

UNIVERSAL ENGINEERING SCIENCES

GEOTECHNICAL EXPLORATION
Proposed Warehouse/Freezer Building
MANATEE COUNTY JAIL
14470 HARLEE ROAD
PALMETTO, MANATEE COUNTY; FL
UES PROJECT NO.:1130.1500041.0000
UES REPORT NO.: 10980

Prepared For:

Manatee County 1112 Manatee Avenue W., Suite 803 Bradenton, FL 34206

Prepared By:

Universal Engineering Sciences, Inc. 1748 Independence Boulevard, Ste. B-1 Sarasota, FL 34234 (941) 358-7410

March 16, 2015



Consultants in: Geotechnical Engineering • Environmental Sciences Construction Materials Testing • Threshold Inspection • Private Provider Inspection • Miami

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March 16, 2015

Mr. David O'Mahony Manatee County 1112 Manatee Avenue W., Suite 803 Bradenton, FL 34206

Reference:

GEOTECHNICAL EXPLORATION

Proposed Warehouse/Freezer Building

Manatee County Jail 14470 Harlee Road

Palmetto, Manatee County; FL

UES Project No.:1130.1500041.0000

UES Report No.: 10980

Dear Mr. O'Mahony:

Universal Engineering Sciences, Inc. (UES) has completed the subsurface exploration for the above referenced project. The scope of our exploration was planned in conjunction with and authorized by you.

This report contains the results of our exploration, an engineering interpretation of these results with respect to the project characteristics described to us, and recommendations to aid in foundation design, and site preparation.

We appreciate the opportunity to have worked with you on this project and look forward to a continued association. Please do not hesitate to contact us if you should have any questions, or if we may further assist you as your plans proceed.

Respectfully submitted,

UNIVERSAL ENGINEERING SCIENCES, INC.

Certificate of Authorization Number 549

Yudelsy Alvarez Staff Engineer

RG/YA:

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Proposed Warehouse/Freezer Building

Manatee County Jail 14470 Harlee Road, Palmetto; FL UES Project No.:1130.1500041.0000

March 16, 2015

1.0 INTRODUCTION

1.1 GENERAL

In this report, we present the results of the subsurface exploration of the proposed warehouse building. A general location plan of the project appears in Appendix A: Site Location Plans. We have divided this report into the following sections:

- SCOPE OF SERVICES Defines what we did
- FINDINGS Describes what we encountered
- RECOMMENDATIONS Describes what we encourage you to do
- LIMITATIONS Describes the restrictions inherent in this report
- APPENDICES Presents support materials referenced in this report.

2.0 SCOPE OF SERVICES

2.1 PROJECT DESCRIPTION

The project consists of the construction of approximately 8,050 warehouse single-story building structure at the Manatee County Jail. A site plan showing the proposed building and the boring locations was provided to us.

Structural details were not provided to UES at this time. We have assumed maximum wall and column loads of 7 Kips per lineal foot, and 75 Kips, respectively.

Our recommendations are based upon the above considerations. If any of this information is incorrect or if you anticipate any changes, inform Universal Engineering Sciences so that we may review our recommendations.

2.2 PURPOSE

The purposes of this exploration were:

- To explore the general subsurface conditions at the site;
- To interpret and review the subsurface conditions with respect to the proposed construction; and
- To provide geotechnical engineering recommendations for foundation design, and site preparation.

Recommendations concerning other soil related considerations were beyond the scope of our exploration. This report presents an evaluation of site conditions on the basis of traditional geotechnical procedures for site characterization. Our work did not address the potential for surface expression of deep geological conditions, such as sinkhole development related to karst activity. The recovered samples were not examined, either visually or analytically, for chemical composition or environmental hazards. Universal Engineering Sciences would be pleased to perform these services, if you desire.



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2.3 FIELD EXPLORATION

The subsurface conditions were explored by drilling and sampling four (4) Standard Penetration Test (SPT) borings within the propose building at the designated locations. These borings were advanced to a depth of 20 feet below existing grades.

We performed the Standard Penetration Test using our truck mounted drill rig utilizing mud rotary procedures according to the procedures of ASTM D-1586, with continuous sampling performed above a depth of 10 feet, to detect slight variations in the soil profile at shallow depths, and then at five-foot intervals thereafter. The basic procedure for the Standard Penetration Test is as follows: A standard split-barrel sampler is driven into the soil by a 140-pound hammer falling 30 inches. The number of blows required to drive the sampler 1-foot, after seating 6 inches, is designated the penetration resistance, or N-value; this value is an index to soil strength and consistency.

The boring locations were located by our drill crew based on the site plan and existing site conditions. The test boring locations are shown on the attached Boring Location Plan in Appendix A.

2.4 LABORATORY EXPLORATION

The soil samples recovered from the soil test borings were returned to our laboratory and then an engineer visually examined and reviewed the field descriptions. We selected representative soil samples for laboratory testing consisting of seven (7) wash 200 determinations, seven (7) moisture content tests, one (1) Atterberg Limit, and four (4) sieve analysis.

We performed these tests to aid in classifying the soils and to help evaluate the general engineering characteristics of the site soils. See Appendix A: Boring Logs and Description of Testing Procedures for further data and explanations. Jar samples of the soils will be held in our laboratory for your inspection for sixty days unless we are notified otherwise.

3.0 FINDINGS

3.1 SURFACE CONDITIONS

A Universal Engineering Sciences representative performed a visual site observation of the subject property to gain a "hands-on" familiarity of the project area. At the time of our exploration, the site was relatively level and grassed.

3.2 SOIL SURVEY

The "Soil Survey of Manatee County, Florida", published by the published by the United States Department of Agriculture (USDA) - Soil Conservation Service (SCS), was reviewed for general near-surface soil information prior to development within the general project vicinity. The USDA, SCS primary soil mapping unit within the proposed project area, and some characteristics and properties are summarized below:



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Manatee County Jail

14470 Harlee Road, Palmetto; FL UES Project No.:1130.1500041.0000

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<u>EauGallie</u> (Soil Group No. 20): Under natural conditions, this soil group consists of fine sands from the surface to a depth of about 42 inches, sandy clay loam from 42 to 50 inches, and fine sand from 50 to 65 inches below grade. Based on the soil survey, the water table is from 6 to 18 inches below grade.

3.3 SUBSURFACE CONDITIONS

The boring locations and detailed subsurface conditions are illustrated in Appendix A: Boring Location Plan and Boring Logs. The classifications and descriptions shown on the logs are generally based upon visual characterizations of the recovered soil samples. Also, see Appendix A: Soils Classification Chart, for further explanation of the symbols and placement of data on the Boring Logs. The following table summarizes the soil conditions encountered.

		TABLE 1 General Soil Profile
	ical h (ft)	Soil Descriptions
Fro m	То	Ooli Descriptions
0	8	Medium dense fine sand and fine sand with silt [SP, SP-SM]
8	13	Medium dense fine sand and fine sand with silt and clay [SP, SP-SM, SP-SC]
13	20*	Loose fine sand with silt, clayey sand, and clayey silty sand [SP-SM, SC, SM]
* []		ination Depth of Deepest Boring keted Text Indicates: Unified Soil Classification

Variations in the depth, thickness and consistency of the aforementioned soil strata occurred at the individual test boring locations. We encountered groundwater at depths ranging from 3.2 to 3.4 feet below existing grade at the time of our investigation. The variations in the measured water levels are attributed to the variation in the ground surface elevation at this site as well as the soil type encountered.

4.0 RECOMMENDATIONS

4.1 GENERAL

The following recommendations are made based upon a review of the attached soil test data, our understanding of the proposed construction, and experience with similar projects and subsurface conditions. If the structural loadings, building locations, building sizes, or grading plans change or are different from those discussed previously, we request the opportunity to review and possibly amend our recommendations with respect to those changes.

