



Confirmation of Agreement for Providing Professional Services

Date: July 2, 2025

Client: Rafael Fajardo
E: RFajardo@covinaca.gov

Subject: Cypress St – New Water Main from Citrus Avenue to Elspeth Way
125 E College St,
Covina, CA 91723

Dear Rafael;

We are pleased to submit the following proposal covering the performance of Water Main Line Design services in connection with the above subject project.
The terms 'Engineer', 'He', and 'His' throughout this document refer to 'EC and Associates Engineering, Inc.'. For the consideration hereafter set forth, Engineer agrees to provide the following services:

Scope of Services:

EC & Associates Engineering, Inc. ("Engineer") will provide limited structural engineering support as needed for the water utility improvements on Cypress St. Services may include, but are not limited to:

- Topography of existing street
- Thrust block sizing and detailing
- Pipe support or structural restraint details
- Structural trench detail review
- Limited evaluation of utility-related structural components (e.g., vaults, concrete pads)

This scope is based on plans and information provided by Rafael Fajardo.

Services Offered

We offer the following services with the corresponding fee preceding:

\$ 75,000.00 Design Plans

\$ 75,000.00 Total

Not included in the above services (unless specifically stated) are Title –24 Energy Compliance, Structural Observation, Soils Investigations, Engineering Surveys, or Specialty Consultants (such as Mechanical, Electrical, Civil and/or Geotechnical Engineers, Surveyors, etc.) Also, we assume standard conventional foundations will be sufficient to carry anticipated loads. If soil conditions are encountered at a later date that require special designs (expansive soils, deep foundations, etc.) an additional contract will be issued for such designs.

Fee Data

Our compensation for providing the above services, for the mutually agreed fee of **\$75,000.00** will be due: **\$65,000.00** due upon signing this proposal and prior to commencing work, as a retainer.
\$10,000.00 due **before** project is emailed in PDF to Client for review.

Please initial here: _____

Any significant changes in configuration data cited under "Scope of Work" will cause the fee to be adjusted proportionately, as mutually agreed upon between the Client and Engineer.

Client agrees that any work resulting from changes to the plans made after the date indicated on "Services Offered" shall be deemed extra work and shall be paid by Client according to Engineer's standard fee schedule.

The fee quoted under "Services Offered" does not include any fees to be paid to the city and to any other professionals, such as a surveyor, soil engineer and any other city or county department's clearances, public hearings, expediting, etc. Time spent on these services will be charged extra, if needed.

Site improvements outside the structure, checking shop drawings by others, steel stair design, temporary shoring and designing field changes are not included in the fee quoted on "Services Offered", but can be requested by owner or agent to be additionally provided at the applicable hourly rate indicated in the Standard fee schedule below.

As-built information of all existing elements shall be provided by the client prior to commencing the design.

The flat fee of this agreement does not include any cost or time to be spent to obtain such information.

If Client needs services beyond the scope of this contract, Engineer may require further written authorization from Client to carry out additional work either in form of a signed Request for Additional Engineering or as an additional Proposal and Contract for engineering services.

Client may terminate the Agreement at any time by sending a written notice to the Engineer. Client is responsible to pay for all work performed until the time of termination or the total balance remaining on the project, whichever is smaller. The value of work hours is calculated using Engineer's standard fee schedule. In addition, Client is required to pay for any out-of-pocket and reimbursable expenses spent on the project. All such payments become due at the time of the termination.

Standard Fee Schedule

Principal	\$275.00 per hour
Project Engineer	\$175.00 per hour
Design Draftsmen	\$100.00 per hour
Office Administrator	\$ 40.00 per hour
Reimbursable Expenses	Cost + 25%
Mileage	75 cents per mile
Requested Plotting performed in-house	\$ 5.00 per sheet

These hourly fees are valid for the current calendar year only. Reimbursable and out-of-pocket expenses, i.e., digital copies, messenger fees, permit fees, etc., will be charged as applicable.

Engineer shall not release plans without receipt of second payment. Client agrees to pay a late fee computed at 10% premium on any unpaid balance, unpaid 30 days after the date of Engineer's original invoice. The fee is due and payable whenever plans and calculations are ready for first submission, whether or not the Client applied for, or received, a building permit. Engineering includes minimum code requirements, detailing and specifications necessary to pass governmental review and to obtain a building permit only. If changes to the original plans are necessary due to requirements of the Building and Safety, inspector, contractor, or the design professionals prior to construction, causing an increase in the construction budget, these changes shall not be treated as damages, but rather as value added items, which would have increased the construction cost if they were included in the original plans. Client relieves Eduardo J. Carrillo personally and EC And Associates Engineering, Inc. as a company, for any and all responsibilities and liabilities associated with architectural services in connection with the project mentioned above, even if Eduardo J. Carrillo's engineering stamp and signature may appear on the plans. Eduardo J. Carrillo personally and EC And Associates Engineering, Inc., are responsible for the Water Main Design engineering part of the design only. Client and Engineer incorporate herein, make a part hereof, and agree to be bound by the standard provisions of this agreement.

Standard Provisions

1. The Client binds himself, his partners, successors, executors, administrators, and assigns to the Engineer to this agreement with respect to all of the terms and conditions of this agreement.
2. The Client shall pay the costs of checking and inspection fees, zoning and annexation application fees, assessment fees, soils engineering fees, soils testing fees and all other fees, permits, bond premiums, title

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EC + Associates Engineering, Inc.

