

2-27-2012

City of Meridian v. Petra Inc. Clerk's Record v. 4 Dckt. 39006

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Transmittal Log

1037 N. ROSARIO STREET • MERIDIAN, ID 83642 • PHONE: (208) 323-4500 • FAX: (208) 323-4507

Project Name: Meridian City Hall

Date: 9/10/2009

Project No: 06-0675

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Date	Number	Re:	To	Attention	From	Signed
8/28/2008	00835	Misc. CO's for	LCA Architects, PA	Steve Christensen	Petra Incorporated	Tom Coughlin

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	8/28/2008				Misc. Change Orders for Signature	

Remarks: Please see the attached for
CO#4- American Wallcover- Phase IV
CO#1- Sunshine Landscape- Phase IV

Date	Number	Re:	To	Attention	From	Signed
8/28/2008	00836	Misc. Change	City of Meridian	Keith Watts	Petra Incorporated	Tom Coughlin

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	8/28/2008				Misc. Change orders for signature	

Remarks: Please see the attached for
CO#3- Idaho Custom Wood Products- Phase III
CO#1- APEX Integrated Security- Phase III
CO#2- APEX Integrated Security- Phase III

Date	Number	Re:	To	Attention	From	Signed
9/3/2008	00837	Contract	Axelsen Concrete Construction, LLC	Paul Axelsen	Petra Incorporated	Barb Crawford

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
0001	2					AIA 101/201 Contracts for Phase V East Parking Lot	

Remarks: Please find enclosed 2 copies each of the AIA contract for Phase V East Parking Lot. Please return to Petra via courier as we need to get these to the City of Meridian by Friday, September 5,
Thank you!

Date	Number	Re:	To	Attention	From	Signed
9/3/2008	00838	Contract	Sunshine Landscape	Dan Baird	Petra Incorporated	Barb Crawford

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
0001	2					AIA 101/201 Contracts for Phase V East Parking Lot	

Remarks: Please find enclosed 2 copies each of the AIA contract for Phase V East Parking Lot. Please return to Petra via courier as we need to get these to the City of Meridian by Friday, September 5,
Thank you!

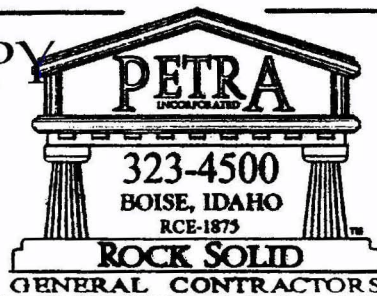
Date	Number	Re:	To	Attention	From	Signed
9/3/2008	00839	Contract	IT'S ALL ABOUT THE ELECTRIC	Ray Goodrich	Petra Incorporated	Barb Crawford

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
0001	2					AIA 101/201 Contracts for Phase V East Parking Lot	

Remarks: Please find enclosed 2 copies each of the AIA contract for Phase V East Parking Lot. Please return to Petra via courier as we need to get these to the City of Meridian by Friday, September 5,
Thank you!

POOR COPY

Transmittal Log



1097 N. ROSARIO STREET • MERIDIAN, ID 83642 • PHONE: (208) 323-4500 • FAX: (208) 323-4507

Project Name: Meridian City Hall

Date: 9/10/2009

Project No: 06-0675

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Date	Number	Re:	To	Attention	From	Signed
8/20/2008	00830	CO#2- Schindler	City of Meridian	Keith Watts	Petra Incorporated	Tom Coughlin

Elevator

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	8/20/2008				CO#2- Schindler Elevator- for signature	

Remarks: Please see the attached for
CO#2- Schindler Elevator- Phase II

8/21/2008	00831	LEED	City of Meridian	Steve Norquist	Petra Incorporated	Nick Ploetz
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Information Request

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
0001	1	8/7/2008				LEED Information Request	

Remarks: 8 pages including the transmittal. Let me know if you have any questions.

8/26/2008	00832	Misc. CO#1 for	LCA Architects, PA	Steve	Petra Incorporated	Tom Coughlin
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Signature Christensen

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	8/26/2008				Misc. Change Orders for Signature	

Remarks: Please see the attached for
CO#5- Commercial Painting- Phase III
CO#3- SBI Contracting- Phase III
CO#1- Axelsen Concrete
CO#3- ABS- Phase II
CO#4- Buss Mechanical- Phase III

8/27/2008	00833	Contract for	City of Meridian	Keith Watts	Petra Incorporated	Tom Coughlin
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Signature

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	2	8/27/2008	CON			ABM Janitorial- AIA Document A101/CMA- 1992	
2	1	8/27/2008				Payment and Performance Bonds	
3	1	8/27/2008				W-9 & Insurance certificates	

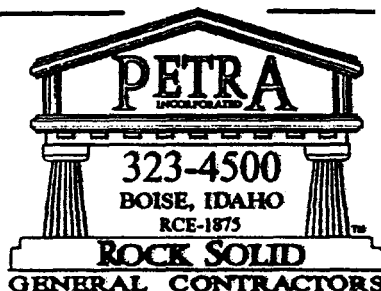
Remarks: Please see the attached contracts for ABM Janitorial. Please sign both copies and return one to the Petra office.

Thank you.

8/28/2008	00834	CO#1- MR Miller	City of Meridian	Keith Watts	Petra Incorporated	Tom Coughlin
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ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	8/28/2008				CO#1- MR Miller- for signature	

Remarks: Please see the attached for
CO#1- MR Miller- Phase IV



1097 N. ROSARIO STREET • MERIDIAN, ID 83642 • PHONE: (208) 323-4500 • FAX: (208) 323-4507

Project Name: Meridian City Hall

Date: 9/10/2009

Project No: 06-0675

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Date	Number	Re:	To	Attention	From	Signed
8/14/2008	00824	Contract For	City of Meridian	Keith Watts	Petra Incorporated	Tom Coughlin

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	2	8/14/2008	CON			MR Priest- AIA Document A11/CMA-1992 for signature	
2	1	8/14/2008				Copy of insurance certificate for MR Priest	

Remarks: Please see the attached contracts for M.R. Priest Inc. dba Advanced Sign & Design. Please sign both copies and return one to the Petra office.

Thank you.

Date	Number	Re:	To	Attention	From	Signed
8/14/2008	00825	Submittals	LCA Architects, PA	Brent Pitts	Petra Incorporated	Justin Boggs

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
01	01	8/14/2008				Submittal 02-840-03 1 bag of landscape bark	
02	01	8/14/2008				Submittal 09-912-03 paint sample, brochure and steel sample	

Remarks:

Date	Number	Re:	To	Attention	From	Signed
8/14/2008	00827	Submittals	LCA Architects, PA	Brent Pitts	Petra Incorporated	Pat Child

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
	0	8/14/2008	SUB	02-840-03	001	Title: Landscape bark Desc: 1 quart ziplock bag of landscape bark	NEW

Remarks:

Date	Number	Re:	To	Attention	From	Signed
8/18/2008	00828	Misc Change Orders	City of Meridian	Keith Watts	Petra Incorporated	Tom Coughlin

Signature

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	8/18/2008				Misc. Change Orders for Signature	

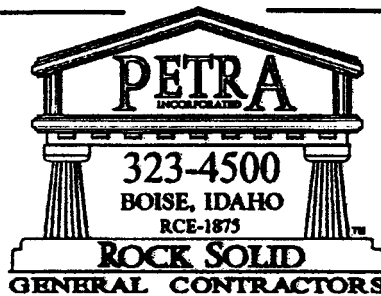
Remarks: Please see the attached for
CO#5- ABS- Phase III
CO#4- Commercial Painting- Phase III
CO#2- Designer Floors- Phase III
CO#3- TTE-Precom- Phase III
CO#1- Alpha Masonry- Phase IV

Date	Number	Re:	To	Attention	From	Signed
8/19/2008	00829	Misc Change Orders	City of Meridian	Keith Watts	Petra Incorporated	Tom Coughlin

Orders

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	8/19/2008				Misc Change Orders for Signature	

Remarks: Please see the attached for
CO#2- Custom Glass- Phase II
CO#2- SBI Contracting- Phase III



1007 N. ROSARIO STREET • MERIDIAN, ID 83642 • PHONE: (208) 322-4500 • FAX: (208) 323-4507

Project Name: Meridian City Hall

Date: 9/10/2009

Project No: 06-0675

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Date	Number	Re:	To	Attention	From	Signed
8/8/2008	00819		City of Meridian	Keith Watts	Petra Incorporated	Connie Creager

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	8/8/2008				Performance & Payment Bonds - Terra-West -Originals	
2	1	8/8/2008				Performance & Payment Bonds - ABS - Originals	
3	1	8/8/2008				Performance & Payment Bonds - M.R. Priest	

Remarks:

Date	Number	Re:	To	Attention	From	Signed
8/8/2008	00820	AIA 101 & 201	ABM Janitorial	Dan Abbott	Petra Incorporated	Barb Crawford

Contract

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	2	8/8/2008				AIA 101 & 201 Contracts	

Remarks: Please find attached the A101 & A201 Contracts. Please sign both copies and return to Petra, Inc. A fully executed copy will be returned for your records.

Thank you!

Date	Number	Re:	To	Attention	From	Signed
8/13/2008	00821	Sunshine	Meridian City Hall Jobsite	Keith Watts	Petra Incorporated	Barb Crawford

Landscape Location

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
0001	2	10/7/2008				AIA Contract	
0002	1	10/7/2008				Payment/Performance Bond	
0003	1	10/7/2008				Copy of Insurance	

Remarks: Please find attached 2 copies of the AIA contract for Sunshine Landscape, Inc. Also attached are the Payment and Performance Bond and copy of their insurance.

Thank you!
Barb

Date	Number	Re:	To	Attention	From	Signed
8/13/2008	00822	City of Meridian	Meridian City Hall Jobsite	Keith Watts	Petra Incorporated	Barb Crawford

Location Paternoster

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
01						Key to conex on Meridian City Hall jobsite that contains server racks. Key # 400k1030w127586	

Remarks:

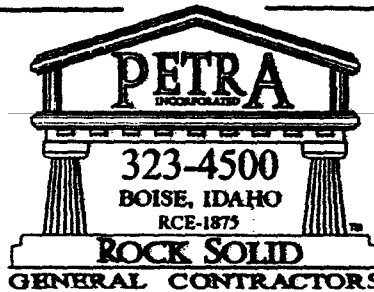
Date	Number	Re:	To	Attention	From	Signed
8/14/2008	00823	CO#1 & CO#2	Meridian City Hall Jobsite	Keith Watts	Petra Incorporated	Barb Crawford

& CO#2-

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	8/14/2008				Copies of CO#1 and CO#2 for ABS	

Remarks: These change order copies are for your records.

Thank you.



Transmittal Log

1097 N. ROSARIO STREET • MERIDIAN, ID 83642 • PHONE: (208) 323-4500 • FAX: (208) 323-1507

Project Name: Meridian City Hall

Date: 9/10/2009

Project No: 06-0675

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Date	Number	Re:	To	Attention	From	Signed
7/30/2008	00813	CO#2- Apex	LCA Architects, PA	Steve Christensen	Petra Incorporated	Tom Coughlin

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	7/31/2008				CO#2- Apex Security Solutions- for signature	

Remarks: Please see the attached for CO#2- Apex Security Solutions- Phase III

Date	Number	Re:	To	Attention	From	Signed
8/1/2008	00814	Interior Sign Package	Advanced Sign	Jim Nemeth	Petra Incorporated	Justin Boggs

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	8/1/2008	SUB	10-400-00	001	Title: Interior Sign Package Desc: Interior Sign Package	AAN

Remarks: Initial submittal return. We are waiting on final spelling of names from the City.

Date	Number	Re:	To	Attention	From	Signed
8/4/2008	00815	Heritage sealant	LCA Architects, PA	Brent Pitts	Petra Incorporated	Nick Ploetz

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	0	8/4/2008	SUB	07-920-01	001	Title: Sealant for Heritage Building Desc: Sealant for Heritage Building	NEW

Remarks:

Date	Number	Re:	To	Attention	From	Signed
8/4/2008	00816	Heritage Doors/Sealants	LCA Architects, PA	Steve Christensen	Petra Incorporated	Adam Johnson

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	5	8/4/2008	SUB	08-710-01	001	Title: Doors and Hardware Heritage Bldg Desc: Doors and Hardware Heritage Bldg	NEW
2	2	8/4/2008	SUB	07-920-01		Title: Heritage Bldg Sealant Submittal Desc: Sealant Submittal	

Remarks:

Date	Number	Re:	To	Attention	From	Signed
8/4/2008	00817	Waterproofing entry feat	LCA Architects, PA	Steve Christensen	Petra Incorporated	Phil Child

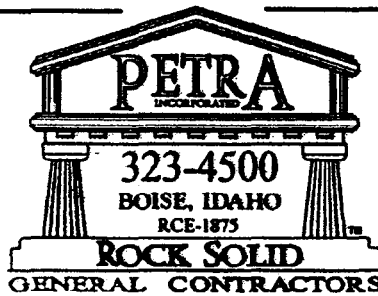
ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	8/4/2008	SUB	07-920-02	001	Title: Waterproofing Entry Water Features Desc: Waterproofing Entry Water Features	NEW

Remarks:

Date	Number	Re:	To	Attention	From	Signed
8/6/2008	00818	Insulation-Heritage	LCA Architects, PA	Steve Christensen	Petra Incorporated	Phil Child

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	8/6/2008	SUB	04-810-02	001	Title: CMU Insulation - Heritage Desc: CMU Insulation - Heritage	NEW

Remarks:



Transmittal Log

1097 N. ROSARIO STREET • MERIDIAN, ID 83642 • PHONE: (208) 323-4500 • FAX: (208) 323-4507

Project Name: Meridian City Hall

Date: 9/10/2009

Project No: 06-0675

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Date	Number	Re:	To	Attention	From	Signed
7/22/2008	00808	Misc. CO's for	LCA Architects, PA	Steve	Petra Incorporated	Tom Coughlin
Signature				Christensen		

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	7/22/2008				Misc. Change Orders for Signature	

Remarks: Please see the attached for
 CO#2- Designer Floors- Phase III
 CO#3- Idaho Custom Wood Products- Phase III
 CO#2- Schindler Elevator- Phase II
 CO#2- AA Tronics- Phase III

Date	Number	Re:	To	Attention	From	Signed
7/23/2008	00809	Misc. CO's for	LCA Architects, PA	Steve	Petra Incorporated	Tom Coughlin
Signature				Christensen		

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	7/23/2008				Misc. Change Orders for Signature	

Remarks: Please see the attached for
 CO#2- Custom Glass- Phase II
 CO#5- ABS- Phase III
 CO#1- MR Miller- Phase IV

Date	Number	Re:	To	Attention	From	Signed
7/25/2008	00810	Interior Sign	LCA Architects, PA	Steve	Petra Incorporated	Laura Welch
Package				Christensen		

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	4	7/25/2008	SUB	10-400-00	001	Title: Interior Sign Package Desc: Interior Sign Package	NEW

Remarks: Due to limited time frame, PLEASE HAVE RETURNED BY 7/31
 Please advise on COLORS and FONTS
 An additional copy of the submittal has been sent to the city for employee name spelling clarification.

Date	Number	Re:	To	Attention	From	Signed
7/25/2008	00811	Interior Sign	City of Meridian	Keith Waits	Petra Incorporated	Laura Welch
Package						

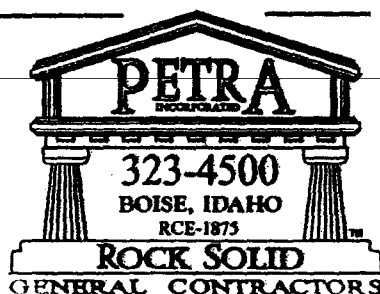
ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	7/25/2008	SUB	10-400-00	001	Title: Interior Sign Package Desc: Interior Sign Package	NEW

Remarks: Due to limited time frame, PLEASE HAVE RETURNED BY 7/31
 Please advise on COLORS and FONTS
 An additional copy of the submittal has been sent to the city for employee name spelling clarification.

Date	Number	Re:	To	Attention	From	Signed
7/25/2008	00812	CO#3 for Buss	City of Meridian	Keith Waits	Petra Incorporated	Tom Coughlin

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	7/25/2008				CO#3 for Buss Mechanical	

Remarks: Please see the attached for
 CO#3 for Buss Mechanical



1097 N. ROSARIO STREET • MERIDIAN, ID 83642 • PHONE: (208) 323-4500 • FAX: (208) 323-4507

Project Name: Meridian City Hall

Date: 9/10/2009

Project No: 06-0675

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Date	Number	Re:	To	Attention	From	Signed
7/20/2008	00804	Week of 7/21	Commercial Painting Contractors, Inc	Keith Martin	Petra Incorporated	Gene Bennett

Remarks: Keith -

This coming week is critical to the success of the project schedule wise and the purpose of this fax is to give you 24 hours notice so tha your foreman can plan his week accordingly.

Complete all bathroom ceilings and 1st coat all bathroom walls.
Complete paint on all frames...(ABS will complete priming by Wed nite)

Thankyou in advance for making this happen this week.....

Gene Bennett

7/20/2008	00805	Week of 7/21	Idaho Custom Wood Products	Ken Shockew	Petra Incorporated	Gene Bennett
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Remarks: Ken -

This coming week is critical to the success of the project schedule wise and the purpose of this fax is to give you 24 hours notice so tha your foreman and shop can plan the week accordingly.

Complete the install of all cabinetry on all floors excluding council chambers this week (this includes shelving for 025)
Complete all tops for 1st and 2nd.
Complete all window sills, chair rail, and wall caps for 1st and 2nd.

Thankyou in advance for making this happen this week.

Gene Bennett

7/22/2008	00806	Week of 7/22	Signature	Christensen	Petra Incorporated	Tom Cornhill
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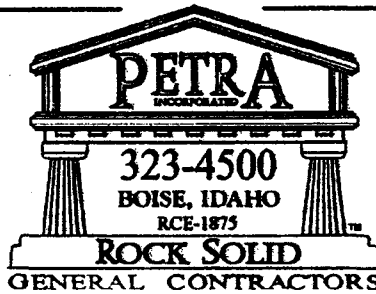
ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	7/22/2008				Misc. Change Orders for Signature	

Remarks: Please see the attached for
CO#4- Commercial Painting- Phase III
CO#1- Apex Security- Phase III
CO#2- SBI Contracting- Phase III
CO#3- TTE-Precom- Phase III
CO#1- Alpha Masonry- Phase IV
CO#1- Western Roofing- Phase II

7/22/2008	00807	Week of 7/22	Contract	Contractors, Inc	Keith Martin	Petra Incorporated	Shirley O'Connor
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ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	7/22/2008				Set of AIA A101 & A201 CMA-1992 Contract, fully executed for your records.	APP

Remarks:



1097 N. ROSARIO STREET • MERIDIAN, ID 83642 • PHONE: (208) 323-4500 • FAX: (208) 323-4507

Project Name: Meridian City Hall

Date: 9/10/2009

Project No: 06-0675

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Date	Number	Re:	To	Attention	From	Signed
7/17/2008	00801	Add #1 and Bid book	ABM Janitorial	Dan Abbott	Petra Incorporated	Tom Coughlin

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	7/17/2008				Addendum #1 and Final Clean Bid Book	

Remarks: Bid date is July 22nd.

7/20/2008	00802	Week of 7/21	American Wall cover	Randy Pierce	Petra Incorporated	Gene Bennett
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Remarks: Randy -

I am thankful Andy is ok and I know you have been busy fire spraying this past week.

This coming week is critical to the success of the project schedule wise and the purpose of this fax is to give you 24 hours notice so that you can gear up and complete the following items this week. I tried to reach you on the phone but was unable to. If any of these items cannot be completed this week please contact site supt. Jack Vaaughn.

1st Floor

Complete grid in center core #111 on Monday - deliver ceiling tile material to elect. on Wednesday
Start floor framing in council chambers #135 on Thurs or Fri

2nd Floor

Complete ceiling grid and tile by Tuesday nite.

3rd Floor

Complete drywall tape and texture
Complete ceiling grid in all areas except center core

Looking ahead to the week of 7/28:

Start and complete metal soffit panels on barrel.
Complete hanging drywall in 307 and stairwells.

Thankyou in advance for making this happen this week....

Gene Bennett

7/20/2008	00803	Week of 7/21	Meridian City Hall	Stewart Green	Petra Incorporated	Gene Bennett
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Supply

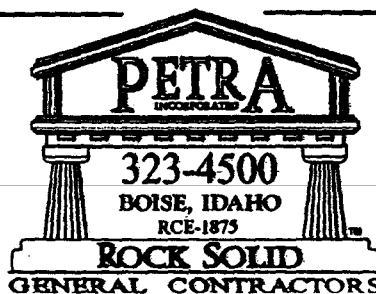
Remarks: Stewart -

This coming week is critical to the success of the project schedule wise and the purpose of this fax is to give you 24 hours notice so that you can gear up and complete the following items this week:

Complete priming of all frames by Wed night (23 frames total).

Thankyou in advance for making this happen this week.....

Gene Bennett



1097 N. ROSARIO STREET • MERIDIAN, ID 83642 • PHONE: (208) 323-4500 • FAX: (208) 323-4507

Project Name: Meridian City Hall

Date: 9/10/2009

Project No: 06-0675

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Date	Number	Re:	To	Attention	From	Signed
7/9/2008	00794	Heritage bldg plumbing	Paige Mechanical Group, Inc.	Joe Paige	Petra Incorporated	Pat Child

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	2	7/9/2008	SUB	15-053-02	001	Title: Heritage building Plumbing Resubmit Desc: Heritage building Plumbing Resubmit	MCN

Remarks:

Date	Number	Re:	To	Attention	From	Signed
7/9/2008	00795	AV Mount Rack	ICA Architects, PA	Steve Christensen	Petra Incorporated	Laura Welch

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	7/9/2008	SUB	13-150-02	001	Title: Audio/visual Wall Mount Rack Desc: Audio/visual Wall Mount Rack	NEW

Remarks:

Date	Number	Re:	To	Attention	From	Signed
7/10/2008	00796	AV Wall Mounted Rack	AATronics	Sid Taylor	Petra Incorporated	Adam Johnson

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	7/10/2008	SUB	13-150-02	001	Title: Audio/visual Wall Mount Rack Desc: Audio/visual Wall Mount Rack	APP

Remarks:

Date	Number	Re:	To	Attention	From	Signed
7/10/2008	00797	Fully Executed Contract	Iron Tech Roofing	Scott Johnson	Petra Incorporated	Sandy Okonick

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	7/11/2008				Set of AIA A101 & A201 CMA-1992 Contract, fully executed for your records.	APP

Remarks:

Date	Number	Re:	To	Attention	From	Signed
7/11/2008	00798	CO#1 for SBI Contracting	City of Meridian	Keith Ward	Petra Incorporated	Tom Coughlin

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	7/11/2008				CO#1 for SBI Contracting	

Remarks: Please see the attached for CO#1 for SBI Contracting- Phase III

Date	Number	Re:	To	Attention	From	Signed
7/11/2008	00799	Fully Executed Contract	INB Contractors/Working	Kim A. Givoni	Petra Incorporated	Sandy Okonick

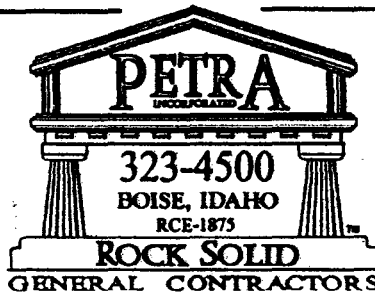
ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	7/11/2008				Set of AIA A101 & A201 CMA-1992 Contract, fully executed for your records.	APP

Remarks:

Date	Number	Re:	To	Attention	From	Signed
7/16/2008	00801	CO#2 for TMC Inc.	City of Meridian	Keith Ward	Petra Incorporated	Tom Coughlin

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	7/16/2008				CO#2 for TMC	

Remarks: Please see the attached for CO#2 for TMC Inc.



Transmittal Log

1097 N. ROSARIO STREET • MERIDIAN, ID 83642 • PHONE: (208) 323-4500 • FAX: (208) 323-4507

Project Name: Meridian City Hall

Date: 9/10/2009

Project No: 06-0675

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Date	Number	Re:	To	Attention	From	Signed
7/2/2008	00787	Fully Executed	Seal Co.	Mike Devaney	Petra Incorporated	Sandy Okronick

Contract

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	7/2/2008				Set of AIA A101 & A201 CMA-1992 Contract, fully executed for your records.	APP

Remarks:

7/2/2008	00788	Fully Executed	American Wall cover	Randy Pierce	Petra Incorporated	Sandy Okronick
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Contract

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	7/2/2008				Set of AIA A101 & A201 CMA-1992 Contract, fully executed for your records.	APP

Remarks:

7/3/2008	00789		City of Meridian	Keith Watts	Petra Incorporated	Connie Creager
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ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	7/3/2008				Performance & Payment Bond Paige Mechanical	
2	1	7/3/2008				Performance & Payment Bond Seal Co.	
3	1	7/3/2008				Performance & Payment Bond Axelsen Concrete	
4	1	7/3/2008				Performance & Payment Bond Cobblestone Construction	
5	1	7/3/2008				Performance & Payment Bond Idaho Custom Wood Products	
6	1	7/3/2008				Performance & Payment Bond AAtronics, Inc.	

Remarks:

7/7/2008	00791	Yellow Set Dwg	SBI Contracting	Bob Gaike	Petra Incorporated	Barb Crawford
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Remarks: Please find attached full set (yellow drawings) for Meridian City Hall.

7/8/2008	00792	CO#3 for	City of Meridian	Keith Watts	Petra Incorporated	Connie Creager
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Signature

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	7/8/2008				CO#1 for Schumacher & Co; CO#3 for Tri State Electric; CO#3 for Simplex Grinnell	

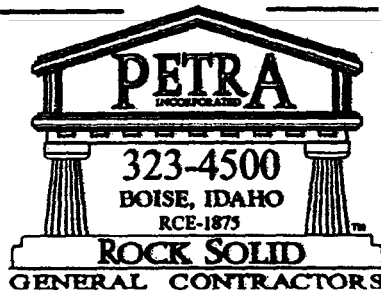
Remarks: Please see the attached for
CO#3 for Tri State Electric- Phase III
CO#1 for Schumacher & Co- Phase III
CO#3 for Simplex Grinnell- Phase III

7/9/2008	00793	CO#2 for	City of Meridian	Keith Watts	Petra Incorporated	Connie Creager
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Custom Glass

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	7/9/2008				CO#2 for Custom Glass	

Remarks: Please see the attached for
CO#2 for Custom Glass- Phase III



1097 N. ROSARIO STREET • MERIDIAN, ID 83642 • PHONE: (208) 323-4500 • FAX: (208) 323-4507

Project Name: Meridian City Hall

Date: 9/10/2009

Project No: 06-0675

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Date	Number	Re:	To	Attention	From	Signed
7/1/2008	00731	IceMaker/Flue Piping	Buss Mechanical	John Buss	Petra Incorporated	Adam Johnson

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	2	7/1/2008	SUB	15-440-00	001	Title: Metal Icemaker Box Desc: Metal Icemaker Box	APP
2	2	7/1/2008	SUB	15-838-00	001	Title: Boiler Flue Piping Desc: Boiler Flue Piping	NEW

Remarks:

Date	Number	Re:	To	Attention	From	Signed
7/1/2008	00782	Trellis Mesh	KE Fabrication & Welding, Inc.	Alex Monge	Petra Incorporated	Drew Brown

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
0	1	7/1/2008	SUB	05-000-03	001	Title: Trellis Mesh Desc: Trellis Mesh	NEW

Remarks:

Date	Number	Re:	To	Attention	From	Signed
7/2/2008	00783	Meeting Minutes	LOA Architects, PA	Steve Simmons	Petra Incorporated	Barb Crawford

Remarks: Here are the copies of the meeting minutes you requested from Gene Bennett. I've included all minutes from 9/6/06 - 12/31/07. If you need any other information please let me know.

Date	Number	Re:	To	Attention	From	Signed
7/2/2008	00784	Fully Executed Contract	Terra West	Eric Howard	Petra Incorporated	Sandy Okronick

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	7/2/2008				Set of AIA A101 & A201 CMA-1992 Contract, fully executed for your records.	APP

Remarks:

Date	Number	Re:	To	Attention	From	Signed
7/2/2008	00785	Fully Executed Contract	MB Miller, Inc.	Michael B. Miller	Petra Incorporated	Sandy Okronick

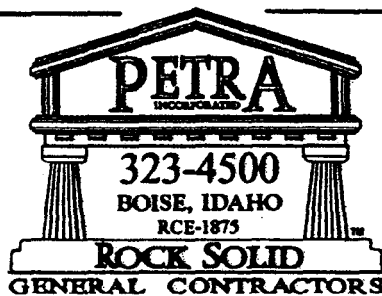
ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	7/2/2008				Set of AIA A101 & A201 CMA-1992 Contract, fully executed for your records.	APP

Remarks:

Date	Number	Re:	To	Attention	From	Signed
7/2/2008	00786	Fully Executed Contract	Avanti Construction, LLC	Paul Avallone	Petra Incorporated	Sandy Okronick

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	7/2/2008				Set of AIA A101 & A201 CMA-1992 Contract, fully executed for your records.	APP

Remarks:



Transmittal Log

1097 N. ROSARIO STREET • MERIDIAN, ID 83642 • PHONE: (208) 323-4500 • FAX: (208) 323-4507

Project Name: Meridian City Hall

Date: 9/10/2009

Project No: 06-0675

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Date	Number	Re:	To	Attention	From	Signed
6/30/2008	00779		City of Meridian	Keith Watts	Petra Incorporated	Connie Creager

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	6/30/2008				Performance & Payment Bond Tri-State Electric Phase 4	
10	1	6/30/2008				Contract ABS Phase 2	
11	1	6/30/2008				Performance & Payment Bond MR Miller Inc. Phase 4	
12	1	6/30/2008				Insurance GL/Auto/WC MR Miller Inc.	
13	1	6/30/2008				Insurance GL/Auto Axelsen Concrete	
14	1	6/30/2008				Insurance Cert ABS - Stock Building Supply Holdings	
15	1	6/30/2008				Insurance Cert Alpha Masonry GL/Auto/WC	
16	1	6/30/2008				Performance & Payment Bond Axelsen Concrete - Unsigned will forward original.	
17	1	6/30/2008				Insurance Axelsen WC	
18	1	6/30/2008				Performance & Payment Bond Schumacher & Co.	
2	1	6/30/2008				Performance & Payment Bond Masonry Center Phase 3	
3	1	6/30/2008				Performance & Payment Bond American Walkover Phase 4	
4	1	6/30/2008				Performance & Payment Bond Designer Floors Phase 3	
5	1	6/30/2008				Contract for Change Commercial Painting Contractors #03	
6	1	6/30/2008				Performance & Payment Bond Apex Intergrated Phase 4	
7	1	6/30/2008				Performance & Payment Bond Western Roofing Phase 2	
8	1	6/30/2008				Insurance Cert Tri-State Electric	
9	1	6/30/2008				Contract Alpha Masonry	

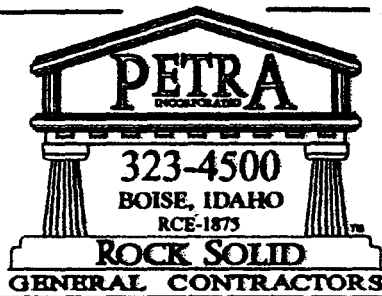
Remarks:

Date	Number	Re:	To	Attention	From	Signed
7/1/2008	00780	Sealant and Joint Seal Co	Mike Devaney	Petra Incorporated	Adam Johnson	

Dampproofing

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	4	7/1/2008	SUB	07-115-00	001	Title: Dampproofing Desc: Dampproofing	APP
2	4	7/1/2008	SUB	07-920-00	001	Title: Joint Sealant Desc: Joint Sealant	NEW

Remarks:



1097 N. ROSARIO STREET • MERIDIAN, ID 83642 • PHONE: (208) 323-4500 • FAX: (208) 323-4507

Project Name: Meridian City Hall

Date: 9/10/2009

Project No: 06-0675

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Date	Number	Re:	To	Attention	From	Signed
6/27/2008	00776		Meridian City Hall	Keith Watts	Petra Incorporated	Connie Creager

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	6/27/2008	ANS			Payment & Performance Bonds - Designer Floors, Inc.	
10	1	6/27/2008	ANS			Insurance - TMC	
11	1	6/27/2008	ANS			Insurance - Tri-State Electric	
2	1	6/27/2008	ANS			Payment & Performance Bonds - Intergrated Interiors	
3	1	6/27/2008	ANS			Payment & Performance Bonds - KB Fabrication & Welding	
4	1	6/27/2008	ANS			Payment & Performance Bonds - Terra-West, Inc.	
5	1	6/27/2008	ANS			Payment & Performance Bonds - Tri-State Electric Phase 3	
6	1	6/27/2008	ANS			Insurance - ABS - Will request current certificate	
7	1	6/27/2008	ANS			Insurance - KB Fabrication & Welding	
8	1	6/27/2008	ANS			Insurance - Pac-West Interiors	
9	1	6/27/2008	ANS			Insurance - Simplex Grinnell	

Remarks:

6/27/2008 00776 Contract For Meridian City Hall Judy L. Fisher Petra Incorporated Sandy O. Ironick
Signature

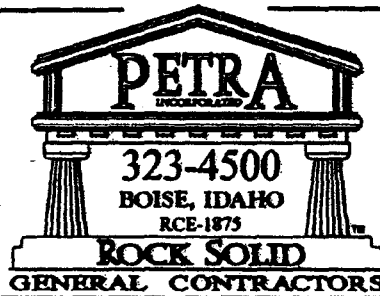
ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	2	6/30/2008				AIA Document A101/CMa-1992 contracts for signature	
2	1	6/30/2008				Payment package	

Remarks: Please see the attached contracts for signature. Please sign and mail both copies back to Petra. Once the city signs the copies of the contracts, a fully executed copy of the contract will be returned for your files.

6/30/2008 00776 Heritage building Plumbing Resubmittal Christensen
Resubmit

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	5	6/30/2008	SUB	15-053-02	001	Title: Heritage building Plumbing Resubmittal Desc: Heritage building Plumbing Resubmit	NEW

Remarks:



1097 N. ROSARIO STREET • MERIDIAN, ID 83642 • PHONE: (208) 323-4500 • FAX: (208) 323-4507

Project Name: Meridian City Hall

Date: 9/10/2009

Project No: 06-0675

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Date	Number	Re:	To	Attention	From	Signed
6/23/2008	00772	PCO's for signature	LCA Architects, PA	Steve Christensen	Petra Incorporated	Tom Coughlin

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	6/23/2008				PCO's for signature	

Remarks: Please see the attached for the following PCO's:

Custom Glass- PCO#2- Phase III
Simplex Grinnell- PCO#3- Phase III

Date	Number	Re:	To	Attention	From	Signed
6/23/2008	00773	ASI and RFI documents	Heery International, Inc.	DuWayne Emmons	Petra Incorporated	Jack Vaughan

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	6/23/2008				ASI Log 83 to	
2	1	6/23/2008				RFI Log to 157	

Remarks:

Date	Number	Re:	To	Attention	From	Signed
6/24/2008	00774	Trellis Mesh Samples	LCA Architects, PA	Steve Christensen	Petra Incorporated	Adam Johnson

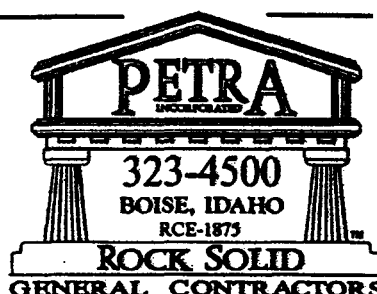
ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	2	6/24/2008	SUB	05-000-03	001	Title: Trellis Mesh Desc: Trellis Mesh Sample	NEW

Remarks:

Date	Number	Re:	To	Attention	From	Signed
6/25/2008	00775	CO#3 for Commercial Painting	City of Meridian	Kelli Walls	Petra Incorporated	Tom Coughlin

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	6/25/2008				CO#3 for Commercial Painting	

Remarks: Please see the attached CO#3 for Commercial Painting



1097 N. ROSARIO STREET • MERIDIAN, ID 83642 • PHONE: (208) 323-4500 • FAX: (208) 323-4507

Project Name: Meridian City Hall

Date: 9/10/2009

Project No: 06-0675

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Date	Number	Re:	To	Attention	From	Signed
6/18/2008	00767	Canal Feat.	LCA Architects, PA	Steve Christensen	Petra Incorporated	Drew Brown

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	5	6/19/2008	SUB	02-890-04	001	Title: Canal Feature Catch Basins Desc: Canal Feature Catch Basins	NEW

Remarks:

Date	Number	Re:	To	Attention	From	Signed
6/19/2008	00769	Canal Feat.	MR Miller, Inc.	Dan Bastian	Petra Incorporated	Laura Welch

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	3	6/19/2008	SUB	02-890-04	001	Title: Canal Feature Catch Basins Desc: Canal Feature Catch Basins	APP

Remarks:

Date	Number	Re:	To	Attention	From	Signed
6/20/2008	00770	Dampproofing	LCA Architects, PA	Steve Christensen	Petra Incorporated	Drew Brown

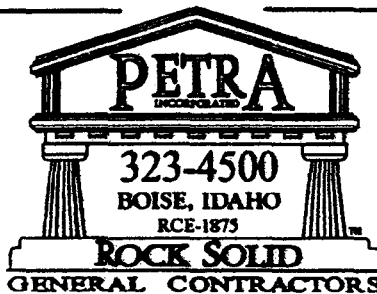
ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	6	6/20/2008	SUB	07-920-00	001	Title: Joint Sealant Desc: Joint Sealant	NEW
1	6	6/20/2008	SUB	07-115-00	001	Title: Dampproofing Desc: Dampproofing	NEW

Remarks:

Date	Number	Re:	To	Attention	From	Signed
6/23/2008	00771	Icemaker and	LCA Architects, PA	Steve Christensen	Petra Incorporated	Jack Vaughan

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
0	6/23/2008	SUB	15-838-00	001	Title: Boiler Flue Piping Desc: Boiler Flue Piping	NEW	
0	6/23/2008	SUB	15-440-00	001	Title: Metal Icemaker Box Desc: Metal Icemaker Box	NEW	

Remarks:



Transmittal Log

1097 N. ROSARIO STREET • MERIDIAN, ID 83642 • PHONE: (208) 323-4500 • FAX: (208) 323-4507

Project Name: Meridian City Hall

Date: 9/10/2009

Project No: 06-0675

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Date	Number	Re:	To	Attention	From	Signed
6/17/2008	00763	PCO's for signature	LCA Architects, PA	Steve Simmons	Petra Incorporated	Tom Coughlin

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	6/17/2008				PCO's for signature	

Remarks: Please see the attached for the following PCO's:

Tri State Electric- PCO#3- Phase III

Date	Number	Re:	To	Attention	From	Signed
6/17/2008	00764	CO#2 & 4	City of Meridian	Keith Watts	Petra Incorporated	Tom Coughlin

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	6/17/2008				CO#2 & 4 for Architectural Bldg Supply	

Remarks: Please see the attached CO#2 & 4 for Architectural Bldg Supply

Date	Number	Re:	To	Attention	From	Signed
6/17/2008	00765	Proposal	City of Meridian	Theresa Alois	Petra Incorporated	Tom Coughlin

Check#11942

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	6/17/2008				Check# 11942 for relocation of two pedestals at Meridian City Hall.	

Remarks: Please see the attached for proposal and check#11942

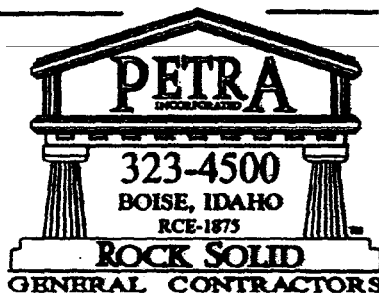
Date	Number	Re:	To	Attention	From	Signed
6/18/2008	00766	PCO's for signature	LCA Architects, PA	Steve Christensen	Petra Incorporated	Tom Coughlin

signature

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	6/18/2008				PCO's for signature	

Remarks: Please see the attached for the following PCO's:

Buss Mechanical PCO#3- Phase III



1097 N. ROSARIO STREET • MERIDIAN, ID 83642 • PHONE: (208) 323-4500 • FAX: (208) 323-4507

Project Name: Meridian City Hall

Date: 9/10/2009

Project No: 06-0675

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Date	Number	Re:	To	Attention	From	Signed
6/12/2008	00759	CO for Amer.	City of Meridian	Keith Watts	Petra Incorporated	Tom Coughlin

Wallcover

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	6/11/2008				CO#3 for American Wallcover	

Remarks: Please see the attached CO#3 for American Wallcover.

Date	Number	Re:	To	Attention	From	Signed
6/12/2008	00760	CO for TTE	City of Meridian	Keith Watts	Petra Incorporated	Tom Coughlin

Precom

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	6/17/2008				CO#02 for TTE Precom	

Remarks: Please see the attached CO#02 for TTE Precom

Please sign and date below your receipt of this Change Order.

Keith Watts

Date

Date	Number	Re:	To	Attention	From	Signed
6/13/2008	00761	ESC Plan and Narrative	City of Meridian	Keith Watts	Petra Incorporated	Tom Coughlin

Narrative

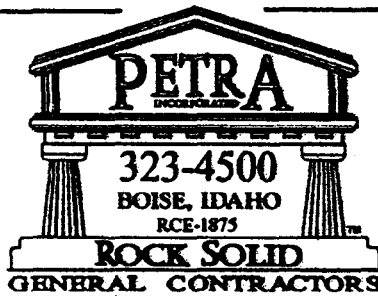
ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	6/13/2008		125-01		ESC Plan and Narrative	

Remarks: Please find enclosed copy of ESC plan and narrative for the Meridian City Hall plaza. Please submit for ACHD permit.

Date	Number	Re:	To	Attention	From	Signed
6/16/2008	00762	Site Furnishings	City of Meridian	Keith Watts	Petra Incorporated	Tom Coughlin

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	2	6/16/2008	SUB	02-760-04	001	Title: Site Furnishings Desc: Site Furnishings	NEW

Remarks:



1097 N. ROSARIO STREET • MERIDIAN, ID 83642 • PHONE: (208) 323-4500 • FAX: (208) 323-4507

Project Name: Meridian City Hall

Date: 9/10/2009

Project No: 06-0675

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Date	Number	Re:	To	Attention	From	Signed
6/11/2008	00753	Water Feature Flange	MJ's Backhoe	Chris Aspostolou	Petra Incorporated	Adam Johnson

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	3	6/11/2008	SUB	02-890-02	001	Title: Plaza-Flange Fittings, Water Feature Desc: Plaza-Flange Fittings, Water Feature	AAN

Remarks:

Date	Number	Re:	To	Attention	From	Signed
6/11/2008	00754	Unit Pavers	Cobblestone Construction, Inc.	Norm Zachary	Petra Incorporated	Adam Johnson

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	6/11/2008	SUB	02-780-01	001	Title: Unit Pavers Desc: Unit Pavers	AAN

Remarks: Provide (2) additional copies for LCA records

Date	Number	Re:	To	Attention	From	Signed
6/11/2008	00755	Trellis	KB Fabrication & Welding, Inc.	Kim Ashworth	Petra Incorporated	Adam Johnson

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	3	6/11/2008	SUB	05-500-11	001	Title: Trellis, Decorative Rail, Hand Rail Desc: Trellis, Decorative Rail, Hand Rail	AAN

Remarks:

Date	Number	Re:	To	Attention	From	Signed
6/11/2008	00756	Water Feature	MR MUNCH, Inc.	Michael R. Munch	Petra Incorporated	Adam Johnson

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	2	6/11/2008	SUB	02-890-03	001	Title: Pumps, Fittings, and Filters Desc: Pumps, Fittings, and Filters	AAN

Remarks:

Date	Number	Re:	To	Attention	From	Signed
6/11/2008	00757	Underslab Vapor Retarder	CA Architects, PA	Steve Christensen	Petra Incorporated	Adam Johnson

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
0		6/11/2008	SUB	03-300-08	001	Title: Underslab Vapor Retarder Desc: Underslab Vapor Retarder	NEW
1	1	6/11/2008	SUB	03-300-08	001	Title: Underslab Vapor Retarder	NEW

Remarks:

Date	Number	Re:	To	Attention	From	Signed
6/11/2008	00758	Underslab Vapor Retarder	Construction, LLC	Paul Axelsen	Petra Incorporated	Adam Johnson

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	6/11/2008	SUB	03-300-08	001	Title: Underslab Vapor Retarder Desc: Underslab Vapor Retarder	APP

Remarks:



1097 N. ROSARIO STREET • MERIDIAN, ID 83642 • PHONE: (208) 323-4500 • FAX: (208) 323-4507

Project Name: Meridian City Hall

Date: 9/10/2009

Project No: 06-0675

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Date	Number	Re:	To	Attention	From	Signed
6/9/2008	00744	Plaza Anchor Bolts	AATronics	Debbie Knippert	Petra Incorporated	Adam Johnson

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	6/9/2008	SUB	05-500-12	001	Title: Plaza Anchor Bolts Desc: Plaza Anchor Bolts	NEW

Remarks:

Date	Number	Re:	To	Attention	From	Signed
6/9/2008	00745	Plaza Historic Bld Mechanical	Paige Mechanical Group Inc.	Brian Donahue	Petra Incorporated	Adam Johnson

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
0	1	6/9/2008	SUB	15-053-01	001	Title: Plaza-Historic Bld Mechanical Desc: Plaza-Historic Bld Mechanical	MCNR

Remarks:

Date	Number	Re:	To	Attention	From	Signed
6/9/2008	00746	Plaza Anchor Bolts	KB Fabrication & Welding Inc.	Kim Ashworth	Petra Incorporated	Adam Johnson

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	6/9/2008	SUB	05-500-12	001	Title: Plaza Anchor Bolts Desc: Plaza Anchor Bolts	AAN

Remarks:

Date	Number	Re:	To	Attention	From	Signed
6/10/2008	00750	CO#1 for Designer Floors	City of Meridian	Keith Watts	Petra Incorporated	Tom Goughlin

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	6/10/2008				CO#1 for Designer Floors	
2	1	6/10/2008				CO#2 for Seal Co.	
3	1	6/10/2008				CO#3 for Hobson Fabricating	

Remarks: Please see the attached CO#1 for Designer Floors, CO#2 for Seal Co, and CO#3 for Hobson Fabricating for signature.

Date	Number	Re:	To	Attention	From	Signed
6/11/2008	00751	Site Furnishings	ICA Architects PA	Steve Christensen	Petra Incorporated	Adam Johnson

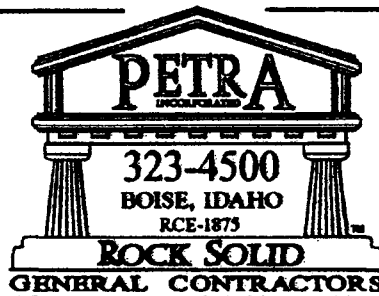
ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	4	6/11/2008	SUB	02-760-04	001	Title: Site Furnishings Desc: Site Furnishings	NEW

Remarks:

Date	Number	Re:	To	Attention	From	Signed
6/11/2008	00752	Water Feature Collection Tank	ICA Architects PA	Steve Christensen	Petra Incorporated	Adam Johnson

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
3	3	6/11/2008		02-890-02		Title: Water Feature Flange Fitting Desc: Water Feature Flange Fitting	
2	3	6/11/2008	SUB	02-890-01	001	Title: Water Feature Collection Tank Desc: Water Feature Collection Tank	AAN

Remarks:



1097 N. ROSARIO STREET • MERIDIAN, ID 83642 • PHONE: (208) 323-4500 • FAX: (208) 323-4507

Project Name: Meridian City Hall

Date: 9/10/2009

Project No: 06-0675

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Date	Number	Re:	To	Attention	From	Signed
6/4/2008	00740	CO Request for Fee	Cummings Law Office	Richard Cummings	Petra Incorporated	Gene Bennett

Remarks: Dick...

Petra has requested a change order for additional fee on the Meridian City Hall Project because the project has increase significantly in size. Meridian City Hall has responded in their May 29th letter that Petra is not entitled to additional fee. I would appreciate your opinion.

Thanks, Gene B.

cc:

Tom C.

Field

Attachments:

Negotiation Proposal and Notes

Contract

Change Order Request

Meridian Letter

Date	Number	Re:	To	Attention	From	Signed
6/4/2008	00741	PCO's for signature	LCA Architects, PA	Sleeve Christensen	Petra Incorporated	Tom Coughlin

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	6/4/2008				PCO's for signature	

Remarks: Please see the attached for the following PCO's:

SBI Contracting PCO #1- Phase III

Date	Number	Re:	To	Attention	From	Signed
6/5/2008	00742	Contract for Welding	KB City of Meridian	Keith Watts	Petra Incorporated	Tom Coughlin

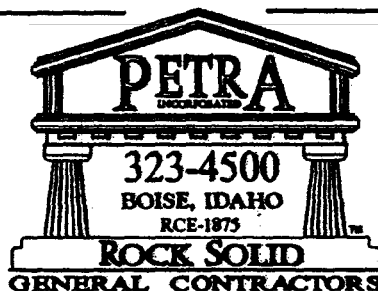
ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	2	6/5/2008				Sets of AIA A101/CMA and AIA A201 CMA contract forms from KB Fabrication for final approval and execution by the City of Meridian. Payment and Performance Bond are included. Please return one full set to my attention for final processing to the Contractor.	OPN

Remarks:

Date	Number	Re:	To	Attention	From	Signed
6/8/2008	00743	Unit Pavers	LCA Architects, PA	Sleeve Christensen	Petra Incorporated	Adam Johnson

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	6/9/2008	SUB	02-780-01	001	Title: Unit Pavers Desc: Unit Pavers	NEW

Remarks:



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Project Name: Meridian City Hall

Date: 9/10/2009

Project No: 06-0675

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Date	Number	Re:	To	Attention	From	Signed
5/30/2008	00749	Submittals	Sunshine Landscape	Dan Baird	Petra Incorporated	Adam Johnson

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
	0	5/30/2008	SUB	02810-06	001	Title: Bubbler Heads Desc: Bubbler Heads	APP
	0	5/30/2008	SUB	02810-07	001	Title: Irrigation Valves Desc: Irrigation Valves	APP
	0	5/30/2008	SUB	02840-01	001	Title: Plant Specifications Desc: Plant Specifications	MCNR
	0	5/30/2008	SUB	02840-02	001	Title: 3/4" Bark Mulch Desc: 3/4" Bark Mulch	APP
	0	5/30/2008	SUB	02810-03	001	Title: Brass Gate Valve Desc: Brass Gate Valve	APP
	0	5/30/2008	SUB	02810-04	001	Title: ESP-MC Series Controlers Desc: ESP-MC Series Controlers	APP
	0	5/30/2008	SUB	02810-05	001	Title: Swing Pipe Tubing Desc: Swing Pipe Tubing	APP

Remarks:

Date	Number	Re:	To	Attention	From	Signed
6/2/2008	00736	Plaza Doors	Architectural Building	Stewart Jensen	Petra Incorporated	Adam Johnson

Submittals Supply

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	3	6/2/2008	SUB	08-110-01	001	Title: Steel Doors and Frames PLAZA Desc: Steel Doors and Frames PLAZA	APP

Remarks:

Date	Number	Re:	To	Attention	From	Signed
6/2/2008	00739	0066 Submittals	Hobson Fabricating Corp	Pat Clove	Petra Incorporated	Adam Johnson

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	3	6/2/2008	SUB	15-838-03	001	Title: Fume Hood Resubmit Desc: Fume Hood Resubmit	MCNR

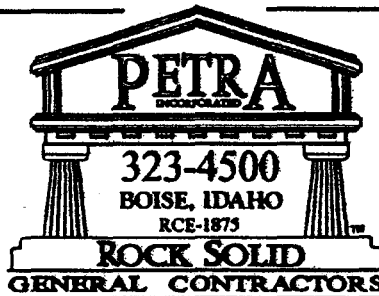
Remarks:

Date	Number	Re:	To	Attention	From	Signed
6/3/2008	00743	Plaza Painting	Commercial Painting	Keith Martin	Petra Incorporated	Adam Johnson

Contractors, Inc

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	3	6/3/2008	SUB	09-912-02	001	Title: Plaza Painting Desc: Plaza Painting	APP

Remarks:



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Project Name: Meridian City Hall

Date: 9/10/2009

Project No: 06-0675

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Date	Number	Re:	To	Attention	From	Signed
5/22/2008	00728	Plaza Proctors	Terra-West	Cody Echevarria	Petra Incorporated	Adam Johnson

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	2	5/22/2008	SUB	02-222-06	001	Title: Plaza-4" Pit Run and 3/4 Proctors Desc: Plaza-4" Pit Run and 3/4 Proctors	AAN

Remarks:

Date	Number	Re:	To	Attention	From	Signed
5/22/2008	00729	Plaza Piping	Terra-West	Cody Echevarria	Petra Incorporated	Adam Johnson

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	3	5/22/2008	SUB	02-222-05	001	Title: Plaza-Piping and Sewer Components Desc: Plaza-Piping and Sewer Components	AAN

Remarks:

Date	Number	Re:	To	Attention	From	Signed
5/22/2008	00732	Plaza Doors and Frames	LCA Architects, P.A.	Steve Christensen	Petra Incorporated	Adam Johnson

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	6	5/22/2008	SUB	08-110-01	001	Title: Steel Doors and Frames PLAZA Desc: Steel Doors and Frames PLAZA	NEW

Remarks:

Date	Number	Re:	To	Attention	From	Signed
5/22/2008	00734	Painting	LCA Architects, P.A.	Steve Christensen	Petra Incorporated	Adam Johnson

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	6	5/22/2008	SUB	09-912-02	001	Title: Plaza Painting Desc: Plaza Painting	NEW

Remarks:

Date	Number	Re:	To	Attention	From	Signed
5/28/2008	00735	Plaza Steel	LCA Architects, P.A.	Steve Christensen	Petra Incorporated	Adam Johnson

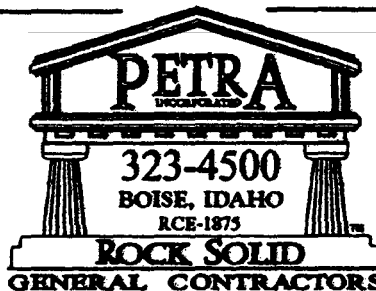
ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	3	5/28/2008	SUB	05-500-11	001	Title: Trellis, Decorative Rail, Hand Rail Desc: Trellis, Decorative Rail, Hand Rail	NEW

Remarks:

Date	Number	Re:	To	Attention	From	Signed
5/30/2008	00740	Submittals	M. K. Baglio	Chris Aspostolou	Petra Incorporated	Adam Johnson

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
	0	5/30/2008	SUB	02810-02	001	Title: Brass Ball Valves Desc: Brass Ball Valves	APP
	0	5/30/2008	SUB	02810-01	001	Title: Double Check Valves Desc: Double Check Valve	APP

Remarks:



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Project Name: Meridian City Hall

Date: 9/10/2009

Project No: 06-0675

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Date	Number	Re:	To	Attention	From	Signed
5/20/2008	00724	Pumps, fittings, and fil	LCA Architects, PA	Steve Christensen	Petra Incorporated	Laura Welch

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	5	5/20/2008	SUB	02-890-03	001	Title: Pumps, Fittings, and Filters Desc: Pumps, Fittings, and Filters	NEW

Remarks:

Date	Number	Re:	To	Attention	From	Signed
5/21/2008	00724	PCO #16	LCA Architects, PA	Steve Christensen	Petra Incorporated	Tom Coughlin

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	5/21/2008				PCO's for signature	

Remarks: Please see the attached for the following PCO's:

ABS PCO#2- Phase II
ABS PCO#4- Phase III
Seal Co PCO#2- Phase II
Schumacher & Co PCO#1- Phase III
TTE-PRECOM PCO#2- Phase II

Date	Number	Re:	To	Attention	From	Signed
5/21/2008	00726	CO#2 for Simplex	Grinnell	Keith Watts	Petra Incorporated	Tom Coughlin

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	5/21/2008				CO#2 for Simplex Grinnell	

Remarks: Please see the attached CO#2 for Simplex Grinnell

Date	Number	Re:	To	Attention	From	Signed
5/21/2008	00730	Fume Hood	LCA Architects, PA	Steve Christensen	Petra Incorporated	Adam Johnson

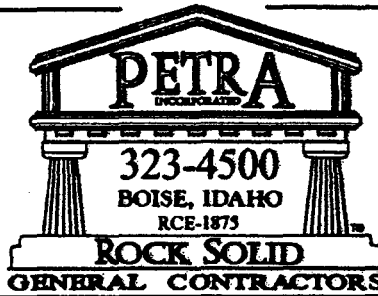
ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	7	5/21/2008	SUB	15-838-03	001	Title: Fume Hood Resubmit Desc: Fume Hood Resubmit	NEW

Remarks:

Date	Number	Re:	To	Attention	From	Signed
5/22/2008	00730	Waterstop	LCA Architects, PA	Steve Christensen	Petra Incorporated	Adam Johnson

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	5/22/2008	SUB	03300-07	001	Title: Hydrotite Waterstop Desc: Hydrotite Waterstop	NEW

Remarks:



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Project Name: Meridian City Hall

Date: 9/10/2009

Project No: 06-0675

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Date	Number	Re:	To	Attention	From	Signed
5/19/2008	00720	CO for MJ's & B&B Steel	City of Meridian	Keith Watts	Petra Incorporated	Tom Coughlin

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	5/19/2008				CO#3 for B&B Steel	
2	1	5/19/2008				CO#3 for MJ's Backhoe	

Remarks: Please see the attached CO#3 for B&B Steel and CO#3 for MJ's Backhoe for signature

Date	Number	Re:	To	Attention	From	Signed
5/19/2008	00721	Plaza Masonry Submittals	Alpha Masonry	Daryl	Petra Incorporated	Adam Johnson

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	2	5/19/2008	SUB	04-200-09	001	Title: Plaza-Masonry Submittals Desc: Plaza-Masonry Submittals	AAN

Remarks:

Date	Number	Re:	To	Attention	From	Signed
5/19/2008	00722	Plaza Roofing	Pro Tech Roofing	Scott Lottman	Petra Incorporated	Adam Johnson

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	2	5/19/2008	SUB	07-210-03	002	Title: PLAZA - Membrane Roofing Desc: PLAZA - Sheet Metal Trim	NEW
2	2	5/19/2008	SUB	07-210-03	001	Title: PLAZA - Membrane Roofing Desc: PLAZA - Membrane Roofing	NEW
3	1	5/19/2008	SUB	07-210-03	003	Title: PLAZA - Membrane Roofing Desc: PLAZA - Sheet Metal Color Chart	NEW

Remarks:

Date	Number	Re:	To	Attention	From	Signed
5/20/2008	00723	PCO's for signature	PCA Architectural	Steve	Petra Incorporated	Tom Coughlin

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	5/20/2008				PCO's for signature	

Remarks: Please see the attached for the following PCO's:

Hobson Fabricating PCO#3- Phase III
 Designer Floors PCO#1- Phase III
 Commercial Painting Contractors PCO#3- Phase III
 American Walkover PCO#3- Phase III



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Project Name: Meridian City Hall

Date: 9/10/2009

Project No: 06-0675

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Date	Number	Re:	To	Attention	From	Signed
5/14/2008	00768	Submittals	Tri State Electric	Jay Gooden	Petra Incorporated	Adam Johnson

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
	0	5/14/2008	SUB	16-000-02	001	Title: ETC Submittals Desc: ETC Submittals	AAN

Remarks:

Date	Number	Re:	To	Attention	From	Signed
5/15/2008	00715	Rebar Shops	Axelsen Concrete Construction, LLC	Paul Axelsen	Petra Incorporated	Adam Johnson

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	3	5/15/2008	SUB	03-100-08	001	Title: Plaza-Historic Building Shops Desc: Plaza-Historic Building Shops	APP
2	3	5/15/2008	SUB	03-100-09	001	Title: Plaza-Ampetheater Shops Desc: Plaza-Ampetheater Shops	APP

Remarks:

Date	Number	Re:	To	Attention	From	Signed
5/15/2008	00717	PLAZA Canal	LLCA Architects, PA	Steve Christensen	Petra Incorporated	Adam Johnson

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	7	5/15/2008	SUB	03-100-10	001	Title: PLAZA Canal Water Feature Desc: PLAZA Canal Water Feature	NEW

Remarks:

Date	Number	Re:	To	Attention	From	Signed
5/15/2008	00718	Decorative	KB Fabricator, LLC	Kim Ashworth	Petra Incorporated	Adam Johnson

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	5/15/2008	SUB	05-000-11	001	Title: Plaza Imbeds, Decorative Rail Desc: Plaza Imbeds, Decorative Rail	APP

Remarks:

Date	Number	Re:	To	Attention	From	Signed
5/15/2008	00719	Submittals	Commercial Painting Contractors, Inc	Keith Martin	Petra Incorporated	Adam Johnson

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
	0	5/15/2008	SUB	09-900-03	001	Title: Revised P-5 Color Product Desc: Revised P-5 Color Product	APP

Remarks:

Date	Number	Re:	To	Attention	From	Signed
5/16/2008	00719	Submittals	SBI Contracting	Bob Gake	Petra Incorporated	Adam Johnson

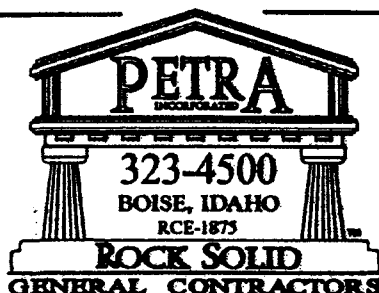
ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	5/16/2008				Copied sets of SBI submittals.	

Remarks:

Date	Number	Re:	To	Attention	From	Signed
5/16/2008	00719	Submittals	Axelsen Concrete Construction, LLC	Paul Axelsen	Petra Incorporated	Adam Johnson

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	3	5/16/2008	SUB	03-100-10	001	Title: PLAZA Canal Water Feature Desc: PLAZA Canal Water Feature	AAN

Remarks:



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Project Name: Meridian City Hall

Date: 9/10/2009

Project No: 06-0675

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Date	Number	Re:	To	Attention	From	Signed
5/12/2008	00709	RFI # 111	AATronics	Debbie Knippert	Petra Incorporated	Jack Vaughan

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	5/12/2008				RFI No. 111 attached for your use.	

Remarks:

Date	Number	Re:	To	Attention	From	Signed
5/13/2008	00710	ASI 35 Drawings	Mountain Steel	Brian Connelly	Petra Incorporated	Drew Brown

Fabrication

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	7/27/2007				ASI 35 - Loading Dock Drawings	

Remarks: Please find enclosed the Loading Dock drawings for your use.

Thank you.

Date	Number	Re:	To	Attention	From	Signed
5/14/2008	00711	ETC Submittals	State Electric	Lay Gooden	Petra Incorporated	Adam Johnson

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	3	5/14/2008				ETC Submittals	

Remarks:

Date	Number	Re:	To	Attention	From	Signed
5/14/2008	00713	Plaza	Sunshine Landscape	Dean Duckett	Petra Incorporated	Adam Johnson

Landscape

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	5/14/2008	SUB	02-760-02	001	Title: Site Bench Seating Desc: Site Bench Seating	APP
1	1	5/14/2008	SUB	02-760-03	001	Title: Bick Racks Desc: Bike Racks	APP
1	1	5/14/2008	SUB	02815-08	001	Title: Sprinklers Desc: Sprinklers	APP
1	1	5/14/2008	SUB	02-760-01	001	Title: Site Trash Receptacles Desc: Site Trash Receptacles	APP

Remarks:

Date	Number	Re:	To	Attention	From	Signed
5/14/2008	00714	Plaza	Sunshine Landscape	Dean Duckett	Petra Incorporated	Adam Johnson

Landscape

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
0	0	5/14/2008	SUB	02920-01	001	Title: Turf Grass Desc: Turf Grass	APP
0	0	5/14/2008	SUB	02870-01	001	Title: Plant Specs Desc: Plant Specs	REJ

Remarks:

Date	Number	Re:	To	Attention	From	Signed
5/14/2008	00716	Imbeds	Rebar Shops	Christensen	Petra Incorporated	Adam Johnson

Rebar Shops

Christensen

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	4	5/14/2008	SUB	05-000-11	001	Title: Plaza Imbeds, Decorative Rail Desc: Plaza Imbeds, Decorative Rail	NEW

Remarks:



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Project Name: Meridian City Hall

Date: 9/10/2009

Project No: 06-0675

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Date	Number	Re:	To	Attention	From	Signed
5/5/2008	00712	Mix Design	Axelsen Concrete Construction, LLC	Paul Axelsen	Petra Incorporated	Adam Johnson

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	2	5/5/2008	SUB	03-100-04	001	Title: Concrete Mix Designs-PLAZA Desc: Concrete Mix Designs-PLAZA	NEW

Remarks:

Date	Number	Re:	To	Attention	From	Signed
5/6/2008	00702	Submittals	Int State Electric	Jay Gooden	Petra Incorporated	Drew Brown

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	2	5/6/2008	SUB	16-530-01	001	Title: Plaza Site Lighting Desc: Product Data	AAN
1	2	5/6/2008	SUB	16-470-02	001	Title: PLAZA Panelboards Desc: Product Data	MCN

Remarks: Please find enclosed two copies of the approved plaza submittals. Please review and implement the comments for the order.

Thank you

Date	Number	Re:	To	Attention	From	Signed
5/6/2008	00703	CO #1 for TTE	City of Meridian	Keith Walls	Petra Incorporated	Tom Coughlin

PRECOM

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	5/6/2008				CO#1 for TTE-Precom	

Remarks: Please see the attached CO#1 for TTE Precom to be signed

Date	Number	Re:	To	Attention	From	Signed
5/7/2008	00704	ASI #92	Alpha Masonry	Daryl	Petra Incorporated	Tom Coughlin

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	5/7/2008				ASI #92 for your use.	

Remarks:

Date	Number	Re:	To	Attention	From	Signed
5/7/2008	00706	Plaza Masonry	CA Architects	Steve	Petra Incorporated	Adam Johnson

Christensen

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	6	5/7/2008	SUB	04-200-09	001	Title: Plaza-Masonry Submittals Desc: Plaza-Masonry Submittals	NEW

Remarks:

Date	Number	Re:	To	Attention	From	Signed
5/9/2008	00707	Plaza Mechanical	Plaza Mechanical Inc.	Geoff Johnson	Petra Incorporated	Adam Johnson

Submittal Inc.

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	5	5/9/2008	SUB	15-053-01	001	Title: Plaza-Historic Bld Mechanical Desc: Plaza-Historic Bld Mechanical	NEW

Remarks: Please Review and Re-Submit as noted

Date	Number	Re:	To	Attention	From	Signed
5/9/2008	00708	Plaza Electrical	AS Tech Inc	Geoff Johnson	Petra Incorporated	Adam Johnson

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	5/9/2008				Additional information requested by Geoff Johnson for site electrical submittals.	

Remarks:



Transmittal Log

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Project Name: Meridian City Hall

Date: 9/10/2009

Project No: 06-0675

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Date	Number	Re:	To	Attention	From	Signed
4/30/2008	00698	RFI #112	All Meridian City Hall	All Contractors	Petra Incorporated	Jon Anderson

Contractors

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	4/30/2008				RFI No. 112	

Remarks: Please find attached RFI #112 for your use.

cc:
File
Foundations, LLC - 955-9050
B&B Steel - 343-4157

5/2/2008	00699	CO#1	City of Meridian	Keith Watts	Petra Incorporated	Tom Coughlin
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Tronics/

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	5/2/2008				CO#1 for AA Tronics	
2	1	5/2/2008				CO#1 for American Wallcover	

Remarks: Please see the attached CO#1 for AA Tronics and American Wallcover to be signed

5/2/2008	00700	Plaza Concrete	LCA Architects, P.A.	Steve	Petra Incorporated	Adam Johnson
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Shops **Christensen**

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	7	5/2/2008	SUB	03-100-08	001	Title: Plaza-Historic Building Shops Desc: Plaza-Historic Building Shops	NEW
2	7	5/2/2008	SUB	03-100-09	001	Title: Plaza-Ampetheater Shops Desc: Plaza-Ampetheater Shops	NEW

Remarks:

5/2/2008	00733	Ampetheater	Axelsen Concrete Construction, LLC	Paul Axelsen	Petra Incorporated	Adam Johnson
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Rebar Shops **Construction, LLC**

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	4	5/2/2008	SUB	03-100-07	001	Title: Plaza Rebar Shops Desc: Plaza Rebar Shops	APP

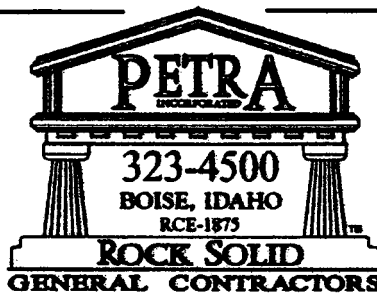
Remarks:

5/5/2008	00734	Plaza Piping and Sewer	LCA Architects, P.A.	Steve	Petra Incorporated	Adam Johnson
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Proctor **Christensen**

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	7	5/5/2008	SUB	02-222-05	001	Title: Plaza-Piping and Sewer Components Desc: Plaza-Piping and Sewer Components	NEW
2	7	5/5/2008	SUB	02-222-06	001	Title: Plaza-4" Pit Run and 3/4 Proctors Desc: Plaza-4" Pit Run and 3/4 Proctors	NEW

Remarks:



1097 N. ROSARIO STREET • MERIDIAN, ID 83642 • PHONE: (208) 323-4500 • FAX: (208) 323-4507

Project Name: Meridian City Hall

Date: 9/10/2009

Project No: 06-0675

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Date	Number	Re:	To	Attention	From	Signed
4/29/2008	00694	DDC Controls	Yamas Controls	Kirbie Keller	Petra Incorporated	Adam Johnson
Intermountain Inc.						

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	4/29/2008				DDC Controls, AAN, See Notes	

Remarks:

4/29/2008	00704	Submittals	AA Iron	Kevin Myers	Petra Incorporated	Adam Johnson
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ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	4/29/2008	SUB	13-200-01	001	Title: Control Systems Desc: Control Systems	NEW

Remarks:

4/30/2008	00695	CO#2 American	City of Meridian	Keith Watts	Petra Incorporated	Tom Coughlin
Wallcover						

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	4/30/2008				CO#2 for American Walkover	
2	1	4/30/2008				CO#4 for Sidewalks, LLC	

Remarks: Please see the attached CO#2, American Walkover and CO#4, Sidewalks, LLC, for signature.

4/30/2008	00696	PCO for	TCA Architects PA	Steve	Petra Incorporated	Tom Coughlin
signature						
Christensen						

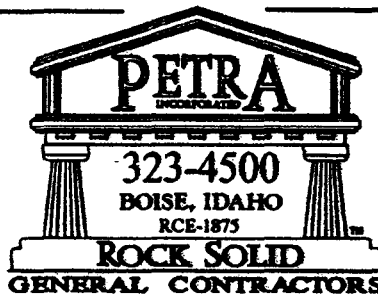
ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	4/30/2008				PCO#2-Simplex Grinnell	

Remarks: Please see the attached proposed change order from Simplex Grinnell. This proposed change order will need to be signed and returned.

4/30/2008	00697	Bond	City of Meridian	Keith Watts	Petra Incorporated	Tom Coughlin
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ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	2	4/30/2008				AIA Contract for Axelsen Concrete for Plaza bid.	
2	1	4/30/2008				Payment and Performance Bond for Sunshine Landscape	

Remarks:



Transmittal Log

1097 N. ROSARIO STREET • MERIDIAN, ID 83642 • PHONE: (208) 323-4500 • FAX: (208) 323-4507

Project Name: Meridian City Hall

Date: 9/10/2009

Project No: 06-0675

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Date	Number	Re:	To	Attention	From	Signed
4/29/2008	00690	Plaza Roofing	LCA Architects, PA	Steve	Petra Incorporated	Adam Johnson

Submittial **Christensen**

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	4	4/29/2008	SUB	07-210-04	001	Title: PLAZA-Building Insulation Desc: PLAZA-Building Insulation-Johns Manville	NEW
2	5	4/29/2008	SUB	07-210-02	002	Title: PLAZA - Membrane Roofing Desc: PLAZA - Sheet Metal Trim	NEW
3	5	4/29/2008	SUB	07-210-02	001	Title: PLAZA - Membrane Roofing Desc: PLAZA - Membrane Roofing	NEW
4	2	4/29/2008	SUB	07-210-02	003	Title: PLAZA - Membrane Roofing Desc: PLAZA - Sheet Metal Color Chart	NEW

Remarks:

4/29/2008	00691	Water Tank and	LCA Architects, PA	Steve	Petra Incorporated	Adam Johnson
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Fittings **Christensen**

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	7	4/29/2008	SUB	02-890-01	001	Title: Water Feature Collection Tank Desc: Water Feature Collection Tank	NEW
2	7	4/29/2008	SUB	02-890-02	001	Title: Plaza-Flange Fittings, Water Feature Desc: Plaza-Flange Fittings, Water Feature	NEW

Remarks:

4/29/2008	00692	Revised P-5	Commercial Painting Contractors, Inc	Kevin Martin	Petra Incorporated	Adam Johnson
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ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	4/29/2008	SUB	09912-01	001	Title: Revised P-5 Epoxy Paint Desc: Revised P-5 Epoxy Paint	APP

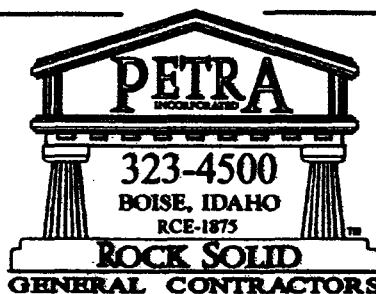
Remarks:

4/29/2008	00693	Approved	Integrated Interiors	Jason Lipper	Petra Incorporated	Adam Johnson
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Submittials

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	4/29/2008	SUB	12-491-01	002	Title: Horizontal Louver Blind Submittials Desc: Horizontal Louver Blind -Bali Color Chart	NEW
2	1	4/29/2008	SUB	12-494-01	001	Title: Roller Shade Submittials Desc: Roller Shade Submittials	NEW
3	1	4/29/2008	SUB	12-494-01	002	Title: Roller Shade Submittials Desc: Hardware for Flex Shades	NEW
4	1	4/29/2008	SUB	12-491-01	001	Title: Horizontal Louver Blind Submittials Desc: Horizontal Louver Blind Submittials	NEW
5	1	4/29/2008	SUB	12-494-01	003	Title: Roller Shade Submittials Desc: Sun Control Fabric	NEW

Remarks:



1097 N. ROSARIO STREET • MERIDIAN, ID 83642 • PHONE: (208) 323-4500 • FAX: (208) 323-4507

Project Name: Meridian City Hall

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Date	Number	Re:	To	Attention	From	Signed
4/28/2008	00685	CO for	City of Meridian	Keith Watts	Petra Incorporated	Tom Coughlin

Hobson/TMC

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	4/28/2008				CO#2 for Hobson Fabricating	
2	1	4/28/2008				Fully executed CO#2 for TMC	

Remarks: Please see the attached CO#2, Hobson Fabricating, for signature. Also, please see the fully executed change order #2 for TMC.

Date	Number	Re:	To	Attention	From	Signed
4/28/2008	00686	Plaza Rebar	PCA Architects, P.A.	Steve Christensen	Petra Incorporated	Adam Johnson

Shops

Christensen

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
0	4/28/2008	SUB	03-100-07	001	Title: Plaza Rebar Shops Desc: Plaza Rebar Shops	NEW	

Remarks:

Date	Number	Re:	To	Attention	From	Signed
4/29/2008	00687	Misc. PCO's	PCA Architects, P.A.	Steve Christensen	Petra Incorporated	Tom Coughlin

Signature

Christensen

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	4/2/2008					Misc. Proposed Change Orders for Signature	

Remarks: Please see the attached for misc. proposed change orders from the Meridian City Hall Contractors. These proposed change orders will need to be signed and returned.

The PCO's are as follows:

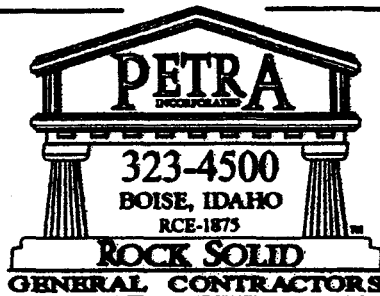
PCO#1 TTE-PreCom- Phase III
PCO#3 B&B Steel Erectors- Phase III
PCO#3 MJ's Backhoe- Phase II

Date	Number	Re:	To	Attention	From	Signed
4/29/2008	00688	Plaza Panelboards	PCA Architects, P.A.	Steve Christensen	Petra Incorporated	Adam Johnson

Panelboards

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	7	4/29/2008	SUB	16-470-02	001	Title: PLAZA Panelboards Desc: PLAZA Panelboards	NEW

Remarks:



Transmittal Log

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Project Name: Meridian City Hall

Date: 9/10/2009

Project No: 06-0675

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Date	Number	Re:	To	Attention	From	Signed
4/23/2008	00680	Mix Designs	LCA Architects, PA	Steve Christensen	Petra Incorporated	Adam Johnson

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	7	4/23/2008	SUB	03-100-04	001	Title: Concrete Mix Designs-PLAZA Desc: Concrete Mix Designs-PLAZA	NEW

Remarks:

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	3					ASI 35 - Loading Dock	

Remarks:

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	3	4/24/2008	SUB	09310-03	001	Title: Uncoupling Membrane Desc: Uncoupling Membrane	APP

Remarks:

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	7	4/25/2008	SUB	16-530-01	001	Title: Plaza Site Lighting Desc: Plaza Site Lighting	NEW

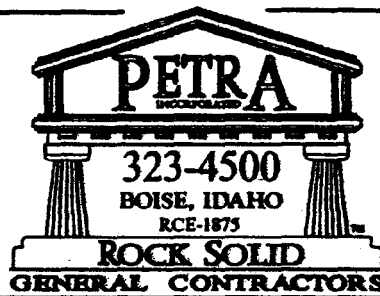
Remarks:

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	2	4/28/2008	SUB	16-000-02	001	Title: ETC Submittals Desc: ETC Submittals	NEW

Remarks:

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	4/28/2008				RFI # 112	

Remarks:



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Project Name: Meridian City Hall

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Date	Number	Re:	To	Attention	From	Signed
4/21/2008	00677	Contracts/Chang City of Meridian		Keith Watts	Petra Incorporated	Tom Coughlin

Orders

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	4/21/2008				Copy of fully executed Change Order No.1 to Hobson Fabrication Corporation.	
2	1	4/21/2008				Contract Change Order for Architectural Building Supply Phase 2	
3	1	4/21/2008				Contract Change Order for Architectural Building Supply Phase 3	
4	2	4/21/2008				AIA Contract for American Wallcover for Plaza	
5	2	4/21/2008				AIA Contract for Terra-West	
6	2	4/21/2008				AIA Contract for M.R. Miller	
7	1	4/21/2008				Contract Change Order for Buss Mechanical Phase 3	

Remarks:

Date	Number	Re:	To	Attention	From	Signed
4/23/2008	00678	Paint and Blind	LCA Architects, P/A	Steve Christensen	Petra Incorporated	Adam Johnson

Info

Christensen

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	3	4/23/2008	SUB	09-900-02	001	Title: Revised P-5 Color Product Desc: Revised P-5 Color Product	NEW
2	3	4/23/2008	SUB	12-491-01	002	Title: Horizontal Louver Blind Submittals Desc: Horizontal Louver Blind -Bali Color Chart	NEW
3	5	4/23/2008	SUB	12-491-01	001	Title: Horizontal Louver Blind Submittals Desc: Horizontal Louver Blind Submittals	NEW
4	5	4/23/2008	SUB	12-494-01	002	Title: Roller Shade Submittals Desc: Hardware for Flex Shades	NEW
5	5	4/23/2008	SUB	12-494-01	001	Title: Roller Shade Submittals Desc: Roller Shade Submittals	NEW
6	5	4/23/2008	SUB	12-494-01	003	Title: Roller Shade Submittals Desc: Sun Control Fabric	NEW

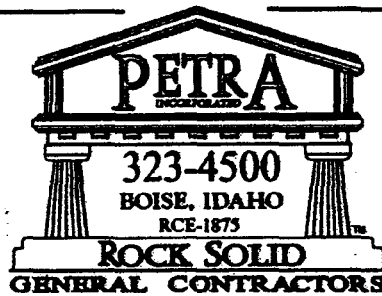
Remarks:

Date	Number	Re:	To	Attention	From	Signed
4/23/2008	00679	Contracts/Chang City of Meridian		Keith Watts	Petra Incorporated	Tom Coughlin

Orders

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	4/23/2008				Contract Change Order for TMC Masonry Phase 2	
2	1	4/23/2008				Contract Change Order for Simplex Grinnell Phase 3	
3	2	4/23/2008				AIA Contract for Commercial Painting Contractors, In.c for Plaza	
4	1	4/23/2008				Performance & Payment Bond for Commercial Painting Contractor's, In.	

Remarks:



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Project Name: Meridian City Hall

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Date	Number	Re:	To	Attention	From	Signed
4/17/2008	00675	Sealco Contract	City of Meridian	Keith Watts	Petra Incorporated	Adam Johnson

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	4/17/2008				Contracts for signature.	

Remarks:

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	4/17/2008				Misc. Change Orders for Signature	

Remarks: Please see the attached for misc. change orders from the Meridian City Hall Contractors. These proposed change orders will need to be signed and returned.

The CO's are as follows:

- CO#2 MJ's Backhoe- Phase II
- CO#1 Custom Glass- Phase II
- CO#1 Custom Glass- Phase III
- CO#2 Commercial Paint- Phase III
- CO#2 Tri State Electric- Phase III
- CO#2 Suncrest/ B&B- Phase III
- CO#1 Integrated Interiors- Phase III
- CO#2 Idaho Custom Wood Products- Phase II

Remarks: Please see attached 2nd half of RFI No. 91.



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Date	Number	Re:	To	Attention	From	Signed
4/15/2008	00670	Bark Mulch	ECA Architects, PA	Brent Riffs	Petra Incorporated	Adam Johnson

Submittal

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	4/15/2008	SUB	02840-02	001	Title: 3/4" Bark Mulch Desc: 3/4" Bark Mulch	NEW

Remarks:

Date	Number	Re:	To	Attention	From	Signed
4/15/2008	00671	Irrigation	ECA Architects, PA	Steve Christensen	Petra Incorporated	Adam Johnson

Irrigation

Christensen

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	4	4/15/2008	SUB	02810-01	001	Title: Double Check Valve Desc: Double Check Valve	NEW
2	4	4/15/2008	SUB	02810-02	001	Title: Brass Ball Valves Desc: Brass Ball Valves	NEW
3	4	4/15/2008	SUB	02810-03	001	Title: Brass Gate Valve Desc: Brass Gate Valve	NEW
4	4	4/15/2008	SUB	02810-04	001	Title: ESP-MC Series Controlers Desc: ESP-MC Series Controlers	NEW
5	4	4/15/2008	SUB	02810-05	001	Title: Swing Pipe Tubing Desc: Swing Pipe Tubing	NEW
6	4	4/15/2008	SUB	02810-06	001	Title: Bubbler Heads Desc: Bubbler Heads	NEW
7	4	4/15/2008	SUB	02810-07	001	Title: Irrigation Valves Desc: Irrigation Valves	NEW
8	4	4/15/2008	SUB	02815-08	001	Title: Sprinklers Desc: Sprinklers	NEW
9	4	4/15/2008	SUB	02840-01	001	Title: Plant Specifications Desc: Plant Specifications	NEW

Remarks:

Date	Number	Re:	To	Attention	From	Signed
4/16/2008	00672	Site Furnishings	ECA Architects, PA	Steve Christensen	Petra Incorporated	Adam Johnson

Christensen

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	4	4/16/2008	SUB	02-760-01	001	Title: Site Trash Receptacles Desc: Site Trash Receptacles	NEW
2	4	4/16/2008	SUB	02-760-02	001	Title: Site Bench Seating Desc: Site Bench Seating	NEW
3	4	4/16/2008	SUB	02-760-03	001	Title: Bick Racks Desc: Bick Racks	NEW

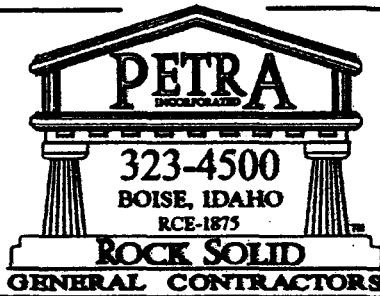
Remarks:

Date	Number	Re:	To	Attention	From	Signed
4/17/2008	00673	ASI #83	Commercial Planning Contractors, Inc	Kevin Martin	Petra Incorporated	Adam Johnson

Contractors, Inc

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	4/17/2008				ASI #83	

Remarks:



Transmittal Log

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Project Name: Meridian City Hall

Date: 9/10/2009

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Date	Number	Re:	To	Attention	From	Signed
4/10/2008	00658	AA Tronics	AA Tronics	Kevin Myers	Petra Incorporated	Adam Johnson

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	2	4/10/2008	SUB	13100-01	001	Title: Audio Systems Desc: Audio Systems	AAN
2	2	4/10/2008	SUB	13150-01	001	Title: Video Systems Desc: Video Systems	AAN
3	2	4/10/2008	SUB	13770-01	001	Title: DARS System Desc: DARS System	AAN

Remarks:

Date	Number	Re:	To	Attention	From	Signed
4/10/2008	00659	Approved Submittals	Seal Co.	Mike Devaney	Petra Incorporated	Adam Johnson

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	4/10/2008	SUB	07-141-02	001	Title: Mechanical Equip Room Waterproofing Desc: Mechanical Equip Room Waterproofing	APP

Remarks:

Date	Number	Re:	To	Attention	From	Signed
4/10/2008	00660	Submittal	Tr. State Electric	Way Gooden	Petra Incorporated	Adam Johnson

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
0	4/10/2008	SUB	13200-01	001	Title: Audiovisual Control System Desc: Audiovisual Control System	AAN	

Remarks:

Date	Number	Re:	To	Attention	From	Signed
4/14/2008	00662	Hot Water Convectors	Buss Mechanical	John Buss	Petra Incorporated	Adam Johnson

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	4/14/2008	SUB	15-762-02	001	Title: Hot Water Convectors Desc: Hot Water Convectors	APP

Remarks:

Date	Number	Re:	To	Attention	From	Signed
4/14/2008	00663	Uncoupling Membrane	IC/Architects	Brent Pitt	Petra Incorporated	Adam Johnson

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	7	4/14/2008	SUB	09310-03	001	Title: Uncoupling Membrane Desc: Uncoupling Membrane	NEW

Remarks:

Date	Number	Re:	To	Attention	From	Signed
4/15/2008	00664	Exterior Paint	Commercial Painting Contractors, Inc	Keith Martin	Petra Incorporated	Adam Johnson

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	4	4/15/2008	SUB	09-900-02	001	Title: Exterior Paint Specs Desc: Exterior Paint Specs	APP

Remarks:



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Project Name: Meridian City Hall

Date: 9/10/2009

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Date	Number	Re:	To	Attention	From	Signed
4/7/2008	00654	Misc. PCOs for	LCA Architects, PA	Steve	Petra Incorporated	Tom Coughlin

Signature

Christensen

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	4	4/7/2008				Misc. Proposed Change Orders for Signature	

Remarks: Please see the attached for misc. proposed change orders from the Meridian City Hall Contractors. These proposed change orders will need to be signed and returned.

The PCO's are as follows:

PCO#1 AATronics
 PCO#1 Custom Glass- phase III
 PCO#2 Hobson Fabricating
 PCO#4 Sidewalks LLC
 PCO#2 Rule Steel- phase II

Date	Number	Re:	To	Attention	From	Signed
4/7/2008	00655	Hot Water	LCA Architects, PA	Brent Pitts	Petra Incorporated	Adam Johnson

Convectors

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	4	4/7/2008	SUB	15-762-02	001	Title: Hot Water Convectors Desc: Hot Water Convectors	NEW

Remarks:

Date	Number	Re:	To	Attention	From	Signed
4/8/2008	00657	Membrane	LCA Architects, PA	Steve	Petra Incorporated	Adam Johnson

Submittals

Christensen

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	4	4/8/2008	SUB	07-141-02	001	Title: Mechanical Equip Room Waterproofing Desc: Mechanical Equip Room Waterproofing	NEW

Remarks:

Date	Number	Re:	To	Attention	From	Signed
4/8/2008	00658	Fume Hood	Hobson Fabricating Co.	Edith K. A.	Petra Incorporated	Adam Johnson

Submittals

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	3	4/8/2008	SUB	15-838-02	001	Title: Fume Hood Desc: Fume Hood	REJ

Remarks: Please Review and Resubmit.



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Date	Number	Re:	To	Attention	From	Signed
4/2/2008	00652	Misc. PCOs for	LCA Architects PA	Steve Christensen	Petra Incorporated	Tom Coughlin

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
	1	4/2/2008				Misc. Proposed Change Orders for Signature	

Remarks: Please see the attached for misc. proposed change orders from the Meridian City Hall Contractors. These proposed change orders will need to be signed and returned.

The PCO's are as follows:

PCO#1 Custom Glass- phase III
 PCO#1 Integrated Interiors- phase III
 PCO#2 MJ's Backhoe- phase II
 PCO#2 TriState Electric- phase III

4/3/2008	00653	Memo & ASI #80	Commercial Painting	Kenil Martin	Petra Incorporated	Jon Anderson
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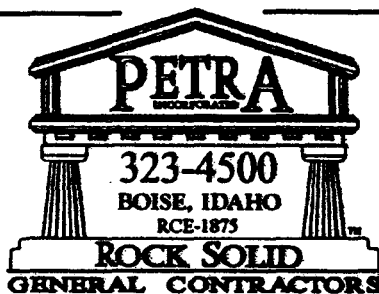
Contractors, Inc

Remarks: Please find attached ASI #80 and additional memo from LCA indicating paint color for interior hollow metal doors, door frames and window frames.

4/4/2008	00656	Submittals	Seal Co	Mike Devaney	Petra Incorporated	Adam Johnson
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ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
	0	4/4/2008	SUB	07-141-01	001	Title: Mechanical Equip Room Waterproofing Desc: Mechanical Equip Room Waterproofing	REJ

Remarks:



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Project Name: Meridian City Hall

Date: 9/10/2009

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Date	Number	Re:	To	Attention	From	Signed
3/27/2008	00645	Wood Door	ECA Architects, PA	Brent Pitts	Petra Incorporated	Adam Johnson

Color Samples

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
0	3/27/2008	SUB	08-211-03	002	Title: Door Sample for Color and Finish Desc: Door Sample for Color and Finish	NEW	

Remarks:

Date	Number	Re:	To	Attention	From	Signed
3/31/2008	00646	ABS Contract	City of Meridian	John Walls	Petra Incorporated	Adam Johnson

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	2	3/31/2008				Set of A101/CMA-1992 and A201/CMA-1992 contracts for ABS.	

Remarks: Please sign both copies of the contract. Keep one set for your files and return one set back to Petra.

Thank you.

