

RESOLUTION 25-3481

A RESOLUTION OF THE CITY OF CASSELBERRY, FLORIDA, APPROVING AND AUTHORIZING SEMINOLE COUNTY TO PROCEED WITH THE AWARD OF THE ENGLISH ESTATES WATER MAIN REPLACEMENT PHASE I PROJECT TO MERCON CONSTRUCTION CO. PURSUANT TO THE SEMINOLE COUNTY AND CITY OF CASSELBERRY INTERLOCAL UTILITY RELOCATION AGREEMENT FOR THE OXFORD ROAD DRAINAGE AND SIDEWALKS PROJECT AND ENGLISH ESTATES WATER MAIN REPLACEMENT PHASE I PROJECT; AUTHORIZING THE CITY MANAGER TO DIRECT STAFF TO DEPOSIT THE CONSTRUCTION COST AND CONSTRUCTION ENGINEERING AND INSPECTION COST AS PROVIDED HEREIN WITH SEMINOLE COUNTY WITHIN 62 DAYS OF AWARD; AUTHORIZING THE CITY MANAGER TO EXECUTE CHANGE ORDERS UP TO THE CONTINGENCY AMOUNT OF 10% OF THE COST OF CONSTRUCTION AND 10% OF THE COST OF CONSTRUCTION ENGINEERING AND INSPECTION SERVICES AS PROVIDED HEREIN; AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO PRE-APPROVE ADDITIONAL COSTS NOT EXCEEDING THE CONTINGENCY AMOUNTS SET FORTH HEREIN; AND PROVIDING FOR CONFLICTS, SEVERABILITY, AND EFFECTIVE DATE.

WHEREAS, the redevelopment of infrastructure improvements to the English Estates Community is considered an important endeavor to both Seminole County and the City of Casselberry; and

WHEREAS, the County project, also known as the Oxford Road Drainage and Sidewalks Project, will provide important stormwater and multimodal improvements to the English Estates area; and

WHEREAS, the City project, also known as the English Estates Water Main Replacement Phase 1 Project, will provide important potable water rehabilitation to the English Estates area; and

WHEREAS, both Seminole County and the City of Casselberry wish to coordinate the construction of the projects and have entered into that certain Seminole County and City of Casselberry Interlocal Utility Relocation Agreement for the Oxford Road Drainage and Sidewalks Project (County) and English Estates Water Main Replacement Phase I Project (City) (the "Interlocal Agreement"), dated May 14, 2024, approved via City of Casselberry Resolution 24-3409; and

WHEREAS, pursuant to Section 7(b) of the Interlocal Agreement, the County has conducted the public, sealed bidding of the Project, including the City Utility Work, and has identified Mercon Construction Co. as the lowest and most responsible bidder; and

WHEREAS, pursuant to Section 7(c) of the Interlocal Agreement, the County has provided the City with a copy of all bids received to allow the City staff to evaluate all submitted prices for the City Utility Work and, pursuant to the same Section, before the award, the City has the option to decide that it does not wish to proceed further with including the City Utility Work in the County Project; and

WHEREAS, the City has evaluated the bids and determines that it approves and authorizes the County to proceed with including the City Utility Work in the County Project, with the bid amount for the construction cost for the City Utility Work being \$2,663, 638.29, which is 38.63% of the total construction cost (\$6,895,700.48) and, based on that percentage, the City's CEI cost share shall be \$411,450.78, which results in a total cost to the City of \$3,075,089.07; and

WHEREAS, the City Commission recognizes that the bid amount for the City Utility Work is less than the cost estimate for such Work performed by CPH, the City's Engineer of Record, in January 2024; and

WHEREAS, pursuant to Section 13(d) of the Interlocal Agreement, the City Commission herein authorizes the City staff to, on or before the sixty-second (62nd) day after award of the County Contract to deposit with the County the bid amount for the City Utility Work and the City Percentage for CEI, Mobilization, and Maintenance of Traffic, which shall be held in a separate account by the County and utilized to pay County Contractor's invoices related to the City Utility Work and the applicable portion of the CEI Consultant's fee; and

WHEREAS, the City Manager is authorized to execute change orders in the amount provided herein and to pre-approve additional costs that do not exceed the contingency amounts set forth herein; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF CASSELBERRY, FLORIDA, AS FOLLOWS:

SECTION I. Recitals. The City Commission of the City of Casselberry hereby adopts the findings included in the Recitals above.

SECTION II. Authorization to Proceed with Award of City Utility Work and Deposit Bid Amount with Seminole County. Pursuant to Section 7(c) of the Interlocal Agreement, the City has evaluated the bids for the City Utility Work and approves and authorizes the County to proceed with including the City Utility Work in the County Project, with the bid amount for the construction cost for the City Utility Work being \$2,663, 638.29, which is 38.63% of the total construction cost (\$6,895,700.48) and, based on that percentage, the City's CEI cost share shall be \$411,450.78, which results in a total cost to the City of \$3,075,089.07. Further, pursuant to Section 13(d) of the Interlocal Agreement, the City Commission herein authorizes City staff to, on or before the sixty-second (62nd) day after award of the County Contract, deposit with the County the bid amount for the City Utility Work and the City Percentage for CEI, Mobilization, and Maintenance of Traffic, as provided in this Section II, which shall be held in a separate account by the County and utilized to pay County Contractor's invoices related to the City Utility Work and the applicable portion of the CEI Consultant's fee.

SECTION III. City Manager Contingency Authorization. The City Manager is hereby authorized to execute change orders in the amount of 10% of the construction cost (\$266,363.83) and 10% of the CEI, Mobilization, and Maintenance of Traffic (\$41,145.08) and to pre-approve additional costs that do not exceed the contingency amounts set forth herein.


SECTION IV. Conflicts. All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION V. Severability. If any Section or portion of a Section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Resolution.

SECTION VI. Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

PASSED and ADOPTED this 10th day of February, AD 2025.

ATTEST:


Donna G. Gardner
City Clerk


David Henson
Mayor/Commissioner