

February 13, 2023

Township of West Orange
c/o Trenk Isabel, Attorneys at Law
290 W. Mt. Pleasant Avenue
Livingston, New Jersey 07039
Attention: Mr. Richard Trenk, Esq.

60-23

Township of West Orange
66 Main Street
West Orange, New Jersey 07052
Attention: Mr. John Gross

Re: **PROPOSAL FOR ENVIRONMENTAL SERVICES
TOWNSHIP OF WEST ORANGE PROPERTY AT
750 EAGLE ROCK AVENUE AND LAUREL AVENUE
BLOCK 174, LOT 1
WEST ORANGE, NEW JERSEY 07052
MATRIX JOB NO. 21-640**

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 (Township) this proposal for environmental services associated with the resolution of the Notice of Violation (NOV) (NJDEP File No. PEA220001-0722-08-0001.4) issued to the Township of West Orange. Additionally, a scope of work has been included for the characterization of a soil stockpile at the West Orange Recycling Facility which was transported there from the West Orange Wooded Property (Site) located at 750 Eagle Rock Avenue and Laurel Avenue in West Orange, New Jersey.

SITE BACKGROUND

On October 11, 2022, the Township received a NOV issued by the New Jersey Department of Environmental Protection (NJDEP) for issues identified at the Site. The NJDEP completed compliance inspections at the Site on June 6, 2022 and August 10, 2022 and the following violations of the Freshwater Wetlands Protection Act (N.J.S.A. 13:9B-1 et seq.) and regulations (N.J.A.C. 7:7A-1 et seq.) were determined;

- The performance of unauthorized regulated activities within a freshwater wetland involving the unauthorized placement and stockpiling of vegetative debris within freshwater wetlands.
- The performance of unauthorized regulated activities within a freshwater wetland transition area involving the unauthorized placement and stockpiling of vegetative debris within freshwater wetland transition area.

A wetland restoration plan has been submitted to the NJDEP on behalf of Township by DeFeo Associates. The restoration plan shall include the following:

- Depiction of the restoration area limits at the Site;
- Identify and remove all unauthorized structures and/or fill material and re-establishment of pre-existing grades;
- Provide receiving location where any unauthorized fill material will be relocated to. The locations shall not be situated within other land use regulated areas without prior permit approval;
- Stabilization and re-vegetation measures for all restoration areas; and
- A schedule for the commencement and completion of the restoration work.

In December 2022, Matrix oversaw the removal of wood chips from a wetland area along an access road. During the removal of the wood chips other non-recycled material (i.e. soil, stone, clay, etc.) was identified within the stockpiled wood chips. Matrix oversaw the segregation the wood chips from the rest of the non-recycled material and the transportation of the wood chips and other non-recycled material to the West Orange Environmental Recycling Facility. The non-recycled material was stockpiled at the facility for future testing and disposal or re-use. Matrix is estimating that approximately 260 cubic yards of non-recycled material was stockpiled at the facility and approximately 380 cubic yards of wood chips were transported off-site for recycling. A total of seven loads of compost were transported to the wetland area and spread (2 to 3" thick) for seed preparation in the spring. The access road was restored with 2" stone.

The scope of work associated with this proposal is identified in detail below and will include the wetland remediation/restoration of the secondary area (approximately 0.39 acres) identified in the NOV, subsequent conversation with the NJDEP and DeFeo Associates on January 4, 2023 and the completion of the stockpiled soils characterization at the West Orange Environmental Facility.

SCOPE OF WORK

TASK 1: PROJECT MANAGEMENT

This task includes project management, subcontractor correspondence and coordination, and the anticipation of future conference calls and/or meetings with the project team (i.e. Township and DeFeo Associates).

