



CITY COUNCIL STAFF REPORT

DATE: SEPTEMBER 16, 2015 CONSENT CALENDAR
SUBJECT: APPROVE A CONTRACT SERVICES AGREEMENT FOR CLAIMS
ADJUSTMENT AND ADMINISTRATIVE SERVICES WITH CARL
WARREN & COMPANY THROUGH JUNE 30, 2018.
FROM: David H. Ready, City Manager
BY: City Attorney and City Clerk

SUMMARY

The City Council will consider a new agreement with Carl Warren & Company for a three year term through June 30, 2018, to provide the City with claims adjustment and administration services.

RECOMMENDATION:

1. Approve Agreement No. A5322 with Carl Warren & Company, for claims adjustment and administrative services through June 30, 2018.
2. Authorize the City Manager to execute the Agreement.

STAFF ANALYSIS

Carl Warren & Company has provided claims adjustment and administrative services to the City of Palm Springs and acted as its Third Party Administrator since 2006.

Carl Warren & Company has proposed a new agreement, rather than an extension, for a three year period, to provide claims adjustment and administrative services to the City. Under the terms of the former agreement and the related extensions, the City paid Carl Warren & Company an hourly fee (\$56.00 per hour during the last fiscal year) and a small annual retainer (\$4,800), coupled with a not-to-exceed annual amount of \$65,000 per year.

The new agreement proposes a continuation of the hourly rate of \$56.00 per hour for the first three months of the fiscal year (July through September) and a flat annual rate of \$29,625 for the first year, \$40,300 for the second year, and \$41,100 for the last year.

These rates were negotiated on the basis of the average number of claims filed over the last three years (58 per year). In the event the number of annual cases exceeds 75 or decreases to less than 40, either party can request a one-time rate adjustment over the life of the agreement and the Parties will be required to “promptly meet and confer on the request.”

The agreement also provides that the maximum annual rate, if adjusted, cannot exceed \$50,000 in any fiscal year. The City Attorney anticipates that there may be incidental costs and expenses and recommends that the annual budget for the agreement continues to be maintained at \$65,000 per year.

Due to the specialized nature of claims administration, the City Manager, City Attorney, and City staff recommends continuing the City's relationship with Carl Warren & Company for as-needed claims administration and adjustment services.

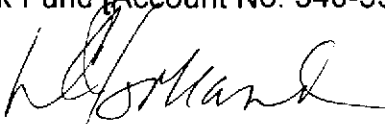
Carl Warren & Company has provided claim and litigation management service since 1944, and serves over 650 clients including but not limited to numerous public agencies throughout the country, including several local cities.

Staff recommends the flat rate contract, rather than the previous agreement billed on a time and materials basis. It is difficult to estimate the number of claims and the complexity of claims filed against the City in any given year, and yet provides the flexibility needed for a sudden change in the number of claims. The proposed agreement flattens the yearly expense for claims administration, and avoids the up or down spikes that may be experienced on a time and materials basis agreement.

Last fiscal year, the City paid Carl Warren & Company just over \$40,000 for services.

FISCAL IMPACT:

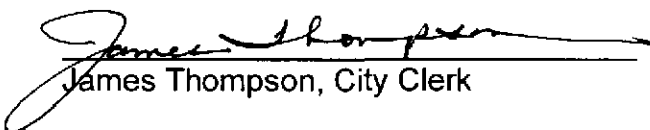
The overall compensation pursuant to the Agreement is capped at \$50,000 per year for the term of the Agreement, and provides for certain incidental reimbursable expenses up to \$15,000 per year for a total amount maximum amount of \$65,000. This is an approved Fiscal Year 2015-16 budgeted expense, sufficient funds are budgeted in the Risk Fund [Account No. 540-5904-48415] for the anticipated cost of the contract.



Douglas Holland, City Attorney



David H. Ready, City Manager



James Thompson, City Clerk

Attachment: Agreement with Carl Warren and Company



CARL WARREN & COMPANY

THIRD PARTY CLAIMS ADMINISTRATION CONTRACT

THIS AGREEMENT, entered into effective July 1, 2015 by and between City of Palm Springs hereinafter called "PRINCIPAL," and Carl Warren & Company, hereinafter called "CONTRACTOR," is for certain services as outlined in connection with the duties and responsibilities of administering a program of self-insurance.

