

**OKEECHOBEE UTILITY AUTHORITY**  
**MEETING AGENDA**  
**MAY 19, 2022**  
**8:30 A.M.**

1. Call the Meeting to Order
    - Pledge of Allegiance
    - Determination of Voting Members
  2. Agenda Additions or Deletions
  3. Public Hearing – Resolution 22-01 – Budget Amendment #1 & Resolution 22-01
  4. Meeting Minutes from April 21, 2022
  5. **Consent Agenda**
    6. Finance Report
    7. Invoice from Sumner Engineering & Consulting, Inc. – SW 5<sup>th</sup> Avenue LPSS Design and Permitting
    8. Invoice from Sumner Engineering & Consulting, Inc. – Okee-Tantie Utility System Improvements
    9. Invoice from Sumner Engineering & Consulting, Inc. – SW Wastewater Service Area Project (Part B)
    10. Invoice from Sumner Engineering & Consulting, Inc. – SW Wastewater Service Area Project (Part E)
    11. Invoice from Felix Associates Inc. – SWSA Master Pump Station Project
    12. Invoice from Eckler Engineering, Inc. – Pine Ridge Park Utility Improvements
    13. Invoice from MacVicar Consulting, Inc. – Lake Okeechobee System Operating Manual
    14. Invoice from Thorn Run Partners
    15. Accounts to be Written Off
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16. Allocation of FY21 Operating Surplus
  17. Pine Ridge Park Utility System Improvements
  18. SWTP Water Quality Study
  19. SWSA Master Force Main
  20. King's Bay Water Main Extension
  21. SE-2 Land Purchase
  22. Office Property Purchase
  23. Public Comments

24. Items from the Attorney
25. Items from the Executive Director
26. Items from the Board

# **OKEECHOBEE UTILITY AUTHORITY**

## **AGENDA ITEM NO. 1**

**MAY 19, 2022**

Call Meeting to Order

Pledge of Allegiance

Determine Voting Members

	<u>Absent</u>	<u>Present</u>
Melanie Anderson – Board Member	_____	_____
Tommy Clay – Board Member	_____	_____
John Creasman – Chairperson	_____	_____
Jeff Fadley - Alternate	_____	_____
Harry Moldenhauer - Alternate	_____	_____
Steve Nelson – 2 <sup>nd</sup> Vice Chairperson	_____	_____
Tabitha Trent –Vice Chairperson	_____	_____
Glenn Sneider - Alternate	_____	_____

### **FUTURE MEETING OF OUA BOARD**

**June 16, 2022 – 8:30 A.M.**

### **FUTURE HOLIDAYS FOR OUA STAFF**

**Monday – May 30, 2022 – Memorial Day**

**Monday – July 4, 2022 – Independence Day**

**OKEECHOBEE UTILITY AUTHORITY**

AGENDA ITEM NO. 2

MAY 19, 2022

**AGENDA ADDITIONS OR DELETIONS**



# **OKEECHOBEE UTILITY AUTHORITY**

## **AGENDA ITEM NO. 3**

**MAY 19, 2022**

### **FY22 BUDGET AMENDMENT #1 & RESOLUTION 22-01**

Please find Resolution 22-01 attached. An accompany memo is attached with supporting information.

- a. Open the Public Hearing: Resolution 22-01
- b. Presentation of Resolution 22-01
- c. Comments from the Public
- d. Comments from the Board
- e. Close the Public Hearing: Resolution 22-01
- f. Motion to approve Resolution 22-01

### **PROPOSED FY22 BUDGET AMENDMENT #1**

**The proposed Budget Amendment of the Okeechobee Utility Authority's fiscal year FY22 is for the following:**

The FY22 budget had appropriations for various water and wastewater projects. There have been a number of projects that did not match the FY22 budgeted appropriations. This Budget Amendment is to identify budget appropriations to fund the projects.

<b>Capital Projects</b>	<b>\$1,242,022</b>
<b>Funding Sources: Reallocation of approved capital budgets</b>	<b>\$1,117,858</b>
<b>Reallocation of contingency in operating budget</b>	<b>111,664</b>
<b>New funding required from Fire Hydrant Fund</b>	<b><u>12,500</u></b>
<b>Total</b>	<b>\$1,242,022</b>

## Capital Water Projects

### Water Main Installation Projects

1. NW 37 <sup>th</sup> Avenue	\$ 11,000
2. NW 26 <sup>th</sup> Avenue	33,100
3. NW 16 <sup>th</sup> Avenue	43,997
4. SE 8 <sup>th</sup> Street (Conners Gable)	215,802
5. SE 30 <sup>th</sup> St/SE 44 <sup>th</sup> Ave (Brindaban Forest)	3,360
6. SW 11 <sup>th</sup> Street	<u>2,200</u>
	\$ 309,459

### Water Projects

7. GWTP: Purchase of City Property	\$ 32,682
8. GWTP: Potential Purchase of Hamrick Property	<u>98,980</u>
	\$131,662

## Capital Wastewater Projects

### Wastewater Piping

9. SW 5 <sup>th</sup> Ave. Preliminary Engineering	\$ 32,801
10. SW 5 <sup>th</sup> Ave. Engineering Design and Permitting	198,500
11. NW 5 <sup>th</sup> St. (Jail Extension)	<u>64,000</u>
Total	\$ 295,301

### Wastewater Projects

12. Lakeview roadwork	\$ 3,481
13. SW 5 <sup>th</sup> Ave (First Baptist Church)	21,480
14. Potential Purchase of Property contiguous to SE-2	115,000
15. Pine Ridge Park Dumpster Relocation	16,042
16. Pine Ridge Park Demolition	111,664
18. Orange Loop	18,600
17. SW Wastewater Service Area Project 1	<u>44,333</u>
Total	\$330,600

## Administration

19. Potential Purchase of 110 SW 5 <sup>th</sup> Ave & Remodel	\$175,000
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## Detailed Explanation

### **Water Main Installation Projects**

1-4. The first 4 projects totaling \$303,899 started in FY22 and are in process. They are being funded by two of the Water System budgets, the Fire Hydrant fund and the Wastewater Master plan.

5-6. The Brindaban Forest project and the SW 11<sup>th</sup> Street project were started in FY21 and completed in FY22. The FY22 costs were funded by two of the Water System budgets.

### **Water Projects (land acquisition)**

7. The Purchase of the City Commerce Park land provides protection for the GWTP well fields. The purchase occurred November 2021 and the cost of \$32,682 was funded by a portion of the budget appropriation for a Wastewater Master Plan.

8. The potential purchase of the Hamrick Property for the GWTP wellhead protection plan is in the works. The estimated cost for survey, appraisal and purchase price is \$98,980. Funding will be provided by a portion of the original budget appropriation for repaving the entrance road to the WWTP.

### **Wastewater Piping**

9. The SW 5<sup>th</sup> Ave. Preliminary Engineering was an approved unbudgeted project in FY21 and the FY21 cost incurred of \$13,787 was paid by contingency. The FY22 cost incurred of \$32,801 will be paid for by funds appropriate for the WWTP clarifier and for repaving the entrance road to the WWTP.

10. The SW 5<sup>th</sup> Ave. Engineering Design and Permitting is \$198,500 and will be provided by of the original budget appropriation for the WWTP clarifier.

11. Engineering design for the NW 5<sup>th</sup> St. (Jail Extension) project costing \$64,000 has started.

### **Wastewater Projects**

12. The Lakeview WWTF roadwork costing \$3,481 has been completed.

13. The SW 5<sup>th</sup> Ave (First Baptist Church) project costing \$21,480 has been completed and was paid for by the Sewer Repair & Rehab budget.

14. If approved by the Board, the potential purchase of land contiguous to SE-2 will be paid for by \$115,000 of the original appropriation for the Water Master Plan.

15. The Pine Ridge Park Dumpster Relocation project costing \$16,042 will be paid from the original appropriation for the Wastewater Master Plan.

16. The Pine Ridge Park Demolition project at a cost of \$111,664 will be paid from the contingency fund of the Operating Budget.

17. Orange Loop Road consists of 16 lots. The cost to design and permit a wastewater collection system is \$18,600.

18. The SW Wastewater Service Area Project 1 Budget Amendment is for \$36,220 of additional engineering fees and \$8,113 for gopher tortoise relocation.

19. If approved by the Board, this is for the potential purchase of 110 SW 5<sup>th</sup> Ave & remodeling of the building.

Attachment A provides detail as to how the original FY22 Budget Appropriations are being reallocated to fund the above 19 projects for water, wastewater and Administration.

Attachment B is a list of the 19 projects and provides the funding source for each of them. \$65,512 (column C) of the funding was FY21; \$1,242,022 (column J) of the funding is from FY22.

**OUA staff recommends that the OUA Board adopt Resolution 22-01 to approve the FY22 Budget Amendment #1.**

## **RESOLUTION 22-01**

**A RESOLUTION OF THE OKEECHOBEE UTILITY AUTHORITY, OKEECHOBEE, FLORIDA, ADOPTING BUDGET AMENDMENT #1 FOR FISCAL YEAR 2022 (OCTOBER 1, 2021 THROUGH SEPTEMBER 30, 2022); PROVIDING FOR FILING A COPY WITH THE AUTHORITY CLERK AND DIRECTING THAT A COPY BE FURNISHED TO THE CITY OF OKEECHOBEE, FLORIDA AND OKEECHOBEE COUNTY, FLORIDA; AND PROVIDING AN IMMEDIATE EFFECTIVE DATE.**

**WHEREAS**, the OUA Board, in a duly advertised public hearing held May 19, 2022, reviewed, discussed and received comments from staff and the public on adjustments to the appropriations of operating and restricted revenues for fiscal year 2022, a copy of which is attached, and

**WHEREAS**, the budget for fiscal year 2022 made adequate provision for the fees, rates and charges for services provided by the Authority to be sufficient to make all the payments required by the terms of debt instruments issued pursuant to Resolution No. 99-3 dated March 9, 1999, as amended and supplemented, and to continue to provide for the operation and maintenance of the OUA System; and

**WHEREAS**, the First Amendment to Interlocal Agreement Creating the Okeechobee Utility Authority between Okeechobee County and the City of Okeechobee, Florida, requires the Authority Board by September 1, of each year, to adopt its annual budget for the ensuing fiscal year and to forward copies of said annual budget to the County and to the City.

**NOW, THEREFORE, BE IT RESOLVED BY THE OKEECHOBEE UTILITY AUTHORITY AS FOLLOWS:**

1. The attached Budget Amendment #1 for the Okeechobee Utility Authority for the fiscal year 2022 is hereby adopted.
2. A copy of Budget Amendment #1 for fiscal year 2022 shall be filed with the Authority's Clerk and Executive Director and made available for review during normal working hours at the offices of the Okeechobee Utility Authority, pursuant to provisions of Chapter 119, Florida Statutes.
3. A copy of this Resolution and Budget Amendment #1 for fiscal year 2022, pursuant to the First Amendment to Interlocal Agreement, shall be furnished to the City of Okeechobee, Florida, and to Okeechobee County, Florida, by the Authority's Clerk.

4. This Resolution shall take effect immediately upon its adoption.

The passage and adoption of this Resolution was moved by \_\_\_\_\_ and  
seconded by \_\_\_\_\_ and upon being put to a vote, the vote was as follows:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

The Chairman thereupon declared this Resolution duly passed and adopted the 19th day  
of May 2022.

OKEECHOBEE UTILITY AUTHORITY

(SEAL)

By: \_\_\_\_\_  
John Creasman, Chairman

Attest:

\_\_\_\_\_  
John F. Hayford  
Executive Director

The foregoing Resolution is hereby approved by me as to form, language and execution the 19th  
day of May 2022.

\_\_\_\_\_  
Tom W. Conely, III, Attorney

	B	C	D	F	H	I	L	M
108	<b>ATTACHMENT A</b>							
109	<b>Project Name</b>				<b>FY22 Original Budget</b>		<b>Amounts Required by Budget Amendment</b>	<b>Remaining FY22 Budget</b>
110	Admin	Water master plan			175,000		175,000	0
111		Wastewater master plan			175,000		104,622	70,378
112	Admin office rehab				350,000		175,000	175,000
113	Maintenance	New forklift			75,000			75,000
114		Replace maintenance utility truck			\$ 50,000			50,000
115	Water	2 Filter valve actuators			30,000			30,000
116		Ozone Generator Controllers			10,000			10,000
117	WW	Clarifier rebuild			227,800		227,800	0
118		Okee-Tantie Lift Station: new pump & rails			10,000			10,000
119		King's Bay Lift Station			20,000			20,000
120		Entrance road paving work			106,500		106,500	0
121	F.H. Fund				25,000		25,000	0
122	Water Main Install (System Wide) originally \$150k				150,000		50,000	100,000
123	WM repair & replacement originally \$150k				150,000		150,000	0
124	Gravity Sewer Repair & Rehabilitation				50,000		24,961	25,039
125	Manhole Rehabilitations (30 x \$2,400 each)				72,000			72,000
126	Generator- Vac Station #2 150kw				125,000			125,000
127	WWTP Generator				60,000			60,000
128	Engineering replace generators: vac station#2 & WWTP				25,000			25,000
129	Lift station rehabs NW18; SW13; NW4; SE7				58,300			58,300
130	Scada System				25,000			25,000
131	Lift station electrical panels - 7 stations				110,000		78,975	31,025
132	Lift station pump replacements				32,000			32,000
133	Vacuum pump replacement				25,000			25,000
134	Generator - Lift stations (General)				50,000			50,000
135	Approved Capital Budgets				2,186,600		1,117,858	1,068,742
136	Use of contingency in the Operating Budget						111,664	
137	subtotal						1,229,522	
138	Additional Funding From Fire Hydrant Fund						12,500	
139							1,242,022	

A	B	C	D	E	F	G	H	I	J
ATTACHMENT B									
19-May-22									
PROPOSED FY22 BUDGET AMENDMENT #1									
Water		FY21	FY22						
			FH Fund <sup>(1)</sup>	WM Install	WM Repair	WW Master Plan		WW Entrance Road Paving	Funding Required net of FY21
			\$ 37,500	\$150,000	\$150,000	\$ 175,000		106,500	
Water Main									
1 NW 37th Avenue	\$11,000			(\$11,000)					(\$11,000)
2 NW 26th Avenue	\$33,100		(\$7,500)			(\$25,600)			(\$33,100)
3 NW 16th Avenue	\$43,997		(\$15,000)			(\$28,997)			(\$43,997)
4 SE 8th Street (Conners Gables)									
Surveying	\$5,300				(\$5,300)				(\$5,300)
Material Purchase	\$38,480			(\$38,480)					(\$38,480)
Construction	\$141,472		(\$15,000)		(\$126,472)				(\$141,472)
Engineering (Design)	\$14,840				(\$14,840)				(\$14,840)
Engineering (Const Services)	\$15,710					(\$15,710)			(\$15,710)
	\$215,802								
5 SE 30th St/SE 44th Ave	\$37,175	(\$33,815)			(\$3,360)				(\$3,360)
6 SW 11th Street	\$20,110	(\$17,910)		(\$2,200)					(\$2,200)
		(\$51,725)	(\$37,500)	(\$51,680)	(\$149,972)				
Water Projects									
GWTP City Property									
Appraisal	\$0								
7 Purchase	\$32,682					(\$32,682)			(\$32,682)
8 GWTP Hamrick Property									
Appraisal	\$2,900							(\$2,900)	(\$2,900)
Survey	\$500							(\$500)	(\$500)
Purchase	\$95,580							(\$95,580)	(\$95,580)
	\$492,846	(\$51,725)				(\$104,622)			(\$441,121)
(1) Allocated \$7,500 per fire hydrant installed									



				FY21	FY22							
					Operating Budget Contingency	Lift Stations Electrical Panels	Sewer Repair	WW Clarifier	Water Master Plan	www Entrance Road Paving		
	<b>Wastewater</b>					\$110,000	\$50,000	\$227,800	175,000			
	Piping											
	SW 5th Avenue											
9	Engineering (Preliminary)	\$46,588		(\$13,787)				(\$29,300)		(\$3,501)		(\$32,801)
10	Engineering (Design & Permit)	\$198,500						(\$198,500)				(\$198,500)
	Construction	\$0										
11	NW 5th St (Jail Extension)											
	Engineering (Design & Const Serv)	\$4,000								(\$4,000)		(\$4,000)
	Construction	\$60,000							(\$60,000)			(\$60,000)
	<b>Wastewater Projects</b>											
12	Lakeview WWTF Road work	\$3,481					(\$3,481)					(\$3,481)
13	SW 5th Ave (Baptist Church)	\$21,480					(\$21,480)					(\$21,480)
14	SE 2 Property Purchase	\$115,000							(\$115,000)			(\$115,000)
15	PR Park Dumpster Relocation											
	Engineering (Design)	\$2,000				(\$2,000)						(\$2,000)
	Construction	\$14,042				(\$14,042)						(\$14,042)
16	PR Park WWTP Demolition											
	Engineering (Design)	\$9,500		(\$9,500)								(\$9,500)
	Construction	\$102,164		(\$102,164)								(\$102,164)
							(\$24,961)	(\$227,800)	(\$175,000)	(\$7,501)		
				FY21		FY22						
						Lift Stations Electrical Panels	Operating	Operating	Admin Office Rehab			
18	SW WW Service Area Project 1											
	Additional Engineering Fees	\$36,220				(\$36,220)						(\$36,220)
	Gopher Tortoise Relocation	\$8,113				(\$8,113)						(\$8,113)
17	Orange Loop											
	Engineering (Design & Permit)	18,600				(18,600)						(\$18,600)
		\$639,688		(\$13,787)								(\$625,901)
	<b>Total Water &amp; WW FY21 - FY22</b>	\$1,132,534		(\$65,512)						<b>Total Water &amp; WW net of FY21</b>		(\$1,067,022)
	<b>Administration Office Space</b>											
	Potential Purchase of 110 SW 5th											
19	Ave & Remodel	175,000							(175,000)			(175,000)
	<b>Total Water, WW &amp; Admin net of FY21</b>											(\$1,242,022)

# **OKEECHOBEE UTILITY AUTHORITY**

## **AGENDA ITEM NO. 4**

**MAY 19, 2022**

### **MEETING MINUTES**

Attached are copies of the minutes of the meetings held on April 21, 2022.

**Unless the Board determines a correction is required to the minutes, Staff recommends the approval of the meeting minutes from April 21, 2022 as presented.**

**OKEECHOBEE UTILITY AUTHORITY  
MEETING MINUTES**

Thursday, April 21, 2022 8:30 A.M.

Okeechobee Utility Authority

100 SW 5<sup>th</sup> Avenue

Okeechobee, Florida

**Chairperson Creasman called the meeting to order at 8:31 A.M.**

**Chairperson Creasman addressed Agenda Item No. 1, the following Okeechobee Utility Authority Board Members were present:**

**Board Members:**

Melanie Anderson\*

John Creasman\*

Steve Nelson\*

**Alternates:**

Harry Moldenhauer

Glenn Sneider\*\*

**Absent:**

Tommy Clay

Jeff Fadley

Tabitha Trent

\*Voting Board Members

\*\*Voting in Tabitha Trent's Absence

**OUA Members:**

John Hayford

George Gall

Tom Conely

Michelle Willoughby

**Chairperson Creasman determined the voting members and led all participating attendees and visitors in the Pledge of Allegiance.**

**Chairperson Creasman addressed Agenda Item No. 2 'Agenda Additions or Deletions'. Motion by Steve Nelson to accept the Agenda as written. Second by Melanie Anderson. Vote unanimous (4-0), motion carried.**

**Chairperson Creasman addressed Agenda Item No. 3 'Meeting Minutes from March 17, 2022. Motion by Steve Nelson to accept the Meeting Minutes from March 17, 2022 as written. Second by Melanie Anderson. Vote unanimous (4-0), motion carried.**

**Chairperson Creasman addressed Agenda Item No. 4 'Employee Recognition' Chairperson Creasman recognized Steven N. Sieracki for his 30 years of service to the OUA.**

**Chairperson Creasman addressed Agenda Item No. 5 'Consent Agenda' Motion by Steve Nelson to accept the Consent Agenda as follows:**

**Consent Agenda Item No. 6 'Finance Report for the period ending March 31, 2022'**

**Consent Agenda Item No. 7 'Invoice from Sumner Engineering & Consulting, Inc. – Tortoise Relocation in the amount of \$8,112.50'**

**Consent Agenda Item No. 8 'Invoice from Sumner Engineering & Consulting, Inc – SW 5<sup>th</sup> Avenue LPSS Design & Permitting in the amount of \$27,790.00'**

**Consent Agenda Item No. 9 ‘Invoice from Sumner Engineering & Consulting, Inc. – Okee-Tanite Utility System Improvements in the amount of \$29,835.00’**

**Consent Agenda Item No. 10 ‘Invoice from Sumner Engineering & Consulting, Inc – SW - Wastewater Service Area Project (Part B and C) in the amount of \$18,959.03’**

**Consent Agenda Item No. 11 ‘Invoice from Sumner Engineering & Consulting, Inc – SW - Wastewater Service Area Project (Part E) in the amount of \$42,860.88’**

**Consent Agenda Item No. 12 ‘Invoice from Eckler Engineering, Inc. – Pine Ridge Park Utility Improvement in the amount of \$6,003.62’**

**Consent Agenda Item No. 13 ‘Invoice from MacVicar Consulting, Inc. in the amount of \$250.00’**

**Consent Agenda Item No. 14 ‘Invoices from Thorn Run Partners in the amounts of \$3,500.00’**

**Second by Melanie Anderson Vote Unanimous (4-0), motion carried.**

**Chairperson Creasman addressed Agenda Item No. 15 ‘SW 5<sup>th</sup> Avenue Design and Permitting’** Executive Director Hayford discusses that the fee for the design and permitting by Sumner Engineering for a low-pressure sewer system for only the West Residential Area of the SW 5th Avenue septic to sewer project is \$198,500. This expenditure was not contemplated in the FY22 budget. At the last Board meeting staff was directed to find a funding source. Executive Director Hayford discusses that the FY22 budget has allocations for various wastewater projects that total more than \$900,000 and several of these projects can be deferred to FY23. A portion of these budget allocations will be redirected to pay the \$198,500 fee for the SW 5th Avenue design and permitting. This is for informational purposes only.

