



Public Works and Environmental Services Department
WATER AND WASTEWATER SERVICES - ENGINEERING
2555 West Copans Road Pompano Beach, Florida 33069
PHONE: 954-831-0745 FAX: 954-831-0798/0925

February 25, 2026

Mr. Casey Sullivan, President
Sent via email: csullivan@rjsullivancorp.com
RJ Sullivan Corp.
2001 NW 22nd Street
Pompano Beach, FL 33069

Continental Casualty Company Bond Number 30008308 C/O
Insurance Company of America, Inc.
Sent via email: bonds@ioausa.com
Abacoa Town Center
1200 University Blvd., Suite 200
Jupiter, FL 33458

**RE: NOTICE TO CURE
BCWWS PROJECT NOS. 9058-100825, 9157-100885, and
9198-100917 BCWWS BID NO. PNC2114505C1
DISTRICT 1B1 AND DISTRICT 3A
HIGH SERVICE PUMP STATIONS AND GROUND STORAGE TANKS**

Dear Mr. Sullivan,

Pursuant to Article 15.1 of the above-referenced contract for District 1B1 and District 3A High Service Pump Stations and Ground Storage Tanks ("Contract"), the County hereby provides written notice to RJ Sullivan Corp.'s ("RJ Sullivan") delay, neglect, and default under the Contract. The specific breach is RJ Sullivan's failure to perform the Work with sufficient diligence and to achieve Substantial Completion within the time required by the Contract, as extended by approved Change Orders.

On January 31, 2025, during a meeting held between the County and RJ Sullivan to discuss RJ Sullivan's proposed plan to complete the Work, RJ Sullivan submitted a schedule, committing to achieve Partial Substantial Completion by June 6, 2025, RJ Sullivan failed to achieve Partial Substantial Completion by June 6, 2025. The County thereafter convened multiple meetings and issued follow-up communications requesting a recovery plan and measurable progress; however, RJ Sullivan has failed to demonstrate sufficient progress toward completion of the Work.

Furthermore, the County sent a letter to RJ Sullivan on November 14, 2025, providing Notice of Potential Liquidated Damages¹ and requesting a recovery schedule and narrative plan to complete the Work. RJ Sullivan has failed to respond to that request.

RJ Sullivan's failure to prosecute the Work in accordance with the accepted schedule and to provide an adequate recovery plan constitutes a material breach and default under Article 15.1 of the Contract.

¹ In addition to the liquidated damages referenced in the Notice, dated November 14, 2025, the above-referenced project has also incurred extended construction administration costs.

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Consequently, pursuant to Article 15.1 of the Contract, RJ Sullivan shall, within ten (10) calendar days after receipt of this Notice, proceed to cure the above-referenced defaults by accomplishing the following:

1. Provide written confirmation of coordination with the County and Consultant and commence execution of the 30-Day Test, including submission of a detailed testing schedule identifying start date, responsible personnel, and required submittals.
2. Provide an updated, comprehensive, and realistic project schedule reflecting actual current progress, remaining durations, and a critical path demonstrating achievable dates for Substantial Completion and Final Completion. The schedule must include a written narrative explaining: the plan to achieve the proposed completion dates; all issues that could potentially affect the schedule; and specific mitigation measures for each identified issue. At a minimum, the schedule shall include the following activities and milestones:
 - a) Performance of the 30-Day Test
 - b) Demolition of Existing Facilities
 - c) Site Restoration and Landscaping as required
 - d) Substantial Completion
 - e) Final Completion

The schedule shall be resource-loaded, identify the critical path, and be sufficiently detailed to permit the County to evaluate the feasibility of the proposed dates for each milestone identified above.

If RJ Sullivan fails to: a) timely and adequately cure the above-referenced defaults within ten (10) calendar days after receipt of this Notice; or b) prosecute the Work in accordance with a recovery schedule that must be accepted by the County, the County may, upon written certification as required by Article 15.1, terminate RJ Sullivan's right to proceed with the Work for cause, exclude RJ Sullivan from the Project site, and exercise any and all remedies available under the Contract and at law, including completion of the Work at RJ Sullivan's expense.

If you have any questions, please contact me at (954) 831-0793.

