

OAK ENVIRONMENTAL

CONSULTING AND SERVICES

June 12, 2023

Jawad Salah, Esq.

Emailed to: jsalah@archerlaw.com

**RE: Proposal for Phase I Environmental Site Assessment/Preliminary Assessment
2022 Good Intent Road
Deptford, NJ 08096
Proposal # 230418-2-2**

Dear Jawad Salah,

Oak Environmental Consulting and Services, LLC (Oak) appreciates the opportunity to submit this proposal to prepare a Phase I Environmental Site Assessment (Phase I ESA) and Preliminary Assessment (PA) of the above referenced property (Subject Property). Oak understands the Subject Property is developed with a single building with associated asphalt parking lot. The property is used for educational purposes.

Scope of Work

Oak will prepare a Phase I Environmental Site Assessment (ESA)/Preliminary Assessment (PA) in general accordance with:

- ASTM International (ASTM) E1527-21 Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process (ASTM E1527-21 Phase I Standard).
- The New Jersey Department of Environmental Protection's (NJDEP's) March 2018 Preliminary Assessment Technical Guidance document,
- Technical Requirements for Site Remediation (TRSR; N.J.A.C. 7:26E);

The Phase I/PA will attempt to identify:

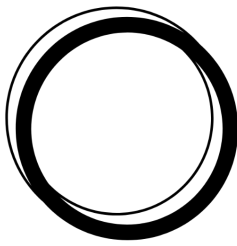
- Recognized Environmental Conditions (RECs) at the Site, as defined by the ASTM E1527-21 Phase I Standard
- Areas of Concern (AOCs) as defined by N.J.A.C. 7:26E-1.8

The Phase I ESA/Preliminary Assessment will include the following tasks:

Site Reconnaissance and Interview

A visual reconnaissance will be conducted of the Subject Property. Oak will record observations of the presence or likely presence of conditions that indicate an existing release, a past release, or a material threat of a release of hazardous substances or petroleum products into structures on the Subject Property or into the ground, groundwater, or surface water of the Subject Property. Where appropriate, Oak will record the following observations during the walk through of the Subject Property.





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- Subject Property and area vegetation for environmental stress and other ecological disturbances.
- Subject Property and area for surface features that would indicate filling, impoundments, underground storage tanks, pipelines, wells, or other surface penetrations.
- Subject Property for the presence of filling or mounding, pits, ponds, or lagoons.
- Areas that are identified that use, treat, store, dispose of or generate hazardous substances and petroleum products and review the status of past and current waste generation and management practices at the Subject Property.
- Subject Property area electrical equipment (e.g., transformers) and substations, as well as labeling that may indicate the owners, polychlorinated biphenyls (PCBs) status, and leakage (note: fluorescent light ballasts will not be individually inspected for PCB-content; however, Oak will note leakage).
- Potable water supply and/or on-site wells (including dry wells, irrigation wells, injection wells, and other wells).
- Wastewater treatment source and/or on-site septic systems.
- General stormwater discharge routes into a drain, ditch, or receiving body of water on or adjacent to the Subject Property.
- Subject Property for floor drains and sumps.
- Stained soil or pavement, including stains or corrosion on floors, walls, or ceilings, except for staining from water.
- Waste handling areas or practices, chemical/industrial processing areas, and general housekeeping practices.

Oak assumes that we will liaise with a designated property owner representative to ensure property site walk coordination and to answer questions or address concerns during our site visit(s). As part of the reconnaissance activities, Oak will make visual observations of immediately adjacent neighboring facilities, to the extent that such observations can be made without entering the premises of the neighboring facilities.

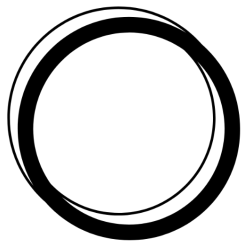
Physical Setting Information

Oak will establish the physical setting for the Subject Property by reviewing a USGS 7.5 Minute Topographic Map showing areas on which that Subject Property is located. Oak will review soil/hydrology and groundwater/hydrology information to the extent it is provided by the environmental database search company (Environmental Data Resources) or in previously prepared reports provided by the client.

Site History

Oak will develop a thorough understanding of the site's history. This may be accomplished through interviews with site personnel and others identified by the site contact as familiar with the subject property, a review of locally available land use records, historical photographs, and topographic maps, etc.





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Oak will make reasonable attempts to interview individuals with specific knowledge of or familiarity with the Subject Property, to the extent that such knowledgeable individuals are identified by the site contact or are identified during the course of other Phase I ESA activities, and that the information likely to be obtained is not duplicative of information obtained from other sources. These individuals may be queried in person, by telephone, or in writing. Oak will review documents concerning past land uses, including available site plans, records concerning past industrial and waste disposal practices, and maps when provided by past and present facility owner(s)/occupant(s).