Additionally, if subsurface conditions are encountered during construction which was not encountered in the borings, report those conditions immediately to us for observation and



Proposed Warehouse/Freezer Building

Manatee County Jail 14470 Harlee Road, Palmetto; FL UES Project No.:1130.1500041.0000 March 16, 2015

recommendations.

In this section of the report, we present our detailed recommendations for groundwater control, building foundations, and site preparation.

4.2 GROUNDWATER CONSIDERATIONS

The groundwater table will fluctuate seasonally depending upon local rainfall and tidal fluctuation. Temporary dewatering may be required for deeper excavations, such as large foundation elements, elevator pits and utility trenches. Surface drainage and dewatering measures may be required during site preparation procedures such as proof-compacting of the existing soils, and fill placement particularly if construction proceeds during the wet season. Further, we recommend that the groundwater table be maintained 18 to 24 inches below earthwork and compaction surfaces.

We recommend sufficient quantities of fill be placed in the building and pavement areas to mitigate the effect of groundwater on shallow excavations, such as foundations. Further, we recommend the bottom of the base course used in pavement construction be maintained at least 18 inches above the seasonal high water levels.

4.3 BUILDING FOUNDATIONS

We believe the proposed structure can be supported on conventional shallow foundation provided the site is properly prepared and the foundation loading conditions do not exceed the values outlined earlier in this report. The following parameters may be used for foundation design.

4.3.1 Bearing Pressure

The maximum allowable net soil bearing pressure for shallow foundations should not exceed 2,000 pounds per square foot (psf). Net bearing pressure is defined as the soil bearing pressure at the base of the foundation in excess of the natural overburden pressure. The foundations should be designed based upon the maximum load that could be imposed by all loading conditions.

4.3.2 Foundation Size

The minimum widths recommended for any isolated column footing and continuous wall footing is 24 inches and 18 inches, respectively. Even though the maximum allowable soil bearing pressure may not be achieved, this width recommendation should control the size of the foundations.

4.3.3 Bearing Depth

The exterior foundations should bear at a depth of at least 18 inches below the exterior final grades. We recommend stormwater and surface water be diverted away from the building exteriors, both during and after construction to reduce the possibility of erosion beneath the exterior footings.



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4.3.4 Bearing Material

The foundations may bear on either the compacted suitable natural soils or compacted structural fill as recommended in the site preparation of this report. The bearing level soils, after compaction should have compaction to at least 95 percent of the maximum dry density of the bearing soils as determined by ASTM D-1557 (Modified Proctor), to the depth described subsequently in the Site Preparation section of the report. In addition to compaction the bearing soils must exhibit stability and be free of "pumping" conditions. If moisture sensitive soils are encountered and compaction is difficult to achieve, the footings can be treated with dry suitable material or acceptable crushed aggregate.

4.3.5 Settlement Estimates

Post-construction settlement of the structure will be influenced by several interrelated factors, such as (1) subsurface stratification and strength/compressibility characteristics of the bearing soils to a depth of approximately twice the width of the footing; (2) footing size, bearing level, applied loads, and resulting bearing pressures beneath the foundation; (3) site preparation and earthwork construction techniques used by the contractor, and (4) external factors, including but not limited to vibration from offsite sources and groundwater fluctuations beyond those normally anticipated for the naturally-occurring site and soil conditions which are present.

Our settlement estimates for the structure are based upon the use of successful adherence to the site preparation recommendations presented later in this report and the maximum loading conditions previously discussed. Any deviation from these recommendations could result in an increase in the estimated post-construction settlement of the structure.

Due to the sandy nature of the surficial soils, following the compaction operations, we expect a significant portion of settlement to be elastic in nature and occur relatively quickly on application of the loads, during and immediately following construction. Using the recommended maximum bearing pressure, the assumed maximum structural loads, and the field and laboratory test data which we have correlated into the strength and compressibility characteristics of the subsurface soils, we estimate the total settlements of the structure to be 1 inch or less.

Differential settlements result from differences in applied bearing pressures and the variations in the compressibility characteristics of the subsurface soils. For the foundations prepared as recommended, we anticipate post construction differential settlements of ½-inch or less.

4.3.6 Floor Slabs

The floor slabs will be supported on compacted fill and either is structurally isolated from the other foundation elements or monolithic floor slabs adequately reinforced to prevent distress due to differential movements. For building design, we recommend using a subgrade reaction modulus of 150 pounds per cubic inch (pci) which can be achieved by compacting the subgrade soils as recommended in the site preparation procedure. We recommend the use of a sheet vapor barrier such as visquen beneath the building slab on grade to help control moisture migration through the slab.



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Manatee County Jail

14470 Harlee Road, Palmetto; FL UES Project No.:1130.1500041.0000

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4.4 SITE PREPARATION

We recommend only good practice, site preparation procedures in conjunction with the densification of the upper 1 foot of existing subgrade soils. These procedures include: stripping the site of all existing improvements, vegetation, roots and topsoil, proof-rolling and compacting the subgrade to a depth of 1 foot, and filling to grade with engineered fill.

A more detailed synopsis of this work is as follows:

- 1. If required, perform remedial dewatering prior to any earthwork operations.
- 2. Strip the proposed construction limits of all existing improvements, vegetation, grass, roots, topsoil, and other deleterious materials within and 10 feet beyond the perimeter of the proposed building and in all paved areas. Moreover, any existing and/or former below grade elements, such as foundations and utilities should be removed from the limits of the planned building and pavement areas. Any resulting excavations should be replaced with compacted fill according to the recommendations provided later in this section of our report.
- 3. After stripping the site as outlined above in Item #2, proof-roll the subgrade under the observation of a Universal Engineering Sciences geotechnical engineer or his representative. Proof-rolling will help locate any zones of especially loose or soft soils not encountered in the soil test borings. Then undercut, or otherwise treat these zones as recommended by the engineer.
- 4. Compact the subgrade from the surface until you obtain a minimum density of 95 percent of the Modified Proctor maximum dry density (ASTM D-1557), to a depth of 1 foot below existing grade in the building areas.
- 5. Test the subgrade for compaction at a frequency of not less than one test per 2,500 square feet per foot of depth improvement in the building area.
- 6. Place fill and backfill material, as required. The fill should consist of "clean," fine sand with less than 5 percent soil fines. You may use fill materials with soil fines between 5 and 10 percent, but strict moisture control may be required. Place fill in uniform 12-inch compacted lifts and compact each lift to a minimum density of 95 percent of the Modified Proctor maximum dry density.
- 7. Perform in-place density tests within the fill at a frequency of not less than one test per 2,500 square feet per lift in the building areas.
- 8. Compact all footings to a depth of 1 foot. Additionally, we recommend that you test one out of every four column footings, and one test per every 50 lineal feet of wall footing to verify the required compaction is obtained.

Using vibratory compaction equipment at this site may disturb adjacent and other nearby structures and roadways. We recommend that you monitor adjacent and nearby structures before and during proof-compaction. If disturbance is noted, halt vibratory compaction and inform Universal Engineering Sciences immediately. We will review the compaction procedures



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and evaluate if the compactive effort results in a satisfactory subgrade, complying with our original design assumptions.

4.5 CONSTRUCTION RELATED SERVICES

We recommend the owner retain Universal Engineering Sciences to perform construction materials tests and observations on this project. Field tests and observations include verification of foundation and pavement subgrades by monitoring proof-rolling operations and performing quality assurance tests on the placement of compacted structural fill and pavement courses.

The geotechnical engineering design does not end with the advertisement of the construction documents. The design is an on-going process throughout construction. Because of our familiarity with the site conditions and the intent of the engineering design, we are most qualified to address problems that might arise during construction in a timely and cost-effective manner.

5.0 LIMITATIONS

This report has been prepared in order to aid the architect/engineer in the design of the proposed building addition. The scope of services provided was limited to the specific project and locations described herein. The description of the project's design parameters represents our understanding of significant aspects relevant to soil and foundation characteristics.

