CP ENGINEERS

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February 17, 2026

Ms. Karen Constantino, School Business Administrator
Green Township Board of Education
69 Mackerley Road
Greendell, NJ 07839

Re: Proposal CP-186_Rev2
Green Township Board of Education (Board)
Green Hills School Septic System Modifications
Green Township (Sussex County)

Dear Ms. Constantino:

In response to the Board's request, CP Engineers (CP) respectfully submits this revised proposal for professional engineering services to the Green Township Board of Education for your review. We value the opportunity to continue supporting the Board and have prepared an updated proposal that is clear, concise, and tailored to address your current requirements.

Background

The Green Township Board of Education (the Board) operates Green Hills School, a Kindergarten through 8th grade elementary school with approximately 400 students, located at 69 Mackerley Road. The wastewater from the school is currently conveyed to an existing on-site septic system.

On July 29, 2025, Earth Care Residuals Management, on behalf of the Board, filed a Septic Repair Permit Application with the Sussex County Division of Health, for the replacement of two 2,000-gallon septic tanks at the Green Hills School. The Sussex County Division of Health (SCDH) approved the application on July 31, 2025. Also on that date, the SCHD sent a letter to the Board requiring that the Board file an application with the N.J. Department of Environmental Protection (NJDEP) for a NJPDES-DGW Permit and a Treatment Works Approval for the modifications to the septic system pursuant to N.J.A.C. 7:9A-1.8(b).

Previously, NJDEP offered a NJPDES-DGW General Permit (Category T1) that "grandfathered" existing septic systems of greater than 2,000 gallons per day (gpd) design flow. However, in the most recent renewal of the Category T1 General Permit, effective April 7, 2025, NJDEP restricted the eligibility for this permit to those existing facilities already authorized under the Permit. Therefore, the Board will have to apply for a NJPDES-DGW General Permit (Category GWSD), which regulates eligible discharges between 2,000 gpd and 20,000 gpd.

CP has confirmed that the Green Hills School Septic System is not currently included in the Sussex County Water Quality Management Plan (WQMP) and Wastewater Management Plan (WMP) as an approved wastewater service area. Therefore, NJDEP will not issue a final NJPDES-DGW Permit to the Board until the Sussex County WQMP and WMP are amended appropriately to establish the School's wastewater service area.

Scope of Services

Completed Scope from original Proposal:

Phase 1. Data Acquisition & Pre-Design Meeting with NJDEP Ground Water Permitting Staff

1.1 CP has acquired from the Board staff the relevant information necessary for the design of the septic system modifications (student population and school capacity, cafeteria, showers, auditorium, gym, etc.) The maximum daily wastewater flow was be calculated according to the requirements outlined in N.J.A.C. 7:9A et seq.

1.2 CP schedules and attended a pre-design meeting with NJDEP (remotely via Microsoft Teams) and has acquired guidance as to what type of system modifications the agency would require.

1.3 CP has provided a summary memorandum to the Board and its designated professionals of the NJDEP requirements and recommended actions.

1.4 CP will meet with the Board staff and its designated professionals to answer questions and obtain concurrence to proceed to the next phase of the project.

Phase 2. Management and Oversight of Replacement of Two Septic Tanks

2.1 CP coordinated and managed the replacement of two 2,000 gallon septic tanks with the Board's Director of Building & Grounds and the vendor/contractor, Earth Care Residuals Management.

2.2 CP ensured that the vendor or contractor fully complied with all conditions stipulated in the permit issued by the Sussex County Division of Health and facilitated communication and coordination with the agency as required.

2.3 CP conducted onsite inspections as required to ensure the correct installation of new septic tanks, the appropriate removal and disposal of existing septic tanks, and was present for the final inspection conducted by the Sussex County Division of Health.

Note that all the Phase 1 & 2 tasks other than Project Planning have been completed as of January 31, 2026.

Phase 3. Development and Submittal of NJPDES-DGW Permit (Category GWSD) Application

3.1 CP will either perform or oversee the necessary investigative tasks to identify the locations and sizes of septic system components and verify their proper operation.

3.2 CP will either carry out or supervise hydraulic testing on the existing drain fields.

3.3 CP will compile all documents required to secure a NJPDES-DGW Permit for the Green Hills School Septic System, including application forms, site plans, septic system details, and certification verifying the adequacy of the current drain fields.

3.4 CP will design engineering details for the recommended pump chamber and replacement pumps if the school decides to proceed. The construction costs associated with replacing the pump chamber and pumps are not covered by this proposal.

Phase 4. Development and Submittal of WQMP and WMP Amendment Applications

4.1 CP will conduct the necessary research and will prepare all of the required documents to obtain the necessary amendments to the Sussex County Water Quality Management Plan (WQMP) and Wastewater Management Plan (WMP).

