

March 5, 2025

Ms. Zayibeth Carballo & Mr. James Abbott
Township of West Orange
66 Main Street
West Orange, NJ 07052

103-25

**Re: PROPOSAL FOR HAZARDOUS MATERIALS SURVEY AND TESTING,
BUILDING MATERIALS ENVIRONMENTAL SAMPLING,
AND CONTRACT DOCUMENTS AND BID SUPPORT
THE FORMER BARTON PRESS BUILDING
55 LAKESIDE AVENUE
WEST ORANGE, NEW JERSEY
MATRIX NO. 21-1041**

Ms. Carballo & Mr. Abbott,

Matrix New World Engineering, Land Surveying and Landscape Architecture, PC (Matrix) is pleased to present the Township of West Orange (Client) this proposal to conduct a comprehensive regulated building material (RBM) investigation and sampling/testing program for asbestos-containing materials (ACMs) as well as "other" potentially hazardous materials and/or conditions, including universal, and/or regulated wastes within the areas that will be impacted as part of this demolition/redevelopment project. Costs are also included in this proposal to provide bid specifications and documents and bid assistance for the demolition of the Former Barton Press Site.

Finally, it is Matrix's understanding that the building materials (i.e., concrete, brick, cinder block) will be disposed of off-site as construction and demolition (C&D) waste. This disposal method will require sampling of the building materials per the disposal facilities requirements. Matrix has provided two options for the sampling of the building materials below, sampling pre-demolition for the potential to reuse on Site or disposal of the materials at a Class B recycling facility and waste classification sampling for C&D disposal. Matrix supplies costs for each disposal route below.

SCOPE OF WORK

Based upon the information provided, it is understood that the former two-story, 160,100 square foot Barton Press Building located at 55 Lakeside Avenue, New Jersey (Site) is proposed for demolition. The proposed RBM work will be completed in accordance with all applicable Federal, State, and local requirements. Matrix will perform the work consistent with the Site Remediation Reform Act (SRRA), N.J.S.A. 58:10C-1 et seq., the Administrative Requirements for the Remediation of Contaminated Sites (ARRCS), N.J.A.C. 7:26C, Technical Requirements for Site Remediation (TRSR), N.J.A.C. 7:26E, New Jersey Department of Environmental Protection (NJDEP), NJDEP Fill Material Guidance for SRP Sites (October 2021, Version 4.0), NJDEP Field Sampling Procedures Manual, and any other applicable NJDEP Guidance Documents.

Matrix proposes to conduct the following activities summarized below.

TASK 1 – ABESTOS-CONTAINING MATERIAL BUILDING SURVEY

Asbestos-Containing Material Survey

As part of the Hazardous Building Materials Survey, Matrix will complete a comprehensive asbestos survey of the site structure(s). The asbestos sampling program will be performed by the Environmental Protection Agency (EPA)/Asbestos Hazard Emergency Response Act (AHERA) accredited Asbestos Inspectors. Prior to the survey, Matrix will review readily available previous asbestos survey reports, as-built drawings, and other available construction documents for the property. Because the structure is planned for demolition, a more detailed survey, including intrusive sampling, will be required and compared to a building survey for a limited renovation project. This may include drilling through floors, structural slabs, exterior walls, and foundation

walls to access materials typically not inspected during limited surveys for renovation projects. All roofing systems will be cored for sampling and repaired with roofing cement and fiberglass fabric. Please be advised that this process will void any existing roof warranties and will be conducted only with the permission of the Client. It is assumed that the roof is accessible and in safe condition to perform sampling. If it is deemed by Matrix's field personnel that the roof is unsafe for sampling, roofing materials may be assumed ACM until further safety precautions (i.e., an ariel lift for access and to allow for safe fall protection procedures) can be provided.

