



RIC-MAN INTERNATIONAL, INC.

GENERAL CONTRACTOR



1545 NW 27TH Ave · Pompano Beach, Florida 33069

Phone: (954) 426-1042 · Fax: (954) 426-0717

Raul J. Aguila
Interim City Manager
City of Miami Beach
1700 Convention Center Drive
Miami Beach, FL 33139

1/15/2021

Re: Notice of Termination for Convenience
Project: Design/Build Services for Neighborhood No. 8: Central Bayshore South Right-Of-Way
Infrastructure Improvements.

Dear Mr. Aguila,

This letter is in response to the December 10, 2020 Notice of Termination for Convenience ("Notice Letter") issued by the City of Miami Beach (City) concerning the referenced Contract between the City and Ric-Man International, Inc. (RMI). As you presumably are aware, the Contract was awarded to RMI on June 10th, 2016. On June 2, 2017, RMI was instructed to stop its Contract work; no date was provided as to when the resumption of the work was expected to occur. To our dismay, three and a half years passed before the City notified us that the Contract was being terminated for the City's convenience, effective December 18, 2020.

During the extraordinary 1,295-day period between June 2, 2017 notice to stop work and the December 18, 2020 termination for convenience, RMI was required to maintain its Performance and Payment Bond issued to the City at the outset of the project, which meant over \$18 million in bonding capacity was unavailable for our use; RMI was required to have its management and accounting departments continue to oversee and monitor the project, and RMI was required to continuously assess the availability of resources so that it would be prepared to proceed with the work when the City notified it that the work would be resuming.

According to the Notice Letter, RMI has calculated a final termination payment proposal for your review and consideration. Our original contract sum was \$18,061,645.95, and according to our records, the retainage still owed to us is \$548,343.00. In addition, to determine our unreimbursed costs due to the three-and-a-half-year suspension of the project, we have utilized the formula accepted by the Florida Department of Transportation. Enclosed, you will find the calculations, which totals \$3,898,305.25.

Pursuant to the above calculations, the total final payment pursuant to the Agreement and the termination for convenience is \$4,446,648.25. Please find enclosed, latest payment application and letters received. Should you have any questions, please feel free to contact us.

Best Regards,

Andres G. Diaz, PE/CGC
General Manager

Cc: Michael Jankowski
Alina Hudak, CIP Asst. City Manager
David Martinez, P.E. CIP Director
David Gomez, CIP Division Director
Sabrina Baglieri, Senior Capital Projects Coordinator

Enclosed: Letter to Stop Work
Notice of Termination
Latest Pay-App#21
FDOT Calculation

RECEIVED

JUN 05 2017

RIC-MAN INT'L

MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov
OFFICE OF CAPITAL IMPROVEMENT PROJECTS
Tel: 305.673.7071 Fax: 305.673.7073

June 2, 2017

Sent Via Email and Certified US Mail
Tracking # 7014 1200 0000 2403 8826

Rene L. Castillo, Sr.
President
Ric-Man International, Inc.,
1545 NW 27 Avenue
Pompano Beach, FL 33069

**Re: NEIGHBORHOOD NO. 8: CENTRAL BAYSHORE SOUTH RIGHT-OF-WAY
INFRASTRUCTURE IMPROVEMENTS – Notice to Cease & Desist ROW Design**

Dear Mr. Castillo,

You are hereby given notice to cease & desist all design work related to the drainage and ROW infrastructure improvements for the subject-project, until further direction from City of Miami Beach Administration is provided.

Please continue with all construction activities for the water main scope of work for this project, as originally scheduled.

Should you have any questions and/or need additional information pertaining to this matter, please contact me at your convenience.

Respectfully,


Sabrina Baglieri
CIP Senior Capital Projects Coordinator

cc: David Martinez, P.E., LEED AP, CIP Director
Humberto Cabañas, CIP Division Director
Eric Arencibia, P.E., CIP Capital Projects Coordinator

MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, FL 33139 Tel. 305-673-7010 Fax: 305-673-7782
 OFFICE OF THE CITY MANAGER
 Tel. 305-673-7010, Fax: 305-673-7782

December 10, 2020

Via: E-Mail & Certified Mail Return Receipt
 9214 8901 9403 8300 0027 3669 04

Andres Garcia, P.E./ General Manager
 Ric-Man International, Inc.
 1545 NW 27th Avenue
 Pompano Beach, FL 33069

Re: Notice of Termination for Convenience ("Notice of Termination")
 Project: Design/Build services for Neighborhood No. 8: Central Bayshore South
 Right-of-Way Infrastructure Improvements ("Project").

