

City of Albuquerque
Request for Letters of Interest
*Workers' Compensation
Legal Services*



January, 2021

**City of Albuquerque
Department of Finance & Administrative Services
Risk Management Division**

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INTRODUCTION

The City of Albuquerque Department of Finance and Administrative Services, Risk Management Division invites attorneys (“Offerors”) to submit letters of interest/proposals in accordance with the specifications contained in this Request for Letters of Interest (“Request”). The purpose of this Request is to establish a pool of qualified attorneys available to provide cost-effective, competent representation of the City and other legal services as needed in the area of Workers’ Compensation law.

Each Offeror wishing to provide Workers’ Compensation legal services for the City shall submit a proposal. The Proposals submitted should contain the information and be organized in the format prescribed herein.

The City will select a pool of attorneys available for service to the City whose proposals indicate they meet all the minimum qualifications and requirements listed herein. All services will be performed in conjunction and in association with the Risk Management Division, which shall assign cases and other legal work to the selected attorneys as needed. Contracts, in substantially the form included herein, will be made with attorneys as the cases and projects are assigned. At the time of entering into a contract with a selected Offeror, the City may negotiate an alternative billing method or rates which do not exceed those proposed by the Offeror.

Selection of an Offeror does not ensure that a contract will be entered into with that Offeror or guarantee the assignment of cases or work or the payment of any compensation. The City reserves the right to contract with attorneys who have not submitted proposals pursuant to this process if the need for specialized services or expertise arises.

Proposals submitted pursuant to this Request will be accepted on an ongoing basis until further notice in order to maintain a current listing of pre-qualified firms available to perform services for the City. If an Offeror meets all of the City’s minimum qualifications and requirements, it will be added to the pool of attorneys available for the assignment of work.

PART 1

INSTRUCTIONS TO OFFERORS

The following instructions establish the procedures applicable to the preparation of letters of interest and the requirements for the format and content of proposals:

1.1 City Contact: The sole point of contact for this Request for Letters of Interest is the City of Albuquerque Risk Management Division. Contact the following individual(s) regarding this Request:

- Celina Martinez, WC Claims Manager
- Phone: 505-768-3080 or E-mail: celinam@cabq.gov
- PO Box 470, Albuquerque, NM 87103

1.2 Due Date: Open

1.3 Contract Management: The contract(s) resulting from responses to this Request for all outside counsel services will be managed by the Risk Management Division.

1.4 Submission of Offers: The Offeror's sealed proposal must be in the format outlined in Part 2 of this Request for Letters of Interest and mailed or hand-delivered pursuant to the following requirements:

1.4.1 Mail or hand-deliver proposals to:

City of Albuquerque
Risk Management Division
PO Box 470
Albuquerque, NM 87103

Albuquerque/Bernalillo County Governmental Center
Risk Management Division
One Civic Plaza NW, 9th Floor, Room 9006
Albuquerque, NM 87102

1.4.2 No other methods of delivery: Neither telephone, facsimile, electronic, nor telegraphic offers shall be accepted.

1.4.3 Submit Hard and Soft Copies of the Proposal as follows:

- **Hard Copy** – Submit 1 original and 2 copies of your Technical Proposal. Submit 1 original and 2 copies of your Cost Proposal.
- **Soft Copy** – Submit 1 original Technical Proposal and Cost Proposal on a CD or Diskette.

