



PINAL COUNTY  
wide open opportunity

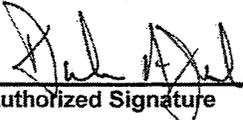
## Offer and Acceptance

Pinal County  
Finance Department  
31 N. Pinal St.  
Bldg. A  
P.O. Box 1348  
Florence, AZ 85132

### OFFER AND ACCEPTANCE FORM

TO PINAL COUNTY:

The undersigned hereby offers and agrees to furnish the material, service, or construction in compliance with all terms, conditions, specifications, and amendments in the Solicitation.

	Partner
Authorized Signature	Title
Douglas A. Jordan	March 29, 2016
Printed Name	Date
Jorden Bischoff & Hiser, PLC	(480) 505-3900
Company Name	Telephone
7272 East Indian School Road, Suite 360	Scottsdale, AZ 85251
Address	City, State, Zip

For clarification of this offer, contact:

Name: Doug Jorden Phone: (480) 505-3909 Fax: (480) 505-3901

Email: djorden@jordenbischoff.com

#### ACCEPTANCE OF OFFER (For Pinal County Use Only)

The offer is hereby accepted and the Responder is now bound to sell or provide the materials, services, or construction as indicated by the Purchase Order or Notice of Award and based upon the solicitation, including all terms, conditions, specifications, amendments, etc. and the Offer as accepted by Pinal County.

The contract is for: Specialty Legal Services

This contract shall henceforth be referenced to as Contract No. ROQ-151721. The Offeror is cautioned not to commence any billable work or to provide any material or service under this contract until Offeror receives an executed purchase order or notice to proceed.

Awarded this 1st day of June, 2016.

<u>Todd House</u>	<u>Chairman</u>	
Name (Print)	Title	Signature

Approved as to form:

  
Pinal County Attorney's Office



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### OFFER AND ACCEPTANCE FORM – Page 2

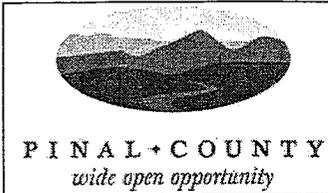
By signing the previous page of the Offer and Acceptance Form, Responder certifies:

- A. The submission of the bid did not involve collusion or other anti-competitive practices.
- B. The Responder shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246.
- C. The Responder has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Submittal.
- D. The Responder certifies that it complies with Executive Order 12549 related to Federal Government Debarment and Suspension (see 4-7)
- E. The Responder certifies that the individual signing the bid is an authorized agent for the Responder and has the authority to bind them to the contract.

Jorden Bischoff & Hiser, PLC

Firm

Authorized Signature



**ROQ – 151721  
Specialty Legal Services**

Pinal County  
Finance Department  
31 N. Pinal St.  
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P.O. Box 1348  
Florence, AZ 85132

**PROFESSIONAL SERVICES CONTRACT**

This Contract for Professional Services (the "Contract") is made as of the latest date beneath the executions appearing at the end of the Contract, by and between:

("Contractor"), with its principal place of business at (address)

**AND**

Pinal County ("County"), with its principal place of business at 31 North Pinal Street, Florence, AZ 85132.

**SECTION 1. PURPOSE AND SCOPE**

1. Contractor will furnish to the Customer by this Contract Professional Service(s) listed in the Statement of Work of the ROQ.
2. All pricing quoted in Schedule A: Pricing Supplement is valid for the term of the Contract.

**SECTION 2. TERM**

This Contract is effective from the date on which it is executed and will remain in effect for one year with four automatic one year renewal periods unless earlier terminated by mutual Contract of the parties.

**SECTION 3. PRICING AND PAYMENT TERMS**

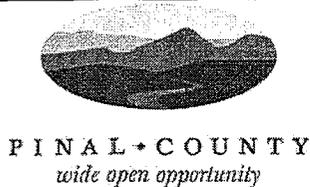
All pricing and terms associated with this professional service requested are specified on Schedule A of the Supplement.

**SECTION 4. INSURANCE**

Without limiting any of the Contractor's liabilities or other obligations, Contractor shall provide and maintain the insurance coverage listed in Section 7 of the Special Terms and Conditions, as well as the coverage listed below. Such coverage shall remain in full force and effect until obligations under this Contract are satisfied. At a minimum the professional liability insurance shall be kept in force at least two years after final payment to Contractor.

1. Professional Liability insurance covering errors and omissions arising out of the work or services performed by Contractor or any such person employed by him with a minimum limit of not less than One Million Dollars each claim.

All insurance shall be maintained with responsible insurance carriers qualified to do business within the State of Arizona.



ROQ – 151721  
Specialty Legal Services

Pinal County  
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Excepting the worker's compensation coverage, insurance certificates shall endorse Contractor as insured and Customer, its officials, employees and agents as additional insured and shall stipulate that the insurance afforded Contractor shall be primary insurance and that any insurance carried by Customer, its officials, employees or agents shall be excess and not contributory insurance to that provided by Contractor.