**Chairperson Creasman addressed Agenda Item No. 16 ‘Connors Gables Construction Inspection’** Executive Director Hayford informs the board that a Notice to Proceed was issued to PRP Construction Group to begin the work on the Connors Gables Water Main Improvements project. Executive Director Hayford informed the board that work will begin on or about the week of April 18-22. Executive Director Hayford discusses that Holtz Consulting Engineers, Inc. has provided a scope of work and fee schedule in the amount of \$15,710.00 to complete the project. **Motion by Steve Nelson to approve the proposal submitted by Holtz Consulting Engineers, Inc. in the amount of \$15,710.00. Second by Melanie Anderson. Vote unanimous (4-0), motion carried.**

**Chairperson Creasman addressed Agenda Item No. 17 ‘Orange Loop Engineering Proposal’** Executive Director Hayford discusses that OUA was approached by a couple lot owners in the subdivision that currently have OUA water available but not sewer. The lot owners are inquiring about have sewer service being installed. Executive Director Hayford contacted the original engineering group that completed the survey and layout as well as completing the water work. The engineering group put together a construction estimate for this project including the engineering design, construction services and contingency money, with an estimated total project cost over approximately \$250,000.00. Executive Director Hayford discusses that this is an unfunded project. Executive Director Hayford advised that letters could be sent to the lot owners explaining the possible

costs of connection per lot and those responses can be brought back to the Board for further consideration. Customers, Ricky Nelson and John Genova were present to address the board. There was a brief discussion. **Motion by Steve Nelson to proceed with Engineering Design and Permitting phase as provided by Johnson-Prewitt & Associates, Inc. in the amount of \$18,600.00. Second by Melanie Anderson. Vote unanimous (4-0), motion carried.**

**Chairperson Creasman addressed Agenda Item No. 18 ‘Recommendation of Award Pine Ridge Park WWTP Demolition’** Executive Director Hayford discusses that the Pine Ridge Park WWTP is the property that the OUA acquired from the Gasden family. The site consists of an abandoned wastewater treatment plant and a pond. The site is currently overgrown with weeds and has become a public nuisance. Executive Director Hayford discusses that when the OUA moves forward with the Pine Ridge Park Utility System this property will be the future site of the vacuum station. This project will require the demolition of the existing abandoned package treatment plant, pump station and other structures, piping and appurtenances on the site. The project requirements also require the contractor to backfill the onsite pond bringing it up to grade and grassing the area. Executive Director Hayford informs the board that the project was publicly bid on March 2, 2022 with bids scheduled to be opened on March 29, 2022. There were only three known plan holders, only one of which submitted a bid. B & B Site Development submitted a bid of \$102,164.00. Executive Director Hayford discusses that B & B Site Development is familiar with the site and they were involved in site development about 10-11 years ago when the OUA took over the Pine Ridge Park Utility System. **Motion by Melanie Anderson to approve the OUA Board Chair to execute the Notice of Award to B & B Site Development. Second by Steve Nelson. Vote unanimous (4-0), motion carried.**

**Chairperson Creasman addressed Agenda Item No. 19 ‘Notice to Proceed – Pine Ridge Park WWTP Demolition’** Executive Director Hayford discusses that the Pine Ridge Park WWTP Demolition project was publicly bid on March 2, 2022 with bids to be received and opened on March 29, 2022. B & B Site Development submitted a bid of \$102,164.00. Executive Director Hayford discusses that based on previous OUA Board action; a Notice of Award was authorized. Executive Director Hayford informs the Board that the engineer has provided to the OUA a recommendation to issue a Notice to Proceed to B & B Site Development for the Pine Ridge Park WWTP Demolition project. **Motion by Steve Nelson to approve the OUA Board Chair or Executive Director to execute the Notice to Proceed for the Pine Ridge Park WWTP Demolition. Second by Melanie Anderson. Vote unanimous (4-0), motion carried.**

**Chairperson Creasman addressed Agenda Item No. 20 ‘SE-2 Land Purchase’** Executive Director Hayford discusses that the property owner has listed this property for sale. The owner reached out to the OUA had any interest in purchasing the property. The OUA has expressed an interest in this lot as a means to provide a buffer next to the OUA owned SE 2 wastewater pump station. The benefit to the OUA would be to provide a setback area away from any noise, light or odor conditions emanating from the SE 2 pump station. Since the development of the parcel to the east of SE 2, the OUA has lost convenient access to the pump station site. Executive Director Hayford discusses that the Okeechobee County Property Appraiser has this parcel (lots 2,3,4 and alleyway Block K) valued at \$53,288. The property owner presented a counteroffer of \$105,000.00. Executive Director Hayford discusses the prior to the OUA purchase of this parcel, OUA staff would obtain an independent appraisal to confirm a current marketable value. **Motion by Steve Nelson to authorize Executive Director to obtain appraisal and enter into discussion with landowner for purchase and bring**

**back to the board for approval. Second by Melanie Anderson. Vote unanimous (4-0), motion carried.**

**Chairperson Creasman addressed Agenda Item No. 21 ‘SWSA MPS Site Civil – Project Closeout’** Executive Director Hayford discusses the contractor (B & B Site Development) initiated work after the NTP was issued on January 24, 2022. Project work met the substantial completion date as well as the final completion date of March 25, 2022. Major work items completed were tree removal, underbrush, perimeter fence construction, entrance road construction and driveway. Executive Director Hayford discusses that during the course of the project, there were no additions or deletions of minor work items so the Owner Allowance remained at the conclusion of the work. To delete this work item, the engineer prepared Change Order No. 1 to remove \$10,000. **Motion by Steve Nelson to approve Change Order # 1 in the amount of \$10,000.00. Second by Melanie Anderson. Vote unanimous (4-0), motion carried.**

Executive Director Hayford discusses final payment application that was submitted by B & B Site Development in the amount of \$76,814.16. **Motion by Steve Nelson to approve Pay Application #2 in the amount of \$76,814.16. Second by Melanie Anderson. Vote unanimous (4-0), motion carried.**

**Chairperson Creasman addressed Agenda Item No. 22 “Pine Ridge Park Utility Improvements”** Executive Director Hayford discusses the bids were received on April 11, 2022. There were only two bids received.

- \$ 5,143,000.00 Hinterland Group, Inc.
- \$ 5,962,854.80 Amici Engineering Contractors

The final engineering estimate of probable construction costs was \$ 4,279,000, or 83% less than the lowest bid. Executive Director Hayford discusses that since bid opening, Eckler Engineering has reached out to the low bidder to conduct a value engineering study of the project to determine if changes could be made or clarifications added to minimize the bid difference. Initially, the difference has been attributed to the volatile construction market and the delays accounted to project startup leading to even more cost increases. Executive Director Hayford informs the board that OUA staff and engineering staff will continue to work on this separation of pricing. If a mutually agreeable price is reached, then a Notice of Award will be brought to the OUA Board for consideration. Else, if a price cannot be reached, then a recommendation to reject all bids will be returned to the OUA Board. The project will be modified and publicly rebid. There was a brief discussion.

**Chairperson Creasman addressed Agenda Item No. 23 ‘Public Comments’** There were none

**Chairperson Creasman addressed Agenda Item No. 24 ‘Items from the Attorney’** There were none

**Chairperson Creasman addressed Agenda Item No. 25 ‘Items from the Executive Director’** Executive Director Hayford gave an update on current projects. Finance Director Gall introduces Lauriston Hamilton as the new Finance Director.

**Chairperson Creasman addressed Agenda Item No. 26 ‘Items from the Board’** John Creasman discusses the topic of purchasing the Bail Bonds building next to the OUA offices for expansion.

Executive Director Hayford informs the board that the owner was probably not interested in selling the property. Executive Director Hayford is exploring the options of having a contractor to evaluate the current building. Steve Nelson suggests that the OUA consider looking for a new building.

**There being no other business, meeting adjourned at 9:27 A.M.**

PLEASE TAKE NOTICE AND BE ADVISED that if a person decided to appeal any decision made by the Okeechobee Utility Authority with respect to any matter considered at this meeting, he/she may need to ensure that verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is to be based. A CD recording of this meeting is on file in the Executive Director's office.

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Chairperson

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Executive Director (Secretary)

# **OKEEHOBEE UTILITY AUTHORITY**

## **AGENDA ITEM NO. 5**

**MAY 19, 2022**

### **CONSENT AGENDA**

1. Pull items for discussion from Consent Agenda.
2. Items pulled from Consent Agenda will be discussed at the end of Agenda.
3. Unless noted all Consent Agenda items are recommended for approval.
4. Motion to approve items on Consent Agenda as follows:

#### **Agenda**

6. Finance Report
7. Invoice from Sumner Engineering & Consulting, Inc. – SW 5<sup>th</sup> Avenue LPSS Design and Permitting
8. Invoice from Sumner Engineering & Consulting, Inc. – Okee-Tantie Utility System Improvements
9. Invoice from Sumner Engineering & Consulting, Inc. – SW Wastewater Service Area Project (Part B)
10. Invoice from Sumner Engineering & Consulting, Inc. – SW Wastewater Service Area Project (Part E)
11. Invoice from Felix Associates, Inc. – SWSA Master Pump Station
12. Invoice from Eckler Engineering, Inc. – Pine Ridge Park Utility Improvements
13. Invoice from MacVicar Consulting, Inc. – Lake Okeechobee System Operating Manual
14. Invoice from Thorn Run Partners
15. Accounts to be Written Off



**OKEECHOBEE UTILITY AUTHORITY**

AGENDA ITEM NO. 6

MAY 19, 2022

**CONSENT AGENDA**

**FINANCE REPORT**

Attached for your review is a copy of the Finance Report for the period ending April 30, 2022.

# **Okeechobee Utility Authority**

## **Finance Report**

### **Fiscal Year 2022**

**As of                      The Period Ending                      April 30, 2022**

OKEECHOBEE UTILITY AUTHORITY  
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Okeechobee Utility Authority  
Executive Summary  
Prepared by Finance Director

For the first seven months of fiscal year 2022, actual YTD operating revenues as at April was \$6,941,548 versus \$6,516,992 for the same period last year which represent an increase of \$424,556 or 6.5% on year over year result. This is also true, when YTD operating revenue is compared with YTD budget where a similar positive difference of \$417,513 is recorded for YTD revenue versus YTD budgeted revenue. While YTD operating expenses are marginally higher than previous year's amount by \$143,505, it should be noted that when compared with YTD budget, expenses are tracking \$842,994 lower than budget. Restricted revenues of \$157,452 this year is significantly lower than previous years report by \$271,990, due to decline in WW CC Fee (Infill) from \$137,349 this year compare to YTD April '22 when \$48,966 was recorded.

**OKEECHOBEE UTILITY AUTHORITY  
FINANCIAL SUMMARY COMPARISON**

	Operating Revenues				Operating Expenses				Cumulative YTD Operating Budget Variance	Restricted Revenues				Cumulative YTD Restricted Budget Variance
	Actual YTD FY21	Actual YTD FY22	Budget YTD FY22	% Variance (FY 22 vs FY 21)	Actual YTD FY21	Actual YTD FY22	Budget YTD FY22	% Variance (FY 22 vs FY 21)		Actual YTD FY 21	Actual YTD FY 22	Budget YTD	% Variance	
Oct-21	897,718	952,107	933,685	6.1%	487,324	304,448	665,215	-37.5%	379,189	31,412	16,943	10,239	65.5%	6,704
Nov-21	1,897,055	1,932,264	1,867,370	1.9%	924,651	856,789	1,330,431	-7.3%	538,536	53,629	37,265	20,478	82.0%	16,787
Dec-22	2,801,055	2,839,735	2,801,055	1.4%	1,654,365	1,578,441	1,995,646	-4.6%	455,885	124,562	57,320	30,716	86.6%	26,604
Jan-22	3,676,602	3,889,449	3,728,020	5.8%	2,158,028	2,064,469	2,660,861	-4.3%	757,821	176,235	73,453	47,675	54.1%	25,778
Feb-22	4,641,896	4,938,079	4,660,025	6.4%	2,633,720	2,643,709	3,326,076	0.4%	960,421	194,229	118,145	59,594	98.2%	58,551
Mar-22	5,582,966	5,966,092	5,592,030	6.9%	3,195,556	3,283,129	3,991,292	2.7%	1,082,225	209,176	135,895	71,513	90.0%	64,382
Apr-22	6,516,992	6,941,548	6,524,035	6.5%	3,670,008	3,813,513	4,656,507	3.9%	1,260,507	271,990	157,452	83,432	88.7%	74,020
May-22														
Jun-22														
Jul-22														
Aug-22														
Sep-22														

Respectful

  
Lauriston Hamilton

**Okeechobee Utility Authority**  
**FY 2022 Finance Report for April 30, 2022**  
**The Period Ending**

**OPERATING REVENUE FUND**

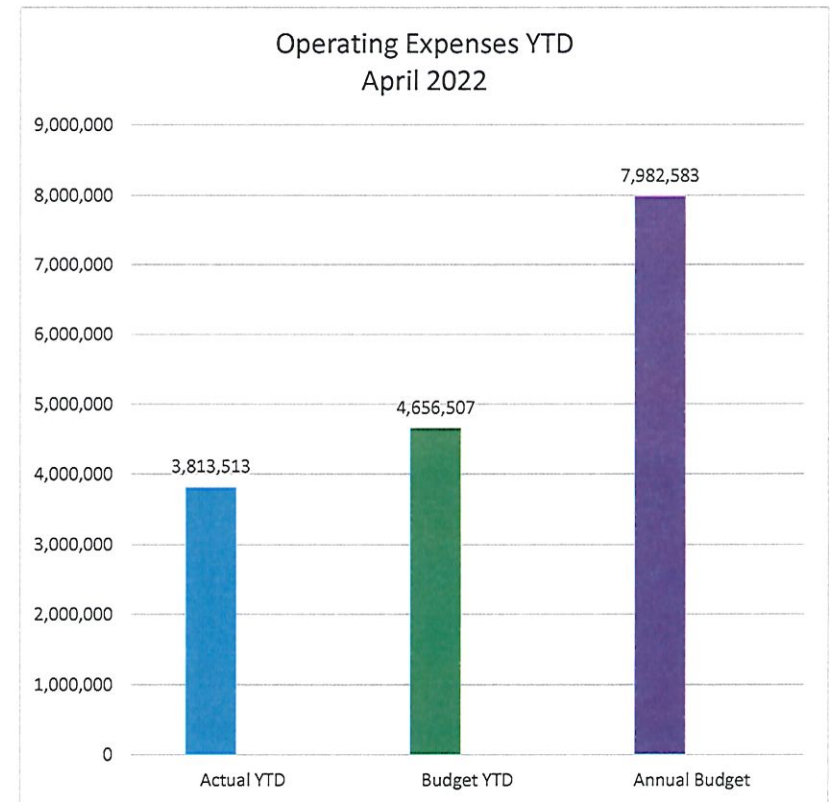
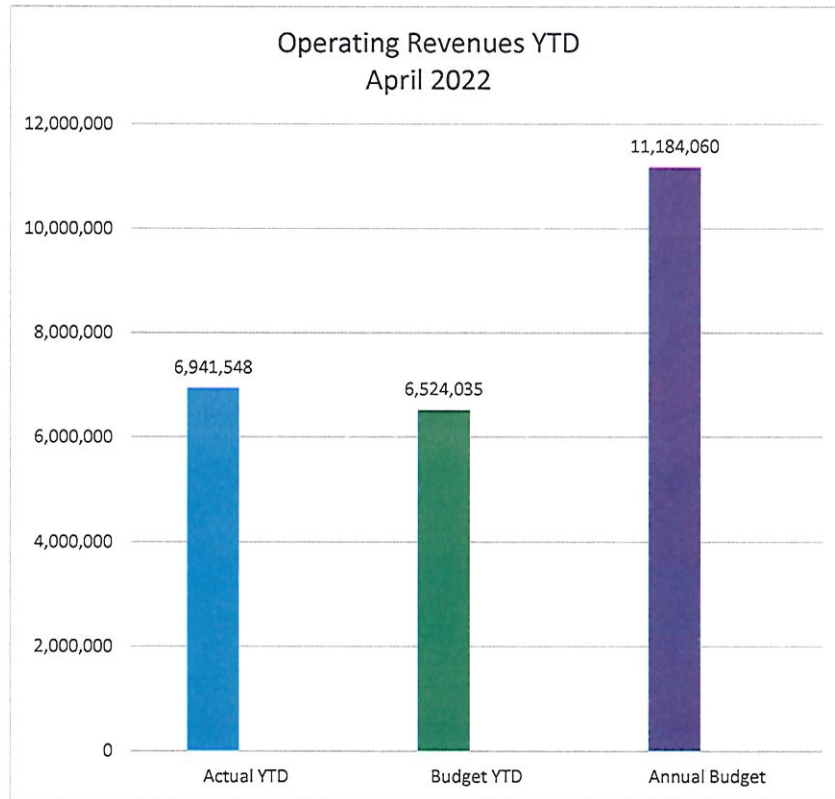
	<b>Actual YTD</b>	<b>Budget YTD</b>	<b>\$ Variance</b>	<b>% Variance</b>
<b>OPERATING REVENUE:</b>				
Water	\$ 4,121,366	\$ 3,898,675	\$ 222,691	5.7%
Sewer	\$ 2,554,645	2,415,999	138,646	5.7%
Other Operating Revenue (see detail on page 16)	\$ 265,536	209,361	56,176	26.8%
Total Operating Revenue Received	<u>\$ 6,941,548</u>	<u>\$ 6,524,035</u>	<u>\$ 417,513</u>	<u>6.4%</u>
<b>OPERATING EXPENSES:</b>				
Water	\$ 815,959	\$ 987,050	\$ 171,091	17.3%
Wastewater	\$ 580,346	664,475	84,129	12.7%
Meter Readers	\$ 139,583	161,899	22,315	13.8%
Maintenance	\$ 1,206,846	1,428,929	222,084	15.5%
Administration Operating	\$ 669,984	791,341	121,357	15.3%
General & Admin.	\$ 400,796	535,313	134,518	25.1%
Contingency Expense	\$ -	87,500	87,500	0.0%
Total Operating Expenses Paid (3) (4) (5) (6)	<u>\$ 3,813,513</u>	<u>\$ 4,656,507</u>	<u>\$ 842,994</u>	<u>18.1%</u>
<b>Net Operating Income</b>	<u>\$ 3,128,035</u>	<u>\$ 1,867,528</u>	<u>\$ 1,260,506</u>	<u>67.5%</u>

**RESTRICTED REVENUE FUNDS**

<b>RESTRICTED REVENUE FUNDS RECEIVED:</b>				
Fire Hydrant Fund Fee	\$ 55,035	\$ 50,890	\$ 4,145	8.1%
Water CC Fees (infill)	\$ 44,619	6,081	38,538	633.7%
WW CC Fees (infill)	\$ 48,966	5,670	43,296	763.6%
Operating Account Interest	\$ 5,171	11,444	(6,274)	0.0%
Payroll Account Interest	\$ 136	316	(181)	0.0%
Restricted Interest Income	\$ 3,526	9,030	(5,504)	-61.0%
<b>TOTAL RESTRICTED REVENUE (1) (2)</b>	<u>\$ 157,452</u>	<u>\$ 83,432</u>	<u>\$ 74,020</u>	<u>88.7%</u>
<b>NON-OPERATING EXPENSES:</b>				
Debt service interest expense	\$208,165	\$208,165	0	0.0%
Non-cash depreciation & amortization	\$1,556,243	\$1,582,350	26,108	1.6%
<b>NET REVENUE BEFORE ITEMS BELOW</b>	<u>\$ 1,521,079</u>	<u>\$ 160,445</u>	<u>\$ 1,308,419</u>	<u>815.5%</u>

**NOTES:** Above Revenue and Expense does not include the following:

	<b>Actual YTD</b>	<b>Annual Budget</b>	<b>Variance</b>
(1) Grant funds & state appropriations of:	\$0		
(2) Contributed capital of:	\$32,358		
(3) Debt service principal payments of:	\$1,032,166	\$2,073,096	
(4) Net Construction In Progress (CIP) Expenditures of:	\$655,857		

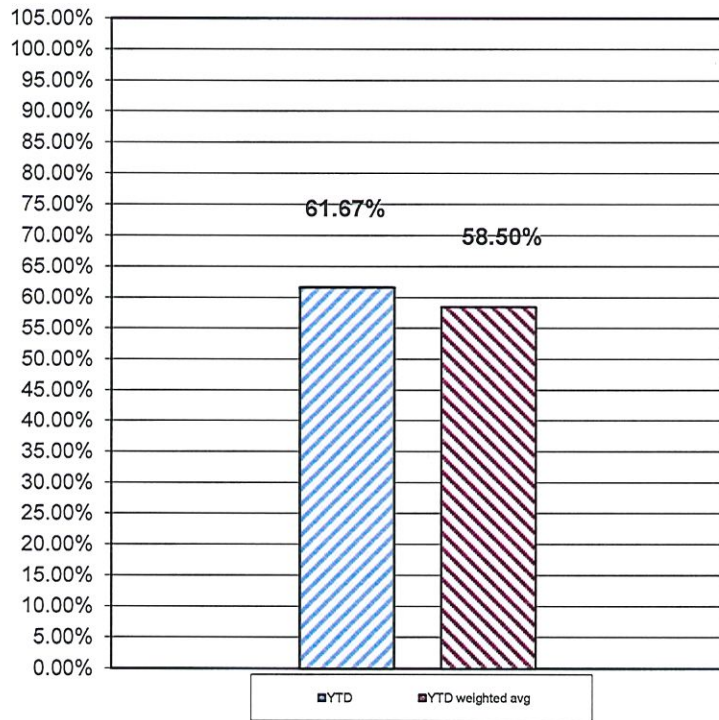


<p align="center"><b>Current FY-22 Water and Sewer Utility Revenue</b></p> <p align="center"><b>Monthly &amp; YTD Revenue and Difference from 4Yr Weighted Average (in \$)</b></p>
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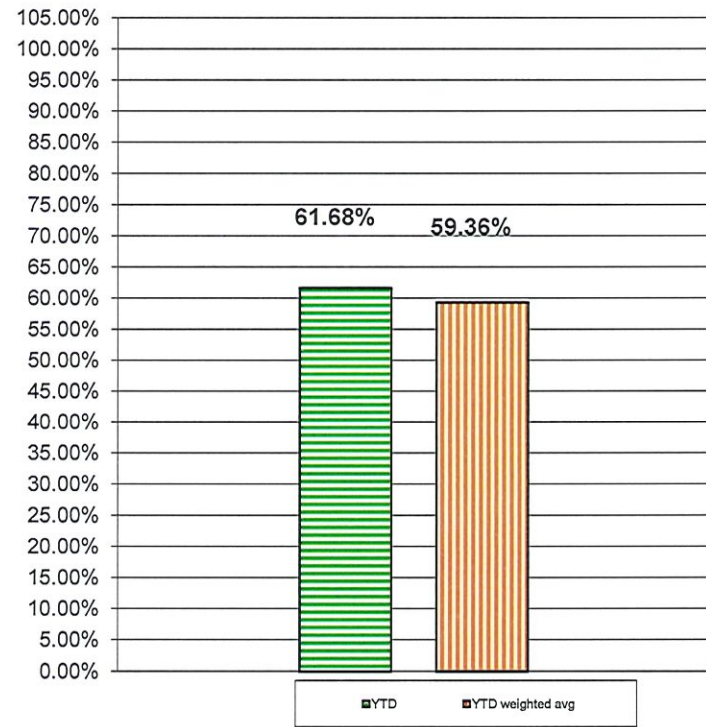
WATER UTILITY REVENUE:			Monthly \$ Difference From 4 Year Weighted Average of	% Current YTD To Budget	4 Yr Weighted Average %
Period		YTD	\$ 6,353,369	Water Revenue \$6,683,443	
Oct.	\$ 574,183	574,183	\$ 70,168	8.59%	7.97%
Nov.	\$ 588,819	1,163,002	\$ 69,267	17.40%	15.85%
Dec.	\$ 537,151	1,700,153	\$ 23,738	25.44%	23.85%
Jan.	\$ 622,267	2,322,420	\$ 99,324	34.75%	32.49%
Feb.	\$ 612,161	2,934,581	\$ 74,069	43.91%	40.99%
Mar.	\$ 600,017	3,534,598	\$ 63,445	52.89%	49.40%
Apr.	\$ 586,768	4,121,366	\$ 28,322	61.67%	58.50%
SEWER UTILITY REVENUE:			Monthly \$ Difference From 4 Year Weighted Average of	% Current YTD To Budgeted Sewer Revenue	
			\$ 3,918,848	\$4,141,713	
Oct.	\$ 345,403	345,403	\$ 27,060	8.34%	8.17%
Nov.	\$ 358,045	703,448	\$ 30,170	16.98%	16.15%
Dec.	\$ 334,864	1,038,312	\$ 9,856	25.07%	24.43%
Jan.	\$ 388,267	1,426,579	\$ 66,339	34.44%	33.12%
Feb.	\$ 391,433	1,818,012	\$ 49,403	43.90%	41.82%
Mar.	\$ 383,868	2,201,880	\$ 54,916	53.16%	50.30%
Apr.	\$ 352,765	2,554,645	\$ 6,352	61.68%	59.36%