Date	Number	Re:	To	Attention	From	Signed
3/31/2008	00647	Approved Door	Architectural Building	Stuart Jensen	Petra Incorporated	Adam Johnson

Submittal Supply

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	10	3/31/2008	SUB	08-211-03	002	Title: Door Sample for Color and Finish Desc: Door Sample for Color and Finish	APP

Remarks:

Date	Number	Re:	To	Attention	From	Signed
4/1/2008	00649	Fume Hood	ECA Architects, PA	Brent Pitts	Petra Incorporated	Adam Johnson

Submittals

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	7	4/1/2008	SUB	15-838-02	001	Title: Fume Hood Desc: Fume Hood	NEW

Remarks:

Date	Number	Re:	To	Attention	From	Signed
4/2/2008	00650	Exterior Paint	ECA Architects, PA	Brent Pitts	Petra Incorporated	Adam Johnson

Submittal

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	7	4/2/2008	SUB	09-900-02	001	Title: Exterior Paint Specs Desc: Exterior Paint Specs	NEW

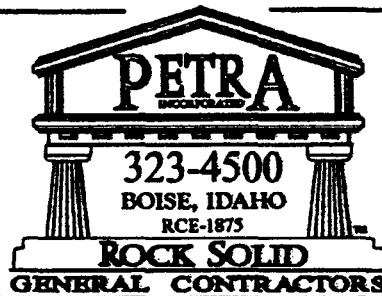
Remarks:

Date	Number	Re:	To	Attention	From	Signed
4/2/2008	00651	Exterior Contract	ECA Architects, PA	Brent Pitts	Petra Incorporated	Adam Johnson

Contract

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	4/2/2008				Set of original AIA A101/CMA and A201/CMA fully executed contract documents for your records.	APP

Remarks:



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Project Name: Meridian City Hall

Date: 9/10/2009

Project No: 06-0675

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Date	Number	Re:	To	Attention	From	Signed
3/25/2008	00643	Misc. Change	LGA Architects, PA	Sieve	Petra Incorporated	Tom Coughlin

Orders

Christensen

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	3/25/2008				Misc. Change Orders	

Remarks: Please see the attached for misc. change orders for the subcontractors.

The list of the subcontractors is as follows:

CO#1 Commercial Painting- Phase III
 CO#1 & 2 ABS- Phase III
 CO#1 American Wallcovering- Phase III
 CO#1 Suncrest/ B&B- Phase III
 CO#1 Buss Mechanical- Phase III
 CO#1 Hobson- Phase III
 CO# Idaho Custom Wood Products- Phase III
 CO#1 MJ's Backhoe- Phase II
 CO#1 Rule Steel- Phase II
 CO#1 Schindler Elevator- Phase II
 CO's #1, 2, 3 Sidewalks- Phase II
 CO#1 Seal Co- Phase II
 CO's 1 TMC- Phase II
 CO#1 Tri State Electric- Phase II

Date	Number	Re:	To	Attention	From	Signed
3/25/2008	00640	Submittals	TMC Inc	Nichelle Walz	Petra Incorporated	Adam Johnson

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
	0	3/25/2008	SUB	04-200-08	001	Title: Masonry Color Caulking Color Chart Desc: Masonry Color Caulking Color Chart	APP

Remarks:

Date	Number	Re:	To	Attention	From	Signed
3/25/2008	00641	Misc. Proposed Change Orders	LGA Architects, PA	Sieve	Petra Incorporated	Tom Coughlin

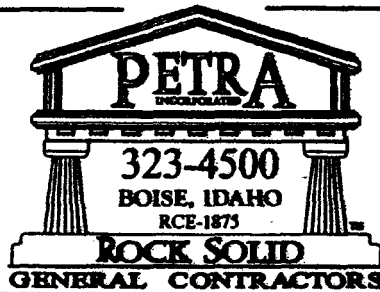
Signature

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
	1	3/27/2008				Misc. Proposed Change Orders for Signature	

Remarks: Please see the attached for misc. proposed change orders from the Meridian City Hall Contractors. These proposed change orders will need to be signed and returned.

The PCO's are as follows:

PCO#1 ABS- Phase III	PCO#1 Custom Glass- Phase II
PCO#2 ABS- Phase II	PCO#2 Hobson Fabricating
PCO#2 American Wallcover- Phase III	PCO#2 Idaho Custom Wood Products- Phase III
PCO#2 B&B Steel Erectors- Phase III	PCO#1 Simplex Grinnell- Phase III
PCO#2 Buss Mechanical- Phase III	PCO#3 TMC- Phase II
PCO#2 Commercial Painting Contractors- Phase III	PCO#1 TTE-PRECOM- Phase III



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Project Name: Meridian City Hall

Date: 9/10/2009

Project No: 06-0675

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Date	Number	Re:	To	Attention	From	Signed
3/19/2008	00664	Generator	Tri State Electric	Jay Gooden	Petra Incorporated	Adam Johnson

Submittals

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	2	3/19/2008	SUB	16-622-02	001	Title: Generator Supplemental Info Desc: Generator Supplemental Info	AAN

Remarks:

Date	Number	Re:	To	Attention	From	Signed
3/20/2008	00668	Precom	TEPA PreCom	Harry Williams	Petra Incorporated	Adam Johnson

Submittals

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	3	3/20/2008	SUB	16-741-02	001	Title: Telecommunication Equip Rack Desc: Telecommunication Equip Rack	AAN
1	3	3/8/2008	SUB	16-741-03	001	Title: Telecommunication Jacks and Plates Desc: Telecommunication Jacks and Plates	NEW
1	3	3/20/2008	SUB	16-741-01	001	Title: Telecommunication Cable Desc: Telecommunication Cable	AAN

Remarks:

Date	Number	Re:	To	Attention	From	Signed
3/24/2008	00639	Access Controls	Apex Integrated Security	Jackie Green	Petra Incorporated	Adam Johnson

and CCTV Solutions

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	3	3/24/2008	SUB	16761-01	001	Title: Video Surveillance Systems Desc: Video Surveillance Systems	AAN
1	3	3/24/2008	SUB	16751-01	001	Title: Access Control System Desc: Access Control System	AAN

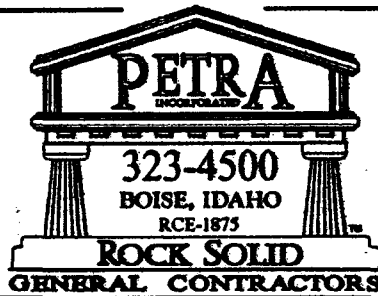
Remarks: Please Provide:
 1. Document working experience w/system per contract documents.
 2. Submit (5) project examples per contract documents.

Date	Number	Re:	To	Attention	From	Signed
3/24/2008	00632	Waterproofing	Waterproofing	Waterproofing	Petra Incorporated	Adam Johnson

Waterproofing

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
0	3	3/24/2008	SUB	07-141-01	001	Title: Mechanical Equip Room Waterproofing Desc: Mechanical Equip Room Waterproofing	NEW

Remarks:



Transmittal Log

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Project Name: Meridian City Hall

Date: 9/10/2009

Project No: 06-0675

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Date	Number	Re:	To	Attention	From	Signed
3/14/2008	00637	Pricing Request	Idaho Custom Wood	Ken Shockey	Petra Incorporated	Adam Johnson

No. 1 Products

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	3/14/2008				Pricing Request No. 1	

Remarks: Please review and return by 12:00 on 3/17/08.

3/14/2008	00638	Pricing Request	Integrated Interior	Jason Lippe	Petra Incorporated	Adam Johnson
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No. 1

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	3/14/2008				Pricing Request No. 1	

Remarks: Please review and return by 12:00 on 3/17/08.

3/14/2008	00663	Metal Roof	Western Roofing	Ted Davis	Petra Incorporated	Adam Johnson
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Submittals

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	3	3/14/2008	SUB	07-500-02	001	Title: Metal Roofing Desc: Metal Roofing	AAN

Remarks:

3/14/2008	00665	Ebtron	Yama Controls	Kirbie Keller	Petra Incorporated	Adam Johnson
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Controllers Intermountain Inc.

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	3	3/14/2008	SUB	15900-05	001	Title: Ebtron Controllers Desc: Ebtron Controllers	AAN

Remarks:

3/14/2008	00667	Tile and Grout	Schumacher & Company	Leo Gibson	Petra Incorporated	Adam Johnson
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Submitta Inc

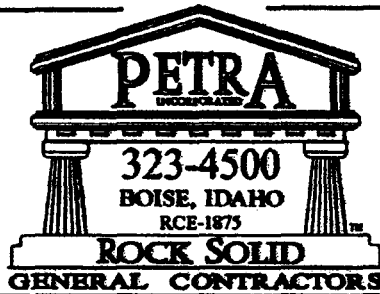
ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	3/14/2008	SUB	09310-02	001	Title: Grout Color Chips Desc: Grout Color Chips	AAN
1	1	3/14/2008	SUB	09310-01	001	Title: Tile Color Boards Desc: Tile Color Boards	AAN

Remarks:

3/17/2008	00520	Submittals	Color Match	White Washers	Petra Incorporated	Adam Johnson
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ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
	0	3/17/2008	SUB	08-800-04	001	Title: Spandrel Color on Specified Glass Desc: Spandrel Color on Specified Glass-White Spandrel	NEW
	0	3/17/2008	SUB	08-800-04	002	Title: Spandrel Color on Specified Glass Desc: Spandrel Color on Specified Glass- Salix Spandrel	NEW

Remarks:



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Project Name: Meridian City Hall

Date: 9/10/2009

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Date	Number	Re:	To	Attention	From	Signed
3/14/2008	00630	Pricing Request	Hobson Fabricating Corp.	Pat Clover	Petra Incorporated	Adam Johnson

No. 1

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	3/14/2008				Pricing Request No. 1	

Remarks: Please review and return by 12:00 on 3/17/08.

3/14/2008	00631	Pricing Request	Buss Mechanical	John Buss	Petra Incorporated	Adam Johnson
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No. 1

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	3/14/2008				Pricing Request No. 1	

Remarks: Please review and return by 12:00 on 3/17/08.

3/14/2008	00632	Pricing Request	Simplex Gannett LP	Bill Gannett	Petra Incorporated	Adam Johnson
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No. 1

Bettencourt

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	3/14/2008				Pricing Request No. 1	

Remarks: Please review and return by 12:00 on 3/17/08.

3/14/2008	00633	Pricing Request	In State Electric	Jim Spoden	Petra Incorporated	Adam Johnson
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No. 1

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	3/14/2008				Pricing Request No. 1	

Remarks: Please review and return by 12:00 on 3/17/08.

3/14/2008	00634	Pricing Request	AA Tonics	Debbie Knipper	Petra Incorporated	Adam Johnson
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No. 1

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	3/14/2008				Pricing Request No. 1	

Remarks: Please review and return by 12:00 on 3/17/08.

3/14/2008	00635	Pricing Request	Open Integration Solutions	Mike Peterson	Petra Incorporated	Adam Johnson
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No. 1

Solutions

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	3/14/2008				Pricing Request No. 1	

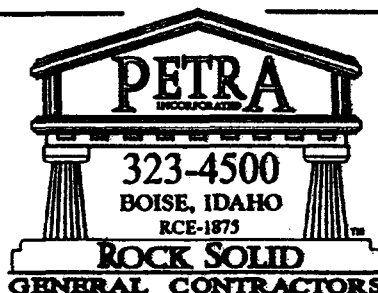
Remarks: Please review and return by 12:00 on 3/17/08.

3/14/2008	00636	Pricing Request	ITB Inc	Ben Williams	Petra Incorporated	Adam Johnson
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No. 1

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	3/14/2008				Pricing Request No. 1	

Remarks: Please review and return by 12:00 on 3/17/08.



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Project Name: Meridian City Hall

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Date	Number	Re:	To	Attention	From	Signed
3/14/2008	00623	Pricing Request	Architectural Building	Stewart Jensen	Petra Incorporated	Adam Johnson

No. 1 Supply

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	3/14/2008				Pricing Request No. 1	

Remarks: Please review and return by 12:00 on 3/17/08.

3/14/2008	00624	Pricing Request	Custom Glass	Julie Warwick	Petra Incorporated	Adam Johnson
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No. 1

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	3/14/2008				Pricing Request No. 1	

Remarks: Please review and return by 12:00 on 3/17/08.

3/14/2008	00825	Pricing Request	Pac West Interiors	Steve Packard	Petra Incorporated	Adam Johnson
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No. 1

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	3/14/2008				Pricing Request No. 1	

Remarks: Please review and return by 12:00 on 3/17/08.

3/14/2008	00626	Pricing Request	Designer Floors	Dick Brown	Petra Incorporated	Adam Johnson
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No. 1

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	3/14/2008				Pricing Request No. 1	

Remarks: Please review and return by 12:00 on 3/17/08.

3/14/2008	00627	Pricing Request	Schumacher & Company	Joe Gibson	Petra Incorporated	Adam Johnson
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No. 1 Inc

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	3/14/2008				Pricing Request No. 1	

Remarks: Please review and return by 12:00 on 3/17/08.

3/14/2008	00628	Pricing Request	Commercial Painting	Ken Martin	Petra Incorporated	Adam Johnson
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No. 1 Contractors, Inc

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	3/14/2008				Pricing Request No. 1	

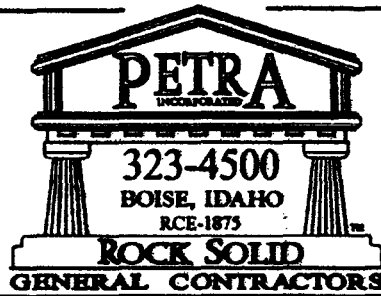
Remarks: Please review and return by 12:00 on 3/17/08.

3/14/2008	00629	Pricing Request	SE Contracting	Bob Galt	Petra Incorporated	Adam Johnson
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No. 1

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	3/14/2008				Pricing Request No. 1	

Remarks: Please review and return by 12:00 on 3/17/08.



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Project Name: Meridian City Hall

Date: 9/10/2009

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Date	Number	Re:	To	Attention	From	Signed
3/5/2008	00619	Roofing	LCA Architects, PA	Brent Pitts	Petra Incorporated	Adam Johnson

Submittals

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	6	2/26/2008	SUB	07-500-01	004	Title: Roofing Desc: Roofing	APP

Remarks:

Date	Number	Re:	To	Attention	From	Signed
3/5/2008	00811	Submittals	Custom Glass	Sheldon Morgan	Petra Incorporated	Adam Johnson

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
	0	3/5/2008	SUB	08-800-03	001	Title: Spandrel Glass Color Selections Desc: Spandrel Glass Color Selections	APP

Remarks:

Date	Number	Re:	To	Attention	From	Signed
3/12/2008	00747	Submittals	Hobson Fabricating Company	Fred Engbee Sr.	Petra Incorporated	Adam Johnson

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
	0	3/12/2008	SUB	15-900-05	001	Title: Yamas Controls-DDC Submittals Desc: Yamas Controls-DDC Submittals	AAN

Remarks:

Date	Number	Re:	To	Attention	From	Signed
3/13/2008	00620	Submittals	LCA Architects, PA	Brent Pitts	Petra Incorporated	Adam Johnson

Submittals

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
	0	3/13/2008	SUB	13770-01	001	Title: DARS System Desc: DARS System	NEW
	0	3/13/2008	SUB	13-200-01	001	Title: Control Systems Desc: Control Systems	NEW
	0	3/13/2008	SUB	13100-01	001	Title: Audio Systems Desc: Audio Systems	NEW
	0	3/13/2008	SUB	13150-01	001	Title: Video Systems Desc: Video Systems	NEW

Remarks:

Date	Number	Re:	To	Attention	From	Signed
3/14/2008	00621	RFI	American Wall Co.	Jeffery Vance	Petra Incorporated	Adam Johnson

No. 1

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	3/14/2008				Pricing Request No. 1	

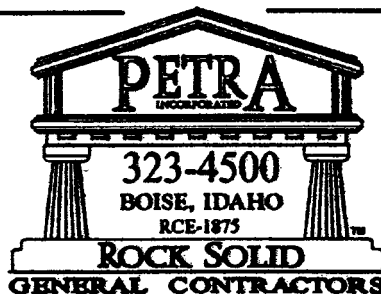
Remarks: Please review and return by 12:00 on 3/17/08.

Date	Number	Re:	To	Attention	From	Signed
3/14/2008	00622	RFI	TRHO Incorporated	Adam Johnson	Petra Incorporated	Adam Johnson

No. 1

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	3/14/2008				Pricing Request No. 1	

Remarks: Please review and return by 12:00 on 3/17/08.



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Project Name: Meridian City Hall

Date: 9/10/2009

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Date	Number	Re:	To	Attention	From	Signed
2/19/2008	00602	Submittals	SBI Contracting	Bob Gaido	Petra Incorporated	Adam Johnson

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
	0	10/19/2007	SUB	10-265-01	001	Title: Corner Guards Desc: Corner Guards	APP
	0	10/19/2007	SUB	10-520-01	001	Title: Fire Extinguisher and Cabinet Desc: Fire Extinguisher and Cabinet	APP
	0	2/19/2008	SUB	10-155-01	001	Title: Toilet Partitions Desc: Toilet Partitions	APP

Remarks:

Date	Number	Re:	To	Attention	From	Signed
2/26/2008	00614	Roofing	Western Roofing	Red Davis	Petra Incorporated	Adam Johnson

Submittals

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	3	2/26/2008	SUB	07-500-01	004	Title: Roofing Desc: Roofing	APP

Remarks:

Date	Number	Re:	To	Attention	From	Signed
2/27/2008	00615	DDC Submittals	LCA Architects, PA	Steve Christensen	Petra Incorporated	Adam Johnson

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	6	2/27/2008	SUB	15-900-05	001	Title: Yamas Controls Desc: Yamas Controls	NEW

Remarks:

Date	Number	Re:	To	Attention	From	Signed
3/4/2008	00616	Masonry	LCA Architects, PA	Steve Christensen	Petra Incorporated	Adam Johnson

Caulking colors

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	2	3/4/2008	SUB	04-200-08	001	Desc: Masonry Color Caulking Color Chart	NEW

Remarks:

Date	Number	Re:	To	Attention	From	Signed
3/4/2008	00617	Spandrel Glass	LCA Architects, PA	Steve Christensen	Petra Incorporated	Adam Johnson

Samples

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	3/4/2008	SUB	08-800-04	001	Title: Spandrel Color on Specified Glass Desc: Spandrel Color on Specified Glass	NEW
2	1	3/4/2008	SUB	08-800-04	002	Title: Spandrel Color on Specified Glass Desc: Spandrel Color on Specified Glass	NEW

Remarks:

Date	Number	Re:	To	Attention	From	Signed
3/4/2008	00618	EBtron	LCA Architects, PA	Steve Christensen	Petra Incorporated	Adam Johnson

Controlers

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	7	3/4/2008	SUB	15900-05	001	Title: Ebtron Controlers Desc: Ebtron Controlers	NEW

Remarks:



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Project Name: Meridian City Hall

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Date	Number	Re:	To	Attention	From	Signed
2/7/2008	00604	Sidewalks	City of Meridian	Keith Wans	Petra Incorporated	Tom Coughlin

CO#02 & 03

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1					CO#2 Sidewalks LLC	APP
2	1					CO#3 Sidewalks LLC	APP

Remarks: Please see the attached for your files.

Thank you

Date	Number	Re:	To	Attention	From	Signed
2/13/2008	00609	Generator Supp	ECA Architects, PA	Steve	Petra Incorporated	Adam Johnson

Info

Christensen

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
2	6	2/13/2008	SUB	16-622-02	001	Title: Generator Supplemental Info Desc: Generator Supplemental Info	NEW

Remarks:

Date	Number	Re:	To	Attention	From	Signed
2/13/2008	00610	Audio Visual	ECA Architects, PA	Steve	Petra Incorporated	Adam Johnson

Controls

Christensen

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	7	2/13/2008	SUB	13200-01	001	Title: Audiovisual Control System Desc: Audiovisual Control System	NEW

Remarks:

Date	Number	Re:	To	Attention	From	Signed
2/15/2008	00607	Grout Color	ECA Architects, PA	Steve	Petra Incorporated	Adam Johnson

Submittals

Christensen

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	2/15/2008	SUB	09310-02	001	Title: Grout Color Chips Desc: Grout Color Chips	NEW

Remarks:

Date	Number	Re:	To	Attention	From	Signed
2/15/2008	00608	Tile Sample	ECA Architects, PA	Steve	Petra Incorporated	Adam Johnson

Boards

Christensen

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	4	2/15/2008	SUB	09310-01	001	Title: Tile Color Boards Desc: Tile Color Boards	NEW

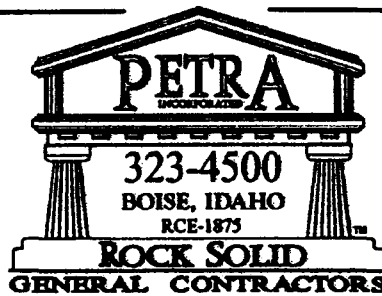
Remarks:

Date	Number	Re:	To	Attention	From	Signed
2/18/2008	00631	Telecom	ECA Architects, PA	Steve	Petra Incorporated	Adam Johnson

Submittals

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	7	2/18/2008	SUB	16-741-01	001	Title: Telecommunication Submittals Desc: Telecommunication, Cable, Equip Rack, Jacks	NEW

Remarks:



Transmittal Log

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Project Name: Meridian City Hall

Date: 9/10/2009

Project No: 06-0675

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Date	Number	Re:	To	Attention	From	Signed
1/23/2008	00599	ABS CO#01 & 02	City of Meridian	Keith Watts	Petra Incorporated	Tom Coughlin

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1					CO#1 Architectural Building Supply	APP
2	1					CO#2 Architectural Building Supply	APP

Remarks:

1/23/2008	00600	Contract for	City of Meridian	Keith Watts	Petra Incorporated	Sandy Olson
PMG						

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	2	1/24/2008				Sets of AIA A101/CMA and AIA A201 CMA contract forms from AATRONICS, Inc. for final approval and execution by the City of Meridian. Please return one full set to my attention for final processing to the Contractor.	OPN

Remarks:

2/1/2008	00601	CO#2 and CO#3	Stewards	Barb Bardo	Petra Incorporated	Sandy Olson
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ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	2/1/2008				Change Order #2 and Change Order #3	

Remarks: Please see the attached change orders for signature. Please sign and mail back to Petra. Upon receipt, a copy of both change order will be faxed for your records.

Thank you.

2/4/2008	00605	Spandrel Glass	ICA Architects, PA	Steve	Petra Incorporated	Adam Johnson
Colors						

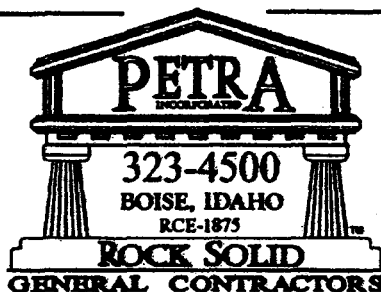
ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	2/4/2008	SUB	08-800-03	001	Title: Spandrel Glass Color Selections Desc: Spandrel Glass Color Selections	NEW

Remarks:

2/6/2008	00609	Roofing	ICMA Architects, PA	Steve	Petra Incorporated	Adam Johnson
Submittals						

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	7	2/6/2008	SUB	07-500-01	004	Title: Roofing Desc: Roofing	NEW
2	1	2/6/2008	SUB	07-500-02	001	Title: Metal Roofing Desc: Metal Roofing	NEW

Remarks:



1097 N. ROSARIO STREET • MERIDIAN, ID 83642 • PHONE: (208) 323-4500 • FAX: (208) 323-4507

Project Name: Meridian City Hall

Date: 9/10/2009

Project No: 06-0675

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Date	Number	Re:	To	Attention	From	Signed
1/16/2008	00593	ASI No. 61	Pac West Interiors	Steve Packard	Petra Incorporated	Adam Johnson

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	1/16/2008				ASI No. 61 MCH Commissioning Supplemental Instructions	

Remarks:

Date	Number	Re:	To	Attention	From	Signed
1/17/2008	00594	MCH ASI No. 51R	All Meridian City Hall Contractors	All Contractors	Petra Incorporated	Barb Crawford

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	1/17/2008				MCH ASI No. 62	

Remarks: Find attached ASI No. 62

CC:
 Architectural Building Supply - 884-5641
 American Wallcover - 887-1129
 Tri State Electric - 208-362-1716
 Pac-West Interiors - 467-3332

Date	Number	Re:	To	Attention	From	Signed
1/18/2008	00595	RFI No. 81	Hinc Steel	Bill Byrny	Petra Incorporated	Jon Anderson

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	1/18/2008				RFI No. 81	

Remarks: Please find attached RFI No. 81.

Date	Number	Re:	To	Attention	From	Signed
1/22/2008	00596	Johnsonite 6" Recess	De Stone Floors	Dick Brown	Petra Incorporated	Barb Crawford

Remarks: Please find attached answer to RFI #82 regarding Johnsonite 6" Recess, Color #47.

Date	Number	Re:	To	Attention	From	Signed
1/22/2008	00597	Closure Revision	All Meridian City Hall Contractors	All Contractors	Petra Incorporated	Jon Anderson

Remarks: Please find attached ASI No. 64 addressing closure revision on the front entry doors.

CC:
 ABS - 884-5641
 Custom Glass - 454-0391

Date	Number	Re:	To	Attention	From	Signed
1/22/2008	00598	Elevator Plan	All Meridian City Hall Contractors	All Contractors	Petra Incorporated	Jon Anderson

Remarks: Please find attached ASI #63 addressing enlarged elevator plan.



1097 N. ROSARIO STREET • MERIDIAN, ID 83642 • PHONE: (208) 323-4500 • FAX: (208) 323-4507

Project Name: Meridian City Hall

Date: 9/10/2009

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Date	Number	Re:	To	Attention	From	Signed
1/14/2008	00584	Sunshine/Alpha	City of Meridian	Keith Watts	Petra Incorporated	Adam Johnson

Contracts

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	1/14/2008				Phase IV Plaza: Contract for Alpha Masonry for final execution.	
1	1	1/14/2008				Phase IV Plaza: Contract for Sunshine Landscapes for final execution.	

Remarks: Please sign and return a copy for our records. Thanks.

Date	Number	Re:	To	Attention	From	Signed
1/16/2008	00587	RFI No. 77	Tri State Electric	Jay Gooden	Petra Incorporated	Adam Johnson

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	1/16/2008				RFI No. 77	

Remarks: Find attached RFI No. 77

Date	Number	Re:	To	Attention	From	Signed
1/16/2008	00588	ASI No. 61	American Wallcover	Handy Pierce	Petra Incorporated	Adam Johnson

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	1/16/2008				ASI No. 61 MCH Commissioning Supplemental Instructions	

Remarks:

Date	Number	Re:	To	Attention	From	Signed
1/16/2008	00589	ASI No. 61	Hobson Fabricating Corp	Ed Hines	Petra Incorporated	Adam Johnson

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	1/16/2008				ASI No. 61 MCH Commissioning Supplemental Instructions	

Remarks:

Date	Number	Re:	To	Attention	From	Signed
1/16/2008	00590	ASI No. 61	BUS Mechanical	John Busch	Petra Incorporated	Adam Johnson

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	1/16/2008				ASI No. 61 MCH Commissioning Supplemental Instructions	

Remarks:

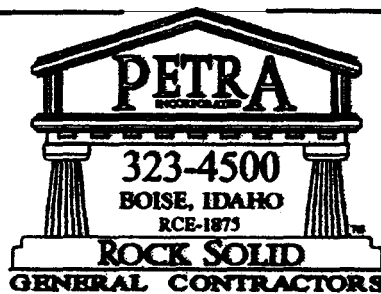
ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	1/16/2008				ASI No. 61 MCH Commissioning Supplemental Instructions	

Remarks:

Date	Number	Re:	To	Attention	From	Signed
1/16/2008	00592	ASI No. 61	City of Meridian	Keith Watts	Petra Incorporated	Adam Johnson

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	1/16/2008				ASI No. 61 MCH Commissioning Supplemental Instructions	

Remarks:



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Project Name: Meridian City Hall

Date: 9/10/2009

Project No: 06-0675

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Date	Number	Re:	To	Attention	From	Signed
1/5/2008	00579	Change Orders	City of Meridian	Keith Watts	Petra Incorporated	Tom Coughlin

Approval

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1					CO #01 Suncrest / B&B Steel Erectors	APP
2	1					CO #01 Idaho Custom Wood Products	APP
3	1					CO #01 Seal Co	
4	1					CO #01 Tri-State Electric	

Remarks: Fully approved copies of CO #01 Suncrest/B&B & CO #01 Idaho Custom Wood Products for your records. Copies of CO #01 SealCo & CO #01 Tri-State for City approval.

Date	Number	Re:	To	Attention	From	Signed
1/10/2008	00580	Change Orders	City of Meridian	Keith Watts	Petra Incorporated	Tom Coughlin

Approvals

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1					CO #01 Rule Steel	AAN
2	1					CO #01 Buss Mechanical	
3	1					CO #01 Commercial Painting Contractors	

Remarks: Fully approved copy of Rule CO #01. Copies of Buss CO #01 & Commercial Painting CO #01 for City approval.

Date	Number	Re:	To	Attention	From	Signed
1/14/2008	00581	Access Controls	ICA Architects P/A	Steve	Petra Incorporated	Adam Johnson

Christensen

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	8	1/14/2008	SUB	16751-01	001	Title: Access Control System Desc: Access Control System	NEW
2	8	1/14/2008	SUB	16761-01		Title: Video Surveillance Systems Desc: Video Surveillance Systems	

Remarks:

Date	Number	Re:	To	Attention	From	Signed
1/14/2008	00582	Council	Sinners Construction DBA/B&B	Todd Bloom	Petra Incorporated	Adam Johnson

Chamber Shops Steel Erectors

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	2	1/14/2008	SUB	05-521-01	001	Title: Council Chambers Steel Shops Desc: Council Chambers Steel Shops	NEW

Remarks:

Date	Number	Re:	To	Attention	From	Signed
1/14/2008	00583	Color Submittal	York Grilles	John	Petra Incorporated	Adam Johnson

Color Submittal

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
	0	1/14/2008	SUB	15-855-02	001	Title: York Grilles Color Charts Desc: York Grilles Color Charts	APP

Remarks:



Transmittal Log

1097 N. ROSARIO STREET • MERIDIAN, ID 83642 • PHONE: (208) 323-4500 • FAX: (208) 323-4507

Project Name: Meridian City Hall

Date: 9/10/2009

Project No: 06-0675

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Date	Number	Re:	To	Attention	From	Signed
12/27/2007	00574	CO#1	Hobson Fabricating Corp	Pat Clover	Petra Incorporated	Sandy Okronick

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	12/27/2007				CO#1	

Remarks: Please see the attached Change Order#1 for Meridian City Hall. This change order pertains to ASI#33. Please sign and mail back to Petra. A fully executed copy will be faxed to you upon receipt.

Thank you.

Date	Number	Re:	To	Attention	From	Signed
12/27/2007	00575	CO#1	Stucco Erectors Corp DBA B&B	Todd Bloom	Petra Incorporated	Sandy Okronick

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	12/27/2007				CO#1	

Remarks: Please see the attached Change Order#1 for Meridian City Hall. This change order pertains to ASI#33. Please sign and mail back to Petra. A fully executed copy will be faxed to you upon receipt.

Thank you.

Date	Number	Re:	To	Attention	From	Signed
12/27/2007	00576	CO#1	Hulk Steel	Bill Every	Petra Incorporated	Sandy Okronick

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	12/27/2007				CO#1	

Remarks: Please see the attached Change Order#1 for Meridian City Hall. This change order pertains to ASI#33. Please sign and mail back to Petra. A fully executed copy will be faxed to you upon receipt.

Thank you.

Date	Number	Re:	To	Attention	From	Signed
12/27/2007	00577	CO#1 & 2	Architectural Building	Stewart Jensen	Petra Incorporated	Sandy Okronick

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	12/27/2007				CO#1 & 2	

Remarks: Please see the attached Change Orders #1 & #2 for Meridian City Hall. This change order pertains to ASI#33. Please sign and mail back to Petra. A fully executed copy will be faxed to you upon receipt.

Thank you.

Date	Number	Re:	To	Attention	From	Signed
12/27/2007	00578	CO#1	Masonry Tie	Merck Walz	Petra Incorporated	Adam Johnson

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	12/27/2007				Approved Masonry Tie Submittals	

Remarks:

Date	Number	Re:	To	Attention	From	Signed
1/2/2008	00579	DOOR SAMPLE	Architectural Building	Sharon McKen	Petra Incorporated	Adam Johnson

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	1/2/2008	SUB	08-211-03	001	Title: Door Sample for Color and Finish Desc: Door Sample for Color and Finish	NEW

Remarks: Stain does not exactly match, Try one shade darker, per attached sample chip Formica No. 7008-43 'Acajou Mahogany'.



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Project Name: Meridian City Hall

Date: 9/10/2009

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Date	Number	Re:	To	Attention	From	Signed
12/19/2007	00569	Contract for	Sunshine Landscape	Dan Baird	Petra Incorporated	Tom Coughlin

Signature

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	2	12/19/2007				Sets of Original AIA A101/CMA-1992-Modified, for review and signature.	NEW
2	2	12/19/2007				Sets of Original AIA A 201/CMA - 1992 Modified for review.	

Remarks: Please note that both full sets of contracts must be signed and returned to Petra for final processing and approval by the City of Meridian before any work on site may begin. A fully executed original will be returned for your records, once the City Council has ratified the contract.

Date	Number	Re:	To	Attention	From	Signed
12/21/2007	00571	Michelle Phase II	Michelle Walz	Petra Incorporated	Adam Johnson	

Sets

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	3/7/2007				Volume 1-Phase II Technical Specifications	
2	1	3/7/2007				Volume 2- Phase II Bidding and General Conditions	
3	1	3/7/2007				Cold Shell and Core Package Sheets: A0.0,C1.1 ,C1.2, C4.1, C4.2, C4.3, L1.20, A0.0, A0.1 ,A0.2,A.3, A0.4,, A0.5, A2.00, A2.10, A 2.20, A2.30, A2.40, A2.50, A2.60, A3.0, A3.1, A3.2, A3.3, A4.0, A4.1, A4.2, A4.3, A4.4, A4.5, A5.0, A5.1A5.2, A5.3, A5.4, A9.0, A9.1, A9.2, A9.3, S0.01, S1.01, S1.02, S2.11, S2.12, S2.21, S2.2, S2.31, S2.32, S2.41, S2.42, S2.5, S3.1, S5.1, S5.2, S7.1, S7.2, S7.3, S7.4, S7.5, S7.6, P0.0, P0.1, P1.1, P1.1, P2.1, P3.1, M5.0, E1.0S, E1.1S	

Remarks: Michelle,
Here are 2 sets of Shell and Core Drawings for your use.
Thanks,
Adam

Date	Number	Re:	To	Attention	From	Signed
12/27/2007	00572	Door Sample	Christensen	Sigge	Petra Incorporated	Adam Johnson

Submittals

Christensen

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	2	12/27/2007	SUB	08-211-03	001	Title: Door Sample for Color and Finish Desc: Door Sample for Color and Finish	NEW

Remarks:

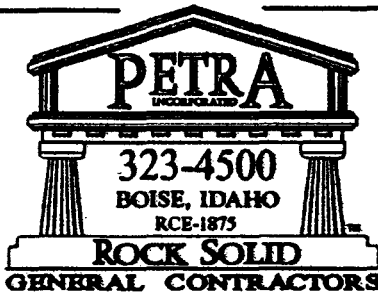
Date	Number	Re:	To	Attention	From	Signed
12/27/2007	00573	COI	Products	Christensen	Petra Incorporated	Adam Johnson

Products

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	12/27/2007				CO#1	

Remarks: Please see the attached Change Order#1 for Meridian City Hall. This change order pertains to ASI#33. Please sign and mail back to Petra. A fully executed copy will be faxed to you upon receipt.

Thank you.



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Project Name: Meridian City Hall

Date: 9/10/2009

Project No: 06-0675

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Date	Number	Re:	To	Attention	From	Signed
12/19/2007	00565	Contracts	Tri State Electric	Dan Smith	Petra Incorporated	Tom Coughlin

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	2	12/19/2007				Set of Original AIA A101/CMA-1992 Modified. For review and signature approval.	NEW
2	2	12/19/2007				Set of Original AIA A201/CMA - 1992 Modified. For Review.	NEW

Remarks: Please note that both full sets of contracts must be signed and returned to Petra for final processing and approval by the City of Meridian before any work on the site may begin. A fully executed original will be returned for your records once the City Council has ratified the contract.

Date	Number	Re:	To	Attention	From	Signed
12/19/2007	00566	Contracts	KB Fabrication & Welding	Kim Ashworth	Petra Incorporated	Tom Coughlin

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	2	12/19/2007				Sets of Original AIA A101/CMA-1992-Modified, for review and signature.	NEW
2	2	12/19/2007				Sets of Original AIA A 201/CMA - 1992 Modified for review.	

Remarks: Please note that both full sets of contracts must be signed and returned to Petra for final processing and approval by the City of Meridian before any work on site may begin. A fully executed original will be returned for your records, once the City Council has ratified the contract.

Date	Number	Re:	To	Attention	From	Signed
12/19/2007	00567	Contracts	Paige Mechanical Group	Bob Paige	Petra Incorporated	Tom Coughlin

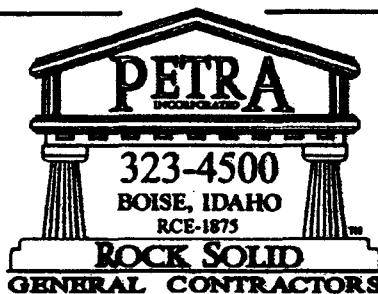
ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	2	12/19/2007				Sets of Original AIA A101/CMA-1992-Modified, for review and signature.	NEW
2	2	12/19/2007				Sets of Original AIA A 201/CMA - 1992 Modified for review.	

Remarks: Please note that both full sets of contracts must be signed and returned to Petra for final processing and approval by the City of Meridian before any work on site may begin. A fully executed original will be returned for your records, once the City Council has ratified the contract.

Date	Number	Re:	To	Attention	From	Signed
12/19/2007	00568	Contracts	Alpine Electric	Dan Smith	Petra Incorporated	Tom Coughlin

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	2	12/19/2007				Sets of Original AIA A101/CMA-1992-Modified, for review and signature.	NEW
2	2	12/19/2007				Sets of Original AIA A 201/CMA - 1992 Modified for review.	

Remarks: Please note that both full sets of contracts must be signed and returned to Petra for final processing and approval by the City of Meridian before any work on site may begin. A fully executed original will be returned for your records, once the City Council has ratified the contract.



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Project Name: Meridian City Hall

Date: 9/10/2009

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Date	Number	Re:	To	Attention	From	Signed
12/17/2007	00561	MCH Phase II-Set 6	Western Roofing	Ted Davis	Petra Incorporated	Adam Johnson

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	3/7/2007				Volume 1-Phase II Technical Specifications	
2	1	3/7/2007				Volume 2- Phase II Bidding and General Conditions	
3	1	3/7/2007				Cold Shell and Core Package Sheets: A0.0,C1.1 ,C1.2, C4.1, C4.2, C4.3, L1.20, A0.0, A0.1 ,A0.2,A.3, A0.4,, A0.5, A2.00, A2.10, A 2.20, A2.30, A2.40, A2.50, A2.60, A3.0, A3.1, A3.2, A3.3, A4.0, A4.1, A4.2, A4.3, A4.4, A4.5, A5.0, A5.1A5.2, A5.3, A5.4, A9.0, A9.1, A9.2, A9.3, S0.01, S1.01, S1.02, S2.11, S2.12, S2.21, S2.2, S2.31, S2.32, S2.41, S2.42, S2.5, S3.1, S5.1, S5.2, S7.1, S7.2, S7.3, S7.4, S7.5, S7.6, P0.0, P0.1, P1.1, P1.1, P2.1, P3.1, M5.0, E1.0S, E1.1S	

Remarks: BID DATE: MARCH 21, 2007.

Deposit Required:

Plan Set: \$250.00 (refundable)

Plan CD: \$50.00 (non-refundable)

Date	Number	Re:	To	Attention	From	Signed
12/18/2007	00586	Submittals	Western Roofing	Ted Davis	Petra Incorporated	Adam Johnson

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
	0	12/18/2007	SUB	07-500-01	003	Title: Roofing Desc: Roofing	MCNR

Remarks:

Date	Number	Re:	To	Attention	From	Signed
12/19/2007	00563	RFI #72	Hobson Electric	Bill Byrny	Petra Incorporated	Adam Johnson

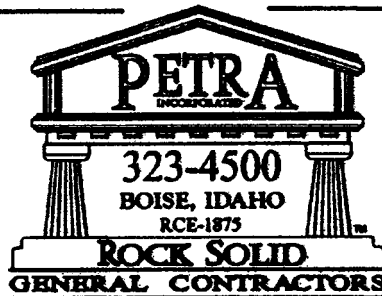
Remarks: Please see attached RFI #72.

Date	Number	Re:	To	Attention	From	Signed
12/18/2007	01502	RFI #71	Tri State Electric	Bill Byrny	Petra Incorporated	Adam Johnson

Contractors

Remarks: Please see attached RFI #71 and Mechanical Response.

CC:
Hobson Fabricating - 343-5446
Tri State Electric - 362-1716



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Project Name: Meridian City Hall

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Date	Number	Re:	To	Attention	From	Signed
12/12/2007	00556	ACHD	City of Meridian	Keith Watts	Petra Incorporated	Gene Bennett

Comments

Remarks: Keith...

Steve Simmons and I will go thru the ACHD comments tomorrow and report back after that review

tx, gb

cc:

Ted Baird - Legal 884.8723

Jon Anderson - Field 888.0334

Steve Simmons - LCA 344.9002

Date	Number	Re:	To	Attention	From	Signed
12/13/2007	00557	HVA	Grilles Color Charts	Steve Christensen	Petra Incorporated	Adam Johnson

Chart

Christensen

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	3	12/13/2007	SUB	15-855-02	001	Title: York Grilles Color Charts Desc: York Grilles Color Charts	NEW

Remarks:

Date	Number	Re:	To	Attention	From	Signed
12/13/2007	00558	Steel Shops	Council Chambers	Steve Christensen	Petra Incorporated	Adam Johnson

Chambers

Christensen

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
0	12/13/2007	SUB	05-521-01	001	Title: Council Chambers Steel Shops Desc: Council Chambers Steel Shops	NEW	

Remarks:

Date	Number	Re:	To	Attention	From	Signed
12/13/2007	00559	Submittal	Veneer Masonry Anchors	Brian Bettencourt	Petra Incorporated	Adam Johnson

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
0	12/13/2007	SUB	04-810-01	001	Title: Veneer Masonry Anchors Desc: Veneer Masonry Anchors	NEW	

Remarks:

Date	Number	Re:	To	Attention	From	Signed
12/13/2007	00570	Fire Alarm	System Drawings	Brian Bettencourt	Petra Incorporated	Adam Johnson

Drawings

Bettencourt

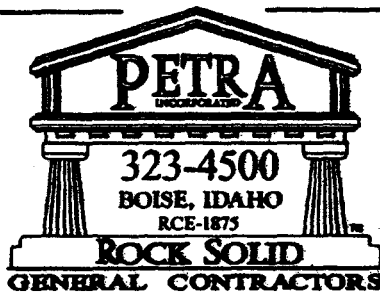
ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	2	12/13/2007	SUB	16-721-02	001	Title: Fire Alarm System Drawings Desc: Fire Alarm System Drawings: Sheets 1-12	MCNR

Remarks:

Date	Number	Re:	To	Attention	From	Signed
12/17/2007	00561	Submittal	Veneer Masonry Anchors	Keith Watts	Petra Incorporated	Adam Johnson

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
0	12/17/2007	SUB	04-810-01	001	Title: Veneer Masonry Anchors Desc: Veneer Masonry Anchors	APP	

Remarks:



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Project Name: Meridian City Hall

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Date	Number	Re:	To	Attention	From	Signed
12/5/2007	00554	Electrical	Tri State Electric	Jay Gooden	Petra Incorporated	Adam Johnson

Submittals

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	3	12/5/2007	SUB	16-120-01	001	Title: Wires and Cables Desc: Wires and Cables	APP
10	3	12/5/2007	SUB	16-721-01	001	Title: Fire Alarm Desc: Fire Alarm	AAN
11	3	12/5/2007	SUB	16-111-01	001	Title: Conduit Desc: Conduit	APP
2	3	12/5/2007	SUB	16-130-01	001	Title: Boxes Desc: Boxes	AAN
3	3	12/5/2007	SUB	16-141-01	001	Title: Wiring Devices Desc: Wiring Devices	APP
4	3	12/5/2007	SUB	16-149-01	001	Title: Low Voltage Switching Desc: Low Voltage Switching	APP
5	3	12/5/2007	SUB	16-425-01	001	Title: Switchboards Desc: Switchboards	AAN
6	3	12/5/2007	SUB	16-465-01	001	Title: Bus Duct Desc: Bus Duct	AAN
7	3	12/5/2007	SUB	16-470-01	001	Title: Panel Boards Desc: Panel Boards	MCN
8	3	12/5/2007	SUB	16-510-01	001	Title: Lighting Fixtures Desc: Lighting Fixtures	AAN
9	3	12/5/2007	SUB	16-622-01	001	Title: Generator Set Desc: Generator Set	AAN

Remarks:

12/7/2007	00555	Security	Cam Ace Security	Johnny	Petra Incorporated	Gene Bennett
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Remarks: Johnny....

Confirming our conversation the PO# for this project is 06-0675

Phone contacts are as follows:
 John Anderson 860.7516
 Scott Trepagnier 941.5950
 Tom Coughlin 919.8583
 Adam Johnson 919.4340
 Gene Bennett 860.7507

cc: Field Office 888.0334



1097 N. ROSARIO STREET • MERIDIAN, ID 83642 • PHONE: (208) 323-4500 • FAX: (208) 323-4507

Project Name: Meridian City Hall

Date: 9/10/2009

Project No: 06-0675

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Date	Number	Re:	To	Attention	From	Signed
12/3/2007	00551	Cabine Shop	Idaho Custom Wood	Dave Battaglia	Petra Incorporated	Adam Johnson

Drawings

Products

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	2	12/3/2007	SUB	06-402-01	001	Title: Interior Architectural Woodwork Desc: Interior Architectural Woodwork	AAN

Remarks:

Date	Number	Re:	To	Attention	From	Signed
12/3/2007	00552	Floor and Roof	LCA Architects PA	Steve Christensen	Petra Incorporated	Adam Johnson

Submittals

Christensen

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	5	11/30/2007	SUB	15-325-09	001	Title: Piping Plans Basement and 1st Floor Desc: Piping Plans Basement and 1st Floor	NEW
2	2	11/30/2007	SUB	15-325-10	001	Title: Hydrolic Calculations Desc: Hydrolic Calculations	NEW
3	6	12/3/2007	SUB	07-500-01	003	Title: Roofing Desc: Roofing	NEW

Remarks:

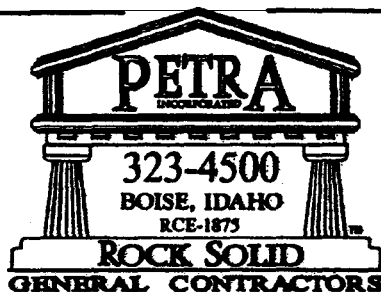
Date	Number	Re:	To	Attention	From	Signed
12/3/2007	00553	Wood Door	LCA Architects PA	Steve Christensen	Petra Incorporated	Adam Johnson

Samples

Christensen

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	3	12/4/2007	SUB	08-211-03	001	Title: Door Sample for Color and Finish Desc: Door Sample for Color and Finish	NEW

Remarks:



1097 N. ROSARIO STREET • MERIDIAN, ID 83642 • PHONE: (208) 323-4500 • FAX: (208) 323-4507

Project Name: Meridian City Hall

Date: 9/10/2009

Project No: 06-0675

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Date	Number	Re:	To	Attention	From	Signed
11/27/2007	00547	MCH ASI No. 52	Hulk Steel	Steve Norquist	Petra Incorporated	Barb Crawford

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	11/27/2007				ASI No. 52	

Remarks: Find attached ASI No. 52

Date	Number	Re:	To	Attention	From	Signed
11/28/2007	00548	Change Order	Seal Co. for Meridian	Keith Wau	Petra Incorporated	Wes Bane

1 Seal Co

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	11/28/2007				Change Order for Seal Co. for Phase III Caulking & Waterproofing.	OPN

Remarks:

Keith:

As previously discussed, Petra Incorporated is requesting a change order to Seal Co. to add the cost of the Phase III Caulking and Waterproofing to their Phase II contract.

This change order is justified by the following:

- 1) No qualified bids were received by bid opening.
- 2) Sealco is already under contract for the Phase II scope of work.
- 3) The bid received after the bid opening from Seal Co is less than the IDPW max of \$25,000 for non-bid awards.
- 4) The bid received is under the line item in the pre-bid budget by ~\$10,000 savings to the City.

If you have any questions, contact me at your convenience.

Date	Number	Re:	To	Attention	From	Signed
11/30/2007	00549	Contract	City of Meridian	Robb Lippert	Petra Incorporated	Wes Bane

Contract

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	11/30/2007				Set of original AIA A101/CMA and A201/CMA fully executed contract documents for your records.	APP

Remarks:

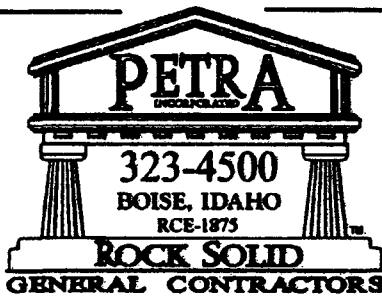
Date	Number	Re:	To	Attention	From	Signed
11/30/2007	00550	RFI #065	Meridian City Hall	Wes Bane	Petra Incorporated	Wes Bane

Contractors

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	11/30/2007				RFI #65 Answer	

Remarks: Find attached RFI # 065

CC:
 American Walkover - 208-887-1129
 Hobson Fabricating Corp. - 343-5446
 Buss Mechanical - 562-0555
 Tri-State Electric - 362-1716
 Simplex-Grinnell - 376-2192



Transmittal Log

1097 N. ROSARIO STREET • MERIDIAN, ID 83642 • PHONE: (208) 323-4500 • FAX: (208) 323-4507

Project Name: Meridian City Hall

Date: 9/10/2009

Project No: 06-0675

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Date	Number	Re:	To	Attention	From	Signed
11/26/2007	00543	Steel Shops #10 Rule Steel	Bill Byerly	Petra Incorporated	Adam Johnson	

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	11/26/2007	SUB	05-500-10	003	Title: EL-Beams and Canopys Resubmit Desc: Sheet No. 195 -EL Beams	NEW
1	1	11/26/2007	SUB	05-500-10	005	Title: EL-Beams and Canopys Resubmit Desc: Sheet No. 197 -EL Canopies	NEW
1	1	11/26/2007	SUB	05-500-10	002	Title: EL-Beams and Canopys Resubmit Desc: Sheet No. 193 -EL Beams	NEW
1	1	11/26/2007	SUB	05-500-10	004	Title: EL-Beams and Canopys Resubmit Desc: Sheet No. 196 -EL Beams	NEW
1	1	11/26/2007	SUB	05-500-10	006	Title: EL-Beams and Canopys Resubmit Desc: Sheet No. 198 -EL Canopies	NEW
1	1	11/26/2007	SUB	05-500-10	001	Title: EL-Beams and Canopys Resubmit Desc: Sheet No. E-8	NEW

Remarks:

11/27/2007	00544	Sidewalks, LLC City of Meridian	Keith Watts	Petra Incorporated	Wes Betts
C.O. 3					

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	11/27/2007				Sidewalks, LLC Change Order 3 for additional work outside of contract documents.	APP

Remarks:

Keith:

Please process and issue the contract formal change order prior to December 20, 2007 to allow the Contractor to bill against this work completed in October and November.

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	11/27/2007				ASI No. 53	

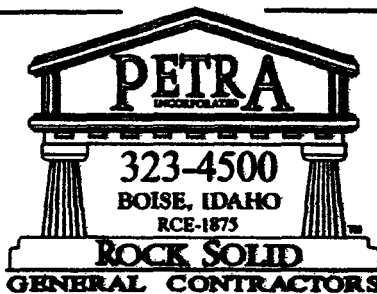
Remarks: Find attached ASI No. 53.

11/27/2007	00545	51R Contractors	Wes Betts	Petra Incorporated	Wes Betts
51R Contractors					

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	11/27/2007				ASI No. 51R	

Remarks: Find attached ASI No. 51R

CC:
American Walkover - 208-887-1129
TMC, Inc. - 208-331-8301



1097 N. ROSARIO STREET • MERIDIAN, ID 83642 • PHONE: (208) 323-4500 • FAX: (208) 323-4507

Project Name: Meridian City Hall

Date: 9/10/2009

Project No: 06-0675

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Date	Number	Re:	To	Attention	From	Signed
11/16/2007	00537	Flooring	Designer Floors	Dick Brown	Petra Incorporated	Adam Johnson

Submittals

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	3	11/16/2007	SUB	09-651-01	001	Title: Resilient Floor Tile Desc: Resilient Floor Tile	APP
2	3	11/16/2007	SUB	09-653-01	001	Title: Rubber Base Desc: Rubber Base	APP
3	3	11/16/2007	SUB	09-680-01	001	Title: Carpet Desc: Carpet	APP
4	3	11/16/2007	SUB	12-484-01	001	Title: Walk Off Mats Desc: Walk Off Mats	APP
5	3	11/16/2007	SUB	09-562-01	001	Title: Sheet Vinyl Desc: Sheet Vinyl	APP

Remarks:

11/19/2007	00539	TTE-Precom	City of Meridian	Kathy Walls	Petra Incorporated	Wes Bell
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P&P Bonds

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	11/8/2007				Payment Bond for TTE-Precom, Bond # 785017P	APP
2	1	11/8/2007				Performance Bond for TTE-Precom, Bond # 785017P	APP

Remarks:

11/20/2007	00540	Copy Pay App	City of Meridian	Kathy Walls	Petra Incorporated	Wes Bell
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- 5-31-07

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	5/31/2007				Copy of previously transmitted Application for Payment 007 from May 31, 2007.	APP

Remarks:

11/20/2007	00541	Plaza	Rock International Inc	Orin Lander	Petra Incorporated	Adam Johnson
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Transmittal

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	11/20/2007				Plaza and Site Improvements Bid Package. Set No. 44.	
1	1	11/20/2007				Phase III Rebid Package: Plans, Volume 8 Rebid Book, Volume 7 Reference Book	

Remarks:

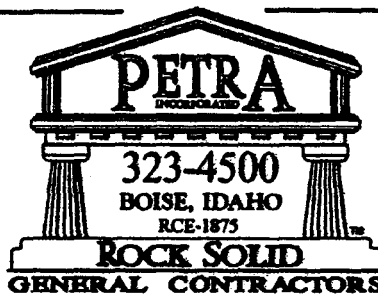
11/26/2007	00542	Wallcover	City of Meridian	Kathy Walls	Petra Incorporated	Wes Bell
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Wallcover CO-1

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	11/26/2007				American Wall Cover, Inc. Phase III Contract Change Order 1 for RFI-43, ASI 32 and ASI 36.	APP

Remarks:

American Wallcover, Inc Change Order 1 for Phase III contract as noted.



Transmittal Log

1097 N. ROSARIO STREET • MERIDIAN, ID 83642 • PHONE: (208) 323-4500 • FAX: (208) 323-4507

Project Name: Meridian City Hall

Date: 9/10/2009

Project No: 06-0675

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Date	Number	Re:	To	Attention	From	Signed
11/15/2007	00538	Revised Steel	ECA Architects, PA	Steve Christensen	Petra Incorporated	Adam Johnson

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	6	11/15/2007	SUB	05-500-10	002	Title: EL-Beams and Canopys Resubmit Desc: Sheet No. 193 -EL Beams	NEW
2	6	11/15/2007	SUB	05-500-10	004	Title: EL-Beams and Canopys Resubmit Desc: Sheet No. 196 -EL Beams	NEW
3	6	11/15/2007	SUB	05-500-10	006	Title: EL-Beams and Canopys Resubmit Desc: Sheet No. 198 -EL Canopies	NEW
4	6	11/15/2007	SUB	05-500-10	003	Title: EL-Beams and Canopys Resubmit Desc: Sheet No. 195 -EL Beams	NEW
5	6	11/15/2007	SUB	05-500-10	005	Title: EL-Beams and Canopys Resubmit Desc: Sheet No. 197 -EL Canopies	NEW
6	6	11/15/2007	SUB	05-500-10	001	Title: EL-Beams and Canopys Resubmit Desc: Sheet No. E-8	NEW

Remarks:

Date	Number	Re:	To	Attention	From	Signed
11/16/2007	00534	HVAC AHU	Hobson Fabricating Co.	Ed Ensher, Jr.	Petra Incorporated	Adam Johnson

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	3	11/16/2007	SUB	15-725-02	001	Title: Modular Indoor Cetral Air Unit Desc: Modular Indoor Cetral Station Air Handling Unit	APP

Remarks:

Date	Number	Re:	To	Attention	From	Signed
11/16/2007	00535	Chillers	Busco Mechanical	John Busco	Petra Incorporated	Adam Johnson

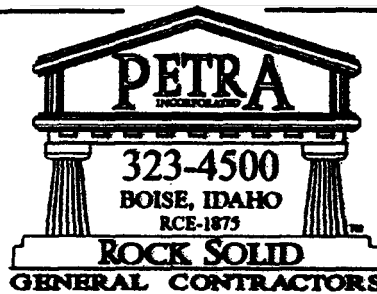
ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	2	11/16/2007	SUB	15-626-01	002	Title: Rotary Screw Water Chillers Desc: Rotary Screw Water Chillers-RS	APP

Remarks:

Date	Number	Re:	To	Attention	From	Signed
11/16/2007	00536	Plumbing	Busco Mechanical	John Busco	Petra Incorporated	Adam Johnson

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	2	11/16/2007	SUB	15-400-02	002	Title: P-1 Water Closet Desc: P-1 Water Closet	APP
2	2	11/16/2007	SUB	15-400-03	002	Title: P-2 Water Closet ADA Desc: P-2 Water Closet ADA	APP
3	2	11/16/2007	SUB	15-400-04	002	Title: P-3 Urinal Desc: P-3 Urinal	APP
4	2	11/16/2007	SUB	15-400-17	001	Title: P-18 Water Cooler Desc: P-18 Water Cooler	APP
5	2	11/16/2007	SUB	15-400-23	001	Title: Hose Bibb Desc: Hose Bibb	APP

Remarks:



1097 N. ROSARIO STREET • MERIDIAN, ID 83642 • PHONE: (208) 323-4500 • FAX: (208) 323-4507

Project Name: Meridian City Hall
Project No: 06-0675

Date: 9/10/2009
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Date	Number	Re:	To	Attention	From	Signed
11/8/2007	00528	Overhead Coiling Doors	Crawford Door Sales of Idaho	Michael J. Beltrami	Petra Incorporated	Adam Johnson

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	3	11/8/2007	SUB	08-334-01	001	Title: Overhead Coiling Grilles Desc: Overhead Coiling Grilles	AAN

Remarks:

Date	Number	Re:	To	Attention	From	Signed
11/8/2007	00531	Flooring	Pac West Interior	Steve Packard	Petra Incorporated	Adam Johnson

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	3	11/8/2007	SUB	10-270-01	001	Title: Access Flooring Desc: Access Flooring	APP
2	3	11/8/2007	SUB	10-270-01	002	Title: Access Flooring Desc: Access Flooring	APP

Remarks:

Date	Number	Re:	To	Attention	From	Signed
11/9/2007	00530	PCO of ASI 38	City of Meridian	Karla Vais	Petra Incorporated	Wes Bell

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	11/9/2007	ASI	38		Change Order No. 2 to ABS for additional card reader locations per Security Package re-bid optional pricing approval.	OPN
2	1	11/9/2007	ASI	38		Proposed Change Order No. 2 for additional card reader locations per Security Package re-bid optional pricing.	OPN
3	1	11/8/2007	ASI	38		ABS supporting documentation for ASI 38 response.	OPN
4	1	10/31/2007	ASI	38		ASI 38 for your reference.	OPN

Remarks:

Date	Number	Re:	To	Attention	From	Signed
11/7/2007	00532	Bond Status	City of Meridian	Karla Vais	Petra Incorporated	Wes Bell

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	10/19/2007				Bond Status Report for ABS, Mailed 11-14-07	APP

Remarks:

For your files.

Date	Number	Re:	To	Attention	From	Signed
11/7/2007	00533	Contract Products	City of Meridian	Karla Vais	Petra Incorporated	Wes Bell

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	11/7/2007				Set of AIA A101 & A201 CMA-1992 Contract, fully executed for your records.	APP

Remarks:



1097 N. ROSARIO STREET • MERIDIAN, ID 83642 • PHONE: (208) 323-4500 • FAX: (208) 323-4507

Project Name: Meridian City Hall

Date: 9/10/2009

Project No: 06-0675

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Date	Number	Re:	To	Attention	From	Signed
11/8/2007	00521	Div 10	SBI Contracting	Bob Gaige	Petra Incorporated	Adam Johnson

Submittals

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	3	11/8/2007	SUB	10-100-01	001	Title: Visual Display Surfaces Desc: Visual Display Surfaces	APP
2	3	11/8/2007	SUB	10-505-01	001	Title: Lockers Desc: Lockers	AAN
3	3	11/8/2007	SUB	10-900-02	001	Title: Knox Box Desc: Knox Box	APP
4	3	11/8/2007	SUB	10-801-01	001	Title: Toilet Room Accesories Desc: Toilet Room Accesories	AAN
5	3	11/8/2007	SUB	10-900-01	001	Title: Television Wall Mounts Desc: Television Wall Mounts	APP

Remarks:

Date	Number	Re:	To	Attention	From	Signed
11/8/2007	00522	Toilet Partitions	LCA Architects PC	Brent Pitts	Petra Incorporated	Adam Johnson

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	5	11/8/2007				10-155-01 Toilet Partitions-Returned	

Remarks:

Brent,
Please keep these submittals untill a color is chosen. It is diffucult to track these as approved if the color is not yet selected. This will be a reminder or should we say motivation to get a color selected.
Thanks,
Adam

Date	Number	Re:	To	Attention	From	Signed
11/8/2007	00523	AC	LCA Architects PC	Brent Pitts	Petra Incorporated	Adam Johnson

HandlerResubmit

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	7	11/8/2007	SUB			Disc: Resubmittal - Modular Indoor Central Station Air Handling Unit.	

Remarks:

Date	Number	Re:	To	Attention	From	Signed
11/8/2007	00524	Roofing	WICKS ROOFING	BOB GAIGE	Petra Incorporated	Adam Johnson

Re-Submittals

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	5	11/8/2007	SUB	07-500-01	002	Title: Roofing Desc: Roofing	MCNR

Remarks:

Please Revise and Resubmit.

Date	Number	Re:	To	Attention	From	Signed
11/8/2007	00525	Wire Mesh	SBI Contracting	Bob Gaige	Petra Incorporated	Adam Johnson

Submittals

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	2	11/8/2007	SUB	10-605-01	001	Title: Wire Mesh Partitons Desc: Wire Mesh Partitons	AAN

Remarks:



1097 N. ROSARIO STREET • MERIDIAN, ID 83642 • PHONE: (208) 323-4500 • FAX: (208) 323-4507

Project Name: Meridian City Hall

Date: 9/10/2009

Project No: 06-0675

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Date	Number	Re:	To	Attention	From	Signed
11/1/2007	00518	RULE STEEL	City of Meridian	Keith Watts	Petra Incorporated	Wes Bennis

Notice

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	11/1/2007				Letter to Rule Steel with Back-up for your review and files.	OPN

Remarks:

Date	Number	Re:	To	Attention	From	Signed
11/5/2007	00519	Cable Tray	City of Meridian	Keith Watts	Petra Incorporated	Adam Johnson

Submittal

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	3	11/5/2007	SUB	16-114-01	001	Title: Cable Tray Desc: Cable Tray	APP
2	3	11/5/2007	SUB	16-125-01	001	Title: Modular floor Systems Desc: Modular floor Systems	AAN

Remarks:

Date	Number	Re:	To	Attention	From	Signed
11/6/2007	00520	ASI 23 TMC	City of Meridian	Keith Watts	Petra Incorporated	Wes Bennis

Masonry

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	11/6/2007				PCO-002 to TMC Masonry for ASI-23	OPN
2	1	11/6/2007				COR-002 to TMC Masonry for ASI-23	OPN
3	1	8/30/2007				ASI-23 for reference.	OPN
4	1	10/29/2007				TMC quote to perform work for ASI 23	OPN

Remarks: The rest of ASI 23 pricing for your review.

Date	Number	Re:	To	Attention	From	Signed
11/6/2007	00521	Plumbing	City of Meridian	Keith Watts	Petra Incorporated	Adam Johnson

Resubmittals

Christensen

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	6	11/6/2007	SUB	15-400-02	002	Title: P-1 Water Closet Desc: P-1 Water Closet	NEW

Remarks:

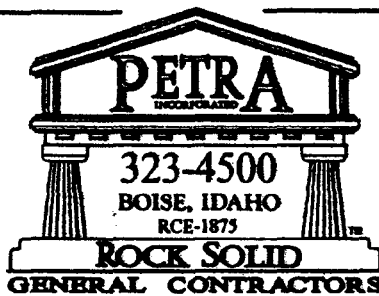
Date	Number	Re:	To	Attention	From	Signed
11/7/2007	00522	CHILLERS	City of Meridian	Keith Watts	Petra Incorporated	Adam Johnson

Re-Submittals

Christensen

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	6	11/7/2007	SUB	15-626-01	002	Title: Rotary Screw Water Chillers Desc: Rotary Screw Water Chillers-RS	NEW

Remarks:



Transmittal Log

1097 N. ROSARIO STREET • MERIDIAN, ID 83642 • PHONE: (208) 323-4500 • FAX: (208) 323-4507

Project Name: Meridian City Hall

Date: 9/10/2009

Project No: 06-0675

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Date	Number	Re:	To	Attention	From	Signed
10/30/2007	00515	Fire Material	Simplex Ginnell LP	Brad	Petra Incorporated	Adam Johnson
Submittal			Bettencourt			

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	2	10/30/2007	SUB	15-061-01	001	Title: Fire Piping Hangars Desc: Fire Piping Hangars	AAN
10	2	10/30/2007	SUB	15-325-07	001	Title: Check Valve Desc: Check Valve	AAN
2	2	10/30/2007	SUB	15-325-02	001	Title: Riser Manifold Desc: Riser Manifold	AAN
3	2	10/30/2007	SUB	15-325-05	001	Title: Groove Fittings Desc: Groove Fittings	AAN
4	2	10/30/2007	SUB	15-328-01	001	Title: Fire Pump Desc: Fire Pump	AAN
5	2	10/30/2007	SUB	15-320-01	001	Title: Fire Bell Desc: Fire Bell	AAN
6	2	10/30/2007	SUB	15-325-01	001	Title: Fire Sprinkler Heads Desc: Fire Sprinkler Heads	AAN
7	2	10/30/2007	SUB	15-325-03	001	Title: Fire Pre-Action Valve Desc: Fire Pre-Action Valve	AAN
8	2	10/30/2007	SUB	15-325-04	001	Title: Fire Backflow Preventor Desc: Fire Backflow Preventor	AAN
9	2	10/30/2007	SUB	15-325-06	001	Title: FDC,Hose Valve, Pump Test Connector Desc: FDC,Hose Valve, Pump Test Connector	AAN

Remarks: Please Review Comments From Engineer.

10/31/2007	00516	Fire Shop	LCA/Architects PA	Steve	Petra Incorporated	Adam Johnson
Drawings			Christensen			

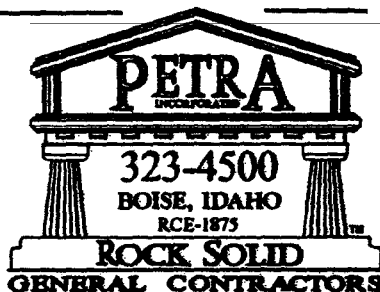
ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	4	10/31/2007	SUB	15-325-08		Title:Basement and 1st Piping Shops, Hydro Calcs.	
1	6	10/31/2007	SUB	15-325-08	001	Title: Basment and 1st Piping Shops Desc: Basment and 1st Piping Shops	NEW

Remarks:

10/31/2007	00517	Invoice	City of Meridian	Chris Van	Petra Incorporated	Adam Johnson
Invoice						

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	2	10/31/2007				Sets of AIA A101/CMA and AIA A201 CMA contract forms from AATRONICS, Inc. for final approval and execution by the City of Meridian. Please return one full set to my attention for final processing to the Contractor.	OPN
2	1	10/31/2007				Application for Payment Package No. 12 for the month of October 2007 for your review and processing.	OPN

Remarks:



1097 N. ROSARIO STREET • MERIDIAN, ID 83642 • PHONE: (208) 323-4500 • FAX: (208) 323-4507

Project Name: Meridian City Hall

Date: 9/10/2009

Project No: 06-0675

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Date	Number	Re:	To	Attention	From	Signed
10/30/2007	00510MCH	ASI No. 35	IT/State Electric	Jay Gooden	Petra Incorporated	Adam Johnson

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	10/30/2007				ASI No. 35	

Remarks: Find attached ASI No. 35 with Plan Sheets A1.0 and A1.1

10/30/2007	00511MCH	ASI No. 35	Hobson Fabricating Corp	Indiansburg, IN	Petra Incorporated	Adam Johnson
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ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	10/30/2007				ASI No. 35	

Remarks: Find attached ASI No. 35 with Plan Sheets A1.0 and A1.1

10/30/2007	00512MCH	Shops	ICA Architects, P.A.	Stacy	Petra Incorporated	Adam Johnson
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ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	8	10/30/2007	SUB	06-402-01	001	Title: Interior Architectural Woodwork Desc: Interior Architectural Woodwork	NEW

Remarks:

10/30/2007	00513OCT	PCO 001-19	City of Meridian	Kenneth Wain	Petra Incorporated	Adam Johnson
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ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	10/30/2007				Rule Steel PCO 001-ASI 7, ASI 8, ASI 18, ASI 19, ASI 23	OPN
2	1	10/30/2007				Rule Steel CO 001 ASI 7, ASI 8, ASI 18, ASI 9, ASI 23	OPN
3	1	8/30/2007				Rule Steel COR 001 for ASI 7 with ASI 7 and supporting sketches.	OPN
4	1	8/30/2007				Rule Steel COR 002 for ASI 8 with ASI 8 and supporting sketches.	OPN
5	1	8/30/2007				Rule Steel COR 003 for ASI 18 with ASI 18 and supporting sketches.	OPN
6	1	8/30/2007				Rule Steel COR 004 for ASI 19 with ASI 19 and supporting sketches.	OPN
7	1	10/16/2007				Rule Steel COR 5 for ASI 23 with ASI 23.	OPN

Remarks:

10/30/2007	00514FLOORING		ICA Architects, P.A.	Stacy	Petra Incorporated	Adam Johnson
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ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	6	10/30/2007	SUB	09-562-01	001	Title: Sheet Vinyl Desc: Sheet Vinyl	NEW
2	6	10/30/2007	SUB	09-653-01	001	Title: Rubber Base Desc: Rubber Base	NEW
3	6	10/30/2007	SUB	09-680-01	001	Title: Carpet Desc: Carpet	NEW
4	6	10/30/2007	SUB	12-484-01	001	Title: Walk Off Mats Desc: Walk Off Mats	NEW
5	6	10/30/2007	SUB	09-651-01		Title: Resilient Floor Tile Desc: Resilient Floor Tile	

Remarks:



1097 N. ROSARIO STREET • MERIDIAN, ID 83642 • PHONE: (208) 323-4500 • FAX: (208) 323-4507

Project Name: Meridian City Hall

Date: 9/10/2009

Project No: 06-0675

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Date	Number	Re:	To	Attention	From	Signed
10/25/2007	00503	OCT PCO #2	City of Meridian	Keith Watts	Petra Incorporated	Wes Bettis

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	10/25/2007				ASI 21 & 26 ABS PCO, CO, COR & Backup	OPN
2	1	10/25/2007				ASI-29 Hobson PCO, CO, COR & Backup	OPN

Remarks:

10/26/2007	00504	Pre-Com	Pre-Com	Barry Williams	Petra Incorporated	Wes Bettis
Executed Contract						

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	10/26/2007				One fully executed original contract with the City of Meridian for the Audio-Visual Scope of Work detailed in Bid Package 21. Package includes AIA document A101/CMA-1992 and AIA document A201/CMA-1992.	APP

Remarks:

10/26/2007	00505	CWB Contract	City of Meridian	Keith Watts	Petra Incorporated	Wes Bettis
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ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	2	10/26/2007				Idaho Custom Wood Products AIA A101/CMA-1992 for final execution by the City of Meridian.	OPN
2	2	10/26/2007				AIA A/201 1992 General Conditions for the A101 Contracts above.	OPN

Remarks:

10/30/2007	00506	MCH-ASI No. 35	City of Meridian	Vic Collins	Petra Incorporated	Adam Johnson
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ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	10/30/2007				ASI No. 35	

Remarks: Find attached ASI No. 35 with Plan Sheets A1.0 and A1.1

10/30/2007	00507	MCH-ASI No. 35	City of Meridian	Donna Smith	Petra Incorporated	Adam Johnson
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ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	10/30/2007				ASI No. 35	

Remarks: Find attached ASI No. 35 with Plan Sheets A1.0 and A1.1

10/30/2007	00508	MCH-ASI No. 35	City of Meridian	Donna Smith	Petra Incorporated	Adam Johnson
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ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	10/30/2007				ASI No. 35	

Remarks: Find attached ASI No. 35 with Plan Sheets A1.0 and A1.1

10/30/2007	00509	MCH-ASI No. 35	City of Meridian	Donna Smith	Petra Incorporated	Adam Johnson
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Steel Erectors

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	10/30/2007				ASI No. 35	

Remarks: Find attached ASI No. 35 with Plan Sheets A1.0 and A1.1



1097 N. ROSARIO STREET • MERIDIAN, ID 83642 • PHONE: (208) 323-4500 • FAX: (208) 323-4507

Project Name: Meridian City Hall

Date: 9/10/2009

Project No: 06-0675

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Date	Number	Re:	To	Attention	From	Signed
10/18/2007	00499	Contract for	Apex Integrated Security	Jackie Green	Petra Incorporated	Gene Bennett

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	2	10/18/2007				Sets of Original AIA A101/CMA-1992-Modified, for review and signature.	NEW
2	2	10/18/2007				Sets of Original AIA A 201/CMA - 1992 Modified for review.	

Remarks: Please note that both full sets of contracts must be signed and returned to Petra for final processing and approval by the City of Meridian before any work on site may begin. A fully executed original will be returned for your records, once the City Council has ratified the contract.

10/22/2007	00500	RFI-0043	City of Meridian	Kelli Watts	Petra Incorporated	Gene Bennett
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ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	10/22/2007				B&B Steel Erectors ~ PCO 1, CO-1, COR-1 for RFI-00043. Curb at 2nd Floor Radius Railing.	OPN
2	1	10/22/2007				Commercial Painting Contractors, Inc. ~ PCO 1, CO-1, COR-1 for RFI-00043.	OPN
3	1	10/22/2007				Idaho Custom Wood Products PCO-1, CO-1, COR-1, COR-2 for RFI 0043 and ASI 33.	OPN
4	1	10/22/2007				Sidewalks, LLC PCO-3, CO-1, COR-02 for RFI-0043	OPN
5	1	10/22/2007				Tri-State Electric PCO-1, CO-1, COR-5 & COR-6 for Temp Lighting, Temp Power, ASI's 25, 36, & 37.	OPN

Remarks:

10/23/2007	00501	Payment & Performance	City of Meridian	Kelli Watts	Petra Incorporated	Gene Bennett
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Bond

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	10/24/2007				Payment & Performance Bond	

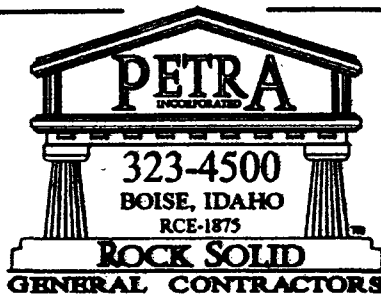
Remarks: Please see the attached bonds from Crawford Door Sales.

10/24/2007	00502	Steel Beams-Canopies	City of Meridian	Kelli Watts	Petra Incorporated	Gene Bennett
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Beams-Canopies

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	2	10/3/2007	SUB	05-500-09	002	Title: EL-Beams and Canopys Desc: Sheet No. 193	NEW
2	2	10/3/2007	SUB	05-500-09	004	Title: EL-Beams and Canopys Desc: Sheet No. 196 -EL Beams	NEW
3	2	10/3/2007	SUB	05-500-09	006	Title: EL-Beams and Canopys Desc: Sheet No. 198 -EL Canopies	NEW
4	2	10/3/2007	SUB	05-500-09	001	Title: EL-Beams and Canopys Desc: EL-Beams and Canopys	NEW
5	2	10/3/2007	SUB	05-500-09	003	Title: EL-Beams and Canopys Desc: Sheet No. 195 -EL Beams	NEW
6	2	10/3/2007	SUB	05-500-09	005	Title: EL-Beams and Canopys Desc: Sheet No. 197 -EL Beams	NEW

Remarks: Please Revise and Resubmit.



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Project Name: Meridian City Hall

Date: 9/10/2009

Project No: 06-0675

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Date	Number	Re:	To	Attention	From	Signed
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10/18/2007	00493	Executed	Buss Mechanical	John Buss	Petra Incorporated	Wes Bettis
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Contract

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	10/18/2007				Set of original AIA A101/CMA and A201/CMA fully executed contract documents for your records.	APP

Remarks:

10/18/2007	00494	Executed	Masonry Center, Inc.	Tim Hendrix	Petra Incorporated	Wes Bettis
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Contract

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	10/18/2007				Set of original AIA A101/CMA and A201/CMA fully executed contract documents for your records.	APP

Remarks:

10/18/2007	00495	Executed	Custom Glas	David Larson	Petra Incorporated	Wes Bettis
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Contract

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	10/18/2007				Set of original AIA A101/CMA and A201/CMA fully executed contract documents for your records.	APP

Remarks:

10/18/2007	00496	Executed	Crawford Door Sales of Idaho	Michael J. Beltrami	Petra Incorporated	Wes Bettis
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Contract

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	10/18/2007				Set of original AIA A101/CMA and A201/CMA fully executed contract documents for your records.	APP

Remarks:

10/18/2007	00497	Executed	Surgeon Corp DBA B&B Steel Erectors	Todd B. Brown	Petra Incorporated	Wes Bettis
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Contract

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	10/18/2007				Set of original AIA A101/CMA and A201/CMA fully executed contract documents for your records.	APP

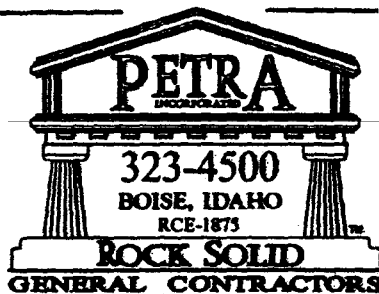
Remarks:

10/18/2007	00498	Contract to	Signature	Debbie Gibson	Petra Incorporated	Wes Bettis
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Signature

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	2	10/18/2007				Sets of Original AIA A101/CMA-1992-Modified, for review and signature.	NEW
2	2	10/18/2007				Sets of Original AIA A 201/CMA - 1992 Modified for review.	

Remarks: Please note that both full sets of contracts must be signed and returned to Petra for final processing and approval by the City of Meridian before any work on site may begin. A fully executed original will be returned for your records, once the City Council has ratified the contract.



1097 N. ROSARIO STREET • MERIDIAN, ID 83642 • PHONE: (208) 323-4500 • FAX: (208) 323-4507

Project Name: Meridian City Hall

Date: 9/10/2009

Project No: 06-0675

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Date	Number	Re:	To	Attention	From	Signed
10/10/2007	00487	Mill Certs	Stapley Engineering	Jan Weller	Petra Incorporated	Adam Johnson

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	10/10/2007				Meridian City Hall- Mill Certs from Rule Steel.	

Remarks: For your files.

Date	Number	Re:	To	Attention	From	Signed
10/10/2007	00488	Mill Certs	Materials Testing & Inspection	Gordon Enlay	Petra Incorporated	Adam Johnson

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	10/10/2007				Meridian City Hall- Mill Certs from Rule Steel.	

Remarks: For your files.

Date	Number	Re:	To	Attention	From	Signed
10/10/2007	00492	Roofing	LC/A Architect	Steve Christensen	Petra Incorporated	Adam Johnson

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	6	10/10/2007	SUB	07-500-01	002	Title: Roofing Desc: Roofing	NEW

Remarks:

Date	Number	Re:	To	Attention	From	Signed
10/12/2007	00489	Plaza & Site Improvement	City of Meridian	Keith Watts	Petra Incorporated	Wes Benis

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	8/3/2007				Draft Bid Package for Phase IV Plaza and Site Improvements.	OPN
2	4	7/27/2007				Draft copies of the Specifications and Project Manual for the Phase IV Plaza and Site Improvements scope of work.	OPN
3	2	7/27/2007				Half-Size sets of the Phase IV Plaza and Site Improvement plans.	OPN
4	2	7/27/2007				Full size sets of the Phase IV Plaza and Site Improvement plans.	OPN

Remarks:

Date	Number	Re:	To	Attention	From	Signed
10/15/2007	00490	Hydronic Pumps	Hydronic Mechanical	Scott Buss	Petra Incorporated	Adam Johnson

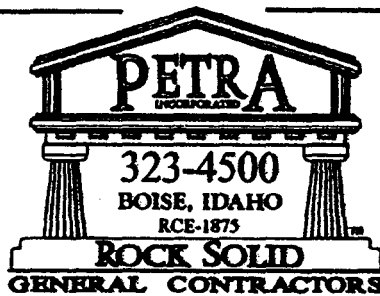
ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	4	10/15/2007	SUB	15-185-01	001	Title: Hydronic Pumps Desc: Hydronic Pumps	AAN

Remarks:

Date	Number	Re:	To	Attention	From	Signed
10/15/2007	00491	Re-Submittal	Commercial Painters Contractors, Inc	Keith Martin	Petra Incorporated	Adam Johnson

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	10/15/2007	SUB	09-900-01	002	Title: Paint Desc: Paint Re-Submittal, BM HC-66 Color. Draw Down.	APP

Remarks:



Transmittal Log

1097 N. ROSARIO STREET • MERIDIAN, ID 83642 • PHONE: (208) 323-4500 • FAX: (208) 323-4507

Project Name: Meridian City Hall

Date: 9/10/2009

Project No: 06-0675

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Date	Number	Re:	To	Attention	From	Signed
10/9/2007	00483	Crawford Door Co.	City of Meridian	Keith Watts	Petra Incorporated	Wes Bettis

Contract

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	2	10/9/2007				Sets AIA A101/CMA-1992 and AIA A201/CMA-1992 signed by Crawford Door Co for final execution by the City of Meridian.	OPN

Remarks: Keith:

Please return one (1) fully executed original of the Crawford Door Co. Contract for our disposal with the Contractor.

Date	Number	Re:	To	Attention	From	Signed
10/10/2007	00484	Coiling Doors	JCA Architects, P.A.	Steve Christensen	Petra Incorporated	Adam Johnson

Christensen

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	7	10/10/2007	SUB	08-334-01	001	Title: Overhead Coiling Grilles Desc: Overhead Coiling Grilles	NEW

Remarks:

Date	Number	Re:	To	Attention	From	Signed
10/10/2007	00485	Fire Submittals	JCA Architects, P.A.	Steve Christensen	Petra Incorporated	Adam Johnson

Christensen

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	6	10/10/2007	SUB	15-061-01	001	Title: Fire Piping Hangars Desc: Fire Piping Hangars	NEW
10	6	10/10/2007	SUB	15-328-01	001	Title: Fire Pump Desc: Fire Pump	NEW
2	6	10/10/2007	SUB	15-320-01	001	Title: Fire Bell Desc: Fire Bell	NEW
3	6	10/10/2007	SUB	15-325-01	001	Title: Fire Sprinkler Heads Desc: Fire Sprinkler Heads	NEW
4	6	10/10/2007	SUB	15-325-02	001	Title: Riser Manifold Desc: Riser Manifold	NEW
5	6	10/10/2007	SUB	15-325-03	001	Title: Fire Pre-Action Valve Desc: Fire Pre-Action Valve	NEW
6	6	10/10/2007	SUB	15-325-04	001	Title: Fire Backflow Preventor Desc: Fire Backflow Preventor	NEW
7	6	10/10/2007	SUB	15-325-05	001	Title: Groove Fittings Desc: Groove Fittings	NEW
8	6	10/10/2007	SUB	15-325-06	001	Title: FDC, Hose Valve, Pump Test Connector Desc: FDC, Hose Valve, Pump Test Connector	NEW
9	6	10/10/2007	SUB	15-325-07	001	Title: Check Valve Desc: Check Valve	NEW

Remarks:

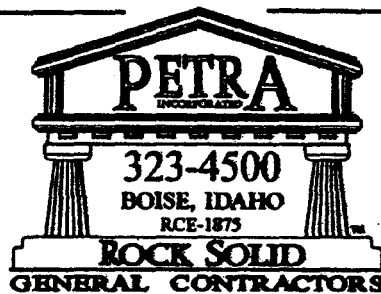
Date	Number	Re:	To	Attention	From	Signed
10/10/2007	00486	Corner Guards	JCA Architects, P.A.	Steve Christensen	Petra Incorporated	Adam Johnson

Submittal

Christensen

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	7	10/10/2007	SUB	10-265-01	001	Title: Corner Guards Desc: Corner Guards	NEW

Remarks:



Transmittal Log

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Project Name: Meridian City Hall

Date: 9/10/2009

Project No: 06-0675

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Date	Number	Re:	To	Attention	From	Signed
10/4/2007	00480	Division 10	LCA Architects, PA	Steve	Petra Incorporated	Adam Johnson
Submittals			Christensen			

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	6	10/4/2007	SUB	10-520-01	001	Title: Fire Extinguisher and Cabinet Desc: Fire Extinguisher and Cabinet	NEW
2	6	10/4/2007	SUB	10-605-01	001	Title: Wire Mesh Partitons Desc: Wire Mesh Partitons	NEW
3	6	10/4/2007	SUB	10-801-01	001	Title: Toilet Room Accesories Desc: Toilet Room Accesories	NEW
4	6	10/4/2007	SUB	10-900-01	001	Title: Television Wall Mounts Desc: Television Wall Mounts	NEW
5	6	10/4/2007	SUB	10-900-02	001	Title: Knox Box Desc: Knox Box	NEW
6	6	10/4/2007	SUB	10-100-01	001	Title: Visual Display Surfaces Desc: Visual Display Surfaces	NEW
7	6	10/4/2007	SUB	10-155-01	001	Title: Toilet Partitions Desc: Toilet Partitions	NEW
8	6	10/4/2007	SUB	10-505-01	001	Title: Lockers Desc: Lockers	NEW

Remarks:

10/8/2007	00481	Contract	City of Meridian	Keith Watts	Petra Incorporated	Wes Bellis
Bonds						

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	2	10/4/2007				Sets of AIA A101/CMa & A201/CMa - 1992 signed by Suncrest Corporation dba B&B Steel Erectors, Inc. for final execution by the City of Meridian.	OPN
2	1	9/28/2007				Payment & Performance Bonds for American Walkover, Inc., Bid Package 2 - Carpentry, Bond No. 2220457.	APP
3	1	9/28/2007				Payment & Performance Bonds for American Walkover, Inc., Bid Package 8- Interior Drywall Systems, Fireproofing, Acoustical Ceiling Tile. Bond No. 220458	APP

Remarks: Keith:

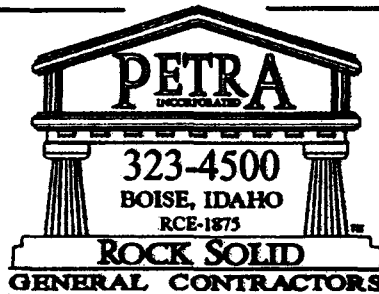
Please have the contracts signed and return one fully executed original to my attention.

The Bonds are the originals for your files.