Sincerely,

Alicia Dunne  Digitally signed by Alicia Dunne
Date: 2026.02.25 15:14:29 -05'00'

Alicia Dunne, PE, PMP
Director and Contract Administrator
Water and Wastewater Engineering Division

NOTICE TO CURE
BCWWS PROJECT NOS. 9058-100825, 9157-100885, and
9198-100917 BCWWS BID NO. PNC2114505C1
DISTRICT 1B1 AND DISTRICT 3A
HIGH SERVICE PUMP STATIONS AND GROUND STORAGE TANKS
February 25, 2026

Attachments:

1. Article 15 of the General Conditions
2. Liquidated Damages Letter dated November 14, 2025

AD/LMS/ss

C: Alan W. Garcia, PE, Director, Water and Wastewater
Services Alicia Dunne, PE, PMP, Director, WWED
Gerald Soto, Capital Program Administrator, WWED
Lance (Mike) Saltzman, PE, CPMS, WWED
Claude Nesbitt, EPA, WWED
Charles Sorhaindo, CPM, WWED
Michael J. Kerr, Chief Counsel
Matthew Haber, Senior Assistant County Attorney
Edward Ney, RJ Sullivan Corp eney@rjsullivancorp.com
Elizabeth Fujikawa, Carollo Engineers efujikawa@carollo.com
Project Files: 100825, 100885, 100917

that all conditions of permits and regulatory agencies have been satisfied and the County or its designee can enjoy use or occupancy and can use or operate it in all respects for its intended purpose. A Certificate of Occupancy (or a Temporary Certificate of Occupancy (TCO) or other alternate municipal/county authorization for limited or conditional occupancy acceptable to the Contract Administrator) must be issued for Substantial Completion to be achieved, however, the issuance of a Certificate of Occupancy or the date thereof are not to be determinative of the achievement or date of Substantial Completion.

1.19. Surety: The surety company or individual which is bound by the performance bond and payment bond with and for Contractor who is primarily liable, and which surety company or individual is responsible for Contractor's satisfactory performance of the Work under this Contract and for the payment of all debts pertaining thereto in accordance with Section 255.05, Florida Statutes.

1.20. Work: The construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by Contractor to fulfill Contractor's obligations. The Work may constitute the whole or a part of the Project.

ARTICLE 2 SCOPE OF WORK

Contractor hereby agrees to furnish all of the labor, materials, equipment, services, and incidentals necessary to perform all of the Work described in the Contract Documents and related thereto for the Project.

ARTICLE 3 CONTRACT TIME

3.1. Contractor shall be instructed to commence the Work by written instruction in the form of a Purchase Order issued by the County's Director of Purchasing and two or more Notices to Proceed issued by the Contract Administrator. The first Notice to Proceed and Purchase Order will not be issued until Contractor's submission to County of all required documents and after execution of this Contract by both Parties. Preliminary work, including submission of a project schedule, schedule of values, submittals, submittal schedule, and other documents required for permitting, and performance of work that does not require permits, shall be commenced within ten (10) calendar days after the date of the first Notice to Proceed. Contractor shall have ten (10) days after receipt of signed and sealed contract drawings from Consultant to apply for construction permits to the applicable permitting authority. Issuance of all permits by the permitting authority shall be a condition precedent to the issuance of a second Notice to Proceed for all other Work. Except for the reimbursement of permit application fees as may be provided in the Contract Documents, Contractor shall not be entitled to compensation of any kind during the permitting process. The Work to be performed pursuant to the second Notice to Proceed shall be commenced within ten (10) calendar days of the Project Initiation Date specified in the second Notice to Proceed.

3.2. Time is of the essence throughout this Contract. Contractor must obtain Substantial Completion of the Work within **540** calendar days from the Project Initiation Date specified in the Second Notice to Proceed, and Final Completion within **60** calendar days from the date of Substantial Completion.

3.3. Upon failure of Contractor to obtain Substantial Completion within the deadline stated in Section 3.2, plus approved time extensions, Contractor shall pay to County the sum of **Four Thousand Five Hundred** Dollars (\$ 4,500) for each calendar day after the deadline for Substantial Completion, plus any approved time extensions, until Substantial Completion is obtained. After Substantial Completion, should Contractor fail to complete the remaining Work within the deadline stated in Section 3.2, plus approved time extensions thereof, Contractor shall pay to County the sum of **One Thousand** Dollars (\$**1,000**) for each calendar day after the deadline for Final Completion, plus any approved extensions, until Final Completion is obtained. These amounts are not penalties but are liquidated damages to County for its inability to obtain full beneficial occupancy of the Project. Liquidated damages are hereby fixed and agreed upon between the Parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by County as a consequence of such delay, and both Parties desiring to obviate any question of dispute concerning the amount of said damages and the cost and effect of the failure of Contractor to complete this Contract on time.

The above-stated liquidated damages shall apply separately to each portion of the Project for which a deadline for completion is given.

3.4. County is authorized to deduct liquidated damages from monies due to Contractor for the Work under this Contract or as much thereof as County may, in its sole discretion, deem just and reasonable.

3.5. Contractor shall be responsible for reimbursing County, in addition to liquidated damages, for all costs incurred by Consultant in administering the construction of the Project beyond the completion date specified above, plus approved time extensions. Consultant construction administration costs shall be pursuant to the contract between County and Consultant, a copy of which is available upon request of the Contract Administrator. All such costs shall be deducted from the monies due Contractor for performance of Work under this Contract by means of unilateral credit Change Orders issued by County as costs are incurred by Consultant and agreed to by County.

ARTICLE 4 CONTRACT SUM

4.1. This is a Unit Price Contract:*

4.1.1. County shall pay to Contractor the amounts determined for the total number of each of the units of work completed at the unit price stated in the schedule of prices bid. The number of units contained in this schedule is an estimate only, and



Public Works and Environmental Services Department
WATER AND WASTEWATER SERVICES - ENGINEERING
2555 West Copans Road • Pompano Beach, Florida 33069
PHONE: 954-831-0745 • FAX: 954-831-0798/0925

November 14, 2025

Via Email

Mr. Casey Sullivan, President
RJ Sullivan Corp.
2001 NW 22ND Street
Pompano Beach, FL 33069
csullivan@rjsullivancorp.com

Continental Casualty Company Bond Number 30008308
C/O Insurance Company of America, Inc.
Abacoa Town Center
1200 University Blvd., Suite 200
Jupiter, FL 33458
bonds@ioausa.com

**RE: NOTICE OF POTENTIAL LIQUIDATED DAMAGES
DISTRICT 1B1 AND DISTRICT 3A
HIGH SERVICE PUMP STATIONS AND GROUND STORAGE TANKS
BCWWS PROJECT NOS. 9058-100825, 9157-100885, and 9198-100917
BCWWS BID NO. PNC2114505C1**

Dear Mr. Casey,

The purpose of this letter is to provide Notice of Potential Liquidated Damages (Notice) to RJ Sullivan Corp.

The second notice to proceed (NTP2) for this project was issued to RJ Sullivan Corp. on November 13, 2018. It provided 540 calendar days for RJ Sullivan Corp. to achieve Substantial Completion and 60 days to achieve Final Completion in accordance with article 3.2 of the above-referenced Contract. Change Orders 1, 3, 7, 9, 11, 13, 14, 15, 17, 18, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, and 37 granted RJ Sullivan Corp. a cumulative total of 816 additional days for construction, adjusting the Substantial Completion date to July 31, 2022, and Final Completion to September 29, 2022.

Despite the additional time granted, RJ Sullivan Corp. has not achieved Substantial Completion. Therefore, RJ Sullivan Corp. is over 3 years and 1 month late in achieving Substantial Completion. Pursuant to Section 3.3 of the above-referenced Contract (an excerpt of which is attached), Broward County may deduct liquidated damages in the amount of \$4,500.00 per day after the deadline for Substantial Completion.

If there is any additional, justifiable time extension RJ Sullivan Corp wishes Broward County to consider adding, please submit a request for review.

Mark D. Bogen • Alexandra P. Davis • Lamar P. Fisl

Bro

ers

• Nan H. Rich • Hazelle P. Rogers • Michael Udine

NOTICE OF POTENTIAL LIQUIDATED DAMAGES
DISTRICT 1B1 AND DISTRICT 3A
HIGH SERVICE PUMP STATIONS AND GROUND STORAGE TANKS
BCWWS PROJECT NOS. 9058-100825, 9157-100885, and 9198-100917
BCWWS BID NO. PNC2114505C1
November 14, 2025

Please acknowledge receipt of this notice within five (5) business days and provide a plan of action (recovery schedule and narrative) to meet substantial completion.

Sincerely,

Alicia Dunne

Digitally signed by Alicia
Dunne
Date: 2025.11.14
15:42:23 -05'00'

Alicia Dunne, PE, PMP
Director and Contract Administrator, WWED

Attachment:
Article 3, Contract Time Pages 3 and 4

AD/CS/ss

C: Alan W. Garcia, PE, Director, Water and Wastewater Services
Michael J. Kerr, Deputy County Attorney
Matthew Haber, Assistant County Attorney
Nancy Olesen, Assistant Manager, Purchasing Division, FASD
Alex Jurado, Purchasing Agent, Senior
Lance (Mike) Saltzman, PE, CPMS, WWED
Claude Nesbitt, EPA, WWED
Charles Sorhaindo, CPM, WWED
Edward Ney, RJ Sullivan Corp eney@rjsullivancorp.com
Elizabeth Fujikawa, Carollo Engineers efujikawa@carollo.com
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