

SERIAL 08038 ROQ SUPPLEMENTAL SPECIALTY LEGAL SERVICES PROVIDERS-COUNTY ATTORNEY

DATE OF LAST REVISION: April 06, 2009

CONTRACT END DATE: June 30, 2011

Amendment #1 (issued 12/23/08) incorporates language which distinguishes and separates the services provided in this contract. "Litigation Services" are incorporated via this amendment and is made clearly separate from "Legal Advise Services". Acceptance of this amendment and willingness to provide those "new" services is contractor elective.

CONTRACT PERIOD THROUGH JUNE 30, 2011

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **SUPPLEMENTAL SPECIALTY LEGAL SERVICES PROVIDERS-COUNTY ATTORNEY**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **June 18, 2008 (Eff. 07/01/08)**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

SF/bg
Attach

Copy to: Materials Management
Christopher Keller, Attorney's Office
Peter Crowley, Risk Management

(Please remove Serial 05041-ROQ from your contract notebooks)

SPECIFICATIONS ON REVIEW OF QUALIFICATIONS FOR: **SUPPLEMENTAL SPECIALTY LEGAL SERVICES PROVIDERS-COUNTY ATTORNEY**

1.0 **INTENT:**

Maricopa County intends to select private counsel to provide legal services in support of the County Attorney in various fields. Some of these practice areas will involve the County as a party to litigation, and the incident handled may be one for which the County is wholly or partially self-insured with various retention levels. Other practice areas require occasional outside legal services in a specific matter in which there is a need to supplement the services available in the County Attorney's Office. To this end, the County will enter into an agreement with numerous qualified attorneys who, from time to time, may be called upon to provide legal services regarding a specific matter according to the terms fixed by the agreement. A copy of the anticipated contract is attached to this invitation, identified as Attachment B. *Letters of interest and statements of qualifications are invited from those members of the legal community who are interested in serving as counsel for Maricopa County when called upon to do so.* This procurement activity is identified as a requirements contract, and no guarantees are made by the County as to the quantity of "work" that may be required. Initial contract period will be for a three (3) year period, with three (3), one (1) year options for renewal. Maricopa County reserves the right to make subsequent awards (additions), to the resultant contract, as requirements demand.

2.0 **SCOPE OF WORK/SERVICES REQUESTED:**

Statements of Qualification will be considered for the full range of practice areas related to the needs of county government, including, *but not limited to:*

- appellate practice;
- attorney conduct and professionalism;
- bond and disclosure counsel;
- collections and bankruptcy;
- commercial transactions;
- construction litigation;
- election law;
- eminent domain and relocation;
- environmental law;
- general governmental practice (open meetings, public records, budget law, etc.);
- tort liability;
- health care, including public health and employee benefit coverage issues;
- public housing;
- immigration law;
- indigent representation;
- insurance contracts;
- intellectual property;
- labor law and employment;
- legislative matters;
- medical malpractice;
- planning and zoning;
- real estate transactions;
- Section 1983 civil rights defense;
- probate litigation;
- property tax appeals, tax lien sales and foreclosures, Treasurer's matters;
- public contracts and procurement;
- public official liability;
- road, building, design and construction or maintenance liability.

The range of services, depending upon the needs of the county and the qualifications of COUNSEL, may include the following: advice, direction and representation in cooperation with the County Attorney and, if applicable, the County Risk Manager or other department head or public officials within the County; investigation, legal research and writing, preparation of pleadings, legal memoranda and briefs,

appearances before administrative boards, trial and appellate courts; and active association with the Maricopa County Attorney's Office as co-counsel in specified cases.

3.0 **SPECIAL TERMS AND CONDITIONS**

- 3.1 Any agreement to provide legal services must conform to and be governed by the laws of the State of Arizona. The County accepts no legal or financial responsibility for the preparation of letters of interest and statements of qualifications by interested attorneys, or the costs inherent in negotiation of an agreement with the County.
- 3.2 All counsel providing legal representation for the County shall be properly licensed to practice in the State of Arizona, and shall maintain the required insurance coverage(s) set forth herein, for the duration of the contract.
- 3.3 The County Attorney and the County Risk Manager, if applicable, reserve the right of approval regarding the assignment of the firm's personnel to represent the County. At the written request of the County, the firm will immediately replace any personnel assigned.
- 3.4 The services of any firm may be terminated upon ten (10) days written notice given by the County Attorney. In the event of such action, the firm will provide the necessary and appropriate assistance to transfer pending matters to the County Attorney and/or successor counsel.
- 3.5 All counsel providing representation shall agree not to engage in litigation against or provide legal services adverse to the County or other Maricopa County Special Taxing Districts or political subdivisions, including but not limited to: Maricopa County Special Health Care District, Flood Control District of Maricopa County, Maricopa County Stadium District, Maricopa County Housing Authority, and Maricopa County Library District, without first obtaining written permission to do so from the County Attorney (and district, if applicable) during the effective period of the Agreement for Legal Services.

4.0 **SELECTION PROCESS**

- 4.1 Letters of interest and statements of qualification/applications must be received no later than April 28 47, 2008 at 2:00 P.M., MST. Submittals received after that date and time will not be considered. All material should be submitted with an **ORIGINAL AND FIVE COPIES** for distribution to the Selection Board and staff. **The "ORIGINAL" copy shall be identified as such.**
- 4.2 The selection of legal service providers will be effected by a review of qualifications pursuant to the Maricopa County Procurement Code, MC1-346(D)(3) and MC1-203. A Selection Board consisting of not less than three (3) persons, not less than one of whom shall be a deputy county attorney, will review the letters of interest and statements of qualifications and recommend those law firms which are most advantageous and in the best interests of the County. Members of the Selection Board are subject to change. The Selection Board will request comment and recommendations from County officials and managers who are directly affected by certain specialized areas of practice under consideration. The Selection Board will make recommendations to be submitted to the County Attorney for review and final recommendation to the Board of Supervisors. Upon final selection/recommendation, by the Selection Board, an agreement as set forth in Attachment B shall be executed by the Board of Supervisors, and the County Attorney, for each successful applicant. Agreements will be for a period of three (3) years, and may be renewed for three (3) additional, one (1) year periods upon written consent of the parties. The County may consider hourly rate increases or increases in other alternative methods of payment only at the time of renewal upon good cause. Changes to compensation/hourly rates are effective only when approved and incorporated into the agreement by Materials Management.
- 4.3 The review of qualifications by the Selection Board will consist primarily of review of written materials submitted. Personal interviews may be scheduled, at the discretion of the Selection Board.

5.0 **MATERIALS TO BE SUBMITTED/SELECTION CRITERIA**

The format of counsel's letter of interest and statement of qualifications is left to the discretion of the applicant/respondent, so long as the subjects listed below are specifically addressed. These subjects are not necessarily listed in the order of their importance as selection criteria.

- 5.1 Maricopa County intends to explore alternatives to the traditional method of compensation for professional legal services. For example, counsel are strongly encouraged to propose discounting of fixed hourly rates after reaching certain dollar thresholds during the life of the contract (i.e. volume discounts, see Attachment A Pricing Component B and Pricing Component C). In addition, counsel are also encouraged to propose still other alternative compensation methods of their own choosing on Attachment A Pricing Component C.
- 5.2 The attorney responsible for managing the agreement as well as the names and background information of firm members who will be responsible for the professional services to be rendered;
- 5.3 The firm's prior experience with representation of government/public entities;
- 5.4 The firm's representative clientele; and
- 5.5 **A clear, concise indication of the practice areas in which the firm has a special capacity and willingness to perform, addressing in particular the practice areas listed in Section 2.0 above, with detailed information concerning the firm's background and experience, citing examples, in the specific areas in which they offer their services. APPLICATIONS/RESPONSES SHALL CLEARLY STATE THE SPECIALTY PRACTICE AREA(S) OR SERVICES THAT ARE OFFERED, AND PROVIDE DETAILED INFORMATION CONCERNING THE FIRM'S BACKGROUND AND EXPERIENCE IN THAT SPECIALTY PRACTICE AREA(S) OR SERVICE(S).**
- 5.6 Each application/response shall also include the following noted *completed* attachments:
 - 5.6.1 Attachment A (**Pricing/Payment Terms**)
 - 5.6.2 Attachment B (Agreement for Legal Services, inclusive of an original signature)

6.0 **PROCEDURE FOR SUBMISSION OF APPLICATIONS:**

- 6.1 **One (1) original and five (5) copies of the proposal must be received in a sealed envelope with the referenced ROQ title and number on the outside of the sealed envelope. Attachments A and B must be completed in their entirety. *ADDITIONALLY, YOUR COMPLETE RESPONSE/APPLICATION SHALL BE PROVIDED AS AN ELECTRONIC COPY ON A CD (no pdf files).***

NO FAX OR ELECTRONIC RESPONSES ARE ACCEPTABLE!!

- 6.1.1 **Sealed applications/responses shall be delivered to the address listed no later than 2:00 P.M. MST on April 28 ~~47~~, 2008. Maricopa County does not take postmark dates into consideration. "late bids" will not be considered for contract award.**
- 6.2 **Applications/responses shall be identified with return address, the serial number and title of this solicitation, in the following manner and be delivered to:**

**Maricopa County Department of Materials Management
320 W Lincoln St.
Phoenix, AZ 85003
(602) 506-3967**

SERIAL 08038 – ROQ
SUPPLEMENTAL SPECIALTY LEGAL SERVICES PROVIDERS – COUNTY
ATTORNEY (NIGP 96149)

REVIEW ALL DOCUMENT SUBMISSION REQUIREMENTS CAREFULLY

**APPLICATIONS/SUBMISSIONS WHICH ARE NOT “COMPLETE” MAY
BE DEEMED NONRESPONSIVE AND NOT CONSIDERED FOR
AWARD**

**ALL APPLICANTS/RESPONDENTS SHALL BE REGISTERED AS A
VENDOR (MANDATORY WITH MARICOPA COUNTY. REFER TO
EXHIBIT 1, FOR INSTRUCTIONS**

**DO NOT SUBMIT YOUR ROQ RESPONSE/APPLICATION TO THE COUNTY
ATTORNEY!!**

7.0 **SPECIAL TERMS & CONDITIONS:**

7.1 OPTION TO EXTEND:

The County may, at its option and with the approval of the Contractor, extend the period of this Contract up to a maximum of three (3), one (1) year options. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

7.2 INQUIRIES:

All inquiries concerning information contained herein shall be in writing via fax or e-mail, addressed to:

MARICOPA COUNTY
DEPARTMENT OF MATERIALS MANAGEMENT
ATTN: CONTRACT ADMINISTRATION
320 WEST LINCOLN
PHOENIX AZ 85003

All inquiries shall be addressed to:

STAN FISHER, SENIOR PROCUREMENT OFFICER - (602) 506-3274

EMAIL: sfisher@mail.maricopa.gov

No oral communication is binding on Maricopa County.

8.0 **CONTRACT TERMS AND CONDITIONS:**

See Attachment B

9.0 **ADMINISTRATIVE INFORMATION:**

9.1 INCORPORATION OF REVIEW OF QUALIFICATIONS SOLICITATION INTO THE CONTRACT:

The contents of this Review of Qualifications and the selected firm's response shall be incorporated into the Contract.

9.2 **PROCUREMENT AUTHORITY:**

The Maricopa County Procurement Code (“The Code”) governs this procurement and is incorporated by this reference. Any protest concerning this Review of Qualifications must be filed with the Procurement Consultant in accordance with Section MCI-905 of the Code.

9.3 **CONFORMANCE TO THE MARICOPA COUNTY PROCUREMENT CODE:**

If any Applicant/Respondent believes that any aspect of this Review of Qualifications is inequitable or impracticable of performance, they must proceed in accordance with the Maricopa County Procurement Code, Section MC1-905, to secure an administrative determination on this point.

9.4 **PUBLIC RECORD:**

All information submitted relating to this ROQ, except for proprietary information, shall become part of the public record, in accordance with the Maricopa County Procurement Code, Section MC1-339.

9.5 **D/M/WBE PARTICIPATION:**

Respondents submitting a response are encouraged to solicit D/M/WBE participation on this Contract. A list of certified D/M/WBE enterprises may be obtained by contacting the Maricopa County Materials Management Department Procurement Consultant for this solicitation. Please indicate in your bid response D/M/WBE areas of involvement for monitoring purposes.

9.6 **EVALUATION CRITERIA:**

The evaluation of this bid will be based on but not limited to the following:

- 9.6.1 Submission of all required documents
- 9.6.2 Evaluation Committee/Selection Board will review and evaluate materials submitted and may conduct personal interviews, at the option/discretion of the County.
- 9.6.3 Determination of responsibility
- 9.6.4 Negotiation of hourly rate(s), proposed discount(s) for volume of work (if any), or proposed alternative compensation options (if any), at the option/discretion of the County.

9.7 **AWARD:**

Multiple awards may be made, in the County’s best interest.

9.8 **NON-DISCRIMINATION:**

The Contractor in the performance of this Contract will not discriminate against any employee for employment based on race, religion, sex, national origin or disability.

9.9 **COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986 (IRCA) REQUIRED:**

Contractor understands and acknowledges the applicability of the IRCA. Contractor agrees to comply with the IRCA in performing under this Contract and to permit County inspection of personnel records to verify such compliance.

9.10 **COVENANT AGAINST CONTINGENT FEES:**

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon a contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona-fide employees or bona-fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach of violation of this warranty, the County shall have the right to terminate this Contract in accordance with the

termination clause, and at its sole discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

9.11 NON-COLLUSION:

The Contractor expressly warrants and certifies that neither the Contractor nor its employees or associates has directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in conjunction with this Review of Qualifications.

9.12 PROMPT PAYMENT DISCOUNT:

Maricopa County, through its "Continuous Improvement Initiatives" has identified Payment as a process requiring attention and improvement. Maricopa County has initiated changes in this area, which are intended to both improve and expedite this process. In light of these efforts, ROQ Respondents are **REQUIRED TO CHOOSE ONE OF THE STANDARD TERMS THE COUNTY UTILIZES (SEE ATTACHMENT A). FAILURE TO INDICATE A TERM WILL RESULT IN THE COUNTY APPLYING NET 30 DAYS AS BIDDERS TERMS. BIDDER TERMS WILL BE CONSIDERED IN DETERMINING THE BIDDERS PRICE.**

9.13 VENDOR REGISTRATION:

Contractors are required to be registered with Maricopa County if they are selected for an award of any County Business. Failure to comply with this requirement in a timely fashion will cause your application/response to be declared non-responsive. See Exhibit 2 for vendor registration procedure/ information

ATTACHMENT B

08038- ROQ

SUPPLEMENTAL SPECIALITY LEGAL SERVICES PROVIDERS – COUNTY ATTORNEY

AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT is made and entered into by and between Maricopa County (COUNTY) acting by and through the Maricopa County Board of Supervisors, the Maricopa County Attorney, and FIRM (COUNSEL) and shall have an effective date of July 1, 2008.

It is agreed between the parties as follows:

1. By this reference this Agreement incorporates all provisions of COUNTY's Invitation to Submit Letters of Interest and Statements of Qualification for Proposed Legal Services Providers.
2. Upon referral of a lawsuit or other matter by COUNTY and upon COUNSEL's acceptance of the lawsuit or other matter, COUNSEL shall be appointed as Special Counsel to handle the lawsuit or other matter referred. As Special Counsel, COUNSEL agrees to provide all necessary legal services, including advice and counsel, investigation, legal research, preparation of pleadings, legal memoranda, briefs, and appearances in court in representing COUNTY.
3. The legal services shall be carried out in cooperation with the County Attorney in a manner consistent with COUNSEL's ethical obligations.
4. When deemed necessary and appropriate by COUNSEL and the County Attorney, COUNSEL may be authorized to retain additional legal services from a qualified firm or individual in order to complete an engagement, upon such terms and conditions as may be pre-approved by the County Attorney.
5. When referral of a lawsuit is made, COUNTY will furnish COUNSEL all investigative and other materials it has relative to the claims to be asserted in the lawsuit and will, subject to COUNTY's approval, conduct such additional investigation as COUNSEL shall request.
6. COUNTY agrees to pay COUNSEL for services under this Agreement according to the fee schedule for services appended hereto as Appendix A. No bill for services shall exceed the rates set forth in Appendix A without prior authorization from COUNTY or County Attorney's Office.

When the special talents of partners or other members of COUNSEL's firm whose services are not addressed in Attachment A may prove to be of benefit to the COUNTY in a particular case, fees for those services may be negotiated by the parties as appropriate, independent of the fee structure set forth in Attachment A. Any services not specified herein shall be billed at actual cost, with prior written consent by COUNTY, or County Attorney's Office.

In addition, actual, necessary expenses paid or incurred by COUNSEL in connection with performance hereunder will be reimbursed by COUNTY, when accompanied by receipts. COUNSEL shall obtain prior approval from the COUNTY before incurring expenses for such things as out of town travel, lodging or any single item expense in excess of \$500.00.

Out-of-town travel expenses of COUNSEL shall be in full compliance with the Maricopa County Policy for Contractor Travel and Per Diem (*see Exhibit 3, attached to this solicitation*), which shall be an integral part of this contrac/agreement.

Notwithstanding the foregoing, the maximum reimbursement by COUNTY for photocopy and facsimile charges shall be:

- a. Facsimile ("FAX") charges: \$.25 per page, (charge permissible for out going faxes only); and
 - b. Photocopy charges: \$.20 per copy.
7. COUNSEL agrees that COUNTY or its duly authorized representative shall, until the expiration of three years after final payment under this Agreement, have access to and the right to examine any books, documents, papers, files, records and other evidence and accounting procedures and practices sufficient to reflect properly all work performed, time charged and compensation and costs received under this Agreement. The materials described herein shall be made available at the office of COUNSEL at all reasonable times for inspection, audit or reproduction until the expiration of three years from the date of final payment of this Agreement.
 8. COUNSEL shall submit monthly billings for services rendered and expenses incurred. All billings should be submitted no later than the 15th of the month following the month in which the services were performed or expenses incurred, and must in any event be submitted by the close of the month following the month in which the services were performed or expenses incurred. Professional service fees must be invoiced by date service performed, name or initials of person performing service with hourly rate, and each separate service noted with time charged by tenth of hour. Counsel shall not block bill. All billing shall also include the case name or matter number, County Attorney file number, Risk Management file number (if applicable), firm's County Vendor number and all back-up support for legal fees and costs, along with a separate running total of fees for each case.
 9. COUNSEL is retained by COUNTY only for the purposes and to the extent set forth in this Agreement.
 10. COUNSEL agrees not to engage in litigation against or provide legal services adverse to COUNTY (including the Maricopa County Special Health Care District, Maricopa County Housing Authority, and any special district whose governing body is made up of members of the Maricopa County Board of Supervisors) during the effective period of this Agreement without first obtaining written permission to do so from the Office of the County Attorney, and if applicable, said district.
 11. COUNSEL shall promptly furnish copies of all pleadings, including answers to interrogatories, document requests and disclosure statements, medical reports, investigative reports, appellate briefs, and all significant correspondence to COUNTY. Depositions shall be summarized promptly and furnished to COUNTY. Deposition requests and retention of experts must be reviewed and pre-authorized by COUNTY, or County Attorney's Office.
 12. As soon after receipt of a lawsuit as is practical, COUNSEL shall furnish COUNTY with a written evaluation of the merits of the case, an assessment of the exposure to COUNTY, and a legal budget through trial. Thereafter, Counsel shall provide to the County Attorney's Office a quarterly status report by the 15th day of January, April, July and October of each year in which the representation continues, as well as a special report of all events that significantly affect the merits of the lawsuit or the exposure of the COUNTY. COUNSEL shall attend meetings to discuss the lawsuit's status at the time and place as requested by COUNTY.
 13. All offers of compromise shall be promptly transmitted to COUNTY, together with COUNSEL's recommendation. The County Attorney's Office will be responsible for obtaining authority to respond to settlement proposals, and scheduling of any matter before the Maricopa County Board of Supervisors.

14. As soon as all discovery has been completed, and in any event, no later than three months prior to the date set for trial, COUNSEL shall discuss with COUNTY the status of the lawsuit with any recommendations as to settlement. COUNSEL shall, at all other times, discuss with COUNTY the advisability of attempting to settle a lawsuit when it is in the best interest of COUNTY to attempt settlement.
15. Whenever additional investigation is deemed desirable by COUNSEL and it can be provided by use of investigators, COUNSEL shall notify COUNTY of such need and the COUNTY may elect, at its option, to conduct such investigation.
16. Deposition requests and expert witnesses shall be retained only after consultation with and approval of the COUNTY or County Attorney's Office. COUNSEL may either pay for expert and other costs as incurred in accordance with the terms of this Agreement and submit them to COUNTY for reimbursement along with the monthly invoice for services, or may incur those costs on behalf of COUNTY and arrange for the submittal of invoices directly to COUNTY for payment to the vendor.
17. COUNSEL shall forward to the County Attorney for response all requests received from the Arizona Auditor General relating to an assessment of liability and damages exposure in any matter which has been referred to COUNSEL. COUNSEL shall cooperate with the County Attorney in responding to the Auditor General as efficiently as possible in order to minimize the cost to COUNTY.
18. COUNSEL agrees to act as co-counsel with the County Attorney on those cases where the County Attorney's Office determines that it is advisable to do so.
19. COUNSEL agrees that the COUNTY may request the services of COUNSEL'S employees (such as associate attorneys, paralegal and other personnel) whose hourly rates have not been specified in this Agreement. In that event, an appropriate hourly rate will be mutually agreed upon.
20. This Agreement shall be effective from July 1, 2008 through June 30, 2011. Thereafter, this Agreement may be renewed with the written consent of the Board of Supervisors, the County Attorney and COUNSEL, for up to three (3) additional, one (1) year periods, upon the same terms and conditions as set forth herein provided that COUNSEL's fee structure may be renegotiated upon such renewals. Any representation on matters in progress as of the contract expiration date shall continue, unless COUNSEL is notified of other arrangements, and such continued representation shall be governed by the terms of this Agreement as if it had not expired. Fee structure changes are subject to approval by the County.
21. Unless specified otherwise, as, for example, in paragraph 22, below, when notice or correspondence, including invoices for services rendered, is required to be sent to COUNTY, it shall be sent to:

**Maricopa County Attorney's Office
Division of County Counsel
Attention: Chris Keller, Division Chief, MCAO Civil Division
Security Center Building
222 North Central Avenue, Suite 1100
Phoenix, Arizona 85004-2206**
22. For matters referred to COUNSEL where the underlying claim is subject to coverage under COUNTY's program of self-insurance, management and supervision of the matter referred shall be the joint responsibility of the Claims Manager for Maricopa County Risk Management Department, and the County Attorney's Office. Unless informed otherwise, the provisions of this Agreement pertaining to notice to COUNTY, including pre-authorization for costs to be incurred in a matter, submission of monthly billing statements, analyses of liability and case planning, provision of copies of pleadings and

correspondence, and notice of settlement offers, shall be sent to the individual designated in paragraph 21 and also to:

Maricopa County
 Risk Management Department
 Security Center Building
 Attn: Ted Howard, Claims Manager
 222 North Central Avenue, Suite 1100
 Phoenix, Arizona 85004-2206

- 23. COUNSEL may, upon referral of a lawsuit, decline to represent COUNTY. COUNSEL may also withdraw from representation of COUNTY when it would be ethically improper to continue. In the event COUNSEL must either withdraw from a case or decline a representation, COUNTY shall be immediately notified in writing or by telephone if time is of the essence.
- 24. COUNSEL agrees to provide evidence satisfactory to COUNTY that COUNSEL has in full force and effect liability insurance in amounts which meet or exceed those set forth below:

<u>REQUIRED INSURANCE</u>	<u>MINIMUM LIMITS OF LIABILITY</u>
Worker's Comp - Employer's Liability	Statutory - \$500,000/\$500,000/\$500,000
Comprehensive General Liability (Including Contracts and Personal Injury Liability)	\$2,000,000 per occurrence
Auto Liability	\$1,000,000 per occurrence
Professional Malpractice	\$2,000,000.00 5,000,000 per occurrence

- 25. COUNSEL agrees to name COUNTY as additional insured for all required insurance except Workers' Compensation and Professional Malpractice. COUNSEL shall provide COUNTY a Certificate of Insurance evidencing that the insurance required herein is in full force and effect with COUNSEL'S signed agreement. Thereafter, COUNTY may request and COUNSEL shall provide any Certificate of Insurance reflecting any change in insurance carrier or change in the amount, however, coverage shall not fall below the amount required. If any insurance is written on a "claims made" basis, coverage shall extend for two (2) years past the completion and closure of any lawsuit or other matter assigned to COUNSEL.
- 26. To the fullest extent permitted by law, COUNSEL shall defend, indemnify, and hold harmless COUNTY, its agents, officers, directors, officials and employees from and against all claims, damages, losses, and expenses (including, but not limited to, reasonable attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the COUNSEL's acts, errors, mistakes, or omissions in the performance of this Agreement. COUNSEL's duty to defend, hold harmless, and indemnify COUNTY, its agents, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense caused by any acts, errors, mistakes or omissions related to COUNSEL's services in the performance of this Agreement, including acts, errors, mistakes or omissions by any person for whom counsel may be legally liable. Notwithstanding the foregoing, this section shall apply exclusively to those actions by COUNSEL and its agents which are tortious in nature and shall not apply to actions which may constitute professional malpractice for which COUNSEL has provided the required insurance pursuant to paragraph 24 hereof.
- 27. It is understood that COUNSEL may be assigned to represent COUNTY in any particular action only by decision of the County Attorney, or when authorized by the Restated Declaration of Trust for Maricopa County, Arizona, Self-Insured Trust Fund, (Section II(B)(3)(a)), by decision of the Maricopa County Board of Supervisors, the Board of the Maricopa Special Health Care District or by the County Risk Manager. COUNSEL's assignment may be withdrawn at any time at the sole discretion of the County Attorney or

when authorized by the Restated Declaration of Trust for Maricopa County, Arizona, Self-Insured Trust Fund, (Section II(B)(3)(a)), by decision of the Maricopa County Board of Supervisors, the Special Health Care District, or by the County Risk Manager, and, if so, COUNSEL shall cooperate fully with alternative assigned Counsel.

28. In the event that any attorney affiliated with COUNSEL who has performed or is performing any work on behalf of COUNTY leaves the firm, COUNTY shall have the option of requesting that attorney to continue providing legal services to the COUNTY, and if the attorney consents to continued representation of COUNTY, the attorney shall do so pursuant to the terms and conditions of this Agreement for Legal Services. The above notwithstanding, this Agreement shall survive the departure of any attorney affiliated with COUNSEL and shall remain in full force and effect as between COUNTY and COUNSEL, and similarly, between COUNTY and any attorney who leaves the firm and who consents to continuing representation. An Amended Agreement for Legal Services may be executed by COUNTY and COUNSEL or such an attorney to reflect the changes in the law firm entity or association, without a new public solicitation.
29. COUNSEL agrees to notify the County Attorney's Office and the county department or agency involved in any engagement, if COUNSEL receives any inquiry or request for information or documents from the media. COUNSEL agrees NOT to respond to any such request without the prior approval of both the County Attorney's Office and the county department or agency involved in the engagement, or to issue press releases or conduct interviews without the prior authorization of the County Attorney.

Upon conclusion of any matter handled by COUNSEL on behalf of COUNTY, COUNSEL agrees to provide its files on the matter to the County Attorney, for appropriate retention as a public record.

BERKE LAW FIRM PLLC, 1601 NORTH 7TH STREET, SUITE 360, PHOENIX, AZ 85006

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: YES NO

PRICING SHEET NIGP CODE 9614912

PRICING - COMPONENT A

ITEM DESCRIPTION (FIXED HOURLY RATES)	FIXED HOURLY RATE
1. Fixed hourly rate for Senior Partner	<u>\$180.00</u>
2. Fixed hourly rate for Partner	<u>\$170.00</u>
3. Fixed hourly rate for Associate	<u>\$165.00 Senior Associate</u> <u>\$155.00 Junior Associate</u>
4. Fixed hourly rate for Legal Assistant	<u>\$110.00</u>

PRICING - COMPONENT B (VOLUME DISCOUNTS)

Percentage discount off hourly rates (Attorney and Legal Assistant(s) proposed in COMPONENT A above based on volume of all work billed over the course of the contract period (initial three (3) years).

1. If a contracted firm (Counsel) bills over \$250,000.00, it agrees to discount hourly rates by 3 % for all Attorneys, and 3 % for Legal Assistants.
2. If a contracted firm (Counsel) bills over \$500,000.00, it agrees to discount hourly rates by 7 % for all Attorneys, and 7 % for Legal Assistants.
3. If a contracted firm (Counsel) bills over \$750,000.00, it agrees to discount hourly rates by 10 % for all Attorneys, and 10 % for Legal Assistants.

SPECIALTY LEGAL SERVICES (PRACTICE AREAS) ARE OFFERED FOR THE FOLLOWING:

- Section 1983 Civil Rights Defense;
- Tort Liability;
- Public Official Liability;
- Road, Building, Design and Construction or Maintenance Liability;

Contractor has agreed to acceptance of Amendment #1, and has provided the following document noting acceptance of the same. Effective date of Amendment #1 is December 23, 2008.

BERKE LAW FIRM PLLC, 1601 NORTH 7TH STREET, SUITE 360, PHOENIX, AZ 85006

08038 AMENDMENT #1



MARICOPA COUNTY MATERIALS MANAGEMENT

Memo to: Supplemental Specialty Legal Services Providers
From: Stan Fisher, Senior Procurement Officer
Date: December 23, 2008
Re: AMENDMENT #1 CONTRACT 08038-ROQ, SUPPLEMENTAL SPECIALTY LEGAL SERVICES PROVIDERS - COUNTY ATTORNEY

Amendment #1 is issued to distinguish/separate the services provided by any awarded contractor, to the County. Via issuance of Amendment #1, these services shall be clearly defined/distinguished as "Legal Advice Services" and "Litigation Services". "Legal Advice Services" is NOT changed in any manner. "Litigation Services" are incorporated via subject amendment (Attachment B, AGREEMENT FOR LEGAL SERVICES). "Litigation Services" shall be provided at the direction of the County Manager.

The fee/compensation schedule in effect for this contract shall remain constant, regardless of the contractor/awardee elective determination regarding willingness to provide the service incorporated by Amendment #1.

Contractor/Awardee shall sign/acknowledge the provided amendment, if they wish to provide "Litigation Services" to the County, in full agreement/understanding of Amendment #1. Contractor/Awardee shall understand that they are not obligated to provide "Litigation Services". The determination to provide "Litigation Services" is contractor elective. As stated previously, NO changes will be made to subject contract, unless you/your firm acknowledge/sign/agree to the incorporation of "Litigation Services". Firms which agree to provide "Litigation Services" shall provide the appropriate signed acknowledgement documents to:

Maricopa County Materials Management
Stan Fisher, Senior Procurement Officer
320 W. Lincoln Street
Phoenix, AZ 85003

It is important that you understand this "cover letter" and the accompanying AMENDMENT #1, shall be provided (completed/signed), if your firm's elective determination is to provide "Litigation Services" to the County.

IF YOUR FIRM AGREES TO PROVIDE "LITIGATION SERVICES" TO THE COUNTY, YOUR RESPONSE SHALL BE RECEIVED AT THE ABOVE NOTED ADDRESS NOT LATER THAN CLOSE OF BUSINESS JANUARY 5, 2009.

IF YOUR FIRM DOES NOT WISH TO PROVIDE "LITIGATION SERVICES" TO THE COUNTY, NO RESPONSE IS REQUIRED

ACKNOWLEDGEMENT/ACCEPTANCE OF AMENDMENT #1, is indicated by completing the acknowledgement block below:

Berke Law Firm, PLLC
CONTRACTOR/AWARDEE
Lori Berke, Manager/Member
PRINTED NAME AND TITLE
Lori Berke
SIGNATURE

BERKE LAW FIRM PLLC, 1601 NORTH 7TH STREET, SUITE 360, PHOENIX, AZ 85006

Terms: 2% 10 Days Net 30

Vendor Number: W000012560 X

Telephone Number: 602/254-8800

Fax Number: 602/254-8808

Contact Person: Lori Berke

E-mail Address: lori@berkelawfirm.com

Certificates of Insurance Required

Contract Period: To cover the period ending **June 30, 2011.**

BERRY & ASSOCIATES, 2302 N. THIRD STREET, PHOENIX, AZ 85004

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: X YES NO

PRICING SHEET NIGP CODE 9614912

PRICING - COMPONENT A

ITEM DESCRIPTION (FIXED HOURLY RATES)	FIXED HOURLY RATE
1. Fixed hourly rate for Senior Partner	<u>\$185.00</u>
3. Fixed hourly rate for Associate	<u>\$135.00</u>
4. Fixed hourly rate for Legal Assistant	<u>\$70.00</u>

PRICING - COMPONENT B (VOLUME DISCOUNTS)

Percentage discount off hourly rates (Attorney and Legal Assistant(s) proposed in COMPONENT A above based on volume of all work billed over the course of the contract period (initial three (3) years).

1. If a contracted firm (Counsel) bills over \$250,000.00, it agrees to discount hourly rates by 0 % for all Attorneys, and 0 % for Legal Assistants.
2. If a contracted firm (Counsel) bills over \$500,000.00, it agrees to discount hourly rates by 5 % for all Attorneys, and 5 % for Legal Assistants.
3. If a contracted firm (Counsel) bills over \$750,000.00, it agrees to discount hourly rates by 10 % for all Attorneys, and 10 % for Legal Assistants.

SPECIALTY LEGAL SERVICES (PRACTICE AREAS) ARE OFFERED FOR THE FOLLOWING:

- Commercial Transactions;
- Construction Litigation;
- Environmental Law;
- Tort Liability;
- Section 1983 Civil Rights Defense;
- Public Official Liability;

Contractor has agreed to acceptance of Amendment #1, and has provided the following document noting acceptance of the same. Effective date of Amendment #1 is December 23, 2008.

BERRY & ASSOCIATES, 2302 N. THIRD STREET, PHOENIX, AZ 85004

08038 AMENDMENT #1



MARICOPA COUNTY MATERIALS MANAGEMENT

Memo to: Supplemental Specialty Legal Services Providers
From: Stan Fisher, Senior Procurement Officer
Date: December 23, 2008
Re: AMENDMENT #1 CONTRACT 08038-ROQ, SUPPLEMENTAL SPECIALTY LEGAL SERVICES PROVIDERS – COUNTY ATTORNEY

Amendment #1 is issued to distinguish/separate the services provided by any awarded contractor, to the County. Via issuance of Amendment #1, these services shall be clearly defined/distinguished as "Legal Advice Services" and "Litigation Services". "Legal Advice Services" is NOT changed in any manner. "Litigation Services" are incorporated via subject amendment (Attachment B, AGREEMENT FOR LEGAL SERVICES). "Litigation Services" shall be provided at the direction of the County Manager.

The fee/compensation schedule in effect for this contract shall remain constant, regardless of the contractor/awardee elective determination regarding willingness to provide the service incorporated by Amendment #1.

Contractor/Awardee shall sign/acknowledge the provided amendment, if they wish to provide "Litigation Services" to the County, in full agreement/understanding of Amendment #1. Contractor/Awardee shall understand that they are not obligated to provide "Litigation Services". The determination to provide "Litigation Services" is contractor elective. As stated previously, NO changes will be made to subject contract, unless you/your firm acknowledge/sign/agree to the incorporation of "Litigation Services. Firms which agree to provide "Litigation Services" shall provide the appropriate signed acknowledgement documents to:

Maricopa County Materials Management
Stan Fisher, Senior Procurement Officer
320 W. Lincoln Street
Phoenix, AZ 85003

It is important that you understand this "cover letter" and the accompanying AMENDMENT #1, shall be provided (completed/signed), if your firm's elective determination is to provide "Litigation Services" to the County.

IF YOUR FIRM AGREES TO PROVIDE "LIGATION SERVICES" TO THE COUNTY, YOUR RESPONSE SHALL BE RECEIVED AT THE ABOVE NOTED ADDRESS NOT LATER THAN CLOSE OF BUSINESS JANUARY 5, 2009.

IF YOUR FIRM DOES NOT WISH TO PROVIDE "LITIGATION SERVICES" TO THE COUNTY, NO RESPONSE IS REQUIRED

ACKNOWLEDGEMENT/ACCEPTANCE OF AMENDMENT #1, is indicated by completing the acknowledgement block below:

BERRY + ASSOCIATES PLLC
CONTRACTOR/AWARDEE
CHRISTOPHER J. BERRY MEMBER
PRINTED NAME AND TITLE
[Signature]
SIGNATURE

BERRY & ASSOCIATES, 2302 N. THIRD STREET, PHOENIX, AZ 85004

Terms: NET 30

Vendor Number: W000012578 X

Telephone Number: 602/462-1141

Fax Number: 602/462-1151

Contact Person: Christopher Berry

E-mail Address: cberry@berryandassoc.com

Certificates of Insurance Required

Contract Period: To cover the period ending **June 30, 2011.**

LAW OFFICE OF SCOTT E. BOEHM, 2200 E. CAMELBACK ROAD, SUITE 213, PHOENIX, AZ 85353

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: YES NO

PRICING SHEET NIGP CODE 9614912

PRICING - COMPONENT A

ITEM DESCRIPTION (FIXED HOURLY RATES)	FIXED HOURLY RATE
1. Fixed hourly rate for Senior Partner	<u>\$300.00</u>

SPECIALTY LEGAL SERVICES (PRACTICE AREAS) ARE OFFERED FOR THE FOLLOWING:

- Appellate Practice of All Types,
Including Statutory of Interlocutory Special Actions,
- Constitutional Law And Litigation
- Regulation of Sexually-Oriented Businesses,
Including The Defense Of State Statutes and County
Ordinances Against Constitutional Attack to Prevent Enforcement.

Contractor has agreed to acceptance of Amendment #1, and has provided the following document noting acceptance of the same. Effective date of Amendment #1 is December 23, 2008.



MARICOPA COUNTY MATERIALS MANAGEMENT

Memo to: Supplemental Specialty Legal Services Providers
From: Stan Fisher, Senior Procurement Officer
Date: December 23, 2008
Re: AMENDMENT #1 CONTRACT 08038-ROQ, SUPPLEMENTAL SPECIALTY LEGAL SERVICES PROVIDERS – COUNTY ATTORNEY

Amendment #1 is issued to distinguish/separate the services provided by any awarded contractor, to the County. Via issuance of Amendment #1, these services shall be clearly defined/distinguished as "Legal Advice Services" and "Litigation Services". "Legal Advice Services" is NOT changed in any manner. "Litigation Services" are incorporated via subject amendment (Attachment B, AGREEMENT FOR LEGAL SERVICES). "Litigation Services" shall be provided at the direction of the County Manager.

The fee/compensation schedule in effect for this contract shall remain constant, regardless of the contractor/awardee elective determination regarding willingness to provide the service incorporated by Amendment #1.

Contractor/Awardee shall sign/acknowledge the provided amendment, if they wish to provide "Litigation Services" to the County, in full agreement/understanding of Amendment #1. Contractor/Awardee shall understand that they are not obligated to provide "Litigation Services". The determination to provide "Litigation Services" is contractor elective. As stated previously, NO changes will be made to subject contract, unless you/your firm acknowledge/sign/agree to the incorporation of "Litigation Services. Firms which agree to provide "Litigation Services" shall provide the appropriate signed acknowledgement documents to:

Maricopa County Materials Management
Stan Fisher, Senior Procurement Officer
320 W. Lincoln Street
Phoenix, AZ 85003

It is important that you understand this "cover letter" and the accompanying AMENDMENT #1, shall be provided (completed/signed), if your firm's elective determination is to provide "Litigation Services" to the County.

IF YOUR FIRM AGREES TO PROVIDE "LITIGATION SERVICES" TO THE COUNTY, YOUR RESPONSE SHALL BE RECEIVED AT THE ABOVE NOTED ADDRESS NOT LATER THAN CLOSE OF BUSINESS JANUARY 5, 2009.

