

## LICENSE AGREEMENT

Quail Run Owner, LLC.

599 Central Avenue, Riverside, CA

**THIS LICENSE AGREEMENT** (“License”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2020 (“Effective Date”), by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation (“City”), and QUAIL RUN OWNER, LLC, a Delaware limited liability company (“Licensee”).

### RECITALS

A. City owns that certain property located at 599 Central Avenue, Riverside, California, as Assessor’s Parcel Number 253-240-009 and 253-240-029 (“Property”). The City utilizes this property for a substation facility where voltage transformation takes place, and commonly known as the La Colina Substation.

B. Licensee desires to use a portion of the Property consisting of approximately seventeen thousand, six hundred sixty-five (17,665) square feet in conjunction with its apartment project located adjacent to the Property.

C. City is agreeable to said use subject to the terms and conditions set forth below.

**NOW, THEREFORE**, the parties hereto mutually agree as follows:

1. **GRANT OF LICENSE.** City hereby grants to Licensee use of a portion of the Property described in the legal description marked Exhibit “A” and generally depicted on the plat map marked Exhibit “B,” all as attached hereto and made a part hereof by this reference (“Premises”).

2. **TERM.** The term of this License shall be for a period of ten (10) years, and shall become effective upon execution of this License by both parties (“Effective Date”), and shall

terminate ten (10) years from the Effective Date unless this License is earlier terminated pursuant to the provisions contained herein. This License may be extended in five-year increments by Licensee giving written notice at least six (6) months prior to expiration of the then-current term.

3. **USE OF PREMISES.** The Premises shall be used solely for the purpose of ingress/egress, the construction, reconstruction, repair, replacement, removal, and maintenance of landscaping, sidewalks, irrigation and their appurtenances and connections, and for no other purpose. Such use shall not interfere with the primary function of the City's use of the Property. Licensee shall be subject to the following terms and conditions:

(a) Licensee shall be responsible for all costs associated with the irrigation of the Premises as well as maintaining the landscaping on the Premises.

(b) Any construction or reconstruction within the Premises shall be in accordance with plans approved by the City, however, notwithstanding any such approval, the Licensee assumes full responsibility for the design, construction or reconstruction, including complete liability for defects in such design and construction or reconstruction, all at Licensee's sole cost.

(c) No construction or reconstruction shall be commenced until plans have been prepared by Licensee and approved by the City. The City is to be notified prior to the start of any construction activities on the Premises, including any grading work.

(d) The property shall be kept in a safe operating condition at all times, and the Licensee hereby assumes all liability arising from any injury or damage to any person or entity caused by the exercise of the rights herein granted.

(e) Licensee shall keep the Premises clear and free of structures, invasive landscaping, and surface obstructions inconsistent with Licensee's intended use, unless otherwise approved by the City.

(f) Licensee shall maintain the Premises and shall promptly remove all rubbish, waste, debris, lawn clippings, trimmings and equipment from the Premises. Under no circumstances is Licensee allowed to blow clippings into the gutter or into any part of an existing street. Any soil or stains caused by the work shall be removed.

(g) Licensee shall provide all signs, barricades and warning device reasonably necessary to provide for the safety of the public and workers.

(h) Licensee agrees that the City has the right to partially or totally remove all or a portion of the surface improvements installed by Licensee, including any concrete paving covering the Premises, as deemed necessary by the City. Costs related to the removal of the surface improvements for such use and costs related to the replacement of the subject surface improvements shall be borne by and are the responsibility of the Licensee.

(i) Access to and use of the Premises shall be limited to Licensee, its employees, agents, contractors, tenants and guests. Licensee is strictly prohibited from allowing any access to or use of the Premises by the general public.

(j) City makes no representation, covenant, warranty or promise that the Premises is fit for any particular use, including the use for which this License is granted, and Licensee is not relying on any such representation, covenant, warranty or promise and accepts the Premises in its "as is" condition.

4. **CONSIDERATION.**

(a) As consideration for use and maintenance of the Premises, including paying for all water and other services to maintain the landscaping on the Premises, City waives the license fee.

(b) If Licensee fails to maintain the Premises or fails to pay for the water services, this License shall terminate as provided for in Section 22 below.

5. **NON-DISCRIMINATION.** Except as provided in Section 12940 of the California Government Code, during Licensee's performance of this License, Licensee shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical handicap, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex or sexual orientation, gender, gender identity or gender expression, or military or veteran's status in use of the Premises during the term of this License. Further, Licensee agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this License.

6. **SUPERVISION.** Licensee shall be responsible for supervision and monitoring of all activities on the Premises, including control of access to the Premises at all times, and monitoring and abatement of any nuisance that is caused, or may be caused, by Licensee or Licensee's use.

7. **MAINTENANCE.** As stated above in Section 3, Licensee shall maintain the Premises in a clean and orderly condition, all in compliance with all applicable provisions of the governing Municipal Code and pursuant to the Land Maintenance Program set forth in Exhibit "C" attached hereto and incorporated herein by reference. Licensee is to furnish all labor, equipment, materials and supervision to perform the landscaping and maintenance listed in the Land Maintenance Program. A neat and clean appearance, and safe and sanitary conditions are required and are considered of utmost importance by City.

8. **STANDARD OF PERFORMANCE.** Licensee is to provide a level of maintenance that will present a pleasing and desirable appearance at all times. Licensee is to

maintain the Premises at such a level. Licensee will be responsible to remedy any deficiencies that are brought to its attention within **two weeks** after notification time. Licensee needs to provide the City a single point of contact to address any issue(s) and to request access when needed. The Maintenance Contract Administrator, or his designee, shall be the sole judge as to the adequacy of the Licensee's maintenance or the appearance at the site.

9. **FLAMMABLES, WASTE AND NUISANCES.** Licensee agrees that it will not place or store, or allow any placement or storage of any hazardous waste, hazardous material, or flammable materials within the boundaries of the Premises, and that it will not commit any waste upon or damage to the Premises, nor suffer any to be done. Licensee also specifically agrees that it will not allow others to take such actions within the boundaries of the Premises. Licensee further agrees that it will keep the Premises clean, free from rubbish and debris, and in a condition satisfactory to City in accordance with Section 7.

