

# MEETING NOTICE

LANCASTER COUNTY CORRECTIONAL FACILITY JOINT PUBLIC AGENCY

TUESDAY, NOVEMBER 27, 2012

COUNTY-CITY BUILDING, ROOM 112

555 SOUTH 10<sup>th</sup> Street

9:00 A.M.

## AGENDA

*Location Announcement of Nebraska Open Meetings Act: A copy of the Nebraska Open Meetings Act is located on the wall at the rear of the Hearing Room.*

1. **APPROVAL OF MINUTES** – October 30, 2012
2. **APPROVAL OF CLAIMS** – processed through November 20, 2012
3. **PUBLIC COMMENT**
4. **SETTING OF NEXT MEETING** – December 18, 2012
5. **ADJOURNMENT**

**MINUTES**  
**LANCASTER COUNTY CORRECTIONAL FACILITY JOINT PUBLIC AGENCY (JPA)**  
**COUNTY-CITY BUILDING, ROOM 112**  
**555 SOUTH 10<sup>TH</sup> STREET**  
**TUESDAY, OCTOBER 30, 2012**  
**9:00 A.M.**

Present: Deb Schorr, Chair; Adam Hornung, Vice Chair; and Larry Hudkins

Absent: Chris Beutler

Others Present: Dennis Meyer, County Budget & Fiscal Officer; Mike Thurber, Corrections Director; Cori Beattie, Deputy County Clerk; and Ann Taylor, County Clerk's Office

The Chair called the meeting to order at 9:11 a.m.

The location announcement of the Nebraska Open Meetings Act was given.

**AGENDA ITEM**

**1 APPROVAL OF MINUTES OF SEPTEMBER 25, 2012 MEETING**

**MOTION:** Hornung moved and Hudkins seconded approval of the minutes of the September 25, 2012 meeting. Hornung, Hudkins and Schorr voted aye. Beutler was absent from voting. Motion carried 3-0.

**2 APPROVAL OF CLAIMS PROCESSED THROUGH OCTOBER 23, 2012**

Dennis Meyer, County Budget and Fiscal Officer, presented claims totaling \$392,131.25 from Wells Fargo for bank fees, Sampson Construction Company, the Construction Manager at-Risk, and The Clark Enersen Partners, architect for the project. It was noted that payments to the Construction Manager at-Risk and architect are 95% complete.

Hudkins inquired about payments to the District Energy Corporation (DEC) which is providing heating and cooling for the new Lancaster County Adult Detention Facility (LCADF). Mike Thurber, Corrections Director, said the County is now paying the demand charge and amortization for the DEC bond. He said the County will begin paying the energy bills when there is substantial completion of the facility.

**MOTION:** Hudkins moved and Hornung seconded approval of the claims. Hornung, Hudkins and Schorr voted aye. Beutler was absent from voting. Motion carried 3-0.

### 3 PUBLIC COMMENT

Thurber said Sampson Construction will ask the JPA at next month's meeting to begin to pay retainage (a portion of the agreed upon contract price deliberately withheld until the work is substantially complete to assure that the contractor or subcontractor will satisfy its obligations and complete a construction project) to the subcontractors who have completed their work. **NOTE:** Approximately \$3,000,000 is held in retainage. He said warranties will not start until there is substantial completion. He said Clark Enersen and PSA-Dewberry (consultant) have prepared a punch list (a list of minor tasks to be completed at the end of a project) and the work will be reviewed before the facility is turned over to the County. Hudkins requested that an itemized list of the retainage items be provided to the JPA at least five days prior to the meeting.

### 4 SETTING OF NEXT MEETING

The next meeting was scheduled for 9:00 a.m. on Tuesday, November 27, 2012.

### 5 ADJOURNMENT

**MOTION:** Hornung moved and Hudkins seconded to adjourn the meeting at 9:20 a.m. Hudkins, Hornung and Schorr voted aye. Beutler was absent from voting. Motion carried 3-0.

*Coir. Beattie for*  
Dan Nolte  
Lancaster County Clerk



Lancaster County Correctional Facility Joint Public Agency  
List of Claims through November 20, 2012

<u>Item Number</u>	<u>Payee</u>	<u>Invoice</u>	<u>Amount</u>	<u>Description</u>
<b>Bond Proceeds -</b>				
1	Wells Fargo	412-1853584 1012	30.88	Bank Fees - October 2012
2	Sampson Constuction Co., Inc.	40	229,491.00	October 2012 Services - see attached invoice
3	Sampson Constuction Co., Inc.	41 Retainage	1,551,004.00	Retainage - see attached invoice
4	The Clark Enersen Partners	C-08-0055 #57	1,356.88	Additional CA - 96% complete Additional CA Meetings - 96% complete
5	Becker Construction, Inc.	Warehouse #1	<u>105,279.00</u>	Warehouse - see attached invoice
	TOTAL		<u><u>1,887,161.76</u></u>	
<b>Property Tax Collections -</b>				
1	Wells Fargo	LANC209JPACF 1112	<u><u>3,706,840.00</u></u>	Principal and Interest Payment

CLIENT ANALYSIS STATEMENT



ACCOUNT SUMMARY

0182 0086 0002656 00.0  
OCTOBER 2012

WELLS FARGO BANK, N.A.  
PO BOX 63020  
SAN FRANCISCO, CA 94163

Officer:  
Phone No.:

BALTERS, MONICA L  
402-434-4241

LANCASTER COUNTY TREASURER  
JPA CONSTRUCTION  
555 S 10TH ST  
LINCOLN, NE 68508-2803

SERVICE DETAIL

<u>Svc Code</u>	<u>AFP Code</u>	<u>Service Description</u>	<u>Unit Price</u>	<u>Volume</u>	<u>Service Charges</u>
IAMIB	00 0230	DEP INSURANCE ASSESSMENT MTHLY IB <b>BALANCE &amp; COMPENSATION INFORMATION</b>	0.12750	75.94	9.68 <b>9.68</b>
22051	01 0000	ACCOUNT MAINTENANCE-CHEXSTOR	5.00000	1.00	5.00
CK192	01 0499	CLIENT ANALYSIS INVOICE <b>GENERAL ACCOUNT SERVICES</b>	0.00000	1.00	0.00 5.00
22202	15 0100	DDA CHECKS PAID <b>PAPER DISBURSEMENT SERVICES</b>	0.05000	2.00	0.10 0.10
CK018	25 0201	ELECTRONIC CREDITS POSTED <b>GENERAL ACH SERVICES</b>	0.05000	2.00	0.10 0.10
ES030	35 0300	WIRE IN DOMESTIC <b>WIRE &amp; OTHER FUNDS TRANSFER SERVICE</b>	8.00000	2.00	16.00 16.00
<b>Total Analyzed Charges</b>					<b>30.88</b>
<b>Total Fee Based Charges</b>					<b>0.00</b>
<b>Total Service Charges</b>					<b>30.88</b>

# APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF PAGES

TO OWNER: The County of Lancaster, NE  
555 South 10th Street  
Lincoln, NE 68508

PROJECT: Lancaster County Detention Facility  
West O Street & Southwest 40th Street

APPLICATION NO: 40

Distribution to:

OWNER  
 CONTRACTOR

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

VIA: Angie Koziol, Business Manager  
Lancaster County Dept. of Corrections  
605 South 10th Street  
Lincoln, NE 68508

PERIOD TO: 10/31/2012

PROJECT NOS: 08041

CONTRACT FOR: General

CONTRACT DATE: 5/13/2008

## 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	\$	59,900,000.00
2. Net change by Change Orders	\$	642,910.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	60,542,910.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	57,864,815.00 ✓
5. RETAINAGE:		
a. 5 % of Contract Sum (Column D + E on G703)		3,008,791.00
b. % of Stored Material (Column F on G703)	\$	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	3,008,791.00 ✓
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	54,856,024.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	54,626,533.00
8. CURRENT PAYMENT DUE	\$	229,491.00 ✓
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	5,686,886.00 ✓

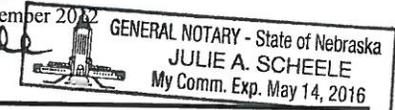
CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$642,910.00	
Total approved this Month		
TOTALS	\$642,910.00	\$0.00
NET CHANGES by Change Order	\$642,910.00	

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: 11-5-12

State of: Nebraska County of: Lancaster  
Subscribed and sworn to before me this 5th day of November 2012  
Notary Public: [Signature]  
My Commission expires: 5-14-2016



## OWNER APPROVAL

APPROVED AMOUNT ..... \$ 229,491.00

OWNER: Lancaster County Corrections

By: [Signature] Date: 11.16.12

This Certificate is not negotiable. The APPROVED AMOUNT 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.

APPLICATION NO: 40

In tabulations below, amounts are stated to the nearest dollar.

APPLICATION DATE: 11/5/2012

Use Column I on Contracts where variable retainage for line items may apply.

PERIOD TO: 10/31/2012

ARCHITECT'S PROJECT NO: 09041

## LANCASTER COUNTY DETENTION FACILITY

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE THRU CHANGE ORDER #1	D E WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
1	3A-Augered CIP Piles (Longfellow Foundations)	462,382	461,903			461,903	100%		
2	3B-Found./Poured Walls/CIP Retain Walls (Stephens & Smith)	1,497,000	1,495,521			1,495,521	100%	479	23,119
3	Temporary Heat for Construction	68,678	4,320			4,320	6%	1,479	74,850
4	3B-Interior Slabs (Sampson Construction)	1,061,354	1,061,354			1,061,354	100%	64,358	3,434
5	3C-Precast Struct. Conc/Steel Erection (Concrete Industries)	7,363,140	7,363,140			7,363,140	100%		53,068
6	Electrical Devices in Precast Panels	124,500	124,500			124,500	100%		368,157
7	4A-Masonry (Midwest Masonry)	2,982,235	2,982,235			2,982,235	100%		6,225
8	5A-Steel Materials (Steel Fabricators)	442,065	442,065			442,065	100%		149,112
9	6A-Rough Carpentry (Mark Sass)	119,289	119,289			119,289	100%		22,103
10	Rough Carpentry (Sampson Const.)	1,521		1,521		1,521	100%		5,964
11	6B-Finish Carpentry (Sampson Construction)	942,279	936,811	5,468		942,279	100%		76
12	7A-Joint Sealants (McGill Brothers)	415,247	382,700	20,000		402,700	97%		47,114
13	Security Joint Sealant Coordination	58,273						12,547	20,762
14	7B-Waterproofing and Subdrainage	152,040	152,040			152,040	100%	58,273	2,914
15	7C-Fireproofing and Firestopping	78,000	16,472			16,472	21%		7,602
16	7D-Metal Wall Panels/Sheet Metal Flashings & Trim (SGH)	350,811	350,811			350,811	100%	61,528	3,900
17	7E-Roofing/Sheet Metal Flashings & Trim (Sprague Roofing)	1,330,564	1,330,129			1,330,129	100%		17,541
18	7F-Spray on Foam Insulation (Liquid Foam Insulation)	8,841	8,841			8,841	100%	435	66,528
19	8A-Doors and Hardware (DH Pace Company)	566,716	566,716			566,716	100%		442
20	8B-Overhead Doors & Loading Dock Equip. (Raynor Doors)	196,934	193,363			193,363	98%		28,336
21	8C-Aluminum and Glass (City Glass)	913,201	754,838			754,838	83%	3,571	9,847
22	8D-Skylights & Translucent Panel Roof System (SGH)	353,098	353,098			353,098	100%	158,363	45,660
23	9A-Metal Framing/Drywall/Sheath/Firestop (E & K of Omaha)	1,731,034	1,731,034			1,731,034	100%		17,655
24	9B-Hardcoat Exterior Finish System (Paul L. Kess)	46,543	31,892			31,892	69%	14,651	86,552
25	9C-Ceilings (T-C Ceilings)	415,348	415,348			415,348	100%		2,327
26	9D-Tile (Great Plains Stone & Tile)	65,302	64,513	789		65,302	100%		20,767
27	9E-Flooring (Floors Inc.)	427,227	413,918	9,072		422,990	99%		3,265
28	Allowance for Attic Stock for Finish Materials	37,500						4,237	21,361
29	9F-Resinous Flooring (Surface Sealers)	285,798	284,958			284,958	100%	37,500	1,875
30	9G-Painting/Staining (Gene Phillips)	262,248	262,248			262,248	100%	840	14,290
31	Parking Lot Striping (Bestco)	250							13,112
32	9H-Painting/High Perf. Coatings & Epoxy (Surface Sealers)	1,088,767	1,088,467			1,088,467	100%	250	13
33	Post Punchlist Finish Corrections Allowance	46,250						300	54,438
34	10A-Signage (ASI Modulex)	46,850	40,032			40,032	85%	46,250	2,313
35	10B-Operable Partitions (SGH)	24,213	24,213			24,213	100%	6,818	2,343
									1,211

