



REQUEST FOR QUOTES For Special Counsel – Construction Law and Construction Defect Litigation

For: RFQ 424048

City of Longmont
City Attorney's Office

The City of Longmont will accept quotes and qualifications for Special Counsel – Construction Law and Construction Defect litigation on an as needed basis. Late submittals will not be accepted. **Quotes must be received via email to Nikki.Davidson@longmontcolorado.gov, Buyer II, no later than 8/9/2024 prior to 4:00 PM MT.** The City will not accept hardcopy quotes, or quotes submitted by any other means.

Schedule of Events (subject to change)

All times are given in local Colorado time

RFQ Issued: July 29, 2024
Inquiry Deadline: July 31, 2024, at 4PM (MT)
Quote Due Date and Time: August 9, 2024, at 4PM (MT)

ATTACHMENTS:

- A – Quote Acknowledgement
- B – Contract Exceptions
- C – Sample Contract
- D – Quote Form
- E – References

SECTION I. SCOPE, SPECIFICATIONS, REQUIREMENTS

A. Scope of Services

The City is a full-service home rule municipality located thirty-five miles north of Denver in the center of the northern front range of the Rocky Mountains. It encompasses approximately 30.4 square miles primarily in Boulder County, with a small portion located in Weld County (collectively, the "Counties").

The City routinely engages in numerous construction projects throughout the year, whether involving City owned buildings, roads, utilities or other public works projects. The City works with various contractors at all stages of the construction process, including but not limited to, requests for proposals or bids, notice of awards, contracting, bonding, insurance, as well as construction supervision and acceptance, and if needed, dispute resolution.

The City seeks quotes for special counsel to provide legal support for all of its construction related activities, including construction defect litigation. Legal advice to include, but may not be limited to;

general advice, negotiation and drafting of contracts and other instruments with private and public entities, case law monitoring and interpretation, monitoring regulatory developments, and litigation, as requested.

B. Timeline

Start date of award: Upon completion of fully executed contract

Completion date of award: Until terminated by the parties pursuant to the executed contract

C. Minimum Mandatory Qualifications of Offeror

1. Licensed to practice law in the State of Colorado.
2. Good standing with the Colorado Supreme Court, Office of Attorney Regulation.
3. Engaged in the active practice of construction law for at least 5 years prior to responding to this RFQ, including experience in all aspects of State of Colorado construction law and construction defect litigation.

SECTION II. SUBMISSION AND RESPONSE FORMAT

A. Quote Submission - Electronic

Quotes should be submitted via email to Nikki.Davidson@longmontcolorado.gov prior to 5pm on 8/9/24. The City will not accept hardcopy quotes, or quotes submitted by any other means.

B. Response Format

Include the following information with your quote:

1. **Quote Acknowledgement**
Complete Attachment A.
2. **Contract Exceptions**
Any exceptions to the Sample Contract (Attachment C), provided as indicated in Attachment B. Significant exceptions may make your quote nonresponsive. The City reserves the right to reject these exceptions if they do not meet its requirements.
3. **Quote Form**
Complete the attached Quote Form (Attachment D). Include the hourly rates and fees to deliver the City's requested scope, specifications, and requirements. The City's payment terms are net 30 days from receipt of invoice. Offerors may attach additional documentation, but must complete the Quote Form.
4. **References**
Complete Attachment E.

SECTION III. ADMINISTRATIVE INFORMATION

A. Process Subject to Purchasing Code

This procurement is subject to the Purchasing Code, Chapter 4.12.140 C of the Longmont Municipal Code, (LMC).

B. Insurance

The awardee will be required to, at its own cost, secure and continuously maintain through the term of the contract the minimum insurance coverages listed below, with forms and insurers acceptable to City. In addition, the awarded Offeror will be required to maintain such coverages for the insurance listed in paragraphs 1, 3 and 4 below for two additional years. For any claims-made policy, awarded Offeror will include the necessary retroactive dates and extended reporting periods to maintain continuous coverage.

1. See Insurance requirements per Attachment C, special counsel sample contract.
2. Awarded offeror will, upon request, provide the City a certified copy of each required policy.
3. As evidence of the insurance coverages required by the contract, before beginning work under the contract, the awarded proposer shall furnish certificates of insurance certifying that at least the minimum coverages required here are in effect and specifying the liability coverages (except for professional liability) are written on an occurrence form to:
City of Longmont
350 Kimbark Street
Longmont, CO 80501
Attention: Procurement Specialist

With the exception of professional liability and workers' compensation, policy or policies providing insurance as required will defend and include the City, its council, officers, agents and employees as additional insureds on a primary basis for work performed under or incidental to the contract.