4.2 CP will coordinate with NJDEP, the Sussex County Division of Planning, and the Sussex County Water Quality Policy Advisory Committee as necessary through the amendment process.

4.3 CP will attend any public meetings or hearings convened by the state and/or county agencies and will respond to public comments as required.

Clarifications

1. All permit fees are excluded from the proposed cost and shall be the responsibility of the Board. The NJPDES Permit will require an annual fee upon approval.
2. CP anticipates that a site survey will not be required and that existing site records will satisfy the Site Plan requirements for the NJPDES and WQMP Permit applications. Should a site survey become necessary, this proposal will be amended accordingly.
3. CP recognizes that, if construction of septic system improvements occurs during the school year, the existing system must remain operational to meet the needs of staff and students.
4. The proposed schedule is dependent upon timely meetings with NJDEP, Board staff, and designated professionals, as well as prompt permit reviews by NJDEP, the Sussex County Health Department, and Green Township.
5. While it is improbable, there exists a possibility that NJDEP may initiate enforcement action against the Board for discharging more than 2,000 gpd of wastewater without a valid NJPDES

Permit. Any assistance or guidance regarding the defense of such enforcement actions can be provided; however, this would necessitate an amendment (addition) to the Scope of Services.

6. NJDEP may require expansion of the disposal area based on results from disposal field investigations, including size confirmation and hydraulic load testing. The costs associated with any potential disposal area expansion are not included in this proposal.
7. As outlined in the Phase 1 Briefing Memorandum, all existing showers must be sealed by an NJ certified plumber and appropriately certified. Although the estimated fee for this work was provided in the Phase 1 briefing memorandum, it is not covered in this proposal. The school is responsible for directly contracting an NJ certified plumber for these services.
8. Following NJDEP approval of the NJPDES permit, installation of three (3) monitoring wells and two (2) piezometer wells will be necessary, as discussed in the Phase 1 Briefing Memorandum. The estimated fees for these installations were shared in the Phase 1 briefing memorandum but are excluded from this proposal. The school must engage an NJ certified well driller directly for their installation.

Schedule

To reiterate, Phase 1 and Phase 2 other than Project Planning have been completed.

Upon the Board's written authorization to proceed, Phases 3 and 4 will begin simultaneously. It is expected that all required application documents will be prepared and submitted to NJDEP and Sussex County within four (4) months of receiving the Board's authorization.

Please note that the WQMP and WMP Amendment process typically requires 12 to 18 months to complete. The timeline is largely dependent on response times from regulatory agencies, whether public meetings or hearings are necessary, and the degree of public interest and commentary provided to the agencies.

Cost

The Board has requested a cost proposal for Phase 3 and Phase 4 at this time. Accordingly, CP proposes to undertake this work on a time and expense basis. Invoicing will occur monthly, reflecting the actual work completed, and will comply with the enclosed 2026 Schedule of Fees and Charges as well as our Standard Terms and Conditions. The proposed cost ceiling for Phases 3 and 4 is $47,100, which will not be exceeded without prior written approval from the Board.

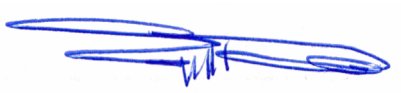
For budgeting purposes, and to provide the Board with greater clarity regarding the above costs, we are presenting the following probable breakdown by task. Please note that billing may not align precisely with these budget numbers, as effort required per task may vary.

Phase 3: Development and Submittal of NJPDES-DGW Permit Application	$27,000
Phase 4: Development and Submittal of WMP and WQMP Amendment Application	$20,100

Authorization

If this proposal meets with your approval, kindly return a signed copy of this proposal as your notice to proceed with Phase 3 and Phase 4 concurrently.

Very truly yours,
CP ENGINEERS, LLC



Stephen E. Donati, P.E.
Senior Executive Vice President

Enclosure (Fee Schedule)

cc: Jun Y. Suh, Assistant Project Manager, Parette Somjen
Josh Thompson, Senior Associate, Parette Somjen
Joseph Mikulka, C.P.M., Senior Regulatory Specialist, CP
Timothy Wuestneck, P.E., Project Engineer, CP

Accepted this _____day of _____, 2026

By (signature): _____

Name: _____

Title: _____

Green Township Board of Education

CP ENGINEERS, LLC
STANDARD TERMS AND CONDITIONS

These Standard Terms and Conditions (these "**Terms**") are the only terms under which CP Engineers, LLC, a New Jersey limited liability company ("**CP Engineers**") agrees to perform the Services (as defined herein) for the client ("**Client**") whose name is listed on the accompanying proposal (the "**Proposal**," and together with these Terms, the "**Agreement**"). This Agreement may only be modified or amended by a written instrument which specifically states that it amends this Agreement and is signed by an authorized representative of each party. This Agreement shall commence on the parties' execution of the Proposal and/or commencement of the Services, whichever occurs first.

