



**REGULAR TOWN COUNCIL MEETING  
MONDAY, MARCH 5, 2007  
7:30 PM**

**MALABAR COUNCIL CHAMBER  
2725 MALABAR ROAD  
MALABAR, FLORIDA**

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**AGENDA**

CALL TO ORDER, PRAYER AND PLEDGE

ROLL CALL

ADDITIONS/DELETIONS

CONSENT AGENDA:

- (A) COUCIL MINUTES 2/05/07
- (B) COUNCIL/P&Z WORKSHOP MINUTES 2/07/07
- (C) COUNCIL/P&Z WORKSHOP MINUTES 2/26/07

PROCLAMATION:

MONTH OF MARCH IS "IRISH AMERICAN HERITAGE MONTH"

REPORTS:

ATTORNEY  
INTERIM ADMINISTRATOR  
FIRE CHIEF  
PARK BOARD CHAIR  
CLERK

PUBLIC HEARINGS:

1. INTERLOCAL AGREEMENT WITH THE CITY OF PALM BAY FOR BUILDING DEPARTMENT SERVICES

DISCUSSION ITEMS:

1. CONFLICT ASSESSMENT MEETING WITH THE COUNTY MANAGER

ACTION ITEMS:

1. RESOLUTION 05-2007, ACCEPTING WATER LINE IMPROVEMENT FROM THE WEBER WOODS SUBDIVISION
2. RESOLUTION 06-2007, ADOPTING SEWER TECHNICAL PROVISIONS
3. TRAILS & GREENWAYS COMMITTEE REGULATIONS
4. APPOINT ALTERNATE REPRESENTATIVE TO THE SPACE COAST LEAGUE OF CITIES
5. APPOINT REPRESENTATIVE TO THE TECHNICAL ADVISORY COMMITTEE (TAC)
6. REQUEST FOR ADDITIONAL EMPLOYEE FOR THE BUILDING DEPARTMENT
7. REQUEST TO PLACE AD FOR PUBLIC HEARING FOR THE USE OF PUBLIC FUNDING TO BUILD NEW TOWN HALL
8. REQUEST TO SELECT AN ARCHITECT FOR A NEW TOWN HALL

REPORTS: MAYOR, COUNCIL

PUBLIC COMMENTS: GENERAL ITEMS

ADJOURNMENT

If any individual decides to appeal any decision made by this Council with respect to any matter considered at this meeting, a verbatim transcript may be required and the individual may need to insure that a verbatim transcript of the proceeding is made (FS 286.0105). The Town does not provide this service.

In compliance with the Americans with Disabilities Act (ADA) anyone who needs a special accommodation for this meeting should contact the Towns ADA coordinator at 727-7764 at least 48 hours in advance of this meeting.

**MALABAR TOWN COUNCIL REGULAR MEETING  
MARCH 5, 2007                      7:30 PM**

This meeting of the Malabar Town Council was held at Town Hall at 2725 Malabar Road. The meeting was called to order at 7:30 pm by Mayor Eschenberg. The prayer and pledge were led by Council Member Nancy Borton.

<b><u>ROLL CALL:</u></b> MAYOR/CHAIR	TOM ESCHENBERG
COUNCIL MEMBERS:	NANCY BORTON
	BRIAN VAIL
	CHUCK MCCLELLAND
	BOBBI MOCCIA
	PAT DEZMAN
INTERIM ADMIN./ENGINEER:	BILL STEPHENSON
ATTORNEY:	KARL BOHNE
DEPUTY TOWN CLERK:	CINDI KELLEY

**ADDITIONS/DELETIONS:** Additions to the agenda will include the Gentile court case under the Attorney's report and the Conflict Resolution with the County. Dezman-discussion, Saturday's meeting, attorney's meeting,

**CONSENT AGENDA:**

- (A) COUCIL MINUTES 2/05/07
- (B) COUNCIL/P&Z WORKSHOP MINUTES 2/07/07
- (C) COUNCIL/P&Z WORKSHOP MINUTES 2/26/07

**MOTION: Dezman/Moccia to approve minutes as presented.**

Chuck McClelland stated there were a few corrections to be made in the February 5<sup>th</sup> minutes. On the first page, it should read Charles Nash, not Charles Mash. On page four, middle of page where appointing acting administrator, it should read Mayor standing in as acting administrator, not standing is. At the bottom of page four, it should read Nancy Borton is in agreement, not Nancy Boron.

**VOTE: All Ayes with corrections as listed.**

**PROCLAMATION:**

**MONTH OF MARCH IS "IRISH AMERICAN HERITAGE MONTH"**

Mayor Eschenberg read the proclamation to the audience. He then presented it to Bill Maroney and Patrick Reilly.

**REPORTS:**

**ATTORNEY**

Mr. Bohne reported that his report will be two-fold with regard to the Gentile case. A hearing before Judge Erp; who is now the judge assigned to this case, was attended on February 19<sup>th</sup>. This hearing was held for failure to respond to certain discovery that the Town has asked for. They have been given twenty days to respond. Failure to respond within the twenty days will result in a motion for contempt of court to be filed. Additional sanctions will be imposed, with the ultimate being a default against Mr. Gentile. This is the most drastic sanction and the courts tend to not impose this until there are several violations of court orders. Some of the sanctions that Mr. Bohne feels will be imposed are attorneys fees will be awarded, possibly a fine being imposed against Mr. Gentile, all of which will be in favor of the Town. Secondly, at the hearing, we received an order of trial. It is scheduled for a five week docket; commencing July 16<sup>th</sup>. At any time during that five-week period, we could be called to trial. When he attended the hearing, Mr. Gentile's attorney was not present. Both Mr. Bohne and the court have sent pleadings and letters to the other attorney; nothing has been sent back so he/she must be getting it. We have received no response at all. Mr. Gentile is responsible for his agent's action; the liability will be taken back to Mr. Gentile.

Mrs. Dezman stated that there are complaints coming in again. He was taken to the Special Master. The horses are not to be left up in the front of the property due to the odor; the lights are on at full blast.

Mrs. Dezman is asking if Council would like her to continue as the representative in this matter. Mrs. Borton asked when someone is taken before the Special Master, does the person in violation react. The question was raised to Mr. Bohne if he had been involved in any of these proceedings. Mr. Bohne stated that he was only involved in the tree situation and he feels that this is somewhat taken care of. Mr. Bohne will not say whether it is completely finished. Mr. Bohne advised Council that if there are repeat violations and he was ordered to comply, Mr. Gentile can be taken straight to the Special Master without notification and posting the property. With this dragging on for so long, it may be time for him to step in at Council's direction. If it is a new violation, we need to take the proper steps before going to the Special Master. Mrs. Moccia stated this has been going on for years now and it needs to go away. Mr. Bohne stated he would get with Mr. Stephenson and get things moving. We need to see what the repeat violations are and get the light meter and do the readings for the lighting violation. Mrs. Borton is also asking to push to get this matter taken care of and be done with it.

#### **INTERIM ADMINISTRATOR**

Mr. Stephenson reported that staff has been very helpful and patient with him. He has reviewed the budget and contracts that the Town has; we are on track. He has recommended that Council authorize a draft utility agreement for US 1; to make sure there are no misunderstandings or dropped balls. Mr. Bohne will get a generic development agreement and Mr. Stephenson will fill in the figures.

At this time, Mr. Bohne stated he did forget to bring up Mr. Stephenson's contract. It will be provided to Council at the next meeting for their review.

Mr. Stephenson was given a list of things to do; some of the issues have been on-going. Former Mayor Durand asked that the culvert on Hall and Corey Roads be addressed; it has fallen in twice. Mr. Stephenson advised that this was a concrete pipe, there may be a problem with the road. Mr. Vail stated that just south of Corey Road on the east side of the road there is a problem there as well.

Mayor Eschenberg asked if Mr. Booth had left a status report for Code Enforcement. This was asked of him at his last meeting. Mr. Stephenson stated he did not receive any information regarding this matter. He will get with Ms. Futch. With just riding through the town, he has noticed some issues that need to be addressed. We haven't had any call within the last week and a half.

#### **FIRE CHIEF**

In the absence of Chief Gianantonio, Battalion Chief Dan Welton spoke on behalf of the Fire Department. The overall status is that the department is starting to stand on its own; we can handle the large incidents. There is a sense of pride that is starting to show. The training program is outstanding. Captain Loraine is putting in a lot of time regarding the training. A new website has been set up for the Fire Department. The site address is [www.malabarfiredepartment.org](http://www.malabarfiredepartment.org). Mrs. Dezman asked if it was linked to the Town's site. It has not been as of yet; the kinks were being worked out of it.

The number of incidents are way up. When this report was put together, the total number was 70; they have now reached 92 incidents. The Fire Department is well within their budget; spending 26% to date. They have been accepted for a grant for radios; \$70,000, the Town's portion will be \$3500 at a 5% match. Mr. McClelland asked if there would be an increase in the budget for each radio. There is also a major upgrade to the paging system on the inside with strobe lights. The Fire Department made a request to Council for these funds.

All units are now in service, including Brush 99 which is the new truck. Palm Bay will be signing a contract with Pride Enterprises. They were dually interested in what the Town purchased. Mr. Rowan, former Chief is working on a State Firefighter Retirement package, with no cost to the Town.

The Fire Department is also looking into some alternative water sources. This will benefit the residents with their insurance costs. We are looking into dry hydrants and artesian wells. There are a lot of stipulations for hydrants. Mayor Eschenberg asked if the cause of the fire for the house that burned down was ever found. Deputy Chief Foley stated that Fire Marshal Abernathy has not finished the investigation yet. He will get with him and find out what is happening with this. We should have an answer by the next Council meeting. The cause would be provided to Council. We are also doing some alternative water sources now, benefit to the residents, insurance will go down. Dry hydrant, a part of the pond application? A lot of stipulations for hydrants.

Mayor-structure fire, cause ever found? Dave Abernathy has not finished with this yet, this week should have an answer, but definitely by the next meeting.

The Fire Department is also looking into a broker to collect fees from insurance companies for services rendered by the department such as extrications, etc. All fees would come back to the general fund. There will be no fees or obligation to the Town. Deputy Foley asked that Council read the information provided. He would like to have a representative from the company come and address Council on this issue.

**MOTION: Vail/Dezman to approve the line item adjustment for \$4,000.00. VOTE: All Ayes.**

#### **PARK BOARD CHAIR**

At this time, Mr. Kemmler was not present. Mr. Wilbur came forward and addressed Council. He advised them that they are in the process of putting together a grant for restrooms for the Trails & Greenways. The deadline for the grant application is March 15<sup>th</sup>, so they have been working on this diligently. Mr. Wilbur asked that Murray Hann come forward and address Council.

Murray Hann-1365 Corey Road, came forward and addressed Council. He gave a brief overview of the application. A lot of the work has already been completed. They need to know what type of grant Council would like them to apply for; 50/50, 60/40 or 80/20. It is recommended by Mrs. Hann, who is employed with the City of Palm Bay that the Town goes for a 60/40 grant. He informed Council that they will need authorization in the form of a resolution showing the support of this grant. This resolution would have to be taken care of at this evening's meeting due to the time crunch.

Mayor Eschenberg stated a couple of hurdles stand in the way. The next meeting is not until the 19<sup>th</sup> and a resolution needs to be reviewed and approved by the attorney. The Council also needs to make a decision to spend the \$16,000 and where it would come from. Mrs. Kabana advised Council that these funds could come from fund 110, the impact fees received by the developers; which has \$70,000 in it at this time. This is exactly what these funds are for. As the meeting progresses, she will type up the resolution and have the attorney review it. This could be the last action item before Council.

Mr. Stephenson stated that the funds don't all have to come from cash outlay. We could have donations made by contractors and such for in-kind services; make the commitment and get it done. He recommends the 60/40 grant as well. The grant application is strong enough to be supported.

This will come before Council this evening as Action Item 10 as a resolution for approval of this grant application. A special meeting will also have to be held for the public. This will get an additional fifteen points for the application process. Mr. Korn stated that a meeting has been set for Tuesday, March 6<sup>th</sup>. The single purpose of this meeting to advise the public of this grant application; we need to have proof of the public meeting as part of the grant application.

#### **CLERK**

Ms. Kelley advised Council of the Space Coast League dinner on Monday, March 12<sup>th</sup> at the Cocoa Civic Center.

Ms. Kelley advised Council that Springfest has been moved out to Saturday, May 5, 2007 due to the Easter holiday and some safety issues that must be addressed by the Fire Marshal.

**PUBLIC HEARINGS:**

**1. INTERLOCAL AGREEMENT WITH THE CITY OF PALM BAY FOR BUILDING DEPARTMENT SERVICES**

Mayor Eschenberg asked that Mr. Bohne explain the reason for this public hearing. Mr. Bohne gave a brief overview of this agreement; the scope of the services were changed. It is also required by law to have a public hearing. Mr. Bohne and Mr. Stephenson have both reviewed the agreement. Mayor Eschenberg opened the public hearing to the public. There being no comments, it was brought back to Council.