TASK 2: WETLAND REMEDIATION

Matrix will schedule and oversee wetland remediation/restoration activities in the secondary area (approximately 0.39 acres of the clear-cut area near the tennis courts and access road) as detailed in the wetland restoration plan and subsequent conversation with the NJDEP and DeFeo Associates. The Site activities will include the following:

- Preparation of a wetland overlay map that includes the 50-foot wetlands buffer as a part of the area in need of remediation/restoration.
- The wetland remediation/restoration area will be marked out with a hand-held GPS equipment and pin flags prior to beginning excavation work. This will be completed with the current 2016 Bowman Survey which was provided by the Township.
- Once a Soil Erosion and Sediment Control (SESC) permit with the Hudson Essex Passaic Soil Conservation District (HEPSCD) is approved, SESC measures will be installed around work area. The SESC measures include standard black mesh silt fence and poly sheeting. Details regarding the SESC permit application process is below.
- Removal and stockpiling of fill material placed in the wetland remediation/restoration area.
- The wetland remediation/restoration area will be stabilized with compost pending seeding with wetland tolerant wildflower mix in the spring. The compost will be imported from the West Orange Environmental Recycling Facility.
- Seeding of the wetland remediation/restoration area with a wetland tolerant wildflower seed mix. Straw will be spread over top of the seeded area to protect seeds and help stabilize the area.
- Historically, trees were removed from the wetland remediation area, therefore, five trees will be replaced with wetland appropriate, native trees that have a caliper Diameter at Breast Height (DBH) of 3-4" with a spring planting prior to bud-break. The five trees will have bark protection in place to limit deer damage and slow-release watering bags for continued hydration. The initial fill of the water bags is included in the costs. Refilling of water bags as well as continued irrigation of the seeded areas is the responsibility of the Township.

In addition, Matrix will prepare SESC plans, details, notes, and application for submission to the HEPSCD due to the anticipated soil disturbance of over 5,000 square feet. Matrix will utilize client provided

surveys/site plans as the background for the preparation of the SESC plans. Stormwater management design is not anticipated to be required and has not been included in this scope.

Matrix recommends that a topographic survey be completed to depict the existing site conditions of the site due to the possibility of the HEPSCD requiring a recent site plan (the most recent plan is the Bowman 2016 Survey). Matrix will submit to HEPSCD using the readily available CAD or PDF background files and include approximations and notes of the existing conditions which varies from the background files for their review, comment, and approval. Additional HEPSCD review fees are not included in this proposal.

TASK 3: SOIL SAMPLING OF STOCKPILED SOILS

Matrix will collect soil samples from the previously stockpiled material located at the West Orange Environmental Recycling Facility to characterize this material for re-use or offsite disposal.

The NJDEP Fill Material Guidance for SRP Sites outlines requirements for sampling clean and alternate fill materials for re-use. Matrix estimates that there is approximately 260 cubic yards of material and will collect seven soil samples from the soil pile in a grid pattern for re-use, in accordance with the Guidance Document. The soil samples will be submitted to a New Jersey certified laboratory for analysis of extractable petroleum hydrocarbons, category 2 (EPH, Category 2), and target compound list/target analyte list plus a forward library search (TCL/TAL+30) with a contingent for hexavalent chromium and contingent SPLP analysis.

The analytical results will be compared to the following NJDEP Soil Remediation Standards, NJDEP Migration to Groundwater Pathway Soil Remediation Standards (MGWSRS), Non-Residential Ingestion-Dermal Exposure Pathway Soil Remediation Standards (NRIDSRS); Non-Residential Inhalation Exposure Pathway Soil Remediation Standards (NRISRS); Residential Ingestion-Dermal Exposure Pathway Soil Remediation Standards (RIDSRS); and the Residential Inhalation Exposure Pathway Soil Remediation Standards (RISRS). If the analytical results are above MGWSRS, they will be analyzed for contingent SPLP analysis to determine if there would be potential impacts to groundwater. If total chromium is over 20 mg/kg, hexavalent chromium will be analyzed. If impacts above any of the aforementioned NJDEP standards are identified, the soils cannot be considered clean and may not be able to be re-used on-site. Offsite disposal of soil not meeting the NJDEP Soil Remediation Standards may be necessary. Waste classification sampling and disposal costs, if necessary, are not included in the costs provided. All analysis will be run on a standard two-week TAT.

Upon receipt/evaluation of analytical results, Matrix will submit an email summary of the findings and recommendations to the Township of West Orange.