1. SCOPE OF WORK AND SERVICES: CP Engineers agrees to perform, and Client agrees to pay for, those services (the "**Services**") described in the Proposal and, as applicable, one or more statements of work (each, a "**Statement of Work**").

2. CLIENT'S RESPONSIBILITIES: Client shall:

2.1 Designate in writing a person authorized to act as Client's representative and to act as its authorized representative with respect to matters pertaining to this Agreement (the "**Client Contract Manager**"). Client shall ensure the Client Contract Manager (a) receives and examines documents submitted by CP Engineers, (b) interprets and defines Client's policies, and (c) renders decisions and authorizations in writing promptly to prevent unreasonable delay in CP Engineers' progress of the Services.

2.2 Provide all information as related to Client's requirements for the Services, including objectives and constraints, performance requirements, and any budgetary limitations.

2.3 Furnish all available information pertinent to the Services, including, but not limited to, previous reports and any other data related to the Services. CP Engineers shall be entitled to rely upon the accuracy and completeness of such Client information.

2.4 Furnish soils data, including but not limited to, reports, test borings, test pits, probings, subsurface exploration, soil bearing values, percolation tests, ground corrosion and resistivity tests, all with appropriate professional interpretation, as may be required by CP Engineers to perform the Services.

2.5 Guarantee full and free access for CP Engineers to enter upon all property required for the performance of the Services under this Agreement.

2.6 Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by CP Engineers; obtain advice of legal counsel, insurance and/or risk management professionals and other professionals as Client deems appropriate for such examination; and render in writing decisions pertaining thereto within a reasonable time so as not to delay the Services of CP Engineers.

2.7 Hold all required special meetings, serve all required public and private notices, receive and act upon all protests and fulfill all requirements necessary in the development of the project set forth in the Proposal or applicable Statement of Work, and pay all costs incident thereto, including special application fees for review of project documents.

2.8 Provide CP Engineers with standard bid documents required for performance of the Services, and advertise for proposals from bidders, open the proposals at the appointed time and place and pay costs incident thereto.

2.9 Take all steps necessary, including obtaining any required licenses or consents, to prevent Client-caused delays in CP Engineer's provision of the Services.

2.10 Cooperate with CP Engineers in all matters relating to the Services.

3. CP ENGINEERS' RESPONSIBILITIES:

3.1 Cooperation with Client: CP Engineers will advise Client of the status of the project set forth in the Proposal or applicable Statement of Work, and will make reasonable efforts to coordinate its activities with the other activities of Client, its agents, and other Contractors (as defined herein) at the site(s) at which Services shall take place under this Agreement. CP Engineers shall designate an authorized representative to be available for consultation, assistance, and coordination of activities.

3.2 Construction and Remediation Projects: Client acknowledges and agrees that this Agreement is only for those Services specified in the Proposal or Statement of Work. If the Client requests CP Engineers to perform services related to construction or remediation, and CP Engineers agrees to perform such services, CP Engineers shall act as an agent of the Client. For all services performed by CP Engineers that relate to construction or remediation, Client further acknowledges and agrees that CP Engineers shall not have control of, or be responsible for, the acts or omissions of other parties engaged by the Client, nor for the construction means, methods, techniques, sequences, and procedures of Client's Contractors. Client acknowledges and agrees that under no circumstances will CP Engineers be responsible for site safety.

3.3 Construction Costs: Client acknowledges and agrees that any opinion of the construction cost prepared by CP Engineers represents its judgment as a design professional and is supplied for the general guidance of the Client. CP Engineers has no control over the cost of labor and materials, competitive bidding or market conditions, and therefore, CP Engineers does not guarantee the accuracy of such opinions as compared to Contractor bids or actual costs to Client.

3.4. Nominal/Resident Construction Review Services:

3.4.1 If requested by Client, or recommended by CP Engineers and approved in writing by Client, CP Engineers shall provide one or more full time resident project representatives to assist CP Engineers to render more extensive representation at the project site set forth in the Proposal or applicable Statement of Work during the construction phase of Services. Such 'resident construction review services' shall be paid for by Client as Additional Services (as defined below). The parties shall mutually agree upon, in writing, the limits of the authority, duties and responsibilities of a resident project representative before such services begin.

