



CONTRACT# ENG/220321

# CITY OF OCALA

## CONTINUING PROFESSIONAL SERVICES

### CONTRACT WORK ORDER

WORK ORDER NUMBER # 9

EFFECTIVE DATE: 3/11/25

Contracting Officer  
Approval/Initials

**Project Title:** Silver Springs Road Pond Evaluation and Expansion

To: *Black & Veatch*  
201 South Orange Ave  
Suite 500  
Orlando, FL 32801

Attn: *Mr. Sam Miller, PE*

FUNDING SOURCE: \_\_\_\_\_

EXPENDITURE  
ACCOUNT NUMBER: 158-020-430-538-53-31010

In accordance with your executed City Council Agreement, you are hereby authorized to commence the work outlined in the attached scope of work. The approved work order amount as a maximum limiting amount shall not to exceed **\$146,682.00**.

Requested By:

Date:

3/17/25

Department Director

Approved By:

Deputy/Assistant City Manager

Date:

9

## TASK ORDER NO. 8 SILVER SPRINGS ROAD POND EVALUTATION AND EXPANSION

Owner: City of Ocala, Florida  
Engineer: Black & Veatch Corporation  
Project: Silver Springs Road Pond Evaluation and Expansion

### BACKGROUND

The City of Ocala (City) has two stormwater detention ponds along E Silver Springs Road which were previously modified/constructed as part of the Silver Springs River Pollution Reduction Project (ERP Permit 111331). The Ponds are depicted below in Figure 1 and adjacent to E Silver Springs Blvd (State Road 40)

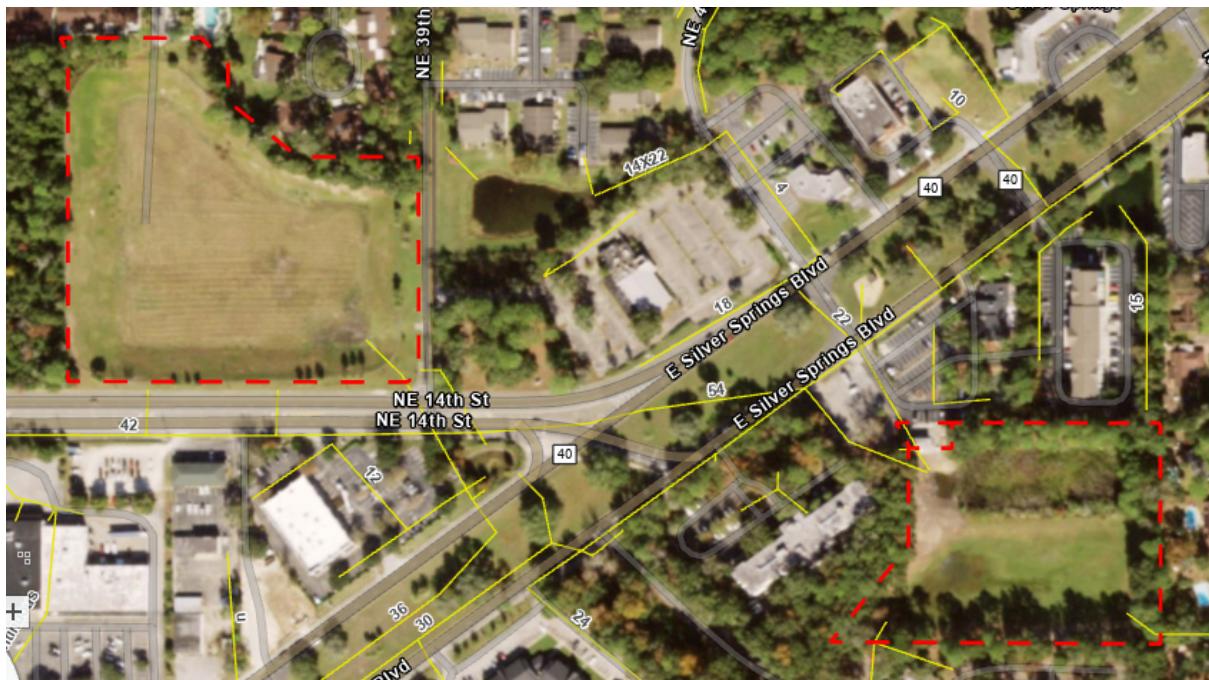


Figure 1: Ponds To be Evaluated

As part of this project, Black & Veatch (Consultant) will conduct a preliminary engineering analysis of the two ponds to determine different configurations or options available to the City. The alternatives will be discussed with City Staff, and the approved alternative will be design and permitted by the Consultant. The Consultant will also provide construction phases services as part of this project.

## Scope of Services

The Scope of Services, by Task, included under this Amendment is summarized below. The City will pay all PERMIT fees and are not included in this scope and fee estimate.

