



Via Certified Mail - Return Receipt Requested  
& E-Mail: [easternelevatorservice@gmail.com](mailto:easternelevatorservice@gmail.com)

September 7, 2018

Mr. Robert Rauch  
President  
Eastern Elevator Services, Inc.  
4301 South Flamingo Road, Suite 106-201  
Davie, FL 33330

**Re: Notice of Intent to Terminate / Project Number 12261  
Executive Airport Downtown Helistop Elevator Modernization**

Dear Mr. Rauch:

In accordance with section VI. GENERAL CONDITIONS (C) Termination for Cause of the Construction Agreement (Agreement) between Eastern Elevator Services, Inc. and the City of Fort Lauderdale (City) dated August 22, 2017, for the above-referenced project, the City is hereby providing your firm this notice of intent to terminate the above referenced contract.

The specific reason for this Notice is based upon your firm's failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in the Agreement.

The following is a summary of communications related to the Project:

1. On January 31, 2018, a Purchase Order was issued to Eastern Elevator Services, Inc. via e-mail requesting your company prepare and submit a draft schedule for City review prior to issuance of a Notice to Proceed.
2. On February 7, 2018, a follow-up e-mail was sent again requesting submittal of a draft schedule.
3. On February 15, 2018 and February 16, 2018, additional e-mails were sent again requesting submittal of a draft schedule.
4. On February 16, 2018, you responded via e-mail stating that you received the Purchase Order and that you would not be receiving the shop drawings for several weeks. The submittal of a draft schedule was again requested of you.
5. On February 22, 2018, a written Notice to Proceed letter was e-mailed to your attention requesting that, upon receipt of NTP, a construction schedule

needed to be submitted immediately but no later than February 23, 2018.

6. On February 27, 2018, an e-mail was sent to your attention again requesting submittal of a construction schedule by end of business day or the City would consider your company as being unresponsive and that your contract may be cancelled. You replied that same day via e-mail stating that "...our [EES's] schedule is dependent on receipt of the Approved drawings from the City of Fort Lauderdale." You also provided an estimated schedule.
7. On March 1, 2018, an e-mail was sent to your attention including an attached bar chart schedule that was developed based on your estimate. The e-mail also stated that the schedule estimate you provided on your e-mail of February 27, 2018 would exceed the contract time allotted for in the bid specifications (Addendum No. 2) and in the Agreement. The City requested you provide options to bring the project in line with the contract schedule. You responded that day via e-mail stating shop drawings would be delivered in 10-14 days from the date of your e-mail.
8. On March 3, 2018, an e-mail was sent that requested a corrective action plan be submitted to address the schedule and that liquidated damages may be incurred.
9. On March 2, 2018, you replied via e-mail stating there was no delay in submittal of the shop drawings.
10. On March 19, 2018, you were notified that, pursuant to Section 17.2 of the Agreement, you have ten (10) days after receipt of the written notice to cure the following deficiencies and breaches of the terms and conditions of the Agreement.
11. On April 18, 2018, the City, in an effort to provide your firm one last chance, informed you that by April 29<sup>th</sup> the following actions had to be completed in order to avoid the City declaring a default under the Agreement:
  - a. An updated construction schedule must be provided that complies with the contract time.
  - b. Complete shop drawings for review and approval. For the shop drawings to be considered complete; the following is an example of what must be included, (this is not a complete list but only an example of what is expected) i.e. Control panel information, switch gear details, lighting, and fire detection equipment. The shop drawings are not limited to the items those mentioned above.
  - c. Once the complete submittals are received, a review and approval will be completed by the City's Resident Project Representative (RPR).
  - d. Once compliant with the request above, a revised Notice to Proceed (NTP) will be issued to comply with the construction schedule submitted.
12. On April 27, 2018 you submitted drawings for review. On May 14<sup>th</sup>, 2018, the City forwarded, to your attention via e-mail, the reviewed drawings for revision and re-submittal. Since that time, the City has not received a response nor revised drawings.

As stated above, on March 19<sup>th</sup>, your firm was given 10 days to cure its default. The City has been more than patient and generous in providing your firm ample additional opportunities to correct same. The City cannot continue to delay this vital project due to delays in responding and/or submitting proper documents. Accordingly, this correspondence shall serve as the City's written notice that the above referenced contract awarded to your firm is scheduled to go before the City Commission on October 9<sup>th</sup>, 2018 to be terminated.

If you have any questions regarding the above, I may be reached at (954) 828-5143 or e-mail [jhemphill@fortlauderdale.gov](mailto:jhemphill@fortlauderdale.gov).

Sincerely,

James Hemphill,  
Assistant Manager, Procurement and Contracts

cc: Jodi Hart, Chief Procurement Officer  
Paul Berg, Public Works Director  
Omar Castellon, Assistant City Engineer  
Fernando Blanco, Airport Engineer /Project Manager II  
Rhonda Montoya Hasan, Assistant City Attorney  
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