

**SERVICES AGREEMENT
LANDSCAPE MAINTENANCE**

THIS AGREEMENT is made and entered into this 3rd day of October, 2023, 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 Central Valley Lawnsapes, a California Corporation, whose address of record is P.O. Box 17105, Fresno, CA 93744, (hereinafter referred to as "Contractor").

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

WHEREAS, Contractor represents that it possesses the professional skills and any necessary licenses to provide landscape maintenance services required by the City pursuant to the terms and conditions set forth in this Agreement.

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

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

No additional services shall be performed by Contractor 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 Contractor.

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 Contractor may change the requirements in said Schedule.

3. **TERM OF AGREEMENT.** The term of this Agreement shall commence upon October 3, 2023, and end on June 30, 2026. Upon expiration of

this Agreement, and upon approval by the City, Contractor shall have the option to renew this Agreement for an additional maximum period of three (3) years ending on June 30, 2029.

4. **COMPENSATION.** Payment by the City to the Contractor 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 Contractor agrees to provide all services required under the Scope of Services in Exhibit "A" within the compensation amount set forth in Exhibit "B". For Contractor's services rendered under this Agreement, City shall pay Contractor the not to exceed sum of Three Hundred Sixty-One Thousand Five Hundred Sixty Dollars and Zero Cents (\$361,560.00) annually.

5. **METHOD OF PAYMENT.** Compensation to Contractor shall be paid by the City after submission by Contractor 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 Contractor relating to the matters covered by this Agreement shall be the property of the City, and Contractor 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. **CONTRACTOR'S BOOKS AND RECORDS.** Contractor 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 Contractor 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 Contractor is an independent contractor and that its employees shall not be employees of or have any contractual relationship with the City. Contractor shall

be responsible for the payment of all taxes, workers' compensation insurance and unemployment insurance. Should Contractor desire any insurance protection, the Contractor is to acquire same at its expense.

In the event Contractor or any employee, agent, or subcontractor of Contractor 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, Contractor 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 Contractor 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. Contractor 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 Contractor or Contractor's officers, employees, volunteers, and agents during performance of this Agreement; Contractor 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 Contractor or its employees, subcontractors, or agents, or by the quality or character of Contractor'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 Contractor 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 Contractor 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, Contractor 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, Contractor 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) Contractor 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) Contractor 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 Contractor.
- (iv) The policy shall stipulate that this insurance will operate as primary insurance for work performed by Contractor 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) Contractor 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) Contractor 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 Contractor.
- (iii) The policy shall stipulate that this insurance will operate as primary insurance for work performed by Contractor 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. Contractor 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 Contractor'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 Contractor 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 Contractor 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 Contractor from the Department of Industrial Relations. These wage rate determinations are to be posted by the Contractor at the job site in accordance with Section 1773.2 of the California Labor Code.

D. Contractor 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 Contractor 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 Contractor 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 Contractor that the Agreement is terminated. Said Agreement shall then be deemed terminated, and no further work shall be performed by Contractor. If the Agreement is so terminated, the Contractor 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.

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

Contractor 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 Contractor 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, Contractor 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 Contractor 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: 
Acting City Manager

ATTEST:
STEPHANIE R. DIETZ, CITY CLERK

BY: *Dejandra Medina* 10/3/23
Assistant/Deputy City Clerk



APPROVED AS TO FORM:

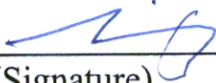
BY: *Mr. Dyle* 9/13/23
City Attorney Date

⁴⁹¹
ACCOUNT DATA:

BY: *V. V. V.*
Verified by Finance Officer V-1575
Funds available *9/10/23* *9/25/23*
Multiple account lines
FY 23/24 \$ 271,170.00
FY 24/25 \$ 361,560.00
FY 25/26 \$ 361,560.00

Total \$ 994,290.00

CONTRACTOR

BY: 
(Signature)

Michael Patton
(Typed Name)

Its: President
(Title)

Taxpayer I.D. No. _____

ADDRESS: P.O. Box 17105
Fresno CA 93737

TELEPHONE: (559) 824-2414

FAX: _____

E-MAIL: CVLawnscares@gmail.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.

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

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

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.

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

Maintenance Districts

40006100 - Quail Creek

- A. Landscape area on north side of Yosemite Avenue, from Quail Avenue to Paulson Road.
- B. Park strip across from 3735 White Dove Avenue, on the east side of road - area planted with asian jasmine
- C. Landscape area on Cormorant Drive from Tanager Court to under crossing - starting on the bike path at the end of Tanager Court from curb line to Cottonwood Creek banks, includes undercrossing landscape.
- D. Landscape area on west side of Paulson Road, between Cormorant Drive and Robin Court
- E. Landscape area on the west side Gardner Avenue, from Yosemite Avenue to Cottonwood Creek
- F. North side of Yosemite Avenue, between Gardener Ave and Pointer Court
- G. Bike path north and south sides of Cormorant Drive, east of Paulson Road and south side of Cottonwood Creek to Mallard Drive and Avocet Drive
- H. Landscape area on east side of Paulson Road, from Kinglet Court to Cormorant Drive
- I. South side of Cormorant Drive, landscaped area from behind 1111 Sprig Court, east to bike path

40016100 - West Creek Homes

- A. Landscape area on the north side of W. Hwy 140, west of Sydney Lane to the end of block wall
- B. Landscape area on north side of W. Hwy 140, east of Sydney Lane to end of block wall

40026100 - Silverado

- A. Landscape area on the west side of McKee Road, from Yosemite Avenue to Black Rascal Creek
- B. Bike path landscape along Black Rascal Creek, behind Camelot Subdivision, between McKee Road & Parsons Avenue
- C. Center median on Silverado Avenue at McKee Road
- D. Landscape area on south side of E. Yosemite Avenue, from McKee Road to Parsons Avenue
- E. Center median on Chaparral Drive, between E. Yosemite Avenue and Pebble Beach Drive
- F. Landscape area along east side of Parsons Avenue, between E. Yosemite Avenue and Black Rascal Creek
- G. Landscape area inside of fence at the west end of Pebble Beach Drive

40036100 - Oakmont #3

- A. Landscape area on south side of E. Yosemite Avenue, from Quail Avenue to 1302 E. Yosemite Avenue
- B. Bike path starting at Joerg Avenue and El Portal Drive, east to Parsons Avenue undercrossing
- C. Landscape area on the west side of Parsons Avenue, starting approximately 580 feet south of Yosemite Ave to Black Rascal Bike Path

40046100 - Northwood Village (Monthly Service)

- A. Landscape area on the west side of G Street, from Yosemite Avenue to end of block wall at El Portal Plaza

40056100 - Village Landing

- A. Landscape area along east side of San Jose Avenue, between W. Yosemite Avenue and Rensselaer Drive and extending approximately 20-feet east on Rensselaer Drive

40086100 - Sunset West

- A. La Mirada Drive block wall. The complete length of block wall.
- B. Carol Gabriault Park landscape area along perimeter fence and wall

40166100 - Merced Auto Center (Monthly Service)

- A. Center median on Auto Center Drive, from V Street to the end of Auto Center Drive

40196100 - Downtown Maintenance

- A. W. 16th Street center median planters and curbside planting areas (2-feet park strip). From the Bear Creek Bridge east to G Street, excluding the north side of W. 16th Street on the 400, 500, and 600 blocks

40206100 - Ridgeview Meadows (Bi-Weekly Service)

- A. Park strip along south side of E. Childs Avenue, between Parsons Avenue east to street light pole # C1930
- B. The north side of Gerard Avenue at the entrance to Starlight Avenue, along block wall on the east and west sides of Gerard Avenue
- C. Landscape area surrounding Storm Pump Station 11 on SE corner of E. Childs Avenue and Parsons Avenue

4216100 - Fahrens Park

- A. Landscape area along the west side of R Street, from Buena Vista Drive north to south property line of storage complex including breezeway at W Donna Dr.
- B. Landscape area on north side of Buena Vista Drive, from R Street west to the end of block wall adjacent to street light pole# C4144
- C. Landscape areas at the end of Estrella Court, La Playa Court, Logo Court, and Sueno Court

- D. Landscape area North of 3487 Tres Logos Drive (westside of street) to West Donna Drive
- E. Bike path between La Playa Ct and Estrella Ct.
- F. Bike path between Lago Ct and Sueno Ct.