### **Task 1 – Project Kick-Off Meeting and Data Collection**

The Consultant will schedule and conduct one (1) project kickoff meeting. Attendees will include the Consultant's Project Manager, the Project Engineer, the City's Project Manager, and other key City staff. The goal of the meeting will be to confirm project goals, roles, and responsibilities and to review the scope of services and schedule to ensure mutual understanding and enhance collaboration among project stakeholders and participants. The data request will include confirmation of drawings, stormwater models, GIS, and other necessary information.

Survey – Consultant shall develop a Boundary and Topographic Survey for the project site. State Plane Coordinates will be referenced to Florida West State Plane Coordinate System, NAD-83, 2011 adjustment. The survey will indicate whether the property is in a flood zone(s). Indicate the FEMA flood zone map(s) reference and the specific flood hazard zone in which the property is located (Zone A, B, C, etc.). If property has multiple flood zone classifications, show, and identify each flood zone and mark the contour lines of each flood zone on the survey. Locate and provide topography at all above ground improvements. Tree's 4" larger for 1 acre sample and all viable trees. locate existing conditions along contiguous roadways. Vertical datum will be on NAVD 1988. Contours will be shown on a 1' for minor, and 5' for major.

Geotechnical Exploration – The purpose of our geotechnical study is to obtain information on the general subsurface soil conditions at the project site. The subsurface materials encountered will then be evaluated with respect to the available project characteristics. In this regard, engineering assessments for the following items will be formulated: Identification of the existing groundwater levels and estimated normal seasonal high groundwater, fluctuations. General location and description of potentially deleterious materials encountered in the borings which may have an impact on the proposed construction. General geotechnical recommendations for the proposed construction. Sinkhole remediation recommendations for pond 3A. Vertical infiltration rates based on the results of the Double Ring Infiltration (DRI) tests. A horizontal infiltration value will be estimated based on correlations from the vertical infiltration rate and soil types encountered.

This task will be billed on a lump sum basis.

### **Task 2 – Model Preparation and Alternatives Analysis**

The Consultant will convert the current XPSWMM model to StormWise and update it with readily available data such as soils, land use, record drawings, survey, geotechnical exploration, and the updated digital elevation model (DEM).

The Consultant will prepare an alternatives analysis for the City including documentation model revisions, pond upsizing sizing potential, and possible sinkhole performance. The consultant anticipated preparation of up to three different alternative options to discuss before proceeding to detailed design. An alternatives analysis letter will be prepared summarizing the findings, modifications, and flood benefit.

This task will be billed on a time and material basis.

### **Task 3 – Detailed Design**

The Consultant will conduct the detailed design as 60 and 100% design deliverables and corresponding workshops. The Consultant Anticipates as part of this effort that the 60% plans will be utilized for permitting. As part of detailed design, the Consultant shall produce interim documents for the purpose of review by City's staff. The interim documents shall serve as milestones wherein certain features shall be fixed after a period of City review. The purpose of the interim documents and fixing certain features shall be to communicate the design progress and avoid later revisions that would impact design efficiency and Project cost and schedule. Changes made after fixing features will be considered Supplemental Services.

60% Design – Consultant shall develop contract documents to 60% completion level. The 60% completion level will consist of the preparation of detailed technical specifications and design drawings for the pond modifications at the project location. Additionally, the Consultant will develop drawings and notes detailing the demolition, erosion & sediment control, grading, geotechnical features, and standard details necessary for permitting.

60% Level Review Workshop – Consultant shall submit the design documents for City review. Following the City's review, the Consultant will prepare the documents for permitting.

100% Design – Following the completion of permitting, the Consultant shall revise contract documents to 100% completion level. The 100% completion level will consist of updates and revisions to the plans based on City's review and input.

100% Level Review Workshop – Consultant shall submit the design documents for City review. Following the City's review, the Consultant will prepare the documents for procurement.

This task will be billed on a time and material basis.

### **Task 4 – Permitting**

Consultant shall prepare the permitting documents for City review and input. An ERP modification of Permit 111331-4 is assumed to be required for the permit. To prepare the Permit, the Consultant will prepare water quality calculations utilizing BMP Trains and associated project narrative. Consultant assumes at least one (RAI) Response will be required for this application.

Consultant will perform an onsite Wetland and Threatened and Endangered Species Survey within the proposed sites. A Wetland and Threatened and Endangered Species report will be prepared that outlines the findings of the survey and, if necessary, will outline further coordination/permitting that may be required.

No other permitting applications or regulatory consultation is included with this project. Should consultation with other regulatory agencies or additional permitting efforts become necessary, they will be considered additional services and will be negotiated at that time.

This task will be billed on a time and material basis.

## **Task 5 – Bidding Services, Services During Construction**

Bidding Services – Attendance at one (1) pre-bid meeting, Assistance to the City in preparing responses to bidder technical questions prior to bid opening, Evaluation of bids received and preparation of a Bid Evaluation Recommendation Letter.

