

BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA

RESOLUTION AUTHORIZING CHAIRMAN TO SIGN CERTIFICATION OF
SUBSTANTIAL COMPLETION FOR THE ADMINISTRATION BUILDING,
TICKETING OFFICE AND TEAM STORE OF THE SARPY COUNTY STADIUM

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 Neb. Rev. Stat. §23-2901 to 2905 (Reissue 2007), a County may acquire facilities for social, athletic, and recreational purposes; and,

WHEREAS, a portion of the work to be performed under the County's contract with the Weitz Company is substantially complete and the project architect, DLR Group, have certified the project to be substantially complete as of December 17, 2010 for the Administration Building (interior only) as of January 7, 2011 as to the Ticketing Office and the Team Store (interior only), as stated in the Certificates of Substantial Completion, a copies of which are attached hereto.

NOW, THEREFORE, BE IT RESOLVED BY THE SARPY COUNTY BOARD OF COMMISSIONERS THAT the Chairman of this Board together with the County Clerk be and hereby are authorized to execute on behalf of this Board the Certifications of Substantial Completion for the construction of the Administration Building (interior only), Ticketing Office and Team Store (interior only) of the Sarpy County Stadium, a copies of which are attached hereto. the same being approved by the Board.

DATED this 25th day of January, 2011.

Moved by Jim Warren, seconded by Rusty Hite, that the above Resolution be adopted. Carried.

YEAS:

NAYS:

ABSENT:

Present

none

none

Amman

[Signature]

[Signature]

Tom Richard

ABSTAIN:

none



Debra Hordtaling
County Clerk

Approved as to form:

[Signature]

Deputy County Attorney

AIA[®] Document G704[™] – 2000

Certificate of Substantial Completion

PROJECT: <i>(Name and address)</i> Sarpy County Baseball Stadium Papillion, Nebraska	PROJECT NUMBER: 10-09120-00/ CONTRACT FOR: General Construction CONTRACT DATE: March 30, 2010	OWNER: <input type="checkbox"/> ARCHITECT: <input type="checkbox"/> CONTRACTOR: <input type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>
TO OWNER: <i>(Name and address)</i> County of Sarpy 1210 Golden Gate Drive Papillion, NE 68046	TO CONTRACTOR: <i>(Name and address)</i> The Weitz Company 10707 Pacific Street, Suite 201 Omaha, NE 68114	

PROJECT OR PORTION OF THE PROJECT DESIGNATED FOR PARTIAL OCCUPANCY OR USE SHALL INCLUDE:

Administration Building (Interior Only)

The Work performed under this Contract has been reviewed and found, to the Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated above is the date of issuance established by this Certificate, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

Warranty

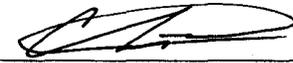
Date of Commencement

DLR Group		December 17, 2010
ARCHITECT	BY	DATE OF ISSUANCE

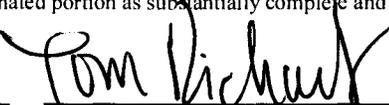
A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment.

Cost estimate of Work that is incomplete or defective: \$0.00

The Contractor will complete or correct the Work on the list of items attached hereto within Sixty (60) days from the above date of Substantial Completion.

The Weitz Company		12/22/10
CONTRACTOR	BY	DATE

The Owner accepts the Work or designated portion as substantially complete and will assume full possession at 12:01 AM (time) on December 17, 2010 (date).

County of Sarpy		1/25/2011
OWNER	BY	DATE

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows:

(Note: Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage.)

The Owner agrees to carry adequate insurance on this entire project, including perils of fire and extended coverage, vandalism, and malicious mischief, etc., and the Contractor will be named in the policy as their interest appears. The Owner agrees to assume the responsibility of payment for utilities, such as water, electricity, natural gas, etc. as of December 17, 2010. The Contractor shall

reimburse the Owner for the Architect/Engineer's additional services made necessary by the Contractor's failure to complete the work within sixty (60) days after date of Substantial Completion.

Memo



400 Essex Court, Regency Park
Omaha, NE 68114-3778
tel 402/393-4100
fax 402/393-8747
omaha@dlrgroup.com
www.dlrgroup.com

Date 09-Dec-10
To Chris Pesek, The Weitz Co.
From Chad Beeson, DLR Group *cm*
Subject **SARPY COUNTY BASEBALL STADIUM**
DLR Project No. 10-09120-00
"Punchlist Schedule – Update No. 2"

Message The following list will include the 'Punchlist Schedule' for **Sarpy County Baseball Stadium**. This 'schedule' will be updated with each 'punchlist', and submitted for review.

Also included with the dates, is the standard procedure that is typically followed when completing a 'Punchlist'. This process can be altered, if necessary. All dates, as scheduled below, are subject to change pending the weather and progress on site.