IF YOUR FIRM DOES NOT WISH TO PROVIDE "LITIGATION SERVICES" TO THE COUNTY, NO RESPONSE IS REQUIRED

ACKNOWLEDGEMENT/ACCEPTANCE OF AMENDMENT #1, is indicated by completing the acknowledgement block below:

The Law Office of Scott E. Boehm
CONTRACTOR/AWARDEE

Scott E. Boehm owner
PRINTED NAME AND TITLE

SIGNATURE

LAW OFFICE OF SCOTT E. BOEHM, 2200 E. CAMELBACK ROAD, SUITE 213, PHOENIX, AZ 85353

Terms: NET 30

Vendor Number: W000011981 X

Telephone Number: 602/528-4719

Fax Number: 602/381-8997

Contact Person: Scott E. Boehm

E-mail Address: scott@scottboehmlaw.com

Certificates of Insurance Required

Contract Period: To cover the period ending **June 30, 2011.**

BONNETT FAIRBOURN, 2901 N. CENTRAL AVENUE, SUITE 1000, PHOENIX, AZ 85012

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: YES NO

PRICING SHEET NIGP CODE 9614912

PRICING - COMPONENT A

ITEM DESCRIPTION (FIXED HOURLY RATES)	FIXED HOURLY RATE
1. Fixed hourly rate for Senior Partner	<u>\$265.00</u>
2. Fixed hourly rate for Partner	<u>\$220.00</u>
3. Fixed hourly rate for Associate	<u>\$180.00</u>
4. Fixed hourly rate for Legal Assistant	<u>\$105.00</u>

PRICING - COMPONENT B (VOLUME DISCOUNTS)

Percentage discount off hourly rates (Attorney and Legal Assistant(s) proposed in COMPONENT A above based on volume of all work billed over the course of the contract period (initial three (3) years).

1. If a contracted firm (Counsel) bills over \$250,000.00, it agrees to discount hourly rates by 8 % for all Attorneys, and 8 % for Legal Assistants.
2. If a contracted firm (Counsel) bills over \$500,000.00, it agrees to discount hourly rates by 12 % for all Attorneys, and 12 % for Legal Assistants.
3. If a contracted firm (Counsel) bills over \$750,000.00, it agrees to discount hourly rates by % for all Attorneys, and % for Legal Assistants.

SPECIALTY LEGAL SERVICES (PRACTICE AREAS) ARE OFFERED FOR THE FOLLOWING:

- Appellate Practice;
- Attorney Conduct And Professionalism;
- Collections And Bankruptcy;
- Commercial Transactions;
- Construction Litigation;
- Environmental Law;
- Tort Liability;
- Insurance Contracts;
- Labor Law And Employment;
- Medical Malpractice;
- Planning And Zoning;
- Section 1983 Civil Rights Defense
- Probate Litigation;
- Public Official Liability;
- Road, Building, Design and Construction or Maintenance Liability.

Contractor has not agreed to acceptance of Amendment #1, and is therefore not "bound" by the provisions of that Amendment.

BONNETT FAIRBOURN, 2901 N. CENTRAL AVENUE, SUITE 1000, PHOENIX, AZ 85012

Terms: NET 30

Vendor Number: W000002798 X

Telephone Number: 602/274-1100

Fax Number: 602/274-1199

Contact Person: Andrew Everroad

E-mail Address: aeverroad@bffb.com

Certificates of Insurance Required

Contract Period: To cover the period ending **June 30, 2011.**

BARBARA LEE CALDWELL P.C., 4742 NO. 24TH STREET STE. 100, PHOENIX, AZ 85016

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: YES NO

PRICING SHEET NIGP CODE 9614912

PRICING - COMPONENT A

ITEM DESCRIPTION (FIXED HOURLY RATES)	FIXED HOURLY RATE
1. Fixed hourly rate Attorney Fees	<u>\$145.00</u>
2. Fixed hourly rate for Legal Asst.	<u>\$65.00</u>
3. Fax charges	<u>\$0.12 per page</u>
4. Copy charges	<u>\$0.05 per page</u>

SPECIALTY LEGAL SERVICES (PRACTICE AREAS) ARE OFFERED FOR THE FOLLOWING:

- Bankruptcy;
- Collections;
- Medical Lien collections and Third party claims;
- Bond forfeiture collections;
- Garnishments;
- Maricopa county public fiduciary;
- Maricopa county treasurer re bankruptcy claims and litigation;
- Risk management subrogations;
- General county collection matters and appellate practice;

Contractor has agreed to acceptance of Amendment #1, and has provided the following document noting acceptance of the same. Effective date of Amendment #1 is December 23, 2008.

BARBARA LEE CALDWELL P.C., 4742 NO. 24TH STREET STE. 100, PHOENIX, AZ 85016

08038 AMENDMENT #1



MARICOPA COUNTY MATERIALS MANAGEMENT

Memo to: Supplemental Specialty Legal Services Providers
From: Stan Fisher, Senior Procurement Officer
Date: December 23, 2008
Re: AMENDMENT #1 CONTRACT 08038-ROQ, SUPPLEMENTAL SPECIALTY LEGAL SERVICES PROVIDERS – COUNTY ATTORNEY

Amendment #1 is issued to distinguish/separate the services provided by any awarded contractor, to the County. Via issuance of Amendment #1, these services shall be clearly defined/distinguished as "Legal Advice Services" and "Litigation Services". "Legal Advice Services" is NOT changed in any manner. "Litigation Services" are incorporated via subject amendment (Attachment B, AGREEMENT FOR LEGAL SERVICES). "Litigation Services" shall be provided at the direction of the County Manager.

The fee/compensation schedule in effect for this contract shall remain constant, regardless of the contractor/awardee elective determination regarding willingness to provide the service incorporated by Amendment #1.

Contractor/Awardee shall sign/acknowledge the provided amendment, if they wish to provide "Litigation Services" to the County, in full agreement/understanding of Amendment #1. Contractor/Awardee shall understand that they are not obligated to provide "Litigation Services". The determination to provide "Litigation Services" is contractor elective. As stated previously, NO changes will be made to subject contract, unless you/your firm acknowledge/sign/agree to the incorporation of "Litigation Services. Firms which agree to provide "Litigation Services" shall provide the appropriate signed acknowledgement documents to:

Maricopa County Materials Management
Stan Fisher, Senior Procurement Officer
320 W. Lincoln Street
Phoenix, AZ 85003

It is important that you understand this "cover letter" and the accompanying AMENDMENT #1, shall be provided (completed/signed), if your firm's elective determination is to provide "Litigation Services" to the County.

IF YOUR FIRM AGREES TO PROVIDE "LIGATION SERVICES" TO THE COUNTY, YOUR RESPONSE SHALL BE RECEIVED AT THE ABOVE NOTED ADDRESS NOT LATER THAN CLOSE OF BUSINESS JANUARY 5, 2009.

IF YOUR FIRM DOES NOT WISH TO PROVIDE "LITIGATION SERVICES" TO THE COUNTY, NO RESPONSE IS REQUIRED

ACKNOWLEDGEMENT/ACCEPTANCE OF AMENDMENT #1, is indicated by completing the acknowledgement block below:

Barbara Lee Caldwell P.C.
CONTRACTOR/AWARDEE
Barbara Lee Caldwell P.C.
PRINTED NAME AND TITLE
Barbara Lee Caldwell
SIGNATURE

BARBARA LEE CALDWELL P.C., 4742 NO. 24TH STREET STE. 100, PHOENIX, AZ 85016

Terms: NET 30

Vendor Number: W000002703 X

Telephone Number: 602/248-8203

Fax Number: 602/2488-8840

Contact Person: Barbara Lee Caldwell

E-mail Address: blc@hs-law.com

Certificates of Insurance Required

Contract Period: To cover the period ending **June 30, 2011.**

BURCH & CRACCHIOLO P.A., 702 EAST OSBORN ROAD SUITE 200, PHOENIX, AZ 85014

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: YES NO

PRICING SHEET NIGP CODE 9614912

PRICING - COMPONENT A

ITEM DESCRIPTION (FIXED HOURLY RATES)	FIXED HOURLY RATE
1. Fixed hourly rate for Senior Partner	<u>no rate – not applicable</u>
2. Fixed hourly rate for Partner	\$240.00 \$200.00
3. Fixed hourly rate for Associate	\$180.00 \$175.00
4. Fixed hourly rate for Legal Assistant	\$125.00 \$115.00

SPECIALTY LEGAL SERVICES (PRACTICE AREAS) ARE OFFERED FOR THE FOLLOWING:

- Appellate Practice;
- Attorney Conduct And Professionalism;
- Commercial Transactions;
- Construction Litigation;
- Eminent Domain And Relocation;
- Tort Liability;
- Insurance Contracts;
- Labor Law And Employment;
- Medical Malpractice;
- Planning And Zoning;
- Real Estate Transactions;
- Section 1983 Civil Rights Defense;
- Property Tax Appeals, Tax Lien Sales And Foreclosures, Treasurer's Matters;
- Public Contracts And Procurement;
- Public Official Liability;
- Road, Building, Design and Construction or Maintenance Liability;
- Collections and Bankruptcy;
- Probate Litigation;

Contractor has agreed to acceptance of Amendment #1, and has provided the following document noting acceptance of the same. Effective date of Amendment #1 is December 23, 2008.

*** CONTRACTOR VOLUNTARY FEE/COMPENSATION SCHEDULE REDUCTION EFFECTIVE 03/03/09.**

BURCH & CRACCHIOLO P.A., 702 EAST OSBORN ROAD SUITE 200, PHOENIX, AZ 85014

08038 AMENDMENT #1



MARICOPA COUNTY MATERIALS MANAGEMENT

Memo to: Supplemental Specialty Legal Services Providers
From: Stan Fisher, Senior Procurement Officer
Date: December 23, 2008
Re: AMENDMENT #1 CONTRACT 08038-ROQ, SUPPLEMENTAL SPECIALTY LEGAL SERVICES PROVIDERS – COUNTY ATTORNEY

Amendment #1 is issued to distinguish/separate the services provided by any awarded contractor, to the County. Via issuance of Amendment #1, these services shall be clearly defined/distinguished as "Legal Advice Services" and "Litigation Services". "Legal Advice Services" is NOT changed in any manner. "Litigation Services" are incorporated via subject amendment (Attachment B, AGREEMENT FOR LEGAL SERVICES). "Litigation Services" shall be provided at the direction of the County Manager.

The fee/compensation schedule in effect for this contract shall remain constant, regardless of the contractor/awardee elective determination regarding willingness to provide the service incorporated by Amendment #1.

Contractor/Awardee shall sign/acknowledge the provided amendment, if they wish to provide "Litigation Services" to the County, in full agreement/understanding of Amendment #1. Contractor/Awardee shall understand that they are not obligated to provide "Litigation Services". The determination to provide "Litigation Services" is contractor elective. As stated previously, NO changes will be made to subject contract, unless you/your firm acknowledge/sign/agree to the incorporation of "Litigation Services. Firms which agree to provide "Litigation Services" shall provide the appropriate signed acknowledgement documents to:

Maricopa County Materials Management
Stan Fisher, Senior Procurement Officer
320 W. Lincoln Street
Phoenix, AZ 85003

It is important that you understand this "cover letter" and the accompanying AMENDMENT #1, shall be provided (completed/signed), if your firm's elective determination is to provide "Litigation Services" to the County.

IF YOUR FIRM AGREES TO PROVIDE "LIGATION SERVICES" TO THE COUNTY, YOUR RESPONSE SHALL BE RECEIVED AT THE ABOVE NOTED ADDRESS NOT LATER THAN CLOSE OF BUSINESS JANUARY 5, 2009.

IF YOUR FIRM DOES NOT WISH TO PROVIDE "LITIGATION SERVICES" TO THE COUNTY, NO RESPONSE IS REQUIRED

ACKNOWLEDGEMENT/ACCEPTANCE OF AMENDMENT #1, is indicated by completing the acknowledgement block below:

Burch & Cracchiolo, P.A.
CONTRACTOR/AWARDEE

Brian Kaven, Shareholder
PRINTED NAME AND TITLE

[Handwritten Signature]
SIGNATURE

BURCH & CRACCHIOLO P.A., 702 EAST OSBORN ROAD SUITE 200, PHOENIX, AZ 85014

Terms: NET 30

Vendor Number: W000002488 X

Telephone Number: 602/234-7611

Fax Number: 602/234-0341

Contact Person: Brian Kaven

E-mail Address: bkaven@bcattorneys.com

Certificates of Insurance Required

Contract Period: To cover the period ending **June 30, 2011.**

CALDERON LAW OFFICES, 2020 N. CENTRAL AVENUE SUITE #1110, PHOENIX, AZ 85004

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: YES NO

PRICING SHEET NIGP CODE 9614912

PRICING - COMPONENT A

ITEM DESCRIPTION (FIXED HOURLY RATES)	FIXED HOURLY RATE
1. Fixed hourly rate for Senior Partner	<u>\$180.00</u>
3. Fixed hourly rate for Associate	<u>\$160.00</u>
4. Fixed hourly rate for Legal Assistant	<u>\$100.00</u>

PRICING - COMPONENT B (VOLUME DISCOUNTS)

Calderón Law Offices proposes the following preferred hourly rates to Maricopa County. These rates are significantly discounted from the standard hourly rates that Mr. Calderón charges other, non-public entity clients.

<u>Attorney</u>	<u>Practice Areas</u>	<u>Standard Hourly Rate</u>	<u>Proposed Hourly Rate for Maricopa County</u>
Ernest Calderón (Partner)	Appellate Practice; Attorney Conduct & Professionalism; Commercial Transactions; Construction Litigation; Election Law; Environmental Law; Tort Liability; Public Housing; Insurance Contracts; Intellectual Property; Labor Law and Employment; Legislative Matters; Medical Malpractice; Section 1983 Civil Rights Defense; Probate Litigation; Public Contracts & Procurement; Public Official Liability; Road, Building, Design & Construction or Maintenance Liability	\$350.00	\$180.00 – Year 1 (current) \$190.00 – Year 2 & 3* \$200.00 – Year 4*
Faith C. Klepper (Associate)	Litigation	\$200.00	\$160.00 – Year 1 \$170.00 – Year 2 & 3* \$180.00 – Year 4*
Meagan Breeze (Associate)	Litigation	\$200.00	\$160.00 – Year 1 \$170.00 – Year 2 & 3* \$180.00 – Year 4*
Paralegal			\$100.00
Law Clerk/Summer Associate			\$100.00

CALDERON LAW OFFICES, 2020 N. CENTRAL AVENUE SUITE #1110, PHOENIX, AZ 85004

Fees for our services will be based primarily upon the time and labor reasonably required to be devoted to your matter. Other factors such as the complexity of the matter, the degree of expertise required, and the result obtained are the considerations which may affect the fee. The activities of the opposition are not generally something we can control and those activities and our required response may also bear on the total expense.

In addition to the fees referred to above, disbursements may be incurred in connection with this representation. For example, you may anticipate such disbursements as long distance telephone charges, duplication costs, messenger expenses, filing and recording fees, and other expenses. We may advance such expenses on your behalf, in which case we will expect reimbursement upon request or we may ask you to pay them directly or in advance. We have found it mutually desirable to render regular periodic billings and, therefore, our statements for fees and expenses will be sent monthly. It is also possible that you may be requested to advance funds necessary to pay specific expenses before they will be incurred.

If any portion of a bill is unpaid more than thirty (30) days upon receipt of the bill, we reserve the right to withdraw from further representation by letter sent to you informing you of that fact. You agree to our right to withdraw under those conditions notwithstanding the then status of the legal matter in which we may then be engaged.

The following is an explanation of the basis on which Ernest Calderón, P.L.C., bills for services rendered and expenses incurred, unless some other specific arrangement has been agreed to with a client. We normally submit periodic statements to our clients during the course of an engagement. This procedure ensures that our clients have a current understanding of our charges and that they are not surprised by a bill covering services for an extended period of time.

The fees that the firm bills to its clients are established according to the criteria for reasonableness specified in the Arizona Rules of Professional Conduct, which include the time and labor required for tasks performed, the difficulty, novelty, or complexity of the problem presented; the skill required to perform the tasks in a professional manner; the time constraints imposed by the client or the nature of the matter; and the nature of the results obtained for the client. The firm has established for each of its lawyers, legal assistants and document clerks a normal hourly billing rate and, in most circumstances, the fees billed to clients are closely related to the amount of time expended and the established hourly billing rate for the lawyers, legal assistants and document clerks involved.

For each periodic statement on account, the responsible attorney reviews the time recorded to the client's account since the last billing. The purpose of the review is to determine whether the statement should be based solely on the amount of time expended or adjusted to ensure that the fee charged is reasonable in light of the criteria of the Rules of Professional Conduct.

Ernest Calderón, P.L.C. bills its clients for costs advanced on a client's behalf for such items as filing fees, transcript and deposition fees, travel expenses (IRS allowable amount for auto travel) and expert witness fees. The firm also charges for certain costs and expenses, including an approximation of applicable overhead, incurred directly by the firm, such as long distance telephone calls, photocopying, telecopier/facsimile charges, printing, special mail services, computerized research, messengers and, in certain instances, secretarial overtime expenses. The firm charges for photocopying at the rate of \$.15 per page. The firm charges for incoming and outgoing telecopier/facsimile services at the rate of \$2.00 for the first page and \$.50 for each additional page transmitted or received.

We ask and expect payment of our statements on a current basis, since delayed payment adds to our overall costs of providing services. To avoid burdening our clients who pay promptly with these additional costs, we reserve the right to assess a late payment charge of 1% per month for any statement which is not paid by the end of the month following the month in which the statement is dated. We also reserve the right to utilize a collection service for delinquent accounts in the event it becomes necessary.

CALDERON LAW OFFICES, 2020 N. CENTRAL AVENUE SUITE #1110, PHOENIX, AZ 85004

SPECIALTY LEGAL SERVICES (PRACTICE AREAS) ARE OFFERED FOR THE FOLLOWING:

- Appellate Practice;
- Attorney Conduct And Professionalism;
- Commercial Transactions;
- Construction Litigation;
- Probate Litigation;
- Election Law;
- Environmental Law;
- General Governmental Practice (Open Meetings, Public Records, Budget Law, Etc.);
- Tort Liability;
- Health Care, Including Public Health And Employee Benefit Coverage Issues;
- Public Housing;
- Insurance Contracts;
- Intellectual Property;
- Labor Law And Employment;
- Legislative Matters;
- Medical Malpractice;
- Section 1983 Civil Rights Defense;
- Public Contracts And Procurement;
- Public Official Liability;

Contractor has agreed to acceptance of Amendment #1, and has provided the following document noting acceptance of the same. Effective date of Amendment #1 is December 23, 2008.

CALDERON LAW OFFICES, 2020 N. CENTRAL AVENUE SUITE #1110, PHOENIX, AZ 85004

08038 AMENDMENT #1



MARICOPA COUNTY MATERIALS MANAGEMENT

Memo to: Supplemental Specialty Legal Services Providers
From: Stan Fisher, Senior Procurement Officer
Date: December 23, 2008
Re: AMENDMENT #1 CONTRACT 08038-ROQ, SUPPLEMENTAL SPECIALTY LEGAL SERVICES PROVIDERS – COUNTY ATTORNEY

Amendment #1 is issued to distinguish/separate the services provided by any awarded contractor, to the County. Via issuance of Amendment #1, these services shall be clearly defined/distinguished as "Legal Advice Services" and "Litigation Services". "Legal Advice Services" is NOT changed in any manner. "Litigation Services" are incorporated via subject amendment (Attachment B, AGREEMENT FOR LEGAL SERVICES). "Litigation Services" shall be provided at the direction of the County Manager.

The fee/compensation schedule in effect for this contract shall remain constant, regardless of the contractor/awardee elective determination regarding willingness to provide the service incorporated by Amendment #1.

Contractor/Awardee shall sign/acknowledge the provided amendment, if they wish to provide "Litigation Services" to the County, in full agreement/understanding of Amendment #1. Contractor/Awardee shall understand that they are not obligated to provide "Litigation Services". The determination to provide "Litigation Services" is contractor elective. As stated previously, NO changes will be made to subject contract, unless you/your firm acknowledge/sign/agree to the incorporation of "Litigation Services". Firms which agree to provide "Litigation Services" shall provide the appropriate signed acknowledgement documents to:

Maricopa County Materials Management
Stan Fisher, Senior Procurement Officer
320 W. Lincoln Street
Phoenix, AZ 85003

It is important that you understand this "cover letter" and the accompanying AMENDMENT #1, shall be provided (completed/signed), if your firm's elective determination is to provide "Litigation Services" to the County.

IF YOUR FIRM AGREES TO PROVIDE "LITIGATION SERVICES" TO THE COUNTY, YOUR RESPONSE SHALL BE RECEIVED AT THE ABOVE NOTED ADDRESS NOT LATER THAN CLOSE OF BUSINESS JANUARY 5, 2009.

IF YOUR FIRM DOES NOT WISH TO PROVIDE "LITIGATION SERVICES" TO THE COUNTY, NO RESPONSE IS REQUIRED

ACKNOWLEDGEMENT/ACCEPTANCE OF AMENDMENT #1, is indicated by completing the acknowledgement block below:

CALDERON LAW OFFICES, PLC.

CONTRACTOR/AWARDEE

Ernest Calderon, Owner

PRINTED NAME AND TITLE

Ernest Calderon

SIGNATURE

CALDERON LAW OFFICES, 2020 N. CENTRAL AVENUE SUITE #1110, PHOENIX, AZ 85004

Terms: NET 30

Vendor Number: W000000746 X

Telephone Number: 602/265-0004

Fax Number: 602/251-2978

Contact Person: Ernest Calderon

E-mail Address: aynes@azlex.com

Certificates of Insurance Required

Contract Period: To cover the period ending **June 30, 2011.**

CHATHAM & ASSOCIATES, 12737 W. SAN JUAN AVENUE, LITCHFIELD PARK, AZ 85340

Terms: NET 30

Vendor Number: W000012656 X

Telephone Number: 623/249-8266

Contact Person: Tamika Cheatham

E-mail Address: mstcheatham@gmail.com

Certificates of Insurance Required

Contract Period: To cover the period ending **June 30, 2011.**

THE ELARDO LAW FIRM, P.C., 3001 E. CAMELBACK ROAD, SUITE 130, PHOENIX, AZ 85016

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: X YES NO

PRICING SHEET NIGP CODE 9614912

PRICING - COMPONENT A

ITEM DESCRIPTION (FIXED HOURLY RATES)	FIXED HOURLY RATE
1. Fixed hourly rate for Senior Partner	<u>\$150.00</u>
2. Fixed hourly rate for Partner	\$15.00 <u>\$150.00</u> Administrative error correction retroactive to 7/1/08 Award date
3. Fixed hourly rate for Associate	<u>\$135.00</u>
4. Fixed hourly rate for Legal Assistant	<u>\$65.00</u>

PRICING - COMPONENT B (VOLUME DISCOUNTS)

Percentage discount off hourly rates (Attorney and Legal Assistant(s) proposed in COMPONENT A above based on volume of all work billed over the course of the contract period (initial three (3) years).

1. If a contracted firm (Counsel) bills over \$250,000.00, it agrees to discount hourly rates by 5 % for all Attorneys, and 5 % for Legal Assistants.
2. If a contracted firm (Counsel) bills over \$500,000.00, it agrees to discount hourly rates by 10 % for all Attorneys, and 10 % for Legal Assistants.
3. If a contracted firm (Counsel) bills over \$750,000.00, it agrees to discount hourly rates by 15 % for all Attorneys, and 15 % for Legal Assistants.

PRICING - COMPONENT C (ALTERNATIVE COMPENSATION OPTIONS)

1. Applicant/Respondent is encouraged to suggest their own alternative compensation options that it wishes the County to consider (for example, flat rates for certain types of cases or work; monthly retainer arrangements for various work or representations; blended hourly rates; potential "of counsel" arrangements where office space and support might be provided by the County at their facilities for a reduced hourly rate; etc.). Provide alternate compensation option(s) below in clear, concise terms:

The Elardo Law Firm is willing to discuss flat fees for certain types of cases or work.

SPECIALTY LEGAL SERVICES (PRACTICE AREAS) ARE OFFERED FOR THE FOLLOWING:

- Appellate Practice;
- Construction Litigation;
- Tort Liability;
- Insurance Contracts;
- Public Official Liability;
- Road, Building, Design and Construction or Maintenance Liability.

Contractor has agreed to acceptance of Amendment #1, and has provided the following document noting acceptance of the same. Effective date of Amendment #1 is December 23, 2008.

THE ELARDO LAW FIRM, P.C., 3001 E. CAMELBACK ROAD, SUITE 130, PHOENIX, AZ 85016

08038 AMENDMENT #1



MARICOPA COUNTY MATERIALS MANAGEMENT

Memo to: Supplemental Specialty Legal Services Providers
From: Stan Fisher, Senior Procurement Officer
Date: December 23, 2008
Re: AMENDMENT #1 CONTRACT 08038-ROQ, SUPPLEMENTAL SPECIALTY LEGAL SERVICES PROVIDERS – COUNTY ATTORNEY

Amendment #1 is issued to distinguish/separate the services provided by any awarded contractor, to the County. Via issuance of Amendment #1, these services shall be clearly defined/distinguished as "Legal Advice Services" and "Litigation Services". "Legal Advice Services" is NOT changed in any manner. "Litigation Services" are incorporated via subject amendment (Attachment B, AGREEMENT FOR LEGAL SERVICES). "Litigation Services" shall be provided at the direction of the County Manager.

The fee/compensation schedule in effect for this contract shall remain constant, regardless of the contractor/awardee elective determination regarding willingness to provide the service incorporated by Amendment #1.

Contractor/Awardee shall sign/acknowledge the provided amendment, if they wish to provide "Litigation Services" to the County, in full agreement/understanding of Amendment #1. Contractor/Awardee shall understand that they are not obligated to provide "Litigation Services". The determination to provide "Litigation Services" is contractor elective. As stated previously, NO changes will be made to subject contract, unless you/your firm acknowledge/sign/agree to the incorporation of "Litigation Services". Firms which agree to provide "Litigation Services" shall provide the appropriate signed acknowledgement documents to:

Maricopa County Materials Management
Stan Fisher, Senior Procurement Officer
320 W. Lincoln Street
Phoenix, AZ 85003

It is important that you understand this "cover letter" and the accompanying AMENDMENT #1, shall be provided (completed/signed), if your firm's elective determination is to provide "Litigation Services" to the County.

IF YOUR FIRM AGREES TO PROVIDE "LIGATION SERVICES" TO THE COUNTY, YOUR RESPONSE SHALL BE RECEIVED AT THE ABOVE NOTED ADDRESS NOT LATER THAN CLOSE OF BUSINESS JANUARY 5, 2009.

IF YOUR FIRM DOES NOT WISH TO PROVIDE "LITIGATION SERVICES" TO THE COUNTY, NO RESPONSE IS REQUIRED

ACKNOWLEDGEMENT/ACCEPTANCE OF AMENDMENT #1, is indicated by completing the acknowledgement block below:

The Elardo Law Firm, P.C.
CONTRACTOR/AWARDEE

John Elardo - Pres
PRINTED NAME AND TITLE

[Signature]
SIGNATURE

THE ELARDO LAW FIRM, P.C., 3001 E. CAMELBACK ROAD, SUITE 130, PHOENIX, AZ 85016

Terms: NET 30

Vendor Number: W000012487 X

Telephone Number: 602/889-0272

Fax Number: 602/294-0909

Contact Person: John E. Elardo

E-mail Address: jelardo@elardolaw.com

Certificates of Insurance Required

Contract Period: To cover the period ending **June 30, 2011.**

FADELL, CHENEY & BURT PLLC, 1601 N. 7TH STREET, SUITE 400, PHOENIX, AZ 85006

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: YES NO

PRICING SHEET NIGP CODE 9614912

PRICING - COMPONENT A

ITEM DESCRIPTION (FIXED HOURLY RATES)	FIXED HOURLY RATE
1. Fixed hourly rate for Senior Partner	<u>\$185.00</u>
2. Fixed hourly rate for Partner	<u>\$175.00</u>
3. Fixed hourly rate for Associate	<u>\$165.00</u>
4. Fixed hourly rate for Legal Assistant	<u>\$85.00</u>
5. Fixed hourly rate for Nurse Consultants	<u>\$95.00</u>

PRICING - COMPONENT B (VOLUME DISCOUNTS)

Percentage discount off hourly rates (Attorney and Legal Assistant(s) proposed in COMPONENT A above based on volume of all work billed over the course of the contract period (initial three (3) years).

1. If a contracted firm (Counsel) bills over \$250,000.00, it agrees to discount hourly rates by 3 % for all Attorneys, and 3 % for Legal Assistants.
2. If a contracted firm (Counsel) bills over \$500,000.00, it agrees to discount hourly rates by 4 % for all Attorneys, and 4 % for Legal Assistants.
3. If a contracted firm (Counsel) bills over \$750,000.00, it agrees to discount hourly rates by 5 % for all Attorneys, and 5 % for Legal Assistants.

SPECIALTY LEGAL SERVICES (PRACTICE AREAS) ARE OFFERED FOR THE FOLLOWING:

- Tort liability;
- Health care, including public health and employee benefit coverage issues;
- Labor law and employment;
- Medical malpractice;
- Section 1983 civil rights defense;
- Conflict criminal prosecutions;

Contractor has agreed to acceptance of Amendment #1, and has provided the following document noting acceptance of the same. Effective date of Amendment #1 is December 23, 2008.

FADELL, CHENEY & BURT PLLC, 1601 N. 7TH STREET, SUITE 400, PHOENIX, AZ 85006

08038 AMENDMENT #1



MARICOPA COUNTY MATERIALS MANAGEMENT

Memo to: Supplemental Specialty Legal Services Providers
From: Stan Fisher, Senior Procurement Officer
Date: December 23, 2008
Re: AMENDMENT #1 CONTRACT 08038-ROQ, SUPPLEMENTAL SPECIALTY LEGAL SERVICES PROVIDERS - COUNTY ATTORNEY

Amendment #1 is issued to distinguish/separate the services provided by any awarded contractor, to the County. Via issuance of Amendment #1, these services shall be clearly defined/distinguished as "Legal Advice Services" and "Litigation Services". "Legal Advice Services" is NOT changed in any manner. "Litigation Services" are incorporated via subject amendment (Attachment B, AGREEMENT FOR LEGAL SERVICES). "Litigation Services" shall be provided at the direction of the County Manager.

The fee/compensation schedule in effect for this contract shall remain constant, regardless of the contractor/awardee elective determination regarding willingness to provide the service incorporated by Amendment #1.

Contractor/Awardee shall sign/acknowledge the provided amendment, if they wish to provide "Litigation Services" to the County, in full agreement/understanding of Amendment #1. Contractor/Awardee shall understand that they are not obligated to provide "Litigation Services". The determination to provide "Litigation Services" is contractor elective. As stated previously, NO changes will be made to subject contract, unless you/your firm acknowledge/sign/agree to the incorporation of "Litigation Services". Firms which agree to provide "Litigation Services" shall provide the appropriate signed acknowledgement documents to:

Maricopa County Materials Management
Stan Fisher, Senior Procurement Officer
320 W. Lincoln Street
Phoenix, AZ 85003

It is important that you understand this "cover letter" and the accompanying AMENDMENT #1, shall be provided (completed/signed), if your firm's elective determination is to provide "Litigation Services" to the County.

IF YOUR FIRM AGREES TO PROVIDE "LITIGATION SERVICES" TO THE COUNTY, YOUR RESPONSE SHALL BE RECEIVED AT THE ABOVE NOTED ADDRESS NOT LATER THAN CLOSE OF BUSINESS JANUARY 5, 2009.

IF YOUR FIRM DOES NOT WISH TO PROVIDE "LITIGATION SERVICES" TO THE COUNTY, NO RESPONSE IS REQUIRED

ACKNOWLEDGEMENT/ACCEPTANCE OF AMENDMENT #1, is indicated by completing the acknowledgement block below:

Fadell Cheney & Burt
CONTRACTOR/AWARDEE

Gary A. Fadell - Partner
PRINTED NAME AND TITLE

[Signature]
SIGNATURE

FADELL, CHENEY & BURT PLLC, 1601 N. 7TH STREET, SUITE 400, PHOENIX, AZ 85006

Terms: NET 30

Vendor Number: W000002849 X

Telephone Number: 602/254-8900

Fax Number: 602/254-8989

Contact Person: Gary A. Fadell

E-mail Address: Gary@fcbfirm.com

Certificates of Insurance Required

Contract Period: To cover the period ending **June 30, 2010.**

DOUGLAS V. FANT, 3655 W. ANTHEM WAY, SUITE A-109 PMB 411, ANTHEM, AZ 85086

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: X YES NO

PRICING SHEET NIGP CODE 9614912

PRICING - COMPONENT A

ITEM DESCRIPTION (FIXED HOURLY RATES)	FIXED HOURLY RATE
2. Fixed hourly rate for Partner	<u>\$150.00</u>
4. Fixed hourly rate for Legal Assistant	<u>\$19.00</u>

PRICING - COMPONENT B (VOLUME DISCOUNTS)

Percentage discount off hourly rates (Attorney and Legal Assistant(s) proposed in COMPONENT A above based on volume of all work billed over the course of the contract period (initial three (3) years).

1. If a contracted firm (Counsel) bills over \$250,000.00, it agrees to discount hourly rates by 10 % for all Attorneys, and 0 % for Legal Assistants.
2. If a contracted firm (Counsel) bills over \$500,000.00, it agrees to discount hourly rates by 10 % for all Attorneys, and 0 % for Legal Assistants.
3. If a contracted firm (Counsel) bills over \$750,000.00, it agrees to discount hourly rates by n/a % for all Attorneys, and n/a % for Legal Assistants.

PRICING - COMPONENT C (ALTERNATIVE COMPENSATION OPTIONS)

1. Applicant/Respondent is encouraged to suggest their own alternative compensation options that it wishes the County to consider (for example, flat rates for certain types of cases or work; monthly retainer arrangements for various work or representations; blended hourly rates; potential "of counsel" arrangements where office space and support might be provided by the County at their facilities for a reduced hourly rate; etc.). Provide alternate compensation option(s) below in clear, concise terms:

FLAT RETAINER FEE, MONTHLY OF \$700.00/month
with my hours @ \$100/hour up to a maximum average
of 20 hours/week over an annual basis (since legal
issues are project specific)

SPECIALTY LEGAL SERVICES (PRACTICE AREAS) ARE OFFERED FOR THE FOLLOWING:

- Energy, energy transportation, and related environmental issues. Those areas include oil, gas, and electricity, including solar, wind, biodiesel, and biomass fuels, as well as related transportation and distribution issues. In addition in the last five years counsel has developed specialty expertise in biomass and biofuels, waste to energy, recycling, and renewable building materials.

Contractor has not agreed to acceptance of Amendment #1, and is therefore not "bound" by the provisions of that Amendment.

DOUGLAS V. FANT, 3655 W. ANTHEM WAY, SUITE A-109 PMB 411, ANTHEM, AZ 85086

Terms: NET 30

Vendor Number: W000000856 X

Telephone Number: 602/770-5098

Fax Number: 623/551-9730

Contact Person: Douglas Fant

E-mail Address: dsfant@gowebway.com

Certificates of Insurance Required

Contract Period: To cover the period ending **June 30, 2011.**

FORD & HARRISON LLP, 2525 E. CAMELBACK ROAD SUITE 450, PHOENIX, AZ 85016

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: YES NO

PRICING SHEET NIGP CODE 9614912

PRICING - COMPONENT A

ITEM DESCRIPTION (FIXED HOURLY RATES)	FIXED HOURLY RATE
1. Fixed hourly rate for Senior Partner	<u>\$325.00</u>
2. Fixed hourly rate for Partner	<u>\$290.00</u>
3. Fixed hourly rate for Associate	<u>\$225.00</u>
4. Fixed hourly rate for Legal Assistant	<u>\$125.00</u>

PRICING - COMPONENT B (VOLUME DISCOUNTS)

Percentage discount off hourly rates (Attorney and Legal Assistant(s) proposed in COMPONENT A above based on volume of all work billed over the course of the contract period (initial three (3) years).

1. If a contracted firm (Counsel) bills over \$250,000.00, it agrees to discount hourly rates by 5 % for all Attorneys, and 5 % for Legal Assistants.
2. If a contracted firm (Counsel) bills over \$500,000.00, it agrees to discount hourly rates by 10 % for all Attorneys, and 10 % for Legal Assistants.
3. If a contracted firm (Counsel) bills over \$750,000.00, it agrees to discount hourly rates by 15 % for all Attorneys, and 15 % for Legal Assistants.

SPECIALTY LEGAL SERVICES (PRACTICE AREAS) ARE OFFERED FOR THE FOLLOWING:

- Labor Law;
- Employment Law;
- Business Immigration;
- Employee Benefits and Executive Compensation, and Litigation;

Contractor has agreed to acceptance of Amendment #1, and has provided the following document noting acceptance of the same. Effective date of Amendment #1 is December 23, 2008.

FORD & HARRISON LLP, 2525 E. CAMELBACK ROAD SUITE 450, PHOENIX, AZ 85016

08038 AMENDMENT #1



MARICOPA COUNTY MATERIALS MANAGEMENT

Memo to: Supplemental Specialty Legal Services Providers
From: Stan Fisher, Senior Procurement Officer
Date: December 23, 2008
Re: AMENDMENT #1 CONTRACT 08038-ROQ. SUPPLEMENTAL SPECIALTY LEGAL SERVICES PROVIDERS - COUNTY ATTORNEY

Amendment #1 is issued to distinguish/separate the services provided by any awarded contractor, to the County. Via issuance of Amendment #1, these services shall be clearly defined/distinguished as "Legal Advice Services" and "Litigation Services". "Legal Advice Services" is NOT changed in any manner. "Litigation Services" are incorporated via subject amendment (Attachment B, AGREEMENT FOR LEGAL SERVICES). "Litigation Services" shall be provided at the direction of the County Manager.

The fee/compensation schedule in effect for this contract shall remain constant, regardless of the contractor/awardee elective determination regarding willingness to provide the service incorporated by Amendment #1.

Contractor/Awardee shall sign/acknowledge the provided amendment, if they wish to provide "Litigation Services" to the County, in full agreement/understanding of Amendment #1. Contractor/Awardee shall understand that they are not obligated to provide "Litigation Services". The determination to provide "Litigation Services" is contractor elective. As stated previously, NO changes will be made to subject contract, unless you/your firm acknowledges/sign/agree to the incorporation of "Litigation Services. Firms which agree to provide "Litigation Services" shall provide the appropriate signed acknowledgement documents to:

Maricopa County Materials Management
Stan Fisher, Senior Procurement Officer
320 W. Lincoln Street
Phoenix, AZ 85003

It is important that you understand this "cover letter" and the accompanying AMENDMENT #1, shall be provided (completed/signed), if your firm's elective determination is to provide "Litigation Services" to the County.

IF YOUR FIRM AGREES TO PROVIDE "LITIGATION SERVICES" TO THE COUNTY, YOUR RESPONSE SHALL BE RECEIVED AT THE ABOVE NOTED ADDRESS NOT LATER THAN CLOSE OF BUSINESS JANUARY 5, 2009.

IF YOUR FIRM DOES NOT WISH TO PROVIDE "LITIGATION SERVICES" TO THE COUNTY, NO RESPONSE IS REQUIRED

ACKNOWLEDGEMENT/ACCEPTANCE OF AMENDMENT #1, is indicated by completing the acknowledgement block below:

Ford and Harrison LLP
CONTRACTOR/AWARDEE

Justin Pierce Senior Associate
PRINTED NAME AND TITLE

SIGNATURE

A handwritten signature in black ink, appearing to read "Justin Pierce", written over a horizontal line.

