PREPARED FOR:

Alabama Power Company
P.O. Box 2641
Birmingham, Alabama 35291
Attn: Mr. Larry Browning

Report of Geotechnical Exploration
Proposed Gulf Power Meteorological Tower
Camp Road Site
Escambia County, Florida
CTL Project No. CS-8245-08

PREPARED BY:

Christian Testing Laboratories, Inc.
1211 Newell Parkway
Montgomery, Alabama 36110

December 15, 2008

Christian Testing Laboratories, Inc.

Montgomery Home Office
1211 Newell Parkway
Montgomery, AL 36110
Phone (334) 260-9174 • (334) 264-4422
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South Alabama Branch Office
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December 15, 2008

Mr. Larry Browning
Alabama Power Company
600 North 18th Street / GSC No. 8
P.O. Box 2641
Birmingham, Alabama 35291

RE: **Report of Geotechnical Exploration**
Proposed Gulf Power Meteorological Tower
Camp Road Site
Escambia County, Florida
CTL Job No. CS-8245-08

Dear Mr. Browning:

Christian Testing Laboratories, Inc. (CTL), has completed the requested geotechnical testing for the above referenced project and is pleased to submit herein the report of our exploration and laboratory test data. Testing included seven (7) soil test borings at the subject tower site and related soil laboratory work in accordance with the work you authorized.

Project Description. The provided design information indicates that the project includes a weather tower structure (guyed type) with a height of approximately 330 feet (100 meters). We anticipate that the tower structure will be supported on a single spread footing with typical deadman anchor supports at the six (6) guy restraints. Structural loading information was not provided; however, we anticipate that the foundations will be subject to vertical loads (including uplift), horizontal loads and moments.

The subject site is located along the west side of Camp Road, just south of Bratt Road, near the town of McDavid in Escambia County, Florida. At the time of the November 2008 exploration, the site included a rural tract of property with planted pine trees. The tower location and areas along the guy alignments had been cleared with a forestry mulcher prior to the site exploration.

The site terrain was described as gently sloping with ground surface elevation diminishing in a southeasterly direction. Site topographic information was not provided; however, there appeared to be less than about 10 feet of relief over the site.

Published geologic information indicates that the subject site is located within the Coastal Plain Physiographic Province and is in an area underlain by Miocene Series sediments. These sediments typically consist of thin-bedded to massive, fine to coarse sand, gravelly sand, thin-bedded to massive clay and sandy clay.

Typical Soil Conditions. Testing included the drilling of one (1) boring at the proposed tower location to a depth of 40 feet below the ground surface and one boring at each of the six (6) guy anchor locations to depths of 15 to 20 feet . The locations of the seven (7) soil test are shown on the boring location plan in the Appendix. The tower and guy anchor locations were marked at the site prior to this exploration.

The borings initially penetrated about 6 to 14 inches of topsoil material. Below the topsoil layer, the boring penetrated native clayey sand soils to depths of about 2 to 8 feet below the ground surface. Below the clayey sand soils the boring penetrated silty sand and silty sand with gravel to boring termination.

Soil samples were collected using a split-barrel sampling device as per ASTM D-1587 procedures (*standard penetration testing*). *Standard penetration testing (SPT)* indicated that the upper clayey sand soils were in a loose to firm condition, with penetration resistance values (N-values) of 4 to 12 blows/foot (bpf). The underlying silty sand and gravelly sand soils were in a loose to dense condition as indicated by N-values of 7 to 35 bpf.

Laboratory testing of selected samples of the clayey sand soils confirmed a SC-SM soil classification, with plasticity indices (PI's) of 4 to 7, liquid limits (LL's) of 19 to 24, and 22% to 34% passing the No. 200 mesh sieve. The clayey sand samples exhibited a gravel (or pea gravel) content of about 2% to 10%. In-situ soil moisture contents for the clayey sand soils ranged from about 8% to 29%.

Laboratory testing of a selected sample of the silty sand soil confirmed a SM soil classification, with a PI of 0 (non-cohesive), a LL of 19, and 17% passing the No. 200 mesh sieve. The silty sand samples exhibited a gravel (or pea gravel) content of about 13% to 16%. In-situ soil moisture contents for the silty sand soils ranged from about 4% to 10%.

Relatively undisturbed Shelby tube samples of the clayey sand (SC-SM) strata were collected at depths of about 2 to 8 feet at borings B-1 and B-3 and returned to our laboratory for testing. These samples exhibited a wet (in-situ) unit weight of about 127 pcf and in-situ moisture contents of about 9% to 10%. The sandy nature of these soils prevented sample preparation for strength testing (triaxial shear tests).

Groundwater was not encountered at the boring locations for the depths drilled. Ground water conditions are subject to seasonal variations and are expected to fluctuate in response to local variations in precipitation and drainage conditions. Considering the relatively short time frame of the field exploration, ground water levels may not have had sufficient time to stabilize. Therefore, actual depths to ground water may vary. Based on the boring data, we do not anticipate that ground water conditions will affect the long term stability of the tower foundation and guy anchors.

Recommendations. Based on the boring and related test data, the proposed tower structure can be supported on a reinforced concrete spread foundation bearing in loose to firm native clayey sand or silty soils. The foundation supporting the tower can be designed using a net allowable soil bearing pressure of up to 3,000 psf and should bear at a depth of at least 4 feet below existing grade. Foundations bearing at a depth of 8 feet or greater could be designed using a net allowable soil bearing pressure of up to 4,000 psf.

Foundations should be of sufficient size to resist uplift and overturning moments. A soil moist unit weight of 127 pcf could be used for uplift design provided the backfill material is placed in a controlled manner (max. 12 inch lifts) and compacted to 95% ASTM D-698 standard density.

Lateral loads created by wind may be resisted by passive pressure of the soil acting against the side of the tower foundations and/or the friction developed between the base of the foundations and the underlying soil. The passive pressure in undisturbed native clayey sand and silty sand soils above a depth of about 8 feet may be taken as the equivalent to the pressure exerted by a fluid weighing about 410 pcf, based on an estimated friction angle of 32° and a moist unit weight of about 127 pcf. The passive pressure in undisturbed native sandy clay soil below a depth of about 8 feet may be taken as the equivalent to the pressure exerted by a fluid weighing about 450 pcf, based on an estimated friction angle of 34° and a moist unit weight of about 129 pcf.

A *coefficient of friction* equal to 0.4 may be used for calculating the frictional resistance at the base of the foundations. These lateral resistance values are based on the assumption that the foundations can withstand horizontal movements on the order of ¼ inch.

Soils exposed in the bottom of all foundation excavations should be protected against disturbance, excessive drying, freezing or rain. Surface runoff should be drained away from excavations and not allowed to pond. The foundation excavations should be completed and reinforcement and concrete placed within the same working day if possible. Saturation of the exposed bearing soils from rainfall or "perched" water seepage would likely require over-excavation to remove disturbed (softened) soils.

Based on the soil conditions encountered and the anticipated loading conditions, we expect differential settlements over the width of the tower foundation to be less than ¼ inch, with total settlements less than about one inch.

The six (6) guy anchors can include typical mass concrete deadmen that provide resistance through dead weight of the concrete and overlying soils and passive resistance by the soils. A tabulation of soil properties that can be used in the design of guy anchors can be found on the *Summary of Soil Properties for Foundation and Guy Anchor Design* sheets in the Appendix.

The "frost penetration" depth in the area of this project is generally taken to be less than about 10 inches. Provided our recommendations for the development of the foundations are followed, we do not expect that the "frost penetration" will have any detrimental effects on the performance of these structures.

Closure. This report has been prepared for the exclusive use of *Alabama Power Company* and *Gulf Power* for specific application to the referenced Weather Tower project in accordance with generally accepted current standards of geotechnical engineering practice common to the local area. The evaluations and recommendations contained in this report are based on the information gathered from the soil test borings and related testing.

This report does not incorporate potential variations in soil conditions that may exist beyond the boring location. Variations in soil conditions beyond the test boring locations may not become evident until construction has begun. Should variations become evident during construction, we should be contacted in order to review the site conditions and re-evaluate the recommendations of this report.

Enclosed please find a *Boring Location Plan* graphical logs of the borings, laboratory test data, and a statement of the general conditions governing our work on this project (Exhibit B). If we can be of any further assistance, please contact our office.