# **WATER AND SEWER REVENUE COMPARISON** **YEAR TO DATE vs 4 YEAR WEIGHTED AVERAGE YEAR TO DATE**

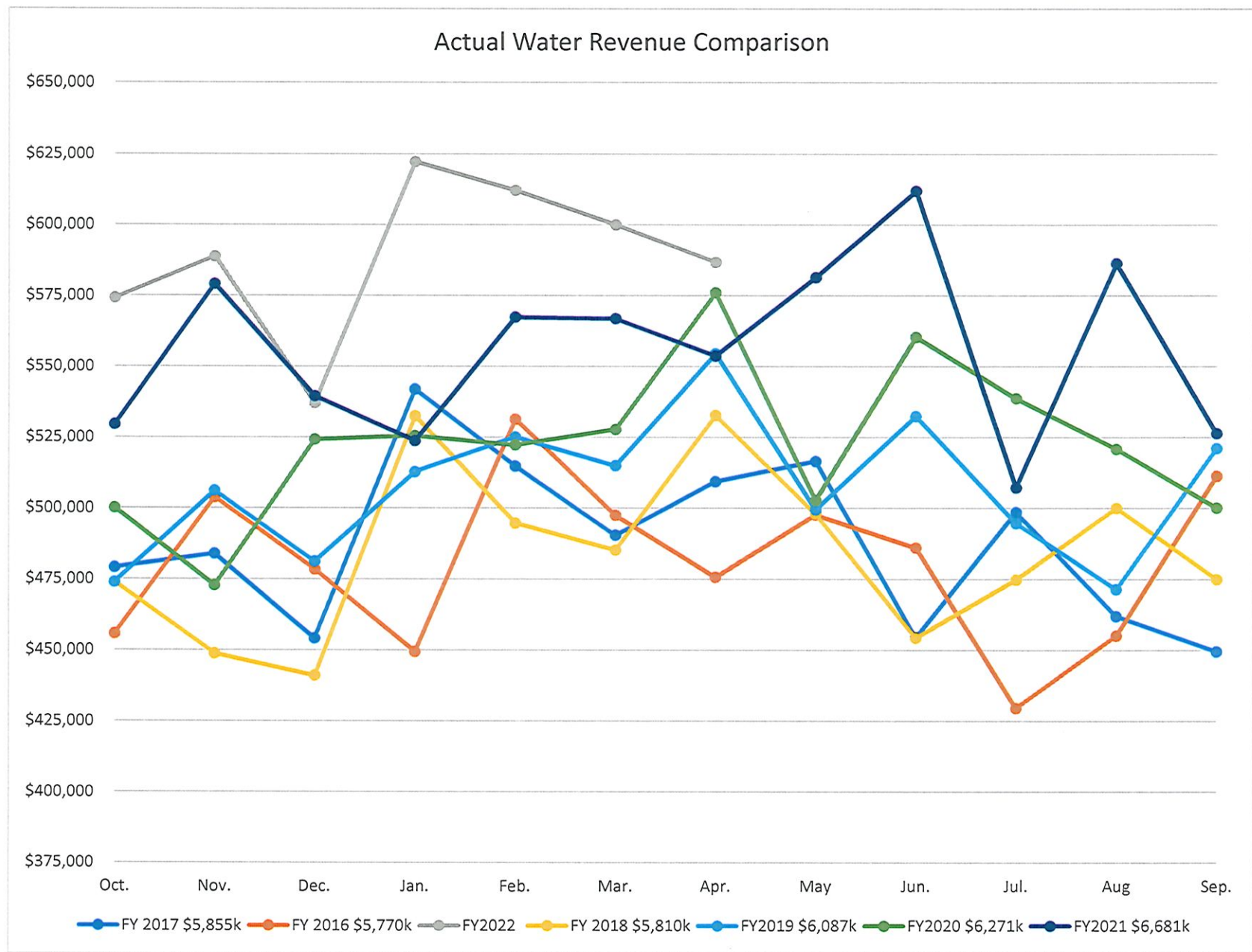
**WATER REVENUE COMAPRISON**  
**YTD vs 4 YR WEIGHTED AVERAGE YTD**  
**APRIL 2022 FY-22**

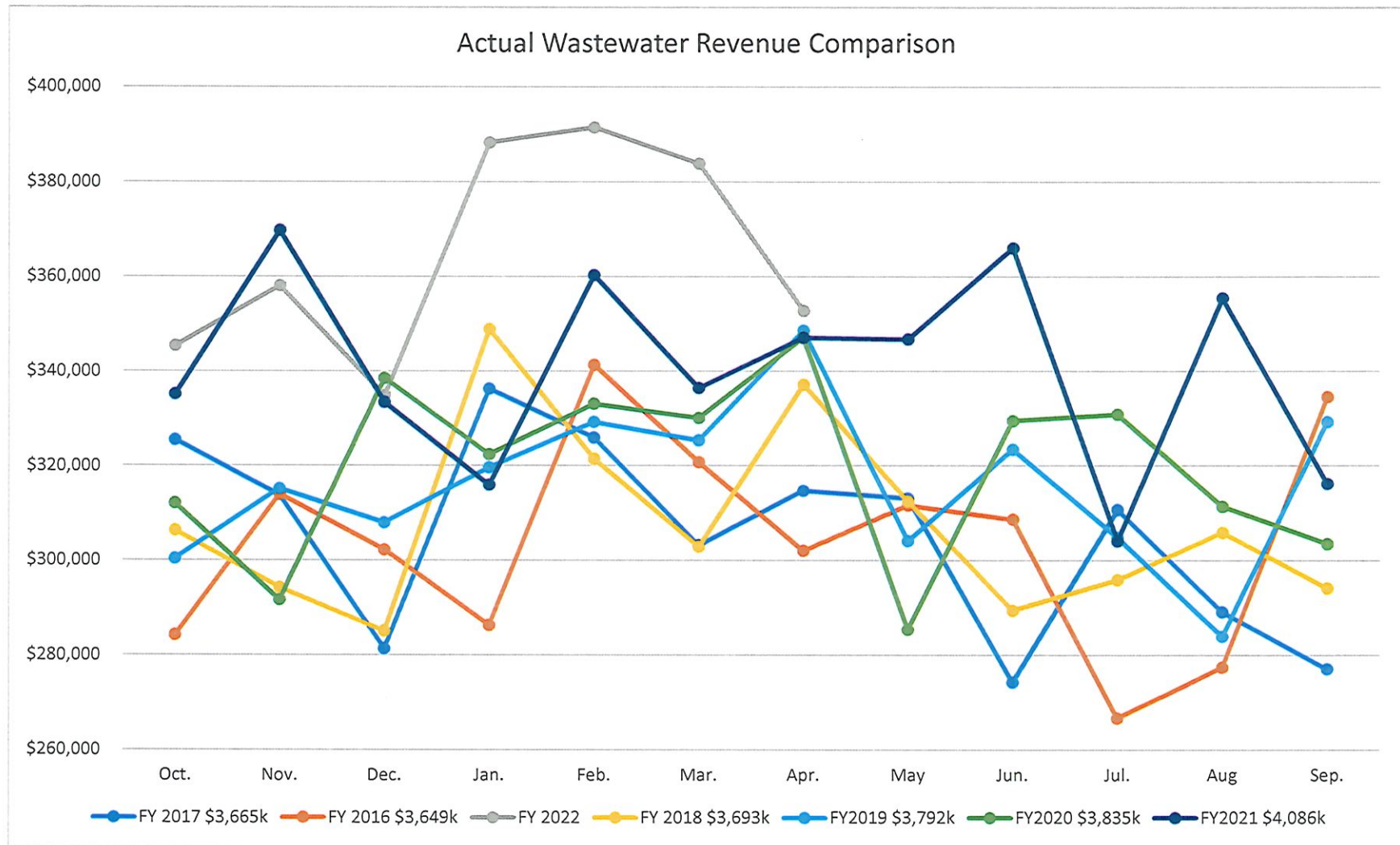


**SEWER REVENUE COMAPRISON**  
**YTD vs 4 YR WEIGHTED AVERAGE YTD**  
**APRIL 2022 FY-22**





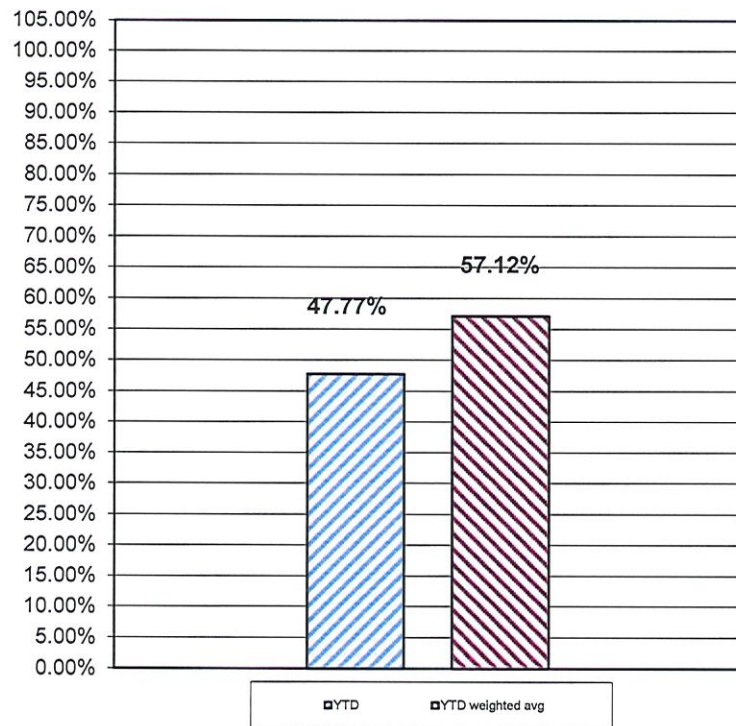




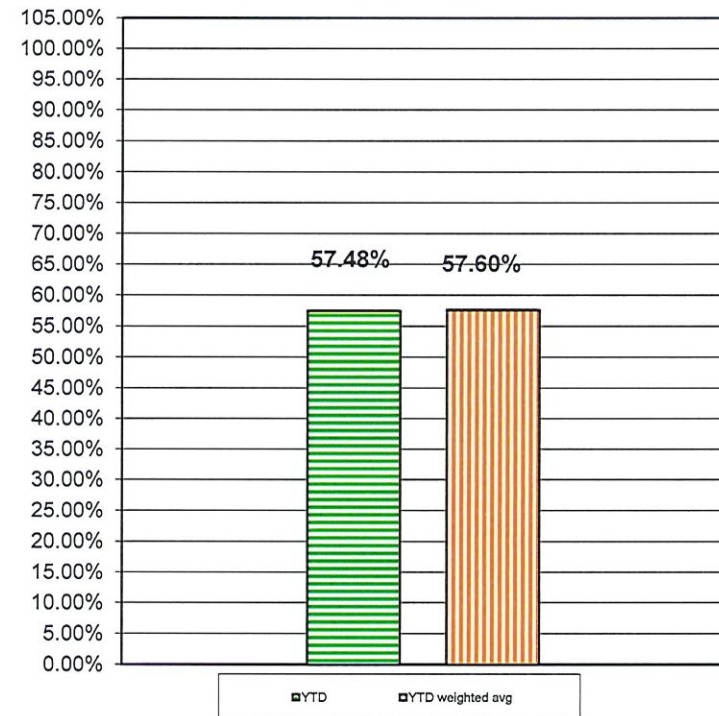
**Current FY-22 Operating & Non-Operating Expenses,  
Monthly & YTD Expense and Difference from 4Yr Weighted Average (in \$)**

			\$ Difference For the Month	% Current YTD To Budgeted	4 Yr Weighted
			From 4 Year Weighted Avg of	Operating Exp.	Average
OPERATING EXPENSES:			\$ 6,484,908	\$7,982,583	
Period		YTD			
Oct.	\$ 304,448	\$ 304,448	\$ (137,422)	3.81%	6.78%
Nov.	\$ 552,341	\$ 856,789	\$ 85,300	10.73%	14.34%
Dec.	\$ 721,652	\$ 1,578,441	\$ 108,757	19.77%	22.82%
Jan.	\$ 486,028	\$ 2,064,469	\$ (85,873)	25.86%	31.94%
Feb.	\$ 579,240	\$ 2,643,709	\$ 70,467	33.12%	40.05%
Mar.	\$ 639,420	\$ 3,283,129	\$ 65,798	41.13%	50.00%
Apr.	\$ 530,384	\$ 3,813,513	\$ 20,634	47.77%	57.12%
			\$ Difference For the Month	% Current YTD To Budgeted	
			From 4 Year Weighted Avg of	Non-Oper. Exp.	
NON-OPERATING EXPENSES:			\$ 3,151,769	\$3,069,454	
Oct.	\$ 251,996	\$ 251,996	\$ (4,911)	8.21%	8.20%
Nov.	\$ 251,996	\$ 503,992	\$ (2,594)	16.42%	16.40%
Dec.	\$ 251,996	\$ 755,988	\$ (3,793)	24.63%	24.70%
Jan.	\$ 251,997	\$ 1,007,985	\$ (3,770)	32.84%	32.99%
Feb.	\$ 251,996	\$ 1,259,981	\$ (4,080)	41.05%	41.20%
Mar.	\$ 251,996	\$ 1,511,977	\$ (5,018)	49.26%	49.42%
Apr.	\$ 252,430	\$ 1,764,407	\$ (1,093)	57.48%	57.60%

OPERATING EXPENSES COMAPRISON  
YTD vs 4 YR WEIGHTED AVERAGE YTD  
APRIL 2022 FY-22



NON-OPERATING EXPENSES COMAPRISON  
YTD vs 4 YR WEIGHTED AVERAGE YTD  
APRIL 2022 FY-22

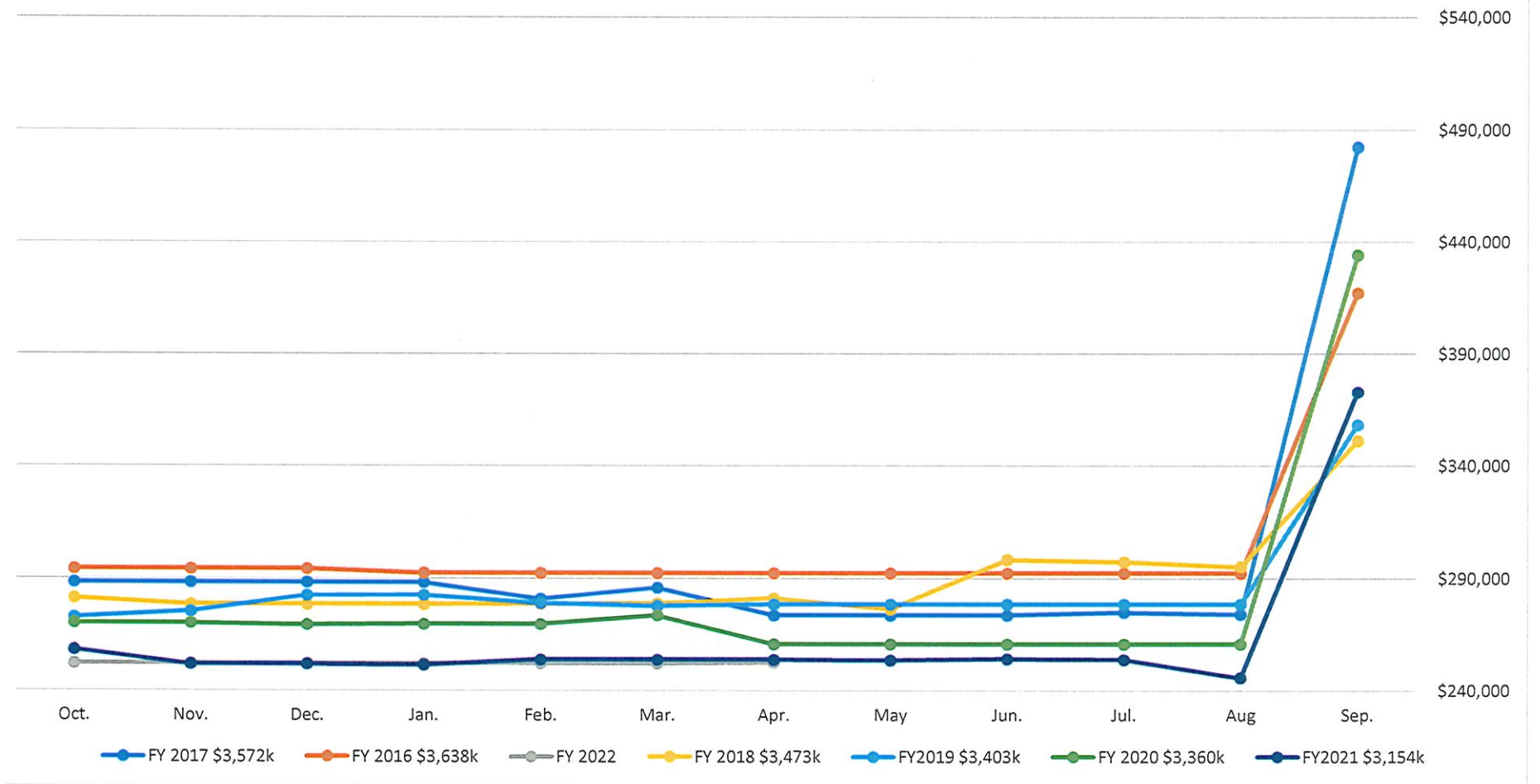




# Actual Operating Expense Comparison



# Actual Non Operating Expense Comparison



	A	X	Z	AA	AC
88					
89	<b>Okeechobee Utility Authority</b>	<b>Audit</b>		<b>OUA prepared</b>	<b>OUA prepared</b>
90	<b>Statement of Cash Flows</b>				
91	<b>Basis of Accounting</b>	<b>Accrual Basis for Revenues</b>		<b>Accrual Basis for Revenues</b>	<b>Accrual Basis for Revenues</b>
92		<b>Accrual Basis for Expenses</b>		<b>Accrual Basis for Expenses</b>	<b>Cash Basis for Expenses</b>
93					
94		<b>Sept 30, 2020</b>		<b>Sept 30, 2021</b>	<b>APRIL 30, 2022</b>
95		<b>12 Months</b>		<b>12 Months</b>	<b>7 Months</b>
96					
97	<b>Cash Flows from Operations</b>				
98	Operating Income	1,053,235		2,594,121	1,567,727
99	Depreciation & Amortization	2,746,474		2,630,852	1,556,243
100	Increase (decrease) in cash from changes in accounts receivable and grants receivable	(416,787)		(447,864)	1,050,279
101	Increase (decrease) in cash from changes in accounts payable	(394,791)		15,521	(525,777)
102	Increase (decrease) in cash from changes in other assets	372,929		(1,438,669)	(181,980)
103	Increase (decrease) in cash from changes in other liabilities	(388,909)		1,091,556	(2,044)
104	<b>Cash provided (used) by operations</b>	<b>2,972,151</b>		<b>4,445,517</b>	<b>3,464,447</b>
105					
106	<b>Cash Flows from Nonoperating Revenues/Expenses</b>				
107	Fire Hydrant fees	84,401		85,215	55,035
108	Capital connection fees	97,282		230,218	93,585
109	Interest revenue	157,694		47,914	8,833
110	Debt issuance costs	(55,500)		0	0
111	Interest expense	(613,093)		(523,113)	(208,165)
112	<b>Cash provided (used) by nonoperating activities</b>	<b>(329,216)</b>		<b>(159,766)</b>	<b>(50,713)</b>
113					
114	<b>Cash Flows from Capital and Financing Activities</b>				
115	Purchase of equipment, computer hardware, & technology equipment	(342,552)		(477,118)	(92,489)
116	Construction in progress	(4,913,908)		(2,488,124)	(718,759)
117	Acquisition of land, easements and related costs	(252,195)		(34,500)	(45,704)
118	Sale of land and or equipment	8,610		29,501	0
119	Gain (Loss) on sale of land and equipment	2,310		37,022	4,065
120	Bond principal payments	(1,287,391)		(2,028,142)	(1,032,166)
121	Grant revenue & FEMA reimbursement	1,154,965		1,497,834	-
122	Capital contributions from developers	224,430		78,020	32,358
123	<b>Cash provided (used) by capital / financing activities</b>	<b>(5,405,731)</b>		<b>(3,385,507)</b>	<b>(1,852,695)</b>
124					
125	<b>Net increase (decrease) in cash and investments</b>	<b>(2,762,796)</b>		<b>900,244</b>	<b>1,561,040</b>
126	<b>This unaudited cash flow statement is subject to adjustments.</b>				
127	<b>The unaudited balance sheet on pages 13 &amp; 14 is subject to adjustments.</b>				

**OKEECHOBEE UTILITY AUTHORITY**  
**Statement of Net Assets**  
**April 30, 2022**

**ASSETS**

**CURRENT ASSETS**

Cash and cash equivalents	\$ 3,081,130.82
Unrestricted assets:	
Investments	0.00
Interest receivable	0.00
Grants receivable	
Restricted assets:	
Cash and cash equivalents	8,583,161.79
Investments	0.00
Interest receivable	0.00
Receivables:	
Accounts receivable	1,465,982.31
less allowance for uncollectible accounts	-178,412.82
Inventories	604,769.26
Prepaid Expenses	213,793.17
Total current assets	<u>13,770,424.53</u>

**NONCURRENT ASSETS**

**Capital assets:**

Land	2,823,526.69
Utility plants, buildings and equipment	<u>106,564,177.29</u>
	109,387,703.98
Less accumulated depreciation	<u>-50,439,577.00</u>
	58,948,126.98
Construction in progress	<u>3,526,151.29</u>
Total capital assets	<u>62,474,278.27</u>

**Other Assets:**

Net Pension Asset	1,904,107.00
-------------------	--------------

**Deferred Charges:**

Deferred Pension Outflows - Actuarial and Prepaid	138,282.00
Deferred loss on bond refunding, net	<u>553,788.00</u>
Total Deferred charges:	692,070.00

Total noncurrent assets	<u>65,070,455.27</u>
-------------------------	----------------------

<b>TOTAL ASSETS</b>	<u><u>\$ 78,840,879.80</u></u>
---------------------	--------------------------------



## LIABILITIES AND NET ASSETS

### CURRENT LIABILITIES

Accounts payable	\$	19,167.03
Accrued expenses		3,792.12
Due to other governments		19,422.40
Bonds payable (current)		1,040,929.69
Accrued compensated absences (current)		297,007.93
Payable from restricted assets		
Accrued interest		28,704.33
Customer Deposits		692,390.49
Total current liabilities		<u>2,101,413.99</u>

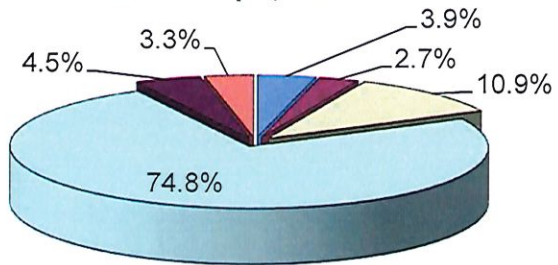
### NONCURRENT LIABILITIES

Long-term portion of bonds payable, net		16,922,603.84
Accrued OPEB payable		45,523.00
Net Pension Liability		0.00
Deferred Pension Inflow from Actuarial Calculation		1,641,218.00
Unearned revenues:		
Developer agreements		424,402.36
Total noncurrent liabilities		<u>19,033,747.20</u>
TOTAL LIABILITIES		<u>21,135,161.19</u>

### NET POSITION

Invested in capital assets, net of related debt		44,731,657.00
Restricted for capital projects		2,361,411.00
Restricted for debt service		481,018.00
Restricted for Rate Stabilization		1,339,359.00
Restricted for Pension Benefits		1,904,107.00
Unrestricted		5,334,728.88
YTD Surplus of Revenue over Expenses		1,553,437.73
Total net position		<u>57,705,718.61</u>
TOTAL LIABILITIES AND NET POSITION	\$	<u>78,840,879.80</u>

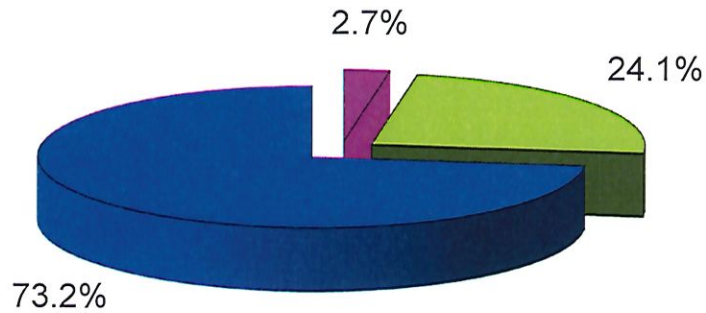
Assets - April, 2022



■ Cash	■ AR, Inventory & Prepaid
□ Restricted Cash	□ Fixed Assets
■ Construction in Progress	■ Other Assets (Deferred Charges)

Cash	3,081,131	3.9%
AR, Inventory & Prepaid	2,106,132	2.7%
Restricted Cash	8,583,162	10.9%
Fixed Assets	58,948,127	74.8%
Construction in Progress	3,526,151	4.5%
Other Assets (Deferred Charges)	2,596,177	3.3%
<b>Total Assets</b>	<b>78,840,880</b>	

Liabilities & Equity April, 2022



■ Current Liabilities	■ Noncurrent Liabilities	■ Equity - Net Assets
-----------------------	--------------------------	-----------------------

Current Liabilities	2,101,414	2.7%
Noncurrent Liabilities	19,033,747	24.1%
Equity - Net Assets	57,705,719	73.2%
<b>Total Liab &amp; Equity</b>	<b>78,840,880</b>	

Okeechobee Utility Authority  
Detail of April 30, 2022 Other Operating Revenue  
Data Per General Ledger Account Balances For Finance Report

		Actual Amount YTD	Amount Per Budget YTD	\$ Variance From Budget YTD
Accounts included in Other Operating Revenue:				
Install Fees-Water		\$ 18,339	\$ 3,865	\$ 14,474
Private Fire Protection		\$ 50,265	47,360	2,905
Turn on/off Fees		\$ 35,794	37,071	(1,278)
Other Revenue-Water	A	\$ 8,654	9,745	(1,091)
Install Fees-Sewer		\$ 4,288	3,710	578
Kings Bay Sewer Maint. Fees		\$ 11,371	6,323	5,048
Other Revenue-Sewer	B	\$ 1,440	1,427	13
Penalties & Late Charges		\$ 74,369	75,170	(801)
Gain/Loss Sale of Assets	C	4,065	0	4,065
Ag Land Lease		\$ 3,515	0	3,515
Merchant & Misc. Revenue	D	\$ 53,437	24,689	28,748
Totals		<u>\$ 265,536</u>	<u>\$ 209,361</u>	<u>\$ 56,176</u>

- A Other Revenue-Water includes:
  - Water service inspection fees
  - Backflow prevention fees
  - After hours charges
  - Meter relocation charges
  - Bench test charges
- B Other Revenue-Sewer includes:
  - Wastewater service line inspection fees
- C Gain/Loss on Sale of Assets
- D Miscellaneous Revenue includes:
  - Administration charges
  - Charges for damage and repair to system:
    - Parts and labor used
    - Equipment charges

**OKEECHOBEE UTILITY AUTHORITY**

**AGENDA ITEM NO. 7**

**MAY 19, 2022**

**CONSENT AGENDA**

**INVOICES FROM SUMNER ENGINEERING & CONSULTING, INC. – SW 5<sup>TH</sup> AVENUE  
LPSS DESIGN & PERMITTING**

Please find attached the invoice in the amount of \$33,745.00 submitted by Sumner Engineering & Consulting, Inc. Staff is aware of the work currently being done by Sumner Engineering & Consulting, Inc. and is in agreement with this request.

Invoice Date	Pay Request No.	Date Paid	Amt. Requested	Amount Paid	Remaining Balance
					\$198,500.00
Apr-22	1	Apr-22		\$27,790.00	\$170,710.00
May-22	2		\$33,745.00		\$136,965.00

**Staff recommends approval of this invoice in the amount of \$33,745.00 to Sumner Engineering & Consulting, Inc.**



Sumner Engineering & Consulting, Inc.  
*Agriculture, Civil, Land & Water Resources*

410 NW 2nd Street  
Okeechobee, FL 34972  
863.763.9474

## Invoice

BILL TO

May 5, 2022

Okeechobee Utility Authority  
100 SW 5th Avenue  
Okeechobee, Florida 34974

Invoice No. 1461  
SW 5<sup>th</sup> Avenue LPSS Design and Permitting (SEC Proj. No. 20-10)  
**OUA Purchase Order No. 11129**

Task	Contract Amount	Percent Complete	Amount Complete	Previously Billed	Invoice Amount
B1 – Design and Permitting	\$198,500	31%	\$61,535.00	\$27,790.00	<b>\$33,745.00</b>
				<b>TOTAL:</b>	<b>\$33,745.00</b>

Total Purchase Order Amount: \$198,500.00  
Total Billed to Date: \$ 61,535.00  
**Total Billed this Invoice: \$ 33,745.00**

For services rendered April 3 - 30, 2022.

**OKEECHOBEE UTILITY AUTHORITY**

**AGENDA ITEM NO. 8**

**MAY 19, 2022**

**CONSENT AGENDA**

**INVOICES FROM SUMNER ENGINEERING & CONSULTING, INC. – OKEE-TANTIE  
UTILITY SYSTEM IMPROVEMENTS**

Please find attached the invoice in the amount of \$3,817.50 submitted by Sumner Engineering & Consulting, Inc. Staff is aware of the work currently being done by Sumner Engineering & Consulting, Inc. and is in agreement with this request.

Invoice Date	Pay Request No.	Date Paid	Amt. Requested	Amount Paid	Remaining Balance
					\$686,079.00
Apr-22	1	Apr-22		\$29,835.00	\$656,244.00
May-22	2		\$3,817.50		\$652,426.50

**Staff recommends approval of this invoice in the amount of \$3,817.50 to Sumner Engineering & Consulting, Inc.**



Sumner Engineering & Consulting, Inc.  
*Agriculture, Civil, Land & Water Resources*

410 NW 2nd Street  
Okeechobee, FL 34972  
863.763.9474

## Invoice

BILL TO

April 6, 2022

Okeechobee Utility Authority  
100 SW 5th Avenue  
Okeechobee, Florida 34974

Invoice No. 1462  
Okee-Tantie Utility System Improvements (SEC Proj. No. 21-11)  
**OUA Purchase Order No. 11130**

Task	Contract Amount	Percent Complete	Amount Complete	Previously Billed	Invoice Amount
A1 – Preliminary Modeling and Technical Memo	\$36,100.00	11%	\$3,971.00	\$1,444.00	<b>\$2,527.00</b>
A2 – Route Survey and Preliminary (10%) Design	\$129,050.00	23%	\$29,681.50	\$28,391.00	<b>\$1,290.50</b>
A3 – Pre-Application Meetings and Summary Memo	\$5,850.00	0%	\$0.00	\$0.00	<b>\$0.00</b>
B1 – Design and Permitting	\$319,944.00	0%	\$0.00	\$0.00	<b>\$0.00</b>
B2 – Bidding Services	\$13,765.00	0%	\$0.00	\$0.00	<b>\$0.00</b>
C1 – Construction Administration	\$181,370.00	0%	\$0.00	\$0.00	<b>\$0.00</b>
				<b>TOTAL:</b>	<b>\$3,817.50</b>

Total Purchase Order Amount: \$686,079.00  
Total Billed to Date: \$ 33,652.50  
**Total Billed this Invoice: \$ 3,817.50**

For services rendered April 3 - 30, 2022.

# OKEECHOBEE UTILITY AUTHORITY

## AGENDA ITEM NO. 9

MAY 19, 2022

### CONSENT AGENDA

#### INVOICES FROM SUMNER ENGINEERING & CONSULTING, INC. – SW WATERWATER SERVICE AREA PROJECT (PART B)

Please find attached the invoice in the amount of \$14,778.68 submitted by Sumner Engineering & Consulting, Inc. Staff is aware of the work currently being done by Sumner Engineering & Consulting, Inc. and is in agreement with this request.

Invoice Date	Pay Request No.	Date Paid	Amt. Requested	Amount Paid	Remaining Balance
					\$724,136.00
Apr-20	1	Apr-20		\$48,503.60	\$675,632.40
May-20	2	May-20		\$38,802.88	\$636,829.52
Jun-20	3	Jun-20		\$33,952.52	\$602,877.00
Aug-20	4	Aug-20		\$87,306.48	\$515,570.52
Sep-20	5	Sep-20		\$43,653.24	\$471,917.28
Nov-20	6	Nov-20		\$77,605.76	\$394,311.52
Jan-21	7	Jan-21		\$38,802.88	\$355,508.64
Feb-21	8	Feb-21		\$38,802.88	\$316,705.76
Apr-21	9	Apr-21		\$43,653.24	\$273,052.52
Jul-21	9	Jul-21		\$19,401.44	\$253,651.08
Oct-21	10	Oct-21		\$7,275.54	\$246,375.54
Dec-21	11	Dec-21		\$10,592.40	\$235,783.14
Jan-22	12	Jan-22		\$13,491.60	\$222,291.54
Mar-22	13	Mar-22		\$27,996.69	\$194,294.85
Mar-22	Change Order		\$36,220.00		\$230,514.85
Apr-22	14	Apr-22		\$18,959.03	\$211,555.82
May-22	15		\$14,778.68		\$196,777.14

**Staff recommends approval of this invoice in the amount of \$14,778.68 to Sumner Engineering & Consulting, Inc.**

The Southwest Service Area (SWSA) septic to sewer project has three separate segments or phases which can be described as follows:

Project 1 (Parts B & C)

- Master Pump Station (MPS) – to be constructed on the parcel purchased from the School Board. This pump station is designed to accept wastewater flows from the SWSA collection area, SE2 Interconnect Forcemain, Okee-Tantie Area forcemain and wastewater flow from the undeveloped areas in the immediate vicinity of the MPS.
- Master Forcemain System (MFS) – this new proposed piping system connects the SWSA MPS to an existing OUA pump station, which in turn pumps to the regional OUA owned treatment facility located on Cemetery Road.





Sumner Engineering & Consulting, Inc.  
Agriculture, Civil, Land & Water Resources

410 NW 2nd Street  
Okeechobee, FL 34972  
863.763.9474

## Invoice

BILL TO

May 5, 2022

Okeechobee Utility Authority  
100 SW 5th Avenue  
Okeechobee, Florida 34974

Invoice No. 1460

SW Wastewater Service Area Project (SEC Proj. No. 19-04)

Part B – SWSA Project 1 Design, Permitting & Bidding, and Part C – Construction Phase Services

**OUA Purchase Order No. 10264**

Task	Contract Amount	Percent Complete	Amount Complete	Previously Billed	Invoice Amount
<b>B1 – Design and Permitting</b>	<b>\$505,036</b>	97%	\$489,884.92	\$489,884.92	<b>\$0.00</b>
• <i>Original Authorization</i>	<i>\$485,036</i>				
• <i>Change Order</i>	<i>\$20,000</i>				
<b>B2 – Bidding Services</b>	<b>\$43,380</b>	76%	\$32,968.80	\$30,366.00	<b>\$2,602.80</b>
• <i>Original Authorization</i>	<i>\$27,160</i>				
• <i>Change Order</i>	<i>\$16,220</i>				
<b>C – Construction Services</b>	<b>\$211,940</b>	T&M	\$40,725.14	\$28,549.26	<b>\$12,175.88</b>
				<b>TOTAL:</b>	<b>\$14,778.68</b>

Total Purchase Order Amount: \$724,136.00

Total Billed to Date: \$563,578.86

**Total Billed this Invoice: \$ 14,778.68**

For services rendered through April 3 - 30, 2022.

# **OKEECHOBEE UTILITY AUTHORITY**

## **AGENDA ITEM NO. 10**

**MAY 19, 2022**

### **CONSENT AGENDA**

#### **INVOICES FROM SUMNER ENGINEERING & CONSULTING, INC. – SW WASTEWATER SERVICE AREA PROJECT (PART E)**

Please find attached the invoice in the amount of \$85,721.76 submitted by Sumner Engineering & Consulting, Inc. Staff is aware of the work currently being done by Sumner Engineering & Consulting, Inc. and is in agreement with this request.

Invoice Date	Pay Request No.	Date Paid	Amt. Requested	Amount Paid	Remaining Balance
					\$1,141,783.00
Jun-21	1	Jun-21		\$19,783.98	\$1,121,999.02
Jul-21	2	Jul-21		\$28,576.86	\$1,093,422.16
Aug-21	3	Aug-21		\$17,585.76	\$1,075,836.40
Sep-21	4	Sep-21		\$61,550.16	\$1,014,286.24
Oct-21	5	Oct-21		\$68,144.82	\$946,141.42
Dec-21	6	Dec-21		\$15,387.54	\$930,753.88
Jan-22	7	Jan-22		\$84,990.00	\$845,763.88
Feb-22	8	Feb-22		\$57,147.84	\$788,616.04
Mar-22	9	Mar-22		\$33,336.24	\$755,279.80
Apr-22	10	Apr-22		\$42,860.88	\$712,418.92
May-22	11		\$85,721.76		\$626,697.16

**Staff recommends approval of this invoice in the amount of \$85,721.76 to Sumner Engineering & Consulting, Inc.**

The Southwest Service Area (SWSA) septic to sewer project has three separate segments or phases which can be described as follows:

#### **Project 2 Collection System**

- Oak Lake Estates (Part D)
- Collection system for the Oak Lake Estates area only
- SWSA (Part E)
- The collection piping and two vacuum pump stations for all of the remaining service area



Sumner Engineering & Consulting, Inc.  
Agriculture, Civil, Land & Water Resources

410 NW 2nd Street  
Okeechobee, FL 34972  
863.763.9474

## Invoice

BILL TO

May 5, 2022

Okeechobee Utility Authority  
100 SW 5th Avenue  
Okeechobee, Florida 34974

Invoice No. 1459

SW Wastewater Service Area Project (SEC Proj. No. 19-04)

Part E – SWSA Project 2 Design, Permitting and Construction Phase Services

**OUA Purchase Order No. 10829**

Task	Contract Amount	Percent Complete	Amount Complete	Previously Billed	Invoice Amount
E1 – Preliminary Design and Permitting	\$219,822	100%	\$219,822.00	\$219,822.00	<b>\$0.00</b>
E2 – Final Design and Permitting	\$476,232	62%	\$295,263.84	\$209,542.08	<b>\$85,721.76</b>
E3 – Bidding and Negotiation Phase	\$34,778	0%	\$0.00	\$0.00	<b>\$0.00</b>
E4 – Construction Phase Services (excl. RPR)	\$147,500	0%	\$0.00	\$0.00	<b>\$0.00</b>
E5 – Post-Construction Phase Services	\$20,784	0%	\$0.00	\$0.00	<b>\$0.00</b>
E6 – Resident Project Representative (T&M)	\$242,667	0%	\$0.00	\$0.00	<b>\$0.00</b>
				<b>TOTAL:</b>	<b>\$85,721.76</b>

Total Purchase Order Amount: \$1,141,783.00

Total Billed to Date: \$ 515,085.84

**Total Billed this Invoice: \$ 85,721.76**

For services rendered April 3 - 30, 2022.

**OKEECHOBEE UTILITY AUTHORITY**

AGENDA ITEM NO. 11

MAY 19, 2022

**CONSENT AGENDA**

**INVOICES FROM FELIX ASSOCIATES, INC. – SWSA MASTER PUMP STATION**

Please find attached invoice in the amount of \$54,150.00 submitted by Felix Associates Inc. Staff is aware of the work currently being done by Felix Associates Inc. and is in agreement with this request.

Invoice Date	Pay Request No.	Date Paid	Amt. Requested	Amount Paid	Remaining Balance
					\$1,894,600.00
May-22	1		\$54,150.00		\$1,840,450.00

**Staff recommends approval of these invoices in the amount of \$54,150.00 to Felix Associates, Inc.**



**Sumner Engineering & Consulting, Inc.**  
*Agriculture, Civil, Land & Water Resources*

410 NW 2nd Street  
Okeechobee, FL 34972  
863.763.9474

March 1, 2022

Okeechobee Utility Authority  
100 SW 5<sup>th</sup> Avenue  
Okeechobee, FL 34974

**RE: SWSA Master Pump Station Project**  
**Felix Associates, Inc. – Pay Application No. 1**

Mr. Hayford:

Please find attached Pay Application No. 1 for the above-referenced project, recommended for payment in the amount of \$54,150.00, which covers work confirmed to have been completed for the period from Notice to Proceed to April 30, 2022, less the required 5% retainage.

If you have any questions, please do not hesitate to contact us.

Sincerely,  
**Sumner Engineering & Consulting, Inc.**

Jeffrey M. Sumner, PE  
President

cc: Bill Lynch (via email)

# CONTRACTOR APPLICATION FOR PAYMENT

DOCUMENT G702

PAGE ONE OF FOUR PAGES

**CONTRACTOR:**

Felix Associates of Florida, Inc.  
8528 SW Kansas Ave.  
Stuart, FL 34997  
(772) 220-2722

**PROJECT:**

OUA Master Pump Station  
Project Number 19775-001-02

APPLICATION NO:

1

Distribution to:

PROJECT NO:

269

☐ OWNER

APPLICATION DATE:

04/27/22

☐ CONTRACTOR

PERIOD FROM:

11/01/21

PERIOD TO:

04/30/22

☒ ENGINEER

CONTRACT DATE:

01/14/22

☐ OTHER**ENGINEER:**

Sumner Engineering & Consulting, Inc.  
410NW 2nd Street  
Okeechobee, FL 34972  
Jeffrey M. Sumner, PE

**ARCHITECT / OWNER:**

Okeechobee Utility Authority  
100 SW 5th Ave.  
Okeechobee, FL 34974

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract.  
Continuation Sheet, G703, is attached.

- |  |    |              |
|--|----|--------------|
| 1. ORIGINAL CONTRACT SUM   | \$ | 1,894,600.00 |
| 2. Net change by Change Orders                                     | \$ | 0.00         |
| 3. CONTRACT SUM TO DATE (Line 1 + 2)                               | \$ | 1,894,600.00 |
| 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)             | \$ | 57,000.00    |
| 5. RETAINAGE:  |    |              |
| a. 5 % of Completed Work   | \$ | 2,850.00     |
| (Column D + E on G703)   |    |              |
| b. 0 % of Stored Material  | \$ |              |
| (Column F on G703)   |    |              |
| Total Retainage (Lines 5a + 5b or<br>Total in Column I of G703)    | \$ | 2,850.00     |
| 6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)          | \$ | 54,150.00    |
| 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior G702) | \$ | 0.00         |
| 8. CURRENT PAYMENT DUE   | \$ | 54,150.00    |
| 9. BALANCE TO FINISH, INCLUDING RETAINAGE<br>(Line 3 less Line 6)  | \$ | 1,840,450.00 |

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Contractor		\$ -
Total approved this Month		\$ -
TOTALS		\$ -
NET CHANGES by Change Order		

The undersigned contractor certifies that to the best of the contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner and that current payment shown herein is now due.

CONTRACTOR: Felix Associates of Florida, Inc.

By:

*Andrew Morgante*

Date:

5-5-22

OWNERSHIP (OR AGENT):

By:

Date:

OWNER'S PROJECT MANAGEMENT:

Approved for Owner App:

Approved for Payment:

Initials

Date

**ENGINEER'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on onsite observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED:

AMOUNT CERTIFIED ..... \$ **54,150.00**

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ENGINEER: **Sumner Engineering & Consulting, Inc.**

By:

Date:

5/7/22

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

REQUISITION # 1

Project Name: OUA Master Pump Station

PERIOD ENDING 4/30/2022

Line Item	PAY ITEMS	QTY	UNIT	UNIT PRICE	AMOUNT	PREVIOUS APPLICATION		THIS APPLICATION		TOTAL TO DATE		RETAINAGE	% COMP
						QTY COMPLETED	AMOUNT COMPLETED	QTY COMPLETED	AMOUNT COMPLETED	QTY COMPLETED	AMOUNT COMPLETED		
<b>1</b>	<b>MOBILIZATION / DEMOBILIZATION</b>				<b>\$ 90,000.00</b>								
1.1	Pre-Construction Video	1	LS	\$ 1,000.00	\$ 1,000.00		\$ -	1.00	\$ 1,000.00	1	\$ 1,000.00	\$ 50.00	100.0%
1.2	Bond & Insurance	1	LS	\$ 36,000.00	\$ 36,000.00		\$ -	1.00	\$ 36,000.00	1	\$ 36,000.00	\$ 1,800.00	100.0%
1.2	Mobilization	1	LS	\$ 50,000.00	\$ 50,000.00		\$ -		\$ -	-	\$ -	\$ -	0.0%
1.3	Locate Existing Utilities	1	LS	\$ 750.00	\$ 750.00		\$ -		\$ -	-	\$ -	\$ -	0.0%
1.4	Dewatering / NPDES Permit	1	LS	\$ 750.00	\$ 750.00		\$ -		\$ -	-	\$ -	\$ -	0.0%
1.5	Demobilization	1	LS	\$ 1,500.00	\$ 1,500.00		\$ -		\$ -	-	\$ -	\$ -	0.0%
<b>2</b>	<b>ENVIRONMENTAL PROTECTION</b>				<b>\$ 10,000.00</b>								
2.1	Construction Entrance	1	LS	\$ 5,000.00	\$ 5,000.00		\$ -		\$ -	-	\$ -	\$ -	0.0%
2.2	Silt Fence	1	LS	\$ 5,000.00	\$ 5,000.00		\$ -		\$ -	-	\$ -	\$ -	0.0%
<b>3</b>	<b>MAINTENANCE OF TRAFFIC</b>				<b>\$ 600.00</b>								
3.1	MOT DEVICES	1	LS	\$ 600.00	\$ 600.00		\$ -		\$ -	-	\$ -	\$ -	0.0%
<b>4</b>	<b>CONCRETE</b>				<b>\$ 287,900.00</b>								
4.1	Well Point System / Dewatering	1	LS	\$ 31,000.00	\$ 31,000.00		\$ -		\$ -	-	\$ -	\$ -	0.0%
4.2	Excavate / Shore for Wetwell	1	LS	\$ 21,900.00	\$ 21,900.00		\$ -		\$ -	-	\$ -	\$ -	0.0%
4.3	Precast Concrete Structures Submittal	1	LS	\$ 10,000.00	\$ 10,000.00		\$ -		\$ -	-	\$ -	\$ -	0.0%
4.4	Set Wetwell	1	LS	\$ 79,000.00	\$ 79,000.00		\$ -		\$ -	-	\$ -	\$ -	0.0%
4.5	Wetwell Watertightness Test	1	LS	\$ 5,000.00	\$ 5,000.00		\$ -		\$ -	-	\$ -	\$ -	0.0%
4.6	Backfill Wetwell	1	LS	\$ 17,000.00	\$ 17,000.00		\$ -		\$ -	-	\$ -	\$ -	0.0%
4.7	Prep Grade for Flatwork	1	LS	\$ 6,000.00	\$ 6,000.00		\$ -		\$ -	-	\$ -	\$ -	0.0%
4.8	Pour Concrete Flatwork	1	LS	\$ 16,000.00	\$ 16,000.00		\$ -		\$ -	-	\$ -	\$ -	0.0%
4.9	Prefab Electrical Building Submittal	1	LS	\$ 10,000.00	\$ 10,000.00		\$ -		\$ -	-	\$ -	\$ -	0.0%
4.10	Set Prefab Electrical Building	1	LS	\$ 92,000.00	\$ 92,000.00		\$ -		\$ -	-	\$ -	\$ -	0.0%
<b>5</b>	<b>PIPE AND FITTINGS</b>				<b>\$ 183,000.00</b>								
5.1	8" FM	1	LS	\$ 21,000.00	\$ 21,000.00		\$ -		\$ -	-	\$ -	\$ -	0.0%
5.2	FM Testing	1	LS	\$ 1,600.00	\$ 1,600.00		\$ -		\$ -	-	\$ -	\$ -	0.0%
5.3	Gravity Sewer Piping & Manholes	1	LS	\$ 63,300.00	\$ 63,300.00		\$ -		\$ -	-	\$ -	\$ -	0.0%
5.4	8" Force Main Drop Assembly	1	LS	\$ 6,500.00	\$ 6,500.00		\$ -		\$ -	-	\$ -	\$ -	0.0%
5.5	GS Testing and Inspection	1	LS	\$ 8,300.00	\$ 8,300.00		\$ -		\$ -	-	\$ -	\$ -	0.0%
5.6	2" Water Main	1	LS	\$ 9,000.00	\$ 9,000.00		\$ -		\$ -	-	\$ -	\$ -	0.0%
5.7	8" Discharge Piping	1	LS	\$ 28,000.00	\$ 28,000.00		\$ -		\$ -	-	\$ -	\$ -	0.0%
5.8	12" Drop Bowl Assembly	1	LS	\$ 6,000.00	\$ 6,000.00		\$ -		\$ -	-	\$ -	\$ -	0.0%
5.9	8" Above Ground Piping	1	LS	\$ 30,000.00	\$ 30,000.00		\$ -		\$ -	-	\$ -	\$ -	0.0%
5.10	Lift Station Start-Up	1	LS	\$ 1,800.00	\$ 1,800.00		\$ -		\$ -	-	\$ -	\$ -	0.0%
5.11	Paint Exterior Piping	1	LS	\$ 2,500.00	\$ 2,500.00		\$ -		\$ -	-	\$ -	\$ -	0.0%
5.12	6" Odor Control Piping	1	LS	\$ 5,000.00	\$ 5,000.00		\$ -		\$ -	-	\$ -	\$ -	0.0%
<b>6</b>	<b>EQUIPMENT</b>				<b>\$ 442,000.00</b>								
6.1	Odor Control Submittal	1	LS	\$ 10,000.00	\$ 10,000.00		\$ -	1.00	\$ 10,000.00	1	\$ 10,000.00	\$ 500.00	100.0%
6.2	Odor Control Installation	1	LS	\$ 210,000.00	\$ 210,000.00		\$ -		\$ -	-	\$ -	\$ -	0.0%
6.3	Odor Control Start-up	1	LS	\$ 2,000.00	\$ 2,000.00		\$ -		\$ -	-	\$ -	\$ -	0.0%
6.4	Lift Station Pump Submittal Package	1	LS	\$ 10,000.00	\$ 10,000.00		\$ -	1.00	\$ 10,000.00	1	\$ 10,000.00	\$ 500.00	100.0%
6.5	Lift Station Pump Package Installation	1	LS	\$ 210,000.00	\$ 210,000.00		\$ -		\$ -	-	\$ -	\$ -	0.0%
<b>7</b>	<b>ELECTRICAL AND I&amp;C</b>				<b>\$ 550,000.00</b>								
7.1	Generator Submittal	1	LS	\$ 10,000.00	\$ 10,000.00		\$ -		\$ -	-	\$ -	\$ -	0.0%
7.2	Set Generator	1	LS	\$ 118,000.00	\$ 118,000.00		\$ -		\$ -	-	\$ -	\$ -	0.0%
7.3	Generator Start-up	1	LS	\$ 2,000.00	\$ 2,000.00		\$ -		\$ -	-	\$ -	\$ -	0.0%
7.4	Electrical	1	LS	\$ 360,000.00	\$ 360,000.00		\$ -		\$ -	-	\$ -	\$ -	0.0%
7.5	Lighting Protection	1	LS	\$ 15,000.00	\$ 15,000.00		\$ -		\$ -	-	\$ -	\$ -	0.0%
7.6	SCADA & RTU	1	LS	\$ 45,000.00	\$ 45,000.00		\$ -		\$ -	-	\$ -	\$ -	0.0%
<b>8</b>	<b>SITE WORK</b>				<b>\$ 164,000.00</b>								
8.1	Clearing and Grubbing	1	LS	\$ 22,000.00	\$ 22,000.00		\$ -		\$ -	-	\$ -	\$ -	0.0%
8.2	Embankment & Rough Grade	1	LS	\$ 18,000.00	\$ 18,000.00		\$ -		\$ -	-	\$ -	\$ -	0.0%
8.3	Excavation - Swale	1	LS	\$ 5,000.00	\$ 5,000.00		\$ -		\$ -	-	\$ -	\$ -	0.0%
8.4	Grade for Asphalt Base Rock	1	LS	\$ 5,000.00	\$ 5,000.00		\$ -		\$ -	-	\$ -	\$ -	0.0%
8.5	18" Base Rock	1	LS	\$ 18,000.00	\$ 18,000.00		\$ -		\$ -	-	\$ -	\$ -	0.0%
8.6	2" SP-1.25 Asphalt	1	LS	\$ 15,000.00	\$ 15,000.00		\$ -		\$ -	-	\$ -	\$ -	0.0%
8.7	Fine Grade for Sod	1	LS	\$ 11,000.00	\$ 11,000.00		\$ -		\$ -	-	\$ -	\$ -	0.0%
8.8	Landscaping	1	LS	\$ 10,000.00	\$ 10,000.00		\$ -		\$ -	-	\$ -	\$ -	0.0%
8.9	Chain Link Fencing	1	LS	\$ 42,000.00	\$ 42,000.00		\$ -		\$ -	-	\$ -	\$ -	0.0%
8.10	Bollards	1	LS	\$ 18,000.00	\$ 18,000.00		\$ -		\$ -	-	\$ -	\$ -	0.0%
<b>9</b>	<b>VALVES</b>				<b>\$ 16,000.00</b>								
9.1	Flanged Valves	1	LS	\$ 10,000.00	\$ 10,000.00		\$ -		\$ -	-	\$ -	\$ -	0.0%
9.2	8" MJ Gate Valve	1	LS	\$ 4,000.00	\$ 6,000.00		\$ -		\$ -	-	\$ -	\$ -	0.0%
<b>10</b>	<b>RECORD DRAWINGS</b>				<b>\$ 11,000.00</b>								
10.1	Record Drawings Surveying	1	LS	\$ 11,000.00	\$ 11,000.00		\$ -		\$ -	-	\$ -	\$ -	0.0%
<b>11</b>	<b>INDEMNIFICATION</b>				<b>\$ 100.00</b>								
11.1	Indemnification	1	LS	\$ 100.00	\$ 100.00		\$ -		\$ -	-	\$ -	\$ -	0.0%
<b>12</b>	<b>SAFETY COMPLIANCE</b>				<b>\$ 36,000.00</b>								
12.1	Slide Rail Delivery & Install	1	LS	\$ 32,000.00	\$ 32,000.00		\$ -		\$ -	-	\$ -	\$ -	0.0%
12.2	Trench Box Delivery & Install	1	LS	\$ 1,000.00	\$ 4,000.00		\$ -		\$ -	-	\$ -	\$ -	0.0%
<b>13</b>	<b>TESTING ALLOWANCE</b>				<b>\$ 4,000.00</b>								
13.1	Testing Allowance	1	LS	\$ 4,000.00	\$ 4,000.00		\$ -		\$ -	-	\$ -	\$ -	0.0%
<b>14</b>	<b>OWNER'S ALLOWANCE</b>				<b>\$ 100,000.00</b>								
14.1	Owner's Allowance	1	LS	\$ 100,000.00	\$ 100,000.00		\$ -		\$ -	-	\$ -	\$ -	0.0%
		1	LS	\$ -	\$ -		\$ -		\$ -	-	\$ -	\$ -	0.0%
		1	LS	\$ -	\$ -		\$ -		\$ -	-	\$ -	\$ -	0.0%

REQUISITION # 1

Project Name: OUA Master Pump Station

PERIOD ENDING 4/30/2022

Line Item	PAY ITEMS	QTY	UNIT	UNIT PRICE	AMOUNT	PREVIOUS APPLICATION		THIS APPLICATION		TOTAL TO DATE		RETAINAGE	% COMP
						QTY COMPLETED	AMOUNT COMPLETED	QTY COMPLETED	AMOUNT COMPLETED	QTY COMPLETED	AMOUNT COMPLETED		
		1	LS	\$ -	\$ -		\$ -		\$ -		\$ -	\$ -	0.0%
					\$ 1,894,600.00		\$ -		\$ 57,000.00		\$ 57,000.00	\$ 2,850.00	3.0%
					ORIGINAL CONTRACT TOTALS	\$	1,894,600.00		\$ -		\$ 57,000.00	\$ 2,850.00	
					CHANGE ORDER TOTAL							\$ -	
					1,894,600.00	\$	1,894,600.00		\$ -		\$ 57,000.00	\$ 2,850.00	3.0%



# OOKEEOBEE UTILITY AUTHORITY

## AGENDA ITEM NO. 12

MAY 19, 2022

### CONSENT AGENDA

#### INVOICES FROM ECKLER ENGINEERING, INC. – PINE RIDGE PARK UTILITY IMPROVMENT

Please find attached invoice in the amount of \$3,001.81 submitted by Eckler Engineering, Inc. Staff is aware of the work currently being done by Eckler Engineering, Inc. and is in agreement with this request.

Invoice Date	Pay Request No.	Date Paid	Amt. Requested	Amount Paid	Remaining Balance
					\$145,600.00
May-20	1	May-20		\$2,912.00	\$142,688.00
Jun-20	2	Jun-20		\$11,648.00	\$131,040.00
Jul-20	3	Jul-20		\$32,032.00	\$99,008.00
Aug-20	4	Aug-20		\$14,560.00	\$84,448.00
Aug-20	Change Order #1		\$21,000.00		\$105,448.00
Sep-20	5	Sep-20		\$22,148.00	\$83,300.00
Oct-20	6	Oct-20		\$24,990.00	\$58,310.00
Nov-20	7	Nov-20		\$19,992.00	\$38,318.00
Dec-20	8	Dec-20		\$4,998.00	\$33,320.00
Dec-20	Change Order #2		\$22,000.00		\$55,320.00
Jan-21	9	Jan-21		\$8,170.00	\$47,150.00
Feb-21	10	Feb-21		\$18,860.00	\$28,290.00
Mar-21	11	Mar-21		\$9,430.00	\$18,860.00
Apr-21	12	Apr-21		\$3,772.00	\$15,088.00
May-21	13			\$1,886.00	\$13,202.00
	Change Order #3		\$111,581.00		\$124,783.00
Jun-21	14	Jun-21		\$7,712.41	\$117,070.59
Jul-21	15	Jul-21		\$12,007.24	\$105,063.35
Aug-21	16	Aug-21		\$9,005.43	\$96,057.92
Sep-21	17	Sep-21		\$30,018.10	\$66,039.82
Oct-21	18	Oct-21		\$15,009.05	\$51,030.77
Nov-21	19	Nov-21		\$9,005.43	\$42,025.34
Dec-21	20	Dec-21		\$9,005.43	\$33,019.91
Jan-22	21	Feb-22		\$3,001.81	\$30,018.10
Feb-22	22	Feb-22		\$6,003.62	\$24,014.48
Mar-22	23	22-Mar		\$12,007.24	\$12,007.24
Apr-22	24	Apr-22		\$6,003.62	\$6,003.62
May-22	25		\$3,001.81		\$3,001.81

Staff recommends approval of these invoices in the amount of \$3,001.81 to Eckler Engineering, Inc.

**Invoice**

Mr. John Hayford, P.E.  
Okeechobee Utility Authority  
100 SW 5th Avenue  
Okeechobee, FL 34974

May 3, 2022  
No: 235-006.01  
Invoice No: 22097

Project: Pine Ridge Park Utility Improvements

Professional engineering services for the design of the Pine Ridge Park Utility Improvements as authorized on May 17, 2021 under P.O. No. 10380 (Change Order No. 3), Engineering Scope Revision No. 1 dated 7/20/2020 and Engineering Scope Revision No. 2 dated 12/3/2020 and Engineering Scope Revision No. 3 dated 5/17/2021.

**Professional Services from March 26, 2022 to April 25, 2022** -----

Phase 0001 Design Phase

**Fee**

Total Fee	300,181.00		
Percent Complete	99.00	Total Earned	297,179.19
		Previous Fee Billing	294,177.38
		Current Fee Billing	3,001.81
		<b>Total Fee</b>	<b>3,001.81</b>
		<b>Total this Phase</b>	<b>\$3,001.81</b>

**Billing Limits**

	<b>Current</b>	<b>Prior</b>	<b>To-Date</b>
Total Billings	3,001.81	294,177.38	297,179.19
Limit			300,181.00
Remaining			3,001.81
		<b>Total this Invoice</b>	<b>\$3,001.81</b>

Fee (Design Phase) History Summary:

2020-04-14	Original PO #10380 =	\$145,600.00
2020-09-22	Change Order #1 =	\$ 21,000.00
2020-12-22	Change Order #2 =	\$ 22,000.00
2021-05-17	Change Order #3 =	\$111,581.00
	<b>Fee Total</b>	<b>\$300,181.00</b>

**OKEECHOBEE UTILITY AUTHORITY**

AGENDA ITEM NO. 13

MAY 19, 2022

**CONSENT AGENDA**

**INVOICE FROM MACVICAR CONSULTING, INC.**

Please see attached the MacVicar Consulting Inc. invoice.

**Staff recommends approval of the monthly invoice from MacVicar Consulting Inc. in the amount of \$250.00.**



Okeechobee Utility Authority  
Attn: John Hayford, Exec Director  
100 SW 5th Avenue  
Okeechobee, FL 34974  
PO No: 0000010989

PROJECT
<b>540.01-LOSOM Support</b>

DESCRIPTION		AMOUNT
Support for the month of April 2022		250.00
<b>Total</b>		<b>\$250.00</b>

**OKEECHOBEE UTILITY AUTHORITY**

AGENDA ITEM NO. 14

MAY 19, 2022

**CONSENT AGENDA**

**INVOICE FROM THORN RUN PARTNERS**

Please see attached the Thorn Run Partners monthly invoices for April.

**Staff recommends approval of the April monthly invoices from Thorn Run Partners in the amounts of \$3,500.00.**

# THORN RUN PARTNERS



## INVOICE

Date 5/1/2022

Invoice No. 1004

Bill To

Okeechobee Utility

PO NUMBER	10938
SUPPLIER ID	

Terms	FOR THE MONTH OF
	May 2022

Government Relations Services performed Fee as agreed to and amount owed: <b>Total Amount Due</b>	\$3,500.00
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### Remittance Information

For billing inquiries please email [trpadmin@thornrun.com](mailto:trpadmin@thornrun.com)

### Remittance Information

Please make all checks payable to:  
Thorn Run Partners, LLC:  
100 M Street SE, Suite 750  
Washington, DC 20003

Please reference the invoice number when making payment

### Payment Options

We accept wire and ACH for more information please email:  
[trpadmin@thornrun.com](mailto:trpadmin@thornrun.com) or [clamond@thornrun.com](mailto:clamond@thornrun.com) or call  
202-688-0222

### TAX ID

FEIN: 27-1541515

**OKEECHOBEE UTILITY AUTHORITY**

AGENDA ITEM NO. 15

MAY 19, 2022

**CONSENT AGENDA**

**ACCOUNTS TO BE WRITTEN OFF**

The resolution states that:

*“Before any account is deemed uncollectible and immaterial for collection, a list reflecting customers’ names and outstanding balances will be provided to the Board of Directors for review and approval.”  
And “if the debt has been discharged in bankruptcy.”*

The accompanying list of accounts to be written off totals \$496.11 and represents the unpaid balances on 20 customers whose accounts meet the established requirement of Section 44 of Resolution 15-01 for write off.

The list is attached for Board review and approval.

**Staff recommends approval of the attached list of accounts to be written off.**

	A	B	C	D	E	F	G	M
1								
2	UB ACCT	RTE/SEQ	Owner	R/NR/GOV	FINAL	NAME	ADDRESS	TOTAL
3	027000-000	30702170	Owner	Residential	2/11/2009	PARRISH ESTATE JUDKINS	3236 SE 20TH CT	38.79
4	036402-000	12206825	Owner	Residential	11/10/2014	RUCKS ET UX ERICK J	403 SW 12TH ST	24.29
5	037562-000	50309500	Owner	Residential	4/18/2016	D'ONOFRIO MARGUERITE A	1051 21ST ST	46.65
6	047257-000	30506790	Owner	Residential	4/4/2017	SMITH JR ROBERT S	3023 SE 29TH LN	43.00
7	039896-000	50309060	Owner	Residential	7/30/2018	PETTY MICHAEL	1471 LAKE DR	31.62
8	035009-000	15200472	Owner	Residential	12/3/2018	MONTOYA ET UX JOSE H	1420 SE 21ST ST	17.96
9	030140-000	31005560	Owner	Residential	7/31/2019	FREEDMAN BARRY B	2024 SE 34TH LN	24.73
10	005449-000	11009324	Owner	Residential	10/3/2019	UNDERHILL ET UX TIFFANY	819 SW 10TH AVE	29.60
11	052781-000	30901150	Owner	Residential	3/19/2020	KECK RICHARD E	2221 SE 29TH ST	5.25
12	051869-000	27002709	Owner	Residential	9/30/2020	DAVIS ET AL DORIS JEAN	1792 SW 23RD TER	4.48
13	027079-000	50104040	Owner	Residential	11/30/2020	DARLING EST ET UX CHARLES B	1266 HUNTER RD	48.02
14	016211-000	28300150	Owner	Residential	12/7/2020	CHANDLER LEROY	1888 SW 28TH AVE	35.00
15	041808-000	15001705	Owner	Residential	1/28/2021	JENNYED LLC	1102 SE 8TH AVE	42.63
16	Total Owners							392.02
17								
18	046990-000	29103581	Tenant	Residential	2/24/2021	NORMAND NICOLE L	3690 SE 5TH TER 114	6.46
19	053291-000	41000226	Tenant	Residential	2/24/2021	CORDELL JERRY C	2842 NE 5TH TRL	1.20
20	052803-000	30800360	Tenant	Residential	3/15/2021	WILSON JAMES EVAN	3851 SE 25TH ST	31.86
21	053031-000	13304732	Tenant	Residential	3/15/2021	ALDRIDGE JUSTIN C	215 NE 11TH ST APT 4	7.16
22	044477-000	28000190	Tenant	Residential	3/23/2021	WIDNER JANICE	2652 SW 24TH AVE	46.56
23	041524-000	50416300	Tenant	Residential	3/29/2021	OCHSENBINE AMY	1113 BEN ST	2.72
24	039817-000	11209600	Tenant	Non Resident	4/13/2021	TEEZ 2 PLEEZ	102 SW 7TH ST	8.13
25	Total Tenants							104.09
26								
27	Total Owners and Tenants							496.11



# **OKEECHOBEE UTILITY AUTHORITY**

## **AGENDA ITEM NO. 16**

**MAY 19, 2022**

### **ALLOCATION OF FY21 OPERATING SURPLUS**

The Unallocated operating surplus from FY21 is \$361,463

The following scenarios for allocating this operating surplus are presented for Board discussion, consideration and final approval:

- Transfer a portion of the funds to the Capital Improvement Project (CIP) Fund,
- Transfer a portion of the funds to the Rate Stabilization Fund,
- Leave a portion of the funds in the General Operating Fund
- Any combination of the above.

Due to the significant number of projects planned for the FY23 budget, it is staff's recommendation is to allocate these funds as follows:

Capital Improvement Project Fund	\$361,463
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**After discussion and review by the OUA Board, staff recommends allocation as requested.**

# **OKEECHOBEE UTILITY AUTHORITY**

## **AGENDA ITEM NO. 17**

**MAY 19, 2022**

### **PINE RIDGE PARK UTILITY IMPROVEMENT PROJECT**

Sealed bids were due and opened publicly on April 11, 2022. There were two bids submitted:

\$5,143,000.00	Hinterland Group, Inc.
\$5,926,854.80	Amici Engineering Contractors, LLC
\$4,279,000.00	Engineering Estimate

The apparent low bidder came in \$864,000 higher than the engineering estimate. During discussions between Eckler Engineering, Inc. and bidders, the higher than expected costs can be tied to suppliers not giving to bidders hard pre-bid quotes (actual “hard” pricing isn’t available until orders are placed, or in some cases, until product is delivered), increasing labor costs, inflation or product availability (causing the bidder to order a product from a higher priced supplier).

However, upon OUA staff review of a bid comparison, the biggest discrepancy appeared to be between the cost of the vacuum station (Bid Item #10) and the installation of the sewer connection piping (Bid Item #13). The difference in bids equaled \$1,086,575, or more than enough to make up the total difference in final bid totals.

The engineer and bidder had several conversations concerning the content of the bid and pricing. The bidder had to correct licensing issues and confirm that training from the vacuum sewer supplier was included since the bidders were not experienced in constructing vacuum sewer piping were among several bid issues.

Additionally, the engineer and bidder discussed pricing to try and bridge the gap between the engineering estimate and the low bid. To understand the difference in the bids will assist in substantiating the reasonableness of the total bid. There was very little success in this area of discussions.

OUA funding/FY22 was set to meet the engineer’s estimate. Therefore, since a negotiated price was not reached, three options are available: OUA to find additional financial resources to meet higher bid, take out several work items to lower cost or reject all bids and rebid the project.

Since the low bidder chose the option of failing to disclose any specific detail which made up Bid Items 10 & 13, the engineer and OUA could not verify the validity of the bid. The bidder is not required to release this information, so the pricing remained as is.

Several discussions were had between the engineer and OUA and other discussions between the engineer and low bidder. These discussions lead to the follow scope reductions.

**1) Delete portions of the vacuum sewer. (\$322,590.63)**

The project included vacuum sewer on NE 28<sup>th</sup> Avenue and NE 28<sup>th</sup> Terrace. The houses in this area are currently served by an older gravity sewer collection system located near the rear lot line behind the houses. The sewer is in poor shape and requires ongoing maintenance. Access to the sewer lines is impaired due to fences, sheds, animals and such which is typical of many backyards everywhere. By installing the vacuum sewer this older gravity line could be abandoned.

Deleting this section of vacuum sewer will not impact the overall success of this project.

**2) Delete Septic tank abandonment. (\$152,070.00)**

This bid item required the contractor to pump out the tank, punch a hole in the bottom, crush the sides and backfill with soil.

The OUA will need to determine if this work will be done on this project by an OUA contractor. This bid item could be made a requirement of the property owner. If the OUA determines it will be done, then the OUA will put this work item out bid. Whether or not the OUA does this work or the property owner, does not need to be decided today.

**3) Delete sanitary sewer lateral from the house to the right-of-way. (\$342,435.00)**

This bid item required the contractor to install piping from the house to the connection at the road right-of-way.

The OUA will need to determine if this work will be done on this project by an OUA contractor. This bid item could be made a requirement of the property owner. If the OUA determines it will be done, then the OUA will put this work item out bid. Whether or not the OUA does this work or the property owner, does not need to be decided today.

**4) Delete water service connection, house to the right-of-way. (\$191,260.00)**

This bid item required the contractor to install piping from the house to the meter connection at the road right-of-way.

The OUA will need to determine if this work will be done on this project by an OUA contractor. This bid item could be made a requirement of the property owner. If the OUA determines it will be done, then the OUA will put this work item out bid. Whether or not the OUA does this work or the property owner, does not need to be decided today.

**5) Delete abandonment of well. (\$19,240.00)**

This bid item required the contractor to cap the potable piping connection at the well so that the well could still be used for outside uses, but could not be connected to the house.

The OUA will need to determine if this work will be done on this project by an OUA contractor. This bid item could be made a requirement of the property owner. If the OUA determines it will be done, then the OUA will put this work item out bid. Whether or not the OUA does this work or the property owner, does not need to be decided today.

As it stands, these deletions total \$1,027,595.63 lowering the overall bid to \$4,115,404.37. However, if

the decision is made to do the onsite sewer and water connections under separate contract(s), this could add another \$450,000 to complete the project.

OUA staff suggested that since the overall scope of work and associated expenses were diminished, then the expenses associated with Bid Items #1-6 should also be reduced. OUA staff calculated the reduction to be approximately \$90,259.49. The low bidder responded with \$18,078.02.

