

Via Email (zcarballo@westorange.org)

January 17, 2025

Ms. Zayibeth Carballo, PE, PLS, PP, CME, CFM, CFS, Municipal Engineer
Township of West Orange
25 Lakeside Avenue
West Orange, NJ 07052

**Re: PROPOSAL FOR ENVIRONMENTAL SERVICES –
LONG TERM MONITORING - VAPOR INTRUSION INVESTIGATION
TOWNSHIP OF WEST ORANGE DEPARTMENT OF PUBLIC WORKS (DPW)
25 LAKESIDE AVENUE
BLOCK 115, LOT 16
WEST ORANGE, NEW JERSEY
NJDEP SRP PI NO. 014423
MATRIX NO. P25-0037**

Dear Ms. Zayibeth Carballo:

Matrix New World Engineering, Land Surveying, and Landscape Architecture, P.C. (Matrix) is pleased to provide this proposal to complete long-term monitoring - vapor intrusion investigation activities and prepare a Vapor Intrusion Letter Report for submission to the New Jersey Department of Environmental Protection (NJDEP) for the Township of West Orange Department of Public Works (DPW) property, located at 25 Lakeside Avenue (Block 115, Lot 16) in the Township of West Orange (Township), New Jersey (Site).

The long-term monitoring - vapor intrusion activities will be completed in compliance with the NJDEP Technical Requirements for Site Remediation (TRSR), the Site Remediation Reform Act (SRRRA), the Administrative Requirements for the Remediation of Contaminated Sites (ARRCS), and the NJDEP's Vapor Intrusion Technical Guidance.

SCOPE OF WORK

The scope of services and associated fees are described below.

Task 1: Vapor Intrusion Investigation

An initial vapor intrusion (VI) investigation was completed in 2014, and the results were presented in the 2016 Remedial Investigation Report (RIR) prepared by T&M Associates. The sampling included the collection of four sub-slab soil gas (SSSG), two indoor air (IA), and one ambient air (AA) samples for EPA TO-15 analysis. The following exceedances were identified: 1,4-dichlorobenzene concentrations above the Non-Residential Indoor Air Screening Level (NRIASL) in two IA samples and trichloroethene (TCE) concentrations above the Non-Residential Soil Gas Screening Level (NRSGSL) in three SSSG samples. The concentration of TCE in sample SSAS-3 was elevated to nearly an order of magnitude (10x) greater than the current NRSGSL. Based on the 2014 VI investigation results, T&M Associates recommended a long-term monitoring program for the Site which included regular building inspections and sampling of the indoor air in years 4 and 6. There was no record of this sampling being completed.

A Preliminary Assessment was conducted as part of due diligence by Matrix in 2021 which identified additional areas of concern (AOCs) at the Site including the need for additional vapor intrusion evaluation in accordance with the May 2021 Vapor Intrusion Technical Guidance.

Therefore, during the heating season in 2023, Consulting & Municipal Engineers Associates (CME), completed an additional vapor intrusion investigation at the Site. The vapor intrusion investigation was performed to evaluate the potential impacts to indoor air quality due to groundwater impacts identified in monitoring well MW-10 at concentrations exceeding the NJDEP Vapor Intrusion Groundwater Screening Levels (VIGSL) and the presence of LNAPL in monitoring well, MW-9. During this sampling event, three IA samples, six SSSG samples, and one AA sample were collected from the Site. Based on the analytical results, benzene and ethylbenzene were identified in the IA samples above the indoor air remediation standards but below the rapid action levels and Occupational Safety and Health Administration (OSHA) Permissible Exposure Limit (PEL), the National Institute of Occupational Safety and Health (NIOSH) Recommended Exposure Limit (REL) and the American Conference of Governmental Industrial Hygienists (ACGIH) Threshold Limit Value (TLV). The benzene and ethylbenzene impacts identified in the IA samples were most likely associated with Site operations as these compounds were not identified in the SSSG samples. However, TCE was identified in the SSSG samples above the soil gas screening levels and the Residential Indoor Air Remediation Standards (RIARS) but below the Non-Residential Indoor Air Remediation Standards (NRIARS) and the OSHA and NIOSH standards identified above.

Based on results of previous investigations and as per the NJDEP Vapor Intrusion Technical guidance long-term monitoring for vapor intrusion is recommended. Matrix will coordinate the necessary access to conduct the vapor intrusion activities at the Site. The vapor intrusion investigation activities will include the collection of SSSG, IA, and AA samples from within and beneath the Site building. At least 24 hours prior to completing the SSSG and IA sampling, Matrix will complete a building walkthrough (Site inspection) and removal of any potential background sources. Matrix personnel will complete the NJDEP Indoor Air Building Survey and Sampling Form for the Site.

