



City of Grand Island

Tuesday, May 08, 2007

Council Session

Item J2

Approving Payment of Claims for the Library Expansion for the Period of April 25, 2007 through May 8, 2007

The Claims for the Library Expansion for the period of April 25, 2007 through May 8, 2007 for the following requisition:

#68	\$257,705.64
#69	2,950.00
#70	640.00

A MOTION is in order.

Staff Contact: David Springer

EXHIBIT B
Mortgage, Trust Indenture and Security Agreement

Requisition Form

REQUISITION FOR DISBURSEMENT

Requisition No. 68

TO: Wells Fargo Bank, National Association, Trustee
1248 O Street, 4th Floor
Lincoln, NE 68501
Attention: Trust Department


As Trustee under that Mortgage, Trust Indenture and Security Agreement, dated as of October 1, 2005 (the "Indenture"), executed by Grand Island Facilities Corporation, a Nebraska nonprofit corporation (the "Corporation") under which you serve as trustee, you are hereby directed to make payment from the Construction Fund (and/or Costs of Issuance Fund) pursuant to Article VI of said Indenture of the following amounts to the persons or firms indicated:

<u>Payee</u>	<u>Dollar Amount</u>	<u>Reason for Payment</u>
Mid Plains Construction Co.	\$257,705.64	Design/Build Contract

Pursuant to said Indenture, the undersigned Project Manager does hereby certify the following:

1. The above requested payments represent obligations incurred in the amounts shown by or on behalf of the Corporation with respect to the Project (or for costs of issuance for the Building Bonds) and have not previously been paid from the Construction Fund (and/or Costs of Issuance Fund).
2. The payments requested above represent disbursements permitted to be made from the Construction Fund (and/or Costs of Issuance Fund) under the terms of the Indenture and the Agreement (as defined in the Indenture), by and between said Corporation and the City of Grand Island, Nebraska.
3. Attached to this Requisition are copies of the invoices in the case of payment to third parties for services or materials. In the case of payments to the contractor under the Construction Contract (as defined in the Indenture) such contractor's application (and/or architect's certificate for payment).

IN WITNESS WHEREOF, the undersigned has caused this disbursement requisition to be executed pursuant to the terms of said Indenture this 1st day of May, 200 7.



Project Manager

CONTRACTOR'S APPLICATION & CERTIFICATE FOR PAYMENT

Page 1

FROM: Mid Plains Construction Co.
1319 W North Front St
Grand Island, NE 68801
(308) 382-2760 Fax (308) 382-2770

TO: Grand Island Facilities Corp
211 N Washington
Grand Island, NE 68801

ARCHITECT: CMBA

CUSTOMER: 0001
INVOICE #: 103141
INVOICE DATE: 04/30/07
PERIOD TO: 04/30/07
CONTRACT DATE: 07/01/05
APPLICATION #: 18

PROJECT: Edith Abbott Memorial Library
211 N Washington
Grand Island, NE 68801

PROJECT:


APPLICATION FOR PAYMENT

1. ORIGINAL CONTRACT SUM.....	\$ 5,700,000.00
2. Net Change by Change Orders.....	\$ 0.00
3. CONTRACT SUM TO DATE (Line 1 +/- 2).....	\$ 5,700,000.00
4. TOTAL COMPLETED & STORED TO DATE.....	\$ 5,147,226.39
(Column G on Continuation Sheet)	
5. RETAINAGE:	
a. 3% of Completed Work.....	\$ 142,500.00
(Column D+E on Continuation Sheet)	
b. 0% of Stored Material.....	\$ 0.00
(Column F on Continuation Sheet)	
Total Retainage (Line 5a + 5b or	
Total in Column I on Continuation Sheet).....	\$ 142,500.00
6. TOTAL EARNED LESS RETAINAGE.....	\$ 5,004,726.39
(Line 4 less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT.....	\$ 4,747,020.75
(Line 6 from prior Certificate)	
8. SALES TAX (if applicable).....	\$ 0.00
9. CURRENT PAYMENT DUE.....	\$ 257,705.64
10. BALANCE TO FINISH, PLUS RETAINAGE.....	\$ 695,273.61
(Line 3 less Line 6)	

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: Mid Plains Construction Co.

State of _____ County of _____

By:  Date: 5/1/07 Subscribed and sworn to before me this _____ day of _____, 20____
Notary Public:
My Commission Expires: _____

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above 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.....\$ 257,705.64

ARCHITECT: CMBA

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.

