Agenda Report

2725 Judge Fran Jamieson Way
Viera, FL 32940

Consent

F.5. 12/16/2025

Subject:
Approval for Payment of Emergency Invoice to Meeks Plumbing, Inc. for assistance with pumping of lift station J02 in the Port St. John Service Area (District 1).

Fiscal Impact:
The total cost of pumping and hauling for the lift station J02 basin is $313,290. Funding for the entire amount will come from the Utility Services operations fund.

Dept/Office:
Utility Services

Requested Action:
It is requested that the Board approve payment to Meeks Plumbing, Inc. for their efforts in the amount of $313,290 when they assisted us with a collapsed gravity main on Fay Boulevard; and authorize the County Manager to execute all necessary budget amendments (BCRs).

Summary Explanation and Background:
On October 16, 2025, we were alerted that a 10-inch gravity main that runs under Fay Boulevard had collapsed in two (2) separate areas: one at the CVS pharmacy parking lot, and the second one at the North side of Fay Boulevard. This caused the line to start backing up, and to prevent any major sewage spills, we requested the assistance of Meeks Plumbing, Inc.

Once they were on site, they started by pumping raw sewage from lift station J01 and manhole #J02002. Once excavation started on the gravity main, it was observed at the North side of Fay Boulevard, it was too deteriorated for any kind of repairs. It was determined at that moment that instead of repairing the gravity main, it needed to be replaced.

Until the installation of the new gravity main, Meeks Plumbing, Inc. continued to move wastewater from lift station J01 and manhole #J02002 to prevent any major back-ups and possible sanitary sewer overflows.

We requested an Emergency Purchase Order (EPO) in the amount of $50,000 to initiate the start of the emergency operation. Total cost of this emergency operation is $313,290; therefore, a change order in the amount of $263,290 is requested so that invoice # 0233713-IN can be paid to Meeks Plumbing, Inc.

Clerk to the Board Instructions:
E-mail Clerk Memo to karina.perez@brevardfl.gov and mail the original Memo to Utility Services Department.

BREVARD County
BOARD OF COUNTY COMMISSIONERS

FLORIDA'S SPACE COAST

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

December 17, 2025

MEMORANDUM

TO: Edward Fontanin, Utility Services Director

RE: Item F.5., Payment of Emergency Invoices to Meeks Plumbing, Inc. for Assistance with the Pumping of Lift Station J02 in Port St. John Service Area

The Board of County Commissioners, in regular session on December 16, 2025, executed and approved the Purchase Order Change Request for payment to Meeks Plumbing, Inc. for the total cost of their efforts assisting with pumping Lift Station J02 and a collapsed gravity main on Fay Boulevard, in the Port St. John Service Area, for $313,290; and authorized the County Manager to execute all necessary budget amendments. Enclosed is the executed Purchase Order Change.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
RACHEL M. SADOFF, CLERK

Kimberly Powell

Kimberly Powell, Clerk to the Board

/ds

Encl. (1)

cc: Finance
Budget

BREVARD COUNTY PURCHASING SERVICES

PURCHASE ORDER CHANGE REQUEST

Change Order #: 01	PROJECT / COMMODITY TITLE:	EPO 10" gravity main collapse at FayBlvd
	CURRENT PO TOTAL:	$ 50,000.00
	COST OF CURRENT CHANGE ORDER:	$ 263,290.00
	UPDATED TOTAL PO AMOUNT:	**$ 313,290.00**

FROM:	Utility Services Department	PA NAME/BC #:	BC7	DATE:	11/21/2025
PO #:	4500128038	VENDOR NAME/#:	14257 MEEKS PLUMBING INC		

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	$ 313,290.00

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♦

☒	If Over $15,000 – Attach Separate Justification, if Applicable.	☐	Permission to Purchase from GSA, State, Cooperative Bids/Contracts	☐	Sole Source/Only Known Source *(Attach Documentation)*
☐	If Trade-in or Replacement – List Property Record Number of Old Unit	☐	Permission to Repair (Facilities/Equipment)	☐	Other (Please Describe Below)
☐	Proprietary Purchase Single Distributor, Patent Number, etc.				

