



City of Grand Island

Tuesday, November 09, 2010

Council Session

Item J3

Approving Payment of Claims for the Period of October 27, 2010 through November 9, 2010 for the State Fair Recreation Building

The Claims for the Period of October 27, 2010 through November 9, 2010 for the State Fair Recreational Building for the following requisition:

#33 \$137,655.00

A MOTION is in order.

Staff Contact: Mary Lou Brown

Exhibit A to Escrow Agreement
(FORM OF PAYMENT REQUEST)

Payment Request No. 033

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 th St Lincoln, NE 68502	\$137,655.00	Completion of final construction

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 Berman
Title: Finance Director
Date: 10/20/10

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

Bradley T. Bell
Authorized Officer

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



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

October 8, 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.14 dated October 4, 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 \$137,655.00.

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

PAGES

PAGE ONE OF

TO OWNER: Nebraska State Fair Board
P.O. Box 1387
Grand Island, NE 68802

PROJECT: Nebraska State Fair Park
Fonner Park - Grand Island, Nebraska
Exhibition Building 3
VIA: Chad Vogel

APPLICATION NO 14

Distribution to:

☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR

PERIOD TO: 9/30/2010

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

PROJECT NOS: 09028

CONTRACT FOR: General

CONTRACT DATE: 7/10/09

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.

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.

1. ORIGINAL CONTRACT SUM \$ 3,972,000.00
2. Net change by Change Orders \$ 637,534.00
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 4,609,534.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 4,609,534.00

5. RETAINAGE:

- a. % of Completed Work (Column D + E on G703) 100,000.00
- b. % of Stored Material (Column F on G703) \$

Total Retainage (Lines 5a + 5b or

6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) \$ 100,000.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 4,371,879.00
8. CURRENT PAYMENT DUE \$ 137,655.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 100,000.00

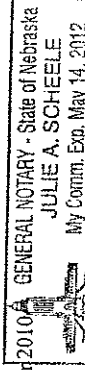
CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$629,978.00	
Total approved this Month #7	\$7,556.00	
TOTALS	\$637,534.00	\$0.00
NET CHANGES by Change Order	\$637,534.00	

CONTRACTOR: Sampson Construction Co., Inc.

By: *[Signature]*

Date: 10-4-10

State of: Nebraska County of: Lancaster
Subscribed and sworn to before me this 4th day of October 2010
Notary Public: *[Signature]*
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 \$ 137,655.00

(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: 10-8-10

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

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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:

APPLICATION DATE: 10/4/2010

PERIOD TO:

9/30/2010

09028

ARCHITECT'S PROJECT NO: ARCHITECTS PROJECT NO: 09028

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	E COMPLETED THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G + C)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
EXHIBITION BUILDING #3									
1	FOUNDATIONS	220,000	220,000			220,000	100%		
2	SLABS	245,000	245,000			245,000	100%		
3	PRECAST	60,000	60,000			60,000	100%		
4	MASONRY	380,000	380,000			380,000	100%		
5	STEEL	75,000	75,000			75,000	100%		
6	CARPENTRY	45,000	45,000			45,000	100%		
7	SEALANTS	15,000	15,000			15,000	100%		
8	HM/DOORS/HARDWARE	125,000	125,000			125,000	100%		
9	ALUMINUM & GLASS	140,000	140,000			140,000	100%		
10	OVERHEAD DOORS	15,000	15,000			15,000	100%		
11	METAL STUDS/DRYWALL	65,000	65,000			65,000	100%		
12	ACT	18,000	18,000			18,000	100%		
13	PAINTING	52,000	52,000			52,000	100%		
14	FLOOR SEALER	24,000	24,000			24,000	100%		
15	SPECIALTIES	34,000	34,000			34,000	100%		
16	METAL BUILDING-MATERIAL	610,000	610,000			610,000	100%		
17	METAL BUILDING-INSULATION	85,000	85,000			85,000	100%		
18	METAL BUILDING-ERECTION	340,000	340,000			340,000	100%		
19	FIRE SPRINKLER	130,000	130,000			130,000	100%		
20	HVAC	290,000	290,000			290,000	100%		
21	PIPING	300,000	300,000			300,000	100%		
22	ELECTRICAL	399,000	399,000			399,000	100%		
23	PAYMENT & PERFORMANCE BOND	25,000	25,000			25,000	100%		
24	GENERAL CONDITIONS	280,000	280,000			280,000	100%		
25	CHANGE ORDER #1	342,893	342,893			342,893	100%		
26	CHANGE ORDER #2	239,337	239,337			239,337	100%		
27	CHANGE ORDER #3	4,313	4,313			4,313	100%		
28	CHANGE ORDER #4	28,372	28,372			28,372	100%		
29	CHANGE ORDER #5	3,666	3,666			3,666	100%		
30	CHANGE ORDER #6	11,397	11,397			11,397	100%		
31	CHANGE ORDER #7	7,556		7,556		7,556	100%		
GRAND TOTALS		4,609,534	4,601,978	7,556		4,609,534	100%		100,000



Interchange Corporate Center
450 Plymouth Road, Suite 400
Plymouth Meeting, PA. 19462-1644
Ph. (610) 832-8240

CONSENT OF SURETY REDUCTION IN OR PARTIAL RELEASE OF RETAINAGE

To: Nebraska State Fair Board

P O Box 81223

Lincoln, NE 68501

RE: Nebraska State Fair Park Fanner Park Exhibition Building 3

Obligee: Nebraska State Fair Board

Principal:

Sampson Construction Co., Inc.

Project Number: _____

Contract For: Exhibition Building 3

Contract Date: July 10, 2009

In accordance with the provisions of the contract between the Obligee and the Principal described above, LIBERTY MUTUAL INSURANCE COMPANY, a Massachusetts stock insurance company, as surety (the "Surety"), on bond number 012-015-051 (the "Bond") of the Principal, hereby consents to the reduction in or partial release of retainage to the Principal as follows:

Reduction in Retainage from 5% to \$100,000.00

The Surety agrees that such reduction in or partial release of retainage to the Principal shall not relieve the Surety of any of its obligations to Obligee as set forth in the Bond.

IN WITNESS WHEREOF, the Surety has set its hand and seal this 29th day of September, 20 10.

LIBERTY MUTUAL INSURANCE COMPANY
(Surety)

By:

Edith Sue Stromberg
Attorney-in-Fact
Edith Sue Stromberg

(Seal)

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint **KEVIN D. MCCARVILLE, CAROL A. DORN, ROHN P. LOYD, EDITH SUE STROMBERG, ALL OF THE CITY OF LINCOLN, STATE OF NEBRASKA**

each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding **EIGHTY MILLION AND 00/100** DOLLARS (\$ **80,000,000.00**) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, Garnet W. Elliott, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 9th day of September 2009

LIBERTY MUTUAL INSURANCE COMPANY

By Garnet W. Elliott
Garnet W. Elliott, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 9th day of September, 2009, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2013
Member, Pennsylvania Association of Notaries

By Teresa Pastella
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 29th day of September, 2010.



By David M. Carey
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.