



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.

Diane M. Miller Attorney/owner
 Authorized Signature Title

Diane M. Miller 3-24-16
 Printed Name Date

Law Offices of Diane M. Miller PLLC 602-354-5251
 Company Name Telephone

815 N. 1st Ave, Suite 2 Phoenix, AZ 85003
 Address City, State, Zip

For clarification of this offer, contact:

Name: Diane Miller Phone: 602-354-5251 Fax: 602-354-5265

Email: dm@dianemillerlaw.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.

Todd Hause Chairman [Signature]
 Name (Print) Title Signature

Approved as to form:
[Signature]
 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.

Law Offices of Diane M. Miller PLLC

Firm

Diane M. Miller

Authorized Signature

 <p>P I N A L • C O U N T Y <i>wide open opportunity</i></p>	<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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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:

The Law Offices of Diane M. Miller, PLLC ("Contractor"), with its principal place of business at 815 N. 1st Avenue, STE 2, Phoenix, AZ 85003

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

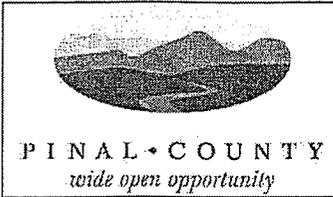
All pricing and terms associated with this professional service requested are specified on Schedule A of the Supplement.

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
Finance Department
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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



P I N A L • C O U N T Y
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ROQ – 151721
Specialty Legal Services

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

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 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.

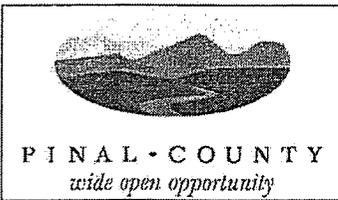


P I N A L • C O U N T Y
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ROQ – 151721
Specialty Legal Services

Pinal County
Finance Department
31 N. Pinal St.
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Florence, AZ 85132

- 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.
- 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.



ROQ - 151721
Specialty Legal Services

Pinal County
Finance Department
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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 29th day of March, 2016.

CONTRACTOR

By: Diane M. Miller

Title: Owner/Managing Member

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



PINAL COUNTY
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ROQ – 151721
Specialty Legal Services

Pinal County
Finance Department
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SCHEDULE A: PRICING SUPPLEMENT

Please see attached

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.)*

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

The Law Offices of Diane M. Miller, PLLC

815 North First Avenue, Suite 2
Phoenix, Arizona 85003
602.354.5251
602.354.5265 fax
dianemillerlaw.com

Schedule A: Pricing Supplement

PINAL COUNTY
Statement of Qualifications
ROQ-151721
Specialty Legal Services

Fee Schedule for Services and Payment Terms prepared by
The Law Offices of Diane M. Miller, PLLC

PARTNER:	\$265 PER HOUR
ASSOCIATE:	\$175 PER HOUR
LEGAL INTERN:	\$135 PER HOUR
PARALEGAL:	\$120 PER HOUR

TERMS:

Terms are per Schedule A.

815 North First Avenue, Suite 2
Phoenix, Arizona 85003
602.354.5251
602.354.5265 fax
dianemillerlaw.com

March 25, 2016

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

Re: ROQ-151721 Specialty Legal Services

Dear Sir or Madam:

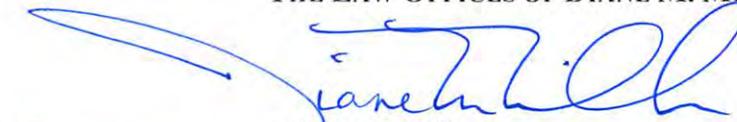
This letter is written in response to the above Request for Qualifications. The Law Offices of Diane M. Miller, PLLC desires to perform eminent domain legal services for Pinal County. The firm is in compliance with the Affirmative Action requirements of the Equal Opportunity Department. The Law Offices of Diane M. Miller, PLLC is certified as a Woman-owned Business.