**MOTION: McClelland/Vail to approve as presented.**

Mr. Vail asked if we can opt out at any time. The answer was yes.

**VOTE: All Ayes.**

**DISCUSSION ITEMS:**

**1. CONFLICT ASSESSMENT MEETING WITH THE COUNTY MANAGER**

Mayor added this to the agenda and made his comments regarding the matter. The County has started dispute resolution proceedings. There are steps that must be followed in order to go to court if it ever gets this far. Step one has already been done, which is the proper notification by certified mail. Step two is a meeting between Malabar and the County Manager. We did this in 2005; previously it was Mr. Bohne, Mr. Booth and Mayor Eschenberg; nothing came out of that meeting. His position on this is that nothing will come out of a new meeting either simply because anyone that gets sent to the County cannot make any deal. The only people that can make any agreement are the five members of Council. His recommendation is that Council send Mayor Eschenberg up to meet with the County Manager and not pay for extra people to go up there. He will advise of where the Town is and what we are doing and they can check off this step. Nothing will be happening until after the 10<sup>th</sup> of March anyway. Mr. Bohne stated his only hope is to receive legal support for the County suing Malabar. It's been two years and he still has received nothing. He is hoping for a memo to be given to the Mayor at the meeting. Mayor Eschenberg stated he will bring this up. Mr. Bohne stated we should do the right thing, whatever that may be. Mr. Vail stated a lot of this is contingent upon the meeting on March 10<sup>th</sup>. We should at least participate in the negotiations; however Council wants to do it.

Mrs. Dezman stated that when setting the meeting for March 10<sup>th</sup> there was nothing on her calendar. She has a family commitment that cannot be missed. She has asked, via Bill Stephenson, that this meeting be video taped. She has also spoken to Mrs. Kabana regarding this as well. Mrs. Dezman needs to watch and get a first-hand feeling of the meeting. She is asking to have two copies made; one for her to view and the other for the Town to have.

**ACTION ITEMS:**

**1. RESOLUTION 05-2007, ACCEPTING WATER LINE IMPROVEMENT FROM THE WEBER WOODS SUBDIVISION**

**RESOLUTION NO. 05-2007**

**A RESOLUTION OF THE TOWN OF MALABAR, BREVARD COUNTY, FLORIDA, ACCEPTING THE PUBLIC IMPROVEMENTS CONSTRUCTED TO PROVIDE SERVICE TO THE SUBDIVISION OF WEBER WOODS AND PROVIDING FOR CONFLICT AND PROVIDING AN EFFECTIVE DATE.**

Without objection, Mayor Eschenberg read Resolution 05-2007 by title only.

**MOTION: Vail/McClelland to approve Resolution 05-2007 as presented.**

Bill Stephenson gave a brief overview of the resolution and he recommends Council approve this.

**The Roll was Called: Borton, Vail, McClelland, Moccia and Dezman, All Ayes.**

## 2. RESOLUTION 06-2007, ADOPTING SEWER TECHNICAL PROVISIONS RESOLUTION 06-2007

A RESOLUTION OF THE TOWN OF MALABAR, BREVARD COUNTY, FLORIDA, ADOPTING THE TOWN OF MALABAR TECHNICAL PROVISIONS FOR CONSTRUCTION OF WASTEWATER COLLECTION SYSTEMS, SEWAGE FORCE MAINS AND PUMP STATIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Without objection, Mayor Eschenberg read Resolution 06-2007 by title only.

**MOTION: Vail/McClelland to approve Resolution 06-2007 as presented.**

Bill Stephenson gave a brief overview of the resolution and he recommends Council approve this.

**The Roll was Called: Borton, Vail, McClelland, Moccia and Dezman, All Ayes.**

## 3. TRAILS & GREENWAYS COMMITTEE REGULATIONS

Mr. Vail requested that we draft something that would elevate any problems like we have had in the past. Can people serving on other boards be on this committee? Mr. Bohne stated as long as they are truly a fact-finding committee, it would not be a problem. If they go from fact-finding to narrowing information down, it becomes a problem and you cannot cross over on boards. Mr. Wilbur addressed Council. What the Park Board would like to do is create a committee. They need to be a hands-on and able to go out into the field. Mr. Vail stated that the Park Board does not want this committee under them; they want the direction to come from Council to the committee. Mrs. Dezman stated Council needs to look at the possibility of re-naming the Park Board. Mr. Wilbur stated Council needs to identify what we would like to have tied into the trails and find the sources to make it happen. A committee is needed to do the leg-work. A facilitator would be needed as well to gather the people together for getting the work done. This committee could meet once a month or bi-monthly. This group would make an effort to make the trail system better and they would report directly to Council. The person that comes to mind is Richard Cameron. Mr. Wilbur stated he has been doing trails and greenways longer than anyone.

**MOTION: McClelland/Vail approved the creation of this committee.**

Mr. Wilbur stated it needs to be a committee who can do the leg work.

**MOTION AMENDED: McClelland/Vail to have Mr. Bohne create the rules and regulations for this committee.**

Bill Stephenson stated that these groups tend to be narrowly focused. They don't look out for Malabar's interest; there is a need to be directed toward Malabar's community and the surrounding communities. Mr. Wilbur stated that the trails and greenways have to deal with transportation; the connectivity and walkability of the trails.

**VOTE: All Ayes.**

## 4. APPOINT ALTERNATE REPRESENTATIVE TO THE SPACE COAST LEAGUE OF CITIES

Mayor Eschenberg advised Council that Ed Booth was the alternate for this. Mr. Vail asked who is available. Mrs. Borton stated she is.

**MOTION: Dezman/Vail to appoint Nancy Borton as alternate. VOTE: All Ayes.**

## 5. APPOINT REPRESENTATIVE TO THE TECHNICAL ADVISORY COMMITTEE (TAC)

Mr. Stephenson advised Council that the MPO has a five year plan; until they start changing, what are you going to do. Mrs. Kabana stated that Mr. Booth considered these meetings important and attended them. The question was asked of who would attend the meetings. Mayor Eschenberg stated he would attend them until the new Town Administrator is in place. He will attend the March 12<sup>th</sup> meeting at 10 am.

**MOTION: Dezman/Vail to appoint Mayor Eschenberg as the interim TAC Representative until the new Town Administrator is in place. VOTE: All Ayes.**

**6. REQUEST FOR ADDITIONAL EMPLOYEE FOR THE BUILDING DEPARTMENT**

It has been stated that there is no funds in the budget for an additional person in the Building Department.

**MOTION: Dezman/McClelland to table this item. VOTE: All Ayes.**

**7. REQUEST TO PLACE AD FOR PUBLIC HEARING FOR THE USE OF PUBLIC FUNDING TO BUILD NEW TOWN HALL**

Mrs. Kabana advised Council that this is for the Rural Development grant funds. We must have a public hearing.

**MOTION: Dezman/McClelland approved placing the ad for the public hearing. VOTE: All Ayes.**

**8. REQUEST TO SELECT AN ARCHITECT FOR A NEW TOWN HALL**

Mr. Stephenson advised Council that he has drafted a request for proposals and he also provided a draft of an RFP for Council to review and make changes to. Mr. Stephenson asked Mr. Bohne to give a brief overview of the CNNA. Mr. Bohne stated that this requires municipalities to go for competitive bids; there is a process that must be followed. Our charter states that any work in excess of \$10,000 must go for bids.

**MOTION: McClelland/Moccia to go forward with the process of selection of architect for new town hall.**

**VOTE: All Ayes.**

Mr. Stephenson advised Council that a deadline date is required; the bids should be accepted up to 2:00 pm thirty days from the advertised date. We will also need to have a committee to review the proposals and have them narrowed down to some manageable group. Mayor Eschenberg stated this should be a group of three people. This is to be an action item for March 19<sup>th</sup>.

**9. RESOLUTION 07-2007, PARTICIPATION IN CONFLICT RESOLUTION WITH THE COUNTY  
RESOLUTION 07-2007**

**A RESOLUTION OF THE TOWN OF MALABAR, BREVARD COUNTY, FLORIDA; RELATING TO PARTICIPATION IN THE CONFLICT RESOLUTION PROCEDURES INITIATED BY BREVARD COUNTY; PROVIDING FOR REPEAL; AND PROVIDING FOR AN EFFECTIVE.**

Without objection, Mayor Eschenberg read Resolution 07-2007 by title only.

**MOTION: Vail/Borton to approve as presented.**

**The Roll was Called: Borton, Vail, McClelland, Moccia and Dezman, All Ayes.**

**10. RESOLUTION 08-2007, TRAILS AND GREENWAYS GRANT  
RESOLUTION NO. 08-2007**

**A RESOLUTION OF THE TOWN OF MALABAR, BREVARD COUNTY, FLORIDA, AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE RECREATIONAL TRAILS PROGRAM/OFFICE OF GREENWAYS AND TRAILS ADMINISTERED BY THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR DEVELOPMENT OF A RESTROOM AND ADA COMPATIBLE TRAIL AT THE MALABAR SANDHILL TRAILHEAD FACILITY; AUTHORIZING AN AMENDMENT TO THE CAPITAL IMPROVEMENT PROGRAM (CIP); PROVIDING FOR AN EFFECTIVE DATE.**

Without objection, Mayor Eschenberg read Resolution 08-2007 by title only.

**MOTION: Dezman/Moccia to approve Resolution 08-2007 as presented.**

**The Roll was Called: Borton, Vail, McClelland, Moccia and Dezman, All Ayes.**

**REPORTS: MAYOR, COUNCIL**

**Moccia**-received a \$3,200 grant for her school

**Dezman**-the Town of Malabar paperwork is overtaking her home. She is asking for a file cabinet that locks in Town Hall.

**McClelland**-nothing at this time.

**Vail**-the contract for the fire department has been reviewed by Mr. Stephenson, Mr. Bohne and the Mayor. It's in for review by the Fire Chief. Mr. McClelland stated it should go to the Corporation. Mayor Eschenberg stated that Chief Gianantonio will review it and then pass it to Brian Vail for a meeting with the Fire Department and the Corporation.

**Borton**-gave her time to Mrs. Kabana. Susan Kabana informed the Council that right now we are cautiously optimistic regarding the proposed town hall site. This process may take some time and there is a lot of work to be done. As far as the funds to build the new town hall with there is new grant money allotted for certain areas for the building of new town halls. Mrs. Kabana notes that the Council will have to spend money on an architect, who will have to work on the grant application, but if we get the grant it will all be worth it. She will keep Council posted.

**Mayor**-he received a phone call by the President & Chief Operating Officer from Palm Bay Community Hospital. They informed him of the plans that are in the making for the facility. Mayor Eschenberg will have them come to the next meeting to make a presentation to Council.


Mayor Eschenberg stated that Mr. Needleman had his meeting here last week. He raved about Mrs. Kabana and we, the Town, should never let her get away. The Mayor will be in Tallahassee for a meeting on March 28<sup>th</sup>; he was advised by Mr. Needleman to call ahead and he would set up a meeting with DEP.

#### **PUBLIC COMMENTS: GENERAL ITEMS**

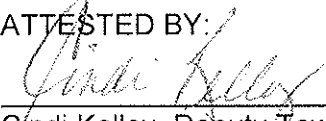
Bob Wilbur of Glatter Road came forward and addressed Council. Malabar was to get an Environmental Learning Center when the EELs got the Scrub Sanctuary. This would be a real good opportunity to design what we want for a learning center. Maybe we could take a trip to Enchanted Forest or to the one on the beach and see what was built over there, what money was spent and what it is being used as, and what it could double as. It was frustrating to him being on the Site Selection Committee and not having architectural drawings or any criteria of what we are to be building size wise. We didn't know what size site we would need once it's built. With the architect coming on board and being able to build what we want, it could possibly double as a community center. We should have an idea of what an environmental learning center is. We were charged with combining the municipal offices with a community center and a shelter within the structure we were visioning. With the learning center there, he doesn't see why we can't have it all. He would like to see it all go together wherever it goes. Mrs. Kabana added to his comments. Council had made the decision to go for the site next to the park. She had advised Angela with Rural Development that this is the site that we are working towards and this is the site we are going forward with. Hopefully this will give the grant more strength.

#### **ADJOURNMENT**

There being no additional discussion, **MOTION: Dezman/Vail to adjourn this meeting. VOTE: All Ayes.** This meeting adjourned at 9:50 pm.

