

AGENDA

SPECIAL COMMITTEE ON RIVERFRONT ACTIVITIES AND BASEBALL

May 2, 2005

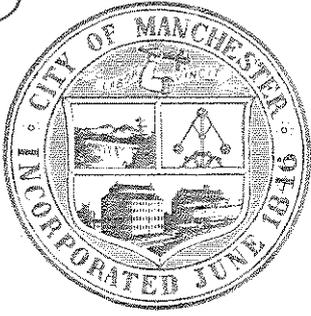
**Aldermen Lopez, Gatsas,
Guinta, DeVries, Smith**

5:15 PM

**Aldermanic Chambers
City Hall (3rd Floor)**

1. Chairman Lopez calls the meeting to order.
2. The Clerk calls the roll.
3. Stadium project status reports:
 - a) stadium budget project, dated March 14, 2005;
 - b) stadium expense by vendors and by task are actual as of April 25, 2005;
 - c) Manchester Fisher Cats Stadium – Change Order No. 3 application for payment, dated March 23, 2005 and general contractor's release of lien notes the total cost as \$1,205,055;
 - d) copy of Harvey Construction Corp. assuming the Gill Stadium Turf Warranty;
 - e) general project status report by Castagna Consulting; and
 - f) first responder emergency access plan and financial responsibility;
4. Any other business which may come before the Committee.
5. If there is no further business, a motion is in order to adjourn.

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**City of Manchester
Department of Highways**

227 Maple Street
Manchester, New Hampshire 03103-5596
(603) 624-6444 Fax # (603) 624-6487

Commission
Edward J. Beleski
- Chairman
Henry R. Bourgeois
William F. Kelley
Michael W. Lowry
William A. Varkas

Frank C. Thomas, P.E.
Public Works Director

Kevin A. Sheppard, P.E.
Deputy Public Works Director

Memo

To: Special Riverfront Development Committee

From: Frank C. Thomas, P.E.
Public Works Director

qtc7

Date: April 27, 2005

No.: #05-048

Subject: *Stadium Project Status Reports*

The following information is attached for your review:

1. Stadium Budget Projected, dated March 14, 2005. This budget projection is still reasonable as of this date.
2. Stadium Expense by vendors and by task are actual as of April 25, 2005.
3. Manchester Fisher Cats Stadium – Change Order No. 3 Application for Payment, dated March 23, 2005 and General Contractor’s Release of Lien notes the total cost as \$1,205,055.
4. A copy of Harvey Construction Corporation assuming the Gill Stadium Turf Warranty is attached as previously requested.
5. General Project Status Report by Castagna Consulting.

/c

Encl.

3a

STADIUM BUDGET PROJECTED – March 14, 2005

ESTIMATED DESIGN/ENVIRON. COSTS

| | |
|-------------------------------------|---------------------|
| • Gill architectural design | \$ 477,000* |
| • New stadium design | 1,871,000* |
| • New stadium design – amendment | 94,600* |
| • Site/Civil | 405,000 |
| • Environmental | 450,000 |
| • Construction Management & Testing | 1,167,000 |
| • TOTAL | \$ 4,464,600 |

LEGAL & LAND COSTS

| | |
|---------------------|---------------------|
| • Bond & Legal fees | \$ 323,927 |
| • Land Costs | 1,143,915 |
| • TOTAL | \$ 1,467,842 |

CONSTRUCTION COSTS

| | |
|--------------------|----------------------|
| • Gill – Exhibit B | \$ 4,150,000 |
| • Gill - \$850,000 | 850,000 |
| • New Stadium | 19,000,000 |
| • TOTAL | \$ 24,000,000 |

PSNH RELOCATION COSTS**

| | |
|---------------------------------------------------|-----------------------------------|
| • <i>Temporary relocation costs</i> | \$ 41,250 |
| • <i>Underground cable costs</i> | 75,000 |
| • <i>Loss of easement costs</i> | 225,000 |
| • <i>Recording fees</i> | 350 |
| • TOTAL Costs Assumed Directly by the Team | \$ 341,600 +/- = \$0.00 ** |

TOTAL PROJECT COST

| | |
|------------------------------------------------|----------------------|
| • Design/environ. costs | \$ 4,464,600 |
| • Legal/land costs | 1,467,842 |
| • Construction costs | 24,000,000 |
| • <i>PSNH relocation costs = \$341,600 +/-</i> | 0 |
| • TOTAL PROJECT COST | \$ 29,932,442 |

BUDGET AVAILABLE

| | |
|---------------------------------|----------------------|
| • Bond | \$ 27,500,000 |
| • Bond interest – approximate | 344,771 |
| • Drew Weber contribution | 1,000,000 |
| • Gill - \$850,000 | 850,000 |
| • Drew Weber Escrow | 244,000 |
| • TOTAL AVAILABLE BUDGET | \$ 29,938,771 |

ESTIMATED PROJECT BALANCE **\$ 6,329**

* Note: Expenses are included at 6%

** Note: PSNH costs are being assumed directly by the Team by agreement with PSNH and not through the bond.

3a

STADIUM BUDGET PROJECTION – March 14, 2005

ENVIRONMENTAL

| | |
|-------|---------------|
| • GZA | \$ 139,699.73 |
| • H&A | 309,087.16 |
| Total | \$ 448,786.89 |
| | Say |
| | \$ 450,000.00 |

SITE/CIVIL ENGINEERING

| | |
|---------------------|---------------|
| • T.F. Moran | \$ 55,586.92 |
| | 66,690.02 |
| • KC | 102,971.36 |
| | 34,190.57 |
| • CLD – (estimated) | 144,960.00 |
| Total | \$ 404,398.87 |
| | Say |
| | \$ 405,000.00 |

CONSTR. MANAGEMENT & TESTING

| | |
|-------------------------------------|----------------|
| • PB | \$ 745,722.00 |
| • Castagna – (estimated) | 75,000.00 |
| • Downtown Visions | 66,664.00 |
| • PB – City | 32,473.36 |
| • Harvey | 42,559.28 |
| • Testing (estimated) – Miller | 120,000.00 |
| • Team Design – 7 months @ \$12,000 | 84,000.00 |
| Total | \$1,166,432.64 |
| | Say |
| | \$1,167,000.00 |

PSNH – ASSUMED COSTS

| | |
|------------------------------------------|---------------|
| • Temporary Relocation – ¾'s of \$55,000 | \$ 41,250.00 |
| • Underground Cable – ¾'s of \$100,000 | 75,000.00 |
| • Easement – Residential @ \$175,000 | 225,000.00 |
| • Fee @ 1/3 rd of \$1,000 | 350.00 |
| Total | \$ 341,600.00 |

*The Team is assuming these costs directly. These costs will not be requested for reimbursement from the bond unless there are bond balances at the end of the project.