The Law Offices of Diane M. Miller, PLLC is a boutique firm consisting of an experienced condemnation trial lawyer and her specialized staff. Our practice is limited to eminent domain litigation and related legal support and advice regarding a wide range of public property acquisition issues. As you will see from the attached information, we have many years' experience representing and working with governmental entities statewide. We have managed the legal work for projects ranging from single acquisitions to large, complex transportation projects, from design through condemnation and appeal. We have represented Pinal County on a variety of matters between 2007 and 2014, particularly with regard to multiple acquisitions for the Hunt Highway and look forward to the continued opportunity to represent Pinal County.

Thank you for your consideration.

Very truly yours,

THE LAW OFFICES OF DIANE M. MILLER, PLLC



Diane M. Miller

815 North First Avenue, Suite 2
Phoenix, Arizona 85003
602.354.5251
602.354.5265 fax
dianemillerlaw.com

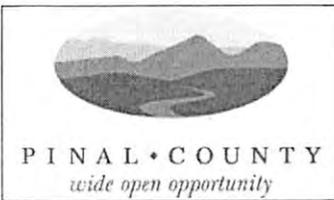
Section 1

Offer & Acceptance

W-9

Addendum Acknowledgement Form

Responders Checklist



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.

Handwritten signature: Diane M. Miller, Attorney/owner
Authorized Signature Title
Printed Name: Diane M. Miller Date: 3-24-16
Company Name: Law Offices of Diane M. Miller PLLC Telephone: 602-354-5251
Address: 815 N. 1st Ave, Suite 2 City, State, Zip: Phoenix, AZ 85003

For clarification of this offer, contact:

Name: Diane Miller Phone: 602-354-5251 Fax: 602-354-5265

Email: dm@dianemillerlaw.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

Approved as to form:

Pinal County Attorney's Office

 <p>PINAL COUNTY <i>wide open opportunity</i></p>	<h2>Offer and Acceptance</h2>	<p>Pinal County Finance Department 31 N. Pinal St. Bldg. A P.O. Box 1348 Florence, AZ 85132</p>
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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.

Law Offices of Diane M. Miller PLLC
Firm


Authorized Signature

 <p>PINAL COUNTY <i>wide open opportunity</i></p>	<h2 style="text-align: center;">Addendum Acknowledgement Form</h2>	<p style="text-align: center;">Pinal County Finance Department 31 N. Pinal St. Bldg. A P.O. Box 1348 Florence, AZ 85132</p>
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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 Date

[Handwritten Signature] 3-25-16

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

RESPONDERS CHECKLIST

	Yes/No
Did you sign your Offer sheet? <i>See Page 33 & 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?	Yes

815 North First Avenue, Suite 2
Phoenix, Arizona 85003
602.354.5251
602.354.5265 fax
dianemillerlaw.com

Section 2

Response Form 1

 <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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Responder Name: *Responder Response*

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: The Law Offices of Diane M. Miller, PLLC

Mailing Address: 815 N. 1st Avenue, Suite 2

City: Phoenix State: Arizona Zip Code: 85003

Representative Name: Diane M. Miller Title: Owner/Managing member/attorney

Phone Number: (602) 354-5251 Fax Number: (602) 354-5265

Email Address: dm@dianemillerlaw.com

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

10 years

1.3 How many years of experience does the local Respondent have: 32 years

1.4 How many years of experience does the key employee have: 32 years

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

If yes, identify who: _____



PINAL COUNTY
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Response Form 1
ROQ-151721
Specialty Legal Services

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

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



PINAL • COUNTY
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Response Form 1
ROQ-151721
Specialty Legal Services

Pinal County
Finance Department
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Florence, AZ 85132

Infrastructure design		X
Insurance contracts		X
Intellectual property		X
Labor law and enforcement		X
Land use		X
Legislative matters		X
Medical malpractice		X
Mental Health		X
Planning and zoning		X
Probate litigation		X
Property tax appeals, tax lien sales and foreclosures, Treasurer's matters		X
Public contracts and procurement		X
Public official liability		X
Public fiduciary		X
Real estate transactions		X
Road design, construction or maintenance liability		X
Section 1983 civil rights defense		X
Special taxing district law		X
Tort liability		X



