



City of Yachats
441 N. Hwy 101, Civic Meeting Room 1
Thursday, September 3, 2026, 10:00 AM

To Be Held In-Person & Via Zoom

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[Meeting ID: 893 7335 8437](https://us02web.zoom.us/j/89373358437)

City Council Special Meeting

Regular Session

I. Call to Order

II. Roll Call

III. Ongoing Business

- a. Discuss and Vote whether to approve Geotechnical Proposal for the proposed location of the water tank

IV. Adjourn

The Yachats City Council meetings are open to the public and interested citizens are invited to attend via Zoom. These are open meetings under Oregon law, but a work session is not a community forum; audience participation is at the discretion of the Council. Meetings are audio-recorded. The meeting are accessible to persons with disabilities. For accommodations, please call (541) 547-3565, or Oregon Relay 1-800-735-2900 TDD) two days in advance. City of Yachats does not discriminate on the basis of race, color, religion, creed, gender, national origin, age, disability, marital or veteran status, sexual orientation, or any other legally protected status. Sign language or foreign language interpreter may be available, with advance notice. Call City Hall at 541-547-3565 or Oregon Relay 1-800-735-2900 (TDD) two days in advance.

POSTED August 31, 2026 By: Neal Morphis, Deputy Recorder

August 7, 2026

Rick McClung
City of Yachats
PO Box 345
Yachats, OR 97498

RE: New 1.5 MG Water Tank Site (Water Treatment Plant Property) Geotechnical Evaluation

Dear Rick:

Per your request, we obtained the attached proposal from our geotechnical engineering subconsultant (Central Engineering Services) to perform a geotechnical evaluation of the potential site for a new 1.5-million-gallon water tank located in the northwest corner of the Water Treatment Plant property. Please note that the proposed fees include two more bores than were performed at the Fistera site. As at the Fistera site, there are two bores in the general vicinity of the proposed tank location. In addition to these two bores at the tank site, one bore is included in the base price near the start of the new access road because the geotechnical engineer suspects ground movement/sliding in this area and a bore is needed in this location to investigate conditions as they would affect construction of a permanent access road.

The final proposed bore is included as an alternate. That bore would be done near the north end of the new access road just before it crosses the ravine to the portion of the hill with the proposed tank site. The geotechnical engineer believes that this bore would provide valuable information for their analysis of the tank site by showing how the underlying soils and rock formations relate to the geology of the tank site.

Please review the attached proposal and let us know if it meets the City's needs. If the City chooses to authorize Westech to proceed with this work, please indicate if the authorization includes the proposed additional bore, or if just the base scope is authorized.

In addition to the geotechnical explorations, we have also included some direct time for Westech for the following tasks:

- Manage the geotechnical work on the City's behalf.
- Coordinate survey work to locate the site property lines so that work occurs on City-owned property, and establish elevation bench marks so that geotechnical work can be verified with existing tank elevations.
- Coordinate the work for the construction of the access road for the drill rig to the tank site. This includes a site visit with the road construction contractor and the geotechnical engineer to map the route for the access road.
- Update the water distribution model to evaluate the impacts of the new tank location to system wide fire flows, including the change from the Upper Radar Road site to the new tank location.
- Preparing figures and exhibits using the lidar terrain model to show the plan view layout, cross sections and profiles that depict the nature and scope of the sitework that will be needed to generate budget-level cost estimates associated with developing the site for constructing and maintaining a new water tank.

With our standard subconsultant markup and a budget for Westech's direct time, the total proposed not-to-exceed fees are as listed in the following table.

Yachats Raw Water Tank Geotechnical Evaluation Fee Schedule

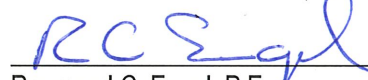
Task	Not to Exceed Fee
Central Engineering Base Fee	\$63,800
Westech Subconsultant Base Fee Markup @10%	\$6,380
Central Engineering Additional Bore Fee	\$7,100
Westech Subconsultant Additional Bore Markup @10%	\$710
Westech Direct Fees	\$14,000
Total Not To Exceed Fee	\$91,990

If the City decides to proceed with this work, we assume that the City will authorize us to proceed with these services under our existing city engineering contract (we will provide separate invoices for this work to allow the City to accurately track costs).

This proposal is valid for 6 months from today's date.

Sincerely,

WESTECH ENGINEERING, INC.