10/9/2007	00482	Aerial Photos	City of Meridian	Keith Watts	Petra Incorporated	Wes Bellis
CD						

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	9/25/2007				Aerial Photos from September 25, 2007	APP

Remarks:



1097 N. ROSARIO STREET • MERIDIAN, ID 83642 • PHONE: (208) 323-4500 • FAX: (208) 323-4507

Project Name: Meridian City Hall

Date: 9/10/2009

Project No: 06-0675

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Date	Number	Re:	To	Attention	From	Signed
10/3/2007	00477	Steel E.L.	JCA Architects, PA	Steve	Petra Incorporated	Adam Johnson

Beams-Canopies

Christensen

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	2	10/3/2007	SUB	05-500-09	002	Title: EL-Beams and Canopys Desc: Sheet No. 193	NEW
2	2	10/3/2007	SUB	05-500-09	004	Title: EL-Beams and Canopys Desc: Sheet No. 196 -EL Beams	NEW
3	2	10/3/2007	SUB	05-500-09	006	Title: EL-Beams and Canopys Desc: Sheet No. 198 -EL Canopies	NEW
4	2	10/3/2007	SUB	05-500-09	001	Title: EL-Beams and Canopys Desc: EL-Beams and Canopys	NEW
5	2	10/3/2007	SUB	05-500-09	003	Title: EL-Beams and Canopys Desc: Sheet No. 195 -EL Beams	NEW
6	2	10/3/2007	SUB	05-500-09	005	Title: EL-Beams and Canopys Desc: Sheet No. 197 -EL Beams	NEW

Remarks:

Date	Number	Re:	To	Attention	From	Signed
10/3/2007	00478	Fire Alarm	JCA Architects, PA	Steve Simmons	Petra Incorporated	Adam Johnson

Drawings

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	2	10/3/2007	SUB	16-721-02	001	Title: Fire Alarm System Drawings Desc: Fire Alarm System Drawings	NEW

Remarks:

Date	Number	Re:	To	Attention	From	Signed
10/3/2007	00479	Access Flooring	JCA Architects, PA	Steve	Petra Incorporated	Adam Johnson

Christensen

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	2	10/3/2007	SUB	10-270-01	001	Title: Access Flooring Desc: Access Flooring	NEW
2	1	10/3/2007	SUB	10-270-01	002	Title: Access Flooring Desc: Access Flooring-Color Selections	NEW

Remarks:



1097 N. ROSARIO STREET • MERIDIAN, ID 83642 • PHONE: (208) 323-4500 • FAX: (208) 323-4507

Project Name: Meridian City Hall

Date: 9/10/2009

Project No: 06-0675

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Date	Number	Re:	To	Attention	From	Signed
10/1/2007	00474	Chiller and Roof	LCA Architects, P/A	Steve	Petra Incorporated	Adam Johnson
Framing			Christensen			

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	10/1/2007	SUB	05-500-08	001	Title: Sunscreens and Chiller Frame Shops Desc: Sunscreens and Chiller Frame Shops	AAN
2	1	10/1/2007	SUB	05-500-07	001	Title: Revised 1st,2nd,3rd,4th, Framing Desc: Revised 1st,2nd,3rd,4th, Framing	APP

Remarks:

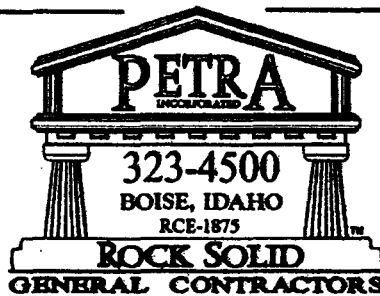
10/2/2007 00475 Beam Cambers - Hull Steel							Steve Norquist	Petra Incorporated	Adam Johnson
ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS		
1	1	10/2/2007				Beam Camber-Log			

Remarks:

10/3/2007	00476	Electrical	LCA Architects, P/A	Steve Simmons	Petra Incorporated	Adam Johnson
Submittals						

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	8	10/3/2007	SUB	16-111-01	001	Title: Conduit Desc: Conduit	NEW
10	8	10/3/2007	SUB	16-470-01	001	Title: Panel Boards Desc: Panel Boards	NEW
11	8	10/3/2007	SUB	16-510-01	001	Title: Lighting Fixtures Desc: Lighting Fixtures	NEW
12	8	10/3/2007	SUB	16-622-01	001	Title: Generator Set Desc: Generator Set	NEW
13	8	10/3/2007	SUB	16-721-01	001	Title: Fire Alarm Desc: Fire Alarm	NEW
2	8	10/3/2007	SUB	16-114-01	001	Title: Cable Tray Desc: Cable Tray	NEW
3	8	10/3/2007	SUB	16-120-01	001	Title: Wires and Cables Desc: Wires and Cables	NEW
4	8	10/3/2007	SUB	16-125-01	001	Title: Modular floor Systems Desc: Modular floor Systems	NEW
5	8	10/3/2007	SUB	16-130-01	001	Title: Boxes Desc: Boxes	NEW
6	8	10/3/2007	SUB	16-141-01	001	Title: Wiring Devices Desc: Wiring Devices	NEW
7	8	10/3/2007	SUB	16-149-01	001	Title: Low Voltage Switching Desc: Low Voltage Switching	NEW
8	8	10/3/2007	SUB	16-425-01	001	Title: Switchboards Desc: Switchboards	NEW
9	8	10/3/2007	SUB	16-465-01	001	Title: Bus Duct Desc: Bus Duct	NEW

Remarks:



1097 N. ROSARIO STREET • MERIDIAN, ID 83642 • PHONE: (208) 323-4500 • FAX: (208) 323-4507

Project Name: Meridian City Hall

Date: 9/10/2009

Project No: 06-0675

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Date	Number	Re:	To	Attention	From	Signed
9/27/2007	00469	Operable Wall	Masonry Center, Inc.	Tim Hendrix	Petra Incorporated	Adam Johnson

Submittal

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	2	9/27/2007	SUB	10-651-01	001	Dwg: Operable Partition Title: Operable Panel Partitions Desc: Operable Panel Partitions	AAN

Remarks:

9/28/2007	00470	Risk	City of Meridian	Keith Watts	Petra Incorporated	Wes Bell
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Assessment Update

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	9/27/2007				MTI Investigation and RE-1 Risk Assessment-Resubmittal, on CD	OPN

Remarks: Keith:

Enclosed is the MTI Re-submittal of the Investigation and RE-1 Risk Assessment in response to IDEQ letter of 09-24-07 from Eric Traynor.

9/28/2007	00471	Payment	City of Meridian	Keith Watts	Petra Incorporated	Wes Bell
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Application 11

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	9/28/2007				Application and Certificate for Payment No. 11 for the month of September.	

Remarks:

9/28/2007	00472	Schindler	City of Meridian	Keith Watts	Petra Incorporated	Wes Bell
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Change Order

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	9/21/2007				Schindler Elevator Corp -- Change Order No. 1 Wet Signature.	APP

Remarks: Keith:

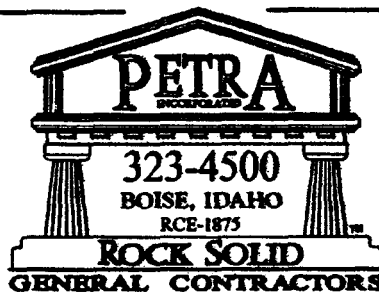
Enclosed is the Change Order No. 1 for Schindler Elevator Corp with their wet signature on it for your files as requested.

10/02/2007	00473	Framing	City of Meridian	Bill Evans	Petra Incorporated	Adam Johnson
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Framing

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	10/1/2007	SUB	05-500-08	001	Title: Sunscreens and Chiller Frame Shops Desc: Sunscreens and Chiller Frame Shops	AAN
2	1	10/1/2007	SUB	05-500-07	001	Title: Revised 1st,2nd,3rd,4th, Framing Desc: Revised 1st,2nd,3rd,4th, Framing	APP

Remarks:



1097 N. ROSARIO STREET • MERIDIAN, ID 83642 • PHONE: (208) 323-4500 • FAX: (208) 323-4507

Project Name: Meridian City Hall

Date: 9/10/2009

Project No: 06-0675

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Date	Number	Re:	To	Attention	From	Signed	
ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
32	2	9/26/2007	SUB	15-400-15	001	Title: P-16 Thermostatic Mixing Valve Desc: P-16 Thermostatic Mixing Valve	APP
33	2	9/26/2007	SUB	15-400-16	001	Title: P-17 Water Heater (2) Desc: P-17 Water Heater (2)	AAN
34	2	9/26/2007	SUB	15-400-17	001	Title: P-18 Water Cooler Desc: P-18 Water Cooler	AAN
35	2	9/26/2007	SUB	15-400-18	001	Title: P-19 Eyewash Desc: P-19 Eyewash	AAN
36	2	9/26/2007	SUB	15-400-21	001	Title: RD - Roof Drain Desc: RD - Roof Drain	AAN
37	2	9/26/2007	SUB	15-400-19	001	Title: P-20 Breakroom Sink Desc: P-20 Breakroom Sink	AAN
38	2	9/26/2007	SUB	15-400-20	001	Title: DC - Downspout Covers Desc: DC - Downspout Covers	APP
39	2	9/26/2007	SUB	15-400-22	001	Title: OFD - Overflow Drain Desc: OFD - Overflow Drain	AAN
4	2	9/26/2007	SUB	15-185-02	001	Title: Hydronic Pumps 1,2,3,4,5 Desc: Hydronic Pumps 1,2,3,4,5	APP
40	2	9/26/2007	SUB	15-513-01	001	Title: Condensing Boilers Desc: Condensing Boilers	AAN
41	2	9/26/2007	SUB	15-626-01	001	Title: Rotary Screw Water Chillers Desc: Rotary Screw Water Chillers	REJ
42	2	9/26/2007	SUB	15900-04	001	Title: Circuit Sensors Desc: Circuit Sensors	NEW
5	2	9/26/2007	SUB	15-185-03	001	Title: Suction Diffuser Desc: Suction Diffuser	APP
6	2	9/26/2007	SUB	15-185-04	001	Title: Pressurized Expansion Tanks Desc: Pressurized Expansion Tanks	APP
7	2	9/26/2007	SUB	15-185-05	001	Title: Air Separator Desc: Air Separator	APP
8	2	9/26/2007	SUB	15-185-06	001	Title: Air Vent Desc: Air Vent	APP
9	2	9/26/2007	SUB	15-185-07	001	Title: Flexible Connectors Desc: Flexible Connectors	APP

Remarks:

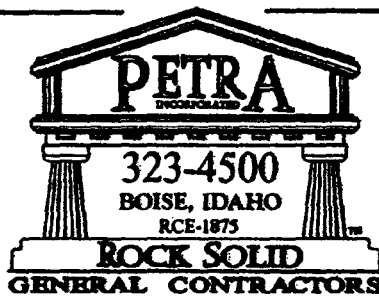
9/22/09 09:16:12 AM NEW ID#1616337 SGC PETRA INCORPORATED Adam Johnson

Re-Submittals

Christensen

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	3	9/27/2007	SUB	09-900-01	002	Title: Paint Desc: Paint Re-Submittal, BM HC-66 Color. Draw Down.	NEW

Remarks:



Transmittal Log

1097 N. ROSARIO STREET • MERIDIAN, ID 83642 • PHONE: (208) 323-4500 • FAX: (208) 323-4507

Project Name: Meridian City Hall

Date: 9/10/2009

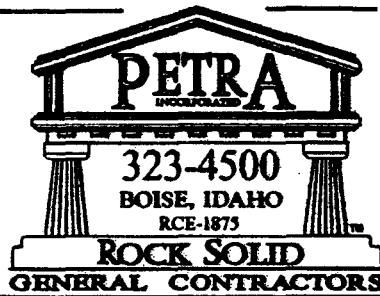
Project No: 06-0675

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Date	Number	Re:	To	Attention	From	Signed
9/26/2007	00466	Reviewed	Buss	Mechanical	John Buss	Petra Incorporated

Submittals

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	2	9/26/2007	SUB	15-082-01	001	Title: Pipe Insulation Desc: Pipe Insulation	APP
10	2	9/26/2007	SUB	15-185-08	001	Title: Thermometers Desc: Thermometers	APP
11	2	9/26/2007	SUB	15-185-12	001	Title: Circuit Setters Desc: Circuit Setters	APP
12	2	9/26/2007	SUB	15-185-13	001	Title: Read Out Kit Desc: Read Out Kit	NEW
13	2	9/26/2007	SUB	15-185-14	001	Title: Safety Relief Valves Desc: Safety Relief Valves	APP
14	2	9/26/2007	SUB	15-185-15	001	Title: Reducing Valves Desc: Reducing Valves	APP
15	2	9/26/2007	SUB	15-185-16	001	Title: Reduced Pressure Backflow Preventer Desc: Reduced Pressure Backflow Preventer	NEW
16	2	9/26/2007	SUB	15-185-17	001	Title: Chem By-Pass Feeder Desc: Chem By-Pass Feeder	APP
17	2	9/26/2007	SUB	15-185-18	001	Title: Test Plugs Desc: Test Plugs	APP
18	2	9/26/2007	SUB	15-185-19	001	Title: Chemical Feeder Package Desc: Chemical Feeder Package	APP
19	2	9/26/2007	SUB	15-400-02	001	Title: P-1 Water Closet Desc: P-1 Water Closet	MCNR
2	2	9/26/2007	SUB	15-082-01	002	Title: Pipe Insulation Desc: Insulation Mastic	NEW
20	2	9/26/2007	SUB	15-400-03	001	Title: P-2 Water Closet ADA Desc: P-2 Water Closet ADA	MCNR
21	2	9/26/2007	SUB	15-400-06	001	Title: P-5 Lavatory (ADA) (2) Desc: P-5 Lavatory (ADA) (2)	AAN
22	2	9/26/2007	SUB	15-400-04	001	Title: P-3 Urinal Desc: P-3 Urinal	MCNR
23	2	9/26/2007	SUB	15-400-05	001	Title: P-4 Lavatory (ADA) (1) Desc: P-4 Lavatory (ADA) (1)	AAN
24	2	9/26/2007	SUB	15-400-07	001	Title: P-6 Floor Drain Desc: P-6 Floor Drain	AAN
25	2	9/26/2007	SUB	15-400-08	001	Title: P-7 Shower Stall ADA Desc: P-7 Shower Stall	AAN
26	2	9/26/2007	SUB	15-400-09	001	Title: P-8 Shower Stall Desc: P-8 Shower Stall	AAN
27	2	9/26/2007	SUB	15-400-10	001	Title: P-9 Janitor Sink Desc: P-9 Janitor Sink	APP
28	2	9/26/2007	SUB	15-400-11	001	Title: P-10 Floor Sink Desc: P-10 Floor Sink	AAN
29	2	9/26/2007	SUB	15-400-12	001	Title: P-11 Sink Desc: P-11 Sink	AAN
3	2	9/26/2007	SUB	15-082-01	003	Title: Pipe Insulation Desc: Insulation Aluminum Jacket	NEW
30	2	9/26/2007	SUB	15-400-13	001	Title: P-12 Floor Sink (2) Desc: P-12 Floor Sink (2)	AAN
31	2	9/26/2007	SUB	15-400-14	001	Title: P-15 Water Heater Desc: P-15 Water Heater	NEW



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Project Name: Meridian City Hall

Date: 9/10/2009

Project No: 06-0675

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Date	Number	Re:	To	Attention	From	Signed
9/25/2007	00464	App: HVAC	Hobson Fabricating Corp	Teresa Hobson	Petra Incorporated	Adam Johnson

Submittals

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	4	9/25/2007	SUB	15-075-01	001	Title: Mechanical Identification Desc: Mechanical Identification	APP
10	4	9/25/2007	SUB	15-855-01	001	Title: Diffusers, Registers, Grilles Desc: Diffusers, Registers, Grilles	AAN
11	4	9/25/2007	SUB	15-950-01	001	Title: Test and Ballance Qualification Desc: Test and Ballance Qualification	APP
2	4	9/25/2007	SUB	15-083-01	001	Title: Mechanical Insulation Desc: Mechanical Insulation	NEW
3	4	9/25/2007	SUB	15-725-01	001	Title: Modular Indoor Cetral Air Unit Desc: Modular Indoor Cetral Station Air Handling Unit	APP
4	4	9/25/2007	SUB	15-734-01	001	Title: Computer Room Air Conditioning Unit Desc: Computer Room Air Conditioning Unit	AAN
5	4	9/25/2007	SUB	15-738-01	001	Title: Split System Air Conditioning Units Desc: Split System Air Conditioning Units	AAN
6	4	9/25/2007	SUB	15-762-01	001	Title: Unit Heaters Desc: Unit Heaters	AAN
7	4	9/25/2007	SUB	15-765-01	001	Title: Access Floor Terminal Units Desc: Access Floor Terminal Units	APP
8	4	9/25/2007	SUB	15-815-01	001	Title: Metal Duct Desc: Metal Duct	APP
9	4	9/25/2007	SUB	15-838-01	001	Title: Power Venilator Desc: Power Venilator	AAN

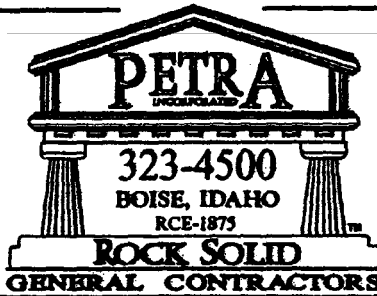
Remarks:

Date	Number	Re:	To	Attention	From	Signed
9/25/2007	00465	controls	Hobson Fabricating Corp	Teresa Hobson	Petra Incorporated	Adam Johnson

Submittals

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	4	9/25/2007	SUB	15900-02	001	Title: Field Device Data Desc: Field Device Data	AAN
2	4	9/25/2007	SUB	15900-01	001	Title: Controler and Panel Device Data Desc: Controler and Panel Device Data	AAN
3	4	9/25/2007	SUB	15900-03	001	Title: Control Valve Schedule Data Desc: Control Valve Schedule Data	APP

Remarks:



1097 N. ROSARIO STREET • MERIDIAN, ID 83642 • PHONE: (208) 323-4500 • FAX: (208) 323-4507

Project Name: Meridian City Hall

Date: 9/10/2009

Project No: 06-0675

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Date	Number	Re:	To	Attention	From	Signed
9/21/2007	00460	ASI 24	Simplex Grinnell	Roger Adams	Petra Incorporated	Wes Bettis

0003

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	9/6/2007				ASI 24 Package	OPN
10	1	3/21/2007				Plan C4.3 Standards Drawings	OPN
2	1	7/17/2007				Plan C1.0 Meridian City Hall Notes	OPN
3	1	5/17/2007				Plan C1.1 Grading & Drainage Plan	OPN
4	1	5/17/2007				Plan C2.1 Utilities Plan	OPN
5	1	3/21/2007				Plan C3.1 Details	OPN
6	1	5/17/2007				Plan C3.2 Details	OPN
7	1	7/17/2007				Plan C3.3 Details	OPN
8	1	3/21/2007				Plan C4.1 Standards Drawings	OPN
9	1	3/21/2007				Plan C4.2 Standards Drawings	OPN

Remarks:

Roger:

For your use in providing COR 0003/ASI 24.

Date	Number	Re:	To	Attention	From	Signed
9/25/2007	00482	Contracts for	Signature Steel	Signature Steel	Petra Incorporated	Wes Bettis

Signature

Steel

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	2					AIA A101/CMA-1992 Contract form for new Meridian City Hall Bid Package No. 1	OPN
2	2					AIA A201/CMA-1992 Contract form to accompany for A101 above General Conditions.	OPN

Remarks:

Todd:

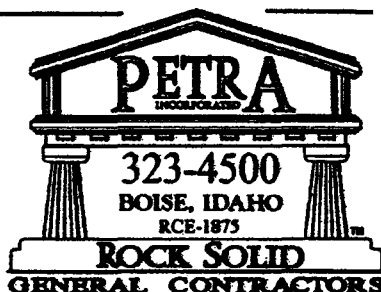
Please return both sets of contracts after signing the A101 form. Petra will then submit to the City for final execution of the contract documents. A fully executed original will be returned to you for your files.

Date	Number	Re:	To	Attention	From	Signed
9/25/2007	00486	Submittals	Submittals	Submittals	Petra Incorporated	Adam Johnson

Submittals

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	4	9/25/2007	SUB	15-820-01	001	Title: Duct Accessories Desc: Duct Accessories	APP

Remarks:



1097 N. ROSARIO STREET • MERIDIAN, ID 83642 • PHONE: (208) 323-4500 • FAX: (208) 323-4507

Project Name: Meridian City Hall

Date: 9/10/2009

Project No: 06-0675

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Date	Number	Re:	To	Attention	From	Signed
9/21/2007	00457	Schumacher & Co., Inc.	City of Meridian	Keith Wallis	Petra Incorporated	Wes Bette

Company

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	7/17/2007				Set of AIA A101/CMA-1992 & A201/CMA-1992 contract documents for Schumacher & Co., Inc., fully executed.	APP

Remarks:

Date	Number	Re:	To	Attention	From	Signed
9/21/2007	00458	Simplex-Grinnell	City of Meridian	Keith Wallis	Petra Incorporated	Wes Bette

Bonds

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	7/24/2007				AIA Document A312 Payment and Performance Bonds for Simplex-Grinnell, LP, fire Suppression Systems, Bond No. 82137840.	APP

Remarks:

Date	Number	Re:	To	Attention	From	Signed
9/21/2007	00459	ASI 24 - COR	City of Meridian	Keith Wallis	Petra Incorporated	Wes Bette

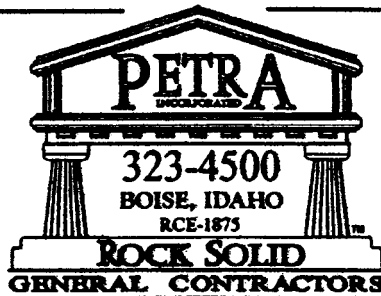
0003

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	9/6/2007				ASI 24 Package	OPN
10	1	3/21/2007				Plan C4.3 Standards Drawings	OPN
2	1	7/17/2007				Plan C1.0 Meridian City Hall Notes	OPN
3	1	5/17/2007				Plan C1.1 Grading & Drainage Plan	OPN
4	1	5/17/2007				Plan C2.1 Utilities Plan	OPN
5	1	3/21/2007				Plan C3.1 Details	OPN
6	1	5/17/2007				Plan C3.2 Details	OPN
7	1	7/17/2007				Plan C3.3 Details	OPN
8	1	3/21/2007				Plan C4.1 Standards Drawings	OPN
9	1	3/21/2007				Plan C4.2 Standards Drawings	OPN

Remarks:

Tyler:

For your use in providing COR 0003/ASI 24.



Transmittal Log

1097 N. ROSARIO STREET • MERIDIAN, ID 83642 • PHONE: (208) 323-4500 • FAX: (208) 323-4507

Project Name: Meridian City Hall

Date: 9/10/2009

Project No: 06-0675

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Date	Number	Re:	To	Attention	From	Signed
9/14/2007	00452	Operable	LCA Architects, P.A.	Steve	Petra Incorporated	Adam Johnson
			Partition Submi	Christensen		

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	2	9/14/2007	SUB	10-651-01		Modernfold Color Selector	
1	2	9/14/2007	SUB	10-651-01		Modernfold Vinyl Selector	
1	7	9/14/2007	SUB	10-651-01	001	Title: Operable Panel Partitions Desc: Operable Panel Partitions	NEW

Remarks:

Date	Number	Re:	To	Attention	From	Signed
9/14/2007	00453	Hydronic Pumps	LCA Architects, P.A.	Steve	Petra Incorporated	Adam Johnson
				Christensen		

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	8	9/14/2007	SUB	15-185-01	001	Title: Hydronic Pumps Desc: Hydronic Pumps	NEW

Remarks:

Date	Number	Re:	To	Attention	From	Signed
9/17/2007	00454	MJ's Backhoe	City of Meridian	Keith Watts	Petra Incorporated	Wes Babin
			COR 2			

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	9/17/2007				COR-0002 MJ's Backhoe and Excavation for removal of unsuitable soils in the parking lot area at South side of the property and filling with select structural fill (pit run) to accommodate parking lot loads, per Terracon, Inc.	OPN

Remarks:

Date	Number	Re:	To	Attention	From	Signed
9/18/2007	00455	Contract	City of Meridian	Keith Watts	Petra Incorporated	Wes Babin
			Contract			

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	2	9/18/2007				Sets of AIA Documents A101/CMA - 1992 and A201/CMA - 1992. For Bid Package 21-Telecommunications.	OPN

Remarks:

Date	Number	Re:	To	Attention	From	Signed
9/19/2007	00456	Tri-State Elect	City of Meridian	Keith Watts	Petra Incorporated	Wes Babin
			Tri-State Elect			

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	9/19/2007				Change Order Request Package for ASI 25 to Tri State Electric. 200% Neutral Bus Duct v. 100% Bus Duct.	OPN

Remarks:



1097 N. ROSARIO STREET • MERIDIAN, ID 83642 • PHONE: (208) 323-4500 • FAX: (208) 323-4507

Project Name: Meridian City Hall

Date: 9/10/2009

Project No: 06-0675

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Date	Number	Re:	To	Attention	From	Signed
9/14/2007	00446	COR No.1 CM FEE	City of Meridian	Ted Baird	Petra Incorporated	Wes Bette

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	9/12/2007				COR No.1 for CM FEE on Contaminated Soil Removal with supporting documentation.	OPN

Remarks: Ted:

Originals have been delivered to Keith Watts and Will Berg as well.

Date	Number	Re:	To	Attention	From	Signed
9/14/2007	00447	Paint	Commercial Painting Contractors, Inc	Keith Martin	Petra Incorporated	Adam Johnson

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	9/14/2007	SUB	09-900-01	001	Title: Paint Desc: Paint Submittal Package-Data Sheets and M.S.D.S.	REJ

Remarks: See attached color sample, correct and resubmit red color, color sample included.

Date	Number	Re:	To	Attention	From	Signed
9/14/2007	00448	Hardener/Sealer	Sideralko LLC	Donnie Smith	Petra Incorporated	Adam Johnson

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	3	9/14/2007				Hardener and Sealer Submittal	

Remarks:

Date	Number	Re:	To	Attention	From	Signed
9/14/2007	00449	Insulation	American Walk-over	Randy Riche	Petra Incorporated	Adam Johnson

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	5	9/14/2007	SUB	07-210-02	001	Title: Foil Faced Fiberboard Insulation Desc: Foil Faced Fiberboard Insulation	APP

Remarks:

Date	Number	Re:	To	Attention	From	Signed
9/14/2007	00450	Submittal	Silicate Walk-off	Donnie Smith	Petra Incorporated	Adam Johnson

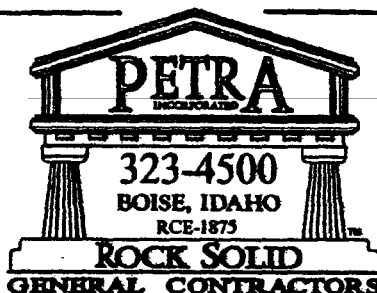
ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
	0	9/14/2007	SUB	03300-06	001	Title: Silicate Hardener and Sealer Desc: Silicate Hardener and Sealer	NEW

Remarks:

Date	Number	Re:	To	Attention	From	Signed
9/14/2007	00451	Glazing	Glazing Shop	Glazing Shop	Petra Incorporated	Adam Johnson

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	5	9/14/2007	SUB	08-800-02	001	Title: Glazing Shop Drawings Desc: Glazing Shop Drawings	AAN

Remarks:



1097 N. ROSARIO STREET • MERIDIAN, ID 83642 • PHONE: (208) 323-4500 • FAX: (208) 323-4507

Project Name: Meridian City Hall

Date: 9/10/2009

Project No: 06-0675

Page: 154 of 271

Date	Number	Re:	To	Attention	From	Signed
9/13/2007	00440	Executed Contract	Commercial Painting Contractors, Inc	Keith Martin	Petra Incorporated	Wes Bettis

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	9/4/2007				Set of original AIA A101/CMA and A201/CMA fully executed contract documents for your records.	APP

Remarks:

Date	Number	Re:	To	Attention	From	Signed
9/13/2007	00441	Painting Contract	City of Meridian	Keith Watts	Petra Incorporated	Wes Bettis

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	9/4/2007				Set of fully executed contract with Commercial Painting for your records.	APP

Remarks:

Keith:

You sent me back with both Painting Contracts, so I am returning one for your files. ww

Date	Number	Re:	To	Attention	From	Signed
9/14/2007	00442	COR Rule Steel	City of Meridian	Keith Watts	Petra Incorporated	Wes Bettis

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	9/14/2007				Change Order Request no. 0001 for Rule Steel Tanks, Inc with backup for ASI's 7, 8, 18 & 19.	

Remarks:

Date	Number	Re:	To	Attention	From	Signed
9/14/2007	00443	Bonds	City of Meridian	Keith Watts	Petra Incorporated	Wes Bettis

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	8/23/2007				AIA A312 Payment & Performance Bonds No. 104986512 ~ Pac-West Interiors, Inc. Access Floors	OPN

Remarks:

Date	Number	Re:	To	Attention	From	Signed
9/12/2007	00444	COR FEE	City of Meridian	Keith Watts	Petra Incorporated	Wes Bettis

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	9/12/2007				COR No.1 for CM FEE on Contaminated Soil Removal with supporting documentation.	OPN

Remarks:

Keith:

Originals have been transmitted to Will Berg and Ted Baird for review as well.

Date	Number	Re:	To	Attention	From	Signed
9/12/2007	00445	COR FEE	City of Meridian	Will Berg	Petra Incorporated	Wes Bettis

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	9/12/2007				COR No.1 for CM FEE on Contaminated Soil Removal with supporting documentation.	OPN

Remarks:

Will:

Originals have been transmitted to Keith Watts and Ted Baird for review as well.



1097 N. ROSARIO STREET • MERIDIAN, ID 83642 • PHONE: (208) 323-4500 • FAX: (208) 323-4507

Project Name: Meridian City Hall

Date: 9/10/2009

Project No: 06-0675

Page: 153 of 271

Date	Number	Re:	To	Attention	From	Signed
9/13/2007	00435	Contract to	PreCom	John Williamson	Petra Incorporated	Wes Bettis

Execution

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	2	9/12/2007				Sets of Original AIA A101/CMA-1992-Modified, for review and signature.	OPN
2	2	9/12/2007				Sets of Original AIA A 201/CMA - 1992 Modified for review.	OPN

Remarks: John:

Please review and sign both sets of original contracts, then return both sets to my attention. I will submit to the City for final execution and a fully executed original will be returned to you for your records. If you have any questions, please contact me at your convenience.

Date	Number	Re:	To	Attention	From	Signed
9/13/2007	00436	Right to Lien	City of Meridian	Keith Wall	Petra Incorporated	Wes Bettis

Notice

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	9/10/2007				Right to Lien Notice from Lampson International, a lower tier Subcontractor under Rule Steel Tanks, Inc.	OPN

Remarks:

Keith:

Original Right to Lien from Lampson International, the crane supplier to Boise Steel Erectors, Inc under Rule Steel Tanks, Inc. contract with the City.

Date	Number	Re:	To	Attention	From	Signed
9/13/2007	00437	Contract	Simplex Grinnell LP	Roger Adams	Petra Incorporated	Wes Bettis

Contract

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	9/4/2007				Set of original AIA A101/CMA and A201/CMA fully executed contract documents for your records.	APP

Remarks:

Date	Number	Re:	To	Attention	From	Signed
9/13/2007	00438	Executed	American Wall Cover	Handwritten	Petra Incorporated	Wes Bettis

Contracts

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	9/3/2007				Set of original AIA A101/CMA and A201/CMA fully executed contract documents for Drywall Systems and Fireproofing for your records.	APPR
2	1	9/3/2007				Set of original AIA A101/CMA and A201/CMA fully executed contract documents for Carpentry for your records	APPR

Remarks:

Date	Number	Re:	To	Attention	From	Signed
9/13/2007	00439	Executed	Designs 2000	Designs	Petra Incorporated	Wes Bettis

Contract

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	7/17/2007				Set of original AIA A101/CMA and A201/CMA fully executed contract documents for your records.	APP

Remarks:

**VOL. 2
EXHIBITS TO**

**AFFIDAVIT OF EUGENE R. BENNETT
DATED MAY 5, 2010**

**AFFIDAVIT OF THOMAS R. COUGHLIN
DATED MAY 5, 2010**

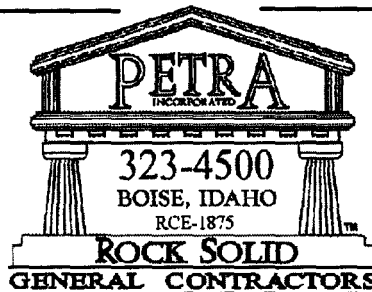
**AFFIDAVIT OF JOHN E. QUAPP
DATED MAY 5, 2010**

**IN SUPPORT OF PETRA
INCORPORATED'S
MOTION FOR SUMMARY JUDGMENT**

EXHIBITS 26 THROUGH 49

COURT FILING – ORIGINAL

**CITY OF MERIDIAN V. PETRA
INCORPORATED
Ada County Case No. CV OC 0907257**



MEETING MINUTES No. 00009

1097 N. ROSARIO STREET • MERIDIAN, ID 83642 • PHONE: (208) 323-4500 • FAX: (208) 323-4507

PROJECT TITLE: Meridian City Hall

MEETING DATE: 2/26/2007

LOCATION: Mayor's Conference Rm

SUBJECT: Mayor's Building Committee

ATTENDED	INITIALS	ATTENDEE NAME	COMPANY NAME
Y	AJ	Adam Johnson	Petra Incorporated
Y	AS	Arthur J. Stevens	Petra Incorporated
Y	BDW	Brad Watson	City of Meridian
Y	GB	Gene Bennett	Petra Incorporated
Y	JF	Jerry Frank	Petra Incorporated
Y	JA	Jon Anderson	Petra Incorporated
Y	KTB	Keith Bird	City of Meridian
Y	KWT	Keith Watts	City of Meridian
Y	STS	Steve Simmons	LCA Architects, PA
Y	TDW	Tammy de Weerd	City of Meridian
Y	TDB	Ted Baird	City of Meridian
Y	WB	Wes Bettis	Petra Incorporated
Y	WBG	Will Berg	City of Meridian

ITEM	STATUS	STARTED	DUE	BALL IN COURT
00001	OLD	1/12/2007	2/15/2007	PETRA WB
Soils report. Contaminated area minimal, projected area 50'x50'x10'. Soil to be excavated and hauled to a reclaim site. Approximatley \$83.00/yd, set a change order at Not To Exceed \$83,000.				
00002	OLD	2/20/2007	2/15/2007	LOMARC STS
Access flooring, cost for budget is half of original number. Committee to research access flooring. Generate list of users, and contact them to get pros and cons of system.				
00003	OLD	2/9/2007	2/13/2007	CITYMER KWT
Terracon has submitted their proposal for the additional testing scope of work related to the potential ground water contamination due to fuel oil saturated soils on the South side of the old boiler building. Keith Watts has already approved the additional work and it is proceeding. The water test results are due to the City and Petra on Tuesday 02-13-07.				
00004	OLD	2/8/2007	2/20/2007	PETRA WB
The fuel oil contaminated soil will need to be removed. Terracon will provide additional information on the extent of the contamination area, in addition to contaminated ground water noted above. Petra has already solicited a bid from Ideal Demolition for the unit costs associated with excavating, hauling, handling and getting proper disposal documentation for this scope of work as a change order to their contract with the City for abatement and demolition. This work, if it does not involve water containment, could be performed at the same time the live sanitary sewer line is deactivated starting around March 1st and not impacting the proposed construction schedule.				
00005	OLD	2/12/2007	2/12/2007	PETRA WB
The construction schedule is set for 16 months based on the current information and design is a practical schedule, however any opportunity to accelerate the completion of the project at no additional cost will be reviewed and exploited to the City's advantage.				
00006	OLD	2/1/2007	2/20/2007	LOMARC STS
Steve Simmons noted that the Civil Engineer may have secured permission from the irrigation district to discharge the construction and post-construction de-watering into the existing irrigation system, although it may require tiling the ditch for up to 1/4 mile. The de-watering issue is riding on the results of the Terracon tests on soil conductivity and recharge that will occur this week after the water quality tests are back and the wells for testing purposes perfected.				
00007	OLD	2/12/2007	2/20/2007	CITYMER BDW
Well abandonment is scheduled to start this week. in fact, excavator for Hydrologic mobilized on site after this meeting. Brad Watson recommends holding-off on any filing for water rights until after the results of the soil conductivity and well re-charge tests are known for the de-watering. It could be that no additional water will be needed on site.				

EXHIBIT

26

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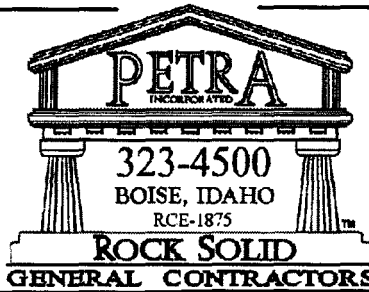


MEETING MINUTES

No. 00009

1097 N. ROSARIO STREET • MERIDIAN, ID 83642 • PHONE: (208) 323-4500 • FAX: (208) 323-4507

ITEM	STATUS	STARTED	DUE	BALL IN COURT	
00008	OLD	2/12/200;	2/20/200;	PETRA	GB
Gene Bennett suggested that a weekly production meeting be set-up with the Architect, a representative of the City (Brad Watson) and Petra to address some of the design and construction details to keep the project momentum moving forward. He suggested every Monday at 1:30 PM at Public Works starting on Tuesday the 20th and then every Monday thereafter until all design is complete.					
00009	OLD	2/12/200;	2/12/200;	PETRA	GB
Review of budget. Gene Bennett noted that budget has gone up by \$800,000 due primarily to MEP costs vs. the Engineer's budgets provided for the Jan-15th plans. Positive pricing was gained in the masonry scope of work by adding more brick to the main building section and reducing the amount of cast stone. Substantial discussion followed on the content of the current budget and the driving forces behind the costs.					
00010	OLD	2/12/200;	2/20/200;	LOMARC	STS
Steve Simmons noted that in the value engineering, he has directed the Electrical Engineer to remove all of the distribution systems designed for the future growth areas in the building and to minimize the lighting in these area as well to optimize construction costs and provide some savings.					
00011	OLD	2/12/200;	2/12/200;	CITYMER	TDW
Mayor de Weerd noted that all Value Engineering ideas need to be reviewed for practical application. Concern was expressed over the access floor system at the water center facility in downtown Boise that "blows cold air" all the time. Steve Simmons notes that the Water Center access floor is not the same one as the Banner Bank Bldg or the ICCU Building in Pocatello. The Water Center floor is a much cheaper and stripped down version utilizing the entire floor cavity as the air plenum vs. the controlled and regulated plenum as designed. The Mayor noted that the goal is to have a cost effective building for the tax payers of Meridian that will not be a maintenance burden for the residents in years to come.					
00012	OLD	2/12/200;	2/12/200;	PETRA	AS
In looking at potential cost savings or changes in design the cost and the impact on the construction schedule need to be evaluated, along with the long term maintenance and operations costs.					
00013	OLD	2/12/200;	2/12/200;	CITYMER	KTB
Keith Bird went on the record of reinforcing that cost and performance of all building components needs to be reviewed, but without "cheapening the building". This is for the future of Meridian and should not be a burden to the taxpayers.					
00014	OLD	2/12/200;	2/20/200;	LOMARC	STS
LCA will look at the schedule impact to change the design from the access floor distribution system to a traditional overhead HVAC air system.					
00015	OLD	2/12/200;	2/20/200;	PETRA	WB
Wes Bettis will contact Gary Christensen and get a list of similar buildings in other markets that he has researched for references for the City to talk to about comfort and operations costs.					
00016	OLD	2/12/200;	2/12/200;	PETRA	JF
Keith Bird asked Jerry Frank about the time commitment for Wes on this project, and what Gene's involvement will be. Jerry noted and then clarified post meeting, that Wes and Gene will commit every bit of time that is part of the contractual agreement between the City and Petra.					
00017	OLD	2/12/200;	4/1/2007	CITYMER	TDB
Other issues: UPRR Lease status: Ted Baird noted that the lease is in negotiation, go ahead and show parking on the UPRR ROW in the CZC submittal.					
00018	OLD	2/12/200;	2/28/200;	CITYMER	KTB
Other Issues: Status of Bricks: Keith Bird to direct the test to see if the bricks can be salvaged. Once the plaza design is complete, a take-off will note how many bricks are going to be required.					



MEETING MINUTES

No. 00009

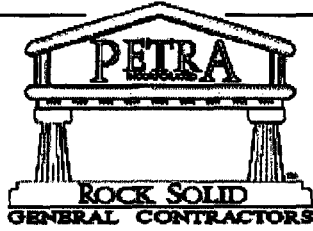
1097 N. ROSARIO STREET • MERIDIAN, ID 83642 • PHONE: (208) 323-4500 • FAX: (208) 323-4507

ITEM	STATUS	STARTED	DUE	BALL IN COURT	
00019	OLD	2/12/200;	2/26/200;	CITYMER	KTB
Direction to LCA from Keith Bird, utilize glazing with reflective finish to best use the design. The City will then determine if a variance for the level of reflectivity will be required. LCA to provide a sample for further review.					
00020	OLD	2/12/200;	2/26/200;	CITYMER	TDW
Final word from the Mayor; If access flooring is not cost effective, the City can not justify using it.					

Prepared By: Petra Incorporated

Dated: 5/13/2009

Expedition •



9056 W. BLACKEAGLE DR. • BOISE, ID 83709 • PHONE: (208) 323-4500 • FAX: (208) 323-4507

February 15, 2007

Via E-Mail: wattsk@meridiancity.org

Mr. Keith Watts
City Of Meridian
33 E Idaho St
Meridian, ID 83642

Keith:

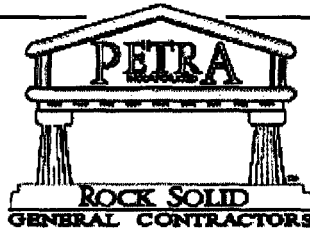
Below are three references regarding access floor systems in current use in commercial buildings. These came to me from Mike Wisdom, the Mechanical Engineer of Record via Steve Simmons. I do not know how the Committee wants to approach it from this point, maybe you can get some feedback from Keith Bird. You and I can collect questions and then call individually or in conference call; members of the Committee may call at their convenience, we can schedule a conference call with one or more of these individuals during a Committee meeting. I am open, but we need to keep this moving forward so that all of the questions get answered regarding performance, comfort, economics, etc because we are way down the road in terms of impact in changing the design.

Let me know what your thoughts are and we can go from there.

1 - Healthwise utilizes the York under floor system. General Contractor is CM company. Under floor system was sold to Johnson Controls. The Healthwise Facility and Service Manager is Robin Thorngren. Phone # 208 331 6918. She is on vacation right now and will not be back until the 20th of Feb. From everything I can gather, the system is working very well. This building was an add-on to the existing. Existing building used a water source heat pump system with minimum make up air. There have been some issues concerning pressurization between the two buildings. Doors were removed between the two buildings which created a control situation.

2 - Tom Corso MC Lioness Realty Corp-Kansas City, Mo 816-843-1006
MC Lioness has over 12 MM ft2 under management in Kansas City, including 1 MMft+ for the IRS.

3 - Terry Abel Ford Premier Auto Group Irvine, Ca 949-341-5890
Terry is Chief Engineer at the Ford Premier Auto Group in Irvine Ca. This houses the luxury brands for Ford like Aston Martin and Range Rover; @ 200,000 ft overall with 160,000 ft2 of under floor.



9056 W. BLACKEAGLE DR. • BOISE, ID 83709 • PHONE: (208) 323-4500 • FAX: (208) 323-4507

E-MAIL MEMO
MERIDIAN CITY HALL PROJECT
ACCESS FLOOR REFERENCES

DATE: February 27, 2007

TO: Mayor Tammy de Weerd
Councilman Keith Bird
Will Berg, City of Meridian

Brad Watson, City of Meridian
Keith Watts, City of Meridian
Ted Baird, City of Meridian

Steve Simmons, LCA

RE: Access Floor Construction In-Place References

During the weekly Production Progress Meeting, with Brad Watson of the City of Meridian, Steve Simmons, LCA, Mike Wisdom, Engineering, Inc, and Gene Bennett, Adam Johnson, Wesley Bettis, of Petra, Incorporated placed phone calls to known Owner/Occupants of buildings with access floor construction similar to what is currently designed for the new Meridian City Hall Building, with the under floor HVAC plenums and air distribution system. The purpose of these calls was to learn what the occupants and operators of these facilities thought of their systems, how the systems were performing, what their perceived pros and cons are now that the buildings were in use, and if they would go with that construction system again.

First Call: Mark at Mountain View Credit Union—Salt Lake City, UT: Steve Simmons of LCA toured this facility while it was under construction. It has a more complicated HVAC source, utilizing a subterranean water source structure for the heating and cooling mechanics. However, the air distribution is under floor. They utilized an access floor manufactured by Tate Floor Systems, York air handlers and diffusers and the same plug and play under floor electrical system that is specified for City Hall.

The problems they have are primarily with exterior wall offices due to limited zoning and temperature control along those areas. The interior offices are having no problems. They have had to spend quite a bit of time working with the system to make it more efficient, including adding additional sensors both exterior and interior to better manage the air flow.

Conclusion: They like the system and are planning their next building with the same system, but with sensor and zoning changes to address the initial problems they have had with the first system.

Second Call: Robert @ Cyprus Credit Union Building.—Salt Lake City, UT: Steve Simmons of LCA had also toured this facility during its construction. It has a large atrium on the East side of the building that has a profound influence on the operation of the facility. The design of the system is similar to the City Hall project, minus the atrium.

The major problem they have had is initially the actuators on the air distribution dampers were made of a plastic composite that had a tendency to break easily, so many had to be replaced. He could not recall the manufacturer. The atrium has presented some air balancing challenges.

Conclusion: They like the system and would build with it again. The flexibility is space usage and overall comfort level is meeting or exceeding their expectations.

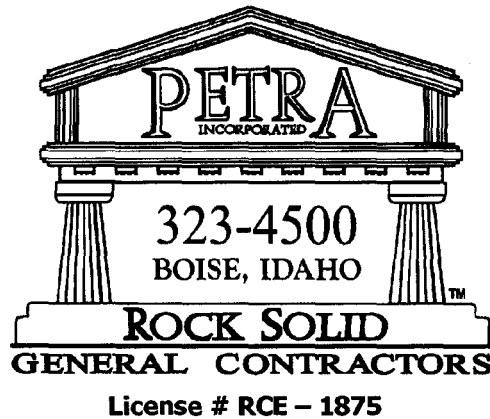
Third Call: Robin Thorngren Healthwise – Boise, ID This is a building addition with three above grade levels that have access floor systems. They went with a Tate Floor product and the York HVAC and controls system.

They have had problems over the last five months with air pressure that is linked with a boiler issue. They have brought in Heery International to commission the building, after the fact, and they spoke very highly of Heery's abilities to ferret out the issues and get the system balanced, after the first 4 or 5 months of problems. Their system includes perimeter office controls and a lot of open work space. Healthwise is expanding again and including the access floor in part of their remodel of the former Tealey's Land Surveying building, which will become their data center.

Conclusion: Healthwise likes the better air quality and comfort that this system affords its employees. The entire first floor of their facility is a wide open work space with no partitions and "desks on wheels" and the space is very comfortable and efficient for the employees working in this area. Healthwise recommends the use of the under floor HVAC system with an access floor as being efficient and good for their work culture.

Summary: The common complaint with the access floor HVAC system and re-occurring theme was lack of controls and zones, especially on the perimeter offices. One of the SLC facilities only had one zone for each of the outside wall exposures and the other SLC building had minimal zones and minimal control. However, all three references would use the system again in a new facility with minor modifications to their existing design.

Recommendations: Recognizing that the Meridian City Hall under floor HVAC design includes individual control at each office or area along the perimeter walls, and that each exterior exposure and interior area are covered with multiple zones to specifically address the seasonal thermal demands placed on the system, the design team has already removed these areas of complaint by other "Users" of this system. The conversations that we have had with existing building operators, Gary Christiansen included, has provided a criteria for the design team that has already addressed the identified short comings in previously constructed systems. Furthermore, the components being specified for the Meridian City Hall project are the same system (Tate Floor & York HVAC with no plastic actuator components) as the two larger systems in SLC. The high level of confidence in Heery International as the Commissioning Agent by Healthwise adds additional credibility to this system as designed and the ability to place the system in service in the most efficient manner for the long term use and comfort of the City Employees and the City's Residents. It is the recommendation of the Construction Manager, Petra Incorporated, to proceed with the design, bidding and construction of the new Meridian City Hall as currently designed.



FAX COVER SHEET

From: Wesley W. Bettis Jr. **Date:** 2/27/2007
Keith Watts
To: Brad Watson **Company:** City of Meridian
887-4813 888-4433 x 207
Fax Number: 898-9551 **Phone Number:** 898-5500

Pages (including cover sheet): 3

RE: Access Floor & HVAC design Meridian City Hall

Comments:

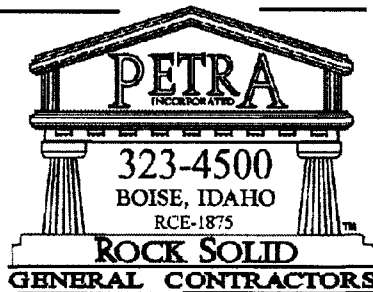
Brad, Keith: Our main server and e-mail server remain in the "crashed" mode for another day. Please forward this information to the Mayor and the Mayor's Building Committee for review and to be shared with the City Council.

If you have any questions or require additional information, please let me know. ww

From the desk of:
Wesley W. Bettis Jr. AIC,CPC
Project Manager
wbettis@petrainc.net

9056 W. Blackeagle Drive
Boise, ID 83709
Phone: 208-323-4500 x. 240
Fax: 208-323-4507

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MEETING MINUTES

No. 00005

1097 N. ROSARIO STREET • MERIDIAN, ID 83642 • PHONE: (208) 323-4500 • FAX: (208) 323-4507

PROJECT TITLE: Meridian City Hall

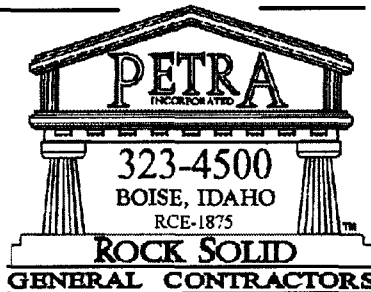
MEETING DATE: 2/12/2007

LOCATION: Mayor's Conference Rm

SUBJECT: Mayor's Building Committee

ATTENDED	INITIALS	ATTENDEE NAME	COMPANY NAME
Y	AS	Arthur J. Stevens	Petra Incorporated
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Y	KWT	Keith Watts	City of Meridian
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Y	TDW	Tammy de Weerd	City of Meridian
Y	TDB	Ted Bald	City of Meridian
Y	WB	Wes Bettis	Petra Incorporated
Y	WBG	Will Berg	City of Meridian

ITEM	STATUS	STARTED	DUE	BALL IN COURT
00001	NEW	1/12/2007	2/15/2007	LOMARC STS
Shell & Structure Plans -- Bid Phase II complete in this week. CZC application will go in to City in the next day or two.				
00002	NEW	2/20/2007	2/15/2007	LOMARC STS
Demountable partitions are expensive for all set office walls. LCA to look at changing these to framed gypsum wall systems to be more cost effective.				
00003	NEW	2/9/2007	2/13/2007	CITYMER KWT
Terracon has submitted their proposal for the additional testing scope of work related to the potential ground water contamination due to fuel oil saturated soils on the South side of the old boiler building. Keith Watts has already approved the additional work and it is proceeding. The water test results are due to the City and Petra on Tuesday 02-13-07.				
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Well abandonment is scheduled to start this week. In fact, excavator for Hydrologic mobilized on site after this meeting. Brad Watson recommends holding-off on any filing for water rights until after the results of the soil conductivity and well re-charge tests are known for the de-watering. It could be that no additional water will be needed on site.				
00008	NEW	2/12/2007	2/20/2007	PETRA GB
Gene Bennett suggested that a weekly production meeting be set-up with the Architect, a representative of the City (Brad Watson) and Petra to address some of the design and construction details to keep the project momentum moving forward. He suggested every Monday at 1:30 PM at Public Works starting on Tuesday the 20th and then every Monday thereafter until all design is complete.				



MEETING MINUTES
No. 00005

1097 N. ROSARIO STREET • MERIDIAN, ID 83642 • PHONE: (208) 323-4500 • FAX: (208) 323-4507

ITEM	STATUS	STARTED	DUE	BALL IN COURT	
00009	NEW	2/12/2007	2/12/2007	PETRA	GB
Review of budget. Gene Bennett noted that budget has gone up by \$800,000 due primarily to MEP costs vs. the Engineer's budgets provided for the Jan-15th plans. Positive pricing was gained in the masonry scope of work by adding more brick to the main building section and reducing the amount of cast stone. Substantial discussion followed on the content of the current budget and the driving forces behind the costs.					
00010	NEW	2/12/2007	2/20/2007	LOMARC	STS
Steve Simmons noted that in the value engineering, he has directed the Electrical Engineer to remove all of the distribution systems designed for the future growth areas in the building and to minimize the lighting in these areas as well to optimize construction costs and provide some savings.					
00011	NEW	2/12/2007	2/12/2007	CITYMER	TDW
Mayor de Weerd noted that all Value Engineering ideas need to be reviewed for practical application. Concern was expressed over the access floor system at the water center facility in downtown Boise that "blows cold air" all the time. Steve Simmons notes that the Water Center access floor is not the same one as the Banner Bank Bldg or the ICCU Building in Pocatello. The Water Center floor is a much cheaper and stripped down version utilizing the entire floor cavity as the air plenum vs. the controlled and regulated plenum as designed. The Mayor noted that the goal is to have a cost effective building for the tax payers of Meridian that will not be a maintenance burden for the residents in years to come.					
00012	NEW	2/12/2007	2/12/2007	PETRA	AS
In looking at potential cost savings or changes in design the cost and the impact on the construction schedule need to be evaluated, along with the long term maintenance and operations costs.					
00013	NEW	2/12/2007	2/12/2007	CITYMER	KTB
Keith Bird went on the record of reinforcing that cost and performance of all building components needs to be reviewed, but without "cheapening the building". This is for the future of Meridian and should not be a burden to the taxpayers.					
00014	NEW	2/12/2007	2/20/2007	LOMARC	STS
LCA will look at the schedule impact to change the design from the access floor distribution system to a traditional overhead HVAC air system.					
00015	NEW	2/12/2007	2/20/2007	PETRA	WB
Wes Bettis will contact Gary Christensen and get a list of similar buildings in other markets that he has researched for references for the City to talk to about comfort and operations costs.					
00016	NEW	2/12/2007	2/12/2007	PETRA	JF
Keith Bird asked Jerry Frank about the time commitment for Wes on this project, and what Gene's involvement will be. Jerry noted and then clarified post meeting, that Wes and Gene will commit every bit of time that is part of the contractual agreement between the City and Petra.					
00017	NEW	2/12/2007	4/1/2007	CITYMER	TDB
Other issues: UPRR Lease status: Ted Baird noted that the lease is in negotiation, go ahead and show parking on the UPRR ROW in the CZC submittal.					
00018	NEW	2/12/2007	2/28/2007	CITYMER	KTB
Other Issues: Status of Bricks: Keith Bird to direct the test to see if the bricks can be salvaged. Once the plaza design is complete, a take-off will note how many bricks are going to be required.					
00019	NEW	2/12/2007	2/26/2007	CITYMER	KTB
Direction to LCA from Keith Bird, utilize glazing with reflective finish to best use the design. The City will then determine if a variance for the level of reflectivity will be required. LCA to provide a sample for further review.					
00020	NEW	2/12/2007	2/26/2007	CITYMER	TDW
Final word from the Mayor; If access flooring is not cost effective, the City can not justify using it.					

Prepared By: Petra Incorporated

Dated: 5/13/2009

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E-MAIL MEMO
MERIDIAN CITY HALL PROJECT
ACCESS FLOOR REFERENCES

DATE: February 27, 2007

TO: Mayor Tammy de Weerd
Councilman Keith Bird
Will Berg, City of Meridian

Brad Watson, City of Meridian
Keith Watts, City of Meridian
Ted Baird, City of Meridian

Steve Simmons, LCA

RE: Access Floor Construction In-Place References

During the weekly Production Progress Meeting, with Brad Watson of the City of Meridian, Steve Simmons, LCA, Mike Wisdom, Engineering, Inc, and Gene Bennett, Adam Johnson, Wesley Bettis, of Petra, Incorporated placed phone calls to known Owner/Occupants of buildings with access floor construction similar to what is currently designed for the new Meridian City Hall Building, with the under floor HVAC plenums and air distribution system. The purpose of these calls was to learn what the occupants and operators of these facilities thought of their systems, how the systems were performing, what their perceived pros and cons are now that the buildings were in use, and if they would go with that construction system again.

First Call: Mark at Mountain View Credit Union—Salt Lake City, UT: Steve Simmons of LCA toured this facility while it was under construction. It has a more complicated HVAC source, utilizing a subterranean water source structure for the heating and cooling mechanics. However, the air distribution is under floor. They utilized an access floor manufactured by Tate Floor Systems, York air handlers and diffusers and the same plug and play under floor electrical system that is specified for City Hall.

The problems they have are primarily with exterior wall offices due to limited zoning and temperature control along those areas. The interior offices are having no problems. They have had to spend quite a bit of time working with the system to make it more efficient, including adding additional sensors both exterior and interior to better manage the air flow.

Conclusion: They like the system and are planning their next building with the same system, but with sensor and zoning changes to address the initial problems they have had with the first system.

Second Call: Robert @ Cyprus Credit Union Building.—Salt Lake City, UT: Steve Simmons of LCA had also toured this facility during its construction. It has a large atrium on the East side of the building that has a profound influence on the operation of the facility. The design of the system is similar to the City Hall project, minus the atrium.

The major problem they have had is initially the actuators on the air distribution dampers were made of a plastic composite that had a tendency to break easily, so many had to be replaced. He could not recall the manufacturer. The atrium has presented some air balancing challenges.

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Conclusion: They like the system and would build with it again. The flexibility is space usage and overall comfort level is meeting or exceeding their expectations.

Third Call: **Robin Thorngren Healthwise – Boise, ID** This is a building addition with three above grade levels that have access floor systems. They went with a Tate Floor product and the York HVAC and controls system.

They have had problems over the last five months with air pressure that is linked with a boiler issue. They have brought in Heery International to commission the building, after the fact, and they spoke very highly of Heery's abilities to ferret out the issues and get the system balanced, after the first 4 or 5 months of problems. Their system includes perimeter office controls and a lot of open work space. Healthwise is expanding again and including the access floor in part of their remodel of the former Tealey's Land Surveying building, which will become their data center.

Conclusion: Healthwise likes the better air quality and comfort that this system affords its employees. The entire first floor of their facility is a wide open work space with no partitions and "desks on wheels" and the space is very comfortable and efficient for the employees working in this area. Healthwise recommends the use of the under floor HVAC system with an access floor as being efficient and good for their work culture.

Summary: The common complaint with the access floor HVAC system and re-occurring theme was lack of controls and zones, especially on the perimeter offices. One of the SLC facilities only had one zone for each of the outside wall exposures and the other SLC building had minimal zones and minimal control. However, all three references would use the system again in a new facility with minor modifications to their existing design.

Recommendations: Recognizing that the Meridian City Hall under floor HVAC design includes individual control at each office or area along the perimeter walls, and that each exterior exposure and interior area are covered with multiple zones to specifically address the seasonal thermal demands placed on the system, the design team has already removed these areas of complaint by other "Users" of this system. The conversations that we have had with existing building operators, Gary Christiansen included, has provided a criteria for the design team that has already addressed the identified short comings in previously constructed systems. Furthermore, the components being specified for the Meridian City Hall project are the same system (Tate Floor & York HVAC with no plastic actuator components) as the two larger systems in SLC. The high level of confidence in Heery International as the Commissioning Agent by Healthwise adds additional credibility to this system as designed and the ability to place the system in service in the most efficient manner for the long term use and comfort of the City Employees and the City's Residents. It is the recommendation of the Construction Manager, Petra Incorporated, to proceed with the design, bidding and construction of the new Meridian City Hall as currently designed.

Memo

To: Will Berg
From: Steve Simmons
CC: Wes Bettis
Date: 4/12/2007

Re: Meridian City Hall - Building Elevation

LCA No: 06016.01 4a

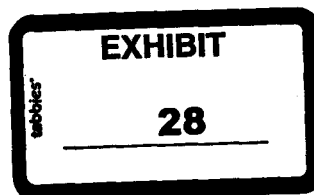
Will

Based on our discussions last Tuesday evening at the Pre-Council meeting, I will be directing the design team to move forward with raising the building 4'-0" in elevation. As I mentioned, most of the impact to the existing design will be to the civil engineering and landscape architecture disciplines. I will call both of them and have them update LCA and Petra as to when the revised site package would be available for bidding.

Petra was also authorized to spend up to \$ 2,000.00 to have Terracon revise their geo-technical report for the soil bearing recommendations at the new footing and basement elevations so that our engineers can re-check the foundation design.

Please feel free to call with any question you may have.

Steve



Meridian City Pre-Council Meeting

April 10, 2007

The Meridian City Pre-Council meeting was called to order at 6:00 P.M. on Tuesday, April 10, 2007 by President Councilman Joe Borton.

Members Present: Mayor Tammy de Weerd, Keith Bird, David Zaremba, Charlie Rountree and Joe Borton.

Staff Present: Bill Nary, Anna Canning, Brad Watson and Will Berg.

Item 1. Roll-call Attendance:

Roll call.

<u> X </u> David Zaremba	<u> X </u> Joe Borton
<u> X </u> Charlie Rountree	<u> X </u> Keith Bird
<u> X </u> Mayor Tammy de Weerd	

Item 2. Adoption of the Agenda:

Bird: Mr. President.

Borton: Mr. Bird.

Bird: I move we adopt the agenda as published.

Rountree: Second.

Borton: It has been moved and seconded to adopt the agenda as published. All those in favor say aye.

ALL AYES. MOTION CARRIED.

Item 3. Presentation of Meridian Signal Coordination Project by ACHD Traffic Department Gary Inselman:

Borton: You all have been provided packets of materials and I would like to introduce Jim Peters and have him come forward and introduce those with him.

Peters: Thank you very much, Mr. Borton. I am Jim Peters. I work for DKS Associates. I am a traffic engineer out of Portland, OR and here tonight with us is Mike Boydsten and Jim Larsen right back here from the Ada County Highway District. I was the consultant working with Jim and Mike to update the signal timings in downtown Meridian. So, what I was hoping to do tonight is just give you a summary of the project and what the results were and we will go from there

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Rountree: None. Thank you.

De Weerd: Mr. Borton.

Borton: Madame Mayor.

De Weerd: We appreciate it. Certainly Mike we appreciate the time you spent earlier with the T.V. stations and telling the story and actually in how important this is. You know as we anticipate phase one of the downtown transportation plan this gives us some relief through some real frustration as far as traffic goes. We certainly know that the construction of the Locust Grove Overpass and the improvements to connect Franklin to Fairview is going to help as well as the planning that is going on at Ten Mile. But, this is a great interim. It is a real minimal cost when you consider the cost of a transportation improvement project. So, I have heard comments that say it seems like traffic is running a little more efficiently, but didn't know why. So, it is a good improvement. Is it exactly what we need? No. But, it helps and everything helps.

Peters: Yeah. It is not going to make all of the congestion go away that is for sure. I would make one other comment from our observation on the street we haven't quantified this, but it does appear that the peak period is lasting not quite as long now either. So, on the shoulders of those peaks, you may be realizing some additional benefits as well. Thank you very much.

Item 4. City Hall Floor Plan Update with LCA Architects:

Borton: Steve Simmons will lead the presentation with handouts and colored pictures.

Simmons: Chairman Borton, Mayor and Members of the Council my name is Steve Simmons, Lombard Conrad Architects, 1221 Shoreline Lane, Boise, ID. Tonight we would like to walk through just briefly, it won't take a lot of your time, but it will entertain any questions regarding the updates to the floor plans for the City Hall project. I have large boards as well which I will put on the easel, but small ones because I think it is easier to see right there in front of you and walk through that with me.

Bird: Mr. President.

Borton: Mr. Bird.

Bird: Steve, would you mind moving that over and using that thing so that the people out there can also see?

Simmons: I have a small set and so I will talk from that, but we will flip those as (inaudible). The basement, which is the first board up here, you will see some scribbles on the back and that is another issue we will talk about a little later. The basement has not changed at all in the sense other than just a little bit refining. We still have that dedicated for primarily for storage and for locker rooms and those things for the staff who are encouraging bicycle use and other alternative means of transportation. So, we will have some of those areas down there as well, primarily, utilization of a (inaudible) of electrical spaces. For the most part that has not changed other than a little bit more reworking of the storage areas for the Clerk and etcetera. The first floor, the main level of the new City Hall project – the building is very symmetrical, this has not changed in the sense that the overall shell has not changed at all. We had been refining internal work spaces with the staff with a lot of help from everybody and everybody should kind of come to the call and look at alternative ways of doing offices, etc., and where we can utilize some efficiency and we have been going through that a lot. We still have yet to refine all of the reception counters in all of the various departments. That is still an ongoing process that we will be wrapping up in the next week or so with them, but basically as you come through the front lobby of the building we still have the community multi-purpose room on the right hand side, north being to the right. Council Chambers is dead center. We still have details to work out there with you folks as well and with Will – City Administration, the Clerk's Office is immediately to the right of the Council Chambers to allow for easy access back and forth and you are going to see a mixture in all of these cases of hard walls for certain directors and key positions and positions that require a lot of privacy and other issues and confidentiality and then a mixture you will see dotted lines which are the open systems furniture throughout the departments. Those are intended to be a system's furniture. We do have access flooring, so we have flexibility to put mechanical, electrical access to those as those are laid out. Members of my staff are continuing to meet to refine and verify the requirements for the staff to meet and set inside of these cubicles to make sure that the equipment that they are bringing with them will in fact fit in those offices in those cubicles. Across the hall from the City Administration is the financial management arm and department. You will see a mixture of offices and cubicles there as well facing towards the northeast end and towards the plaza area. Their cashier stations are starting to take shape. You will see returns there where there will be staff and there is a screen wall with some cabinets and some storage behind them and a file room behind that. So, we are getting further and further along with some (inaudible) and that is kind of the reason we are here tonight is to kind of let you look at this so we can wrap this up and wrap up the design package for the contractor to put that out to bid. The other end of the building support receiving and the mail is still there. That hasn't changed at all and then Public Works is across – that allows an entrance for the inspectors off the dock area – you see a dotted series of cubicles there for staff and a few perimeter offices. We have changed and added a conference/training room off the corridor – excuse me off the lobby there at Public Works we had neglected to put that in before on the program. That needs

to be there based on the amount of public that come in there to utilize those things and have sit down meetings with the staff from both the Planning side and for advice as well when you are planning a project. So, we have added that conference room to allow that and also should note that mostly conference rooms through the facility are shared to allow other departments to come in and utilize those and those can be kept more as a management decision on how you want to best book those and somebody can take care of doing that for you. Any questions on the first floor?

De Weerd: Keith did you have a question on the first floor?

Bird: No, I think Reta took care of it. Well, yeah, major redesign (inaudible--). But you should have your counter to give notes (inaudible--).

Simmons: You are welcome to the large sets of plans to actually see these. You can actually measure them out if you like. The second floor as you come off of the elevator or up the stairs there is that lobby as well as that high volume space right there. It is a two story space on the second level there. Immediately across you will see the same right down the middle. We have Parks and Recreation on one side, the north end of that wing and then on the south it would be Fire Administration. That hasn't really changed at all other than just refining some of those spaces as well. We have unassigned space towards the north corridor there and you will see just adjacent to an employee break room. We envision – we are starting to dot in items if you wish – you will see dotted in vending machines and some of those sorts of things. We can have that verses having them throughout the building. It will be concentrated there. So, we are starting to make those sort of insertions into the plan. We have also allowed for refrigerator and some other utilities will be there – a double sink, a dishwasher. That is where that would be concentrated as opposed to having that throughout every department. Each department will in fact have a small little counter for coffee and those things so they don't have to go all over the place for that with a bar sink. Many of them already have their own small or larger refrigerators they will bring with them to have – you know, so staff can have a place to put their lunches closer to their work spaces as opposed to going through the building and especially a break room that can be accessible by other folks, that is not the best thing. Planning is on the far north end. We are still working with Anna on her space and the lobby layout. We envision some kiosks and some other things that the public would be able to access off that in front of the counter space there. So, that just looks right now as if it is (inaudible) space and it is until we get it all totally refined and meet with her again. You will see a mixture of a few hard offices there and then a lot of daylight coming into that space – a conference room that it is interior to that and then the cubicles would be dotted in there as well. In between the main lobby space and the Planning is an unassigned space for future growth as well there. We have several of those scattered throughout each floor. For the south end on the left hand side of your plan is the Public Works Department, there again, just a little bit more refinement

– a similar reflection of what was on the first floor with a few hard offices for the engineers and then for the Public Works Director as well. The work area you will see an evidence of a small bar sink there with some uppers for storage and those things. That is also where the plan vault is located.

Zaremba: I see Public Works in two different floors. I guess I am not up to speed on this. Is there a distinction – is one of those like the Building Department or --?

Simmons: Correct. Absolutely. Yes, sir. We did allow the first floors because we have inspectors that come and go – they can come off of that dock area and make a mess of everything with their muddy boots and they would be concentrated on the first floor. The overall third floor as you come off the elevators there is a gallery portion we still have there for public display of whatever you might choose or the community might want to show there and until such time it needs to be absorbed and utilized you know for offices, but keep in mind that entire center bay, if you look where the reception is currently located as you come into the Council and the Mayor suites and the gallery area is a vaulted space with a lot of daylight in there, a couple of those bays there so it would be very nice to display community artwork or different things throughout the seasons as you wish. As you come into the reception towards the plaza area, which is on the bottom right there is what you would be facing. We have the Mayor's suite on the north side, Council Chambers suite on the left side there. We haven't set down with you folks to lay out exactly how the Council Chambers should work -- your workspace. We have just drawn in some counter spaces and some uppers there on the left hand side and envision there would be a place to do your individual work, lock up your things there as need be, but that needs to be worked out with you. So, by all means, if you have ideas of that, get a hold of me or Will and we will go through those things, you know as opposed to individual cubicles and that. If that is your desire, that is fine, too we will have the ability to do that, but right now we just are trying to get some things going in that suite. There is a work room and a conference room there as well and we envisioned you would have paper needs, other things, supplies you could work on that are more confidential in that space and then a conference room to work and do some other things away from some of the other issues that are going throughout the building if you need some time alone to be able to work on some issues. That reception would also serve not only the Council Chambers and their office functions, but also the Mayor's suite. So, it would be a nice place to basically police folks, set them, come in, ask them who they are here to see – there will be seating in that area as well as nice day lighting and they will be able to be directed when they are available or when it is available to go see whoever they are there to see. Immediately off that we have a work room and an Executive Assistant in the Mayor's suite and then open offices – or excuse me, there are some youth programs up towards the front and the way this was designed primarily to keep some of the noise and other things that could be happening off of that reception lobby area away from the Mayor and the Mayor's conference

room because we envision that that would be a nice place to be able to entertain potential business opportunities and folks that might come into the community. You want to have them in there and not be having all of that noise around them. So, we are trying to separate some of those functions away from that executive conference room. So, it has a nice view of the plaza. It also allows that sort of entertaining schmoozing if you will to try to happen in that suite right there as well. We did allow for a privacy toilet rooms there; they are small toilets and a small break room for the staff that is at the end of the building also. Across the hall is the City Attorneys and Human Resources Departments; there again, because of confidentiality issues you see a little bit more concentration of offices there, but that is understandable. The Human Resources tends to be in the north end of the building, towards the stair tower; the attorneys on the south side of that suite. IT is on the far south side of that upper floor. They were put there purposely – if you see there is a freight elevator, that hasn't really changed – an elevator that would allow computer equipment and other very costly equipment to come in. Off that back of the elevator there is a back door in the elevator – brought (inaudible--) could be unpacked, brought up to speed and ready for disbursement to the departments and then there is a training room in their department to allow folks to do other computer based training if you will as you grow and need and you can see a series of open office cubicles that can be utilized as staff has added to that department. There is also a small unassigned space there as well.

Borton: I am sorry – can you comment on the hallway access – I think it is every floor to the north and the south, you know that one there?

Simmons: Absolutely.

Borton: Are those general public limited access?

Simmons: Chairman Borton what we have is basically the building is very symmetrical by the design as you can imagine as you come to the center – there is a corridor that runs north and south. There is a tendency on long buildings that are somewhat narrow in their geometry to look down a hallway and it just kind of goes on forever and in our minds as architects and as the interior designers – so what we try to do is number one those door are placed – you will see them typically through each floor column lines four and nine (inaudible--); but they are put there, yes – the public has to as to the occupancy of the building, have to be able to get to those exit stairs, but they can be discouraged from doing that and then there is no reason – mostly for the folks to be down in that area unless they are desired to be there, so they would be able to panic through those doors, get to the exit stairs, but it is kind of a terminus point as you are looking down there from an aesthetic thing and to keep control of certain folks that don't need to be down around that electrical telecom room and hanging out in that area. So, if they have business at the various departments, they would kind of be held into that area. But, if an emergency and they had to they could go through the door

and go right to the stair towers because by code that is required. But, as opposed to opening an entire building up just to be able to visually see it and experience it we tried to terminate those as well. You are absolutely right every floor has those sorts of doors in that. As far as the roof goes that hasn't been changed and that will be mechanical equipment and not occupied. Any questions regarding the floor plans? By way of schedule we are marching on to wrap the package up by the end of the month, first part of May for Petra to put out to bid for the tenant improvements as well.

Borton: Thank you, Steve. Council?

Zaremba: Mr. President.

Borton: Mr. Zaremba.

Zaremba: Again, I apologize for not being in on this from the beginning so I will probably ask questions that have already been asked. Within each departmental area is there a provision for – I don't know what you would call it a wet bar or small sink with a microwave and a coffee and a water cooler? I don't mean a full break room –

Simmons: Mr. Chairman, Mr. Zaremba absolutely there is a – it is economically desirable to have a small I won't call it a wet bar; a coffee bar is probably a better name. Wet bar brings other connotations with it and that is not the case. There is absolutely and we typically do that and do it in most public projects we work on because imagine someone going up a floor to get a cup of coffee in the break room and it is just a loss of time and –

Zaremba: Well and that is what I was thinking just to get a cup of coffee they would be gone for half an hour.

Simmons: We do put a small sink in there to be able to make the coffee; you have the water source – not dishwasher or anything of that – but a small refrigerator if they have lunches and other things you know during the day and snacks or whatever. Some folks exercise and might want other drinks or food or whatever they can put in there. Like I said most folks have that anyway and they are bringing those things with them. We do then try to concentrate other things and we encourage departments and that certainly up to each one to do their cooking if they are going to do that up in the break room, so you don't have those smells throughout the whole building as I stated before there is nothing worse than smelling broccoli and cauliflower in your department – popcorn as well – as good as popcorn tastes, often times folks don't like the smell of that. But that is a managerial issue that is up to you folks to decide that. But, we try to concentrate those sorts of things with the proper ventilation in the break room up on the other floor.

Zaremba: Great. It sounds like the convenience of things have been thought of, so I appreciate that.

Rountree: Mr. President.

Borton: Mr. Rountree.

Rountree: I just have a question about the layout in the basement. The electrical and telecommunication towers are stacked throughout the building with the exception in the south end of the basement. Then the telecommunication room gets oriented another direction and expanded and then the electrical room is off yet in another direction, close but not quite stacked over the rest of the electrical silo in the building. Is that efficient or am I not understanding what you are trying to accomplish there?

Simmons: Chairman Borton, Councilman Rountree are you talking about the ones between (inaudible) three and four?

Rountree: Umm, three and four and "e" and "f" in the basement as opposed to where they are in three and four and "e" and "f" on the remainders of the floors.

Simmons: Right now we envision -- our fire riser and main services are all coming in the basement at that point and being distributed down to the electrical rooms within the basement space itself -- within a ceiling space at that point and then into the access floor feeds there are several ducts throughout these electrical rooms and conduits that will be going through that duct work. So, yes it is not stacked there at that point. Those are going to be the main (inaudible--) come in at that point. But, the others should be stacked through the building for distribution vertically.

Rountree: Very good.

Borton: Steve, on floor three, I think that is the one that you had up here. Is there a door in this corridor so if someone is sitting in the lobby that they would be prevented from either seeing or listening to Council's offices?

Simmons: Currently, no, there is not. If you desire one that is fine as well. There would be someone there at that desk, but if they are not and that is an open and if someone came in they could literally go through each direction. So, it probably wouldn't be a bad idea to do that.

De Weerd: Oh, so there is not a card access on those?

Simmons: On the front door there is, but right here --

Borton: This corridor – if you are here and talking on the phone they could hear you.

Simmons: They could hear you unless you want some double doors here, which is probably a good idea.

De Weerd: I think so.

Simmons: It would also allow a little policing. People come in – we envision if you put out some chairs and other things here for people to wait and to cue in and then for instance if they are here to see the Mayor they be able to go into those doors and they could be shown where they need to go and vice-a-versa back in here. So, it probably wouldn't be a bad idea to have a set of doors here.

Borton: Makes sense. Council any comments on that?

Bird: I thought, for some reason I didn't look close enough and I thought there was a set of glass doors there.

Simmons: Those dotted lines you are seeing are basically just outline of the column above. It is kind of decorative thing that is happening there, but there are no doors. That is a good point and there should be.

Zaremba: It is a roll up steel door and close it for security and bang you are done.

Borton: Steve, probably doing this like other projects might be like herding cats to some degree and we appreciate you presenting the info and as we go forward right now are there specific questions or specific concrete direction you need from Council to keep this thing moving?

Simmons: Chairman Borton, no we are actually seeing a light at the end of the tunnel. We have the colors of course that have been approved and we thank you very much for that. Everyone that has worked within those parameters, we have that behind us. We do have details to work out. We talked about trying to be proactive on where we are going to place displays and other things and cabinets and those things within the public spaces. Down the corridors we are going to sit down and go through a lot of that with Will. I brought the interior designers up to speed today so we will be able to bring some of those sorts of products to you to show you what we are anticipating specifying in this building to be able to have those sorts of displays so people will be able to see that as opposed to allowing things to be just stuck all over the place, we are trying to have some sense of organization to that to keep the building looking very nice and try to be proactive there again. We also have shown the individual departments some suggestions on perhaps behind their reception areas having some art work or some other things that are pertinent to their department. We also will be specifying the sorts

of products that will allow them to do that. They still could come up with that themselves, but we are trying to put those pieces and parts in the project to allow them to do that as opposed to just sticking things all over half hazard. We can still do that, but nonetheless we are trying to think of those things ahead of time as best we can. So, for the most part to answer your question, we feel pretty good really to march on, other than redefining and kind of pinning down some of the reception counters a little bit more and some of those little things. Thank you.

Zaremba: Mr. President.

Borton: Mr. Zaremba.

Zaremba: That last question and answer led me to another thought. Just visualizing what has ended up in the lobby of this building, there is a little recycling center that doesn't always look that attractive. Are there going to be convenient recycling bins or something around?

Simmons: Chairman Borton and Councilman Zaremba there are. As a matter of fact we have a standard detail we have used in each one of the departments where you put the little sink, counter, bar counter sort of thing, they have recycling stations in there.

Zaremba: Oh, cool.

Simmons: So that is something and we see that a lot and that is not uncommon to do that. Then someone would have to be in charge of going and collecting that and taking elsewhere when you need to take it. But that is part of the whole scheme as well. It also helps with LEEDS and they will be able to look at the recycling of products.

De Weerd: Mr. President.

Borton: Madame Mayor.

De Weerd: Steve if you could also explain just in the lobby areas of each of our departments – we do have some uniformity in there, but they do have some opportunity for individual identity – not as flared as some might want.

Simmons: Chairman Borton, Mayor and Members of the Council, absolutely. Each department has a little bit of I guess an opportunity to express themselves if you will and that was part of the four colors that we came up with for accents. For the most part, those departments are fairly generic, nicely done, but fairly generic – as a budget purpose we want to make those very efficient and utilize some fairly standards if you will for that. Behind each reception desk and you are free to pick whichever one you like you are going to see an accented wall or at least a screen wall and there are the opportunity for those folks, those

departments to pick an actual color to go on that screen wall, which would also then have the opportunity to put some art work or something specific to that department. In Planning you might have maps or other growth maps or areas of impact and could be displayed there for people to look at and not have to be drug out and things that could change out or there might be some historical data, you know of that nature or something like that would be nice. We had envisioned – illustrations at our presentation last week about some sepia tone prints that could be brought up that would be very nice. So, each department does have that opportunity and we also – we are not opposed and I would throw this out, we haven't told anybody this if we wanted to take that accent wall and maybe do – well, that color I should say and do one of the conference room walls you know an accent and allow some of that to happen within a department as long as it was the same color – we are not opposed up to that as well, Bill. Paint is paint and it is not that big of a deal. But, there again if you want to get a little splash of color we could do that and there is not a big issue with that.

De Weerd: Mr. President I guess just on those (inaudible) it gives them an opportunity too to individualize those prints to the priorities and the personalities of their departments. I mean, it will be a monotone, but they will be able to pick the photos that they would put up there and they could exchange them out periodically as well.

Simmons: We would like to give them a display apparatus, if you will to do that. What they put in there is up to that department.

Borton: Steve, is it too early to determine the audio, visual and cabling? I know that much smaller typical residence when you have the opportunity of construction you run cable absolutely everywhere, every room – is the plan being set to do that?

Simmons: It is already in motion. We have an audio visual consultant that we are working with and we have met with Will on one occasion and we put a fire under him last week to get back and meet with Will and us again and we had already talked about how the Chambers should be arranged and how we are going to look at that from an A.V. standpoint – projection for the audience and so we have to look at those things, etc. So, as well as the community meeting rooms and then individual conference rooms as well. We are envisioning along those lines, as long as we are on that topic, individual department conferences rooms will be set up for just screens, but nothing electric, just basic screens and the ability to do some work if they wanted to, but nothing fancy. They could bring in a PowerPoint and be able to show that. If I wanted to come in and go to Public Works and show something that was in our planning, I have the ability to pull the screen down and do that. That is the extent of A.V. that we see in those departments at this point. For rooms like the community meeting rooms, Mayor's conference room and those things, we are going to have bigger presentations and it is a whole other subject. We will have drop screens in that and the ability

to do some of that work as well. They also are responsible of putting together for us a budget and we will look at that budget and go through and feel, along with Petra, if that is something we think we can afford and fits within the budget that was given to us at the onset of the project – we will provide and allow to go through the bid process we feel that it is over then we will still rough in for those – we will still deal with the essential items, obviously this room and everything associated with that and then rough in for any future that we will that can't be provided immediately in this package. But at least we'd have the ability to later on to have all of the conduits, the boxes and those things ready and if we are going to have panels or CC T.V. or something else, we would be able to pull the wires at that time as the funds became available.

Borton: Okay and that is kind of the question that all of that rough in will be done at least in the conferences rooms of each and every department throughout the building.

Simmons: Absolutely as well as we are also getting ready to start in on our access control system for the doors. My partner Russ (inaudible) will be meeting with Will and then our electrical engineer to lay that out, look at the desire along with the Police Chief as to what level of security. (Inaudible) in the building and what sort of system do you want to put in there from card access or scanning standpoint. That will also be in the base package as well.

Borton: Council any other questions or information needed? Steve anything else from us at this point for you?

Simmons: Not related to the floor plans.

Borton: Okay. (Inaudible--) who is going to talk on the bids?

Simmons: Well, I guess we have two items. We could talk about the bids and if we have time we can go over the update on the water levels if you want – bids first before everybody shows up?

Borton: Okay, let's do that.

(Tape turned over)

De Weerd: The bids are on the regular agenda. But, we wanted to talk about the water.

Simmons: Okay, do you want to talk about water or do you want to talk about bids?

Borton: Just water.

Simmons: Okay.

~~Bennett Chairman Borton, my name is Gene Bennett. I will have Steve stand here with me because we both have been working on this thing together.~~ At this point your building elevation at grade is 2606 for the ground floor. A week ago we talked about raising that floor elevation to 2610 and the corresponding elevation for your basement would go from 2592 to 2596. Your footings are about two feet lower than your floor elevations, so if the building is at 2596 for a floor in the basement, your footing is at 2594. At this point there is no confirmed water table information for our building, but we have investigated with the help of Farmers and Merchants the water table elevation for their project. The curb at Farmers and Merchants is at 2605 MTI established the high water table in August 15 feet below that, which is at elevation 2590. Your well borings that occurred last fall for your project had a high water table of 2587. Realizing that the high water table doesn't occur in the winter months it actually occurs in August and you add about three feet for raising the water table would bring you up to 2590, which matches what is going on over at Farmers and Merchants. Your (inaudible) layer is at 2588 and you can see that if you raise your building four feet, which puts the bottom of the footing at 2594, you are approximately four foot above 2590, which is your high water table level and at this point I will turn it over to Steve for his final comments.

Simmons: Thank you, Gene. Also I have here and I will just let you pass this out. I think some folks have copies of this. We had asked our – we just distributed that Monday morning at our organizational meeting with the Mayor. That is basically that we asked our designer, our plaza designer, the landscape, architect and planner (inaudible) to look at if we raised the whole building up four feet, what would that do to the plaza itself? What that shows in reality they think it is a much better presentation. It gives us – we are below ADA accessibility limits – about 2 ½ percent for those sidewalks to come up off of Broadway, up towards the plaza. The ramps and the stairs at the building stay the same as they were already designed. The only thing we would have to tweak would be the collection points with our civil engineer where we currently have our drains because right now the grades that we are working on are a little bit flat if not somewhat of a slope bowl if you will. So, this raises it up, crowns it a little bit and slopes off. So, it would really be kind of an indiscernible grade change as you will as you go up there. So, they felt it was very nice. It changes a lot of things. It pulls us up out of what we see as a potential or at least water issue, if you will, and who knows water can be up and down at any given year, we don't know that for sure, but we think that the best possible solution is to pull the building up the four feet, it doesn't impact the plaza, hit the loading dock, which was currently fairly level and flat at this time. We would have it probably a true loading dock with three or four foot loading dock that you would back into because we do need to make up the grade there as well and then the exits off towards Meridian Road would have to have additional stairs for exiting purposes also. That is kind of where we are at on the water issue. It was kind of a blessing to be able to find

out that there was some data on the Farmers Bank, which (inaudible--) in a basement. They do not have a basement I was informed, but nonetheless they give us some data there and it seems to make a lot of sense in the logic of where water would be in the August, September verses and where we are looking for high and low waters.

Borton: Thank you, Steve and Gene we appreciate that information. Council any additional questions on the water?

Bennett: I have one last request. With this raise in elevation and putting your footings above the clay layer, I would request permission to turn Taracon loose on soil foundation bearing capacity because we are going to be on top of that clay layer. Even though we appear to be somewhere about six feet above it, we need to have Taracon do their soils bearing capacities so that Steve can finish up to his design. It is a \$2,000 expense. I would request City Council approval to turn them loose to do that.

Bird: I make a motion for Taracon to do this.

Rountree: Second.

Borton: It has been moved and seconded to approve the expense of not to exceed \$2,000. Any discussion?

Zaremba: I don't know if this is direct discussion, but would the end results of that be that there might be piers under the footings or something that we might need to -- we are not trying to find Bedrock or anything are we? I don't know.

Bennett: There would be no piers. We are not dealing with those kinds of weights. We would be dealing with spread footings and select structural fill and perhaps fabric, that would probably be your worst condition.

Borton: Any other questions Council? If none, Mr. Berg roll call vote.

Roll Call Vote: Bird, aye; Rountree, aye; Zaremba, aye; Borton, aye.

ALL AYES. MOTION CARRIED.

De Weerd: And if I could vote, I would say aye too.

Borton: Steve thanks for the update, hopefully we gave you some clear indications and information and we appreciate all of the hard work going forward on the design. Council if there is nothing further this brings us to the end of the Pre-Council meeting. I would entertain a motion to adjourn.

Zaremba: So moved.

Rountree: Second.

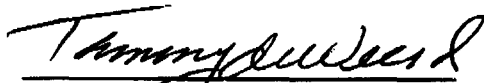
Borton: It has been moved and seconded to adjourn. All those in favor say aye.

ALL AYES. MOTION CARRIED.

MEETING ADJOURNED AT 6:59 P.M.

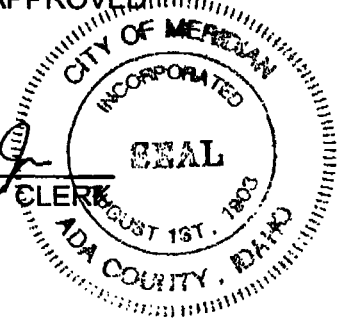
(TAPE ON FILE OF THESE PROCEEDINGS)

APPROVED:


TAMMY DE WEERD, MAYOR

5, 1, 07
DATE APPROVED

ATTESTED: 
WILLIAM G. BERG, JR., CITY CLERK



From: Gary Christensen [Gary@tenthandbannock.com]

Sent: Monday, February 12, 2007 6:06 PM

To: Josh Hilderbrand

Cc: Ross Elder; Wesley Bettis Jr.

Subject: RE: Meridian City Hall Access Floor System

Can you break down your bid for me with better specifics for freight and labor? I know what we can do labor wise here and what we paid for freight last time, so maybe the final cost will be much closer than what is perceived. We're also making plans for our next project which will go to bid this summer and begin construction 3rd quarter. We will also need about 75,000 s.f..

Could you also clarify your comment about these being smaller projects, and hence higher/s.f. costs? 75-80,000 s.f. is smaller than the Banner Bank Building, and probably smaller than your typical project in Seattle, but it is still a big building in Idaho. And if we're going to transform the market into greener construction, we have to have steady sources for basic materials, like raised floor, for even smaller projects – one truck load at a time. Fortunately, there are enough suppliers to make the environment competitive, but I'd like to know where you guys stand with this market.

Thanks.

Gary F. Christensen

From: Josh Hilderbrand [mailto:JoshH@bdap.com]

Sent: Monday, February 12, 2007 4:23 PM

To: Gary Christensen

Subject: FW: Meridian City Hall Access Floor System

Mr. Christiansen,

Since the last time we have done business; Haworth material has gone up 4%, Labor for Installation(in Washington) is higher than Idaho's, The project is smaller and this will raise the price per square foot, and the freight to get material to Idaho is almost double that of FOB Washington. Please contact me if you have any other questions, my phone number is 425-368-2020.

Thank you,

Josh Hilderbrand

From: Ross Elder [mailto:Ross.Elder@Haworth.com]

Sent: Monday, February 12, 2007 2:30 PM

To: Josh Hilderbrand

Subject: FW: Meridian City Hall Access Floor System

Josh,

Can you respond to Gary on this?

Thanks

Ross Elder

NW Territory Manager - Flooring & Technology

Haworth Inc.

C 616-835-1792

F 425-379-0314

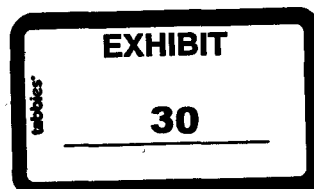
From: Gary Christensen [mailto:Gary@tenthandbannock.com]

Sent: Monday, February 12, 2007 2:14 PM

To: Ross Elder

Subject: Meridian City Hall Access Floor System

Ross:



What do you know about this? \$8.25 is impossible to justify. The \$6.50 installed would be 50% more for your materials than we paid. Have your raw costs really gone up this much, or is there something down the supply chain getting in the way? I'd like to help these guys get a greener building, and I'd like to see you guys get the business.

Gary

From: Wesley Bettis Jr. [mailto:wbettis@petrainc.net]
Sent: Monday, February 12, 2007 2:55 PM
To: Gary Christensen
Subject: Meridian City Hall Access Floor System

02-12-07

Gary:

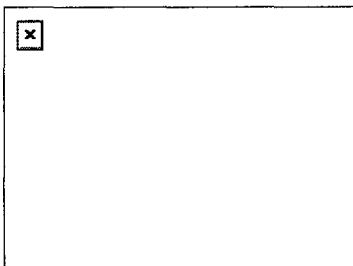
Greetings. We are working through the design for the Meridian City Hall and are looking at a bid date of the end of March. Right now the facility is designed with the Haworth Access Floor system, but our preliminary costs are more in the range of \$8.25/SF vs. the \$6.50 +/- you had indicated for the Banner Bank Building. Granted, the economy of scale is not as great for the 80,000 SF City Hall, but it has created some swift intakes of air from some of the Mayor's Building Committee.

Do you have the names of two or three Building Owners or Tenants of other buildings that are constructed with the same access floor and HVAC system as Banner Bank that we could use for references with the City of Meridian to answer some of their long term ownership and maintenance questions? They can be in Salt Lake City, Portland, Seattle, Sacramento, etc, I would just like some other names of buildings that have been in operation for a couple of years so we can address some of the concerns the City is raising.

Congratulations on the new building in downtown Boise "the rescue mission block" and on the new partnership with the City of Caldwell along Indian Creek for the public private joint venture for Caldwell's new City Hall. Being a resident of Caldwell's impact area, I will be watching those developments closely.

Thank you again for your time, and as always, if I can be of any assistance or provide you with additional information, please contact me at your convenience. wwzb

*Wesley W Bettis, Jr.
Sr. Project Manager
PETRA, INC
9056 W. Blackeagle Dr.
Boise, ID 83709
Phone: 208.323.4500
Fax: 208.323.4507
E-Mail: wbettis@petrainc.net*



From: Gary Christensen [Gary@tenthandbannock.com]
Sent: Monday, February 19, 2007 3:08 PM
To: Wesley Bettis Jr.
Subject: RE: Meridian City Hall Access Floor System
Wes:

I've been negotiating on your behalf (and my behalf as well) with Chris Ervin of Tate Floors. He just quoted me over the phone \$3.10/s.f. for material, and around \$.75/s.f. for freight (perhaps as low as \$.65 – maybe \$.85 if oil spikes again when the product ships). I'd suggest calling Don Willis at DMSI who did our installation ((208) 375-8848 dmsicabinets@cablone.net) Our job got a little out of control with the delays our general caused us. You should be able to schedule a smoother installation and get the work done for somewhere around \$1.00/s.f. So the final cost should be a little bit either way of \$5.00/s.f. not the \$8.50 or even the \$6.50/s.f..]

