

EXHIBIT J

JOINDER IN THE TREASURE COAST REGIONAL PLANNING COUNCIL
BROWNFIELDS PROGRAM CLEANUP LOAN & PROJECT AGREEMENT BETWEEN
TREASURE COAST REGIONAL PLANNING COUNCIL AND
THE FORT PIERCE REDEVELOPMENT AGENCY (which Agreement
is referred to herein as the "Agreement")

In consideration of Treasure Coast Regional Planning Council ("Council") making the loan to the Fort Pierce Redevelopment Agency referenced in the Agreement in the principal amount not to exceed \$300,000.00 and for one dollar and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged by Cardno Inc. ("Consultant"), the Consultant hereby executes this joinder in and to the above referenced Agreement (this Joinder becoming part of the Agreement) and Consultant agrees to, and shall comply with, all terms and conditions of the Agreement as relates to the Work Plan, Budget and Schedule (Exhibit I), the Proposal (referred to below), all Grant Agreement requirements, all EPA requirements and the Consultant also agrees to, and shall comply with, all terms and conditions of this Joinder including but not limited to all terms and conditions set forth below.

Consultant agrees that under this Agreement and related to Consultant's work and services (referred to in the Work Plan, Budget and Schedule and the Proposal) which are being funded by the Council's loan to the Fort Pierce Redevelopment Agency the Consultant shall continuously maintain in full force and effect and deliver to Council all of the insurance certificates, policies, insurance coverages, endorsements, waivers and all other requirements related to insurance in favor of Treasure Coast Regional Planning Council, the Council's Board members, officers, and employees as are set forth in the Consultant Agreement between the Council and Consultant dated February 24, 2012 ("Consultant Agreement"), including all of the provisions of Section 30 "Insurance" appearing on pages 11-15, inclusive, as well as any and all other insurance requirements contained in the Consultant Agreement. All such insurance certificates, policies, insurance coverages, endorsements, waivers and all other requirements in the Consultant Agreement are hereby made specifically applicable to the work and services which Council is funding with the loan referenced above. Notwithstanding that the specific endorsements required in BC2-13 may be on policies that have expired Consultant shall nonetheless have a continuing obligation to provide the endorsements in these required forms under Consultant's currently effective policies. All such insurance certificates, policies, insurance coverages, endorsements, waivers and all other requirements in the Consultant Agreement and Task Assignment No. BC2-13 shall under this Agreement be continuously maintained by Consultant in full force and effect until final completion and acceptance of the Consultant's work and services (referred to in the Work Plan, Budget and Schedule-Exhibit I), in accordance with all EPA requirements and until completion of all such work and services has been accomplished in compliance with all Governmental Requirements and has been given final approval by all applicable Governmental Authority and until all Grant Agreement requirements related to such work and services have been fulfilled by Consultant.

Consultant Has Continuing Responsibility to Provide and Maintain Insurance As Required by this Joinder. Should Consultant fail to provide or maintain any of the required insurance policies or if the insurance policies procured by Consultant do not provide coverage which is as broad, or with the same terms and conditions and waivers, as required by this Joinder, then Consultant shall be in breach of this Agreement. As a result of such breach, Consultant shall be responsible for the defense and payment of all claims, losses, and costs which would have been payable under the required insurance and Consultant shall be subject to all terms, conditions and waivers of the required insurance, as if the required insurance had been in place, subject to the same terms, conditions and waivers, and provided coverage as broad as required by this Joinder.

Waiver and Release by Consultant. Consultant waives, releases, and shall forgo any and all rights of action against, the Treasure Coast Regional Planning Council, the Council's board members, officers and employees for any liabilities, damages, losses and costs, which arise out of or are related in any way to the performance of work and services referred to in this Agreement, the Work Plan, or the Proposal.

The Proposal referred to in this Joinder is the Proposal for Source Removal using Supplemental RLF Funding of Cardno dated September 30, 2015) addressed to Nick Mimms PE, Deputy City Manager, City of Ft. Pierce, FL (the "Proposal").

Cardno understands and agrees that Treasure Coast Regional Planning Council shall have no obligation to provide any of the Loan Funds or any other funds to Cardno. Cardno shall look solely and exclusively to Fort Pierce Redevelopment Agency for payment for its work and services referred to in the Proposal and this Agreement.

IN WITNESS WHEREOF, this Joinder has been executed by Cardno as indicated below.

Cardno

Witnesses:

By: _____ Date: _____
Craig D. Synder, Senior VP COO

Notarization on next page

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2016 by Craig D. Synder, Senior VP COO of TBE Group, Inc. d/b/a Cardno TBE who [_____] is personally known to me or [_____] who has produced a Florida driver's license, as identification. (place check mark or "x" in appropriate box)

NOTARY PUBLIC STATE OF FLORIDA

Printed Name:

Commission Number:

Commission Expiration Date: