



# City of Grand Island

Tuesday, December 15, 2009

Council Session

## Item J3

### **Approving Payment of Claims for the Period of November 25, 2009 through December 15, 2009 for the State Fair Recreation Building**

*The Claims for the Period of November 25, 2009 through December 15, 2009 for the State Fair Recreational Building for the following requisitions.*

#8     \$715,500.00

#9     \$540,000.00

*Total:    \$1,255,500.00*

*A MOTION is in order.*

Staff Contact: Mary Lou Brown

**Exhibit A to Escrow Agreement**  
**(FORM OF PAYMENT REQUEST)**

Payment Request No. 008

The City of Grand Island, Nebraska, as lessee (the "Lessee") under that Lease-Purchase Agreement dated as of July 1, 2009 (the "Lease") between Lessee and Wells Fargo Brokerage Services, LLC, (the "Lessor"), hereby requests Wells Fargo Bank, National Association, as escrow agent (the "Escrow Agent") under the Escrow Agreement dated as of July 1, 2009 (the "Escrow Agreement") among the Escrow Agent, the Lessor and the Lessee, to make payment from the Escrow Fund (as defined in the Escrow Agreement) to the following party or parties, at the addresses set forth below:

<i>Payee</i>	<i>Address</i>	<i>Amount To Be Paid</i>	<i>Cost of Issuance or Project Description</i>
Sampson Construction Co., Inc.	3730 So. 14 <sup>th</sup> Street Lincoln, NE 68502	\$715,500.00	Primarily foundation, masonry and building material

In connection therewith, the undersigned officer of the Lessee hereby certifies as follows:

1. All of the provisions of the Lease and the Escrow Agreement are incorporated herein by reference and capitalized terms used herein and not defined shall have the meanings assigned to them in the Loan Agreement and the Escrow Agreement.
2. The payments to be made to the payees set forth above are for costs of construction and/or acquisition of the Project (as defined in the Escrow Agreement) described above, or reimbursement to Lessee therefor, and the payments have not been the basis for a prior request which has been paid. Any amounts to be reimbursed to the Lessee are for advances made by the Lessee from its own funds not earlier than May 1, 2009.
3. All of Lessee's representations, covenants and warranties contained in the Lease and the Certificate with Respect to Tax Matters (the "Tax Certificate") were true and accurate in all material respects as of the date made, and remain true and accurate in all material respects as of the date of this Payment Request, and the Lessee has fully and satisfactorily performed all of its covenants, representations and obligations to date required under the Lease, the Escrow Agreement and the Tax Certificate. No Default Event has occurred under the Lease.
4. The Lessee understands that the Lessor is relying on the certifications herein with regard to and in connection with approving the disbursement requested hereby.

5. Please indicate if this Payment Request relates to the final disbursement from the Escrow Fund:    Yes   X   No.

If this Payment Request relates to the final disbursement from the Escrow Fund, the Lessee and the Lessor hereby instruct Escrow Agent to disburse to Lessor the remaining moneys held in the Escrow Fund to be applied to make a partial prepayment on the Rental Payments as set forth in the Lease.

6. Please indicate if this Payment Request reimburses Lessee for any payment or payments previously made by Lessee:    Yes   X   No.

If this Payment Request requests such a reimbursement, the payment or payments for any obligations originally paid by Lessee, for federal income tax purposes, was after May 1, 2009.

7. Lessee attaches hereto the following items:

(a) *invoices and/or bills of sale and/or contractor's payment certifications* relating to the Project and, if such invoices have been paid by Lessee, evidence of payment thereof;

(b) an *insurance certificate* showing coverages as required by the Lease if such insurance certificate has not been previously provided by Lessee to the Lessor.

LESSEE:

THE CITY OF GRAND  
ISLAND, NEBRASKA

By: Mary Dow Brown  
Title: Finance Director  
Date: 11/24/09

REQUEST APPROVED BY WELLS FARGO BANK, NATIONAL ASSOCIATION (Grand Island Branch, as assignee)

  
Authorized Officer

- Attachments: 1. Invoices/Certificates for Payment  
2. Insurance Certificate (if not previously provided)



ARCHITECTURE  
ENGINEERING  
INTERIOR DESIGN

Principals:

JON P. DALTON, PE  
WYNN E. MEHLHAFF, AIA  
MATTHEW C. METCALF, AIA  
WADE W. STANGE, AIA  
MICHAEL A. WACHAL, PE

ASSOCIATE PRINCIPAL:

MICHAEL D. MARSH, AIA

SENIOR ASSOCIATES:

J. EDWARD BUKACEK, AIA  
RONALD G. HACKETT, AIA  
DAN L. HEMSATH  
BRYCE G. JOHNSON, MS PE  
JAMES K. LUEDKE, PE  
RENEE M. SHEIL  
GREGORY T. SMITH, AIA  
LEROY P. SVATORA, AIA

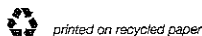
LINCOLN:

211 NORTH 14TH STREET  
LINCOLN, NEBRASKA 68508  
PHONE: (402) 476-9700  
FAX: (402) 476-9722

OMAHA:

4245 SOUTH 143RD STREET  
SUITE 5  
OMAHA, NEBRASKA 68137  
PHONE: (402) 341-6600  
FAX: (402) 341-6611

www.davisdesign.com



November 6, 2009

NOV 09 2009

Nebraska State Fair Park  
Attn: Joseph McDermott  
P.O. Box 81223  
Lincoln, NE 68501

**RE: State Fair Park – Fonner Park  
Exhibition Building 3  
Grand Island, Nebraska  
Davis Design Project 08-0192**

Joseph,

Enclosed is Sampson Construction Co., Inc's. Application and Certification for Payment No.3 dated October 28, 2009.

Based upon our on-site observations, the work has progressed to the point indicated and to the best of our knowledge; the quality of the work is in accordance with the contract documents. Therefore, we recommend that payment be made to Sampson Construction Co., Inc. in the amount of \$715,500.00.

Please retain the "Owner" copy for your files and forward the "Contractor" copy together with your payment to Sampson Construction Co., Inc.

Please call me at our Lincoln office if you have any questions or concerns regarding this application for payment.

Sincerely,

DAVIS DESIGN

**Chad Vogel  
Construction Administrator**

Enclosure

cc: Chad Vogel, Construction Administrator Files - Davis Design, Inc.  
Leroy Savarta, Project Architect - Davis Design, Inc  
Nate Kastens, Project Manager – Sampson Construction Co., Inc.  
Craig Gies, Executive Team – Sampson Construction Co., Inc.  
Jon Thomas – Village Development

# APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF \_\_\_\_\_ PAGES

TO OWNER: Nebraska State Fair Board  
 P.O. Box 81223  
 Lincoln, NE 68501

PROJECT: Nebraska State Fair Park  
 Fanner Park - Grand Island, Nebraska  
 Exhibition Building 3

FROM CONTRACTOR:  
 Sampson Construction Co., Inc.  
 3730 So. 14th St.  
 Lincoln, NE 68502

VIA: Chad Vogel  
 Davis Design, Inc.  
 211 North 14th Street  
 Lincoln, NE 68508

CONTRACT FOR: General

APPLICATION NO 3

PERIOD TO: 10/31/2009

PROJECT NOS: 09028

CONTRACT DATE: 7/10/09

Distribution to:  
 OWNER  
 ARCHITECT  
 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 \$ 3,972,000.00
2. Net change by Change Orders \$
3. CONTRACT SUM TO DATE (Line 1 ± 2) \$ 3,972,000.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 950,000.00
5. RETAINAGE:
  - a. 10 % of Completed Work (Column D + E on G703) 95,000.00
  - b. 10 % of Stored Material (Column F on G703) \$
 Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ 95,000.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) \$ 855,000.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 139,500.00
8. CURRENT PAYMENT DUE \$ 715,500.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 3,117,000.00

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

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: Sampson Construction Co., Inc.

By: [Signature] Date: 10-28-09

State of: Nebraska County of: Lancaster  
 Subscribed and sworn to before me this 28th day of October 2009  
 Notary Public: Julie A. Scheele GENERAL NOTARY - State of Nebraska  
 My Commission expires: 5-14-2012 JULIE A. SCHEELE  
 My Comm. Exp. May 14, 2012

## ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data 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 .....\$ 715,500

(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: Davis Design, Inc.  
 By: [Signature] Date: Nov. 5, 2009

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.

# CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

3

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:

10/28/2009

PERIOD TO:

10/31/2009

ARCHITECT'S PROJECT NO: ARCHITECT'S PROJECT NO: 09028  
NEBRASKA STATE FAIR PARK, FONNER PARK, GRAND ISLAND, NEBRASKA

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)		E WORK COMPLETED THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			% (G ÷ C)						
	<b>EXHIBITION BUILDING #3</b>								
1	FOUNDATIONS	220,000	80,000	120,000			200,000	20,000	20,000
2	SLABS	245,000						245,000	0
3	PRECAST	60,000						60,000	0
4	MASONRY	380,000		150,000			150,000	230,000	15,000
5	STEEL	75,000						75,000	0
6	CARPENTRY	45,000						45,000	0
7	SEALANTS	15,000						15,000	0
8	HM/DOORS/HARDWARE	125,000						125,000	0
9	ALUMINUM & GLASS	140,000						140,000	0
10	OVERHEAD DOORS	15,000						15,000	0
11	METAL STUDS/DRYWALL	65,000						65,000	0
12	ACT	18,000						18,000	0
13	PAINTING	52,000						52,000	0
14	FLOOR SEALER	24,000						24,000	0
15	SPECIALTIES	34,000						34,000	0
16	METAL BUILDING-MATERIAL	610,000		400,000			400,000	210,000	40,000
17	METAL BUILDING-INSULATION	85,000						85,000	0
18	METAL BUILDING-ERECTION	340,000						340,000	0
19	FIRE SPRINKLER	130,000						130,000	0
20	HVAC	290,000						290,000	0
21	PIPING	300,000						175,000	12,500
22	ELECTRICAL	399,000	40,000				125,000	379,000	2,000
23	PAYMENT & PERFORMANCE BOND	25,000	25,000				20,000	25,000	2,500
24	GENERAL CONDITIONS	280,000	10,000				30,000	250,000	3,000
	<b>GRAND TOTALS</b>	<b>3,972,000</b>	<b>155,000</b>	<b>795,000</b>	<b>0</b>	<b>950,000</b>	<b>3,022,000</b>	<b>95,000</b>	<b>24%</b>

**Exhibit A to Escrow Agreement**

(FORM OF PAYMENT REQUEST)

Payment Request No. 009

The City of Grand Island, Nebraska, as lessee (the "Lessee") under that Lease-Purchase Agreement dated as of July 1, 2009 (the "Lease") between Lessee and Wells Fargo Brokerage Services, LLC, (the "Lessor"), hereby requests Wells Fargo Bank, National Association, as escrow agent (the "Escrow Agent") under the Escrow Agreement dated as of July 1, 2009 (the "Escrow Agreement") among the Escrow Agent, the Lessor and the Lessee, to make payment from the Escrow Fund (as defined in the Escrow Agreement) to the following party or parties, at the addresses set forth below:

<i>Payee</i>	<i>Address</i>	<i>Amount To Be Paid</i>	<i>Cost of Issuance or Project Description</i>
Sampson Construction Co., Inc.	3730 So. 14 <sup>th</sup> Street Lincoln, NE 68502	\$540,000.00	Primarily HVAC, piping, electrical in addition to material, insulation and erection work on the building.

In connection therewith, the undersigned officer of the Lessee hereby certifies as follows:

1. All of the provisions of the Lease and the Escrow Agreement are incorporated herein by reference and capitalized terms used herein and not defined shall have the meanings assigned to them in the Loan Agreement and the Escrow Agreement.

2. The payments to be made to the payees set forth above are for costs of construction and/or acquisition of the Project (as defined in the Escrow Agreement) described above, or reimbursement to Lessee therefor, and the payments have not been the basis for a prior request which has been paid. Any amounts to be reimbursed to the Lessee are for advances made by the Lessee from its own funds not earlier than May 1, 2009.

3. All of Lessee's representations, covenants and warranties contained in the Lease and the Certificate with Respect to Tax Matters (the "Tax Certificate") were true and accurate in all material respects as of the date made, and remain true and accurate in all material respects as of the date of this Payment Request, and the Lessee has fully and satisfactorily performed all of its covenants, representations and obligations to date required under the Lease, the Escrow Agreement and the Tax Certificate. No Default Event has occurred under the Lease.

