



City of Grand Island

Tuesday, January 11, 2011

Council Session

Item J3

Approving Payment of Claims for the Period of November 24, 2010 through January 11, 2011 for the State Fair Recreation Building

The Claims for the Period of November 24, 2010 through January 11, 2011 for the State Fair Recreational Building for the following requisition:

#35 \$100,826.00

#36 \$ 63,585.62

TOTAL: \$164,411.62

A MOTION is in order.

Staff Contact: Mary Lou Brown

Exhibit A to Escrow Agreement

(FORM OF PAYMENT REQUEST)

Payment Request No. 035

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 Street Lincoln, NE 68502	\$100,826.00	Final construction payment

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;

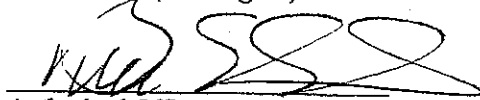
(b) an insurance certificate showing coverages as required by the Lease if such insurance certificate has not been previously provided by Lessee to the Lessor.

LESSEE:

THE CITY OF GRAND
ISLAND, NEBRASKA

By: Mary Lou Brown
Title: Finance Director
Date: 12/30/10

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)



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

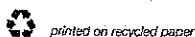
Lincoln:

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

Other Locations:

OMAHA, NEBRASKA
VERMILION, SOUTH DAKOTA

www.davisdesign.com



December 15, 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.

To the best of our knowledge, the work has progressed to the point indicated and 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 \$100,826.00. Please review the attached email noting the non completed punch list items, which have since been completed according to Sampson.

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

Vogel, Chad

From: Vogel, Chad
Sent: Tuesday, November 23, 2010 1:42 PM
To: 'jon thomas'
Subject: RE: State Fair Park - Pay Applications

I will wait until I hear back from you before processing.

Thanks,

Chad

From: jon thomas [mailto:jon@villagedevelopmentllc.com]
Sent: Tuesday, November 23, 2010 12:49 PM
To: Vogel, Chad
Subject: Re: State Fair Park - Pay Applications

I will forward this on to Tam for his attention.

Thanks

On 11/23/10 10:22 AM, "Chad Vogel" <chad.vogel@davisdesign.com> wrote:

Jon,

I wanted to check and see if you have had time to review the pay applications I previously sent you? I reviewed the punch list items, and feel that we should not pay 100% at this time. Below I have listed my items, but I won't redline the pay applications. However, I will email Joseph my comments and let him do as he wishes with that information. Please let me know if you have additional comments.

C/S/A

1. Paint Columns = \$1,600.00
2. Provide Sealant at the frost stoops = \$1,300
3. Complete tile in Social Area = \$1,100.00
4. Seal around the columns in the wash bays = \$4,000.00
5. General Carpenter (install door silencers, casework modifications, etc.) = \$1,000
6. Ceiling pads = \$400.00
7. Interior Painting = \$1,500.00
8. Upsizing the motors in the Arena as previously indicated = \$7,000.00

9. Total Cost doubled = \$36,000.00

EB-1

1. Painting = \$1,000.00

2. Total Cost Doubled = \$2,000.00

Swine Building

1. Sealant around the perimeter of the building and at Frost Stoops = \$6,500.00

2. General Labor for installing door silencers, sealing penetrations, cleaning, etc. = \$2,000.00

3. Total Cost Doubled = \$17,000.00

Total amount of money to withhold until the punch list is complete = **\$46,500.00**

EB-3

1. Loose Bollards = \$1,000.00

2. Stains on Floor in Lounge 117 = \$3,000.00 (to paint floor)

3. Seal around interior and exterior penetrations \$2,000.00

4. Total Costs Doubled = **\$12,000.00**

Please note, I have not included any costs for installing floor sealer as indicated in the drawings. This is due to the fact that Sampson claims that did not bid it, and installed "Cure and Seal." I would suggest contacting Olsson's onsite person doing the special inspections to verify that the Cure and Seal was actually installed. I would assume this would have shown up in their reports. Again, please let me know if you have anything else.

