

Payment Documentation – continued

- ❖ Copy of recorded Restrictive Covenant
- ❖ Completed Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or its equivalent (see Appendix 1) along with a Contractor's Affidavit of Completion, showing percentage completion of the project
- ❖ Documentation to support all paid expenditures including detailed paid invoices, bank records, and canceled checks. These expenditures should be entered into the expenditure log.
- ❖ Payment 3 also requires a Certificate of Substantial Completion (AIA Document G704), or its equivalent

Payment Documentation – AIA G702

AIA® Document G702™ – 1992

Application and Certificate for Payment

TO OWNER: [REDACTED] FROM CONTRACTOR: [REDACTED]	PROJECT: [REDACTED] VIA ARCHITECT: [REDACTED]	APPLICATION NO: 34 PERIOD TO: 10/31/18 CONTRACT FOR: J06663-00009 - BP#02B.11-Demo Make Safes-Elec CONTRACT DATE: 05/12/16 PROJECT NOS: GBC-J06663.000 INVOICE NO: J06663-00009-30-34	Distribution to: OWNER <input type="checkbox"/> ARCHITECT <input type="checkbox"/> CONTRACTOR <input type="checkbox"/> FIELD <input type="checkbox"/> OTHER <input type="checkbox"/>
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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	\$ 6,884.00
2. Net Change by Change Orders	\$ 4,619,462.90
3. CONTRACT SUM TO DATE (Line 1+2)	\$ 4,626,346.90
4. TOTAL COMPLETED AND STORED TO DATE (Column G on G703)	\$ 4,488,440.50
5. RETAINAGE:	
a. 4.6% of Completed Work (Column D + E on G703)	\$ 207,597.43
b. 0.0% of Stored Material (Column F on G703)	\$ 0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$ 207,597.43
6. TOTAL EARNED LESS RETAINAGE	\$ 4,280,843.07
(Line 4 Less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$ 4,064,575.57
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE	\$ 216,267.50
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$ 345,503.83
(Line 3 less Line 6)	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$5,986,665.00	\$(1,417,934.10)
Total approved this Month	\$50,732.00	\$0.00
TOTALS	\$6,037,397.00	\$(1,417,934.10)
NET CHANGES by Change Order		\$ 4,619,462.90

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: Meisner Electric Inc.

By: [REDACTED] Date: October 19, 2018
 State of: [REDACTED] County of: [REDACTED]
 Subscribed and sworn to before me this October 19, 2018
 Notary Public: [REDACTED]
 My Commission expires: [REDACTED]

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this 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

\$ 216,267.50

(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 with the amount certified.)

ARCHITECT: CBT/Childs Bertman Tseckares Inc

By: [REDACTED] 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.

Payment Documentation – AIA G703

AIA® Document G703™ – 1992

Continuation Sheet (page 2)

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO.: 34
APPLICATION DATE: 10/19/18
PERIOD TO: 10/31/18
ARCHITECT'S PROJECT NO: GBC-J06663.000

A	B	C	D		F	G		H	I
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)		
	Unassigned								
1000001	100 - OA-00025 - Acceleration Allowance	1,707.00	0.00	0.00	0.00	0.00	0.0%	1,707.00	0.00
1000002	100 - OS-00445 - Rough Install at Auditorium and Cox	(1,707.00)	0.00	0.00	0.00	0.00	0.0%	(1,707.00)	0.00

Grand Total at least: 30%, 60%, 100%

Continuation Sheet (page 23)

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO.: 34
APPLICATION DATE: 10/19/18
PERIOD TO: 10/31/18
ARCHITECT'S PROJECT NO: GBC-J06663.000

A	B	C	D		F	G		H	I
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)		
040.1B	SUBTOTAL VDC Design Assist	43,968.00	43,968.00	0.00	0.00	43,968.00	100.0%	0.00	908.60
	GRAND TOTAL	\$4,626,346.90	\$4,260,790.50	\$227,650.00	\$0.00	\$4,488,440.50	97.0%	\$137,906.40	\$207,597.43

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Payment Documentation – Schedule of Contract Values

APPENDIX 1

(This form must be completed by the Contract Manager and the Grantee's CFO/Treasurer.)