FORD & HARRISON LLP, 2525 E. CAMELBACK ROAD SUITE 450, PHOENIX, AZ 85016

Terms: NET 30

Vendor Number: W000010835 X

Telephone Number: 602/627-3500

Fax Number: 602/327-3501

Contact Person: Richard S. Cohen

E-mail Address: rcohen@fordharrison.com

Certificates of Insurance Required

Contract Period: To cover the period ending **June 30, 2011.**

LAW OFFICE OF JERRY A. FRIES, 1525 E. SOLANO DRIVE, PHOENIX, AZ 85014

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: YES NO

PRICING SHEET NIGP CODE 9614912

PRICING - COMPONENT C (ALTERNATIVE COMPENSATION OPTIONS)

1. Applicant/Respondent is encouraged to suggest their own alternative compensation options that it wishes the County to consider (for example, flat rates for certain types of cases or work; monthly retainer arrangements for various work or representations; blended hourly rates; potential "of counsel" arrangements where office space and support might be provided by the County at their facilities for a reduced hourly rate; etc.). Provide alternate compensation option(s) below in clear, concise terms:

PROPOSAL 2: In the event the County is unable to provide the medical and dental coverage on the terms set forth above, then my billing rate for the first year shall be \$130/hour for the first 1350 hours and \$125/hour for every hour over 135 hours. My rate for the second year shall be \$135/hour for the first 1350 hours, and \$130/hour for every hour over 1350 hours. My rate for the third year shall be \$140/hour for the first 1350 hours, and \$135/hour for every hour over 1350 hours. Under this second proposal the County shall likewise provide me with: 1) Office space and furniture, parking/ computer/monitor, Westlaw access, and secretarial and paralegal support; and 2) guarantee a minimum of 1350 billable work for each contract year.

SPECIALTY LEGAL SERVICES (PRACTICE AREAS) ARE OFFERED FOR THE FOLLOWING:

- Property Tax Matters

Contractor has agreed to acceptance of Amendment #1, and has provided the following document noting acceptance of the same. Effective date of Amendment #1 is December 23, 2008.

LAW OFFICE OF JERRY A. FRIES, 1525 E. SOLANO DRIVE, PHOENIX, AZ 85014

08038 AMENDMENT #1



MARICOPA COUNTY MATERIALS MANAGEMENT

Memo to: Supplemental Specialty Legal Services Providers
From: Stan Fisher, Senior Procurement Officer
Date: December 23, 2008
Re: AMENDMENT #1 CONTRACT 08038-ROQ, SUPPLEMENTAL SPECIALTY LEGAL SERVICES PROVIDERS – COUNTY ATTORNEY

Amendment #1 is issued to distinguish/separate the services provided by any awarded contractor, to the County. Via issuance of Amendment #1, these services shall be clearly defined/distinguished as "Legal Advice Services" and "Litigation Services". "Legal Advice Services" is NOT changed in any manner. "Litigation Services" are incorporated via subject amendment (Attachment B, AGREEMENT FOR LEGAL SERVICES). "Litigation Services" shall be provided at the direction of the County Manager.

The fee/compensation schedule in effect for this contract shall remain constant, regardless of the contractor/awardee elective determination regarding willingness to provide the service incorporated by Amendment #1.

Contractor/Awardee shall sign/acknowledge the provided amendment, if they wish to provide "Litigation Services" to the County, in full agreement/understanding of Amendment #1. Contractor/Awardee shall understand that they are not obligated to provide "Litigation Services". The determination to provide "Litigation Services" is contractor elective. As stated previously, NO changes will be made to subject contract, unless you/your firm acknowledge/sign/agree to the incorporation of "Litigation Services". Firms which agree to provide "Litigation Services" shall provide the appropriate signed acknowledgement documents to:

Maricopa County Materials Management
Stan Fisher, Senior Procurement Officer
320 W. Lincoln Street
Phoenix, AZ 85003

It is important that you understand this "cover letter" and the accompanying AMENDMENT #1, shall be provided (completed/signed), if your firm's elective determination is to provide "Litigation Services" to the County.

IF YOUR FIRM AGREES TO PROVIDE "LIGATION SERVICES" TO THE COUNTY, YOUR RESPONSE SHALL BE RECEIVED AT THE ABOVE NOTED ADDRESS NOT LATER THAN CLOSE OF BUSINESS JANUARY 5, 2009.

IF YOUR FIRM DOES NOT WISH TO PROVIDE "LITIGATION SERVICES" TO THE COUNTY, NO RESPONSE IS REQUIRED

ACKNOWLEDGEMENT/ACCEPTANCE OF AMENDMENT #1, is indicated by completing the acknowledgement block below:

Law Office of Jerry A. Fries
CONTRACTOR/AWARDEE
Jerry A. Fries Attorney
PRINTED NAME AND TITLE
[Signature] 12/30/08
SIGNATURE

LAW OFFICE OF JERRY A. FRIES, 1525 E. SOLANO DRIVE, PHOENIX, AZ 85014

Terms: NET 30

Vendor Number: W000003924 X

Telephone Number: 602/279-5885

Fax Number: 602/506-6083

Contact Person: Jerry A. Fries

E-mail Address: jerry.fries@cox.net

Certificates of Insurance Required

Contract Period: To cover the period ending **June 30, 2011.**

GAONA LAW FIRM, 3101 N. CENTRAL AVENUE, SUITE #720, PHOENIX, AZ 85012

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: YES NO

PRICING SHEET NIGP CODE 9614912

PRICING - COMPONENT A

ITEM DESCRIPTION (FIXED HOURLY RATES)	FIXED HOURLY RATE
1. Fixed hourly rate for Senior Partner	<u>\$205.00</u>
2. Fixed hourly rate for Partner	<u>\$185.00</u>
3. Fixed hourly rate for Associate	<u>\$180.00</u>
4. Fixed hourly rate for Legal Assistant	<u>\$110.00</u>

PRICING - COMPONENT B (VOLUME DISCOUNTS)

Percentage discount off hourly rates (Attorney and Legal Assistant(s) proposed in COMPONENT A above based on volume of all work billed over the course of the contract period (initial three (3) years).

1. If a contracted firm (Counsel) bills over \$250,000.00, it agrees to discount hourly rates by 5 % for all Attorneys, and 10 % for Legal Assistants.
2. If a contracted firm (Counsel) bills over \$500,000.00, it agrees to discount hourly rates by 87 % for all Attorneys, and 10 % for Legal Assistants.
3. If a contracted firm (Counsel) bills over \$750,000.00, it agrees to discount hourly rates by 10 % for all Attorneys, and 15 % for Legal Assistants.

PRICING - COMPONENT C (ALTERNATIVE COMPENSATION OPTIONS)

1. **Applicant/Respondent is encouraged to suggest their own alternative compensation options that it wishes the County to consider (for example, flat rates for certain types of cases or work; monthly retainer arrangements for various work or representations; blended hourly rates; potential "of counsel" arrangements where office space and support might be provided by the County at their facilities for a reduced hourly rate; etc.). Provide alternate compensation option(s) below in clear, concise terms:**

The firm is willing to negotiate a "flat fee" amount for representations of the County in tort liability defense mandatory arbitration cases filed in Maricopa County Superior Court, as well as collection cases.

SPECIALTY LEGAL SERVICES (PRACTICE AREAS) ARE OFFERED FOR THE FOLLOWING:

- Attorney Conduct And Professionalism;
- Construction Litigation;
- Public Contracts and Procurement;
- Labor Law & Employment;
- Section 1983 Civil Rights Defense;
- Public Official Liability;
- General Governmental Practice;
- Tort Liability;
- Insurance Contracts;
- Collections;

GAONA LAW FIRM, 3101 N. CENTRAL AVENUE, SUITE #720, PHOENIX, AZ 85012

Contractor has agreed to acceptance of Amendment #1, and has provided the following document noting acceptance of the same. Effective date of Amendment #1 is December 23, 2008.

08038 AMENDMENT #1



MARICOPA COUNTY MATERIALS MANAGEMENT

Memo to: Supplemental Specialty Legal Services Providers
From: Stan Fisher, Senior Procurement Officer
Date: December 23, 2008
Re: AMENDMENT #1 CONTRACT 08038-ROQ. SUPPLEMENTAL SPECIALTY LEGAL SERVICES PROVIDERS – COUNTY ATTORNEY

Amendment #1 is issued to distinguish/separate the services provided by any awarded contractor, to the County. Via issuance of Amendment #1, these services shall be clearly defined/distinguished as "Legal Advice Services" and "Litigation Services". "Legal Advice Services" is NOT changed in any manner. "Litigation Services" are incorporated via subject amendment (Attachment B, AGREEMENT FOR LEGAL SERVICES). "Litigation Services" shall be provided at the direction of the County Manager.

The fee/compensation schedule in effect for this contract shall remain constant, regardless of the contractor/awardee elective determination regarding willingness to provide the service incorporated by Amendment #1.

Contractor/Awardee shall sign/acknowledge the provided amendment, if they wish to provide "Litigation Services" to the County, in full agreement/understanding of Amendment #1. Contractor/Awardee shall understand that they are not obligated to provide "Litigation Services". The determination to provide "Litigation Services" is contractor elective. As stated previously, NO changes will be made to subject contract, unless you/your firm acknowledge/sign/agree to the incorporation of "Litigation Services. Firms which agree to provide "Litigation Services" shall provide the appropriate signed acknowledgement documents to:

Maricopa County Materials Management
Stan Fisher, Senior Procurement Officer
320 W. Lincoln Street
Phoenix, AZ 85003

It is important that you understand this "cover letter" and the accompanying AMENDMENT #1, shall be provided (completed/signed), if your firm's elective determination is to provide "Litigation Services" to the County.

IF YOUR FIRM AGREES TO PROVIDE "LITIGATION SERVICES" TO THE COUNTY, YOUR RESPONSE SHALL BE RECEIVED AT THE ABOVE NOTED ADDRESS NOT LATER THAN CLOSE OF BUSINESS JANUARY 5, 2009.

IF YOUR FIRM DOES NOT WISH TO PROVIDE "LITIGATION SERVICES" TO THE COUNTY, NO RESPONSE IS REQUIRED

ACKNOWLEDGEMENT/ACCEPTANCE OF AMENDMENT #1, is indicated by completing the acknowledgement block below:

Law Offices of David F. Gaona, P.C., dba Gaona Law Firm
CONTRACTOR/AWARDEE

David F. Gaona, President
PRINTED NAME AND TITLE

[Signature]
SIGNATURE

GAONA LAW FIRM, 3101 N. CENTRAL AVENUE, SUITE #720, PHOENIX, AZ 85012

Terms: 1% 10 Days Net 30

Vendor Number: W000003836 X

Telephone Number: 602/230-2636

Fax Number: 602/230-1377

Contact Person: David Gaona

E-mail Address: david@gaonalaw.com

Certificates of Insurance Required

Contract Period: To cover the period ending **June 30, 2011.**

GORDON & REES LLP, 111 W. MONROE STREET SUITE 1111, PHOENIX, AZ 85003

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: YES NO

PRICING SHEET NIGP CODE 9614912

PRICING - COMPONENT A

ITEM DESCRIPTION (FIXED HOURLY RATES) FIXED HOURLY RATE

Fixed Hourly Rate	Appellate	Construction	Tort	Commercial Litigation	Health Care	Insurance	Legislative
Partner	275	260	235	260	260	275	See Below
Associate	225	200	175	200	195	210	
Legal Assistant/ Paralegal	145	145	140	145	145 155 for legal nurse consultant	145	

PRICING - COMPONENT B (VOLUME DISCOUNTS)

Percentage discount off hourly rates (Attorney and Legal Assistant(s) proposed in COMPONENT A above based on volume of all work billed over the course of the contract period (initial three (3) years).

1. If a contracted firm (Counsel) bills over \$250,000.00, it agrees to discount hourly rates by 2% for all Attorneys, and 2% for Legal Assistants.
2. If a contracted firm (Counsel) bills over \$500,000.00, it agrees to discount hourly rates by 4% for all Attorneys, and 4% for Legal Assistants.
3. If a contracted firm (Counsel) bills over \$750,000.00, it agrees to discount hourly rates by 6% for all Attorneys, and 6% for Legal Assistants.

PRICING - COMPONENT C (ALTERNATIVE COMPENSATION OPTIONS)

1. Applicant/Respondent is encouraged to suggest their own alternative compensation options that it wishes the County to consider (for example, flat rates for certain types of cases or work; monthly retainer arrangements for various work or representations; blended hourly rates; potential "of counsel" arrangements where office space and support might be provided by the County at their facilities for a reduced hourly rate; etc.). Provide alternate compensation option(s) below in clear, concise terms:

Tort claims blended rate – Gordon & Rees offers to provide standard tort defense at the blended rate of \$205/ hour for all attorneys. That is to say associates and partners will all bill out at \$205/hour. If this is accepted, no volume discount will be offered on work done pursuant to the blended agreement.

GORDON & REES LLP, 111 W. MONROE STREET SUITE 1111, PHOENIX, AZ 85003

Health Care/Med Mal defense blended rate – Gordon & Rees offers to provide defense at the blended rate of \$210/hour for all attorneys. That is to say associates and partners will bill out at \$210/hour. If this is accepted no volume discount will be offered on work done pursuant to the blended agreement.

Legislative matters – Legislative matters are generally billed at a flat monthly rate. The rate will be dependant on the scope of work required. Hourly rates will be considered depending again on the scope of representation required.

Gordon and Rees is always willing to discuss alternative pricing, including flat rate, contingent, or blended rates on any matter on a case by case basis, taking into consideration the complexity of the matter; the novelty and difficulty of the issues involved and the skill requisite to perform the necessary legal functions; the extent to which the matter would preclude other engagements by the firm; the time limitations imposed by the client; the value of the litigation in terms of impact on other matters and the over-all relationship between firm and client; the resources, personnel and time commitments required; and other relevant factors as appropriate to the situation.

SPECIALTY LEGAL SERVICES (PRACTICE AREAS) ARE OFFERED FOR THE FOLLOWING:

- Construction Litigation;
- General Commercial Litigation;
- Tort Liability;
- Health Care;
- Appellate Practice;
- Insurance;
- Legislative Matters;

Contractor has agreed to acceptance of Amendment #1, and has provided the following document noting acceptance of the same. Effective date of Amendment #1 is December 23, 2008.

GORDON & REES LLP, 111 W. MONROE STREET SUITE 1111, PHOENIX, AZ 85003

08038 AMENDMENT #1



MARICOPA COUNTY MATERIALS MANAGEMENT

Memo to: Supplemental Specialty Legal Services Providers
From: Stan Fisher, Senior Procurement Officer
Date: December 23, 2008
Re: AMENDMENT #1 CONTRACT 08038-ROQ, SUPPLEMENTAL SPECIALTY LEGAL SERVICES PROVIDERS – COUNTY ATTORNEY

Amendment #1 is issued to distinguish/separate the services provided by any awarded contractor, to the County. Via issuance of Amendment #1, these services shall be clearly defined/distinguished as "Legal Advice Services" and "Litigation Services". "Legal Advice Services" is NOT changed in any manner. "Litigation Services" are incorporated via subject amendment (Attachment B, AGREEMENT FOR LEGAL SERVICES). "Litigation Services" shall be provided at the direction of the County Manager.

The fee/compensation schedule in effect for this contract shall remain constant, regardless of the contractor/awardee elective determination regarding willingness to provide the service incorporated by Amendment #1.

Contractor/Awardee shall sign/acknowledge the provided amendment, if they wish to provide "Litigation Services" to the County, in full agreement/understanding of Amendment #1. Contractor/Awardee shall understand that they are not obligated to provide "Litigation Services". The determination to provide "Litigation Services" is contractor elective. As stated previously, NO changes will be made to subject contract, unless you/your firm acknowledge/sign/agree to the incorporation of "Litigation Services. Firms which agree to provide "Litigation Services" shall provide the appropriate signed acknowledgement documents to:

Maricopa County Materials Management
Stan Fisher, Senior Procurement Officer
320 W. Lincoln Street
Phoenix, AZ 85003

It is important that you understand this "cover letter" and the accompanying AMENDMENT #1, shall be provided (completed/signed), if your firm's elective determination is to provide "Litigation Services" to the County.

IF YOUR FIRM AGREES TO PROVIDE "LITIGATION SERVICES" TO THE COUNTY, YOUR RESPONSE SHALL BE RECEIVED AT THE ABOVE NOTED ADDRESS NOT LATER THAN CLOSE OF BUSINESS JANUARY 5, 2009.

IF YOUR FIRM DOES NOT WISH TO PROVIDE "LITIGATION SERVICES" TO THE COUNTY, NO RESPONSE IS REQUIRED

ACKNOWLEDGEMENT/ACCEPTANCE OF AMENDMENT #1, is indicated by completing the acknowledgement block below:

Gordon & Rees L.L.P.
CONTRACTOR/AWARDEE

STEPHEN TULLY, PARTNER
PRINTED NAME AND TITLE

[Signature]
SIGNATURE

GORDON & REES LLP, 111 W. MONROE STREET SUITE 1111, PHOENIX, AZ 85003

Terms: NET 30

Vendor Number: W000012112 X

Telephone Number: 602/794-2460

Fax Number: 602/265-4716

Contact Person: Stephen W. Tully

E-mail Address: stully@gordonrees.com

Certificates of Insurance Required

Contract Period: To cover the period ending **June 30, 2011.**

GRAY & FASSOLD P.C., 1440 E. MISSOURI AVENUE SUITE #285, PHOENIX, AZ 85014

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: YES NO

PRICING SHEET NIGP CODE 9614912

PRICING - COMPONENT A

ITEM DESCRIPTION (FIXED HOURLY RATES)	FIXED HOURLY RATE
1. Fixed hourly rate for Senior Partner	<u>\$285.00</u>
2. Fixed hourly rate for Partner	<u>\$285.00</u>
4. Fixed hourly rate for Legal Assistant	<u>\$125.00</u>

SPECIALTY LEGAL SERVICES (PRACTICE AREAS) ARE OFFERED FOR THE FOLLOWING:

- Probate;
- Probate litigation;

Contractor has agreed to acceptance of Amendment #1, and has provided the following document noting acceptance of the same. Effective date of Amendment #1 is December 23, 2008.

GRAY & FASSOLD P.C., 1440 E. MISSOURI AVENUE SUITE #285, PHOENIX, AZ 85014

08038 AMENDMENT #1



MARICOPA COUNTY MATERIALS MANAGEMENT

Memo to: Supplemental Specialty Legal Services Providers
From: Stan Fisher, Senior Procurement Officer
Date: December 23, 2008
Re: AMENDMENT #1 CONTRACT 08038-ROQ, SUPPLEMENTAL SPECIALTY LEGAL SERVICES PROVIDERS – COUNTY ATTORNEY

Amendment #1 is issued to distinguish/separate the services provided by any awarded contractor, to the County. Via issuance of Amendment #1, these services shall be clearly defined/distinguished as "Legal Advice Services" and "Litigation Services". "Legal Advice Services" is NOT changed in any manner. "Litigation Services" are incorporated via subject amendment (Attachment B, AGREEMENT FOR LEGAL SERVICES). "Litigation Services" shall be provided at the direction of the County Manager.

The fee/compensation schedule in effect for this contract shall remain constant, regardless of the contractor/awardee elective determination regarding willingness to provide the service incorporated by Amendment #1.

Contractor/Awardee shall sign/acknowledge the provided amendment, if they wish to provide "Litigation Services" to the County, in full agreement/understanding of Amendment #1. Contractor/Awardee shall understand that they are not obligated to provide "Litigation Services". The determination to provide "Litigation Services" is contractor elective. As stated previously, NO changes will be made to subject contract, unless you/your firm acknowledge/sign/agree to the incorporation of "Litigation Services. Firms which agree to provide "Litigation Services" shall provide the appropriate signed acknowledgement documents to:

Maricopa County Materials Management
Stan Fisher, Senior Procurement Officer
320 W. Lincoln Street
Phoenix, AZ 85003

It is important that you understand this "cover letter" and the accompanying AMENDMENT #1, shall be provided (completed/signed), if your firm's elective determination is to provide "Litigation Services" to the County.

IF YOUR FIRM AGREES TO PROVIDE "LITIGATION SERVICES" TO THE COUNTY, YOUR RESPONSE SHALL BE RECEIVED AT THE ABOVE NOTED ADDRESS NOT LATER THAN CLOSE OF BUSINESS JANUARY 5, 2009.

IF YOUR FIRM DOES NOT WISH TO PROVIDE "LITIGATION SERVICES" TO THE COUNTY, NO RESPONSE IS REQUIRED

ACKNOWLEDGEMENT/ACCEPTANCE OF AMENDMENT #1, is indicated by completing the acknowledgement block below:

GRAY & FASSOLD, P.C.
CONTRACTOR/AWARDEE

JAMES A. FASSOLD - Vice President
PRINTED NAME AND TITLE

[Signature]
SIGNATURE

GRAY & FASSOLD P.C., 1440 E. MISSOURI AVENUE SUITE #285, PHOENIX, AZ 85014

Terms: NET 30

Vendor Number: W000003684 X

Telephone Number: 602/294-9242

Fax Number: 602/294-2644

Contact Person: Alisa Gray

E-mail Address: gray@gray-fassold.com

Certificates of Insurance Required

Contract Period: To cover the period ending **June 30, 2011.**

GREEN & BAKER, 7373 N. SCOTTSDALE ROAD, SUITE B-200, SCOTTSDALE, AZ 85253

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: YES NO

PRICING SHEET NIGP CODE 9614912

PRICING - COMPONENT A

ITEM DESCRIPTION (FIXED HOURLY RATES)	FIXED HOURLY RATE
1. Fixed hourly rate for Senior Partner	<u>\$150.00</u>
2. Fixed hourly rate for Partner	\$15.00 <u>\$150.00</u> Administrative error correction retroactive to 7/1/08 Award date
3. Fixed hourly rate for Associate	<u>\$135.00</u>
4. Fixed hourly rate for Legal Assistant	<u>\$65.00</u>
5. Alternate/innovative compensation options (SEE SECTION 5). Define below, fully:	

Green & Baker is willing to negotiate with Maricopa County regarding innovative/alternative compensation packages.

SPECIALTY LEGAL SERVICES (PRACTICE AREAS) ARE OFFERED FOR THE FOLLOWING:

- Labor and employment law, employee benefits;
- Public official, elected official liability;
- Road design, construction or maintenance liability;
- Personal injury;
- Construction litigation;
- General tort liability;
- Legal malpractice;
- Insurance contracts;
- Environmental law;

Contractor has agreed to acceptance of Amendment #1, and has provided the following document noting acceptance of the same. Effective date of Amendment #1 is December 23, 2008.

GREEN & BAKER, 7373 N. SCOTTSDALE ROAD, SUITE B-200, SCOTTSDALE, AZ 85253

08038 AMENDMENT #1



MARICOPA COUNTY MATERIALS MANAGEMENT

Memo to: Supplemental Specialty Legal Services Providers
From: Stan Fisher, Senior Procurement Officer
Date: December 23, 2008
Re: AMENDMENT #1 CONTRACT 08038-ROQ, SUPPLEMENTAL SPECIALTY LEGAL SERVICES PROVIDERS – COUNTY ATTORNEY

Amendment #1 is issued to distinguish/separate the services provided by any awarded contractor, to the County. Via issuance of Amendment #1, these services shall be clearly defined/distinguished as "Legal Advice Services" and "Litigation Services". "Legal Advice Services" is NOT changed in any manner. "Litigation Services" are incorporated via subject amendment (Attachment B, AGREEMENT FOR LEGAL SERVICES). "Litigation Services" shall be provided at the direction of the County Manager.

The fee/compensation schedule in effect for this contract shall remain constant, regardless of the contractor/awardee elective determination regarding willingness to provide the service incorporated by Amendment #1.

Contractor/Awardee shall sign/acknowledge the provided amendment, if they wish to provide "Litigation Services" to the County, in full agreement/understanding of Amendment #1. Contractor/Awardee shall understand that they are not obligated to provide "Litigation Services". The determination to provide "Litigation Services" is contractor elective. As stated previously, NO changes will be made to subject contract, unless you/your firm acknowledge/sign/agree to the incorporation of "Litigation Services. Firms which agree to provide "Litigation Services" shall provide the appropriate signed acknowledgement documents to:

Maricopa County Materials Management
Stan Fisher, Senior Procurement Officer
320 W. Lincoln Street
Phoenix, AZ 85003

It is important that you understand this "cover letter" and the accompanying AMENDMENT #1, shall be provided (completed/signed), if your firm's elective determination is to provide "Litigation Services" to the County.

IF YOUR FIRM AGREES TO PROVIDE "LITIGATION SERVICES" TO THE COUNTY, YOUR RESPONSE SHALL BE RECEIVED AT THE ABOVE NOTED ADDRESS NOT LATER THAN CLOSE OF BUSINESS JANUARY 5, 2009.

IF YOUR FIRM DOES NOT WISH TO PROVIDE "LITIGATION SERVICES" TO THE COUNTY, NO RESPONSE IS REQUIRED

ACKNOWLEDGEMENT/ACCEPTANCE OF AMENDMENT #1, is indicated by completing the acknowledgement block below:

GREEN & BAKER
CONTRACTOR/AWARDEE

KATHERINE E BAKER, PARTNER
PRINTED NAME AND TITLE

SIGNATURE

A handwritten signature in black ink, appearing to read "Katherine E Baker", written over a horizontal line.

GREEN & BAKER, 7373 N. SCOTTSDALE ROAD, SUITE B-200, SCOTTSDALE, AZ 85253

Terms: NET 30

Vendor Number: W000002807 X

Telephone Number: 480/991-3335

Fax Number: 480/991-1927

Contact Person: Katherine Baker

E-mail Address: keb7333@earthlink.net

Certificates of Insurance Required

Contract Period: To cover the period ending **June 30, 2011.**

GREENBERG TRAUIG, LLP, 2375 E. CAMELBACK ROAD SUITE 700, PHOENIX, AZ 85016

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: YES NO

PRICING SHEET NIGP CODE 9614912

Bond and Disclosure Counsel

PRICING - COMPONENT A

FIXED HOURLY RATE

ITEM DESCRIPTION (FIXED HOURLY RATES)

1. Fixed hourly rate for Senior Partner	<u>\$495</u>
2. Fixed hourly rate for Partner	<u>\$450</u>
3. Fixed hourly rate for Associate	<u>\$375</u>
4. Fixed hourly rate for Legal Assistant	<u>\$150</u>

PRICING - COMPONENT C (ALTERNATIVE COMPENSATION OPTIONS)

1. Applicant/Respondent is encouraged to suggest their own alternative compensation options that it wishes the County to consider (for example, flat rates for certain types of cases or work; monthly retainer arrangements for various work or representations; blended hourly rates; potential "of counsel" arrangements where office space and support might be provided by the County at their facilities for a reduced hourly rate; etc.). Provide alternate compensation option(s) below in clear, concise terms:

Because the County often pays outside professionals from proceeds of a bond issue, it is often helpful for

planning and sizing purposes to obtain a fixed fee quote in lieu of an hourly total. At the County's option,

we would be happy to provide a fixed fee option at the outset of a transaction that could be adjusted

upward or downward if the transaction and expected work is materially different.

**Election Law/General Governmental Practice/
Public Official Liability**

PRICING - COMPONENT A

FIXED HOURLY RATE

ITEM DESCRIPTION (FIXED HOURLY RATES)

1. Fixed hourly rate for Senior Partner	<u>\$395</u>
2. Fixed hourly rate for Partner	<u>\$375</u>
3. Fixed hourly rate for Associate	<u>\$275</u>
4. Fixed hourly rate for Legal Assistant	<u>\$120</u>

GREENBERG TRAURIG, LLP, 2375 E. CAMELBACK ROAD SUITE 700, PHOENIX, AZ 85016

Eminent Domain and Relocation

PRICING - COMPONENT A	FIXED HOURLY RATE
<u>ITEM DESCRIPTION (FIXED HOURLY RATES)</u>	
1. Fixed hourly rate for Senior Partner	\$375
2. Fixed hourly rate for Partner	\$325
3. Fixed hourly rate for Associate	\$250
4. Fixed hourly rate for Legal Assistant	\$150

Intellectual Property

PRICING - COMPONENT A	FIXED HOURLY RATE
<u>ITEM DESCRIPTION (FIXED HOURLY RATES)</u>	
1. Fixed hourly rate for Senior Partner	\$380
2. Fixed hourly rate for Partner	\$300
3. Fixed hourly rate for Associate	\$260
4. Fixed hourly rate for Legal Assistant	\$150

Labor Law and Employment

PRICING - COMPONENT A	FIXED HOURLY RATE
<u>ITEM DESCRIPTION (FIXED HOURLY RATES)</u>	
1. Fixed hourly rate for Senior Partner	\$375
2. Fixed hourly rate for Partner	\$325
3. Fixed hourly rate for Associate	\$250
4. Fixed hourly rate for Legal Assistant	\$150

GREENBERG TRAURIG, LLP, 2375 E. CAMELBACK ROAD SUITE 700, PHOENIX, AZ 85016

Legislative Matters

PRICING - COMPONENT A

FIXED HOURLY RATE

ITEM DESCRIPTION (FIXED HOURLY RATES)

1. Fixed hourly rate for Senior Partner	\$395
2. Fixed hourly rate for Partner or Of Counsel	\$380
3. Fixed hourly rate for Associate	\$250
4. Fixed hourly rate for Legal Assistant	\$150

Real Estate Transactions

PRICING - COMPONENT A

FIXED HOURLY RATE

ITEM DESCRIPTION (FIXED HOURLY RATES)

1. Fixed hourly rate for Senior Partner	\$395
2. Fixed hourly rate for Partner	\$375
3. Fixed hourly rate for Associate	\$250
4. Fixed hourly rate for Legal Assistant	\$150

SPECIALTY LEGAL SERVICES (PRACTICE AREAS) ARE OFFERED FOR THE FOLLOWING:

- Bond And Disclosure Counsel;
- Election Law/General Governmental Practice (open meetings, public records, budget law etc.)/Public Official Liability;
- Eminent Domain And Relocation;
- Intellectual Property;
- Labor Law and Employment;
- Legislative Matters;
- Real Estate Transactions;

Contractor has agreed to acceptance of Amendment #1, and has provided the following document noting acceptance of the same. Effective date of Amendment #1 is December 23, 2008.

GREENBERG TRAUIG, LLP, 2375 E. CAMELBACK ROAD SUITE 700, PHOENIX, AZ 85016

08038 AMENDMENT #1



MARICOPA COUNTY MATERIALS MANAGEMENT

Memo to: Supplemental Specialty Legal Services Providers
From: Stan Fisher, Senior Procurement Officer
Date: December 23, 2008
Re: AMENDMENT #1 CONTRACT 08038-ROQ, SUPPLEMENTAL SPECIALTY LEGAL SERVICES PROVIDERS - COUNTY ATTORNEY

Amendment #1 is issued to distinguish/separate the services provided by any awarded contractor, to the County. Via issuance of Amendment #1, these services shall be clearly defined/distinguished as "Legal Advice Services" and "Litigation Services". "Legal Advice Services" is NOT changed in any manner. "Litigation Services" are incorporated via subject amendment (Attachment B, AGREEMENT FOR LEGAL SERVICES). "Litigation Services" shall be provided at the direction of the County Manager.

The fee/compensation schedule in effect for this contract shall remain constant, regardless of the contractor/awardee elective determination regarding willingness to provide the service incorporated by Amendment #1.

Contractor/Awardee shall sign/acknowledge the provided amendment, if they wish to provide "Litigation Services" to the County, in full agreement/understanding of Amendment #1. Contractor/Awardee shall understand that they are not obligated to provide "Litigation Services". The determination to provide "Litigation Services" is contractor elective. As stated previously, NO changes will be made to subject contract, unless you/your firm acknowledge/sign/agree to the incorporation of "Litigation Services". Firms which agree to provide "Litigation Services" shall provide the appropriate signed acknowledgement documents to:

Maricopa County Materials Management
Stan Fisher, Senior Procurement Officer
320 W. Lincoln Street
Phoenix, AZ 85003

It is important that you understand this "cover letter" and the accompanying AMENDMENT #1, shall be provided (completed/signed), if your firm's elective determination is to provide "Litigation Services" to the County.

IF YOUR FIRM AGREES TO PROVIDE "LITIGATION SERVICES" TO THE COUNTY, YOUR RESPONSE SHALL BE RECEIVED AT THE ABOVE NOTED ADDRESS NOT LATER THAN CLOSE OF BUSINESS JANUARY 5, 2009.

IF YOUR FIRM DOES NOT WISH TO PROVIDE "LITIGATION SERVICES" TO THE COUNTY, NO RESPONSE IS REQUIRED

ACKNOWLEDGEMENT/ACCEPTANCE OF AMENDMENT #1, is indicated by completing the acknowledgement block below:

GREENBERG TRAUIG LLP
CONTRACTOR/AWARDEE

William R. DeHaan, Shareholder
PRINTED NAME AND TITLE

William R. DeHaan
SIGNATURE

GREENBERG TRAURIG, LLP, 2375 E. CAMELBACK ROAD SUITE 700, PHOENIX, AZ 85016

Terms: NET 30

Vendor Number: W000002630 X

Telephone Number: 602/445-8000

Fax Number: 602/445-8100

Contact Person: William DeHaan

E-mail Address: dehhaanw@gtlaw.com

Certificates of Insurance Required

Contract Period: To cover the period ending **June 30, 2011.**

GUST ROSENFELD P.L.C., 201 E. WASHINGTON SUITE 800, PHOENIX, AZ 85004

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: YES NO

PRICING SHEET NIGP CODE 9614912

PRICING - COMPONENT A

GUST ROSENFELD PLC FEE SCHEDULE
FOR MARICOPA COUNTY ATTORNEY'S OFFICE

ATTORNEY	STANDARD RATE PER HOUR	10% DISCOUNT RATE
Timothy W. Barton.....	\$400.....	\$360.00
Michael H. Bate.....	\$400.....	\$360.00
Matthew D. Bedwell.....	\$250.....	\$225.00
Laura Blanco Sever.....	\$330.....	\$297.00
Kent E. Cammack.....	\$315.....	\$283.50
Tom Chauncey, II.....	\$375.....	\$337.50
Mark L. Collins.....	\$330.....	\$297.00
Peter Collins, Jr.	\$330.....	\$297.00
Logan V. Elia.....	\$170.....	\$153.00
Roger W. Frazier.....	\$270.....	\$243.00
James T. Geil.....	\$330.....	\$297.00
Steven M. Guttell.....	\$330.....	\$297.00
Thomas E. Halter.....	\$350.....	\$315.00
Jamie M. Harding.....	\$200.....	\$180.00
Robert D. Haws.....	\$330.....	\$297.00
John L. Hay.....	\$350.....	\$315.00
Richard B. Hood.....	\$350.....	\$315.00
Keith C. Hoskins.....	\$400.....	\$360.00
F. Timothy Hoyt.....	\$350.....	\$315.00
Christopher B. Ingle.....	\$160.....	\$144.00
Lindsay E. Jones.....	\$250.....	\$225.00
Martin T. Jones.....	\$350.....	\$315.00
Mingyi Kang.....	\$170.....	\$153.00
James W. Kaucher.....	\$300.....	\$270.00
Brandon J. Kavanagh.....	\$270.....	\$243.00
Mark J. Langlitz.....	\$270.....	\$243.00
Jennifer M. Larson.....	\$170.....	\$153.00
Jennifer N. MacLennan.....	\$330.....	\$297.00
Scott A. Malm.....	\$330.....	\$297.00
James H. Marburger.....	\$330.....	\$297.00
Melanie McBride.....	\$200.....	\$180.00
Craig A. McCarthy.....	\$330.....	\$297.00
Eric A. McGlothlin.....
Andrew J. McGuire.....	\$330.....	\$297.00
Christopher M. McNichol.....	\$330.....	\$297.00
Christina M. Noyes.....	\$300.....	\$270.00
Sean P. O'Brien.....	\$350.....	\$315.00
Gerard R. O'Meara.....	\$330.....	\$297.00
Magdalena Osborn.....	\$170.....	\$153.00
Barbara Pashkowski.....	\$350.....	\$315.00
David A. Pennartz.....	\$330.....	\$297.00
Steven K. Rendell.....	\$400.....	\$360.00
Dean C. Robertson.....	\$330.....	\$297.00

GUST ROSENFELD P.L.C., 201 E. WASHINGTON SUITE 800, PHOENIX, AZ 85004

Margaret Robertson	\$250	\$225.00
Fred H. Rosenfeld.....	\$400	\$360.00
Scott W. Ruby	\$400	\$360.00
Robert Savage.....	\$250	\$225.00
Christopher A. Schmaltz.....	\$270	\$243.00
Shiela B. Schmidt	\$350	\$315.00
Blaine Searle.....	\$200	\$180.00
Richard A. Segal.....	\$400	\$360.00
Abbie S. Shindler.....	\$250	\$225.00
Sarah Smith	\$160	\$144.00
James G. Speer	\$330	\$297.00
Frank S. Tomkins	\$330	\$297.00
Madeleine C. Wanslee.....	\$330	\$297.00
Timothy J. Watson.....	\$270	\$243.00
Wendy N. Weigand	\$300	\$270.00
Richard H. Whitney.....	\$400	\$360.00
Charles W. Wirken	\$375	\$337.50
Michael S. Woodlock	\$270	\$243.00

Paralegals

Public Law	\$160	\$144.00
Bankruptcy	\$140	\$126.00
Real Estate.....	\$140	\$126.00
Litigation.....	\$130	\$117.00
Commercial	\$130	\$117.00

Law Clerks..... \$95

PRICING - COMPONENT B (VOLUME DISCOUNTS)

Percentage discount off hourly rates (Attorney and Legal Assistant(s) proposed in COMPONENT A above based on volume of all work billed over the course of the contract period (initial three (3) years).

1. If a contracted firm (Counsel) bills over \$250,000.00, it agrees to discount hourly rates by 10 % for all Attorneys, and 10 % for Legal Assistants.
2. If a contracted firm (Counsel) bills over \$500,000.00, it agrees to discount hourly rates by 10 % for all Attorneys, and 10 % for Legal Assistants.
3. If a contracted firm (Counsel) bills over \$750,000.00, it agrees to discount hourly rates by 10 % for all Attorneys, and 10 % for Legal Assistants.

SPECIALTY LEGAL SERVICES (PRACTICE AREAS) ARE OFFERED FOR THE FOLLOWING:

- Collections And Bankruptcy,
- General Public Law And Civil Litigation;
- Real Estate Transactions;
- Environmental Matters;

Contractor has agreed to acceptance of Amendment #1, and has provided the following document noting acceptance of the same. Effective date of Amendment #1 is December 23, 2008.

GUST ROSENFELD P.L.C., 201 E. WASHINGTON SUITE 800, PHOENIX, AZ 85004

08038 AMENDMENT #1



MARICOPA COUNTY MATERIALS MANAGEMENT

Memo to: Supplemental Specialty Legal Services Providers
From: Stan Fisher, Senior Procurement Officer
Date: December 23, 2008
Re: AMENDMENT #1 CONTRACT 08038-ROQ, SUPPLEMENTAL SPECIALTY LEGAL SERVICES PROVIDERS – COUNTY ATTORNEY

Amendment #1 is issued to distinguish/separate the services provided by any awarded contractor, to the County. Via issuance of Amendment #1, these services shall be clearly defined/distinguished as "Legal Advice Services" and "Litigation Services". "Legal Advice Services" is NOT changed in any manner. "Litigation Services" are incorporated via subject amendment (Attachment B, AGREEMENT FOR LEGAL SERVICES). "Litigation Services" shall be provided at the direction of the County Manager.

The fee/compensation schedule in effect for this contract shall remain constant, regardless of the contractor/awardee elective determination regarding willingness to provide the service incorporated by Amendment #1.

Contractor/Awardee shall sign/acknowledge the provided amendment, if they wish to provide "Litigation Services" to the County, in full agreement/understanding of Amendment #1. Contractor/Awardee shall understand that they are not obligated to provide "Litigation Services". The determination to provide "Litigation Services" is contractor elective. As stated previously, NO changes will be made to subject contract, unless you/your firm acknowledge/sign/agree to the incorporation of "Litigation Services". Firms which agree to provide "Litigation Services" shall provide the appropriate signed acknowledgement documents to:

Maricopa County Materials Management
Stan Fisher, Senior Procurement Officer
320 W. Lincoln Street
Phoenix, AZ 85003

It is important that you understand this "cover letter" and the accompanying AMENDMENT #1, shall be provided (completed/signed), if your firm's elective determination is to provide "Litigation Services" to the County.