4. Only insurance written by insurance companies authorized to do business in Colorado complies. If awarded proposer is self-insured under the laws of the State of Colorado, awarded proposer shall provide appropriate declarations and evidence of coverage.
5. Awarded offeror shall not cancel, change, or fail to renew required insurance coverages. Awarded offeror shall notify City's Risk Manager of any reduction or exhaustion of aggregate limits, which City may deem to be a breach of the contract.
6. The City relies on, and does not waive or intend to waive, by any provision of the contract, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, § 24-10-101 et seq., C.R.S., as from time to time amended, or otherwise available to the parties, their officers, or their employees.
7. If any insurance required here is to be issued or renewed on a claims-made form as opposed to the occurrence form, the retroactive date for coverage will be no later than the commencement date of the project and will state that in the event of cancellation or nonrenewal, the discovery period for insurance claims (tail coverage) will be at least 72 months.

8. Awarded offeror shall not cancel, non-renew or cause insurance to be materially changed or replaced by another policy without prior approval by City.

C. Modification or Withdrawal of Quotes

Quotes may be modified or withdrawn by the Offeror prior to the established due date and time.

D. Minor Informalities

Minor informalities are matters of form rather than substance evident from the response or insignificant mistakes that the City can waive or correct without prejudice to other offerors. The City may waive such informalities or allow the offeror to correct them depending on which is in the best interest of the City.

E. Responsibility Determination

The City will make awards only to responsible offerors. The City reserves the right to assess offeror responsibility and may not make a responsibility determination for every offeror.

F. Confidential/Proprietary Information

The City neither requests nor encourages the submission of confidential/proprietary information in response to this RFQ. All quotes will be confidential until the City awards the successful offeror. At that time, all quotes and documents pertaining to the quotes will be open for public inspection, except for the material that is proprietary or confidential. **The City will not consider a quote in its entirety nor quote price information to be confidential/proprietary.**

G. RFQ Cancellation

The City reserves the right to cancel this RFQ at any time, without penalty.

H. Collusion:

Quotes will be rejected if there is reason for believing that collusion exists among the offerors. Participants in such collusion are subject to suspension and debarment pursuant to the Purchasing Code.

I. Incurring Costs

The City is not liable for any cost incurred prior to issuance of a legally executed contract or an official City purchase order.

J. Utilization of Award by Other Agencies

The City reserves the right to allow other state and local governmental agencies, political subdivisions, and/or school districts to use the resulting award under all terms and conditions specified and upon agreement by all parties. Usage by any other entity will not have a negative impact on the City in the current term or in any future terms.

K. Non-Discrimination

The Offeror must comply with all applicable state and federal laws, rules and regulations involving non-discrimination on the basis of race, color, religion, national origin, age or sex.

L. News Releases

Neither the City, nor the Offeror, will make news releases pertaining to this quote prior to execution of the award without prior written approval of the other party. The City's Public Information Office provides written consent on the City's behalf.

M. Taxes

Pursuant to § 39-26-114, C.R.S. and §§ 4.04.090 and 4.04.290, Longmont Municipal Code as amended, the City of Longmont is exempt from paying sales or use taxes. Materials and equipment purchased solely for City projects, that will become a permanent part of the final project, are tax exempt. Contractors and all subcontractors must obtain their own tax exempt number and certificate of exemption from the Colorado State Department of Revenue for each project. The Contractor must furnish a copy of such certificate to the City before purchasing any materials or beginning any Work. The City will furnish its tax exempt numbers for the Contractor to reference when applying for its own tax exempt number.

N. Other Statutes

1. The signatory hereto avers that he is familiar with Colorado Revised Statutes, 18-8-301, et seq. (Bribery and Corrupt Influence) and 18-8-401, et seq. (Abuse of Public Office) as amended, and that no violation of such provisions is present.
2. The signatory hereto avers that to his knowledge, no City of Longmont employee has any personal or beneficial interest whatsoever in the service or property described herein. See C.R.S. 24-18-201 and C.R.S. 24-50-507.

