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August 26, 2022

Leonard R. Lepore, PE, Municipal Engineer
 Township of West Orange
 Director, Department of Public Works, Engineering Division
 25 Lakeside Avenue, West Orange, NJ 07052

**Re: Proposal for Professional Services – Site Investigation
 Department of Public Works at 25 Lakeside Avenue
 Township of West Orange, Essex County, New Jersey
 NJDEP CASE #93-05-04-1501-12 & 99-04-06-1412-47
 NJDEP SRP PI# 014423**

Dear Mr. Lepore:

CME Associates (CME) is pleased to submit this proposal to the Township of West Orange (Client) to continue Professional Environmental and Licensed Site Remediation Professional (LSRP) Services at the Department of Public Works facility located at 25 Lakeside Avenue in West Orange.

CME is currently contracted with the Township for Professional Environmental and Licensed Site Remediation Services consulting work at the West Orange DPW located at 25 Lakeside Avenue (Site) to complete the remedial action of impacts resulting from an on-Site 4,000-gallon gasoline underground storage tank (UST) discharge.

Recently, a groundwater sampling was conducted at the existing monitoring wells at 25 Lakeside Avenue by another environmental consultant (Matrix) during an investigation conducted in May 2022. As a result, a new area of concern (AOC) was discovered at the Site (oil in MW-9). The sampling was conducted during the investigation of an off-site impacts of adjacent property (Former Barton Press, 55 Lakeside Avenue, West Orange, NJ) to complete groundwater delineation/groundwater remedial investigation at the Former Barton Press.

CME reviewed the recent groundwater sampling results conducted at the Site, it appeared that Matrix identified free-phase product at MW-9. CME collected a sample for Finger-print analysis and the results showed Motor Oil as the matching oil. MW-9 historically was a clean well, previous testing did not identify any product or groundwater impacts before 2019.



Mr. Leonard R. Lepore, PE
Municipal Engineer/Director of Public Works
Re: Department of Public Works at 25 Lakeside Avenue – Site Investigation

August 26, 2022
Page 2 of 10

Matrix conducted a Preliminary Assessment (PA) at the Site and complete it in August 2022. Based on a review of the PA, several AOCs are identified, inside and around the DPW garage, that could be the source of the discharge at MW-9 and other potential discharges. Additional Site and Remedial investigation activities should be completed to investigate these new AOCs and the extent of impacted soil and groundwater related to any potential discharges. The AOCs that were identified for additional investigation are:

AOC-1C - Three 275 Gallon Waste Oil ASTs and One 275 Gallon Antifreeze AST

AOC-1F Edison -- Former ASTs East Storage Area

AOC-5A Drum Storage Area Exterior West Side

AOC-5F Edison Inflammable Oils Storage Shed

AOC-5G Edison Coal Pile - Co-located with Edison ASTs LNAPL at MW-9

AOC-5H Edison Ash Hopper

AOC-7A Trench Drain Storage Garage

AOC-7B Trench Drain Repair Garage

AOC-10A OWS West of Repair Garage

AOC-10B OWS East of Storage Garage

AOC-11A Historic Fill in the Vicinity of Former Rail

AOC-11B Historic Fill Materials

AOC-12A and B - Edison Former Boiler Rooms

AOC-14C Former Truck Lift North Side of Repair Garage

AOC-14D Former Truck Lift South Side Repair Garage

AOC-15A Staining West Side of Repair Garage

AOC-15B Staining South Side of Repair Garage

AOC-18A Central Rail Spur

AOC-18B Coal Trestle Rail Spur

AOC-21 LNAPL Observed in MW-9



Mr. Leonard R. Lepore, PE
Municipal Engineer/Director of Public Works
Re: Department of Public Works at 25 Lakeside Avenue – Site Investigation

August 26, 2022
Page 3 of 10

CME recommended a Site Investigation (SI) be conducted in accordance with NJDEP requirements and guidance documents. A proposal that included the investigation of soil and groundwater around impacted MW-9 was submitted on July 26, 2022.

