

# Exhibit “A”



# State of New Jersey

DEPARTMENT OF ENVIRONMENTAL PROTECTION

CHRIS CHRISTIE  
Governor

GREEN ACRES PROGRAM  
MAIL CODE 501-01  
P.O. BOX 420

KIM GUADAGNO  
Lt. Governor

TRENTON, NEW JERSEY 08625-0420  
TEL: 609-984-0500 FAX: 609-984-0608

FORWARDED  
TO HENRY &  
BILL KEITOE FOR  
COMPLIANCE  
BOB MARTIN  
Commissioner  
9/25/17

August 21, 2017

Mr. John Sayers, Business Administrator  
West Orange Township  
66 Main Street  
West Orange Township, NJ 07052

Re: Project # 0722-17-035  
Project Name: Township of West Orange Multi Park Development  
West Orange Township, Essex County

Dear Mr. Sayers,

As you are aware, West Orange Township has received approval for a Green Acres matching grant of \$45,525 and a Green Acres loan of \$136,575 for the Township of West Orange Multi Park Development project. Appropriation bills authorizing this funding were recently passed by the legislature and signed by the Governor. Shortly, I will forward the Green Acres Project Agreements, which will obligate funds for this project. Listed below are several items that must be submitted and additional guidelines that need to be followed for project implementation.

1. A **Preliminary Assessment Report** prepared in accordance with the Technical Requirements for Site Remediation (N.J.A.C. 7:26E) as well as NJDEP's October 2015 Preliminary Assessment Technical Guidance document, available at [http://www.state.nj.us/dep/srp/guidance/srra/pa\\_soils\\_guidance.pdf](http://www.state.nj.us/dep/srp/guidance/srra/pa_soils_guidance.pdf), must be submitted to our office for review within 60 days. Please consult the Frequently Asked Questions regarding Preliminary Assessment Reports page on our website for more information: <http://www.state.nj.us/dep/greenacres/prelim.html>. Please note that the Preliminary Assessment Report submission must be accompanied by a completed Preliminary Assessment Checklist, available at: [http://www.state.nj.us/dep/greenacres/pdf/2013\\_feb\\_prelim\\_assessment\\_checklist.pdf](http://www.state.nj.us/dep/greenacres/pdf/2013_feb_prelim_assessment_checklist.pdf). This item should be your first priority.
2. A **construction schedule** outlining the anticipated project timeline must also be submitted.
3. One copy of **construction drawings**, signed and sealed by a New Jersey licensed architect, landscape architect, or engineer, must be submitted for Green Acres pre-bid review within 90 days. The drawings must be consistent with the approved project scope.

Please note that per N.J.A.C. 5:23-7.16 all recreational facilities in New Jersey must be accessible to people with physical disabilities. An accessible route of travel is required at and between all facilities, support facilities, and access points with surfaces permitting independent wheelchair passage. The

*New Jersey Barrier Free Subcode: Recreation Section*, available from the Department of Community Affairs Division of Codes and Standards (609-292-7899), provides details on making recreation facilities accessible.

In preparing the bid documents for this project, please note the following requirements:

- a) The following statement must appear in the newspaper advertisement and invitation to bid:  
*"Please be advised that State funds through the Green Acres Program are being utilized in this project. Under N.J.A.C. 7:1-5, vendors currently suspended, debarred, or disqualified are excluded from participation on this project."*
- b) The Mandatory Affirmative Action Language for Professional and Construction Contracts (P.L. 1975, C.127) must be incorporated into all contract documents.
4. A **construction sign** prepared according to the enclosed detail sheet must be erected and maintained for the duration of the project. The tree graphic in the lower right corner of the sign must be obtained from our office at the appropriate time.
5. A **Development Compliance Checklist form**, which can be found at [http://www.state.nj.us/dep/greenacres/pdf/Development\\_Compliance\\_Checklist.pdf](http://www.state.nj.us/dep/greenacres/pdf/Development_Compliance_Checklist.pdf). This form must be signed by both West Orange Township's chief executive officer and its attorney, certifying that all Green Acres Program requirements have or will be satisfied, must be submitted. This form should accompany West Orange Township's submission of construction drawings for Green Acres pre-bid approval.
6. It is West Orange Township's responsibility to secure and submit to Green Acres all **applicable permits** for the project. The permits or letters of waiver must be provided by all agencies claiming jurisdiction prior to this office approving construction drawings.
7. A **Pre-Construction Engineering Certification form**, found at <http://www.state.nj.us/dep/greenacres/pdf/PreConstructionEngCert.pdf> must be executed by a licensed professional engineer or architect and submitted with the construction drawings.
8. The **Local Public Contracts Law Memorandum form**, found at <http://www.state.nj.us/dep/greenacres/pdf/LocalPublicContractsLawMemo.pdf> must be executed by West Orange Township's attorney as it relates to the retention of professional services and construction contracts pursuant to N.J.S.A. 40A:11-1 et seq. Please submit a completed memorandum to our office upon execution of each project related contract. Questions regarding the Local Public Contracts Law may be directed to your attorney or to the Department of Community Affairs Division of Local Government Services at (609) 292-6613.