O. Local and Small Business Preference

Effective for solicitations issued on or after October 6, 2009, the City of Longmont purchasing code (L.M.C. 4.12.190) establishes a preference for doing business with local and small, local companies. The following applies to this quote process:

1. Local businesses will receive a 5% preference in the scoring of quotes.
2. Small Local businesses will receive a 2.5% preference in addition to the local business preference.

Applicable definitions are as follows:

"Local" means an active business that: (1) has an unrevoked Longmont sales and use tax license, (2) has a physical location with at least one employee operating legally within the Longmont city limits, and (3) is not delinquent in any payment or filing obligation related to City taxes.

"Small Local" means that proposer is a "Local" business with 35 or fewer employees. *In order to qualify as small, you must first qualify as local.*

Proposers who meet these criteria must certify themselves as such on the Quote Acknowledgement form. Where applicable, the percentage increase will be an adjustment the total score for the quote.

P. Livable Wage Required

For new contracts for provision of services issued after January 1, 2023, Contractor must pay at least a minimum livable wage of \$21.07 per hour or \$43,825.60 annually, not including fringe benefits, to full time employees of the Contractor for work performed and billed under this Contract. The City may annually adjust the required livable wage to account for inflation. This requirement will not apply to contracts that are exempt from the Purchasing Code (L.M.C. §4.12) or when using non-City funds.

Contractor certifies that it will comply with this wage requirement. The minimum livable wage requirement will be binding upon the assignees and successors in interest of this Contract.

The City reserves the right to audit Contractor's records to ensure compliance with this provision. If the City finds that the Contractor has violated this provision, the City will notify the Contractor in writing. The Contractor will have 30 days to come into compliance including the payment of any back wages required. If the Contractor remains out of compliance after 30 days, the City may terminate the Contract and pursue available remedies for breach of contract.

Q. Accessibility

Awarded offeror shall comply with all applicable provisions of §§24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability, as established by the Colorado Governor's Office of Information Technology pursuant to Section §24-85-103 (2.5), C.R.S. Awarded proposer shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.

SECTION IV. EVALUATION AND AWARD

A. Determination of Responsibility of the Offeror

The City of Longmont awards contracts to responsible offerors. The City reserves the right to make its offerors responsibility determination at any time in this RFQ process and may not make a responsibility determination for every offeror.

The City of Longmont's Municipal Code defines a "responsible offeror" as one who is "capable in all respects of fully performing the contract requirements and possessing the integrity and reliability to assure good faith performance." The City reserves the right to request information it deems necessary to determine an offeror's responsibility. If the offeror fails to supply the requested information, the City will base the determination of responsibility upon any available information or may find the offeror non-responsible if such failure is unreasonable.

B. Award

The City will award the responsive, responsible offeror providing the most advantageous pricing to the City.

ATTACHMENT A: QUOTE ACKNOWLEDGEMENT

1. Offeror hereby certifies that the following purchasing preferences apply:

- ☐ Offeror is a "Local Business" where "Local" means an active business that: (1) has an unrevoked Longmont Sales and Use Tax License, (2) has a physical location with at least one employee operating legally within the Longmont city limits, and (3) is not delinquent in any payment or filing obligation related to City taxes. *Offeror status will be verified by City staff.*
- ☐ Offeror is a "Small Local Business" which means a Local Business, as defined above, **and** has 35 or fewer employees.
- ☐ Neither Local nor Small Local Business as defined above.

Falsifying this information is cause to deem your quote nonresponsive and therefore ineligible for consideration. In addition, falsification of this information is cause to cancel a contract awarded based on one or both of the above preferences. City staff will verify Offeror status.

As an Offeror for the above-identified project, by signing below, you agree to all terms & conditions in this QUOTE, except where expressly described in your cover letter.

Signature by Authorized Officer/Agent

Company Tax ID Number (FEIN)

Type or Print Name of Person Signing

Company Name

Title

Phone Number

Mailing Address

Fax Number

City, State, Zip

Quote Valid Until (at least for 90 days)

E-Mail Address

Date Submitted

Offeror is organized as a: ☐Corporation ☐LLC ☐Partnership ☐Sole Proprietor ☐Other _____

If a corporation, the state where it is incorporated _____

ATTACHMENT B: CONTRACT EXCEPTIONS

Check One:

- ☐ There are no exceptions taken to any of the terms, conditions, specifications, solicitation documents, or the contract.
- ☐ There are exceptions taken to the terms, conditions, specifications, solicitation documents or contract which are clearly detailed and attached to this Exhibit.