By:   
Mayor Thomas Eschenberg, Chair

ATTESTED BY:

  
Cindi Kelley, Deputy Town Clerk

DATE: 4/2/07



Official  
**Proclamation**

Town of Malabar,  
Florida

WHEREAS, the Ancient Order of Hibernians is a national organization established in the United States of America in 1836 to provide friendship, unity and Christian charity among its members and to enhance Irish American heritage; and

WHEREAS, by 1776, nearly 300,000 natives of Ireland had emigrated to colonies that would become the United States; and

WHEREAS, following victory at Yorktown over the English, a French Major General reported that the Congress owed its existence, and America possibly owed its preservation to the fidelity of Irish; and

WHEREAS, at least 8 signers of the Declaration of Independence were of Irish origin; and

WHEREAS, on 14 June, 1794, Irish born John Barry was declared a Naval hero and was named Commander of the United State Navy; and

WHEREAS, Charles Thomson of County Derry, Ireland was the secretary of Continental Congress, who also designed the Great Seal of the United States, and

WHEREAS, Captain John Barry of County Wexford, Ireland fought the last Naval battle of the Revolutionary War off the coast of Brevard County, thereby saving the first United States treasury; and

WHEREAS, Charles Hoban of County Kilkenny, Ireland designed and built the American White House and supervised its reconstruction after the British burned it in the War of 1812; and

WHEREAS, almost half the Union Army in the American Civil War was Irish with 28 regiments having the word "Irish" in their name; and

WHEREAS, the most celebrated military unit in our nation's history was the legendary Irish Brigade led by General Thomas Francis Meagher, part of which was the distinguished celebrated and much honored "Fighting 69<sup>th</sup>"; and

WHEREAS, the Congressional Medal of Honor has been awarded to 257 Irish and Irish Americans to date; the most of any foreign born group; and

WHEREAS, the most photo documentation of the Civil War was provided by Matthew Brady; and

WHEREAS, the inventor of the first working submarine as John P. Holland of County Clare, Ireland; and

WHEREAS, more than 480 institutions of higher learning in the United States offer courses in Irish studies; and

WHEREAS, in 1943, the Sullivan brothers made the ultimate sacrifice for democracy and freedom in the world and later had the Destroyer USS Sullivan commissioned in their memory; and

WHEREAS, Governors and Mayors of over 37 states and cities have, or will, designate March of this year as "Irish American Heritage Month"; and

WHEREAS, Irish Americans have provided leadership in the political, business and religious areas of this country since its inception.

Now, therefore, be it resolved, by the Town Commission of the Town of Malabar, that the month of March is proclaimed as "Irish American Heritage Month".



Seal of the  
Town of Malabar

5TH day of MARCH, 20 07

Attest:

Suzanne Kabana  
Town Clerk

Thomas M. Eschberg Mayor

Proclamation

Memo to: Mayor and Council

From: Bill Stephenson, Town Engineer

Date: March 1, 2007

Subject: Engineering activities previously assigned and incomplete

Some of the Public Works type activities I spend time on are listed below. If you wish to amend the list or add /delete activities, please let me know.

1. Malabar Road intersections with Weber Road and Corey Road:  
examine R/W for the ability and practicality of designing turn lanes.
2. Marie Street/Glatter Road storm-water culvert replacement.
3. Glatter Road right of way alignment: acquire additional R/W along the north side west of the Adams improved site.
4. Improve the drainage along Allen Street/Weir Street (the field work and drawings are done and we are examining alternatives for roadway alignment and RW width addition (it is 25' wide).
5. Establish a priority for future roadway re-surfacing.
6. Bring the NPDES annual permit renewal to a completion with County cooperation.
7. Get the County to provide mapping resources and labor to produce a drainage facilities map for Malabar (they get storm-water utility funds and should provide services in return).
8. Acquire information from County resources to improve the mapping and data base available to Malabar.

ADMINISTRATOR \_\_\_\_\_ / \_\_\_\_\_

THIS INSTRUMENT PREPARED BY and  
RETURNED TO:  
KARL W. BOHNE, Jr, Town Attorney  
Town of Malabar  
1311 Bedford Drive  
Melbourne, Florida 32940

**INTERLOCAL AGREEMENT**

**THIS AGREEMENT** is made this \_\_\_\_ day of \_\_\_\_\_, 2007,  
by and between the City of Palm Bay (Palm Bay), Florida, a Florida Municipal  
Corporation, whose address is 120 Malabar Road SE, Palm Bay ,Florida 32907, and the  
Town of Malabar (Malabar), Florida, a Florida Municipal Corporation, whose address is  
2725 Malabar Rd., Malabar, Florida 32950.

**RECITALS:**

WHEREAS, this Agreement is made pursuant to authorization granted in the  
Florida Interlocal Cooperative Act of 1969, Section 163.01, Florida Statutes, and the  
Local Government Comprehensive Planning and Land Development Regulation Act,  
Section 163.3161 *et seq.*, Florida Statutes (2006); and

WHEREAS, Malabar is desirous of utilizing the services of Palm Bay's Building  
Division for the purpose of building inspections and plan reviews for building projects  
within Malabar; and

WHEREAS, it is mutually agreed between Palm Bay and Malabar that such  
services can be provided to Malabar upon the terms and conditions set forth herein ; and

PUBLIC HEARING 1

WHEREAS, this Agreement is consummated pursuant to Section 163.3171(3), Florida Statutes (2006), which states in pertinent part:

**163.3171. Areas of authority under this act.—**

\* \* \*

(3) Combinations of municipalities within a county, or counties, or an incorporated municipality or municipalities and a county or counties, or an incorporated municipality or municipalities and portions of a county or counties may jointly exercise the powers granted under the provisions of this act upon formal adoption of an official agreement by the governing bodies involved pursuant to law. No such official agreement shall be adopted by the governing bodies involved until a public hearing on the subject with public notice has been held by each governing body involved. The general administration of any joint agreement shall be governed by the provisions of s. 163.01 except that when there is conflict with this act the provisions of this act shall govern;

WHEREAS, it is the intent of the parties that Palm Bay will provide such inspections and reviews as requested from time-to-time by Malabar and Palm Bay will provide such services in accordance with this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual promises and conditions contained herein it is mutually agreed between the parties as follows:

1. RECITALS: The above recitals are true and correct and are considered an integral part of this Agreement.

2. DEFINITIONS: As utilized in this instrument each of the following terms is defined as follows:

a) "Agreement" means and refers to this instrument, as amended from time to time.

b) "Development" shall be defined as set forth

in Section 380.04, Florida Statutes (2005).

c) “Development Permit” means and refers to any building permit, certificate of occupancy, certificate of completion issued pursuant to the Florida Building Code. Development shall not include any matter relating to zoning and land use regulations.

3. REVIEW BY PALM BAY: Palm Bay agrees to review applications for Development Permits, to review plans and site plans, and to perform building inspections on behalf of Malabar for compliance with the Florida Building Code.

4. COLLECTION OF FEES: Palm Bay shall not be responsible for the collection of any fees, charges, expenses or any other payment from any person with respect to the services provided herein to Malabar. Malabar shall solely be responsible to collect any and all applicable payments, fees cost and expenses.

5. TERM: This Agreement shall automatically terminate no later than September 30, 2007 unless extended in writing by both parties. This Agreement may be terminated earlier by either party upon thirty (30) days advanced written notice to the other party.

6. COST FOR SERVICES: Palm Bay agrees to charge and Malabar agrees to pay for the services provided herein Palm Bay’s actual cost for labor, material and equipment, plus fifteen percent (15%).

7. REQUEST FOR SERVICES: The services provided herein will be on an as needed basis and only upon request by the Town Manager of Malabar or the Assistant to the Building Official of the Malabar Building Department. All such request for services shall be in writing to the Building Division of Palm Bay with a copy to the City Manager of Palm Bay. Such notice may be sent by fax. Malabar shall be responsible for the delivery of any and all plans, applications and any other records or documentation needed by Palm Bay to perform the services herein.

8. INVOICES: Palm Bay shall invoice Malabar on the last business day of the month in which such services were requested by Malabar. All invoices will be accompanied by a time record showing the date of services, the services performed and the identity of the person performing the services. All invoices will be paid within thirty (30) days of submittal of the invoice. All invoices, or parts thereof, not timely paid shall bear interest at the rate of one percent (1%) per month.

9. INTERPRETATION/SEVERABILITY:

(a) Interpretation. All signatories to this

Agreement have participated in the wording hereof and have had the opportunity to seek legal advice from a licensed Florida attorney with regard hereto. Notwithstanding anything to the contrary hereto, the parties agree, desire, and intend that no provision hereof shall be read more strongly or harshly against either party hereto as the drafter of this Agreement. As utilized herein the singular of any words includes the plural and vice versa. The use of any gender includes all genders, unless the context specifically

indicates to the contrary. The catch lines for each provision herein are specifically for ease of reading and are not intended to be used for interpretation purposes.

(b) Severability. Invalidation of any one of these covenants or restrictions or any part, clause or word hereof, or the application thereof in specific circumstances, by judgment, court order, or administrative hearing or order shall not affect any other provisions or applications in other circumstances, all of which shall remain in full force and effect. Should a court of competent jurisdiction find any word, phrase, sentence or any other provision of this Agreement to be un-constitutional, unenforceable or otherwise illegal for any reason, then this Agreement shall be read as if said unconstitutional, unenforceable, and otherwise illegal provisions did not exist.

(c) Binding effect. This Agreement shall inure to and bind the successors and assigns of the parties hereto.

(d) Applicable Law; Venue. This Agreement shall be construed, controlled and interpreted according to the laws of the State of Florida. Venue of any proceeding arising out of or pursuant to this Agreement shall be in Brevard County, Florida.

(e) No Third Party Beneficiary. This Agreement is solely for the benefit of the Parties to this Agreement. No right or cause of action shall accrue upon or by reason hereof inure to or for the benefit of any third party.

(f) This Agreement, being for the mutual benefit of the health, safety, and welfare of the Parties hereto, and being agreed to by each of the Parties upon the advice of counsel, the provisions of this Agreement shall not be construed against any of the Parties hereto as having been drafted by such party.

(g) Except as provided for in section 7, all other notices, demands and correspondence required or provided for under this Agreement shall be in writing and delivered in person, by nationally recognized overnight courier (*ie.* – Federal Express) delivery fee prepaid, or dispatched by certified U.S. mail, postage prepaid, return receipt requested. Notice shall be deemed to have been given upon the date of delivery in person, acceptance by the nationally recognized overnight courier, or upon being deposited the notice in the U.S. mail, all in the manner as provided herein. Unless prior written notification of an alternate address for notices is sent, all notices required pursuant to this Agreement shall be sent to the following addresses:

Town of Malabar:

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Town Administrator  
2725 Malabar Road  
Malabar, FL 32950

10. **EFFECTIVE DATE.** Pursuant to Section 163.01(11),



Florida Statutes (2005), this Agreement shall become effective upon its recordation in the Public Records of Brevard County, Florida, and any amendment hereto shall become effective upon recordation in the Public Records of Brevard County, Florida.

11. RECORDATION: The Town of Malabar hereby agrees to pay for any costs of recordation of this Agreement in the Public Records of Brevard County, Florida, and the recorded original hereof shall be returned to the City of Palm Bay for filing in its records.

EXECUTED as of the date first above written.

Signed, sealed and delivered  
in the presence of:

CITY OF PALM BAY, FLORIDA,  
a Florida Municipal  
Corporation

By: \_\_\_\_\_  
\_\_\_\_\_, its \_\_\_\_\_

ATTEST: \_\_\_\_\_  
City Clerk

Town of Malabar,  
FLORIDA, a Florida Municipal  
Corporation

By: \_\_\_\_\_  
Tom Eschenberg, Mayor

ATTEST: \_\_\_\_\_  
Town Clerk

STATE OF FLORIDA  
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2007, by Lee Feldman, City Manager of the City of Palm Bay, a Florida municipal corporation, on behalf of the municipal corporation. He is personally known to me.

\_\_\_\_\_  
Notary Public at Large  
State of Florida  
My commission expires:

STATE OF FLORIDA  
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2007, by Tom Eschenberg, Mayor of the Town of Malabar, a Florida Municipal Corporation, on behalf of the municipal corporation. He/She is know to me or has presented \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public at Large  
State of Florida  
My commission expires:

**RESOLUTION NO. 05-2007**

**A RESOLUTION OF THE TOWN OF MALABAR, BREVARD COUNTY, FLORIDA, ACCEPTING THE PUBLIC IMPROVEMENTS CONSTRUCTED TO PROVIDE SERVICE TO THE SUBDIVISION OF WEBER WOODS AND PROVIDING FOR CONFLICT AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Malabar owns and operates a potable water and fire protection System to provide water service to the residents and businesses of the Town; and

**WHEREAS**, the Town Code sets forth the rules for operation of the water system and incorporates Technical Provisions for design and construction of water distribution systems, and

**WHEREAS**, Windover of Malabar, LLC has designed and constructed the water distribution system in accordance with Town Policies and Technical Provisions and has provided to the Town "As Built" drawings of the facilities and a deed to the completed water distribution system.

**NOW THEREFORE BE IT RESOLVED** by the Town Council of the Town of Malabar, Brevard County, Florida, as follows:

**SECTION 1. Accepting Public Improvements.**

The Town of Malabar Council hereby accepts the Bill of Sale attached to this Resolution and ownership of the Weber Woods Water System Improvements along Weber Road between Malabar Road and Hall Road as designed by RK Engineering and the Town will render water service, subject to Town adopted rules and procedures, for the benefit of Weber Woods lot owners and the general public.

**SECTION 2. Conflicts.**

All ordinances or parts thereof in conflict herewith are hereby repealed to the extent of such conflict with this Ordinance.