4. The Lessee understands that the Lessor is relying on the certifications herein with regard to and in connection with approving the disbursement requested hereby.

5. *Please indicate if this Payment Request relates to the final disbursement from the Escrow Fund: \_\_Yes XNo.*

If this Payment Request relates to the final disbursement from the Escrow Fund, the Lessee and the Lessor hereby instruct Escrow Agent to disburse to Lessor the remaining moneys held in the Escrow Fund to be applied to make a partial prepayment on the Rental Payments as set forth in the Lease.

6. *Please indicate if this Payment Request reimburses Lessee for any payment or payments previously made by Lessee: \_\_Yes XNo.*

If this Payment Request requests such a reimbursement, the payment or payments for any obligations originally paid by Lessee, for federal income tax purposes, was after May 1, 2009.

7. *Lessee attaches hereto the following items:*

(a) *invoices and/or bills of sale and/or contractor's payment certifications* relating to the Project and, if such invoices have been paid by Lessee, evidence of payment thereof;

(b) an *insurance certificate* showing coverages as required by the Lease if such insurance certificate has not been previously provided by Lessee to the Lessor.

LESSEE:

THE CITY OF GRAND  
ISLAND, NEBRASKA

By: Maureen Brown  
Title: Finance Director  
Date: 12/8/07

REQUEST APPROVED BY WELLS FARGO BANK, NATIONAL ASSOCIATION (Grand Island Branch, as assignee)

\_\_\_\_\_  
Authorized Officer

Attachments: 1. Invoices/Certificates for Payment  
2. Insurance Certificate (if not previously provided)





ARCHITECTURE  
ENGINEERING  
INTERIOR DESIGN

Principals:

JON P. DALTON, PE  
WYNN E. MEHLHAFF, AIA  
MATTHEW C. METCALF, AIA  
WADE W. STANGE, AIA  
MICHAEL A. WACHAL, PE

ASSOCIATE PRINCIPAL:

MICHAEL D. MARSH, AIA

SENIOR ASSOCIATES:

J. EDWARD BUKACEK, AIA  
RONALD G. HACKETT, AIA  
DAN L. HEMSATH  
BRYCE G. JOHNSON, MS PE  
JAMES K. LUEDKE, PE  
RENEE M. SHEIL  
GREGORY T. SMITH, AIA  
LEROY P. SVATORA, AIA

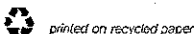
LINCOLN:

211 NORTH 14TH STREET  
LINCOLN, NEBRASKA 68508  
PHONE: (402) 476-9700  
FAX: (402) 476-9722

OMAHA:

4245 SOUTH 143RD STREET  
SUITE 5  
OMAHA, NEBRASKA 68137  
PHONE: (402) 341-6600  
FAX: (402) 341-6611

www.davisdesign.com



December 7, 2009

Nebraska State Fair Park  
Attn: Joseph McDermott  
P.O. Box 81223  
Lincoln, NE 68501

**RE: State Fair Park – Fonner Park  
Exhibition Building 3  
Grand Island, Nebraska  
Davis Design Project 08-0192**

Joseph,

Enclosed is Sampson Construction Co., Inc's. Application and Certification for Payment No.4 dated December 1, 2009.

Based upon our on-site observations, the work has progressed to the point indicated and to the best of our knowledge; the quality of the work is in accordance with the contract documents. Therefore, we recommend that payment be made to Sampson Construction Co., Inc. in the amount of \$540,000.00.

Please retain the "Owner" copy for your files and forward the "Contractor" copy together with your payment to Sampson Construction Co., Inc.

Please call me at our Lincoln office if you have any questions or concerns regarding this application for payment.