Stadium Invoices by Vendors

| Bonding | Land | Kimball Chase | TF Moran | HNTB | Harvey Preconst. | Harvey | GZA | H & A | CDL | CDL City |
|------------|----------------|----------------|-----------------|-----------------|-------------------|-----------------|---------------|-----------------|----------------|-------------|
| \$1,789.00 | 2 \$748,790.00 | 1 \$34,190.57 | 1 \$43,322.40 | 1 \$375,642.41 | 3 \$42,559.28 | 1 \$209,318.00 | 3 \$44,303.98 | 3 \$31,875.00 | 21 \$4,363.96 | \$21,999.78 |
| \$2,596.80 | 2 \$135,125.00 | 3 \$102,971.36 | 3 \$23,367.62 | -3 \$372,637.58 | 4 \$924,778.00 | 4 \$924,778.00 | 8 \$95,385.75 | 7 \$27,812.90 | 31 \$58,681.44 | |
| | 2 \$280,000.00 | 11 \$55,586.92 | 7 \$325,280.00 | 14 \$113,112.37 | 6 \$465,796.50 | 6 \$436,248.95 | | 15 \$11,974.59 | 36 \$17,275.02 | |
| | | | 19 \$169,830.71 | 23 \$146,331.18 | 10 \$1,117,146.15 | 17 \$564,969.70 | | 29 \$12,229.11 | 51 \$32,622.83 | |
| | | | 33 \$110,203.36 | 33 \$110,203.36 | 18 \$1,117,146.15 | 24 \$584,664.86 | | 39 \$43,171.01 | 72 \$10,015.78 | |
| | | | 40 \$105,526.71 | 40 \$105,526.71 | 32 \$142,185.50 | 54 \$23,335.99 | | 48 \$104,751.63 | 79 \$1,625.77 | |
| | | | 45 \$327,119.18 | 45 \$327,119.18 | 41 \$190,009.27 | | | 54 \$23,335.99 | | |
| | | | 57 \$1,366.30 | 57 \$1,366.30 | 47 \$83,891.31 | | | 58 \$34,472.11 | | |
| | | | 63 \$125,996.32 | 63 \$125,996.32 | 67a \$278,419.02 | | | 64 \$9,861.46 | | |
| | | | 70 \$39,177.96 | 70 \$39,177.96 | 67b \$9,167.00 | | | 69 \$5,602.10 | | |
| | | | 77 \$109,086.40 | 77 \$109,086.40 | | | | 81 \$2,107.80 | | |
| \$4,385.80 | \$1,143,915.00 | \$137,161.93 | \$122,276.94 | \$2,322,510.48 | \$42,559.28 | \$5,006,594.26 | \$139,699.73 | \$307,193.50 | \$124,584.80 | \$21,999.78 |

| PB City | PB | Visions | Castagna | Security | Carnes | Payton | Legal | Miller | Team Design | P. R. & C. |
|------------|----------------|----------------|-------------|------------|----------------|--------------------|--------------|--------------|-----------------|------------|
| \$2,247.75 | 5 \$32,473.36 | 1 \$49,998.00 | \$2,063.75 | \$9,161.75 | 25 \$12,840.70 | 34 \$477,589.00 | \$319,541.38 | \$6,175.10 | 52 \$12,756.50 | \$1,090.00 |
| \$840.00 | 12 \$76,218.46 | 20 \$16,666.00 | \$3,705.00 | \$87.50 | | 37 \$790,463.00 | | \$13,800.76 | 60 \$11,256.99 | |
| | 15 \$54,419.98 | | \$5,397.50 | | | 42 \$1,283,352.00 | | \$30,491.68 | 71 \$13,874.23 | |
| | 22 \$66,594.71 | | \$2,291.25 | | | 50A \$2,267,158.00 | | \$36,378.68 | 78 \$8,163.75 | |
| | 28 \$38,642.10 | | \$3,201.25 | | | 56 \$2,792,142.00 | | \$19,898.53 | | |
| | 30 \$41,620.92 | | \$5,154.50 | | | 61 \$2,083,235.00 | | \$6,057.78 | | |
| | 35 \$31,443.96 | | \$5,492.50 | | | 66 \$1,608,878.00 | | \$1,368.40 | | |
| | 38 \$35,313.60 | | \$6,205.85 | | | 73 \$1,251,114.00 | | \$375.50 | | |
| | 44 \$1,231.18 | | \$4,953.10 | | | 75 \$2,814,141.00 | | | | |
| | 46 \$35,243.18 | | \$6,028.75 | | | 82 \$2,301,888.00 | | | | |
| | 49 \$52,686.19 | | \$5,183.75 | | | | | | | |
| | 55 \$47,286.13 | | \$3,770.00 | | | | | | | |
| | 53 \$815.59 | | \$6,881.74 | | | | | | | |
| | 59 \$45,922.78 | | \$6,240.00 | | | | | | | |
| | 62 \$45,774.60 | | | | | | | | | |
| | 65 \$1,425.52 | | | | | | | | | |
| | 68 \$40,079.78 | | | | | | | | | |
| | 74 \$27,487.68 | | | | | | | | | |
| | 76 \$23,103.72 | | | | | | | | | |
| | 80 \$2,446.14 | | | | | | | | | |
| \$3,087.75 | \$700,029.58 | \$66,664.00 | \$66,566.94 | \$9,249.25 | \$12,840.70 | \$17,669,960.00 | \$319,541.38 | \$116,546.43 | \$46,051.47 | \$1,090.00 |
| | | | | | | | | Total | \$28,384,511.00 | |

