

POCATELLO DEVELOPMENT AUTHORITY
Board of Commissioners Meeting
September 10, 2002
11:00 a.m.

City Hall
911 North 7th Avenue

11:00 a.m. Council Chambers

Call to Order – Chairman Neuhardt

Acknowledge Guests of Board, if any

Disclosure of Conflicts of Interest, if any

Agenda - Add or Delete Action or Discussion Items

Action and Discussion Items

Minutes for August 13 – Motion to Approve and/or Amend

Minutes for August 22 Special Meeting – Motion to Approve and/or Amend

Financial Report: August Income and Expenses

Roosevelt District

South Cliffs Project

Property Acquisition -

Stormwater Sewer Project Update

Consider Approving Requisition #E-10

Consider Signing Substantial Completion Documents

Consider Signing Change Orders (#6 & #2)

Executive Session, if required

DISTRICT ENDING BALANCES
August 31, 2002

Bank Balance		\$589,532.73
General Fund	49,566.95	
Discretionary Funds	15,911.14	
Kress Project	0.00	
Newtown District	0.00	
Alvin Ricken District	0.00	
Old Town District	4,227.97	
North Main District	0.00	
Roosevelt District	418,114.62	
Central Corridor District	<u>101,712.05</u>	
District Totals		\$589,532.73

CENTRAL CORRIDOR
Estimated Financial Breakdown
August 1, 2002 through July 31, 2003

INCOME:

Currently held (bank):	100,372.57
Currently held (Trustee)*:	6,241,245.27
Ross Park Pool Payment (due 10/02):	120,000.00
Estimated Tax Revenues (2003)**:	<u>2,863,733.04</u>

TOTAL INCOME: **\$9,325,350.88**

EXPENSES:

Debt Service Payments (8/1/02-7/31/03):	946,545.00
South Cliffs Project:	360,000.00
Remaining Payments on SS Project (I & II)***:	575,311.84
Remaining Owed on Cheyenne Crossing:	898,150.32
AMI Project:	<u>1,200,000.00</u>

TOTAL EXPENSES: **\$3,980,007.16**

+ 250
4,230,007.16

ESTIMATED BALANCE: **\$5,345,343.72**

* Fund balances as of 6/30/02.

** 3% increase of 2002 tax receipts.

*** Phase I: \$257,965.17, Phase II: \$317,346.67

Pocatello Development Authority
Cash Budget - 2002

	Actual January	Actual February	Actual March	Actual April	Actual May	Actual June	Actual July	Actual August	Estimated September	Estimated October	Estimated November	Estimated December	Current Estimate 2002	Approved 2002
Beginning Balance	\$437,260.09	\$1,062,556.26	\$1,095,462.46	\$617,692.04	\$757,041.98	\$770,420.90	\$767,999.09	\$2,943,348.44	\$589,532.73	\$590,885.73	\$709,113.73	\$713,508.73	\$422,060.09	\$416,250.13
SOURCES OF FUNDS														
Kress District	2,280.44	0.00	0.00	0.00	0.00	0.00	3,166.93	0.00	0.00	0.00	0.00	0.00	\$5,447.37	\$5,473.00
Newtown District	23,750.03	25.55	1,289.05	0.00	0.00	175.43	33,744.67	0.00	0.00	0.00	0.00	0.00	\$58,984.73	\$56,000.00
Al Ricken Drive District	390,155.58	0.00	0.00	89.86	0.00	31,587.48	1,849,455.01	0.00	0.00	0.00	0.00	0.00	\$2,071,287.91	\$2,071,285.00
Old Town District	1,484.56	6,189.04	13,282.54	7,160.46	5,052.58	26,922.28	143,639.26	4,227.97	0.00	0.00	0.00	0.00	\$207,958.69	\$193,000.00
North Main District	34,082.22	0.00	22,829.01	0.00	0.00	0.00	55,730.28	0.00	0.00	0.00	0.00	0.00	\$112,841.51	\$133,737.00
Roosevelt District	172,825.41	845.14	5,421.16	16.68	1,031.70	46,912.69	147,228.52	0.00	0.00	0.00	0.00	0.00	\$374,279.40	\$364,338.00
Central Corridor District	4,485.15	27,838.33	81.43	139,184.72	10,675.04	3,733.90	147,679.90	17,145.55	0.00	120,000.00	0.00	0.00	\$470,824.02	\$483,491.00
General Funds	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,542.00	0.00	\$2,542.00	\$2,542.00
Interest Income	1,119.00	987.71	1,756.28	1,829.32	1,291.08	1,400.94	1,380.11	1,403.01	1,500.00	1,500.00	2,000.00	2,000.00	\$18,167.45	\$30,000.00
TOTAL	690,182.39	35,885.77	44,659.47	148,281.04	18,050.40	110,732.70	2,182,022.78	22,776.53	1,500.00	121,500.00	4,542.00	2,000.00	\$3,322,133.08	\$3,339,866.00
CASH AVAILABLE	\$1,067,442.48	\$1,098,442.03	\$1,140,121.93	\$765,973.08	\$775,092.38	\$881,153.60	\$2,950,021.87	\$2,966,124.97	\$591,032.73	\$712,385.73	\$713,655.73	\$715,508.73	\$3,744,193.17	\$3,766,116.13
APPLICATION OF FUNDS														
Kress District	0.00	2,760.41	0.00	0.00	0.00	0.00	0.00	3,166.93	0.00	0.00	0.00	0.00	\$5,927.34	\$5,473.00
Newtown District	0.00	0.00	23,897.31	0.00	0.00	0.00	35,209.15	0.00	0.00	0.00	0.00	0.00	\$59,106.46	\$56,000.00
Al Ricken Drive District	0.00	0.00	390,155.58	0.00	0.00	0.00	0.00	1,681,132.33	0.00	0.00	0.00	0.00	\$2,071,287.91	\$2,415,302.88
Old Town District	0.00	0.00	15,867.42	0.00	0.00	0.00	0.00	196,057.12	0.00	0.00	0.00	0.00	\$211,924.54	\$193,000.00
North Main District	0.00	0.00	34,082.22	0.00	0.00	0.00	0.00	78,559.29	0.00	0.00	0.00	0.00	\$112,841.51	\$82,333.00
Roosevelt District	1,610.00	0.00	5,400.00	5,700.00	4,530.00	0.00	0.00	6,054.90	0.00	0.00	0.00	182,169.00	\$205,483.90	\$267,539.00
Central Corridor	0.00	0.00	52,866.77	0.00	0.00	112,991.56	0.00	376,277.94	0.00	0.00	0.00	0.00	\$542,136.27	\$363,491.00
General Funds	3,229.98	171.31	113.15	3,171.66	94.23	115.81	6,626.18	87.14	90.00	3,215.00	90.00	90.00	\$17,094.46	\$13,580.00
Bank Charges	46.24	47.85	47.44	59.44	47.25	47.14	47.25	47.44	57.00	57.00	57.00	57.00	\$618.05	\$684.00
TOTAL	4,866.22	2,979.57	522,429.89	8,931.10	4,671.46	113,154.51	6,673.43	2,376,592.24	147.00	3,272.00	147.00	182,316.00	\$3,226,200.44	\$3,397,402.88
ENDING BALANCE	\$1,062,556.26	\$1,095,462.46	\$617,692.04	\$757,041.98	\$770,420.90	\$767,999.09	\$2,943,348.44	\$589,532.73	\$590,885.73	\$709,113.73	\$713,508.73	\$633,192.73	\$517,992.73	\$368,713.25

