

BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA

RESOLUTION AUTHORIZING CHAIRMAN TO ACCEPT THE GUARANTEED
MAXIMUM PRICE PROPOSAL OF WEITZ COMPANY, LLC FOR THE SARPY
COUNTY STADIUM PROJECT

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6) (Reissue 2007), the County has the power to do all acts in relation to the concerns of the county necessary to the exercise of its corporate powers; and,

WHEREAS, pursuant to Neb. Rev. Stat. §23-103 (Reissue 2007), the powers of the County as a body are exercised by the County Board; and,

WHEREAS, pursuant to Political Subdivisions Construction Alternatives Act (hereinafter, "The Act"), found at Neb. Rev. Stat. §13-2901(2008 Cum. Supp.), the Sarpy County Board of Commissioners approved a construction manager at risk agreement with Weitz Company, LLC for the purpose of constructing the Sarpy County Stadium, said Agreement approved by this Board on October 20, 2009; and,

WHEREAS, pursuant to Section 2.2 to 2.2.9 of the above-mentioned agreement, with amendments as contained therein, Weitz Company, LLC has submitted a Guaranteed Maximum Price Proposal, a copy of which is attached hereto.

NOW, THEREFORE, BE IT RESOLVED BY THE SARPY COUNTY BOARD OF COMMISSIONERS THAT, pursuant to the statutory authority set forth above, the Chair of this Board, together with the County Clerk, be and hereby are authorized to execute on behalf of this Board the attached Guaranteed Maximum Price Proposal, the same being approved by this Board.

BE IT FURTHER RESOLVED that the Chair and Clerk are authorized to take such action as may be necessary to consummate the transaction contained in said agreements.

DATED this 30th day of March, 2010.

Moved by Rich Jansen, seconded by Pat Thomas, that the above Resolution be adopted. Carried.

YEAS:

Rich Jansen
Pat Thomas

NAYS:

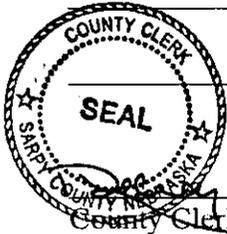
x Tam Richard

ABSENT:

Gene Jones

ABSTAIN:

none



Woughalene

Approved as to form:

[Signature]
Deputy County Attorney

COUNTY OF SARPY

REDUCTIONS & PHASING OVERVIEW

STARTING POINT

Estimated GMP contract amount for Stadium @ 3/15/10 = \$26.2M

- "Hard costs" = \$22.6M
- "Soft costs" = \$3.6M

Estimated Non-Stadium Costs = \$5.7M

Estimated Total Cost = \$31.9M

Of the \$31.9M, \$2.1M constitute "Unexpected or Unanticipated" costs:

- Soil issues
- Winter work to ensure timeline
- Longer internal roads
- Sales tax due to bond structure

REDUCTIONS

ORoyals Cooperation = \$620K

- Kitchen improvements = \$436K
- Scoreboard & Monument Sign = \$184K

Costs Deferred or Reallocated = \$1.94M

- Paving outlying parking lots = \$500K
- Additional landscaping = \$175K
- Future roads cost to be paid from roads fund, not project financing = \$1.04M
- Reclassification of site selection costs = \$230K

AND

PHASING

Reductions Achieved = \$1.19M

- Reduced finishes & signage = \$260K
- Reduced contingency & fees = \$382K
- Expected benefit of sales tax resolution = \$550K (reduces "Unexpected/Unanticipated")

AS OF MARCH

Estimated GMP contract amount for Stadium = \$24.1M

- "Hard costs" = \$20.7M
- "Soft costs" = \$3.4M

Estimated Non-Stadium Costs = \$3.95M

Estimated Total Cost = \$28.1M

Total =	\$28.1M
Unexpected/Unanticipated =	\$2.1M
Total excluding Unanticipated =	\$26.6M

30

FUTURE

SPORT Future financing = \$1.295M

Revenue sources:

- Sewer fees
- Papillion cooperation/municipal revenue sources
- County revenue from Stadium Events/Naming Rights, as realized
- Private fundraising