Dear Mr. Garcia

Please allow this correspondence to serve as written notice that, pursuant to Article 16.1 of the agreement between the City of Miami Beach, Florida (the "City") and Ric-Man International, Inc. ("RMI"), (the "Agreement"), pertaining to the above referenced Project, the City hereby terminates the Agreement for convenience, which termination shall become effective on **December 18, 2020**.

In accordance with article 16.1 of the Agreement, RMI shall be compensated for all Work satisfactorily performed up to the time of receipt of this Notice of Termination, and for the assembly and submittal to the City of documents for the services performed, as set forth in Article 16.1 of the Contract. The City shall have no further liability for compensation, expenses or fees to RMI, except as set forth in Article 16.1, but only to the extent such provisions therein are applicable to this Notice of Termination.

Upon receipt of this Notice of Termination for convenience, RMI is hereby directed to immediately:

- (1) Stop the Work specified as terminated in the Notice of Termination for Convenience;
- (2) Promptly notify all Subcontractors of such termination, cancel all contracts and purchase orders to the extent they relate to the Work terminated to the fullest extent possible and take such other actions as are necessary to minimize demobilization and termination costs for such cancellations;
- (3) Immediately deliver to the City all Design Materials as defined in Section 22.1 of the Agreement, in their original/native electronic format (i.e. CAD, Word, Excel, etc.), any and all other unfinished documents, and any and all warranties and guaranties for Work, equipment or materials already installed or purchased. The Design/Builder acknowledges and agrees that all amounts previously paid to the Design/Builder with respect to the creation and preparation of Design Materials in approved Applications for Payment, along with the final payment for the Design Materials, to be based on the percent completion of the Design Materials, shall include the consideration to Design/Builder for City's ownership and receipt of Design Materials, with final payment for Design Materials shall be provided after receipt of Design Materials;
- (4) If specifically directed by the City in writing, assign to the City all right, title and interest of Design/Builder under any contract, subcontract and/or purchase

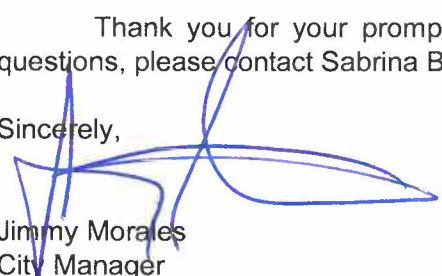
order, in which case the City shall have the right and obligation to settle or to pay any outstanding claims arising from said contracts, subcontracts or purchase orders;

- (5) Place no further subcontracts or purchase orders for materials, services, or facilities, except as necessary to complete the portion of the Work not terminated (if any) under the Notice of Termination for Convenience;
- (6) As directed by the City, transfer title and deliver to the City (a) the fabricated and non-fabricated parts, Work in progress, completed Work, supplies and other material produced or required for the Work terminated; and (b) the completed or partially completed Project records that, if this Agreement had been completed, would be required to be furnished to the City;
- (7) Settle all outstanding liabilities and termination settlement proposals from the termination of any subcontracts or purchase orders, with the prior approval or ratification to the extent required by the City; and
- (8) Take any action that may be necessary, or that the City may direct, for the protection and preservation of the Project, including life safety and any property related to this Agreement that is in the Design/Builder's possession and in which the City has or may acquire an interest.

Additionally, RMI shall submit, for the City's review and consideration, a final termination payment proposal with substantiating documentation, including an updated Schedule of Values, within thirty days of the effective date of this termination. Such final payment shall be in full and final settlement for all work performed on the Project pursuant to the Agreement.

Thank you for your prompt attention to this matter. Should you have any questions, please contact Sabrina Baglieri at (305) 673-7071.

