

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: April 1, 2014 Consent [X] Regular []
Public Hearing []

Department: Water Utilities Department

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: a Consent to Easement Agreement between United States of America, Department of the Army (United States) and Palm Beach County (County).

Summary: A utility easement is needed to perform utility work, including installation of new pipes, and also for the continued location of and abandonment of certain existing facilities along the Herbert Hoover Dike in the City of Pahokee. The United States consents to the easement agreement subject to a seven (7) year time limit, restoration and installation restrictions, and certain indemnity provisions. The Consent to Easement Agreement replaces a prior Consent to Easement Agreement for the existing facilities which was revoked for administrative purposes. The Water Utilities Department recommends approval of the Consent to Easement Agreement. District 6 (MJ).

Background and Justification: The United States is the owner of a property along Lake Okeechobee (Herbert Hoover Dike). County is proposing to install potable water and wastewater facilities to restore and improve utility services to certain parcels in Pahokee located between Lake Okeechobee and the Herbert Hoover Dike. In addition, the County owns an existing pipeline within the Dike, and the Consent to Easement Agreement will allow the continued location of this pipeline for a period of seven (7) years, at which time the pipeline will be abandoned in place. The construction and continued location requires consent from the United States. County will be the owner of the constructed facilities. The United States requires certain indemnity provisions and construction requirements as a condition for providing the consent.

Attachments:

- 1. Location Map
- 2. Two (2) Original Consent to Easement Agreements

Recommended By: 
Department Director Date

Approved By: 
Assistant County Administrator Date 3/18/2014

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2014	2015	2016	2017	2018
Capital Expenditures	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
External Revenues	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Program Income (County)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
In-Kind Match County	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
NET FISCAL IMPACT	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Budget Account No.:	Fund _____	Dept _____	Unit _____	Object _____	

Is Item Included in Current Budget? Yes ___ No ___

Reporting Category N/A

B. Recommended Sources of Funds/Summary of Fiscal Impact:

No Fiscal Impact

C. Department Fiscal Review: Delina M. Vest

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development and Control Comments:

<p>OFMB <u>HN</u> 3/12</p>	<p><u>Shirley</u> 3/13/2014 3/12</p>	<p><u>Dr. J. Jacob</u> 3/14/14 3-14-14 <u>Check</u></p>
		Contract Development and Control

B. Legal Sufficiency:

[Signature] 3/17/14
Assistant County Attorney

C. Other Department Review:

Department Director

This summary is not to be used as a basis for payment.



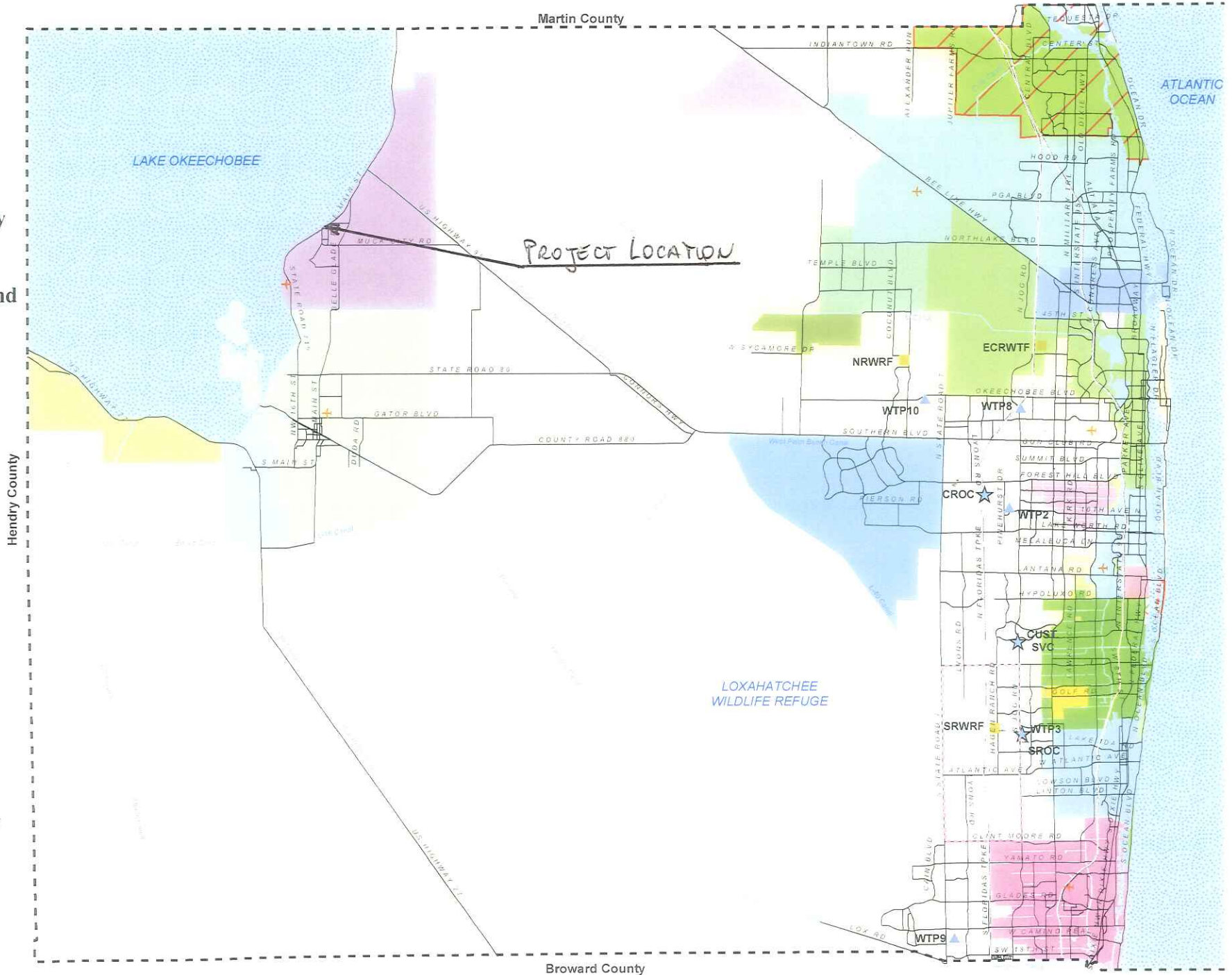
**Palm Beach County
Water Utilities
Department
Service Area (SA) and
Major Facilities**

Attachment 1

- Legend**
- P.B.C.W.U.D. SA
 - Mandatory Reclaimed SA
 - Palm Beach County Limits
 - Administration
 - Water Reclamation Facility
 - Water Treatment Facility
 - Wetlands



NOT TO SCALE



Martin County

ATLANTIC OCEAN

LAKE OKEECHOBEE

PROJECT LOCATION

LOXAHATCHEE WILDLIFE REFUGE

Broward County

Hendry County

**DEPARTMENT OF THE ARMY
CONSENT TO EASEMENT
TO USE CORPS OF ENGINEERS RIGHT-OF-WAY**

Consent No. DACW17-9-13-0100
Project: Intracoastal Waterway-
Tributary Channel, Okeechobee Waterway
Palm Beach County, Florida
Tract Nos. 730 and 731

THIS CONSENT TO EASEMENT AGREEMENT, made by and between the **UNITED STATES OF AMERICA, DEPARTMENT OF THE ARMY**, hereinafter referred to as the "Government", acting by and through the Chief of Management and Disposal Branch, Real Estate Contracting Officer, U.S. Army Corps of Engineers, Jacksonville District, hereinafter referred to as "said officer," and **PALM BEACH COUNTY**, hereinafter referred to as the "Grantee":

WHEREAS, the Government has acquired right-of-way easements over the above-numbered tracts of land, which easements, by the terms, reserve to the Government, in perpetuity, the right to use said easements for the construction, improvement, and maintenance of the Herbert Hoover Dike which is part of the authorized Intracoastal Waterway-Tributary Channel, Okeechobee Waterway, Palm Beach County, Florida; and

WHEREAS, Glades Utility Authority (GUA) requested permission to install, reconnect, use, maintain, repair and remove three (3), 8-inch water and 4-inch sewer, pipelines and marked valves in, on, across, over, and under a portion of the lands identified as Tract Nos. 730 and 731, Sections 13 and 18, Township 42 South, Ranges 36 and 37 East, Palm Beach County, Florida; and

WHEREAS, Grantee assumed ownership and responsibility for all the GUA assets, inclusive of the utilities identified above, together with the existing 12-inch water line. The area is shown in red on Exhibit "A-1"(Real Estate Project Segment Map); Exhibit "A-2"(Site Aerial Map of Utility Reconnection Crossings); Exhibit "A-3"(Site Aerial Map of 12-inch Water Main); and Exhibit "B" (Plans and Specifications of Utility Reconnections) consisting of twenty (22) pages, attached hereto and made a part hereof; and.

WHEREAS, the existing 12-inch water line is required to be removed from the Federal right-of-way easement of the Herbert Hoover Dike or disabled by filling with grout and capping the water line at the Grantee's expense.

NOW THEREFORE, this consent is granted to the Grantee, Palm Beach County Water Utilities, and accepted under the following conditions:

1. That effective as of the date of execution hereof, on behalf of the United States, this consent shall replace Department of the Army Consent to Easement No. DACW17-9-12-0021 dated 12 June 2012 which was revoked for administrative purposes.

2. That the term of this consent shall be for a period of seven (7) years commencing as of the date of execution hereof on behalf of the United States. If Grantee chooses to either remove the 12-inch water line or fill and cap the 12-inch water line, it shall be at the Grantee's expense. In the event any damages to the Herbert Hoover Dike are caused by a ruptured water line, repairs will be the responsibility of the Grantee. The Grantee must contact the Government or said officer in writing when the 12-inch water line has been removed from the Federal right-of-way easement or disabled and a joint inspection will be performed thereafter by the Grantee and the Government. If additional time is required, the Grantee must notify the Government at least 60 days prior to the expiration of this consent.

3. That it is understood that this consent is effective only insofar as the property rights of the Government in the land to be occupied are concerned, and that it does not relieve the Grantee from the necessity of obtaining grants from the owners of the fee and/or other interests, therein, nor does it obviate the requirement that the Grantee obtain State or local assent required by law for the activity authorized herein.

4. That any proposed improvements or use authorized herein shall not be commenced until appropriate rights shall have been obtained by the Grantee from the record owners and encumbrancers of the fee title to the lands involved, or until the Grantee has obtained all Federal, State, or local permits required by law.

5. That the proposed improvements or use authorized herein shall be consistent with the terms and conditions of this consent; and that any improvements or use not specifically identified and authorized shall constitute a violation of the terms and conditions of this consent which may result in a revocation of this consent and in the institution of such legal proceedings as the Government may consider appropriate, whether or not this consent have been revoked or modified.

6. That the exercise of the privileges hereby consented to shall be without cost or expense to the Government and under the supervision of and subject to the approval of the said officer having immediate jurisdiction over the property and subject to such regulations as he may from time to time prescribe, including, but not limited to, the specific conditions, requirements, and specifications set forth in paragraph 16 below.

7. That the Grantee shall supervise and maintain the said improvements and cause it to be inspected at reasonable intervals, and shall immediately repair any damage found therein as a result of such inspection, or when requested by said officer to repair any defects. Upon completion of the installation of said improvements or the making of any repairs thereto, the premises shall be restored immediately by the Grantee, at the Grantee's own expense, to the same condition as that in which they existed prior to the commencement of such work, to the satisfaction of said officer.