4/25/2005

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Baseball Stadium Project

3B

| Budget | Engineering | Gill Stadium | Rule 58 Gill | City Gill | Land Acquisition | New Stadium | Misc. Legal Bonding | Total |
|--------------|--------------|--------------|--------------|--------------|------------------|-------------|---------------------|-------|
| \$4,470,771 | \$3,150,000 | \$1,000,000 | \$850,000 | \$1,144,000 | \$19,000,000 | \$324,000 | \$29,938,771 | |
| #1 | \$503,153.38 | \$209,318.00 | | | | | \$712,471.38 | |
| #2 | | | | | \$1,143,915.00 | | \$1,143,915.00 | |
| #3 | \$514,943.46 | | | | | | \$514,943.46 | |
| #4 | | \$801,153.19 | \$123,624.81 | | | | \$924,778.00 | |
| Bonding | | | | | | | \$4,385.80 | |
| #5 | \$32,473.36 | | | | | | \$319,541.38 | |
| #6 | | \$444,760.78 | \$21,035.72 | | | | \$32,473.36 | |
| #7 | \$354,092.90 | | | | | | \$465,796.50 | |
| #8 | \$95,395.75 | | | | | | \$354,092.90 | |
| #9 | \$102,971.36 | | | | | | \$95,395.75 | |
| #10 | | | | | | | \$102,971.36 | |
| #11 | \$55,586.92 | \$326,145.00 | \$110,103.95 | | | | \$436,248.95 | |
| #12 | \$76,218.46 | | | | | | \$55,586.92 | |
| #13 | | | | | | | \$76,218.46 | |
| #14 | \$113,112.37 | | | | | | \$0.00 | |
| Castagna #1 | \$2,063.75 | | | | | | \$113,112.37 | |
| #15 | \$11,974.59 | | | | | | \$2,063.75 | |
| #16 | \$54,419.98 | | | | | | \$11,974.59 | |
| #17 | | \$61,486.23 | \$290,468.59 | \$213,014.88 | | | \$54,419.98 | |
| Castagna #2 | \$3,705.00 | | | | | | \$664,969.70 | |
| PB # 1 Gill | \$2,247.75 | | | | | | \$3,705.00 | |
| PB # 2 Gill | \$840.00 | | | | | | \$2,247.75 | |
| #18 | | \$681,654.74 | \$120,386.83 | \$115,104.58 | | | \$840.00 | |
| #19 | \$169,830.71 | | | | | | \$1,117,146.15 | |
| Castagna #3 | \$5,397.50 | | | | | | \$169,830.71 | |
| #20 | \$16,666.00 | | | | | | \$5,397.50 | |
| #21 | \$4,363.96 | | | | | | \$16,666.00 | |
| #22 | \$66,594.71 | | | | | | \$4,363.96 | |
| Security | | | | \$9,161.75 | | | \$66,594.71 | |
| Castagna #4 | \$2,291.25 | | | | | | \$9,161.75 | |
| #23 | \$146,331.18 | | | | | | \$2,291.25 | |
| #24 | | | | | | | \$146,331.18 | |
| #25 | \$12,840.70 | | | | | | \$584,664.86 | |
| CLD # 1 Gill | \$21,999.78 | \$477,283.83 | \$53,888.21 | \$53,492.82 | | | \$12,840.70 | |
| #26 | | | | | | | \$21,999.78 | |
| #27 | | | | | | | \$0.00 | |
| #28 | \$38,642.10 | | | | | | \$38,642.10 | |
| #29 | \$12,229.11 | | | | | | \$12,229.11 | |
| #30 | \$41,620.92 | | | | | | \$41,620.92 | |

Baseball Stadium Project

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| Requisition | Engineering | Gill Stadium | Rule 58 | City | Land Acquisition | New Stadium | Legal Bonding | Total |
|---------------|--------------|--------------|--------------|--------------|------------------|----------------|---------------|----------------|
| #31 | \$58,681.44 | | | | | | | \$58,681.44 |
| #32 | | \$67,546.19 | | \$74,639.31 | | | | \$142,185.50 |
| #33 | \$110,203.36 | | | | | | | \$110,203.36 |
| #34 | | | | | | \$477,589.00 | | \$477,589.00 |
| #35 | \$31,443.96 | | | \$87.50 | | | | \$31,443.96 |
| Security # 2 | | | | | | | | \$87.50 |
| Castagna # 5 | \$3,201.25 | | | | | | | \$3,201.25 |
| Castagna # 6 | \$5,154.50 | | | | | | | \$5,154.50 |
| #36 | \$17,275.02 | | | | | | | \$17,275.02 |
| #37 | | | | | | \$790,463.00 | | \$790,463.00 |
| #38 | \$35,313.60 | | | | | | | \$35,313.60 |
| Miller 1 & 2 | \$6,175.10 | | | | | | | \$6,175.10 |
| # 39 | \$43,171.01 | | | | | | | \$43,171.01 |
| # 40 | \$105,526.71 | | | | | | | \$105,526.71 |
| #41 | | | | | | | | \$190,009.27 |
| #42 | | \$17,130.24 | | \$172,879.03 | | \$1,283,352.00 | | \$1,283,352.00 |
| Castagna # 7 | \$5,492.50 | | | | | | | \$5,492.50 |
| # 43 | | | | | | | | \$1,231.18 |
| #44 | \$1,231.18 | | | | | | | \$327,119.18 |
| #45 | \$327,119.18 | | | | | | | \$13,800.76 |
| Miller | \$13,800.76 | | | | | | | \$35,243.18 |
| #46 | \$35,243.18 | | | | | | | \$93,891.31 |
| # 47 | | | (\$9,167.00) | \$93,058.31 | | | | \$104,751.63 |
| #48 | \$104,751.63 | | | | | | | \$6,205.85 |
| Castagna # 8 | \$6,205.85 | | | | | | | \$30,491.68 |
| Miller | \$30,491.68 | | | | | | | \$52,686.19 |
| #49 | \$52,686.19 | | | | | | | \$2,267,158.00 |
| #50 | | | | | | \$2,267,158.00 | | \$32,622.83 |
| #51 | \$32,622.83 | | | | | | | \$12,756.50 |
| #52 | \$12,756.50 | | | | | | | \$615.59 |
| #53 | \$615.59 | | | | | | | \$23,335.99 |
| #54 | \$23,335.99 | | | | | | | \$4,953.10 |
| Castagna # 9 | \$4,953.10 | | | | | | | \$47,286.13 |
| #55 | \$47,286.13 | | | | | | | \$1,366.30 |
| #56 | | | | | | \$2,792,142.00 | | \$34,472.11 |
| #57 | \$1,366.30 | | | | | | | \$45,922.78 |
| #58 | \$34,472.11 | | | | | | | \$11,256.99 |
| #59 | \$45,922.78 | | | | | | | \$6,028.75 |
| #60 | \$11,256.99 | | | | | | | \$36,378.68 |
| Castagna # 10 | \$6,028.75 | | | | | | | \$19,898.53 |
| Miller # 5 | \$36,378.68 | | | | | | | \$45,774.60 |
| #61 | | | | | | | | \$2,083,235.00 |
| Miller #6 | \$19,898.53 | | | | | \$2,083,235.00 | | \$45,774.60 |
| #62 | \$45,774.60 | | | | | | | |