3.4.2 CP Engineers will endeavor to provide further protection for Client against defects and deficiencies in the work of the Client's contractors, subcontractors, or consultants (each, a "**Contractor**") by conducting more extensive on-site observations of the work in progress, provided that the furnishing of such Services shall not include construction review of the Contractor's construction means, methods, techniques, sequences or procedures, or of any safety precautions and programs in connection with the Contractor's work. Client acknowledges and agrees that CP Engineers shall not be responsible for the Contractor's failure to carry out the work in accordance with the applicable contract between such third-party Contractor and Client (the "**Construction Contract**").

3.4.3 If CP Engineers has been engaged to provide nominal, periodic, or resident construction observation Services, CP Engineers will provide such services based on an agreed upon construction observation schedule. If the schedule is extended due to changes, actions or omissions of Client, Contractor or any other party other than CP Engineers, then (a) the fee paid to CP Engineers for such Services shall be increased to cover the additional costs incurred, or (b) CP Engineers may terminate the construction observation Services.

4. CONFIDENTIALITY:

4.1 Confidential Information: All non-public, confidential or proprietary information of CP Engineers, including, but not limited to, data and information pertaining to business operations, strategies, technologies, formulas, procedures, processes, methods, trade secrets, ideas, improvements, inventions, and/or computer programs (collectively, "**Confidential Information**"), whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," obtained or acquired by the Client in connection with the provision of the Services and this Agreement is confidential, and shall not be disclosed or copied by Client without the prior written consent of CP Engineers. Client agrees to use the Confidential Information only to make use of the Services and Deliverables.

4.2 Required Disclosure: If Client is required by applicable law or legal process to disclose any Confidential Information, it shall, prior to making such disclosure, use commercially reasonable efforts to notify CP Engineers of such requirements to afford CP Engineers the opportunity to seek, at CP Engineer's sole cost and expense, a protective order or other remedy.

4.3 Equitable Remedies: CP Engineers will, in addition to any and all other rights and remedies that may be available to it at law, at equity or otherwise in respect of a breach or a threatened breach by Client of this Section 4, be entitled to equitable relief, including a temporary restraining order, an injunction, specific performance, and any other relief that may be available from a court of competent jurisdiction, without any requirement to (i) post a bond or other security, or (ii) prove actual damages or that monetary damages will not afford an adequate remedy.

5. STANDARD OF CARE; DISCLAIMER OF WARRANTIES:

5.1 Representation and Warranty: CP Engineers represents and warrants to Client that it shall perform the Services in accordance with generally accepted engineering and other applicable professional practices in effect at the time and in the locality that the Services are rendered, and under similar circumstances.

5.2 Disclaimer of Warranties: EXCEPT FOR THE WARRANTIES SET FORTH IN THIS AGREEMENT, CP ENGINEERS MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE SERVICES, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (C) WARRANTY OF TITLE; OR (D) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY.

6. OWNERSHIP OF DOCUMENTS: All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "**Intellectual Property Rights**") in and to all documents, drawings, specifications and other work product of CP Engineers under this Agreement or prepared by or on behalf of CP Engineers in the course of performing the Services (the "**Deliverables**") shall be owned by CP Engineers. CP Engineers hereby grants Client a license to use all Intellectual Property Rights in the Deliverables free of additional charge and on a non-exclusive, worldwide, non-transferable, non-sublicensable, fully paid-up, royalty-free and perpetual basis to the extent necessary to enable Client to make reasonable use of the Deliverables and the Services. For the avoidance of doubt, all Deliverables provided to Client under this Agreement are for the exclusive use of Client and are not transferable to any third party, except upon the prior written consent of CP Engineers. Client acknowledges and agrees that reuse of any of the Deliverables by Client or any third-party for extensions of the project set forth in the applicable Proposal, or on any other project, without the written permission of CP Engineers, shall be at Client's risk. Client shall make payment to CP Engineers for any such reuse or adaptation of the Deliverables in an amount to be mutually agreed upon by Client and CP Engineers.

7. CODE AND REGULATORY COMPLIANCE: Each party shall comply with all applicable codes, regulations, laws, rules, ordinances, and such other requirements in effect as of the date of execution of the Proposal.

8. INSURANCE; CONTRACTOR INDEMNITY AND LIABILITY:

8.1 CP Engineers Insurance: During the period in which CP Engineers performs Services under this Agreement, CP Engineers shall maintain (a) workers' compensation

insurance coverage, (b) employer's liability insurance coverage, (c) comprehensive general liability insurance coverage, and (d) professional liability insurance coverage, each in amounts that are in accordance with CP Engineers' business requirements. CP Engineers shall provide Client with certificates of insurance evidencing such coverage upon Client's request. If Client requests CP Engineers to obtain additional coverage, CP Engineers will endeavor to obtain such additional coverage, at Client's sole cost and expense.