8. That any property of the Government damaged or destroyed by the Grantee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the Grantee to the satisfaction of the said officer, or in lieu of such repair or replacement, the Grantee shall, if so required by said officer and at his option, pay to the Government an amount sufficient to compensate for the loss sustained by the Government by reason of damage to or destruction of Government property.

9. That the Government shall not be responsible for damages to the property or injuries to persons which may arise from or be incident to the exercise of the privileges herein granted, or for damages to the property of the Grantee, or for damages to the property or injuries to the person of the Grantee, or the persons of Grantee's officers, agents, servants, or employees, or others who may be on said premises at the invitation of the Grantee or the invitation of one of them, arising from Governmental activities on or in the vicinity of the said premises, and the Grantee shall hold the Government harmless from any and all claims, to the extent allowed by law.

10. That the Government shall in no case be liable for any damage, either hidden or known, to any improvements herein authorized which may be caused by any action of the Government, under the rights obtained in its easements, or that may result from the future operations undertaken by the Government, and no claim or right to compensation shall accrue from such damage, and if further operations of the Government require the alteration or removal of any improvements herein authorized, the Grantee shall, upon due notice, from said officer, alter or remove said improvements without expense to the Government and subject to the supervision and approval of the said officer and no claim for damages shall be made against the Government on account of such alterations or removal.

11. That construction and/or operation, maintenance, and use of any improvements incident to the exercise of the privileges herein granted shall be in such a manner as not to conflict with the rights of the Government, nor to interfere with the operations by the Government under such rights nor to endanger lives and safety of the public.

12. That this consent may be terminated by the Government or said officer upon reasonable notice to the Grantee if the Government or said officer shall determine that any improvements or use to which consent is herein granted interferes with the use of said land or any part thereof by the Government, and this consent may be annulled and forfeited by the declaration of the Government or said officer for failure to comply with any or all of the provisions and conditions of this consent, or for nonuse for a period of two (2) years, or for abandonment.

13. That upon relinquishment, termination, revocation, forfeiture, or annulment of this consent, the Grantee shall vacate the premises, remove all property of the Grantee therefrom, and restore the premises to a condition satisfactory to the said officer. Notwithstanding the prior sentence, Grantee shall be permitted to fill and cap the 12-inch water line without removal. If the Grantee shall fail or neglect to remove or cap the said property and so restore the premises, then at the option of the Government or said officer, the said property shall either become the property of the Government without compensation therefor, or the Government or said officer, may cause it to be removed, and the premises to be so restored at the expense of the Grantee, and no claim for damages against the Government, or its officer or agents, shall be created by or made on account of such removal and restoration.

14. That the Grantee within the limits of its respective legal powers shall comply with all Federal, interstate, State, and/or local governmental regulations, conditions, or instructions for the protection of the environment and all other matters as they relate to real property interests granted herein.

15. That the Grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural, or other cultural artifacts, relics, vestiges, remains, or objects of antiquity. In the event such items are discovered on the premises, the Grantee shall immediately notify the District Engineer, Jacksonville District, Post Office Box 4970, Jacksonville, Florida 32232-0019, and the site and the material shall be protected by the Grantee from further disturbance until a professional examination of them can be made or until a clearance to proceed is authorized by the District Engineer.

16. That construction of the water and sewer pipelines shall be in accordance with the drawings attached hereto and made a part hereof as Exhibit "B". That prior to construction, the Grantee must coordinate work with the District's Construction and Operations personnel and its contractor. The Grantee must ensure that a District representative be present and on-site to observe the installation and verify the connections before placement of backfill material. That the Grantee is required to provide "As-Builts" once the reconnection has been made to include all pertinent features, elevations, and locations

including, but not limited to pipe size, pipe type, elevation and cover information, valve location, mechanical constraints, bedding material, excavation limits, trench widths, etc. That no additional permanent facilities shall be constructed waterward of the Government's right-of-way and any facilities currently within the right-of-way must be removed by the grantee, at the Grantee's expense, if future needs of the Government so require. Grantee shall have the option to fill and cap the 12-inch water line without removal, at Grantee's expense. However, the Grantee may be required to make future modifications, as needed, to the utility crossing to ensure the safety of the embankment dam. The Grantee is required to provide confirmation of 12-inch water line resolution within 90 days of such resolution.

17. That this consent may not be transferred to a third party without the prior written notice to the Chief, Real Estate Division, U.S. Army Corps of Engineers, Jacksonville District, Post Office Box 4970, Jacksonville, Florida 32232-0019, and by the transferee's written agreement to comply with and be bound by all the terms and conditions of this consent. In addition, if the Grantee transfers the improvements authorized herein by conveyance of realty, the deed shall reference this consent and the terms and conditions herein and the consent shall be recorded along with the deed in the Registrar of Deeds or with other appropriate official.

This consent is not subject to Title 10, United States Code, Section 2662.

IN WITNESS WHEREOF, I have hereunto set my hand, by authority of the Secretary of the Army, this _____ day of _____ 2014.

UNITED STATES OF AMERICA

BY: _____
MARK E. BENNETT
Chief of Management and Disposal Branch
Real Estate Contracting Officer

AGREED TO AND ACCEPTED

PALM BEACH COUNTY, BY ITS BOARD OF COUNTY COMMISSIONERS

ATTEST:
SHARON R. BOCK
CLERK AND COMPTROLLER

By: _____
Deputy Clerk

By: _____
Priscilla A. Taylor, Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND CONDITIONS

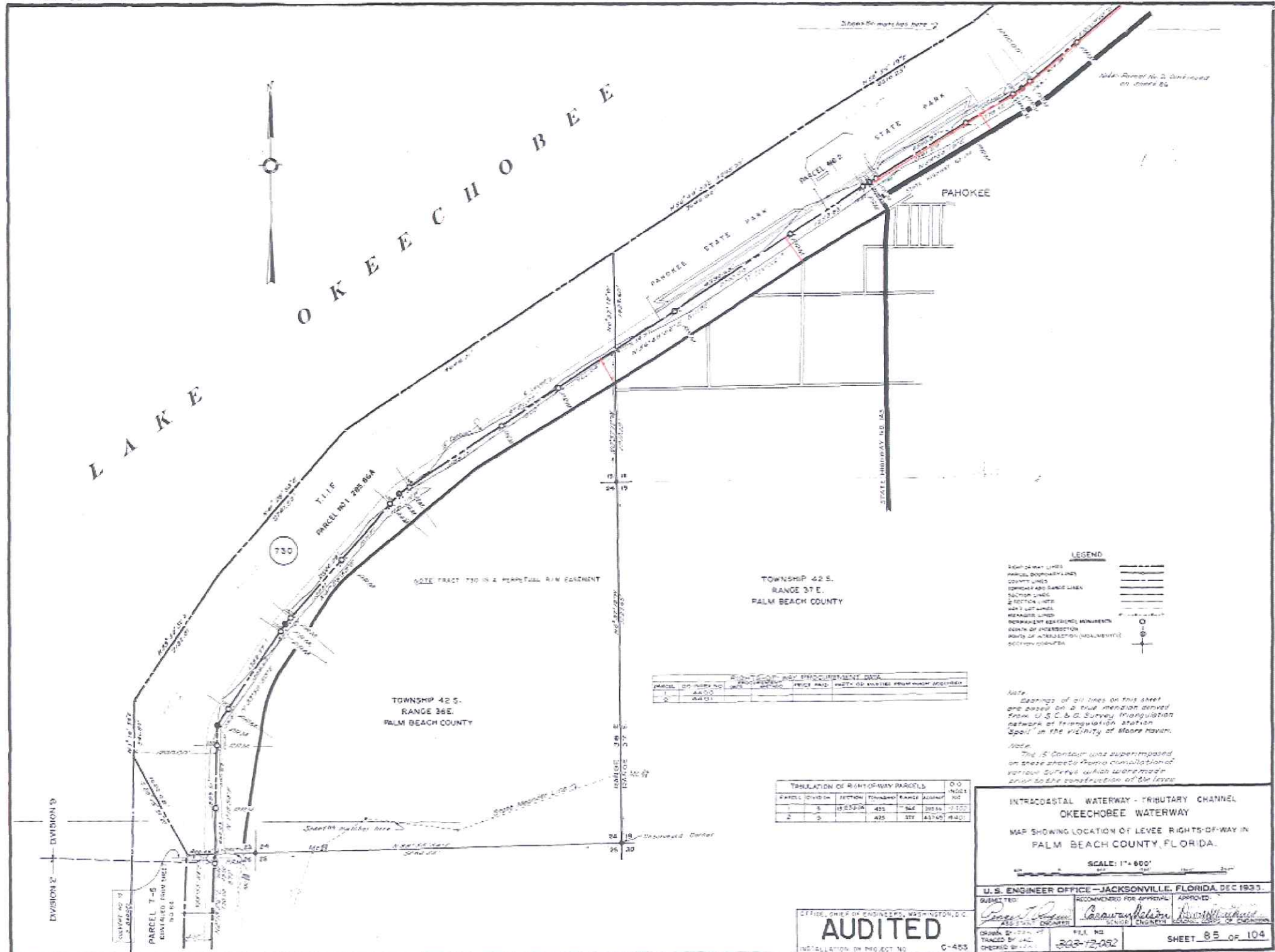
By: 
County Attorney

By: 
Director of Water Utilities

CERTIFICATE OF AUTHORITY

I, _____, certify that I am the
_____ of the Board of County Commissioners, Palm Beach
County, Florida; that _____ who signed the foregoing
instrument on behalf of the grantee was then _____ of Palm
Beach County Board of County Commissioners. I further certify that
the said officer was acting within the scope of powers delegated to
this officer by the governing body of the grantee in executing said
instrument.

(Signature)



LEGEND

- RIGHT-OF-WAY LINES
- PARCEL BOUNDARY LINES
- COUNTY LINES
- SECTION AND RANGE LINES
- SECTION LINES
- 2 SECTION LINES
- PARCEL LINES
- REMARKS LINES
- PERMANENT EASEMENT BOUNDARIES
- POINTS OF INTERSECTION
- POINTS OF INTERSECTION (MOUNTAIN)
- SECTION CORNERS

RIGHT-OF-WAY DISCONTINUOUS BOUNDARY

PARCEL OR TRACT NO.	SECTION	RANGE	TOWNSHIP	PRICE PAID	DATE OF ACQUISITION FROM WHOM ACQUIRED
1	5	36 E	42 S		
2	5	36 E	42 S		

TRIANGULATION OF RIGHT-OF-WAY PARCELS

PARCEL TRACT OR SECTION	TOWNSHIP	RANGE	SECTION	AREA	PERCENTAGE
1	5	36 E	42 S	364	0.100
2	5	36 E	42 S	43700	0.001

Note:
Bearings of all lines on this sheet are based on a true meridian derived from U. S. G. & G. Survey triangulation network of triangulation station 'Spill' in the vicinity of Moore Haven.

Note:
The 5' Contour was superimposed on these sheets from a compilation of various surveys which were made prior to the construction of the levee.

INTRACASTAL WATERWAY - TRIBUTARY CHANNEL
OKEECHOBEE WATERWAY

MAP SHOWING LOCATION OF LEVEE RIGHTS-OF-WAY IN
 PALM BEACH COUNTY, FLORIDA.