CONTRACTOR'S APPLICATION & CERTIFICATE FOR PAYMENT

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FROM: Mid Plains Construction Co.
1319 W North Front St
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PROJECT: Edith Abbott Memorial Library
211 N Washington
Grand Island, NE 68801

PROJECT:

CONTINUATION SHEET

A	B	C	D	E	F	G	H	I	
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	----- WORK COMPLETED ----- FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED & STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
ORIGINAL CONTRACT:									
01	General Conditions	301910.10	274629.00	12185.60		286814.60	95	15095.50	7547.75
02	Demolition	125397.78	71071.00	53072.80		124143.80	99	1253.98	3134.94
03	Sitework	193352.07	185180.80	4304.23		189485.03	98	3867.04	4833.80
04	Site Improvements	58865.00	55921.75			55921.75	95	2943.25	1471.63
05	Paving	308765.00	308765.00			308765.00	100		7719.13
06	Concrete	178710.00	171561.60	7148.40		178710.00	100		4467.75
07	Precast Concrete	379070.00	379070.00			379070.00	100		9476.75
08	Masonry	36525.00	32872.50			32872.50	90	3652.50	913.13
09	Metals	198745.00	198745.00			198745.00	100		4968.63
10	Carpentry	48087.06	33484.00	12198.71		45682.71	95	2404.35	1202.18
11	Millwork	54325.00	43460.00	5432.50		48892.50	90	5432.50	1358.13
12	Therm Moisture Prot	37920.00	26923.20	4929.60		31852.80	84	6067.20	948.00
13	Roofing	103335.00	103335.00			103335.00	100		2583.38
14	Hollow Metal	54165.00	49831.80	1624.95		51456.75	95	2708.25	1354.13
15	Special Doors	3290.00	3290.00			3290.00	100		82.25
16	Glass & Glazing	149163.55	136614.80	8073.84		144688.64	97	4474.91	3729.09
17	Drywall	267384.56	217392.15	31275.49		248667.64	93	18716.92	6684.61
18	Composite Panels	270674.71	134382.60	28022.23		162404.83	60	108269.88	6766.87
19	Acoustical Ceilings	79132.34	38950.00	616.17		39566.17	50	39566.17	1978.31
20	Painting Allowance	107535.76	60600.00	3921.46		64521.46	60	43014.30	2688.39
21	Flooring Allowance	173500.00	156150.00			156150.00	90	17350.00	4337.50
22	Misc. Specialties	54965.00	46720.25			46720.25	85	8244.75	1374.13
23	Operable Walls	31700.00	31700.00			31700.00	100		792.50
24	Furnishings	475000.00	156750.00	318250.00		475000.00	100		
25	C.O.-Delete Furnishg	-475000.00		-475000.00		-475000.00	100		
26	Fire Sprinkler	90790.40	58800.00	12016.51		70816.51	78	19973.89	2269.76
27	Plumbing	291300.00	276735.00	14565.00		291300.00	100		7282.50
27	HVAC	468978.78	394772.50	50757.34		445529.84	95	23448.94	11724.47
29	Architect & Eng Fees	542300.00	493493.00	5423.00		498916.00	92	43384.00	13557.50
29	Electrical	638582.48	397815.30	144979.81		542795.11	85	95787.37	15964.56
30	Design Build Fee	347700.00	299022.00	13908.00		312930.00	90	34770.00	8692.50
31	Contingency	103830.41	51482.50			51482.50	50	52347.91	2595.73
TOTALS:		5700000.00	4889520.75	257705.64	0.00	5147226.39	90	552773.61	142500.00

EXHIBIT B
Mortgage, Trust Indenture and Security Agreement

Requisition Form

REQUISITION FOR DISBURSEMENT

Requisition No. 69

TO: Wells Fargo Bank, National Association, Trustee
1248 O Street, 4th Floor
Lincoln, NE 68501
Attention: Trust Department

As Trustee under that Mortgage, Trust Indenture and Security Agreement, dated as of October 1, 2005 (the "Indenture"), executed by Grand Island Facilities Corporation, a Nebraska nonprofit corporation (the "Corporation") under which you serve as trustee, you are hereby directed to make payment from the Construction Fund (and/or Costs of Issuance Fund) pursuant to Article VI of said Indenture of the following amounts to the persons or firms indicated:

<u>Payee</u>	<u>Dollar Amount</u>	<u>Reason for Payment</u>
Third Party Environmental, Inc.	\$2,950.00	PCM Final Clearance air monitoring for phase three.