August 14, 2002

Kendall Lovell
HK Contractors
P.O. Box 51450
Idaho Falls, ID 83405

Subject: Pocatello Stormwater Improvements Phases I & II,
Project No. 00033/02034 & 01023/02045

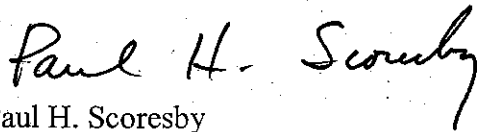
Dear Kendall:

This letter is to inform you that according to your phase I contract, your final completion date was July 6, 2002. Your final completion date for phase II was August 11, 2002. Please complete the punch lists for these projects immediately. We expect you to complete all outstanding punch list items and submit for final payment on both projects by August 25, 2002. Please notify us when you have completed all the punch list items so we can approve your final pay request. We would like to have your final pay request for both projects submitted for approval at the September 10, 2002 PDA meeting.

Today at the PDA meeting the board reaffirmed that if DEQ did not give a ruling regarding the pressure testing issue that relieves the 80 psi hydrostatic test requirement on the PVC pipe in the approved specifications the owner stands ready to insist that HK honor their contractual requirements to perform the said test.

Please call if you have any questions.

Sincerely,



Paul H. Scoresby

Cc: Cac Turner, e-mail & U.S. mail
Charlene DeWall, e-mail & U.S. mail
Harry Neuhardt, e-mail & U.S. mail
Mayor Roger Chase, e-mail & U.S. mail
Curt Neville, e-mail
Greg Lanning, e-mail

Rocky Mountain Engineering and Surveying

Standard Contract Agreement

Contract #1

#1

Client / Owner: ~~City of Pocatello~~ ^{DEVELOPMENT AUTHORITY} Project Name: Roosevelt LID
Address: P.O. Box 4169, Pocatello, ID 83205
Phone: 208-234-6184 RME Project Number: 21347

Rocky Mountain Engineering and Surveying ("Engineer") has entered into this written agreement with the City of Pocatello ("Client/Owner") to provide engineering services for Field Assessments, Preliminary Concept Plans and a Public Information Meeting for the Roosevelt LID(project).

Client/Owner agrees that Rocky Mountain Engineering and Surveying will perform the following services, which are part of the Contract Agreement identified above. The services covered by this contract will be performed within the terms and conditions stated herein, together with any attachments or schedules. This contract, when signed by both parties, shall become effective immediately, and supersedes all prior agreements or understandings regarding this project. This contract may only be changed by written amendment executed by both parties.

SCOPE OF SERVICES

The scope of service is described Items 1.A., 1.B.1-1.B.3. and item 1.B.5. in the attached July 9,2001, "Scope of Services" spreadsheet. The City of Pocatello shall provide GIS Mapping and digital Ortho-photos of the project area. The city shall also provide assistance in the site assessments and LID project scoping.

COMPENSATION

Compensation for the work shall be a Lump Sum (total of \$18,600.00). The fee for or the scope of work shall not change without prior written authorization from Client/Owner.

TIME OF COMPLETION

The Consultant's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the project

GENERAL TERMS AND CONDITIONS

Terms and Conditions are set forth on page 2 of this contract.

The parties hereto execute this contract effective as of the date shown above.

Client / Owner

RMES

By:

Way P. Mendenhall

By:

Matthew Owen

Title:

VICE CHAIRMAN

Title:

Owner

Date:

8/29/01

Date:

August 10, 2001

ROCKY MOUNTAIN ENGINEERING AND SURVEYING

Contract Terms and Conditions

I. COMPENSATION

The Client / Owner agrees to pay, and Engineer agrees to accept compensation in accordance with the contract to which these terms are a part. Payment shall be made the 15th of each month to the Engineer for work completed during the preceding month provided Engineer's invoice is received by Client/ Owner by the fourth Monday of the prior month. Payments not made by the 15th of will be assessed a finance charge of 1-1/2% per month on all unpaid account balances. Engineer will stop work on the project should two consecutive payments be missed.

II. OWNERSHIP OF DOCUMENTS

Engineer shall deliver copies of reports, specifications and drawings prepared under the terms of this contract to the owner. If drawings are prepared they shall remain the joint property of the Engineer and Client/Owner. Originals of design and study notes, calculations, correspondence, and similar material shall be maintained by Engineer but made available to the owner upon request.

III. CONFIDENTIALITY

Engineer agrees that this contract and work performed hereunder shall be confidential. Engineer's personnel shall not disclose any information to any party other than Client / Owner or individuals designated by Client / Owner concerning the site or project, including the nature or results of the work performed.

IV. JOBSITE CONDITIONS

Client / Owner shall furnish or make available to Engineer such documents and information that relate to the identity, location, quantity, nature or characteristics of any hazardous materials at, on, or under the site.

