

June 24, 2022

Township of West Orange
66 Main Street
West Orange, New Jersey 07052

Attention: John Gross

Re: Proposal for ASTM Phase II Environmental Site Assessment
Twin Towing Auto & Truck Repair
1 Lakeside Avenue
Block 115 Lot 16.01 and 51 and Block 1302 Lot 1
Small Portion of Block 1302 Lot 1 is in City of Orange
West Orange, New Jersey 07052
Matrix Proposal No. 22-0367

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 Phase II Environmental Site Assessment (Phase II ESA) for the above referenced property (Site).

SITE BACKGROUND

Matrix understands that the Twin Towing Property is being acquired by the Township of West Orange for future redevelopment in the Township's downtown corridor. This Site is approximately 0.75 acres and consists of one square two-story structure and an asphalt paved/gravel parking lot. Please note that Block 115 Lot 51 is currently owned by the Township of West Orange and this lot is currently being leased by Twin Towing.

As a result of the Phase I Environmental Site Assessment (ESA), prepared by Matrix in June 2022, the following Recognized Environmental Conditions (RECs) were identified with further investigation recommendations:

- REC-1 – Hazardous Substances (Parts Washer)
- REC-2 – Oil Water Separator
- REC-3 - Trench Drains
- REC-4 – Exterior Staining
- REC-5 – Historic Fill
- REC-6 – Former Rail Lines
- REC-7 – Former Site Structures
- REC-8 – Vapor Encroachment

PROPOSED SCOPE OF SERVICES

The purpose of the proposed Phase II SI activities is to evaluate the potential contamination from the identified RECs from the May 2022 Phase I ESA. Based on the findings of the Phase I ESA, the following sections provide a description of the scope of work to be completed at the Site. 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, and the TRSR, N.J.A.C. 7:26E. In addition, Matrix will conduct the Phase II investigation activities in accordance with the American Society for Testing and Materials (ASTM) Designation E1903-11 Standard

Practice for Environmental Site Assessments: Phase II Environmental Site Assessment Process.

TASK 1 – Phase II Investigation Activities

Matrix will mobilize to the property with a New Jersey-licensed driller to complete the installation of soil borings for the purpose of collecting soil samples. Prior to drilling activities, the New Jersey-licensed driller will contact NJ One Call for public utility mark outs. All sampling activities will be conducted in general accordance with the NJDEP TRSR and the NJDEP Field Sampling Procedures Manual (FSPM).

It should be noted that if soil analytical results indicate the presence of site-related compounds in exceedance of their respective NJDEP standards, the NJDEP is required to be contacted via the NJDEP hotline. Matrix will notify the Client of any exceedances of the NJDEP standards following receipt and review of laboratory analytical results. In addition, should further sampling be determined necessary based on the laboratory analytical results, Matrix will provide a separate scope of work for the proposed additional activities.

Health and Safety Plan

Matrix will prepare a Site-specific Health and Safety Plan (HASP) prior to initiating field investigation activities. The HASP will identify potential hazards in advance of the completion of field work.

REC-1 – Hazardous Substances (Parts Washer)

One 55-gallon drum with a parts washer attachment was observed at the southern portion of the automotive garage building. The solvent used in the parts washer and drum was identified as Safety Kleen 105/140 Solvent. According to the Safety Data Sheet for this solvent, the solvent contains tetrachloroethene (PCE). Even though the solvent contains an exceptionally low concentration of PCE, it is unknown if solvents previously used may have contained higher concentrations of PCE. Additionally, chlorinated solvents have a greater potential to seep through the concrete flooring and cause impacts to the soil and groundwater beneath the Site.

Matrix will install one soil boring in the vicinity of the parts washer utilizing Geoprobe® Direct Push technology to determine if the parts washer has impacted the soils beneath the Site. The Geoprobe samples will be lined with five-foot dedicated acetate sleeves. The material will be field-screened for the presence of volatile organic compounds (VOCs) with a photo-ionization detector (PID) and logged for lithology. Matrix will collect one soil sample at a six-inch interval which displays the greatest likelihood for contamination based on visual observations and field screening instruments (i.e., high PID readings) or 6-inches below the concrete slab. It is estimated that the soil boring will be advanced to no more than 5 feet below grade surface (bgs). The soil sample will be analyzed for target compound list VOCs (TCL VOCs+15). The soil sample will be submitted to a New Jersey certified laboratory to be analyzed on a standard turnaround time. The soil boring will be backfilled with soil cuttings and sealed with concrete. Analytical results will be compared to the NJDEP May 2021 Soil Remediation Standards (SRS).