The asbestos survey will include the collection of bulk asbestos samples of suspect ACM within accessible areas that may have the potential for impact during demolition activities. All samples will be analyzed for asbestos content using polarized light microscopy (PLM). Non-friable organically bound (NOB) materials that are determined to contain less than one percent asbestos through PLM analysis, such as caulks, glazing, mastics, roofing materials, and roof flashing, will be analyzed for asbestos content using transmission electron microscopy (TEM). All samples will be analyzed by an independent laboratory certified by the American Industrial Hygiene Association (AIHA) and the National Voluntary Laboratory Accreditation Program (NVLAP). Based on our understanding of the proposed scope of work (demolition) and only upon receiving authorization from the Client, a limited amount of destructive sampling will occur during our survey. Suspect material observed or presumed to exist within inaccessible areas will be documented, characterized (if applicable), quantified and assumed to contain asbestos. For the purposes of this proposal, a maximum of 130 PLM (friable), 160 PLM-NOB (non-friable) and 160 TEM samples will be collected for analysis utilizing a 1-week turnaround time. If additional sample analysis is required, we will require written authorization, or the material will be assumed to contain asbestos.

Other Hazardous Materials

In addition to the asbestos survey, the existing buildings and affected areas of the site will be investigated to determine if equipment, transformers, or light fixture ballasts contain PCBs. This will be accomplished by reading equipment tags and contacting manufacturers for information on their construction. Many transformers and fixtures are clearly identified whether they contain polychlorinated biphenyls (PCBs) either directly or based on the product serial number or model number. In addition to PCB containing equipment, other hazardous materials such as mercury-containing equipment, fluorescent light bulbs, refrigerants, and other stored hazardous materials will be surveyed. An inventory of PCBs and other hazardous materials will be prepared based on the findings of the investigation. It is assumed that painted building materials will be assumed lead-containing, and all construction/demolition activities will follow all OSHA guidelines as well as other lead safe work practices to be outlined in the project specifications.

TASK 2 – ABESTOS-CONTAINING MATERIALS SURVEY FINDINGS SUMMARY

The results of the Hazardous Building Materials Survey will be summarized in a Hazardous Building Materials Survey Report. This report will discuss the survey methodologies, the sampling locations and results, and will identify hazardous materials detected in the building structures and affected areas of the site. The report will summarize all work accomplished, and will include (i) all laboratory data, (ii) sketch plans identifying the location of all samples obtained, (iii) summary tables identifying all analytical results, including, but not limited to, detection and friability levels of all ACM/non-ACM, and inventory of other hazardous materials.

TASK 3 – HAZARDOUS MATERIALS CONSTRUCTION DOCUMENTS

Matrix will provide a certified Asbestos Project Designer to review the findings presented within each Matrix Hazardous Building Materials Survey Report and provide on-site verification and delineation for the ACMs identified; including multi-layered flooring systems and thermal system pipe insulation located within wall and ceiling cavities.

Matrix will prepare the required specifications and bid sheets for necessary asbestos abatement associated with the anticipated structure demolition activities. The construction documents will include specifications in Construction Specifications Institute (CSI) format. Construction documents will include requirements for asbestos abatement (removal), waste management, and additional health and safety procedures in accordance with New Jersey Department of Labor (NJDOLE) and Occupational Safety and Health Administration (OSHA) requirements. Our costs assume the submission of abatement documents at the 100%

Issue for Bid/Permit Phase only. Design drawings will not be included as apart of Matrix's construction documents.

TASK 4 – CHARACTERIZATION OF BUILDING MATERIALS (I.E. CONCRETE AND CINDER BLOCK)

It is Matrix's understanding that the building materials (i.e., concrete, brick, and cinder block) will be disposed of off-site as C&D waste. If this disposal method (C&D waste) is selected, then the sampling associated with Option 1 below will be required. If the Township/redeveloper determines that they would like to re-use the materials on-site as sub-base under asphalt paved areas or dispose of the material at a Class B recycling facility, then the sampling associated with Option 2 below, will be required. If Option 2 is the preferred disposal option, then the building material sampling is recommended to be completed in-situ (prior to building demolition) by the NJDEP, however this option does not guarantee the material can be re-used on Site. The qualification for on-site reuse will depend on the analytical results of the building materials. Costs for both options are summarized below.

