

AGREEMENT FOR SERVICES

THIS AGREEMENT is made and entered into this 6 day of May, 2024, 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 Green Horizon, Inc., a California Corporation, whose address of record is 2930 Geer Road, Suite 206, Turlock, California 95382 (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 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 on July 1, 2024 and end on July 30, 2026. Starting one hundred fifty (150) days prior to the expiration of this Agreement and ending sixty (60) days prior to the expiration of this Agreement, and upon approval of 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 Fourteen Thousand One Hundred Sixty Dollars (\$314,160.00) 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. Professional Liability Insurance. Contractor shall carry professional liability insurance appropriate to Contractor's profession in the minimum amount of One Million Dollars (\$1,000,000). Architects and engineers' coverage is to be endorsed to include contractual liability.

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.

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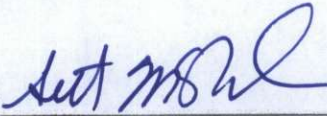
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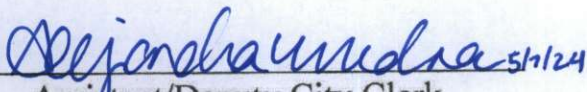
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first above written.

CITY OF MERCED
A California Charter Municipal
Corporation

BY: 

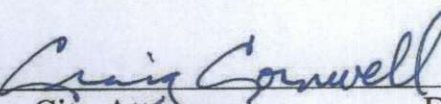
D. Scott McBride
City Manager

ATTEST:
D. SCOTT MCBRIDE, CITY CLERK

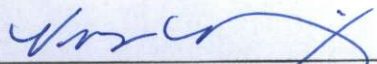
BY:  5/1/24
Assistant/Deputy City Clerk



APPROVED AS TO FORM:
CRAIG J. CORNWELL, CITY ATTORNEY

BY:  3/13/2024
City Attorney Date

⁷⁹⁹
ACCOUNT DATA:
M. VENUS RODRIGUEZ, FINANCE OFFICER

BY: 
Verified by Finance Officer v-458
Funds available contingent upon
cc approval of budget. cc 4/11/24 cc 4/11/24
10006010 - 511013 \$ 281,040.00
45046010 - 511013 \$ 33,120.00
Not to exceed \$ 314,160.00

CONTRACTOR
GREEN HORIZON, INC.,
A California Corporation

BY: DocuSigned by:
Joseph Mattos
57400283ABE344F...
(Signature)

Joseph Mattos
(Typed Name)

Its: president / owner
(Title)

BY: _____
(Signature)

(Typed Name)

Its: _____
(Title)

Taxpayer I.D. No. _____

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

TELEPHONE: _____

FAX: _____

E-MAIL: _____

EXHIBIT A

Landscape Maintenance Services - Mowing and Edging

Scope of Service

- The contractor shall provide Landscape Maintenance-Mowing and edging of approximately 179 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 and Joe Herb Park 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.

EXHIBIT A

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;
- Weedeating 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.

PRUNNING-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.

EXHIBIT A

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.

EXHIBIT A

C. Repairs

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

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

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

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

EXHIBIT A

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 Between "R" & "M"
Santa Fe Strip Park	9.08	9.08	Donna to Yosemite 1755 W.N. Bear Creek Ave
Stephen Gray Park	0.70	1.01	650 "T" Street
Stephen Leonard Park	2.12	2.70	"N" Street between 16th and 23rd Street
Street Median Park Strip "N" Street	0.50	0.50	1013 Rambler Road
Street Park Rambler/Pat Nolet Park Island	0.12	0.12	Wardrobe & West Avenue
Stuart Park/Industrial sign	0.17	0.17	76 South "S" Street
William Lloyd Garrison Park	0.86	1.02	1803 Wardrobe Avenue
Nannini Youth Sports Complex	9.72	12.34	1045 W. 25th Street
Applegate Rose Garden	N/A	N/A	597 E. Childs Avenue
Childs & B Street Mini Park	.04	.19	

EXHIBIT B

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

EXHIBIT B

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
GRAND TOTAL:	\$314,160.00	

Certificate Of Completion

Envelope Id: E76B01632380483D8B45BE91184E9129

Status: Completed

Subject: Complete with DocuSign: Scan.pdf

Tyler Contract Number:

Source Envelope:

Document Pages: 19

Signatures: 1

Envelope Originator:

Certificate Pages: 4

Initials: 0

Stacey Hicks

AutoNav: Enabled

678 W 18th Street

EnvelopeId Stamping: Enabled

Merced, CA 95340

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

hickss@cityofmerced.org

IP Address: 165.225.242.193

Record Tracking

Status: Original

Holder: Stacey Hicks

Location: DocuSign

3/26/2024 2:36:37 PM

hickss@cityofmerced.org

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: City of Merced

Location: DocuSign

Signer Events

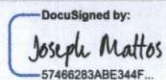
Joseph Mattos

greenhorizon@att.net

president / owner

Security Level: Email, Account Authentication
(Optional)**Signature**

DocuSigned by:



57466283ABE344F...