Oak will gather and report on data regarding hazardous materials/substances, wastewater discharge history, process waste streams, radioactive materials, discharge history, environmental permits, enforcement actions, fill material, waste disposal areas, dumps, landfills, previous or ongoing remediation, protectiveness evaluation of approved remedies, Order of Magnitude, potential Areas of Concern, plans, figures, and drawings.

Agency Record Review

Oak will order site-specific environmental database reports for the Subject Property. Oak will review the report to evaluate whether the Subject Property or neighboring properties (within a specified radius search distance from each Subject Property) are included on the ASTM-specified standard and additional (e.g., local) environmental record sources (e.g., spills, landfills/dumps, leaking underground storage tanks). Where appropriate, Oak will contact state and/or local governmental sources for relevant documents/file information concerning the Subject Property and adjoining properties. Freedom of Information Act (FOIA)/Open Public Records Act (OPRA) requests will be made to the appropriate local and/or state agencies requesting information relative to the Subject Property. Files available at local agencies at the time of the site visit will be reviewed, as time permits. These inquiries may include the following types of governmental agencies:

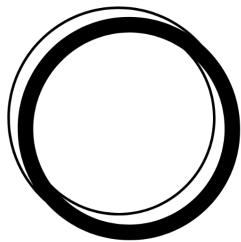
- Federal, state, tribal, and local environmental solid and hazardous waste, wastewater sections, etc.;
- Local fire department;
- Local health/environmental department; and
- Local agencies responsible for building and groundwater permits that document Activity and Use limitations, also referred to as Institutional Controls and Engineering controls, for the Subject Property.

Oak's record review will include those records that are readily available and reasonably ascertainable per the ASTM standard.

Vapor Migration

Oak will evaluate the potential for vapor migration (VM) to impact the Subject Property as required by the ASTM 1527-13 standard. VM is defined as the movement of volatile chemical vapors in soil or groundwater. Oak will not evaluate vapor intrusion (VI) which is defined as the movement of volatile chemical vapors from a source in the subsurface (soil or groundwater) into the indoor air of overlying





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buildings through cracks or other openings. Oak will evaluate the potential for VM to impact the Subject Property in general accordance with the ASTM E2600-22, "Standard Guide for Vapor Encroachment Screening on Property Involved in Real Estate Transactions" (standard guide).

User Responsibilities

Per the ASTM standard, it is the report "user's" (i.e., Client) responsibility to perform certain tasks, which do not require the technical expertise of an Environmental Professional (EP) and are generally not performed by EPs conducting Phase I ESAs. Section 6.0 of the ASTM standard indicates that "reasonably ascertainable recorded land title records and lien records that are filed under federal, tribal, state, or local law should be reviewed to identify environmental liens (EL) or activity and use limitation (AUL), if any, that are currently recorded against the property" and that "any environmental liens or activity and use limitations so identified shall be reported to the EP conducting the Phase I ESA". If you have this information you are required to provide it to the EP. If you do not have this information Oak can conduct an EL and AUL search for an additional fee.

Report Preparation

Oak will compile and prepare a written report for the Subject Property, documenting the scope of work activities and summarizing the results of our assessment. Oak will provide you with a professional opinion and as appropriate, recommendations for further work. The report will include a site location map, site plan, representative site photographs, and supporting documentation, as appropriate.

Project Cost

Oak will perform the above-described scope of work at the Subject Property for a lump sum fee of \$4,300.00 in accordance with the terms and conditions dated June 12, 2023, attached to this proposal.

Project Schedule

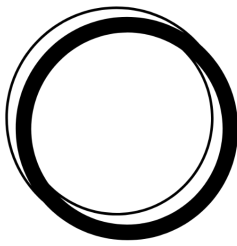
Oak is prepared to begin work on this project immediately upon authorization to proceed. Oak is prepared to conduct site visit beginning the week after the contract is signed. A written report within approximately five weeks of the site visit.

Assumptions

The cost and schedule was prepared based on the following assumptions:

- The Client will arrange unrestricted site access during normal business hours. Oak is provided access to all areas of the Subject Property during normal business hours, and there are no delays in obtaining access. A single mobilization to the Subject Property is included in the proposed costs. If a second mobilization is required, additional costs will be incurred. As needed, the Client or property owner/operator representative will be available to provide operational and site history data input in a timely manner.
- Oak is provided information relative to any valuation reduction issue (e.g. structural or environmental concerns that result in a price reduction); activity or land use restrictions; and





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environmental liens and specialized knowledge of the Subject Property and surrounding properties, of which the Client or property owner/operator representative may be aware.

