

Exhibit “A”

Via Email (LLepore@westorange.org)

December 3, 2019

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 –
PRELIMINARY ASSESSMENT AND SITE INVESTIGATION
4-10 CENTRAL AVENUE
BLOCK 9, LOT 32
WEST ORANGE, NEW JERSEY
MATRIX NO. 18-286-01**

Dear Mr. Lepore:

As requested, Matrix New World Engineering, Land Surveying, and Landscape Architecture, P.C. (Matrix) is pleased to provide this proposal to complete a Preliminary Assessment (PA) and Site Investigation (SI) for the Former Biddelman, Inc (Biddelman) property, located at 4-10 Central Avenue (Block 9, Lot 32) in the Township of West Orange (Township), New Jersey (Site). Matrix had prepared and submitted an Application for a Hazardous Discharge Site Remediation Fund (HDSRF) Grant to the New Jersey Economic Development Authority (NJEDA) and the New Jersey Department of Environmental Protection (NJDEP) for this work on June 21, 2019. The scope of work presented here was submitted to the NJDEP and NJEDA as part of the Application for the PA/SI HDSRF Grant and has been approved by the NJDEP and NJEDA.

The Site is part of the Central Valley Redevelopment Area, adopted by the Township on January 3, 2017. The Central Valley Redevelopment Area is comprised of six lots (Block 9, Lots 11.01, 11.02, 11.03, 32, and 36, and Block 7, Lot 22). In addition, the Central Valley Redevelopment Area is part of the Central Valley Brownfield Development Area under the Office of Brownfield Reuse, Brownfield Development Area Program which was established on December 5, 2005. Former Site operations conducted by Biddelman included the storage and distribution of dry-cleaning supplies, including tetrachloroethene (PCE), which was stored in a 4,000-gallon aboveground storage tank (AST). Following the cessation of Biddelman operations in 1986, the PCE AST was removed along with a fuel oil underground storage tank (UST) in 1987. The Site has been vacant since 2004. Currently, NJDEP Site Remediation Program (SRP) Program Interest (PI) number G000006148, and Industrial Site Recovery Act (ISRA) Case numbers E86699 and E20050486 are associated with the Site. The two ISRA Case Numbers are associated with the 1986 cessation of operations, and a 2005 General Information Notice (GIN) filed on December 31, 2005 for cessation of operations. Three NJDEP Case Nos. 15-06-01-1229-00, 15-11-02-1406-01, and 17-04-20-1128-26 are associated with SRP PI No. G000006148.

The objective of the PA/SI is to identify potential areas of concern (AOCs) and perform preliminary site investigation activities for each AOC where warranted, so that an effective evaluation of redevelopment options may be completed.

The PA and SI will be completed in compliance with the NJDEP Technical Requirements for Site Remediation (TRSR), the Site Remediation Reform Act (SRRA), the Administrative Requirements for the Remediation of Contaminated Sites (ARRCS), Underground Storage Tanks, and the NJDEP's applicable guidance documents.

SCOPE OF WORK

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

Task 1: Preliminary Assessment

Matrix will complete a PA for the Biddleman property in compliance with the requirements outlined in the NJDEP TRSR and Preliminary Assessment Guidance Document to identify potential AOCs. The NJDEP defines an environmental AOC as “any existing or former location where hazardous substances, hazardous wastes, or pollutants are or were known or suspected to have been discharged, generated, manufactured, refined, transported, stored, handled, treated, disposed, or where hazardous substances, hazardous wastes, or pollutants have or may have migrated”. The TRSR (N.J.A.C. 7:26E-1.8) and the PA guidance document provides a list of potential types of AOCs, which may include storage tanks, sumps, dumpsters, drainage systems, transformers, spill areas, compressor vent discharges, boiler rooms, and hazardous material storage areas. The PA will include the completion of Site reconnaissance to gain an understanding of current site conditions, identify any potential AOCs, and visually inspect the building/structures and exterior areas. Matrix will review available plant and/or property files dealing with current and former environmental conditions and will submit an Open Public Record Act (OPRA) request. Matrix will evaluate past ownership, current and historical site usage, and improvements to the Site. The PA will also identify and review the results of any previous environmental investigations or remedial action which may have been performed on the Site, to determine the protectiveness of past remedies.

