

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

811



FROM: TLMA-CODE ENFORCEMENT DEPARTMENT

SUBMITTAL DATE:
May 17, 2010

SUBJECT: Amendment No. 2 to the agreements between Riverside County and All Commercial Towing Services, LLC (TLARC-07072-001-016-04/09), and Top West End, Inc. (TLARC-07072-002-016-04/09), for Mobile Home Abatement Services.

RECOMMENDED MOTION: That the Board of Supervisors ratify and:

- 1) Authorize the Chairman of the Board to sign the attached Amendment #2 to Agreement No. TLARC-07072-001-016-04/09, between All Commercial Towing Services, LLC and the County of Riverside, exercising the option to renew the Agreement, and increasing the maximum annual contract amount from \$96,000 up to \$246,000;
- 2) Authorize the Chairman of the Board to sign the attached Amendment #2 to Agreement No. TLARC-07072-002-016-04/09, between Top West End, Inc., exercising the option to renew the Agreement, and increasing the maximum annual contract amount from \$96,000 up to \$246,000;
- 3) Authorize the Purchasing Agent to sign amendments and exercise renewal options for an amount not to exceed the contract maximum.

BACKGROUND: In December 2007, County Purchasing went out to bid soliciting proposals from qualified companies to provide mobile home abatement and recreational vehicle removal within the County.

(Continued on Page 2)

John Boyd
John Boyd
Director of Code Enforcement

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 300,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 45,000	Budget Adjustment:	No
	Annual Net County Cost:	\$ 73,800	For Fiscal Year:	FY 09/10

SOURCE OF FUNDS:	General Fund 15%	Positions To Be Deleted Per A-30 <input type="checkbox"/>
	Cost Recovery 10%	
	Community Development Block Grant 75%	
		Requires 4/5 Vote <input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY: *Tina Grande*
Tina Grande

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Stone, seconded by Supervisor Benoit and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Date: May 25, 2010
xc: TLMA-Code Enforcement, Purchasing

Kecia Harper-Ihem
Clerk of the Board
By: *[Signature]*
Deputy

Prev. Agn. Ref.:

District: 1-5

Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.50

FORM APPROVED COUNTY COUNSEL
BY: *[Signature]* 5-17-10
JONATHAN D. HOLUB
Departmental Director

Dept's Recomm.:
Per Exec. Ofc.:
Policy Consent
Policy Consent

Form 11 - Amendment No. 2 to the agreements between Riverside County and All Commercial Towing Services, LLC (TLARC-07072-001-016-04/09), and Top West End, Inc. (TLARC-07072-002-016-04/09), for Mobile Home Abatement Services.

May 10, 2010

Page 2

Background Continued:

The County received two responsive bids. All Commercial Towing Services, and Top West End, Inc. were selected to perform mobile home abatement services in accordance with Riverside County Code (RCC) 15.48, and after the completion of all due process requirements as delineated in the California Code of Regulations, Title 25. Agreements were entered into in May 2008 in the annual amount of \$96,000 each, with the option to renew for four (4) additional years, renewable in one year increments.

This fiscal year, the Board of Supervisors appropriated an additional \$300,000 in Community Development Block Grant (CDBG) funding towards abatements, which the original contract amounts did not take into account. This additional funding, as an example, has enabled the Department to increase its mobile home abatements from 56 in fiscal year 2008/2009 to an estimated 140 this fiscal year. For the reasons mentioned, the Department respectfully requests to increase the current contract amount to allow for additional abatements currently scheduled and awaiting approval to proceed.

The funding sources for these contracts include the General Fund, Cost Recovery, as well as reimbursement via the CDBG. The actual amount expended is dependent upon the number of abatements performed; therefore, the contract maximum may or may not be reached.

APPROVED BY BOARD OF SUPERVISORS
MAY 10 2010
COUNTY OF RIVERSIDE

**COUNTY OF RIVERSIDE
AMENDMENT NO. 2 TO THE AGREEMENT
WITH
TOP WEST END, INC**

CONTRACTOR: Top West End, Inc
Contract Term: May 1, 2008 through April 30, 2013
Effective Date of Amendment: May 1, 2010
Contract Amount: \$246,000.00
Contract ID: TLARC-07072-002-016-04/09

The Agreement between Riverside County, herein referred to as COUNTY, and Top West End, Inc., herein referred to as CONTRACTOR, is amended as follows:

1. On Page 2 of the Agreement, amend Section 2 titled the "Period of Performance": To amend all reference to the Period of Performance from expiration of April 30, 2010, to a Period of Performance of May 1, 2010, through April 30, 2011, unless terminated as specified in Section 5, Termination. All other terms of the Period of Performance in the Agreement shall apply.
2. On Page 2 of the Agreement, amend sub-section 3.1 under Section 3 titled "Compensation": To amend reference to the maximum payments by COUNTY to CONTRACTOR as not exceeding two hundred forty-six thousand dollars (\$246,000) annually, including all expenses. All other terms of Compensation in the master agreement shall apply.
3. All other terms and conditions of the Agreement are to remain unchanged.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Amendment.

County
Purchasing and Fleet Services
2980 Washington Street
Riverside, CA 92504

Contractor
Top West End, Inc.
9469 Bellgrave Ave
Glen Avon, CA 92509

By: Marion Ashley
Name: Marion Ashley
Title: Chairman of the Board of Supervisors
Date: MAY 25 2010

By: Robert Watson
Name: Robert Watson
Title: CEO
Date: 5-11-10

FORM APPROVED COUNTY COUNSEL
BY: J. D. Holub 5-10-10
JONATHAN D. HOLUB DATE

RFP# TLARC-169
BOS agenda # & Date:
Form #116-311 Revision Date: 04/21/09

ATTEST:
KECIA HARPER-IHEM, Clerk
By: Kecia Harper-Ihem
DEPUTY

**COUNTY OF RIVERSIDE
 AMENDMENT NO. 2 TO THE AGREEMENT
 WITH
 ALL COMMERCIAL TOWING, LLC**

CONTRACTOR: All Commercial Towing, LLC
Contract Term: May 1, 2008 through April 30, 2013
Effective Date of Amendment: May 1, 2010
Contract Amount: \$246,000.00
Contract ID: TLARC-07072-001-016-04/09

The Agreement between Riverside County, herein referred to as COUNTY, and All Commercial Towing, LLC, herein referred to as CONTRACTOR, is amended as follows:

1. On Page 2 of the Agreement, amend Section 2 titled the "Period of Performance": To amend all reference to the Period of Performance from expiration of April 30, 2010 to a Period of Performance of May 1, 2010, through April 30, 2011, unless terminated as specified in Section 5, Termination. All other terms of the Period of Performance in the Agreement shall apply.
2. On Page 2 of the Agreement, amend sub-section 3.1 under Section 3 titled "Compensation": To amend reference to the maximum payments by COUNTY to CONTRACTOR as not exceeding two hundred forty-six thousand dollars (\$246,000) annually, including all expenses. All other terms of Compensation in the master agreement shall apply.
3. All other terms and conditions of the Agreement are to remain unchanged.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Amendment.

