



**PROFESSIONAL SERVICE AGREEMENT**

**DATE:** September 22, 2015

**CLIENT:**

Tom Murdoch  
Executive Director  
Adopt-a-Stream Foundation  
C/O Northwest Stream Center  
600 -128th Street SE  
Everett, WA 98208

**PROPOSAL TITLE:**

Professional Engineering Services  
As Described In Attached Professional Service Order Proposal

Services as described in the attached Proposal (referenced above) shall be provided by Chinook Engineering (CE), as an independent contractor, in accordance with currently accepted professional practices and shall be compensated for as specified therein. Monthly statements are due and payable upon receipt and are delinquent thirty (30) days after statement date.

The following General Terms and Conditions supersede all other written or oral agreements. No amendments shall be binding on either party unless reduced to writing and signed by the parties.

This Agreement shall be signed and returned to Chinook Engineering within thirty (30) days and shall operate as Notice to Proceed; otherwise, this Proposal shall be null and void.

**CHINOOK ENGINEERING  
APPROVED BY:**

Jay S. Kidder, P.E.  
Principal

**CLIENT  
ACCEPTED BY:**

  
Name \_\_\_\_\_ Date \_\_\_\_\_

Executive Director  
Title

## GENERAL TERMS AND CONDITIONS

**WARRANTY.** Chinook Engineering (CE) provides services in accordance with generally accepted professional practices in its fields of specialty. No other warranty or representation, either express or implied, is included or intended as part of its services, proposals, agreements, or reports.

**SCOPE AND EXECUTION OF SERVICES.** CE will diligently proceed with the agreed scope of services and will provide such services in a timely manner. However, the time required for completion of services may vary due to conditions unknown to or beyond the control of CE. CE makes no warranties regarding the time of completion of its duties under this contract, and will not be responsible for any damages, consequential or otherwise, caused by delay in the completion of its services.

In the event that the Client requests termination of services prior to completion, CE reserves the right to complete such analyses and records as may be necessary to place its files in order and, where considered necessary to protect its professional reputation, to complete a report on the work performed to date of termination. A termination charge of up to 30 percent of charges incurred to date of notice of termination by the Client may be made at the discretion of CE.

**TERMS OF PAYMENT.** Invoices will be submitted monthly and shall be due and payable upon receipt. A late payment charge of 1.5 percent per month will be payable on any amount not paid within 30 days of invoice date, payment thereafter to be applied first to accrued late payment charges and then to the principal unpaid amount. CE may, at its option, withhold delivery of reports and any other data pending receipt of payment for all services rendered.

**SAMPLES.** CE will provide temporary storage of soil, rock, water, live tissue and other samples needed for analysis for up to 90 days. Client will remain responsible for long-term storage and disposal of its samples. Client hereby authorizes CE to act on its behalf to dispose of samples and other waste materials and to execute any necessary transportation and disposal documents on behalf of Client. CE shall provide this service within legal requirements existing at the time for the disposal of samples, and Client shall pay for all testing, transportation and disposal costs as well as CE's services at then-current rates. CE shall provide Client with copies of legally required documents prepared in the performance of this service.

**RIGHT OF ENTRY.** Client will furnish right of entry for CE to make borings, survey, take samples, dig test pits and/or perform necessary work within the boundaries of the work area. CE will operate with reasonable care to minimize damage to property; however, some damage is frequently unavoidable and the cost of repair or remedy of such damage is not included in CE's fee unless otherwise specifically stated.

**SUBSURFACE OBSTRUCTIONS.** Client is responsible for pre-approving all subsurface exploration locations and shall be responsible for designating the location of all utility lines and other subsurface obstructions within the boundaries of the work area. CE may assist Client in obtaining locator services to help Client in making such identification; Client will indemnify and hold CE harmless as to the accuracy of such locator services and will in every instance remain responsible for the identification of underground obstructions.

**LIABILITY INSURANCE & LIMITATIONS.** CE is protected by Workers' Compensation as required by applicable state law.

CE carries general liability insurance for bodily injury and property damage, the dollar limits of which it considers reasonable. Excepting liability arising from its sole negligence or willful misconduct, CE's liability for injury or damage to persons and/or property arising out of work performed for Client (including attorneys' fees) is limited to \$500,000.

CE's liability for loss, cost, damage or expense (including attorneys' fees) due to professional negligence is limited to the fee for services performed or \$10,000 whichever is greater.

Certificates of insurance evidencing insurance coverage can be furnished upon request. Likewise, Client shall maintain similar amounts of applicable liability insurance and submit similar certificates of insurance and endorsements to Chinook Engineering, if requested.

**INDEMNIFICATION.** CE shall indemnify and hold harmless Client from and against all claims and actions, including all expenses incidental to such claims and actions, based on or arising out of, damages or injuries to persons or property caused by the sole negligence of CE.

Client shall indemnify and hold harmless CE from and against all claims and actions, including all expenses incidental to such claims and actions, based on or arising out of, damages or injuries to persons or property to the extent such claims and actions are not caused by the sole negligence of CE.

**DAMAGES.** Subject to the limitation of liability above, CE's liability shall be further limited to direct damages, which shall mean all damages incurred by the Client as a result of nonconformity to customarily accepted good, sound, professional practices and procedures (including the correction or replacement of unsuitable, defective or damaged equipment, buildings or structures or parts thereof), arising out of CE's performance of this Agreement. All other damages such as loss of use, profits and like losses are consequential damages for which CE is not liable.