NOTE: All potential offerors are advised that exceptions taken may be considered during the evaluation phase which may affect the final scoring of quotes. Offerors stipulating that the City must use their contract or agreement may be determined non-responsive and their quote determined unacceptable.

The following contract terms are considered unacceptable and non-negotiable by the City:

- Limitation of Liability for death, bodily injury, or damage to tangible property (including data)
- Indemnification by the City
- Binding Arbitration
- Governing Law other than the State of Colorado

Original Signature by Authorized Officer/Agent

Type or Print Name of Person Signing

Company Name

Title

ATTACHMENT C: SAMPLE CONTRACT

SPECIAL COUNSEL CONTRACT

The City of Longmont, Colorado, ("City") and [ENTER SPECIAL COUNSEL FIRM NAME, THEN PRESS F11 TO CONTINUE], ("Special Counsel") make this Contract considering the following:

Longmont City Charter § 8.3 permits the City Council to appoint special counsel to serve under the direction of the City Attorney; and,

Special Counsel wishes to provide said services for the compensation stated; and,

The City intends that Special Counsel, upon written authorization as specified, shall perform services as provided, according to the project scope and any addenda, which scope of services and addenda, if any, shall be part of this Contract;

THEREFORE, the City and the Special Counsel agree as follows:

SECTION 1 - RESPONSIBILITIES AND BASIC SERVICES OF SPECIAL COUNSEL

- 1.1 Beginning with the last necessary signature on this Contract and until termination of this Contract, Special Counsel agrees to perform professional services, as stated in this Contract and in the attached scope of services, and such other related responsibilities as the City Attorney may establish. Special Counsel shall consult with and advise the City's City Attorney and City's Using Department as requested during the performance of their services.
- 1.2 Special Counsel agrees to perform professional services on projects identified in approved action plans, or by the City Attorney or Using Department. Using Department means the Department or Division of the City identified in the scope of services. The Director of that Department or Division, or the Director's designee, shall act for the Using Department.
- 1.3 Special Counsel will review the project and their own records to insure against any conflict of interest that might prevent Special Counsel from fully and faithfully advising and representing the City. If any potential conflict or differing interest exists or arises, in the future, Special Counsel will immediately notify the City Attorney.
- 1.4 Special Counsel, City Attorney and the Using Department will discuss and agree on Special Counsel's proposed plan of action for each separate project. The plan must be flexible, periodically reviewed, and possibly revised to reflect later developments. Each plan will address at least objectives, strategy, stages, staffing and budget.
- 1.5 Special Counsel will identify the lawyer primarily responsible for implementing the plan and all other lawyers and paralegals who will do significant work on the project. This will include an explanation of the expected division of labor and assignments. Staffing may change from time to time, but Special Counsel should promptly advise the City Attorney and Using Department.
- 1.6 It is always the City's intent to handle projects in the most efficient manner possible, consistent with other expressed objectives. Special Counsel should base decisions about the level of effort or

of staffing to apply to meetings (and their frequency), interviews, travel, court arguments, depositions, procedural objections, number of drafts, and negotiations, or their necessity for implementation of the City's objectives and strategy. Also, Special Counsel should, in deciding on the extent and mode of travel and other reimbursable expenses, consider efficiency and overall expense to the City.

- 1.7 The Using Department shall authorize Special Counsel to start work, with ultimate supervision by the City Attorney. That authorization will state all special conditions and requirements not otherwise stated in this Contract.
- 1.8 In performing this Contract, the hours Special Counsel is to work on any given day are entirely within Special Counsel's control. City will rely upon Special Counsel to devote the time, skill and effort reasonably necessary to fulfill the purpose of this Contract.
- 1.9 Special Counsel shall determine all pertinent filing dates or other deadlines for each project. Special Counsel shall comply with all applicable filing dates or deadlines, or obtain sufficient extensions to protect the City's interests.
- 1.10 Full and regular communications are essential to this Contract. Special Counsel, the City Attorney and the Using Department shall actively address all developments that could significantly affect a project. Except in an emergency, Special Counsel shall make no significant decision on direction, mechanics or strategy for a Project without prior communication and discussion with the City Attorney.
- 1.11 Special Counsel is an independent contractor for professional legal services and not an employee of the City for any purpose. **Special Counsel shall receive none of the benefits the City provides for City's employees. Special Counsel has no right to Workers Compensation benefits from the City or its insurance carriers or funds.**
- 1.12 Insurance Requirements: Before beginning, and while performing under this Contract, Special Counsel shall show the City Attorney that Special Counsel has, and shall maintain, without cost to the City, the following insurance:
 - 1.12.1 Malpractice coverage with minimum limits of \$2,000,000 per occurrence;
 - 1.12.2 General Liability Insurance policy with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate. This policy must include the following coverage: Bodily Injury, Contractual Liability, Broad Form Property Damage, Completed Operations and Personal Injury, and must add the City of Longmont, its officers and employees as Additional Insureds;
 - 1.12.3 Automobile Liability Insurance which includes coverage for all owned, non-owned and rented vehicles with a minimum limit of \$1,000,000 combined single limit for each occurrence, and must add the City of Longmont, its officers and employees as Additional Insureds;
 - 1.12.4 Workers' Compensation and Employers Liability Insurance covering benefits for and obligations of Special Counsel according to the Colorado Workers Compensation Act, as amended. The policy shall contain a waiver of subrogation on behalf of the City.