County
 Purchasing and Fleet Services
 2980 Washington Street
 Riverside, CA 92504

Contractor
 All Commercial Towing, LLC
 9469 Bellgrave Ave
 Glen Avon, CA 92509

ATTEST:
 KECIA HARPER-IHEM, Clerk
 By: *[Signature]*
 DEPUTY

By: *[Signature: Marion Ashley]*
 Name: Marion Ashley
 Title: Chairman of the Board of Supervisors
 Date: MAY 25 2010

By: *[Signature: Franco Barilla]*
 Name: Franco Barilla
 Title: *[Signature]*
 Date: 5-11-10

RFP# TLARC-169
 BOS agenda # & Date:
 Form #116-311 Revision Date: 04/21/09

FORM APPROVED COUNTY COUNSEL
 BY: *[Signature]* 5-10-10 1
 JONATHAN D. HOLUB DATE

**COUNTY OF RIVERSIDE
AMENDMENT NO. 1 TO THE AGREEMENT
WITH
ALL COMMERCIAL TOWING, LLC**

CONTRACTOR: All Commercial Towing, LLC
Contract Term: May 1, 2008 through April 30, 2013
Effective Date of Amendment: May 1, 2009
Contract Amount: \$96,000.00
Contract ID: TLARC-07072-001-016-06/09

The Agreement between Riverside County, herein referred to as COUNTY and All Commercial Towing, LLC, herein referred to as CONTRACTOR, is amended as follows:

1. On page 2 of the Agreement, amend Section 2 the "Period of Performance": To amend all reference to the Period of Performance from expiration of April 30, 2009 to a Period of Performance of May 1, 2009 through April 30, 2010, unless terminated as specified in Section 9 TERMINATION. All other terms of the Period of Performance in the Agreement shall apply.
2. All other terms and conditions of the Agreement are to remain unchanged.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Amendment.

County
Purchasing and Fleet Services
2980 Washington Street
Riverside, CA 92504

Contractor
All Commercial Towing, LLC
9469 Bellgrave Ave
Glen Avon, CA 92509

By: Walter Mack
Name: Walter Mack
Title: Procurement Contract Specialist
Date: June 25, 2009

By: Franco Barilla
Name: Franco Barilla
Title: CEO
Date: 7-23-09

CONTRACT

County of Riverside

County of Riverside
 TLMA Administration
 P.O. Box 1605
 Riverside CA 92502
 USA

Vendor ID 0000057442
 All Commercial Towing Service
 9649 Bellegrave
 Glen Avon CA 92509
 USA

Dispatch via Print

Contract ID TLARC-07072-001-04/10		Page 1 of 1	
Contract Dates 07/02/2009 to 08/30/2010	Currency USD	Rate Type CRRNT	Rate Date PO Date
Description: MOBILE HOME ABATEMENT YR 2/5		Contract Maximum 90,000.00	

Tax Exempt? N Tax Exempt ID:

Line #	Vendor Item ID	Item Desc	Minimum Order		Maximum / Open	
			Qty	Amt	Qty	Amt
1		MOBILE HOME ABATEMENT SERVICES	1.00	0.00	0.00	0.00

Pricing Agreement: **Pricing Date:**
 Pricing Quantity:
 Quantity Type:

PAYMENT TERMS - For calculating due dates for payment terms, the County will use either the date that the Invoice is received by the County or the date the goods/services are received, which ever is later.

RFP TLARC-169 YEAR 2 OF 5 MAXIMUM ANNUAL AMOUNT \$96,000.00

MOBILE HOME ABATEMENT SERVICES ONLY. CONTRACT ON FILE WITH COUNTY PURCHASING
 Rates apply to all COUNTY Districts 1, 2, 3, 4 and 5.

Mileage charge yard to abatement site and return yard: \$2.25
 Mileage charge from equipment from abate site to disposal site: \$ 2.25
 Disposal Fees: Billed back to COUNTY.
 Mobile home abatement charges:
 Single Wide: \$ 2900.00
 Double Wide: \$ 3900.00
 Triple Wide: \$ 5850.00
 Travel Trailer: \$ 3.65 per square foot
 Added Porch on Mobile Home: \$550.00
 Extra Room on Mobile Home Site: \$ 550.00
 Aluminum Carport or Porch Cover: \$ 425.00
 Extra Load: \$550.00
 Transport units, tractor trailers, truck with equipment trailer and boom truck per unit: \$ 115.00 per hour
 Frame removal only if landoll needed: \$ 115.00 per hour
 4 hour minimum for additional equipment and manpower if needed at job site: \$ 1660.00

No Fuel Surcharge Allowed

Final = The price is final after adjustments
 Hard = Apply adjustments regardless of other adjustments
 Skip = Skip adjustments if any other adjustments have been applied

Authorized Signature

All Commercial Towing Services Mobile Home Abatement Contract Summary

Compensation

- \$96,000.00 annually including all expenses
- Per Government Code Section 926.10 County is not allowed to pay excess interest and late charges
- Value of all salvaged items shall offset cost charged to county for abatement. If offset amount exceeds cost charged the contractor will issue a refund for the difference to be credited to property owner

General

- Contractor shall notify county within 48 hours in cases involving prevention of removal of mobile home or recreational vehicle
- If mobile home or recreational vehicle removed prior to arrival of contractor the contractor will be allowed to charge mileage from yard to abatement site and back to yard. Contractor will notify county within 24 hours of arriving at the site

Backup for Payment

- Copy of Removal Order (2)
- Copy of Invoice showing total costs and including beginning and ending mileage (2)
- Copy of receipt from scrap yard or recycling center (if applicable) (2)
- Copy of receipt from county landfill for disposal costs (if applicable) (2)
- Incomplete submittals to be returned to contractor for missing items prior to processing for payment
- This will all come to Admin. Admin will interoffice copy for case file.