The PA Report (PAR) will be completed in conformance with NJDEP's Technical Requirements, summarizing the various investigations and presenting a general assessment of the site conditions. The PAR will contain all the information obtained from the historical data searches, regulatory file review, site inspection and contain recommendations for each AOC identified. Upon completion of the PAR, Matrix will submit a draft of the PAR including proposed SI activities, for review by the Township, before beginning the SI phase of work.

There will be no standalone submission of the PAR to NJDEP. The PA will be submitted to NJDEP with the SIR.

Task 2: Site Investigation

The objective of a SI is to evaluate potential environmental AOCs identified during the PA that may have impacted site soils and/or groundwater. The SI will include the following tasks:

Quality Assurance Project Plan (QAPP) and Health and Safety Plan (HASP)

A QAPP and HASP will be prepared prior to the commencement of the SI field activities. The QAPP will be prepared in accordance with requirements in the TRSR and following the NJDEP Quality Assurance Project Plan Technical Guidance. The site-specific HASP will be prepared in accordance with 29 CFR Parts 1910 and 1926 of the Federal Occupational Safety and Health Administration (OSHA) regulations.

Public Notification, Initial Receptor Evaluation including an Ecological Evaluation

In accordance with the TRSR, the person responsible for conducting the remediation of a contaminated site is required to perform public notification and outreach. Matrix will install a public notification sign at the property and submit the required forms and notification letters to the NJDEP's Office of Community Relations and the Township of West Orange.

Geophysical Investigation

A non-intrusive geophysical subsurface investigation will be conducted using ground-penetrating radar (GPR), radio frequency, magnetic (MAG) and electromagnetic (EM) geophysical subsurface delineation techniques. The results of the geophysical investigation will be used to identify any previously unknown buried tanks, containers, vaults, and metallic anomalies, and to determine the location of soil borings in the area of the former UST and former PCE impacted soils associated with the former AST.

Soil Boring Installation

To assess the potential impacts of the former 4,000-gallon PCE AST, former heating oil UST, and additional AOCs identified as part of the PA, the SI will include the installation of up to 14 soil borings to a depth of approximately 20

feet below ground surface (ft., bgs) with multiple samples being collected from a number of borings (maximum of 24 samples). These samples will be analyzed for the Target Compound List Volatile Organic Compounds plus a Forward Library Search (TCL VOC+15). In the vicinity of the former fuel oil UST, samples will also be analyzed for Extractable Petroleum Hydrocarbons (EPH) Category 1. Any areas where petroleum impacts are observed in an area not associated with the AST, a sample will be collected for EPH Category 2, spiked for future fractionation. Based on historic sampling results, no further analysis of the Historic Fill Material will be completed as part of the SI. All samples will be analyzed by a New Jersey certified laboratory on a standard turnaround time basis.

Groundwater Investigation

Based on historic document review, PCE impacts to groundwater exist onsite and the presence of three monitoring wells, MW-1, MW-12, and MW-13 has been confirmed. Matrix will collect a round of groundwater samples from these three wells. The groundwater sampling will be completed via the low flow purge technique for TCL VOC+15 analysis. Water quality indicator parameters (dissolved oxygen, pH, temperature, conductivity, and ORP) will be monitored during the groundwater purging and sampling activities. For QA/QC purposes, one field blank, and one trip blank will also be collected. The groundwater samples and QA/QC samples will be analyzed for TCL VOC+15. All groundwater samples will be analyzed on a standard turnaround time basis by a New Jersey certified laboratory.

