



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Consent

F.2.

4/7/2026

Subject:

Approval, Re: Delegation of Authority to the County Manager, to Utilize Any and All Available Options to Protect the Interests of the County and to Complete the Wickham Road at Pineda Causeway Intersection Improvements Project - District 4

Fiscal Impact:

The current contract amount, as adjusted by authorized change orders, is \$913,545.51. To date, All County Paving has received \$445,635.97 in payment. The remaining balance of the Contract, including withheld retainage, is \$467,909.54.

Dept/Office:

Public Works Department / Transportation Construction Management

Requested Action:

It is requested the Board of County Commissioners: 1) approve and authorize the County Manager, to exercise any and all options provided for under the Contract as a result of Termination for Cause; 2) authorize the County Manager, to execute any necessary documents to effectuate such options, including, but not limited to, filing of any necessary legal action(s) against M&M Asphalt Maintenance, Inc. d/b/a All County Paving and/or the Surety (Gray Casualty & Surety Company), as appropriate, contingent upon approval by the County Attorney's Office, Risk Management, and Purchasing Services, with any settlement agreements resolving the matter to be brought back to the Board for final approval; 3) pursuant to Section 255.20(1)(c)8., Florida Statutes, find that it would be in the County's best interest if the remaining work associated with the Project was completed by County forces; and 4) authorize the County Manager to execute all necessary Budget Amendments (BCRs).

Summary Explanation and Background:

Sealed (low) Bid #6-25-11 was awarded to M&M Asphalt Maintenance, Inc., d/b/a All County Paving, on December 6, 2024, for the construction of the Wickham Road at Pineda Causeway Intersection Improvements (the Project) in the amount of \$899,880.62. Notice to Proceed was issued on April 1, 2025, for construction commencement. The Project was to be substantially complete (beneficial occupation) by August 6, 2025, and final completion was to be achieved by October 5, 2025. In 2025, due to delays by All County Paving, the County issued three (3) Notices of Failure to Perform per Article 33.1 of the Contract addressing All County Paving's failure to perform continuously with sufficient workers, equipment, and materials to ensure the prompt completion of the work. Multiple meetings were also held between the County and All County Paving to resolve the failures, delays, construction work not built per plan, and workmanship issues. On February 13, 2026, the County met with All County Paving and their Surety to discuss unsatisfactory and deficient work performed by All County Paving. Instances of such work include installation of structures at incorrect elevations or locations, improper installation temperatures of asphalt and inadequate pavement cross slope

construction leading to a deficient roadway, and failing to properly compact and test some materials. After the meeting, the County issued Notice of Failure to Perform #4, establishing an updated Final Completion date of March 13, 2026. This Notice also included an extensive list of outstanding work. While agreeing to the date, All County Paving failed to complete the project by the updated date.

On March 20, 2026, the County issued a Notice of Termination for Cause, directing that all components of work per the Contract and Notice of Failure to Perform #4 shall be completed by April 14, 2026. If Project tasks are not completed, Termination shall be effective on April 14, 2026, at 11:59 p.m. If All County Paving fails to meet this deadline, the Contract allows the County to:

- Take the prosecution of the work out of the hands of All County Paving;
- Appropriate or use any or all materials and equipment on the grounds as may be suitable and acceptable;
- Enter into an agreement with another contractor for the completion of the work; or
- Use such other methods as, in the opinion of the Owner (County), shall be required for the completion of the work in an acceptable manner.

Per the Contract, all costs and charges incurred by the County together with the costs of completing the remaining work shall be deducted from any monies due to All County Paving. If incurred costs exceed what was due to All County Paving, All County Paving and the Surety shall be liable for the difference and shall pay the County the amount of such excess.

Clerk to the Board Instructions:

Return a copy of this approval to the Public Works Department and the County Attorney's Office.