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Response Form 1
ROQ-151721
Specialty Legal Services

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

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. **Please see References attached**

1. Company Name: _____
Address: _____
Contact Person: _____
Phone: _____ Email Address: _____
Project Name: _____

2. Company Name: _____
Address: _____
Contact Person: _____
Phone: _____ Email Address: _____
Project Name: _____

3. Company Name: _____
Address: _____
Contact Person: _____
Phone: _____ Email Address: _____
Project Name: _____

4. Company Name: _____
Address: _____
Contact Person: _____
Phone: _____ Email Address: _____
Project Name: _____

5. Company Name: _____
Address: _____
Contact Person: _____
Phone: _____ Email Address: _____
Project Name: _____

815 North First Avenue, Suite 2
Phoenix, Arizona 85003
602.354.5251
602.354.5265 fax
dianemillerlaw.com

REFERENCES

THE LAW OFFICES OF DIANE M. MILLER, PLLC

1. Damian Fellows
Asst. City Attorney
City of Tucson
255 W. Alameda
Tucson, AZ 85726
520-791-4221
Damian.Fellows@tucsonaz.gov

I have continuously represented the City of Tucson since 2013 on a variety of cases along Grant and Houghten Roads as well as on prior rights litigation against Qwest on the Houghten Road corridor. I am also currently handling cases for the City on the new Downtown Links project.

2. Jami Spear
Right of Way Project Manager
City of Phoenix
251 W. Washington, 8th Floor
Phoenix, AZ 85003
602-262-6844
jami.spear@phoenix.gov

I began working for the City of Phoenix on a variety of roadway and waterline cases in 2008 and have represented the City continuously since then. I specifically worked with Ms. Spear on a variety of condemnation cases along the Northwest Extension of Light Rail since 2010.

3. Glenn Brockman
City Attorney
City of Chandler
PO Box 4008, MS 602
Chandler, Arizona 85244
480-782-4643
glenn.brockman@chandleraz.gov

I have continuously represented the City of Chandler on numerous condemnation cases since 2009. Once such case, regarding the JX Nippon property along the SR-101 corridor went

to trial in November 2015 and resulted in a jury verdict in the exact amount of the City's appraisal opinion by Dennis Lopez. The opposing attorney was Dale Zeitlin.

4. Dale Harman, SR/WA
Pinal County Public Works Dept.
Real Estate Section
PO Box 727
Florence, AZ 85132
520-866-6982
gnz@svgarizona.com

Ms. Harmon and I worked together for several years to successfully acquire several parcels of property needed for the Hunt Highway and Sonoqui Wash projects, as well as parcels needed for other projects, including a contested valuation case with the State Land Department for property needed for the Apache Junction Water Company.



PINAL COUNTY
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Response Form 1
ROQ-151721
Specialty Legal Services

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

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

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

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

815 North First Avenue, Suite 2
Phoenix, Arizona 85003
602.354.5251
602.354.5265 fax
dianemillerlaw.com

Firm Profile

The Law Offices of Diane M. Miller, PLLC is a boutique firm of an experienced condemnation lawyer and her staff. Our practice is limited to eminent domain litigation and related legal support regarding a wide range of issues including agency advice, right of way and design consultation, acquisition and property valuation.

We work on eminent domain cases every day.
It is what we do. It is all we do.

The firm currently represents government agencies in eminent domain litigation and property acquisition projects statewide. Projects include acquisitions for new roads and parkways, roadway widenings, a freeway interchange, utility easements, an airport, wetlands/open space preservation, flood control, and light rail. Specific issues of interest include railroad, utility and intergovernmental agreements, access management, donation agreements, exactions, rights of entry, billboards, and prior rights.

Our knowledge, experience and expertise, combined with our proven trial skills, make The Law Offices of Diane M. Miller, PLLC an outstanding choice for your public agency's general project advice, right of way, acquisition and condemnation litigation needs.