Certificates of insurance acceptable to Customer shall be issued to Customer prior to commencement of the Project as evidence that policies providing the required coverages, conditions and limits are in full force and effect. Such certificates shall contain provisions that coverage afforded under the policies will not be canceled, terminated or materially altered until at least thirty (30) days prior written notice is given to the Customer.

**SECTION 5. SUBCONTRACTOR INSURANCE**

In addition to insurance coverage required of Contractor, as set forth above, Contractor shall require insurance coverage in the same amounts from its Subcontractors on behalf of the Customer and Subcontractor shall comply with the paragraph entitled "Insurance" above, except certificates of insurance shall be issued and delivered to Customer prior to Subcontractor's performance under this contract.

**SECTION 6. INDEMNIFICATION**

In addition to the requirements in Section 6.2 of the Uniform Terms and Conditions, Contractor shall indemnify, defend, save and hold harmless Customer, its officials, employees and agents, from any and all claims, demands, suits, actions, proceedings, loss, costs and damages of every kind and description, including attorney's fees, litigation expenses and/or arbitration expenses, which may be brought or made against or incurred by Customer on account of loss of or damage to any property or for injuries to or death of any person, caused by, arising out of, or contributed to, by reason of any omission, professional error, fault, mistake or negligent act, whether active or passive, of Contractor, its employees, agents or representatives or Subcontractor, their employees, agents or representatives in connection with or incident to the performance of Contractor's employees and/or its Subcontractor's employees, or claims under similar such laws or obligations. Such indemnity shall not be limited by reason of remuneration of any insurance coverage herein provided. Such indemnity shall be required by Contractor from its Subcontractors on behalf of the Customer. Every provision of this indemnification paragraph shall survive the termination of this Contract.

**SECTION 7. NOTICE OF CLAIM**

Contractor is required to notify Customer of any claim filed against Contractor or Contractor's insurance company arising from services performed under this Contract within thirty (30) days of such filing.

**SECTION 8. CLAIMS/LIMITATION OF ACTION**

No action shall be maintained by Contractor, its successors or assigns, against Customer on any claim based upon or arising out of this Contract or out of anything done in connection with

 <p><b>PINAL COUNTY</b> <i>wide open opportunity</i></p>	<p style="text-align: center;"><b>ROQ – 151721</b> <b>Specialty Legal Services</b></p>	<p style="text-align: right;">Pinal County Finance Department 31 N. Pinal St. Bldg. A P.O. Box 1348 Florence, AZ 85132</p>
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this Contract unless such action shall be commenced within one year of the termination of this Contract.

**SECTION 9. CANCELLATION OR TERMINATION OF CONTRACT**

The County may cancel or terminate this Contract as set forth in Sections 3.6, 3.15, 4.5 and 9 of the Uniform Terms and Conditions.

**SECTION 10. INCORPORATION OF UNIFORM GENERAL TERMS AND CONDITIONS**

The Contractor agrees that the county's Uniform General Terms and Conditions for this ROQ are incorporated herein as if they were recited in full. If the Contractor takes exception to any such Terms and Conditions, such exception is fully explained on Response Form 1 and is subject to acceptance in writing by the County.

**SECTION 11. DISPUTE RESOLUTION**

Any disputes between the Customer and Contractor shall be resolved under the Pinal County Purchasing Code's Contract Dispute Process. In the event of litigation over the performance of this Contract, the prevailing party shall be entitled to attorney's fees and costs incurred during the course of litigation. This Contract shall be governed by the laws of the State of Arizona. In the event of a suit filed by either Contractor or the Customer under this Contract, the venue of such suit shall be the Superior Court of the State of Arizona in and for the County of Pinal, Florence, Arizona.

**SECTION 12. MISCELLANEOUS**

- a) **Assignability.** This contract is non-assignable in whole or in part by either party without the written consent of both parties.
- b) **Authority of Signatory.** The individuals signing this Contract and any supplements, warrant that they have been duly authorized and vested with the power to do so on behalf of their entity.
- c) **Beneficiaries.** This Contract shall inure solely to the benefit of Contractor and Customer, and shall create no rights in any other person or entity.
- d) **Comparable Treatment.** All of the prices, terms, warranties and benefits granted by Contractor herein are comparable to or better than the equivalent terms being offered by Contractor to any similar situated customer.
- e) **Exhibits, Plats, Riders and Addenda.** All plats, riders, exhibits or addenda, if any, affixed to the Contract are a part hereof.
- f) **Force Majeure.** Neither party shall be deemed in default for any delay or failure to have fulfilled its obligations under this Contract due to causes beyond its control.



