

**POCATELLO DEVELOPMENT AUTHORITY**  
**Board of Commissioners Meeting**  
**June 15, 2005**  
**11:00 a.m.**

**City Hall**  
**911 North 7<sup>th</sup> 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 May 18, 2005 – Motion to Approve and/or Amend
- ✓ Financial Report: May Income and Expenses
- ✓ Central Corridor
  - Downtown Reinvestment: Consider Approving Pay Request #E-69
- Roosevelt
  - Consideration of Bid
- North Yellowstone Urban Renewal Area:
  - Rail Crossings Economic Development Grant Agreement
  - Consider Approving Pay Request #15
- Miscellaneous Items/Questions from Commissioners

**Executive Session if Required**

**DISTRICT ENDING BALANCES**  
**May 31, 2005**

<b>Bank Balance</b>		<b>\$736,442.82</b>
General Fund	28,872.07	
Discretionary Funds	466,035.21	
Kress Project	37.10	
Newtown District	0.00	
Alvin Ricken District	0.00	
Old Town District	0.00	
North Main District	0.00	
Roosevelt District	241,498.44	
Central Corridor District	0.00	
North Yellowstone District	0.00	
	<hr/>	
<b>District Totals</b>		<b>\$736,442.82</b>

**POCATELLO DEVELOPMENT AUTHORITY**

**May 2005**

**INCOME:**

Board Disc:	\$240,000.00 (Pool Payments)
Interest Income:	\$821.94

**EXPENSES:**

Newtown:	\$255.07 (Transfer to RAF)
Old Town:	\$5,890.81 (Transfer to RAF)
Roosevelt:	\$174.25 (Advertisemnt for Bids)
Central Corridor:	\$2,099.47 (Transfer to RAF)
General Funds	\$3,413.87 (Deaton & Co-Audit)
	\$103.56 (PDA Lunch)
	\$10.58 (PDA Lunch)

**POCATELLO DEVELOPMENT AUTHORITY**

**REVENUE ALLOCATION (TAX INCREMENT) BONDS, 2004 SERIES A**

**REQUISITION PURSUANT TO BOND ORDINANCE**

Wells Fargo Bank  
MAC U1859-031  
999 Main Street, 3<sup>rd</sup> Floor  
Boise, Idaho 83702  
Attn: Corporate Trust Services

The undersigned, who is authorized to make such request under Section 11 of the Bond Ordinance, dated as of December 8, 2004, between First Security Bank, N.A. ("Trustee") and the Pocatello Development Authority (the "Agency"), hereby requests the above Trustee as follows:

1. Requisition Number: 15
2. Payment is due to: Hawkins Companies LLC
3. The amount to be disbursed is: \$237,289.67
4. The obligation mentioned above for which payment is requested in this Requisition is due, is a proper charge against the Construction Fund and has not been previously paid from said Fund or from the proceeds of the Bonds.
5. All of this requested payment is for the items on the attached Schedule, which are costs of acquisition and construction or costs of issuing the Bonds.

Attachments: See Attached Schedule of Costs to Requisition

DATED: June 15, 2005

**POCATELLO DEVELOPMENT AUTHORITY**

\_\_\_\_\_  
Authorized Representative

**CITY OF POCATELLO**

\_\_\_\_\_  
Authorized Representative

Terms used herein shall be as defined in the Bond Ordinance.

**SCHEDULE OF COSTS TO REQUISITION  
CERTIFICATE NO. 15**

<u>Description of Costs</u>	<u>Payee and Location</u>	<u>Amount</u> SD
Pocatello Square Off-Site Road Work Invoice 203	Hawkins Companies LLC 8645 W Franklin Rd. Boise ID 83709	\$237,289.67

The above are to be paid upon receipt by Trustee of an invoice therefor.

VENDOR	LAND ACQUISITION	YELLOWSTONE IMPROVEMENTS	DRY UTILITIES*	ENGINEERING/SURVEY
Drs Anderson & Merry	71,500.00			
Charlotte Whitworth	2,005.00			
Bannock County Assessor	8,944.42			
Kalley Real Estate Appraisers	9,000.00			
First American Title Co	51,457.79			
First American Title Co	(18.42)			
Rocky Mountain Engineering				112,889.46
Hawley Troxell	3,875.55			
Trevison	363,965.38			
Hawkins Companies LLC				
Idaho Power			348,203.00	
QWEST			12,569.00	
Intermountain Gas			23,333.48	
Rocky Mountain Engineering				47,236.25
Strata				
South Landscaping				
TDA Environmental Inc				
Mickelsen Construction				
5% Overhead				

TOTAL EXPENDITURES	510,729.72	0.00	384,105.48	160
TOTAL PROJECT BUDGET	600,000.00	500,000.00	485,000.00	1
TOTAL REMAINING	89,270.28	500,000.00	100,894.52	89,874.29

\* DRY UTILITIES SPECIFIC BUDGETS

Idaho Power			350,000.00
QWEST			75,000.00
Intermountain Gas			35,000.00
Cable			25,000.00

TOTAL OVERALL BUDGET	6,000,000.00
TO DATE EXPENDITURES	2,544,523.87
TOTAL REMAINING	3,455,476.13

- Adjustments made per accounting department at Hawkins Companies:
- 1 Rocky Mountain Engineering--Added \$8950 (Invoice 203)
  - 2 Strata--Added \$1,347.50 (Invoice 203)
  - 3 Mickelsen Construction--Added \$213,692.66 (Invoice 203-Application 4)
  - 4 Overhead--Added \$11,299.51 (Invoice 203)
  - 5 TDA Environmental--Added \$2,000 (Invoice 203)

# QUARRY-NORTH YELLOWSTONE PROJECT

June 2, 2005

TESTING/ INSPECTION	CONSULTING FEES	INTEREST EXPENSE	MANAGE- MENT	CONST. CONTING.	CONSTRUCTION BID	OVERALL PROJECT CONTING.
	Asbestos & Landscaping					
	10,818.50		96,847.31		1,354,881.78	
	2	3,160.00	4		3	
		2,355.37				
		21,500.00				
1d, 65,000.00	27,015.37	0.00	96,847.31	0.00	1,354,881.78	0.00
	50,000.00	20,000.00	260,000.00	446,000.00	3,124,793.00	199,207.00
54,181.50	22,984.63	20,000.00	163,152.69	446,000.00	1,769,911.22	199,207.00

**INVOICE**

Pocatello Development Authority  
 Attention: Ms. Sari David  
 1651 Alvin Ricken Drive  
 Pocatello, ID 83201

Date 6/2/2005

Description	Total
<b>Pocatello Square Off-Site Road Work; Pocatello, ID Project Billing</b>	
Mickelsen Construction - Application 4 <i>Off-Site Road Work</i>	\$ 213,692.66
Rocky Mountain Engineering & Surveying - Invoice 2005193 <i>Project Inspections, Coordination, Management and Staking</i>	8,950.00
Strata Inc. - Invoice P050170-IN <i>Construction Materials Testing</i>	857.50
Strata Inc. - Invoice P050204-IN <i>Construction Materials Testing</i>	490.00
TDA Environmental <i>Asbestos Abatement</i>	2,000.00
5% Overhead Fee	11,299.51
PLEASE INDICATE INVOICE NUMBER ON YOUR CHECK	
<b>TOTAL</b>	<b>\$ 237,289.67</b>

	Entity	Acct #
<b>Pocatello Square Off-Site Road Work; Pocatello, ID Project Billing</b>		
CR Account No.:	64600	152900
DR Account No.:	64600	120800
A/R DEPOSIT -	64600	120800

Original: Customer Yellow: Requesting Department Pink: A/R



Hawkins Companies LLC  
488 W. Franklin  
Boise, Id

Project: 1935  
Pocatello Square Subdivision

Application No.: 4  
Period to: 5/25/2005  
Project Nos.:

Distribution to:  
 Owner  
 Architect  
 Contractor

From Contractor: Mickelsen Const. Via Architect:  
Box 429, Blackfoot Id. 83221

Contract Date:

Contract for:

### Contractor's Application for payment

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

1. Original Contract Sum.....	\$3,124,742.86
2. Net change by Change Orders.....	\$ 19,861.53
3. Contract Sum To Date.....	\$3,144,404.39
4. Total Completed & Stored to Date.....	\$1,426,191.35
<small>(Column G on G703)</small>	
5. Retainage:	
a. 5 % of Completed Work	\$71,309.57
<small>(Columns D + E on G703)</small>	
b. 5 % of Stored Material	\$0.00
<small>(Column F on G703)</small>	
Total Retainage (Line 5a + 5b or Total in Column I of G703).....	\$71,309.57
6. Total Earned Less Retainage.....	\$1,354,881.78
<small>(Line 4 less Line 5 Total)</small>	
7. Less Previous Certificates For Payment <small>(Line 6 from prior Certificate).....</small>	\$1,141,189.12
8. Current Payment Due.....	\$213,692.66
9. Balance To Finish, including Retainage <small>(Line 3 less Line 8)</small>	\$1,718,213.04

Change Order Summary	Additions	Deductions
Total changes approved in previous months by Owner	\$ 8,693.22	
Total approved this month	\$10,968.31	
TOTALS	\$ 19,861.53	
Total Changes by Change Order	\$ 19,861.53	

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.

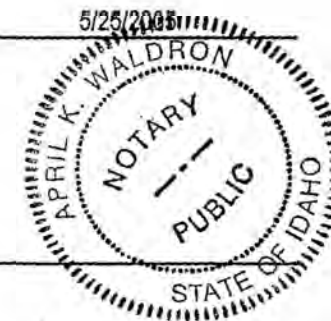
Contractor: Mickelsen Construction

By: *[Signature]* Date: 5/25/2005

State of: IDAHO  
County of: BINGHAM  
Subscribed and sworn to before me this

26<sup>th</sup> day of MAY, 2005

Notary Public: *[Signature]*  
My Commission expires: 4/7/11



### Architect's Certificate for Payment

In accordance with the Contract Documents, based on on-site observation and the data comprising this 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.

Amount Certified..... \$ 213,692.66

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the continuation sheet that are changed to conform to the amount certified.)

ARCHITECT:

By: \_\_\_\_\_ Date: \_\_\_\_\_

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.

APPROVED  
*[Signature]*  
HAWKINS COMPANIES

APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.  
 In tabulations below, amounts are stated to the nearest dollar.  
 Use Column I on Contracts where variable retainage for line items may apply.

A ITEM #	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)		H BALANCE TO FINISH (C-G)	I RETAINAGE 5%
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		% (G/C)			
	Misc Demo	\$ 145,095.23	\$122,737.50	\$0.00	\$0.00	\$122,737.50	85%	\$22,357.73	\$6,136.88
	Clear & grub	\$ 56,622.32	\$53,791.29	\$0.00	\$0.00	\$53,791.29	95%	\$2,831.03	\$2,689.56
	Excavation	\$ 51,660.00	\$46,446.00	\$0.00	\$0.00	\$46,446.00	90%	\$5,214.00	\$2,322.30
	Water for Dust Control	\$ 8,136.22	\$1,627.24	\$813.62	\$0.00	\$2,440.86	30%	\$5,695.36	\$122.04
	12" Class 50 Water line	\$ 206,850.00	\$171,441.45	\$27,134.55	\$0.00	\$198,576.00	96%	\$8,274.00	\$9,928.80
	8" Clas 50 Water line	\$ 98,016.25	\$91,999.32	\$1,960.32	\$0.00	\$93,959.64	96%	\$4,056.61	\$4,697.98
	12" Class 50 Water line Gate Valves	\$ 19,739.16	\$19,739.16	\$0.00	\$0.00	\$19,739.16	100%	\$0.00	\$986.96
	8" Water line Gate Valve	\$ 27,284.67	\$8,451.35	\$8,439.16	\$0.00	\$16,890.51	62%	\$10,394.16	\$844.53
	Install Fire Hydraults	\$ 46,587.45	\$23,950.60	\$17,978.10	\$0.00	\$41,928.70	90%	\$4,658.75	\$2,096.44
	8" SDR 35 PVC Sewer 2190 If	\$ 122,061.00	\$119,928.44	\$0.00	\$0.00	\$119,928.44	98%	\$2,132.56	\$5,996.42
	8" SDR 35 PVC Sewer for furture	\$ 30,019.00	\$15,057.52	\$0.00	\$0.00	\$15,057.52	50%	\$14,961.48	\$752.88
	Sewer Mnaholes	\$ 50,878.17	\$46,838.93	\$4,039.24	\$0.00	\$50,878.17	100%	\$0.00	\$2,543.91
	12" Storm Sewer	\$ 60,752.50	\$35,843.60	\$13,973.45	\$0.00	\$49,817.05	82%	\$10,935.45	\$2,490.85
	6" Storm Sewer	\$ 5,913.75	\$851.16	\$0.00	\$0.00	\$851.16	14%	\$5,062.59	\$42.56
	Storm Manholes	\$ 43,973.20	\$30,781.24	\$8,794.56	\$0.00	\$39,575.80	90%	\$4,397.40	\$1,978.79
	60" Storm Sewer Manholes	\$ 9,294.18	\$5,225.79	\$2,519.36	\$0.00	\$7,745.15	83%	\$1,549.03	\$387.26
	48" Catch Basins	\$ 5,196.16	\$5,196.16	\$0.00	\$0.00	\$5,196.16	100%	\$0.00	\$259.81
	30" Round Inlets	\$ 22,236.66	\$10,706.54	\$6,918.07	\$0.00	\$17,624.61	79%	\$4,612.05	\$881.23
	Sand & Grease Traps	\$ 27,446.88	\$18,297.92	\$4,574.48	\$0.00	\$22,872.40	83%	\$4,574.48	\$1,143.62
	Infiltration System	\$ 226,920.00	\$197,375.63	\$14,792.18	\$0.00	\$212,167.81	93%	\$14,752.19	\$10,608.39
	Curb & Gutter	\$ 97,240.50	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$97,240.50	\$0.00
	4" Rolled Curb	\$ 21,087.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$21,087.00	\$0.00
	Valley Gutter	\$ 64,787.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$64,787.00	\$0.00
	5' Wide Sidewalk	\$ 126,327.50	\$126,327.50	\$0.00	\$0.00	\$126,327.50	0%	\$126,327.50	\$0.00
	Stamped Concrete	\$ 63,997.50	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$63,997.50	\$0.00
	Pavement Patch	\$ 6,030.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$6,030.00	\$0.00
	Pavement Section	\$ 412,764.00	\$0.00	\$41,276.40	\$0.00	\$41,276.40	10%	\$371,487.60	\$2,063.82
	Roadway Geotextile	\$ 25,960.00	\$23,436.60	\$0.00	\$0.00	\$23,436.60	90%	\$2,523.40	\$1,171.83
	Temp Berms	\$ 16,900.00	\$11,830.00	\$1,690.00	\$0.00	\$13,520.00	80%	\$3,380.00	\$676.00
	Stabilized construction Entrance	\$ 4,018.04	\$0.00	\$1,004.51	\$0.00	\$1,004.51	25%	\$3,013.53	\$50.23
	Silt Fence Barrier	\$ 3,045.00	\$2,283.75	\$0.00	\$0.00	\$2,283.75	75%	\$761.25	\$114.19
	Traffic Signals	\$ 506,000.00	\$0.00	\$10,315.50	\$0.00	\$10,315.50	2%	\$495,684.50	\$515.78
	Street light in Roundabout	\$ 41,400.00	\$0.00	\$0.00	\$17,320.41	\$17,320.41	42%	\$24,079.59	\$866.02
	Construction traffic control	\$ 98,890.00	\$4,500.00	\$19,778.00	\$0.00	\$24,278.00	25%	\$74,612.00	\$1,213.90
	Pavement lines White	\$ 807.50	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$807.50	\$0.00
	ement lines Yellow	\$ 1,797.75	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$1,797.75	\$0.00
	ermo Palstic Pavement markings	\$ 26,989.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$26,989.00	\$0.00
	irffic signs	\$ 151.20	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$151.20	\$0.00
	Revegetation	\$ 814.02	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$814.02	\$0.00
	Mobilization	\$ 103,085.20	\$69,951.30	\$10,308.50	\$0.00	\$80,259.80	78%	\$22,825.40	\$4,012.99
	Survey Monument Vault	\$ 1,606.74	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$1,606.74	\$0.00
	Materials Testing	\$ 16,795.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$16,795.00	\$0.00
	Project Bonding	\$ 48,255.93	\$48,255.93	\$0.00	\$0.00	\$48,255.93	100%	\$0.00	\$2,412.80
	Construction Permits	\$ 5,536.80	\$5,271.60	\$0.00	\$0.00	\$5,271.60	95%	\$265.20	\$263.58
	Erosion Control Maintenance	\$ 1,704.65	\$742.46	\$340.93	\$0.00	\$1,083.39	64%	\$621.26	\$54.17
	Landscape	\$ 164,069.73	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$164,069.73	\$0.00
	Change order #1	\$8,693.22	\$8,693.22	\$0.00		\$8,693.22		\$0.00	\$434.66
	Change order #2								
	a. Relocate Hydraulnt & Place 3 new valves	\$9,364.90		\$9,364.90		\$9,364.90	100%		\$468.25
	b. Remove old Hydraulnt & repair Leak on Bullock	\$856.70		\$856.70		\$856.70	100%		\$42.84
	c. Abandon Well & sump on Lou	\$746.71		\$746.71		\$746.71	100%		\$37.34
	<b>ORIGINAL CONTRACT</b>	\$ 3,124,742.86	\$1,201,251.70	\$207,619.24	\$17,320.41	\$1,426,191.35		\$1,718,213.0	\$71,309.57


**\*\* INVOICE \*\***

INVOICE DATE	INVOICE NUMBER
05/19/05	81877824.005
REMIT TO:	PAGE NO.
Electrical Wholesale Supply P.O. BOX 2228 IDAHO FALLS, ID 83405-1228 208-523-2800	1

ELECTRICAL WHOLESALE SUPPLY CO., INC  
3140 MCNEIL DRIVE  
IDAHO FALLS ID 83402  
208-523-2800 Fax 208-523-6573

BILL TO:  
SKYVIEW ELECTRIC INC.  
4003 PROFESSIONAL WAY SUITE B  
P O BOX 2228  
IDAHO FALLS, ID 83403-2228

SHIP TO:  
SKYVIEW ELECTRIC INC.  
C/O POCATELLO SQUARE  
(ADDRESS TO FOLLOW ON RELEASE)  
POCATELLO, ID 83202

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	REFERENCE NUMBER	SALESPERSON			
8970	5017 Pct POCATELLO SQUARE					
WRITER	SHIP VIA	TERMS	SHIP DATE	ORDER DATE		
WITSTE	DIRECT SHIPMENT	Pass thru	05/19/05	11/29/04		
DESCRIPTION	ORDER QTY	SHIP QTY	UM	DISC	NET UNIT PRICE	NET AMOUNT
^LOT FIXTURES	1	1		0.0	6797.170	6797.1
This Lot Consists of the following:						
Shp Qty Description						
-----						
1 SGRT70 J4 HMSC POLE						
						
<b>POSTPAID</b> BY DATE 3592 5/23/05						

Subtotal	6797.17
S&H CHGS	0.00
Sales Tax	407.83
<b>Amount Due</b>	<b>7205.00</b>

Payable by 10th of month following purchases. FINANCE CHARGE OF 1.75%/mo, which is 21%/yr.  
A FEE of 1.75% (min \$1.00) will be assessed on all past due accounts. Purchaser agrees to pay all reasonable attorney's fees and / or all court and collection costs incurred in settlement.

