

Exhibit “A”



PHILIP D. MURPHY
Governor

SHEILA Y. OLIVER
Lt. Governor

State of New Jersey
Department of Environmental Protection
Site Remediation and Waste Management Program
Office of Brownfield & Community Revitalization
Mail Code 401-05k
PO Box 420
Trenton, New Jersey 08625
<http://www.nj.gov/dep/srp/>

CATHERINE R. McCABE
Acting Commissioner

December 10, 2019

Mr. John K. Sayers, Business Administrator
Township of West Orange
66 Main Street
West Orange, NJ 07052

**RE: Hazardous Discharge Site Remediation Fund (HDSRF) Application
Brownfield Development Area Grant Recommendation - Remedial Investigation**

Applicant: Township of West Orange
Site Name: Selecto Flash Inc
Address: 18 Central Avenue
West Orange/ Essex County 07052
Block: 9; Lot: 36
NJDEP PI#: 027054
HDSRF Coordinator: John Doyon

Dear Mr. Sayers:

The New Jersey Department of Environmental Protection (Department) has completed a review of the Hazardous Discharge Site Remediation Fund (HDSRF) application received November 7, 2019 for supplemental remedial investigation activities at the Selecto Flash Inc site (site). The Selecto Flash site is part of Central Valley Brownfield Development Area (BDA).

Based on a review of the application and other documents, the Department has recommended that the NJEDA obligate funds in the amount of **\$44,718.00**, which represents the proposed costs to perform supplemental remedial investigation activities at the site.

The Department's recommendation for the award of a grant from the HDSRF, and its determination that certain remediation costs are eligible for grant funding, is subject to the review and approval of the NJEDA, which, if in agreement with the Department's recommendation, will forward the recommendation to its Board for consideration. Any award by the NJEDA's Board is subject to a ten-day gubernatorial veto period and the appropriation of

money to the Fund in an amount adequate to pay the grant. Any grant awarded from the HDSRF is to cover remediation costs for the calendar year covered by the application. An applicant seeking a grant to cover remediation costs for subsequent calendar years must re-apply to the HDSRF. There is no guarantee of any funding in this year or future years.

Once you have completed the remedial investigation activities, please submit the invoices of the activities indicated within the approved scope of work/cost estimate the NJDEP Grant Coordinator (John Doyon) at the address in the above header. If you have any questions, please contact John Doyon at 609-633-0713 or at john.doyon@dep.nj.gov.

Sincerely,



William J. Lindner, Brownfield Manager
Office of Brownfields Reuse

cc Tony Findley, OBCR
DEPFile

Exhibit “B”

Matrix New World Engineering, Land Surveying and
Landscape Architecture, P.C.
26 Columbia Turnpike
Florham Park, NJ 07932
973.240.1800 Fax 973.240.1818
www.matrixnewworld.com WBE/DBE/SBE

MATRIXNEWORLD
Engineering Progress

Via Email and US Mail

January 6, 2020

Township of West Orange
66 Main Street
West Orange, New Jersey 07052
Attn: John K. Sayers, Business Administrator

**Re: HAZARDOUS DISCHARGE SITE REMEDIATION FUND (HDSRF)
PROPOSAL FOR SUPPLEMENTAL ACTIVITIES TO COMPLETE REMEDIAL INVESTIGATION
SELECTO FLASH INC. (FORMER)
REMEDIAL INVESTIGATION
18 CENTRAL AVENUE
BLOCK 9, LOT 36
WEST ORANGE, ESSEX COUNTY, NEW JERSEY 07052
NJDEP PI NO. 027054
MATRIX NO. 17-296**

TOWNSHIP OF WEST ORANGE
2020 JAN -8 PM 1:53

Dear Mr. Sayers:

Matrix New World Engineering, Land Surveying and Landscape Architecture, P.C. (Matrix) is pleased to submit this proposal for environmental services to complete the Remedial Investigation (RI) and prepare the Remedial Action Workplan (RAWP) at the Selecto Flash property located at 18 Central Avenue, West Orange, New Jersey (Block 9, Lot 36). Specifically, this proposal outlines the activities included in the Application for a Supplemental Hazardous Discharge Site Remediation Fund (HDSRF), submitted to the New Jersey Department of Environmental Protection (NJDEP) on October 31, 2019, and referred to the New Jersey Economic Development Authority (NJEDA) on December 10, 2019.