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ROQ – 151721  
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Pinal County  
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- g) **General Compliance with Laws.** Contractor is required to comply with all applicable federal and state laws and local ordinances and regulations.
- h) **Headings.** The headings for each paragraph of this Contract are for convenience and reference purposes only and in no way define, limit or describe the scope or intent of said paragraphs or of this Contract nor in any way affect this Contract.
- i) **Incorporation of Documents.** All documents referred to in this Contract are hereby incorporated by reference into the Contract.
- j) **Independent Contractor.** Contractor acknowledges that it is an independent Contractor; that it alone retains control of the manner of conducting its activities in furtherance of the Contract; that it as well as any persons or agents as it may employ are not employees of the Customer; and that neither this Contract, nor the administration thereof, shall operate to render or deem either party hereto the agent or employee of the other.
- k) **Retention of Records.** The Contractor and any Subcontractor shall keep and maintain all records related to the Contract as set forth in Section 3.2 of the Uniform Terms and Conditions.
- l) **Severability.** If any part of the Contract shall be adjudged by any court of competent jurisdiction to be invalid, such judgment will not affect or nullify the remainder of the Contract.
- m) **Survival.** Not as a waiver of any remedies either party may be entitled to under this Contract, the "Indemnification", "Retention of Records", and "Dispute Resolution" provisions will survive the termination of the Contract.
- n) **Time of Essence.** Under the authority of the Contract, both parties understand that time is of the essence.
- o) **Waiver.** Waiver of any of the terms of this Contract shall not be valid unless it is in writing and signed by all parties. The failure of either party to enforce the provisions of this Contract or require performance by opponent of any of the provisions shall not be construed as a waiver of such provisions or affect the right of either party to thereafter enforce the provisions of the Contract. Waiver of any breach of the Contract shall not be held to be a waiver of any other or subsequent breach of the Contract.
- p) **Governing Law.** This Contract shall be governed by and construed in accordance with the laws of the State of Arizona as further described in Section 5-1 and 5-2 of the Uniform General Terms and Conditions.



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ROQ - 151721  
Specialty Legal Services

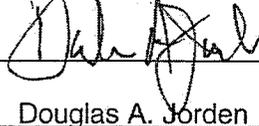
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Florence, AZ 85132

**MODIFICATIONS** to this Contract shall be in writing and signed by both parties.

**IN WITNESS WHEREOF**, the parties have executed this Contract for Professional Services as of the 1st day of June, 2016.

**CONTRACTOR**

Jorden Bischoff & Hiser, PLC

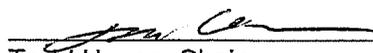
  
\_\_\_\_\_

By: Douglas A. Jorden

Title: Partner

Date: March 29, 2016

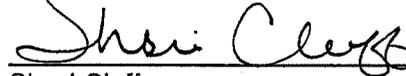
**PINAL COUNTY**

  
\_\_\_\_\_

Todd House, Chairman  
Board of Supervisors

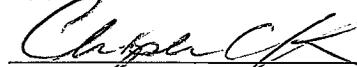
Date: 6/1/16

**ATTEST:**

  
\_\_\_\_\_

Sheri Cluff  
Clerk of the Board

**Approved as to Form:**

  
\_\_\_\_\_

Chris Keller, Deputy County Attorney



 <p><b>PINAL COUNTY</b> <i>wide open opportunity</i></p>	<p><b>ROQ – 151721</b> <b>Specialty Legal Services</b></p>	<p>Pinal County Finance Department 31 N. Pinal St. Bldg. A P.O. Box 1348 Florence, AZ 85132</p>
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**SCHEDULE A: PRICING SUPPLEMENT**

The hourly rate of \$ \_\_\_\_\_ will be the rate for all authorized and approved Specialty Legal Services under this contract. This rate will include all costs associated with these services. *(NOTE: Respondent may provide a table of costs based on expertise of employee i.e. Senior Partner, Partner, Senior Associate or Of Counsel, Associate, Paralegal, Administrative Support.)*

**Responder Response:**

HOURLY BILLING RATE TABLE		
Senior Partner	Partner	Paralegal
\$255	\$200	\$110

**THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**

**RESPONSE**

**TO**

**PINAL COUNTY SOLICITATION**

**ROQ-151721**

**—**

**SPECIALTY LEGAL SERVICES**

**SUBMITTED BY:**

**JORDEN BISCHOFF & HISER, PLC  
7272 East Indian School Road, Suite 360  
Scottsdale, AZ 85251  
Phone: (480) 505-3909  
Contact: Doug Jorden, Partner**

**ROQ-151721**

**SECTION 1**

**1.1 OFFER & ACCEPTANCE FORM**

**1.2 ADDENDUM ACKNOWLEDGMENT FORM**

**1.3 W-9 FORM**

**1.4 RESPONDER'S CHECKLIST**



**PINAL COUNTY**  
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## Offer and Acceptance

Pinal County  
Finance Department  
31 N. Pinal St.  
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P.O. Box 1348  
Florence, AZ 85132

### OFFER AND ACCEPTANCE FORM

#### TO PINAL COUNTY:

The undersigned hereby offers and agrees to furnish the material, service, or construction in compliance with all terms, conditions, specifications, and amendments in the Solicitation.

	Partner
_____ Authorized Signature	_____ Title
Douglas A. Jordan	March 29, 2016
_____ Printed Name	_____ Date
Jorden Bischoff & Hiser, PLC	(480) 505-3900
_____ Company Name	_____ Telephone
7272 East Indian School Road, Suite 360	Scottsdale, AZ 85251
_____ Address	_____ City, State, Zip

#### For clarification of this offer, contact:

Name: Doug Jorden Phone: (480) 505-3909 Fax: (480) 505-3901

Email: djorden@jordenbischoff.com

#### ACCEPTANCE OF OFFER (For Pinal County Use Only)

The offer is hereby accepted and the Responder is now bound to sell or provide the materials, services, or construction as indicated by the Purchase Order or Notice of Award and based upon the solicitation, including all terms, conditions, specifications, amendments, etc. and the Offer as accepted by Pinal County.