DRAFT — 03/30/10
Subject to Revision

COUNTY OF SARPY
REDUCTIONS & PHASING ANALYSIS

Budget Item	Running Total	Impact of Design Process	Impact of Unexpected or Unanticipated	ORoyals Cooperation	Deferral to SPORT	Reductions Achieved or Reallocated
Stadium construction "hard costs" original budget	\$20,329,268					
Result of design process @ 3/15/10	\$20,862,912	\$533,644				
Soil issues at Schewe Farms site	\$21,607,912		\$745,000			
Winter site work to ensure Opening Day timeline	\$22,032,912		\$425,000			
Sales tax impact based on bonding structure	\$22,582,912		\$550,000			
Reductions in concessions kitchen areas	\$22,146,912			(\$436,000)		
Scoreboard purchase outside GMP contract	\$21,562,912			(\$484,000)		
Outlying parking lots gravel during initial period	\$21,162,912				(\$500,000)	
Reduced landscaping during initial period	\$20,987,912				(\$175,000)	
Reduced finishes & signage at stadium	\$20,727,912					(\$260,000)
TOTAL STADIUM "HARD COST"	\$20,727,912					
Stadium "soft costs" @ 3/15/10	\$3,601,888					
Change in gen. req'ments/contingency from reductions	\$3,474,034					(\$127,854)
Reduction in Weitz fee from reductions	\$3,414,547					(\$59,487)
TOTAL STADIUM "SOFT COST"	\$3,414,547					
TOTAL GMP CONTRACT PRICE	\$24,142,459					
Non-stadium development cost original budget	\$5,670,732					
Result of design process @ 3/15/10	\$5,315,000	(\$355,732)				
Longer internal roads due to Schewe Farms site	\$5,660,000		\$345,000			
Benefit of expected sales tax resolution	\$5,110,000		(\$550,000)			
Payment to ORoyals for scoreboard	\$5,410,000			\$300,000		
Site selection moved from project cost to expense	\$5,180,000					(\$230,000)
Future road costs to be paid from roads fund	\$4,145,000					(\$1,035,000)
Reduced DLR fees from reductions	\$3,950,200					(\$194,800)
TOTAL ESTIMATED NON-STADIUM PROJECT COST	\$3,950,200					
Total deferral to SPORT (includes ORoyals deferrals)					(\$1,295,000)	
ESTIMATED GRAND TOTAL	\$28,092,659					
Net impact of "Unexpected & Unanticipated"			\$1,515,000			
GRAND TOTAL IF "UNEXPECTED & UNANTICIPATED" EXCLUDED	\$26,577,659					
Net difference from Original Budget items to Estimated Grand Total			\$577,659			

Total to \$31.9M @ 3/15/10

Note: reallocations do not avoid cost, but move same to sources not funded by project financing

AIA[®] Document A133[™] – 2009 Exhibit A

Guaranteed Maximum Price Amendment

for the following PROJECT:
(Name and address or location)

Sarpy County Baseball Stadium
10801 South 126th Street
Papillion, NE 68046

THE OWNER:
(Name, legal status and address)

Sarpy County
1210 Golden Gate Drive
Papillion, NE 68046

THE CONSTRUCTION MANAGER:
(Name, legal status and address)

The Weitz Company, LLC
Weitz Plaza
10707 Pacific St., Suite 201
Omaha, NE 68114-4762

ARTICLE A.1

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 2.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of this Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Twenty-Four Million One-Hundred Forty-Two Thousand Four-Hundred Fifty Nine dollars (\$ 24,142,459.00), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, allowances, contingencies, alternates, the Construction Manager's Fee, and other items that comprise the Guaranteed Maximum Price.
(Provide below or reference an attachment.)

See Attachment A to Exhibit A – Executive Summary, dated 3/30/10

§ A.1.1.3 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the Contract Documents permit the Owner to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the amount for each and the date when the amount expires.)

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201[™]-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

See Attachment B to Exhibit A – Alternates, dated 3/30/10

§ A.1.1.4 Allowances included in the Guaranteed Maximum Price, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price (\$0.00)
See Attachment C to Exhibit A – Allowances, dated 3/30/10	\$1,813,563.00

§ A.1.1.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

See Attachment D to Exhibit A – Critical Milestones / Assumptions, dated 3/30/10

§ A.1.1.6 The Guaranteed Maximum Price is based upon the following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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§ A.1.1.7 The Guaranteed Maximum Price is based upon the following Specifications:

(Either list the Specifications here, or refer to an exhibit attached to this Agreement.)

Sarpy County Ballpark Bid Package No. 1 – Progress Set, dated December 4, 2009, Provided by DLR Group
Sarpy County Ballpark – Design Development Submittal Book, dated February 12, 2010, Provided by DLR Group

Section	Title	Date	Pages
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§ A.1.1.8 The Guaranteed Maximum Price is based upon the following Drawings:

(Either list the Drawings here, or refer to an exhibit attached to this Agreement.)