10. **HAZARDOUS SUBSTANCES INDEMNITY.** Licensee expressly agrees to and shall indemnify, defend, release and hold the City, their officers, officials, directors, agents, servants, and employees harmless from and against any liability, loss, fine, penalty, fee, charge, lien, judgment, damage, entry, claim, cause of action, suit, proceeding (whether legal or administrative), remediation, response, removal, or clean-up, and all costs and expenses associated therewith, and all other costs and expenses (including, but not limited to, attorney's fees, expert fees, and court costs) in any way related to the disposal, treatment, transportation, manufacture, or use of any Hazardous Substances on, in, under, or about the Premises by Licensee, its officers, directors, agents, servants, or employees. This indemnity, defense and hold harmless obligation shall survive the expiration or termination of this License.

11. **HAZARDOUS SUBSTANCES DEFINED.** Hazardous Substances shall mean any (a) substance, product, waste or other material of any nature whatsoever which is or becomes listed, regulated, or addressed pursuant to CERCLA, 42 U.S.C. § 9601, *et seq.*; The Hazardous Materials Transportation Act, 49 U.S.C. § 1801, *et seq.*; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, *et seq.* (“RCRA”); The Toxic Substances Control Act, 15 U.S.C. § 2601 *et seq.*; The Clean Water Act, 33 U.S.C. § 1251, *et seq.*; The Hazardous Waste Control Act, California Health and Safety Code (“H. & S.C.”) § 25100, *et seq.*; the Hazardous Substance Account Act, H. & S.C. § 25330, *et seq.*; the California Safe Drinking Water and Toxic Enforcement Act, H. & S.C. § 25249.5, *et seq.*; Underground Storage of Hazardous Substances H. & S.C. § 25280, *et seq.*; the Carpenter-Presley-Tanner Hazardous Substance Account Act (H & S.C. § 25300 *et seq.*); The Hazardous Waste Management Act, H. & S.C. § 25170.1, *et seq.*; Hazardous Materials Response Plans and Inventory H. & S.C. § 25001 *et seq.*; or the Porter-Cologne Water Quality Control Act, Water Code § 13000, *et seq.*, all as amended, or any other federal, state or local statute, law, ordinance, resolution, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect, (b) substance, product, waste or other material of any nature whatsoever which may give rise to liability under any of the above statutes, (c) petroleum, crude oil or any substance which contains gasoline, diesel fuel or other petroleum hydrocarbons other than petroleum and petroleum products contained within regularly operated motor vehicles, and (d) polychlorinated biphenyls (PCB), radon gas, urea-formaldehyde, asbestos and lead.

12. **UTILITIES.** Licensee will supply and pay for all water used in watering and maintenance and all electricity used to power sprinkler controllers and valves and landscape

lighting on the Premises. The City shall be under no obligation to provide any utility service of any kind to the Premises during the term of this License. If Licensee determines new utilities are required for Licensee's use of the Premises, Licensee shall arrange and pay directly for all new utilities and services supplied to the Premises, including but not limited to water and electricity.

13. **TAXES.** Without admitting any such liability, Licensee recognizes and understands that this License may create a possessory interest subject to property taxation pursuant to California Revenue and Taxation Code Section 107 and that Licensee may be subject to the payment of property taxes levied on such interest if such a determination is made Riverside County Tax Assessor or other government entity with the authority to make such determinations. All taxes and assessments which become due and payable with respect to the Premises, and any improvements thereon, shall be the sole responsibility of Licensee, and any such payments shall not reduce any payment due City hereunder.

If Licensee shall, in good faith, desire to contest the validity, the imposition, or the amount of any tax or assessment or any other governmental charge herein agreed to be paid by Licensee, Licensee shall be permitted to do so; provided, however, the Licensee shall not permit or allow any lien to be placed or assessed upon the Premises or any improvements thereon.

14. **CITY'S RIGHT TO INSPECT.** City shall have the right to inspect the Premises and any improvements made thereto at any time to ensure compliance with the terms of this License. Any repairs found necessary as a result of inspections and which are the responsibility of Licensee shall be made promptly by Licensee, but in no event shall such repairs be initiated by Licensee later than ten (10) calendar days after receipt of written notification of the need for such repairs, and such repairs shall be completed within a reasonable time after receipt of such notification.

15. **FREE FROM LIENS OR CLAIMS.** Licensee shall keep the Premises free from any mechanics' or materialmen's liens or other liens of any kind or nature for any work done, labor performed, or material furnished thereon at the insistence of or on account of Licensee, and Licensee further agrees to indemnify and save harmless City from and against any and all claims, liens, demands, costs and expenses of whatsoever nature for any such work done, labor performed, or materials furnished. The City at any time may post and keep posted on the Premises appropriate notices to protect the City against the claims of any such persons, firms or corporations.

16. **INSURANCE.** Prior to City's execution of this License, Licensee shall obtain, and shall thereafter maintain during the term of this License at Licensee's sole expense, such commercial general and automobile liability insurance as required to insure Licensee against damages for personal injury, including accidental death, as well as from claims for property damage which may arise from or which may concern operations by anyone directly or indirectly employed by, connected with, or acting for, with permission of, or on behalf of Licensee.

(a) All liability insurance shall be issued by insurance companies authorized to transact liability insurance business in the State of California, with a liability rating of A or higher, and a financial rating of at least VII.

(b) Licensee's commercial general liability policy shall cover both bodily injury (including death) and property damage (including but not limited to premises-operations liability, products-completed operations liability, independent contractors liability, personal injury liability, and contractual liability), in an amount not less than \$1,000,000 per occurrence, \$2,000,000 aggregate.

(c) Licensee's automobile liability policy shall cover both bodily injury and property damage in an amount not less than \$1,000,000 per occurrence, unless otherwise approved



by the City's Risk Manager or his/her designee.

(d) These minimum amounts of coverage shall not constitute any limitation or cap on Licensee's indemnification obligations under Section 18 hereof.

(e) Insurance policies or original certificates and additional insured endorsements evidencing the coverage required by this License, for both commercial general and auto liability, shall be filed with City and shall include City, their officers, agents and employees as additional insureds. Said policies shall be in the usual form of commercial general liability insurance, but shall include the following:

"It is agreed that the City of Riverside, and its officers, employees and agents, are added as additional insureds under this policy, solely for work done by and on behalf of the named insured for the City of Riverside."

(f) The policies shall not be canceled unless thirty (30) days' prior written notification of intended cancellation has been given to City by certified or registered mail.