BACKGROUND

In June 2018 an application for a HDSRF Grant to complete the RI for the Selecto Flash Site was submitted to NJDEP. The total of this HDSRF RI Grant was \$129,176.80. While implementing the RI Scope of Work (SOW) in 2019, a number of monitoring wells were found to be damaged, requiring replacement. At the suggestion of NJDEP OBR, Matrix submitted a request on September 30, 2019, for the reallocation of a portion of the original RI HDSRF funding to allow for the immediate rehabilitation of the monitoring wells. The cost for the rehabilitation of the monitoring wells is estimated at \$20,854.

The tasks that were removed from the original RI SOW to allow for the well rehabilitation include the completion of the RIR and Remedial Action Workplan (RAWP) and were the subject of the October 31, 2019 Application for a Supplemental HDSRF Grant. This application also included costs for one additional well repair, two well abandonments, one additional day of soil sampling, vapor intrusion sampling, and one additional round of groundwater sampling. The total requested in the application was \$44,718.00.

SCOPE OF WORK AND COST ESTIMATE

The scope of work included with the October 2019 HDSRF Application is included as Attachment A. The Cost Estimate included with the HDSRF Application is included as Attachment B.

CLOSING

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 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. Results of the post excavation/delineation soil samples may require additional work, which will be provided under separate proposal.

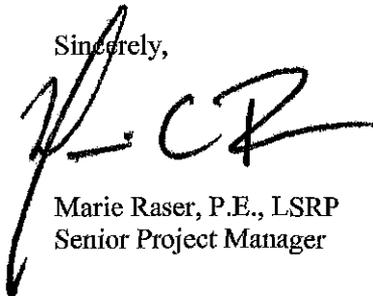
PAYMENT SCHEDULE

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 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 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,



Marie Raser, P.E., LSRP
Senior Project Manager

Authorization to Proceed: _____ Date: _____
Name/Title

Copy to: Richard Trenk, Esq., McManimon, Scotland, Baumann, LLC
Mark Moon, Esq., McManimon, Scotland, Baumann, LLC
Mr. Leonard Lepore, Municipal Engineer, Township of West Orange

ATTACHMENTS

- A** Supplemental RI and RAWP Scope of Work, October 31, 2019
- B** Itemized Cost Estimate - RI/RAWP Supplemental Request, October 31, 2019
- C** Terms and Conditions

ATTACHMENTS A
Supplemental RI and RAWP Scope of Work, October 31, 2019

Part I Section H – Work Proposal
Supplemental Remedial Investigation and Remedial Action Workplan Scope of Work
Selecto Flash, Inc.
18 Central Avenue
Block 9, Lot 36
West Orange, Essex County, New Jersey
NJDEP PI No. 027054
October 2019

1.0 INTRODUCTION

The following Supplemental Remedial Investigation and Remedial Action Workplan Scope of Work (SOW) has been prepared on behalf of the Township of West Orange as part of the request for a Brownfield Development Area (BDA) grant from the New Jersey Department of Environmental Protection's (NJDEP) Hazardous Discharge Site Remediation Fund (HDSRF). Funding is being requested for the completion of Supplemental Remedial Investigations (RI) and the preparation of a Remedial Action Workplan (RAWP) for the Township-owned property, Former Selecto Flash, Inc. Site (Site) located at 18 Central Avenue in West Orange, Essex County, New Jersey. The approximately 1.33-acre Site is part of the Central Valley (Orange West) BDA and is located in a mixed industrial, commercial, and residential area of the Township of West Orange.