8.2 Hazardous Waste Claims: To the extent permitted by applicable law, Client shall not assert, and hereby waives, any claim against CP Engineers, either directly or by means of impleader, third party claim or cross claim, in any action relating to, arising out of, or in connection with, in whole or in part, any claim based upon, the dispersal, discharge, escape, release or saturation of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids, gases or any other materials, irritant, contaminant or pollutant, whether such discharge is sudden or gradual (a "**Hazardous Waste Claim**").

8.3 Contractor's Insurance: Client shall require all Contractors, prior to the commencement of the Contractor's work, to submit evidence to CP Engineers that such Contractors have obtained, for the period of the Construction Contract, comprehensive general liability insurance coverage (including completed operations coverage and bodily injury and property damage coverage) with limits no less than $1,000,000 per occurrence, and $3,000,000 in the aggregate for damages arising out of bodily injury, sickness and death, and limits no less than $500,000 for all damages arising out of injury to or destruction of property of others, including explosion, collapse and underground exposures. Client shall ensure the Contractor's insurance coverage required pursuant to this Section 8.3: (a) includes contractual coverage sufficient to insure against any Losses sustained by the CP Engineers Indemnitees pursuant to Section 8.4 below; (b) names each of the CP Engineers Indemnitees as additional named insureds and loss payees; and (c) except where prohibited by law, waives all rights of subrogation against CP Engineers' insurers and all CP Engineers Indemnitees.

8.4 Contractor Indemnity: Client shall ensure that any and all Construction Contracts between Client and Contractors responsible for providing CP Engineers with drawings or specifications under this Agreement contain language requiring Contractor to hold harmless, indemnify and defend, CP Engineers Indemnitees from and against any and all Losses arising out of, or alleged to arise from, the Contractor's activities in connection with this Agreement or the Construction Contract.

9. INDEMNIFICATION; LIMITATION OF LIABILITY:

9.1 CP Engineer Indemnity Obligations: To the fullest extent permitted by applicable law, CP Engineers shall indemnify, defend and hold harmless Client, its affiliates, agents, employees, representatives, successors and permitted assigns from and against any and all losses, liabilities, damages, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees (collectively, "**Losses**") arising out of or resulting from any claim of a third party alleging injury or death to persons or damage to tangible property to the extent caused directly by the negligent acts, errors and omissions by CP Engineers, its agents or employees in the performance of the Services.

9.2 Client Indemnity Obligations: To the fullest extent permitted by applicable law, Client shall indemnify, defend and hold harmless CP Engineers, its affiliates, agents, employees, representatives, successors and permitted assigns (collectively, the "**CP Engineers Indemnitees**") from and against any and all Losses arising from or relating to: (a) claims for injury or death to persons, damages to tangible property, or other losses, caused by Client's negligent acts or omissions, or the acts or omissions of its Contractors or anyone for whom the Client is legally liable; (b) any use of the Deliverables by Client or any third-party; (c) Client's breach of any representation, warranty, or obligation of Client in this Agreement; (d) any instructions, data, specifications, or any other information of any kind provided by Client to CP Engineers; (e) any breach of law by Client, its Contractors or anyone for whom the Client is legally liable; or (f) any Hazardous Waste Claim. Client shall not enter into any settlement without CP's prior written consent.

9.3 Limitation of Liability: EXCEPT FOR CLIENT'S PAYMENT OBLIGATIONS, IN NO EVENT SHALL CP ENGINEERS OR CLIENT BE LIABLE FOR ANY LOSS OF USE, REVENUE OR PROFIT, OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY SPECIAL, PUNITIVE, EXEMPLARY, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES WHATSOEVER, NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE, AND REGARDLESS OF: (A) THE LEGAL THEORY UNDER WHICH SUCH DAMAGES ARE INCURRED; (B) WHETHER SUCH DAMAGES WERE FORESEEABLE; AND (C) WHETHER OR NOT IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9.4 Maximum Damages: IN NO EVENT SHALL CP ENGINEER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE LESSER OF (A) THE AGGREGATE AMOUNTS PAID OR PAYABLE TO CP ENGINEERS PURSUANT TO THE PROPOSAL OR APPLICABLE STATEMENT OF WORK IN THE SIX-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM, OR (B) FIFTY THOUSAND DOLLARS ($50,000).

10. SITE SAFETY:

10.1 Safety Procedures: Client acknowledges and agrees that CP Engineers has established procedures for the safety of its employees and subcontractors. Unless specifically set forth in this Agreement or the applicable Statement of Work, CP Engineers hereby disclaims any authority or responsibility for general job site safety and the safety of persons who are not the employees of CP Engineers or its subcontractors.