Thanks,

Chad Vogel

Construction Administrator | chad.vogel@davisdesign.com <<mailto:ron.larson@davisdesign.com>>

211 North 14th street | Lincoln, Ne. 68508

Direct: 402.476.9700 ext: 259 | Mobile: 402.440.5000

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

APPLICATION NO 15

Distribution to:

OWNER ☐ ARCHITECT ☐ CONTRACTOR ☐

PERIOD TO: 10/31/2010

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

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 \$ 638,360.00
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 4,610,360.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 4,610,360.00

5. RETAINAGE:

- a. % of Completed Work (Column D + E on G703) 0.00
- b. % of Stored Material (Column F on G703) \$
- Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ 0.00

6. TOTAL EARNED LESS RETAINAGE

- (Line 4 Less Line 5 Total) \$ 4,610,360.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 4,509,534.00
8. CURRENT PAYMENT DUE \$ 100,826.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$637,534.00	
Total approved this Month #8	\$826.00	
TOTALS	\$638,360.00	\$0.00
NET CHANGES by Change Order	\$638,360.00	

CONTRACTOR: Sampson Construction Co., Inc.

By: *[Signature]* Date: 11-5-10

State of: Nebraska County of: Lancaster

Subscribed and sworn to before me this 5th day of November 2010

Notary Public: *[Signature]*

My Commission expires: 5-14-2012

GENERAL NOTARY - State of Nebraska
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 \$ 100,826.00

(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: 12-15-10

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: 15

APPLICATION DATE: 11/5/2010

PERIOD TO: 10/31/2010

09028

NEBRASKA STATE FAIR PARK, FONNER PARK, GRAND ISLAND, NEBRASKA

NEBRASKA STATE FAIR PARK, FORTNER PARK, GRAND ISLAND, NEBRASKA											
A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE		D WORK COMPLETED THIS PERIOD 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)	
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%	
32	CHANGE ORDER #8	826		826				826		100%	

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: 15

APPLICATION DATE: 11/5/2010

PERIOD TO: 10/31/2010

09028

ARCHITECT'S PROJECT NO: 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)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD				
		4,610,360	4,609,534	826		4,610,360	100%	
	GRAND TOTALS							



CONSENT OF SURETY TO FINAL PAYMENT

To: Nebraska State Fair Board
PO Box 81223
Lincoln, NE 68501

RE: Nebraska State Fair Park Fonner Park Exhibition Building 3_____

Principal: Sampson Construction Company_____

Obligee: Nebraska State Fair Board_____

Contract Number: _____ Contract Date: July 10, 2009_____

Contract/Project Description:

Nebraska State Fair Park Fonner Park Exhibition Building 3

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 the Principal's bond number 012-015-051 (the "Bond") hereby consents to the final payment to the Principal by the Obligee and agrees that final payment 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 hereunto set its hand and seal this 5th day of November 2010.

LIBERTY MUTUAL INSURANCE COMPANY
(Surety)

By: Carol A. Dorn (Seal)
Carol A. Dorn, Attorney-in-Fact

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 7th day of April 2010.

LIBERTY MUTUAL INSURANCE COMPANY

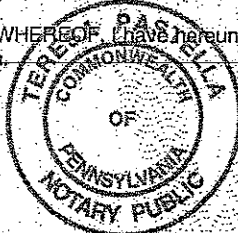


By Garnet W. Elliott
Garnet W. Elliott, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 7th day of April, 2010, 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 5th day of November, 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 4:00 pm EST on any business day.