PROJECT NAME:
PROJECT #:
CONTRACTOR:

APPLICATION NO:
APPLICATION DATE:
PERIOD TO:
PERCENT COMPLETE TO DATE:

A	B	C	D		E	F	G	H	I	J
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)	
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD						
	<i>(Fill in & breakdown contract values)</i>					\$0.00	0.0%	\$0.00		
						\$0.00	0.0%	\$0.00		
						\$0.00	0.0%	\$0.00		
						\$0.00	0.0%	\$0.00		
						\$0.00	0.0%	\$0.00		
						\$0.00	0.0%	\$0.00		
	<i>(Add any change order(s) descriptions)</i>					\$0.00	0.0%	\$0.00		
						\$0.00	0.0%	\$0.00		
						\$0.00	0.0%	\$0.00		
						\$0.00	0.0%	\$0.00		
						\$0.00	0.0%	\$0.00		
						\$0.00	0.0%	\$0.00		
						\$0.00	0.0%	\$0.00		
						\$0.00	0.0%	\$0.00		
						\$0.00	0.0%	\$0.00		
						\$0.00	0.0%	\$0.00		
						\$0.00	0.0%	\$0.00		
						\$0.00	0.0%	\$0.00		
						\$0.00	0.0%	\$0.00		
GRAND TOTALS		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	

CFO or Treasurer:
The undersigned certifies that to the best of his/her knowledge, information and belief the Work covered by this Schedule of Contract Values has been completed in accordance with the Grant Award Agreement.
By: _____ Date: ____/____/____

DIVISION OF CULTURAL AFFAIRS USE ONLY:
Contract Manager: Minimum performance requirements successfully completed and approved by: _____ Date: ____/____/____

AIA® Document G704™ – 2017

Certificate of Substantial Completion

PROJECT: <i>(name and address)</i> The New Norton Museum of Art 1450 S. Dixie Highway West Palm Beach, FL 33401	CONTRACT INFORMATION: Contract For: Norton Museum of Art Expansion Phase Date: 06/01/2014	CERTIFICATE INFORMATION: Certificate Number: 001 Date: 02/26/2019
OWNER: <i>(name and address)</i> Norton Museum of Art 1450 S. Dixie Highway West Palm Beach, FL 33401	ARCHITECT: <i>(name and address)</i> CBT/ Childs Bertman Tseckares Inc. 110 Canal Street, Boston, MA 02114	CONTRACTOR: <i>(name and address)</i> Gilbane Building Company 1499 W Palmetto Park Rd Suite 105, Boca Raton, FL 33486

The Work identified below has been reviewed and found, to the Architect's best knowledge, information, and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated below is the date established by this Certificate.
(Identify the Work, or portion thereof, that is substantially complete.)
Norton Museum of Art - Expansion Phase

CBT/ Childs Bertman Tseckares Inc.		Alfred Wojciechowski Senior Principal	2/26/2019
ARCHITECT <i>(Firm Name)</i>	SIGNATURE	PRINTED NAME AND TITLE	DATE OF SUBSTANTIAL COMPLETION

WARRANTIES

The date of Substantial Completion of the Project or portion designated above is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:
(Identify warranties that do not commence on the date of Substantial Completion, if any, and indicate their date of commencement.)

WORK TO BE COMPLETED OR CORRECTED


A list of items to be completed or corrected is attached hereto, or transmitted as agreed upon by the parties, and identified as follows:
(Identify the list of Work to be completed or corrected.)
Punch List & Expansion Work Outstanding (Dated 2/26/2018)

The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment, whichever occurs first. The Contractor will complete or correct the Work on the list of items attached hereto within 90 (Ninety) days from the above date of Substantial Completion.

Cost estimate of Work to be completed or corrected: \$1,500,000

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work, insurance, and other items identified below shall be as follows:
(Note: Owner's and Contractor's legal and insurance counsel should review insurance requirements and coverage.)

