



City of Grand Island

Tuesday, September 14, 2010

Council Session

Item J3

Approving Payment of Claims for the Period of August 25, 2010 through September 14, 2010 for the State Fair Recreation Building

The Claims for the Period of August 25, 2010 through September 14, 2010 for the State Fair Recreational Building for the following requisition:

#27	\$2,394.71
#28	\$2,042.47
#29	\$390,523.00

TOTAL: \$394,960.18

A MOTION is in order.

Staff Contact: Mary Lou Brown

Exhibit A to Escrow Agreement
(FORM OF PAYMENT REQUEST)

Payment Request No. 027

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>
Davis Design	211 North 14 th Street Lincoln, NE 68508	\$2,394.71	Construction management

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;

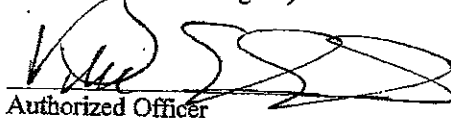
(b) an insurance certificate showing coverages as required by the Lease if such insurance certificate has not been previously provided by Lessee to the Lessor.

LESSEE:

THE CITY OF GRAND
ISLAND, NEBRASKA

By: Mary Lou Bepko
Title: Finance Director
Date: 8/30/10

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)

REC'D AUG 07 2010



Invoice number 14405
July 30, 2010

ARCHITECTURE
ENGINEERING
INTERIOR DESIGN

STATE FAIR PARK
GRAND ISLAND, NEBRASKA
70,000 S.F. EXHIBITION BUILDING
PROJECT NO.: 08-0192

4,607,153.00
4,590,581.00
16,592.00

Principals:

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

MR. JOSEPH MCDERMOTT
STATE FAIR PARK BOARD OFFICE
P.O. BOX 1387
GRAND ISLAND, NE 68802-1387

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 I. SMITH, AIA
LEROY P. SVATORA, AIA

Estimated Construction Cost: \$ 4,607,153.00
Percent of Construction Cost: 4.00

Fee: \$ 184,286.12

Phase	Contract Amount	Percent Complete	Total Billed
Schematic Design	18,428.61	100.00 %	18,428.61
Design Development	46,071.53	100.00 %	46,071.53
Contract Documents	82,928.75	100.00 %	82,928.75
Bidding/Construction Admin.	36,857.23	90.89 %	33,499.54
Total Billed			180,928.43
Fee previously billed			178,606.65
Current fee billing			<u>2,321.78</u>

Reimbursable	Cost	Mult	Amount
Travel	66.30	1.10	72.93
Reimbursable subtotal			<u>72.93</u>

PLEASE PAY THIS AMOUNT

2,394.71

Lincoln:

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

Other Locations:

OMAHA, NEBRASKA
VERMILLION, SOUTH DAKOTA

FOR THE FIRM

MATTHEW C. METCALF
DAVIS DESIGN

www.davisdesign.com



211 North 14th Street
Lincoln, Nebraska 68508
(402) 476-9700

REIMBURSABLE EXPENSES WORKSHEET

Project Information

Owner: State Fair Park Board Office
Project Name: State Fair Park, Grand Island, NE - 70,000 S.F. Exhibition Building
Project No: 08-0192

SUMMARY OF EXPENSES

Travel Expenses	\$	66.30
Print Log Expenses	\$	-
Film Processing Expenses	\$	-
In-House Copy Expenses	\$	-
US Postal Service Expenses	\$	-
Express Shipping Expenses	\$	-
Total Expenses	\$	66.30

Travel Expenses

Date	Person(s) Traveling	# of Trips	Cost per trip	Total Cost
06/29/10	Matt Metcalf/Chad Vogel/Leroy Svatora	0.17	\$ 97.50	\$ 16.58
07/08/10	Chad Vogel	0.17	\$ 97.50	\$ 16.58
07/13/10	Chad Vogel	0.17	\$ 97.50	\$ 16.58
07/27/10	Chad Vogel	0.17	\$ 97.50	\$ 16.58
			Total	\$ 66.30

Print Log Expenses

Date	Purpose	By	Size	Quantity	Cost per sheet	Total Cost
					\$ -	\$ -
					\$ -	\$ -
					Total	\$ -

Film Processing Expenses

Date	Place of Processing	By	Quantity	Cost per picture	Total Cost
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				Total	\$ -

In-House Copy Expenses

Date	# of pages	Purpose	Type	Size	Quantity	Cost per page	Total Cost
						\$ -	\$ -
						\$ -	\$ -
						\$ -	\$ -
						Total	\$ -

US Postal Service Expenses

Date	Description	# of pieces	Cost per piece	Total Cost
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			Total	\$ -

Express Shipping Expenses

Date	Carrier	Destination	Charge	Total Cost
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			Total	\$ -



Memo

To: Mr. Craig Gies
Sampson Construction Co., Inc
3730 South 14th Street
Lincoln, Nebraska 68502

From: Chad Vogel

CC: **Matt Metcalf - Principal in Charge, Davis Design, Inc.**
Leroy Svatora - Project Architect, Davis Design, Inc.
Chad Vogel - Construction Administrator, Davis Design Inc.
Joseph McDermott - Executive Director, State Fair Park
Jon Thomas - Village Development LLC
Nate Kastens - Project Manager, Sampson Construction Co., Inc.
Wayne Galloway - Project Manager, Sampson Construction Co., Inc.

Date: 7/2/2010

Re: State Fair Park - Fonner Park - Grand Island, Nebraska
Davis Design Project No. 08-0192

Comments:

Craig,

This memo is to acknowledge the receipt and review of your Change Order Request 0018 dated June 16, 2010.

The amount of \$7,099.00 has been authorized by the Owner.

We are hereby giving you a notice to proceed on the scope of work required. A Comprehensive Change Order will be issue in the near future.