**AIA®****Document G706™ – 1994****Contractor's Affidavit of Payment of Debts and Claims****PROJECT:** *(Name and address)*

Nebraska State Fair Park

Fonner Park

Exhibition Building #3

Grand Island, Nebraska

TO OWNER: *(Name and address)*

Nebraska State Fair Board

P.O. Box 81223

Lincoln, Nebraska

ARCHITECT'S PROJECT NUMBER:**CONTRACT FOR:** General Construction**CONTRACT DATED:** July 10, 2009**OWNER:** ☐**ARCHITECT:** ☐**CONTRACTOR:** ☐**SURETY:** ☐**OTHER:** ☐**STATE OF:** Nebraska**COUNTY OF:** Lancaster

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:**SUPPORTING DOCUMENTS ATTACHED HERETO:**

- Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose

Indicate Attachment ☒ Yes ☐ No**CONTRACTOR:** *(Name and address)*

Sampson Construction Co., Inc.

3730 S. 14th Street

Lincoln, Nebraska 68502

BY:*(Signature of authorized representative)**(Printed name and title)*

The following supporting documents should be attached hereto if required by the Owner:

- Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
- Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
- Contractor's Affidavit of Release of Liens (AIA Document G706A).

Subscribed and sworn to before me on this date: 11/5/10



GENERAL NOTARY - State of Nebraska

JULIE A. SCHEELE

My Comm. Exp. May 14, 2012

Notary Public:

My Commission Expires:

5-14-2012



AIA® Document G706A™ – 1994

Contractor's Affidavit of Release of Liens

PROJECT: <i>(Name and address)</i> Nebraska State Fair Park Fonner Park Exhibition Building #3 Grand Island, Nebraska	ARCHITECT'S PROJECT NUMBER:	OWNER: <input type="checkbox"/>
TO OWNER: <i>(Name and address)</i> Nebraska State Fair Board P.O. Box 81223 Lincoln, NE 68501	CONTRACT FOR: General Construction	ARCHITECT: <input type="checkbox"/>
	CONTRACT DATED: July 10, 2009	CONTRACTOR: <input type="checkbox"/>
		SURETY: <input type="checkbox"/>
		OTHER: <input type="checkbox"/>

STATE OF: Nebraska
COUNTY OF: Lancaster

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR: *(Name and address)*
Sampson Construction Co., Inc.
3730 S. 14th Street
Lincoln, Nebraska 68502

BY:

(Signature of authorized representative)

(Printed name and title)

Subscribed and sworn to before me on this date: 11/5/10

Notary Public: *Julie A. Scheele*
My Commission Expires: 5-14-2012

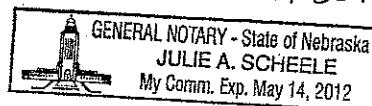


Exhibit A to Escrow Agreement
(FORM OF PAYMENT REQUEST)

Payment Request No. 036

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>
Nebraska State Fair Board	1043 So. Locust St. Grand Island, NE 68801	\$63,585.62	Reimbursement related to Brandt Excavating 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;

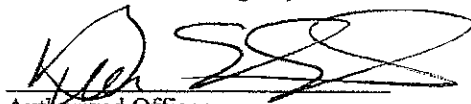
(b) an insurance certificate showing coverages as required by the Lease if such insurance certificate has not been previously provided by Lessee to the Lessor.

LESSEE:

THE CITY OF GRAND
ISLAND, NEBRASKA

By: Mary Jane Brown
Title: Finance Director
Date: 12/30/10

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)