Sarpy County Ballpark Bid Package No. 1 – Progress Set, dated December 4, 2009, Provided by DLR Group
Sarpy County Ballpark – Design Development Volume #1, dated February 12, 2010, Provided by DLR Group
Sarpy County Ballpark – Design Development Volume #2, dated February 12, 2010, Provided by DLR Group

Number	Title	Date
See Attachment E to Exhibit A	Document Listing	3/15/10

§ A.1.1.9 The Guaranteed Maximum Price is based upon the following other documents and information:

(List any other documents or information here, or refer to an exhibit attached to this Agreement.)

Project Amendment No. 1 – Over Excavation of Building Structures, dated 11/4/09
Project Amendment No. 2 – Access Road Installation, dated 12/14/09
Project Amendment No. 3 – Unsuitable Soils Work at Over Excavated areas, dated 1/5/10
Project Amendment No. 4 – Package No. 1-Seating Bowl, dated 1/5/10
Project Amendment No. 5 – Precast & Metal Building Material Procurement, dated 1/5/10
Project Amendment No. 6 – Concrete & Steel Package Release, dated 3/22/10
Project Amendment No. 7 – Overexcavation of Left Field Ramp, dated 3/29/10

ARTICLE A.2

§ A.2.1 The anticipated date of Substantial Completion established by this Amendment:

March 31, 2011

OWNER (Signature)

Rich Jansen Vice

Joni Jones, Chairman, Sarpy County Board

(Printed name and title)

Rich Jansen

Alan Kennedy

CONSTRUCTION MANAGER (Signature)

Alan Kennedy Vice President

(Printed name and title)

Attachment A to Exhibit A

Sarpy County Ballpark - Omaha, NE

GMP

March 30, 2010

GMP Proposal Breakdown - dated 3/30/10

	Design Development
Direct Costs:	
Building 01 - Administration	\$ 1,169,629
Building 02 - Ticketing	\$ 365,877
Building 03 - Novelty Sales	\$ 439,798
Building 04 - Guest Services	\$ 558,725
Building 05a - Concessions/Restroom	\$ 449,110
Building 05b - Concessions/Restroom	\$ 439,141
Building 05c - Concessions/Restroom	\$ -
Building 05d - Concessions/Restroom	\$ 424,843
Building 05e - Concessions/Restroom	\$ 429,618
Building 06 - Bullpen Restroom	\$ 126,008
Building 07 - Open Air Concessions	\$ 75,469
Building 08 - Batting Cages	\$ 202,497
Building 09 - Commissary/Clubhouses	\$ 2,624,641
Building 10 - Suites/Presbox/Elevator Tower	\$ 3,043,621
Subtotal	\$ 10,348,977
Site Equipment & Finishes	\$ 2,833,566
Site Earthwork	\$ 1,361,170
Parking Lots	\$ 1,278,173
Pedestrian Paving	\$ 631,816
Site Amenities	\$ 565,841
Site Concrete Walls	\$ 1,750,427
Landscaping	\$ 70,390
Site Mechanical Utilities	\$ 747,622
Electrical Distribution	\$ 899,985
Site Lighting	\$ 239,945
Subtotal	\$ 10,378,935
Indirect Costs:	
General Requirements	\$ 1,809,858
Contractor Contingency	\$ 901,511
Contractor Fee	\$ 703,178
Total	\$ 24,142,459



**BUILD IN
GOOD COMPANY.**

Alternates

Attachment B to Exhibit A

**Sarpy County Ballpark - Omaha, Nebraska
March 30, 2010**

The Following Alternate Scopes/Budget are offered for this GMP:

			Expiration
1)	5" Concrete Paving in lieu of 6" Standard Duty Asphalt Paving in Parking Areas.	Add \$311,200	5/1/10
2)	6" Concrete Paving in lieu of 7" Intermediate Duty Asphalt Paving in Select Drive Lanes.	Add \$14,000	5/1/10
3)	7" Concrete Paving in lieu of 8" Heavy Duty Asphalt Paving in Select Drive Lanes.	Add \$20,300	5/1/10
4)	Brick Pavers at 2EA Pedestrian Crossing Locations in lieu of Asphalt Paving and Striping,	Add \$16,000	5/1/10
5)	Treillage Green Screen metal panel at Stair Tower in lieu of Treillage woven wire panel.	Add \$11,200	5/1/10
6)	Incorporate changes to Food Service spaces (Buildings 4, 5a, 5b, 5d, 5e) scope of work as represented in Design Development documents. This is a change from what was represented at Schematic Document budget and may not represent what is shown in Construction Documents as these documents are unavailable as of 3/30/10.	Add \$495,446	5/1/10



**BUILD IN
GOOD COMPANY.**

Allowances

Attachment C to Exhibit A

Sarpy County Ballpark - Omaha, Nebraska
March 30, 2010

Allowances included in GMP are as follows:

1)	Billboard structures at Ticketing and Commissary/Clubhouse buildings. Lighting billboards at Commissary/Clubhouse building and power to signage at ballpark entrance	\$25,000
2)	Power and Data conduit only to Scoreboard.	\$30,000
3)	Sound and PA System – Equipment, wiring, and power only	\$350,000
4)	Maintenance and Removal of the Site Access Road.	\$60,000
5	Landscaping, rock, limestone benches, irrigation throughout the 31 acre site.	\$70,390
6)	All vehicle parking, approaches, curb & gutter, drives, striping throughout the site.	\$1,278,173

Total of Allowances

\$1,813,563

Attachment D to Exhibit A

Sarpy County Ballpark - Omaha, Nebraska
March 30, 2010

The GMP presentation is based on the assumption that the following Critical Milestones are met:

- Approval of GMP by 03/23/2010.
- Construction Documents received by 03/26/2010.
- Site Water to the property line, by others, no later than 05/01/2010.
- Roads to Site, by others, no later than 09/15/2010
- Storm and Sanitary Sewer to property line, by others, no later than 09/15/2010
- Gas Service distributed to buildings, by others, no later than 09/01/2010.

GMP Proposal Direct Costs include:

Buildings

- All buildings are calculated on building systems from foundations to roof, including MEP systems from 5' outside the building (some plumbing services are outside this distance).

Site Equipment and Finishes

- Sports Field & Sports related Equipment (batter's eye, bullpen, dugouts & equipment, pads, backstop netting, bases, concrete seating bowl, playing surface, sports field lighting, seating and bleachers)

Site Earthwork

- Excavation, structure over-excavation & recompaction, winter earthwork, erosion control, sidewalk, access road installation, curb and sidewalk backfill, fine grading for landscape

Parking Lots

- Asphalt, curb & gutter, concrete approaches, striping, and subgrade preparation is carried as an allowance.

Pedestrian Paving

- Bullpen and dugout slabs, concourse paving, stairs, sidewalks, left field bleacher slab, pedestrian bridges, and subgrade preparation.

Site Amenities

- Gates, fencing, site rails, seating bowl and stair rails, flag poles, bike racks, HC signs.

Site Concrete Walls

- Concrete retaining wall systems including foundations, walls and backfill.

Landscaping

- All site landscaping and irrigation is carried as an allowance (not per plans).

Site Mechanical Utilities

- Water and Sanitary service from property line and distributed to within 5' of a building. Storm service to property line, field drainage run-off connection, rain water collection system throughout, storm at parking lots and in detention basins.

Electrical Distribution

- Generator and foundation, power distribution throughout site, and temporary power

Site Lighting

- Parking lot lighting, concourse and general site lighting as shown throughout complex.

Sales Tax

- State Sales Tax of 5.5% is included on all Materials within this GMP.

The following items are excluded from the construction costs represented in the GMP:

- Permanent roads to the site.
- Utilities delivered to site
- Covers and tarps
- Movable Equipment
- Kitchen / Food Service Equipment and all Appliances
- Trainers and Laundry Equipment
- Window treatments
- Storm shelter
- FF&E and Developer soft costs
- Liquidated damages
- Special inspections as required by building codes
- Building Construction Permit costs
- Special permits or environmental permits
- NPDES permit including Storm Water Pollution Prevention Plan (SWPPP)
- Storm/erosion control inspections
- All utility fees, assessments, and back-charges
- Capital facility fees
- All testing costs
- Material price escalation due to market volatility
- All pricing assumes adequate lead time for material procurement. No provisions are included for material expediting beyond normal lead times.
- No construction acceleration costs
- Hazardous material testing and abatement
- Removal of unknown underground obstructions
- Pest control
- Building security during construction
- Stainless Steel Counters at Concession Buildings (noted as by Concessionaire)
- Sealant at saw-cut joints in concrete sidewalks (verified w/ Olsson & Associates)
- Kerf hollow-metal door frames, typical hollow-metal door frame provided
- Treatment of stair treads and nosing's
- Metal tree grates (none located on drawings)
- Metal "Park" benches (none noted on drawings)
- Structure at centerfield camera location
- Landscape Maintenance after Substantial Completion (As indicated in specifications)
- Monument Sign located on or off site (none indicated in documents)
- Automatic Door Operators (none indicated in documents)
- Scoreboard in its entirety. Only an allowance for power and data conduit is carried.
- Food Service mechanical & electrical infrastructure, equipment connections, and finishes to buildings 4, 5a, 5b, 5d, 5e. Unless Add Alternate No. 6 is accepted.
- Landscaping and irrigation as shown on contract documents. Landscape Allowance is carried for selected Landscaping & Irrigation as directed by the Owner.
- Parking Lots, Drive Lanes, curb & gutter, & striping as shown on contract documents. Allowance as directed by the owner is carried for all onsite parking and vehicle areas.
- Signage package. Only required code signage is included in a "basic" standard finish and material.