WITNESSETH

WHEREAS, PRINCIPAL has undertaken to self-insure and is in need of a qualified third party to whom to delegate the responsibilities and duties of administering said partially self-insured commercial general liability insurance program (the "Self Insurance program"), and

WHEREAS, CONTRACTOR is engaged in the supervision and administration of programs for commercial general liability self-insurance,

NOW, THEREFORE, PRINCIPAL and CONTRACTOR mutually understand and agree as follows:

1. GENERAL

CONTRACTOR shall: (a) supervise and administer the Self-Insurance program for PRINCIPAL; (b) represent the PRINCIPAL in all matters related to the investigation, adjustment, processing, supervision and resolution of liability claims for money damages asserted by third parties against the PRINCIPAL (and other participants in the program as specified); and (c) provide to PRINCIPAL during the Term (as defined below) all the services more particularly set forth hereinafter.

2. INVESTIGATIVE SERVICES

CONTRACTOR shall provide complete investigative and analytical services including, but not limited to: (a) receipt and examination of all reports of accidents, incidents, claims or cases which are or may be the subject of such claims reported by PRINCIPAL to CONTRACTOR; and (b) the investigation of such accidents, incidents, claims or cases where examination warrants such investigation or when requested by PRINCIPAL, such investigation to include on-site investigation, photographs, interviewing of witnesses, determination of losses and other such investigative services necessary to determine liability and loss.

3. SETTLEMENT AUTHORITY

CONTRACTOR will promptly notify PRINCIPAL in writing of any claim which, excluding administration, adjusting, defense, all amounts payable to CONTRACTOR hereunder, and other costs and expenses, is reasonably expected in CONTRACTOR'S opinion to result in total settlement payments in excess of the settlement authority limit that is agreed upon by PRINCIPAL and CONTRACTOR (the "Authority Limit"). Such Authority Limit shall be set forth in an



addendum to this Agreement, substantially in the form attached hereto as Exhibit A, and which is referred to herein as the "Payment Guidelines". Such Payment Guidelines will be binding on the parties, and incorporated into this Agreement, when executed by both parties. From time to time during the Term, the Payment Guidelines may be adjusted by mutual agreement of the parties, with each revised Payment Guidelines superseding any previously adopted Payment Guidelines and becoming binding on the parties, and incorporated into this Agreement, when executed by both parties.

4. CLAIMS ADJUSTMENT SERVICES

CONTRACTOR shall provide complete claims adjustment services on each accident or incident that may be the subject of a claim against the PRINCIPAL which is reported to CONTRACTOR by the PRINCIPAL. Such services shall include, but not be limited to (a) the maintenance of a claim file on each potential or actual claim reported to CONTRACTOR; (b) whenever its investigation results in a determination that PRINCIPAL has sustained a liability to a third party, CONTRACTOR shall process any such claim or potential claim for settlement in accordance with the PRINCIPAL'S instructions for settlement of such claims, as set forth in the Payment Guidelines; and (c) obtaining all release agreements or proofs of loss on settlement of any claim or potential claim. If subrogation is pursued, the rates in Section 9 will apply unless a separate contingency fee agreement is agreed to by PRINCIPAL and CONTRACTOR.

5. ADMINISTRATIVE SERVICES

CONTRACTOR shall provide the following administrative services: (a) assignment of a Principal Account Adjuster to the PRINCIPAL; (b) providing PRINCIPAL with electronic access to all reported claims during the term of this Agreement, indicating the status of each reported open claim assigned to CONTRACTOR, the details of each such claim, the outstanding reserves for each claim and details of all claim payments; and (c) periodic review and adjusting of reserves on all open claims.

6. LEGAL SUPPORT SERVICES

CONTRACTOR shall provide the following legal support services on each claim wherein the claimant has commenced litigation: (a) Upon notification by PRINCIPAL that litigation has been filed on an open claim, CONTRACTOR shall notify PRINCIPAL and, in accordance with PRINCIPAL'S instructions, the PRINCIPAL'S excess insurance carrier and/or excess reporting authority, pool or group (the "excess entity") and/or trial attorney assigned by PRINCIPAL to handle the case and provide such excess entity and/or trial attorney with all information and files concerning claim; (b) maintain liaison with PRINCIPAL'S excess entity and/or trial attorney and provide such investigation services as are required by such attorney during pre-trial and trial stages; and (c) assist PRINCIPAL'S excess entity and/or trial attorney with discovery and other legal processes.

