



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Consent

F.10.

5/20/2025

Subject:

Approval of Change Order for Payment of Emergency Invoice to Atlantic Development Inc. for an 8-inch Gravity Main Repair on South Courtney Parkway (District 2)

Fiscal Impact:

The total cost of repair is \$224,533.71, funded by the Utility Services operation fund.

Dept/Office:

Utility Services

Requested Action:

It is requested that the Board approve payment to Atlantic Development, Inc. for their services associated with an Emergency Purchase Order in the amount of \$224,533.71 for sewer repair on South Courtenay Parkway in Merritt Island.

Summary Explanation and Background:

On April 9, 2025, the Sykes Creek Service Area crew was notified of a sinkhole on South Courtenay Parkway. It was discovered that the 8-inch clay pipe gravity sewer had failed. This sewer is over 60 years old. To remedy the situation in an expedited manner, we coordinated the repair of the gravity sewer with Atlantic Development of Cocoa, Inc. An Emergency Purchase Order (EPO 4500125223) was initiated in the amount of \$50,000 until the repair was complete and a final invoice was submitted for the total amount of the repair. The repair involved replacing 98 feet of 8-inch gravity sewer, which included trenching, dewatering, resurfacing, curbing, and traffic maintenance.

The total cost of the effort described above from Atlantic Development of Cocoa, Inc. was \$224,533.71. As a result, this Department is requesting approval in the amount of \$224,533.71 for the payment of the only and final invoice submitted by Atlantic Development of Cocoa, Inc. (see attachment). There is adequate funds within the Department's budget to pay the mentioned invoice.

Clerk to the Board Instructions:

E-mail Clerk Memo to karina.perez@brevardfl.gov <<mailto:karina.perez@brevardfl.gov>>, and mail the original memo to the Utility Services Department.



Kimberly Powell, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001
Fax: (321) 264-6972
Kimberly.Powell@brevardclerk.us

May 21, 2025

MEMORANDUM

TO: Edward Fontanin, Utility Services Director

RE: Item F.10., Approval of Change Order for Payment of Emergency Invoice to Atlantic Development Inc. for an Eight-Inch Gravity Main Repair on South Courtney Parkway

The Board of County Commissioners, in regular session on May 20, 2025, approved a payment to Atlantic Development, Inc. for the services associated with an Emergency Purchase Order in the amount of \$224,533.71, for an eight-inch gravity main sewer repair on South Courtney Parkway in Merritt Island.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
RACHEL M. SADOFF, CLERK

Kimberly Powell
Kimberly Powell, Clerk to the Board

cc: Interim County Manager
Finance
Budget



Atlantic Development of Cocoa, Inc.
 2185 W. King St.
 Cocoa, FL 32926
 PH: 321-639-8788 | Fax: 321-632-3655

Final Invoice

Date	Invoice #
4/17/2025	2549

Bill To
BREVARD COUNTY UTILITY SERVICES 2725 JUDGE FRAN JAMIESON WAY A-213 VIERA, FL 32940

Job Name
S. Courtenay Pkwy Gravity Sewer Emergency Repair

Job No.	PO. No.	Terms
ADC # 25-027		Net 30

Description	Qty	U/M	Rate	Amount
LABOR:				
1 - PROJECT MANAGER	24	HRS	95.58	2,293.92
1 - PROJECT MANAGER	14	OT HRS	143.37	2,007.18
1 - SUPERINTENDENT	31.5	HRS	61.85	1,948.28
1 - SUPERINTENDENT	17.5	OT HRS	92.78	1,623.65
2 - OPERATORS (31.5 HRS EACH)	63	HRS	42.74	2,692.62
2 - OPERATORS (17.5 OT HRS EACH)	35	OT HRS	64.11	2,243.85
3 - DRIVERS (31.5 HRS EACH)	94.5	HRS	40.77	3,852.77
3 - DRIVERS (17.5 OT HRS EACH)	52.5	OT HRS	61.16	3,210.90
2 - PIPE LAYERS (31.5 HRS EACH)	63	HRS	39.36	2,479.68
2 - PIPE LAYERS (17.5 OT HRS EACH)	35	OT HRS	59.04	2,066.40
2 - LABORERS (31.5 HRS EACH)	63	HRS	36.88	2,323.44
2 - LABORERS (17.5 OT HRS EACH)	35	OT HRS	55.32	1,936.20
TOTAL LABOR:				28,678.89
EQUIPMENT:				
1 - DOOSAN 300 EXCAVATOR	40	HRS	205.00	8,200.00
1 - BOBCAT 96 LOADER	49	HRS	125.00	6,125.00
2 - DUMP TRUCKS (40 HRS EACH)	80	HRS	65.00	5,200.00
1 - WELLPOINT SYSTEM	96	HRS	125.00	12,000.00
3 - COMPACTORS (16 HRS EACH)	48	HRS	65.00	3,120.00
1 - WATER TRUCK	16	HRS	85.00	1,360.00
1 - VAC TRUCK	12	HRS	210.00	2,520.00
1 - GOOSENECK TRAILER	18	HRS	85.00	1,530.00