Baseball Stadium Project

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| Requisition | Engineering | Gill Stadium | Rule 58 Gill | City Gill | Land Acquisition | New Stadium | Legal Bonding | Total |
|---------------|-----------------------|-----------------------|---------------------|---------------------|-----------------------|------------------------|---------------------|------------------------|
| #63 | \$125,996.32 | | | | | | | \$125,996.32 |
| #64 | \$9,861.46 | | | | | | | \$9,861.46 |
| #65 | \$1,425.52 | | | | | | | \$1,425.52 |
| #66 | | | | | | | | \$1,608,878.00 |
| Castagna # 11 | \$5,183.75 | | | | | \$1,608,878.00 | | \$1,608,878.00 |
| # 67 A | \$10,801.51 | \$188,884.80 | (\$35,704.11) | \$114,438.82 | | | | \$5,183.75 |
| # 67 B | | \$9,167.00 | | | | | | \$278,419.02 |
| # 68 | \$40,079.78 | | | | | | | \$9,167.00 |
| Miller # 7 | \$8,057.78 | | | | | | | \$40,079.78 |
| # 69 | \$5,602.10 | | | | | | | \$8,057.78 |
| # 70 | \$39,177.96 | | | | | | | \$5,602.10 |
| # 71 | \$13,874.23 | | | | | | | \$39,177.96 |
| # 72 | \$10,015.78 | | | | | | | \$13,874.23 |
| Castagna # 12 | \$3,770.00 | | | | | | | \$10,015.78 |
| # 73 | | | | | | \$1,251,114.00 | | \$3,770.00 |
| Castagna # 13 | \$6,881.74 | | | | | | | \$1,251,114.00 |
| Miller # 8 | \$1,368.40 | | | | | | | \$6,881.74 |
| # 74 | \$27,487.68 | | | | | | | \$1,368.40 |
| # 75 | | | | | | \$2,814,141.00 | | \$27,487.68 |
| Miller # 9 | \$375.50 | | | | | | | \$2,814,141.00 |
| # 76 | \$23,103.72 | | | | | | | \$375.50 |
| # 77 | \$109,086.40 | | | | | | | \$23,103.72 |
| # 78 | \$8,163.75 | | | | | | | \$109,086.40 |
| # 79 | \$1,625.77 | | | | | | | \$8,163.75 |
| # 80 | \$2,446.14 | | | | | | | \$1,625.77 |
| Castagna # 14 | \$6,240.00 | | | | | | | \$2,446.14 |
| # 81 | \$2,107.60 | | | | | | | \$6,240.00 |
| # 82 | | | | | | \$2,301,888.00 | | \$2,107.60 |
| P.R. & C. | | | | \$1,090.00 | | | | \$2,301,888.00 |
| Totals | \$4,240,576.82 | \$3,484,530.00 | \$674,637.00 | \$846,965.00 | \$1,143,915.00 | \$17,669,960.00 | \$323,927.18 | \$28,384,511.00 |



Parsons Brinckerhoff Quade & Douglas, Inc.
650 Elm Street
Manchester, NH 03101
Tel: 603-647-2012
Fax: 603-647-2032

3c

March 23, 2005

Ms. Sheri-Lynn Fournier, Corporate Controller
New Hampshire Fisher Cats
1000 Elm Street
P.O. Box 120
Manchester, New Hampshire 03101

**Re: Manchester Fisher Cats Stadium – Change Order No. 3 Application
for Payment**

Dear Ms. Sheri-Lynn Fournier:

Transmitted herewith is Payton Construction Corporation's Change Order No. 3 Application for Payment in the amount of \$407,606.00 for the Manchester Stadium Project. The requested amount is shown on the attached AIA Document G702, Page 1, Line 8. This amount is the net due after Retainage and Less Previous Certificates for Payment, as indicated on Line 5 & 7 respectively.

Along with Payton Construction Corporation's Change Order No. 3 Application for Payment is the General Contractor's Release of Lien and the original executed Change Order No. 3.

PB has reviewed the payment application submitted by Payton Construction Corporation. All of the costs included in this payment application are for additional work identified in Change Order No. 3. PB recommends payment of this requisition.

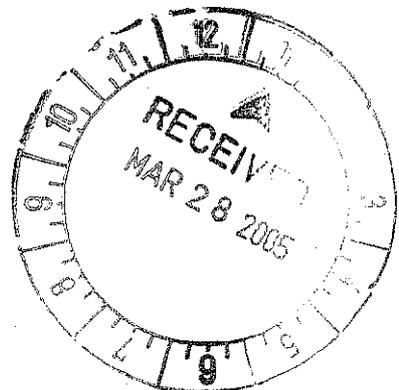
If you have any questions concerning this requisition, please call me at 603-647-2012.