The contract is for: Specialty Legal Services

This contract shall henceforth be referenced to as Contract No. ROQ-151721. The Offeror is cautioned not to commence any billable work or to provide any material or service under this contract until Offeror receives an executed purchase order or notice to proceed.

Awarded this \_\_\_\_\_ day of \_\_\_\_\_ 2016.

_____ Name (Print)	_____ Title	_____ Signature
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Approved as to form:

\_\_\_\_\_  
Pinal County Attorney's Office



P I N A L • C O U N T Y  
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## Offer and Acceptance

Pinal County  
Finance Department  
31 N. Pinal St.  
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### OFFER AND ACCEPTANCE FORM – Page 2

By signing the previous page of the Offer and Acceptance Form, Responder certifies:

- A. The submission of the bid did not involve collusion or other anti-competitive practices.
- B. The Responder shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246.
- C. The Responder has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Submittal.
- D. The Responder certifies that it complies with Executive Order 12549 related to Federal Government Debarment and Suspension (see 4-7)
- E. The Responder certifies that the individual signing the bid is an authorized agent for the Responder and has the authority to bind them to the contract.

Jorden Bischoff & Hiser, PLC

Firm

Authorized Signature



PINAL COUNTY  
wide open opportunity

# Addendum Acknowledgement Form

Pinal County  
Finance Department  
31 N. Pinal St.  
Bldg. A  
P.O. Box 1348  
Florence, AZ 85132

## ADDENDUM ACKNOWLEDGEMENT FORM

Solicitation Addendums are posted on the Pinal County website at the following address:

<http://pinalcountyaz.gov/Purchasing/Pages/CurrentSolicitations.aspx>. It is the responsibility of the Responder to periodically check this website for any Solicitation Addendum.

This page is used to acknowledge any and all addendums that might be issued. Any addendum issued within five days of the solicitation due date, will include a new due date to allow for addressing the addendum issues. Your signature indicates that you took the information provided in the addendums into consideration when providing your complete response.

Please sign and date:

ADDENDUM NO. 1 Acknowledgement



Signature

March 29, 2016

Date

ADDENDUM NO. 2 Acknowledgement

Signature

Date

ADDENDUM NO. 3 Acknowledgement

Signature

Date

*If no addendums were issued*, indicate below, sign the form and return with your response.

\_\_\_\_\_  
Firm

\_\_\_\_\_  
Authorized Signature



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## Responder's Checklist

Pinal County  
Finance Department  
31 N. Pinal St.  
Bldg. A  
P.O. Box 1348  
Florence, AZ 85132

### RESPONDERS CHECKLIST

	Yes/No
Did you <b>sign</b> your Offer sheet? <i>See Page 33 &amp; 34 of this solicitation.</i>	Yes
Did you acknowledge all addendums, if any? <i>See page 30. Any addendums would be posted on the Pinal County website on the Bids/Proposals page of the Finance/Purchasing Department.</i>	Yes
Did you complete all required Response Forms? <i>Any Response forms would be posted on the Pinal County website on the Bids/Proposals page of the Finance/Purchasing Department.</i>	Yes
Did you include your W-9 Form? <i>See page 31 of this solicitation.</i>	Yes
Did you include any necessary attachments?	Yes
Is the outside of your sealed submittal marked with the Solicitation #, Due Date and Time? <i>See page 1 for this information.</i>	NA
Did you include one original and the required number of copies? <i>See page 1 for the quantity.</i>	NA
Did you follow the order for submissions of documents? <i>See Section 3.4 – Offer format in the Special Instructions of this solicitation.</i>	Yes
Did you include proof of insurance(s) if requested?	N/A

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

**ROQ-151721**

**SECTION 2 – RESPONSE FORM 1**

	<b>Response Form 1</b> <b>ROQ-151721</b> <b>Specialty Legal Services</b>	Pinal County Finance Department 31 N. Pinal St. Bldg. A P.O. Box 1348 Florence, AZ 85132
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**Responder Name: JORDEN BISCHOFF & HISER, PLC**

Responders shall complete the following Response Form, indicating their responses in the spaces provided. Additional pages may be added so long as they are clearly referenced in the spaces provided.

**Please note: Any exception to the terms and conditions of the ROQ will not be accepted. Compliance to Terms and Conditions has been identified as an evaluation criterion for this solicitation.**

**Acceptability of Responses**

Offers that do not include fully completed copies of Response Forms 1 and 2 may cause the entire offer to be deemed unacceptable and therefore non-responsive. Forms with incomplete or unacceptable responses will also be considered non-responsive.

**1 Responders Profile**

1.1 Provide the name of the person who will be the primary Respondent and the address for the primary servicing office. Please also include a resume for major assistants or staff.