**\*\* INVOICE \*\***

INVOICE DATE	INVOICE NUMBER
05/10/05	S1877824.003
REMIT TO:	PAGE NO.
Electrical Wholesale Supply P.O. BOX 51980 IDAHO FALLS, ID 83405-1980 208-523-2901	1

ELECTRICAL WHOLESALE SUPPLY CO., INC  
3140 MCNEIL DRIVE  
IDAHO FALLS ID 83402  
208-523-2800 Fax 208-523-6573

BILL TO:  
SKYVIEW ELECTRIC INC.  
4003 PROFESSIONAL WAY SUITE B  
P O BOX 2228  
IDAHO FALLS, ID 83403-2228

SHIP TO:  
SKYVIEW ELECTRIC INC.  
C/O POCATELLO SQUARE  
(ADDRESS TO FOLLOW ON RELEASE)  
POCATELLO, ID 83202

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	REFERENCE NUMBER				SALESPERSON	
8970	5017-PC3 POCATELLO SQUARE						
WRITER	SHIP VIA	TERMS				SHIP DATE	ORDER DATE
WITSTE	DIRECT SHIPMENT	Pass thru				05/10/05	11/29/04
DESCRIPTION		ORDER QTY	SHIP QTY	UM	DISC	NET UNIT PRICE	NET AMOUNT
^LOT FIXTURES		1	1		0.0	9542.840	9542.8
This Lot Consists of the following:							
Shp Qty Description							
-----							
4 HMSCC10MHMTC9 S64468							
FIXTURES W/ LAMPS							
1 05104HC1MA070A 09249 TOP							
UNIT W/ WINCH							
1 LD PORTABLE MOTOR							
<b>POSTED</b>							
BY 3487							
DATE 5/12/05							
						Subtotal	9542.84
						S&H CHGS	0.00
						Sales Tax	572.57
						Amount Due	10115.41

Pay by 15th of month following purchases. FINANCE CHARGE OF 1.75%/mo, which is 21%/yr.  
of 1.75% (min \$1.00) will be assessed on all past due accounts. Purchaser agrees  
to pay all reasonable attorney's fees and / or all court and collection costs incurred  
to reach settlement.

WORK CHANGE DIRECTIVE

No. 2

DATE OF ISSUANCE 2-17-05 EFFECTIVE DATE 5-26-05

OWNER Hawkins Companies

CONTRACTOR Mickelson Construction

Contract: \_\_\_\_\_

Project: Pocatello Square Subdivison

OWNER's Contract No. \_\_\_\_\_ ENGINEER's Project No. 04014

You are directed to proceed promptly with the following change(s):

- Description: a. Relocate Hydrant & place 3 new valves at start of Bullock Street.
- b. Remove old hydrant & repair leak on Bullock.
- c. Abandon well & sump on Lue.

Purpose of Work Change Directive:

- a. Accommodate future tie to existing water.
- b. Repair leak in existing waterline.
- c. Abandon existing well & sump in R.O.W.

Attachments: (List documents supporting change)

If OWNER or CONTRACTOR believe that the above change has affected Contract Price any Claim for a Change Order based thereon will involve one or more of the following methods as defined in the Contract Documents.

Method of determining change in Contract Price:

- Lump Sum
  - a. \$9,364.90
  - b. \$856.70
  - c. \$746.71

Estimated increase (Increase) in Contract Price:  
\$ 10,968.31

If the change involves an increase, the estimated amount is not to be exceeded without further authorization.

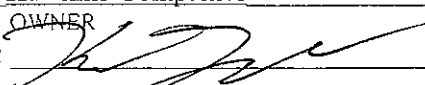
AUTHORIZED:

\_\_\_\_\_  
CITY  
By:

RECOMMENDED:

AUTHORIZED:

\_\_\_\_\_  
ENGINEER  
By: \_\_\_\_\_

\_\_\_\_\_  
Hawkins Companies  
OWNER  
By: 

EJCDC No. 1910-8-F (1996 Edition)

Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America and the Construction Specifications Institute.

# WORK CHANGE DIRECTIVE

## INSTRUCTIONS

---

### A. GENERAL INFORMATION

This document was developed for use in situations involving changes in the Work which, if not processed expeditiously, might delay the Project. These changes are often initiated in the field and may affect the Contract Price or the Contract Times. This is not a Change Order, but only a directive to proceed with Work that may be included in a subsequent Change Order.

For supplemental instructions and minor changes not involving a change in the Contract Price or the Contract Times a Field Order should be used.

### B. COMPLETING THE WORK CHANGE DIRECTIVE FORM

Engineer initiates the form, including a description of the items involved and attachments.

Based on conversations between Engineer and Contractor, Engineer completes the following:

METHOD OF DETERMINING CHANGE, IF ANY, IN CONTRACT PRICE: Mark the method to be used in determining the final cost of Work involved and the estimated net effect on the Contract Price. If the change involves an increase in the Contract Price and the estimated amount is approached before the additional or changed Work is completed, another Work Change Directive must be issued to change the estimated price or Contractor may stop the changed Work when the estimated time is reached. If the Work Change Directive is not likely to change the Contract Price, the space for estimated increase (decrease) should be marked "Not Applicable".

Once Engineer has completed and signed the form, all copies should be sent to Owner for authorization because Engineer alone does not have authority to authorize changes in Price or Times. Once authorized by Owner, a copy should be sent by Engineer to Contractor. Price and Times may only be changed by Change Order signed by Owner and Contractor with Engineer's recommendation.

Paragraph 10.03.A.2 of the General Conditions requires that a Change Order be initiated and processed to cover any undisputed sum or amount of time for Work actually performed pursuant to this Work Change Directive.

Once the Work covered by this directive is completed or final cost and times are determined, Contractor should submit documentation for inclusion in a Change Order.

**THIS IS A DIRECTIVE TO PROCEED WITH A CHANGE THAT MAY AFFECT THE CONTRACT PRICE OR CONTRACT TIMES. A CHANGE ORDER, IF ANY, SHOULD BE CONSIDERED PROMPTLY.**

# APPLICATION FOR PAYMENT

## Pocatello Square Subdivision

Page 1 of 2

Monthly Estimate No. 4

Job No. 04041

	Amount
Contract Amount .....	<u>\$3,124,742.86</u>
Amount of Approved Extra Work (CHANGE ORDER 1) .....	<u>\$8,693.22</u>
(Change order #2)	
a. Relocate Hydrant & Place 3 new valves	\$9,364.90
b. Remove old Hydrant & Repair leak on Bullock	\$856.70
c. Abandon Well & Sump on Lue	\$746.71
Total Contract .....	<u>\$3,144,404.39</u>
Work Completed Through <u>25-May-05</u> .....	<u>\$1,408,870.94</u>
Materials Stored On-Site This Period .....	<u>\$17,320.41</u>
Total Earned To Date .....	<u>\$1,426,191.35</u>
Less 5% Retainage .....	<u>\$71,309.57</u>
Net Amount Due .....	<u>\$1,354,881.78</u>
Less Previous Payment .....	<u>\$1,141,189.12</u>
Balance Due this Payment .....	<u>\$213,692.66</u>

\*\*\*\*\*

I certify that the estimates contained in this Monthly Estimate represent the true and correct amount of work performed or materials supplied for the period indicated.

DATE: \_\_\_\_\_

ROCKY MOUNTAIN ENGINEERING & SURVEYING, L.L.C.

BY:

\_\_\_\_\_  
(J. Mitchell Greer, P.E.)

Date: 4/28/05

Job Number: ADDITIONAL WORK  
 Job Name: LOU STREET  
 Customer Number: \_\_\_\_\_  
 Customer Name: Hawkins  
 Job begin Date: 4/12/05 Job end Date: 4/13/05

Customer/Billing Address \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
**Att: Ken Tucker**

ITEM	DESCRIPTION OF WORK	UNIT BID COST	UNIT OF MEASURE	QUANTITY	UNIT PRICE	AMOUNT
<b>ABANDON WELL</b>						
	concrete	4/12/05	See Invoice	cy	1.00	71.94
	Rays pump service	4/12/05		ls	1.00	330.00
	Trackhoe to remove concrete	4/13/05		hr	1.00	100.00
	End dump Trucks	4/13/05		hr	1.00	66.00
<b>REMOVE SUMP</b>						
	Trackhoe to remove sump	4/12/05		hr	1.00	100.00
	End dump Trucks	4/12/05	1 TRUCKS	HR	1.00	66.00
					<b>SUBTOTAL</b>	<b>731.94</b>
					<b>BONDING</b>	<b>\$14.77</b>
					<b>TOTAL</b>	<b>746.71</b>



**INVOICE**  
**RAYS PUMP SERVICE**


3020 No. Rapid Creek Road  
Inkom, ID 83245

Norm Rogers  
Owner/Operator

(208) 233-3789

TO: Mickelsen Const.  
P.O. Box 429  
Blackfoot, ID 83221

DATE: 4/12/05  
PHONE: 289-0056  
Don Moore

	Pull old pump in highway right-of-way behind IHOP Restaurant	
	Pump - 89' deep and old windmill-type pump on 3" pipe with wood sucker rods; all pump equipment and pipe left on job site and well filled full of concrete and capped with concrete	
	Well 90' deep	
	Water 80' deep	
	3/4 yard concrete to fill well casing and 1/4 yard used to make concrete cap on top of casing	
		
	NORM ROGERS/OWNER	

**TERMS:** Accounts become past due 30 days after date of purchase. Past due accounts will be charged a minimum of .75 or 1 3/4% INTEREST PER MONTH (21% Annual Rate). Title to above listed merchandise shall remain with the seller until paid for. Purchaser agrees to pay all reasonable attorney fees and collection costs if seller deems it necessary to force collection of this account.

Received by: \_\_\_\_\_

No. 5940 P. 2

APR 18 2005 9:16AM MICKELSEN CONSTRUCTION

# Mickelsen Construction

Phone: 208-684-3803

Fax: 208-684-5058

74 N Pine St.  
P.O. Box 429  
Blackfoot, ID 83221

Date: 3/1/2005

<b>Submitted To:</b> City Of Pocatello	<b>Bid Title:</b> 10 " Water Ine Repair
<b>Address:</b> 911 N. 7Th Ave Pocatello, ID 83201	<b>Bid Number:</b> 1936
<b>Contact:</b>	<b>Project Location:</b> Bullock St. West Of FEDEX
<b>Phone:</b> _____ <b>Fax:</b> _____	<b>Project City, State:</b> Pocatello, ID
	<b>Engineer/Architect:</b>

Item No.	Item Description	Unit	Unit Price	Total Price
	Removal Of Leaking Fire Hydraulant At The Bullock Intersection And Repair 10" Water Line	LS	\$0.00	\$0.00
	10" MJ Slevs	EACH	\$137.41	\$274.82
	10" MJ acc pkg	EACH	\$31.26	\$125.04
	6' Ductile iron pipe	LF	\$27.66	\$165.96
	Backhoe and Operator	HR	\$61.38	\$214.83
	Laborer	HR	\$21.73	\$76.06
			<b>Total Bid Price:</b>	<b>\$856.71</b>

Notes: \* Note: Prices include 1.5% bonding

<b>ACCEPTED:</b> The above prices, specifications and conditions are satisfactory and are hereby accepted. Buyer _____ Signature _____ Date of Acceptance _____	<b>CONFIRMED:</b> <b>Mickelsen Construction</b> Authorized Signature: _____ Estimator: Don Moore
---	---

Pocatello Square Subdivision  
 Pay Application -RMES  
 5/31/2005

ISPE #	ITEM	UNIT	QUANTITY	Total Bid Price	Pay App. #1	Materials stored Applied For	Pay App. #2	Materials stored Applied For	Pay App. #3	Materials stored Applied For	Pay App. #4	Materials stored Applied For	Total Remaining	%Comp
<b>EARTHWORK</b>														
200	Misc. Demolition	L.S.	1	145,095.33	94,864.80	0.00	\$ 87,872.70						\$ 23,357.73	85%
201	Clear and Grub	AC	8	56,822.32	5,682.32	0.00	\$ 26,311.16		\$ 19,817.81				\$ 2,831.03	95%
202	Excavation and Embankment	C.Y.	10,250	51,860.00	10,970.14	0.00	\$ 30,309.86		\$ 5,166.00				\$ 5,214.00	96%
202-A	Water for Dust Abatement	L.S.	1	8,136.22	0	0.00	\$ 813.82		\$ 813.82		\$ 813.82		\$ 5,605.38	30%
<b>WATER</b>														
401-A	12" Class 50 Ductile Iron Water Line	L.F.	3750	208,850.00	116,309.20	103,539.80	\$ 12,851.10		\$ 42,481.15		\$ 27,134.55		\$ 8,274.00	96%
401-B	8" Class 50 Ductile Iron Water Line	L.F.	2375	98,018.25	51,701.10	34,762.35	\$ 5,893.00		\$ 34,855.22		\$ 1,980.32		\$ 4,066.61	96%
402-A	12" Resilient Seat Gate Valve	E.A.	8	10,739.16	8,952.55	4,745.85	\$ -		\$ 10,788.61		\$ -		\$ -	100%
402-B	8" Resilient Seat Gate Valve	E.A.	21	27,284.67	8,496.35	3,240.47	\$ 460.00		\$ 3,495.00		\$ 8,439.18		\$ 10,384.16	82%
403	Fire Hydrant	E.A.	15	46,587.45	19,810.00	17,231.30	\$ -		\$ 4,140.00		\$ 17,978.10		\$ 4,668.75	90%
<b>SEWER</b>														
501-A	8" SDR-35 PVC	L.F.	4350	122,091.00	48,473.19	14,317.15	\$ 54,147.75		\$ 17,307.50		\$ -		\$ 2,132.84	98%
501-B	8" SDR-35 PVC (FOR FUTURE DEVELOPMENT)	L.F.	1100	30,019.00	0	0.00	\$ -		\$ 15,037.52		\$ -		\$ 14,981.48	80%
502	4" Manholes	E.A.	21	50,876.17	35,846	27,361.50	\$ 4,886.35		\$ 6,107.08		\$ 4,039.24		\$ -	100%
<b>STORM WATER</b>														
601-A	12" HDPE Storm Line	L.F.	4750	60,752.50	20,793.83	20,793.83	\$ 4,489.27		\$ 10,560.50		\$ 13,973.45		\$ 10,935.46	82%
601-B	6" HDPE Storm Line	L.F.	475	5,613.75	851.16	851.16	\$ -		\$ -		\$ -		\$ 6,092.56	14%
602-A	48" Storm Sower Manhole	E.A.	20	43,973.20	3,374.70	3,374.70	\$ -		\$ 27,406.54		\$ 8,794.58		\$ 4,397.40	90%
602-B	60" Storm Sower Manhole	E.A.	6	9,294.18	2,162.75	2,162.75	\$ 2,796.43	\$ 970.33	\$ 286.61		\$ 2,510.36		\$ 1,540.03	83%
602-C	48" Catch Basin	E.A.	4	5,198.18	3,584.37	3,584.37	\$ -		\$ 1,611.79		\$ -		\$ -	100%
602-D	30" Round Inlet	E.A.	27	22,236.68	4,054.06	4,054.06	\$ 1,599.00		\$ 5,053.48		\$ 6,918.07		\$ 4,412.06	79%
605	Grease & Sand Trap	E.A.	5	27,444.88	8,144.00	8,144.00	\$ 7,579.47		\$ 4,574.45		\$ 4,574.48		\$ 4,574.48	83%
606	Infiltrator Systems	L.F.	9300	226,920.00	158,023.31	141,491.91	\$ 39,352.92		\$ -		\$ 14,792.18		\$ 14,792.18	93%
<b>CONCRETE</b>														
706-A	0" Vertical Curb and Gutter	L.F.	9450	97,240.50	0	0.00	\$ -		\$ -		\$ -		\$ 97,240.50	0%
706-B	4" Rolled Curb	L.F.	1485	21,087.00	0	0.00	\$ -		\$ -		\$ -		\$ 21,087.00	0%
706-C	Valley Gutter	S.F.	10300	84,787.00	0	0.00	\$ -		\$ -		\$ -		\$ 84,787.00	0%
706-D	5" Sidewalk	S.F.	43250	128,327.50	0	0.00	\$ -		\$ -		\$ -		\$ 128,327.50	0%
706-E	6" Thick Stamped Pattern Concrete	S.F.	4025	83,907.50	0	0.00	\$ -		\$ -		\$ -		\$ 83,907.50	0%
<b>ROADWAY</b>														
807-G	Pavement Patch	S.F.	4500	6,030.00	0	0.00	\$ -		\$ -		\$ -		\$ 6,030.00	0%
810	Plant Mix Asphalt Pavement Section	S.F.	259800	412,784.00	0	0.00	\$ -		\$ -		\$ 41,278.40		\$ 371,487.60	10%
810-C	Roadway Geotextile	S.F.	259800	25,980.00	0	0.00	\$ 23,436.80	\$ 23,436.80	\$ -		\$ -		\$ 2,523.40	90%
<b>MISC.</b>														
1002-C	Temporary Berm Ponds	L.F.	2500	16,000.00	10,140.00	0.00	\$ 1,800.00		\$ 1,800.00		\$ -		\$ 3,360.00	60%
1002-E	Stabilized Construction Entrance	E.A.	2	4,018.04	0	0.00	\$ -		\$ -		\$ 1,004.51		\$ 3,013.53	26%
1005	SR Fence	L.F.	2100	3,045.00	0	0.00	\$ 2,283.75		\$ -		\$ -		\$ 761.25	75%
1101	Traffic Signals	L.S.	1	509,000.00	0	0.00	\$ -		\$ -		\$ 10,315.50		\$ 498,684.50	2%
1102	Street Light	E.A.	1	41,400.00	0	0.00	\$ -		\$ -		\$ 17,320.41	\$ 17,320.41	\$ 24,079.59	42%
1103	Construction Traffic Control	L.S.	1	98,890.00	0	0.00	\$ -		\$ 4,500.00		\$ 10,778.00		\$ 74,612.00	26%
1104A	Pavement Line Paint (White)	L.F.	4750	807.50	0	0.00	\$ -		\$ -		\$ -		\$ 807.50	0%
1104B	Pavement Line Paint (Yellow)	L.F.	18575	1,797.75	0	0.00	\$ -		\$ -		\$ -		\$ 1,797.75	0%
1104C	Thermoplastic Pavement Markings	S.F.	3425	28,989.00	0	0.00	\$ -		\$ -		\$ -		\$ 28,989.00	0%
1105-A	Traffic Signs	E.A.	48	151.20	0	0.00	\$ -		\$ -		\$ -		\$ 151.20	0%
1300	Revegetation	AC	7.3	814.02	0	0.00	\$ -		\$ -		\$ -		\$ 814.02	0%
2010	Mobilization	L.S.	1	103,085.20	0	0.00	\$ 44,180.00		\$ 25,771.30		\$ 10,308.50		\$ 22,825.40	78%
2020	Survey Monument Vault	E.A.	3	1,808.74	0	0.00	\$ -		\$ -		\$ -		\$ 1,808.74	0%
SP-1	Materials Testing	L.S.	1	18,795.00	0	0.00	\$ -		\$ -		\$ -		\$ 18,795.00	0%
SP-2	Project Bonding (Payment and Performance)	L.S.	1	48,255.93	48,255.93	0.00	\$ -		\$ -		\$ -		\$ -	100%
SP-3	Construction Permits	L.S.	1	5,538.80	3,052.10	0.00	\$ -		\$ 2,210.60		\$ -		\$ 285.20	94%
SP-4	Erosion Control Maintenance	L.S.	1	1,704.65	170.46	0.00	\$ 318.40		\$ 255.60		\$ 340.93		\$ 621.26	84%
SP-5	Landscaping	L.S.	1	184,099.73	0	0.00	\$ -		\$ -		\$ -		\$ 184,099.73	0%
	Change order #1			8693.22			\$ 8,693.22		\$ -		\$ -		\$ -	0
	Change order #2			0.00			\$ -		\$ -		\$ -		\$ -	0
	a. Relocate Hydrant & Place 3 new valves			0.00			\$ -		\$ 9,364.00		\$ -		\$ 9,364.00	
	b. Remove old Hydrant & Repair leak on Bullock			858.77			\$ -		\$ -		\$ -		\$ 858.77	
	c. Abandon Well & Sump on Lue			746.71			\$ -		\$ -		\$ -		\$ 746.71	
	<b>Total</b>			<b>3,144,404.39</b>	<b>599,692.42</b>	<b>382,673.40</b>	<b>361,562.00</b>	<b>24,406</b>	<b>239,997.28</b>	<b>0.00</b>	<b>224,939.65</b>	<b>17,320.41</b>	<b>1,718,213.04</b>	
	<b>Total</b>			<b>Retainage</b>	<b>-2984.62</b>		<b>-18078.1</b>		<b>-11909.88</b>		<b>-11246.98</b>			
	<b>Total</b>				<b>66907.8</b>		<b>\$343,483.90</b>		<b>\$227,997.42</b>		<b>\$213,692.66</b>			