Vapor Intrusion Investigation

After the Biddelman Site was acquired by Peter Lu in 2016, onsite sub-slab soil gas sampling was conducted by Intex Environmental Group, Inc. (July 13, 2017). The sub-slab soil gas samples contained elevated levels of Site related Chlorinated Volatile Organic Compounds (CVOCs) beneath the slab of the building. Indoor air sampling was also conducted at the Site by Intex Environmental Group, Inc. on August 10, 2017. No Site related CVOCs were detected in the indoor air samples above the NJDEP Non Residential Indoor Air Screening Levels (NRIASLs) and there was no complete pathway for the contaminants within the indoor air samples from either the subsurface soil gas or to the ambient air. No other VI sampling has been conducted based on a review of available documentation.

Further investigation will likely be warranted for the Vapor Intrusion pathway. NJDEP Technical Rules for Site Remediation [N.J.A.C. 7:26E-1.15(a)] state that a VI investigation is triggered when groundwater contamination is in excess of the NJDEP Vapor Intrusion Groundwater Screening Levels (GWSL) within 100 feet of structures. While the Site building is not occupied, there are a number of occupied residential properties within 100 feet of the contaminated groundwater plume, and a VI investigation is recommended for these adjacent structures in accordance with applicable regulations and guidance. Additional onsite investigation of the VI pathway will likely be part of the Remedial Investigation (RI).

As part of the RI for the neighboring Selecto Flash Site, a VI investigation is being completed at three homes (25, 27, and 29 Mitchell Street). The SOW for the Biddelman SI includes the activities associated with the sampling of one additional home within the trigger distance from the Biddelman Site, including the NJDEP-required pre-sampling walkthrough that includes the completion of the NJDEP's Air Building Survey form at least one week prior to the sampling event.

A total of three indoor air samples and one background (ambient) air sample will be collected. The samples will be submitted to the laboratory on hold pending the results of the sub-slab sampling. If the sub-slab soil gas samples, which will be collected the following day, contain contaminant concentrations at levels exceeding the GWSL, the indoor air samples will be analyzed for VOC+15 and naphthalene using USEPA Method TO-15.

Following the completion of the indoor air sampling, sub-slab soil gas samples will be collected. Four sub-slab soil gas samples will be collected, and the sub-slab air samples will be analyzed for VO+15 and naphthalene using USEPA Method TO-15. VI sampling activities are expected to be completed in 2 days, since the indoor air samples will be collected prior to the collection of the sub-slab soil gas samples. The indoor air samples are collected over a 24 hour sample period.

Following the completion of the VI investigation and receipt of analytical results, a VI Investigation Letter will be

prepared. The report will summarize investigation activities, results, findings, conclusions and recommendations for the property. A copy of the report will also be submitted to the NJDEP, tenants, property owner, West Orange Health Department, and the New Jersey Department of Health and Senior Services (if the indoor air samples are analyzed).

Site Investigation Report

Following the receipt and evaluation of the soil and groundwater data, a SI Report and associated forms will be prepared and will summarize the results of the site investigation. The report will consist of figures, tables, conclusions, and recommendations. Following a review of the Draft Report by the Township of West Orange, comments will be incorporated to prepare a Final Site Investigation Report that will be submitted to NJDEP.

The following forms may be required during the PA/SI:

- Case Inventory Document (CID)
- PA/SI Form
- Cover/Certification Form
- Confirmed Discharge Notification (CDN) Form

In accordance N.J.A.C. 7:26E-1.12, an initial receptor evaluation (RE) will be completed. The receptor evaluation will include an evaluation of the site and surrounding property use, description of contamination, groundwater use, vapor intrusion, and ecological receptors based on the results of the file review. The RE form will be completed and submitted to the NJDEP.

COSTS

The following are our estimated costs for the tasks described herein to complete the remediation of the property. All work will be conducted in accordance with the attached standard terms and conditions and LSRP Special Provisions.

Task 1: Preliminary Assessment

Labor	\$ 5,604.00
Subtotal Task 1	\$ 5,604.00

Task 2: Site Investigation

Labor	\$ 37,602.00
Direct Expenses	\$ 20,750.20
Subtotal Task 2	\$ 58,352.00

Total Fixed Fee Cost.....\$63,956.20

ASSUMPTIONS AND EXCLUSIONS

This proposal is based on the following assumptions:

- 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%.