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

April 08, 2026

M E M O R A N D U M

TO: Marc Bernath, Public Works Director

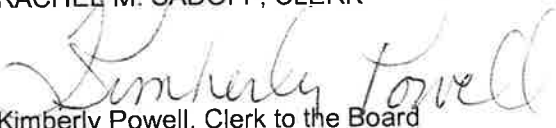
RE: Item F.2., Delegation of Authority to the County Manager, to Utilize Any and All Available Options to Protect the Interests of the County and to Complete the Wickham Road at Pineda Causeway Intersection Improvements Project

The Board of County Commissioners, in regular session on April 07, 2026, approved and authorized the County Manager, to exercise any and all options provided for under the Contract as a result of Termination for Cause; authorized the County Manager, to execute any necessary documents to effectuate such options, including, but not limited to, filing of any necessary legal action(s) against M&M Asphalt Maintenance, Inc. d/b/a All County Paving and/or the Surety (Gray Casualty & Surety Company), as appropriate, contingent upon approval by the County Attorney's Office, Risk Management, and Purchasing Services, with any settlement agreements resolving the matter to be brought back to the Board for final approval; pursuant to Section 255.20(1)(c)8., Florida Statutes, find that it would be in the County's best interest if the remaining work associated with the Project was completed by County forces; and authorized the County Manager to execute all necessary Budget Amendments (BCRs).

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
RACHEL M. SADOFF, CLERK


Kimberly Powell, Clerk to the Board

/ns

cc: County Attorney
County Manager
Finance
Budget



BOARD OF COUNTY COMMISSIONERS

Public Works Department

2725 Judge Fran Jamieson Way

Building A, Room 201

Viera, Florida 32940

March 19, 2026

Sent by Email and Certified Mail, Return Receipt Requested

Thomas Pastore, Sr., Project Manager
M&M Asphalt Maintenance, Inc.
DBA All County Paving
1180 SW 10th St
Delray Beach, FL 33444
Via Email: tpastore@allcountypaving.com

Reese Chafin, Agency Liaison
The Gray Casualty & Surety Company
P.O. Box 6202
Metairie, LA 70009-6202
Via Email: rchafin@graysurety.com

RE: Wickham Road at Pineda Causeway Intersection Improvements
Bid No. B-6-25-11
Notice of Termination for Cause

To Whom it May Concern:

This Notice of Termination is sent in accordance with the Contract, which is incorporated herein by this reference, including, but not limited to, Section 2, Article 35. M&M Asphalt Maintenance, Inc., d/b/a All County Paving, (the "Contractor") has failed to complete remaining work items/tasks as required under the Contract and as outlined in the Notice of Failure to Perform dated February 13, 2026 (the "Notice of Failure to Perform"), which is incorporated herein by this reference. As a result, the Contract is hereby Terminated for Cause. Termination shall be effective on April 14, 2026, at 11:59 p.m. local time (the "Termination Date"). The Contractor is hereby directed and shall, in good faith, continue to work on completing the tasks required under the Contract, including, but not limited to, those items identified in the Notice of Failure to Perform, by the Termination Date. The parties shall comply with the provisions outlined in Section 2, Article 35.2 of the Contract and coordinate efforts to meet said requirements. During this process, Contractor shall continue to provide sufficient maintenance of traffic to ensure the public health, safety, and welfare.

Unless otherwise agreed to by the County, the Contractor shall submit its termination claim no later than Thursday, May 15, 2026, which is one month from the effective date of termination, in accordance with Section 2, Article 35.3. Should the Contractor fail to submit such claim, the County shall determine the amount, if any, due to the Contractor by reason of the termination.

The County reserves any remaining rights available to it under the Contract, in law, and in equity.

Sincerely,

A handwritten signature in blue ink, appearing to read "J. Liesenfelt".

James P. Liesenfelt
County Manager

cc: Marc Bernath, Public Works Director
Rachel Gerena, P.E., Engineering Program Manager
Anna Hoang-Lok, P.E., Engineer III
Fahad Islam, Engineer I
Tammy Thomas-Wood, Operations Manager
Robert Hendricks, Contracts Coordinator
Jeanette Scott, Contracts Supervisor



BOARD OF COUNTY COMMISSIONERS

Public Works Department

2725 Judge Fran Jamieson Way
Building A, Room 201
Viera, Florida 32940

February 13, 2026

Sent by Email and Certified Mail, Return Receipt Requested

Thomas Pastore, Sr., Project Manager
M&M Asphalt Maintenance, Inc.
DBA All County Paving
1180 SW 10th St
Delray Beach, FL 33444
Via Email: tpastore@allcountypaving.com