Diane M. Miller and her team have extensive experience working on right of way acquisition projects, as part of the project team and handling individual condemnation cases. As part of the project team, we work with appraisers, designers, engineers, land planners, right of way and acquisition professionals, utilities, other governmental entities and stakeholders, and property owners. Our participation assists the agency and its consultants by considering and exploring alternatives aimed at minimizing project impacts and costs as part of the design process.

We ensure that all legal documents, such as purchase agreements, extended occupancy agreements, waivers and donations, and intergovernmental, utility and railroad agreements are properly and timely addressed. We assist in pre-condemnation negotiations with property owners, other stakeholders, and their lawyers. If a property goes to condemnation, we know in advance what the issues will be which helps us efficiently and effectively evaluate, litigate, mediate and/or try the case.

We assist in choosing consultants and appraisers who both know their fields and make effective trial witnesses. We ensure project consistency and quality in the appraisals before the offers are made. This helps reduce litigation and hold down project costs.

We know a good appraisal from a bad one. We have the day to day experience necessary to recognize the flaws in an appraiser's methodology or data selection and either remedy or exploit them. Attorneys dabbling in this field tend to rely on their appraiser, as the "expert", to explain their case to them. Even otherwise experienced trial lawyers generally lack the ability to critically evaluate an appraiser's opinion. We evaluate appraisals and appraisers efficiently and effectively because we have been doing it every day for years.

Not all appraisals or appraisers are created equal. Appraisals are opinions. Opinions are only as persuasive as the facts upon which they are based and the person expressing them. We know which appraisers make good witnesses and which ones do not. We know how to help choose appraisers who understand the unique problems, methods and legal requirements of eminent domain valuation.

We know the law. Ms. Miller has practiced exclusively eminent domain law for over 30 years. She regularly lectures on Arizona eminent domain law and related topics.

We try cases. Our opponents recognize that we know this area of the law and regularly try condemnation cases. They know that we are not going to be fooled, bullied or bluffed. They know we are effective condemnation trial counsel.

We know our opponents and their experts. We know their likely tacks and tactics because we have seen them before. Arizona is fortunate to have a small group of elite, experienced eminent domain attorneys on both sides of the bar. We know them all and have litigated numerous cases with each of them. We are acknowledged within the eminent domain community as one of the few private firms representing government whose lawyers belong to this exclusive group.

We know and are known by other agencies and their lawyers. We have the ability to coordinate and work effectively with other agencies because we have experience doing it and they trust us. We value our reputation within the government community as knowledgeable, thorough and competent.

815 North First Avenue, Suite 2
Phoenix, Arizona 85003
602.354.5251
602.354.5265 fax
dianemillerlaw.com

Attorney Profile

Diane M. Miller has been litigating condemnation cases since 1984 representing condemning authorities. For sixteen years, she represented the Arizona Department of Transportation (ADOT) in projects statewide. She was a lead attorney for the U.S. 60 (Grand Avenue) project from the City of Glendale northwest to Morristown and for the State Route 179 All American Highway project through Oak Creek and Sedona. She was responsible for the I-10 project through Tucson, from Cortero Road through and including the I-10/I-19 traffic interchange. Ms. Miller has represented various governmental entities in acquisition projects and eminent domain litigation throughout Arizona.

Ms. Miller was the State of Arizona's lead attorney for outdoor advertising issues. She was also an author of the State Route 179 access management plan, which ADOT is adapting to its model statewide. During her career she has condemned property for freeways, roads, schools, airports, flood control, parks and utilities.

Since leaving the AGO in 2006, Ms. Miller has represented the Cities of Phoenix, Tucson, Glendale, Chandler, and Marana doing work on both large and small projects. Ms. Miller also represented Pinal County on a variety of acquisitions, including several for Hunt Highway, from 2007 to 2014.

A proven condemnation trial lawyer, Ms. Miller is the only attorney in the history of the Arizona Attorney General's Office to be twice recognized as Litigator of the Year. Ms. Miller has presented at the Federal Highway Administration National Conferences, the CLE Annual Conference on Arizona Eminent Domain Law and International Right of Way Association meetings.