**Attachment E to Exhibit A
SARPY COUNTY BALLPARK
3/30/2010**

Number	Title	Date
Spec. Book	Sarpy County Ballpark – Papillion, Nebraska Design Development Submittal Book Project #10-09120-00	12 February 2010
Design Development Volume #1		12 February 2010
<u>GENERAL</u>		
0.0	Index of Drawings Volume #1	12 February 2010
0.2	Symbols and Abbreviations	12 February 2010
<u>CIVIL</u>		
C1.1	Site Plan	12 February 2010
C1.2	Horizontal Control Plan	12 February 2010
C2.1	Grading Plan – Site	12 February 2010
C2.2	Drainage Plan – Site	12 February 2010
C2.3	Drainage Plan – Stadium	12 February 2010
C2.4	Stormwater Pollution Prevention Plan	12 February 2010
C2.5	Stormwater Pollution Prevention Plan Notes	12 February 2010
C3.1	Utility Plan – Site	12 February 2010
C3.2	Utility Plan – Stadium	12 February 2010
C4.1	Paving Geometric Plan – Site	12 February 2010
C4.2	Paving Spot Elevation Plan – Site	12 February 2010
C4.3	Paving Spot Elevation – Stadium	12 February 2010
C4.4	Paving Spot Elevation – Stadium	12 February 2010
C5.1	Civil Details Sheet	12 February 2010
C5.2	Civil Details Sheets	12 February 2010
C5.3	Civil and Landscape Details Sheet	12 February 2010
SL1.1	Site Lighting Plan	12 February 2010
SL2.1	Site Lighting Photometric Plan, Schedules & Details	12 February 2010
PF1.0	Field Grading Plan	12 February 2010
PF2.0	Subdrainage Plan	12 February 2010
PF3.0	Irrigation Plan	12 February 2010
PF4.0	Field Materials Plan	12 February 2010
PF5.0	Field Layout & Dimensioning Plans	12 February 2010

LANDSCAPE

L1.1	North Ballpark Concourse Paving Plan	12 February 2010
L1.2	South Ballpark Concourse Paving Plan	12 February 2010
L2.1	North Ballpark Concourse Planting Plan	12 February 2010
L2.2	South Ballpark Concourse Planting Plan	12 February 2010
L3.1	Overall Planting Plan	12 February 2010

ORIENTATION

GP1.1	Geometry Plan	12 February 2010
CP0.1	Code Plan, Field Level – Areas A,B,D,&E	12 February 2010
CP0.2	Code Plan, Field Level – Areas F&K	12 February 2010
CP1.1	Code Plan, Concourse Level- Area A	12 February 2010
CP1.2	Code Plan, Concourse Level – Areas B,C&D	12 February 2010
CP1.3	Code Plan, Concourse Level – Areas E&F	12 February 2010
CP1.4	Code Plan, Concourse Level – Areas F,G,H&M	12 February 2010
CP1.5	Code Plan, Concourse Level – Area J	12 February 2010
CP2.1	Code Plan, Press Level – Areas B,D&E	12 February 2010
SP1.1	Seating Plan – Areas A&B	12 February 2010
SP1.2	Seating Plan – Areas D,E&F	12 February 2010

ARCHITECTURAL

A0.1	Room Finish Schedule, General Notes and Wall Types	12 February 2010
A1.1	Floor Plan, Field Level – Area A	12 February 2010
A1.2	Floor Plan, Field Level – Area B	12 February 2010
A1.3	Floor Plan, Field Level – Area D	12 February 2010
A1.4	Floor Plan, Field Level – Area E	12 February 2010
A1.5	Floor Plan, Field Level – Area F	12 February 2010
A1.6	Floor Plan, Field Level – Area K	12 February 2010
A1.7	Floor Plan, Field Level – Area L	12 February 2010
A1.8	Floor Plan, Field Level – Area M	12 February 2010
A1.9	Floor Plan, Concourse Level – Area A	12 February 2010
A1.10	Floor Plan, Concourse Level – Area B	12 February 2010
A1.11	Floor Plan, Concourse Level – Area C	12 February 2010
A1.12	Floor Plan, Concourse Level – Area D	12 February 2010
A1.13	Floor Plan, Concourse Level – Area E	12 February 2010
A1.14	Floor Plan, Concourse Level – Area F	12 February 2010
A1.15	Floor Plan, Concourse Level – Area G	12 February 2010
A1.16	Floor Plan, Concourse Level – Area H	12 February 2010
A1.17	Floor Plan, Concourse Level – Area J	12 February 2010
A1.18	Floor Plan, Concourse Level – Area K	12 February 2010
A1.19	Floor Plan, Concourse Level – Area L	12 February 2010
A1.20	Floor Plan, Concourse Level – Area M	12 February 2010
A1.21	Floor Plan, Press Level – Area B	12 February 2010
A1.22	Floor Plan, Press Level – Area D	12 February 2010