Fee Schedule

- All mobile homes will be billed at a flat rate in the appropriate category of single, double, or triple wide
- Mileage and any other charges are additional costs, and need to be approved by the county in advance
- Mobile home abatement charges
 - Single Wide: \$2,900.00
 - Double Wide: \$3,900.00
 - Triple Wide: \$5,850.00

Extras

- Added porch on mobile home: \$550.00
- Extra room on mobile home site: \$550.00
- Extra Load: \$550.00
- Aluminum carport or porch cover: \$425.00
- Mileage Charge
 - Yard to abatement site and return to yard: \$2.25
 - Equipment from abatement site to disposal site: \$2.25
- Other Charges
 - Travel Trailer: \$3.65 per square foot
 - Transport units, tractor trailers, truck w/ equipment trailer & boom truck per unit: \$115.00 per hour
 - Frame removal only if landfill needed: \$115.00 per hour
 - 4 hour minimum for additional equipment and manpower if needed at job site: \$1,660.00
 - No fuel surcharge allowed
 - Disposal fees: Billed back to County

All Commercial Towing Services Mobile Home Abatement Contract Summary

- **Time Period**
 - Entered into May 12th, 2008
 - Option to be renewed for four additional years, in one year increments by written amendments
- **Compensation**
 - \$96,000.00 annually including all expenses
 - No price increases during first year of agreement, and 30 days of advance notice in writing in the subsequent years
 - Invoices submitted by contractor within 15 days of last day of calendar month
 - Per Government Code Section 926.10 County is not allowed to pay excess interest and late charges
 - If contractor receives payment which is later disallowed by county for breaking terms of agreement the county will receive a refund for the amount or use it to offset current charges to contractor
 - Value of all salvaged items shall offset cost charged to county for abatement. If offset amount exceeds cost charged the contractor will issue a refund for the difference to be credited to property owner
- **Termination**
 - County may terminate the agreement without cause upon 30 days written notice served upon contractor
 - County may terminate the agreement upon 5 days notice if the contractor defaults or fails to comply with terms of agreement
 - County may charge contractor any costs incurred by county because of the contractor's failure to perform
- **Disputes**
 - Any dispute relating to agreement not resolved by parties shall be decided by County's Compliance Contract Officer
 - Prior to any legal action being filed the parties will be obligated to attend a mediation session in Riverside County before a neutral third party mediator. The parties will share the costs.
- **General**
 - Contractor shall not provide partial delivery or shipment of services or products unless specifically stated in the agreement
 - Contractor shall comply with all Federal, State, and local laws. If there is a dispute between laws or regulations the contractor will comply with more restrictive law or regulation.
 - Contractor shall comply with all requirements of Occupational Safety and Health Administration standards and codes
 - Contractor shall notify county within 48 hours in cases involving prevention of removal of mobile home or recreational vehicle
 - If mobile home or recreational vehicle removed prior to arrival of contractor the contractor will be allowed to charge mileage from yard to abatement site and back to yard. Contractor will notify county within 24 hours of arriving at the site

- **Backup for Payment**
 - Copy of Removal Order
 - Copy of Invoice showing total costs and including beginning and ending mileage
 - Copy of receipt from scrap yard or recycling center (if applicable)
 - Copy of receipt from county landfill for disposal costs (if applicable)
 - Incomplete submittals to be returned to contractor for missing items prior to processing for payment
- **Fee Schedule**
 - See attached

RECEIVED
JUL 08 2008

PERSONAL SERVICE AGREEMENT TMA - PURCHASING

for

MOBILE HOME ABATEMENT SERVICES

Between

COUNTY OF RIVERSIDE

and

ALL COMMERCIAL TOWING SERVICES, LLC



This Agreement, made and entered into this 12 day of MAY, 2008, by and between ALL COMMERCIAL TOWING SERVICES, LLC (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

1. Description Of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, consisting of two (2) pages at the prices stated in Exhibit B, Fee Schedule, consisting of one (1) page.

1.2 CONTRACTOR represents that it has the skills, experience and knowledge necessary to fully and adequately perform under this Agreement, and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

2.1 This Agreement shall be effective upon signature of this Agreement by both parties and continue in effect through April 30, 2008, with the option to renew for four (4) additional years, renewable in one year increments by written amendment, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Fee Schedule. Maximum payments by COUNTY to CONTRACTOR shall not exceed ninety six thousand dollars (\$96,000) annually including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless

otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 No price increases will be permitted during the first year of this Agreement. All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas mobile home abatement services and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

Transportation Land Management Agency

PO Box 1605

Riverside CA 92505-1605

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (TLARC-07072-001-016-04/09); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.
- c) In accordance with California Government Code Section 926.10, COUNTY is not allowed to pay excess interest and late charges.

3.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any

reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated and have no further force and effect.

4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee are the only authorized COUNTY representatives who may at any time, by written order, make alterations to this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. Termination

5.1. COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

5.2 COUNTY may, upon five (5) days written notice, terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress so as to endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.3 After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

5.4 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement and at the rates set forth in Exhibit B.

5.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.6 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

6. Ownership/Use of Contract Materials and Products

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY; and may be used by the COUNTY for any purpose COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports or products without prior written authorization of the COUNTY.

7. Conduct of Contractor

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

8. Inspection of Service; Quality Control/Assurance

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected, the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess or evaluate CONTRACTOR's performance under this Agreement at any time upon reasonable notice to CONTRACTOR.