This proposal was requested to investigate the remaining AOCs and complete the Site Investigation at the Site. The following scope of work is required to comply with the NJDEP Technical Requirements for Site Remediation at the Site and necessary to continue to advance the project towards a closure with Site-wide RAO.

The scope of work included in this proposal is based on the recommendations for investigation at AOCs identified in the Matrix PA. The proposed scope of work is prepared to establish a Site Investigation of identified AOCs to satisfy the New Jersey Department of Environmental Protection (NJDEP) requirements.

Note that based on the findings of the Site Investigation, further investigation and/or remediation may be warranted. This proposal does not include costs associated with additional investigation and remediation services beyond the scope of services presented herein.

SCOPE OF SERVICES

A groundwater and soil investigations should be implemented at the Site to evaluate any potential impacts of the recently identified AOCs on the Site.

TASK 1: GEOPHYSICAL INVESTIGATION

Prior to any subsurface exploration, CME will retain the services of a geophysical survey consultant to perform a geophysical investigation at the Site. The geophysical consultant will employ electromagnetic (EM), line tracing, and ground-penetrating radar (GPR) techniques to assess for underground utilities, potential former excavations, abandoned USTs, and other buried features (e.g., drums, tanks, building foundations). Anomalies and subsurface features identified by the geophysical survey will be marked on-site and the locations will be recorded using handheld GPS equipment. In addition, CME personnel will conduct a site inspection concurrently with the geophysical investigation. For estimation purposes, it is assumed the geophysical survey and site inspection will be completed over the course of one (1) working day.

TASK 2: SOIL BORINGS AND TEMPORARY WELLS INSTALLATION



Mr. Leonard R. Lepore, PE
Municipal Engineer/Director of Public Works
Re: Department of Public Works at 25 Lakeside Avenue – Site Investigation

August 26, 2022
Page 4 of 10

CME will retain the services of a qualified drilling contractor (Geoprobe operator) to perform direct-push soil borings and advance borings in all the AOCs at the Site where soil and groundwater investigation was recommended in the PA.

Please note that some of the AOCs will be investigated (including 15 soil borings) during the soil and groundwater delineation around MW-9 (Oil impacts investigation), which is included in the previous Proposal (July 28, 2022).

Up to twenty-five (25) soil borings and samples will be advanced to depths that range between approximately five (5) to twenty (20) feet below ground surface (ft bgs). Four of the soil borings will be installed at shallow depths up to 2 feet bgs deep.

CME personnel will log all borings and will utilize a photoionization detector (PID) to screen for the presence of volatile organic compounds (VOCs). All boring locations will be surveyed using GPS equipment.

The soil samples at each AOC location will be analyzed for different parameters, including Extractable Petroleum Hydrocarbons (EPH) Category 2, 25 percent of samples where EPH is detected will be analyzed for EPA Target Compound List volatile organic compounds (TCL VO+TICs), semi volatile organic compounds including 1-Methyl Naphthalene (TCL SVO+TICs) with a library search of the fifteen (15) highest Tentatively Identified Compounds (TICs) or PAHs, PCBs, TAL Metals Pesticides and Hex Chromium. All soil samples will be submitted to a NJDEP-certified analytical laboratory for analysis.

Based on the regional geology at the site vicinity, it is expected that the subsurface materials encountered will consist primarily of shale bedrock. Per NJDEP guidance and the TRSR, CME will direct the drilling contractor to install up to four (4) PVC temporary well points to assess groundwater beneath the area of investigation. One (1) groundwater sample will be collected from each temporary well point utilizing a dedicated, disposable bailer. The temporary well points will be removed following sample collection. All groundwater samples will be submitted for laboratory analysis for TCL VOCs, tertiary butyl alcohol (TBA), TCL SVOCs and TAL Metals in accordance with the TRSR and NJDEP guidance documents. Trip blank samples will accompany the groundwater sample (s) and will be analyzed for TCL VOCs.

