

August 26, 2025

Ocean Block Capital  
777 Third Avenue, 26<sup>th</sup> Floor  
New York, New York 10017

Attention: Joe Ricciuti (jr@oceanblockcapital.com)

Subject: Proposal for Environmental Services  
Central Project No. OceanBlock-1-01  
3830 Cross Street Site  
3830 Cross Street  
Eugene, Oregon

## INTRODUCTION AND PROJECT UNDERSTANDING

Central Engineering Services (Central) is pleased to submit this proposal to provide environmental services for the property at 3830 Cross Street in Eugene, Oregon (Subject Property). The Subject Property consists of Tax Lots 1704273000401 and 1704273000600 of Lane County Tax Map 17042730. It is our understanding that the Subject Property is listed in the Oregon Department of Environmental Quality's (DEQ's) Environmental Cleanup Site Information (ECSI) database, ECSI No. 1192. The Subject Property is identified as the Heli-Jet site in the ECSI database. Ocean Block Capital (OBC) is seeking a No Further Action (NFA) determination from DEQ. In 2025, Green Environmental Management (GEM) prepared an Independent Cleanup Pathway (ICP) Final Report to support an NFA determination.<sup>1</sup> Based on their review of the ICP Final Report, DEQ expressed concerns regarding a drainage ditch south of the Subject Property and evidence of a log pond and wood debris in the subsurface as a possible methane source. Central has prepared this proposal to provide additional data to address DEQ's concerns and to help support an NFA determination for the Subject Property. Our proposed scope of services, estimated fees, and assumptions are provided below.

## SCOPE OF SERVICES

To address DEQ's concerns, Central will conduct a methane investigation and assess the drainage ditch for potential impacts due historical site uses at the Subject Property. Details are provided below.

## WORK PLAN PREPARATION

As part of our scope of services, we will prepare a brief work plan describing our approach, sampling methodologies, and QA/QC procedures to conduct the methane investigation and assess the drainage ditch. The work plan will be based on recent correspondence with DEQ. We anticipate the work plan will be an email submitted to DEQ and will include a site plan showing the proposed boring and sampling locations. DEQ approval of the work plan will be needed to proceed with the investigation activities.

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<sup>1</sup> GEM. 2025. *Independent Cleanup Pathway Final Report; 3830 Cross Street; Eugene, Oregon 97402; OR DEQ ECSI Site Name: Heli-Jet; OR DEQ ECSI Site ID 1192*, dated April 1, 2025.

## **METHANE INVESTIGATION**

Following DEQ approval of the work plan, Central will conduct a methane investigation at the Subject Property that will include the following:

- Contact Oregon's one-call utility notification center to mark the location of public utilities beneath the Subject Property;
- Subcontract a private utility locator to evaluate proposed boring locations for the possible presence of unmarked underground utilities;
- Subcontract a licensed driller to advance up to eight borings using direct-push drilling methods to target depths ranging between 5 and 8 feet below ground surface (bgs) or refusal;
- Install eight soil gas sampling points in side-by-side pairs. For each pair, one soil gas sampling point will be installed with the screened interval just above the wood debris layer. The second soil gas sampling point will be installed with the screened interval approximately 2 to 3 feet below the top of the wood debris layer. Based on previous explorations, the wood debris layer is approximately 5 feet bgs. Therefore, we anticipate screened intervals of 4 to 5 feet bgs and 7 to 8 feet bgs, respectively, for each soil sampling point pair. The soil gas sampling points will consist of 1-foot-long soil gas implants connected to ¼-inch polyethylene tubing or equivalent. Each soil gas sampling point will be fitted with a valve and capped. The sampling points will be allowed to stabilize for a minimum of 16 hours before collecting soil gas measurements.
- Connect a calibrated Landtec GEM-5000 Plus methane meter (GEM-5000 Plus), or similar model, to the soil gas sampling points. Open the valve to measure and record pressure readings in the soil gas sampling points. Purge soil gas sampling points with the GEM-5000 Plus. Measure and record peak methane and stabilized methane concentrations. Measure and record stabilized concentrations for the following: oxygen, carbon dioxide, balance gases (nitrogen), and hydrogen sulfide.
- Place investigation derived waste (IDW) in Department-of-Transportation-approved drums to be temporarily stored on the Subject Property pending analytical results for proper disposal.
- Collect a composite sample of the IDW to characterize for proper disposal. The composite IDW sample will be analyzed for the following constituents:
  - Gasoline-range organics (GRO) by Method NWTPH-Gx;
  - Volatile organic compounds (VOCs) by U.S. Environmental Protection Agency (EPA) Method 8260B;
  - Polycyclic aromatic hydrocarbons (PAHs) by EPA Method 8270D-SIM; and
  - Resource Conservation and Recovery Act (RCRA) 8 metals by EPA Methods 6020B/7471A.
- Coordinate the proper disposal of drummed IDW.