- 1.13 Before permitting them to work on any project, Special Counsel shall ensure that any Subcontractors are properly insured according to these requirements.
- 1.14 Special Counsel shall not cancel, materially change, or fail to renew insurance coverage. Special Counsel shall notify the City's Risk Manager, Civic Center Complex, Longmont, CO 80501, of any material reduction or exhaustion of aggregate limits. If any insurer cancels a policy and a replacement is not immediately obtained, such inaction shall constitute a breach of this Contract. Nothing in these insurance requirements shall limit Special Counsel's responsibility to pay damages otherwise resulting from the services Special Counsel provides under this Contract.

SECTION 2 - THE CITY'S RESPONSIBILITIES

The City shall, with ultimate supervision by the City Attorney:

- 2.1 Provide full information from the City, including detailed scope of work, required for Special Counsel's performance.
- 2.2 Promptly notify Special Counsel whenever the City notices any defect in the performance of the Special Counsel.

SECTION 3 - MUTUAL OBLIGATIONS OF THE CITY AND THE SPECIAL COUNSEL

- 3.1 This Contract does not guarantee to Special Counsel any work, except as authorized according to Section 1.1, above.
- 3.2 All of the services contemplated under this Contract are personal. Special Counsel shall not, without the prior written consent of the City, assign, sublet, or transfer its rights or obligations under this Contract to anyone outside the law firm of Special Counsel. Any member of Special Counsel's law firm licensed to practice law in this state may, at the direction, and under the supervision of, Special Counsel, perform services.

SECTION 4 - PAYMENT AND FEE SCHEDULE

- 4.1 City shall pay Special Counsel for services furnished according to this Contract, and Special Counsel shall accept as full payment for such services, fees computed as follows:

Shareholder or Partner	[\$[ENTER SHAREHOLDER/PARTNER HOURLY FEE, THEN PRESS F11 TO CONTINUE]
per hour	
Associate	[\$[ENTER ASSOCIATE HOURLY FEE, THEN PRESS F11 TO CONTINUE] per
hour	
Law Clerk/Paralegal	[\$[ENTER LAW CLERK/PARALEGAL HOURLY FEE, THEN PRESS F11 TO
CONTINUE] per hour	

- 4.2 Special Counsel will, by the 10th of every month, present to the City monthly billings for professional services performed.
- 4.3 The fees set forth above may be adjusted periodically upon the City's prior written consent. Increases not greater than 4 percent per year may be approved in writing by the City Attorney.

- 4.4 The City shall also reimburse Special Counsel for any reasonable costs or fees associated with action pursued by the City. For example, only, such fees would include court filing fees, deposition costs, courier costs, and reimbursement for mealtime meetings requested by the City. The City will also reimburse Special Counsel for reasonable photocopying, telephone, facsimile and mailing costs.
- 4.5 Special Counsel will be solely responsible for their own automobile transportation to and from Special Counsel's home or office. The City will not reimburse Special Counsel for such routine automobile mileage. Nonetheless, reasonable and necessary out-of-town travel will be a reimbursable expense.
- 4.6 Special Counsel is solely responsible for all state and federal income and FICA taxes on income under this Contract. The City shall not withhold any taxes except as federal, state, or local law requires. Upon request, the City will provide Special Counsel timely and proper tax documents reflecting compensation paid.
- 4.7 This Contract is subject to the appropriation of funding by the Longmont City Council.