Services During Construction - Construction is anticipated to last 4 months. The City will provide CEI services throughout construction. The Consultant will provide the City the following services during construction:

- Attendance at one (1) pre-construction meeting,
- Interpretation of contract documents and assistance in responding to up to five (RFI) requests for information (RFI), as requested by the City.
- Attendance at up to four (4) construction progress meetings.
- Conduct up to four (4) field site visits.
- Review and comment on shop drawings, in parallel with the City's shop drawing review.
- Attendance of (1) substantial completion walk-through and preparation of a punch list resulting from the walk-through.

This task will be billed on a time and material basis.

## Project Deliverables

### Task 1 – Project Kick-Off Meeting and Data Collection

- Kick-Off Meeting Agenda
- Meeting Minutes
- Data Request Log
- Topographic Survey
- Geotechnical Report

### Task 2 – Model Preparation and Alternatives Analysis

- Updated Project Area Model
- Draft & Final Alternatives Analysis Letter

### Task 3 – Detailed Design

- 60% Detailed Design Documents
- 100% Detailed Design Documents
- Workshop Meeting Minutes (Up to two)

### Task 4 – Permitting

- Wetlands, Threatened, & Endangered Species Survey
- 1 ERP Permit Modification Application
- Response for up to one request for additional information (RAI)

### Task 5 – Bidding Services, Services During Construction

- Bid Evaluation Recommendation Letter
- Response to RFI (Up to five)
- Shop Drawing Reviews
- Punchlist Walk through Sheet

Description	Days Elapsed from Notice to Proceed
Task 1 – Project Kick-Off Meeting and Data Collection	90
Task 2 – Model Preparation and Alternatives Analysis	110
Task 3 – Detailed Design	210
Task 4 – Permitting	170
Task 5 – Bidding Services, Services During Construction	300

#### Attachments:

Attachment A – Fee Worksheet

Attachment B – Subconsultant Information

## **OCALA - Task Order No.8**

## ***Silver Springs Road Pond Evaluation and Expansion***

## **Attachment A**

DESCRIPTION	Principal Engineer	Project Manager 1	Engineer 2	Environmental Specialist	Senior Engineer 2	CADD/ Computer Technician	Senior Accountant	Accountant	Clerical	Subconsultants			Project Expenses	
										AREHNA	JCH	Total		
Billing Rate (\$/hr)==>		\$347.62	\$200.51	\$171.34	\$134.29	\$221.76	\$155.82	\$148.25	\$128.27	\$105.50	Hours	Labor		
Task 1 – Project Kick-Off Meeting and Data Collection	4	8	12					2	2	16	44	7,292	10,600	
Task 2 – Model Preparation and Alternatives Analysis	4	32	120					2	2	4	168	30,230	30,230	
Task 3 – Detailed Design	8	16	60			8	120	2	2	4	220	37,717	37,717	
Task 4 – Permitting		16	24	76		45		4	2	4	171	28,777	28,777	
Task 5 – Bidding Services, Services During Construction		24	60			8				92	16,867		16,867	
	hours	16	96	276	76	65	120	10	8	28	695			
	labor	\$5,562	\$19,249	\$47,290	\$10,206	\$14,414	\$18,698	\$1,483	\$1,026	\$2,954	\$120,882	10,600	15,200	\$146,682



## Surveying & Mapping - G.I.S Land Development - Planning - Environmental

426 SW 15<sup>th</sup> Street  
Ocala, FL 34471  
Phone 352-405-1482  
[www.JCHcg.com](http://www.JCHcg.com)

January 20, 2025

Sam Miller, P.E.  
Black & Veatch Corporation  
201 S Orange Avenue, #500  
Orlando, FL 32801

RE: Parcel No: 27269+000-00  
Approximately 7.63 Acres

Sam,

Thank you for considering JCH Consulting Group. After reviewing materials from our office, I have determined fees as listed below for the requested services. This will include the following tasks on the project in Marion County, Florida:

- Task #1 Boundary & Topographic Survey: Fee \$6,800.00
  - State Plane Coordinates will be referenced to Florida West State Plane Coordinate System, NAD-83, 2011 adjustment.
  - Horizontal and Vertical data will meet or exceed Standards of Practice as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17.050-052, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes
  - Indicate whether or not the property is located in a flood zone(s). Indicate the FEMA flood zone map(s) reference and the specific flood hazard zone in which the property is located (Zone A, B, C, etc.). If property has multiple flood zone classifications, show and identify each flood zone and mark the contour lines of each flood zone on the survey.
  - Locate and provide topography at all above ground improvements
  - Tree's 4" larger for 1 acre sample and all viable trees
  - Locate existing conditions along contiguous roadways
  - Vertical datum will be on NAVD 1988
  - Contours will be shown on a 1' for minor, and 5' for major

The requested services will be delivered in an electronic drawing file in Civil 3D 2025 format and plotted 24"x36" maps. Upon completion an invoice will be delivered with the final map and drawing file. Payment will be due within 30 days of the invoice date.

