

RESOLUTION NO. 2020-16

RESOLUTION AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICE AGREEMENT WITH MARATHON ENGINEERING & ENVIRONMENTAL SERVICES, INC., SWEDESBORO, NJ FOR ENVIRONMENTAL INVESTIGATION AT THE VINELAND DEVELOPMENTAL CENTER, WEST CAMPUS.

WHEREAS, the City of Vineland is in the process of performing due diligence in the acquisition of certain property owned by State of New Jersey, commonly known as Vineland Developmental Center, West Campus (Property), which the City intends upon its use for industrial purposes; and

WHEREAS, Marathon Engineering & Environmental Services, Inc., Swedesboro, NJ, applied and received an HDSRF Grant from the New Jersey Economic Development Authority for the benefit of Vineland, specifically for environmental studies for the Property; and

WHEREAS, in order to determine the feasibility of the acquisition of the Property and ultimate cleanup of any environmental issues, it is necessary to retain a professional engineering and environmental firm to perform the necessary assessment; and

WHEREAS, Marathon Engineering & Environmental Services, Inc, has submitted a proposal to perform site investigations for the Property in an amount not exceeding \$121,986.45, a copy which is attached hereto and made a part hereof; and

WHEREAS, the funding for said investigation is available by and through the HDSRF Grant, No. P#45808 as certified by the CFO; and

WHEREAS, Marathon has completed and submitted a Business Entity Disclosure Certification for Non-Fair and Open contract which certifies that the firm has not made any reportable contributions to a political or candidate committee in the City of Vineland in the previous one year and that the contract will prohibit Marathon from making any reportable contributions through the term of the contract or its extension to a political or candidate committee in the City of Vineland; and

WHEREAS, the Director of Economic Development has recommended the City award a Professional Service Contract to Marathon as a non-fair and open agreement; and

WHEREAS, the Local Public Contract Law (N.J.S.A. 40A:11-1, et seq.) requires that the Resolution authorizing the award of contract for Professional Services without competitive bidding and the contract itself must be available for public inspection.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Vineland as follows:

1. That the Mayor and Clerk are hereby authorized and directed to execute a Non-Fair and Open Agreement pursuant to N.J.S.A. 19:44A-20.5 with Marathon Engineering and Environmental Services, Inc, Swedesboro, NJ for professional engineering and environmental service in accordance with the proposal attached hereto and made a part hereof at a cost not to exceed \$121,986.45.

CITY OF VINELAND, NJ

2. That this Professional Services Agreement is awarded without competitive bidding in accordance with N.J.S.A. 40A:11-5(1)(a) of the Local Public Contracts Law because said services to be rendered or preformed require knowledge of an advanced type in a field of learning academic instruction or apprenticeship and training.
3. That the Business Disclosure Entity Certification, the Political Contribution Disclosure Form be placed on file with the Resolution.
4. That a notice of this action shall be printed once in the Daily Journal.

Adopted:

President of Council

ATTEST:

City Clerk

**REQUEST FOR RESOLUTION FOR CONTRACT AWARDS
UNDER 40A:11-5 EXCEPTIONS
(PROFESSIONAL SERVICES, EUS, SOFTWARE MAINTENANCE, ETC)**



1-5-20

(DATE)

1. Service (detailed description): Environmental Investigation for Vineland
Developmental Center - West Campus

2. Amount to be Awarded: \$ 121,986.45

- Encumber Total Award
 Encumber by Supplemental Release

3. Amount Budgeted: \$ 121,987

4. Budgeted: By Ordinance No. _____
Or Grant: Title & Year HDSRF Grant P#45808

5. **Account Number to be Charged: _____

6. Contract Period: 1-1-20 to 12-31-20

7. Date To Be Awarded: 1-14-20

8. Recommended Vendor and Address: Marathon Engineering & Env. Services, Inc.
553 Beckett Rd, St. 608, Swedesboro, NJ 08085

9. Justification for Vendor Recommendation: (attach additional information for Council review)
Marathon Engineering applied and received a HDSRF grant to NJEDA for this
project for the benefit of Vineland. They prepared the budget which was
approved by NJDEP and NJEDA.

- Non-Fair & Open (Pay-to-Play documents required)
 Fair & Open: How was RFP advertised? _____

10. Evaluation Performed by: Sandy Forosisky

11. Approved by: Bob Dickenson

12. Attachments:

- Awarding Proposal
 Other: Pay to Play forms

- **Send copies to:**
Purchasing Division
Business Administration

**** If more than one account #, provide break down**



MARATHON

Engineering & Environmental Services

WWW.MARATHONCONSULTANTS.COM

May 23, 2018

PRO #18-121

Sandy Forosisky, Director of Economic Development

City of Vineland

640 E. Wood Street

P.O. Box 1508

Vineland, New Jersey 08332

**RE: Proposal for Site Investigation Activities & PA/SI/RI HDSRF Grant Application
Former NJDHS Vineland Development Center – West Campus
Block 2101, Lot 53
860 N. Orchard Road
City of Vineland, Cumberland County, New Jersey**

Dear Sandy:

Marathon Engineering & Environmental Services, Inc. (Marathon) has prepared this proposal to complete supplemental preliminary assessment (PA) and site investigation (SI) activities at the former New Jersey Department of Human Services (NJDHS) Vineland Development Center – West Campus located at 860 N. Orchard Road, Block 2101, Lot 53, City of Vineland, Cumberland County, New Jersey (the Subject Property). Site maps are provided as **Attachment A**.

SITE OVERVIEW

The Subject Property encompasses approximately 67.69 ± acres, with 990 foot (ft) frontage along Almond Road and 1385-ft frontage along N. Orchard Road. The Subject Property was acquired by the State of New Jersey through a series of deeds dating from May 1923 through August 1930. Prior to the acquisition by the State of New Jersey, the Subject Property was operated as an undivided portion of a greater agricultural area that extended to the north, east, and west. Development of the Subject Property as the Vineland Development Center (VDC) began sometime prior to 1931. The Subject Property is improved with the following 17 structures:

Building ID	Description	Date of Construction
Cottage A	6,8000-sq ft masonry structure with dormer roof and basement	Prior to 1931
Cottage B	6,8000-sq ft masonry structure with dormer roof and basement	Prior to 1931
TLC Annex / Sewing Center	3,000-sq ft masonry structure	Prior to 1931
Carpentry Shop	500-sq ft frame structure	Prior to 1931
Boiler House	4,000-sq ft masonry structure with partial basement	Prior to 1931
Plumbing Shop	1,600-sq ft masonry structure	Prior to 1940
Cottage C	10,000-sq ft masonry structure	Prior to 1951

553 BECKETT ROAD ▲ SUITE 608 ▲ SWEDSBORO ▲ NEW JERSEY 08085

TEL. (856) 241-9705 ▲ FAX (856) 241-9709

Building ID	Description	Date of Construction
Cottage D	10,000-sq ft masonry structure	Prior to 1951
Cottage E	16,000-sq ft masonry structure	Prior to 1962
Cottage F	16,000-sq ft masonry structure	Prior to 1962
Cottage G	16,000-sq ft masonry structure	Prior to 1962
Cottage H	12,000-sq ft masonry structure	Prior to 1962
Cottage I	12,000-sq ft masonry structure	Prior to 1974
Cottage K	12,000-sq ft masonry structure	Prior to 1974
Cottage J	12,000-sq ft masonry structure	Prior to 1974
Pool/ Pool House	In-ground pool / Masonry structure	Prior to 1962 and 1974, respectively
Learning Center*	50,000-sq ft masonry structure	Prior to 1981

sq ft – square foot

The northwestern portion of the Subject Property has been unimproved wooded land from prior to 1931 to the present. The operation of the VDC at the Subject Property ceased in 2013. With the exception of the Learning Center building (currently operated by as a private educational facility), the Subject Property has been dormant since 2013.