**RMES**  
 Rocky Mountain Engineering & Surveying  
 155 South 2nd Avenue ♦ Pocatello, ID 83201

off site

**INVOICE**

VOICE: (208) 234-0110 ♦ FAX: (208) 234-0111 ♦ WWW.RMES.biz

CLIENT: Hawkins Companies  
 ADDRESS: 8645 W. Franklin Rd.  
 CITY, STATE: Boise, ID 83709  
 PROJECT: Pocatello Square  
 CONTRACT NO: 04014

REC  
 M 2005  
 HAWKINS COMPANIES

DATE: 5/20/2005  
 INVOICE NO. 2005193

INVOICE PERIOD: April 19 - May 13, 2005

Progress Billing  
 Number: 9

WORK ACCOMPLISHED THIS PERIOD:

Project Inspections, Coordination, Management and Staking for Pocatello Square Subdivision

CONTRACT SERVICE

See Attached Summary

FEE	QTY	COST
\$8,950.00	1	\$8,950.00

DIRECT AND REIMBURSABLE COSTS

Total Amount Due This Invoice

**\$8,950.00**

PROJECT BUDGET SUMMARY

Contract Amount	\$157,830.00
Contract Changes	\$2,348.21
Total Invoiced Previously	\$122,995.75
Total Invoiced This Period	\$8,950.00
Total Invoiced To Date	\$131,945.75
Budget Remaining	\$28,232.46

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

Pocatello Square- RMES Billing Summary

Cost Item	Fee Total	3/24/2004	10/11/2004	11/8/2004	12/13/2004	1/11/2005	2/15/2005	3/18/2005	4/18/2005	5/20/2005	% Complete
	98641	2004269	2004297	2004329	2004357	2005113	2005145	2005163	2005193		
<b>FEES</b>											
1 Preliminary Work	\$ 13,795.00	\$ 13,795.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	100.0
2 Mapping	\$ 16,770.00	\$ 8,385.00	\$ 8,385.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	100.0
3 Demolition Design	\$ 10,210.00	\$ -	\$ 2,552.00	\$ 7,657.50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	100.0
4 Grading And Drainage Design	\$ 4,195.00	\$ -	\$ 1,048.75	\$ 3,146.25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	100.0
5 Roadway Design	\$ 4,335.00	\$ -	\$ 1,083.75	\$ 3,251.25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	100.0
6 Signalization and Yellowstone Imp.	\$ 13,630.00	\$ -	\$ 3,407.50	\$ 10,222.50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	100.0
7 Utility Design	\$ 7,130.00	\$ -	\$ 3,565.00	\$ 3,565.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	100.0
8 Construction Plans	\$ 25,825.00	\$ -	\$ 2,582.50	\$ 20,660.00	\$ 500.00	\$ -	\$ -	\$ -	\$ -	\$ -	100.0
9 Meetings and Approvals	\$ 4,730.00	\$ -	\$ -	\$ 1,227.00	\$ 2,320.00	\$ 300.00	\$ 1,320.00	\$ 750.00	\$ -	\$ -	100.0
10 Project Bidding	\$ 6,135.00	\$ -	\$ -	\$ -	\$ 5,830.00	\$ -	\$ 740.00	\$ 145.00	\$ -	\$ -	100.0
11 Construction Staking	\$ 35,560.00	\$ -	\$ 306.75	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	100.0
12 Construction Inspection and Management	\$ 6,480.00	\$ -	\$ -	\$ -	\$ -	\$ 700.00	\$ 1,100.00	\$ 4,300.00	\$ 6,500.00	\$ 6,500.00	100.0
13 Project Inspections and As-Builts	\$ 9,035.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 450.00	\$ 700.00	\$ 850.00	\$ 1,850.00	53.7
<b>Project Fee Total</b>	<b>\$ 157,830.00</b>	<b>\$ 22,180.00</b>	<b>\$ 22,931.25</b>	<b>\$ 49,729.50</b>	<b>\$ 8,650.00</b>	<b>\$ 1,000.00</b>	<b>\$ 3,960.00</b>	<b>\$ 6,495.00</b>	<b>\$ 8,050.00</b>	<b>\$ 8,950.00</b>	<b>24.9</b>
<b>Total Fees Billed To Date</b>	<b>\$ 22,180.00</b>	<b>\$ 45,111.25</b>	<b>\$ 94,840.75</b>	<b>\$ 103,490.75</b>	<b>\$ 104,490.75</b>	<b>\$ 108,450.75</b>	<b>\$ 114,945.75</b>	<b>\$ 122,995.75</b>	<b>\$ 131,945.75</b>	<b>\$ 131,945.75</b>	<b>\$ 108,450.75</b>
<b>REIMBURSABLE EXPENSES</b>											
City and County Research	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Final Plat Reproduction	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Health Department	\$ -	\$ -	\$ -	\$ -	\$ 318.32	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Bannock County Recording	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Federal Express	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
City of Pocatello Application Fee	\$ -	\$ -	\$ -	\$ -	\$ 695.22	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
E1- Modify Turn Lane on Quinn Rd	\$ -	\$ -	\$ -	\$ -	\$ 185.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
								\$ 1,185.00			
Reimbursable Expenses	\$ -	\$ -	\$ -	\$ -	\$ 1,163.21	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>INVOICE TOTAL</b>	<b>\$ 22,180.00</b>	<b>\$ 22,931.25</b>	<b>\$ 49,729.50</b>	<b>\$ 9,813.21</b>	<b>\$ 1,000.00</b>	<b>\$ 3,960.00</b>	<b>\$ 6,495.00</b>	<b>\$ 9,235.00</b>			



RECEIVED  
 MAY 19 2005  
 HAWKINS COMPANIES

HAWKINS COMPANIES  
 8645 WEST FRANKLIN ROAD  
 BOISE, ID 83709  
 Off-Site  
 KEN TUCKER

INVOICE NUMBER: P050170-IN

INVOICE DATE: 05/11/2005

CUSTOMER PO:

PROJECT: POCATELLO SQUARE DEV. (CMT)  
 CONSTRUCTION MATERIAL TESTING  
 POCATELLO, IDAHO

CLIENT NO: HAWKIN  
 PROJECT ID: P04089F

Description	Quantity	Price	Amount
04/25/05 TECH FOR FIELD DENSITIES	Per HOUR 2.00	35.00	70.00
04/26/05 TECH FOR FIELD DENSITIES	Per HOUR 3.00	35.00	105.00
04/27/05 TECH FOR FIELD DENSITIES	Per HOUR 2.00	35.00	70.00
04/28/05 TECH FOR FIELD DENSITIES	Per HOUR 1.00	35.00	35.00
04/29/05 TECH FOR FIELD DENSITIES	Per HOUR 2.00	35.00	70.00
05/02/05 TECH FOR FIELD DENSITIES	Per HOUR 2.50	35.00	87.50
05/03/05 TECH FOR FIELD DENSITIES	Per HOUR 3.00	35.00	105.00
05/04/05 TECH FOR FIELD DENSITIES	Per HOUR 4.00	35.00	140.00
05/05/06 TECH FOR FIELD DENSITIES	Per HOUR 4.00	35.00	140.00
05/06/05 TECH FOR FIELD DENSITIES	Per HOUR 1.00	35.00	35.00

NET INVOICE: \$857.50

106400 02 7.7.05 Please remit to : 8653 West Hackamore Drive, Boise, ID 83709

*Handwritten initials*



RECEIVED  
MAY 31 2005  
HAWKINS COMPANIES

HAWKINS COMPANIES  
8645 WEST FRANKLIN ROAD  
BOISE, ID 83709

INVOICE NUMBER: P050204-IN

INVOICE DATE: 05/25/2005

CUSTOMER PO:

KEN TUCKER *off site*

PROJECT: POCATELLO SQUARE DEV. (CMT)  
CONSTRUCTION MATERIAL TESTING  
POCATELLO, IDAHO

CLIENT NO: HAWKIN  
PROJECT ID: P04089F

Description	Quantity	Price	Amount
05/09/05 TECH FOR FIELD DENSITIES	Per HOUR 3.00	35.00	105.00
05/10/05 TECH FOR FIELD DENSITIES	Per HOUR 3.00	35.00	105.00
05/18/05 TECH FOR FIELD DENSITIES	Per HOUR 3.00	35.00	105.00
05/19/05 TECH FOR FIELD DENSITIES	Per HOUR 2.00	35.00	70.00
05/20/05 TECH FOR FIELD DENSITIES	Per HOUR 3.00	35.00	105.00

NET INVOICE: \$490.00

Please remit to : 8653 West Hackamore Drive, Boise, ID 83709



REPORT TO: HAWKINS COMPANIES  
 8645 W. FRANKLIN ROAD  
 BOISE, IDAHO 83709  
 KEN TUCKER

DATE: 05/23/05  
 FILE NO: HAWKIN  
 INVOICE NO:  
 PROJECT NO: P04089F

PROJECT: POCATELLO SQUARE DEVELOPMENT  
 POCATELLO, IDAHO

MICKLESON CONSTRUCTION  
 JOHNSON CONSTRUCTION  
 CITY OF POCATELLO 234-6279

**FIELD DENSITY TEST REPORT**

Field Method (s) Performed	Applicable Lab Method	Elevation Codes
X (N) ASTM D2922/3017	X ASTM D698	FG = Finished grade
(SC) ASTM D1556/2216	ASTM D1557	EG = Existing grade
(N) AASHTO T238/239	AASHTO T99	SB = Subbase
(SC) AASHTO T191	AASHTO T180	SG = Subgrade
		FTG = Footing grade
		AC = Asphalt
		B + elev = BELOW that elev
		A + elev = ABOVE that elev

Test Location (s) Selected by:

Strata Personnel	Max Dens (PCF)	MOIST CONTENT	Material Description (s)
RM/TRB	136.5	7.5	RED ROCK MATERIAL
	109.0	16.0	SILT WITH GRAVEL
	126.5	10.0	SANDY GRAVEL
	123.0	10.5	SILT WITH GRAVEL

Date and Lab No.	Location	Elev	Field Dry Density (PCF) (% Mois)	Lab Maximum Density (PCF)	Percent of Max Density Obtained (Required)	Meets Requirement 1=Yes, 0=No RP = Retest OK
5/18/2005 469	Infiltrator STA 13 + 70	4' BEG	121.2 7.0	126.5	96 95	1
5/18/2005 470	Infiltrator STA 13 + 80	4' BEG	122.4 8.6	126.5	97 95	1
5/18/2005 471	Bullock Drive	SG	124.3 7.7	126.5	98 95	1
5/18/2005 472	Bullock Drive	SG	123.2 9.3	126.5	97 95	1
5/18/2005 473	Water line STA 11 + 55	2' BSG	121.8 7.1	126.5	96 95	1



5/18/2005	Water line	2' BSG	122.8	126.5	97	1
474	STA 11 + 63		7.5		95	
5/18/2005	Water line	1' BSG	122.6	126.5	97	1
475	STA 11 + 50		8.3		95	
5/18/2005	Water line	1' BSG	123.2	126.5	97	1
476	STA 11 + 60		7.4		95	
5/19/2005	Roadway	FB	127.2	130.0	98	1
477	STA 0 + 50		7.6		95	
5/19/2005	Roadway	FB	126.4	130.0	97	1
478	STA 1 + 00		7.2		95	
5/19/2005	Roadway	FB	126.9	130.0	98	1
479	STA 2 + 00		9.4		95	
5/19/2005	Roadway	FB	127.8	130.0	98	1
480	STA 3 + 00		8.6		95	
5/19/2005	Roadway	FB	123.9	130.0	95	1
481	STA 4 + 00		8.4		95	
5/19/2005	Roadway	FB	129.0	130.0	99	1
482	STA 5 + 00		8.9		95	
5/19/2005	Roadway	FB	125.4	130.0	96	1
483	STA 6 + 00		6.6		95	
5/19/2005	Roadway	FB	123.8	130.0	95	1
484	STA 7 + 00		5.9		95	
5/19/2005	Roadway	FB	123.9	130.0	95	1
485	STA 8 + 00		6.9		95	
5/19/2005	Water line	3' BFG	110.6	109.0	101	1
486	STA 9 + 80		6.9		95	
5/19/2005	Water line	3' BFG	111.7	109.0	102	1
487	STA 9 + 00		7.6		95	
5/19/2005	Water line	FG	109.3	109.0	100	1
488	STA 3 + 00		8.6		95	
5/19/2005	Water line	FG	103.9	109.0	95	1
489	STA 3 + 50		9.2		95	



TDA ENVIRONMENTAL, INC.

P. O. BOX 52305  
IDAHO FALLS, ID 83405-2305

# Invoice

Date	Invoice #
5/31/2005	10655

<b>Bill To</b>
Hawkins Companies 8645 W. Franklin Road Boise, Idaho 83709

P.O. No.	Terms	Project
	Due on receipt	1610-Hurley, Lou, Fed-ex, ...

Quantity	Description	Rate	Amount
	Asbestos Abatement - 100% complete at the Fed-Ex building and 743 Lou Sales Tax	2,000.00 0.00	2,000.00 0.00
		<b>Total</b>	<b>\$2,000.00</b>

*APPROVED*  
*D*  
*(OFF-SITE)*

Pay for your business.

June 7, 2005

Mr. Greg Lanning  
Public Works Director  
911 North 7th Ave  
Pocatello, ID 83201

RE: Pocatello Square  
Pay Estimate #4 Analysis

Dear Greg:

Mickelson Construction is requesting payment of \$213,692.66 for work completed on the Pocatello Square Project (invoice # 4). I have reviewed the work and Mickelson's summary and recommend payment of the requested amount. The work completed over the past month along with the associated payment amount is attached to this letter in a summary spreadsheet. The contractor's application for payment is also attached.

The work on the project has been progressing according to the contract documents. An Itemized break-down of the work completed on which payment is requested during this pay period is summarized as follows:


1. The work on the traffic signals has begun. They have bored the holes for the conduit and poured the foundation footings for the signals at the Hurley & Quinn Intersection.
2. The water system is 90% complete on Hurley and Pole Line (Lou).
3. The remaining work on the sewer is largely for the future developments. The contractor is requesting payment for work completed on the sewer manholes during this pay period.
4. The storm water system is 85% complete.
5. The contractor is requesting payment for under ¼ of the traffic control. This is largely for the traffic control that was necessary for the boring at the traffic light on Hurley and Quinn.
6. The mobilization payment requested is within the contract parameters.

7. The contractor has requested \$17,320.41 for street light materials stored. We have verified that the attached invoices sum the specified amount and feel that this amount is justified.
8. The traffic signal plans have been submitted to the ITD for review and we are awaiting their response. We anticipate the review to take 3 to 4 weeks. Prior to submittal, several reviews were conducted between RMES and the City of Pocatello Traffic Department.

The project is on schedule and progressing as specified in the approved construction documents. The bad weather continues which has impeded the contractor's progress; however, the contractor is on schedule and we do not anticipate any delay in the completion date.

Please contact me if you have questions or require additional information to process this payment.

Sincerely,

  
J. Mitchell Greer, P.E., P.L.S.  
RMES

# APPLICATION FOR PAYMENT

Pocatello Square Subdivision

Page 1 of 2                      Monthly Estimate No.      4                      Job No.                      04041

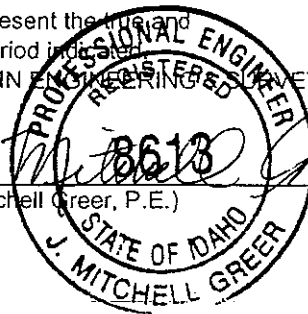
	Amount
Contract Amount .....	<u>\$3,124,742.86</u>
Amount of Approved Extra Work (CHANGE ORDER 1) .....	<u>\$8,693.22</u>
(Change order #2)	
a. Relocate Hydrant & Place 3 new valves	\$9,364.90
b. Remove old Hydrant & Repair leak on Bullock	\$856.70
c. Abandon Well & Sump on Lue	\$746.71
Total Contract .....	<u>\$3,144,404.39</u>
Work Completed Through <u>25-May-05</u> .....	<u>\$1,408,870.94</u>
Materials Stored On-Site This Period .....	<u>\$17,320.41</u>
Total Earned To Date .....	<u>\$1,426,191.35</u>
Less 5% Retainage .....	<u>\$71,309.57</u>
Net Amount Due .....	<u>\$1,354,881.78</u>
Less Previous Payment .....	<u>\$1,141,189.12</u>
Balance Due this Payment .....	<u>\$213,692.66</u>

\*\*\*\*\*

I certify that the estimates contained in this Monthly Estimate represent the true and correct amount of work performed or materials supplied for the period indicated.  
 DATE: 6/7/05                      ROCKY MOUNTAIN ENGINEERING & SURVEYING, L.L.C.