Very truly yours,

Parsons Brinckerhoff Quade & Douglas, Inc.

**James Anderson
Owners Representative**

cc: Drew Weber
Frank Thomas (Manchester Department of Highways)



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APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER: 6 To 4 To 3, LLC
1045 Elm Street
Manchester, NH 03101

FROM CONTRACTOR: Payton Construction Corporation
273 Summer Street, 2nd Floor
Boston, MA 02210

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY

| Change Orders approved in previous months by Owner | ADDITIONS | DEDUCTIONS |
|----------------------------------------------------|-----------|------------|
| Change Orders Approved this Month | \$ | \$ |
| CO # | ADDITIONS | DEDUCTIONS |
| | | |
| NET CHANGE BY CHANGE ORDERS | | |

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: PAYTON CONSTRUCTION CORPORATION

By: *Shah Sullivan*

DATE: 3-11-05

OWNER'S REPRESENTATIVE CERTIFICATE FOR PAYMENT

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

AIA DOCUMENT G702

PROJECT: Minor League Baseball Stadium
Singer Park
Manchester, NH 03101

APPL. # 3
Job No. 8988
PERIOD TO: 03/11/05

ARCHITECT: HNTB

745 Kirk Drive
Kansas City, MO 64104

CONTRACT DATE: 04/05/04

Job Description: Stadium

Application is made for Payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G703 is attached.

1. ORIGINAL CONTRACT SUM
2. NET CHANGE BY CHANGE ORDERS
3. CONTRACT SUM TO DATE (Line 1+2)
4. TOTAL COMPLETED AND STORED TO DATE (Column 1 on G703)
5. RETAINAGE:
 - a. 5.00% % of completed work Col L of G703) 21,453
 - b. 0.0% % of completed work
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)

| | |
|----|-----------|
| \$ | 21,453 |
| \$ | 1,183,602 |
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)

| | |
|----|---------|
| \$ | 775,996 |
|----|---------|
8. CURRENT PAYMENT DUE

| | |
|----|---------|
| \$ | 407,606 |
|----|---------|
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)

| | |
|----|--------|
| \$ | 21,453 |
|----|--------|

STATE OF MASSACHUSETTS

COUNTY OF SUFFOLK

Subscribed and sworn to before me this 11 day of March, 2005

Notary Public: *Denise M. Egan*

My commission expires: 12/12/08

AMOUNT CERTIFIED (Attach explanation if amount certified differs from the amount)
OWNER'S REP: *J. Madson*

By: *J. Madson*
This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Date: 3/15/05

\$ 407,606

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3/11/2005

| CONTINUATION SHEET | | AIA DOCUMENT G703 | | JOB # 8988 | | | | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|-----------------------------|-------------|---------------------------------------------|----------------------------------------------|---------|---------------------------|-------------------|
| 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 L on Contracts where variable retainage for line items may apply. | | APPLICATION DATE: 3/11/2005 | | APPLICATION DATE: 3/11/2005 | | | | |
| PAYTON CONSTRUCTION | | PERIOD TO: 3/11/2005 | | | | | | |
| B | E | F | G | H | I | J | K | L |
| DESCRIPTION OF WORK | SCHEDULE OF VALUES | TOTAL PREVIOUS APPLICATIONS | THIS PERIOD | Materials Presently Stored (not in F or EG) | TOTAL COMPLETED & STORED TO DATE (F + G + H) | % (I/E) | BALANCE TO FINISH (E - I) | RETAINAGE @ 5.00% |
| PCO#98 Added CB-14 | 2,575.00 | | 2,575.00 | | 2,575.00 | 100% | | 128.75 |
| PCO#104 Upgrade for roadway base | 42,256.00 | | 42,256.00 | | 42,256.00 | 100% | | 2,112.80 |
| PCO#106 Added fire hydrant in S. parking lot | 5,079.00 | | 5,079.00 | | 5,079.00 | 100% | | 253.95 |
| PCO#108 Door/Drywall changes Bulletin #19 | 12,187.00 | | 12,187.00 | | 12,187.00 | 100% | | 609.35 |
| PCO#111 Added work on S. Bedford street | 5,541.00 | | 5,541.00 | | 5,541.00 | 100% | | 277.05 |
| PCO#112 Concrete Formwork for duct bank | 6,091.00 | | 6,091.00 | | 6,091.00 | 100% | | 304.55 |
| PCO#113 Temp roadway on west side of site | 1,576.00 | | 1,576.00 | | 1,576.00 | 100% | | 78.80 |
| PCO#114 Added stabilization material for MSE wall | 6,854.00 | | 6,854.00 | | 6,854.00 | 100% | | 342.70 |
| PCO#123 Fireproofing @ Field maintenance | 8,189.00 | | 8,189.00 | | 8,189.00 | 100% | | 409.45 |
| Total | 1,205,055.00 | 775,996.00 | 429,059.00 | | 1,205,055.00 | 100.00% | | 21,452.95 |

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General Contractor's release of Lien

Labor, Materials and Subcontractors

Property Name : 6 To 4 To 3, LLC Project 8988
1045 Elm Street
Manchester, NH 03101

Work Title : Stadium

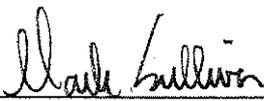
The undersigned hereby releases the above-cited property from any liability for lien for all material delivered to, subcontract work performed at, and labor performed for, said property, and on the above cited work, to this date.

This release is conditioned upon the clearance of the checks received in payment of said materials, subcontractors and labor.

