



California
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www.ludwigeng.com

California
15252 Seneca Rd.
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Arizona
5890 Highway 95, Ste. B
Fort Mohave, AZ 86426
Ph. 928-768-1857
Fax 928-768-7086

2126 McCulloch Blvd., Ste. 8
Lake Havasu City, AZ 86403
Ph. 928-680-6060
Fax 928-854-6530

Client: _____

**Engineering Contract & Arizona
Preliminary Twenty-Day Lien Notice**

Date Order Recd: _____
Job No. _____

Phone _____ Fax _____

Description of Work Ordered With Legal Description of Property: _____

Note: The above represents the scope of work to be performed. If any of the information shown herein is not in accordance with your instructions, please advise us immediately in order to avoid possible errors or misunderstanding. Schedule A – Standard Provisions of Agreement attached is part of this contract.

Property Owner & Address: _____
Lender & Address: _____
Person/Entity Ordering Work: _____
Charges: _____ **CLIENT TO PAY ALL APPLICABLE FEES**

Note to Property Owners:
If bills are not paid in full for the labor, professional services, materials, machinery, fixtures, or tools furnished, or to be furnished, a Mechanic's Lien leading to the loss, through court foreclosure proceedings, of all or part of your property being improved may be placed against the property. You may wish to protect yourself against this consequence by either:
1. Requiring your contractor to furnish a Conditional Waiver and Release pursuant to Arizona Revised Statutes Section 33-1008, Subsection D, Paragraphs 1 and 3 signed by the person or firm giving you this notice before you make payment to your contractor.
2. Requiring your contractor to furnish an Unconditional Waiver and Release pursuant to Arizona Revised Statutes Section 33-1008, Subsection D, Paragraphs 2 and 4 assigned by the person or firm giving you this notice after you make payment to your contractor.
3. Using any other method or device that is appropriate under the

circumstances. Within 10 days of the receipt of this Preliminary Notice the Owner or other interested party is required to furnish all information necessary to correct any inaccuracies in the Notice pursuant to Arizona Revised Statutes Section 33-1003, Subsection 1 or lose as a defense any inaccuracy of that information. Within ten days of the receipt of this Preliminary Twenty Day Notice if any payment bond has been recorded in compliance with Arizona Revised Statutes Section 33-1003, the Owner must provide a copy of the payment bond including the name and address of the surety company and bonding agent providing the payment bond to the person who has given the preliminary Twenty Day Notice, in the event that the owner or other interested party fails to provide the information within that ten-day period, the claimant shall retain lien rights to the extent precluded or prejudiced from asserting a claim against the bond as a result of not timely receiving the bond information.

The above represents the scope of work to be performed. If any of the information shown hereon is not in accordance with your instructions, please advise us immediately in order to avoid possible errors or misunderstanding.

Signature of Ludwig Engineering Associates, Inc. Representative

Signature of Authorizing Person

Printed Name of Ludwig Engineering Associates, Inc. Representative

Printed Name of Authoring Person

Title Date Signed

Title Date Signed

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Schedule "A"
Standard Provisions of Agreement

1. The Client binds himself, his partners, successors, executors, administrators, and assigns to the Engineer to this agreement in respect to all of the terms and conditions of this Agreement.
2. Neither the Client nor Engineer shall assign his interest in this Agreement without the written consent of the other.
3. No conditions or representations altering, detracting from, nor adding to, the terms hereof shall be valid unless printed or written hereon or evidenced in writing by either party to Agreement and accepted in writing by the other.
4. One or more waivers of any term, condition or covenant by the Engineer shall not be construed by the Client as a waiver of a subsequent breach of the same or any other term, condition or covenant.
5. In the event any provision of this Agreement shall be held to be invalid and unenforceable, the other provision of this Agreement shall be valid and binding on the parties hereto.
6. The Engineer is not responsible for delay, nor shall Engineer be responsible for damages or be in default or deemed to be in default of reason of strikes, lockouts, accidents, or acts of God; or failure of Client to furnish timely information or to approve or disapprove Engineer's work promptly; or delay or faulty performance by the Client, other contractors, or governmental agencies; or any other delays beyond Engineer's reasonable control.
7. Engineer shall not be liable for damages resulting from the actions or inactions of governmental agencies including, but not limited to, permit processing, environmental impact reports, dedications, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits, and building permits and Engineer shall only act as an advisor in all governmental relations.

In the event of litigation on this agreement, the laws of the state in which the work was contracted shall govern the interpretation thereof, and all disputes or controversies arising hereunder. 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 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, expert witnesses' fees, and court costs and any and all other expenses of defense which may be needful, immediately following dismissal of the case or immediately upon judgment being rendered in behalf of Engineer.