BY:

J. Mitchell Greer  
 (J. Mitchell Greer, P.E.)



Pocatello Square Subdivision  
 Pay Application -RMES  
 5/31/2005

WPE #	ITEM	LIMIT	QUANTITY	Total Bid Price	Pay App. #1	Materials stored Applied For	Pay App. #2	Materials stored Applied For	Pay App. #3	Materials stored Applied For	Pay App. #4	Materials stored Applied For	Total Remaining	%Comp	
<b>EARTHWORK</b>															
200	Misc. Demolition	L.S.	1	145,095.23	34,864.80	0.00	\$ 87,272.70		\$ -		\$ -		\$ 22,357.73	85%	
201	Clear and Grub	A.C.	8	58,822.32	5,882.32	0.00	\$ 26,311.10		\$ 19,817.81		\$ -		\$ 2,631.03	95%	
202	Excavation and Embankment	C.Y.	10,250	51,680.00	10,970.14	0.00	\$ 30,309.88		\$ 5,169.00		\$ -		\$ 5,214.00	90%	
202-A	Water for Dust Abatement	L.S.	1	8,138.22	0	0.00	\$ 813.82		\$ 813.82		\$ 813.82		\$ -	100%	
<b>WATER</b>															
401-A	12" Class 50 Ductile Iron Water Line	L.F.	3750	208,850.00	116,309.20	105,639.80	\$ 12,651.10		\$ 42,481.15		\$ 27,134.55		\$ 8,274.00	95%	
401-B	8" Class 50 Ductile Iron Water Line	L.F.	2975	98,016.25	51,701.10	34,762.35	\$ 5,693.00		\$ 34,605.22		\$ 1,950.32		\$ 4,059.91	90%	
402-A	12" Resilient Seat Gate Valve	E.A.	6	19,739.18	8,952.55	4,745.65	\$ -		\$ 10,786.61		\$ -		\$ -	100%	
402-B	8" Resilient Seat Gate Valve	E.A.	21	27,284.87	6,498.35	3,249.47	\$ 460.00		\$ 1,495.00		\$ 8,459.16		\$ 10,384.16	92%	
403	Fire Hydrant	E.A.	15	40,597.45	19,810.60	17,231.90	\$ -		\$ 4,149.00		\$ 17,978.10		\$ 4,658.74	90%	
<b>SEWER</b>															
501-A	8" SDR-35 PVC	L.F.	4350	122,061.00	48,473.19	14,317.15	\$ 54,147.75		\$ 17,307.50		\$ -		\$ 2,132.60	92%	
501-B	8" SDR-35 PVC (FOR FUTURE DEVELOPMENT)	L.F.	1100	30,019.00	0	0.00	\$ -		\$ 15,057.52		\$ -		\$ 14,961.45	90%	
502	4" Manholes	E.A.	21	59,878.17	35,846	22,381.50	\$ 4,888.35		\$ 6,107.08		\$ 4,039.24		\$ -	100%	
<b>STORM WATER</b>															
601-A	12" HDPE Storm Line	L.F.	4750	60,752.50	20,793.83	20,793.83	\$ 4,489.27		\$ 19,569.50		\$ 13,973.45		\$ 10,935.46	92%	
601-B	8" HDPE Storm Line	L.F.	475	5,913.75	851.18	851.18	\$ -		\$ -		\$ -		\$ 5,062.59	14%	
602-A	48" Storm Sewer/Manhole	E.A.	20	43,973.20	3,374.70	3,374.70	\$ -		\$ 27,408.54		\$ 8,794.58		\$ 4,397.40	90%	
602-B	60" Storm Sewer/Manhole	E.A.	6	9,294.18	2,192.75	2,192.75	\$ 2,798.43	\$ 970.33	\$ 286.61		\$ 2,519.98		\$ 1,549.03	83%	
602-E	48" Catch Basin	E.A.	4	5,198.18	3,584.37	3,584.37	\$ -		\$ 1,611.79		\$ -		\$ -	100%	
602-F	30" Round Inlet	E.A.	27	22,238.68	4,054.08	4,054.08	\$ 1,599.00		\$ 5,053.48		\$ 6,918.07		\$ 4,612.05	70%	
605	Grass & Sand Trap	E.A.	6	27,448.88	6,144.00	6,144.00	\$ 7,579.47		\$ 4,574.45		\$ 4,574.48		\$ 4,674.48	83%	
608	Infiltrator Systems	L.F.	9300	229,920.00	158,023.31	141,491.31	\$ 36,352.32		\$ -		\$ 14,792.18		\$ 14,792.18	93%	
<b>CONCRETE</b>															
700-A	6" Vertical Curb and Gutter	L.F.	8450	97,240.50	0	0.00	\$ -		\$ -		\$ -		\$ 97,240.50	0%	
706-A	4" Rolled Curb	L.F.	1485	21,087.00	0	0.00	\$ -		\$ -		\$ -		\$ 21,087.00	0%	
708-B	Valley Gutter	S.F.	10300	84,787.00	0	0.00	\$ -		\$ -		\$ -		\$ 84,787.00	0%	
708-E	5' Sidewalk	S.F.	42250	128,327.50	0	0.00	\$ -		\$ -		\$ -		\$ 128,327.50	0%	
708-F	6" Thick Stamped Pattern Concrete	S.F.	4025	83,997.50	0	0.00	\$ -		\$ -		\$ -		\$ 83,997.50	0%	
<b>ROADWAY</b>															
807-G	Pavement Patch	S.F.	4500	5,030.00	0	0.00	\$ -		\$ -		\$ -		\$ 5,030.00	0%	
810	Plant Mix Asphalt Pavement Section	S.F.	259800	412,784.00	0	0.00	\$ -		\$ -		\$ 41,278.40		\$ 371,487.50	10%	
810-G	Roadway Geotextile	S.F.	259800	25,960.00	0	0.00	\$ 23,438.60	\$ 23,438.60	\$ -		\$ -		\$ 2,521.40	9%	
<b>MISC.</b>															
1002-G	Temporary Berm/Ponds	L.F.	2500	16,900.00	10,140.00	0.00	\$ 1,690.00		\$ -		\$ 1,690.00		\$ 3,380.00	90%	
1002-E	Stabilized Construction Entrance	E.A.	2	4,018.04	0	0.00	\$ -		\$ -		\$ 1,004.51		\$ 3,013.53	25%	
1095	Silt Fence	L.F.	2100	3,945.00	0	0.00	\$ 2,283.75		\$ -		\$ -		\$ 1,661.25	76%	
1101	Traffic Signal(s)	L.S.	1	508,000.00	0	0.00	\$ -		\$ -		\$ 10,319.50		\$ 497,680.50	7%	
1102	Street Light	E.A.	1	41,400.00	0	0.00	\$ -		\$ -		\$ -		\$ 41,400.00	0%	
1103	Construction Traffic Control	L.S.	1	98,890.00	0	0.00	\$ -		\$ -		\$ 17,320.41	\$ 17,320.41	\$ 81,569.59	42%	
1104A	Pavement Line Paint (White)	L.F.	4750	807.50	0	0.00	\$ -		\$ 4,500.00		\$ -		\$ 3,692.50	25%	
1104B	Pavement Line Paint (Yellow)	L.F.	10575	1,797.75	0	0.00	\$ -		\$ -		\$ -		\$ 1,797.75	0%	
1104C	Thermoplastic Pavement Markings	S.F.	3425	28,990.00	0	0.00	\$ -		\$ -		\$ -		\$ 28,990.00	0%	
1105-A	Traffic Signs	E.A.	48	151.20	0	0.00	\$ -		\$ -		\$ -		\$ 151.20	0%	
1300	Revegetation	A.C.	7.3	814.02	0	0.00	\$ -		\$ -		\$ -		\$ 814.02	0%	
2010	Mobilization	L.S.	1	103,085.20	0	0.00	\$ 44,180.00		\$ 25,771.30		\$ 10,308.50		\$ 22,896.40	79%	
2020	Survey Monument Vault	E.A.	3	1,608.74	0	0.00	\$ -		\$ -		\$ -		\$ 1,608.74	0%	
SP-1	Materials Testing	L.S.	7	18,795.00	0	0.00	\$ -		\$ -		\$ -		\$ 18,795.00	0%	
SP-2	Project Bonding (Payment and Performance)	L.S.	1	48,255.93	48,255.93	0.00	\$ -		\$ -		\$ -		\$ -	100%	
SP-3	Construction Permits	L.S.	1	5,536.80	3,052.10	0.00	\$ -		\$ 2,215.50		\$ -		\$ 3,267.60	86%	
SP-4	Erosion Control Maintenance	L.S.	1	1,704.65	170.46	0.00	\$ 316.40		\$ 255.60		\$ 349.93		\$ 1,008.66	94%	
SP-5	Landscaping	L.S.	1	184,069.73	0	0.00	\$ -		\$ -		\$ -		\$ 184,069.73	0%	
Change order #1															
Change order #2															
a. Relocate Hydrant & Place 3 new valves															
b. Remove old Hydrant & Repair leak on Bullock															
c. Abandon Well & Sump on Lue															
				9354.0											
				856.7											
				748.71											
				<b>Total</b>	<b>3,144,404.39</b>	<b>599,692.42</b>	<b>382,673.40</b>	<b>381,562.00</b>	<b>24,406.93</b>	<b>239,997.28</b>	<b>0.00</b>	<b>224,939.65</b>	<b>17,320.41</b>	<b>1,718,213.04</b>	
				<b>Retainage</b>	<b>-2994.82</b>	<b>-18078.1</b>	<b>-11999.88</b>	<b>-11248.98</b>	<b>-227,997.42</b>	<b>\$213,692.66</b>					
				<b>Total</b>	<b>869707.8</b>	<b>\$343,483.90</b>	<b>\$227,997.42</b>	<b>\$213,692.66</b>							

# Application and Certificate for Payment

AIA Document G702 (Instructions on reverse side)

Page one of 2 pages

To Owner: Hawkins Companies LLC  
 488 W. Franklin  
 Boise, Id  
 Project: 1936  
Pocatello Square Subdivision

Application No.: 4  
 Period to: 5/25/2005  
 Project Nos.:

Distribution to:  
 Owner  
 Architect  
 Contractor

From Contractor: Mickelsen Const. Via Architect:  
 Box 429, Blackfoot Id. 83221

Contract Date:

Contract for:

## Contractor's Application for payment

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

1. Original Contract Sum.....	\$3,124,742.86
2. Net change by Change Orders.....	\$ 19,661.53
3. Contract Sum To Date.....	\$3,144,404.39
4. Total Completed & Stored to Date..... (Column G on G703)	\$1,426,191.35
5. Retainage:	
a. <u>5 % of Completed Work</u> (Columns D + E on G703)	\$71,309.57
b. <u>5 % of Stored Material</u> (Column F on G703)	\$0.00
Total Retainage (Line 5a + 5b or Total in Column I of G703).....	\$71,309.57
6. Total Earned Less Retainage..... (Line 4 less Line 5 Total)	\$1,354,881.78
7. Less Previous Certificates For Payment (Line 6 from prior Certificate).....	\$1,141,189.12
8. Current Payment Due.....	\$213,692.66
9. Balance To Finish, including Retainage (Line 3 less Line 6)	\$1,718,213.04

Change Order Summary	Additions	Deductions
Total changes approved in previous months by Owner	\$ 8,693.22	
Total approved this month	\$10,968.31	
TOTALS	\$ 19,661.53	
Total Changes by Change Order	\$ 19,661.53	

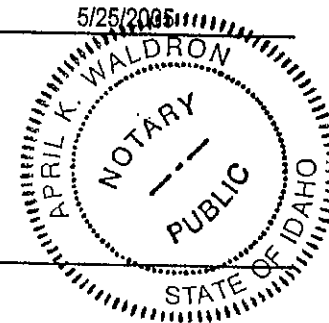
The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Contractor: Mickelsen Construction

By: [Signature] Date: 5/25/2005

State of: IDAHO  
 County of: BINGHAM  
 Subscribed and sworn to before me this 26<sup>th</sup> day of MAY, 2005

Notary Public: [Signature]  
 My Commission expires: 4/7/11



## Architect's Certificate for Payment

In accordance with the Contract Documents, based on on-site observation and the data comprising this 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.

Amount Certified..... \$ 213,692.66

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the continuation sheet that are changed to conform to the amount certified.)

ARCHITECT:  
 By: [Signature] Date: 6/7/05

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.

AIA DOCUMENT G702 \* APPLICATION AND CERTIFICATE FOR PAYMENT \* 1992 EDITION \* AIA (r) \* ©1992 \* THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 New York AVENUE, N.W., WASHINGTON, D.C. 20006-5292 \* WARNING: Unlicensed photocopying violates U.S. copyright laws and will subject the violator to legal prosecution.

G702-1992

APPROVED  
[Signature]  
HAWKINS COMPANIES

Not a signed and Certification is attached.  
 amounts are stated to the nearest dollar.  
 Contracts where variable retainage for line items may apply.

B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)		H BALANCE TO FINISH (C-G)	I RETAINAGE 5%
		FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		% (G/C)			
<b>Demo</b>	\$ 145,095.23	\$122,737.50	\$0.00	\$0.00	\$122,737.50	85%	\$22,357.73	\$6,136.88
Clear & grub	\$ 56,622.32	\$53,791.29	\$0.00	\$0.00	\$53,791.29	95%	\$2,831.03	\$2,689.56
Excavation	\$ 51,660.00	\$46,446.00	\$0.00	\$0.00	\$46,446.00	90%	\$5,214.00	\$2,322.30
Water for Dust Control	\$ 8,136.22	\$1,627.24	\$813.62	\$0.00	\$2,440.86	30%	\$5,695.36	\$122.04
12" Class 50 Water line	\$ 206,850.00	\$171,441.45	\$27,134.55	\$0.00	\$198,576.00	96%	\$8,274.00	\$9,928.80
8" Class 50 Water line	\$ 98,016.25	\$91,999.32	\$1,960.32	\$0.00	\$93,959.64	96%	\$4,056.61	\$4,697.98
8" Water line Gate Valves	\$ 19,739.16	\$19,739.16	\$0.00	\$0.00	\$19,739.16	100%	\$0.00	\$986.96
12" Water line Gate Valve	\$ 27,284.67	\$8,451.35	\$8,439.16	\$0.00	\$16,890.51	62%	\$10,394.16	\$844.53
8" Water Hydrants	\$ 46,587.45	\$23,950.60	\$17,978.10	\$0.00	\$41,928.70	90%	\$4,658.75	\$2,096.44
Install Fire Hydrants	\$ 122,061.00	\$119,928.44	\$0.00	\$0.00	\$119,928.44	98%	\$2,132.56	\$5,996.42
8" SDR 35 PVC Sewer 2190 lf	\$ 30,019.00	\$15,057.52	\$0.00	\$0.00	\$15,057.52	50%	\$14,961.48	\$752.88
8" SDR 35 PVC Sewer for future	\$ 50,878.17	\$46,838.93	\$4,039.24	\$0.00	\$50,878.17	100%	\$0.00	\$2,543.91
Sewer Manholes	\$ 60,752.50	\$35,843.60	\$13,973.45	\$0.00	\$49,817.05	82%	\$10,935.45	\$2,490.85
12" Storm Sewer	\$ 5,913.75	\$851.16	\$0.00	\$0.00	\$851.16	14%	\$5,062.59	\$42.56
6" Storm Sewer	\$ 43,973.20	\$30,781.24	\$8,794.56	\$0.00	\$39,575.80	90%	\$4,397.40	\$1,978.79
Storm Manholes	\$ 9,294.18	\$5,225.79	\$2,519.36	\$0.00	\$7,745.15	83%	\$1,549.03	\$387.26
60" Storm Sewer Manholes	\$ 5,196.16	\$5,196.16	\$0.00	\$0.00	\$5,196.16	100%	\$0.00	\$259.81
48" Catch Basins	\$ 22,236.66	\$10,706.54	\$6,918.07	\$0.00	\$17,624.61	79%	\$4,612.05	\$881.23
30" Round Inlets	\$ 27,446.88	\$18,297.92	\$4,574.48	\$0.00	\$22,872.40	83%	\$4,574.48	\$1,143.62
Sand & Grease Traps	\$ 226,920.00	\$197,375.63	\$14,792.18	\$0.00	\$212,167.81	93%	\$14,752.19	\$10,608.39
Infiltration System	\$ 97,240.50	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$97,240.50	\$0.00
Curb & Gutter	\$ 21,087.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$21,087.00	\$0.00
4" Rolled Curb	\$ 64,787.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$64,787.00	\$0.00
Valley Gutter	\$ 126,327.50	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$126,327.50	\$0.00
5' Wide Sidewalk	\$ 63,997.50	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$63,997.50	\$0.00
Stamped Concrete	\$ 6,030.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$6,030.00	\$0.00
Pavement Patch	\$ 412,764.00	\$0.00	\$41,276.40	\$0.00	\$41,276.40	10%	\$371,487.60	\$2,063.82
Pavement Section	\$ 25,960.00	\$23,436.60	\$0.00	\$0.00	\$23,436.60	90%	\$2,523.40	\$1,171.83
Roadway Geotextile	\$ 16,900.00	\$11,830.00	\$1,690.00	\$0.00	\$13,520.00	80%	\$3,380.00	\$676.00
Temp Berms	\$ 4,018.04	\$0.00	\$1,004.51	\$0.00	\$1,004.51	25%	\$3,013.53	\$50.23
Stabilized construction Entrance	\$ 3,045.00	\$2,283.75	\$0.00	\$0.00	\$2,283.75	75%	\$761.25	\$114.19
Silt Fence Barrier	\$ 506,000.00	\$0.00	\$10,315.50	\$0.00	\$10,315.50	2%	\$495,684.50	\$515.78
Traffic Signals	\$ 41,400.00	\$0.00	\$0.00	\$17,320.41	\$17,320.41	42%	\$24,079.59	\$866.02
Street light in Roundabout	\$ 98,890.00	\$4,500.00	\$19,778.00	\$0.00	\$24,278.00	25%	\$74,612.00	\$1,213.90
Construction traffic control	\$ 807.50	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$807.50	\$0.00
Pavement lines White	\$ 1,797.75	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$1,797.75	\$0.00
Pavement lines Yellow	\$ 26,989.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$26,989.00	\$0.00
Thermo Plastic Pavement markings	\$ 151.20	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$151.20	\$0.00
Traffic signs	\$ 814.02	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$814.02	\$0.00
Revegetation	\$ 103,085.20	\$69,951.30	\$10,308.50	\$0.00	\$80,259.80	78%	\$22,825.40	\$4,012.99
Mobilization	\$ 1,606.74	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$1,606.74	\$0.00
Survey Monument Vault	\$ 16,795.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$16,795.00	\$0.00
Materials Testing	\$ 48,255.93	\$48,255.93	\$0.00	\$0.00	\$48,255.93	100%	\$0.00	\$2,412.80
Project Bonding	\$ 5,536.80	\$5,271.60	\$0.00	\$0.00	\$5,271.60	95%	\$263.20	\$263.58
Construction Permits	\$ 1,704.65	\$742.46	\$340.93	\$0.00	\$1,083.39	64%	\$621.26	\$54.17
Erosion Control Maintenance	\$ 164,069.73	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$164,069.73	\$0.00
Landscape								
Change order #1	\$8,693.22	\$8,693.22	\$0.00		\$8,693.22		\$0.00	\$434.66
Change order #2								
a. Relocate Hydrant & Place 3 new valves	\$9,364.90		\$9,364.90		\$9,364.90	100%		\$468.25
b. Remove old Hydrant & repair Leak on Bullock	\$856.70		\$856.70		\$856.70	100%		\$42.84
c. Abandon Well & sump on Lou	\$746.71		\$746.71		\$746.71	100%		\$37.34
<b>ORIGINAL CONTRACT</b>	\$ 3,124,742.86	\$1,201,251.70	\$207,619.24	\$17,320.41	\$1,426,191.35		\$1,718,213.0	\$71,309.57




