

Matrix New World Engineering, Land Surveying and
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MATRIXNEWORLD
Engineering Progress

Via Email

March 7, 2022

Mr. John Gross
Township of West Orange
66 Main Street
West Orange, NJ 07052

**Re: PROPOSAL FOR ENVIRONMENTAL SERVICES –
REMEDIAL INVESTIGATION ACTIVITIES AND REPORTING
55 LAKESIDE AVENUE
BLOCK 115, LOTS 15 & 17
WEST ORANGE, NEW JERSEY**

**25 LAKESIDE AVENUE
BLOCK 115, LOT 16
WEST ORANGE, NEW JERSEY
MATRIX NO. 21-1041**

Dear Mr. Gross:

As requested, Matrix New World Engineering, Land Surveying, and Landscape Architecture, P.C. (Matrix) is pleased to provide this proposal to complete the Remedial Investigation (RI) Activities for the Former Barton Press property, located at 55 Lakeside Avenue (Block 115, Lots 15 and 17) in the Township of West Orange (Township), New Jersey (Site).

In addition, Matrix is pleased to provide this proposal to complete the Preliminary Assessment (PA) and Site Investigation (SI) Activities for the Township of West Orange Department of Public Works (DPW) property, located at 25 Lakeside Avenue (Block 115, Lot 16) in the Township of West Orange, New Jersey (Site – DPW). 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 proposed work will be completed in accordance with the Site Remediation Reform Act (SRRA), N.J.S.A. 58:10C-1 et seq., the Administrative Requirements for the Remediation of Contaminated Sites (ARRCS), N.J.A.C. 7:26C, the Technical Requirements for Site Remediation (TRSR), N.J.A.C. 7:26C, and applicable New Jersey Department of Environmental Protection (NJDEP) Guidance Documents.

The scope of work presented herein is in addition to the Limited Phase II Environmental Site Assessment (ESA) investigations presented in the December 7, 2021 proposal and approved by the Township at the December 14, 2021 Council Meeting. In addition, the scope of work below does not include costs for any waste classification soil sampling or removal of the stockpiled soils. These costs are included in the Stockpile Soil Disposal proposal presented to the Township on February 23, 2022.

The scope of work presented herein represents the foreseeable next steps in the RI process for the Former Barton Press Site and the foreseeable next steps in the SI process for the DPW. Following implementation of this proposal and dependent on the results of samples collected, it is possible that additional work may be required to complete the RI for the Former Barton Press Site or DPW Site. If additional work is required to complete the RI, additional proposal(s) will be prepared for approval as necessary.

SCOPE OF WORK

The scope of services and associated fees are described in detail below.

TASK 1: LSRP OVERSIGHT AND PROJECT MANAGEMENT

In accordance with the SRRA, ARRCs, and the TRSR, Matrix will submit the Licensed Site Remediation Professional (LSRP) Retention Form via the NJDEP Online Portal. 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 post a Public Notification sign and submit a revised public notification form to the NJDEP.

In accordance with the NJDEP SRRA, the ARRCs, and the TRSR, the retained Matrix LSRP will oversee the investigation activities outlined herein. This task includes project management, NJDEP correspondence and coordination, and the anticipation of future conference calls and/or meetings with the project team.

This task will also include the completion of the Annual Remediation Cost Review and Remediation Funding Source Form.

TASK 2: REMEDIAL INVESTIGATION ACTIVITIESReview of Available Documentation

In preparing this proposal, Matrix reviewed files documenting prior environmental investigations conducted to date at the Site. Matrix utilized these documents in order to determine the next phase of work at the Site.

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

The QAPP and HASP will be completed prior to the commencement of the RI 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.

Due to safety concerns (i.e., mold and no power) associated with the interior portion of the building on the Site, Matrix will take special precautions when entering the building. These precautions will include half face respirators, battery powered and generator powered lighted, opening as many doors as possible, and the buddy system. These precautions will accrue some additional costs and are included in this proposal.

Off-Site Property Access Letters, if required

Off-site property access will be required to complete the remedial investigations for the Site. Matrix will prepare required access documents in order to conduct the scope of work. This task includes time for Matrix to complete the necessary communications with the property owners. It is noted that this task does not include efforts to support filing in the Superior Court of NJ if the access requests are not granted by the off-site property owners.

Soil Boring Installation

The September 2009 Site Investigation & Remedial Investigation Report, prepared by Environmental Compliance, Inc. (ECI) identified eight contaminated AOCs within the existing building footprint that required delineation. At the time, Woodard and Curran did not collect delineation samples at any of the AOCs located within the building due to mold and poor structural integrity, therefore these eight interior AOCs require additional delineation. Several delineation samples were collected by Woodard & Curran in May 2020 at select AOCs outside the building footprint. However, there were at least five instances in which the soil sample analytical result was above the NJDEP Soil Remediation Standards, therefore requiring additional sampling.