IF YOUR FIRM AGREES TO PROVIDE "LITIGATION SERVICES" TO THE COUNTY, YOUR RESPONSE SHALL BE RECEIVED AT THE ABOVE NOTED ADDRESS NOT LATER THAN CLOSE OF BUSINESS JANUARY 5, 2009.

IF YOUR FIRM DOES NOT WISH TO PROVIDE "LITIGATION SERVICES" TO THE COUNTY, NO RESPONSE IS REQUIRED

ACKNOWLEDGEMENT/ACCEPTANCE OF AMENDMENT #1, is indicated by completing the acknowledgement block below:

Gust Rosenfeld, P.L.C. / legal vendor
CONTRACTOR/AWARDEE

Craig A. McCarthy, Member / Vendor liaison
PRINTED NAME AND TITLE

Craig A. McCarthy
SIGNATURE

GUST ROSENFELD P.L.C., 201 E. WASHINGTON SUITE 800, PHOENIX, AZ 85004

Terms: NET 30

Vendor Number: W000002611 X

Telephone Number: 602/257-7422

Fax Number: 602/254-4878

Contact Person: Craig McCarthy

E-mail Address: mccarthy@gustlaw.com

Certificates of Insurance Required

Contract Period: To cover the period ending **June 30, 2011.**

HARPER CHRISTIAN DICHTER GRAIF, 2700 N. CENTRAL AVENUE SUITE 1200, PHOENIX, AZ 85004

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: X YES NO

PRICING SHEET NIGP CODE 9614912

PRICING - COMPONENT A

ITEM DESCRIPTION (FIXED HOURLY RATES)	FIXED HOURLY RATE
1. Fixed hourly rate for Senior Partner	<u>\$250.00</u>
2. Fixed hourly rate for Partner	<u>\$225.00</u>
3. Fixed hourly rate for Associate	<u>\$195.00</u>
4. Fixed hourly rate for Legal Assistant	<u>\$90.00</u>

PRICING - COMPONENT B (VOLUME DISCOUNTS)

Percentage discount off hourly rates (Attorney and Legal Assistant(s) proposed in COMPONENT A above based on volume of all work billed over the course of the contract period (initial three (3) years).

1. If a contracted firm (Counsel) bills over \$250,000.00, it agrees to discount hourly rates by 3 % for all Attorneys, and 3 % for Legal Assistants.
2. If a contracted firm (Counsel) bills over \$500,000.00, it agrees to discount hourly rates by 5 % for all Attorneys, and 5 % for Legal Assistants.
3. If a contracted firm (Counsel) bills over \$750,000.00, it agrees to discount hourly rates by 5 % for all Attorneys, and 5 % for Legal Assistants.

PRICING - COMPONENT C (ALTERNATIVE COMPENSATION OPTIONS)

1. Applicant/Respondent is encouraged to suggest their own alternative compensation options that it wishes the County to consider (for example, flat rates for certain types of cases or work; monthly retainer arrangements for various work or representations; blended hourly rates; potential "of counsel" arrangements where office space and support might be provided by the County at their facilities for a reduced hourly rate; etc.). Provide alternate compensation option(s) below in clear, concise terms:

The firm is open to alternative fee arrangements negotiated on a case by case basis.

SPECIALTY LEGAL SERVICES (PRACTICE AREAS) ARE OFFERED FOR THE FOLLOWING:

- Attorney Conduct And Professionalism;
- Commercial Transactions;
- Construction Litigation;
- Tort Liability;
- Labor Law and Employment;
- Medical Malpractice;
- Real Estate Transactions;
- Section 1983 Civil Rights Defense;

Contractor has agreed to acceptance of Amendment #1, and has provided the following document noting acceptance of the same. Effective date of Amendment #1 is December 23, 2008.

HARPER CHRISTIAN DICHTER GRAIF, 2700 N. CENTRAL AVENUE SUITE 1200, PHOENIX, AZ 85004

08038 AMENDMENT #1



MARICOPA COUNTY MATERIALS MANAGEMENT

Memo to: Supplemental Specialty Legal Services Providers
From: Stan Fisher, Senior Procurement Officer
Date: December 23, 2008
Re: AMENDMENT #1 CONTRACT 08038-ROQ, SUPPLEMENTAL SPECIALTY LEGAL SERVICES PROVIDERS – COUNTY ATTORNEY

Amendment #1 is issued to distinguish/separate the services provided by any awarded contractor, to the County. Via issuance of Amendment #1, these services shall be clearly defined/distinguished as "Legal Advice Services" and "Litigation Services". "Legal Advice Services" is NOT changed in any manner. "Litigation Services" are incorporated via subject amendment (Attachment B, AGREEMENT FOR LEGAL SERVICES). "Litigation Services" shall be provided at the direction of the County Manager.

The fee/compensation schedule in effect for this contract shall remain constant, regardless of the contractor/awardee elective determination regarding willingness to provide the service incorporated by Amendment #1.

Contractor/Awardee shall sign/acknowledge the provided amendment, if they wish to provide "Litigation Services" to the County, in full agreement/understanding of Amendment #1. Contractor/Awardee shall understand that they are not obligated to provide "Litigation Services". The determination to provide "Litigation Services" is contractor elective. As stated previously, NO changes will be made to subject contract, unless you/your firm acknowledge/sign/agree to the incorporation of "Litigation Services". Firms which agree to provide "Litigation Services" shall provide the appropriate signed acknowledgement documents to:

Maricopa County Materials Management
Stan Fisher, Senior Procurement Officer
320 W. Lincoln Street
Phoenix, AZ 85003

It is important that you understand this "cover letter" and the accompanying AMENDMENT #1, shall be provided (completed/signed), if your firm's elective determination is to provide "Litigation Services" to the County.

IF YOUR FIRM AGREES TO PROVIDE "LITIGATION SERVICES" TO THE COUNTY, YOUR RESPONSE SHALL BE RECEIVED AT THE ABOVE NOTED ADDRESS NOT LATER THAN CLOSE OF BUSINESS JANUARY 5, 2009.

IF YOUR FIRM DOES NOT WISH TO PROVIDE "LITIGATION SERVICES" TO THE COUNTY, NO RESPONSE IS REQUIRED

ACKNOWLEDGEMENT/ACCEPTANCE OF AMENDMENT #1, is indicated by completing the acknowledgement block below:

Harper, Christian, Dichter & Graif, PC
CONTRACTOR/AWARDEE

Thomas F. Harper, President
PRINTED NAME AND TITLE

Thomas F. Harper
SIGNATURE

**HARPER CHRISTIAN DICHTER GRAIF, 2700 N. CENTRAL AVENUE SUITE 1200, PHOENIX, AZ
85004**

Terms: NET 30

Vendor Number: W000003991 X

Telephone Number: 602/792-1700

Fax Number: 602/792-1710

Contact Person: Thomas Harper

E-mail Address: tharper@hcdglaw.com

Certificates of Insurance Required

Contract Period: To cover the period ending **June 30, 2011.**

HELM & KYLE, 1619 E. GUADALUPE ROAD SUITE ONE, TEMPE, AZ 85283

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: YES NO

PRICING SHEET NIGP CODE 9614912

PRICING - COMPONENT A

ITEM DESCRIPTION (FIXED HOURLY RATES)	FIXED HOURLY RATE
1. Fixed hourly rate for Senior Partner	<u>\$210.0</u>
2. Fixed hourly rate for Partner	<u>\$210.00</u>
3. Fixed hourly rate for Associate	<u>\$155.00 – 195.00</u>
4. Fixed hourly rate for Legal Assistant	<u>\$105.00</u>

SPECIALTY LEGAL SERVICES (PRACTICE AREAS) ARE OFFERED FOR THE FOLLOWING:

- Appellate Practice;
- Eminent Domain and Relocation;
- General Governmental Practice;
- Legislative Matters;
- Planning And Zoning;
- Road Design;
- Construction or Maintenance Liability;
- Construction Litigation;
- Public Contracts and Procurement;
- Environmental Law and Property Tax Appeals;
- Tax Lien Sales and Foreclosures;
- Treasurer's Matters;
- Public Official Liability;
- Probate Litigation;
- Water Law Including Both Ground Water Issues;
- Flowing Water Issues and Drainage;
- Commercial Transaction;
- All General Real Estate Matters;
- General Tort Liability;
- Personal Injury;
- Section 1983 Civil Rights Defense;

Contractor has agreed to acceptance of Amendment #1, and has provided the following document noting acceptance of the same. Effective date of Amendment #1 is December 23, 2008.

HELM & KYLE, 1619 E. GUADALUPE ROAD SUITE ONE, TEMPE, AZ 85283

08038 AMENDMENT #1



MARICOPA COUNTY MATERIALS MANAGEMENT

Memo to: Supplemental Specialty Legal Services Providers
From: Stan Fisher, Senior Procurement Officer
Date: December 23, 2008
Re: AMENDMENT #1 CONTRACT 08038-ROQ, SUPPLEMENTAL SPECIALTY LEGAL SERVICES PROVIDERS-COUNTY ATTORNEY

Amendment #1 is issued to distinguish/separate the services provided by any awarded contractor, to the County. Via issuance of Amendment #1, these services shall be clearly defined/distinguished as "Legal Advice Services" and "Litigation Services". "Legal Advice Services" is NOT changed in any manner. "Litigation Services" are incorporated via subject amendment (Attachment B, AGREEMENT FOR LEGAL SERVICES). "Litigation Services" shall be provided at the direction of the County Manager.

The fee/compensation schedule in effect for this contract shall remain constant, regardless of the contractor/awardee elective determination regarding willingness to provide the service incorporated by Amendment #1.

Contractor/Awardee shall sign/acknowledge the provided amendment, if they wish to provide "Litigation Services" to the County, in full agreement/understanding of Amendment #1. Contractor/Awardee shall understand that they are not obligated to provide "Litigation Services". The determination to provide "Litigation Services" is contractor elective. As stated previously, NO changes will be made to subject contract, unless you/your firm acknowledge/sign/agree to the incorporation of "Litigation Services". Firms which agree to provide "Litigation Services" shall provide the appropriate signed acknowledgement documents to:

Maricopa County Materials Management
Stan Fisher, Senior Procurement Officer
320 W. Lincoln Street
Phoenix, AZ 85003

It is important that you understand this "cover letter" and the accompanying AMENDMENT #1, shall be provided (completed/signed), if your firm's elective determination is to provide "Litigation Services" to the County.

IF YOUR FIRM AGREES TO PROVIDE "LITIGATION SERVICES" TO THE COUNTY, YOUR RESPONSE SHALL BE RECEIVED AT THE ABOVE NOTED ADDRESS NOT LATER THAN CLOSE OF BUSINESS JANUARY 5, 2009.

IF YOUR FIRM DOES NOT WISH TO PROVIDE "LITIGATION SERVICES" TO THE COUNTY, NO RESPONSE IS REQUIRED

ACKNOWLEDGEMENT/ACCEPTANCE OF AMENDMENT #1, is indicated by completing the acknowledgement block below:

HELM & KYLE LTD
CONTRACTOR/AWARDEE
ROBERTA S. LIVESAY, SHAREHOLDER
PRINTED NAME AND TITLE
Roberta S. Livesay
SIGNATURE

HELM & KYLE, 1619 E. GUADALUPE ROAD SUITE ONE, TEMPE, AZ 85283

Terms: NET 30

Vendor Number: W000002514 X

Telephone Number: 480/345-9500

Fax Number: 480/345-6559

Contact Person: Roberta S. Livesay

E-mail Address: helmkylelaw@aol.com

Certificates of Insurance Required

Contract Period: To cover the period ending **June 30, 2011.**

LAW OFFICE OF KESHA A. HODGE, 2942 N. 24TH STREET, SUITE 114-353, PHOENIX, AZ 85016

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: X YES NO

PRICING SHEET NIGP CODE 9614912

PRICING - COMPONENT A

ITEM DESCRIPTION (FIXED HOURLY RATES)	FIXED HOURLY RATE
1. Fixed hourly rate for Senior Partner	<u>\$200.00</u>
2. Fixed hourly rate for Partner	<u>\$200.00</u>
3. Fixed hourly rate for Associate	<u>\$150.00</u>
4. Fixed hourly rate for Legal Assistant	<u>\$90.00</u>

PRICING - COMPONENT B (VOLUME DISCOUNTS)

Percentage discount off hourly rates (Attorney and Legal Assistant(s) proposed in COMPONENT A above based on volume of all work billed over the course of the contract period (initial three (3) years).

1. If a contracted firm (Counsel) bills over \$250,000.00, it agrees to discount hourly rates by 20 % for all Attorneys, and 30 % for Legal Assistants.
2. If a contracted firm (Counsel) bills over \$500,000.00, it agrees to discount hourly rates by 25 % for all Attorneys, and 35 % for Legal Assistants.
3. If a contracted firm (Counsel) bills over \$750,000.00, it agrees to discount hourly rates by 30 % for all Attorneys, and 40 % for Legal Assistants.

PRICING - COMPONENT C (ALTERNATIVE COMPENSATION OPTIONS)

1. Applicant/Respondent is encouraged to suggest their own alternative compensation options that it wishes the County to consider (for example, flat rates for certain types of cases or work; monthly retainer arrangements for various work or representations; blended hourly rates; potential "of counsel" arrangements where office space and support might be provided by the County at their facilities for a reduced hourly rate; etc.). Provide alternate compensation option(s) below in clear, concise terms:

In addition to the volume discounts set forth above, Applicant also agrees to provide the County with the following alternative compensation options: (1) flat fee of \$8000 for any appellate case where there is less than fifteen hours (or two days) of transcripts and less than three issues on appeal, for each additional day of transcripts or additional appellate issue, increase flat fee in increments of \$1750; (3) flat fee of \$6000 for each attorney inquiry/charge by the State Bar of Arizona where there is less than three charges of attorney misconduct, this flat fee does not include any appellate procedures; (4) 20% discounted hourly rates for all attorneys and legal assistants in Section 1983 defense claims, probate litigation, indigent representation, and collection matters where the amount owed is less than \$35,000; (5) flat fee of \$750 for document review of commercial or transaction documents less than twenty pages in length; and (6) monthly retainer of \$4500 for thirty hours of legal services. The aforementioned alternative compensation options cannot be combined without the written approval of Applicant.

LAW OFFICE OF KESHA A. HODGE, 2942 N. 24TH STREET, SUITE 114-353, PHOENIX, AZ 85016

SPECIALTY LEGAL SERVICES (PRACTICE AREAS) ARE OFFERED FOR THE FOLLOWING:

- Appellate Practice;
- Attorney Conduct and Professionalism;
- Collections;
- Commercial Transactions;
- Construction Litigation;
- Election Law;
- Eminent Domain and Relocation;
- Tort Liability;
- Labor Law and Employment;
- Indigent Representation;
- Insurance Contracts;
- Intellectual Property;
- Legislative Matters;
- Medical Malpractice;
- Section 1983 Civil Rights Defense;
- Probate Litigation;

Contractor has not agreed to acceptance of Amendment #1, and is therefore not "bound" by the provisions of that Amendment.

Terms:	NET 30
Vendor Number:	W000012593 X
Telephone Number:	602/740-1788
Fax Number:	602/357-4988
Contact Person:	Kesha Hodge
E-mail Address:	Kesha.Hodge@azbar.org
Certificates of Insurance	Required
Contract Period:	To cover the period ending June 30, 2011.

HOPKINS LAW OFFICES P.L.C., 3101 N. CENTRAL AVENUE, SUITE 1250, PHOENIX, AZ 85012

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: YES NO

PRICING SHEET NIGP CODE 9614912

PRICING - COMPONENT A

ITEM DESCRIPTION (FIXED HOURLY RATES)	FIXED HOURLY RATE
1. Fixed hourly rate for Senior Partner	<u>\$185.00</u>
2. Fixed hourly rate for Partner	<u>\$165.00</u>
3. Fixed hourly rate for Associate	<u>\$125.00</u>
4. Fixed hourly rate for Legal Assistant	<u>\$75.00</u>

PRICING - COMPONENT B (VOLUME DISCOUNTS)

Percentage discount off hourly rates (Attorney and Legal Assistant(s) proposed in COMPONENT A above based on volume of all work billed over the course of the contract period (initial three (3) years).

1. If a contracted firm (Counsel) bills over \$250,000.00, it agrees to discount hourly rates by 5 % for all Attorneys, and 5 % for Legal Assistants.
2. If a contracted firm (Counsel) bills over \$500,000.00, it agrees to discount hourly rates by 10 % for all Attorneys, and 10 % for Legal Assistants.
3. If a contracted firm (Counsel) bills over \$750,000.00, it agrees to discount hourly rates by 15 % for all Attorneys, and 15 % for Legal Assistants.

SPECIALTY LEGAL SERVICES (PRACTICE AREAS) ARE OFFERED FOR THE FOLLOWING:

- Appellate Practice;
- Attorney Conduct And Professionalism;
- Construction Litigation;
- Tort Liability;
- Medical Malpractice;
- Section 1983 Civil Rights Defense;
- Probate Litigation;
- Road, Building, Design and Construction or Maintenance Liability.

Contractor has not agreed to acceptance of Amendment #1, and is therefore not "bound" by the provisions of that Amendment.

HOPKINS LAW OFFICES P.L.C., 3101 N. CENTRAL AVENUE, SUITE 1250, PHOENIX, AZ 85012

Terms: NET 30

Vendor Number: W000011155 X

Telephone Number: 602/263-6010

Fax Number: 602/263-6016

Contact Person: Stephen Hopkins

E-mail Address: sh@hopkinslawoffices.com

Certificates of Insurance Required

Contract Period: To cover the period ending **June 30, 2011.**

HYMSON GOLDSTEIN & PANTILIAT, 14646 N. KIERLAND BLVD., SUITE 255, SCOTTSDALE, AZ 85254

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: YES NO

PRICING SHEET NIGP CODE 9614912

PRICING - COMPONENT A

ITEM DESCRIPTION (FIXED HOURLY RATES)	FIXED HOURLY RATE
1. Fixed hourly rate for Senior Partner	<u>\$375.00</u>
2. Fixed hourly rate for Partner	<u>\$335.00</u>
3. Fixed hourly rate for Associate	<u>\$295.00</u>
4. Fixed hourly rate for Legal Assistant	<u>\$125.00</u>

PRICING - COMPONENT B (VOLUME DISCOUNTS)

Percentage discount off hourly rates (Attorney and Legal Assistant(s) proposed in COMPONENT A above based on volume of all work billed over the course of the contract period (initial three (3) years).

1. If a contracted firm (Counsel) bills over \$250,000.00, it agrees to discount hourly rates by 5 % for all Attorneys, and 5 % for Legal Assistants.
2. If a contracted firm (Counsel) bills over \$500,000.00, it agrees to discount hourly rates by 5 % for all Attorneys, and 5 % for Legal Assistants.
3. If a contracted firm (Counsel) bills over \$750,000.00, it agrees to discount hourly rates by 5 % for all Attorneys, and 5 % for Legal Assistants.

SPECIALTY LEGAL SERVICES (PRACTICE AREAS) ARE OFFERED FOR THE FOLLOWING:

- Appellate Practice;
- Bond and Disclosure Counsel;
- Collections and Bankruptcy;
- Commercial Transactions;
- Construction Litigation;
- Eminent Domain and Relocation;
- Health Care;
- Public Health;
- Insurance Contracts;
- Intellectual Property;
- Labor and Employment Law;
- Planning and Zoning;
- Real Estate Transactions Law;
- Probate Litigation;
- Design and Construction Liability and Maintenance Liability;

Contractor has not agreed to acceptance of Amendment #1, and is therefore not "bound" by the provisions of that Amendment.

HYMSON GOLDSTEIN & PANTILIAT, 14646 N. KIERLAND BLVD., SUITE 255, SCOTTSDALE, AZ
85254

Terms: NET 30

Vendor Number: W000012514 X

Telephone Number: 480/991-9077

Fax Number: 480/442-8854

Contact Person: David B. Goldstein

E-mail Address: dbg@legalcounselors.com

Certificates of Insurance Required

Contract Period: To cover the period ending **June 30, 2011.**

IAFRATE & ASSOCIATES, 649 N. 2ND AVENUE, PHOENIX, AZ 85003

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: YES NO

PRICING SHEET NIGP CODE 9614912

PRICING - COMPONENT A

ITEM DESCRIPTION (FIXED HOURLY RATES)	FIXED HOURLY RATE
1. Fixed hourly rate for Senior Partner	<u>\$165.00</u>
2. Fixed hourly rate for Partner	<u>\$165.00</u>
3. Fixed hourly rate for Associate	<u>\$165.00</u>
4. Fixed hourly rate for Legal Assistant	<u>\$115.00</u>

SPECIALTY LEGAL SERVICES (PRACTICE AREAS) ARE OFFERED FOR THE FOLLOWING:

- Appellate Practice;
- Election Law;
- General Governmental Practice;
- Tort liability;
- Medical Malpractice;
- Section 1983 Civil Rights Defense;
- Public Official Liability;
- Road, Building, Design and Construction or Maintenance Liability;

Contractor has agreed to acceptance of Amendment #1, and has provided the following document noting acceptance of the same. Effective date of Amendment #1 is December 23, 2008.

IAFRATE & ASSOCIATES, 649 N. 2ND AVENUE, PHOENIX, AZ 85003

08038 AMENDMENT #1



MARICOPA COUNTY MATERIALS MANAGEMENT

Memo to: Supplemental Specialty Legal Services Providers
From: Stan Fisher, Senior Procurement Officer
Date: December 23, 2008
Re: AMENDMENT #1 CONTRACT 08038-ROQ, SUPPLEMENTAL SPECIALTY LEGAL SERVICES PROVIDERS – COUNTY ATTORNEY

Amendment #1 is issued to distinguish/separate the services provided by any awarded contractor, to the County. Via issuance of Amendment #1, these services shall be clearly defined/distinguished as "Legal Advice Services" and "Litigation Services". "Legal Advice Services" is NOT changed in any manner. "Litigation Services" are incorporated via subject amendment (Attachment B, AGREEMENT FOR LEGAL SERVICES). "Litigation Services" shall be provided at the direction of the County Manager.

The fee/compensation schedule in effect for this contract shall remain constant, regardless of the contractor/awardee elective determination regarding willingness to provide the service incorporated by Amendment #1.

Contractor/Awardee shall sign/acknowledge the provided amendment, if they wish to provide "Litigation Services" to the County, in full agreement/understanding of Amendment #1. Contractor/Awardee shall understand that they are not obligated to provide "Litigation Services". The determination to provide "Litigation Services" is contractor elective. As stated previously, NO changes will be made to subject contract, unless you/your firm acknowledge/sign/agree to the incorporation of "Litigation Services". Firms which agree to provide "Litigation Services" shall provide the appropriate signed acknowledgement documents to:

Maricopa County Materials Management
Stan Fisher, Senior Procurement Officer
320 W. Lincoln Street
Phoenix, AZ 85003

It is important that you understand this "cover letter" and the accompanying AMENDMENT #1, shall be provided (completed/signed), if your firm's elective determination is to provide "Litigation Services" to the County.

IF YOUR FIRM AGREES TO PROVIDE "LITIGATION SERVICES" TO THE COUNTY, YOUR RESPONSE SHALL BE RECEIVED AT THE ABOVE NOTED ADDRESS NOT LATER THAN CLOSE OF BUSINESS JANUARY 5, 2009.

IF YOUR FIRM DOES NOT WISH TO PROVIDE "LITIGATION SERVICES" TO THE COUNTY, NO RESPONSE IS REQUIRED

ACKNOWLEDGEMENT/ACCEPTANCE OF AMENDMENT #1, is indicated by completing the acknowledgement block below:

Law Offices of Michele M. Iafate, P.C. dba Iafate & Associates
CONTRACTOR/AWARDEE

Michele M. Iafate, President
PRINTED NAME AND TITLE

Michele M. Iafate
SIGNATURE

IAFRATE & ASSOCIATES, 649 N. 2ND AVENUE, PHOENIX, AZ 85003

Terms: NET 30

Vendor Number: W000000447 X

Telephone Number: 602/234-9775

Fax Number: 602/254-9733

Contact Person: Michele M. Iafrate

E-mail Address: miafrate@iafratelaw.com

Certificates of Insurance Required

Contract Period: To cover the period ending **June 30, 2011.**

**JARDINE, BAKER, HICKMAN & HOUSTON, PLLC, 3300 N. CENTRAL AVENUE, SUITE 2600,
PHOENIX, AZ 85012**

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: YES NO

PRICING SHEET NIGP CODE 9614912

PRICING - COMPONENT A

ITEM DESCRIPTION (FIXED HOURLY RATES)	FIXED HOURLY RATE
1. Fixed hourly rate for Senior Partner	<u>\$150.00</u>
2. Fixed hourly rate for Partner	<u>\$150.00</u>
3. Fixed hourly rate for Associate	<u>\$130.00</u>
4. Fixed hourly rate for Legal Assistant	<u>\$85.00</u>

SPECIALTY LEGAL SERVICES (PRACTICE AREAS) ARE OFFERED FOR THE FOLLOWING:

- Appellate Practice;
- Attorney Conduct and Professionalism;
- Construction Litigation;
- General Governmental Practice;
- Tort Liability;
- Insurance Contracts;
- Intellectual Property;
- Healthcare and Medical Malpractice;
- Section 1983 Civil Rights Defense;
- Public Official Liability;
- Road, Building, Design and Construction or Maintenance Liability;
- Water Law Including Flood Litigation;
- Worker's Compensation;

Contractor has agreed to acceptance of Amendment #1, and has provided the following document noting acceptance of the same. Effective date of Amendment #1 is December 23, 2008.

JARDINE, BAKER, HICKMAN & HOUSTON, PLLC, 3300 N. CENTRAL AVENUE, SUITE 2600,
PHOENIX, AZ 85012

08038 AMENDMENT #1



MARICOPA COUNTY MATERIALS MANAGEMENT

Memo to: Supplemental Specialty Legal Services Providers
From: Stan Fisher, Senior Procurement Officer
Date: December 23, 2008
Re: AMENDMENT #1 CONTRACT 08038-ROQ, SUPPLEMENTAL SPECIALTY LEGAL SERVICES PROVIDERS - COUNTY ATTORNEY

Amendment #1 is issued to distinguish/separate the services provided by any awarded contractor, to the County. Via issuance of Amendment #1, these services shall be clearly defined/distinguished as "Legal Advice Services" and "Litigation Services". "Legal Advice Services" is NOT changed in any manner. "Litigation Services" are incorporated via subject amendment (Attachment B, AGREEMENT FOR LEGAL SERVICES). "Litigation Services" shall be provided at the direction of the County Manager.

The fee/compensation schedule in effect for this contract shall remain constant, regardless of the contractor/awardee elective determination regarding willingness to provide the service incorporated by Amendment #1.

Contractor/Awardee shall sign/acknowledge the provided amendment, if they wish to provide "Litigation Services" to the County, in full agreement/understanding of Amendment #1. Contractor/Awardee shall understand that they are not obligated to provide "Litigation Services". The determination to provide "Litigation Services" is contractor elective. As stated previously, NO changes will be made to subject contract, unless you/your firm acknowledges/sign/agree to the incorporation of "Litigation Services". Firms which agree to provide "Litigation Services" shall provide the appropriate signed acknowledgement documents to:

Maricopa County Materials Management
Stan Fisher, Senior Procurement Officer
320 W. Lincoln Street
Phoenix, AZ 85003

It is important that you understand this "cover letter" and the accompanying AMENDMENT #1, shall be provided (completed/signed), if your firm's elective determination is to provide "Litigation Services" to the County.

IF YOUR FIRM AGREES TO PROVIDE "LITIGATION SERVICES" TO THE COUNTY, YOUR RESPONSE SHALL BE RECEIVED AT THE ABOVE NOTED ADDRESS NOT LATER THAN CLOSE OF BUSINESS JANUARY 6, 2009.

IF YOUR FIRM DOES NOT WISH TO PROVIDE "LITIGATION SERVICES" TO THE COUNTY, NO RESPONSE IS REQUIRED

ACKNOWLEDGEMENT/ACCEPTANCE OF AMENDMENT #1, is indicated by completing the acknowledgment block below:

Jardine Baker Hickman & Houston, PLLC
CONTRACTOR/AWARDEE

Scott Houston - Managing Member
PRINTED NAME AND TITLE

[Signature]
SIGNATURE

JARDINE, BAKER, HICKMAN & HOUSTON, PLLC, 3300 N. CENTRAL AVENUE, SUITE 2600,
PHOENIX, AZ 85012

Terms: NET 30

Vendor Number: W000002780 X

Telephone Number: 602/200-9777

Fax Number: 602/200-9114

Contact Person: Kendall D. Steele

E-mail Address: ksteele@jbhhlaw.com

Certificates of Insurance Required

Contract Period: To cover the period ending **June 30, 2011.**

JENNINGS, HAUG & CUNNINGHAM, 2800 N. CENTRAL AVENUE SUITE 1800, PHOENIX, AZ 85004

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: YES NO

PRICING SHEET NIGP CODE 9614912

PRICING - COMPONENT A

ITEM DESCRIPTION (FIXED HOURLY RATES)	FIXED HOURLY RATE
1. Fixed hourly rate for Senior Partner	<u>\$200.00</u>
2. Fixed hourly rate for Partner	<u>\$175.00</u>
3. Fixed hourly rate for Associate	<u>\$160.00</u>
4. Fixed hourly rate for Legal Assistant	<u>\$100.00</u>

PRICING - COMPONENT B (VOLUME DISCOUNTS)

Percentage discount off hourly rates (Attorney and Legal Assistant(s) proposed in COMPONENT A above based on volume of all work billed over the course of the contract period (initial three (3) years).

1. If a contracted firm (Counsel) bills over \$250,000.00, it agrees to discount hourly rates by 5 % for all Attorneys, and 5 % for Legal Assistants.
2. If a contracted firm (Counsel) bills over \$500,000.00, it agrees to discount hourly rates by 10 % for all Attorneys, and 10 % for Legal Assistants.
3. If a contracted firm (Counsel) bills over \$750,000.00, it agrees to discount hourly rates by 15 % for all Attorneys, and 15 % for Legal Assistants.

SPECIALTY LEGAL SERVICES (PRACTICE AREAS) ARE OFFERED FOR THE FOLLOWING:

- Appellate Practice;
- Collections and Bankruptcy;
- Commercial Transactions;
- Construction Litigation;
- Tort Liability;
- Insurance Contracts;
- Medical Malpractice;
- Section 1983 Civil Rights Defense;
- Road, Design and Construction or Maintenance Liability.

Contractor has agreed to acceptance of Amendment #1, and has provided the following document noting acceptance of the same. Effective date of Amendment #1 is December 23, 2008.

JENNINGS, HAUG & CUNNINGHAM, 2800 N. CENTRAL AVENUE SUITE 1800, PHOENIX, AZ 85004

08038 AMENDMENT #1



MARICOPA COUNTY MATERIALS MANAGEMENT

Memo to: Supplemental Specialty Legal Services Providers

From: Stan Fisher, Senior Procurement Officer

Date: December 23, 2008

Re: AMENDMENT #1 CONTRACT 08038-ROQ, SUPPLEMENTAL SPECIALTY LEGAL SERVICES PROVIDERS – COUNTY ATTORNEY

Amendment #1 is issued to distinguish/separate the services provided by any awarded contractor, to the County. Via issuance of Amendment #1, these services shall be clearly defined/distinguished as "Legal Advice Services" and "Litigation Services". "Legal Advice Services" is NOT changed in any manner. "Litigation Services" are incorporated via subject amendment (Attachment B, AGREEMENT FOR LEGAL SERVICES). "Litigation Services" shall be provided at the direction of the County Manager.

The fee/compensation schedule in effect for this contract shall remain constant, regardless of the contractor/awardee elective determination regarding willingness to provide the service incorporated by Amendment #1.

Contractor/Awardee shall sign/acknowledge the provided amendment, if they wish to provide "Litigation Services" to the County, in full agreement/understanding of Amendment #1. Contractor/Awardee shall understand that they are not obligated to provide "Litigation Services". The determination to provide "Litigation Services" is contractor elective. As stated previously, NO changes will be made to subject contract, unless you/your firm acknowledge/sign/agree to the incorporation of "Litigation Services. Firms which agree to provide "Litigation Services" shall provide the appropriate signed acknowledgement documents to:

Maricopa County Materials Management
 Stan Fisher, Senior Procurement Officer
 320 W. Lincoln Street
 Phoenix, AZ 85003

It is important that you understand this "cover letter" and the accompanying AMENDMENT #1, shall be provided (completed/signed), if your firm's elective determination is to provide "Litigation Services" to the County.

IF YOUR FIRM AGREES TO PROVIDE "LITIGATION SERVICES" TO THE COUNTY, YOUR RESPONSE SHALL BE RECEIVED AT THE ABOVE NOTED ADDRESS NOT LATER THAN CLOSE OF BUSINESS JANUARY 5, 2009.

IF YOUR FIRM DOES NOT WISH TO PROVIDE "LITIGATION SERVICES" TO THE COUNTY, NO RESPONSE IS REQUIRED

ACKNOWLEDGEMENT/ACCEPTANCE OF AMENDMENT #1, is indicated by completing the acknowledgement block below:

JENNINGS HAUG & CUNNINGHAM LLP
 CONTRACTOR/AWARDEE

BY: JORGE FRANCO, PARTNER
 PRINTED NAME AND TITLE

SIGNATURE J. Franco.

1/5/09.

JENNINGS, HAUG & CUNNINGHAM, 2800 N. CENTRAL AVENUE SUITE 1800, PHOENIX, AZ 85004

Terms: NET 30

Vendor Number: W000002743 X

Telephone Number: 602/234-7800

Fax Number: 602/27-5595

Contact Person: Jorge Franco

E-mail Address: jf@jhc-law.com

Certificates of Insurance Required

Contract Period: To cover the period ending **June 30, 2011.**

JENNINGS, STROUSS & SALMON, 201 E. WASHINGTON ST. 11TH FLOOR, PHOENIX, AZ 85004

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: YES NO

PRICING SHEET NIGP CODE 9614912

PRICING - COMPONENT A

ITEM DESCRIPTION (FIXED HOURLY RATES)	FIXED HOURLY RATE
1. Fixed hourly rate for Senior Partner	<u>\$337.50*</u>
2. Fixed hourly rate for Partner	<u>\$200.00*</u>
3. Fixed hourly rate for Associate	<u>\$175.00*</u>
4. Fixed hourly rate for Legal Assistant	<u>\$148.50*</u>

PRICING - COMPONENT B (VOLUME DISCOUNTS)

Percentage discount off hourly rates (Attorney and Legal Assistant(s) proposed in COMPONENT A above based on volume of all work billed over the course of the contract period (initial three (3) years).

1. If a contracted firm (Counsel) bills over \$250,000.00, it agrees to discount hourly rates by 3 % for all Attorneys, and 3 % for Legal Assistants.
2. If a contracted firm (Counsel) bills over \$500,000.00, it agrees to discount hourly rates by 5 % for all Attorneys, and 5 % for Legal Assistants.
3. If a contracted firm (Counsel) bills over \$750,000.00, it agrees to discount hourly rates by 7 % for all Attorneys, and 7 % for Legal Assistants.

*Jennings Strouss adjusts their rates annually on January 1st. The increase will adjust each year during the contract. Rate increase not to exceed more than 5% annually.

SPECIALTY LEGAL SERVICES (PRACTICE AREAS) ARE OFFERED FOR THE FOLLOWING:

- Appellate Practice;
- Attorney Conduct and Professionalism;
- Commercial Transactions;
- Construction Litigation;
- Eminent Domain and Relocation;
- Tort Liability;
- Intellectual Property;
- Labor Law and Employment;
- Medical Malpractice;
- Section 1983 Civil Rights Defense;
- Public Official Liability;

~~Contractor has not agreed to acceptance of Amendment #1, and is therefore not "bound" by the provisions of that Amendment.~~

Contractor has agreed to acceptance of Amendment #1, and has provided the following document noting acceptance of the same. Effective date of Amendment #1 is December 23, 2008.

JENNINGS, STROUSS & SALMON, 201 E. WASHINGTON ST. 11TH FLOOR, PHOENIX, AZ 85004

08038 AMENDMENT #1



MARICOPA COUNTY MATERIALS MANAGEMENT

Memo to: Supplemental Specialty Legal Services Providers
From: Stan Fisher, Senior Procurement Officer
Date: December 23, 2008
Re: AMENDMENT #1 CONTRACT 08038-ROQ, SUPPLEMENTAL SPECIALTY LEGAL SERVICES PROVIDERS - COUNTY ATTORNEY

Amendment #1 is issued to distinguish/separate the services provided by any awarded contractor, to the County. Via issuance of Amendment #1, these services shall be clearly defined/distinguished as "Legal Advice Services" and "Litigation Services". "Legal Advice Services" is NOT changed in any manner. "Litigation Services" are incorporated via subject amendment (Attachment B, AGREEMENT FOR LEGAL SERVICES). "Litigation Services" shall be provided at the direction of the County Manager.

The fee/compensation schedule in effect for this contract shall remain constant, regardless of the contractor/awardee elective determination regarding willingness to provide the service incorporated by Amendment #1.

Contractor/Awardee shall sign/acknowledge the provided amendment, if they wish to provide "Litigation Services" to the County, in full agreement/understanding of Amendment #1. Contractor/Awardee shall understand that they are not obligated to provide "Litigation Services". The determination to provide "Litigation Services" is contractor elective. As stated previously, NO changes will be made to subject contract, unless you/your firm acknowledge/sign/agree to the incorporation of "Litigation Services". Firms which agree to provide "Litigation Services" shall provide the appropriate signed acknowledgement documents to:

Maricopa County Materials Management
Stan Fisher, Senior Procurement Officer
320 W. Lincoln Street
Phoenix, AZ 85003

It is important that you understand this "cover letter" and the accompanying AMENDMENT #1, shall be provided (completed/signed), if your firm's elective determination is to provide "Litigation Services" to the County.

IF YOUR FIRM AGREES TO PROVIDE "LITIGATION SERVICES" TO THE COUNTY, YOUR RESPONSE SHALL BE RECEIVED AT THE ABOVE NOTED ADDRESS NOT LATER THAN CLOSE OF BUSINESS JANUARY 5, 2009.

IF YOUR FIRM DOES NOT WISH TO PROVIDE "LITIGATION SERVICES" TO THE COUNTY, NO RESPONSE IS REQUIRED

ACKNOWLEDGEMENT/ACCEPTANCE OF AMENDMENT #1, is indicated by completing the acknowledgement block below:

JENNINGS, STROUSS & SALMON
CONTRACTOR/AWARDEE
JOHN C. WEST, MANAGING ATTORNEY
PRINTED NAME AND TITLE
[Signature]
SIGNATURE

JENNINGS, STROUSS & SALMON, 201 E. WASHINGTON ST. 11TH FLOOR, PHOENIX, AZ 85004

Terms: NET 30

Vendor Number: W000002841 X

Telephone Number: 602/262-5911

Fax Number: 602/495-2645

Contact Person: John C. West

E-mail Address: jwest@jsslaw.com

Certificates of Insurance Required

Contract Period: To cover the period ending **June 30, 2011.**

JOHNSTON LAW OFFICES, P.L.C., ONE NORTH 1ST STREET SUITE 250, PHOENIX, AZ 85004

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: YES NO

PRICING SHEET NIGP CODE 9614912

PRICING - COMPONENT A

ITEM DESCRIPTION (FIXED HOURLY RATES)	FIXED HOURLY RATE
1. Fixed hourly rate for Senior Partner	<u>\$300.00</u>
4. Fixed hourly rate for Legal Assistant	<u>\$50.00</u>

SPECIALTY LEGAL SERVICES (PRACTICE AREAS) ARE OFFERED FOR THE FOLLOWING:

- Appellate Practice;
- General Governmental Practice;
- Health Care, Including Public Health and Managed Care;
- Section 1983 Civil Rights Defense;
- Public Contracts and Procurement;

Contractor has agreed to acceptance of Amendment #1, and has provided the following document noting acceptance of the same. Effective date of Amendment #1 is December 23, 2008.