In June 2018 an application for a NJDEP HDSRF Grant to complete the RI for the Site was submitted to the NJDEP. The total of this HDSRF RI Grant was \$129,176.80. In February, March, and April of 2019, the following tasks from the original SOW were completed:

- The completion of a membrane interface probe (MIP) investigation and the collection of soil samples to delineate the horizontal and vertical extent of chlorinated volatile organic compound (CVOCs) impacted soils;
- The installation and sampling of five shallow overburden monitoring wells and three vertical delineation (deep) monitoring wells; and
- The completion of Soil Precipitation Leaching Procedure (SPLP) analyses on a number of soil samples in order to attempt to develop a Site-Specific Impact to Groundwater Soil remediation Standard (SS-IGWSRS) for trichloroethene (TCE), cis-1,2-dichloroethene (cis-1,2-DCE), and tetrachloroethene (PCE) in accordance with NJDEP's Guidance (V.3.1, November 2013) (SPLP Guidance).

In September 2019, additional soil samples were collected to complete the CVOC delineation. These samples are currently being evaluated and, based on preliminary results, additional horizontal delineation soil samples maybe needed as part of the Supplemental RI Scope of Work.

When Site monitoring wells were sampled in March of 2019, some of the original monitoring wells (installed in in 1987) were not accessible to the use of the Site as a lay-down yard for the neighboring construction Site. In July and August 2019, an effort was again made to locate the original monitoring wells, to determine their condition and if they would need to be reinstalled or rehabilitated. All monitoring wells were ultimately found with the assistance of a metal detector, GPS, and an excavator, however, MW-1, MW-3, and MW-5 were damaged beyond repair. In addition, monitoring well, MW-8 (which was installed in 2019) was also found to be damaged beyond repair during the September 2019 soil sampling event. As monitoring wells MW-1 and MW-3 are "source area monitoring wells" for the Site, it was important to reinstall these monitoring wells in order to complete the groundwater investigation. Monitoring wells, MW-5 and MW-8 are perimeter monitoring wells and are necessary to provide information regarding migration to and from the Site. As the monies allocated for the monitoring well installation and repair had been expended earlier in 2019, Matrix submitted a September 30, 2019,

request for a reallocation of HDSRF funds for the immediate rehabilitation of the original monitoring wells, MW-1, MW-3, and MW-5, and new monitoring well, MW-8.

The tasks that were removed from the original RI SOW to allow for the well rehabilitation include the completion of the RIR and Remedial Action Workplan (RAWP), the completion of vapor intrusion sampling, and the disposal of Investigation Derived Waste (IDW). These tasks have been added to the SOW for this Supplemental HDSRF Grant. In addition, the Supplemental HDSRF Scope of Work includes the costs for two additional monitoring well repairs, the abandonment of three monitoring wells, two additional days of soil sampling, and one additional round of groundwater sampling. The total requested in the Application for a Supplemental HDSRF Grant is \$44,718.00. See Part I Section I – Cost Estimate for costs.

This SOW has been developed in compliance with the requirements of 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, the Technical Requirements for Site Remediation (TRSR), N.J.A.C. 7:26E, and applicable NJDEP Guidance Documents. Oversight of investigation activities will be conducted by a Matrix Licensed Site Remediation Professional (LSRP).

The completed RIR and RAW will present a plan for the remediation and redevelopment of the subject Site.

2.0 TECHNICAL APPROACH

The Township of West Orange acquired the property at 18 Central Avenue (Block 9; Lot 36) in West Orange, New Jersey through foreclosure in April 2016. The Site is identified by the NJDEP as PI No. 027054 (Selecto Flash, Inc.) with Case Tracking No. 95-10-18-1521-31. The former buildings at the Site were demolished in the fall of 2017. A Preliminary Assessment (PA) and Site Investigation (SI) were previously completed at the Site to evaluate the environmental conditions. The PA Report for the Site was submitted to the NJDEP on February 23, 2018 and the SI Report on March 2, 2018. Environmental investigations completed at the Site during a review of historical investigations, the SI, and RI activities to date (original RI HDSRF Grant) have identified the presence of contaminants, including CVOCs, semi-volatile organic compounds (SVOCs), and metals in soil at concentrations exceeding the NJDEP's Residential or Non-Residential Direct Contact Soil Remediation Standards (RDCSR or NRDCSR), the Default Impact to Groundwater Soil Screening Levels (IGWSSL), and/or the SS-IGWSRS. Furthermore, select VOCs, specifically CVOCs, and SVOCs were detected in groundwater at concentrations above the Groundwater Quality Standards (GWQS).