Raymond C. Engel, P.E.
Project Manager

rce
enc.

August 6, 2026

City of Yachats
c/o Westech Engineering, Inc.
3841 Fairview Industrial Drive SE, Suite 100
Salem, OR 97302

Attention: Chris Brugato (cbrugato@westech-eng.com)
Ray Engel (rengel@westech-eng.com)

Subject: Revised Proposal for
Preliminary Geotechnical Engineering Design Services
Proposed Water Tank Site
963 Yachats River Road – Northwest Corner
Yachats, Oregon

Central Project No. Westech-34-02

INTRODUCTION AND PROJECT UNDERSTANDING

Central Engineering Services (Central) is pleased to present this revised proposal to provide preliminary engineering design services for a proposed 1.5-million-gallon water tank site located near the northwest corner of the property at 963 Yachats River Road in Yachats, Oregon. This proposal revises our scope of work and budget outlined in our proposal for the project dated February 9, 2026 as requested by the project team to include revised drilling locations and depths to further characterize the downward slope of the subsurface geologic features at the proposed tank location.

Central previously completed a Geologic Hazard Evaluation¹ (GHE) for this site and the probable access route to the tank site. The GHE concluded that the proposed tank site is considered generally feasible for development and that the site displays relatively low hazard for deep-seated landslides. The GHE also identified potential shallow-seated landslide hazards and recommended areas for subsurface investigation for the proposed project. As part of this scope of work, we have completed two site visits with Westech and the roadbuilding contractor to review the proposed road layout (first site visit on July 16, 2026) and to observe the finished graded access road for exploration equipment (August 3, 2026). We have confirmed with the drilling subcontractor that width and grade are sufficiently prepared for access with a track mounted drill rig to complete explorations.

Documents provided to us show the proposed new water tank to be a 90-foot-diameter, circular-footprint tank surrounded by a circular, 20-foot-wide access drive. The tank site would be constructed on a level pad founded at approximate elevation 220 feet above mean sea level (msl), resulting in a maximum cut of 25 to 30 feet.

At the time of this proposal, foundation loads were not provided. Based on our experience with similar structures, we anticipate a full tank will result in areal dead loads on the order of 2,500 to 3,500 pounds per square foot (psf) and that relatively lightly loaded support structures to house equipment or maintenance space, as well as paved or gravel-covered access roads, will be part of site development.

¹ Central Engineering Services. 2025. *Report of Geologic Hazard Evaluation; Proposed Water Tank Site – 963 Yachats River Road; Yachats, Oregon*. December 17. (Central Project No. Westech-34-01)

BACKGROUND AND APPROACH

Based on the GHE findings and subsequent visits to confirm site access, we recommend our preliminary geotechnical study consist of exploring subsurface conditions at the proposed tank area as well as two locations along the access route. Specifically, we propose drilling two borings at the tank site extending to maximum depths of 80 feet below ground surface (bgs) or terminating 15 feet into basalt below the bottom of tank elevation (220 feet msl), whichever is shallower. Based on existing topography, we propose drilling one boring along the access route to the west and south of the culvert in the roadway (culvert at the drainage draw) and one along the access route further south where the GHA identified potential hummocky slide debris. Both borings in the roadway are proposed to extend to a maximum depth of 40 feet bgs or terminate 5 feet into competent basalt if encountered.

We have budgeted for four full working days for drilling to complete all four borings. Initial discussions proposed completing exploratory borings at the proposed tank location and a single boring in the roadway in the area of the hummocky feature described in the GHA. After walking the site with the project team on July 16, we discussed an additional boring be completed on the downslope side of the proposed tank site on the west (and south) side of the gulley that was to have a culvert placed in it as part of construction of the access roadway. It is our opinion that the additional downslope subsurface data will significantly aid in slope stability analyses and evaluation of the upslope formation on which the tank is proposed to be sited. In addition, after walking the cleared site and referring back to geologic maps of the area, we propose to increase exploration depths at the tank location from 60 feet bgs to 80 feet bgs, and at in the access roadway from 20 feet bgs to 40 feet bgs.

Increasing exploration depths result in an increased total project budget as reflected below of \$5,400 from the original budget. An additional boring will result in an increase to the budget of \$7,100. We note the delta of the additional boring in the Schedule, Terms, and Fees section below for the option of deleting that exploration to save on the total project budget. It is our opinion that obtaining the additional data during a single mobilization for the field work proposed adds value to the overall analyses and provides a less conservative final recommendation as a function of additional data.