Please contact me if you have any questions and or concerns regarding this proposal request.

Sincerely:

Davis Design

A handwritten signature in black ink that reads "Chad Vogel, By DK". The signature is written in a cursive, flowing style.

Chad Vogel
Construction Administrator

Sampson Construction Co., Inc.

3730 South 14th Street

Lincoln, NE 68502

Phone: (402) 434-5450

Fax: (402) 434-5466

CHANGE ORDER REQUEST

No. 00018

TITLE: EB #3 - Damaged Overhead Door

DATE: 6/16/2010

PROJECT: State Fair Park-Fonner Park

JOB: 09028

TO: Davis Design
211 North 14th Street
Lincoln, NE 68508

CONTRACT NO: 3

Response is required within 30 days to
avoid schedule/cost implications.

ATTN: Chad Vogel

DESCRIPTION OF PROPOSAL

The cost to repair the damaged overhead door, metal wall panels, gutter, downspouts, door jams, trim, and two (2) girls that was damaged by others.

Item	Description	Net Amount
00001	Overhead Door	\$399.00
00002	B & C Steel	\$859.00
00003	Central NE Steel	\$4,700.00
00004	General Conditions	\$417.00
00005	Overhead @ 5%	\$319.00
00006	Profit @ 5%	\$335.00
00007	Bond @ 1%	\$70.00
Total:		\$7,099.00

APPROVAL: By approval of authorized parties below, Sampson Construction is authorized to proceed with this work and the cost listed above will be incorporated into a Change Order.

By: [Signature]

Craig Gies

Date: 6/16/2010

By: [Signature]

Joseph McDermott

Date: 6-27-10

By: [Signature]

Chad Vogel

Date: 6-23-10

By: [Signature]

Tam Allan

Date: _____

CHANGE ORDER REQUEST WORKSHEET

Project Name: State Fair Park - EB #3 RFI # _____

Job # 9028 RFP # _____

Title EB #3 - Damaged Overhead Door ASI # _____

Description of Change The cost to repair the damaged overhead door, metal wall panels, gutter, downspouts, door jams, trim, and two (2) girts that was damaged by others. Other _____

Sampson Labor/Material/Equipment			
Description	Value		
Labor			
Equipment			
Small Tools			
Supervision			
General Conditions	\$417		
Subtotal Sampson	\$417		
Subcontractors/Suppliers			
Name	Scope/Description	Value	Sales Tax?
Overhead Door			\$399
B & C Steel			\$859
Central NE Steel			\$4,700
			\$0
			\$0
Subtotal Subcontractors/Suppliers			\$5,958
	Subtotal	\$	6,375
	Overhead	5% \$	319
	Profit	5% \$	335
	Subtotal	\$	7,028
	Bond	1.00% \$	70
	Total Change Order Request	\$	7,099

Requested additional days to contract _____ days

Contingency Fund Adjustment Y / N

Reviewed by: _____ Date: _____

OVERHEAD DOOR OF HASTINGS

OVERHEAD DOOR OF HASTINGS

743 E. South St.

Hastings Ne. 68901

402-461-3667 or Fax 402-461-4650

The Gennings The Original.



Proposal #: 67-4501

PROPOSAL SUBMITTED TO: SAMPSON CONSTRUCTION CO., INC.			Date 5/9/2010	Attention
STREET 119 CENTRAL AVE.			Job Name EB 3	
City KEARNEY	State NE	Zip Code 68847	Job Location	
Phone Number 308-865-9104	Fax Number 308-865-1381		Job Phone	

ON THE 16 X 16 DOOR REPLACE VERTICAL TRACK DAMAGED BY OTHERS

We hereby propose to complete in accordance with above specification, for the sum of:

Three Hundred Ninety Nine Dollars and No Cents

399.00

Signature

Direct Dial:

TERMS AND CONDITIONS

Payment to be made as follows: UPON INVOICE

Prices subject to change if not accepted in 30 days.

BY OTHERS: JAMES SPRINGS PAD, ALL WIRING to motors and control station, unless otherwise stated above, are not included. Purchaser agrees that doors shall remain in sellers possession until paid for. In the event purchaser breaches or defaults under the terms and provisions of this agreement, the purchaser shall be responsible for the cost of collection, including reasonable attorneys fees. The seller shall be entitled to full and final payment on the purchase order. There shall be a 1 1/2% service charge per month for all payments due and owing after 30 days. (Agreements are contingent upon strikes, accidents, or delays beyond our control.)

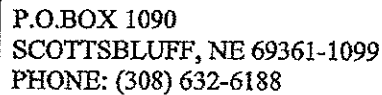
ACCEPTANCE: Terms, Price, and specifications on all pages of this proposal are hereby accepted and the work authorized.

Purchaser:

Signature

Title

Date of Acceptance

**Kearney, NE 68847**

LOCATION: Grand Island, NE

SUBMITTED BY: Kelly Strey

Nate Kastens

From: carson and jesse cobb [CCOBB.CNS@CITLINK.NET]

Sent: Thursday, May 06, 2010 11:10 AM

To: Nate Kastens

Subject: Damaged OH door on #3

Labor only to repair damaged OH door.

Tear off 6 sheets, gutter, downspout, east door jam.

Replace sheeting, gutter, downspout, door jam, wrap trim, J trim, base trim, header trim.

Repair, cut, bend or replace 2 girts, junior channel. Anchor new door jam.

Total labor cost plus equipment: \$4,700

5/14/2010

Vogel, Chad

From: Wayne Gallaway [wayne.gallaway@sampson-construction.com]
Sent: Wednesday, June 23, 2010 8:42 AM
To: Vogel, Chad
Subject: FW: EB #3 damaged OH door

Chad,

Email below for EB #3 COR – 18 for the damaged overhead door.

Please let me know if you need anything else on this one.