40256100 - Mansionette

- A. Landscape area on east and west side of Mansionette Drive, approximately 130-feet south of Redwing to approximately 120-feet north of Kingfisher Court

40286100 - Cypress Terrace

- A. Landscape area on east side of South N Street, from approximately 110 feet south of Cartmell Drive south along fencing to John Street
- B. Landscape area on east and west side of M Street, from Gerard Avenue north to end of block wall south of Cartmell Drive
- C. Landscape area on north side of Gerard Avenue, from South N Street to east end of block wall

40296100 - Las Brisas

- A. Landscape area on the south side of Cone Avenue, from Rios Street to west property line of Ray Flanagan Park
- B. Landscape area on north side of Gerard Avenue, from G Street to Lucy Avenue
- C. Park strip along Brooks Park frontage on Gerard Avenue, from G Street to west property line of park
- D. Landscape areas on east and west side of G Street, between Cone Avenue and Gerard Avenue
- E. Landscape breezeway area adjacent to 360 Las Brisas Street, between Ray Flanagan Park and Las Brisas Street, south and north side of walkway

40306100 - Paulson Place

- A. Century Circle along block wall on east side of street

40326100 - Fahrens Park II

- A. Landscape area on the NE corner of intersection of San Francisco Street and Buena Vista Drive
- B. End of Los Altos Court
- C. End of Los Gatos Court
- D. End of San Lorenzo Way
- E. End of San Bruno Court
- F. End of San Anselmo Court
- G. End of San Martin Court
- H. End of San Carlos Court
- I. End of San Gregorio Court
- J. End of San Joaquin Court
- K. Landscape area on north side of Buena Vista Drive, starting at San Francisco Street and ending at the east property line of Water Well Site 15
- L. East side of N. Highway 59 from property line of Water Well Site 15 to W. Yosemite Avenue
- M. South side of Yosemite Avenue, from N. Highway 59 to Fahrens Creek Bridge
- N. Landscape area and bike path on west side of El Redondo Drive, from Yosemite Ave to Buena Vista Drive
- O. Fahrens Creek overflow basin, bike path, and service road
- P. Bike path from Buena Vista & San Francisco, traveling North to Yosemite Avenue (weed abatement only for five (5) feet on both sides of path)

40336100 - La Bella Vista

- A. Landscape area on south side of Gerard Avenue between Pump Station #26 and approximately 300-feet east of Amy Street
- B. North side of Winder Avenue, from G Street east to end of block wall
- C. North side of Winder Avenue, west of G Street to end of block wall

40346100 - Davenport Ranch

- A. Landscape area on north and south side of Dunn Road, from Gardner Avenue to Providence Avenue, excluding Davenport Park
- B. Roundabout at Pleasant Court and Crescendo Avenue
- C. Roundabout at Breezeway Court and Crescendo Avenue
- D. Landscape area on south side of Destiny Drive, from Gardner Avenue to dead-end on Destiny Drive
- E. Landscape area on west side of Gardner Avenue, between Destiny Drive and Cottonwood Creek
- F. Landscape area on east side White Dove Avenue, from Favier Drive to Cottonwood Creek
- G. North side of bike path along Cottonwood Creek, between Gardner Avenue and Cormorant Drive
- H. Landscape area on east side of Providence Avenue, between Dunn Road and Pleasant Lane

40356100 - Sequoia Hill

- A. Landscape area at Storm Pond Basin #11 on Dinky Creek Avenue
- B. Landscape area on E. Childs Avenue at Manzanita Avenue, west to street light pole # C1930 and east to pole # C5373

40366100 - Sky Moss

- A. Landscape area on north side of Lopes Avenue, between Alexis Drive and Marian Court

