SALEM COUNTY IMPROVEMENT AUTHORITY

RESOLUTION 2016-72

September 8, 2016

RESOLUTION OF THE SALEM COUNTY IMPROVEMENT AUTHORITY
AUTHORIZING THE AWARD OF A NON-FAIR AND OPEN CONTRACT FOR
PROFESSIONAL SERVICES TO CORNERSTONE ENVIRONMENTAL, TO
UPGRADE AND MANAGE THE WELL FIELD

WHEREAS, the Salem County Improvement Authority (the "Authority"), is in need of the
services of an Environmental Engineering Firm as a non-fair and open contract pursuant to the provisions
of N.J.S.A. 19:44A-20.4; and

WHEREAS, professional services are exempt from public bidding pursuant to N.J.S.A. 40A:11-1
and N.J.S.A. 40A:11-5; and

WHEREAS, it is possible that the amount of the services will exceed $17,500, requiring compliance
with the "Play-to-Play" laws (N.J.S.A. 19:44A-20.4, et. seq.); and

WHEREAS, the Pay-to-Play Certification that is attached hereto as Exhibit "A" is properly
completed, signed and submitted to the Authority to confirm that the Firm selected has not made a reportable
contribution that would preclude an award of the contract; and

WHEREAS, the financial officer of the Authority has certified that the Authority has funds
available and has provided a certification of available funds;

WHEREAS, the Public Contracts Law (N.J.S.A. 40A:11-1 et. seq.) requires that the Resolution
authorizing an appointment for the performance of professional services without public bids must be
publicly advertised;

NOW THEREFORE, BE IT RESOLVED by the SCIA Board as follows:

1. The Chairman and Secretary are hereby authorized to execute the Contract for Professional Services
between the Salem County Improvement Authority and Cornerstone Environmental, per the terms
of the proposal dated August 5, 2016, attached hereto as Exhibit "B".

2. The Executive Director shall cause to be printed once in the South Jersey Times a brief notice stating
the nature, duration, service and amount of the contract, and that the Resolution and contract are on
file and available for public inspection in the SCIA office.

The foregoing is a true copy of a resolution adopted by the Commissioners of the Salem County
Improvement Authority on September 8, 2016.

ATTEST:

Paul Williams, Secretary

Robert Widdifield, Chairman
**CERTIFICATION**

I certify that the foregoing is a true copy of a Resolution adopted by the Salem County Improvement Authority at a meeting thereof held on September 8, 2016.

Paul Williams, Secretary

***RECORDED VOTE***

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BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
SALEM COUNTY IMPROVEMENT AUTHORITY

Part I — Vendor Affirmation
The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Cornerstone Environmental has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding September 8, 2016 to any candidate committee, joint candidates committee, or political party committee representing the elected or appointed officials of the Salem County Improvement Authority as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

<table>
<thead>
<tr>
<th>Any State, county, or municipal committee of a political party; any legislative leadership committee; or any candidate committee of a candidate for, or holder of, an elective office of SCIA, of Salem County, of another public entity within Salem County, or the third legislative district</th>
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Part II — Ownership Disclosure Certification

☒ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

☐ Partnership  ☐ Corporation  ☐ Sole Proprietorship  ☐ Subchapter S Corporation
☐ Limited Partnership  ☐ Limited Liability Company  ☐ Limited Liability Partnership

<table>
<thead>
<tr>
<th>Name of Stock or Shareholder</th>
<th>Home Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tetra Tech, Inc. — sole member</td>
<td>3475 E. Foothill Blvd., Pasadena, CA 91107</td>
</tr>
<tr>
<td></td>
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</tbody>
</table>

Part 3 — Signature and Attestation:
The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity:  Cornerstone Environmental Group, LLC.

Signature of Affiant:  [Signature]
Printed Name of Affiant:  [Printed Name]
Title: Vice President
Date: 9-1-16

Subscribed and sworn before me this 1st day of September, 2016.