Project Name Pine Ridge Park Improvements		Project Number 235-006.01			
Date 2/7/2022		Client Okeechobee Utility Authority			
Project Info Prepared By Chase Dickinson, P.E.		Final Cost Estimate			
Bld Item	Description	Sub Total	Unit	Unit Price	Extended Price
General					
1	*Mobilization / Gen. Requirements	1	LS	8.00%	\$262,882.00
2	*Indemnification	1	LS	\$100.00	\$100.00
3	*As-Built Record Drawings	16,880	LF	\$4.00	\$67,520.00
4	*Maintenance of Traffic	10,600	LF	\$8.00	\$84,800.00
5	*Existing Utility Location/Identification	1	LS	2.00%	\$65,671.00
6	*NPDES General Construction Permit Compliance	1	LS	1.00%	\$32,835.00
7	*Permit Fees	1	LS	2.50%	\$82,088.00
	* Calculated using Total of Items below				
	General Total				\$596,696.00
Vacuum Sewer System					
7	Furnish and Install SDR-21 PVC Vacuum Main	8,100	LF	\$45.00	\$364,500.00
	a. 4-inch	1,900	LF	\$65.00	\$124,500.00
	b. 6-inch	600	LF	\$70.00	\$42,000.00
	d. 8-inch				
8	Furnish and Install resilient wedge gate (V-3) division valves	12	EA	\$1,800.00	\$21,600.00
	a. 4-inch	5	EA	\$2,400.00	\$12,000.00
	b. 6-inch	1	EA	\$2,900.00	\$2,900.00
	d. 8-inch				
9	Install AIRVAC vacuum collecting pit assemblies, complete. Type "A" (Depth from finished grade to gravity invert must not be less than 4.71 feet) a. Adjacent to vacuum main b. Across street from vacuum main Type "B" (6-Feet Overall Depth) (Depth from finished grade to gravity invert must not be less than 5.00 feet) a. Adjacent to vacuum main b. Across street from vacuum main	34	EA	\$8,000.00	\$272,000.00
		7	EA	\$8,500.00	\$59,500.00
10	Vacuum Pump Station	11	EA	\$8,500.00	\$93,500.00
11	Abandon Septic Tanks, complete (Inclusive of permit fees, abandonment and inspection)	3	EA	\$9,000.00	\$27,000.00
		1	EA	\$900,000.00	\$900,000.00
12		111	EA	\$1,000.00	\$111,000.00
		7	EA	\$5,000.00	\$35,000.00
13	Furnish and Install Sanitary Service Connections (RAW to Customer Tie-In)	111	EA	\$1,000.00	\$111,000.00
14	Grout Sanitary Sewer Pipe	450	LF	\$4.50	\$2,025.00
	Vacuum Sewer System Totals				\$2,167,000.00
Force Main System					
15	Furnish and Install 4-inch PVC force main	100	LF	\$65.00	\$6,500.00
	Furnish and Install ductile iron compact fittings	0.25	TN	\$9,700.00	\$2,425.00
	Furnish and Install 4-inch plug valves	1	EA	\$3,200.00	\$3,200.00
	Force Main System Totals				\$12,125.00

Hinterland Group, Inc.

1	LS	\$318,000.00	\$318,000.00
1	LS	\$51,500.00	\$51,500.00
1	LS	\$34,200.00	\$34,200.00
1	LS	\$34,200.00	\$34,200.00
1	LS	\$10,260.00	\$10,260.00
1	LS	\$10,260.00	\$10,260.00
			\$456,420.00

8,100	LF	\$46.46	\$376,326.00
1,900	LF	\$57.36	\$108,985.00
600	LF	\$79.80	\$47,880.00
12	EA	\$2,115.00	\$25,380.00
5	EA	\$2,360.00	\$11,800.00
1	EA	\$3,741.00	\$3,741.00

34	EA	\$8,800.00	\$299,200.00
7	EA	\$9,575.00	\$67,025.00

11	EA	\$10,035.00	\$110,385.00
3	EA	\$10,260.00	\$30,780.00
1	EA	\$1,755,140.00	\$1,755,140.00
111	EA	\$1,370.00	\$152,070.00
7	EA	\$1,940.00	\$13,580.00
111	EA	\$3,085.00	\$342,435.00
450	LF	\$15.50	\$6,975.00
			\$3,351,882.00

100	LF		\$6,500.00
0	TN		\$2,425.00
1	EA		\$3,200.00
			\$12,125.00

Project Name	Pine Ridge Park Improvements				
Project Number	235-008.01				
Date	2/7/2022				
Client	Creechdale Utility Authority				
Project Info	Final Cost Estimate				
Prepared By	Chase Dickinson, P.E.				
Bid Item	Description	Sub Total	Unit	Unit Price	Extended Price
<b>Water System</b>					
16	PVC Pipe				
	a. 6-inch	1,350	LF	\$40.00	\$54,000.00
	b. 8-inch	1,370	LF	\$55.00	\$75,350.00
17	HDPE Pipe				
	a. 2-inch	3,460	LF	\$25.00	\$86,500.00
18	Furnish and install Gate Valves				
	a. 6-inch	12	EA	\$2,100.00	\$25,200.00
	b. 8-inch	5	EA	\$3,100.00	\$15,500.00
19	Furnish, install and remove sample points, complete, inclusive of bacteriological testing				
	a. On Main	13	EA	\$1,400.00	\$18,200.00
	b. On Fire Hydrant	4	EA	\$1,700.00	\$6,800.00
20	Furnish and install Water Service Connections, R/W to Main				
	a. Single - adjacent to main	5	EA	\$8,200.00	\$41,000.00
	b. Single - opposite to main				
21	c. Double - adjacent to main	4	EA	\$2,700.00	\$10,800.00
	d. Double - opposite to main	4	EA	\$3,600.00	\$14,400.00
22	Furnish and install Water Service Connection (R/W to Customer Tie-In)				
	a. Single - adjacent to main	24	EA	\$3,900.00	\$93,600.00
	b. Single - opposite to main	24	EA	\$4,700.00	\$112,800.00
23	Abandon Existing Private Wells, complete (inclusive of permit fees, abandonment and inspection)				
	a. Single - adjacent to main	131	EA	\$1,000.00	\$131,000.00
	b. Single - opposite to main	104	EA	\$1,000.00	\$104,000.00
24	Furnish and install ductile iron compact fittings with reaction blocking or thrust restraint for water mains				
	a. Single - adjacent to main	0.50	TN	\$9,700.00	\$4,850.00
	b. Single - opposite to main	310	LF	\$10.00	\$3,100.00
<b>Water System Construction Total</b>					
<b>\$797,100.00</b>					
<b>Restoration</b>					
26	Sod	11,000	LF	\$2.50	\$27,500.00
	Driveway				
	a. Asphalt	330	SY	\$65.00	\$21,450.00
27	Concrete	1,840	SY	\$25.00	\$46,000.00
	c. Gravel	1,200	SY	\$25.00	\$30,000.00
	Asphaltic Patch	1,850	SY	\$45.00	\$83,250.00
28	Headwall Replacement				
	a. Single - adjacent to main	7	EA	\$4,500.00	\$31,500.00
	b. Single - opposite to main				
<b>Restoration Total</b>					
<b>\$313,300.00</b>					
<b>Miscellaneous Work Allowance / Contingency</b>					
30		1	LS		\$400,000.00
<b>Total Estimated Construction Cost</b>					
<b>\$4,279,000.00</b>					

Hinterland Group, Inc.

1,350	LF	\$37.40	\$50,490.00
1,370	LF	\$50.10	\$68,637.00
3,460	LF	\$19.70	\$68,162.00
12	EA	\$2,540.00	\$30,480.00
5	EA	\$3,340.00	\$16,700.00
13	EA	\$1,150.00	\$14,950.00
4	EA	\$1,150.00	\$4,600.00
5	EA	\$9,300.00	\$46,500.00
4	EA	\$1,000.00	\$4,000.00
4	EA	\$1,800.00	\$7,200.00
24	EA	\$1,600.00	\$38,400.00
24	EA	\$2,730.00	\$65,520.00
131	EA	\$1,460.00	\$191,260.00
104	EA	\$185.00	\$19,240.00
1.5	TN	\$18,200.00	\$27,300.00
310	LF	\$15.50	\$4,805.00
<b>\$668,244.00</b>			

11,000	LF	\$2.85	\$31,350.00
330	SY	\$57.00	\$18,810.00
1,840	SY	\$74.10	\$136,344.00
1,200	SY	\$22.80	\$27,360.00
1,850	SY	\$25.30	\$46,805.00
7	EA	\$455.00	\$3,185.00
1	LS	\$10,000.00	\$10,000.00
1	LS	\$400,000.00	\$400,000.00
<b>\$5,143,000.00</b>			

Eckler Engineering, Inc. has conducted a review of both bids, with a primary focus towards the low bid. A letter detailing the review is attached.

Based upon the content in the low bid, reviews conducted by both the OUA and Eckler Engineering, Inc., Section 00030 Advertisement for Bids as well as Section 00100 Instructions to Bidders, paragraph 17, where the owner reserves the right to reject any and all bids, it is the recommendation of staff to reject all bids.

# CONTRACT DOCUMENTS

## PINE RIDGE PARK UTILITY SYSTEM IMPROVEMENTS



### OKEECHOBEE UTILITY AUTHORITY OKEECHOBEE, FLORIDA

FOR INFORMATION REGARDING THIS PROJECT CONTACT :  
ECKLER ENGINEERING, INC.  
4700 RIVERSIDE DRIVE, SUITE 110 • CORAL SPRINGS, FL. 33067  
PH. (954) 510-4700  
CA NO. 7803

BID SET

PROJ NO: 235-006.01  
DATE: FEBRUARY 7, 2022



CONTRACT DOCUMENTS  
for the construction of the  
PINE RIDGE PARK UTILITY IMPROVEMENTS  
for the  
OKEECHOBEE UTILITY AUTHORITY

\* \* \* \* \*

CONSISTING OF:  
BIDDING REQUIREMENTS  
CONTRACT FORMS  
CONDITIONS OF THE CONTRACT  
DRAWINGS/SPECIFICATIONS

\* \* \* \* \*

ECKLER ENGINEERING, INC.  
4700 Riverside Drive, Suite 110  
Coral Springs, Florida 33067  
CA No. 7803

February 7, 2022

Project No. 235-006.01



Eckler Engineering, Inc.  
4700 Riverside Drive, Suite 110  
Coral Springs, FL 33067  
CA 7803

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Chase Dickinson, P.E., 83325  
General, Civil

RC Engineering, Inc.  
5532 NW 106<sup>th</sup> Drive  
Coral Springs, FL 33076  
CA 4755

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David L. Rice, P.E., 34343  
Electrical

Structures International, Inc.  
7501 Wiles Road, Suite 106-B  
Coral Springs, FL 33076  
CA 9446

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Monzer I. Faramawi, P.E., 57439  
Structural

**SECTION 00020**

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END OF SECTION

## SECTION 00030

### INVITATION TO BID

Sealed Proposals for construction of the **Pine Ridge Park Utility Improvements** addressed to the Okeechobee Utility Authority will be received at 100 SW 5<sup>th</sup> Avenue, Okeechobee, Florida, 34974, until 3:00 P.M., the 5<sup>th</sup> day of April, 2022, and will be publicly opened and read aloud. Any bids received after the time and date will not be considered.

The project consists of furnishing labor, equipment, and materials for construction of a new water main system and sanitary collection system. Generally, the work includes installation of new water main, vacuum sewer mains, vacuum pump station, roadway restoration, other restoration, and other incidentals as indicated by the Drawings and Specifications or as required to properly complete the project as planned.

Drawings and Specifications may be examined in the office of the OWNER indicated above or the ENGINEER, Eckler Engineering, Inc., 4700 Riverside Drive, Suite 110, Coral Springs, Florida, 33067. Documents may be obtained from the ENGINEER upon payment of amounts listed below for each Document Set. Return of the Documents is not required, and the amount paid for the Documents is nonrefundable.

<u>Document Set Type</u>	<u>Cost</u>
One (1) Specification Booklet and one (1) set of full size drawings (22" x 34").	\$230.00/set
One (1) Specification Booklet and one (1) set of half size drawings (11" x 17").	\$170.00/set
One (1) CD or DVD with one (1) Specification Booklet, one (1) set of half size drawings (11" x 17"), and one (1) set of full size drawings (22" x 34"). Documents will be in Adobe .pdf format.	\$40.00/set

A pre-bid conference will be held at 100 SW 5<sup>th</sup> Avenue, Okeechobee, Florida, 34974 at 10:00 AM local time on Match 16<sup>th</sup>, 2022. Attendance at the pre-bid conference is **NOT** mandatory.

Each Proposal must be submitted on the prescribed form and accompanied by a certified check or bid bond executed on the prescribed form, payable to the Okeechobee Utility Authority, in an amount not less than 5 percent of the amount bid. The bid form must be filled in completely and accurately, particularly as it pertains to alternate bid items.

The successful Bidder will be required to furnish the necessary additional bond(s) for the faithful performance of the Contract, as prescribed in the Contract Documents. Bid bonds, contract bonds, insurance contracts, and certificates of insurance shall be either executed by or countersigned by a licensed resident agent of the surety or insurance company having his place of business in the State of Florida, and complying with the insurance laws of the State of Florida. Further, the said surety or insurance company shall be duly licensed and qualified to do business in the State of Florida.

In order to perform public work, the successful Bidder shall, as applicable, hold or obtain such Contractors' and Business Licenses as required by State Statutes.

Before a Contract will be awarded for the work contemplated herein, the OWNER will conduct such investigation as is necessary to determine the performance record and ability of the apparent low Bidder to perform the size and type of Work specified under this Contract. Upon request, the Bidder shall submit such information as deemed necessary by the OWNER to evaluate the Bidder's qualifications.

The Okeechobee Utility Authority reserves the right to waive informalities in the bid, reject all Proposals or any Proposal not conforming to the intent and purpose of the Contract Documents, and to postpone the award of the Contract for a period of time which, however, shall not extend beyond forty-five (45) calendar days from the bid opening date.

Dated this 23<sup>rd</sup> day of February, 2022

OKEECHOBEE UTILITY AUTHORITY

BY John F. Hayford, P.E.  
Executive Director

END OF SECTION

## SECTION 00100

### INSTRUCTIONS TO BIDDERS

#### 1. DEFINED TERMS

Terms used in these Instructions to Bidders which are defined in the Standard General Conditions of the Construction Contract (EJCDC Document No. 1910-8, 1996 Edition) have the meanings assigned to them in the GENERAL CONDITIONS. Certain additional terms used in these Instructions to Bidders have the meanings indicated below which are applicable to both the singular and plural thereof.

**1.1. Bidder** - one who submits a Bid directly to OWNER as distinct from a sub-bidder, who submits a bid to a Bidder.

**1.2. Issuing Office** - the office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.

**1.3. Successful Bidder** - the most responsible and responsive Bidder to whom OWNER (on the basis of OWNER's evaluation as hereinafter provided) makes an award.

#### 2. COPIES OF BIDDING DOCUMENTS

**2.1** Complete sets of the Bidding Documents in the number and for the sum, if any, stated in the Advertisement or Invitation to Bid may be obtained from the ENGINEER, Eckler Engineering, Inc., 4700 Riverside Drive, Suite 110, Coral Springs, Florida, 33067. This amount represents reproduction costs and is non-refundable.

**2.2** Complete sets of Bidding Documents must be used in preparing Bids; neither OWNER nor ENGINEER assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

**2.3** OWNER and ENGINEER in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

#### 3. QUALIFICATIONS OF BIDDERS

To demonstrate qualifications to perform the Work, each Bidder should submit the following:

**3.1** Each Bid should contain evidence of Bidder's qualification to do business in the State/County where the Project is located. Prime Bidder shall be a Florida General Contractor. Copy of General Contractor's license shall be provided with bid submittal.

**3.2** Provide a list of similar projects which have been completed within the past five years, including project description, final project cost, owner's names, addresses and phone numbers.

**3.3** Provide a list of work currently under contract, including project name, location, description, bid value, percentage complete, owner's name, and contact information.

**3.4** Provide a list of equipment available to be committed to perform the Work contemplated under this contract.

**3.5** Complete and provide Section 00300-G - Bidder Qualifications Questionnaire.

3.6 Current Certificate of Liability Insurance per the requirements of Section 00815, Article SC-5.04.

#### 4. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

4.1 It is the responsibility of each Bidder before submitting a Bid:

4.1.1. To examine thoroughly the Contract Documents and other related data identified in the Bidding Documents (including "technical data" referred to below);

4.1.2. To visit the site to become familiar with and satisfy Bidder as to the general, local and site conditions that may affect cost, progress, performance, or furnishing of the Work;

4.1.3. To consider federal, state and local Laws and Regulations that may affect cost, progress, performance, or furnishing of the Work;

4.1.4. To study and carefully correlate Bidder's knowledge and observations with the Contract Documents and such other related data; and

4.1.5. To promptly notify ENGINEER of conflicts, errors, ambiguities, or discrepancies which Bidder has discovered in or between the Contract Documents and such other related documents.

4.2. Reference is made to the Supplementary Conditions for identification of:

4.2.1. Those reports of explorations and tests of subsurface conditions at or contiguous to the site which have been utilized by Engineer in preparation of the Contract Documents. Bidder may rely upon the general accuracy of the "technical data" contained in such reports but not upon other data, interpretations, opinions, or information contained in such reports or otherwise relating to the subsurface conditions at the site, nor upon the completeness thereof for the purposes of bidding or construction.

4.2.2. Those drawings of physical conditions in or relating to existing surface and subsurface structures (except Underground Facilities) which are at or contiguous to the site that have been utilized by Engineer in preparation of the Contract Documents. Bidder may rely upon the general accuracy of the "technical data" contained in such drawings but not upon other data, interpretations, opinions, or information shown or indicated in such drawings or otherwise relating to such structures, nor upon the completeness thereof for the purposes of bidding or construction.

Copies of such reports and drawings will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the "technical data" contained therein upon which Bidder is entitled to rely as provided in Paragraph 4.02 of the General Conditions has been identified and established in Paragraph SC-4.02 of the Supplementary conditions. Bidder is responsible for any interpretation or conclusion drawn from any "technical data" or any such data, interpretations, opinions, or information.

4.3. Information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site is based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities or others, and Owner and Engineer do not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the Supplementary Conditions.

4.4. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical



conditions and Underground Facilities, and possible changes in the Contract Documents due to differing or unanticipated conditions appear in Paragraph 4.02 and 4.03 of the General Conditions.

**4.5.** Before submitting a Bid, each Bidder will be responsible to obtain such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise, which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto or which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price, and other terms and conditions of the Contract Documents.

**4.6.** On request, OWNER will provide each Bidder access to the site to conduct such examinations, investigations, explorations, tests and studies as each Bidder deems necessary for submission of a Bid. Bidder must fill holes and clean up and restore the site to its former conditions upon completion of such explorations, investigations, tests and studies.

**4.7.** Reference is made to the Supplementary Conditions for the identification of the general nature of work that is to be performed at the site by Owner or others (such as utilities and other prime contractors) that relates to the work for which a Bid is to be submitted. On request, Owner will provide to each Bidder for examination access to or copies of Contract Documents (other than portions thereof related to price) for such work.

**4.8.** The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents and applying the specific means, methods, techniques, sequences, or procedures of construction (if any) that may be shown, indicated, or expressly required by the Contract Documents, that Bidder has given Engineer written notice of conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Contract Documents and the written resolutions thereof by Engineer is acceptable to Bidder, and that the Contract Documents are generally sufficient to indicate and convey understanding of terms and conditions for performing and furnishing of the Work.

**4.9.** The provisions of the above paragraphs 4.1 through 4.8, inclusive, do not apply to Asbestos, Polychlorinated biphenyls (PCBs), Petroleum, Hazardous Waste, or Radioactive Material covered by Paragraph 4.06 of the General Conditions.

## **5. AVAILABILITY OF LANDS FOR WORK, ETC.**

The lands upon which the Work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by CONTRACTOR in performing the Work are identified in the Contract Documents. Additional lands and access thereto required for temporary construction facilities, construction equipment or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by OWNER unless otherwise provided in the Contract Documents.

## **6. INTERPRETATIONS AND ADDENDA**

**6.1.** Questions about the meaning or intent of the Bidding Documents are to be directed to ENGINEER. Interpretations or clarifications considered necessary by ENGINEER in response to such questions will be issued by Addenda mailed or

delivered to all parties recorded by ENGINEER as having received the Bidding Documents. Questions received less than ten days prior to the date for opening of Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. Questions concerning the front-end documents are to be directed to the Okeechobee Utility Authority.

**6.2.** Addenda may also be issued to modify the Bidding Documents as deemed advisable by OWNER or ENGINEER.

## **7. BID SECURITY**

**7.1.** Each Bid must be accompanied by Bid security made payable to OWNER in an amount of five percent of the Bidder's maximum Bid price and in the form of a certified check, bank check, or a Bid Bond (on form attached, if a form is prescribed) issued by a surety meeting the requirements of Paragraph 5.01 of the General Conditions.

**7.2.** The Bid security of the Successful Bidder will be retained until such Bidder has executed the Agreement, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Agreement and furnish the required contract security within fifteen days after the Notice of Award, OWNER may annul the Notice of Award and the Bid security of that Bidder will be forfeited. The Bid security of other Bidders whom OWNER believes to have a reasonable chance of receiving the award may be retained by OWNER until the earlier of the seventh day after the Effective Date of the Agreement or the one hundred twentieth (120) day after the Bid opening, whereupon Bid security furnished by such Bidders will be returned. Bid security with Bids which are not competitive will be returned within seven days after the Bid opening.

## **8. CONTRACT TIMES**

The number of days within which, or the dates by which, the Work is to be substantially completed and also completed and ready for final payment (the term "Contract Times" is defined paragraph 1.01 of the General Conditions) are set forth in the Agreement (or incorporated therein by reference to the attached Bid Form).

## **9. LIQUIDATED DAMAGES AND INDEMNIFICATION**

**9.1** Provisions for liquidated damages, if any, are set forth in Section 00500 - Agreement.

**9.2** All bidders should state in the Bid Form the amount of consideration required by the Bidder in return for the Bidder's promise of indemnity contained in paragraph 6.20 of the General Conditions. The amount to be stated shall be 1% of the Lump Sum Bid.

## **10. SUBSTITUTE AND "OR-EQUAL" ITEMS**

The Contract, if awarded, will be on the basis of materials and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or-equal" items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by CONTRACTOR if acceptable to ENGINEER, application for such acceptance will not be considered by ENGINEER until after the Effective Date of the Agreement. The procedure for submission of any such application by CONTRACTOR and consideration by ENGINEER is set forth in Paragraph 6.05 of the General Conditions and may be supplemented in the General Requirements.

## **11. SUBCONTRACTORS, SUPPLIERS, AND OTHERS**

**11.1.** If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers and other persons and organizations (including those who are to furnish the principal items of material and equipment) to be submitted to Owner in advance of a specified date prior to the Effective Date of the Agreement, apparent Successful Bidder, and any other Bidder so requested, shall within three working days after Bid opening submit to OWNER a list of such Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, person or organization if requested by OWNER. An OWNER or ENGINEER who after due investigation has reasonable objection to any proposed Subcontractor, Supplier, other person or organization, may before the Notice of Award is given request apparent Successful Bidder to submit an acceptable substitute without an increase in Bid price. If apparent Successful Bidder declines to make any such substitution, OWNER may award the contract to the another Bidder that proposes to use acceptable Subcontractors, Suppliers and other persons and organizations. The declining to make requested substitutions will not constitute grounds for sacrificing the Bid Security of any Bidder. Any Subcontractor, Supplier, other person, or organization listed and to whom OWNER or ENGINEER does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to OWNER and ENGINEER subject to revocation of such acceptance after the Effective Date of the Agreement as provided in Paragraph 6.06 of the General Conditions.

**11.1.1.** In the event the successful bidder and any other bidders so requested fails to submit to Owner a list of subcontractors within the three working days, that such failure shall afford the OUA the right to revoke its award of bid.

**11.2.** In contracts where the Contract Price is on the basis of Cost-of-the-Work Plus a Fee, apparent Successful Bidder, prior to the Notice of Award, shall identify in writing to OWNER those portions of the Work that such Bidder proposes to subcontract and after the Notice of Award may only subcontract other portions of the Work with OWNER's written consent.

**11.3.** No CONTRACTOR shall be required to employ any Subcontractor, Supplier, other person, or organization against whom CONTRACTOR has reasonable objection.

## **12. BID FORM**

**12.1.** The Bid Form is included with the Bidding Documents; additional copies may be obtained from the ENGINEER for the reproduction cost of \$0.25 per page.

**12.2.** Complete blanks on the Bid Forms in ink or by typewritten. The bid price of each item on the form must be stated in words and numerals: in case of conflict, arithmetic total shall have precedence.

**12.3.** Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal should be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation should be shown below the signature.

**12.4.** Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

**12.5.** Names should be typed or printed in black ink below the signature.

**12.6.** The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).

**12.7.** The address and telephone number for communications regarding the Bid should be shown.

**12.8.** Where applicable, bids must be priced on a lump sum basis for the base contract and include a separate price for each alternate described in the Specifications as provided for in the Bid Form. The price of the Bid for each alternate will be the amount to be added to or deducted from the price of the base Bid if OWNER selects the alternate.