Sincerely,

DAVIS DESIGN

**Chad Vogel  
Construction Administrator**

Enclosure

cc: Chad Vogel, Construction Administrator Files - Davis Design, Inc.  
Leroy Savarta, Project Architect - Davis Design, Inc  
Nate Kastens, Project Manager – Sampson Construction Co., Inc.  
Craig Gies, Executive Team – Sampson Construction Co., Inc.  
Jon Thomas – Village Development

# CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

4

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: 12/1/2009  
 APPLICATION DATE: 11/30/2009  
 PERIOD TO: 09028

ARCHITECT'S PROJECT NO: 09028  
 ARCHITECT: NEBRASKA STATE FAIR PARK, FONNER PARK, GRAND ISLAND, NEBRASKA

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D O R E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			E FROM PREVIOUS APPLICATION (D + E)	E THIS PERIOD				
<b>EXHIBITION BUILDING #3</b>								
1	FOUNDATIONS	220,000	200,000			200,000	20,000	20,000
2	SLABS	245,000					245,000	0
3	PRECAST	60,000					60,000	0
4	MASONRY	380,000	150,000	60,000		210,000	170,000	21,000
5	STEEL	75,000					75,000	0
6	CARPENTRY	45,000					45,000	0
7	SEALANTS	15,000					15,000	0
8	HM/DOORS/HARDWARE	125,000					125,000	0
9	ALUMINUM & GLASS	140,000					140,000	0
10	OVERHEAD DOORS	15,000					15,000	0
11	METAL STUDS/DRYWALL	65,000					65,000	0
12	ACT	18,000					18,000	0
13	PAINTING	52,000					52,000	0
14	FLOOR SEALER	24,000					24,000	0
15	SPECIALTIES	34,000					34,000	0
16	METAL BUILDING-MATERIAL	610,000	400,000	180,000		580,000	30,000	58,000
17	METAL BUILDING-INSULATION	85,000		30,000		30,000	55,000	3,000
18	METAL BUILDING-ERECTION	340,000		120,000		120,000	220,000	12,000
19	FIRE SPRINKLER	130,000					130,000	0
20	HVAC	290,000		100,000		100,000	190,000	10,000
21	PIPING	300,000	125,000	60,000		185,000	115,000	18,500
22	ELECTRICAL	399,000	20,000	50,000		70,000	329,000	7,000
23	PAYMENT & PERFORMANCE BOND	25,000	25,000			25,000		2,500
24	GENERAL CONDITIONS	280,000	30,000			30,000	250,000	3,000
25	CHANGE ORDER #1	342,893					342,893	0
<b>GRAND TOTALS</b>		<b>4,314,893</b>	<b>950,000</b>	<b>600,000</b>	<b>0</b>	<b>1,550,000</b>	<b>2,764,893</b>	<b>155,000</b>

**APPLICATION AND CERTIFICATION FOR PAYMENT**

AIA DOCUMENT G702

PAGE ONE OF \_\_\_\_\_ PAGES

TO OWNER: Nebraska State Fair Board  
 P.O. Box 81223  
 Lincoln, NE 68501

PROJECT: Nebraska State Fair Park  
 Fonner Park - Grand Island, Nebraska

FROM CONTRACTOR:  
 Sampson Construction Co., Inc.  
 3730 So. 14th St.  
 Lincoln, NE 68502

VIA: Chad Vogel  
 Davis Design, Inc.  
 211 North 14th Street  
 Lincoln, NE 68508

APPLICATION NO 4  
 PERIOD TO: 11/30/2009  
 PROJECT NOS: 09028  
 CONTRACT DATE: 7/10/09

Distribution to:  
 OWNER  
 ARCHITECT  
 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 \$ 3,972,000.00
2. Net change by Change Orders \$ 342,893.00
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 4,314,893.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 1,550,000.00
5. RETAINAGE:
  - a. 10 % of Completed Work (Column D + E on G703) \$ 155,000.00
  - b. 10 % of Stored Material (Column F on G703) \$
  - Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ 155,000.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) \$ 1,395,000.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 855,000.00
8. CURRENT PAYMENT DUE \$ 540,000.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 2,919,893.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month #1	\$342,893.00	
TOTALS	\$342,893.00	\$0.00
NET CHANGES by Change Order	\$342,893.00	

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: Sampson Construction Co., Inc.

By: [Signature] Date: 12-1-09

State of: Nebraska County of: Lancaster  
 Subscribed and sworn to before me this 1st day of December  
 Notary Public: Julie A. Scheele GENERAL NOTARY - State of Nebraska  
 My Commission Expires: 5-14-2012 JULIE A. SCHEELE  
 My Comm. Exp. May 14, 2012

**ARCHITECT'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data 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 ..... \$ 540,000.00

(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: Davis Design, Inc.  
 By: [Signature] Date: 12-7-09

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.