

# ORIGINAL Southwest Civic Profession



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Services Agreement for the  
Development of Administrative Procedures

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AZ CORP COMMISSION  
DOCUMENT CONTROL

DATE: September 13, 2001 (offer valid for 30-days)

W-02105A-03-0303

**PARTIES:**

Mt. Tipton Water Company, Inc.  
P.O. Box 38  
Dolan Springs, AZ 86441

Southwest Civic Professionals, Inc.  
an Arizona corporation  
2303 North 44<sup>th</sup> Street, Suite 14-1121  
Phoenix, Arizona 85008-2442

"Client"

"Consultant"

Arizona Corporation Commission  
**DOCKETED**

JAN 14 2004

DOCKETED BY *AM*

**CLIENT AND CONSULTANT AGREE AS FOLLOWS:**

**PROJECT:**

Preparation and development of customized administrative procedures handbook.

**SCOPE OF SERVICES:**

Preparation and development of customized administrative procedures handbook (s). The master handbook will be divided into approximately 7 (seven) sections suitable for use as a desk-top reference. The master handbook will serve as a historical archive for the organizational development of the district and will contain the following vital components:

- I. Board of Directors Activities & Procedures for a DWID
- II. Administration of Human Resources
- III. Fiscal Control Procedures
- IV. Public Relations/Customer Service
- V. Overall Board Meeting Coordination Procedures
- VI. Complete Overview of System Operation Services
- VII. Miscellaneous Tasks - Procedures

Client agrees that Consultant is not responsible for any services not expressly included in this Scope of Services, and that Consultant is not responsible to perform, supervise or administer any professional services or construction services in connection with the Project; all such services to be provided by others.

**COMPENSATION:**

Client agrees to compensate Consultant for the services provided hereunder as follows:

CHAPTER	COST
I. Board of Directors Activities & Procedures for a DWID	\$5,000
II. Administration of Human Resources	\$5,000
III. Fiscal Control Procedures	\$4,500
IV. Public Relations/Customer Service	\$2,500
V. Overall Board Meeting Coordination Procedures	\$4,000
VI. Complete Overview of System Operation Services	\$3,000
VII. Miscellaneous Tasks - Procedures	\$1,000
<b>TOTAL</b>	<b>\$25,000</b>

**GENERAL CONDITIONS:**

1. Consultant shall invoice Client as a draft of each chapter is written. Client shall pay such invoice upon receipt. Invoices not paid within ten (10) days of the invoice date shall be subject to a late payment charge of one percent (1%) per month until paid. Invoices shall be deemed correct and accepted by Client unless Client provides Consultant with written notice of any error or discrepancy within seven (7) days after receipt thereof.

2. If Client fails to pay an invoice when due, Consultant may suspend all services until such invoice is paid in full. If payment in full is not made within sixty (60) days of the invoice date, Consultant may treat such nonpayment as a material breach of this Agreement by the Client and terminate this Agreement.

3. Consultant shall perform its services with ordinary diligence and care and skill. No special requirements or standard of performance shall be presumed unless specifically stated in the Scope of Services.

4. Consultant shall sign certifications only if Consultant approves the form of such certification prior to the commencement of services, and provided such certification is limited to a statement of Consultant's opinion or observation and does not constitute a warranty or guarantee, express or implied.

5. Services provided under this Agreement, including all reports, information or recommendations prepared or issued by Consultant, are for the exclusive use of the Client for the Project specified. No other use is authorized under this Agreement, and no third parties may rely on such services unless Consultant gives written consent to such reliance. Client shall not distribute or convey Consultant's reports or recommendations to any person or organization other than those identified in the Project description without Consultant's written authorization. Client releases Consultant from liability and agrees to defend, indemnify, protect and hold harmless Consultant from any and all claims, liabilities, damages or expenses arising, in whole or in part, from such unauthorized distribution.

6. Consultant's reports, logs, maps, field data, drawings, test results and other similar documents are instruments of Consultant's services, not products. Consultant reserves the right to copyright such documents; however, such copyright is not intended to limit the Client's use of the services provided under this Agreement other than as described in Section 5 above.

If ownership of Consultant's copyright is expressly transferred to Client in the Scope of Services, that provision shall override this portion of the General Conditions.

7. Client shall make available to Consultant all information regarding existing conditions, including the existence of hazardous or dangerous materials, and proposed uses of the Project site. Client shall transmit immediately to Consultant any new information that becomes available or any change in plans. Client releases Consultant from liability for any incorrect advice, judgment or decision based on any inaccurate information furnished by Client or others. Client agrees to defend, indemnify, protect and hold harmless Consultant from any and all claims, liabilities, damages or expenses arising, in whole or in part, from such information.