The implementation of the original 2018 HDSRF Grant RI SOW and this Supplemental RI SOW will result in:

- The horizontal and vertical extent of soil and groundwater impacts;
- Development of a Site Specific Impact to Groundwater Soil Remediation Standard (SS-IGWSRS) for CVOCs in Site soils;
- The characterization of any vapor intrusion impacts in or beneath nearby structures; and
- The completion of a RIR and RAWP for the subject Site, outlining appropriate cleanup strategies for soils, groundwater, and vapor intrusion.

Remedial Investigation (RI) activities conducted on-Site between January 2019 and October 2019 achieved horizontal delineation of CVOC exceedances of RDCSR and NRDCSR in all directions. In addition, vertical delineation of the impacted soils has been achieved above the saturated zone. Initial

efforts to use SPLP results to develop a SS-IGWSRS for TCE were unsuccessful and site specific soil characterization data will be required in order to use the SESOIL model to assess the Impact to Groundwater pathway. Repairs to older wells and groundwater sampling in 2019 has provided additional information regarding the comingled plumes in the area. Based on the results of the 2019 groundwater sampling, Vapor Intrusion (VI) sampling is required at occupied structures within 100 feet of CVOC contamination above NJDEP Vapor Intrusion Groundwater Screening Levels (GWSL). Currently, Selecto Flash wells MW-1R, MW-2, and MW-3R contain exceedances of the VI GWSL for TCE or vinyl chloride. If the Selecto Flash property boundary is used to determine the 100 foot radius, there are currently three homes that are within 100 feet

The Supplemental HDSRF Funds will be used to:

- Complete additional soil sampling to determine the horizontal extent of the impacted soils at the Site;
- Complete additional soil sampling to determine site specific soil characteristics for use in the SESOIL model;
- Complete an additional round of groundwater sampling, totaling three groundwater sampling rounds with the RI activities;
- Complete required VI sampling at three homes (only one home was included in the original RI SOW);
- Dispose of Investigation Derived Waste (IDW); and
- Prepare a Remedial Investigation Report and a Remedial Action Workplan.

Soil Investigation

Based on soil sampling activities at the Site to date, VOCs including CVOCs were identified at concentrations above the NJDEP RDCSRS, NRDCSRS, IGWSSL, and/or SS-IGWSRS. September 2019 soil sampling was successful in delineating much of the Site to DIGWSSL, and/or SS-IGWSRS. Additional soils sampling and analysis will allow Matrix to complete the horizontal delineation of CVOC impacted soil. Soil sampling will also be completed for site specific soil characteristics for use in the SESOIL model.

The supplemental soil investigation will include the collection of up to 8 soil samples in one mobilization of a direct push rig. Soil cores will be collected in five-foot intervals with dedicated acetate sleeves. Prior to initiating the RI activities, New Jersey One Call will be notified. Upon retrieval of soil cores, subsurface materials will be visually inspected, screened with a photo-ionization detector (PID) [MiniRae parts per billion (ppb) meter] for organic vapors and logged for material content and lithology. The soil borings will be advanced to approximately 10 to 15 feet below grade surface (ft bgs). The samples will be analyzed for Target Compound List (TCL) VOCs+15.

Three samples will be collected at varying depths and be submitted for sieve with hydrometer analysis.

Groundwater Investigation

Based on groundwater sampling activities at the Site to date, PCE and TCE were identified at concentrations above the NJDEP GWQS. An additional round of groundwater sampling and analysis will allow for better development of the Conceptual Site Model and the position and magnitude of the subject Site groundwater plume in relation to the various comingled CVOC plumes associated with the Site and the Orange Valley Groundwater Superfund Site. This data will help determine whether what the most applicable remedial action will be for the groundwater contamination.