Sincerely,

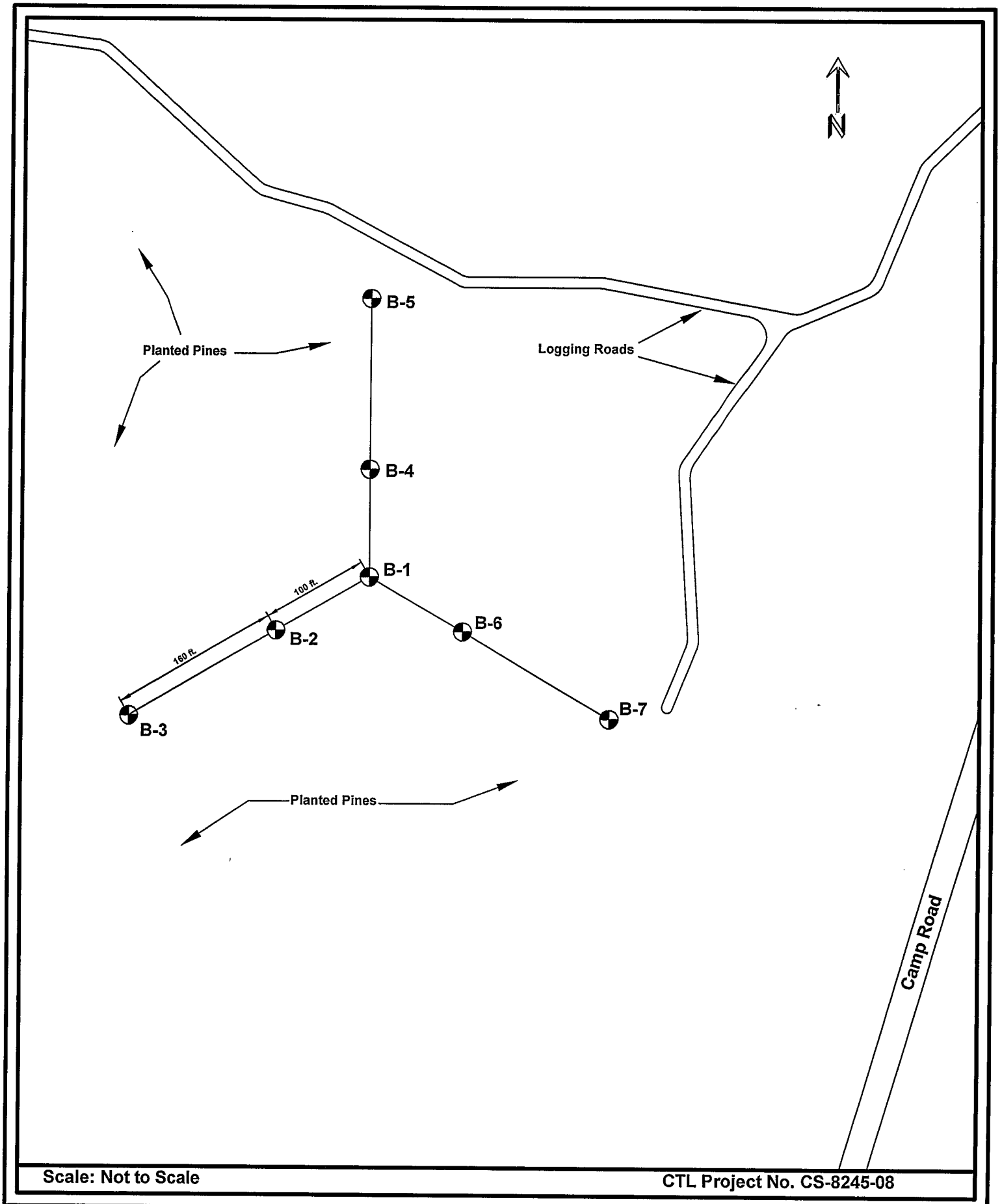
CTL, Inc.

Kevin M. Blake, P.E.
Principal Engineer
Florida Reg. No. 50980

David R. McKee, P.E.
Geotechnical Engineer

Enclosed:
Boring Location Plan
Soil Boring Logs
Soil Lab Data
Summary of Soil Properties
Exhibit B

Report Distribution:
4) Mr. Larry Browning - Alabama Power Company
2) Ms. Ashley Keough - Gulf Power

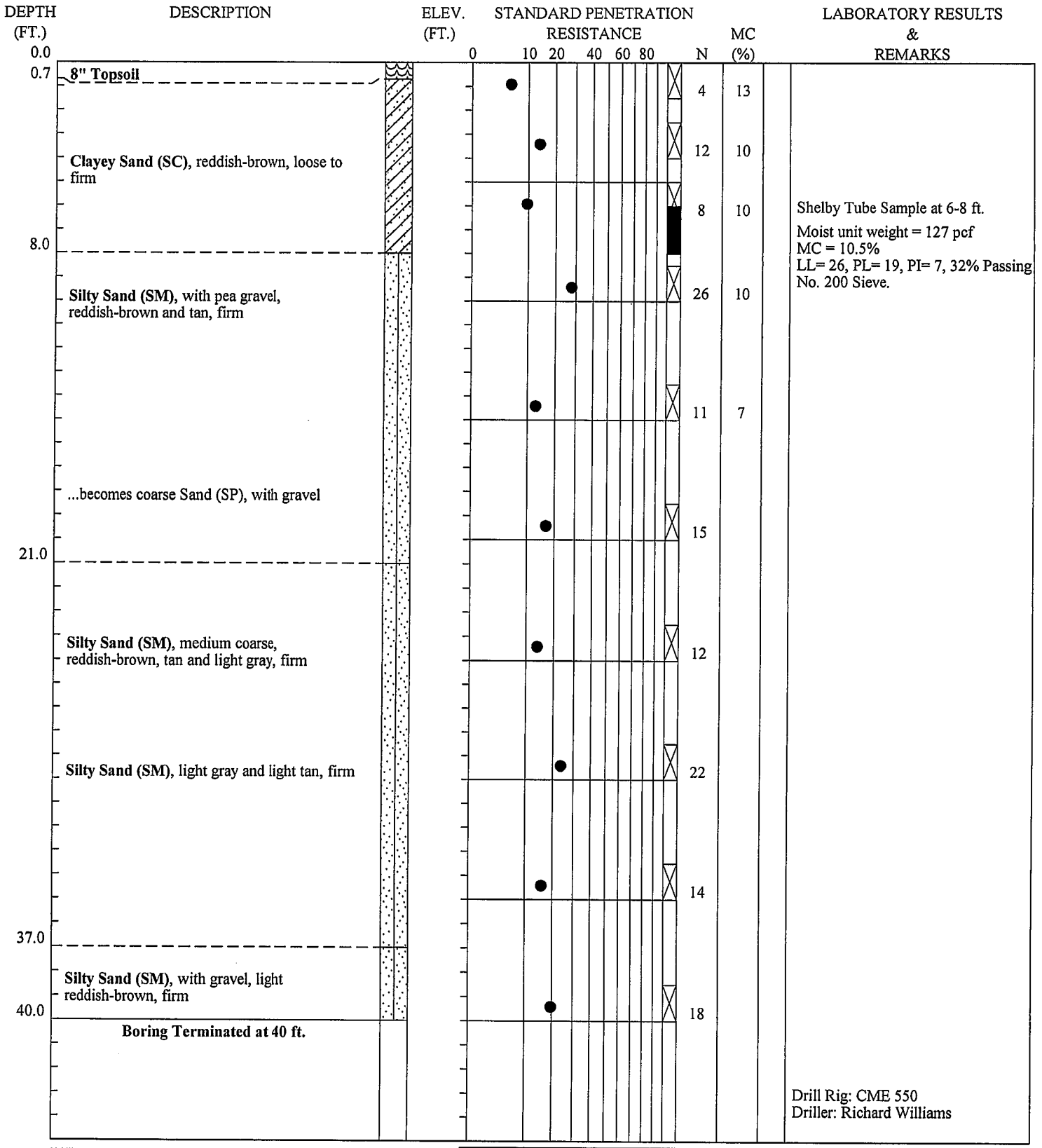


Scale: Not to Scale

CTL Project No. CS-8245-08

Christian Testing Laboratories, Inc. 1211 Newell Parkway Montgomery, Alabama 36110	**Boring Location Plan** - Soil Test Boring	**Project:** Proposed Gulf Power Meteorological Tower Escambia County, Florida

160186-OPC-POD-90-1947



REMARKS:

N - STANDARD PENETRATION RESISTANCE IN BLOWS PER FOOT (ASTM D-1586)

SEE SOIL BORING LEGEND FOR EXPLANATION OF SYMBOLS AND ABBREVATIONS USED ABOVE

SOIL BORING LOG

BORING NUMBER : B-1
DATE DRILLED : 12/1/08
PROJECT NUMBER : CS-8245-08
PROJECT : Proposed Meteorological Tower
Escambia County, Florida
PAGE 1 OF 1