8. Client shall secure the permission necessary to allow Consultant's personnel and equipment access to the Project site at no cost to Consultant.

9. Client shall be responsible for securing all necessary approvals, resolutions, or other authorizations needed for funding or development of the Project, unless otherwise agreed in writing.

10. Consultant is not responsible for the completion or quality of work that is dependent upon or performed by the Client or third parties not under the direct control of Consultant, nor is Consultant responsible for their acts or omissions or for any damages resulting therefrom.

11. Neither Client nor any other person may change or modify Consultant's work product without Consultant's written authorization. Client releases Consultant from liability and agrees to defend, indemnify, protect and hold harmless Consultant from any and all claims, liabilities, damages or expenses arising, in whole or in part, from such unauthorized changes or modifications.

12. Client waives any claim against Consultant and agrees to defend, indemnify, protect and hold harmless Consultant from any and all claims, liabilities, damages or expenses, including but not limited to delay of the Project, reduction of property value, fear of or actual exposure to or release of toxic or hazardous substances, and any consequential damages of whatever nature, which may arise directly or indirectly as a result of the services provided by Consultant under this Agreement, unless such injury or loss is caused by the sole negligence or willful misconduct of Consultant.

13. Client agrees to limit Consultant's liability due to negligence and to any liability arising out of or relating to this Agreement to the amount of \$2,500. This limit applies to all services on this Project, whether provided under this Agreement or subsequent agreements. This limit can only be modified in writing, agreed to and signed by authorized representatives of the parties.

14. All disputes between Consultant and Client, except for those arising out of the failure of Client to timely pay Consultant's fees, shall be submitted to non-binding mediation before either party may initiate litigation or arbitration on the claim. Either party may demand mediation by serving a written notice stating the issues or claims in dispute, and requiring that the mediation commence within sixty (60) days of service of notice. The mediation shall be administered by the American Arbitration Association or by such other person or organization as the parties may agree upon. If the mediation is unsuccessful in resolving the dispute, or it does not occur within seventy (70) days after service of demand for mediation, either party may pursue other legal measures to resolve the dispute.

15. Consultant is protected by Worker's Compensation Insurance, Employer's Liability Insurance, General Liability Insurance and Automobile Liability Insurance for bodily injury and property damage, and will furnish evidence thereof to Client upon request. Consultant will not provide any other insurance coverages to Client unless such requirement is specifically noted in the Scope of Services and an appropriate adjustment is made in Consultant's fee.

16. Consultant shall not be responsible for jobsite safety in connection with the Project. Consultant agrees to abide by the requirements of any safety program implemented by Client or another contractor in connection with the Project.

17. Client solely shall be responsible for notifying all appropriate municipal, regional, state or federal agencies and prospective buyers of the existence of any hazardous or dangerous materials located on or in the Project site, or discovered during the performance of this Agreement, as may be required by such agencies.

18. In the event Consultant's work is interrupted due to delays other than delays caused by Consultant, Consultant shall be compensated equitably (based on Consultant's current Schedule of Charges) for the additional labor or other charges associated with maintaining its work force for Client's benefit during the delay, or at the option of the Client, for charges incurred by Consultant for demobilization and subsequent remobilization.

19. If, during the course of performance of this Agreement, conditions or circumstances are discovered that were not contemplated by Consultant at the commencement of this Agreement, Consultant shall notify Client in writing of the newly discovered conditions or circumstances, and Client and Consultant shall renegotiate, in good faith, the terms and conditions of this Agreement. If amended terms and conditions cannot be agreed upon within thirty (30) days after notice, Consultant may terminate this Agreement and be compensated under Section 20 of these General Conditions.

20. This Agreement may be terminated by either party upon ten (10) days written notice, sent by first class mail, or certified mail (return receipt requested). If this Agreement is not previously completed or terminated according to its terms, this Agreement shall terminate twenty-four (24) months after the date of execution hereof. In the event of a termination for convenience or Client's breach, Client shall pay for all services performed through the tenth (10<sup>th</sup>) day after mailing the notice of termination and Consultant's reasonable demobilization costs, if any. The limitation of liability and indemnity obligations of this Agreement shall be binding notwithstanding any termination or expiration of this Agreement.

21. Except for actions, such as for enforcement of mechanic's liens, which are required by statute to be brought in a specific venue, the forum and venue for any claim or cause of action arising from or relating to this Agreement shall be Maricopa County Superior Court. Client waives the right to have the suit brought, or tried in, or removed to, any other county or court.