**12.9.** Where applicable, bid prices for alternates shall include such amounts as the Bidder deems proper for overhead and profit on account of cash allowances named in the Contract Documents as provided in GC-11.02.

**12.10** Where applicable, unit price bids must be priced on a unit price basis for the bid item described in the Specifications as provided for in the Bid Form. Unit prices shall include such amounts as the Bidder deems proper for overhead and profit.

### **13. SUBMISSION OF BIDS**

**13.1.** Bids shall be submitted at the time and at the place indicated in the Advertisement or Invitation to Bid and shall be submitted in an opaque sealed envelope marked with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted) and name and address of the Bidder and accompanied by the Bid Security and other required documents. If the Bid is sent through the mail or other delivery system, the sealed envelope should be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it.

**13.2.** One separate unbound copy of all documents listed below under Article 13.4 are furnished with each copy of the Bidding Documents purchased by the prospective Bidders.

**13.3.** More than one Bid received for the same work from an individual, firm, partnership, Corporation, or Association under the same or different names will not be considered. Reasonable grounds for believing that any Bidder is interested in more than one Bid for the same work will cause the rejection of all such Bids in which the Bidder is interested. If there are reasonable grounds for believing that collusion exists among the Bidders, the Bids of participants in such collusion will not be considered.

**13.4.** The following Sections of the Contract Documents and other information shall be submitted with the Bid:

Section 00300	Bid Submission Checklist
Section 00300-A	Bid Form
Section 00300-B	Bid Bond
Section 00300-C	Non-Collusive Affidavit
Section 00300-D	Foreign (Non-Florida) Corporate Information Form
Section 00300-E	Contractor Affidavit
Section 00300-F	Certified Resolution
Section 00300-G	Bidder Qualifications Questionnaire
Section 00300-H	Key Subcontractor Listing

**13.5** Submit one (1) original and one (1) copy of all required bid documents. Original shall be clearly marked "Original".

#### **14. MODIFICATION AND WITHDRAWAL OF BIDS**

**14.1.** Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

**14.2.** If, within twenty-four (24) hours after Bids are opened, any Bidder files a duly signed, written notice with OWNER and promptly thereafter demonstrates to the reasonable satisfaction of OWNER that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid and the Bid security will be returned. Thereafter, that Bidder will be disqualified from further bidding on the Work to be provided under the Contract Documents.

#### **15. OPENING OF BIDS**

Bids will be opened and (unless obviously non-responsive) read aloud publicly at the place where Bids are to be submitted. An abstract of the amounts of the base Bids and major alternates (if any) will be made available to Bidders after the opening of Bids.

#### **16. BIDS TO REMAIN SUBJECT TO ACCEPTANCE**

**16.1.** All bids will remain subject to acceptance for one hundred twenty (120) days after the day of the Bid opening, but OWNER may, in its sole discretion, release any Bid and return the Bid security prior to that date.

**16.2.** Extensions of time when Bids shall remain open beyond the one hundred twenty (120) day period may be made only by mutual agreement between OWNER, the Successful Bidder, and the surety, if any, for the Successful Bidder.

#### **17. AWARD OF CONTRACT**

**17.1.** OWNER reserves the right to reject any and all Bids, including without limitation the rights to reject any or all nonconforming, nonresponsive, unbalanced, or conditional Bids and to reject the Bid of any Bidder if OWNER believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by OWNER. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the column of figures. Discrepancies between words and figures will be resolved in favor of the figures.

**17.2.** In evaluating Bids, OWNER will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid form or prior to the Notice of Award.

**17.3.** OWNER may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of

the Work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as provided in the Supplementary Conditions. OWNER also may consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.

**17.4.** OWNER may conduct such investigations as OWNER deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders, proposed Subcontractors, Suppliers and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to OWNER's satisfaction within the prescribed time.

**17.5.** If the Contract is to be awarded, it will be awarded to the most responsible and responsive Bidder for the Bid whose evaluation by OWNER indicates to OWNER that the award will be in the best interests of the OWNER. The low monetary bid will not in all cases be deemed the most responsible bidder. Contracts or purchase orders will be awarded by the OWNER to the most responsible bidder, whose bid represents the most advantageous bid to the OWNER, price and other factors considered. The evaluation of bids will be based upon the factors and standards heretofore set forth. The OWNER reserves the right to reject any and all bids and to waive technical errors as heretofore set forth. In the event of a court challenge to any award by any bidder, damages, if any, resulting from an improper award shall be limited to actual bid preparation costs incurred by the challenging bidder. In no case will the award be made until all necessary investigations have been made into the responsibility of the bidder and the OWNER is satisfied that the best responsible bidder is qualified to do the work and has the necessary organization, capital and equipment to carry out the required work within the time specified.

**17.5.1.** Criteria utilized by OWNER for determining the most responsible and responsive Bidder includes, but is not limited to the following:

- (a) Ability of Bidder to meet published specifications.
- (b) Bidder's experience and references, including but not limited to, the reputation, integrity, character, efficiency, experience, skill, ability and business judgement of the Bidder, the quality of performance of Bidder under previous contracts, any sub-contractors and other persons providing labor or materials to Bidder.
- (c) Bidder's qualifications and capabilities, including but not limited to, the size, financial history, strength and stability of the business to perform the work of the Contract, the possession of necessary facilities and equipment and the quality, availability and adaptability thereof to the particular use(s) required.
- (d) Whether Bidder can perform the Contract promptly or within the time specified, without delay or interference.
- (e) Previous and existing compliance by Bidder with laws, ordinances and regulations relating to the goods or services.
- (f) Price.

**17.6.** If the contract is to be awarded, OWNER will give the Successful Bidder a Notice of Award within one hundred twenty (120) days after the day of the Bid opening.

## **18. CONTRACT SECURITY**

**18.1.** Paragraph 5.01 of the General Conditions and the Supplementary Conditions set forth OWNER's requirements as to Performance and Payment Bonds. Successful BIDDER will submit the required performance and payment bonds within fifteen (15) calendar days after Notice of Award is issued by OUA.

## **19. SIGNING OF AGREEMENT**

**19.1.** The CONTRACTOR must execute the required contracts prior to award by the OUA Commission. After OUA Commission award, the CONTRACTOR will be issued a Notice of Award. Within fifteen (15) days thereafter, the CONTRACTOR must deliver the required bonds and certificate of insurance to OWNER. Within ten (10) days thereafter, OWNER shall deliver one (1) fully executed contract to CONTRACTOR along with a Notice to Proceed. The fully executed contract will be accompanied by a complete set of drawings (if required).

## **20. PREBID CONFERENCE**

A prebid conference will be held at 10:00 A.M. on the 16<sup>th</sup> day of March, at the OWNER's main office located at 100 SW 5<sup>th</sup> Avenue, Okeechobee, Florida, 34974. Representatives of OWNER and ENGINEER will be present to discuss the Project. Bidders are not required to attend and participate in the conference. ENGINEER will transmit to all prospective bidders of record such Addenda as ENGINEER considers necessary in response to questions arising at the conference. Oral statement may not be relied upon and will not be binding or legally effective.

## **21. SALES AND USE TAXES**

Pay applicable sales, consumer, use, and other similar taxes required by law. The CONTRACTOR is responsible for reviewing the pertinent state statutes involving the sales tax and complying with all requirements.

## **22. QUESTIONS**

**23.1** Questions shall be submitted in writing to:

Mr. Chase Dickinson, P.E.  
Eckler Engineering, Inc.  
4700 Riverside Drive, Suite 110  
Coral Springs, FL 33067  
954/510-4700 (Phone); 954/755-2741 (Fax)  
Email: [cdickinson@ecklerengineering.com](mailto:cdickinson@ecklerengineering.com)

## **23. ELECTRONIC PROJECT DOCUMENTS**

**24.1** Upon request, electronic files will be issued by ENGINEER.

**24.2** CONTRACTOR must sign and provide Section 00300-I - Electronic File(s) Disclaimer with Bid.

**24.3** All electronic project documents will be issued in .pdf format.

**24.4** When printing electronic drawing files, page scaling shall be set to "None".

**24.5** CONTRACTOR shall be solely responsible for confirming document sets are complete and documents are printed to correct scales.

END OF SECTION



May 12, 2022  
275-092.01

(Sent via email to [jhayford@ouafl.com](mailto:jhayford@ouafl.com))

Mr. John Hayford, P.E.  
Executive Director  
Okeechobee Utility Authority  
100 SW 5th Avenue  
Okeechobee, FL 34974-4221

Dear Mr. Hayford:

Reference: Recommendation of Award  
Pine Ridge Park Utility System Improvements

The Okeechobee Utility Authority received, opened, and read aloud bids for the Pine Ridge Park Utility System Improvements project on Monday, April 11<sup>th</sup>, 2022, at 1:00 P.M. Two bids were received ranging in price from \$5,143,000 to \$5,926,854.80. The apparent low bid was submitted by Hinterland Group, Inc.

The bid packages were reviewed and evaluated per the requirements of Specification Section 00100- Instructions to Bidders as follows:

Hinterland Group, Inc.

The bid package submitted by the apparent low bidder was reviewed first. Per our review and evaluation, we note the following item(s) as incomplete or not provided in accordance with the bid documents:

1. Section 00300-G Bidder Qualification Questionnaire, page 1, Article 5, requires the Bidder to list the last project similar in nature that has been completed. The project listed does not include any vacuum sewer components.
2. Section 00300-G Bidder Qualification Questionnaire, page 1, Article 8, requires the Bidder to list any subcontractors. The Bidder listed B&B Site Development to perform the vacuum sanitary sewer system work. However, B&B Site Development is not a licensed General Contractor or Underground Utility & Excavation Contractor.
3. Section 00300-G Bidder Qualification Questionnaire, page 2, Article 13, a through f requires the Bidder to list five (5) satisfactory references for similar work. The projects listed do not include vacuum sewer components.

Hinterland Group, Inc. does not possess the required vacuum sewer experience per Section 00300 but is electing to engage, at its own expense, the services of the vacuum system supplier for field representation for an initial period of four (4) weeks, full time, at the commencement of pipe installation. This training is an allowable alternative, with the approval of the Executive Director, if the Bidder cannot demonstrate successful experience to the satisfaction of the OUA per OUA Standard 6.5 on Drawing G-08. Hinterland is also removing B&B Site Development as a subcontractor for the vacuum sewer installation work and electing to perform this work themselves. B&B Site Development is qualified and licensed to perform other portions of the work as indicated in the bid submittal and can remain a subcontractor for the work not related to vacuum

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sewer installation. Hinterland Group, Inc. has provided proof of their General Contractor license and are therefore properly licensed to complete the work.

Hinterland Group, Inc. has successfully completed numerous projects for various municipalities within the South Florida area including water mains, force mains, gravity mains, storm drainage, and pump stations. Based on submitted past performance references, they are qualified to complete the water main portion and vacuum building portion of this project per the drawings and specifications. As stated above, Hinterland Group, Inc. is electing to engage in field training for the vacuum sewer installation.

Eckler Engineering has successfully completed several projects with Hinterland Group, Inc. These projects involved gravity sewer, pump stations and vacuum pump station improvements. One recent project has been completed by Hinterland for the OUA. This project involved the installation of approximately 605 linear feet of 6-inch water main along US Highway 441.

Hinterland Group's bid price of \$5,143,000.00 is approximately 21% above the Engineer's estimate of \$4,245,000.00. Eckler Engineering engaged in discussions with Hinterland Group regarding costs for several bid items to better understand the discrepancies when compared to the Engineer's estimate. Specifically, Eckler Engineering requested a breakdown of Bid Item No. 10 - Furnish and Install Vacuum Pump Station with Equipment since this single bid item is approximately 95% above the Engineer's estimate. Hinterland Group provided a breakdown of eighteen items associated with Bid Item No. 10 for evaluation.

In review of the project scope of work with respect to the higher than anticipated bid pricing, Eckler Engineering recommended removing portions of the project that may be bid as stand-alone projects to be completed later. Hinterland Group agreed to the suggested scope reduction of the five portions of the project listed below and provided a cost for Bid Item No. 1 through 6 that are associated with the reduction in scope. The total amount removed from the project is \$1,034,415.75 with the approximate final project cost equaling \$4,108,548.25. The table below summarizes the suggested portions of work removed.

<b>Description of Work Being Removed</b>	<b>Amount Removed from Bid</b>
1. Removal of vacuum system components (vacuum mains, pits, and valves) along NE 28 <sup>th</sup> Ave, NE 28 <sup>th</sup> Ter and NE 8 <sup>th</sup> St that are proposed to serve the residents currently utilizing the existing gravity sewer system. Removal of manhole abandonment and grouting of sanitary sewer piping. Removal of restoration associated with vacuum system components inclusive of sod, concrete and gravel driveways and asphalt road patch. This affects Bid Item No. 3, 4, 7, 9, 12, 13, 14, 25, 27, 28, & 29.	(\$322,590.63)
2. Removal of all septic tank abandonments. This affects Bid Item No. 11.	(\$152,070.00)
3. Removal of all sanitary sewer connections from R/W to customer tie-in. This affects Bid Item No. 13.	(\$342,435.00)
4. Removal of all water service connections from R/W to customer tie-in. This affects Bid Item No. 21.	(\$191,260.00)
5. Removal of all well disconnections. This affects Bid Item No. 22.	(\$19,240.00)
<i>Subtotal of Items 1 through 5 Above</i>	(\$1,027,595.63)
Reduction of Bid Item No. 1 through 6 as a result of the work being removed in Items 1 through 5 above.	(\$6,820.12)
<i>Subtotal</i>	(\$1,034,415.75)
<i>Original Bid Price</i>	\$5,143,000.00
<i>Amount Removed (Subtotal from above)</i>	(\$1,034,415.75)
<b>Revised Bid Price</b>	<b>\$4,108,584.25</b>

Based on the evaluation criteria defined in Specification Section 00100- Instructions to Bidders, Article 17.5.1, Eckler Engineering found Hinterland Group to be responsible and responsive in all criteria except for Paragraph (f): Price. Eckler Engineering determined that removing \$6,820.12 for Bid Items No. 1 through 6 is not representative of the total scope reduction listed above. Therefore, Eckler Engineering does not recommend Hinterland Group, Inc. as the lowest responsible and responsive bidder because their bid price is not the most advantageous nor in the best interest of the Okeechobee Utility Authority. The Okeechobee Utility Authority reserves the right to accept the revised bid price despite Eckler Engineering's recommendation. Eckler Engineering proceeded with evaluating the next bidder.

#### Amici Engineering Contractors

The bid package submitted by the apparent second low bidder was reviewed. Per our review and evaluation, we note the following item(s) as incomplete or not provided in accordance with the bid documents:

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1. Section 00300-Bid Submission Checklist, page 1, does not have the items in the checklist marked complete.
2. Section 00300-G Bidder Qualification Questionnaire, page 1, Article 5, requires the Bidder to list the last project similar in nature that has been completed. The project listed does not include any vacuum sewer components.
3. Section 00300-G Bidder Qualification Questionnaire, page 1, Article 8, requires the Bidder to list any subcontractors. The Bidder listed B&B Site Development to perform the vacuum sanitary sewer system work. However, B&B Site Development is not a licensed General Contractor or Underground Utility & Excavation Contractor.
4. Section 00300-G Bidder Qualification Questionnaire, page 2, Article 13, a through f requires the Bidder to list five (5) satisfactory references for similar work. The projects listed do not include vacuum sewer components.

Amici Engineering Contractors does not possess the required vacuum sewer experience per Section 00300 but is electing to engage, at its own expense, the services of the vacuum system supplier for field representation for an initial period of four (4) weeks, full time, at the commencement of pipe installation. This training is an allowable alternative, with the approval of the Executive Director, if the Bidder cannot demonstrate successful experience to the satisfaction of the OUA per OUA Standard 6.5 on Drawing G-08. Amici is also removing B&B Site Development as a subcontractor for the vacuum sewer installation work and vacuum building work. B&B Site Development is qualified and licensed to perform other portions of the work as indicated in the bid submittal and can remain a subcontractor for the work not related to vacuum sewer installation and the vacuum building. Close Construction will replace B&B Site Development as the subcontractor for the vacuum building and Amici is electing to perform the vacuum sewer installation work themselves. Close Construction is a Certified General Contractor. Amici has provided proof of their Certified Underground Utility and Excavation license and Certified Building Contractor license are therefore properly licensed to complete the work themselves if needed.

In accordance with Specification Section 00100 – Instructions to Bidders, page 7, Article 16.01, the Owner reserves the right to waive any and all informalities not involved with price, time, or changes in the work. Based on the Specification Article, we continue the evaluation process of the bidder's qualifications and experience.

Amici Engineering Contractors has successfully completed numerous projects for various municipalities within the South Florida area including water mains, force mains, gravity mains, and pump stations. Based on submitted past performance references, they are qualified to complete the water main portion and vacuum building portion of this project per the drawings and specifications.

Three references provided in the bid submittal documentation were contacted and interviewed by Eckler Engineering. In general, the references' responses were all satisfactory.

Amici's bid price of \$5,926,854.80 is approximately 40% above the Engineer's estimate of \$4,245,000.00. Bid Item No. 10 - Furnish and Install Vacuum Pump Station with Equipment is approximately 184% above the Engineer's estimate for this single bid item.

Eckler Engineering did not engage in discussions with Amici regarding the bid price as Eckler Engineering determined that their bid price is not representative of the most advantageous bid nor is in the best interest of the Okeechobee Utility Authority to award for contract. However, the Okeechobee Utility Authority reserves the right to accept the bid price despite Eckler Engineering's recommendation.

In summary, decisions regarding the financial feasibility of the project based on the submitted bids are at the discretion of the Okeechobee Utility Authority. The Okeechobee Utility Authority reserves the right to accept Hinterland's reduced bid price or to reject all bids. This final decision on accepting the low bid or rejecting all bids shall be made by the Okeechobee Utility Authority.

A certified bid tabulation has been attached for your review. The bid tabulation lists the documents that were required to be submitted by the bidder with the bid proposal. An "X" indicates that the necessary documents were submitted and found to be in compliance with the requirements of the bidding phase of this project.

If you have any questions or require additional information pertaining to this recommendation of award or the project in general, please do not hesitate to contact me.

Sincerely,



Chase Dickinson, P.E.

Encl.

Y:\Documents\Okeechobee\235-006.01 Pine Ridge Park Utility Improvements\Bid Evaluation and Recommendation of Award\Recommendation of Award.docx

**BID TABULATION**  
**PINE RIDGE PARK UTILITY IMPROVEMENTS**  
**OKEECHOBEE UTILITY AUTHORITY**  
**BID NO. N/A**

Bid Opening: April 11, 2022

Time: 1:00 P.M

Bidder	00300	00300-A	00300-B	00300-C	00300-D	00300-E	00300-F	00300-G	00300-H	00300-I	00300-J	Insurance	Addenda	Bid Amount
Hinterland Group, Inc. Riviera Beach, FL	X	X	X	X	X	X	X	X	X	X	X	X	X	\$5,143,000.00
Amici Engineering Contractors, LLC Miami, FL	INC	X	X	X	X	X	X	X	X	X	X	X	X	\$5,926,854.80
Engineer's Estimate														\$4,245,000.00

Notes:

1. Abbreviations:

X = Necessary documents were submitted | NR = Not Received | INC = Incomplete | N/A = Not Applicable | “-“ = Not Reviewed



Chase Dickinson, P.E.

# **OKEECHOBEE UTILITY AUTHORITY**

## **AGENDA ITEM NO. 18**

**MAY 19, 2022**

### **SWTP WATER QUALITY STUDY**

Please find attached a proposal from Eckler Engineering, Inc. This proposal is as an extension to earlier work done by Eckler concerning the yard piping, pumps and 3 MG ground storage tank on the recently storage tank project.



**Clear well Pump Intake**

The photo above represents a buildup of solids on a vertical turbine pump in the filter clear well. Water is pumped from the clear well to the new ground storage tank. The exterior of this pump intake was similar to the interior. This buildup caused the pump itself to become locked up. The OUA had to have the pump pulled and sent to a pump repair shop to be cleaned and service and returned.

Material was sent to a laboratory for analysis. As expected, the material is mostly calcium. What has been proposed is a review of the raw water chemistry, chemical utilized in the treatment process, the sequence of introduction of these chemicals and the treatment process.

Staff recommends approval of Eckler Engineering, Inc proposal TO #12 in the amount of \$17,5000.



March 28, 2022  
235-000.BD

Mr. John Hayford, P.E.  
Okeechobee Utility Authority  
100 SW 5th Avenue  
Okeechobee, FL 34974-4221

Dear Mr. Hayford:

Reference: Proposal for Engineering Services  
SWTP pH Evaluation  
Task Order No. 12

In accordance with the OUA's request, we are pleased to submit this proposal for providing engineering services for the Surface Water Treatment Plant pH Evaluation project. This proposal includes:

1. SWTP process evaluation
2. Assistance with sampling and testing of process/treated water.
3. Preparation of pH evaluation report to present results and recommendations.

The proposed scope of work for this project is attached as Task Order No. 12. Our proposed lump sum fee for the engineering services is \$17,500. A breakdown of the fee calculation is included as an attachment to the Task Order.

Eckler Engineering looks forward to providing professional engineering services to the Okeechobee Utility Authority on this new project. If you have any questions or require additional information pertaining to the enclosed scope of services or the project in general, please do not hesitate to contact me.

Sincerely,



Bryant Facey, P.E.

Encl.

## **TASK ORDER NUMBER 12**

### **ENGINEERING SERVICES FOR SURFACE WATER TREATMENT PLANT pH EVALUATION**

#### **ARTICLE 1 - SCOPE OF SERVICES**

##### **Introduction**

The Okeechobee Utility Authority (OUA) requested Eckler Engineering evaluate the pH of the treated water at the Surface Water Treatment Plant. Recent build up of calcium on a pump within the transfer pump station has brought upon an evaluation of the treatment processes and chemical additions throughout the treatment plant to determine the cause and provide recommendations to remedy and/or eliminate the build up of calcium.

This task order covers the work discussed above including final engineering evaluation, preparation of report to discuss evaluation and present recommendations to address possible treatment issues.

The tasks associated with these services are presented below:

#### **PROJECT DESIGN SERVICES**

##### ***Task D1 - Project Administration/Management***

This task focuses on the administration of the project including project setup, client interface and general project management and administration.

##### ***Task D2 - Data Gathering and Preliminary Matters***

This task focuses on obtaining the necessary preliminary information required to prepare detailed engineering plans and specifications.

- A. Visit the site and review pertinent features that may impact treated water flow and processes.
- B. Evaluate existing treatment processes and process flow diagram, to include locations of all chemicals, and chemical material data.
- C. Collect data available for the existing facilities, including field conditions, record drawings, connection locations, and information on other potentially impacted utilities, and infrastructure.
- C. Meet with appropriate OUA staff to discuss the project requirements and background of issue.

##### ***Task D3 - Treatment Plant Sampling***

This task focuses on assisting OUA and treatment plant personnel on sampling/testing the various process/treated water throughout the plant flow path to gather information on water characteristics to begin evaluation.



- A. Visit the site to assist personnel with sampling/testing of treatment processes.
- B. Compile data from sampling/testing.
- C. Evaluate data results and provide preliminary results for review prior to preparation of report.
- D. Meet with OUA to review/discuss sampling results.

#### ***Task D4 - Evaluation Report***

This task consists of the engineering and the development of an evaluation report to present the data and findings to OUA following the pH evaluation of the treatment plant..

- A. Prepare draft and final pH evaluation reports with required information, data, and recommendations to address issue

#### ***Task D5 - Submit and Review (Quality Control)***

The ENGINEER will make the following submittals at various completion levels of this project for the purpose of OUA's review and comment for coordination and quality control. A review meeting will be requested following each submittal to discuss and receive comments from OUA. The OUA's comments shall be incorporated into revisions prior to the next subsequent quality control submittal. Quality control submittals for this project are anticipated at the following completion levels:

- A. Draft Report.
- B. Final Report

The ENGINEER will incorporate the agreed-upon revisions made by OUA.

A total of one review meeting with OUA is included within this Task.