**\*\* INVOICE \*\***

ELECTRICAL WHOLESALE SUPPLY CO., INC  
 3140 MCNEIL DRIVE  
 IDAHO FALLS ID 83402  
 208-523-2800 Fax 208-523-6573

INVOICE DATE	INVOICE NUMBER
05/19/05	51877824.005
REMIT TO:	PAGE NO.
Electrical Wholesale Supply P.O. BOX 51988 IDAHO FALLS, ID 83405-1988 208-523-2801	1

BILL TO:  
 SKYVIEW ELECTRIC INC.  
 4003 PROFESSIONAL WAY SUITE B  
 P O BOX 2228  
 IDAHO FALLS, ID 83403-2228

SHIP TO:  
 SKYVIEW ELECTRIC INC.  
 C/O POCATELLO SQUARE  
 (ADDRESS TO FOLLOW ON RELEASE)  
 POCATELLO, ID 83202

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	REFERENCE NUMBER	SALESPERSON			
8970	5017 Pct POCATELLO SQUARE					
WRITER	SHIP VIA	TERMS	SHIP DATE	ORDER DATE		
WITSTE	DIRECT SHIPMENT	Pass thru	05/19/05	11/29/04		
DESCRIPTION	ORDER QTY	SHIP QTY	UM	DISC	NET UNIT PRICE	NET AMOUNT
^LOT FIXTURES	1	1		0.0	6797.170	6797.1
This Lot Consists of the following:						
Shp Qty Description						
-----						
1 SGRT70 J4 HMSC POLE						
						
<b>POSTPAID</b> BY DATE 3592 5/23/05						
					Subtotal	6797.17
					S&H CHGS	0.00
					Sales Tax	407.83
					Amount Due	7205.00

Payable by 10th of month following purchase. FINANCE CHARGE of 1.75%/mo, which is 21%/yr.  
 A fee of 1.75% (min \$1.00) will be assessed on all past due accounts. Purchaser agrees  
 to pay all reasonable attorney's fees and / or all court and collection costs incurred  
 in settlement.

**\*\* INVOICE \*\***

INVOICE DATE	INVOICE NUMBER
05/10/05	S1877824.003
REMIT TO: Electrical Wholesale Supply P.O. BOX 51360 IDAHO FALLS, ID 83405-1960 208-523-2901	PAGE NO.  1

ELECTRICAL WHOLESALE SUPPLY CO., INC  
3140 MCNEIL DRIVE  
IDAHO FALLS ID 83402  
208-523-2800 Fax 208-523-6573

**BILL TO:**  
SKYVIEW ELECTRIC INC.  
4003 PROFESSIONAL WAY SUITE B  
P O BOX 2228  
IDAHO FALLS, ID 83403-2228

**SHIP TO:**  
SKYVIEW ELECTRIC INC.  
C/O POCATELLO SQUARE  
(ADDRESS TO FOLLOW ON RELEASE)  
POCATELLO, ID 83202

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	REFERENCE NUMBER				SALESPERSON	
8970	<b>ED17-PC3</b> POCATELLO SQUARE						
WRITER	SHIP VIA	TERMS				SHIP DATE	ORDER DATE
WITSTE	DIRECT SHIPMENT	Pass thru				05/10/05	11/29/04
DESCRIPTION		ORDER QTY	SHIP QTY	LM	DISC	NET UNIT PRICE	NET AMOUNT
^LOT FIXTURES		1	1		0.0	9542.840	9542.8
This Lot Consists of the following: Shp Qty Description ----- 4 HMSCC10MHMTC9 S64468 FIXTURES W/ LAMPS 1 05104HC1MA070A 09249 TOP UNIT W/ WINCH 1 LD PORTABLE MOTOR							

**POSTED**  
BY 3487 DATE 5/12/05

Subtotal	9542.84
S&H CHGS	0.00
Sales Tax	572.57
<b>Amount Due</b>	<b>10115.41</b>

By 10th of month following purchases. FINANCE CHARGE OF 1.75%/mo, which is 21%/yr. of 1.75% (min \$1.00) will be assessed on all past due accounts. Purchaser agrees to pay all reasonable attorney's fees and / or all court and collection costs incurred to reach settlement.

WORK CHANGE DIRECTIVE

No. 2

DATE OF ISSUANCE 2-17-05 EFFECTIVE DATE 5-26-05

OWNER Hawkins Companies

CONTRACTOR Mickelson Construction

Contract: \_\_\_\_\_

Project: Pocatello Square Subdivison

OWNER's Contract No. \_\_\_\_\_ ENGINEER's Project No. 04014

You are directed to proceed promptly with the following change(s):

- Description:
- a. Relocate Hydrant & place 3 new valves at start of Bullock Street.
  - b. Remove old hydrant & repair leak on Bullock.
  - c. Abandon well & sump on Lue.

Purpose of Work Change Directive:

- a. Accommodate future tie to existing water.
- b. Repair leak in existing waterline.
- c. Abandon existing well & sump in R.O.W.

Attachments: (List documents supporting change)

If OWNER or CONTRACTOR believe that the above change has affected Contract Price any Claim for a Change Order based thereon will involve one or more of the following methods as defined in the Contract Documents.

Method of determining change in Contract Price:

- Lump Sum
  - a. \$9,364.90
  - b. \$856.70
  - c. \$746.71

Estimated increase (Increase) in Contract Price:  
\$ 10,968.31

If the change involves an increase, the estimated amount is not to be exceeded without further authorization.

AUTHORIZED:

\_\_\_\_\_  
CITY

By: \_\_\_\_\_

RECOMMENDED:

AUTHORIZED:

AMES  
ENGINEER  
By: Mitchell Owen

Hawkins Companies  
OWNER  
By: \_\_\_\_\_

EJCDC No. 910-8-F (1996 Edition)

Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America and the Construction Specifications Institute.

## WORK CHANGE DIRECTIVE

### INSTRUCTIONS

---

#### A. GENERAL INFORMATION

This document was developed for use in situations involving changes in the Work which, if not processed expeditiously, might delay the Project. These changes are often initiated in the field and may affect the Contract Price or the Contract Times. This is not a Change Order, but only a directive to proceed with Work that may be included in a subsequent Change Order.

For supplemental instructions and minor changes not involving a change in the Contract Price or the Contract Times a Field Order should be used.

#### B. COMPLETING THE WORK CHANGE DIRECTIVE FORM

Engineer initiates the form, including a description of the items involved and attachments.

Based on conversations between Engineer and Contractor, Engineer completes the following:

**METHOD OF DETERMINING CHANGE, IF ANY, IN CONTRACT PRICE:** Mark the method to be used in determining the final cost of Work involved and the estimated net effect on the Contract Price. If the change involves an increase in the Contract Price and the estimated amount is approached before the additional or changed Work is completed, another Work Change Directive must be issued to change the estimated price or Contractor may stop the changed Work when the estimated time is reached. If the Work Change Directive is not likely to change the Contract Price, the space for estimated increase (decrease) should be marked "Not Applicable".

Once Engineer has completed and signed the form, all copies should be sent to Owner for authorization because Engineer alone does not have authority to authorize changes in Price or Times. Once authorized by Owner, a copy should be sent by Engineer to Contractor. Price and Times may only be changed by Change Order signed by Owner and Contractor with Engineer's recommendation.

Paragraph 10.03.A.2 of the General Conditions requires that a Change Order be initiated and processed to cover any undisputed sum or amount of time for Work actually performed pursuant to this Work Change Directive.

Once the Work covered by this directive is completed or final cost and times are determined, Contractor should submit documentation for inclusion in a Change Order.

**THIS IS A DIRECTIVE TO PROCEED WITH A CHANGE THAT MAY AFFECT THE CONTRACT PRICE OR CONTRACT TIMES. A CHANGE ORDER, IF ANY, SHOULD BE CONSIDERED PROMPTLY.**

Date: 4/28/05

Job Number: ADDITIONAL WORK  
Job Name: LOU STREET  
Customer Number: \_\_\_\_\_  
Customer Name: Hawkins  
Job begin Date: 4/12/05 Job end Date: 4/13/05

Customer/Billing Address

Att: Ken Tucker

ITEM	DESCRIPTION OF WORK	UNIT BID COST	UNIT OF MEASURE	QUANTITY	UNIT PRICE	AMOUNT	
	<b>ABANDON WELL</b>						
	concrete	4/12/05	See Invoice	cy	1.00	71.94	71.94
	Rays pump service	4/12/05		hr	1.00	330.00	330.00
	Trackhoe to remove concrete	4/13/05		hr	1.00	100.00	100.00
	End dump Trucks	4/13/05		hr	1.00	65.00	65.00
	<b>REMOVE SUMP</b>						
	Trackhoe to remove sump	4/12/05		hr	1.00	100.00	100.00
	End sump Trucks	4/12/05	1 TRUCKS	HR	1.00	65.00	65.00
					SUBTOTAL	731.94	
					BONDING	\$14.77	
					TOTAL	746.71	

**INVOICE**  
**RAYS PUMP SERVICE**


3020 No. Rapid Creek Road  
Inkom, ID 83245

Norm Rogers  
Owner/Operator

(208) 233-3789

TO: Mickelsen Const  
P.O. Box 429  
Blackfoot, ID 83221

DATE: 4/12/05  
PHONE: 289-0056  
Don Moore

	Pull old pump in highway right-of-way behind IHOP Restaurant	
	Pump - 89' deep and old windmill-type pump on 3" pipe with	
	wood sucker rods; all pump equipment and pipe left on job site	
	and well filled full of concrete and capped with concrete	
	Well 90' deep	
	Water 80' deep	
	3/4 yard concrete to fill well casing and 1/4 yard used to make	
	concrete cap on top of casing	
		
	NORM ROGERS/OWNER	

**TERMS:** Accounts become past due 30 days after date of purchase. Past due accounts will be charged a minimum of .75 or 1 3/4% INTEREST PER MONTH (21% Annual Rate). Title to above listed merchandise shall remain with the seller until paid for. Purchaser agrees to pay all reasonable attorney fees and collection costs if seller deems it necessary to force collection of this account.

Received by: \_\_\_\_\_

No. 5940 P. 2

APR 18 2005 9:16AM MICKELSEN CONSTRUCTION

# Mickelsen Construction

Phone: 208-684-3803  
Fax: 208-684-5058

74 N Pine St.  
P.O. Box 429  
Blackfoot, ID 83221

Date: 3/1/2005

<b>Submitted To:</b> City Of Pocatello	<b>Bid Title:</b> 10 " Water Ine Repair
<b>Address:</b> 911 N. 7Th Ave Pocatello, ID 83201	<b>Bid Number:</b> 1936
<b>Contact:</b>	<b>Project Location:</b> Bullock St. West Of FEDEX
<b>Phone:</b>	<b>Project City, State:</b> Pocatello, ID
<b>Fax:</b>	<b>Engineer/Architect:</b>

Item No.	Item Description	Unit	Unit Price	Total Price
	Removal Of Leaking Fire Hydraunt At The Bullock Intersection And Repair 10" Water Line	LS	\$0.00	\$0.00
	10" MJ Sieves	EACH	\$137.41	\$274.82
	10" MJ acc pkg	EACH	\$31.26	\$125.04
	6' Ductile iron pipe	LF	\$27.66	\$165.96
	Backhoe and Operator	HR	\$61.38	\$214.83
	Laborer	HR	\$21.73	\$76.06
			<b>Total Bid Price:</b>	<b>\$856.71</b>

Notes: \* Note: Prices include 1.5% bonding

<b>ACCEPTED:</b> The above prices, specifications and conditions are satisfactory and are hereby accepted. Buyer _____ Signature _____ Date of Acceptance _____	<b>CONFIRMED:</b> <b>Mickelsen Construction</b> Authorized Signature: _____ Estimator: Don Moore
---	--

REVENUE ALLOCATION (TAX INCREMENT) BONDS, 2000 SERIES A

REQUISITION PURSUANT TO BOND ORDINANCE

Wells Fargo Bank  
MAC U1859-031  
999 Main Street, 3<sup>rd</sup> Floor  
Boise, Idaho 83702  
Attn: Corporate Trust Services

The undersigned, who is authorized to make such request under Section 11 of the Bond Ordinance, dated as of July 27, 2000, between First Security Bank, N.A. ("Trustee") and the Pocatello Development Authority (the "Agency"), hereby requests the above Trustee as follows:

1. Requisition Number: E-69
2. Payment is due to: City Of Pocatello
3. The amount to be disbursed is: \$547,219.27
4. The funds are being disbursed from the Revenue Allocation Fund per Section 9 of the Ordinance for repairs, additions or improvements to the Project or for any new project in the Revenue Allocation Area. An amount equal to the aggregate of the next payment of principal and interest for all the outstanding bonds remain in the Revenue Allocation Fund after this disbursement.
5. All of this requested payment is for the items on the attached Schedule, which are costs of the Project. These costs have not been previously paid from the Revenue Allocation Fund or Construction Fund.

Attachments: See Attached Schedule of Costs to Requisition

DATED: June 15, 2005

**POCATELLO DEVELOPMENT AUTHORITY**

\_\_\_\_\_  
Authorized Representative

**CITY OF POCATELLO**

\_\_\_\_\_  
Authorized Representative

Terms used herein shall be as defined in the Bond Ordinance.



SCHEDULE OF COSTS TO REQUISITION  
CERTIFICATE NO. E-69

<u>Description of Costs</u>	<u>Payee and Location</u>	<u>Amount</u>
Downtown Reinvestment Project—Payment request #7	City of Pocatello P. O. Box 4169 Pocatello, ID 83205-4169	\$547,219.27 <sup>SD</sup>

INVOICE TOTAL \$547,219.27

The above are to be paid upon receipt by Trustee of an invoice therefor.

**CITY OF POCATELLO  
DOWNTOWN REINVESTMENT PROJECT**

**PAYMENT REQUEST NO.:** 7

**For the period ending:** 11-May-05

	Contract/ Bid Amount	This Invoice	Total Costs To Date	20% City	80% PDA	Previously Billed/Paid By PDA	Amount Due From PDA	
<b>POCATELLO DEVELOPMENT AUTHORITY</b>								
a. Engineering costs								
J-U-B Engineers - Phase I	\$436,490.00	\$0.00	\$421,243.03	\$84,248.61	\$336,994.42	\$421,243.03	-\$84,248.61	
J-U-B Engineers - High School Gym	\$49,703.00	\$0.00	\$29,821.80	\$5,964.36	\$23,857.44	\$29,821.80	-\$5,964.36	
<b>TOTAL PDA EXPENSES</b>		\$0.00	\$451,064.83	\$90,212.97	\$360,851.86	\$451,064.83	-\$90,212.97	-\$90,212.97
<b>CITY OF POCATELLO EXPENSES</b>								
a. Postage		\$0.00	\$182.00	\$36.40	\$145.60	\$145.60	\$0.00	
b. Printing		\$0.00	\$435.10	\$87.02	\$348.08	\$348.08	\$0.00	
c. Travel		\$0.00	\$719.26	\$143.85	\$575.41	\$575.41	\$0.00	
d. Trees		\$0.00	\$12,241.50	\$2,448.30	\$9,793.20	\$9,793.20	\$0.00	
e. Security		\$0.00	\$6,702.75	\$1,340.55	\$5,362.20	\$5,362.20	\$0.00	
f. Miscellaneous		\$763.99	\$1,823.99	\$364.80	\$1,459.19	\$848.00	\$611.19	
f. Lighting/Electrical		\$0.00	\$2,899.64	\$579.93	\$2,319.71	\$2,319.71	\$0.00	
g. Construction Costs								
Beco Construction Co Inc - Phase I	\$2,696,976.10	\$683,260.10	\$2,658,412.97	\$531,682.59	\$2,126,730.38	\$1,489,909.33	\$636,821.05	
Less Change Order	-\$18,159.75							
Current Contract Price	\$2,678,816.35							
<b>TOTAL CITY EXPENSES</b>		\$684,024.09	\$2,683,417.21	\$536,683.44	\$2,146,733.77	\$1,509,301.53	\$637,432.24	\$637,432.24
<b>TOTAL PAYMENTS BY PDA AND CITY</b>			\$3,134,482.04	\$626,896.41	\$2,507,585.63	\$1,960,366.36		

<b>TOTAL AMOUNT DUE FROM PDA (REQUEST #7)</b>							<b>\$547,219.27</b>
---	--	--	--	--	--	--	---------------------



**Blaze Sign**  
 525 W. Maple  
 Pocatello, ID 83201  
 208-232-7739

# Invoice

Date	Invoice #
12/29/2004	1316

<b>Bill To</b>
City of Pocatello PO Box 4169 Pocatello, ID 83205

<b>Project location</b>
First National Bar 232 W. Center St. Pocatello

P.O. No.	Terms	Due Date	Rep	Project
	30 days	1/28/2005	Tony	16141

Quantity	Description	Rate	Amount
1	Fix sign so that it will not swing  First National Bar's Sign -Fixed so it would not hit decorative street light	200.00	200.00

DATE: 1/21/05  
 CUST. # 077-6001-451  
 ADJ. # 40-99  
 PROJ. #/AMT. EG-0016  
 TL. DIV. AMT. \$ 200  
 AP. BY: [Signature]  
 SEQ. NO. [ ]

THANKS FOR CHOOSING BLAZE!  Please pay from this invoice. No statement will be sent unless specifically requested.  A late payment charge of 1.5% per month will be added to all invoices unpaid after 30 days.	<b>Subtotal</b>	\$200.00
	<b>Sales Tax (6.0%)</b>	\$0.00
	<b>Total</b>	\$200.00
	<b>Payments/Credits</b>	\$0.00
	<b>Balance Due</b>	\$200.00

SEND TO

Pocatello City (Curt Neville)  
 Box4169  
 Pocatello Id. 83201  
 234-6250

SHIPPED TO

Mollinelli's Jewelry (Jack Clark)  
 126 N. Main  
 Pocatello Id. 83204  
 232-0972

MATERIALS

	QUANTITY	PRICE	TOTAL
1) preferred 26 Comments: Front entryway Area	Slippery Rock 96.00 SqFt	\$1.29	\$123.84
<b>Subtotal:</b>			<b>\$123.84</b>

LABOR

	QUANTITY	PRICE	TOTAL
1) Outdoor Carpet	96.00 SqFt	\$0.60	\$57.60
2) Remove Glue Down Carpet ** **	80.00 SqFt	\$0.37	\$29.60
3) Haul Away (min.) ** **	1.00 Each	\$35.00	\$35.00
4) Outdoor Glue 1 Gal. ** **	2.00 Each	\$16.00	\$32.00
5) Outdoor Reducer ** **	28.00 LnFt	\$3.00	\$84.00
6) Floor Embossing (Leveling) ** **	96.00 SqFt	\$1.50	\$144.00
7) Coving Carpet ** **	23.00 LnFt	\$2.25	\$51.75
<b>Subtotal:</b>			<b>\$433.95</b>

*Completed  
 1 TRACKS  
 15M*

DATE 5/31/05

ACCT.# 077-6001-451 - 40-99

PROJ.# EGCOIL

TL INV. AMT. \$ 563.99

APPR. BY. Ba

GROUP#

TRANS.#

Comments:

Subtotal:	\$557.79
Misc:	\$6.20
Total:	\$563.99
Payments:	\$0.00
Balance:	<u>\$563.99</u>

TERMS AND CONDITIONS:

Buyer has read and understand the reverse side hereof containing the additional terms of this agreement. This charge includes other costs incidental to operations, shipping, handling and labor warranties.