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company charges, blueprints and reproductions and all other charges not specifically covered by the terms of this agreement.

3. All tracing, survey notes and other original documents as instruments of service remain the property of the Engineer, except where by law or precedent these documents become public property. The Client agrees to waive any and all claims against the Engineer and to defend, indemnify and hold the Engineer harmless from and against any and all claims, losses, liabilities and damages arising out of or resulting from the unauthorized use, reuse or alteration of the Engineer's design, drawings and specifications.

4. Should litigation be necessary to enforce any term or provision of this agreement, or to collect any portion of the amount payable under this agreement, then all litigation and collection expenses, witness fees, court costs, and attorney's fees shall be paid to the prevailing party.

5. In the event all or any portion of the work prepared or partially prepared by the Engineer should be suspended, abandoned, or terminated, Client shall pay Engineer for the work performed on an hourly basis as stated hereon. The hourly compensation to Engineer calculated here under shall not exceed the maximum contract price agreed upon between the parties.

6. In the event that Client institutes a suit against Engineer because of any failure or alleged failure to perform, error, omission or negligence, and if such suit is not successfully prosecuted, or if it is dismissed, or if verdict is rendered for Engineer, Client agrees to pay Engineer any and all costs of defense, including attorney's fees and court costs and any and all other expenses of defense which may be necessary, immediately following dismissal of the case or immediately upon verdict being rendered in behalf of Engineer.

7. Neither the Client nor Engineer shall assign his interest in this agreement to a third party without the written consent of the other.

8. No conditions or representations, altering, detracting from, or adding to the terms hereof shall be valid unless printed or written hereon or evidenced in writing by either party to this agreement and accepted in writing by the other.

9. Engineer shall not be responsible for damages or be in default or be deemed to be in default by reason of delays in performance, by reason of strikes, lockouts, accidents, acts of God, and other delays unavoidable or beyond Engineer's reasonable control, or due to shortages or unavailability of labor at established area wage rate or delays caused by failure of Client or Client's agents to furnish information or to approve or disapprove Engineer's work promptly, or due to late, slow, or faulty performance by Client, other contractors, or governmental agencies, the performance of whose work is precedent to or concurrent with the performance of Engineer's work. In the case of the happening of any such cause of delay, the time of completion shall be extended accordingly.

10. In the event that litigation be instituted under the terms and conditions of this agreement, the same is to be brought and tried in judicial jurisdiction of the court of the county in which the Engineer's principal place of business is located and Client waives the right to have suit brought, or tried in, or removed to any other county or jurisdiction.

11. Engineer does not guarantee the quality of performance by the construction contractor or contractors, or other third parties, nor is he responsible for their acts or omissions.

12. Engineer makes no warranty, whether expressed or implied, as to its findings, recommendations, specifications, or professional advice except that these were promulgated after being prepared in accordance with generally accepted engineering practices and under the direction of registered professional engineers.

13. Engineer makes no representations concerning soil conditions unless specifically included in writing in this agreement, and he is not responsible for any liability that may arise out of the making or failure to make soil surveys, or sub-surface soil tests, or general soil testing.

14. In the event that any changes are made in the plans and specification by the Client or persons other than the Engineer, which affects the Engineer's work, any and all liability arising out of such changes is waived as against the Engineer and the Client assumes full responsibility for such changes unless Client has given Engineer prior notice and has received from Engineer written consent for such changes.

15. The Engineer is not responsible, and liability is waived by Client as against Engineer, for use by Client or any other person of any plans or drawings not signed by Engineer.

16. The Client agrees that in accordance with generally accepted construction practices, the construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property; that this requirement shall be made to apply continuously and not be limited to normal working hours; and the Client further agrees to defend, indemnify and hold the Engineer harmless from any and all liability, real or alleged, in connection with the performance of work on this project, excepting liability arising from the sole negligence of the Engineer.

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17. The client agrees to limit the engineers Liability to the client and to all contractors and subcontracts on the project, due to professional negligent acts, errors or omissions of the Engineer to the sum of the Engineer's fee.

18. The terms and provisions of this agreement shall not be construed to alter, waiver, or affect any lien or stop notice rights, which the Engineer may have for the performance of engineering services under this agreement.

19. In the event Client fails to pay Engineer promptly or within sixty (60) days after invoices are rendered, then Client agrees that Engineer shall have the right to consider said default a total breach of this agreement and the duties of the Engineer under this agreement terminated. In such event, Client shall then promptly pay Engineer for all of the fees, charges and services performed by Engineer based on an hourly rate as stated above.

20. There are no understandings or agreements except as herein expressly stated.

21. This proposal is valid for thirty (30) days only, unless signed and retainer is paid.

22. The Engineer's services shall be performed in a manner consistent with the degree of skill and care ordinarily exercised by practicing design professionals performing similar services in the same location, at the same site and under the same or similar circumstances and conditions. The Engineer makes no other representations or warranties, whether expressed or implied, with respect to the services rendered hereunder.

In witness whereof, the parties have accepted, made and executed this Agreement on the terms, conditions and provisions stated above in this Proposal and Agreement, on the following day and date:

Respectfully submitted,
EC AND ASSOCIATES ENGINEERING, INC.

Client:

NAME: _____

SIGNATURE: _____

Eduardo J. Carrillo
Authorized representative
Date: 7/7/2025
cc: File

Date: _____

Please initial here: _____

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