



Beringer Ciaccio
Dennell Mabrey

DATE: 08 September 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. 4 in the amount of \$324,657.00 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 'Enclosure' text.

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: Four (4)
PERIOD TO: 8/31/2010
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

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by Owner			
TOTAL			
Approved this Month			
Number	Date Approved		
1	8/24/2010	5,010.00	
2	8/24/2010	18,800.00	
TOTALS		23,810.00	0.00
Net change by Change Orders		23,810.00	

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: SIMON CONTRACTORS

By: Mark Kinney Date: 7/27/10

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.

Application is made for Payment, as shown below, in connection with the Contract

Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM.....\$	999,300.00
2. Net change by Change Orders.....\$	23,810.00
3. CONTRACT SUM TO DATE (Line 1 +2).....	1,023,110.00
4. TOTAL COMPLETED & STORED TO DATE.....\$	681,770.00
5. RETAINAGE:	
a. 10% of Completed Work \$	51,765.00
b. 10 % of Stored Material \$	16,412.00
Total Retainage \$	68,177.00
6. TOTAL EARNED LESS RETAINAGE.....\$	613,593.00
(Line 4 less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate).....\$	288,936.00
8. CURRENT PAYMENT DUE.....\$	324,657.00
9. BALANCE TO FINISH, PLUS RETAINAGE.....\$	409,517.00
(Line 3 less Line 6)	

State of : Nebraska

County of: Lincoln

Subscribed and sworn to before me this 31st day of August, 2010

Notary Public:

My Commission expires:

Linda L. Thompson

AMOUNT CERTIFIED.....\$ 324,657.00

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

ARCHITECT:

By: [Signature]

OWNER:

By: _____

Date: 9-8-2010

Date: _____



CONTINUATION SHEET

COMPUTER GENERATED

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 : Four (4)
 APPLICATION DATE: 8/31/2010
 PERIOD TO: 8/31/2010
 ARCHITECT'S PROJECT NO.: 4682-04

A ITEM No.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C-G)	I RETAINAGE 10%
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)		
1	JOB PREP (BOND, INSURANCE)	9,660	8,700			8,700	90.1%	960	870
2	DEMOLITION,	37,860	23,590	8,220		31,810	84.0%	6,050	3,181
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	1,470	8,370	12,720	36.1%	22,480	1,272
6	MOISTURE PROTECTION	7,360		3,630		3,630	49.3%	3,730	363
7	ALUMINUM & GLAZING	35,980		9,850		9,850	27.4%	26,130	985
8	HM, DOORS, HDWR	35,740	21,070	70		21,140	59.1%	14,600	2,114
9	DRYWALL, INSULATION	141,840	101,130	39,960		141,090	99.5%	750	14,109
10	ACOUSTICAL CEILING	20,830			9,720	9,720	46.7%	11,110	972
11	CERAMIC TILE	21,380				0	0.0%	21,380	0
12	CARPET, VCT, VINYL BASE	55,780			40,800	40,800	73.1%	14,980	4,080
13	PAINT	21,720		10,800		10,800	49.7%	10,920	1,080
14	SPECIALTIES	11,240			3,410	3,410	30.3%	7,830	341
15	FIRE SPRINKLER	18,680	6,690			6,690	35.8%	11,990	669
16	MECHANICAL CONTROLS	33,440	7,360	14,710		22,070	66.0%	11,370	2,207
17	TESTING & BALANCING	7,700				0	0.0%	7,700	0
18	PIPING	121,370	50,990	10,080	18,400	79,470	65.5%	41,900	7,947
19	DUCTWORK	245,890	51,890	74,930	64,570	191,390	77.8%	54,500	19,139
20	ELECTRIC FIXTURES	37,080		1,110		1,110	3.0%	35,970	111
21	ELECTRIC DEVICES	63,450	28,650	8,100	4,550	41,300	65.1%	22,150	4,130

