



**TTI ENVIRONMENTAL, INC.**  
Consulting & Contracting

1253 North Church Street, Moorestown, NJ 08057  
www.ttienv.com o 856-840-8800 f 856-840-8815

August 7, 2024

Via email

Rick Hawco, CPWM/CRP  
Public Works Superintendent  
Borough of Oaklyn  
500 White Horse Pike  
Oaklyn, NJ 08107

RE: Licensed Site Remediation Professional (LSRP) Services  
TTI Proposal No. 24-1125R1

Dear Rick Hawco:

TTI Environmental, Inc. ("TTI") is pleased to provide Borough of Oaklyn ("Client") with this proposal to provide Licensed Site Remediation Professional (LSRP) services.

Site: Former Oaklyn Swimming Club  
Manheim Avenue, Block 56, Lots 8, 9, and 9.01  
Oaklyn, NJ 08107

#### **BACKGROUND**

TTI performed environmental due diligence at the site as a part of redevelopment planning for the Borough of Oaklyn. Environmental due diligence included a Phase I and Phase II Environmental Site Assessment (Phase I/Phase II). The Phase I dated March 25, 2024 documented the following Recognized Environmental Condition (REC) associated with the site:

- REC 1: Fill Material for In-Ground Pools - the former Oaklyn Swim Club formerly utilized three in-ground swimming pools including a kiddie pool, lap pool and diving pool. The in-ground pools were partially demolished and filled with a mix of the concrete from the pools, crushed concrete, and soil from Collingswood High School and two local cemeteries. No clean fill receipts existed for the backfill material. The kiddie pool and diving pool were back-filled with 580 cubic yards of soil from Collingswood High School and the lap pool was back-filled with 570 cubic yards of soil from two local cemeteries and 120 cubic yards of crushed concrete obtained from Hargrove Recycling in Camden, New Jersey.



The source of the backfill material for Collingswood High School and cemeteries was researched and deemed as acceptable for due diligence purposes. However, A Phase II was performed for the lap pool area. A Phase II was completed on July 12, 2024 and included the collection of five samples of the backfill material. Samples were analyzed for TCL/TAL (VOCs, B/Ns, pesticides, PCBs, and TAL metals). Results yielded polycyclic aromatic hydrocarbons (PAHs), polychlorinated biphenyls (PCBs) and arsenic above NJDEP Residential and Non-Residential Ingestion-Dermal Soil Remediation Standards (R/NRID-SRS). The exceedances constitute a release that require closure under the oversight of a LSRP.

#### **SCOPE OF WORK**

TTI has developed a scope of work to provide LSRP services. The scope of work will consist of the following activities:

- Confirmed Discharge Notification (CDN)
- LSRP Retention and Annual Fee Form
- Project Management

It is TTI's understanding that Key Engineers, on behalf of Borough of Oaklyn, reported the discharge to NJDEP on August 2, 2024. Case Number 24-08-02-1442-32 has been assigned to the site.

#### **Confirmed Discharge Notification**

TTI shall report the discharge to the NJDEP Spill Hotline, and a case number will be assigned to the site. A Confirmed Discharge Notification (CDN) form must be submitted to the NJDEP through the Online Portal. The CDN initiates an activity for the site, which enables the LSRP to retain. This form must be executed by the Responsible Party (RP). The CDN must be submitted 14 days following the report of the release (i.e. August 16, 2024).

#### **LSRP Retention and Annual Fee Form**

TTI shall assign an on-staff LSRP to the case. The LSRP must be retained within 45 days from the discharge reported. It is noted that a RP must be identified, and a signatory must be established. In addition, the LSRP of record shall complete the NJDEP's Annual Fee Form via the online portal. The completion of this form will generate an invoice that will be sent to the RP annually and must be paid directly to the NJDEP. The annual fee amount is based on the number of AOCs, and the media impacted.



### **Project Management**

TTI shall communicate with client regarding all forms necessary to submit the CDN and complete LSRP retention. TTI shall also be available for discussions and meetings with the client. TTI will provide a scope of work and workplan to complete the Site Investigation (SI) in accordance with NJDEP guidance, N.J.A.C. 7:26E, and N.J.S.A. 58:10B.

### **COST**

The cost for this Work as outlined in Scope of Work in this proposal is a Lump Sum Fee: \$1,385.00 (see attached Cost Detail).

Quantities shown for equipment, analytical, and materials are estimates only. Client shall be billed at actual quantity times unit cost.

### **AUTHORIZATION TO PROCEED**

TTI is prepared to begin this project immediately upon receipt of authorization to proceed and retainer, if required. Client may authorize TTI to conduct this work by signing this proposal and returning it to us with the retainer. You may expedite authorization by scanning us a copy of the signature page and retainer check, and then mailing the original items.