The purpose of the soil investigation is to delineate the horizontal and vertical extent of previously identified contaminant exceedances in soil. The RI will include the installation soil borings to a depth of approximately 20 feet below ground surface (ft bgs) with soil samples collected at multiple depth intervals from the soil borings, if required. The soil samples will be analyzed for either Target Compound List Volatile Organic Compounds plus a Forward Library Search (TCL VOC+15), Semi-Volatile Organic Compounds (TCL SVOC+15), Polychlorinated biphenyls (PCBs), or Target Analyte List Metals (TAL Metals), as required. For

QA/QC purposes, one field blank per field day, and one trip blank per mobilization will also be collected. All samples will be analyzed by a New Jersey certified laboratory on a standard turnaround time basis.

Projected costs include up to three two-day mobilizations for soil investigations.

Interior Soil Sampling

Interior soil samples will be collected to assess the potential impacts from any interior AOCs including AOC-1A and AOC-1B – Former ASTs, AOC-2A, AOC-2B, AOC-2C, AOC-2D, and AOC-2E – Former USTs, AOC-4 – Chemical Storage, AOC-15A – Former Scale, AOC-15B – Solvent Storage, AOC-15D – Former Machine Area, AOC-15E – Komori Press, AOC-24 – Hazardous Material Storage and Handling Area, and AOC-25 – Chemical Storage Cabinets. Up to sixteen interior soil samples will be collected from beneath the building slab and analyzed for Extractable Petroleum Hydrocarbons (EPH) Category 2 and Target Compound List Volatile Organic Compounds plus a Forward Library Search and Target Analyte List plus a Forward Library Search (TCL/TAL+30). All interior soil samples will be biased to any evidence of staining on the concrete, floor drains, sanitary sewer, or interior AOCs. All samples will be analyzed by a New Jersey certified laboratory on a standard turnaround time basis.

Projected costs include one two-day mobilization for interior soil investigations.

Groundwater Investigation

Based on the groundwater sampling activities to date, chlorinated VOCs (CVOCs specifically Trichloroethene [TCE]), Polycyclic Aromatic Hydrocarbons (PAHs) and metals were identified at concentrations above the NJDEP's Groundwater Quality Standards (GWQS). TCE has also been identified in soils across the Site above the NJDEP Soil Remediation Standard for the Migration to Groundwater Exposure Pathway (MGW). Importantly, the current placement of monitoring wells does not sufficiently monitor groundwater impacts from several of the undelineated AOCs. Finally, the September 2009 Site Investigation & Remedial Investigation Report, prepared by ECI, completed deeper temporary well points adjacent to the shallow monitoring wells which identified concentrations of TCE higher than the adjacent monitoring well indicating a potential diving plume. The horizontal extent and the vertical extent of the groundwater plume is unknown; therefore, as part of the RI it is anticipated that additional groundwater monitoring wells will be installed, and additional groundwater samples will be collected to further define the horizontal and vertical extent of ground water contamination.

This task anticipates the installation of up to three shallow overburden monitoring wells and up to five deep overburden monitoring wells. Following the monitoring well installation, these monitoring wells will be subsequently developed using a submersible pump and surveyed by a New Jersey licensed surveyor. All monitoring wells will be gauged, and up to three additional rounds of groundwater sampling will be completed. The groundwater samples will be collected from the monitoring wells (up to 13 wells per sampling event) via low flow sampling technique. The groundwater samples will be analyzed for TCL VOC+15. In addition, PAHs and Metals will be collected from one of the rounds of groundwater samples from the monitoring wells. 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. All groundwater samples will be analyzed on a standard turnaround time basis by a New Jersey certified laboratory.

Following the conclusion of the installation of the additional monitoring wells, Matrix will arrange for the disposal of the non-hazardous investigative derived waste (IDW), up to 32 55-gallon drums. The IDW will consist of soil cuttings and monitoring well purge water generated during well development and groundwater sampling activities.

In addition, Matrix will oversee the repair of up to three monitoring wells. During the December 2021 site inspection, one monitoring well (MW-4) was observed to be damaged (manhole cover damage/missing). During the new monitoring well installation, the NJDEP licensed well driller will repair and/or replace the damaged manhole covers of the monitoring well. Following the completion of the monitoring well repair, the monitoring wells will be surveyed by a licensed surveyor as noted above.

Vapor Intrusion Investigation, if required

Based on the results of groundwater sampling, vapor intrusion sampling maybe required at occupied structures within 100 feet of the CVOC contamination that is above the NJDEP's Vapor Intrusion Groundwater Screening Levels (VIGWSL). Therefore, during the RI activities, Matrix will complete vapor intrusion sampling at up to four off-site properties, if required.