V. STANDARD OF CARE.

Engineer shall perform its services with standard of care, diligence, and skill ordinarily exercised by members of the consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, expressed or implied, under this agreement.

VII. LIENS

Client / Owner will promptly pay for all services, labor, materials, and equipment used or employed by Engineer in the Scope of Services. Upon Client / Owners request, and payment in full to Engineer, Engineer will furnish Client / Owner with lien waivers and releases or other reasonable evidence that all services, labor, materials and equipment have been paid in full.

VIII. ASSIGNMENT

The Engineer may not assign this contract without the prior written consent of Client / Owner.

IX. LIMITATION OF LIABILITY

The Client / Owner agrees to limit the liability of Engineer to the client, owner, construction contractors subcontractors, and others on this project arising from errors and omission of Engineer such that the total liability of Engineer shall not exceed the total amount of this agreement. The Engineer and Owner waive consequential damages for claims, disputes, or other matters in question arising out of or relating to this agreement.

XIII. TERMINATION

Either Client / Owner or Engineer may terminate all or part of this contract for reasonable cause. In such event Engineer shall be compensated for all services competently performed up to the date of termination, plus reasonable termination expenses. Engineer will not be compensated for profit on services not performed.

Roosevelt Neighborhood Curb, Gutter and Sidewalk LID Project
Proposed Scope of Work- 7/09/01

Task	Description	Total Man Hours	Project Manager	Design Engineer	Engineer Technician	Drafting	Clerical	Survey	Other
1.0	Project Planning and Development								
1.A	<i>Preliminary Project Meetings/ Scoping</i>	12	8	2	2	0	0	0	
1.B	<i>Conceptual Plans and LID Concept</i>								
1.B.1	Field Surveys and Site Assessments (1)	80	40	24	16	0	0	0	
1.B.2	Update Base Mapping	64	8	8	24	24	0	0	
1.B.3	Develop Conceptual Project Plans	184	8	16	80	80	0	0	
1.B.4	Develop Preliminary LID petitions	96	16	40	16	0	24	0	
1.B.5	Hold Preliminary Public Info Meeting	32	8	8	0	16	0	0	
1.B.5	Revise Conceptual Plans	42	2	8	16	16	0	0	
1.B.6	Compile Comments/ Develop Review Packets	34	2	8	8	0	16	0	
1.C	<i>Finalize LID Petitions</i>								
1.C.1	City Council Work Session	14	3	3	0	6	2	0	
1.C.2	LID Petition Revision	34	2	8	4	4	16	0	
1.C.3	Circulate Petitions (2)	14	2	4	0	0	8	0	
1.C.4	Public Coordination	22	10	10	0	0	2	0	
1.C.5	LID Hearing and Approval	36	6	6	8	8	8	0	
	Project Percentage	0.32							
2.0	Project Design								
2.A	<i>Complete Design Surveys</i>								
2.A.1	Develop Control Network	38	2	2	8	0	0	16	10
2.A.2	Topographical Surveys	84	2	2	0	0	0	64	16
2.A.3	Video and Photo Documentation	16	0	6	6	0	4	0	0
2.B	<i>Final Designs</i>								
2.B.1	Analyze gutter slopes and cross slopes	36	4	8	24	0	0	0	0
2.B.2	Drainage Analysis	20	2	8	6	4	0	0	0

BLANK IV DAY ESTIMATE

Task	Description	Total Man Hours	Project Manager	Design Engineer	Engineer Technician	Drafting	Clerical	Survey	
2.B.3	Utility Relocations and Adjustments	22	2	4	8	0	8	0	0
2.B.4	Traffic Control Concepts	42	2	8	24	8	0	0	0
2.B.5	Geotechnical Investigations (3)	82	2	16	40	8	0	16	0
2.C	Final Plans and Specifications								
2.C.1	Curb, Gutter and Sidewalk Plans	120	4	12	88	16	0	0	0
2.C.2	Construction Details	45	1	4	8	32	0	0	0
2.C.3	Traffic Control Plans	44	4	8	24	8	0	0	0
2.C.4	Drainage and SWPP Plans	24	2	4	0	16	2	0	0
2.C.5	Utility Coordination	20	2	6	8	4	0	0	0
2.C.3	Meet with Affected Property Owners	76	40	16	8	8	4	0	0
2.C.4	Construction Specifications and Provisions	44	24	8	0	4	8	0	0
2.C.5	Engineer's Estimate	20	8	0	4	0	8	0	0
2.D	Design Reviews								
2.E	Project Bidding	24	8	8	4	4	0	0	0
2.E.1	Create Bidding Documents	21	1	4	0	0	16	0	0
2.E.2	Advertisements	11	1	2	0	0	8	0	0
2.E.3	Pre-Bid Meeting	8	3	3	0	0	2	0	0
2.E.4	Bid Addenda and Coordination	12	2	8	0	0	2	0	0
2.E.4	Bid Summaries and Council Award	6	2	4	0	0	0	0	0
	Project Percentage	0.39							
3.0	Construction Services								
3.A	Contractor Bid Awards								
3.A.1	Review Contracts, Shop Drawings, Etc...	3	1	2	0	0	0	0	0
3.A.2	Review Contract Schedules and Sequencing	8	4	4	0	0	0	0	0
3.A.3	Public Information Meeting	18	4	4	4	0	6	0	0
3.B	Construction Staking								
3.B.1	Provide Horizontal and Vertical Control for Improv.	102	2	4	0	0	0	88	8
3.C	Construction Inspection and Management								
3.C.1	Perform Project Inspections	120	8	16	80	0	16	0	0
3.C.2	Administer Contract (pay req., change orders)	24	16	4	4	0	0	0	0