Sincerely,



Jimmy Morales
City Manager

Cc: Alina Hudak, CMB-CIP Assistant City Manager
David Martinez, P.E., CMB-CIP Director
David Gomez, CMB-CIP Division Director
Sabrina Baglieri, CMB-CIP Senior Capital Projects Coordinator

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

TO OWNER: City of Miami Beach
Office of Capital Improvements Projects
1701 Meridian Avenue, Suite 300, Miami Beach, FL 33139

PROJECT: D/B Services for Neighb. 8 - Central Bayshore South ROW Infrastructure Improvements

FROM: Ric-Man International, Inc.
1545 NW 27th Ave
Pompano Beach, FL 33069

APPLICATION NO.: 21
PERIOD FROM: 05/01/18
PERIOD TO: 07/31/18
PROJECT NO.: ROW BAY08D
CONTRACT DATE: 06/10/16

Distribution to:
OWNER
ENGINEER
C.E.I.

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$18,061,645.95
2. Net change by Change Orders	\$1,300,000.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$19,361,645.95
4. TOTAL COMPLETED & STORED TO DATE (Column L on G703)	\$5,483,430.00
5. RETAINAGE:	
a. 10% of Completed Work (Columns J + K on G703)	\$548,343.00
b. 0% of Stored Material (Column F on G703)	0
Total Retainage (Line 5a + 5b or Total in Column N of G703)	\$548,343.00
6. TOTAL EARNED LESS RETAINAGE: (Line 4 less Line 5 Total)	\$4,935,087.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	4,815,611.95
8. CURRENT PAYMENT DUE	\$119,475.05
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$14,426,558.95

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Contractor : Ric-Man International, Inc.

By: _____ Date: _____
Andres G. Diaz, PE
State of: Florida
County of: Miami-Dade
Subscribed and sworn to before me this

Notary Public:
My Commission expires: _____

ENGINEER CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Contractor certifies to the Owner that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents and the Contractor is entitled to payment of the AMOUNT CERTIFIED. Additionally, the EOR certifies to the Owner that the design and permitting associated with the Work has progressed as indicated and has been undertaken, and the quality of work is in accordance with the Contract Documents, and the Contractor is entitled to the respective portion of the payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED **\$119,475.05**

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on Continuation

Engineer Of Record: Chen Moore & Assoc. - Gregory Mendez, P.E.

By: _____ Date: _____

This Certificate is not negotiable. THE AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$1,300,000.00	
Total approved this Month		
TOTALS	\$ 1,300,000.00	\$0.00
NET CHANGES by Change Order		\$1,300,000.00