Chris has pitched the architect, and I think he has called on someone at Petra before. He's a good guy, and Tate is probably the recognized leader in the field. He may be sending information directly to you. I'll forward what I get from him as well.

Hope this keeps the raised floor in the job. It really is key to a lot of things. The modular wiring that CII (Communications Integrated ?) does is a real time and money saver. Romar did our work, but I think again with a little better organization than I provided this time around, you could do the majority of it with your own skilled labor rather than paying journeyman rates for the TI side.

Let me know if I can help any more.

Gary

From: Wesley Bettis Jr. [mailto:wbettis@petrainc.net]
Sent: Monday, February 12, 2007 2:55 PM
To: Gary Christensen
Subject: Meridian City Hall Access Floor System

02-12-07

Gary:

Greetings. We are working through the design for the Meridian City Hall and are looking at a bid date of the end of March. Right now the facility is designed with the Haworth Access Floor system, but our preliminary costs are more in the range of \$8.25/SF vs. the \$6.50 +/- you had indicated for the Banner Bank Building. Granted, the economy of scale is not as great for the 80,000 SF City Hall, but it has created some swift intakes of air from some of the Mayor's Building Committee.

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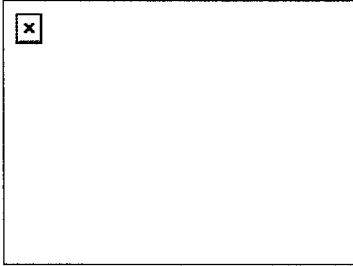
Congratulations on the new building in downtown Boise "the rescue mission block" and on the new partnership with the City of Caldwell along Indian Creek for the public private joint venture for Caldwell's new City Hall. Being a resident of Caldwell's impact area, I will be watching those developments closely.

Thank you again for your time, and as always, if I can be of any assistance or provide you with additional information, please contact me at your convenience. wwv

Wesley W Bettis, Jr.
Sr. Project Manager
PETRA, INC

003116
Petra82271

9056 W. Blackeagle Dr.
Boise, ID 83709
Phone: 208.323.4500
Fax: 208.323.4507
E-Mail: wbettis@petrainc.net



From: Stewart Jensen [stewart@absdoors.com]
Sent: Wednesday, August 08, 2007 11:10 AM
To: Wesley Bettis Jr.
Subject: RE: Meridian City Hall--Value Engineering
There is a savings of \$3,751.00 to use standard core instead of Stave Lumber Core.

Stewart Jensen, AHC
Architectural Building Supply
General Manager
960 East Franklin Road
Meridian, ID 83642
208-884-8917

From: Wesley Bettis Jr. [mailto:wbettis@petrainc.net]
Sent: Wednesday, August 08, 2007 9:30 AM
To: Stewart Jensen
Cc: Adam Johnson
Subject: RE: Meridian City Hall--Value Engineering

The City is still vacillating on whether they want LEED Certification and if so, at what level. Losing the doors as a sustainable product reduces our % of total sustainable materials used, but does not necessarily eliminate that one LEED point in the final tally. Let's look at it. The City will make their final decision next Tuesday evening, so I am scrambling to pull all of this information together. Thanks Stewart. wwv

From: Stewart Jensen [mailto:stewart@absdoors.com]
Sent: Wednesday, August 08, 2007 9:25 AM
To: Wesley Bettis Jr.
Subject: RE: Meridian City Hall--Value Engineering

Are you willing to give up the Leeds point?

Stewart Jensen, AHC
Architectural Building Supply
General Manager
960 East Franklin Road
Meridian, ID 83642
208-884-8917

From: Wesley Bettis Jr. [mailto:wbettis@petrainc.net]
Sent: Wednesday, August 08, 2007 9:23 AM
To: Stewart Jensen
Subject: RE: Meridian City Hall--Value Engineering

PETRA86447

Stewart:

Thanks for getting back to me so quickly. It sounds like we are optimized on the frames. But, yes, please look at an alternate door for an estimate as to the savings of a more traditional core vs. a stave lumber core. wwv

From: Stewart Jensen [mailto:stewart@absdoors.com]
Sent: Wednesday, August 08, 2007 9:20 AM
To: Wesley Bettis Jr.
Subject: RE: Meridian City Hall--Value Engineering

Wes,

The timely frames are the same price as hollow metal on a standard frame. The sidelite frames cost more than hollow metal. The savings should come from the painter. If you would like me to price it out I can request a quote. My biggest concern would be that Timely has a limited capability for hardware preps.

One thing that I was looking at that might be of value to you. The wood doors are calling for a stave lumber core to comply with a Leeds certification. This core is costing thousands of extra dollars. Let me know if you want me to explore other options.

Let me know.

Stewart Jensen, AHC
Architectural Building Supply
General Manager
960 East Franklin Road
Meridian, ID 83642
208-884-8917

From: Wesley Bettis Jr. [mailto:wbettis@petrainc.net]
Sent: Wednesday, August 08, 2007 8:59 AM
To: Stewart Jensen
Cc: Adam Johnson
Subject: Meridian City Hall--Value Engineering

08-08-07

Stewart:

Could you take a moment and look at the door and frame package for Meridian City Hall. The current spec call for painted HM frames. Other than the exterior, masonry set and rated frames, would there be savings to switch to a Timely Frame for all of the interior office door applications? Do you have an idea of what those savings could be, ballpark? wwv

PETRA86448

WESLEY W. BETTIS, JR

Construction Manager

PETRA Incorporated

1097 N. Rosario St.

Meridian, ID 83642

Direct Phone: 208.493.2747 Front Desk 208.323.4500

Direct Fax: 208.493.2747 Main Fax: 208.323.4507

Email: wbettis@petrainc.net



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PETRA86449

003120



**Meridian City Hall
Value Engineering Breakdown**

From: Adam Johnson **Date:** 8/20/2007

To: Jay **Company:** Tri State

Fax Number: 323-8388 **Phone Number:** _____

Pages (including cover sheet): 3

For: Meridian City Hall Value Engineering Form

In follow up to our phone conversations, I am trying to document current value engineering options, along with any other suggestions that you might have for the Meridian City Hall project. Please fill out attached form and return no later than Thursday, August 21st by 10:00 A.M. Thank You.

Item 1: Change Lighting Controls

-Change Lighting Controls to a different manufacturer, **Cost savings of \$8,000**

Item 2: Alternate Light Fixtures

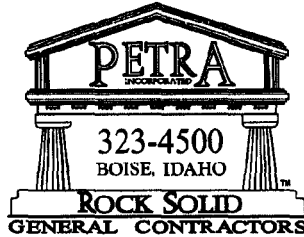
Change lighting fixtures, and eliminate wiring, outlets and fixtures in unassigned areas.

Cost savings of \$7,000.00

Item 3: Delete Heat Tape

Delete heat tape in roof drain leaders, **Cost savings of \$6,000.00**

Item 4: Suggestions



Meridian City Hall Value Engineering Breakdown

From: Adam Johnson **Date:** 8/20/2007
To: Stewart **Company:** ABS
Fax **Phone**
Number: 208-884-5641 **Number:** _____
Pages (including cover sheet): 3
For: Meridian City Hall Value Engineering Form

Stewart,

In follow up to phone conversations, I am trying to document current value engineering options, along with any other suggestions that you might have for the Meridian City Hall project. Please fill out attached form and return no later than Thursday, August 21st by 10:00 A.M. Thank You.

Item 1: Door Changes

-Delete Alternate wood door core vs.. Specified LEED point product of Stave Lumber core doors. **Cost savings of \$3,751.00**

Item 2: Storefront

Delete amount of interior windows/storefront, replace with solid walls. **Cost savings of \$20,000.00**

Item 2: Suggestions



Meridian City Hall Value Engineering Breakdown

From: Adam Johnson **Date:** 8/20/2007
To: Randy **Company:** American Wallcover
Fax **Phone**
Number: 8871129 **Number:** _____
Pages (including cover sheet): 3
For: Meridian City Hall Value Engineering Form

Randy,

In follow up to phone conversations, I am trying to document current value engineering options, along with any other suggestions that you might have for the Meridian City Hall project. Please fill out attached form and return no later than Thursday, August 21st by 10:00 A.M. Thank You.

Item 1: Delete Walls In Unassigned Areas

-Delete unnecessary wall construction and finishes in unassigned areas. **Cost savings of \$6,818.00**

Item 2: Ceiling Tiles

Replace 2x2 tiles by using 2x4 tiles, Tegular – Center Score. **Cost savings of \$7,000.00**

Item 3: Delete Ceiling Grid In Unassigned Areas

Delete unnecessary ceiling grid and tiles in unassigned areas, **Cost savings of \$25,746.00**

Item 4:Delete Fry Reglet

Delete Fry Reglet, Cost savings of \$2,500.00.

Item 5:Suggestions

Item 4:Reduce Fixtures in Basement Restroom

If item 3, is not accepted, what would be the cost of reducing the fixtures to 1 toilet, 1 shower, one vanity, ect., per his and her restrooms.

Item 5:Suggestions



Meridian City Hall Value Engineering Breakdown

From: Adam Johnson **Date:** 8/20/2007
To: Julie **Company:** Custom Glass
Fax **Phone**
Number: 208-884-5641 **Number:** _____
Pages (including cover sheet): 3
For: Meridian City Hall Value Engineering Form

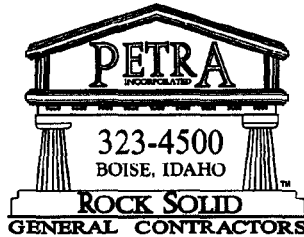
Stewart,

In follow up to phone conversations, I am trying to document current value engineering options, along with any other suggestions that you might have for the Meridian City Hall project. Please fill out attached form and return no later than Thursday, August 21st by 10:00 A.M. Thank You.

Item 1: Storefront

Delete amount of interior windows/storefront, replace with solid walls. **Cost savings of \$20,000.00**

Item 2: Suggestions



**Meridian City Hall
Value Engineering Breakdown**

From: Adam Johnson **Date:** 8/20/2007
To: Ken/Dave **Company:** ICWP
Fax **Phone**
Number: 208 375-2945 **Number:** _____
Pages (including cover sheet): 3
For: Meridian City Hall Value Engineering Form

Ken,

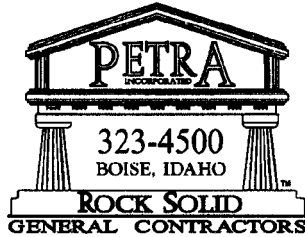
In follow up to phone conversations, I am trying to document current value engineering options, along with any other suggestions that you might have for the Meridian City Hall project. Please fill out attached form and return no later than Thursday, August 21st by 10:00 A.M. Thank You.

Item 1: Cabinet Reduction

-Reduce casework by 50%. **Cost savings of \$46,000.00**

Item 2: Suggestions

Perhaps some changes in hardware, finishes, ect. Any ideas that you may have, please break down with associated savings. Thanks



**Meridian City Hall
Value Engineering Breakdown**

From: Adam Johnson **Date:** 8/20/2007
To: Steve **Company:** Pacwest
Fax **Phone**
Number: 208-467-3332 **Number:** _____
Pages (including cover sheet): 1
For: Meridian City Hall Value Engineering Form

Steve,

In follow up to phone conversations, I am trying to document current value engineering options, along with any other suggestions that you might have for the Meridian City Hall project. Please fill out attached form and return no later than Thursday, August 21st by 10:00 A.M. Thank You.

Item 1: Access Flooring

-Delete access flooring from unassigned areas: **Cost savings of \$36,780.00**

Item 2: Suggestions



Meridian City Hall Value Engineering Breakdown

From: Adam Johnson **Date:** 8/22/2007
To: Bob **Company:** SBI Contracting
Fax **Phone**
Number: 376-5201 **Number:** _____
Pages (including cover sheet): 1
For: Meridian City Hall Value Engineering Form

Bob,

In follow up to phone conversations, I am trying to document current value engineering options, along with any other suggestions that you might have for the Meridian City Hall project. Please fill out attached form and return no later than Thursday, August 21st by 10:00 A.M. Thank You.

Item 1: Basement Lockers

-Remove lockers from basement restroom facility: **Cost savings of \$0.00**

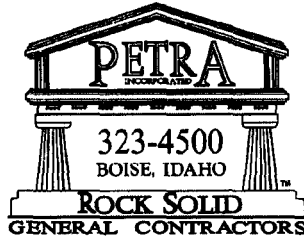
Item 2: Bathroom Accessories

-Remove bathroom accessories from basement restroom facility: **Cost savings of \$0.00**

Item 3: Wire Mesh Partitions

-Remove wire mesh partitions from basement storage facility: **Cost savings of \$0.00**

Item 4: Suggestions



**Meridian City Hall
Value Engineering Breakdown**

From: Adam Johnson **Date:** 8/20/2007
To: Tag **Company:** Schumacher
Fax **Phone**
Number: 208-375-6398 **Number:** _____
Pages (including cover sheet): 1
For: Meridian City Hall Value Engineering Form

Tag,

In follow up to phone conversation, I am trying to document current value engineering options, along with any other suggestions that you might have for the Meridian City Hall project. Please fill out attached form and return no later than Thursday, August 21st by 10:00 A.M. Thank You.


Item 1: Alternate Tile

-Find alternate tile to fit needs of building: **Cost savings of \$0.00**

Item 2: Floor Prep


-Use thin set application vs mud set application for tile areas: **Cost savings of \$8,902.00**

Item 3: Suggestions

	A	B	C	D
1				
2				
3				Meridian City Hall
4	CENTRAL PETRA FOUR			
5			VALUE ENGINEERING OPTIONS	
6				
7	08/13/07			
8	\$	Description		
9				
10		Electrical		
11	\$ 8,000	Change Lighting Controls--Could have LEED point impact.		
12	\$ 7,000	Alternate Light Fixtures & wiring/outlets/fixtures in unassigned areas		
13	\$ 6,000	Delete Heat Tape in Roof Drain Leaders		
14				
15		HVAC		
16	\$ 14,000	Eliminate Extended HVAC Distribution in unassigned areas --10 Units		
17				
18		Plumbing		
19	\$ 4,000	Alternate Fixtures		
20	\$	Alternate Pipe (groove-lock if approved by Mike Wisdom) Labor Savings		
21				
22		Wall & Ceiling Construction		
23	\$ 8,818	Delete unnecessary wall construction and finish in unassigned areas.		
24	\$ 7,000	2x4 vs. 2x2 Ceiling Tile (LEED 2x2 @ .48/SF 60K SF +/-) v. 2x4 Tegalur (T's & Labor Savings)		
25	\$ 25,748	Delete Ceiling Grid and Tile in Unassigned Areas		
26	\$ 2,500	Delete Fry Reglet		
27				
28		Doors & Windows		
29	\$ 3,751	Alternate wood door core vs.. Specified LEED point product of Stave Lumber core doors.		
30	\$ 20,000	Delete amount of interior windows/storefront, replace with solid walls.		
31				
32		Finishes		
33	\$ 230,000	Reduce Casework by 50%		
34	\$ 20,840	Delete Operable Partition		
35	\$ 6,000	Delete Wire Partitions in Basement		
36	\$ 36,780	Delete Access Floor in Unassigned Areas (Labor only is \$8 873.00)		
37	\$ 16,484	Change Access Floor Spec from 1,250 LB tiles to 1,000 LB tiles and still meet specification requirements.		
38	\$ 5,520	Delete wall paint in Support & Storage Rooms 1-6, 12, 17, 106-109, 200-203, 300-303		
39	\$ 1,240	Delete wall paint in Unassigned Areas		
40	\$ 2,500	Alternate for stainless steel, radius glass guardrail and other railings.		
41	\$ 10,000	Alternate Carpet product in similar color scheme (Est by Des Floors, not yet confirmed)		
42	\$ 3,750	Alternate Ceramic Tile Material (Price coming from Schumacher)		
43	\$	Substitute Thin set for Mud set on Lobby Ceramic Tile		
44	\$ 750	Change Window Blind Spec.		
45				
46		FF&E		
47	\$ 6,000	Telecommunications Bid to Budget Savings		
48	\$ 56,500	Reduce the number of Telecom drops from 1,500 to 1000 (TTE/Precom)		
49	\$ 9,744	Audio-Visual Bid to Budget Savings		
50				
51		Other		
52	\$ 105,000	Reduce Petra LEED involvement from applying for Silver vs. Apply for LEED Certified.		
53	\$ 3,400	Delete Lockers in Basement		
54	\$ 15,000	Delete Fixtures and Finishes in basement Restroom and Locker Room Core		
55	\$ 634,302	Total Building Savings		
56	\$ 473,658	Delete Contaminated Soils and Associated CM Fee from Construction Cost, Add to Land Cost.		
57	\$ 1,107,960	Total Project Savings		

Phase III - Value Engineering 08-13-07.xls

PETRA86426

	A	C	D	E	F
1					
2					
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4					
5					
6					
7					
8					
9					
10					
11					
12					
13			Meridian City Hall		
14		Meridian, Idaho			
15		26-Jul-07	VALUE ENGINEERING OPTIONS		
16					
17					
18	\$	Description			
19		Change Window Blind Spec.			
20		Change Lighting Controls			
21		Alternate for stainless steel, radius glass guardrail and other railings.			
22		Alternate type roof-top fan box vs. what is specified, if ME will approve.			
23		Eliminate Access Floor in unassigned areas totaling 7,356 SF (14,122 SF was original unassigned space)			
24		Eliminate Acoustical Ceiling grid and tile in unassigned areas.			
25		Eliminate wall finishes in unassigned areas.			
26		Alternate Carpet product in similar color scheme			
27		Construction Dewatering after raising FFE			
28		Alternate Light Fixtures			
29		Eliminate Extended Electrical Distribution in unassigned areas			
30		Eliminate Extended HVAC Distribution in unassigned areas.			
31		Eliminate Petra LEED involvement			
32		Audio-Visual Bid to Budget			
33		Telecommunications Bid to Budget			
34		Reduce Construction Contingency Budget			
35		Eliminate paint in support and storage rooms, 01, 02, 03,04, 05, 06, 12, 17, 106, 107, 108, 109,			
36		200, 201, 202, 203, 300, 301, 302, 303.			
37					
38					
39					
40					
41					
42					
43	\$	-			
44	\$	- Running Total			



Meridian City Hall



08/13/07

\$	Description
MECHANICAL	
\$ 8,000	Change Lighting Controls--Could have LEED point impact.
\$ 7,000	Alternate Light Fixtures & wiring/outlets/fixtures in unassigned areas
\$ 6,000	Delete Heat Tape in Roof Drain Leaders.
MECHANICAL	
\$ 14,000	Eliminate Extended HVAC Distribution in unassigned areas.--10 Units
MECHANICAL	
\$ 4,000	Alternate Fixtures
	Alternate Pipe (groove-lock if approved by Mike Wisdom) Labor Savings
MECHANICAL	
\$ 6,818	Delete unnecessary wall construction and finish in unassigned areas.
\$ 7,000	2x4 vs. 2x2 Ceiling Tile (LEED 2x2 @ .48/SF 60K SF+/-) v. 2x4 Tegular (T's & Labor Savings)
\$ 25,746	Delete Ceiling Grid and Tile in Unassigned Areas
\$ 2,500	Delete Fry Reglet
MECHANICAL	
\$ 3,751	Alternate wood door core vs.. Specified LEED point product of Stave Lumber core doors.
\$ 20,000	Delete amount of interior windows/storefront, replace with solid walls.
MECHANICAL	
\$ 230,000	Reduce Casework by 50%
\$ 20,840	Delete Operable Partition
\$ 6,000	Delete Wire Partitions in Basement
\$ 36,780	Delete Access Floor in Unassigned Areas (Labor only is \$8,873.00)
\$ 16,464	Change Access Floor Spec from 1,250 LB tiles to 1,000 LB tiles and still meet specification requirements.
\$ 5,520	Delete wall paint in Support & Storage Rooms 1-6, 12, 17, 106-109, 200-203, 300-303
\$ 1,240	Delete wall paint in Unassigned Areas
\$ 2,500	Alternate for stainless steel, radius glass guardrail and other railings.
\$ 10,000	Alternate Carpet product in similar color scheme (Est by Des Floors, not yet confirmed)
\$ 3,750	Alternate Ceramic Tile Material (Price coming from Schumacher)
	Substitute Thin set for Mud set on Lobby Ceramic Tile
\$ 750	Change Window Blind Spec.
MECHANICAL	
\$ 6,000	Telecommunications Bid to Budget Savings
\$ 56,500	Reduce the number of Telecomm drops from 1,500 to 1000 (TTE/Precom)
\$ 9,744	Audio-Visual Bid to Budget Savings
MECHANICAL	
\$ 105,000	Reduce Petra LEED involvement from applying for Silver vs. Apply for LEED Certified.
\$ 3,400	Delete Lockers in Basement
\$ 15,000	Delete Fixtures and Finishes in Basement Restroom and Locker Room Core
\$ 634,302	Total Building Savings
\$ 473,658	Delete Contaminated Soils and Associated CM Fee from Construction Cost, Add to Land Cost.
\$ 1,107,960	Total Project Savings

RFP 20, Item #1

H:\Construction\Projects\2006\Tom\Meridian City Hall\Bidding\Correspondence\Phase III - Value Engineering 08-13-07

Petra93129

EXHIBIT

31

003135



Meridian City Hall



MAINTENANCE ENGINEERING OPTIONS

08/31/07

\$	Description
\$ 8,000	Change Lighting Controls--Could have LEED point impact.
\$ 7,000	Delete Light Fixtures & wiring/outlets/fixtures in unassigned areas, except for Emergency Lighting.
\$ 6,000	Delete Heat Tape in Roof Drain Leaders.
\$ 10,000	Eliminate Extended HVAC Distribution in unassigned areas.--10 Units/Add back simple heaters to keep space at 50 deg (BUDGET)
\$ 844	Standard Flushometer vs. specified
\$ 1,233	Standard 1 Gal/flush urinals vs.. .8 Gal/flush. (LEED ?)
\$ 3,330	Alternate manufacturer for fiberglass showers
\$ 1,490	Fiberglass janitor's sinks in lieu of terrazzo sinks specified.
\$ 4,000	Alternate Pipe (groove-lock if approved by Mike Wisdom) Labor Savings
\$ 14,169	Delete unnecessary wall construction and finish in unassigned areas.
\$ 5,800	2x4 vs. 2x2 : Ceiling Tile meeting LEED Specification in 2x4 Tegular--Second Look (T's & Labor Savings)
\$ 9,695	Delete Ceiling Grid and Tile in Unassigned Areas
\$ 2,500	Delete Fry Reglet
\$ 3,751	Alternate wood door core vs.. Specified LEED point product of Stave Lumber core doors.
\$ 20,000	Delete amount of interior windows/storefront, replace with solid walls. Could impact LEED points for natural light.
\$ 3,622	Delete auto door hardware from door 100 A & 100 C at main entry.
\$ 12,692	Reduce Casework
\$ 45,470	Use P-Lam countertops vs.. Specified solid surface countertops.
\$ -	Possible Cabinet Hardware Options
\$ 20,840	Delete Operable Partition
\$ 23,550	Delete Wire Partitions in Basement
\$ 8,873	Delete Installation of Access Floor in Unassigned Areas (Material & Labor is \$36,780)
\$ 16,464	Change Access Floor Spec from 1,250 LB tiles to 1,000 LB tiles and still meet specification requirements.
\$ 5,520	Delete wall paint in Support & Storage Rooms 1-6, 12, 17, 106-109, 200-203, 300-303
\$ 2,665	Delete wall paint in Unassigned Areas
\$ 2,500	Alternate for stainless steel, radius glass guardrail and other railings.
\$ 9,087	Alternate Carpet Tile Material
\$ -	Alternate Ceramic Tile Material (Price to be confirmed from Schumacher)-Unique Tile, no match found, yet.
\$ 8,992	Substitute Thin set for Mud set on Lobby Ceramic Tile
\$ 750	Change Window Blind Spec.
\$ 6,000	Telecommunications Bid to Budget Savings
\$ 56,560	Reduce the number of Telecomm drops from 1,500 to 1000 (TTE/Precom) *HOLD*
\$ 9,744	Audio-Visual Bid to Budget Savings
\$ 105,000	Reduce Petra LEED involvement from applying for Silver vs. Apply for LEED Certified.
\$ 40,000	Alternate water source for Irrigation and water features.
\$ 60,000	Trash Management and HVAC Modeling for LEED.
\$ 14,450	Delete Lockers in Basement
\$ 1,700	Delete Lockerroom Bath Accessories
\$ 15,000	Delete Plumbing Fixtures in Basement Restroom and Locker Room Core
\$ 5,900	Delete Shower/Restrooms 3rd Floor Fire Dept, Convert to one room, unfinished.(BUDGET)
\$ 177,468	Total Possible Building Savings
\$ 595,237	Delete Contaminated & Unsuitable Soils and Associated CM Fee from Construction Cost, Add to Land Cost. Does not include Fill.
\$ 772,705	Total Possible Project Savings

RFP 20, Item 2



MEETING MINUTES No. 00068

1097 N. ROSARIO STREET • MERIDIAN, ID 83642 • PHONE: (208) 323-4500 • FAX: (208) 323-4507

PROJECT TITLE: Meridian City Hall
LOCATION: Mayor's Conference Rm

MEETING DATE: 8/13/2007
SUBJECT: Mayor's Building Committee

ATTENDED	INITIALS	ATTENDEE NAME	COMPANY NAME
Y	AJ	Adam Johnson	Petra Incorporated
Y	AS	Arthur J. Stevens	Petra Incorporated
Y	GB	Gene Bennett	Petra Incorporated
Y	JA	Jon Anderson	Petra Incorporated
Y	KTG	Keith Bird	City of Meridian
Y	KWT	Keith Watts	City of Meridian
Y	LNG	Lenard Grady	City of Meridian
N	STC	Steve Christensen	LCA Architects, PA
Y	STS	Steve Simmons	LCA Architects, PA
Y	TDW	Tammy de Weerd	City of Meridian
Y	TDB	Ted Baird	City of Meridian
Y	WB	Wes Bettis	Petra Incorporated
Y	WBG	Will Berg	City of Meridian

ITEM	STATUS	STARTED	DUE	BALL IN COURT
00001	OPN			PETRA JA

Construction Update.

7/16/07: Forming south wing footings this week for next week placement. Masons on site, stair towers in progress. All trades currently on schedule, with steel to arrive on site next week.

7/30/07: Grade beam and south wing footings, stair tower at south wing almost complete.

8/13/07: Crane on site, steel will begin this week. North wing in progress

South Parking Lot Cut to Grade up to the Fiber Optic line.

*** (See Schedule)

00002	OPN		LOMARC	STS
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Plaza Plans: Plans being finalized. Bidding will be ready for distribution mid August. City team will do a final verification of plans and specifications prior to release.

LCA needs another copy of the cut sheets on the donated clock from the Mayor.

00003	OPN		7/12/2007	PETRA WB
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Bid Package Status: Tenant Improvement and MEP's Currently out to bid. Bid date is set for June 21, 2:00.

6/4/07, Bid date will be extended in addendum, two dates possible, June 28th, or July 12th. Date will be determined based on feedback from bidders. (Plan distribution log for hard copies attached.)

6/18/07: Bid date will be postponed to July 12, 2007 @ 2:00.

7/2/07: Addendum B will be released today. Addendum includes all A/V and low voltage wiring.

7/12/07: Wes to provide bid result update and summary.

7/30/07: Bid Updates. 2 bid for the security package, A/V had 1 bidder, and did not acknowledge addendum D.

8-13-07: Security package is being revised for re-bid. A/V will be re-bid as well. Keith Watts to confirm final decision on Telecommunications status for acceptance or re-bid. Mayor noted her primary concern focuses on Customer Service after the sale for the phone service carrier.

00004	OPN		CITYMER	TDB
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Ted Baird to work up owner agreements for use of Union Pacific Right Of Way.

4-23-07, Ted still working on Right of Way Usage Agreement. Agreement needed for parking lot area.

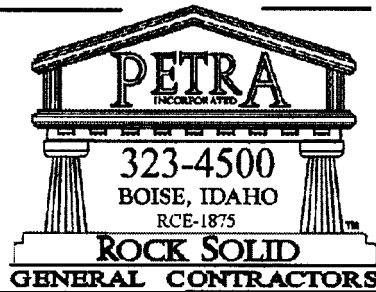
5/14/07: Need update on UPRR Usage Agreement. Petra needs agreement in place prior to construction activities.

5/21/07: UPRR agreement needed. Jon is working with fiber optic company that will share the ROW and coordinate for parking lot design and fiber trench depth.

6-4-07: Petra would like to have the agreement in place no later than 6/18/07.

7/30/07: UPRR agreement has been resubmitted for final approval.

08-13-07: No change in status.



MEETING MINUTES
No. 00068

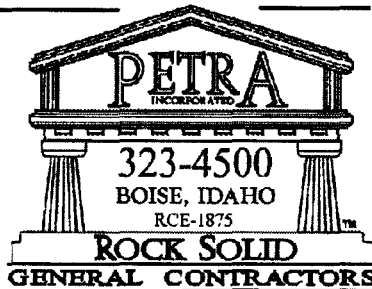
1097 N. ROSARIO STREET • MERIDIAN, ID 83642 • PHONE: (208) 323-4500 • FAX: (208) 323-4507

ITEM	STATUS	STARTED	DUE	BALL IN COURT
00005	OPN		PETRA	WB
Contractor Parking: Petra to make contact with Andrews Upholstery. City feels that Petra may have more success at working up an agreement for parking usage. 7/2/07: No update yet. Hope to have feedback by next meeting. 7/30/07: MJ's working up plan of prep for parking area at Andrews Upholstery. 08-13-07: Estimated costs for making the parking lot usable are in place, and discussions are continuing with Andrews Upholstery to see if a deal can be reached that will work for everybody.				
00006	OPN		PETRA	JA
Timber relocation. Keith Watts to investigate companies that can move timbers to the police station. 7/2/07: Petra will coordinate a moving contractor to relocate timbers and wood materials. 08-13-07: No change in status.				
00007	CLO		PETRA	JA
7/2/07: Idaho Power. Jon has spoken with Idaho Power. Transformers and metering devices will be rolled into the City's monthly power bill, eliminating the up front costs for construction.				
00008	OPN		PETRA	WB
LEED: Brief review of point tallies, what points are attainable, and how the City would like to proceed. Meeting Scheduled to review all LEED information on Monday, 7/11/07, 8:15. 7/30/07: Petra will present LEED in depth to City Council, Aug 7th. 08-13-07: Petra back before Council 8-14-07 for follow-up discussions.				
00009	OPN		MATTES	J K
MTI Report. Jon Kruck with MTI has report submitted to IDEQ, with anticipation of a 'No Further Action'. Report will be forwarded to Petra and the City the end of the week. 7/30/07: IDEQ has application, no verdict on NFA 'No Further Action' approval. 08-13-07: Waiting on IDEQ to get back to town to review report.				
00010	OPN		LOMARC	STC
Time Capsule: Multiple ideas, but overall consensus to include the time capsule within the plaza building/historical structure and incorporate the old cast iron door from the Creamery Stack. LCA to proceed with time capsule designs. 08-13-07: No Change in Status. Details to be in Plaza bid package. City to work on ideas for what to include in the time capsule.				
00011	OPN		CITYMER	TDB
ACHD storm drain. Ted to follow up on letter sent to ACHD for review.				
00012	NEW		PETRA	WB
New Item: 1) Budget Review, 2) Value Engineering Ideas Review, 3) Review of Space use options, redistribution and development of lease space.				
00013	OPN			
Next Meeting August 28, 2007, 8:15 a.m.				

Prepared By: Petra Incorporated

Dated: 5/13/2009

Expedition ®



MEETING MINUTES No. 00071

1097 N. ROSARIO STREET • MERIDIAN, ID 83642 • PHONE: (208) 323-4500 • FAX: (208) 323-4507

PROJECT TITLE: Meridian City Hall

MEETING DATE: 8/27/2007

LOCATION: Mayor's Conference Rm

SUBJECT: Mayor's Building Committee

ATTENDED	INITIALS	ATTENDEE NAME	COMPANY NAME
Y	AJ	Adam Johnson	Petra Incorporated
Y	AS	Arthur J. Stevens	Petra Incorporated
Y	GB	Gene Bennett	Petra Incorporated
Y	JA	Jon Anderson	Petra Incorporated
Y	KTB	Keith Bird	City of Meridian
Y	KWT	Keith Watts	City of Meridian
Y	LNG	Lenard Grady	City of Meridian
N	STC	Steve Christensen	LCA Architects, PA
Y	STS	Steve Simmons	LCA Architects, PA
Y	TDW	Tammy de Weerd	City of Meridian
Y	TDB	Ted Baird	City of Meridian
Y	WB	Wes Betts	Petra Incorporated
Y	WBG	Will Berg	City of Meridian

ITEM	STATUS	STARTED	DUE	BALL IN COURT
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Construction Update.

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7/30/07: Grade beam and south wing footings, stair tower at south wing almost complete.

8/13/07: Crane on site, steel will begin this week. North wing in progress

South Parking Lot Cut to Grade up to the Fiber Optic line.

*** (See Schedule)

00002	OPN			LOMARC STS
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Plaza Plans: Plans being finalized. Bidding will be ready for distribution mid August. City team will do a final verification of plans and specifications prior to release.

LCA needs another copy of the cut sheets on the donated clock from the Mayor.

00003	OPN		7/12/2007	PETRA WB
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Bid Package Status: Tenant Improvement and MEP's Currently out to bid. Bid date is set for June 21, 2:00.

6/4/07, Bid date will be extended in addendum, two dates possible, June 28th, or July 12th. Date will be determined based on feedback from bidders. (Plan distribution log for hard copies attached.)

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7/2/07: Addendum B will be released today. Addendum includes all A/V and low voltage wiring.

7/12/07: Wes to provide bid result update and summary.

7/30/07: Bid Updates. 2 bid for the security package, A/V had 1 bidder, and did not acknowledge addendum D.

8-13-07: Security package is being revised for re-bid. A/V will be re-bid as well. Keith Watts to confirm final decision on Telecommunications status for acceptance or re-bid. Mayor noted her primary concern focuses on Customer Service after the sale for the phone service carrier.

00004	OPN			CITYMER TDB
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Ted Baird to work up owner agreements for use of Union Pacific Right Of Way.

4-23-07, Ted still working on Right of Way Usage Agreement. Agreement needed for parking lot area.

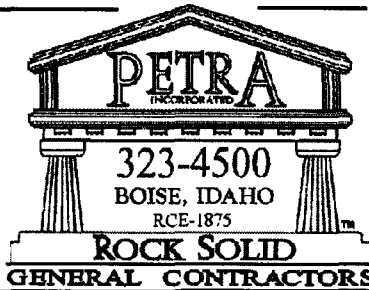
5/14/07: Need update on UPRR Usage Agreement. Petra needs agreement in place prior to construction activities.

5/21/07: UPRR agreement needed. Jon is working with fiber optic company that will share the ROW and coordinate for parking lot design and fiber trench depth.

6-4-07: Petra would like to have the agreement in place no later than 6/18/07.

7/30/07: UPRR agreement has been resubmitted for final approval.

08-13-07: No change in status.



MEETING MINUTES

No. 00071

1097 N. ROSARIO STREET • MERIDIAN, ID 83642 • PHONE: (208) 323-4500 • FAX: (208) 323-4507

ITEM	STATUS	STARTED	DUE	BALL IN COURT
00005	OPN		PETRA	WB
Contractor Parking: Petra to make contact with Andrews Upholstery. City feels that Petra may have more success at working up an agreement for parking usage. 7/2/07: No update yet. Hope to have feedback by next meeting. 7/30/07: MJ's working up plan of prep for parking area at Andrews Upholstery. 08-13-07: Estimated costs for making the parking lot usable are in place, an discussions are continuing with Andrews Upholstery to see if a deal can be reached that will work for everybody.				
00006	OPN		PETRA	JA
Timber relocation. Keith Watts to investigate companies that can move timbers to the police station. 7/2/07: Petra will coordinate a moving contractor to relocate timbers and wood materials. 08-13-07: No change in status.				
00008	OPN		PETRA	WB
LEED: Brief review of point tallies, what points are attainable, and how the City would like to proceed. Meeting Scheduled to review all LEED information on Monday, 7/11/07, 8:15. 7/30/07: Petra will present LEED in depth to City Council, Aug 7th. 08-13-07: Petra back before Council 8-14-07 for follow-up discussions. 9/10/07: Construction Schedule Update. (See Attached)				
00009	OPN		MATTES	J K
MTI Report. Jon Kruck with MTI has report submitted to IDEQ, with anticipation of a 'No Further Action'. Report will be forwarded to Petra and the City the end of the week. 7/30/07: IDEQ has application, no verdict on NFA 'No Further Action' approval. 08-13-07: Waiting on IDEQ to get back to town to review report.				
00010	OPN		LOMARC	STC
Time Capsule: Multiple ideas, but overall consensus to include the time capsule within the plaza building/historical structure and incorporate the old cast iron door from the Creamery Stack. LCA to proceed with time capsule designs. 08-13-07: No Change in Status. Details to be in Plaza bid package. City to work on ideas for what to include in the time capsule.				
00011	OPN		CITYMER	TDB
ACHD storm drain. Ted to follow up on letter sent to ACHD for review.				
00012	OPN		PETRA	WB
New Item: 1) Budget Review, 2) Value Engineering Ideas Review, 3) Review of Space use options, redistribution and development of lease space.				
00013	OPN		PETRA	AJ
Next Meeting September 10, 2007, 8:15 a.m.				

Prepared By: Petra Incorporated

Dated: 5/13/2009

Expedition ©



MEETING MINUTES

No. 00074

1097 N. ROSARIO STREET • MERIDIAN, ID 83642 • PHONE: (208) 323-4500 • FAX: (208) 323-4507

PROJECT TITLE: Meridian City Hall

MEETING DATE: 9/17/2007

LOCATION: Mayor's Conference Rm

SUBJECT: Mayor's Building Committee

ATTENDED	INITIALS	ATTENDEE NAME	COMPANY NAME
Y	AJ	Adam Johnson	Petra Incorporated
Y	AS	Arthur J. Stevens	Petra Incorporated
Y	GB	Gene Bennett	Petra Incorporated
Y	JA	Jon Anderson	Petra Incorporated
Y	KTG	Keith Bird	City of Meridian
Y	KWT	Keith Watts	City of Meridian
N	LNG	Lenard Grady	City of Meridian
Y	STC	Steve Christensen	LCA Architects, PA
N	STS	Steve Simmons	LCA Architects, PA
Y	TDW	Tammy de Weerd	City of Meridian
N	TDB	Ted Baird	City of Meridian
Y	WB	Wes Betts	Petra Incorporated
Y	WBG	Will Berg	City of Meridian

ITEM	STATUS	STARTED	DUE	BALL IN COURT
00001	OPN			PETRA JA

Construction Update.

8/13/07: Crane on site, steel will begin this week. North wing in progress

South Parking Lot Cut to Grade up to the Fiber Optic line.

9/17/07: Main Steel Erection. 1st and 2nd level in place. Steel Moment Welds in progress. 3rd level will be in progress this week. Radius wall is complete. Slab on deck to prep this week. Trades to follow deck placement. Stairs and materials on site, stairs to start end of this week.

*** (See Schedule)

00002	OPN		LOMARC	STS
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Plaza Plans: Plans being finalized. Bidding will be ready for distribution mid August. City team will do a final verification of plans and specifications prior to release.

9/17/07: Plaza Plan Update: LCA to receive electrical drawings 9-18-07. Bid package to be compiled and ready for Mayors Building Committee review the first part of October. Bid to tentatively be sent out Mid October.

00003	OPN		7/12/2007	PETRA WB
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Bid Package Status: Tenant Improvement and MEP's Currently out to bid. Bid date is set for June 21, 2:00.

7/30/07: Bid Updates. 2 bid for the security package, A/V had 1 bidder, and did not acknowledge addendum D.

8-13-07: Security package is being revised for re-bid. A/V will be re-bid as well. Keith Watts to confirm final decision on Telecommunications status for acceptance or re-bid. Mayor noted her primary concern focuses on Customer Service after the sale for the phone service carrier.

9-17-07: Bid packages No. 16 (Audio/Visual) and No. 22 (Security) are out to bid. Current bid date set for September 27th @2:00.

00004	OPN		CITYMER	TDB
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Ted Baird to work up owner agreements for use of Union Pacific Right Of Way.

4-23-07, Ted still working on Right of Way Usage Agreement. Agreement needed for parking lot area.

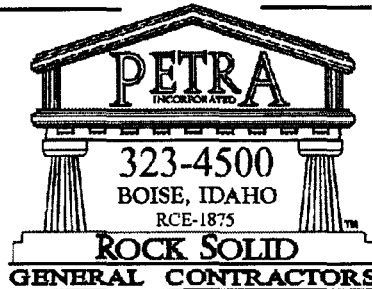
5/14/07: Need update on UPRR Usage Agreement. Petra needs agreement in place prior to construction activities.

5/21/07: UPRR agreement needed. Jon is working with fiber optic company that will share the ROW and coordinate for parking lot design and fiber trench depth.

6-4-07: Petra would like to have the agreement in place no later than 6/18/07.

7/30/07: UPRR agreement has been resubmitted for final approval.

08-13-07: No change in status.



MEETING MINUTES
No. 00074

1097 N. ROSARIO STREET • MERIDIAN, ID 83642 • PHONE: (208) 323-4500 • FAX: (208) 323-4507

ITEM	STATUS	STARTED	DUE	BALL IN COURT
00005	OPN		PETRA	WB
<p>Contractor Parking: Petra to make contact with Andrews Upholstery. City feels that Petra may have more success at working up an agreement for parking usage.</p> <p>7/2/07: No update yet. Hope to have feedback by next meeting.</p> <p>7/30/07: MJ's working up plan of prep for parking area at Andrews Upholstery.</p> <p>08-13-07: Estimated costs for making the parking lot usable are in place, an discussions are continuing with Andrews Upholstery to see if a deal can be reached that will work for everybody.</p> <p>9-17-07: Ted still waiting for final draft</p>				
00006	OPN		PETRA	JA
<p>Timber relocation. Keith Watts to investigate companies that can move timbers to the police station.</p> <p>7/2/07: Petra will coordinate a moving contractor to relocate timbers and wood materials.</p> <p>08-13-07: No change in status.</p>				
00009	OPN		MATTES	J K
<p>MTI Report. Jon Kruck with MTI has report submitted to IDEQ, with anticipation of a 'No Further Action'. Report will be forwarded to Petra and the City the end of the week.</p> <p>7/30/07: IDEQ has application, no verdict on NFA 'No Further Action' approval.</p> <p>08-13-07: Waiting on IDEQ to get back to town to review report.</p> <p>9-17-07: John Kruck to reievew comments from IDEQ, and provide an update accordingly.</p>				
00010	OPN		LOMARC	STC
<p>Time Capsule: Multiple ideas, but overall consensus to include the time capsule within the plaza building/historical structure and incorporate the old cast iron door from the Creamery Stack. LCA to proceed with time capsule designs.</p> <p>08-13-07: No Change in Status. Details to be in Plaza bid package. City to work on ideas for what to include in the time capsule.</p> <p>9-17-07: Time capsule can be addressed upon pre-bid plan review.</p>				
00011	OPN		CITYMER	TDB
<p>ACHD storm drain. Ted to follow up on letter sent to ACHD for review. Jon will check on timeline for work with ACHD inspectors. Update to follow.</p>				
00012	OPN		PETRA	WB
<p>New Item: 1) Budget Review, 2) Value Engineering Ideas Review, 3) Review of Space use options, redistribution and development of lease space.</p> <p>9-17-07: Value Engineering Update appreciated by Council. Council has decided to take only 3 V.E. Ideas. 1) Remove restrooms/showers from Fire Department. 2) Switch to the 2'x4' grids vs. the 2'x2' tiles specified. 3) Proceed with revised</p>				
00013	OPN		PETRA	AJ
<p>Next Meeting October 1, 2007, 8:15 a.m.</p>				

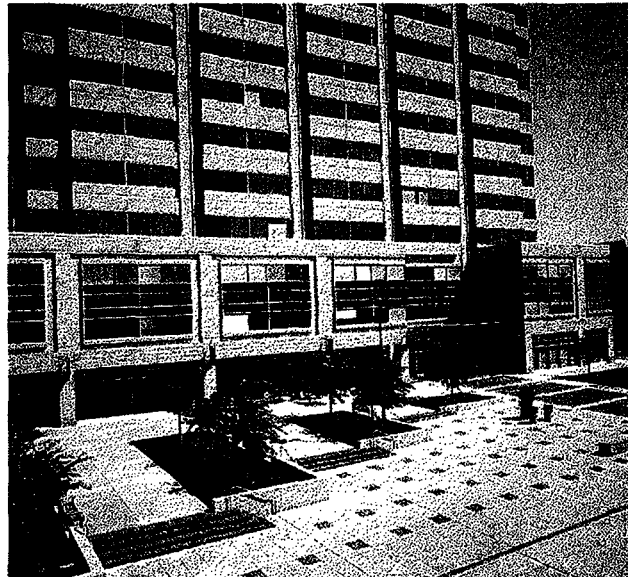
Prepared By: Petra Incorporated

Dated: 5/13/2009

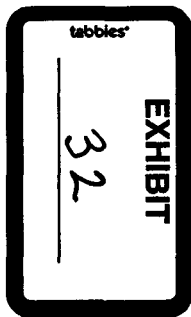
Expedition •

Item #30
Value Engineering

Meridian City Hall Project



Building Program



003143

PETRA60737

LCA Architects

LCA # 06016.01

Revised: August 16, 2006

Meridian City Hall	Summary
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NO OF 2025		
SPACE	Total GSF	REMARKS
Entry Function	2625	
Building Support	12338	
Mayor & Council	7281	
City Administration	3750	
Finance	5313	
City Attorney & HR	4013	
Information Technology	5525	
Planning	5363	
Public Works & Building	12706	
Parks & Recreation	2381	
Fire Administration	3381	
Historical Society	2875	
Ada County	0	
Valleyride	0	
Staff Support	1000	
Total	67,550	

TOTAL GROSS SQUARE FEET (GSF)

Meridian City Hall Department: Staff Support

SPACE	SPACES STD.	NO OF 2025		REMARKS
		SPACES	TOTAL NSF	
Staff Restrooms	250	2	500	Men and Women with Lockers
Staff Breakroom & Showers	300	1	300	Cabinets, vending, Sink

TOTAL NET SQUARE FEET (NSF) 800

TOTAL DEPT. GROSS SQUARE FEET (x 1.25) 1000

003145

PETRA60739

Meridian City Hall Department: Valley Ride

SPACE	SPACES STD.	NO OF 2025		REMARKS
		SPACES	TOTAL NSF	
Valleyride	0	1	0	

TOTAL NET SQUARE FEET (NSF) 0

TOTAL DEPT. GROSS SQUARE FEET (x 1.25) 0

Meridian City Hall Department: Ada County

SPACE	SPACES STD.	NO OF 2025		REMARKS
		SPACES	TOTAL NSF	
Motor Vehicles	0	1	0	

TOTAL NET SQUARE FEET (NSF) 0

TOTAL DEPT. GROSS SQUARE FEET (x 1.25) 0

003147

PETRA60741

Meridian City Hall Department: Historical Society

SPACE	SPACES STD.	NO OF 2025		REMARKS
		SPACES	TOTAL NSF	
Display Area	500	1	500	
Office/Patron Area	300	1	300	
Storage	1500	1	1500	

TOTAL NET SQUARE FEET (NSF) 2300

TOTAL DEPT. GROSS SQUARE FEET (x 1.25) 2875

003148

PETRA60742

Meridian City Hall Department:

Fire Administration

SPACE	Existing Staff Positions 2006	SPACES STD.	NO OF 2025	
			SPACES	TOTAL NSF
Fire Chief	1	225	1	225
Deputy Chief - Training	1	150	1	150
Deputy Chief - Prevention	1	150	1	150
Deputy Chief - EMS	1	150	1	150
Fire Inspector	1	150	2	300
Training Officer		200	1	200
Battalion Chief		150	1	150
Public Education	1	150	1	150
Administrative Assistant/Reception	1	200	1	200
Administrative Assistant		100	1	150
Clerical	1	100	1	150
Shower Facilities		250	1	250
File/Storage		150	1	150
Conference Room (15-20)		300	1	300
Coffee Bar		30	1	30
	8			

TOTAL NET SQUARE FEET (NSF) 2705

TOTAL DEPT. GROSS SQUARE FEET (x 1.25) 3381

003149

PETRA60743

Chief Ron Anderson

REMARKS
Office - Needs Privacy/meeting table for 4
Office
Office - Needs Privacy (1 to have space to review plans)
Office
Storage for tapes, equipment, library
includes reception/work area.
Men's & Women's for clean up after response
With sink

003150

PETRA60744

Meridian City Hall Department:

Parks & Recreation

SPACE	Existing Staff Positions 2006	SPACES STD.	NO OF 2025	
			SPACES	TOTAL NSF
Director	1	225	1	225
Administrative Assistant	1	125	1	125
Parks Superintendent	1	150	1	150
Recreation Superintendent	1	150	1	150
Recreation Supervisor	1	120	1	120
Recreation Coordinator		100	1	100
Office Assistant	1	200	1	200
Office Assistant		100	1	100
Intern		100	1	100
Park Planner		125	1	125
Work Room		150	1	150
Storage Plan/Review		200	1	200
Conference Room (6-8)		160	1	160
	6			

TOTAL NET SQUARE FEET (NSF) 1905

TOTAL DEPT. GROSS SQUARE FEET (x 1.25) 2381

003151

PETRA60745

Meridian City Hall Department:

Public Works & Building Dept.

SPACE	Existing Staff Positions 2006	SPACES STD.	NO OF 2025	
			SPACES	TOTAL NSF
Administration				
Public Works Director	1	225	1	225
City Engineer	1	180	1	180
Exec. Assistant	1	125	1	125
Environmental Planner		125	1	125
Community Relations		125	1	125
Graphics Design/Web Tech		125	1	125
Safety Director		125	1	125
Dept. Spec. Supervisor	1	400	1	400
Dept. Spec Engineering	2	100	2	200
P/T Dept. Spec. Engineering		100	1	100
	6			
Engineering Division				
Asst. City Engineer		150	1	150
Staff Engineer	3	150	4	600
P/T Staff Engineer	1	125	1	125
Engineering Tech. III		125	1	125
Engineering Tech. II		125	2	250
Engineering Tech. I	1	125	1	125
Project Site Representative	1	125	1	125
GIS Manager	1	150	1	150
GIS Analyst	1	125	1	125
GIS Tech		125	2	250
SCADA Tech		125	1	125
Streetlight Coord.		100	1	100
Streetlight Tech.		100	1	100
	8			
Plan Review				
Development Svcs. Mgr.	1	150	1	150
Development Svcs. Coord.	1	125	1	125
Development Analyst II	2	125	2	250
Development Analyst I	1	125	2	250
	5			

003153

PETRA60747

06016-01 P01 080106 SSdt (2).xls

Bldg./Permit				
Dept. Spec Bldg.-Permit Clerk	2	100	2	200
Senior Dept. Spec. Bldg.	1	100	1	100
P/T Dept Spec. Bldg.		100	1	100
Bldg. Coord.	1	80	1	80
Building Official	1	125	1	125
Building Inspector	2	125	2	250
Trade Inspectors	12	60	14	840
Fire Code Inspector	1	125	1	125
Fire Code Inspector		60	1	60
	20			
Inspectors - 1 Hr. Day				
Sewer/Water Inspector II	2	125	2	250
Sewer/Water Inspector I	2	125	4	500
	4			
	43			
Support Spaces				
Conference Room/Training		400	1	400
Conference Room		125	2	250
Plan Vault/Building		300	1	300
Plan Vault/Engineer		200	1	200
GIS Server Room		100	1	100
Building Support Space		300	1	300
File Storage Engineer		300	1	200
File Storage Building/Permitting				200
Engineer Library		200	1	200
Engineering Support Space		500	1	500
Coffee Bar/Sink		30	1	30
Break Room		0	0	0

TOTAL NET SQUARE FEET (NSF) 10165

TOTAL DEPT. GROSS SQUARE FEET (x 1.25) 12706

Brad Watson

[illegible]

Meridian City Hall Department:

Planning

Anna Borchers Canning

SPACE	Existing Staff Positions 2006	SPACES STD.	NO OF 2025		REMARKS
			SPACES	TOTAL NSF	
Planning Directory/Zoning Admin.	1	225	1	225	Office with wall space and conference area
Administrative Assistant	1	400	1	400	Includes waiting/reception area
Receptionist		100	1	100	
Library/File Management		100	1	100	
Planning Intern	1	50	1	50	desk, computer and phone
	3				
Current Planning Division					
Manager	1	150	1	150	Office (Wall space)
Principal Planner		150	1	150	Office (Wall space)
Associate Planners	3	125	4	500	Office (Wall space)
Assistant Planners	2	100	3	300	Office (Wall space)
Associate (Front Counter)		125	1	125	
Assistant (Building Permit Review)		100	1	100	
Counter/Assembly Area		115	1	115	
	6				
Other Current Planning Considerations					
Design Review Staff					
Principal	1	150	1	150	Office (Wall space)
Associate	0	125	1	125	
Associate (Needed if Commission)	0	125	1	125	
	1				
Comprehensive Planning Division					
Manager	1	150	1	150	Office (Wall space)
Principal		250	1	150	
Associates	1	150	2	300	
	2				
Other Considerations					
Community Development Services Director		250	1	250	Office
Historic Preservation Associate	0	125	1	125	
Affordable Housing Associate	0	125	1	125	
Other Community Development Assoc.	0	125	1	125	
Transportation	0	125	1	125	
	12				

TOTAL NET SQUARE FEET (NSF) 4290

003157

PETRA60751

TOTAL DEPT. GROSS SQUARE FEET (x 1.25) 5363

06016-01 P01 080106 SSdt (2).xls

PETRA60752

003158

Meridian City Hall Department:

Information Technology

SPACE	Existing Staff Positions 2006	SPACES STD.	NO OF 2025	
			SPACES	TOTAL NSF
Director	1	225	1	225
Development/Programming Manager		125	1	125
Systems Network Manager		125	1	125
Programmers	1	125	5	625
Programmers (Future)		125	4	500
Network Support	2	125	5	625
Network Support (Future)		125	3	375
	4			
Shared Work Room (Fax, copier)		200	1	200
Server Room		400	1	400
Computer Staging Area		500	1	500
Conference Room		300	1	300
Training Lab		300	1	300
File Room		120	1	120

TOTAL NET SQUARE FEET (NSF) 4420

TOTAL DEPT. GROSS SQUARE FEET (x 1.25) 5525

003159

PETRA60753

Terry Paternoster

REMARKS
Office
Temperature controlled with Access Floor

Meridian City Hall Department:

City Attorney & Human Resources

SPACE	Existing Staff Positions 2006	SPACES STD.	NO OF 2025	
			SPACES	TOTAL NSF
City Attorney/HR Director	1	225	1	225
Deputy Attorneys	2	125	5	625
Paralegal/legal Secretary	1	100	3	300
Paralegal and/or legal Secretary		100	2	200
Human Resources Specialist	1	100	1	100
Human Resources Analyst	1	150	1	150
Human Resources Analyst		100	2	200
Clerical	1	100	2	200
Intern Work Space		100	1	100
File Storage		500	1	500
Conference (6-8)		160	1	160
Conference (10-15)/Library		250	1	250
Training Area		200	1	200
	7			

TOTAL NET SQUARE FEET (NSF) 3210

TOTAL DEPT. GROSS SQUARE FEET (x 1.25) 4013

003161

PETRA60755

Bill Nary

REMARKS
Office
Offices
Office
Office
Office
Combined space (attorney/hr)
Can be shared space

003162

PETRA60756

Meridian City Hall Department:

Financial Management

Stacy Kilchenmann

SPACE	Existing Staff Positions 2006	SPACES STD.	NO OF 2025		REMARKS
			SPACES	TOTAL NSF	
CFO	1	225	1	225	Office
Accounting Manager	1	150	1	150	Office
Accountant	1	125	3	375	
Grant Specialist		100	1	100	
Printers		50	2	100	
Accounting Specialist	2	100	4	400	
Purchasing Manager	1	150	1	150	Office
Purchasing/Admin. Asst.		100	1	100	
Billing/Cash Manager	1	150	1	150	Office
Supervisor	1	100	2	200	If we are going to have central receipting area for all payments need to plan for that.
Billing	4	100	3	300	Remember to leave room in common areas for printers - file cabinets.
Cashier		100	5	500	
Need Lobby Area/Counter		400	1	400	
Vault		100	1	100	
File Room		500	1	500	
Work Room		250	1	250	fax, copier, counter, cabinets
Conference (6-8)		250	1	250	
	12				

TOTAL NET SQUARE FEET (NSF) 4250

TOTAL DEPT. GROSS SQUARE FEET (x 1.25) 5313

003163

PETRA60757

Meridian City Hall Department:

City Administration

Will Berg

SPACE	Existing Staff Positions 2006	SPACES STD.	NO OF 2025	
			SPACES	TOTAL NSF
City Clerk	1	225	1	225
Deputy Clerks	2	150	2	300
Department Specialist	3	125	4	500
Reception	1	300	1	300
Work Room		400	1	400
Record Storage		500	1	500
Library/Conference		225	1	225
Archived Storage		400	1	400
Records Examination Area		150	1	150
Conference Room		300	0	0
	7			

TOTAL NET SQUARE FEET (NSF) 3000

TOTAL DEPT. GROSS SQUARE FEET (x 1.25) 3750

003164

PETRA60758

REMARKS
Office, small conference area, closet/file, cabinets
Office
includes waiting area and kiosks for terminals
files, postage, closet
Attorney space requirement
basement
Share with Mayor's Office

Meridian City Hall Department:

Mayor & City Council

Tammy De We

SPACE	Existing Staff Positions 2006	SPACES STD.	NO OF 2025	
			SPACES	TOTAL NSF
Mayor	1	400	1	400
Exec. Admin. Assist.	1	125	1	125
Admin. Assist./Waiting		500	1	500
Receptionist/Scheduler		100	1	100
Economic Development	2	140	2	280
Communications		125	1	125
Youth Programs	1	125	1	125
Council Chambers(conf. Room and Offices)		3000	1	3000
Council Workroom		600	1	600
Conference (10-15)		250	1	250
Conference (6-8)		120	1	120
Storage		200	1	200
	5			

TOTAL NET SQUARE FEET (NSF) 5825

TOTAL DEPT. GROSS SQUARE FEET (x 1.25) 7281

003166

PETRA60760

ærd

REMARKS
Office, conf. area
Intern work space
Office
could be in H/R Area
Anticipate 9 council seats/seating for 150-200 (flex)
Executive Session/Pre-Council/share with City Adm.
Share with City Adm.

003167

PETRA60761

Meridian City Hall Department: Building Support

SPACE	SPACES STD.	NO OF 2025		REMARKS
		SPACES	TOTAL NSF	
General Receiving w/dock	300	1	300	
General Building Support/Storage	300	1	300	
Janitors Closets 3 within bldg.	50	3	150	
Computer/Telephone Room	200	1	200	
Mail/Processing/Supply Room	120	1	120	
Network/Telecom Closet	100	4	400	Must be one on each floor - This assumes 4 floors.
Building Services	8000	1	8000	mech., elec., gen. storage, elevators
E.O.C. Room/Training Room	400	1	400	to be in basement

TOTAL NET SQUARE FEET (NSF) 9870

TOTAL DEPT. GROSS SQUARE FEET (x 1.25) 12338

003168

PETRA60762

Meridian City Hall Department: Entry Functions

SPACE	SPACES STD.	NO OF 2025		REMARKS
		SPACES	TOTAL NSF	
Entrance Vestibule	200	1	200	
Lobby/Gathering	450	1	450	Information Desk & Kiosk
Public Restrooms	450	1	450	
Multi-purpose Room	1000	1	1000	

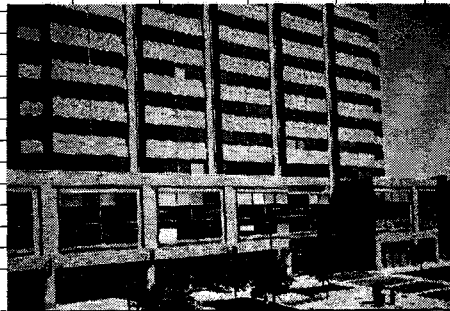
TOTAL NET SQUARE FEET (NSF) 2100

TOTAL DEPT. GROSS SQUARE FEET (x 1.25) 2625


From: Steve Christiansen
Sent: Monday, March 02, 2009 10:28 AM
To: Gene Bennett; Tom Coughlin
Subject: MCH Program Documents
Attachments: 06016-01 P01 080106 SSdt.xls; 06016-01 Program with staff 062507 SSdt.xls; Owner's Original Program 072406.xls; Dept. Comparisons vs. final design.xls

Attached are program documents that were reviewed by the City.
Let me know if you need anything else.
Thanks,
Steve

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003171

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30					Bui ldin g Pro gra m					

	A	B	C	D	E
1	Meridian City Hall	Department:	Entry Functions		
2					
3			NO OF 2025		
4	SPACE	SPACES STD.	SPACES	TOTAL NSF	REMARKS
5	Entrance Vestibule	200	1	200	
6	Lobby/Gathering	450	1	450	Information Desk & Kiosk
7	Public Restrooms	450	1	450	
8	Multi-purpose Room	1000	1	1000	
9					
10					
11					
12					
13		TOTAL NET SQUARE FEET (NSF)		2100	
14					
15		TOTAL DEPT. GROSS SQUARE FEET (x 1.25)		2625	

003173

	A	B	C	D	E
1	Meridian City Hall Department:	Building Support			
2					
3			NO OF 2025		
4	SPACE	SPACES STD.	SPACES	TOTAL NSF	REMARKS
5	General Receiving w/dock	300	1	300	
6	General Building Support/Storage	300	1	300	
7	Janitors Closets 3 within bldg.	50	3	150	
8	Computer/Telephone Room	200	1	200	
9	Mail/Processing/Supply Room	120	1	120	
10	Network/Telecom Closet	100	4	400	Must be one on each floor - This assumes 4 floors.
11	Building Services	8000	1	8000	mech., elec., gen. storage, elevators
12					
13	E.O.C. Room/Training Room	400	1	400	to be in basement
14					
15					
16		TOTAL NET SQUARE FEET (NSF)		9870	
17					
18		TOTAL DEPT. GROSS SQUARE FEET (x 1.25)		12338	

003174

	A	B	C	D	E	F
1	Meridian City Hall Department:		Mayor & City Council		Tammy De Weerd	
2						
3		Existing Staff		NO OF 2025		
4	SPACE	Positions 2006	SPACES STD.	SPACES	TOTAL NSF	REMARKS
5	Mayor	1	400	1	400	Office, conf. area
6	Exec. Admin. Assist.	1	125	1	125	
7	Admin. Assist./Waiting		500	1	500	Intern work space
8	Receptionist/Scheduler		100	1	100	
9	Economic Development	2	140	2	280	Office
10	Communications		125	1	125	
11	Youth Programs	1	125	1	125	could be in H/R Area
12	Council Chambers(conf. Room and Offices)		3000	1	3000	Anticipate 9 council seats/seating for 150-200 (flex)
13	Council Workroom		600	1	600	
14	Conference (10-15)		250	1	250	Executive Session/Pre-Council/share with City Adm.
15	Conference (6-8)		120	1	120	Share with City Adm.
16	Storage		200	1	200	
17		5				
18						
19			TOTAL NET SQUARE FEET (NSF)		5825	
20						
21			TOTAL DEPT. GROSS SQUARE FEET (x 1.25)		7281	

003175

	A	B	C	D	E	F
1	Meridian City Hall	Department:	City Administration		Will Berg	
2						
3		Existing Staff		NO OF 2025		
4	SPACE	Positions 2006	SPACES STD.	SPACES	TOTAL NSF	REMARKS
5	City Clerk	1	225	1	225	Office, small conference area, closet/file, cabinets
6	Deputy Clerks	2	150	2	300	Office
7	Department Specialist	3	125	4	500	
8	Reception	1	300	1	300	includes waiting area and kiosks for terminals
9	Work Room		400	1	400	files, postage, closet
10	Record Storage		500	1	500	
11	Library/Conference		225	1	225	Attorney space requirement
12	Archived Storage		400	1	400	basement
13	Records Examination Area		150	1	150	
14	Conference Room		300	0	0	Share with Mayor's Office
15		7				
16						
17						
18			TOTAL NET SQUARE FEET (NSF)		3000	
19						
20			TOTAL DEPT. GROSS SQUARE FEET (x 1.25)		3750	

003176

	A	B	C	D	E	F
1	Meridian City Hall Department:		Financial Management			Stacy Kilchenmann
2						
3		Existing Staff		NO OF 2025		
4	SPACE	Positions 2006	SPACES STD.	SPACES	TOTAL NSF	REMARKS
5	CFO	1	225	1	225	Office
6	Accounting Manager	1	150	1	150	Office
7	Accountant	1	125	3	375	
8	Grant Specialist		100	1	100	
9	Printers		50	2	100	
10	Accounting Specialist	2	100	4	400	
11	Purchasing Manager	1	150	1	150	Office
12	Purchasing/Admin. Asst.		100	1	100	
13	Billing/Cash Manager	1	150	1	150	Office
14	Supervisor	1	100	2	200	if we are going to have central receipting area for all payments need to plan for that. Remember to leave room in common areas for printers - file cabinets.
15	Billing	4	100	3	300	
16	Cashier		100	5	500	
17	Need Lobby Area/Counter		400	1	400	
18	Vault		100	1	100	
19	File Room		500	1	500	
20	Work Room		250	1	250	fax, copier, counter, cabinets
21	Conference (6-8)		250	1	250	
22		12				
23						
24			TOTAL NET SQUARE FEET (NSF)		4250	
25						
26			TOTAL DEPT. GROSS SQUARE FEET (x 1.25)		5313	

003177

	A	B	C	D	E	F
1	Meridian City Hall Department:		City Attorney & Human Resources			Bill Nary
2						
3		Existing Staff		NO OF 2025		
4	SPACE	Positions 2006	SPACES STD.	SPACES	TOTAL NSF	REMARKS
5	City Attorney/HR Director	1	225	1	225	Office
6	Deputy Attorneys	2	125	5	625	Offices
7	Paralegal/legal Secretary	1	100	3	300	
8	Paralegal and/or legal Secretary		100	2	200	
9	Human Resources Specialist	1	100	1	100	Office
10	Human Resources Analyst	1	150	1	150	Office
11	Human Resources Analyst		100	2	200	Office
12	Clerical	1	100	2	200	
13	Intern Work Space		100	1	100	
14	File Storage		500	1	500	Combined space (attorney/hr)
15	Conference (6-8)		160	1	160	
16	Conference (10-15)/Library		250	1	250	
17	Training Area		200	1	200	Can be shared space
18						
19						
20		7				
21						
22			TOTAL NET SQUARE FEET (NSF)		3210	
23						
24			TOTAL DEPT. GROSS SQUARE FEET (x 1.25)		4013	

003178

	A	B	C	D	E	F
1	Meridian City Hall Department:		Information Technology			Terry Paternoster
2						
3		Existing Staff		NO OF 2025		
4	SPACE	Positions 2006	SPACES STD.	SPACES	TOTAL NSF	REMARKS
5	Director	1	225	1	225	Office
6	Development/Programming Manager		125	1	125	
7	Systems Network Manager		125	1	125	
8	Programmers	1	125	5	625	
9	Programmers (Future)		125	4	500	
10	Network Support	2	125	5	625	
11	Network Support (Future)		125	3	375	
12		4				
13						
14	Shared Work Room (Fax, copier)		200	1	200	
15	Server Room		400	1	400	Temperature controlled with Access Floor
16	Computer Staging Area		500	1	500	
17	Conference Room		300	1	300	
18	Training Lab		300	1	300	
19	File Room		120	1	120	
20						
21			TOTAL NET SQUARE FEET (NSF)		4420	
22						
23			TOTAL DEPT. GROSS SQUARE FEET (x 1.25)		5525	

003179

	A	B	C	D	E	F
1	Meridian City Hall Department:		Planning			Anna Borchers Canning
2						
3		Existing Staff		NO OF 2025		
4	SPACE	Positions 2006	SPACES STD.	SPACES	TOTAL NSF	REMARKS
5	Planning Directory/Zoning Admin.	1	225	1	225	Office with wall space and conference area
6	Administrative Assistant	1	400	1	400	Includes waiting/reception area
7	Receptionist		100	1	100	
8	Library/File Management		100	1	100	
9	Planning Intern	1	50	1	50	desk, computer and phone
10		3				
11	Current Planning Division					
12	Manager	1	150	1	150	Office (Wall space)
13	Principal Planner		150	1	150	Office (Wall space)
14	Associate Planners	3	125	4	500	Office (Wall space)
15	Assistant Planners	2	100	3	300	Office (Wall space)
16	Associate (Front Counter)		125	1	125	
17	Assistant (Building Permit Review)		100	1	100	
18	Counter/Assembly Area		115	1	115	
19		6				
20	Other Current Planning Considerations					
21	Design Review Staff					
22	Principal	1	150	1	150	Office (Wall space)
23	Associate	0	125	1	125	
24	Associate (Needed if Commission)	0	125	1	125	
25		1				
26	Comprehensive Planning Division					
27	Manager	1	150	1	150	Office (Wall space)
28	Principal		250	1	150	
29	Associates	1	150	2	300	
30		2				
31	Other Considerations					
32	Community Development Services Director				225	Office
33	Historic Preservation Associate	0	125	1	125	
34	Affordable Housing Associate	0	125	1	125	
35	Other Community Development Assoc.	0	125	1	125	
36	Transportation	0	125	1	125	
37						
38		12				
39						
40						
41			TOTAL NET SQUARE FEET (NSF)		4290	
42						
43			TOTAL DEPT. GROSS SQUARE FEET (x 1.25)		5363	

	A	B	C	D	E	F
1	Meridian City Hall Department:		Public Works & Building Dept.			Brad Watson
2						
3		Existing Staff		NO OF 2025		
4	SPACE	Positions 2006	SPACES STD.	SPACES	TOTAL NSF	REMARKS
5	Administration					
6	Public Works Director	1	225	1	225	Office
7	City Engineer	1	180	1	180	Office
8	Exec. Assistant	1	125	1	125	
9	Environmental Planner		125	1	125	
10	Community Relations		125	1	125	
11	Graphics Design/Web Tech		125	1	125	
12	Safety Director		125	1	125	
13	Dept. Spec. Supervisor	1	400	1	400	Includes front counter
14	Dept. Spec Engineering	2	100	2	200	
15	P/T Dept. Spec. Engineering		100	1	100	
16		6				
17	Engineering Division					
18	Aset. City Engineer		150	1	150	Office
19	Staff Engineer	3	150	4	600	
20	P/T Staff Engineer	1	125	1	125	
21	Engineering Tech. III		125	1	125	
22	Engineering Tech. II		125	2	250	
23	Engineering Tech. I	1	125	1	125	
24	Project Site Representative	1	125	1	125	
25	GIS Manager	1	150	1	150	
26	GIS Analyst	1	125	1	125	
27	GIS Tech		125	2	250	
28	SCADA Tech		125	1	125	
29	Streetlight Coord.		100	1	100	
30	Streetlight Tech.		100	1	100	
31		8				
32	Plan Review					
33	Development Svcs. Mgr.	1	150	1	150	Office
34	Development Svcs. Coord.	1	125	1	125	
35	Development Analyst II	2	125	2	250	
36	Development Analyst I	1	125	2	250	
37		5				

003181

	A	B	C	D	E	F
38	Bldg./Permit					
39	Dept. Spec Bldg.-Permit Clerk	2	100	2	200	
40	Senior Dept. Spec. Bldg.	1	100	1	100	
41	P/T Dept Spec. Bldg.		100	1	100	
42	Bldg. Coord.	1	80	1	80	
43	Building Official	1	125	1	125	
44	Building Inspector	2	125	2	250	
45	Trade Inspectors	12	60	14	840	Space divided into 3 to 4 shared spaces.
46	Fire Code Inspector	1	125	1	125	
47	Fire Code Inspector		60	1	60	
48		20				
49	Inspectors - 1 Hr. Day					
50	Sewer/Water Inspector II	2	125	2	250	
51	Sewer/Water Inspector I	2	125	4	500	
52		4				
53		43				
54	Support Spaces					
55	Conference Room/Training		400	1	400	
56	Conference Room		125	2	250	
57	Plan Vault/Building		300	1	300	
58	Plan Vault/Engineer		200	1	200	
59	GIS Server Room		100	1	100	
60	Building Support Space		300	1	300	
61	File Storage Engineer		300	1	200	
62	File Storage Building/Permitting				200	
63	Engineer Library		200	1	200	
64	Engineering Support Space		500	1	500	
65	Coffee Bar/Sink		30	1	30	
66	Break Room		0	0	0	See Public/Lobby/Support for 2005-2025
67						
68			TOTAL NET SQUARE FEET (NSF)		10165	
69						
70			TOTAL DEPT. GROSS SQUARE FEET (x 1.25)		12706	

003182

	A	B	C	D	E	F
1	Meridian City Hall	Department:	Parks & Recreation			Doug Strong
2						
3		Existing Staff		NO OF 2025		
4	SPACE	Positions 2006	SPACES STD.	SPACES	TOTAL NSF	REMARKS
5	Director	1	225	1	225	Office
6	Administrative Assistant	1	125	1	125	
7	Parks Superintendent	1	150	1	150	
8	Recreation Superintendent	1	150	1	150	
9	Recreation Supervisor	1	120	1	120	
10	Recreation Coordinator		100	1	100	
11	Office Assistant	1	200	1	200	includes waiting/reception
12	Office Assistant		100	1	100	
13	Intern		100	1	100	
14	Park Planner		125	1	125	
15	Work Room		150	1	150	
16	Storage Plan/Review		200	1	200	
17	Conference Room (6-8)		160	1	160	
18						
19		6				
20						
21			TOTAL NET SQUARE FEET (NSF)		1905	
22						
23			TOTAL DEPT. GROSS SQUARE FEET (x 1.25)		2381	

	A	B	C	D	E	F
1	Meridian City Hall Department:		Fire Administration			Chief Ron Anderson
2						
3		Existing Staff		NO OF 2025		
4	SPACE	Positions 2006	SPACES STD.	SPACES	TOTAL NSF	REMARKS
5	Fire Chief	1	225	1	225	Office - Needs Privacy/meeting table for 4
6	Deputy Chief - Training	1	150	1	150	Office
7	Deputy Chief - Prevention	1	150	1	150	Office - Needs Privacy (1 to have space to review plans)
8	Deputy Chief - EMS	1	150	1	150	Office
9	Fire Inspector	1	150	2	300	
10	Training Officer		200	1	200	Storage for tapes, equipment, library
11	Battalion Chief		150	1	150	
12	Public Education	1	150	1	150	
13	Administrative Assistant/Reception	1	200	1	200	includes reception/work area.
14	Administrative Assistant		100	1	150	
15	Clerical	1	100	1	150	
16	Shower Facilities		250	1	250	Men's & Women's for clean up after response
17	File/Storage		150	1	150	
18	Conference Room (15-20)		300	1	300	
19	Coffee Bar		30	1	30	With sink
20		8				
21						
22			TOTAL NET SQUARE FEET (NSF)		2705	
23						
24			TOTAL DEPT. GROSS SQUARE FEET (x 1.25)		3381	

003184

	A	B	C	D	E
1	Meridian City Hall	Department: Valley Ride			
2					
3			NO OF 2025		
4	SPACE	SPACES STD.	SPACES	TOTAL NSF	REMARKS
5	Valleyride	0	1	0	
6					
7					
8					
9					
10	TOTAL NET SQUARE FEET (NSF)			0	
11					
12	TOTAL DEPT. GROSS SQUARE FEET (x 1.25)			0	

003187

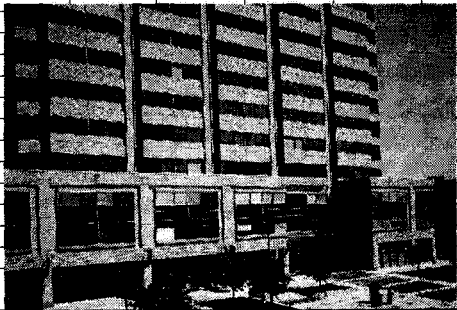
	A	B	C	D	E
1	Meridian City Hall	Department: Staff Support			
2					
3					
4	SPACE	SPACES STD.	NO OF 2025 SPACES	TOTAL NSF	REMARKS
5	Staff Restrooms	250	2	500	Men and Women with Lockers
6	Staff Breakroom & Showers	300	1	300	Cabinets, vending, Sink
7					
8					
9					
10				800	
11					
12				1000	


003188

	A	B	C
1	Mendian City Hall	Summary	
2			
3		NO OF 2025	
4	SPACE	Total GSF	REMARKS
5	Entry Function	2625	
6	Building Support	12338	
7	Mayor & Council	7281	
8	City Administration	3750	
9	Finance	5313	
10	City Attorney & HR	4013	
11	Information Technology	5525	
12	Planning	5363	
13	Public Works & Building	12706	
14	Parks & Recreation	2381	
15	Fire Administration	3381	
16	Historical Society	2875	
17	Ada County	0	
18	Valleyride	0	
19	Staff Support	1000	
20	Total	67,550	
21			
22			
23			
24			
25			
26			
27			
28			
29			
30	TOTAL GROSS SQUARE FEET (GSF)		
31			
32			

003190

	A	B	C	D	E	F	G	H	I	J
1										
2										
3										
				Me rid ian Cit y Ha ll Pr oje ct						
4										
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6										
7										
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14										
15										
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18										
19										
20										
21										



	A	B	C	D	E	F	G	H	I	J
22										
23										
24										
25										
26										
27										
28										
29										
					Building Program					
30										

	A	B	C	D	E
1	Meridian City Hall	Department:	Entry Functions		
2					
3			NO OF 2025		
4	SPACE	SPACES STD.	SPACES	TOTAL NSF	REMARKS
5	Entrance Vestibule	200	1	200	
6	Lobby/Gathering	450	1	450	Information Desk & Kiosk
7	Public Restrooms	450	1	450	
8	Multi-purpose Room	1000	1	1000	
9					
10					
11					
12					
13	TOTAL NET SQUARE FEET (NSF)			2100	
14					
15	TOTAL DEPT. GROSS SQUARE FEET (x 1.25)			2625	

003192

	A	B	C	D	E
1	Meridian City Hall Department:	Building Support			
2					
3			NO OF 2025		
4	SPACE	SPACES STD.	SPACES	TOTAL NSF	REMARKS
5	General Receiving w/dock	300	1	300	
6	General Building Support/Storage	300	1	300	
7	Janitors Closets 3 within bldg.	50	3	150	
8	Computer/Telephone Room	200	1	200	
9	Mail/Processing/Supply Room	120	1	120	
10	Network/Telecom Closet	100	4	400	Must be one on each floor - This assumes 4 floors.
11	Building Services	8000	1	8000	mech., elec., gen. storage, elevators
12					
13	E.O.C. Room/Training Room	400	1	400	to be in basement
14					
15					
16		TOTAL NET SQUARE FEET (NSF)		9870	
17					
18		TOTAL DEPT. GROSS SQUARE FEET (x 1.25)		12338	

003193

	A	B	C	D	E	F	G
1	Meridian City Hall Department:				Mayor & City Council		Tammy De Weerd
2							
3		Existing Staff	Future Staff	Total Staff		NO OF 2025	
4	SPACE	Positions 2006			SPACES STD.	SPACES	TOTAL NSF
5	Mayor	1			400	1	400
6	Exec. Admin. Assist.	1			125	1	125
7	Admin. Assist./Waiting		1		500	1	500
8	Receptionist/Scheduler		1		100	1	100
9	Economic Development	2			140	1	140
10	Communications		1		125	1	125
11	Youth Programs	1			125	1	125
12		5	3				
13	Council Persons	4	3				
14	Staff	9	6	15			
15							
16	Council Chambers(conf. Room and Offices)				3000	1	3000
17	Council Workroom	1			600	1	600
18	Conference (10-15)				250	1	250
19	Conference (6-8)				120	1	120
20	Storage				200	1	200
21							
22							
23					TOTAL NET SQUARE FEET (NSF)		5885
24							
25					TOTAL DEPT. GROSS SQUARE FEET (x 1.25)		7106

003194

	H
1	
2	
3	
4	REMARKS
5	Office, conf. area
6	
7	Intern work space
8	
9	Office
10	
11	could be in H/R Area
12	
13	
14	
15	
16	Anticipate 9 council seats/seating for 150-200 (flex)
17	
18	Executive Session/Pre-Council/share with City Adm.
19	Share with City Adm.
20	
21	
22	
23	
24	
25	

	A	B	C	D	E	F	G
1	Meridian City Hall Department:				City Administration		Will Berg
2							
3		Existing Staff	Future Staff	Total Staff		NO OF 2025	
4	SPACE	Positions 2006			SPACES STD.	SPACES	TOTAL NSF
5	City Clerk	1			225	1	225
6	Deputy Clerks	2			150	2	300
7	Department Specialist	3			125	3	375
8	Reception	1			300	1	300
9	Staff	7	0	7			
10							
11	Work Room				400	1	400
12	Record Storage				500	1	500
13	Library/Conference				225	1	225
14	Archived Storage				400	1	400
15	Records Examination Area				150	1	150
16	Conference Room				300	0	0
17							
18							
19							
20					TOTAL NET SQUARE FEET (NSF)		2875
21							
22					TOTAL DEPT. GROSS SQUARE FEET (x 1.25)		3594

003196

	H
1	
2	
3	
4	REMARKS
5	Office, small conference area, closet/file, cabinets
6	Office
7	
8	includes waiting area and kiosks for terminals
9	
10	
11	files, postage, closet
12	
13	Attorney space requirement
14	basement
15	
16	Share with Mayor's Office
17	
18	
19	
20	
21	
22	

003197

	A	B	C	D	E	F	G
1	Meridian City Hall Department:				Financial Management		
2							
3		Existing Staff	Future Staff	Total Staff		NO OF 2025	
4	SPACE	Positions 2006			SPACES STD.	SPACES	TOTAL NSF
5	CFO	1			225	1	225
6	Accounting Manager	1			150	1	150
7	Accountant	1	2		125	3	375
8	Grant Specialist		1		100	1	100
9	Printers				50	2	100
10	Accounting Specialist	2	2		100	4	400
11	Purchasing Manager	1			150	1	150
12	Purchasing/Admin. Asst.		1		100	1	100
13	Billing/Cash Manager	1			150	1	150
14	Supervisor	2			100	2	200
15	Billing	3			100	3	300
16	Cashier	3	2		100	5	500
17	Staff	15	8	23			
18							
19	Need Lobby Area/Counter				400	1	400
20	Vault				100	1	100
21	File Room				500	1	500
22	Work Room				250	1	250
23	Conference (6-8)				250	1	250
24							
25							
26					TOTAL NET SQUARE FEET (NSF)		4250
27							
28					TOTAL DEPT. GROSS SQUARE FEET (x 1.25)		5313

003198

	H
1	Stacy Kilchenmann
2	
3	
4	REMARKS
5	Office
6	Office
7	
8	
9	
10	
11	Office
12	
13	Office
14	If we are going to have central receipting area for all payments need to plan for that.
15	Remember to leave room in common areas for printers - file cabinets.
16	
17	
18	
19	
20	
21	
22	fax, copier, counter, cabinets
23	
24	
25	
26	
27	
28	

	A	B	C	D	E	F	G	H
1	Meridian City Hall Department:				City Attorney & Human Resources			Bill Nary
2								
3		Existing Staff	Future Staff	Total Staff		NO OF 2025		
4	SPACE	Positions 2006			SPACES STD.	SPACES	TOTAL NSF	REMARKS
5	City Attorney/HR Director	1			225	1	225	Office
6	Deputy Attorneys	2	3		125	5	625	Offices
7	Paralegal/legal Secretary	1	2		100	3	300	
8	Paralegal and/or legal Secretary		2		100	2	200	
9	Human Resources Specialist	1			100	1	100	Office
10	Human Resources Analyst	1			150	1	150	Office
11	Human Resources Analyst		2		100	2	200	Office
12	Clerical	1	1		100	2	200	
13	Staff	7	10	17				
14								
15	Intern Work Space				100	1	100	
16	File Storage				500	1	500	Combined space (attorney/hr)
17	Conference (6-8)				160	1	160	
18	Conference (10-15)/Library				250	1	250	
19	Training Area				200	1	200	Can be shared space
20								
21								
22								
23								
24					TOTAL NET SQUARE FEET (NSF)		3210	
25								
26					TOTAL DEPT. GROSS SQUARE FEET (x 1.25)		4013	

003200

	A	B	C	D	E	F	G
1	Meridian City Hall Department:				Information Technology		
2							
3		Existing Staff	Future Staff	Total Staff		NO OF 2025	
4	SPACE	Positions 2006			SPACES STD.	SPACES	TOTAL NSF
5	Director	1			225	1	225
6	Development/Programming Manager		1		125	1	125
7	Systems Network Manager		1		125	1	125
8	Programmers	1	4		125	5	625
9	Programmers (Future)		4		125	4	500
10	Network Support	2	3		125	5	625
11	Network Support (Future)		3		125	3	375
12	Staff	4	16	20			
13							
14	Shared Work Room (Fax, copier)				200	1	200
15	Server Room				400	1	400
16	Computer Staging Area				500	1	500
17	Conference Room				300	1	300
18	Training Lab				300	1	300
19	File Room				120	1	120
20							
21					TOTAL NET SQUARE FEET (NSF)		4420
22							
23					TOTAL DEPT. GROSS SQUARE FEET (x 1.25)		5525

003201

	H
1	Terry Paternoster
2	
3	
4	REMARKS
5	Office
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	Temperature controlled with Access Floor
16	
17	
18	
19	
20	
21	
22	
23	

003202

	A	B	C	D	E	F	G
1	Meridian City Hall Department:				Planning		
2							
3		Existing Staff	Future Staff	Total Staff		NO OF 2025	
4	SPACE	Positions 2006			SPACES STD.	SPACES	TOTAL NSF
5	Planning Directory/Zoning Admin.	1			225	1	225
6	Administrative Assistant	1			400	1	400
7	Receptionist		1		100	1	100
8	Library/File Management		1		100	1	100
9	Planning Intern	1			50	1	50
10		3	2	5			
11	Current Planning Division						
12	Manager	1			150	1	150
13	Principal Planner		1		150	1	150
14	Associate Planners	3	1		125	4	500
15	Assistant Planners	2	1		100	3	300
16	Associate (Front Counter)		1		125	1	125
17	Assistant (Building Permit Review)		1		100	1	100
18	Counter/Assembly Area				115		115
19		6	5	11			
20	Other Current Planning Considerations						
21	Design Review Staff						
22	Principal	1			150	1	150
23	Associate	0	1		125	1	125
24	Associate (Needed if Commission)	0	1		125	1	125
25		1	2	3			
26	Comprehensive Planning Division						
27	Manager	1			150	1	150
28	Principal		1		250	1	150
29	Associates	1	1		150	2	300
30		2	2	4			
31	Other Considerations						
32	Community Development Services Director		1			1	225
33	Historic Preservation Associate		1		125	1	125
34	Affordable Housing Associate		1		125	1	125
35	Other Community Development Assoc.		1		125	1	125
36	Transportation		1		125	1	125
37			5	5			
38	Staff	12	16	28			
39							
40							
41					TOTAL NET SQUARE FEET (NSF)		4040
42							
43					TOTAL DEPT. GROSS SQUARE FEET (x 1.25)		5050

003203

	H
1	Anna Borchers Canning
2	
3	
4	REMARKS
5	Office with wall space and conference area
6	Includes waiting/reception area
7	
8	
9	desk, computer and phone
10	
11	
12	Office (Wall space)
13	Office (Wall space)
14	Office (Wall space)
15	Office (Wall space)
16	
17	
18	
19	
20	
21	
22	Office (Wall space)
23	
24	
25	
26	
27	Office (Wall space)
28	
29	
30	
31	
32	Office
33	
34	
35	
36	
37	
38	
39	
40	
41	
42	
43	

003204

	A	B	C	D	E	F	G
1	Meridian City Hall Department:				Public Works & Building Dept.		
2							
3		Existing Staff	Future Staff	Total Staff		NO OF 2025	
4	SPACE	Positions 2006			SPACES STD.	SPACES	TOTAL NSF
5	Administration						
6	Public Works Director	1			225	1	225
7	City Engineer	1			180	1	180
8	Exec. Assistant	1			125	1	125
9	Environmental Planner		1		125	1	125
10	Community Relations		1		125	1	125
11	Graphics Design/Web Tech		1		125	1	125
12	Safety Director		1		125	1	125
13	Dept. Spec. Supervisor	1			400	1	400
14	Dept. Spec Engineering	2			100	2	200
15	P/T Dept. Spec. Engineering		1		100	1	100
16		6	5	11			
17	Engineering Division						
18	Asst. City Engineer		1		150	1	150
19	Staff Engineer	3	1		150	4	600
20	P/T Staff Engineer	1			125	1	125
21	Engineering Tech. III		1		125	1	125
22	Engineering Tech. II		2		125	2	250
23	Engineering Tech. I	1			125	1	125
24	Project Site Representative	1			125	1	125
25	GIS Manager	1			150	1	150
26	GIS Analyst	1			125	1	125
27	GIS Tech		2		125	2	250
28	SCADA Tech			1	125	1	125
29	Streetlight Coord.			1	100	1	100
30	Streetlight Tech.			1	100	1	100
31		8	10	18			
32	Plan Review						
33	Development Svcs. Mgr.	1			150	1	150
34	Development Svcs. Coord.	1			125	1	125
35	Development Analyst II	2			125	2	250
36	Development Analyst I	1	1		125	2	250
37		5	1	6			

	H
1	Brad Watson
2	
3	
4	REMARKS
5	
6	Office
7	Office
8	
9	
10	
11	
12	
13	Includes front counter
14	
15	
16	
17	
18	Office
19	
20	
21	
22	
23	
24	
25	
26	
27	
28	
29	
30	
31	
32	
33	Office
34	
35	
36	
37	

003206

	A	B	C	D	E	F	G
38	Bldg./Permit						
39	Dept. Spec Bldg.-Permit Clerk	2			100	2	200
40	Senior Dept. Spec. Bldg.	1			100	1	100
41	P/T Dept Spec. Bldg.		1		100	1	100
42	Bldg. Coord.	1			80	1	80
43	Building Official	1			125	1	125
44	Building Inspector	2			125	2	250
45	Trade Inspectors	12	2		60	14	840
46	Fire Code Inspector	1			125	1	125
47	Fire Code Inspector		1		60	1	60
48		20	4	24			
49	Inspectors - 1 Hr. Day						
50	Sewer/Water Inspector II	2			125	2	250
51	Sewer/Water Inspector I	2	2		125	4	500
52		4	2	6			
53							
54	Staff	43	22	65			
55							
56	Support Spaces						
57	Conference Room/Training				400	1	400
58	Conference Room				125	2	250
59	Plan Vault/Building				300	1	300
60	Plan Vault/Engineer				200	1	200
61	GIS Server Room				100	1	100
62	Building Support Space				300	1	300
63	File Storage Engineer				300	1	200
64	File Storage Building/Permitting						200
65	Engineer Library				200	1	200
66	Engineering Support Space				500	1	500
67	Coffee Bar/Sink				30	1	30
68	Break Room				0	0	0
69							
70					TOTAL NET SQUARE FEET (NSF)		10165
71							
72					TOTAL DEPT. GROSS SQUARE FEET (x 1.25)		12706