Thank you,

Wayne Gallaway

Project Management

Sampson Construction Co., Inc.

119 Central Avenue | Kearney, Nebraska 68847

Direct Phone (308) 865-1374 | (Cellular Phone, (308) 440-3211 | (Fax Line, (308-865-1381)

Visit us at: www.sampson-construction.com

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From: carson and jesse cobb [mailto:CCOBB.CNS@CITLINK.NET]

Sent: Wednesday, June 23, 2010 8:41 AM

To: Wayne Gallaway

Subject: EB #3 damaged OH door

Equipment used: electric scizzor lift, gas powered scizzor lift, forklift, demo saw, welder.

2 mobilizations:

3 laborers @ 20 hours each

1 supervisor @ 10 hours

Total hours worked: 70 @ \$45/hour= \$3,150

Equipment costs: \$900

Clerical: \$250

Bend trim with Brake: \$250

Expendable supplies: welding rod, caulking, demo blades (14" and 4 1/2") \$150

Total: \$4,700

The overhead door was damaged on both sides of the building. CNS removed the ruined door track, surrounding trim pieces and affected bent sheeting. The door jam was replaced by making a new one and welding new clips. (by CNS). The girts were mildly bent and straightened back to form. The insulation and fabric was not damaged just connected back to original placement. The trim pieces: header trim, j-trim, wrap trim, base trim, gutter and downspout were removed, inspected and replaced (by CNS). The outside sheeting was replaced (3 sheets). The interior sheeting was replaced. All damaged materials was removed and replaced by CNS. The walk door beside the damaged overhead door had to be straightened and aligned with the outside wall. All materials damaged were disposed of and replaced with new field fabricated product. The welding work was performed by a certified welder. The overhead door and walkdoor damages were corrected back to the finished product it was before. CNS warrants the work performed.

Thank you

Carson Cobb



Memo

To: Mr. Craig Gies
Sampson Construction Co., Inc
3730 South 14th Street
Lincoln, Nebraska 68502

From: Chad Vogel

CC: **Matt Metcalf - Principal in Charge, Davis Design, Inc.**
Leroy Svatora - Project Architect, Davis Design, Inc.
Chad Vogel - Construction Administrator, Davis Design Inc.
Joseph McDermott - Executive Director, State Fair Park
Jon Thomas - Village Development LLC
Nate Kastens - Project Manager, Sampson Construction Co., Inc.
Wayne Galloway - Project Manager, Sampson Construction Co., Inc.

Date: 7/14/2010

Re: State Fair Park - Fonner Park - Grand Island, Nebraska
Davis Design Project No. 08-0192

Comments:

Craig,

This memo is to acknowledge the receipt and review of your Change Order Request 0019 dated June 29, 2010.

The amount of \$1,964.00 has been authorized by the Owner.

We are hereby giving you a notice to proceed on the scope of work required. A Comprehensive Change Order will be issue in the near future.

Please contact me if you have any questions and or concerns regarding this proposal request.

Sincerely:

Davis Design

A handwritten signature in black ink, appearing to read "Chad Vogel".

Chad Vogel
Construction Administrator

Sampson Construction Co., Inc.

3730 South 14th Street

Lincoln, NE 68502

Phone: (402) 434-5450

Fax: (402) 434-5466

CHANGE ORDER REQUEST

No. 00019

TITLE: EB #3 - Sprinkler Alarm Panel Power**DATE:** 6/28/2010**PROJECT:** State Fair Park-Fonner Park**JOB:** 09028**TO:** Davis Design
211 North 14th Street
Lincoln, NE 68508**CONTRACT NO:** 3Response is required within 30 days to
avoid schedule/cost implications.**ATTN:** Chad Vogel**DESCRIPTION OF PROPOSAL**

The cost to provide a 120V dedicated circuit and all related items required to power the Sprinkler Alarm Panel.

Item	Description	Net Amount
00001	Willmar	\$1,649.00
00002	General Conditions	\$115.00
00003	Overhead @ 5%	\$88.00
00004	Profit @ 5%	\$93.00
00005	Bond @ 1%	\$19.00
Total:		\$1,964.00

APPROVAL: By approval of authorized parties below, Sampson Construction is authorized to proceed with this work and the cost listed above will be incorporated into a Change Order.By: Craig Gigg

Craig Gigg

Date: 6/29/2010By: Joseph McDermott

Joseph McDermott

Date: 7-9-11By: Chad Vogel

Chad Vogel

Date: 7-6-10By: Tam Allan

Tam Allan

Date: 7-7-10

Project Name:	State Fair Park - EB #3	RFI #	
Job #	9028	RFP #	
		ASI #	
Title	EB #3 - Sprinkler Alarm Panel Power	Other	
Description of Change	The cost to provide a 120V dedicated circuit and all related items required to power the Sprinkler Alarm panel.		

Z:\Project Management\2009 Projects\09028 - State Fair Park\CORs\EB#3 COR's\EB #3 COR Worksheets\COR Worksheet COR #19

Nate Kastens

From: Paul Latimer [platimer@willmar-electric.com]
Sent: Thursday, June 24, 2010 5:15 PM
To: Nate Kastens
Subject: FW: Sprinkler Alarm Systems
Attachments: RE: Alarm System for Compressors; RE: Alarm System for Compressors; CSA SPRINKLER.pdf; EB#3 SPRINKLER.pdf; SWINE SPRINKLER.pdf

Nate,

One thing I forgot to include, the way I priced this was to bring power from:

Swine – Panel LSP1

Cattle – Panel LPA

Arena – Panel LB1

Sheep – Panel LPC

EB 3 – Panel LC1

Paul

From: Paul Latimer
Sent: Thursday, June 24, 2010 4:09 PM
To: 'Nate Kastens'
Subject: Sprinkler Alarm Systems

Nate,

After the information I got from James Lepert from Continental (attached) here is what I have come up with for pricing for all 3 buildings. There is a write-up included on the Change Orders. Give me a call if you have any questions on any of this.

