

Exhibit “A”

September 14, 2021

Township of West Orange
25 Lakeside Avenue
West Orange, New Jersey 07052

Attention: John Gross

Re: Proposal for ASTM Phase I Environmental Site Assessments
28 Babcock Place (Block 116.02 Lot 12)
55 Lakeside Avenue (Block 115 Lot 15)
55 Lakeside Avenue (Block 115 Lot 17)
38-40 Ashland Avenue (Block 64 Lot 22)
24 Ashland Avenue (Block 64 Lot 28)
22-26 Ashland Avenue (Block 64 Lot 30)
20 Ashland Avenue (Block 64 Lot 31)
18 Ashland Avenue (Block 64 Lot 32)
12-16 Ashland Avenue (Block 64 Lot 33, 34, & 34.01)
West Orange, New Jersey 07052
Matrix Proposal No. 21-1041

Dear Mr. Gross:

At your request, Matrix New World Engineering, Land Surveying and Landscape Architecture, P.C. (Matrix) is pleased to provide the Township of West Orange (Client) this proposal for the performance of a nine Phase I Environmental Site Assessments (Phase I ESA) in accordance with the ASTM International E1527-13 *Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process* (ASTM E1527-13) for the above-referenced properties.

SITE BACKGROUND

Matrix understands that the following properties are being acquired by the Township of West Orange through litigation for future redevelopment in the Town's downtown corridor:

- 28 Babcock Place (Block 116.02 Lot 12). This property is approximately 0.1779 acres of vacant land. Historically, this property was developed with a structure.
- 55 Lakeside Avenue (Block 115 Lot 15). This property is approximately 9-acres consists of one large structure and an asphalt paved parking lot. Based on New Jersey Department of Environmental Protection (NJDEP) DataMiner, the property has a Program Interest (PI) Number 027166, Industrial Site Recovery Act (ISRA) Case Nos. E97095, E97039, E98185, E98186, E98187, E20070415, E20070213, and E20020198, and NJDEP Incident Case No. 98-07-06-1518-44. No further action (NFA) - entire site letters have been issued by the NJDEP for ISRA Case Nos. E97095 and E97039 and NJDEP Incident Case No. 98-07-06-1518-44 and a NFA – area of concern was issued by the NJDEP for ISRA Case Nos. E98185 and E98187. The last milestone report that was submitted to the NJDEP was a Site Investigation Report (SIR) in October 2009 for ISRA Case No. E20070213. The Remedial Investigation Regulatory Timeframe was March 1, 2017, and the Remedial Action Regulatory Timeframe is February 28, 2022 for ISRA Case No. E20070415. A NJDEP Case Manager, Gary Greulich, has been assigned to this ISRA Case No and a Remedial Investigation Report (RIR) is due. The Remedial Investigation

Regulatory Timeframe was March 1, 2019, and the Remedial Action Regulatory Timeframe is March 1, 2024 for ISRA Case No. E20070213. The retained LSRP for this ISRA Case No. is Mark Pietrucha and a RIR is due to the NJDEP. Finally, the Remedial Investigation Regulatory Timeframe was March 1, 2019, and the Remedial Action Regulatory Timeframe is February 28, 2022 for ISRA Case No. E20020198. A Preliminary Assessment Report (PAR), SIR, and RIR are due for this ISRA Case No.