			Subtotal
			Sales Tax (0.0%)
			Total
			Payments/Credits
			Balance Due



Atlantic Development of Cocoa, Inc.
2185 W. King St.
Cocoa, FL 32926
PH: 321-639-8788 | Fax: 321-632-3655

Final Invoice

Date	Invoice #
4/17/2025	2549

Bill To
BREVARD COUNTY UTILITY SERVICES 2725 JUDGE FRAN JAMIESON WAY A-213 VIERA, FL 32940

Job Name
S. Courtenay Pkwy Gravity Sewer Emergency Repair

Job No.	PO. No.	Terms
ADC # 25-027		Net 30

Description	Qty	U/M	Rate	Amount
2 - DEMO SAWS (40 HRS EACH)	80	HRS	65.00	5,200.00
1 - AIR COMPRESSOR	40	HRS	85.00	3,400.00
4 - CREW TRUCKS (49 HRS EACH)	196	HRS	55.00	10,780.00
1 - LOWBOY	16	HRS	125.00	2,000.00
MARK UP			4,607.63	4,607.63
EQUIPMENT TOTAL:				66,042.63
MATERIALS:				
8" PVC SDR 26	98	LF	23.15	2,268.70
HYD. CEMENT	5	GAL	95.85	479.25
LIMEROCK	168	TN	36.85	6,190.80
SP 12.5 ASPHALT	50	TN	155.00	7,750.00
MARK UP			1,668.88	1,668.88
TOTAL MATERIALS:				18,357.63
SUBCONTRACTORS:				
ADRIAN TURNBAUGH CONSTRUCTION	1	LS	8,200.00	8,200.00
FLASH-RITE, INC.	1	LS	42,224.93	42,224.93
KSM TESTING	1	LS	1,979.40	1,979.40
VA PAVING	1	LS	46,893.00	46,893.00
LSP LANDSCAPING	1	LS	2,025.00	2,025.00
MARK UP			10,132.23	10,132.23
TOTAL SUBCONTRACTORS:				111,454.56
			Subtotal	\$224,533.71
			Sales Tax (0.0%)	\$0.00
			Total	\$224,533.71
			Payments/Credits	\$0.00
			Balance Due	\$224,533.71

BREVARD COUNTY PURCHASING SERVICES

PURCHASE ORDER CHANGE REQUEST

Change Order #: 01	PROJECT / COMMODITY TITLE: EPO Gravity Main Sinkhole Repair	
	CURRENT PO TOTAL: \$ 50,000.00	
	COST OF CURRENT CHANGE ORDER: \$ 174,533.71	
	UPDATED TOTAL PO AMOUNT: \$ 224,533.71	
FROM: Utility Services	PA NAME/BC #: Heather Riley BC7	DATE: 04/25/2025
PO #: 4500125223	VENDOR NAME/ #: Atlantic Development # 3610	

CHANGE the Following Item(s)							
Item No.	From Quantity	To Quantity	Change G/L to	Change CC to	Change IO to	From Unit/Encumbered Price	To Unit/Encumbered Price
10						\$ 50,000.00	\$ 224,533.71



ADD the Following Item(s)						
Item No.	Description of Comm/Services	G/L	CC	IO (as required)	Quantity	Unit Price

CANCEL the Following Item(s)	
Cancel Entire Purchase Order: _____ (Requires Requestor Signature)	
Cancel Item Number(s):	

▼ Check Each Applicable Item Below ▼		◆ Check Appropriate Action for Requisition over \$15,000 ◆	
<input type="checkbox"/>	If Over \$15,000 – Attach Separate Justification, if Applicable.	<input type="checkbox"/>	Permission to Purchase from GSA, State, Cooperative Bids/Contracts
<input type="checkbox"/>	If Trade-in or Replacement – List Property Record Number of Old Unit	<input type="checkbox"/>	Permission to Repair (Facilities/Equipment)
<input type="checkbox"/>	Proprietary Purchase Single Distributor, Patent Number, etc.	<input checked="" type="checkbox"/>	Sole Source/Only Known Source (Attach Documentation)
			Other (Please Describe Below)

Detailed Description of Service/Commodity and Justification:

Change Order request for payment of emergency invoice to Atlantic Development Inc. for an 8-inch Gravity main Repair. Please increase \$174,533.71 funding for the EPO 4500125223.