OPTION 1

If Option 1 is selected, Matrix will collect the concrete samples for disposal after the building is demolished. Matrix will collect up to eight (8) 5-point composite building material (concrete and cinder block) samples (one composite sample per every 1,000 cubic yards [CYs]) for waste characterization purposes, as required for off-site disposal. Please note the total number of proposed samples is based on an estimation of the cinder block present in the interior portion of the building (as it has not been measured due to mold in that portion of the building) and the area of concrete slab that is 12-inches thick. Samples will be submitted to a New Jersey certified laboratory and analyzed for Extractable petroleum hydrocarbons category 2 (EPH Category 2), target compound list/target analyte list plus a forward library search (TCL/TAL+30), full toxicity characteristic leaching procedure (TCLP), TCLP beryllium, Resource Conservation and Recovery Act (RCRA) characteristics, paint filter, and contingent hexavalent chromium analysis. Volatile organic compounds (VOCs) will be collected as a discrete grab sample and not a composite sample. If total chromium is over 20 milligrams per kilogram (mg/kg), hexavalent chromium will be run. The samples will be analyzed on a standard 14-day turnaround. Upon receipt/evaluation of analytical results, Matrix will submit the required documentation to the receiving facility in order to have the material approved for transportation and disposal.

OPTION 2

Based on previous site and remedial investigation activities, the structure measures approximately 580 feet by 320 feet with a floor thickness of 6-inches. During prior interior drilling activities, one area in the central portion of the building near the bay door had a floor thickness of approximately 12-inches (approximately 40 ft by 40 ft area). The interior of the building in the office area and between the office area and the warehouse area consists of cinder block. Exterior portions of the building consisting of cinder block include the bay doors only. The remainder of the building exterior consists solely of corrugated metal. The amount of cinder block in the interior portion of the building has been estimated for this proposal.

As part of this scope, Matrix proposes the collection of approximately 20 building material samples. Fifteen (15) concrete chip samples are proposed to be collected from the building slab. From the interior building walls and loading dock wall, Matrix proposes to collect up to five (5) cinder block samples. The total number of samples collected from each building material type is based on measurements and/or estimations (interior cinder block and area of the slab that is 12-inches thick was estimated) collected by Matrix to determine the approximate volume of each material present in the existing building. All samples will be discrete surficial samples not to exceed 1-inch in depth and will be biased to any evidence of impacts (i.e., staining). The samples will be field screened for VOCs using a photoionization detector (PID) and all field observations will be documented in a field book. Based on historic soil and concrete analytical results, the concrete chip samples will be submitted to a New Jersey certified laboratory for TCL/TAL+30 and EPH category 2 analysis. Contingent hexavalent chromium will be collected and run if total chromium exceeds 20 mg/kg. In addition, sufficient sample volume will be collected in order to run contingent synthetic precipitation leaching procedure (SPLP) analysis should concentrations exceed the NJDEP migration to groundwater exposure pathway soil remediation standard (MGWSRS), in an attempt to establish a site-specific migration to groundwater exposure

pathway soil remediation standard. All samples will be submitted on a standard turnaround time. The analytical data package for all samples will be a NJDEP Reduced Deliverables package. The sampling is expected to be completed in two days.

All analytical results for concrete will be compared to the NJDEP MGWSRS, the 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).

TASK 5 – CONCRETE LETTER REPORT

Upon completion of the concrete sampling activities, Matrix will summarize the concrete data in table format and the results will be compared to the NJDEP's soil remediation standards. The letter report will include a site plan depicting the sample locations, analytical summary tables, figures with analytical results summary, and preliminary recommendations. Matrix can also provide an associated cost estimate and estimated timeline for beneficial reuse evaluation or disposal of the concrete, at additional cost.