Punchlist Date / Areas Reviewed

- 1.) September 21, 2010: ***Punchlist No. 1 – submitted by T.W.C. on September 22, 2010***
 - Playing Surface (Field - only)
- 2.) November 30, 2010: ***Punchlist No. 2 – submitted by T.W.C. on December 3, 2010***
 - Interior (Administration Building – Area 'D' – final)
- 3.) November 30, 2010: ***Punchlist No. 3 – submitted by DLR on December 8, 2010***
 - Mechanical / Plumbing / Controls (Administration Building – Area 'D' – final)
- 4.) December 3, 2010: ***Punchlist No. 4 – submitted by DLR on December 6, 2010***
 - Electrical (Administration Building – Area 'D')

Punchlist Procedure

- 1.) If necessary, the Owner's representative will coordinate a walk-through of specified areas with the Owner prior to each 'Punchlist Date'. At this time, the Owner will accumulate a list of items that may require additional work to complete. The Owner will present this list to DLR at the time of the 'Punchlist Date'.
- 2.) On the 'Punchlist Date', DLR (C. Beeson) will walk the areas specified. The presence of the contractor is optional. DLR will review each area or room for quality as it pertains to the Contract Documents, and generate a 'Punchlist' for the general contractor. DLR will incorporate the Owner's list from the previous walk-through into the 'Punchlist' for this particular area.
- 3.) DLR will submit the 'Punchlist' to the contractor within two (2) days of the walk-through (copies to the Owner and DLR central file).
- 4.) The contractor is responsible to complete the 'Punchlist' as it falls within their Contract.
- 5.) **Upon finishing of each 'Punchlist', the contractor will return a copy of the actual list to DLR with a signature and any comments that will signify its completion. The typical timeframe to complete a particular 'Punchlist' will be one (1) week – obviously, depending on the specific items and leadtime.**
- 6.) The AIA Document G704 – Substantial Completion will follow the completion of the entire 'Punchlist'. This Document will represent the actual 'turn-over date' to the Owner. At this time a final walk-through will ensue to verify the work has been completed.
- 7.) A 'Project Close-out Checklist' will follow in which will include all documents required by the contractor to present to the Owner for final payment.

If there are any further questions pertaining to this subject, please let me know. Thank you.

cc File 9.0L
Jon Mann, DLR Group
Mark Wayne, Sarpy County



AIA[®] Document G704[™] – 2000

Certificate of Substantial Completion

PROJECT:
(Name and address)
Sarpy County Baseball Stadium
Papillion, Nebraska

PROJECT NUMBER: 10-09120-00/
CONTRACT FOR: General Construction
CONTRACT DATE: March 30, 2010

OWNER:
ARCHITECT:
CONTRACTOR:
FIELD:
OTHER:

TO OWNER:
(Name and address)
County of Sarpy
1210 Golden Gate Drive
Papillion, NE 68046

TO CONTRACTOR:
(Name and address)
The Weitz Company
10707 Pacific Street, Suite 201
Omaha, NE 68114

PROJECT OR PORTION OF THE PROJECT DESIGNATED FOR PARTIAL OCCUPANCY OR USE SHALL INCLUDE:

Ticketing Office, Team Store (Interior Only)

The Work performed under this Contract has been reviewed and found, to the Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated above is the date of issuance established by this Certificate, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

Warranty

Date of Commencement

DLR Group

January 7, 2011

ARCHITECT

BY

DATE OF ISSUANCE

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment.

Cost estimate of Work that is incomplete or defective: \$0.00

The Contractor will complete or correct the Work on the list of items attached hereto within Sixty (60) days from the above date of Substantial Completion.

The Weitz Company

1/7/2011

CONTRACTOR

BY

DATE

The Owner accepts the Work or designated portion as substantially complete and will assume full possession at 12:01 AM (time) on January 7, 2011 (date).

County of Sarpy

1/25/2011

OWNER

BY

DATE

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows:

(Note: Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage.)

The Owner agrees to carry adequate insurance on this entire project, including perils of fire and extended coverage, vandalism, and malicious mischief, etc., and the Contractor will be named in the policy as their interest appears. The Owner agrees to assume the responsibility of payment for utilities, such as water, electricity, natural gas, etc. as of January 7, 2011. The Contractor shall reimburse the Owner for the Architect/Engineer's additional services made necessary by the Contractor's failure to complete the work within sixty (60) days after date of Substantial Completion.

Memo



400 Essex Court, Regency Park
Omaha, NE 68114-3778
tel 402/393-4100
fax 402/393-8747
omaha@dlrgroup.com
www.dlrgroup.com

Date 04-Jan-11
To Chris Pesek, The Weitz Co.
From Chad Beeson, DLR Group^{AB}
Subject **SARPY COUNTY BASEBALL STADIUM**
DLR Project No. 10-09120-00
"Punchlist Schedule – Update No. 4"

Message The following list will include the 'Punchlist Schedule' for **Sarpy County Baseball Stadium**. This 'schedule' will be updated with each 'punchlist', and submitted for review.