10.2 Contractor Safety: The parties acknowledge and agree that CP Engineers has not been retained or compensated to provide design and/or construction review services relating to any Contractor's safety precautions, or to the means, methods, techniques, sequences, or procedures required for any Contractor to perform its work relating to this Agreement. Client acknowledges and agrees that the Services do not include shoring, scaffolding, underpinning, temporary retainment of excavations and any erection methods and temporary bracing.

11. PROJECT DELAYS AND CHANGES:

11.1 Force Majeure Events: Neither party shall be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations of Client to make payments to CP Engineers), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("**Impacted Party**") reasonable control, including without limitation, the following force majeure events (each, a "**Force Majeure Event**"): acts of God; flood, fire, earthquake, epidemic, explosion; war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; government order, rule, regulation, law, code, or action; embargoes or blockades in effect on or after the date of the Agreement; national or regional emergency; strikes, labor stoppages, slowdowns, lockouts, or other industrial disturbances; telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials; accidents; or other events beyond the reasonable control of the Impacted Party.

11.2 Effect of Force Majeure: If the occurrence of a Force Majeure Event results in a delay to any schedule established in this Agreement, the parties acknowledge and agree that such schedule shall be deemed amended to the extent necessary to compensate for such delay. In the event such delay exceeds ninety (90) days, Client shall pay CP Engineers an equitable adjustment in compensation.

11.3 Client's Acts or Omissions: If CP Engineers' performance of its obligations under this Agreement is prevented or delayed by any act or omission of Client or its agents, Contractors, or employees, including CP Engineers encountering conditions or circumstances during performance of the Services that are materially different than those described or represented in the information provided by Client, then: (a) CP Engineers shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges, or losses sustained or incurred by Client, in each case, to the extent arising directly or indirectly from such prevention or delay; and (b) Client shall (i) grant CP Engineers an extension of time equal to the Client-caused delay, and (ii) pay CP Engineers an equitable adjustment in compensation, provided that such Client-caused delay exceeds thirty (30) days.

11.4 Changes: Client or CP Engineers may request to change the Services, provided that such change is (a) within the general scope of this Agreement, and (b) due to factors not considered or addressed above in Sections 11.2 and 11.3. If changes in the Services result in increased work, then (i) Client shall pay CP Engineers for hours worked, equipment used, and materials expended in accordance with CP Engineers' rate schedule then in effect, or such other basis as the parties may mutually agree upon, and (ii) the Proposal or applicable Statement of Work will be deemed amended to provide for an equitable adjustment in the fee schedule set forth therein.

12. BILLING AND PAYMENTS:

12.1. Hourly Rates of Compensation: If the Proposal or applicable Statement of Work includes hourly rates of compensation and a rate schedule has not been provided, then such hourly rates shall be equal to two and one half (2.5) times the Total Payroll Cost. For purposes of this Agreement, "**Total Payroll Cost**" means the sum of: (1) direct salary charged to the project; and (2) the ratio of the latest fiscal year benefits of all employees (vacations, sick leave, holidays, insurance, taxes, pensions, and other benefits) to all direct salaries; *multiplied by* direct salary charged to the project.

12.2. Additional Services: If Client requests for CP Engineers to perform services in addition to the Services ("**Additional Services**"), and CP Engineers agrees to perform such Additional Services, then CP Engineers shall invoice, and Client shall pay, an hourly rate for such Additional Services, to be calculated in accordance with Section 12.1 above.

12.3. Reimbursable Expenses: Client shall reimburse CP Engineers for all reasonable expenses that are incurred by CP Engineers, its employees or consultants in performance of the Services, including without limitation: (a) expenses of transportation, subsistence and lodging when traveling in connection with the project; (b) expenses of long distance, toll telephone calls, telegrams, messenger service, faxes, express charges, computer charges, reproduction, and fees paid for securing approval of authorities having jurisdiction over the project; (c) sub-contractor expenses, plus a mark-up to cover CP Engineers' handling and administration costs; and, (d) when authorized in advance by Client, expense of overtime work requiring higher than normal rates, and expense of preparing perspectives, renderings or models (collectively, "**Reimbursable Expenses**").

13. PAYMENTS TO CP ENGINEERS:

13.1 Progress Payments: Client shall pay CP Engineers installment payments in proportion to Services rendered ("**Progress Payments**"). Client shall pay all Progress Payments within thirty (30) days of CP Engineers' submittal of an invoice to Client.

13.2 Reimbursable Expenses: Client shall reimburse CP Engineers for all Reimbursable Expenses within thirty (30) days of receipt by Client of an invoice from CP Engineers accompanied by receipts and reasonable supporting documentation of such Reimbursable Expenses.