# CONTINUATION SHEET

AIA DOCUMENT G703

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APPLICATION NO: 40

APPLICATION DATE: 11/5/2012

In tabulations below, amounts are stated to the nearest dollar.

PERIOD TO: 10/31/2012

Use Column I on Contracts where variable retainage for line items may apply.

ARCHITECT'S PROJECT NO: 08041

## LANCASTER COUNTY DETENTION FACILITY

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE THRU CHANGE ORDER #1	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G + C)		
36	10C-Access Flooring (Porter Trustin Carlson)	16,715	16,715			16,715	100%		836
37	Allowance for Cut Out Holes in Access Flooring	1,500		1,500		1,500	100%		75
38	11A-Detention (Chief Custom Products)	2,315,103	2,298,640	11,757		2,310,397	100%	4,706	115,755
39	11B-Property Storage System (Midwest Storage Solutions)	128,165	127,225			127,225	99%	940	6,408
40	11C-Laundry Equipment (A A Horwath)	400,730	392,400			392,400	98%	8,330	20,037
41	11D-Food Service Equipment (Paramount Restaurant)	1,604,471	1,604,471			1,604,471	100%		80,224
42	12-Roller Window Shades (Craftsman Window Covering)	37,524	37,524			37,524	100%		1,876
43	Window Shade Pockets Install	3,284	3,284			3,284	100%		164
44	13-Prefabricated Precast Concrete Cell Module (Tindall Corp.)	4,196,771	4,196,771			4,196,771	100%		209,839
45	14-Conveying Systems (Eletech)	377,032	353,511			353,511	94%	23,521	18,852
46	21-Fire Sprinkler (Nifco)	833,615	833,615			833,615	100%		41,681
47	22-Plumbing & Hydronic Piping (Midwest Mechanical)	4,680,884	4,679,950			4,679,950	100%	934	234,044
48	23-HVAC/Controls/Balancing (Falcon)	3,781,918	3,771,918			3,771,918	100%	10,000	189,096
49	16A-Electrical (Commonwealth Electric)	5,182,774	5,129,503	31,093		5,160,596	100%	22,178	259,139
50	28-Electronic Safety & Security (Accurate Controls)	2,607,506	2,381,896	44,183		2,426,079	93%	181,427	130,375
51	Special Systems (TV)	97,750	20,900			20,900	21%	76,850	4,888
52	31A-Earthwork (Shanahan Brothers)	450,756	450,756			450,756	100%		22,538
53	Site Access Roadway	384,985	356,368			356,368	93%	28,617	19,249
54	32A-Landscaping (Lanoha Nurseries)	496,418	347,022			347,022	70%	149,396	24,821
55	32B-Concrete Paving & Sidewalks (Platte Valley Precast)	1,127,574	1,094,856			1,094,856	97%	32,718	56,379
56	32C-Asphalt Paving, Curb & Gutter	25,285	1,383			1,383	5%	23,902	1,264
57	32D-Chain-link Fences and Gates (American Fence)	185,624	151,740			151,740	82%	33,884	9,281
58	33-Utilities (True Line Underground)	515,870	515,870			515,870	100%		25,794
59	Testing/Special Inspections (Olsson)	220,000	134,489			134,489	61%	85,511	11,000
60	GC-General Conditions	4,147,444	2,804,295	96,884		2,901,179	70%	1,246,265	207,372
61	Building Permit	162,801	159,514			159,514	98%	3,287	8,140
62	Builders Risk Insurance	104,574	104,574			104,574	100%		5,229
63	Bond	220,941	220,941			220,941	100%		11,047
64	Fee @ 3.25%	1,902,317	1,808,524	7,224		1,815,748	95%	86,569	95,116
65	Preconstruction Services	179,900	179,900			179,900	100%		
66	Contingency	187,181						187,181	
<b>GRAND TOTALS</b>		<b>60,542,910</b>	<b>57,635,324</b>	<b>229,491</b>		<b>57,864,815</b>	<b>96%</b>	<b>2,678,095</b>	<b>3,008,791</b>