8. 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 place of business is located and Client waives the right to have the suit brought, or tried in, or removed to any other county or judicial jurisdiction.
9. 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 litigations and collection expenses, witness fees and court costs, and attorney's fees shall be paid to the prevailing party.
10. There are not understandings or agreements except as herein expressly stated.
11. All original papers and documents, and copies thereof, produced as a result of this contract, except documents that are required to be filed with public agencies, shall remain the property of the Engineer and may be used by the Engineer without the consent of the Client.
12. Services provided within this Agreement are for the exclusive use of the Client for the project only.
13. Client and Engineer agree to cooperate with each other in any and every way or manner on the project.
14. Upon written request, each of the parties hereto shall execute and deliver, or cause to be executed and delivered, such additional instruments and documents, which may be necessary and proper to carry out the terms of this Agreement.
15. The terms and provisions of this agreement shall not be construed to alter, waive, or affect any lien or stop notice rights, which the Engineer may have for the performance of services under this agreement.
16. The Engineer makes no representation concerning the estimated quantities and cost figures made in connection with maps, plans, specifications, or drawings other than that as such figures are estimated only and the Engineer shall not be responsible for fluctuations in cost factors.
17. Engineer makes no warranty, either express or implied, as to his findings, recommendations, specifications, or personal advice except that the work was performed pursuant to generally accepted standards of practice in effect at the time of performance.
18. Engineer makes no representation 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 subsurface soil tests, or general soil testing.
19. Estimate of areas provided under this agreement are not to be considered precise unless Engineer specifically agrees to provide the precise determination of such areas.

20. In the event that any changes are made in the plans and specifications 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 the Engineer written consent for such changes.
21. 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 assigned by the Engineer.
22. Engineer has a right to complete all services agreed to be rendered pursuant to this contract. In the event this agreement is terminated before the completion of all services, unless Engineer is responsible for such early termination, client agrees to release Engineer from all liability for work performed.
23. Client agrees that Engineer will not perform on-site construction review for this project unless specifically provided for in this agreement, that such services will be performed by others, and that the client will defend, indemnify, and hold Engineer harmless from any and all liability arising from or resulting from the performance of construction review by other persons. In the event of any job site visits by Engineer, job visits shall not be deemed as an assumption of construction review responsibilities by the Engineer. Such responsibilities shall remain with others.
24. 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 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.
25. The client agrees to limit the Engineer's liability to the client and to all contractors and subcontractors on the project, due to professional negligent acts, errors, or omissions of the Engineer to the sum of the Engineer's fees.
26. All fees and other charges will be billed as agreed and shall be due at the time of billing unless otherwise specified in this agreement.
27. Client hereby agrees that the balance as stated on the billing from the Engineer to the client is correct, conclusive and binding on the client unless client within (10) ten days from the date of the making of the billing notifies Engineer in writing of the particular item that is alleged to be incorrect.
28. A late payment FINANCE CHARGE will be computed at the periodic rate of 1.5% per month, which is an ANNUAL PERCENTAGE RATE of 18%, and will be applied to any unpaid balance commencing 14 days after the date of the original invoice.
29. In the event that the plans, specifications, and/or field work covered by this contract are those required by various governmental agencies and in the event that due to change of policy of said agencies after the date of this agreement, additional office or field work is required, the said additional work shall be paid for by client as extra work.
30. In the event of any increase of costs due to the granting of wage increases and/or other employee benefits to field or office employees due to the terms of any labor agreement, or rise in the cost of living, during the lifetime of this agreement, such percentage increase shall be applied to all remaining compensation.
31. In the event that an act of God or parties other than Engineer destroy any staking, the cost of re-staking shall be paid for by client as extra work.
32. The client shall pay the costs of checking and inspection fees, zoning and annexation application fees, assessment fees, soils engineering fees, soils testing fees, aerial topography fees, and all other fees, permits, bond premiums, title company charges, blueprints and reproductions, and all other charges not specifically covered by the terms of this agreement.
33. In the event all or portion of the work prepared or partially prepared by the Engineer be suspended, abandoned, or terminated, the client shall pay the Engineer for all fees, charges, and services provided for the project, not to exceed any contract limit specified herein.
34. In the event of any litigation, client agrees to pay to Engineer interest on all past due balances at the rate of ten per cent per annum.
35. In the event client fails to pay Engineer within ten (10) days after invoices are rendered, client agrees that the Engineer shall have the right to consider said default a total breach of this agreement and, upon written notice, the duties, obligations and responsibilities of the Engineer under this agreement are terminated. In such event, client shall then promptly pay Engineer for all of those fees, charges, and services provided by Engineer.