Timestamp

Sent: 3/26/2024 2:38:23 PM

Viewed: 3/26/2024 2:57:22 PM

Signed: 3/26/2024 3:02:25 PM

Signature Adoption: Pre-selected Style

Using IP Address: 174.246.197.29

Signed using mobile

Electronic Record and Signature Disclosure:

Accepted: 3/26/2024 2:57:22 PM

ID: c7c7dff8-df6f-4cea-8b1f-235cb8a0ea42

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp****Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

3/26/2024 2:38:23 PM

Certified Delivered

Security Checked

3/26/2024 2:57:22 PM

Signing Complete

Security Checked

3/26/2024 3:02:25 PM

Completed

Security Checked

3/26/2024 3:02:25 PM

Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

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.

Getting paper copies

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

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..

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)

03/27/2024

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).

PRODUCER Winton Ireland Strom & Green License# 0596517 P.O. Box 3277 Turlock CA 95381	CONTACT NAME: Sara Neville, CLCS, CRIS, CISR PHONE (A/C, No, Ext): (209) 667-0995 E-MAIL ADDRESS: sneville@wisg.com FAX (A/C, No): (209) 667-7142
INSURED Green Horizon, Inc 2930 Geer Road, Ste 206 Turlock CA 95382	INSURER(S) AFFORDING COVERAGE INSURER A: GuideOne Insurance Company INSURER B: Employers Preferred Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 15032" 10346.

COVERAGES

CERTIFICATE NUMBER: 24/25 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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y		70K10104102	04/01/2024	04/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y		70K10104102	04/01/2024	04/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	EIG547175400	04/01/2024	04/01/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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 1776 Grogan Ave Merced CA 95341	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Sara Neville</i>
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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) 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	GuideOne Insurance Company
Named Insured Green Horizon, Inc.	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
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.	

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2 % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization**Job Description**

With respect to all employees subject to the workers' compensation laws of the state of California, any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

This policy is subject to a minimum charge of \$250 for the issuance of waivers of subrogation

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective 04/01/2024 at 12:01 AM standard time, forms a part of

Policy No. EIG 5471754 00

Of the EMPLOYERS PREFERRED INS. CO.

Carrier Code 00920

Issued to GREEN HORIZON, INC.

Endorsement No.

Premium

Countersigned at _____ on _____

By:

Authorized Representative

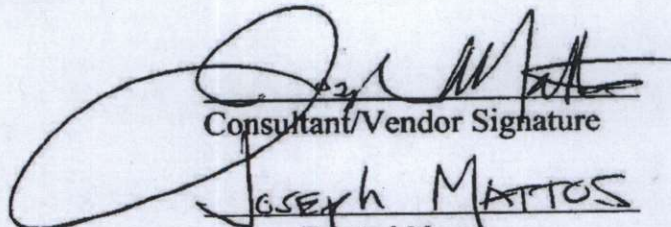
**CERTIFICATE OF EXEMPTION
FROM PROFESSIONAL LIABILITY INSURANCE**

I hereby certify that in the performance of the work for which this Agreement is entered into, neither I nor my company will be subject to the provisions of the professional liability insurance requirements of the State of California. I further represent and warrant that, at all times during the performance under this Agreement, my company and I shall not employ any person in any manner so as to become subject to the professional liability insurance requirements of the State of California.

In the event I am, or my company is, determined to be subject to the professional liability insurance requirements of the State of California, I shall indemnify, protect, defend, and hold harmless the City of Merced for the payment of any professional liability insurance premiums, claims, penalties, interests, or payments.

I declare the above is true and correct and declare the same under penalty of perjury in accordance with the laws of the State of California.

Executed on this 8th day of April, 2024, at
Turlock, California.


Consultant/Vendor Signature
JOSEPH MATTOS
Printed Name

PRESIDENT / OWNER
Title
GREEN HORIZON, INC
Company