REC-2 – Oil Water Separator and REC-3 – Trench Drains

A hatch/access way associated with an oil water separator was identified but wasn't opened or inspected during the Site reconnaissance. Therefore, the integrity of the oil water separator is unknown.

The Phase II ESA activities will include the inspection of the oil water separator and trench drains to determine the discharge points. Matrix will also provide oversight during the inspection of the oil water separator and trench drains and all associated piping, which will be conducted by an experienced and qualified sub-contractor. The system will be video inspected and/or dye-tested to determine the discharge point, as appropriate (to determine if the trench drains discharge to the oil water separator) and the integrity of the oil water separator and trench drains. The video inspection will utilize a remote-controlled

pan, zoom, and tilt camera on a closed-circuit television with a computer analysis.

If schematics cannot be provided for the configuration of the oil/water separator, Matrix suggests that a geophysical Survey be conducted to determine the location, configuration, and if there is an underground water oil tank associated with the system.

Following the geophysical investigation, Matrix will install a minimum of three soil borings in the vicinity of the oil water separator and each trench drain utilizing Geoprobe® Direct Push technology to determine if the parts washer has impacted the soils beneath the Site. The Geoprobe samples will be lined with five-foot dedicated acetate sleeves. The material will be field-screened for the presence of VOCs with a PID and logged for lithology. Matrix will collect three soil sample at a six-inch interval which displays the greatest likelihood for contamination based on visual observations and field screening instruments (i.e., high PID readings) or 6-inches below the invert of the oil water separator and/or trench drains. It is estimated that the three soil borings will be advanced to no more than 15 feet bgs. The soil samples will be analyzed for extractable petroleum hydrocarbons (EPH) category 2 and target compound list and target analyte list plus a forwarding library (TCL/TAL+30). The soil samples will be submitted to a New Jersey certified laboratory to be analyzed on a standard turnaround time. The soil boring will be backfilled with soil cuttings and sealed with concrete. Analytical results will be compared to the NJDEP May 2021 SRS.

REC-4 – Exterior Staining

During the site reconnaissance, several areas of staining on the asphalt were observed in the parking lot, concrete aprons, and in vehicle storage areas. Due to the unpaved nature of a majority of the Site, the presence of staining across these areas, Matrix recommends the completion of soil borings to determine if impacts are present beneath the Site.

Matrix will install two soil borings in the vicinity of the staining utilizing Geoprobe® Direct Push technology. The Geoprobe samples will be lined with five-foot dedicated acetate sleeves. The material will be field-screened for the presence of VOCs with a PID. Matrix will collect two soil samples at a six-inch interval which displays the greatest likelihood for contamination based on visual observations and field screening instruments. It is estimated that the soil borings will be advanced to no more than 5 feet bgs. The soil samples will be analyzed for EPH category 2 and TCL/TAL+30 and submitted to a New Jersey certified laboratory to be analyzed on a standard turnaround time. The soil borings will be backfilled with soil cuttings. Analytical results will be compared to the NJDEP May 2021 SRS.

REC-5 – Historic Fill

Based on the NJDEP GIS Map and NJDEP's GeoWeb, there is potential for impact to the Site based on the mapped historic fill material across the Site. No previous investigations or remediation of contaminants that may exist from the potential historic fill material have been completed as part of this report, nor were any previous investigations discovered by any OPRA/FIOA requests sent as part of this report. As a result, there is a potential for historic fill material and contaminants associated with historic fill material to exist on the Site.

Matrix will install up to three soil borings throughout the Site utilizing Geoprobe® Direct Push technology to determine if historic fill material is present on Site and, if present, determine the extent of the historic fill material. The Geoprobe samples will be lined with five-foot dedicated acetate sleeves. The material will be field-screened for the presence of VOCs with a PID. If historic fill is present, Matrix will collect up to two soil samples from the historic fill material at a six-inch interval which displays the greatest likelihood for contamination based on visual observations and field screening instruments. It is estimated that the soil borings will be advanced to no more than 15 feet bgs. The soil samples will be analyzed for EPH

category 2 and TCL/TAL+30 and submitted to a New Jersey certified laboratory to be analyzed on a standard turnaround time. The soil borings will be backfilled with soil cuttings. Analytical results will be compared to the NJDEP May 2021 SRS.