The groundwater investigation will include the gauging of all on-site monitoring wells (MW-1R, MW-2, MW-3R, MW-4, MW-4D, MW-5R, MW-7, and MW-8R) and off-site monitoring wells (MW-6, MW-9, MW-9D, MW-10, MW-11, and MW-11D). One additional round of groundwater samples will be collected from the on-site and off-site monitoring wells via low flow sampling technique. During purging, field measurements including depth to groundwater, dissolved oxygen content, turbidity, pH, temperature, conductivity, and ORP will be collected for all monitoring wells. The groundwater samples will be analyzed for TCL VOCs+15. For QA/QC purposes, one duplicate sample and up to three field blanks will be collected and analyzed for TCL VOCs+15. One trip blank sample will be collected for TCL VOCs+15 analysis, per groundwater sampling event.

In addition, the repair of up one shallow overburden monitoring well and abandonment of up to three monitoring wells (damaged monitoring wells) are budgeted. The cost estimates also include the management and disposal of the soil cuttings and well development water for all the monitoring wells installed on the Site. The disposal of non-hazardous investigative derived waste (IDW), up to 22, 55-gallon drums, is included in this cost estimate. Following the installation of any additional monitoring wells, the wells will be surveyed.

Vapor Intrusion

This estimate includes funds for the VI investigation of three properties that are within 100 feet of the Selecto Flash Site. Based on discussions with the LSRP for the adjacent Biddelman, Inc. Property (SRP PI No. G000006148), Mr. Joseph T. Jacobsen, a VI investigation was completed for several of the homes surrounding the Biddleman Site, and Matrix will be obtaining copies of this documentation from NJDEP. However, We do not anticipate that there will be overlap between the Biddelman VI investigation and the proposed Selecto Flash VI investigation. The original RI SOW included the collection of three samples only. There are currently three homes located within the 100 foot trigger distance from the exceedances to the VI GWSL at Selecto Flash and a total of nine samples is anticipated. These samples will be analyzed for TO-15 (NJDEP-SRP Low Level USEPA TO-15 Method). In addition, a vapor intrusion evaluation and report will be completed, which includes NJDEP Full Data Deliverables Form.

Remedial Investigation Report and Remedial Action Workplan

The results will be reported as part of the Remedial Investigation Report (RIR). The report will be prepared in accordance with N.J.A.C. 7:26E-4.8. The RIR will discuss the results of the sampling and will include the following:

- Results of all analyses, copies of laboratory data sheets and conversion of the laboratory deliverable to the required electronic data deliverables pursuant to N.J.A.C. 7:26E-2.1;
- A summary table of analytical methods and quality assurance indicators pursuant to N.J.A.C. 7:26E-2.2;
- Sample summary tables of all analyses, including sample location, media, sample depth and field and lab identification numbers pursuant to N.J.A.C. 7:26E-3.13(c)3. The summary tables will identify contaminant concentrations exceeding the applicable remediation standards, samples with elevated reporting limits (RLs) exceeding their applicable remediation standard will be identified and explained, and the remaining requirements pursuant to N.J.A.C. 7:26E-3.13(c)3 will be met;
- Field data from each sampling point, including field instrument readings for each sample will be generated and presented in the Summary Report;
- Figures will be prepared indicating the results of all sampling events. Figures will identify contaminant exceedances above their respective remedial standard by contaminant and depth;

- A Quality Assurance Project Plan (QAPP) prepared pursuant to N.J.A.C. 7:26E-2.2; and
- Submit a completed case inventory document worksheet and other NJDEP required forms.

Following the completion of the RI, and evaluation of a remedial options, Matrix will prepare a Remedial Action Workplan (RAWP) for approval to the NJDEP pursuant to N.J.A.C. 7:26E-5.5. The purpose of the RAWP will select a remedial action(s) that will prevent further expose of any receptor to residual contamination and include a presumptive remedy consistent with Table 5-1 *Presumptive Remedies for Soil Contamination at Schools, Child Care Centers and Residences*. The remedial action for the historic fill material underlain at the Site with soil concentrations exceeding both residential and non-residential direct contact soil remediation standards will include filing a Deed Notice pursuant to N.J.A.C. 7:26C-7.2.