CHRISTIAN TESTING LABORATORIES, INC.
Montgomery, Alabama

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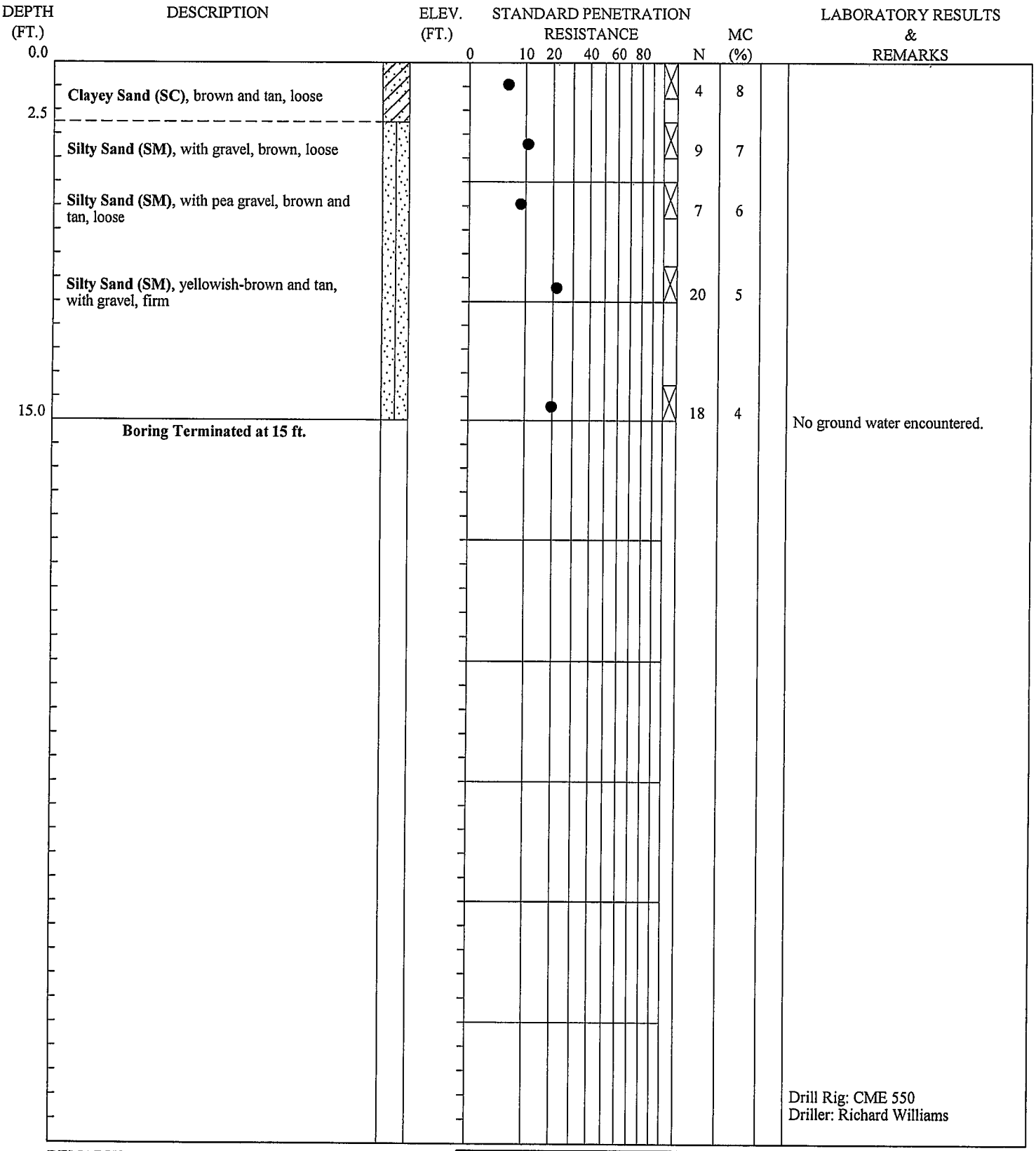


REMARKS:

N - STANDARD PENETRATION RESISTANCE IN BLOWS PER FOOT (ASTM D-1586)

SEE SOIL BORING LEGEND FOR EXPLANATION OF SYMBOLS AND ABBREVATIONS USED ABOVE

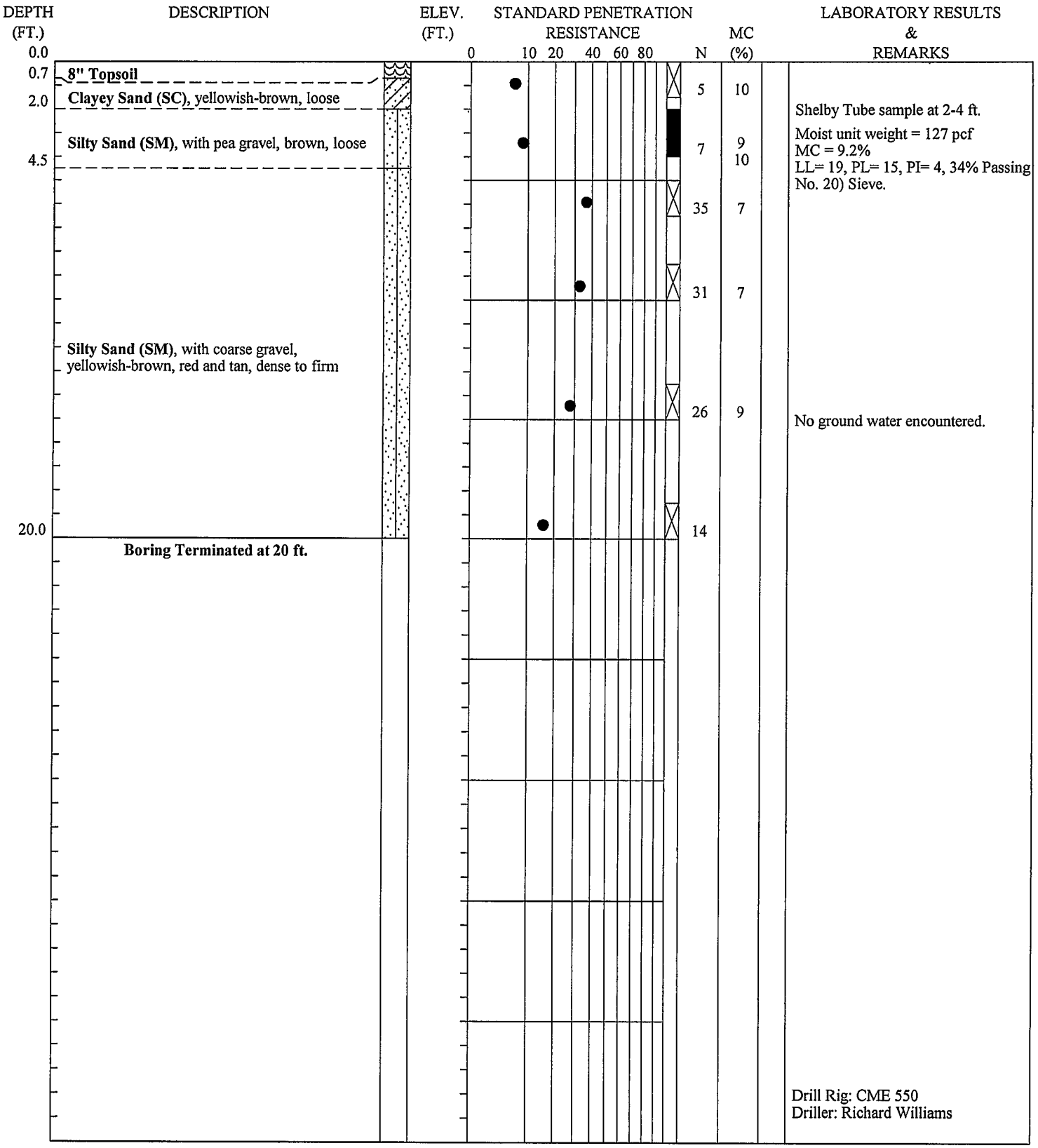
SOIL BORING LOG

BORING NUMBER : B-2
DATE DRILLED : 12/1/08
PROJECT NUMBER : CS-8245-08
PROJECT : Proposed Meteorological Tower
Escambia County, Florida
PAGE 1 OF 1

CHRISTIAN TESTING LABORATORIES, INC.
Montgomery, Alabama

SBL 8245.GPJ 12/15/08

160186-OPC-POD-90-1949



REMARKS:

N - STANDARD PENETRATION RESISTANCE IN BLOWS PER FOOT (ASTM D-1586)

SEE SOIL BORING LEGEND FOR EXPLANATION OF SYMBOLS AND ABBREVATIONS USED ABOVE

SOIL BORING LOG

BORING NUMBER : B-3
DATE DRILLED : 12/1/08
PROJECT NUMBER : CS-8245-08
PROJECT : Proposed Meteorological Tower
Escambia County, Florida
PAGE 1 OF 1