003207

	H
38	
39	
40	
41	
42	
43	
44	
45	Space divided into 3 to 4 shared spaces.
46	
47	
48	
49	
50	
51	
52	
53	
54	
55	
56	
57	
58	
59	
60	
61	
62	
63	
64	
65	
66	
67	
68	See Public/Lobby/Support for 2005-2025
69	
70	
71	
72	

003208

	A	B	C	D	E	F	G	H
1	Meridian City Hall Department:				Parks & Recreation			Doug Strong
2								
3		Existing Staff	Future Staff	Total Staff		NO OF 2025		
4	SPACE	Positions 2006			SPACES STD.	SPACES	TOTAL NSF	REMARKS
5	Director	1			225	1	225	Office
6	Administrative Assistant	1			125	1	125	
7	Parks Superintendent	1			150	1	150	
8	Recreation Superintendent	1			150	1	150	
9	Recreation Supervisor	1			120	1	120	
10	Recreation Coordinator		1		100	1	100	
11	Office Assistant	1			200	1	200	includes waiting/reception
12	Office Assistant		1		100	1	100	
13	Intern		1		100	1	100	
14	Park Planner		1		125	1	125	
15	Staff	6	4	10				
16								
17	Work Room				150	1	150	
18	Storage Plan/Review				200	1	200	
19	Conference Room (6-8)				160	1	160	
20								
21								
22								
23					TOTAL NET SQUARE FEET (NSF)		1905	
24								
25					TOTAL DEPT. GROSS SQUARE FEET (x 1.25)		2381	

003209

	A	B	C	D	E	F	G
1	Meridian City Hall Department:				Fire Administration		
2							
3		Existing Staff	Future Staff	Total Staff		NO OF 2025	
4	SPACE	Positions 2006			SPACES STD.	SPACES	TOTAL NSF
5	Fire Chief	1			225	1	225
6	Deputy Chief - Training	1			150	1	150
7	Deputy Chief - Prevention	1			150	1	150
8	Deputy Chief - EMS	1			150	1	150
9	Fire Inspector	1	1		150	2	300
10	Training Officer		1		200	1	200
11	Battalion Chief		1		150	1	150
12	Public Education	1			150	1	150
13	Administrative Assistant/Reception	1			200	1	200
14	Administrative Assistant		1		100	1	150
15	Clerical	1			100	1	150
16	Staff	8	4	12			
17							
18	Shower Facilities				250	1	250
19	File/Storage				150	1	150
20	Conference Room (15-20)				300	1	300
21	Coffee Bar				30	1	30
22							
23							
24					TOTAL NET SQUARE FEET (NSF)		2705
25							
26					TOTAL DEPT. GROSS SQUARE FEET (x 1.25)		3381

003210

	H
1	Chief Ron Anderson
2	
3	
4	REMARKS
5	Office - Needs Privacy/meeting table for 4
6	Office
7	Office - Needs Privacy (1 to have space to review plans)
8	Office
9	
10	Storage for tapes, equipment, library
11	
12	
13	includes reception/work area.
14	
15	
16	
17	
18	Men's & Women's for clean up after response
19	
20	
21	With sink
22	
23	
24	
25	
26	

003211

	A	B	C	D	E
1	Meridian City Hall Department:	Historical Society			Carol Jetten
2					
3			NO OF 2025		
4	SPACE	SPACES STD.	SPACES	TOTAL NSF	REMARKS
5	Display Area	500	1	500	
6	Office/Patron Area	300	1	300	
7	Storage	1500	1	1500	
8					
9					
10		TOTAL NET SQUARE FEET (NSF)		2300	
11					
12		TOTAL DEPT. GROSS SQUARE FEET (x 1.25)		2875	

003212

	A	B	C	D	E
1	Meridian City Hall	Department: Valley Ride			
2					
3			NO OF 2025		
4	SPACE	SPACES STD.	SPACES	TOTAL NSF	REMARKS
5	Valleyride	0	1	0	
6					
7					
8					
9					
10		TOTAL NET SQUARE FEET (NSF)		0	
11					
12		TOTAL DEPT. GROSS SQUARE FEET (x 1.25)		0	

003214

	A	B	C	D	E
1	Meridian City Hall Department:	Staff Support			
2					
3			NO OF 2025		
4	SPACE	SPACES STD.	SPACES	TOTAL NSF	REMARKS
5	Staff Restrooms	250	2	500	Men and Women with Lockers
6	Staff Breakroom & Showers	300	1	300	Cabinets, vending, Sink
7					
8					
9					
10		TOTAL NET SQUARE FEET (NSF)		800	
11					
12		TOTAL DEPT. GROSS SQUARE FEET (x 1.25)		1000	

003215

	A	B	C
1	Meridian City Hall	Summary	
2			
3		NO OF 2025	
4	SPACE	Total GSF	REMARKS
5	Entry Function	2625	
6	Building Support	12338	
7	Mayor & Council	7106	
8	City Administration	3594	
9	Finance	5313	
10	City Attorney & HR	4013	
11	Information Technology	5525	
12	Planning	5050	
13	Public Works & Building	12706	
14	Parks & Recreation	2381	
15	Fire Administration	3381	
16	Historical Society	2875	
17	Ada County	0	
18	Valleyride	0	
19	Staff Support	1000	
20	Total	66,906	
21			
22			
23	Total Staff in 2025	197	
24			
25			
26			
27			
28			
29			
30			
31			
32			

003216

	A	B	C	D	E	F	G	H
1								
2	Meridian City Hall Project							8/3/2007
3								
4								
5	Departmental Square Footage Comparisons							
6								
7								
8	Department			2025 Program		Final Design		% Change
9								
10	Mayor & Council			7106		9100		0.28
11								
12	City Administration			3594		5350		0.49
13	(Includes 2,400 s.f. storage in basement)							
14								
15	Finance			5313		5000		-0.06
16	(Storage in Basement not included)							
17								
18	City Attorney & HR			4013		3600		-0.10
19	(Storage in Basement not included)							
20								
21	Information Technology			5525		3100		-0.44
22	(Storage in Basement not included)							
23								
24	Planning			5050		5150		0.02
25	(Storage in Basement not included)							
26								
27	Public Works & Building Dept.			12706		11500		-0.09
28	(Storage in Basement not included)							
29								
30	Parks & Recreation			2381		1950		-0.18
31	(Storage in Basement not included)							
32								
33	Fire Administration			3381		3000		-0.11
34	(Storage in Basement not included)							
35								
36	Historical Society			2875		1960		-0.32
37	(Includes 1,650 s.f. storage in basement)							
38								
39	Staff Support			1000		2450		1.45
40								
41								
42	Unassigned Areas					8230		
43	(Excludes 5,350 s.f. in basement)							

Petra75171

	A	B	C	D	E	F	G	H
1	Meridian City Hall					27-Sep-05		
2	YEAR	2003/EX	2005	2015	2025			
3	POPULATION	40,000	60,000	90,000	99,000			
4								
5	MAYOR CITY/COUNCIL	SF	SF	SF	SF	COMMENTS		
6	Mayor	200	400	400	400			
7	Exec. Admin. Assist./Waiting	390	500	500	500	intern work space		
8	Admin. Assistant	0	0	125	125			
9	Economic Development	0	140	140	140			
10	Communications	0	125	125	125			
11	Youth Programs	0	125	125	125			
12	Council Chambers	980	3000	3000	3000	anticipate 6 Council seats/seating for 150 - 200 (flex)		
13	Council Workroom	180	300	600	600			
14	Conference(10-15)	140	250	250	250	Executive Session/Pre-Council/share with City Adm.		
15	Conference(5-8)	0	150	160	160	Share with City Adm.		
16	Storage	0	200	200	200			
17								
18	Total NSF	1,930	5,200	5,625	5,625			
19								
20	CITY ADMINISTRATION	SF	SF	SF	SF	COMMENTS	will berg	
21	City Clerk	215	225	225	225	closet, small conference area		
22	Deputy Clerk	143	150	150	150			
23	Deputy Clerk	0	150	150	150			
24	Department Specialist	166	125	125	125			
25	Department Specialist	87	125	125	125			
26	Senior Departmental Specialist	0	150	150	150			
27	Reception	310	300	300	300	includes waiting area and closet area		
28								
29	Subtotal NSF	921	1,225	1,225	1,225			
30								
31	Support Space							
32	Work Room	0	300	400	400	files, postage, closet		
33	Record Storage	300	500	500	500			
34	Library/Conference	0	225	225	225	Attorney space requirement		
35	Archival Storage	0	0	0	400			
36	Records Examination Area	0	150	150	150			
37	Subtotal NSF	300	1,175	1,275	1,675			
38								
39	Total NSF	1,221	2,400	2,500	2,900			
40								
41	OFFICE OF FINANCIAL MGMT	SF	SF	SF	SF	COMMENTS		
42	CFO	160	225	225	225			
43	Accounting Manager	200	150	150	150			
44	Accountant	200	120	120	120			
45	Accountant	0	0	100	100			
46	Accountant	0	0	100	100			
47	Grant Specialist	0	0	0	100			
48	Printers		50	50	50			
49	Accounting Specialist	150	100	100	100			
50	Accounting Specialist	150	100	100	100			
51	Accounting Specialist	0	100	100	100			
52	Accounting Specialist	0	0	0	100			
53	Purchasing Manager	0	150	150	150			
54	Purchasing/Admin. Asst.	0	0	100	100			
55								
56	Billing/Cash Manager	150	150	150	150			
57	Supervisor	100	100	100	100			
58	Supervisor	100	100	100	100			
59	Billing	100	100	100	100			
60	Billing	100	100	100	100			

Petra75172

A		C	D	E	F	G	H
61	Billing		100	100	100		
62	Cashier	0	100	100	100		
63	Cashier		100	100	100		
64	Cashier		100	100	100		
65	Cashier		100	100	100		
66	Cashier		100	100	100		
67	Printers		50	50	50		
68	Need Lobby Area/Counter	200	400	400	400		
69	Vault	100	100	100	100		
70	Subtotal NSF	1,710	2,595	2,895	3,095		
71							
72	Support Space						
73	File Room	400	400	450	500		
74	Work Room		250	250	250	fax, copier, counter, cabinets	
75	Conference (B-B)	0	250	250	250		
76	Subtotal NSF	400	900	950	1000		
77							
78	Total NSF	2,110	3,495	3,845	4,095		
79							

Petra75173

	A	B	C	D	E	F	G	H
80	Year	2003 FY	2005	2015	2025			
81	Population	10,000	10,000	90,000	99,900			
82								
83	CITY ATTORNEY/HR	SF	SF	SF	SF	COMMENTS		
84	City Attorney/HR Director	200	225	225	225			
85	Deputy Attorney	0	125	125	125			
86	Deputy Attorney	0	125	125	125			
87	Deputy Attorney	0	0	125	125			
88	Deputy Attorney	0	0	0	125			
89	Deputy Attorney	0	0	0	125			
90	Paralegal/legal Secretary	0	100	100	100			
91	Paralegal/legal Secretary	0	0	100	100			
92	Paralegal/legal Secretary	0	0	100	100			
93	Paralegal and/or legal Secretary	0	0	0	100			
94	Paralegal and/or legal Secretary	0	0	0	100			
95								
96	Human Resources Specialist	225	100	100	100			
97	Human Resources Analyst	110	150	150	150	need 'hard wall' work space		
98	Human Resources Analyst	0	0	100	100	**		
99	Human Resources Analyst	0	0	0	100	**		
100	Human Resources Analyst	0	0	0	100	**		
101	Clerical	0	100	100	100	**		
102	Clerical	0	0	0	100			
103	Intern work space	0	0	100	100			
104	Subtotal NSF	535	925	1,450	2,200			
105								
106	IT Director	200	125	125	125			
107	Development/Program Manager	0	0	125	125			
108	Systems Network Manager	0	0	125	125			
109	Programmer	200	100	100	100			
110	Programmer	0	100	100	100			
111	Programmer	0	0	100	100			
112	Programmer	0	0	100	100			
113	Network Support	75	100	100	100			
114	Network Support	75	100	100	100			
115	Network Support	0	0	100	100			
116	Network Support	0	0	100	100			
117	Subtotal NSF	550	525	1,175	1,175			
118								
119	Warehouse Receiving Area	400	400	400	400			
120	Training Lab	300	300	300	300			
121	Support Space							
122	File Storage	35	100	200	500	Combined space (attorney/hr)		
123	Conference (6-8)	0	150	150	150			
124	Conference (10-15)/Library	0	250	250	250			
125	Training Area	0	200	200	200	Can be shared space		
126	Subtotal NSF	735	1410	1510	1810			
127								
128	Total NSF	1,820	2,850	4,135	5,185			
129								

Petra75174

	A	B	C	D	E	F	G	H
			SF	SF	SF	COMMENTS		
130	PUBLIC WORKS/BLDG DEPT							
131	Public Works Director	250	225	225	225			
132	City Engineer	150	180	180	180			
133	Exec. Assistant	0	0	125	125			
134	Environmental Planner	0	0	125	125			
135	Community Relations	0	0	0	125			
136	Graphics Design/Web Tech.	0	0	125	125			
137	Safety Director	0	0	125	125			
138	Dept. Spec. Supervisor	400	400	400	400	includes front counter		
139	Dept. Spec. Engineering	125	100	100	100			
140	Dept. Spec. Engineering	0	100	100	100			
141	P/T Dept. Spec. Engineering	0	100	100	100			
142								
143	Asst. City Engineer	0	150	150	150			
144	Staff Engineer	150	150	150	150			
145	Staff Engineer	150	150	150	150			
146	Staff Engineer	0	0	150	150			
147	Environmental Engineer	0	0	150	150			
148	P/T Staff Engineer	125	125	125	125			
149	Special Project Coord.	125	125	125	125			
150	Engineering Tech. III	0	0	125	125			
151	Engineering Tech. II	0	0	125	125			
152	Engineering Tech. II	0	0	0	125			
153	Project Site Representative	0	125	125	125			
154	GIS Manager	0	0	150	150			
155	GIS Analyst	0	125	125	125			
156	GIS Tech	0	0	125	125			
157	GIS Tech	0	0	125	125			
158	SCADA Tech	0	125	125	125			
159	Streetlight Coord.	0	0	100	100			
160	Streetlight Tech.	0	0	100	100			
161								
162	Development Svcs. Mgr.	150	150	150	150			
163	Development Svcs. Coord.	0	125	125	125			
164	Development Analyst II	125	125	125	125			
165	Development Analyst II	0	0	125	125			
166	Development Analyst I	125	125	125	125			
167	Development Analyst I	125	125	125	125			
168	Dept. Spec. Bldg	125	100	100	100			
169	Dept. Spec. Bldg	0	100	100	100			
170	Senior Dept. Spec. Bldg.	125	125	125	125			
171	P/T Dept. Spec. Bldg.	100	100	100	100			
172	Building Official	125	125	125	125			
173	Building Inspector	125	125	125	125			
174	Building Inspector	0	125	125	125			
175	Spec. Inspector (4)	180	240	240	240	Shared Space - Electrical, Mechanical		
176	Spec. Inspector (4)	0	240	240	240	Shared Space - Plumbing, Fire		
177	Trade Inspectors (4)	0	0	240	240	Potential extra inspectors		
178	Sewer/Water Inspector II	125	125	125	125			
179	Sewer/Water Inspector II	125	125	125	125			
180	Sewer/Water Inspector I	125	125	125	125			
181	Sewer/Water Inspector I	125	125	125	125			
182	Sewer/Water Inspector I	0	0	125	125			
183								
184	Subtotal NSF	3,280	4,610	6,750	7,000			
185								
186	Support Space							
187	Conference Room	350	400	400	400			
188	Conference Room	125	125	125	125			
189	Conference Room	0	125	125	125			
190	Plan Vault/Building	100	250	300	300			

Petra75175

	A		C	D	E	F		G	H
191	Plan Vault/Engineer		200	200	0				
192	GIS Server Room	0	100	100	100				
193	Building Support Space	200	300	300	300				
194	File Storage Engineer	200	300	300	300				
195	Engineer Library	150	150	200	200				
196	Engineer Support Space	390	500	500	500				
197	Break Room	150	0	0	0	See Public/Lobby/Support for 2005-2025			
198	Subtotal NSF	1865	2450	2550	2350				
199									
200	Total NSF	5,145	7,080	9,300	9,350				
201									

Petra75176

	A	B	C	D	E	F	G	H
202	year	2005 EX	2005	2015	2025			
203	population	10,000	50,000	90,000	59,000			
204								
205								
206	PLANNING	SF	SF	SF	SF	COMMENTS		
207	Planning Director/Zoning Admin.	400	225	225	225			
208	Administrative Assistant II	200	400	400	400	Includes waiting/reception area		
209	Administrative Assistant I	0	0	100	100			
210	Asst. City Planner	150	100	100	100			
211	Asst. City Planner	150	100	100	100			
212	Asst. City Planner	0	0	100	100			
213	Assoc. City Planner	150	125	125	125			
214	Assoc. City Planner	150	125	125	125			
215	Assoc. City Planner	150	125	125	125			
216	Assoc. City Planner	0	125	125	125			
217	Assoc. City Planner	0	0	125	125			
218	Assoc. City Planner	0	0	0	125			
219	Principal Planner	150	150	150	150			
220	Principal Planner	150	150	150	150			
221								
222	Subtotal NSF	1,650	1,625	1,950	2,075			
223								
224	Support Space							
225	Plan Vault	100	200	200	200			
226	Conference Room(10-15)	250	250	250	250			
227	Subtotal NSF	350	450	450	450			
228								
229	Total NSF	2,000	2,075	2,400	2,525			
230								
231	PARKS + RECREATION	SF	SF	SF	SF	COMMENTS		
232	Director	220	225	225	225			
233	Administrative Assistant	100	125	125	125			
234	Parks Superintendent	150	150	150	150			
235	Recreation Superintendent	150	150	150	150			
236	Recreation Supervisor	120	125	125	125			
237	Recreation Coordinator	0	100	100	100			
238	Office Assistant	200	200	200	200	Includes waiting/reception		
239	Office Assistant	0	0	100	100			
240	Intern	0	0	100	100			
241	Subtotal NSF	940	1,075	1,275	1,275			
242								
243	Support Space							
244	Work Room	N/A	150	150	150			
245	Storage/Plan Review	N/A	200	200	200			
246	Conference Room(6-8)	0	150	150	150			
247	Subtotal NSF	0	510	510	510			
248								
249	Total NSF	940	1,585	1,785	1,785			
250								
251	FIRE	SF	SF	SF	SF	COMMENTS		
252	Fire Chief	0	225	225	225			
253	Asst. Chief	144	150	150	150			
254	Deputy Chief	144	150	150	150			
255	Deputy Chief	144	150	150	150			
256	Deputy Chief	0	0	150	150			
257	Administrative Assistant/Rec.	380	200	200	200	Includes reception/work area		
258	Administrative Assistant	100	100	100	100			
259	Clerical	0	0	100	100			
260	Subtotal NSF	912	975	1,225	1,225			
261								

Petra75177

	A		C	D	E	F		G	H
262	Support Space								
263	File/Storage	100	150	150	150				
264	Conference Room(10-15)	0	200	200	200				
265	Subtotal NSF	100	350	350	350				
266									
267	Total NSF	1,012	1,325	1,575	1,575				
268									
269	MERIDIAN HISTORICAL SOCIETY	SF	SF	SF	SF	COMMENTS			
270	Display Area	0	500	500	500				
271	Office/Patron Area	300	300	300	300				
272	Storage	0	1000	1000	1500				
273	Total NSF	300	1,800	1,800	2,300				
274									

Petra75178

	A	B	C	D	E	F	G	H
275	year	2010 EX	2015	2016	2025			
276	population	10,000	20,000	30,000	50,000			
277								
278								
279	FUTURE DEPARTMENTAL DEV.	SF	SF	SF	SF	COMMENTS		
280	WASTE WATER							
281	Superintendent	200	200	200	200			
282	Administrative Assistant	100	125	125	125			
283	WATER							
284	Superintendent	200	200	200	200			
285	Assistant Superintendent	120	125	125	125			
286	Administrative Assistant	100	125	125	125			
287								
288	Total NSF	720	775	775	775			
289								
290	ADA COUNTY	SF	SF	SF	SF	COMMENTS		
291	MOTOR VEHICLES	0	3110	3794	4932			
292								
293	Total NSF	0	3,110	3,794	4,932			
294								
295	VALLEYRIDE	SF	SF	SF	SF	COMMENTS		
296	Valleyride	0	2000	2000	3000			
297								
298	Total NSF	0	2,000	2,000	3,000			
299								
300								
301	PUBLIC LOBBY/SUPPORT	SF	SF	SF	SF	COMMENTS		
302	Entrance Vestibule	200	200	200	200			
303	Lobby/Gathering	450	450	450	450			
304	Public Restrooms	450	450	450	450			
305	Staff Restrooms(2 @ 250 sf)	120	500	500	500	Shower, lockers		
306	Employee Breakroom	120	200	300	300	Shared		
307	Building Services	2000	2500	6000	8000	Mech.,elec.,general storage, tele/data		
308	Multi-purpose Room	0	1000	1000	1000			
309								
310	Subtotal NSF	3,340	5,300	8,900	10,250			
311								
312	SUMMARY	2010 EX	2015	2016	2025			
313		SF	SF	SF	SF	COMMENTS		
314	MAYOR/COUNCIL	1,930	5,200	5,625	5,625			
315	CITY ADMINISTRATION	1,221	2,400	2,500	2,900			
316	FINANCE	2,110	3,495	3,845	4,095			
317	HUMAN RESOURCES	1,520	2,880	4,135	5,185			
318	PLANNING+ZONING	2,000	2,075	2,400	2,525			
319	PUBLIC WORKS/BUILDING DEPT.	5,145	7,060	9,300	9,350			
320	PARKS+RECREATION	940	1,585	1,785	1,785			
321	FIRE	1,012	1,325	1,575	1,575			
322	MERIDIAN HISTORICAL SOCIETY	300	1,800	1,800	2,300			
323	FUTURE DEPARTMENTAL DEV.	720	775	775	775			
324	ADA COUNTY	0	3,110	3,794	4,932			
325	Valleyride	0	2,000	2,000	3,000			
326	PUBLIC/LOBBY/SUPPORT	3,340	5,300	8,900	10,250			
327								
328								
329	Total NSF - NEW	20,538	38,985	48,434	54,297			
330								
331	Total GSF = X1.16	23,824	45,223	56,183	62,985			
332								
333	PARKING							
334	City Hall:	60	195	242	271	Parking numbers increased beyond ordinance		

Petra75179

	A		C	D	E	F	G	H
335						requirement of 1/400		
336								
337								
338								
339								
340								
341								
342								
343								
344								
345								
346								
347								
348								
349								
350								
351								
352								

Petra75180

**MERIDIAN CITY HALL
PROJECT COST/SCHEDULE PROGRESSION
5/13/2009**

MEETING DATE	DESCRIPTION	BUDGET	NOTES	COMPLETION	NOTES
8/1/2006	CONST. MGMT CONTRACT	\$12.2 MM	80,000 SF BLDG	18 MOS	FROM START OF CONSTRUCTION
1/15/2007	20% ESTIMATE	\$16.6 MM			
2/12/2007	60% ESTIMATE	\$17.6 MM	ADDED \$0.5MM TO MECH ADDED \$0.2MM TO PLAZA ADDED \$0.5MM FOR FF&E		
4/3/2007	CORE & SHELL BIDS	\$18.1 MM	ADDED \$0.5MM FOR STEEL		
5/21/2007	START OF CONSTRUCTION			18 MOS	CONTRACTUAL COMPLETION 11/21/2008
7/12/2007	MEP & TI BIDS	\$19.9 MM	ADDED \$0.6MM FOR WALLS ADDED \$0.2MM FOR FF&E ADDED \$0.2 FOR LEED CERT. REJECTED \$0.8MM VALUE ENGRG	JULY 28, 2008	
7/26/2007	MONTHLY REPORT	\$20.3 MM	ADDED \$0.4MM FOR CONTAM. SOIL	AUG 8, 2008	
9/24/2007	MONTHLY REPORT	\$20.6 MM	PENDING CO FOR CM FEE	AUG 29, 2008	ASI #2 - ADJUSTED SCHEDULE TO RAISE BLDG 4'
11/30/2007	MONTHLY REPORT	\$21.6 MM	REJECTED \$0.2MM VALUE ENGR ADDED \$0.7 MM PLAZA	AUG 29, 2008	
12/12/2007	MONTHLY REPORT	\$21.6 MM	BLDG & FFE \$20.4MM DEMO & ABATEMENT \$1.2MM	AUG 29, 2008	
1/8/2008	MONTHLY REPORT	\$21.6 MM		AUG 29, 2008	
1/2/2008	MONTHLY REPORT	\$21.6 MM		AUG 29, 2008	
2/12/2008	MONTHLY REPORT	\$21.7 MM	BLDG & FFE \$20.4MM DEMO & ABATEMENT \$1.3MM	OCT 10, 2008	ADDED 6 WEEKS FOR WEATHER AND STEEL ASI'S
3/11/2008	MONTHLY REPORT	\$21.7 MM		OCT 10, 2008	
4/8/2008	MONTHLY REPORT	\$21.7 MM		OCT 15, 2008	INCLUDES PUBLIC WORKS & MAYOR'S OFFICE

tabbles®

003237

EXHIBIT

PETRA50205

Item 33.9

From: Wesley Bettis Jr.
Sent: Wednesday, January 10, 2007 5:35 PM
To: 'Ted Baird'
Cc: Pat Kershnik; 'Keith Watts'; Will Berg; Keith Bird; Tammy de Weerd
Subject: RE: Preliminary Design Phase - Meridian City Hall
Ted:

I will formalize a response with the additional detail for review, but the following have been conveyed in oral, hard copy and or electronic form:

The CM Plan, Communications Plan and QMP has been evolving (i.e. Heery International has just been added to the team as the commissioning agent and LEED certification consultant who will in this role provide design peer review as part of the QMP) and I have been errant in not emphasizing the steps being implemented and reviewed, that will change.

The detailed schedule has been in place and updated at least monthly and more often as change warrants since June 13th 2006 minus any detail for the construction, since the scope of work has not been fully identified yet. At this past Monday's meeting, Keith Bird stated that the project will be complete August 1, 2008. This date has been loaded in, and we are working backwards through the schedule while evaluating the work packages to confirm the practicality of this date. However, until full design and bid packages are developed, all construction scheduling is conceptual at this point.

Right now we are focusing on creating a conceptual budget in conjunction with the design team to make sure the design can be kept within the target budget based on the space, material and timeframes established. The full conceptual budget is to be complete prior to the 19th of this month for presentation to the committee on January 22, 2009.

I will add these milestone items into the current schedule for clarification purposes.

From: Ted Baird [mailto:bairdt@meridiancity.org]
Sent: Wednesday, January-10, 2007 5:15 PM
To: Wesley Bettis Jr.
Cc: Pat Kershnik; Keith Watts; Will Berg; Bill Nary; Keith Bird; Tammy de Weerd
Subject: Preliminary Design Phase - Meridian City Hall

Wes:

Attached to this email is an excerpt from Petra's agreement with the City of Meridian regarding CM responsibilities during the Preliminary Design Phase of the project. I am concerned that a number of the deliverables have not yet been addressed, noting that as of the December 22, 2006 billing, Petra indicated that this phase of the project was already 60% complete.

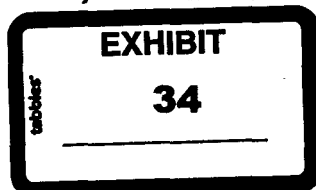
We understand that some items, such as the Preliminary Price Estimate and Project Budget are contingent on development of the Construction Documents, but we would like to hear from you regarding when we can expect to receive the Construction Management Plan, the Detailed Project Schedule (including tentative dates for construction activity), the Communications Plan, and the Quality Management Plan. In fact, the delivery dates for these required items should be inserted into the project schedule.

Let me know if you have any questions about this request.

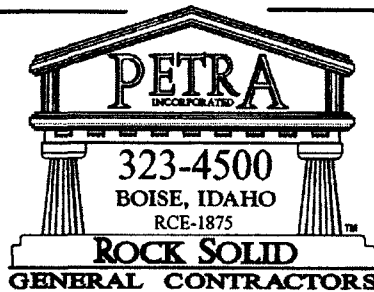
Ted

RFP #15, Item 1

file://H:\Construction\Projects\2006\Tom\Meridian City Hall\E-mail Corresp\Saved\Prior to August... 4/13/200



003228 Petra 93101



TRANSMITTAL
No. 00012

1097 N. ROSARIO STREET • MERIDIAN, ID 83642 • PHONE: (208) 323-4500 • FAX: (208) 323-4507

PROJECT: Meridian City Hall # 060675 **DATE:** 1/19/2007
TO: City of Meridian **REF:** City Hall Project
33 E Idaho Avenue
Meridian, ID 83642
ATTN: Keith Watts **PHONE:** 888.4433
FAX: 887.4813
CELL: 631.6469

WE ARE SENDING:	SUBMITTED FOR:	ACTION TAKEN:
<input type="checkbox"/> Shop Drawings	<input type="checkbox"/> Approval	<input type="checkbox"/> Approved as Submitted
<input type="checkbox"/> Letter	<input checked="" type="checkbox"/> Your Use	<input type="checkbox"/> Approved as Noted
<input type="checkbox"/> Prints	<input type="checkbox"/> As Requested	<input type="checkbox"/> Returned After Loan
<input type="checkbox"/> Change Order	<input type="checkbox"/> Review and Comment	<input type="checkbox"/> Resubmit
<input type="checkbox"/> Plans		<input type="checkbox"/> Submit
<input type="checkbox"/> Samples	SENT VIA:	<input type="checkbox"/> Returned
<input type="checkbox"/> Specifications	<input checked="" type="checkbox"/> Attached	<input type="checkbox"/> Returned for Corrections
<input checked="" type="checkbox"/> Other: Binders	<input type="checkbox"/> Separate Cover Via: Hand Delivered	<input type="checkbox"/> Due Date:

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	6	1/22/2007				Construction Management Plan Binders	NEW

Remarks: Keith:

Enclosed are six (6) Construction Management Plan Binders for the City Hall Project. Not all of the components are included with this package, but they will follow under separate cover.

This is submitted in three ring binder form as the information and contents of this plan will increase, change, be supplemented and updated during the course of the project.

CC: File

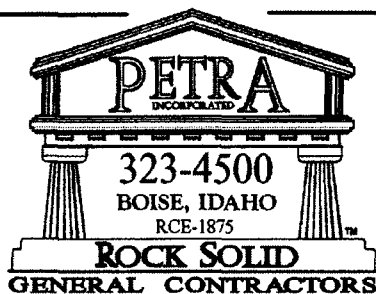
RFP #15, Item #2

Signed: _____
Wes Bettis

Expedition ®

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00321293102



TRANSMITTAL
No. 00014

1097 N. ROSARIO STREET • MERIDIAN, ID 83642 • PHONE: (208) 323-4500 • FAX: (208) 323-4507

PROJECT: Meridian City Hall # 060675 **DATE:** 1/29/2007
TO: City of Meridian
33 E Idaho Avenue
Meridian, ID 83642
REF: Construction Documents
Chg Order Mgmt Plan
Site Topo Plan
PHONE: 888.4433
FAX: 887.4813
CELL: 631.6469
ATTN: Keith Watts

WE ARE SENDING:	SUBMITTED FOR:	ACTION TAKEN:
<input type="checkbox"/> Shop Drawings	<input type="checkbox"/> Approval	<input type="checkbox"/> Approved as Submitted
<input type="checkbox"/> Letter	<input checked="" type="checkbox"/> Your Use	<input type="checkbox"/> Approved as Noted
<input type="checkbox"/> Prints	<input type="checkbox"/> As Requested	<input type="checkbox"/> Returned After Loan
<input type="checkbox"/> Change Order	<input type="checkbox"/> Review and Comment	<input type="checkbox"/> Resubmit
<input type="checkbox"/> Plans		<input type="checkbox"/> Submit
<input type="checkbox"/> Samples	SENT VIA:	<input type="checkbox"/> Returned
<input type="checkbox"/> Specifications	<input checked="" type="checkbox"/> Attached	<input type="checkbox"/> Returned for Corrections
<input checked="" type="checkbox"/> Other:	<input type="checkbox"/> Separate Cover Via:	<input type="checkbox"/> Due Date:

ITEM NO.	COPIES	DATE	ITEM NUMBER	REV. NO.	DESCRIPTION	STATUS
1	6	1/23/2007			Construction Management Plan--Claims & Change Order Management	NEW
2	1	1/25/2007			Site Topography Plan, Updated 1-25-06	NEW

Remarks: Keith:

Please distribute the enclosed 6 sets of the Claims & Change Order Management narrative for the City Hall Construction Management Plan Binders.

Also enclosed is one plotted, full sized copy of the Topo and Boundary Survey of the site, submitted by Engineering Northwest, LLC

CC: File

RFP #15, Item #3

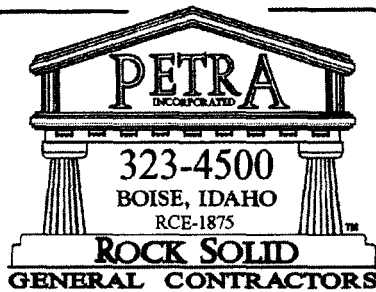
Signed: _____

Wes Bettis

Expedition ®

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0032393103



TRANSMITTAL
No. 00034

1097 N. ROSARIO STREET • MERIDIAN, ID 83642 • PHONE: (208) 323-4500 • FAX: (208) 323-4507

PROJECT: Meridian City Hall # 060675 **DATE:** 2/6/2007
TO: City of Meridian **REF:** Monthly Billing
 33 E Idaho Avenue CM Plan Inserts
 Meridian, ID 83642 **PHONE:** 888.4433
ATTN: Keith Watts **FAX:** 887.4813
CELL: 631.6469

WE ARE SENDING:	SUBMITTED FOR:	ACTION TAKEN:
<input type="checkbox"/> Shop Drawings	<input type="checkbox"/> Approval	<input type="checkbox"/> Approved as Submitted
<input checked="" type="checkbox"/> Letter	<input checked="" type="checkbox"/> Your Use	<input type="checkbox"/> Approved as Noted
<input type="checkbox"/> Prints	<input checked="" type="checkbox"/> As Requested	<input type="checkbox"/> Returned After Loan
<input type="checkbox"/> Change Order	<input checked="" type="checkbox"/> Review and Comment	<input type="checkbox"/> Resubmit
<input type="checkbox"/> Plans		<input type="checkbox"/> Submit
<input type="checkbox"/> Samples	SENT VIA:	<input type="checkbox"/> Returned
<input type="checkbox"/> Specifications	<input checked="" type="checkbox"/> Attached	<input type="checkbox"/> Returned for Corrections
<input type="checkbox"/> Other:	<input type="checkbox"/> Separate Cover Via: Hand Delivered	<input type="checkbox"/> Due Date:

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	2/5/2007				Monthly Billing Correction Letter	NEW
2	1	2/5/2007				Monthly Billing with Back-up	NEW
3	6	2/5/2007				Project Contractor Coordination, Methods & Procedures for inclusion in the Construction Management Plan	NEW
4	6	2/5/2007				Two page Project Organizational Chart for inclusion in the Construction Management Plan	NEW

Remarks:

CC: File

RFP 75, Item # 4

Signed:

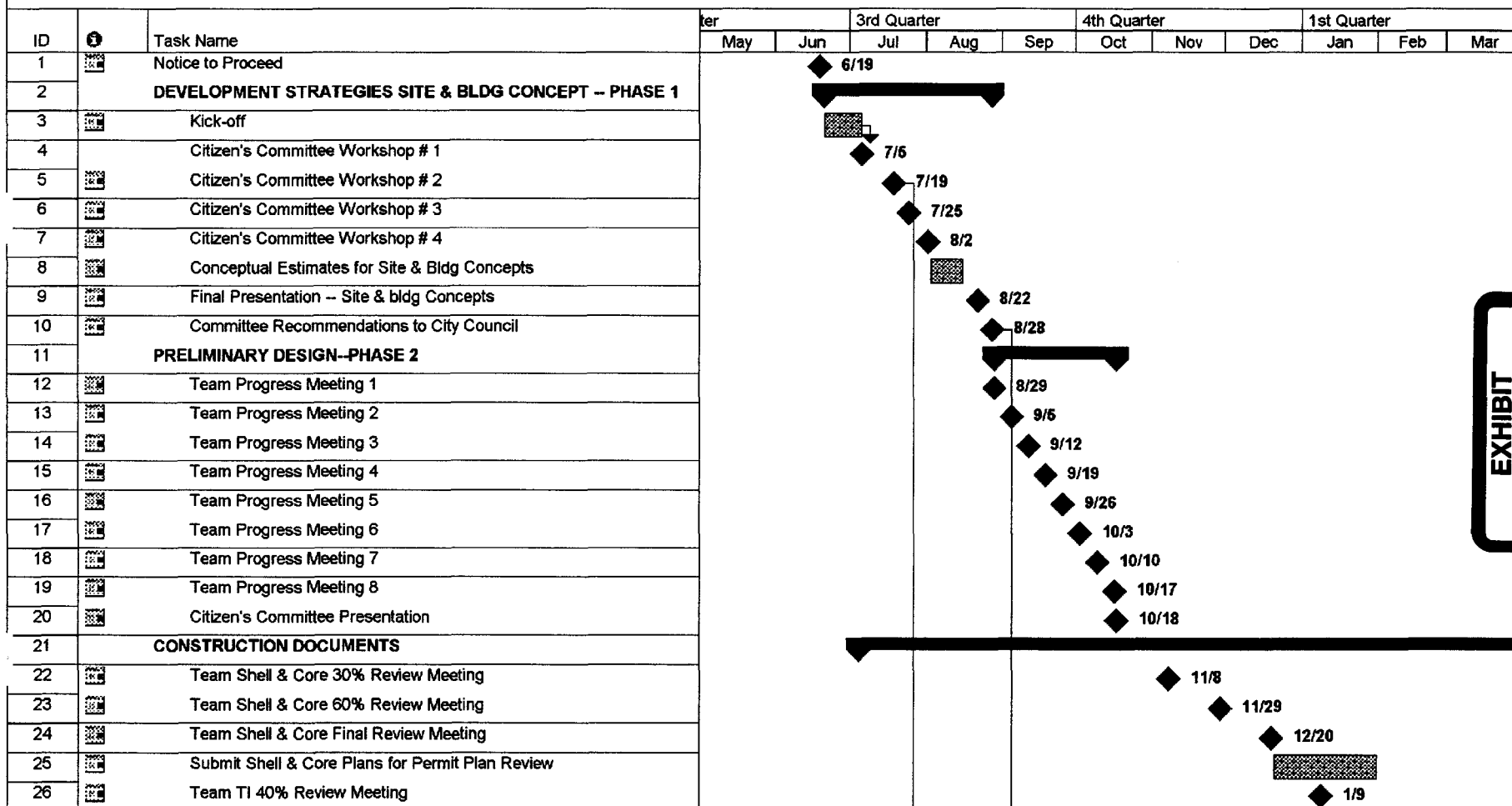
Wes Bettis

Expedition ®

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00320493104

MERIDIAN CITY HALL
CONCEPTUAL DESIGN & DEVELOPMENT SCHEDULE
TEAM LCA-PETRA



EXHIBIT

35

weeks

Project: Conceptual w Design 06-13-06
Date: Wed 5/13/09

Task

Split

Progress

Milestone

Summary

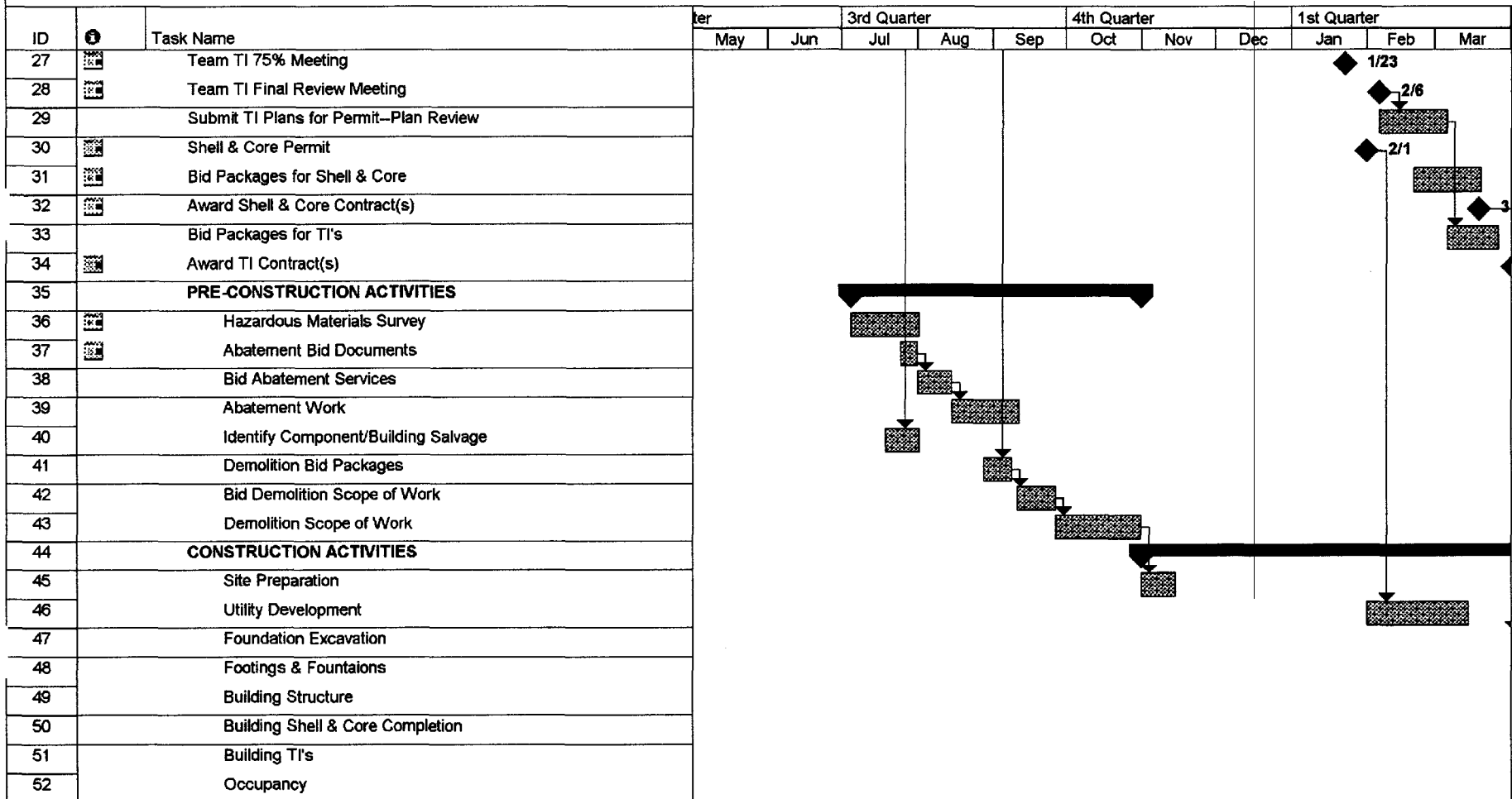
Project Summary






External Tasks

External Milestone

Deadline

**MERIDIAN CITY HALL
CONCEPTUAL DESIGN & DEVELOPMENT SCHEDULE
TEAM LCA-PETRA**

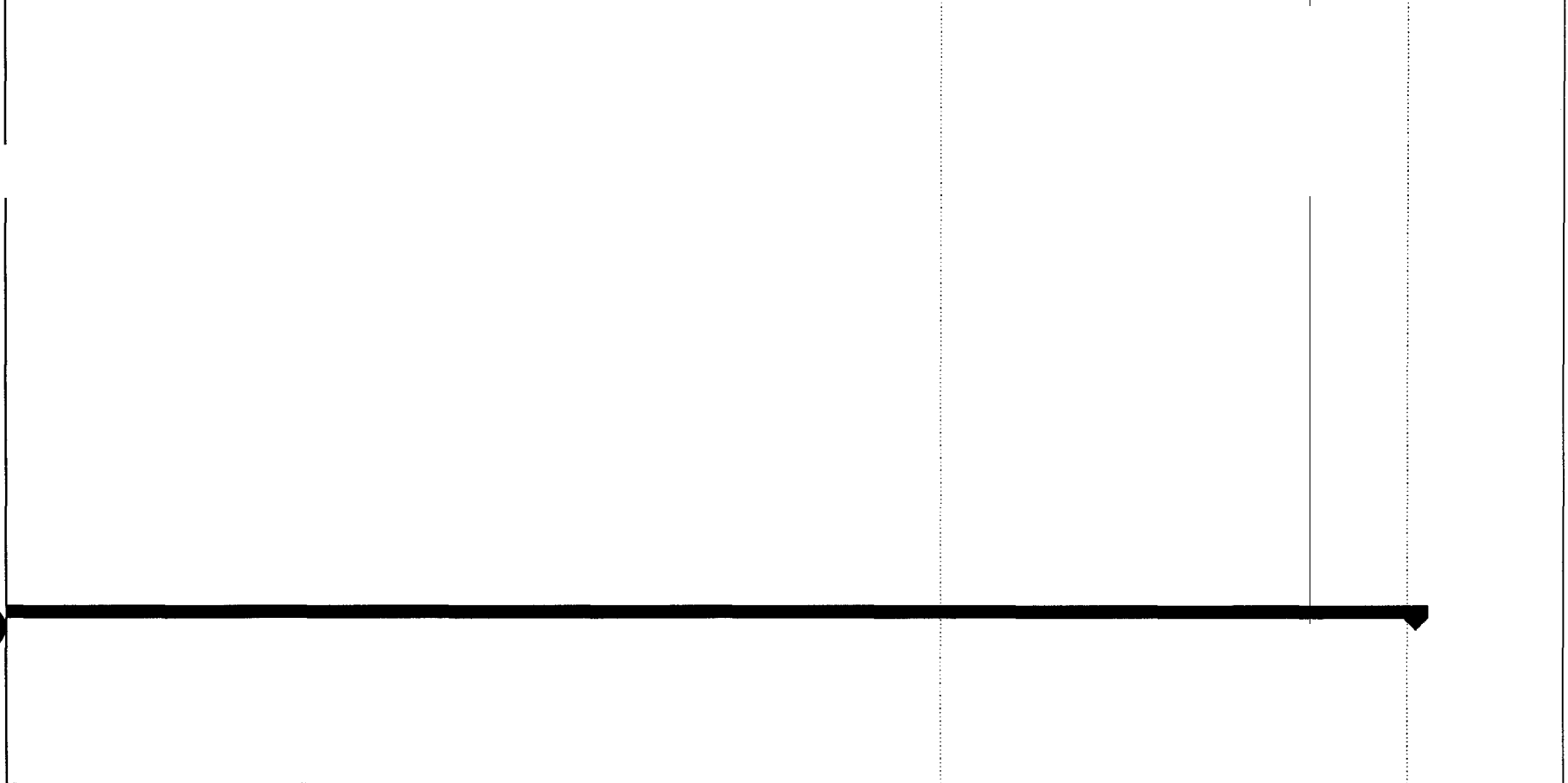


Project: Conceptual w Design 06-13-06 Date: Wed 5/13/09	Task		Milestone	◆	External Tasks	
	Split	Summary		External Milestone	◆
	Progress		Project Summary		Deadline	↓

003233

MERIDIAN CITY HALL
CONCEPTUAL DESIGN & DEVELOPMENT SCHEDULE
TEAM LCA-PETRA

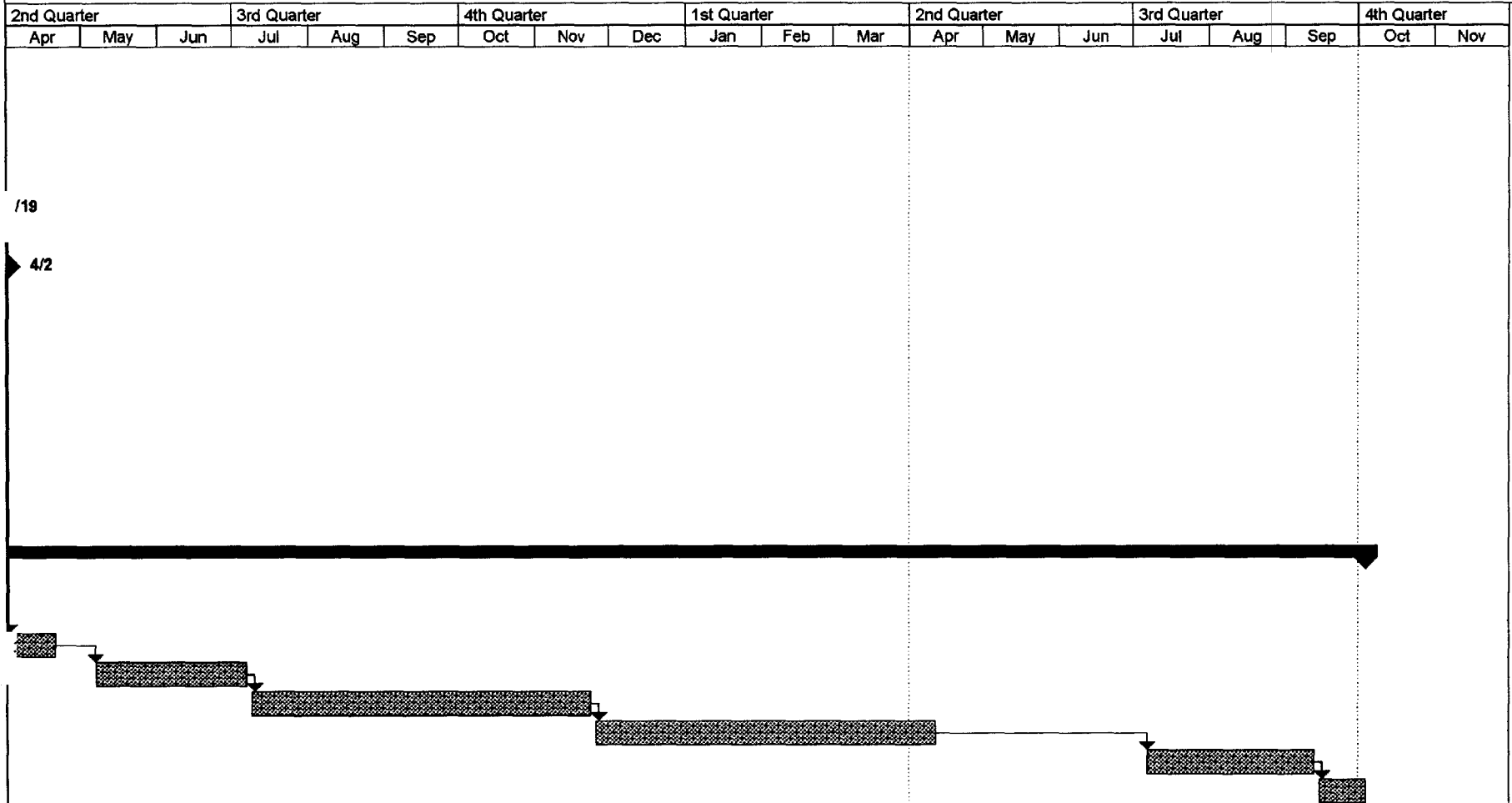
2nd Quarter			3rd Quarter			4th Quarter			1st Quarter			2nd Quarter			3rd Quarter			4th Quarter	
Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov



Project: Conceptual w Design 06-13-06 Date: Wed 5/13/09	Task		Milestone		External Tasks	
	Split		Summary		External Milestone	
	Progress		Project Summary		Deadline	

003234

**MERIDIAN CITY HALL
CONCEPTUAL DESIGN & DEVELOPMENT SCHEDULE
TEAM LCA-PETRA**



Project: Conceptual w Design 06-13-06
Date: Wed 5/13/09

Task		Milestone		External Tasks	
Split		Summary		External Milestone	
Progress		Project Summary		Deadline	

Conceptual w Design 06-13-06

Page 4

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MERIDIAN CITY HALL
CONCEPTUAL DESIGN & DEVELOPMENT SCHEDULE
TEAM LCA-PETRA

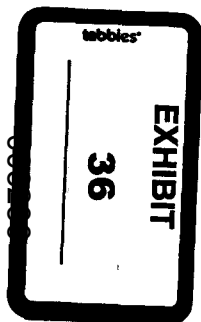
ID	Task Name	Duration	Start	Finish	October	November	December	January	February	March	April	May	June	July	August	September	October	November	December	January	February	March	April	May	June	July	August
					Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug
1	DEVELOPMENT STRATEGIES SITE & BLDG CONCEPT - PHASE 1	74 days	Thu 8/29/06	Tue 10/10/06																							
2	Kick-off Workshop	1 day	Thu 8/29/06	Thu 8/29/06																							
3	Citizen's Committee Workshop # 1	1 day	Thu 7/13/06	Thu 7/13/06																							
4	Citizen's Committee Workshop # 2	1 day	Wed 8/9/06	Wed 8/9/06																							
5	Citizen's Committee Workshop # 3	1 day	Thu 8/10/06	Thu 8/10/06																							
6	Conceptual Estimates for Site & Bldg Concepts	9 days	Fri 8/11/06	Wed 8/23/06																							
7	Site & Bldg Concepts Workshop	1 day	Thu 8/24/06	Thu 8/24/06																							
8	Committee Recommendations to City Council	1 day	Tue 10/10/06	Tue 10/10/06																							
9	PRE-CONSTRUCTION ACTIVITIES	148 days	Mon 7/3/06	Mon 12/23/07																							
10	Soil Bids and Install Temporary Fence Site Around Site	10 days	Wed 7/5/06	Tue 7/18/06																							
11	Idaho Power Engineering for Power Re-Route	14 days	Wed 7/5/06	Mon 7/24/06																							
12	Utility Relocations from Vocellad Alley	10 days	Wed 10/25/06	Tue 11/7/06																							
13	Identify Components/Building Salvage Opportunities	10 days	Fri 7/28/06	Thu 8/10/06																							
14	Soil Local Bids to Amend and Update Existing Hazardous Materials Survey	10 days	Mon 7/3/06	Fri 7/14/06																							
15	Hazardous Materials Survey	20 days	Mon 7/17/06	Fri 8/11/06																							
16	Abatement & Demolition Bid Documents	8 days	Mon 8/14/06	Mon 8/21/06																							
17	Bid Abatement and Demolition Services	15 days	Tue 8/22/06	Mon 9/11/06																							
18	Abatement & Demolition Work	58 days	Mon 10/30/06	Mon 1/15/07																							
19	Preliminary Geo-Technical Investigation	8 days	Wed 12/13/06	Wed 12/20/06																							
20	Complete final topographic survey	5 days	Tue 1/16/07	Mon 1/22/07																							
21	Building Shell/Shell and Core Design & Bid Phase	125 days	Wed 10/11/06	Tue 4/24/07																							
22	Team Shell/Shell & Core Design	29 days	Wed 10/11/06	Mon 11/20/06																							
23	Review Meeting	0 days	Mon 11/20/06	Mon 11/20/06																							
24	Team Shell/Shell and Core 80%	46 days	Tue 11/21/06	Tue 1/23/07																							
25	Review Meeting	0 days	Fri 1/26/07	Fri 1/26/07																							
26	Complete Shell/Shell & Core Design	14 days	Fri 1/26/07	Wed 2/14/07																							
27	Pre-Advertise Shell & Core Bid Phase	10 days	Mon 1/29/07	Fri 2/9/07																							
28	Submit for CZC	0 days	Mon 2/5/07	Mon 2/5/07																							
29	Final Presentation Meeting	0 days	Fri 2/16/07	Fri 2/16/07																							
30	Submit Shell/Shell & Core Plans for Permit Plan Review	0 days	Mon 2/19/07	Mon 2/19/07																							
31	Shell & Core Permit	15 days	Mon 2/19/07	Fri 3/9/07																							
32	Review & Publish Bid Packages for Shell & Core	5 days	Mon 2/19/07	Fri 2/23/07																							
33	Pre-Bid Conference	0 days	Mon 3/12/07	Mon 3/12/07																							
34	Bid Shell & Core Scope of Work	22 days	Mon 2/26/07	Tue 3/27/07																							
35	Award Shell & Core Contract	5 days	Wed 3/28/07	Tue 4/3/07																							
36	Tenant Improvement Design & Bid Phase	276 days	Tue 4/18/06	Tue 5/8/07																							
37	Team TI 30% Design	48 days	Tue 11/21/06	Tue 1/23/07																							
38	Review Meeting	0 days	Tue 1/23/07	Tue 1/23/07																							
39	Team TI 50% Design	15 days	Wed 1/24/07	Tue 2/13/07																							
40	Review Meeting	0 days	Tue 2/13/07	Tue 2/13/07																							
41	Complete Design	23 days	Wed 2/14/07	Fri 3/16/07																							
42	Pre-Advertise TI Bid Phase	10 days	Mon 2/26/07	Fri 3/9/07																							
43	Owner Review Period	5 days	Mon 3/12/07	Fri 3/16/07																							
44	Finalize Documents	5 days	Mon 3/19/07	Fri 3/23/07																							
45	Submit TI Plans for Permit-Plan Review	0 days	Fri 3/23/07	Fri 3/23/07																							
46	TI Permit	15 days	Mon 3/26/07	Fri 4/13/07																							
47	Review & Publish Bid Packages for TI's	5 days	Mon 3/19/07	Fri 3/23/07																							
48	Pre-Bid Conference	0 days	Tue 4/16/06	Tue 4/16/06																							
49	Bid TI Scope of Work	21 days	Tue 4/3/07	Tue 5/1/07																							
50	Award TI Contract(s)	5 days	Wed 5/2/07	Tue 5/8/07																							

Project: City Hall Conceptual Construction
Date: Wed 5/13/06

Task Progress Summary External Tasks
Split Milestone Project Summary External Milestone Deadline

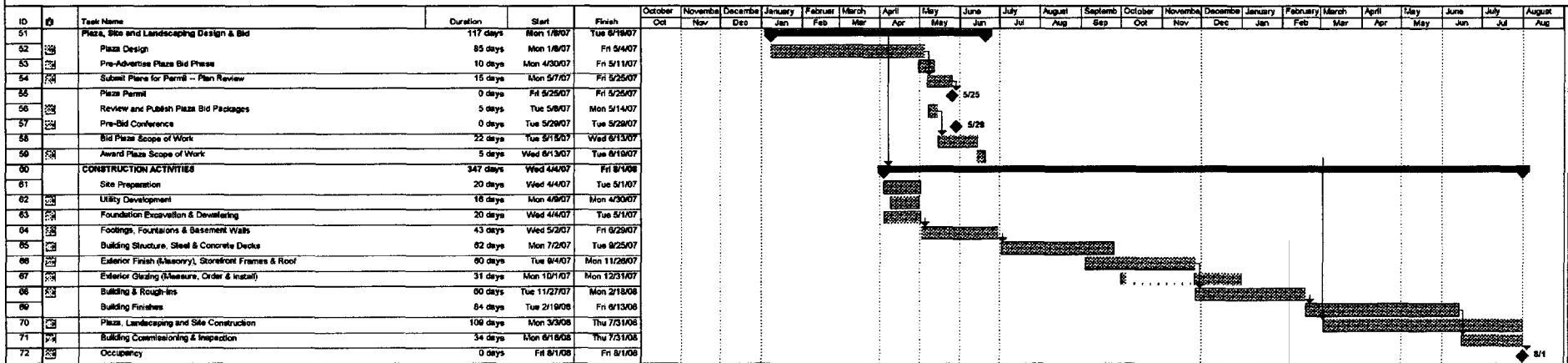
City Hall Conceptual Construction Schedule 01-23-07 Ver 1.1

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PETRA50220

MERIDIAN CITY HALL
CONCEPTUAL DESIGN & DEVELOPMENT SCHEDULE
TEAM LCA/PETRA



Project: City Hall Conceptual Construction
Date: Wed 5/13/09

Task  Progress  Summary  External Tasks  Milestone 
Split  Milestone  Project Summary  External Milestone  Milestone 

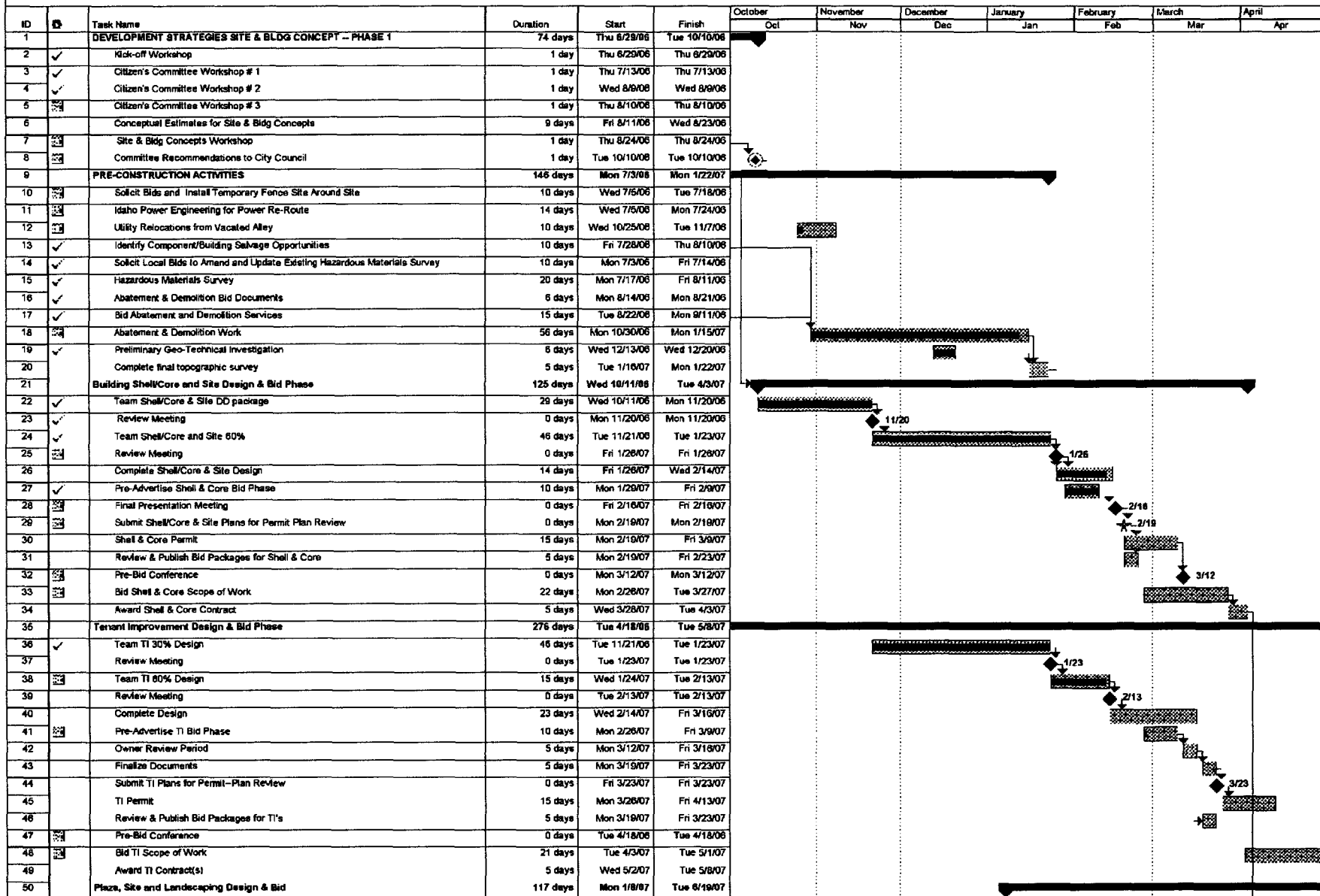
City Hall Conceptual Construction Schedule 01-23-07 Ver 1.1

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PETRA50221

003237

**MERIDIAN CITY HALL
CONCEPTUAL DESIGN & DEVELOPMENT SCHEDULE
TEAM LCA-PETRA**



Project: City Hall Conceptual Construct
Date: Wed 5/13/09

Task
Split

Progress
Milestone

Summary
Project Summary

External Tasks
External Milestone

Deadline

**MERIDIAN CITY HALL
CONCEPTUAL DESIGN & DEVELOPMENT SCHEDULE
TEAM LCA-PETRA**

ID	Task Name	Duration	Start	Finish	October	November	December	January	February	March	April
					Oct	Nov	Dec	Jan	Feb	Mar	Apr
51	Plaza Design	85 days	Mon 1/8/07	Fri 5/4/07							
52	Pre-Advertise Plaza Bid Phase	10 days	Mon 4/30/07	Fri 5/11/07							
53	Submit Plans for Permit - Plan Review	15 days	Mon 5/7/07	Fri 5/25/07							
54	Plaza Permit	0 days	Fri 5/25/07	Fri 5/25/07							
55	Review and Publish Plaza Bid Packages	5 days	Tue 5/8/07	Mon 5/14/07							
56	Pre-Bid Conference	0 days	Tue 5/29/07	Tue 5/29/07							
57	Bid Plaza Scope of Work	22 days	Tue 5/15/07	Wed 6/13/07							
58	Award Plaza Scope of Work	5 days	Wed 6/13/07	Tue 6/19/07							
59	CONSTRUCTION ACTIVITIES	347 days	Wed 4/4/07	Fri 8/1/08							
60	Site Preparation	20 days	Wed 4/4/07	Tue 5/1/07							
61	Utility Development	16 days	Mon 4/9/07	Mon 4/30/07							
62	Foundation Excavation & Dewatering	20 days	Wed 4/4/07	Tue 5/1/07							
63	Footings, Foundations & Basement Walls	43 days	Wed 5/2/07	Fri 6/26/07							
64	Building Structure, Steel & Concrete Decks	62 days	Mon 7/2/07	Tue 9/25/07							
65	Exterior Finish (Masonry), Storefront Frames & Roof	60 days	Tue 9/4/07	Mon 11/26/07							
66	Exterior Glazing (Measure, Order & Install)	31 days	Mon 10/1/07	Mon 12/31/07							
67	Building & Rough-ins	90 days	Tue 11/27/07	Mon 2/18/08							
68	Building Finishes	64 days	Tue 2/19/08	Fri 6/13/08							
69	Plaza, Landscaping and Site Construction	109 days	Mon 3/3/08	Thu 7/31/08							
70	Building Commissioning & Inspection	34 days	Mon 6/16/08	Thu 7/31/08							
71	Occupancy	0 days	Fri 8/1/08	Fri 8/1/08							

Project: City Hall Conceptual Constructi
Date: Wed 5/13/09

Task
Split

Progress
Milestone

Summary
Project Summary

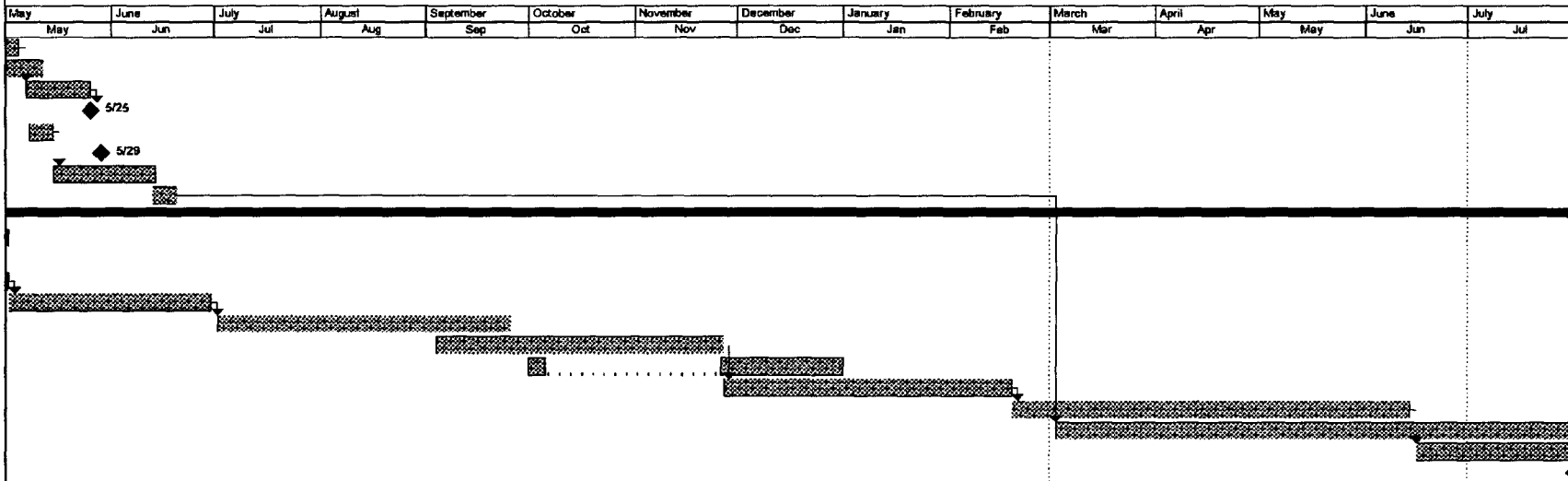
External Tasks
External Milestone

Deadline



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MERIDIAN CITY HALL
CONCEPTUAL DESIGN & DEVELOPMENT SCHEDULE
TEAM LCA-PETRA



Project: City Hall Conceptual Constructi
Date: Wed 5/13/09

Task
Split

Progress
Milestone

Summary
Project Summary

External Tasks
External Milestone

Deadline

MERIDIAN CITY HALL
CONCEPTUAL DESIGN & DEVELOPMENT SCHEDULE
TEAM LCA-PETRA

August	September	October	November	December	January	February	March	April	May	June	July	August	September	October	November
Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov

Project: City Hall Conceptual Constructi
Date: Wed 5/13/09

Task
Split



Progress
Milestone



Summary



Project Summary



External Tasks



External Milestone

Deadline

MERIDIAN CITY HALL
 CONCEPTUAL DESIGN & DEVELOPMENT SCHEDULE
 TEAM LCA-PETRA

August	September	October	November	December	January	February	March	April	May	June	July	August	September	October	November
Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov
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Project: City Hall Conceptual Constructi
 Date: Wed 5/13/09

Task
 Split

Progress
 Milestone

Summary
 Project Summary

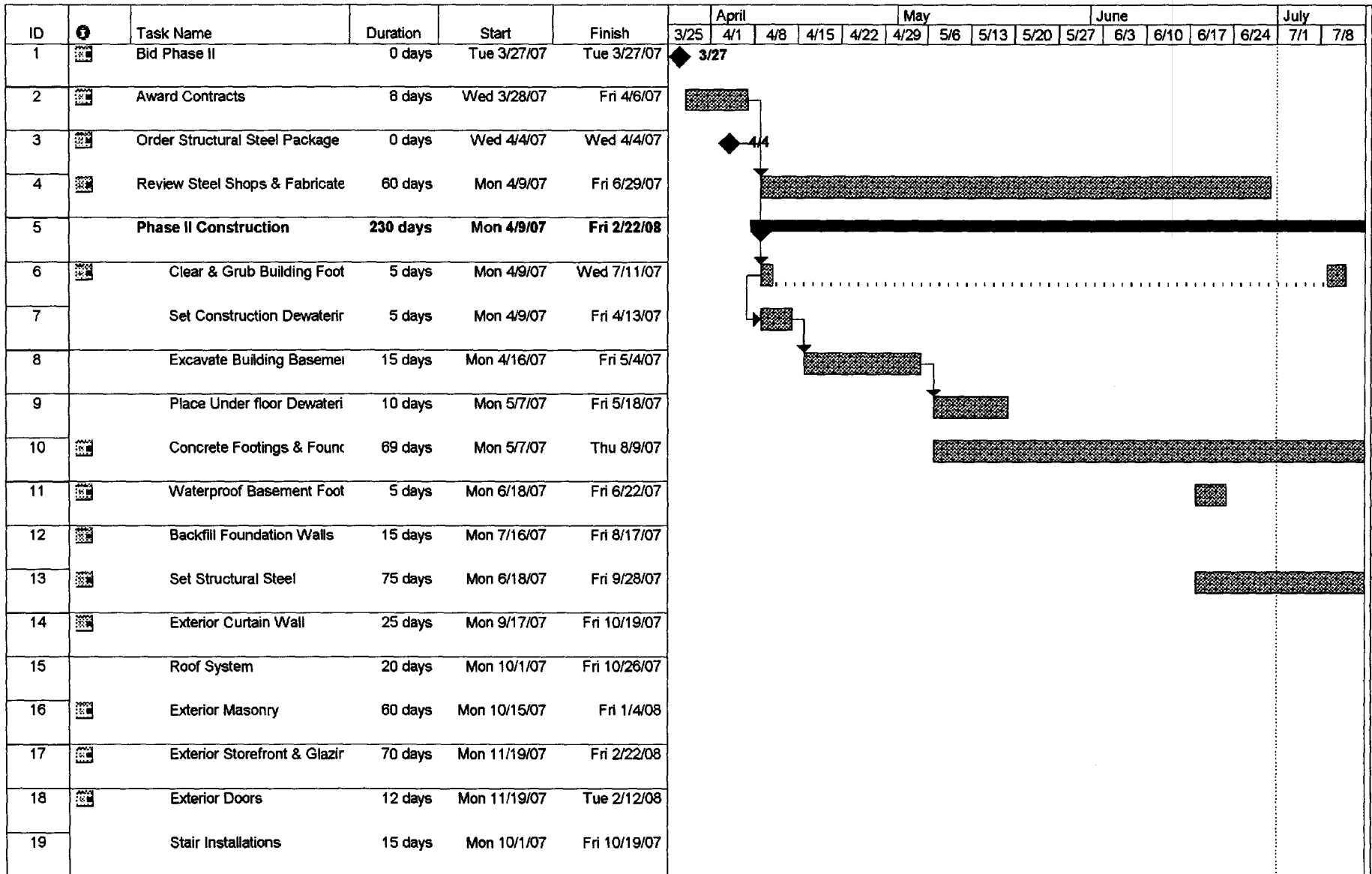
External Tasks
 External Milestone

Deadline

City Hall Conceptual Construction Schedule 02-12-07 Ver 1.0

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003243



Project: Construction Bid Schedule 03-
Date: Wed 5/13/09

Task

Split

Progress

Milestone

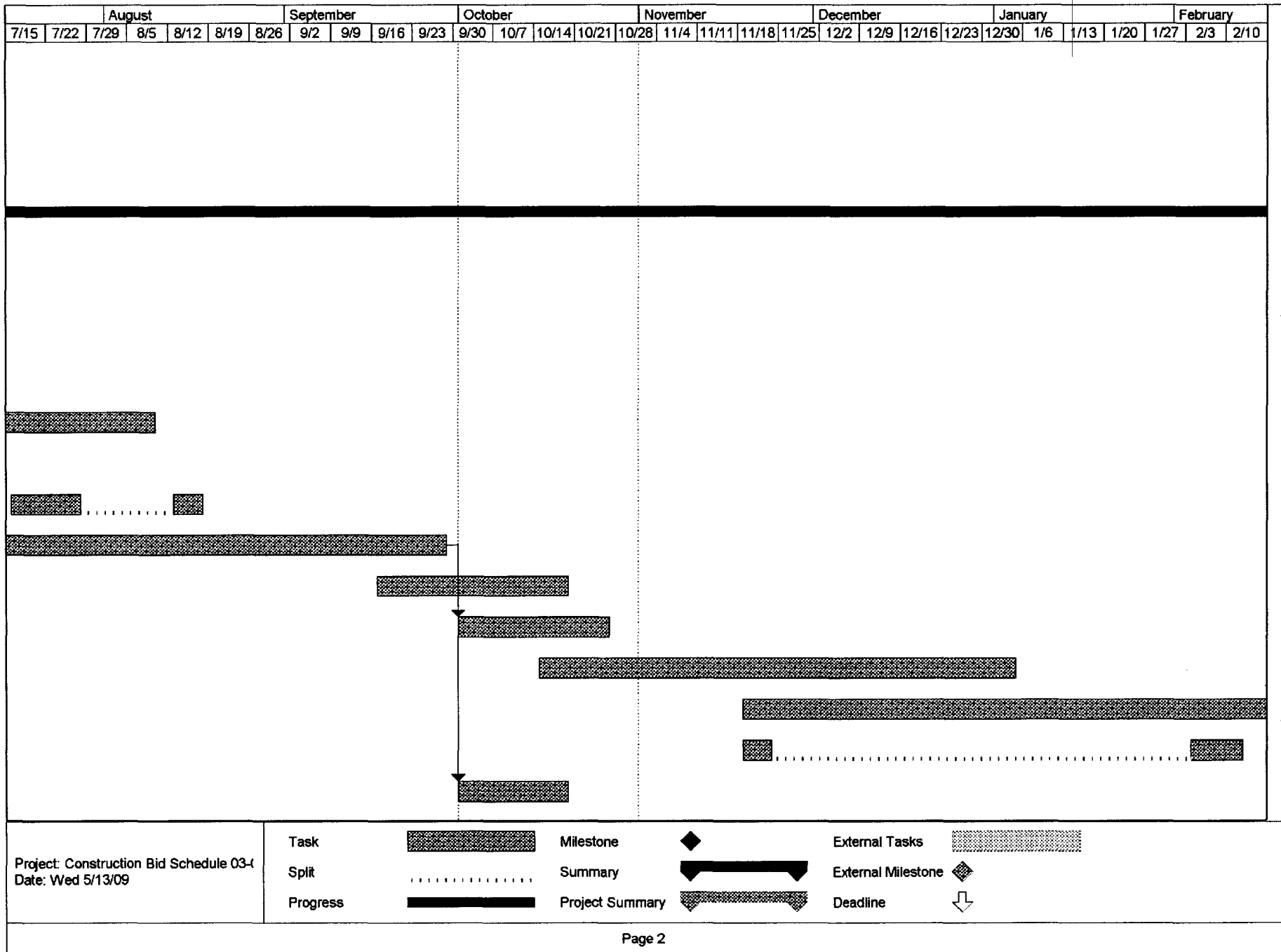
Summary

Project Summary

External Tasks

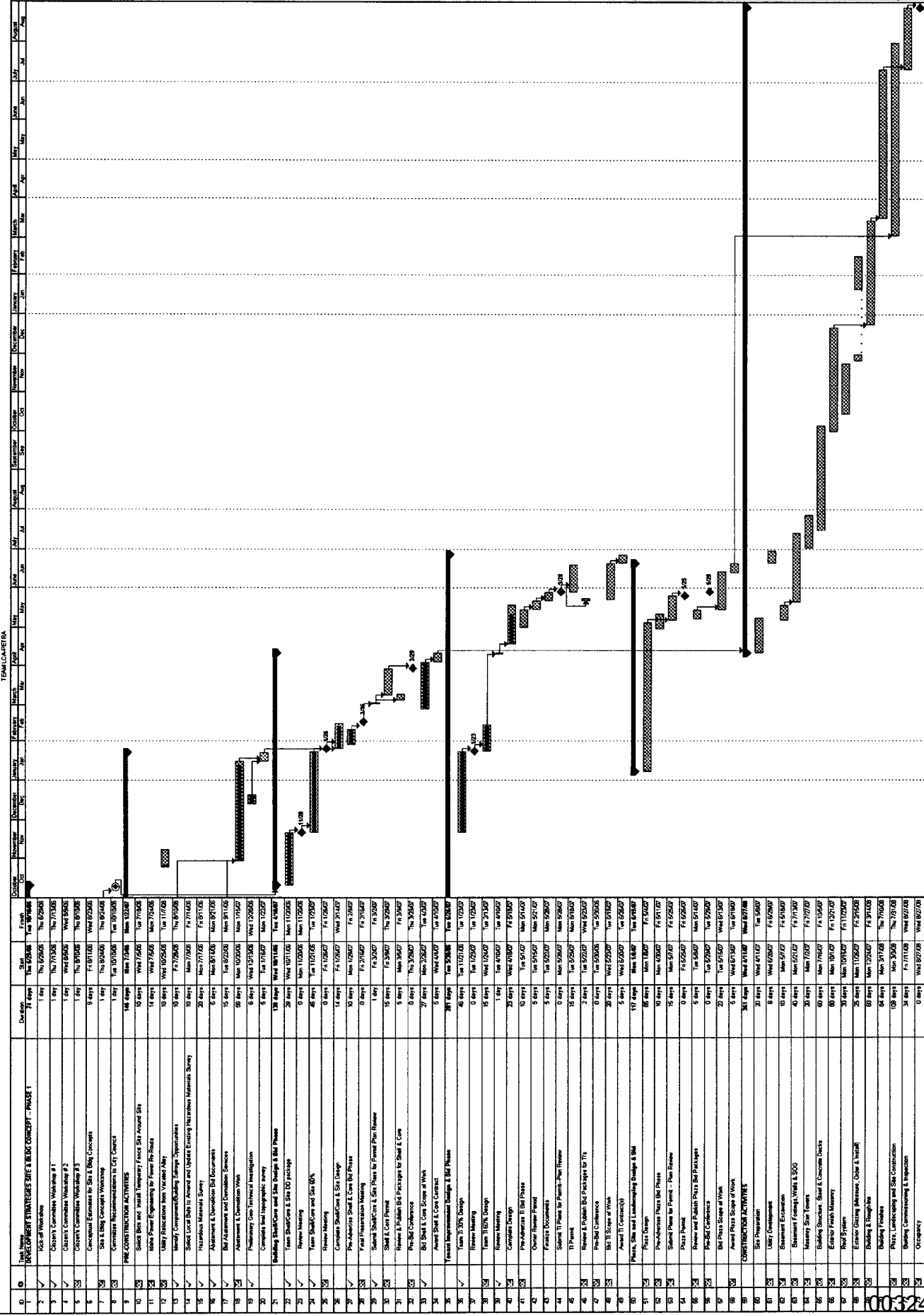
External Milestone

Deadline

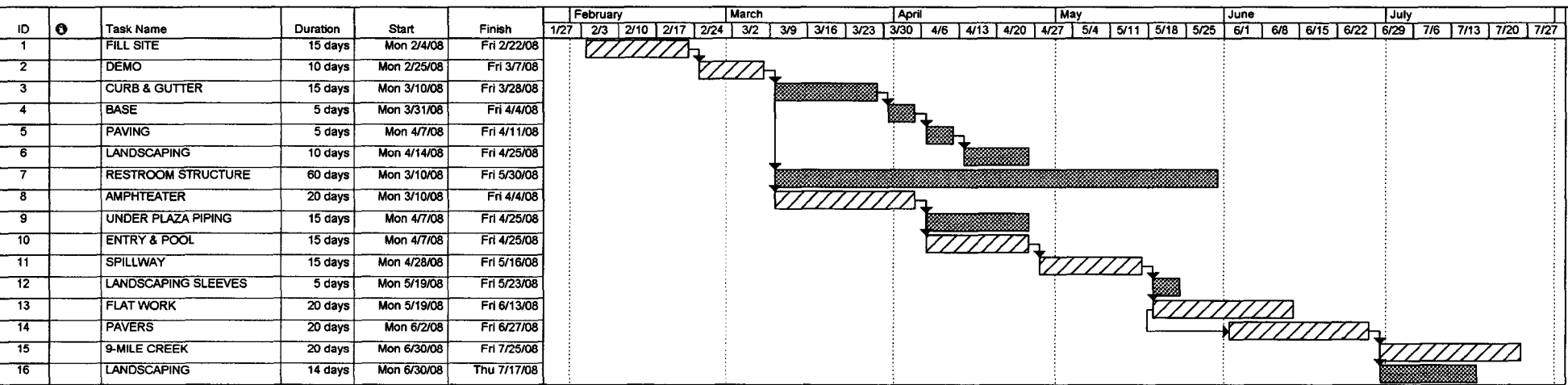


003245

MECHANICAL DESIGN & CONSTRUCTION SCHEDULE



Meridian City Hall
Community Plaza and Site Improvements
Phase IV - Bid Schedule

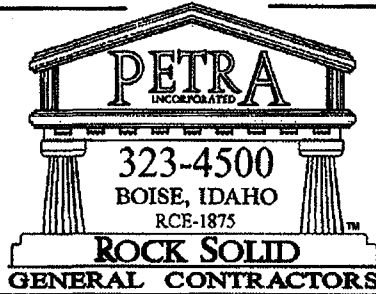


00000248
Project: Plaza 081607-BID SCHEDULE
Date: Wed 5/13/09

Task		Milestone		Rolled Up Critical Task		Split		Group By Summary	
Critical Task		Summary		Rolled Up Milestone		External Tasks			
Progress		Rolled Up Task		Rolled Up Progress		Project Summary			

Item # 33

Value
Engineering



TRANSMITTAL
No. 00013

1097 N. ROSARIO STREET • MERIDIAN, ID 83642 • PHONE: (208) 323-4500 • FAX: (208) 323-4507

PROJECT: Meridian City Hall

060675

DATE: 1/22/2007

TO: City of Meridian
33 E Idaho Avenue

REF: Conceptual Budget

Meridian, ID 83642

PHONE: 888.4433

FAX: 887.4813

ATTN: Keith Watts

CELL: 631.6469

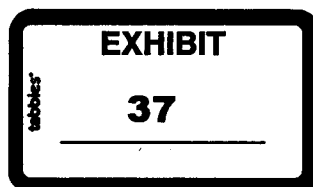
WE ARE SENDING:	SUBMITTED FOR:	ACTION TAKEN:
<input type="checkbox"/> Shop Drawings	<input type="checkbox"/> Approval	<input type="checkbox"/> Approved as Submitted
<input checked="" type="checkbox"/> Letter	<input checked="" type="checkbox"/> Your Use	<input type="checkbox"/> Approved as Noted
<input type="checkbox"/> Prints	<input type="checkbox"/> As Requested	<input type="checkbox"/> Returned After Loan
<input type="checkbox"/> Change Order	<input type="checkbox"/> Review and Comment	<input type="checkbox"/> Resubmit
<input type="checkbox"/> Plans		<input type="checkbox"/> Submit
<input type="checkbox"/> Samples	SENT VIA:	<input type="checkbox"/> Returned
<input type="checkbox"/> Specifications	<input type="checkbox"/> Attached	<input type="checkbox"/> Returned for Corrections
<input type="checkbox"/> Other:	<input checked="" type="checkbox"/> Separate Cover Via: Hand Delivered	<input type="checkbox"/> Due Date:

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	8	1/22/2007				Conceptual Budget (20%) Single Page	NEW

Remarks: Keith:

This transmittal is in follow-up to note the single page conceptual budget distributed at the Mayor's Building Committee meeting this morning.