**State Fair Building
Log of Payments**

Payment Request No.	Paid To	Type of Expense	Amount Paid
005	Sampson Construction Co., Inc.	Application and certification for payment number 1	22,500.00
005	Davis Design	Current fee billing	3,528.80
006	Sampson Construction Co., Inc.	Application and certification for payment number 2	117,000.00
006	Davis Design	Current fee billing	3,105.61
007	Davis Design	Current fee billing	2,826.62
008	Sampson Construction Co., Inc.	Primarily foundation, masonry and building material	715,500.00
009	Sampson Construction Co., Inc.	Materials, erection, HVAC, piping and electrical	540,000.00
010	Davis Design	Construction administration	30,436.21
011	Sampson Construction Co., Inc.	Primarily metal building material, insulation, erection	427,500.00
012	Sampson Construction Co., Inc.	Building erection, masonry and general	234,000.00
013	Davis Design	Construction administration	3,230.68
014	Davis Design	Electrical, masonry and other	189,000.00
015	Davis Design	Construction administration	3,474.99
016	Sampson Construction Co., Inc.	Primarily fire sprinkler, piping and electrical	252,000.00
017	Davis Design	Construction administration	3,367.12
017	City of Grand Island	Bid affidavit in The Grand Island Independent for installation of new turf and sythetic court flooring	65.27
018	Sampson Construction Co., Inc.	Primarily masonry and HVAC	306,000.00
019	Davis Design	Construction administration	4,677.04
020	City of Grand Island	Annual charge for private fire protection	100.51
021	Sampson Construction Co., Inc.	Primarily slabs, HVAC and change orders	360,000.00
022	Davis Design	Construction administration	2,666.47
023	City of Grand Island	Electrical usage and service charge for 5/14 - 6/15	117.05
024	City of Grand Island	Electrical usage and service charge for 6/15 - 7/19/2010	852.78
025	Davis Design	Construction administration	2,797.05
026	Sampson Construction Co., Inc.	Primarily slabs, HVAC and change orders	396,900.00
027	Davis Design	Construction administration	2,394.71
028	City of Grand Island	Electrical usage and service charge for 7/19 - 8/17/2010	2,042.47

**State Fair Building
Log of Payments**

Payment Request No.	Paid To	Type of Expense	Amount Paid
029	Sampson Construction Co., Inc.	Inside finish work	390,523.00
030	Sampson Construction Co., Inc.	Inside finish work	420,956.00
031	Midwest Floor Covering, Inc.	Set 14 RH moisture tests in the concrete floor and retrieve readings	1,050.00
032	All Sports Enterprises, Inc.	Installation of artificial turf	211,030.00
033	Sampson Construction Co., Inc.	Completion of final construction	137,655.00
034	Midwest Floor Covering, Inc.	Materials delivered to site	48,291.00
035	Sampson Construction Co., Inc.	Final payment	100,826.00
036	State Fair Board	Overexcavate, fill, grade, backfill performed by Brandt Excavating	63,585.62

Total

5,000,000.00

Mary Lou Brown

From: Joseph McDermott [jmcdermott@statefair.org]
Sent: Monday, December 13, 2010 11:27 AM
To: Mary Lou Brown
Cc: Tam Allan (tra@navix.net); Sallie Atkins
Attachments: 01 - EB3 Excavation Invoice NSF.pdf

Mary Lou,

Attached please find an invoice from Brandt Excavating for the work that was done in developing the building pad at Fonner Park for the EB3 building, otherwise known as the city owned building. At the time the work was done (June 2009), the process had not been set up to submit bills to the city, therefore the State Fair Board paid for the work.

I am requesting you reimburse the Nebraska State Fair Board with funds available from the Wells Fargo loan. From the information you provided, there is in excess of \$42,000 left to draw on the loan with no outstanding invoices or further expenditures necessary with the exception of the cover for the floor, which the State Fair Board has agreed to provide prior to the 2011 Fair.

Please let me know when we can expect payment.

Thanks.

Joseph McDermott
Executive Director
Nebraska State Fair
Phone (308) 382-1685
Fax (308) 384-1555

12/15/2010

BRANDT EXCAVATING

December 8, 2010

Nebraska State Fair

Line No.	Description	Quantity	Unit	Unit Price	Amount
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EB3 Building – Nebraska State Fair

- | | | | | | |
|---|--|--|--|--|--|
| 1 | Overexcavate and fill to subgrade elevations | | | | |
| 2 | Grade and backfill curbs and green areas | | | | |

Billing

~~\$ 96,320.00~~

*Amount remaining in escrow
account*

\$ 63,585.62

Mary Lou Brown

From: Joseph McDermott [jmcdermott@statefair.org]
Sent: Wednesday, December 22, 2010 1:42 PM
To: Mary Lou Brown
Subject: FW: Emailing: EB3 Billing.pdf

Attachments: EB3 Billing.pdf; Brandt pay app 2.pdf



EB3 Billing.pdf (113 KB)



Brandt pay app 2.pdf (2 MB)

Mary Lou,

I am forwarding you the response from Angie at Brandt Construction in regards to the Brandt invoice I submitted to you a couple of weeks ago. Angie has highlighted on the bill the areas where the work was performed and we were billed.