## Lancaster County General Conditions

10/25/2012

		Budget	Monthly Cost 10-25-12	Cost to Date 10-25-12
1021	Survey	\$ 82,800	\$ -	\$ 18,854
1022	Submittal exchange	\$ 15,000	\$ -	\$ 13,050
1101	Printing & postage	\$ 36,000	\$ -	\$ 2,843
1150	Supervision	\$ 870,000	\$ 23,039	\$ 602,896
1151	Project management	\$ 960,000	\$ 16,940	\$ 894,463
1152	Contract Administration	\$ 135,000	\$ 703	\$ 20,066
1156	Temp. office equipment & supplies	\$ 27,000	\$ -	\$ 7,495
1501	Temp. Electric	\$ 105,000	\$ 10,516	\$ 98,327
1503	Temp. Heat	\$ 218,732	\$ 3,338	\$ 140,939
1504	Temp. phones	\$ 42,000	\$ 364	\$ 20,644
1505	Temp. Water	\$ 15,000	\$ 6,875	\$ 26,859
1510	Security	\$ 24,000	\$ 3,686	\$ 36,673
1516	Temp. toilet	\$ 46,800	\$ 1,231	\$ 28,117
1518	Dumpsters	\$ 39,000	\$ 878	\$ 38,490
1519	Safety administration	\$ 75,000	\$ 430	\$ 46,306
1520	Fencing perimeter of site	\$ 25,980	\$ -	\$ -
1521	Barricades/traffic control	\$ 21,000	\$ -	\$ 3,623
1530	Other costs	\$ 19,802	\$ 251	\$ 12,201
1601	Temp. Heat equipment	\$ 35,000	\$ -	\$ 4,112
1602	Temp. Cooling equipment	\$ 34,000	\$ -	\$ -
1603	Winter enclosures	\$ 55,000	\$ -	\$ 66,632
1702	Material Handling	\$ 42,000	\$ 301	\$ 71,061
1703	site maint./pump water/snow removal	\$ 39,000	\$ -	\$ 39,000
1705	Daily Clean-up	\$ 364,554	\$ 11,448	\$ 171,213
1710	Final Clean-up	\$ 243,036	\$ 2,569	\$ 2,569
1800	Close out	\$ 26,880	\$ 4,507	\$ 6,229
1900	Equipment	\$ 297,000	\$ 4,628	\$ 432,800
1903	Temp. office	\$ 54,000	\$ 4,879	\$ 57,708
1904	Storage containers	\$ 48,000	\$ 301	\$ 38,009
	Total		\$ 96,884	\$ 2,901,179

# APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF

PAGES

TO OWNER: The County of Lancaster, NE  
555 South 10th Street  
Lincoln, NE 68508

PROJECT: Lancaster County Detention Facility  
West O Street & Southwest 40th Street

APPLICATION NO: 41 RETAINAGE Distribution to:

OWNER  
 CONTRACTOR

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

VIA: Angie Koziol, Business Manager  
Lancaster County Dept. of Corrections  
605 South 10th Street  
Lincoln, NE 68508

PERIOD TO: 10/31/2012

PROJECT NOS: 08041

CONTRACT FOR: General

CONTRACT DATE: 5/13/2008

## CONTRACTOR'S APPLICATION FOR PAYMENT

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3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	60,542,910.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	57,864,815.00
5. RETAINAGE:		
a. % of Contract Sum (Column D + E on G703)		1,457,787.00
b. % of Stored Material (Column F on G703)	\$	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	1,457,787.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	56,407,028.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	54,856,024.00
8. CURRENT PAYMENT DUE	\$	1,551,004.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	4,135,882.00

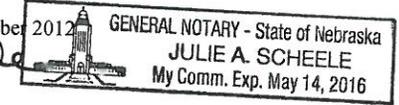
CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$642,910.00	
Total approved this Month		
TOTALS	\$642,910.00	\$0.00
NET CHANGES by Change Order	\$642,910.00	

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: 11-5-12

State of: Nebraska County of: Lancaster  
Subscribed and sworn to before me this 5th day of November 2012  
Notary Public: [Signature]  
My Commission expires: 5-14-2016



## OWNER APPROVAL

APPROVED AMOUNT ..... \$ 1,551,004.00

OWNER: Lancaster County Corrections

By: [Signature] Date: 11-16-12

This Certificate is not negotiable. The APPROVED AMOUNT 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

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APPLICATION NO: 41 RETAINAGE

In tabulations below, amounts are stated to the nearest dollar.

APPLICATION DATE: 11/5/2012

Use Column I on Contracts where variable retainage for line items may apply.