BLANK 1 DAY ESTIMATE

Task	Description	Total Man Hours	Project Manager	Design Engineer	Engineer Technician	Drafting	Clerical	Survey	Other
3.C.3	Progress meetings and prepare press releases	20	6	6	0	0	8	0	
3.C.4	Final Inspection, Punch List and Closeout	14	4	6	2	0	2	0	
3.C.5	Materials Testing	132	16	0	100	0	16	0	
	Project Percentage	0.21							
4.0 Project Closeout Phase									
4.A LID Closeout									
4.A.1	Summarize Costs and Prepare Final Assessments	32	16	8	0	0	8	0	0
4.A.2	Final Assesment Public Hearing	20	4	4	0	8	4	0	0
4.A.3	Prepare and Certify Final Assessment	24	16	8	0	0	0	0	0
4.B Prepare Record Drawings									
4.B.1	Summarize Contractor Notations	27	1	2	8	16	0	0	0
4.B.2	Summarize Inspection Notes	27	1	2	8	16	0	0	0
4.C Warranty Inspections									
4.D.1	One Year Inspection	8	4	4	0	0	0	0	0
4.D.2	Contractor Coordination	10	2	8	0	0	0	0	0
	Project Percentage	0.07							
TOTAL MAN HOURS			338	368	640	306	198	184	34
	Project Manager	338	\$50		\$16,900				
	Design Engineer	368	\$50		\$18,400				
	Engineering Technician	640	\$50		\$32,000				
	Drafting	306	\$50		\$15,300				
	Clerical	198	\$25		\$4,950				
	Survey Crew	184	\$80		\$14,720				
	Land Surveyor	34	\$50		\$1,700				
		2068			\$103,970				



155 South 2nd Avenue
Pocatello, ID 83201
(208) 234-0110

460 Lincoln Street
Suite C
American Falls, ID 83211

INVOICE

Customer

Name City of Pocatello Attn Tim Tingey
Address P.O. Box 4169
City Pocatello State ID ZIP 83205-4169
Project: Roosevelt LID

Date 08/24/2001
Invoice No. 97919

Qty	Description	Unit Price	TOTAL
0.8	80% Field Survey and Site Assessments	\$4,000.00	\$3,200.00
0.5	50% Base Mapping	\$3,200.00	\$1,600.00
0.2	20% Conceptual Project Plans	\$9,200.00	\$1,840.00

TOTAL \$6,640.00

WORK SUMMARY

[Empty box for work summary]

Terms: Net 15

Payment to be made within fifteen days of receipt of this invoice. Finance charges of one and one-half percent per month will be added to all unpaid balances.

We appreciate the opportunity to work for you on this project.



155 South 2nd Avenue
Pocatello, ID 83201
(208) 234-0110

460 Lincoln Street
Suite C
American Falls, ID 83211

INVOICE

Customer

Name City of Pocatello Attn: Tim Tingey
Address P.O. Box 4169
City Pocatello State ID ZIP 83205
Project: Roosevelt LID

Date 09/25/2001
Invoice No. 97943

Qty	Description	Unit Price	TOTAL
0.2	Field Survey and Site Assessments (100%)	\$4,000.00	\$800.00
0.35	Base Mapping (85%)	\$3,200.00	\$1,120.00
0.3	Develop Conceptual Project Plans	\$9,200.00	\$2,760.00
0.1	Preliminary Public Information	\$2,100.00	\$210.00

TOTAL \$4,890.00

WORK SUMMARY

[Empty box for work summary]

Terms: Net 15

Payment to be made within fifteen days of receipt of this invoice. Finance charges of one and one-half percent per month will be added to all unpaid balances.

We appreciate the opportunity to work for you on this project.



155 South 2nd Avenue
Pocatello, ID 83201
(208) 234-0110

460 Lincoln Street
Suite C
American Falls, ID 83211

INVOICE

Customer

Name City of Pocatello Attn: Tim Tingey
Address P.O. Box 4169
City Pocatello State ID ZIP 83205
Project: Roosevelt LID

Date 11/15/2001
Invoice No. 97987

Qty	Description	Unit Price	TOTAL
0.15	Base Mapping (100%)	\$3,200.00	\$480.00
0.45	Develop Conceptual Project Plans	\$9,200.00	\$4,140.00
0.4	Public Information Process	\$2,100.00	\$840.00

TOTAL \$5,460.00

WORK SUMMARY

[Empty box for work summary]

Terms: Net 15

Payment to be made within fifteen days of receipt of this invoice. Finance charges of one and one-half percent per month will be added to all unpaid balances.

We appreciate the opportunity to work for you on this project.



155 South 2nd Avenue
Pocatello, ID 83201
(208) 234-0110

460 Lincoln Street
Suite C
American Falls, ID 83211

INVOICE

Customer

Name City of Pocatello Attn Tim Tingey
Address P.O. Box 4169
City Pocatello State ID _____ ZIP 83205-4169
Project: Roosevelt LID

Date 01/02/2002
Invoice No. 98022

Qty	Description	Unit Price	TOTAL
1	100 % Complete on Phase I Contract	\$1,610.00	\$1,610.00

TOTAL | **\$1,610.00**

WORK SUMMARY

Terms: Net 15

Payment to be made within fifteen days of receipt of this invoice. Finance charges of one and one-half percent per month will be added to all unpaid balances.

We appreciate the opportunity to work for you on this project.

Rocky Mountain Engineering and Surveying

Standard Contract Agreement

Design
Project #2
#2

Client / Owner: Pocatello Dev. Authority
Address: P.O. Box 4169, Pocatello, ID 83205
Phone: 208-234-6184

Project Name: Roosevelt LID

RME Project Number: 21347

Date: January 14, 2002

Rocky Mountain Engineering and Surveying ("Engineer") has entered into this written agreement with the Pocatello Development Authority ("Client/Owner") to provide engineering services for **Project Design** on the Roosevelt- Alameda curb, gutter and sidewalk improvement project (project).

Client/Owner agrees that Rocky Mountain Engineering and Surveying will perform the services as detailed in the attached scope of work, which are part of the Contract Agreement identified above. The services covered by this contract will be performed within the terms and conditions stated herein, together with any attachments or schedules. This contract, when signed by both parties, shall become effective immediately, and supersedes all prior agreements or understandings regarding this project. This contract may only be changed by written amendment executed by both parties.

SCOPE OF SERVICES

The scope of service is described as Project Design in Items 2.A- 2.D in the attached January 8, 2001, "Scope of Services" spreadsheet. Only the work detailed in said items will be performed. Additional work shall be authorized only by written addendum to this contract and shall be performed at a rate of \$50.00 per man-hour. The City of Pocatello shall provide GIS Mapping and digital Ortho-photos of the project area and Surveying Project Control throughout the project area on City GIS horizontal and vertical basis pursuant to City policy.