9. Independent Contractor

The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

10. Subcontract for Work or Services

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

11. Disputes

11.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement which is not resolved by the parties shall be decided by the COUNTY's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

12. Licensing And Permits

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

13. Use By Other Political Entities

The CONTRACTOR agrees to extend the same pricing, terms and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity in Riverside

County. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

14. Non-Discrimination

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

15. Records and Documents

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

16. Confidentiality

16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

16.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The

CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

17. Administration/Contract Liaison

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

18. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

Purchasing and Fleet Services
2980 Washington Street
Riverside, CA 92504
Attn: Walter Mack

CONTRACTOR

All Commercial Towing, LLC
9469 Bellgrave Ave
Glen Avon, CA 92509
Attn: Franco Barilla

19. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract

has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

21. Hold Harmless/Indemnification

21.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability, claim, damage or action whatsoever, based or asserted upon any act or omission of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, 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 settlements or awards, the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives 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 COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR's indemnification of COUNTY. CONTRACTOR's obligations hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal (or similar document) relieving the COUNTY 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 COUNTY.

21.2 In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CONTRACTOR from indemnifying the COUNTY to the fullest extent allowed by law.

22. Insurance

Without limiting or diminishing the CONTRACTOR's obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Agreement:

22.1 Workers' Compensation

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of the County of Riverside, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

22.2 Commercial General Liability

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name all Agencies, Districts, Special Districts, and Departments of the COUNTY of Riverside, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

22.3 Vehicle Liability

If CONTRACTOR'S vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name all Agencies, Districts, Special Districts, and Departments of the COUNTY of Riverside, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

22.4 General Insurance Provisions - All lines

a) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are

waived, in writing, by the COUNTY Risk Manager. If the COUNTY's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

b) The CONTRACTOR'S insurance carrier(s) must declare its insurance deductibles or self-insured retentions. If such deductibles or self-insured retentions exceed \$500,000 per occurrence such deductibles and/or retentions shall have the prior written consent of the COUNTY Risk Manager before the commencement of operations under this Agreement. Upon notification of deductibles or self insured retention's unacceptable to the COUNTY, and at the election of the Country's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such deductibles or self-insured retention's as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

c) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the COUNTY of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, or 2) if requested to do so orally or in writing by the COUNTY Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the COUNTY of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the COUNTY of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. ***CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements or policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.***

d) It is understood and agreed to by the parties hereto and the insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

e) The COUNTY'S Reserved Rights--Insurance. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work (such as the use of aircraft or watercraft) the COUNTY reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverage's currently required herein, if; in the COUNTY Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

f) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

g) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

23. General

23.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY.

23.2 Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

23.3 In the event the CONTRACTOR receives payment under this Agreement which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

23.4 CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

23.5 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims or encumbrances.

23.6 Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to

be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

23.7 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information and personnel.

23.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

23.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes or regulations which apply to performance under this Agreement.

23.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

23.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

23.12 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

COUNTY:

Purchasing and Fleet Services
2980 Washington Street
Riverside, CA 92504

CONTRACTOR:

All Commercial Towing, LLC
9469 Bellgrave Ave
Glen Avon, CA 92509

Signature: Walter Mack

Print Name: Walter Mack

Title: Procurement Contract Specialist

Dated: 5/12/2008

Signature: Franco J. Borilla

Print Name: Franco J. Borilla

Title: General Manager

Dated: 5/12/2008

EXHIBIT A SCOPE OF SERVICE

2.1 MOBILE HOME OR RECREATIONAL VEHICLE REMOVAL BACKGROUND

After the completion of all due process requirements as delineated in the California Code of Regulations, Title 25, and COUNTY Ordinance Number 457, Code Enforcement shall issue an "Order to Remove Mobile Home or Recreational Vehicle" (Form No. 285-302), hereinafter referred to as "Removal Order," for each separate mobile home or recreational vehicle to be abated which may also include the disconnection of utilities associated with the substandard mobile home or recreational vehicle. Mobile homes and recreational vehicles may be abated only after the delivery of a Removal Order to the CONTRACTOR. The CONTRACTOR shall complete the abatement as described on the Removal Order within ten (10) business days from receipt of the Removal Order. The only exception to this ten (10) business day standard shall be by Agreement of the CONTRACTOR and COUNTY, shall involve cases where removal of the mobile home or recreational vehicle is prohibited by circumstances such as; the intervention of outside parties, is a part of a separate large-scale project, or when the execution of a seizure warrant is necessary. In cases involving prevention of the removal of the mobile home or recreational vehicle thereof by an outside party, the CONTRACTOR shall notify COUNTY within forty-eight (48) hours.

A. Permits and Forms

1. Any Federal, State, or COUNTY required licenses, permits, or approvals shall be the sole and separate responsibility of the CONTRACTOR.

2.2 DISPOSING OF MOBILE HOMES AND RECREATIONAL VEHICLES

All mobile homes, recreational vehicles or parts thereof shall be removed by the CONTRACTOR from the property described on the Removal Order and shall be transported to a legal, authorized metal recycling facility, scrap yard, or COUNTY Landfill. The CONTRACTOR shall have the option of either transporting the entire mobile home or perform the required demolition and recycling activities on the site where the mobile home, recreational vehicle is located and then transporting all materials to an authorized facility. **Transportation and depositing of the mobile home or recreational vehicle in any other location other than an authorized facility is a violation of the California Code of Regulations and COUNTY Ordinance 457.** The CONTRACTOR shall certify that the abated mobile home, recreational vehicle or parts thereof, shall never be reconstructed or made operable. All license plates and insignia labels found on or within the mobile home or recreational vehicle being abated shall be removed by the CONTRACTOR and forwarded to COUNTY Code Enforcement Administration. All items that are not recycled for scrap metal shall be disposed of in a manner meeting all legal requirements of COUNTY Ordinance Number 615.

All mobile homes removed by the CONTRACTOR, his employees or representatives shall be destroyed unless salvaged. ALL salvaged items shall be itemized in a list and then presented to the COUNTY, Code Enforcement Division. **THE VALUE OF ALL SALVAGED ITEMS SHALL OFFSET THE COST CHARGED TO THE COUNTY FOR ABATEMENT.** Salvage slips showing the amount of the scrap rebate shall be submitted to COUNTY Code Enforcement at the time of invoice processing and reference the applicable removal order number.

In the event the offset amount exceeds the cost charged to the COUNTY, the difference shall be refunded to the COUNTY, to be credited to the property owner.