Firm Name: Jorden Bischoff & Hiser, PLC

Mailing Address: 7272 East Indian School Road, Suite 360

City: Scottsdale State: AZ Zip Code: 85251

Representative Name: Douglas A. Jorden Title: Member

Phone Number: (480) 505-3909 Fax Number: (480) 505-3901

Email Address: djorden@jordenbischoff.com

1.2 Provide the number of years local servicing office has been working with County/State Agency Clients.

20+ years

Doug Jorden – 40 years

1.3 How many years of experience does the local Respondent have: Elizabeth Alongi – 12 years years

1.4 How many years of experience does the key employee have: \_\_\_\_\_ years

1.5 Will a Business Liaison be assigned to our account? Yes \_\_\_\_\_ No X

If yes, identify who: \_\_\_\_\_

	<b>Response Form 1</b> <b>ROQ-151721</b> <b>Specialty Legal Services</b>	Pinal County Finance Department 31 N. Pinal St. Bldg. A P.O. Box 1348 Florence, AZ 85132
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Liaison Phone: \_\_\_\_\_

Liaison Email Address: \_\_\_\_\_

How many years of experience does Liaison have handling public entity clients? \_\_\_\_\_ years

**2 Areas of Practice**

Respondent shall indicate the areas of practice they meet the mandatory requirements for (see Section 2.1 of Statement of Work).

Area of Practice	Check Yes or No	
	Yes	No
Appellate Practice		X
Attorney conduct and professionalism		X
Bond and disclosure counsel		X
Collections and bankruptcy		X
Commercial transactions and litigation		X
Construction litigation		X
Contractual liability defense		X
Election and voter registration law		X
Eminent domain and relocation		X
Environmental law		X
Federal and State taxation matters		X
General governmental practice (open meetings, public records, etc.)		X
General litigation		X
Health care, including public health and managed care		X
Housing		X
Immigration law		X

	<b>Response Form 1</b> <b>ROQ-151721</b> <b>Specialty Legal Services</b>	Pinal County Finance Department 31 N. Pinal St. Bldg. A P.O. Box 1348 Florence, AZ 85132
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Infrastructure design		<b>X</b>
Insurance contracts		<b>X</b>
Intellectual property		<b>X</b>
Labor law and enforcement		<b>X</b>
Land use	<b>X</b>	
Legislative matters		<b>X</b>
Medical malpractice		<b>X</b>
Mental Health		<b>X</b>
Planning and zoning	<b>X</b>	
Probate litigation		<b>X</b>
Property tax appeals, tax lien sales and foreclosures, Treasurer's matters		<b>X</b>
Public contracts and procurement	<b>X</b>	
Public official liability		<b>X</b>
Public fiduciary		<b>X</b>
Real estate transactions	<b>X</b>	
Road design, construction or maintenance liability		<b>X</b>
Section 1983 civil rights defense		<b>X</b>
Special taxing district law		<b>X</b>
Tort liability		<b>X</b>

	<b>Response Form 1</b> <b>ROQ-151721</b> <b>Specialty Legal Services</b>	Pinal County Finance Department 31 N. Pinal St. Bldg. A P.O. Box 1348 Florence, AZ 85132
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**3 References**

Please list a MINIMUM of three (3), preferably five (5), clients for whom you have performed services similar to the Statement of Work in this solicitation.

1. Company Name: Lone Butte Development Corporation  
Address: 1235 South Akimel Lane, Chandler, AZ 85226  
Contact Person: Esther Manuel, General Manager  
Phone: (480) 899-5280 ;5633 Email Address: esther@lbidc.com  
Project Name: Various

2. Company Name: Town of Paradise Valley, Arizona  
Address: 6401 East Lincoln Drive, Paradise Valley, AZ 85253  
Contact Person: Andrew Miller, Town Attorney  
Phone: (480) 348-3526 Email Address: amiller@paradiseparadisevalleyaz.gov  
Project Name: Group Homes, Development Agreement

3. Company Name: Calvis Wyant Luxury Homes, Inc.  
Address: 8755 East Bell Road, Scottsdale, AZ 85260  
Contact Person: Tony Calvis, Owner  
Phone: (480) 905-4202 Email Address: tony@calviswyant.com  
Project Name: Various

4. Company Name: City of Prescott, Arizona  
Address: P.O. Box 2059, Prescott, AZ 86302-2059  
Contact Person: Matt Podracky, Senior Assistant City Attorney  
Phone: (928) 777-1274 Email Address: matt.podracky@prescott-az.gov  
Project Name: Crossings at Willow Creek

5. Company Name: Grosvenor Holdings, L.C.  
Address: 11811 North Tatum Boulevard, Suite 1060, Phoenix, AZ 85028  
Contact Person: Chuck Kennedy, Owner  
Phone: (602) 867-6501 Email Address: ckennedy@grosvenorholdings.com  
Project Name: Various

	<p>Response Form 1 ROQ-151721 Specialty Legal Services</p>	<p>Pinal County Finance Department 31 N. Pinal St. Bldg. A P.O. Box 1348 Florence, AZ 85132</p>
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**4 Prior Experience**