### **SCHEDULE & TIMING**

Weekend/Holidays – All work related to this project shall be performed Monday through Friday during normal business hours, 8:00 AM to 5:00 PM, excluding holidays. Work requested to be performed on weekends, holidays or outside normal business hours shall be invoiced at 1.5 times the hourly rate as shown in the attached Table of Rates.

### **DELIVERABLES**

The deliverables for this agreement will be copies of forms submitted to NJDEP. TTI will also provide a plan to complete the next investigation phase. Documents will be submitted in electronic format.

### **CONSULTING**

The quoted price includes professional labor for field investigation and reporting. Should Client require consultation related to the finding of this project, TTI shall provide consulting services per the enclosed Table of Rates.



Thank you for the opportunity to provide you with this proposal for professional services. If you have any questions, please feel free to contact us at any time.

Sincerely,

TTI ENVIRONMENTAL, INC.

*David M DiPascale*

David DiPascale, LSRP  
Project Manager

Exhibits: Table of Rates  
Terms & Conditions  
LSRP Terms and Conditions  
Cost Detail & Payment QR Code

PROJECT AUTHORIZATION:

| Proposal and Exhibits Accepted and Authorized by:                                                 |                              |
|---------------------------------------------------------------------------------------------------|------------------------------|
| Borough of Oaklyn<br>500 White Horse Pike<br>Oaklyn, NJ 08107<br><b>Lump Sum Cost: \$1,385.00</b> |                              |
| <br>Signature  | 8-7-24<br>Date               |
| RICHARD HAWCO<br>Print Name                                                                       | D.R.W. SEPT.<br>Title        |
| R.HAWCO@OAKLYN-NJ.NET<br>Email                                                                    | 856-833-6118<br>Office Phone |
| 609-685-9069<br>Cell Phone                                                                        | 856-854-0150<br>Fax Number   |

## Exhibit A: Table of Rates



***Table of Rates***

The cost to conduct additional work outside this Scope of Work will be billed on the following rates:

|                           |               |
|---------------------------|---------------|
| Principal                 | \$190.00/hour |
| Director                  | \$175.00/hour |
| LSRP                      | \$160.00/hour |
| Senior Project Manager    | \$135.00/hour |
| Project Manager           | \$120.00/hour |
| Environmental Associate 2 | \$100.00/hour |
| Environmental Associate 1 | \$85.00/hour  |
| GIS/CAD                   | \$85.00/hour  |
| Technical Administrator   | \$70.00/hour  |

## **Exhibit B: Terms & Conditions**



### ***Terms & Conditions***

#### **Warranty**

TTI warrants that its services are performed in accordance with the standards for professional services at the time those services are rendered. TTI warrants that it is familiar with the State, Federal and local laws and regulations governing the services to be provided under this contract and further warrants that it will comply fully with all such laws and regulations, including obtaining any required permits or making any required filings, in the performance of the work covered by this contract. TTI agrees to notify **Client** immediately of any occurrence or condition associated with its performance of services that might require notification to regulatory authorities. Except as provided herein, no other warranty or representation, either express or implied is included or intended in its proposals, contracts, and reports.

#### **Liability**

TTI's pollution/professional liability shall not exceed \$6,000,000 per occurrence.

TTI's general liability shall not exceed \$6,000,000 per occurrence/\$7,000,000 aggregate.

TTI's automobile liability for bodily injury/property damage shall not exceed \$6,000,000 per occurrence.

#### **Payment/Invoicing**

Invoices will be issued at the completion of work, delivery of materials and/or the end of each month, payable net ten (10) days from the date of the invoice.

TTI Environmental, Inc. offers clients the convenience and ability to use credit cards (MasterCard, Visa and American Express) to pay for the services ordered and performed by TTI. For this service a fee of 3% of the total to be invoiced will be added to the bill. Information required to utilize this service includes the name of the credit card, credit card number, date of expiration and the name on the credit card (account holder). All information regarding a client's credit card will be held in the strictest confidence by the Accounting Department of TTI.

Interest of 1 1/2% per month (but not exceeding the maximum rate allowable by law) will be payable on any amount not paid within 30 days, payment thereafter to be applied first to accrued interest and then to the principal unpaid amount. Any attorney's fees or other costs in collecting any delinquent amount shall be paid by **Client**.

In the event that **Client** requests termination of the work prior to the completion of a report, TTI reserves the right to complete such analyses and records as are necessary to place its files in order and where considered by it necessary to protect its professional reputation, to complete a report on the work performed to date. A termination charge to cover the cost thereof in an amount not to exceed 30% of all charges incurred up to date of the stoppage of the work may, at the discretion of TTI be made.