22. Neither Client nor Consultant shall assign its interest in this Agreement without the written consent of the other.

23. This Agreement, including attachments incorporated herein by reference, represents the entire contract and understanding between the parties. The terms of this Agreement will prevail over any different or additional terms in Client's purchase order, request for proposal or other forms unless agreed to in writing by Consultant. Any modification to this Agreement shall be made in writing and signed by authorized representatives of the parties. One or more waivers of any term, condition or covenant by either party shall not be construed as a waiver of any other term, condition or covenant.

24. Client and Consultant acknowledge that each has read and agrees to all terms and conditions stated herein, and any that are incorporated herein by reference and made a part of this Agreement, and that this Agreement applies to all services performed by Consultant for Client with Client's permission or on Client's behalf, whether or not such services are included in the above Scope of Services. The individuals signing this Agreement on behalf of the respective parties represent and warrant that they have authority to do so and to bind such party thereby.

This Agreement has been executed and is effective as of the date first appearing above.

CLIENT:

By: Herman Jackowski  
Name: Herman Jackowski  
Title: Authorizing Agent Sec. treasure  
Date: 10-11-2001

CONSULTANT:

By: Melissa O'Neal  
Melissa O'Neal  
President  
Date: September 13, 2001

Attachment A  
**FEE SCHEDULE**

Principal.....	\$110.00/hr
Grant Writer .....	\$70.00/hr
Senior Analyst .....	\$65.00/hr
Project Administrator .....	\$65.00/hr
Project Technician .....	\$52.00/hr
Drafter with CAD .....	\$52.00/hr
Drafter .....	\$42.00/hr
Word Processing .....	\$30.00/hr
Senior Reviewer .....	\$52.00/hr
Environmental Education Officer.....	\$65.00/hr
Inspector .....	\$49.00/hr
Translator .....	\$43.00/hr

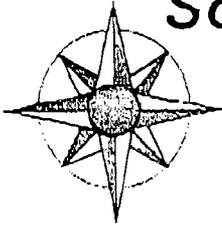
*Hours may be adjusted with a minimum of eight (8) hours per day plus mileage to and from the Phoenix, AZ office. Incidental expenses as approved according to the incidental charges schedule.*

9/98

Attachment B  
**INCIDENTAL CHARGES SCHEDULE**

Mileage Per Mile from each office .....	\$.39 per mi.
Airfare .....	+20%
Per Diem-full.....	\$ 142.00/day
Per Diem- meals .....	\$ 42.00/day
Copies .....	\$.15
Photographs .....	\$ 3.20/each
Telephone/Internet Services.....	\$32/hour

9/98



# Southwest Civic Professionals, Inc. SERVICES AGREEMENT

DATE: July 8, 2002

**PARTIES:**

*Mt. Tipton Water Company Inc.*  
P.O. Box 38  
Dolan Springs, AZ 86441

"Client"

*Southwest Civic Professionals, Inc.*  
an Arizona corporation  
2303 North 44<sup>th</sup> Street, Suite 14-1121  
Phoenix, Arizona 85008-2442

"Consultant"

**CLIENT AND CONSULTANT AGREE AS FOLLOWS:**

**PROJECT:**

Southwest Civic Professionals will assist the Citizens of the Dolan Springs area in organizing a Domestic Water Improvement District (DWID).

**SCOPE OF SERVICES:**

Southwest Civic Professionals will assist the Citizens of the Dolan Springs area in organizing a Domestic Water Improvement District (DWID). The following tasks will be performed in partnership with the formation committee:

1. Develop a description of the boundary of the Domestic Water Improvement District.
2. Develop a petition to form the DWID and incur related expenses.
3. Assist in the forming a local board.
4. Assist in procuring a bond if required for District formation.
5. Set a date for a hearing.
6. Assist in preparation of a petition packet suitable for mailing.

Client agrees that Consultant is not responsible for any services not expressly included in this Scope of Services, and that Consultant is not responsible to perform, supervise or administer any professional services, or construction services in connection with the Project; all such services to be provided by others. SwCP will not supply any legal or engineering services, all such services to be provided by others.

**COMPENSATION:**

Client agrees to compensate Consultant for the services provided hereunder as follows. The value of each of the above listed tasks is \$1000.00. Each individual item will become due and payable upon its completion as per the general conditions of this agreement. The total value of this contract is not to exceed \$6,000.00 for the agreed upon services as outlined in the Scope of Services section.