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.

This proposal is submitted solely and exclusively for the use of Township of West Orange 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.

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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.

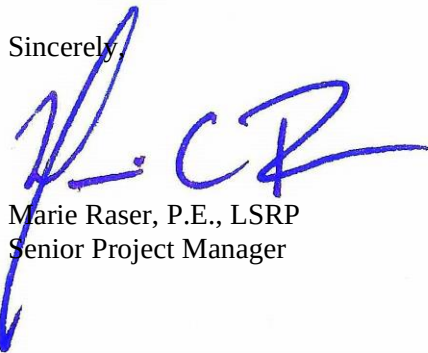
PAYMENT SCHEDULE

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 (1) signing in the space provided below, (2) signing the attached Terms and Conditions, and (3) signing the attached Special LSRP Provisions and returning one copy to our offices.

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,



Marie Raser, P.E., LSRP
Senior Project Manager

Authorization to Proceed: _____
Name/Title

Date: _____

Attachments: Terms and Conditions
Special Provisions - LSRP

**ATTACHMENT 1
TERMS AND CONDITIONS**

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

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 plus an administrative charge of fifteen percent (15%) 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 available at the time of the claim, whichever is lesser.
- 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 affect 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.

ATTACHMENT 1
SPECIAL PROVISIONS - LSRP

Special Provisions- Site Remediation / Licensed Site Remediation Professional Services

1. Licensed Site Remediation Professionals. The performance of Services contained in this Agreement may require the engagement of a Licensed Site Remediation Professional ("LSRP") registered with the State of New Jersey under the Site Remediation Reform Act, N.J.S.A. 58:10C-1 et seq. ("SRRRA"), and the Administrative Requirements for the Remediation of Contaminated Sites, N.J.A.C. 7:26C-1.1 et seq. ("ARRCS"). All such Services may be required to comply with the requirements of the SRRRA, ARRCs, and other statutes or regulations implemented pursuant thereto of affected thereby including but not limited to: Remediation Standards, N.J.A.C. 7:26D-1.1 et seq.; Technical Requirements for Site Remediation, N.J.A.C. 7:26E-1.1 et seq.; Regulations of the New Jersey Site Remediation Professional Licensing Board, N.J.A.C. 7:26I-1.1 et seq.; Brownfield Contaminated Sites Act (Brownfield Act), N.J.S.A. 58:10B-1 et seq.; Spill Compensation and Control Act, N.J.S.A. 58:10-23.11 et seq. (NJ Spill Act); the Industrial Site Recovery Act (ISRA), N.J.S.A. 13:1K-6 et seq.; the Heating Oil Tank System Remediation Rules, N.J.A.C. 7:26F-1.1 et seq., , as the same may be amended, modified, revised, or altered from time to time (collectively, the "Site Remediation Program").

The client recognizes and agrees in consideration of this section to the following terms and conditions:

- 1.1 The Site Remediation Program impose upon LSRPs certain professional obligations owed to the public including, in some instances, a duty to disclose the existence of certain environmental contaminants to the NJDEP and/or other regulatory agencies.
- 1.2 If the LSRP's obligations under the Site Remediation Program conflict in any way the terms and conditions of this Agreement or the wishes or intentions of the Client, the Client agrees and acknowledges that: (a) the LSRP is bound by law to comply with the requirements of the Site Remediation Program; and (b) provided Matrix New World Engineering, Inc. (Matrix) and its LSRP has notified Client of the conflict failure, the Client also agrees to defend, indemnify and hold harmless Matrix and its LSRP from and against any claims, losses, damages, fines, or penalties that arise as a result of Client's failure to meet any obligations under the Site Remediation Program; except to the extent arising from the negligence or willful misconduct of Matrix and/or the LSRP.
- 1.3 The Site Remediation Program requires that specific activities, submission of documents and other actions be completed within regulatory or mandatory timeframes. If Matrix provides LSRP services for the property, the LSRP is required to advise the Client, of these deadlines, but the Client is responsible for conducting the required activities within the regulatory or mandatory timeframes.
- 1.4 Under the Site Remediation Program, the LSRP is required to provide professional opinions at various stages of the environmental assessment, permitting, remedial action or closure activities. The LSRP shall be entitled to request the performance of such additional tests or other services as are necessary, in their professional judgment, to permit them to provide such opinions. Any such requests shall be submitted to Client as a separate proposal. In the event that such additional tests or

other services are required for LSRP to be in compliance with the Site Remediation Program and Client refuses to approve such proposal, Matrix's LSRP may withdraw as LSRP for the site.