Terms of this proposal are valid for 30 days from date of proposal. If you have any questions regarding this proposal, or for any further information, please do not hesitate to call.

Sincerely,

*Chris Howson*

Chris Howson, P.S.M., C.F.M., (FL., MS)  
President  
JCH Consulting Group, Inc.

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Approved By:

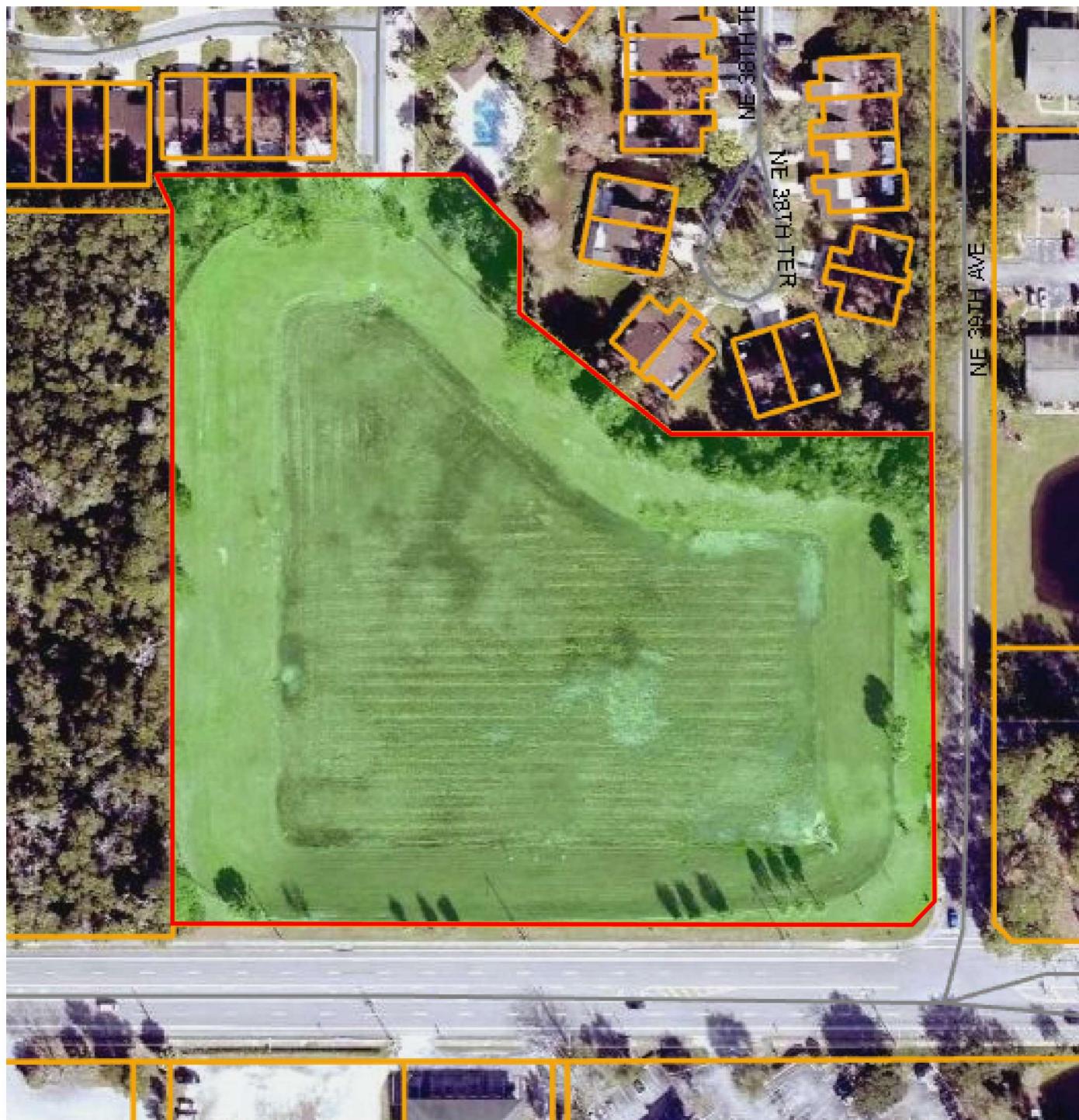
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Date:

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Title:

# EXHIBIT "A"



**J C H**

CONSULTING GROUP, INC.  
LAND DEVELOPMENT + SURVEYING & MAPPING  
PLANNING + ENVIRONMENTAL + G.I.S.  
3128 NW BLITCHTON ROAD, OCALA, FLORIDA 34475  
PHONE (352) 405-1482 FAX (888) 272-8335 [www.JCHcg.com](http://www.JCHcg.com)  
CERTIFICATE OF AUTHORIZATION - L.B. 8071