SCALE: 1" = 800'

U. S. ENGINEER OFFICE - JACKSONVILLE, FLORIDA, DEC 1923.

SUBMITTED	RECOMMENDED FOR APPROVAL	APPROVED
<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>
ASSISTANT ENGINEER	CHIEF ENGINEER	SENIOR ENGINEER

CHIEF OF ENGINEERS, WASHINGTON, D. C.

AUDITED

REGISTRATION OF PROJECT NO. C-453

SHEET 85 OF 104

EXHIBIT A-1



Exhibit A-2

Software Update Installation

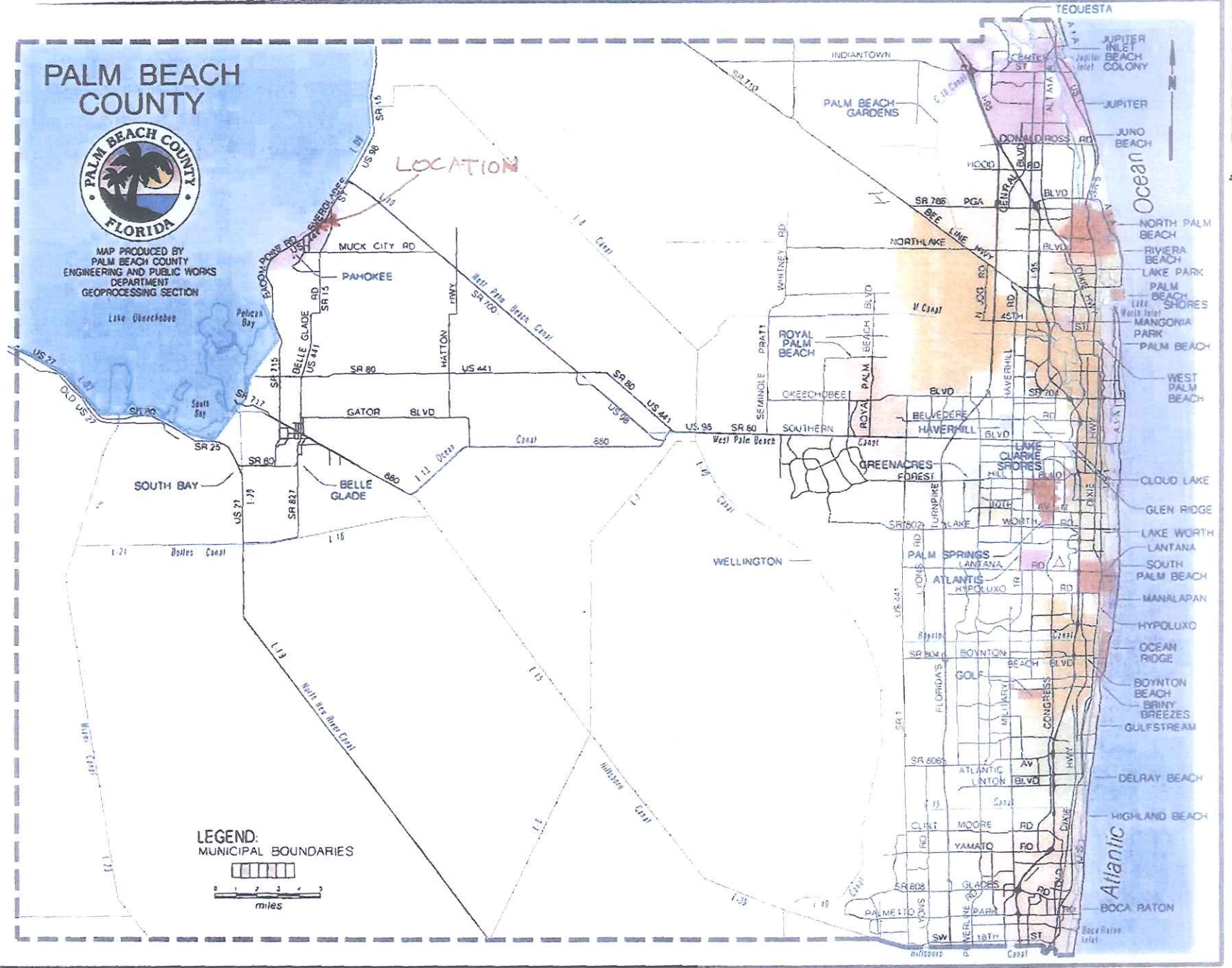
pahokee fl



PALM BEACH COUNTY

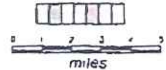


MAP PRODUCED BY
PALM BEACH COUNTY
ENGINEERING AND PUBLIC WORKS
DEPARTMENT
GEOPROCESSING SECTION



LOCATION

LEGEND:
MUNICIPAL BOUNDARIES



ix

135

R36

NO CONTINUING MAP

R37

PP

OO

10

12

7

T42

Lake Okeechobee

LOCATION

NO CONTINUING MAP

11

13

PAHOKEE STATE PARK

LAKESIDE PARK

18

- 1 PAHOKEE CIR
- 2 SEMINOLE CT
- 3 W 5 TER
- 4 AMARYLLIS CT
- 5 J MALONE DR

BACOM POINT RD

15 44

E MAIN ST

F MAIN PL

W MAIN ST

W MAIN ST

W MAIN ST

W MAIN ST

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W MAIN ST

W MAIN ST

W MAIN ST

W MAIN ST

W MAIN ST

W MAIN ST

W MAIN ST

W MAIN ST

W MAIN ST

W MAIN ST

T42

12

24

19

T42

PAHOKEE

HOME PLACE CR
LAKESIDE CR
SW 14 ST
SW 14 TER

SALVATORE LN

WILDER RD

LEMON AV

LOUVE

COUNTY RD

SECTION 20

TRIM CANAL RD

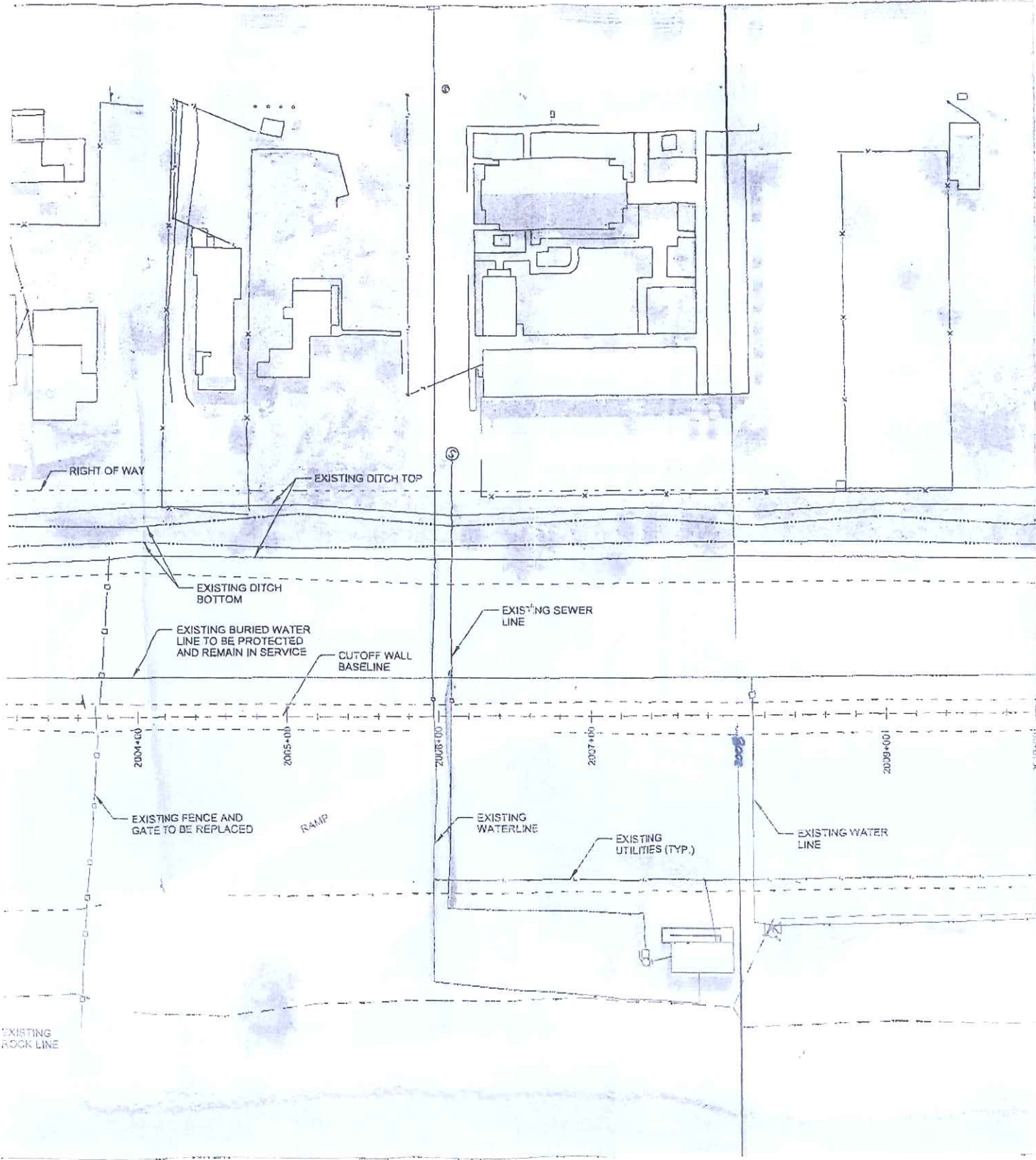
E-ECRR

136

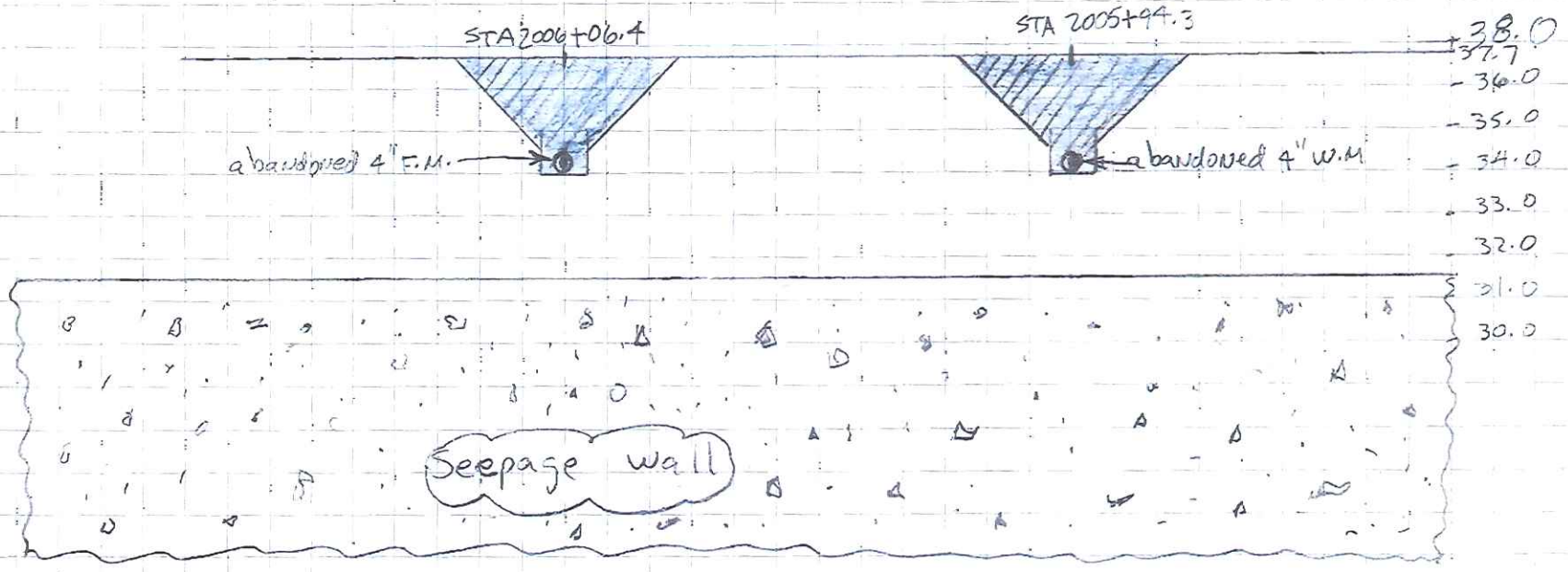
SEE PG 137


EXHIBIT "B"