A1.23	Floor Plan, Press Level – Area E	12 February 2010
A2.1	Large Scale Plans	12 February 2010
A2.2	Large Scale Plans	12 February 2010
A2.3	Large Scale Plans	12 February 2010
A2.4	Large Scale Plans	12 February 2010
A3.1	Reflected Ceiling Plan, Field Level-Areas B,E,F&K	12 February 2010
A3.2	Reflected Ceiling Plan, Concourse Level-Areas A&F	12 February 2010
A3.3	Reflected Ceiling Plan, Concourse Level-Area B	12 February 2010
A3.4	Reflected Ceiling Plan, Concourse Level-Area C	12 February 2010
A3.5	Reflected Ceiling Plan, Concourse Level-Area D	12 February 2010
A3.6	Reflected Ceiling Plan, Concourse Level-Area E	12 February 2010
A3.7	Reflected Ceiling Plan, Concourse Level-Area G	12 February 2010
A3.8	Reflected Ceiling Plan, Concourse Level-Area H	12 February 2010
A3.9	Reflected Ceiling Plan, Press Level-Area B	12 February 2010
A3.10	Ceiling Details	12 February 2010
A4.1	Roof Plan, Field Level-Area K	12 February 2010
A4.2	Roof Plan, Concourse Level-Area A	12 February 2010
A4.3	Roof Plan, Concourse Level-Area B	12 February 2010
A4.4	Roof Plan, Concourse Level-Area C	12 February 2010
A4.5	Roof Plan, Concourse Level-Area D	12 February 2010
A4.6	Roof Plan, Concourse Level-Area E	12 February 2010
A4.7	Roof Plan, Concourse Level-Area F	12 February 2010
A4.8	Roof Plan, Concourse Level-Area G	12 February 2010
A4.9	Roof Plan, Concourse Level-Areas H&J	12 February 2010
A5.1	Building Elevations	12 February 2010
A5.2	Building Elevations	12 February 2010
A5.3	Building Elevations	12 February 2010
A5.4	Building Elevations	12 February 2010
A5.5	Building Elevations	12 February 2010
A5.6	Building Elevations	12 February 2010
A5.7	Building Elevations	12 February 2010
A6.1	Stadium Sections	12 February 2010
A6.2	Stadium Sections	12 February 2010
A7.1	Wall Sections	12 February 2010
A7.2	Wall Sections	12 February 2010
A7.3	Wall Sections	12 February 2010
A7.4	Wall Sections	12 February 2010
A7.5	Wall Sections	12 February 2010
A7.6	Wall Sections	12 February 2010
A7.7	Wall Sections	12 February 2010
A7.8	Wall Sections	12 February 2010
A7.9	Wall Sections and Details	12 February 2010
A7.10	Wall Sections and Details	12 February 2010
A8.1	Large Scale Stair & Ramp Plans, Sections & Details	12 February 2010

A8.2	Large Scale Stair & Ramp Plans, Sections & Details	12 February 2010
A8.3	Large Scale Stair Plans, Sections & Details	12 February 2010
A8.4	Large Scale Stair & Elevator Plans, Sections & Details	12 February 2010
A8.5	Large Scale Stair & Elevator Plans, Sections	12 February 2010
A9.1	Door and Frame Schedule and Notes	12 February 2010
A9.2	Door and Frame Elevations	12 February 2010
A9.3	Door and Frame Details	12 February 2010
A10.1	General Building Details	12 February 2010
A10.2	General Building Details	12 February 2010
A10.3	General Building Details	12 February 2010
A10.4	General Building Details	12 February 2010
A11.1	Casework Elevations and Details	12 February 2010
A11.2	Casework Elevations and Details	12 February 2010
A11.3	Casework Elevations and Details	12 February 2010
A12.1	Interior Elevations	12 February 2010
A13.9	Finish Plan, Concourse Level-Area A	12 February 2010
A13.10	Finish Plan, Concourse Level-Area B	12 February 2010
A13.11	Finish Plan, Concourse Level-Area C	12 February 2010
A13.12	Finish Plan, Concourse Level-Area D	12 February 2010
A13.13	Finish Plan, Concourse Level-Area E	12 February 2010
A13.14	Finish Plan, Concourse Level-Area F	12 February 2010
A13.15	Finish Plan, Concourse Level-Area G	12 February 2010
A13.16	Finish Plan, Concourse Level-Areas H&J	12 February 2010
A13.21	Finish Plan, Press Level-Area B	12 February 2010
A13.22	Finish Plan, Press Level-Area D	12 February 2010
A13.23	Finish Plan, Press Level-Area E	12 February 2010

