



Sent via Email and Certified Mail

Return Receipt Requested

August 5, 2019

Ms. Janet Cusanelli
Sun-Up Enterprises, Inc.
16641 Waters Edge Drive
Weston, FL 33326

sunupinc@aol.com

RE: Project 11080: Port Condo Large Water Main Improvements
Contract No. 12150-693
Suspension of Work and Notice of Intent to Terminate Contract

Dear Ms. Cusanelli:

As your firm is aware, there are existing conditions preventing the construction of the new water main as originally designed. Specifically, an FPL duct bank, and numerous other utilities are in direct conflict with the location of the new water main. In addition, FDOT's restriction to allow pipe bursting as an alternate method of construction, and their requirement to submit revised plans and a geotechnical report to facilitate the issuance of a revised permit will create additional expense and time to this Project which is not in the best interest of the City of Fort Lauderdale (City). As a result, accordingly, this correspondence shall serve as the City's written notification to Sun-Up Enterprises, Inc. to immediately suspend all work as stated in Section 17.1, and until the City Commission approves the termination of this contract. Accordingly, this correspondence shall also serve as the City's written notice to provide final invoicing as stated in Section 17.5.

In accordance with Article 17 – Suspension of Work and Termination, paragraphs 17.1 and 17.5, of the Construction Agreement (Agreement) between Sun-Up Enterprise, Inc. (Contractor) and the City of Fort Lauderdale (City) dated March 5, 2019, for the above referenced Project to wit:

"17.1 City May Suspend Work: The City may, at any time and without cause, suspend the Work or any portion of the Work for a period of not more than ninety (90) days by notice in writing to the Contractor which shall fix the date on which Work shall be resumed. The Contractor shall resume the Work on the date fixed. The Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension, if the Contractor makes a claim as provided in Articles 14 and 15."



"17.5 Termination for Convenience: This Contract may be terminated for convenience in writing by City upon thirty (30) days written notice to Contractor (delivered by certified mail, return receipt requested) of intent to terminate and the date on which such termination becomes effective. In such case, Contractor shall be paid for all work executed and expenses incurred prior to termination in addition to termination settlement costs reasonably incurred by Contractor relating to commitments which had become firm prior to the termination. Payment shall include reasonable profit for work/services satisfactorily performed. No payment shall be made for profit for work/services which have not been performed."

Staff shall take a motion to the City Commission on September 3, 2019, to terminate this contract.

If you have any questions regarding the above, please call (954) 828-5143 or send an e-mail to jhemphill@fortlauderdale.gov.

The City thanks you for assisting us with this project and we look forward to working with Sun Up Enterprises, Inc. in the future.

Sincerely,

Jodi S. Hart

Chief Procurement Officer

C: Jodi Hart, Chief Procurement Officer
James Hemphill, Assistant Procurement and Contracts Manager
Maureen Lewis, Procurement Specialist
Linda Short, Finance Director
Rhonda Montoya Hasan, Assistant City Attorney
Paul Berg, Public Works Director
Aneisha Daniel, Deputy Public Works Director
Joe Kenney, Assistant Public Works Director – Engineering Division
Omar Castellon, Chief Engineer
Scott Teschky, Senior Project Manager
Daniel Fisher, Project Manager II
File