Thanks,

Paul Latimer
platimer@willmar-electric.com



WILLMAR ELECTRIC SERVICE
Design. Build. Beyond.

(402) 610-1410 Cellular
(402) 464-1877 X 410 Office
(402) 464-1887 Fax

6/25/2010

PROPOSED CHANGE ORDER

Willmar Electric Service

1441 Adams
Lincoln, NE 68521

CCN# EB#3SPRINKLER
Date: 6/24/2010
Project Name: State Fair Park Exhibition Building #3
Project Number: 60-3
Page Number: 1

Client Address:

Sampson

Work Description

We reserve the right to correct this quote for errors and omissions.

This quote covers direct costs only and we reserve the right to claim for impact and consequential costs.

This price is good for acceptance within 10 days from the date of receipt.

We request a time extension of 3 days.

We will supply and install all materials, labor, and equipment as per your instructions on CCN# EB#3 SPRINKLER.

Price for installing Sprinkler Alarm Panel, per riser diagram from Continental Sprinkler. This requires one control panel (supplied by Continental), and a 120V dedicated circuit to power it. Out of the panel, there will be one accelerator switch, and one solenoid valve per riser connected to control panel. The addressable data loop from the Fire Alarm with a monitoring relay will also have to be connected to control panel.

Itemized Breakdown

Description	Qty	Total Mat(\$)	Total Hours
3/4" CONDUIT - EMT	65	27.85	3.25
3/4" CONN COMP STL - EMT	2	2.20	0.31
3/4" COUPLING COMP STL - EMT	8	6.72	0.00
1/2" TYPE C STD CONDUIT BODY W/ CVR & GSKT	1	11.96	0.53
3/4" 2-PC CONDUIT STRUT CLAMP	8	8.67	0.51
1/2" FLEX - STEEL	15	11.39	0.56
1/2" CONN FLEX DC SQUEEZE STRAIGHT	8	12.55	1.00
#14 THHN BLACK	140	16.41	0.75
#12 THHN BLACK	790	103.08	5.09
#18- 1P F/A CABLE 105 DEG	15	3.18	0.10
4x2 1/8" SQ BOX COMB KO	5	6.57	1.44
4" SQ BLANK COVER	4	3.92	0.13
CONTROL PANELS	1	0.00	2.25
MONITOR MODULE MULTIPLEX	1	210.00	0.88
#12 WIRE POWER TERM	6	0.00	0.66
#18 WIRE CONTROL TERM	6	0.00	0.54
#14 WIRE CONTROL TERM	8	0.00	0.80
Totals		424.49	18.80

ORIGINAL

PROPOSED CHANGE ORDER

Willmar Electric Service

1441 Adams
Lincoln, NE 68521

Client Address:

Sampson

CCN#

Date:

Project Name:

Project Number:

Page Number:

EB#3 SPRINKLER

6/24/2010

State Fair Park Exhibition Building #3

60-3

2

Summary

General Materials		424.49
Material Total		424.49
JOURNEYMAN	(18.80 Hrs @ \$52.00)	977.60
Subtotal		1,402.09
Overhead	(@ 12.000 %)	168.25
Markup	(@ 5.000 %)	78.52
Subtotal		1,648.86
Final Amount		\$1,648.86

CONTRACTOR CERTIFICATION

Name: _____

Date: _____

Signature: _____

I hereby certify that this quotation is complete and accurate based on the information provided.

CLIENT ACCEPTANCE

CCN #: EB#3 SPRINKLER

Final Amount: \$1,648.86

Name: _____

Date: _____

Signature: _____

Change Order #:

I hereby accept this quotation and authorize the contractor to complete the above described work.

ORIGINAL



Memo

To: Mr. Craig Gies
Sampson Construction Co., Inc
3730 South 14th Street
Lincoln, Nebraska 68502

From: Chad Vogel

CC: **Matt Metcalf - Principal in Charge, Davis Design, Inc.**
Leroy Svatora - Project Architect, Davis Design, Inc.
Chad Vogel - Construction Administrator, Davis Design Inc.
Joseph McDermott - Executive Director, State Fair Park
Jon Thomas - Village Development LLC
Nate Kastens - Project Manager, Sampson Construction Co., Inc.
Wayne Gallaway - Project Manager, Sampson Construction Co., Inc.

Date: 7/14/2010

Re: State Fair Park – Fonner Park – Grand Island, Nebraska
Davis Design Project No. 08-0192

Comments:

Craig,

This memo is to acknowledge the receipt and review of your Change Order Request 0021 dated July 1, 2010.

The amount of \$2,334.00 has been authorized by the Owner.

We are hereby giving you a notice to proceed on the scope of work required. A Comprehensive Change Order will be issue in the near future.

Please contact me if you have any questions and or concerns regarding this proposal request.

Sincerely:

Davis Design

A handwritten signature in black ink, appearing to read "Chad Vogel".

Chad Vogel
Construction Administrator

Sampson Construction Co., Inc.

3730 South 14th Street

Lincoln, NE 68502

Phone: (402) 434-5450

Fax: (402) 434-5466

CHANGE ORDER REQUEST

No. 00021

TITLE: EB#3 - CPR #10 - Elec. Changes

DATE: 7/1/2010

PROJECT: State Fair Park-Fonner Park

JOB: 09028

TO: Davis Design
211 North 14th Street
Lincoln, NE 68508

CONTRACT NO: 3

See below for response time to
avoid schedule/cost implications.

ATTN: Chad Vogel

DESCRIPTION OF PROPOSAL

Per Davis Design EB #3 CPR #10 dated 6/28/10. The cost to delete one (1) cord drop and duplex receptacle to be replaced with a twist-lock receptacle as indicated and to add one (1) 50A, 2P breaker in 'LB1.'