COMPENSATION

Compensation for the work shall be a Lump Sum (total of \$58,470.00) based on the scope of work. The fee for or the scope of work shall not change without prior written authorization from Client/Owner.

TIME OF COMPLETION

The Consultant's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the project

GENERAL TERMS AND CONDITIONS

Terms and Conditions are set forth on page 3 of this contract.

The parties hereto execute this contract effective as of the date shown above.

Client / Owner

By: Ray P. Mubert

Title: Chairman

Date: 2-12-02

RMES

By: Mitchell Auer

Title: Owner

Date: Jan 22, 2002

ROCKY MOUNTAIN ENGINEERING AND SURVEYING

Contract Terms and Conditions

I. COMPENSATION

The Client / Owner agrees to pay, and Engineer agrees to accept compensation in accordance with the contract to which these terms are a part. Payment shall be made the 15th of each month to the Engineer for work completed during the preceding month provided Engineer's invoice is received by Client/ Owner by the fourth Monday of the prior month. Payments not made by the 15th will be assessed a finance charge of 1-1/2% per month on all unpaid account balances. Engineer will stop work on the project should two consecutive payments be missed.

II. OWNERSHIP OF DOCUMENTS

Engineer shall deliver copies of reports, specifications and drawings prepared under the terms of this contract to the owner. If drawings are prepared they shall remain the joint property of the Engineer and Client/Owner. Originals of design and study notes, calculations, correspondence, and similar material shall be maintained by Engineer but made available to the owner upon request.

III. CONFIDENTIALITY

Engineer agrees that this contract and work performed hereunder shall be confidential. Engineer's personnel shall not disclose any information to any party other than Client / Owner or individuals designated by Client / Owner concerning the site or project, including the nature or results of the work performed.

IV. JOBSITE CONDITIONS

Client / Owner shall furnish or make available to Engineer such documents and information that relate to the identity, location, quantity, nature or characteristics of any hazardous materials at, on, or under the site.

V. STANDARD OF CARE.

Engineer shall perform it's services with standard of care, diligence, and skill ordinarily exercised by members of the consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, expressed or implied, under this agreement.

VII. LIENS

Client / Owner will promptly pay for all services, labor, materials, and equipment used or employed by Engineer in the Scope of Services. Upon Client / Owners request, and payment in full to Engineer, Engineer will furnish Client / Owner with lien waivers and releases or other reasonable evidence that all services, labor, materials and equipment have been paid in full.

VIII. ASSIGNMENT

The Engineer may not assign this contract without the prior written consent of Client / Owner.

IX. LIMITATION OF LIABILITY

The Client / Owner agrees to limit the liability of Engineer to the client, owner, construction contractors subcontractors, and others on this project arising from errors and omission of Engineer such that the total liability of Engineer shall not exceed the total amount of this agreement. The Engineer and Owner waive consequential damages for claims, disputes, or other matters in question arising out of or relating to this agreement.

XIII. TERMINATION

Either Client / Owner or Engineer may terminate all or part of this contract for reasonable cause. In such event Engineer shall be compensated for all services competently performed up to the date of termination, plus reasonable termination expenses. Engineer will not be compensated for profit on services not performed.

XIV. INDEPENDENT CONTRACTOR

It is understood by the parties that Engineer is an independent contractor and as such neither it, nor its employees, if any, are employees of the City for the purposes of tax, retirement system, or social security (FICA) withholding. It is further understood that the Engineer has obtained, and will maintain at its expense for the duration of this Agreement, statutory workers' compensation coverage, employer's liability and comprehensive general liability insurance coverage for its principals and employees for the services to be performed hereunder. The comprehensive general liability insurance shall have

minimum limit of five hundred thousand dollars (\$500,000) per claim, and one million dollars (\$1,000,000) aggregate.

XV. INDEMNITY

Engineer agrees to save and hold harmless the City from any and every claim, demand, right or cause of action, property damage, personal injury, costs, loss of service, expenses of any kind, and any compensation whatsoever which might arise out of Engineer or Engineer's employees' performance of services as set forth herein.

City agrees to save and hold harmless the Engineer from any and every claim, etc., which might arise out of City's employees' investigation and work regarding this contract.

XVI. NOTICES

Any notice required to be given to either party hereto shall be in writing and, except as otherwise required by the terms hereof, shall be sent by certified mail, return receipt requested with postage and fees prepaid and shall be deemed to be effective when deposited in the United States mail with sufficient postage and addressed to the business address of the recipient, or such other address as either party shall hereafter furnish to the other.

XVII. JURISDICTION

Any civil action arising from this Agreement shall be brought in the courts of the County of Bannock, State of Idaho. This Agreement shall be governed by and interpreted under the laws of the State of Idaho.

XVIII. LEGAL FEES

In the event either party incurs legal expenses to enforce the terms and conditions of this Agreement, the prevailing party is entitled to recover reasonable attorney's fees and costs and expenses, whether the same are incurred with or without suit.

XIX. LICENSES AND LAW

Engineer represents that he possess the skill and experience necessary and all licenses required to perform the services under this agreement. Engineer further agrees to comply with all applicable laws in the performance of the services hereunder.