JOHNSTON LAW OFFICES, P.L.C., ONE NORTH 1ST STREET SUITE 250, PHOENIX, AZ 85004

08038 AMENDMENT #1



MARICOPA COUNTY MATERIALS MANAGEMENT

Memo to: Supplemental Specialty Legal Services Providers
From: Stan Fisher, Senior Procurement Officer
Date: December 23, 2008
Re: AMENDMENT #1 CONTRACT 08038-ROQ, SUPPLEMENTAL SPECIALTY LEGAL SERVICES PROVIDERS – COUNTY ATTORNEY

Amendment #1 is issued to distinguish/separate the services provided by any awarded contractor, to the County. Via issuance of Amendment #1, these services shall be clearly defined/distinguished as "Legal Advice Services" and "Litigation Services". "Legal Advice Services" is NOT changed in any manner. "Litigation Services" are incorporated via subject amendment (Attachment B, AGREEMENT FOR LEGAL SERVICES). "Litigation Services" shall be provided at the direction of the County Manager.

The fee/compensation schedule in effect for this contract shall remain constant, regardless of the contractor/awardee elective determination regarding willingness to provide the service incorporated by Amendment #1.

Contractor/Awardee shall sign/acknowledge the provided amendment, if they wish to provide "Litigation Services" to the County, in full agreement/understanding of Amendment #1. Contractor/Awardee shall understand that they are not obligated to provide "Litigation Services". The determination to provide "Litigation Services" is contractor elective. As stated previously, NO changes will be made to subject contract, unless you/your firm acknowledge/sign/agree to the incorporation of "Litigation Services. Firms which agree to provide "Litigation Services" shall provide the appropriate signed acknowledgement documents to:

Maricopa County Materials Management
Stan Fisher, Senior Procurement Officer
320 W. Lincoln Street
Phoenix, AZ 85003

It is important that you understand this "cover letter" and the accompanying AMENDMENT #1, shall be provided (completed/signed), if your firm's elective determination is to provide "Litigation Services" to the County.

IF YOUR FIRM AGREES TO PROVIDE "LIGATION SERVICES" TO THE COUNTY, YOUR RESPONSE SHALL BE RECEIVED AT THE ABOVE NOTED ADDRESS NOT LATER THAN CLOSE OF BUSINESS JANUARY 5, 2009.

IF YOUR FIRM DOES NOT WISH TO PROVIDE "LITIGATION SERVICES" TO THE COUNTY, NO RESPONSE IS REQUIRED

ACKNOWLEDGEMENT/ACCEPTANCE OF AMENDMENT #1, is indicated by completing the acknowledgement block below:

JOHNSTON LAW OFFICES, P.L.C.
CONTRACTOR/AWARDEE

Logan T. Johnston, Managing Member
PRINTED NAME AND TITLE

[Signature]
SIGNATURE

JOHNSTON LAW OFFICES, P.L.C., ONE NORTH 1ST STREET SUITE 250, PHOENIX, AZ 85004

Terms: NET 30

Vendor Number: W000003966 X

Telephone Number: 602/452-0615

Fax Number: 602/716-5997

Contact Person: Logan Johnston

E-mail Address: ltjohnston@qwest.net

Certificates of Insurance Required

Contract Period: To cover the period ending **June 30, 2011.**

JONES, SKELTON & HOCHULI, PLC, 2901 N. CENTRAL AVENUE SUITE 800, PHOENIX, AZ 85012

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: YES NO

PRICING SHEET NIGP CODE 9614912

PRICING - COMPONENT A

ITEM DESCRIPTION (FIXED HOURLY RATES)	FIXED HOURLY RATE	
1. Fixed hourly rate for Senior Partner	<u>\$200.00</u>	7/1/08 - 6/30/09
	<u>\$210.00</u>	7/1/09 - 6/30/10
	<u>\$220.00</u>	7/1/10 - 6/30/11
A. Appellate Attorney	<u>\$210.00</u>	7/1/08 - 6/30/09
	<u>\$220.00</u>	7/1/09 - 6/30/10
	<u>\$230.00</u>	7/1/10 - 6/30/11
2. Fixed hourly rate for Partner and Associate (6+ years)	<u>\$200.00</u>	7/1/08 - 6/30/09
	<u>\$210.00</u>	7/1/09 - 6/30/10
	<u>\$220.00</u>	7/1/10 - 6/30/11
3. Fixed hourly rate for Associate (Less than 6 years)	<u>\$180.00</u>	7/1/08 - 6/30/09
	<u>\$190.00</u>	7/1/09 - 6/30/10
	<u>\$200.00</u>	7/1/10 - 6/30/11
4. Fixed hourly rate for Legal Assistant	<u>\$100.00</u>	7/1/08 - 6/30/09
	<u>\$110.00</u>	7/1/09 - 6/30/10
	<u>\$120.00</u>	7/1/10 - 6/30/11
A. Nurse Paralegal	<u>\$115.00</u>	7/1/08 - 6/30/09
	<u>\$125.00</u>	7/1/09 - 6/30/10
	<u>\$135.00</u>	7/1/10 - 6/30/11

SPECIALTY LEGAL SERVICES (PRACTICE AREAS) ARE OFFERED FOR THE FOLLOWING:

- Labor Law and Employment;
- Section 1983 Civil Rights Defense;
- Road, Building, Design and Construction or Maintenance Liability;
- Tort Liability;
- Environmental Law;
- Medical Malpractice;
- Appellate Practice;
- Legal malpractice;
- Construction Litigation;
- Public Contracts and Procurement;

Contractor has agreed to acceptance of Amendment #1, and has provided the following document noting acceptance of the same. Effective date of Amendment #1 is December 23, 2008.

JONES, SKELTON & HOCHULI, PLC, 2901 N. CENTRAL AVENUE SUITE 800, PHOENIX, AZ 85012

08038 AMENDMENT #1



MARICOPA COUNTY MATERIALS MANAGEMENT

Memo to: Supplemental Specialty Legal Services Providers
From: Stan Fisher, Senior Procurement Officer
Date: December 23, 2008
Re: AMENDMENT #1 CONTRACT 08038-ROQ. SUPPLEMENTAL SPECIALTY LEGAL SERVICES PROVIDERS – COUNTY ATTORNEY

Amendment #1 is issued to distinguish/separate the services provided by any awarded contractor, to the County. Via issuance of Amendment #1, these services shall be clearly defined/distinguished as "Legal Advice Services" and "Litigation Services". "Legal Advice Services" is NOT changed in any manner. "Litigation Services" are incorporated via subject amendment (Attachment B, AGREEMENT FOR LEGAL SERVICES). "Litigation Services" shall be provided at the direction of the County Manager.

The fee/compensation schedule in effect for this contract shall remain constant, regardless of the contractor/awardee elective determination regarding willingness to provide the service incorporated by Amendment #1.

Contractor/Awardee shall sign/acknowledge the provided amendment, if they wish to provide "Litigation Services" to the County, in full agreement/understanding of Amendment #1. Contractor/Awardee shall understand that they are not obligated to provide "Litigation Services". The determination to provide "Litigation Services" is contractor elective. As stated previously, NO changes will be made to subject contract, unless you/your firm acknowledge/sign/agree to the incorporation of "Litigation Services. Firms which agree to provide "Litigation Services" shall provide the appropriate signed acknowledgement documents to:

Maricopa County Materials Management
Stan Fisher, Senior Procurement Officer
320 W. Lincoln Street
Phoenix, AZ 85003

It is important that you understand this "cover letter" and the accompanying AMENDMENT #1, shall be provided (completed/signed), if your firm's elective determination is to provide "Litigation Services" to the County.

IF YOUR FIRM AGREES TO PROVIDE "LITIGATION SERVICES" TO THE COUNTY, YOUR RESPONSE SHALL BE RECEIVED AT THE ABOVE NOTED ADDRESS NOT LATER THAN CLOSE OF BUSINESS JANUARY 5, 2009.

IF YOUR FIRM DOES NOT WISH TO PROVIDE "LITIGATION SERVICES" TO THE COUNTY, NO RESPONSE IS REQUIRED

ACKNOWLEDGEMENT/ACCEPTANCE OF AMENDMENT #1, is indicated by completing the acknowledgement block below:

Jones, Skelton & Hochuli, P.L.C.
CONTRACTOR/AWARDEE

James J. Osborne, General Counsel
PRINTED NAME AND TITLE

James J. Osborne
SIGNATURE

JONES, SKELTON & HOCHULI, PLC, 2901 N. CENTRAL AVENUE SUITE 800, PHOENIX, AZ 85012

Terms: NET 30

Vendor Number: W000003628 X

Telephone Number: 602/263-1700

Fax Number: 602/263-1784

Contact Person: James Osborne

E-mail Address: josborne@jshfirm.com

Certificates of Insurance Required

Contract Period: To cover the period ending **June 30, 2011.**

JORDEN BISCHOFF & HISER, PLC, 7272 E. INDIAN SCHOOL ROAD, SUITE #360, SCOTTSDALE, AZ 85251

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: YES NO

PRICING SHEET NIGP CODE 9614912

PRICING - COMPONENT A

ITEM DESCRIPTION (FIXED HOURLY RATES)	FIXED HOURLY RATE
1. Fixed hourly rate for Senior Partner	<u>\$265.00</u>
2. Fixed hourly rate for Partner	<u>\$265.00</u>
3. Fixed hourly rate for Associate	<u>\$190.00</u>
4. Fixed hourly rate for Legal Assistant	<u>\$110.00</u>

PRICING - COMPONENT B (VOLUME DISCOUNTS)

Percentage discount off hourly rates (Attorney and Legal Assistant(s) proposed in COMPONENT A above based on volume of all work billed over the course of the contract period (initial three (3) years).

1. If a contracted firm (Counsel) bills over \$250,000.00, it agrees to discount hourly rates by 5 % for all Attorneys, and 5 % for Legal Assistants.
2. If a contracted firm (Counsel) bills over \$500,000.00, it agrees to discount hourly rates by 7.5 % for all Attorneys, and 7.5 % for Legal Assistants.
3. If a contracted firm (Counsel) bills over \$750,000.00, it agrees to discount hourly rates by 10 % for all Attorneys, and 10 % for Legal Assistants.

SPECIALTY LEGAL SERVICES (PRACTICE AREAS) ARE OFFERED FOR THE FOLLOWING:

- Environmental Law;
- Clean Water Act regulation and permitting ;
federal and state Superfund and remediation laws, hazardous and solid waste management, asbestos, lead, and PCB regulation;
- Environmental enforcement actions;
- Real Estate and Land Matters;
- Zoning, municipal law;
- Real estate;
- Indian law;
- Environmental natural resources and administrative law;
- Water quality, hazardous materials transportation;

Contractor has not agreed to acceptance of Amendment #1, and is therefore not "bound" by the provisions of that Amendment.

**JORDEN BISCHOFF & HISER, PLC, 7272 E. INDIAN SCHOOL ROAD, SUITE #360, SCOTTSDALE,
AZ 85251**

Terms: NET 30

Vendor Number: W000012360 X

Telephone Number: 480/505-3900

Fax Number: 480/505-3901

Contact Person: Matthew Joy

E-mail Address: Mjoy@jordenbishoff.com

Certificates of Insurance Required

Contract Period: To cover the period ending **June 30, 2011.**

KENT & BECHTEL PLLC, 3101 N. CENTRAL AVEUE, SUITE 1150, PHOENIX, AZ 85012

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: YES NO

PRICING SHEET NIGP CODE 9614912

PRICING - COMPONENT A

ITEM DESCRIPTION (FIXED HOURLY RATES)	FIXED HOURLY RATE
1. Fixed hourly rate for Senior Partner	<u>\$185.00</u>
2. Fixed hourly rate for Partner	<u>\$180.00</u>
3. Fixed hourly rate for Associate	<u>\$130.00</u>
4. Fixed hourly rate for Legal Assistant	<u>\$85.00</u>

PRICING - COMPONENT B (VOLUME DISCOUNTS)

Percentage discount off hourly rates (Attorney and Legal Assistant(s) proposed in COMPONENT A above based on volume of all work billed over the course of the contract period (initial three (3) years).

1. If a contracted firm (Counsel) bills over \$250,000.00, it agrees to discount hourly rates by 7 % for all Attorneys, and % for Legal Assistants.
2. If a contracted firm (Counsel) bills over \$500,000.00, it agrees to discount hourly rates by 7 % for all Attorneys, and % for Legal Assistants.
3. If a contracted firm (Counsel) bills over \$750,000.00, it agrees to discount hourly rates by 10 % for all Attorneys, and % for Legal Assistants.

PRICING - COMPONENT C (ALTERNATIVE COMPENSATION OPTIONS)

1. Applicant/Respondent is encouraged to suggest their own alternative compensation options that it wishes the County to consider (for example, flat rates for certain types of cases or work; monthly retainer arrangements for various work or representations; blended hourly rates; potential "of counsel" arrangements where office space and support might be provided by the County at their facilities for a reduced hourly rate; etc.). Provide alternate compensation option(s) below in clear, concise terms:

Option 1: Respondent agrees to provide a 15% discount for all non litigation matters such as legal advice to risk managers.

Option 2: Respondent will consider a flat rate per case after one year of experience and based on volume,of work awarded.

SPECIALTY LEGAL SERVICES (PRACTICE AREAS) ARE OFFERED FOR THE FOLLOWING:

- Appellate Practice;
- Attorney Conduct and Professionalism;
- Tort Liability;
- Health Care, and Public Health;
- Indigent Representation;
- Medical Malpractice;
- Section 1983 Civil Rights Defense;

KENT & BECHTEL PLLC, 3101 N. CENTRAL AVEUE, SUITE 1150, PHOENIX, AZ 85012

Contractor has not agreed to acceptance of Amendment #1, and is therefore not "bound" by the provisions of that Amendment.

Contractor has agreed to acceptance of Amendment #1, and has provided the following document noting acceptance of the same. Effective date of Amendment #1 is December 23, 2008.

08038 AMENDMENT #1



MARICOPA COUNTY MATERIALS MANAGEMENT

Memo to: Supplemental Specialty Legal Services Providers
From: Stan Fisher, Senior Procurement Officer
Date: December 23, 2008
Re: AMENDMENT #1 CONTRACT 08038-ROQ, SUPPLEMENTAL SPECIALTY LEGAL SERVICES PROVIDERS - COUNTY ATTORNEY

Amendment #1 is issued to distinguish/separate the services provided by any awarded contractor, to the County. Via issuance of Amendment #1, these services shall be clearly defined/distinguished as "Legal Advice Services" and "Litigation Services". "Legal Advice Services" is NOT changed in any manner. "Litigation Services" are incorporated via subject amendment (Attachment B, AGREEMENT FOR LEGAL SERVICES). "Litigation Services" shall be provided at the direction of the County Manager.

The fee/compensation schedule in effect for this contract shall remain constant, regardless of the contractor/awardee elective determination regarding willingness to provide the service incorporated by Amendment #1.

Contractor/Awardee shall sign/acknowledge the provided amendment, if they wish to provide "Litigation Services" to the County, in full agreement/understanding of Amendment #1. Contractor/Awardee shall understand that they are not obligated to provide "Litigation Services". The determination to provide "Litigation Services" is contractor elective. As stated previously, NO changes will be made to subject contract, unless you/your firm acknowledge/sign/agree to the incorporation of "Litigation Services. Firms which agree to provide "Litigation Services" shall provide the appropriate signed acknowledgement documents to:

Maricopa County Materials Management
Stan Fisher, Senior Procurement Officer
320 W. Lincoln Street
Phoenix, AZ 85003

It is important that you understand this "cover letter" and the accompanying AMENDMENT #1, shall be provided (completed/signed), if your firm's elective determination is to provide "Litigation Services" to the County.

IF YOUR FIRM AGREES TO PROVIDE "LIGITATION SERVICES" TO THE COUNTY, YOUR RESPONSE SHALL BE RECEIVED AT THE ABOVE NOTED ADDRESS NOT LATER THAN CLOSE OF BUSINESS JANUARY 5, 2009.

IF YOUR FIRM DOES NOT WISH TO PROVIDE "LITIGATION SERVICES" TO THE COUNTY, NO RESPONSE IS REQUIRED

ACKNOWLEDGEMENT/ACCEPTANCE OF AMENDMENT #1, is indicated by completing the acknowledgement block below:

KENT & BECHTEL PLLC
CONTRACTOR/AWARDEE

KIMBERLY KONT MANAGING MEMBER
PRINTED NAME AND TITLE

[Signature]
SIGNATURE

KENT & BECHTEL PLLC, 3101 N. CENTRAL AVEUE, SUITE 1150, PHOENIX, AZ 85012

Terms: NET 30

Vendor Number: W000012548 X

Telephone Number: 602/264-5600

Fax Number: 602/264-6601

Contact Person: Kimberly Kent

E-mail Address: kkent@kentbechtel.com

Certificates of Insurance Required

Contract Period: To cover the period ending **June 30, 2011.**

BUCKLEY KING LPA, 2020 N. CENTRAL AVENUE, SUITE 1120, PHOENIX, AZ 85226

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: YES NO

PRICING SHEET NIGP CODE 9614912

PRICING - COMPONENT A

ITEM DESCRIPTION (FIXED HOURLY RATES)	FIXED HOURLY RATE
2. Fixed hourly rate for Partner	<u>\$180.00</u>
3. Fixed hourly rate for Associate	<u>\$170.00</u>
4. Fixed hourly rate for Legal Assistant	<u>\$85.00</u>

PRICING - COMPONENT B (VOLUME DISCOUNTS)

Percentage discount off hourly rates (Attorney and Legal Assistant(s) proposed in COMPONENT A above based on volume of all work billed over the course of the contract period (initial three (3) years).

1. If a contracted firm (Counsel) bills over \$250,000.00, it agrees to discount hourly rates by 2.5 % for all Attorneys, and 2.5 % for Legal Assistants.
2. If a contracted firm (Counsel) bills over \$500,000.00, it agrees to discount hourly rates by 4 % for all Attorneys, and 4 % for Legal Assistants.
3. If a contracted firm (Counsel) bills over \$750,000.00, it agrees to discount hourly rates by 6 % for all Attorneys, and 6 % for Legal Assistants.

SPECIALTY LEGAL SERVICES (PRACTICE AREAS) ARE OFFERED FOR THE FOLLOWING:

- Appellate Practice;
- Attorney Conduct And Professionalism;
- Bond And Disclosure Counsel;
- Collections and Bankruptcy;
- Commercial Transactions;
- Construction Litigation;
- Election Law;
- Environmental Law;
- General Governmental Practice;
- Tort Liability;
- Insurance Contracts;
- Intellectual Property;
- Labor Law and Employment;
- Legislative Matters;
- Planning And Zoning;
- Real Estate Transactions;
- Section 1983 Civil Rights Defense;
- Probate Litigation;
- Property Tax Appeals;
- Public Official Liability;
- Road, Building, Design and Construction or Maintenance Liability;
- Contractor/Owner Contracts and Disputes;
- Contract Performance;

BUCKLEY KING LPA, 2020 N. CENTRAL AVENUE, SUITE 1120, PHOENIX, AZ 85226

- Bonding/Warranties;
- Workers Compensation;
- Public Board Liability;

Contractor has agreed to acceptance of Amendment #1, and has provided the following document noting acceptance of the same. Effective date of Amendment #1 is December 23, 2008.

08038 AMENDMENT #1



MARICOPA COUNTY MATERIALS MANAGEMENT

Memo to: Supplemental Specialty Legal Services Providers
 From: Stan Fisher, Senior Procurement Officer
 Date: December 23, 2008
 Re: AMENDMENT #1 CONTRACT 08038-ROQ, SUPPLEMENTAL SPECIALTY LEGAL SERVICES PROVIDERS – COUNTY ATTORNEY

Amendment #1 is issued to distinguish/separate the services provided by any awarded contractor, to the County. Via issuance of Amendment #1, these services shall be clearly defined/distinguished as "Legal Advice Services" and "Litigation Services". "Legal Advice Services" is NOT changed in any manner. "Litigation Services" are incorporated via subject amendment (Attachment B, AGREEMENT FOR LEGAL SERVICES). "Litigation Services" shall be provided at the direction of the County Manager.

The fee/compensation schedule in effect for this contract shall remain constant, regardless of the contractor/awardee elective determination regarding willingness to provide the service incorporated by Amendment #1.

Contractor/Awardee shall sign/acknowledge the provided amendment, if they wish to provide "Litigation Services" to the County, in full agreement/understanding of Amendment #1. Contractor/Awardee shall understand that they are not obligated to provide "Litigation Services". The determination to provide "Litigation Services" is contractor elective. As stated previously, NO changes will be made to subject contract, unless you/your firm acknowledge/sign/agree to the incorporation of "Litigation Services. Firms which agree to provide "Litigation Services" shall provide the appropriate signed acknowledgement documents to:

Maricopa County Materials Management
 Stan Fisher, Senior Procurement Officer
 320 W. Lincoln Street
 Phoenix, AZ 85003

It is important that you understand this "cover letter" and the accompanying AMENDMENT #1, shall be provided (completed/signed), if your firm's elective determination is to provide "Litigation Services" to the County.

IF YOUR FIRM AGREES TO PROVIDE "LIGATION SERVICES" TO THE COUNTY, YOUR RESPONSE SHALL BE RECEIVED AT THE ABOVE NOTED ADDRESS NOT LATER THAN CLOSE OF BUSINESS JANUARY 5, 2009.

IF YOUR FIRM DOES NOT WISH TO PROVIDE "LITIGATION SERVICES" TO THE COUNTY, NO RESPONSE IS REQUIRED

ACKNOWLEDGEMENT/ACCEPTANCE OF AMENDMENT #1, is indicated by completing the acknowledgement block below:

BUCKLEY KING, LPA
 CONTRACTOR/AWARDEE

ROGER W. HALL
 PRINTED NAME AND TITLE

Roger W. Hall 12/31/08
 SIGNATURE

BUCKLEY KING LPA, 2020 N. CENTRAL AVENUE, SUITE 1120, PHOENIX, AZ 85226

Terms: 1% 10 Days Net 30

Vendor Number: W0000012567 X

Telephone Number: 602/325-1962

Fax Number: 602/254-2566

Contact Person: Roger Hall

E-mail Address: rhall@buckleyking.com

Certificates of Insurance Required

Contract Period: To cover the period ending **June 30, 2011.**

KLEIN, LUNDMARK, BARBERICH & LAMONT P.C., 5333 N 7TH STREET, SUITE B-112, PHOENIX, AZ 85014

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: YES NO

PRICING SHEET NIGP CODE 9614912

PRICING - COMPONENT A

ITEM DESCRIPTION (FIXED HOURLY RATES)	FIXED HOURLY RATE
1. Fixed hourly rate for Senior Partner	<u>\$125.00</u>
2. Fixed hourly rate for Partner	<u>\$125.00</u>
3. Fixed hourly rate for Associate	<u>\$100.00</u>
4. Fixed hourly rate for Legal Assistant	<u>\$80.00 for Sr.</u> <u>\$70.00 for Jr.</u>

PRICING - COMPONENT B (VOLUME DISCOUNTS)

Percentage discount off hourly rates (Attorney and Legal Assistant(s) proposed in COMPONENT A above based on volume of all work billed over the course of the contract period (initial three (3) years).

1. If a contracted firm (Counsel) bills over \$250,000.00, it agrees to discount hourly rates by 3 % for all Attorneys, and 3 % for Legal Assistants.
2. If a contracted firm (Counsel) bills over \$500,000.00, it agrees to discount hourly rates by 7 % for all Attorneys, and 7 % for Legal Assistants.
3. If a contracted firm (Counsel) bills over \$750,000.00, it agrees to discount hourly rates by 10 % for all Attorneys, and 10 % for Legal Assistants.

SPECIALTY LEGAL SERVICES (PRACTICE AREAS) ARE OFFERED FOR THE FOLLOWING:

- Worker's compensation law

Contractor has agreed to acceptance of Amendment #1, and has provided the following document noting acceptance of the same. Effective date of Amendment #1 is December 23, 2008.

KLEIN, LUNDMARK, BARBERICH & LAMONT P.C., 5333 N 7TH STREET, SUITE B-112, PHOENIX, AZ 85014

08038 AMENDMENT #1



MARICOPA COUNTY MATERIALS MANAGEMENT

Memo to: Supplemental Specialty Legal Services Providers
From: Stan Fisher, Senior Procurement Officer
Date: December 23, 2008
Re: AMENDMENT #1 CONTRACT 08038-ROQ, SUPPLEMENTAL SPECIALTY LEGAL SERVICES PROVIDERS – COUNTY ATTORNEY

Amendment #1 is issued to distinguish/separate the services provided by any awarded contractor, to the County. Via issuance of Amendment #1, these services shall be clearly defined/distinguished as "Legal Advice Services" and "Litigation Services". "Legal Advice Services" is NOT changed in any manner. "Litigation Services" are incorporated via subject amendment (Attachment B, AGREEMENT FOR LEGAL SERVICES). "Litigation Services" shall be provided at the direction of the County Manager.

The fee/compensation schedule in effect for this contract shall remain constant, regardless of the contractor/awardee elective determination regarding willingness to provide the service incorporated by Amendment #1.

Contractor/Awardee shall sign/acknowledge the provided amendment, if they wish to provide "Litigation Services" to the County, in full agreement/understanding of Amendment #1. Contractor/Awardee shall understand that they are not obligated to provide "Litigation Services". The determination to provide "Litigation Services" is contractor elective. As stated previously, NO changes will be made to subject contract, unless you/your firm acknowledge/sign/agree to the incorporation of "Litigation Services". Firms which agree to provide "Litigation Services" shall provide the appropriate signed acknowledgement documents to:

Maricopa County Materials Management
Stan Fisher, Senior Procurement Officer
320 W. Lincoln Street
Phoenix, AZ 85003

It is important that you understand this "cover letter" and the accompanying AMENDMENT #1, shall be provided (completed/signed), if your firm's elective determination is to provide "Litigation Services" to the County.

IF YOUR FIRM AGREES TO PROVIDE "LITIGATION SERVICES" TO THE COUNTY, YOUR RESPONSE SHALL BE RECEIVED AT THE ABOVE NOTED ADDRESS NOT LATER THAN CLOSE OF BUSINESS JANUARY 5, 2009.

IF YOUR FIRM DOES NOT WISH TO PROVIDE "LITIGATION SERVICES" TO THE COUNTY, NO RESPONSE IS REQUIRED

ACKNOWLEDGEMENT/ACCEPTANCE OF AMENDMENT #1, is indicated by completing the acknowledgement block below:

R. Kent Klein - Klein, Lundmark, Barberich & La Mont, P.C.
CONTRACTOR/AWARDEE

R. Kent Klein partner
PRINTED NAME AND TITLE

R. Kent Klein
SIGNATURE

**KLEIN, LUNDMARK, BARBERICH & LAMONT P.C., 5333 N 7TH STREET, SUITE B-112, PHOENIX,
AZ 85014**

Terms: NET 30

Vendor Number: W000002713 X

Telephone Number: 602/279-9777

Fax Number: 602/279-0925

Contact Person: R. Todd Lundmark

E-mail Address: kpetty6@cox.net

Certificates of Insurance Required

Contract Period: To cover the period ending **June 30, 2011.**

KUTAK ROCK, 8601 N. SCOTTSDALE ROAD, SUITE #300, SCOTTSDALE, AZ 85253

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: YES NO

PRICING SHEET NIGP CODE 9614912

PRICING - COMPONENT A

ITEM DESCRIPTION (FIXED HOURLY RATES)	FIXED HOURLY RATE
1. Fixed hourly rate for Senior Partner	<u>\$250.00</u>
2. Fixed hourly rate for Partner	<u>\$225.00</u>
3. Fixed hourly rate for Associate	<u>\$175.00</u>
4. Fixed hourly rate for Legal Assistant	<u>\$110.00</u>

SPECIALTY LEGAL SERVICES (PRACTICE AREAS) ARE OFFERED FOR THE FOLLOWING:

- Appellate Practice;
- Bond And Disclosure Counsel;
- Collections and Bankruptcy;
- Commercial Transactions;
- Construction Litigation;
- General Governmental Practice;
- Labor Law and Employment;
- Public Contracts and Procurement;
- Public Official Liability;
- Real Estate Transactions;
- Section 1983 Civil Rights Defense;
- Tort Liability;

Contractor has agreed to acceptance of Amendment #1, and has provided the following document noting acceptance of the same. Effective date of Amendment #1 is December 23, 2008.

KUTAK ROCK, 8601 N. SCOTTSDALE ROAD, SUITE #300, SCOTTSDALE, AZ 85253

08038 AMENDMENT #1



MARICOPA COUNTY MATERIALS MANAGEMENT

Memo to: Supplemental Specialty Legal Services Providers
From: Stan Fisher, Senior Procurement Officer
Date: December 23, 2008
Re: AMENDMENT #1 CONTRACT 08038-ROQ, SUPPLEMENTAL SPECIALTY LEGAL SERVICES PROVIDERS – COUNTY ATTORNEY

Amendment #1 is issued to distinguish/separate the services provided by any awarded contractor, to the County. Via issuance of Amendment #1, these services shall be clearly defined/distinguished as "Legal Advice Services" and "Litigation Services". "Legal Advice Services" is NOT changed in any manner. "Litigation Services" are incorporated via subject amendment (Attachment B, AGREEMENT FOR LEGAL SERVICES). "Litigation Services" shall be provided at the direction of the County Manager.

The fee/compensation schedule in effect for this contract shall remain constant, regardless of the contractor/awardee elective determination regarding willingness to provide the service incorporated by Amendment #1.

Contractor/Awardee shall sign/acknowledge the provided amendment, if they wish to provide "Litigation Services" to the County, in full agreement/understanding of Amendment #1. Contractor/Awardee shall understand that they are not obligated to provide "Litigation Services". The determination to provide "Litigation Services" is contractor elective. As stated previously, NO changes will be made to subject contract, unless you/your firm acknowledge/sign/agree to the incorporation of "Litigation Services. Firms which agree to provide "Litigation Services" shall provide the appropriate signed acknowledgement documents to:

Maricopa County Materials Management
Stan Fisher, Senior Procurement Officer
320 W. Lincoln Street
Phoenix, AZ 85003

It is important that you understand this "cover letter" and the accompanying AMENDMENT #1, shall be provided (completed/signed), if your firm's elective determination is to provide "Litigation Services" to the County.

IF YOUR FIRM AGREES TO PROVIDE "LITIGATION SERVICES" TO THE COUNTY, YOUR RESPONSE SHALL BE RECEIVED AT THE ABOVE NOTED ADDRESS NOT LATER THAN CLOSE OF BUSINESS JANUARY 5, 2009.

IF YOUR FIRM DOES NOT WISH TO PROVIDE "LITIGATION SERVICES" TO THE COUNTY, NO RESPONSE IS REQUIRED

ACKNOWLEDGEMENT/ACCEPTANCE OF AMENDMENT #1, is indicated by completing the acknowledgement block below:

Kutak Rock
CONTRACTOR/AWARDEE
Michael W. Silyman, Partner
PRINTED NAME AND TITLE
Michael W. Silyman
SIGNATURE

KUTAK ROCK, 8601 N. SCOTTSDALE ROAD, SUITE #300, SCOTTSDALE, AZ 85253

Terms: NET 30

Vendor Number: W000002699 X

Telephone Number: 480/429-5000

Fax Number: 480/429-5001

Contact Person: Michael Sillyman

E-mail Address: Michael.sillyman@kutakrock.com

Certificates of Insurance Required

Contract Period: To cover the period ending **June 30, 2011.**

PAUL F. LAZARUS P.C., 3636 NORTH CENTRAL AVENUE SUITE 790, PHOENIX, AZ 85012

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: X YES NO

PRICING SHEET NIGP CODE 9614912

PRICING - COMPONENT A

ITEM DESCRIPTION (FIXED HOURLY RATES)	FIXED HOURLY RATE
1. Fixed hourly rate for Senior Partner	<u>\$170.00</u>
4. Fixed hourly rate for Legal Assistant	<u>\$75.00</u>

PRICING - COMPONENT B (VOLUME DISCOUNTS)

Percentage discount off hourly rates (Attorney and Legal Assistant(s) proposed in COMPONENT A above based on volume of all work billed over the course of the contract period (initial three (3) years).

1. If a contracted firm (Counsel) bills over \$250,000.00, it agrees to discount hourly rates by 10 % for all Attorneys, and 10 % for Legal Assistants.
2. If a contracted firm (Counsel) bills over \$500,000.00, it agrees to discount hourly rates by 15 % for all Attorneys, and 15 % for Legal Assistants.
3. If a contracted firm (Counsel) bills over \$750,000.00, it agrees to discount hourly rates by 20 % for all Attorneys, and 20 % for Legal Assistants.

SPECIALTY LEGAL SERVICES (PRACTICE AREAS) ARE OFFERED FOR THE FOLLOWING:

- Appellate Practice;
- Attorney Conduct and Professionalism;
- Tort Liability;
- Insurance Contracts;
- Medical Malpractice;
- Section 1983 Civil Rights Defense;
- Public Official Liability;
- Road Design, Construction or Maintenance Liability.

Contractor has not agreed to acceptance of Amendment #1, and is therefore not "bound" by the provisions of that Amendment.

Terms: NET 30

Vendor Number: W000002480 X

Telephone Number: 602/222-4220

Fax Number: 602/222-4724

Contact Person: Paul Lazarus

E-mail Address: plazall@aol.com

Certificates of Insurance Required

Contract Period: To cover the period ending **June 30, 2011.**

JULIE M. LEMMON, 454 E. SUSAN LANE, TEMPE, AZ 85281

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: YES NO

PRICING SHEET NIGP CODE 9614912

PRICING - COMPONENT A

ITEM DESCRIPTION (FIXED HOURLY RATES)	FIXED HOURLY RATE
1. Fixed hourly rate for Senior Partner	<u>\$175.00</u>
3. Fixed hourly rate for Associate	<u>\$110.00</u>
4. Fixed hourly rate for Legal Assistant	<u>\$60.00</u>

PRICING - COMPONENT C (ALTERNATIVE COMPENSATION OPTIONS)

1. Applicant/Respondent is encouraged to suggest their own alternative compensation options that it wishes the County to consider (for example, flat rates for certain types of cases or work; monthly retainer arrangements for various work or representations; blended hourly rates; potential "of counsel" arrangements where office space and support might be provided by the County at their facilities for a reduced hourly rate; etc.). Provide alternate compensation option(s) below in clear, concise terms:

I propose an hourly rate of \$155 for regulatory review and the drafting of rules or ordinances.

SPECIALTY LEGAL SERVICES (PRACTICE AREAS) ARE OFFERED FOR THE FOLLOWING:

- Environmental Law;
- Flood Control;
- Floodplain Regulation;
- Public Contracts and Procurement;
- Real Estate;
- General Governmental Practice;

Contractor has agreed to acceptance of Amendment #1, and has provided the following document noting acceptance of the same. Effective date of Amendment #1 is December 23, 2008.

JULIE M. LEMMON, 454 E. SUSAN LANE, TEMPE, AZ 85281

08038 AMENDMENT #1



MARICOPA COUNTY MATERIALS MANAGEMENT

Memo to: Supplemental Specialty Legal Services Providers
From: Stan Fisher, Senior Procurement Officer
Date: December 23, 2008
Re: AMENDMENT #1 CONTRACT 08038-ROQ, SUPPLEMENTAL SPECIALTY LEGAL SERVICES PROVIDERS – COUNTY ATTORNEY

Amendment #1 is issued to distinguish/separate the services provided by any awarded contractor, to the County. Via issuance of Amendment #1, these services shall be clearly defined/distinguished as "Legal Advice Services" and "Litigation Services". "Legal Advice Services" is NOT changed in any manner. "Litigation Services" are incorporated via subject amendment (Attachment B, AGREEMENT FOR LEGAL SERVICES). "Litigation Services" shall be provided at the direction of the County Manager.

The fee/compensation schedule in effect for this contract shall remain constant, regardless of the contractor/awardee elective determination regarding willingness to provide the service incorporated by Amendment #1.

Contractor/Awardee shall sign/acknowledge the provided amendment, if they wish to provide "Litigation Services" to the County, in full agreement/understanding of Amendment #1. Contractor/Awardee shall understand that they are not obligated to provide "Litigation Services". The determination to provide "Litigation Services" is contractor elective. As stated previously, NO changes will be made to subject contract, unless you/your firm acknowledge/sign/agree to the incorporation of "Litigation Services". Firms which agree to provide "Litigation Services" shall provide the appropriate signed acknowledgement documents to:

Maricopa County Materials Management
Stan Fisher, Senior Procurement Officer
320 W. Lincoln Street
Phoenix, AZ 85003

It is important that you understand this "cover letter" and the accompanying AMENDMENT #1, shall be provided (completed/signed), if your firm's elective determination is to provide "Litigation Services" to the County.

IF YOUR FIRM AGREES TO PROVIDE "LITIGATION SERVICES" TO THE COUNTY, YOUR RESPONSE SHALL BE RECEIVED AT THE ABOVE NOTED ADDRESS NOT LATER THAN CLOSE OF BUSINESS JANUARY 5, 2009.

IF YOUR FIRM DOES NOT WISH TO PROVIDE "LITIGATION SERVICES" TO THE COUNTY, NO RESPONSE IS REQUIRED

ACKNOWLEDGEMENT/ACCEPTANCE OF AMENDMENT #1, is indicated by completing the acknowledgement block below:

Julie M. Lemmon, Attorney At Law
CONTRACTOR/AWARDEE

Julie M. Lemmon, Principal
PRINTED NAME AND TITLE

Julie M. Lemmon
SIGNATURE

JULIE M. LEMMON, 454 E. SUSAN LANE, TEMPE, AZ 85281

Terms: NET 30

Vendor Number: W000003971 X

Telephone Number: 480/350-9138

Fax Number: 480/350-9069

Contact Person: Julie M. Lemmon

E-mail Address: jmlemmon@worldnet.att.net

Certificates of Insurance Required

Contract Period: To cover the period ending **June 30, 2011.**

LEWIS BRISBOIS BISGAARD SMITH, 2929 N. CENTRAL AVENUE, SUITE #1700, PHOENIX, AZ 85012

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: YES NO

PRICING SHEET NIGP CODE 9614912

PRICING - COMPONENT A

ITEM DESCRIPTION (FIXED HOURLY RATES)	FIXED HOURLY RATE
1. Fixed hourly rate for Senior Partner	<u>\$190.00</u>
2. Fixed hourly rate for Partner	<u>\$185.00</u>
3. Fixed hourly rate for Associate	<u>\$170.00</u>
4. Fixed hourly rate for Legal Assistant	<u>\$75.00</u>

PRICING - COMPONENT B (VOLUME DISCOUNTS)

Percentage discount off hourly rates (Attorney and Legal Assistant(s) proposed in COMPONENT A above based on volume of all work billed over the course of the contract period (initial three (3) years).

1. If a contracted firm (Counsel) bills over \$250,000.00, it agrees to discount hourly rates by 1 % for all Attorneys, and 1.5 % for Legal Assistants.
2. If a contracted firm (Counsel) bills over \$500,000.00, it agrees to discount hourly rates by 2 % for all Attorneys, and 2.5 % for Legal Assistants.
3. If a contracted firm (Counsel) bills over \$750,000.00, it agrees to discount hourly rates by 3 % for all Attorneys, and 3.5 % for Legal Assistants.