[Signature]
Notary Public, State of New York
No. 019050658464
Qualified in Orange County
Term Expires July 28, 2018

EXHIBIT A
August 5, 2016

Charles D. Sparks
Executive Director
Salem County Improvement Authority
56 McKillip Road
Alloway, New Jersey 08001

Re: Proposal for Professional Engineering Services
Expansion of the Landfill Gas Collection and Conveyance System

Dear Mr. Sparks:

Cornerstone Engineering Group, L.L.C (Cornerstone) is pleased to provide the Salem County Improvement Authority (SCIA, Authority) with this proposal for the expansion of the landfill gas (LFG) collection and conveyance system for the Authority’s solid waste facility in Alloway Township, New Jersey.

With over 30 years of experience, Cornerstone has established a solid reputation for providing engineering, consulting, and permitting services to the majority of New Jersey’s operating landfills, a large number of transfer stations, materials processing facilities, and numerous closed landfills. Specific to this proposal, our staff has successfully designed, permitted, and provided construction services for LFG projects for New Jersey solid waste facilities in Atlantic County, Camden County, Cape May County, Middlesex County, Ocean County, Sussex County, and Warren County.

The following scope of work was developed based upon our understanding of the landfill gas collection system gained through performance of the recent landfill gas system assessment in May 2016 and discussions during our July 26, 2016 meeting.

Project Scope

Following a review and assessment of the existing landfill gas collection system, Cornerstone believes that the existing landfill gas collection and control system is compromised by the accumulation of leachate/condensate in extraction wells and confirmed structural failures of eight (8) wells. The recent assessment report (June 2016) presented the Authority with two (2) initial options for expanding the well field and gas conveyance to determine the extent to which landfill gas capture can be enhanced. Well
Field expansion is required for improving landfill gas collection efficiency. Enhanced landfill gas collection will contribute to maintaining compliance with Title V regulations and contractual obligations relative to the Authority's energy vendor.

Cornerstone recommends that the Authority implement Approach No. 2 described in the Cornerstone report dated June 9, 2016. This approach provides the simplest well installation and will have the greatest independence from existing system features. Installation of the new wells will define the extent to which newly installed wells will enhance landfill gas capture at the facility. The following scope of work addresses the components of the landfill gas collection and control system dictated by Approach No. 2.

Project Tasks and Schedule

The landfill gas system expansion for the existing Gas Collection and Conveyance System (GCCS) in Approach No. 2 includes installation of six (6) new landfill gas wells equipped with liquid removal pumps.

Cornerstone is proposing a phased approach, consisting of an Engineering Phase (Tasks 1 through 4), a Construction Phase (Tasks 5 through 7), and an Operations Phase (Task 8). Under the Engineering Phase, Cornerstone will prepare a bid document package suitable to advertise for bid proposals from construction contractors. The bid document package is anticipated to include contract documents, construction drawings and technical specifications. Cornerstone is providing a budgetary estimate for the Construction Phase tasks. We anticipate submitting the Construction Phase proposal with completion of the engineering design, when schedules are more definitive. Services to be provided under the Operations Phase include the initial well tuning following construction of the LFG system expansion.

ENGINEERING PHASE TASKS

The following tasks describe the Engineering Phase tasks and are required for the preparation of engineering plans, technical specifications, and contract documents comprising the bid package.

Cornerstone will supply SCIA with a 90% review copy of the construction plans and technical specifications. Cornerstone will receive and incorporate SCIA comments into the final 100% version of the documents. Cornerstone will provide the Authority with three (3) hard copies of the bid package, including one (1) file copy for the Authority, facilitating electronic distribution of the packages to prospective bidders.
SCHEDULE

Cornerstone will begin work immediately upon receipt of a written authorization to proceed. Cornerstone anticipates providing the 90% submittal for SCIA review within eight weeks of authorization. Final documents will be completed within two weeks of receipt of SCIA comments on the 90% draft.

