

## SERVICES AGREEMENT

### LYLE CASTILLO DBA TWIN BUILDERS

#### Property Maintenance Services (Successor Agency)

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, THE CITY OF RIVERSIDE, AS SUCCESSOR AGENCY TO THE FORMER REDEVELOPMENT AGENCY OF THE CITY OF RIVERSIDE, a public entity ("Successor Agency"), and LYLE CASTILLO, a sole proprietor doing business as TWIN BUILDERS ("Contractor"), mutually agree as follows:

1. **Scope of Services.** Contractor shall furnish all labor, materials, and equipment for and perform the work of Property Maintenance Services ("Services"). Contractor shall perform the Services in accordance with the provisions and requirements of the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference.

2. **Term.** This Agreement shall be from the Effective Date and shall remain in effect for three (3) years following the Effective Date, unless otherwise terminated pursuant to the provisions herein. The term may be extended for two (2) additional one-year periods, upon mutual written agreement of the parties. The City Manager or his designee, acting on behalf of the Successor Agency, is authorized to execute any amendment subject to budgeted funds.

3. **Compensation.** Successor Agency shall pay Contractor for the performance of the Services during the initial term of this Agreement a Contract Price not to exceed Eight Hundred Thousand Dollars (\$800,000.00), unless an increase is agreed to by the parties. Successor Agency shall pay Contractor for Services performed to Successor Agency's satisfaction on a monthly basis in accordance with the provisions of the Compensation Schedule attached hereto as Exhibit "B" and incorporated herein by this reference. If the term of the Agreement is extended, Contractor's compensation for the extended term shall be mutually agreed upon in writing by the parties.

4. **General Compliance with Laws.** Contractor shall keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Contractor, or in any way affect the performance of Services by Contractor pursuant to this Agreement. Contractor shall at all times observe and comply with all such laws, ordinances and regulations, and shall be solely responsible for any failure to comply with all applicable laws, ordinances and regulations.

5. **Business Tax Certificate.** As a condition of this Agreement, Contractor shall secure a business tax certificate to operate in the City of Riverside pursuant to Chapter 5.04 of the Riverside Municipal Code, and shall also secure any other licenses or permits which may be required.

6. **Business Tax and Penalties.** Contractor acknowledges and agrees that with respect to any business tax or penalties thereon, utility charges, invoiced fee or other debt which is owed, or which becomes owed, by Contractor to the City, the City acting on behalf of the Successor Agency reserves the right to withhold and offset said amounts from any payments, refunds or reimbursements

owed by Successor Agency to Contractor under the Agreement. Notice of such withholding and offset shall promptly be given to Contractor by Successor Agency in writing. In the event of a dispute as to the amount owed or whether such amount is owed to Successor Agency, Successor Agency will hold such disputed amount until either the appropriate appeal process has been completed or until the dispute has been resolved.

7. **Personnel.** Contractor shall furnish all personnel necessary to perform the Services and shall be responsible for their performance and compensation. The key personnel are listed in Exhibit "C," attached hereto and incorporated herein by reference. Contractor shall furnish qualified personnel to perform the Services.

8. **Assignment and Subcontracting.** Neither party shall assign any right, interest, or obligation in or under this Agreement to any other entity without prior written consent of the other party. In any event, no assignment shall be made unless the assignee expressly assumes the obligations of assignor under this Agreement, in a writing satisfactory to the parties. Contractor acknowledges that any assignment may, at the Successor Agency's sole discretion, require City Manager and/or City Council approval acting on behalf of the Successor Agency. Contractor shall not subcontract any portion of the work required by this Agreement without prior written approval by the responsible Successor Agency Contract Administrator. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including without limitation, the insurance obligations set forth in Section 11. Contractor acknowledges and agrees that the Successor Agency is an intended beneficiary of any work performed by any subcontractor for purposes of establishing a duty of care between any subcontractor and the Successor Agency.

9. **Independent Contractor.** In the performance of this Agreement, Contractor, and Contractor's employees, subcontractors and agents, shall act in an independent capacity as independent contractors, and not as officers or employees of the City of Riverside or the Successor Agency. Contractor acknowledges and agrees that the Successor Agency and the City have no obligation to pay or withhold state or federal taxes or to provide workers' compensation or unemployment insurance to Contractor, or to Contractor's employees, subcontractors and agents. Contractor, as an independent contractor, shall be responsible for any and all taxes that apply to Contractor as an employer.