A Microsoft Word version of many of the required Green Acres forms is also available on the "Forms" page of our website at <http://www.state.nj.us/dep/greenacres/pdflaunch.html>.

During construction, project sponsors are strongly urged to minimize the use of change orders, as is consistent with the Local Public Contracts Law guidelines and regulations. To ensure eligibility, all change orders should be submitted to our office for review. Since the State will review the annual single

audit report, West Orange Township must maintain copies of all contracts, change orders (if applicable), signed vouchers, and cancelled checks.

Please feel free to contact me at (609) 984-0570 if you have any questions. I look forward to working with you.

Sincerely,

A handwritten signature in cursive script, reading "Patricia Ferriola". The signature is written in dark ink and is positioned above the printed name and title.

Patricia Ferriola, Project Manager  
Urban Acquisition and Statewide Park Development Team

Enclosure

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ANOTHER

STATE OF NEW JERSEY

GREEN ACRES

PROJECT

CHRIS CHRISTIE

GOVERNOR

BOB MARTIN

COMMISSIONER OF ENVIRONMENTAL PROTECTION

MARTHA SULLIVAN SAPP, DIRECTOR

NAME OF JURISDICTION

NAME OF PROJECT

CITY OF

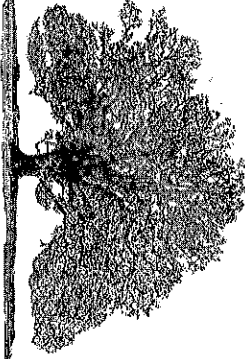
COUNTY OF

LOCAL OFFICIALS, CONTRACTORS & CONSULTANTS

DESIGN TO SUIT

0.3'

0.3'



TREE GRAPHIC AVAILABLE  
FROM GREEN ACRES OFFICE

FOREST GREEN BACKGROUND WITH WHITE LETTERING

"GREEN ACRES PARK CONSTRUCTION SIGN"

# Exhibit “B”

**Via Email (LLepore@westorange.org)**

August 28, 2017

August 30, 2017 Revised

Mr. Leonard R. Lepore, P.E., Municipal Engineer  
Township of West Orange - Director of Public Works  
25 Lakeside Avenue  
West Orange, NJ 07052

**Re: PROPOSAL FOR ENVIRONMENTAL SERVICES  
TOWNSHIP OF WEST ORANGE MULTI PARK DEVELOPMENT  
DEGNAN PARK  
BLOCK 154.19, LOT 6 AND  
LAFAYETTE PARK  
BLOCK 61, LOT 27  
WEST ORANGE, NEW JERSEY  
NJDEP's PROJECT NO. 0722-17-035  
MATRIX NO. 17-707**

Dear Mr. Lepore:

As requested, Matrix New World Engineering (Matrix) is pleased to provide this proposal to perform environmental services for two above-referenced Sites. The proposed work encompasses general professional environmental services in support of the Township of West Orange's Green Acres Program requirements administered by the New Jersey Department of Environmental Protection (NJDEP).

Based on NJDEP's August 21, 2017 letter, the Preliminary Assessment Reports (PAR) must be submitted to NJDEP's Green Acres Program on or before October 21, 2017.