PERIOD TO: 10/31/2012

ARCHITECT'S PROJECT NO: 08041

## LANCASTER COUNTY DETENTION FACILITY

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE THRU CHANGE ORDER #1	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D O R E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G + C)		
1	3A-Augered CIP Piles (Longfellow Foundations)	462,382	461,903			461,903	100%	479	
2	3B-Found./Poured Walls/CIP Retain Walls (Stephens & Smith)	1,497,000	1,495,521			1,495,521	100%	1,479	
3	Temporary Heat for Construction	68,678	4,320			4,320	6%	64,358	3,434
4	3B-Interior Slabs (Sampson Construction)	1,061,354	1,061,354			1,061,354	100%		
5	3C-Precast Struct. Conc/Steel Erection (Concrete Industries)	7,363,140	7,363,140			7,363,140	100%		
6	Electrical Devices in Precast Panels	124,500	124,500			124,500	100%		
7	4A-Masonry (Midwest Masonry)	2,982,235	2,982,235			2,982,235	100%		
8	5A-Steel Materials (Steel Fabricators)	442,065	442,065			442,065	100%		
9	6A-Rough Carpentry (Mark Sass)	119,289	119,289			119,289	100%		
10	Rough Carpentry (Sampson Const.)	1,521	1,521			1,521	100%		
11	6B-Finish Carpentry (Sampson Construction)	942,279	942,279			942,279	100%		
12	7A-Joint Sealants (McGill Brothers)	415,247	402,700			402,700	97%	12,547	20,762
13	Security Joint Sealant Coordination	58,273						58,273	2,914
14	7B-Waterproofing and Subdrainage	152,040	152,040			152,040	100%		
15	7C-Fireproofing and Firestopping	78,000	16,472			16,472	21%	61,528	
16	7D-Metal Wall Panels/Sheet Metal Flashings & Trim (SGH)	350,811	350,811			350,811	100%		17,541
17	7E-Roofing/Sheet Metal Flashings & Trim (Sprague Roofing)	1,330,564	1,330,129			1,330,129	100%	435	
18	7F-Spray on Foam Insulation (Liquid Foam Insulation)	8,841	8,841			8,841	100%		
19	8A-Doors and Hardware (DH Pace Company)	566,716	566,716			566,716	100%		28,336
20	8B-Overhead Doors & Loading Dock Equip. (Raynor Doors)	196,934	193,363			193,363	98%	3,571	9,847
21	8C-Aluminum and Glass (City Glass)	913,201	754,838			754,838	83%	158,363	45,660
22	8D-Skylights & Translucent Panel Roof System (SGH)	353,098	353,098			353,098	100%		17,655
23	9A-Metal Framing/Drywall/Sheath/Firestop (E & K of Omaha)	1,731,034	1,731,034			1,731,034	100%		
24	9B-Hardcoat Exterior Finish System (Paul L. Kess)	46,543	31,892			31,892	69%	14,651	
25	9C-Ceilings (T-C Ceilings)	415,348	415,348			415,348	100%		20,767
26	9D-Tile (Great Plains Stone & Tile)	65,302	65,302			65,302	100%		3,265
27	9E-Flooring (Floors Inc.)	427,227	422,990			422,990	99%	4,237	21,361
28	Allowance for Attic Stock for Finish Materials	37,500						37,500	1,875
29	9F-Resinous Flooring (Surface Sealers)	285,798	284,958			284,958	100%	840	14,290
30	9G-Painting/Staining (Gene Phillips)	262,248	262,248			262,248	100%		13,112
31	Parking Lot Striping (Bestco)	250						250	
32	9H-Painting/High Perf. Coatings & Epoxy (Surface Sealers)	1,088,767	1,088,467			1,088,467	100%	300	54,438
33	Post Punchlist Finish Corrections Allowance	46,250						46,250	2,313
34	10A-Signage (ASI Modulex)	46,850	40,032			40,032	85%	6,818	2,343
35	10B-Operable Partitions (SGH)	24,213	24,213			24,213	100%		1,211

# CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

APPLICATION NO: 41 RETAINAGE

APPLICATION DATE: 11/5/2012

In tabulations below, amounts are stated to the nearest dollar.

PERIOD TO: 10/31/2012

Use Column I on Contracts where variable retainage for line items may apply.

ARCHITECT'S PROJECT NO: 08041

## LANCASTER COUNTY DETENTION FACILITY

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE THRU CHANGE ORDER #1	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
36	10C-Access Flooring (Porter Trustin Carlson)	16,715	16,715			16,715	100%		836
37	Allowance for Cut Out Holes in Access Flooring	1,500	1,500			1,500	100%		75
38	11A-Detention (Chief Custom Products)	2,315,103	2,310,397			2,310,397	100%	4,706	57,878
39	11B-Property Storage System (Midwest Storage Solutions)	128,165	127,225			127,225	99%	940	6,408
40	11C-Laundry Equipment (A A Horwath)	400,730	392,400			392,400	98%	8,330	20,037
41	11D-Food Service Equipment (Paramount Restaurant)	1,604,471	1,604,471			1,604,471	100%		80,224
42	12-Roller Window Shades (Craftsman Window Covering)	37,524	37,524			37,524	100%		1,876
43	Window Shade Pockets Install	3,284	3,284			3,284	100%		164
44	13-Prefabricated Precast Concrete Cell Module (Tindall Corp.)	4,196,771	4,196,771			4,196,771	100%		104,919
45	14-Conveying Systems (Eletech)	377,032	353,511			353,511	94%	23,521	18,852
46	21-Fire Sprinkler (Nifco)	833,615	833,615			833,615	100%		20,840
47	22-Plumbing & Hydronic Piping (Midwest Mechanical)	4,680,884	4,679,950			4,679,950	100%	934	117,022
48	23-HVAC/Controls/Balancing (Falcon)	3,781,918	3,771,918			3,771,918	100%	10,000	94,548
49	16A-Electrical (Commonwealth Electric)	5,182,774	5,160,596			5,160,596	100%	22,178	259,139
50	28-Electronic Safety & Security (Accurate Controls)	2,607,506	2,426,079			2,426,079	93%	181,427	130,375
51	Special Systems (TV)	97,750	20,900			20,900	21%	76,850	4,888
52	31A-Earthwork (Shanahan Brothers)	450,756	450,756			450,756	100%		
53	Site Access Roadway	384,985	356,368			356,368	93%	28,617	
54	32A-Landscaping (Lanoha Nurseries)	496,418	347,022			347,022	70%	149,396	24,821
55	32B-Concrete Paving & Sidewalks (Platte Valley Precast)	1,127,574	1,094,856			1,094,856	97%	32,718	
56	32C-Asphalt Paving, Curb & Gutter	25,285	1,383			1,383	5%	23,902	1,264
57	32D-Chain-link Fences and Gates (American Fence)	185,624	151,740			151,740	82%	33,884	9,281
58	33-Utilities (True Line Underground)	515,870	515,870			515,870	100%		
59	Testing/Special Inspections (Olsson)	220,000	134,489			134,489	61%	85,511	
60	GC-General Conditions	4,147,444	2,901,179			2,901,179	70%	1,246,265	103,686
61	Building Permit	162,801	159,514			159,514	98%	3,287	8,140
62	Builders Risk Insurance	104,574	104,574			104,574	100%		5,229
63	Bond	220,941	220,941			220,941	100%		11,047
64	Fee @ 3.25%	1,902,317	1,815,748			1,815,748	95%	86,569	95,116
65	Preconstruction Services	179,900	179,900			179,900	100%		
66	Contingency	187,181						187,181	
<b>GRAND TOTALS</b>		<b>60,542,910</b>	<b>57,864,815</b>			<b>57,864,815</b>	<b>96%</b>	<b>2,678,095</b>	<b>1,457,787</b>