AIADocumentG703-APPLICATIONANDCERTIFICATEFORPAYMENT

NUMBER 21

Date 07/31/18

ITEM NO.	DESCRIPTION OF WORK	QTY	UNITS	UNIT PRICE	TOTAL VALUE (C X E)	WORK COMPLETED			(\$) AMOUNT PREVIOUS APPLICATIONS FOR PAYMENT	(\$) AMOUNT COMPLETED THIS PERIOD	(\$) AMOUNT COMPLETED TO DATE	% Complete	RETAINAGE 10%	BALANCE TO FINISH (C - G)
						LAST PERIOD	THIS PERIOD	TOTAL TO DATE						
						Central Bayshore South - Neighborhood No. 8 PROJECT NO.: 2015-133-YG								
1 - Design and Permitting														
1.01	Engineering Design and Plans Preparation	1	LS	\$1,188,000.00	\$1,188,000.00	0.9976	0.00	0.9976	\$1,185,172.56	\$0.00	\$1,185,172.56	99.76%	\$118,517.26	\$2,827.44
1.02	Permitting	1	LS	\$149,000.00	\$149,000.00	0.9650	0.00	0.9650	\$143,777.86	\$0.00	\$143,777.86	96.50%	\$14,377.79	\$5,222.14
1.03	Limited Construction Administration Support Services	1	LS	\$314,000.00	\$314,000.00	0.2644	0.00	0.2644	\$83,015.01	\$0.00	\$83,015.01	26.44%	\$8,301.50	\$230,984.99
Subtotal Design and Permitting					\$1,651,000.00				\$1,411,965.43	\$0.00	\$1,411,965.43	85.52%	\$141,196.55	\$239,034.57
2 - General Conditions														
2.01	Bonds and Insurance	1	LS	\$240,000.00	\$240,000.00	1.00	0.00	1.00	\$240,000.00	\$0.00	\$240,000.00	100.00%	\$24,000.00	\$0.00
2.02	General Conditions	1	LS	\$230,000.00	\$230,000.00	1.00	0.00	1.00	\$230,000.00	\$0.00	\$230,000.00	100.00%	\$23,000.00	\$0.00
2.03	Mobilization and Demobilization	1	LS	\$395,000.00	\$395,000.00	0.95	0.00	0.95	\$375,250.00	\$0.00	\$375,250.00	95.00%	\$37,525.00	\$19,750.00
2.04	Storage Yard	1	LS	\$38,000.00	\$38,000.00	0.95	0.00	0.95	\$36,100.00	\$0.00	\$36,100.00	95.00%	\$3,610.00	\$1,900.00
2.05	Topographic Survey/Layout & Site Controls	1	LS	\$146,000.00	\$146,000.00	0.8768	0.00	0.8768	\$128,012.80	\$0.00	\$128,012.80	87.68%	\$12,801.28	\$17,987.20
2.06	Maintenance of Traffic	1	LS	\$112,000.00	\$112,000.00	1.00	0.00	1.00	\$112,000.00	\$0.00	\$112,000.00	100.00%	\$11,200.00	\$0.00
2.07	Aerial Photographs	1	LS	\$37,900.00	\$37,900.00	0.41	0.00	0.41	\$15,539.00	\$0.00	\$15,539.00	41.00%	\$1,553.90	\$22,361.00
2.08	As-Builts and Closeout Documents	1	LS	\$42,000.00	\$42,000.00	0.15	0.00	0.15	\$6,300.00	\$0.00	\$6,300.00	15.00%	\$630.00	\$35,700.00
Subtotal General Conditions					\$1,240,900.00				\$1,143,201.80	\$0.00	\$1,143,201.80	92.13%	\$114,320.18	\$97,698.20
3 -Roadway Construction														
Phase 1														
3.01	Excavation	1	LS	\$560,000.00	\$560,000.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$560,000.00
3.02	Subgrade/Base	1	LS	\$324,750.58	\$324,750.58	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$324,750.58
3.03	Asphalt Pavement	1	LS	\$980,000.00	\$980,000.00	0.10	0.00	0.10	\$98,000.00	\$0.00	\$98,000.00	10.00%	\$9,800.00	\$882,000.00