- 1.5 Draft Agreement:** A copy of the Draft Agreement to be entered into is attached. Please state that you accept the terms and conditions of the Draft Agreement, or note exceptions.
- 1.6 Rejection and Waiver:** The City reserves the right to reject any or all offers and to waive informalities and minor irregularities in offers received.
- 1.7 Insurance Compliance:** Acceptance of offer is contingent upon Offeror's ability to comply with the insurance requirements as stated herein. Please include a copy(s) of such certification or statement of compliance in your proposal.
- 1.8 Award of Contract:**
- 1.8.1 When Award Occurs:** Award of contract occurs when a Purchase Order is issued or other evidence of acceptance by the City is provided to the Offeror.
- 1.8.2 Award:** Contract(s) shall be awarded to the responsive and responsible Offeror(s) whose offer(s) conforming to the Request for Letters of Interest will be most advantageous to the City as services are needed.
- 1.8.3 Contract Term:** The contract term shall be for a period of one (1) year from the effective date of execution of the contract and/or final execution by the City. The contract term may be extended upon mutual written agreement between the City and the Contractor.
- 1.8.4 Type of Contract:** Time and expense.
- 1.9 Negotiations:** At the time of entering into a contract with a selected Offeror, the City may negotiate an alternative billing method or rate which does not exceed those proposed by the Offeror.
- 1.10 Insurance:**
- 1.10.1 General Conditions:** The City will require that the successful Offeror, referred to as the Contractor, procure and maintain at its expense during the term of the contract resulting from the Request, insurance in the kinds and amounts hereinafter provided with insurance companies authorized to do business in the State of New Mexico, covering all operations of the Contractor under the contract. Upon commencement of the contract and on the renewal of all coverage, the Contractor shall furnish the City a certificate or certificates in form satisfactory to the City showing that it has complied with these insurance requirements. All certificates of insurance shall provide that thirty (30) days written notice be given to the Risk Manager, Department of Finance and Administrative Services, City of Albuquerque, PO Box 470, Albuquerque, New Mexico 87103, before a policy is canceled, materially changed, or not renewed. Various types of required insurance may be written in one or more policies. With respect to all coverages

required other than professional liability or workers' compensation, the City shall be named as additional insured.

1.10.2 Coverages Required: The kinds and amounts of insurance that may be required are as follows:

1.10.2.1 Commercial General Liability Insurance. A commercial general liability insurance policy with combined limits of liability for bodily injury or property damage as follows:

\$1,000,000 Per Occurrence
\$1,000,000 Policy Aggregate
\$1,000,000 Products Liability/Completed Operations
\$1,000,000 Personal and Advertising Injury
\$ 50,000 Fire – Legal
\$ 5,000 Medical Payments

Said policy of insurance must include coverage for all operations performed for the City by the Contractor and contractual liability coverage shall specifically insure the hold harmless provisions of this Agreement.

1.10.2.2 Automobile Liability Insurance. An automobile liability policy with liability limits in amounts not less than \$1,000,000 combined single limit of liability for bodily injury, including death, and property damage in any one occurrence. Said policy of insurance must include coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment both on and off work.

1.10.2.3 Professional Liability Insurance. Professional liability insurance in an amount not less than \$1,000,000 per claim and in the aggregate.

1.10.2.4 Workers' Compensation Insurance. Workers' compensation insurance policy for the Contractor's employees, in accordance with the provisions of the Workers' Compensation Act of the State of New Mexico, (the "Act"). If the Contractor employs fewer than three employees and has determined that it is not subject to the Act, it will certify, in a signed statement, that it is not subject to the Act. The Contractor will notify the City and comply with the Act should it employ three or more persons during the term of the contract resulting from this RFLI.

1.10.2.5 Increased Limits: During the term of the contract the City may require the Contractor to increase the maximum limits of any insurance required herein. In the event that the Contractor is so required to increase the limits of such insurance, an appropriated adjustment in the contract amount will be made.

1.10.2.6 Pay Equity Documentation. All Proposals shall include a Pay Equity Reporting Form which can be accessed at <http://www.cabq.gov/womens-pay-equity-task-force-instructions/albuquerque-pay-equity-initiative-instructions> or in the Solicitation Instructions. Offerors who believe they are exempt because they are an out-of-state contractor that has no facilities and no employees working in New Mexico are not required to report data, but must check the box verifying their status on the Pay Equity Reporting Form. Any Proposal that does not include a Pay Equity Form shall be deemed nonresponsive.