DRAWN:	C.J.H.	
REVISED:		
CHECKED:	C.J.H.	
APPROVED:	C.J.H.	
SCALE:	NTS	



## Surveying & Mapping - G.I.S Land Development - Planning - Environmental

426 SW 15<sup>th</sup> Street

Ocala, FL 34471  
Phone 352-405-1482  
[www.JCHcg.com](http://www.JCHcg.com)

January 20, 2025

Sam Miller, P.E.  
Black & Veatch Corporation  
201 S Orange Avenue, #500  
Orlando, FL 32801

RE: Parcel No: 27261+000-00  
Approximately 4.35 Acres

Sam,

Thank you for considering JCH Consulting Group. After reviewing materials from our office, I have determined fees as listed below for the requested services. This will include the following tasks on the project in Marion County, Florida:

- **Task #1 Boundary & Topographic Survey:** Fee \$8,400.00
  - State Plane Coordinates will be referenced to Florida West State Plane Coordinate System, NAD-83, 2011 adjustment.
  - Horizontal and Vertical data will meet or exceed Standards of Practice as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17.050-052, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes
  - Indicate whether or not the property is located in a flood zone(s). Indicate the FEMA flood zone map(s) reference and the specific flood hazard zone in which the property is located (Zone A, B, C, etc.). If property has multiple flood zone classifications, show and identify each flood zone and mark the contour lines of each flood zone on the survey.
  - Locate and provide topography at all above ground improvements
  - Tree's 4" larger for 1 acre sample and all viable trees
  - Locate existing conditions along contiguous roadways
  - Vertical datum will be on NAVD 1988
  - Contours will be shown on a 1' for minor, and 5' for major

The requested services will be delivered in an electronic drawing file in Civil 3D 2025 format and plotted 24"x36" maps. Upon completion an invoice will be delivered with the final map and drawing file. Payment will be due within 30 days of the invoice date.

Terms of this proposal are valid for 30 days from date of proposal. If you have any questions regarding this proposal, or for any further information, please do not hesitate to call.

Sincerely,

*Chris Howson*

Chris Howson, P.S.M., C.F.M., (FL., MS)  
President  
JCH Consulting Group, Inc.

---

Approved By:

---

Date:

---

Title:

# EXHIBIT "A"



**JCH**

CONSULTING GROUP, INC.  
LAND DEVELOPMENT + SURVEYING & MAPPING  
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DRAWN:	C.J.H.	
REVISED:		
CHECKED:	C.J.H.	
APPROVED:	C.J.H.	
SCALE:	NTS	

January 15, 2025

Sam Miller, PE  
Black & Veatch Corporation

Via Email: MillerS@bv.com

Subject: Revised Proposal for Geotechnical Engineering Services  
Ocala Ponds  
NE 39<sup>th</sup> Road and E Silver Spring Boulevard  
Ocala, Florida  
AREHNA B.Prop-25-020.REV

AREHNA Engineering, Inc. is pleased to present this proposal to provide geotechnical engineering services for the referenced project. This proposal summarizes our understanding of the project, presents our scope of services, and provides a proposed scope, fee and schedule.

### **Project Description**

The project sites are located at two existing ponds in Ocala, Florida. The table below shows the approximate location. We understand that Pond 1 has a sinkhole and requires recommendations on stabilizing the pond and Pond 2 is a depressional area that will be connected to the existing pond to the north.

Pond Site	Approximate Location
Pond 1	NE 39 <sup>th</sup> Road and E Silver Spring Boulevard
Pond 2	NE 14 <sup>th</sup> Street and E Silver Spring Boulevard

Based on recent aerial images, the site appears to be gated and accessible to AREHNA's truck mounted drilling rig. Access will need to be coordinated prior to our mobilization. This proposal assumes that no permits, special equipment or clearing will be required.

### **Scope of Services**

The purpose of our geotechnical study is to obtain information on the general subsurface soil conditions at the project site. The subsurface materials encountered will then be evaluated with respect to the available project characteristics. In this regard, engineering assessments for the following items will be formulated:

- Identification of the existing groundwater levels and estimated normal seasonal high groundwater fluctuations.
- General location and description of potentially deleterious materials encountered in the borings which may have an impact on the proposed construction.
- General geotechnical recommendations for the proposed construction.
- Sinkhole remediation recommendations for Pond 1.
- Vertical infiltration rates based on the results of the Double Ring Infiltration (DRI) tests. A horizontal infiltration value will be estimated based on correlations from the vertical infiltration rate and soil types encountered.