The pricing quoted herein will remain in effect for a period of 60 days from the date of this quotation. After this time period, TTI reserves the right to revise the quotation. This proposal is based on regulations currently in effect. Should any regulations change, TTI reserves the right to amend this proposal.





**Confidentiality**

TTI proposes to perform these services on a confidential basis on behalf of **Client**. Our personnel and/or subcontractors involved in these studies would be instructed about the confidential nature of these tasks, such that neither the nature of our work nor our findings would be disclosed to others without your permission or unless legally required.

## **Exhibit C: LSRP Terms and Conditions**



### ***LSRP Terms & Conditions***

This Agreement is made and entered into by and between TTI Environmental, Inc., hereinafter referred to as "TTI", and Client hereinafter referred to as "Client."

For services under this Agreement that require the engagement of a Licensed Site Remediation Professional ("LSRP") registered with and subject to the laws, regulations, and guidance promulgated by the state of New Jersey, the New Jersey Department of Environmental Protection ("NJDEP"), including the Site Remediation Reform Act ("SRRRA," 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 et seq.), the Technical Requirements for Site Remediation ("TRSR," N.J.A.C. 7:26E et seq.), and regulations promulgated by the LSRP Licensing Board (together the "LSRP Program") LSRP Terms and Conditions will apply as an amendment to the Standard Terms and Conditions.

#### **1. Historic Environmental Records & Site Access**

Client shall provide to TTI Environmental Inc. all information known about the Property/Site 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 TTI Environmental Inc. any additional information about the Property/Site that becomes known to the Client.

Client shall be fully responsible for obtaining the necessary authorization to allow the LSRP Firm, the LSRP, its agents, subcontractors and representatives to have access to the Site and structures thereon at reasonable times throughout the term of this agreement.

#### **2. LSRP and Responsible Party Obligations**

Client understands, acknowledges, and agrees that in the event that the LSRP's obligations under the LSRP Program conflict in any way with the terms and conditions of this Agreement or the wishes or intentions of Client, the LSRP is bound by law to comply with the requirements of the LSRP Program.

Failure by the Client or person responsible for conducting the remediation to perform in accordance with the LSRP Program may result in NJDEP taking enforcement actions including, fines and penalties, and/or requiring direct NJDEP oversight. The Client acknowledges that failure to strictly adhere to the requirements of the LSRP program also may result in the assignment of direct oversight NJDEP case management to the project. The imposition of NJDEP direct oversight may result in project delays and substantially increased costs to the Client. The LSRP is not responsible for the failure to meet a deadline, if the deadline cannot be satisfied because Client has not provided adequate financial resources and/or has failed to timely provide information and data necessary for the LSRP to complete the submission.

Client acknowledges that their failure to make payment in accordance with the compensation terms of the Contract shall constitute a breach of the Contract and shall relieve TTI Environmental Inc. from any further obligation or liability to continue work on the property/site. The client agrees not to hold TTI Environmental Inc or the TTI Environmental Inc. employed LSRP or other TTI Environmental Inc. personnel, liable for adhering to the reporting obligations and all other obligations mandated by the LSRP program and SRRRA.



If, for whatever reason, the person responsible for conducting the remediation of a discharge at the property chooses to stop, delay or halt the remedial work, this shall constitute a breach of the Contract, and TTI Environmental Inc. and the TTI Environmental, Inc. employed LSRP shall be relieved from any further obligation from performing work under this Contract, including preparing reports for work already performed.

### **3. Professional Standards of Care and Long Term Effectiveness**

The Client acknowledges that while the work performed by the TTI Environmental Inc. and the TTI Environmental, Inc. employed LSRP shall be performed in accordance with the LSRP Program, and professional industry standards, TTI Environmental Inc. and the TTI Environmental, Inc. employed LSRP do not guarantee the long-term effectiveness of the remedial work.

- Remedy failure can be caused by many factors and no claim of liability, loss, or damage shall be brought against the TTI Environmental Inc. or the TTI Environmental, Inc. employed LSRP by the Client and/or person responsible for conducting the remediation; and
- The issuance of an RAO by the TTI Environmental, Inc. employed LSRP is not a guarantee or warranty that the site is free of contamination, that the remediation complies with all legal requirements, or that the RAO will be accepted by NJDEP.