The Subject Property has been identified by the City of Vineland for economic redevelopment as an industrial park. Pursuant to City of Vineland Resolution No. 2018-155, the City of Vineland has been offered to purchase the Subject Property for the nominal cost of \$1.00. The City of Vineland has confirmed its continued interest in the acquisition of the Subject Property for future development of industrial land, subject to and conditioned upon the final environmental assessment of the cost of remediation for development. In addition, pursuant to City of Vineland Resolution No. 6110 and Ordinance No 2015-15, the Subject Property has been re-zoned from R-3 to I-1 Industrial.

ENVIRONMENTAL OVERVIEW

A 2017 Preliminary Assessment (PA) report prepared for the Subject Property by T&M Associates, West Long Branch, New Jersey (T&M) identified multiple areas of concern (AOCs) at the Subject Property. Marathon has reviewed T&M's 2017 PA report and identified additional AOCs. 15 categories of AOCs with a combine total of 50 discrete AOCs have been identified. Below is a comprehensive summary of AOCs identified at the Subject Property to date:

AOC-1A: 10,000-Gallon Fuel Oil AST (Boiler House)

AOC-1A is an out-of-service, painted steel, cradle-mounted 10,000-gallon capacity AST located within a fenced enclosure to the exterior south of the Boiler House. The AST was formerly utilized to store heating fuel oil for the boilers located within the Boiler House. The AST is situated atop a concrete pad surrounded with grass surface with no secondary containment structure. Supply and return piping is routed below ground from the AST approximately 30 feet to the fuel oil pump and heater located at the interior of the Boiler House.

Soil and groundwater site investigation activities are warranted to evaluate subsurface conditions associated with the below grade supply and return piping routed from AOC-1A: 10,000-Gallon Fuel Oil AST to the fuel oil pump and heater (located within the Boiler House). No soil or groundwater site investigation activities are warranted to evaluate the above grade features of this AOC.

AOC-1B: 5,000-Gallon Diesel Motor Fuel AST (Boiler House)

AOC-1B is an out-of-service, painted steel, cradle-mounted 5,000-gallon capacity AST utilized to store diesel motor fuel oil for the Boiler House emergency electrical generator is located at the exterior fenced enclosure at the north side of the Boiler House. The AST is situated atop a concrete pad surrounded with grass surface with no secondary containment structure. Supply and return piping is routed from the AST above ground approximately 18-feet to the generator at the interior of the Boiler House.

No soil or groundwater investigation is warranted to evaluate AOC-1B: 5,000-Gallon Diesel Motor Fuel AST and associated aboveground piping, as the system is; position over a paved (concrete) surface; the concrete surface is intact and no visual indication of spillage or evidence of a discharge has been reported.

**AOC-2A: Tank #0001 (Tank ID 124515) - Former 20,000-Gallon #6 Heating Oil UST
Tank #0002 (Tank ID 124516) - Former 20,000-Gallon #6 Heating Oil UST**

AOC-2A is associated with two (2) former 20,000-gallon #6 Heating Oil USTs that were located to the southwest of the Boiler House, in the vicinity of the current 10,000-Gallon Fuel Oil AST (AOC-1A). The USTs were reportedly installed in 1972 and removed in 1999 under Closure No. N98-3032. NJDEP SRP Case # 99-08-12-1015-06 was assigned to the Subject Property based on the report of soil contamination during UST Closure activities. No closure reports or final remediation documents associated with the closure activities of the two (2) former 20,000-Gallon #6 Heating Oil USTs have been obtained for review.

A supplemental PA investigation is warranted to identify and review closure documentation. Based on the T&M's report that no documentation was available, a soil and groundwater investigation will likely be necessary and has been proposed.

AOC-2B: Tank #0003 (Tank ID 124517) - Former 8,000-Gallon Medium Diesel Fuel UST

AOC-2B is associated with one (1) former 8,000-Gallon Medium Diesel Fuel UST that is depicted on NJDHS Engineering Department plans as being located to the north of the Boiler House. The UST was reported installed in 1961 and reportedly removed in 2011 under Closure No. N10-7398. No closure reports or final remediation documents associated with the closure activities of the one (1) 8,000-Gallon Medium Diesel Fuel UST have been obtained for review.

A supplemental PA investigation is warranted to identify and review closure documentation. Based on the T&M's report that no documentation was available, a soil and groundwater investigation will likely be necessary and has been proposed.

AOC-2C: Tank #0004 (Tank ID 4) – Former 4,000-Gallon Unleaded Gasoline UST

AOC-2C is associated with one (1) 4,000-Gallon Unleaded Gasoline UST. The location of AOC-2C is unknown. The 4,000-Gallon UST was reportedly installed in 1987 and removed in 1999 under Closure No. N98-3032. No closure reports or final remediation documents associated with the closure activities of the one (1) 4,000-Gallon Unleaded Gasoline UST have been obtained for review.

While it is known that PI #014149 is shared with the NJDHS East Campus located at 1676 E Landis Avenue, Vineland, NJ, the location of this UST is unknown, and no closure reports or final remediation documents associated with this UST were obtained by T&M for review. A supplemental PA investigation is warranted to identify the location and status of this UST.

AOC-2D: Tank #0007 (Tank ID 7 - Former 4,000-Gallon Unleaded Gasoline UST)

AOC-2D is associated with one (1) 4,000-Gallon Unleaded Gasoline UST. The location of AOC-2D is unknown. The 4,000-Gallon UST was reportedly installed in 1992 and is listed as 'in-use' on NJDEP registration database.

While it is known that PI #014149 is shared with the NJDHS East Campus located at 1676 E Landis Avenue, Vineland, NJ, the location of this UST is unknown.

A supplemental PA investigation is warranted to identify the location and status of this UST.

AOC-2E: Tank 5 (Tank ID 5 – Former 1,000-Gallon Medium Diesel Fuel (No.2-D) UST)

AOC-2E is associated with one (1) 1,000-Gallon Medium Diesel Fuel (No. 2-D) UST. The location of AOC-2E is unknown. The 1,000-Gallon UST was reportedly installed in 1987 and removed in 1999 under Closure No. N98-3032.

While it is known that PI #014149 is shared with the NJDHS East Campus located at 1676 E Landis Avenue, Vineland, NJ, the location of this UST is unknown, and no closure reports or final remediation documents associated with this UST has been obtained for review.

A supplemental PA investigation is warranted to identify the location and status of this UST.

AOC-2F: Tank 6 (Tank ID 6 – 10,000-Gallon Heating Oil (No. 6) UST)

AOC-2F is associated with one (1) 10,000-Gallon Heating Oil (No. 6) UST. The location of AOC-2F is unknown. The 10,000-Gallon UST was reportedly installed in 1944 and abandoned in-place in 1969.