CC: File



Signed: _____
Wes Bettis

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003249



Project Cost Summary Spreadsheet

Meridian City Hall

Meridian, Idaho
February 12, 2006



Fixtures and Equipment		Budget	20% Estimate 1/15/07
1	Fixtures & Equipment		
2	Demountable Walls (Options to \$1.163 Million)		

Soft Costs		Budget	20% Estimate 1/15/07
1	City Fees - Preapplication Meeting		
2	City Fees - Conditional Use		
3	City Fees - Plan Check		
4	City Fees - Bldg Permit		
5	City Fees - Water & Sewer Connection		
6	City Fees - Outside/Specialty Consultant Plan Ck		
7	ACHD Impact Fees		
8	Local Fire Department Review		
9	DEQ Plan Review		
10	Idaho Power		
11	Union Pacific		
12	Advertisement for Bids		
13	Soil and Geotechnical Report		
14	Survey Work (Design)		
15	Bid Document Costs - Reproduction & Postage		
16	Bond Counsel		
17	Bond Rating (Bond Issuance Cost)		
18	Fiscal Agent		
19	Architectural Programming / Schematic Design		
20	Architectural Design Development-Const. Administration		
21	Architectural Reimbursable		
22	Specialty Consultant-Commissioning Engineer		
23	Specialty Consultant-Traffic Study		
24	Specialty Consultant-Misc.		
25	Legal Counsel		
26	Insurance Costs-Builders Risk		
27	Contingency for Soft Costs		
Total Soft Costs			

Construction Mgmt & Site Acquisition Cost		Budget	20% Estimate 1/15/07
1	Bid Phase I - Asbestos & Demolition		\$426,357
2	Reimbursable - Construction		\$279,812
3	Construction Management Fee		\$574,000
Total CM & Site Acquisition Cost			\$1,319,266

Construction Costs		Budget	20% Estimate 1/15/07
1	Bid Phase II - Shell		\$6,190,571
2	Bid Phase III - Core & TI		\$7,196,480
3	Bid Phase IV - Site & Plaza		\$1,388,109
4	Construction Contingency 5%		\$700,000
Total Construction Estimate		\$12,200,000	\$15,475,160

PETRA

Project: Meridian City Hall - Core & Shell

Client: City of Meridian

Date: January 15, 2007



Building	101,008 SF	Site	29,960 SF
Building Stories:	4	Site Paving	SF
Building Foot Print	29,960 SF	Site Landscaping	SF
Building Construction:	CORE	Site Concrete SOG	SF
Construction Duration:	8.00 Mths	Parking Structure	SF

Description	Unit Cost	Unit	Site Quantity	C&S Quantity	TI Quantity	Site Subtotal	C&S Subtotal	TI Subtotal	Total	Division Total
Division 1 - Division Costs										\$177,541
SURVEY										
CONSTRUCTION STAKING	\$18,000.00	LS		1			\$18,000		\$18,000	
RESTAKING	\$4,000.00	LS		1			\$4,000		\$4,000	
										\$22,000
CLEAN UP										
DAILY CLEAN UP	\$250.00	WKS		35			\$8,750		\$8,750	
FINAL CLEAN UP	\$0.02	SF		101,008			\$2,020		\$2,020	
										\$10,770
TESTING & INSPECTION										
TESTING & INSPECTION	\$18,500.00	LS		1.0			\$18,500		\$18,500	
										\$18,500
TEMPORARY UTILITIES										
TEMP. POWER INSTALLATION	\$2,500.00	LS		1.0			\$2,500		\$2,500	
TEMP. POWER USAGE	\$500.00	MTHS		8.0			\$4,000		\$4,000	
TEMP. WATER INSTALLATION	\$900.00	LS		1.0			\$900		\$900	
TEMP. WATER USAGE	\$150.00	MTHS		8.0			\$1,200		\$1,200	
										\$8,600
MATERIALS & SUPPLIES										
SUPPLIES & POSTAGE	\$150.00	MTHS		8.0			\$1,200		\$1,200	
DRINKING WATER	\$50.00	MTHS		8.0			\$400		\$400	
PHOTOGRAPHS	\$80.00	MTHS		8.0			\$640		\$640	
SCHEDULE PLOTTING/PRINTING	\$40.00	MTHS		8.0			\$320		\$320	
PLAN REPRODUCTION	\$500.00	MTHS		8.0			\$4,000		\$4,000	
										\$6,560
SAFETY										
SECURITY	\$500.00	MTHS		8.0			\$4,000		\$4,000	
SAFETY REVIEW CONSULTANT	\$750.00	MTHS		8.0			\$6,000		\$6,000	
SAFETY MATERIAL AND LABOR	\$0.10	SF		101,008.0			\$10,101		\$10,101	
SIGNAGE	\$800.00	LS		1.0			\$800		\$800	
										\$20,901
PROTECTION										
PROTECT FINISH WORK	\$0.01	SF		101,008.0			\$1,010		\$1,010	
STORAGE CONTAINERS	\$150.00	MTHS		8.0			\$1,200		\$1,200	
WEATHER PROTECTION & HEATING	\$10,000.00	MTHS		4.0			\$40,000		\$40,000	
TEMP. FENCE	\$4,000.00	LS		1.0			\$4,000		\$4,000	
										\$46,210

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003251

Description	Unit Cost	Unit	Site Quantity	C&S Quantity	TI Quantity	Site Subtotal	C&S Subtotal	TI Subtotal	Total	Division Total
MAINTAINANCE/OPERATION										
TOILETS	\$575.00	MTHS		8.0			\$4,600		\$4,600	
TEMP. LIGHTING	\$2,500.00	LS		1.0			\$2,500		\$2,500	
TRAFFIC CONTROL	\$6,500.00	LS		1.0			\$6,500		\$6,500	
DEWATERING OPERATION		LS								
HOISTING/CRANING/OFF LOADING	\$5,000.00	LS		1.0			\$5,000		\$5,000	
TRASH BIN	\$1,500.00	MTHS		8.0			\$12,000		\$12,000	
STREET CLEANING	\$425.00	MTHS		8.0			\$3,400		\$3,400	
DUST CONTROL	\$750.00	MTHS		8.0			\$6,000		\$6,000	
EROSION & SEDIMENT CONTROL (MAIN	\$500.00	MTHS		8.0			\$4,000		\$4,000	
										\$44,000
Division 2 Site Construction										\$387,127
DUST CONTROL	\$0.01	SF		101,008			\$1,010		\$1,010	
EROSION CONTROL	\$0.02	SF		101,008			\$2,020		\$2,020	\$3,030
ROUGH GRADE										
EXCAVATE BASEMENT & HAUL OFF	\$10.00	CY		15,000			\$150,000		\$150,000	
BUILDING PAD (STRUCTURAL FILL)	\$13.50	CY		1,108			\$14,960		\$14,960	
FOOTINGS / FOUNDATION / BACKFILL	\$15.50	LF		838			\$12,989		\$12,989	
BACKFILL BASEMENT WALLS	\$13.50	CY		5,000			\$67,500		\$67,500	
PIERS	\$225.00	EA		30			\$6,750		\$6,750	
DEWATERING	\$50,000.00	LS		1			\$50,000		\$50,000	
										\$302,199.00
FINISH GRADE										
BUILDING PADS	\$0.08	SF		29,960			\$2,397		\$2,397	
3/4" ROAD MIX @ SOG	\$20.00	CY		425			\$8,499		\$8,499	
										\$10,895
AC PAVING										
STRIPES & WHEEL STOPS										
SEWER										
8" VCP SEWER	\$34.40	LF		355			\$12,212		\$12,212	
CLEAN OUTS	\$450.00	EA		4			\$1,800		\$1,800	
HOOK UPS	\$850.00	EA		1			\$850		\$850	\$14,862

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 003252

Description	Unit Cost	Unit	Site Quantity	C&S Quantity	TI Quantity	Site Subtotal	C&S Subtotal	TI Subtotal	Total	Division Total
STORMDRAIN & CATCH BASINS										
DOMESTIC WATER										
2" H2O LINE	\$18.00	LF		355			\$6,390		\$6,390	
BACKFLOW	\$500.00	EA		1			\$500		\$500	
HOOK UP	\$750.00	EA		1			\$750		\$750	
DETECTOR CHECK/BACK FLOW	\$8,500.00	LS		1			\$8,500		\$8,500	\$16,140
FIRE LINES										
EXTERIOR FIRE LINES & HYDRANTS	\$40.00	LF		1,000			\$40,000		\$40,000	
ON SITE CONCRETE										
FENCING										
LANDSCAPING										

Description	Unit Cost	Unit	Site Quantity	C&S Quantity	TI Quantity	Site Subtotal	C&S Subtotal	TI Subtotal	Total	Division Total
Division 3 - Concrete										\$804,415
REBAR										
FOOTINGS (56LBS/CY)	\$0.60	LBS		21,112			\$12,667		\$12,667	
FOUNDATION (75LBS/CY)	\$0.60	LBS		29,625			\$17,775		\$17,775	
EMBEDS REBAR	\$1.00	LBS		7,920			\$7,920		\$7,920	
SOG 6" - WWF	\$0.48	SF		30,795			\$14,782		\$14,782	
SOG 5" - WWF	\$0.48	SF		73,360			\$35,213		\$35,213	
PIERS (35LBS/CY)	\$0.48	LBS		6,650			\$3,192		\$3,192	
CMU BAR	\$1.10	SF		25,621			\$28,183		\$28,183	\$119,732
BUILDING CONCRETE										
FOOTINGS	\$250.00	CY		377			\$94,250		\$94,250	
SLAB ON GRADE (6")	\$2.75	SF		30,795			\$84,686		\$84,686	
SLAB ON DECK (5")	\$3.00	SF		73,360			\$220,080		\$220,080	
10" BASEMENT WALL	\$15.00	SF		7,920			\$118,800		\$118,800	
FOUNDATIONS	\$275.00	CY		395			\$108,625		\$108,625	
PIERS	\$275.00	CY		190			\$52,250		\$52,250	
UNDER SLAB VAPOR BARRIER	\$0.20	SF		29,960			\$5,992		\$5,992	
										\$684,683
Division 4 - Masonry										\$2,017,385
MASONRY										
CMU 8 X 8 X 16 SCORED	\$15.00	SF		3,037			\$45,555		\$45,555	
BRICK VENEER	\$13.00	SF		19,372			\$251,836		\$251,836	
SOLIDER CORE BRICK	\$18.00	SF		5,118			\$92,124		\$92,124	
PARAPET STONE CAP	\$90.00	LF		853			\$76,770		\$76,770	
STONE	\$50.00	SF		24,192			\$1,209,600		\$1,209,600	
BRACING AND SHORING	\$59,200.00	LS		1			\$59,200		\$59,200	
CMU TOWERS STAIRS/ ELEVATORS	\$12.50	SF		22,584			\$282,300		\$282,300	\$2,017,385
Division 5 - Metals										\$1,416,690
STRUCT & MISC STEEL										
STRUCTURAL STEEL	\$0.90	LBS		640,000			\$576,000		\$576,000	
STEEL STAIRS	\$7,500.00	EA		12			\$90,000		\$90,000	
MISC. STEEL	\$1.00	LBS		50,000			\$50,000		\$50,000	
JOIST & DECKING	\$3.30	SF		101,008			\$333,326		\$333,326	
BARREL ROOF	\$16.00	SF		5,200			\$83,200		\$83,200	
AWNINGS EXTERIOR	\$1.50	LBS		13,776			\$20,664		\$20,664	
ERECTION	\$0.17	LBS		1,550,000			\$263,500		\$263,500	
										\$1,416,690
Division 6 - Wood & Plastic										\$93,401
ROUGH CARPENTRY										
FRAMING	\$0.04	SF		101,008			\$4,040		\$4,040	
MATERIALS	\$0.08	SF		101,008			\$8,081		\$8,081	
EXTERIOR 7/16" OSB	\$1.25	SF		46,446			\$58,058		\$58,058	
EXTERIOR WRAP	\$0.50	SF		46,446			\$23,223		\$23,223	
										\$93,401
FINISH CARPENTRY										

Description	Unit Cost	Unit	Site Quantity	C&S Quantity	TI Quantity	Site Subtotal	C&S Subtotal	TI Subtotal	Total	Division Total
Division 7 Thermal & Moisture Protection										\$455,177
INSULATION										
R-19 VB EXTERIOR WALLS	\$0.78	SF		46,446			\$36,228		\$36,228	
FOUNDATION SLAB RIGID	\$1.00	SF		1,626			\$1,626		\$1,626	\$37,854
CAULKING & WATER PROOFING										
DAMP PROOFING	\$1.50	SF		1,626			\$2,439		\$2,439	
CAULKING	\$0.13	SF		101,008			\$13,131		\$13,131	\$15,570
ROOFING										
BARREL ROOF	\$9.50	SF		5,200			\$49,400		\$49,400	
TPO ROOF SYSTEM	\$5.60	SF		30,000			\$168,000		\$168,000	
MISC. METALS	\$0.09	SF		101,008			\$9,091		\$9,091	
CEMENTIOUS FIRE PROTECTION 1HR	\$1.50	SF		101,008			\$151,512		\$151,512	
										\$378,003
SIDING										
PENTHOUSE SIDING	\$9.50	SF		2,500			\$23,750		\$23,750	
										\$23,750
Division 8 Doors & Windows										\$369,028
DOORS, FRAMES & HARDWARE										
ALL DOORS INTERIOR	\$900.00	EA		27			\$24,300		\$24,300	
EXTERIOR DOORS	\$1,000.00	EA		9			\$9,000		\$9,000	
STOREFRONT HARDWARE	\$550.00	EA		12			\$6,600		\$6,600	
										\$39,900
OVERHEAD DOORS										
WINDOWS/ GLASS AND GLAZING										
STOREFRONTS	\$32.00	SF		2,456			\$78,592		\$78,592	
CURTAIN WALL	\$42.00	SF		2,012			\$84,504		\$84,504	
6 X 6 ALM	\$792.00	EA		34			\$26,928		\$26,928	
6 X 6 ALM GRIDS	\$1,008.00	EA		58			\$58,464		\$58,464	
6 X 8 ALM GRIDS	\$1,344.00	EA		60			\$80,640		\$80,640	\$329,128
Division 9 Finishes										\$297,694
STUCCO										
FRAMING & DRYWALL, CEILINGS										
CURTAIN WALL FURRING 6"	\$4.90	SF		30,790			\$150,871		\$150,871	
PENTHOUSE FRAMING	\$4.90	SF		10,574			\$51,813		\$51,813	
SHAFT LINER	\$4.53	SF		11,408			\$51,678		\$51,678	
EXTERIOR WALL FURRING (COLUMNS)	\$6.90	SF		6,280			\$43,332		\$43,332	

Description	Unit Cost	Site Quantity	C&S Quantity	T1 Quantity	Site Subtotal	C&S Subtotal	T1 Subtotal	Division Total
								\$297,694

Description	Unit Cost	Unit	Site Quantity	C&S Quantity	TI Quantity	Site Subtotal	C&S Subtotal	TI Subtotal	Total	Division Total
FLOORING/ CERAMIC TILES/GRANITE TOPS										
PAINT & WALL COVERING										
Division 10 - Specialties										
SPECIALTIES										
Division 11 - Equipment										
LOADING DOCK EQUIPMENT										
APPLIANCES										
ATHLETIC EQUIPMENT										

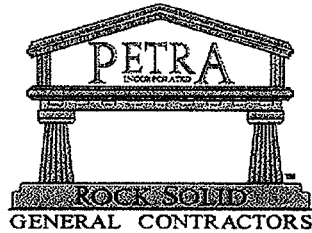
Description	Unit Cost	Unit	Site Quantity	C&S Quantity	TI Quantity	Site Subtotal	C&S Subtotal	TI Subtotal	Total	Division Total
Division 12 - Furnishings										
FURNISHINGS										
Division 13 - Special Construction										
SPECIAL CONSTRUCTION										
Division 14 - Conveying Systems										\$156,675
CONVEYING SYSTEMS										
ELEVATOR	\$156,000.00	LS		1			\$156,000		\$156,000	
ELEVATOR LADDER PITS	\$225.00	EA		3			\$675		\$675	\$156,675
Division 15 - Mechanical										
FIRE PROTECTION										
OTHER										
PLUMBING										
HVAC										
Division 16 - Electrical										
ELECTRICAL										
DIRECT COSTS							\$6,175,133		\$6,175,133	
GENERAL CONDITIONS										
SUBTOTAL									\$6,175,133	
LIABILITY INSURANCE									\$15,438	
ARCHITECT & ENGINEER FEE										
PERMITS & FEES										
CONTINGENCY										
SUBTOTAL									\$6,190,571	
PROFIT & OVERHEAD										
SF VALUES							\$61.29	SF		
TOTAL ESTIMATE									\$6,190,571	

PETRA

Project: City Hall - MEP & TI

Client: City of Meridian

Date: January 15, 2007



Building	101,008 SF	Site	29,960 SF
Building Stories:	4	Site Paving	SF
Building Foot Print	29,960 SF	Site Landscaping	SF
Building Construction:	T.I.	Site Concrete SOG	SF
Construction Duration:	8.00 Mths	Parking Structure	SF

Description	Unit Cost	Unit	Site Quantity	C&S Quantity	TI Quantity	Site Subtotal	C&S Subtotal	TI Subtotal	Total	Division Total
Division I - Prep & Clean										\$172,891
SURVEY										
CONSTRUCTION STAKING	\$18,000.00	LS								
RESTAKING	\$4,000.00	LS			1		\$4,000		\$4,000	
										\$4,000
CLEAN UP										
DAILY CLEAN UP	\$500.00	WKS		35			\$17,500		\$17,500	
FINAL CLEAN UP	\$0.02	SF		101,008			\$2,020		\$2,020	
										\$19,520
TESTING & INSPECTION										
TESTING & INSPECTION	\$18,500.00	LS		1.0			\$18,500		\$18,500	
										\$18,500
TEMPORARY UTILITIES										
TEMP. POWER INSTALLATION	\$2,500.00	LS								
TEMP. POWER USAGE	\$500.00	MTHS		8.0			\$4,000		\$4,000	
TEMP. WATER INSTALLATION	\$900.00	LS								
TEMP. WATER USAGE	\$150.00	MTHS		8.0			\$1,200		\$1,200	
										\$5,200
MATERIALS & SUPPLIES										
SUPPLIES & POSTAGE	\$150.00	MTHS		8.0			\$1,200		\$1,200	
DRINKING WATER	\$50.00	MTHS		8.0			\$400		\$400	
PHOTOGRAPHS	\$80.00	MTHS		8.0			\$640		\$640	
SCHEDULE PLOTTING/PRINTING	\$40.00	MTHS		8.0			\$320		\$320	
PLAN REPRODUCTION	\$500.00	MTHS		8.0			\$4,000		\$4,000	
										\$6,560

Description	Unit Cost	Unit	Site Quantity	C&S Quantity	TI Quantity	Site Subtotal	C&S Subtotal	TI Subtotal	Total	Division Total
SAFETY										
SECURITY	\$500.00	MTHS		8.0			\$4,000		\$4,000	
SAFETY REVIEW CONSULTANT	\$750.00	MTHS		8.0			\$6,000		\$6,000	
SAFETY MATERIAL AND LABOR	\$0.10	SF		101,008.0			\$10,101		\$10,101	
SIGNAGE	\$800.00	LS		1.0			\$800		\$800	
										\$20,901
PROTECTION										
PROTECT FINISH WORK	\$0.01	SF		101,008.0			\$1,010		\$1,010	
STORAGE CONTAINERS	\$150.00	MTHS		8.0			\$1,200		\$1,200	
WEATHER PROTECTION & HEATING	\$10,000.00	MTHS		4.0			\$40,000		\$40,000	
TEMP. FENCE	\$4,000.00	LS		1.0			\$4,000		\$4,000	
										\$48,210
MAINTAINANCE/OPERATION										
TOILETS	\$575.00	MTHS		8.0			\$4,600		\$4,600	
TEMP. LIGHTING	\$2,500.00	LS		1.0			\$2,500		\$2,500	
TRAFFIC CONTROL	\$6,500.00	LS		1.0			\$6,500		\$6,500	
DEWATERING		LS								
HOISTING/CRANING/OFF LOADING	\$5,000.00	LS		1.0			\$5,000		\$5,000	
TRASH BIN	\$2,500.00	MTHS		8.0			\$20,000		\$20,000	
STREET CLEANING	\$425.00	MTHS		8.0			\$3,400		\$3,400	
DUST CONTROL	\$750.00	MTHS		8.0			\$6,000		\$6,000	
EROSION & SEDIMENT CONTROL (MAINT)	\$500.00	MTHS		8.0			\$4,000		\$4,000	
SOIL & GEOTECHNICAL REPORT										

Description	Unit Cost	Unit	Site Quantity	C&S Quantity	TI Quantity	Site Subtotal	C&S Subtotal	TI Subtotal	Total	Division Total
Division 2 - Site Construction										
DUST CONTROL										
ACCESS ROADS										
EROSION CONTROL										
ROUGH GRADE										
CLEAR AND GRUB										
BUILDING PAD (STRUCTURAL FILL)										
FOOTINGS / FOUNDATION / BACKFILL										
PIERS										
FINISH GRADE										
BUILDING PADS										
3/4" ROAD MIX @ SOG										
VB UNDER SLAB										
AC PAVING										
STRIPES & WHEEL STOPS										
SEWER										
8" VCP SEWER										
CLEAN OUTS										
MONITOR MANHOLES										
HOOK UPS										
STORMDRAIN & CATCH BASINS										
DOMESTIC WATER										
2" H2O LINE										
BACKFLOW										
HOOK UP										
DETECTOR CHECK/BACK FLOW										
FIRE LINES										

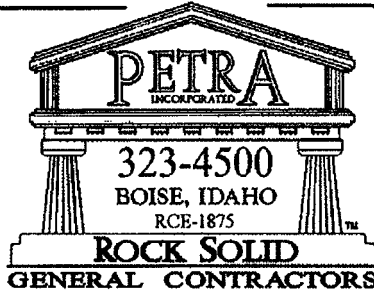
Description	Unit Cost	Unit	Site Quantity	C&S Quantity	TI Quantity	Site Subtotal	C&S Subtotal	TI Subtotal	Total	Division Total
Division 5 Metals										\$4,725
STRUCT & MISC STEEL										
STRUCTURAL STEEL										
STEEL STAIRS										
MISC. STEEL										
JOIST & DECKING										
BARREL ROOF										
ARCHITECTURAL RAILS	\$135.00	LF		35			\$4,725		\$4,725	
AWNINGS EXTERIOR										
ERECTION										
										\$4,725
Division 6 Wood & Plastic										\$84,670
ROUGH CARPENTRY										
FRAMING										
MATERIALS										
EXTERIOR OSB										
FINISH CARPENTRY										
WOOD TRIM (BASE)	\$5.00	LF		1,500			\$7,500		\$7,500	
WOOD PANELS	\$8.00	SF		2,000			\$16,000		\$16,000	
RECEPTION/LOBBY	\$500.00	LF		48			\$24,000		\$24,000	
BASE CABINETS	\$135.00	LF		160			\$21,600		\$21,600	
UPPER CABINETS	\$125.00	LF		90			\$11,250		\$11,250	
COUNTERTOPS	\$60.00	LF		72			\$4,320		\$4,320	
										\$84,670
Division 7 Thermal & Moisture Protection										\$35,799
INSULATION										
R-19 VB EXTERIOR	\$0.78	SF								
R-11 INTERIOR	\$0.50	SF		71,598			\$35,799		\$35,799	
										\$35,799
CAULKING & WATER PROOFING										
DAMP PROOFING										
CAULKING										
ROOFING										
BARREL ROOF										
TPO ROOF SYSTEM										
MISC. METALS										
CEMENTIOUS FIRE PROTECTION 1HR										
SIDING										

Description	Unit Cost	Unit	Site Quantity	C&S Quantity	TI Quantity	Site Subtotal	C&S Subtotal	TI Subtotal	Total	Division Total
Division 8: Doors & Windows										\$123,300
DOORS, FRAMES & HARDWARE										
ALL DOORS INTERIOR	\$900.00	EA		137			\$123,300		\$123,300	
										\$123,300
OVERHEAD DOORS										
WINDOWS/ GLASS AND GLAZING										
Division 9: Finishes										\$894,646
STUCCO										
FRAMING & DRYWALL, CEILINGS										
EXTERIOR WALL SHEETROCK	\$1.00	SF		40,000			\$40,000		\$40,000	
INTERIOR WALLS (3-5/8")	\$3.90	SF		71,598			\$279,232		\$279,232	
INTERIOR WALLS FURRING	\$2.97	SF		21,720			\$64,508		\$64,508	
BARREL CEILING	\$6.80	SF		886			\$6,025		\$6,025	
HARD CEILINGS	\$2.70	SF		1,636			\$4,417		\$4,417	
CURVED WALLS	\$67.00	LF		34			\$2,278		\$2,278	
SOFFITS	\$35.80	LF		320			\$11,456		\$11,456	
FRP (JANITOR CLOSET SMALL BATH 4')	\$2.75	SF		480			\$1,320		\$1,320	
ACOUSTICAL CEILINGS 2 X 4 STANDARD	\$1.25	SF		63,004			\$78,755		\$78,755	
ACOUSTICAL CEILINGS 2 X 2 2nd LOOK	\$1.40	SF		13,414			\$18,780		\$18,780	
										\$506,771
FLOORING/ CERAMIC TILES/GRANITE TOPS										
CARPET & BASE	\$2.75	SF		74,738			\$205,530		\$205,530	
CERAMIC FLOOR TILE	\$10.00	SF		1,680			\$16,800		\$16,800	
CERAMIC WALL TILE	\$12.00	SF		4,080			\$48,960		\$48,960	
GRANITE TOPS	\$65.00	SF		560			\$36,400		\$36,400	
										\$307,690
PAINT & WALL COVERING										
INTERIOR WALLS	\$0.50	SF		135,248			\$67,624		\$67,624	
INTERIOR CEILINGS	\$0.50	SF		2,522			\$1,261		\$1,261	
HM DOORS AND FRAMES	\$55.00	EA		137			\$7,535		\$7,535	
MISC. TRIM	\$1.55	LF		1,500			\$2,325		\$2,325	
STAIR RAILS	\$120.00	EA		12			\$1,440		\$1,440	\$80,185

Description	Unit Cost	Unit	Site Quantity	C&S Quantity	TI Quantity	Site Subtotal	C&S Subtotal	TI Subtotal	Total	Division Total
Division 10 - Specialties										\$21,625
SPECIALTIES										
TOILET ACCESSORIES	\$625.00	EA		10			\$6,250		\$6,250	
TOILET PARTITIONS	\$9,975.00	LS		1			\$9,975		\$9,975	
FIRE EXTINGUISHERS	\$150.00	EA		36			\$5,400		\$5,400	
OPERABLE PARTITIONS	\$35.00	SF								
										\$21,625
Division 11 - Equipment										
LOADING DOCK EQUIPMENT										
APPLIANCES										
		-								
		-								
		-								
		-								
		-								
		-								
		-								
		-								
ATHLETIC EQUIPMENT										
Division 12 - Furnishings										\$467,253
FURNISHINGS										
ACCESS FLOORS	\$6.50	SF		71,885			\$467,253		\$467,253	
										\$467,253
Division 13 - Special Construction										
SPECIAL CONSTRUCTION										
Division 14 - Conveying Systems										
CONVEYING SYSTEMS										

Description	Unit Cost	Unit	Site Quantity	C&S Quantity	TI Quantity	Site Subtotal	C&S Subtotal	TI Subtotal	Total	Division Total
Division 15 - Mechanical										\$3,097,915
FIRE PROTECTION										
FIRE SPRINKLER - ENGINEER ESTIMATE	\$3.05	SF		101,008			\$308,074		\$308,074	
OTHER										\$308,074
PLUMBING										
PLUMBING - ENGINEER ESTIMATE	\$5.33	SF		101,008			\$538,373		\$538,373	
HVAC										
HVAC- ENGINEER ESTIMATE	\$22.29	SF		101,008			\$2,251,468		\$2,251,468	
										\$2,251,468
Division 16 - Electrical										\$2,275,710
ELECTRICAL										
ELECTRICAL - CORE & SHELL	\$22.53	SF		101,008			\$2,275,710		\$2,275,710	
DIRECT COSTS										
GENERAL CONDITIONS							\$7,129,074		\$7,178,534	
SUBTOTAL									\$7,178,534	
LIABILITY INSURANCE									\$17,946	
ARCHITECT & ENGINEER FEE										
PERMITS & FEES										
CONTINGENCY										
SUBTOTAL									\$7,196,480	
PROFIT & OVERHEAD										
SF VALUES							\$71.25	SF		
TOTAL ESTIMATE									\$7,196,480	

PETRA



TRANSMITTAL
No. 00035

1097 N. ROSARIO STREET • MERIDIAN, ID 83642 • PHONE: (208) 323-4500 • FAX: (208) 323-4507

PROJECT: Meridian City Hall # 060675 **DATE:** 2/12/2007
TO: City of Meridian **REF:** Construction Budgets
33 E Idaho Avenue
Meridian, ID 83642
ATTN: Keith Watts **PHONE:** 888.4433
FAX: 887.4813
CELL: 631.6469

WE ARE SENDING:	SUBMITTED FOR:	ACTION TAKEN:
<input type="checkbox"/> Shop Drawings	<input type="checkbox"/> Approval	<input type="checkbox"/> Approved as Submitted
<input checked="" type="checkbox"/> Letter	<input checked="" type="checkbox"/> Your Use	<input type="checkbox"/> Approved as Noted
<input type="checkbox"/> Prints	<input checked="" type="checkbox"/> As Requested	<input type="checkbox"/> Returned After Loan
<input type="checkbox"/> Change Order	<input checked="" type="checkbox"/> Review and Comment	<input type="checkbox"/> Resubmit
<input type="checkbox"/> Plans		<input type="checkbox"/> Submit
<input type="checkbox"/> Samples	SENT VIA:	<input type="checkbox"/> Returned
<input type="checkbox"/> Specifications	<input checked="" type="checkbox"/> Attached	<input type="checkbox"/> Returned for Corrections
<input type="checkbox"/> Other:	<input type="checkbox"/> Separate Cover Via: Hand Delivered	<input type="checkbox"/> Due Date:

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	6	2/12/2007				60% Shell Design Construction Budget	NA
2	6	2/12/2007				30 % Core & TI Design Construction Budget	NA
3	6	2/12/2007				Shell, Core & TI Budget Summary	NA
4	6	2/12/2007				Updated Project Schedule	NA

Remarks: Keith:

Please distribute for inclusion in the CM Plan Binders under the BUDGET tab, in all six sets delivered to you previously. The copies of the updated schedule are for the tab titled schedule.

If you have any questions or require additional information, please contact me at your convenience.

CC: File

Signed: _____
Wes Bettis

Expedition ®
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Petra60716
003267

Meridian City HallMeridian, Idaho
February 12, 2006

Fixtures and Equipment		Budget	20% Estimate 1/15/07	60% Estimate 2/12/07
1	Fixtures & Equipment			
2	Demountable Walls (Options to \$1.163 Million)			\$465,910

Soft Costs		Budget	20% Estimate 1/15/07	60% Estimate 2/12/07
1	City Fees - Preapplication Meeting			
2	City Fees - Conditional Use			
3	City Fees - Plan Check			
4	City Fees - Bldg Permit			
5	City Fees - Water & Sewer Connection			
6	City Fees - Outside/Specialty Consultant Plan Ck			
7	ACHD Impact Fees			
8	Local Fire Department Review			
9	DEQ Plan Review			
10	Idaho Power			
11	Union Pacific			
12	Advertisement for Bids			
13	Soil and Geotechnical Report			
14	Survey Work (Design)			
15	Bid Document Costs - Reproduction & Postage			
16	Bond Counsel			
17	Bond Rating (Bond Issuance Cost)			
18	Fiscal Agent			
19	Architectural Programing / Schematic Design			
20	Architectural Design Development-Const. Administration			
21	Architectural Reimbursables			
22	Specialty Consultant-Commissioning Engineer			
23	Specialty Consultant-Traffic Study			
24	Specialty Consultant-Misc.			
25	Legal Counsel			
26	Insurance Costs-Builders Risk			
27	Contingency for Soft Costs			
Total Soft Costs				

Construction Mgmt & Site Acquisition Cost		Budget	20% Estimate 1/15/07	60% Estimate 2/12/07
1	Bid Phase I - Asbestos & Demolition		\$426,357	\$426,357
2	Reimbursables - Construction		\$279,812	\$279,812
3	Construction Management Fee		\$574,000	\$574,000
Total CM & Site Acquisition Cost			\$1,319,266	\$1,319,294

Construction Costs		Budget	20% Estimate 1/15/07	60% Estimate 2/12/07
1	Bid Phase II - Core & Shell		\$6,190,571	\$5,266,791
2	Bid Phase III - MEP's & Tenant Improvement		\$7,196,480	\$8,714,942
3	Bid Phase IV - Site & Plaza		\$1,388,109	\$1,500,000
4	Construction Contingency 5%		\$700,000	\$772,300
Total Construction Cost		\$12,200,000	\$15,475,160	\$16,254,033

TOTAL PROJECT COSTS				
Total Project Cost		\$0	\$0	\$0

PETRA

Project: Meridian City Hall - Phase II - Shell

Client: City of Meridian

Date: February 12, 2007



Building	101,008 SF	Site	29,960 SF
Building Levels:	4	Site Paving	SF
Building Foot Print	29,960 SF	Site Landscaping	SF
Building Construction:	Shell	Site Concrete SOG	SF
Construction Duration:	8.00 Mths	Parking Structure	SF

Description	Unit Cost	Unit	Site Quantity	C&S Quantity	TI Quantity	Site Subtotal	C&S Subtotal	TI Subtotal	Total	Division Total
										\$181,029
SURVEY										
CONSTRUCTION STAKING	\$18,000.00	LS		1			\$18,000		\$18,000	
RESTAKING	\$4,000.00	LS		1			\$4,000		\$4,000	
										\$22,000
CLEAN UP										
DAILY CLEAN UP	\$250.00	WKS		35			\$8,750		\$8,750	
FINAL CLEAN UP	\$0.02	SF		101,008			\$2,020		\$2,020	
										\$10,770
TESTING & INSPECTION										
TESTING & INSPECTION	\$18,500.00	LS		1.0			\$18,500		\$18,500	
										\$18,500
TEMPORARY UTILITIES										
TEMP. POWER INSTALLATION	\$2,500.00	LS		1.0			\$2,500		\$2,500	
TEMP. POWER USAGE	\$500.00	MTHS		8.0			\$4,000		\$4,000	
TEMP. WATER INSTALLATION	\$900.00	LS		1.0			\$900		\$900	
TEMP. WATER USAGE	\$150.00	MTHS		8.0			\$1,200		\$1,200	
										\$8,600
MATERIALS & SUPPLIES										
SUPPLIES & POSTAGE	\$150.00	MTHS		8.0			\$1,200		\$1,200	
DRINKING WATER	\$50.00	MTHS		8.0			\$400		\$400	
PHOTOGRAPHS	\$80.00	MTHS		8.0			\$640		\$640	
SCHEDULE PLOTTING/PRINTING	\$40.00	MTHS		8.0			\$320		\$320	
PLAN REPRODUCTION	\$500.00	MTHS		8.0			\$4,000		\$4,000	
										\$6,560
SAFETY										
SECURITY	\$500.00	MTHS		8.0			\$4,000		\$4,000	
SAFETY REVIEW CONSULTANT	\$750.00	MTHS		8.0			\$6,000		\$6,000	
SAFETY MATERIAL AND LABOR	\$0.10	SF		101,008.0			\$10,101		\$10,101	
SIGNAGE	\$800.00	LS		1.0			\$800		\$800	
										\$20,901
PROTECTION										
PROTECT FINISH WORK	\$0.01	SF		101,008.0			\$1,010		\$1,010	
STORAGE CONTAINERS	\$150.00	MTHS		8.0			\$1,200		\$1,200	
WEATHER PROTECTION & HEATING	\$10,000.00	MTHS		4.0			\$40,000		\$40,000	
TEMP. FENCE	\$4,000.00	LS		1.0			\$4,000		\$4,000	
										\$46,210
MAINTENANCE/OPERATION										
PROJECT OFFICE	\$436.00	MTHS		8.0			\$3,488		\$3,488	
TOILETS	\$575.00	MTHS		8.0			\$4,600		\$4,600	
TEMP. LIGHTING	\$2,500.00	LS		1.0			\$2,500		\$2,500	
TRAFFIC CONTROL	\$6,500.00	LS		1.0			\$6,500		\$6,500	
DEWATERING OPERATION		LS								
HOISTING/CRANING/OFF LOADING	\$5,000.00	LS		1.0			\$5,000		\$5,000	
TRASH BIN	\$1,500.00	MTHS		8.0			\$12,000		\$12,000	
STREET CLEANING	\$425.00	MTHS		8.0			\$3,400		\$3,400	
DUST CONTROL	\$750.00	MTHS		8.0			\$6,000		\$6,000	
EROSION & SEDIMENT CONTROL (MAIN	\$500.00	MTHS		8.0			\$4,000		\$4,000	
										\$47,488

Description	Unit Cost	Unit	Site Quantity	C&S Quantity	TI Quantity	Site Subtotal	C&S Subtotal	TI Subtotal	Total	Division Total
BID PACKAGE # 1 - DEWATERING, EXCAVATION, BACKFILL & SITE UTILITIES										
Division 2 - Site Construction										\$358,327
DUST CONTROL	\$0.01	SF		101,008			\$1,010		\$1,010	
EROSION CONTROL	\$0.02	SF		101,008			\$2,020		\$2,020	\$3,030
ROUGH GRADE										
EXCAVATE BASEMENT & HAUL OFF	\$10.00	CY		15,000			\$150,000		\$150,000	
BUILDING PAD (STRUCTURAL FILL)	\$13.50	CY		1,108			\$14,960		\$14,960	
FOOTINGS / FOUNDATION / BACKFILL	\$15.50	LF		838			\$12,989		\$12,989	
BACKFILL BASEMENT WALLS	\$13.50	CY		5,000			\$67,500		\$67,500	
PIERS	\$225.00	EA		30			\$6,750		\$6,750	
DEWATERING	\$50,000.00	LS		1			\$50,000		\$50,000	
										\$302,199.00
FINISH GRADE										
BUILDING PADS	\$0.08	SF		29,960			\$2,397		\$2,397	
3/4" ROAD MIX @ SOG	\$20.00	CY		425			\$8,499		\$8,499	
										\$10,895
SEWER										
8" VCP SEWER	\$34.40	LF		355			\$12,212		\$12,212	
CLEAN OUTS	\$450.00	EA		4			\$1,800		\$1,800	
HOOK UPS	\$850.00	EA		1			\$850		\$850	\$14,862
DOMESTIC WATER										
2" H2O LINE	\$18.00	LF		355			\$6,390		\$6,390	
BACKFLOW	\$500.00	EA		1			\$500		\$500	
HOOK UP	\$750.00	EA		1			\$750		\$750	
DETECTOR CHECK/BACK FLOW	\$8,500.00	LS		1			\$8,500		\$8,500	\$16,140
FIRE LINES										
EXTERIOR FIRE LINES & HYDRANTS	\$40.00	LF		280			\$11,200		\$11,200	
BID PACKAGE # 2 - STRUCTURAL CONCRETE										
Division 3 - Concrete										\$804,416
REBAR										
FOOTINGS (56LBS/CY)	\$0.60	LBS		21,112			\$12,667		\$12,667	
FOUNDATION (75LBS/CY)	\$0.60	LBS		29,625			\$17,775		\$17,775	
EMBEDS REBAR	\$1.00	LBS		7,920			\$7,920		\$7,920	
SOG 6" - WWF	\$0.48	SF		30,795			\$14,782		\$14,782	
SOG 5" - WWF	\$0.48	SF		73,360			\$35,213		\$35,213	
PIERS (35LBS/CY)	\$0.48	LBS		6,650			\$3,192		\$3,192	
CMU BAR	\$1.10	SF		25,621			\$28,183		\$28,183	\$119,732
BUILDING CONCRETE										
FOOTINGS	\$250.00	CY		377			\$94,250		\$94,250	
SLAB ON GRADE (6")	\$2.75	SF		30,795			\$84,686		\$84,686	
SLAB ON DECK (5")	\$3.00	SF		73,360			\$220,080		\$220,080	
10" BASEMENT WALL	\$15.00	SF		7,920			\$118,800		\$118,800	
FOUNDATIONS	\$275.00	CY		395			\$108,625		\$108,625	
PIERS	\$275.00	CY		190			\$52,250		\$52,250	
UNDER SLAB VAPOR BARRIER	\$0.20	SF		29,960			\$5,992		\$5,992	
BID PACKAGE # 3 - MASONRY & STONE										
Division 4 - Masonry										\$1,379,200
MASONRY										
SUBCONTRACTOR BUDGET	\$1,320,000.00	LS		1			\$1,320,000		\$1,320,000	
BRACING AND SHORING	\$59,200.00	LS		1			\$59,200		\$59,200	
										\$1,379,200

Description	Unit Cost	Unit	Site Quantity	C&S Quantity	TI Quantity	Site Subtotal	C&S Subtotal	TI Subtotal	Total	Division Total
BID PACKAGE # 4 - STRUCTURAL STEEL & ERECTION										
Division 5 - Metals										\$1,363,718
STRUCT & MISC STEEL										
STRUCTURAL STEEL--Petra Budget	\$0.90	LBS		990,059			\$891,053		\$891,053	
STEEL STAIRS	\$7,500.00	EA		12			\$90,000		\$90,000	
JOIST & DECKING--Vendor Quote	\$135,150.00	SF		1			\$135,150		\$135,150	
ERECTION	\$0.25	LBS		990,059			\$247,515		\$247,515	
										\$1,363,718
BID PACKAGE # 5 - CARPENTRY										
Division 6 - Wood & Plastic										\$12,121
ROUGH CARPENTRY										
FRAMING	\$0.04	SF		101,008			\$4,040		\$4,040	
MATERIALS	\$0.08	SF		101,008			\$8,081		\$8,081	
EXTERIOR 7/16" OSB (In framing)	\$1.25	SF								
EXTERIOR WRAP (In framing)	\$0.50	SF								
										\$12,121
BID PACKAGE # 6 - EXTERIOR DOORS										
Division 7 - Doors & Windows										\$678,875
DOORS, FRAMES & HARDWARE										
EXTERIOR DOORS--SUBCONTRACTOR	\$27,550.00	LS		1			\$27,550		\$27,550	
										\$27,550
BID PACKAGE # 7 - EXTERIOR CURTAIN WALL FRAMING & SHAFT WALLS										
Division 8 - Signage, Canopies & Accessories										\$301,325
CURTAIN WALL FURRING 6"-SUB QUOTE	\$301,325.00	LS		1			\$301,325		\$301,325	
PENTHOUSE FRAMING		INCL								
SHAFT LINER		INCL								
EXTERIOR WALL FURRING (COLUMNS)		INCL								
										\$301,325
BID PACKAGE # 8 - STOREFRONT, CURTAINWALL & GLAZING										
Division 9 - Roof & Windows										\$350,000
WINDOWS/ GLASS AND GLAZING										
STOREFRONTS-SUB QUOTE	\$350,000.00	LS		1			\$350,000		\$350,000	
CURTAIN WALL		INCL								
										\$350,000
BID PACKAGE # 9 - ROOFING, INSULATION & SHEETMETAL APPLICATIONS										
Division 10 - Thermal & Moisture Protection										\$289,932
INSULATION										
R-19 VB EXTERIOR WALLS	\$0.78	SF		46,446			\$36,228		\$36,228	
FOUNDATION SLAB RIGID	\$1.00	SF		5,720			\$5,720		\$5,720	\$41,948
CAULKING & WATER PROOFING										
DAMP PROOFING	\$3.50	SY		5,720			\$20,020		\$20,020	
CAULKING	\$0.25	SF		101,008			\$25,252		\$25,252	\$45,272
ROOFING										
BARREL ROOF/METAL ROOF-SUB QUOTE	\$37,880.00	LS		1			\$37,880		\$37,880	
TPO CLASS A ROOF SYSTEM--SUB QUOTE	\$148,032.00	LS		1			\$148,032		\$148,032	
MISC. METALS		SF								
CEMENTIOUS FIRE PROTECTION 1HR	\$1.50	SF		11,200			\$16,800		\$16,800	
										\$202,712
SIDING										
PENTHOUSE SIDING		INCL		2,500						

Description	Unit Cost	Unit	Site Quantity	C&S Quantity	TI Quantity	Site Subtotal	C&S Subtotal	TI Subtotal	Total	Division Total							
BID PACKAGE # 10 - ELEVATORS									\$199,175								
Division 10 - Conveying Systems																	
CONVEYING SYSTEMS																	
ELEVATOR	\$198,500.00	LS										1		\$198,500		\$198,500	
ELEVATOR LADDER PITS	\$225.00	EA										3		\$675		\$675	\$199,175
BID PACKAGE # 11 - LOADING DOCK EQUIPMENT																	
Division 11 - Equipment																	
LOADING DOCK EQUIPMENT																	
DIRECT COSTS						\$5,266,791			\$5,266,791								
GENERAL CONDITIONS																	
SUBTOTAL									\$5,266,791								
LIABILITY INSURANCE																	
ARCHITECT & ENGINEER FEE																	
PERMITS & FEES																	
CONTINGENCY																	
SUBTOTAL									\$5,266,791								
PROFIT & OVERHEAD																	
SF VALUES							\$52.14	SF									
TOTAL ESTIMATE									\$5,266,791								

PETRA

Project: Meridian City Hall-Phase III-Core & TI

Client: City of Meridian

Date: February 12, 2007



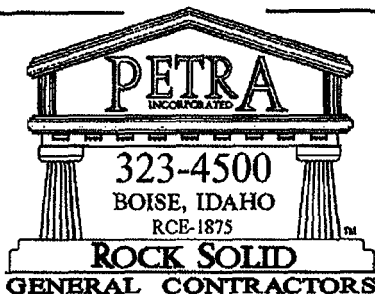
Building	101,008 SF	Site	29,960 SF
Building Levels:	4	Site Paving	0 SF
Building Foot Print	29,960 SF	Site Landscaping	0 SF
Building Construction:	CORE/TI	Site Concrete SOG	0 SF
Construction Duration:	8.00 Mths	Parking Structure	0 SF

Description	Unit Cost	Unit	Site Quantity	C&S Quantity	TI Quantity	Site Subtotal	C&S Subtotal	TI Subtotal	Total	Division Total
										\$181,029
SURVEY										
CONSTRUCTION STAKING	\$18,000.00	LS	0	1		\$0	\$18,000	\$0	\$18,000	
RESTAKING	\$4,000.00	LS		1		\$0	\$4,000	\$0	\$4,000	
										\$22,000
CLEAN UP										
DAILY CLEAN UP	\$250.00	WKS	0	35		\$0	\$8,750	\$0	\$8,750	
FINAL CLEAN UP	\$0.02	SF		101,008		\$0	\$2,020	\$0	\$2,020	
										\$10,770
TESTING & INSPECTION										
TESTING & INSPECTION	\$18,500.00	LS	0.0	1.0		\$0	\$18,500	\$0	\$18,500	
										\$18,500
TEMPORARY UTILITIES										
TEMP. POWER INSTALLATION	\$2,500.00	LS	0.0	1.0		\$0	\$2,500	\$0	\$2,500	
TEMP. POWER USAGE	\$500.00	MTHS	0.0	8.0		\$0	\$4,000	\$0	\$4,000	
TEMP. WATER INSTALLATION	\$900.00	LS	0.0	1.0		\$0	\$900	\$0	\$900	
TEMP. WATER USAGE	\$150.00	MTHS		8.0		\$0	\$1,200	\$0	\$1,200	
										\$8,600
MATERIALS & SUPPLIES										
SUPPLIES & POSTAGE	\$150.00	MTHS	0.0	8.0		\$0	\$1,200	\$0	\$1,200	
DRINKING WATER	\$50.00	MTHS	0.0	8.0		\$0	\$400	\$0	\$400	
PHOTOGRAPHS	\$80.00	MTHS		8.0		\$0	\$640	\$0	\$640	
SCHEDULE PLOTTING/PRINTING	\$40.00	MTHS		8.0		\$0	\$320	\$0	\$320	
PLAN REPRODUCTION	\$500.00	MTHS		8.0		\$0	\$4,000	\$0	\$4,000	
										\$6,560
SAFETY										
SECURITY	\$500.00	MTHS		8.0		\$0	\$4,000	\$0	\$4,000	
SAFETY REVIEW CONSULTANT	\$750.00	MTHS		8.0		\$0	\$6,000	\$0	\$6,000	
SAFETY MATERIAL AND LABOR	\$0.10	SF		101,008.0		\$0	\$10,101	\$0	\$10,101	
SIGNAGE	\$800.00	LS	0.0	1.0		\$0	\$800	\$0	\$800	
										\$20,901
PROTECTION										
PROTECT FINISH WORK	\$0.01	SF		101,008.0		\$0	\$1,010	\$0	\$1,010	
STORAGE CONTAINERS	\$150.00	MTHS		8.0		\$0	\$1,200	\$0	\$1,200	
WEATHER PROTECTION & HEATING	\$10,000.00	MTHS		4.0		\$0	\$40,000	\$0	\$40,000	
TEMP. FENCE	\$4,000.00	LS	0.0	1.0		\$0	\$4,000	\$0	\$4,000	
										\$46,210
MAINTAINANCE/OPERATION										
PROJECT OFFICE	\$436.00	MTHS		8		\$0	\$3,488	\$0	\$3,488	
TOILETS	\$575.00	MTHS	0.0	8.0		\$0	\$4,600	\$0	\$4,600	
TEMP. LIGHTING	\$2,500.00	LS	0.0	1.0		\$0	\$2,500	\$0	\$2,500	
TRAFFIC CONTROL	\$6,500.00	LS		1.0		\$0	\$6,500	\$0	\$6,500	
DEWATERING OPERATION	\$0.00	LS		0.0		\$0	\$0	\$0	\$0	
HOISTING/CRANING/OFF LOADING	\$5,000.00	LS		1.0		\$0	\$5,000	\$0	\$5,000	
TRASH BIN	\$1,500.00	MTHS		8.0		\$0	\$12,000	\$0	\$12,000	
STREET CLEANING	\$425.00	MTHS		8.0		\$0	\$3,400	\$0	\$3,400	
DUST CONTROL	\$750.00	MTHS		8.0		\$0	\$6,000	\$0	\$6,000	
EROSION & SEDIMENT CONTROL (MAINT	\$500.00	MTHS		8.0		\$0	\$4,000	\$0	\$4,000	
										\$44,000

BID PACKAGE # 1 - HANDRAIL & MISCELLANEOUS ARCHITECTURAL METALS									
Division 5 - Metals									
ARCHITECTURAL STEEL									
HANDRAILS & GUARDRAILS	\$135.00	LF	215	\$0	\$29,025	\$0	\$29,025		
AWNINGS EXTERIOR	\$1.50	LBS	13,776	\$0	\$20,664	\$0	\$20,664		
									\$49,689
BID PACKAGE # 2 - GENERAL CARPENTRY									
Division 6 - Wood & Glazing									
FINISH CARPENTRY									
			0						
			0						
BID PACKAGE # 3 - MILLWORK & CABINETRY									
Division 6 - Wood & Glazing									
CABINETRY--SUBCONTRACTOR QUOTE	\$130,556.00	LS	1	\$0	\$130,556	\$0	\$130,556	\$130,556	
BID PACKAGE # 4 - INSULATION									
Division 7 - Thermal & Acoustic									
INSULATION									
R-11 SOUND BATT	\$0.50	SF	71,598	\$0	\$35,799	\$0	\$35,799		
									\$35,799
BID PACKAGE # 5 - CAULKING									
Division 7 - Thermal & Acoustic									
CAULKING & WATER PROOFING									
Caulking Allowance	\$8,000.00	LS	1	\$0	\$8,000	\$0	\$8,000	\$8,000	
									\$8,000
BID PACKAGE # 6 - INTERIOR DOORS, FRAMES & HARDWARE									
Division 8 - Doors & Windows									
DOORS, FRAMES & HARDWARE									
ALL INTERIOR DOORS-SUBCONT QUOTE	\$155,650.00	LS	1		\$155,650	\$0	\$155,650		
									\$155,650
BID PACKAGE # 7 - SECTIONAL & COILING OVERHEAD DOORS									
Division 8 - Doors & Windows									
	\$0.00		0	\$0	\$0	\$0	\$0	\$0	\$0
BID PACKAGE # 8 -- GYPSUM WALL SYSTEMS & ACOUSTICAL TILE CEILINGS									
Division 9 - Finishes									
FRAMING & DRYWALL									
GYPSUM WALLS & CEILINGS SUB QUOTE	\$461,400.00	LS	1	\$0	\$461,400	\$0	\$461,400		
ACOUSTICAL CEILING SYSTEMS									
AC TILE CEILING SUB QUOTE	\$130,800.00	LS	1	\$0	\$130,800	\$0	\$130,800		
			0						\$592,200
BID PACKAGE # 9-CERAMIC TILE WALL/FLOOR & GRANITE COUNTERTOPS									
Division 9 - Finishes									
CERAMIC TILE FLOORS & WALLS/GRANITE TOPS									
			0						
CERAMIC FLOOR TILE	\$10.00	SF	1,680	\$0	\$16,800	\$0	\$16,800		
CERAMIC WALL TILE	\$12.00	SF	4,080	\$0	\$48,960	\$0	\$48,960		
			0						
GRANITE COUNTER TOPS	\$65.00	SF	560	\$0	\$36,400	\$0	\$36,400		
			0						\$102,160

BID PACKAGE # 10- FLOOR COVERINGS									
Division 9 - Finish									
FLOOR COVERINGS- SUB QUOTE	\$302,922.00	LS		1		\$0	\$302,922	\$0	\$302,922
									\$302,922
BID PACKAGE # 11- PAINTING & WALL COVERNGS									
Division 9 - Finish									
PAINT & WALL COVERING									\$125,370
INTERIOR WALLS	\$0.50	SF	0	135,248		\$0	\$67,624	\$0	\$67,624
INTERIOR CEILINGS	\$0.50	SF	0	2,522		\$0	\$1,261	\$0	\$1,261
HM DOORS & FRAMES	\$55.00	EA	0	137		\$0	\$7,535	\$0	\$7,535
MISC TRIM	\$1.55	LF		1,500		\$0	\$2,325	\$0	\$2,325
									\$78,745
BID PACKAGE # 12- RESTROOM ACCESSORIES, FIRE EXTINGUISHERS									
Division 10 - Specialties									
SPECIALTIES									\$46,625
TOILET PARTITIONS	\$9,975.00	LS		1		\$0	\$9,975	\$0	\$9,975
TOILET ACCESSORIES	\$625.00	EA		10	0	\$0	\$6,250	\$0	\$6,250
FIRE EXTINGUISHERS	\$150.00	EA		36		\$0	\$5,400	\$0	\$5,400
Locker Allowance	\$25,000.00	LS		1		\$0	\$25,000	\$0	\$25,000
						\$0	\$0	\$0	\$46,625
BID PACKAGE # 13 - ACCESS FLOORING& OPERABLE WALL SYSTEM									
Division 13 - Special Construction									
ACCESS FLOORING SUB QUOTE	\$739,518.00	LS		1		\$0	\$739,518	\$0	\$739,518
									\$739,518
BID PACKAGE # 14 - WINDOW COVERINGS									
Division 13 - Special Construction									
Petra Budget	\$100.00	EA		161		\$0	\$16,100	\$0	\$16,100
									\$16,100
BID PACKAGE # 15 - OPERABLE PARTITIONS									
Division 13 - Special Construction									
OPERABLE WALL PARTITION SUB QUOTE	\$15,600.00	LS		1		\$0	\$15,600	\$0	\$15,600
									\$15,600
BID PACKAGE # 16 - AUDIO VISUAL SYSTEMS									
Division 13 - Special Construction									
									\$0
BID PACKAGE # 17 - FIRE SUPPRESSION SYSTEMS									
Division 15 - Mechanical									
FIRE PROTECTION									\$3,937,000
SUBCONTRACTOR QUOTE	\$305,000.00	LS		1	0	\$0	\$305,000	\$0	\$305,000
						\$0	\$0	\$0	\$305,000
BID PACKAGE # 18 - PLUMBING SYSTEMS									
Division 15 - Mechanical									
PLUMBING									\$1,282,000
PLUMBING QUOTE	\$387,000.00	LS		1		\$0	\$387,000	\$0	\$387,000
WET SIDE MECHANICAL QUOTE	\$895,000.00	LS		1		\$0	\$895,000	\$0	\$895,000
									\$1,282,000
BID PACKAGE # 19 - HVAC SYSTEMS									
Division 15 - Mechanical									
HVAC	\$0.00			0					\$2,350,000
SUBCONTRACTOR QUOTE	\$2,350,000.00	LS	0	1		\$0	\$2,350,000	\$0	\$2,350,000
						\$0	\$0	\$0	\$2,350,000

BID PACKAGE # 20 - ELECTRICAL SYSTEMS												\$2,323,349
ELECTRICAL												
BUILDING ELECTRICAL -- QUOTE	\$2,275,078.00	LS	1			\$0	\$2,275,078	\$0	\$2,275,078			
EMERGENCY POWER SYSTEM --QUOTE	\$48,271.00	LS	1			\$0	\$48,271	\$0	\$48,271			
												\$2,323,349
DIRECT COSTS												\$8,714,942
GENERAL CONDITIONS												\$0
SUBTOTAL												\$8,714,942
LIABILITY INSURANCE												\$0
ARCHITECT & ENGINEER FEE												\$0
PERMITS & FEES												\$0
CONTINGENCY												
SUBTOTAL												\$8,714,942
PROFIT & OVERHEAD												\$0
SF VALUES												
						\$86.28		SF				
TOTAL ESTIMATE												\$8,714,942



TRANSMITTAL
No. 00201

1097 N. ROSARIO STREET • MERIDIAN, ID 83642 • PHONE: (208) 323-4500 • FAX: (208) 323-4507

PROJECT: Meridian City Hall # 060675 **DATE:** 4/4/2007

TO: City of Meridian
33 E Idaho Avenue
REF: Bid Binder
MCH

Meridian, ID 83642

ATTN: Keith Watts

PHONE: 888.4433
FAX: 887.4813
CELL: 631.6469

WE ARE SENDING:	SUBMITTED FOR:	ACTION TAKEN:
<input type="checkbox"/> Shop Drawings	<input type="checkbox"/> Approval	<input type="checkbox"/> Approved as Submitted
<input type="checkbox"/> Letter	<input type="checkbox"/> Your Use	<input type="checkbox"/> Approved as Noted
<input type="checkbox"/> Prints	<input type="checkbox"/> As Requested	<input type="checkbox"/> Returned After Loan
<input type="checkbox"/> Change Order	<input type="checkbox"/> Review and Comment	<input type="checkbox"/> Resubmit
<input type="checkbox"/> Plans		<input type="checkbox"/> Submit
<input type="checkbox"/> Samples	SENT VIA:	<input type="checkbox"/> Returned
<input type="checkbox"/> Specifications	<input type="checkbox"/> Attached	<input type="checkbox"/> Returned for Corrections
<input type="checkbox"/> Other:	<input type="checkbox"/> Separate Cover Via:	<input type="checkbox"/> Due Date:

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	4/4/2007				Phase II Bid Sheets in Binder. All bids from Bid Opening, April 3, 2007.	

Remarks:

CC: File

Signed: _____
Adam Johnson

Expedition 46

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003277

Petra60726



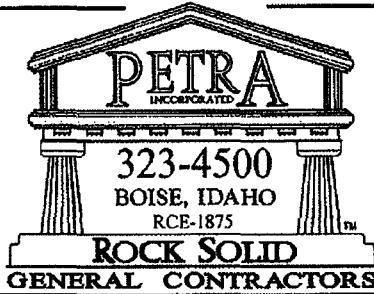
Meridian City Hall

Meridian, Idaho

9-Apr-07



Fixtures and Equipment			Phase II Bids 4/3/2007
1	Fixtures & Equipment		
2	Demountable Walls (Options to \$1.163 Million)		\$465,910
Soft Costs			Phase II Bids 4/3/2007
1	City Fees - Preapplication Meeting		
2	City Fees - Conditional Use		
3	City Fees - Plan Check		
4	City Fees - Bldg Permit		
5	City Fees - Water & Sewer Connection		
6	City Fees - Outside/Specialty Consultant Plan Ck		
7	ACHD Impact Fees		
8	Local Fire Department Review		
9	DEQ Plan Review		
10	Idaho Power		
11	Union Pacific		
12	Advertisement for Bids		
13	Soil and Geotechnical Report		
14	Survey Work (Design)		
15	Bid Document Costs - Reproduction & Postage		
16	Bond Counsel		
17	Bond Rating (Bond Issuance Cost)		
18	Fiscal Agent		
19	Architectural Programing / Schematic Design		
20	Architecural Design Development-Const. Administration		
21	Architectural Reimbursables		
22	Specialty Consultant-Commissioning Engineer		
23	Specialty Consultant-Traffic Study		
24	Specialty Consultant-Misc.		
25	Legal Counsel		
26	Insurance Costs-Builders Risk		
27	Contingency for Soft Costs		
	Total Soft Costs		
Construction Mgmt & Site Acquisition Cost			Phase II Bids 4/3/2007
1	Bid Phase I - Asbestos & Demolition		\$426,357
2	Contaminated Soil Abatement (NTE) 5,000 CY Est		\$415,000
3	Reimbursables - Construction		\$279,812
4	Construction Management Fee		\$574,000
	Total CM & Site Acquisition Cost		\$1,695,169
Construction Costs			Phase II Bids 4/3/2007
1	Bid Phase II - Core & Shell		\$5,836,369
2	Bid Phase III - MEP's & Tenant Improvement		\$8,714,942
3	Bid Phase IV - Site & Plaza		\$1,500,000
4	Construction Contingency 5%		\$802,566
	Value Engineering		-\$800,000
	Total Construction Cost		\$16,053,877
	Bid Alternates:		
	Delete Basement		-\$1,000,000
	Delete South Wing		-\$800,000
	Raise Building by ~ 4-0		-\$300,000
TOTAL PROJECT COSTS			
	Total Project Cost w/FFE, before Alternates	\$0	\$0
			\$18,214,956



TRANSMITTAL
No. 00345

1097 N. ROSARIO STREET • MERIDIAN, ID 83642 • PHONE: (208) 323-4500 • FAX: (208) 323-4507

PROJECT: Meridian City Hall # 060675 **DATE:** 7/25/2007
TO: City of Meridian
33 E Idaho Avenue
Meridian, ID 83642
REF: Meridian City Hall
Phase III Bid Results
Budget Update
PHONE: 888.4433
FAX: 887.4813
CELL: 631.6469
ATTN: Keith Watts

WE ARE SENDING:	SUBMITTED FOR:	ACTION TAKEN:
<input type="checkbox"/> Shop Drawings	<input type="checkbox"/> Approval	<input type="checkbox"/> Approved as Submitted
<input type="checkbox"/> Letter	<input checked="" type="checkbox"/> Your Use	<input type="checkbox"/> Approved as Noted
<input type="checkbox"/> Prints	<input checked="" type="checkbox"/> As Requested	<input type="checkbox"/> Returned After Loan
<input type="checkbox"/> Change Order	<input type="checkbox"/> Review and Comment	<input type="checkbox"/> Resubmit
<input type="checkbox"/> Plans		<input type="checkbox"/> Submit
<input type="checkbox"/> Samples	SENT VIA:	<input type="checkbox"/> Returned
<input type="checkbox"/> Specifications	<input checked="" type="checkbox"/> Attached	<input type="checkbox"/> Returned for Corrections
<input checked="" type="checkbox"/> Other: CD	<input type="checkbox"/> Separate Cover Via: Hand Delivered	<input type="checkbox"/> Due Date:

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	1	7/24/2007				CD with Phase III Bid Results and Monthly Construction Budget Update.	

Remarks:

CC: File

Signed: _____
Wes Bettis

Expedition ®
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Meridian City Hall

Meridian, Idaho

12-Jul-07



Fixtures and Equipment				Phase II Bids 4/3/2007	Phase III Bids 7/12/2007
1	Fixtures & Equipment				
2	Demountable Walls (Options to \$1.163 Million)			In Total Below	In Total Below
Soft Costs				Phase II Bids 4/3/2007	Phase III Bids 7/12/2007
1	City Fees - Preapplication Meeting				
2	City Fees - Conditional Use				
3	City Fees - Plan Check				
4	City Fees - Bldg Permit				
5	City Fees - Water & Sewer Connection				
6	City Fees - Outside/Specialty Consultant Plan Ck				
7	ACHD Impact Fees				
8	Local Fire Department Review				
9	DEQ Plan Review				
10	Idaho Power				
11	Union Pacific				
12	Advertisement for Bids				
13	Soil and Geotechnical Report				
14	Survey Work (Design)				
15	Bid Document Costs - Reproduction & Postage				
16	Bond Counsel				
17	Bond Rating (Bond Issuance Cost)				
18	Fiscal Agent				
19	Architectural Programing / Schematic Design				
20	Architectural Design Development-Const. Administration				
21	Architectural Reimbursables				
22	Specialty Consultant-Commissioning Engineer				
23	Specialty Consultant-Traffic Study				
24	Specialty Consultant-Misc.				
25	Legal Counsel				
26	Insurance Costs-Builders Risk				
27	Contingency for Soft Costs				
Total Soft Costs					
Construction Mgmt & Site Acquisition Costs				Phase II Bids 4/3/2007	Phase III Bids 7/12/2007
1	Bid Phase I - Asbestos & Demolition			\$426,357	\$426,357
2	Contaminated Soil Abatement			\$290,500	\$422,000
2a	Contaminated Soils CM FEE			-	\$51,658
3	Reimbursables - Construction			\$279,812	\$279,812
4	Construction Management Fee			\$574,000	\$574,000
Total CM & Site Acquisition Cost				\$1,570,669	\$1,753,827
Construction Costs				Phase II Bids 4/3/2007	Phase III Bids 7/12/2007
1	Bid Phase II - Core & Shell			\$5,836,369	\$5,836,369
1a	Phase II General Conditions Budget			\$181,029	\$181,029
2	Bid Phase III - MEP's & Tenant Improvement			\$9,180,852	\$9,774,832
2a	Phase III General Conditions Budget			\$181,029	\$181,029
3	Bid Phase IV - Site & Plaza			\$1,500,000	\$1,500,000
4	Construction Contingency 5%			\$825,861	\$855,560
5	LEED Certification Costs			-	\$205,000
	Value Engineering			-\$800,000	?
Total Construction Cost				\$16,905,140	\$18,533,819
TOTAL PROJECT COSTS					
Total Project Cost before Alternates		\$0	\$0	\$18,475,809	\$20,287,646



Meridian City Hall

Meridian, Idaho
28-Aug-07



INCLUDED IN BUDGETS		Conceptual Budget June 30, 2006	20% Estimate January 15, 2007	60% Estimate February 12, 2007	Phase II Bids 4/3/2007	Phase III Bids 7/12/2007	Phase III Bids 7/26/2007	Phase III Bids 8/31/2007	Phase III Bids 9/24/2007
1	Conceptual Budget 80,000 SF @ \$152.50/SF	\$12,200,000							
2									
3	Phase I - Building Demolition & Abatement								
4	Demolition & Abatement of Creamery Structures	Incl'd	\$426,357	\$426,357	\$426,357	\$426,357	\$426,357	\$426,357	\$426,357
5	Contaminated Soils Abatement						\$422,000	\$0	\$422,000
6	Total Phase I - Building Demolition & Abatement		\$426,357	\$426,357	\$426,357	\$426,357	\$848,357	\$426,357	\$848,357
7									
8	Phase II - Core & Shell								
9	Sitework & Utilities		\$387,126	\$387,127	\$610,314	\$610,314	\$610,314	\$610,314	\$610,314
10	Structural Concrete		\$804,415	\$804,415	\$655,595	\$655,595	\$655,595	\$655,595	\$655,595
11	Masonry		\$2,017,385	\$1,655,429	\$1,584,760	\$1,584,760	\$1,584,760	\$1,584,760	\$1,584,760
12	Structural Steel		\$1,416,690	\$1,363,718	\$1,847,000	\$1,847,000	\$1,847,000	\$1,847,000	\$1,847,000
13	Rough Carpentry		\$93,401	\$12,121	\$0	\$0	\$0	\$0	\$0
14	Insulation & Dampproofing		\$53,424	\$53,424	\$67,182	\$67,182	\$67,182	\$67,182	\$67,182
15	Roofing & Sheetmetal		\$378,003	\$169,510	\$182,990	\$182,990	\$182,990	\$182,990	\$182,990
16	Exterior Doors		\$39,900	\$27,550	\$7,820	\$7,820	\$7,820	\$7,820	\$7,820
17	Storefronts & Curtainwall		\$329,128	\$329,128	\$295,321	\$295,321	\$295,321	\$295,321	\$295,321
18	Shaftwall Framing & Drywall		\$297,694	\$297,694	\$363,287	\$363,287	\$363,287	\$363,287	\$363,287
19	Elevator		\$158,675	\$156,675	\$222,100	\$222,100	\$222,100	\$222,100	\$222,100
20	Total Phase II - Core & Shell		\$5,973,841	\$5,266,791	\$5,836,369	\$5,836,369	\$5,836,369	\$5,836,369	\$5,836,369
21									
22	Phase III - T/MEP								
23	Architectural Metalworks		\$4,725	\$49,689	\$49,689	\$73,265	\$73,265	\$73,265	\$73,265
24	Carpentry-Framing, Backing		\$0	\$0	\$0	\$112,000	\$112,000	\$112,000	\$112,000
25	Cabinetry & Casework		\$121,070	\$166,756	\$166,956	\$464,000	\$464,000	\$464,000	\$464,000
26	Insulation & Dampproofing		\$35,799	\$43,799	\$43,799	\$0	\$22,388	\$22,388	\$22,388
27	Interior Doors		\$123,300	\$155,650	\$155,650	\$277,230	\$277,230	\$277,230	\$277,230
28	Interior Storefront		\$0	\$0	\$0	\$68,678	\$68,678	\$68,678	\$68,678
29	Coiling Overhead Doors/Screens		\$0	\$0	\$0	\$5,590	\$5,590	\$5,590	\$5,590
30	Interior Gypsum Drywall Systems		\$506,771	\$592,200	\$592,200	\$1,038,550	\$1,038,550	\$1,038,550	\$1,038,550
31	Ceramic Tile		\$65,760	\$65,760	\$65,760	\$110,953	\$110,953	\$110,953	\$110,953
32	Resilient Flooring		\$205,530	\$302,922	\$302,922	\$182,354	\$182,354	\$182,354	\$182,354
33	Paint & Wallcoverings		\$80,185	\$125,370	\$125,370	\$151,275	\$151,275	\$151,275	\$151,275
34	Specialties		\$21,625	\$46,625	\$46,625	\$110,000	\$110,000	\$110,000	\$110,000
35	Operable Partitions		\$0	\$15,600	\$15,600	\$20,840	\$20,840	\$20,840	\$20,840
36	Access Flooring		\$467,253	\$739,518	\$739,518	\$528,800	\$528,800	\$528,800	\$528,800
37	Window Coverings		\$0	\$16,100	\$16,100	\$11,900	\$11,900	\$11,900	\$11,900
38	Fire Suppression Systems		\$308,074	\$1,451,604	\$451,757	\$412,879	\$412,879	\$412,879	\$412,879
39	Plumbing		\$538,373	\$470,000	\$1,282,000	\$953,385	\$953,385	\$953,385	\$953,385
40	HVAC		\$2,251,468	\$2,150,000	\$2,350,000	\$2,060,000	\$2,060,000	\$2,060,000	\$2,060,000
41	Electrical		\$2,275,710	\$2,323,349	\$2,323,349	\$2,749,895	\$2,749,895	\$2,749,895	\$2,749,895
42	Total Phase III - T/MEP		\$7,005,643	\$8,714,942	\$8,727,295	\$9,331,594	\$9,353,982	\$9,353,982	\$9,353,982
43									
44	Phase IV - Plaza, Landscaping & Site Improvements								
45	Sitework & Utilities		\$290,227						
46	AC Paving		\$90,161						
47	Concrete Paving		\$311,914						
48	Landscaping		\$306,291						
49	Structural Concrete		\$6,709						
50	Masonry		\$9,776						
51	Steel Fabrications		\$25,920						

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52	Framing Carpentry		\$52,800						
53	Roofing, Insulation & Waterproofing		\$11,722						
54	Doors, Frames & Hardware		\$1,500						
55	Interior Walls & Painting		\$5,169						
56	Specialties		\$4,650						
57	Mechanical		\$116,820						
58	Electrical		\$65,000						
59	Total Phase IV - Plaza, Landscaping & Site Improvements		\$1,296,659	\$1,500,000	\$1,500,000	\$1,500,000	\$1,500,000	\$1,500,000	\$1,500,000
60									
61	FF&E Provided By Others								
62	Demountable Walls (Options to \$1.163 Million)		\$0	\$465,910	\$465,910	\$0	\$0	\$0	\$0
63	Audio Visual Systems		\$0	\$0	\$0	\$215,500	\$205,776	\$205,776	\$205,776
64	Telecommunication Systems		\$0	\$0	\$0	\$225,000	\$219,000	\$219,000	\$219,000
65	Security Systems		\$0	\$0	\$0	\$165,000	\$165,000	\$165,000	\$165,000
66	Phone Service & Equipment Provider						-	-	-
67	Interior Signage Package							25,000	25,000
68	Total FF&E		\$0	\$465,910	\$465,910	\$605,500	\$589,776	\$614,776	\$614,776
69									
70	General Conditions & Fees								
71	Project Reimbursable Cost Allowances		\$279,812	\$279,812	\$279,812	\$279,812	\$279,812	\$279,812	\$279,812
72	Phase II General Conditions		\$181,029	\$181,029	\$181,029	\$181,029	\$181,029	\$181,029	\$181,029
73	Phase III General Conditions		\$181,029	\$181,029	\$181,029	\$181,029	\$181,029	\$181,029	\$181,029
74	Construction Contingency Allowance		\$700,000	\$0	\$825,861	\$835,648	\$700,000	\$475,000	\$475,000
75	Estimated LEED Certification Costs for Silver		\$0	\$0	\$0	\$205,000	\$205,000	\$205,000	\$205,000
76	Estimated Value Engineering Allowance		\$0	\$0	-\$812,353	\$0	\$0	\$0	\$0
77	Contract CM Fee		\$574,000	\$574,000	\$574,000	\$574,000	\$574,000	\$574,000	\$574,000
78	CM Fee Contract Adjustment for Change in Project Scale						\$51,658	\$367,408	\$367,408
79	Total General Conditions & Fee		\$1,915,870	\$1,215,870	\$1,229,378	\$2,256,518	\$2,172,528	\$2,263,278	\$2,263,278
TOTAL PROJECT COSTS									
80	Total Project Direct Costs	\$12,200,000	\$16,620,370	\$17,589,870	\$18,185,309	\$19,956,338	\$20,301,012	\$19,984,762	\$20,416,762
	Potential Value Engineering Savings							\$177,468.00	\$177,468.00
								\$19,817,294	\$20,239,294



Meridian City Hall
Meridian, Idaho
1-Oct-07



INCLUDED IN BUDGETS		Conceptual Budget June 30, 2006	20% Estimate January 15, 2007	60% Estimate February 12, 2007	Phase II Bids 4/3/2007	Phase III Bids 7/12/2007	Phase III Bids 7/26/2007	Phase III Re-Bid 9/27/2007
1	Conceptual Budget 80,000 SF @ \$152.50/SF	\$12,200,000						
2								
3	Phase I ~ Building Demolition & Abatement							
4	*Included in Land Cost Budget							
5								
6	Total Phase I ~ Building Demolition & Abatement		\$0	\$0	\$0	\$0	\$0	\$0
7								
8	Phase II ~ Core & Shell							
9	Slewwork & Utilities	\$387,126	\$387,127	\$610,314	\$610,314	\$610,314	\$610,314	\$610,314
10	Structural Concrete	\$804,415	\$804,415	\$655,595	\$655,595	\$655,595	\$655,595	\$655,595
11	Masonry	\$2,017,385	\$1,665,429	\$1,584,780	\$1,584,780	\$1,584,780	\$1,584,780	\$1,584,780
12	Structural Steel	\$1,416,690	\$1,363,718	\$1,847,000	\$1,847,000	\$1,847,000	\$1,847,000	\$1,847,000
13	Rough Carpentry	\$93,401	\$12,121	\$0	\$0	\$0	\$0	\$0
14	Insulation & Dampproofing	\$53,424	\$53,424	\$67,182	\$67,182	\$67,182	\$67,182	\$67,182
15	Roofing & Sheetmetal	\$376,003	\$169,510	\$182,990	\$182,990	\$182,990	\$182,990	\$182,990
16	Exterior Doors	\$39,900	\$27,550	\$7,820	\$7,820	\$7,820	\$7,820	\$7,820
17	Storefronts & Curtainwall	\$329,128	\$329,128	\$295,321	\$295,321	\$295,321	\$295,321	\$295,321
18	Shallow Framing & Drywall	\$297,894	\$297,894	\$363,287	\$363,287	\$363,287	\$363,287	\$363,287
19	Elevator	\$166,675	\$156,675	\$222,100	\$222,100	\$222,100	\$222,100	\$222,100
20	Total Phase II ~ Core & Shell	\$5,973,841	\$5,268,781	\$5,836,368	\$5,836,368	\$5,836,368	\$5,836,368	\$5,836,368
21								
22	Phase III ~ TIMEP							
23	Architectural Metalworks	\$4,725	\$49,689	\$49,689	\$73,265	\$73,265	\$73,265	\$73,265
24	Carpentry-Framing, Backing	\$0	\$0	\$0	\$112,000	\$112,000	\$112,000	\$112,000
25	Cabinetry & Casework	\$121,070	\$166,758	\$166,956	\$464,000	\$464,000	\$464,000	\$464,000
26	Insulation & Dampproofing	\$35,799	\$43,799	\$43,799	\$0	\$22,388	\$22,388	\$22,388
27	Interior Doors	\$123,300	\$165,650	\$155,650	\$277,230	\$277,230	\$277,230	\$277,230
28	Interior Storefront	\$0	\$0	\$0	\$68,678	\$68,678	\$68,678	\$68,678
29	Ceiling Overhead Doors/Screens	\$0	\$0	\$0	\$5,590	\$5,590	\$5,590	\$5,590
30	Interior Gypsum Drywall Systems	\$506,771	\$592,200	\$592,200	\$1,038,550	\$1,038,550	\$1,038,550	\$1,038,550
31	Ceramic Tile	\$65,760	\$65,760	\$65,760	\$110,953	\$110,953	\$110,953	\$110,953
32	Resilient Flooring	\$206,530	\$302,922	\$302,922	\$182,354	\$182,354	\$182,354	\$182,354
33	Paint & Wallcoverings	\$80,185	\$125,370	\$125,370	\$151,275	\$151,275	\$151,275	\$151,275
34	Specialties	\$21,625	\$46,625	\$46,625	\$110,000	\$110,000	\$110,000	\$110,000
35	Operable Partitions	\$0	\$15,600	\$15,600	\$20,840	\$20,840	\$20,840	\$20,840
36	Access Flooring	\$467,253	\$739,518	\$739,518	\$528,800	\$528,800	\$528,800	\$528,800
37	Window Coverings	\$0	\$16,100	\$16,100	\$11,900	\$11,900	\$11,900	\$11,900
38	Fire Suppression Systems	\$308,074	\$1,451,604	\$451,757	\$412,879	\$412,879	\$412,879	\$412,879
39	Plumbing	\$538,373	\$470,000	\$1,282,000	\$953,385	\$953,385	\$953,385	\$953,385
40	HVAC	\$2,251,468	\$2,150,000	\$2,350,000	\$2,080,000	\$2,080,000	\$2,080,000	\$2,080,000
41	Electrical	\$2,275,710	\$2,323,349	\$2,323,349	\$2,749,895	\$2,749,895	\$2,749,895	\$2,749,895
42	Total Phase III ~ TIMEP	\$7,005,643	\$8,714,342	\$8,727,295	\$9,331,594	\$9,353,982	\$9,353,982	\$9,353,982
43								
44	Phase IV ~ Plaza, Landscaping & Site Improvements							
45	Slewwork & Utilities	\$290,227						
46	AC Paving	\$90,161						
47	Concrete Paving	\$311,914						
48	Landscaping	\$306,291						
49	Structural Concrete	\$6,709						
50	Masonry	\$9,776						
51	Steel Fabrications	\$25,920						
52	Framing Carpentry	\$52,800						
53	Roofing, Insulation & Waterproofing	\$11,722						
54	Doors, Frames & Hardware	\$1,500						
55	Interior Walls & Painting	\$5,169						
56	Specialties	\$4,650						
57	Mechanical	\$116,820						
58	Electrical	\$65,000						
59	Total Phase IV ~ Plaza, Landscaping & Site Improvements	\$1,296,659	\$1,560,000	\$1,500,000	\$1,500,000	\$1,500,000	\$1,500,000	\$1,500,000
60								
61	FF&E							
62	Demountable Walls (Options to \$1.163 Million)	\$0	\$465,910	\$465,910	\$0	\$0	\$0	\$0
63	Audio Visual Systems	\$0	\$0	\$0	\$215,500	\$205,776	\$204,379	\$204,379
64	Telecommunication Systems	\$0	\$0	\$0	\$225,000	\$219,000	\$219,000	\$219,000
65	Security Systems	\$0	\$0	\$0	\$65,000	\$65,000	\$64,695	\$64,695
66	Phone Service & Equipment Provider							
67	Interior Signage Package					25,000	25,000	25,000
68	Total FF&E	\$0	\$465,910	\$465,910	\$805,500	\$589,776	\$588,074	\$588,074
69								
70	General Conditions & Fees							
71	Project Reimbursable Cost Allowances	\$279,812	\$279,812	\$279,812	\$279,812	\$279,812	\$279,812	\$279,812
72	Phase II General Conditions	\$181,029	\$181,029	\$181,029	\$181,029	\$181,029	\$181,029	\$181,029
73	Phase III General Conditions	\$181,029	\$181,029	\$181,029	\$181,029	\$181,029	\$181,029	\$181,029
74	Construction Contingency Allowance	\$700,000	\$0	\$825,861	\$635,648	\$700,000	\$700,000	\$700,000
75	Estimated LEED Certification Costs for Silver	\$0	\$0	\$0	\$205,000	\$205,000	\$205,000	\$205,000
76	Estimated Value Engineering Allowance	\$0	\$0	\$-912,353	\$0	\$-544,552	\$0	\$0
77	Contract CM Fee	\$574,000	\$574,000	\$574,000	\$574,000	\$574,000	\$574,000	\$574,000
78	CM Fee Pending Change Order Change in Scope & Complexity							\$389,274
79	Total General Conditions & Fee		\$1,915,870	\$1,215,870	\$1,229,378	\$2,256,518	\$1,576,318	\$2,510,144
80	Total Project Direct Costs	\$12,200,000	\$16,194,013	\$17,163,513	\$17,768,962	\$19,529,981	\$18,856,446	\$19,708,569
81								
82	Project Site Costs							\$584,782
83	Site Development Costs for Contaminated/Unsuitable Soils							\$52,502
84	CM FEE for for Contaminated Soils					\$323,093		
85	Demolition & Abatement of Creamery Structures	Incl'd	\$426,357	\$426,357	\$426,357	\$426,357	\$426,357	\$426,357
86	Total Project Site Costs					\$749,450		\$1,063,641
87	Current Building Construction Budget	\$12,200,000	\$16,620,370	\$17,589,870	\$18,185,309	\$19,856,338	\$19,605,895	\$20,772,210



Meridian City Hall

Meridian, Idaho
5-Nov-07



INCLUDED IN BUDGETS		Conceptual Budget June 30, 2006	20% Estimate January 15, 2007	60% Estimate February 12, 2007	Phase II Bids April 3, 2007	Phase III Bids July 12, 2007	Phase III Bids July 26, 2007	Current Budget November 5, 2007
1	Conceptual Budget 80,000 SF @ \$152.50/SF	\$12,200,000						
2								
3	Phase I - Building Demolition & Abatement							
4	Creamery Demolition & Abatement		\$426,357	\$426,357	\$426,357	\$426,357	\$426,357	\$426,357
5								
6	Total Phase I - Building Demolition & Abatement		\$426,357	\$426,357	\$426,357	\$426,357	\$426,357	\$426,357
7								
8	Phase II - Core & Shell							
9	Sitework & Utilities		\$387,126	\$387,127	\$610,314	\$610,314	\$610,314	\$610,314
10	Structural Concrete		\$804,415	\$804,415	\$655,595	\$655,595	\$655,595	\$655,595
11	Masonry		\$2,017,385	\$1,665,429	\$1,584,760	\$1,584,760	\$1,584,760	\$1,584,760
12	Structural Steel		\$1,416,690	\$1,363,718	\$1,847,000	\$1,847,000	\$1,847,000	\$1,847,000
13	Rough Carpentry		\$93,401	\$12,121	\$0	\$0	\$0	\$0
14	Insulation & Dampproofing		\$53,424	\$53,424	\$67,182	\$67,182	\$67,182	\$67,182
15	Roofing & Sheetmetal		\$378,003	\$189,510	\$182,990	\$182,990	\$182,990	\$182,990
16	Exterior Doors		\$39,900	\$27,550	\$7,820	\$7,820	\$7,820	\$7,820
17	Storefronts & Curtainwall		\$329,128	\$329,128	\$295,321	\$295,321	\$295,321	\$295,321
18	Shaftwall Framing & Drywall		\$297,694	\$297,694	\$363,287	\$363,287	\$363,287	\$363,287
19	Elevator		\$156,675	\$156,675	\$222,100	\$222,100	\$222,100	\$222,100
20	Total Phase II - Core & Shell		\$5,973,841	\$5,266,791	\$5,836,369	\$5,836,369	\$5,836,369	\$5,836,369
21								
22	Phase III - TI/MEP							
23	Architectural Metalworks		\$4,725	\$49,689	\$49,689	\$73,265	\$73,265	\$73,265
24	Carpentry-Framing, Backing		\$0	\$0	\$0	\$112,000	\$112,000	\$112,000
25	Cabinetry & Casework		\$121,070	\$166,756	\$166,956	\$464,000	\$464,000	\$464,000
26	Insulation & Dampproofing		\$35,799	\$43,799	\$43,799	\$0	\$22,388	\$22,388
27	Interior Doors		\$123,300	\$155,650	\$155,650	\$277,230	\$277,230	\$277,230
28	Interior Storefront		\$0	\$0	\$0	\$68,678	\$68,678	\$68,678
29	Coiling Overhead Doors/Screens		\$0	\$0	\$0	\$5,590	\$5,590	\$5,590
30	Interior Gypsum Drywall Systems		\$506,771	\$592,200	\$592,200	\$1,038,550	\$1,038,550	\$1,038,550
31	Ceramic Tile		\$65,760	\$65,760	\$65,760	\$110,953	\$110,953	\$110,953
32	Resilient Flooring		\$205,530	\$302,922	\$302,922	\$182,354	\$182,354	\$182,354
33	Paint & Wallcoverings		\$80,185	\$125,370	\$125,370	\$151,275	\$151,275	\$151,275
34	Specialties		\$21,625	\$46,625	\$46,625	\$110,000	\$110,000	\$110,000
35	Operable Partitions		\$0	\$15,600	\$15,600	\$20,840	\$20,840	\$20,840
36	Access Flooring		\$467,253	\$739,518	\$739,518	\$528,800	\$528,800	\$528,800
37	Window Coverings		\$0	\$16,100	\$16,100	\$11,900	\$11,900	\$11,900
38	Fire Suppression Systems		\$308,074	\$1,451,604	\$451,757	\$412,879	\$412,879	\$412,879
39	Plumbing		\$538,373	\$470,000	\$1,282,000	\$953,385	\$953,385	\$953,385
40	HVAC		\$2,251,468	\$2,150,000	\$2,350,000	\$2,060,000	\$2,060,000	\$2,060,000
41	Electrical		\$2,275,710	\$2,323,349	\$2,323,349	\$2,749,895	\$2,749,895	\$2,749,895
42	Total Phase III - TI/MEP		\$7,005,643	\$8,714,942	\$8,727,295	\$9,331,594	\$9,353,982	\$9,353,982
43								
44	Phase IV - Plaza, Landscaping & Site Improvements							
45	Sitework & Utilities		\$290,227					
46	AC Paving		\$90,161					
47	Concrete Paving		\$311,914					
48	Landscaping		\$306,291					

49	Structural Concrete		\$6,709					
50	Masonry		\$9,776					
51	Steel Fabrications		\$25,920					
52	Framing Carpentry		\$52,800					
53	Roofing, Insulation & Waterproofing		\$11,722					
54	Doors, Frames & Hardware		\$1,500					
55	Interior Walls & Painting		\$5,169					
56	Specialties		\$4,650					
57	Mechanical		\$116,820					
58	Electrical		\$65,000					
59	Total Phase IV ~ Plaza, Landscaping & Site Improvements		\$1,298,659	\$1,500,000	\$1,500,000	\$1,500,000	\$1,500,000	\$1,500,000
60								
61	FF&E							
62	Demountable Walls (Options to \$1.163 Million)	\$0	\$465,910	\$465,910	\$0	\$0	\$0	
63	Audio Visual Systems	\$0	\$0	\$0	\$215,500	\$205,776	\$204,379	
64	Telecommunication Systems	\$0	\$0		\$225,000	\$219,000	\$219,000	
65	Security Systems	\$0	\$0		165,000	165,000	84,695	
66	Phone Service & Equipment Provider					-	-	
67	Interior Signage Package Allowance					25,000	25,000	
68	Total FF&E	\$0	\$465,910	\$465,910	\$605,500	\$589,776	\$508,074	
69								
70	General Conditions & Fees							
71	Project Reimbursable Cost Allowances	\$279,812	\$279,812	\$279,812	\$279,812	\$279,812	\$279,812	
72	Phase II General Conditions	\$181,029	\$181,029	\$181,029	\$181,029	\$181,029	\$181,029	
73	Phase III General Conditions	\$181,029	\$181,029	\$181,029	\$181,029	\$181,029	\$181,029	
74	Construction Contingency & Winter Conditions Allowance	\$700,000	\$0	\$825,861	\$835,648	\$700,000	\$700,000	
75	Estimated LEED Certification Costs for Silver	\$0	\$0	\$0	\$205,000	\$205,000	\$205,000	
76	Estimated Value Engineering Allowance	\$0	\$0	-\$812,353	\$0	-\$544,552	\$0	
77	Contract CM Fee	\$574,000	\$574,000	\$574,000	\$574,000	\$574,000	\$574,000	
78	CM Fee Pending Change Order Change in Scope & Complexity						\$376,808	
79	Total General Conditions & Fee	\$1,915,870	\$1,215,870	\$1,229,378	\$2,256,518	\$1,576,318	\$2,497,678	
80	Total Project Direct Costs	\$16,620,370	\$17,589,870	\$18,185,309	\$19,956,338	\$19,282,802	\$20,122,460	
81								
82	Project Site Costs	***						
83	Contaminated Soils Removal						\$422,000	
84	Unsuitable Soils Removal and Structural Fill for Contm & Unsuit.						\$379,526	
85	Total Project Site Costs					\$0	\$801,526	
86								
87	Building Construction Budget w/Site Development Costs	\$16,620,370	\$17,589,870	\$18,185,309	\$19,956,338	\$19,282,802	\$20,923,986	
88	Less Creamery Demolition & Abatement						\$426,357	
89	Less Contaminated and Unsuitable Soils Removal						\$801,526	
90	Current Building Construction Budget						\$19,696,103	



Meridian City Hall
Meridian, Idaho
December 12, 2007



INCLUDED IN BUDGETS			Current Budget December 12, 2007	Current Budget December 12, 2007
1				
2				
3	Phase I ~ Building Demolition & Abatement			
4	Creamery Demolition & Abatement		\$426,357	\$426,357
5				
6	Total Phase I ~ Building Demolition & Abatement		\$426,357	\$426,357
7				
8	Phase II ~ Core & Shell			
9	Sitework & Utilities		\$610,314	\$610,314
10	Structural Concrete		\$655,595	\$655,595
11	Masonry		\$1,584,760	\$1,584,760
12	Structural Steel		\$1,847,000	\$1,847,000
13	Rough Carpentry		\$0	\$0
14	Insulation & Dampproofing		\$67,182	\$67,182
15	Roofing & Sheetmetal		\$182,990	\$182,990
16	Exterior Doors		\$7,820	\$7,820
17	Storefronts & Curtainwall		\$295,321	\$295,321
18	Shaftwall Framing & Drywall		\$363,287	\$363,287
19	Elevator		\$222,100	\$222,100
20	Total Phase II ~ Core & Shell		\$5,836,369	\$5,836,369
21				
22	Phase III ~ TI/MEP			
23	Architectural Metalworks		\$73,265	\$73,265
24	Carpentry-Framing, Backing		\$112,000	\$112,000
25	Cabinetry & Casework		\$464,000	\$464,000
26	Insulation & Dampproofing		\$22,388	\$22,388
27	Interior Doors		\$277,230	\$277,230
28	Interior Storefront		\$68,678	\$68,678
29	Coiling Overhead Doors/Screens		\$5,590	\$5,590
30	Interior Gypsum Drywall Systems		\$1,038,550	\$1,038,550
31	Ceramic Tile		\$110,953	\$110,953
32	Resilient Flooring		\$182,354	\$182,354
33	Paint & Wallcoverings		\$151,275	\$151,275
34	Specialties		\$110,000	\$110,000
35	Operable Partitions		\$20,840	\$20,840
36	Access Flooring		\$528,800	\$528,800
37	Window Coverings		\$11,900	\$11,900
38	Fire Suppression Systems		\$412,879	\$412,879
39	Plumbing		\$953,385	\$953,385
40	HVAC		\$2,060,000	\$2,060,000
41	Electrical		\$2,749,895	\$2,749,895
42	Total Phase III ~ TI/MEP		\$9,353,982	\$9,353,982
43				
44	Phase IV ~ Plaza, Landscaping & Site Improvements			
45	Sitework & Utilities			
46	AC Paving			
47	Concrete Paving			
48	Landscaping			
49	Structural Concrete			
50	Masonry			
51	Steel Fabrications			
52	Framing Carpentry			
53	Roofing, Insulation & Waterproofing			
54	Doors, Frames & Hardware			
55	Interior Walls & Painting			
56	Specialties			
57	Mechanical			
58	Electrical			
59	Total Phase IV ~ Plaza, Landscaping & Site Improvements - Total		\$2,200,000	
	Total Phase IV ~ Plaza, Landscaping & Site Improvements - With Deductive Alternates			\$1,700,000
60				
61	FF&E			
62	Demountable Walls (Options to \$1.163 Million)		\$0	\$0
63	Audio Visual Systems		\$204,379	\$204,379

64	Telecommunication Systems			\$219,000	\$219,000
65	Security Systems			84,695	84,695
66	Phone Service & Equipment Provider			-	-
67	Interior Signage Package Allowance			25,000	25,000
68	Total FF&E			\$608,074	\$608,074
69					
70	General Conditions & Fees				
71	Project Reimbursable Cost Allowances			\$279,812	\$279,812
72	Phase II General Conditions			\$181,029	\$181,029
73	Phase III General Conditions			\$181,029	\$181,029
74	Construction Contingency & Winter Conditions Allowance			\$700,000	\$700,000
75	Estimated LEED Certification Costs for Silver			\$205,000	\$205,000
76	Estimated Value Engineering Allowance			\$0	\$0
77	Contract CM Fee			\$574,000	\$574,000
78	CM Fee Pending Change Order Change in Scope & Complexity			\$376,808	\$376,808
79	Total General Conditions & Fee			\$2,497,678	\$2,497,678
80	Total Project Direct Costs			\$20,822,460	\$20,322,460
81					
82	Project Site Costs				
83	Contaminated Soils Removal			\$422,000	\$422,000
84	Unsuitable Soils Removal and Structural Fill for Contm & Unsuit.			\$379,526	\$379,526
85	Total Project Site Costs			\$801,526	\$801,526
86					
87	Building Construction Budget w/Site Development Costs			\$21,623,986	\$21,123,986
88	Less Creamery Demolition & Abatement			\$426,357	\$426,357
89	Less Contaminated and Unsuitable Soils Removal			\$801,526	\$801,526
90	Current Building Construction Budget			\$20,396,103	\$19,896,103



CITY OF MERIDIAN TEMPORARY OCCUPANCY

This Temporary Certificate of Occupancy expires on Oct. 30, 2008

A Certificate of Occupancy must be obtained before this date. Occupancy of the premises beyond the date shown and without a Certificate of Occupancy is a violation of International Building Codes and City Ordinance and therefore unlawful and subject to notice, revocation, and prosecution with penalties as prescribed by law.