Task 1 – Construction Drawings

Construction drawings will be prepared in standard 24" by 36" format using a current version of AutoCAD. Cornerstone assumes that SCIA will provide the most current topographic mapping in electronic AutoCAD compatible format. Cornerstone will utilize an overlay of the AutoCAD version of the landfill gas collection system recently prepared as part of the landfill gas assessment. The following construction drawings are anticipated:

1. Title Page including Site Location and Drawing Index
2. Existing Site Conditions Plan
3. Proposed GCCS Expansion Plan
4. Landfill Gas Well Details with Well Schedule
5. Landfill Gas Header and Lateral Piping Details
6. Condensate Management Details

For the purposes of this proposal Cornerstone assumes that adequate LFG evacuation blower capacity, primary LFG header size, and electrical power exist to accommodate the GCCS expansion and dewatering system and that no new design of these facilities is required under this contract.

Task 2 – Technical Specifications

The following technical specification sections are anticipated for this contract:

1. Technical Specifications
   a. Division 1
      01010 Summary of Work
      01039 Coordination and Meetings
      01052 Layout of Work and Surveys
      01090 References
      01150 Measurement and Payment
      01190 Health and Safety
      01300 Submittals
      01400 Quality Control
      01500 Construction Facilities and Temporary Controls
01502 Environmental Protection
01600 Materials and Equipment
01650 LFG Management System Startup and Demonstration
01669 Testing Piping Systems
01700 Contract Closeout
01720 Project Record Documents
01730 Installation, Operation, and Maintenance Instructions

b. Division 2

02100 Site Clearing
02130 Landfill Gas Wells and Wellheads
02220 Excavation
02223 Backfill and Fill
02228 Waste Material Disposal
02601 Condensate Pump Stations
02780 Landfill Gas Piping
02936 Site Restoration

c. Division 3

03002 Field Concrete

d. Division 15

15052 Valves
15190 Mechanical Identification

Task 3 – Contract Documents

The bid package will include standard “front end” contractual documents based upon bid document packages recently prepared for similar landfill gas system improvement projects at other New Jersey landfill facilities. The following components are anticipated to be incorporated into the contract documents:

1. Notice to Bidders
2. General Description
3. Instructions to Bidders
4. Bid Document Submission Checklist
5. Consent of Surety
6. Bidder’s Information Sheet
7. Bid Proposal Form
8. Bid Bond
9. Bidder’s Qualification Statement
10. Form of Agreement
11. Americans with Disabilities Act
12. Performance Bond
13. Labor and Materials Payment Bond
14. Non-Collusion Affidavit
15. Bidder’s Certification of Debarment/Disqualification/Suspension
16. Certificate of Subcontractor(s)
17. Acknowledgment of Receipt of Addenda
18. Contractor’s Wage Certification
19. Statement of Ownership
20. Standard General Conditions
21. Supplementary Conditions

**Task 4 – Engineer’s Estimate of Construction Cost**

Upon completion of the final construction plans and technical specifications, Cornerstone will prepare an engineer’s construction cost estimate identifying the components of the GCCS and the associated estimated unit cost and total cost of each item anticipated to be required for the GCCS expansion construction. The construction cost estimate will be based upon standard construction cost estimation guides, information on file with Cornerstone from other similar projects, and specific quotations from vendors and suppliers.

Cornerstone will provide SCIA with a budgetary assessment of three alternative pneumatic and solar pumping systems for ultimate selection by the Authority.

**CONSTRUCTION PHASE TASKS**

The following presents the scope of work and budgetary cost estimate for the Construction Phase tasks. These tasks encompass the services for selecting a qualified contractor under Public Purchasing Law regulations and construction services. Upon establishment of the construction schedule, Cornerstone would be pleased to submit a formal proposal for these tasks for consideration by the Authority. The proposal will include a revisited budget based on actual staffing assignments.