CHRISTIAN TESTING LABORATORIES, INC.
Montgomery, Alabama

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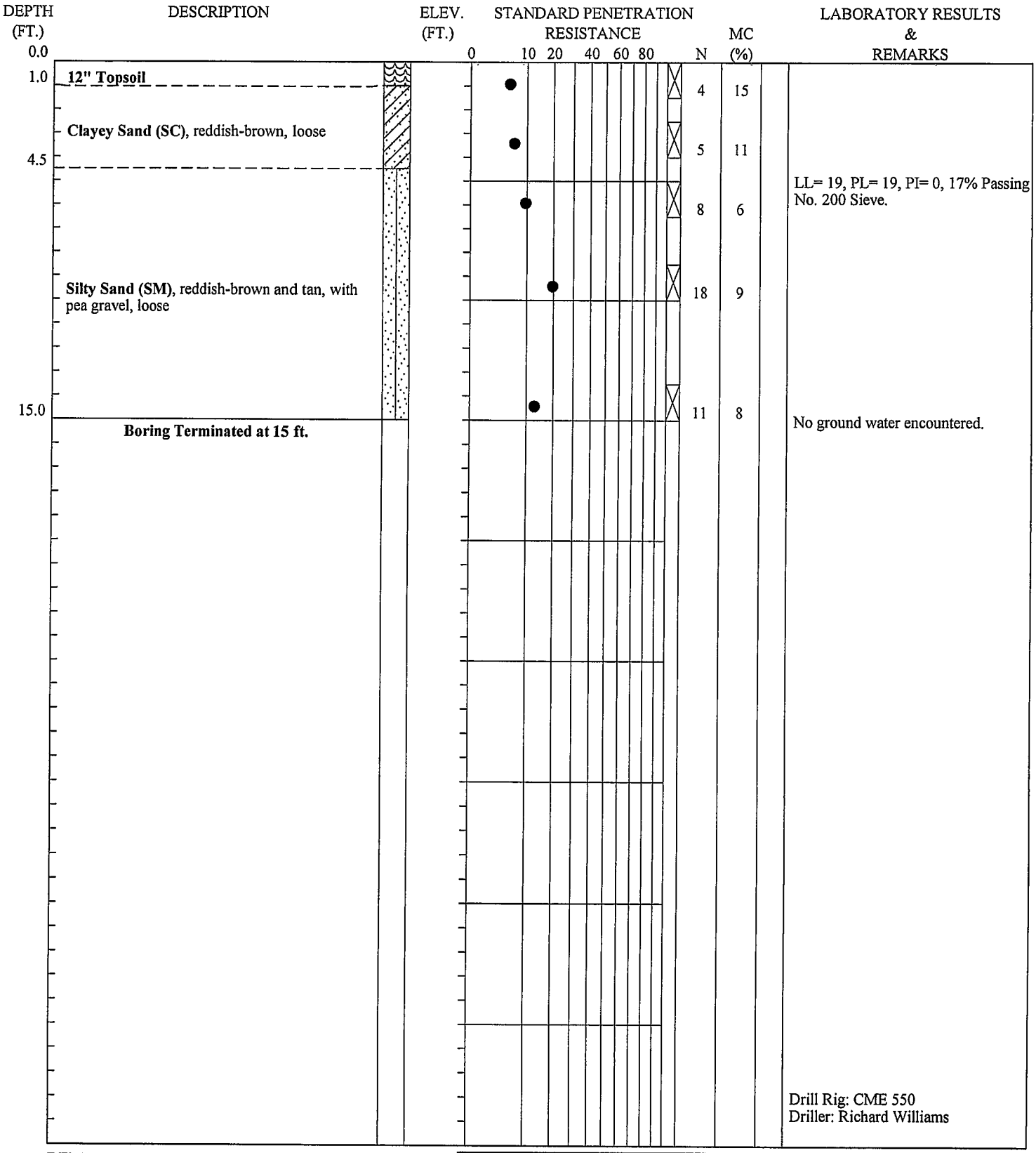
160186-OPC-POD-90-1950



REMARKS:

N - STANDARD PENETRATION RESISTANCE IN BLOWS PER FOOT (ASTM D-1586)

SEE SOIL BORING LEGEND FOR EXPLANATION OF SYMBOLS AND ABBREVATIONS USED ABOVE

SOIL BORING LOG

BORING NUMBER : B-4
DATE DRILLED : 12/1/08
PROJECT NUMBER : CS-8245-08
PROJECT : Proposed Meteorological Tower
Escambia County, Florida
PAGE 1 OF 1

CHRISTIAN TESTING LABORATORIES, INC.
Montgomery, Alabama

SBL 8245.GPJ 12/15/08

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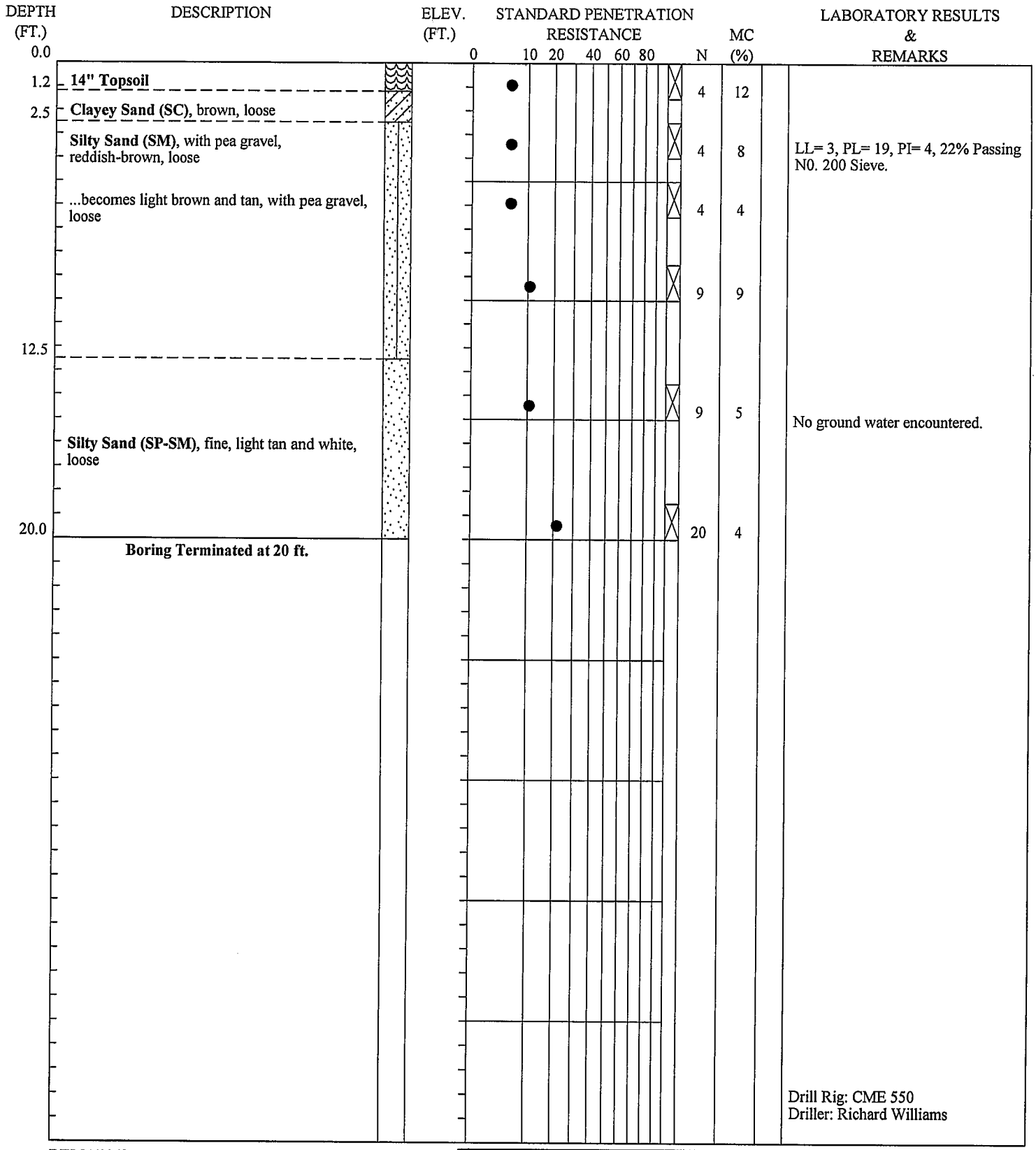

REMARKS:

N - STANDARD PENETRATION RESISTANCE IN BLOWS PER FOOT (ASTM D-1586)

SEE SOIL BORING LEGEND FOR EXPLANATION OF SYMBOLS AND ABBREVATIONS USED ABOVE

SOIL BORING LOG

BORING NUMBER : B-5
DATE DRILLED : 12/1/08
PROJECT NUMBER : CS-8245-08
PROJECT : Proposed Meteorological Tower
Escambia County, Florida
PAGE 1 OF 1