Reese Chafin, Agency Liaison
The Gray Casualty & Surety Company
P.O. Box 6202
Metairie, LA 70009-6202
Via Email: rchafin@graysurety.com

RE: Wickham Road at Pineda Causeway Intersection Improvements
Bid No. B-6-25-11
Notice of Failure to Perform Work

To Whom it May Concern:

This Notice of Failure to Perform Work is sent in accordance with the Contract, which is incorporated herein by this reference, including, but not limited to, Section 2, Article 33. M&M Asphalt Maintenance, Inc., d/b/a All County Paving, (the "Contractor") has failed to perform work continuously with sufficient workers, equipment, and materials to complete the necessary work within the allotted contract time and is hereby found by the County to have not carried out the work in an acceptable manner.

The Contractor and Surety are hereby put on notice that if the outstanding work, as identified in **Exhibit A** attached hereto and incorporated herein by this reference, is not completed in accordance with the terms and conditions of the Contract by March 13, 2026, the County shall, at its option, take the prosecution of the work out of the hands of the Contractor, to appropriate or use any or all materials and equipment on the grounds as may be suitable and acceptable, to enter into an agreement with another contractor for the completion of the work, or to use such other methods as, in the opinion of the County, shall be required for the completion of the work in an acceptable manner.
Section 2, Article 33.2, Contract.

All costs and charges incurred by the County, together with the costs of completing the work, shall be deducted from any monies due or which may become due. If such expenses shall exceed the sum which would have been payable under the Contract, the Contractor and Surety shall be liable and shall pay to the County the amount of such excess. Alternatively, if the work shall be less than the sum which would have been paid to the Contractor, such difference shall be issued to the Contractor.

The County reserves any remaining rights available to it in law and in equity to enforce the Contract.

Sincerely,

Anna Hoang-Lok
Engineer III

cc: Marc Bernath, Public Works Director
Lauren Holman, P.E., Interim Engineering Program Manager
Fahad Islam, Engineer I
Tammy Thomas-Wood, Operations Manager
Jeanette Scott, Contracts Supervisor
Robert Hendricks, Contracts Coordinator
Amy Rivera, Special Projects Coordinator II

Exhibit A

Outstanding work includes but is not limited to the punchlist items below. All work is still subject to the Substantial Completion, Final Completion, and Guarantee walkthroughs and associated punchlist(s) as outlined in the contract documents.

Please note that the punchlist below is subject to updates based on the final preliminary as-built information.

Pineda Causeway Left Turn Lane (LTL)

1. Approximate station (STA) 106+00 to STA 107+00: Reconstruct area as needed to obtain passing density tests under curb pads. Where abutting concrete curb damage is present, sawcut to the nearest joint. Complete concrete curb installation. Obtain passing concrete test.
2. Approximate station (STA) 106+00 to STA 107+00: Ensure all deficient asphalt installed during the nightwork on 12/1/25 is fully removed and repaved in accordance with the contract documents.
3. Near S-100A: Reconstruct base as needed where roadway undermining occurred adjacent to missing curb locations. Obtain passing density tests where reconstructed.

Pineda Causeway Right Turn Lane (RTL)

1. Remove all excess fill and fully restore all potentially affected wetland areas. The Contractor (ACP) is fully responsible for any wetland impacts, if any.
2. Near S-104: Reconstruct roadway area that experienced undermining. Obtain passing density tests. The associated roadway opencut area shall be repaved to match the design pavement structure if compacted with a roller. If non-excavatable flowable fill is proposed, it shall extend the full lane width. Mill and resurface the full lane width of the impacted lane(s) 50-feet in each direction from the opencut limits.
3. Approximate STA 112+20 to STA 113+40: ACP sawcut roadway abutting replacement gutter and replaced base without properly scarifying, compacting, or testing. Reconstruct deficient base materials. Mill sufficient area to properly compact with a roller. Obtain passing density tests.
4. Approximate STA 111+40 to STA 114+20: Mill and resurface full area shown on plans, including CVS driveway.
5. STA 113+80, CVS driveway: Install the missing sidewalk/curb ramps and detectable warnings.
6. S-106 installed too high. Lower structure elevation for proper drainage and pavement cross slope. Reconstruct associated concrete curb & gutter and sidewalk. Obtain passing concrete test.
7. Approximate STA 114+00 to STA 115+00: Existing black base was removed. ACP replaced with base without scarifying, properly compacting, or testing. Reconstruct deficient materials and obtain passing density tests. If restoring with black base, submit shop drawing for proposed black base materials. Ensure reconstruction provides sufficient reveal to properly install 2-inch SP-12.5 and 1.5-inch FC-12.5.