**Task 5 – Bid Support**

During the bid phase of the project, Cornerstone anticipates:

1. Participating jointly with SCIA in one pre-bid meeting with prospective construction contractors at the landfill facility;
2. Responding to written contractor questions and providing contract clarifications in one addendum;
3. Reviewing of proposals received from prospective contractors;
4. Preparing of a bid tabulation; and,
5. Providing a recommendation for award letter.
Task 6 – Construction Observation & Administration

Cornerstone will provide resident (field) engineering and inspection services during the construction of the GCCS expansion. The purpose of the oversight will be to act as SCIA’s representative and confirm that the construction conforms to the intent of the design plans for the proposed system. Cornerstone will provide the following services:

1. Shop Drawing and Submittal Review including review of alternatives, “or equals,” and project schedule.
2. Contract Administration including payment application review, approval and recommendation, and coordination of permits.
3. Review and approve project schedules.
4. Conduct Pre-Construction Meeting with selected contractor.
5. Conduct Weekly Project Progress Meetings.
6. Provide clarification or information to the Contractor or SCIA as requested.
7. Observation of Construction of the GCCS expansion and provide inspection services of all work and materials.
8. Conduct/witness field sampling as required and review and approve any reported results, including testing conducted by a certified lab.
9. Verify completion of contract work and punch list items.
10. Review and approve payment requests and submit to SCIA for final payment.
11. Preparation of record documents of construction elements actually installed based upon observations and inspections during construction and according to survey provided by SCIA.

Cornerstone assumes the construction period for installation of proposed wells to be up to three weeks of up to 6 days each, for a total of 18 days. Technician time for each day is estimated to be up to 10 hours. These assumptions are a conservative estimate and will be revised upon review of the work schedule at the construction kick-off meeting with the selected contractor.

Task 7 – Record Documents & Certification

Upon completion of field activities Cornerstone will provide SCIA with a final report documenting the installed landfill gas system components. It is anticipated that the report will describe the work performed and will include supporting information such as surveys, well permits, and photographs. Three (3) hardcopies and an electronic copy of the report will be provided.
OPERATIONS PHASE TASK

Task 8 – Initial Wellfield Tuning

Since a large part of this landfill gas system expansion is geared toward increasing the
collection efficiency of the landfill gas collection and control system, Cornerstone proposes
to provide initial landfill gas well monitoring and tuning to commence immediately upon
construction of the LFG system expansion.

Following installation, Cornerstone’s technician will visit the landfill site one day each
week for a period of four weeks to monitor and tune the well field. Following each event
Cornerstone will provide SCIA with the well field data and a brief report of findings. After
the initial four week period, Cornerstone’s technician will visit the site once each month for
a period of 6 months to read the well field and adjust system components as necessary.
Following each monthly event Cornerstone will provide SCIA the well field data and a brief
letter report of findings. SCIA staff is invited to accompany Cornerstone’s technician on the
weekly and monthly events if so desired to obtain additional training on landfill gas field
monitoring and system adjustment. The number and frequency of site visits will be
evaluated jointly with the Authority during performance reviews following the each site
visit. Joint performance reviews will be conducted with email and conference calls.
Budget

Cornerstone is proposing to provide the above-described services for the Not-to-Exceed cost of $84,850.00. While the Authority can order individual tasks, we recommend phase-based approvals for continuity and time-efficient completion of work. Cornerstone invoices monthly for time and material expenditures directly associated with the execution of the work.

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<tr>
<th>Task</th>
<th>Labor Cost</th>
<th>Other Direct Costs</th>
<th>Total Task Cost</th>
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<td><strong>ENGINEERING PHASE TASKS</strong></td>
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<tr>
<td>1. Construction Drawings</td>
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<td>2. Technical Specifications</td>
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<td>3. Contract Documents</td>
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<td>4. Engineer's Estimate</td>
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<td>5. Bid Support</td>
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<td>6. Construction Observation</td>
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<td>8. Initial Wellfield Tuning</td>
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The estimated cost and proposed scope of work are based on information available to Cornerstone at this time. If conditions change, unforeseen circumstances are encountered, or work efforts are redirected, the cost estimate may require modification in accordance with Cornerstone's established schedule of charges.
Terms and Conditions/Approval

This work will be governed in accordance with the enclosed Cornerstone General Terms and Conditions.

We appreciate the opportunity to present this proposal for your review and approval and trust the information presented herein will meet your expectations. Changes to the proposal must be accepted in writing by both parties. Please indicate your authorization of phases/tasks by initializing the appropriate lines in the table above and signing in the space provided below. Upon signing, return a complete copy to our office, and retain the original for your records. Please contact us if you have questions or comments or require additional information.