- An environmental lien search of the Subject Property is not part of this scope of work. An environmental lien search of the Subject Property can be conducted for an additional cost of approximately \$300.00 per parcel.
- Should a third party want to use the report and require a written reliance letter from Oak for their purposes, that third party will be required to enter into a contract with Oak and may be required to pay a fee for use of the report. Final determination on whether or not third parties can use the report for reliance purposes will be at the discretion of Oak.
- Title searches are not included in this proposed scope of work; however, if provided by the Client or property owner/operator representative they will be reviewed.
- A site map or equivalent documentation defining the site boundaries will be available to Oak upon authorization to proceed.
- An evaluation of indoor air quality, explosion hazards, naturally occurring gases (i.e., radon, hydrogen sulfide, methane, etc.), and vapor intrusion are not part of the scope of work.
- Oak will not conduct measurements or collect samples of any environmental media during the Phase I ESA.
- Any additional services beyond the scope of work specified in this proposal will be invoiced on a time and materials basis. The Client will be notified prior to initiation of additional activities.
- Oak scope of work and report format is acceptable to the Client.
- “Non-scope considerations”, as defined by ASTM E1527-21, which are not included in the proposed scope of work, will not be addressed as part of the Phase I ESA.

A cost and/or schedule adjustment may be necessary if changes to these assumptions occur during the course of the project.

Limitations

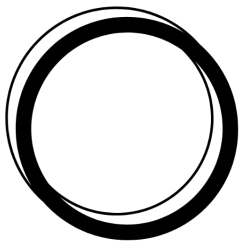
The Client recognizes that in any project it is not always possible to locate or identify all hazardous materials, substances, or wastes within or surrounding the Subject Property. The Client agrees that Oak shall only be required to use reasonable efforts, consistent with the practice of other professionals engaged in similar activity, in the course of fulfilling Oak’s duties under this proposal. Oak is not responsible for conditions or consequences arising from relevant facts that were concealed, withheld, or not fully disclosed at the time the project was performed.

TERMS AND CONDITIONS

These Terms and Conditions, including any Additional Provisions which are or may become applicable to the services described in the **Proposal dated June 12, 2023**, shall also be incorporated by reference into any agreement under which services are to be performed by Oak Environmental Consulting and Services, LLC (Oak) for the Client.

1. PARTIES AND SCOPES OF SERVICES: (a) “Oak” means the company or its division, subsidiary, subcontractor or affiliate performing the work. This “Agreement” consists of OAK’s Proposal, OAK’s Standard Billing Rates and these Terms and Conditions. “Client” means the person or entity ordering the work to be done by OAK. If Client is ordering





OAK ENVIRONMENTAL

CONSULTING AND SERVICES

the work on behalf of another, Client represents and warrants that Client is the authorized agent of the party for the purpose of ordering and directing the work and in such case the term "Client" also includes the principal for whom the work is being performed. (b) The services that OAK will provide are specifically described in the **Proposal dated June 12, 2023**.

2. PERFORMANCE: OAK will conduct services under this Agreement in a manner consistent with that level of care and skill ordinarily exercised by members of OAK's profession currently practicing in the same locality under similar conditions where such services are performed. **OAK MAKES NO OTHER WARRANTY, GUARANTEE, OR CERTIFICATION, EXPRESSED OR IMPLIED, WITH RESPECT TO ANY SERVICES PERFORMED. OAK SHALL NOT BE LIABLE FOR ANY CLAIM, DAMAGE, COST OR EXPENSE, INCLUDING ATTORNEY FEES, OR OTHER LIABILITY OR LOSS NOT CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF OAK.**

3. TERMINATION: This Agreement may be terminated by either party, with or without cause, by providing ten (10) days prior written notice to the non-terminating party. In the event of termination, OAK shall be paid all costs and fees for all work authorized and performed as of the effective date of termination, plus any additional charges agreeable to Client, to cover any final work necessary to bring ongoing work to a logical conclusion. Any rights provided by this Section are in addition to all other rights and remedies that belong to either party.

4. PAYMENT: The lump sum is due upon completion of services/production of written documentation. OAK shall bill for services rendered and reimbursable costs incurred on a monthly basis. Each invoice shall be due upon receipt. Invoices over thirty (30) days past due will be charged a service charge at the rate of One and One-half percent (1½%) per month on the unpaid balance. OAK may, after ten (10) days written notice to Client, suspend performance of services until all past due amounts are paid.