TTI Environmental Inc. and the TTI Environmental Inc. employed LSRP shall conduct all work in accordance with professional industry standards and New Jersey law. TTI Environmental Inc. and the TTI Environmental Inc. employed LSRP shall recommend to the Client the remedial work that is necessary to address all environmental issues at the Property/Site in accordance with NJDEP's Technical Requirements for Site Remediation (and related guidance documents). In rendering opinions, an LSRP's standard of care and skill will be measured against the level of reasonable care and diligence applying the knowledge and skill ordinarily exercised by other competent and reputable LSRPs in good standing, operating under similar circumstances, and during the same time period. The NJDEP may have legitimate differences in judgment that do not necessarily constitute a departure from this standard of care.

### **4. Remedial Action Objectives, Presumptive Remedies and RAO Conditions**

Upon completion of all required remedial activities for all identified areas of concern, and once the TTI Environmental Inc. employed LSRP has determined that the investigation and remediation is fully protective of public health and safety and the environment, the TTI Environmental Inc. employed LSRP will issue a Response Action Outcome (RAO) in lieu of the former NJDEP issued No Further Action (NFA) letter and Covenant Not to Sue. The TTI Environmental Inc. employed LSRP will make this determination based on the remediation conducted, supervised and reviewed, and ultimately accepted by the TTI Environmental Inc. employed LSRP using independent professional experience. In accordance with SRRA, the TTI Environmental Inc. employed LSRP is authorized to memorialize the completion of remediation by issuing an RAO to the person responsible for conducting the remediation which renders their opinion that the Property/Site has been remediated in accordance with all applicable statutes, regulations and guidance.

Client acknowledges that the NJDEP has established presumptive remedies for certain end uses, such as residential development, schools and childcare facilities which must be adhered to.



Client acknowledges that an RAO is subject to a three (3) year period, during which time the NJDEP may inspect, audit, modify or rescind the RAO if the remediation is deemed not to be protective of public health and safety and the environment.

- In the event of an inspection, review, or audit by NJDEP, TTI Environmental Inc. and the TTI Environmental, Inc. employed LSRP are not responsible for additional requirements imposed by NJDEP during an inspection, review, or audit. Furthermore, any additional requirements imposed by NJDEP after the issuances of the RAO shall be considered as outside the approved scope of work under this Contract. Additional time, materials and expenses required to address NJDEP or other party inquiries, audit findings or questions shall be provided to the Client under an agreed amendment to this contract or a new contract.

#### **5. LSRP Code of Conduct**

An LSRP is required to abide by a professional code of conduct established in the LSRP Program. This includes:

- An LSRP's highest priority in the performance of professional services shall be the protection of public health and safety and the environment; and
- An LSRP shall exercise reasonable care and diligence, and shall apply the knowledge and skill ordinarily exercised by other reputable and competent LSRPs in good standing practicing in the State at the time the services are performed.

#### **6. Records Retention Requirements**

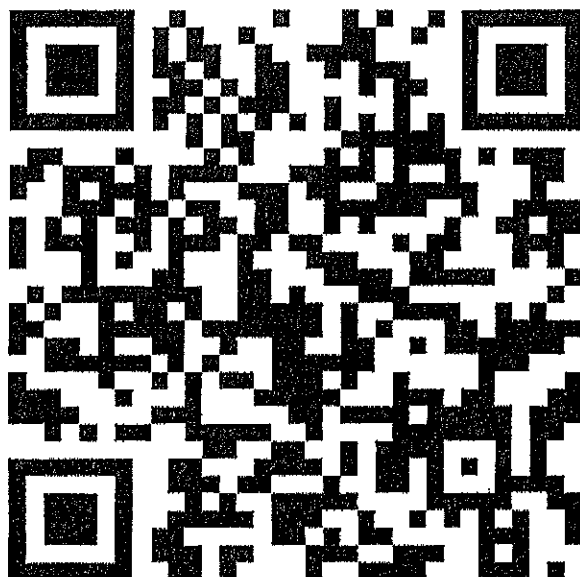
An LSRP has an obligation to submit documents to NJDEP that verify the remediation process in accordance with applicable NJDEP regulations and guidance in effect at the time the document was submitted and provide evidence that the remedy was protective of public health and safety and the environment.

- An LSRP has an obligation and responsibility under the LSRP Program to maintain and preserve all documents that were reviewed, relied upon, or prepared as part of the remediation. These documents shall be provided by the retained LSRP to NJDEP electronically at the time a key document or Response Action Outcome ("RAO") is submitted to NJDEP.
- Confidential documents, e.g. those prepared by counsel or by the retained LSRP under attorney-Client work product privilege, may be excluded from the submission and/or record retention requirement provided they have been characterized as such by the Client or the party responsible for conducting the remediation.