The site area is generally densely covered in brush and trees. Site clearing and grading for the roadway have been completed by others in order to access the site. As discussed with the project team, we were on site with the contractor that is clearing and building the access roadway prior to and after completion of on-ground work intended to provide drilling rig access and staging area needs.

SCOPE OF SERVICES

The purpose of our revised scope of services is to provide preliminary geotechnical engineering recommendations for use in evaluating geotechnical feasibility of constructing a water tank at the site. As discussed with the project team, if this site is selected as the reservoir site, additional subsurface investigation may be required to finalize our recommendations and to further evaluate site suitability, and provide appropriate geotechnical design and construction recommendations consistent with code requirements.

Our proposed scope of services is written based on information discussed with Westech, our experience in the area, specific requested services, and our understanding of the project. Specifically, we propose the following scope of services:

- Review information regarding subsurface soil and groundwater conditions in the site vicinity, including reports in our files, selected geologic maps, and other geotechnical engineering-related information.
- Conduct one site visit with the roadbuilding contractor and the project team to walk the potential route access as discussed in the GHA, and a subsequent site visit (two total) after the access route has

been cleared and graded for access, together with the drilling subcontractor to confirm access to exploration locations.

- Coordinate and manage the field investigation, including public utility notification and scheduling of subcontractors and Central field staff.
- Explore subsurface soil and groundwater conditions at the site by drilling two exploratory borings at the proposed tank site (a third boring will be advanced at the tank location if it can be completed during the allotted field schedule of 3 total working days or 4 total working days if the additional roadway exploration is approved by the team), and one exploratory boring along the future access route in the area identified by the GHA and one at the location across the gulley to the west and south of the tank location if approved.

We will complete as many explorations as we can complete over allotted work days (8 on-site hours per day) in the field. Locations of borings will be selected by the project team.

Borings at the proposed tank site will be drilled to a maximum depth of 80 feet bgs or 15 feet into competent bedrock, and the access route borings will be drilled to a maximum depth of 40 feet bgs or 5 feet into competent bedrock. We estimate we can complete 80 to 100 feet of drilling per day, but progress will determine the total number of borings completed at the proposed tank site for the proposed budget.

- Obtain samples at representative intervals from the explorations, observe groundwater conditions, and maintain detailed logs in general accordance with ASTM International (ASTM) Standard Practices Test Method D2488. Qualified staff from our office will observe and document field activities.
- Perform laboratory tests on selected soil samples obtained from the explorations to evaluate pertinent engineering characteristics. Specific laboratory tests will be determined based on soil conditions encountered. For budgeting purposes, we have assumed the following laboratory tests:
 - Four moisture content determination tests in general accordance with ASTM D2216.
 - Two fines content analysis tests in general accordance with ASTM D1140 and/or C117.
 - Two uniaxial compressive strength tests of intact rock in general accordance with ASTM D7012.
- Provide a geotechnical evaluation of the site with respect to geotechnical issues and general slope stability, and provide initial geotechnical design and construction recommendations in a preliminary geotechnical report that will address the following geotechnical components:
 - A general description of site topography, geology, and subsurface conditions.
 - A summary of our geological site reconnaissance.
 - An opinion as to the adequacy of the site for supporting the proposed water tank from a geotechnical engineering standpoint.
 - Estimates of groundwater level and management recommendations, as necessary.
 - Recommendations for site preparation measures, including grading and drainage, stripping depths, the suitability of on-site soils for use as structural fill, and wet/dry weather earthwork.
 - Recommendations for temporary and permanent slopes.
 - Recommendations for supporting the proposed tank, including our opinion of available foundation types, preliminary design soil bearing pressures, and settlement estimates (total and differential).

- Comments on potential for effect of seismic hazards, including liquefaction, slope failure, surface fault rupture, International Building Code (IBC) geotechnical seismic design parameters, and IBC soil classification.

Our geotechnical work will be directly supervised by a geotechnical engineer licensed in the state of Oregon. Our engineer will apply their professional seal to the document.