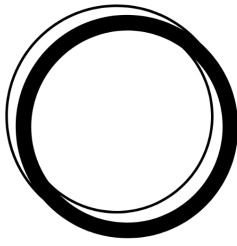
5. INDEMNITY: Client shall indemnify, protect and hold OAK and its officers, directors, shareholders, and agents harmless from and against all liability, claims, demands, losses, damages, expenses and costs (including reasonable attorney fees), related in any way to OAK's performance of services under this Agreement; provided, however, that Client shall not be obligated to indemnify OAK and its officers, directors, shareholders, and agents for any injury or damage caused by the negligence or willful misconduct of OAK. OAK shall indemnify, protect and hold Client harmless from and against all liability, claims, demands, losses, damages, expenses, and costs which are the result of the negligence or willful misconduct of OAK, subject to all limitations, exceptions and exclusions in this Agreement.

6. HAZARDOUS MATERIALS: Client acknowledges that OAK and its subcontractors have played no role in the generation, disposal, release or threat of release of any substance, waste, compound or material ("Hazardous Materials"). OAK shall not assume the status of generator, transporter, or disposal facility or as one who stores or treats under the Resource Conservation and Recovery Act ("RCRA") or any federal, state, or local statute or regulation. Client assumes full responsibility for compliance with RCRA and all other laws governing the generation, transporting, handling, treatment, storage and disposal of Hazardous Materials.

7. ACCESS TO SITE: Client will provide access to each site upon which OAK will perform its work. If work is required on a site not owned by Client, Client represents and warrants that Client has obtained all necessary permission, in writing, for OAK to enter the site and conduct its work. Client shall, upon request, provide OAK with evidence of such permission as well as acceptance of the other terms and conditions set forth by Client(s) and tenant(s), if applicable, of such site(s) in a form acceptable to OAK. Any work performed by OAK with respect to obtaining permission to enter upon and do work on the lands of others, as well as any work performed by OAK pursuant to this Agreement, shall be deemed as being done on behalf of Client and Client agrees to assume all such risks.

8. CLIENT'S DUTY TO NOTIFY: Client shall provide OAK with all information in Client's possession required for OAK to perform its work and represents and warrants that it has advised OAK in writing of any known or suspected Hazardous Materials and subsurface tanks, utilities, objects, structures, lines, or other improvements located at, on





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or under any site at which OAK is to do work. OAK shall be responsible for contacting the public utility marking system that services the area. OAK may request that the Client, prior to OAK initiating field activities, have marked by appropriate utility or other companies the location of all private underground utilities, USTs, piping, and other improvements and to provide a knowledgeable person on-site at the time of OAK's activities to identify said utilities and improvements. OAK shall not be liable for any consequences of inaccurate or incomplete information supplied or withheld by Client, governmental agencies or third parties. Client shall indemnify, defend and hold harmless OAK from and against all liability related to damage to underground utilities or improvements, except those caused by the sole and gross neglect of OAK.

9. LIMITATIONS/ASSUMPTION OF RISK: Information obtained from inspections is considered evidence with respect to the scope of work, but any inference or conclusion based thereon is an opinion based upon engineering judgment and shall not be construed as a representation of fact.

10. LIMITATION OF LIABILITY: In recognition of the relative risks, rewards and benefits of the project to both the Client and OAK, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, **TO LIMIT OAK'S LIABILITY FOR ANY AND ALL CLAIMS, LOSSES, COSTS, DAMAGES, OR EXPENSES FROM ANY CAUSE OR CAUSES ARISING OUT OF THIS AGREEMENT SO THAT THE TOTAL AGGREGATE LIABILITY OF OAK SHALL NOT EXCEED \$1,000,000 OR OAK'S TOTAL FEE FOR SERVICES RENDERED ON THIS PROJECT, WHICHEVER IS GREATER.** Such causes, include, but are not limited to, negligence, professional errors or omissions, strict liability, and breach of contract or warranty.

11. WITNESS FEES: OAK's employees shall not be retained as expert witnesses except by separate, written agreement. Client shall pay OAK pursuant to OAK's then current fee schedule for any OAK employee subpoenaed by any party as an occurrence or material witness as a result of OAK's work.

12. ENTIRE AGREEMENT: This Agreement contains the entire understanding between the parties. Client acknowledges that no representations, warranties, undertakings, or promises have been made other than those contained in this Agreement. This Agreement may be amended, modified, or terminated only by a written instrument signed by Client and OAK.

13. SEVERABILITY: In the event that any provision of this Agreement shall be deemed invalid or unenforceable, the other provisions shall remain in full force and effect and binding upon the parties.