CHRISTIAN TESTING LABORATORIES, INC.
Montgomery, Alabama

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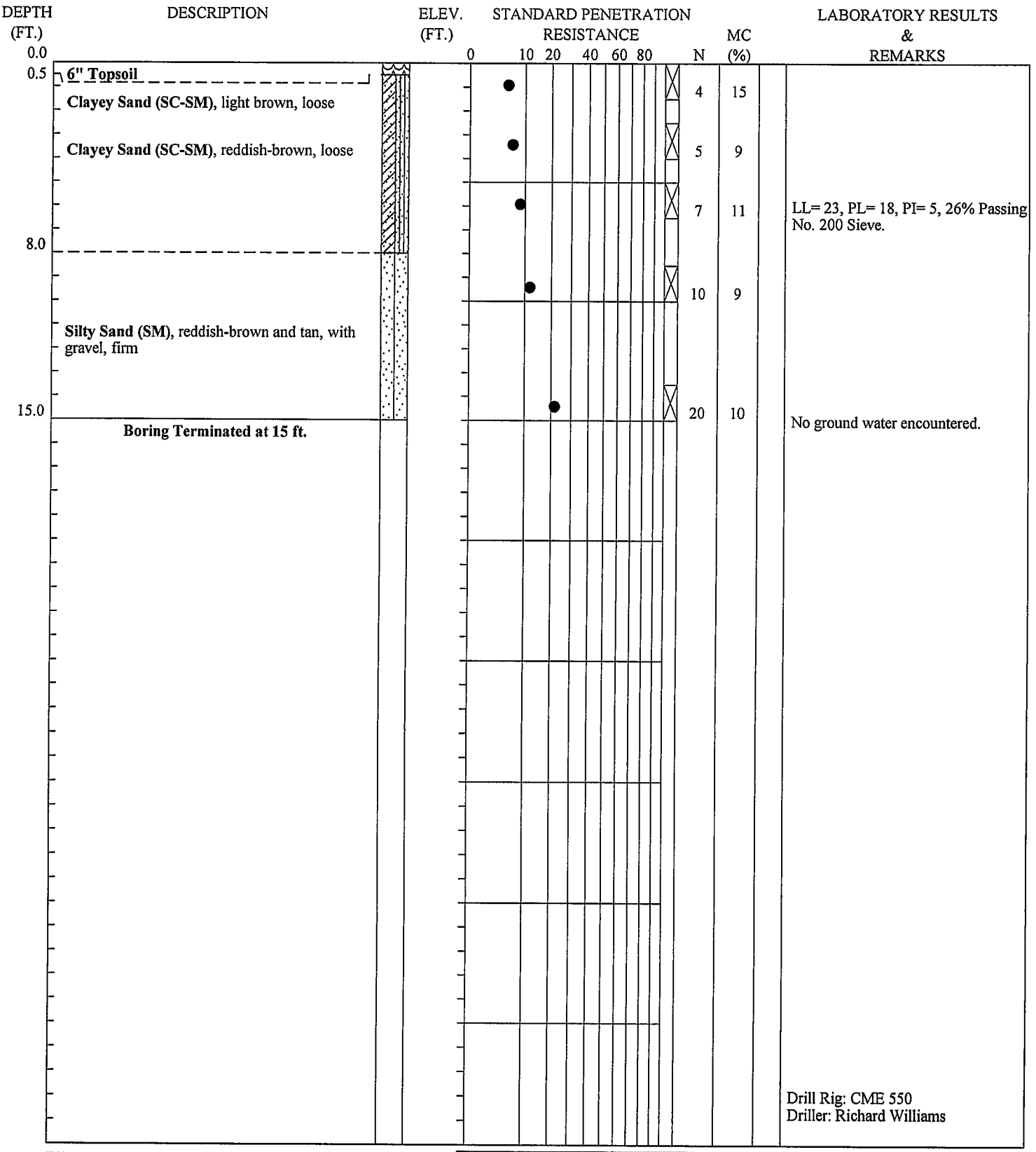
160186-OPC-POD-90-1952



REMARKS:

N - STANDARD PENETRATION RESISTANCE IN BLOWS PER FOOT (ASTM D-1586)

SEE SOIL BORING LEGEND FOR EXPLANATION OF SYMBOLS AND ABBREVATIONS USED ABOVE

SOIL BORING LOG

BORING NUMBER : B-6
DATE DRILLED : 12/1/08
PROJECT NUMBER : CS-8245-08
PROJECT : Proposed Meteorological Tower
Escambia County, Florida
PAGE 1 OF 1

CHRISTIAN TESTING LABORATORIES, INC.
Montgomery, Alabama

SBL 8245.GPJ 12/15/08

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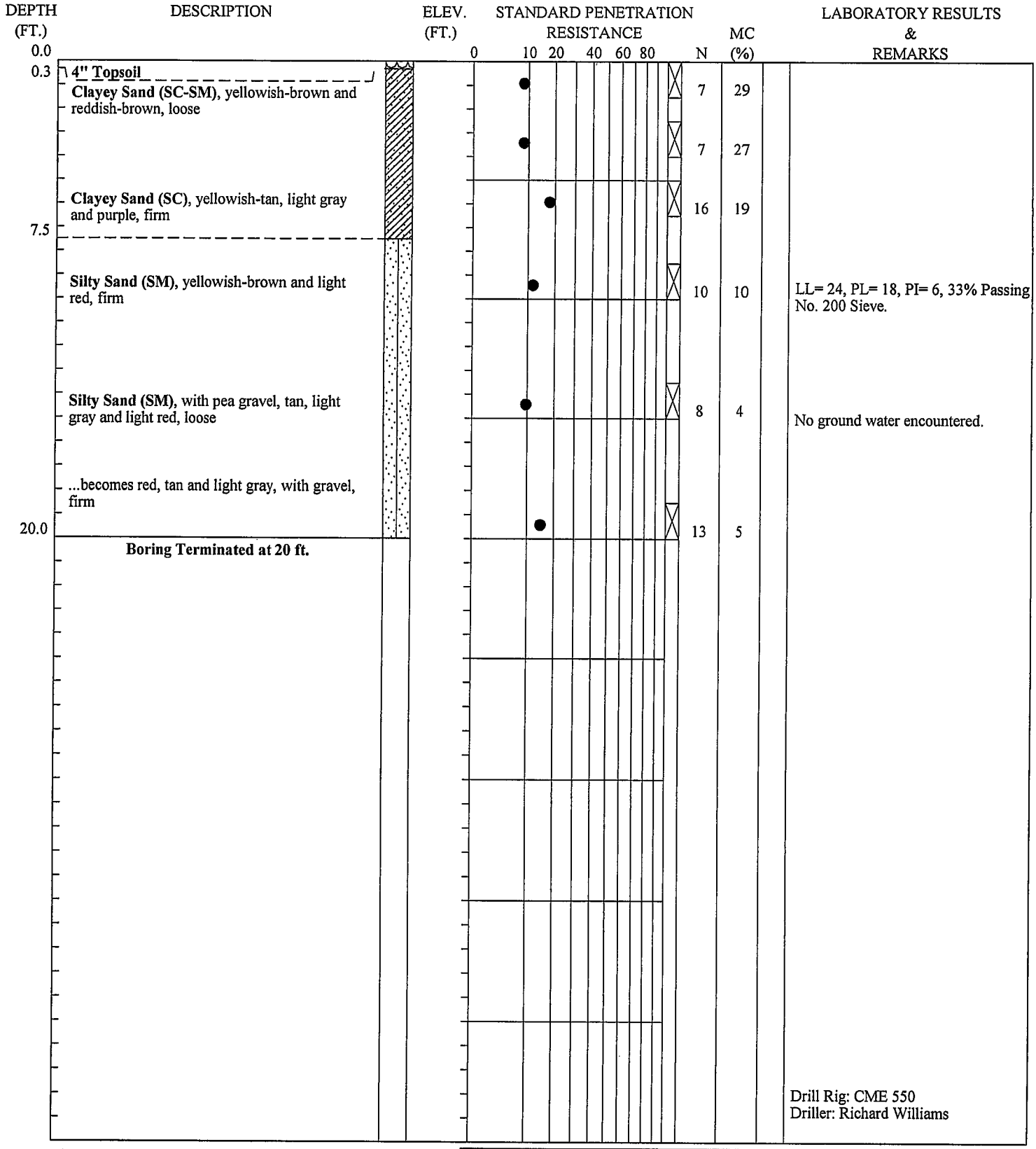


REMARKS:

N - STANDARD PENETRATION RESISTANCE IN BLOWS PER FOOT (ASTM D-1586)