Requested By: PADMAJA PRAKHYA 	Purchasing Use Only
Approved By: Edward Fontanin 	
Administrative Approval:	Change Order Input:
Printed Name & Signature: _____	
Phone Number: _____	
Need Change Order By: _____	By: _____
	On: _____



BOARD OF COUNTY COMMISSIONERS
FLORIDA TAX EXEMPT #85-8012621749C-1
FEDERAL TAX EXEMPT #59-6000523

Purchase Order

PO Number Date
4500125223 04/10/2025

Contact Person: PA 7 H Riley

I CERTIFY THAT THIS IS AN AUTHORIZED PURCHASE

Heather Riley

ATLANTIC DEVELOPMENT OF COCOA IN
2185 W KING STREET
COCOA FL 32926
FAX NUMBER 321-632-3655

Your Vendor Number With Us 3610

Send all invoices related to this purchase order to the deliver to
address unless otherwise stated in the item description.

Sykes Creek WW Plant
3630 N. Courtenay Pkwy
Merritt Island FL 32953

Delivery date: 06/30/2025

Terms of payment: In accordance with the Florida Prompt Payment Act, Florida Statute section 218.70, et seq.

ITEM	MATERIAL DESCRIPTION		Price per unit	Net value
	Order qty	Unit		
00010		EPO: S.Courtenay PKWY & 705 Orchid Lane		
	1	each	50,000.00	50,000.00
Sinkhole repair on S. Courtenay PKWY & 705 Orchid Lane between manholes M03-034 and M03-037				
Please send all invoices to: UtilitySvc_Ops@brevardfl.gov				
Total net value excl. tax USD				50,000.00
=====				

BREVARD COUNTY, FLORIDA ("the County") PURCHASE ORDER ("PO") GENERAL CONTRACT

GENERAL: The terms set forth in this PO or attached Agreement cannot be changed by the Vendor. If the PO or attached Agreement is not acceptable to the Vendor, the Vendor shall return the PO or attached Agreement to Brevard County's Purchasing Services. Failure to comply with any of the terms and conditions of this PO or attached Agreement shall be considered a material breach and may result in termination of this PO or attached Agreement and could disqualify the Vendor from receiving future POs or Agreements.

PURCHASE ORDER NUMBER: This PO and the Vendor's name must be clearly shown on all invoices, packing slips, delivery receipts, and correspondence. Failure to clearly indicate the PO number may result in the return of invoiced material.

ACCEPTANCE: All terms and conditions referenced on the General Conditions of this PO, along with any attached Agreement, signed by both parties, constitute the entire agreement between the County and the Vendor. This PO and any attached Agreement shall not be modified except in writing and executed by all parties. In the event of any conflict between the terms and conditions of this PO and the attached Agreement, those found in the attached Agreement shall control.

DELIVERY/TITLE/RISK OF LOSS: Title shall pass to the County upon the County's acceptance of the conforming goods to the designated location. Notwithstanding any Agreement to pay the freight, express, or other transportation charges, the risk of loss of the goods and/or services passes only with title to the County. Containers and reels shall become the property of the County. Delivery shall be made during normal County working hours. All containers shall be plainly marked with the Vendor's name and PO number. Charges are not allowed for boxing or crating unless previously agreed upon in writing. Cash on Delivery ("COD") shipments will not be accepted. In the event that the County agrees to pay the freight, all freight charges shall be fully prepaid and included in the invoice. The original shipping bill shall be included with the invoice. Prices are to be Free on Board ("FOB") Destination unless specified in this PO to the contrary. Delivery time and completion time are of the essence on all orders. Delivery time and completion time are deciding factors for this PO and attached Agreement.

INDEMNIFICATION: The Vendor agrees to indemnify and hold harmless the County and its officers, agents, and employees from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from the performance, failure in the performance of, or defect in, the products or services to be procured, provided such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, death, or personal injury, or to property damage, including loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent, willful, or intentionally wrong act or omission of the Vendor, any subcontractor of the Vendor or any of their employees, or arises from a job-related injury. The Vendor acknowledges adequate consideration has been exchanged for this indemnification provision.

INSURANCE: The Vendor, at its own expense, agrees to provide Workers' Compensation Coverage for all Vendor's employees, and to maintain such general and auto liability, as is deemed necessary by Brevard County Risk Management for the particular circumstances and operations of the Vendor. The Vendor further agrees to provide the County with Certificates of Insurance, mailed directly from the insurance holder's company to the ordering/requesting department or office, indicating the amount of coverage in force.