SECTION 5 - CHARTER, LAWS, ORDINANCES AND CITY ATTORNEY POLICIES

- 5.1 Special Counsel shall observe all applicable federal and state laws, ordinances, Charter provisions, rules and regulations that in any way affect the work contemplated by this Contract. Special Counsel shall promptly call to the City Attorney's attention, for resolution, any conflict between the terms of any of these. Absent such resolution, the items listed above shall take precedence in the order listed.

SECTION 6 - TERMINATION

- 6.1 Termination for Cause: If, through any cause, Special Counsel fails to fulfill, in a timely and proper manner, obligations under this Contract, or violates any covenants, agreements, or stipulation of this Contract, the City, through the City Attorney, may terminate this Contract by giving written notice to Special Counsel. The notice shall specify the reasons for, and effective date of, termination.
- 6.2 Termination for Convenience of City or Special Counsel: The City or Special Counsel may terminate this Contract at any time, by giving reasonable written notice to the other party, specifying the effective date. Should Special Counsel terminate this Contract, they shall observe all ethical and professional requirements for regulating the withdrawal from representation.

SECTION 7 - ADDENDA OR EXTENSIONS

- 7.1 The City may, from time to time, require changes in the scope of the services of Special Counsel. The parties shall incorporate into written addenda or extensions of this Contract any such changes. Each party shall sign such documents before they become effective.

SECTION 8 - SPECIAL CONDITIONS

- 8.1 CONFIDENTIALITY. During and after the term of this Contract, Special Counsel shall not disclose to third parties any confidential information, data, or other confidential information. Special Counsel shall treat such information as the private and privileged records of the City and Special Counsel. Without City's express consent, Special Counsel shall not release such information to any third party by statement, deposition, as a witness or otherwise.
- 8.2 LICENSES. Special Counsel shall maintain all licenses necessary to perform under this Contract, including Special Counsel's license to practice law in the State of Colorado.
- 8.3 SEVERABILITY. To the extent the parties may perform and accomplish their obligations within the intent of this Contract, its terms are severable. Should any term or provision be invalid or become inoperable for any reason, such invalidity or failure shall not affect the validity of any other terms or provisions. Waiver of any breach of a term shall not indicate a waiver of any other term, or the same term upon later breach.
- 8.4 INDEMNITY. Special Counsel releases and agrees to indemnify, defend and hold harmless the City, its agents, officers, employees and volunteers from and against all damages, claims, actions, causes of action, demands, judgments, costs and expenses of every kind and nature, for injury to or death of any person or loss of or damage to any property or other rights, arising, in any manner, from the services Special Counsel provides under this Contract.
- 8.5 PROVISIONS CONSTRUED AS TO FAIR MEANING. The provisions of this Contract shall be construed as to their fair meaning, and not for or against any party.
- 8.6 HEADINGS FOR CONVENIENCE. All headings, captions and titles are for convenience and reference only and of no meaning in the interpretation or effect of this Contract.
- 8.7 NO THIRD PARTY BENEFICIARIES. This Contract shall afford no claim, benefit, or right of action to any third party. Any party besides the City or the Special Counsel receiving services or benefits under this Contract is only an incidental beneficiary.
- 8.8 FINANCIAL OBLIGATIONS OF CITY. All financial obligations of the City under this Contract are contingent upon appropriation, budgeting, and availability of specific funds to discharge such obligations. Nothing in this Contract shall be deemed a pledge of the City's credit, or a payment guarantee by the City to Special Counsel.
- 8.9 WAIVER. No waiver of any breach or default under this Contract shall be a waiver of any other or subsequent breach or default.
- 8.10 DAMAGES FOR BREACH OF CONTRACT: In addition to any other legal or equitable remedy the City may be entitled to for a breach of this Contract, if the City terminates this Contract, in whole or in part, due to Special Counsel's breach of any provision of this Contract, Special Counsel shall be liable for actual and consequential damages to the City.

SIGNATURE BLOCK INTENTIONALLY OMITTED FROM SAMPLE CONTRACT

ATTACHMENT D: QUOTE FROM

RATE SCHEDULE

The hourly rate provided must be a fixed price for the initial first year of the contract. Please provide a maximum percentage price escalation for possible future years. Add rows as needed.

Staff Name and Title	Hourly Rate
	\$
	\$
	\$
	\$
	\$

Price Escalation Percentage _____