Also included with the dates, is the standard procedure that is typically followed when completing a 'Punchlist'. This process can be altered, if necessary. All dates, as scheduled below, are subject to change pending the weather and progress on site.

Punchlist Date / Areas Reviewed

- 1.) September 21, 2010: ***Punchlist No. 1 – submitted by T.W.C. on September 22, 2010***
 - Playing Surface (Field - only)
- 2.) November 30, 2010: ***Punchlist No. 2 – submitted by T.W.C. on December 3, 2010***
 - Interior (Administration Building – Area 'D' – final)
- 3.) November 30, 2010: ***Punchlist No. 3 – submitted by DLR on December 8, 2010***
 - Mechanical / Plumbing / Controls (Administration Building – Area 'D' – final)
- 4.) December 3, 2010: ***Punchlist No. 4 – submitted by DLR on December 6, 2010***
 - Electrical (Administration Building – Area 'D')
- 5.) December 30, 2010: ***Punchlist No. 5 – submitted by T.W.C. on January 3, 2011***
 - Interior (Ticketing / Team Store – Area 'C', 'D' – final)
- 6.) December 29, 2010: ***Punchlist No. 6 – submitted by DLR on January 3, 2011***
 - Mechanical / Plumbing / Controls (Ticketing / Team Store – Area 'C', 'D' – final)
- 7.) December 30, 2010: ***Punchlist No. 7 – submitted by DLR on January 4, 2011***
 - Electrical (Ticketing / Team Store – Area 'C', 'D')

Punchlist Procedure

- 1.) If necessary, the Owner's representative will coordinate a walk-through of specified areas with the Owner prior to each 'Punchlist Date'. At this time, the Owner will accumulate a list of items that may require additional work to complete. The Owner will present this list to DLR at the time of the 'Punchlist Date'.
- 2.) On the 'Punchlist Date', DLR (C. Beeson) will walk the areas specified. The presence of the contractor is optional. DLR will review each area or room for quality as it pertains to the Contract Documents, and generate a 'Punchlist' for the general contractor. DLR will incorporate the Owner's list from the previous walk-through into the 'Punchlist' for this particular area.
- 3.) DLR will submit the 'Punchlist' to the contractor within two (2) days of the walk-through (copies to the Owner and DLR central file).
- 4.) The contractor is responsible to complete the 'Punchlist' as it falls within their Contract.
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- 6.) The AIA Document G704 – Substantial Completion will follow the completion of the entire 'Punchlist'. This Document will represent the actual 'turn-over date' to the Owner. At this time a final walk-through will ensue to verify the work has been completed.
- 7.) A 'Project Close-out Checklist' will follow in which will include all documents required by the contractor to present to the Owner for final payment.

If there are any further questions pertaining to this subject, please let me know. Thank you.

cc File 9.0L
Jon Mann, DLR Group
Mark Wayne, Sarpy County

Deb Houghtaling

Fred Uhe
Chief Deputy

Sarpy County Clerk

Renee Lansman
Assistant Chief Deputy

1210 Golden Gate Drive • Papillion, Nebraska 68046-2895
Phone: 402-593-2105 • Fax: 402-593-4471 • Website www.Sarpy.com • Email: Clerk@sarpy.com

January 28, 2011

The Weitz Company
Attn: Chris Pesek
10707 Pacific Street #201
Omaha NE 68114

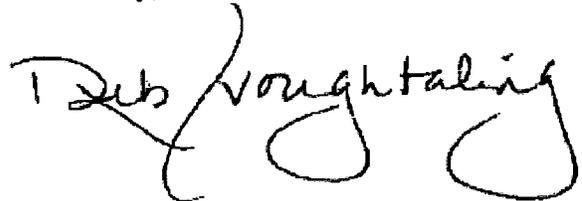
RE: Stadium Buildings Substantial Completion

Resolution 2011-038: Authorize Chairman to sign certification of substantial completion for the Administration Building, Ticketing Office and Team Store (interior only) of the Sarpy County Stadium. Mark Wayne, County Administrator

MOTION: Resolved by Warren, seconded by Hike, to approve the resolution for the certification of substantial completion for the interior only of the administration building as of December 17, 2010, the ticketing office and team store as of January 7, 2011. Ayes: Hike, Thompson, Richards, Nekuda & Warren. Nays: None.

Please find enclosed two originals of each Certificate which have been approved and signed by the Chairman of the Board.

Sincerely,



Deb Houghtaling
Sarpy County Clerk

Enclosures (4)
DJ/cv