#### **7. Dismissal**

In the event that the Responsible Party no longer requires LSRP services, TTI shall submit the required LSRP dismissal form via the NJDEP's online portal. A fee shall be charged per the Table of Rates on **Exhibit C** of this proposal.

## **Exhibit D: Cost Detail & Payment QR Code**



<https://ttienvinc.com/company/payment/>



**TTI ENVIRONMENTAL, INC.**  
Consulting & Contracting

1253 North Church Street, Moorestown, NJ 08057  
www.ttienv.com o 856-840-8800 f 856-840-8815

March 19, 2025

Via email: r.hawco@oaklyn-nj.net

Rick Hawco  
Borough of Oaklyn  
500 White Horse Pike  
Oaklyn, NJ, 08017

RE: Remedial Action Workplan  
TTI Project No. 25-453  
PI No. Program Interest No. 1069373  
Case No: 24-08-02-1442-32

Dear Rick Hawco:

TTI Environmental, Inc. ("TTI") is pleased to provide Borough of Oaklyn ("Client") with this proposal to prepare a Remedial Action Workplan.

Site: Former Oaklyn Swim Club  
300 Manheim Avenue  
Oaklyn, NJ 08107

#### **BACKGROUND**

TTI is retained by Borough of Oaklyn to perform environmental investigations associated with contaminated material located in a former lap pool. TTI performed environmental due diligence and recommended sampling of the unknown backfill material in the lap pool. Analytical results yielded arsenic, polychlorinated biphenyls (PCBs) and polycyclic aromatic hydrocarbons (PAHs) above NJDEP Residential and Non-Residential Soil Remediation Standards (SRS).

TTI conducted soil delineation in order to define the horizontal and vertical extent of contamination. Soil contamination was determined to be widespread throughout the backfill material. As the concrete pool walls are still in place, horizontal delineation was completed to the edge of the pool walls. Vertical





delineation was achieved for PAH and arsenic concentrations at eight feet below grade. TTI was unable to vertically delineate PCBs to a depth of ten feet below grade. However, soil analytical results from four and a half to 10 feet below grade indicate a decreasing trend in PCB concentrations. TTI is estimating PCB concentrations to be below SRS at approximately twelve feet below grade. TTI submitted the SI/RI Report to the NJDEP on March 17th and 18th, 2025.

## **SCOPE OF WORK**

### **Remedial Action Workplan**

TTI shall prepare a Remedial Action Workplan (RAWP) in accordance with N.J.A.C. 7:26E-5.5. the person responsible for conducting the remediation shall prepare and submit to the NJDEP prior to implementation, a RAWP for each area of concern requiring remedial action, unless a final remediation document for unrestricted use is filed with the NJDEP with one year after the earliest applicable requirement to remediate, pursuant to N.J.A.C. 7:26C-2.2. TTI's proposed remedial strategy will include excavating and disposing soils offsite and backfilling with certified clean fill material.

### **Project Management**

TTI will be available for meetings and correspondence with Borough of Oaklyn, Key Engineers and NJDEP, as necessary.

### **COST**

The cost for this Work as outlined in Scope of Work in this proposal is a Lump Sum Fee: \$4,630.00 (see attached Cost Detail in Exhibit D).

### **AUTHORIZATION TO PROCEED**

TTI is prepared to begin this project immediately upon receipt of authorization to proceed. Client may authorize TTI to conduct this work by signing and returning this proposal.

### **SCHEDULE & TIMING**

Weekend/Holidays – All work related to this project shall be performed Monday through Friday during normal business hours, 8:00 AM to 5:00 PM, excluding holidays. Work requested to be performed on weekends, holidays or outside normal business hours shall be invoiced at 1.5 times the hourly rate as shown in the attached Table of Rates in Exhibit A.



## DELIVERABLES

This agreement is for one (1) electronic copy of the report (or link to a downloadable report) delivered via email. The requested due date shall be satisfied via e-mail submission.

Should Client require delivery of bound, hard copy reports using priority services (i.e. Federal Express), fees associated with these services shall be charged at cost plus 10%.

## CONSULTING

The quoted price includes professional labor for field investigation and reporting. Should Client require consultation related to the finding of this project, TTI shall provide consulting services per the enclosed Table of Rates in Exhibit A.

Thank you for the opportunity to provide you with this proposal for professional services. If you have any questions, please feel free to contact us at any time.