**JOB SITE.** Where the scope of services calls for construction related services, Client agrees that in accordance with generally accepted construction practices, the construction contractor shall be required by Client to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of persons and property. Client further agrees to defend, indemnify and hold CE harmless from any and all liability, real or alleged, in connection with the performance of construction-related services on this project, excepting liability arising directly from the professional negligence of CE in the manner noted elsewhere in these General Terms and Conditions.

**DISPUTES.** Any controversy, claim or dispute shall be construed and enforced in accordance with the laws of the state from which CE's services are contracted. In any legal or arbitration proceedings brought by either party to enforce or interpret any of the terms or conditions of this Agreement, including the collection of any payments due hereunder, the prevailing party shall be entitled to recover all reasonable costs incurred in defense of the claim, including staff time at current billing rates, court costs, attorneys' fees, and other claim-related expenses.

**ADDITIONAL SERVICES.** Where services resulting from significant changes in the general scope, extent or character, of the project or its design including but not limited to, changes in size, complexity, client's schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, governing agencies, codes or orders enacted subsequent to the preparation of such studies, reports, or documents or any other cause beyond the control of CE, CE will be paid by the client for the additional services according to the TERMS OF PAYMENT as included in these GENERAL TERMS AND CONDITIONS and Attachments. Such ADDITIONAL SERVICES will be agreed to and reduced to writing as an Amendment to this PSA prior to their execution.

**OWNERSHIP OF DOCUMENTS.** Drawings, specifications, reports, programs, manuals, or other documents, including all documents on electronic media, prepared under this Agreement shall become the property of CE and the Client. These documents will not be used for any purpose other than those authorized under this Agreement without the written authorization of CE.

**OTHER.** If CE is requested to respond to any mandatory orders for the production of documents or witnesses on Client's behalf regarding work performed by CE, Client agrees to pay all costs incurred by CE not reimbursed by others in responding in such order, including staff time at current billing rates and reproduction expenses.

These General Terms and Conditions shall be used in combination with a Professional Service Agreement, Proposal, Purchase Order, or Contract. These combined documents shall be the entire Agreement and shall supersede any other agreement between Client and CE relating to such matter. In case of conflict or inconsistency between these General Terms and Conditions and any other contract documents (excepting payment provisions), these General Terms and Conditions shall control. If any provisions of the separate or combined documents are legally unenforceable, the document(s) shall remain in effect to the extent permitted by law.

**PROPOSAL TITLE:**

**Adopt -A- Stream Foundation  
Lower Woods Creek In-Stream Restoration Partnership  
Large Organic Debris Project RCO 15-1131  
Chinook Engineering Responsible for Engineering Preliminary Design**

The attached Professional Service Order Proposal (PSO) and Fee estimate proposal is an attachment to the Professional Services Agreement (PSA) dated September 22, 2015, and comprises the complete document for engagement of services as referenced in PSA above.

**ATTACHMENT A  
Method of Payment**

Adopt a Stream Foundation agrees to pay CE in accordance with the subject GENERAL TERMS AND CONDITIONS on the basis of, an Hourly with a Maximum Billing. Outside of scope costs will be billed at our current billing rates. In addition, outside of scope out of pocket expenses (reimbursables) directly related to the subject project shall be reimbursed to CE on a monthly basis. All outside of Scope cost will be mutually agreed to and authorized in writing prior to initiation of those costs.

**ATTACHMENT B  
Fee Estimate Proposal**

The following fee cost estimate and included Scope of Work is attached as Exhibit B. This Fee estimate is the Maximum billing amount under this contract. Chinook Engineering responsibilities and Fees are identified as Jay Kidder, P.E.

**ATTACHMENT C  
Schedule**

Chinook Engineering agrees to complete the preliminary design tasks of the Scope of Work (SOW) prior to October 25<sup>th</sup>, 2015.

**Estimate** PENDING



**Activity**

Estimate 34  
Date Issued Sep 23rd 2015  
Date Approved  
Date Invoiced

**Prepared For**  
Wall Rung  
  
**Adopt-A-Stream**  
NW Stream Center 500 -126th  
Street SE  
Everett, WA 98208  
United States

**Prepared By**  
Jay Kidder  
  
**Chinook Engineering**  
860 Windrose Drive  
Coupeville, WA 98239-3530  
United States

**Client**  
Adopt-A-Stream  
NW Stream Center 500 -126th Street  
SE  
Everett, WA 98208  
United States



Item/Service	Description	Qty	Price / Rate	Total
Site Visit	Lower Woods Creek LOD Install Preliminary Design <i>Visit the entire project area near Moore, 7 sites identified and begin survey control</i>	2		
Data Collection	Lower Woods Creek LOD Install Preliminary Design <i>Data collection of existing information, documentation and conceptual design review</i>	2		
Topographic Surveying	Lower Woods Creek LOD Install Preliminary Design <i>Collect topographic data and recreate base map showing the overall area and the specific sites</i>	24		
Hydraulic Analysis	Lower Woods Creek LOD Install Preliminary Design <i>Hydrology Calculations</i>	2		
Hydraulic Analysis	Lower Woods Creek LOD Install Preliminary Design <i>Preliminary Hydraulic Calculations</i>	3		
Preliminary Design	Lower Woods Creek LOD Install Preliminary Design <i>Develop preliminary design and drawings for submittals and approval to RCO and Snohomish County. Due October 25, 2015.</i>	24		

Notes  
With this is a Scope of Work for the Preliminary Design  
Jay

**Subtotal** \$

Terms  
due on receipt of monthly invoicing

**Estimate Total**