Based on the results of the 2023 vapor intrusion sampling activities and in accordance with the NJDEP May 2021 Vapor Intrusion Technical Guidance (Version 5.0), long term monitoring is required for the Site building. The May 2021 Vapor Intrusion Technical Guidance states that long term monitoring is required for a Site without a mitigation system installed as the appropriate mitigation action. The frequency of inspections and sampling events is based on the SSSG concentrations. Therefore, Matrix is recommending the completion of the following sampling plan for the 2025 heating season (Samples should be completed before March 31st).

1. Commercial – 25 Lakeside Avenue, West Orange, New Jersey (approximately 51,815 square feet)
 - a. eight sub slab soil gas samples (three in the office area and five in the garage area), four indoor air samples (three in the office area and only one in the garage area break room), and one ambient air sample. Please note that indoor air samples will not be collected in the garage portion of the Site with the exception of the break room as operations in the garage area use, handle, or store the same investigative contaminants of concern (COCs) as found in the soils and groundwater.

The IA/AA samples will be placed on hold and the SSSG samples will be analyzed for volatile organic compounds (VOCs) via USEPA TO-15 method. The IA/AA samples will be collected prior

to the SSSG samples. Each sample will be collected in a dedicated six-liter summa canister, placed at various locations throughout the buildings, with the AA canisters placed outside. The flow controller on the canister allows the air samples to be collected over a 24-hour period. At the conclusion of the 24-hour sampling event, Matrix will retrieve the IA and AA sample canisters and will prepare the SSSG samples.

The SSSG samples will be obtained from below the buildings' concrete slabs. Each SSSG sample will be collected from tubing inserted into a ½ inch diameter sample point. The annulus between the tubing and the temporary sample point will be sealed. Matrix will perform a leak test on the soil gas probe and all fittings of the sample train prior to sample collection in the laboratory supplied and calibrated 1-liter stainless steel canister with a flow controller. Following the collection of the SSSG samples, each drilled hole will be patched.

At the conclusion of the sampling event, all air samples (SSSG, IA, AA) will be transported to a NJDEP Certified laboratory under a proper chain of custody. The samples will be analyzed for VOCs utilizing EPA TO-15 method. The results of the SSSG samples will be compared to the NJDEP Non-Residential Soil Gas Screening Levels (NRSGSL) and NJDEP Residential Soil Gas Screening Levels (RSGSL) to determine if the potential for a VI pathway exists.

If the contaminants of concern are identified in the SSSG samples above the NJDEP RSGSL or NRSGSL, then the contingent IA/AA samples will be analyzed. The IA/AA samples will be compared to the NJDEP NRIARS, the NJDEP Non-Residential Rapid Action Levels (NRRAL), NJDEP RIARS, the NJDEP Residential Rapid Action Levels (RRAL), and OSHA and NIOSHA standards.

If during the inspection cracks in the floor are identified and depending on the 2025 sampling results, Matrix may recommend floor repair cracks resampling of indoor air. An additional proposal would be prepared for this work, if required.

Task 2: NJDEP Vapor Intrusion Preparation

Following receipt of the analytical results, Matrix will prepare the NJDEP required Full Laboratory Data Deliverable Form and Vapor Investigation Finding Letter for review by the Township and LSRP of record. Matrix will not submit the vapor intrusion submission to the NJDEP, West Orange Health Department, and the New Jersey Department of Health. Please note that Matrix will not be able to submit to the NJDEP on behalf of the Township without being retained as Licensed Site Remediation Professional (LSRP) of record. Therefore, the LSRP of record, Manal Baba of CME will have to review and submit the analytical results and findings letter to the NJDEP as it requires LSRP signature or Matrix will have to be retained as LSRP of record for at least AOC-22 – Vapor Intrusion or the entire Site. Please see task 3 below for more details.

The report will summarize investigation activities, results, findings, conclusions, and recommendations for the property. Please note that the Vapor Intrusion reporting is due to the NJDEP 30-days after final laboratory report is issued.

Task 3: LSRP Retention

In accordance with the SRRA, ARRCs, and the TRSR, Matrix will submit the LSRP Retention Form via the NJDEP Online Portal.

The VI investigation summarized above for the subject site is being driven by groundwater exceedances identified in monitoring well MW-10 which is an upgradient well, indicating VI

impacts on-site may be due to contaminants migrating on-site from an upgradient, off-site source. However, this does not rule out the potential that the impacts identified in groundwater samples collected from MW-10 are not due to operations associated with the DPW property. The source of the impacts identified in MW-10 are not clear at this time. The LSRP of record for the DPW will be required to submit the results of sampling and all required NJDEP reporting.

If Matrix is retained as LSRP of record for AOC-22 – Vapor Intrusion or entire Site, Matrix will submit the NJDEP Vapor Intrusion reporting that is required by the NJDEP within 30-days of final laboratory report is issued.