ATTACHMENT B
Itemized Cost Estimate - RI/RAWP Supplemental Request, October 31, 2019

Itemized Cost Estimate - RI/RAWP Supplemental Request - October 2019

Selecto Flash, Inc. (Block 9, Lot 36) - PI No. 027054

West Orange, Essex County, New Jersey

Matrix New World Engineering

 New Jersey Department of Environmental Protection Site Remediation Program HDSRF APPLICATION - COST ESTIMATE - PART I SECTION I - PROPOSED RI/RAWP SUPPLEMENTAL REQUEST - OCTOBER 2019				
Activity	Rate	Unit	Quantity	Supplemental HDSRF Grant Application
Task No.1 - REMEDIAL INVESTIGATION				
Task No. 1A - MIP Survey/Direct Push/Hollow Stem Auger Drilling				
Well Abandonment (Up to three wells)	\$690.00	well	3	\$2,070.00
Task No.1A -Geoprobe/Drilling				\$2,070.00
Task No. 1C - IDW Disposal				
ID27 TCLP/RCRA	\$1,265.00	per sample	2	\$2,530.00
Transportation	\$633.00	per event	2	\$1,266.00
Disposal	\$113.00	Drums	22	\$2,486.00
Task No. 1C - IDW Disposal				\$6,282.00
Task No. 1D - Off-Site Vapor Intrusion (If required)				
Full Data Deliverable	\$271.00	per event	3	\$813.00
VO+TICs, naphthalene (TO-15) - soil gas	\$271.00	per sample	9	\$2,439.00
VO+TICs, naphthalene (TO-15) - IA	\$271.00	per sample	9	\$2,439.00
Task No. 1D - Vapor Intrusion				\$5,691.00
Task No. 1E - Consulting/Engineering Costs				
VI Building Survey & Indoor Air & Soil Gas Sampling (One Off-Site Property, One Event)	\$100.00	hour	16	\$1,600.00
VI Site Access Letters	\$250.00	event	3	\$750.00
Data Validation	\$400.00	event	3	\$1,200.00
EDDs	\$20.00	CD	6	\$120.00
VI Evaluation & Reporting	\$125.00	hour	31	\$3,920.00
Task No. 1E - Consulting/Engineering Costs				\$7,590.00
Task No. 1G - Supplemental Soil and Groundwater Sampling 2019				
Field Activities	\$85.00	per Hour	32	\$2,720.00
LSRP Oversight	\$158.00	per Hour	8	\$1,264.00
Soil Borings	\$2,400.00	per day	1	\$2,400.00
TCL VOCs+15	\$90.00	per sample	8	\$720.00
Encores for TCL VOC+15	\$35.00	per sample	8	\$280.00
TCL VOC+15 - GW - trip blank	\$90.00	per sample	1	\$90.00
Sieve with Hydrometer	\$110.00	per sample	3	\$330.00
VOCs - 14 wells, 1 dup, 3 FB - 1 Round	\$90.00	per sample	15	\$1,350.00
MW installation and repair (unconsolidated)	\$2,875.00	each well	1	\$2,875.00
Well Abandonment (three additional wells)	\$690.00	well	2	\$1,380.00
Mob/Demob	\$250.00	each	2	\$500.00
Disposal	\$113.00	Drums	10	\$1,130.00
Field Equipment	\$250.00	per day	4	\$1,000.00
Task No. 1G - Consulting/Engineering Costs				\$16,039.00
RI SUBTOTAL				\$37,672.00
Task No. 2 - REMEDIAL ACTION WORKPLAN				
Task No. 2 - Consulting/Engineering Costs				
Report Preparation	\$100.00	hour	40	\$4,000.00
CADD	\$78.00	hour	16	\$1,223.00
LSRP	\$158.00	hour	6	\$948.00
Project Management	\$125.00	hour	7	\$875.00
Task No. 2- RAWP				\$7,046.00
RAWP SUBTOTAL				\$7,046.00
RI/RAWP SUBTOTAL				\$44,718.00

ATTACHMENT C
Terms and Conditions

MATRIXNEWORLD

Engineering Progress

Matrix New World Engineering, Land Surveying and Landscape Architecture, PC

TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

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 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 a range, Matrix shall provide CLIENT with an exact cost as soon as it can be estimated.