One (1) field blank sample will also be collected each day of field activities. The field blank(s) will be handled and transported in the same manner and analyzed for the same parameters as the samples collected that day.



Mr. Leonard R. Lepore, PE
Municipal Engineer/Director of Public Works
Re: Department of Public Works at 25 Lakeside Avenue – Site Investigation

August 26, 2022
Page 5 of 10

The samples will be collected and equipment will be decontaminated in accordance with the NJDEP Field Sampling Procedures Manual (August 2005 edition, revised April 2011). All samples will be submitted to a NELAP-accredited and NJDEP-certified laboratory for analysis on a standard turnaround time.

Upon receipt of laboratory test results, CME will compare all groundwater sample results against the current NJDEP Groundwater Quality Standards (GWQS) for Class II-A Aquifers (N.J.A.C. 7:9C) and the NJDEP Vapor Intrusion Screening Levels (VISL).

All the field work implemented at the Site during the site investigation will be supervised; field screening techniques will be performed in accordance with the NJDEP Technical Requirements for Site Remediation (N.J.A.C. 7:26E) to determine the potential presence of impacted materials.

TASK 3: DYE TRACING TRENCH DRAIN AT INTERIOR OF STORAGE GARAGE AND REPAIR GARAGE

CME will conduct Dye Tracing investigation at precast trench drains at the interior of Repair Garage and Storage Garage to evaluate if any contaminants were discharged to the environment related to the trenches. Prior to conducting a subsurface investigation at the site, CME will retain the services of an underground utility locating firm to verify the locations of utility lines within the proposed area of investigation.

A 300-foot precast trench drain was identified during the Site reconnaissance and on Construction Plans for the DPW facility dated July 1981. The plans depict connection to the oil/water separators (OWS, AOC-10) and grit boxes at the exterior south and north sides of the structure and to the Site storm sewer system (AOC-8) for final discharge to Wigwam Brook (AOC-9).

A 98-foot precast trench drain was identified on Construction Plans for the DPW facility dated July 1981. The plans depict connection to the Oil Water Separator (AOC-10) and grit boxes at the exterior south and north sides of the structure. The plans depict connection of the OWS system to the Site storm sewer system (AOC-8) for final discharge to Wigwam Brook (AOC9) at the southeast portion of the Site.

Additional investigation (dye tracing) will be completed at AOC-7A and AOC-7B to determine the routing of the trench drain and to determine if the trench drain had contributed to subsurface soil impacts.



Mr. Leonard R. Lepore, PE
Municipal Engineer/Director of Public Works
Re: Department of Public Works at 25 Lakeside Avenue – Site Investigation

August 26, 2022
Page 6 of 10

TASK 4: VAPOR INTRUSION INVESTIGATION

Vapor intrusion (VI) investigation will be performed to evaluate possible impacts from vapor intrusion according to the Department's Vapor Intrusion Guidance (VIG) Documents, revised in May 2021. Vapor intrusion occurs when volatile organic compound (VOC) vapors from contaminated soil and/or groundwater seep through cracks and holes in foundations or slabs of buildings. For the DPW office and garage building square footage, 4 SSSG, 3 IA, and 1 Ambient sample should be collected and analyzed for TO-15. Our services will include the following subtasks:

1- Indoor Air Sampling

CME will evaluate the potential impacts to indoor air quality as a result of volatile organic (VO) vapors emanating from the VOC plume migrating beneath the property. Specifically, our scope of services will be to:

- A. Complete the Indoor Air Quality–Building Survey Form (with the help of the property owner representative) to account for potential additional sources of VOCs (not related to the discharge at Site) that may affect the proposed air sample collection from the building.
- B. Collect 4 indoor air samples utilizing six-liter capacity stainless steel canisters equipped with a programmed regulator suitable for sample collection over a time period of 24 hours;
- C. Perform laboratory chemical analysis for VOCs in accordance with the requirements of USEPA Method Low-Level (LL) - NJDEP LL TO-15, plus TICs, and naphthalene at an NJDEP certified laboratory. Standard chain-of-custody procedures will be implemented to track the sample.

