



CITY COUNCIL STAFF REPORT

DATE: July 22, 2009 CONSENT CALENDAR
SUBJECT: AIRPORT RUNWAY RUBBER REMOVAL SERVICE AGREEMENT
FROM: David H. Ready, City Manager
BY: Department of Aviation

SUMMARY

This action would approve a three-year service arrangement with vendor Cyclone Surface Cleaning to remove unwanted rubber buildup from the runway surfaces at Palm Springs International Airport.

RECOMMENDATION:

1. Approve contract with Cyclone Surface Cleaning in the amount of \$30,000 for specified Airport runway surface rubber removal, in a form acceptable to the City Attorney.
2. Authorize the City Manager to execute all necessary documents.

STAFF ANALYSIS:

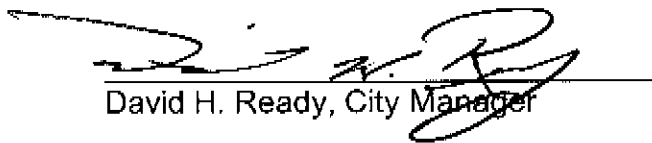
In order to keep the Airport's runway surfaces in a safe operating condition and in accordance with FAA standards, the Airport contracts for rubber removal on a recurring basis. A determination was made by staff that savings time and cost of operation could be realized if services were provided through a multi-year arrangement as opposed to soliciting for a vendor year after year. Accordingly, an RFQ process was initiated based on Airport specifications and a total of 3 vendors were contacted. The low responsive quotation, from Cyclone Surface Cleaning, is for \$10,000 per year over a 3 year period, totaling \$30,000. This particular vendor has prior runway cleaning experience at the Airport and has proven to be fully capable of completing the work to Airport specification. Approval of this contract based on the RFQ process is recommended by staff.

FISCAL IMPACT:

The cost of the proposed services over 3 years total \$30,000 and include a CPI adjustment (if one exists) at the beginning of the renewal period for years 2 and 3. This CPI will be calculated using the U.S. Bureau of Labor Statistics data for Riverside County. Funding for the current year's portion of the work is included in the 09-10 budget, acct. 415-6050-43200.



Thomas Nolan, Executive Director, Airport



David H. Ready, City Manager

Attachments:

1. Cyclone Surface Contract Services Agreement

CONTRACT SERVICES AGREEMENT
Rubber Removal at Palm Springs International Airport

THIS AGREEMENT FOR CONTRACTING SERVICES (the "Agreement") is made and entered into this ___ day of _____, 200__, by and between the City of Palm Springs, a California charter city and municipal corporation ("City"), and Cyclone, ("Contractor").

RECITALS

- A. City requires runway rubber removal services at Palm Springs International Airport, ("Project").
- B. Contractor has submitted to City a proposal to provide runway rubber removal services to City pursuant to the terms of this Agreement.
- C. Based on its bid response to RFQ 2009-24, experience, and license, Contractor is qualified to provide the necessary services to City for the Project and desires to provide such services.
- D. City desires to retain the services of Contractor for the Project.

NOW, THEREFORE, in consideration of the promises and mutual agreements contained herein, City agrees to retain and does hereby retain Contractor and Contractor agrees to provide services to the City as follows:

AGREEMENT

1. CONTRACTOR SERVICES

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, Contractor shall provide runway rubber removal services, services to City as described in the Scope of Services/Work attached to this Agreement as Exhibit "A" and incorporated herein by reference; (the "services" or "work"), which includes the agreed upon schedule of performance and the schedule of fees. Contractor warrants that all services and work shall be performed in a competent, professional, and satisfactory manner in accordance with all standards prevalent in the industry. In the event of any inconsistency between the terms contained in the Scope of Services/Work and the terms set forth in the main body of this Agreement, the terms set forth in the main body of this Agreement shall govern.

1.2 Compliance with Law. All services rendered under this Agreement shall be provided by Contractor in accordance with all applicable federal, state, and local laws, statutes and ordinances and all lawful orders, rules, and regulations promulgated thereunder.