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.

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

Section 4: INVOICE PROCEDURE AND PAYMENT

Matrix will submit a final bill upon completion of the Services. Payment is due thirty (30) days from invoice date or upon closing, whichever is last to occur. CLIENT will be liable for all court costs, disbursements, 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 in connection with the specific project shall be 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

Matrix will conduct the research that in our professional opinion is necessary to locate utility lines and other man-made objects that may exist beneath the sites surface. The CLIENT recognizes that Matrix's research may not identify all subsurface utility lines and man-made objects. Matrix will take reasonable precautions to avoid damage or injury to any subsurface utilities or structures. The CLIENT agrees to hold Matrix harmless and the CLIENT agrees to pay for damages to underground utilities or structures which are not called to Matrix's attention or correctly shown on plans furnished by the CLIENT or third parties.

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 work 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 encourages 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 work.

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 of 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.

The CLIENT recognizes that subsurface conditions may vary from those encountered at the location where, and at the time when, borings, sampling, or testing are performed by Matrix and that the data provided by Matrix are based solely on the information available to Matrix. The CLIENT agrees to 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 10: INDEPENDENT CONTRACTOR

Matrix shall be an independent contractor in performing the Services and shall not act as an agent or 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 protected by: 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. Matrix shall provide insurance certificates illustrating the coverage herein defined to the Board prior to commencing work at the site.

Within the limits of said insurance, Matrix agrees to save the CLIENT harmless from and against loss, damage, injury or liability arising from negligent acts or omissions of Matrix, its subcontractors, and their respective employees and agents acting in the course and scope of this project. Matrix shall not be responsible for any loss, damage, or liability arising from any acts by the CLIENT, its agents, staff, and other consultants and subcontractors employed by the Client.

Section 13: INDEMNITY

A. Matrix

Matrix agrees to indemnify and hold harmless CLIENT from and against any and all losses, damages, liabilities, and expenses (including, but not limited to, legal fees and costs of investigation) to the extent resulting or arising out of negligence or willful misconduct of Matrix or 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, and not caused in whole or in part by any acts or omissions of the CLIENT, a third party, or anyone directly or indirectly employed by the CLIENT.

B. CLIENT

The CLIENT, agrees to indemnify and hold harmless Matrix from and against any and all losses, damages, liabilities, and expenses (including, but not limited to, legal fees and costs of investigation) to the extent resulting or arising out of negligence or willful misconduct of the CLIENT, or anyone directly or indirectly employed by the CLIENT, or 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, or sub-contractors 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 of parent or affiliate of Matrix, or any of their respective officers, directors, shareholders, partners, principals, members, managers, beneficiaries, employees 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. 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, negligence (in whole or in part), strict liability or breach of contract of Matrix. The remedies provided in the Agreement are exclusive, except that the CLIENT shall in addition have the right to obtain specific performance and all other injunctive relief that may be available. Matrix disclaims, and the CLIENT waives, any implied warranties of merchantability or fitness for a particular purpose with respect to any equipment or other personal property procured by Matrix and provided to the CLIENT as part of any Services.

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 shall not assign the Agreement in whole or part except that Matrix may use the services of 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

The Agreement shall not create any rights or benefits to parties other than the CLIENT and Matrix, except such other rights as may be specifically called herein.

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 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 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 effect 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

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 contract breach or contract breach or any other claims related to the Agreement.

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.

Acceptance of Proposal; (please return this page only):

I accept all terms and conditions set forth and grant Matrix New World Engineering, Inc. authorization to proceed.

Name

Date

Signature

Purchase Order No. (if required)