**SECTION 3. Effective Date.**

The effective date of this resolution is the date of adoption by the Malabar Town Council.

The foregoing Resolution was moved for adoption by council member \_\_\_\_\_ . The motion was seconded by Council member \_\_\_\_\_ and, upon being put to a vote, the vote was as follows:

ACTION ITEM 1

Council member Nancy Borton \_\_\_\_\_  
Council member Brian Vail \_\_\_\_\_  
Council member Chuck McClelland \_\_\_\_\_  
Council member Bobbi Moccia \_\_\_\_\_  
Council member Pat Dezman \_\_\_\_\_

**PASSED AND ADOPTED** by the Town Council, Town of Malabar, Brevard County,  
Florida this 5<sup>th</sup> day of March, 2007.

BY:

\_\_\_\_\_  
Town of Malabar  
Mayor Tom Eschenberg

ATTEST:

\_\_\_\_\_  
Susan Kabana, CMC  
Town Clerk/Treasurer

Approved as to form and  
legal sufficiency by:

\_\_\_\_\_  
Karl W. Bohne, Jr.  
Town Attorney

## **BILL OF SALE**

KNOWN ALL MEN BY THESE PRESENTS, that WINDOVER OF MALABAR, LLC., hereinafter called "Seller", and in consideration of the sum of ten (\$10.00) dollars and other valuable considerations, to them paid by TOWN OF MALABAR, hereinafter called "TOWN", the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these present do grant, bargain, sell, transfer and deliver unto the said TOWN, its successors and assigns, the following described property, assets and rights, to wit: The central water system for Weber Woods Subdivision, including but not limited to the distribution system, pumping facilities, fire hydrants, lines, connections, fire protections systems water mains, meters and all appurtenances thereto and including any off-site water mains and all appurtenances thereto located in the streets, right-of-ways, roads, alleys and easements; or any other incidental structures or improvements which are physically connected to or may be reasonably considered part of the aforesaid improvements whether specifically referred to or not in the PLAT "WEBER WOODS". TO HAVE AND TO HOLD all the foregoing unto TOWN, its successors and assigns, for its own use forever, free, clear and discharged of and from any and all obligations, claims or liens. AND the Seller does hereby covenant to and with the TOWN, its successors and assigns, that they are the lawful owner of the above described personal property and assets; that said Seller has good right to sell personal property and assets, and that Seller will warrant and defend the sale of its said personal property and assets hereby made unto TOWN, its successors and assigns, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be signed by the undersigned who has hereunto set his hands and seals on the day of 2007.

\_\_\_\_\_  
Signed, sealed and delivered

In the Presence of: \_\_\_\_\_

Type/Print Name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF BREVARD  
WINDOVER OF MALABAR, LLC. A Florida Corporation

By: \_\_\_\_\_

Title: \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2007, by \_\_\_\_\_, as \_\_\_\_\_ of Windover of Malabar, LLC., a corporation, on behalf of the corporation, who is personally known to me or who produced Driver license as identification.

\_\_\_\_\_  
Notary Signature

## RESOLUTION 06-2007

**A RESOLUTION OF THE TOWN OF MALABAR, BREVARD COUNTY, FLORIDA, ADOPTING THE TOWN OF MALABAR TECHNICAL PROVISIONS FOR CONSTRUCTION OF WASTEWATER COLLECTION SYSTEMS, SEWAGE FORCE MAINS AND PUMP STATIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, The Town's Malabar Public Water Utility System is projected to expand to serve additional residents and developments within Malabar, and;

**WHEREAS**, the Town Engineer has developed the Technical Provisions in conformance with good engineering practice to ensure quality wastewater collection systems are installed for the betterment of the Malabar community, and;

**WHEREAS**, the Technical Provisions are consistent with State Rules and Regulations, and;

**WHEREAS**, The Technical Provisions provide a set of standards for the Town's wastewater collection system to assure quality materials are required to construct, operate and maintain the system for the benefit of the public and the water consumers in Malabar.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MALABAR, BREVARD COUNTY, FLORIDA**, as follows:

**SECTION 1.** The Town of Malabar Technical Provisions for Construction of Wastewater Collection Systems, Sewage Force Mains and Pump Stations, attachment "A", is hereby adopted.

**SECTION 2.** All resolutions or parts of resolutions in conflict herewith are hereby repealed.

**SECTION 3.** Should any Section, Clause, or Provision of this Resolution be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of the remaining provisions or parts of this Resolution.

**SECTION 4.** This resolution shall take effect immediately upon its adoption.

This Resolution was moved for adoption by Council Member \_\_\_\_\_. The motion was seconded by Council Member \_\_\_\_\_ and, upon being put to a vote, the vote was as follows:

Council member Nancy Borton	_____
Council member Brian Vail	_____
Council member Chuck McClelland	_____
Council member Bobbi Moccia	_____
Council member Pat Dezman	_____

This Resolution was then declared to be duly passed and adopted this 5<sup>th</sup> day of March, 2007.

TOWN OF MALABAR

By: \_\_\_\_\_  
Mayor Tom Eschenberg, Chair

ATTEST:

\_\_\_\_\_  
Susan Kabana, CMC  
Town Clerk/Treasurer

Approved as to form and  
legal sufficiency by:

\_\_\_\_\_  
Karl W. Bohne, Jr.  
Town Attorney

ACTION ITEM

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# **TOWN OF MALABAR**

## **Technical Provisions**

### **For Construction of Wastewater Collection Systems, Sewage Force Mains and Pump Stations**

**REVISION DATE: February 26, 2007**

#### **1. MATERIAL SPECIFICATIONS**

##### **1.1 PRESURE PIPE**

###### **1.1.1 Polyvinyl Chloride Pressure Pipe, 4"-12"**

Polyvinyl chloride pressure pipe (sizes 4" through 12") will be cast iron pipe equivalent outside diameter Class 150 (DR 18) conforming to the American Water Works Association's (AWWA) specification C900 and will be blue or white in color. Pipe will be in standard 20-foot lengths. All joints will be of the elastomeric-gasket type with thickened, integral solid-wall bell or coupling with the same DR as the barrel

###### **1.2.2 Fusible Polyvinyl Chloride Pipe, 4" thru 12"**

Polyvinyl chloride pressure pipe (size 4" through 12") will be cast iron pipe equivalent outside diameter and a pressure rating of 235 p.s.i. (DR 18) conforming to AWWA specification C900 and will be blue or white in color. Fusible PVC pipe shall be supplied by Underground Solutions, Inc. It shall be installed in accordance with the suppliers' specifications.

###### **1.1.3 Ductile Iron Pipe**



Ductile iron pipe will be cement-lined pressure Class 350 for 12-inch diameter and smaller and Class 250 for 14-inch and larger conforming to AWWA specification C151. Water main and storm drain crossing conflicts will be properly designed by the project engineer. Sewer mains that are less than 10 feet apart from building foundations or other permanent objects will be ductile iron pipe. In no case will sewer mains be located less than 5 feet from foundations. The above distances will be doubled for sewer mains larger than 8" in diameter.

#### **1.1.4 High Density Polyethylene (HDPE) Pipe**

HDPE pipe may be used in place of other pipe materials where the use of HDPE will be cost efficient and reduce the permitting process. Approved locations include road crossings and water crossings. Any other locations need to be approved in writing by the Town Engineer. HDPE pipe size used shall be DR 11 standard ductile iron O.D. pipe sizing with blue stripe or solid blue color for potable water conforming to AWWA specification C906-90.

#### **1.1.5 Certi Lok pipe**

PVC Certi Lok C-900 DR14 pipe may be used in place of HDPE where directional drilling is performed when approved by the Town Engineer.

### **1.2 GRAVITY FLOW PIPE**

#### **1.2.1 Gravity Sewer Pipe and Fittings, DR 35**

PVC pipe and fittings (DR 35) will be manufactured in accordance with ASTM specification C3034. DR 35 pipe is acceptable on gravity installations with a depth of 12.0 feet or less. Pipe will be of the elastomeric gasket joint type supplied in lengths of 12.5 feet. Solid wall ribbed PVC pipe with a stiffness of 60 psi or greater will be considered on a case-by-case basis. Critical installations, as determined by the Town Engineer, will require use of poly-lined ductile iron pipe.

#### **1.2.2 Ductile Iron**

Ductile iron pipe will be cement-lined pressure Class 350 minimum thickness conforming to AWWA specification C151 for force main installation. Ductile iron gravity sewer will be pressure Class 350 poly-lined

pipe. Exposed piping in wetwells and valve pits will be pressure Class 350 with coal tar epoxy exterior coating and interior cement lining.

### **1.3 MANHOLES AND APPURTENANCES**

#### **1.3.1 Pre-cast Manholes**

Pre-cast manholes must be constructed in accordance with American Society of Testing and Manufacturing (ASTM) specification C478. Concrete will have a minimum 28-day compressive strength of 4,000 PSI. Cement will be Type II sulfide resistant. Steel will be minimum Grade 40 and placed as shown on the drawings. Shop drawings of manholes and lift station wet wells will be submitted to the Town Engineer for approval prior to casting. Chairs for supporting reinforcing steel will be non-corrosive plastic or stainless steel. Standard manholes will be 4 feet in diameter with a minimum wall thickness of 5" for manholes of 6 feet in depth or less and 8" for manholes deeper than 6 feet.

#### **1.3.2 Fiberglass Manholes**

Prefabricated fiberglass manholes manufactured in accordance with ASTM specification D3753 may be allowed if approved in advance.

#### **1.3.3 Steps and Hardware**

Manhole steps are not required except where specified on the plans. If used, manhole steps must be fiberglass and cast into the manhole wall. Steps must be 18" wide and capable of supporting a 350-pound load concentrated at the center.

All nuts, bolts, washers, anchors and brackets inside the wet well must be manufactured from Grade 316 stainless steel. Bolts for fastening flanged fittings inside the valve pit may be steel, coated with the specified piping coating system.

#### **1.3.4 Manhole Access Covers**

##### **Cast Iron**

Cast iron manhole covers and rings must be traffic load bearing similar to USF No. 225-AS-ORS having an O-Ring seal. Bearing surfaces will be machined to produce a tight, even seating surface without rocking. Minimum clear opening will be 24". The word(s) "SEWER" or "SANITARY SEWER" will be cast into manhole covers.

## **Aluminum**

Aluminum access covers will be designed for 150 PSF live load and will be equipped with stainless steel hinges, automatic lock mechanism in the open position, closed position lock hasp, and retractable grip for opening.

## **1.4 COATINGS**

Epoxy Interior surfaces of manholes will be coated with a three-coat epoxy system. Each coat will be of contrasting colors with the final coat to be applied in the field to all surfaces.

### **1.4.1 T-Lok Liner**

Where a T-lok liner is specified, the entire wall surface of the manhole will be protected with a polyvinyl chloride liner cast into the concrete. This liner must be manufactured by Ameron, Inc., or approved equal. All joints will be heat fusion welded to create a watertight lining. Such lining must be warranted, to the Town of Malabar, against defects in materials and workmanship for a period of five years from date of installation.

### **1.4.2 Exposed Piping**

Exposed piping, pumps, and equipment exposed to raw sewage in manholes, valve pits and wet wells will be coated with a two-coat coal tar epoxy exterior coating system with a minimum DFT of 12-15 mils. Coal tar epoxy will be Rustoleum 9578 or approved equal. Equipment and pump information tags will not be painted.

## **1.5 VALVES AND VALVE BOXES**

### **1.5.1 Resilient Seat Gate Valves, 4"-16"**

Resilient seat gate valves will have mechanical joint ends as manufactured by American Flow Control, Model AFC-2500; AVK; M&H; U.S. Pipe, Metroseal; Clow Corporation; Mueller A-2360 Resilient Wedge Gate Valve; or an approved equal. The resilient seat gate valves must conform to AWWA specification C509 and be manufactured in the U.S.A. Resilient seats will be of natural or synthetic rubber and be bonded or mechanically attached to the gate using stainless steel hardware and will be rated at a working pressure of 200 psi. The interior and exterior of the valve body will be fusion bonded epoxy coated in accordance with AWWA specification C550 in order to provide a corrosion-resistant seat. The coating must be

applied in a manner to withstand the action of line fluids and operation of the sealing gate under long-term service. Valve seats must seal by compression only. Wedging or sliding of the resilient seat is not acceptable. Valves will be supplied with 2"-square operating nuts and be designed to provide a bubble tight seal regardless of direction of flow. Opening the valve will be in the counterclockwise direction. If the depth of the valve nut is greater than 48" below grade, or 30" below grade and under the water table, a valve extension stem will be required. The extension will have a centering collar and be mechanically attached to the valve operating nut, such as extensions manufactured by the General Engineering Company, Model #4840-0001-3, or an approved equal.