SEE SOIL BORING LEGEND FOR EXPLANATION OF SYMBOLS AND ABBREVATIONS USED ABOVE

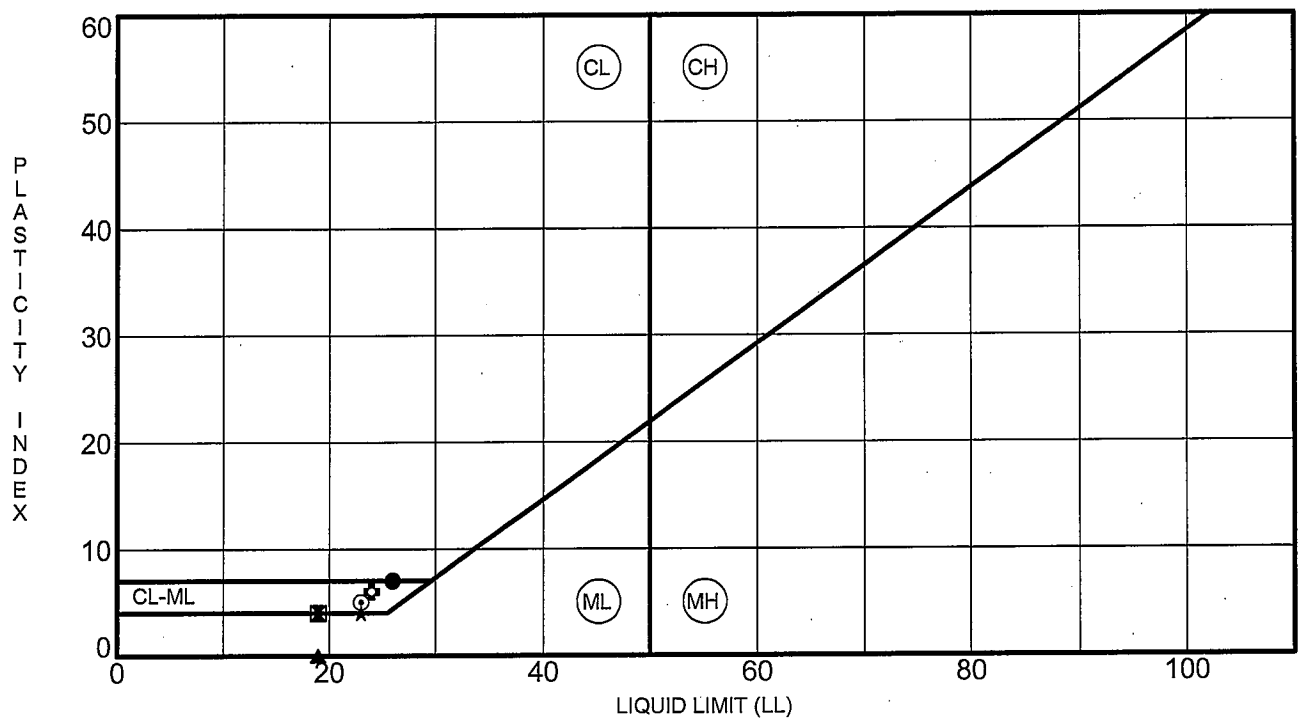
SOIL BORING LOG

BORING NUMBER : B-7
DATE DRILLED : 12/1/08
PROJECT NUMBER : CS-8245-08
PROJECT : Proposed Meteorological Tower
Escambia County, Florida
PAGE 1 OF 1

CHRISTIAN TESTING LABORATORIES, INC.
Montgomery, Alabama

SBL 8245.GPJ 12/15/08

160186-OPC-POD-90-1954



Specimen Identification			LL	PL	PI	Fines	Classification
●	B-1	7.0	26	19	7	32.0	SILTY, CLAYEY SAND SC-SM
⊠	B-3	3.0	19	15	4	34.0	SILTY, CLAYEY SAND SC-SM
▲	B-4	6.0	19	19	NP	17.0	SILTY SAND with GRAVEL SM
★	B-5	3.5	23	19	4	22.0	SILTY, CLAYEY SAND SC-SM
⊙	B-6	6.0	23	18	5	26.0	SILTY, CLAYEY SAND SC-SM
✿	B-7	9.5	24	18	6	33.0	SILTY, CLAYEY SAND SC-SM

PROJECT **Proposed 100m Weather Tower - McDavid, Florida**

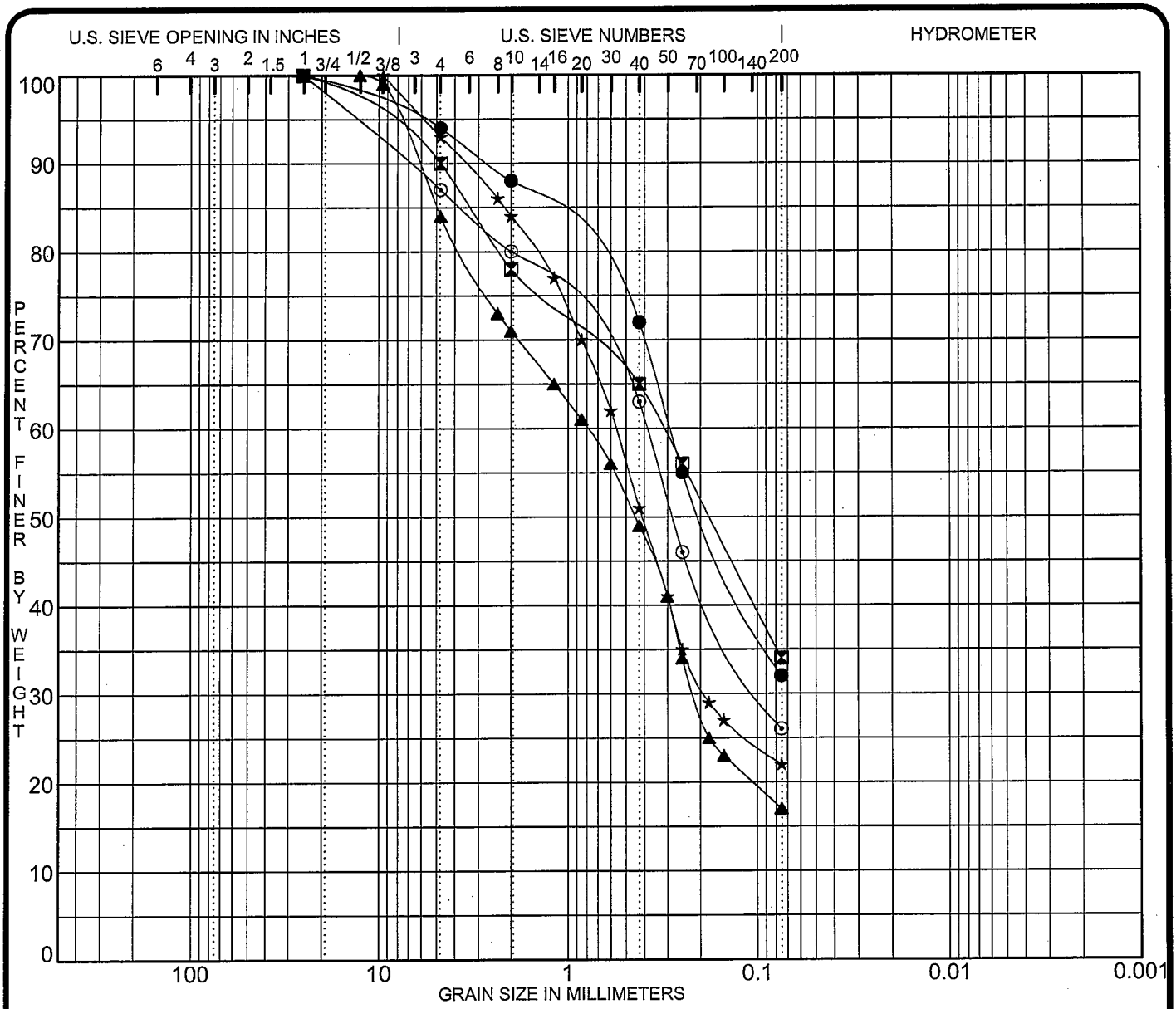
JOB NO. **CS-8245-08**

DATE **12/15/08**

ATTERBERG LIMITS' RESULTS

Christian Testing Laboratories, Inc.