## **SCOPE OF WORK**

The scope of services and associated fee is described in detail below:

### **Task 1: Preliminary Assessment Report – Degnan Park**

Matrix will perform a Preliminary Assessment (PA) for Degnan Park (Block 154.19, Lot 6) that is located along Pleasant Valley Way, Alisa Drive, and Hooper Avenue. The PA will be completed in accordance with the PA requirements outlined in the NJDEP's Technical Requirements for Site Remediation (TRSR) and NJDEP's *Preliminary Assessment Guidance Document* (October 2015) to identify potential areas of concern (AOCs). The PA will include a site inspection and will evaluate past ownership, current and historical site usage, and improvements to the Site. This investigation will include appropriate inquiry into previous ownership and uses of the Site. The PA will also identify any previous environmental investigations which may have been performed on the Site, if any. Matrix will evaluate all available documentation related to previous investigation and/or remediation activities conducted on the site to determine the protectiveness of past remedies. As part of this submittal Matrix will prepare NJDEP's Green Acres Program – Preliminary Assessment Checklist (February 2013) and submit a paper copy of the PAR and checklist to the NJDEP.

**FIXED FEE: \$3,500.00**

**Task 2: Preliminary Assessment Report – Lafayette Park**

Matrix will perform a Preliminary Assessment for Lafayette Park (Block 61, Lot 27) that is located along Main Street, Park Avenue, and Ashland Avenue. The PA will be completed in accordance with the PA requirements outlined in the NJDEP's Technical Requirements for Site Remediation (TRSR) and NJDEP's *Preliminary Assessment Guidance Document* (October 2015) to identify potential areas of concern (AOCs). The PA will include a site inspection and will evaluate past ownership, current and historical site usage, and improvements to the Site. This investigation will include appropriate inquiry into previous ownership and uses of the Site. The PA will also identify any previous environmental investigations which may have been performed on the Site, if any. Matrix will evaluate all available documentation related to previous investigation and/or remediation activities conducted on the site to determine the protectiveness of past remedies. As part of this submittal Matrix will prepare NJDEP's Green Acres Program – Preliminary Assessment Checklist (February 2013) and submit a paper copy of the PAR and checklist to the NJDEP.

**FIXED FEE: \$3,500.00**

**ASSUMPTIONS AND EXCLUSIONS**

This proposal is based on the following assumptions:

- Costs assume that all areas are accessible for both inspections;
- No additional assessment, investigation or remediation activities are included;
- Costs do not include future investigations or remediation;
- Costs do not include any additional NJDEP notification or reporting fees, if applicable; and
- All external costs will be charged at cost plus 15%.

**CLOSING**

Any item listed above which is not ordered will not be billed. Separate authorization from the client will be requested prior to commencing services outside the scope of this proposal.

All out-of-pocket expenses including, but not limited to, application fees, laboratory testing costs, mylar copies, certified mailings, photographs, blueprints, and special deliveries are considered additional to the proposal items unless specifically noted within the scope of this proposal.

The terms and conditions of this proposal are subject to the attached Matrix Terms and Conditions for Professional Services.

This proposal is submitted solely and exclusively for the use of Arterial for consideration of the professional services of Matrix. Disclosure of this proposal's content to any third party without prior written authorization from Matrix is expressly prohibited.

In addition to the specific items as listed herein, the client may be required to demonstrate compliance with certain permit and approval conditions as may be imposed by one or more of the regulatory agencies. These conditions may require revisions to the plans and/or preparation of additional supporting documentation. This proposal does not include these additional items unless specifically outlined within the scope of this proposal.

**PAYMENT SCHEDULE**

Payment shall be in accordance with the Charges, Billing, and Payment schedule outlined in the Terms and Conditions attached to this proposal unless prior written arrangements have been made with Matrix.

Please indicate your acceptance of this proposal by signing in the space provided below and returning one copy to this office. Acceptance of this proposal signifies the clients' understanding that Matrix will not be retained or asked to

perform any services unless funding is secured and is available to pay all invoices within 30 days. Receipt of the signed proposal shall be considered authorization to proceed with all items described within this agreement. Any items not intended to be authorized shall be clearly and specifically noted as such within the client's signed and returned proposal.

We thank you for the opportunity to be of service to you on this project. Matrix is prepared to implement the described Scope of Work upon receiving a signed copy of this letter. If you have any questions or require any additional information, do not hesitate to contact us at (973)240-1800.