(g) City, its agents and employees make no representation that the limits of the insurance specified to be carried by Licensee pursuant to this License are adequate to protect Licensee. If Licensee believes that any required insurance coverage is inadequate, Licensee will obtain such additional insurance coverage as Licensee deems adequate, at Licensee's sole expense.

17. **NONINTERFERENCE WITH USE.** Licensee's use of the Premises and the exercise of the rights herein granted shall not in any manner whatsoever interfere with the City's operations. City shall at all times have access to the Premises. Licensee has to provide information on how City's staff will have access to the premises under this Agreement. The rights herein granted are not exclusive rights and in no way limit the City's use of the Premises for purposes not inconsistent with the uses granted herein.

18. **INDEMNIFICATION.** Except as to the sole negligence or willful misconduct of City, Licensee shall protect, defend, indemnify, and hold City and its officers, agents, employees and volunteers completely harmless from and against any and all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury to or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorneys' fees, court costs, and expert fees), of any nature whatsoever arising out of or incident to this License and/or the use or occupancy of the Premises or the acts or omissions of Licensee's officers, agents, employees, contractors, subcontractors, licensees, invitees or guests, regardless of where the injury, death, or damage may occur, unless such injury, death or damage is caused by the negligence or willful misconduct of City and/or its officers, employees or agents. This indemnification provision shall apply to any acts or omissions, willful misconduct or negligent conduct, whether active or passive, on the part of Licensee or any of Licensee's officers, agents, employees, contractors, subcontractors, licensees, invitees or guests. City shall give Licensee reasonable notice of any such claims or actions. Licensee shall use counsel reasonably acceptable to City in carrying out its obligations hereunder.

The parties expressly agree that any payment, attorney fee, cost or expense City may incur or makes to or on behalf of an injured employee under City's self-administered workers' compensation program is included as a loss, expense or cost for the purpose of this section, and that this section shall survive termination of this License.

19. **ASSIGNMENTS.** This License is personal to Licensee, and Licensee shall not assign or transfer this License or any privilege thereunder, in whole or in part, without prior City approval. City warrants, it will not unreasonably withhold prompt reissuance of said License Agreement to another party as long as the new Licensee agrees to all the terms and conditions of

this Agreement. Any attempt to transfer this license to another without City approval will void this Agreement and shall confer no rights.

20. **NON-POSSESSORY INTEREST.** No permanent or possessory interest shall accrue to Licensee in the licensed Premises by reason of this License or by exercise of the permission given and Licensee agrees to claim no such interest.

21. **GOVERNING LAW AND JURISDICTION.** Licensee agrees that in the exercise of its rights under this License, Licensee shall comply with all applicable federal, state, county and local laws, and regulations in connection with its use of the licensed Premises. The existence, validity, construction, operation and effect of this License and all of its terms and provisions shall be determined in accordance with the laws of the State of California. Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this License shall be tried in the superior court of Riverside County, California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

22. **TERMINATION.** In addition to the other methods of terminating this License, as provided herein, this License may be terminated at any time by the City upon ninety (90) days' notice in writing to Licensee. City will give Licensee thirty (30) days' written notice to terminate in the event Licensee has failed to perform or has breached any of the terms, covenants or conditions of this License. Licensee shall have ten (10) days in which to cure the default. Should Licensee fail to cure within that ten (10) day period, this License shall automatically be terminated.

Upon termination of this License in any manner provided in this License, the Premises shall remain in its improved condition, including but not limited to all improvements, landscaping (personal property not applicable) existing on the Premises at the time of termination,

unless the City submits a written request to Licensee that some or all of the improvements be removed, in which case Licensee is given thirty (30) days to complete said removal of the improvements as identified by City. Should the City accept the Premises with all improvements thereon, and then such improvements shall become the property of the City.

If the Premises are abandoned by the Licensee for a period of two (2) months, all rights of the Licensee shall automatically terminate hereunder. Further, if the Licensee fails to conform to the terms and conditions of this License, all of the Licensee's rights hereunder shall terminate.

No termination hereunder shall release the Licensee from any liability or obligation, which may have attached or accrued prior to or which may accrue as of the time of termination of this License.

23. **DEFAULT.** Upon the failure of Licensee to perform any condition or term required herein, the City shall give written notice of such failure to perform as constituting a default of this License. If within ten (10) calendar days Licensee does not correct the failure to the satisfaction of the City, or does not provide a written explanation of Licensee's failure to perform, which explanation must be acceptable to City, this License shall then terminate immediately without further notice. Also, the City shall have the right to require that all operations immediately cease if City determines that the activities are being conducted in an unsafe or illegal manner. Upon termination of this License and if City requests, the Licensee shall immediately remove all personal property, facilities and improvements from the Premises.

24. **HOLDING OVER.** If Licensee fails to vacate the Premises upon termination of this License, Licensee agrees to pay City a fee of One Hundred Dollars (\$100.00) per day for each day that Licensee occupies the Premises beyond termination of this License.

25. **ENTIRE AGREEMENT.** This License embodies the entire agreement between the parties hereto in relation to the subject matter hereof, and no other agreement or understanding, verbal or otherwise, relative to this subject matter exists between the parties at the time of execution of this License. This License may only be modified or amended by the mutual consent of the parties in writing.

26. **NOTICES.** Service of any notices, bills, invoices or other documents required or permitted under this License shall be sufficient if sent by one party to the other by United States mail, postage prepaid and addressed as follows:

<u>City</u>	<u>Licensee</u>
City of Riverside Community & Economic Development Department Attn: Real Property Services Manager 3900 Main Street, 3 <sup>rd</sup> Floor Riverside, California 92522 Phone: (951) 826-5649 Fax: (951) 826-5744	Quail Run Owner, LLC 2000 Avenue of the Stars 12 <sup>th</sup> Floor Los Angeles, California 90067 Phone: <u>310-921-7388</u> Fax:

27. **SEVERABILITY.** Each provision, term, condition, covenant, and/or restriction, in whole and in part, in this License shall be considered severable. In the event any provision, term, condition, covenant, and/or restriction, in whole and/or in part, in this License is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this License and shall not affect any other provision, term, condition, covenant, and/or restriction, of this License and the remainder of the License shall continue in full force and effect.

28. **PARAGRAPH TITLES.** The paragraph titles of this License are (i) inserted only for the convenience of the parties, (ii) are not intended to describe, define, limit, or otherwise affect the provisions in the portions of the License to which they pertain, and (iii) in no way

describe, define, limit, or otherwise affect the scope or intent of this License or in any way affect the agreement of the parties set out in this License.