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**PART 2
PROPOSAL FORMAT**

2.1 Technical Proposal Format, Section One

2.1.1 Offeror Identification: State name and address of the Offeror or your organization or office and nature of organization (individual, partnership or corporation, private or public, profit or non-profit). Include name and telephone number of person(s) in your organization authorized to execute the Draft Agreement. Submit a statement of the terms and conditions of the Draft Agreement; state exceptions. Provide a statement or show ability to carry the insurance specified.

2.1.2 Identification of Lawyers; Legal Assistants/Paralegals: List the lawyers submitting the proposal and any legal assistants/paralegals, if applicable, who would be assigned to City work. Indicate next to each lawyer's name the year in which he or she was first licensed to practice, first licensed to practice in New Mexico, and the number of years of practice in the area of Workers' Compensation law.

2.1.3 Management Summary: Provide the name, telephone number and email address of a contract person who would handle the processing of a contract with the City.

2.1.4 Experience: Provide, for each attorney or legal assistant/paralegal listed in the proposal, a separate sheet or sheets containing the following information:

- a) name;
- b) a summary of the attorney's educational background, special training, and awards;
- c) a summary of the attorney's general litigation experience;
- d) a summary of the attorney's experience in Workers' Compensation law;
- e) a summary of the attorney's experience with governmental entity issues;
- f) for each significant case mentioned in the experience summaries, a reference person who can be contacted regarding the work performed.

2.1.5 Summaries: Please note that summaries are requested above rather than an uninformative list of cases. The information provided should also indicate in

detail how item 3 of the Minimum Qualifications, set out in Part 3 of this Request is met. Also provide an updated resume or profile of each attorney and legal assistant/paralegal, if applicable.

2.1.6 Proposed Approach to Work:

- a) Discuss your proposed approach to the providing of Workers' Compensation legal services to the City in the selected area of law.
- b) Describe resources to be drawn from in order to provide legal services to the City.

2.1.7 Contractor Requirements: Provide statements indicating that the Offeror specifically agrees, or takes exception to, the Contractor Requirements set out below.

2.1.8 Conflicts of Interest: Disclose existing or potential conflicts of interest with the City, including but not limited to all matters handled by the Offeror involving claims against the City, representation of third parties against the City and pursuit of administrative remedies through the City.

2.1.9 Insurance Certificate(s): Please include a copy(s) of certificate(s) of insurance for coverage which the Offeror currently has in effect or a statement of compliance in your proposal.

2.2 Cost Proposal Format, Section Two

2.2.1 Cost Proposal: Submit one original and two copies of your Cost Proposal, in a **separate** binder, or folder distinctly marked with the required information.

2.2.2 The cost proposal should contain at least the following information:

2.2.2.1 Hourly Rates and Costs:

- a) List the hourly rates which will be billed by each lawyer submitting the proposal. State whether or not hourly rates include gross receipts taxes.
- b) List all costs which would be billed to the City in connection with the performance of legal services and the rates at which they are billed. Do not list items described in Part 3, Section 3.2 of the Contractor's Requirements, which will be billed at set rates.

2.2.2.2 Alternate Billing Methods: Describe other possible forms of billing which the Offeror is willing to provide to the City, such as per case billing;

dedicated lawyer billing (i.e. the rate of having an attorney devote all or a certain portion of his or her time to the City's work); volume or other discounts; and other billing alternatives.

- 2.2.2.3 Cost Effective Methods:** Provide a narrative description of the steps routinely taken and procedures routinely used to insure that legal representation is provided on a cost-effective basis. Discuss such matters as settlement strategy, discovery techniques, trial strategy, and the like. This description should include a description of the Offeror's definition of a billable hour and the Offeror's policy with respect to billing for such items as interoffice consultation among lawyers, research, travel, unsuccessful attempt to reach people by telephone, and the like.