10. **Indemnification.** Contractor shall indemnify and hold harmless the Successor Agency and the City, and the Successor Agency's and the City's employees, officers, managers, agents and council members from any liability, claim, damage or action whatsoever, arising out of the sole negligence or willful misconduct of Contractor, its officers, employees, subcontractors, or agents including but not limited to property damage, bodily injury, or death. Contractor shall defend, at its sole cost and expense, including but not limited to attorney fees, cost of investigation, defense and settlement or awards, the Successor Agency and the City and the Successor Agency's and the City's employees, officers, managers, agents and council members in any such action or claim. With respect to any action or claim subject to indemnification herein by Contractor, Contractor shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of Successor Agency; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor's indemnification of Successor Agency and the City. Contractor's

obligations hereunder shall be satisfied when Contractor has provided to Successor Agency and/or the City the appropriate form of dismissal (or similar document) relieving the Successor Agency and/or the City from any liability for the action or claim involved. The specified insurance limits required in this Agreement shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless the Successor Agency or the City.

## **11. Insurance.**

11.1 General Provisions. Prior to the Successor Agency's execution of this Agreement, Contractor shall provide satisfactory evidence of, and shall thereafter maintain during the term of this Agreement, such insurance policies and coverages in the types, limits, forms and ratings required herein. The rating and required insurance policies and coverages may be modified in writing by the City's Risk Manager or City Attorney, or a designee, unless such modification is prohibited by law.

11.1.1 Limitations. These minimum amounts of coverage shall not constitute any limitation or cap on Contractor's indemnification obligations under Section 10 hereof.

11.1.2 Ratings. Any insurance policy or coverage provided by Contractor or subcontractors as required by this Agreement shall be deemed inadequate and a material breach of this Agreement, unless such policy or coverage is issued by insurance companies authorized to transact insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or higher.

11.1.3 Cancellation. The policies shall not be canceled unless thirty (30) days' prior written notification of intended cancellation has been given to Successor Agency by certified or registered mail, postage prepaid.

11.1.4 Adequacy. The Successor Agency, the City, and their officers, employees and agents make no representation that the types or limits of insurance specified to be carried by Contractor pursuant to this Agreement are adequate to protect Contractor. If Contractor believes that any required insurance coverage is inadequate, Contractor will obtain such additional insurance coverage as Contractor deems adequate, at Contractor's sole expense.

11.2 Workers' Compensation Insurance. By executing this Agreement, Contractor certifies that Contractor is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance before commencing any of the work. Contractor shall carry the insurance or provide for self-insurance required by California law to protect said Contractor from claims under the Workers' Compensation Act. Prior to Successor Agency's execution of this Agreement, Contractor shall file with Successor Agency either 1) a certificate of insurance showing that such insurance is in effect, or that Contractor is self-insured for such coverage, or 2) a certified statement that Contractor has no employees, and acknowledging that if Contractor does employ any person, the necessary certificate of insurance will immediately be filed with Successor Agency. Any certificate filed with Successor Agency shall provide that Successor Agency will be given ten (10) days' prior written notice before modification or cancellation thereof.

11.3 Commercial General Liability and Automobile Insurance. Prior to Successor Agency's execution of this Agreement, Contractor shall obtain, and shall thereafter maintain during the term of this Agreement, commercial general liability insurance and automobile liability insurance as required to insure Contractor 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 or on behalf of Contractor. The Successor Agency, the City, and their officers, employees and agents, shall be named as additional insureds under the Contractor's insurance policies.

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

11.3.2 Contractor's automobile liability policy shall cover both bodily injury and property damage in an amount not less than \$1,000,000 per occurrence and an aggregate limit of not less than \$1,000,000. All of Contractor's automobile and/or commercial general liability insurance policies shall cover all vehicles used in connection with Contractor's performance of this Agreement, which vehicles shall include, but are not limited to, Contractor owned vehicles, Contractor leased vehicles, Contractor's employee vehicles, non-Contractor owned vehicles and hired vehicles.