Sincerely,



Rose V. DeLorenzo, CHMM, LSRP  
Senior Project Manager



Robert Meisner, P.E., LSRP  
Director, LSRP Services

Authorization to Proceed: \_\_\_\_\_  
Name/Title

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

**ATTACHMENT 1  
TERMS AND CONDITIONS**

**Matrix New World Engineering, Land Surveying and Landscape Architecture, PC  
TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES**

**Section 1: SERVICES**

Matrix New World Engineering, Land Surveying and Landscape Architecture, PC (Matrix) agrees to perform the professional services (the "Services") as described in the Proposal incorporated herein by reference for the CLIENT on a best efforts, time and materials basis under the terms and conditions set forth below. Matrix reserves the right to amend the contents of the Proposal, if written authorization is not received within 90 days. These Terms and Conditions together with the Proposal constitute the agreement between Matrix and the CLIENT for the Services (the "Agreement").

**Section 2: COMPENSATION**

The CLIENT shall be responsible for all costs specifically enumerated in the proposal. For any costs set forth in the proposal as a range, Matrix shall provide CLIENT with an exact cost as soon as it can be estimated.

CLIENT shall also be responsible for any REIMBURSABLE COSTS not specifically set forth in the proposal. REIMBURSABLE COSTS include: out-of-pocket expenses, the cost of which shall be charged at actual cost and shall be itemized and included in the invoice. Typical out-of-pocket expenses shall include, but not be limited to, travel expenses (lodging, meals, etc.), job-related mileage at the prevailing IRS mileage rate, long distance telephone calls, printing and reproduction costs, and survey supplies and materials.

**Section 3: CLIENT'S OBLIGATIONS**

To assist Matrix in performance of the Services, CLIENT shall provide Matrix with appropriate material, data and information in its possession pertaining to the specific project or activity.

The CLIENT will advise Matrix of the nature and extent of the hazardous waste at the site. If Matrix discovers after it undertakes the Services that the site is of a different nature of hazard as defined by the client, or if unanticipated hazards are presented, the CLIENT and Matrix agree that the scope of services, schedule and estimated budget fee shall be adjusted as needed to complete the work without injury or damage.

**Section 4: INVOICE PROCEDURE AND PAYMENT**

Matrix will submit invoices to the CLIENT monthly and a final bill upon completion of the Services. Payment is due thirty (30) days from invoice date. CLIENT agrees to pay a finance charge of one and one-half percent (1.5%) per month, or the maximum rate allowed by law on past due accounts. CLIENT will be liable for all court costs, disbursements, and attorney's fees incurred in the collection of any outstanding invoices.

**Section 5: OWNERSHIP OF DOCUMENTS**

All survey notes, drawings, bills of materials, specifications, blueprints, reports, calculations and all other material prepared in connection with the specific project shall be property of the CLIENT and shall be transferred to the CLIENT upon completion of the project and upon receipt of complete payment for the scope of work outlined in the proposal. Matrix may retain a single copy of such information and documents.

**Section 6: CONFIDENTIALITY**

Matrix agrees to keep confidential and not to disclose to any person or entity, other than Matrix's employees and subcontractors, without the prior consent of the CLIENT, all data and information not previously known to and generated by Matrix, or furnished to Matrix and marked CONFIDENTIAL by the CLIENT in the course of Matrix's performance hereunder; provided, however, that this provision shall not apply to data which are in the public domain, or were previously known to Matrix, or were acquired by Matrix independently from third parties not under obligation to CLIENT to keep said data and information confidential. CLIENT shall not restrict Matrix from complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction.

The technical and pricing information contained in any proposal submitted by Matrix as to this project, or in the Agreement or any addendum thereto, is to be considered confidential and proprietary, and shall not be released or otherwise made available to any third party without express written consent of Matrix.

**Section 7: BURIED UTILITIES**

Matrix will conduct the research that in our professional opinion is necessary to locate utility lines and other man-made objects that may exist beneath the sites surface. The CLIENT recognizes that Matrix's research may not identify all subsurface utility lines and man-made objects. Matrix will take reasonable precautions to avoid damage or injury to any subsurface utilities or structures. The CLIENT agrees to hold Matrix harmless and the CLIENT agrees to pay for damages to underground utilities or structures which are not called to Matrix's attention or correctly shown on plans furnished by the CLIENT or third parties.