5 4 3 2 1



STA: 2006



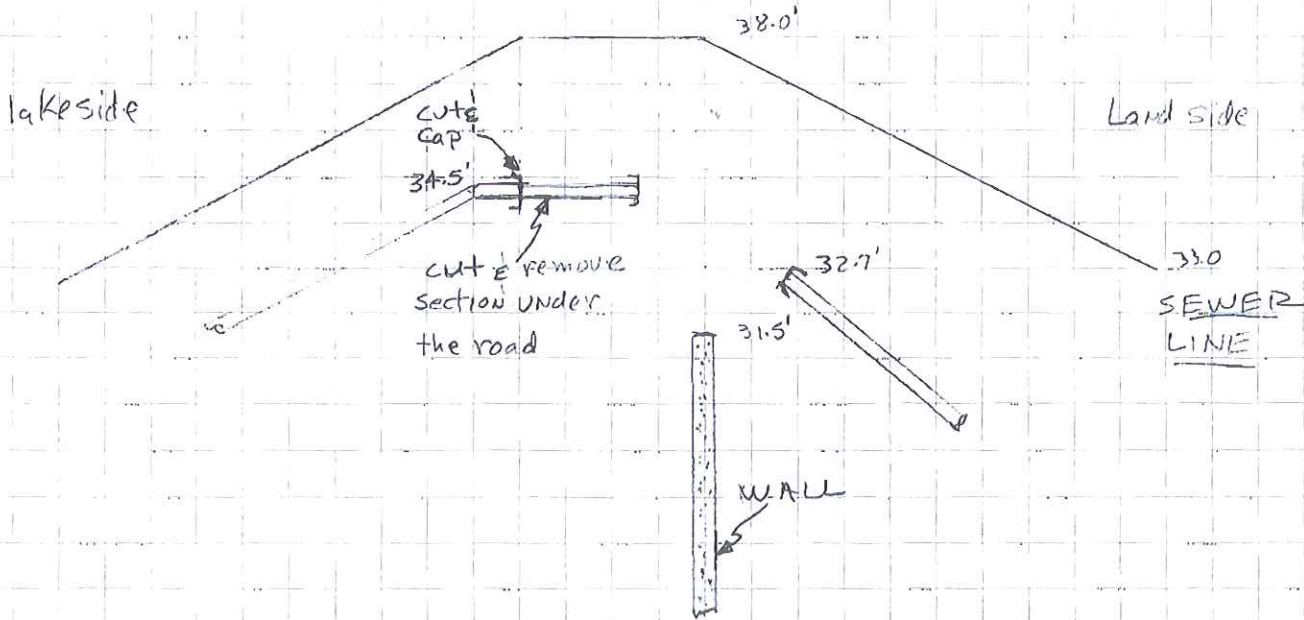
 SECTION TO BE COMPACTED TO FINAL CONDITIONS

ESTIMATED AMOUNT OF MATERIAL TO BE COMPACTED = 14.81 C.Y.

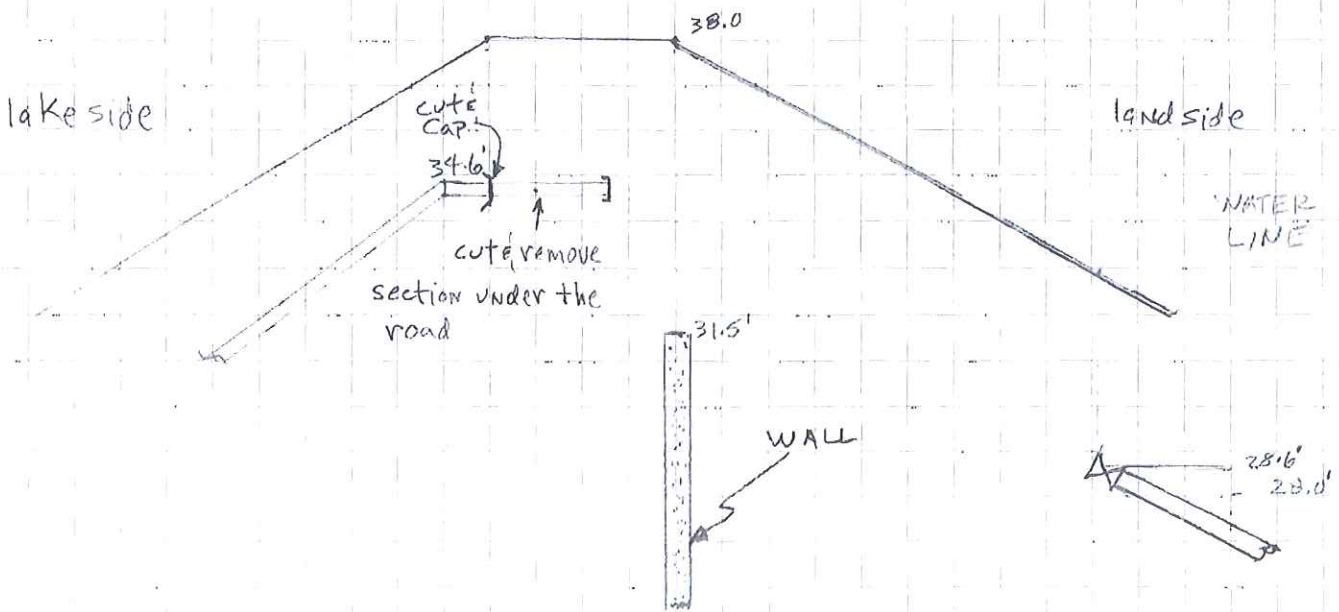
SCALE 1/4" = 1'

STA 2006
(+06.4)

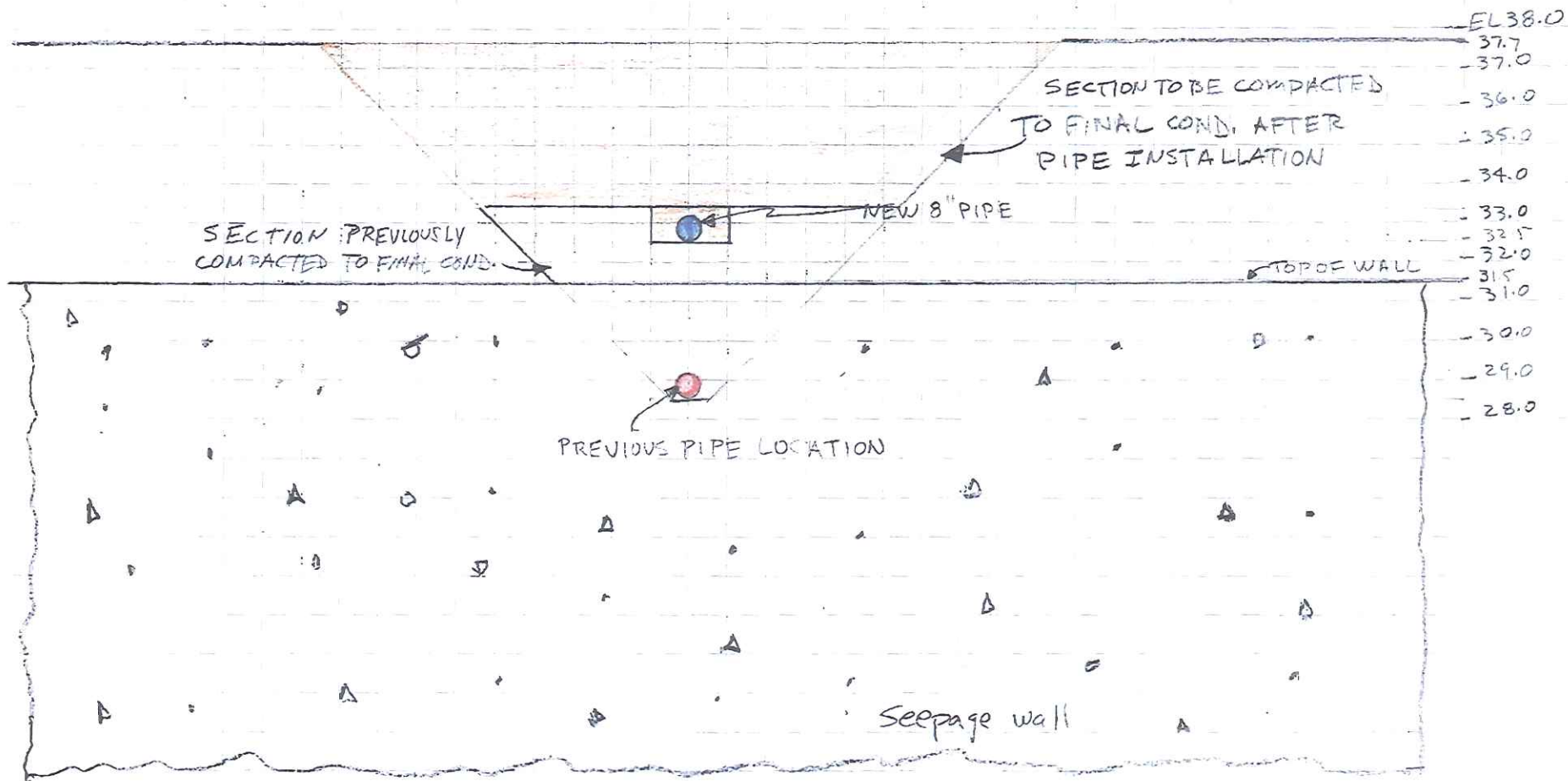
HORIZ. $\frac{1}{4}'' = 4ft.$
VERT. $\frac{1}{4}'' = 1ft.$



STA 2005+94.3



STATION 2008



Estimated amount of material to be compacted = 44.36 c.y.