29. **RESERVATIONS.** This License is subject to all reservations, restrictions, rights and rights-of-way of record.

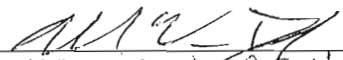
30. **AUTHORITY.** The individuals executing this License and the instruments referenced herein each represent and warrant that they have the legal power, right and actual authority to bind their respective parties to the terms and conditions hereof and thereof.

**IN WITNESS WHEREOF,** the parties hereto have caused this License to be duly executed on the date and year first written above.

**CITY OF RIVERSIDE**

**QUAIL RUN OWNER, LLC**

By: \_\_\_\_\_  
City Manager

By:   
Printed Name: Michael C. VanDaele  
Its: COO

**ATTEST:**

By: \_\_\_\_\_  
Colleen Nicol  
City Clerk

By: \_\_\_\_\_  
Printed Name:  
Its:

Approved as to Form:

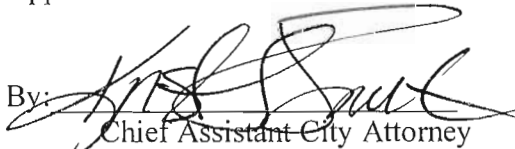
By:   
Chief Assistant City Attorney

EXHIBIT "A"  
LEGAL DESCRIPTION

EXHIBIT "A"

SHEET 1 OF 2

Project: The Trails at Canyon Crest  
Address: 5345 Quail Run Road  
APN: 253-240-009, 029

LEGAL DESCRIPTION

In the City of Riverside, County of Riverside, State of California

BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 2 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, ALSO SHOWN ON PARCEL MAP 22871, FILED IN PARCEL MAP BOOK 156, PAGES 50 THROUGH 54, INCLUSIVE, RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL A:

COMMENCING AT THE SOUTHWESTERLY CORNER OF PARCEL 4 OF SAID PARCEL MAP 22871 AND OF CERTIFICATE OF COMPLIANCE FOR LOT MERGER AS INSTRUMENT NO. 2018-0212409, RECORDED 05/25/2020 OF OFFICIAL RECORDS, COUNTY OF RIVERSIDE, SAID POINT BEING THE SOUTHWESTERLY TERMINUS OF THAT CERTAIN COURSE IN THE WESTERLY LINE OF SAID PARCEL 4, SHOWN AS "NORTH 0°04'08" EAST 245.25 FEET"; THENCE NORTH ALONG THE WESTERLY LINE OF SAID PARCEL 4, NORTH 0°04'08" EAST 21.03 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE ALONG SAID WESTERLY LINE OF SAID PARCEL 4, NORTH 0°04'08" EAST 224.22 FEET TO A POINT ALONG THE NORTH BOUNDARY OF INSTRUMENT NO. 62850, RECORDED 05/22/1964 OF OFFICIAL RECORDS, COUNTY OF RIVERSIDE; THENCE ALONG SAID NORTH BOUNDARY, NORTH 77°57'34" WEST 222.90 FEET; THENCE SOUTH 49°38'05" WEST 175.03 FEET; THENCE LEAVING THE BOUNDARY OF SAID INSTRUMENT NO. 62850, SOUTH 40°21'55" EAST 2.26 FEET; THENCE NORTH 64°22'55" EAST 118.79 FEET; THENCE NORTH 79°20'23" EAST 22.37 FEET; THENCE SOUTH 78°10'02" EAST 219.46 FEET; THENCE SOUTH 0°18'17" EAST 118.52 FEET; THENCE SOUTH 3°26'00" WEST 28.83 FEET; THENCE SOUTH 6°34'55" EAST 18.32 FEET; THENCE SOUTH 82°22'13" EAST 4.77 FEET TO THE **TRUE POINT OF BEGINNING**.

SAID EASEMENT AREA CONTAINS 17,665 SQ. FT. MORE OR LESS.

SUBJECT TO COVENANTS, RESTRICTIONS, EASEMENTS AND RIGHTS OF WAY OF RECORD, IF ANY.



*Gerald R. Anderson* 04/27/2020

GERALD R. ANDERSON, L.S. 4400 DATE:

LICENSE EXPIRES: SEPTEMBER 30, 2021

DESCRIPTION APPROVAL:

BY: *DBW* 4/30/2020 [MALD- 431]