1.3 Licenses and Permits. Contractor shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the services required by this Agreement.

1.4 Familiarity with Work. By executing this Agreement, Contractor warrants that it has carefully considered how the work should be performed and fully understands the facilities, difficulties, and restrictions attending performance of the work under this Agreement.

2. TIME FOR COMPLETION.

The time for completion of the services to be performed by Contractor is an essential condition of this Agreement. Contractor shall prosecute regularly and diligently the work of this Agreement according to the agreed upon schedule of performance set forth in Exhibit "A." Contractor shall not be accountable for delays in the progress of its work caused by any condition beyond its control and without the fault or negligence of Contractor. Delays shall not entitle Contractor to any additional compensation regardless of the party responsible for the delay.

3. COMPENSATION OF CONTRACTOR

3.1 Compensation of Contractor. For the services rendered pursuant to this Agreement, Contractor shall be compensated and reimbursed, in accordance with the schedule of fees set forth in Exhibit "A," which total amount shall not exceed \$10,000 per year.

3.2 Method of Payment. In any month in which Contractor wishes to receive payment, Contractor shall no later than the first working day of such month, submit to City in the form approved by City's finance director, an invoice for services rendered prior to the date of the invoice. Payments shall be based on the hourly rates as set forth in Exhibit "A" for authorized services performed. City shall pay Contractor for all expenses stated thereon, which are approved by City consistent with this Agreement, within thirty (30) days of receipt of Contractor's invoice.

3.3 Changes. In the event any change or changes in the Scope of Services/Work is requested by City, the parties hereto shall execute a written amendment to this Agreement, setting forth with particularity all terms of such amendment, including, but not limited to, any additional fees. An amendment may be entered into:

A. To provide for revisions or modifications to documents or other work product or work when documents or other work product or work is required by the enactment or revision of law subsequent to the preparation of any documents, other work product, or work;

B. To provide for additional services not included in this Agreement or not customarily furnished in accordance with generally accepted practice in Contractor's profession.

3.4 Appropriations. This Agreement is subject to and contingent upon funds being appropriated therefore by the City Council of City for each fiscal year covered by the Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to City.

4. PERFORMANCE SCHEDULE

4.1 Time of Essence. Time is of the essence in the performance of this Agreement.

4.2 **Schedule of Performance.** All services rendered pursuant to this Agreement shall be performed pursuant to the agreed upon schedule of performance set forth in Exhibit "A." The extension of any time period must be approved in writing by the Contract Officer.

4.3 **Force Majeure.** The time for performance of services to be rendered pursuant to this Agreement may be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of Contractor, including, but not limited to, acts of God or of a public enemy, acts of the government, fires, earthquakes, floods, epidemic, quarantine restrictions, riots, strikes, freight embargoes, and unusually severe weather if Contractor shall within ten (10) days of the commencement of such condition notify the Contract Officer who shall thereupon ascertain the facts and the extent of any necessary delay, and extend the time for performing the services for the period of the enforced delay when and if in the Contract Officer's judgment such delay is justified, and the Contract Officer's determination shall be final and conclusive upon the parties to this Agreement.

4.4 **Term.** Unless earlier terminated in accordance with Section 9.5 of this Agreement, this Agreement shall continue in full force and effect for a period of one (1) year with two (2) one (1) year renewal options by mutual written agreement of the parties.

5. **COORDINATION OF WORK**

5.1 **Representative of Contractor.** The following principal of Contractor is hereby designated as being the principal and representative of Contractor authorized to act in its behalf with respect to the services and work specified herein and make all decisions in connection therewith: Vincent Indrizzo, General Manager, Service Operations. It is expressly understood that the experience, knowledge, education, capability, and reputation of the foregoing principal is a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principal shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. The foregoing principal may not be changed by Contractor without prior written approval of the Contract Officer.

5.2 **Contract Officer.** The Contract Officer shall be the City Manager, or his/her designee. It shall be the Contractor's responsibility to keep the Contract Officer, or his/her designee, fully informed of the progress of the performance of the services and Contractor shall refer any decisions that must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer.