Contract Value Released : \$ 1,183,602

Contractor's Name : Payton Construction Corporation

Address : 273 Summer Street
Boston, Ma. 02210

Authorized Signature : 
Mark Sullivan

Date : March 11, 2005

Notary Public : 
My Commission Expires : 12/12/08

3c



Change Order # 03

| | |
|------------|-------------------------------------|
| Owner | <input checked="" type="checkbox"/> |
| Contractor | <input checked="" type="checkbox"/> |
| Owners Rep | <input checked="" type="checkbox"/> |

PROJECT: MANCHESTER FISHER CATS STADIUM

CHANGE ORDER NUMBER: 03

CONTRACTOR:
 Payton Construction Corporation
 273 Summer Street, 2nd Floor
 Boston, MA 02210

DATE: March 7, 2005

CONTRACT DATE: April 5, 2004

| | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|
| Issue # 004: Contractor incurred additional costs due to an increase in square footage of MSE Wall. | \$48,347.00 |
| Issue # 005: Contractor incurred additional cost due to construction of MSE Wall at Hotel. Contract GMP did not carry construction of Stadium outfield wall at Hotel. Owner to seek reimbursement of \$75,160.00 from Hotel Developers. | \$107,380.00 |
| Issue # 011: Contractor incurred additional costs resulting from increasing the length of one 'C' position pole in leftfield from eighty feet to ninety feet. | \$6,695.00 |
| Issue # 063: Contractor incurred additional costs resulting from the removal of unsuitable clay material in centerfield to rightfield at base of MSE retaining wall. | \$15,417.00 |
| Issue # 070: Contractor incurred additional costs providing required HAZWOPER Training for its subconsultant, Concrete Formwork. | \$86,597.00 |
| Issue # 072: Contractor incurred additional costs resulting from an increase size and capacity of site Vortechinics Unit. | \$7,704.00 |
| Issue # 073: Contractor incurred additional costs resulting from an increase in size and capacity of the site Storm Tech infiltrator system. | \$6,959.00 |
| Issue # 075: Contractor incurred additional costs resulting from increasing the size of four (4) electrical manholes in roadway. Owner to seek 51%, \$1,387, of this additional PSNH cost from adjacent developers. | \$2,719.00 |
| Issue # 076: Contractor incurred additional costs resulting from the installation of an additional PSNH Manhole. Owner to seek 51%, \$3,363, of this additional PSNH cost from adjacent developers. | \$6,594.00 |
| Issue # 077: Contractor incurred additional costs resulting from the excavation and backfilling for Street Light Bases. Owner to seek one-third, \$1,025, of this additional roadway cost from adjacent developers. Material costs for lights and necessary concrete costs are being tracked separately under PCO#008. | \$3,074.00 |
| Issue # 084: Contractor incurred additional costs to tie in existing box culvert in roadway off of rightfield to new site drain line. Owner to seek one-third, \$1,702, of this additional roadway cost from adjacent developers. | \$5,107.00 |
| Issue # 085: Contractor incurred additional costs reworking existing box culvert in roadway off centerfield. Owner to seek one-third, \$1,143, of this additional roadway cost from adjacent developers. | \$3,429.00 |
| Issue # 087: Contractor incurred additional costs resulting from the installation of Paraseal, a HDPE/bentonite sheet membrane dual waterproofing system, to all PSNH manholes. Owner to seek 51%, \$9,560, of this additional PSNH cost from adjacent developers. | \$18,746.00 |
| Issue # 093: Contractor incurred additional costs resulting from installing a 24" RCP sleeve from DMH 2 to DMH 3 as per revised Contract Drawing C4B. | \$1,656.00 |



Change Order # 03

3c

Owner
Contractor
Owners Rep

| | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|
| Issue # 094: Contractor incurred additional costs resulting from relaying piping ECB1 to ECB2 as per revised Contract Drawing C4B. | \$7,084.00 |
| Issue # 095: Contractor incurred additional costs resulting from removing existing drain manhole at Station 2+57 (South Commercial Street) and replacing it with a five foot diameter catch basin. Owner to seek one-third, \$2,118, of this additional roadway cost from adjacent developers. | \$6,353.00 |
| Issue # 097: Contractor incurred additional costs resulting from the installation of a 24" RCP sleeve from DMH1 to Catch Basin 24 per Contract Drawing C4B. | \$4,850.00 |
| Issue # 098: Contractor incurred additional costs resulting from the installation of a new catch basin (CB-14) added to roadway as per revised Contract Drawing RP2. Owner to seek one-third, \$858, of this additional roadway cost from adjacent developers. | \$2,575.00 |
| Issue # 104: Contractor incurred additional costs resulting from upgrading roadway base. Owner to seek one-third, \$14,085, of this additional roadway cost from adjacent developers. | \$42,256.00 |
| Issue # 106: Contractor incurred additional costs resulting from the installation of a fire hydrant in south parking lot as per revised Contract Drawing C4B. | \$5,079.00 |
| Issue # 108: Contractor incurred additional costs resulting from additional gypsum board installation and door changes at Field Maintenance Area as per Project Bulletin No. 19. | \$12,187.00 |
| Issue # 111: Contractor incurred additional costs resulting from additional work in South Bedford Street for adjacent property entrances. Owner to seek one-third, \$1,847, of this additional roadway cost from adjacent developers. Costs to completed modifications (spring 2005) to be tracked under future PCO. | \$5,541.00 |
| Issue # 112: Contractor incurred additional costs resulting from the installation of concrete formwork for PSNH duct banks as part of waterproofing measures. Owner to seek 51%, \$3,106, of this additional PSNH cost from adjacent developers. | \$6,091.00 |
| Issue # 113: Contractor incurred additional costs resulting from the construction of a temporary roadway on western side of site. Construction of temporary roadway was necessary due to utility delays preventing the completion of main roadway. Owner to seek one-third, \$525, of this additional roadway cost from adjacent developers. | \$1,576.00 |
| Issue # 114: Contractor incurred additional costs resulting from adding stabilization material behind Hotel MSE Wall. | \$6,854.00 |
| Issue # 123: Contractor incurred additional costs resulting from the installation of fireproofing (1 HR rating) at Field Maintenance Area. | \$8,189.00 |