ASSUMPTIONS

In preparing this proposal, we have made the following assumptions with respect to the geotechnical investigation:

- We will be provided access to the exploration locations by City of Yachats.
- Fieldwork can be completed during normal working hours (M-F 7:00 am-5:00 pm) and will not require nights or weekends.
- A conventional track-mounted drill rig can adequately access the site without use of specialized transporting or supporting equipment, except for a skid-steer support vehicle that will be required to move drilling support equipment to the exploration locations. Specialized pulling/lifting or limited-access drilling equipment can be mobilized for additional cost if authorized.
- Explorations will be extended to depths described above or to refusal in dense or collapsible material. Contingency costs for specialized drilling into dense or collapsible material, if encountered, are not included in this scope of work or cost estimate.
- Excess drill cuttings can be scattered on-site and will not require drumming and removal from the site.
- Contaminated soils will not be encountered during our exploration and sampling. If suspected contamination is encountered (based on field screening), we will stop drilling operations, notify you, and discuss how to proceed.

SCHEDULE, TERMS, AND FEES

We are prepared to schedule the described scope of work immediately following your written authorization to proceed. Typically, we can schedule a site visit within 2 to 3 weeks from the date of authorization. Our report will be available approximately 2 to 3 weeks after completing the site visit. If requested, we can provide a verbal summary of our preliminary findings as the information becomes available through a video meeting call.

We propose to complete the above scope of services for a lump-sum fee of **\$70,900** including the additional exploration depths, **or \$63,800** if the additional boring is not approved or considered necessary by the City or Westech. Our services will be completed in accordance with the Engineering/Consultants Agreement between Westech and Central dated November 1, 2024. Services requested and authorized in addition to the preceding scope of services will be provided in accordance with the attached Schedule of Charges. As a contingency item, an additional field day including field staff, supplies, and per diem will be billed at \$2,480/day and additional day of drilling including drill rig, support vehicles, operator, and per diem will be billed at \$7,200/day for a full-depth boring if additional field services are requested by the project team while our crews are on site. A separate budget including re-mobilization costs can be provided if field services are requested after crews have demobilized from the site.

LIMITATIONS

Our services are for the exclusive use of City of Yachats, Westech, and their authorized agents. There are no intended third-party beneficiaries arising from the services described in this proposal and no party other than those listed above shall have the right to legally rely on the product of our services without prior written permission of Central.

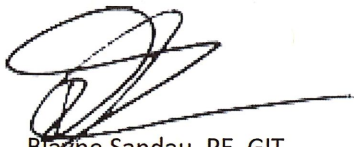
Any third party requesting the right to place legal reliance on the instruments of service produced by Central under this agreement shall be required to sign a Third-Party Reliance Letter. The provisions of the letter shall include a requirement for third party to agree to the same limitations in scope and any limitations in liability negotiated between Central and Westech.

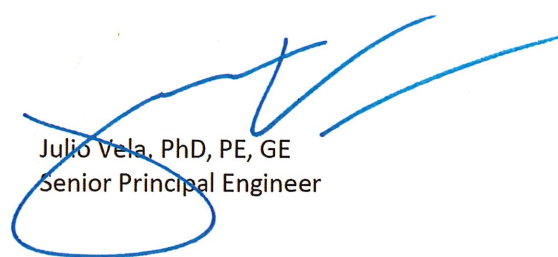
This proposal is valid for a period of 60 days commencing from the first date listed above and subject to renegotiation by Central after the expiration date.

CLOSING

We appreciate the opportunity to provide engineering services to the City of Yachats and Westech. To authorize the scope of work presented herein, please sign below and return to Central.

Sincerely,


 Blayne Sandau, PE, GIT
 Senior Project Manager


 Julio Vela, PhD, PE, GE
 Senior Principal Engineer

AUTHORIZATION

The client signature below indicates authorization to perform the scope of services indicated in this proposal under the terms of the Engineering/Consultants Agreement between Westech and Central dated November 1, 2024.

Client: Westech Engineering, Inc.