2.3 INSPECTION AND CERTIFICATION

Upon completion of the removal and disposal of the mobile home or recreational vehicle, the CONTRACTOR shall return to COUNTY Code Enforcement the following items:

- a) One (1) copy of the Removal Order with the Statement of Disposal section signed the original photograph of the abated mobile home or recreational vehicle (when provided by COUNTY Code Enforcement).
- b) One (1) copy of the invoice showing total costs due including beginning and ending mileage records.
- c) One (1) copy of the receipt from the scrap yard or recycling center used for the abatement of the mobile home or recreational vehicle (if applicable).
- d) One (1) copy of receipt from the county landfill for disposal costs (if applicable).
- e) Incomplete submittals will be returned to the CONTRACTOR for missing items prior to processing for payment. Upon receipt of a complete submittal, COUNTY Code Enforcement will conduct a site inspection and verify the satisfactory completion of the work.

2.4 CONTRACTORS REMOVAL ORDERS

The CONTRACTOR shall have the responsibility of obtaining the prepared Removal Orders within twenty-four (24) hours of notification from Code Enforcement.

2.5 PERSONAL PROPERTY

If personal property is found during the abatement process, all reasonable attempts shall be made to contact the property owner and return all items. Any personal property appropriated during abatement will be identified and brought to COUNTY Code Enforcement Divisions attention. **Any appropriation of personal property found while performing abatement for the COUNTY will be cause for immediate termination.**

2.6 MOBILE HOMES AND RECREATIONAL VEHICLES REMOVED FROM THE ABATEMENT SITE AFTER REMOVAL ORDER ISSUANCE

Upon arrival to the abatement site, if the CONTRACTOR verifies the mobile home or recreational vehicle has been removed by the property owner or other responsible party, the CONTRACTOR shall write on the removal order "mobile home" or "recreational vehicle removed by owner prior to arrival". Charges for these occurrences shall be limited to mileage for equipment (per mile traveled) from the CONTRACTOR yard to the abatement site and return to the CONTRACTOR yard. CONTRACTOR shall notify the COUNTY within 24 hours after arriving at site.

**EXHIBIT B
FEE SCHEDULE**

Rates apply to all COUNTY Districts 1, 2, 3, 4 and 5.

Mileage charge yard to abatement site and return yard: \$2.25 _____

Mileage charge from equipment from abate site to disposal site: \$ 2.25 _____

Disposal Fees: Billed back to COUNTY.

Mobile home abatement charges:

Single Wide: \$ 2900.00

Double Wide: \$ 3900.00

Triple Wide: \$ 5850.00

Travel Trailer: \$ 3.65 per square foot

Added Porch on Mobile Home: \$550.00

Extra Room on Mobile Home Site: \$ 550.00

Aluminum Carport or Porch Cover: \$ 425.00

Extra Load: \$550.00

Transport units, tractor trailers, truck with equipment trailer and boom truck per unit: \$ 115.00 per hour

Frame removal only if landoll needed: \$ 115.00 per hour

4 hour minimum for additional equipment and manpower if needed at job site: \$ 1660.00

No Fuel Surcharge Allowed

**COUNTY OF RIVERSIDE
AMENDMENT NO. 1 TO THE AGREEMENT
WITH
TOP WEST END, INC**

CONTRACTOR: Top West End, Inc
Contract Term: May 1, 2008 through April 30, 2013
Effective Date of Amendment: May 1, 2009
Contract Amount: \$96,000.00
Contract ID: TLARC-07072-002-016-06/09

The Agreement between Riverside County, herein referred to as COUNTY and Top West End, Inc, herein referred to as CONTRACTOR, is amended as follows:

1. On page 2 of the Agreement, amend Section 2 the "Period of Performance": To amend all reference to the Period of Performance from expiration of April 30, 2009 to a Period of Performance of May 1, 2009 through April 30, 2010, unless terminated as specified in Section 9 TERMINATION. All other terms of the Period of Performance in the Agreement shall apply.
2. All other terms and conditions of the Agreement are to remain unchanged.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Amendment.

County
Purchasing and Fleet Services
2980 Washington Street
Riverside, CA 92504

Contractor
Top West End, Inc
9469 Bellgrave Ave
Glen Avon, CA 92509

By: Walter Mack
Name: Walter Mack
Title: Procurement Contract Specialist
Date: June 25, 2009

By: Robert Watson
Name: Robert Watson
Title: Contractor
Date: 7-27-09

CONTRACT

County of Riverside

County of Riverside
 TLMA Administration
 P.O. Box 1605
 Riverside CA 92502
 USA

Vendor ID 0000011445
 Top West End Inc
 9649 Bellegrave Aveune
 Riverside CA 92509-2646
 USA

Dispatch via Print

Contract ID		Page	
TLARC-07072-002-06/30		1 of 1	
Contract Dates	Currency	Rate Type	Rate Date
07/01/2009 to 06/30/2010	USD	CRRNT	PO Date
Description:		Contract Maximum	
MOBILE HOME ABATEMENT YR2/5		90,000.00	
Allow Multicurrency PO			

Tax Exempt? N Tax Exempt ID:

Line #	Vendor Item ID	Item Desc	Minimum Order		Maximum / Open	
			Qty	Amt	Qty	Amt
1		MOBILE HOME ABATEMENT SERVICES	1.00	0.00	0.00	0.00

Pricing Agreement: **Pricing Date:**
 Pricing Quantity:
 Quantity Type:

PAYMENT TERMS - For calculating due dates for payment terms, the County will use either the date that the invoice is received by the County or the date the goods/services are received, which ever is later.

RFP TLARC-169 YEAR 2 OF 5 MAXIMUM ANNUAL AMOUNT \$96,000.00

MOBILE HOME ABATEMENT SERVICES ONLY. CONTRACT ON FILE WITH COUNTY PURCHASING

 Walter Mack Date
 Procurement Contract Specialist
 Voice: 951-955-9290
 Email: wnmack@co.riverside.ca.us
 Rates apply to all COUNTY Districts 1, 2, 3, 4 and 5.

Mileage charge yard to abatement site and return yard: \$3.00
 Mileage charge from equipment from abate site to disposal site: \$ 3.00
 Disposal Fees: Billed back to COUNTY.

Mobile home abatement charges:
 Single Wide: \$ 3000.00
 Double Wide: \$ 4000.00
 Triple Wide: \$ 6000.00
 Travel Trailer: \$ 3.50 per square foot
 Added Porch on Mobile Home: \$600.00
 Extra Room on Mobile Home Site: \$ 600.00
 Aluminum Carport or Porch Cover: \$ 450.00
 Extra Load: \$600.00
 Landoll: \$ 115.00 per hour
 Frame (Chassis) removal only: \$1500.00
 Discount of 10% available for two (2) or more mobile homes that are removed at the same site.
 Equipment must be placed in a safe location overnight.