TASK 6 – CONTRACT DOCUMENTS AND BID SUPPORT

Matrix will complete a site inspection and prepare project specifications for the building removal. Matrix will coordinate with all utility companies, as required, regarding the shutoff of the existing utilities.

It is anticipated that local Soil Conservation District approval will be required for this project. Matrix will prepare the application forms and plans for certification as part of this task; however, this proposal does not include any application fees. The project specifications will include information on soil erosion requirements. The final site will include topsoil and seed restoration.

The specifications will be prepared in accordance with the public bidding format. Once specifications are complete Matrix will coordinate with the Township and provide assistance throughout the bidding process. This will include the advertisement of the bid, response to all bidder questions and the review of the bids, and preparation of a recommendation of award to the Township.

TASK 7 – PROJECT MANAGEMENT

This task includes project management and in anticipation of future conference calls and/or meetings with the project team. As a part of this task, the Matrix LSRP will oversee the activities outlined above.

COSTS

All work will be completed in accordance with our terms and conditions (attached). **It is proposed that this work will be performed on a time & material not-to-exceed (T&M NTE) basis.** The following are our estimated costs for the tasks described herein.

Task 1 –Field Sampling, Documentation and Analysis

Labor	\$16,900.00
Expenses (Analytical, Travel, Equipment, Etc.)	<u>\$10,955.00</u>
Total Estimated Cost for Task 1	\$27,855.00

Task 2 – Survey Findings Summary

Labor	\$5,760.00
Total Estimated Cost for Task 2	\$5,760.00

Task 3 – Hazardous Materials Construction Documents

Labor	\$5,940.00
Total Estimated Cost for Task 3	\$5,940.00

Task 4 –Concrete Sampling

Option 1

Labor	\$8,720.00
Expenses (Analytical, Travel, Equipment, Etc.)	\$18,260.00

Total Estimated Cost for Task 4 (Option 1) \$26,980.00

Option 2

Labor	\$8,720.00
Expenses (Analytical, Travel, Equipment, Etc.)	\$27,780.00

Total Estimated Cost for Task 4 (Option 2) \$36,500.00

Task 5 – Concrete Letter Report

Labor	\$7,660.00
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Total Estimated Cost for Task 5 \$7,660.00

Task 6 – Contract Documents and Bid Support

Labor	\$16,000.00
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Total Estimated Cost for Task 6 \$16,000.00

Task 7 – Project Management

Labor	\$5,000.00
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Total Estimated Cost for Task 7 \$5,000.00

TOTAL ESTIMATED COST FOR SCOPE OF WORK Option 1 \$95,195.00

TOTAL ESTIMATED COST FOR SCOPE OF WORK Option 2 \$104,715.00

Assumptions

Based on the current understanding of the proposed project, Matrix has made the following assumptions.

- Field work will be subject to the acceptable hours of the facilities.
- As the building is in poor condition and scheduled for demolition, Matrix will make limited or no repairs to sampling locations unless it creates a safety hazard.
- Matrix may make assumptions regarding materials that are deemed unsafe for destructive sampling which includes but may not be limited to live electrical equipment, flange gaskets to active pipes and areas not safely accessible (i.e., significantly damaged roof areas).
- Matrix does not anticipate the need for ariel lifts or entering permit required confined spaces.
- It is estimated that the asbestos survey will take 4 certified Matrix employees 3 field days to complete the field work. The Hazardous Building Materials Survey will take approximately 3-4 weeks to produce once the investigation is complete.
- This proposal does not include testing for lead-containing paint, polychlorinated biphenyl (PCB) containing caulk/sealants, mold, or other potentially hazardous building materials.
- This proposal does not include a fee for design phase services, onsite project oversight or air sampling analysis services. Matrix can provide a fee for these services, if requested.
- Costs do not include the investigation or samples of any other AOCs.
- Costs associated with samples that are analyzed will be charged. Samples that are placed on hold and not analyzed will not be billed to client.
- Costs do not include additional sampling or oversight activities other than those outlined in this proposal.
- Costs do not include future investigations or remediation.
- All work will be conducted under our standard terms and conditions.
- All external costs will be charged at cost plus 15%.