REC-6 – Former Rail Lines

Based on the review of historic documents, rail lines were formerly located along the northern portion of the Site and running east to west. The rail lines were removed from the Site by 1984, and the area is currently used for vehicle storage. Based on potential contaminants associated with historic rail lines, polynuclear aromatic hydrocarbons (PAHs), polychlorinated biphenyls (PCBs), and metals, Matrix is recommending the collection of soil samples every 100 ft along the former rail line.

Matrix will install three soil borings in the vicinity of the former rail line utilizing Geoprobe® Direct Push technology. The Geoprobe samples will be lined with five-foot dedicated acetate sleeves. The material will be field-screened for the presence of VOCs with a PID. Matrix will collect three soil samples at a six-inch interval which displays the greatest likelihood for contamination based on visual observations and field screening instruments. It is estimated that the soil borings will be advanced to no more than 10 feet bgs. The soil samples will be analyzed for PAHs, PCBs, and TAL metals and submitted to a New Jersey certified laboratory to be analyzed on a standard turnaround time. The soil borings will be backfilled with soil cuttings. Analytical results will be compared to the NJDEP May 2021 SRS.

REC-7 – Former Site Structures

Based on the 1939 Sanborn Map, store/residential structures were constructed on the Site. The former store/residential structures were demolished by 1951. Based on the building use, it is not likely that hazardous materials were utilized, stored, produced, or disposed of at the Site. However, it was common for commercial and residential properties to be heated by heating oil that was stored in underground storage tanks (USTs). Information regarding potential former USTs associated with the former Site structure was not available.

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.

REC-8 - Vapor Encroachment

Based on the review of historical records, there is an off-site source of groundwater contamination identified in close proximity to the Site. Matrix proposes performing an open public records request act (OPRA) file review at NJDEP to obtain additional details regarding the off-site source of contamination and to determine if there is a potential vapor intrusion trigger within 100 feet of the Site building.

Task 2 – Phase II Report Preparation and Project Management

Upon completion of the investigation activities described above, a Phase II ESA letter report will be prepared and submitted to the Client. Analytical results will be compared to the applicable NJDEP screening levels and regulatory standard. The Phase II ESA letter report will document the observations made during the investigation, analytical results, and any additional actions that may be necessary. The Phase II ESA letter report will include analytical summary tables, sample location figures, and boring logs. A draft report will be prepared 30 days after the last set of data is received. A final report will be submitted two weeks following receipt of client comments.

PROJECT COST AND SCHEDULE

Task 1: Phase II Investigation Activities

Labor.....	\$7,150.00
Direct Expenses (Travel, Drilling, Soil and Groundwater Sampling)	<u>\$23,300.00</u>
TOTAL ESTIMATED COSTS	\$30,450.00

Task 2: Phase II Report Preparation and Project Management

Labor	<u>\$6,850.00</u>
TOTAL ESTIMATED COSTS	\$37,300.00

The Phase II ESA will be completed in accordance with Matrix's Terms and Conditions (Attachment 1). Matrix is prepared to start work on this project immediately after receipt of the notice to proceed. The return of a signed copy of this letter shall constitute authorization to proceed. We thank you for the opportunity to be of service to you on this project.

ASSUMPTIONS AND EXCLUSIONS

This proposal is based on the following assumptions:

- Costs assume that all areas are accessible for inspection;
- No additional assessment, investigation or remediation activities are included;
- No client meetings will be required;
- Costs do not include future soil or groundwater remediation;
- Costs exclude any NJDEP inspections;
- Costs do not include any additional NJDEP notification or reporting fees;
- All external costs will be charged at cost plus 15%.

We thank you for the opportunity to be of service to you on this project. If you have any questions or require any additional information, do not hesitate to contact me at (973) 240-1800 or at amolnar@mnwe.com.

Sincerely,

Allison Molnar
Project Manager

Enclosures:

- Appendix A – Matrix Standard Terms and Conditions
- Appendix B – 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
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, consistent with the applicable standard of care, 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 an estimated range, Matrix shall provide CLIENT with an exact cost as soon as it can be determined.