Before sampling, Matrix will complete an access agreement with the property owner. Matrix will also conduct a building survey and complete the applicable sections of the NJDEP Building Survey and Sampling Form. A total of three indoor air samples and one background (ambient) air sample will be collected per property. 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 VIGWSL, 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. Two or three sub-slab soil gas samples will be collected from each property, 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).

TASK 3: REMEDIAL INVESTIGATION REPORT AND REMEDIAL ACTION WORKPLAN PREPARATION AND SUBMITTAL

Following the receipt and evaluation of the soil, groundwater, and vapor intrusion data, a Remedial Investigation Report (RIR) and Remedial Action Workplan (RAW) and associated forms will be prepared and will summarize the results of the remedial investigation and proposed remedial action. 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 Remedial Investigation Report/Remedial Action Workplan that will be submitted to NJDEP.

The following forms may be required during the RI/RAW:

- Case Inventory Document (CID)
- Authorization to Submit a Report Through NJDEP Online
- Cover/Certification Form
- CEA Fact Sheet
- Updated Receptor Evaluation including well search spreadsheet
- Alternative or New Remediation Standard and/or Screening Level Application Form including the Remediation Standard Notification Spreadsheet
- Full Laboratory Data Deliverables Form
- Monitoring Well Certification Form A – As-Built Certification
- Monitoring Well Certification Form B – Location Certification
- Site and Contact Information Update Form

TASK 4: PRELIMINARY ENGINEERING AND PROJECT DOCUMENTS REVIEW

If needed, Matrix will provide consultation with respect to the potential redevelopment of the Site. This scope may include, but is not limited to, review of the site's development constraints, review of proposed site design documents prepared by the site's developer, review of any proposed redevelopment ordinance/plan and attending meetings as necessary. Matrix will provide the above services on an as needed basis and therefore it is not possible to provide a lump sum fee for this item. It is proposed to invoice work under this item hourly with a limit provided below. If the limit is reached and additional work is still required, Matrix will

provide a separate proposal to cover the additional scope.

TASK 5: PRELIMINARY ASSESSMENT FOR 25 LAKESIDE AVENUE - DPW

Matrix will complete a PA for the DPW 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 Site Investigation Report (SIR).

This task will also include the submission of the LSRP Retention Form via the NJDEP Online Portal. 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 post a Public Notification sign and submit a revised public notification form to the NJDEP.

TASK 6: SITE INVESTIGATION (SI) ACTIVITIES FOR 25 LAKESIDE AVENUE - DPW

The objective of an 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 OSHA regulations.

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.

Soil Boring Installation

To assess the potential impacts of the potential AOCs identified as part of the PA, the SI will include the installation of soil borings to a depth of approximately 20 feet below ground surface (ft., bgs) with soil samples collected at multiple depth intervals from the soil borings, if required. The samples will be analyzed for either TCL VOC+15, PAHs, TAL Metals, TCL/TAL+30 and/or EPH Category 1 or 2. All samples will be analyzed by a New Jersey certified laboratory on a standard turnaround time basis.

Projected costs include one two-day mobilization for the Site Investigation activities associated with the DPW Site.

Groundwater Investigation

Based on historic document review, petroleum and chlorinated VOC impacts to groundwater exist onsite. Matrix will collect a round of groundwater samples from the 10 on-site monitoring wells. The groundwater sampling will be completed via the low flow purge technique for TCL VOC+15 analysis. Based on mapped historic fill on the Site at least two of the monitoring wells will be analyzed for TCL/TAL+30. 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.

In addition, Matrix will install up to five temporary well points to assess the potential impacts of the potential AOCs identified as part of the PA. One groundwater sample will be collected from each of the temporary well points and analyzed for either TCL VOC+15, PAHs, TAL Metals, and TCL/TAL+30. Appropriate QA/QC samples will also be collected. Samples will be submitted to a New Jersey certified laboratory to be analyzed on a standard turnaround time. Analytical results will be compared to the NJDEP GWQS.

TASK 7: SITE INVESTIGATION REPORT FOR 25 LAKESIDE AVENUE - DPW

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
- Authorization to Submit a Report Through NJDEP Online
- Cover/Certification Form
- Updated Receptor Evaluation including well search spreadsheet
- Public Notification Form

COSTS

The following are the estimated costs for the tasks described herein to complete the foreseeable Remedial Investigation Activities for the former Barton Press Site and to complete the foreseeable Site Investigation Activities for the DPW Site. All work will be conducted in accordance with the attached standard terms and conditions and LSRP Special Provisions.