PROJECT COST AND SCHEDULE

Task 1: Project Management

Labor \$3,410

TASK 1 TOTAL ESTIMATED COSTS **\$3,410**

Task 2: Wetland Remediation/Restoration

Labor \$15,920

SESC Permit\$7,500

SESC Permit Direct Expenses (HEPSCD Fee)\$1,000

Direct Expenses (Travel, subcontractor, seeds, hay, trees)..... \$44,620

TASK 2 TOTAL ESTIMATED COSTS **\$69,040**

Task 3: Soil Sampling of Stockpiled soils

Labor	..\$3,980
Direct Expenses (Travel, Sampling Equipment, Laboratory Analysis).....	.. <u>\$8,440</u>
TASK 3 TOTAL ESTIMATED COSTS	\$12,420

Please note these costs do not include waste classification analytical needs or offsite disposal costs.

ESTIMATED COSTS TASK 1 THROUGH TASK 3 \$84,870

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 beyond the activities identified in the scope of work are included;
- All work will be completed during normal business hours;
- All work will be done in accordance with the approved Wetland Restoration Plan and SESC plan;
- No Traffic control is included for trucks coming on or leaving the site, nor is it expected to be needed;
- All site labor will be non-union, non-prevailing wage;
- Mud mats or other ground protection materials are not required;
- Private utilities that exist on private property must be clearly marked 4 days prior to work;
- Odor control and ventilation are not included or required;
- Air and dust monitoring is not included;
- One dumpster which will accommodate approximately 22 tons of waste is included in costs. Any additional waste requiring off-site disposal will incur additional costs;
- No post-excavation or other sampling is required in the wetland remediation/restoration area;
- No tree or stump removal is included;
- Matrix will utilize the 2016 Bowman Survey. New survey is not included in costs;
- Additional HEPSCD review fees not included;
- Sub-contractor costs will be marked up by 10%;
- No Licensed Site Remediation Professional (LSRP) oversight is included in this proposal
- Costs exclude any NJDEP inspections; and
- Costs do not include any additional NJDEP notification or reporting fees.

The work will be completed in accordance with the attached Terms and Conditions (Attachment 1) on a time and materials basis at the rates referenced on the attached fee schedule (Attachment 2). Matrix is prepared to begin work on this project immediately after receipt of notice to proceed. The return of a signed copy of this proposal shall constitute authorization to proceed.

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

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.

Susan McCartney*Name (please print)*

Mayor*Title (please print)*

Signature

Township of West Orange*Company Name (please print)*

973-325-4100*Phone Number*

Mayor@westorange.org*E-mail Address*

2.22.23*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 B
MATRIX STANDARD TERMS AND CONDITIONS

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

Section 1: SERVICES

Matrix New World Engineering, Land Surveying and Landscape Architecture, PC (Matrix) agrees to perform the professional services (the "Services") as described in the Proposal incorporated herein by reference for the CLIENT on a best efforts, time and materials basis, 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 C
MATRIX FEE SCHEDULE

2023 FEE SCHEDULE

TITLE	HOURLY RATE
Subject Matter Expert/Witness	\$300.00
Executive Engineer	\$275.00
Senior Technical Director	\$250.00
Senior Project Manager	\$225.00
Technical Director	\$210.00
Senior Technical Manager	\$200.00
Project Manager	\$190.00
Senior Project Professional	\$180.00
Project Professional	\$170.00
Senior Project Specialist	\$165.00
Project Specialist	\$160.00
Senior Technical Professional	\$150.00
One-Man Robotic Crew	\$140.00
Senior Technical Specialist	\$135.00
Technical Specialist	\$125.00
Senior Data/Field Specialist	\$115.00
Second Survey Crew Member	\$115.00
Data/Field Specialist	\$110.00
Senior Technical Assistant	\$100.00
Technical Assistant	\$95.00
Junior Technical Assistant	\$90.00
Junior Data/Field Technician	\$80.00
Data Entry Specialist	\$70.00

2023 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	\$1.50/sheet
Black & White Copy 24 x 36	\$3.00/sheet
Black & White Copy 30 x 42	\$4.50/sheet
Color Copy 8½ x 11	\$0.40/sheet
Color Copy 11 x 17	\$0.80/sheet
Color Copy 24 x 36	\$30.00/sheet
Color Copy 30 x 42	\$40.00/sheet
Mylar 24 x 36	\$30.00/sheet
Mylar 30 x 42	\$50.00/sheet
Robotic per diem	\$275.00
Scanner per diem	\$425.00
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.