Get Google Maps on your phone
Text the word "GMAPS" to 466453



W 7th St ©2011 Google - Map data ©2011 Google -

////// PROPOSED EASEMENT


■ 101 SALVATORE LN

EXHIBIT "B"



produced by papagi

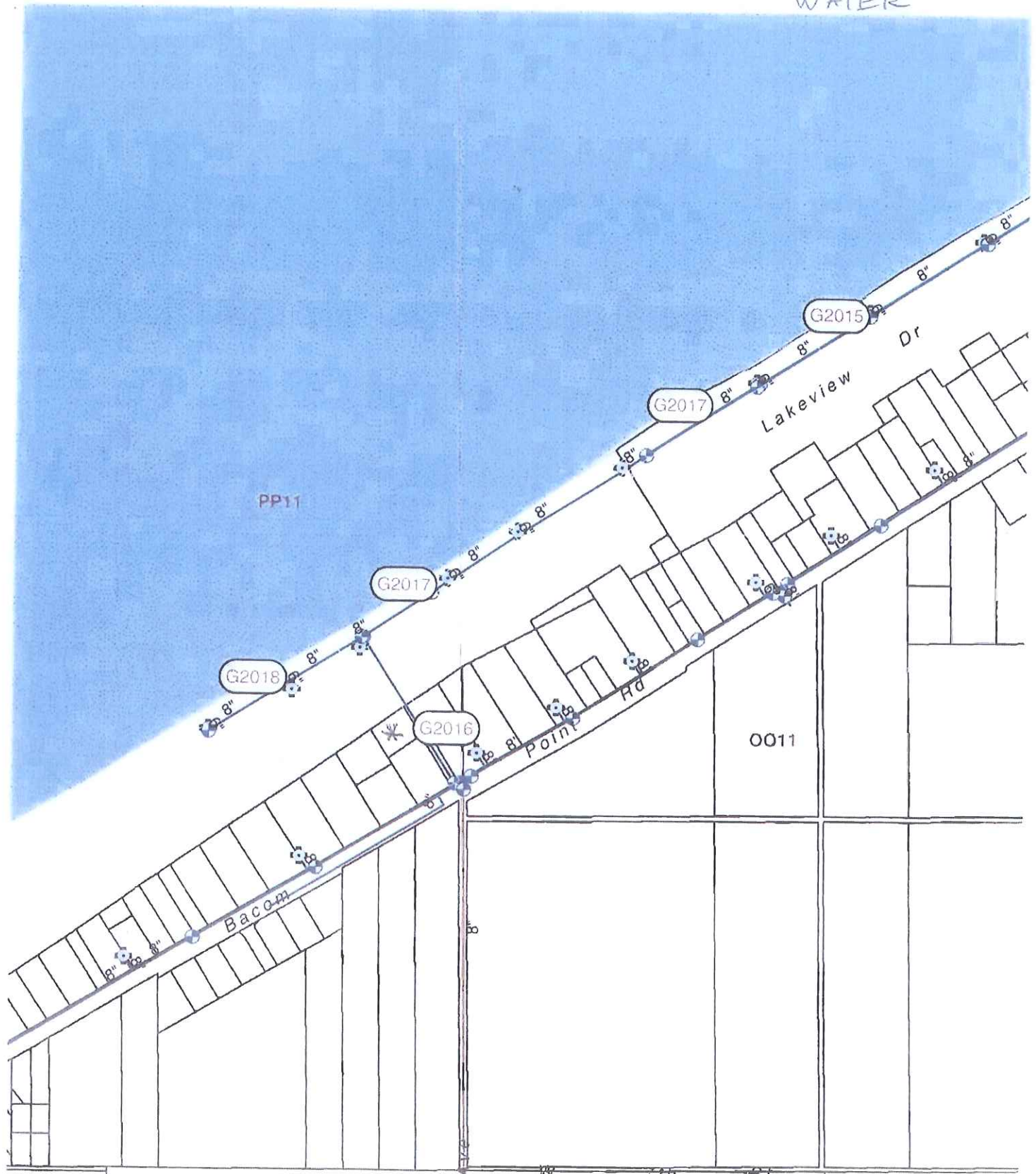
Palm Beach County
Property Appraiser
Gary R Nikolits, CFA



PIPP PIPES CROSSING

EXHIBIT "B"

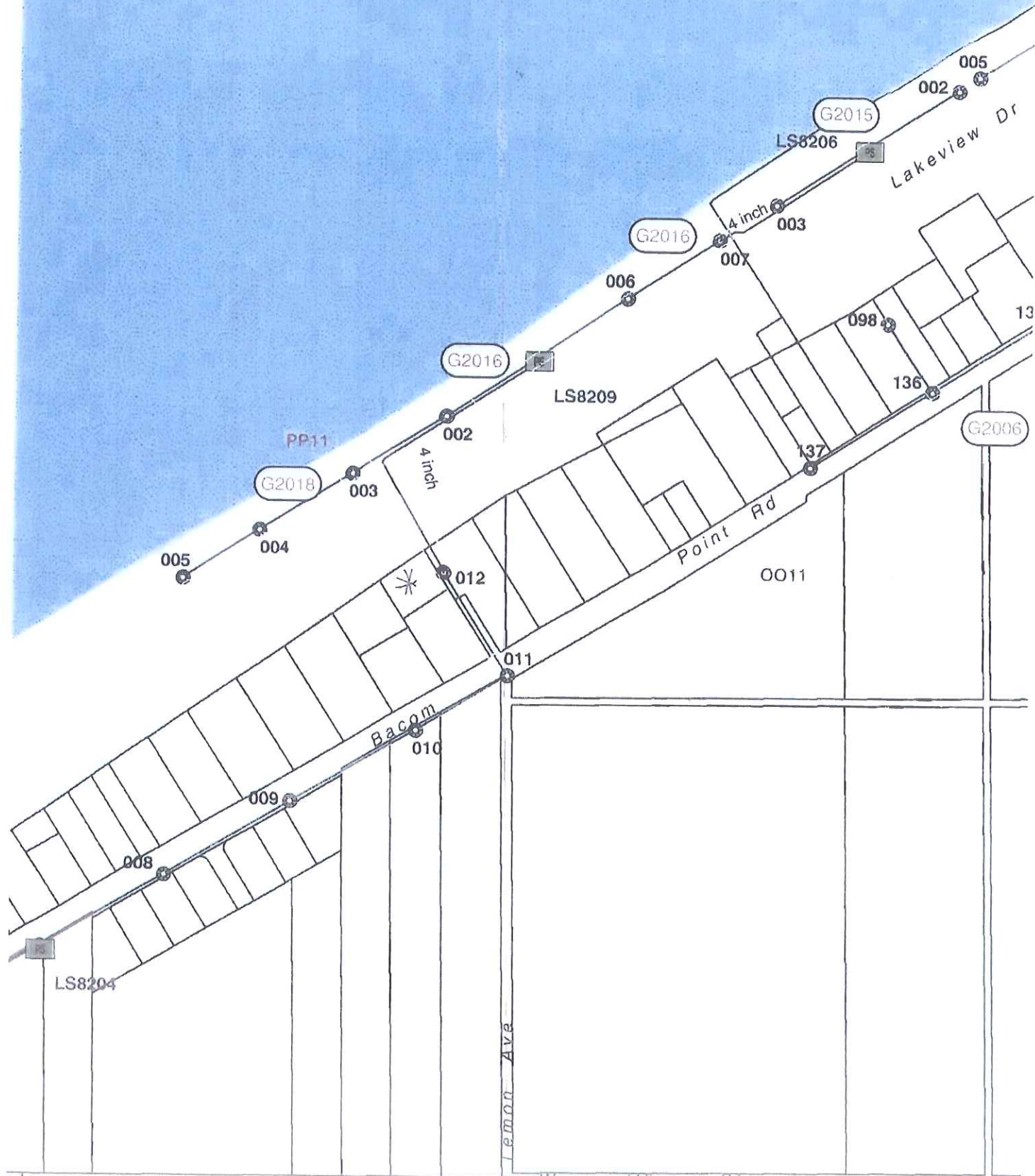
WATER



* address : 101 Salvatore LN, Pahokee FL

EXHIBIT "B"

SEWER



* address 1015 N VATORE LN

0012 EXHIBIT "B"

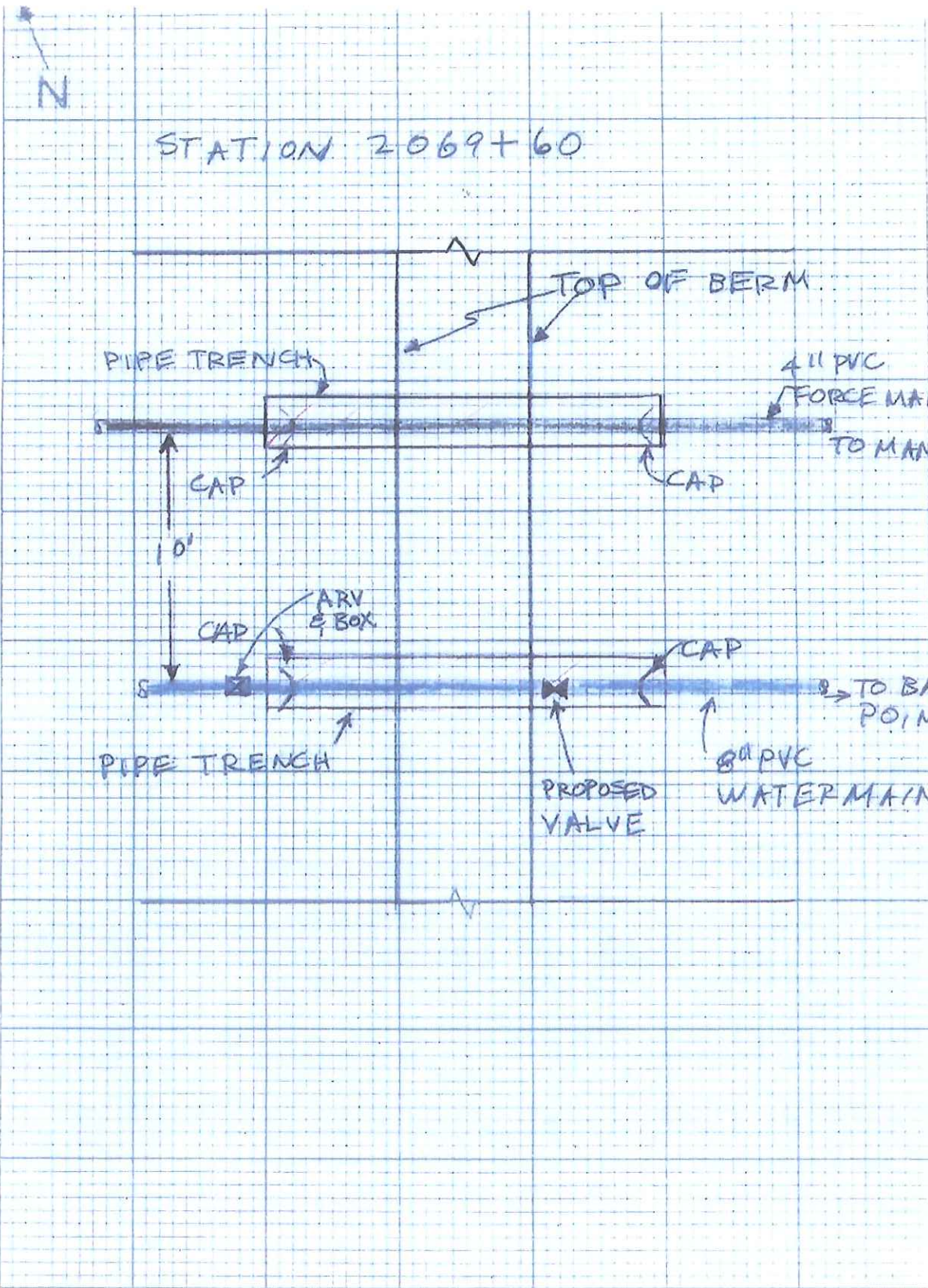


EXHIBIT "B"



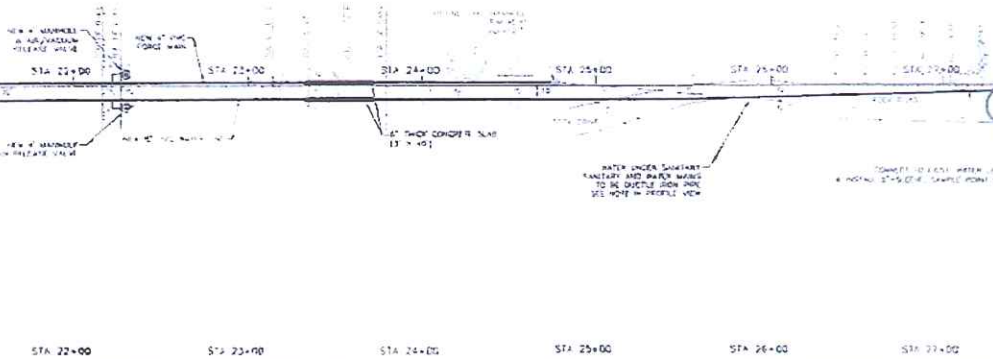
M.A. SCHENK & ASSOCIATES, INC.
CONSULTING ENGINEERS

PAHOKEE CAMPGROUND
EXTENSION OF WATER & SEWER
City of Pahokee
Pahokee, Florida

C-4

MATCH LINE SHEET C-3 STA. 21+40

NOTE: THE NEW 4" FORCE MAIN SHALL BE C-305 SDR-18 1/2" IPS THAT WITH ALL FITTINGS TO BE CERAMIC DUCT (MFG. DUCTILE IRON CO.)