Exhibit A

8. Approximate STA 114+00 to STA 115+00: Sawcut limits completed were wider than shown in the plans. Ensure additional impacted areas are properly restored.
9. Approximate STA 111+40 to STA 115+00: Ensure all deficient asphalt installed during the nightwork on 12/1/25 is fully removed and repaved in accordance with the contract documents.
10. Mill and resurface asphalt damaged during construction, extending the full affected lane width. Areas with only surface damage may be milled 1.5-inch and resurfaced with 1.5-inch FC-12.5 with fiber.
11. Correct S-107 misalignment issue.

Wickham Left Turn Lane (LTL)

1. Approximate STA 16+00 to 17+00: Mill and resurface full area shown on plans.

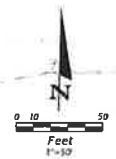
Wickham Right Turn Lane (RTL)

1. Mill and resurface asphalt damaged during construction, extending the full affected lane width. Areas with only surface damage may be milled 1.5-inch and resurfaced with 1.5-inch FC-12.5 with fiber.
2. Approximate STA 18+30: Reconstruct and retest roadway area where the base core thickness testing failed. Obtain passing density and base core thickness tests.
3. Approximate station (STA) 16+20 to STA 18+00: Ensure all deficient asphalt installed during the nightwork on 12/1/25 is fully removed and repaved in accordance with the contract documents.
4. Approximate station (STA) 16+20 to STA 18+40: Remove and replace curb & gutter and adjust S-202 and S-204 storm structures to meet required pavement cross slopes per the plans. Obtain passing concrete test.
5. Approximate station (STA) 16+20 to STA 18+40: Reconstruct base to meet required pavement cross slopes. Obtain passing density and base core thickness testing.

