

CONTRACT #

PINNER ENGINEERING, INC.

Structural and Foundation Engineering

5048 Byers Road

P: (360) 384-1285

Ferndale, WA 98248

F: (360) 384-0973

AGREEMENT FOR ENGINEERING SERVICES

BILL TO: _____

DATE : _____

ADDRESS: _____

PHONE: _____

CITY STATE & ZIP : _____

FAX: _____

PROJECT INFORMATION:

PROJECT ENGINEER: _____

NAME: _____

ADDRESS: _____

CITY STATE & ZIP : _____

SCOPE OF SERVICE:

ENGINEERING SERVICES WILL BE BILLED AT OUR HOURLY RATE AND MUST BE PAID IN FULL UPON COMPLETION UNLESS SPECIAL ARRANGEMENTS HAVE BEEN MADE IN ADVANCE.

SPECIAL PAYMENT ARRANGEMENTS: _____

RETAINER AMOUNT: _____

SPECIAL INSTRUCTIONS: _____

THE TERMS AND CONDITIONS INCLUDED WITH THIS FORM ARE A PART OF THIS AGREEMENT.

This document has important legal consequences; consultation with an attorney is encouraged with respect to its completion or modification

Accepted by: _____

By Pinner Engineering, Inc

Please print your name

Your
Signature: _____

The client agrees to furnish Pinner Engineering, Inc. (the Firm) with full information as to the client's requirements, including any special or extraordinary considerations for the Project. The Client agrees to make available to the Firm all pertinent existing data known to the Client.

It is the Client's responsibility to assure the Firm will have access to the Project site for activities necessary for the performance of the services. The Firm will take precautions to minimize damage due to these activities, but the fee does not include the cost of restoration of any resulting damage.

The Client acknowledges the Firm's opinion as to probable construction costs, if offered, does not guarantee the actual bids will not exceed the estimate.

If the fee arrangement is to be on an hourly basis, the rates shall be those that prevail at the time services are rendered.

The rates as of July 1, 2003 are as follows:

Engineer	\$90.00 per hour	Clerical Services	\$40.00 per hour
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Changes in design or additions must be requested in writing and will be an additional charge.

Assignment of personnel to project tasks shall be at the discretion of the Firm. The Firm will charge time portal to portal for work done away from the Firm's office. If the Firm is asked to work outside normal business hours, the Firm will charge for such work at 1.5 times the scheduled rate. Services related to litigation or arbitration will be charged at 2.0 times the scheduled rate.

Reimbursable expenses are as follows:

Travel	\$0.50 per mile	Meals & Lodging	Actual Cost
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The Firm will bill the Client for services and reimbursable expenses, at the Firm's option, either upon completion of such services or on a monthly basis. It is mutually agreed that backup documentation will not be required for professional services or for reimbursable expenses. Retainers shall be credited on the final invoice. Payment is due and payable on presentation of invoices. The Client agrees to pay the Firm promptly upon receiving invoices for all services rendered under this agreement.

If the Firm has not received the Client's payment within 30 days of the invoice date the Firm may, without further notice to the Client, without waiving any claim or right against the Client, and without liability whatsoever to the Client, suspend services until the Firm has been paid in full all amounts due the Firm for services and expenses, including interest.

No interest will be charged if the Firm receives payment within 30 days after the Client is invoiced. Interest of 1.5% per month, compounded monthly, will begin accruing on the 31st day after the Client is invoiced. The amount of any payments received from the Client will be applied to interest owed to the Firm, then principal. The Client agrees to pay all interest charges, which result from late payment of fees as additional charges not subject to any other fee limitations contained in this agreement.

The Client acknowledges it has secured legal rights to the property upon which the project will be built or that such right will be secured. The Client further acknowledges that non-payment of fees owed under this agreement may result in a mechanics lien being filed on the property upon which the project is/will be located.

The Client shall indemnify and hold harmless the Firm and all of the Firm's personnel from and against any and all claims, damages, losses and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of these services, provided any such claim, damage, loss or expenses caused in whole or in part by the negligent act, omission, and/or strict liability of the Client, anyone directly or indirectly employed by the Client (except this Firm) or anyone for whose acts any of them may be liable.

In recognition of the relative risks, rewards and benefits of the Project to both the Client and to the Firm, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, the Firm's total liability to the Client for any and all injuries, claims, losses expenses, damages or claim expenses arising out of this agreement from any cause or causes, shall not exceed the fee for contracted services. Such causes include, but are not limited to the Firm's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

In the event either party to this agreement institutes action to enforce the terms of the agreement, it is mutually agreed the prevailing party shall be entitled to reasonable attorney's fees and expenses, in addition to any other awards pursuant to such action.

The Client acknowledges all maps or plats, drawings, specifications, and other documents prepared by the Firm in the course of the Firm's work under this agreement are instruments of professional service in respect to the Project. The Client agrees to hold harmless and indemnify the Firm against all damages, claims, and losses, including defense costs, arising out of any reuse of such documents without the Firm's written authorization.

The Firm makes no warranties to third parties. Any person or party relying on documents prepared pursuant to this agreement without the written consent of the Firm does so at its own risk and without liability of the Firm.

The Firm accepts no liability for any plans or specifications produced under this agreement until such drawings are stamped and approved by all relevant building department officials.

The Firm's services will be performed in accordance with generally accepted engineering principles and practices. This warranty is in lieu of all other warranties, either expressed or implied. Our conclusions and recommendations are based upon visual examination of the site. Conclusions and recommendations are professional engineering opinions only. No warranty is expressed or implied.

The obligation to provide further services under this agreement may be terminated by either the Client or the Firm upon seven days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this agreement through no fault of the terminating party. This agreement may be terminated by the Client upon at least seven days written notice to the Firm in the event the Project is permanently abandoned. In the event of termination, the Client shall pay the Firm for all services rendered to the date of termination, including termination expenses.

This agreement constitutes the entire understanding between the Client and the Firm. The effective date of the Firm's agreement with the client will be the date the Firm receives a signed copy of this agreement. The Firm will accept the signed agreement as Notice to Proceed with the work.