22	ELECTRIC PANELS	33,150	14,140		10,170	24,310	73.3%	8,840	2,431
23	CHANGE ORDER #1								
24	RFP #1 ITEM #1 4' OAK PANELS	-1,350				0	0.0%	-1,350	0
25	RFP #1 ITEM #4 RM 223 CEILING	420		420		420	100.0%	0	42
26	RFP #3 ITEM #1 FOAM INSULATIO	3,820		3,460		3,460	90.6%	360	346
27	RFP #3 ITEM #2 RM 230 CEILING	-250				0	0.0%	-250	0
28	RFP #5 ITEM #1 2" WATER LINE	2,370				0	0.0%	2,370	0
29	CHANGE ORDER #2								
30	RFP #2 ITEM #1 ADD CONDUIT	780		780		780	100.0%	0	78
31	RFP #2 ITEM #2 ADD CONDUIT	4,290		4,290		4,290	100.0%	0	429
32	RFP #2 ITEM #3 ADD CONDUIT	870		870		870	100.0%	0	87
33	RFP #4 ITEM #1 ADD CABLE TRAY	10,770		2,010	4,130	6,140	57.0%	4,630	614
34	RFP #4 ITEM #2 MODIFY DEVICES	2,090		1,850		1,850	88.5%	240	185
	TOTAL	1,023,110	321,040	196,610	164,120	681,770	66.64%	341,340	68,177

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

SUPPLEMENTAL OFF-SITE STORAGE AGREEMENT

PROJECT: Lexington Opportunity Center – Phase 2

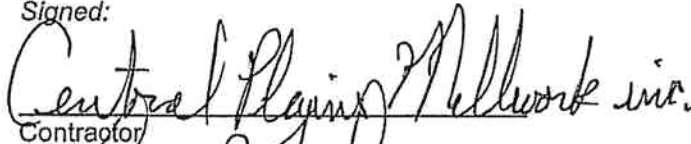
DATE: August 27, 2010

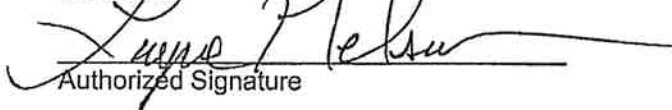
The Undersigned understands and agrees that a portion of the payment made under Application and Certificate for Payment No. 1 , to Central Plains Millwork for their work on Lexington Opportunity Center Phase II under Contract dated May 6, 2010 represents payment for materials procured and to be furnished 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 Lexington Opportunity Center Phase II.
2. Such materials shall be separately located and stored at jobsite and at 4720 NW 38th Street, Lincoln, NE Building 820 and segregated in said place of storage, clearly marked the materials in this space as property of Lexington Opportunity Center Phase II.
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 Lexington Opportunity Center Phase II 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 Lexington Opportunity Center Phase II.
5. Material paid for and stored as herein provided are as follows:

4/4 & 8/4 Red Oak Lumber at Trellis and window sill.
¾" Rift Red Oak MDF Plywood @ trellis Soffits.

Signed:


Contractor


Authorized Signature

Owner

Authorized Signature

Bonding Company for Contractor

Authorized Signature

Beringer Ciaccio Dennell Mabrey, Inc.
Architect

Authorized Signature



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/27/2010

PRODUCER (402) 434-7200 FAX: (402) 434-7272
UNICO Group
4435 o Street

Lincoln NE 68510

INSURED
Central Plains Millwork, Inc.
PO Box 83679

Lincoln NE 68501-3679

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Indiana Lumbermens Mutual Ins	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

NSR ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	APP19066159-11	2/1/2010	2/1/2011	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5,000
					PERSONAL & ADV INJURY \$ 1,000,000
					GENERAL AGGREGATE \$ 2,000,000
					PRODUCTS - COMP/OP AGG \$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS				
	<input type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
	EXCESS / UMBRELLA LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input type="checkbox"/> RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N				E.L. EACH ACCIDENT \$
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$
					E.L. DISEASE - POLICY LIMIT \$
A	OTHER BPP	APP19066159-11	2/1/2010	2/1/2011	1,000,000 Special Form Replacement Cost

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

RE: Lexington Opportunity Center
 Simon Contractors is Loss Payee with respect to job materials for the above referenced project, in the form of Red Oak Lumber and Rift Red Oak MDF Plywood valued at \$7,750.00, stored at 4720 NW 38th St #820.

<p>CERTIFICATE HOLDER (308) 532-3065 Simon Contractors PO Box 130 North Platte, NE 69103</p>	<p>CANCELLATION</p> <p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.</p> <p>AUTHORIZED REPRESENTATIVE Ric Stoakes/TABBOT </p>
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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

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: 8-18-2010

The Undersigned understands and agrees that a portion of the payment made under Application and Certificate for Payment No. 1, to Simon Contracting (Contractor) for their work on Lexington OPP Center (Project) under Contract dated _____ 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 3236 Barchan St (off-site location) and segregated in Grand Island (Project Owner) said place of storage, clearly marked the materials in this space as property of City of Lexington (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:

\$9,000 stored at T-C Ceilings

Signed:

T-C Ceiling Inc
Contractor

[Signature]
Authorized Signature

INSUR, Inc.
Bonding Company for Contractor

[Signature]
Authorized Signature

Owner

Authorized Signature

Beringer Ciaccio Dennell Mabrey, Inc.
Architect

Authorized Signature



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/20/2010

PRODUCER (308)382-8000 FAX: (308)384-3417

INSUR, Inc.