PRICING - COMPONENT C (ALTERNATIVE COMPENSATION OPTIONS)

1. Applicant/Respondent is encouraged to suggest their own alternative compensation options that it wishes the County to consider (for example, flat rates for certain types of cases or work; monthly retainer arrangements for various work or representations; blended hourly rates; potential "of counsel" arrangements where office space and support might be provided by the County at their facilities for a reduced hourly rate; etc.). Provide alternate compensation option(s) below in clear, concise terms:

We have considerable experience in both flat fee and other alternative fee arrangements. We have created several models that are being used on a nationwide basis by some of our clients. For instance, we established a framework for categorizing severity levels for litigation matters; databases for case results, fees and costs; and tracking methodologies for calendaring, deductible information and fee payments. We have fashioned programs based on floating retainers, fixed assignments, partial flat fee/hourly rates, portfolio programs, indemnity savings incentives, flat fees based on severity levels and payment schedules based on stages of litigation

SPECIALTY LEGAL SERVICES (PRACTICE AREAS) ARE OFFERED FOR THE FOLLOWING:

- Appellate Practice;
- Attorney Conduct And Professionalism;
- Commercial Transactions;
- Construction Litigation;
- Election Law;
- Environmental Law;
- General Governmental Practice;

**LEWIS BRISBOIS BISGAARD SMITH, 2929 N. CENTRAL AVENUE, SUITE #1700, PHOENIX, AZ
85012**

- Tort Liability;
- Insurance Contracts;
- Labor Law And Employment;
- Medical Malpractice;
- Section 1983 Civil Rights Defense;
- Public Official Liability;
- Road, Building, Design and Construction or Maintenance Liability.

Contractor has agreed to acceptance of Amendment #1, and has provided the following document noting acceptance of the same. Effective date of Amendment #1 is December 23, 2008.

LEWIS BRISBOIS BISGAARD SMITH, 2929 N. CENTRAL AVENUE, SUITE #1700, PHOENIX, AZ 85012

08038 AMENDMENT #1



MARICOPA COUNTY MATERIALS MANAGEMENT

Memo to: Supplemental Specialty Legal Services Providers
From: Stan Fisher, Senior Procurement Officer
Date: December 23, 2008
Re: AMENDMENT #1 CONTRACT 08038-ROQ, SUPPLEMENTAL SPECIALTY LEGAL SERVICES PROVIDERS - COUNTY ATTORNEY

Amendment #1 is issued to distinguish/separate the services provided by any awarded contractor, to the County. Via issuance of Amendment #1, these services shall be clearly defined/distinguished as "Legal Advice Services" and "Litigation Services". "Legal Advice Services" is NOT changed in any manner. "Litigation Services" are incorporated via subject amendment (Attachment B, AGREEMENT FOR LEGAL SERVICES). "Litigation Services" shall be provided at the direction of the County Manager.

The fee/compensation schedule in effect for this contract shall remain constant, regardless of the contractor/awardee elective determination regarding willingness to provide the service incorporated by Amendment #1.

Contractor/Awardee shall sign/acknowledge the provided amendment, if they wish to provide "Litigation Services" to the County, in full agreement/understanding of Amendment #1. Contractor/Awardee shall understand that they are not obligated to provide "Litigation Services". The determination to provide "Litigation Services" is contractor elective. As stated previously, NO changes will be made to subject contract, unless you/your firm acknowledge/sign/agree to the incorporation of "Litigation Services. Firms which agree to provide "Litigation Services" shall provide the appropriate signed acknowledgement documents to:

Maricopa County Materials Management
Stan Fisher, Senior Procurement Officer
320 W. Lincoln Street
Phoenix, AZ 85003

It is important that you understand this "cover letter" and the accompanying AMENDMENT #1, shall be provided (completed/signed), if your firm's elective determination is to provide "Litigation Services" to the County.

IF YOUR FIRM AGREES TO PROVIDE "LITIGATION SERVICES" TO THE COUNTY, YOUR RESPONSE SHALL BE RECEIVED AT THE ABOVE NOTED ADDRESS NOT LATER THAN CLOSE OF BUSINESS JANUARY 5, 2009.

IF YOUR FIRM DOES NOT WISH TO PROVIDE "LITIGATION SERVICES" TO THE COUNTY, NO RESPONSE IS REQUIRED

ACKNOWLEDGEMENT/ACCEPTANCE OF AMENDMENT #1, is indicated by completing the acknowledgement block below:

Lewis Brisbois Bisgaard & Smith
CONTRACTOR/AWARDEE
Sean P. Healy, Partner
PRINTED NAME AND TITLE
Sean P. Healy

LEWIS BRISBOIS BISGAARD SMITH, 2929 N. CENTRAL AVENUE, SUITE #1700, PHOENIX, AZ
85012

Terms: NET 30

Vendor Number: W000002784 X

Telephone Number: 602/385-1040

Fax Number: 602/385-1040

Contact Person: Carl F. Mariano

E-mail Address: mariano@lbbslaw.com

Certificates of Insurance Required

Contract Period: To cover the period ending **June 30, 2011.**

LITTLER MENDELSON, 2425 E. CAMELBACK ROAD SUITE 900, PHOENIX, AZ 85014

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: YES NO

PRICING SHEET NIGP CODE 9614912

PRICING - COMPONENT A

ITEM DESCRIPTION (FIXED HOURLY RATES)	FIXED HOURLY RATE
1. Fixed hourly rate for Senior Partner	<u>\$345.00/hr</u>
2. Fixed hourly rate for Partner	<u>\$310.00/hr</u>
3. Senior Associate	<u>\$280.00/hr</u>
4 Junior Associate	<u>\$250.00/hr</u>
4. Paralegal/Legal Assistant	<u>\$120.00/hr</u>

PRICING - COMPONENT B (VOLUME DISCOUNTS)

Percentage discount off hourly rates (Attorney and Legal Assistant(s) proposed in COMPONENT A above based on volume of all work billed over the course of the contract period (initial three (3) years).

1. If a contracted firm (Counsel) bills over \$250,000.00, it agrees to discount hourly rates by 5 % for all Attorneys, and 5 % for Legal Assistants.
2. If a contracted firm (Counsel) bills over \$500,000.00, it agrees to discount hourly rates by .57 % for all Attorneys, and 7.5 % for Legal Assistants.
3. If a contracted firm (Counsel) bills over \$750,000.00, it agrees to discount hourly rates by 10 % for all Attorneys, and 10 % for Legal Assistants.

SPECIALTY LEGAL SERVICES (PRACTICE AREAS) ARE OFFERED FOR THE FOLLOWING:

- Employment Law;

Contractor has agreed to acceptance of Amendment #1, and has provided the following document noting acceptance of the same. Effective date of Amendment #1 is December 23, 2008.

LITTLER MENDELSON, 2425 E. CAMELBACK ROAD SUITE 900, PHOENIX, AZ 85014

08038 AMENDMENT #1



MARICOPA COUNTY MATERIALS MANAGEMENT

Memo to: Supplemental Specialty Legal Services Providers
From: Stan Fisher, Senior Procurement Officer
Date: December 23, 2008
Re: AMENDMENT #1 CONTRACT 08038-ROQ, SUPPLEMENTAL SPECIALTY LEGAL SERVICES PROVIDERS – COUNTY ATTORNEY

Amendment #1 is issued to distinguish/separate the services provided by any awarded contractor, to the County. Via issuance of Amendment #1, these services shall be clearly defined/distinguished as "Legal Advice Services" and "Litigation Services". "Legal Advice Services" is NOT changed in any manner. "Litigation Services" are incorporated via subject amendment (Attachment B, AGREEMENT FOR LEGAL SERVICES). "Litigation Services" shall be provided at the direction of the County Manager.

The fee/compensation schedule in effect for this contract shall remain constant, regardless of the contractor/awardee elective determination regarding willingness to provide the service incorporated by Amendment #1.

Contractor/Awardee shall sign/acknowledge the provided amendment, if they wish to provide "Litigation Services" to the County, in full agreement/understanding of Amendment #1. Contractor/Awardee shall understand that they are not obligated to provide "Litigation Services". The determination to provide "Litigation Services" is contractor elective. As stated previously, NO changes will be made to subject contract, unless you/your firm acknowledge/sign/agree to the incorporation of "Litigation Services". Firms which agree to provide "Litigation Services" shall provide the appropriate signed acknowledgement documents to:

Maricopa County Materials Management
Stan Fisher, Senior Procurement Officer
320 W. Lincoln Street
Phoenix, AZ 85003

It is important that you understand this "cover letter" and the accompanying AMENDMENT #1, shall be provided (completed/signed), if your firm's elective determination is to provide "Litigation Services" to the County.

IF YOUR FIRM AGREES TO PROVIDE "LITIGATION SERVICES" TO THE COUNTY, YOUR RESPONSE SHALL BE RECEIVED AT THE ABOVE NOTED ADDRESS NOT LATER THAN CLOSE OF BUSINESS JANUARY 5, 2009.

IF YOUR FIRM DOES NOT WISH TO PROVIDE "LITIGATION SERVICES" TO THE COUNTY, NO RESPONSE IS REQUIRED

ACKNOWLEDGEMENT/ACCEPTANCE OF AMENDMENT #1, is indicated by completing the acknowledgement block below:

Littler Mendelson, PC
CONTRACTOR/AWARDEE

Mark Oden, Managing Partner
PRINTED NAME AND TITLE

Mark Oden
SIGNATURE

LITTLER MENDELSON, 2425 E. CAMELBACK ROAD SUITE 900, PHOENIX, AZ 85014

Terms: NET 30

Vendor Number: W000002864 X

Telephone Number: 602/474-3601

Fax Number: 602/957-1801

Contact Person: J. mark Ogden

E-mail Address: jmogden@littler.com

Certificates of Insurance Required

Contract Period: To cover the period ending **June 30, 2011.**

MARISCAL, WEEKS ET AL, 2901 NORTH CENTRAL AVENUE, SUITE 200, PHOENIX, AZ 85012

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: X YES NO

PRICING SHEET NIGP CODE 9614912

PRICING - COMPONENT A

ITEM DESCRIPTION (FIXED HOURLY RATES)	FIXED HOURLY RATE
1. Fixed hourly rate for Senior Partner	<u>\$200.00</u>
3. Fixed hourly rate for Associate	<u>\$135.00</u>
4. Fixed hourly rate for Legal Assistant	<u>\$80.00</u>

PRICING - COMPONENT B (VOLUME DISCOUNTS)

Percentage discount off hourly rates (Attorney and Legal Assistant(s) proposed in COMPONENT A above based on volume of all work billed over the course of the contract period (initial three (3) years).

1. If a contracted firm (Counsel) bills over \$250,000.00, it agrees to discount hourly rates by 5 % for all Attorneys, and 5 % for Legal Assistants.
2. If a contracted firm (Counsel) bills over \$500,000.00, it agrees to discount hourly rates by 5 % for all Attorneys, and 5 % for Legal Assistants.

SPECIALTY LEGAL SERVICES (PRACTICE AREAS) ARE OFFERED FOR THE FOLLOWING:

- Labor Law And Employment;
- Planning And Zoning;
- Condemnation and Land Use;
- Real Estate;
- Insurance and Escrow Litigation;
- Tort Liability;
- Insurance defense and Professional liability;
- White collar;
- Crime/criminal defense.

Contractor has not agreed to acceptance of Amendment #1, and is therefore not "bound" by the provisions of that Amendment.

Terms: 2% 10 Days Net 30

Vendor Number: W000002930 X

Telephone Number: 602/285-5000

Fax Number: 602/285-51000

Contact Person: Gary L. Birnbaum

E-mail Address: gary.birnbaum@mwmf.com

Certificates of Insurance Required

Contract Period: To cover the period ending **June 30, 2011.**

MILLERKRAMER PLLC, 842 NORTH 2ND AVENUE, PHOENIX, AZ 85003

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: YES NO

PRICING SHEET NIGP CODE 9614912

PRICING - C COMPONENT A

ITEM DESCRIPTION (FIXED HOURLY RATES)	FIXED HOURLY RATE
1. Fixed hourly rate for Senior Partner	<u>\$225.00</u>
2. Fixed hourly rate for Partner	<u>\$200.00</u>
3. Fixed hourly rate for Associate	<u>\$150.00</u>
4. Fixed hourly rate for Legal Assistant	<u>\$100.00</u>

PRICING - COMPONENT B (VOLUME DISCOUNTS)

Percentage discount off hourly rates (Attorney and Legal Assistant(s) proposed in COMPONENT A above based on volume of all work billed over the course of the contract period (initial three (3) years).

1. If a contracted firm (Counsel) bills over \$250,000.00, it agrees to discount hourly rates by 5 % for all Attorneys, and 5 % for Legal Assistants.
2. If a contracted firm (Counsel) bills over \$500,000.00, it agrees to discount hourly rates by 7.5 % for all Attorneys, and 7.5 % for Legal Assistants.
3. If a contracted firm (Counsel) bills over \$750,000.00, it agrees to discount hourly rates by 10 % for all Attorneys, and 10 % for Legal Assistants.

SPECIALTY LEGAL SERVICES (PRACTICE AREAS) ARE OFFERED FOR THE FOLLOWING:

- Eminent Domain and Relocation

Contractor has agreed to acceptance of Amendment #1, and has provided the following document noting acceptance of the same. Effective date of Amendment #1 is December 23, 2008.

MILLERKRAMER PLLC, 842 NORTH 2ND AVENUE, PHOENIX, AZ 85003

08038 AMENDMENT #1



MARICOPA COUNTY MATERIALS MANAGEMENT

Memo to: Supplemental Specialty Legal Services Providers
From: Stan Fisher, Senior Procurement Officer
Date: December 23, 2008
Re: AMENDMENT #1 CONTRACT 08038-ROQ, SUPPLEMENTAL SPECIALTY LEGAL SERVICES PROVIDERS – COUNTY ATTORNEY

Amendment #1 is issued to distinguish/separate the services provided by any awarded contractor, to the County. Via issuance of Amendment #1, these services shall be clearly defined/distinguished as "Legal Advice Services" and "Litigation Services". "Legal Advice Services" is NOT changed in any manner. "Litigation Services" are incorporated via subject amendment (Attachment B, AGREEMENT FOR LEGAL SERVICES). "Litigation Services" shall be provided at the direction of the County Manager.

The fee/compensation schedule in effect for this contract shall remain constant, regardless of the contractor/awardee elective determination regarding willingness to provide the service incorporated by Amendment #1.

Contractor/Awardee shall sign/acknowledge the provided amendment, if they wish to provide "Litigation Services" to the County, in full agreement/understanding of Amendment #1. Contractor/Awardee shall understand that they are not obligated to provide "Litigation Services". The determination to provide "Litigation Services" is contractor elective. As stated previously, NO changes will be made to subject contract, unless you/your firm acknowledge/sign/agree to the incorporation of "Litigation Services. Firms which agree to provide "Litigation Services" shall provide the appropriate signed acknowledgement documents to:

Maricopa County Materials Management
Stan Fisher, Senior Procurement Officer
320 W. Lincoln Street
Phoenix, AZ 85003

It is important that you understand this "cover letter" and the accompanying AMENDMENT #1, shall be provided (completed/signed), if your firm's elective determination is to provide "Litigation Services" to the County.

IF YOUR FIRM AGREES TO PROVIDE "LIGATION SERVICES" TO THE COUNTY, YOUR RESPONSE SHALL BE RECEIVED AT THE ABOVE NOTED ADDRESS NOT LATER THAN CLOSE OF BUSINESS JANUARY 5, 2009.

IF YOUR FIRM DOES NOT WISH TO PROVIDE "LITIGATION SERVICES" TO THE COUNTY, NO RESPONSE IS REQUIRED

ACKNOWLEDGEMENT/ACCEPTANCE OF AMENDMENT #1, is indicated by completing the acknowledgement block below:

MillerKramer pllc
CONTRACTOR/AWARDEE

Diane M. Miller, managing member
PRINTED NAME AND TITLE

Diane M. Miller
SIGNATURE

MILLERKRAMER PLLC, 842 NORTH 2ND AVENUE, PHOENIX, AZ 85003

Terms: 1% 10 Days Net 30

Vendor Number: W000012557 X

Telephone Number: 602/354-5251

Fax Number: 602/354-5265

Contact Person: Diane M. Miller

E-mail Address: dm@millerkramer.com

Certificates of Insurance Required

Contract Period: To cover the period ending **June 30, 2011.**

O'CONNOR & CAMPBELL P.C., 3838 NORTH CENTRAL AVENUE, SUITE 1800, PHOENIX, AZ 85012

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: YES NO

PRICING SHEET NIGP CODE 9614912

PRICING - COMPONENT A

ITEM DESCRIPTION (FIXED HOURLY RATES)	FIXED HOURLY RATE
1. Fixed hourly rate for Senior Partner	<u>\$170.00</u>
2. Fixed hourly rate for Partner	<u>\$170.00</u>
3. Fixed hourly rate for Associate	<u>\$170.00</u>
4. Fixed hourly rate for Legal Assistant	<u>\$100.00</u>

SPECIALTY LEGAL SERVICES (PRACTICE AREAS) ARE OFFERED FOR THE FOLLOWING:

- Appellate Practice;
- Construction Litigation;
- Tort Liability;
- Commercial Transactions;
- Insurance Contracts;
- Section 1983 Civil Rights Defense;
- Public Contracts And Procurement;
- Public Official Liability;
- Road, Building, Design and Construction or Maintenance Liability;
- Property Tax Appeals, Tax Lien Sales And Foreclosures.

Contractor has agreed to acceptance of Amendment #1, and has provided the following document noting acceptance of the same. Effective date of Amendment #1 is December 23, 2008.

O'CONNOR & CAMPBELL P.C., 3838 NORTH CENTRAL AVENUE, SUITE 1800, PHOENIX, AZ 85012

08038 AMENDMENT #1



MARICOPA COUNTY MATERIALS MANAGEMENT

Memo to: Supplemental Specialty Legal Services Providers
From: Stan Fisher, Senior Procurement Officer
Date: December 23, 2008
Re: AMENDMENT #1 CONTRACT 08038-ROQ, SUPPLEMENTAL SPECIALTY LEGAL SERVICES PROVIDERS - COUNTY ATTORNEY

Amendment #1 is issued to distinguish/separate the services provided by any awarded contractor, to the County. Via issuance of Amendment #1, these services shall be clearly defined/distinguished as "Legal Advice Services" and "Litigation Services". "Legal Advice Services" is NOT changed in any manner. "Litigation Services" are incorporated via subject amendment (Attachment B, AGREEMENT FOR LEGAL SERVICES). "Litigation Services" shall be provided at the direction of the County Manager.

The fee/compensation schedule in effect for this contract shall remain constant, regardless of the contractor/awardee elective determination regarding willingness to provide the service incorporated by Amendment #1.

Contractor/Awardee shall sign/acknowledge the provided amendment, if they wish to provide "Litigation Services" to the County, in full agreement/understanding of Amendment #1. Contractor/Awardee shall understand that they are not obligated to provide "Litigation Services". The determination to provide "Litigation Services" is contractor elective. As stated previously, NO changes will be made to subject contract, unless you/your firm acknowledge/sign/agree to the incorporation of "Litigation Services". Firms which agree to provide "Litigation Services" shall provide the appropriate signed acknowledgement documents to:

Maricopa County Materials Management
Stan Fisher, Senior Procurement Officer
320 W. Lincoln Street
Phoenix, AZ 85003

It is important that you understand this "cover letter" and the accompanying AMENDMENT #1, shall be provided (completed/signed), if your firm's elective determination is to provide "Litigation Services" to the County.

IF YOUR FIRM AGREES TO PROVIDE "LITIGATION SERVICES" TO THE COUNTY, YOUR RESPONSE SHALL BE RECEIVED AT THE ABOVE NOTED ADDRESS NOT LATER THAN CLOSE OF BUSINESS JANUARY 5, 2009.

IF YOUR FIRM DOES NOT WISH TO PROVIDE "LITIGATION SERVICES" TO THE COUNTY, NO RESPONSE IS REQUIRED

ACKNOWLEDGEMENT/ACCEPTANCE OF AMENDMENT #1, is indicated by completing the acknowledgement block below:

_____, Pres. - O'Connor & Campbell, P.C.
CONTRACTOR/AWARDEE

Daniel J. O'Connor, President
PRINTED NAME AND TITLE

_____, President
SIGNATURE

**O'CONNOR & CAMPBELL P.C., 3838 NORTH CENTRAL AVENUE, SUITE 1800, PHOENIX, AZ
85012**

Terms: NET 30

Vendor Number: W000012464 X

Telephone Number: 602/241-7000

Fax Number: 602/241-7039

Contact Person: Deryck Lavelle

E-mail Address: Deryck.Lavelle@occlaw.com

Certificates of Insurance Required

Contract Period: To cover the period ending **June 30, 2011.**

OGLETREE DEAKINS NASH SMOAK ST, 2415 E. CAMELBACK ROAD, SUITE #800, PHOENIX, AZ 85016

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: YES NO

PRICING SHEET NIGP CODE 9614912

PRICING - COMPONENT A

ITEM DESCRIPTION (FIXED HOURLY RATES)	FIXED HOURLY RATE
1. Fixed hourly rate for Senior Partner	<u>\$275.00</u>
2. Fixed hourly rate for Partner	<u>\$275.00</u>
3. Fixed hourly rate for Associate	<u>\$275.00</u>
4. Fixed hourly rate for Legal Assistant	<u>\$150.00</u>

PRICING - COMPONENT C (ALTERNATIVE COMPENSATION OPTIONS)

Option Two – Reduced Rates Plus Volume Discount

As a specialty firm, our rates are finely-tuned to the market for labor and employment law, and are not affected by factors that may exist in general practice firms. We can also create an arrangement whereby we will not charge for the cost of computerized research, telephone calls, regular photocopies, faxes, postage and overnight deliveries.

Option Three – Tiered Discounts Based on Volume

As another option, we propose an arrangement whereby Maricopa County would earn discounts based on the volume of work sent to the Firm. This arrangement would include a standard discounted rate plus additional “tiers” based on work volume.

Option Four - Case Specific Flat Fees. As an experienced labor and employment specialty firm, we offer many clients a flat fee for each single plaintiff employment lawsuit or arbitration.

Option Five - Flat Rate Through Summary Judgment. As an alternative, we have arrangements with many clients providing a fixed fee through summary judgment for each single plaintiff lawsuit and arbitration matter. The fixed fee covers work through summary judgment.

SPECIALTY LEGAL SERVICES (PRACTICE AREAS) ARE OFFERED FOR THE FOLLOWING:

- Labor & Employment;
- Employee Benefits and Executive Compensation;
- Traditional Labor Practice;
- Immigration;

Contractor has not agreed to acceptance of Amendment #1, and is therefore not “bound” by the provisions of that Amendment.

**OGLETREE DEAKINS NASH SMOAK ST, 2415 E. CAMELBACK ROAD, SUITE #800, PHOENIX, AZ
85016**

Terms: NET 30

Vendor Number: W000004037 X

Telephone Number: 602/778-3700

Fax Number: 602/778-3750

Contact Person: Joseph T. Clees

E-mail Address: joe.clees@ogletreedeakins.com

Certificates of Insurance Required

Contract Period: To cover the period ending **June 30, 2011.**

OLSON, JANTSCH & BAKKER P.A., 7243 NORTH 16TH STREET, PHOENIX, AZ 85020

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: YES NO

PRICING SHEET NIGP CODE 9614912

PRICING - COMPONENT A

ITEM DESCRIPTION (FIXED HOURLY RATES)	FIXED HOURLY RATE
1. Fixed hourly rate for Senior Partner	<u>\$195.00</u>
2. Fixed hourly rate for Partner	<u>\$185.00</u>
3. Fixed hourly rate for Associate	<u>\$165.00</u>
4. Fixed hourly rate for Legal Assistant	<u>\$100.00</u>

SPECIALTY LEGAL SERVICES (PRACTICE AREAS) ARE OFFERED FOR THE FOLLOWING:

- Medical Malpractice Defense;
- Section 1983 Civil Rights Defense;

Contractor has agreed to acceptance of Amendment #1, and has provided the following document noting acceptance of the same. Effective date of Amendment #1 is December 23, 2008.

OLSON, JANTSCH & BAKKER P.A., 7243 NORTH 16TH STREET, PHOENIX, AZ 85020

08038 AMENDMENT #1



MARICOPA COUNTY MATERIALS MANAGEMENT

Memo to: Supplemental Specialty Legal Services Providers
From: Stan Fisher, Senior Procurement Officer
Date: December 23, 2008
Re: AMENDMENT #1 CONTRACT 08038-ROQ, SUPPLEMENTAL SPECIALTY LEGAL SERVICES PROVIDERS – COUNTY ATTORNEY

Amendment #1 is issued to distinguish/separate the services provided by any awarded contractor, to the County. Via issuance of Amendment #1, these services shall be clearly defined/distinguished as "Legal Advice Services" and "Litigation Services". "Legal Advice Services" is NOT changed in any manner. "Litigation Services" are incorporated via subject amendment (Attachment B, AGREEMENT FOR LEGAL SERVICES). "Litigation Services" shall be provided at the direction of the County Manager.

The fee/compensation schedule in effect for this contract shall remain constant, regardless of the contractor/awardee elective determination regarding willingness to provide the service incorporated by Amendment #1.

Contractor/Awardee shall sign/acknowledge the provided amendment, if they wish to provide "Litigation Services" to the County, in full agreement/understanding of Amendment #1. Contractor/Awardee shall understand that they are not obligated to provide "Litigation Services". The determination to provide "Litigation Services" is contractor elective. As stated previously, NO changes will be made to subject contract, unless you/your firm acknowledge/sign/agree to the incorporation of "Litigation Services. Firms which agree to provide "Litigation Services" shall provide the appropriate signed acknowledgement documents to:

Maricopa County Materials Management
Stan Fisher, Senior Procurement Officer
320 W. Lincoln Street
Phoenix, AZ 85003

It is important that you understand this "cover letter" and the accompanying AMENDMENT #1, shall be provided (completed/signed), if your firm's elective determination is to provide "Litigation Services" to the County.

IF YOUR FIRM AGREES TO PROVIDE "LITIGATION SERVICES" TO THE COUNTY, YOUR RESPONSE SHALL BE RECEIVED AT THE ABOVE NOTED ADDRESS NOT LATER THAN CLOSE OF BUSINESS JANUARY 5, 2009.

IF YOUR FIRM DOES NOT WISH TO PROVIDE "LITIGATION SERVICES" TO THE COUNTY, NO RESPONSE IS REQUIRED

ACKNOWLEDGEMENT/ACCEPTANCE OF AMENDMENT #1, is indicated by completing the acknowledgement block below:

OLSON, JANTSCH & BAKKER, P.A.
CONTRACTOR/AWARDEE

DANIEL P. JANTSCH, PRESIDENT
PRINTED NAME AND TITLE

Daniel P. Jantsch
SIGNATURE

OLSON, JANTSCH & BAKKER P.A., 7243 NORTH 16TH STREET, PHOENIX, AZ 85020

Terms: NET 60

Vendor Number: W000002692 X

Telephone Number: 602/861-2705

Fax Number: 602/371-1710

Contact Person: Daniel P. Jantsch

E-mail Address: dpi@ojbb.com

Certificates of Insurance Required

Contract Period: To cover the period ending **June 30, 2011.**

POLI & BALL PLC, 2999 N. 44TH STREET SUITE #500, PHOENIX, AZ 85016

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: X YES NO

PRICING SHEET NIGP CODE 9614912

PRICING - COMPONENT A

ITEM DESCRIPTION (FIXED HOURLY RATES)	FIXED HOURLY RATE
1. Fixed hourly rate for Senior Partner	<u> \$250.00 </u>
2. Fixed hourly rate for Partner	<u> \$250.0 </u>
3. Fixed hourly rate for Associate	<u> \$160.00 </u>
4. Fixed hourly rate for Legal Assistant	<u> \$70.00 </u>

PRICING - COMPONENT B (VOLUME DISCOUNTS)

Percentage discount off hourly rates (Attorney and Legal Assistant(s) proposed in COMPONENT A above based on volume of all work billed over the course of the contract period (initial three (3) years).

1. If a contracted firm (Counsel) bills over \$250,000.00, it agrees to discount hourly rates by 3 % for all Attorneys, and 3 % for Legal Assistants.
2. If a contracted firm (Counsel) bills over \$500,000.00, it agrees to discount hourly rates by 5 % for all Attorneys, and 5 % for Legal Assistants.
3. If a contracted firm (Counsel) bills over \$750,000.00, it agrees to discount hourly rates by 10 % for all Attorneys, and 10 % for Legal Assistants.

PRICING - COMPONENT C (ALTERNATIVE COMPENSATION OPTIONS)

1. Applicant/Respondent is encouraged to suggest their own alternative compensation options that it wishes the County to consider (for example, flat rates for certain types of cases or work; monthly retainer arrangements for various work or representations; blended hourly rates; potential "of counsel" arrangements where office space and support might be provided by the County at their facilities for a reduced hourly rate; etc.). Provide alternate compensation option(s) below in clear, concise terms:

In addition to the flat fees and contingent fees proposed in Poli & Ball's letter of interest, the firm is open to discussing a flat fee, hybrid reduced hourly rate/contingency fee agreements and straight contingent fee arrangements on a case-by-case basis.

POLI & BALL PLC, 2999 N. 44TH STREET SUITE #500, PHOENIX, AZ 85016

SPECIALTY LEGAL SERVICES (PRACTICE AREAS) ARE OFFERED FOR THE FOLLOWING:

- Appellate Practice;
- Attorney Conduct and Professionalism (but excluding Bar discipline matters due to Mr. Messing's current service on the Disciplinary Commission);
- Collection and bankruptcy;
- Eminent Domain and Relocation;
- Public Records;
- Real Estate Transactions;
- Probate Litigation;
- Bid Protests;

Contractor has agreed to acceptance of Amendment #1, and has provided the following document noting acceptance of the same. Effective date of Amendment #1 is December 23, 2008.

POLI & BALL PLC, 2999 N. 44TH STREET SUITE #500, PHOENIX, AZ 85016

08038 AMENDMENT #1



MARICOPA COUNTY MATERIALS MANAGEMENT

Memo to: Supplemental Specialty Legal Services Providers
From: Stan Fisher, Senior Procurement Officer
Date: December 23, 2008
Re: AMENDMENT #1 CONTRACT 08038-ROQ, SUPPLEMENTAL SPECIALTY LEGAL SERVICES PROVIDERS – COUNTY ATTORNEY

Amendment #1 is issued to distinguish/separate the services provided by any awarded contractor, to the County. Via issuance of Amendment #1, these services shall be clearly defined/distinguished as "Legal Advice Services" and "Litigation Services". "Legal Advice Services" is NOT changed in any manner. "Litigation Services" are incorporated via subject amendment (Attachment B, AGREEMENT FOR LEGAL SERVICES). "Litigation Services" shall be provided at the direction of the County Manager.

The fee/compensation schedule in effect for this contract shall remain constant, regardless of the contractor/awardee elective determination regarding willingness to provide the service incorporated by Amendment #1.

Contractor/Awardee shall sign/acknowledge the provided amendment, if they wish to provide "Litigation Services" to the County, in full agreement/understanding of Amendment #1. Contractor/Awardee shall understand that they are not obligated to provide "Litigation Services". The determination to provide "Litigation Services" is contractor elective. As stated previously, NO changes will be made to subject contract, unless you/your firm acknowledge/sign/agree to the incorporation of "Litigation Services. Firms which agree to provide "Litigation Services" shall provide the appropriate signed acknowledgement documents to:

Maricopa County Materials Management
Stan Fisher, Senior Procurement Officer
320 W. Lincoln Street
Phoenix, AZ 85003

It is important that you understand this "cover letter" and the accompanying AMENDMENT #1, shall be provided (completed/signed), if your firm's elective determination is to provide "Litigation Services" to the County.

IF YOUR FIRM AGREES TO PROVIDE "LITIGATION SERVICES" TO THE COUNTY, YOUR RESPONSE SHALL BE RECEIVED AT THE ABOVE NOTED ADDRESS NOT LATER THAN CLOSE OF BUSINESS JANUARY 5, 2009.

IF YOUR FIRM DOES NOT WISH TO PROVIDE "LITIGATION SERVICES" TO THE COUNTY, NO RESPONSE IS REQUIRED

ACKNOWLEDGEMENT/ACCEPTANCE OF AMENDMENT #1, is indicated by completing the acknowledgement block below:

Poli & Ball PLC
CONTRACTOR/AWARDEE

Jeffrey Messing
PRINTED NAME AND TITLE

[Signature]
SIGNATURE

POLI & BALL PLC, 2999 N. 44TH STREET SUITE #500, PHOENIX, AZ 85016

Terms: NET 30

Vendor Number: W000012552 X

Telephone Number: 602/840-1400

Fax Number: 602/840-4411

Contact Person: Jeffrey Messing

E-mail Address: messing@poliball.com

Certificates of Insurance Required

Contract Period: To cover the period ending **June 30, 2011.**

RENAUD COOK DRURY MESAROS, PA, ONE NORTH CENTRAL AVENUE SUITE #900, PHOENIX, AZ 85004

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: YES NO

PRICING SHEET NIGP CODE 9614912

PRICING - COMPONENT A

ITEM DESCRIPTION (FIXED HOURLY RATES)	FIXED HOURLY RATE
1. Fixed hourly rate for Senior Partner	<u>\$250.00</u>
2. Fixed hourly rate for Partner	<u>\$225.00</u>
3. Fixed hourly rate for Associate	<u>\$195.00</u>
4. Fixed hourly rate for Legal Assistant	<u>\$115.00</u>

PRICING - COMPONENT C (ALTERNATIVE COMPENSATION OPTIONS)

1. Applicant/Respondent is encouraged to suggest their own alternative compensation options that it wishes the County to consider (for example, flat rates for certain types of cases or work; monthly retainer arrangements for various work or representations; blended hourly rates; potential "of counsel" arrangements where office space and support might be provided by the County at their facilities for a reduced hourly rate; etc.). Provide alternate compensation option(s) below in clear, concise terms:

1. If a contracted firm (Counsel) bills over \$500,000.00 in a single contract year, it agrees to discount hourly rates by 2.5 % for all Attorneys and Legal Assistants.

2. If a contracted firm (Counsel) bills over \$750,000.00 in a single contract year, it agrees to discount hourly rates by 5 % for all Attorneys and Legal Assistants.

SPECIALTY LEGAL SERVICES (PRACTICE AREAS) ARE OFFERED FOR THE FOLLOWING:

- Medical Malpractice;
- Tort Liability;
- Section 1983 Civil Rights Defense;
- Labor and Employment;
- Insurance Contracts;
- Construction Litigation;
- Eminent Domain;
- Road, Building, Design and Construction or Maintenance Liability;
- Appellate Practice;

Contractor has agreed to acceptance of Amendment #1, and has provided the following document noting acceptance of the same. Effective date of Amendment #1 is December 23, 2008.

RENAUD COOK DRURY MESAROS, PA, ONE NORTH CENTRAL AVENUE SUITE #900, PHOENIX, AZ 85004

08038 AMENDMENT #1



MARICOPA COUNTY MATERIALS MANAGEMENT

Memo to: Supplemental Specialty Legal Services Providers
From: Stan Fisher, Senior Procurement Officer
Date: December 23, 2008
Re: AMENDMENT #1 CONTRACT 08038-ROQ. SUPPLEMENTAL SPECIALTY LEGAL SERVICES PROVIDERS – COUNTY ATTORNEY

Amendment #1 is issued to distinguish/separate the services provided by any awarded contractor, to the County. Via issuance of Amendment #1, these services shall be clearly defined/distinguished as "Legal Advice Services" and "Litigation Services". "Legal Advice Services" is NOT changed in any manner. "Litigation Services" are incorporated via subject amendment (Attachment B, AGREEMENT FOR LEGAL SERVICES). "Litigation Services" shall be provided at the direction of the County Manager.

The fee/compensation schedule in effect for this contract shall remain constant, regardless of the contractor/awardee elective determination regarding willingness to provide the service incorporated by Amendment #1.

Contractor/Awardee shall sign/acknowledge the provided amendment, if they wish to provide "Litigation Services" to the County, in full agreement/understanding of Amendment #1. Contractor/Awardee shall understand that they are not obligated to provide "Litigation Services". The determination to provide "Litigation Services" is contractor elective. As stated previously, NO changes will be made to subject contract, unless you/your firm acknowledge/sign/agree to the incorporation of "Litigation Services. Firms which agree to provide "Litigation Services" shall provide the appropriate signed acknowledgement documents to:

Maricopa County Materials Management
Stan Fisher, Senior Procurement Officer
320 W. Lincoln Street
Phoenix, AZ 85003

It is important that you understand this "cover letter" and the accompanying AMENDMENT #1, shall be provided (completed/signed), if your firm's elective determination is to provide "Litigation Services" to the County.

IF YOUR FIRM AGREES TO PROVIDE "LITIGATION SERVICES" TO THE COUNTY, YOUR RESPONSE SHALL BE RECEIVED AT THE ABOVE NOTED ADDRESS NOT LATER THAN CLOSE OF BUSINESS JANUARY 5, 2009.

IF YOUR FIRM DOES NOT WISH TO PROVIDE "LITIGATION SERVICES" TO THE COUNTY, NO RESPONSE IS REQUIRED

ACKNOWLEDGEMENT/ACCEPTANCE OF AMENDMENT #1, is indicated by completing the acknowledgement block below:

Renaud Cook Drury Mesaros, P.A.
CONTRACTOR/AWARDEE

Steven G. Mesaros President
PRINTED NAME AND TITLE

[Handwritten Signature]
SIGNATURE

**RENAUD COOK DRURY MESAROS, PA, ONE NORTH CENTRAL AVENUE SUITE #900, PHOENIX,
AZ 85004**

Terms: 2% 30 Days Net 31

Vendor Number: W000011604 X

Telephone Number: 602/307-9900

Fax Number: 602/307-5853

Contact Person: Steven G. Mesaros

E-mail Address: smesaros@rcdmlaw.com

Certificates of Insurance Required

Contract Period: To cover the period ending **June 30, 2011.**

RICHARDS LAW OFFICE P.C., 1515 E. MISSOURI SUITE 201, PHOENIX, AZ 85014

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: YES NO

PRICING SHEET NIGP CODE 9614912

PRICING - COMPONENT A

ITEM DESCRIPTION (FIXED HOURLY RATES)	FIXED HOURLY RATE
1. Fixed hourly rate for Senior Partner	<u>\$185.00</u>
2. Fixed hourly rate for Partner	<u>\$170.00</u>
3. Fixed hourly rate for Associate	<u>\$155.00</u>
4. Fixed hourly rate for Legal Assistant	<u>\$85.00</u>

PRICING - COMPONENT B (VOLUME DISCOUNTS)

Percentage discount off hourly rates (Attorney and Legal Assistant(s) proposed in COMPONENT A above based on volume of all work billed over the course of the contract period (initial three (3) years).

1. If a contracted firm (Counsel) bills over \$250,000.00, it agrees to discount hourly rates by 10 % for all Attorneys, and 5 % for Legal Assistants.
2. If a contracted firm (Counsel) bills over \$500,000.00, it agrees to discount hourly rates by 15 % for all Attorneys, and 10 % for Legal Assistants.
3. If a contracted firm (Counsel) bills over \$750,000.00, it agrees to discount hourly rates by 20 % for all Attorneys, and 15 % for Legal Assistants.

SPECIALTY LEGAL SERVICES (PRACTICE AREAS) ARE OFFERED FOR THE FOLLOWING:

- Appellate Practice;
- Attorney Conduct and Professionalism;
- Tort Liability;
- Insurance Contracts;
- Public Health and Employee Benefit Coverage Issues;
- Section 1983 Civil Rights Defense;
- Probate Litigation;
- Public Official Liability;
- Road, Building, Design and Construction or Maintenance Liability.

Contractor has agreed to acceptance of Amendment #1, and has provided the following document noting acceptance of the same. Effective date of Amendment #1 is December 23, 2008.

RICHARDS LAW OFFICE P.C., 1515 E. MISSOURI SUITE 201, PHOENIX, AZ 85014

08038 AMENDMENT #1



MARICOPA COUNTY MATERIALS MANAGEMENT

Memo to: Supplemental Specialty Legal Services Providers
From: Stan Fisher, Senior Procurement Officer
Date: December 23, 2008
Re: AMENDMENT #1 CONTRACT 08038-ROQ, SUPPLEMENTAL SPECIALTY LEGAL SERVICES PROVIDERS – COUNTY ATTORNEY

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The fee/compensation schedule in effect for this contract shall remain constant, regardless of the contractor/awardee elective determination regarding willingness to provide the service incorporated by Amendment #1.