11.3.3 Prior to Successor Agency's execution of this Agreement, copies of insurance policies or original certificates along with additional insured endorsements acceptable to the Successor Agency evidencing the coverage required by this Agreement, for both commercial general and automobile liability insurance, shall be filed with Successor Agency and shall include the Successor Agency and its officers, employees and agents, as additional insureds. Said policies shall be in the usual form of commercial general and automobile liability insurance policies, but shall include the following provisions:

It is agreed that the Successor Agency to the Redevelopment Agency of the City of Riverside, and its officers, employees and agents, and 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 Successor Agency to the Redevelopment Agency of the City of Riverside.

11.3.4 The insurance policy or policies shall also comply with the following provisions:

a. If the policy is written on a claims made basis, the certificate should so specify and the policy must continue in force for one year after completion of the services. The retroactive date of coverage must also be listed.

b. The policy shall specify that the insurance provided by Contractor will be considered primary and not contributory to any other insurance available to the Successor Agency and Endorsement No. CG 20010413 shall be provided to the Successor Agency.

12. **Termination.** Successor Agency shall have the right to terminate any or all of Contractor's Services and work covered by this Agreement at any time upon thirty (30) calendar days' written notice to Contractor. In the event of such termination, Contractor shall submit Contractor's final written statement of the amount of services provided as of the date of such termination for payment by the Successor Agency.

Notwithstanding the foregoing, the Successor Agency may terminate Contractor's performance of this Agreement upon five (5) calendar days' written notice if:

- (1) Contractor fails to promptly begin performance of the Services;
- (2) Contractor fails to perform the Services;
- (3) Contractor discontinues performance of the Services;
- (4) Contractor fails to make payment to employees in accordance with applicable law;
- (5) Contractor disregards laws, ordinances, or rules, regulations, or orders of a public authority having jurisdiction;
- (6) Contractor otherwise is guilty of breach of a provision of this Agreement;
- (7) Contractor becomes insolvent, is adjudicated bankrupt, or makes a general assignment for the benefit of creditors and fails to provide Successor Agency with adequate assurances of Contractor's ability to satisfy its contractual obligations.
- (8) A receiver, trustee, or other judicial officer shall not have any right, title, or interest in or to this Agreement. Upon that person's appointment, Successor Agency has, at its option and sole discretion, the right to immediately cancel the Agreement and declare it null and void.

13. **Non-Discrimination.** During Contractor's performance of this Agreement, Contractor shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, gender, gender identity, genetic information, gender expression, sex or sexual orientation, military and veteran status, in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code. Further, Contractor agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

14. **Successor Agency's Right to Employ Other Consultants/Contractors.** Successor Agency reserves the right to employ other Contractors in connection with the Services. If the Successor Agency is required to employ another contractor to complete Contractor's work, due to the failure of the Contractor to perform, or due to the breach of any of the provisions of this Agreement, the Successor Agency reserves the right to seek reimbursement from Contractor.

15. **Conflict of Interest.** Contractor, for itself and on behalf of the individuals listed in Exhibit "C", represents and warrants that by the execution of this Agreement, they have no interest, present or contemplated, affected by the above-described Services. Contractor further warrants that neither Contractor, nor the individuals listed in Exhibit "C" have any real property, business interests or income interests that will be affected by this project or, alternatively, that Contractor will file with the Successor Agency an affidavit disclosing any such interest.

16. **Solicitation.** Contractor warrants that Contractor has not employed or retained any person or agency to solicit or secure this Agreement, nor has it entered into any agreement or understanding for a commission, percentage, brokerage, or contingent fee to be paid to secure this Agreement. For breach of this warranty, Successor Agency shall have the right to terminate this Agreement without liability and pay Contractor only for the value of work Contractor has actually performed, or, in its sole discretion, to deduct from the Agreement price or otherwise recover from Contractor the full amount of such commission, percentage, brokerage or commission fee. The remedies specified in this section shall be in addition to and not in lieu of those remedies otherwise specified in this Agreement.