Alameda/ Roosevelt Neighborhood									
Curb, Gutter and Sidewalk Improvement Project									
Scope of Services- 01/08/02									
Task	Description	Total Man Hours	Project Manager	Design Engineer	Engineer Technician	Drafting	Clerical	Survey Crew	Land Surveyor
2.0	Project Design								
2.A	Complete Design Surveys								
2.A.1	Develop Control Network (4)	76	2	8	16	0	0	40	10
2.A.2	Topographical Surveys	128	4	8	0	0	0	100	16
2.A.3	Photo Documentation- organize	32	0	20	8	0	4	0	0
2.A.4	Modify concept plans based on surveys	65	0	12	0	48	0	0	5
2.B	Final Designs								
2.B.1	Analyze gutter slopes and cross slopes	108	4	24	80	0	0	0	0
2.B.2	Drainage Analysis	28	2	16	6	4	0	0	0
2.B.3	Utility Relocations and Adjustments	26	2	4	16	0	4	0	0
2.B.4	Traffic Control Concepts	42	2	8	24	8	0	0	0
2.B.5	Geotechnical Investigations (2)	74	2	16	40	8	0	8	0
2.C	Final Plans and Specifications								
2.C.1	Curb, Gutter and Sidewalk Plans	182	4	40	130	8	0	0	0
2.C.2	Construction Details	45	1	4	8	32	0	0	0
2.C.3	Traffic Control Plans (5)	44	4	8	24	8	0	0	0
2.C.4	Drainage and SWPP Plans	34	2	6	0	24	2	0	0
2.C.5	Utility Coordination	18	2	8	6	2	0	0	0
2.C.3	Meet with Affected Property Owners (8)	76	40	16	8	8	4	0	0
2.C.4	Construction Specifications and Provisions	44	24	8	0	4	8	0	0
2.C.5	Engineer's Estimate	20	8	0	4	0	8	0	0
2.D	Design Reviews	24	8	8	4	4	0	0	0
	Total Manhours- Design		111	214	374	158	30	148	31

Task	Description	Total Man Hours	Project Manager	Design Engineer	Engineer Technician	Drafting	Clerical	Survey Crew	Land Surveyor
	TOTAL MAN HOURS	1066	111	214	374	158	30	148	31
	FINAL DESIGN MANHOURS- (2.A.- 2.D.)								
	Project Manager	111	\$50		\$5,550				
	Design Engineer	214	\$50		\$10,700				
	Engineering Technician	374	\$50		\$18,700				
	Drafting	158	\$50		\$7,900				
	Clerical	30	\$25		\$750				
	Survey Crew	148	\$90		\$13,320				
	Land Surveyor	31	\$50		\$1,550				
		1066			\$58,470				
	1. Will require a representative from the engineering departement full time during assessments. 2. Estimated to include some geotechnical testing, minor amount as required to facilitate design 3. Contractor will be responsible for materials testing certifications on the project. 4. City Surveyor shall provide RMES with control coordinates, elevations and locations within the project area of all avail. City control. 5. RMES will prepare traffic control concepts, contractor shall submit detailed plans for approval by Engineer. 6. RMES will prepare advertisement, City responsible for official advertisement costs. 7. RMES is not intending full time inspection. We are intending this to be a cooperative effort between RMES and the City. 8. The City will need to assist in aquiring easements, etc... if required for the construction project. 9. Contractor may have to supplement proposed staking, RMES will provide up to 2 weeks of const. control staking.								

Alameda/ Roosevelt Neighborhood									
Curb, Gutter and Sidewalk Improvement Project									
Scope of Services- 01/08/02									
Task	Description	Total Man Hours	Project Manager	Design Engineer	Engineer Technician	Drafting	Clerical	Survey Crew	Land Surveyor
2.0	Project Design								
2.A	Complete Design Surveys								
2.A.1	Develop Control Network (4)	76	2	8	16	0	0	40	10
2.A.2	Topographical Surveys	128	4	8	0	0	0	100	16
2.A.3	Photo Documentation- organize	32	0	20	8	0	4	0	0
2.A.4	Modify concept plans based on surveys	65	0	12	0	48	0	0	5
2.B	Final Designs								
2.B.1	Analyze gutter slopes and cross slopes	108	4	24	80	0	0	0	0
2.B.2	Drainage Analysis	28	2	16	6	4	0	0	0
2.B.3	Utility Relocations and Adjustments	26	2	4	16	0	4	0	0
2.B.4	Traffic Control Concepts	42	2	8	24	8	0	0	0
2.B.5	Geotechnical Investigations (2)	74	2	16	40	8	0	8	0
2.C	Final Plans and Specifications								
2.C.1	Curb, Gutter and Sidewalk Plans	182	4	40	130	8	0	0	0
2.C.2	Construction Details	45	1	4	8	32	0	0	0
2.C.3	Traffic Control Plans (5)	44	4	8	24	8	0	0	0
2.C.4	Drainage and SWPP Plans	34	2	6	0	24	2	0	0
2.C.5	Utility Coordination	18	2	8	6	2	0	0	0
2.C.3	Meet with Affected Property Owners (8)	76	40	16	8	8	4	0	0
2.C.4	Construction Specifications and Provisions	44	24	8	0	4	8	0	0
2.C.5	Engineer's Estimate	20	8	0	4	0	8	0	0
2.D	Design Reviews								
	Total Manhours- Design		111	214	374	158	30	148	31

MAN HOURS ESTIMATE

Task	Description	Total Man Hours	Project Manager	Design Engineer	Engineer Technician	Drafting	Clerical	Survey Crew	Land Surveyor
	TOTAL MAN HOURS	1066	111	214	374	158	30	148	31
	FINAL DESIGN MANHOURS- (2.A.- 2.D.)								
	Project Manager	111	\$50		\$5,550				
	Design Engineer	214	\$50		\$10,700				
	Engineering Technician	374	\$50		\$18,700				
	Drafting	158	\$50		\$7,900				
	Clerical	30	\$25		\$750				
	Survey Crew	148	\$90		\$13,320				
	Land Surveyor	31	\$50		\$1,550				
		1066			\$58,470				
	<ol style="list-style-type: none"> 1. Will require a representative from the engineering department full time during assessments. 2. Estimated to include some geotechnical testing, minor amount as required to facilitate design 3. Contractor will be responsible for materials testing certifications on the project. 4. City Surveyor shall provide RMES with control coordinates, elevations and locations within the project area of all avail. City control. 5. RMES will prepare traffic control concepts, contractor shall submit detailed plans for approval by Engineer. 6. RMES will prepare advertisement, City responsible for official advertisement costs. 7. RMES is not intending full time inspection. We are intending this to be a cooperative effort between RMES and the City. 8. The City will need to assist in acquiring easements, etc... if required for the construction project. 9. Contractor may have to supplement proposed staking, RMES will provide up to 2 weeks of const. control staking. 								