**GENERAL CONDITIONS:**

1. Consultant shall invoice Client as work is completed for the services performed under this Agreement. Client shall pay such invoice upon receipt. Invoices not paid within ten (10) days of the invoice date shall be subject to a late payment charge of one percent (1%) per month until paid. Invoices shall be deemed correct and accepted by Client unless Client provides Consultant with written notice of any error or discrepancy within seven (7) days after receipt thereof.

2. If Client fails to pay an invoice when due, Consultant may suspend all services until such invoice is paid in full. If payment in full is not made within sixty (60) days of the invoice date, Consultant may treat such nonpayment as a material breach of this Agreement by the Client and terminate this Agreement.

3. Consultant shall perform its services with ordinary diligence and care and skill. No special requirements or standard of performance shall be presumed unless specifically stated in the Scope of Services.

4. Consultant shall sign certifications only if Consultant approves the form of such certification prior to the commencement of services, and provided such certification is limited to a statement of Consultant's opinion or observation and does not constitute a warranty or guarantee, express or implied.

5. Services provided under this Agreement, including all reports, information or recommendations prepared or issued by Consultant, are for the exclusive use of the Client for the Project specified. No other use is authorized under this Agreement, and no third parties may rely on such services unless Consultant gives written consent to such reliance. Client shall not distribute or convey Consultant's reports or recommendations to any person or organization other than those identified in the Project description without Consultant's written authorization. Client releases Consultant from liability and agrees to defend, indemnify, protect and hold harmless Consultant from any and all claims, liabilities, damages or expenses arising, in whole or in part, from such unauthorized distribution.

6. Consultant's reports, logs, maps, field data, drawings, test results and other similar documents are instruments of Consultant's services, not products. Consultant reserves the right to copyright such documents; however, such copyright is not intended to limit the Client's use of the services provided under this Agreement other than as described in Section 5 above. If ownership of Consultant's copyright is expressly transferred to Client in the Scope of Services, that provision shall override this portion of the General Conditions.

7. Client shall make available to Consultant all information regarding existing conditions, including the existence of hazardous or dangerous materials, and proposed uses of the Project site. Client shall transmit immediately to Consultant any new information that becomes available or any change in plans. Client releases Consultant from liability for any incorrect advice, judgment or decision based on any inaccurate information furnished by Client or others. Client agrees to defend, indemnify, protect and hold harmless Consultant from any and all claims, liabilities, damages or expenses arising, in whole or in part, from such information.

8. Client shall secure the permission necessary to allow Consultant's personnel and equipment access to the Project site at no cost to Consultant.

9. Client shall be responsible for securing all necessary approvals, resolutions, or other authorizations needed for funding or development of the Project, unless otherwise agreed in writing.

10. Consultant is not responsible for the completion or quality of work that is dependent upon or performed by the Client or third parties not under the direct control of Consultant, nor is Consultant responsible for their acts or omissions or for any damages resulting therefrom.

11. Neither Client nor any other person may change or modify Consultant's work product without Consultant's written authorization. Client releases Consultant from liability and agrees to defend, indemnify, protect and hold harmless Consultant from any and all claims, liabilities, damages or expenses arising, in whole or in part, from such unauthorized changes or modifications.

12. Client waives any claim against Consultant and agrees to defend, indemnify, protect and hold harmless Consultant from any and all claims, liabilities, damages or expenses, including but not limited to delay of the Project, reduction of property value, fear of or actual exposure to or release of toxic or hazardous substances, and any consequential damages of whatever nature, which may arise directly or indirectly as a result of the services provided by Consultant under this Agreement, unless such injury or loss is caused by the sole negligence or willful misconduct of Consultant.

13. Client agrees to limit Consultant's liability due to negligence and to any liability arising out of or relating to this Agreement to the amount \$500.00. This limit applies to all services on this Project, whether provided under this Agreement or subsequent agreements. This limit can only be modified in writing, agreed to and signed by authorized representatives of the parties.

14. All disputes between Consultant and Client, except for those arising out of the failure of Client to timely pay Consultant's fees, shall be submitted to non-binding mediation before either party may initiate litigation or arbitration on the claim. Either party may demand mediation by serving a written notice stating the issues or claims in dispute, and requiring that the mediation commence within sixty (60) days of service of notice. The mediation shall be administered by the American Arbitration Association or by such other person or organization as the parties may agree upon. If the mediation is unsuccessful in resolving the dispute, or it does not occur within seventy (70) days after service of demand for mediation, either party may pursue other legal measures to resolve the dispute.

15. Consultant is protected by Worker's Compensation Insurance, Employer's Liability Insurance, General Liability Insurance and Automobile Liability Insurance for bodily injury and property damage, and will furnish evidence thereof to Client upon request. Consultant will not provide any other insurance coverages to Client unless such requirement is specifically noted in the Scope of Services and an appropriate adjustment is made in Consultant's fee.