While it is known that PI #014149 is shared with the NJDHS East Campus located at 1676 E Landis Avenue, Vineland, NJ, the location of this UST is unknown, and no closure reports or final remediation documents associated with this UST has been obtained for review.

A supplemental PA investigation is warranted to identify the location and status of this UST.

AOC-2G: Suspect UST (West of Boiler House)

AOC-2G is associated with one (1) suspect UST that is depicted on NJDHS Engineering Department plans as being located to the west of the Boiler House. [Note: It is a possibility that AOC-2G is reconciled with one of the USTs identified in AOC-2C through AOC-2F].

An AOC-specific geophysical is warranted to evaluate the size of this suspect UST. A petroleum product fingerprint sample will be collected from the suspect UST. Soil and groundwater site investigation activities are warranted to evaluate subsurface conditions associated with this feature and have been proposed.

AOC-3A: Drum Storage - Interior (Boiler House)

AOC-3A is associated with drum storage activities within the Boiler House. Several 55-gallon drums were identified as storing NCC-AD-1 Fuel Treatment (Naphthalene, Petroleum distillate Methyl Naphthalene, antifreeze (ethylene glycol), and Sodium Sulfate. No areas of staining, discoloration, or other evidence of spills or releases were reported.

No further evaluation of AOC-3A is warranted.

AOC-3B: Fluorescent Bulb Waste Storage Drum - Exterior (Carpenter Shop)

AOC-3B is associated with two (2) 55-gallon drums partially filled with fluorescent bulb waste. The drums are located adjacent to the northern exterior wall of the Carpenter Shop. The drums appeared heavily rusted.

Soil investigation in the vicinity of AOC-3B is warranted to evaluate for potential release of mercury from the fluorescent bulbs.

AOC-3C: Drum Storage - Exterior (North Portion of Site)

AOC-3C is associated with several unlabeled 55-Gallon plastic drums stored on the northern side of the Subject Property within a wooded area.

Soil and groundwater investigation in the vicinity of AOC-3D is warranted to evaluate a potential release to the subsurface.

AOC-3D: Petroleum Drum Storage / Staining (S Street Garage)

AOC-3D is associated with several drums stored at the interior of the S Street Garage. The drums were observed to contain presumed petroleum products/waste. The southern portion of the interior concrete floor was observed to be coated with material leaking from the drums. Staining and discoloration was also identified at the exterior concrete ramp and adjoining soils at adjacent to the garage roll-up doors.

Soil and groundwater investigation in the vicinity of AOC-3D is warranted to evaluate a potential release to the subsurface.

AOC-4A: Interior Floor Drains & Sumps (Cottages & Administration Buildings)

AOC-4A is associated with the presence of interior floor drains & sumps within the Cottages and Administrative buildings. The floor drains were utilized to collect and remove interior drainage from the structures, and T&M did not identify any prior or current industrial, manufacturing or hazardous material/hazardous waste operations or storage at the structures. The plans of the Site structures provided by the NJDHS Engineering Department depict sanitary sewer service lines to all Site structures and connection to the City Sewer utility at Almond Road.

No soil or groundwater investigation is warranted to address the features identified as AOC-4A.

AOC-4B: Interior Floor Drains & Sumps (Boiler House)

AOC-4B is associated with the presence of interior floor drains & sumps within the Boiler House building. The floor drains and sumps were utilized to collect and remove interior drainage from the structure. Potentially hazardous material/hazardous wastes present at the interior of the Boiler House would include heating fuel oil, diesel fuel, fuel conditioner chemicals, water treatment chemicals and maintenance fluids. The plans of the Site structures provided by the NJDHS Engineering Department depict a sanitary sewer service line to the Boiler House and connection to the City Sewer utility at Almond Road.

It is assumed that the floor drains and sumps within the Boiler House building were connected to the sanitary sewer at that time that the sewer service was extended onto the Subject Property. In

addition, former /abandoned on-site waste water septic tank and leach field are being evaluated as AOC-6: Abandoned Septic Tank (West of Plumbing Shop).

No soil or groundwater investigation is warranted to address the features identified as AOC-4B.

AOC-5: Inlets & Catch Basins

AOC-5 is associated with storm sewer inlets/outfalls and 'rainwater conductor' lines that collect and route on-site storm water. These features are identified on NJDHS Engineering Department plans at the wooded northwest areas, and at the cleared fields at the northeast corner of the Site, and to the west of the pool.

No soil or groundwater investigation is warranted to address the features identified as AOC-5.

AOC-6: Abandoned Septic Tank (West of Plumbing Shop)

AOC-6 is associated with the abandoned septic tank identified on the NJDHS 'Master Site Plan-Plumbing' site plan as being located to the south of the Plumbing Shop. The Plan depicts sanitary sewer piping routed to the Septic Tank from the Site network, as well as rainwater conductor piping routed to the west from the location of the Septic Tank. The files provided to date do not include any details or descriptions of the construction, operation and closure of the abandoned Septic Tank or whether or not disposal beds or leach fields were also present. The plans of the Site provided by the NJDHS Engineering Department depict a sanitary sewer service line to the Boiler House and connection to the City Sewer utility at Almond Road. It is presumed that prior to connection to the sanitary sewer, drainage structures located within the Boiler House were connected to the currently abandoned septic system.

A geophysical survey and soil and groundwater site investigation activities are warranted to evaluate subsurface conditions associated with the abandoned septic tank and associated features.

AOC-7A: Historic Fill Material (North Gravel Pit)

AOC-7A is associated with an approximate 1.78-acre area that has been identified through review of aerial photographs as a 'gravel pit' from 1951 through at least 1954. From 1962 through the 1980's the gravel pit was observed with evidence of mounding and dumping of material. The area of the gravel pit was restored to current elevation by 1991. This area of the Subject Property is not depicted on the NJDEP Historic Fill Map.

Soil and groundwater site investigation activities are warranted to evaluate conditions associated with AOC-7A. **AOC-7B: Historic Fill Material (East Gravel Pit)**

AOC-7B is associated with an approximate 1.45-acre area that has been identified through review of aerial photographs as a 'gravel pit' from 1931 through at least 1940. The filling/regrading and vegetation of this area is observed on subsequent aerial photographs. The east gravel pit was restored to the current and rolling topography by the mid-1950s and the area is currently partially wooded land. This area of the Subject Property is not depicted on the NJDEP Historic Fill Map.

Soil and groundwater site investigation activities are warranted to evaluate conditions associated with AOC-7B.

AOC-7C: Historic Fill Material (Carpenter Shop)

AOC-7C is associated with an approximate <1-acre area that has been identified potential fill material at the surface and below the exposed edge of the concrete pad foundation of the Carpenter Shop. The material was reported to be composed of typical coal slag pieces and gray coal slag waste. This area of the Subject Property is not depicted on the NJDEP Historic Fill Map.

Soil and groundwater site investigation activities are warranted to evaluate conditions associated with AOC-7C.