Sincerely,

CORNERSTONE ENGINEERING GROUP, LLC

[Signatures]

Mark A. Swetka, P.E.
Vice President

Arie Krumen, PhD
Client Manager

Encl: Terms & Conditions
     Schedule of Charges

cc: Melinda Williams
    Lodie van Tunder

Salem County Improvement Authority
Expansion of the Landfill Gas Collection and Conveyance System

By ___________________________ Date ___________________________

Name ___________________________ Title ___________________________
CORNERSTONE ENVIRONMENTAL GROUP, LLC
GENERAL TERMS AND CONDITIONS

PROFESSIONAL RESPONSIBILITY. Cornerstone Environmental Group, LLC, a State of New York limited liability company ("Cornerstone") shall perform services consistent with the skill and care ordinarily exercised by other professional consultants under similar circumstances at the time services are performed, subject to any limitations established by CLIENT as to degree of care, time or expense to be incurred or other limitations of this Agreement. No other representation, warranty or guaranty, express or implied, is included in or not intended by Cornerstone's services, proposals, agreements or reports.

RELATIONSHIP OF PARTIES. Cornerstone is an Independent Contractor and nothing shall be construed or interpreted as requiring Cornerstone to assume the status of owner, operator, person who arranges for disposal, transporter or disposer, or as those terms or any other similar terms are used in any federal, state or local statute, regulation, ordinance or order governing the treatment, handling, storage or disposal of any toxic or hazardous substance or waste.

BILLING AND PAYMENT. Invoices will be submitted monthly and shall be due and payable on receipt. Interest at the rate of one and one-half percent (1.5%), but not exceeding the maximum rate allowable by law, shall be payable on any amounts that are due but remain unpaid thirty (30) days from receipt of invoice. Payment to be applied first to accrued late payment charges and then to the principal unpaid amount. Cornerstone may, at its option, withhold delivery of reports or any other data pending receipt of payment for services rendered.

LIMITATION OF LIABILITY. In consideration of potential liabilities which may be disproportionate to the fees earned by Cornerstone, CLIENT agrees to limit the liability of Cornerstone, its managers, members, officers, employees, agents, and representatives to CLIENT for all claims or legal proceedings of any type arising out of or relating to the performance of services under this Agreement (including but not limited to Cornerstone's breach of this Agreement, its professional negligence, errors and omissions and other acts) to the lesser of $100,000 or the amount of Cornerstone's fee, and in no event shall either party be liable to the other for any indirect, special or consequential losses or damages. Failure of CLIENT to give written notice to Cornerstone of any claim of negligent act, error or omission within one (1) year of performance shall constitute a waiver of such claim by CLIENT.

INDEMNIFICATION. Subject to the limitation of liability above, and to the extent permitted by law, each party agrees to indemnify, defend and hold harmless the other from any claim, suit, liability, damage, expense, including attorneys fees, (hereinafter collectively called "Loss") arising out of: i) a breach of this Agreement, or, ii) a party's willful misconduct or negligence in connection with the performance of this Agreement.

In addition to and without limiting the generality of the foregoing, CLIENT agrees to indemnify Cornerstone to the fullest extent permitted by law against any Loss, whether or not under CERCLA, RCRA or any other federal, state or local environmental regulation, order or ordinance, or a) arising out of any actual or potential environmental contamination or pollution including but not limited to, any actual or threatened release of toxic or hazardous materials, unless the result of Cornerstone's willful misconduct or professional negligence, b) arising out of any acts taken or alleged failure to act with respect to matters covered in the section titled REPORTING AND DISPOSAL, or c) in excess of the liability limit set forth in the section titled LIMITATION OF LIABILITY above.

TIME OF PERFORMANCE. Cornerstone makes no warranties regarding the time of completion of services and shall not be in default of performance under this Agreement where such performance is prevented, suspended or delayed by any cause beyond Cornerstone's control. Neither party shall be held responsible for damages for delays in performance caused by acts of God or other events beyond the control of the other party and which could not have been reasonably foreseen or prevented. Such delays will extend completion dates commensurately.