5.3 **Prohibition Against Subcontracting or Assignment.** The experience, knowledge, education, capability, and reputation of Contractor, its principals and employees, were a substantial inducement for City to enter into this Agreement. Therefore, Contractor shall not contract with any other individual or entity to perform in whole or in part the services required hereunder without the express written approval of City. In addition, neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of City.

5.4 Independent Contractor. Neither City nor any of its employees shall have any control over the manner, mode, or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth herein. Contractor shall perform all services required herein as an independent contractor of City and shall not be an employee of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role; however, City shall have the right to review Contractor's work product, result, and advice. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City.

5.5 Personnel. Contractor agrees to assign the following individuals to perform the services set forth herein. Contractor shall not alter the assignment of the following personnel without the prior written approval of the Contract Officer. Acting through the City Manager, the City shall have the unrestricted right to order the removal of any personnel assigned by Contractor by providing written notice to Contractor.

Name:

Title:

Vincent Indrizzo

General Manager, Service Operations

6. INSURANCE

Contractor shall procure and maintain, at its sole cost and expense, policies of insurance as set forth in Exhibit "B," which is attached hereto and is incorporated herein by reference.

7. INDEMNIFICATION.

To the fullest extent permitted by law, Contractor shall defend (at Contractor's sole cost and expense), indemnify, protect, and hold harmless City, its elected officials, officers, employees, agents, and volunteers (collectively the "Indemnified Parties"), from and against any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, penalties, and expenses including legal costs and attorney fees (collectively "Claims"), including but not limited to Claims arising from injuries to or death of persons (Contractor's employees included), for damage to property, including property owned by City, from any violation of any federal, state, or local law or ordinance, and from errors and omissions committed by Contractor, its officers, employees, representatives, and agents, which Claims arise out of or are related to Contractor's performance under this Agreement, but excluding such Claims arising from the negligence or willful misconduct of the City, its elected officials, officers, employees, agents, and volunteers. Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit Contractor's indemnification obligation or other liability hereunder.

8. **RECORDS AND REPORTS**

8.1 **Reports.** Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require.

8.2 **Records.** Contractor shall keep such books and records as shall be necessary to properly perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. The Contract Officer shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from such records.

8.3 **Ownership of Documents.** All drawings, specifications, reports, records, documents, and other materials prepared by Contractor in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights or ownership of the documents and materials hereunder. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein.

8.4 **Release of Documents.** All drawings, specifications, reports, records, documents, and other materials prepared by Contractor in the performance of services under this Agreement shall not be released publicly without the prior written approval of the Contract Officer.

8.5 **Cost Records.** Contractor shall maintain all books, documents, papers, employee time sheets, accounting records, and other evidence pertaining to costs incurred while performing under this Agreement and shall make such materials available at its offices at all reasonable times during the term of this Agreement and for three (3) years from the date of final payment for inspection by City and copies thereof shall be promptly furnished to City upon request.

9. **ENFORCEMENT OF AGREEMENT**

9.1 **California Law.** This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Riverside, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

9.2 **Waiver.** No delay or omission in the exercise of any right or remedy of a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. No consent or approval of City shall be deemed to waive or render unnecessary City's consent to or approval of any subsequent act of Contractor. Any waiver by either party of any default must

be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

9.3 Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

9.4 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct, or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain injunctive relief, a declaratory judgment, or any other remedy consistent with the purposes of this Agreement.

9.5 Termination Prior to Expiration of Term. City reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days written notice to Contractor, except that where termination is due to the fault of Contractor and constitutes an immediate danger to health, safety, and general welfare, the period of notice shall be such shorter time as may be determined by the City. Upon receipt of the notice of termination, Contractor shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Contractor shall be entitled to compensation for all services rendered prior to receipt of the notice of termination and for any services authorized by the Contract Officer thereafter. Contractor may terminate this Agreement, with or without cause, upon thirty (30) days written notice to City.