7. SUBROGATION SERVICES

If the Fee Schedule in Section 9 shows that CONTRACTOR will be providing subrogation services, CONTRACTOR shall: Supervise and administer the subrogation program for PRINCIPAL, represent PRINCIPAL in all matters related to the investigation, collecting processing, supervision and resolution of subrogation claims, against third parties, for damage to PRINCIPAL'S property.



This Agreement does not include recovery of damages or cost relating to Workers Compensation Claims, presented by PRINCIPAL'S employees.

CONTRACTOR shall provide complete collection services to PRINCIPAL, including receipt and examination of all reports of accident, incidents, claims or cases which are or may be the subject of a subrogation claim. The investigation of such accidents, incidents, claims or cases will include determining responsibility, establishing damage amount, pursuing collection, negotiating settlements and processing of monetary recovery.

8. TERM OF AGREEMENT

The term of the Agreement (the "Term") shall commence on July 1, 2015 and continue until June 30, 2018, unless terminated earlier as provided in Section 13 herein.

9. PRICING

PRINCIPAL agrees to pay the following claim handling and service fees for CONTRACTOR'S services:

Liability Claims Administration Services

Adjusting Services	Fixed Annual Fee*
Year 1	\$29,625**
Year 2	\$40,300
Year 3	\$41,100
OFAC/ISO/MMSEA/FIELD	Included
*Annual fees to be billed in monthly installments. ** Annualized rate is \$39,500; Contractor will be paid on the Fixed Annual Fee as stated for October, 2015 through June, 2016. For July, 2015 through September, 2015, Contractor shall be paid on hourly basis at the rate of \$56.00 per hour.	

The PARTIES acknowledge that the City has averaged 58 claims per year for the last three years. In the event the number of claims increases to 75 or more per year or decreases to 40 or fewer, either PARTY may request a revision of this fee schedule no more than once during the term of this Agreement after July 1, 2016. The PARTIES shall meet and confer in good faith to adjust the rate to reflect any such increase or decrease; in no event, however, shall the rate be increased to an amount that exceeds \$50,000.00 in any one fiscal year. The PARTY requesting the fee adjustment will provide a minimum of ninety (90) days prior notice of any such request to revise the fee schedule to the other PARTY and the PARTIES shall promptly meet and confer on the request.



The above fee schedule for the services does not include "Allocated Expenses", defined to mean customary and usual costs and expenses incurred and/or paid by CONTRACTOR on PRINCIPAL'S behalf in connection with the investigation, adjustment, settlement or defense of a claim and approved by PRINCIPAL in advance. Such costs and expenses include, but are not limited to, professional photography, police reports, independent medical examinations, professional engineering services, laboratory services, bulk copy jobs, private investigators, legal costs and fees and work performed by accountants. CONTRACTOR shall charge PRINCIPAL for non-staff investigators or adjusters when, in the opinion of CONTRACTOR, such assistance is necessary and reasonably related to the monetary exposure and the PRINCIPAL has concurred in advance with the retention of such investigators or adjusters. Allocated Expenses do not include the fees payable to CONTRACTOR pursuant to the fee schedule in this Section 9, nor the salaries, wages or benefits paid to CONTRACTOR'S employees or office and other overhead expenses associated with the performance of the services hereunder by CONTRACTOR.

Charges for non-file-related professional services performed at the specific request of PRINCIPAL will be billed on an as quoted basis.

10. DATA PROCESSING

- a. The following standard services are included in this services provided pursuant to this Agreement - claims data electronically for up to three recipients and access to mycarlwarren.com for up to three users. For security purposes, access to mycarlwarren and any subscriptions will automatically terminate at the end of twelve (12) months. PRINCIPAL shall be responsible for notifying CONTRACTOR to renew user subscriptions and access or to substitute users.
- b. Additional users or recipients shall be charged on a per person basis at an annual fee of \$250.
- c. Special reports, new reports and data feeds can also be requested. They are subject to a cost per quote at a rate per project or per hour once the scope has been agreed upon. CONTRACTOR does not possess any interest, title, lien or right to any client data or records. Therefore, upon termination of the contract, CONTRACTOR is relieved of all obligations to provide data processing services to PRINCIPAL and will deliver to PRINCIPAL all data and records in a readily available excel or PDF format. If a different format is desired by PRINCIPAL, CONTRACTOR will provide it to PRINCIPAL at an agreed upon and reasonable cost and timeline.