### **1.5.2 Butterfly Valves, 12" and larger**

Butterfly valves with mechanical joint ends will be rubber seated, 90° tight closing type, short body. The interior and exterior will be fusion bonded epoxy coated in accordance with AWWA specification C550. The valve shaft will be of 316 stainless steel. Body dimensions and minimum shaft diameter will be in accordance with Tables 3 and 4 of AWWA specification C504. The valve seat will be of molded natural or synthetic rubber, will be mechanically secured to the disc or to the valve body, and will mate against a stainless steel seat surface. Buried valves will be for submerged service and will be equipped with totally enclosed gear operators, permanently lubricated and equipped with adjustable stops for open and closed positions. The gear ratio will be such as to require not more than 50 foot pounds of input torque to operate the valve against the worst case of a water flow velocity of 10 feet per second at a pressure of 100 psi differential. A torque-limiting device will be supplied if the allowable operator input is less than 450 foot pounds. Each buried valve will have a standard 2"-square operating nut. The valve will open when the operator nut is turned counterclockwise. Brass fittings and 2" brasswheel valves are shall be used on blowoffs. All valves must be manufactured in the U.S.A.

### **1.5.3 Valve Boxes**

Valve boxes and lids must be manufactured in the U.S.A. Boxes and lids must be structurally equal to those produced by Trumbull or Tyler and must have 5-1/4" minimum inside diameter. Cast iron valve boxes will consist of a circular cast iron top and bottom section. The depth must be determined and the appropriate valve box must be installed. No PVC is permitted in the valve box. Boxes must be set flush with finished ground surface in such a

manner as to permit easy use of a valve wrench and to prevent surface loads from being transmitted to the valve or pipe. Box sections must be telescopic and adjustable. Valve box lids should have the word "SEWER" cast on the top. A concrete pad (24" l x 24" w x 4" d) will be poured around all boxes at finished grade level unless the valve is located in a paved roadway or parking lot.

#### **1.5.4 Valve Extensions**

If the depth of the valve nut is greater than 48" below grade, or 30" below grade and under the water table, a valve extension stem will be required. The extension will have a centering collar and will be mechanically attached to the valve operating nut, such as extensions manufactured by the General Engineering Company, Model #4840-0001-3, or an approved (in writing) equal.

### **1.6 FITTINGS**

All fittings must be of the mechanical joint type with an approved joint restraint, or push-on joint with a gasket joint field restraint system, such as "Field Lok" as manufactured by U.S. Pipe or an approved equal. All fittings must be manufactured in the U.S.A.

#### **1.6.1 Cast Iron**

Cast iron fittings will be AWWA specification C110; Class 250, cement lined with inside seal coating. The fittings will be bituminous coated on the outside and be wrapped with 6 mil polyethylene (sealed with tape).

#### **1.6.2 Ductile Iron, 4"-16"**

Ductile iron compact fittings (sizes 4" through 16") must conform to AWWA specification C153. Ductile iron compact fittings will be mechanical joint with an interior cement lining with seal coating and an exterior bituminous coating. All fittings will be wrapped with 6 mils polyethylene (sealed with tape).

#### **1.6.3 Bolts**

All buried mechanical joint bolts and nuts must be CORTEN Steel. All above ground bolts and nuts for flanged fittings must be 304 stainless steel.

#### **1.6.4 Tapping Saddles**

Tapping saddles on mains 4" to 12" in diameter will be cast iron body mechanical joint type. The tapping valve must have centering ring and conform to Section 2.2.1 -Resilient Seat Gate Valves in these Technical Provisions.

#### **1.6.5 Curb Stops, 3/4" - 2"**

Curb stops 3/4" and 1" in size will be Mueller Mark II Oriseal, Model No. H-14352 or No. B-24-352R ball valve, as manufactured by Mueller Company. Model No. B-23-232W can be used for 3/4" curb stops and Model No. B-23-444W for 1" curb stops, as manufactured by Ford Meter Box Company. Model No. 4317, as manufactured by Hayes Manufacturing Company, or an approved equal.

#### **1.6.6 Corporation Stops, 3/4" - 2"**

Corporation stops 3/4" and 1" will be of brass and equal to Model No. H-15000, manufactured by Mueller Company; Model No. F-600, as manufactured by Ford Meter Box Company; Model No. 5200, as manufactured by Hayes Manufacturing Company; or an approved equal.

### **1.7 INSPECTION OF MATERIALS**

Materials delivered to the job site will be subject to inspection by Town staff prior to installation. All materials found to be defective or not meeting specifications during inspection or during the progress of the work will be rejected and removed from the job site without delay. All materials delivered to the job site will be in accordance with the materials specifications. Materials not inspected by the Town prior to installation will be uncovered by the Contractor at his/her expense to verify compliance with these specifications. The Contractor will furnish copies of the packing list(s) for materials upon demand.

## **2. PROTECTION OF PROPERTY AND OBSTRUCTIONS**

### **2.1 PROTECTION**

Temporary supports and/or adequate protection and maintenance must be provided on all underground and surface structures encountered in the progress of the work. Structures that have been disturbed will be restored to a condition equal to their original state upon completion of the work. Any

permanent survey markers damaged by the Contractor shall be reset by a Florida licensed surveyor.

## **2.2 OBSTRUCTIONS**

All utility owners must be notified prior to beginning construction. Any known obstructions will be shown on the plans. The utmost caution will be taken in all operations to avoid damage to existing obstructions whether or not shown on the plans. Damage to other utilities will be at the Contractors expense.

If the contractor encounters any unforeseen obstructions during construction, he shall immediately cease work in that area and notify the Town engineer. The project engineer shall design and provide detailed drawings to correct the situation. The drawings shall be submitted to the Town for approval. After approval a set of approved drawings will be given to the contractor and he may resume work.

## **3. TRENCH PREPARATION**

### **3.1 EXCAVATION**

A trench will be opened so that the pipe can be installed to the alignment and depth required. It will be excavated only so far in advance of pipe placement as necessary. The trench will be excavated to the depth required so as to provide a uniform and continuous bearing support for the pipe or undisturbed ground. Bell holes will be provided at each joint to permit jointing to be made and inspected properly

During excavation, if ashes, muck or other organic material considered unstable is uncovered at the bottom of the trench at sub-grade, it will be removed and backfilled with approved material. This material will be compacted in layers to provide a uniform and continuous bearing. Where the bottom of the trench at sub-grade consists of unstable material to such a degree that it cannot be removed and replaced with an approved material to support the pipe properly, a suitable foundation must be constructed. Excavated material will be piled in such a manner that it will not endanger work or obstruct natural watercourses, sidewalks or driveways. Fire hydrants under pressure, valve boxes, or other utility controls will be left

unobstructed and accessible at all times. Gutters will be kept clear or other satisfactory provisions will be made for street drainage.

### **3.2 SHEETING AND BRACING**

Open cut trenches must be sheeted and braced as required by any governing State law, municipal ordinances, OSHA Standards, and as may be necessary to protect life, property, or the work. Trench bracing may be removed after backfilling has been completed or has been brought up to such an elevation as to permit its safe removal. The use of a trenching box may be used in place of sheeting and bracing where appropriate.

### **3.3 DE-WATERING**

Excess water must not be allowed in the trench at any time. An adequate supply of well points, headers or pumps, all in first-class operating condition, may be used to remove the water. The use of gravel and pumps will also be an acceptable means of removing the water. The trench will be excavated no more than the available pumping facilities are capable of de-watering. Discharge from pumps will be accommodated in accordance with the St. Johns River Water Management District's requirements. The Town is not responsible for obtaining de-watering permits

## **4. PIPE LINE CONSTRUCTION**

### **4.1 GENERAL**

All sewer mains, service lines and appurtenances must be installed as specified on the approved plans and in accordance with the Standard Details.

### **4.2 PIPE PLACEMENT**

The bottom of the trench will not be excavated below the specified grade. If undercutting occurs, the bottom of the trench will be brought up to the original grade with approved material and thoroughly compacted. Before placing pipe into the trench, the outside of the spigot and the inside of the bell will be wiped clean, dry, and free from sand, oil and grease. Every precaution will be taken to prevent foreign material from entering the pipe.



During placement operation, no debris, tools, clothing or other material will be placed in the pipe.

All mechanical joints will be made up in strict accordance with the manufacturer's specifications. Beveled ends will be removed from PVC pipe entering a mechanical joint. The bell will be carefully cleaned before the gasket is inserted. Gaskets must be evenly seated, the gland placed in position with the bolts, and evenly tightened. All slip joints will be made up in strict accordance with the manufacturer's specifications.

After placing a length of pipe in the trench, the spigot end will be centered in the bell, the pipe forced home, brought to correct alignment, and covered with an approved backfill material. Ductile iron pipe will be backfilled to the centerline of the pipe and compacted to ninety-five percent (95%) of standard Proctor T-99. Pipe will be installed with 30" minimum cover. Maximum cover of 42" will be accepted. Cover depth will be determined from proposed finish grade as indicated on the approved plans. At times when pipe placement is not in progress, the open ends of pipe must be closed by a watertight plug or other approved means. This provision will apply during the lunch hour as well as overnight. If water is in the trench, the seal will remain in place until the trench is pumped completely dry.

#### **4.3 LOCATOR WIRE FOR FORCE MAINS**

Locator wire is required along PVC force main runs. A run of wire will also be brought up in each valve box. The wire will have 4 feet of excess length. Wire is to be connected together using a yellow wire nut.

Where high-density polyethylene (HDPE) pipe is used in a directional drilling application, a UF#10 solid locator wire shall be installed.

#### **4.4 BACKFILLING**

All backfilling material will be free from cinders, refuse, vegetable or organic material, boulders, rocks, stones, or other material which is considered unsuitable. When backfill material is not specified on the plans, backfilling with the excavated material may be acceptable provided that such material is suitable for backfilling. Pipe should be backfilled as soon as possible to minimize the length of open trench. Valves, fittings, and thrust blocks will be left uncovered until inspection.

#### 4.5 VALVES AND FITTINGS

All valves and fittings will be set and joined to the pipe in the proper location as shown on the plans. Valves should be installed outside of the pavement where practical. A roadway valve box will be provided for every valve. This valve box must not transmit shock or stress to the valve and will be centered and plumb over the wrench nut of the valve. The box cover is to be flush with the surface of the finished pavement or grade level as specified in the plans. A 24"-square concrete pad 4" in thickness will be poured around the valve box when it is located outside of pavement. A bronze or stainless steel disc will be cast into the pad for all valves 12" or larger. Valve nomenclature to be stamped into the disc will include the valve size, type, manufacturer's initials, number of turns, and direction to open the valve. (Example: 12" G.V. U.S.P. 20 c.c.w.)

#### 4.6 RESTAINED JOINTS

The engineer of record shall provide a restrained joint detail on drawings submitted to the Town for approval. Restraining will apply to all new fittings, where needed, and installed as part of the job ( including tapping saddles).

#### 4.7 THRUST BLOCKS

Thrust blocks will be installed at all bends, fire hydrants, and as specified on the plans, in accordance with the Standard Detail Sheet. Metal harnesses, tie rods, or clamps of adequate strength to prevent movement may be installed at locations where thrust blocks are not practical. Rods and clamps will be stainless steel. A 20-foot length of mechanical joint ductile iron pipe or C-900 PVC with lugs, will be installed at all main endings and a thrust collar will be poured around the pipe at a distance of 10 feet from the end of the joint.

#### 4.8 PIPE INSTALLED IN CASINGS

Pipe to be installed under pavement where open trenching is not permitted will be installed through a steel casing that has been jacked and bored. Casing size will be as indicated below:

PIPE SIZE	MINIMUM CASING SIZE
4"	12"
6"	14"
8"	18"

10"	20"
12"	24"

Force mains must be pushed or pulled through the casing on stainless steel casing spacers with polyethylene skids attached to the pipe with stainless steel straps. The stainless steel casing spacers with polyethylene skids will be placed in accordance with manufacturer's recommendations. Casing spacers must be manufactured by Cascade or an approved equal. Restrained joints are required on mains installed inside casings.

## **4.9 DIRECTIONAL BORE**

The Engineer of record shall provide details and drawings of any directional bore proposed.

## **5. TIE-INS TO EXISTING SYSTEMS**

### **5.1 GENERAL**

The Contractor is not to operate any valve or remove any thrust block from any Utility or Town-owned force mains except under direct supervision of a representative of the Owner. .

#### **5.1.1 Mains 8" and smaller**

Tie-in valves will be operated and pressure tested to verify water tightness prior to the tie-in. Valves that are not water tight must be replaced or a new valve must be installed immediately adjacent to the valve; otherwise, the tie-in is not to be made until the system has been approved for service by Florida Department of Environmental Protection (DEP). The Contractor will provide a 2" tap on the new main and a 2" tap on the existing main at the tie-in valve. A 2" jumper equipped with a backflow preventer (double check) will be installed. The jumper will be utilized for filling the main, flushing the main, providing water for bacteriological sampling, and maintaining pressure in the main after a successful bacteriological test. The tie-in valve is not to be operated and the jumper is not to be removed until clearance has been obtained from DEP. The project engineer will be required to provide an executed DEP certificate of completion prior to clearance. After clearance, the tie-in valve will be opened, the jumper removed, and the main thoroughly flushed under the supervision of the

Town staff or the engineer of record. Other exiting valves closed as part of the job will be opened by Town staff.