Site Address 33 EAST BROADWAY

Name of property owner representative PETRA

Building Permit Number ~~138 260 1 126~~ T I

Surety Amount N/A Surety Expiration Date N/A

The following conditions must be satisfied by (TCO expiration date above) to receive the Certificate of Occupancy:

① FIRE FINAL INSPECTION

Signed off 1-23-09

All city departments that identified conditions will conduct final inspections prior to issuance of the Certificate of Occupancy to determine if their conditions of approval have been met. It is the responsibility of the undersigned to request the inspections.

I, the undersigned, have read the conditions of this Certificate and agree that the conditions described above will be met by the date specified and in conformance with the codes and ordinances of the City of Meridian or the Temporary Certificate of Occupancy will become invalid for further occupancy of the premises.

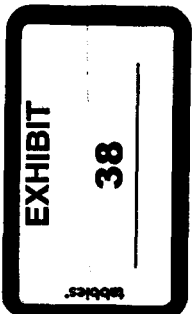
[Signature]
Signature (Representative of Property Owner)

10-10-08
Date

JACK VAUGHAN
Printed name of signature above

Superintendent
Position/Title

Building Official [Signature] TCO Issue Date 10-10-2008



The regular meeting of the Meridian City Council was called to order at 7:13 P.M., Tuesday, May 1, 2007, by Mayor Tammy de Weerd.

Members Present: Mayor Tammy de Weerd, David Zaremba, Keith Bird, Charlie Rountree and Joe Borton.

Others Present: Ted Baird, Will Berg, Anna Canning, Bill Musser, Bill Johnson, and Dean Willis.

Item 1: Roll-call Attendance:

Roll call.

<u>X</u>	David Zaremba	<u>X</u>	Joe Borton
<u>X</u>	Charlie Rountree	<u>X</u>	Keith Bird
	<u>X</u>		Mayor Tammy de Weerd

De Weerd: Okay. I will go ahead and call the meeting to order. It is Tuesday, May 1st. It's 7:13. Thank you all for being here tonight. I will open this meeting with roll call attendance. Mr. Berg.

Item 2: Pledge of Allegiance:

De Weerd: Okay. Item 2. We will be led in the pledge tonight by Garrett. And if you will all raise and join us in the pledge.

(Pledge of Allegiance recited)

De Weerd: Thank you, Garrett. Hey, Garrett, if I could, I would like to give you a couple of things. I don't know what kind of candy you might like -- if it's okay with your mom. And I have a City of Meridian pin for you and --

Rountree: Here, I've got stuff I don't need. You're not done yet.

De Weerd: There is more. He's got better candy than I do. Thank you, Garrett. And, Bud, you don't get candy.

Item 3: Community Invocation by Pastor Bud Henthorn with Meridian Gospel Tabernacle:



Item 5: Consent Agenda:

- A. Approve Minutes of April 3, 2007 Pre-Council Meeting:**
- B. Approve Minutes of April 10, 2007 Pre-Council Meeting:**
- C. Approve Minutes of April 10, 2007 City Council Regular Meeting:**
- D. Findings of Fact and Conclusions of Law for Approval: AZ 07-003 Request for Annexation and Zoning of 1.0 acres from RI (Ada County) to L-O (Limited Office) and R-8 zones (Medium Density Residential), for Grau Subdivision by Stanley Consultants – 4135 West Cherry Lane:**
- E. Findings of Fact and Conclusions of Law for Approval: PP 07-005 Request for Preliminary Plat approval of 1 office lot in the proposed L-O zone, and 3 single family residential lots in the proposed R-8 zone on 1.0 acres, for Grau Subdivision by Stanley Consultants – 4135 West Cherry Lane:**
- F. Findings of Fact and Conclusions of Law for Approval: VAR 07-005 Request for a Variance to UDC 11-2D-4 to allow the proposed building to be set back from the street and Variance to UDC 11-3C-6 to allow for a reduction in size of the required parking pad for Barnes Home Business by Nathan Barnes – 35 East Ada Street:**
- G. Findings of Fact and Conclusions of Law for Approval in C-C zone: AZ 07-002 Request for Annexation and Zoning of 0.42 of an acre from R1 to C-G zone for the property located at 1970 North Meridian Road for Hartz Music Shop by Hartz Music Shop – east side of North Meridian Road & north of East Fairview Avenue:**
- H. Findings of Fact and Conclusions of Law for Approval in C-C zone: RZ 07-003 Request for a Rezone of 0.38 of an acre from L-O to C-G zone for the property located at 1990 North Meridian Road for Hartz Music Shop by Hartz Music Shop – east side of North Meridian Road & north of East Fairview Avenue:**
- I. Development Agreement: AZ 06-062 Request for Annexation and Zoning of 1.12 acres from RUT to a C-C zone for Hoyd Annexation by Kendall Hoyd – east of North Meridian Road and north of East Fairview Avenue:**

- J. Approve New Beer and Wine License Applications for Pinnacle Coffee, LLC dba Tully's Coffee at 3340 North Eagle Road:
- K. Approve New Beer and Liquor Licenses for Bobby Showers dba Muggsy's at 501 South Main Street:
- L. Approve Beer License Transfer from Rocky Mountain Pizza Huts, Inc. to NPC International, Inc. for Pizza Hut at 1752 West Cherry Lane:
- M. Approve Beer License Transfer from Rocky Mountain Pizza Huts, Inc. to NPC International, Inc. for Pizza Hut at 675 South Progress Avenue:
- N. Approve Beer License Renewals for Pizza Hut at 1752 West Cherry Lane and 675 South Progress Avenue:
- O. Approval of Award of RFP #IT 07-001 Storage Area Network Solution:
- P. Approve Contract for the Biosolids SCADA Programming with DC Engineering, Inc. for \$81,500:
- Q. Approve Contract for the Effluent Line Foam Evaluation with Brown and Caldwell, Inc. for \$8,600:
- R. Agreement for Professional Services with Parametrix for design of water and sewer improvements in conjunction with ACHD intersection of Meridian and McMillan Project not to exceed \$11,000:
- S. Ratification of Agreement with Aqua Aerobic System, Inc. in the amount of \$719,007.00:
- T. Approval of Contracts for Phase II of City Hall Project Packages 1-11 for a total Not to Exceed Amount of \$5,836,369.35:
- | | |
|-------------------------------|----------------|
| MJ's Backhoe | \$ 610,314.00 |
| Sidewalks, LLC | \$ 655,595.35 |
| TMC, Inc. | \$1,584,760.00 |
| Rule Steel | \$1,847,000.00 |
| Architectural Building Supply | \$ 7,820.00 |
| American Wallcover | \$ 363,287.00 |
| Custom Glass | \$ 295,321.00 |
| Western Roofing | \$ 182,990.00 |

Schindler Elevator	\$ 222,100.00
Seal Co.	\$ 67,182.00

De Weerd: Okay. Item 5 is the Consent Agenda.

Zaremba: Madam Mayor?

De Weerd: Mr. Zaremba.

Zaremba: I move that we accept the Consent Agenda and there is something else that goes with that, something like Mayor to attest and sign -- what is the proper wording for that? Oh. The Mayor to sign and the Clerk to attest.

De Weerd: Okay. Do I have a second?

Rountree: Second.

De Weerd: Okay. I have a motion and a second to approve the Consent Agenda. If there is no discussion, Mr. Berg, will you, please, call roll.

Roll-Call: Bird, yea; Rountree, yea; Zaremba, yea; Borton, yea.

MOTION CARRIED: ALL AYES.

Item 6: Department Reports:

A. Finance / Purchasing Department:

1. Approval of Award of RFP #PW-07-002 Large Format Multifunctioning Color Printing, Copying, and Scanning Solution:

De Weerd: Thank you. Okay. Item 6 under Department Reports. We have a finance purchasing department report. We have Keith Watts with us here tonight.

Watts: Good evening, Madam Mayor, Council Members. I have an award for a large format printer for the Public Works Department that was a little out of the ordinary, so I wanted to come before you and explain the circumstances. We went out for an RFP on April 11th. We sent the RFP out to three different vendors and only one responded by the due date of the 19th of April. I then phoned the other two vendors to just inquire as to why they didn't propose and one of them simply didn't have the time and didn't think he had something that would fit our needs. And the other vendor indicated that he had not received the RFP. When we sent it out, we sent it out via e-mail at the same time to everyone. I had Bruce Freckleton from the Public Work Department in my office and we

De Weerd: Motion to adjourn.

Rountree: So moved.

Bird: Second.

De Weerd: All those in favor.

MOTION CARRIED: ALL AYES.

MEETING ADJOURNED AT 8:24 P.M.

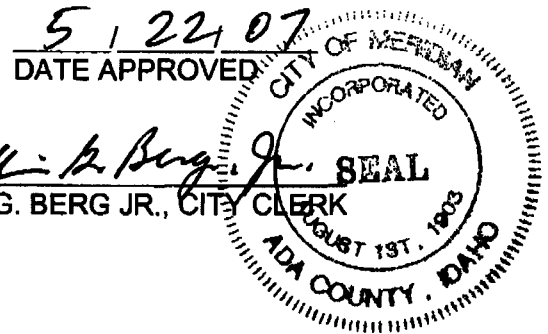
(TAPE ON FILE OF THESE PROCEEDINGS)

APPROVED:


MAYOR TAMMY DE WEERD

ATTESTED:


WILLIAM G. BERG JR., CITY CLERK



Meridian City Council Meeting

July 17, 2007

A meeting of the Meridian City Council was called to order at 7:05 P.M., Tuesday, July 17, 2007, by Mayor Tammy de Weerd.

Members Present: Mayor Tammy de Weerd, Keith Bird, Joe Borton and David Zaremba.

Members Absent: Charlie Rountree.

Others Present: Bill Nary, Will Berg, Anna Canning, Len Grady, Tracy Basterrechea, Mark Niemeyer, Matt Ellsworth, Keith Watts, and Dean Willis.

Item 1: Roll-call Attendance:

Roll call.

 X David Zaremba

 X Joe Borton

 0 Charlie Rountree

 X Keith Bird

 X Mayor Tammy de Weerd

De Weerd: Okay. I'll go ahead and start tonight's meeting. Thank you all for being here with us tonight. It is Tuesday, July 17th. It is a few minutes after 7:00. We will start tonight's meeting with roll call attendance. Mr. Berg.

Item 2: Pledge of Allegiance:

De Weerd: Item 2 is our pledge of allegiance. Tonight we will be led in the pledge by our regular citizen Ralph. Would you lead us in the pledge? All rise.

(Pledge of Allegiance recited.)

De Weerd: Now, Ralph, you know the process here. I do get to give you a City of Meridian pin. So, if you will, please, come forward. After all these weeks or months, thank you for --

Zaremba: And usually there is some candy that goes with it.

De Weerd: It usually comes from Bird.

Bird: He doesn't look like a kid to me.

Item 3: Community Invocation by Darrell Taylor with Cherry Lane Christian Church:

De Weerd: Okay. Item No. 2 -- or 3 is our community invocation. Tonight we will be led by Darrell Taylor with the Cherry Lane Christian Church. If you will all join us in the

some of these system improvements. Unfortunately, it's a very expensive project and that is one of the reasons the legislature did cut it out to fit it within the available funding, but it is a critical need ten years ago, but -- and I hope that answered your question, Mr. Borton, and also I know it was a soap box that I took the opportunity to stand on for a moment. Any other comments or questions? Okay. Thank you. I think the letter looks good and we will get it signed and mailed out for the comment.

Ellsworth: Thank you, Mayor, City Council.

D. Finance / Purchasing Department

**1. Bid Results for Meridian City Hall Project Phase 3
includes Tenant Improvements and Mechanical,
Electrical, Plumbing:**

De Weerd: Thank you. Okay. Item D is our Finance Department. Yeah. Anna, you might as well just hold on there.

Watts: Good evening, Madam Mayor and Council Members. On Thursday, July 12th, the city received bids for phase three of the tenant improvements of the City Hall project and we have invited our contract manager or construction manager Petra here to review the results with you and talk over any exceptions there are. Wes.

De Weerd: Okay. I didn't know who drew the short straw. So, Wes, I see you're it.

Bettis: Always me. Thank you, Madam Mayor, Council President Borton, distinguished members of the Council and staff. For the record, my name is Wesley Bettis, Petra, Incorporated, 1097 North Rosario Street here in Meridian. I'm going to pass out to you here the recap from our bids. The bid packages for the phase three tenant improvements for the new Meridian City Hall were received until 2:00 p.m. on July 12, as advertised and as posted. We received a total of 44 bids in the 18 bid packages. We have one noncompliant bid that was a low bidder. Pacific Steel Fabrication did not have an active Idaho Public Works contractor's license at the time they submitted their bid. That rules the award for this package to the second bidder, which is an additional 3,087 dollars, which is included in that recap sheet, and that contractor is B&B Steel, a long time company in this valley. We also received one bid late. It was not opened. It was recorded as being received by the city clerk's office at 2:14 p.m. on the 12th. That bidder is planning on filing an appeal, because the bid was delivered late by FedEx. They believe that is just cause to appeal the decision. They believe they are the low bidder, but their bid has not been opened. In researching their background, they are a well-established company out of Salt Lake. However, their current Idaho Public Works license is a B rating, which is less than their total bid on this project. So, based on that I would have to invalidate their bid, regardless of its value. At this time I would ask you to look at that recap sheet. There are four items in there that are listed as budgets. Those have not been bid yet. That bids July 26th and includes not only the incidental interior caulking, but as well the telecommunications, audio-video, and security service. At this

time I would ask the Council to review these numbers and make recommendation for acceptance of these bids, so that a design team, your construction manager, and the low subcontractors may move forward with looking at value engineering options to present back to Council for decisions in the final construction of this project. I will stand for any questions.

De Weerd: Thank you, Wes. There is a couple of these packages that you see the low bid is substantially lower than the high. Have you gone through these and do you feel that they are reasonable and we are not going to have a bunch of change orders to bring them closer in line?

Bettis: We have reviewed the bids with the low bidders and at this point we have not been able to identify any items that might have been left out or misinterpretation of the plans. The one bid in particular that was particularly low of concern was the plumbing. We did review that with the contractor. It was a very important project for him and he was willing to take the risk and take a shorter margin or lower margin on that scope of work.

Borton: Madam Mayor?

De Weerd: Yes, Mr. Borton.

Borton: Wes, do you have the same comfort level with the doors, frames, and hardware?

Bettis: Councilman Borton, yes, we do. That is Architectural Building Systems. They are also the low bidder on phase two with the exterior doors and frames, so in this sense they had a bit of an advantage already understanding the project and having systems that will work together very effectively.

De Weerd: Ceramic tile as well?

Bettis: Ceramic tile, yes, Madam Mayor. Schumacher Tile, they believe they made a mistake, but they are standing by their bid. It's not a major mistake, it was simply an interpretation of mud set tile in one area versus thin set tile. They are still comfortable with their bid and they want to proceed with it.

De Weerd: Okay.

Watts: Madam Mayor, Council Members, we would also ask to -- for approval to enter into our standard AIA contract that we have been using for the CL projects, along with the award.

Zaremba: Madam Mayor?

De Weerd: Yes, Mr. Zaremba.

Zaremba: One question on item number 22, security, which you have identified as budget, which I think you said means the bids are coming in next week.

Bettis: Yes.

Zaremba: The security system would have some impact on doors, frames, and hardware and electrical. Are those bidders able to make adjustments if security says there needs to be some electrical work on the doors to make the security work?

Bettis: Council President Borton, Councilman Zaremba that has already been designed in and factored in. What we are looking at for the security system is merely the components and the wiring to go with the security system. The raceways have already been designed in, the strikes are already designed into the door frames, all of this is a complete package.

Zaremba: Great. Thank you.

De Weerd: Okay. Anything else? Thank you, Wes.

Bettis: One last thing for the Council. I have brought for you this evening some information regarding Lead. I do not anticipate discussion on that this evening, but I wanted to give you the opportunity to begin reviewing this information and, hopefully, invite us back to discuss this in more detail, so we can come to a final decision on how you want to approach potential certification of the new City Hall as a Lead building and I will leave that with you as I part this evening.

De Weerd: Wes, when do you need to have that discussion? I would imagine the sooner the better and perhaps even in some of the budgets or bids in front of us the Leads consideration is built into these numbers, I would imagine.

Bettis: Council President Borton, Madam Mayor that is correct. The specifications included specific Lead oriented components and products that are part of this building. As we move forward through the value engineering phase after your approval of the low bidders, we will be able to identify for you what these potential costs are associated with the Lead design and the total certification.

Borton: Madam Mayor?

De Weerd: Yes.

Borton: Wes, one of the materials that you presented shows a points available current design. Does the current design reflect those lead categories that are already incorporated into the design of the --

Bettis: Council President Borton, yes, those are reflective of the building as it is currently designed.

De Weerd: Okay.

Zaremba: Madam Mayor, is that subject open for discussion at this time or --

De Weerd: Yes. Well, it would certainly be at your pleasure, but we can either have it now or schedule it for next week after you have had a chance to read through it.

Zaremba: Okay.

Borton: Madam Mayor, I think that would be -- that would be better.

De Weerd: Okay. Mr. Bird, does that work for you?

Bird: That's my preference, only I'd like to see it go another week, because I don't think we are going to have -- we are not going to have a full Council again next week.

Berg: It will be two weeks after --

Bird: Mr. Rountree won't be back for another --

De Weerd: We don't have anything on the 31st or the 7th. So, that's putting it pretty far out.

Bird: I think it's pretty well into the -- I don't think it's pretty well -- we can discuss that. I just -- I'd like everybody to be here.

De Weerd: Mr. Bird, I think you need to articulate, please.

Bird: Oh, I think I'm --

De Weerd: Because Dean is --

Bird: Oh, you're trying to hear me?

De Weerd: Yes.

Bird: Okay. I think I'd like to see it when all the Councilmen are here and everybody has had a chance to look it over and, then, we can look things out and look things over.

De Weerd: Council, since we will be here for the HUD discussion for the entitlement city, perhaps we can do it on August 7th.

Bird: That would be my preference.

De Weerd: Okay.

Bird: If we can get through that, we can get through this.

De Weerd: We will just bump the time up a little earlier.

Borton: Does that work, August 7th?

Bettis: That will work.

De Weerd: Thank you.

Bettis: Thank you.

De Weerd: So, Keith, I would imagine you need a motion to approve the bids in front of Council.

Watts: Yes, ma'am.

Borton: Madam Mayor?

De Weerd: Yes, Mr. Borton.

Borton: Keith, I take it the motion excludes the four items yet to be bid, the budget amounts incorporated?

Watts: Yes, it does, President Borton. We will be bringing those back I believe in about two weeks. Well, it will be your next meeting.

Borton: Okay.

Bird: Madam Mayor?

De Weerd: Mr. Bird.

Bird: I'll make a motion. We will just go through it individually. I move we approve the - or accept the bids as apparent low bidders and enter into negotiations, contracts, with the following: B&B Steel for handrail miscellaneous for 73,265 dollars. American Wall Covering for 112,000 dollars. ICWP for millwork and cabinetry for 464,000 dollars. Custom Glass for interior store front and glazing, 68,678 dollars. Architectural Building Supply for doors, frames, and hardware for 277,230 dollars. Overhead and coiling, Crawford Door Sales, for 5,590 dollars. Drywall fireproofing, acoustical tile or ceiling tile, American Wall Coverings, 1,038,550 dollars. Ceramic tile, Schumacher, 110,953 dollars. Flooring -- and I think this is designer floors, not diner -- designer floors, 182,354 dollars. Painting and wall covering from Color Craft for 95,600 dollars.

Specialties from SBI for 110,000 dollars. Access flooring, Tack West Interiors, 528,800 dollars. Window coverings, Integrated Interiors, for 11,900 dollars. Operable petitions, the Masonry Center for 20,850 dollars. Fire protection, SimplexGrinnell, 412,879 dollars. Plumbing, Bus, for 953,385 dollars. HVAC, Hobson Fabrication Corp, 2,060,000 dollars. Electrical, low voltage, fire alarm, Tri-State Electric, 2,749,895 dollars. And I don't know what the total is, but I think it's right at nine million --

Watts: It should be on your cover sheet.

Bird: Oh, you've got the budgets added in.

Watts: Okay.

Bird: So, it isn't -- and I don't have a calculator and my brain isn't that -- strong enough to add it in my head.

De Weerd: Well -- and it also, then, includes a change from the --

Bird: Well, we went up to 73,260.

De Weerd: Uh-huh.

Bird: Anyway, that's -- this is individual and it's total about 9,400,000 dollars I would say. Anyway, we got it individual. I move we approve those.

Zaremba: Second.

De Weerd: Okay. I have a motion and a second. Any discussion?

Borton: Madam Mayor?

De Weerd: Mr. Borton.

Borton: Did the motion incorporate also utilizing the standard AIA contracts?

Watts: As modified by our legal.

Bird: It isn't the standard AIA --

Watts: As modified by our legal department.

Bird: -- it's done by Frank Lee and Mr. Baird from our department. So, I don't consider it an AIA, It's a revised AIA in the owner's and our favor I hope and it's the same one we have had on all the rest.

De Weerd: But your motion includes the --

Bird: But my motion includes that, yeah.

Zaremba: Second agrees.

De Weerd: Okay. Mr. Berg, will you, please, call roll.

Roll-Call: Bird, yea; Rountree, absent; Zaremba, yea; Borton, yea.

MOTION CARRIED: THREE AYES. ONE ABSENT.

E. Mayor's Office

1. Impact Fee Committee BCA Representative Joe Kunz:

De Weerd: Thank you. Okay. Item 6-E under Mayor's office. I brought to you about a month ago the impact fee committee. We did not have a representative from the BCA noted at that time that name of that representative is Joe Kunz and so I'd like you to approve that name as a member of the impact fee committee.

Borton: Madam Mayor?

De Weerd: Mr. Borton.

Borton: If there is no discussion, I would move that we approve Joe Kunz as the BCA representative to the impact fee committee.

Zaremba: Second.

De Weerd: Okay. I have a motion and a second to approve the recommendation on the impact fee committee that's in front of you. If there is no discussion, Mr. Berg, will you, please call roll.

Roll-Call: Bird, yea; Rountree, absent; Zaremba, yea; Borton, yea.

MOTION CARRIED: THREE AYES. ONE ABSENT.

Item 7: Items Moved from Consent Agenda:

Item 8: MFP 07-005 Request for Modification of the Final Plat for Bellingham Subdivision, Phase 3 to eliminate Condition 11 and modify Condition 10 to allow development of Final Map, Phase 3 which requires a Letter of Map Revision from FEMA prior to development of the site for Bellingham Subdivision No. 3 by Bellingham Park, LLC – east of South Locust Grove Road and south of East Victory Road:

Meridian City Council Special Workshop Meeting

February 12, 2008

A meeting of the Meridian City Council Special Workshop Meeting was called to order at 6:00 p.m., Tuesday, February 12, 2008, by Council President Charlie Rountree.

Members Present: Keith Bird, Charlie Rountree, and Joe

Members Absent: Mayor Tammy de Weerd, David Zarer

Others Present: Bill Nary, Will Berg, Ann Canning, Len C
Steve Siddoway, Elroy Huff, Pete Friedman, Matt Ellswo

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Item 1: Roll-call Attendance:

Roll call.

<u> </u> David Zaremba	<u> X </u> Joe Borton
<u> X </u> Charlie Rountree	<u> X </u> Keith Bird
<u> </u> Mayor Tammy de Weerd	

Rountree: Well, I'm going to open our Tuesday, February 12th, special meeting workshop. The first thing on the agenda is roll call attendance. Mr. Clerk.

Item 2: Adoption of the Agenda:

Rountree: Thank you. Next item is the adoption of the agenda.

Bird: Mr. President?

Rountree: Mr. Bird.

Bird: I move we adopt the agenda as published with one addition. Under Executive Session add (1)(f) also to the (1)(c).

Borton: Second.

Rountree: Okay. It's been moved and seconded to approve the agenda with the addition on the last item. All those in favor? Opposed same sign? Okay.

MOTION CARRIED: THREE AYES. ONE ABSENT.

Item 3: Proclamation for Bill Gregory Day

Rountree: The next item on the agenda is a proclamation for Bill Gregory Day. We lost one of our friends and community supporters here last week and sorry I was out of town, Doug, so express my sorrow to the folks over there at SSC. Meridian, Idaho, the office Mayor, a proclamation. In recognition of the life of Billy Eugene Gregory.

Whereas Bill Gregory, a resident of the community of Meridian, has passed away on Saturday, February 2nd, 2008, and whereas his partnership in Sanitary Service Company provided a tremendous impact to establishing the quality of life in this community and whereas his love for this community has been shown by his involvement and support in activities, programs, and projects and whereas his nickname Waste Can Willy demonstrated his dedication to the professional industry of solid waste disposal, recycling, and environmental quality and whereas his people skills and relationships with fellow workers, business acquaintances, and community leaders will not be forgotten and whereas the Mayor and City Council of the City of Meridian, in mourning his passing by acknowledging his accomplishments and contributions to this community, therefore, I, Tammy de Weerd and Charlie Rountree, Council President -- Mayor of the City of Meridian do hereby proclaim Friday, February 8th, 2008, as Bill Gregory Day in the City of Meridian in recognition and celebration for his commitment and dedication to the Meridian community. And, Doug, thanks for being here tonight to accept this.

Item 4: CONSENT AGENDA

- (a) Approving City's Application for Public Art & Cultural Facilities Grant from Idaho Commission on the Arts**
- (b) Deed Restriction for New City Hall Site**
- (c) City Hall Change Orders**
 - 1 – Tri-State Electric for \$2,743,830.24**
 - 2 – Commercial Painting Contractors, Inc. for \$151,475.00**
 - 3 – Buss Mechanical for \$958,307.00**
 - 4 – Seal Co. for \$89,570.00**

Rountree: Next item on the agenda is the Consent Agenda.

Bird: Mr. President?

Rountree: Mr. Bird.

Bird: On the Consent Agenda on the change orders all you have got down there is the result of the total contract after the change orders, which isn't the change order, so I will give you the change order number. Under Tri-State Electric, the change order is a deduct of \$6,064.76. Under contract -- which makes their total contract as of now \$2,743,830.24. For Commercial Painting and Contractors, Incorporated, the change order was a plus 200 dollars, for a contract now of 151,475 dollars. Buss Mechanical change order was a plus of 4,922 dollars and makes their total contract as of now 958,307 dollars. Seal Co. Company, their change order was a plus of 22,388 dollars, for a total contract as of now of 89,570 dollars. And with that I move that we approve the Consent Agenda.

Borton: Second.

Rountree: It's been moved and seconded to approve the Consent Agenda. All those in favor? Opposed same sign? It's passed.

MOTION CARRIED: THREE AYES. ONE ABSENT.

Item 5: COMMUNITY ITEMS / PRESENTATIONS:

**(a) Update on New City Hall Building Construction - Gene Bennett,
Jon Anderson & Adam Johnson - Petra Inc.**

Rountree: Next item is -- actually, it should be Item 5, but I have Item 4. Update on the New City Hall. And, Gene, if you want to start that off and you brought your folks with you, so we will tag team you.

Bennett: Thank you.

Rountree: All right.

Bennett: Thank you. I would draw your attention to the monthly report, which has been passed out, and section one has your executive summary. Concerning the schedule, to date we have processed 64 ASI that's resulted in about 27 work days of delay due to steal changes. In terms of the contract time, that's about five weeks. Through the winter and late fall we have experienced 21 abnormal weather days, which amounts to another three -- three calendar weeks. So, total days delayed at this point are eight weeks. It's only affected the critical path about six weeks. The original completion date was scheduled for August 29th. With that six weeks we would looking at October 10th. That's a worst case condition. Jon and the subs have been working through work a-rounds on things that they can do and I'll let Jon at this point talk about the -- where he's at and how much we have shaved off in that six week delay.

Anderson: Good evening, Members of the Council, Council President. To date we are focusing -- the main focus of the structure is to get the structure fully enclosed. At this point in time three sections -- well, the four sections of the roof are installed. The fourth section of roof will start this next week. With that, the exterior of the building itself by week's end should be fully enclosed with temporary and/or permanent facilities. Windows are in route. We should start installing in about a week and a half with glazing, which will allow drywall to start. So, the areas that we have had in the dry, we have the first floor south -- we had to section this building off into four quadrants. First floor south, all the petition walls are up. All the wall rough-ins are in. Basement is still fully roughed in and ready for drywall as well. Second floor by week's end will have -- the second floor south area -- computer floor -- excuse me -- access floor complete with petition wall starting as well. So, those areas that we have had in the dry and have been able to keep control of the water situation through the building, through openings,

we have been able to keep that area in progress. I anticipate drywall to start in those activities -- or I should say first floor south in about a week and a half we will start petition walls. As the windows are being set we will be able to wrap up the windows on the exterior of that section of the building. From there again roof's going down. The last of the concrete's being cast and the structure is up. The total structure itself is now complete now, now we have some miscellaneous handrails, guard rails, and miscellaneous items. So, that allows the last of the concrete to go in, the mechanical penthouse, stairs, and so forth. The air handlers have been set on the roof. We are finishing all the mechanical up and down from the third floor down to the basement. So, all those shafts are being completed. So, as a whole the building from the inside -- we are building this thing from the inside out. The mason is wrapping up by week's end this north section of the brick. He will be moving to the stair towers. From the stair towers he will come back to the front of the building and go across the whole front face, all moved into the back, so they can start the plaza towards the end of -- the middle of March, to the end of March, depending on our weather. So, as we were finishing up the inside -- or I should say we were pushing the inside as hard as we can, we are also looking ahead for the plaza. The plaza's a big key for me to get you guys moved in. Without sidewalks and those features installed I can't get you in the building. So, there are a couple different parts that I'm applying from the inside out, as well as the outside to the plaza, with the drawings and with our forces. Fortunately, to our benefit our prime contractors, American Wall Covering, and our metal stud framing, Tri-State Electric, our electrical company; Hobson Fabricating and Buss Mechanical are main players as far as getting this thing moving on the inside. All those people have people waiting to go back to work, so as soon as we get areas ready we are not into a labor shortage. First floor on the north side of the building we actually have the rough-in incomplete. I have about two days in electrical and, then, the floor can start, the access flooring. That access flooring will start next Wednesday back on the first floor to open up the whole first floor and moving up to the second floor. So, when you look at the schedule, it's a little deceiving and what I'm actually chasing myself is the drywall activity, which is down at item 35. So, with that activity that's -- that's my -- that's my pressure point, basically. So, as the access floor is finishing up, petition walls have started, wall rough-ins have started, and, then, my drywall will start on time. And, then, it's a mad -- not a mad dash, but we -- for lack of a better term -- mad dash on the second and third floors on the north side of the building catching up where we have slipped a little bit. So, that's what we are working on right now to get this thing caught up and I am hoping to shave some weeks off of the worst case scenario at this point in time. But we still have to realize at the very end of this project we had the commissioning, which is a very important part of the LEED for the indoor air quality. We have a month flush. And, basically, through that month that we are going to flush the building, there is air blowing in amount -- and Adam can elaborate a little better than I can on how much air we have to flush per square foot of office space. We flush the building out. Through that time we will be working on punch lists, these late items and getting the building ready for you people to move into. So, I have got a block of time, for lack of a better term, built in for punch list prior to you guys taking over the building. So, we have had several commissioning meetings with our enhanced commission agent Tim with Tier International and our prime contractor, which was Buss, Tri-state Electric and Hobson, are working with us to make sure -- to

insure we have the building at start up, so -- with that, with the commissioning, I'm going to turn it over to Adam.

Bird: Just a second. I have a question.

Rountree: Mr. Bird.

Bird: Jon, all shop drawing, submittals, and everything that has been bid has been in and turned around and everything's -- materials ordered, we have no lead time items from any of that?

Anderson: To the best of my knowledge, the last bid package was a rebid on the security and it is in at this point in time with our electrical engineer. The data -- our data cable is on site. The CAT 6A cable is actually here, the backboards for that associated work. At this point I don't foresee anything --

Bird: Stairs, railing, and everything's on site?

Anderson: Stairs, hand railing, is all on site. We actually met with our tile guy today. We have not allowed him to order his tile, because we have nowhere to put it. But it's very simple to get that. So, no, on the submittal process I believe we are lacking a few security items that are in for review right now and they shouldn't have a big --

Bird: Well, some of those are long lead items, too.

Anderson: Some of them are.

Bird: So, we need to --

Anderson: The devices that Jeff Johnson has picked from our electrical engineering firm are kind of standard items, for lack of a better term.

Bird: Okay. Thank you, Jon.

Anderson: Thanks.

Johnson: Good evening, Counsel President Bird -- Borton, Members of the Council. Just kind of refer you to tab three in your book, if you could for me. We are going to go through a pretty expedited LEED rundown here. And, then, if you have that two-page handout, kind of just pool the item -- key points right now kind of hot in the whole scheme of things. Just a point overview, we are sitting at 36 points in our range of 33 to 38 for silver. We have got five in the possible columns as you can see there on the gray that we are still pushing toward. We have got some other items that are just kind of in the radar right now we are working on. And, then, the 22 points that we are not shooting for, because we just can't get there. The first test to jump into here is the computer modeling. It's pretty much -- you take the baseline of the building, put it in the

computer model, you have all your environments and different calculations and it tells you how your building is performing with the systems in place. So, if you go to the tally sheet, toward the bottom there you have the energy and atmosphere credit one. Right now we are sitting at just about -- just over 21 percent, so we will get four points for that category. So, that will give you a rundown of where we are sitting there. John touched on the next bullet item here, commissioning kickoff. We have had some meetings with Hiri International. We have got a -- I don't have tons of these to pass out, but I can -- you can pass that around and peruse through it. That's a booklet that we pass out to all the contractors. Pretty much goes through the processes of commissioning the documentation end and, then, some policies, procedures, different stuff to help all the subs come through and do their end and follow the LEED guidelines. Everything from documentation on equipment going in the building, we have to document serial numbers, model numbers, start-up procedures, all the way through the indoor air quality management plan. Didn't really touch on that a whole lot, but just on everything from duct work, we have the duct work that's installed, it has plastic covering it, making sure that's in place for the moisture control. Another hot item right now is VOC tracking. I'm putting together a list of sealants, adhesive, glues, everything that comes together inside the building, we have to track all that and make sure it doesn't exceed a certain volume of EOCs. So, that's -- that goes into the commissioning aspect. The next item on the bulleted list is the sheetrock and recycling. That's kind of a stumbling block we are in right now. We were counting on local sources for disposal of sheetrock and we have kind of come up dry on that. The outfits that were recycling are not doing it now. It didn't take off like they thought it would. So, we are looking at out of state locations that do collect sheetrock, grind it up, and use it for remanufacturing of new sheetrock. So, we are exploring that pretty hot and heavy right now. I have got a few leads, talked to a few reps from different companies that actually do that process. So, we are working on that. And, then, last, but not least, we have got a table there of our different bins that we have to date. Metal, plastic, cardboard, wood, sheetrock and then general trash. With our dumps that we have had to date -- and this is by yards, so it's not our end tally, we do that by weight, but for comparison purposes we are doing it by volume. So, kind of gives you a feel of we are exceeding our 50 percent, but without the sheetrock end of it we are going to be pushing to get that 75 percent. So, that's why we are hitting hard on that one right now. So, with that, going a million miles an hour here, any questions you have on the LEED end?

Bird: Mr. President?

Rountree: Mr. Bird.

Bird: On the sheetrock, do you have to be a licensed place to take it to get it -- what do they do, just grind it up, Adam?

Johnson: Yeah. They -- talking to -- actually, going a round about way, I talked to the folks at Zamzows that actually sell it for soil additive and talking to the guy that knows calcium on the molecular level, he told me that it's like concrete, once you place it, hydrate it, you can't grind it up and rewet it and put it down again, it just doesn't work.

Same with gypsum. If you process it, produce it, cook it, do the stuff -- you can grind it up, chemically it's the same, it's all there, but when you try to put it in the soil as an additive, it doesn't have the products and won't release the nutritional value, so to speak, of their goal. So, that's why that kind of went belly up.

Bird: So, you do have to have a regular plant, you just can't take it somewhere and have it ground up and --

Johnson: Correct.

Bird: -- and do it.

Johnson: And these outfits in Firth -- Fife. Sorry. And, then, there is outfits in Ontario, Canada, that actually grind it up sell it back to USG and other manufacturers for their recycle content. So, also avenues in Las Vegas and in Salt Lake City.

Bird: You say Fife, Washington?

Johnson: Correct. Yeah. So, trying to see trucking and, then, they can only take so much, because USG only takes so much from them and stuff like that. So, just exploring all those avenues and find out what's going to be the best way to dispose of that.

Bird: Good.

Johnson: The ceiling tile is going to be another one here that will add up, too, that we will eventually get a sheetrock bin on -- or not a sheetrock bin, acoustical ceiling tile bin. That will be for just that and that -- we were talking to the supplier today, that's mainly composed right now of newspaper on manufacturing. So, we will track that. We can possibly ship that directly to the manufacturer who will use it in their manufacturing and they are in -- so, anyway, we are looking into that, too. So, that's next on the radar.

Bird: We probably won't have too much ceiling tile, though -- excess, because those are kind of in two by -- didn't we go two by four sections and, then, you're going to have some corners where you cut and stuff like that, but --

Johnson: Some radiuses and stuff like that.

Bird: Hopefully, we can get to a point where we are two by two, we just cut it in half, but -- okay. That's good.

Johnson: And we have got suppliers on board, too, that are the -- the contractors. American Wall has been -- in talking to them about how much we are anticipating scape-wise, they are shooting for a pretty high number of use and rather than scrap out and so we might not have as much scrap as we thought, but we still need to tally what we have and keep track of that.

Bird: It won't be anything like sheetrock.

Johnson: Yeah. So --

Bird: Thank you, guys.

Johnson: Yeah. Also, with the -- trying to work the angle, too, of going back towards the pre-consumer, post-consumer recycling, so that's another point that we are going to shoot for. Also, possibly we have just been kicking around an innovations design credit for working with Ideal Demolition, who did the demo on the site. He was looking to pick up where the sheetrock companies -- sheetrock recyclers failed and working with him and try to incorporate a new recycling program through him and if we can do that and show USCBC that, hey, you know, we got -- help somebody kick start here with a new company and try that angle, too. So, we are digging into this one deep.

Rountree: That's great. Any further questions?

Bird: No. Thank you.

Rountree: I have a question. Just off the top of your head are you inclined to be optimistic about success on the silver Leeds or are you -- you're working hard and --

Johnson: We are shooting hard for it. It's in my radar. Just trying to see -- like digging into this point and making sure we insure we keep it. Sometimes they are like -- people will say, well, why aren't you focusing on other points. Well, this one's important and just like all the rest, we are just going to keep on plugging and chugging and shoot for the best, so --

Rountree: Very good. Anybody else?

Johnson: And turn it over to Tom and he's going to run through --

Tom: Good evening, Council. On the financial side, we are currently -- the February billing's been submitted and approved. It's 54 percent to date on ongoing work in phase two and three. The shell and the interior improvements. Under section four is the updated budget for your book. Currently, the construction cost is 20.4 million. That includes the 2.2 million allotted for the plaza. That won't be finalized until the rebid of the concrete, the water features, and the plaza and the re-pricing of the changes that were made to accommodate the parking and the space allocation out there on the plaza. The drawing for the plaza have been completed and are in the review process. They should be issued for our review next week. Any questions financially or -- change-wise? Thank you.

Bennett: That, I believe, concludes our presentation. There was one question that had come up earlier on status of the stone for the exterior of the building. It's all in town now. It's sitting in Masonry Center's yard. So, that's ready to go.

Bird: It's at Masonry Center?

Bennett: Uh-huh. It's stored there.

Bird: Okay.

Rountree: Very good.

Bennett: Thank you very much.

Rountree: Thank you.

Bird: Thank you, Gene.

- (b) Kuna Growth Boundary – Anna Canning.**
- (c) Eagle Growth Boundary – Anna Canning.**
- (d) Update on Area of Impact Request with Ada County – Pete Friedman.**

Rountree: It's looking good. Next item on the agenda is our discussion of -- and updating on the Kuna growth boundary, Eagle growth boundary, update of area impact request and, Pete and Anna take it away.

Canning: President Rountree, Members of the Council, there is a few -- there is several items on the agenda that kind of we can talk about all in one fell swoop. Those are the Kuna growth boundary, the Eagle growth boundary, and an update on the area of impact request with Ada County. The latter kind of relates to both those boundaries. I thought I'd started off by going -- just briefly talking about this map that was provided to you. The area that's shown as gray is our current Comprehensive Plan plan boundary. The areas north of Chinden and west of McDermott are not in our current area of city impact as recognized by Ada County. That is in the north Meridian area of city impact request that they have not yet acted on from 2003. The recent amendment we made for area A, likewise we haven't even submitted to them yet, because we know they won't act on it. And, then, as you go down south -- I'm trying to make this whole conversation very vague down south, because you actually have a Comprehensive Plan coming up before you, so I'm trying to just talk boundaries down there. But the area designated as B, we are proposing that that remain in the county, but that it be identified as, basically, a referral area for the city. The area C we are proposing to add to our Comprehensive Plan, as well as area D. The area E that's shown, some of that you can tell north of Columbia overlaps with our existing Comp Plan, but portions of that have been annexed, so we are proposing to remove that. So, that's the -- the really vague discussion about our proposed boundary, but it -- I think the larger question is what's

MOTION CARRIED: THREE AYES. ONE ABSENT.

Borton: Move to adjourn.

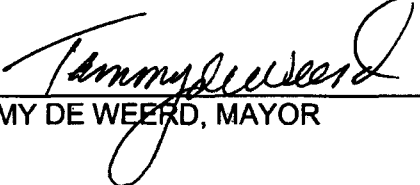
Bird: Second.

Rountree: It has been moved and seconded to adjourn. All those in favor say aye.

MOTION CARRIED: THREE AYES. ONE ABSENT.

MEETING ADJOURNED AT 8:26 P.M.

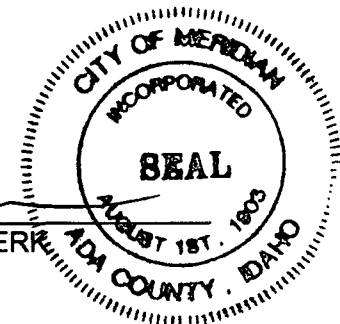
(TAPE ON FILE OF THESE PROCEEDINGS)


TAMMY DE WEERD, MAYOR

3, 18, 08
DATE APPROVED

ATTEST:


JAYCEE HOLMAN, CITY CLERK



**City of Meridian
Purchasing Dept.**

Memo

To: Will Berg, City Clerk, Sharon Smith
From: Keith Watts, Purchasing Agent
CC: Tara Green
Date: 8/31/07
Re: September 4 City Council Meeting Agenda Item

The Purchasing Department respectfully requests that the following item be placed on the September 4 City Council **Consent Agenda** for Council's consideration.

Approval of Change Order #1 to Sidewalks, LLC for the amount of \$137,108.00 in conjunction with ASI #'s 5 & 10 (raising the building 4'). This Change Order was discussed at last weeks Council meeting by Wes Bettis of Petra.

Recommended Council Action: Approve of Change Order #1 to Sidewalks, LLC. for the negative amount of \$137,108.00, authorize the Mayor to sign the agreement and City Clerk to attest.

Thank you for your consideration.

Memo

To: Will Berg, City Clerk
From: Keith Watts, Purchasing Agent
CC: Sharon Smith, Tara Green, Stacy Kilchenmann
Date: 9/17/07
Re: September 25 City Council Department Report

The Purchasing Department respectfully requests that the following item be placed on the September 25 City Council Agenda under **Department Report**.

Rule Steel Change Order #1 Additional work per the Architect's Supplemental Instructions (ASI's) #7, 8, 18, & 19. All work under this Change Order #1 will be completed pursuant to the existing Steel Fabrication & Erection contract dated May 8, 2007.

Recommended Council Action: Approve Change Order #1 to Rule Steel Tanks, Inc. for additional steel work for a Not-To-Exceed amount of \$24,790.00 authorize the Mayor to sign and City Clerk to attest.

Thank you for your consideration.

Memo

To: Jaycee Holman, City Clerk
From: Keith Watts, Purchasing Agent
CC: Tara Green, Stacy Kilchenmann, Gene Bennett
Date: 10/30/08
Re: November 4 City Council Meeting Agenda Item

The Purchasing Department respectfully requests that the following item be placed on the November 4, 2008 City Council Agenda Department Reports for Council's consideration.

Multiple Budgeted Contract Amendments for the New City Hall Building

Sidewalks, LLC – Budgeted Contract Amendment No. 5 - **\$3,800.00** – Owner Initiated and Architect Changes
Suncoast dba B&B Steel – Budgeted Contract Amendment No. 4 - **\$2,685.00** – Architect Initiated Change.
Cobblestone Construction – Budgeted Contract Amendment No. 1 - **\$9,668.00** – Owner Initiated and Architect Requested change
Buss Mechanical – Budgeted Contract Amendment No. 3 - **\$10,068.00** – Owner Requested/ Architect Initiated/Utility Company Initiated Changes.
Buss Mechanical – Budgeted Contract Amendment No. 4 - **\$5,304.00** – Architect/Design and Owner Initiated Changes
Designer Floors – Budgeted Contract Amendment No. 2 - **\$4,061.00** – Owner Requested Change and Architect Initiated Changes
Tri State Electric – Budgeted Contract Amendment No. 4 - **\$25,671.00** – Owner Requested and Architect/Design Initiated Changes.
Tri State Electric – Budgeted Contract Amendment No. 1 (Plaza) – **\$54,311.00** – Architect/Design and Owner Initiated Changes
SBI – Budgeted Contract Amendment No. 4 - **\$1,285.00** – Payment Drop Box – Owner Initiated Change
Axelsen Concrete – Budgeted Contract Amendment # 2 - **\$8,897.00** – Architect/Design and Owner Initiated Changes
Commercial Painting – Budgeted Contract Amendment #4 - **\$2,780.00** – Architect/Design/Contractor Initiated Changes.

Recommended Council Action: Approve Multiple Change Orders for additional work for a Not-To-Exceed amounts listed above for a total amount of \$128,530.00 and authorize the Mayor to sign and City Clerk to attest.

Thank you for your consideration.

Meridian City Council Meeting

September 4, 2007

A meeting of the Meridian City Council was called to order at 7:07 P.M., Tuesday, September 4, by Mayor Tammy de Weerd.

Members Present: Mayor Tammy de Weerd, Keith Bird, Joe Borton, Charlie Rountree, and David Zaremba.

Others Present: Bill Nary, Will Berg, Anna Canning, Len Grady, Tracy Basterrechea, Bill Johnson, Keith Watts, and Dean Willis.

Item 1: Roll-call Attendance:

Roll call.

<u> X </u> David Zaremba	<u> X </u> Joe Borton
<u> X </u> Charlie Rountree	<u> X </u> Keith Bird
<u> X </u> Mayor Tammy de Weerd	

De Weerd: Good evening. I will go ahead and start tonight's regular meeting agenda. It is Tuesday, September 4th. It's a few minutes after 7:00. Welcome to all of you. We will start tonight's meeting with roll call attendance.

Item 2: Pledge of Allegiance:

De Weerd: If you will all rise and join us in the pledge.

(Pledge of Allegiance recited.)

Item 3: Community Invocation by Retired Pastor Burton Roberts with Meridian Gospel Tabernacle:

De Weerd: Before I move to Item No. 3 -- and certainly as we ask Pastor Robert -- or Pastor Burton Roberts to come up and lead us tonight in the invocation, I would like to take this as an opportunity to invite you all to the reception in his honor this weekend at 3:00 o'clock at the Meridian Gospel Tabernacle in celebration of 51 years of service to God and certainly we appreciate what you have done -- you and your family have done in this community in building it as a community and a desirable place to live. And I am very grateful to have met you and consider you a friend and I would like to present you with a City of Meridian pen. And now it's not a lapel pin, it's actually a writing pen, and thank you for what you have done for the community. And now if you will all join us in the community invocation or take this as an opportunity for a moment of reflection. Pastor.

- L. Approve Ada County Sheriff's Office Records Billing Agreement:**
- M. Approve Contract for Heroes Park Tee / Pressure Test for Wastewater Reuse with H2 Excavation, LLC for \$14,850.00:**
- N. Approve Contract for Task Order 2.4 – Plant Optimization / Filter Preliminary Design with CH2M HILL for \$42,151:**

De Weerd: Item 5 is the Consent Agenda.

Bird: Madam Mayor?

De Weerd: Mr. Bird.

Bird: On the Consent Agenda we have been – it has been asked by the Council and Mayor to move Items O, P and Q, to A - O, P and Q. And with that the rest of the Consent Agenda I move we approve and for the Mayor to sign and the Clerk to attest.

Rountree: Second.

De Weerd: I have a motion and a second to approve the Consent Agenda as changed. If there is no discussion, Mr. Berg, will you, please, call roll.

Roll-Call: Bird, yea; Rountree, yea; Zaremba, yea; Borton, yea.

MOTION CARRIED: ALL AYES.

Item 6: Department Reports:

A. Mayor's Office:

- 1. Follow Up on Meridian School District Request to Share Costs to Move Pine Street School House from August 14, 2007:**

De Weerd: Thank you. Item 6 under Department Reports. My office, I have the first item, which I will pass this piece of discussion over to Councilman Bird.

Bird: This is the moving of the Meridian Pine School over to a house over there by – in front of the elementary school that needs to be demo'd and stuff. I don't have a lot more information than what I had last week. We couldn't – I couldn't get one of my contractors to get there, he went out of town, and we – our demolition guy Keith has

been in touch with, but we will have something back the 11th with a not to exceed and, basically, what they are asking the city to do is to tear down the old structure, put new foundation in, they will -- they will move the old the -- the Pine School over there and, then, we will set it up. So, we will have something the 11th, not to exceed figure for you.

De Weerd: Okay.

Bird: And they need it -- we need to get on it as soon as possible if we can.

2. City Hall Building Update on Value Engineering Options:

De Weerd: Any questions from Council? Item 2. Council, you should have received in your box and in your packet a value engineering option sheet and as we went through this exercise we saw that, really, what we were doing are finding pennies and nickels and didn't want to lose sight of the overarching goals that we have for this building and that is one that will serve this community for generations. After all was said and done and certainly in light of the desire to pursue the Silver Leed certification, some of the value engineering options didn't make sense, because what we risked was losing Leed points and so what we found was the possible savings was very minimal and I guess the direction I'm asking of all of you tonight is would you like this as a detailed discussion at our meeting next week or would you like to proceed as in the plan and certainly in each of the bid packages or are you interested in walking through this list and looking at each of these items by item? And I guess there is one final piece to this discussion. There is an opportunity to take a look at the unassigned areas and kind of consolidate. It was the team's -- the team's direction was not to do it at this point. If that's what we wanted to do nine months ago would have been the time to do it. The Council did approve the floor plans as was submitted, so I would also kind of like to put that question to rest as well and would look for a discussion on those two questions.

Bird: Madam Mayor?

De Weerd: Mr. Bird.

Bird: A clarification on that valued engineering. If you will notice, I don't know why bookkeeping did it or what it is -- they moved the biggest share of saving is the moving of the property, clean up and stuff and I mean I don't know why that was moved over to value engineering or who did it, but I think there is -- I think that the building is designed -- there is probably some things that we could get away with, but if you got to lose points, you have to -- you're taking a chance of losing points and, like you said, it's nickel and diming, so -- and it's a building that -- it's going to last for generations and generations and on the redesign I'm -- I will take the blame for not bringing this to the attention nine months ago, but I thought it would have been. So, it's too late to -- the horse is out of the barn, can't close the door now.

De Weerd: Anyone else have a cliché they would like to share? I do think that right now -- and looking at those spaces, that it has been designed as a -- as the goal was to -- to look at future spaces and see how those future spaces can be transitioned in. Some of them, because of the size of the departments, is just not as easy to transition in because of the particular floor layouts and we are -- we continue to look at options on that. So, again, I guess the question is on either of those two talking points would you like more detail brought back -- because we do need to have a decision on this.

Borton: Madam Mayor?

De Weerd: Yes.

Borton: I'm not necessarily interested in bringing it back and having a discussion for me. The design is done and the layout's done and while we always want to be looking for any cost savings, even if they are nickels and dimes, I no way support skipping and scratching so much so that we lose what we all intended it to be is a beautiful landmark in downtown Meridian and also with this internal layout of City Hall's been decided and done, in my opinion it's just a done deal and to the extent we might have particular amenities inside City Hall which allow our employees do the best job possible and shows the respect and value to them that they deserve, I'm all for it. If it's a little nicer this or that, I'm all for it. If it costs a little more I'm all for it. I want to have everyone who works in that City Hall to have a very very usable, valuable, pleasurable, efficient, nice place to work. So, not only do I not necessarily want to revisit department locations and grand design, I don't necessarily -- I'm not interested in skipping on any of the particular amenities that the city employees are going to get when they work there.

Rountree: Madam Mayor?

Rountree: Yes, Mr. Rountree.

De Weerd: In pursuing this list I don't see amenities, I see an opportunity to actually save money in the future, because a good share of these things are suggestions not to do it now, but they will be needed later. Well, if we do them now they are going to cost us less than if we wait five years to do them, so that was not part of the value engineering study and should have been and I guess the other areas that I see here are change orders in materials that will be of not inferior quality, but lesser quality, which will result in earlier maintenance activities. So, it seems to me that, you know, I would say let's go -- let's go with it the way we set it up, the way we got it designed, and move forward.

De Weerd: Keith?

Zaremba: Madam Mayor --

De Weerd: I'm sorry.

Zaremba: -- I would only add that I'm a firm believer that quality up front saves you money in the long run. So, I'm never one for throwing money away, but well spent money that saves you money later, as has been mentioned, that makes our employees and our citizens proud, that we need to spend it.

Watts: Madam Mayor, Council Members, I just want to maybe clarify a few things for me. As far as completing the building as planned, are we -- are we talking the flooring throughout, lighting, and heating throughout now, as far as putting that off until later?

De Weerd: It sounds like that is what Councilman Rountree --

Watts: I would agree with that as well.

Bird: It's cheaper to do it now than it is five years from now.

De Weerd: You know, there are a couple things on here that make sense in deleting. The shower and restrooms on the third floor and, you know, those things. But finishing out the unsigned areas, there will be some TI work needed as those areas are brought into usable space, but it does minimize what that impact would be.

Watts: I agree. Thank you.

De Weerd: Any further discussion? Any further detail needed, Keith?

Watts: I don't believe so. I can instruct Petra from that.

De Weerd: Thank you. You just added less time to our weekly meetings and that is appreciated.

3. **Change Order No. 2 for LCA Architects for Meridian City Hall Building Modifications for Re-Design due to raising the Building 4'0 in Elevation for \$23,680.00:**
 - O. **Standard Form of Agreement with Commercial Painting, Inc. for Painting and Wall Coverings for the New City Hall:**
 - P. **Approval of Change Order No. 1 to Sidewalks, LLC for the amount of \$137,108.00 in Conjunction with ASI #'s 5 & 10 (raising the Building 4'):**

Bird: Second.

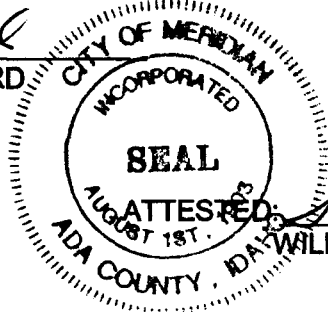
De Weerd: All those in favor say aye.

MOTION CARRIED: ALL AYES.

MEETING ADJOURNED AT 9:00 P.M.

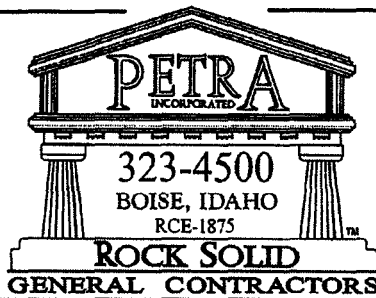
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MAYOR TAMMY de WEERD



9,25,07
DATE APPROVED


WILLIAM G. BERG JR., CITY CLERK



TRANSMITTAL
No. 00035

9056 W. BLACKEAGLE DR. • BOISE, ID 83709 • PHONE: (208) 323-4500 • FAX: (208) 323-4507

PROJECT: Meridian City Hall

DATE: 2/12/2007

TO: City of Meridian
33 E Idaho Avenue

REF: Construction Budgets

Meridian, ID 83642

PHONE: 888.4433

FAX: 887.4813

CELL: 631.6469

ATTN: Keith Watts

WE ARE SENDING:	SUBMITTED FOR:	ACTION TAKEN:
<input type="checkbox"/> Shop Drawings	<input type="checkbox"/> Approval	<input type="checkbox"/> Approved as Submitted
<input checked="" type="checkbox"/> Letter	<input checked="" type="checkbox"/> Your Use	<input type="checkbox"/> Approved as Noted
<input type="checkbox"/> Prints	<input checked="" type="checkbox"/> As Requested	<input type="checkbox"/> Returned After Loan
<input type="checkbox"/> Change Order	<input checked="" type="checkbox"/> Review and Comment	<input type="checkbox"/> Resubmit
<input type="checkbox"/> Plans		<input type="checkbox"/> Submit
<input type="checkbox"/> Samples	SENT VIA:	<input type="checkbox"/> Returned
<input type="checkbox"/> Specifications	<input checked="" type="checkbox"/> Attached	<input type="checkbox"/> Returned for Corrections
<input type="checkbox"/> Other:	<input type="checkbox"/> Separate Cover Via: Hand Delivered	<input type="checkbox"/> Due Date:

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
	6	2/12/2007				60% Shell Design Construction Budget	NA
2	6	2/12/2007				30 % Core & TI Design Construction Budget	NA
3	6	2/12/2007				Shell, Core & TI Budget Summary	NA
4	6	2/12/2007				Updated Project Schedule	NA

Remarks: Keith:

Please distribute for inclusion in the CM Plan Binders under the BUDGET tab, in all six sets delivered to you previously. The copies of the updated schedule are for the tab titled schedule.

If you have any questions or require additional information, please contact me at your convenience.



Signed:

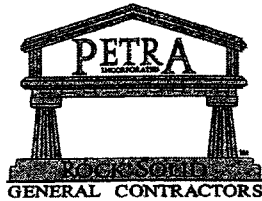
Wes Bettis

CC: File

Expedition®

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Project Cost Summary Spreadsheet

Meridian City Hall

Meridian, Idaho
February 12, 2006



Fixtures and Equipment		Budget	20% Estimate 1/15/07	60% Estimate 2/12/07
1	Fixtures & Equipment			
2	Demountable Walls (Options to \$1.163 Million)			\$465,910

Soft Costs		Budget	20% Estimate 1/15/07	60% Estimate 2/12/07
1	City Fees - Preapplication Meeting			
2	City Fees - Conditional Use			
3	City Fees - Plan Check			
4	City Fees - Bldg Permit			
5	City Fees - Water & Sewer Connection			
6	City Fees - Outside/Specialty Consultant Plan Ck			
7	ACHD Impact Fees			
8	Local Fire Department Review			
9	DEQ Plan Review			
10	Idaho Power			
11	Union Pacific			
12	Advertisement for Bids			
13	Soil and Geotechnical Report			
14	Survey Work (Design)			
15	Bid Document Costs - Reproduction & Postage			
16	Bond Counsel			
17	Bond Rating (Bond Issuance Cost)			
18	Fiscal Agent			
19	Architectural Programming / Schematic Design			
20	Architectural Design Development-Const. Administration			
21	Architectural Reimbursable			
22	Specialty Consultant-Commissioning Engineer			
23	Specialty Consultant-Traffic Study			
24	Specialty Consultant-Misc.			
25	Legal Counsel			
26	Insurance Costs-Builders Risk			
27	Contingency for Soft Costs			
Total Soft Costs				

Construction Mgmt & Site Acquisition Cost		Budget	20% Estimate 1/15/07	60% Estimate 2/12/07
1	Bid Phase I - Asbestos & Demolition		\$426,357	\$426,357
2	Reimbursable - Construction		\$279,812	\$279,812
3	Construction Management Fee		\$574,000	\$574,000
Total CM & Site Acquisition Cost			\$1,319,266	\$1,319,294

Construction Costs		Budget	20% Estimate 1/15/07	60% Estimate 2/12/07
1	Bid Phase II - Shell		\$6,190,571	\$5,266,791
2	Bid Phase III - Core & TI		\$7,196,480	\$8,714,942
3	Bid Phase IV - Site & Plaza		\$1,388,109	\$1,500,000
4	Construction Contingency 5%		\$700,000	\$772,300
Total Construction Estimate		\$12,200,000	\$15,475,160	\$16,254,033



Project Cost Summary Spreadsheet

Meridian City Hall

Meridian, Idaho
February 12, 2006



Fixtures and Equipment		Budget	20% Estimate 1/15/07	60% Estimate 2/12/07
1	Fixtures & Equipment			
2	Demountable Walls (Options to \$1.163 Million)			\$465,910

Soft Costs		Budget	20% Estimate 1/15/07	60% Estimate 2/12/07
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8	Local Fire Department Review			
9	DEQ Plan Review			
10	Idaho Power			
11	Union Pacific			
12	Advertisement for Bids			
13	Soil and Geotechnical Report			
14	Survey Work (Design)			
15	Bid Document Costs - Reproduction & Postage			
16	Bond Counsel			
17	Bond Rating (Bond Issuance Cost)			
18	Fiscal Agent			
19	Architectural Programming / Schematic Design			
20	Architectural Design Development-Const. Administration			
21	Architectural Reimbursable			
22	Specialty Consultant-Commissioning Engineer			
23	Specialty Consultant-Traffic Study			
24	Specialty Consultant-Misc.			
25	Legal Counsel			
26	Insurance Costs-Builders Risk			
27	Contingency for Soft Costs			
Total Soft Costs				

Construction Mgmt & Site Acquisition Cost		Budget	20% Estimate 1/15/07	60% Estimate 2/12/07
1	Bid Phase I - Asbestos & Demolition		\$426,357	\$426,357
2	Reimbursable - Construction		\$279,812	\$279,812
3	Construction Management Fee		\$574,000	\$574,000
Total CM & Site Acquisition Cost			\$1,319,266	\$1,319,294

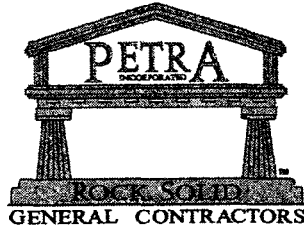
Construction Costs		Budget	20% Estimate 1/15/07	60% Estimate 2/12/07
1	Bid Phase II - Shell		\$6,190,571	\$5,266,791
2	Bid Phase III - Core & TI		\$7,196,480	\$8,714,942
3	Bid Phase IV - Site & Plaza		\$1,388,109	\$1,500,000
4	Construction Contingency 5%		\$700,000	\$772,300
Total Construction Estimate		\$12,200,000	\$15,475,160	\$16,254,033

PETRA

Project: Meridian City Hall - Phase II - Shell

Client: City of Meridian

Date: February 12, 2007



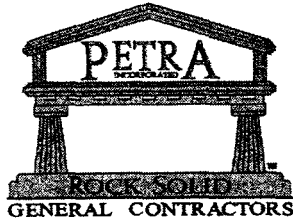
Building	101,008 SF	Site	29,960 SF
Building Levels:	4	Site Paving	SF
Building Foot Print	29,960 SF	Site Landscaping	SF
Building Construction:	Shell	Site Concrete SOG	SF
Construction Duration:	8.00 Mths	Parking Structure	SF

Description	Unit Cost	Unit	Site Quantity	C&S Quantity	TI Quantity	Site Subtotal	C&S Subtotal	TI Subtotal	Total	Division Total
										\$181,029
SURVEY										
CONSTRUCTION STAKING	\$18,000.00	LS		1			\$18,000		\$18,000	
RESTAKING	\$4,000.00	LS		1			\$4,000		\$4,000	
										\$22,000
CLEAN UP										
DAILY CLEAN UP	\$250.00	WKS		35			\$8,750		\$8,750	
FINAL CLEAN UP	\$0.02	SF		101,008			\$2,020		\$2,020	
										\$10,770
TESTING & INSPECTION										
TESTING & INSPECTION	\$18,500.00	LS		1.0			\$18,500		\$18,500	
										\$18,500
TEMPORARY UTILITIES										
TEMP. POWER INSTALLATION	\$2,500.00	LS		1.0			\$2,500		\$2,500	
TEMP. POWER USAGE	\$500.00	MTHS		8.0			\$4,000		\$4,000	
TEMP. WATER INSTALLATION	\$900.00	LS		1.0			\$900		\$900	
TEMP. WATER USAGE	\$150.00	MTHS		8.0			\$1,200		\$1,200	
										\$8,600
MATERIALS & SUPPLIES										
SUPPLIES & POSTAGE	\$150.00	MTHS		8.0			\$1,200		\$1,200	
DRINKING WATER	\$50.00	MTHS		8.0			\$400		\$400	
PHOTOGRAPHS	\$80.00	MTHS		8.0			\$640		\$640	
SCHEDULE PLOTTING/PRINTING	\$40.00	MTHS		8.0			\$320		\$320	
PLAN REPRODUCTION	\$500.00	MTHS		8.0			\$4,000		\$4,000	
										\$6,560
SAFETY										
SECURITY	\$500.00	MTHS		8.0			\$4,000		\$4,000	
SAFETY REVIEW CONSULTANT	\$750.00	MTHS		8.0			\$6,000		\$6,000	
SAFETY MATERIAL AND LABOR	\$0.10	SF		101,008.0			\$10,101		\$10,101	
SIGNAGE	\$800.00	LS		1.0			\$800		\$800	
										\$20,901
PROTECTION										
PROTECT FINISH WORK	\$0.01	SF		101,008.0			\$1,010		\$1,010	
STORAGE CONTAINERS	\$150.00	MTHS		8.0			\$1,200		\$1,200	
WEATHER PROTECTION & HEATING	\$10,000.00	MTHS		4.0			\$40,000		\$40,000	
TEMP. FENCE	\$4,000.00	LS		1.0			\$4,000		\$4,000	
										\$46,210
MAINTENANCE/OPERATION										
PROJECT OFFICE	\$436.00	MTHS		8.0			\$3,488		\$3,488	
TOILETS	\$575.00	MTHS		8.0			\$4,600		\$4,600	
TEMP. LIGHTING	\$2,500.00	LS		1.0			\$2,500		\$2,500	
TRAFFIC CONTROL	\$6,500.00	LS		1.0			\$6,500		\$6,500	
DEWATERING OPERATION										
HOISTING/CRANING/OFF LOADING	\$5,000.00	LS		1.0			\$5,000		\$5,000	
TRASH BIN	\$1,500.00	MTHS		8.0			\$12,000		\$12,000	
STREET CLEANING	\$425.00	MTHS		8.0			\$3,400		\$3,400	
DUST CONTROL	\$750.00	MTHS		8.0			\$6,000		\$6,000	
EROSION & SEDIMENT CONTROL (MAIN	\$500.00	MTHS		8.0			\$4,000		\$4,000	
										\$47,488

Description	Unit Cost	Unit	Site Quantity	C&S Quantity	TI Quantity	Site Subtotal	C&S Subtotal	TI Subtotal	Total	Division Total
BID PACKAGE #1 - DEWATERING, EXCAVATION, BACKFILL, & SITE UTILITIES										\$358,327
ENVIRONMENTAL CONTROLS										
DUST CONTROL	\$0.01	SF		101,008			\$1,010		\$1,010	
EROSION CONTROL	\$0.02	SF		101,008			\$2,020		\$2,020	
										\$3,030
ROUGH GRADE										
EXCAVATE BASEMENT & HAUL OFF	\$10.00	CY		15,000			\$150,000		\$150,000	
BUILDING PAD (STRUCTURAL FILL)	\$13.50	CY		1,108			\$14,960		\$14,960	
FOOTINGS / FOUNDATION / BACKFILL	\$15.50	LF		838			\$12,989		\$12,989	
BACKFILL BASEMENT WALLS	\$13.50	CY		5,000			\$67,500		\$67,500	
PIERS	\$225.00	EA		30			\$6,750		\$6,750	
DEWATERING	\$50,000.00	LS		1			\$50,000		\$50,000	
										\$302,199.00
FINISH GRADE										
BUILDING PADS	\$0.08	SF		29,960			\$2,397		\$2,397	
3/4" ROAD MIX @ SOG	\$20.00	CY		425			\$8,499		\$8,499	
										\$10,895
SEWER										
8" VCP SEWER	\$34.40	LF		355			\$12,212		\$12,212	
HOOK UPS	\$850.00	EA		1			\$850		\$850	
CLEAN OUTS	\$450.00	EA		4			\$1,800		\$1,800	
										\$14,862
DOMESTIC WATER										
2" H2O LINE	\$18.00	LF		355			\$6,390		\$6,390	
BACKFLOW	\$500.00	EA		1			\$500		\$500	
HOOK UP	\$750.00	EA		1			\$750		\$750	
DETECTOR CHECK/BACK FLOW	\$8,500.00	LS		1			\$8,500		\$8,500	\$16,140
FIRE LINES										
EXTERIOR FIRE LINES & HYDRANTS	\$40.00	LF		280			\$11,200		\$11,200	
										\$11,200
BID PACKAGE #2 - STRUCTURAL CONCRETE										\$804,415
REBAR										
FOOTINGS (56LBS/CY)	\$0.60	LBS		21,112			\$12,667		\$12,667	
FOUNDATION (75LBS/CY)	\$0.60	LBS		29,625			\$17,775		\$17,775	
EMBEDS REBAR	\$1.00	LBS		7,920			\$7,920		\$7,920	
SOG 6" - WWF	\$0.48	SF		30,795			\$14,782		\$14,782	
SOG 5" - WWF	\$0.48	SF		73,360			\$35,213		\$35,213	
PIERS (35LBS/CY)	\$0.48	LBS		6,650			\$3,192		\$3,192	
CMU BAR	\$1.10	SF		25,621			\$28,183		\$28,183	
										\$119,732
BUILDING CONCRETE										
FOOTINGS	\$250.00	CY		377			\$94,250		\$94,250	
SLAB ON GRADE (6")	\$2.75	SF		30,795			\$84,686		\$84,686	
SLAB ON DECK (5")	\$3.00	SF		73,360			\$220,080		\$220,080	
10" BASEMENT WALL	\$15.00	SF		7,920			\$118,800		\$118,800	
FOUNDATIONS	\$275.00	CY		395			\$108,625		\$108,625	
PIERS	\$275.00	CY		190			\$52,250		\$52,250	
UNDER SLAB VAPOR BARRIER	\$0.20	SF		29,960			\$5,992		\$5,992	
										\$684,683
BID PACKAGE #3 - MASONRY & STONE										\$1,379,200
MASONRY										
SUBCONTRACTOR BUDGET	\$1,320,000	LS		1			\$1,320,000		\$1,320,000	
BRACING AND SHORING	\$59,200.00	LS		1			\$59,200		\$59,200	
										\$1,379,200

Description	Unit Cost	Unit	Site Quantity	C&S Quantity	TI Quantity	Site Subtotal	C&S Subtotal	TI Subtotal	Total	Division Total
BID PACKAGE #4 - STRUCTURAL STEEL & ERECTION										\$1,363,718
STRUCT & MISC STEEL										
STRUCTURAL STEEL--Petra Budget	\$0.90	LBS		990,059			\$891,053		\$891,053	
STEEL STAIRS	\$7,500.00	EA		12			\$90,000		\$90,000	
JOIST & DECKING--Vendor Quote	\$135,150.00	SF		1			\$135,150		\$135,150	
ERECTION	\$0.25	LBS		990,059			\$247,515		\$247,515	
										\$1,363,718
BID PACKAGE #5 - CARPENTRY										\$12,121
ROUGH CARPENTRY										
FRAMING	\$0.04	SF		101,008			\$4,040		\$4,040	
MATERIALS	\$0.08	SF		101,008			\$8,081		\$8,081	
EXTERIOR 7/16" OSB (In framing)	\$1.25	SF								
EXTERIOR WRAP (In framing)	\$0.50	SF								
										\$12,121
BID PACKAGE #6 - ROOFING, INSULATION & SHEETMETAL APPLICATIONS										\$289,932
INSULATION										
R-19 VB EXTERIOR WALLS	\$0.78	SF		46,446			\$36,228		\$36,228	
FOUNDATION SLAB RIGID	\$1.00	SF		5,720			\$5,720		\$5,720	\$41,948
CAULKING & WATER PROOFING										
DAMP PROOFING	\$3.50	SY		5,720			\$20,020		\$20,020	
CAULKING	\$0.25	SF		101,008			\$25,252		\$25,252	\$45,272
ROOFING										
BARREL ROOF/METAL ROOF-SUB QUOT	\$37,880.00	LS		1			\$37,880		\$37,880	
TPO CLASS A ROOF SYSTEM--SUB QUO	\$148,032.00	LS		1			\$148,032		\$148,032	
MISC. METALS		SF								
CEMENTIOUS FIRE PROTECTION 1HR	\$1.50	SF		11,200			\$16,800		\$16,800	
										\$202,712
SIDING										
PENTHOUSE SIDING		INCL								
BID PACKAGE #7 - EXTERIOR DOORS										\$377,550
DOORS, FRAMES & HARDWARE										
EXTERIOR DOORS--SUBCONTRACTOR	\$27,550.00	LS		1			\$27,550		\$27,550	
										\$27,550
BID PACKAGE #8 - STOREFRONT, CURTAINWALL & GLAZING										
WINDOWS/ GLASS AND GLAZING										
STOREFRONTS-SUB QUOTE	\$350,000.00	LS		1			\$350,000		\$350,000	
CURTAIN WALL		INCL								
										\$350,000
BID PACKAGE #9 - EXTERIOR CURTAIN WALL FRAMING & SHAFT WALLS										
GAUGE FRAMING, SHAFT LINER										
CURTAIN WALL FURRING 6"-SUB QUOTE	\$301,325.00	LS		1			\$301,325		\$301,325	
PENTHOUSE FRAMING		INCL								
SHAFT LINER		INCL								
EXTERIOR WALL FURRING (COLUMNS)		INCL								
										\$301,325
BID PACKAGE #10 - LOADING DOCK EQUIPMENT										
LOADING DOCK EQUIPMENT										

Description	Unit Cost	Unit	Site Quantity	C&S Quantity	TI Quantity	Site Subtotal	C&S Subtotal	TI Subtotal	Total	Division Total
BID PACKAGE # 11 - ELEVATORS										
									\$199,175	
CONVEYING SYSTEMS										
ELEVATOR	\$198,500.00	LS		1			\$198,500		\$198,500	
ELEVATOR LADDER PITS	\$225.00	EA		3			\$675		\$675	
									\$199,175	
BID PACKAGE SUMMARY										
DIRECT COSTS										
						\$5,266,791			\$5,266,791	
LIABILITY INSURANCE			NIC							
ARCHITECT & ENGINEER FEE			NIC							
PERMITS & FEES			NIC							
FF&E			NIC							
SUBTOTAL						\$5,266,791			\$5,266,791	
TOTAL ESTIMATE						\$52.14 /sf			\$5,266,791	



PETRA

Project: Meridian City Hall-Phase III-Core & TI

Client: City of Meridian

Date: February 12, 2007

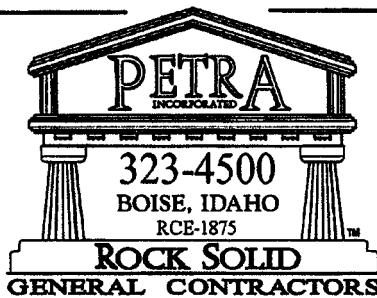
Building	101,008	SF	Site	29,960	SF
Building Levels:	4		Site Paving	0	SF
Building Foot Print	29,960	SF	Site Landscaping	0	SF
Building Construction:	CORE/TI		Site Concrete SOG	0	SF
Construction Duration:	8.00	Mths	Parking Structure	0	SF

	Unit		Site	C&S	TI	Site	C&S	TI		Division
Description	Cost	Unit	Quantity	Quantity	Quantity	Subtotal	Subtotal	Subtotal	Total	Total
									\$181,029	
SURVEY										
CONSTRUCTION STAKING	\$18,000.00	LS		1		\$0	\$18,000	\$0	\$18,000	
RESTAKING	\$4,000.00	LS		1		\$0	\$4,000	\$0	\$4,000	
									\$22,000	
CLEAN UP										
DAILY CLEAN UP	\$250.00	WKS		35		\$0	\$8,750	\$0	\$8,750	
FINAL CLEAN UP	\$0.02	SF		101,008		\$0	\$2,020	\$0	\$2,020	
									\$10,770	
TESTING & INSPECTION										
TESTING & INSPECTION	\$18,500.00	LS		1.0		\$0	\$18,500	\$0	\$18,500	
									\$18,500	
TEMPORARY UTILITIES										
TEMP. POWER INSTALLATION	\$2,500.00	LS		1.0		\$0	\$2,500	\$0	\$2,500	
TEMP. POWER USAGE	\$500.00	MTHS		8.0		\$0	\$4,000	\$0	\$4,000	
TEMP. WATER INSTALLATION	\$900.00	LS		1.0		\$0	\$900	\$0	\$900	
TEMP. WATER USAGE	\$150.00	MTHS		8.0		\$0	\$1,200	\$0	\$1,200	
									\$8,600	
MATERIALS & SUPPLIES										
SUPPLIES & POSTAGE	\$150.00	MTHS		8.0		\$0	\$1,200	\$0	\$1,200	
DRINKING WATER	\$50.00	MTHS		8.0		\$0	\$400	\$0	\$400	
PHOTOGRAPHS	\$80.00	MTHS		8.0		\$0	\$640	\$0	\$640	
SCHEDULE PLOTTING/PRINTING	\$40.00	MTHS		8.0		\$0	\$320	\$0	\$320	
PLAN REPRODUCTION	\$500.00	MTHS		8.0		\$0	\$4,000	\$0	\$4,000	
									\$6,560	
SAFETY										
SECURITY	\$500.00	MTHS		8.0		\$0	\$4,000	\$0	\$4,000	
SAFETY REVIEW CONSULTANT	\$750.00	MTHS		8.0		\$0	\$6,000	\$0	\$6,000	
SAFETY MATERIAL AND LABOR	\$0.10	SF		101,008.0		\$0	\$10,101	\$0	\$10,101	
SIGNAGE	\$800.00	LS		1.0		\$0	\$800	\$0	\$800	
									\$20,901	
PROTECTION										
PROTECT FINISH WORK	\$0.01	SF		101,008.0		\$0	\$1,010	\$0	\$1,010	
STORAGE CONTAINERS	\$150.00	MTHS		8.0		\$0	\$1,200	\$0	\$1,200	
WEATHER PROTECTION & HEATING	\$10,000.00	MTHS		4.0		\$0	\$40,000	\$0	\$40,000	
TEMP. FENCE	\$4,000.00	LS		1.0		\$0	\$4,000	\$0	\$4,000	
									\$46,210	
MAINTENANCE/OPERATION										
PROJECT OFFICE	\$438.00	MTHS		8		\$0	\$3,488	\$0	\$3,488	
TOILETS	\$575.00	MTHS		8.0		\$0	\$4,600	\$0	\$4,600	
TEMP. LIGHTING	\$2,500.00	LS		1.0		\$0	\$2,500	\$0	\$2,500	
TRAFFIC CONTROL	\$6,500.00	LS		1.0		\$0	\$6,500	\$0	\$6,500	
DEWATERING OPERATION						\$0	\$0	\$0	\$0	
HOISTING/CRANING/OFF LOADING	\$5,000.00	LS		1.0		\$0	\$5,000	\$0	\$5,000	
TRASH BIN	\$1,500.00	MTHS		8.0		\$0	\$12,000	\$0	\$12,000	
STREET CLEANING	\$425.00	MTHS		8.0		\$0	\$3,400	\$0	\$3,400	
DUST CONTROL	\$750.00	MTHS		8.0		\$0	\$6,000	\$0	\$6,000	
EROSION & SEDIMENT CONTROL (MAIN	\$500.00	MTHS		8.0		\$0	\$4,000	\$0	\$4,000	
									\$47,488	

Description	Unit	Cost	Unit	Site	Quantity	C&S	Quantity	TI	Quantity	Site	Subtotal	C&S	Subtotal	TI	Subtotal	Total	Division	Total
BID PACKAGE #1 - HANDRAIL & MISC ARCHITECTURAL METALS																		
																		\$49,689
ARCHITECTURAL STEEL																		
HANDRAILS & GUARDRAILS		\$135.00	LF				215			\$0		\$29,025		\$0		\$29,025		
AWNINGS EXTERIOR		\$1.50	LBS				13,776			\$0		\$20,664		\$0		\$20,664		
																		\$49,689
BID PACKAGE #2 - GENERAL CARPENTRY																		
																		\$130,556
ROUGH CARPENTRY																		
										\$0		\$0		\$0		\$0		\$0
																		\$0
BID PACKAGE #3 - MILLWORK & CABINETRY																		
FINISH CARPENTRY																		
CABINETRY - SUBCONTRACTOR QUOTE		\$130,556.00	LS				1			\$0		\$130,556		\$0		\$130,556		\$130,556
																		\$130,556
BID PACKAGE #4 - INSULATION																		
INSULATION																		
R-11 SOUND BATT		\$0.50	SF				71,598			\$0		\$35,799		\$0		\$35,799		\$35,799
																		\$35,799
BID PACKAGE #5 - CAULKING																		
CAULKING																		
CAULKING		\$8,000.00	LS				1			\$0		\$8,000		\$0		\$8,000		\$8,000
																		\$8,000
BID PACKAGE #6 - INTERIOR DOORS, FRAMES & HARDWARE																		
DOORS, FRAMES & HARDWARE																		
ALL INTERIOR DOORS - SUBCONT QUOTE		\$155,650.00	LS				1					\$155,650		\$0		\$155,650		\$155,650
																		\$155,650
BID PACKAGE #7 - SECTIONAL & COILING OVERHEAD DOORS																		
SECTIONAL & COILING DOORS																		
										\$0		\$0		\$0		\$0		\$0
																		\$0
BID PACKAGE #8 - GYPSUM WALL SYSTEMS & ACOUSTICAL TILE CEILINGS																		
FRAMING & DRYWALL																		
GYPSUM WALLS & CEILINGS SUB QUOTE		\$461,400.00	LS				1			\$0		\$461,400		\$0		\$461,400		
ACOUSTICAL CEILING SYSTEMS																		
AC TILE CEILING SUB QUOTE		\$130,800.00	LS				1			\$0		\$130,800		\$0		\$130,800		
																		\$592,200
BID PACKAGE #9 - CERAMIC TILE WALL/FLOOR & GRANITE COUNTERTOPS																		
CERAMIC TILE FLOORS & WALLS/GRANITE TOPS																		
CERAMIC FLOOR TILE		\$10.00	SF				1,680			\$0		\$16,800		\$0		\$16,800		
CERAMIC WALL TILE		\$12.00	SF				4,080			\$0		\$48,960		\$0		\$48,960		
GRANITE COUNTER TOPS		\$65.00	SF				560			\$0		\$36,400		\$0		\$36,400		
																		\$102,160

Description	Unit	Site	C&S	TI	Site	C&S	TI	Division
Cost	Unit	Quantity	Quantity	Quantity	Subtotal	Subtotal	Subtotal	Total
BID PACKAGE # 10- FLOOR COVERINGS								
FLOOR COVERINGS								
FLOOR COVERINGS- SUB QUOTE	\$302,922.00	LS		1	\$0	\$302,922	\$0	\$302,922
								\$302,922
BID PACKAGE # 11- PAINTING & WALL COVERINGS								
PAINT & WALL COVERING								
INTERIOR WALLS	\$0.50	SF		135,248	\$0	\$67,624	\$0	\$67,624
INTERIOR CEILINGS	\$0.50	SF		2,522	\$0	\$1,261	\$0	\$1,261
HM DOORS & FRAMES	\$55.00	EA		137	\$0	\$7,535	\$0	\$7,535
MISC TRIM	\$1.55	LF		1,500	\$0	\$2,325	\$0	\$2,325
								\$78,745
BID PACKAGE # 12- RESTROOM ACCESSORIES, FIRE EXTINGUISHERS								
SPECIALTIES								
TOILET PARTITIONS	\$9,975.00	LS		1	\$0	\$9,975	\$0	\$9,975
TOILET ACCESSORIES	\$625.00	EA		10	\$0	\$6,250	\$0	\$6,250
FIRE EXTINGUISHERS	\$150.00	EA		36	\$0	\$5,400	\$0	\$5,400
					\$0	\$0	\$0	\$0
								\$21,625
BID PACKAGE # 13- LOCKERS								
LOCKERS								
LOCKERS	\$25,000.00	LS		1	\$0	\$25,000	\$0	\$25,000
								\$25,000
BID PACKAGE # 14- ACCESS FLOORINGS & OPERABLE WALL SYSTEM								
ACCESS FLOORING								
ACCESS FLOORING SUB QUOTE	\$739,518.00	LS		1	\$0	\$739,518	\$0	\$739,518
								\$739,518
BID PACKAGE # 15- WINDOW COVERINGS								
WINDOW COVERINGS								
PETRA BUDGET	\$100.00	EA		161	\$0	\$16,100	\$0	\$16,100
								\$16,100
BID PACKAGE # 16- OPERABLE PARTITIONS								
OPERABLE PARTITIONS								
OPERABLE WALL PARTITION SUB QUOT	\$15,600.00	LS		1	\$0	\$15,600	\$0	\$15,600
								\$15,600
BID PACKAGE # 17- AUDIO VISUAL SYSTEMS								
AUDIO VISUAL								
BID PACKAGE # 18- FIRE SUPPRESSION SYSTEMS								
FIRE PROTECTION								
SUBCONTRACTOR QUOTE	\$305,000.00	LS		1	\$0	\$305,000	\$0	\$305,000
					\$0	\$0	\$0	\$0
								\$305,000
BID PACKAGE # 19- PLUMBING SYSTEMS								
PLUMBING								
PLUMBING QUOTE	\$387,000.00	LS		1	\$0	\$387,000	\$0	\$387,000
WET SIDE MECHANICAL QUOTE	\$895,000.00	LS		1	\$0	\$895,000	\$0	\$895,000
								\$1,282,000

	Unit		Site	C&S	TI	Site	C&S	TI		Division
Description	Cost	Unit	Quantity	Quantity	Quantity	Subtotal	Subtotal	Subtotal	Total	Total
BID PACKAGE # 20 - HVAC SYSTEMS										
HVAC										
SUBCONTRACTOR QUOTE	\$2,350,000	LS			1	\$0	\$2,350,000	\$0	\$2,350,000	
						\$0	\$0	\$0	\$0	\$2,350,000
BID PACKAGE # 21 - ELECTRICAL SYSTEMS										
ELECTRICAL										\$2,323,349
BUILDING ELECTRICAL -- QUOTE	\$2,275,078	LS			1	\$0	\$2,275,078	\$0	\$2,275,078	
EMERGENCY POWER SYSTEM --QUOTE	\$48,271.00	LS			1	\$0	\$48,271	\$0	\$48,271	
										\$2,323,349
DIRECT COSTS									\$8,714,942	
LIABILITY INSURANCE									\$0	
ARCHITECT & ENGINEER FEE									\$0	
PERMITS & FEES									\$0	
FF&E									\$0	
SUBTOTAL									\$8,714,942	
TOTAL ESTIMATE							\$86.28 /sf		\$8,714,942	



TRANSMITTAL
No. 00039

9056 W. BLACKEAGLE DR. • BOISE, ID 83709 • PHONE: (208) 323-4500 • FAX: (208) 323-4507

PROJECT: Meridian City Hall

DATE: 2/23/2007

TO: City of Meridian
33 E Idaho Avenue

REF: Documents

Meridian, ID 83642

PHONE: 888.4433

FAX: 887.4813

ATTN: Keith Watts

CELL: 631.6469

WE ARE SENDING:	SUBMITTED FOR:	ACTION TAKEN:
<input type="checkbox"/> Shop Drawings	<input type="checkbox"/> Approval	<input type="checkbox"/> Approved as Submitted
<input checked="" type="checkbox"/> Letter	<input checked="" type="checkbox"/> Your Use	<input type="checkbox"/> Approved as Noted
<input type="checkbox"/> Prints	<input type="checkbox"/> As Requested	<input type="checkbox"/> Returned After Loan
<input type="checkbox"/> Change Order	<input checked="" type="checkbox"/> Review and Comment	<input type="checkbox"/> Resubmit
<input type="checkbox"/> Plans		<input type="checkbox"/> Submit
<input type="checkbox"/> Samples	SENT VIA:	<input type="checkbox"/> Returned
<input type="checkbox"/> Specifications	<input checked="" type="checkbox"/> Attached	<input type="checkbox"/> Returned for Corrections
<input type="checkbox"/> Other:	<input type="checkbox"/> Separate Cover Via: Hand Delivery	<input type="checkbox"/> Due Date:

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
	6	2/20/2007				Meeting Minutes from Weekly Production Progress Meeting	NA
2	6	2/21/2007				E-Mail Memo to Brad Watson Soil Contamination Recommendation	NA
3	6	2/23/2007				Updated Project Budget Summary and Support Worksheet	NA

Remarks: Keith: The enclosed documents are for distribution to the holders of the three ring project binders.