**Section 8: DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS**

Hazardous materials or certain types of hazardous materials may exist at a site where there is no reason to believe they could or should be present. Matrix and the CLIENT agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work and compensation for the Services or termination of the Agreement. Matrix agrees to notify the CLIENT as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. The CLIENT encourages Matrix to take measures that in Matrix's professional opinion are justified or legally required to preserve and protect the health and safety of Matrix's personnel and the public, and/or the environment, and the CLIENT agrees to compensate Matrix for the additional cost of such work.

In addition, the CLIENT waives any claim against Matrix, and agrees to indemnify, defend and hold Matrix harmless from any claim or liability for injury or loss arising from Matrix's encountering of unanticipated hazardous materials or suspected hazardous materials. The CLIENT also agrees to compensate Matrix for time spent and expenses incurred by Matrix in defense of any such claim, with such compensation to be based upon Matrix's prevailing fee schedule and expense reimbursement policy.

**Section 9: STANDARD OF CARE**

The Services provided by Matrix under the Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee, in fact or by law, whether of merchantability or fitness for a particular purpose or otherwise, is included or intended in the Agreement, or in any report, opinion, document or otherwise.

The CLIENT recognizes that subsurface conditions may vary from those encountered at the location where, and at the time when, borings, sampling, or testing are performed by Matrix and that the data provided by Matrix are based solely on the information available to Matrix. The CLIENT agrees to indemnify and hold Matrix harmless from and against all claims, damages, losses and expenses arising from the interpretation by others of data provided by Matrix.

**Section 10: INDEPENDENT CONTRACTOR**

Matrix shall be an independent contractor in performing the Services and shall not act as an agent or employee of the CLIENT. As such, and subject to the terms and conditions hereof, Matrix shall be responsible for its employees, subcontractors, and agents and for their compensation, benefits, contributions, and taxes, if any.

**Section 11: JOBSITE HEALTH AND SAFETY**

Insofar as jobsite safety is concerned, Matrix is responsible solely for its own employees' and subcontractor's activities on the jobsite, but this shall not be construed to relieve the CLIENT or his contractors from their responsibility for methods of work performance, superintendence, sequencing of construction, or safety in, on or about the jobsite.

**Section 12: INSURANCE**

Matrix is protected by: 1) Worker's Compensation Insurance as required by applicable law, 2) General Liability and Automobile Liability Insurance (in the amount of \$1,000,000 combined single limit) for bodily injury and property damage, and 3) Professional Liability (Errors & Omissions) with policy limits equal to at least \$1,000,000. Matrix shall provide insurance certificates illustrating the coverage herein defined to the Board prior to commencing work at the site.

Within the limits of said insurance, Matrix agrees to save the CLIENT harmless from and against loss, damage, injury or liability arising from negligent acts or omissions of Matrix, its subcontractors, and their respective employees and agents acting in the course and scope of this project. Matrix shall not be responsible for any loss, damage, or liability arising from any acts by the CLIENT, its agents, staff, and other consultants and subcontractors employed by the Client.

**Section 13: INDEMNITY**

**A. Matrix**

Matrix agrees to indemnify and hold harmless CLIENT from and against any and all losses, damages, liabilities, and expenses (including, but not limited to, legal fees and costs of investigation) to the extent resulting or arising out of negligence or willful misconduct of Matrix or performance of the Services hereunder, provided that such loss, damage, liability or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, and not caused in whole or in part by any acts or omissions of the CLIENT, a third party, or anyone directly or indirectly employed by the CLIENT.

**B. CLIENT**

The CLIENT, agrees to indemnify and hold harmless Matrix from and against any and all losses, damages, liabilities, and expenses (including, but not limited to, legal fees and costs of investigation) to the extent resulting or arising out of negligence or willful misconduct of the CLIENT, or anyone directly or indirectly employed by the CLIENT, or the performance of the CLIENT's obligations under the Agreement, any non-conforming wastes waste(s) or discrepancies in the pertinent manifest(s) as defined by applicable regulations, or an condition existing at the work site(s) prior to the date of the Agreement or caused by anyone directly or indirectly employed by the CLIENT.