## **TESTING**

### **5.2 GENERAL**

All newly installed pressure pipe and services that have been backfilled must be tested in accordance with AWWA specification C600.

### **5.3 FLUSHING**

The Contractor must pay to the Town the amount estimated to provide an adequate volume of water for the filling, flushing, and testing of mains. The Contractor will notify the Town prior to flushing or filling mains. The pressure in the Town's system will be monitored during the flushing to prevent pressure in the Town's system from dropping below 40 psi. Water used during flushing will be billed to the Contractor.

### **5.4 HYDROSTATIC TEST**

A blowoff or flushing hydrant will be installed at the end of the pipeline under test. The line being tested will be slowly filled with water and all air expelled from the test section including service connections. Taps or blowoffs at points of highest elevation will be made to facilitate air removal. When testing is complete, the service lines installed for air removal must be removed.

The line must hold the 150-psi test pressure for a two-hour test period. The first hour is to be witnessed by the Contractor; the second hour must be witnessed by the Town Engineer. If the line fails to meet the test, it will be repaired and re-tested until the test requirements are satisfied. Line pressure will be maintained to within 5 psi of the test pressure.

### **5.5 LEAKAGE TEST**

A leakage test at 150 psi will be performed on all newly installed sections of pipe after installation of all service connections. Any leakage observed must be less than the following per thousand feet of pipe:

SIZE	ALLOWABLE LEAKAGE
2"	0.20 Gallons/Hour

4"	0.33 Gallons/Hour
6"	0.50 Gallons/Hour
8"	0.67 Gallons/Hour
10"	0.83 Gallons/Hour
12"	1.06 Gallons/Hour

## **6. CONNECTION TO EXISTING SYSTEM**

### **6.1 GENERAL**

Connections to existing Malabar force mains will be made by an approved tapping contractor under the direction of the Town Engineer. The Contractor must obtain all required permits; provide a dry pit area, all pit preparation including shoring and bracing, maintenance of traffic, all right-of-way restoration; and notify all utilities prior to construction.

Tapping saddles and valves supplied by the Contractor will be inspected by the Town staff prior to installation. The installed tapping saddle and valve must be tested with water at 100 psi for 15 minutes prior to tapping to insure a watertight installation..

## **7. FINAL CLEAN-UP AND ACCEPTANCE**

### **7.1 GENERAL**

Upon completion of the work and before acceptance by the Town, the Contractor will meet all permit conditions, remove all debris, and complete sodding, sprigging, or seeding if required by the plans. The Contractor will leave all areas affected by his/her operations in a neat and presentable condition.

Acceptance of completed work by the Town will be contingent on the following work items completed to the satisfaction of the city Inspector.

- Pressure Test
- Restoration
- Payment of fees

## **RECORD DRAWINGS**

### **7.2 GENERAL**

Record drawings are required for all systems to be accepted by the Town. Record drawings will be prepared by a surveyor or an engineer registered in the State of Florida and will contain the following information:

- Location of all valves, service lines using at least two ties to permanent points (manholes, power poles, curbs, or stormwater inlets). An acceptable station and offset system may be used for service lines and fittings only.
- Location of mains from property easement lines or edge of pavement at intervals of 300 feet.
- Elevations to the top of the sewer line at intervals of 300 feet and at all drainage and water main crossings. Bench mark locations and elevations are to be shown on record drawings.
- Separation (vertical and horizontal) between force mains and water mains.
- Pertinent easement information is to be supplied on the record drawings and a statement certifying that all mains are within easements and/or public rights-of-way. The name "Town of Malabar" must appear on all record drawing survey information. A mortgage joinder letter, from the financing entity, is required when subject property is mortgaged.

Record drawings will be drawn at a scale of 1 inch = 100 feet. Areas requiring additional detail may be enlarged as necessary. Rights-of-way, easements, and lot lines will be accurately shown. Lots, block numbers, and street names will be included. Record drawings shall be provided in digital file format also. AutoCAD (version14) or higher, or DXF format disc shall be provided to the Town.

One reproducible print, one computer disk or jmp drive and three signed and sealed blue-line prints are required. After the surveyor or engineer has certified the locations, the engineer will certify on DEP Form 62-555.910(9) that the system depicted on the record drawing was constructed in substantial conformance with approved plans and will function as intended.

## **8. CONSTRUCTION**

### **8.1 LOCATION AND GRADE OF SEWERS**

The line and the grade of the sewer, as well as the location of manholes, services and all other appurtenances, will be as shown on the drawings. The grade line as given on the drawings indicates the grade of the invert of the sewer pipe.

### **8.2 MATERIAL HANDLING**

#### **8.2.1 Precautions**

Every precaution will be taken to prevent injury to pipe, piping materials and structures during transportation and delivery to the work site.

#### **8.2.2 Damaged Materials**

Any damaged materials will be rejected and removed from the job site.

#### **8.2.2 Storage**

Pipe fittings and structures will be stored in a manner which will assure the protection of the material from damage.

### **8.3 TRENCH EXCAVATION, SHORING, AND SHEETING**

#### **8.3.1 Trenches**

Sewer trenches will not be opened in advance of the placing of the sewer pipe for a distance greater than that required to install the sewer pipe. Backfill in the pipe zone will be accomplished immediately after jointing the pipe to prevent movement.

#### **8.3.2 Shoring, Sheet piling, and Bracing of Excavations**

The excavation must be sheeted and braced when necessary to prevent cave-in during excavation in unstable material or to protect adjacent structure, property, workers, and the public. Shoring and sheet piling will be removed, as the backfilling is done, in a manner that will not damage the pipe or structure or permit voids in the backfill. All sheet piling, shoring, and bracing



of excavations will conform to the safety requirements of the Federal, State, or local public agency having jurisdiction.

### **8.3.3 Ground Water**

The control of ground water must be such that softening of the bottom of excavations or formation of "quick" conditions or "boils" will be prevented. De-watering systems will be designed and operated so as to prevent the removal of the natural soils. The Town is not responsible for obtaining de-watering permits.

### **8.3.4 Static Water**

The static water level will be drawn down below the bottom of the excavation so as to maintain the undisturbed state of the natural soils and allow the placement of backfill to the required density. The de-watering system will be installed and operated so that the ground water level outside the excavation is not reduced to the extent that would damage or endanger adjacent structures or property.

### **8.3.5 Dewatering**

Excess water must not be allowed in the trench at any time. An adequate supply of well points, headers or pumps, all in first-class operating condition, may be used to remove the water. The use of gravel and pumps will also be an acceptable means of removing the water. The trench will be excavated no more than the available pumping facilities are capable of dewatering. Discharge from pumps will be accommodated in accordance with the St. Johns River Water Management District's requirements. The Town is not responsible for obtaining de-watering permits. The contractor will furnish, install, and operate all necessary machinery, appliances and equipment to keep the excavations reasonably free from water during construction. The contractor will dewater and dispose of the water so as not to cause injury to public or private property or to cause a nuisance or a menace to the public. The contractor will at all times have on hand sufficient pumping equipment and machinery in good working condition for all ordinary emergencies and will have available at all times competent human resources for the operation of the pumping equipment. The de-watering system will not be shut down between shifts, on holidays or on weekends, or during work stoppages. The control of ground water must be such that softening of the bottom of excavations or formation of "quick" conditions or "boils" will be prevented. Dewatering Systems will be designed and operated so as to prevent the removal of the natural soils. The static water level will be drawn down below the bottom of the excavation so as to maintain the undisturbed state of the natural soils and allow the

placement of backfill to the required density.

#### **8.4 PIPE PLACEMENT AND JOINTING**

Pipe placement will proceed upgrade with the spigot ends of the pipe pointing in the direction of flow. Each pipe will be placed true to line and grade with a laser beam system. All pipe will be jointed in a professional manner and in accordance with the manufacturer's instructions.

Pipe ends will be carefully cleaned prior to jointing. Pipe will be placed either on a prepared bed of undisturbed earth in the bottom of the trench shaped as required to fit the pipe or upon a layer of properly placed bedding material.

#### **8.5 MATERIAL FOR BEDDING AND BACKFILLING**

##### **8.5.1 Unsuitable Material**

Wherever excavations of the trench expose unsuitable materials such as peat, soft clay, quicksand, rock, boulders, stones, or unstable material in the bottom of the trench, the space created by removal of this unsuitable material will be backfilled using suitable backfill or bedding material as specified by the Engineer of Record.

##### **8.5.2 Suitable Material**

Suitable material for bedding and backfilling will be dry, clean natural sand or gravel. The material will be placed in maximum 12" layers and compacted, using mechanical compacting equipment, to a dry density equal to 98 percent (98%) of the maximum dry density as determined by the standard Proctor compaction test ASTM specification D698, each layer being compacted to the required density prior to placing the next layer. The Town may require additional density tests (in excess of testing required by the plans) to be checked by a licensed laboratory. Any failed test shall be paid for by the Contractor.

## **8.6 MANHOLE INSTALLATION**

### **8.6.1 Base Unit**

The base unit for manholes and wet wells will be reinforced concrete with a monolithically poured base and bottom riser section. The base unit will be placed before the sewer pipe is placed to or away from the manhole. The base unit will be placed in a dry hole.

### **8.6.2 Manhole Channel**

Invert channels will be constructed, smooth and semicircular in shape, conforming to the inside of the adjacent sewer section. Changes in direction of flow will be made in a smooth curve of as large a radius as possible. Change in size and grade of channels will be made gradually and evenly. Invert channels will be formed by one of the following methods: formed directly into poured concrete manhole base, built up with brick and mortar, half tile set in concrete, or full section of sewer pipe installed through the manhole with the top half cut out. The manhole floor outside of channels will be made smooth and will be sloped toward channels. Free drop in manholes from inlet invert to top of floor outside the channels will not exceed two feet. Standard drop manholes will be constructed wherever free drop exceeds two feet.

### **8.6.3 Joints**

Precast manhole joints must be water tight and sealed with plastic pre-formed joint filler similar to Ram-Nek. All joint areas will be factory primed. Manhole-to-pipe connections will be by factory-supplied flexible boots.

### **8.6.4 Non-Shrink Grout**

The annular space between the sewer pipe and the opening in the manhole will be grouted with non-shrink grout to insure a watertight joint.

## **9. WATER MAIN CROSSINGS**

### **9.1 GENERAL**

In all cases where sewer mains cross water mains with a minimum clear distance between the top of the sewer and the bottom of the water main of less than 18", the sewer main will be constructed of ductile iron pipe for a distance of ten feet on either side of the point of crossing.

## **10. SEWER SERVICE CONNECTIONS**

### **10.1 GENERAL**

The Contractor must install commercially manufactured wye branches compatible with the material used in the sewer main. Where the service line piping is of a different material than the sewer main, the fittings and transition pieces will be specially designed for the connection of the different materials..

## **11. FIELD TESTING OF SEWERS**

### **11.1 GENERAL**

All sewer lines will be subject to a leakage test at the discretion of the Town Engineer. The test may be either infiltration, exfiltration, or air pressure test. The test will be conducted by and at the expense of the Contractor in the presence of the Town Engineer.

Maximum allowable leakage is 100 gallons per day per inch diameter of pipe per mile of pipe. If the amount of maximum leakage is exceeded, the Contractor will make the necessary repairs and schedule a re-test. Acceptable methods of repairing leaks are by excavation or by pressure grouting by an experienced Contractor.

All DR 35 PVC sewer lines will also be subject to deflection testing. Deflection testing will be performed, if requested by the Town engineer, a minimum of 30 days after backfilling is completed. The Contractor shall supply a mandrel allowing a maximum deflection of 7.5%. The Contractor must supply rope and will pass the mandrel through all sections of pipe in the presence of a Town Inspector. If the mandrel does not pass through a section of pipe, deflection will be corrected and the line will be re-tested after backfilling and compaction.

#### **11.1.1 Visible Leaks**

All visible leaks in structures will be eliminated regardless of the amount of flow.

### **11.1.2 Televised Inspection**

Television inspection may be required by the Town at the direction of the Town Engineer. A VHS videocassette record of the inspection with an audible description of the run, including its direction and location, the location and description of any service laterals, and a description of any defect or abnormality must be included. A leakage test will not be required on runs that have been televised and show no defects.

### **11.1.3 Pressure Testing**

Force mains and reclaimed water mains will be hydrostatically tested at a pressure of 150 psi for one hour. The Contractor will install air reliefs as necessary for relieving air prior to testing. The maximum allowable leakage of water per thousand feet of pipe is as indicated on the following table:

SIZE	ALLOWABLE LEAKAGE
4"	0.37 Gallons/Hour
6"	0.55 Gallons/Hour
8"	0.74 Gallons/Hour
10"	0.92 Gallons/Hour
12"	1.10 Gallons/Hour

## **12. LIFT STATIONS**

### **12.1 PRECAST WET WELLS**

Precast wet wells must be constructed in accordance with American Society of Testing and Manufacturing (ASTM) specification C478. Concrete will have a minimum 28-day compressive strength of 4,000 PSI. Cement will be Type II sulfide resistant. Steel will be minimum Grade 40 and placed as shown on the drawings. Shop drawings of manholes and lift station wet wells will be submitted to the Town Engineer for approval prior to casting. Chairs for supporting reinforcing steel will be non-corrosive plastic or 416 stainless steel.