3.04	Concrete Curb & Gutter / Sidewalks	1	LS	\$1,225,000.00	\$1,225,000.00	0.05	0.00	0.05	\$61,250.00	\$0.00	\$61,250.00	5.00%	\$6,125.00	\$1,163,750.00
3.05	Striping	1	LS	\$84,000.00	\$84,000.00	0.30	0.00	0.30	\$25,200.00	\$0.00	\$25,200.00	30.00%	\$2,520.00	\$58,800.00
3.06	Signage	1	LS	\$21,000.00	\$21,000.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$21,000.00
3.07	Swale Grading	1	LS	\$140,000.00	\$140,000.00	0.08	0.055	0.135	\$11,200.00	\$7,700.00	\$18,900.00	13.50%	\$1,890.00	\$121,100.00
Phase 2														
3.01	Excavation	1	LS	\$240,000.00	\$240,000.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$240,000.00
3.02	Subgrade/Base	1	LS	\$139,178.82	\$139,178.82	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$139,178.82
3.03	Asphalt Pavement	1	LS	\$420,000.00	\$420,000.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$420,000.00
3.04	Concrete Curb & Gutter / Sidewalks	1	LS	\$525,000.00	\$525,000.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$525,000.00
3.05	Striping	1	LS	\$36,000.00	\$36,000.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$36,000.00
3.06	Signage	1	LS	\$9,000.00	\$9,000.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$9,000.00
3.07	Swale Grading	1	LS	\$60,000.00	\$60,000.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$60,000.00
Subtotal Roadway Construction					\$4,763,929.40				\$195,650.00	\$7,700.00	\$203,350.00	4.27%	\$20,335.00	\$4,560,579.40
4 - Street Lighting System														
4.01	FPL Coordination	1	LS	\$4,000.00	\$4,000.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$4,000.00
4.02	Street Lighting System Installation	1	LS	\$1,946,000.00	\$1,946,000.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$1,946,000.00
Subtotal Street Lighting System					\$1,950,000.00				\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$1,950,000.00
5 - Water Distrubtion System														
5.01	16" Water Main installation	1	LS	\$1,232,275.00	\$1,232,275.00	1.00	0.000	1.00	\$1,232,275.00	\$0.00	\$1,232,275.00	100.00%	\$123,227.50	\$0.00
5.02	8" Water Main installation	1	LS	\$445,000.00	\$445,000.00	1.00	0.000	1.00	\$445,000.00	\$0.00	\$445,000.00	100.00%	\$44,500.00	\$0.00
5.03	Water Services Installation	1	LS	\$370,000.00	\$370,000.00	1.00	0.00	1.00	\$370,000.00	\$0.00	\$370,000.00	100.00%	\$37,000.00	\$0.00
5.04	Fire Hydrant Installation	1	LS	\$152,000.00	\$152,000.00	1.00	0.000	1.00	\$152,000.00	\$0.00	\$152,000.00	100.00%	\$15,200.00	\$0.00
5.05	Abandon WM	1	LS	\$96,000.00	\$96,000.00	1.00	0.00	1.00	\$96,000.00	\$0.00	\$96,000.00	100.00%	\$9,600.00	\$0.00
Subtotal Water Distrubtion System					\$2,295,275.00				\$2,295,275.00	\$0.00	\$2,295,275.00	100.00%	\$229,527.50	\$0.00