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FS-2	Foodservice Equipment Schedule B	12 February 2010
FS-2.1	Foodservice Equipment Schedule A	12 February 2010
FS-3	Foodservice Floor Plan	12 February 2010
FS-3.1	Foodservice Plumbing Plan	12 February 2010
FS-4	Foodservice Floor Plan	12 February 2010
FS-4.1	Foodservice Plumbing Plan	12 February 2010
FS-5	Foodservice Floor Plan	12 February 2010
FS-5.1	Foodservice Plumbing Plan	12 February 2010
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FS-6.1	Foodservice Plumbing Plan	12 February 2010
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S1.8	Foundation Plan – Area H	12 February 2010
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S1.11	Foundation Plan – Area L	12 February 2010
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S2.1	Framing Plan – Area B	12 February 2010
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S2.3	Framing Plan – Area E	12 February 2010
S2.4	Framing Plan – Areas H & K	12 February 2010
S2.5	Roof Framing Plan – Area B	12 February 2010
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S2.7	Roof Framing Plan – Area E	12 February 2010
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S3.2	Structural Details	12 February 2010
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Design Development Volume #2**12 February 2010****GENERAL**

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M1.3	HVAC Plan, Concourse Level-Area B	12 February 2010
M1.4	HVAC Plan, Concourse Level-Area C	12 February 2010
M1.5	HVAC Plan, Concourse Level-Area D	12 February 2010
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M1.9	HVAC Plan, Concourse Level-Area H & J	12 February 2010
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P1.8	Plumbing Plan, Concourse Level-Area D	12 February 2010
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P1.10	Plumbing Plan, Concourse Level- Area F	12 February 2010
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P2.4	Large Scale Plumbing Plans	12 February 2010
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E1.5	Lighting Plan, Field Level-Area F	12 February 2010
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E2.17	Power Plan, Concourse Level-Area F	12 February 2010
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AV1.2	Floor Plan, Field Level-Area B	12 February 2010
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AV1.9	Floor Plan, Concourse Level-Area A	12 February 2010
AV1.10	Floor Plan, Concourse Level-Area B	12 February 2010
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AV1.12	Floor Plan, Concourse Level-Area D	12 February 2010
AV1.13	Floor Plan, Concourse Level-Area E	12 February 2010
AV1.14	Floor Plan, Concourse Level-Area F	12 February 2010
AV1.15	Floor Plan, Concourse Level-Area G	12 February 2010
AV1.16	Floor Plan, Concourse Level-Area H	12 February 2010
AV1.17	Floor Plan, Concourse Level-Area J	12 February 2010
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AV1.19	Floor Plan, Concourse Level-Area L	12 February 2010
AV1.20	Floor Plan, Concourse Level-Area M	12 February 2010
AV1.21	Floor Plan, Press Level-Area B	12 February 2010
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AV6.1	Building Sections	12 February 2010
AV10.1	Online Diagrams	12 February 2010
AV10.2	Online Diagrams	12 February 2010
AV10.4	Conduit Risers	12 February 2010

End of Document Listing

Deb Houghtaling Sarpy County Clerk

Fred Uhe
Chief Deputy

Renee Lansman
Assistant Chief Deputy

1210 Golden Gate Drive • Papillion, Nebraska 68046-2895
Phone: 402-593-2105 • Fax: 402-593-4360 • Website www.Sarpy.com • Email: Clerk@sarpy.com

April 14, 2010

Mr. Alan Kennedy
The Weitz Company LLC
10707 Pacific St. #201
Omaha NE 68114

Dear Mr. Kennedy,

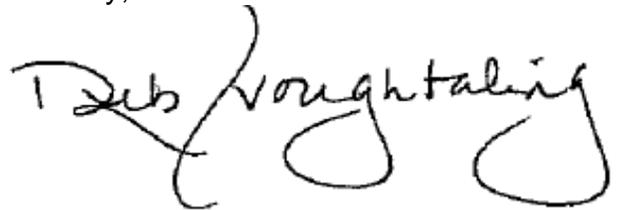
Action by the Sarpy County Board of Commissioners on March 30, 2010 is as follows:

Resolution 2010-092: Authorize Chairman to sign Guaranteed Maximum Price-Weitz Company.
Kermit Brashear

MOTION: Resolved by Jansen, seconded by Thomas, to approve the Guaranteed Maximum Price proposal with Weitz Company LLC for the Sarpy County Stadium Project. A copy of the proposal is attached to the resolution on file in the County Clerk's office. Ayes: Hike, Thomas & Jansen. Nays: Richards. Absent: Jones.

