

SERVICES AGREEMENT

LYLE CASTILLO DBA TWIN BUILDERS

Property Maintenance Services (Authority)

On this _____ day of _____, 20__, THE HOUSING AUTHORITY OF THE CITY OF RIVERSIDE, a public entity ("Authority"), 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 Executive Director or his designee is authorized to execute any amendment subject to budgeted funds.

3. **Compensation.** Authority shall pay Contractor for the performance of the Services during the initial term of this Agreement a Contract Price not to exceed Five Hundred Thousand Dollars (\$500,000.00), unless an increase is agreed to by the parties. Authority shall pay Contractor for Services performed to Authority'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 City, Authority reserves the right to withhold and offset said amounts from any payments, refunds or reimbursements owed by Authority to Contractor under the Agreement. Notice of such withholding and offset shall promptly be given to Contractor

by Authority in writing. In the event of a dispute as to the amount owed or whether such amount is owed to Authority, Authority 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 Authority's sole discretion, require Executive Director and/or Board approval. Contractor shall not subcontract any portion of the work required by this Agreement without prior written approval by the responsible Authority 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. The Contractor acknowledges and agrees that the Authority is an intended beneficiary of any work performed by any subcontractor for purposes of establishing a duty of care between any subcontractor and the Authority.

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. Contractor acknowledges and agrees that the Authority has 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 Authority, and the Authority'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, agents or 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 Authority and the Authority'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 Authority; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor's indemnification of Authority. Contractor's obligations hereunder shall be satisfied when Contractor has provided to Authority the appropriate form of dismissal (or similar document) relieving the Authority 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 Authority.

11. Insurance.

11.1 General Provisions. Prior to the Authority'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 Authority by certified or registered mail, postage prepaid.

11.1.4 Adequacy. The Authority, its 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 Authority's execution of this Agreement, Contractor shall file with Authority 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 Authority. Any certificate filed with Authority shall provide that Authority will be given ten (10) days' prior written notice before modification or cancellation thereof.

11.3 Commercial General Liability and Automobile Insurance. Prior to Authority'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 Authority, and its 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 Authority's execution of this Agreement, copies of insurance policies or original certificates along with additional insured endorsements acceptable to the Authority evidencing the coverage required by this Agreement, for both commercial general and automobile liability insurance, shall be filed with Authority and shall include the Authority 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 Housing Authority of 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 Housing Authority 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 Authority and Endorsement No. CG 20010413 shall be provided to the Authority.

12. **Termination.** Authority 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 Authority.

Notwithstanding the foregoing, the Authority 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 Authority 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, Authority 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, 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. **Authority's Right to Employ Other Consultants/Contractors.** Authority reserves the right to employ other Contractors in connection with the Services. If the Authority 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 Authority 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 Authority 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, Authority 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, 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/Public-Works/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 Authority

Housing Authority of the City of Riverside
Attn: Robert Lewis
3900 Main Street
Riverside, CA 92522

To Contractor

Lyle Castillo DBA Twin Builders
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 Authority shall constitute a waiver of any right or duty afforded Authority 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 Authority.

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. 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.

[SIGNATURES ON FOLLOWING PAGE.]

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

HOUSING AUTHORITY OF THE CITY OF
RIVERSIDE, a public entity

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

By: _____
Executive Director

(he) Lyle Castillo
By: TWIN BUILDERS
Name: [Signature]
Title: owner

ATTEST:

By: _____
Authority Secretary

Certified as to Availability of Funds:

By: [Signature]
Authority Treasurer

APPROVED AS TO FORM:

By: [Signature]
Authority 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 Authority. Contractor shall provide a quote to the Authority. Authority 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 Authority 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

Authority shall pay Contractor for the performance of the Services during the initial term of this Agreement a Contract Price not to exceed Five Hundred Thousand Dollars (\$500,000.00), unless an increase is agreed to by the parties. Authority shall pay Contractor for Services performed to Authority'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
*SUCCESSOR AGENCY PROPERTIES				
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
*HOUSING AUTHORITY PROPERTIES				
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
*NSP MANAGED PROPERTIES				
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.