11. PRINCIPAL'S RESPONSIBILITIES

PRINCIPAL shall provide CONTRACTOR with copies of all relevant documents upon request and without charge and shall make available any PRINCIPAL employee for interviews by CONTRACTOR at reasonable times concerning any investigation of a claim or incident pursuant to this Agreement.

CONTRACTOR shall bill PRINCIPAL and furnish PRINCIPAL with invoices for services rendered in accordance with the fee schedule set forth in the Agreement. Each invoice will include the claim or



other matters for which a fee is being charged and the amount of the associated fee for that claim or matter. All sums due hereunder shall be paid by delivery of PRINCIPAL'S check, or wire transfer to CONTRACTOR'S offices located at the address set forth herein, within thirty (30) days following the invoice date. If any amount invoiced is in dispute, PRINCIPAL shall pay the undisputed amount and notify CONTRACTOR within thirty (30) days after the invoice date of the disputed portion; failure by PRINCIPAL to deliver written notice to CONTRACTOR of dispute with regard to any portion of an invoice within such time frame shall be deemed acceptance of the entire invoice by PRINCIPAL. Fees not paid in full within thirty (30) days of the invoice date (excluding any good faith disputed amount for which PRINCIPAL has delivered a written notice of dispute in accordance with this Section 11), at CONTRACTOR'S option, will be subject to per annum interest at the lower of (i) 18% or (ii) the maximum interest rate permitted by applicable law, calculated from the due date to the date payment is received by CONTRACTOR. For invoices not paid in full within thirty (30) days of the invoice date, CONTRACTOR will notify PRINCIPAL of such failure to pay and if PRINCIPAL does not cure such failure in full (excluding any good faith disputed amount for which PRINCIPAL has delivered a written notice of dispute in accordance with this Section 11) within ten (10) business days after the date of such notice (the "cure period"), CONTRACTOR may, without waiving any other rights or remedies to which it may be entitled, as of the first business day following the cure period, immediately limit access to data, suspend and/or terminate this Agreement, and/or seek collection of all amounts due, including by sending outstanding invoices to a collection agency. PRINCIPAL will reimburse any costs and expenses (including, but not limited to, the fees of a collection service and reasonable attorneys' fees) incurred by CONTRACTOR to collect any amount that is not paid when due.

12. CONFLICT OF INTEREST

In the event a claim or incident is reported to CONTRACTOR by PRINCIPAL and it is determined that the actual or potential claimants therein are also clients of CONTRACTOR, then CONTRACTOR shall immediately notify PRINCIPAL of such potential conflict of interest so PRINCIPAL may have the option to choose an independent investigator and adjuster.

13. CANCELLATION OF AGREEMENT

- a. Voluntary Termination. This Agreement may be terminated at any time by either party, without cause, by giving the other party not less than sixty (60) days prior written notice of such termination.
- b. Termination for Cause. This Agreement shall terminate at the election of PRINCIPAL or CONTRACTOR if the other party breaches any material provision of this Agreement and fails to cure such breach within ten (10) business days after written notice thereof is given to the party, or in the event the breach is not capable of being cured within such ten (10) business day period, the breaching party has not commenced good faith efforts to cure such default within ten (10) business days and continued thereafter in good faith to diligently pursue the completion of such cure. Failure of PRINCIPAL to comply with Section 11 PRINCIPAL'S RESPONSIBILITIES shall qualify as cause under this Section.
- c. Termination by CONTRACTOR. CONTRACTOR may terminate this Agreement pursuant to Section 17(f).



14. DISPOSITION OF FILES ON TERMINATION OF AGREEMENT

- a. All files on each claim shall be property of the PRINCIPAL.
- b. In the event of expiration of the Agreement, non-renewal thereof, or cancellation, CONTRACTOR shall bill the PRINCIPAL, subject to the rates quoted in Section 9 herein above, for work completed by CONTRACTOR on each claim. Upon receipt of payment of outstanding invoices (including those in Section 14(c) below), CONTRACTOR shall promptly forward all completed and pending claim files to the PRINCIPAL unless PRINCIPAL requests CONTRACTOR to continue to process any files on a time and expense basis as provided for in the CONTRACTOR'S Rate Manual at the time such services are rendered.
- c. PRINCIPAL agrees to pay CONTRACTOR for the internal and/or external cost of retaining, storing, retrieving, logging, packing and shipping files which are stored on or off premises by CONTRACTOR.