No Fuel Surcharge Allowed

Final = The price is final after adjustments
 Hard = Apply adjustments regardless of other adjustments
 Skip = Skip adjustments if any other adjustments have been applied

Authorized Signature

CONTRACT

Dispatch via Print

County of Riverside

County of Riverside
TLMA Administration
P.O. Box 1605
Riverside CA 92502
USA

Vendor ID 0000011445
Top West End Inc
9649 Bellegrave Aveune
Riverside CA 92509-2646
USA

Rem. # 3

Contract ID		Page	
TLARC-07072-002-016-04/09		1 of 1	
Contract Dates	Currency	Rate Type	Rate Date
05/28/2008 to 04/30/2009	USD	CRRNT	PO Date
Description:		Contract Maximum	
MOBILE HOME ABATEMENT YR1/5		96,000.00	

Tax Exempt? N Tax Exempt ID:

Line #	Vendor Item ID	Item Desc	Minimum Order		Maximum / Open	
			Qty	Amt	Qty	Amt
1		MOBILE HOME ABATEMENT SERVICES	1.00	0.00	0.00	0.00

Pricing Agreement: Pricing Date:
Pricing Quantity:
Quantity Type:

PAYMENT TERMS - For calculating due dates for payment terms, the County will use either the date that the invoice is received by the County or the date the goods/services are received, which ever is later.

RFP TLARC-169 YEAR 1 OF 5 MAXIMUM ANNUAL AMOUNT \$96,000.00

MOBILE HOME ABATEMENT SERVICES ONLY. CONTRACT ON FILE WITH COUNTY PURCHASING

5/28/08-4/30/09
5/28/09-4/30/16

Walter Mack Date
Procurement Contract Specialist
Voice: 951-955-9290
Email: wmack@co.riverside.ca.us
Rates apply to all COUNTY Districts 1, 2, 3, 4 and 5.

Mileage charge yard to abatement site and return yard: \$3.00
Mileage charge from equipment from abate site to disposal site: \$ 3.00
Disposal Fees: Billed back to COUNTY.

Mobile home abatement charges:
Single Wide: \$ 3000.00
Double Wide: \$ 4000.00
Triple Wide: \$ 6000.00
Travel Trailer: \$ 3.50 per square foot
Added Porch on Mobile Home: \$600.00
Extra Room on Mobile Home Site: \$ 600.00
Aluminum Carport or Porch Cover: \$ 450.00
Extra Load: \$600.00
Landoll: \$ 115.00 per hour
Frame (Chassis) removal only: \$1500.00
Discount of 10% available for two (2) or more mobile homes that are removed at the same site.
Equipment must be placed in a safe location overnight.

No Fuel Surcharge Allowed

Final = The price is final after adjustments
Hard = Apply adjustments regardless of other adjustments
Skip = Skip adjustments if any other adjustments have been applied

Authorized Signature

Top West End Towing Services Mobile Home Abatement Contract Summary

Compensation

- \$96,000.00 annually including all expenses
- Per Government Code Section 926.10 County is not allowed to pay excess interest and late charges
- Value of all salvaged items shall offset cost charged to county for abatement. If offset amount exceeds cost charged the contractor will issue a refund for the difference to be credited to property owner

General

- Contractor shall notify county within 48 hours in cases involving prevention of removal of mobile home or recreational vehicle
- If mobile home or recreational vehicle removed prior to arrival of contractor the contractor will be allowed to charge mileage from yard to abatement site and back to yard. Contractor will notify county within 24 hours of arriving at the site

Backup for Payment

- Copy of Removal Order (2)
- Copy of Invoice showing total costs and including beginning and ending mileage (2)
- Copy of receipt from scrap yard or recycling center (if applicable) (2)
- Copy of receipt from county landfill for disposal costs (if applicable) (2)
- Incomplete submittals to be returned to contractor for missing items prior to processing for payment
- This will all come to Admin. Admin will interoffice copy for case file.

Fee Schedule

- All mobile homes will be billed at a flat rate in the appropriate category of single, double, or triple wide
- Mileage and any other charges are additional costs, and need to be approved by the county in advance
- Mobile home abatement charges
 - Single Wide: \$3,000.00
 - Double Wide: \$4,000.00
 - Triple Wide: \$6,000.00

Extras

- Added porch on mobile home: \$600.00
- Extra room on mobile home site: \$600.00
- Extra Load: \$600.00
- Aluminum carport or porch cover: \$450.00
- Mileage Charge
 - Yard to abatement site and return to yard: \$3.00
 - Equipment from abatement site to disposal site: \$3.00
- Other Charges
 - Travel Trailer: \$3.50 per square foot
 - Landoll: \$115.00 per hour
 - Frame (Chassis) removal only: \$1500.00
 - Discount of 10% available for two (2) or more mobile homes that are removed at the same site.
 - No fuel surcharge allowed
 - Disposal fees: Billed back to County

Top West End Towing Services Mobile Home Abatement Contract Summary

- **Time Period**
 - Entered into May 12th, 2008
 - Option to be renewed for four additional years, in one year increments by written amendments
- **Compensation**
 - \$96,000.00 annually including all expenses
 - No price increases during first year of agreement, and 30 days of advance notice in writing in the subsequent years
 - Invoices submitted by contractor within 15 days of last day of calendar month
 - Per Government Code Section 926.10 County is not allowed to pay excess interest and late charges
 - If contractor receives payment which is later disallowed by county for breaking terms of agreement the county will receive a refund for the amount or use it to offset current charges to contractor
 - Value of all salvaged items shall offset cost charged to county for abatement. If offset amount exceeds cost charged the contractor will issue a refund for the difference to be credited to property owner
- **Termination**
 - County may terminate the agreement without cause upon 30 days written notice served upon contractor
 - County may terminate the agreement upon 5 days notice if the contractor defaults or fails to comply with terms of agreement
 - County may charge contractor any costs incurred by county because of the contractor's failure to perform
- **Disputes**
 - Any dispute relating to agreement not resolved by parties shall be decided by County's Compliance Contract Officer
 - Prior to any legal action being filed the parties will be obligated to attend a mediation session in Riverside County before a neutral third party mediator. The parties will share the costs.
- **General**
 - Contractor shall not provide partial delivery or shipment of services or products unless specifically stated in the agreement
 - Contractor shall comply with all Federal, State, and local laws. If there is a dispute between laws or regulations the contractor will comply with more restrictive law or regulation.
 - Contractor shall comply with all requirements of Occupational Safety and Health Administration standards and codes
 - Contractor shall notify county within 48 hours in cases involving prevention of removal of mobile home or recreational vehicle
 - If mobile home or recreational vehicle removed prior to arrival of contractor the contractor will be allowed to charge mileage from yard to abatement site and back to yard. Contractor will notify county within 24 hours of arriving at the site