REPRESENTATIVE

PURCHASER'S SIGNATURE

# **BECO Construction Co., Inc.**

May 17, 2005

Greg Lanning  
City of Pocatello  
P.O. Box 4169  
Pocatello, Idaho 83205-4169

**This Correspondence Constitutes Settlement Negotiations Pursuant to I.R.E. 408**

Re: *BECO Construction Co., Inc. v. City of Pocatello and J-U-B Engineers, Inc.*,  
Bannock County District Court, Case No. CV 05-1355 OC

Dear Greg:

As you are aware, over the last several days we have been meeting with our subcontractors and the City of Pocatello in an effort to resolve all outstanding issues between BECO Construction and the City of Pocatello in connection with the above-referenced legal action. Attached is a spreadsheet representing BECO's pay request and offer to the City as payment to compromise all outstanding issues for this case.

As you will note, this offer includes a payment by BECO of liquidated damages in the amount of \$88,700.00. This is a lump sum and includes any and all liquidated damages previously assessed to BECO. This payment is an offer of compromise and is not tied to any specific dates or phases of liquidated damages. The terms will be more precisely detailed a written settlement agreement which will precede a stipulation dismissing the parties' claims with prejudice. Acceptance of this offer constitutes discharge and release with prejudice by both parties. BECO specifically reserves the right, individually, with its subcontractors or the City of Pocatello, to pursue any and all claims against J-U-B Engineers, Inc.

Please review this offer and the attached spreadsheet and let me know whether you accept or reject as soon as possible. This letter is written pursuant to Rule 408 of the Idaho Rules of Evidence and is intended as an offer to compromise disputed claims.

Sincerely,



Doyle Beck  
BECO Construction Co., Inc.

*Environmental Contractors • We are an Equal Opportunity Employer*

**P.O. Box 1768 • Idaho Falls, Idaho 83403-1768 • Phone (208) 529-9891 • FAX (208) 522-8949**

CONTRACTOR: BECO CONSTRUCTION CO., INC.  
 TO: CITY OF POCA TELLO  
 CONTRACT FOR: DOWNTOWN REINVESTMENT PROJECT, PHASE I  
 FOR WORK ACCOMPLISHED COVERING PERIOD THROUGH 05/11/05 - Estimate # 7

ITEM NO.	DESCRIPTION	BID QUANT.	UNIT	UNIT PRICE	BID TOTAL	PAYED QUAN.	UNIT	PAYED TOTAL	This Est QUAN.	This Est TOTAL	To Date QUAN.	UNIT	To Date TOTAL
202.4.1.A.1	Excavation	10250	CY	\$14.75	\$151,187.50	10250	CY	\$151,187.50	0	\$0.00	10250	CY	\$151,187.50
202.4.1.A.1	Unsuitable Material Excavation	1230	CY	\$40.00	\$49,200.00	130	CY	\$5,200.00	0	\$0.00	130	CY	\$5,200.00
207.4.1.A.1	Removal of Obstructions	1	LS	\$58,000.00	\$58,000.00	1	LS	\$58,000.00	0	\$0.00	1	LS	\$58,000.00
207.4.1.B.1	Rem of Concrete Sidewalks and Driveways	5490	SY	\$9.50	\$52,155.00	5704	SY	\$54,188.00	0	\$0.00	5704	SY	\$54,188.00
207.4.1.C.1	Rem of Aband Storm, Sanitary, Waterlines	1000	LF	\$2.60	\$2,600.00	2032	LF	\$5,283.20	0	\$0.00	2032	LF	\$5,283.20
207.4.1.D.1	Rem of Asphalt Pavement	13420	SY	\$4.20	\$56,364.00	13259	SY	\$55,687.80	0	\$0.00	13259	SY	\$55,687.80
207.4.1.E.3	Rem of Street Lights and poles	77	EA	\$137.00	\$10,549.00	77	EA	\$10,549.00	0	\$0.00	77	EA	\$10,549.00
302.4.1.A.1	Rock Excavation	600	CY	\$126.00	\$75,600.00	608	CY	\$76,608.00	0	\$0.00	608	CY	\$76,608.00
305.4.1.A.1	Pipe bedding for 6" thru 12" Diam Pipe	2352	LF	\$3.00	\$7,056.00	2328	LF	\$6,984.00	0	\$0.00	2328	LF	\$6,984.00
305.4.1.A.1	Pipe Bedding for 18" Deam Pipe	2098	LF	\$3.00	\$6,294.00	2105	LF	\$6,315.00	0	\$0.00	2105	LF	\$6,315.00
305.4.1.A.1	Pipe Bedding for 24" Deam Pipe	1890	LF	\$4.00	\$7,560.00	1805	LF	\$7,220.00	0	\$0.00	1805	LF	\$7,220.00
401.4.1.A.1	Water Main pipe 6" Diam Thick cl 350 Pipe	20	LF	\$38.00	\$760.00	22	LF	\$836.00	0	\$0.00	22	LF	\$836.00
401.4.1.A.1	Water Main Pipe 8" Diam Thick cl 350 Pipe	208	LF	\$63.00	\$13,104.00	210	LF	\$13,230.00	0	\$0.00	210	LF	\$13,230.00
401.4.1.A.1	Water Main Pipe 12" Diam Thick cl 350 Pipe	750	LF	\$53.00	\$39,750.00	778	LF	\$41,234.00	0	\$0.00	778	LF	\$41,234.00
401.4.1.A.1	Water Main Pipe 14" DI Thick cl 350 Pipe	58	LF	\$126.00	\$7,308.00	52	LF	\$6,552.00	0	\$0.00	52	LF	\$6,552.00
401.4.1.A.1	Water Main Pipe 18" DI thick cl 350 pipe	2052	LF	\$70.00	\$143,640.00	2058	LF	\$144,060.00	0	\$0.00	2058	LF	\$144,060.00
401.4.1.B.1	Wtr main fitting sz 6" blind flange DI AWWA C110	2	EA	\$63.00	\$126.00	3	EA	\$189.00	0	\$0.00	3	EA	\$189.00
401.4.1.B.1	Wtr main fitting sz 6" Coupler DI AWWA C110	2	EA	\$105.00	\$210.00	2	EA	\$210.00	0	\$0.00	2	EA	\$210.00
401.4.1.B.1	Wtr main fitting sz 6"x8" tee DI awwa C110	2	EA	\$210.00	\$420.00	1	EA	\$210.00	0	\$0.00	1	EA	\$210.00
401.4.1.B.1	Wtr Main fitting sz 8" blind flange DI awwa C110	4	EA	\$79.00	\$316.00	3	EA	\$237.00	0	\$0.00	3	EA	\$237.00
401.4.1.B.1	Wtr main fitting sz 8" Coupler DI AWWA C110	1	EA	\$136.00	\$136.00	2	EA	\$272.00	0	\$0.00	2	EA	\$272.00
401.4.1.B.1	Wtr main fitting sz 8"x6" Tee DI AWWA C110	1	EA	\$210.00	\$210.00	1	EA	\$210.00	0	\$0.00	1	EA	\$210.00
401.4.1.B.1	Wtr main fitting sz 8"x8" Tee DI AWWA C110	3	EA	\$273.00	\$819.00	3	EA	\$819.00	0	\$0.00	3	EA	\$819.00
401.4.1.B.1	Wtr main fitting sz 12" 90 deg elbow DI Awwa C110	1	EA	\$400.00	\$400.00	1	EA	\$400.00	0	\$0.00	1	EA	\$400.00
401.4.1.B.1	Wtr main fitting sz 12" Blind flange DI AWWA C110	5	EA	\$137.00	\$685.00	6	EA	\$822.00	0	\$0.00	6	EA	\$822.00
401.4.1.B.1	Wtr main fitting sz 12" coupler DI AWWA C110	2	EA	\$190.00	\$380.00	4	EA	\$760.00	0	\$0.00	4	EA	\$760.00
401.4.1.B.1	Wtr main fitting sz 12"x12" Tee DI Awwa C110	4	EA	\$504.00	\$2,016.00	4	EA	\$2,016.00	0	\$0.00	4	EA	\$2,016.00
401.4.1.B.1	Wtr main fitting sz 12"x16" Tee DI AWWA C110	1	EA	\$1,470.00	\$1,470.00		EA	\$0.00	0	\$0.00	0	EA	\$0.00
401.4.1.B.1	Wtr main fitting sz 12"x4" reducer DI AWWA C110	1	EA	\$190.00	\$190.00	1	EA	\$190.00	0	\$0.00	1	EA	\$190.00
401.4.1.B.1	Wtr main fitting sz 12"x8" Tee, DI AWWA c110	1	EA	\$346.00	\$346.00	1	EA	\$346.00	0	\$0.00	1	EA	\$346.00
401.4.1.B.1	Wtr main fitting sz 14" Blind flange DI AWWA C110	2	EA	\$242.00	\$484.00	3	EA	\$726.00	0	\$0.00	3	EA	\$726.00
401.4.1.B.1	Wtr main fitting sz 14" romac coupler DI AWWA C110	3	EA	\$368.00	\$1,104.00	3	EA	\$1,104.00	0	\$0.00	3	EA	\$1,104.00
401.4.1.B.1	Wtr main fitting sz 14"x14" Tee DI AWWA C110	3	EA	\$1,050.00	\$3,150.00	2	EA	\$2,100.00	0	\$0.00	2	EA	\$2,100.00
401.4.1.B.1	Wtr main fitting sz 18: blind flange DI Awwa C110	2	EA	\$410.00	\$820.00	2	EA	\$820.00	0	\$0.00	2	EA	\$820.00
401.4.1.B.1	Wtr main fitting sz 18" to 12" reducer DI Awwa C110	1	EA	\$1,785.00	\$1,785.00	1	EA	\$1,785.00	0	\$0.00	1	EA	\$1,785.00
401.4.1.B.1	Wtr main fitting sz 18"x12" cross DI AWWA C110	2	EA	\$2,205.00	\$4,410.00	2	EA	\$4,410.00	0	\$0.00	2	EA	\$4,410.00

05/17/2005

PAGE 1 of 4

pay request 7 w subs1.WK4

401.4.1.B.1	Wtr main fitting sz 18"x14" Tee DI AWWA C110	2	EA	\$1,155.00	\$2,310.00	1	EA	\$1,155.00	0	\$0.00	1	EA	\$1,155.00
401.4.1.B.1	Wtr Main fitting sz 18"x8" Tee DI AWWA C110	3	EA	\$1,500.00	\$4,500.00	3	EA	\$4,500.00	0	\$0.00	3	EA	\$4,500.00
401.4.1.B.1	Wtr main fitting sz 14" 90 degr elbow DI AWWA C110	1	EA	\$675.00	\$675.00	1	EA	\$0.00	0	\$0.00	0	EA	\$0.00
401.4.1.B.1	Wtr main fitting sz 18"x14" Tee DI AWWA C110	1	EA	\$1,000.00	\$1,000.00	1	EA	\$1,000.00	0	\$0.00	1	EA	\$1,000.00
401.4.1.A.1	Valve sz 6" type resilient seated gate valves	4	EA	\$220.00	\$880.00	2	EA	\$440.00	0	\$0.00	2	EA	\$440.00
401.4.1.A.1	Valve sz 8" type resilient seated gate valves	5	EA	\$1,050.00	\$5,250.00	7	EA	\$7,350.00	0	\$0.00	7	EA	\$7,350.00
401.4.1.A.1	Valve sz 12" type resilient seated gate valves	10	EA	\$1,680.00	\$16,800.00	9	EA	\$15,120.00	0	\$0.00	9	EA	\$15,120.00
401.4.1.A.1	Valve sz 14" valves (city furnished)	6	EA	\$1,470.00	\$8,820.00	4	EA	\$5,880.00	0	\$0.00	4	EA	\$5,880.00
401.4.1.A.1	Valve sz 18" butterfly valves	10	EA	\$4,650.00	\$46,500.00	10	EA	\$46,500.00	0	\$0.00	10	EA	\$46,500.00
403.4.1.A.1	hydrant	6	EA	\$4,850.00	\$29,100.00	6	EA	\$29,100.00	0	\$0.00	6	EA	\$29,100.00
403.4.1.B.2	fire service line sz 4" long	2	EA	\$2,850.00	\$5,700.00	3	EA	\$8,550.00	0	\$0.00	3	EA	\$8,550.00
403.4.1.B.2	fire service line sz 4" short	3	EA	\$1,375.00	\$4,125.00	1	EA	\$1,375.00	0	\$0.00	1	EA	\$1,375.00
403.4.1.B.2	fire service line sz 6" long	3	EA	\$3,000.00	\$9,000.00	1	EA	\$3,000.00	0	\$0.00	1	EA	\$3,000.00
403.4.1.B.2	fire service line sz 6" short	2	EA	\$1,500.00	\$3,000.00	1	EA	\$1,500.00	0	\$0.00	1	EA	\$1,500.00
403.4.1.B.2	fire service line sz 8" long	4	EA	\$3,700.00	\$14,800.00	4	EA	\$14,800.00	0	\$0.00	4	EA	\$14,800.00
403.4.1.B.2	fire service line sz " short	2	EA	\$3,800.00	\$7,600.00	1	EA	\$3,800.00	0	\$0.00	1	EA	\$3,800.00
404.4.1.A.1	interior water service	17	EA	\$1,700.00	\$28,900.00	12	EA	\$20,400.00	0	\$0.00	12	EA	\$20,400.00
404.4.1.A.1	wtr serv conn sz 1.5" long side inter wtr box	1	EA	\$2,000.00	\$2,000.00	1	EA	\$2,000.00	0	\$0.00	1	EA	\$2,000.00
404.4.1.A.1	wtr serv conn sz 2" long side inter wtr serv	3	EA	\$2,200.00	\$6,600.00	5	EA	\$11,000.00	0	\$0.00	5	EA	\$11,000.00
404.4.1.A.1	wtr serv conn sz 1" long side ext wtr serv & box	9	EA	\$1,400.00	\$12,600.00	15	EA	\$21,000.00	0	\$0.00	15	EA	\$21,000.00
404.4.1.A.1	wtr serv conn sz 1.5" long side ext wtr serv & box	2	EA	\$2,300.00	\$4,600.00	0	EA	\$0.00	0	\$0.00	0	EA	\$0.00
404.4.1.A.1	wtr serv conn site 1" short side inter wtr serv	17	EA	\$1,400.00	\$23,800.00	10	EA	\$14,000.00	0	\$0.00	10	EA	\$14,000.00
404.4.1.A.1	wtr serv conn sz 1.5" short side inter wtr serv	2	EA	\$1,600.00	\$3,200.00	2	EA	\$3,200.00	0	\$0.00	2	EA	\$3,200.00
404.4.1.A.1	wtr serv conn sz 1" short side ext wtr serv & box	6	EA	\$1,000.00	\$6,000.00	8	EA	\$8,000.00	0	\$0.00	8	EA	\$8,000.00
404.4.1.A.1	wtr serv conn sz 1.5" short side ext wtr serv & box	1	EA	\$3,000.00	\$3,000.00	1	EA	\$3,000.00	0	\$0.00	1	EA	\$3,000.00
404.4.1.A.1	wtr serv conn sz 2" short side ext wtr serv & box	1	EA	\$3,500.00	\$3,500.00	2	EA	\$7,000.00	0	\$0.00	2	EA	\$7,000.00
404.4.1.A.1	wtr serv conn siz 3" long side Interior	1	EA	\$6,000.00	\$6,000.00	0	EA	\$0.00	0	\$0.00	0	EA	\$0.00
404.4.1.A.2	city and or state plumbing fee	60	EA	\$21.00	\$1,260.00	6	EA	\$126.00	0	\$0.00	6	EA	\$126.00
601.4.1.A.3	12" storm drain pipe class astm d3034 sdr 35	1134	LF	\$31.00	\$35,154.00	1122	LF	\$34,782.00	0	\$0.00	1122	LF	\$34,782.00
601.4.1.A.3	12" storm drain pipe cl astm d2241 water class pipe	117	LF	\$39.00	\$4,563.00	158	LF	\$6,162.00	0	\$0.00	158	LF	\$6,162.00
601.4.1.A.3	24" storm drain pipe class astm f697 t-1	1843	LF	\$66.00	\$121,638.00	1801	LF	\$118,866.00	0	\$0.00	1801	LF	\$118,866.00
602.4.1.A.1	storm drain manhole sz 48" diam	11	EA	\$1,800.00	\$17,600.00	12	EA	\$19,200.00	0	\$0.00	12	EA	\$19,200.00
602.4.1.A.1	storm drain manhole sz 72" diam	1	EA	\$2,500.00	\$2,500.00	1	EA	\$2,500.00	0	\$0.00	1	EA	\$2,500.00
602.4.1.F.1	catch basin city standard type 1	39	EA	\$950.00	\$37,050.00	38	EA	\$36,100.00	0	\$0.00	38	EA	\$36,100.00
602.4.1.G.1	roof/canopy drain long	15	EA	\$1,800.00	\$27,000.00	13	EA	\$23,400.00	0	\$0.00	13	EA	\$23,400.00
602.4.1.G.1	roof/canopy drain short	3	EA	\$800.00	\$2,400.00	6	EA	\$4,800.00	0	\$0.00	6	EA	\$4,800.00
706.4.1.A.3	standard curv and gutter	5630	LF	\$13.70	\$77,131.00	5630	LF	\$77,131.00	0	\$0.00	5630	LF	\$77,131.00
706.4.1.E.1	concrete sidewalks	3430	SY	\$37.50	\$128,625.00	3792.6	SY	\$142,222.50	0	\$0.00	3792.6	SY	\$142,222.50
706.4.1.F.1	concrete driveway approach	500	SY	\$47.00	\$23,500.00	495.3	SY	\$23,279.10	0	\$0.00	495.3	SY	\$23,279.10
706.4.1.G.1	concrete pedestrian ramp	21	EA	\$430.00	\$9,030.00	20	EA	\$8,600.00	0	\$0.00	20	EA	\$8,600.00
802.4.1.B.1	type 1 chrushed aggr for base for roadway	6100	TONS	\$15.25	\$93,025.00	6081.1	TONS	\$92,736.78	0	\$0.00	6081.1	TONS	\$92,736.78
802.4.1.B.1	type 2 chrushed aggr for subbase for roadway	9050	TONS	\$11.50	\$104,075.00	8150.62	TONS	\$93,732.13	0	\$0.00	8150.62	TONS	\$93,732.13