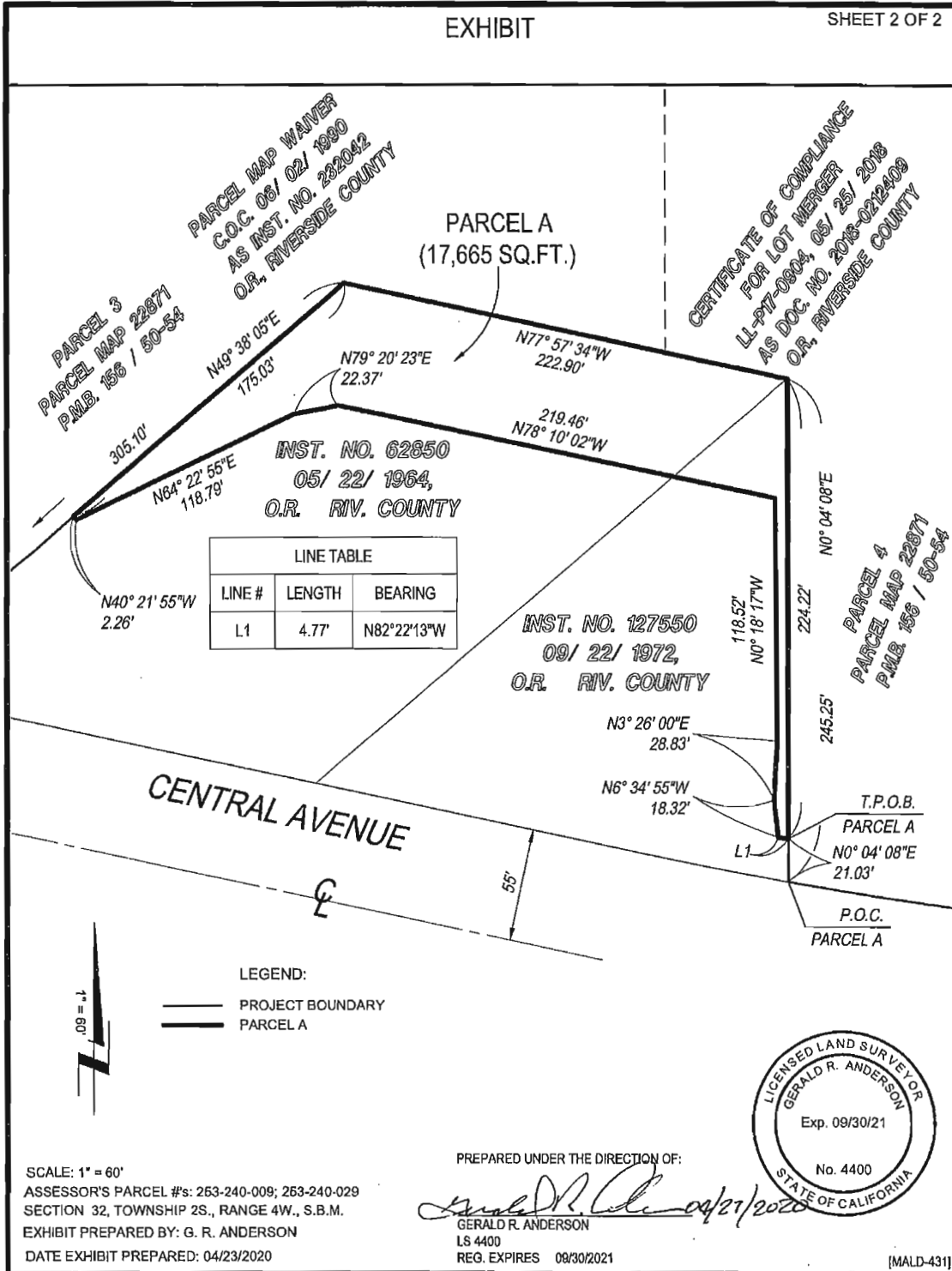
DATE

FOR: CURTIS C. STEPHENS, L.S. 7519  
CITY SURVEYOR

**EXHIBIT "B"**  
**PLAT MAP**

EXHIBIT

SHEET 2 OF 2



[MALD-431]



## **EXHIBIT "C"**

### **Land Maintenance Program (Required Maintenance of Area)**

#### **1. COMMUNICATIONS REGARDING THE MAINTENANCE**

All communications regarding the maintenance shall be addressed via phone call, and/or mailed, or hand delivered to:

City of Riverside  
Public Utilities  
Water Department, Maintenance Contract Administrator  
3750 University Ave, 3rd Floor  
Riverside, CA 92501  
951-351-6370

#### **2. CLEANING AND ENVIRONMENTAL CONTROLS**

- a) Maintain areas free of waste materials, debris, and rubbish. Maintain sites in a clean and orderly condition. Remove waste materials, debris and rubbish from site and dispose of all trash.
- b) No debris, soil, silt, sand, bark, slash, sawdust, rubbish, cement or concrete or washings thereof, oil or petroleum products or other organic or earthen material from any construction, or associated activity or whatever nature shall be allowed to enter into or placed where it may be washed by rainfall or runoff into waters of the State. When operations are completed, any excess materials or debris shall be removed from the work area.
- a) The Grantee shall comply with all litter and pollution laws. All Contractors, subcontractors and employees shall also obey these laws and it shall be the responsibility of the Grantee to ensure compliance.

#### **3. MAINTENANCE INSPECTION**

Grantee shall perform a yearly or as needed maintenance inspections of all the Maintenance Areas. A written report shall be submitted to the City following the Grantee's inspection. The written report shall include all items needing improvement and dates for corrective action.

#### **4. MAINTENANCE DEFICIENCIES – CORRECTION TIME FRAMES**

Reasonable time frames for correcting deficiencies are as follows:

- A. Emergency service notification or attempted notification must be responded to within one (1) day. No further notification will be given.
- B. Litter Removal: work is to be completed within one (1) day of notification.

- C. Irrigation Main Line Repairs: work is to be completed within twenty-four (24) hours of notification.
- D. Irrigation Lateral Lines and Heads: work is to be completed within two (2) working day of notification.
- E. Shrub Plantings: work is to be completed within fourteen (14) working days of notification.
- F. Chemical Applications: work is to be completed within three (3) working days weather permitting.
- G. Areas impacted and affected by health and safety issues shall immediately be barricaded to inform the public and City personnel of potential dangers in that area. Repairs must be completed within one (1) working day. No further notification will be given.
- H. All areas missed and not maintained shall be required to be addressed within two (2) working days of notification. If the Grantee is not able to respond within the specified time frame, the City may hire a contractor or accomplish the work using City forces. All costs incurred by the City shall be charged to the Grantee

## 5. QUALITY AND WORKMANSHIP

- A. All materials must be of the same quality or better.
- B. All maintenance work shall be done and completed in a thorough, workmanlike manner, notwithstanding any omission from this Program, and it shall be the duty of the Grantee to call attention to apparent errors or omissions and request instructions before proceeding with the work.
- C. All work performed within the rights of way of the City shall meet the requirements of the agency having jurisdiction.
- D. All materials furnished and all work done must be satisfactory to the Maintenance Contact Administrator. Work, material, or equipment not in accordance with this Program, in the opinion of the Maintenance Contract Administrator, shall be made to conform thereto. Unsatisfactory materials will be rejected, and if so ordered by the Maintenance Contact Administrator, shall, at the Grantee's expense, be immediately removed from the vicinity of the maintenance area.

## SECTION 2 -SAFETY

### 1. GENERAL

- A. Grantee agrees to perform all work outlined in this Land Maintenance Program in such a manner as to meet all accepted standards for safe practices during maintenance operations and to safely maintain and operate all equipment, machines, and materials consequential or related to the work; and is solely responsible for complying at all times with all local, County, State, Federal, or other legal requirements including, but not limited to California Department of Food and Agriculture, O.S.H.A. Orders, Department of Transportation Drug and Alcohol testing provisions, Caltrans Traffic Control Manuals, and APWA Traffic Control Handbook, so as to protect all persons, including Grantee's employees, agents of the City, vendors, members of the public and others from foreseeable injury to themselves or damage to their property. Grantee shall inspect all hazards

and potential hazards in Maintained Areas and is required to keep a log indicating the date inspected and action taken.