Results from the methane investigation will be included in a report as discussed below.

## **DRAINAGE DITCH ASSESSMENT**

DEQ expressed concerns that past uses may have impacted an off-site drainage ditch located south of the Subject Property (Zip-O-Log Mill property), and requested soil/sediment sampling from the drainage ditch to assess potential impacts. To address DEQ's concerns, Central will conduct the following:

- Collect up to two surface soil/sediment samples as close to the northern side of the drainage ditch as possible from the Subject Property. The soil/sediment samples will be collected using stainless steel hand tools, such as hand auger or soil probe. Samples will be collected from directly below the

vegetation root zone, if present, and will be placed into laboratory-provided sampling containers and set immediately on ice. Samples will be handled in accordance with standard chain-of-custody protocols.

- Decontaminate hand tools between sample locations using alconox and a deionized water rinse.
- Submit up to two soil/sediment samples to a chemical analytical laboratory for analysis of the following:
  - GRO by Method NWTPH-Gx;
  - VOCs by EPA Method 8260B;
  - PAHs by EPA Method 8270D-SIM; and
  - RCRA 8 metals by EPA Methods 6020B/7471A.

Results from of the drainage ditch assessment will be included in a report as discussed below.

### ***METHANE INVESTIGATION AND DRAINAGE DITCH ASSESSMENT REPORT***

Central will summarize the results of the investigation activities in a letter report following receipt of the laboratory analyses. The letter report will include the following:

- A description of Subject Property conditions, field and sample collection activities, and methods.
- A site plan depicting soil gas and soil/sediment sample locations.
- Tabulated chemical analytical data.
- A discussion of the methane investigation results and chemical analytical data. Soil gas and soil/sediment data will be compared to the applicable DEQ regulatory values and risk-based concentrations (RBCs). Based on the findings, recommendations for further assessment or other activities will be provided as appropriate.
- Supporting information, including field reports, laboratory analytical reports, and chain-of-custody documents.

### ***PROJECT MANAGEMENT***

Central has included estimated fees to provide project management services. Project management activities will include project coordination, file review, budget tracking, invoice review, and timely client communication regarding project status and updates. For estimating purposes, Central assumed 3 months of project management activities.

### **ASSUMPTIONS**

The following assumptions were made during the preparation of this proposal:

- Soil/sediment samples can be collected with standard hand tools.
- No removal of blackberry bushes or other obstacles will be required to collect the soil/sediment samples.
- Methane investigation and drainage ditch assessment will be conducted in 2 field days under a single mobilization.
- Soil/sediment and IDW samples will be submitted for analysis on a standard 7- to 10-day laboratory turnaround time.

- The locations of the proposed soil gas samples and soil/sediment samples will be free of automobiles, equipment, and other obstructions for the drilling and sampling.
- Access to the work areas will be unlimited.
- IDW disposal will will not exceed one drum and will be non-hazardous.
- The property owner will provide legal right-of-entry to the Subject Property (and other areas if required) to conduct the scope of services described above. The property owner will notify Central of any restrictions, special site access requirements, or known potentially hazardous conditions at the Subject Property (e.g., hazardous materials or processes, specialized protective equipment requirements, unsound structural conditions) a minimum of 48 hours before fieldwork is scheduled to begin.
- The Methane Investigation and Drainage Ditch Assessment Report will be submitted to DEQ in draft form for review and comment. We assume reasonable revisions requested by DEQ will be needed to finalize the report.
- Findings, conclusions, and recommendations resulting from these services will be based on information derived from on-site activities and other services performed under this scope of services; such information is subject to change over time. Certain indicators of the presence of hazardous substances, petroleum products, or other constituents may be latent, inaccessible, unobservable, non-detectable, or not present during these services; we cannot represent that the Subject Property does not contain hazardous substances, toxic substances, petroleum products, or other latent conditions beyond those identified during the proposed investigation. Subsurface conditions may vary from those encountered at specific borings or during other surveys, tests, assessments, investigations, or exploratory services; the data, interpretations, findings, and our recommendations are based solely on data obtained at the locations and time of our investigation and within the scope of these services.

### SCHEDULE, TERMS, AND FEES

Central is prepared to begin conducting the proposed scope of services upon receiving written authorization to proceed. We anticipate the work plan will be ready for DEQ's review within 2 weeks of receiving notice to proceed. Investigation activities will be scheduled as soon as possible after receiving DEQ approval of the work plan. Fieldwork is subject to subcontractor availability.

Central will conduct the scope of services described herein on a time and expense, not to exceed basis for an estimated fee of **\$24,150** in accordance with the Schedule of Charges and General Terms and Conditions that are attached to and part of this agreement. The following provides an approximate breakdown of our estimated fees.