1004 N Diers Ave Ste 140

PO Box 5884

Grand Island

NE 68802-5884

INSURED

T-C Ceilings, Inc

3236 Bachman Street

PO Box 879

Grand Island

NE 68802

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Indiana Insurance

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

NSR	ADD'L TR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A			GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	CBP8574097	1/1/2010	1/1/2011	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A			AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	BA8573497	1/1/2010	1/1/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
			GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AGG \$
A			EXCESS / UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	CU8573197	1/1/2010	1/1/2011	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A			WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under SPECIAL PROVISIONS below	WC8573897	1/1/2010	1/1/2011	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
			OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

RE: City of Lexington for material stored at 3236 Bachman Street, Grand Island valued at \$9,000

CERTIFICATE HOLDER

Beringer Ciaccio Dennell Mabrey
 100 Court Ave Suite 204
 Des Moines, IA 50324

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Jay Kaspar/RKJ

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

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: 8-25-10

The Undersigned understands and agrees that a portion of the payment made under Application and Certificate for Payment No. 1, to DON WASSON COMPANY (Contractor) for their work on Lexington Opportunity Center (Project) under Contract dated May 6, 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 17911 Storage Road Omaha NE (off-site location) and segregated in said place of storage, clearly marked the materials in this space as property of City of Lexington (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 Simon / 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:

Shaw Carpet Tiles, Mannington Vinyl tile,
Mannington Vinyl Base

Signed:

Don Wasson Company
Contractor

Don Wasson
Authorized Signature

Bonding Company for Contractor

Authorized Signature

Owner

Authorized Signature

Beringer Ciaccio Dennell Mabrey, Inc.
Architect

Authorized Signature



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/26/2010

PRODUCER (402) 434-7200 FAX: (402) 434-7272
 UNICO Group
 4435 O Street
 Lincoln NE 68510
 INSURED
 Don Wasson Company Inc.
 17911 Storage Rd
 Omaha NE 68136

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Hartford Casualty Insurance	29424
INSURER B:	Hartford Underwriters Ins.	30104
INSURER C:	Hartford Fire Insurance Co	19682
INSURER D:		
INSURER E:		

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INBR ADD'L LTR INBRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	91SBARM9525	4/30/2010	4/30/2011	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	91UECIY2119	4/30/2010	4/30/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
A	EXCESS / UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ <input checked="" type="checkbox"/> RETENTION \$ 10,000	91SBARM9525	4/30/2010	4/30/2011	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under SPECIAL PROVISIONS below	91WECPP3669	4/30/2010	4/30/2011	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	OTHER Installation Floater	91SBARM9525	4/30/2010	4/30/2011	Limit \$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Project: Lexington Opportunity Center Phase Two
 Owner: City of Lexington
 Simon Contractors and the City of Lexington are additional insureds with regards to general liability on a primary and non contributory basis as required by written contract. Waiver of Subrogation in favor of Simon Contractors and the City of Lexington is applicable to Commercial General Liability coverage.

CERTIFICATE HOLDER

(308) 532-3065
 Simon Contractors
 P.O. Box 130
 North Platte, NE 69101

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
 AUTHORIZED REPRESENTATIVE
 Chad Ideus/MKENT

IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

COMMENTS/REMARKS

Includes coverage for stored materials valued at \$37,785 for the named project located in the insured's warehouse(s).

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: AUGUST 20TH 2010

The Undersigned understands and agrees that a portion of the payment made under Application and Certificate for Payment No. _____, to SNELL SERVICES INC (Contractor) for their work on LEXINGTON OPPORTUNITY CENTER – PHASE TWO (Project) under Contract dated 5/6/2010 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:

MECHANICAL

Signed:

SNELL SERVICES INC.

Contractor

David L. Mohman
Authorized Signature

Owner

Authorized Signature

N/A
Bonding Company for Contractor

Beringer Ciaccio Dennell Mabrey, Inc.
Architect

Authorized Signature

Authorized Signature

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: AUGUST 20TH 2010

The Undersigned understands and agrees that a portion of the payment made under Application and Certificate for Payment No. _____, to SNELL SERVICES INC (Contractor) for their work on LEX OPPORTUNITY CENTER – PHASE TWO (Project) under Contract dated 5/6/2010 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