Please provide examples of projects previously conducted that are related to the work described in the ROQ. Description should include the client name, description of the type of work performed, approximate date the work was completed and the professional staff who participated. (Additional pages may be used if necessary)

***Responder Response:***

**Pinal County, AZ**

Pinal County Comprehensive Plan Update – Legal Review and Analysis.  
Project Management Liaison: Peggy Fiandaca, AICP.  
Work Completed: 2009

**Paradise Valley, AZ**

Development Agreement for Resort  
Project Liaison: Andrew Miller, Town Attorney  
Work Completed: 2015

**Maricopa County, AZ**

Maricopa County Zoning Hearing Officer  
Project Liaison: Charles Hart, Senior Planner  
Work Completed: 2016

**Town of Prescott, AZ**

Land Use Litigation – Crossings at Willow Creek  
Project Liaison: Matt Podracky, Senior Assistant Town Attorney  
Work Completed: 2013

**City of Phoenix, AZ**

City of Phoenix Zoning Hearing Officer  
Project Liaison: Tee Russo, Lead Legal Secretary  
Work Completed: 2007

**Lake Havasu City, AZ**

Lake Havasu City – Group Home/Sober Living Home Land Use Issue  
Project Liaison: Kelly Garry, City Attorney  
Work Completed: 2014

 <p>PINAL COUNTY <i>wide open opportunity</i></p>	<p>Response Form 1 ROQ-151721 Specialty Legal Services</p>	<p>Pinal County Finance Department 31 N. Pinal St. Bldg. A P.O. Box 1348 Florence, AZ 85132</p>
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**5. Resumes**

Please provide resumes for each professional who will assist in providing services or be a member of the project team. Resumes must include qualifications and experience of each professional. (Additional pages may be used if necessary)

***Responder Response:***

**DOUGLAS A. JORDEN** is a founding member of the Jordan Bischoff & Hiser law firm in Scottsdale, Arizona. He practices in the areas of land use, zoning, municipal law, real estate, environmental, and Indian law. Mr. Jordan's clients include a publicly-traded waste management company, developers, local governments, an industrial park located on Indian land, and other persons with real estate, land use, and environmental concerns. Mr. Jordan received his B.A. in 1972 and his J.D. in 1976 from the University of Arkansas, and is admitted to practice in Arizona, Arkansas, California, and Colorado. Prior to entering private practice, Mr. Jordan was Town Attorney for the Town of Paradise Valley, Arizona from 1978 to 1982. He was a Zoning Hearing Officer for the City of Phoenix and is currently serving as a Hearing Officer for Maricopa County. Mr. Jordan served on the Regional Advisory Board of the Rocky Mountain Land Use Institute based in Denver, Colorado for over 20 years, and has also served as Chair of the City of Phoenix Environmental Quality Commission and Chair of the State Bar of Arizona Continuing Legal Education Committee. Mr. Jordan is co-author of Arizona Land Use Law, the treatise on Arizona zoning and land use law published by the State Bar of Arizona. In addition, he has lectured on land use and environmental issues on behalf of the State Bar of Arizona, the Arizona Planning Association, the League of Arizona Cities and Towns, the Arizona Department of Commerce, and the Rocky Mountain Land Use Institute. Mr. Jordan's professional affiliations include the American Bar Association, the State Bar of Arizona, the Arkansas Bar Association, the State Bar of California, the Colorado Bar Association, and the Arizona Planning Association. Mr. Jordan has been recognized by his peers for his achievements in the fields of land use, zoning, real estate, and Native American law by his selection to Best Lawyers and to Super Lawyers.

**ELIZABETH A. ALONGI** practices in the areas of land use, zoning, municipal law, real estate and Indian law. Ms. Alongi received her B.A. (cum laude) at Benedictine College in 1992 and her J.D. (cum laude) at the University of Arizona in 2004 where she served as a managing editor of the Arizona Law Review. Ms. Alongi served as a law clerk for the Honorable James B. Sult of the Arizona Court of Appeals. Ms. Alongi is licensed to practice in Arizona and New Mexico.

**End of Response Form 1 for ROQ - 151721 Specialty Legal Services**

JORDEN BISCHOFF & HISER, PLC  
7272 EAST INDIAN SCHOOL ROAD, SUITE 360  
SCOTTSDALE, AZ 85251

**ROQ-151721**

**SECTION 3 – COMPLETED ATTACHMENT A – PROFESSIONAL SERVICES CONTRACT,  
INCLUDING SCHEDULE A – PRICING**

	<p><b>ROQ – 151721</b>  <b>Specialty Legal Services</b></p>	<p>Pinal County  Finance Department  31 N. Pinal St.  Bldg. A  P.O. Box 1348  Florence, AZ 85132</p>
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**PROFESSIONAL SERVICES CONTRACT**

This Contract for Professional Services (the “Contract”) is made as of the latest date beneath the executions appearing at the end of the Contract, by and between:

(“Contractor”), with its principal place of business at (address)

**AND**

Pinal County (“County”), with its principal place of business at 31 North Pinal Street, Florence, AZ 85132.