160186-OPC-POD-90-1955



COBBLES	GRAVEL		SAND			SILT OR CLAY
	coarse	fine	coarse	medium	fine	

Specimen Identification			Classification	MC%	LL	PL	PI	Cc	Cu
●	B-1	7.0	SILTY, CLAYEY SAND SC-SM		26	19	7		
⊠	B-3	3.0	SILTY, CLAYEY SAND SC-SM		19	15	4		
▲	B-4	6.0	SILTY SAND with GRAVEL SM		19	19	NP		
★	B-5	3.5	SILTY, CLAYEY SAND SC-SM		23	19	4		
⊙	B-6	6.0	SILTY, CLAYEY SAND SC-SM		23	18	5		

Specimen Identification			D100	D50	D30	D10	%Gravel	%Sand	%Silt	%Clay
●	B-1	7.0	25.00	0.19			6.0	62.0	32.0	
⊠	B-3	3.0	25.00	0.18			10.0	56.0	34.0	
▲	B-4	6.0	12.50	0.45	0.216		16.0	67.0	17.0	
★	B-5	3.5	9.50	0.41	0.190		7.0	71.0	22.0	
⊙	B-6	6.0	25.00	0.28	0.095		13.0	61.0	26.0	

PROJECT **Proposed 100m Weather Tower - McDavid, Florida**

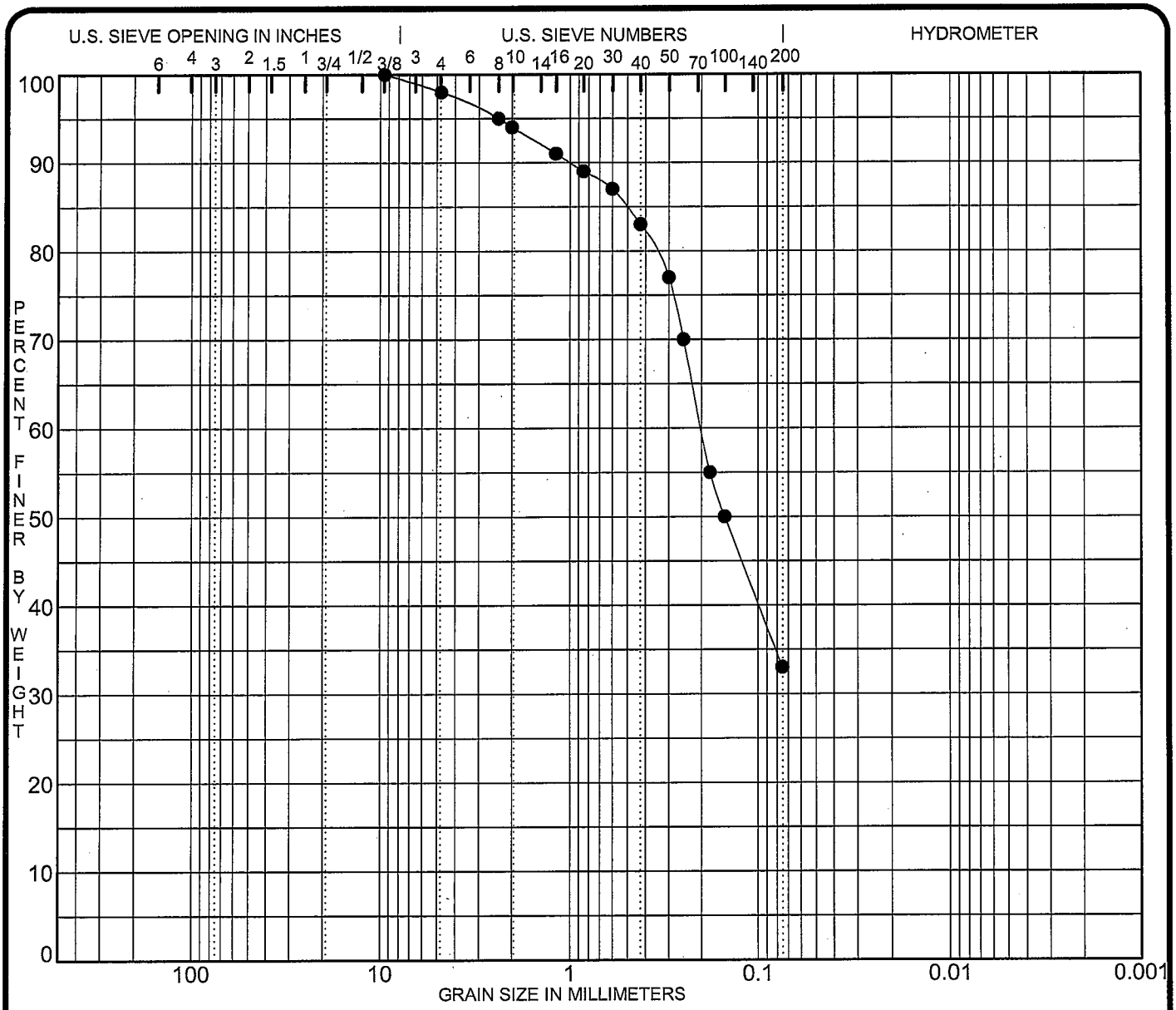
JOB NO. **CS-8245-08**

DATE **12/15/08**

GRADATION CURVES

Christian Testing Laboratories, Inc.

160186-OPC-POD-90-1956



COBBLES	GRAVEL		SAND			SILT OR CLAY
	coarse	fine	coarse	medium	fine	

	Specimen Identification		Classification	MC%	LL	PL	PI	Cc	Cu
●	B-7	9.5	SILTY, CLAYEY SAND SC-SM		24	18	6		

	Specimen Identification		D100	D50	D30	D10	%Gravel	%Sand	%Silt	%Clay
●	B-7	9.5	9.50	0.15			2.0	65.0	33.0	

PROJECT **Proposed 100m Weather Tower - McDavid, Florida**

JOB NO. **CS-8245-08**

DATE **12/15/08**

GRADATION CURVES

Christian Testing Laboratories, Inc.

160186-OPC-POD-90-1957

Summary of Soil Properties for Foundation and Guy Anchor Design

Gulf Power Meteorological Tower
Camp Road Site
Escambia County, Florida

Boring B-1 - Tower Foundation

Soil Parameter	*Depth*		
	0 - 8ft.	8 - 40 ft.	
Soil Unit Weight (moist)	127 pcf	129 pcf	
Unit Cohesion	300 psf	0 psf	
Active Pressure Coeff., K_a	0.31	0.28	
Passive Pressure Coeff., K_p	3.25	3.54	
Average SPT N-value, bpf	8	17	
Angle of Internal Friction, ϕ	32°	34°	
Coeff. of Friction, Φ	0.40	0.45	
Location of Water Table	-	-	

Boring B-2 - Guy Anchor

Soil Parameter	*Depth*		
	0 - 2 ft.	2 - 8 ft.	8 - 15 ft.
Soil Unit Weight (moist)	120 pcf	127 pcf	129 pcf
Unit Cohesion	300 psf	0 psf	0 psf
Active Pressure Coeff., K_a	0.36	0.30	0.28
Passive Pressure Coeff., K_p	2.77	3.39	3.54
Average SPT N-value, bpf	4	8	19
Angle of Internal Friction, ϕ	28°	33°	34°
Coeff. of Friction, Φ	0.40	0.45	0.50
Location of Water Table	-	-	

Summary of Soil Properties for Foundation and Guy Anchor Design

Gulf Power Meteorological Tower
Camp Road Site
Escambia County, Florida

Boring B-3 - Guy Anchor

Soil Parameter	*Depth*		
	0 - 2 ft.	2 - 5 ft.	5 - 20 ft.
Soil Unit Weight (moist)	120 pcf	127 pcf	130pcf
Unit Cohesion	300 psf	0 psf	0 psf
Active Pressure Coeff., K_a	0.36	0.30	0.27
Passive Pressure Coeff., K_p	2.77	3.39	3.69
Average SPT N-value, bpf	5	7	25
Angle of Internal Friction, ϕ	28°	33°	35°
Coeff. of Friction, Φ	0.40	0.45	0.50
Location of Water Table	-	-	-

Boring B-4 - Guy Anchor

Soil Parameter	*Depth*		
	0 - 5 ft.	5 - 8 ft.	8 - 15 ft.
Soil Unit Weight (moist)	120 pcf	127 pcf	129 pcf
Unit Cohesion	300 psf	0 psf	0 psf
Active Pressure Coeff., K_a	0.36	0.30	0.30
Passive Pressure Coeff., K_p	2.77	3.39	3.39
Average SPT N-value, bpf	5	8	15
Angle of Internal Friction, ϕ	28°	33°	33°
Coeff. of Friction, Φ	0.40	0.45	0.50
Location of Water Table	-	-	

Summary of Soil Properties for Foundation and Guy Anchor Design

Gulf Power Meteorological Tower
Camp Road Site
Escambia County, Florida

Boring B-5 - Guy Anchor

Soil Parameter	*Depth*		
	0 - 3 ft.	3 - 15 ft.	15 - 20 ft.
Soil Unit Weight (moist)	120 pcf	127 pcf	129 pcf
Unit Cohesion	300 psf	0 psf	0 psf
Active Pressure Coeff., K_a	0.36	0.30	0.30
Passive Pressure Coeff., K_p	2.77	3.39	3.39
Average SPT N-value, bpf	4	8	14
Angle of Internal Friction, ϕ	28°	33°	33°
Coeff. of Friction, Φ	0.40	0.45	0.50
Location of Water Table	-	-	

Boring B-6 - Guy Anchor

Soil Parameter	*Depth*		
	0 - 8 ft.	8 - 15 ft.	
Soil Unit Weight (moist)	120 pcf	128 pcf	
Unit Cohesion	300 psf	0 psf	
Active Pressure Coeff., K_a	0.36	0.31	
Passive Pressure Coeff., K_p	2.77	3.25	
Average SPT N-value, bpf	8	10	
Angle of Internal Friction, ϕ	28°	32°	
Coeff. of Friction, Φ	0.40	0.45	
Location of Water Table	-	-	