17. **Prevailing Wage.** If applicable, pursuant to Section 1771 of the California Labor Code, Contractors are required to pay the general prevailing rates of per diem wages, overtime and holiday wages as determined by the Director of the Department of Industrial Relations and implemented by Resolution No. 13346 of the City Council of the City of Riverside. The Director's determination of prevailing wage rates is available on-line at [www.dir.ca.gov/dlsr/DPreWageDetermination.htm](http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm), and is referred to and made a part hereof as though fully set forth herein. California Labor Code Sections 1725.5 and 1771.1 requiring all general contractors and subcontractors to be registered with DIR. Registration can be accomplished through the DIR website by using this link: <http://www.dir.ca.gov/PublicWorks/PublicWorks.html>.

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

To Successor Agency

Community & Economic Development  
City of Riverside  
Attn: Robert Lewis  
3900 Main Street  
Riverside, CA 92522

To Contractor

Lyle Castillo dba Twin Builders  
Attn: Lyle Castillo  
1709 Via Valmonte Circle  
Corona, CA 92881



19. **Venue.** 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 Agreement shall be tried in the Superior Court of California, County of Riverside and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

20. **Waiver.** No action or failure to act by the Successor Agency shall constitute a waiver of any right or duty afforded Successor Agency under this Agreement, nor shall any action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically provided in this Agreement or as may be agreed in writing.

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

22. **Amendments.** This Agreement may be modified or amended only by a written agreement and/or change order executed by the Contractor and Successor Agency.

23. **Authority.** The individuals executing this Agreement and the instruments referenced herein on behalf of Contractor each represent and warrant that they have the legal power, right and actual authority to bind Contractor to the terms and conditions hereof and thereof.

24. **Entire Agreement.** This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings or agreements of the parties. Neither party has been induced to enter into this Agreement by, and neither party is relying on, any representation or warranty outside those expressly set forth in this Agreement.

**[SIGNATURES ON FOLLOWING PAGE.]**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

THE CITY OF RIVERSIDE,  
AS SUCCESSOR AGENCY TO THE  
FORMER REDEVELOPMENT AGENCY OF  
THE CITY OF RIVERSIDE, a public entity

LYLE CASTILLO, a sole proprietor, doing  
business as TWIN BUILDERS

By: \_\_\_\_\_  
Al Zelinka, City Manager  
on behalf of the Successor Agency  
to the Former Redevelopment Agency  
of the City of Riverside

(p) Lyle Castillo  
By: Twin Builders  
Name: [Signature]  
Title: owner

ATTEST:

By: \_\_\_\_\_  
Colleen Nicol, City Clerk  
on behalf of the Successor Agency  
to the Former Redevelopment Agency  
of the City of Riverside

Certified as to Availability of Funds:

By: [Signature]  
Chief Financial Officer

APPROVED AS TO FORM:

By: [Signature]  
Successor Agency General Counsel



## EXHIBIT "A"

### SCOPE OF SERVICES

Contractor shall complete the services listed below within twenty four (24) hours, or as directed, after receiving a formal or verbal request from the Successor Agency. Contractor shall provide a quote to the Successor Agency. Successor Agency shall approve the quote in writing or verbally before work is started.

- 1) **Secure vandalized properties.** Contractor shall complete board up of residential and/or commercial buildings, including windows, doors, etc.
- 2) **Painting.** Contractor shall provide painting of residential and/or commercial buildings, including the removal of graffiti.
- 3) **Weed Abatement.** Contractor shall provide weed abatement, including spraying and pulling and/or cutting weeds.
- 4) **Maintenance and Landscaping.** Contractor shall provide maintenance and landscaping, consisting of, at a minimum:
  - a. General maintenance and landscaping, including:
    - (1) Removal of brush;
    - (2) Tree removal;
    - (3) Sprinkler repairs;
    - (4) Mowing of lots; and
    - (5) Trimming, shaping, or pruning of shrubs as needed and dependent upon plant species.
  - b. Keeping shrubs, plants, grass, etc. clear of all City appurtenances including, but not limited to:
    - (1) Water meters;
    - (2) Backflow devices;
    - (3) Fire hydrants;
    - (4) Mainline valve cans;
    - (5) Irrigation control valves;
    - (6) Irrigation control clocks; and
    - (7) Street signs.
- 5) **Fencing.** Contractor shall provide fencing services, including but not limited to the installation, removal, and/or repair of permanent fencing, temporary fencing, and/or chain link fencing.
- 6) **Pest Control.** Contractor shall provide pest control and be responsible in handling all chemicals and pesticides, in accordance with all applicable Federal, State, County and Local laws and including mandated regulations and label requirements. Contractor shall provide Successor Agency with up to date Safety Data Sheets (SDS) prior to starting work, and throughout the life of the agreement. Such pesticides may be liquid or granular and shall be

used with noticeable presence and shall include, but not be limited to, treatment for: aphids, snails, wireworms, grasshoppers, ground squirrels, and gophers.