- There will be no project delays due to access restrictions.
- Additional samples will be charged at a rate of \$500/sample (excluding hexavalent chromium analysis).
- Access will be provided by others.
- All sampling activities can be completed in two to five days.
- No physical obstructions such as equipment or debris will block access to sample locations.
- All field work will be completed in Level D personal protective equipment and a half-faced respirator due to mold in the interior portion of the building.
- All samples will be analyzed on a standard turnaround time basis.
- All work will be completed during normal business hours.

CLOSING

All out-of-pocket expenses including, but not limited to, application fees, laboratory testing costs, certified mailings, photographs, 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 previously transmitted Terms and Conditions unless prior written arrangements have been made with Matrix.

Please indicate your acceptance of this proposal by signing in the space provided below and returning one copy to this office. Acceptance of this proposal signifies the clients' understanding that Matrix will not be retained or asked to perform any services unless funding is secured and is available to pay all invoices within 30 days. Receipt of the signed proposal shall be considered authorization to proceed with all items described within this agreement. Any items not intended to be authorized shall be clearly and specifically noted as such within the client's signed and returned proposal.

We thank you for the opportunity and look forward to assisting you on this project. Matrix is prepared to implement the enclosed scope of work upon receiving your authorization to proceed. If you have any questions, please feel free to contact us at (973) 240-1800 or via email at amolnar@mnwe.com.

Sincerely,



Matthew Sheldon
Project Manager



Allison Molnar
Project Manager



Mark Sprengel, LSRP
Project Manager

Receipt of this signed proposal is acknowledgement that its terms and conditions are accepted.

By: _____
(Printed Name)

(Signature)

Date: _____

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.

2025 PERSONNEL RATES

TITLE	HOURLY RATE
Expert Professional	\$350.00
Managing Director III	\$320.00
Managing Director II	\$300.00
Technical Director III	\$300.00
Managing Director I	\$280.00
Technical Director II	\$280.00
Technical Director I	\$260.00
Project Manager IV	\$245.00
Senior Professional IV	\$245.00
Project Manager III	\$230.00
Senior Professional III	\$230.00
Project Manager II	\$215.00
Senior Professional II	\$215.00
Project Manager I	\$195.00
Senior Professional I	\$195.00
Project Professional IV	\$185.00
Technical Specialist VIII	\$185.00
Project Professional III	\$175.00
Technical Specialist VII	\$175.00
Project Professional II	\$165.00
Technical Specialist VI	\$160.00
Project Professional I	\$155.00
Technical Specialist V	\$150.00
Staff Professional IV	\$145.00
Staff Professional III	\$135.00
Technical Specialist IV	\$135.00
Technical Specialist III	\$125.00
Staff Professional II	\$120.00
Technical Specialist II	\$115.00
Staff Professional I	\$110.00
Technical Specialist I	\$105.00
Administrative Support II	\$80.00
Administrative Support I	\$70.00

REIMBURSABLE EXPENSES

ITEM	FEE
Black & White Copy 8½ x 11 to 18 x 24	\$0.25/sheet
Black & White Copy 24 x 36 to 30 x 42	\$3.25/sheet
Color Copy 8½ x 11 to 11 x 17	\$0.50/sheet
Color Copy 24 x 36 to 30 x 42	\$35.00/sheet
Mylar 24 x 36	\$40.00/sheet
Mylar 30 x 42	\$60.00/sheet
Robotic per diem	\$350.00
Scanner per diem	\$475.00
Subconsultants	115% of cost
Out-of-pocket expenses	115% of cost
Mileage expenses	Federal rates