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PART 3
MINIMUM QUALIFICATIONS AND REQUIREMENTS

3.1 Minimum Qualifications.

- 3.1.1** Attorneys must be licensed to practice law in the State of New Mexico.
- 3.1.2** Attorneys must have been licensed for at least five years or must be in practice with attorneys who have been licensed for five years.
- 3.1.3** Attorneys must have prior experience in the area of workers' compensation law equal to the following:
 - a) certified specialization in the area of practice selected;
 - b) five years of trial, teaching, appellate or other non-trial experience as an attorney in the selected area, acquired during the last five years; or
 - c) equivalent practical experience as determined by the Risk Management Division.

3.2 Contractor Requirements.

- 3.2.1** Attorney must agree to bill the City in 0.1 hour billing units and at hourly rates which are no greater than the rates submitted with their Letter of Interest. The hourly rates submitted, which are the maximum rates which may be charged to the City, must remain fixed for a two year period following the receipt of the Letter of Interest in response to this solicitation.
- 3.2.2** Attorneys must state that the rates submitted are not greater than those accorded to their most favored clients. Final contract rates will be negotiated by the City and the selected attorney at the time of assignment of a case or project.
- 3.2.3** Attorneys must agree to obtain advance approval before incurring costs, including but not limited to expenses related to travel, depositions, computer research, expert witnesses, and long-distance telephone calls. The City will reimburse pre-approved items and filing fees at cost, instate mileage at then current IRS mileage rates and copies at \$0.15/page
- 3.2.4** Attorneys must agree that billings for costs will not include gross receipts taxes or outside costs for which such taxes have already been paid.

- 3.2.5** Attorneys must agree to comply with all laws, ordinances, rules and regulations, resolutions, policies, etc, in effect at the time of entering into a contract with the City.
- 3.2.6** Attorney must be located in the Albuquerque area, or agree not to bill the City for travel time between its office and Albuquerque, without prior approval.
- 3.2.7** Attorneys must have or agree to provide at the time of assignment of a case or project, adequate insurance to cover the City’s exposure under the New Mexico Tort Claims Act considering the risk involved. The type of insurance and liability limits will be negotiated at the time of assignment. In all instances, professional liability coverage and workers’ compensation coverage, if applicable, must be provided. Commercial general liability and auto liability coverage may also be required.
- 3.2.8** Attorneys must agree to comply with the New Mexico Rules of Professional Conduct. In the event counsel are hired as “conflict” counsel, each contact will provide for accountability of counsel and maintaining professional responsibility to the client.
- 3.2.9** Attorneys must agree to provide the City with notice of any client representation which could conflict with the representation of the City during a two year period following receipt by the City of the attorney’s letter of interest.
- 3.2.10** Attorneys must agree to provide on request, in order to be considered for the assignment of a case or project, an initial evaluation of the claim, an estimate of the total cost of litigation, including costs and witness fees, and an analysis of the theories for recovery and for defense of the claim. If the case is assigned, this evaluation will serve as a measurement of the attorney’s performance for the City’s case management review.
- 3.2.11** Attorneys must agree that only those attorneys and legal assistants/paralegals set out in the proposal submitted shall provide services to the City, unless the City approves in writing its request for a change in personnel.
- 3.2.12** Attorney must agree to the following procedural guidelines:
- a) use of personnel with the lowest billing rate when their skills are commensurate with the required tasks;
 - b) billing for only one attorney, unless authorized in advance, if more than one attends a conference or deposition on the City’s behalf;
 - c) no billing of administrative guidance and coordination of secretaries, legal assistants/paralegals, and associates;

- d) no billing of partner or attorney rates for routine activities of clerical, secretarial or legal assistant paralegal personnel conducting “conflict” checks, preparing form letters, setting up files, or other overhead activities;
- e) billing travel time at no greater than one-half of the traveling party’s billing rate;
- f) providing regular status reports with bills which include the current status of litigation or the project and summary of the activities undertaken and future activities planned;
- g) providing quarterly reports and reports of major developments;
- h) identifying a contact person to handle billing questions and problems;
- i) end of case billing which identifies the billing party, the service provided and the billing rate;
- j) obtaining prior approval from the supervising Workers’ Compensation Claims Manager or designee for hiring expert witnesses, scheduling and taking depositions, in-house conferences which will result in billings from several members of the firm, and other extraordinary costs and expenses, including travel;
- k) keep travel costs to a minimum; and
- l) other procedural guidelines implemented by the Risk Management Division from time to time.