Clarification Note: Please note that response is required within five (5) days to avoid schedule and cost implications.

Item	Description	Net Amount
00001	Willmar	\$1,959.00
00002	General Conditions	\$137.00
00003	Overhead @ 5%	\$105.00
00004	Profit @ 5%	\$110.00
00005	Bond @ 1%	\$23.00
Total:		\$2,334.00

APPROVAL: By approval of authorized parties below, Sampson Construction is authorized to proceed with this work and the cost listed above will be incorporated into a Change Order.

By: Craig Gies

Date: 7/1/2010

By: Joseph McDermott

Date: 7-9-10

By: Chad Vogel

Date: 7-6-10

By: Tam R. Allen

Date: 7-7-10



File
Willie

ARCHITECTURE
ENGINEERING
INTERIOR DESIGN

June 28, 2010

Principals:

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

SENIOR ASSOCIATES:

J. EDWARD BUKACEK, AIA
RON HACKETT, AIA
DAN L. HEMSATH
BRYCE G. JOHNSON, MS PE
MICHAEL D. MARSH, AIA
RENEE M. SHEIL
GREGORY T. SMITH, AIA

Mr. Nate Kastens
Sampson Construction Co., Inc
119 Central Avenue
Kearney, Nebraska 68847

RE: *Fonner Park – State Fair Park
Exhibition Building #3
Grand Island, Nebraska
Davis Design Project No. 08-0192*

Nate,

Enclosed please find a copy of Change Proposal Request "CPR" No. 10 dated June 28, 2010.

Please submit an itemized proposal for changes in the contract sum and contract time for the proposed modifications to the Contract Documents described herein.

This is not a Change Order, Construction Change Directive or a direction to proceed with the work described in the proposed modifications.

Please give me a call if you have any questions in regards to this proposal request.

Sincerely,

DAVIS DESIGN

Chad Vogel
Construction Administrator

Enclosure

Lincoln:

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

Omaha:

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

cc: Matt Metcalf – Principal in Charge, Davis Design, Inc.
Leroy Svatora – Project Architect, Davis Design Inc.
Chad Vogel – Construction Administrator Davis Design, Inc.
Jon Thomas – Village Development LLC
Wayne Gallaway – Project Manager, Sampson Construction Co., Inc.
Craig Gies – Executive Team, Sampson Construction Co., Inc.



CHANGE PROPOSAL REQUEST (CPR)

Project: **Fonner Park – State Fair Park**
Exhibition Building #3
Grand Island, Nebraska

CPR No. **10**
Date: **June 28, 2010**

Architect Project No. **08-0192**

General Contractor: **Sampson Construction Co., Inc.**
119 Central Avenue
Kearney, Nebraska 68847

Description of proposed change(s):

Please provide itemized pricing for the attached write-up provided by Olssons.

All work shall be in accordance with the terms, stipulations and conditions of the original contract.

BY: _____

A handwritten signature in black ink, appearing to read "H. Vogel".

Chad Vogel
Construction Administrator

Date: **June 28, 2010**

Davis Design
211 North 14th Street
Lincoln, Nebraska 68508

EB-3 BUILDING

A08-1564

THE FOLLOWING ITEMS ARE APPLICABLE TO THE DRAWINGS:

Electrical

CPR #10, ITEM #1:

In reference to Sheet E-200 – Power Plan, Exhibit Area 101, column lines D & 4.5, delete one cord drop with two duplex receptacles, circuit LB1-37,39. Add one (1) 125/250V, 3 Pole, 4 Wire, Grounding, 50A, twist-lock receptacle and hook at structure fed from 50A,2P breaker, LB1-40,42. Provide 6/4 SJO cord with Kellems grips each end, 125/250V, 3 Pole, 4 Wire, Grounding 50A, Twistlock connector & flexible eye on one end, NEMA 14-50R receptacle on opposite end, similar to detail 4, E-500. Length shall be distance from receptacle at structure to floor plus 72".

CPR #10, ITEM #2:

In reference to Sheet E-701 – Electrical Panel Schedules, Schedule for Panel 'LB1', add one (1) 50A,2P breaker, circuit #40,42, load 8000 va, 20A,2P breaker, circuit #37,39, becomes spare.

CPR #10 END

PROPOSED CHANGE ORDER

Willmar Electric Service

1441 Adams
Lincoln, NE 68521

CCN#

Date:

Project Name:

Project Number:

Page Number:

CPR #10

7/1/2010

State Fair Park Exhibition Building #3

60-3

1

Client Address:

Sampson

Work Description

We reserve the right to correct this quote for errors and omissions.

This quote covers direct costs only and we reserve the right to claim for impact and consequential costs.

This price is good for acceptance within 10 days from the date of receipt.

We request a time extension of 3 days.

We will supply and install all materials, labor, and equipment as per your instructions on CCN# CPR #10.

Price for CPR #10, adding a 50A cord drop.