I have also attached the invoice we received from Brandt by way of Olsson Associates and a copy of the check for payment of the invoice.

I will also be forwarding you the final pay application from Sampson. Once you pay the \$100,826 in this pay app and reimburse the State Fair Board for the Brandt invoice, it appears though the entire \$5 million LOC will have been drawn upon. The State Fair Board will be responsible for the additional \$6,000 identified in the pay app and the floor covering next year.

Please let me know if you have any questions.

Thanks.

-----Original Message-----

From: Angie Miller [mailto:angie@brandtexcavating.com]
Sent: Monday, December 20, 2010 9:04 AM
To: Joseph McDermott
Subject: Emailing: EB3 Billing.pdf

Joseph,

This should be what you are looking for. Let me know if you need anything else.

Angie Miller
Brandt Excavating
402-474-4113

The message is ready to be sent with the following file or link attachments:

EB3 Billing.pdf

Note: To protect against computer viruses, e-mail programs may prevent sending or receiving certain types of file attachments. Check your e-mail security settings to determine how attachments are handled.

BRANDT EXCAVATING

To: Nebraska State Fair

Billing for EB3 Included in Pay Request 2, dated August 31, 2009

A	Stripping	3,460 cy @ 2.03	7,023.80
C	Off Site Borrow	10,990 cy @ 6.67	73,303.30
E	Overexcavation	6,600 cy @ 2.00	13,200.00
F	Silt Fence	930 lf @ 2.89	<u>2,687.70</u>
			\$ 96,214.80

BRANDT EXCAVATING

PAY REQUEST SUMMARY FORM

ESTIMATE NO# 2 (REVISED)

PROJECT NEBRASKA STATE FAIR

DATE:	AUGUST 31, 2009	PROJECT NUMBER:	09.638
WEEK ENDING:	AUGUST 28, 2009	PROJECT MANAGER:	DARREN HELLBUSCH
PAY REQUEST NOTES:	DELIVERED TO BRANDT	PROJECT BILLING TO:	BRANDT EXCAVATING