- 7) **Disposal of Materials.** Contractor shall dispose of clippings, trash and other waste consistently with all laws and ordinances or codes.
- 8) **Erosion Control.** Contractor shall provide sand bagging and additional erosion control when requested.
- 9) **Debris Removal.** Contractor may be requested to remove additional debris as needed
- 10) **Hazardous Materials.** Contractor shall remove hazardous materials which may include, but will not be limited to, human waste.

## **EXHIBIT "B"**

### **COMPENSATION**

Successor Agency shall pay Contractor for the performance of the Services during the initial term of this Agreement a Contract Price not to exceed Eight Hundred Thousand Dollars (\$800,000.00), unless an increase is agreed to by the parties. Successor Agency shall pay Contractor for Services performed to Successor Agency's satisfaction on a monthly basis in accordance with the provisions of the attached Compensation Schedule.

### COMPENSATION SCHEDULE

#	Task	Unit of Measure (UOM)	Price Per UOM
1	Board Ups	Per Parcel	\$87.00
2	Small Openings (32" x 48" or less)	Per Opening	\$45.00
3	Medium/Large Openings (36" x 48" to 96" x 58")	Per Opening	\$100.00
4	Window and Opening	Per Opening	\$0
5	Single Entry Door	Per Opening	\$125.00
6	Double Entry Door/French Door	Per Opening	\$210.00
7	6' x 8' Sliding Glass Door	Per Opening	\$210.00
8	10' Sliding Glass Door	Per Opening	\$225.00
9	Cellar/Basement Door with Framing	Per Opening	\$125.00
10	Single Car Garage Door	Per Opening	\$310.00
11	Double Car Garage	Per Opening	\$410.00
12	Crawl Space Opening	Per Opening	\$50.00
13	Larger Openings and Fire Damage	Per Hour	\$49.47
14	Painting	Per Hour	\$42.00
15	Weed Abatement Under 1 Acre	Per Parcel	\$87.00
16	Weed Abatement 1 Acre or More	Per Parcel	\$67.00
17	General Clean-Up (Handwork Labor/Equipment)	Per Hour	\$42.00
18	Maintenance and Landscaping	Per Hour	\$42.00
19	Fencing	Per Hour	\$49.47
20	Pest Control	Per Hour	\$49.47
21	Erosion Control	Per Hour	\$42.00
22	Removal of Debris	Per Pound	\$.25
23	Removal of Large Debris	Per Pound	\$.25
24	Removal of Hazardous Materials	Per Hour	\$42.00
25	Materials Mark-Up to the City	Percent (%)	15%