AOC-7D: Potential Historic Fill Material (West of Boiler House)

AOC-7D is associated with an approximate 1.17-acre area located to the west of the Boiler House, observed with disturbance, excavation, and mounding in aerial photographs reviewed from 1962 through 1991. This area of the Subject Property is not depicted on the NJDEP Historic Fill Map.

Soil and groundwater site investigation activities are warranted to evaluate conditions associated with AOC-7D.

AOC-7E: NJDEP Mapped Historic Fill Area (Learning Center)

AOC-7E is associated with an approximate 1.6-acre area that is identified as 'historic fill' on the NJDEP Historic Fill Map.

Soil and groundwater site investigation activities are warranted to evaluate conditions associated with AOC-7E.

AOC-8: Boiler House / Power House

AOC-8 is associated with the historic use and operations associated with the Boiler House.

As AOC-specific soil and groundwater investigations have been proposed for AOCs located within and exterior to the Boiler House, no additional investigation is warranted at this time.

AOC-9A through AOC-9I: Exterior Pad-Mounted Transformers

AOC-9A through AOC-9I are associated with exterior pad-mounted electrical transformers located throughout the grounds at the Subject Property.

Additional evaluation of the pad-mounted transformers is warranted to evaluate the presence of polychlorinated biphenyls (PCBs).

AOC-10: Air Compressors (Boiler House)

AOC-10 is associated with the presence of air compressors within the Boiler House. Vent discharge/blowdowns from the air compressors are routed to the collection equipment at the compressors and there is no direct discharge to any floor drains.

No further evaluation of AOC-10 is warranted.

AOC-11A: Historically Applied Pesticides (HAP) (1931, 1940, 1951; Row Crops)

AOC-11A is associated with the observed agricultural (row crops) usage of an approximate 2.5-acre portion of the Subject Property on the 1931, 1940, and 1951 aerial photograph reviewed.

A soil investigation is warranted to evaluate the presence of HAP in the surface soils.

AOC-11B: Historically Applied Pesticides (HAP) (1931, 1940; Row Crops)

AOC-11B is associated with the observed agricultural (row crops) usage of an approximate 4.5-acre portion of the Subject Property on the 1931 and 1940 aerial photograph reviewed.

A soil investigation is warranted to evaluate the presence of HAP in the surface soils.

AOC-11C: Historically Applied Pesticides (HAP) (1940; Orchard)

AOC-11C is associated with the observed agricultural (orchard) usage of an approximate <1-acre portion of the Subject Property on the 1940 aerial photograph reviewed.

A soil investigation is warranted to evaluate the presence of HAP in the surface soils.

AOC-12A: Potential Fuel Storage (West of Boiler House)

AOC-12A is associated with the observation of a historic improvements identified on the Subject Property. Evaluation of this AOC is warranted to identify any historic USTs associated with heating operations of the former structure.

AOC-specific geophysical evaluation will be conducted to identify any potential subsurface features.

AOC-12B: Potential Fuel Storage (Northeast of Cottage G)

AOC-12B is associated with the observation of a historic improvements identified on the Subject Property. Evaluation of this AOC is warranted to identify any historic USTs associated with heating operations of the former structure.

AOC-specific geophysical evaluation will be conducted to identify any potential subsurface features.

AOC-12C: Cemetery

AOC-12C is associated with the presence of a cemetery on the Subject Property. Environmental pollution and contaminants associated with cemeteries include toxic chemicals such as preservatives, paints, lacquers, metals used to construct and protect coffins, formaldehyde used in the embalming process and mercury from dental fillings and other medical products which may have been buried.

A boundary investigation along the approximately 200-foot long shared perimeter of the cemetery is warranted to evaluate soil and groundwater conditions.

AOC-13: Asbestos Containing Materials (ACM)

The evaluation of ACM within the buildings and features of the Subject Property is out of scope for this investigation; however, this condition should be evaluated prior to the demolition of any site buildings/features.

AOC-14A: NJDEP SRP #92-03-10-1239-03 (Release of Transformer Oil)

AOC-14A is associated with NJDEP Case #92-03-10-1239-03 identified during review of the EDR Radius Map Report acquired for T&M's 2017 PA. The release is further described as a spill of approximately 15-gallons of transformer product onto ground at the Vineland Developmental Center during the lifting of a transformer. The EDR Report listing indicates that the cleanup was conducted by Moore Electric Co., licensed PCB hauler. The EDR report states that the spill/release was contained and terminated. The NJDHS has not provided any information regarding the location or cleanup of this spill.

A supplemental PA investigation is warranted to identify the location and status of this release.

AOC-14B: NJDEP SRP #05-10-07-2157-06 (Unknown Release)

AOC-14B is associated with NJDEP Case #05-10-07-2157-06 and is associated with an unknown release.

A supplemental PA investigation is warranted to identify the location and status of this release.

AOC-14C: NJDEP SRP #99-08-12-1015-06 (Release associated w/ AOC-2A)

AOC-14C is associated with NJDEP Case #99-08-12-1015-06 and is associated with a release reported during the closure activities of two (2) 20,000-Gallon Heating Oil No.6 USTs (AOC-2A)

A supplemental PA investigation is warranted to identify the location and status of this release.

AOC-14D: NJDEP SRP #00-06-21-1740-08

AOC-14D is a closed NJDEP Case. A NFA-A (Unrestricted Use) was filed on September 17, 2001. An Order of Magnitude Evaluation is proposed.

AOC-14E: NJDEP SRP #91-01-22-1213-18

AOC-14E is an open NJDEP Case with a remedial investigation timeframe of May 7, 2014 and a remedial action timeframe of May 5, 2019. Laura Brinkerhoff, LSRP of Brinkerhoff Environmental is listed as the LSRP for this case.

AOC-15A through AOC-15E: UST Closure Permits

AOC-15A through AOC-15D are associated with UST Closure Permits issued to the Subject Property's NJDEP Preferred ID #014149. While it is known that PI #014149 is shared with the NJDHS East Campus located at 1676 E Landis Avenue, Vineland, NJ, no closure reports or final remediation documents associated with these closure #'s have been obtained for review.

A supplemental PA investigation is warranted to identify the location of the associated USTs and the status of the closure activities.

SCOPE OF SERVICE

Marathon has prepared this scope of services to provide supplemental preliminary assessment and site investigation services pursuant to N.J.A.C. 7:26E – Technical Requirements for Site Remediation (TRSR), N.J.A.C. 7:26C – Administrative Requirements for the Remediation of Contaminated Sites (ARRCS), N.J.A.C. 14B Underground Storage Tank (UST) Rules, the NJDEP Field Sampling Procedures Manual (FSPM), the NJDEP Site Remediation Program (SRP) Technical Guidance for Site Investigation of Soil, Remedial Investigation of Soil, and Remedial Action Verification Sampling for Soil, the NJDEP Groundwater Technical Guidance, the NJDEP SRP Protocol for Addressing Extractable Petroleum Hydrocarbons (EPH), the NJDEP UST Investigation Technical Guidance, the NJDEP Historic Fill Material Technical Guidance, and the NJDEP Historically Applied Pesticides (HAP) Site Technical Guidance.

Task 1: Licensed Site Remediation Professional Services

Pursuant to the NJDEP Site Remediation Reform Act, N.J.A.C. 58:10C-1 (SRRA), preliminary assessments and site investigation activities must proceed under the supervision of a Licensed Site Remediation Professional (LSRP).