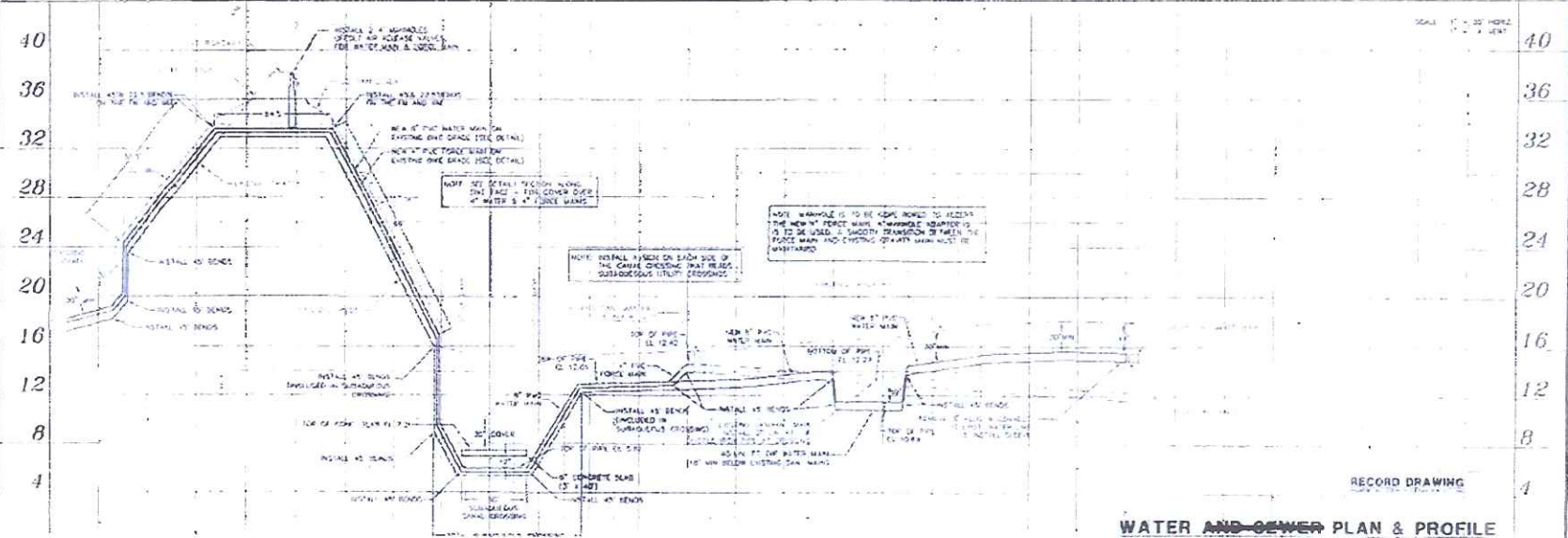


BACON POINT RD.

EXISTING VALVE (LAND SIDE)

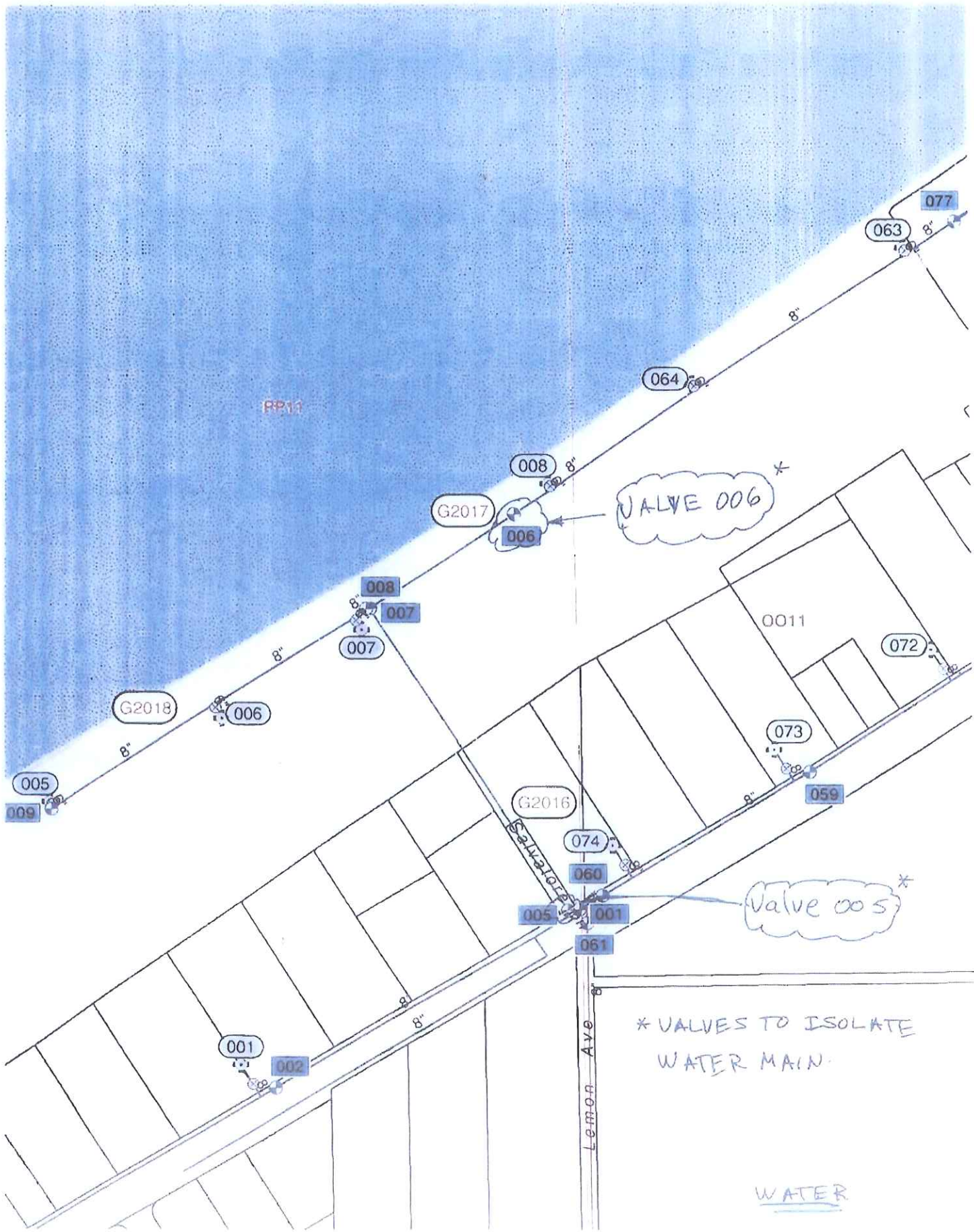
NOTE: CONTACT THE CITY ENGINEER REGARDING THE NEW 4" FORCE MAIN. VERIFY THE LOCATION AND ALL OTHER SIZES. VERIFY THE EXISTING VALVE LOCATION. VERIFY THE EXISTING VALVE IS TO BE USED. VERIFY THE EXISTING VALVE IS TO BE USED. VERIFY THE EXISTING VALVE IS TO BE USED.

STA 22+00 STA 23+00 STA 24+00 STA 25+00 STA 26+00 STA 27+00



RECORD DRAWING

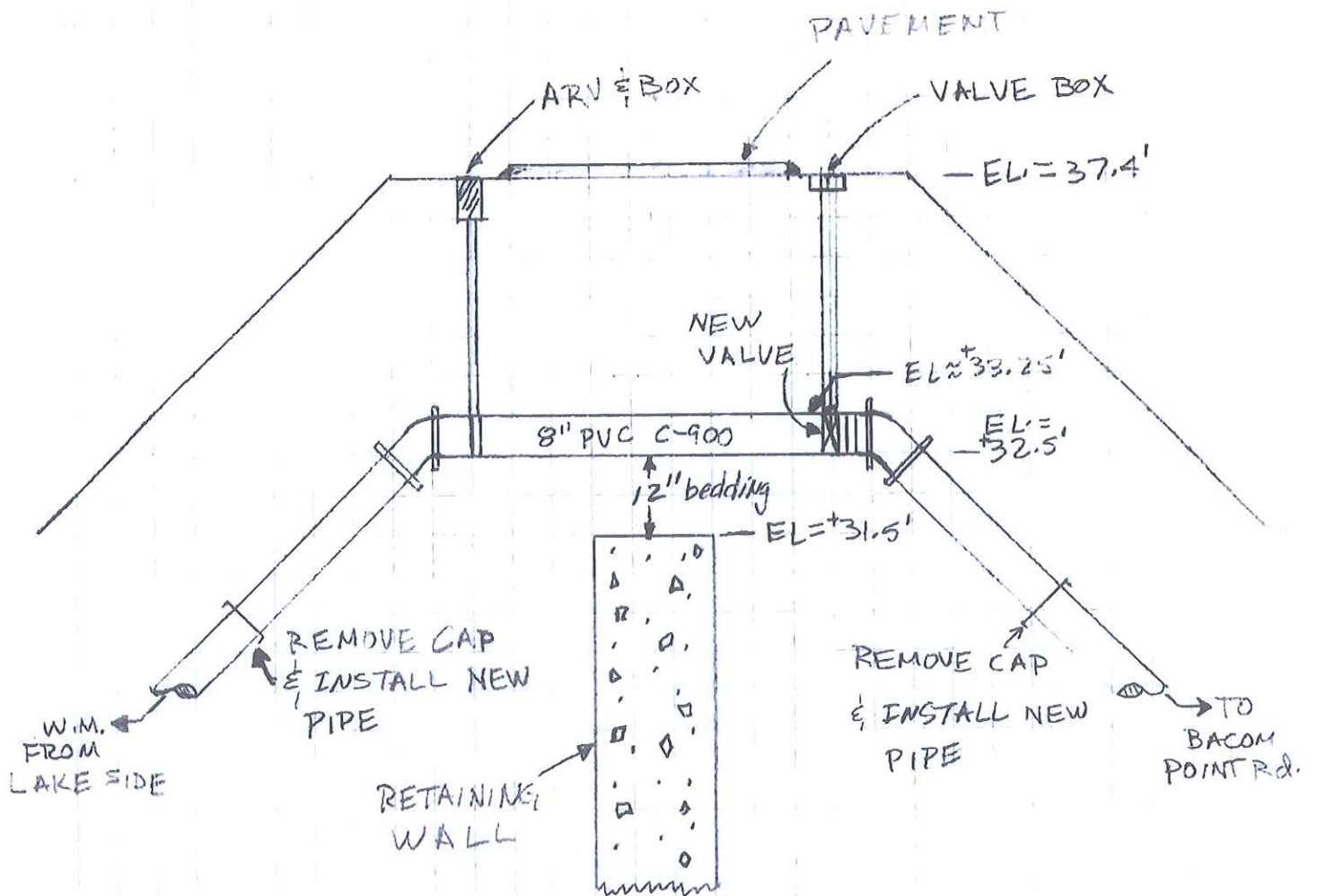
WATER AND SEWER PLAN & PROFILE



* VALVES TO ISOLATE WATER MAIN.