Contract # Z



155 South 2nd Avenue
Pocatello, ID 83201
(208) 234-0110

460 Lincoln Street
Suite C
American Falls, ID 83211

INVOICE

Customer

Name	City of Pocatello Attn Tim Tingey		
Address	P.O. Box 4169		
City	Pocatello	State ID	ZIP 83205-4169
Project:	Roosevelt LID		

Date	02/18/2002
Invoice No.	98065

Qty	Description	Unit Price	TOTAL
8	Develop control network	\$50.00	\$400.00
32	Develop photo documentation and organize	\$50.00	\$1,600.00
24	Concept plan modifications	\$50.00	\$1,200.00
30	Curb, gutter and sidewalk plans	\$50.00	\$1,500.00
10	Construction details	\$50.00	\$500.00
2	Drainage cross slopes	\$50.00	\$100.00
2	Utility coordination	\$50.00	\$100.00

TOTAL	\$5,400.00
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WORK SUMMARY

Terms: Net 15

Payment to be made within fifteen days of receipt of this invoice. Finance charges of one and one-half percent per month will be added to all unpaid balances.

We appreciate the opportunity to work for you on this project.

Contract # 2



155 South 2nd Avenue
Pocatello, ID 83201
(208) 234-0110

460 Lincoln Street
Suite C
American Falls, ID 83211

INVOICE

Customer

Name City of Pocatello Attn Tim Tingey
 Address P.O. Box 4169
 City Pocatello State ID ZIP 83205-4169
 Project: Roosevelt LID # 21347

Date 03/26/2002
 Invoice No. 98086

Qty	Description	Unit Price	TOTAL
24	Develop Control Network	\$90.00	\$2,160.00
16	Topographical Survey-south blocks	\$90.00	\$1,440.00
18	Concept plan modifications	\$50.00	\$900.00
24	construction Plans-South blocks	\$50.00	\$1,200.00

TOTAL	\$5,700.00
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WORK SUMMARY

Terms: Net 15

Payment to be made within fifteen days of receipt of this invoice. Finance charges of one and one-half percent per month will be added to all unpaid balances.

We appreciate the opportunity to work for you on this project.



155 South 2nd Avenue
 Pocatello, ID 83201
 (208) 234-0110

460 Lincoln Street
 Suite C
 American Falls, ID 83211

Contract # Z

INVOICE

Customer

Name City of Pocatello Attn Tim Tingey
 Address P.O. Box 4169
 City Pocatello State ID ZIP 83205-4169
 Project: Roosevelt LID # 21347

Date 04/24/2002

Invoice No. 98114

Qty	Description	Unit Price	TOTAL
45	Construction Plans-South blocks	\$50.00	\$2,250.00
12	Survey crew, control network, misc survey	\$90.00	\$1,080.00
24	Analyze Grades	\$50.00	\$1,200.00

TOTAL \$4,530.00

WORK SUMMARY

Terms: Net 15

Payment to be made within fifteen days of receipt of this invoice. Finance charges of one and one-half percent per month will be added to all unpaid balances.

We appreciate the opportunity to work for you on this project.



155 South 2nd Avenue
Pocatello, ID 83201
(208) 234-0110

460 Lincoln Street
Suite C
American Falls, ID 83211

Contract # 2

INVOICE

Customer

Name City of Pocatello Attn Tim Tingey
Address P.O. Box 4169
City Pocatello State ID ZIP 83205-4169
Project: Roosevelt LID # 21347

Date 08/02/2002

Invoice No. 98202

Qty	Description	Unit Price	TOTAL
✓ 75	Engineering Plans and designs	\$50.00	\$3,750.00
✓ 6	Survey crew - Topographical surveys	\$90.00	\$540.00
✓ 24	Specifications - Phase 1	\$50.00	\$1,200.00
8	P.E. Review and Management	\$50.00	\$400.00

TOTAL \$5,890.00

WORK SUMMARY

[Empty box for work summary]

Terms: Net 15

Payment to be made within fifteen days of receipt of this invoice. Finance charges of one and one-half percent per month will be added to all unpaid balances.

We appreciate the opportunity to work for you on this project.



155 South 2nd Avenue
Pocatello, ID 83201
(208) 234-0110

460 Lincoln Street
Suite C
American Falls, ID 83211

Contract # Z
+ EXTRA
WORK
(BID = CONT. #3)

INVOICE

Customer

Name City of Pocatello Attn Tim Tingey
Address P.O. Box 4169
City Pocatello State ID ZIP 83205-4169
Project: Roosevelt Alameda Neighborhood

Date 09/10/2002
Invoice No. 98229

Qty	Description	Unit Price	TOTAL
✓ 32	Miscellaneous plans and revision	\$50.00	\$1,600.00
✓ 40	Project Bid Specifications, Bid Coordination	\$50.00	\$2,000.00
6	Public Meeting, Bid Opening, PDA Meeting	\$50.00	\$300.00
✓ 10	Right-of-Entry Coordination, Common Cents Meetings	\$50.00	\$500.00

TOTAL \$4,400.00

WORK SUMMARY

[Empty box for work summary]

Terms: Net 15

Payment to be made within fifteen days of receipt of this invoice. Finance charges of one and one-half percent per month will be added to all unpaid balances.

We appreciate the opportunity to work for you on this project.



155 South 2nd Avenue
Pocatello, ID 83201
(208) 234-0110

460 Lincoln Street
Suite C
American Falls, ID 83211

CONTRACT # 2

INVOICE

Customer

Name City of Pocatello. Attn Tim Tingey
Address P.O. Box 4169
City Pocatello State ID ZIP 83205-4169
Project: Roosevelt Alameda Neighborhood

Date 11/11/2002
Invoice No. 98285

Qty	Description	Unit Price	TOTAL
86	Construction Design, South Half of Project	\$50.00	\$4,300.00
8	Design & control surveys	\$90.00	\$720.00

TOTAL \$5,020.00

WORK SUMMARY

[Empty box for work summary]

Terms: Net 15

Payment to be made within fifteen days of receipt of this invoice. Finance charges of one and one-half percent per month will be added to all unpaid balances.

We appreciate the opportunity to work for you on this project.