Description	Estimated Fees
Work Plan Preparation	\$1,500
Methane Investigation and Drainage Ditch Assessment	\$6,740
Subcontracted Laboratory Analysis	\$2,210
Subcontracted Drilling Services	\$5,140
Subcontracted Private Utility Services	\$515
Subcontracted Drum Disposal	\$575
Methane Investigation and Drainage Ditch Assessment Letter Report	\$4,670
Project Management	\$2,800
<b>Estimated Total</b>	<b>\$24,150</b>

Additional services will be discussed with OBC. Additional services will not be undertaken without prior approval.


### **LIMITATIONS**

Our services are for the exclusive use of OBC 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.

### **CLOSING**

We appreciate the opportunity to provide environmental services to OBC. To authorize the scope of work presented herein, please sign below and return to Central.

Sincerely,



Mike Coenen, P.E.  
Principal Engineer

### **AUTHORIZATION**

This proposal, and the attached terms and conditions as well as the schedule of fees constitute the entire agreement between the parties. The client signature below indicates authorization to sign on behalf of OBC and their authorized agents.

Central Geotechnical Services, LLC dba Central  
Engineering Services

Ocean Block Capital

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

### **Attachments:**

- Schedule of Fees – 2025
- General Terms and Conditions

SCHEDULE OF FEES - 2025					
CONSULTING SERVICES	Billed	Rate	CONSULTING SERVICES	Billed	Rate
Senior Principal	Hourly	\$290	Engineering/Geological Staff III	Hourly	\$173
Principal	Hourly	\$270	Engineering/Geological Staff II	Hourly	\$157
Principal Engineering Geologist	Hourly	\$257	Engineering/Geological Staff I	Hourly	\$142
Senior Associate	Hourly	\$248	Senior Technician	Hourly	\$139
Associate	Hourly	\$242	Field Technician II	Hourly	\$128
Senior Project Manager II	Hourly	\$236	Field Technician I	Hourly	\$105
Senior Project Manager I	Hourly	\$228	Technical Editor	Hourly	\$140
Project Manager II	Hourly	\$220	Senior Administrative Assistant	Hourly	\$115
Project Manager I	Hourly	\$202	Administrative Assistant	Hourly	\$104
			Office Support	Hourly	\$98
Geotechnical Laboratory Services	Billed	Rate	Geotechnical Laboratory Services	Billed	Rate
Number 200 Wash	Each	\$145	Sample Preparation/Management Time	Hourly	\$128
Atterberg Limits	Each	\$260	Sieve Analysis: 1 1/2-inch max	Each	\$330
In-Situ Dry Density and Moisture Content	Each	\$55	Coarse Aggregate Specific Gravity	Each	\$75
Moisture Content	Each	\$45	Consolidation - Two Rebounds	Each	\$785
Proctor Moisture-Density	Each	\$390	Soil-Cement Unconfined Compressive	Each	\$125
Equipment / Other Services	Billed	Rate	Equipment / Other Services	Billed	Rate
Falling Weight Deflectometer	Daily	\$2,750	Fixed Gas Meter	Daily	\$238
Ground Penetrating Radar	Daily	\$1,900	Mini Air Pump	Daily	\$58
Refraction Microtremor (ReMi)	Daily	\$1,000	Peristaltic Pump	Daily	\$75
Global Positioning System (differential)	Daily	\$130	Photoionization Detector	Daily	\$125
Piezometer (infiltration field testing)	Daily	\$95	Rotary Hammer	Daily	\$96
Water Level Meter	Daily	\$38	Sampling/ Decon Kit	Daily	\$62
Piezometer (installation)	Quote	Quote	Swing Sampler	Daily	\$25
Dynamic Cone Penetrometer	Daily	\$140	Vapor Intrusion Sampling Kit	Daily	\$65
Hand Auger	Daily	\$40	pH Meter	Daily	\$44
Drone Flight Services	Hourly	\$250	Turbidity Meter	Daily	\$58
Drone Hardware & Flight Fee	Daily	\$180	4-Gas Meter	Daily	\$83
Nuclear Densometer	Daily	\$90	Interface Probe	Daily	\$83
Specialty Software	Each	\$250	YSI/Aquaread Multiparameter	Daily	\$150
Bladder Pump	Daily	\$235	Helium Detector	Daily	\$280
Whale Pump	Daily	\$50	Slide Hammer/Sampler	Daily	\$25
Submersible Pump	Daily	\$25			
Vehicle Usage, per mile	Mile	Current federal rate	Vehicle Usage, per day	Daily	\$95
Agency jobs, or when travel is over 130 daily miles			Non-agency jobs, when travel is under 130 daily miles		
Consumable Field Supplies	Billed	Rate	Consumable Field Supplies	Billed	Rate
Bladders	Each	\$25	Water Sample Field Filter	Each	\$25
Disposable Bailers	Each	\$20	Well Caps	Each	\$20
Vapor Pin	Each	\$140	Well Lock	Each	\$15
Waste Disposal Drum	Each	\$105			

- Daily Fees for Drone, Nuclear Densometer and CGS 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

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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.