10. CITY OFFICERS AND EMPLOYEES; NON-DISCRIMINATION

10.1 Non-Liability of City Officers and Employees. No officer or employee of City shall be personally liable to the Contractor, or any successor-in-interest, in the event of any default or breach by City or for any amount which may become due to the Contractor or its successor, or for breach of any obligation of the terms of this Agreement.

10.2 Covenant Against Discrimination. Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination or segregation in the performance of or in connection with this Agreement regarding any person or group of persons on account of race, color, creed, religion, sex, marital status, disability, sexual orientation, national origin, or ancestry.

11. MISCELLANEOUS PROVISIONS

11.1 Notice. Any notice, demand, request, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by pre-paid, first-class mail to the address set forth below. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

To City:

City of Palm Springs
Attention: City Manager/ City Clerk
3200 E. Tahquitz Canyon Way
Palm Springs, California 92262

To Contractor:

Cyclone Inc.
Attention: Vincent Indrizzo
922 W. 1st Street
Tempe, Arizona 85281

11.2 **Integrated Agreement.** This Agreement contains all of the agreements of the parties and cannot be amended or modified except by written agreement.

11.3 **Amendment.** This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

11.4 **Severability.** In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement, which shall be interpreted to carry out the intent of the parties hereunder.

11.5 **Authority.** The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by so executing this Agreement the parties hereto are formally bound to the provisions of this Agreement.

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[SIGNATURE PAGE SEPARATELY ATTACHED]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates stated below.

"CITY"
City of Palm Springs

Date: _____

By: _____
David H. Ready
City Manager

APPROVED AS TO FORM:

ATTEST

By: _____
Douglas C. Holland,
City Attorney

By: _____
James Thompson,
City Clerk

"CONTRACTOR"
Cyclone, Inc.

Date: _____

By: _____
(name)

(president)

Date: _____

(name)

(secretary)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
 County of _____ }
 On _____ before me, _____
Date Here Insert Name and Title of the Officer
 personally appeared _____
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal Above

Signature _____
Signature of Notary Public

OPTIONAL

Though this information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

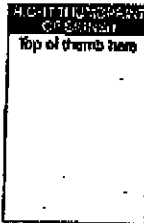
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

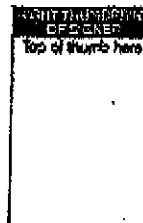
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer is Representing: _____

EXHIBIT "A"

**CONTRACTOR'S
SCOPE OF SERVICES/WORK**

Including,

Schedule of Fees

And

Schedule of Performance

CYCLONE

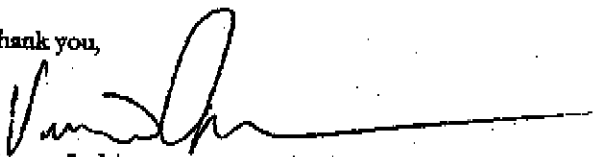
FACSIMILE TRANSMITTAL SHEET

TO:	Mari Lynn Boswell	FROM:	Vincent Indrizzo
DATE:	6/8/09	COMPANY:	Palm Springs International Airport
FAX NUMBER:	760-323-8238	TOTAL NO. OF PAGES INCLUDING COVER:	
PHONE NUMBER:	760-323-8237	RE:	RFQ Rubber Removal

Mrs. Boswell,

The following is the RFQ for the Rubber removal at Palm Springs International Airport.

Thank you,



Vincent Indrizzo
General Manager, Service Operations
Cyclone Surface Cleaning, Inc
Phone: 602-538-6896
Fax: 480-966-9957

922 W. 1ST ST. • TEMPE, ARIZONA 85281

TELEPHONE: (602) 538-6896 • FAX: (480) 966-9957

This document may contain proprietary information of Cyclone Companies. Any disclosure or unauthorized use of this document or the information included is prohibited.