Sincerely,

**TTI ENVIRONMENTAL, INC.**

---

Matthew Scott  
Senior Project Manager

Exhibits: Table of Rates  
Terms & Conditions  
LSRP Terms & Conditions  
Cost Detail & Payment QR Code



PROJECT AUTHORIZATION

|                                                                                            |              |
|--------------------------------------------------------------------------------------------|--------------|
| <i>Proposal and Exhibits Accepted and Authorized By:</i>                                   |              |
| Borough of Oaklyn<br>500 White Horse Pike<br>Oaklyn, NJ 08017<br>Lump Sum Cost: \$4,630.00 |              |
|           | 3-20-25      |
| Signature                                                                                  | Date         |
| RIK HAWCO                                                                                  | DPW Supt.    |
| Print Name                                                                                 | Title        |
| R.HAWCO@OAKLYN-NJ.NET                                                                      | 833-6018     |
| Email                                                                                      | Office Phone |
| 609-685-9069                                                                               | 856-854-0180 |
| Cell Phone                                                                                 | Fax Number   |



## Exhibit A: Table of Rates



***Table of Rates***

The cost to conduct additional work outside this Scope of Work will be billed on the following rates:

|                           |               |
|---------------------------|---------------|
| Principal                 | \$195.00/hour |
| Director                  | \$180.00/hour |
| LSRP                      | \$165.00/hour |
| Senior Project Manager    | \$140.00/hour |
| Project Manager           | \$125.00/hour |
| Environmental Associate 2 | \$105.00/hour |
| Environmental Associate 1 | \$90.00/hour  |
| GIS/CAD                   | \$90.00/hour  |
| Technical Administrator   | \$70.00/hour  |



## **Exhibit B: Terms & Conditions**



## **GENERAL TERMS & CONDITIONS – ENVIRONMENTAL CONSULTING**

### *Warranty*

TTI warrants that its services are performed in accordance with the standards for professional services at the time those services are rendered. TTI warrants that it is familiar with the State, Federal and local laws and regulations governing the services to be provided under this contract and further warrants that it will comply fully with all such laws and regulations, including obtaining any required permits or making any required filings, in the performance of the work covered by this contract. TTI agrees to notify **Client** immediately of any occurrence or condition associated with its performance of services that might require notification to regulatory authorities. Except as provided herein, no other warranty or representation, either express or implied is included or intended in its proposals, contracts, and reports.

### *Liability*

TTI's pollution/professional liability insurance shall not exceed \$6,000,000 for total allowable losses.

TTI's liability for bodily injury and property damage insurance shall not exceed \$6,000,000 per occurrence/ \$7,000,000 aggregate.

TTI's automobile liability for bodily injury/property damage insurance shall not exceed \$6,000,000 per occurrence.

TTI maintains Cyber Liability Insurance with a policy limit of \$1,000,000. This insurance provides coverage for incidents involving data breaches, cyberattacks, or other technology-related liabilities as may arise during the performance of our services. The coverage is intended to protect against potential risks related to the unauthorized access, use, or disclosure of sensitive data, and mitigate associated damages.

### *Payment Terms – Invoicing*

Invoices will be issued at the completion of work, delivery of materials and/or the end of each month, payable net ten (10) days from the date of the invoice.

**TTI Environmental, Inc.** offers clients the convenience and ability to use credit cards (MasterCard, Visa, American Express and PayPal) to pay for the services ordered and performed by TTI. Go to <https://ttienvinc.com/company/payment/> and select Make Payment in the top right corner to process. You may also use this QR payment code:



Interest of 1 1/2% per month (but not exceeding the maximum rate allowable by law) will be payable on any amount not paid within 30 days, payment thereafter to be applied first to accrued interest and then to the principal unpaid amount. Any attorney's fees or other costs in collecting any delinquent amount shall be paid by the **Client**.

In the event that the **client** requests termination of the work prior to the completion of a report, TTI reserves the right to complete such analyses and records as are necessary to place its files in order and where considered by it necessary to protect its professional reputation, to complete a report on the work performed to date. A



termination charge may be issued at the discretion of TTI to cover the cost thereof in an amount not to exceed 30% of all charges incurred up to date of the stoppage of the work.

The pricing quoted herein will remain in effect for a period of 60 days from the date of this quotation. After this time period, TTI reserves the right to revise the quotation. This proposal is based on regulations currently in effect. Should any regulations change, TTI reserves the right to amend this proposal.

Should this contract extend past one year, TTI reserves the right to elevate labor rates.

*Confidentiality*

TTI proposes to perform these services on a confidential basis on behalf of **Client**. Our personnel and/or subcontractors involved in these studies would be instructed about the confidential nature of these tasks, such that neither the nature of our work nor our findings would be disclosed to others without your permission or unless legally required.

*Notifications*

TTI will not report a discharge to any government agency during the due diligence process unless instructed by **Client**. The regulatory responsibility to report a discharge or harmful condition will be communicated to **Client** in writing.