Task 2: Quality Assurance Project Plan

Marathon will prepare a Quality Assurance Project Plan (QAPP) in accordance with the NJDEP's QAPP Technical Guidance, Version 1.0, dated April 2014. The QAPP will identify each AOC, proposed soil and/or groundwater samples, sample collection and handling procedures and data of known quality protocols. The QAPP will identify the key personnel from Marathon and the laboratory.

Task 3: Health & Safety Plan (HASP)

Marathon will prepare a site specific Health and Safety Plan (HASP) in accordance with Section 4.2 of the NJDEP Field Sampling Procedures Manual (FSPM). The HASP will include; a list or organization chart of key personnel involved in all phases of the on-site operations, a hazard analysis for each location and associated tasks, training requirements for on-site personnel, identification of engineering controls and personnel protection (i.e. personnel protective equipment (PPD)), site control procedures, decontamination procedures, and emergency contingency planning.

Task 4: Preliminary Assessment Activities

Task 4.1: Initial PA Reporting – T&M Associates

An initial PA report was prepared for the Subject Property by T&M Associates, West Long Branch, New Jersey (T&M). The PA documented through review of historical records and aerial photographs the ownership/operational history of the Subject Property dating back to prior to 1931. Limitations of the 2017 PA report prepared by T&M were identified and include; exclusion of the Learning Center building and associated land area, reconciliation of NJDEP UST registration data and SRP Case #'s (See Task 2.2), and order of magnitude analysis of the previously closed cases.

Task 4.2: Supplemental PA Reporting – Marathon

Marathon has identified limitations of the 2017 PA prepared by T&M that warrant further evaluation including; the inclusion of the Learning Center building and the surrounding ± 9-acre land area in an amended PA report, and a NJDEP file review / records review to reconciliation of NJDEP UST Registration records, and NJDEP SRP Case #'s assigned to the Subject Property including the following;

- AOC-2A: Tank #0001 (Tank ID 124515) - Former 20,000-Gallon #6 Heating Oil UST
Tank #0002 (Tank ID 124516) - Former 20,000-Gallon #6 Heating Oil UST
- AOC-2B: Tank #0003 (Tank ID 124517) - Former 8,000-Gallon Medium Diesel Fuel UST
- AOC-2C: Tank #0004 (Tank ID 4) – Former 4,000-Gallon Unleaded Gasoline UST.
- AOC-2D: Tank #0007 (Tank ID 7) - Former 4,000-Gallon Unleaded Gasoline UST)
- AOC-2E: Tank 5 (Tank ID 5) – Former 1,000-Gallon Medium Diesel Fuel (No.2-D) UST
- AOC-2F: Tank 6 (Tank ID 6) – 10,000-Gallon Heating Oil (No. 6) UST
- AOC-14A: NJDEP SRP #92-03-10-1239-03 (Release of Transformer Oil)
- AOC-14B: NJDEP SRP #05-10-07-2157-06 (Unknown Release)
- AOC-14C: NJDEP SRP #99-08-12-1015-06 (Release associated w/ AOC-2A)
- AOC-14D: NJDEP SRP #00-06-21-1740-08
- AOC-14E: NJDEP SRP #91-01-22-1213-18
- AOC-15A through AOC-15E: UST Closure Permits

In the event that final remediation documents are available for review, an Order of Magnitude Analysis will be conducted to evaluate the protectiveness of the remedy in comparison to current NJDEP attainment standards. In addition, if any of the UST systems are identified as being located on the Vineland Developmental Center (East Campus), no investigation would be required. In the event that site investigation activities are warranted for any of the above referenced items, those services will be presented under a separate scope.

Task 5: Site Investigation Activities**Task 5.1: Geophysical Evaluation**

AOC-specific geophysical evaluations are warranted for the following AOCs:

- AOC-1A: 10,000-Gallon Fuel Oil AST (Boiler House)
- AOC-2G: Suspect UST (West of Boiler House)
- AOC-6: Abandoned Septic Tank (West of Plumbing Shop)

The three (3) AOCs identified above will be evaluated with a geophysical survey that will encompass the approximate 2-acre area surrounding the Boiler House and Plumbing Shop.

- AOC-12A: Potential Fuel Storage (West of Boiler House)
- AOC-12B: Potential Fuel Storage (Northeast of Cottage G)

The two (2) AOCs identified above will be evaluated with a geophysical surveys that will clear the area of historic improvements identified in those area; approximately 1-acre each.

Marathon and its subcontractor will conduct geophysical survey activities utilizing the following technologies; ground penetrating radar (GPR), Fisher TW6 electromagnetic metal detection (TW6 EM), a Geonics EM61-MK2 Time-Domain Electromagnetic Detector unit (EM61), radio frequency line locating (RF), and magnetics. A geophysical survey report with figures and figures will be prepared by the subcontractor.

The AOC-specific geophysical survey will be completed over the course of four (4) days.

Task 5.2: Safe Dig / Borehole Clearance

With the exception of soil borings/temporary well points advanced in unimproved areas of the Subject Property (i.e. AOC-7: Historic Fill (16 borings) and AOC-11: HAP (10 borings) safe dig / borehole clearance activities will be conducted at all other 46 boring locations.

Marathon and its subcontractor will clear boring locations utilizing utilizing the following technologies; ground penetrating radar (GPR), Fisher TW6 electromagnetic metal detection (TW6 EM), a Geonics EM61-MK2 Time-Domain Electromagnetic Detector unit (EM61), radio frequency line locating (RF), and magnetics.

The safe dig/ borehole clearance geophysical survey will be completed over the course of three (3) days; with an average of 15 borings cleared per day.

Task 5.3: Soil & Groundwater Investigation

Soil and groundwater investigation will be conducted pursuant to N.J.A.C 7:26E – Technical Requirements for Site Remediation (TRSR), N.J.A.C. 7:26C – Administrative Requirements for the Remediation of Contaminated Sites (ARRCS), N.J.A.C. 14B Underground Storage Tank (UST) Rules, the NJDEP Field Sampling Procedures Manual (FSPM), the NJDEP Site Remediation Program (SRP) Technical Guidance for Site Investigation of Soil, Remedial Investigation of Soil, and Remedial Action Verification Sampling for Soil, the NJDEP Groundwater Technical Guidance, the NJDEP SRP Protocol for Addressing Extractable Petroleum Hydrocarbons (EPH), the NJDEP UST Investigation Technical Guidance, the NJDEP Historic Fill Material Technical Guidance, and the NJDEP Historically Applied Pesticides (HAP) Site Technical Guidance.

Soil borings will be logged for lithology and field screened for the presence of volatile organic compounds with a photoionization detector (PID). Site investigation soil sample collection will be biased based on; the target zone associated with the AOC, the 6-inch interval that either exhibits the highest PID reading, the six-inch interval of grossest observed impact, the six-inch interval above the groundwater interface, and/or the terminus of the boring. Site investigation temporary well points (where applicable) will be biased based on; the boring with the grossest observed impact, and/or the assumed downgradient boring.