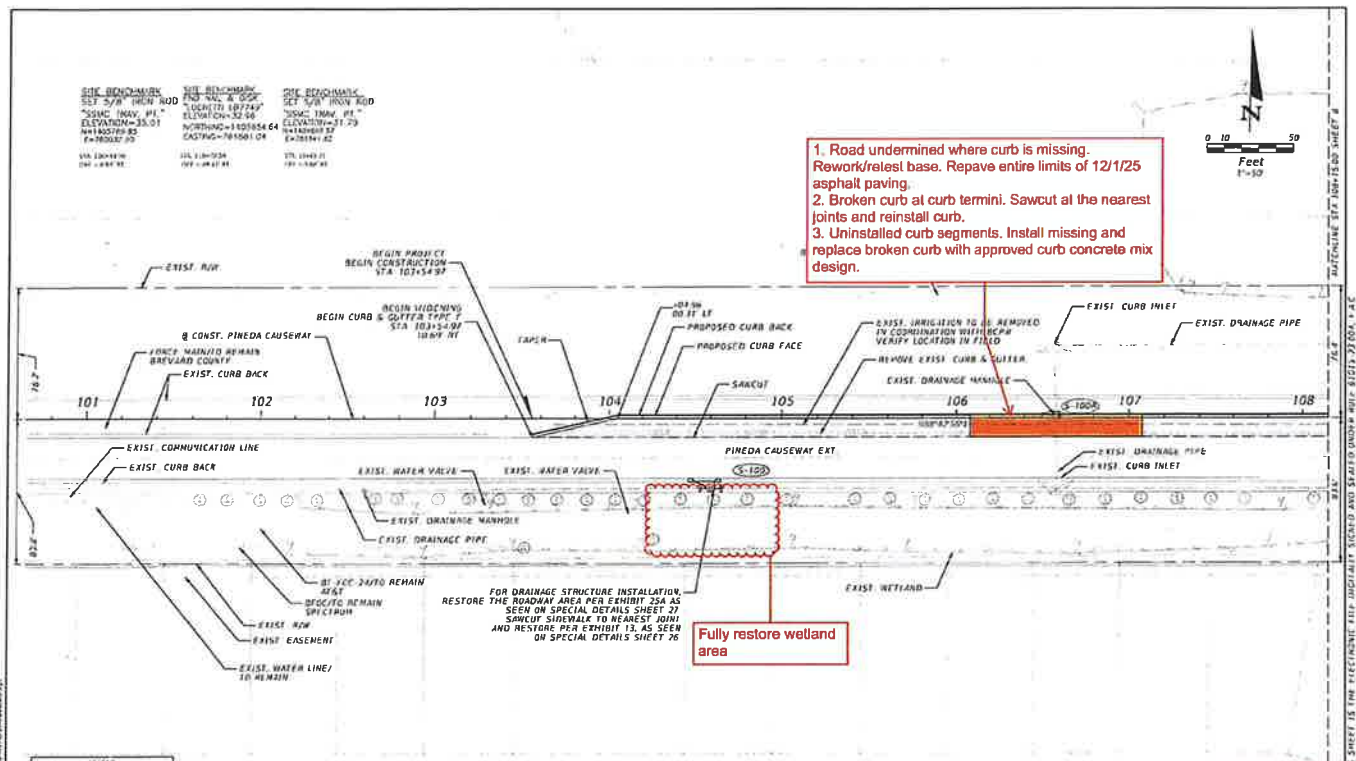
Entire Project Limits

1. Ensure SWPPP and MOT are properly installed and maintained during construction.
2. Provide complete preliminary as-builts prior to paving friction course. As-built also required for Substantial Completion and final as-built survey required for Final Completion.
3. Provide pipe videos.
4. Complete all manhole adjustments.
5. Complete all pavement markings work.
6. Complete all signage work.
7. Complete sod installation.
8. Restore staging area and all work areas to original condition or better.

SEE BENCHMARK
 SET 5/18/10
 ELEVATION=35.01
 NAD83
 E=780007.85
 S=1000000.00
 SEE BENCHMARK
 SET 5/18/10
 ELEVATION=35.01
 NAD83
 E=780007.85
 S=1000000.00
 SEE BENCHMARK
 SET 5/18/10
 ELEVATION=35.01
 NAD83
 E=780007.85
 S=1000000.00



1. Road undermined where curb is missing. Rework/retest base. Repave entire limits of 12/1/25 asphalt paving.
2. Broken curb at curb termini. Sawcut at the nearest joints and reinstall curb.
3. Uninstalled curb segments. Install missing and replace broken curb with approved curb concrete mix design.



FOR DRAINAGE STRUCTURE INSTALLATION,
 RESTORE THE ROADWAY AREA PER EXHIBIT 25A AS
 SEEN ON SPECIAL DETAILS SHEET 27
 SAWCUT SIDEWALK TO NEAREST JOINT
 AND RESTORE PER EXHIBIT 13, AS SEEN
 ON SPECIAL DETAILS SHEET 26