- 1.5 If appropriate in the professional judgment of the LSRP and allowable under applicable law, the Client shall permit Matrix and its LSRP to rely upon work product prepared by any prior environmental consultant in order to allow Matrix and its LSRP to meet their obligations under this Agreement and the LSRP Program.
- 1.6 The Services performed are intended to result in the issuance of a Remedial Action Outcome (RAO) (as defined under N.J.A.C. 7:26C-1.3) for an entire Site or Area of Concern (AOC) (as defined under N.J.A.C. 7:26C-1.3) by the LSRP based upon the site characterization, analytical data, reports, information and documentation available at the date of the issuance of the RAO. If Site conditions change, additional information becomes known to the LSRP, or information contained in previous reports is subsequently determined to be inaccurate, insufficient or incomplete, the LSRP may be required to withdraw the RAO and conduct additional site investigation, remedial investigation or characterization activities. Newly available data may also require notification to the NJDEP Spill Compensation and Control Act (Spill Hotline). The issuance of a RAO should not be interpreted to represent that all of the soil, groundwater, air or building materials are "clean" or would otherwise be free from all contaminants.
- 1.7 Under the Site Remediation Program, the NJDEP may review and/or audit with or without cause, all reports, data, and/or work product developed for the site, for a period of up to three (3) years after issuance of the final RAO. In certain instances, the NJDEP may directly request additional information or Services from the LSRP. If the NJDEP concludes that the RAO should be withdrawn or rescinded, additional Services may be required before a revised RAO can be issued by the LSRP. If the NJDEP conducts such a review or audit, the LSRP responses to such requests for information and additional services ("Audit Services") not included in the current Scope of Services and Matrix shall be compensated separately as "additional work" and on substantially the same basis as it is compensated for Services provided under this Agreement; provided, however, that if the need for Audit Services arise from the negligence or willful misconduct of Matrix or the LSRP, the Audit Services will not constitute "additional work."
- 1.8 From time to time, the NJDEP or other applicable regulatory agencies, may modify or revise applicable remediation standards or identify additional contaminants of concern or emerging contaminants after the date of this Agreement or issuance of any report, document or RAO. In such an instance, Matrix is not responsible for any additional services that may be required to comply with the modified or altered remediation standards, including, if necessary, withdrawal of any RAO and/or additional site investigation, remedial investigation or characterization activities.
- 1.9 In certain circumstances, the Client may be required to obtain a Remedial Action Permit (RAP) issued by the NJDEP pursuant to N.J.A.C. 7:26C-7.2 as part of its obligations under the Site Remediation Program. The Client shall be solely responsible for compliance with the conditions of any such RAP.

- 1.10 In the event that any site remediation facilities, including but not limited to monitoring wells, piezometers, temporary wells, are damaged or removed by the Client or any third party (that is not Matrix, its subcontractors or LSRP) for any reason, and additional sampling or site characterization is required by the NJDEP or otherwise pursuant to the Site Remediation Program, the costs to re-install the sampling features are the responsibility of the Client.
- 1.11 In the event that the Site Remediation Program or NJDEP requires the posting and maintaining a Remediation Funding Source and/or Financial Assurance, it is the responsibility of the Client to maintain and provide the Remediation Funding Source and/or Financial Assurance as required.

Acceptance of Proposal; (please return this page only):

I accept all terms and conditions set forth and grant Matrix New World Engineering, Inc. authorization to proceed.

Name

Date

Signature

Purchase Order No. (if required)