2- Soil Gas Sampling

CME will collect sub-slab soil gas samples within the slab on grade structure. To avoid the potential for cross-contamination, the soil gas sample will be collected upon conclusion of the indoor air sample (usually next day). Specifically, our scope of services will be to:

- A. Install 4 temporary sample points that will be utilized to collect the soil gas sample within the sampling area (basement or first floor slab). Each hole will measure approximately 3/8-inch in diameter will be advanced through the concrete slab, extending about 3 inches into the sub-slab soil. Following this, the top 1-inch of the hole will be over-drilled to a diameter of about 1



Mr. Leonard R. Lepore, PE
Municipal Engineer/Director of Public Works
Re: Department of Public Works at 25 Lakeside Avenue – Site Investigation

August 26, 2022
Page 7 of 10

inch. This will facilitate a good seal between the inert tubing that will be wrapped with a Teflon tape and the temporary sample point.

B. Connect the sub-slab soil gas sampling points to a “T” fitting. The “T” fitting will be equipped with valves to enable separate soil gas flow paths. A pump will be connected to one end of the “T” fitting and the other end will be connected to an evacuated stainless-steel canister, utilizing inert tubing.

C. Purge the sample train. A volume of air that is equal to 3 times the volume of the inert tubing will be drawn using a pump. The rate at which the sample train is purged will be monitored to ensure it does not exceed 200 mL/min.

D. Collect the soil gas samples utilizing laboratory certified 6-liter stainless steel canisters equipped with pre-set regulators. The regulators will be configured to sample at a draw rate of 200 mL/min (30 minutes sampling time).

E. Perform laboratory chemical analysis for VOCs in accordance with the requirements of USEPA Method Low-Level (LL) TO-15 at the NJDEP certified laboratory. Standard chain-of-custody procedures will be implemented to track the sample.

F. Perform field quality control procedures by utilizing tracers (e.g., iso-propanol, helium, butane, sulfur hexafluoride, or difluoroethane) to monitor for potential leaks in the sampling train.

G. Restore the site to the original condition by patching the hole with cement.

3- Background Contamination Investigation

CME will assess the impacts of background contaminant sources to the indoor air quality. Specifically, our scope of services will be to:

A. Collect one ambient (outdoor) air sample utilizing a six-liter stainless steel canister equipped with a programmed regulator suitable for sample collection over a time period of 24 hours. This sample will be collected to evaluate the influence of outside air on the indoor air quality.

B. Perform laboratory chemical analysis for VOCs in accordance with the requirements of USEPA Method Low-Level (LL) TO-15 at a NJDEP certified laboratory. Standard chain-of-custody procedures will be implemented to track the sample.



Mr. Leonard R. Lepore, PE
Municipal Engineer/Director of Public Works
Re: Department of Public Works at 25 Lakeside Avenue – Site Investigation

August 26, 2022
Page 8 of 10

TASK 5: REPORTING AND MANAGEMENT - DATA EVALUATION AND SITE INVESTIGATION REPORT

CME will prepare a Site Investigation Report (SIR) in accordance with the requirements at N.J.A.C. 7:26E-3.13 to document the investigation methods and findings. The report will present all information collected in the implementation of the above-outlined scope of work including a technical overview of the investigation with a description of sample collection and QA/QC methods, sample location plans, analytical results summary tables, and analytical laboratory reduced deliverables reports. Based on the findings of the investigations, recommendations will be provided for additional investigation and/or remedial action, if warranted.

Updated Receptor Evaluation, Site plan, Case Inventory Document, and other pertinent items as specified in the SIR Report submission requirements of the Technical Requirements for Site Remediation (N.J.A.C. 7:26E-3) will be prepared and submitted to NJDEP.

