

FIRST AMENDMENT TO SERVICES AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into this ____ day of _____, 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: Craig Cornwell 5-30-2025
City Attorney Date

ACCOUNT DATA:
M. VENUS RODRIGUEZ, FINANCE OFFICER

BY: _____
Verified by Finance Officer

CONSULTANT
GREEN HORIZON, INC.,
A California Corporation

DocuSigned by:
BY: 
57460285ABE344F...
(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

PARK NAME	MOW ACREAGE	TOTAL ACREAGE	ADDRESS
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 59	2.89	13.69	Black Rascal Creek
Black Rascal Creek Bikeway Park G to 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 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 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 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" Donna to Yosemite
Stephen Gray Park	0.70	1.01	1755 W.N. Bear Creek 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 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 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

PARK NAME:	ANNUAL AMOUNT	ACCOUNT NUMBER
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
GRAND TOTAL:	\$333,840.00	

Certificate Of Completion

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 OokaJ@cityofmerced.org
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Joseph Mattos
 greenhorizon@att.net
 president / owner
 Security Level: Email, Account Authentication (Optional)

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Completed	Security Checked	6/16/2025 3:55:54 PM
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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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

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 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 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 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..

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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.