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PART 4
DRAFT AGREEMENT

CITY OF ALBUQUERQUE
LEGAL SERVICES AGREEMENT
BETWEEN
(FIRM NAME)
AND THE CITY OF ALBUQUERQUE

THIS AGREEMENT, made and entered into this _____ day of _____, 201_, by the City of Albuquerque, New Mexico, a municipal corporation (hereinafter referred to as the (“City) and _____, whose address is _____ (hereinafter referred to as the (“Contractor”).

RECITALS

WHEREAS, the City desires to engage the Contractor to render legal services for the term of this Agreement and the Contractor is willing to provide such services; and

WHEREAS, The City intends that the Contractor will act on behalf of and in service to the City in an official capacity.

NOW THEREFORE, in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows:

- 1. Scope of Services.** The Contractor shall provide the following legal representation and other legal services (hereinafter the “Services”) in conjunction and association with the claims involving Workers’ Compensation as assigned by the City’s Risk Management Division, in accordance with the RFLI and the Contractor’s proposal:
 - A.** Provide the City with legal services in matters involving assigned Workers’ Compensation claims until the conclusion of all legal matters even when the statutory cap has been reached or exceeded.
 - B.** Provide the City with legal representation before the Workers’ Compensation Administration and other jurisdictions as required until the conclusion of all legal matters even when the statutory cap has been reached or exceeded.

2. Time of Performance. Services of the Contractor shall commence _____ and continue through _____. The Services shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this Agreement. This Agreement may be extended for up to _____ upon written agreement of the parties. Contractor is required to continue to represent the City to the conclusion of all pending issues in all matters assigned to Contractor during the Time of Performance even if the statutory cap has been reached or exceeded. Contractor also agrees to reopen any and all matters assigned during the Time of Performance if future issues arise even if the statutory cap has been reached or exceeded. Contractor agrees to reopen any and all matters assigned during the Time of Performance even if Contractor does not have an Agreement in effect to provide legal services at the time matter is reopened.

3. Compensation and Method of Payment.

A. Compensation. The City agrees to pay the Contractor up to the amount of _____ Dollars (\$_____) for Services performed (the “Compensation”), plus reimbursement of expenses as provided in Section 3.C below including any applicable gross receipts taxes on such amounts. Such amounts shall constitute full and complete compensation for the Contractor’s Services under this Agreement.

B. Method of Payment. Such amount shall be payable at the following rates for professional services, which are exclusive of gross receipts taxes:

Any applicable gross receipts taxes will be computed and added as a separate item to the billing.

C. Reimbursement of Expenses. The following necessary expenses incurred in connection with the Services provided hereunder shall be reimbursed, if approved by the City in advance and billed at actual cost: motel, hotel, car rental, taxi, other accommodations or modes of transportation; computer research, expert witness fees, and long-distance telephone calls. Copies shall be billed at \$0.15 per page and mileage for approved in-state travel shall be billed at then current IRS mileage rates. Travel time shall be billed as no greater than one-half of the traveling party’s hourly rate. The Contractor shall attach copies of all receipts, bills, statements and charges for which reimbursement is requested to its billing. Any applicable gross receipts taxes will be computed and added as a separate item to the billing.

D. Invoices and Payments. Compensation shall be paid to the Contractor at the conclusion of litigation and monthly thereafter. Expense

reimbursements shall be paid to the Contractor monthly upon receipt by the City Risk Management Division of a properly documented invoice for payment as determined by the budgetary and fiscal guidelines of the City, and in accordance with subsection E below, and on the condition that the Contractor has accomplished the Services to the satisfaction of the City. Compensation is subject to the limitations under the New Mexico Workers' Compensation Laws and Regulations.