- B. It shall be the Grantee's responsibility to inspect and identify any practices and conditions that render any portion of the Maintained Areas unsafe. The City shall be notified immediately of any unsafe condition that requires major correction. Grantee shall be responsible for making all corrections so as to protect members of the public or others from injury. Grantee shall cooperate fully with City in the investigation of any accidental injury or death occurring in any of the Maintained Areas, including a complete written report thereof to the City within five (5) calendar days of the injury or death.

Prior to the start of any work under the Land Maintenance Program, Grantee shall submit two (2) copies of their Injury Illness Prevention Plan as required by Cal OSHA.

## 2. PROTECTION OF PERSONS AND PROPERTY

Grantee's Responsibility: Notwithstanding any other provision of this Land Maintenance Program, the Grantee shall be solely and completely responsible for conditions of the Maintained Areas, including safety of all persons and property, during performance of the maintenance work. This requirement will apply continuously and will not be limited to normal working hours. Safety and sanitary provisions shall conform to all applicable Federal, State, County, and local laws, regulations, ordinances, standards, and codes. Where any of these are in conflict, the more stringent requirement shall be followed.

## 3. PROTECTION FROM HAZARDS

Grantee shall comply with all of the provisions of General Industry Safety Orders of the California Administrative Code. The Grantee shall submit to the Administrator a Material Safety Data Sheet (MSDS) for each hazardous substance proposed to be used, ten (10) calendar days prior to the use of such materials at the Maintenance area... Hazardous substance is defined as any substance included in the list (Director's List) of hazardous substances prepared by the Director, California Department of Industrial Relations, pursuant to Labor Code Section 6382. Failure to submit an MSDS for any hazardous substance may result in actions as provided in Article 5, "SUSPENSION OR TERMINATION OF AGREEMENT", of this Land Maintenance Program.

## 4. DIFFERING SITE CONDITIONS

Before such conditions are disturbed, the Grantee shall promptly notify the Maintenance Contract Administrator in writing of:

A. Material that the Grantee believes may be hazardous waste that is required by law to be removed to a Class I, Class II, or Class III disposal site.

B. Unknown physical conditions at their site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Land Maintenance Program

## SECTION 3 TECHNICAL SPECIFICATIONS

### 1. SCOPE

This specification is for a complete Landscape Maintenance Program, as described herein, for the annual maintenance of La Colina Substation, north slope area located in Riverside California. The Grantee is to furnish all labor, equipment, materials and supervision, except as otherwise provided herein, to perform landscape maintenance including, but not limited to, the following:

- a. Mowing, trimming, edging, dethatching and aeration
- b. Weeding and cultivating
- c. Fertilizing
- d. Watering
- e. Insect, pest and vermin control
- f. Irrigation and sprinkler system maintenance
- g. Maintaining irrigation system and landscape drawings
- h. Trimming, pruning and training
- i. Treatment and control of plant diseases
- j. Staking and guying
- k. Litter removal
- l. Clean-up
- m. Applying herbicides

In addition to the above maintenance items, the Contractor is to repair sprinkler systems and vandalized landscape.

### 2. SPECIAL INSTRUCTIONS

- a) Grantee must maintain a 5-foot clearance on exterior of fence and remove any overhanging branches
- b) Keep vines or climbing vegetation off fence.
- c) Grantee not allowed to use power equipment near location of substation equipment that can cause damaged inside the substation.
- d) No rotor sprinklers can be used within 15-feet of substation fence
- e) Grantee should provide RPU access to controller to shut down system when needed

### 3. MAINTENANCE LEVELS

The location have been separated into three separate maintenance level groups. **Some maintenance activities will require more frequent visits than those listed below.** The three maintenance level groups are categorized as follows:

Maintenance Level Predominate Maintenance Frequency

- I Weekly
- II Monthly
- III Quarterly

4. **LICENSES**

The Grantee's Contractor shall hold a valid, current California Contractor's License, Class C-27. The Grantee's Contractor or subcontractor shall have a valid Pest Control Operator's License. A copy of such licenses shall be turned into the City.

The Riverside County Agricultural Commission's office has advised the City of Riverside of the following special additional requirements:

A. A current and valid Full Agricultural Pest Control Operators Business License, with a "Qualified Applicators License" with appropriate category i.e. "Right of Way" and "Landscape Maintenance" or a current and valid Agricultural Pest Control Operators Business License with "Qualified Applicators Certificate," Maintenance Gardener with "Landscape Maintenance" or "Right of Way" category is required to apply chemicals during the landscape maintenance operation.

B. Therefore, each Proposers or subcontractor shall be required to have a current and valid Agricultural Pest Control Operators Business Licenses, as issued by the California Department of Pesticide Regulation and listed above.

C. Additionally, the Pest Control Business must be currently registered with the Riverside County Agricultural Commissioner's office.

D. Final jurisdiction of the appropriateness of the license will be left to the Riverside County Agricultural Commissioner's office.

5. **PERFORMANCE OF WORK**

All maintenance work shall meet the approval of the City of Riverside, Public Utilities Department. There shall be field meetings on "As-needed" basis, as determined by the Inspector with the Grantee's Contractor representative and the City Inspector, to determine current conditions and to establish areas needing attention. Any specific items which do not meet the criteria established in the Agreement shall be called to the Grantee's attention.

6. **STANDARD OF PERFORMANCE**

It is the intent of this Land Maintenance Program to provide a level of maintenance that will present a pleasing and desirable appearance at all times. The Grantee is to maintain all designated areas covered by these specifications at such a level. The Grantee will be responsible to remedy any deficiencies that are brought to its attention within **two weeks** after notification time. The Public Utilities Maintenance Contract Administrator, or his designee, shall be the sole judge as to the adequacy of the Grantee's maintenance or the appearance at the site.

7. **NOTICE OF ADVERSE CONDITIONS**

When conditions exist such that additional work outside the scope of this Program is needed to prevent the loss or injury of plant material, slopes, structures, or other City property, the Grantee shall notify the City in writing, setting forth the adverse condition and providing a recommended solution, if any.

8. **REPORTING DAMAGE**

The Grantee will report, without delay, any damage to the areas covered by these specifications, and the City equipment or other property located on the areas, regardless of whether caused by Grantee's own acts, the acts of others or acts of the City. The Grantee shall use reasonable diligence in obtaining information relating to the cause and scope of the damage, including the names and identification of parties involved and the nature and scope of the damage. When requested, the Grantee shall supply all such information to the City in writing.