15. HOLD HARMLESS

- a. PRINCIPAL'S Indemnification Obligation. PRINCIPAL agrees it will indemnify, defend and hold harmless CONTRACTOR and its affiliates, and their respective officers, directors, employees, agents, attorneys, shareholders, and their successors and assigns (collectively "CONTRACTOR Indemnity"), from and against any loss, claim, damage, cost or expense, including but not limited to reasonable attorney's fees and costs, that such CONTRACTOR Indemnity may incur arising out of, in connection with, or in any way related to the performance of CONTRACTOR'S duties and obligations under this Agreement except claims solely resulting from or arising out of:
 - (i) acts of CONTRACTOR performed in bad faith or failures to act occurring as a result of CONTRACTOR'S negligence resulting in a breach of CONTRACTOR'S duties and obligations under this Agreement; or
 - (ii) acts of CONTRACTOR which exceed the authority granted to it by PRINCIPAL under this Agreement; or
 - (iii) acts or failures to act of CONTRACTOR which are not in compliance with lawful written instructions issued by PRINCIPAL to CONTRACTOR provided such instructions are consistent with the scope, objectives and terms of this Agreement.
- b. CONTRACTOR'S INDEMNIFICATION OBLIGATION. CONTRACTOR agrees it will indemnify, defend and hold harmless PRINCIPAL and its respective affiliates, and their respective officers, directors, employees, agents, attorneys, shareholders, and their successors and assigns (collectively "PRINCIPAL Indemnity"), from and against any loss, claim, damage, cost or expense, including but not limited to reasonable attorney's fees and costs, that such PRINCIPAL Indemnity may incur solely resulting from or arising out of:
 - (i) acts of CONTRACTOR performed in bad faith or failures to act occurring as a result of CONTRACTOR'S negligence resulting in a breach of CONTRACTOR'S duties and obligations under this Agreement; or



- (ii) acts of CONTRACTOR which exceed the authority granted to it by PRINCIPAL under this Agreement; or
 - (iii) acts or failures to act of CONTRACTOR which are not in compliance with lawful written instructions issued by PRINCIPAL to CONTRACTOR provided such instructions are consistent with the scope, objectives and terms of this Agreement.
- c. Limitations on CONTRACTOR's Indemnity Obligations. CONTRACTOR'S indemnification obligations set forth in this Agreement shall apply only to the extent such obligations solely relate to or solely arise in connection with claims serviced by CONTRACTOR during the Term and under the scope of this Agreement.
- d. Survival of Obligations. The obligations of the parties set forth in this Section 15 shall survive termination of this Agreement.

16. AUDITS

The CONTRACTOR'S files shall be made available for audits at any time upon reasonable notice. Reasonable notice shall be defined as thirty (30) days or as otherwise agreed by the parties. If special retrieval or shipment of the requested files is necessary, PRINCIPAL shall reimburse CONTRACTOR at cost. The CONTRACTOR reserves the right to reject an auditor proposed by PRINCIPAL if the proposed auditor may gain an unfair competitive advantage over CONTRACTOR by conducting such an audit.

17. INSURANCE

a. Contractor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with Contractor's performance. The cost of such insurance shall be borne by Contractor. Failure to procure and/or maintain the proper Insurance is grounds for termination of this Agreement.

b. The Contractor shall maintain the following minimum insurance coverage:

(i) Commercial General Liability insurance in an amount no less than \$1,000,000 per occurrence with an aggregate of no less than twice the per occurrence limit. Such insurance shall be endorsed to name the Principal and their respective officers, agents and employees as additional insureds.

(ii) Business Automobile Liability insurance in an amount no less than \$1,000,000 per accident. Such insurance shall include coverage for owned, hired and non-owned autos.

(iii) Workers' Compensation insurance meeting all statutory benefit requirements of the Labor Code of the State of California and Employers Liability insurance with a minimum limit of \$1,000,000 each accident for bodily injury or disease. The workers' compensation insurance shall be endorsed to waive any right to subrogation against the Principal, and their respective officers, agents and employees.



