



Beringer Ciaccio
Dennell Mabrey

DATE: 02 August 2010
TO: Mr. Joe Peplitsch
FROM: Trevor Huffaker
RE: Lexington Opportunity Center – Phase 2
BCDM Project No. 4682-04

Enclosed please find the Contractor's "Application and Certificate For Payment", Application No. 3 in the amount of \$183,735.00 for the referenced project.

This Application has been reviewed, and we would recommend payment. If the Application meets with your approval, please make payment directly to Simon Contractors. Retain the Application for your files.

TJH/
Enclosure

A handwritten signature in blue ink, appearing to read 'Trevor Huffaker', is written over the typed name.

c: Mark Kinney, Simon Contractors
File 4682-04_3.1

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702 (COMPUTER GENERATED)

PAGE 1 OF 2

TO OWNER: CITY OF LEXINGTON
406 EAST 7th STREET
LEXINGTON, NE 68850

PROJECT: LEXINGTON OPPORTUNITY CENTER
PHASE TWO
1501 PLUM CREEK PARKWAY
LEXINGTON, NE

APPLICATION NO: Three (3)

PERIOD TO: 7/31/2010

PROJECT NO: 4682-04

JOB NO: ONB140

Distribution to:
 OWNER
 ENGINEER
 CONTRACTOR

FROM: SIMON CONTRACTORS
P.O. BOX 130
NORTH PLATTE, NE 69103

CONTRACT DATE: 4/28/2010

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.

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by Owner			
TOTAL			
Approved this Month			
Number	Date Approved		
TOTALS		0.00	0.00
Net change by Change Orders			0.00

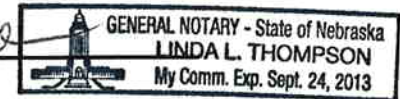
1. ORIGINAL CONTRACT SUM.....\$	999,300.00
2. Net change by Change Orders.....\$	0.00
3. CONTRACT SUM TO DATE (Line 1 +2).....	999,300.00
4. TOTAL COMPLETED & STORED TO DATE.....\$	321,040.00
5. RETAINAGE:	
a. 10% of Completed Work \$	26,826.00
b. 10% of Stored Material \$	5,278.00
Total Retainage \$	32,104.00
6. TOTAL EARNED LESS RETAINAGE.....\$	288,936.00
(Line 4 less Line 5 Total)	

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.

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate).....\$	105,201.00
8. CURRENT PAYMENT DUE.....\$	183,735.00
9. BALANCE TO FINISH, PLUS RETAINAGE.....\$	710,364.00
(Line 3 less Line 6)	

CONTRACTOR: SIMON CONTRACTORS
By: Mark Kinney Date: 7/29/10

State of : Nebraska County of: Lincoln
Subscribed and sworn to before me this 29th day of July, 2010
Notary Public:
My Commission expires:



AMOUNT CERTIFIED.....\$ 183,735.00

(Attach explanation if amount certified differs from the amount applied for.)

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Engineer certifies to the Owner that to the best of the Engineer'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.

ARCHITECT: [Signature] Date: 8-2-2010

By: _____ Date: _____

OWNER: _____ Date: _____

CONTINUATION SHEET

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PAGE 2 OF 2 PAGES

AIA Document G702, APPLICATION AND CERTIFICATE 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 NUMBER : Three (3)

APPLICATION DATE: 7/31/2010

PERIOD TO: 7/31/2010

ARCHITECT'S PROJECT NO.: 4682-04

A	B	C	D	E	F	G		H	I
ITEM No.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE 10%
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					
1	JOB PREP (BOND, INSURANCE)	9,660	8,700			8,700	90.1%	960	870
2	DEMOLITION,	37,860	17,300	6,290		23,590	62.3%	14,270	2,359
3	MASONRY	2,640		2,640		2,640	100.0%	0	264
4	METALS	1,310		1,310		1,310	100.0%	0	131
5	WOODS & PLASTICS	35,200		2,880		2,880	8.2%	32,320	288
6	MOISTURE PROTECTION	7,360				0	0.0%	7,360	0
7	ALUMINUM & GLAZING	35,980				0	0.0%	35,980	0
8	HM, DOORS, HDWR	35,740		14,100	6,970	21,070	59.0%	14,670	2,107
9	DRYWALL, INSULATION	141,840	55,900	45,230		101,130	71.3%	40,710	10,113
10	ACOUSTICAL CEILING	20,830				0	0.0%	20,830	0
11	CERAMIC TILE	21,380				0	0.0%	21,380	0
12	CARPET, VCT, VINYL BASE	55,780				0	0.0%	55,780	0
13	PAINT	21,720				0	0.0%	21,720	0
14	SPECIALTIES	11,240				0	0.0%	11,240	0
15	FIRE SPRINKLER	18,680		6,690		6,690	35.8%	11,990	669
16	MECHANICAL CONTROLS	33,440		7,360		7,360	22.0%	26,080	736
17	TESTING & BALANCING	7,700				0	0.0%	7,700	0
18	PIPING	121,370	1,170	33,760	16,060	50,990	42.0%	70,380	5,099
19	DUCTWORK	245,890	280	47,470	4,140	51,890	21.1%	194,000	5,189
20	ELECTRIC FIXTURES	37,080				0	0.0%	37,080	0
21	ELECTRIC DEVICES	63,450	2,010	15,170	11,470	28,650	45.2%	34,800	2,865
22	ELECTRIC PANELS	33,150			14,140	14,140	42.7%	19,010	1,414
	TOTAL	999,300	85,360	182,900	52,780	321,040	32.13%	678,260	32,104

BERINGER CIACCIO DENNELL MABREY
100 Court Ave, Suite 204
Des Moines, IA 50324

SUPPLEMENTAL OFF-SITE STORAGE AGREEMENT

PROJECT: Lexington Opportunity Center – Phase 2

DATE: JULY 20TH 2010

The Undersigned understands and agrees that a portion of the payment made under Application and Certificate for Payment No. 2 ____, to SNELL SERVICES INC (Contractor) for their work on LEXINGTON OPPORTUNITY CENTER – PHASE TWO (Project) under Contract dated 5/14/2010 represents payment for materials procured and to be furnished and installed under the terms of the contract and which are to be stored off the building site by contractor or sub-contractor until used in such construction work, such payment being made in advance of, rather than following, delivery of such materials to the building site as required by said construction contract, and under the following conditions:

1. Materials being paid for hereunder are to be plainly tagged or marked as Property of CITY OF LEXINGTON (Project Owner).
2. Such materials shall be separately located and stored at jobsite and _____ (off-site location) and segregated in said place of storage, clearly marked the materials in this space as property of LEXINGTON OPPORTUNITY CENTER (Project Owner).
3. Such materials shall be kept free from any liens or encumbrances by contractor or sub-contractor and shall be kept adequately insured against loss to CITY OF LEXINGTON (Project Owner) by theft, fire or other casualty at the expense of the contractor or sub-contractor. Proof of Insurance is attached.
4. Such materials shall be stored as herein provided and moved to the building site as needed in the construction work without expense to CITY OF LEXINGTON (Project Owner).
5. Material paid for and stored as herein provided are as follows:

ELECTRICAL

Signed:

SNELL SERVICES INC.

Contractor


Authorized Signature

N/A

Bonding Company for Contractor

Authorized Signature

Owner

Authorized Signature

Beringer Ciaccio Dennell Mabrey, Inc.
Architect

Authorized Signature