E. Time Records. The Contractor shall maintain detailed time records which set forth each service rendered in each matter, the person rendering such service, the hourly rate, the time expended in rendering such service, and the date such service was rendered. The City has the right to audit billings both before and after payment, to contest any billing or portion thereof. When the Contractor submits billings for payment pursuant to this Agreement, each billing will specify the amount billed for that reporting period and will indicate the total amount billed to that date under the terms of the Agreement.

F. Appropriations. Notwithstanding any other provision in this Agreement, the terms of this Agreement are contingent upon the City Council of the City of Albuquerque making the appropriations necessary for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City Council, this Agreement may be terminated at the end of the City's then current fiscal year upon written notice given by the City to the Contractor. Such event shall not constitute an event of default. All payment obligations of the City and all of its interest in this Agreement will cease upon the date of termination. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

4. Interest of Contractor.

A. The Contractor agrees that it presently has no direct or indirect interest and shall not acquire any direct or indirect interest which conflicts in any manner or degree with the performance of the Services required to be performed under this Agreement. The Contractor further agrees that no person having any such conflict of interest will be employed to perform the Services.

B. The Contractor hereby agrees to report to the City Attorney in writing, any situation in which the Contractor or a member of the Contractor's firm may be asserting a position contrary to that of the City. Such situations include but are not limited to instituting suit against the City, any of its employees or departments, regardless of whether a technical conflict exists under the Canons of Ethics or Disciplinary Rules or whether the subject matter of the litigation to be instituted is related to the Contractor's representation of the City under this Agreement.

Upon notification of such a conflict, the City Attorney will inform the Contractor in writing within ten (10) days of receipt of the notification that the City will or declines to waive the potential conflict. If the conflict is waived, the Contractor or firm may proceed with representation in the conflict situation, informing the City Attorney should any relevant change of circumstances occur. If waiver of the conflict is denied, the Contractor is obligated under the provisions of this Agreement to cease its efforts in the conflict situation.

If the Contractor refuses to cease representation, or if the Contractor fails to notify the City of a potential conflict, the City may terminate this Agreement upon one (1) day's notice. The Contractor agrees to compensate the City for any costs incurred by the City to obtain alternative representation, including but not limited to the cost of paying substitute counsel to become familiar with the case to a level at which the Contractor withdrew from representation and attorneys fees incurred by the City in obtaining the assistance of alternate counsel.

The City is entitled to withhold payment of the final billing submitted by the Contractor to cover the cost of obtaining substitute representation, as provided above. After securing alternate counsel, the City will provide a summary of costs incurred by this counsel and will pay any applicable amounts due to the Contractor.

5. Records, Pleadings and Case File. Records, pleadings, legal research, and the case file shall be sent to the City Risk Manager at the conclusion of the case. Highly confidential documents such as attorney notes and client correspondence need not be returned.

6. Reports Required. Within thirty (30) days after entering into this Agreement, the Contractor will provide the Risk Manager with a brief analysis of the task to be undertaken and a plan for performing the tasks under the Agreement. With regard to the litigation, this will include an assessment of the relative merits of the parties' positions, and a litigation plan, including a proposed time schedule.

7. Audits and Inspections. At any time during normal business hours and as often as the City may deem necessary, there shall be made available to the City for examination all of the Contractor's records with respect to all matters covered by this Agreement. The Contractor shall permit the City to audit, examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. The Contractor understands and will comply with the City's Accountability in Government Ordinance, §2-10-1 et seq. and Inspector General Ordinance, §2-17-1 et seq. R.O.A. 1994, and also agrees to provide requested information and records and appear as a witness in hearings for the City's Board of Ethics and Campaign Practices pursuant to Article XII, Section 8 of the Albuquerque City Charter.

8. Pleadings. All documents submitted to the Court or opposing counsel shall be copied to the Risk Management Division. Pleadings other than routine pleadings, such as briefs and motions, will be submitted to the Risk Management Division for review and approval prior to filing. Failure to submit such pleadings to the Risk Management Division in advance of filing may constitute grounds for termination of the Agreement or for refusal to compensate the Contractor for all efforts expended in preparation of the pleading.