Detailed Description of Service/Commodity and Justification:

The change order is required because the actual cost exceeds the original estimated cost for this service. Please find the justification letter attached for your review.

Requested By: Marta Cuevas MOC

Approved By: Edward Fontanin [signature]
Printed Name & Signature

Administrative Approval: Thad Altman [signature]
Printed Name & Signature

Phone Number:

Need Change Order By:

Purchasing Use Only

Change Order Input:

By: __________

On: __________

As approved by the Board December 16, 2025.

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

Purchase Order

PO Number 4500128038
Date 11/20/2025
Contact Person: PA 7 H Riley
I CERTIFY THAT THIS IS AN AUTHORIZED PURCHASE
Heather Riley

MEEKS PLUMBING INC
5555 US HIGHWAY 1 SUITE 1
VERO BEACH FL 32967
FAX NUMBER 772-569-7647

Your Vendor Number With Us 14257

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

Port St John WW Plant
3710 Juanita Street
Cocoa FL 32927

Delivery date: 12/03/2025

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

ITEM	Order qty	MATERIAL DESCRIPTION / Unit	Price per unit	Net value
00010		EPO:10" gravity main collapse at FayBlvd		
	1	Power unit	50,000.00	50,000.00

Emergency Purchase Order for tanker truck services due to a collapse in the 10" gravity main at two place at the intersection of N Highway 1 and Fay Blvd.
Please send the invoices to: UtilitySvc_Ops@brevardfl.gov

Total net value excl. tax USD 50,000.00

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

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 accordancewith 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 ofFlorida 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.

MEEKS PLUMBING, INC.
CFC024535
5555 US HIGHWAY 1
SUITE 1
VERO BEACH, FL 32967
(772) 569-2285

"If It Leaks, Call Meeks"

Invoice

Page: 1

Invoice Number: 0233713-IN
Invoice Date: 11/13/2025

Site ID: 2014100234

Salesperson: HOUSE
Customer Number: 00-BREUTI

BILL TO:

BREVARD UTILITY SERVICES
2725 JUDGE FRAN JAMIESON WAY
BUILDING A-213
MELBOURNE, FL 32940

RECEIVED
11/18/2025
UTILITY SERVICES

SERVICE ADDRESS

BREVARD UTILITY SERVICES
1185 FAY BLVD
EMERGENCY GRAVITY LINE COLLAPSED
COCOA, FL 32927

CUSTOMER P.O.	PHONE NUMBER	SERVICE DATE	TERMS
EMERGENCY FAY BLVD	(321) 455-1338	10/16/2025	DUE ON RECEIPT

Item Code	UNIT	QUANTITY	PRICE	AMOUNT
SERVICE TICKET #0552011				
SERVICE BILLING AUTHORIZED FOR USE OF (3) PUMP TRUCKS TO RUN BYPASS 24-7 UNTIL LINE REPLACEMENT UNDER FAY BLVD. WAS COMPLETED BY OTHERS. JOB STARTED 9:00PM ON 10-16, JOB FINISHED 3:00PM ON 10-31. JOB COMPLETE				
/VACR 10/16/2025 T-46	HR	24.00	295.00	7,080.00
/VACR 10/16/2025 T-57	HR	24.00	295.00	7,080.00
/VACR 10/16/2025 T-59	HR	24.00	295.00	7,080.00
/VACR 10/17/2025 T-46	HR	24.00	295.00	7,080.00
/VACR 10/17/2025 T-57	HR	24.00	295.00	7,080.00
/VACR 10/17/2025 T-59	HR	24.00	295.00	7,080.00
/VACR 10/18/2025 T-46	HR	24.00	295.00	7,080.00
/VACR 10/18/2025 T-57	HR	24.00	295.00	7,080.00
/VACR 10/18/2025 T-59	HR	24.00	295.00	7,080.00
/VACR 10/19/2025 T-46	HR	24.00	295.00	7,080.00
/VACR 10/19/2025 T-57	HR	24.00	295.00	7,080.00

DATE: VENDOR# 14257
PO# 4500128038
DOC#
Entered by: _MOC_Utility Svc 321-633-2091
APPROVED:

Continued

MEEKS PLUMBING, INC.