WATER

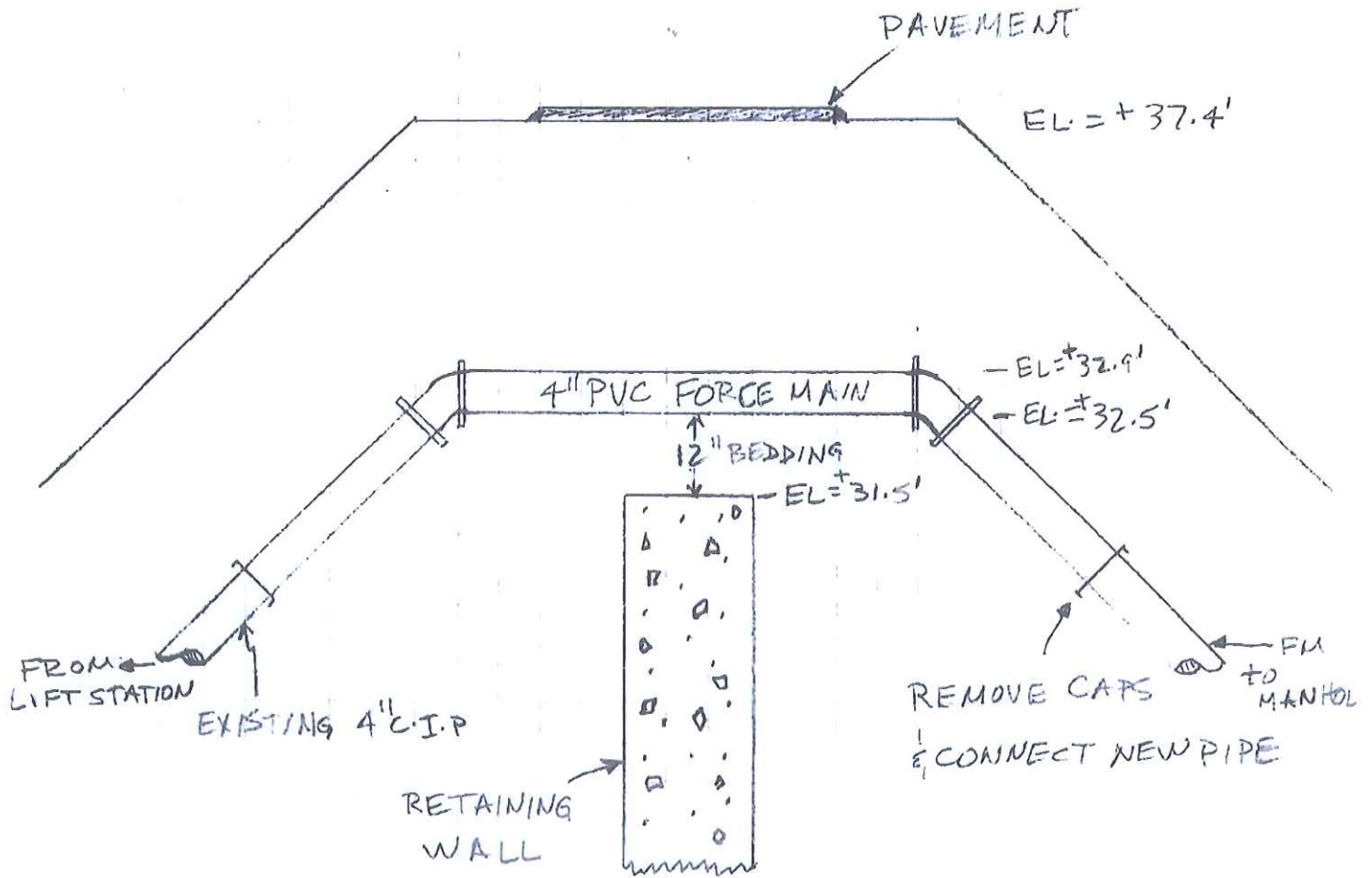
8" WATER MAIN



NOTES:

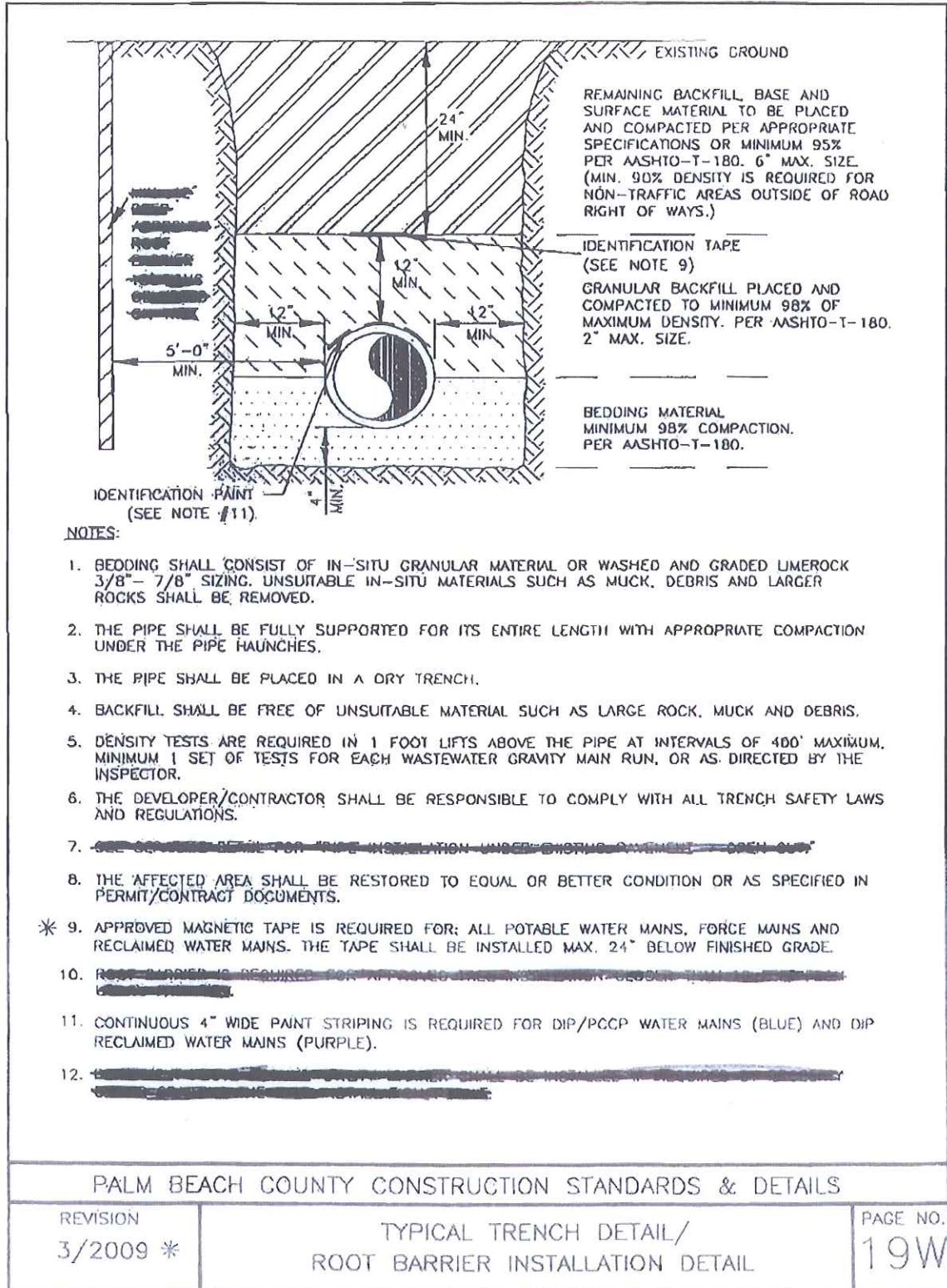
- APPROX. DEPTH COVER = 4.15'
- AMOUNT OF BEDDING MATERIAL: 360 ft³
- ESTIMATED WIDTH OF EXCAVATION: 48"
- ESTIMATED LENGTH OF PIPE ≈ 60ft

4" FORCE MAIN

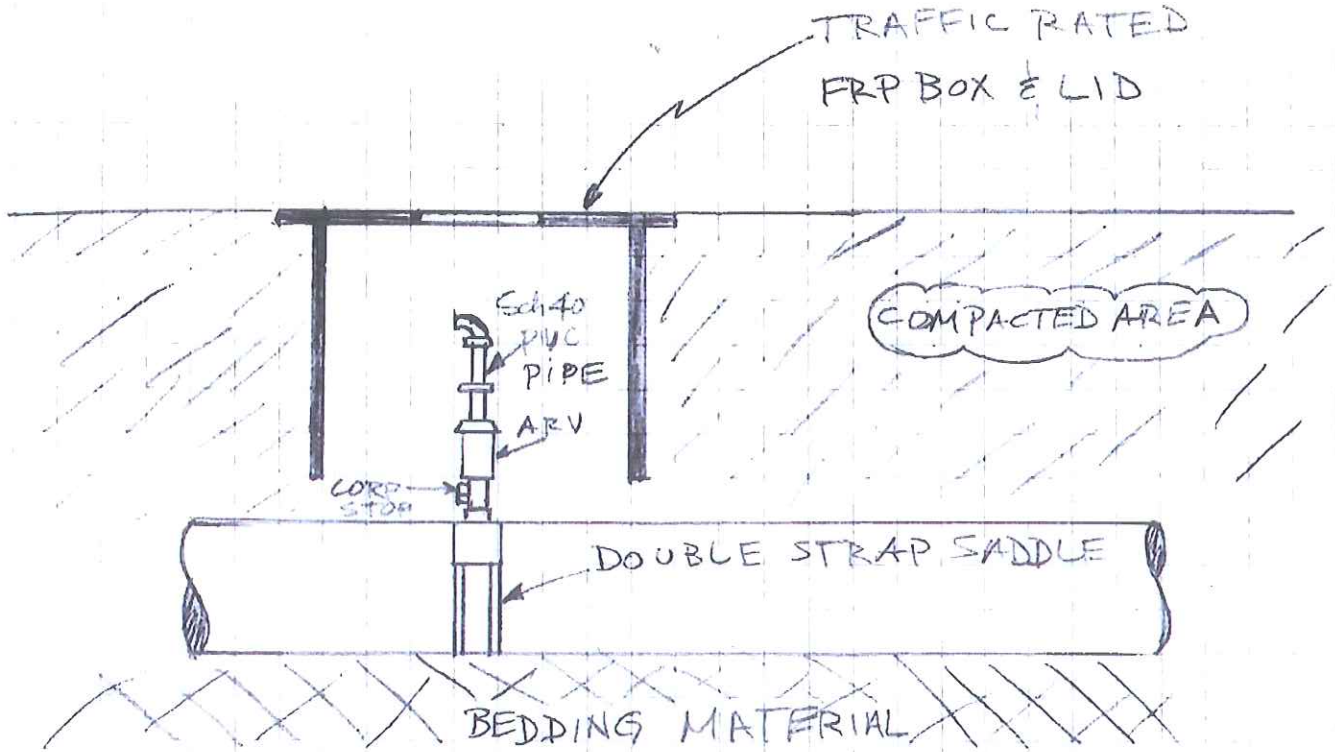


NOTES

- APPROX. DEPTH COVER = 4.1' MIN.
- AMOUNT OF BEDDING MATERIAL: 360ft³
- ESTIMATED WIDTH OF EXCAVATION: 48"
- ESTIMATED LENGTH OF PIPE ≈ 60ft



ARV INSTALLATION



NOTES:

- ① ARV SHALL BE TYPE & SIZE APPROPRIATE FOR INTENDED SERVICE
- ② THREADED AREAS OF CORPORATION STOP SHALL BE SPIRAL WRAPPED WITH TWO WRAPS OF TEFLON TAPE.