In addition, in accordance with the TRSR, the person responsible for conducting the remediation of a contaminated site is required to perform public notification and outreach. Matrix will post a Public Notification sign and submit a revised public notification form to the NJDEP.

In accordance with the NJDEP SRRA, the ARRCs, and the TRSR, the retained Matrix LSRP will oversee the investigation activities outlined above and if retained as the LSRP of record for the entire Site future remediation tasks as well.

This task includes project management, NJDEP correspondence and coordination, and the anticipation of future conference calls and/or meetings with the project team.

COSTS

The following are the estimated costs not to exceed for the tasks described herein to complete the vapor intrusion activities at the DPW Site. All work will be conducted in accordance with the attached standard terms and conditions and LSRP Special Provisions.

Task 1: Vapor Intrusion Investigations

Labor	\$	5,770.00
Direct Expenses.....	\$	8,610.00
Task 1 Total Estimated Costs		14,380.00

Task 2: Prepare NJDEP Vapor Intrusion Submission

Labor	\$	5,110.00
Direct Expenses.....	\$	250.00
Task 2 Total Estimated Costs		5,360.00

Task 3: LSRP Retention and PM

Labor	\$	1,760.00
Direct Expenses.....	\$	460.00
Task 3 Total Estimated Costs		2,220.00

ESTIMATED COSTS TASK 1 THROUGH TASK 3\$ 21,960.00

ASSUMPTIONS AND EXCLUSIONS

This proposal is based on the following assumptions:

- All field work will be completed in Level D personal protective equipment;
- All samples will be analyzed on a standard turnaround time basis, unless otherwise noted;
- All investigation derived waste will be disposed of as non-hazardous waste;
- No additional assessment or investigation activities or LSRP documents beyond the activities identified in the scope of work are included;

- All work will be completed during normal business hours;
- Costs exclude any NJDEP inspections;
- Costs do not include any additional NJDEP notification or reporting fees; and
- All external costs will be charged at cost plus 15%.

Separate authorization from the client will be requested prior to commencing services outside the scope of this proposal.

All out-of-pocket expenses including, but not limited to, application fees, laboratory testing costs, mylar copies, certified mailings, photographs, blueprints, and special deliveries are considered additional to the proposal items unless specifically noted within the scope of this proposal.

This proposal is submitted solely and exclusively for the use of the Township of West Orange for consideration of the professional services of Matrix. Disclosure of this proposal's content to any third party without prior written authorization from Matrix is expressly prohibited.

In addition to the specific items as listed herein, the client may be required to demonstrate compliance with certain permit and approval conditions as may be imposed by one or more of the regulatory agencies. These conditions may require revisions to the plans and/or preparation of additional supporting documentation. This proposal does not include these additional items unless specifically outlined within the scope of this proposal.

PAYMENT SCHEDULE

Payment shall be in accordance with the Charges, Billing, and Payment schedule outlined in the Terms and Conditions attached to this proposal unless prior written arrangements have been made with Matrix.

Please indicate your acceptance of this proposal by (1) signing in the space provided below, (2) signing the attached Terms and Conditions, and (3) signing the attached Special LSRP Provisions and returning one copy to our offices.

We thank you for the opportunity to be of service to you on this project. Matrix is prepared to implement the described Scope of Work upon receiving a signed copy of this letter. If you have any questions or require any additional information, do not hesitate to contact us at (973) 240-1800.

Sincerely,

Allison Molnar

Allison Molnar
Project Manager



Mark Sprengel, LSRP
Project Manager

Authorization to Proceed: _____
Name/Title

Date: _____

Attachments: Terms and Conditions
Special Provisions - LSRP

ATTACHMENT 1
TERMS AND CONDITIONS

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

Section 1: SERVICES

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

ATTACHMENT 2
SPECIAL PROVISIONS - LSRP

Special Provisions- Licensed Site Remediation Professional Services

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

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

- 1.1 The laws and regulations relating to the LSRP Program imposes upon LSRPs certain professional obligations owed to the public including, in some instances, a duty to disclose the existence of certain environmental contaminants to the NJDEP and/or other regulatory agencies.

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

- 1.5 The Client shall permit Matrix and its LSRP to rely upon work product prepared by any prior environmental consultant in order to allow Matrix and its LSRP to meet their obligations under this Agreement and the LSRP Program.
- 1.6 As part of the LSRP Program, the NJDEP may audit with or without cause, work product developed under the LSRP Program, respectively. If the NJDEP conducts such an audit, the LSRP responses to such requests for information and additional services not included in the current Scope of Services and that Matrix New World shall be compensated therefore on substantially the same basis as it is compensated for Services provided under this Agreement.