*Release of Data*

TTI shall not release data or reports unless the data is deemed public record. In addition, TTI will not share data or information if payment for services has not been satisfied. TTI reserves the right to charge an administrative fee for preparation of deliverables.

*Reliance*

Upon approval from Client, TTI shall extend third party reliance of this ESA. TTI requires a fee of \$300.00 for preparation of the Reliance Letter.





## **Exhibit C: LSRP Terms and Conditions**



### ***LSRP Terms & Conditions***

This Agreement is made and entered into by and between TTI Environmental, Inc., hereinafter referred to as "TTI", and Client hereinafter referred to as "Client."

For services under this Agreement that require the engagement of a Licensed Site Remediation Professional ("LSRP") registered with and subject to the laws, regulations, and guidance promulgated by the state of New Jersey, the New Jersey Department of Environmental Protection ("NJDEP"), including the Site Remediation Reform Act ("SRRRA," 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 et seq.), the Technical Requirements for Site Remediation ("TRSR," N.J.A.C. 7:26E et seq.), and regulations promulgated by the LSRP Licensing Board (together the "LSRP Program") LSRP Terms and Conditions will apply as an amendment to the Standard Terms and Conditions.

#### **1. Historic Environmental Records & Site Access**

Client shall provide to TTI Environmental Inc. all information known about the Property/Site 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 TTI Environmental Inc. any additional information about the Property/Site that becomes known to the Client.

Client shall be fully responsible for obtaining the necessary authorization to allow the LSRP Firm, the LSRP, its agents, subcontractors and representatives to have access to the Site and structures thereon at reasonable times throughout the term of this agreement.

#### **2. LSRP and Responsible Party Obligations**

Client understands, acknowledges, and agrees that in the event that the LSRP's obligations under the LSRP Program conflict in any way with the terms and conditions of this Agreement or the wishes or intentions of Client, the LSRP is bound by law to comply with the requirements of the LSRP Program.

Failure by the Client or person responsible for conducting the remediation to perform in accordance with the LSRP Program may result in NJDEP taking enforcement actions including, fines and penalties, and/or requiring direct NJDEP oversight. The Client acknowledges that failure to strictly adhere to the requirements of the LSRP program also may result in the assignment of direct oversight NJDEP case management to the project. The imposition of NJDEP direct oversight may result in project delays and substantially increased costs to the Client. The LSRP is not responsible for the failure to meet a deadline, if the deadline cannot be satisfied because Client has not provided adequate financial resources and/or has failed to timely provide information and data necessary for the LSRP to complete the submission.

Client acknowledges that their failure to make payment in accordance with the compensation terms of the Contract shall constitute a breach of the Contract and shall relieve TTI Environmental Inc. from any further obligation or liability to continue work on the property/site. The client agrees not to hold TTI Environmental Inc or the TTI Environmental Inc. employed LSRP or other TTI Environmental Inc. personnel, liable for adhering to the reporting obligations and all other obligations mandated by the LSRP program and SRRRA.



If, for whatever reason, the person responsible for conducting the remediation of a discharge at the property chooses to stop, delay or halt the remedial work, this shall constitute a breach of the Contract, and TTI Environmental Inc. and the TTI Environmental, Inc. employed LSRP shall be relieved from any further obligation from performing work under this Contract, including preparing reports for work already performed.

### **3. Professional Standards of Care and Long Term Effectiveness**

The Client acknowledges that while the work performed by the TTI Environmental Inc. and the TTI Environmental, Inc. employed LSRP shall be performed in accordance with the LSRP Program, and professional industry standards, TTI Environmental Inc. and the TTI Environmental, Inc. employed LSRP do not guarantee the long-term effectiveness of the remedial work.

- Remedy failure can be caused by many factors and no claim of liability, loss, or damage shall be brought against the TTI Environmental Inc. or the TTI Environmental, Inc. employed LSRP by the Client and/or person responsible for conducting the remediation; and
- The issuance of an RAO by the TTI Environmental, Inc. employed LSRP is not a guarantee or warranty that the site is free of contamination, that the remediation complies with all legal requirements, or that the RAO will be accepted by NJDEP.

TTI Environmental Inc. and the TTI Environmental Inc. employed LSRP shall conduct all work in accordance with professional industry standards and New Jersey law. TTI Environmental Inc. and the TTI Environmental Inc. employed LSRP shall recommend to the Client the remedial work that is necessary to address all environmental issues at the Property/Site in accordance with NJDEP's Technical Requirements for Site Remediation (and related guidance documents). In rendering opinions, an LSRP's standard of care and skill will be measured against the level of reasonable care and diligence applying the knowledge and skill ordinarily exercised by other competent and reputable LSRPs in good standing, operating under similar circumstances, and during the same time period. The NJDEP may have legitimate differences in judgment that do not necessarily constitute a departure from this standard of care.