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Change Order # 03

| | |
|------------|-------------------------------------|
| Owner | <input checked="" type="checkbox"/> |
| Contractor | <input checked="" type="checkbox"/> |
| Owners Rep | <input checked="" type="checkbox"/> |

| | |
|---------------------------------------------------------------------------------------------------------|-----------------|
| The original (Contract Sum) (Guaranteed Maximum Price) was | \$19,000,000.00 |
| Net Change by Previously Authorized Change Orders | \$775,996.00 |
| The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order is | \$19,775,996.00 |
| The (Contract Sum) (Guaranteed Maximum Price) will be (Increased) (Decreased) | |
| By this Change Order in the amount of | \$429,059.00 |
| The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be | \$20,205,055.00 |

The Contract Time will be (~~Increased~~) (~~Decreased~~) (Unchanged) by (0) days
 The Date of Completion as of the date of this Change Order therefore is: **April 1, 2005**

The adjustments in Contract Price and Contract Time stipulated in this Change Order constitute full, complete and final compensation for all costs and time associated with this Change Order. The Contractor agrees that this Change Order represents an all inclusive and equitable adjustment to the Contract, and further agrees to waive all rights to make any further claim arising out of or as a result of this change.

The undersigned agree to the terms of the Change Order.

Not Valid until Signed by Owner, Contractor, Owner's Representative and/or Architect as Appropriate.

ARCHITECT:
 HNTB
 715 Kirk Drive
 Kansas City, MO 64104

By: N/A
 Date: _____

OWNERS REP:
 Parsons Brinckerhoff Quade & Douglas
 650 Elm Street, 3rd Floor
 Manchester, NH 03101

By: J. Anderson
 Date: 3/8/05

CONTRACTOR:
 Payton Construction Corporation
 273 Summer Street, 2nd Floor
 Boston, MA 02210

By: Frank Sullivan
 Date: 2-9-05

OWNER:
 6 To 4 To 3, LLC
 1045 Elm Street
 Manchester, NH 03101

By: Greg Weber
 Date: 3/16/05



Harvey Construction Corporation
10 Harvey Road
Bedford, NH 03110
Telephone (603) 624-4600
Facsimile (603) 668-0389
www.harveyconstruction.com

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December 8, 2004

Frank Thomas, PW Director
City of Manchester – Highway Department
227 Maple Street
Manchester, NH 03103

RE: Warranty for Astroplay Filled Turf System
Gill Stadium
Manchester, NH

Dear Frank:

Please be advised that HCCNH will be assuming the remainder of SRI's warranty (attached) for the Astroplay Filled Turf System installed at Gill Stadium. Any issues or Questions should be directed to HCCNH. The reason for the change is due to SRI filing for bankruptcy. Thank you.

Sincerely,

John H. Zahr
President

Accepted: City of Manchester

Frank Thomas, PW Director

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C
RECEIVED
AUG 28 2003
HNTE

FULL EIGHT-YEAR WARRANTY
FOR THE
ASTROPLAY® FILLED TURF SYSTEM
INSTALLED AT
GILL STADIUM
MANCHESTER, NH

SUBMITTAL REVIEW

We have reviewed this Submittal for accuracy and completeness and compliance with the Contract Documents

- Approved Approved As Noted
 Rejected, Revise and Resubmit



Reviewed By MR Date 8/25/03

COVERING USABILITY OF SURFACE
USE CHARACTERISTICS AND SUITABILITY
OF INSTALLATION AND REMEDIES

30

Southwest Recreational Industries, Inc. (hereinafter referred to as "SWRI") hereby warrants to SAMPLE (hereinafter referred to as "Purchaser") that its AstroPlay® surface, subject to the limitations and conditions set forth below, will, for a period of eight (8) years from SAMPLE or the date of the acceptance/ first use (whichever shall occur first) of the Unit's installation by Purchaser, remain serviceable as a sports field suitable for soccer, football and other activities. In addition, SWRI hereby warrants that its Unit will, upon installation, conform to the Specifications set forth in Exhibit I of the Warranty Agreement, and that the same shall be free from defects in material.

NO OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, WHETHER AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE MADE WITH RESPECT TO THE SUBJECT MATTER HEREOF.

The Unit shall include the artificial turf FABRIC surface known as AstroPlay® including the fabric POLYOLEFIN FIBERS.

In the event the turf fibers shall wear or degrade in weight due to ultraviolet light exposure by more than average 8% (eight percent) per year during the aforementioned time period or should the color of the turf fibers fade in a non-uniform manner (except as affected by changes in texture resulting from matting, compression, traffic patterns, or from soiling/straining), SWRI will, at its sole cost and expense, replace such portions of the turf that as worn or faded in excess of the aforesaid limits or does not meet the attached specifications.

The shock absorbency of the AstroPlay® stadium surface (without a separate under pad) is dependent upon and affected by the depth and uniformity of the infill layer. Regular monitoring of the infill to ensure that it is uniform and at the minimum specified is necessary to keep shock absorbency uniform and at industry standards.

If SWRI does not comply with its obligations under this Warranty Agreement, Purchaser's exclusive remedy shall be for damages or repair or replacement of such portions of the turf/pad as are no longer serviceable, subject, however, to Purchaser's agreement that SWRI's liability shall in no event exceed the purchase price for such portions of the Unit that is no longer serviceable or does not meet the attached specifications.

IN NO EVENT SHALL SWRI BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES.

The above warranties and SWRI's obligations hereunder are expressly conditioned upon:

- 1.) The completion of the subsurface according to design specifications and in a manner suitable for such an application.
- 2.) Complying with SWRI's instructions and recommendations for the completion of the subsurface, if applicable.
- 3.) The Purchaser's making of all minor repairs to the Unit properly and promptly upon discovery of the need for such repairs, including the care and maintenance of the infill system.

- 4.) The Purchaser's maintaining and caring for the Unit in accordance with SWRI's instructions and recommendations, including the care and maintenance of the infill system.
- 5.) The retention of the Unit at its original place of installation.