## COMPENSATION SCHEDULE (Cont.)

Site	Project Name	Address	Once a Month	Twice a Month
<b>*SUCCESSOR AGENCY PROPERTIES</b>				
SA-2	Downtown Historical Gas Station Site	3102, 58, 90, 3210 & 3250 Main & 3654 1st St.	\$350.00	\$400.00
SA-3	Raincross Promenade Phase 2 "Chain-Link"	3111, 25, 27, 41, 59, 67 Main & 3740 Market	\$400.00	\$450.00
SA- 8	University Corridor Site # 1	2731, 51, 71, 91, 2811, 51,2831, 71 University Ave	\$350.00	\$400.00
SA- 9	University Corridor Site # 2	2585, 2617 University Ave.	\$250.00	\$300.00
SA-10	University Corridor Site # 3	2227, 2243 University Ave.	\$200.00	\$250.00
SA-11	University Corridor Site # 4	2015, 2025, 2039 University Ave.	\$250.00	\$300.00
SA-12	University Corridor Site # 6	3870 Ottawa Ave. (Big L Motel)	\$200.00	\$250.00
SA-13	Welcome Inn	1910 University Avenue	\$250.00	\$300.00
SA-15	6963 Streeter Ave.	6963 Streeter Ave.	\$200.00	\$250.00
SA-17	California Square	8690 California Avenue	\$350.00	\$400.00
SA-18	Madison at Railroad Property	Railroad & Pliny St. - ( 4 Lots)	\$350.00	\$400.00
SA-19	8717 Indiana Ave	8717 Indiana Ave.	\$250.00	\$300.00
SA-22	5 Points-SW Corner Pierce & La Sierra (Site B)	11124, 11134, 11144 Pierce St /4870 La Sierra Av	\$450.00	\$500.00
SA-23	5 Points- Bushnell/Hole (Site C)	11079,11083, 11089, 11099 Hole/11076 Bushnell	\$400.00	\$450.00
SA-24	Micelli Property	4271, 4293 Market St.	\$250.00	\$300.00
<b>*HOUSING AUTHORITY PROPERTIES</b>				
HA-34	Lime Street	3478 Lime St.	\$100.00	\$150.00
HA-35	Lime Street	3490 Lime St.	\$100.00	\$150.00
HA-37	N. Orange	1791 N. Orange	\$250.00	\$300.00
HA-38	14th Street	2550 14th St.	\$200.00	\$250.00
HA-39	11th Street	2719 & 2743 11th St. (Once a Month) \$200 + \$250	\$450.00	\$500.00
HA-44	4th Street	3344 4th St.	\$300.00	\$350.00
HA-47	Bushnell & Bogart	11049 Bogart Ave.	\$350.00	\$400.00
HA-48	3rd Street	3893 3rd St.	\$250.00	\$300.00
HA-50	La Sierra	4350 La Sierra Ave.	\$500.00	\$550.00
HA-52	Mission inn	2882 Mission Inn Ave.	\$200.00	\$250.00
HA-53	Mulberry St.	2831 Mulberry St.	\$250.00	\$300.00
<b>*NSP MANAGED PROPERTIES</b>				
NSP 58	Gould St.	10370 Gould St.	\$200.00	\$250.00

## **COMPENSATION SCHEDULE (Cont.)**

1. The City will not pay reimbursement for mileage, gas, travel, hotel, airfare, photo copies, etc. The City will reimburse for actual costs, if pre-approved, such as disposal (dump fees) and plywood for board-ups, etc.
2. Contractors will pay for their own tools, nails, screws, etc.
3. Cost proposal shall include and specify the Contractor's labor, indirect costs, and subcontractor costs.
4. The fee to be paid to the Contractor will be made at the Contractor's established billable rates for the staff hours and expenses actually accrued in producing the required services, up to a maximum fee to be established through negotiations.
5. Billable rates shall not include mark-ups on reimbursable items; no additional payment will be made for those items. The City will neither reimburse the Contractor for mileage, nor for the use of computer equipment.
6. All subcontractor fees and costs shall not include mark-ups and will be reimbursed on an actual-cost basis. The City will not reimburse for a subcontractor's mileage, office supplies, overhead expenses, or for the use of computer equipment.
7. Primary contractor shall not allow any subcontractor to markup expenses, nor shall the Primary Contractor markup subcontractor fees or out of pocket expenses. The City shall only pay for subcontractor's reimbursable expenses on an actual-cost basis.
8. The City does not warrant or guarantee that the total contract amount will be reached or that any specific amount of work will be authorized during the term of the contract.

## **EXHIBIT "C"**

### **KEY PERSONNEL**

Lyle Castillo - (951) 271-0620

\*Owner of Twin Builders

\*General Contractor (license #894114) 12 years' experience as a General Contractor.

\*29 years' experience in all areas of construction and abatement/maintenance work.

\*7 years on City of Riverside General Abatement Contractor Panel.

Lance Castillo – (951) 999-7119

\*General Contractor (license #897749) 12 years' experience as a General Contractor.

\*29 years' experience in all areas of construction and general abatement/maintenance work.

Luke Gutierrez – (951) 490-1760

\*10 years in all areas of construction and general abatement/maintenance work.

\*5 years as an employee with Twin Builders.