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. Matrix shall be entitled to rely upon the accuracy and completeness of services and information furnished by the CLIENT and CLIENT's consultants.

The CLIENT will advise Matrix of the nature and extent of any 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.

Unless otherwise specifically provided in this agreement, Matrix and its consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the project site.

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 collection and court costs, disbursements, staff time expended for court appearances and depositions, 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 by Matrix and its consultants in connection with the specific project, including those in electronic form, are Instruments of Service to be used solely with respect to this Project. Matrix and its consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights including copyright.

Upon execution of Agreement, Matrix grants to CLIENT a non-exclusive license to reproduce the Instruments of Service solely for the purposes of constructing, using, and maintaining the Project, provided that CLIENT shall comply with all obligations, including prompt payment of all sums when due, under this Agreement. CLIENT shall not assign, delegate, sub-license, pledge or otherwise transfer any license granted herein to any other party without the prior written agreement of Matrix.

Any unauthorized use and/or use of the Instruments of Service in violation of this Agreement, shall be at CLIENT'S sole risk and without liability to Matrix and its consultants, and CLIENT shall defend and indemnify MATRIX and its consultants against any claim and damages arising from such unauthorized use. The terms of this Section shall apply unless and until it is adjudged by a court of competent jurisdiction that CLIENT rightfully terminated this Agreement for cause under Section 19.

If and upon the date that Matrix is adjudged in default of this agreement by a court of competent jurisdiction, the foregoing license shall be deemed terminated and replaced by a second, nonexclusive license permitting CLIENT to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections, or additions to the Instruments of Service solely for purposes of completing, using and maintaining the Project.

If set forth in the Proposal, the Instruments of Service shall become the co-owned 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 AND HIDDEN CONDITIONS

Matrix will conduct the research that in our exclusive professional opinion is a reasonable precaution to locate utility lines and other man-made objects that may exist beneath the project site surface. The CLIENT recognizes that Matrix's research may not identify all subsurface utilities or other subsurface objects, and therefore the CLIENT agrees to release, hold Matrix harmless and indemnify and pay for damages to underground utilities/structures and/or other damages related to construction activities, worker health/safety, schedule delays, etc. Which may be attributable to underground objects which are not identified by the CLIENT or third parties or correctly shown on plans furnished by the CLIENT or third parties.

In the event that the services provided by Matrix are for renovations and/or addition to an existing structure, there may exist existing conditions which cannot be identified or verified without expending great sums of money and/or destroying portions of the building. CLIENT agrees that Matrix shall not be responsible for damages or additional costs which arise out of hidden conditions not identified and/or located by Matrix.

In the event that the services provided by Matrix involve the investigation of, or assumptions about, subsurface conditions of any kind, the CLIENT recognizes that subsurface conditions may vary from those encountered at the location where, and at the time when, borings, sampling, or testing is performed by Matrix and that the data provided by Matrix are based solely on the information available to Matrix. The CLIENT agrees to release, defend 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 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 Services 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 authorizes 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 measures.

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, reporting or responding to 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.

Matrix shall not have control over or charge of and shall not be responsible for the acts or omissions of CLIENT and/or Builder/Contractor, subcontractors, consultants or their agents or employees, or of any other persons or entities performing portions of the Work. Matrix shall not supervise, direct or have control over the contractor(s) work, nor shall Matrix have any authority over, or responsibility for, the means, methods, techniques, sequences or procedures of construction selected by the contractor(s), or for any safety precautions or programs incident to the work of the contractor(s), or for any failure of the contractor(s) in furnishing or performing its(their) work. Matrix neither guarantees the performance of any construction contracts by contractor(s), nor assumes responsibility or liability for the contractor's(s') failure to furnish or perform its (their) work in accordance with the applicable contract documents.

When provided, and unless otherwise expressly provided in the Scope of Services, field visits are to observe the progress and general quality of the work completed by the contractor. Unless expressly stated otherwise, such visits and observation are not intended to be an inspection of the quality or quantity of the Contractor's work but rather are solely intended to allow this office to become generally familiar with the work in progress and to determine, in general, if the work is proceeding in accordance with the Construction Documents directly related to this office's scope of services. During or as a result of these site visits, this office shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work. Unless required in this Agreement, material testing and inspection shall be provided by a material testing and testing agency retained by others.