Pursuant to said Indenture, the undersigned Project Manager does hereby certify the following:

1. The above requested payments represent obligations incurred in the amounts shown by or on behalf of the Corporation with respect to the Project (or for costs of issuance for the Building Bonds) and have not previously been paid from the Construction Fund (and/or Costs of Issuance Fund).
2. The payments requested above represent disbursements permitted to be made from the Construction Fund (and/or Costs of Issuance Fund) under the terms of the Indenture and the Agreement (as defined in the Indenture), by and between said Corporation and the City of Grand Island, Nebraska.
3. Attached to this Requisition are copies of the invoices in the case of payment to third parties for services or materials. In the case of payments to the contractor under the Construction Contract (as defined in the Indenture) such contractor's application (and/or architect's certificate for payment).

IN WITNESS WHEREOF, the undersigned has caused this disbursement requisition to be executed pursuant to the terms of said Indenture this 1st day of May, 2007.



Project Manager

Third Party Environmental, Inc.

PO Box 2202
1516 S Gunbarrel Road
Grand Island, NE 68802-2202

Invoice

Date	Invoice #
5/1/2007	911

Bill To
Grand Island Public Library Attn: Steve Fosselman 211 North Washington Street Grand Island, NE 68801

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
1	PCM final clearance air monitoring for phase three of Grand Island Library Asbestos removal.	350.00	350.00
8	Days of air monitoring for third phase of grand island library asbestos removal.	325.00	2,600.00
		Total	\$2,950.00

EXHIBIT B
Mortgage, Trust Indenture and Security Agreement

Requisition Form

REQUISITION FOR DISBURSEMENT

Requisition No. 70

TO: Wells Fargo Bank, National Association, Trustee
1248 O Street, 4th Floor
Lincoln, NE 68501
Attention: Trust Department

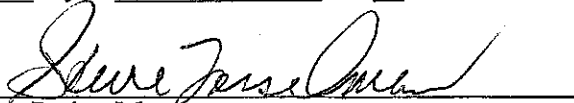
As Trustee under that Mortgage, Trust Indenture and Security Agreement, dated as of October 1, 2005 (the "Indenture"), executed by Grand Island Facilities Corporation, a Nebraska nonprofit corporation (the "Corporation") under which you serve as trustee, you are hereby directed to make payment from the Construction Fund (and/or Costs of Issuance Fund) pursuant to Article VI of said Indenture of the following amounts to the persons or firms indicated:

<u>Payee</u>	<u>Dollar Amount</u>	<u>Reason for Payment</u>
Jones Library Sales, Inc.	\$640.00	Labor to move shelving & books for weeks ending 4/20-4/27/07

Pursuant to said Indenture, the undersigned Project Manager does hereby certify the following:

1. The above requested payments represent obligations incurred in the amounts shown by or on behalf of the Corporation with respect to the Project (or for costs of issuance for the Building Bonds) and have not previously been paid from the Construction Fund (and/or Costs of Issuance Fund).
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IN WITNESS WHEREOF, the undersigned has caused this disbursement requisition to be executed pursuant to the terms of said Indenture this 3rd day of May, 200 7.


Project Manager

Jones Library Sales, Inc.

100 E. School Street
P.O. Box 536
Carlisle, IA 50047

INVOICE

DATE INVOICE

4/30/2007 0407-011

BILL TO

**EDITH ABBOTT MEMORIAL LIBRARY
ATTN: STEVE FOSSELMAN
211 N. WASHINGTON
GRAND ISLAND, NE 68801
T: 308-385-5333 F: 308-385-5339**

SHIP TO

**EDITH ABBOTT MEMORIAL LIBRARY
ATTN: STEVE FOSSELMAN
211 N. WASHINGTON
GRAND ISLAND, NE 68801
T: 308-385-5333 F: 308-385-5339**

YOUR ORDER # **VERBAL**

ORDER	TERMS	REP	SHIP DATE	SHIP VIA	FOB
CSD	Net 15	KEN	4/30/2007	OUR TRUCK	GRAND ISL...
QTY	ITEM	DESCRIPTION	UNIT	TOTAL	
1	CSD	LABOR TO MOVE SHELVING & BOOKS FOR WEEKS ENDING 4/20/07 & 4/27/07	640.00	640.00	
		THANK YOU !!! NONE	0.00%	0.00	

JONES LIBRARY SALES INC
PHONE: 515-989-4241 FAX: 515-989-4230
FIN #42-1145395
www.joneslibrary.com joneslib@msn.com

Total \$640.00