- 55 Lakeside Avenue (Block 115 Lot 17) – This property is approximately 2.05 acres of vacant land. Historically, it appears this property was developed with at least one large structure from at least the 1930s to the 1970s. It was most recently used as a laydown yard and/or a parking lot. Based on NJDEP GeoWeb and NJDEP DataMiner, the property was identified as Co Jac Finishers, Inc. with PI Nos. 08085 (Air Program) and 77228300000 (Right to Know Program).
- 38-40 Ashland Avenue (Block 64 Lot 22) – This property is approximately 0.146 acres of vacant land. Historically, it appears this property was utilized as a parking lot.
- 24 Ashland Avenue (Block 64 Lot 28) – This property is approximately 0.185 acres of vacant land (asphalt paved). Historically, it appears the property was utilized as a parking lot. Based on NJDEP GeoWeb and NJDEP DataMiner, the property was identified as Hunterdon County ESC (32 Ashland Avenue) with PI No 476893 (Mobile Source Program). However, this appears to be mapped on the incorrect property.
- 22-26 Ashland Avenue (Block 64 Lot 30) – This property is approximately 0.107 acres of vacant land (asphalt paved). Historically, it appears the property was utilized as a parking lot.
- 20 Ashland Avenue (Block 64 Lot 31) - This property is approximately 0.1116 acres of vacant land (asphalt paved). Historically, it appears the property was developed with a rectangular structure from at least 1950s to 2018.
- 18 Ashland Avenue (Block 64 Lot 32) – This property is approximately 0.1171 acres of vacant land (grass and asphalt paved). Historically, it appears the property was utilized as a parking lot.
- 12-16 Ashland Avenue (Block 64 Lots 33, 34, 34.01) – This property is approximately 0.568 acres of vacant land (concrete and asphalt paved) with a former rail spur running through Lots 34.01 and 34. Historically, it appears the property was developed with a large structure from at least 1930s to at least 2015 on Lot 33. Most recently the property was utilized as a parking lot.

Matrix further understands that these Phase I ESAs are being performed in anticipation of a business transaction involving the above referenced properties.

PROPOSED SCOPE OF SERVICES

The purpose of these Phase I ESAs is to identify *Recognized Environmental Conditions* (RECs) at the above referenced properties, as defined by the ASTM E1527-13 standard, which is expected to meet the requirements of the “All Appropriate Inquiry” (AAI) Final Rule (40 CFR §312). This proposal does not include costs to conduct sampling.

The scope of services for these proposed Phase I ESAs includes the following tasks:

- Perform a Site and vicinity reconnaissance (limitations due to snow cover, pools of water, cover vegetation, storage, or debris, etc. will be noted in the report) of each property;
- Provide a description of current Site operations;

- Conduct a historical source review and provide a description of historical Site conditions;
- Conduct interviews of individuals with knowledge of or familiarity with the properties, including present and past owners, operators and/or occupants of the properties and/or local officials, as applicable. Please inform us if this is a cause for concern for reasons of confidentiality with the proposed business transaction;
- Conduct a review of readily available and reasonably ascertainable federal, state, and local government records concerning the properties and adjoining properties. If the property or any adjoining properties is identified, pertinent regulatory files and/or records associated with the listing may be reviewed. Costs to obtain and review file information for adjoining and/or surrounding properties (i.e., other than that included in the standard environmental record sources reviewed for the Site) are not included in this cost estimate; if necessary, a separate cost estimate will be prepared to obtain and review these files. If, in the environmental professional's opinion, such a review is not warranted, the environmental professional will explain in the report the justification for not conducting the regulatory file review;
- Conduct a review of previous environmental reports/documentation, as provided to Matrix;
- Conduct a review of environmental liens, if provided or authorized to obtain by the User (see below); and
- Prepare a report summarizing findings, opinions, and conclusions (see below).

According to the ASTM E1527-13 standard, a Phase I ESA is considered valid if completed within 180 days prior to the date of acquisition of the subject property or (for transactions not involving an acquisition) the date of the intended transaction. If the Phase I ESAs are completed between 180 days and one year of the date of acquisition or (for transactions not involving an acquisition) the date of the intended transaction, several components of the assessment will need to be updated, including the following tasks:

- Conduct a follow-up inspection of the subject and surrounding properties;
- Interview past and present owners, operators, and occupants;
- Review of federal, tribal, state, and local government records;
- Search for recorded environmental cleanup liens; and
- Issue a signed declaration of the environmental professional.

If updated Phase I reports are requested, Client will be advised of the additional costs.