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: County of Lancaster County  
555 South 10th Street  
Lincoln, NE 68508

RE: New Lancaster County Detention Center, Lincoln, NE  
Obligee: Lancaster County Principal: Sampson Construction Co., Inc.  
Project Number: \_\_\_\_\_  
Contract For: County Detention Center Contract Date: May 13, 2008

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 012-015-049 (the "Bond") of the Principal, hereby consents to the reduction in or partial release of retainage to the Principal as follows:

Reduction from 5% to \$1,457,787

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 5th day of November, 2012

**LIBERTY MUTUAL INSURANCE COMPANY**  
(Surety)

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

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

5026770

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, David M. Carey, 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 day of 29th day of November 2011

LIBERTY MUTUAL INSURANCE COMPANY

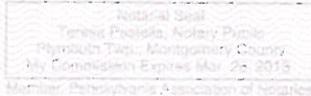
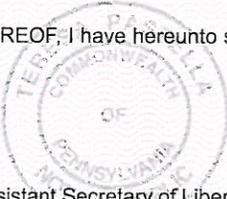
By David M. Carey
David M. Carey, Assistant Secretary



COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 29th day of November, 2011, before me, a Notary Public, personally came David M. Carey, 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.



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, 2012.



By Gregory W. Davenport
Gregory W. Davenport, 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.



Mike Thurber  
 Lancaster County  
 Corrections Administration  
 605 South 10th Street  
 Lincoln, NE 68508

November 7, 2012  
 Project No: 675-002-08  
 Invoice No: 57

Project 675-002-08 Lancaster Cnty Adult Detention Facility

**For professional services rendered for the period September 29, 2012 to November 2, 2012 for the referenced project.**

**Fee Earned:**

<b>Billing Phase</b>	<b>Contract Amount</b>	<b>Percent Complete</b>	<b>Previous Fee Billing</b>	<b>Current Fee Billing</b>
Schematic Design	795,890.66	100.00	795,890.66	0.00
Design Development	995,302.72	100.00	995,302.72	0.00
Construction Documents	1,892,286.96	100.00	1,892,286.96	0.00
Bidding and Construction Administration	496,519.66	99.00	491,554.46	0.00
Amendment 001-112 Bed Addition	185,500.00	99.00	183,645.00	0.00
Amendment 002-Additional CA	45,000.00	96.00	42,750.00	450.00
Amendment 003-Additional CA Meetings	66,240.00	96.00	62,928.00	662.40
Amendment 004-"O" Street Entrance	40,675.00	100.00	40,675.00	0.00
<b>Total Fee</b>	<b>4,517,415.00</b>		<b>4,505,032.80</b>	<b>1,112.40</b>
		<b>Total Fee</b>		<b>1,112.40</b>

**Reimbursable Expenses**

Printing	43.70
Travel	195.68
Consultant Expenses	5.10
<b>Total Reimbursable Expenses</b>	<b>244.48</b>

Project	675-002-08	Lancaster Cnty Adult Detention Facility		Invoice 57
Billing Limits		Current	Prior	To-Date
Fees		1,112.40	4,505,032.80	4,506,145.20
Limit				4,517,415.00
Remaining				11,269.80
Expenses		244.48	140,757.46	141,001.94
Limit				329,523.00
Remaining				188,521.06
			<b>Total this Invoice</b>	<b>\$1,356.88</b>

*Melanie D. Stover*

Melanie D. Stover  
Business Manager

*Michael Thube*

11-14-12

GDN



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Lincoln, NE 68508-2883 402 477.9291 Fax 402 477.6542

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## Application and Certificate for Payment

<b>TO OWNER:</b>	<b>PROJECT:</b>	<b>APPLICATION NO:</b>	<b>Distribution to:</b>
Lancaster County Det. Facility- JPA	LCCC_ Warehouse	PERIOD TO: 1	OWNER <input type="checkbox"/>
555 S. 10th St	3801 West 'O' Street	CONTRACT FOR: 11/8/2012	ARCHITECT <input type="checkbox"/>
Lincoln, NE 68508	Lincoln, NE 68508	CONTRACT DATE: General	CONTRACTOR <input type="checkbox"/>
<b>FROM CONTRACTOR:</b>	<b>VIA ARCHITECT:</b>	PROJECT NOS: 1	FIELD <input type="checkbox"/>
Becker Construction, Inc.	Design Associates of Lincoln		OTHER <input type="checkbox"/>
2549 County Road B	1609 'N' Street		
Valparaiso, NE 68065	Lincoln, NE 68508		