FAX BACK TO: Mari Lynn Boswell FAX No: (760) 323-8238
No later than: 2:00 P.M. PST on TUESDAY, JUNE 9, 2009

SPECIFICATIONS:

CITY OF PALM SPRINGS
REQUEST FOR QUOTATION #2009-24

FOR
RUBBER REMOVAL AT PALM SPRINGS INTERNATIONAL AIRPORT

I. General Description:

Provide all equipment & labor necessary to remove rubber buildup from a section of approximately 100,000 sqft of porous friction coat (PFC) on runway 31L/13R, via high pressure and temperature water application.

It is the City's intent to enter into a three year contract with the vendor who is awarded this work.

II. Rubber Removal Specifications:

a. Rubber removal area consists of a total of approximately 100,000 sqft, located on a section of runway 31L, from the 31L designators to a point 2000 ft. north on the runway, 50 ft. in width.

b. All activities shall be performed in the best and most workmanlike manner by workers skilled in their trades. The standards of workmanship shall result in a first class product, without damage to the PFC surface.

c. The cleaning system and operation shall conform to all federal, state and local regulatory guidelines. The cleaning system shall simultaneously recover all water, residue and waste material 5 microns or larger from the surface, and shall not discharge waste material or residue to the surrounding environment.

d. High pressure / temperature truck-mounted water blasting equipment shall be used to remove surface contaminants. Cleaning liquids shall be applied at a minimum of 200 degrees F. Application pressures shall be 4500psi minimum and not more than 6500psi maximum.

The specifications exist to remove the rubber and to protect the PFC surface. It may be that more than one pass is required to efficiently remove the rubber depending on thickness, which varies. The expectation is that the rubber will be removed from the surface by the operator and that the PFC surface will not be damaged.

e. After a single pass over the surface, the runway shall be suitable for use immediately for any operational requirement. The runway shall be clean and free of debris, such that an aircraft may immediately perform operations for which the surface is intended.

f. At no time shall any part of the cleaning mechanism come into contact with the PFC surface for the purpose of scrubbing, scraping or sweeping.

g. Removal shall proceed at a rate such that no damage to the PFC occurs on the runway surface. In the event of damage to the PFC, Contractor shall immediately notify Airport and cease operation, pending inspection of the damaged area and authorization to proceed.

The Airport Maintenance Superintendent is the authority who will determine job completion, based on field conditions.

III. Rubber / Residue Recovery and Disposal:

a. All liquids and solids generated from the removal process shall be captured and containerized in drums provided by Contractor. Drums shall be delivered to Owner for disposal.

b. All materials generated shall be removed completely from the runway surface, allowing aircraft operations to proceed on the runway immediately.

c. Contractor shall not allow discharge of water or cleaning solutions to storm capture facilities, retention ponds or sanitary sewer systems.

d. Owner to provide use of oil/water separator at end of each work shift.

e. Owner to provide water for removal operations.

IV. Airfield Operations:

a. Contractor is subject to all restrictions and requirements of working within the Airport Operations Area (AOA).

b. Contractor shall be escorted at all times inside the AOA by a SIDA badged Airport employee.

c. SIDA badged escort shall have responsibility for Airfield radio communications with arriving/departing aircraft and with the Air Traffic Control Tower.

d. Contractor shall comply with all Airport staff instructions regarding AOA operations.

V. Dates and Times of Operation:

a. Work shall be completed during late night / early a.m. hours, the dates and exact times to be coordinated between Owner and Contractor, but generally between 2330 and 0600 during the month of August. Note that these times reflect projected flight activity during the off-season months of operation (summer); however, flight schedules are subject to change at any time. Every reasonable accommodation will be made by Owner to ensure maximum availability of the runway surface to Contractor.

COST PROPOSAL

Bidder's signed Cost Proposal and written acceptance by the City shall constitute an agreement and indicates that bidder has hereby agreed to all the terms and conditions set forth in all of the sheets which make up this Request for Quotation.

In compliance with the Request for Quotation, the undersigned hereby proposes to furnish all necessary tools and equipment, materials, labor, and supervision to complete the rubber removal at the Palm Springs International Airport and as herein described:

Provide all equipment & labor necessary to remove rubber buildup from a section of approximately 100,000 sqft of porous friction coat (PFC) on runway 31L/13R, via high pressure and temperature water application.