Contractor/Awardee shall sign/acknowledge the provided amendment, if they wish to provide "Litigation Services" to the County, in full agreement/understanding of Amendment #1. Contractor/Awardee shall understand that they are not obligated to provide "Litigation Services". The determination to provide "Litigation Services" is contractor elective. As stated previously, NO changes will be made to subject contract, unless you/your firm acknowledge/sign/agree to the incorporation of "Litigation Services. Firms which agree to provide "Litigation Services" shall provide the appropriate signed acknowledgement documents to:

Maricopa County Materials Management
Stan Fisher, Senior Procurement Officer
320 W. Lincoln Street
Phoenix, AZ 85003

It is important that you understand this "cover letter" and the accompanying AMENDMENT #1, shall be provided (completed/signed), if your firm's elective determination is to provide "Litigation Services" to the County.

IF YOUR FIRM AGREES TO PROVIDE "LITIGATION SERVICES" TO THE COUNTY, YOUR RESPONSE SHALL BE RECEIVED AT THE ABOVE NOTED ADDRESS NOT LATER THAN CLOSE OF BUSINESS JANUARY 5, 2009.

IF YOUR FIRM DOES NOT WISH TO PROVIDE "LITIGATION SERVICES" TO THE COUNTY, NO RESPONSE IS REQUIRED

ACKNOWLEDGEMENT/ACCEPTANCE OF AMENDMENT #1, is indicated by completing the acknowledgement block below:

Richard Law Office PC
CONTRACTOR/AWARDEE
Charles F. Richards Jr. / Owner
PRINTED NAME AND TITLE
Charles F. Richards Jr.
SIGNATURE

RICHARDS LAW OFFICE P.C., 1515 E. MISSOURI SUITE 201, PHOENIX, AZ 85014

Terms: NET 30
Vendor Number: W000012646 X
Telephone Number: 602/277-8449
Fax Number: 602/277-8447
Contact Person: Charles F. Richards
E-mail Address: cfr@rlopc.com
Certificates of Insurance Required
Contract Period: To cover the period ending **June 30, 2011.**

RIDENOUR, HENTON, & LEWIS, PLLC., ~~KELHOFFER~~, 201 NORTH CENTRAL AVENUE SUITE
3300, PHOENIX, AZ 85004

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: X YES NO

PRICING SHEET NIGP CODE 9614912

PRICING - COMPONENT A

ITEM DESCRIPTION (FIXED HOURLY RATES)	FIXED HOURLY RATE
1. Fixed hourly rate for Senior Partner	<u>\$210.00</u>
2. Fixed hourly rate for Partner	<u>\$200.00</u>
3. Fixed hourly rate for Associate	<u>\$155.00</u>
4. Fixed hourly rate for Legal Assistant	<u>\$80.00</u>

PRICING - COMPONENT B (VOLUME DISCOUNTS)

Percentage discount off hourly rates (Attorney and Legal Assistant(s) proposed in COMPONENT A above based on volume of all work billed over the course of the contract period (initial three (3) years).

1. If a contracted firm (Counsel) bills over \$250,000.00, it agrees to discount hourly rates by 2 % for all Attorneys, and 2 % for Legal Assistants.
2. If a contracted firm (Counsel) bills over \$500,000.00, it agrees to discount hourly rates by 3 % for all Attorneys, and 3 % for Legal Assistants.
3. If a contracted firm (Counsel) bills over \$750,000.00, it agrees to discount hourly rates by 4 % for all Attorneys, and 4 % for Legal Assistants.

SPECIALTY LEGAL SERVICES (PRACTICE AREAS) ARE OFFERED FOR THE FOLLOWING:

- Appellate Practice;
- Collections And Bankruptcy;
- Commercial Transactions;
- Eminent Domain And Relocation;
- Tort Liability;
- Labor Law And Employment;
- Section 1983 Civil Rights Defense;
- Property Tax Appeals, Tax Lien Sales And Foreclosures, Treasurer's Matters;
- Road, Building, Design and Construction or Maintenance Liability.

Contractor has agreed to acceptance of Amendment #1, and has provided the following document noting acceptance of the same. Effective date of Amendment #1 is December 23, 2008.

RIDENOUR, HIENTON, & LEWIS, PLLC., ~~KELHOFFER~~, 201 NORTH CENTRAL AVENUE SUITE 3300, PHOENIX, AZ 85004

08038 AMENDMENT #1



MARICOPA COUNTY MATERIALS MANAGEMENT

Memo to: Supplemental Specialty Legal Services Providers
From: Stan Fisher, Senior Procurement Officer
Date: December 23, 2008
Re: AMENDMENT #1 CONTRACT 08038-ROQ, SUPPLEMENTAL SPECIALTY LEGAL SERVICES PROVIDERS – COUNTY ATTORNEY

Amendment #1 is issued to distinguish/separate the services provided by any awarded contractor, to the County. Via issuance of Amendment #1, these services shall be clearly defined/distinguished as "Legal Advice Services" and "Litigation Services". "Legal Advice Services" is NOT changed in any manner. "Litigation Services" are incorporated via subject amendment (Attachment B, AGREEMENT FOR LEGAL SERVICES). "Litigation Services" shall be provided at the direction of the County Manager.

The fee/compensation schedule in effect for this contract shall remain constant, regardless of the contractor/awardee elective determination regarding willingness to provide the service incorporated by Amendment #1.

Contractor/Awardee shall sign/acknowledge the provided amendment, if they wish to provide "Litigation Services" to the County, in full agreement/understanding of Amendment #1. Contractor/Awardee shall understand that they are not obligated to provide "Litigation Services". The determination to provide "Litigation Services" is contractor elective. As stated previously, NO changes will be made to subject contract, unless you/your firm acknowledge/sign/agree to the incorporation of "Litigation Services". Firms which agree to provide "Litigation Services" shall provide the appropriate signed acknowledgement documents to:

Maricopa County Materials Management
Stan Fisher, Senior Procurement Officer
320 W. Lincoln Street
Phoenix, AZ 85003

It is important that you understand this "cover letter" and the accompanying AMENDMENT #1, shall be provided (completed/signed), if your firm's elective determination is to provide "Litigation Services" to the County.

IF YOUR FIRM AGREES TO PROVIDE "LITIGATION SERVICES" TO THE COUNTY, YOUR RESPONSE SHALL BE RECEIVED AT THE ABOVE NOTED ADDRESS NOT LATER THAN CLOSE OF BUSINESS JANUARY 5, 2009.

IF YOUR FIRM DOES NOT WISH TO PROVIDE "LITIGATION SERVICES" TO THE COUNTY, NO RESPONSE IS REQUIRED

ACKNOWLEDGEMENT/ACCEPTANCE OF AMENDMENT #1, is indicated by completing the acknowledgement block below:

Ridenour, Hienton, Kelhoffer & Lewis, PLLC
CONTRACTOR/AWARDEE

Charles I. Kelhoffer
PRINTED NAME AND TITLE


SIGNATURE

RIDENOUR, HENTON, & LEWIS, PLLC., ~~KELHOFFER~~, 201 NORTH CENTRAL AVENUE SUITE
3300, PHOENIX, AZ 85004

Terms: NET 30

Vendor Number: W000002489 X

Telephone Number: 602/254-9900

Fax Number: 602/254-8670

Contact Person: John P. Kaites

E-mail Address: cmspivey@rhhklaw.com

Certificates of Insurance Required

Contract Period: To cover the period ending **June 30, 2011.**

ROSE LAW GROUP, 6613 N. SCOTTSDALE ROAD, SUITE #200, SCOTTSDALE, AZ 85250

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: X YES NO

PRICING SHEET NIGP CODE 9614912

PRICING - COMPONENT A

ITEM DESCRIPTION (FIXED HOURLY RATES)	FIXED HOURLY RATE
1. Fixed hourly rate for Senior Partner	<u>\$445.00</u> (Ms. Rose will discount to \$405)
2. Fixed hourly rate for Partner	<u>\$325.00</u> (Mr. Bergin will discount to associate rate)
3. Fixed hourly rate for Associate	<u>\$275.00</u>
4. Fixed hourly rate for Legal Assistant	<u>\$195.00</u>

PRICING - COMPONENT B (VOLUME DISCOUNTS)

Percentage discount off hourly rates (Attorney and Legal Assistant(s) proposed in COMPONENT A above based on volume of all work billed over the course of the contract period (initial three (3) years).

3. If a contracted firm (Counsel) bills over \$750,000.00, it agrees to discount hourly rates by 10 % for all Attorneys, and 10 % for Legal Assistants.

PRICING - COMPONENT C (ALTERNATIVE COMPENSATION OPTIONS)

1. Applicant/Respondent is encouraged to suggest their own alternative compensation options that it wishes the County to consider (for example, flat rates for certain types of cases or work; monthly retainer arrangements for various work or representations; blended hourly rates; potential "of counsel" arrangements where office space and support might be provided by the County at their facilities for a reduced hourly rate; etc.). Provide alternate compensation option(s) below in clear, concise terms:

The Rose Law Group provides a deep experienced in a wide range of practice areas. The firm's innovation is in providing ancillary services as part of the package and has a highly experience staff of planners who are skilled at preparing materials for well developed and detailed presentation of complex material. Traditionally applied in planning and zoning matters, these skills translate into case/project management services in a variety of legal applications, thus reducing the overall cost of the service while simultaneously increasing the efficiency of the delivery. The firm will consider a blended rate of \$275 per hour for matters in the areas of real estate transactions, environmental law, legislative matters, road, building design and construction or maintenance liability. Adjustments to all rates mentioned above can be discussed. The firm also will offer discounted rates of up to 10% after billing \$250,000 in a fiscal year.

ROSE LAW GROUP, 6613 N. SCOTTSDALE ROAD, SUITE #200, SCOTTSDALE, AZ 85250

SPECIALTY LEGAL SERVICES (PRACTICE AREAS) ARE OFFERED FOR THE FOLLOWING:

- Commercial Transactions;
- Construction Litigation;
- Election Law;
- Eminent Domain And Relocation;
- Environmental Law;
- General Governmental Practice;
- Legislative Matters;
- Planning And Zoning/Real Estate Transactions;
- Section 1983 Civil Rights Defense;
- Property Tax Appeals, Tax Lien Sales And Foreclosures, Treasurer's Matters;
- Public Contracts And Procurement;
- Road, Building, Design and Construction or Maintenance Liability.

Contractor has agreed to acceptance of Amendment #1, and has provided the following document noting acceptance of the same. Effective date of Amendment #1 is December 23, 2008.

ROSE LAW GROUP, 6613 N. SCOTTSDALE ROAD, SUITE #200, SCOTTSDALE, AZ 85250

08038 AMENDMENT #1



MARICOPA COUNTY MATERIALS MANAGEMENT

Memo to: Supplemental Specialty Legal Services Providers
From: Stan Fisher, Senior Procurement Officer
Date: December 23, 2008
Re: AMENDMENT #1 CONTRACT 08038-ROQ, SUPPLEMENTAL SPECIALTY LEGAL SERVICES PROVIDERS – COUNTY ATTORNEY

Amendment #1 is issued to distinguish/separate the services provided by any awarded contractor, to the County. Via issuance of Amendment #1, these services shall be clearly defined/distinguished as "Legal Advice Services" and "Litigation Services". "Legal Advice Services" is NOT changed in any manner. "Litigation Services" are incorporated via subject amendment (Attachment B, AGREEMENT FOR LEGAL SERVICES). "Litigation Services" shall be provided at the direction of the County Manager.

The fee/compensation schedule in effect for this contract shall remain constant, regardless of the contractor/awardee elective determination regarding willingness to provide the service incorporated by Amendment #1.

Contractor/Awardee shall sign/acknowledge the provided amendment, if they wish to provide "Litigation Services" to the County, in full agreement/understanding of Amendment #1. Contractor/Awardee shall understand that they are not obligated to provide "Litigation Services". The determination to provide "Litigation Services" is contractor elective. As stated previously, NO changes will be made to subject contract, unless you/your firm acknowledge/sign/agree to the incorporation of "Litigation Services". Firms which agree to provide "Litigation Services" shall provide the appropriate signed acknowledgement documents to:

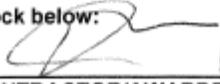
Maricopa County Materials Management
Stan Fisher, Senior Procurement Officer
320 W. Lincoln Street
Phoenix, AZ 85003

It is important that you understand this "cover letter" and the accompanying AMENDMENT #1, shall be provided (completed/signed), if your firm's elective determination is to provide "Litigation Services" to the County.

IF YOUR FIRM AGREES TO PROVIDE "LITIGATION SERVICES" TO THE COUNTY, YOUR RESPONSE SHALL BE RECEIVED AT THE ABOVE NOTED ADDRESS NOT LATER THAN CLOSE OF BUSINESS JANUARY 5, 2009.

IF YOUR FIRM DOES NOT WISH TO PROVIDE "LITIGATION SERVICES" TO THE COUNTY, NO RESPONSE IS REQUIRED

ACKNOWLEDGEMENT/ACCEPTANCE OF AMENDMENT #1, is indicated by completing the acknowledgement block below:


ROSE LAW GROUP PC
CONTRACTOR/AWARDEE

SOLOMON H. ROSE
PRINTED NAME AND TITLE


SIGNATURE

ROSE LAW GROUP, 6613 N. SCOTTSDALE ROAD, SUITE #200, SCOTTSDALE, AZ 85250

Terms: NET 30

Vendor Number: W000011798 X

Telephone Number: 480/505-3936

Fax Number: 480/505-3925

Contact Person: Jordan rose

E-mail Address: jrose@roselawgroup.com

Certificates of Insurance Required

Contract Period: To cover the period ending **June 30, 2011.**

RYAN RAPP & UNDERWOOD P.L.C., 3101 N. CENTRAL AVENUE SUITE 1500, PHOENIX, AZ 85012

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: YES NO

PRICING SHEET NIGP CODE 9614912

PRICING - COMPONENT A

ITEM DESCRIPTION (FIXED HOURLY RATES)	FIXED HOURLY RATE
1. Fixed hourly rate for Senior Partner	<u>\$270.00</u>
2. Fixed hourly rate for Partner	<u>\$250.00</u>
3. Fixed hourly rate for Associate	<u>\$225.00</u>
4. Fixed hourly rate for Legal Assistant	<u>\$120.00</u>

PRICING - COMPONENT B (VOLUME DISCOUNTS)

Percentage discount off hourly rates (Attorney and Legal Assistant(s) proposed in COMPONENT A above based on volume of all work billed over the course of the contract period (initial three (3) years).

1. If a contracted firm (Counsel) bills over \$250,000.00, it agrees to discount hourly rates by 10 % for all Attorneys, and 10 % for Legal Assistants.
2. If a contracted firm (Counsel) bills over \$500,000.00, it agrees to discount hourly rates by 15 % for all Attorneys, and 15 % for Legal Assistants.
3. If a contracted firm (Counsel) bills over \$750,000.00, it agrees to discount hourly rates by 20 % for all Attorneys, and 20 % for Legal Assistants.

PRICING - COMPONENT C (ALTERNATIVE COMPENSATION OPTIONS)

1. Applicant/Respondent is encouraged to suggest their own alternative compensation options that it wishes the County to consider (for example, flat rates for certain types of cases or work; monthly retainer arrangements for various work or representations; blended hourly rates; potential "of counsel" arrangements where office space and support might be provided by the County at their facilities for a reduced hourly rate; etc.). Provide alternate compensation option(s) below in clear, concise terms:

RRU has, under prior contracts, provided *ad hoc* "special task" assignments not directly involving tax or Maricopa County litigation interests (e.g., rendering internal legal opinions on the application, for example, of Arizona transaction privilege ("sales") tax to county activities or acquisitions; reviewing internal draft opinions of deputy county attorneys prior to finalization). RRU offers to charge a flat rate of \$1,500.00 to review previously-prepared internal draft opinions and a flat rate of \$3,000.00 to research and prepare assigned legal opinions on selected topics within the expertise of RRU attorneys.

In addition, as to the "percentage discount" figures set out above in "Component B" of this Attachment "A", and to clarify, the proposed quoted discounts are intended to apply only to those hourly fees expended and invoiced after the monetary thresholds in B(1), B(2) and B(3) have been reached, with no retrospective application of the discounted fees to previously invoiced amounts below the thresholds intended or offered.

RYAN RAPP & UNDERWOOD P.L.C., 3101 N. CENTRAL AVENUE SUITE 1500, PHOENIX, AZ 85012

SPECIALTY LEGAL SERVICES (PRACTICE AREAS) ARE OFFERED FOR THE FOLLOWING:

- Appellate Practice;
- Legislative Matters;
- Property Tax Appeals;
- Indian Law;
- General Taxation.

Contractor has agreed to acceptance of Amendment #1, and has provided the following document noting acceptance of the same. Effective date of Amendment #1 is December 23, 2008.

RYAN RAPP & UNDERWOOD P.L.C., 3101 N. CENTRAL AVENUE SUITE 1500, PHOENIX, AZ 85012

08038 AMENDMENT #1



MARICOPA COUNTY MATERIALS MANAGEMENT

Memo to: Supplemental Specialty Legal Services Providers
From: Stan Fisher, Senior Procurement Officer
Date: December 23, 2008
Re: AMENDMENT #1 CONTRACT 08038-ROQ, SUPPLEMENTAL SPECIALTY LEGAL SERVICES PROVIDERS – COUNTY ATTORNEY

Amendment #1 is issued to distinguish/separate the services provided by any awarded contractor, to the County. Via issuance of Amendment #1, these services shall be clearly defined/distinguished as "Legal Advice Services" and "Litigation Services". "Legal Advice Services" is NOT changed in any manner. "Litigation Services" are incorporated via subject amendment (Attachment B, AGREEMENT FOR LEGAL SERVICES). "Litigation Services" shall be provided at the direction of the County Manager.

The fee/compensation schedule in effect for this contract shall remain constant, regardless of the contractor/awardee elective determination regarding willingness to provide the service incorporated by Amendment #1.

Contractor/Awardee shall sign/acknowledge the provided amendment, if they wish to provide "Litigation Services" to the County, in full agreement/understanding of Amendment #1. Contractor/Awardee shall understand that they are not obligated to provide "Litigation Services". The determination to provide "Litigation Services" is contractor elective. As stated previously, NO changes will be made to subject contract, unless you/your firm acknowledge/sign/agree to the incorporation of "Litigation Services. Firms which agree to provide "Litigation Services" shall provide the appropriate signed acknowledgement documents to:

Maricopa County Materials Management
Stan Fisher, Senior Procurement Officer
320 W. Lincoln Street
Phoenix, AZ 85003

It is important that you understand this "cover letter" and the accompanying AMENDMENT #1, shall be provided (completed/signed), if your firm's elective determination is to provide "Litigation Services" to the County.

IF YOUR FIRM AGREES TO PROVIDE "LITIGATION SERVICES" TO THE COUNTY, YOUR RESPONSE SHALL BE RECEIVED AT THE ABOVE NOTED ADDRESS NOT LATER THAN CLOSE OF BUSINESS JANUARY 5, 2009.

IF YOUR FIRM DOES NOT WISH TO PROVIDE "LITIGATION SERVICES" TO THE COUNTY, NO RESPONSE IS REQUIRED

ACKNOWLEDGEMENT/ACCEPTANCE OF AMENDMENT #1, is indicated by completing the acknowledgement block below:

Ryan Rapp & Underwood, PLC
CONTRACTOR/AWARDEE

Tan A. Macpherson, Member
PRINTED NAME AND TITLE

SIGNATURE

RYAN RAPP & UNDERWOOD P.L.C., 3101 N. CENTRAL AVENUE SUITE 1500, PHOENIX, AZ 85012

Terms: NET 30

Vendor Number: W000002527 X

Telephone Number: 602/280-1000

Fax Number: 602/748-0222

Contact Person: Ian Macpherson

E-mail Address: imacpherson@rwrplc.com

Certificates of Insurance Required

Contract Period: To cover the period ending **June 30, 2011.**

RYLEY CARLOCK & APPLEWHITE, ONE NORTH CENTRAL AVENUE, SUITE 1200, PHOENIX, AZ 85004

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: YES NO

PRICING SHEET NIGP CODE 9614912

PRICING - COMPONENT A

ITEM DESCRIPTION (FIXED HOURLY RATES)	FIXED HOURLY RATE
1. Fixed hourly rate for Senior Partner	\$ (See fee schedule attached)
2. Fixed hourly rate for Partner	\$ (See fee schedule attached)
Fixed hourly rate for Associate	\$ (See fee schedule attached)
4. Fixed hourly rate for Legal Assistant	\$ (See fee schedule attached)

<u>Name</u>	<u>Rate</u>
Wilder, William F.	\$390.00
Lee, N. Warner	\$425.00
O'Neil, James D.	\$365.00
Chester, Charles L.	\$375.00
Brophy, James E.	\$385.00
Case, David L.	\$435.00
Niemuth, Nathan R.	\$350.00
Pohlman, Robert J.	\$435.00
Fries, John J.	\$375.00
Moberly, Michael D.	\$350.00
Ripp, Michael P.	\$325.00
Sweeney, Sheryl A.	\$360.00
Lemaster, John C.	\$375.00
Hink, John A.	\$350.00
McManus, William B.	\$375.00
Bullock, Carolann E.	\$300.00
Staudenmaier, L. William	\$360.00
Greger, Clarke H.	\$385.00
Parga Jr., Rodolfo	\$345.00
Chandley, Cynthia M.	\$360.00
Coury, Christopher A.	\$345.00
Guttilla, Phillip P.	\$350.00
Rouse, Thomas W.	\$325.00
Shuler, Robert L.	\$360.00
Simmons, Jeff R.	\$345.00
Luellig, Lorrie L.	\$295.00
Siegle, Christopher P.	\$300.00
Clarke, Matthew T.	\$300.00
Wiley, J. Douglas	\$310.00
Nazarenus, Brian M.	\$360.00
Sanderson, James W,	\$360.00
Tourtillott, William B.	\$350.00

**RYLEY CARLOCK & APPLEWHITE, ONE NORTH CENTRAL AVENUE, SUITE 1200, PHOENIX, AZ
85004**

Burr, Carolyn F.	\$295.00
Powell, David M.	\$295.00
Komisarek, Randall F.	\$275.00
Spiller, Dudley P.	\$330.00
Folkerth, Andrew F.	\$300.00
Van Quathem, Michele L.	\$295.00
Kash, David W.	\$335.00
Itzkowitz, David J.	\$325.00
Mitchell, Renee L.	\$275.00
Watson, John L.	\$345.00
Lisenbee, Andrea G.	\$225.00
Pelton, Jenny J.	\$300.00
Williams, Roger T.	\$285.00
Huemoeller, James L.	\$295.00
Fry, John M.	\$250.00
Ricupero, Kara A.	\$250.00
Jones, S. Greg	\$345.00
Borns, Peter J.	\$235.00
Jenkins, William Scott	\$250.00
Schmucker, Melissa Z.	\$240.00
Kafka, Michael T.	\$250.00
Hood, Sean T.	\$215.00
Pauls, Tara M.A.	\$215.00
Noble, James M.	\$230.00
Sweeney, Erin O.	\$190.00
Maurer, Julie E.	\$210.00
Clifford, Joseph E.	\$290.00
Billingsley, Rhett A.	\$210.00
Stack, Thomas G.	\$185.00
Pricher, Caroline A.	\$185.00
Lucas, Olivia D.	\$195.00
Johnson, Kelly K.	\$200.00
Fish, Amy R.	\$160.00
Benford, Jessica A.	\$180.00
Kvesic, Andy M.	\$165.00
Martorana, Karlene E.	\$170.00
Peters, Kristy L.	\$180.00
Fuller, Roy F.	\$170.00
Valentine, Mark T.	\$225.00
Boyd, Richard C.	\$260.00
Begin, Sarah M.	\$165.00
Carter, John P.	\$165.00
Newburn, Molly A.	\$155.00
Curtis, Susan M.	\$180.00
Palmer, Andrea M.	\$200.00
Suhr, David M.	\$250.00

RYLEY CARLOCK & APPLEWHITE, ONE NORTH CENTRAL AVENUE, SUITE 1200, PHOENIX, AZ 85004

Henman, G. Lee	\$235.00
Lynn III, Cecil A.	\$290.00
Ferguson, Fred E.	\$350.00
Hart, Connie L.	\$150.00
Forbes, Denise M.	\$140.00
DeFeo, B. Carole	\$160.00
Davis, Patricia L.	\$165.00
Kocak, Karen K.	\$135.00
Finch, Pam J.	\$165.00
Brault, Leslie A.	\$150.00
Menendez, Sharon M.	\$150.00
Gallagher, Dawn M.	\$135.00
Miller, Judith R.	\$150.00
Barrios, Heather E.	\$135.00
Eldridge, Maggie Z.	\$125.00
Wills, Katy L.	\$135.00
Moore, Greg M.	\$75.00
Glass, Ellen J.	\$75.00
Fletcher, Micheal R.	\$75.00
Grundy III, E. Garry	\$75.00
Other	\$115.00
*Weyer, Alli	\$175.00
*Hicks, Ali	\$175.00
*Moore, Greg M.	\$175.00
Law Clerks	\$75.00-\$125.00
Secretaries	\$50.00-\$115.00

***Effective 12-01-08**

PRICING - COMPONENT C (ALTERNATIVE COMPENSATION OPTIONS)

1. Applicant/Respondent is encouraged to suggest their own alternative compensation options that it wishes the County to consider (for example, flat rates for certain types of cases or work; monthly retainer arrangements for various work or representations; blended hourly rates; potential “of counsel” arrangements where office space and support might be provided by the County at their facilities for a reduced hourly rate; etc.). Provide alternate compensation option(s) below in clear concise terms:

See the Fee Schedule attached. Scheduled fees will be reduced by 15% on all billings to Maricopa County.

SPECIALTY LEGAL SERVICES (PRACTICE AREAS) ARE OFFERED FOR THE FOLLOWING:

- Bond and Disclosure Counsel;
- Commercial Transactions;
- Construction Litigation;
- Tort Liability;
- Insurance Contracts Representation;
- Labor and Employment;
- Real Estate Transactions;
- Probate Litigation;
- Public Official Liability.

RYLEY CARLOCK & APPLEWHITE, ONE NORTH CENTRAL AVENUE, SUITE 1200, PHOENIX, AZ 85004

Contractor has not agreed to acceptance of Amendment #1, and is therefore not "bound" by the provisions of that Amendment.

Contractor has agreed to acceptance of Amendment #1, and has provided the following document noting acceptance of the same. Effective date of Amendment #1 is December 23, 2008.

08038 AMENDMENT #1



MARICOPA COUNTY MATERIALS MANAGEMENT

Memo to: Supplemental Specialty Legal Services Providers
From: Stan Fisher, Senior Procurement Officer
Date: December 23, 2008
Re: AMENDMENT #1 CONTRACT 08038-ROQ. SUPPLEMENTAL SPECIALTY LEGAL SERVICES PROVIDERS – COUNTY ATTORNEY

Amendment #1 is issued to distinguish/separate the services provided by any awarded contractor, to the County. Via issuance of Amendment #1, these services shall be clearly defined/distinguished as "Legal Advice Services" and "Litigation Services". "Legal Advice Services" is NOT changed in any manner. "Litigation Services" are incorporated via subject amendment (Attachment B, AGREEMENT FOR LEGAL SERVICES). "Litigation Services" shall be provided at the direction of the County Manager.

The fee/compensation schedule in effect for this contract shall remain constant, regardless of the contractor/awardee elective determination regarding willingness to provide the service incorporated by Amendment #1.

Contractor/Awardee shall sign/acknowledge the provided amendment, if they wish to provide "Litigation Services" to the County, in full agreement/understanding of Amendment #1. Contractor/Awardee shall understand that they are not obligated to provide "Litigation Services". The determination to provide "Litigation Services" is contractor elective. As stated previously, NO changes will be made to subject contract, unless you/your firm acknowledge/sign/agree to the incorporation of "Litigation Services. Firms which agree to provide "Litigation Services" shall provide the appropriate signed acknowledgement documents to:

Maricopa County Materials Management
Stan Fisher, Senior Procurement Officer
320 W. Lincoln Street
Phoenix, AZ 85003

It is important that you understand this "cover letter" and the accompanying AMENDMENT #1, shall be provided (completed/signed), if your firm's elective determination is to provide "Litigation Services" to the County.

IF YOUR FIRM AGREES TO PROVIDE "LITIGATION SERVICES" TO THE COUNTY, YOUR RESPONSE SHALL BE RECEIVED AT THE ABOVE NOTED ADDRESS NOT LATER THAN CLOSE OF BUSINESS JANUARY 5, 2009.

IF YOUR FIRM DOES NOT WISH TO PROVIDE "LITIGATION SERVICES" TO THE COUNTY, NO RESPONSE IS REQUIRED

ACKNOWLEDGEMENT/ACCEPTANCE OF AMENDMENT #1, is indicated by completing the acknowledgement block below:

Ryley, Carlock & Applewhite
CONTRACTOR/AWARDEE

JAMES E. Brophy, Sec.
PRINTED NAME AND TITLE

James E. Brophy
SIGNATURE

**RYLEY CARLOCK & APPLEWHITE, ONE NORTH CENTRAL AVENUE, SUITE 1200, PHOENIX, AZ
85004**

Terms: NET 30

Vendor Number: W000002737 X

Telephone Number: 602/258-7701

Fax Number: 602/257-9582

Contact Person: James E. Brophy

E-mail Address: jbrophy@rcalaw.com

Certificates of Insurance Required

Contract Period: To cover the period ending **June 30, 2011.**

SANDERS & PARK, P.C., 3030 N. 3RD STREET SUITE 1300, PHOENIX, AZ 85012

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: YES NO

PRICING SHEET NIGP CODE 9614912

PRICING - COMPONENT A

ITEM DESCRIPTION (FIXED HOURLY RATES)	FIXED HOURLY RATE
1. Fixed hourly rate for Senior Partner	<u>\$215.00</u>
2. Fixed hourly rate for Partner	<u>\$205.00</u>
3. Fixed hourly rate for Associate	<u>\$180.00</u>
4. Fixed hourly rate for Legal Assistant	<u>\$125.00</u>

PRICING - COMPONENT B (VOLUME DISCOUNTS)

Percentage discount off hourly rates (Attorney and Legal Assistant(s) proposed in COMPONENT A above based on volume of all work billed over the course of the contract period (initial three (3) years).

1. If a contracted firm (Counsel) bills over \$250,000.00, it agrees to discount hourly rates by:
 - for Attorneys: 2.00%
 - for Legal Assistants: 2.00%
2. If a contracted firm (Counsel) bills over \$500,000.00, it agrees to discount hourly rates by:
 - for Attorneys: 3.00%
 - for Legal Assistants: 3.00%
3. If a contracted firm (Counsel) bills over \$750,000.00, it agrees to discount hourly rates by:
 - for Attorneys: 4.00%
 - for Legal Assistants: 4.00%

PRICING - COMPONENT C (ALTERNATIVE COMPENSATION OPTIONS)

1. Applicant/Respondent is encouraged to suggest their own alternative compensation options that it wishes the County to consider (for example, flat rates for certain types of cases or work; monthly retainer arrangements for various work or representations; blended hourly rates; potential "of counsel" arrangements where office space and support might be provided by the County at their facilities for a reduced hourly rate; etc.). Provide alternate compensation option(s) below in clear, concise terms:

\$12,500 flat rate for arbitration cases (exclusive of costs), to be converted to hourly rate for any litigation following arbitration.

SANDERS & PARK, P.C., 3030 N. 3RD STREET SUITE 1300, PHOENIX, AZ 85012

SPECIALTY LEGAL SERVICES (PRACTICE AREAS) ARE OFFERED FOR THE FOLLOWING:

- Administrative Law,;
- Alternative Dispute Resolution;
- Appellate Practice;
- Aviation, Business Law;
- Civil Rights;
- Commercial Law;
- Construction Law;
- Contracts;
- Copyright Licensing;
- Registering and Litigation;
- Corporate Law;
- Education Law;
- Entertainment Law;
- Environmental Law;
- Health Care;
- Insurance;
- Insurance Coverage and Bad Faith;
- Insurance Defense;
- Intellectual Property;
- Labor and Employment;
- Law Enforcement;
- Litigation;
- Medical Malpractice – Defense;
- Negligence;
- Patent Litigation;
- Personal Injury;
- Product Liability;
- Professional Liability;
- Real Estate;
- Tax Litigation;
- Torts;
- Toxic Torts;
- Trademarks;
- Wrongful Death.

Contractor has agreed to acceptance of Amendment #1, and has provided the following document noting acceptance of the same. Effective date of Amendment #1 is December 23, 2008.

SANDERS & PARK, P.C., 3030 N. 3RD STREET SUITE 1300, PHOENIX, AZ 85012

08038 AMENDMENT #1



MARICOPA COUNTY MATERIALS MANAGEMENT

Memo to: Supplemental Specialty Legal Services Providers
From: Stan Fisher, Senior Procurement Officer
Date: December 23, 2008
Re: AMENDMENT #1 CONTRACT 08038-ROQ, SUPPLEMENTAL SPECIALTY LEGAL SERVICES PROVIDERS – COUNTY ATTORNEY

Amendment #1 is issued to distinguish/separate the services provided by any awarded contractor, to the County. Via issuance of Amendment #1, these services shall be clearly defined/distinguished as "Legal Advice Services" and "Litigation Services". "Legal Advice Services" is NOT changed in any manner. "Litigation Services" are incorporated via subject amendment (Attachment B, AGREEMENT FOR LEGAL SERVICES). "Litigation Services" shall be provided at the direction of the County Manager.

The fee/compensation schedule in effect for this contract shall remain constant, regardless of the contractor/awardee elective determination regarding willingness to provide the service incorporated by Amendment #1.

Contractor/Awardee shall sign/acknowledge the provided amendment, if they wish to provide "Litigation Services" to the County, in full agreement/understanding of Amendment #1. Contractor/Awardee shall understand that they are not obligated to provide "Litigation Services". The determination to provide "Litigation Services" is contractor elective. As stated previously, NO changes will be made to subject contract, unless you/your firm acknowledge/sign/agree to the incorporation of "Litigation Services. Firms which agree to provide "Litigation Services" shall provide the appropriate signed acknowledgement documents to:

Maricopa County Materials Management
Stan Fisher, Senior Procurement Officer
320 W. Lincoln Street
Phoenix, AZ 85003

It is important that you understand this "cover letter" and the accompanying AMENDMENT #1, shall be provided (completed/signed), if your firm's elective determination is to provide "Litigation Services" to the County.

IF YOUR FIRM AGREES TO PROVIDE "LITIGATION SERVICES" TO THE COUNTY, YOUR RESPONSE SHALL BE RECEIVED AT THE ABOVE NOTED ADDRESS NOT LATER THAN CLOSE OF BUSINESS JANUARY 5, 2009.

IF YOUR FIRM DOES NOT WISH TO PROVIDE "LITIGATION SERVICES" TO THE COUNTY, NO RESPONSE IS REQUIRED

ACKNOWLEDGEMENT/ACCEPTANCE OF AMENDMENT #1, is indicated by completing the acknowledgement block below:

Sanders & Parks, P.C.
CONTRACTOR/AWARDEE

Robin F. Burgess, Director
PRINTED NAME AND TITLE

RFB
SIGNATURE

SANDERS & PARK, P.C., 3030 N. 3RD STREET SUITE 1300, PHOENIX, AZ 85012

Terms: NET 30

Vendor Number: W000002662 X

Telephone Number: 602/532-5600

Fax Number: 602/532-5700

Contact Person: Robin E. Burgess

E-mail Address: robin.burgess@sandersparks.com

Certificates of Insurance Required

Contract Period: To cover the period ending **June 30, 2011.**

SCHMITT, SCHNECK, SMYTH & HERROD P.C., 1221 EAST OSBORN ROAD SUITE 105, PHOENIX, AZ 85014

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: X YES NO

PRICING SHEET NIGP CODE 9614912

PRICING - COMPONENT A

ITEM DESCRIPTION (FIXED HOURLY RATES)	FIXED HOURLY RATE	
1. Fixed hourly rate for Senior Partner	<u>\$190.00</u>	
2. Fixed hourly rate for Partner	<u>\$190.00</u>	
3. Fixed hourly rate for Associate	<u>\$150.00</u>	
4. Fixed hourly rate for Legal Assistant	<u>\$115.00</u>	
5. Summer Associate / Law Clerk	<u>\$95.00</u> *	(Service category addition effective 08/01/08.)

PRICING - COMPONENT B (VOLUME DISCOUNTS)

Percentage discount off hourly rates (Attorney and Legal Assistant(s) proposed in COMPONENT A above based on volume of all work billed over the course of the contract period (initial three (3) years).

1. If a contracted firm (Counsel) bills over \$250,000.00, it agrees to discount hourly rates by 0 % for all Attorneys, and 0 % for Legal Assistants.
2. If a contracted firm (Counsel) bills over \$500,000.00, it agrees to discount hourly rates by 5 % for all Attorneys, and 5 % for Legal Assistants.
3. If a contracted firm (Counsel) bills over \$750,000.00, it agrees to discount hourly rates by 10 % for all Attorneys, and 10 % for Legal Assistants.

PRICING - COMPONENT C (ALTERNATIVE COMPENSATION OPTIONS)

1. Applicant/Respondent is encouraged to suggest their own alternative compensation options that it wishes the County to consider (for example, flat rates for certain types of cases or work; monthly retainer arrangements for various work or representations; blended hourly rates; potential "of counsel" arrangements where office space and support might be provided by the County at their facilities for a reduced hourly rate; etc.). Provide alternate compensation option(s) below in clear, concise terms:
 - A. the firm is agreeable to performing all legal work for the Merit Commission at a flat fee of \$7500.00 payable in full at the beginning of the year.
 - B. The firm is agreeable to performing all contract review and approval work for the Arizona Meth. Projecat at a flat fee of \$5,000.00 payable in full at the beginning of the year.

SCHMITT, SCHNECK, SMYTH & HERROD P.C., 1221 EAST OSBORN ROAD SUITE 105, PHOENIX, AZ 85014

SPECIALTY LEGAL SERVICES (PRACTICE AREAS) ARE OFFERED FOR THE FOLLOWING:

- Bond and Disclosure Counsel;
- Commercial Transactions;
- Correctional Health Services Defense;
- Jai And Correctional Officers Defense;
- Defense of Constitutional Claims;
- Defense of False Arrest, Wrongful Detention and Malicious Prosecution Claims;
- Defamation Defense;
- Open Meeting Law and Public Records Requests;
- Construction Litigation;
- General Government Practice;
- Tort Liability;
- Health Care, Including Public Health and Employee Benefit Coverage Issues;
- Insurance Contracts;
- Medical Malpractice;
- Section 1983 Civil Rights Defense;
- Probate Litigation;
- Property Tax Appeals;
- Tax Lien Sales and Foreclosures and Treasurer's Matters;
- Public Contract and Procurement;
- Property Tax Litigation;

Contractor has agreed to acceptance of Amendment #1, and has provided the following document noting acceptance of the same. Effective date of Amendment #1 is December 23, 2008.

SCHMITT, SCHNECK, SMYTH & HERROD P.C., 1221 EAST OSBORN ROAD SUITE 105, PHOENIX, AZ 85014

08038 AMENDMENT #1



MARICOPA COUNTY MATERIALS MANAGEMENT

Memo to: Supplemental Specialty Legal Services Providers
From: Stan Fisher, Senior Procurement Officer
Date: December 23, 2008
Re: AMENDMENT #1 CONTRACT 08038-ROQ, SUPPLEMENTAL SPECIALTY LEGAL SERVICES PROVIDERS – COUNTY ATTORNEY

Amendment #1 is issued to distinguish/separate the services provided by any awarded contractor, to the County. Via issuance of Amendment #1, these services shall be clearly defined/distinguished as "Legal Advice Services" and "Litigation Services". "Legal Advice Services" is NOT changed in any manner. "Litigation Services" are incorporated via subject amendment (Attachment B, AGREEMENT FOR LEGAL SERVICES). "Litigation Services" shall be provided at the direction of the County Manager.