Fully restore wetland area

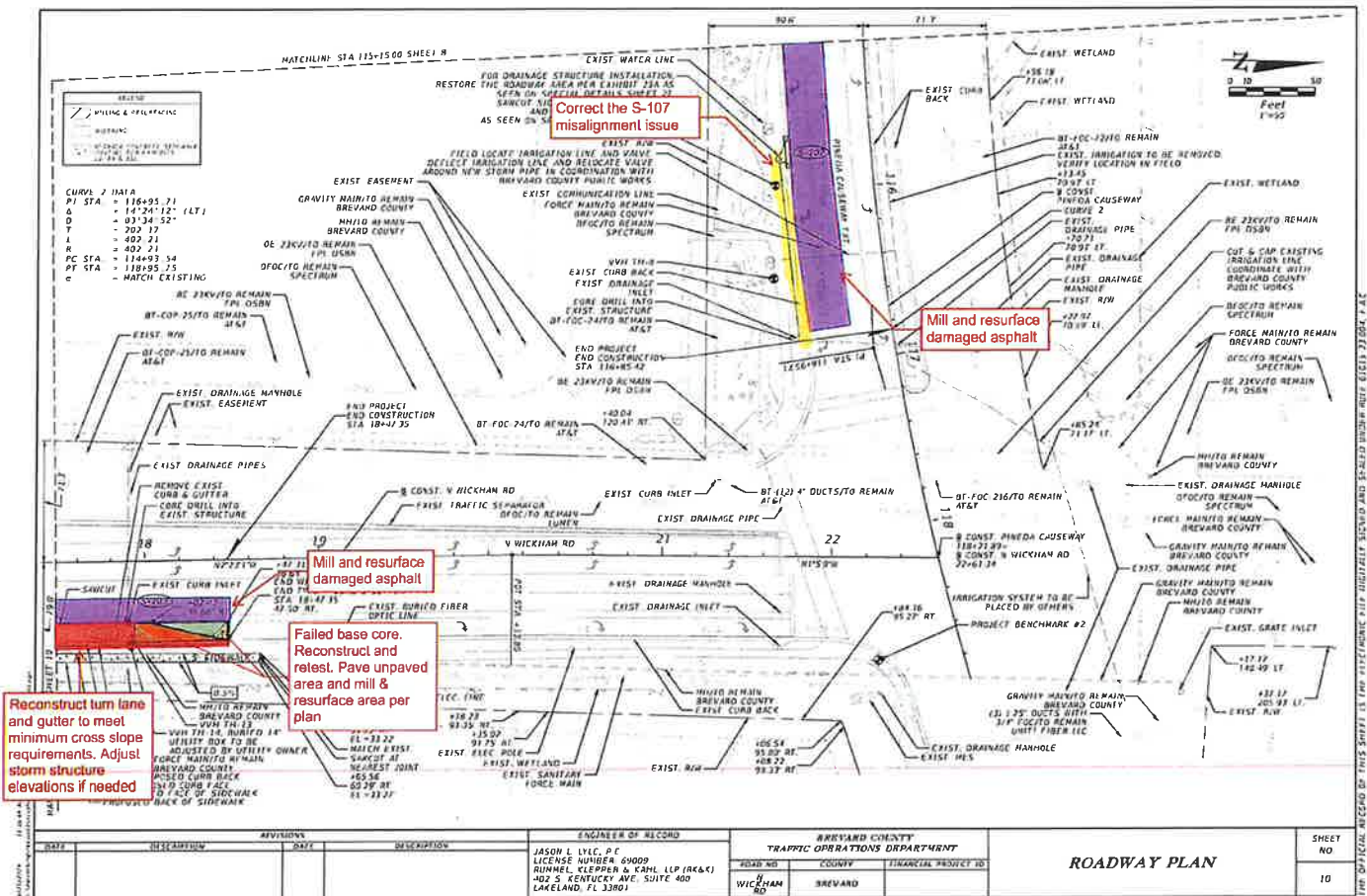
NOTES: 1. CURB RAMP AND SIDEWALK ELEVATIONS AND GRADES SHOWN IN THE PLANS ARE APPROXIMATE AND SHOULD BE FIELD VERIFIED BY THE CONTRACTOR DURING CONSTRUCTION.
 2. GRADES SHOWN IN THE PLANS ARE TRANSVERSE GRADES UNLESS OTHERWISE STATED. PLEASE REFER TO TYPICAL SECTIONS FOR ADDITIONAL CROSS-SLOPE INFORMATION.

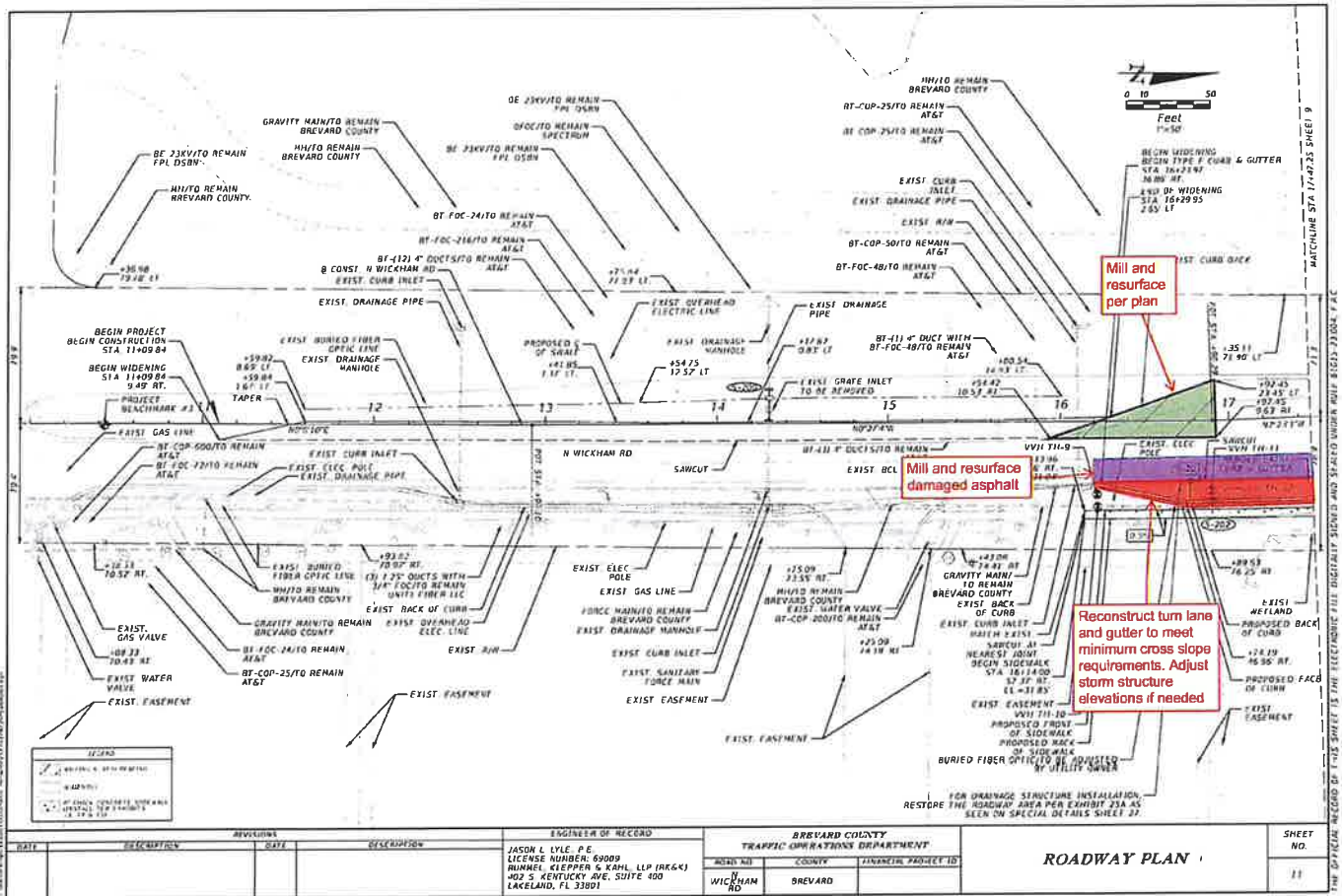
DATE	DESCRIPTION	REVISION

DATE	DESCRIPTION	REVISION	DATE	DESCRIPTION	ENGINEER OR RECORD	ROAD NO.	COUNTY	FINANCIAL PROJECT ID	SHEET NO.
					JASON L. IYLE, P.E. LICENSE NUMBER: 69009 RUMMEL, KLEPPER & KAHN, LLP (R&K) 400 S. KENTUCKY AVE., SUITE 400 LAKELAND, FL 33801	PINEDA CAUSEWAY EXT.	BREVARD		8

ROADWAY PLAN







THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61C53-33.004, F.A.C.