USER RESPONSIBILITIES

The completion of a Phase I ESA is intended to satisfy one of the requirements for the "User" to qualify for the *innocent landowner*, *contiguous property owner*, or *bona fide prospective purchaser* limitations pursuant to the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), thereby constituting *all appropriate inquiries into the previous ownership and uses of the property consistent with good commercial or customary practice* as defined by 42 U.S.C. §9601(35)(B) of CERCLA.

Section 6 of the ASTM E1527-13 standard describes the tasks to be performed by the "User" of the Phase I ESAs in order to qualify for one of the above-listed Landowner Liability Protections (LLPs). A User is defined by the ASTM E1527-13 standard as *the party seeking to use Practice E1527 to complete an environmental site assessment of the property. A User may include, without limitation, a potential purchaser of property, a potential tenant of property, an owner of the property, a lender, or property*

manager. Based on this definition, Matrix understands that the User(s) associated with this Phase I ESA proposal is the Client, listed above.

To ensure that the Phase I ESAs are as complete and accurate as possible, and pursuant to the ASTM E1527-13 standard, the User has certain responsibilities including the following:

1. Review land title records for environmental liens or Activity and Use Limitations (AULs), and report the results of this review to Matrix;
2. Communicate any specialized knowledge and any commonly known or reasonably ascertainable information regarding RECs at the properties to Matrix;
3. If the Phase I ESAs are required as part of a real estate transaction, and the purchase price is below market value, explain to Matrix why the price is below market value;
4. Make known to Matrix the reason why the Phase I ESAs are being performed. If the purpose of the Phase I ESAs is not identified to Matrix, Matrix shall assume the purpose is to qualify for Landowner Liability Protection (LLP) to CERCLA liability; and
5. Identify a property owner, environmental manager, or other person(s) with knowledge about the Site who can be interviewed as part of the Phase I ESAs; specifically, if the Site owner is the User. It is important that the person(s) identified have extensive knowledge of the properties.

If the Phase I reports will be used by a User different than the User(s) for whom the assessment was originally prepared, the subsequent User must also satisfy the User's Responsibilities, as outlined above.

Consistent with the ASTM E1527-13 standard, **an interview questionnaire is included with this proposal (Appendix A) and is to be completed by the User, the Site owner, and the Site Operator(s)/Occupant(s) including the Key Site Manager and returned to Matrix before the Site reconnaissance is conducted for each Property.** If preferred, this questionnaire can instead be completed via telephone with Matrix prior to the Site reconnaissance.

The following information, if available, should be forwarded to Matrix upon proposal authorization:

- Previous environmental assessments, reports, and analytical data for each property;
- Site plans, surveys, property appraisals and historical drawings related to each property, especially plumbing diagrams; and
- Property ownership and tenant history for each property.

All identified documents related to previous environmental activities must be reviewed to complete the Phase I ESAs. Therefore, if the entire file cannot be provided by the Client, Matrix will submit an Open Public Records Act (OPRA) request to local and/or State regulatory authorities and/or Federal regulatory authorities, as necessary.

In addition, it is expected that readily available "Helpful Documents" as defined by the ASTM E1527-13 standard (i.e. prior environmental or remediation reports, environmental registrations, permits, etc.) will be provided to Matrix within the timeframe and scope of the project.

Please note, the Phase I assessments will be prepared for due diligence purposes and will not be conducted under the direction of a Licensed Site Remediation Professional (LSRP). This proposal does not include costs to retain a LSRP or prepare the documents and forms necessary to qualify for a Response Action outcome (RAO) letter. Should a RAO letter be required, additional tasks will be necessary and additional costs will be incurred; this proposal does not include the necessary scope of work and cost estimate to address these additional activities.

ADDITIONAL TASKS: ASTM NON-SCOPE CONSIDERATIONS (IF APPLICABLE)

There are numerous conditions that could result in environmental liability or affect the value of a property that are not specifically included in a Phase I ESA scope of work. For example, the presence of asbestos in a building is not a REC pursuant to the ASTM Standard and thus investigation for asbestos is not part of the Phase I ESA scope of work. However, the existence of asbestos could be an important factor in property acquisition decisions. The ASTM Standard refers to these additional factors as “business environmental risks”, which are defined as “risks that can have a material environmental or environmentally-driven impact on the business associated with the current or planned use of a parcel of commercial real estate, not necessarily limited to those environmental issues required to be investigated in this practice.”