The following services will be performed:

- Site reconnaissance and stake boring locations.
- Request utility location services from Sunshine811.
- Perform one Standard Penetration Test (SPT) boring to 50 feet at the top of Pond 1. Samples will be collected, and Standard Penetration Test resistances measured continuously for the top ten feet and at approximate intervals of five feet, thereafter.
- Perform four seasonal high hand auger borings extending to an approximate depth of 6 feet below existing ground surface or auger refusal at locations provided by the client.
- Perform four Double Ring Infiltration (DRI) tests within the proposed detention ponds (depth provided by client).
- Visually classify and stratify soil samples in the laboratory and conduct a laboratory testing program as needed to verify soil classifications.
- Report the results of the field exploration and engineering analysis. The results of the subsurface exploration will be presented in a written report signed and sealed by a professional engineer specializing in geotechnical engineering.

### Schedule

We can perform the fieldwork within approximately four to five weeks from receiving the notice to proceed. During this time, the boring locations will be staked/marked and a utility locates request will be submitted to Sunshine811. The fieldwork should require approximately 1 week to complete, weather and access permitting. Our signed and sealed report should be available approximately three weeks after completion of the fieldwork.

### Service Fee

We propose to complete our geotechnical engineering services for a lump sum fee of \$10,600.00.

The attached Work Order is an integral part of this proposal. To authorize our services, please sign the work order or reference this proposal in a letter of authorization. Please note that samples will be retained for 90 days after the date of the report and then disposed, unless other arrangements have been made.

We appreciate the opportunity to support you on this project. If you have any questions regarding this proposal, please do not hesitate to contact us at 813.944.3464.

Sincerely,  
AREHNA Engineering, Inc.

  
Andy Tao, P.E.  
Geotechnical Engineer

  
Kevin M. Hill, P.E., PMP  
Senior Geotechnical Engineer

Attachments: Work Order



**Project Name ("Project"):** Ocala Ponds

**Proposal No. ("Proposal"):** B.Prop-25-020.REV

**Date of Proposal:** 1/15/2025

**Project Location ("Site"):** NE 39th Road and E Silver Spring Boulevard, Ocala, Florida

**Client:** Black & Veatch Corporation

**Client Address:** Via Email: MillerS@bv.com

**Scope of Services:** Please refer to the attached Proposal, which is incorporated herein by reference.

In consideration of the mutual covenants expressed herein, and intending to be legally bound, the Parties agree as follows:

**1. STANDARD OF CARE.** AREHNA will perform the Scope of Authorized Services referenced above and in any subsequent change order ("Services") as an independent contractor, using that degree of skill and care ordinarily exercised under similar conditions by reputable members of AREHNA's profession practicing in the same or similar locality at the time of performance. NO OTHER WARRANTY, EXPRESS OR IMPLIED, IS MADE OR INTENDED, AND THE SAME ARE SPECIFICALLY DISCLAIMED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Any claim that Client may bring against AREHNA with respect to the Services to be performed by AREHNA must be commenced within one (1) year after the date on which Client first knew or should have known of the deficient Services upon which the claim is based.

**2. OPINIONS OR ESTIMATES OF COST.** If included in the Services, AREHNA will provide estimates of the cost of materials, remediation or construction based on AREHNA's experience on similar projects, which are not intended for Client's or others' use in developing firm budgets or financial models, or making investment decisions. Client agrees that any opinion of cost is still merely an estimate.

**3. PAYMENT.** Client will pay AREHNA for performing the Services in accordance with the fee provisions contained in the Proposal or the above Scope of Authorized Services. AREHNA's invoices are due upon receipt. If payment is not received within thirty (30) days from the date of AREHNA's invoice, in addition to the invoiced amount, Client will owe interest on the unpaid balance at a rate equal to the lesser of one and one-half (1½ %) percent per month or the maximum legal rate until the invoice, plus interest, is paid in full. AREHNA may suspend the performance of Services when any invoice is past due.

**4. LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, CLIENT EXPRESSLY AGREES, FOR ITSELF AND ANYONE CLAIMING BY, THROUGH OR UNDER IT, THAT THE LIABILITY OF AREHNA, AFFILIATES AND SUBCONTRACTORS, INCLUDING THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUCCESSORS AND ASSIGNS, FOR ANY AND ALL CAUSES OF ACTION WHATSOEVER, INCLUDING, WITHOUT LIMITATION, TORT, CONTRACT, STRICT LIABILITY, INDEMNITY OR OTHERWISE, ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT OR AREHNA'S PROFESSIONAL SERVICES, SHALL BE LIMITED TO THE AGGREGATE SUM, INCLUDING AMOUNTS PAID TO THIRD PARTY RECIPIENTS OF DELIVERABLES, ATTORNEYS' FEES AND ALL OTHER LITIGATION COSTS AND EXPENSES, IF ANY, OF FIFTY THOUSAND DOLLARS (\$50,000) OR THE TOTAL FEES PAID TO AREHNA BY CLIENT UNDER THIS AGREEMENT, WHICHEVER IS GREATER. Client acknowledges that (i) without the inclusion of this limitation of liability provision, AREHNA would not have performed the Services, (ii) it has had the opportunity to negotiate the terms of this limitation of liability as part of an "arms-length" transaction, (iii) the limitation amount may differ from the amount of professional liability insurance required of AREHNA under this Agreement, (iv) the limitation of liability provision is merely a limitation of, and not an exculpation from, AREHNA's liability and (v) it has received special consideration of ten dollars (\$10) for this

limitation of liability provision and waives any and all rights to dispute the receipt and sufficiency of such consideration. **PURSUANT TO FLORIDA STATUTES, SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.**