All analytical data will be evaluated and tabulated with comparison to the applicable remediation standards and screening criteria. Data Quality Assessment (DQA) and Data Usability Evaluation (DUE) forms will be completed for each sampling event and corresponding laboratory data set pursuant to NJDEP guidance documents. All field observations and logs will be compiled in an appropriate format.

PROPOSED BUDGET

The budget for completion of the proposed scope of work is **\$82,600** as indicated in the following table:

Task	Cost
Task 1- Geophysical Investigation	\$ 6,500
Task 2- Soil Borings and Temporary Wells Installation	\$ 44,550
Task 3- Dye Tracing Trench Drain at Interior of Storage and Repair Garage	\$ 3,050
Task 4- Vapor Intrusion Investigation	\$ 8,600
Task 5- Management - Data Evaluation and Site Investigation Report	\$ 19,900
Total	\$ 82,600



Mr. Leonard R. Lepore, PE
Municipal Engineer/Director of Public Works
Re: Department of Public Works at 25 Lakeside Avenue – Site Investigation

August 26, 2022
Page 9 of 10

The proposed budget includes approximately **\$45,000** for subcontractor's fee, including laboratory analysis, equipment cost, etc., and NJDEP fees. The budget contained in this proposal is the firm's best estimate of the effort required to carry out the project as outlined in the scope of work. However, the client will be billed for the actual effort expended to implement the Scope of Services in accordance with the attached billing rates for Environmental Engineering and LSRP services. In no event will the client be billed or work performed in excess of the proposal amount without client's prior approval.

ASSUMPTIONS AND LIMITATIONS

The scope of work is limited to the tasks outlined above. Based on the investigation findings, additional remediation activities may be required to comply with N.J.A.C. 7:26E and close the case. A separate cost proposal will be provided for any additional work.

SPECIAL CONDITIONS FOR LSRP SERVICES

- The enactment of the Site Remediation Reform Act (SRRA; N.J.S.A. 58:10C-1 et seq) on May 7, 2009, and the adoption of the Administrative Requirements for the Remediation of Contaminated Sites (ARRCS; N.J.A.C. 7:26C) on November 4, 2009 require that all new remediation cases follow the provisions of SRRA. A key requirement of these rules is that a Licensed Site Remediation Professional (LSRP) must oversee all new remediation cases.
- The ARRCS requires the person responsible for conducting a remediation to notify the NJDEP of any confirmed discharges of contaminants or condition of Immediate Environmental Concern ("IEC"). Please note that being an LSRP, as a State licensed professional, I will thus have the obligation to report any such conditions to the NJDEP without obtaining any prior approval from the client.
- LSRP will provide the required services in accordance with SRRA and has the obligation to submit, maintain and preserve the relevant documents.
- LSRP is not responsible for client's failure to disclose relevant information, perform SRRA obligations, fund remediation, and follow LSRP's recommended actions. Client's failure to perform these obligations may result in fines/penalties by the NJDEP.
- The issuance of RAO by LSRP is not a guarantee or warranty that the site is free of contamination, or that it will be accepted by the NJDEP.



Mr. Leonard R. Lepore, PE
Municipal Engineer/Director of Public Works
Re: Department of Public Works at 25 Lakeside Avenue – Site Investigation

August 26, 2022
Page 10 of 10

- NJDEP may audit the RAO within three (3) years after the date the LSRP filed the RAO with the NJDEP. LSRP is not responsible for additional requirements imposed by NJDEP after review/audit, except to the extent they arise out of LSRP's negligence.

We appreciate the opportunity to submit this proposal and assist the Township on this project. Should you have any questions, please do not hesitate to call me at 732-951-2101, extension 103.