The proposed number of soil borings / temporary well points and AOC-specific laboratory analysis is summarized below:

AOC #	AOC Name	# Borings	Soil Analysis	# TWP	TWP Analysis
AOC-1A	10,000-Gallon Fuel Oil AST (Boiler House)	2	NJDEP Cat I EPH, 25% where EPH is detected over 1,000 mg/Kg for 2-methylnaphthalene & naphthalene	1	VO+TICs ¹ SVO+TICs ²
AOC-1B	5,000-Gallon Diesel Motor Fuel AST (Boiler House)	N/A	N/A	N/A	N/A
AOC-2A	Tank #0001 (Tank ID 124515) - Former 20,000-Gallon #6 Heating Oil UST Tank #0002 (Tank ID 124516) - Former 20,000-Gallon #6 Heating Oil UST	9	NJDEP Cat II EPH, 25% where EPH is detected over 100 mg/kg for PAH ³	2	VO+TICs ¹ SVO+TICs ²
AOC-2B	Tank #0003 (Tank ID 124517) - Former 8,000-Gallon Medium Diesel Fuel UST	5	NJDEP Cat I EPH, 25% where EPH is detected over 1,000 mg/Kg for 2-methylnaphthalene & naphthalene	1	VO+TICs ¹ SVO+TICs ²
AOC-2C	Tank #0004 (Tank ID 4 - Former 4,000-Gallon Unleaded Gasoline UST)	N/A	N/A	N/A	N/A
AOC-2D	Tank #0007 (Tank ID 7 - Former 4,000-Gallon Unleaded Gasoline UST)	N/A	N/A	N/A	N/A
AOC-2E	Tank 5	N/A	N/A	N/A	N/A
AOC-2F	Tank 6	N/A	N/A	N/A	N/A
AOC-2G	Suspect UST (West of Boiler House)	4	NJDEP Cat II EPH, TCL+TICs/TAL, hexavalent chromium	1	TCL+TICs/TAL
AOC-3A	Drum Storage - Interior (Boiler House)		N/A	N/A	N/A
AOC-3B	Fluorescent Bulb Waste Storage Drum - Exterior (Carpenter Shop)	2	Mercury	N/A	N/A
AOC-3C	Drum Storage - Exterior (North Portion of Site)	2	NJDEP Cat II EPH, TCL+TICs/TAL, hexavalent chromium	1	TCL+TICs/TAL
AOC-3D	Petroleum Drum Storage / Staining (S Street Garage)	4	NJDEP Cat II EPH, TCL+TICs/TAL, hexavalent chromium	2	TCL+TICs/TAL
AOC-4A	Interior Floor Drains & Sumps (Cottages & Administration Buildings)	N/A	N/A	N/A	N/A

AOC #	AOC Name	# Borings	Soil Analysis	# TWPs	TWP Analysis
AOC-4B	Interior Floor Drains & Sumps (Boiler House)	N/A	N/A	N/A	N/A
AOC-5	Inlets & Catch Basins	N/A	N/A	N/A	N/A
AOC-6	Abandoned Septic Tank (West of Plumbing Shop)	5	NJDEP Cat II EPH, TCL+TICs/TAL, hexavalent chromium	1	TCL+TICs/TAL
AOC-7A	Historic Fill Material (North Gravel Pit)	4	TCL PAHs, TAL Metals, 25% of samples for Complete TCL/TAL & EPH (with a minimum of one (1) sample, per stratum/fill type, per site) (estimate of four (4) contingency samples)	N/A	N/A
AOC-7B	Historic Fill Material (East Gravel Pit)	4		N/A	N/A
AOC-7C	Historic Fill Material (Carpenter Shop)	2		N/A	N/A
AOC-7D	Potential Historic Fill Material (West of Boiler House)	4		N/A	N/A
AOC-7E	NJDEP Mapped Historic Fill Area (Learning Center)	2		N/A	N/A
AOC-8	Boiler House / Power House	N/A	N/A	N/A	N/A
AOC-9A	Exterior transformer pad-mounted	N/A	N/A	N/A	N/A
AOC-9B	Exterior transformer pad-mounted				
AOC-9C	Exterior transformer pad-mounted				
AOC-9D	Exterior transformer pad-mounted				
AOC-9E	Exterior transformer pad-mounted				
AOC-9F	Exterior transformer pad-mounted				
AOC-9G	Exterior transformer pad-mounted				
AOC-9H	Exterior transformer pad-mounted				
AOC-9I	Exterior transformer pad-mounted				
AOC-10	Air Compressors (Boiler House)	N/A	N/A	N/A	N/A

AOC #	AOC Name	# Borings	Soil Analysis	# TWP's	TWP Analysis
AOC-11A	Historically Applied Pesticides (HAP) (1931,1940,1951; Row Crops)	3	Arsenic, lead, and TCL Pesticides	N/A	N/A
AOC-11B	Historically Applied Pesticides (HAP) (1931,1940; Row Crops)	5	Arsenic, lead, and TCL Pesticides	N/A	N/A
AOC-11C	Historically Applied Pesticides (HAP) (1940; Orchard)	2	Arsenic, lead, and TCL Pesticides	N/A	N/A
AOC-12A	Potential Fuel Storage (West of Boiler House)	1	NJDEP Cat I EPH, 25% where EPH is detected over 1,000 mg/Kg for 2-methylnaphthalene & naphthalene	1	VO+TICs ¹ SVO+TICs ²
AOC-12B	Potential Fuel Storage (Northeast of Cottage G)	1	NJDEP Cat I EPH, 25% where EPH is detected over 1,000 mg/Kg for 2-methylnaphthalene & naphthalene	1	VO+TICs ¹ SVO+TICs ²
AOC-12C	Cemetery	7	formaldehyde, TCL+TICs/TAL	2	formaldehyde, TCL+TICs/TAL
AOC-13	Asbestos Containing Materials (ACM)	N/A	N/A	N/A	N/A
AOC-14A	NJDEP SRP #92-03-10-1239-03 (Release of Transformer Oil)	N/A	N/A	N/A	N/A
AOC-14B	NJDEP SRP #05-10-07-2157-06 (Unknown Release)	N/A	N/A	N/A	N/A
AOC-14C	NJDEP SRP #99-08-12-1015-06 (Release associated w/ AOC-2A)				
AOC-14D	NJDEP SRP #00-06-21-1740-08				
AOC-14E	NJDEP SRP #91-01-22-1213-18				
AOC-15A	UST Closure Permitting - UCL9135600 (11/21/19991)	N/A	N/A	N/A	N/A
AOC-15B	UST Closure Permitting - UCL983032 (12/24/1998)				
AOC-15C	UST Closure Permitting - UCL001019 (04/30/2001)				
AOC-15D	UST Closure Permitting - UCL100001 (01/20/2011)				
AOC-15E	N10-7398				

1. EPA Target Compound List volatile organic compounds excluding 1,2-Dibromo-3- chloropropane, 1,2-Dibromoethane, and 1,4-Dioxane with a library search of the 15 highest TICs.

2. EPA Target Compound List semivolatile organic compounds excluding phenol and substituted phenols with a library search of the 15 highest TICs that are not alkanes unless otherwise specified by analytical protocol.

3. EPA Target Compound List Polynuclear Aromatic Hydrocarbons.

*Analysis via Select Ion Monitoring (SIM) will be conducted on all BN (SVOC) groundwater samples as well as Full TCL VOC groundwater samples.