The recommendations submitted in this report are based upon the data obtained from the limited number of soil borings performed at the locations indicated on the Boring Location Plan and from other information as referenced. This report does not reflect any variations which may occur between the boring locations or unexplored areas of the site. This report should not be used for estimating such items as cut and fill quantities.

Our field exploration did not find unsuitable or unexpected materials at the time of occurrence. However, borings for a typical geotechnical report are widely spaced and generally not sufficient for reliably detecting the presence of isolated, anomalous surface or subsurface conditions, or reliably estimating unsuitable or suitable material quantities. Accordingly, UES does not recommend relying on our boring information to negate presence of anomalous materials or for estimation of material quantities unless our contracted services **specifically** include sufficient exploration for such purpose(s) and within the report we so state that the level of exploration provided should be sufficient to detect such anomalous conditions or estimate such quantities. Therefore, UES will not be responsible for any extrapolation or use of our data by others beyond the purpose(s) for which it is applicable or intended.

All users of this report are cautioned that there was no requirement for Universal to attempt to locate any man-made buried objects or identify any other potentially hazardous conditions that may exist at the site during the course of this exploration. Therefore no attempt was made by Universal to locate or identify such concerns. Universal cannot be responsible for any buried man-made objects or environmental hazards which may be subsequently encountered during construction that are not discussed within the text of this report. We can provide this service if requested.



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For a further description of the scope and limitations of this report please review the document attached within Appendix B "Important Information About Your Geotechnical Engineering Report" prepared by ASFE, an association of firms practicing in the geosciences.



APPENDIX A

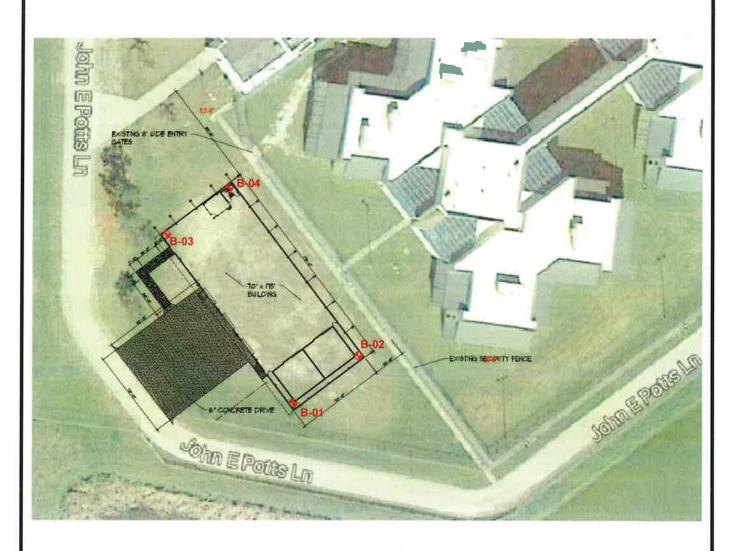




PROPOSED WAREHOUSE /FREZEER BUILDING 14470 HARLEE ROAD PALMETTO, MANATEE COUNTY, FLORIDA

SITE LOCATION PLAN

DRAWN BY:	s.c	DATE: MARCH 2	2015 CHE	CKED BY: Robert G.	DATE: MARCH	2015
SCALE:	NOT TO SCALE	PROJECT NO:1130.1	500041.0000	REPORT NO:10980	APPENDIX:	A



LEGEND

APPROXIMATE LOCATION

SPT BORING



14470 Harlee Road



PROPOSED WAREHOUSE /FREZEER BUILDING 14470 HARLEE ROAD PALMETTO, MANATEE COUNTY, FLORIDA

BORING LOCATION PLAN

DRAWN BY:	s.c	DATE: MARCH 20	15 CHE	CKED BY: Robert G.	DATE: MARCH 2015
SCALE:	NOT TO SCALE	PROJECT NO:1130.150	00041.0000	REPORT NO:10980	APPENDIX: A

SUMMARY OF LABORATORY RESULTS

Proposed Warehouse /

Project: Frezeer Building

Project No.:

1130.1500041.0000

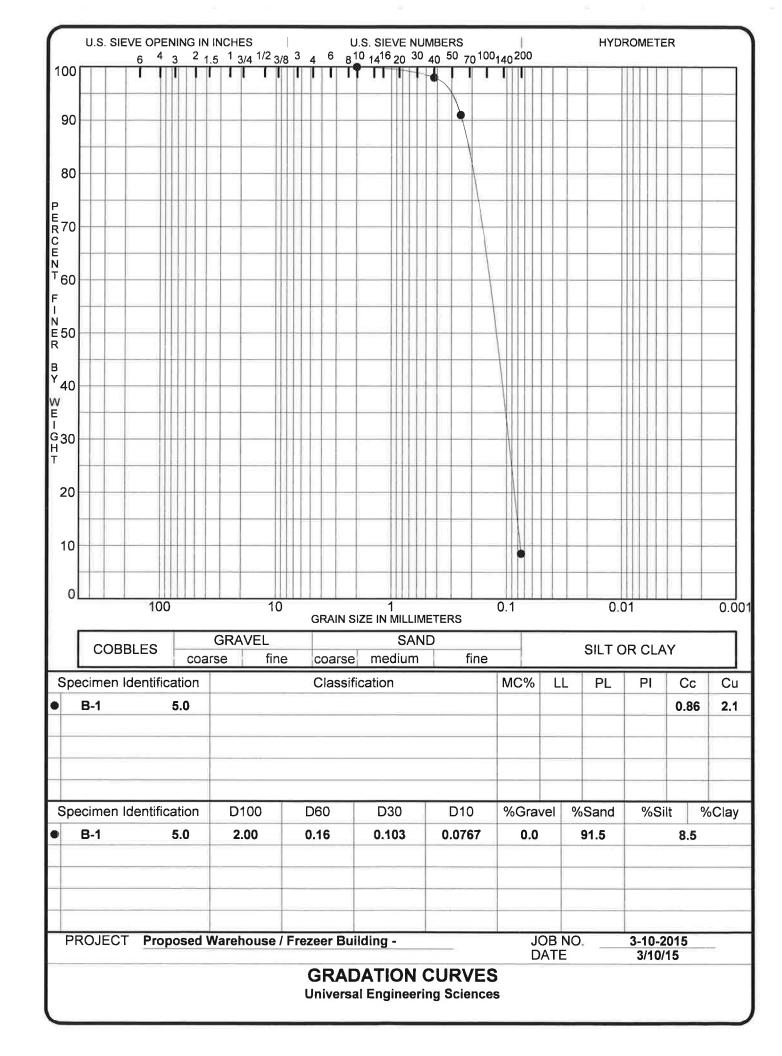
Client:

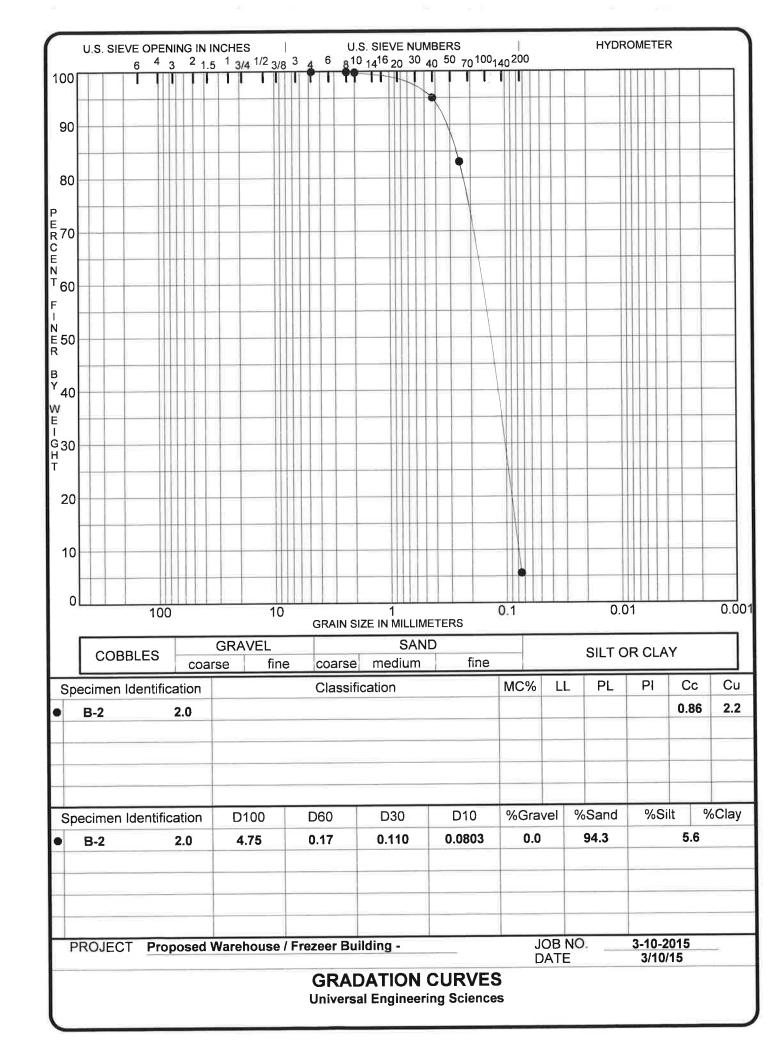
Manatee County

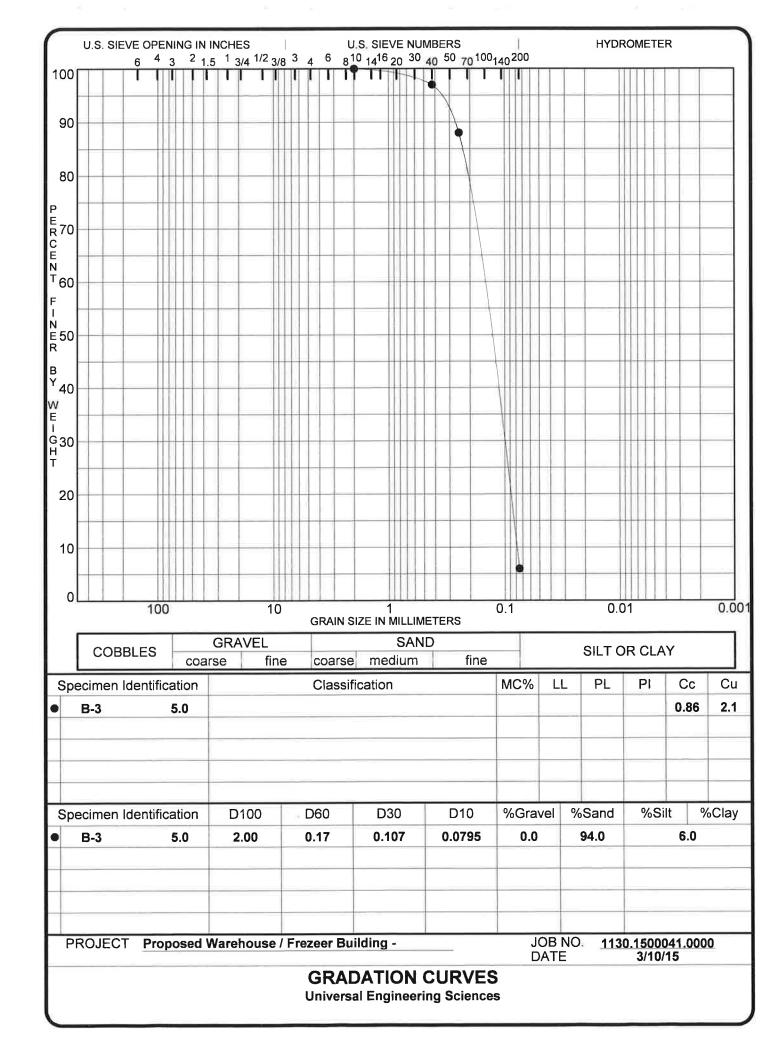
Report No.:

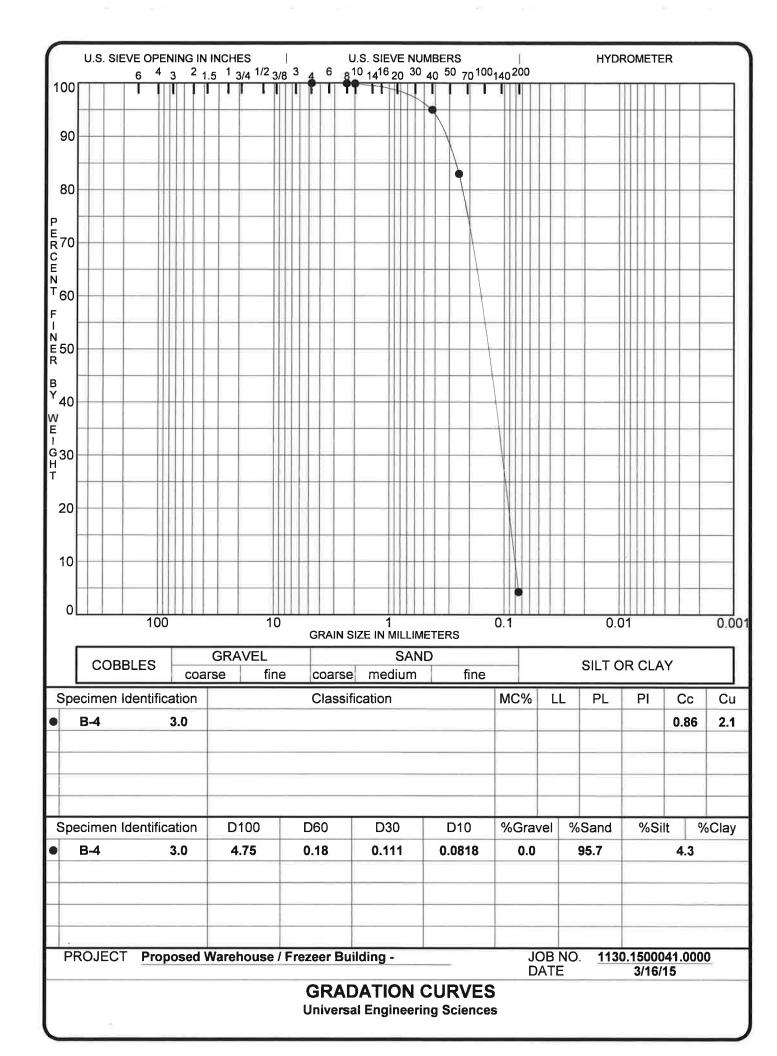
10980

Hand auger No	Depth (Ft)	Sample Description	No. 200, %	Water Content, %	ш	PL	PI	Org	USCS Classification	Sampling Method (ASTM)
B-1	5	Light gray fine sand with clay (SP-SC)	8.5	22.2					SP-SC	ASTM D158
B-2	2	Light brown fine sand with silt (SP-SM)	5.6	23.4					SP-SM	ASTM D158
B-3	5	Yellowish brown fine sand with silt (SP-SM)	6.0	21.9					SP-SM	ASTM D158
B-4	3	Dark brown fine sand (SP)	4.3	17.1					SP	ASTM D158
B-4	4	Yellowish brown fine sand with silt (SP-SM)	6.1	19.0					SP-SM	ASTM D158
B-1	6	Light olive gray clayey silty sand (SM)	31.6	29.9	20.0	18.7	1.3		SM	ASTM D158
B-4	6	Dark olive gray clayey sand (SC)	20.0	22.2					sc	ASTM D158
		-								











UNIVERSAL ENGINEERING SCIENCES BORING LOG

PROJECT NO.: 1130.1500041.0000

REPORT NO.: 10980

1

PROJECT:

Proposed Warehouse / Frezeer Building

14470 Harlee Road

Palmetto, Manatee County, Florida

CLIENT:

Manatee County

LOCATION: See Boring Location Plan

REMARKS:

BORING DESIGNATION:

B-1

SHEET: 1 of 1

TOWNSHIP:

PAGE:

RANGE:

G.S. ELEVATION (ft):

DATE STARTED:

3/4/15

WATER TABLE (ft):

SECTION:

3.25

DATE FINISHED:

3/4/15

DATE OF READING: 3-4-2015

4-2015 DRIL

DRILLED BY: M.B/V.B

EST. W.S.W.T. (ft):

TYPE OF SAMPLING: ASTM D1586

DEPTH (FT.)	SAMPLE	BLOWS PER 6"	N (BLOWS/	OWS/ W.T. M		DESCRIPTION	-200 (%)	MC (%)	ATTER	BERG ITS	K (FT./	ORG.
(FI)	L	INCREMENT	MENT FT.)		0 L	0	(%)	(%)	LL	PI	ĎAY) (%	(%)
0 —	\bigvee					Medium dense dark brown fine sand with silt (SP-SM)						
-	\bigvee	3-6-7-10	13			Medium dense light gray fine sand (SP)						
-	()	10-12-10-16	22									
5—	X	200020000000	2110022222		33	Medium dense dark brown fine sand with silt (SP-SM)						
=	\bigvee	8-8-9-11	17			Loose light brown fine sand with silt (SP-SM)						
-	A	8-6-4-9	10			Medium dense light gray fine sand with clay (SP-SC)						
10	\bigwedge	5-7-8-12	15				8.5	22.2		+1===1==	1000100111010	
=												
-	V			Ì		Loose light olive gray clayey silty sand (SM)						
15 —		2-2-3	5				31.6	. 29.9	20.03	.1.33		
-												
20 —	\bigvee	2-4-6	10							##IJ.0.104		
						Boring Terminated at 20 Feet						
7												



UNIVERSAL ENGINEERING SCIENCES **BORING LOG**

PROJECT NO.: 1130.1500041.0000

REPORT NO.: 10980

PAGE: 2

PROJECT:

Proposed Warehouse / Frezeer Building

14470 Harlee Road

Palmetto, Manatee County, Florida

CLIENT:

Manatee County

LOCATION:

See Boring Location Plan

REMARKS:

BORING DESIGNATION:

B-2

1 of 1 SHEET:

TOWNSHIP:

RANGE:

DATE STARTED:

3/4/15

G.S. ELEVATION (ft): WATER TABLE (ft):

SECTION:

3.2

DATE FINISHED:

3/4/15

DATE OF READING: 3-4-2015

DRILLED BY: M.B/V.B

EST. W.S.W.T. (ft): TYPE OF SAMPLING: ASTM D1586

DEPTH (FT.)	A MP IN	BLOWS PER 6" NCREMENT	BLOWS PER 6" NCREMENT	(BLOWS/	W.T.	S Y M B	DESCRIPTION	-200 (%)	MC (%)		RBERG	K (FT./	ORG CONT
(. 1.7)	L E	INCREMENT	FT.)		ō L		(,	(70)	LL	PI	ĎAY)	(%)	
0	$\sqrt{}$					Medium dense brown fine sand with trace silt (SP)							
1	\setminus	3-7-12-12	19	•		Medium dense dark brown fine sand with silt (SP-SM)							
	$\langle $				•								
1		11-12-8-9	20			Loose yellowish brown fine sand (SP)	5.6	23.4					
5—	X.	6-4-4-6	8										
						Medium dense dark yellowish brown fine sand with silt (SP-SM)							
1		4-4-7-11	11			Medium dense light gray fine sand with trace silt (SP)							
10	$\langle $	6-7-8-8	15										
10													
-													
=					11	Loose dark olive gray clayey silty sand (SM)							
15	X	2-3-3	6			***************************************		220.0473.5.042				Veneza	
-													
-													
-						Loose light gray fine sand with phosphate (SP)							
20	X	2-4-5	9			Paring Torminated at 20 East		natura serre		77,000		Totalis	
						Boring Terminated at 20 Feet							



UNIVERSAL ENGINEERING SCIENCES BORING LOG

PROJECT NO.: 1130.1500041.0000

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PAGE: 1

PROJECT:

Proposed Warehouse / Frezeer Building

14470 Harlee Road

Palmetto, Manatee County, Florida

CLIENT:

Manatee County

LOCATION: See Boring Location Plan

REMARKS:

BORING DESIGNATION:

B-3
TOWNSHIP:

SHEET: 1 of 1

RANGE:

SECTION:

G.S. ELEVATION (ft):

DATE STARTED:

3/4/15 3/4/15

WATER TABLE (ft):

3.4

DATE FINISHED:

M.B/V.B

EST. W.S.W.T. (ft):

DATE OF READING: 3-4-2015

DRILLED BY:

TYPE OF SAMPLING: ASTM D1586

DEPTH (FT.)	SAMPLE	BLOWS PER 6" INCREMENT	N (BLOWS/ FT.)	W.T.	S M B O L	DESCRIPTION	-200 (%)	MC (%)		RBERG IITS	K (FT./ DAY)	ORG. CONT. (%)
0-	W W	3-4-7-10	11			Medium dense dark brown fine sand with silt (SP-SM) Medium dense light brown fine sand (SP) Dense light gray fine sand (SP)						
5—	M	12-17-17-12	34	▼		Medium dense dark yellowish brown fine sand with silt (SP-SM)	*1********	**********			Donnes	danaa.
_		9-16-9-9	25			Medium dense yellowish brown fine sand with silt (SP-SM)						
-	\bigvee_{i}	9-9-9-8	18									
10		3-6-7-11	13	*******			6.0	21.9		15910.59	********	*********
15 —	X	4-4-4	8		Loose dark brown fine sand with silt (SP-SM)		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	44. 44. W				
5												
10 —	X	2-4-5	9	- 2		Loose light olive gray clayey silty sand with cemented fragments and phosphate (SM) Boring Terminated at 20 Feet	**121-411551	nivenei	enwn	e then hi		
=												



UNIVERSAL ENGINEERING SCIENCES **BORING LOG**

PROJECT NO .: 1130.1500041.0000 REPORT NO .: 10980

PAGE: 4

PROJECT:

Proposed Warehouse / Frezeer Building

14470 Harlee Road

Palmetto, Manatee County, Florida

CLIENT:

Manatee County

LOCATION:

See Boring Location Plan

REMARKS:

BORING DESIGNATION:

B-4

SHEET:

TOWNSHIP:

RANGE:

G.S. ELEVATION (ft):

DATE STARTED:

3/4/15

1 of 1

WATER TABLE (ft):

SECTION:

3.3

DATE FINISHED: DRILLED BY:

3/4/15

EST WSWT (ff)

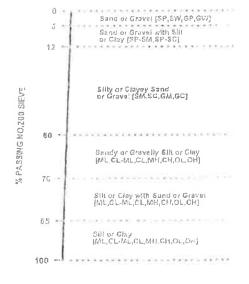
DATE OF READING: 3-4-2015

M.B/V.B

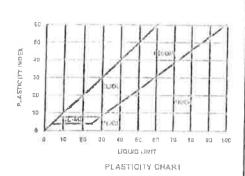
TYPE OF SAMPLING: ASTM D1586

DEPTH (FT.) S A BLOWS PER 6" INCREMENT		N (BLOWS/	W.T.	S Y M B	DESCRIPTION	-200	MC	ATTEI	RBERG IITS	K (FT./	ORG.
(F1.) L E	INCREMENT FT.)	FT.)		O F	B 0 1	(%)	(%)	LL	PI	DAY)	(%)
0					Medium dense light brown fine sand (SP)						
-\lambda	3-5-8-8	13	▼.		Medium dense dark gray fine sand (SP)						
5—	5-7-10-13	17			Medium dense dark brown fine sand with trace silt (SP)	v v v v v v v v	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,				pronon
	8-10-10-9	20	175		Medium dense yellowish brown fine sand with silt (SP-SM)	4.3	17.1				
	8-7-10-9	17				6.1	19.0				
10	2-5-7-9	12		ocisio.		00+10+10+10+10+10+10+10+10+10+10+10+10+1	+33,43,207,2,0	4 0000000	P-xxxxxxxx		e Production
-					Loose dark olive gray clayey sand (SC)						
15	2-2-3	5	as Sala			20.0	22.2			200000000000000000000000000000000000000	******
-					Loose light olive gray clayey silty sand with phosphate and cemented fragments (SM)						
20	3-4-6	10			Boring Terminated at 20 Feet						