Itemized Breakdown

Description	Qty	Total Mat.	Total Hrs.
3/4" CONDUIT - EMT	120	51.41	5.28
3/4" CONN COMP STL - EMT	2	2.20	0.31
3/4" COUPLING COMP STL - EMT	14	11.76	0.00
3/4" 2-PC CONDUIT STRUT CLAMP	14	15.17	0.89
# 6 THHN BLACK	370	161.43	4.12
#10 THHN GREEN	125	21.91	0.88
3/4" CONN W/ STRAIN RELIEF GRIP FOR 0.52-0.73	1	14.40	0.56
SINGLE EYE CLOSED MESH SUPPORT GRIP FOR	1	21.80	0.75
4x2 1/8" SQ BOX COMB KO	2	2.63	0.57
4" SQ 2.625" DIAM REC COVER	2	9.60	0.06
50A 250V 3W 1PH REC - BLK (SG)	1	25.40	0.47
50A 250V 3WIRE 1PH TW-LOCK REC	1	69.25	0.48
50A 250V 3WIRE 1PH TW-LOCK PLUG	1	73.20	0.48
50A 2P BREAKER BOLT-ON	1	54.61	0.31
#10 WIRE POWER TERM	1	0.00	0.14
# 6 WIRE POWER TERM	3	0.00	0.63
REMOVE MC CABLE	1	0.00	1.00
Totals		534.76	16.95

Summary

ORIGINAL

PROPOSED CHANGE ORDER**Willmar Electric Service**1441 Adams
Lincoln, NE 68521

Client Address:

Sampson**CCN#****Date:****Project Name:****Project Number:****Page Number:****CPR #10**

7/1/2010

State Fair Park Exhibition Building #3

60-3

2

Summary (Cont'd)

General Materials		534.76
Material Total		534.76
JOURNEYMAN	(16.95 Hrs @ \$52.00)	881.40
SCISSOR LIFT (per Day)	(1.00 @ 2.00 @ \$125.00 + 0.000 % + 0.000 % + 0.000 %)	250.00
Subtotal		1,666.16
Overhead	(@ 12.000 %)	199.94
Markup	(@ 5.000 %)	93.31
Subtotal		1,959.41
Final Amount		\$1,959.41

CONTRACTOR CERTIFICATION**Name:** _____**Date:** _____**Signature:** _____

I hereby certify that this quotation is complete and accurate based on the information provided.

CLIENT ACCEPTANCE**CCN #: CPR #10** _____**Final Amount: \$1,959.41** _____**Name:** _____**Date:** _____**Signature:** _____**Change Order #:** _____

I hereby accept this quotation and authorize the contractor to complete the above described work.

ORIGINAL



Memo

To: Mr. Craig Gies
Sampson Construction Co., Inc
3730 South 14th Street
Lincoln, Nebraska 68502

From: Chad Vogel

CC: **Matt Metcalf - Principal in Charge, Davis Design, Inc.**
Leroy Svatora - Project Architect, Davis Design, Inc.
Chad Vogel - Construction Administrator, Davis Design Inc.
Joseph McDermott - Executive Director, State Fair Park
Jon Thomas - Village Development LLC
Nate Kastens - Project Manager, Sampson Construction Co., Inc.
Wayne Gallaway - Project Manager, Sampson Construction Co., Inc.

Date: 7/28/2010

Re: State Fair Park - Fonner Park - Grand Island, Nebraska
Davis Design Project No. 08-0192

Comments:

Craig,

This memo is to acknowledge the receipt and review of your Change Order Request 0022R dated July 13, 2010.

The amount of \$5,175.00 has been authorized by the Owner.

We are hereby giving you a notice to proceed on the scope of work required. A Comprehensive Change Order will be issue in the near future.

Please contact me if you have any questions and or concerns regarding this proposal request.

Sincerely:

Davis Design

A handwritten signature in black ink, appearing to read "Chad Vogel".

Chad Vogel
Construction Administrator

Sampson Construction Co., Inc.

3730 South 14th Street

Lincoln, NE 68502

Phone: (402) 434-5450

Fax: (402) 434-5466

CHANGE ORDER REQUEST

No. 00022R

TITLE: EB #3 RFI #3 Wall Extensions (R1)

DATE: 7/13/2010

PROJECT: State Fair Park-Fonner Park

JOB: 09028

TO: Davis Design
211 North 14th Street
Lincoln, NE 68508

CONTRACT NO: 3

See below for response time to
avoid schedule/cost implications.

ATTN: Chad Vogel

DESCRIPTION OF PROPOSAL

- Revision #01 - Per EB #3 RFI #3, ceilings were added in vestibules 103, 108, 121, and both ends of vestibule 123. This required the walls be extended on top of the masonry to terminate the ceilings above the arched windows at 15'-6". The extensions occurred in 103, 108, 121, and the east end of 123. Attached are costs for the framing and drywall work as well as additional painting.

Item	Description	Net Amount
00001	Midwest Partitions	\$3,564.00
00002	Kucera	\$780.00
00003	General Conditions	\$304.00
00004	Overhead @ 5%	\$232.00
00005	Profit @ 5%	\$244.00
00006	Bond @ 1%	\$51.00
Total:		\$5,175.00

APPROVAL: By approval of authorized parties below, Sampson Construction is authorized to proceed with this work and the cost listed above will be incorporated into a Change Order.

By: Craig Gies

Craig Gies

Date: 7/13/2010

By: Joseph McDermott

Joseph McDermott

Date: 7-19-10

By: Chad Vogel

Chad Vogel

Date: 7-16-10

By: Tam Allan

Tam Allan

Date: _____

CHANGE ORDER REQUEST WORKSHEET

Project Name:	State Fair Park - EB #3	RFI #	8
Job #	9028	RFP #	
		ASI #	
Title	EB #3 - RFI #8 Wall Extensions	Other	
Description of Change			

Sampson Labor/Material/Equipment			
Description		Value	
Labor			
Equipment			
Small Tools			
Supervision			
General Conditions		\$304	
Subtotal Sampson		\$304	
Subcontractors/Suppliers			
Name	Scope/Description	Value	Sales Tax?
Midwest Partitions		\$3,564	
Kucera		\$780	
Subtotal Subcontractors/Suppliers		\$4,344	
	Subtotal	\$	4,648
	Overhead	5% \$	232
	Profit	5% \$	244
	Subtotal	\$	5,124
	Bond	1.00% \$	51
	Total Change Order Request	\$	5,176

Requested additional days to contract _____ days

Contingency Fund Adjustment Y / N

Reviewed by: _____ Date: _____

PROPOSAL

Page No. _____ of _____ pages

MIDWEST PARTITIONS, INC.