05/17/2005

PAGE 2 of 4

pay request 7 w subs1.WK

810.4.1.B.1	crushed aggr for sidewalk base	3250	TONS	\$18.00	\$52,000.00	3280	TONS	\$52,480.00	0	\$0.00	3280	TONS	\$52,480.00
810.4.1.A.1	class 1 plant mix pavement	3074	TONS	\$41.00	\$125,034.00	2996.5	TONS	\$122,856.50	0	\$0.00	2996.5	TONS	\$122,856.50
810.4.1.B.1	misc plant mix pavement	200	SY	\$26.00	\$5,200.00	310	SY	\$8,060.00	0	\$0.00	310	SY	\$8,060.00
1105.4.1.A.1.A	install new sign foundation	24	EA	\$65.00	\$1,560.00	22	EA	\$1,430.00	0	\$0.00	22	EA	\$1,430.00
1105.4.1.A.1.A	remove sign and salvage to city	30	EA	\$53.00	\$1,590.00	30	EA	\$1,590.00	0	\$0.00	30	EA	\$1,590.00
2010.4.1.A.1	mob weekly const. meeting	1	LS	\$30,000.00	\$30,000.00	1	LS	\$30,000.00	0	\$0.00	1	LS	\$30,000.00
2020.4.1.C.1	furnishing & placing monument frame & cover	6	EA	\$200.00	\$1,200.00	6	EA	\$1,200.00	0	\$0.00	6	EA	\$1,200.00
2030.4.1.A.1	existing manhole adjust to grade	4	EA	\$350.00	\$1,400.00	4	EA	\$1,400.00	0	\$0.00	4	EA	\$1,400.00
2030.4.1.C.1	existing valve box adjust to grade	1	EA	\$300.00	\$300.00	1	EA	\$300.00	0	\$0.00	1	EA	\$300.00
2060.4.1.A.1	subgrade separation geotextile	19634	SY	\$1.40	\$27,487.60	17895	SY	\$25,053.00	0	\$0.00	17895	SY	\$25,053.00
SP-1	concrete unit pavers	13640	SF	\$8.50	\$115,940.00	14003	SF	\$119,025.50	0	\$0.00	14003	SF	\$119,025.50
SP-4A	luminaire foundation	80	EA	\$352.00	\$28,160.00	81	EA	\$28,512.00	0	\$0.00	81	EA	\$28,512.00
SP-4B	set city provided luminaire pole and fixture	30	EA	\$182.00	\$5,460.00	30	EA	\$5,460.00	0	\$0.00	30	EA	\$5,460.00
SP-4C	set contractor provided luminaire pole & fix	50	EA	\$182.00	\$9,100.00	50	EA	\$9,100.00	0	\$0.00	50	EA	\$9,100.00
SP-4D	lighting and light receptacle wiring and conduit	1	LS	\$165,000.00	\$165,000.00	1	LS	\$165,000.00	0	\$0.00	1	LS	\$165,000.00
SP-4E	tree lighting wiring conduit and receptacle	1	LS	\$36,000.00	\$36,000.00	1	LS	\$36,000.00	0	\$0.00	1	LS	\$36,000.00
SP-4F	electrical service trees lights and signals	1	LS	\$25,000.00	\$25,000.00	1	LS	\$25,000.00	0	\$0.00	1	LS	\$25,000.00
SP-5A	signal rewire main and lewis	1	LS	\$7,350.00	\$7,350.00	1	LS	\$7,350.00	0	\$0.00	1	LS	\$7,350.00
SP-5B	signal rewire main and clark	1	LS	\$7,350.00	\$7,350.00	1	LS	\$7,350.00	0	\$0.00	1	LS	\$7,350.00
SP-5C	signal rewire main and center	1	LS	\$7,350.00	\$7,350.00	1	LS	\$7,350.00	0	\$0.00	1	LS	\$7,350.00
SP-5D	new central power panel box	1	LS	\$9,000.00	\$9,000.00	1	LS	\$9,000.00	0	\$0.00	1	LS	\$9,000.00
SP-5E	interconnect conduit for traffic signals	1	LS	\$7,600.00	\$7,600.00	1	LS	\$7,600.00	0	\$0.00	1	LS	\$7,600.00
SP-6	traffic control	1	LS	\$80,000.00	\$80,000.00	0.8	LS	\$84,000.00	0.2	\$16,000.00	1	LS	\$80,000.00
SP-6A	business access sign and post	8	EA	\$400.00	\$3,200.00	8	EA	\$3,200.00	0	\$0.00	8	EA	\$3,200.00
SP-7	irrigation system	1	LS	\$23,000.00	\$23,000.00	1	LS	\$23,000.00	0	\$0.00	1	LS	\$23,000.00
SP-8A	place structural planting material	1668	CY	\$32.00	\$53,376.00	1613	CY	\$51,818.00	55	\$1,760.00	1668	CY	\$53,376.00
SP-8B	transplant tree	3	EA	\$820.00	\$2,460.00	3	EA	\$0.00	3	\$2,460.00	3	EA	\$2,460.00
SP-8C	plant tree	24	EA	\$355.00	\$8,520.00	24	EA	\$8,520.00	0	\$0.00	24	EA	\$8,520.00
SP-8D-1	48"x48" tree grate frame	27	EA	\$315.00	\$8,505.00	21	EA	\$6,615.00	0	\$0.00	21	EA	\$6,615.00
SP-8D-2	36"x36" tree grate frame	10	EA	\$315.00	\$3,150.00	5	EA	\$1,575.00	0	\$0.00	5	EA	\$1,575.00
SP-8E	48"x48" tree grate and frame	17	EA	\$1,200.00	\$20,400.00	10	EA	\$12,000.00	0	\$0.00	10	EA	\$12,000.00
SP-8F	tree guard	44	EA	\$600.00	\$26,400.00	44	EA	\$26,400.00	0	\$0.00	44	EA	\$26,400.00
SP-8G	tree warranty 24 ea	1	LS	\$5,000.00	\$5,000.00	1	LS	\$5,000.00	0	\$0.00	1	LS	\$5,000.00
SP-9	remove and reset street clock	1	LS	\$483.00	\$483.00	1	LS	\$483.00	0	\$0.00	1	LS	\$483.00
SP-10A	vault surface repair 312 w center	1	LS	\$3,000.00	\$3,000.00	1	LS	\$3,000.00	0	\$0.00	1	LS	\$3,000.00
SP-10B	vault surface repair 101 n main	1	LS	\$3,000.00	\$3,000.00	0	LS	\$0.00	0	\$0.00	1	LS	\$3,000.00
SP-10C	vault surface repair 102 s main	1	LS	\$3,000.00	\$3,000.00	1	LS	\$3,000.00	0	\$0.00	1	LS	\$3,000.00
SP-10D	vault surface repair 240 w center	1	LS	\$3,000.00	\$3,000.00	1	LS	\$3,000.00	0	\$0.00	1	LS	\$3,000.00
SP-10E	vault surface repair 224 n main	1	LS	\$3,000.00	\$3,000.00	0.57	LS	\$1,710.00	0.43	\$1,290.00	1	LS	\$3,000.00
SP-10F	vault surface repair 230 w bonneville	1	LS	\$3,000.00	\$3,000.00	1	LS	\$3,000.00	0	\$0.00	1	LS	\$3,000.00
SP-11	irrigation drain	1	LS	\$30,000.00	\$30,000.00	0.97	LS	\$29,100.00	0.03	\$900.00	1	LS	\$30,000.00
SP-13	remove and reset banner poles	2	EA	\$500.00	\$1,000.00	2	EA	\$1,000.00	0	\$0.00	2	EA	\$1,000.00

05/17/2005

PAGE 3 of 4

pay request 7 w subs1.WK



SP-14A	2 gal expansion tank	30	EA	\$250.00	\$7,500.00	24	EA	\$6,000.00	0	\$0.00	24	EA	\$6,000.00
SP-14B	5 gal expansion tank	30	EA	\$265.00	\$7,950.00	24	EA	\$6,360.00	0	\$0.00	24	EA	\$6,360.00
SP-15	use tax	1	LS	\$5,500.00	\$5,500.00		LS	\$0.00	0	\$0.00	0	LS	\$0.00
SP-16	nonpotable main line separation encasement	5	EA	\$850.00	\$4,250.00	5	EA	\$4,250.00	0	\$0.00	5	EA	\$4,250.00
ADDITIVE ALTERNATE ITEMS													
SP-8C	plant tree	54	EA		\$0.00			\$0.00	0	\$0.00	0		\$0.00
SP-8E	36"x36" tree grate and frame	54	EA	\$315.00	\$17,010.00	54	EA	\$17,010.00	0	\$0.00	54	EA	\$17,010.00
SP-8F	tree guards	54	EA	\$315.00	\$17,010.00	58	EA	\$18,270.00	0	\$0.00	58	EA	\$18,270.00
SP-8G	tree warranty 54 ea	54	EA	\$610.00	\$32,940.00	62	EA	\$37,820.00	0	\$0.00	62	EA	\$37,820.00
SP-17	additional year of warranty and bonding	1	LS	\$2,625.00	\$2,625.00	1	LS	\$2,625.00	0	\$0.00	1	LS	\$2,625.00
SP-17	additional year of warranty and bonding	1	LS	\$3,200.00	\$3,200.00	1	LS	\$3,200.00	0	\$0.00	1	LS	\$3,200.00
CHANGE ORDERS:													
CO-1	added 45 deg bend for fire service	8	EA	\$367.50	\$2,940.00		EA	\$0.00	0	\$0.00	0	EA	\$0.00
CO-2	additional manhole work	1	LS	\$3,507.02	\$3,507.02	0.85	LS	\$2,997.75	0.15	\$509.27	0	EA	\$0.00
CO-3	payment to city for asphalt placement	1410.5	TONS	(\$15.00)	(\$21,157.50)	1410.5	TONS	(\$21,157.50)	0	\$-0.00	1410.5	TONS	(\$21,157.50)
CO-4	wcd-3 scotts vault lid construction	1	LS	\$7,113.75	\$7,113.75		LS	\$0.00	1	\$7,113.75	1	LS	\$7,113.75
CO-5	wcd-5 signal wiring on Aurthur	1	LS	\$3,150.00	\$3,150.00		LS	\$0.00	1	\$3,150.00	1	LS	\$3,150.00
CO-6	wcd-9 traffic signal pole foundations CANCELED	9	EACH	\$352.50	\$3,172.50		EACH	\$0.00	0	\$0.00	0	EACH	\$0.00
CO-7	wcd-10 scotts colored concrete strip	1	LS	\$3,157.00	\$3,157.00		LS	\$0.00	1	\$3,157.00	1	LS	\$3,157.00
CO-8	five 48" grates and frames	1	LS	\$4,024.97	\$4,024.97		LS	\$0.00	1	\$4,024.97	1	LS	\$4,024.97
CL 3	Unsuitable Excavation	1	LS	\$59,085.15	\$59,085.15		LS	\$0.00	1	\$59,085.15	1	LS	\$59,085.15
CL 4	Inserta Tee's	1	LS	\$28,899.15	\$28,899.15		LS	\$0.00	1	\$28,899.15	1	LS	\$28,899.15
CL 10	Lajardin	1	LS	\$7,600.00	\$7,600.00		LS	\$0.00	1	\$7,600.00	1	LS	\$7,600.00
CL 17 A	Light Pole Removal @ Alliance Title	1	LS	\$1,084.28	\$1,084.28		LS	\$0.00	1	\$1,084.28	1	LS	\$1,084.28
CL 17 B	Banner Pole Base Placement	2	EA	\$144.30	\$288.60		EA	\$0.00	2	\$288.60	2	LS	\$288.60
CL 18	Mollinellis Clock	1	LS	\$3,937.50	\$3,937.50		LS	\$0.00	1	\$3,937.50	1	LS	\$3,937.50
CL 22	Down Spout Treatments	1	LS	\$2,587.50	\$2,587.50		LS	\$0.00	1	\$2,587.50	1	LS	\$2,587.50
CL 24	Wells Fargo	1	LS	\$8,993.00	\$8,993.00		LS	\$0.00	1	\$8,993.00	1	LS	\$8,993.00
CL 25	Vaults \ Valve Box \ Manhole	1	LS	\$10,803.43	\$10,803.43		LS	\$0.00	1	\$10,803.43	1	LS	\$10,803.43
HK CR 2	Mnhl A-1 Mod	1	LS	\$3,665.79	\$3,665.79		LS	\$0.00	1	\$3,665.79	1	LS	\$3,665.79
HK CR 3	Added Fire Service Work	1	LS	\$1,050.00	\$1,050.00		LS	\$0.00	1	\$1,050.00	1	LS	\$1,050.00
HK WO 1014	Misc Fittings	1	LS	\$4,667.85	\$4,667.85		LS	\$0.00	1	\$4,667.85	1	LS	\$4,667.85
HK WO 1015	Relocate Existing Hydrant	1	LS	\$1,306.46	\$1,306.46		LS	\$0.00	1	\$1,306.46	1	LS	\$1,306.46
								Totals	\$2,572,779.25	\$174,333.71			
											LD Charge	\$2,747,112.96	
											Payed to Date	(\$88,700.00)	
												(\$1,975,152.86)	
											Total Due	\$683,260.10	

05/17/2005

PAGE 4 of 4

pay request 7 w subs1.WK

Roosevelt District\* Breakdown  
As of 5/31/05

District Balance	\$241,498.44
Fred Meyer Payment	-\$71,251.62
Estimated Project bid	-\$189,342.00
balance of estimated 2004 taxes	\$218,139.20
<b>Total Available at end of 2005</b>	<b>\$199,044.02</b>

\*District Ends in 2006. 2005 taxes are the last taxes collected.

\*\*To date the admin balance is \$162,522.72. This balance is 10% of taxes collected and will be paid with the final year's taxes.

June 7, 2005

Cac Turner  
City of Pocatello  
P.O. Box 4169  
Pocatello, ID 83205

RE: Roosevelt Phase 4 Bid Results Recommendation

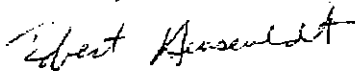
Dear Cac:

We have reviewed the Bid Documents and have found that Kiggin's Concrete is the apparent winner of Phase 4 of the Roosevelt Alameda Neighborhood Improvement Project. The winning bid total was \$189,342.00. We recommend that their bid be presented to the Pocatello Development Authority for approval in their next meeting on June 15, 2005.

Upon their approval, we will put together the notice of award and begin to administer the contracts. A preconstruction meeting will be also be set up and we will contact you with regards to the project starting and completion dates.

If you have any questions or require any additional information please call us at 234-0110.

Sincerely,



Robert Heuseveldt, EIT  
RMES

Cc: Tim Tingey, Neighborhood and Community Services, Division Manager

Attachment: Unit Price Bid Summary

**ROOSEVELT ALAMEDA-NEIGHBORHOOD IMPROVEMENT PROJECT**  
**PHASE 4 Unit Price Bid Summary**  
 7-Jun-05

ISPE #	ITEM	UNIT	QUANT	RMES ESTIMATE 155 S. 2nd Ave. 234-0110		Kiggin's Concrete 3610 U.S. Hwy 30 W 233-9165		Holm Construction 13207 N Dekay Rd 237-1624		Jack B Parson Companies PO Box 4002 232-6798	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
	<b>SITE PREP</b>										
207-A	Misc. Removal of Obstructions	L.S.	1	\$ 1,000.00	\$ 1,000.00	\$ 2,000.00	\$ 2,000.00	\$ 5,585.00	\$ 5,585.00	\$ 5,800.00	\$ 5,800.00
207-C	Removal of Curb and Gutter	L.F.	520	\$ 3.00	\$ 1,560.00	\$ 5.00	\$ 2,600.00	\$ 5.30	\$ 2,756.00	\$ 6.50	\$ 2,860.00
207-C2	Removal of Concrete	L.F.	1,977	\$ 2.50	\$ 4,942.50	\$ 1.00	\$ 1,977.00	\$ 2.35	\$ 4,645.95	\$ 2.50	\$ 4,942.50
207-D1	Removal of 0"-6" dia. Tree	E.A.	9	\$ 200.00	\$ 1,800.00	\$ 275.00	\$ 2,475.00	\$ 200.00	\$ 1,800.00	\$ 55.50	\$ 499.50
207-D2	Removal of 6"-24" dia. Tree	E.A.	6	\$ 275.00	\$ 1,650.00	\$ 350.00	\$ 2,100.00	\$ 800.00	\$ 4,800.00	\$ 250.00	\$ 1,500.00
207-D3	Removal of tree (larger than 24")	E.A.	5	\$ 500.00	\$ 2,500.00	\$ 500.00	\$ 2,500.00	\$ 1,200.00	\$ 6,000.00	\$ 700.00	\$ 3,500.00
210	SRW Retaining Wall	S.F.	500	\$ 25.00	\$ 12,500.00	\$ 18.00	\$ 9,000.00	\$ 35.00	\$ 17,500.00	\$ 39.00	\$ 19,500.00
	<b>SURFACE REPAIRS</b>										
307-A1	Misc. Surface Restoration	C.A.	1	\$ 5,000.00	\$ 5,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
307-D	(Asphalt) Restoration	S.F.	7,790	\$ 3.00	\$ 23,370.00	\$ 4.00	\$ 31,160.00	\$ 3.10	\$ 24,149.00	\$ 5.15	\$ 40,110.50
307-B	(Concrete) Restoration	S.F.	1,050	\$ 4.00	\$ 4,200.00	\$ 3.60	\$ 3,780.00	\$ 4.15	\$ 4,357.50	\$ 3.30	\$ 3,465.00
307-C	(Gravel) Restoration	S.F.	1,200	\$ 1.50	\$ 1,800.00	\$ 1.00	\$ 1,200.00	\$ 1.75	\$ 2,100.00	\$ 1.95	\$ 2,340.00
307-E	(Sod) Restoration	S.F.	12,600	\$ 0.65	\$ 8,125.00	\$ 0.85	\$ 10,625.00	\$ 1.30	\$ 16,250.00	\$ 0.95	\$ 10,625.00
	<b>CONCRETE CONSTRUCTION</b>										
706-A	Curb and Gutter (Type unspecified)	L.F.	627	\$ 12.15	\$ 7,618.05	\$ 15.00	\$ 9,405.00	\$ 15.00	\$ 9,405.00	\$ 16.00	\$ 10,032.00
706-F	Concrete Sidewalk (Approaches)	S.F.	22,340	\$ 3.10	\$ 69,254.00	\$ 3.50	\$ 78,190.00	\$ 4.15	\$ 92,711.00	\$ 3.90	\$ 87,126.00
	<b>MISC. CONSTRUCTION</b>										
901	Irrigation System Repairs	L.F.	900	\$ 3.75	\$ 3,375.00	\$ 4.00	\$ 3,600.00	\$ 8.00	\$ 7,200.00	\$ 7.70	\$ 6,930.00
2040	Fence Repairs	L.F.	1,090	\$ 5.00	\$ 5,450.00	\$ 5.00	\$ 5,450.00	\$ 12.00	\$ 13,080.00	\$ 16.00	\$ 17,440.00
	<b>MISC. ITEMS</b>										
1103	Traffic Control	L.S.	1	\$ 6,000.00	\$ 6,000.00	\$ 4,000.00	\$ 4,000.00	\$ 8,500.00	\$ 8,500.00	\$ 9,200.00	\$ 9,200.00
2010	Mobilization	L.S.	1	\$ 8,000.00	\$ 8,000.00	\$ 12,000.00	\$ 12,000.00	\$ 11,300.00	\$ 11,300.00	\$ 13,500.00	\$ 13,500.00
2020	Tree Installation	E.A.	12	\$ 400.00	\$ 4,800.00	\$ 440.00	\$ 5,280.00	\$ 500.00	\$ 6,000.00	\$ 467.50	\$ 5,610.00
2050	Towing	C.A.	1	\$ 500.00	\$ 500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	<b>ESTIMATED CONSTRUCTION TOTAL</b>										
	Contingency (10%)				\$ 173,444.55						
	10% Contingency				\$ 17,344.46						
	<b>ESTIMATED CONSTRUCTION TOTAL</b>				<b>\$ 190,789.01</b>		<b>\$ 189,342.00</b>		<b>\$ 240,139.45</b>		<b>\$ 246,988.50</b>