CHANGED CONDITIONS. If, during the course of the performance of services, conditions or circumstances develop or are discovered which were not contemplated by Cornerstone and which materially affect Cornerstone's ability to perform or which would materially increase the costs to Cornerstone, then Cornerstone will notify CLIENT in writing, and Cornerstone and CLIENT shall renegotiate in good faith the terms of this Agreement within thirty (30) days. Alternatively, either party shall have the right to terminate the Agreement, provided, however, that upon any such termination, Cornerstone shall be compensated for services rendered to the date of termination.

HAZARDOUS OR UNSAFE CONDITIONS. CLIENT has fully informed Cornerstone of, and shall immediately inform Cornerstone when it becomes aware of any new information regarding, the type, quantity and location of any hazardous, toxic or dangerous materials or unsafe or unhealthy conditions known or suspected at all real property where services are to be performed ("the Project Site"). Fees shall be adjusted to compensate Cornerstone if conditions require Cornerstone to take
emergency measures to protect the health and safety of the parties, the public or the environment. This requirement to inform Cornerstone is an ongoing and continuous obligation of the CLIENT and shall continue for the full term of this Agreement.

**SUBSURFACE OBSTRUCTIONS.** CLIENT shall supply to Cornerstone plans which designate the location of all subsurface structures at the Project Site, and shall remain responsible for any damage and shall indemnify Cornerstone for all Loss inadvertently caused by Cornerstone to any structure not so designated, or by CLIENT's inaccurate identification of underground obstructions. CLIENT warrants the accuracy of any information so supplied and understands and agrees that Cornerstone is entitled to and may rely on the accuracy of any and all information so supplied without independently verifying its accuracy. This requirement to inform Cornerstone is an ongoing and continuous obligation of the CLIENT and shall continue for the full term of this Agreement.

**RIGHT OF ENTRY.** CLIENT agrees to grant or arrange for right of entry at the Project Site, whether or not owned by CLIENT. The cost of repairing any reasonably unavoidable damages is not part of the services or fee contemplated by this Agreement and shall be borne by CLIENT.

**REPORTING AND DISPOSAL.** CLIENT shall be solely responsible for notifying all appropriate federal, state, local or other governmental agencies of the existence of any hazardous, toxic or dangerous materials on or in the Project Site or discovered during performance of this Agreement. If requested by CLIENT, Cornerstone may, at its option, agree to notify such agencies on behalf of CLIENT as CLIENT's agent. CLIENT shall be solely responsible for arranging for and paying the costs to lawfully transport, store, treat, recycle, dispose of, or otherwise handle, hazardous or toxic substances or wastes and samples.

**NO THIRD PARTY BENEFICIARIES.** There are no third party beneficiaries of this Agreement entitled to rely on any work performed or reports prepared by Cornerstone hereunder for any purpose. CLIENT shall indemnify and hold Cornerstone harmless against any liability for any Loss arising out of or relating to reliance by any third party on any work performed or reports issued hereunder.

**CONFIDENTIAL INFORMATION.** Confidential Information shall be held in the strictest confidence by the receiving Party and shall not be disclosed without prior written consent of disclosing Party, except to employees, contractors or consultants with a need to know the Confidential Information for the purposes of performing work related to the Project. The receiving Party shall inform all employees, contractors and consultants receiving the Confidential Information of the confidential nature of this information and take all actions necessary to bind such employees, contractors and consultants by the terms of this Agreement. Neither party shall use information obtained from the other to benefit themselves or any third party.

**DESIGNS AND DISCOVERIES: OWNERSHIP AND REUSE.** All designs, ideas, discoveries, inventions or improvements utilized or developed by Cornerstone hereunder shall be deemed property of Cornerstone. CLIENT is given no right in the form of ownership or license to such items. Documents furnished by Cornerstone are not intended or represented as suitable for reuse by CLIENT or others; any reuse without specific written approval and/or adaptation by Cornerstone for the specific purpose intended will be at the reuser's sole risk and without liability or exposure to Cornerstone. Any transfer of electronic data hereunder is solely for CLIENT's convenience "as is" without warranty as to contents, and is not project deliverable unless specifically agreed to the contrary. Cornerstone disclaims all warranties, express or implied, with regard to any electronic data provided hereunder, including any warranties of merchantability or fitness for a particular purpose.