Commercial Drywall Contractor
P.O. Box 327
THEDFORD, NEBRASKA 69166
(308) 645-2653
FAX (308) 645-2651

PROPOSAL SUBMITTED TO SAMPSON CONSTRUCTION CO.		PHONE 308-865-1374	DATE JULY 13, 2010
STREET 119 CENTRAL AVE.		JOB NAME STATE FAIR PARK	
CITY, STATE and ZIP CODE KEARNEY, NE		JOB LOCATION GRAND ISLAND, NE	
ARCHITECT	DATE OF PLANS	JOB PHONE	

We hereby submit specifications and estimates for:

EB3 REI 3**COR 22****WALL ABOVE BLOCK 150'**

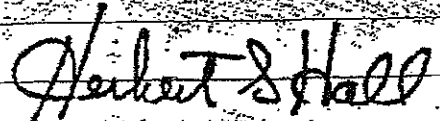
ITEM	MATERIAL	LABOR	TOTAL
Framing	+ 450.00	+ 550.00	+ 1,000.00
Drywall	+ 540.00	+ 820.00	+ 1,360.00
Tape & Finish	+ 30.00	+ 850.00	+ 880.00
			+ 3,240.00
	10% O.H. & P		+ 324.00
			+ 3,564.00

We Propose hereby to furnish material and labor — complete in accordance with above specifications, for the sum of:

dollars (\$ _____).

Payment to be made as follows:

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized
SignatureNote: This proposal may be
withdrawn by us if not accepted within _____ days.

Acceptance of Proposal — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: _____

Signature _____

Signature _____

Exhibit A to Escrow Agreement
(FORM OF PAYMENT REQUEST)

Payment Request No. 028

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>
City of Grand Island	100 E 1 st St, PO Box 1968 Grand Island, NE 68802-1968	\$2,042.47	Electrical and water usage for 7/19/2010 through 8/17/2010

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;

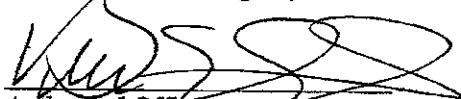
(b) an insurance certificate showing coverages as required by the Lease if such insurance certificate has not been previously provided by Lessee to the Lessor.

LESSEE:

THE CITY OF GRAND
ISLAND, NEBRASKA

By: Mary Jo Brown
Title: Finance Director
Date: 8/20/10

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)

CITY OF GRAND ISLAND

Utilities Department 100 E 1st St, PO Box 1968
Grand Island NE 68802-1968 (308) 385-5480
www.grand-island.com

ACCOUNT NUMBER: 086-45000-4

BILLING DATE: 8/26/2010

SERVICE ADDRESS:
525 E FONNER PARK RD

AMOUNT DUE

2,042.47

PAYMENT DUE BY 9/17/2010

STATE FAIR PARK EXHIBITION BLDG # 3
CITY OF GRAND ISLAND / PARKS
PO BOX 1968
GRAND ISLAND NE 68802

P O BOX 1968
GRAND ISLAND NE 68802-1968

AMOUNT PAID _____

PLEASE DETACH AND RETURN TOP PORTION WITH YOUR PAYMENT

CITY OF GRAND ISLAND UTILITIES DEPARTMENT 100 E 1st ST, PO BOX 1968
GRAND ISLAND NE 68802-1968 (308) 385-5480 www.grand-island.com

ELECTRIC BILLING:

PRESENT	PREVIOUS	CONSUMPTION
34,080	10,400	23,680

ENERGY CHARGE 1,609.84
POWER ADJ. .01212 /KWH 287.00

WATER/SEWER BILLING:

PRESENT	PREVIOUS	CONSUMPTION
91	30	61

WATER CHARGE 48.59
FEDERAL CLEAN WATER ACT .35

SEWER CHARGE 96.69

CURRENT CHARGES 2,042.47

ACCOUNT NUMBER: 086-45000-4
STATE FAIR PARK EXHIBITION BLDG # 3
CITY OF GRAND ISLAND / PARKS
525 E FONNER PARK RD
PO BOX 1968
GRAND ISLAND NE 68802

BILLING DATE: 8/26/2010
LAST READ DATE: 8/17/2010
PRIOR READ DATE: 7/19/2010
DAYS IN BILLING CYCLE: 29
ENERGY COST PER DAY: 65.41
TOTAL UTILITY COST PER DAY: 70.43
LAST PAYMENT DATE: 8/20/2010
LAST PAYMENT AMOUNT: 852.78

If you pay by check, we may process as an electronic fund transfer. You will not get your check back from your bank. Funds may be debited from your bank account the same day you pay your bill.

TOTAL AMOUNT DUE 2,042.47

Exhibit A to Escrow Agreement

(FORM OF PAYMENT REQUEST)

Payment Request No. 029

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 South 14 th Street Lincoln, NE 68502	\$390,523	Inside finish work

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 Lou Brown
Title: Finance Director
Date: 9/7/10

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)



REC'D AUG 07 2010

ARCHITECTURE
ENGINEERING
INTERIOR DESIGN

Principals:

JON P. DALTON, PE
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

OTHER LOCATIONS:

OMAHA, NEBRASKA
VERMILLION, SOUTH DAKOTA

www.davisdesign.com

August 5, 2010

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.12 dated July 28, 2010.

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 \$390,523.00.

