

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

TO OWNER:
 Riviera Beach Community Redevelopment Agency
 2001 Broadway, Suite 300
 Riviera Beach, FL 33404

FROM CONTRACTOR:
 Weitz-DSC-CSS JV
 1720 Centrepark Dr. East
 West Palm Beach FL 33401

PROJECT: Marina District Redevelopment
Everything but MEC BLDG
 200 E 13th Street
 Riviera Beach, FL 33404

VIA ARCHITECT: Song + Associates
 400 Australian Ave. South
 6th floor
 West Palm Beach, FL 33401

CONTRACT FOR: Marina District Redevelopment Project

APPLICATION NO: 20
PERIOD TO: 3/31/2016
PROJECT NO: F115300
CONTRACT DATE: 11/5/2013

Distribution to:

| | |
|---|------------|
| X | OWNER |
| X | ARCHITECT |
| X | CONTRACTOR |
| | |

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 \$ 18,288,441.00
2. Net Change by Change Orders \$ (150,448.68)
3. CONTRACT SUM TO DATE (Line 1+/-2) \$ 18,137,992.32
4. TOTAL COMPLETED & STORED TO DATE \$ 15,626,328.57
 (Column G on G703)
5. RETAINAGE:
 - a. 5 % of Completed Work \$ 665,533.75
 (Column D + E on G703)
 - b. % of Stored Material \$
 (Column F on G703)
 Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ 665,533.75
6. TOTAL EARNED LESS RETAINAGE \$ 14,960,794.82
 (Line 4 Less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 13,283,137.21
 (Line 6 from prior Certificate)
8. CURRENT PAYMENT DUE \$ 1,677,657.62
9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ 3,177,197.50
 (Line 3 Less Line 6)

| CHANGE ORDER SUMMARY | ADDITIONS | DEDUCTIONS |
|---|------------------------|--------------------------|
| Total changes approved in previous months by Owner: | \$ 1,695,863.00 | \$ (2,317,593.66) |
| Total approved this Month: | \$ 471,282.00 | |
| TOTALS: | \$ 2,167,145.00 | \$ (2,317,593.66) |
| NET CHANGES by Change Order: | \$ (150,448.68) | |

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:
 By: [Signature] Date: 4/29/16
 Doug Strahle, PM - Weitz/DSC/CSS
 State of: Florida County of: Palm Beach

Subscribed and sworn to before me this 29th day of April, 2016
 Notary Public: [Signature]
 My Commission expires: 3/15/19

DIANE M. CROOK
 NOTARY PUBLIC

ARCHITECT'S CERTIFICATE FOR PAYMENT
 In accordance with the Contract Documents, based on on-site 3/15/2016 inspection and the date of 3/15/2016 comprising the application, the Architect certifies to the Owner that to the best of the Architect's 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.

AMOUNT CERTIFIED \$ 1,677,657.62

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

By: [Signature] Date: 5/17/16

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.

Business Address: 1720 Centrepark Dr East
West Palm Beach, FL 33401

**PARTIAL CONDITIONAL
CONTRACTOR'S AFFIDAVIT,**

Project: Marina: **Marina District Redevelopment – Everything but MEC Bldg. RELEASE & LIEN WAIVER**
Job Address: 200 E 13th Street
Riviera Beach, FL 33404

Weitz Job Number: F115300

The Undersigned, being first duly sworn, deposes and states: He or she is of legal age and is authorized to sign this waiver on behalf of the Contractor (as hereinafter defined).

1. Weitz-DSC-CSS JV ("Contractor") is the Contractor for the performance of certain work and/or the furnishing of certain materials or supplies pursuant to an agreement (hereinafter called "the Contract") between Riviera Beach Community Redevelopment Agency or any subsidiary or affiliate thereof (hereinafter called "Owner") and Contractor, for the improvements or project known as Marina District Redevelopment at 200 E 13th Street, City of Riviera Beach, County of Palm Beach, State of Florida, (hereinafter called the "Property") for the benefit of Riviera Beach Community Redevelopment Agency (hereinafter called "Owner").
2. This instrument is delivered in consideration of and for the purpose of inducing Owner to make a progress payment of \$1,677,657.62 ("Payment") under the Contract for services performed by the Contractor through 03/31/16 ("Waiver Date").
3. Contractor, subject to collection of any check given as Payment warrants and represents: (i) all materials delivered to said Project by and for Contractor are for use therein only; (ii) title to all work, material and equipment covered by the Payment, whether or not incorporated in the Property, has passed to the Owner, free and clear of all liens, claims, security interests or encumbrances (hereinafter all referred to as "Liens"), (iii) all taxes applicable to the materials furnished and the work performed under the Contract have been fully paid, and (iv) all laborers, mechanics, sub-subcontractors, materialmen and suppliers for all work done and for all materials, machinery, equipment, fixtures, tools, scaffolding and appliances furnished for the performance of the Contract and for any other indebtedness connected therewith for which the Owner of the Property might be responsible have been paid in full to the date hereof. Contractor, for itself, its successors, and on behalf of all persons able to claim through or under Contractor; (a) waives, relinquishes and releases all Liens and right or claim to a Lien for labor or materials furnished in the construction, improvement, alteration or repair involved in performance under the Contract or other work on the Property through the Waiver Date; (b) agrees to save Contractor harmless from all liability, costs and expenses, including reasonable attorney's fees to: (1) discharge (by bond or otherwise) or to defend suit to enforce, any mechanic's or materialmen's Lien, claim to or right of action for such Lien, which may be filed, and (2) satisfy any claims or demands arising out of, due or which may be made, directly or indirectly attributable to the Contract, any work performed or supplies furnished thereunder, or in furtherance of the construction or completion of the Contract work through the Waiver Date; and (c) hereby releases Owner, any money earned by Owner, Owner's sureties, the present and future owner, the Property and any lender who may now and hereafter have a security interest therein, from all claims, rights of action (whether at law or in equity), liability and Lien which may be filed or asserted in connection with the Contract or Contractor's work on the Property through the Waiver Date.

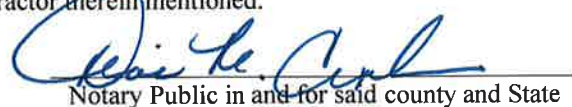
Dated this 31st day of May, 2016.


State of Florida) ss.
County of Palm Beach County


(Corporate Officer, Partner or Owner)

Subscribed and sworn to before me this 31st day of May, 2016 by Carolyn DeSanti known to me to be the above-named signator, who personally appeared before me and acknowledged that the forgoing instrument was freely and voluntarily executed for the uses and purposes and on behalf of the subcontractor therein mentioned.

My commission expires: 3/15/19


Notary Public in and for said county and State

 DIANE M. CROOK
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF192538
Expires 3/15/2019