Summary of Soil Properties for Foundation and Guy Anchor Design

Gulf Power Meteorological Tower
Camp Road Site
Escambia County, Florida

Boring B-7 - Guy Anchor

Soil Parameter	*Depth*		
	2 - 8 ft.	8 - 20 ft.	
Soil Unit Weight (moist)	125 pcf	125 pcf	
Unit Cohesion	300 psf	0 psf	
Active Pressure Coeff., K_a	0.36	0.31	
Passive Pressure Coeff., K_p	2.77	3.25	
Average SPT N-value, bpf	10	10	
Angle of Internal Friction, ϕ	28°	32°	
Coeff. of Friction, Φ	0.40	0.45	
Location of Water Table	-	-	

EXHIBIT "B"
CHRISTIAN TESTING LABORATORIES, INC., (CTL)
GENERAL CONDITIONS OF AGREEMENT WITH THE Client

1. **PAYMENT TERMS**. Christian Testing Laboratories, Inc., (hereinafter called "CTL") will submit invoices to Client monthly and a final bill upon completion of services. Invoice will show charges for different personnel, unit test prices and/or expense classifications unless a lump sum payment is agreed to as part of this Agreement. Payment is due upon presentation of invoice and is past due thirty (30) days from the invoice date. Client agrees to pay a finance change of one and one percent (1 %) per month (minimum of $25.00 per month) on the principal amount of any past due account. In the event CTL deems it necessary to refer the account to an attorney for collection, Client agrees to pay all costs of collection, including a reasonable attorney's fee.
2. **INSURANCE**. CTL maintains Worker's Compensation and Employer's Liability Insurance in conformance with applicable state law. In addition, we maintain Comprehensive General Liability Insurance and Automobile Liability Insurance with bodily injury limits and property damage limits of $1,000,000.00 combined single limit. A certificate of insurance can be supplied evidencing such coverage with contains a clause providing that thirty (30) days written notice be given prior to cancellation. Cost of the above is included in our quoted fees. If additional coverage, such as additional insured endorsements, waiver of subrogation or increased limits of liability are required, CTL will endeavor to obtain the requested insurance and charge separately for costs associated with additional coverage or increased limits.
3. **STANDARD OF CARE**. The only warranty or guarantee made by CTL in connection with the services performed hereunder is that we will use that degree of care and skill ordinarily exercised under similar conditions by reputable members of our profession practicing in the same or similar locality. No other warranty, expressed or implied, is made or intended by our proposal for geotechnical/environmental services or by our furnishing oral or written reports.
4. **RIGHT OF ENTRY**. Unless otherwise agreed in writing, Client will provide for the right of entry for CTL, its agents and employees and all equipment necessary for completion of the work. While CTL will take reasonable precaution to minimize any damage is not included in the quoted fee and CTL is not responsible unless specifically stated. If Client desires CTL to repair or correct the damage, the cost of such repairs or corrections will be paid by Client as an additional fee.
5. **LIMITATION OF LIABILITY**. Client agrees to limit CTL's liability to Client, and to all construction contractors and subcontractors on the project, arising from CTL's professional acts, errors or omission or other professional negligence, so that the total aggregate liability of CTL to all those named shall not exceed $25,000 or CTL's total fees for services rendered on the project, whichever is less. If the Client prefers to have higher limits of professional liability, CTL agrees to increase the limits up to a maximum of $2,000,000 upon Client's written request at the time of accepting our proposal, provided that the Client agrees to pay additional consideration of $350.00 per project. The additional charge for the higher liability limits is because of the greater risk assumed as is not strictly a charge for additional professional liability insurance.
6. **EXISTING MAN MADE OBJECT**. It is the duty of the Client to disclose the presence and accurate locations of all hidden or obscure man made objects, including utility lines, relative to field test or boring locations. CTL field personnel are trained to recognize clearly identifiable stakes or markings in the field and, without special written instructions, to initiate field testing, drilling and/or sampling within a reasonable distance of each designated location. If CTL is notified in writing of the presence or potential presence of underground or above ground obstructions, such as utilities, CTL will give special instructions to its field personnel. Client agrees (as evidenced by Client's acceptance of this Agreement) to indemnify and save harmless CTL from all claims, suits, losses, personal injuries, deaths and property liability resulting from unusual subsurface structures, owned by Client or third parties, occurring in the performance of the proposed services, the presence and exact locations of which were not revealed to CTL in writing, and to reimburse CTL for expenses in connection with any such claims or suits, including reasonable attorney's fees.
7. **SAMPLING OR TESTING LOCATION**. Unless otherwise stated in writing, the fees included in the Agreement do not include costs associated with surveying of the site or the accurate horizontal and vertical locations or tests. Boring locations described in CTL's report or shown on sketches are based on specific information furnished by the Client or Client's agent or estimates made by CTL technicians. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated in the report or contracted for at the inception of the Agreement.
8. **SAMPLE DISPOSAL AGREEMENT**. CTL will retain soil and rock samples which are not used for testing for sixty (60) days after submission of our report. After sixty (60) days the retained samples will be discarded unless the Client has made written request for storage or transfer of the samples. Client shall be responsible for the expense of such storage or transfer.
9. **SAFETY**. When CTL provides periodic observations or monitoring services at the job site during construction, Client agrees that, in accordance with generally accepted construction practices, the contractor (i.e. not CTL) will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work, and compliance with OSHA regulations, and that theses requirements will apply continuously and not be limited to normal working hours. Any monitoring of the contractor's procedures conducted by CTL is not intended to include review of the adequacy of the contractor's safety measures in, on, adjacent to, or near the construction site.
10. **ENGINEERING, EQUIPMENT AND TECHNICAL SERVICES**. Fees for such services are based upon all time spent on the project by engineering or technical personnel at the hourly or unit rates of the Fee Schedules. The quoted fee may not cover the cost of conferences, site visits, review of plans and specifications, or other services subsequent to submittal of our report. Such additional services will be invoiced at the applicable rates. All engineering and technical work is generally provided by CTL's regular employees; however, special services by other firms or consultants may be needed on occasion and will be invoices at the applicable rates. No "outside" services will be contracted for without Client's prior permission.
11. **ASSIGNMENT**. Neither Client or CTL may delegate, assign, sublet or transfer its duties or interest in this agreement without the prior written consent of the other party.
12. **DISPUTE RESOLUTION**. In the event a dispute results from the CTL/Client relationship, the Client agrees to informal, non-binding mediation between the parties. Should the dispute result in form mediation, arbitration and/or litigation and CTL receives summary judgement or is adjudicated not liable for the claims of the Client, the Client agrees to pay all costs incurred by CTL in defense of any claim, included, but not limited to, reasonable attorney's fees.
13. **OWNERSHIP OF DOCUMENTS**. All reports, boring logs, field data, laboratory test data, calculations, estimates and other documents prepared by CTL, as instruments of service, shall remain in the custody and control of CTL. Client agrees that under no circumstances shall any documents or reports produced by CTL pursuant to this Agreement be used at any location or for any project not expressly provided for in this agreement without the written permission of CTL. Client agrees that all reports and other work furnished to Client or its agents, which are not paid for, will be returned upon demand and will not be used by Client for any purpose whatsoever. CTL will retain all pertinent written records relating to the services performed for a period of five (5) years following submission of the report, during which period the records will be made available to Client at all reasonable times. During this five (5) year period, CTL will provide Client with copies of required documents created in the performance of the work, at the expense of Client.
14. **TERMINATION**. This agreement may be terminated by either party upon fourteen (14) days written notice in the event of material failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if the material failure has been remedied before the expiration of the period specified in the written notice. In the event of termination, CTL shall be paid for all services performed and expenses incurred up to the termination notice date plus reasonable termination expenses. The expenses of termination or suspension shall include all direct costs of CTL in completing such analysis, records and reports.
15. **GOVERNING LAW**. This agreement shall be governed and constructed in accordance with the laws of the State of Alabama, United States of America.
16. **SEPARABILITY**. The provisions of this Agreement are separate and divisible, and, if any court of competent jurisdiction shall determine that any provisions hereof is void and/or unenforceable, the remaining provisions shall be construed and shall be valid as if the void and/or enforceable provisions or provisions were not included in this Agreement.
17. **WAIVER**. Except as otherwise especially provided in this Agreement, no failure on the part of either party to exercise, and no delay in exercising, any rights, privilege or power under this Agreement shall operate as a waiver or relinquishment thereof, nor shall any single partial exercise by either party or any right, privilege or power under this Agreement preclude any other or further exercise thereof, or the exercise of any right, privilege or power. Waiver by any party of any breach of any provisions of the Agreement shall not constitute or be construed as a continuing waiver, or a waiver of any other breach of any provision of this Agreement.
18. **BINDING**. This Agreement shall be binding upon all of the parties and their respective estates, heirs, administrators, executors, successors and assigns.
19. **STIPULATION**. Each of the parties to this Agreement as set forth herein stipulate that they have read, understand and agree to be bound by all of the terms set forth pursuant to the documents which are the basis of this agreement.