The fee/compensation schedule in effect for this contract shall remain constant, regardless of the contractor/awardee elective determination regarding willingness to provide the service incorporated by Amendment #1.

Contractor/Awardee shall sign/acknowledge the provided amendment, if they wish to provide "Litigation Services" to the County, in full agreement/understanding of Amendment #1. Contractor/Awardee shall understand that they are not obligated to provide "Litigation Services". The determination to provide "Litigation Services" is contractor elective. As stated previously, NO changes will be made to subject contract, unless you/your firm acknowledge/sign/agree to the incorporation of "Litigation Services". Firms which agree to provide "Litigation Services" shall provide the appropriate signed acknowledgement documents to:

Maricopa County Materials Management
Stan Fisher, Senior Procurement Officer
320 W. Lincoln Street
Phoenix, AZ 85003

It is important that you understand this "cover letter" and the accompanying AMENDMENT #1, shall be provided (completed/signed), if your firm's elective determination is to provide "Litigation Services" to the County.

IF YOUR FIRM AGREES TO PROVIDE "LITIGATION SERVICES" TO THE COUNTY, YOUR RESPONSE SHALL BE RECEIVED AT THE ABOVE NOTED ADDRESS NOT LATER THAN CLOSE OF BUSINESS JANUARY 5, 2009.

IF YOUR FIRM DOES NOT WISH TO PROVIDE "LITIGATION SERVICES" TO THE COUNTY, NO RESPONSE IS REQUIRED

ACKNOWLEDGEMENT/ACCEPTANCE OF AMENDMENT #1, is indicated by completing the acknowledgement block below:

Schmitt Schneck Smyth & Herrod, P.C.
CONTRACTOR/AWARDEE

Timothy J. Casey, Chancellor
PRINTED NAME AND TITLE

[Signature]
SIGNATURE 1/22/09

**SCHMITT, SCHNECK, SMYTH & HERROD P.C., 1221 EAST OSBORN ROAD SUITE 105, PHOENIX,
AZ 85014**

Terms: NET 30

Vendor Number: W000006665 X

Telephone Number: 602/277-7000

Fax Number: 602/277-8663

Contact Person: Timothy J. Osborn

E-mail Address: TimCasey@azbarristers.com

Certificates of Insurance Required

Contract Period: To cover the period ending **June 30, 2011.**

SCHNEIDER & ONOFRY, 3101 N. CENTRAL AVENUE SUITE 600, PHOENIX, AZ 85012

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: YES NO

PRICING SHEET NIGP CODE 9614912

PRICING - COMPONENT A

ITEM DESCRIPTION (FIXED HOURLY RATES)	FIXED HOURLY RATE
1. Fixed hourly rate for Senior Partner	<u>\$180.00</u>
2. Fixed hourly rate for Partner	<u>\$165.00</u>
3. Fixed hourly rate for Associate	<u>\$150.00</u>
4. Fixed hourly rate for Legal Assistant	<u>\$90.00</u>

PRICING - COMPONENT B (VOLUME DISCOUNTS)

Percentage discount off hourly rates (Attorney and Legal Assistant(s) proposed in COMPONENT A above based on volume of all work billed over the course of the contract period (initial three (3) years).

1. If a contracted firm (Counsel) bills over \$250,000.00, it agrees to discount hourly rates by 3 % for all Attorneys, and 3 % for Legal Assistants.
2. If a contracted firm (Counsel) bills over \$500,000.00, it agrees to discount hourly rates by 6 % for all Attorneys, and 6 % for Legal Assistants.
3. If a contracted firm (Counsel) bills over \$750,000.00, it agrees to discount hourly rates by 9 % for all Attorneys, and 9 % for Legal Assistants.

SPECIALTY LEGAL SERVICES (PRACTICE AREAS) ARE OFFERED FOR THE FOLLOWING:

- Appeals;
- Arbitration and Mediation;
- Catastrophic Injury and Wrongful Death;
- Construction Litigation, including Construction Defects;
- Dram Shop Litigation;
- Medical Malpractice and Professional Licensure Defense;
- Motor Vehicle and Motor Carrier Litigation;
- Premises Liability, Including Negligent Security/Construction Site Accidents;
- Product Liability cases involving Design and Manufacturing Defect Claims;
- Complex Commercial Litigation;
- Defamation;
- Elder Abuse;
- Fire Subrogation;
- Hospital Negligence;
- Insurance Contracts (Including Coverage and Bad Faith);
- Nursing Home Malpractice;
- Professional Liability;
- Medical/Dental Licensure and Discipline;
- Road Design, Construction, and Maintenance Liability;
- General Tort Liability.

SCHNEIDER & ONOFRY, 3101 N. CENTRAL AVENUE SUITE 600, PHOENIX, AZ 85012

Contractor has agreed to acceptance of Amendment #1, and has provided the following document noting acceptance of the same. Effective date of Amendment #1 is December 23, 2008.

08038 AMENDMENT #1



MARICOPA COUNTY MATERIALS MANAGEMENT

Memo to: Supplemental Specialty Legal Services Providers
From: Stan Fisher, Senior Procurement Officer
Date: December 23, 2008
Re: AMENDMENT #1 CONTRACT 08030-ROQ, SUPPLEMENTAL SPECIALTY LEGAL SERVICES PROVIDERS – COUNTY ATTORNEY

Amendment #1 is issued to distinguish/separate the services provided by any awarded contractor, to the County. Via issuance of Amendment #1, these services shall be clearly defined/distinguished as "Legal Advice Services" and "Litigation Services". "Legal Advice Services" is NOT changed in any manner. "Litigation Services" are incorporated via subject amendment (Attachment B, AGREEMENT FOR LEGAL SERVICES). "Litigation Services" shall be provided at the direction of the County Manager.

The fee/compensation schedule in effect for this contract shall remain constant, regardless of the contractor/awardee elective determination regarding willingness to provide the service incorporated by Amendment #1.

Contractor/Awardee shall sign/acknowledge the provided amendment, if they wish to provide "Litigation Services" to the County, in full agreement/understanding of Amendment #1. Contractor/Awardee shall understand that they are not obligated to provide "Litigation Services". The determination to provide "Litigation Services" is contractor elective. As stated previously, NO changes will be made to subject contract, unless you/your firm acknowledge/sign/agree to the incorporation of "Litigation Services. Firms which agree to provide "Litigation Services" shall provide the appropriate signed acknowledgement documents to:

Maricopa County Materials Management
Stan Fisher, Senior Procurement Officer
320 W. Lincoln Street
Phoenix, AZ 85003

It is important that you understand this "cover letter" and the accompanying AMENDMENT #1, shall be provided (completed/signed), if your firm's elective determination is to provide "Litigation Services" to the County.

IF YOUR FIRM AGREES TO PROVIDE "LITIGATION SERVICES" TO THE COUNTY, YOUR RESPONSE SHALL BE RECEIVED AT THE ABOVE NOTED ADDRESS NOT LATER THAN CLOSE OF BUSINESS JANUARY 5, 2009.

IF YOUR FIRM DOES NOT WISH TO PROVIDE "LITIGATION SERVICES" TO THE COUNTY, NO RESPONSE IS REQUIRED

ACKNOWLEDGEMENT/ACCEPTANCE OF AMENDMENT #1, is indicated by completing the acknowledgement block below:

Schneider + Onofry
CONTRACTOR/AWARDEE

Charles Onofry, Partner
PRINTED NAME AND TITLE

Charles Onofry
SIGNATURE

SCHNEIDER & ONOFRY, 3101 N. CENTRAL AVENUE SUITE 600, PHOENIX, AZ 85012

Terms: NET 30

Vendor Number: W000012270 X

Telephone Number: 602/200-1281

Fax Number: 602/230-8985

Contact Person: Charles D. Onofry

E-mail Address: conofry@soarizonalaw.com

Certificates of Insurance Required

Contract Period: To cover the period ending **June 30, 2011.**

SQUIRE, SANDERS & DEMPSEY, 40 NORTH CENTRAL AVENUE 27TH FLOOR, PHOENIX, AZ 85004

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: YES NO

PRICING SHEET NIGP CODE 9614912

PRICING - COMPONENT A

ITEM DESCRIPTION (FIXED HOURLY RATES)	FIXED HOURLY RATE
1. Fixed hourly rate for Senior Partner	<u>\$450.00</u>
2. Fixed hourly rate for Partner	<u>\$375.00</u>
3. Fixed hourly rate for Associate	<u>\$300.00</u>
4. Fixed hourly rate for Legal Assistant	<u>\$165.00</u>

SPECIALTY LEGAL SERVICES (PRACTICE AREAS) ARE OFFERED FOR THE FOLLOWING:

- Bond And Disclosure Counsel;
- Environmental Representations;
- Tax-Exempt Municipal Finance Practice;
- Public Sector;
- Business;
- Environmental Law;
- Federal Regulation;
- Employee Benefits;
- Taxation And Trusts;
- Labor;
- Litigation;
- International Law;

Contractor has not agreed to acceptance of Amendment #1, and is therefore not "bound" by the provisions of that Amendment.

Terms: NET 30

Vendor Number: W000002663 X

Telephone Number: 602/528-4031

Fax Number: 602/253-8129

Contact Person: Timothy E. Pickrell

E-mail Address: tpickrell@ssd.com

Certificates of Insurance Required

Contract Period: To cover the period ending **June 30, 2011.**

RICHARD STROHM, ATTORNEY, 8121 EAST INDIAN BEND ROAD, SUITE 128, SCOTTSDALE, AZ 85250

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: X YES NO

PRICING SHEET NIGP CODE 9614912

PRICING - COMPONENT A

ITEM DESCRIPTION (FIXED HOURLY RATES)	FIXED HOURLY RATE
1. Fixed hourly rate for Senior Partner	<u>\$175.00</u>
2. Fixed hourly rate for Partner	<u>\$165.00</u>
3. Fixed hourly rate for Associate	<u>\$140.00</u>
4. Fixed hourly rate for Legal Assistant	<u>\$85.00</u>

PRICING - COMPONENT B (VOLUME DISCOUNTS)

Percentage discount off hourly rates (Attorney and Legal Assistant(s) proposed in COMPONENT A above based on volume of all work billed over the course of the contract period (initial three (3) years).

1. If a contracted firm (Counsel) bills over \$250,000.00, it agrees to discount hourly rates by 10 % for all Attorneys, and 10 % for Legal Assistants.
2. If a contracted firm (Counsel) bills over \$500,000.00, it agrees to discount hourly rates by 15 % for all Attorneys, and 15 % for Legal Assistants.
3. If a contracted firm (Counsel) bills over \$750,000.00, it agrees to discount hourly rates by 200 % for all Attorneys, and 20 % for Legal Assistants.

PRICING - COMPONENT C (ALTERNATIVE COMPENSATION OPTIONS)

1. Applicant/Respondent is encouraged to suggest their own alternative compensation options that it wishes the County to consider (for example, flat rates for certain types of cases or work; monthly retainer arrangements for various work or representations; blended hourly rates; potential "of counsel" arrangements where office space and support might be provided by the County at their facilities for a reduced hourly rate; etc.). Provide alternate compensation option(s) below in clear, concise terms:

The firm will undertake up to 19 cases per year at the fixed
rate of \$350,000 per annum, payable monthly in equal installments
of \$29,166.00. The cases may be of any level of complexity, with
any number of defendants, at any stage of litigation, including
appeals. Counsel undersigned shall be responsible for staffing
the cases and paying other professionals required out of the flat
fee. There will be no additional compensation paid to counsel,
regardless of whether the case proceeds to trial.

**RICHARD STROHM, ATTORNEY, 8121 EAST INDIAN BEND ROAD, SUITE 128, SCOTTSDALE, AZ
85250**

SPECIALTY LEGAL SERVICES (PRACTICE AREAS) ARE OFFERED FOR THE FOLLOWING:

- Appellate Practice;
- Tort Liability;
- Medical Malpractice;
- Real Estate;
- Public Official Liability;
- Road, Building, Design Liability.

Contractor has agreed to acceptance of Amendment #1, and has provided the following document noting acceptance of the same. Effective date of Amendment #1 is December 23, 2008.

RICHARD STROHM, ATTORNEY, 8121 EAST INDIAN BEND ROAD, SUITE 128, SCOTTSDALE, AZ 85250

08038 AMENDMENT #1



MARICOPA COUNTY MATERIALS MANAGEMENT

Memo to: Supplemental Specialty Legal Services Providers
From: Stan Fisher, Senior Procurement Officer
Date: December 23, 2008
Re: AMENDMENT #1 CONTRACT 08038-ROQ, SUPPLEMENTAL SPECIALTY LEGAL SERVICES PROVIDERS – COUNTY ATTORNEY

Amendment #1 is issued to distinguish/separate the services provided by any awarded contractor, to the County. Via issuance of Amendment #1, these services shall be clearly defined/distinguished as "Legal Advice Services" and "Litigation Services". "Legal Advice Services" is NOT changed in any manner. "Litigation Services" are incorporated via subject amendment (Attachment B, AGREEMENT FOR LEGAL SERVICES). "Litigation Services" shall be provided at the direction of the County Manager.

The fee/compensation schedule in effect for this contract shall remain constant, regardless of the contractor/awardee elective determination regarding willingness to provide the service incorporated by Amendment #1.

Contractor/Awardee shall sign/acknowledge the provided amendment, if they wish to provide "Litigation Services" to the County, in full agreement/understanding of Amendment #1. Contractor/Awardee shall understand that they are not obligated to provide "Litigation Services". The determination to provide "Litigation Services" is contractor elective. As stated previously, NO changes will be made to subject contract, unless you/your firm acknowledges/sign/agree to the incorporation of "Litigation Services". Firms which agree to provide "Litigation Services" shall provide the appropriate signed acknowledgement documents to:

Maricopa County Materials Management
Stan Fisher, Senior Procurement Officer
320 W. Lincoln Street
Phoenix, AZ 85003

It is important that you understand this "cover letter" and the accompanying AMENDMENT #1, shall be provided (completed/signed), if your firm's elective determination is to provide "Litigation Services" to the County.

IF YOUR FIRM AGREES TO PROVIDE "LITIGATION SERVICES" TO THE COUNTY, YOUR RESPONSE SHALL BE RECEIVED AT THE ABOVE NOTED ADDRESS NOT LATER THAN CLOSE OF BUSINESS JANUARY 5, 2009.

IF YOUR FIRM DOES NOT WISH TO PROVIDE "LITIGATION SERVICES" TO THE COUNTY, NO RESPONSE IS REQUIRED

ACKNOWLEDGEMENT/ACCEPTANCE OF AMENDMENT #1, is indicated by completing the acknowledgement block below:

LAW OFFICE of RICHARD L. STROHM, P.C.
CONTRACTOR/AWARDEE

RICHARD L. STROHM, PRESIDENT
PRINTED NAME AND TITLE

[Handwritten Signature]
SIGNATURE

**RICHARD STROHM, ATTORNEY, 8121 EAST INDIAN BEND ROAD, SUITE 128, SCOTTSDALE, AZ
85250**

Terms: NET 30

Vendor Number: W000002538 X

Telephone Number: 480/889-3518

Fax Number: 480/889-3521

Contact Person: Richard Strohm

E-mail Address: rlslaw@att.net

Certificates of Insurance Required

Contract Period: To cover the period ending **June 30, 2011.**

**SWENSON, STORER, ANDREWS, FRAZELLE & SAYRE, 40 N. CENTRAL AVENUE, SUITE #1050,
PHOENIX, AZ 85004**

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: YES NO

PRICING SHEET NIGP CODE 9614912

PRICING - COMPONENT A

ITEM DESCRIPTION (FIXED HOURLY RATES)	FIXED HOURLY RATE	
1. Fixed hourly rate for Senior Partner	\$17.00 \$170.00	Administrative error correction retroactive to 7/1/08 Award date
2. Fixed hourly rate for Partner	<u>\$170.00</u>	
3. Fixed hourly rate for Associate	<u>\$135.00</u>	
4. Fixed hourly rate for Legal Assistant	<u>\$100.00</u>	

SPECIALTY LEGAL SERVICES (PRACTICE AREAS) ARE OFFERED FOR THE FOLLOWING:

- Appellate Practice;
- Attorney Conduct And Professionalism;
- Commercial; Litigation
- Construction Litigation;
- General Tort Liability;
- Insurance Contracts, including coverage and bad faith litigation;
- Legal Malpractice defense;
- Medical Malpractice Defense;
- Persona Injury;
- Public Official Liability;
- Road Design, Construction or Maintenance Liability;
- Section 1983 Civil Rights Defense.

Contractor has agreed to acceptance of Amendment #1, and has provided the following document noting acceptance of the same. Effective date of Amendment #1 is December 23, 2008.

SWENSON, STORER, ANDREWS, FRAZELLE & SAYRE, 40 N. CENTRAL AVENUE, SUITE #1050,
PHOENIX, AZ 85004

08038 AMENDMENT #1



MARICOPA COUNTY MATERIALS MANAGEMENT

Memo to: Supplemental Specialty Legal Services Providers
From: Stan Fisher, Senior Procurement Officer
Date: December 23, 2008
Re: AMENDMENT #1 CONTRACT 08038-ROQ, SUPPLEMENTAL SPECIALTY LEGAL SERVICES PROVIDERS – COUNTY ATTORNEY

Amendment #1 is issued to distinguish/separate the services provided by any awarded contractor, to the County. Via issuance of Amendment #1, these services shall be clearly defined/distinguished as "Legal Advice Services" and "Litigation Services". "Legal Advice Services" is NOT changed in any manner. "Litigation Services" are incorporated via subject amendment (Attachment B, AGREEMENT FOR LEGAL SERVICES). "Litigation Services" shall be provided at the direction of the County Manager.

The fee/compensation schedule in effect for this contract shall remain constant, regardless of the contractor/awardee elective determination regarding willingness to provide the service incorporated by Amendment #1.

Contractor/Awardee shall sign/acknowledge the provided amendment, if they wish to provide "Litigation Services" to the County, in full agreement/understanding of Amendment #1. Contractor/Awardee shall understand that they are not obligated to provide "Litigation Services". The determination to provide "Litigation Services" is contractor elective. As stated previously, NO changes will be made to subject contract, unless you/your firm acknowledge/sign/agree to the incorporation of "Litigation Services". Firms which agree to provide "Litigation Services" shall provide the appropriate signed acknowledgement documents to:

Maricopa County Materials Management
Stan Fisher, Senior Procurement Officer
320 W. Lincoln Street
Phoenix, AZ 85003

It is important that you understand this "cover letter" and the accompanying AMENDMENT #1, shall be provided (completed/signed), if your firm's elective determination is to provide "Litigation Services" to the County.

IF YOUR FIRM AGREES TO PROVIDE "LIGATION SERVICES" TO THE COUNTY, YOUR RESPONSE SHALL BE RECEIVED AT THE ABOVE NOTED ADDRESS NOT LATER THAN CLOSE OF BUSINESS JANUARY 5, 2009.

IF YOUR FIRM DOES NOT WISH TO PROVIDE "LITIGATION SERVICES" TO THE COUNTY, NO RESPONSE IS REQUIRED

ACKNOWLEDGEMENT/ACCEPTANCE OF AMENDMENT #1, is indicated by completing the acknowledgement block below:

Swenson Storer Andrews & Frazelle, P.C.
CONTRACTOR/AWARDEE

Michael J. Frazelle; Vice-President
PRINTED NAME AND TITLE

Michael J. Frazelle
SIGNATURE

**SWENSON, STORER, ANDREWS, FRAZELLE & SAYRE, 40 N. CENTRAL AVENUE, SUITE #1050,
PHOENIX, AZ 85004**

Terms: NET 30

Vendor Number: W000002683 X

Telephone Number: 602/274-4778

Fax Number: 602/274-5911

Contact Person: Michael J. Frazelle

E-mail Address: mfrazelle@swensonlaw.com

Certificates of Insurance Required

Contract Period: To cover the period ending **June 30, 2011.**

LON S. TAUBMAN P.C., 2600 N. CENTRAL AVENUE, SUITE 1760, PHOENIX, AZ 85004

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: YES NO

PRICING SHEET NIGP CODE 9614912

PRICING - COMPONENT A

ITEM DESCRIPTION (FIXED HOURLY RATES)	FIXED HOURLY RATE
1. Fixed hourly rate for Senior Partner	<u>\$245.00</u>
2. Fixed hourly rate for Partner	<u>\$225.00</u>
3. Fixed hourly rate for Associate	<u>\$220.00</u>
4. Fixed hourly rate for Legal Assistant	<u>\$125.00</u>

PRICING - COMPONENT B (VOLUME DISCOUNTS)

Percentage discount off hourly rates (Attorney and Legal Assistant(s) proposed in COMPONENT A above based on volume of all work billed over the course of the contract period (initial three (3) years).

1. If a contracted firm (Counsel) bills over \$250,000.00, it agrees to discount hourly rates by 15 % for all Attorneys, and 0 % for Legal Assistants.
2. If a contracted firm (Counsel) bills over \$500,000.00, it agrees to discount hourly rates by 15 % for all Attorneys, and 0 % for Legal Assistants.
3. If a contracted firm (Counsel) bills over \$750,000.00, it agrees to discount hourly rates by 15 % for all Attorneys, and 0 % for Legal Assistants.

SPECIALTY LEGAL SERVICES (PRACTICE AREAS) ARE OFFERED FOR THE FOLLOWING:

- Indigent Representation;
- Administrative Proceedings/Professional Disciplinary Proceedings;
- Due Process Hearings;
- Probate Litigation;
- Criminal Defense;
- Personal Injury;
- Court Appointed Advisor/Best Interests Attorney pursuant to Rule 10 of the Arizona Rules of Family Law Procedure;
- Complex Child Custody Litigation;
- Family Law;
- Grandparent's Rights;
- Severance and Adoption.

Contractor has agreed to acceptance of Amendment #1, and has provided the following document noting acceptance of the same. Effective date of Amendment #1 is December 23, 2008.

LON S. TAUBMAN P.C., 2600 N. CENTRAL AVENUE, SUITE 1760, PHOENIX, AZ 85004

08038 AMENDMENT #1



MARICOPA COUNTY MATERIALS MANAGEMENT

Memo to: Supplemental Specialty Legal Services Providers
From: Stan Fisher, Senior Procurement Officer
Date: December 23, 2008
Re: AMENDMENT #1 CONTRACT 08038-ROQ, SUPPLEMENTAL SPECIALTY LEGAL SERVICES PROVIDERS – COUNTY ATTORNEY

Amendment #1 is issued to distinguish/separate the services provided by any awarded contractor, to the County. Via issuance of Amendment #1, these services shall be clearly defined/distinguished as "Legal Advice Services" and "Litigation Services". "Legal Advice Services" is NOT changed in any manner. "Litigation Services" are incorporated via subject amendment (Attachment B, AGREEMENT FOR LEGAL SERVICES). "Litigation Services" shall be provided at the direction of the County Manager.

The fee/compensation schedule in effect for this contract shall remain constant, regardless of the contractor/awardee elective determination regarding willingness to provide the service incorporated by Amendment #1.

Contractor/Awardee shall sign/acknowledge the provided amendment, if they wish to provide "Litigation Services" to the County, in full agreement/understanding of Amendment #1. Contractor/Awardee shall understand that they are not obligated to provide "Litigation Services". The determination to provide "Litigation Services" is contractor elective. As stated previously, NO changes will be made to subject contract, unless you/your firm acknowledge/sign/agree to the incorporation of "Litigation Services". Firms which agree to provide "Litigation Services" shall provide the appropriate signed acknowledgement documents to:

Maricopa County Materials Management
Stan Fisher, Senior Procurement Officer
320 W. Lincoln Street
Phoenix, AZ 85003

It is important that you understand this "cover letter" and the accompanying AMENDMENT #1, shall be provided (completed/signed), if your firm's elective determination is to provide "Litigation Services" to the County.

IF YOUR FIRM AGREES TO PROVIDE "LITIGATION SERVICES" TO THE COUNTY, YOUR RESPONSE SHALL BE RECEIVED AT THE ABOVE NOTED ADDRESS NOT LATER THAN CLOSE OF BUSINESS JANUARY 5, 2009.

IF YOUR FIRM DOES NOT WISH TO PROVIDE "LITIGATION SERVICES" TO THE COUNTY, NO RESPONSE IS REQUIRED

ACKNOWLEDGEMENT/ACCEPTANCE OF AMENDMENT #1, is indicated by completing the acknowledgement block below:

Lon S. Taubman, P.C.
CONTRACTOR/AWARDEE

Lon S. Taubman, President
PRINTED NAME AND TITLE

[Signature]
SIGNATURE

LON S. TAUBMAN P.C., 2600 N. CENTRAL AVENUE, SUITE 1760, PHOENIX, AZ 85004

Terms: NET 15

Vendor Number: W000000684 X

Telephone Number: 602/266-9552

Fax Number: 602/279-6651

Contact Person: Lon S. Taubman

E-mail Address: office@taubmanlaw.com

Certificates of Insurance Required

Contract Period: To cover the period ending **June 30, 2011.**

CHARLES W. WHETSTINE P.C., 3101 N. CENTRAL SUITE 1600, PHOENIX, AZ 85012

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: YES NO

PRICING SHEET NIGP CODE 9614912

PRICING - COMPONENT A

ITEM DESCRIPTION (FIXED HOURLY RATES)	FIXED HOURLY RATE
1. Fixed hourly rate for Senior Partner	<u>\$300.00</u>
4. Fixed hourly rate for Legal Assistant	<u>\$140.00</u>

SPECIALTY LEGAL SERVICES (PRACTICE AREAS) ARE OFFERED FOR THE FOLLOWING:

- Legal services relating to tax and employee benefits matters;
- Represent the County with respect to ongoing legal questions and matters relating to the County's Cafeteria Plan and related documents.

Contractor has not agreed to acceptance of Amendment #1, and is therefore not "bound" by the provisions of that Amendment.

Terms: NET 30

Vendor Number: W000002686 X

Telephone Number: 602/200-7365

Fax Number: 602/277-2595

Contact Person: Charles W. Whetstine

E-mail Address: cwwpc@aol.com

Certificates of Insurance Required

Contract Period: To cover the period ending **June 30, 2011.**

WILENCHIK & BARTNESS P.C., 2810 NORTH THIRD STREET, PHOENIX, AZ 85004

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: YES NO

PRICING SHEET NIGP CODE 9614912

PRICING - COMPONENT A

ITEM DESCRIPTION (FIXED HOURLY RATES)	FIXED HOURLY RATE
1. Fixed hourly rate for Senior Partner	<u>\$225.00</u>
3. Fixed hourly rate for Associate	<u>\$150.00</u>
4. Fixed hourly rate for Legal Assistant	<u>\$50.00</u>

PRICING - COMPONENT B (VOLUME DISCOUNTS)

Percentage discount off hourly rates (Attorney and Legal Assistant(s) proposed in COMPONENT A above based on volume of all work billed over the course of the contract period (initial three (3) years).

1. If a contracted firm (Counsel) bills over \$250,000.00, it agrees to discount hourly rates by 10 % for all Attorneys, and 10 % for Legal Assistants.
2. If a contracted firm (Counsel) bills over \$500,000.00, it agrees to discount hourly rates by 12 % for all Attorneys, and 12 % for Legal Assistants.
3. If a contracted firm (Counsel) bills over \$750,000.00, it agrees to discount hourly rates by 15 % for all Attorneys, and 15 % for Legal Assistants.

SPECIALTY LEGAL SERVICES (PRACTICE AREAS) ARE OFFERED FOR THE FOLLOWING:

- Appellate Practice;
- Attorney Conduct And Professionalism;
- Commercial Transactions;
- Construction Litigation;
- Election Law;
- Eminent Domain And Relocation;
- General Governmental Practice
- Tort Liability;
- Insurance Contracts;
- Labor Law And Employment;
- Legislative Matters;
- Planning And Zoning;
- Real Estate Transactions;
- Section 1983 Civil Rights Defense;
- Property Tax Appeals, Tax Lien Sales And Foreclosures, Treasurer's Matters;
- Public Contracts And Procurement;
- Road, Building, Design and Construction or Maintenance Liability.

Contractor has agreed to acceptance of Amendment #1, and has provided the following document noting acceptance of the same. Effective date of Amendment #1 is December 23, 2008.

WILENCHIK & BARTNESS P.C., 2810 NORTH THIRD STREET, PHOENIX, AZ 85004

08038 AMENDMENT #1



MARICOPA COUNTY MATERIALS MANAGEMENT

Memo to: Supplemental Specialty Legal Services Providers
From: Stan Fisher, Senior Procurement Officer
Date: December 23, 2008
Re: AMENDMENT #1 CONTRACT 08038-ROQ, SUPPLEMENTAL SPECIALTY LEGAL SERVICES PROVIDERS - COUNTY ATTORNEY

Amendment #1 is issued to distinguish/separate the services provided by any awarded contractor, to the County. Via issuance of Amendment #1, these services shall be clearly defined/distinguished as "Legal Advice Services" and "Litigation Services". "Legal Advice Services" is NOT changed in any manner. "Litigation Services" are incorporated via subject amendment (Attachment B, AGREEMENT FOR LEGAL SERVICES). "Litigation Services" shall be provided at the direction of the County Manager.

The fee/compensation schedule in effect for this contract shall remain constant, regardless of the contractor/awardee elective determination regarding willingness to provide the service incorporated by Amendment #1.

Contractor/Awardee shall sign/acknowledge the provided amendment, if they wish to provide "Litigation Services" to the County, in full agreement/understanding of Amendment #1. Contractor/Awardee shall understand that they are not obligated to provide "Litigation Services". The determination to provide "Litigation Services" is contractor elective. As stated previously, NO changes will be made to subject contract, unless you/your firm acknowledge/sign/agree to the incorporation of "Litigation Services. Firms which agree to provide "Litigation Services" shall provide the appropriate signed acknowledgement documents to:

Maricopa County Materials Management
Stan Fisher, Senior Procurement Officer
320 W. Lincoln Street
Phoenix, AZ 85003

It is important that you understand this "cover letter" and the accompanying AMENDMENT #1, shall be provided (completed/signed), if your firm's elective determination is to provide "Litigation Services" to the County.

IF YOUR FIRM AGREES TO PROVIDE "LITIGATION SERVICES" TO THE COUNTY, YOUR RESPONSE SHALL BE RECEIVED AT THE ABOVE NOTED ADDRESS NOT LATER THAN CLOSE OF BUSINESS JANUARY 5, 2009.

IF YOUR FIRM DOES NOT WISH TO PROVIDE "LITIGATION SERVICES" TO THE COUNTY, NO RESPONSE IS REQUIRED

ACKNOWLEDGEMENT/ACCEPTANCE OF AMENDMENT #1, is indicated by completing the acknowledgement block below:

Wilenchik & Bartness P.C.
CONTRACTOR/AWARDEE

Dennis I. Wilenchik, President
PRINTED NAME AND TITLE

[Signature]
SIGNATURE

WILENCHIK & BARTNESS P.C., 2810 NORTH THIRD STREET, PHOENIX, AZ 85004

Terms: NET 30

Vendor Number: W000002510 X

Telephone Number: 602/606-2810

Fax Number: 602/606-2811

Contact Person: Dennis I. Wilenchik

E-mail Address: diw@wb-law.com

Certificates of Insurance Required

Contract Period: To cover the period ending **June 30, 2011.**

DEAN M. WOLCOTT, 1411 E. OSBORN ROAD, PHOENIX, AZ 85014

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: YES NO

PRICING SHEET NIGP CODE 9614912

PRICING - COMPONENT A

ITEM DESCRIPTION (FIXED HOURLY RATES)	FIXED HOURLY RATE
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1. Fixed hourly rate for Senior Partner	<u>\$105.00</u>
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PRICING - COMPONENT B (VOLUME DISCOUNTS)

Percentage discount off hourly rates (Attorney and Legal Assistant(s) proposed in COMPONENT A above based on volume of all work billed over the course of the contract period (initial three (3) years).

1. If a contracted firm (Counsel) bills over \$250,000.00, it agrees to discount hourly rates by 10 % for all Attorneys, and % for Legal Assistants.
2. If a contracted firm (Counsel) bills over \$500,000.00, it agrees to discount hourly rates by 15 % for all Attorneys, and % for Legal Assistants.
3. If a contracted firm (Counsel) bills over \$750,000.00, it agrees to discount hourly rates by 20 % for all Attorneys, and % for Legal Assistants.

SPECIALTY LEGAL SERVICES (PRACTICE AREAS) ARE OFFERED FOR THE FOLLOWING:

- Civil Litigation;
- Legal Advice and Representation In Matters Including Administrative Procedures;
- Statutory Interpretation;
- Open Meetings;
- Public Records;
- Schools and Election Law.

Contractor has agreed to acceptance of Amendment #1, and has provided the following document noting acceptance of the same. Effective date of Amendment #1 is December 23, 2008.

DEAN M. WOLCOTT, 1411 E. OSBORN ROAD, PHOENIX, AZ 85014

08038 AMENDMENT #1



MARICOPA COUNTY MATERIALS MANAGEMENT

Memo to: Supplemental Specialty Legal Services Providers
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Date: December 23, 2008
Re: AMENDMENT #1 CONTRACT 08038-ROQ, SUPPLEMENTAL SPECIALTY LEGAL SERVICES PROVIDERS – COUNTY ATTORNEY

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The fee/compensation schedule in effect for this contract shall remain constant, regardless of the contractor/awardee elective determination regarding willingness to provide the service incorporated by Amendment #1.

Contractor/Awardee shall sign/acknowledge the provided amendment, if they wish to provide "Litigation Services" to the County, in full agreement/understanding of Amendment #1. Contractor/Awardee shall understand that they are not obligated to provide "Litigation Services". The determination to provide "Litigation Services" is contractor elective. As stated previously, NO changes will be made to subject contract, unless you/your firm acknowledge/sign/agree to the incorporation of "Litigation Services". Firms which agree to provide "Litigation Services" shall provide the appropriate signed acknowledgement documents to:

Maricopa County Materials Management
Stan Fisher, Senior Procurement Officer
320 W. Lincoln Street
Phoenix, AZ 85003

It is important that you understand this "cover letter" and the accompanying AMENDMENT #1, shall be provided (completed/signed), if your firm's elective determination is to provide "Litigation Services" to the County.

IF YOUR FIRM AGREES TO PROVIDE "LIGATION SERVICES" TO THE COUNTY, YOUR RESPONSE SHALL BE RECEIVED AT THE ABOVE NOTED ADDRESS NOT LATER THAN CLOSE OF BUSINESS JANUARY 5, 2009.

IF YOUR FIRM DOES NOT WISH TO PROVIDE "LITIGATION SERVICES" TO THE COUNTY, NO RESPONSE IS REQUIRED

ACKNOWLEDGEMENT/ACCEPTANCE OF AMENDMENT #1, is indicated by completing the acknowledgement block below:

DEAN M. Wolcott
CONTRACTOR/AWARDEE

DEAN M. Wolcott
PRINTED NAME AND TITLE

[Signature]
SIGNATURE

DEAN M. WOLCOTT, 1411 E. OSBORN ROAD, PHOENIX, AZ 85014

Terms: NET 30

Vendor Number: W000002473 X

Telephone Number: 602/631/3971

Fax Number: 602/241-5537

Contact Person: Dean M. Wolcott

E-mail Address: dmwolcott@cox.net

Certificates of Insurance Required

Contract Period: To cover the period ending **June 30, 2011.**

ZWILLINGER, GEORGELOS & GREEK, 2425 E. CAMELBACK ROAD, SUITE 600, PHOENIX, AZ 85016

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: YES NO

PRICING SHEET NIGP CODE 9614912

PRICING - COMPONENT A

ITEM DESCRIPTION (FIXED HOURLY RATES)	FIXED HOURLY RATE
1. Fixed hourly rate for Senior Partner	<u>\$235.00</u>
2. Fixed hourly rate for Partner	<u>\$225.00</u>
3. Fixed hourly rate for Associate	<u>\$195.00</u>
4. Fixed hourly rate for Associate	<u>\$175.00</u>
5. Fixed hourly rate for Legal Assistant	<u>\$85.00</u>

PRICING - COMPONENT B (VOLUME DISCOUNTS)

Percentage discount off hourly rates (Attorney and Legal Assistant(s) proposed in COMPONENT A above based on volume of all work billed over the course of the contract period (initial three (3) years).

2. If a contracted firm (Counsel) bills over \$500,000.00, it agrees to discount hourly rates by 5.0 % for all Attorneys, and 5.0 % for Legal Assistants.
3. If a contracted firm (Counsel) bills over \$750,000.00, it agrees to discount hourly rates by 7.5 % for all Attorneys, and 7.5 % for Legal Assistants.

Specialty legal services (practice areas) are offered for the following:

- Appellate Practice;
- Commercial Transactions;
- Tort Liability;
- Insurance Contracts;
- Labor Law and Employment;
- Section 1983 Civil Rights Defense;
- Road, Design Construction, or Maintenance Liability.

Contractor has agreed to acceptance of Amendment #1, and has provided the following document noting acceptance of the same. Effective date of Amendment #1 is December 23, 2008.

ZWILLINGER, GEORGELOS & GREEK, 2425 E. CAMELBACK ROAD, SUITE 600, PHOENIX, AZ 85016

08038 AMENDMENT #1



MARICOPA COUNTY MATERIALS MANAGEMENT

Memo to: Supplemental Specialty Legal Services Providers
From: Stan Fisher, Senior Procurement Officer
Date: December 23, 2008
Re: AMENDMENT #1 CONTRACT 08038-ROQ, SUPPLEMENTAL SPECIALTY LEGAL SERVICES PROVIDERS – COUNTY ATTORNEY

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The fee/compensation schedule in effect for this contract shall remain constant, regardless of the contractor/awardee elective determination regarding willingness to provide the service incorporated by Amendment #1.

Contractor/Awardee shall sign/acknowledge the provided amendment, if they wish to provide "Litigation Services" to the County, in full agreement/understanding of Amendment #1. Contractor/Awardee shall understand that they are not obligated to provide "Litigation Services". The determination to provide "Litigation Services" is contractor elective. As stated previously, NO changes will be made to subject contract, unless you/your firm acknowledge/sign/agree to the incorporation of "Litigation Services. Firms which agree to provide "Litigation Services" shall provide the appropriate signed acknowledgement documents to:

Maricopa County Materials Management
Stan Fisher, Senior Procurement Officer
320 W. Lincoln Street
Phoenix, AZ 85003

It is important that you understand this "cover letter" and the accompanying AMENDMENT #1, shall be provided (completed/signed), if your firm's elective determination is to provide "Litigation Services" to the County.

IF YOUR FIRM AGREES TO PROVIDE "LIGATION SERVICES" TO THE COUNTY, YOUR RESPONSE SHALL BE RECEIVED AT THE ABOVE NOTED ADDRESS NOT LATER THAN CLOSE OF BUSINESS JANUARY 5, 2009.

IF YOUR FIRM DOES NOT WISH TO PROVIDE "LITIGATION SERVICES" TO THE COUNTY, NO RESPONSE IS REQUIRED

ACKNOWLEDGEMENT/ACCEPTANCE OF AMENDMENT #1, is indicated by completing the acknowledgement block below:

Zwillingier (George) & Greek P.C.
CONTRACTOR/AWARDEE

Scott M Zwillingier Stakeholder
PRINTED NAME AND TITLE

[Signature]
SIGNATURE

**ZWILLINGER, GEORGELOS & GREEK, 2425 E. CAMELBACK ROAD, SUITE 600, PHOENIX, AZ
85016**

Terms: NET 30

Vendor Number: W000002509 X

Telephone Number: 602/224-7888

Fax Number: 602/224-7889

Contact Person: Scott H. Zwillinger

E-mail Address: szwillinger@zgglawgroup.com

Certificates of Insurance Required

Contract Period: To cover the period ending **June 30, 2011.**