Estimated 100,000 sqft @ \$ 0.10 per square foot \$ 10,000.00

GRAND TOTAL FOR 3 YEARS (subject to CPI adjustment) \$ 30,000.00

Note: YEARS 2 AND 3 WILL BE THE SAME FIXED COST ADJUSTED (DECREASED OR INCREASED) AT THE BEGINNING OF ANY SUCH RENEWAL PERIOD TO CORRESPOND WITH THE MOST RECENT ANNUAL CHANGE TO THE CONSUMER PRICE INDEX FOR ALL URBAN CONSUMERS AS PUBLISHED BY THE U.S. BUREAU OF LABOR STATISTICS FOR THE LOS ANGELES, ANAHEIM AND RIVERSIDE AREAS.

The project is located at the Palm Springs International Airport located at 3400 E. Tahquitz Canyon Way, Palm Springs, California.

Award shall be based on the lowest unit price per square foot. The City of Palm Springs reserves the right to increase or decrease the square footage on the project as the exact amount each year becomes known.

Work must be completed no later than September 15, 2009.

Successful Bidder must provide evidence of insurance as more fully described in Attachment "A" hereto entitled to "Summary of Insurance Requirements for City Contracts".

It is understood and agreed that this quote may not be withdrawn for a period of sixty (60) days from the date of the opening thereof, and at no time in the case of the Successful Bidder.

Cyclone Surface Cleaning, Inc.
 NAME OF BIDDER (PERSON, FIRM, CORP)
922 W. 1st Street
 ADDRESS (Number, Street, Suite#, or P.O. Box)
TEMPE AZ 85281
 ADDRESS (City, State, ZIP)
480-377-0461
 TELEPHONE NUMBER
Ellen Rohrbacher
 SIGNATURE OF AUTHORIZED REPRESENTATIVE
Ellen Rohrbacher, President
 NAME AND TITLE (Print or Type)
Vincent & Cyclone Clean, CoM
 EMAIL ADDRESS
480-966-9957
 FAX NUMBER
6/5/09
 DATE

CHECK IF THE FOLLOWING STATEMENT APPLIES:

My firm/company is a Local Business (Licensed within the jurisdiction of the Coachella Valley). Copy of current business license is required to be attached to this document.

ADDENDA ACKNOWLEDGMENT:

Acknowledgment of Receipt of any Addenda issued by the City for this RFQ is required by including the acknowledgment with your bid. Failure to acknowledge the Addenda issued may result in your bid being deemed non-responsive.

In the space provided below, please acknowledge receipt of each Addendum:
Addendum(s) # _____ is/are hereby acknowledged

Authorized Signature: Ellen Rohrbacher

LATE BIDS WILL NOT BE ACCEPTED - NO EXCEPTIONS!

EXHIBIT "B"

INSURANCE PROVISIONS

Including

Verification of Coverage,

Sufficiency of Insurers,

Errors and Omissions Coverage,

Minimum Scope of Insurance,

Deductibles and Self-Insured Retentions, and

Severability of Interests (Separation of Insureds)

Insurance

Contractor shall procure and maintain, at its sole cost and expense, and submit concurrently with its execution of this Agreement, in a form and content satisfactory to the City, public liability and property damage insurance against all claims for injuries against persons or damages to property resulting from Contractor's performance under this Agreement. Contractor shall also carry workers' compensation insurance in accordance with California workers' compensation laws. Such insurance shall be kept in full force and effect during the term of this Agreement, including any extension thereof, and shall not be cancelable without thirty (30) days advance written notice to City of any proposed cancellation. Certificates of insurance evidencing the foregoing and designating the City, its elected officials, officers, employees, agents, and volunteers as additional named insureds by original endorsement shall be delivered to and approved by City prior to commencement of services. The procuring of such insurance and the delivery of policies, certificates, and endorsements evidencing the same shall not be construed as a limitation of Contractor's obligation to indemnify City, its elected officials, officers, agents, employees, and volunteers.