Date: _____

Name and Title: _____

Signature: _____

Attachments:

- Schedule of Fees – 2026
- Authorized budget (select one):
 - ☐ \$70,900 (include all explorations outlined in scope above)
 - ☐ \$63,800 (delete supplemental roadway exploration outlined in scope above)

SCHEDULE OF FEES - 2026

CONSULTING SERVICES			CONSULTING SERVICES		
	Billed	Rate		Billed	Rate
Senior Principal	Hourly	\$300	Engineering/Geological Staff III	Hourly	\$180
Principal	Hourly	\$280	Engineering/Geological Staff II	Hourly	\$162
Principal Engineering Geologist	Hourly	\$266	Engineering/Geological Staff I	Hourly	\$147
Senior Associate	Hourly	\$255	Senior Technician	Hourly	\$143
Associate	Hourly	\$250	Field Technician II	Hourly	\$133
Senior Project Manager II	Hourly	\$245	Field Technician I	Hourly	\$108
Senior Project Manager I	Hourly	\$236	Senior Technical Editor	Hourly	\$145
Project Manager II	Hourly	\$230	Senior Administrative Assistant	Hourly	\$118
Project Manager I	Hourly	\$210	Administrative Assistant	Hourly	\$107
			Office Support	Hourly	\$102
Geotechnical Laboratory Services			Geotechnical Laboratory Services		
	Billed	Rate		Billed	Rate
Number 200 Wash	Each	\$150	Sample Preparation/Management Time	Hourly	\$132
Atterberg Limits	Each	\$270	Sieve Analysis: 1 1/2-inch max	Each	\$340
In-Situ Dry Density and Moisture Content	Each	\$57	Coarse Aggregate Specific Gravity	Each	\$80
Moisture Content	Each	\$47	Consolidation - Two Rebounds	Each	\$815
Proctor Moisture-Density	Each	\$405	Soil-Cement Unconfied Compressive	Each	\$130
Equipment / Other Services			Equipment / Other Services		
	Billed	Rate		Billed	Rate
Falling Weight Deflectometer	Daily	\$2,850	Fixed Gas Meter	Daily	\$245
Ground Penetrating Radar	Daily	\$1,960	Mini Air Pump	Daily	\$60
Refraction Microtremor (ReMi)	Daily	\$1,030	Peristaltic Pump	Daily	\$76
Global Positioning System (differential)	Daily	\$135	Photoionization Detector	Daily	\$130
Piezometer (infiltration field testing)	Daily	\$98	Rotary Hammer	Daily	\$100
Water Level Meter	Daily	\$40	Sampling/ Decon Kit	Daily	\$64
Piezometer (installation)	Quote	\$0	Swing Sampler	Daily	\$26
Dynamic Cone Penetrometer	Daily	\$145	Vapor Intrusion Sampling Kit	Daily	\$68
Hand Auger	Daily	\$42	pH Meter	Daily	\$46
Drone Flight Services	Hourly	\$260	Turbidity Meter	Daily	\$60
Drone Hardware & Flight Fee	Daily	\$185	4-Gas Meter	Daily	\$86
Nuclear Densometer	Daily	\$94	Interface Probe	Daily	\$85
Speciality Software	Each	\$260	YSI/Aquaread Multiparameter	Daily	\$155
Bladder Pump	Daily	\$242	Helium Detector	Daily	\$290
Whale Pump	Daily	\$52	Slide Hammer/Sampler	Daily	\$26
Submersible Pump	Daily	\$26			\$0
Vehicle Usage, per mile	Mile	Current	Vehicle Usage, per day	Daily	\$98
Agency jobs, or when travel is over 130 daily miles		federal rate	Non-agency jobs, when travel is under 130 daily miles		
Consumable Field Supplies			Consumable Field Supplies		
	Billed	Rate		Billed	Rate
Bladders	Each	\$26	Water Sample Field Filter	Each	\$26
Disposable Bailers	Each	\$22	Well Caps	Each	\$20
Vapor Pin	Each	\$145	Well Lock	Each	\$15
Waste Disposal Drum	Each	\$109			

- Daily Fees for Drone, Nuclear Densometer and Central Vehicles are only billed once daily per site per day.
- Construction observation incurs overtime outside of normal hours (M-F 7am - 5pm) and any time over eight hours/day.
- Staff time spent in depositions, trial preparation, and court of testimony will be billed at 2 times the listed rates.
- Construction observation incurs holiday overtime (two times standard rates) on holidays.
- Rushed laboratory testing (turnaround less than two days) will be invoiced at 1.5 times the indicated amount.
- Outside services will incur a management fee of cost +15%

GENERAL TERMS AND CONDITIONS

1. Scope of Services. Central Geotechnical Services, LLC (Central) shall perform for Client the professional engineering services stated in this Agreement (the "Services"). No additional Services will be performed nor required of Central without the parties' written agreement. Portions of the Services may be subcontracted.