AIADocumentG703-APPLICATIONANDCERTIFICATEFORPAYMENT

NUMBER 21

Date 07/31/18

ITEM NO.	DESCRIPTION OF WORK	QTY	UNITS	UNIT PRICE	TOTAL VALUE (C X E)	WORK COMPLETED			(\$) AMOUNT PREVIOUS APPLICATIONS FOR PAYMENT	(\$) AMOUNT COMPLETED THIS PERIOD	(\$) AMOUNT COMPLETED TO DATE	% Complete	RETAINAGE 10%	BALANCE TO FINISH (C - G)
						LAST PERIOD	THIS PERIOD	TOTAL TO DATE						
						Central Bayshore South - Neighborhood No. 8 PROJECT NO.: 2015-133-YG								
6 - Stormwater Drainage System														
Phase 1														
6.01	Removal existing Drainage system	1	LS	\$66,500.00	\$66,500.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$66,500.00
6.02	18" Storm Pipe Installation	1	LS	\$121,975.00	\$121,975.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$121,975.00
6.03	24" Storm Pipe Installation	1	LS	\$345,975.00	\$345,975.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$345,975.00
6.04	30" Storm Pipe Installation	1	LS	\$133,385.00	\$133,385.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$133,385.00
6.04	36" Storm Pipe Installation	1	LS	\$350,644.00	\$350,644.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$350,644.00
6.05	Storm Inlets & Catch Basins Installation	1	LS	\$567,350.00	\$567,350.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$567,350.00
6.07	Storm Manholes Installation	1	LS	\$46,900.00	\$46,900.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$46,900.00
6.08	Existing Outfall Manatee Grates	1	LS	\$24,531.50	\$24,531.50	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$24,531.50
Phase 2														
6.09	Removal existing Drainage system	1	LS	\$28,500.00	\$28,500.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$28,500.00
6.10	18" Storm Pipe Installation	1	LS	\$52,275.00	\$52,275.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$52,275.00
6.11	24" Storm Pipe Installation	1	LS	\$148,275.00	\$148,275.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$148,275.00
6.12	30" Storm Pipe Installation	1	LS	\$57,165.00	\$57,165.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$57,165.00
6.13	36" Storm Pipe Installation	1	LS	\$150,276.00	\$150,276.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$150,276.00
6.14	Storm Inlets & Catch Basins Installation	1	LS	\$243,150.00	\$243,150.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$243,150.00
6.15	Storm Manholes Installation	1	LS	\$20,100.00	\$20,100.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$20,100.00
6.16	Existing Outfall Manatee Grates	1	LS	\$10,513.50	\$10,513.50	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$10,513.50
Subtotal Stormwater Drainage System					\$2,367,515.00				\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$2,367,515.00
7 - Stormwater Pump Stations														
7.01	Wet Well	1	LS	\$170,000.00	\$170,000.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$170,000.00
7.02	Vortex Structure	1	LS	\$110,000.00	\$110,000.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$110,000.00
7.03	Energy Dissipating Structure	1	LS	\$80,000.00	\$80,000.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$80,000.00
7.04	Force Main	1	LS	\$975,000.00	\$975,000.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$975,000.00
7.05	Gravity Outfall	1	LS	\$290,000.00	\$290,000.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$290,000.00
7.06	Mechanical/Electrical Installation	1	LS	\$1,539,080.00	\$1,539,080.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$1,539,080.00
Subtotal Stormwater Pump Stations					\$3,164,080.00				\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$3,164,080.00
8 - Multi-use path Improvement														
8.01	Excavation	1	LS	\$23,000.00	\$23,000.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$23,000.00
8.02	Subgrade/Base	1	LS	\$90,500.00	\$90,500.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$90,500.00
8.03	Curb & Gutter / Sidewalk	1	LS	\$99,500.00	\$99,500.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$99,500.00
8.04	Sod Installation	1	LS	\$5,011.35	\$5,011.35	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$5,011.35
Subtotal Multi-use path improvement					\$218,011.35				\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$218,011.35
9 - Streetscape Improvements														
9.01	Tree Replacement	1	LS	\$138,885.20	\$138,885.20	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$138,885.20
9.02	Sod Installation	1	LS	\$172,000.00	\$172,000.00	0.08	0.055	0.135	\$13,760.00	\$9,460.00	\$23,220.00	13.50%	\$2,322.00	\$148,780.00
Subtotal Streetscape Improvement					\$310,885.20				\$13,760.00	\$9,460.00	\$23,220.00	7.47%	\$2,322.00	\$287,665.20
10 - Allowance: Permit Fees														
10.01	Permit Fees	1	LS	\$100,000.00	\$100,000.00	0.1251	0.0000	0.12514	\$12,513.55	\$0.00	\$12,513.55	12.51%	\$1,251.36	\$87,486.45
Subtotal Permit Fees					\$100,000.00				\$12,513.55	\$0.00	\$12,513.55	12.51%	\$1,251.36	\$87,486.45