The ten (10) soil borings proposed for the evaluation of AOC-11: Historically Applied Pesticides will be advanced using hand tools. The remaining 62 soil borings will be advanced via a truck or

track-mounted Geoprobe®. Soil borings advanced via Geoprobe® will be advanced to depths depending on area of concern in accordance with the with NJDEP SRP Technical Guidance for Site Investigation of Soil guidance.

Thirteen (13) temporary well points will be installed at select AOCs. The temporary well points will be constructed with one-inch inside diameter (ID) schedule 40 polyvinyl chloride (PVC) 0.01-inch slotted screen. Depth to groundwater at the Subject Property is expected to be encountered between 15 and 25-ft below ground surface (bgs). Prior to the collection of a grab groundwater sample via dedicated bailer, the temporary well points will be purged of 2-3 gallons of water to minimize matrix interference.

While depths of borings will vary depending on the zone of interest for the AOCs, it is anticipated that up to 1300-ft of drilling will be required to complete the investigation, averaging 20-ft per boring. With an average of 160-ft per day drilling rate, and the additional labor required for the installation/decommissioning of temporary well points, 10 days of drilling are proposed to complete the site investigation activities. Soil and groundwater analytical costs are proposed per unit according to the rate schedule provided.

Analytical data collected during site investigation activities will be compared to current NJDEP remediation standards and screening levels including; NJDEP Default Impact to Groundwater Soil Screening Level (IGWSSL), NJDEP Residential Direct Contact Soil Remediation Standard (RDCSRS), NJDEP Non-Residential Direct Contact Soil Remediation Standard (NRDCSRS), the NJDEP Class IIA Groundwater Quality Standards (GWQS), and the NJDEP Vapor Intrusion Groundwater Screening Level (VIGSL).

In the event that exceedances to applicable standards are reported in either soil or groundwater media, a release will be reported to the NJDEP and a Confirmed Discharge Notification (CDN) will be completed.

Task 6: Site Investigation Reporting

Marathon will prepare SI Report to document the findings of the site investigation activities. The report will be submitted to the NJDEP and will include a presentation and discussion of all information identified or collected during the remedial investigation and remedial action activities. The SI Report will include tables summarizing the analytical data; full analytical packages; sample location maps; disposal receipts; and electronic disk deliverable.

Analytical data collected during site investigation activities will be compared to current NJDEP remediation standards and screening levels including; NJDEP Default Impact to Groundwater Soil Screening Level (IGWSSL), NJDEP Residential Direct Contact Soil Remediation Standard (RDCSRS), NJDEP Non-Residential Direct Contact Soil Remediation Standard (NRDCSRS), the NJDEP Class IIA Groundwater Quality Standards (GWQS), and the NJDEP Vapor Intrusion Groundwater Screening Level (VIGSL).

Marathon will provide recommendations for remedial investigation and/or remedial action as indicated from the findings of the site investigation activities.

Task 7: Consultation & Coordination

Attendance at project meetings, participation in conference calls and preparation of summary report requested by the client will be billed on a time and material basis. It is estimated that no more than 20 hours will be required.

OUT OF SCOPE SERVICES

Out of scope services that may be required during the course of site demolition and/or remedial action phase activities have been identified for consideration. In the event that these services are warranted, Marathon will present a scope of service under separate proposal;

- Building /Structure Survey for evaluation, management, and mitigation of Asbestos-containing material (ACM) & lead based paint
- Building/Structure Demolition
- Closure activities associated with site features including and not limited to; ASTs, USTs, former septic systems, boiler systems, and pad-mounted transformers.
- Waste characterization/lab packing and disposal of chemical storage including 55-gallon drums.

SCHEDULE

Marathon is prepared to begin work on this project upon receipt of written Notice to Proceed (NTP) and will endeavor to complete the work in accordance with your scheduling needs. We estimate the Scope of Services outlined in Task 1 through Task 5 can be completed in 180 days of receipt of written NTP.

FEES

Marathon proposes to complete this scope of services in accordance with the following fees.

Task 1 Licensed Site Remediation Professional Services	\$3,600.00
Task 2 Quality Assurance Project Plan (QAPP)	\$1,360.00
Task 3 Health & Safety Plan (HASP)	\$2,550.00
Task 4 Preliminary Assessment Activities	
Task 4.1 Initial PA Reporting – T&M Associates	\$2,800.00
Task 4.2 Supplemental PA Reporting – Marathon	\$4,180.00
Task 5 Site Investigation Activities	
Task 5.1 Geophysical Evaluation	\$13,649.00
Task 5.2 Safe Dig / Borehole Clearance	\$10,236.75
Task 5.3 Soil & Groundwater Investigation	\$74,130.70
Task 6 Site Investigation Reporting	\$6,480.00
Task 7 Consultation & Coordination	\$3,000.00
Total	\$121,986.45

TERMS AND CONDITIONS

Marathon's General Terms and Conditions are enclosed and are considered as part of this proposal. The Client indicates by the execution of this proposal that the General Terms and Conditions have been reviewed and are understood.

SPECIAL CONDITIONS

- A. Unrestricted access to the Subject Property will be provided throughout the duration of the project.
- B. Marathon and its subcontractors are not responsible for damage to any utilities that are not marked out by one call or the township.
- C. Laboratory analysis will be submitted on a standard (2-week) turnaround time.
- D. Remedial actions (RA) and site decommissioning activities are not included in this proposal. In the event that these services are warranted, they will be presented under separate proposal.
- E. Marathon is not responsible for any NJDEP fees.

We look forward to working with you on this project. If this proposal is acceptable please sign the last page and return as our notice to proceed. If you have any questions, please feel free to contact us.

Sincerely,
Marathon Engineering & Environmental Services, Inc.



Kade Wojtal, LSRP
Senior Environmental Scientist



Robert L Carter, Jr., LSRP
Principal Environmental Scientist

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PRO #18-121

ACCEPTED BY:

Authorized Signature for Client

Print Name and Title

**MARATHON ENGINEERING & ENVIRONMENTAL SERVICES, INC.
GENERAL TERMS AND CONDITIONS**

1. The Client acknowledges that they are retaining Robert L. Carter, Jr., the Licensed Site Remediation Professional ("LSRP") of record and Marathon for the remediation of the above referenced site pursuant to the terms and conditions of the Proposal. The Proposal is offered with the presumption that authorization to proceed will be issued within thirty (30) calendar days. As such, the Proposal will remain in effect and may be accepted for thirty (30) calendar days from this date. If a signed agreement is not consummated within this time frame, Marathon reserves the right to revoke or revise the Proposal including the fees and schedule quoted herein. If the Proposal is submitted to the Client and the Client fails to return a signed copy of the Proposal but knowingly allows Marathon to proceed with the services, then Client shall be deemed to have accepted the terms of the Proposal and these LSRP Terms & Conditions. Once accepted, the LSRP Terms & Conditions, the Site Remediation Reform Act, N.J.S.A. 58:10C-1, et seq. ("SRRRA"), and the applicable New Jersey Department of Environmental Protection ("NJDEP") regulations promulgated thereto ("Regulations") (and any amendments of the SRRRA or Regulations that may occur from time to time) which are both expressly incorporated by reference as if set forth at length herein, and this Proposal shall collectively constitute the "Agreement". The Agreement and this LSRP relationship will continue until terminated in writing by either party with notification to the NJDEP.
2. Where prior remedial work has been performed, it may be necessary for the LSRP to review previous work for the necessary reliance as required by the LSRP Program. The LSRP must have the ability to make judgments regarding the adequacy of work based on compliance with applicable statute, regulations, and guidance. If such judgments are not supported by the Client, the LSRP will notify the Client of such difference and after reasonable discussion, and at any time, the LSRP retains the right to submit an LSRP Dismissal form to the NJDEP.
3. Client shall provide to the LSRP all information known about the Subject Property as is reasonably known to the Client, either directly or indirectly, whether known by a representative of the Client or provided to the Client by a third party. Client shall continue to provide to the LSRP any additional information about the Subject Property that becomes known to the Client that affects the remedial action of the Subject Property.
4. Client acknowledges that the SRRRA provides that "A licensed site remediation professional's highest priority in the performance of professional services shall be the protection of public health and safety and the environment." See N.S.A. 58-10C-16(a). Client acknowledges that the LSRP is statutorily obligated to notify the NJDEP about conditions at the Subject Property as set forth in N.J.S.A. 58:10C-16 such as new discharges at the Subject Property; any immediate environmental concern ("IEC") condition; any action or decision by the Client that deviates from an approved remedial action workplan or other report concerning the remediation of the Subject Property. Client acknowledges that if they are not the property owner or person responsible for conducting the remediation on the Subject Property, that Client has notified the property owner or person responsible for conducting the remediation on the Subject Property and that entity understands, acknowledges and approves of these reporting obligations by the LSRP.
5. Client acknowledges that they have the affirmative obligation to complete the required investigation and remedial action of the Subject Property in accordance with the mandatory timeframes set forth by the NJDEP. The Client acknowledges that the LSRP is required by law to adhere to stringent NJDEP mandated deadlines in submitting required reports to the NJDEP. If for whatever reason, the remedial work is delayed due to Client's lack of financial

resources to pay for the remedial work, the LSRP has the obligation to withdraw from the project as the LSRP may otherwise be personally impacted by the consequences of Client's failure to meet certain mandatory time frames for various phases of the remedial work.

6. Client acknowledges that failure to make payments in accordance with the terms of this proposal shall constitute a breach of contract, and the LSRP shall be relieved, without any further obligation from performing work under this Contract, including preparation of reports related to work already performed. Client shall pay Marathon invoices in full within thirty (30) days. Past due invoices will carry an interest rate of 1.5% per month. If Client is more than one party, Client shall be jointly and severally liable for all outstanding invoices. Client further acknowledges that the LSRP has an obligation to notify the NJDEP in the event that the client has chosen to stop, delay or halt the investigation or remedial investigation outlined in this proposal or determined to be necessary as a result of work outlined in this proposal.
7. Client agrees to indemnify and defend the LSRP and Marathon for any claim, loss, damage (including reasonable attorney's fees) and liability should the client fail to perform their affirmative obligation to remediate; adequately fund the remediation; review and sign documents in a timely manner; disclose relevant information regarding the Subject Property; and/or follow the LSRP's recommendations.
8. Client acknowledges that while the work performed by the LSRP and Marathon shall be performed in accordance with professional industry standards and New Jersey law, including, but not limited to, the SRRRA and the Regulations, the LSRP and Marathon do not guarantee the long-term effectiveness of the remedial work. Remedy failure can be caused by factors other than negligence and the affirmative obligation to remediate the Subject Property remains the sole responsibility and legal obligation of the Client or responsible party and not the LSRP or Marathon. Further, Marathon cannot be responsible for delays due to force majeure, acts of God and governmental or regulatory agencies or bodies.
9. Client acknowledges that a response action outcome ("RAO") is subject to a three (3) year period, during which time the NJDEP may inspect, audit, modify or rescind the RAO of the remediation is deemed not to be protective of public health, safety and the environment. In the event of an inspection, review, or audit by NJDEP, the LSRP and Marathon are not responsible for any additional requirements imposed by NJDEP as a result. Any additional work required by the NJDEP after the issuances of the RAO shall be considered outside of the scope of work under this Agreement.
10. Pursuant to 58 N.J.S.A. 10C-16(b), "A licensed site remediation professional shall exercise reasonable care and diligence, and shall apply the knowledge and skill ordinarily exercised by licensed site remediation professionals in good standing practicing in the State at the time the services are performed" and Marathon warrants that it shall do so. THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, by Marathon. This Agreement is solely for the benefit of the Client and its successors. There is no third-party beneficiary to this Agreement.
11. If Marathon turns over for collection or legal action any overdue invoice, Client agrees to pay, in addition to damages and interest as permitted by law, all costs and expenses (including reasonable attorney fees where recovery of same is not prohibited by law). Reasonable attorney fees is defined as either the amount of fifteen percent (15%) of the total unpaid balance due or the attorneys' fees actually incurred by Marathon, which election shall be made by Marathon at the time of collection and/or judgment. Client also specifically agrees to pay Marathon's reasonable attorney's fees and costs incurred in collecting or satisfying any judgment that may be recovered by Marathon.

12. No right or remedy herein conferred upon or reserved to Marathon is intended to be exclusive of any other right or remedy provided herein or by law, but each shall be cumulative and in addition to every other right or remedy given herein or now or hereafter existing at law or in equity.
13. In the event that Marathon is served with a subpoena or is otherwise required by issuance of any order, rule or decision to attend a deposition, arbitration or other judicial or administrative proceeding, and give testimony or produce documents regarding any matter related to the project and/or services performed under this Agreement, Client understands and agrees that Marathon shall be compensated for the actual hours expended at such proceeding and in preparation therefor and in travel to and from such proceeding, and document reproduction costs and administrative costs. This Section shall survive the expiration or termination of this Agreement.
14. This Agreement shall be construed by the laws of the State of New Jersey. If there is a conflict or inconsistency between any express term or condition in the Proposal and these LSRP Terms & Conditions (including the SRRRA and the Regulations, and any amendments as may occur from time to time, that are incorporated by reference in these LSRP Terms & Conditions), then the LSRP Terms & Conditions shall take precedent. In the event of a conflict between these LSRP Terms & Conditions and the SRRRA and the Regulations, then the SRRRA and the Regulations shall take precedent. The Proposal and these LSRP Terms & Conditions, including any attachments thereto, represent the entire agreement and understanding between the Parties regarding the subject matter hereof and supersedes any and all prior and contemporaneous proposals, agreements, representations, understandings and negotiations between the Parties hereto, whether oral or written, with respect to the subject matter hereof.
15. This Agreement may be modified or amended only by a writing signed by the Parties hereto and explicitly referencing this Agreement. A failure or delay of any party to this Agreement to enforce any of the provisions hereof or to require performance of any provision hereof shall in no way be construed to be a waiver of such provisions.
16. If any provision or provisions contained herein shall contravene or be invalid under applicable law, such contravention or invalidity shall not invalidate the whole Agreement, but the Agreement shall be construed as not containing the particular provision or provisions held to be invalid and the rights and obligations of the Parties shall be construed and enforced accordingly.