2. Independent Contractors; Third Party Beneficiaries. The parties' relationship under this Agreement is that of independent contractors. Neither party will be deemed to be an employee, agent, nor legal representative of the other for any purpose. Neither party has any right, power, or authority to create any obligation or responsibility on behalf of the other party. This Agreement is for the sole benefit of the parties and their respective permitted successors and assigns. Except as expressly set forth herein, the parties do not intend the benefits of this Agreement to inure to any third party, and nothing contained herein will be construed as creating any right, claim or cause of action in favor of any such third party against any party hereto.

3. Client Responsibilities. Client shall provide Central all information necessary for the Services and designate a person to act with authority on Client's behalf for the Services. Such person shall examine and promptly respond to Central's submissions and requests for information. Central may rely on all information provided to it by Client. However, Central assumes no responsibility or liability for the accuracy or completeness of information provided to it by Client.

4. Payment. Fees and other charges will be billed in accordance with the terms and conditions outlined in this Agreement. Refer to specific proposal language regarding projects that require payment in full up front, a retainer, or full payment prior to the release of signed deliverables. Central may increase its rates and fees provided that Central provides written notice to Client not less than 45 days before such price increase. Unless otherwise stated in the proposal language, for progress payments and time and expense projects, the amount of each billing will be due and payable 30 days after the date of such billing. Any portion of a billing not paid 30 days after the billing date will be delinquent and will bear a late fee of 9 percent per month on the unpaid balance. If any billing is not paid within thirty days after the billing date, then in addition to any other remedies as may be available to Central, Central may cease performing work upon delivery of written notice to Client of its intention to do so. Additionally, Central may cease performing work under any other agreement as may then be outstanding between the parties. If Client's account is past due and referred to a third party for collection, Client will be liable for all collection costs and attorney's fees that may be incurred to collect payment in addition to fees owed. Payment plans may be considered on a case-by-case basis, under a separate agreement, signed by both parties. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Central if prevailing wages apply. Client agrees to defend, indemnify, and hold harmless Central from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.

5. Site Access, Safety, and Operations. Client shall secure all necessary site access approvals, permits, licenses, and consents necessary to commence and complete the Services. Central is only responsible for supervision and site safety of its employees.

Central will take reasonable precaution to minimize damage to the site caused by operations pursuant to the Services. However, unless stated in the Agreement, Central is not otherwise responsible for site damage and restoration therefore. If the parties agree in writing, Central shall perform site restoration for a reasonable additional cost.

6. Testing and Observation. Client shall cause all tests and observations of the site performed by Central to be scheduled and timely. Further, Client understands that sampling and testing are discrete observation procedures, and that such procedures indicate conditions only at the depths, locations, and times sampling and testing was performed. As such, Client understands that testing and observation are not continuous or exhaustive, and site conditions may differ from sampled and tested conditions, and therefore Central disclaims and waives any responsibility or liability for any losses, damages, missed opportunities, or hardship of any nature arising from site conditions, testing performed, and testing not performed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services and notifying and scheduling Central so Central can perform these Services. Central is not responsible for damages caused by Services not performed due to a failure to request or schedule Central's Services. Central shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Central's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered

in its work or create a warranty or guarantee. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. Quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal.

7. Utilities. Client shall defend, hold harmless and indemnify Central from any and all damages or claims of damage to any such underground structures or utilities not called to Central attention or incorrectly shown on surveys or plans furnished to Central.

8. Sample Disposition. Samples are consumed in testing or disposed of upon completion of the testing procedures, unless stated otherwise in the Services. Central is not responsible for disposition of any hazardous waste, toxic, radioactive, or contaminated materials. Central may retain uncontaminated samples of soil or rock taken in connection with the Services. Central will retain such samples for 30 days. Retention of such samples beyond 30 days will occur only at Client's written request and in return for payment of storage charges incurred.

9. Documents. All documents produced by Central under this Agreement shall remain the sole property of Central. Any reuse or modification of documents by Client or any third party obtaining the documents through Client will be at Client's sole risk and without any liability to Central. Client shall defend, hold harmless and indemnify Central from all third party claims, demands, actions, and expenses (including reasonable attorney's fees, expert fees, and other costs of defense) arising from or in any way related to the reuse or modification of Central produced documents relating to or arising from the Project by Client or any third party. Client agrees that all documents furnished by Central to Client or Client's agents or designees, if not paid for, shall be returned upon demand and will not be used by Client or any other entity for any purpose whatsoever.