16. Consultant shall not be responsible for jobsite safety in connection with the Project. Consultant agrees to abide by the requirements of any safety program implemented by Client or another contractor in connection with the Project.

17. Client solely shall be responsible for notifying all appropriate municipal, regional, state or federal agencies and prospective buyers of the existence of any hazardous or dangerous materials located on or in the Project site, or discovered during the performance of this Agreement, as may be required by such agencies.

18. In the event Consultant's work is interrupted due to delays other than delays caused by Consultant, Consultant shall be compensated equitably (based on Consultant's current Schedule of Charges) for the additional labor or other charges associated with maintaining its work force for Client's benefit during the delay, or at the option of the Client, for charges incurred by Consultant for demobilization and subsequent remobilization.

19. If, during the course of performance of this Agreement, conditions or circumstances are discovered that were not contemplated by Consultant at the commencement of this Agreement, Consultant shall notify Client in writing of the newly discovered conditions or circumstances, and Client and Consultant shall renegotiate, in good faith, the terms and conditions of this Agreement. If amended terms and conditions cannot be agreed upon within thirty (30) days after notice, Consultant may terminate this Agreement and be compensated under Section 20 of these General Conditions.

20. This Agreement may be terminated by either party upon ten (10) days written notice, sent by first class mail, or certified mail (return receipt requested). If this Agreement is not previously completed or terminated according to its terms, this Agreement shall terminate twenty-four (24) months after the date of execution hereof. In the event of a termination for convenience or Client's breach, Client shall pay for all services performed through the tenth (10<sup>th</sup>) day after mailing the notice of termination and Consultant's reasonable demobilization costs, if any. The limitation of liability and indemnity obligations of this Agreement shall be binding notwithstanding any termination or expiration of this Agreement.

21. Except for actions, such as for enforcement of mechanic's liens, which are required by statute to be brought in a specific venue, the forum and venue for any claim or cause of action arising from or relating to this Agreement shall be Maricopa County Superior Court. Client waives the right to have the suit brought, or tried in, or removed to, any other county or court.

22. Neither Client nor Consultant shall assign its interest in this Agreement without the written consent of the other.

23. This Agreement, including attachments incorporated herein by reference, represents the entire contract and understanding between the parties. The terms of this Agreement will prevail over any different or additional terms in Client's purchase order, request for proposal or other forms unless agreed to in writing by Consultant. Any modification to this Agreement shall be in writing and signed by authorized representatives of the parties. One or more waivers of any term, condition or covenant by either party shall not be construed as a waiver of any other term, condition or covenant.

24. Client and Consultant acknowledge that each has read and agrees to all terms and conditions stated herein, and any that are incorporated herein by reference and made a part of this Agreement, and that this Agreement applies to all services performed by Consultant for Client with Client's permission or on Client's behalf, whether or not such services are included in the above Scope of Services. The individuals signing this Agreement on behalf of the respective parties represent and warrant that they have authority to do so and to bind such party thereby.

This Agreement has been executed and is effective as of the date first appearing above.

CLIENT:

By: Claude L. Myers

Name: Claude L. Myers

Title: Authorizing Agent

Date: 7-12-02

CONSULTANT:

By: \_\_\_\_\_

Robert E. Ruhl

Principal

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

Attachment A  
**FEE SCHEDULE**

Principal.....	\$95.00/hr
Grant Writer .....	\$70.00/hr
Senior Analyst .....	\$65.00/hr
Project Administrator .....	\$65.00/hr
Project Technician .....	\$52.00/hr
Drafter with CAD .....	\$52.00/hr
Drafter .....	\$42.00/hr
Word Processing .....	\$30.00/hr
Senior Reviewer .....	\$52.00/hr
Environmental Education Officer.....	\$65.00/hr
Inspector .....	\$49.00/hr
Translator .....	\$43.00/hr

*Hours may be adjusted with a minimum of eight (8) hours per day plus mileage to and from the Phoenix, AZ office. Incidental expenses as approved according to the incidental charges schedule.*

2/23

Attachment B

# INCIDENTAL CHARGES SCHEDULE

Mileage Per Mile from each office .....	\$ .39 per mi.
Airfare .....	+20%
Per Diem-full.....	\$ 142.00/day
Per Diem- meals .....	\$ 42.00/day
Copies .....	\$ 00.15
Photographs .....	\$ 3.20/each
Telephone/Internet Services.....	\$32/hour

9/98