KEY TO BORING LOGS SOIL CLASSIFICATION CHART*







(W III)

5 th 2

GROUP NAME AND SYMBOL

COARSE GRAINED SOILS

WELL-GRAGED SANDS [SW]



POORLY-GRADED SANDS (SF)



POORLY-GRADE I SANDE WATH SILT (SP SM)



POORLY-GRADED SANCS VAITH CLAY [SP-8C]



CLAYEY SANDS

FINE GRAINED SOILS



BUGHT PLASTICITY



INORGANIC SILTY CLAY LOW PLASTICITY (CL-ML)



INDEGANIC CLAYS LOW TO MEDIUM PLASTICITY [CL]



INORGANIC SILTS HIGH PLASTICITY (MH)



RELATIVE DENSITY (SAND AND GRAVEL)

VERY DENSE - more than 50 Blows/L.

LODSE - 5 to 10 Blows/L.

LODSE - 5 to 10 Blows/L.

MEDIUM DENSE - 11 to 30 Blows/L.

VERY DENSE - more than 50 Blows/L.

CONSISTENCY (SILT AND CLAY)

HIGHLY ORGANIC SOIL

DRGANG SILTERCLAYS

ORGANIO BILTRICLAYS REQUIN TO HIGH

PEAT HUMUS, SWAMP SOILS WITH HIGH ORGANIC CONTENTS [FT]**

PLASTICITY (OH)"

VERY SOFT - 0 to 2 Blowert.
SOFT - 3 to 4 Blowert.
FIRM - 5 to 4 Blowert.
STIFF - 3 to 16 Blowert.
VERY STIFF - 17 to 30 Blowert.
HARD - more than 30 Blowart.

WELL-GRADED GRAVELS (GW)

POURLY GRADED ORAVELS (OF)

POOR Y-GRADED GRAVELS WITH SILT (GP-GM)

POORLY-GRADEU GRAVELS VATH CLAY [GP-GG]

[&]quot; IN ACCOPDANCE WITH ASTY, D 2487 - UNIFIED SOIL GLASSIFICATION BYSTEM.

[&]quot; LOGALLY MAY BE KNOWN AS MUCK

APPENDIX B

Important Information about Your

Geotechnical Engineering Report

Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.

While you cannot eliminate all such risks, you can manage them. The following information is provided to help

Geotechnical Services Are Performed for Specific Purposes, Persons, and Projects

Geotechnical engineers structure their services to meet the specific needs of their clients. A geotechnical engineering study conducted for a civil engineer may not fulfill the needs of a construction contractor or even another civil engineer. Because each geotechnical engineering study is unique, each geotechnical engineering report is unique, prepared solely for the client. No one except you should rely on your geotechnical engineering report without first conferring with the geotechnical engineer who prepared it. And no one — not even you — should apply the report for any purpose or project except the one originally contemplated.

Read the Full Report

Serious problems have occurred because those relying on a geotechnical engineering report did not read it all. Do not rely on an executive summary. Do not read selected elements only.

A Geotechnical Engineering Report is Based on A Unique Set of Project-Specific Factors

Geotechnical engineers consider a number of unique, project-specific factors when establishing the scope of a study. Typical factors include: the client's goals, objectives, and risk management preferences; the general nature of the structure involved, its size, and configuration; the location of the structure on the site; and other planned or existing site improvements, such as access roads, parking lots, and underground utilities. Unless the geotechnical engineer who conducted the study specifically indicates otherwise, do not rely on a geotechnical engineering report that was:

- not prepared for you,
- not prepared for your project,
- not prepared for the specific site explored, or
- completed before important project changes were made.

Typical changes that can erode the reliability of an existing geotechnical engineering report include those that affect:

the function of the proposed structure, as when it's changed from a
parking garage to an office building, or from a light industrial plant
to a refrigerated warehouse,

- elevation, configuration, location, orientation, or weight of the proposed structure,
- composition of the design team, or
- project ownership.

As a general rule, always inform your geotechnical engineer of project changes—even minor ones—and request an assessment of their impact. Geotechnical engineers cannot accept responsibility or liability for problems that occur because their reports do not consider developments of which they were not informed.

Subsurface Conditions Can Change

A geotechnical engineering report is based on conditions that existed at the time the study was performed. *Do not rely on a geotechnical engineering report* whose adequacy may have been affected by: the passage of time; by man-made events, such as construction on or adjacent to the site; or by natural events, such as floods, earthquakes, or groundwater fluctuations. *Always* contact the geotechnical engineer before applying the report to determine if it is still reliable. A minor amount of additional testing or analysis could prevent major problems.

Most Geotechnical Findings Are Professional Opinions

Site exploration identifies subsurface conditions only at those points where subsurface tests are conducted or samples are taken. Geotechnical engineers review field and laboratory data and then apply their professional judgment to render an opinion about subsurface conditions throughout the site. Actual subsurface conditions may differ—sometimes significantly—from those indicated in your report. Retaining the geotechnical engineer who developed your report to provide construction observation is the most effective method of managing the risks associated with unanticipated conditions.

A Report's Recommendations Are Not Final

Do not overrely on the construction recommendations included in your report. Those recommendations are not final, because geotechnical engineers develop them principally from judgment and opinion. Geotechnical engineers can finalize their recommendations only by observing actual

subsurface conditions revealed during construction. The geotechnical engineer who developed your report cannot assume responsibility or liability for the report's recommendations if that engineer does not perform construction observation.

A Geotechnical Engineering Report is Subject to Misinterpretation

Other design team members' misinterpretation of geotechnical engineering reports has resulted in costly problems. Lower that risk by having your geotechnical engineer confer with appropriate members of the design team after submitting the report. Also retain your geotechnical engineer to review pertinent elements of the design team's plans and specifications. Contractors can also misinterpret a geotechnical engineering report. Reduce that risk by having your geotechnical engineer participate in prebid and preconstruction conferences, and by providing construction observation.

Do Not Redraw the Engineer's Logs

Geotechnical engineers prepare final boring and testing logs based upon their interpretation of field logs and laboratory data. To prevent errors or omissions, the logs included in a geotechnical engineering report should never be redrawn for inclusion in architectural or other design drawings Only photographic or electronic reproduction is acceptable, but recognize that separating logs from the report can elevate risk.

Give Contractors a Complete Report and Guidance

Some owners and design professionals mistakenly believe they can make contractors liable for unanticipated subsurface conditions by limiting what they provide for bid preparation. To help prevent costly problems, give contractors the complete geotechnical engineering report, but preface it with a clearly written letter of transmittal. In that letter, advise contractors that the report was not prepared for purposes of bid development and that the report's accuracy is limited; encourage them to confer with the geotechnical engineer who prepared the report (a modest fee may be required) and/or to conduct additional study to obtain the specific types of information they need or prefer. A prebid conference can also be valuable. Be sure contractors have sufficient time to perform additional study. Only then might you be in a position to give contractors the best information available to you, while requiring them to at least share some of the financial responsibilities stemming from unanticipated conditions.

Read Responsibility Provisions Closely

Some clients, design professionals, and contractors do not recognize that geotechnical engineering is far less exact than other engineering disciplines. This lack of understanding has created unrealistic expectations that

have led to disappointments, claims, and disputes. To help reduce the risk of such outcomes, geotechnical engineers commonly include a variety of explanatory provisions in their reports. Sometimes labeled "limitations" many of these provisions indicate where geotechnical engineers' responsibilities begin and end, to help others recognize their own responsibilities and risks. *Read these provisions closely.* Ask questions. Your geotechnical engineer should respond fully and frankly.