10. Certifications. Client shall not require that Central execute any certification with regard to services performed or work tested and/or observed under this Agreement unless: (a) Central believes that it has performed sufficient services to provide a sufficient basis to issue the certification, (b) Central believes that the services performed or work tested and/or observed meet the criteria of the proposed certification, and (c) Central has reviewed and approved in writing the exact form of such certification prior to execution of this Agreement. Any certification by Central is limited to an expression of professional opinion based upon the services performed by it, and does not constitute or imply a warranty or guarantee of any kind.

11. Cost and Other Estimates. Any cost estimates as may be provided are made only on the basis of Central's experience and judgment. No warranty is given, express or implied, that proposals or bids or actual project construction costs will not vary from cost estimates provided by Central. Additionally, Central makes no representations concerning estimates of area or volumes. Such estimates are estimates only. No warranty is made that estimates of areas or volumes will not be different from actual quantities.

12. Construction Observation. If Client retains Central to provide services to observe portions of geotechnical construction work, foundation excavations, or other field activities, Central shall report its observations and opinions to Client or Client's designated agent. Central will report observed geotechnical-related work that, in Central's opinion, does not conform to plans or specifications. Client acknowledges that Central has no right to reject or stop work of any Client contractor, subcontractor or agent. Central's geotechnical construction or foundation observation does not include nor consist of exploratory investigation, subsurface evaluation, seismic evaluation, groundwater analysis or any other activities associated with site investigation. Construction observation is limited to materials tested and observed during the construction phase of the Project and is not a warranty or evaluation of subsurface conditions. Central claims no past or prior knowledge of site conditions other than those documented in our reports. Notwithstanding any services provided by way of observation, Central is not responsible for ensuring that the work of any contractor is performed correctly, and Client waives any claim that Central is liable for work in place performed by third parties. Central further disclaims and waives any responsibility or liability for any losses, damages, missed opportunities, or hardship of any nature arising from any actions taken or not taken by Client or third parties during construction.

If Client does not retain Central for the purpose of monitoring construction work or field activities, Central shall not be liable or responsible for any such activities, or for the geotechnical performance of the completed Project. Client shall defend, hold harmless and indemnify Central from any and all losses and/or judgments incurred by

GENERAL TERMS AND CONDITIONS

Central as a result of a claim or lawsuit resulting from Client's failure to monitor construction work or field activities for which Central has not been retained.

13. Unforeseen Conditions. If site conditions differ materially from those observed at the time of proposal, Central shall be entitled to a change order equitably adjusting the fee before proceeding with the Services.

14. Standard of Care. Central will provide its services under this agreement in a manner consistent with that level of care and skill ordinarily exercised by members of its profession currently practicing under similar conditions and time period in the locality of the project. Central makes no other representation regarding its services, and no guarantee or warranty, express or implied, is included or intended as to any findings, recommendations, specifications, reports, opinions, documents or other instruments of service prepared by Central. No agent or representative of Central has any authority to modify this disclaimer of warranty. Client recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys or explorations are to be made by Central. At any time, Central may dissolve this contract if it is deemed that the project has not been in direct compliance with recommendations, payment has not been received, or any other questionable business practices such as ethical, environmental, safety, or other perceived risks are discovered during the course of the contract. Client acknowledges that the interpretations and recommendations made by Central are based solely on the information available to Central. Client agrees that Central has been engaged to provide technical professional services only, and that Central does not owe any fiduciary responsibility to the Client, or the project Owner, if different from Client.

15. Limited Liability. To the maximum extent permitted by applicable law, the total liability of Central, including its and its members, employees, agents and/or subconsultants to Client and all third parties claiming by or through Client relating to or arising from this Agreement is limited to the amount Client paid Central under this Agreement or \$25,000.00, whichever is less. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, including negligence, strict liability, statutory liability, breach of contract, breach of warranty, negligent misrepresentation, or other acts giving rise to all liability based on contract, tort, or statute, unless otherwise prohibited by law. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES OF ANY KIND FOR ANY REASON, EVEN IF A PARTY WAS WARNED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE IN ADVANCE. Client expressly waives any right to sue, or otherwise make any claim against, any of Central's officers or employees, past or present, as individuals, for any cause.