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 1387
Grand Island, NE 68802

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

CONTRACT FOR: General

PROJECT: Nebraska State Fair Park
Fonner Park - Grand Island, Nebraska
Exhibition Building 3
VIA: Chad Vogel
Davis Design, Inc.
211 North 14th Street
Lincoln, NE 68508

APPLICATION NO 12
PERIOD TO: 7/31/2010
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 \$ 629,978.00

3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 4,601,978.00

4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 4,398,915.00

5. RETAINAGE: 10% of Completed Work (Column D + E on G703) \$ 460,197.80

6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) \$ 3,938,720.20

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 3,560,400.00

8. CURRENT PAYMENT DUE \$ 378,320.20

9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 641,557.80

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$614,915.00	
Total approved this Month #5 & #6	\$15,063.00	
TOTALS	\$629,978.00	\$0.00
NET CHANGES by Change Order	\$629,978.00	

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: 7-28-10

State of: Nebraska County of: Lancaster
Subscribed and sworn to before me this 28th day of July 2010
Notary Public: *[Signature]* JULIE A. SCHEELE
My Commission expires: 5-14-2012

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 \$ 378,320.20

(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: 8-5-10

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

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

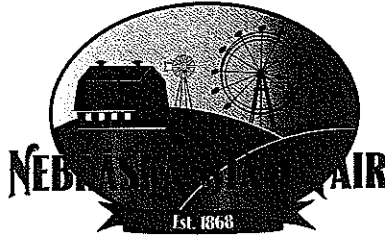
APPLICATION DATE: 7/28/2010

PERIOD TO: 7/31/2010

09028

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 DOR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD				
	EXHIBITION BUILDING #3							
1	FOUNDATIONS	220,000	220,000			220,000	100%	22,000
2	SLABS	245,000	225,000	20,000		245,000	100%	24,500
3	PRECAST	60,000	60,000			60,000	100%	6,000
4	MASONRY	380,000	380,000			380,000	100%	38,000
5	STEEL	75,000	75,000			75,000	100%	7,500
6	CARPENTRY	45,000	10,000	10,000		20,000	44%	2,000
7	SEALANTS	15,000	5,000	5,000		10,000	67%	1,000
8	HM/DOORS/HARDWARE	125,000	50,000	60,000		110,000	88%	11,000
9	ALUMINUM & GLASS	140,000	60,000	60,000		120,000	86%	12,000
10	OVERHEAD DOORS	15,000	5,000	10,000		15,000	100%	1,500
11	METAL STUDS/DRYWALL	65,000	50,000	15,000		65,000	100%	6,500
12	ACT	18,000	20,000	5,000		5,000	28%	500
13	PAINTING	52,000	20,000	20,000		40,000	77%	4,000
14	FLOOR SEALER	24,000	16,000	9,000		25,000	100%	2,500
15	SPECIALTIES	34,000	15,000	10,000		25,000	74%	2,500
16	METAL BUILDING-MATERIAL	610,000	610,000			610,000	100%	61,000
17	METAL BUILDING-INSULATION	85,000	85,000			85,000	100%	8,500
18	METAL BUILDING-ERECTION	340,000	340,000			340,000	100%	34,000
19	FIRE SPRINKLER	130,000	105,000	15,000		120,000	92%	12,000
20	HVAC	290,000	260,000	10,000		270,000	93%	27,000
21	PIPING	300,000	290,000	10,000		300,000	100%	30,000
22	ELECTRICAL	399,000	330,000	40,000		370,000	93%	37,000
23	PAYMENT & PERFORMANCE BOND	25,000	25,000			25,000	100%	2,500
24	GENERAL CONDITIONS	280,000	220,000	30,000		250,000	89%	25,000
25	CHANGE ORDER #1	342,893	310,000	32,893		342,893	100%	34,289
26	CHANGE ORDER #2	239,337	190,000	49,337		239,337	100%	23,934
27	CHANGE ORDER #3	4,313		4,313		4,313	100%	431
28	CHANGE ORDER #4	28,372	10,000	18,372		28,372	100%	2,837
29	CHANGE ORDER #5	3,666						0
30	CHANGE ORDER #6	11,397						0
	GRAND TOTALS	4,601,978	3,965,000	433,915	0	4,398,915	96%	438,063



August 20, 2010

Mary Lou Brown
100 East First Street
PO Box 1968
Grand Island, NE 68802

Dear Ms. Brown,

Enclosed you will find invoices that have been approved by Davis Design and myself. I am forwarding these on to you for your approval and payment.

Please do not hesitate to contact myself with any questions you might have regarding these invoices.

Thank you,

Joseph McDermott
Executive Director

**Reconciliation of Change Orders
State Fair Building**

Number	Davis Design	Sampson Construction	
Original Contract Sum	3,972,000.00	3,972,000.00	
	340,667.00	340,667.00	
	298.00	298.00	
	1,928.00	1,928.00	
Change Order 01	<u>342,893.00</u>	<u>342,893.00</u>	
Contract Sum as of Davis Design Invoice #13512	4,314,893.00	4,314,893.00	Architect's Certificate of Payment Dated 1/13/10
Change Order 02	239,337.00	239,337.00	
Change Order 0008	2,264.00		
Contract Sum as of Davis Design Invoice #13760	4,556,494.00	4,554,230.00	Architect's Certificate of Payment Dated 3/5/10
Change Order 0008		2,264.00	
Change Order 14	2,049.00	2,049.00	
Change Order 15	1,311.00		
Change Order 16	27,061.00		
Contract Sum as of Davis Design Invoice #14075	4,586,915.00	4,558,543.00	Architect's Certificate of Payment Dated 4/5/10
Change Order 17	3,666.00		
Change Order 15		1,311.00	
Change Order 16		27,061.00	
Contract Sum as of Davis Design Invoice #14283	4,590,581.00	4,586,915.00	Architect's Certificate of Payment Dated 7/16/10
Change Order 18	7,099.00	7,099.00	
Change Order 19	1,964.00	1,964.00	
Change Order 21	2,334.00	2,334.00	
Change Order 22R	5,175.00		
Change Order 17		3,666.00	
Contract Sum as of Davis Design Invoice #14283	4,607,153.00	4,601,978.00	Architect's Certificate of Payment Dated 8/5/10