Task 1 – LSRP Services and Project Management

Labor	\$ 24,100.00
Total for Task 1	\$ 24,100.00

Task 2: Remedial Investigation Activities

Labor	\$ 58,310.00
Direct Expenses (Soil Investigation)	\$ 48,850.00
Direct Expenses (Interior Soil Investigation)	\$ 21,550.00
Direct Expenses (Groundwater Investigation)	\$ 72,880.00
Direct Expenses (Vapor Intrusion Investigation)	\$ 16,300.00
Total for Task 2	\$ 217,890.00

Task 3: Remedial Investigation Report Preparation and Submission

Labor	\$ 20,960.00
Direct Expenses	\$ 1,000.00
Total for Task 3.....	\$ 21,960.00

Task 4: Preliminary Engineering and Project Documents Review

Labor	\$ 10,000.00
Total for Task 4.....	\$ 10,000.00

Task 5: Preliminary Assessment for 25 Lakeside Avenue - DPW

Labor	\$ 9,770.00
Direct Expenses (EDR, File Review)	\$ 2,450.00
Total for Task 5.....	\$ 12,220.00

Task 6: Site Investigation Activities for 25 Lakeside Avenue - DPW

Labor	\$ 20,840.00
Direct Expenses (Soil Investigation, Groundwater Investigation, GPR)	\$ 64,120.00
Total for Task 6.....	\$ 84,960.00

Task 7: Site Investigation Report for 25 Lakeside Avenue - DPW

Labor	\$ 16,880.00
Direct Expenses	\$ 680.00
Total for Task 7.....	\$ 17,560.00

Total Estimated Costs \$ 388,690.00

ASSUMPTIONS AND EXCLUSIONS

This proposal is based on the following assumptions:

- Access will be provided to on-site sample locations;
- All field work will be completed in Level D personal protective equipment;
- All samples will be analyzed on a standard turnaround time basis, unless otherwise noted;
- All investigation derived waste will be disposed of as non-hazardous waste;
- No additional assessment or investigation activities or LSRP documents beyond the activities identified in the scope of work are included;
- All work will be completed during normal business hours;
- Costs exclude any NJDEP inspections;
- Costs do not include any additional NJDEP notification or reporting fees;
- Costs do not include the limited Phase II Environmental Site Assessment investigations;
- Costs do not include any waste classification soil sampling or disposal of the stockpiled soils; 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.

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,

Allison Molnar

Allison Molnar
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 any other claims related to the Agreement.

ATTACHMENT 2
SPECIAL PROVISIONS - LSRP

Special Provisions- Licensed Site Remediation Professional Services

1. Licensed Site Remediation Professionals. In accordance with the Site Remediation Reform Act, NJSA 58:10C-1 et seq ("SRRA") and Executive order #140, 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 NJSA 58:10C-1 et seq, and the regulations effective November 5, 2009 known as Administrative requirements for the Remediation of Contaminated Sites ("ARRCS") as prepared by the New Jersey Department of Environmental Protection ("NJDEP") thereunder (collectively, the "LSRP Program").

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

- 1.1 The laws and regulations relating to the LSRP Program imposes 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.

If the LSRP's obligations under the LSRP Program conflict in any way the terms and conditions of this Agreement or the wishes or intentions of the Client, the client acknowledges that the LSRP is bound by law to comply with the requirements of the LSRP Program.

- 1.2 The Client recognizes that the LSRP shall be immune from all civil liability resulting from any alleged and/or actual conflict between the Client's interests and the investigatory, reporting and disclosure obligations under the LSRP Program. The Client also agrees to defend, indemnify and hold harmless Matrix New World Engineering, Inc. (Matrix) and its LSRP from and against any claims losses, damages, fines, or administrative, civil, or criminal penalties that arise as a direct or indirect result of the fulfillment of obligations to the LSRP program.
- 1.3 Client acknowledges and agrees to provide Matrix and its LSRP all relevant project information including but not limited to: (a) the date(s) and time(s), to the extent known, on which the Client obtained knowledge of any prior release(s); (b) details about the release(s) and Site-specific conditions; (c) any prior environmental site assessment reports, laboratory analytical reports, and/or other pertinent data, facility surveys, etc. known to the Client; and (d) prior measures taken to address the release(s), all to ensure that professional services, rendered on the Client's behalf by Matrix and its LSRP, to comply with the LSRP Program.
- 1.4 Under the LSRP Program, the LSRP is required to provide professional opinions at various stages if environmental assessment (remediation) 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.

1.5 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 As part of the LSRP Program, the NJDEP may audit with or without cause, work product developed under the LSRP Program, respectively. If the NJDEP conducts such an audit, the LSRP responses to such requests for information and additional services not included in the current Scope of Services and that Matrix New World shall be compensated therefore on substantially the same basis as it is compensated for Services provided under this Agreement.