9. **REPAIR OF DAMAGE**

The Grantee will be responsible for plant material that dies due to neglect in the control of insects, pests, weeds, rodents, and disease, or due to improper irrigation, fertilizing or lack of proper maintenance and care and will promptly repair all defective work and damage caused by Grantee's work, or lack of work, at no cost to the City. Replacement of damaged irrigation systems or other facilities shall be the same kind as those previously existing. Plant material shall be replaced in the sizes listed below and shall be guaranteed for the length of the listed establishment period to be healthy, vigorous and free from disease or defects.

Damage caused by City crews and work of other City contractors shall be the responsibility of the City.

10. **CLEANLINESS OF WORK AREA**

The Grantee shall maintain all maintenance areas clean of all debris at all times. Upon completion of any repair or maintenance work, the Grantee shall remove all rubbish, waste, debris, lawn clippings, trimmings and equipment from the premises. Under no circumstances is the Grantee allowed to blow clippings into the gutter or into any part inside the electrical substation area. Any soil or stains caused by the work shall be removed.

11. **SIGNS AND BARRICADES**

The Grantee shall provide all signs, barricades and warning devices reasonably necessary to provide for the safety of the public and workers.

12. **UTILITIES**

The Grantee will supply and pay for all water used in watering and maintenance and all electricity used to power sprinkler controllers and valves and landscape lighting.

13. **TRIMMING SHRUBS**

Shrubbery shall be trimmed, shaped and pruned and trimmed as needed to encourage healthy growth habits with a shape and appearance using sound horticultural techniques. Shrubbery shall be trimmed back from

electrical cabinets, doorways, signage, gateways, walls and walkways so that an unobstructed access is always maintained. Shrubbery shall be kept trimmed such that it does not obstruct any part of the irrigation system or affect the efficiency of the system coverage.

Shrubs shall be trimmed to achieve a uniform and symmetrical appearance. Shrubs growing on the exterior of fences or block wall shall be kept trimmed to a minimum of 18 inches away from fence or wall. Shrubs shall be trimmed to the top of the fence in a right angle.

14. **WEEDING**

Shrub beds shall be maintained in a weed free condition. Chemical or hand weeding shall be performed at least once each month. Shrub beds shall be raked clean of all leaves and debris and shall be maintained in a neat condition.

15. **MULCHING**

Plant areas shall be cultivated and mulched when necessary to maintain and promote plant health.

16. **WATERING**

Shrubs shall be watered as required to maintain proper growth rate and optimum appearance. Water basins shall be constructed and maintained as needed. Deep soaking shall be defined as the application of sufficient quantities of water to maintain reasonably healthy vigor of plants. Basin modifications may be required. Quantities of water shall be sufficient to allow for deep water penetration and encouragement of deep rooting of the plants.

17. **DISEASE CONTROL**

The Grantee shall inspect shrubbery for signs of disease and distress on a frequent basis and shall take all reasonable steps to cure the disorder. When the condition is not feasible to cure, the Grantee shall submit a report stating the lack of cure or reason for infeasibility, along with laboratory reports or agricultural reports confirming the conditions. The cost of diagnosing and treating plant diseases shall be borne by the Grantee.

18. **FERTILIZING**

Shrubbery shall be fertilized twice a year, in May and in August, by applying 12-12-12 inorganic at a rate of one pound of actual nitrogen per 1,000 square feet of shrub bed.

**TREES**

19. **TRIMMING**

The Grantee shall perform all trimming that can be performed from the ground using a pole saw and lopper. All trees shall be trimmed each January, removing suckers and cross branches. Grantee must keep all branches at least 5-feet from the substation fence. Dead and diseased wood and damaged branches shall be removed back to a side branch. Thin-out, shape and head back trees to provide a pleasing appearance and a sound, strong form. Vine tendrils shall be removed to the ground in a manner which will not injure the trees or scar the trunk. Additional trimming may be required on an as needed basis.

20. **STAKES & GUYS**

Trees shall be staked and supported when necessary. Staking consists of supporting the tree vertically with two 2-inch round x 8 feet long lodge pole pine stakes, placed two feet in the ground in a manner which will not injure the roots. The stakes shall be placed at right angles to the prevailing wind. Ties shall be rubber and placed in a figure eight around the tree and shall be secured to the stakes with 1-inch roofing nails. Stakes

shall be maintained until the tree can stand on its own. When stakes are no longer required, the Grantee shall be responsible for the removal of all stakes and guys.

Trees 3-inch caliper and larger which require support shall be guyed and staked. Stakes shall be a minimum of 2 x 2-inch. Guys shall be of an adequate size of wire or cable. A protective cover is to be installed over the guy wire where it contacts the tree. All guys and ties shall be checked frequently to avoid girdling. Guys shall be installed only where approved by the inspector. Special safety coverings may be required in some locations.

21. **WIND DAMAGE**

The Grantee shall be responsible for the removal of trees or limbs that fall as a result of high wind. Fallen trees shall be taken out by the root and replaced accordingly. The hole shall be filled in and the area leveled to the natural grade and contours.

22. **WATERING**

Trees shall be watered as required to maintain growth and a healthy appearance. Retaining basins shall be constructed and maintained by the Grantee whenever necessary to ensure uniform and deep watering of trees.

23. **FERTILIZING**

Trees shall be fertilized four times annually in January, March, June, and September. Fertilization shall consist of an application of 15-15-15 fertilizer to the tree basin and deep watering it into the soil. Application rate shall be appropriate for the size and species of each tree.

24. **DISEASE AND PEST CONTROL**

The Grantee shall inspect all trees for signs of disease and pests on a regular basis. When the reason for an apparent decline is not certain, the Grantee shall have tests performed by an agricultural testing laboratory. The test results shall be submitted to the City within one month of the date requested. The cost for these tests are to be included in the base bid item for maintenance and no additional compensation will be given. Laboratory testing for declining trees may include, but is not limited to: chemical analysis of the soil, germinating tests, toxicity, salinity, nutrient balance and pathological testing of tissues. When laboratory testing fails to provide a conclusive reason for tree decline, the Grantee shall, upon the request of the City, arrange for a tree horticulturist to conduct a site examination and render an opinion for the decline. The Grantee shall take all reasonable steps to cure diseases and exterminate pests as a part of this maintenance work.

25. **MULCH**

Trees shall have a two foot circle of mulch from the base of tree. These areas shall be maintained with a depth of 2-inches of mulch.