- **Backup for Payment**
 - Copy of Removal Order
 - Copy of Invoice showing total costs and including beginning and ending mileage
 - Copy of receipt from scrap yard or recycling center (if applicable)
 - Copy of receipt from county landfill for disposal costs (if applicable)
 - Incomplete submittals to be returned to contractor for missing items prior to processing for payment
- **Fee Schedule**
 - See attached

PERSONAL SERVICE AGREEMENT

for

MOBILE HOME ABATEMENT SERVICES

Between

COUNTY OF RIVERSIDE

and

TOP WEST END, INC



This Agreement, made and entered into this ____ day of _____, 2008, by and between TOP WEST END, INC., (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

1. Description Of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, consisting of two (2) pages at the prices stated in Exhibit B, Fee Schedule, consisting of one (1) page.

1.2 CONTRACTOR represents that it has the skills, experience and knowledge necessary to fully and adequately perform under this Agreement, and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

2.1 This Agreement shall be effective upon signature of this Agreement by both parties and continue in effect through April 30, 2008, with the option to renew for four (4) additional years, renewable in one year increments by written amendment, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Fee Schedule. Maximum payments by COUNTY to CONTRACTOR shall not exceed ninety six thousand dollars (\$96,000) annually including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 No price increases will be permitted during the first year of this Agreement. All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas mobile home abatement services and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

Transportation Land Management Agency

PO Box 1605

Riverside CA 92505-1605

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (TLARC-07072-002-016-04/09); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.
- c) In accordance with California Government Code Section 926.10, COUNTY is not allowed to pay excess interest and late charges.

3.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated and have no further force and effect.

4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee are the only authorized COUNTY representatives who may at any time, by written order, make alterations to this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. Termination

5.1 COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

5.2 COUNTY may, upon five (5) days written notice, terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress so as to endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.3 After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

5.4 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement and at the rates set forth in Exhibit B.

5.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by

CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.6 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

6. Ownership/Use of Contract Materials and Products

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY; and may be used by the COUNTY for any purpose COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports or products without prior written authorization of the COUNTY.

7. Conduct of Contractor

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

8. Inspection of Service; Quality Control/Assurance

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate

cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected, the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess or evaluate CONTRACTOR's performance under this Agreement at any time upon reasonable notice to CONTRACTOR.

9. **Independent Contractor**

The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

10. Subcontract for Work or Services

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

11. Disputes

11.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement which is not resolved by the parties shall be decided by the COUNTY's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

12. Licensing And Permits

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

13. Use By Other Political Entities

The CONTRACTOR agrees to extend the same pricing, terms and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity in Riverside

County. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

14. **Non-Discrimination**

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

15. **Records and Documents**

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

16. **Confidentiality**

16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

16.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The

CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

17. Administration/Contract Liaison

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

18. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

Purchasing and Fleet Services
2980 Washington Street
Riverside, CA 92504
Attn: Walter Mack

CONTRACTOR

Top West End, Inc
9469 Bellgrave Ave
Glen Avon, CA 92509
Attn: Robert Watson

19. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract

has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

21. Hold Harmless/Indemnification

21.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability, claim, damage or action whatsoever, based or asserted upon any act or omission of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, 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 settlements or awards, the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives 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 COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR's indemnification of COUNTY. CONTRACTOR's obligations hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal (or similar document) relieving the COUNTY 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 COUNTY.

21.2 In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CONTRACTOR from indemnifying the COUNTY to the fullest extent allowed by law.

22. Insurance

Without limiting or diminishing the CONTRACTOR's obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Agreement:

22.1 Workers' Compensation

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of the County of Riverside, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

22.2 Commercial General Liability

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name all Agencies, Districts, Special Districts, and Departments of the COUNTY of Riverside, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

22.3 Vehicle Liability

If CONTRACTOR'S vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name all Agencies, Districts, Special Districts, and Departments of the COUNTY of Riverside, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

22.4 General Insurance Provisions - All lines

a) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are

waived, in writing, by the COUNTY Risk Manager. If the COUNTY's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

b) The CONTRACTOR'S insurance carrier(s) must declare its insurance deductibles or self-insured retentions. If such deductibles or self-insured retentions exceed \$500,000 per occurrence such deductibles and/or retentions shall have the prior written consent of the COUNTY Risk Manager before the commencement of operations under this Agreement. Upon notification of deductibles or self insured retention's unacceptable to the COUNTY, and at the election of the Country's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such deductibles or self-insured retention's as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

c) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the COUNTY of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, or 2) if requested to do so orally or in writing by the COUNTY Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the COUNTY of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the COUNTY of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. ***CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements or policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.***

d) It is understood and agreed to by the parties hereto and the insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

e) The COUNTY'S Reserved Rights--Insurance. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work (such as the use of aircraft or watercraft) the COUNTY reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverage's currently required herein, if, in the COUNTY Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

f) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

g) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

23. General

23.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY.

23.2 Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

23.3 In the event the CONTRACTOR receives payment under this Agreement which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

23.4 CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

23.5 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims or encumbrances.

23.6 Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to

be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

23.7 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information and personnel.

23.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

23.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes or regulations which apply to performance under this Agreement.