**5. INDIRECT DAMAGES.** EACH PARTY HEREBY WAIVES ITS RIGHTS TO RECOVER FROM THE OTHER PARTY ANY CONSEQUENTIAL, INDIRECT, OR INCIDENTAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, INCOME, PROFITS, FINANCING OR REPUTATION), ARISING OUT OF, OR RELATING TO, THIS AGREEMENT OR THE PERFORMANCE OF THE SERVICES, OR BOTH.

**6. SITE OPERATIONS.** If sampling or intrusive services are part of the Services, the Proposal or opinion of costs does not include the costs associated with surveying the Site to determine accurate horizontal and vertical locations of any tests, borings, or well installation locations. Client will establish test or boring locations. If surveying is required, those Services will be secured by Client. Field tests or boring locations described in the Deliverables or shown on sketches are based on information furnished by others or estimates made in the field by AREHNA's personnel. Such depths, dimensions, or elevations are approximations. Unless expressly stated otherwise, the Services do not include the costs of restoration of damage which is reasonably necessary to perform the Services. Client will defend, indemnify and hold harmless the Indemnitees from and against Liabilities related to, or arising from, any undisclosed or unknown surface or subsurface conditions, except to the extent such Liabilities were caused solely by the negligence of the Indemnitees.

**7. SITE RESPONSIBILITY.** Client will provide AREHNA with access to the Site and all available Site information deemed necessary by AREHNA. The Services do not include supervision or direction of the means, methods or actual work of other consultants, contractors and subcontractors not retained by AREHNA. Client agrees that each such other party will be solely responsible for its working conditions and safety on the Site. AREHNA's monitoring of the procedures of any such other party is not intended to include a review of the adequacy of its safety measures. It is agreed that AREHNA is not responsible for safety or security at the Site, other than for AREHNA's employees, and that AREHNA does not have the right or duty to stop the work of others.

**8. SAMPLES AND WASTES.** Samples are generally consumed or altered during testing and are disposed of immediately upon completion of the tests. If Client directs AREHNA to retain any samples, AREHNA will take reasonable steps to retain them, at Client's expense, but only for a mutually acceptable time. AREHNA reserves the right to refuse storage of any samples. If the samples or wastes resulting from the Services or any soils or materials contain asbestos, molds, fungi, bacteria, viruses, or any other hazardous, radioactive or toxic substances, pollutants, or their constituents (collectively, "Contaminants"), AREHNA, at Client's direction and expense, will either (i) return such samples, wastes, soils or materials to, or leave them with, Client for appropriate disposal or (ii) using a manifest signed by Client as generator and arranger, transport such samples, wastes, soils or materials to an approved facility selected by Client for final disposal, using a transporter selected by Client. In so doing, AREHNA will be acting solely as an independent contractor for Client and will at no time assume title, constructive or express, to any such samples, wastes, soils, or materials. Client will defend, indemnify and hold harmless the Indemnitees from and against all Liabilities arising from the Indemnitees handling of such samples, wastes, soils or materials, except to the extent of AREHNA's negligence or willful violation of any applicable law.

**9. UNANTICIPATED CONDITIONS.** Client will inform AREHNA in writing of all known Contaminants or other conditions existing on or near the Site that present a potential danger to health, the environment, or AREHNA's equipment or personnel prior to commencement of the Services. Should AREHNA encounter such conditions which were not reasonably anticipated or which increase the risk or cost, or both, involved in AREHNA's performance of the Services, upon notice to Client, AREHNA, in its sole discretion, may (i) suspend the performance of Services and submit a change order to be signed by Client prior to proceeding or (ii) discontinue the performance of Services and terminate this Agreement. If the unanticipated condition presents an immediate or potential threat to health, safety, the environment, or AREHNA's equipment or personnel, AREHNA will immediately inform Client, so that Client can notify the appropriate government authorities. If Client fails to do so, Client will hold AREHNA harmless if AREHNA provides such notice.

**10. EXCUSABLE DELAY.** AREHNA will not be in breach of this Agreement due to any delay or failure to perform any obligation pursuant to a schedule, if such delay or schedule failure results from circumstances beyond the control of AREHNA. In the event of any such delay, AREHNA will be entitled to an extension of the time to put performance of the Services back on schedule, and AREHNA will be compensated for any necessary and reasonable increased costs of performance that result from such delay.