Section 10: INDEPENDENT CONTRACTOR

Matrix shall be an independent contractor in performing the Services and shall not act as an 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 insurance as follows: 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. Upon request, Matrix shall provide insurance certificates illustrating the coverage herein.

CLIENT shall require the contractor(s) hired for the project to maintain general liability insurance (including coverage for premises, personal injury, property damage, completed operations, and contractual liability) naming CLIENT, Matrix and its consultants and employees, as additional insureds.

Matrix may terminate services if proof of additional insured status is not provided prior to the start of construction without any liability to CLIENT for resulting damages, whether due to delay or otherwise.

Section 13: INDEMNITY

A. Matrix

Matrix agrees to indemnify and hold harmless CLIENT from and against any damages (including legal fees and costs of investigation where recoverable by law) to the actual extent of negligence of Matrix in the 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.

B. CLIENT

The CLIENT, agrees to indemnify and hold harmless Matrix from and against any damages, (including legal fees and costs of investigation where recoverable by law) to the actual extent of negligence of the CLIENT, or anyone directly or indirectly employed by the CLIENT, in 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, consultants (including subcontractors) 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 parent, subsidiary or affiliate of Matrix, or any of their respective officers, directors, shareholders, partners, principals, members, managers, beneficiaries, employees, consultants (including sub-contractors) or agents. Any provision in this Agreement that inures to the benefit of Matrix shall also inure to the benefit of Matrix's officers, directors, shareholders, partners, principals, members, managers, beneficiaries, employees, consultants (including sub-contractors) 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. Matrix disclaims, and the CLIENT waives, any implied warranties of merchantability or fitness for a particular purpose with respect any equipment or other personal property procured by Matrix and provided to the CLIENT as part of any Services.
- E. Matrix and CLIENT agree that, to the extent any damages are covered by property insurance during construction, or afterwards, Matrix and CLIENT waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement. Matrix and CLIENT, as appropriate, shall require of the contractors, sub-consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.
- F. CLIENT recognizes and expects certain Change Orders may be required due, in whole or in part to omissions, ambiguities, or inconsistencies in the Drawings, specifications, and other design documentation furnished by Matrix or as a result of the other professional services performed or furnished by Matrix under this Agreement, and that Matrix is not responsible for the costs associated with these Change Orders to the extent Change Orders include any cost that CLIENT would have incurred if the covered Change Order work had been included originally in the Drawings, specifications, and other design documentation, without any omission, ambiguity, or inconsistency in the Construction Documents.
- G. 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 of Matrix(in whole or in part), including but not limited to negligence , strict liability or breach of contract of Matrix.

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 and CLIENT shall not assign the Agreement in whole or part without the written consent of the other, except that CLIENT may assign this Agreement to an institutional lender providing financing for the Project. In such event, the lender shall assume the CLIENT'S rights and obligations under this Agreement, including full payment of all sums due for services rendered. Matrix shall only execute consents reasonably required to facilitate such assignment. Matrix in no way is prohibited from retaining consultants or subcontractors, or 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

Nothing in this Agreement shall be construed to create a cause of action in favor of any third parties, it being the express intent not to create any third-party beneficiaries to this Agreement..

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' written 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' written 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 AND VENUE

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 any other claims related to the Agreement. Any litigation arising from this Agreement shall be venued in the Superior Court of New Jersey, Morris County.

**APPENDIX B
MATRIX FEE SCHEDULE**

2022 FEE SCHEDULE

TITLE	HOURLY RATE
Executive Engineer	\$290.00
Principal	\$250.00
Senior Technical Director	\$220.00
Senior Project Manager	\$210.00
Technical Director	\$200.00
Senior Technical Manager	\$190.00
Project Manager	\$180.00
Senior Project Professional	\$170.00
Project Professional	\$160.00
Senior Project Specialist	\$155.00
Project Specialist	\$150.00
Senior Technical Professional	\$140.00
One-Man Robotic Crew	\$130.00
Senior Technical Specialist	\$125.00
Technical Specialist	\$115.00
Senior Data/Field Specialist	\$110.00
Second Survey Crew Member	\$110.00
Data/Field Specialist	\$100.00
Senior Technical Assistant	\$95.00
Technical Assistant	\$90.00
Junior Technical Assistant	\$85.00
Junior Data/Field Technician	\$75.00
Data Entry Specialist	\$65.00

2022 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.