Typical business environmental risk considerations include, but are not limited to, the following:

- Asbestos-containing building materials
- Radon
- Lead-based paint
- Lead in drinking water
- Wetlands
- Regulatory compliance
- Cultural and historic resources
- Industrial hygiene
- Health and safety
- Ecological resources
- Endangered species
- Indoor air quality unrelated to *releases of hazardous substances or petroleum products* into the environment
- Biological agents
- Mold

Pursuant to the Client’s request, no ASTM non-scope considerations are included in this proposal.

REPORT

The electronic DRAFT reports will be issued for your review and comment. Upon receipt and consideration of your comments, the FINAL reports will be issued upon your authorization. The FINAL reports will be provided in electronic format via electronic mail, or via a cloud-based link if the file size is too large to e-mail.

COST

Charges for services and reimbursable expenses will be based on a lump sum basis. We propose a lump sum cost of **\$59,800** for the services outlined in the above scope of work for the nine properties. If Client requests changes to the scope of work described herein, or requests additional services, Matrix will prepare a Contract Amendment Request (CAR) for Client’s acceptance prior to execution of the work. Each CAR will set forth an adjustment to the initial approved budget.

This cost estimate assumes the following:

- Access to the nine properties and all on-site structures will be coordinated by the Client or Client representative. Additional Site visits due to lack of access will incur additional costs;
- The nine Site visits (including travel time) can be conducted in two eight-hour days by one Matrix professional;
- The review of pertinent Site regulatory files or records for the nine properties can be completed within 16 hours. If additional costs are necessary to review the available files, a separate cost estimate will be provided. The ASTM E1527-13 standard identifies *reasonably ascertainable sources* as information that can be provided within 20 calendar days of receiving a written, telephone, or in-person request from the source at no more than a nominal cost intended to cover the source’s cost of retrieving and duplicating the information. File information included in this proposed assessment must be provided within the schedule outlined below. Failure to

provide this information to Matrix could result in a determination that “all appropriate inquiries” is incomplete;

- Should the schedule be revised, or project be put on “hold” by the Client, all costs incurred by Matrix up to the notification of change of schedule or “hold” status will be billed to the Client. Additional fees that Matrix may incur once the project has resumed will also be billed to the Client in addition to the below-quoted fee;
- No delays beyond Matrix’s control will be encountered in performing the scope of services such as unforeseen travel circumstances, inclement weather, and conditions deemed unsafe by Matrix personnel, etc.;
- This assessment is not funded with a federal grant awarded under the U.S. EPA Brownfields Assessment and Characterization program; and

This above lump sum cost does not include a search for environmental liens and activity use limitations that may appear on recorded land titles. The search is a *User requirement* pursuant to the ASTM E1527-13 standard and must be performed in order to comply with the ASTM E1527-13 standard. The search differs from a standard chain of title search in that standard chain of title searches do not typically document environmental liens and activity use restrictions.

If regulatory files are available for review, additional costs and time may be necessary in order to conduct the file review and incorporate pertinent information into the Phase I ESA reports. If additional costs become necessary to complete the project due to unforeseen circumstances, Client will be advised.

The cost includes addressing one round of DRAFT reports comments from Client or Client’s representative. Should additional reviews of the DRAFT reports be necessary, or paper or compact disk copies be requested by the Client, the additional expenses will be provided for your authorization.

SCHEDULE

Notwithstanding any delays caused by other parties, such as regulatory authorities, Matrix can complete the above scope of work, assuming timely access to the Site is obtained by Matrix, by October 29, 2021 as long as an authorized proposal is received by Matrix in a timely manner.