40376100 - Lowes

- A. Landscape area at northeast corner of Devonwood Drive and Austin Avenue
- B. South side of Devonwood Drive from Austin Avenue to Dogwood Court
- C. Storm Drain Pump Station #4 perimeter walls/fence
- D. Traffic calming landscape islands at 1374 Devonwood Drive, 1296 Devonwood Drive, and 2974 Meadows Avenue (3-sets total)

40386100 - Yosemite Gateway

- A. Landscape area on east side of San Augustine Avenue, between Huntington Drive and Pacific Drive
- B. Pacific Drive center-median under electrical power tower
- C. Landscape area on south side of Pacific Drive, between San Augustine Avenue and Compass Point Avenue
- D. Mini-Park at Morning Dove Avenue and Sunrise Drive
- E. Walk-through at Sunrise Drive to Pacific Drive and Brightday Drive to commercial area
- F. Landscape area on east side of El Redondo Drive, from Huntington Drive to Pacific Drive
- G. Landscape area on west side of El Redondo Drive, from Huntington Drive to Pacific Drive
- H. Center roundabout and four-landscape nose islands at intersection of Pacific Drive and El Redondo Drive

40396100 - Vista Del Sol

- A. Landscape area on west side of M Street, south of Gerard to bend of block wall
- B. South side of Gerard Ave, from Storm Pump Station #49, east to end of block wall

EXHIBIT B

<u>Maintenance District</u>	<u>Account Line</u>	<u>Frequency</u>	<u>Amount Per</u>		<u>Notes</u>
			<u>Month</u>	<u>Annual Amount</u>	
Quail Creek	40006100-511013	Bi-Weekly	\$ 3,000.00	\$ 36,000.00	
West Creek Homes	40016100-511013	Bi-Weekly	\$ 449.00	\$ 5,388.00	
Silverado	40026100-511013	Bi-Weekly	\$ 2,709.00	\$ 32,508.00	
Oakmont #3	40036100-511013	Monthly	\$ 1,800.00	\$ 21,600.00	April-Oct Bi-Weekly mow
Northwood Village	40046100-511013	Monthly	\$ 300.00	\$ 3,600.00	
Village Landing	40056100-511013	Monthly	\$ 342.00	\$ 4,104.00	
Sunset West	40086100-511013	Bi-Weekly	\$ 900.00	\$ 10,800.00	
Downtown	40196100-511013	Monthly	\$ 600.00	\$ 7,200.00	
Ridgeview Meadows	40206100-511013	Monthly	\$ 250.00	\$ 3,000.00	
Fahrens Park	40216100-511013	Bi-Weekly	\$ 2,000.00	\$ 24,000.00	April-Oct Bi-Weekly mow
Mansionette	40256100-511013	Monthly	\$ 600.00	\$ 7,200.00	
Cypress Terrace	40286100-511013	Weekly	\$ 2,249.00	\$ 26,988.00	April-Oct Bi-Weekly mow
Las Brisas	40296100-511013	Weekly	\$ 2,249.00	\$ 26,988.00	April-Oct Bi-Weekly mow
Paulson Place	40306100-511013	Monthly	\$ 342.00	\$ 4,104.00	
Fahrens Park II	40326100-511013	Weekly	\$ 5,000.00	\$ 60,000.00	
LaBella Vista	40336100-511013	Weekly	\$ 900.00	\$ 10,800.00	April-Oct Bi-Weekly mow
Davenport Ranch	40346100-511013	Weekly	\$ 2,900.00	\$ 34,800.00	April-Oct Bi-Weekly mow
Sequoia Hill	40356100-511013	Bi-Weekly	\$ 350.00	\$ 4,200.00	
Sky Moss	40366100-511013	Bi-Weekly	\$ 271.00	\$ 3,252.00	
Lowes	40376100-511013	Bi-Weekly	\$ 449.00	\$ 5,388.00	
Yosemite Gateway	40386100-511013	Bi-Weekly	\$ 1,800.00	\$ 21,600.00	
Vista Del Sol	40396100-511013	Bi-Weekly	\$ 670.00	\$ 8,040.00	
TOTAL			\$ 30,130.00	\$ 361,560.00	