### **12.2 WET WELL ACCESS COVERS**

Aluminum access covers will be designed for 300 PSF live load with a safety factor times 3. Covers will be equipped with 416 stainless steel hinges and 416 stainless steel tamper-proof fasteners, closed position lock hasp, and retractable grip for opening. The cover will open to 90 degrees

and lock automatically in the open position with a stainless steel positive locking arm. The release will be made by a stainless steel release handle. The cover will be flush with the top of the frame and rest on a 3/4"-wide lip around the inside of the frame. The size of the cover will be determined by the wet well size and pump size of the project.

## **12.3 COATINGS**

### **12.3.1 T-Lok Liner**

The entire interior wall and top surface of the wet well will be protected with a polyvinyl chloride liner cast into the concrete. This liner must be manufactured by Ameron, Inc., or approved equal. All joints will be heat fusion welded to create a watertight lining. Such lining must be warranted against defects in materials and workmanship for a period of five years from date of installation.

### **12.3.2 Exposed Piping**

Exposed piping, pumps, and equipment exposed to raw sewage in valve pits and wet wells will be coated with a two-coat coal tar epoxy exterior coating system with a minimum DFT of 12-15 mils. Coal tar epoxy will be Rustoleum 9578 or approved equal. Equipment and pump information tags will not be painted.

## **12.4 SUBMERSIBLE LIFT PUMPS**

Lift station submersible pumps will be three-phase with 3" minimum solids handling capacity. Pump volute, seal housing, and motor housing will be cast iron. Pump impeller will be two vane, one piece cast iron construction. Pump shaft will be one piece 416 stainless steel, equipped with tandem seals with separate chambers for each seal. Seals will have tungsten carbide faces with 416 stainless steel hardware. Seal chambers will be equipped with probes to detect water intrusion. Motors will be oil-filled with automatic reset over-temperature sensors embedded in the motor windings. Pumps will be equipped with a stainless steel slide rail system, dual rail type. The pump discharge coupling will be flanged cement-lined ductile iron, 4" minimum diameter, bolted to the wet well floor by 416 stainless steel fasteners. Flanges will be machine threaded. (Compression-type flanges will not be allowed.) Flange bolts, washers, and nuts will be 416 stainless steel. All pipes entering or exiting the wet well will be sealed in a manner that will prevent water leaks around pipes.

## **12.5 VALVE PIT**

A separate valve pit shall be constructed adjacent the wet well to house a check valve for each pump, a gate valve for each pump, and one gate valve for emergency pump-out. The emergency pump outlet will include a brass 4" male quick-disconnect complete with cover. The valve box is to be made of precast or cast-in-place concrete with a cast concrete cover equipped with an aluminum cover cast in the concrete.

## **12.6 CHECK VALVES**

Check valves will be flanged, with outside weight and lever, cast iron housing, 416 stainless steel seat ring, clapper with neoprene sealing surface, O-ring-sealed stuffing box (minimum size 4"). Bolts, washers, and nuts will be 416 stainless steel. Check valves shall meet AWWA specification C508. Flanged end dimensions will be drilled to ANSI standard B16.1 class 125.

## **12.7 GATE VALVES**

Gate valves will be resilient seated, 4" minimum diameter, with flanged ends, hand wheel operated, non-rising stem, epoxy coated, equipped with double O-ring-sealed stuffing box and 416 stainless steel fasteners. Gate valves will meet AWWA specification C509. Flanged end dimensions will be drilled to ANSI standard B16.1 class 125.

## **12.8 CONTROL PANEL**

The control panel enclosure will be 316 stainless steel, NEMA 4X rated. The minimum inside dimensions will be 30" w x 36" h x 8" d. The door will be equipped with a three-point latching system with hasp and staple for locking. The enclosure will be equipped with an aluminum dead front inner panel with cutouts for all circuit breakers; elapsed time meter (non-reset, hour and one-tenth hour, five digits); one each duplex 120vac convenience outlet (GFI protected); hand-off-automatic (HOA) switch for each pump; run light for each pump (red); one trip light for each pump (amber).

Pumps will be controlled by floats: one pump shut-off, one lead pump turn-on, one lag pump turn-on, one high level alarm. Control voltage will be 120vac. Floats will be UL-approved with all weights and switches encapsulated. Motor starters will be NEMA-rated with three-leg protection, as manufactured by Allen-Bradley, General Electric, Square D, or Furnas Electric. Alternator for lead/lag pump controls will be Furnas Electric Model No. 47AB10AF. Circuit breakers will be molded case as

manufactured by General Electric, Square D, or Westinghouse. All pilot devices (switches, relays, and lights) will be manufactured by General Electric, Square-D, Furnas Electric, or Westinghouse. The control panel will be equipped with an emergency generator receptacle and emergency main circuit breaker with lockout from the normal main breaker. Type, size, and voltage rating will be determined by City personnel when shop drawings are submitted for review. A ¾-inch copper-clad ground rod will be driven into the ground adjacent to the control panel to ground the electrical system. Grounding wire will be Cad welded to the ground rod.

A variable frequency drive control (VFD) is required for each lift station with pumps of 25 HP or greater. VFDs will be pulse width modulated (PWM) type with the following basic features: constant torque; 460v primary, 460v secondary; three-phase output (0-90hz); built-in self-diagnostics; 4 to 20 mads speed control; alpha/numeric display status indicators for power, run, over-current, over-voltage, over-temperature; and automatic re-start. The variable frequency drive must be manufactured in the U.S.A.

Each lift station will be equipped with the following: phase loss relay, over-voltage relay, under-voltage relay. Each relay will have its own fault indicator light.

## **12.9 CONDUIT**

Each pump power cable will be installed through a separate conduit from the wet well to the control panel. An additional conduit will accommodate float wires separate from pump wiring. All conduits will be sealed at the control panel by use of conduit seals. Exposed conduit will be Schedule 40 galvanized; buried conduit will be Schedule 40 PVC



**Memo to: Mayor and Council members**

**From: Bill Stephenson**

**Date: March 1, 2007**

**Subject: The Florida Consultants Competitive Negotiations Act (CCNA)  
for securing professional services for Municipal projects costing more  
than \$10,000**

**Attached, please find a brief description of the Florida CCNA procedure.  
Also included is some of the statutory language as found in Chapter 471.**

**Please feel free to call me if you have questions or need additional  
information regarding the process. I will alert Karl Bohne to be prepared to  
expand on this issue, during the next Council meeting, if needed.**

ACTION ITEM

8

### **The Process for CCNA in Florida**

1. Prepare and approve a request for proposal (RFP) to design a Town Hall for Malabar.
2. Advertise the RFP – set a date for cutoff of receiving the proposal. Define the area of consideration, i.e., Brevard County/Multiple Counties/State, etc.
3. Appoint a committee (recommend 3 people) to review proposals and select a short list of applicants. Define the short list, i.e., 3, 5 applicants to make a presentation to the selection committee. Define the selection committee.
4. Have presentations given to selection committee. Recommend 30 minute maximum with question/answer session to follow. 15 minutes will get more to the point. Structure the presentation to suit the committee and recommend a requirement that the project people be directly involved. A “top heavy” group will not provide the most detailed presentations.
5. Rank the applicants in order of preference from 1 to 3 or 1 to 5, etc.
6. Negotiate a fee structure/amount with applicant ranked #1.
7. If no agreement is reached with applicant #1, then toss #1 and go to applicant #2 to negotiate. Ditto with applicant #3.
8. If no contract/agreement is reached then start over.



## **Request for Proposals**

The Town of Malabar, Florida is seeking proposals from Florida registered Architects/Architectural firms to provide planning, design, bidding and construction management services for a new Town Hall/Administration building. Architects and firms submitting proposals should provide adequate information on any sub-contractors or specialty designer proposed to allow a clear understanding of the proposal by laypersons.

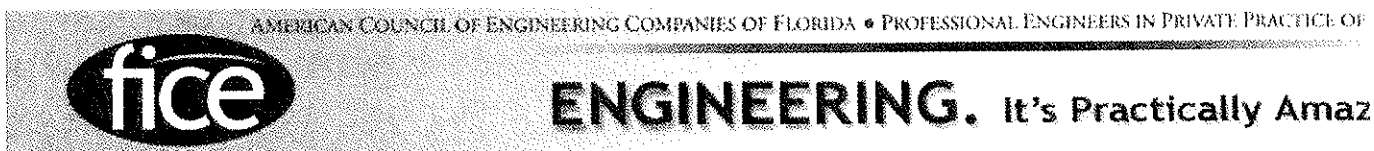
Phase I will include evaluation of Town space needs, determining the character of the proposed building appearance and estimating building size, order of magnitude cost and preliminary drawings and evaluations after the Town's decision regarding size and vernacular.

Phase II will include the preparation of detailed plans, elevations, specifications, recommended contract form, recommended prospective bidders list, a detailed cost estimate and a brief presentation to the Town Council including questions and answers.

Phase III will include assisting the Town with the advertising and bidding process and recommending a contractor to the Town Council based on the lowest and best bid consistent with the Town's objectives.

Phase IV will include representing the Town's interest through the construction process to assure quality and conformance with the contract documents. The selected architect will be expected to review progress pay request and recommend pay amounts to the Town monthly.

Interested parties are required to submit proposals to the Town Clerk at the Town Hall on Malabar Road by 2:00 P.M. on \_\_\_\_\_ date. The proposals shall be plainly marked "Town Hall Architectural Proposal" and shall be submitted in 5 copies and in an easily readable format.



2007  
ENGINEERING EXCELLENCE  
AWARD WINNERS  
Description of 2007  
Grand Award Projects



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## Consultants Competitive Negotiation Act (CCNA) 287.055

Statutes > Title 19 > Ch. 287 > Sec. 287.055

**287.055 Acquisition of professional architectural, engineering, landscape architectural, or surveying and mapping services; definitions; procedures; contingent fees prohibited; penalties.--**

(1) SHORT TITLE.--This section shall be known as the "Consultants' Competitive Negotiation Act."

(2) DEFINITIONS.--For purposes of this section:

(a) "Professional services" means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice.

(b) "Agency" means the state, a state agency, a municipality, a political subdivision, a school district, or a school board. The term "agency" does not extend to a nongovernmental developer that contributes public facilities to a political subdivision under s. 380.06 or ss. 163.3220-163.3243.

(c) "Firm" means any individual, firm, partnership, corporation, association, or other legal entity permitted by law to practice architecture, engineering, or surveying and mapping in the state.

(d) "Compensation" means the amount paid by the agency for professional services regardless of whether stated as compensation or stated as hourly rates, overhead rates, or other figures or formulas from which compensation can be calculated.

(e) "Agency official" means any elected or appointed officeholder, employee, consultant, person in the category of other personal service or any other person receiving compensation from the state, a state agency, municipality, or political subdivision, a school district or a school board.

(f) "Project" means that fixed capital outlay study or planning activity described in the public notice of the state or a state agency under paragraph (3)(a). A project may include:

1. A grouping of minor construction, rehabilitation, or renovation activities.
2. A grouping of substantially similar construction, rehabilitation, or renovation activities.

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**Florida Statutes 2006 / Chapter 287 PROCUREMENT OF PERSONAL PROPERTY AND SERVICES / Part I COMMODITIES, INSURANCE, AND CONTRACTUAL SERVICES / 287.055 Acquisition of professional architectural, engineering, landscape architectural, or surveying and mapping services; definitions; procedures; contingent fees prohibited; penalties.**

**287.055 Acquisition of professional architectural, engineering, landscape architectural, or surveying and mapping services; definitions; procedures; contingent fees prohibited; penalties.—**

(1) **SHORT TITLE.**—This section shall be known as the "Consultants' Competitive Negotiation Act."

(2) **DEFINITIONS.**—For purposes of this section:

(a) "Professional services" means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice.

(b) "Agency" means the state, a state agency, a municipality, a political subdivision, a school district, or a school board. The term "agency" does not extend to a nongovernmental developer that contributes public facilities to a political subdivision under s. 380.06 or ss. 163.3220-163.3243.

(c) "Firm" means any individual, firm, partnership, corporation, association, or other legal entity permitted by law to practice architecture, engineering, or surveying and mapping in the state.

(d) "Compensation" means the amount paid by the agency for professional services regardless of whether stated as compensation or stated as hourly rates, overhead rates, or other figures or formulas from which compensation can be calculated.

(e) "Agency official" means any elected or appointed officeholder, employee, consultant, person in the category of other personal service or any other person receiving compensation from the state, a state agency, municipality, or political subdivision, a school district or a school board.