FEE STRUCTURE

The lump sum cost given above is based on Matrix’s best judgment regarding the scope of work outlined above; however, Matrix cannot guarantee the final cost if additional work or any other services not specifically included in the scope of work are requested or required.

Client agrees to pay for all services and reimbursable expenses in accordance with the attached Terms and Conditions and, for all additional or out-of-scope activities, with the attached Schedule of Fees (**Appendices B** and **C**, respectively).

PROPOSAL PERIOD

This proposal is valid for a period of 45 days, from the date on this proposal.

RELIANCE

The Phase I ESA reports will be prepared for use by Client and the User(s), if different than Client; reliance on the Phase I ESA reports does not extend to any third party without the express written permission of Matrix.

Client, and User(s), if applicable, can rely on the Phase I ESA reports for a period up to 180 days prior to the date of acquisition of the properties (i.e., the date on which title to properties are acquired by Client/User(s)) or (for transactions not involving an acquisition) the date of the intended transaction.

CLOSING

If the scope of services, letter agreement, and Terms and Conditions are acceptable, please sign below and return to Matrix. We appreciate the opportunity to assist you and look forward to working with you on this project. Please do not hesitate to contact me at (973) 240-1800 or amolnar@mnwe.com if you have any questions regarding this proposal.

Sincerely,



Allison Molnar
Project Manager

Enclosures:

- Appendix A – User/Site Owner/Operator(s)/Occupant(s) Questionnaire
- Appendix B – Matrix Standard Terms and Conditions
- Appendix C – Matrix Fee Schedule

PROPOSAL ACCEPTANCE

The signature below, by a duly authorized representative of Client, indicates acceptance of the above referenced proposal and all attachments including the Terms and Conditions without exception. Acceptance is limited to the terms stated in this proposal, and any additional or different terms are rejected unless expressly agreed to in writing by Matrix.

Name (please print)

Title (please print)

Signature

Company Name (please print)

Phone Number

E-mail Address

*Date***Contact Information for Invoice (if different than above):**

Name (please print)

Title (please print)

Signature

Company Name (please print)

Street Address, City, State, Zip

Phone Number

E-mail Address

Date

APPENDIX A
USER/SITE OWNER/OPERATOR(S)/OCCUPANT(S) QUESTIONNAIRE

Matrix New World Engineering
Questionnaire for Site owner / Site Operator(s)/Occupant(s) including the Key Site Manager / User

Subject Property Name:			
Subject Property Address:			
QUESTION	YES (*)	NO	UNK?
1. Are you aware of any pending, threatened, or past litigation relevant to hazardous substances or petroleum products in, on, or from the subject property?			
2. Are you are aware of any pending, threatened, or past administrative proceedings relevant to hazardous substances or petroleum products in, on or from the subject property?			
3. Are you aware of any notices from any governmental entity regarding any possible violation of environmental laws or possible liability relating to hazardous substances or petroleum products?			
4. Are you aware of any environmental cleanup liens against the property that are filed or recorded under federal, tribal, state or local law?			
5. Are you aware of any activity use limitations (AULs), such as engineering controls, land use restrictions or institutional controls that are in place at the site and/or have been filed or recorded in a registry under federal, tribal, state or local law?			
6. As the User of this Environmental Site Assessment (ESA) do you have any specialized knowledge or experience related to the property or nearby properties? For example, are you involved in the same line of business as the current or former occupants?			
7. Are you aware of commonly known or reasonably ascertainable information about the property? For example: Do you know the past uses of the property?			
8. Do you know specific chemicals that are present or once were present at the property?			
9. Do you know of spills or other chemical releases that have taken place at the property?			
10. Do you know of environmental cleanups that have taken place at the property?			
11. Based on your knowledge and experience related to the property, are there any obvious indicators that point to the presence or likely presence of contamination at the property?			
12. Has a title search been performed? If yes, please attach.			
13. Is the property or has the property been used as a gasoline station, motor repair facility, commercial printing, dry cleaners, photo developing, landfill, industrial use, waste treatment or disposal facility?			
14. Are there currently any damaged or discarded automotive or industrial batteries, pesticides, paints, or other chemicals at the subject property?			