**GROUND COVER**

26. **TRIMMING**

Plants shall be neatly trimmed back from walks, property lines, buildings, border strips, planters and turf. Plants shall be trimmed to uniform height as requested by the City.

27. **WEEDING**

Ground cover areas shall be maintained in a weed free condition. The Grantee shall perform weeding not



less than once monthly. Weeding may be performed by hand or through the use of selective herbicides. All weeds taller than twelve (12) inches shall be pulled-out by hand. Refer to Section 701, Site Information sheets, for the sites which may have restricted use of herbicides.

28. **WATERING**

Ground cover shall be watered as required to maintain vigorous growth and a thick, healthy cover.

29. **FERTILIZING**

All ground cover shall be fertilized with 15-15-15 every two months.

30. **DISEASE CONTROL**

The Grantee shall diagnosis and treat all diseases occurring in ground cover. Particular attention is to be given to rusts, spotting and blights affecting ivy.

31. **PEST CONTROL**

Insects, rodents and other pests shall be controlled to provide a healthy environment for both plants and the public. Slope areas shall be maintained pest free as their holes may lead to slope failure.

32. **MULCH**

Sites where mulch is used for weed control and for a moisture barrier in bare areas shall be maintained at a depth of two (2) inches. The product shall be a weed control chipper mulch consisting of processed "Medium Grind" wood fiber material and free of non-organic material. The placement of the material or its requirement shall be at the discretion of the inspector.

**PLANTERS**

33. **TRIMMING**

Plants shall be trimmed neatly within container.

34. **WEEDING**

Grantee shall perform weeding not less than once a month.

35. **WATERING**

Plants in containers shall be watered to maintain vigorous growth but not waterlogged.

36. **FERTILIZING**

All planters shall be fertilized with 15-15-15 every January, March, June, and September.

37. **MULCH**

The open soil between plants shall be regularly cultivated where the planting permits. Mulch is to be applied to all bare soil areas at the request of the Inspector.

## **EROSION OF SLOPES AND DIRT DRIVES**

### 38. **EROSION**

Slope erosion caused by irrigation run-off or damage to irrigation system shall be properly filled in, compacted lightly and replanted in like kind where necessary.

### 39. **LOW AREAS**

Low areas in dirt drives caused by excess standing water shall be filled in so that site drains properly.

## **WEED CONTROL**

### 40. **METHOD**

For the purpose of these specifications, a weed will be considered as "any undesirable or misplaced plant." All areas within the specified maintenance area, including but not limited to shrub areas, planters, tree wells, and hardscape areas, shall be kept free of weeds at all times. Weed removal shall consist of complete removal of weeds, including top growth and roots, as the weeds appear. Weeds may be abated by the use of chemical herbicides or by removal by hand.

### 41. **HERBICIDES**

Prior to applying any herbicides, the Grantee shall submit the following data to the Agreement Administrator at least twenty-four (24) hours in advance for review:

Manufacturer's Product Label  
Manufacturer's Safety Data Sheet  
Application Rate  
Areas to be treated

The Grantee shall proceed with application only upon receiving written approval from the Maintenance Contract Administrator. Application shall be made when air currents are still to prevent exposure to adjoining plants. The Grantee shall comply with all Federal, State and local laws and regulations as mentioned in Sections 100-8 and 200-10 of these specifications.

Herbicides shall be handled in accordance with the manufacturer's safety data sheet. Dead weeds that cause an unsightly appearance shall be removed by hand.

Additionally, a "Marker Dye" will be required to be added to each tank of chemical being applied as part of this Contract. The "Marker Dye" will be applied to such a rate that is clearly viable for at least seventy-two (72) hours after each chemical application.

### 42. **FREQUENCY**

Weeding shall be performed at least as often as the maintenance interval for each maintenance level. When rapid weed growth takes place, weeding shall be performed on a more frequent interval such that weed height does not exceed twelve (12) inches.

### 43. **PLANTERS**

Areas between plants shall be cultivated by hand as required to control weeds and promote healthy growth. Those sites which have wood mulch may not need to be cultivated.

## **IRRIGATION SYSTEM MAINTENANCE**

### **44. SPRINKLER SYSTEM**

The Grantee shall maintain the complete irrigation system in an operable condition including but not limited to pressure pipes from the water meter to the control valves, all sprinkler pipes, all manual and automatic valves, pumps used for the sprinkler system, backflow devices, anti-siphon valves, sprinkler heads, anti-drain valves, electrical wiring from the controller to the solenoid valves, strainers, filters, pressure regulators, automatic controllers, valve boxes, emitters and drip lines.

Maintenance includes, but is not limited to: tightening loose fittings and packing nuts; replacing packing, flushing out valves, strainers, filters, pipes and back flow devices; adjusting and cleaning clogged sprinkler heads; adjusting and lubricating clocks; and cleaning drip emitters, sprinkler heads shall be cleared of all surrounding plant materials such that the throw of water from the head is unobstructed. Grantee shall clean emitter filters once a month from June to September, and every two months for the remainder of the year. The City will provide all State required tests on back flow devices.

## **IRRIGATION REPAIRS**

### **45. PERSONNEL AND EQUIPMENT.**

Grantee's repairmen shall be knowledgeable and experienced in the maintenance and repair of landscape irrigation systems. They shall also have the ability to diagnose and repair low voltage electrical problems with controllers and solenoid valves.

### **46. NOTICE AND REPLY**

Upon discovery of any irrigation damage or malfunction, the City will notify the Grantee by telephone. Damage discovered by the Grantee shall promptly be reported to the City. The Grantee shall maintain a phone log of all such calls.

### **50. PROCEEDING WITH REPAIRS.**

Within **twenty-four hours** of receiving the phone call the Grantee shall commence work on the repair and shall diligently execute the work to completion. Upon completion, the Maintenance Contract Administrator shall be notified so that the repair work may be verified. Any repair work not completed within a timely manner (not to exceed one month) will be repaired by the City at the Grantee's expenses.

### **51. SCOPE OF REPAIRS.**

Normally, repairs to the irrigation systems or plant material will consist of replacing the damaged portion of the same make, model, kind or species. In some cases, the City may direct that changes or modifications be made during repairs. If the Grantee wishes to propose changes or modifications may do so by submitting an alternate listing the changes to be made and the resulting benefits. The City will consider the alternate proposal and will accept or reject it based on overall benefits to the City. In no case shall the Grantee proceed with any changes to the irrigation system or plant material without written direction by the City.