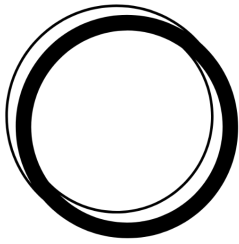
14. SURVIVAL: All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the Client and OAK shall survive the completion of services and the termination of this Agreement.

15. FORCE MAJEURE: If OAK is delayed or prevented from completing its work by reason or acts of God, strikes, lockouts, labor troubles, inability to procure labor or materials, fire, accident, riot, civil commotion, laws or regulations of general applicability, acts of Client, or other cause without its fault and beyond its control (financial inability excepted), completion will be excused for the period of the delay and the period for completion will be extended for a period equal to the period of such delay. If OAK is required to delay any part of its work to accommodate the requests or requirements of Client, regulatory agencies, or third parties or due to any causes beyond the direct reasonable control of OAK, additional charges shall be assessed with Client's written approval.

16. GOVERNING LAW: GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

17. WRITTEN NOTICE: Written notice shall be deemed to have been duly served if delivered in person to the individual or a member of the entity or to an officer of the corporation for which it was intended, or if delivered at or sent by registered or certified mail to the last business address known to the party giving notice.





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18. PRECEDENCE OF CONDITIONS: Should any conflict exist between these Terms and Conditions and any other document, including the Proposal, Additional Provisions, work authorization, purchase order, confirmation, or invoice, these Terms and Conditions shall prevail, unless the parties expressly agree otherwise in writing.

19. CONFIDENTIALITY: OAK shall consider all work performed for the Client, and all results of that work, including, but not limited to, any reports or test results, as well as any and all information provided to OAK in connection with this Agreement (“confidential information”) as confidential to the Client, to be shared only with the Client, and the Client’s legal counsel. Notwithstanding the above, OAK may comply with all judicial orders or governmental directives and federal, state, and local laws, rules, regulations, and ordinances which mandates reports to appropriate public agencies of OAK’s knowledge or findings; provided, however, that if OAK determines that it is required to disclose confidential information, it shall notify the Client prior to disclosure.

20. RELIANCE BY THIRD PARTIES: Any written documents, including but not limited to data, reports, findings, summaries or recommendations, prepared by OAK for the Client in the course of performing the services under this Agreement may not be relied upon by any person or entity other than the Client without OAK’s prior written consent.

Closing

Oak looks forward to working with you on this project. You may authorize Oak to proceed with the Phase I ESA of the Subject Property by signing in the space provided on the Initial Authorization page and emailing a signed copy of this proposal to the attention of Patrice Lavanture at patrice@oaknj.com.

If you have any questions or require additional information regarding this proposal, please call Patrice Lavanture at 609-353-3253 or contact her via email.

For the firm,

Oak Environmental Consulting and Services, LLC

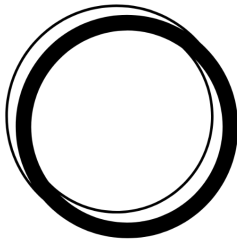
Patrice Lavanture

Patrice Lavanture

President

Attachment: Purchase Authorization form





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Cost Summary

Total Estimated Project Cost based on the above scope of work: \$ 4,300.00

Oak Environmental requires signed authorization of this proposal to initiate the scope of work identified above. A deposit of \$2,200 is required to initiate this work. The remainder of the balance shall be paid upon completion of the site work; however, all invoices must be paid in full prior to the issuance of any reports.

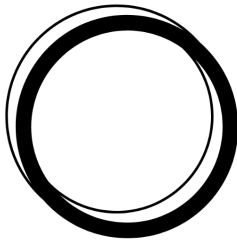
Electronic payments can be made upon request. Please remember to include your proposal number with your payment.

If paying by check, checks shall be made payable to Oak Environmental Consulting and Services, LLC and mailed to 127 Vroom Street, Trenton, New Jersey 08610.

SIGNER BELOW INDICATES THAT THEY ARE AUTHORIZED REPRESENTATIVE OF COMPANY AND BY SIGNING INDICATES THEY ARE ENGAGING SERVICES FOR COMPANY, ACKNOWLEDGED AS REVIEWED AND AGREED:

Company Name			
Authorized Person Name (print)		Federal Tax I.D. Number	
Title		Phone Number	
Signature		Date	
Mailing Address			
Billing Contact (if different than above; Name, Phone, Email and Address)			





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For the purposes of the Phase I Environmental Site Assessment reporting, please identify the following property specific information:

Property Address:	
Block and Lot	
Site Contact Name	
Site Contact Phone Number & email	