**Section 14: LIMIT OF LIABILITY**

Notwithstanding any other provision contained in the Agreement

- A. In no event shall Matrix, its employees, agents, or sub-contractors be responsible for any incidental, indirect, impact, or consequential damages (including loss of profits), liabilities or expenses incurred by the CLIENT or any third party as a result of Matrix's performance or nonperformance of the Services contracted for herein, and the CLIENT waives all such incidental, indirect, impact, or consequential damages.
- B. The obligations of Matrix under the Agreement are not intended to and shall not be personally binding on, nor shall any resort be had to the private properties of, any of parent or affiliate of Matrix, or any of their respective officers, directors, shareholders, partners, principals, members, managers, beneficiaries, employees or agents.
- C. Matrix's total liability to CLIENT for any and all injuries, claims, losses, expenses or damages whatsoever arising out of, or in any way related to the Agreement from any cause or causes, including but not limited to Matrix's errors, negligence, omissions, strict liability, breach of contract or breach of warranty, shall not exceed the total contract amount for the Services provided by Matrix or the limit of liability provided in our insurance limit of \$10,000,000, whichever is higher.
- D. To the maximum extent permitted by law, the limitations on damages, the releases from liability, the limitations of liability, and the exclusive remedies provisions expressly provided in the Agreement shall apply even in the event of the fault, negligence (in whole or in part), strict liability or breach of contract of Matrix. The remedies provided in the Agreement are exclusive, except that the CLIENT shall in addition have the right to obtain specific performance and all other injunctive relief that may be available. Matrix disclaims, and the CLIENT waives, any implied warranties of merchantability or fitness for a particular purpose with respect to any equipment or other personal property procured by Matrix and provided to the CLIENT as part of any Services.

**Section 15: PROJECT DELAYS**

If Matrix is delayed at any time in performing the Services for any specific project or activity by an act, failure to act, or neglect of the CLIENT or the CLIENT'S employees or any third parties; by changes in the scope of work; by unforeseen circumstances including delays authorized by the CLIENT and agreed to by Matrix; by acts of force majeure including, without limitation, fires, floods, riots, and strikes; by delays caused by foreign or domestic governmental acts or regulations; or by any cause beyond the reasonable control of Matrix, then the time for completion of the Services shall be extended based upon the impact of the delay. Matrix shall receive an adequate compensation adjustment if the delays caused by any of the above result in changes, require additional services, or result in additional costs to Matrix.

**Section 16: ASSIGNMENT**

Matrix shall not assign the Agreement in whole or part except that Matrix may use the services of persons and entities not in its employ, when it is appropriate to do so. Such persons and entities include, but are not limited to, surveyors, specialized consultants, drilling contractors, and testing laboratories. Matrix's use of others for additional services shall not be unreasonably restricted by the CLIENT provided Matrix notifies the CLIENT in advance.

**Section 17: THIRD PARTY EXCLUSION**

The Agreement shall not create any rights or benefits to parties other than the CLIENT and Matrix, except such other rights as may be specifically called herein.

**Section 18: SEVERABILITY**

If any clause or section of the Agreement shall be deemed void or invalid, such a decision shall only apply to that particular section(s) and shall not render the rest of the Agreement invalid. The balance of the Agreement shall remain in force.

**Section 19: TERMINATION**

Matrix may terminate the Agreement upon five (5) days' notice if the CLIENT defaults in the payment for the Services or for any other material default by the CLIENT under the Agreement. The CLIENT or Matrix may terminate the Agreement upon fourteen (14) days' notice for any reason which may arise or for no reason. In the event of such termination of the Agreement for any reason which may arise or for no reason, the termination will become effective fourteen (14) calendar days after receipt of the termination notice. Irrespective of which party shall effect termination of the cause therefore, the CLIENT shall within thirty (30) calendar days of termination remunerate Matrix for the Services rendered and costs incurred (including all reimbursable costs hereunder), in accordance with Matrix's prevailing rate schedule.

**Section 20: GOVERNING LAW**

Unless otherwise provided in an addendum, the law of the State of New Jersey will govern the validity of the Agreement, its interpretation and performance, and remedies for contract breach or contract breach or any other claims related to the Agreement.