The prevailing party in any action to enforce or interpret provisions of this Agreement shall be entitled to recover all reasonable fees, costs and expenses, including staff time at current billing rates, court costs and other claim-related expenses. If Cornerstone is requested to respond to any mandatory orders for the production of documents or witnesses on CLIENT's behalf regarding work performed by Cornerstone, CLIENT agrees to pay all costs and expenses incurred by Cornerstone not reimbursed by others in responding to such order, including attorney's fees, staff time at current billing rates and reproduction expenses. Any provisions of this Agreement held in violation of any law shall be deemed stricken and all remaining provisions will remain binding on the parties. The obligations of the parties to indemnify and the limitations on liability set forth in this Agreement shall survive the expiration or termination of this Agreement. This Agreement, consisting of all documents attached hereto, constitutes the entire Agreement between the parties, and supersedes any and all prior written or oral agreements with respect to the subject matter hereof. No amendment hereof will be binding unless reduced to writing and signed by authorized representatives of each party. This Agreement and any claim, controversy or dispute arising under or related to this Agreement, the relationship of the parties, and/or the interpretation and enforcement of the rights and duties of the parties will be governed by the laws and laws of the State of New York without regard to any conflict of laws principles.
2016 SCHEDULE OF CHARGES

PERSONNEL CHARGES

Professional

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<thead>
<tr>
<th>Position</th>
<th>Rate Per Hour</th>
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</tr>
<tr>
<td>Senior Project Staff/Project Manager</td>
<td>$ 80 - 145/hr</td>
</tr>
<tr>
<td>Project Staff</td>
<td>$ 50 - 125/hr</td>
</tr>
</tbody>
</table>

Technical

<table>
<thead>
<tr>
<th>Position</th>
<th>Rate Per Hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>CAD Operator/Designer</td>
<td>$ 70 - 130/hr</td>
</tr>
<tr>
<td>Field Technician/Field Manager</td>
<td>$ 45 - 125/hr</td>
</tr>
</tbody>
</table>

Support Services

<table>
<thead>
<tr>
<th>Position</th>
<th>Rate Per Hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administrative</td>
<td>$ 45 - 75/hr</td>
</tr>
</tbody>
</table>

Depositories and expert witness testimony, including preparation time, will be charged at 150% - 200% of the above rates.

Travel time will be charged in accordance with the above rates, up to a maximum of 8 hours per day.

OUTSIDE SERVICES

Charges for special outside services, equipment, and facilities not furnished directly by Cornerstone will be billed at cost plus 15%.

COMMUNICATIONS

The cost of communications including telephone charges, facsimile, postage and routine copying costs will be charged at a flat rate of 3% of total gross labor charges.

DIRECT CHARGES

<table>
<thead>
<tr>
<th>Service</th>
<th>Rate Per Hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reproduction (letter &amp; legal) - black and white, per sheet</td>
<td>$0.10</td>
</tr>
<tr>
<td>Reproduction (letter &amp; legal) - color, per sheet</td>
<td>$1.25</td>
</tr>
<tr>
<td>CAD Plots/Reproduction - black and white, per square foot</td>
<td>$0.35</td>
</tr>
<tr>
<td>CAD Laser Plots - color, per square foot</td>
<td>$2.00</td>
</tr>
<tr>
<td>CAD Laser Plots - black and white, Vellum, per square foot</td>
<td>$2.00</td>
</tr>
<tr>
<td>CAD Laser Plots - black and white, Mylar, per square foot</td>
<td>$4.00</td>
</tr>
<tr>
<td>Auto per mile</td>
<td></td>
</tr>
<tr>
<td>Pickup truck per day</td>
<td>$125.00</td>
</tr>
</tbody>
</table>

Rate Changes

Rates are subject to maximum 3% increase per year.

Payment

Monthly invoices are to be paid within 30 days from invoice date. Interest on late payments will be charged at a rate of 18% per annum.