Respectfully submitted,

CME Associates

Behram Turan, P.E., LSRP- Principal
Director of Environmental Services

Enclosure

cc: Michael McClelland, P.E., P.P. - Partner / CME Associates



MUNICIPAL ENGINEERING SERVICES
GENERAL CONDITIONS AND HOURLY RATE SCHEDULE TO JANUARY 1, 2023

Senior Project Manager	\$182.00 Per Hour
Project Manager	\$181.00 Per Hour
Project Leader	\$180.00 Per Hour
Professional Engineer	\$179.00 Per Hour
Senior Project Engineer.....	\$174.00 Per Hour
Project Engineer	\$153.00 Per Hour
Senior Design Engineer.....	\$140.00 Per Hour
Design Engineer	\$133.00 Per Hour
Drone Pilot.....	\$139.00 Per Hour
Senior Engineering Technician.....	\$125.00 Per Hour
Engineering Technician/Management Information Systems Technician.....	\$118.00 Per Hour
Drone Technician	\$ 77.00 Per Hour
Professional Land Surveyor	\$176.00 Per Hour
Land Surveyor	\$157.00 Per Hour
Robotic Total Station	\$ 77.00 Per Hour
Party Chief.....	\$133.00 Per Hour
Survey Technician	\$103.00 Per Hour
Resident Engineer	\$159.00 Per Hour
Chief Construction Engineer.....	\$150.00 Per Hour
Senior Construction Engineer.....	\$125.00 Per Hour
Construction Engineer.....	\$119.00 Per Hour
Chief Construction Technician.....	\$103.00 Per Hour
Senior Construction Technician.....	\$ 92.00 Per Hour
Construction Technician	\$ 86.00 Per Hour
Technical Assistant.....	\$ 99.00 Per Hour
Senior CAD Technician	\$131.00 Per Hour
Licensed Landscape Architect.....	\$177.00 Per Hour
Senior Landscape Designer	\$159.00 Per Hour
Certified Tree Expert	\$141.00 Per Hour
Landscape Designer.....	\$126.00 Per Hour
Director of Planning	\$182.00 Per Hour
Professional Planner	\$181.00 Per Hour
Project Planner	\$151.00 Per Hour
Planning Technician	\$129.00 Per Hour
Partner.....	\$185.00 Per Hour
Principal.....	\$184.00 Per Hour
Managing Partner/Administrative Partner.....	\$195.00 Per Hour

Environmental services will be billed in accordance with CME's Environmental Rate Schedule

Invoices - CME Associates (CME) will submit invoices to Client monthly and a final invoice upon completion of services. Payment is due upon presentation of invoice and is past due thirty days from invoice date. Client agrees to pay a finance charge of one and one-half percent per month, or the maximum rate allowed by law, on past due accounts. In the event that the invoice is not paid voluntarily and promptly, and must therefore be referred to an attorney or agency for collection, the Client agrees to pay a collection fee equal to the actual attorney or agency collection fee incurred by CME. Overtime rates are applicable after eight hours Monday through Friday, and all day Saturday and Sunday, and charged at one and one-half times the quoted rate. Holidays are charged at two times the quoted rate. Expenses incurred for reproduction, postage handling, photographs and for services including subconsultants equipment and facilities not furnished by CME are charged to the Client at cost plus fifteen percent. Automobile travel may be charged at the current rate per mile allowed by the Internal Revenue Service.

Standard of Care - Services performed by CME under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. NO OTHER WARRANTY, EXPRESSED OR IMPLIED, IS MADE.

Contaminated Material - It is understood that CME is not, and has no responsibility as a handler, generator, operator, treater or storer, transporter or disposer of hazardous or toxic substances found or identified at any site. Client shall undertake or arrange for, either directly or indirectly through other contractors, the handling, removal, treatment, storage, transportation and disposal of hazardous substances or constituents found or identified at any site.

Utilities - In the execution of the work, CME will take all reasonable precautions to avoid damage or injury to subterranean structures or utilities. The Client agrees to hold CME harmless for any damages to subterranean structures which are not called to CME's attention and/or not correctly shown on the plans furnished.