16. Indemnity/Statute of Limitations. Central and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Central and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Causes of action arising out of the Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Central's substantial completion of the Services.

17. Environmental Indemnity. In connection with toxic or hazardous substances or constituents and to the maximum extent permitted by law, Client agrees to defend, hold harmless, and indemnify Central from and against any and all claims, liabilities, or judgments resulting from Client violation of any federal, state, or local statute; regulation or ordinance relating to the management or disposal of toxic or hazardous substances or constituents; Client undertaking of or arrangement for the handling, removal, treatment, storage, transportation or disposal of toxic or hazardous substances or constituents found or identified at the site; toxic or hazardous substances at constituents introduced at the site by Client or third persons before, during, or after the completion of the Services; allegations that Central is a handler, generator, operator, storer, transporter, or disposer unless expressly retained by Client for such services under the Resource Conservation and Recovery Act of 1976 as amended or any other similar federal, state or local regulation or law due to Central's services; or, any third party suit or claim for damages against Central alleging strict liability, personal injury (including death) or property damage from exposure to or release of toxic or hazardous substances or constituents at or from the project site before, during, or after completion of the Services.

18. Force Majeure. Neither party will be liable to the other party for any failure to perform any of its obligations under this Agreement, except payment, during any period in which such performance is delayed by circumstances beyond its reasonable control including fire, flood, earthquake, war, embargo, strike, riot, pandemic, or the intervention of any governmental authority (a "Force Majeure"). In such event, however, the delayed party must promptly provide the other party with written notice of the Force Majeure. The delayed party's time for performance will be excused for the duration of the Force Majeure, but if the Force Majeure events lasts longer than 30 days, the other party may immediately terminate this Agreement by giving written notice to the delayed party.

19. Entire Agreement. This Agreement, including the proposal and all referenced attachments, constitutes the complete and final agreement between the parties, and supersedes all prior negotiations, agreements, and understandings between the parties concerning its subject matter. The use of preprinted forms, such as purchase orders or similar documents, is for convenience only and all terms and conditions stated therein, except for any information called for by this Agreement, are void and of no effect. Change orders or services outside the scope of this Agreement, such as any services performed prior to the effective date hereof, or performed on a voluntary basis, shall be deemed to have been performed under this agreement.

20. Waiver; Amendment. No waiver, amendment or modification of this Agreement will be effective unless in writing and signed by the parties. No failure or delay in exercising any right or remedy, or in requiring the satisfaction of any condition, under this Agreement, and no act, omission or course of dealing between the parties, operates as a waiver or estoppel of any right, remedy or condition.

21. Severability. If any provision of this Agreement is found to be unenforceable under law, the remaining provisions shall continue in full force and effect.

22. Assignment. This Agreement may not be assigned by either party without the prior permission of the other.

23. Notices. Unless otherwise provided for in this Agreement, all notices or other communications required under this Agreement must be in writing and either personally delivered or sent in any fashion that provides written proof of actual delivery by a third party.

24. Governing Law. The laws of the State of Oregon, excluding its conflicts of laws provisions, govern all matters arising from or related to this Agreement. All litigated disputes arising from or related to this Agreement will be heard exclusively in, and the parties irrevocably consent to jurisdiction and venue in, the state and federal courts of Washington County, Oregon.

25. Disputes. In the event of a disagreement, the parties shall use their best efforts to resolve the dispute in good faith discussions and/or negotiations with one another. If unsuccessful in resolving the dispute, the parties shall mediate any dispute prior to and as a precondition to commencement of a lawsuit by either. However, if a dispute results in litigation, and the claimant does not prevail at trial, then the claimant shall pay all costs incurred in pursuing and defending the claim, including reasonable attorney's fees. Client shall not be entitled to assert a claim against Central based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer or geologist that Central has violated the standard of care applicable to Central's performance of the Services. Client shall provide this opinion to Central. In the event of any claim by Client, Client must give written notice to Central within 30 days of discovery of the facts alleged to justify the claim.

26. Termination. Should either party commit a material breach of any obligation hereunder, the other party may terminate this Agreement upon 30 days' written notice to the other party. Such notice shall state in reasonable detail the breach upon which termination is based. Termination will not occur and the breaching party will not be liable for any further remedy if such breach is cured within the 30-day period.