ITEM	COST CODE	DESCRIPTION	BID QTY	UNIT	UNIT PRICE	TOTAL AMOUNT	QTY. THIS EST.	AMOUNT THIS EST.	QTY. TO DATE	AMOUNT PAID TO DATE
A		STRIPPING SITE	30,000	CY	\$ 2.03	\$ 60,900.00	14,000 CY	\$ 28,420.00	9,000 CY	\$ 18,270.00
B		CLEARING & GRUBBING	1	LS	\$ 22,500.00	\$ 22,500.00	0%	\$ -	100%	\$ 22,500.00
C		OFF SITE BORROW	68,600	CY	\$ 6.67	\$ 457,562.00	45,000 CY	\$ 300,150.00	22,000 CY	\$ 146,740.00
D		EXCAVATION	20,150	CY	\$ 2.30	\$ 46,345.00	15,000 CY	\$ 34,500.00	4,000 CY	\$ 9,200.00
E		OVER-EXCAVATION	39,400	CY	\$ 2.00	\$ 78,800.00	15,000 CY	\$ 30,000.00	21,000 CY	\$ 42,000.00
F		SILT FENCE	2,830	LF	\$ 2.89	\$ 8,178.70	1930 LF	\$ 5,577.70	900 LF	\$ 2,601.00
G		CONSTRUCTION ENTRANCE	1	EA	\$ 4,510.00	\$ 4,510.00	0 EA	\$ -	1 EA	\$ 4,510.00
H		SILT FENCE INLET	2	EA	\$ 350.00	\$ 700.00	0%	\$ -	100%	\$ 700.00
I		STRAW BALE CHECKS	47	EA	\$ 355.00	\$ 16,685.00	0 EA	\$ -	0 EA	\$ -
J		SEEDING & MULCHING	6.5	AC	\$ 1,020.00	\$ 6,630.00	0 AC	\$ -	0 AC	\$ -
K		REMOVE CONCRETE	1,000	SF	\$ 0.60	\$ 600.00	0%	\$ -	100%	\$ 600.00
L		REMOVE / SALVAGE FENCE	3,100	LF	\$ 1.15	\$ 3,565.00	0 LF	\$ -	3,100 LF	\$ 3,565.00
M		REMOVE / RELOCATE TREES	31	EA	\$ 375.00	\$ 11,625.00	0 EA	\$ -	16 EA	\$ 6,000.00
CO #1		ORIGINAL CONTRACT	1283 CY	CY	\$ 2.30	\$ 2,950.90	0 CY	\$ -	1,283 CY	\$ 2,950.90
CO#2		EXCAVATION UNSUITABLE								
		REVISED CONTRACT #1				\$ 721,551.60				
		OFF SITE BORROW	10,100	CY	\$ 6.67	\$ 67,367.00				
		EXCAVATION	12,250	CY	\$ 2.30	\$ 28,175.00				
		OVER-EXCAVATION	4,000	CY	\$ 2.00	\$ 8,000.00				
		CONSTRUCTION ENTRANCE	1	EA	\$ 4,510.00	\$ 4,510.00	1 EA	\$ 4,510.00		
		STRAW BALE CHECKS	(5)	EA	\$ 355.00	\$ (1,775.00)				
		REVISED CONTRACT #2				\$ 827,828.60				
SUBTOTAL						\$ 403,157.70				\$ 259,636.90
RETAINAGE						\$ (40,315.77)				\$ (25,963.69)
GRAND TOTAL						\$ 362,841.93				\$ 233,673.21

ADDRESS TO: OLSSON ASSOCIATES
P.O. BOX 84608
LINCOLN, NE 68501-4608
ATTN: TIM GERGEN

BRANDT EXCAVATING

PAY REQUEST SUMMARY FORM

ESTIMATE NO# 2 (REVISED)

PROJECT NEBRASKA STATE FAIR

DATE:	AUGUST 31, 2009	PROJECT NUMBER:	09.638
WEEK ENDING:	AUGUST 28, 2009	PROJECT MANAGER:	DARREN HELLBUSCH
PAY REQUEST NOTES:	DELIVERED TO BRANDT	PROJECT BILLING TO:	BRANDT EXCAVATING

ITEM CODE	DESCRIPTION	BID QTY	UNIT	UNIT PRICE	TOTAL AMOUNT	QTY THIS EST.	AMOUNT THIS EST.	QTY TO DATE	AMOUNT PAID TO DATE
A	SHIPPING AND DELIVERY	1	LS	\$ 22,500.00	\$ 22,500.00	0%	\$ -	9,000 CY	\$ 18,270.00
B	CLEARING & GRUBBING	1	LS	\$ 22,500.00	\$ 22,500.00	0%	\$ -	100%	\$ 22,500.00
C	EXCAVATION	20,150	CY	\$ 2,30	\$ 46,345.00	15,000 CY	\$ 34,500.00	4,000 CY	\$ 9,200.00
D	CONSTRUCTION ENTRANCE	1	EA	\$ 4,510.00	\$ 4,510.00	1 EA	\$ 4,510.00	1 EA	\$ 4,510.00
E	SILT FENCE INLET	2	EA	\$ 350.00	\$ 700.00	0%	\$ -	100%	\$ 700.00
F	STRAW BALE CHECKS	47	EA	\$ 355.00	\$ 16,685.00	0 EA	\$ -	0 EA	\$ -
G	SEEDING & MULCHING	6.5	AC	\$ 1,020.00	\$ 6,630.00	0 AC	\$ -	0 AC	\$ -
H	REMOVE CONCRETE	1,000	SF	\$ 0.60	\$ 600.00	0%	\$ -	100%	\$ 600.00
I	REMOVE / SALVAGE FENCE	3,100	LF	\$ 1.15	\$ 3,565.00	0 LF	\$ -	3,100 LF	\$ 3,565.00
J	REMOVE / RELOCATE TREES	31	EA	\$ 375.00	\$ 11,625.00	0 EA	\$ -	16 EA	\$ 6,000.00
90.12	EXCAVATION UNSUITABLE (SAME AS EXCAVATION PRICE)	1	CY	\$ 2,30	\$ 2,300.00	0 CY	\$ -	1,283 CY	\$ 2,950.90
CONTRACT TOTAL:					\$ 718,600.70				
SUBTOTAL					\$ 403,157.70				\$ 259,636.90
RETAINAGE					\$ (40,315.77)				\$ (25,963.69)
GRAND TOTAL					\$ 362,841.93				\$ 233,673.21