### 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 .....	\$ 704,353.00
2. Net change by Change Orders .....	\$ 0
3. CONTRACT SUM TO DATE (Line 1 + 2) .....	\$ 704,353.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) .....	\$ 110,820.00
<b>5. RETAINAGE:</b>	
a. 5% of Completed Work (Column D + E on G703)	\$ 5541.00
b. % of Stored Material (Column F on G703)	\$ -
Total Retainage (Lines 5a + 5b or Total in Column I of G703).....	\$ 5541.00
6. TOTAL EARNED LESS RETAINAGE .....	\$ 105,279.00
(Line 4 Less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT .....	\$ 0
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE .....	\$ 105,279.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$ 593,533.00

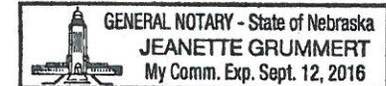
The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

**CONTRACTOR:**  
By: Brad Becker Date: 11/8/12

State of: Nebraska  
County of: Lancaster

Subscribed and sworn to before me this 8 day of November, 2012

Notary Public: Jeanette Grummert  
My Commission expires: 9/12/2016



### ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this 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 ..... \$ 105,279.00  
(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:**  
By: Michael Hub Date: 11-16-12

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.

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

**CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.**

**Continuation Sheet**

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: 11/8/2012  
 APPLICATION DATE: 11/8/2012  
 PERIOD TO: 2120038  
 ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		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)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		% (G ÷ C)			
1	General Conditions	\$13,200.00	\$0.00	\$1,650.00	0.00	1,650.00	12.50%	11,550.00	
2	Mobilization	\$6,600.00	\$0.00	\$3,300.00	0.00	3,300.00	50.00%	3,300.00	
3	Design/ Permit	\$35,200.00	\$0.00	\$35,200.00	0.00	35,200.00	100.00%	0.00	
4	Bond	\$10,670.00	\$0.00	\$10,670.00	0.00	10,670.00	100.00%	0.00	
4	Sitework	\$73,700.00	\$0.00	\$60,000.00	0.00	60,000.00	81.41%	13,700.00	
5	Foundation	\$93,500.00	\$0.00	\$0.00	0.00	0.00	0.00%	93,500.00	
6	Exterior Paving	\$48,070.00	\$0.00	\$0.00	0.00	0.00	0.00%	48,070.00	
7	Interior Paving	\$95,700.00	\$0.00	\$0.00	0.00	0.00	0.00%	95,700.00	
8	Building/Erection	\$307,780.00	\$0.00	\$0.00	0.00	0.00	0.00%	307,780.00	
9	Doors, Frames, Hardware	\$16,280.00	\$0.00	\$0.00	0.00	0.00	0.00%	16,280.00	
10	Dock Equipment	\$3,653.00	\$0.00	\$0.00	0.00	0.00	0.00%	3,653.00	
	TOTAL	704,353.00	0.00	110,820.00	0.00	110,820.00	15.73%	593,533.00	

**CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.**

## Lancaster County Correctional Center-Warehouse

11/8/2012

General Conditions	Budget	Monthly Cost	Cost to Date
Postage	\$180.00	\$30.00	\$30.00
Survey	\$900.00	\$150.00	\$150.00
Project Management	\$7,020.00	\$1,170.00	\$1,170.00
Safety	\$600.00	\$100.00	\$100.00
Clean Up	\$1,200.00	\$200.00	\$200.00
Temporary Toilet	\$600.00	\$0.00	\$0.00
Temporary Containers	\$1,200.00	\$0.00	\$0.00
Roll-off Containers	<u>\$2,200.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
	\$12,900.00	\$1,650.00	\$1,650.00

CONSTRUCTION PERFORMANCE BOND

Bond No. 0602472

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

Becker Construction, INC.  
2549 County Road B  
Valparaiso, NE 68065

SURETY (Name and Principal

Place of Business):  
International Fidelity Insurance Company  
One Newark Center, 20th Floor  
Newark, NJ 07102-5207

Owner (Name and Address):

Lancaster County Detention Facility Joint Public Agency  
555 South 10th St.  
Lincoln, NE 68508

CONSTRUCTION CONTRACT

Date: 09/28/12  
Amount: \$704,353.00

Description (Name and Location):

For all labor, material and equipment necessary for Pre-Engineered Steel Building for New County  
Correction Facility, Bid No. 12-198

BOND

Date: 09/28/12  
Amount: \$704,353.00  
Modifications to this Bond Form:

CONTRACTOR AS PRINCIPAL

Company: (Corp. Seal)  
Becker Construction, INC.  
2549 County Road B  
Valparaiso, NE 68065

SURETY

Company: (Corp. Seal)  
International Fidelity Insurance Company

Signature: Brad Becker PRESIDENT  
Name and Title:

Signature: Maura P. Kelly  
Name and Title: Maura P. Kelly  
Attorney-in-Fact

EJCDC NO. 1910-28a (1984 Edition)  
Prepared through the joint efforts of The Surety Assoc. of America, Engineers' Joint Contract Documents Committee, The  
Associated General Contractors of America, and the American Institute of Architects.