#### **ARTICLE 2 - DATA OR ASSISTANCE TO BE PROVIDED BY OUA**

- A. Provide copies of existing record drawings for all facilities impacted in the project areas.
- B. Attendance at project meetings.
- C. Field verify existing underground piping locations as requested. Provide OUA crew and equipment to assist as needed.
- D. Provide assistance with regulatory agencies and payment of permit fees.
- E. Provide general project review, where required.
- F. Provide ENGINEER with assistance in locating existing facilities, when requested.

### **ARTICLE 3 - TIME OF COMPLETION**

Table 3 shows the preliminary project schedule based on days from receipt of the Notice to Proceed.

### **ARTICLE 4 - PROJECT DELIVERABLES**

Project deliverables shall be in accordance with Table 4, attached.

### **ARTICLE 5 - PAYMENT AND COMPENSATION**

As consideration for providing the services enumerated, the OUA shall pay the ENGINEER fees as described below:

A. Evaluation and Report

For the services enumerated in Tasks D1 through D5, **the lump sum fee of \$17,500.00.**

The above fees have been determined in accordance with the scope of work breakdowns attached as Tables 5 and 6.

This Task Order does not include the provision of the following items:

- Landscaping and irrigation system designs.
- Design of water distribution system improvements.
- Any expert witness or testimony services.
- Preparation of proposed or existing easement descriptions and sketches.
- Easement acquisitions and legal work as required.
- Payment of permit fees.
- Services not specifically indicated in this Task Order.

## ARTICLE 6 - AUTHORIZATION

In WITNESS WHEREOF, the parties herewith subscribe the same in duplicate.

ECKLER ENGINEERING, INC.

OKEECHOBEE UTILITY AUTHORITY

By: \_\_\_\_\_  
Douglas K. Hammann, P.E.  
President

By: \_\_\_\_\_  
Steve Nelson  
Chairman

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
John F. Hayford, P.E.  
Executive Director

Date: \_\_\_\_\_

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**TABLE 1**  
**SURFACE WATER TREATMENT PLANT pH EVALUATION**  
**TENTATIVE LIST OF DRAWINGS**  
**TASK ORDER 12**

<u>Drawing Sheet No.</u>	<u>Title</u>
--------------------------	--------------

Report shall include general drawings to assist in depicting plant processes and any proposed treatment modifications. No tentative list is known at this time.

(Remainder of page left blank intentionally.)

**TABLE 2**  
**SURFACE WATER TREATMENT PLANT pH EVALUATION**  
**TENTATIVE LIST OF SPECIFICATIONS**  
**TASK ORDER 12**

**SECTION NO**

**TITLE**

No specifications are known to be included within report.

(Remainder of page left blank intentionally.)

**TABLE 3**  
**SURFACE WATER TREATMENT PLANT pH EVALUATION**  
**PRELIMINARY PROJECT SCHEDULE**  
**TASK ORDER 12**

<b><u>Activity</u></b>	<b><u>Duration (Days)</u></b>	<b><u>Cumulative Time ( Days)</u></b>
Authorization to Proceed	0	0
Data Gathering	20	20
SWTP Sampling/Testing	30	50
Evaluate Testing Results	10	60
Submit Draft Evaluation Report	45	105
Receive OUA Review Comments	14	119
Submit Final Evaluation Report	14	133
Project Closeout	10	143

Detailed schedule will be provided upon receipt of authorization to proceed and will include specific submittal dates.

**TABLE 4**  
**SURFACE WATER TREATMENT PLANT pH EVALUATION**  
**LIST OF PROJECT DELIVERABLES**  
**TASK ORDER 12**

- A. Preliminary Test Results
  - ▶ Electronic copy of test results
- B. Draft Evaluation Report
  - ▶ Electronic copy of Evaluation Report.
- C. Final Evaluation Report
  - ▶ One bound copy of Final Evaluation Report.
  - ▶ Electronic copy of Final Evaluation Report.

Y:\Documents\Okeechobee\BD\Task Orders\Task Order No. 12 - SWTP pH Evaluation\TO #12 - SWTP pH Eval.wpd

(Remainder of page left blank intentionally.)

# OKEECHOBEE UTILITY AUTHORITY

## SWTP pH EVALUATION TASK ORDER NO. 12 TABLE 4

I. REPORT PHASE

DATE: March 28, 2022

	TASK DESCRIPTION	PERSONNEL										
		Principal	Engineer 8	Engineer 6	Engineer 4	Engineer 3	Engineer 2	Technician 4	Technician 3	Technician 2	Resident / Local Assistance	Secretary
D1	Project Administration/Management		4	4								4
D2	Data Gathering and Preliminary Matters			6			10					2
D3	Treatment Plant Sampling		4	16			16					2
D4	Evaluation Report		2	14			40	4				4
D5	Submit and Review (Quality Control)		2	8			4					2
D6	Not Used											
D7	Not Used											
D8	Not Used											
D9	Not Used											
D10	Not Used											
Total Hours		0	12	48	0	0	70	4	0	0	0	14
Rate		\$225.00	\$204.00	\$150.00	\$105.00	\$99.00	\$84.00	\$99.00	\$90.00	\$81.00	\$99.00	\$84.00
Sub-Total Labor		\$0.00	\$2,448.00	\$7,200.00	\$0.00	\$0.00	\$5,880.00	\$396.00	\$0.00	\$0.00	\$0.00	\$1,176.00
TOTAL LABOR											\$17,100.00	

## II. REIMBURSABLE EXPENSES DESIGN PHASE

EXPENSE ITEM	EXPENSE TYPE	UNIT	No. OF UNITS	COST PER UNIT	TOTAL COST
1	REPRODUCTION				
	Half Size Drawings (11" x 17")	EA	4	\$2.00	\$8.00
	Full Size Drawings (22" x 34")	EA	0	\$4.40	\$0.00
	Report	EA	1	\$40.00	\$40.00
	Prepare Bid Document CD's	EA	0	\$25.00	\$0.00
2	PHOTOCOPIES	EA	100	\$0.20	\$20.00
3	PLOTTING				
	22 X 34 (SET UP )	EA	0	\$15.00	\$0.00
	11 X 17 (SET UP)	EA	8	\$3.00	\$24.00
4	TRAVEL				
	MILEAGE	MILE	570	\$0.575	\$327.75
	TOLLS	TRIP	3	\$5.60	\$16.80
	HOTEL/MEALS	DAY	0	\$155.00	\$0.00
5	SUBCONSULTANTS				
	SURVEY (BSM USA)	LS	0	\$0.00	\$0.00
	ELECTRICAL	LS	0	\$0.00	\$0.00
	STRUCTURAL	LS	0	\$0.00	\$0.00
	GEOTECHNICAL	LS	0	\$0.00	\$0.00
TOTAL EXPENSES					\$436.55

**GRAND TOTAL** \$17,536.55

**USE** \$17,500.00



# **OKEECHOBEE UTILITY AUTHORITY**

## **AGENDA ITEM NO. 19**

**MAY 19, 2022**

### **SWSA MASTER FORCE MAIN**

Bids (9) were received and are specifically outlined in the Notice of Award letter which is attached. Based upon the engineer's summary and more specific review of several of the low bids, the engineer is recommending award to Go Underground Utilities, LLC.

Go Underground has successfully completed several projects in the past for the OUA: Pine Ridge Park, Bet-Her Acres and SE 8<sup>th</sup> Avenue projects.

**OUA staff is recommending approval of the Notice of Award to Go Underground Utilities, LLC and request OUA Board approval for the execution of this document.**

Also included for review is the engineers request for issuance of the Notice to Proceed to Go Underground Utilities, LLC. Go Underground has supplied to the engineer the required documents: Payment & Performance bonds, insurance and signed agreements. The Notice to Proceed have been dated for Monday, May 23, 2022, beginning the time allowed for construction.

**OUA staff is recommending approval of the Notice to Proceed to Go Underground Utilities, LLC and request OUA Board approval for the execution of this document.**

Bid Opening: 3:00 PM, April 27, 2022  
Location: 100 SW 5th Avenue, Okeechobee, FL 34974

Bid Opening: 3:00 PM, April 27, 2022  
Location: 100 SW 5th Avenue, Okeechobee, FL 34974

[illegible]



May 9, 2022

Okeechobee Utility Authority Board of Directors  
Attn: John R. Creasman, Chairman  
100 SW 5<sup>th</sup> Avenue  
Okeechobee, FL 34974

**RE: OUA – SWSA Master Force Main  
Recommendation of Contract Award**

Mr. Creasman:

The OUA received and opened sealed bids on the SWSA Master Force Main Project on April 27, 2022. Nine bids were received, and all were reviewed and deemed responsive. The bids received are summarized in the table below:

<b><u>Bidder</u></b>	<b><u>Bid Amount</u></b>
Boromei Construction	\$2,148,620
Amici Engineering Contractors	\$1,928,997
Go Underground Utilities	\$1,241,740
Young's Communications	\$2,031,041
DBE Management	\$1,308,235
Jamie Underground	\$1,353,000
General Underground	\$1,618,980
Accurate Drilling Systems	\$1,442,554
Hinterland Group, Inc.	\$2,022,800

For reference, the Engineer's Estimate of Probable Construction Cost (EOPCC), inclusive of bid allowances, was \$1,483,600. The bids ranged from 16.3% below to 44.8% above the EOPCC. There were four bids below and five bids above the EOPCC. Based on the bids received, **Go Underground Utilities, LLC** is the apparent low bidder.

The Sumner Engineering team has thoroughly reviewed the bid package submitted by Go Underground Utilities, including checking project references, bid bonds, listed subcontractors, etc., and found the submitted bid to be both responsive and responsible. We recommend that OUA issue a Notice of Award to Go Underground Utilities, LLC.

We have also attached the Agreement Between Owner and Contractor for Construction Contract (EJCDC 520, Modified), which has been forwarded to the Contractor. We recommend that, upon receipt of the signed Agreement and other required documents (performance bond, Certificate of Insurance, etc.), OUA issue a Notice to Proceed (also attached).

Sincerely,  
**Sumner Engineering & Consulting, Inc.**

Jeffrey M Sumner, PE  
President

SECTION 00500

AGREEMENT  
BETWEEN OWNER AND CONTRACTOR  
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between Okeechobee Utility Authority ("Owner") and  
Go Underground Utilities, LLC ("Contractor").

Owner and Contractor hereby agree as follows:

**ARTICLE 1 – WORK**

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

**ARTICLE 2 – THE PROJECT**

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Installation of 12" HDPE force main piping, fittings, valves, and appurtenances, as described in the Construction Documents.**

**THE OKEECHOBEE UTILITY AUTHORITY HAS PRE-PURCHASED, AND WILL MAKE AVAILABLE TO CONTRACTOR, SIGNIFICANT PORTIONS OF THE MATERIALS REQUIRED FOR COMPLETION OF THE PROJECT, AND WILL PROVIDE THOSE MATERIALS TO CONTRACTOR AS DESCRIBED IN SECTION 01100 - SUMMARY OF WORK, PART 1.06.**

**NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS CONTRACT, OR ANY OF THE SUPPLEMENTAL DOCUMENTS, INCLUDING THE BID FORM, THE SPECIFICATIONS OR OTHER CONTRACT DOCUMENTS, THE OKEECHOBEE UTILITY AUTHORITY RESERVES THE RIGHT TO PURCHASE ANY AND ALL EQUIPMENT OR SUPPLIES, WHERE TO DO SO WILL LAWFULLY AVOID THE PAYMENT OR OBLIGATION FOR PAYMENT, OF FLORIDA SALES AND USE TAX. CONTRACTOR AGREES TO COOPERATE WITH THE OWNER IN SPECIFYING AND WORKING WITH ANY THIRD PARTY EQUIPMENT VENDORS OR SUPPLIERS SELECTED BY THE CONTRACTOR AND/OR THE OWNER, AND APPROVED BY THE OWNER, FOR THE PURCHASE OF END ITEMS AND COMPONENTS OF END ITEMS. CONTRACTOR WILL ADVISE THE OWNER OF ANY AND ALL OPPORTUNITIES TO DIRECT PURCHASE END ITEMS AND COMPONENTS OF END ITEMS, GIVING THE OWNER A REASONABLE TIME PERIOD WITHIN WHICH TO ACCOMPLISH THE PURCHASE OF SUCH ITEMS, AND MEET THE TIME SCHEDULES AND CONTRACT TIMES ALLOWED HEREIN. IN THE EVENT THAT OWNER SHALL DECIDE NOT TO MAKE ONE OR MORE SUCH PURCHASES, OR SHALL NOT MAKE ONE OR MORE SUCH PURCHASES, OR SHALL NOT MAKE ONE OR MORE SUCH PURCHASES WITHIN THE TIME FRAME OF THE WORK, THE CONTRACTOR SHALL MAKE THE PURCHASES AND SHALL PAY ALL REQUIRED TAXES. ANY WAIVER OF THIS PROVISION ON THE PART OF THE OWNER, SHALL NOT CONSTITUTE AN ONGOING WAIVER, AND THE CONTRACTOR SHALL NONETHELESS BE OBLIGATED TO NOTIFY THE OWNER OF ANY AND ALL REMAINING OPPORTUNITIES TO MAKE DIRECT PURCHASES.**

## ARTICLE 3 – ENGINEER

- 3.01 The part of the Project that pertains to the Work has been designed by Sumner Engineering & Consulting, Inc.
- 3.02 The Owner has retained Sumner Engineering & Consulting, Inc. (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

## ARTICLE 4 – CONTRACT TIMES

- 4.01 *Time of the Essence*
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 *Contract Times: Days*
- A. The Work will be substantially completed within 210 calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 240 calendar days after the date when the Contract Times commence to run. Contract time will commence to run on the date of the Notice to Proceed.
- 4.03 *Liquidated Damages*
- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. Substantial Completion: Contractor shall pay Owner \$500 for each calendar day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
  2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$250 for each calendar day that expires after such time until the Work is completed and ready for final payment.
  3. In addition to the above, Contractor shall reimburse Owner for Engineering / Inspection Services incurred beyond the Contract times specified in Paragraph 4.02 above.
  4. Liquidated damages for failing to timely attain Substantial Completion and final completion are additive and will be imposed concurrently.

## ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:
- A. For all Work, at the prices stated in the Contractor's Bid, a stipulated price of:  
\$ 1,241,740 .

## ARTICLE 6 – PAYMENT PROCEDURES

### 6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

### 6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the last day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
  2. Retainage shall be withheld from all progress payments in accordance with Florida Statute 255.078, as follows:
    - a. Retainage in the amount of 5% of each progress payment up to completion of the Project.
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

### 6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

## ARTICLE 7 – INTEREST

### 7.01 **Not Used.**

## ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
  - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
  - D. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
  - E. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
  - F. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
  - G. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
  - H. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
  - I. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

## ARTICLE 9 – CONTRACT DOCUMENTS

### 9.01 *Contents*

- A. The Contract Documents consist of the following:
  - 1. This Agreement (pages 1 to 7, inclusive).
  - 2. Performance bond (pages 1 to 1, inclusive).
  - 3. Other bonds.
    - a. \_\_\_\_ (pages \_\_\_\_ to \_\_\_\_, inclusive).



4. General Conditions (pages 1 to 70 inclusive).
  5. Supplementary Conditions (pages 1 to 3, inclusive).
  6. Specifications as listed in the table of contents of the Project Manual.
  7. Drawings (not attached but incorporated by reference)
  8. Addenda (numbers 1 to 2, inclusive).
  9. Exhibits to this Agreement (enumerated as follows):
    - a. Contractor's Bid (pages 1 to 6, inclusive).
  10. The following which may be delivered or issued on or after the Effective Date of the Contract and are included in the Appendices of the Contract Documents for reference.
    - a. Notice of Award.
    - b. Notice to Proceed.
    - c. Contractor's Application for Payment.
    - d. Work Change Directives.
    - e. Change Orders.
    - f. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

## **ARTICLE 10 – MISCELLANEOUS**

### **10.01 Terms**

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

### **10.02 Assignment of Contract**

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party heretowithout the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

### **10.03 Successors and Assigns**

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

#### 10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

#### 10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
  - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

#### 10.06 *Other Provisions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on   (which is the Effective Date of the Contract).

OWNER: **Okeechobee Utility Authority**

CONTRACTOR: **Go Underground Utilities, LLC**

By: John R. Creasman

By: Crayton Tillman

Title: Chairman

Title: Superintendent

*(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

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

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

Address for giving notices:

Address for giving notices:

Attn: John Hayford

Attn: Crayton Tillman

100 SW 5th Avenue

11 US 27 North

Okeechobee, FL 34974

Lake Placid, FL 33852

License No.: \_\_\_\_\_

*(where applicable)*

*(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)*

END OF SECTION

SECTION 00620

PUBLIC CONSTRUCTION  
BOND (Performance Bond)

BY THIS BOND, We, \_\_\_\_\_, as PRINCIPAL, and  
\_\_\_\_\_, a corporation, as SURETY, are bound to  
the Okeechobee Utility Authority, a \_\_\_\_\_, herein  
called OWNER, in the sum of \$ \_\_\_\_\_ for payment of

which we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if PRINCIPAL:

1. Performs the contract dated \_\_\_\_\_, 20\_\_\_\_, between PRINCIPAL and OWNER for construction of **Okeechobee Utility Authority SWSA Master Force Main** the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supply PRINCIPAL with labor, materials, or supplies, used directly or indirectly by PRINCIPAL in the prosecution of the work provided for in the contract; and

3. Pays OWNER all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that OWNER sustains because of a default by PRINCIPAL under the contract, and;

4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

Dated on \_\_\_\_\_, 20\_\_\_\_.

Principal - Contractor: \_\_\_\_\_

By: \_\_\_\_\_ (Seal)  
(Principal - Contractor)

Surety: \_\_\_\_\_

By: \_\_\_\_\_ (Seal)  
As Attorney in Fact  
(Attach Power of Attorney)

By: \_\_\_\_\_  
(Florida Resident Agent)

END OF SECTION

## NOTICE OF AWARD

---

Date of Issuance:

Owner: **Okeechobee Utility Authority**

Owner's Contract No.: **N/A**

Engineer: **Sumner Engineering & Consulting, Inc.**

Engineer's Project No.: **19-04**

Project: **SWSA Master Force Main**

Contract Name: **N/A**

Bidder: **Go Underground Utilities, LLC**

Bidder's Address: **111 US 27 N., Lake Placid, FL 33852**

### TO BIDDER:

You are notified that Owner has accepted your Bid dated [ **April 27, 2022** ] for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

**SWSA Master Force Main**

*[describe Work, alternates, or sections of Work awarded]*

The Contract Price of the awarded Contract is: **\$ 1,241,740.00**

[ ☒ ] unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

☒ a set of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner **four (4)** counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security *[e.g., performance and payment bonds]* and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any): **N/A**

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

---

Owner: **Okeechobee Utility Authority**

Authorized Signature

By: **John R. Creasman**

Title: **Chairman**

Copy: Engineer

---

**NOTICE TO PROCEED**

---

Owner: **Okeechobee Utility Authority** Owner's Contract No.:  
Contractor: **Go Underground Utilities, LLC** Contractor's Project No.:  
Engineer: **Sumner Engineering & Consulting, Inc.** Engineer's Project No.: **19-04**  
Project: **SWSA Master Force Main** Contract Name:  
Effective Date of Contract:

---

**TO CONTRACTOR:**

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on **May 23, 2022**.

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work shall be done at the Site prior to such date. In accordance with the Agreement, the number of calendar days to achieve Substantial Completion is **210**, and the number of calendar days to achieve readiness for final payment is **240**.

Before starting any Work at the Site, Contractor must comply with the following:

N/A

---

Owner: **Okeechobee Utility Authority**

By: Authorized Signature  
**John R Creasman**  
Title: **Chairman**  
Date Issued: **January 24, 2022**

Copy: Engineer



# OKEECHOBEE UTILITY AUTHORITY

## AGENDA ITEM NO. 20

MAY 19, 2022

### KING'S BAY WATER MAIN EXTENSION

A private property owner has approached the OUA to extend a water main from the front entrance at King's Bay to their property. The private party will extend the water main at their cost and size (6" PVC) to meet their needs. The private party has asked the OUA to pay for any up sizing to meet future OUA needs, extensions past their property, engineering and surveying.



The OUA has been approached several times concerning this extension, the last being January 2021. This request is beneficial to both the property owner as well as the OUA. There have been many requests from the property owners on the other side of US 411SE for service. If this line were extended, there will be more than one new customer.

If the OUA Board is agreeable, Staff is requesting authorization to acquire engineering and surveying services for this project. Once this field work is completed, staff will bring back to the OUA Board estimates for water main installation and cost sharing from the property owner.

# **OKEECHOBEE UTILITY AUTHORITY**

## **AGENDA ITEM NO. 21**

**MAY 19, 2022**

### **SE-2 LAND PURCHASE**

The lot shown below is for sale. The OUA has expressed an interest in this lot as a means to provide a buffer next to the OUA owned SE 2 wastewater pump station.



The Okeechobee County Property Appraiser has this parcel (lots 2,3,4 and alleyway Block K) valued at \$53,288. Prior to the OUA purchase of this parcel, OUA staff would obtain an independent appraisal to confirm a current marketable value.

At the time Board packages went out, the appraisal was to be delivered on Friday (5/13) and will be forwarded when received.

The benefit to the OUA would be to provide a setback area away from any noise, light or odor conditions emanating from the SE 2 pump station. Since the development of the parcel to the east of SE 2 (Centennial Park), the OUA has lost convenient access to the pump station site.



# **OKEECHOBEE UTILITY AUTHORITY**

## **AGENDA ITEM NO. 22**

**MAY 19, 2022**

### **OFFICE PROPERTY PURCHASE**

As has been discussed at previous meetings, the OUA will be hiring a person to fill the assistant executive director position. An office will need to be created which will require a remodel of the main office space or the purchase of space elsewhere.

The owner of a building on a parcel which is adjacent to the OUA main office has reached out to the OUA to see if the OUA would be interested in purchasing this parcel.



The building is 1,100 SF, built in 1960 and assessed at \$33,362. It currently is operated as a Bail Bond office and has been a Tattoo Parlor, Barber Shop or various other businesses.

Prior to purchasing this building, the OUA will require an inspection to determine current condition. If the OUA were to purchase this building, it will require some refurbishing such as paint, electrical and connective (internet/server) services from the OUA office.

This is brought to the OUA Board for review, discussion and direction. OUA staff is recommending the purchase subject to the building inspection.

**OKEECHOBEE UTILITY AUTHORITY**

AGENDA ITEM NO. 23

MAY 19, 2022

**PUBLIC COMMENTS**

**OKEECHOBEE UTILITY AUTHORITY**

AGENDA ITEM NO. 24

MAY 19, 2022

**ITEMS FROM THE ATTORNEY**

# **OKEECHOBEE UTILITY AUTHORITY**

## **AGENDA ITEM NO. 25**

**MAY 19, 2022**

### **ITEMS FROM THE EXECUTIVE DIRECTOR**

#### **Southwest Wastewater Service Area**

- Project 1 Design of the pump station & force main
    - Master Pump Station (MPS)
      - MPS Construction – Under construction
- |                    |                                       |
|--------------------|---------------------------------------|
| Notice to Proceed: | February 20, 2022                     |
| Substantial:       | February 19, 2023 (365 calendar days) |
| Final:             | April 20, 2023 (425 calendar days)    |
- Master Force Main (MFM)
    - Bids received April 27, 2022
    - Notice of Award (under consideration today)
    - Notice to Proceed (under consideration)
  - Force Main SE2 Interconnect
    - Anticipated bid advertisement June 2022
- Project 2 Collection System
    - Anticipated bid advertisement August 2022
- Project 3 Okee-Tantie
    - Anticipated bid advertisement January 2023

#### **Pine Ridge Park WWTP Demolition**

- Demolition underway (anticipated completion within weeks)

#### **Pine Ridge Park Utility Improvements**

- Bid opening date was April 11, 2022
- Bids under consideration today

#### **SW 5<sup>th</sup> Ave Wastewater System Improvements**

- Under design

#### **AMI Project**

- Bid documents under design, will be advertised shortly.

#### **Meetings Attended**

- Okeechobee County Economic Development Corporation, May 13, 2022

**OKEECHOBEE UTILITY AUTHORITY**

AGENDA ITEM NO. 26

MAY 19, 2022

**ITEMS FROM THE BOARD**