Geoenvironmental Concerns Are Not Covered

The equipment, techniques, and personnel used to perform a *geoenviron-mental* study differ significantly from those used to perform a *geotechnical* study. For that reason, a geotechnical engineering report does not usually relate any geoenvironmental findings, conclusions, or recommendations; e.g., about the likelihood of encountering underground storage tanks or regulated contaminants. *Unanticipated environmental problems have led to numerous project failures*. If you have not yet obtained your own geoenvironmental information, ask your geotechnical consultant for risk management guidance. *Do not rely on an environmental report prepared for someone else*.

Obtain Professional Assistance To Deal with Mold

Diverse strategies can be applied during building design, construction. operation, and maintenance to prevent significant amounts of mold from growing on indoor surfaces. To be effective, all such strategies should be devised for the express purpose of mold prevention, integrated into a comprehensive plan, and executed with diligent oversight by a professional mold prevention consultant. Because just a small amount of water or moisture can lead to the development of severe mold infestations, a number of mold prevention strategies focus on keeping building surfaces dry. While groundwater, water infiltration, and similar issues may have been addressed as part of the geotechnical engineering study whose findings are conveyed in this report, the geotechnical engineer in charge of this project is not a mold prevention consultant; none of the services performed in connection with the geotechnical engineer's study were designed or conducted for the purpose of mold prevention. Proper implementation of the recommendations conveyed in this report will not of itself be sufficient to prevent mold from growing in or on the structure involved.

Rely, on Your ASFE-Member Geotechnical Engineer for Additional Assistance

Membership in ASFE/THE BEST PEOPLE ON EARTH exposes geotechnical engineers to a wide array of risk management techniques that can be of genuine benefit for everyone involved with a construction project. Confer with your ASFE-member geotechnical engineer for more information.



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CONSTRAINTS AND RESTRICTIONS

WARRANTY

Universal Engineering Sciences has prepared this report for our client for his exclusive use, in accordance with generally accepted soil and foundation engineering practices, and makes no other warranty either expressed or implied as to the professional advice provided in the report.

UNANTICIPATED SOIL CONDITIONS

The analysis and recommendations submitted in this report are based upon the data obtained from soil borings performed at the locations indicated on the Boring Location Plan. This report does not reflect any variations which may occur between these borings.

The nature and extent of variations between borings may not become known until excavation begins. If variations appear, we may have to re-evaluate our recommendations after performing on-site observations and noting the characteristics of any variations.

CHANGED CONDITIONS

We recommend that the specifications for the project require that the contractor immediately notify Universal Engineering Sciences, as well as the cwner, when subsurface conditions are encountered that are different from those present in this report.

No claim by the contractor for any conditions differing from those anticipated in the plans, specifications, and those found in this report, should be allowed unless the contractor notifies the owner and Universal Engineering Sciences of such changed conditions. Further, we recommend that all foundation work and site improvements be observed by a representative of Universal Engineering Sciences to monitor field conditions and changes, to verify design assumptions and to evaluate and recommend any appropriate modifications to this report.

MISINTERPRETATION OF SOIL ENGINEERING REPORT

Universal Engineering Sciences is responsible for the conclusions and opinions contained within this report based upon the data related only to the specific project and location discussed herein. If the conclusions or recommendations based upon the data presented are made by others, those conclusions or recommendations are not the responsibility of Universal Engineering Sciences.

CHANGED STRUCTURE OR LOCATION

This report was prepared in order to aid in the evaluation of this project and to assist the architect or engineer in the design of this project. If any changes in the design of location of the structure as outlined in this report are planned, or if any structures are included or added that are not discussed in the report, the conclusions and recommendations contained in this report shall not be considered valid unless the changes are reviewed and the conclusions modified or approved by Universal Engineering Sciences.

USF OF REPORT BY BIDDERS

Bidders who are examining the report prior to submission of a bid are cautioned that this report was prepared as an aid to the designers of the project and it may affect actual construction operations. Bidders are urged to make their own soil borings, test pits, test caissons or other investigations to determine those conditions that may affect construction operations. Universal Engineering Sciences cannot be responsible for any interpretations made from this report or the attached boring logs with regard to their adequacy in reflecting subsurface conditions which will affect construction operations.

STRATA CHANGES

Strata changes are indicated by a definite line on the boring logs which accompany this report. However, the actual change in the ground may be more gradual. Where changes occur between soil samples, the location of the change must necessarily be estimated using all available information and may not be shown at the exact depth.

OBSERVATIONS DURING DRILLING

Attempts are made to detect and/or identify occurrences during drilling and sampling, such as: water level, boulders, zones of lost circulation, relative ease or resistance to drilling progress, unusual sample recovery, variation of drilling resistance, obstructions, etc.; however, lack of mention does not preclude their presence.

WATER LEVELS

Water level readings have been made in the drill holes during drilling and they indicate normally occurring conditions. Water level may not have been stabilized at the last reading. This data has been reviewed and interpretations made in this report. However, it must be noted that fluctuations in the level of the groundwater may occur due to variations in rainfall, temperature, tides and other factors not evident at the time measurements were made and reported. Since the probability of such variations is anticipated, design drawings and specifications should accommodate such possibilities and construction planning should be bessed upon such assumptions of variations.

LOCATION OF BURIED OBJECTS

All users of this report are cautioned that there was no requirement for Universal Engineering Sciences to attempt to locate any man-made buried objects during the course of this exploration and that no attempt was made by Universal Engineering Sciences to locate any such buried objects. Universal Engineering Sciences cannot be responsible for any buried man-made objects which are subsequently encountered during construction that are not discussed within the text of this report.

TIME

This report reflects the soil conditions at the time of investigation. If the report is not used in a reasonable amount of time, significant changes to the site may occur and additional review may be required.

Universal Engineering Sciences, Inc. GENERAL CONDITIONS

SECTION 1: RESPONSIBILITIES

1.1 Universal Engineering Sciences, Inc., ("UES"), has the responsibility for providing the services described under the Scope of Services section. The work is to be performed according to accepted standards of care and is to be completed in a timely manner. The term "UES" as used herein includes all of Universal Engineering Sciences, Inc's agents, employees, professional staff, and subcontractors.

The Client or a duly authorized representative is responsible for providing UES with a clear understanding of the project nature and scope. The Client shall supply UES with sufficient and adequate information, including, but not limited to, maps, site plans, reports, surveys and designs, to allow UES to properly complete the specified services. The Client shall also communicate changes in the nature and scope of the project as soon as possible during performance of the work so that the changes can be incorporated into the work product.

The Client acknowledges that UES's responsibilities in providing the services described under the Scope of Services section is limited to those services described therein, and the Client hereby assumes any collateral or affiliated duties necessitated by or for those services. Such duties may include, but are not limited to, reporting requirements imposed by any third party such as federal, state, or local entities, the provision of any required notices to any third party, or the securing of necessary permits or permissions from any third parties required for UES's provision of the services so described, unless otherwise agreed upon by both parties.

1.4 PURSUANT TO FLORIDA STATUTES §558.0035, ANY INDIVIDUAL EMPLOYEE OR AGENT OF UES MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

SECTION 2: STANDARD OF CARE

2.1 Services performed by UES under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of UES's profession practicing contemporaneously under similar conditions in the locality of the project. No other warranty, express or implied, is made.

The Client recognizes that subsurface conditions may vary from those observed at locations where borings, surveys, or other explorations are made, and that site conditions may change with time. Data, interpretations, and recommendations by UES will be based solely on information available to UES at the time of service. UES is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed.

Execution of this document by UES is not a representation that UES has visited the site, become generally familiar with local conditions under which the services are to be performed, or correlated personal observations with the requirements of the Scope of Services. It is the Client's responsibility to provide UES with all information necessary for UES to provide the services described under the Scope of Services, and the Client assumes all liability for information not provided to UES that may affect the quality or sufficiency of the services so described.

