

**BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA
RESOLUTION AUTHORIZING CHAIRMAN TO SIGN CERTIFICATION OF SUBSTANTIAL
COMPLETION FOR ALL BUILDINGS 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 1997), a County may acquire facilities for social, athletic, and recreational purposes; and,

WHEREAS, the work to be performed under the County's contract with the Weitz Company is substantially complete as to all buildings of the Sarpy County Stadium, and the project architect, DLR Group, have certified the project to be substantially complete as of March 30, 2011, as stated in the Certificate of Substantial Completion, a copy of which is 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 Certificate of Substantial Completion for the construction of All Buildings of the Sarpy County Stadium, a copy of which is attached hereto, the same being approved by the Board.

DATED this 5th day of April, 2011.

MOVED by Jim Warren, seconded by Rusty Hike, that the above Resolution be adopted. Carried.

YEAS:

NAYS:

ABSENT:

Rusty Hike

none

none

James W. ...
Tom Kichler

ABSTAIN:

Jim ...
J. ...

none

Attest:

SEAL

Debra L. Houghtaling
County Clerk



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:

All remaining Buildings and 'areas' as noted within:

Interior Finishes: Guest Services
 Restroom/Concessions (4)
 Press Box / Suites
 Commissary
 Clubhouse - Home, Visitor
 Batting Cage
 Bullpen
 Open Concessions

Exterior Enclosures/Roof: ALL Buildings

Site/Seating Bowl/Dugouts (3)

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

ARCHITECT



BY

March 30, 2011

DATE OF ISSUANCE

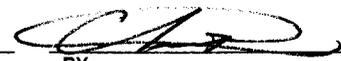
A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties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

CONTRACTOR



BY

3/30/2011

DATE

The Owner accepts the Work or designated portion as substantially complete and will assume full possession at 12:01 AM (time) on March 30, 2011 (date).

County of Sarpy

OWNER

BY



DATE

4/5/11

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 March 30, 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 24-Mar-11

To Chris Pesek, The Weitz Co.

From Chad Beeson, DLR Group^{AP}

Subject **SARPY COUNTY BASEBALL STADIUM**

DLR Project No. 10-09120-00

"Punchlist Schedule – Update No. 11"

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')
- 8.) February 3, 2011: **Punchlist No. 8 – submitted by T.W.C. on February 7, 2011**
 - Interior (Guest Services / Press Box / Suites – Area 'C', 'E', 'F' – final)
- 9.) February 8, 2011: **Punchlist No. 9 – submitted by DLR on February 10, 2011**
 - Mechanical / Plumbing / Controls (Guest Services / Press Box / Suites – Area 'C', 'E', 'F' – final)
- 10.) March 1, 2011: **Punchlist No. 10 – submitted by DLR on March 4, 2011**
 - Electrical (Press Box / Suites, (4) Restroom / Concessions, Home Clubhouse – all Areas)
- 11.) March 1, 2011: **Punchlist No. 11 – submitted by T.W.C. on March 4, 2011**
 - Interior (Home Clubhouse – Area 'H' – final)
- 12.) March 2, 2011: **Punchlist No. 12 – submitted by T.W.C. on March 4, 2011**
 - Interior (Visitor Clubhouse – Area 'G' – final)
- 13.) March 2, 2011: **Punchlist No. 13 – submitted by T.W.C. on March 7, 2011**
 - Interior / Exterior (Seating / (3) Dugouts / Ramp – all Areas – final)
- 14.) March 3, 2011: **Punchlist No. 14 – submitted by T.W.C. on March 7, 2011**
 - Interior (Guest Services, (4) Restroom / Concessions – all Areas – final)
- 15.) March 3, 2011: **Punchlist No. 15 – submitted by T.W.C. on March 9, 2011**
 - Exterior Envelope / Roof (Administration Building, Ticketing, Team Store, Guest Services, (4) Restroom / Concessions – all Areas – final)
- 16.) February 22, 2011: **Punchlist No. 16 – submitted by DLR on March 4, 2011**
 - Mechanical / Plumbing / Controls (Home Clubhouse, Visitor Clubhouse, Commissary, Batting Cage – Area 'G', 'H')
- 17.) March 8, 2011: **Punchlist No. 17 – submitted by T.W.C. on March 14, 2011**
 - Interior / Exterior (Bullpen / Building #10 – all Areas – final)
- 18.) March 14, 2011: **Punchlist No. 18 – submitted by Olsson & Assoc. on March 6, 2011**
 - Site / Civil / Landscaping – all Areas)

- 19.) March 15, 2011: **Punchlist No. 19 – submitted by T.W.C. on March 16, 2011**
- Interior / Exterior / Roof (Home Clubhouse, Visitor Clubhouse, Commissary, Batting Cage – Area 'G', 'H')
- 20.) March 17, 2011: **Punchlist No. 20 – submitted by DLR on March 24, 2011**
- Mechanical / Plumbing / Controls ('areas' noted within - final)
- 21.) March 22, 2011: **Punchlist No. 21 – to be submitted by DLR on March 24, 2011**
- Electrical / Special Systems ('areas' noted within - final)

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

Sarpy County Board of Commissioners

1210 GOLDEN GATE DRIVE
PAPILLION, NE
593-4155
www.sarpy.com

ADMINISTRATOR Mark Wayne
DEPUTY ADMINISTRATOR Scott Bovick
FISCAL ADMIN./PURCHASING AGT. Brian Hanson



COMMISSIONERS

Rusty Hike District 1
Jim Thompson District 2
Tom Richards District 3
Jim Nekuda District 4
Jim Warren District 5

MEMO

To: Sarpy County Commissioners

From: Mark Wayne County Administrator

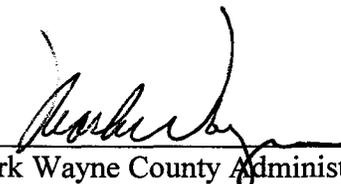
Re: Substantial Completion - Ballpark

The Weitz Company has completed Werner Park and DLR has approved the AIA Substantial Completion documents. A resolution authorizing the Chair to sign the documents is on the agenda. All utilities have been switched to the Storm Chasers and the buildings are ready for occupancy.

The ballpark was completed on time and should be under budget. Final pay outs will be sometime in April with the remaining contingency being split between Weitz and the County,

Please feel free to contact me if you have any questions.

April 1, 2011



Mark Wayne County Administrator

MW/lt