AIADocumentG703-APPLICATIONANDCERTIFICATEFORPAYMENT

NUMBER **21**

Date **07/31/18**

A	B	C	D	E	F	G	H	I	J	K	L	M	N	N
ITEM NO.	DESCRIPTION OF WORK	QTY	UNITS	UNIT PRICE	TOTAL VALUE (C X E)	WORK COMPLETED			(\$) AMOUNT PREVIOUS APPLICATIONS FOR PAYMENT	(\$) AMOUNT COMPLETED THIS PERIOD	(\$) AMOUNT COMPLETED TO DATE	% Complete	RETAINAGE 10%	BALANCE TO FINISH (C - G)
						LAST PERIOD	THIS PERIOD	TOTAL TO DATE						
Central Bayshore South - Neighborhood No. 8														
PROJECT NO.: 2015-133-YG														
11 - Consideration for Indemnification of City														
11.01	Consideration for Indemnification of City	1	LS	\$25.00	\$25.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$25.00
Subtotal Idemnification					\$25.00				\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$25.00
12 - Cost for Compliance to all Federal and State Requirements of the Trench Safety Act														
12.01	Cost for compliance to all Federal and State requirements of the Trench Safety Act	1	LS	\$25.00	\$25.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$25.00
Subtotal Trench Safety Compliance					\$25.00				\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$25.00
Original Contract Total					\$18,061,645.95				\$5,072,365.78	\$17,160.00	\$5,089,525.78	28.18%	\$508,952.59	\$12,972,120.17
13 - Change Orders														
13.01	Change Order #1 : RFCO #1 - Additional Watermain W. 23rd St. RFCO #2 - Additional Fittings (Replacement of 16" BV with GV, Fire Hydrants in front of school moved to 16" WM, Change of pipe sizes at Tie-in at Dade Blvd.)	1	LS	\$219,755.99	\$219,755.99	1.00	0.00	1.00	\$219,755.99	\$0.00	\$219,755.99	100.00%	\$21,975.60	\$0.00
13.03	Change Order 2: Change Order to move Owners Contingency funds into Project.	1	LS	\$1,080,244.01	\$1,080,244.01									\$657,376.37
14 - Contingency Draws														
14.01	Contingency Draw #1 - Design and permitting of drainage pipe on Prairie Ave to carry stormwater to the existing Dade Blvd. pump station (\$44,000.00). -Design, permitting, and installation of approximately 4,700 LF of (2) - 2 inch PVC conduit and 18 pull boxes for low-voltage conduit (\$168,075.82). -Additional drainage system analysis outside of original contract scope and DCP (\$71,371.37).	1	LS	\$283,447.19	\$283,447.19	0.1225	0.0000	0.1225	\$34,727.78	\$0.00	\$34,727.78	12.25%	\$3,472.78	\$248,719.41
14.02	Contingency Draw #2 - RFCO #6 Field ordered installation of connecting to existing 6" fireline and 4" domestic line in front of Miami Beach Senior Highschool	1	LS	\$23,830.40	\$23,830.40	1.0000	0.0000	1.0000	\$23,830.40	\$0.00	\$23,830.40	100.00%	\$2,383.04	\$0.00
14.03	Contingency Draw #3 - RFCO #3 - Public Works requested the relocation of (15) fifteen existing water service meter boxes from driveways into adjacent sidewalks. Along Prairie Avenue from Dade Blvd. to W 34th Street. \$37,510.08. RFCO #4 - The Public Works water atlas were not accurate and showed a 8 inch watermain supplying water to the Golf Course. However during excavation RMI found that the watermain described as 8 inch was 12 inch. CIP by directive from Public Works instructed RMI to connect the newly installed 16" watermain at 29th St. to an existing 12" watermain to supply water to the golf course. (Approximate STA 43+85, 10' Left Offset of Prairie Avenue Base Line). \$29,215.97. RFCO #5 - CIP/PW directed RMI to connect several additional unforeseen fire hydrants in front of the high school to the new 16" watermain. Right offset of Prairie Avenue Base Line approximate STA 18+21 and STA 22+88. \$26,608.92. RFCO #6 - RMI was directed by public works to connect the existing 4" domestic line and 6" fire line off of the 8" main located at STA 21+25 for the High school; these connections were not part of our scope of work and were issued via a field order. This resulted in additional materials, labor and equipment costs. \$17,685.35. RFCO #7 - CIP at the request of Public Works directed RMI to relocate the existing meter located at 3191 Prairie Ave. from private property into the public ROW; these connections were not part of our scope of work and were issued via a field order. The meters were originally located on the owners property. \$4,569.73.	1	LS	\$115,590.05	\$115,590.05	0.0000	1.0000	1.0000	\$0.00	\$115,590.05	\$115,590.05	100.00%	\$11,559.01	\$0.00
Total Change Orders					\$1,300,000.00				\$278,314.17	\$115,590.05	\$393,904.22	30.30%	\$39,390.43	\$248,719.41
TOTAL COMPLETED & STORED TO DATE					\$19,361,645.95				\$5,350,679.95	\$132,750.05	\$5,483,430.00	28.32%	\$548,343.02	\$13,878,215.95



RIC-MAN INTERNATIONAL, INC.
GENERAL CONTRACTOR



1545 NW 27TH Ave · Pompano Beach, Florida 33069
Phone: (954) 426-1042 · Fax: (954) 426-0717

Florida Department of Transportation Formula

$$\text{Average Overhead/Day} = \frac{\text{Original Contract} \times 8\%}{\text{Original Contract Time}}$$

	ISSUED	DAYS	DUE
NTP 1 DESIGN & PERMITTING	7/14/2016		7/14/2016
SUBSTANTIAL COMPLETION		420	9/7/2017
FINAL (TBA)		60	11/6/2017

of Days 480

**REVISED NTP & ADDENDUM 12
OF CONTRACT STATES THESE**

$$\text{Average Overhead/Day} = \frac{\$18,061,645.95 \times 8\%}{480 \text{ Days}}$$

$$\text{Average Overhead/Day} = \$3,010.27$$

Day of Stop	6/2/2017
Term Date	12/18/2020
# of Days	1295

$$\text{Total Overhead} = \text{Days of Suspension} \times \text{Average Overhead/Day}$$

$$\text{Total Overhead} = 1,295 \times 3,010.27$$

$$\text{Total Overhead} = \$3,898,305.25$$