**SECTION 1. PURPOSE AND SCOPE**

1. Contractor will furnish to the Customer by this Contract Professional Service(s) listed in the Statement of Work of the ROQ.
2. All pricing quoted in Schedule A: Pricing Supplement is valid for the term of the Contract.

**SECTION 2. TERM**

This Contract is effective from the date on which it is executed and will remain in effect for one year with four automatic one year renewal periods unless earlier terminated by mutual Contract of the parties.

**SECTION 3. PRICING AND PAYMENT TERMS**

All pricing and terms associated with this professional service requested are specified on Schedule A of the Supplement.

**SECTION 4. INSURANCE**

Without limiting any of the Contractor’s liabilities or other obligations, Contractor shall provide and maintain the insurance coverage listed in Section 7 of the Special Terms and Conditions, as well as the coverage listed below. Such coverage shall remain in full force and effect until obligations under this Contract are satisfied. At a minimum the professional liability insurance shall be kept in force at least two years after final payment to Contractor.

1. Professional Liability insurance covering errors and omissions arising out of the work or services performed by Contractor or any such person employed by him with a minimum limit of not less than One Million Dollars each claim.

All insurance shall be maintained with responsible insurance carriers qualified to do business within the State of Arizona.

	<p><b>ROQ – 151721</b>  <b>Specialty Legal Services</b></p>	<p>Pinal County  Finance Department  31 N. Pinal St.  Bldg. A  P.O. Box 1348  Florence, AZ 85132</p>
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Excepting the worker’s compensation coverage, insurance certificates shall endorse Contractor as insured and Customer, its officials, employees and agents as additional insured and shall stipulate that the insurance afforded Contractor shall be primary insurance and that any insurance carried by Customer, its officials, employees or agents shall be excess and not contributory insurance to that provided by Contractor.

Certificates of insurance acceptable to Customer shall be issued to Customer prior to commencement of the Project as evidence that policies providing the required coverages, conditions and limits are in full force and effect. Such certificates shall contain provisions that coverage afforded under the policies will not be canceled, terminated or materially altered until at least thirty (30) days prior written notice is given to the Customer.

**SECTION 5. SUBCONTRACTOR INSURANCE**

In addition to insurance coverage required of Contractor, as set forth above, Contractor shall require insurance coverage in the same amounts from its Subcontractors on behalf of the Customer and Subcontractor shall comply with the paragraph entitled “Insurance” above, except certificates of insurance shall be issued and delivered to Customer prior to Subcontractor’s performance under this contract.

**SECTION 6. INDEMNIFICATION**

In addition to the requirements in Section 6.2 of the Uniform Terms and Conditions, Contractor shall indemnify, defend, save and hold harmless Customer, its officials, employees and agents, from any and all claims, demands, suits, actions, proceedings, loss, costs and damages of every kind and description, including attorney’s fees, litigation expenses and/or arbitration expenses, which may be brought or made against or incurred by Customer on account of loss of or damage to any property or for injuries to or death of any person, caused by, arising out of, or contributed to, by reason of any omission, professional error, fault, mistake or negligent act, whether active or passive, of Contractor, its employees, agents or representatives or Subcontractor, their employees, agents or representatives in connection with or incident to the performance of Contractor’s employees and/or its Subcontractor’s employees, or claims under similar such laws or obligations. Such indemnity shall not be limited by reason of remuneration of any insurance coverage herein provided. Such indemnity shall be required by Contractor from its Subcontractors on behalf of the Customer. Every provision of this indemnification paragraph shall survive the termination of this Contract.

**SECTION 7. NOTICE OF CLAIM**

Contractor is required to notify Customer of any claim filed against Contractor or Contractor’s insurance company arising from services performed under this Contract within thirty (30) days of such filing.

**SECTION 8. CLAIMS/LIMITATION OF ACTION**

No action shall be maintained by Contractor, its successors or assigns, against Customer on any claim based upon or arising out of this Contract or out of anything done in connection with

	<p>ROQ – 151721 Specialty Legal Services</p>	<p>Pinal County Finance Department 31 N. Pinal St. Bldg. A P.O. Box 1348 Florence, AZ 85132</p>
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this Contract unless such action shall be commenced within one year of the termination of this Contract.

## **SECTION 9. CANCELLATION OR TERMINATION OF CONTRACT**

The County may cancel or terminate this Contract as set forth in Sections 3.6, 3.15, 4.5 and 9 of the Uniform Terms and Conditions.

## **SECTION 10. INCORPORATION OF UNIFORM GENERAL TERMS AND CONDITIONS**

The Contractor agrees that the county's Uniform General Terms and Conditions for this ROQ are incorporated herein as if they were recited in full. If the Contractor takes exception to any such Terms and Conditions, such exception is fully explained on Response Form 1 and is subject to acceptance in writing by the County.