Ms. Miller is a graduate of Rutgers University and Arizona State University Law School.

DIANE M. MILLER

The Law Offices of Diane M. Miller, PLLC
815 North First Avenue, Suite Two
Phoenix, Arizona 85003
Phone: 602-354-5251
Fax: 602-354-5265
dm@dianemillerlaw.com

EXPERIENCE:

- 1/12 to Present **The Law Offices of Diane M. Miller, PLLC, Owner**
Represents condemning agencies statewide in eminent domain litigation and provides consulting services regarding design, acquisition and real estate valuation.
- 3/06 to 12/11 **Miller Kramer, PLLC, Partner**
Represented condemning agencies statewide in eminent domain litigation and provides consulting services regarding design, acquisition and real estate valuation.
- 4/90 to 2/06 **Arizona Attorney General's Office, Assistant Attorney General**
Represented the Arizona Department of Transportation in right of way acquisition and eminent domain litigation for highway projects statewide, including US 60 from Glendale northeast to Morristown; I-10 in Pima County from Orange Grove Road through the I-10/I-19 Interchange and SR 179 from the Village of Oak Creek to the Y-interchange with SR 89A in Sedona. Twice recognized as Litigator of the Year.
- 2/88 to 2/90 **Heron, Burchette, Ruckert & Rothwell, Senior Associate Attorney**
Commercial litigation emphasizing eminent domain. Special City Attorney for the cities of Phoenix and Chandler for roadway and revitalization projects.
- 1/83 to 1/88 **DeConcini McDonald Brammer Yetwin & Lacy, PC, Associate Attorney**
Law clerk 1/83 to 9/84
General civil litigation emphasizing eminent domain.

EDUCATION:

- 1984 Arizona State University College of Law, J.D., cum laude
1981 Rutgers University, B.A.

BAR ADMISSIONS:

- 1984 Arizona
Federal District Court for Arizona
- 1985 U.S. Ninth Circuit Court of Appeals

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Section 3

Attachment A – Professional Services Contract

Schedule A - Pricing

	ROQ – 151721 Specialty Legal Services	Pinal County Finance Department 31 N. Pinal St. Bldg. A P.O. Box 1348 Florence, AZ 85132
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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:

The Law Offices of Diane M. Miller, PLLC ("Contractor"), with its principal place of business at
815 N. 1st Avenue, STE 2, Phoenix, AZ 85003

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.

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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

 <p>PINAL COUNTY <i>wide open opportunity</i></p>	<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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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 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.

	<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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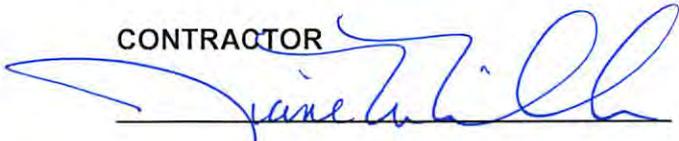
- f) **Force Majeure.** Neither party shall be deemed in default for any delay or failure to have fulfilled its obligations under this Contract due to causes beyond its control.
- g) **General Compliance with Laws.** Contractor is required to comply with all applicable federal and state laws and local 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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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 29th day of March, 2016.

CONTRACTOR



By: Diane M. Miller

Title: Owner/Managing Member

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



PINAL • COUNTY
wide open opportunity

ROQ – 151721
Specialty Legal Services

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

SCHEDULE A: PRICING SUPPLEMENT

Please see attached

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.)*

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815 North First Avenue, Suite 2
Phoenix, Arizona 85003
602.354.5251
602.354.5265 fax
dianemillerlaw.com

Schedule A: Pricing Supplement

PINAL COUNTY
Statement of Qualifications
ROQ-151721
Specialty Legal Services

Fee Schedule for Services and Payment Terms prepared by
The Law Offices of Diane M. Miller, PLLC

PARTNER:	\$265 PER HOUR
ASSOCIATE:	\$175 PER HOUR
LEGAL INTERN:	\$135 PER HOUR
PARALEGAL:	\$120 PER HOUR

TERMS:

Terms are per Schedule A.