13.3 Interest; Suspension of Services: In the event any amounts owed are not paid to CP Engineers when due, CP Engineers may: (a) charge interest on any such unpaid amount at a rate of one and one half percent (1 ½%) or, if lower, the maximum amount permitted under applicable law, from the date such payment was due until the date paid; and/or (b) suspend performance for all Services until payment has been made in full. In addition to the foregoing, Client shall reimburse CP Engineers for all reasonable costs incurred in collecting any late payments, including without limitation, attorneys' fees. If CP Engineers suspends performance of the Services pursuant to this Section 13.3, CP Engineers will not be responsible for any delays or associated costs incurred by Client.

13.4 Payment Terms: Client shall make all payments hereunder in US dollars by wire transfer or check.

13.5 Taxes: Client shall be responsible for all sales, use, excise, value added, gross receipts or any other type of tax that may be imposed by any taxing entity or authority (collectively, "**Taxes**"). All amounts included on the Proposal, applicable Statements of Work, or otherwise owed hereunder are exclusive of any and all Taxes.

13.6 Payment by Third Parties: Client's payment of any amounts owed for Services shall not be subject to or contingent upon Client's receipt of payment from third parties, unless otherwise agreed upon in writing by CP Engineers.

13.7 Cost Adjustment: CP Engineers may make a 'cost of living' adjustment to all fees charged pursuant to this Agreement, including without limitation, lump sum or unit price fees, and maximum fees, if the Consumer Price Index (the "**CPI-U**"), U.S. City Average, exceeds six percent (6%) in any 12-month period commencing with the first day of the month of the date of the Proposal. The 'cost of living' adjustment shall be calculated based on the percentage increase in CPI-U from the inception date of the Proposal for the Services completed each month during the term of this Agreement. CP Engineers shall include the 'cost of living' adjustment in the lump sum, unit costs, or maximum fee, as applicable.

14. PROPOSAL EXPIRATION: Client acknowledges and agrees that, unless otherwise stated therein, the offer to perform the proposed Services described in the Proposal or applicable Statement of Work (a) must be accepted within ninety (90) days from the date thereof, and (b) may only be extended in writing by CP Engineers.

15. GOVERNING LAWS: All matters arising out of or relating to this Agreement shall be governed by, and construed in accordance with, the laws of the State of New Jersey, without giving effect to any choice or conflict of law provision or rule.

16. DISPUTE RESOLUTION:

16.1 Mediation Proceedings: If a dispute, claim, or controversy (each, a "**Dispute**") arises out of, or relates to, any of the provisions contained in this Agreement, a party shall send written notice to the other party of such Dispute ("**Dispute Notice**"). CP Engineers and Client shall first attempt in good faith to resolve any Dispute fairly, amicably and in a timely manner by negotiation and consultation between themselves. If the Dispute cannot be settled through informal discussion within thirty (30) days after one party delivers the Dispute Notice to the other party, either party may, by written notice to the other party, initiate mediation proceedings in an effort to settle the Dispute through non-binding mediation. The mediation shall be conducted under the auspices of the American Arbitration Association (the "**AAA**") in accordance with the Construction Industry Arbitration Rules and Mediation Procedures of the AAA then in effect. The parties agree to resort to arbitration, litigation or other court proceedings, only in the event mediation efforts fail to resolve the Dispute within thirty (30) days after the commencement of mediation proceedings. The mediation proceedings will be held in Sussex County, New Jersey before a single mediator, selected jointly by the parties. If the parties are unable to agree upon the mediator, either party may request the AAA to select the mediator. Regardless of the outcome of the mediation, the costs associated with mediation, exclusive of attorneys' fee, expert fees and other costs not related to the actual cost of administering the mediation, shall be borne equally by the parties.

16.2 Mediation Exception. Notwithstanding anything to the contrary herein, CP Engineers may proceed directly to litigation without first exhausting the mediation requirements set forth in Section 16.1 above in the event Client fails to make payment of any amounts owed within forty (40) days of the applicable invoice date, provided that Client has not delivered a written dispute to CP Engineers of such amounts owed setting forth facts which constitute a legal defense or genuine dispute.

17. CHOICE OF FORUM: Subject to Section 16 above, each party irrevocably and unconditionally agrees that it will not commence any action, litigation or proceeding of any kind whatsoever against the other party in any way arising from or relating to this Agreement, including all exhibits, schedules, attachments and appendices attached to this Agreement, and all contemplated transactions, including contract, equity, tort, fraud and statutory claims, in any forum other than the state or federal courts located in Sussex County, New Jersey. Each party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT.