### **4. Remedial Action Objectives, Presumptive Remedies and RAO Conditions**

Upon completion of all required remedial activities for all identified areas of concern, and once the TTI Environmental Inc. employed LSRP has determined that the investigation and remediation is fully protective of public health and safety and the environment, the TTI Environmental Inc. employed LSRP will issue a Response Action Outcome (RAO) in lieu of the former NJDEP issued No Further Action (NFA) letter and Covenant Not to Sue. The TTI Environmental Inc. employed LSRP will make this determination based on the remediation conducted, supervised and reviewed, and ultimately accepted by the TTI Environmental Inc. employed LSRP using independent professional experience. In accordance with SRRA, the TTI Environmental Inc. employed LSRP is authorized to memorialize the completion of remediation by issuing an RAO to the person responsible for conducting the remediation which renders their opinion that the Property/Site has been remediated in accordance with all applicable statutes, regulations and guidance.

Client acknowledges that the NJDEP has established presumptive remedies for certain end uses, such as residential development, schools and childcare facilities which must be adhered to.



Client acknowledges that an RAO is subject to a three (3) year period, during which time the NJDEP may inspect, audit, modify or rescind the RAO if the remediation is deemed not to be protective of public health and safety and the environment.

- In the event of an inspection, review, or audit by NJDEP, TTI Environmental Inc. and the TTI Environmental, Inc. employed LSRP are not responsible for additional requirements imposed by NJDEP during an inspection, review, or audit. Furthermore, any additional requirements imposed by NJDEP after the issuances of the RAO shall be considered as outside the approved scope of work under this Contract. Additional time, materials and expenses required to address NJDEP or other party inquiries, audit findings or questions shall be provided to the Client under an agreed amendment to this contract or a new contract.

#### **5. LSRP Code of Conduct**

An LSRP is required to abide by a professional code of conduct established in the LSRP Program. This includes:

- An LSRP's highest priority in the performance of professional services shall be the protection of public health and safety and the environment; and
- An LSRP shall exercise reasonable care and diligence, and shall apply the knowledge and skill ordinarily exercised by other reputable and competent LSRPs in good standing practicing in the State at the time the services are performed.

#### **6. Records Retention Requirements**

An LSRP has an obligation to submit documents to NJDEP that verify the remediation process in accordance with applicable NJDEP regulations and guidance in effect at the time the document was submitted and provide evidence that the remedy was protective of public health and safety and the environment.

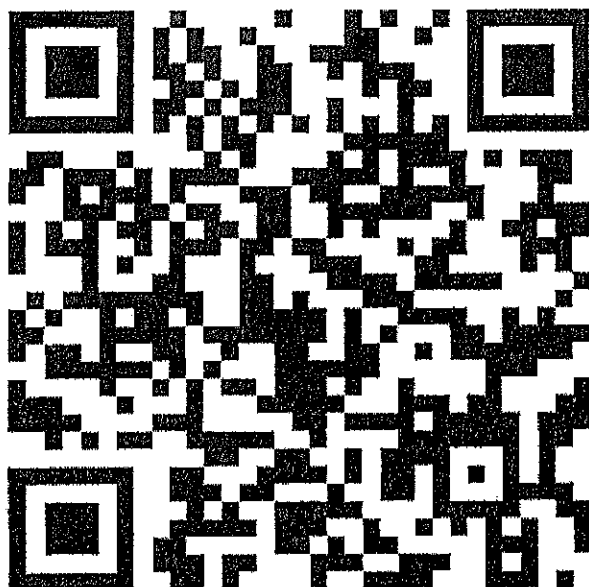
- An LSRP has an obligation and responsibility under the LSRP Program to maintain and preserve all documents that were reviewed, relied upon, or prepared as part of the remediation. These documents shall be provided by the retained LSRP to NJDEP electronically at the time a key document or Response Action Outcome ("RAO") is submitted to NJDEP.
- Confidential documents, e.g. those prepared by counsel or by the retained LSRP under attorney-Client work product privilege, may be excluded from the submission and/or record retention requirement provided they have been characterized as such by the Client or the party responsible for conducting the remediation.

#### **7. Dismissal**

In the event that the Responsible Party no longer requires LSRP services, TTI shall submit the required LSRP dismissal form via the NJDEP's online portal. A fee shall be charged per the Table of Rates on Exhibit C of this proposal.



## **Exhibit D: Cost Detail & Payment QR Code**



<https://ttienvinc.com/company/payment/>