Right of Entry/Worksite - Client will provide for right of entry for CME personnel and equipment necessary to complete the work. While CME will take all reasonable precautions to minimize any damage to the property it is understood by Client that in the normal course of some damage may occur, the correction of which is not part of this agreement.

Client shall furnish or cause to be furnished to CME all documents and information known to Client that relate to the identity, location, quantity, nature or characteristics of any hazardous or toxic substances at, on or under the site. In addition, Client will furnish or cause to be furnished such other information on surface and subsurface site conditions required by CME for proper performance of its services. CME shall be entitled to rely on Client provided documents and information in performing the services required under this Agreement; however, CME assumes no responsibility or liability for their accuracy or completeness.

CME will not direct, supervise or control the work of contractors or their subcontractors. CME services will not include a review or evaluation of the contractor's (or subcontractor's) safety measures.

CME shall be responsible only for its activities and that of its employees on any site. Neither the professional activities nor the presence of CME or its employees or subcontractors on a site shall imply that CME controls the operations of others, nor shall this be construed to be an acceptance by CME of any responsibility for jobsite safety.

Indemnification - To the full extent permitted by law, Client shall indemnify, defend and hold harmless CME and its subcontractors, consultants, agents, officers, directors and employees (herein collectively referred to as Engineer) from and against all claims, damages, losses and expenses, whether direct, indirect or consequential, including but not limited to fees and charges of attorneys and court and arbitration costs, arising out of or resulting from the services of work of Engineer or any claims against Engineer arising from the acts, omissions of work of others, unless it is proven in a court of competent jurisdiction that the Engineer is guilty of negligence or willful misconduct in connection with the services and such negligence or willful misconduct was the sole cause of the damages, claims and liabilities.

Client agrees to indemnify and hold harmless Engineer from and against all claims, damages, losses and expenses, direct or indirect, and consequential damages, including but not limited to fees and charges of attorneys and court and arbitration costs, brought by any person or entity, or claims against Engineer which arise out of, are related to, or are based upon, the actual or threatened dispersal, discharge, escape, release or saturation or smoke, vapors, soot, fumes, acids, alkalis, toxic chemical, radioactive materials, liquids, gases or any other material, upon, in or into the surface or subsurface soil; water or watercourse; objects; or any tangible or intangible matter.

To the fullest extent permitted by law, such indemnification shall apply regardless of the fault, negligence, breach of warranty or contract or strict liability of Engineer. This indemnification shall not apply to claims, damages, losses or expenses which are determined by a court of competent jurisdiction to be the sole result of negligence or willful misconduct by the Engineer of obligations under this Agreement.

Limitations of Liability - CME'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, this Agreement from any cause or causes, including but not limited to CME's negligence, errors, omissions, strict liability, breach of contract or breach of warranty, shall not exceed the total contract amount for the services provided by CME or \$50,000, whichever is less.

In no event shall CME be liable for consequential damages, including, without limitation, loss of use or loss of profits, incurred by Client or their subsidiaries or successors, regardless of whether such claim is based upon alleged breach of contract, willful misconduct, or negligent act or omission.

Professional services rendered for a Client shall be provided for that Client. The Client is responsible for the proper operation and use of the subject facilities and/or report and nothing herein shall provide any rights to any third party. The Client, in authorizing CME to proceed, acknowledges that the professional responsibility is limited.

Termination - This Agreement may be terminated by either party upon fourteen (14) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, CME shall be paid for services performed to the termination notice date plus reasonable termination expenses.

In the event of termination, or suspension for more than three (3) months, prior to completion of all work contemplated by this Agreement, CME may complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to the date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs of CME in completing such analyses, records and reports.

Assigns - The Client may not delegate, assign, sublet or transfer his duties or interests in this Agreement without the written consent of CME.

This agreement shall not create any rights or benefits to parties other than the Client and CME, except such other rights as may be specifically called for herein.