**Pocatello Storm Water Improvements
Halliday Street Phase II Construction
August 2002 Progress Report**

Owner: Pocatello Development Authority
Engineer: Schiess & Associates
General Contractor: HK Contractors Inc.
Report No. 5 (Work through August, 2002)

Bids Opened:	Feb. 28, 2002
Notice to Proceed:	May 20, 2002
Original Contract Time (days):	90
Original Substantial Completion Date:	Aug. 17, 2002
Approved Time Extensions (days):	0
Actual Substantial Completion Date:	July 12, 2002
Current Final Completion Date:	August 11, 2002
Contract Time Elapsed Since Substantial Completion	100%
Original Contract Amount:	\$433,679.50
Approved Change Order Amount:	\$10,396.28
Total Change Order, % of Original Contract:	2.4%
Current Contract Amount:	\$444,075.78
Amount Earned	\$420,459.48
Percent of Contract Earned	95 %
Final Contract Cost	\$420,459.48

The Final Contract Cost is less than the Contract Amount because of quantity under-runs. See next page for Contractor pay request and change order time and cost summary.

The Contractor is mobilizing to complete the DEQ mandated hydrostatic pressure test on the PVC storm drain pipe. Final payment should occur after this test is completed.

**Cadet Field Diversion
 Schiess & Associates Project Numbers 01023/02021/02045
 Monthly Report**

Contractor Time and Cost Summary

Contractor: HK
 Notice to Proceed Date: May 20, 2002

Change Order Data

	Contract Amount	Cumulative Contract Amount	Contract Time (Days)	Cumulative Contract Time (Days)	Substantial Completion End Day	Final Completion End Day
Original Contract	\$433,679.50	\$433,679.50	90	90	8/17/02	9/16/02
Change Order 1	(\$3,100.00)	\$430,579.50	0	90	8/17/02	9/16/02
Change Order 2	\$13,496.28	\$444,075.78	0	90	8/17/02	9/16/02
Actual Substantial Completion Day					7/12/02	
Actual Final Completion Day						8/11/02
Total Change Order	\$10,396.28		0			

Pay Request Data

Pay Request No.	Date	Gross Amount Earned	Cumulative Retainage Amount	Amount Due	Cumulative Amount Due
1	6/20/02	\$321,780.70	\$16,089.04	\$305,691.67	\$305,691.67
Final	9/3/02	\$420,459.48	\$0.00	\$114,767.81	\$420,459.48

**Pocatello Storm Water Improvements
Halliday Street Phase I Construction**

August 2002 Progress Report

Owner: Pocatello Development Authority
Engineer: Schiess & Associates
General Contractor: HK Contractors Inc.
Report No. 12 (Work through August, 2002)

Bids Opened: May 3, 2001
Notice to Proceed: June 11, 2001
Original Contract Time (days): 210
Original Contract Completion Date: January 7, 2001
Approved Time Extensions (days): 140
Substantial Completion Date Achieved by Contractor: May 16, 2002
Final Completion Date: July 6, 2002
Contract Time Elapsed: 100 %
Original Contract Amount: \$4,460,913.28
Approved Change Order: \$518,935.07
Total Change Order, % of Original Contract: 11.6 %
Current Contract Amount: \$4,979,848.35
*Estimated Amount Earned: \$5,161,001.83
*Estimated Percent of Contract Earned: 103.6 %
Estimated Total Contract Cost to Finish Project: \$5,165,020.83

*The overage amount determined as the difference between the Current Contract Amount and the Percent of Contract Earned is a result of quantity overruns on the original estimated quantities.

See next page for Contractor pay request and change order time and cost summary.

Pocatello Stormwater Improvements, Phase I
Schiess & Associates Project Numbers 00033/01029/02034

Contractor Time and Cost Summary

Contractor: HK

Notice to Proceed: June 11, 2001

Change Order Data

	Contract Amount	Cumulative Contract Amount	Contract Time (Days)	Cumulative Contract Time (Days)	Substantial Completion End Day	Final Completion End Day
Original Contract	\$4,460,913.28	\$4,460,913.28	210	210	1/7/02	2/6/02
Change Order 1	\$1,133.80	\$4,462,047.08	7	217	1/14/02	2/13/02
Change Order 2	\$474,754.07	\$4,936,801.15	7	224	1/21/02	2/20/02
Change Order 3	\$16,956.93	\$4,953,758.08	7	231	1/28/02	2/27/02
Change Order 4	\$12,196.27	\$4,965,954.35	0	231	1/28/02	2/27/02
Change Order 5	\$10,992.99	\$4,976,947.34	119	350	5/27/02	6/26/02
Actual Substantial Completion Day					5/16/02	
Contractual time allowed between substantial completion and final completion is 30 days.						
			30	30	NA	6/15/02
Change Order 6	\$2,901.01	\$4,979,848.35	21	51	NA	7/6/02
Total Change Order	\$518,935.07					

Pay Request Data

Pay Request No.	Date	Gross Amount Earned	Cumulative Retainage Amount	Amount Due	Cumulative Amount Due
1	6/25/01	\$176,305.48	\$8,815.27	\$167,490.21	\$167,490.21
2	7/25/01	\$728,755.63	\$36,437.78	\$524,827.64	\$692,317.85
3	8/25/01	\$1,310,029.07	\$65,501.45	\$552,209.77	\$1,244,527.62
4	9/25/01	\$2,149,451.77	\$107,472.59	\$797,451.57	\$2,041,979.19
5	10/25/01	\$3,014,087.52	\$150,704.38	\$821,403.95	\$2,863,383.14
6	12/7/01	\$3,607,465.74	\$180,373.29	\$554,582.24	\$3,417,965.38
7	2/25/02	\$4,347,293.85	\$217,364.69	\$711,963.78	\$4,129,929.16
8	3/25/02	\$4,687,288.47	\$234,364.42	\$322,994.89	\$4,452,924.05
9	4/25/02	\$4,844,961.46	\$242,248.07	\$149,789.34	\$4,602,713.39
10	6/11/02	\$5,116,503.75	\$255,825.19	\$257,965.17	\$4,860,678.56
Final*	9/6/02	\$5,165,020.83	\$0.00	\$304,342.27	\$5,165,020.83

*Final pay request is still under review by Engineer. The Contractor has not replaced the survey monuments. The monument work and final payment should be readied for PDA review and approval for October board meeting.