WINGERTER LABORATORIES, INC.

Engineering Testing & Inspection Services
 1820 N.E. 144 Street, North Miami, FL 33181
 Telephone (305) 944-3401 Fax (305) 949-8698

REPORT OF AGGREGATE TESTING

CLIENT:	Bergeron Sand, Rock & Gravel Inc.	REPORT NO.:	11
PROJECT:	Shell Rock Approval	ORDER NO.:	10-1124
LOCATION:	WLI Facilities - Test Site	PAGE NO.:	1 of 1

Sample Description: Shell Rock Base FDOT Code B11

Lab # :	1400	Date Sampled:	05/13/10
Sample #:	101901	Sampled By:	BR (Client)
Aggregate Source:	93366	Date Tested:	05/14/10
LIMS SAMPLE #:	10*81118	Tested By:	Stephen Marsh M62078349-000

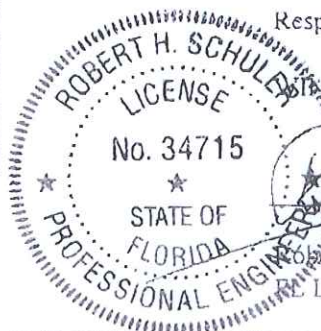
GRADATION / AASHTO T27	
Sieve	% Pass
2"	98.1
1.5"	90.9
1"	85.8
3/4"	84.2
1/2"	76.0
3/8"	70.5
#4	56.3
#8	46.3
#16	37.8
#30	30.2
#50	16.3
#100	7.0
#200	2.3
Pan	

% Pass -200 Sieve AASHTO T011

10.30

Respectfully Submitted,

WINGERTER LABORATORIES, INC.



Robert H. Schuler, P.E., P.G.
 License No. 34715

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EXHIBIT "B"

Aggregate Lab	Coarse Aggregate Gradation Worksheet for Shell Rock Base	T11-T27
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Coarse Aggregate Gradation Worksheet for Shell Rock Base

Sample No.	101901	LIMS No.	81118
Date Sampled	05/13/10	Material Code	B11
Sampled By	BR	Material Type	01
Mine/TM No.	93336	Sample Type	20
Tested By	SCM	Sampled From	01
Date Tested	05/14/10	Process	1

Weight Before Wash	5106.8
Weight After Wash	4590.2
Minus 200 Loss	516.6
Weight in Pan	9.5
Total % of Minus 200	10.30

Gradation 23676.3

Seive No.	Seive Size	Accum. Wt.	% Retained	% Passing
1	2"	447.5	1.9	98.1
2	1.5"	2154.5	9.1	90.9
3	1"	3370.4	14.2	85.8
4	3/4"	3746.3	15.8	84.2
5	1/2"	5678.0	24.0	76.0
6	3/8"	6980.4	29.5	70.5
7	#4	10346.0	43.7	56.3
8	#8	12704.0	53.7	46.3
9	#16	14724.3	62.2	37.8
10	#30	16535.4	69.8	30.2
11	#50	19822.7	83.7	16.3
12	#100	22011.2	93.0	7.0
13	#200	23134.5	97.7	2.3
14	Pan	541.8		
Total Weight				

WINGERTER LABORATORIES, INC.

Engineering Testing Inspection Services
 1820 NE 144th Street, North Miami, FL 33181
 TELEPHONE: 305-944-3401 FACSIMILE: 305-949-8698

SOILS LABORATORY TEST REPORT LIMEROCK BEARING RATIO TEST

CLIENT:	Bergeron Sand, Rock & Aggregate, Inc.	REPORT NO.:	5	page 1 of 6
PROJECT:	Star Pit - Mine #93-366	ORDER NO.:	10-1124	
CONTRACTOR:		PERMIT NO.:		
LOCATION:	12201 US Highway 27, South Bay, FL	P.O. NO.:		

Sampled By: B. Register (Client)	Date Sampled: 05-20-10	Date Tested: 05-27-10	Tested By: Steve Marsh
TIN: R22307870-000			TIN: M52078349-000

Visual Soil Description: FDOT Approval samples for B11 Base - Shell Rock
 Sample Location: Stockpile Sample number 101901 LIMS # 10*81118

LIMEROCK BEARING RATIO (LBR)

Lab No.:	Test Specification	Optimum Moisture (%)	Maximum Dry Density (PCF)	L B R Value	Atterberg Limits
17051	FM-5-515	9.0	124.0	194.00	Non-Plastic

CARBONATE CONTENT

Lab No.:	Test Method:	Carbonate Content (%)	Silica & Insoluble Content (%)
17051	FM-5-514	51.90	58.10

PARTICLE SIZE ANALYSIS

Sieve Size:	3"	2 1/2"	2"	1 1/2"	1"	3/4"	1/2"	3/8"	#4
% Passing	100.00								55.50

Sieve Size:	#10	#20	#40	#60	#80	#140	#200	
% Passing								<input type="radio"/> WASHED <input checked="" type="radio"/> DRY

Remarks:

Using the Unified Soil Classification System, the following terminology and definitions have been applied to determine the percentages of A) GRAVEL, B) SAND C) SILT or CLAY. Results respectfully submitted.

1) COARSE SAND: Passing No. 4 sieve minus that passing the No. 10.
 2) MEDIUM SAND: Passing No. 10 Sieve minus that passing No. 40.
 3) FINE SAND: Passing No. 40 Sieve minus that passing No. 200.
 C) SILT OR CLAY: % of soil passing the No. 200 sieve.

ROBERT H. SCHULER
 LICENSE
 No. 34715
 STATE OF FLORIDA
 PROFESSIONAL ENGINEER

WINGERTER LABORATORIES, INC.
 Robert H. Schuler, P.E., P.G.
 Florida License No. 34715
 6-30-10

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EXHIBIT "B"

WINGERTER LABORATORIES, INC.

Engineering Testing Inspection Services

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SOILS LABORATORY TEST REPORT

LIMEROCK BEARING RATIO TEST

CLIENT: Bergeron Sand, Rock & Aggregate, Inc.

REPORT NO.: 5

page 2 of 6

PROJECT: Star Pit - Mine #93-366

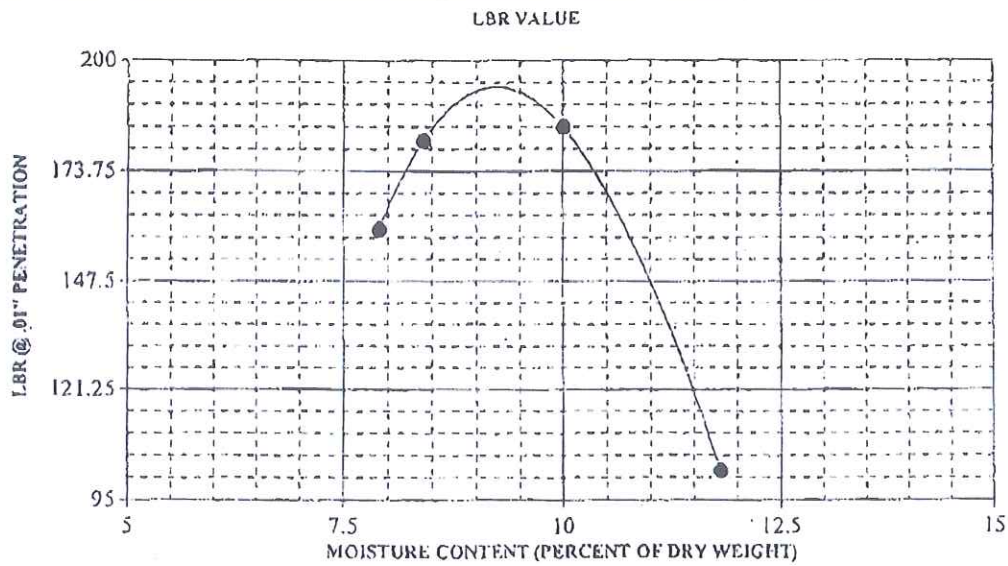
ORDER NO.: 10-1124

CONTRACTOR:

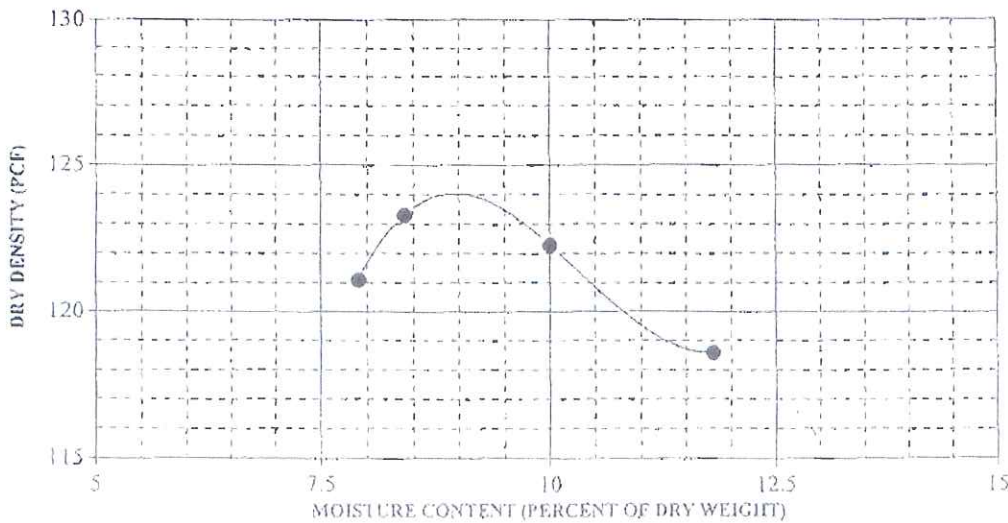
PERMIT NO.:

LOCATION: 12201 US Highway 27, South Bay, FL

P.O. NO.:



MOISTURE DENSITY RELATIONSHIP TEST RESULTS AND GRAPH



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