Should UES be retained to provide threshold inspection services under Florida Statutes §553.79, Client acknowledges that UES's services thereunder do not constitute a guarantee that the construction in question has been properly designed or constructed, and UES's services do not replace any of the obligations or liabilities associated with any architect, contractor, or structural engineer. Therefore it is explicitly agreed that the Client will not hold UES responsible for the proper performance of service by any architect, contractor, structural engineer or any other entity associated with the project.

SECTION 3: SITE ACCESS AND SITE CONDITIONS

Client will grant or obtain free access to the site for all equipment and personnel necessary for UES to perform the work set forth in this Agreement. The Client will notify any and all possessors of the project site that Client has granted UES free access to the site. UES will take reasonable precautions to minimize damage to the site, but it is understood by Client that, in the normal course of work, some damage may occur, and the correction of such damage is not part of this Agreement unless so specified in the Proposal.

The Client is responsible for the accuracy of locations for all subterranean structures and utilities. UES will take reasonable precautions to avoid known subterranean structures, and the Client waives any claim against UES, and agrees to defend, indemnify, and hold UES harmless from any claim or liability for injury or loss, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, Client agrees to compensate UES for any time spent or expenses incurred by UES in defense of any such claim with compensation to be based upon UES's prevailing fee schedule and expense reimbursement policy.

SECTION 4: SAMPLE OWNERSHIP AND DISPOSAL

- Soil or water samples obtained from the project during performance of the work shall remain the property of the Client.
- 4.2 UES will dispose of or return to Client all remaining soils and rock samples 60 days after submission of report covering those samples. Further storage or transfer of samples can be made at Client's expense upon Client's prior written request.
- 4.3 Samples which are contaminated by petroleum products or other chemical waste will be returned to Client for treatment or disposal, consistent with all appropriate federal, state, or local regulations.

SECTION 5: BILLING AND PAYMENT

- 5.1 UES will submit invoices to Client monthly or upon completion of services. Invoices will show charges for different personnel and expense classifications.
- Payment is due 30 days after presentation of invoice and is past due 31 days from invoice date. Client agrees to pay a finance charge of one and one-half percent (1 ½ %) per month, or the maximum rate allowed by law, on past due accounts.
- 5.3 If UES incurs any expenses to collect overdue billings on invoices, the sums paid by UES for reasonable attorneys' fees, court costs, UES's time, UES's expenses, and interest will be due and owing by the Client.

SECTION 6: OWNERSHIP AND USE OF DOCUMENTS

- 6.1 All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by UES, as instruments of service, shall remain the property of UES.
- 6,2 Client agrees that all reports and other work furnished to the Client or his agents, which are not paid for, will be returned upon demand and will not be used by the Client for any purpose.
- 6.3 UES will retain all pertinent records relating to the services performed for a period of five years following submission of the report, during which period the records will be made available to the Client at all reasonable times.
- 6.4 All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by UES, are prepared for the sole and exclusive use of Client, and may not be given to any other party or used or relied upon by any such party without the express written consent of UES.

SECTION 7: DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS

- 7.1 Client warrants that a reasonable effort has been made to inform UES of known or suspected hazardous materials on or near the project site.
- 7.2 Under this agreement, the term hazardous materials include hazardous materials (40 CFR 172.01), hazardous wastes (40 CFR 2612), hazardous substances (40 CFR 300.6), petroleum products, polychlorinated biphenyls, and asbestos.
- 7.3 Hazardous materials may exist at a site where there is no reason to believe they could or should be present. UES and Client agree that the

discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work. UES and Client also agree that the discovery of unanticipated hazardous materials may make it necessary for UES to take immediate measures to protect health and safety. Client agrees to compensate UES for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous waste.

UES agrees to notify Client when unanticipated hazardous materials or suspected hazardous materials are encountered. Client agrees to make 7.4 any disclosures required by law to the appropriate governing agencies. Client also agrees to hold UES harmless for any and all consequences of disclosures made by UES which are required by governing law. In the event the project site is not owned by Client, Client recognizes that it is the Client's responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials.

Notwithstanding any other provision of the Agreement, Client waives any claim against UES, and to the maximum extent permitted by law, agrees 75 to defend, indemnify, and save UES harmless from any claim, liability, and/or defense costs for injury or loss arising from UES's discovery of unanticipated hazardous materials or suspected hazardous materials including any costs created by delay of the project and any cost associated with possible reduction of the property's value. Client will be responsible for ultimate disposal of any samples secured by UES which are found to be contaminated.

SECTION 8: RISK ALLOCATION

Client agrees that UES's liability for any damage on account of any breach of contract, error, omission or other professional negligence will be limited to a sum not to exceed \$50,000 or UES's fee, whichever is greater. If Client prefers to have higher limits on contractual or professional liability, UES agrees to increase the limits up to a maximum of \$1,000,000.00 upon Client's written request at the time of accepting our proposal provided that Client agrees to pay an additional consideration of four percent of the total fee, or \$400.00, whichever is greater. The additional charge for the higher liability limits is because of the greater risk assumed and is not strictly a charge for additional professional liability insurance.

SECTION 9: INSURANCE

UES represents and warrants that it and its agents, staff and consultants employed by it, is and are protected by worker's compensation insurance and that UES has such coverage under public liability and property damage insurance policies which UES deems to be adequate. Certificates for all such policies of insurance shall be provided to Client upon request in writing. Within the limits and conditions of such insurance, UES agrees to indemnify and save Client harmless from and against loss, damage, or liability arising from negligent acts by UES, its agents, staff, and consultants employed by it. UES shall not be responsible for any loss, damage or liability beyond the amounts, limits, and conditions of such insurance or the limits described in Section 8, whichever is less. The Client agrees to defend, indemnify and save UES harmless for loss, damage or liability arising from acts by Client, Client's agent, staff, and other UESs employed by Client.

- All claims, disputes, and other matters in controversy between UES and Client arising out of or in any way related to this Agreement will be submitted to alternative dispute resolution (ADR) such as mediation or arbitration, before and as a condition precedent to other remedies provided by law, including the commencement of litigation.
- If a dispute arises related to the services provided under this Agreement and that dispute requires litigation instead of ADR as provided above, 10.2 then:
 - the claim will be brought and tried in judicial jurisdiction of the court of the county where UES's principal place of business is located and (a) Client waives the right to remove the action to any other county or judicial jurisdiction, and
 - The prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees, and (b) other claim related expenses.

SECTION 11: TERMINATION

- This agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, UES shall be paid for services performed to the termination notice date plus reasonable termination expenses.
- In the event of termination, or suspension for more than three (3) months, prior to completion of all reports contemplated by the Agreement, UES 112 may complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to the date of notice of termination or suspension. The expense of termination or suspension shall include all direct costs of UES in completing such analyses, records and reports.

SECTION 12: ASSIGNS

Neither the Client nor UES may delegate, assign, sublet or transfer their duties or interest in this Agreement without the written consent of the other party.

SECTION 13. GOVERNING LAW AND SURVIVAL

- The laws of the State of Florida will govern the validity of these Terms, their interpretation and performance.
- If any of the provisions contained in this Agreement are held Illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not 13.2 be Impaired. Limitations of liability and indemnities will survive termination of this Agreement for any cause

SECTION 14. INTEGRATION CLAUSE

- This Agreement represents and contains the entire and only agreement and understanding among the parties with respect to the subject matter of this Agreement, and supersedes any and all prior and contemporaneous oral and written agreements, understandings, representations, inducements, promises, warranties, and conditions among the parties. No agreement, understanding, representation, inducement, promise, warranty, or condition of any kind with respect to the subject matter of this Agreement shall be relied upon by the parties unless expressly incorporated herein.
- This Agreement may not be amended or modified except by an agreement in writing signed by the party against whom the enforcement of any 14.2 modification or amendment is sought.