9. Renewals. Any continuation or renewal of this Agreement shall be the subject of further negotiations between the parties.

10. Termination by Parties. This Agreement may be terminated by either of the parties when required by law or upon fifteen (15) days' notice of termination, whichever occurs first, or substitution of counsel. Notice of termination does not nullify obligations already incurred on the part of either party for performance or failure to perform to the date of termination, subject to the limits on total payment to be made as set forth in Paragraph 3 of this Agreement and subject to the City's entry of substituted counsel as set forth in Paragraph 4.B.

11. Independent Contractors. The Contractor, its officers, employees and agents are independent contractors performing services for the City and are not employees of the City or its department, agencies or instrumentalities. The Contractor, its officers, employees and agents, shall not as a result of this Agreement, accrue any leave, retirement, insurance, bonding, use of City vehicles, or any other benefits available to employees of the City, its agencies or instrumentalities.

12. Assignment Prohibited. The Contractor shall not assign or transfer any interest in this Agreement nor assign any claims for money due or to become due under this Agreement without the City's prior written approval.

13. Subcontracting Prohibited. The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the City's prior written approval.

14. Indemnity. The Contractor agrees to defend, indemnify and hold harmless the City, any of its departments, agencies, officers, or employees from all damages, claims or liabilities and expenses (including attorney's fees) arising out of or resulting in any way from the performance of professional services for the City in the Contractor's capacity as attorney for the City, and caused by any error, omission or negligent act of the Contractor or any person employed by the Contractor, or of any others for whose acts the Contractor is legally liable. The indemnity required hereunder shall not be limited by reason of the specification of any particular insurance coverage in this Agreement.

15. Release from Liability. The Contractor, upon final payment of all amounts due under this Agreement, releases the City, its officers, employees, and servants, the City of

Albuquerque, its departments, agencies, and instrumentalities from all liabilities, claims, and obligations whatsoever arising from or under this Agreement.

16. Insurance. The Contractor shall not commence work under this Agreement until any applicable insurance required in **Section 1.10 Insurance** of the RFLI to this Agreement has been obtained and proper evidence of insurance has been submitted to the City.

17. Discrimination Prohibited. In performing the Services required hereunder, the Contractor shall not discriminate against any person on the basis of race, color, religion, gender, sexual orientation, national origin or ancestry, age, physical handicap, or disability as defined in the Americans with Disabilities Act of 1990, as currently enacted, or hereafter amended.

18. ADA Compliance. In performing the Services required hereunder, the Contractor agrees to meet all requirements of the Americans with Disabilities Act of 1990, and all applicable rules and regulations (the “ADA”), which are imposed directly on the Contractor or which would be imposed on the City as a public entity. The Contractor agrees to be responsible for knowing all applicable requirements of the ADA and to defend, indemnify and hold harmless the City, its officials, agents and employees from and against any and all claims, actions, suits or proceedings of any kind brought against said parties as a result of any acts or omission of the Contractor or its agents in violation of the ADA.

19. Amendments. This Agreement shall not be altered, changed or amended except by written instrument executed by the parties hereto.

20. Complete Agreement. This Agreement incorporates all the agreements, covenants, and understandings between the parties concerning the subject matter hereof, and all such agreements, covenants, and understandings have been merged into this written Agreement. No prior agreement or understanding, verbal or otherwise, of the parties or agents shall be valid or enforceable unless embodied in this written Agreement.

21. Interpretation. This Agreement shall be interpreted, construed, and governed in accordance with New Mexico law.

22. Approval Required. This Agreement shall not become effective or binding until all required signatures have been obtained.

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IN WITNESS WHEREOF, the City and the Contractor have executed this Agreement as of the date first written above.

CITY OF ALBUQUERQUE

APPROVED BY:

Chief Administrative Officer

Date: _____

Department Finance & Administrative
Services Director

Date: _____

Risk Manager

Date: _____

CONTRACTOR:

By: _____

Title: _____