(iv) Professional Errors & Omissions insurance with a minimum limit of \$1,000,000 per occurrence with an aggregate of no less than twice the per occurrence limit.

(v) Crime/Employee Dishonesty: \$1,000,000 to include employee dishonesty, disappearance, theft, and forgery or alteration coverage in a form and issued by an insurance or bonding company or companies acceptable to the Principal.

c. The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

(i) The Principal, and its respective officers, agents and employees are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor.

(ii) For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the Principal, and their respective officers, agents and employees. Any insurance or self-insurance maintained by Principal, and their respective officers, agents and employees, shall be excess of the Contractor's insurance and shall not contribute with it.

(iii) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Principal.

d. Within thirty (30) days of execution of this Agreement, Contractor shall provide the Principal with a certificate of insurance and required endorsements evidencing that such Insurance has been obtained and is in full force and effect. Such coverage shall provide thirty (30) calendar days' notice of intent to cancel or non-renewal to the Principal.

e. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-:VII, unless otherwise acceptable to the Principal.

f. Verification of Coverage. Prior to commencement of work, Contractor shall furnish the Principal with original certificates and required endorsements effecting coverage required by this clause. The Principal reserves the right to require complete, certified copies of all required Insurance policies, including endorsements affecting the coverage required by these specifications at any time.

18. MISCELLANEOUS

- a. Governing Law. This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of California.
- b. Amendments, etc. Neither this Agreement nor any of the terms hereof may be amended, changed, waived, discharged or terminated except by an instrument in writing signed by both of the parties hereto.
- c. No Waiver. No delay on the part of any party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any waiver on the part of any party hereto



of any such right, power or privilege, or any single or partial exercise of any such right, power or privilege, preclude any further exercise thereof or the exercise of any other right, power or privilege.

- d. Severability. If any part of this Agreement is contrary to, prohibited by or deemed invalid under, any applicable law of any jurisdiction, then such provision shall, as to such jurisdiction, be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, without invalidating the remainder hereof or affecting the validity or enforceability of such provision in any other jurisdiction.
- e. Independent Contractor. At all times during the term of this Agreement, CONTRACTOR shall be deemed to be an independent contractor to PRINCIPAL acting in the capacity as PRINCIPAL'S agent subject to the limited authority granted herein. Nothing contained in this Agreement shall be deemed to create the relationship of employer and employee, partners, or joint ventures between PRINCIPAL and CONTRACTOR. CONTRACTOR shall not act as an insurer, nor shall it be ultimately financially responsible for payment or satisfaction of Claims or causes of action against PRINCIPAL.
- f. Current Law & Regulation. This Agreement is entered into with the understanding that existing Federal, State or other jurisdictional regulations will remain in effect for the duration of this Agreement. PRINCIPAL agrees that should administrative or other costs of service provided hereunder be substantially increased as a result of modifications in existing law, enactment of new legislation, or promulgation of new administrative guidelines, CONTRACTOR service fees may be renegotiated during the Agreement term. If revised fee agreements cannot be reached, CONTRACTOR may terminate this Agreement, at its option, after thirty (30) days written notice to PRINCIPAL.
- g. Counterparts. This Agreement may be executed simultaneously in two counterparts, each of which when so executed and delivered shall be deemed an original, but both of which together shall constitute one and the same instrument, and all signatures need not appear on any one counterpart. A facsimile, telecopy or other reproduction of this Agreement may be executed by any party and delivered by such party by facsimile or other electronic transmission (including e-mail), and such execution and delivery shall be considered valid, binding and effective for all purposes.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives as of the day and year first written above.

(CONTRACTOR)

(PRINCIPAL)

CARL WARREN & COMPANY

CITY OF PALM SPRINGS

BY: _____

BY: _____



TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

ANY ALTERATIONS TO THIS CONTRACT WILL RENDER THE CONTRACT NULL AND VOID. THE PRICING QUOTED IN THIS CONTRACT WILL REMAIN EFFECTIVE FOR THIRTY (30) DAYS FROM THE INCEPTION DATE LISTED ON THIS CONTRACT AFTER WHICH TIME THE CONTRACT WILL BE RECINDED.