This warranty does not cover defect, failure, damage, or wear in or to the Unit caused by or connected with the following:

- 1.) Abuse, neglect, vandalism deliberate acts, or accidents
- 2.) Faulty or improper subsurface preparation
- 3.) Act of God, accident or casualty
- 4.) Use for any purpose other than the Designed Uses
- 5.) Failure to comply with SWRI's subsurface recommendations or the Maintenance Manual
- 6.) Loads exceeding the limits detailed in the SWRI Maintenance Manual or,
- 7.) Improper treatment such as excessive vehicular traffic, golf club use on the surface, fireworks displays, concerts and other improper use patterns.

SWRI shall be allowed to examine the Unit for which any claim is made, to be present at and to analyze the results of all tests conducted by Purchaser or others, and conduct tests of its own. SWRI shall not be responsible for any costs or expenses incurred by Purchaser or others with respect to any such tests, inspections or consultations. SWRI shall be responsible for any periodic test and inspections it shall perform and such other tests as SWRI and Purchaser shall agree upon.

It is expressly agreed that all such claims by Purchaser made under the foregoing Warranties shall be deemed waived unless made in writing to:

Southwest Recreational Industries, Inc.
Contract Administration
701 Leander Drive
Leander, Texas 78641

All claims must be received within eight (8) years after the acceptance/ first use of the installation of the Unit by the Purchaser, or within thirty (30) days after Purchaser learns of the cause giving rise to its claim, whichever shall occur first.

ANY IMPLIED WARRANTIES WHICH MIGHT NEVERTHELESS ARISE BY ACTION OF LAW, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, SHALL BE LIMITED TO THE DURATION OF THIS WARRANTY.

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THIS WARRANTY IS A MANUFACTURER'S WARRANTY. IT IS NOT A BONDED WARRANTY, A MAINTENANCE BOND OR INSURANCE POLICY AND IS NOT ISSUED BY OR ON BEHALF OF ANY SURETY COMPANY, INSURANCE COMPANY, AGENT OR UNDERWRITER.

No representative of Southwest Recreational Industries, Inc. is authorized to make any change or modification to the above warranties or any provision hereof.

This Warranty shall constitute a contract made in the State of Texas, U.S.A. and shall be governed by the laws thereof.

Attached is Exhibit I (AstroPlay® Product Specifications), which now becomes a part of this warranty.

This warranty is issued to: SAMPLE

For an AstroPlay® Surface installation at: SAMPLE

With an installation date of: SAMPLE

Issuing Installer: Southwest Recreational Industries, Inc.

Signature: _____
James T. Savoca

Title: Chief Operating Officer

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Thibault, Lisa

From: Thibault, Lisa
Sent: Tuesday, March 15, 2005 10:41 AM
To: Thomas, Frank
Subject: Riverfront Activities/Baseball Meeting

Frank -

Just a reminder that the Committee would like you to provide a copy of the agreement between Harvey and the City regarding their guarantee of the turf at Gill Stadium for their next meeting.

Thanks!

Lisa



Memo

To: Frank Thomas
From: Michael Castagna
CC:
Date: April 27, 2005
Re: Riverfront Stadium Status

The following is a progress report on the stadium project

- Enclosed Batting cage is going thru a redesign of the heat and ventilation system. The original design was not adequate should be complete in 2 weeks
- Punch list for the field is forthcoming from the team's field consultant. Issues involve a small area of the outfield that is pitched towards the infield, should be towards the outfield. The sprinkler heads don't cover the entire field. The team will analysis the issues and decide how to handle it
- Riverwalk lights will be complete in the next 2 weeks. A water proof panel has not come in yet. Light bases are in. Finish paving will be complete at the time of the lighting finish
- Utilities to the retail pad site to start on Monday 5/2 complete on 5/5.
- Schedule to complete the road, sidewalks, curbing, line drive, south parking area is under a separate report submitted by Payton Construction
- The play area on the south side of the park is set to be complete for opening on 5/6
- 3 temp power poles leading into line drive from Commercial Street will stay until they are no longer needed by the hotel or the retail pad site so temp power can be accessible to these 2 sites. The pole at the entrance to Line Drive prevents a permanent light pole to be installed. Parsons Brinkerhoff will contact the hotel to coordinate their ability to install the pole when the temp pole comes out

Confidentiality Notice: This page and any accompanying documents contain information that is confidential, privileged or exempt from disclosure under applicable law and is intended for the exclusive use of the addressee. This information is private and protected by law. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or use of the contents of this information in any manner is strictly prohibited

3E

- A response to the Department of Justice on ADA issues that were raised is being drafted by HNTB. The outstanding issues are, Fixed bench seat in the club houses, managers rooms, coaches rooms and umpires room per ADA regulation, A handicap access from the visitors club house to the dugout, Handicap access via a lift in the visitors dugout. Handicap accessible tables in the sweets, Different latches on the handicap bathroom stalls,
- Security is becoming a problem. Until Payton can finish the fencing a night time security detail has been on site, kids have been getting into the park at 1-2AM. It will get worse when the security detail is gone within the next 2 weeks
- Concourse signs are being redesigned. The wind has damaged several of the sectional signs
- Lighting under the stadium and outside on the building perimeter is not installed all the lighting has not been delivered to the site. Should be another week
- Painting is a weather permitting issue and will be done as soon as weather allows
- Several leaks in different areas of the stadium have shown up and are being fixed
- The backstop behind home plate is being redesigned per the team direction. Presently padding for the outfield wall is being used temporarily
- The sound system issues are being addressed, wireless mic needs to be replaced, speakers in the bathrooms and sweet areas were not working
- The fire alarm Graphic annunciator is 4 weeks out from delivery
- Fencing in perimeter areas of the park will be complete with in the next 3 weeks
- Commissioning of the park and training of all systems is ongoing and should be complete by the end of May. The city facility director has been involved

3F

Thibault, Lisa

From: Thibault, Lisa
Sent: Tuesday, March 15, 2005 10:42 AM
To: Jabjiniak, William
Subject: Riverfront Activities/Baseball Meeting

Bill -

Just a reminder that the Committee would like you to provide a first responder emergency access plan, along with financial responsibility, etc. for their next meeting.

Thanks!

Lisa