(f) "Project" means that fixed capital outlay study or planning activity described in the public notice of the state or a state agency under paragraph (3)(a). A project may include:

1. A grouping of minor construction, rehabilitation, or renovation activities.
2. A grouping of substantially similar construction, rehabilitation, or renovation activities.

(g) A "continuing contract" is a contract for professional services entered into in accordance with all the procedures of this act between an agency and a firm whereby the firm provides professional services to the agency for projects in which construction costs do not exceed \$1 million, for study activity when the fee for such professional service does not exceed \$50,000, or for work of a specified nature as outlined in the contract required by the agency, with no time limitation except that the contract must provide a termination clause. Firms providing professional services under continuing contracts shall not be required to bid against one another.

(h) A "design-build firm" means a partnership, corporation, or other legal entity that:

1. Is certified under s. 489.119 to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or
2. Is certified under s. 471.023 to practice or to offer to practice engineering; certified under s.

481.219 to practice or to offer to practice architecture; or certified under s. 481.319 to practice or to offer to practice landscape architecture.

(i) A "design-build contract" means a single contract with a design-build firm for the design and construction of a public construction project.

(j) A "design criteria package" means concise, performance-oriented drawings or specifications of the public construction project. The purpose of the design criteria package is to furnish sufficient information to permit design-build firms to prepare a bid or a response to an agency's request for proposal, or to permit an agency to enter into a negotiated design-build contract. The design criteria package must specify performance-based criteria for the public construction project, including the legal description of the site, survey information concerning the site, interior space requirements, material quality standards, schematic layouts and conceptual design criteria of the project, cost or budget estimates, design and construction schedules, site development requirements, provisions for utilities, stormwater retention and disposal, and parking requirements applicable to the project.

(k) A "design criteria professional" means a firm who holds a current certificate of registration under chapter 481 to practice architecture or landscape architecture or a firm who holds a current certificate as a registered engineer under chapter 471 to practice engineering and who is employed by or under contract to the agency for the providing of professional architect services, landscape architect services, or engineering services in connection with the preparation of the design criteria package.

(l) "Negotiate" or any form of that word means to conduct legitimate, arms length discussions and conferences to reach an agreement on a term or price. For purposes of this section, the term does not include presentation of flat-fee schedules with no alternatives or discussion.

### (3) PUBLIC ANNOUNCEMENT AND QUALIFICATION PROCEDURES.—

(a)1. Each agency shall publicly announce, in a uniform and consistent manner, each occasion when professional services must be purchased for a project the basic construction cost of which is estimated by the agency to exceed the threshold amount provided in s. 287.017 for CATEGORY FIVE or for a planning or study activity when the fee for professional services exceeds the threshold amount provided in s. 287.017 for CATEGORY TWO, except in cases of valid public emergencies certified by the agency head. The public notice must include a general description of the project and must indicate how interested consultants may apply for consideration.

2. Each agency shall provide a good faith estimate in determining whether the proposed activity meets the threshold amounts referred to in this paragraph.

(b) Each agency shall encourage firms engaged in the lawful practice of their professions that desire to provide professional services to the agency to submit annually statements of qualifications and performance data.

(c) Any firm or individual desiring to provide professional services to the agency must first be certified by the agency as qualified pursuant to law and the regulations of the agency. The agency must find that the firm or individual to be employed is fully qualified to render the required service. Among the factors to be considered in making this finding are the capabilities, adequacy of personnel, past record, and experience of the firm or individual.

(d) Each agency shall evaluate professional services, including capabilities, adequacy of personnel, past record, experience, whether the firm is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985, and other factors determined by the agency to be applicable to its particular requirements. When securing professional services, an agency must endeavor to meet the minority business enterprise procurement goals under s. 287.09451.

(e) The public must not be excluded from the proceedings under this section.

**(4) COMPETITIVE SELECTION.—**

(a) For each proposed project, the agency shall evaluate current statements of qualifications and performance data on file with the agency, together with those that may be submitted by other firms regarding the proposed project, and shall conduct discussions with, and may require public presentations by, no fewer than three firms regarding their qualifications, approach to the project, and ability to furnish the required services.

(b) The agency shall select in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services. In determining whether a firm is qualified, the agency shall consider such factors as the ability of professional personnel; whether a firm is a certified minority business enterprise; past performance; willingness to meet time and budget requirements; location; recent, current, and projected workloads of the firms; and the volume of work previously awarded to each firm by the agency, with the object of effecting an equitable distribution of contracts among qualified firms, provided such distribution does not violate the principle of selection of the most highly qualified firms. The agency may request, accept, and consider proposals for the compensation to be paid under the contract only during competitive negotiations under subsection (5).

(c) This subsection does not apply to a professional service contract for a project the basic construction cost of which is estimated by the agency to be not in excess of the threshold amount provided in s. 287.017 for CATEGORY FIVE or for a planning or study activity when the fee for professional services is not in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO. However, if, in using another procurement process, the majority of the compensation proposed by firms is in excess of the appropriate threshold amount, the agency shall reject all proposals and reinstate the procurement pursuant to this subsection.

(d) Nothing in this act shall be construed to prohibit a continuing contract between a firm and an agency.

**(5) COMPETITIVE NEGOTIATION.—**

(a) The agency shall negotiate a contract with the most qualified firm for professional services at compensation which the agency determines is fair, competitive, and reasonable. In making such determination, the agency shall conduct a detailed analysis of the cost of the professional services required in addition to considering their scope and complexity. For any lump-sum or cost-plus-a-fixed-fee professional service contract over the threshold amount provided in s. 287.017 for CATEGORY FOUR, the agency shall require the firm receiving the award to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any professional service contract under which such a certificate is required must contain a provision that the original contract price and any additions thereto will be adjusted to exclude any significant sums by which the agency determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments must be made within 1 year following the end of the contract.

(b) Should the agency be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price the agency determines to be fair, competitive, and reasonable, negotiations with that firm must be formally terminated. The agency shall then undertake negotiations with the second most qualified firm. Failing accord with the second most qualified firm, the agency must terminate negotiations. The agency shall then undertake negotiations with the third most qualified firm.

(c) Should the agency be unable to negotiate a satisfactory contract with any of the selected firms, the agency shall select additional firms in the order of their competence and qualification and continue negotiations in accordance with this subsection until an agreement is reached.

**(6) PROHIBITION AGAINST CONTINGENT FEES.—**

(a) Each contract entered into by the agency for professional services must contain a prohibition against contingent fees as follows: "The architect (or registered surveyor and mapper or professional engineer, as applicable) warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the architect (or registered surveyor and mapper, or professional engineer, as applicable) to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the architect (or registered surveyor and mapper or professional engineer, as applicable) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement." For the breach or violation of this provision, the agency shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

(b) Any individual, corporation, partnership, firm, or company, other than a bona fide employee working solely for an architect, professional engineer, or registered land surveyor and mapper, who offers, agrees, or contracts to solicit or secure agency contracts for professional services for any other individual, company, corporation, partnership, or firm and to be paid, or is paid, any fee, commission, percentage, gift, or other consideration contingent upon, or resulting from, the award or the making of a contract for professional services shall, upon conviction in a competent court of this state, be found guilty of a first degree misdemeanor, punishable as provided in s. 775.082 or s. 775.083.

(c) Any architect, professional engineer, or registered surveyor and mapper, or any group, association, company, corporation, firm, or partnership thereof, who offers to pay, or pays, any fee, commission, percentage, gift, or other consideration contingent upon, or resulting from, the award or making of any agency contract for professional services shall, upon conviction in a state court of competent authority, be found guilty of a first degree misdemeanor, punishable as provided in s. 775.082 or s. 775.083.

(d) Any agency official who offers to solicit or secure, or solicits or secures, a contract for professional services and to be paid, or is paid, any fee, commission, percentage, gift, or other consideration contingent upon the award or making of such a contract for professional services between the agency and any individual person, company, firm, partnership, or corporation shall, upon conviction by a court of competent authority, be found guilty of a first degree misdemeanor, punishable as provided in s. 775.082 or s. 775.083.

**(7) AUTHORITY OF DEPARTMENT OF MANAGEMENT SERVICES.—**Notwithstanding any other provision of this section, the Department of Management Services shall be the agency of state government which is solely and exclusively authorized and empowered to administer and perform the functions described in subsections (3), (4), and (5) respecting all projects for which the funds necessary to complete same are appropriated to the Department of Management Services, irrespective of whether such projects are intended for the use and benefit of the Department of Management Services or any other agency of government. However, nothing herein shall be construed to be in derogation of any authority conferred on the Department of Management Services by other express provisions of law. Additionally, any agency of government may, with the approval of the Department of Management Services, delegate to the Department of Management Services authority to administer and perform the functions described in subsections (3), (4), and (5). Under the terms of the delegation, the agency may reserve its right to accept or reject a proposed contract.

**(8) STATE ASSISTANCE TO LOCAL AGENCIES.—**On any professional service contract for which the fee is over \$25,000, the Department of Transportation or the Department of Management Services shall provide, upon request by a municipality, political subdivision, school board, or school district, and upon reimbursement of the costs involved, assistance in selecting consultants and in negotiating consultant contracts.



(9) APPLICABILITY TO DESIGN-BUILD CONTRACTS.—

(a) Except as provided in this subsection, this section is not applicable to the procurement of design-build contracts by any agency, and the agency must award design-build contracts in accordance with the procurement laws, rules, and ordinances applicable to the agency.

(b) The design criteria package must be prepared and sealed by a design criteria professional employed by or retained by the agency. If the agency elects to enter into a professional services contract for the preparation of the design criteria package, then the design criteria professional must be selected and contracted with under the requirements of subsections (4) and (5). A design criteria professional who has been selected to prepare the design criteria package is not eligible to render services under a design-build contract executed pursuant to the design criteria package.

(c) Except as otherwise provided in s. 337.11(7), the Department of Management Services shall adopt rules for the award of design-build contracts to be followed by state agencies. Each other agency must adopt rules or ordinances for the award of design-build contracts. Municipalities, political subdivisions, school districts, and school boards shall award design-build contracts by the use of a competitive proposal selection process as described in this subsection, or by the use of a qualifications-based selection process pursuant to subsections (3), (4), and (5) for entering into a contract whereby the selected firm will subsequently establish a guaranteed maximum price and guaranteed completion date. If the procuring agency elects the option of qualifications-based selection, during the selection of the design-build firm the procuring agency shall employ or retain a licensed design professional appropriate to the project to serve as the agency's representative. Procedures for the use of a competitive proposal selection process must include as a minimum the following:

1. The preparation of a design criteria package for the design and construction of the public construction project.
2. The qualification and selection of no fewer than three design-build firms as the most qualified, based on the qualifications, availability, and past work of the firms, including the partners or members thereof.
3. The criteria, procedures, and standards for the evaluation of design-build contract proposals or bids, based on price, technical, and design aspects of the public construction project, weighted for the project.
4. The solicitation of competitive proposals, pursuant to a design criteria package, from those qualified design-build firms and the evaluation of the responses or bids submitted by those firms based on the evaluation criteria and procedures established prior to the solicitation of competitive proposals.
5. For consultation with the employed or retained design criteria professional concerning the evaluation of the responses or bids submitted by the design-build firms, the supervision or approval by the agency of the detailed working drawings of the project; and for evaluation of the compliance of the project construction with the design criteria package by the design criteria professional.
6. In the case of public emergencies, for the agency head to declare an emergency and authorize negotiations with the best qualified design-build firm available at that time.

(10) REUSE OF EXISTING PLANS.—Notwithstanding any other provision of this section, there shall be no public notice requirement or utilization of the selection process as provided in this section for projects in which the agency is able to reuse existing plans from a prior project of the agency, or, in the case of a board as defined in s. 1013.01, a prior project of that or any other board. Except for plans of a board as defined in s. 1013.01, public notice for any plans that are intended to be reused at some future time must contain a statement that provides that the plans are subject to reuse in accordance with the provisions of this subsection.

(11) CONSTRUCTION OF LAW.—Nothing in the amendment of this section by chapter 75-281, Laws of Florida, is intended to supersede the provisions of ss. 1013.45 and 1013.46.

**History.**—ss. 1, 2, 3, 4, 5, 6, 7, 8, ch. 73-19; ss. 1, 2, 3, ch. 75-281; s. 1, ch. 77-174; s. 1, ch. 77-199; s. 10, ch. 84-321; ss. 23, 32, ch. 85-104; s. 57, ch. 85-349; s. 6, ch. 86-204; s. 1, ch. 88-108; s. 1, ch. 89-158; s. 16, ch. 90-268; s. 15, ch. 91-137; s. 7, ch. 91-162; s. 250, ch. 92-279; s. 55, ch. 92-326; s. 1, ch. 93-95; s. 114, ch. 94-119; s. 10, ch. 94-322; s. 868, ch. 95-148; s. 2, ch. 95-410; s. 45, ch. 96-399; s. 38, ch. 97-100; s. 1, ch. 97-296; s. 80, ch. 98-279; s. 55, ch. 2001-61; s. 63, ch. 2002-20; s. 944, ch. 2002-387; s. 1, ch. 2005-224.