## **SECTION 11. DISPUTE RESOLUTION**

Any disputes between the Customer and Contractor shall be resolved under the Pinal County Purchasing Code's Contract Dispute Process. In the event of litigation over the performance of this Contract, the prevailing party shall be entitled to attorney's fees and costs incurred during the course of litigation. This Contract shall be governed by the laws of the State of Arizona. In the event of a suit filed by either Contractor or the Customer under this Contract, the venue of such suit shall be the Superior Court of the State of Arizona in and for the County of Pinal, Florence, Arizona.

## **SECTION 12. MISCELLANEOUS**

- a) **Assignability.** This contract is non-assignable in whole or in part by either party without the written consent of both parties.
- b) **Authority of Signatory.** The individuals signing this Contract and any supplements, warrant that they have been duly authorized and vested with the power to do so on behalf of their entity.
- c) **Beneficiaries.** This Contract shall inure solely to the benefit of Contractor and Customer, and shall create no rights in any other person or entity.
- d) **Comparable Treatment.** All of the prices, terms, warranties and benefits granted by Contractor herein are comparable to or better than the equivalent terms being offered by Contractor to any similar situated customer.
- e) **Exhibits, Plats, Riders and Addenda.** All plats, riders, exhibits or addenda, if any, affixed to the Contract are a part hereof.
- f) **Force Majeure.** Neither party shall be deemed in default for any delay or failure to have fulfilled its obligations under this Contract due to causes beyond its control.



ROQ – 151721  
Specialty Legal Services

Pinal County  
Finance Department  
31 N. Pinal St.  
Bldg. A  
P.O. Box 1348  
Florence, AZ 85132

- g) **General Compliance with Laws.** Contractor is required to comply with all applicable federal and state laws and local ordinances and regulations.
- h) **Headings.** The headings for each paragraph of this Contract are for convenience and reference purposes only and in no way define, limit or describe the scope or intent of said paragraphs or of this Contract nor in any way affect this Contract.
- i) **Incorporation of Documents.** All documents referred to in this Contract are hereby incorporated by reference into the Contract.
- j) **Independent Contractor.** Contractor acknowledges that it is an independent Contractor; that it alone retains control of the manner of conducting its activities in furtherance of the Contract; that it as well as any persons or agents as it may employ are not employees of the Customer; and that neither this Contract, nor the administration thereof, shall operate to render or deem either party hereto the agent or employee of the other.
- k) **Retention of Records.** The Contractor and any Subcontractor shall keep and maintain all records related to the Contract as set forth in Section 3.2 of the Uniform Terms and Conditions.
- l) **Severability.** If any part of the Contract shall be adjudged by any court of competent jurisdiction to be invalid, such judgment will not affect or nullify the remainder of the Contract.
- m) **Survival.** Not as a waiver of any remedies either party may be entitled to under this Contract, the “Indemnification”, “Retention of Records”, and “Dispute Resolution” provisions will survive the termination of the Contract.
- n) **Time of Essence.** Under the authority of the Contract, both parties understand that time is of the essence.
- o) **Waiver.** Waiver of any of the terms of this Contract shall not be valid unless it is in writing and signed by all parties. The failure of either party to enforce the provisions of this Contract or require performance by opponent of any of the provisions shall not be construed as a waiver of such provisions or affect the right of either party to thereafter enforce the provisions of the Contract. Waiver of any breach of the Contract shall not be held to be a waiver of any other or subsequent breach of the Contract.
- p) **Governing Law.** This Contract shall be governed by and construed in accordance with the laws of the State of Arizona as further described in Section 5-1 and 5-2 of the Uniform General Terms and Conditions.



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ROQ – 151721  
Specialty Legal Services

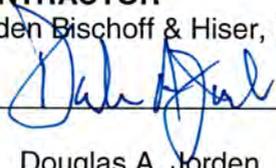
Pinal County  
Finance Department  
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P.O. Box 1348  
Florence, AZ 85132

**MODIFICATIONS** to this Contract shall be in writing and signed by both parties.

**IN WITNESS WHEREOF**, the parties have executed this Contract for Professional Services as of the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**CONTRACTOR**

Jorden Bischoff & Hiser, PLC

  
\_\_\_\_\_

By: Douglas A. Jorden

Title: Partner

Date: March 29, 2016

**PINAL COUNTY**

\_\_\_\_\_  
Todd House, Chairman  
Board of Supervisors

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Sheri Cluff  
Clerk of the Board

**Approved as to Form:**

\_\_\_\_\_  
Chris Keller, Deputy County Attorney

	<p>ROQ – 151721 Specialty Legal Services</p>	<p>Pinal County Finance Department 31 N. Pinal St. Bldg. A P.O. Box 1348 Florence, AZ 85132</p>
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## SCHEDULE A: PRICING SUPPLEMENT

The hourly rate of \$ \_\_\_\_\_ will be the rate for all authorized and approved Specialty Legal Services under this contract. This rate will include all costs associated with these services. *(NOTE: Respondent may provide a table of costs based on expertise of employee i.e. Senior Partner, Partner, Senior Associate or Of Counsel, Associate, Paralegal, Administrative Support.)*

*Responder Response:*

HOURLY BILLING RATE TABLE		
Senior Partner	Partner	Paralegal
\$255	\$200	\$110

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