Matrix New World Engineering
Questionnaire for Site owner / Site Operator(s)/Occupant(s) including the Key Site Manager / User

QUESTION	YES (*)	NO	UNK?
15. Are there currently any industrial drums or chemicals at the subject property?			
16. Are you aware of contaminated fill at the subject property? (i.e. Fill dirt from off-site.)			
17. Are there currently any pits, ponds, or lagoons in connection with waste disposal or treatment at the subject property?			
18. Are there any current or previous underground storage tanks or aboveground storage tanks at the subject property?			
19. Are there currently any vent pipes, fill pipes, or access ways protruding from the ground at the subject property?			
20. Is the subject property served by a private well and or a private septic system?			
QUESTION	YES	NO	UNK?
21. Does the property discharge industrial wastewater (excluding sanitary sewer)?			
22. Are there any monitoring wells at the subject property?			
23. Does the purchase price being paid for this property reasonably reflect the fair market value of the property? If there is a difference, it is because of known contamination?			
24. What type of property transaction is being performed? i.e. sales, <u>purchase</u> , exchange, refinance?	Purchase & sale		
Please provide the following documentation to Matrix, if available: - Previous Phase I Environmental Site Assessments - Environmental Compliance Audit Reports - Registrations for USTs and/or ASTs - Asbestos or Lead-Based Paint reports - Hazardous waste generator notices - Geotechnical reports - Environmental permits - Registrations for underground injection systems			
PRINT NAME	SIGN NAME	TITLE	
COMPANY NAME	USER – YES / NO	DATE	

Matrix New World Engineering
Questionnaire for Site owner / Site Operator(s)/Occupant(s) including the Key Site Manager / User

If “Yes” checked above, please provide explanation below and/or attach additional pages, as necessary:

APPENDIX B
MATRIX STANDARD 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.

APPENDIX C
MATRIX FEE SCHEDULE

2021 FEE SCHEDULE

TITLE	HOURLY RATE
Executive Engineer	\$275.00
Principal	\$230.00
Senior Technical Director	\$200.00
Senior Project Manager	\$190.00
Technical Director	\$180.00
Senior Technical Manager	\$170.00
Project Manager	\$160.00
Senior Project Professional	\$155.00
Project Professional	\$150.00
Senior Project Specialist	\$145.00
Project Specialist	\$140.00
Senior Technical Professional	\$130.00
One-Man Robotic Crew	\$125.00
Senior Technical Specialist	\$115.00
Technical Specialist	\$105.00
Senior Data/Field Specialist	\$100.00
Second Survey Crew Member	\$100.00
Data/Field Specialist	\$90.00
Senior Technical Assistant	\$85.00
Technical Assistant	\$80.00
Junior Technical Assistant	\$75.00
Junior Data/Field Technician	\$70.00
Data Entry Specialist	\$60.00

2021 REIMBURSABLE EXPENSES

ITEM	FEE
Black & White Copy 8½ x 11	\$ 0.20/sheet
Black & White Copy 8½ x 14	\$ 0.30/sheet
Black & White Copy 11 x 17	\$ 0.40/sheet
Black & White Copy 18 x 24	\$ 1.45/sheet
Black & White Copy 24 x 36	\$ 2.85/sheet
Black & White Copy 30 x 42	\$ 4.25/sheet
Color Copy 8½ x 11	\$ 0.40/sheet
Color Copy 11 x 17	\$ 0.80/sheet
Color Copy 24 x 36	\$27.00/sheet
Color Copy 30 x 42	\$40.00/sheet
Mylar 24 x 36	\$27.00/sheet
Mylar 30 x 42	\$40.00/sheet
CD	\$50.00/disc
Robotic per diem	\$250.00
Scanner per diem	\$400.00
Subconsultants	115% of cost
Out-of-pocket expenses	115% of cost

Additional reimbursables include, but are not limited to, delivery expenses and mileage, charged at Federal prevailing rates.