# GREAT BASIN ENGINEERING - South

2010 North Redwood Road • P.O. Box 16747 • Salt Lake City, Utah 84116  
 (801) 521-8529 • (801) 394-7288 • Fax (801) 521-9551



CONSULTING ENGINEERS  
AND LAND SURVEYORS

Preliminary Cost Estimate - Public Street Improvements - Rail Crossings - Pocatello, ID  
 04/19/05

## Engineers Estimate for Public Improvements

This estimate is preliminary and subject to change upon completion of construction drawings.  
 This estimate does not include costs for the north side of Yellowstone.

Grand Total	\$375,032.25
-------------	--------------

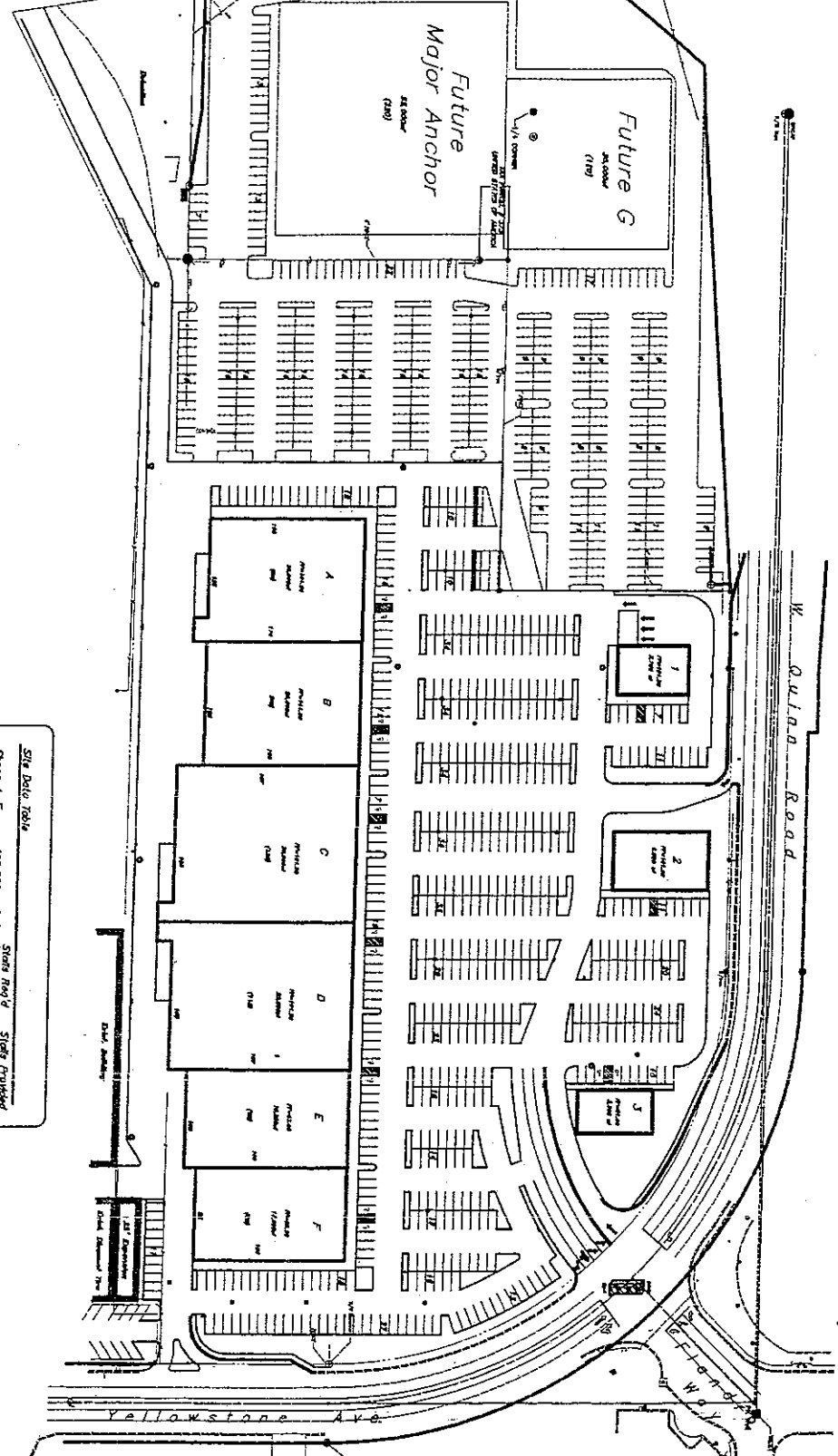
--

### Public Improvements

Item No.	Description	Quantity	Unit Price	Cost
	Driveway on W. Quinn			
1	Demolition	290 LF	4.00 LF	\$1,160.00
2	Curb & Gutter	290 LF	11.00 LF	\$3,190.00
3	Asphalt	3100 SF	1.70 SF	\$5,270.00
4	4' Sidewalk	290 LF	8.00 LF	\$2,320.00
5	Storm Drain Boxes	3 EA	1500.00 EA	\$4,500.00
6	18-inch Storm Drain	260 LF	35.00 LF	\$9,100.00
7	Power Pole Relocation	1 EA	15000.00 EA	\$15,000.00
	Flandro Intersection			
8	Signal	1 EA	185000.00 EA	\$185,000.00
9	Demolition	215 LF	4.00 LF	\$860.00
10	Curb & Gutter	210 LF	11.00 LF	\$2,310.00
11	Asphalt	13700 SF	1.70 SF	\$23,290.00
12	4-foot Sidewalk	210 LF	8.00 LF	\$1,680.00
13	Storm Drain Boxes	3 EA	1500.00 EA	\$4,500.00
14	18-inch Storm Drain	300 LF	35.00 LF	\$10,500.00
	Driveway on Yellowstone			
15	Demolition	180 LF	4.00 LF	\$720.00
16	Curb & Gutter	170 LF	11.00 LF	\$1,870.00
17	Asphalt	1500 SF	1.70 SF	\$2,550.00
18	4-foot sidewalk	190 LF	8.00 LF	\$1,520.00
19	Storm Drain Boxes	2 EA	1500.00 EA	\$3,000.00
20	18-inch Storm Drain Pipe	220 LF	35.00 LF	\$7,700.00
21	Pork Chop Driveway Control	1 EA	2000.00 EA	\$2,000.00
	Replace Exist. C&G & Sidewalk			
22	Demolition (W. Quinn)	225 LF	4.00 LF	\$900.00
23	Curb & Gutter (W. Quinn)	225 LF	11.00 LF	\$2,475.00
24	4-foot Sidewalk (W. Quinn)	225 LF	8.00 LF	\$1,800.00
25	Demolition (Yellowston)	300 LF	4.00 LF	\$1,200.00
26	Curb & Gutter (Yellowstone)	300 LF	11.00 LF	\$3,300.00
27	4-foot Sidewalk (Yellowstone)	300 LF	8.00 LF	\$2,400.00
28	Engineering	1 EA	26000.00 Ea	\$26,000.00

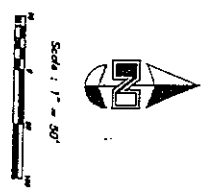
SUB TOTAL	\$326,115.00
15% Contingency	\$48,917.25
<b>TOTAL</b>	<b>\$375,032.25</b>

McKinley



**SITE DATA TABLE**

Item	Quantity	Area (sq ft)	Area (sq ft)	Area (sq ft)	Area (sq ft)	Area (sq ft)	Area (sq ft)
Storey A-F	123,000	210,000	210,000	432,000	432,000	432,000	432,000
Future Major Anchor	20,000	20,000	20,000	20,000	20,000	20,000	20,000
Future G	1,500	1,500	1,500	1,500	1,500	1,500	1,500
Total	143,500	143,500	143,500	472,000	472,000	472,000	472,000
Future Major Anchor	20,000	20,000	20,000	20,000	20,000	20,000	20,000
Future G	1,500	1,500	1,500	1,500	1,500	1,500	1,500
Future Provided	24,000	24,000	24,000	24,000	24,000	24,000	24,000



<p>21 Feb. 2008 C1.0</p>	<p>Preliminary Site Plan Pocatello, Idaho Electrical Position</p>	<p><b>GREAT BASIN ENGINEERING - SOUTH</b> CONSULTING ENGINEERS and LAND SURVEYORS 2010 North Redwood Road, P.O. Box 18747 Salt Lake City, Utah 84118 Tel: 801-487-8888 Fax: 801-487-8889</p>
	<p>DATE: 2/1/08</p>	

## ECONOMIC DEVELOPMENT GRANT AGREEMENT

This Agreement is made this \_\_\_\_ day of May, 2005, by and between Rail Crossings, LLC, an Idaho limited liability company (hereinafter referred to as "Developer"), and the Pocatello Development Authority, an urban renewal agency formed under the laws of the State of Idaho (hereinafter referred to as "PDA").

### 1. Recitals

**1.1** Developer intends to redevelop a commercial area to be known as "Rail Crossings," along North Yellowstone on a parcel of land commonly referred to as the former Associated Foods area. The Developer has already commenced development by demolishing the old warehouse structure and has begun groundwork preparations, obtained engineering design services, and received preliminary approval for the development of several commercial pads and common parking lot and landscaping areas.

**1.2** PDA is a public body created as an urban renewal agency pursuant to Idaho Code §50-2006, part of the Idaho Urban Renewal Law of 1965. As an urban renewal agency established by the City Council of the City of Pocatello, PDA is charged with aiding and assisting economic development in the Pocatello area, including assisting developments that will retain and increase available jobs in the community; and is further charged with encouraging such development by private enterprise; all as more specifically provided in Idaho Code §§50-2002 and 50-2003, being part of the Idaho Urban Renewal Law, and Idaho Code §50-2902, being part of the Local Economic Development Act.

**1.3** Developer and PDA believe that it will be more feasible to attract commercial businesses to a site with adequate access from Yellowstone Avenue, including provisions for improved traffic flow.

1.4 PDA has determined that the above-described development project represents the type of urban area development to which it may apply revenue allocation funds (tax increment financing) under the applicable statutes; and that the same will promote economic development of the area and creation of jobs and increased tax base consistent with the applicable urban renewal plan. For that reason, PDA has committed to provide a total of \$320,000.00 to Developer for the project as delineated herein. Of said sum, \$240,000.00 shall be made available to Developer for payment of current work on the traffic signal at Yellowstone and Flandro and curb, gutter, and sidewalk improvements along Yellowstone and Quinn. The remaining \$80,000.00 shall be in the form of deferred payments to reimburse Developer for additional costs for the above-named work, said reimbursement to be derived from revenue generated by the tax increment from the Rail Crossing Project as it is received by the PDA.

1.5 By this Agreement, PDA and Developer wish to memorialize their mutual undertakings and commitments with respect to the project described herein and therefore, agree as follows:

**2. Provisions for the initial amount of \$240,000.00**

2.1 To further the proposed development and increased tax base expected therefrom, PDA agrees to provide to Developer the initial sum of Two Hundred Forty Thousand Dollars (\$240,000.00) to use in the project for public infrastructure as described in Paragraph 1.4.

2.2 PDA shall establish an internal construction account for this purpose, from which PDA shall pay Developer in response to qualified invoices for labor and materials submitted by Developer in connection with the development project. "Qualified invoices,"



shall mean invoices including adequate detail of the charges represented thereby, and which relate to infrastructure/site work identified in the attached "Preliminary Cost Estimate - Public Street Improvements" prepared by Great Basin Engineering, consistent with the applicable North Yellowstone Urban Renewal Plan and Idaho urban renewal law.

2.3 PDA shall establish a regular agenda item for each of its regular meetings (third Wednesday of the month) for consideration and approval of payments for invoices submitted pursuant to Paragraph 3.1 below.

**3. Rail Crossings LLC Responsibilities regarding initial \$240,000**

3.1 Developer shall present qualified invoices for payments by PDA no later than 5:00 p.m. on the first Friday of every month for presentation to the PDA in agenda packets mailed the second Wednesday of the month. Such qualified invoices shall be for work in the areas specified in the attached schedule of "PDA Allowed Work Items for Infrastructure and Site Costs," or similar work. Invoices must be accompanied by a statement from the project engineer verifying that the labor and materials for which payment is claimed have actually been performed and provided.

3.2 Developer shall provide to PDA such additional information respecting the work and payments as PDA may reasonably request.

3.3 Developer agrees that, in consideration for the availability of such economic development funds, to work diligently to obtain tenants for the commercial "pads" which will be developed within the Rail Crossings area. Developer agrees, in the event there are not at least two such tenant pads occupied with businesses in operation by September 1, 2008, to repay the full \$240,000.00 within 30 days of receipt of written demand by the PDA, or by October 10, 2008, whichever is earlier.

#### **4. Deferred Reimbursement Provisions - \$80,000**

4.1 To further the proposed development and the jobs enhancement expected therefrom, PDA agrees to provide Developer an additional sum of Eighty Thousand Dollars (\$80,000.00). Said sum shall not be in the form of an outright grant, but shall be available only after tax increment monies are received by PDA from the commercial enterprises in the development, and shall be paid pursuant to the following provisions.

4.2 Developer agrees to keep records of expenditures for all work set out on the "Preliminary Cost Estimate - Public Street Improvements" prepared by Great Basin Engineering and to provide same to the PDA. Expenditures in excess of the \$240,000.00 initially provided by PDA are eligible for reimbursement by PDA, up to a maximum of \$80,000, from future tax increment monies generated by commercial enterprises established within the Rail Crossings development within the North Yellowstone Urban Renewal Area.

4.3 Reimbursement of up to \$80,000.00 in expenditures shall be dependent upon the lease of a minimum of two of the proposed "pads" for commercial enterprises. Tax increment income generated by these and other commercial enterprises within the Rail Crossings development and forwarded to PDA by Bannock County may be available to be paid to Developer, provided PDA has received sufficient tax increment revenue from the North Yellowstone Revenue Allocation District to debt-service the bonds already issued for other infrastructure improvements within said District.

#### **5. Effect of Agreement**

5.1 It is understood by the parties to this Agreement that the amounts paid by PDA to Developer hereunder, through payment of invoices submitted by Developer, are not to be construed as compensation for specific services by Developer for PDA. Rather, the intent of

the parties is that the payments assist Developer in its need for capital in connection with the development project, and the parties shall take all action necessary to carry out that intent.

5.2 The parties acknowledge that the effect of the payments by PDA required hereunder will inure to the benefit of Developer, while having the corresponding benefit to the public purposes of PDA described above.

## **6. Miscellaneous**

6.1 This Agreement shall be governed by and construed under the laws of the State of Idaho; venue shall be the Sixth Judicial District for the County of Bannock.

6.2 In any litigation arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorney fees from the non-prevailing party. Determination of the prevailing party in any such litigation shall be made on the basis of the factors enumerated in Rule 54(d)(1)(B), Idaho Rules of Civil Procedure, as the same now exists or may subsequently be amended.

6.2 The effective date of this Agreement shall be May 15, 2005.

6.3 This Agreement shall be binding upon and inure to the benefit of the respective parties and their legal successors; but neither party may assign this Agreement without the express written consent of the other party.

6.4 Each party represents to the other that it has full legal authority to enter into and execute this Agreement and that the persons signing on behalf of each party have full legal authority to execute this Agreement.

6.5 Notices to the Developer shall be sent to Rail Crossings, LLC at 195 East 600 South, American Fork, UT 84003, telephone (801) 756-0404. Notices to the PDA shall be

sent to the Pocatello development Authority, c/o Ray Burstedt, Executive Director, 1651 Alvin Ricken Dr., Pocatello, ID 83201, telephone (208) 233-3500..

6.6 This document constitutes the entire agreement of the parties with respect to the grant by PDA to Developer and supersedes any prior agreements of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

POCATELLO DEVELOPMENT AUTHORITY  
An Idaho Urban Renewal Agency

RAIL CROSSING, LLC, an Idaho  
limited liability corporation - Developer

By: \_\_\_\_\_  
Harry Neuhardt, Chairman

By: \_\_\_\_\_  
Cameron Gunther, Manager

**ACKNOWLEDGEMENTS**

**FOR THE POCATELLO DEVELOPMENT AUTHORITY:**

STATE OF IDAHO                    )  
  ss:  
County of Bannock                )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2005, before me, the undersigned, a Notary Public in and for the State, personally appeared Harry Neuhardt, known to me to be the Chairman of the "PDA", of the City of Pocatello, and acknowledged to me that he executed the foregoing instrument for and on behalf of said agency and that said agency executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the date and year in this certificate first above written.

\_\_\_\_\_  
NOTARY PUBLIC FOR IDAHO  
Residing in Pocatello  
My commission expires:

