



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.

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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
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