ADDRESS TO: OLSSON ASSOCIATES
P.O. BOX 84608
LINCOLN, NE 68501-4608
ATTN: TIM GERGEN



9/25

CERTIFICATE OF PAYMENT NO. 2

1111 Lincoln Mall, Lincoln, Nebraska 68508

Date of Issuance: September 24, 2009

Project: Nebraska State Fair Park and Fonner Park – Mass Grading

Project No. 008-1564

Contractor: Brandt Excavating, 404 Hill Street, PO Box 23014, Lincoln, NE 68542

DETAILED ESTIMATE		
Description	Unit Prices	Extension
See Attached CO#1 – Core out and placed unsuitable material outside limits of building pad. Core out was within limits of cattle/sheep/arena. CO#2 – Additional work for the State Fair Admin Building.		
PLEASE REMIT PAYMENT TO: BRANDT EXCAVATING		

Value of Work Completed: \$662,794.60

Original Contract Cost:	\$718,600.70
Approved Change Orders:	
No. 1 – Excavation of Unsuitable materials	\$2,950.00
No. 2 – Additional work for Admin Bldg	\$106,277.00
Total Contract Cost:	\$827,827.70

Value of completed work and materials stored.....	\$662,794.60
Less retained percentage (10 %)	\$ 66,279.46
Net amount due including this estimate	\$596,515.14
Less: Estimates previously approved:	

No. 1	\$233,673.21
No. 2	\$
No. 3	\$
No. 4	\$
No. 5	\$
No. 6	\$

Total Previous Estimates	\$233,673.21
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NET AMOUNT DUE THIS ESTIMATE	\$362,841.93
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The undersigned hereby certifies that the work done and materials delivered have been checked as to quantity and conformance with the plans and specifications and the Contractor, in accordance with the contract, is entitled to payment as indicated above.

cc: Nebraska State Fair Board
Brandt Excavating
Project File

OLSSON ASSOCIATES

By



Nebraska State Fair P.O. Box 81223/Lincoln, NE 68501

046615

INVOICE NUMBER	INVOICE DATE	DESCRIPTION	GROSS AMOUNT	DISCOUNT	NET AMOUNT
	10/01/09	PROJECT NO. 008-1564	\$362,841.93		
CHECK NUMBER 46615			TOTALS		\$362,841.93

PLEASE DETACH THIS PORTION BEFORE DEPOSITING



Nebraska State Fair

P.O. Box 81223 / Lincoln, NE 68501
Nebraska State Board of Agriculture 402-474-5371

Pinnacle Bank
Lincoln, Nebraska 68507

76-1391
1049

046615

DATE 10/01/09 CHECK # 46615

THREE HUNDRED SIXTY TWO THOUSAND EIGHT HUNDRED FORTY ONE DOLLARS AND 93/100

CHECK AMOUNT

\$362,841.93

TO THE
ORDER
OF

BRANDT EXCAVATING
404 HILL STREET
PO BOX 23014
LINCOLN, NE 68542

Joseph X McDevitt
AUTHORIZED SIGNATURE

⑈046615⑈ ⑆104913912⑆ 244⑈042⑈