18. TERMINATION:

18.1 Termination: Either party may terminate this Agreement, effective upon written notice to the other party (the "**Defaulting Party**") if the Defaulting Party: (a) materially breaches this Agreement, and the Defaulting Party does not cure such breach within thirty (30) days after receipt of written notice of such breach (or seven (7) days after receipt of written notice in the event of failure to make payment), or such material breach is incapable of cure; or (b) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors. Notwithstanding the foregoing, CP Engineers may terminate or suspend this Agreement, in whole or in part, on written notice to Client if CP Engineers determines, in its sole discretion, that: (i) any government order or decree renders continued performance untenable; (ii) the performance of any of the Services would be in violation of any laws, rules or regulations; or (iii) the performance of the Services would result in any dangers or hazards to CP Engineer, its personnel or any third-party.

18.2 Effect of Termination: If this Agreement is terminated for any reason, Client shall pay CP Engineers for (a) Services performed up to the effective date of termination, (b) any and all reimbursable expenses directly attributable to the termination of this Agreement, including without limitation, fees owed to any CP Engineer subcontractor for the early termination of such third-party contracts, and (c) fifteen percent (15%) of the total compensation set forth in the Proposal or Statement of Work (as applicable) that is unearned at the time of termination.

19. MERGER AND SEVERABILITY:

19.1 Entire Agreement: This Agreement represents the entire and integrated agreement between Client and CP Engineers, and supersedes all prior or contemporaneous understandings, negotiations, representations, proposals, agreements, or communications, whether written or oral. In the event of any conflict between these Terms and the Proposal, these Terms shall govern, unless the Proposal expressly states that the terms and conditions of the Proposal shall control. These Terms prevail over any of Client's general terms and conditions regardless of whether or when Client has submitted its request for proposal, order, or such terms. Provision of Services to Client does not constitute acceptance of any of Client's terms and conditions and does not serve to modify or amend these Terms.

19.2 Use of Forms: The parties acknowledge and agree that the use of standard business forms, including without limitation, purchase orders and acknowledgments, will be solely for the convenience of the party providing such forms, whether or not such document is signed. None of the provisions, terms, and conditions contained on such forms shall amend or modify these Terms.

19.3 Severability; Waiver: If any term or condition of this Agreement is, to any extent, found by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall remain in full force and effect to the extent allowed by applicable law. No waiver by either party of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by the party so waiving. No failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement operates or may be construed as a waiver thereof. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

20. ASSIGNMENT AND DELEGATION OF DUTIES: Neither Client nor CP Engineers shall assign any of its rights or delegate any of its duties under this Agreement without the written consent of the other. Any purported assignment or delegation in violation of this Section is null and void. This Agreement is binding on and inures to the benefit of the parties to this Agreement and their respective permitted successors and permitted assigns.

21. RELATIONSHIP OF THE PARTIES: The relationship between the parties is that of independent contractors. The details of the method and manner for performance of the Services by CP Engineers shall be under its own control, Client being interested only in the results thereof. Nothing in this Agreement shall give Client the right to instruct, supervise, control, or direct the details and manner of the completion of the Services. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

22. SURVIVAL: Provisions of these Terms, which by their nature should apply beyond their terms, will remain in force after any termination or expiration of this Agreement.

23. NOTICES: All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and addressed to the parties at the addresses set forth in the Proposal or to such other address that may be designated by the receiving party in writing. All notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) or email or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the notice has complied with the requirements of this Section.

24. AUTHORITY TO BIND: Each party represents and warrants to the other that the individual that has executed the Proposal on its behalf is empowered to execute and bind such party to the terms and conditions of this Agreement.

25. NON-SOLICITATION: Each party agrees that, during the term of this Agreement and for a period of one (1) year thereafter, without obtaining the prior written approval of the other party, neither such party, nor any of its affiliates or representatives will, directly or indirectly, for itself or on behalf of another person or entity, solicit for employment, or otherwise induce, influence, encourage, or offer to employ, any employee of the other party who became known to such party in connection with this Agreement, except pursuant to a general solicitation through the media that is not directed specifically to any employees of the other party, unless such solicitation is undertaken as a means to circumvent the restrictions contained in or conceal a violation of this Section. Because the damages either party would sustain on a breach by the other party (the "**Breaching Party**") of the provisions set forth in this Section 25 are not readily ascertainable, for each occurrence that the Breaching Party hires or contracts for the services of the other party's employees in violation of this Section, the Breaching Party agrees to pay the other party as liquidated damages (the "**Liquidated Damages**"), within ten (10) days after written request therefore, a commission equal to the greater of (i) six months base salary of such employee, or (ii) the sum of $35,000. The parties intend that the Liquidated Damages constitute compensation and not a penalty. The parties acknowledge that the Liquidated Damages are a reasonable estimate of the anticipated or actual harm that might arise from a breach of this Section 25. The Breaching Party's payment of the Liquidated Damages is its sole liability and entire obligation and the other party's exclusive remedy for any breach of this Section 25.