23.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

23.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

23.12 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

COUNTY:

Purchasing and Fleet Services
2980 Washington Street
Riverside, CA 92504

CONTRACTOR:

Top West End, Inc.
9469 Bellgrave Ave
Glen Avon, CA 92509

Signature: Walter Mack

Print Name: Walter Mack

Title: Procurement Contract Specialist

Dated: 5/28/2008

Signature: Hattie Crumney

Print Name: Hattie Crumney

Title: Manager

Dated: 5.28.08

**EXHIBIT A
SCOPE OF SERVICE**

2.1 MOBILE HOME OR RECREATIONAL VEHICLE REMOVAL BACKGROUND

After the completion of all due process requirements as delineated in the California Code of Regulations, Title 25, and COUNTY Ordinance Number 457, Code Enforcement shall issue an "Order to Remove Mobile Home or Recreational Vehicle" (Form No. 285-302), hereinafter referred to as "Removal Order," for each separate mobile home or recreational vehicle to be abated which may also include the disconnection of utilities associated with the substandard mobile home or recreational vehicle. Mobile homes and recreational vehicles may be abated only after the delivery of a Removal Order to the CONTRACTOR. The CONTRACTOR shall complete the abatement as described on the Removal Order within ten (10) business days from receipt of the Removal Order. The only exception to this ten (10) business day standard shall be by Agreement of the CONTRACTOR and COUNTY, shall involve cases where removal of the mobile home or recreational vehicle is prohibited by circumstances such as; the intervention of outside parties, is a part of a separate large-scale project, or when the execution of a seizure warrant is necessary. In cases involving prevention of the removal of the mobile home or recreational vehicle thereof by an outside party, the CONTRACTOR shall notify COUNTY within forty-eight (48) hours.

A. Permits and Forms

1. Any Federal, State, or COUNTY required licenses, permits, or approvals shall be the sole and separate responsibility of the CONTRACTOR.

2.2 DISPOSING OF MOBILE HOMES AND RECREATIONAL VEHICLES

All mobile homes, recreational vehicles or parts thereof shall be removed by the CONTRACTOR from the property described on the Removal Order and shall be transported to a legal, authorized metal recycling facility, scrap yard, or COUNTY Landfill. The CONTRACTOR shall have the option of either transporting the entire mobile home or perform the required demolition and recycling activities on the site where the mobile home, recreational vehicle is located and then transporting all materials to an authorized facility. **Transportation and depositing of the mobile home or recreational vehicle in any other location other than an authorized facility is a violation of the California Code of Regulations and COUNTY Ordinance 457.** The CONTRACTOR shall certify that the abated mobile home, recreational vehicle or parts thereof, shall never be reconstructed or made operable. All license plates and insignia labels found on or within the mobile home or recreational vehicle being abated shall be removed by the CONTRACTOR and forwarded to COUNTY Code Enforcement Administration. All items that are not recycled for scrap metal shall be disposed of in a manner meeting all legal requirements of COUNTY Ordinance Number 615.

All mobile homes removed by the CONTRACTOR, his employees or representatives shall be destroyed unless salvaged. ALL salvaged items shall be itemized in a list and then presented to the COUNTY, Code Enforcement Division. **THE VALUE OF ALL SALVAGED ITEMS SHALL OFFSET THE COST CHARGED TO THE COUNTY FOR ABATEMENT.** Salvage slips showing the amount of the scrap rebate shall be submitted to COUNTY Code Enforcement at the time of invoice processing and reference the applicable removal order number.

In the event the offset amount exceeds the cost charged to the COUNTY, the difference shall be refunded to the COUNTY, to be credited to the property owner.

2.3 INSPECTION AND CERTIFICATION

Upon completion of the removal and disposal of the mobile home or recreational vehicle, the CONTRACTOR shall return to COUNTY Code Enforcement the following items:

- a) One (1) copy of the Removal Order with the Statement of Disposal section signed the original photograph of the abated mobile home or recreational vehicle (when provided by COUNTY Code Enforcement).
- b) One (1) copy of the invoice showing total costs due including beginning and ending mileage records.
- c) One (1) copy of the receipt from the scrap yard or recycling center used for the abatement of the mobile home or recreational vehicle (if applicable).
- d) One (1) copy of receipt from the county landfill for disposal costs (if applicable).
- e) Incomplete submittals will be returned to the CONTRACTOR for missing items prior to processing for payment. Upon receipt of a complete submittal, COUNTY Code Enforcement will conduct a site inspection and verify the satisfactory completion of the work.

2.4 CONTRACTORS REMOVAL ORDERS

The CONTRACTOR shall have the responsibility of obtaining the prepared Removal Orders within twenty-four (24) hours of notification from Code Enforcement.

2.5 PERSONAL PROPERTY

If personal property is found during the abatement process, all reasonable attempts shall be made to contact the property owner and return all items. Any personal property appropriated during abatement will be identified and brought to COUNTY Code Enforcement Divisions attention. **Any appropriation of personal property found while performing abatement for the COUNTY will be cause for immediate termination.**

2.6 MOBILE HOMES AND RECREATIONAL VEHICLES REMOVED FROM THE ABATEMENT SITE AFTER REMOVAL ORDER ISSUANCE

Upon arrival to the abatement site, if the CONTRACTOR verifies the mobile home or recreational vehicle has been removed by the property owner or other responsible party, the CONTRACTOR shall write on the removal order "mobile home" or "recreational vehicle removed by owner prior to arrival". Charges for these occurrences shall be limited to mileage for equipment (per mile traveled) from the CONTRACTOR yard to the abatement site and return to the CONTRACTOR yard. CONTRACTOR shall notify the COUNTY within 24 hours after arriving at site.

**EXHIBIT B
FEE SCHEDULE**

Rates apply to all COUNTY Districts 1, 2, 3, 4 and 5.

Mileage charge yard to abatement site and return yard: \$3.00

Mileage charge from equipment from abate site to disposal site: \$ 3.00

Disposal Fees: Billed back to COUNTY.

Mobile home abatement charges:

Single Wide: \$ 3000.00

Double Wide: \$ 4000.00

Triple Wide: \$ 6000.00

Travel Trailer: \$ 3.50 per square foot

Added Porch on Mobile Home: \$600.00

Extra Room on Mobile Home Site: \$ 600.00

Aluminum Carport or Porch Cover: \$ 450.00

Extra Load: \$600.00

Landoll: \$ 115.00 per hour

Frame (Chassis) removal only: \$1500.00

**Discount of 10% available for two (2) or more mobile homes that are removed at the same site.
Equipment must be placed in a safe location overnight.**

No Fuel Surcharge Allowed