**11. ENVIRONMENTAL INDEMNITY.** Client (i) expressly releases the Indemnitees from all Liabilities arising from, or related to, any exposure, release, or dispersal of Contaminants on or about the Site and (ii) will defend, indemnify, and hold harmless the Indemnitees from and against all such Liabilities arising from or caused by Contaminants ("Environmental Liabilities"), except to the extent that such Environmental Liabilities are determined to have been caused solely by the negligence of, or the willful violation of any applicable environmental health or safety law, by AREHNA.

**12. TERM AND TERMINATION.** The term of this Agreement shall commence on the month, day and year first written above and shall continue in effect until completion of the Services and final payment, unless earlier terminated by Client for its convenience upon fourteen (14) days prior written notice to AREHNA. In such event, Client will take possession of the Site and the materials and equipment thereon, provided that such materials and equipment have been paid for by Client. AREHNA will be paid for all Services performed up to the effective date of termination, plus reasonable demobilization expenses and expenses related to the cancellation of previously-placed orders and other commitments regarding the Project.

**13. DISPUTE RESOLUTION.** The Parties shall undertake in good faith to settle or compromise all disputes, controversies, or differences between them that arise out of, or are related to, the performance of a Party under this Agreement (individually, "Dispute" and, collectively, "Disputes") by means of amicable discussions. All Disputes shall be dealt with as follows:

Any time there is a Dispute, either Party may send a written notice to the other Party setting forth a description of the Dispute ("Notice of Dispute"). If the Dispute is not resolved during the first fourteen (14) days following receipt of the Notice of Dispute, either Party may seek to have the Dispute resolved by non-binding mediation pursuant to the construction industry rules of the American Arbitration Association. Promptly upon selection of a mediator, the Parties shall provide the mediator with copies of the Notice of Dispute, all related, relevant documents and a statement of their respective positions and shall request that the mediator meet with the Parties within twenty (20) days of such selection to consider and propose a resolution or a procedure for reaching a resolution. If the Parties have not resolved the Dispute or have not agreed in a writing signed by an officer of both Parties to resolve the Dispute by binding arbitration, either Party, after sixty (60) days following receipt of the Notice of Dispute (regardless of whether any mediation process has occurred or is ongoing or concluded), may seek a resolution in any state or federal court that has jurisdiction over the Parties and the subject matter of the Dispute ("Court"). Either Party may apply to a Court for an order, if necessary, granting preliminary relief to maintain the status quo, to avoid irreparable injury, or to obtain other emergency relief at any time during the process described above. Despite such application, the Parties will continue to participate in good faith in the procedures specified in this Section 14. The procedures specified in this Section 14 shall be the sole and exclusive procedures for the resolution of Disputes. THE PARTIES HEREBY WAIVE TRIAL BY JURY WITH RESPECT TO ANY ACTION OR PROCEEDING BROUGHT IN CONNECTION WITH THIS AGREEMENT.

**14. ASSIGNMENT.** This Agreement may not be assigned by either Party without the written consent of the other Party, which said such consent shall not be unreasonably withheld or delayed. Client acknowledges that AREHNA may subcontract portions of the Services to its affiliated companies and/or utilize employees of its affiliated companies in performing the Services, without the approval of Client.

**15. SURVIVAL.** All of Client's and AREHNA's obligations and liabilities, including, but not limited to, Client's defense and indemnification obligations and the limitation of liability provision in Section 5, and AREHNA's rights and remedies with respect thereto, shall survive completion of the Services and the expiration or termination of this Agreement.

**16. SEVERABILITY.** If any provision of this Agreement is deemed invalid or unenforceable, it is the intent of the Parties that this entire Agreement not be invalidated or rendered unenforceable, that the remaining provisions shall continue in full force and effect and the invalid or unenforceable provision shall be interpreted and enforced as closely as possible to the intent of the Parties, or deleted if a valid or enforceable interpretation is not possible under applicable law, and that the rights and obligations of the Parties shall be construed and enforced accordingly.

**17. NO CONSTRUCTION AGAINST THE DRAFTER.** Each of the Parties has had an opportunity to negotiate the terms and conditions expressed herein; therefore, this Agreement will not be construed more strictly against either Party as the drafter.

**18. INTEGRATION.** This Agreement and other documents, if attached as exhibits hereto, constitute the entire Agreement between the Parties and supersede any previous written or oral contracts or negotiations. This Agreement and the above Scope of Authorized Services can only be changed by a written instrument signed by both Parties.

**19. GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Florida, without giving effect to its choice of law principles.

**AREHNA Engineering, Inc.**

Signature of Authorized AREHNA Representative

Print Name and Title

Date

**Black & Veatch Corporation**

Signature of Authorized Client Representative

Print Name and Title

Date