CFC024535
5555 US HIGHWAY 1
SUITE 1
VERO BEACH, FL 32967
(772) 569-2285

"If It Leaks, Call Meeks"

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BILL TO:	SERVICE ADDRESS
BREVARD UTILITY SERVICES 2725 JUDGE FRAN JAMIESON WAY BUILDING A-213 MELBOURNE, FL 32940	BREVARD UTILITY SERVICES 1185 FAY BLVD EMERGENCY GRAVITY LINE COLLAPSED COCOA, FL 32927

CUSTOMER P.O.	PHONE NUMBER	SERVICE DATE	TERMS
EMERGENCY FAY BLVD	(321) 455-1338	10/16/2025	DUE ON RECEIPT

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/VACR 10/19/2025 T-59	HR	24.00	295.00	7,080.00
/VACR 10/20/2025 T-46	HR	24.00	295.00	7,080.00
/VACR 10/20/2025 T-57	HR	24.00	295.00	7,080.00
/VACR 10/20/2025 T-59	HR	24.00	295.00	7,080.00
/VACR 10/21/2025 T-46	HR	24.00	295.00	7,080.00
/VACR 10/21/2025 T-57	HR	24.00	295.00	7,080.00
/VACR 10/21/2025 T-59	HR	24.00	295.00	7,080.00
/VACR 10/22/2025 T-46	HR	24.00	295.00	7,080.00
/VACR 10/22/2025 T-57	HR	24.00	295.00	7,080.00
/VACR 10/22/2025 T-59	HR	24.00	295.00	7,080.00
/VACR 10/23/2025 T-46	HR	24.00	295.00	7,080.00
/VACR 10/23/2025 T-57	HR	24.00	295.00	7,080.00
/VACR 10/23/2025 T-59	HR	24.00	295.00	7,080.00
/VACR 10/24/2025 T-46	HR	24.00	295.00	7,080.00

Continued

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/VACR 10/25/2025 T-59	HR	24.00	295.00	7,080.00
/VACR 10/26/2025 T-46	HR	24.00	295.00	7,080.00
/VACR 10/26/2025 T-57	HR	24.00	295.00	7,080.00
/VACR 10/26/2025 T-59	HR	24.00	295.00	7,080.00
/VACR 10/27/2025 T-46	HR	24.00	295.00	7,080.00
/VACR 10/27/2025 T-57	HR	24.00	295.00	7,080.00
/VACR 10/27/2025 T-59	HR	24.00	295.00	7,080.00
/VACR 10/28/2025 T-46	HR	24.00	295.00	7,080.00
/VACR 10/28/2025 T-57	HR	24.00	295.00	7,080.00
/VACR 10/28/2025 T-59	HR	24.00	295.00	7,080.00

Continued

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EMERGENCY FAY BLVD	(321) 455-1338	10/16/2025	DUE ON RECEIPT

Item Code	UNIT	QUANTITY	PRICE	AMOUNT
/VACR 10/29/2025 T-46	HR	24.00	295.00	7,080.00
/VACR 10/29/2025 T-57	HR	24.00	295.00	7,080.00
/VACR 10/29/2025 T-59	HR	24.00	295.00	7,080.00
/VACR 10/30/2025 T-46 9:00PM ON 10/30 TO 3:00PM ON 10/31	HR	18.00	295.00	5,310.00
/VACR 10/30/2025 T-57 9:00PM ON 10/30 TO 3:00PM ON 10/31	HR	18.00	295.00	5,310.00
/VACR 10/30/2025 T-59 9:00PM ON 10/30 TO 3:00PM ON 10/31	HR	18.00	295.00	5,310.00

THANK YOU FOR YOUR BUSINESS!

Net Invoice:	313,290.00
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
Invoice Total:	313,290.00