condition of a written permit issued to you by a governmental or public authority; and
- 2) The “bodily injury” or “property damage” is caused by an “accident” which takes place after:
  - a. You executed the “insured contract” or written agreement; or
  - b. The permit has been issued to you.

### **SCHEDULE**

| Name                                                                                                                                                                                                                                                                                | Address |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|
| <b>Blanket as required by an expressed provision of an “insured contract”, or written agreement; or an expressed condition of a written permit issued to you by a governmental or public authority and effective during the policy period as stated on the policy declarations.</b> |         |