1. The Contractor and the Surety, jointly and severally, bind themselves their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.
3. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:
  - 3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below, that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default and
  - 3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Sub-paragraph 3.1; and
  - 3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.
4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
  - 4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract, or
  - 4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors: or
  - 4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default, or
  - 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
    1. After investigation, determine the amount for which it may be liable to the Owner and as soon as practicable after the amount is determined tender payment therefor to the Owner; or
    2. Deny liability in whole or in part and notify the Owner citing reasons therefor.
5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4 and the Owner refuses payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
6. After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:
  - 6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
  - 6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and
  - 6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
7. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, or successors.
8. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related sub-contracts, purchase orders and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
10. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.
11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
12. Definitions.
  - 12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
  - 12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
  - 12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.
  - 12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

CONSTRUCTION PAYMENT BOND

Bond No. 0602472

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

Becker Construction, INC.  
2549 County Road B  
Valparaiso, NE 68065

SURETY (Name and Principal Place of Business):

International Fidelity Insurance Company  
One Newark Center, 20th Floor  
Newark, NJ 07102-5207

Owner (Name and Address):

Lancaster County Detention Facility Joint Public Agency  
555 South 10th St.  
Lincoln, NE 68508

CONSTRUCTION CONTRACT

Date: 09/28/12  
Amount: \$704,353.00

Description (Name and Location):

For all labor, material and equipment necessary for Pre-Engineered Steel Building for New County Correction Facility, Bid No. 12-198

BOND

Date: 09/28/12  
Amount: \$704,353.00

Modifications to this Bond Form:

CONTRACTOR AS PRINCIPAL

Company: (Corp. Seal)  
Becker Construction, INC.,  
2549 County Road B  
Valparaiso, NE 68065

SURETY

Company: (Corp. Seal)  
International Fidelity Insurance Company

Signature: Bruce Becker PRESIDENT  
Name and Title:

Signature: Maura P Kelly  
Name and Title: Maura P. Kelly  
Attorney-in-Fact

EJCDC NO. 1910-28B (1984 Edition)  
Prepared through the joint efforts of The Surety Assoc. of America, Engineers' Joint Contract Documents Committee, The Associated General Contractors of America, and the American Institute of Architects.

1. The Contractor and the Surety, jointly and severally, bind themselves their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.
  2. With respect to the Owner, this obligation shall be null and void if the Contractor:
    - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
    - 2.2 Defends, indemnifies and holds harmless the Owner from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.
  3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.
  4. The Surety shall have no obligation to Claimants under this Bond until:
    - 4.1 Claimants who do not have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof to the Owner, stating that a claim is being made under this Bond and with substantial accuracy the amount of the claim.
    - 4.2 Claimants who do not have a direct contract with the Contractor:
      1. Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed, and
      2. Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
      3. Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.
  5. If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.
  6. When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
    - 6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
    - 6.2 Pay or arrange for payment of any undisputed amounts.
  7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
  8. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond.
- By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to the funds for the completion of the work.
9. The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
  10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
  11. No suite or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.1 (iii), or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
  12. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
  13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is, that this Bond shall be construed as a statutory bond and not as a common law bond.
  14. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.
  15. DEFINITIONS
    - 15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials, or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.
    - 15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
    - 15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

(FOR INFORMATION ONLY - NAME, ADDRESS AND TELEPHONE)  
 AGENT OR BROKER: OWNER'S REPRESENTATIVE (ARCHITECT, ENGINEER OR OTHER PARTY)

**The Harry A. Koch Co.**  
 14010 FNB Pkwy, Ste. 300, Omaha, NE 68154  
 (402) 861-7000

# POWER OF ATTORNEY

## INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and ALLEGHENY CASUALTY COMPANY, a corporation organized and existing under the laws of the State of Pennsylvania, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

SHARON K. MURRAY, JOAN LEU, DAVID A. DOMINIANI, MAURA P. KELLY

Omaha, NE.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000:

"RESOLVED, that (1) the President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto; such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 12th day of March, 2012.



STATE OF NEW JERSEY  
County of Essex

ROBERT W. MINSTER  
Executive Vice President/Chief Operating Officer  
(International Fidelity Insurance Company)  
and President (Allegheny Casualty Company)



On this 12th day of March 2012, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.



A NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires Mar. 27, 2014

### CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 28<sup>th</sup> day of September 2012

MARIA BRANCO, Assistant Secretary

# Billing Invoice

Corporate Trust Services

**WELLS  
FARGO**

Invoice Number	Invoice Date	Pmt Due Date	Amount Due
905932	11/01/2012	12/03/2012	\$3,706,840.00
Lancaster County Correctional Facility JPA Joint Public Agency 555 S. 10th Street Lincoln, NE 68508			<i>Please mail or wire payment to:</i> <b>Mailing Address:</b> Wells Fargo Corporate Trust Services NW6222 P.O. Box 1450 Minneapolis, MN 55485-6222 <b>Wire Instructions:</b> ABA #: 121000248 DDA #: 6355060501 Reference: Invoice #, Account Nbr <b>ACH Instructions:</b> ABA #: 091000019 DDA #: 6355060501 Memo: Invoice #, Account Name, Attn Name
<i>Please return this portion of the statement with your payment in the envelope provided:</i>			
<i>Please retain this portion for your records</i>			

Account Number: LANC209JPACF  
Lancaster JPA (Jail) 2009

<u>Principal Payment Due to Holders on 12/1/2012</u>	\$2,510,000.00
<u>Interest Payment Due to Holders on 12/1/2012</u>	\$1,196,840.00
<b>Sub Total:</b>	<b>\$3,706,840.00</b>
<b>Total Amount Due:</b>	<b>\$3,706,840.00</b>

*Wires must be received by 10:00 AM CST on the Payment Due Date Checks must be received 3 business days prior to Payment Due Date*