TERMINATION OF AGREEMENT: The Vendor may terminate this PO or attached Agreement, for good cause, upon ninety (90) days prior written notice. The County retains the right to terminate the PO or attached Agreement, in part or in its entirety, with or without good cause, upon thirty (30) days prior written notice. If either party fails or refuses to perform any of the provisions of this PO or attached Agreement, or otherwise fails to timely satisfy the PO or attached Agreement, the non-breaching party may notify the other party in writing of the non-performance and terminate the PO or attached Agreement, or any such part of the PO or attached Agreement as to which there has been a delay or a failure to properly perform. This shall constitute termination for good cause. Any work completed or services provided prior to the date of termination shall, at the option of the County, become the property of the County. The County is only responsible for payment for goods delivered, work completed, or services rendered prior to the effective date of termination.

WARRANTY: The Vendor warrants that the goods and/or services supplied are suitable for the intended and advertised use and shall be of good workmanship and of proper materials, free from defects and in accordance with specifications.

TAXES: Brevard County is exempt from the payment of all Federal, State, or local taxes. Federal Tax Exemption Number is 59-6000523. The State of Florida Sales and Use Tax Exemption Number is 85-8012621749C-1.

All Vendors must submit a Form W-9 to the County's Finance Department. The County is required to obtain the Form W-9 by the US Internal Revenue Services which provides the County with the Vendor's correct Taxpayer Identification Number in order for the County to release payment to the Vendor.

INVOICING: Invoicing shall contain the vendor's name and mailing address, PO number, invoice date, itemized invoice, number of items, type of items, unit price, extended price, and total. To ensure prompt payment of invoices, send all invoices related to this PO to the delivery address on the front of the PO.

MATERIAL SAFETY DATA SHEET: The Vendor agrees to furnish Brevard County with a current Material Safety Data Sheet (MSDS) on, or before delivery of, every hazardous chemical or substance purchased, classified as toxic under Chapter 442, Florida Statutes. Appropriate labels and MSDS sheets shall be provided for all shipments. MSDS sheets shall be submitted in duplicate to Brevard County Risk Management at 2725 Judge Fran Jamieson Way, Viera, Florida 32940, and to the ordering/requesting County department/office.

RIGHT TO AUDIT/PUBLIC RECORDS: The County and its auditors shall be entitled to audit the books and records of the Vendor to the extent that such books and records relate to the performance of this PO or attached Agreement. Said records shall be made available to the County and its auditors upon request for audit purposes only. Such books and records shall be maintained by the Vendor for a period of five (5) years from the date of final payment under this PO or attached Agreement and any extensions/renewals unless a shorter period is otherwise authorized in writing.

The Vendor understands that Brevard County is subject to the Florida Public Records Law, Chapter 119, Florida Statutes. The Vendor agrees and understands that Florida has broad public records disclosure laws, and that any written communication with the Vendor, to include emails, email addresses, a copy of this PO or attached Agreement, and any supporting documentation are subject to public disclosure upon request, unless otherwise exempt or confidential under Florida Statute.

UNAUTHORIZED ALIEN WORKERS: In accordance with Section 448.095, Florida Statutes, Brevard County may not enter into or renew a PO or attached Agreement with a Vendor unless each party to the PO or attached Agreement registers with and uses the U.S. Department of Homeland Security E-Verify System (E-Verify). For the purpose of this Section, a Vendor is defined as a person or entity that has accepted this PO or attached Agreement with the County to provide labor, supplies, and/or services to the County in exchange for salary, wages, or other remuneration.

Brevard County will verify the Vendor's participation in the E-Verify System by confirming their enrollment on the U.S. Department of Homeland Security E-Verify website. Vendors whose participation cannot be verified on the U.S. Department of Homeland Security E-Verify website shall provide acceptable evidence of their enrollment prior to the award of the PO or attached Agreement. Acceptable evidence may include, but not be limited to, a copy of the fully executed E-Verify Memorandum of Understanding.

COMPLIANCE WITH ALL FEDERAL, STATE, AND LOCAL LAWS: The Vendor shall comply with all Federal, State of Florida, and local laws, rules, and regulations.

ATTORNEYS FEES: In the event of any legal action to enforce the terms of this PO or attached Agreement, each party shall bear its own attorney fees and costs.

GOVERNING LAW; VENUE: This PO or attached Agreement shall be governed by the laws of the State of Florida, and ANY TRIAL SHALL BE NON-JURY. Venue for any legal action to interpret, construe, or enforce this PO or attached Agreement shall be in a court of competent jurisdiction in and for Brevard County, Florida.

PAYMENT: Unless otherwise stated, payment will be made in accordance with Section 218.70, Florida Statutes, et seq., Local Government Prompt Payment Act.