The Owner and Contractor hereby accept the responsibilities assigned to them in this Certificate of Substantial Completion:

Gilbane Building Company			
CONTRACTOR <i>(Firm Name)</i>	SIGNATURE	PRINTED NAME AND TITLE	DATE
Norton Museum of Art		John Backman Project Director	1 March 2019
OWNER <i>(Firm Name)</i>	SIGNATURE	PRINTED NAME AND TITLE	DATE

Final Payment Documentation – AIA G704

**INSTRUCTIONS FOR COMPLETING THE
AGREEMENT OF COMPLIANCE (SBA FORM 601)
(SIGN AND RETURN ORIGINAL TO SBA)**

BORROWER SIGNATURE: Form 601 must be dated and signed by the SBA Borrower at the time of closing if real estate proceeds are in excess of \$10,000. YOU MUST RETURN THIS SIGNED DOCUMENT PRIOR TO DISBURSEMENT OF ANY FUNDS FOR REAL ESTATE REPAIR/REPLACEMENT.

Anyone who signs the form is entitled to keep a copy. If you need extra copies, please notify this office and additional copies will be sent to you.

The originally signed document must be returned to the address below.

Return documents to:

**U.S. Small Business Administration
Processing and Disbursement Center
14925 Kingsport Road
Fort Worth, Texas 76155-2243**

If you have any questions, please contact your Case Manager at 800-366-6303.

U.S. Small Business Administration

AGREEMENT OF COMPLIANCE

In compliance with Executive Order 11246, as amended (Executive Order 11246, as amended prohibits discrimination because of race, color, religion, sex, or national origin, and requires affirmative action to ensure equality of opportunity in all aspects of employment by all contractors and subcontractors, performing work under a Federally assisted construction contract in excess of \$10,000, regardless of the number of employees), the applicant/recipient, contractor or subcontractor agrees that in consideration of the approval and as a condition of the disbursement of all or any part of a loan by the Small Business Administration (SBA) that it will incorporate or cause to be incorporated into any contract or subcontract in excess of \$10,000 for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor, at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the contractor's commitments under Executive Order 11246, as amended, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246, as amended, and the rules and relevant orders of the Secretary of Labor created thereby.
- (5) The contractor will furnish all information and reports required by Executive Order 11246, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to books, records and accounts by SBA (See SBA Form 793) and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders. (The information collection requirements contained in Executive Order 11246, as amended, are approved under OMB No. 1215-0072.)
- (6) In the event of the contractor's noncompliance with the nondiscrimination clause or with any of the said rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246, as amended, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (6) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Executive Order 11246, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as SBA may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however that in the event a contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by SBA, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

The Applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work.

The Applicant agrees that it will assist and cooperate actively with SBA and Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations and relevant orders of the Secretary of Labor, that it will furnish SBA and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist SBA in the discharge of the Agency's primary responsibility for securing compliance. The Applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246, as amended, and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by SBA or the Secretary of Labor or such other sanctions and penalties for violation thereof as may, in the opinion of the Administrator, be necessary and appropriate.

In addition, the Applicant agrees that if it fails or refuses to comply with these undertakings SBA may take any or all of the following actions: cancel, terminate or suspend in whole or in part the loan; refrain from extending any further assistance to the applicant under the programs with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

In consideration of the approval by the Small Business Administration of a loan to FLORIDA REPERTORY COMPANY, INC. and BRADFORD ARCADE PROPERTIES LLC Applicant, said Applicant and _____ the general contractor, mutually promise and agree that they will comply with all nondiscrimination provisions and requirements of Executive Order 11246, as amended.

Executed the _____ day of _____ 20____.

LIMITED LIABILITY ENTITY Execution:

BRADFORD ARCADE PROPERTIES LLC

BY: FLORIDA REPERTORY COMPANY, INC., MANAGER

BY: _____
JOHN MARTIN, DIRECTOR

BY: _____
GREG LONGENHAGEN, DIRECTOR

Corporate Execution:

FLORIDA REPERTORY COMPANY, INC.

BY: _____
JOHN MARTIN, DIRECTOR

BY: _____
GREG LONGENHAGEN, DIRECTOR

4000803034-Mod1/DLB 4822749102
Corporate Seal

Name, Address, & Phone No. of Subrecipient

Typed Name & Title of Authorized Official

Corporate Seal

Signature of Authorized Official