A. Minimum Scope of Insurance. The minimum amount of insurance required hereunder shall be as follows:

1. Comprehensive general liability and personal injury with limits of at least one million dollars (\$1,000,000.00) combined single limit coverage per occurrence and two million dollars (\$2,000,000) general aggregate;
2. Automobile liability insurance with limits of at least one million dollars (\$1,000,000.00) per occurrence;
3. Professional liability (errors and omissions) insurance with limits of at least one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000) annual aggregate (*waived); and,
4. Workers' Compensation insurance in the statutory amount as required by the State of California and Employer's Liability Insurance with limits of at least one million dollars \$1 million per occurrence. If Contractor has no employees, Contractor shall complete the City's Request for Waiver of Workers' Compensation Insurance Requirement form.

For any claims related to this Agreement, Contractor's insurance coverage shall be primary insurance as respects City and its respective elected officials, officers, employees, agents, and volunteers. Any insurance or self-insurance maintained by City and its respective elected officials, officers, employees, agents, and volunteers shall be in excess of Contractor's insurance and shall not contribute with it. For Workers' Compensation and Employer's Liability Insurance only, the insurer shall waive all rights of subrogation and contribution it may have against City, its elected officials, officers, employees, agents, and volunteers.

B. Errors and Omissions Coverage. If Contractor provides claims made professional liability insurance, Contractor shall also agree in writing either (1) to purchase tail insurance in the amount required by this Agreement to cover claims made within three years of

the completion of Contractor's services under this Agreement, or (2) to maintain professional liability insurance coverage with the same carrier, or equivalent coverage with another company, in the amount required by this Agreement for at least three years after completion of Contractor's services under this Agreement. Contractor shall also be required to provide evidence to City of the purchase of the required tail insurance or continuation of the professional liability policy. (*waived)

C. Sufficiency of Insurers. Insurance required herein shall be provided by authorized insurers in good standing with the State of California. Coverage shall be provided by insurers admitted in the State of California with an A.M. Best's Key Rating of B++, Class VII, or better, unless otherwise acceptable to the City.

D. Verification of Coverage. Contractor shall furnish City with both certificates of insurance and endorsements, including additional insured endorsements, effecting all of the coverages required by this Agreement. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All proof of insurance is to be received and approved by the City before work commences. City reserves the right to require Contractor's insurers to provide complete, certified copies of all required insurance policies at any time. Additional insured endorsements are not required for Errors and Omissions and Workers' Compensation policies.

Verification of Insurance coverage may be provided by: (1) an approved General and/or Auto Liability Endorsement Form for the City of Palm Springs or (2) an acceptable Certificate of Liability Insurance Coverage with an approved Additional Insured Endorsement with the following endorsements stated on the certificate:

1. *"The City of Palm Springs, its officials, employees, and agents are named as an additional insured..." ("as respects City of Palm Springs Contract No. ___" or "for any and all work performed with the City" may be included in this statement).*

2. *"This insurance is primary and non-contributory over any insurance or self-insurance the City may have..." ("as respects City of Palm Springs Contract No. ___" or "for any and all work performed with the City" may be included in this statement).*

3. *"Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail 30 days written notice to the Certificate Holder named." Language such as, "endeavor to" mail and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representative" is not acceptable and must be crossed out.*

4. Both the Workers' Compensation and Employers' Liability policies shall contain the insurer's waiver of subrogation in favor of City, its elected officials, officers, employees, agents, and volunteers.

In addition to the endorsements listed above, the City of Palm Springs shall be named the certificate holder on the policies.

All certificates of insurance and endorsements are to be received and approved by the City before work commences. All certificates of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter. Failure to obtain the required documents prior to the commencement of work shall not waive the Contractor's obligation to provide them.

E. **Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to and approved by the City prior to commencing any work or services under this Agreement. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its elected officials, officers, employees, agents, and volunteers; or, Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses. Certificates of Insurance must include evidence of the amount of any deductible or self-insured retention under the policy. Contractor guarantees payment of all deductibles and self-insured retentions.

F. **Severability of Interests (Separation of Insureds).** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the limits of the insurer's liability.