Enclosed is an original of the subject agreement which has been signed by the Chairman as authorized by the above stated action.

Sincerely,

A handwritten signature in black ink that reads "Deb Houghtaling". The signature is written in a cursive, flowing style with a large initial "D" and "H".

Debra J. Houghtaling
Sarpy County Clerk

Enclosure
DJH/cv

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Contra Costa

On April 6, 2010 before me, Lisa M. Lucas, notary public
Date Here Insert Name and Title of the Officer

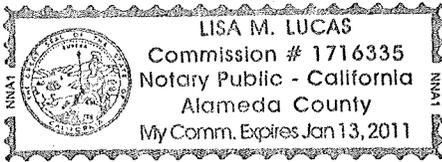
personally appeared William Phillips, Jr.
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature Lisa M. Lucas
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Increase Rider

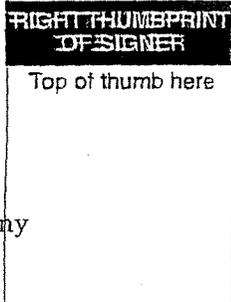
Document Date: April 6, 2010 Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: William Phillips, Jr.

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer is Representing: Federal Insurance Company

Signer's Name: William Phillips, Jr.

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer is Representing: Fidelity and Deposit Company of Maryland



**Chubb
Surety**

**POWER
OF
ATTORNEY**

**Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company**

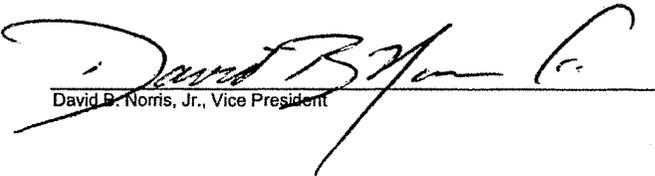
**Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059**

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint A.W. Brown, Lisa M. Lucas, William Phillips, Jr., Veronica Ramirez and D. Richard Stinson of San Ramon, California

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this **5th** day of **October, 2009**.


Kenneth C. Wendel, Assistant Secretary


David B. Norris, Jr., Vice President

STATE OF NEW JERSEY
County of Somerset ss.

On this **5th** day of **October, 2009** before me, a Notary Public of New Jersey, personally came Kenneth C. Wendel, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel, being by me duly sworn, did depose and say that he is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By-Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Notarial Seal



STEPHEN B. BRADT
Notary Public, State of New Jersey
No. 2321097
Commission Expires Oct. 25, 2014


Notary Public

CERTIFICATION

Extract from the By-Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:

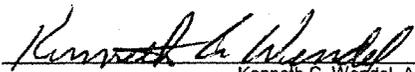
"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Kenneth C. Wendel, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing extract of the By-Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in Puerto Rico and the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this **April 6, 2010**




Kenneth C. Wendel, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903- 3493 Fax (908) 903- 3656 e-mail: surety@chubb.com

**Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by WILLIAM J. MILLS, Vice President, and GREGORY E. MURRAY, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **D. Richard STINSON, Lisa M. LUCAS, William PHILLIPS JR., A.W. BROWN and Veronica RAMIREZ, all of San Ramon, California, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed ~~any and all bonds and undertakings~~, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md. in their ~~two~~ proper persons. This power of attorney revokes that issued on behalf of D. Richard STINSON, Lisa M. LUCAS, William PHILLIPS JR., A.W. BROWN, dated December 17, 2007.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 5th day of October, A.D. 2009.

ATTEST: **FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



Gregory E. Murray

William J. Mills

Gregory E. Murray Assistant Secretary

By:

William J. Mills

Vice President

State of Maryland }
City of Baltimore } ss:

On this 5th day of October, A.D. 2009, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came WILLIAM J. MILLS, Vice President, and GREGORY E. MURRAY, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Maria D. Adamski

Maria D. Adamski

Notary Public

My Commission Expires: July 8, 2011

EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND

“Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto.”

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, 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 6th day of April, 2010.



Assistant Secretary