CC: File

Signed: 

Wes Bettis

Expedition ®

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003336M000788

Meridian City HallMeridian, Idaho
February 12, 2006

Fixtures and Equipment		Budget	20% Estimate 1/15/07	60% Estimate 2/12/07	60% Estimate 2/23/07
1	Fixtures & Equipment				
2	Demountable Walls (Options to \$1.163 Million)			\$465,910	\$465,910

Soft Costs		Budget	20% Estimate 1/15/07	60% Estimate 2/12/07	60% Estimate 2/23/07
1	City Fees - Preapplication Meeting				
2	City Fees - Conditional Use				
3	City Fees - Plan Check				
4	City Fees - Bldg Permit				
5	City Fees - Water & Sewer Connection				
6	City Fees - Outside/Specialty Consultant Plan Ck				
7	ACHD Impact Fees				
8	Local Fire Department Review				
9	DEQ Plan Review				
10	Idaho Power				
11	Union Pacific				
12	Advertisement for Bids				
13	Soil and Geotechnical Report				
14	Survey Work (Design)				
15	Bid Document Costs - Reproduction & Postage				
16	Bond Counsel				
17	Bond Rating (Bond Issuance Cost)				
18	Fiscal Agent				
19	Architectural Programing / Schematic Design				
20	Architectural Design Development-Const. Administration				
21	Architectural Reimbursables				
22	Specialty Consultant-Commissioning Engineer				
23	Specialty Consultant-Traffic Study				
24	Specialty Consultant-Misc.				
25	Legal Counsel				
26	Insurance Costs-Builders Risk				
27	Contingency for Soft Costs				
Total Soft Costs					

Construction Mgmt & Site Acquisition Cost		Budget	20% Estimate 1/15/07	60% Estimate 2/12/07	60% Estimate 2/23/07
1	Bid Phase I - Asbestos & Demolition		\$426,357	\$426,357	\$426,357
2	Reimbursables - Construction		\$279,812	\$279,812	\$279,812
3	Construction Management Fee		\$574,000	\$574,000	\$574,000
Total CM & Site Acquisition Cost			\$1,319,266	\$1,319,294	\$1,319,305

Construction Costs		Budget	20% Estimate 1/15/07	60% Estimate 2/12/07	60% Estimate 2/23/07
1	Bid Phase II - Core & Shell		\$6,190,571	\$5,266,791	\$5,266,791
2	Bid Phase III - MEP's & Tenant Improvement		\$7,196,480	\$8,714,942	\$8,714,942
3	Bid Phase IV - Site & Plaza		\$1,388,109	\$1,500,000	\$1,750,000
4	Construction Contingency 5%		\$700,000	\$772,300	\$772,300
Value Engineering					-\$812,353
Total Construction Cost		\$12,200,000	\$15,475,160	\$16,254,033	\$15,691,680

Bid Alternates:

Delete Finishes in Unassigned Areas ~14,122 SF

-\$141,220

Delete Access Floor in Unassigned Areas ~ 14,122 SF

-\$70,610

Delete Electrical Distribution in Unassigned Areas

-\$43,000

Delete Basement

-\$1,000,000

Delete South Wing

-\$800,000

TOTAL PROJECT COSTS					
Total Project Cost		\$0	\$0	\$0	\$0

MERIDIAN CITY HALL
BUDGET OPTIONS WORKSHEET

FEBRUARY 22, 2007

Design Clarification & Other Savings

Estimated Mechanical Savings Wet & Dry
Estimated Electrical Savings to Base Contract

Net Savings

\$ 400,000
\$ 50,000

Alternate Access Floor Supplier
Subtotal Estimated Savings

\$ 362,353
\$ 812,353

Other Savings Options

Unassigned Areas ~14,122 SF

Delete Finishes in Unassigned Areas @ \$10/SF
Delete Access Floor in Unassigned Areas @\$ 5/SF
Delete Electrical Distribution in Unassigned Areas
Subtotal

\$ 141,220
\$ 70,610
\$ 43,000
\$ 254,830

Delete Basement

Construction Dewatering
Excavation
Structural Concrete
Steel
Slab on Deck
Plumbing
HVAC
Fire Sprinkler
Electrical
Total Delete Basement

\$ 50,000
\$ 80,000
\$ 120,000
\$ 250,000
\$ 150,000
\$ 60,000
\$ 130,000
\$ 60,000
\$ 100,000
\$ 1,000,000

Delete South Wing 4206 SF per Level

Concrete
Steel
Curtain Wall Framing
Masonry (Less Add for Main wing)
Glazing & Storefront
Access Floor
Finishes @ \$10/SF
Mechanical
Electrical
Additional Parking--Allow
Subtotal Estimated Savings

\$ 67,992
\$ 113,571
\$ 19,000
\$ 85,563
\$ 29,148
\$ 42,060
\$ 84,120
\$ 239,742
\$ 189,438
\$ (70,634)
\$ 800,000

Meridian City HallMeridian, Idaho
January 15, 2007

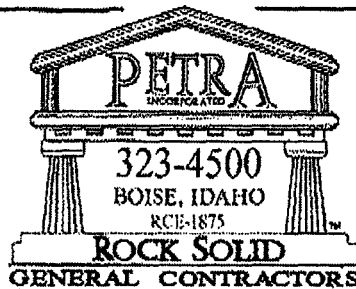
Fixtures and Equipment		Budget	20% Estimate
1	Fixtures & Equipment		105,000

Soft Costs		Budget	20% Estimate
1	City Fees - Preapplication Meeting		
2	City Fees - Conditional Use		
3	City Fees - Plan Check		
4	City Fees - Bldg Permit		
5	City Fees - Water & Sewer Connection		
6	City Fees - Outside/Specialty Consultant Plan Ck		
7	ACHD Impact Fees		
8	Local Fire Department Review		
9	DEQ Plan Review		
10	Idaho Power		
11	Union Pacific		
12	Advertisement for Bids		
13	Soil and Geotechnical Report		
14	Survey Work (Design)		
15	Bid Document Costs - Reproduction & Postage		
16	Bond Counsel		
17	Bond Rating (Bond Issuance Cost)		
18	Fiscal Agent		
19	Architectural Programing / Schematic Design		
20	Architecural Design Development-Const. Administration		
21	Architectural Reimbursables		
22	Specialty Consultant-Commissioning Engineer		
23	Specialty Consultant-Traffic Study		
24	Specialty Consultant-Misc.		
25	Legal Counsel		
26	Insurance Costs-Builders Risk		
27	Contingency for Soft Costs		
	Total Soft Costs		

Construction Mgmt & Site Acquisition Cost		Budget	20% Estimate
1	Bid Phase I - Asbestos & Demolition		\$426,357
2	Reimbursables - Construction		\$279,812
3	Construction Management Fee		\$574,000
	Total CM & Site Acquisition Cost		\$1,319,266

Construction Costs		Budget	20% Estimate
1	Bid Phase II - Core & Shell		\$6,190,571
2	Bid Phase III - MEP's & Tenant Improvement		\$7,196,480
3	Bid Phase IV - Site & Plaza		\$1,388,109
4	Construction Contingency 5%		\$700,000
	Total Construction Cost	\$12,200,000	\$15,475,160

TOTAL PROJECT COSTS			
	Total Project Cost		



TRANSMITTAL
No. 00013

9056 W. BLACKEAGLE DR. • BOISE, ID 83709 • PHONE: (208) 323-4500 • FAX: (208) 323-4507

PROJECT: Meridian City Hall

DATE: 1/22/2007

TO: City of Meridian
33 E Idaho Avenue

REF: Conceptual Budget

Meridian, ID 83642

PHONE: 888.4433

FAX: 887.4813

ATTN: Keith Watts

CELL: 631.6469

WE ARE SENDING:	SUBMITTED FOR:	ACTION TAKEN:
<input type="checkbox"/> Shop Drawings	<input type="checkbox"/> Approval	<input type="checkbox"/> Approved as Submitted
<input checked="" type="checkbox"/> Letter	<input checked="" type="checkbox"/> Your Use	<input type="checkbox"/> Approved as Noted
<input type="checkbox"/> Prints	<input type="checkbox"/> As Requested	<input type="checkbox"/> Returned After Loan
<input type="checkbox"/> Change Order	<input type="checkbox"/> Review and Comment	<input type="checkbox"/> Resubmit
<input type="checkbox"/> Plans		<input type="checkbox"/> Submit
<input type="checkbox"/> Samples	SENT VIA:	<input type="checkbox"/> Returned
<input type="checkbox"/> Specifications	<input type="checkbox"/> Attached	<input type="checkbox"/> Returned for Corrections
<input type="checkbox"/> Other:	<input checked="" type="checkbox"/> Separate Cover Via: Hand Delivered	<input type="checkbox"/> Due Date:

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	8	1/22/2007				Conceptual Budget (20%) Single Page	NEW

Remarks: Keith:

This transmittal is in follow-up to note the single page conceptual budget distributed at the Mayor's Building Committee meeting this morning.

CC: File

Signed:

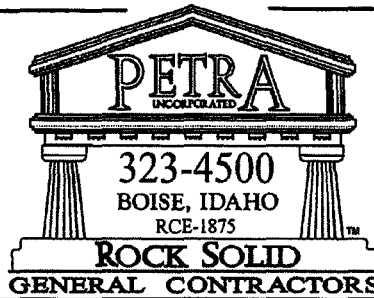
Wes Bettis

Expedition 40

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003337

CM018483



TRANSMITTAL
No. 00346

1097 N. ROSARIO STREET • MERIDIAN, ID 83642 • PHONE: (208) 323-4500 • FAX: (208) 323-4507

PROJECT: Meridian City Hall

DATE: 7/27/2007

TO: City of Meridian
33 E Idaho Avenue

REF: Phase III Bid Results

Meridian, ID 83642

PHONE: 888.4433

FAX: 887.4813

ATTN: Keith Watts

CELL: 631.6469

WE ARE SENDING:	SUBMITTED FOR:	ACTION TAKEN:
<input type="checkbox"/> Shop Drawings	<input type="checkbox"/> Approval	<input type="checkbox"/> Approved as Submitted
<input checked="" type="checkbox"/> Letter	<input checked="" type="checkbox"/> Your Use	<input type="checkbox"/> Approved as Noted
<input type="checkbox"/> Prints	<input checked="" type="checkbox"/> As Requested	<input type="checkbox"/> Returned After Loan
<input type="checkbox"/> Change Order	<input type="checkbox"/> Review and Comment	<input type="checkbox"/> Resubmit
<input type="checkbox"/> Plans		<input type="checkbox"/> Submit
<input type="checkbox"/> Samples	SENT VIA:	<input type="checkbox"/> Returned
<input type="checkbox"/> Specifications	<input checked="" type="checkbox"/> Attached	<input type="checkbox"/> Returned for Corrections
<input checked="" type="checkbox"/> Other: CD	<input type="checkbox"/> Separate Cover Via: Hand Delivered	<input type="checkbox"/> Due Date:

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
	1	7/26/2007				CD with Phase III Bid Summary and Budget Updates through 07-26-07.	NA
2	1	7/25/2007				Seal Co Caulking Bid for Bid Package 5.	NA
3	1	7/26/2007				Letter to Candace Cotner, ABC Sanitation	NA
4	1	7/26/2007				Letter to Lois Taylor, Aatronics, Inc.	NA
5	1	7/26/2007				Letter to Jeffrey Kezar, The Security Group	NA
6	1	7/26/2007				Letter to May Semmler, Data Cabling Services	NA
7	1	7/26/2007				Eight (8) original bid package responses with bid surety, returned after copies were made, from bids received on 07-26-07.	NA

*filed
KW*

Remarks:

CC: File

Signed:

Wes Bettis

Expedition®

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003338M000725



Meridian City Hall

Meridian, Idaho

9-Apr-07

RECEIVED

APR - 9 2007



City of Meridian City Clerk Office		Phase II Bids 4/3/2007
Fixtures and Equipment		
1	Fixtures & Equipment	
2	Demountable Walls (Options to \$1.163 Million)	\$465,910
Soft Costs		Phase II Bids 4/3/2007
1	City Fees - Preapplication Meeting	
2	City Fees - Conditional Use	
3	City Fees - Plan Check	
4	City Fees - Bldg Permit	
5	City Fees - Water & Sewer Connection	
6	City Fees - Outside/Specialty Consultant Plan Ck	
7	ACHD Impact Fees	
8	Local Fire Department Review	
9	DEQ Plan Review	
10	Idaho Power	
11	Union Pacific	
12	Advertisement for Bids	
13	Soil and Geotechnical Report	
14	Survey Work (Design)	
15	Bid Document Costs - Reproduction & Postage	
16	Bond Counsel	
17	Bond Rating (Bond Issuance Cost)	
18	Fiscal Agent	
19	Architectural Programing / Schematic Design	
20	Architecural Design Development-Const. Administration	
21	Architectural Reimbursables	
22	Specialty Consultant-Commissioning Engineer	
23	Specialty Consultant-Traffic Study	
24	Specialty Consultant-Misc.	
25	Legal Counsel	
26	Insurance Costs-Builders Risk	
27	Contingency for Soft Costs	
	Total Soft Costs	
Construction Mgmt & Site Acquisition Cost		Phase II Bids 4/3/2007
1	Bid Phase I - Asbestos & Demolition	\$426,357
2	Contaminated Soil Abatement (NTE) 3,500 CY Est	\$290,500
3	Reimbursables - Construction	\$279,812
4	Construction Management Fee	\$574,000
	Total CM & Site Acquisition Cost	\$1,570,669
Construction Costs		Phase II Bids 4/3/2007
1	Bid Phase II - Core & Shell	\$5,836,369
2	Bid Phase III - MEP's & Tenant Improvement	\$8,714,942
3	Bid Phase IV - Site & Plaza	\$1,500,000
4	Construction Contingency 5%	\$802,566
	Value Engineering	-\$800,000
	Total Construction Cost	\$16,053,877
	Bid Alternates:	
	Delete Basement	-\$1,000,000
	Delete South Wing	-\$800,000
	Raise Building by ~ 4-0	-\$300,000
TOTAL PROJECT COSTS		
Total Project Cost w/FFE, before Alternates		\$0 \$0 \$18,090,456

Z:\ESTIMATES & PROPOSALS\2006\Wes\Meridian City Hall\Proiect Summary 04-03-07 Presentation

003339

CM020534

MERIDIAN CITY HALL



MONTHLY REPORT
FEBRUARY, 2008

EXHIBIT

41

COUNCIL MTG 2/12

003340

PETRA94197



Meridian City Hall

Meridian, Idaho
January 31, 2008



INCLUDED IN BUDGETS		Current Budget January 31, 2008
1		
2		
3	Phase I - Building Demolition & Abatement	
4	Creamery Demolition & Abatement	\$426,357
5		
6	Total Phase I - Building Demolition & Abatement	\$426,357
7		
8	Phase II - Core & Shell	
9	Sitework & Utilities	\$610,314
10	Structural Concrete	\$655,595
11	Masonry	\$1,584,760
12	Structural Steel	\$1,847,000
13	Rough Carpentry	\$0
14	Insulation & Dampproofing	\$67,182
15	Roofing & Sheetmetal	\$182,990
16	Exterior Doors	\$7,820
17	Storefronts & Curtainwall	\$295,321
18	Shaftwall Framing & Drywall	\$363,287
19	Elevator	\$222,100
20	Total Phase II - Core & Shell	\$5,836,369
21		
22	Phase III - TI/MEP	
23	Architectural Metalworks	\$73,265
24	Carpentry-Framing, Backing	\$112,000
25	Cabinetry & Casework	\$464,000
26	Insulation & Dampproofing	\$22,388
27	Interior Doors	\$277,230
28	Interior Storefront	\$68,678
29	Coiling Overhead Doors/Screens	\$5,590
30	Interior Gypsum Drywall Systems	\$1,038,550
31	Ceramic Tile	\$110,953
32	Resilient Flooring	\$182,354
33	Paint & Wallcoverings	\$151,275
34	Specialties	\$110,000
35	Operable Partitions	\$20,840
36	Access Flooring	\$528,800
37	Window Coverings	\$11,900
38	Fire Suppression Systems	\$412,879
39	Plumbing	\$953,385
40	HVAC	\$2,060,000
41	Electrical	\$2,749,895
42	Total Phase III - TI/MEP	\$9,353,982
43		
44	Phase IV - Plaza, Landscaping & Site Improvements	
45	Sitework & Utilities	
46	AC Paving	
47	Concrete Paving	
48	Landscaping	
49	Structural Concrete	
50	Masonry	
51	Steel Fabrications	
52	Framing Carpentry	
53	Roofing, Insulation & Waterproofing	
54	Doors, Frames & Hardware	
55	Interior Walls & Painting	
56	Specialties	
57	Mechanical	
58	Electrical	
59	Total Phase IV - Plaza, Landscaping & Site Improvements - Total	\$2,200,000
	Total Phase IV - Plaza, Landscaping & Site Improvements - With Deductive Alternates	

60				
61	FF&E			
62	Demountable Walls (Options to \$1.163 Million)		\$0	
63	Audio Visual Systems		\$204,379	
64	Telecommunication Systems		\$219,000	
65	Security Systems		84,695	
66	Phone Service & Equipment Provider		-	
67	Interior Signage Package Allowance		25,000	
68	Total FF&E		\$533,074	
69				
70	General Conditions & Fees			
71	Project Reimbursable Cost Allowances		\$279,612	
72	Phase II General Conditions		\$181,029	
73	Phase III General Conditions		\$181,029	
74	Construction Contingency Balance		\$500,000	
75	Winter Conditions Allowance		\$200,000	
76	Estimated LEED Certification Costs for Silver		\$205,000	
77	Estimated Value Engineering Allowance		\$0	
78	Contract CM Fee		\$626,502	
79	CM Fee Pending Change Order Change in Scope & Complexity		\$376,808	
80	Total General Conditions & Fee		\$2,550,180	
81	Total Project Direct Costs		\$20,899,962	
82				
83	Project Site Costs			
84	Contaminated Soils Removal		\$493,590	
85	Unsuitable Soils Removal and Structural Fill for Contm & Unsuit.		\$379,526	
86	Total Project Site Costs		\$873,116	
87				
88	Building Construction Budget w/Site Development Costs		\$21,773,078	
89	Less Creamery Demolition & Abatement		\$426,357	
90	Less Contaminated and Unsuitable Soils Removal		\$873,116	
91	Current Building Construction Budget		\$20,473,605	



Meridian City Hall
Meridian, Idaho
28-Aug-07



INCLUDED IN BUDGETS		Conceptual Budget	20% Estimate	60% Estimate	Phase II Bid	Phase III Bid	Phase III Bid	Phase III Bid
		June 30, 2006	January 15, 2007	February 12, 2007	4/3/2007	7/12/2007	7/20/2007	8/28/2007
1	Conceptual Budget 80,000 SF @ \$152.50/SF	\$12,200,000						
2								
3	Phase I ~ Building Demolition & Abatement							
4	Demolition & Abatement of Creamery Structures	Inc'd	\$426,357	\$426,357	\$426,357	\$426,357	\$426,357	\$426,357
5	Contaminated Soils Abatement						\$422,000	\$0
6	Total Phase I ~ Building Demolition & Abatement		\$426,357	\$426,357	\$426,357	\$426,357	\$848,357	\$426,357
7								
8	Phase II ~ Core & Shell							
9	Sitework & Utilities		\$387,126	\$387,127	\$610,314	\$610,314	\$610,314	\$610,314
10	Structural Concrete		\$804,415	\$804,415	\$655,595	\$655,595	\$655,595	\$655,595
11	Masonry		\$2,017,385	\$1,665,429	\$1,584,760	\$1,584,760	\$1,584,760	\$1,584,760
12	Structural Steel		\$1,416,690	\$1,363,718	\$1,847,000	\$1,847,000	\$1,847,000	\$1,847,000
13	Rough Carpentry		\$93,401	\$12,121	\$0	\$0	\$0	\$0
14	Insulation & Dampproofing		\$53,424	\$53,424	\$67,182	\$67,182	\$67,182	\$67,182
15	Roofing & Sheetmetal		\$378,003	\$169,510	\$182,990	\$182,990	\$182,990	\$182,990
16	Exterior Doors		\$39,900	\$27,550	\$7,820	\$7,820	\$7,820	\$7,820
17	Storefronts & Curtainwall		\$329,128	\$329,128	\$295,321	\$295,321	\$295,321	\$295,321
18	Sheffield Framing & Drywall		\$297,694	\$297,694	\$363,287	\$363,287	\$363,287	\$363,287
19	Elevator		\$156,675	\$156,675	\$222,100	\$222,100	\$222,100	\$222,100
20	Total Phase II ~ Core & Shell		\$5,373,841	\$5,286,781	\$5,836,369	\$5,836,369	\$5,836,369	\$5,836,369
21								
22	Phase III ~ T/MEP							
23	Architectural Metalworks		\$4,725	\$49,689	\$49,689	\$73,265	\$73,265	\$73,265
24	Carpentry-Framing, Backing		\$0	\$0	\$0	\$112,000	\$112,000	\$112,000
25	Cabinetry & Casework		\$121,070	\$166,756	\$166,956	\$464,000	\$464,000	\$464,000
26	Insulation & Dampproofing		\$35,799	\$43,799	\$43,799	\$0	\$22,388	\$22,388
27	Interior Doors		\$123,300	\$155,650	\$155,650	\$277,230	\$277,230	\$277,230
28	Interior Storefront		\$0	\$0	\$0	\$68,678	\$68,678	\$68,678
29	Coiling Overhead Doors/Screens		\$0	\$0	\$0	\$5,590	\$5,590	\$5,590
30	Interior Gypsum Drywall Systems		\$506,771	\$592,200	\$592,200	\$1,038,550	\$1,038,550	\$1,038,550
31	Ceramic Tile		\$65,760	\$65,760	\$65,760	\$110,953	\$110,953	\$110,953
32	Resilient Flooring		\$205,530	\$302,922	\$302,922	\$182,354	\$182,354	\$182,354
33	Paint & Wallcoverings		\$80,185	\$125,370	\$125,370	\$151,275	\$151,275	\$151,275
34	Specialties		\$21,625	\$46,625	\$46,625	\$110,000	\$110,000	\$110,000
35	Operable Partitions		\$0	\$15,600	\$15,600	\$20,840	\$20,840	\$20,840
36	Access Flooring		\$467,253	\$739,518	\$739,518	\$528,800	\$528,800	\$528,800
37	Window Coverings		\$0	\$16,100	\$16,100	\$11,900	\$11,900	\$11,900
38	Fire Suppression Systems		\$308,074	\$1,451,604	\$451,757	\$412,879	\$412,879	\$412,879
39	Plumbing		\$538,373	\$470,000	\$1,282,000	\$953,385	\$953,385	\$953,385
40	HVAC		\$2,251,468	\$2,150,000	\$2,350,000	\$2,080,000	\$2,080,000	\$2,080,000
41	Electrical		\$2,275,710	\$2,323,349	\$2,323,349	\$2,749,895	\$2,749,895	\$2,749,895
42	Total Phase III ~ T/MEP		\$7,005,649	\$6,714,842	\$8,727,285	\$9,331,594	\$8,363,982	\$8,363,982
43								
44	Phase IV ~ Plaza, Landscaping & Site Improvements							
45	Sitework & Utilities		\$290,227					
46	AC Paving		\$90,161					
47	Concrete Paving		\$311,914					
48	Landscaping		\$306,291					
49	Structural Concrete		\$6,709					
50	Masonry		\$9,776					
51	Steel Fabrications		\$25,920					
52	Framing Carpentry		\$52,800					
53	Roofing, Insulation & Waterproofing		\$11,722					
54	Doors, Frames & Hardware		\$1,500					
55	Interior Walls & Painting		\$5,169					
56	Specialties		\$4,650					
57	Mechanical		\$116,820					
58	Electrical		\$65,000					
59	Total Phase IV ~ Plaza, Landscaping & Site Improvements		\$1,288,658	\$1,500,000	\$1,500,000	\$1,500,000	\$1,500,000	\$1,500,000
60								
61	FF&E Provided By Others							
62	Demountable Walls (Options to \$1.163 Million)		\$0	\$465,910	\$465,910	\$0	\$0	\$0
63	Audio Visual Systems		\$0	\$0	\$0	\$215,500	\$205,776	\$205,776
64	Telecommunication Systems		\$0	\$0	\$0	\$225,000	\$219,000	\$219,000
65	Security Systems		\$0	\$0	\$0	\$165,000	\$165,000	\$165,000
66	Phone Service & Equipment Provider							
67	Interior Signage Package							25,000
68	Total FF&E		\$0	\$465,910	\$465,910	\$605,500	\$589,776	\$614,776
69								
70	General Conditions & Fees							
71	Project Reimbursable Cost Allowances		\$279,812	\$279,812	\$279,812	\$279,812	\$279,812	\$279,812
72	Phase II General Conditions		\$181,029	\$181,029	\$181,029	\$181,029	\$181,029	\$181,029
73	Phase III General Conditions		\$181,029	\$181,029	\$181,029	\$181,029	\$181,029	\$181,029
74	Construction Contingency Allowance		\$700,000	\$0	\$825,861	\$835,648	\$700,000	\$480,000
75	Estimated LEED Certification Costs for Silver		\$0	\$0	\$0	\$205,000	\$205,000	\$205,000
76	Estimated Value Engineering Allowance		\$0	\$0	-\$812,353	\$0	\$0	\$0
77	Contract CM Fee		\$574,000	\$574,000	\$574,000	\$574,000	\$574,000	\$574,000
78	CM Fee Contract Adjustment for Change in Project Scale						\$51,658	\$385,413
79	Total General Conditions & Fee		\$1,915,870	\$1,215,870	\$1,229,378	\$2,256,518	\$2,172,528	\$2,266,283
TOTAL PROJECT COSTS								
80	Total Project Direct Costs	\$12,200,000	\$16,620,370	\$17,589,870	\$18,185,309	\$19,956,338	\$20,301,012	\$19,997,787
	Potential Value Engineering Savings							\$632,416.00
								\$19,365,351

EXHIBIT

42



GENERAL CONTRACTORS & CONSTRUCTION MANAGEMENT

October 1, 2007

Mr. Will Berg, City Clerk
Mr. Keith Watts, Purchasing Agent
CITY OF MERIDIAN
33 E. Idaho St.
Meridian, ID

RE: Construction Management Fee Change Order Request No. 2

Gentlemen:

This letter is advance notice of the intent of Petra Incorporated to submit Change Order Request No. 2 for the Construction Management Fee, General Conditions and Reimbursable Management Expenses in accordance with the *Agreement Between the City of Meridian and Petra Incorporated*, the Construction Manager of Record for the New City Hall construction project. In particular as noted in Articles 6.2.2 (a), 6.2.2 (b) and 7 (b) relative to changes in project size, complexity and conditions.

The *Agreement Between the City of Meridian and Petra Incorporated* called for an 80,000 SF building valued at \$12.2 Million dollars for the purpose of setting the CM Fee and establishing the construction schedule. The completed design and bid results from the first three bid packages and the Architect's estimate for the fourth bid package, The Plaza, Landscaping and Parking now total approximately \$ 20,800,000 including the contaminated and unsuitable soils removal and replacement and additional CM Fee of \$ 637,284.00, for a 100,000 SF facility with full basement.

The original agreement included a CM Fee of 4.7%, plus reimbursable costs for project management personnel and the associated temporary facilities and miscellaneous expenses that go with the administration of an 80,000 SF, \$12.2 Million dollar project. The change in the project size and value has greatly increased the complexity of the project, including the amount of management time necessary to properly manage and control the construction of this facility.

The original contract allowed for a 1/3 time Project Engineer or 1,152 man hours at an estimated cost of \$52,877.00. Petra, Incorporated has provided a full time Project Engineer since the construction documents phase and see this involvement continuing at least ¾ time through the construction phase. Petra, Incorporated is only requesting an additional ten hours per month of Project Engineer time for 12 months at the contract rate of \$45.90 per man hour for a total of \$5,508.00.

H:\PROJECTS\2006\Wes\Meridian City Hall\Change Order Requests\CM Fee Contract Increase 10-01-07.doc

RFP No 1, Item #3

1097 N. ROSARIO ST. • MERIDIAN, ID 83642 • PHONE: (208) 323-4500 • FAX: (208) 323-4501

WWW.PETRAINC.NET
RCE-1875

EXHIBIT

43

003344

Petra92427

In addition, in accordance with the contract documents a CM FEE increase is warranted in keeping with the increased value and complexity of the project. The Fee calculation is estimated at:

\$20,800,000 @ 4.7% =	\$ 977,600.00
Less Contracted CM Fee	\$ 574,000.00
Less Contaminated Soils CM Fee	\$ 19,834.00
Net Additional Fee Requested	<u>\$ 383,766.00</u>

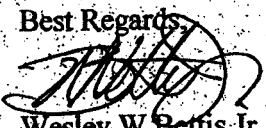
The total for CM Fee Change Order Request No. 2 could total:

Additional CM Fee	\$ 383,766.00
Additional Project Engineer Time	\$ 5,508.00
Total Change Order Request	<u>\$ 389,274.00</u>

This letter is preliminary notice, in accordance with the *Construction Management Agreement Between The City of Meridian, Idaho and Petra Incorporated*, of a pending Change Order Request. This request will be formalized once the final bid package has been completed and the bid results and scopes of work ratified by the Meridian City Council. A final contract value for the project will then be published and a final CM Fee calculated.

At the completion of the project any unused budget line items, construction contingency or other credits to the project value will be deducted from the project schedule of values, along with the associated reduction in the CM Fee relative to the revised contract total and a credit change order request forwarded for action by the City.

Best Regards,



Wesley W. Bettis Jr.
Construction Manager

c: Ted Baird City Attorney's Office
File

From: Tom Coughlin
Sent: Wednesday, December 17, 2008 08:26 PM
To: Keith Watts
CC: Gene Bennett; Debbie Gorski; Kathy Wanner
Subject: Outstanding Payment & Change Order Issues
Attachments: image001.gif

Keith

Are we going to be able to get the outstanding July and Oct payment issues resolved prior to your vacation? I really need to get some outstanding invoices paid.

What is the status of the Petra payment on the East Parking Lot?

Are in on schedule for the November payments by 12/26 with you being out for two weeks? Do you have any questions on this pay application?

Any feedback on the proposed Rule Steel settlement from you or the council? I would like to work on finalizing there change orders.

Any response from yourself or Ted on the Petra change order request?

Did the three change orders on the 12/16 council agenda get approved; Western CO#2, AAtronics CO#4 & ABS Ph2 #4?

Are the remaining change orders in your possession slated for the next council agenda? I would like to include this work in the Dec pay application. Kathy and I have discussed which ones you have and I have not heard any questions concerning them.

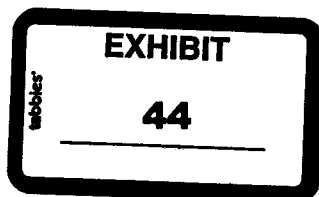
Does Ted B have a copy of the lien filed by Interior Specialties and can I discuss it with him?

Please let me know where we stand on each of these issues before you leave.

Thanks

Tom Coughlin

Tom Coughlin
Project Manager
PETRA, Inc.
1097 N Rosario St.
Meridian, ID 83642
P:208-323-4500
C:208-919-8583
F:208-323-4507
tcoughlin@petrainc.net
www.petrainc.net



From: Tom Coughlin
Sent: Thursday, October 30, 2008 08:50 AM
To: 'Keith Watts'
CC: Gene Bennett; Connie Creager
Subject: Payments & Change Orders- MCH
Attachments: image001.gif

Keith

What is the status on the balance of the payment for Sept?

How about the outstanding balance from July? Have you talked to Keith Bird or set something up for us to talk to him?

On the meeting with Ted to discuss the Petra change order were you going to coordinate a time on either 11/6 or 11/7 that you both could meet? Let Gene or myself know.

On the contractor change orders what is the schedule for getting the balance of the items you have on the agenda for approval? This is effecting payment to the contractors.

Please let me know.

Thanks

Tom

Tom Coughlin
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tcoughlin@petrainc.net
www.petrainc.net

From: Tom Coughlin
Sent: Friday, January 09, 2009 04:59 PM
To: kwatts@meridiancity.org
CC: Gene Bennett; Debbie Gorski
Subject: Payments - MCH
Attachments: image001.gif

Keith

Any update on Contractor payments for November and the Petra payments for October & November? Also the \$5,842 from July is still outstanding.

Are there any questions that still need to be addressed on the payments, including any in the December pay application.

Also when do you want reset a meeting to resolve the following outstanding issues:

Rule Steel Settlement for the time extension request and liquidated damages

Petra CO#2 request.

Any questions you might have with the outstanding Contractor Changes that are currently pending city council approval

Let me know when you want to sit down to discuss these issues.

Thanks
Tom Coughlin

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Meridian, ID 83642
P:208-323-4500
C:208-919-8583
F:208-323-4507
tcoughlin@petrainc.net
www.petrainc.net

From: Tom Coughlin
Sent: Thursday, January 22, 2009 09:37 AM
To: Keith Watts
CC: Gene Bennett; Debbie Gorski; Jack Vaughan
Subject: Outstanding Items - MCH
Attachments: image001.gif

Keith

Got to keep asking you about these items. I want to get as much wrapped up and completed prior to 1/31. I will be gone for 2.5 weeks starting on the 1/31, not back until 2/18.

ASI-167 Glass Divider at the Clerks Office - Which option does the city want to pursue?
Extra Signs - Do you want to pursue changing the Dept requested signs and the hallway signs with the color changes?
Rule Steel Settlement?
Petra East Parking Lot Contract & Fee Amount?
Petra Change Order #2
July 08 Pay Application - Outstanding balance of \$ 5,842
October 08 Pay Application - MCH Building & Plaza - Outstanding Balance of \$85,667.29. The response your questions dated 1/12/09 was sent on 1/14/09.
November 08 Pay Application - MCH Building & Plaza - Outstanding balance of \$ 44,977.93
November 08 Pay Application - MCH East Parking Lot - Outstanding balance of \$ 18,317.90
December 08 Pay Application - MCH Building & Plaza - Outstanding balance of \$ 23,924.47 plus Contractor Payments due next week.
December 08 Pay Application - MCH East Parking Lot - Outstanding balance of \$ 13,187.71 plus Contractor Payments due next week.
Retainage Release - Can we proceed with a retainage billing based on the list of contractors and amounts submitted to you on 1/12/09. Unless I hear other wise by 1/24 we will proceed based on the list submitted.
Any other Changes - Does the city wish to proceed with any of the other wish list/change items - Insulating the exhaust fan duct above the 3rd floor ceiling, T-Stat relocation, others?

Note: We are getting a considerable number of calls concerning lack of payment including some comments about filing liens. Also we will be getting late charges that we will be passing on.

Please let me know what you can about each item.

Thanks
Tom Coughlin

Tom Coughlin
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C:208-919-8583
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tcoughlin@petrainc.net
www.petrainc.net

From: Tom Coughlin
Sent: Monday, November 03, 2008 08:34 AM
To: 'Keith Watts'
CC: Gene Bennett; Connie Creager
Subject: FW: Payments & Change Orders- MCH
Attachments: image001.gif

Keith

On the payments what can you tell me? Can we pick up the checks for Sept today? It would help with payments to vendors. On the outstanding balance from July what do we need to do to resolve this? If any questions remain on the why the work by Western was done we need to know what they are. Do we need to sit down and discuss this? Please let me know on these items, we need to get this wrapped up.

On the discussion for the Petra CO have you finalized a date and time to sit down with yourself and Ted B to review? This is another item we need to get wrapped up.

Thanks
Tom Coughlin

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tcoughlin@petrainc.net
www.petrainc.net

From: Tom Coughlin
Sent: Thursday, October 30, 2008 8:50 AM
To: 'Keith Watts'
Cc: Gene Bennett; Connie Creager
Subject: Payments & Change Orders- MCH

Keith

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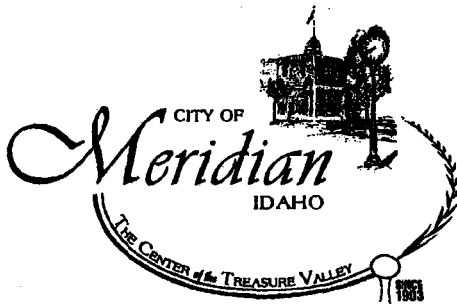
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Please let me know.
Thanks
Tom

Tom Coughlin

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March 30, 2007

MAYOR
Tammy de Weerd

CITY COUNCIL MEMBERS
Keith Bird
Joseph W. Borton
Charles M. Rountree
David Zaremba

CITY ATTORNEY'S OFFICE
HUMAN RESOURCES

William L. M. Nary
City Attorney/HR Director

Theodore W. Baird, Jr.
Deputy City Attorney

Emily Kane
Deputy City Attorney

Gene R. Bennett, Project Manager
Jerry S. Frank, CEO
PETRA INCORPORATED
9056 W. Blackeagle Drive
Boise, Idaho 83709

Re: Performance Concerns
New City Hall Project

Dear Jerry and Gene:

I write to express some of the City Council's concerns and issues about how Petra has managed the new City Hall project, and request that you and your team attend an executive session at 5:30 pm on Tuesday, April 3, 2007 at City Hall to discuss those matters. The City Council hopes to receive information from your team on how the issues will be resolved and to receive specific assurances that your team will provide the construction management services on the remainder of the project with the attention and skill needed for the project to be successful. Our hope is that a complete discussion of these issues will lead to understandings and agreements that will prevent, or at least minimize, future impacts on the project.

It may be helpful to start by reiterating why the City chose to hire a professional construction manager to represent the City's interests on this project, and why the City chose Petra to be its construction manager. The need for professional management services is apparent because the City does not have any construction professionals on staff and the project is sufficiently large and complicated that professional expertise is needed. After a lengthy selection process, the City selected Petra based on your representations about the expertise, skill and diligence of your team. We placed our faith and confidence in you to help us bring the project to completion successfully, and we entered into a detailed contract with you that clearly set forth our expectations of Petra for the project. A few of the expectations are illustrative and worth repeating here:



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- Construction Manager acknowledges and accepts the relationship of trust and confidence established with Owner by this Agreement and that this relationship is a material consideration for Owner in entering into this Agreement. . . . Construction Manager further covenants that Construction Manager will perform its services under this Agreement, in the exercise of ordinary and reasonable care and with the same degree of professional skill, diligence and judgment as is customary among construction managers of similar reputation performing work for projects of a size, scope and complexity similar to the Project. (See Section 1.1)
- Construction Manager has the professional knowledge, skills, experience, education and staffing to manage and coordinate the design and construction of the Project. The individual employees of Construction Manager that will render services pursuant to this Agreement are knowledgeable and experienced in the disciplines required for this Project. (See Section 2.1.3)
- Construction Manager shall carefully observe the Work of each Contractor whenever and wherever necessary . . . to determine the quality and quantity of the Work in comparison with the requirements of the Construction Contract [and to] protect Owner from continuing deficient or defective Work. (See Section 4.7.9)
- Construction Manager shall perform all of Construction Manager's services in compliance with all applicable laws, ordinances, rules, regulations or orders of any public authority having jurisdiction over the Project, any applicable permits and any recorded covenants, conditions and restrictions affecting the Site. (See Section 2.7)

To frame the discussion, I would like to raise some very specific concerns and issues. We have discussed some of these concerns before; however, I wish to raise them again because of the serious impacts that they have had, and may continue to have, on the project. This letter is not an exhaustive list of our concerns with Petra's management of the project, but only the most currently pressing concerns that we hope will be shortly resolved.

1. Concerns about Project Staffing and Diligence.

We question whether Petra has adequately staffed the project. Our perception is that Petra's staffing inadequacies appear to have resulted insufficient diligence on critical matters that are Petra's responsibility. For example, our legal and purchasing staff have spent an inordinate amount of time tracking and managing issues that should have been handled by Petra. We are not questioning the professional qualifications of Wes Bettis or Gene Bennett. Instead, we are concerned that their obligations on other projects have prevented them from devoting the time and attention to our project necessary to ensure that tasks are completed timely and properly. These problems have persisted despite Petra's past assurances that the Project would be adequately staffed. Some of the problems experienced have created additional cost and liability for the City, and may cause us to lose confidence in Petra's team. For illustrative purposes, a few examples follow.

a. **Delay in Addressing Irrigation Ditch Issue.** In November 2006, Petra notified LCA of the need to design and bid-out work necessary to repair or replace the irrigation ditch along the south property line that was destroyed during demolition. A deadline of April 15, 2007 was noted at that time because the ditch needed to be back in service before the summer water flows began. Although Petra included this work in the current bid packages, this is of no use to the City because of the bidding delays. We reminded Petra of this matter last week and were forced to scramble an emergency procurement together to retain a contractor that can start work next week. This problem was unnecessary and frustrating to our staff. Further, it has resulted in potential liability to the City if the work is not completed on time.

b. **Delay in Securing a Surveyor.** With demolition almost complete, Petra discovered in early January 2007 that they had not yet scheduled a surveyor to perform the required topographical and boundary surveys. The surveyor contacted by Petra was booked through February, which would have presented an unacceptable delay in procuring the surveys necessary to complete the building plans. After significant scrambling, a different surveyor was located who was able to perform the work in a timely manner. Although it appears that this matter was caught in time, it very nearly caused significant and unnecessary delays in the project.

c. **Delay in Shell and Core Bid Document.** In early January 2007, the City's purchasing agent began asking Petra when the City would receive the boilerplate shell and core bid packages for review. Many subsequent requests were made but no materials were provided by Petra for review until the same week that the bid documents were released in early March. We need to receive future bid package boilerplate with ample time in advance of the release date in order to facilitate their proper review and efficient coordination between all parties.

d. **Improper Staff Substitutions.** Our agreement with you specified the staff to be assigned to the Project. We went through the effort of doing so because we care very much about knowing with whom we have placed our faith and confidence. Petra's January staffing plan substituted the project superintendent without the required approval. Further, the staffing plan did not specify a foreman. We requested the qualifications of the substituted staff with specific reference to actual owner-representative construction management experience. Petra promised to deliver this information on March 19, 2007. We received information on project superintendent Jon Anderson a week later and still have not received any information identifying the project foreman. The quality of the staff Petra assigns to our project is critical to the project's success, and we are very concerned about Petra's unauthorized substitutions and the lack of information regarding the critical staff on the project. Further, we do not believe that the information received to date is sufficient for use to determine that the qualifications of the substitute staff proposed by Petra are acceptable.

2. Poor Management of Demolition Contractor.

The City is very dissatisfied with Petra's management of the demolition contractor. The City made the effort to walk the project site with Petra personnel to identify the location of four water well heads that needed to be preserved during demolition so that they could be properly decommissioned (as required by law) by the well abandonment contractor. This decommission needs to occur before construction on the site improvements can begin. However, either the proper information and instructions were not communicated to the demolition contractor or the demolition contractor failed to follow the instructions. After the demolition work was complete, the well abandonment contractor discovered that the site had been scraped clean with no sign of the well heads above ground. The well heads were located using GPS systems and much frustration and perseverance. The mangled well heads were found between 7 and 12 feet below grade. The additional decommissioning work made necessary by the damage to the wells included excavation, casing extensions, backfilling, compaction, increased oversight, inspection, additional camera surveys, additional water tankers to clear the wells, and clearing of debris shoved into the wells. To date, the City has incurred additional expenses that exceed \$10,000 to bring the wells back to pre-demolition abandonment status.

Whether or not the demolition contractor bears some responsibility for this matter, it appears to us that Petra may have failed to properly inform the demolition contractor of the water wells and/or failed to properly manage the contractor. See Section 4.7.9 of our agreement with you, which states "Construction Manager shall carefully observe the Work of each Contractor whenever and wherever necessary . . . to determine the quality and quantity of the Work in comparison with the requirements of the Construction Contract [and to] protect Owner from continuing deficient or defective Work." We do not yet know the cost and time impacts that this matter will have on the project, but we expect them to be substantial.

3. Improper Management of Contaminated Soil Removal.

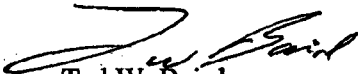
The City is very dissatisfied with Petra's management of the contaminated soil remediation. We were notified of the soil condition on February 21, 2007. Petra then recommended removing the soil to determine the extent of the contamination as work progressed. The City granted Petra's request to obtain a soil sample to be analyzed for abatement purposes. As soil removal was about to begin, the City requested documentation of the laboratory results. The soil sample had not been properly processed for the results to be laboratory certified. Petra then notified the City of this oversight and recommended an official soil test prior to removal of soil. However, instead of proposing an official soil test solution that would result in certified results, Petra then simply presented this issue to the City's purchasing agent for direction.

After the soil removal activities begun with Petra's authorization, the City asked Petra whether the contaminated soils were being removed in compliance with the property regulatory authorities. Four days later, Petra notified the City that the soil removal work had been halted on the grounds that "the City" did not secure a required permit from DEQ. The City was, however, relying on Petra to manage the soil removal on the City's behalf. See Section 4.7.5

of our agreement with you, which states that "Construction Manager shall verify that the required permits . . . have been obtained." It is no understatement to note that Petra's failure to adequately manage the soil removal has created tremendous potential liability to the City and others, including the very real possibility of large civil fines, criminal penalties and a complete shutdown of the entire project. Fortunately, a spirit of cooperation from DEQ management have allowed us to, at this point, avoid any serious consequences.

The City Council looks forward to fully discussing the concerns and issues raised in this letter with you. We have approximately 40 minutes on the agenda for this discussion, with the first half reserved for you and your team to respond directly to these issues and concerns. If you have any questions or matters to discuss before executive session meeting, please call me directly. Again, the City Council hopes that a complete discussion of these issues will lead to understandings and agreements that will prevent, or at least minimize, future impacts on the project.

Very truly yours,



Ted W. Baird
Deputy City Attorney

cc: Mayor Tammy de Weerd
City Council Members
William G. Berg, Jr., City Clerk
William L. M. Nary, City Attorney
Keith Watts, Purchasing Agent

April 3, 2007

Mr. Ted W. Baird
Deputy City Attorney
City of Meridian
33 East Idaho
Meridian , Idaho 83642

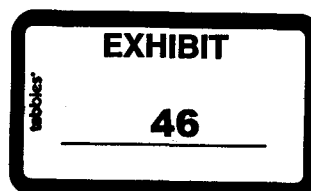
Re: Performance Concerns
New City Hall Project

Dear Ted:

As requested, the following is our response to your concerns outlined in your letter of March 30, 2007. This response is intended to be constructive and informative so that the relationship between Petra and the City of Meridian would remain positive and produce a project all parties can take pride in.

1. Project Staffing and Diligence – Petra has constantly worked to bring the Architect and multiple Owner representatives for the City together in a positive atmosphere. At no time have we shirked responsibility and in fact have gone beyond our scope of services to help the City. Currently Petra has five personnel and support staff working on the Meridian City Hall Project. In response to your specific questions we offer the following:

- a) Irrigation Ditch - The necessity of having the irrigation service operational was identified by Petra last November. Over a month ago, we noted that the delay in design decisions would require a temporary irrigation pipe ahead of the formal bids. During the week of March 26th, the contaminated soil removal to the south was sufficiently defined to allow irrigation line installation. On Monday March 26th Petra presented the temporary irrigation line solution. Petra was not aware that a one week notice for a purchase order would cause frustration on the part of the City. Since that time we have turned the temporary pipe into a permanent installation which will be completed by 4-15-07.
- b) Topo Surveyor – In CM contracts the parties responsible for securing a surveyor for topo and boundary survey is the City or the Architect. Once Petra learned that neither the City nor the Architect had secured a surveyor for this design scope of work, Petra began working with the City to solicit pre-qualified bidders for the work. After two weeks of no success in finding a Surveyor that had the time to work this project into their schedule, the City Engineer's office was solicited for additional names of Surveyors under annual contract with the City that the City would consider having work on this project. Four names were provided and a firm was found and retained for the City Hall work to perform the boundary and topo survey as soon as the site was ready with no delay to the project. An acceptable backup firm was in place should the first firm not be able to perform.
- c) Delay in Bid Documents - Boiler plate for bid documents consist of the contract (which is produced by the City), and the bid package descriptions. The bid package descriptions are created after the plans and specifications are developed. When asked for the bid packages, the City was provided with the outlines that were created for this project and it was noted at that time



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that outlines were being provided until the plans and specifications were delivered to Petra by the design team. The design team provided the plans and specs on schedule and the bid packages were updated and submitted to the City approximately one week later, within the project schedule. The bid documents were not delayed.

- d) **Improper Staff Substitution** - The project staff outlined in the construction management services proposal of August 2006 and transferred into the contract language was based on a project start date provided by the City at that time. When the unforeseen conditions of contaminated soil were realized, Petra brought in Jon Anderson. Jon was superintendent on a \$33 Million Tamarack development where he had worked with EPA and IDEQ issues, and is one of a few superintendents in the entire Valley that can manage this unforeseen cleanup to a successful conclusion. The finish foreman will be identified and submitted to the City, when the final schedule is established.
2. **Poor Management of Demolition Contractor** - The Demolition Contractor has received public praise from the Mayor and Council for the work that they performed at over \$80,000 in savings over the next lowest bid. The demolition contractor took precautions to protect the 3 identified well heads by covering them with fill material prior to demolition. The fourth well was not found until after the demolition was complete and there never was a casing above grade at this location. In demolishing concrete / brick structures and falling a 185' chimney, it is reasonable to assume that some surface damage will occur in spite of being covered with fill. At the same time, the demolition contractor has some responsibility for the 3 damaged casings. The letter on March 30th is the first time Petra has been notified of the dollar value for the damages incurred and we will handle this with the City's Representative in our weekly production meeting.
3. **Improper Management of Contaminated Soil Removal** - The sequence of events concerning the contaminated soil issue are as follows:
 - a) In January, Terracon drilled an exploratory well for groundwater design which they characterized as containing contaminated soil. They stopped and moved to another location. They ended-up drilling two more wells and pulled water samples from them and had them tested for contamination migration into the ground water, which proved negative. The City was kept notified throughout this process.
 - b) Petra contacted MTI, to provide a proposal for dealing with contaminated soils. MTI pulled a sample of dirt tested the contents in their lab for general results and noted that it was mildly contaminated, confirming the Terracon report. Petra then contacted MTI and asked for full labs, identifying the exact contaminants and their handling requirements and made the appropriate recommendations to the City.
 - c) With the test results in hand, Petra confirmed with the licensed abatement contractor that a registered landfill in Ada County would take and remediate the contaminated soil and log the removal site with the EPA. The Brownsfield Survey data information number was provided to the landfill for their use. This is how all contaminated materials are required to be handled per the EPA guidelines. Dual notification was also required with IDEQ, and was made by MTI after the initial hauling had begun. MTI filed a work plan and notification with IDEQ who acknowledged that the work would be performed under the existing Brownsfield Survey for the property, that we had correctly documented the removal, transport and deposit of contaminated soils, the EPA had been correctly notified of the project and then thanked us for inviting them to the site and working with them to get all of the paper work in place.

- d) There is not an additional permit required by IDEQ and at no time has the City been at risk for a tremendous environmental liability due to the actions of MTI, Ideal Demolition, or Petra. In fact, the actions of the Petra and Abatement team have gone beyond traditional contractual relationships to insure that every precaution and good practice has been taken to mitigate an unforeseen environmental liability.

In closing, it is Petra's observation that the City's frustration with "communication" and "inordinate amount of time tracking and managing issues" stems from the organizational format setup by the City. Over the past 14 years on previous CM projects that I have worked on, there has been one Owner's representative to work with and to report to. Currently you have that person in Brad Watson. I sincerely believe that Brad, Steve Simmons, and myself can bring this project to the successful conclusion desired by all parties.

Sincerely,

Eugene R. Bennett
Construction Manager

Document G702™ - 1992 REVISED

RECEIVED
OCT 03 2008
LCA

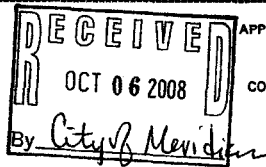
Application and Certificate for Payment

TO OWNER: City of Meridian
33 East Idaho Street
Meridian, ID 83642

PROJECT: Meridian City Hall

FROM CONTRACTOR: PETRA, Incorporated
9056 W. Blackeagle Drive
Boise, ID 83709

VIA ARCHITECT: Steve Simmons
Lombard - Conrad
1221 Shoreline Drive
Boise, ID 83702



APPLICATION NO: 023
PERIOD TO: 9/30/2008
CONTRACT FOR: General Construction
PROJECT NO: 06-0675

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	\$20,121,488.11
2. Net Change by Change Orders	\$ 1,308,522.39
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$21,430,010.50
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$20,616,269.99
5. RETAINAGE	
a. 5% of Completed Work	
(Column D + E on G703)	\$ 908,815.21
b. ____% of Stored Material	
(Column F + E on G703)	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$ 908,815.21
6. TOTAL EARNED LESS RETAINAGE	
(Line 4 Less Line 5 Total)	\$19,707,454.78
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	
(Line 6 from prior Certificate)	\$18,820,107.14
8. CURRENT PAYMENT DUE	887,347.68
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$ 1,722,555.72

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total Changes approved in previous months by Owner		
Total approved this Month		
NET CHANGES by Change Order		

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 on Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONSTRUCTION MANAGER

By: Gregory P. Smith Date: 9-30-08
State of: Idaho
County of: Ada
Subscribed and sworn to before me this day of October 2, 2008
Connie S. Creager
My Commission expires: 02-12-2014

ARCHITECT'S CERTIFICATE FOR PAYMENT OF IDAHO
In accordance with the Contract Documents, based on on-site observations 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 887,347.68
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:
By: Steve Simmons
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.

CM002482



003360

APPLICATION FOR PAYMENT
Meridian City Hall

City of Meridian
30 West Idaho Street
Meridian, ID 83450

Meridian City Hall
8/2/92

A	B	C	D	E	F	G	H	I	J	K	L	M
T	DESCRIPTION OF WORK	Original Contract Value	Current Contract Value	Owner's Budget	VARIANCE	FROM PREVIOUS APPLICATION	THIS PERIOD	TOTAL COMPLETED AND STORED TO DATE	%	BALANCE TO PERFORM	RETENTION %	CONTRACTOR
	PETRA Incorporated - Construction Management Fee	274,000.00	268,967.00	268,967.00	-	815,188.00	11,214.00	268,967.00	100%	-	-	PETRA Incorporated
	Contract Admin. Fee - Not to Exceed	20,818.00	20,818.00	20,818.00	-	20,818.00	-	20,818.00	100%	-	-	Contract Admin. Fee
	GO #1 - Demolition & Abatement	268,967.00	268,967.00	268,967.00	-	268,967.00	-	268,967.00	100%	-	-	GO #1
	GO #2 - Construction Sub 1	35,000.00	35,000.00	35,000.00	-	35,000.00	-	35,000.00	100%	-	-	GO #2
	GO #3 - Construction Sub 2	35,000.00	35,000.00	35,000.00	-	35,000.00	-	35,000.00	100%	-	-	GO #3
	GO #4 - Construction Sub 3	35,000.00	35,000.00	35,000.00	-	35,000.00	-	35,000.00	100%	-	-	GO #4
	GO #5 - Construction Sub 4	35,000.00	35,000.00	35,000.00	-	35,000.00	-	35,000.00	100%	-	-	GO #5
	GO #6 - Construction Sub 5	35,000.00	35,000.00	35,000.00	-	35,000.00	-	35,000.00	100%	-	-	GO #6
	GO #7 - Construction Sub 6	35,000.00	35,000.00	35,000.00	-	35,000.00	-	35,000.00	100%	-	-	GO #7
	GO #8 - Construction Sub 7	35,000.00	35,000.00	35,000.00	-	35,000.00	-	35,000.00	100%	-	-	GO #8
	GO #9 - Construction Sub 8	35,000.00	35,000.00	35,000.00	-	35,000.00	-	35,000.00	100%	-	-	GO #9
	GO #10 - Construction Sub 9	35,000.00	35,000.00	35,000.00	-	35,000.00	-	35,000.00	100%	-	-	GO #10
	GO #11 - Construction Sub 10	35,000.00	35,000.00	35,000.00	-	35,000.00	-	35,000.00	100%	-	-	GO #11
	GO #12 - Construction Sub 11	35,000.00	35,000.00	35,000.00	-	35,000.00	-	35,000.00	100%	-	-	GO #12
	GO #13 - Construction Sub 12	35,000.00	35,000.00	35,000.00	-	35,000.00	-	35,000.00	100%	-	-	GO #13
	GO #14 - Construction Sub 13	35,000.00	35,000.00	35,000.00	-	35,000.00	-	35,000.00	100%	-	-	GO #14
	GO #15 - Construction Sub 14	35,000.00	35,000.00	35,000.00	-	35,000.00	-	35,000.00	100%	-	-	GO #15
	GO #16 - Construction Sub 15	35,000.00	35,000.00	35,000.00	-	35,000.00	-	35,000.00	100%	-	-	GO #16
	GO #17 - Construction Sub 16	35,000.00	35,000.00	35,000.00	-	35,000.00	-	35,000.00	100%	-	-	GO #17
	GO #18 - Construction Sub 17	35,000.00	35,000.00	35,000.00	-	35,000.00	-	35,000.00	100%	-	-	GO #18
	GO #19 - Construction Sub 18	35,000.00	35,000.00	35,000.00	-	35,000.00	-	35,000.00	100%	-	-	GO #19
	GO #20 - Construction Sub 19	35,000.00	35,000.00	35,000.00	-	35,000.00	-	35,000.00	100%	-	-	GO #20
	GO #21 - Construction Sub 20	35,000.00	35,000.00	35,000.00	-	35,000.00	-	35,000.00	100%	-	-	GO #21
	GO #22 - Construction Sub 21	35,000.00	35,000.00	35,000.00	-	35,000.00	-	35,000.00	100%	-	-	GO #22
	GO #23 - Construction Sub 22	35,000.00	35,000.00	35,000.00	-	35,000.00	-	35,000.00	100%	-	-	GO #23
	GO #24 - Construction Sub 23	35,000.00	35,000.00	35,000.00	-	35,000.00	-	35,000.00	100%	-	-	GO #24
	GO #25 - Construction Sub 24	35,000.00	35,000.00	35,000.00	-	35,000.00	-	35,000.00	100%	-	-	GO #25
	GO #26 - Construction Sub 25	35,000.00	35,000.00	35,000.00	-	35,000.00	-	35,000.00	100%	-	-	GO #26
	GO #27 - Construction Sub 26	35,000.00	35,000.00	35,000.00	-	35,000.00	-	35,000.00	100%	-	-	GO #27
	GO #28 - Construction Sub 27	35,000.00	35,000.00	35,000.00	-	35,000.00	-	35,000.00	100%	-	-	GO #28
	GO #29 - Construction Sub 28	35,000.00	35,000.00	35,000.00	-	35,000.00	-	35,000.00	100%	-	-	GO #29
	GO #30 - Construction Sub 29	35,000.00	35,000.00	35,000.00	-	35,000.00	-	35,000.00	100%	-	-	GO #30
	GO #31 - Construction Sub 30	35,000.00	35,000.00	35,000.00	-	35,000.00	-	35,000.00	100%	-	-	GO #31
	GO #32 - Construction Sub 31	35,000.00	35,000.00	35,000.00	-	35,000.00	-	35,000.00	100%	-	-	GO #32
	GO #33 - Construction Sub 32	35,000.00	35,000.00	35,000.00	-	35,000.00	-	35,000.00	100%	-	-	GO #33
	GO #34 - Construction Sub 33	35,000.00	35,000.00	35,000.00	-	35,000.00	-	35,000.00	100%	-	-	GO #34
	GO #35 - Construction Sub 34	35,000.00	35,000.00	35,000.00	-	35,000.00	-	35,000.00	100%	-	-	GO #35
	GO #36 - Construction Sub 35	35,000.00	35,000.00	35,000.00	-	35,000.00	-	35,000.00	100%	-	-	GO #36
	GO #37 - Construction Sub 36	35,000.00	35,000.00	35,000.00	-	35,000.00	-	35,000.00	100%	-	-	GO #37
	GO #38 - Construction Sub 37	35,000.00	35,000.00	35,000.00	-	35,000.00	-	35,000.00	100%	-	-	GO #38
	GO #39 - Construction Sub 38	35,000.00	35,000.00	35,000.00	-	35,000.00	-	35,000.00	100%	-	-	GO #39
	GO #40 - Construction Sub 39	35,000.00	35,000.00	35,000.00	-	35,000.00	-	35,000.00	100%	-	-	GO #40
	GO #41 - Construction Sub 40	35,000.00	35,000.00	35,000.00	-	35,000.00	-	35,000.00	100%	-	-	GO #41
	GO #42 - Construction Sub 41	35,000.00	35,000.00	35,000.00	-	35,000.00	-	35,000.00	100%	-	-	GO #42
	GO #43 - Construction Sub 42	35,000.00	35,000.00	35,000.00	-	35,000.00	-	35,000.00	100%	-	-	GO #43
	GO #44 - Construction Sub 43	35,000.00	35,000.00	35,000.00	-	35,000.00	-	35,000.00	100%	-	-	GO #44
	GO #45 - Construction Sub 44	35,000.00	35,000.00	35,000.00	-	35,000.00	-	35,000.00	100%	-	-	GO #45
	GO #46 - Construction Sub 45	35,000.00	35,000.00	35,000.00	-	35,000.00	-	35,000.00	100%	-	-	GO #46
	GO #47 - Construction Sub 46	35,000.00	35,000.00	35,000.00	-	35,000.00	-	35,000.00	100%	-	-	GO #47
	GO #48 - Construction Sub 47	35,000.00	35,000.00	35,000.00	-	35,000.00	-	35,000.00	100%	-	-	GO #48
	GO #49 - Construction Sub 48	35,000.00	35,000.00	35,000.00	-	35,000.00	-	35,000.00	100%	-	-	GO #49
	GO #50 - Construction Sub 49	35,000.00	35,000.00	35,000.00	-	35,000.00	-	35,000.00	100%	-	-	GO #50
	GO #51 - Construction Sub 50	35,000.00	35,000.00	35,000.00	-	35,000.00	-	35,000.00	100%	-	-	GO #51
	GO #52 - Construction Sub 51	35,000.00	35,000.00	35,000.00	-	35,000.00	-	35,000.00	100%	-	-	GO #52
	GO #53 - Construction Sub 52	35,000.00	35,000.00	35,000.00	-	35,000.00	-	35,000.00	100%	-	-	GO #53
	GO #54 - Construction Sub 53	35,000.00	35,000.00	35,000.00	-	35,000.00	-	35,000.00	100%	-	-	GO #54
	GO #55 - Construction Sub 54	35,000.00	35,000.00	35,000.00	-	35,000.00	-	35,000.00	100%	-	-	GO #55
	GO #56 - Construction Sub 55	35,000.00	35,000.00	35,000.00	-	35,000.00	-	35,000.00	100%	-	-	GO #56
	GO #57 - Construction Sub 56	35,000.00	35,000.00	35,000.00	-	35,000.00	-	35,000.00	100%	-	-	GO #57
	GO #58 - Construction Sub 57	35,000.00	35,000.00	35,000.00	-	35,000.00	-	35,000.00	100%	-	-	GO #58
	GO #59 - Construction Sub 58	35,000.00	35,000.00	35,000.00	-	35,000.00	-	35,000.00	100%	-	-	GO #59
	GO #60 - Construction Sub 59	35,000.00	35,000.00	35,000.00	-	35,000.00	-	35,000.00	100%	-	-	GO #60
	GO #61 - Construction Sub 60	35,000.00	35,000.00	35,000.00	-	35,000.00	-	35,000.00	100%	-	-	GO #61
	GO #62 - Construction Sub 61	35,000.00	35,000.00	35,000.00	-	35,000.00	-	35,000.00	100%	-	-	GO #62
	GO #63 - Construction Sub 62	35,000.00	35,000.00	35,000.00	-	35,000.00	-	35,000.00	100%	-	-	GO #63
	GO #64 - Construction Sub 63	35,000.00	35,000.00	35,000.00	-	35,000.00	-	35,000.00	100%	-	-	GO #64
	GO #65 - Construction Sub 64	35,000.00	35,000.00	35,000.00	-	35,000.00	-	35,000.00	100%	-	-	GO #65
	GO #66 - Construction Sub 65	35,000.00	35,000.00	35,000.00	-	35,000.00	-	35,000.00	100%	-	-	GO #66
	GO #67 - Construction Sub 66	35,000.00	35,000.00	35,000.00	-	35,000.00	-	35,000.00	100%	-	-	GO #67
	GO #68 - Construction Sub 67	35,000.00	35,000.00	35,000.00	-	35,000.00	-	35,000.00	100%	-	-	GO #68
	GO #69 - Construction Sub 68	35,000.00	35,000.00	35,000.00	-	35,000.00	-	35,000.00	100%	-	-	GO #69
	GO #70 - Construction Sub 69	35,000.00	35,000.00	35,000.00	-	35,000.00	-	35,000.00	100%	-	-	GO #70
	GO #71 - Construction Sub 70	35,000.00	35,000.00	35,000.00	-	35,000.00	-	35,000.00	100%	-	-	GO #71
	GO #72 - Construction Sub 71	35,000.00	35,000.00	35,000.00	-	35,000.00	-	35,000.00	100%	-	-	GO #72
	GO #73 - Construction Sub 72	35,000.00	35,000.00	35,000.00	-	35,000.00	-	35,000.00	100%	-	-	GO #73
	GO #74 - Construction Sub 73	35,000.00	35,000.00	35,000.00	-	35,000.00	-	35,000.00	100%	-	-	GO #74
	GO #75 - Construction Sub 74	35,000.00	35,000.00	35,000.00	-	35,000.00	-	35,000.00	100%	-	-	GO #75
	GO #76 - Construction Sub 75	35,000.00	35,000.00	35,000.00	-	35,000.00	-	35,000.00	100%	-	-	GO #76
	GO #77 - Construction Sub 76	35,000.00	35,000.00	35,000.00	-	35,000.00	-	35,000.00	100%	-	-	GO #77
	GO #78 - Construction Sub 77	35,000.00	35,000.00	35,000.00	-	35,000.00	-	35,000.00	100%	-	-	GO #78
	GO #79 - Construction Sub 78	35,000.00	35,000.00	35,000.00	-	35,000.00	-	35,000.00	100%	-	-	GO #79
	GO #80 - Construction Sub 79	35,000.00	35,000.00	35,000.00	-	35,000.00	-	35,000.00	100%	-	-	GO #80
	GO #81 - Construction Sub 80	35,000.00	35,000.00	35,000.00	-	35,000.00	-	35,000.00	100%	-	-	GO #81
	GO #82 - Construction Sub 81	35,000.00	35,000.00	35,000.00	-	35,000.00	-	35,000.00	100%	-	-	GO #82
	GO #83 - Construction Sub 82	35,000.00	35,000.00	35,000.00	-	35,000.00	-	35,000.00	100%	-	-	GO #83
	GO #84 - Construction Sub 83	35,000.00	35,000.00	35,000.00	-	35,000.00	-	35,000.00	100%	-	-	GO #84
	GO #85 - Construction Sub 84	35,000.00	35,000.00	35,000.00	-	35,000.00	-	35,000.00	100%	-	-	GO #85
	GO #86 - Construction Sub 85	35,000.00	35,000.00	35,000.00	-	35,000.00	-	35,000.00	100%	-	-	

CM002484

Q# 2909

PETRA Incorporated
APPLICATION FOR PAYMENT
Meridian City Hall

City of Meridian
33 East Idaho Street
Meridian, ID 83642

APPLICATION #:
APPLICATION DATE:
PERIOD TO:
PROJECT NAME:
PROJECT NO.:

023
9/30/2008
9/30/2008
Meridian City Hall
06-0876

A	B	C	D	E	F	G	H	I	J	K	L	
ITEM	DESCRIPTION OF WORK	SCHEDULED VALUE	ORIGINAL VALUE	CHANGE ORDERS	FROM PREVIOUS APPLICATION	WORK COMPLETED THIS PERIOD	TOTAL COMPLETED AND STORED TO DATE	%	BALANCE TO FINISH	RETENTION 0%	CONTRACTOR	NET PAYMENT AMOUNT
	Construction Management Fee	-				-	-	0%	-	-	PETRA Incorporated	\$ -
						-	-	0%	-	-		\$ -
	Development Strategies Phase	28,700.00	28,700.00		28,700.00	-	28,700.00	100%	-	-		\$ -
	Site Preparation Phase	28,700.00	28,700.00		28,700.00	-	28,700.00	100%	-	-		\$ -
	Preliminary Design Phase	28,700.00	28,700.00		28,700.00	-	28,700.00	100%	-	-		\$ -
	Construction Documents Phase	114,800.00	114,800.00		114,800.00	-	114,800.00	100%	-	-		\$ -
	Bidding Phase	28,700.00	28,700.00		28,700.00	-	28,700.00	100%	-	-		\$ -
	Construction Phase	344,400.00	344,400.00		344,400.00	-	344,400.00	100%	-	-		\$ -
						-	-	0%	-	-		\$ -
	Total Construction Management Fee	\$ 674,000.00	\$ 674,000.00	\$ -	\$ 674,000.00	\$ -	\$ 674,000.00	100%	\$ -	\$ -		\$ -
C/O #01	Site Prep - Contaminated Soils	52,502.00		52,502.00	41,188.00	11,314.00	52,502.00	100%	-	-		\$ 11,314.00
		-	-	-	-	-	-	0%	-	-		\$ -
		-	-	-	-	-	-	0%	-	-		\$ -
	TOTAL Other Work	\$ 52,502.00	\$ -	\$ 52,502.00	\$ 41,188.00	\$ 11,314.00	\$ 52,502.00	100%	\$ -	\$ -		\$ 11,314.00
	TOTAL CONTRACT AMOUNT:	\$ 626,502.00	\$ 674,000.00	\$ 52,502.00	\$ 615,188.00	\$ 11,314.00	\$ 626,502.00	100%	\$ -	\$ -		\$ 11,314.00

CITY HALL PROJECT APPROVED FOR PAYMENT

PO # 08-0133 = \$ 11,314-

Contract # _____

Purchasing Agent Approval:

Council Approval:

10/27/08

City of Meridian
33 East Idaho Street
Meridian, ID 83842

023
9/30/2008
9/30/2008
Meridian City Hall
06-0675

Worksheet - Contingency

199,403.97
199,403.97 10/1/2008 at 10:11 AM

pd 10/16/08
ck 84911

Page 1 of 1
File City Hall Draw #023 09-08.xls

CM002486

003364

**CITY HALL PROJECT
APPROVED FOR PAYMENT**

PO# 08-0298

Contract # _____

Purchasing Agent Approval:

[Signature]

Contract Approval:

[Signature]

12/23/08

CM002487

Date: 09/30/2008
Time: 02:32:24 PM

** OB COST DETAIL - BY LINE I ***
(job history only)

Report Code: 28.81-
Page: 1

Company No. 1 PETRA Incorporated

Printing: Open Jobs Only Job Range 060675 thru 060675

Phase Codes 01 thru 01 Cost Codes 930 thru 930 Period Range: 9, 2008 thru 9, 2008

TYPE	PHASE	COST	CHG	JOURN	---REFERENCE---	VEND	-----G/L-----	MTL/EQP	UNITS	LAB/EQP	PERIOD	
		CODE	ORD	#	DATE	NO	CUST	PERIOD	ACCOUNT	CODE	HOURS	AMOUNT

Job No: 060675 Meridian City Hall

COST	01	930										
	OTH	MERIDIAN CITY HALL		AP681	09/15/08	081509	QWEST	9	2008	4060		3,743.87
	OTH	MERIDIAN CITY HALL		AP682	08/08/08	321107	JIMAPP	9	2008	4060		1,555.02
	OTH	MERIDIAN CITY HALL		AP728	08/26/08	8131	BOISME	9	2008	4060		705.00
	OTH	MERIDIAN CITY HALL		AP728	09/10/08	2028-2	CRANDO	9	2008	4060		130.00
												6,133.89

Job Period Cost: 6,133.89

CM002488

003366

PETRA, INCORP.**TED****CHEC****EQUISITION**

1097 N. Rosario Street
 Meridian, ID 83642
 PHONE: (208) 323-4500
 FAX: (208) 323-4507



EW 081519

RCE-1875

TO: QUEST ASSET ACCOUNTING OPS -
- BART
900 WEST MINERAL AVE
ROOM 1000B CAROTA
LITTLETON, CO 80120

DATE OF REQUEST

9/15/08

P.O. NUMBER

REQUISITIONED BY

SHIP BY

SHIP VIA

F.O.B.

DATE REQUIRED BY

ASAP

Purchase order number must appear
 on all forms relating to this order.

SHIP TO:

RETURN TO TOM C. FOR
HAND DELIVER

If applicable - under the "Description" column, include job
 name, number, and cost code.

QTY	UNIT	DESCRIPTION	PRICE	AMOUNT
1	EA	RAISE EXISTING QUEST		2115
		TELEPHONE RECEPTION AT		
		MGR. PROPERTY CORNER NEAR		3,743.87
		THE HERITAGE BLDG - NEEDS		
		TO MATCH NEW GRADGS		
		Job Name:		
		Job Number: <u>01-930</u>		
		Cost Code:		
		Authorized by: <u>SWB</u>		
		Date Posted: <u>9/15/08</u>		
		Budget:		
		Over Budget:		
		SUBTOTAL		
		FREIGHT		
		TAX RATE		
		TAX		
		<u>3,743.87</u>		
		TOTAL DUE		

Requested By:

Please allow one week to process your request.

Date

9/16/08

CM002489

003367

Special Construction Proposal

Date: <u>9/10/2008</u>	
Billing Address:	Work Location:
Customer: <u>Petra Inc</u>	<u>36 E Broadway Ave</u>
Attention: <u>Tom Coughlin</u>	County <u>Ada</u>
<u>1097 N Rosario St</u>	<u>Meridian, ID</u>
<u>Meridian, ID 83642</u>	

Description and/or specifications of work to be performed by Qwest under this Proposal ("Work"):

This job will cut a loop into cables in an existing pedestal located at 36 E Broadway Ave. This will provide slack and raise an existing pedestal to new grade that is a result of developer initiated property improvements.

*- EXISTING PEDESTAL AT PROPERTY CORNER NEAR
HERITAGE BLOC - NEEDS TO BE RAISED TO MATCH
GRADE*

Advance Payment (required before work begins): \$3,743.87

Total Charges: Three Thousand Seven Hundred Forty-Three Dollars and 87/100

*For the Work performed hereunder, Customer will be responsible for these Charges only, unless a Change Order is signed by both parties in accordance with Section 4 below. All changes shall be paid prior to commencement of the Work ("Advance Payment"). If, in Qwest's sole discretion, Qwest approves a Purchase Order in lieu of Advance Payment, Qwest will submit an invoice of charges to Customer upon full execution of the Agreement (or Change Order). For Governmental Customers only, Qwest will submit an invoice of charges upon completion of the Work. All Customers will pay the invoice within forty five (45) days of receipt. All past due undisputed accounts will be assessed a late fee at 14% APR. No Work shall commence prior to receipt of Advance Payment or acceptance by Qwest of a Purchase Order. Notwithstanding, Customer shall also be responsible for foreign, federal, state and local taxes assessed in connection with the Work, including without limitation, all use, sales, value added, surcharges, excise, franchises, commercial, gross receipts, license, privilege or other similar charges, whether charged to or against Qwest or Customer, but excluding any taxes based on Qwest's net income.

*Note: If applicable, the Work proposed here is separate from any work that may be performed pursuant to any other order or agreement, including but not limited to a Pre-Service Request for cell site provisioning. The Proposal may be withdrawn by Qwest if not accepted by the Customer within 30 days. Upon execution by both parties, this Proposal and the attached Terms and Conditions shall constitute a binding agreement upon the parties.

Qwest Corporation

Authorized Signature _____

Name Printed/Typed: Teresa Beer

Title: Fixed Assets Accountant

Date: _____

Customer

Authorized Signature _____

Name Printed/Typed: _____

Title: _____

Date: _____

NOTE: CONTRACT TERMS AND CONDITIONS ARE PRINTED ON PAGE 2 OF THIS DOCUMENT.

The Proposal, these Terms and Conditions and all terms and conditions in the applicable tariff, catalog, or price schedules constitute the entire agreement between the parties (the "Agreement") and supersede all previous agreements between Qwest and Customer relating to the Work and related subject matter hereof. No other terms and conditions are applicable, including but not limited to terms and conditions attached to Customer's Purchase Order (PO). In the event that any applicable tariffs, catalogs, price schedules, rules or statutes prohibit performance in accordance with the terms of the Agreement, or have the effect of modifying, superseding, or suspending provisions of the Agreement prior to performance by a Party hereunder, then to the extent of such inconsistency, the Agreement may become null and void, and the Parties may elect to enter into a new agreement or an amendment of the Agreement to conform to such tariffs, catalogs, price lists, rules or statutes.

1. **Customer Responsibilities.** Customer shall furnish all applicable surveys and a description of the Customer site. Customer shall be responsible for, and secure and pay for all necessary permits, approvals, easements, assessments and any other charges required for the Work to be performed under the Agreement on the Customer's Premises. Customer agrees to provide copies of the same, along with any filing information if applicable, to Qwest upon demand.

2. **Concealed/Subsurface Conditions.** Should concealed conditions be encountered below the surface of the ground, or in an existing structure, during the performance of the Work, differing materially from those ordinarily encountered and generally recognized as inherent in the Work, the Agreement Charges shall be equitably adjusted by Change Order upon written claim by either party made within twenty (20) days after the first observance of such conditions.

3. **Safety and Environmental.** Customer understands and acknowledges that should Qwest encounter a hazardous substance and determine that such substance presents a health or physical hazard, Qwest may, without penalty, discontinue work under this contract.

4. **Changes.** Changes in the Work, an adjustment to the proposal price or the timeframe for the Work shall be made by Change Order specifically stated in writing between the parties. The cost or credit to the Customer from a change shall be determined by mutual agreement.

5. **Termination.** In the event Customer elects to abandon the project and terminate this contract for Customer's convenience, Qwest shall be paid for all Work executed and any reasonable expense sustained as of the date of termination.

6. **Title to Equipment and Facilities.** Title to, and ownership of all lines, equipment and other property installed or constructed by Qwest in connection with the Agreement or the provisioning of Service is and remains with Qwest. Customer does not own facilities placed as a result of the Work performed under the Agreement, those facilities are owned solely by Qwest.

7. **Other Communications Services.** The Agreement is independent, separate, and distinct from any local exchange or other communications or other service Qwest currently provides, or may provide in the future to Customer, whether or not Qwest provides or may provide such services to Customer using the Qwest equipment and facilities to which the Agreement

refers. Customer shall be responsible for paying for all other local exchange or other services separate from the payment requirements of the Agreement.

8. **Warranty.** Qwest shall perform the Work in a professional manner, consistent with industry standards, and shall conform to the specifications set forth herein. All workmanship for the Work performed under the Agreement is guaranteed against defects for a period of six (6) months from the date of completion. **THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING BUT NOT LIMITED TO, ANY OTHER WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AS APPLICABLE TO THE WORK PERFORMED UNDER THE AGREEMENT.** The exclusive remedy for a breach of this warranty shall be that Qwest will re-perform any part of the Work which is found to be defective. Qwest shall not be responsible for damage to its work by other parties or for improper use of the equipment by others.

9. **General.** This Agreement shall be governed by the state within in which the facilities are located, or in the case of interstate facilities the laws of the State of New York, without regard to its choice of law principles; provided however, that Work may also be subject to the Communications Act of 1934, as amended or applicable State tariff, catalogs or price lists. Neither party's failure to insist upon strict performance of any provision of this Agreement shall be construed as a waiver of any of its rights hereunder. Customer may not assign this Agreement or any of its rights or obligations hereunder without the prior written consent of Qwest, which consent will not be unreasonably withheld. Customer may not assign to a reseller or a communications carrier under any circumstances. This Agreement is intended solely for Qwest and its affiliates and Customer and it shall not benefit or be enforceable by any other person or entity. All amendments to this Agreement shall be in writing and signed by the parties' authorized representatives. ~~Electronic signatures of authorized representatives of both parties shall be deemed to be original signatures for purposes of this Agreement.~~ Qwest may act in reliance upon any instruction, instrument, or signature reasonably believed by Qwest to be genuine and Customer agrees that any employee of Customer who gives any written notice or other instruction has the authority to do so.

10. **For Qwest Affiliate Transactions Only.** If under applicable law, this Agreement, or notice thereof, must be filed with a governmental entity, including but not limited to a state public utility commission, this Agreement shall not become effective with respect to any jurisdiction having such requirements until the filings have occurred.

9/10/2008



Petra Inc
Attn: Tom Coughlin
1097 N Rosario St
Meridian, ID 83642

Re: 36 E Broadway Ave, Meridian ID

BAN Number H83A280

Tom Coughlin,

Attached is one copy of our Special Construction Proposal, together with the attached Terms and Conditions should you decide to move forward with this project. Please review the Proposal and attached Terms and Conditions. If acceptable, return the a copy, signed at the acceptance paragraph, and an advanced form of payment for the Total Charges in the amount of \$3,743.87 Please note, your job will not be scheduled until we are in receipt of the above.

~~After we have received the above from you, we will return one fully executed copy for your records.~~
The fully executed Special Construction Proposal, including the attached Terms and Conditions, will constitute the agreement between you and Qwest for the Work.

Send all documents and payments to:

Qwest Asset Accounting Operations - BART
700 W. Mineral Ave
Room North Dakota
Littleton, CO 80120

If you are providing a Purchase Order as a form of payment, please sign, date and return the Purchase Order for the amount of \$3,743.87 and return with your signed Proposal. You will be invoiced upon full execution of the Agreement.

If you have any questions regarding the scheduling of the work to be performed, please contact Qwest representative, Janet Sanchotena at 208-385-2344.

If you are interested in an electronic payment option, Electronic Funds Transfer (EFT) is available and instructions will be provided to you upon request.

Sincerely,

Asset Accounting Operations
Email: Suzanna.Baca@qwest.com
303 707-3635
303-707-9978

enclosures

CM002492

003370



JIM'S APPLIANCE & FURNITURE, INC.

1115 LUSK ST
BOISE, IDA 706
PH. (208) 345-7711
FAX (208) 385-9836
Off Capitol Blvd.
Near Ann Morrison Park
www.jimsappliance.com

RECEIVED

SEP 08 2008

INVOICE NO.

321107

Page: 1 OF 1

Since 1960 "Ask Your Neighbor"

CONTRACTOR		DATE		REC. ACCT.	COD	CHARGE	CR APP	FINANCE COMPANY			
		08/08/2008									
CUSTOMER				SHIP TO							
3234500 PETRA INC 1097 N. ROSARIO STREET MERIDIAN ID 83642 (208) 323-4500 Ext: (208) 323-4507 Ext:				MERIDIAN CITY HALL (NEW) C/O SCOTT @ JOB cell#941-5950 GENE @ OFFICE cell#860-7507 <i>will call 1 to 2 weeks</i>							
CUSTOMER P.O. NO.		TAX EXEMPT NO.		SALES REP.		SHIP VIA					
#08-0412				STUART		DELIVERY					
COMMENTS				DELIVERY DATE							
PO# 08-0412				DATE	AM PM	MON	TUES	WED	THUR	FRI	SAT
QUANTITY		ITEM NO.		DESCRIPTION		SERIAL NUMBERS		UNIT PRICE		EXTENDED PRICE	
3		GLDA690MWW		GE ADA WHITE DISHWASHER				\$489.00		\$1,467.00	
VOLUME BUILDER QUOTE... ADA COMPLIANT STILL REQUIRES MIN. HIEGHT OF 34 1/2" INDEPENDENT INSTALLER FRANK MORALES #345-3643 HAS ALREADY BEEN TO JOB SIGHT TO MEASURE WITH SCOTT OF PETRA FRANK SCHEDULED WITH SCOTT TO DO INSTALL AT PETRAS EXPENSE <i>01-930 OFE Export</i> <i>3 DISHWASHERS - PURCHASED AT CITY REQUEST</i> Job Name: <u>Mech</u> Job Number: <u>06-06-26</u> Cost Code: <u>01-930</u> Authorized by: <u>[Signature]</u> Date Posted: <u>By:</u> Budget: <u>Over Budget:</u>											
TERMS & CONDITIONS...PLEASE READ											
TERMS OF SALE: Material as itemized above remains the property of JIM'S APPLIANCE, until fully paid. Accounts are due and payable in full by the 10th of the month following date of sale. A FINANCE CHARGE OF 1.75% PER MONTH, WHICH IS 21% PER ANNUM, will be charged on past due accounts. Purchaser agrees to pay a reasonable attorney's fee and other costs of collection after default and referral to an attorney. All claims must be made within 10 days. No credit allowed for goods returned without written approval. LAY-A-WAY: 50% DOWN ON ALL ORDERS. 20% PER MONTH ON LAY-A-WAYS. MAXIMUM - 90 DAYS. 20% RESTOCKING CHARGE ON ALL CANCELLED ORDERS. <input type="checkbox"/> I DECLINE TO PURCHASE EXTENDED WARRANTY. <i>PO# 08-0412</i> <i>Phone by Gene 8/8/08</i>											
BY <u>[Signature]</u> BUYER'S SIGNATURE DATE <u>8/8/08</u>											
WE ACKNOWLEDGE RECEIVING IN GOOD CONDITION THE MERCHANDISE MENTIONED ABOVE AND THAT THE DELIVERY IS COMPLETE AND CUSTOMER HAS INSPECTED THE MERCHANDISE AND THEIR HOME FOR DAMAGE AND HAS FOUND NO PROBLEMS AND IS SATISFIED WITH THE JOB.											
BY <u>[Signature]</u> BUYER'S SIGNATURE DATE											
The undersigned has purchased an appliance from JIM'S APPLIANCE which requires the installation of an anti-tip protective bracket. JIM'S APPLIANCE recommends the installation of this bracket and will provide this installation for its standard fee for this service. The undersigned hereby waives the installation of the anti-tip protect bracket by JIM'S APPLIANCE assumes full responsibility for the installation of same as required by the manufacturer. The undersigned further agrees to release, save and hold JIM'S APPLIANCE harmless for any and all claims, damages, or causes of action arising from the installation of the anti-tip protective bracket by the customer or the failure to install same.											
5. DOWN PAYMENT CASH CHECK # BK. CARD											
6. NET UNPAID BALANCE											
1. SUB-TOTAL OF PURCHASE \$1,467.00											
2. SALES TAX \$88.02											
3. ENVIRONMENTAL DISPOSAL / DELIVERY \$0.00											
4. TOTAL OF LINE 1, 2, 3, 4, 5 \$1,555.02											
5. DOWN PAYMENT CASH CHECK # BK. CARD \$0.00											
6. NET UNPAID BALANCE \$1,555.02											

CUSTOMER

Thank You - We appreciate your business.

CM002493

003371

Boise Metal Works

P.O. Box 190002
Boise, Idaho 83709

Invoice

Date	Invoice #
8/26/2008	8131

Bill To
Petra Incorporated 1097 N. Rosario St. Meridian, Idaho 83642

P.O. No.	Terms	Project
JV 18080	Net 30	

Qty	Description	Rate	Amount
	Wall Mounted Handrail (2) 3rd & 4th Floor Meridian City Hall Installed	705.00	705.00
Job Name: <u>MCHA</u> Job Number: <u>040678</u> Cost Code: <u>BC</u> - <u>AWC</u> Authorized by: <u>1</u> <u>1</u> Date Posted: <u>By:</u> Budget: <u>By:</u> Over Budget: <u>By:</u> 01-930 JOB CONDITIONS PH HANDRAIL Rework = REPL B/C AWC			
		Subtotal	\$705.00

YOU MAY TAKE 2% DISCOUNT IF PAID IN 10 DAYS.

NOTICE: 1.5% monthly (18% annual) service charge will be charged on any account balances 30 days past due.

Sales/Use Tax (6.0%)	\$0.00
Total	\$705.00
Payments/Credits	\$0.00
Balance Due	\$705.00

Phone #	Fax #
208-376-7777	208-658-1862

CM002494

003372



FAB WORK ORDER # **8131**

CUSTOMER NAME Petra
 ADDRESS 1097 Rosario St.
 CITY Meridian STATE Idaho ZIP 83642
 PHONE _____

MAKE _____
 MODEL _____
 YEAR _____

BY <u>B</u>	CASH	CHARGE <u>X</u>	REC'D ON ACCT.	P.O. # <u>JV 18080</u>	DATE <u>8-26-08</u>

	PRICE		AMOUNT	
Wall mounted handrail (2)			705	-
3rd to 4th floor.				
Meridian City Hall				
installed				
MATERIAL TOTAL				
TAX				
LABOR TOTAL				
TOTAL			705	-

Authorized Signature _____ Date _____



Purchase Order Log

PO #	Vendor	Date	Job #	Job Name	Cost Code	Description
JV 18080	Boise Metal Works	8/21/2008	60675	MCH	BC	New Rail- AWI

CM002496

003374

Crawford Door of Idaho
4951 Bradley St. Suite B
Boise ID 83714

RECEIVED
SEP 12 2008

VOICE	2028-2
DATE	9/10/2008
PAGE	1

Bill to:

PETRA INC
1097 NORTH ROSARIO STREET
MERIDIAN ID 83642

Ship to:

PETRA INC
MERIDIAN CITY HALL
33 EAST BROADWAY AVE.
MERIDIAN IDAHO 83642

PETR002		BELTM				
1	ROLNT	2 FLUSH MOUNTED PUSHED BUTTON STATIONS WITH STAINLESS STEEL FACEPLATES.	EACH	\$0.00	\$130.00	\$130.00
		<p><i>SPRINT WITH SURFACE MOUNTED</i></p>				
<p>Job Name: <i>McH</i> Job Number: <i>060625</i> Cost Code: <i>01-930</i> Authorized by: <i>[Signature]</i> Date Posted: _____ By: _____ Budget: _____ Over Budget: _____</p>		<p>ENTERED SEP 22 2007</p>				
				<p>Subtotal \$130.00 Tax \$0.00 Total \$130.00</p>		

CM002497

003375

AUG. 27. 2008 9:17AM

WFFORD DOOR SALES

T-023 P.001/001 F-864

NO.186 P.1/1

CRAWFORD DOOR SALES

OF IDAHO, INC.

P.O. Box 140158

Boise, Idaho 83714

Tel. (208) 375-6410

Fax (208) 375-6474

ID PUBLIC WORKS LIC. NO. 14897-A-4(47)

Idaho Lic. No. ROC-4632

Job # 2028

To: Jack
Petry, Inc.
Ph: 888-0328
Fax: 888-0834

Project: Meridian City Hall
Meridian, Idaho

As per your request the cost to furnish two (2) flush mounted push button stations with stainless steel faceplates is \$130.00 (\$65.00 each). The control stations are to be installed and wired by others.

We can have stations delivered to the site as soon as we receive written acceptance of this add. Please contact me if you have any questions or need more information.



Michael J. Beltrami
VP - General Manager
Date: August 27, 2008

Approved: Jack Vaughan
8-28-08
J Vaughan

~~025
0000000
5000000
Meridian City Hall
08-0875~~ #23
9/30/08

DATE	DESCRIPTION	AMOUNT	BALANCE
12/15/19	RECEIVED FROM CITY OF LOS ANGELES	100.00	100.00
12/16/19	PAYROLL	50.00	50.00
12/17/19	PAYROLL	50.00	0.00
12/18/19	PAYROLL	50.00	50.00
12/19/19	PAYROLL	50.00	0.00
12/20/19	PAYROLL	50.00	50.00
12/21/19	PAYROLL	50.00	0.00
12/22/19	PAYROLL	50.00	50.00
12/23/19	PAYROLL	50.00	0.00
12/24/19	PAYROLL	50.00	50.00
12/25/19	PAYROLL	50.00	0.00
12/26/19	PAYROLL	50.00	50.00
12/27/19	PAYROLL	50.00	0.00
12/28/19	PAYROLL	50.00	50.00
12/29/19	PAYROLL	50.00	0.00
12/30/19	PAYROLL	50.00	50.00
12/31/19	PAYROLL	50.00	0.00
1/1/20	PAYROLL	50.00	50.00
1/2/20	PAYROLL	50.00	0.00
1/3/20	PAYROLL	50.00	50.00
1/4/20	PAYROLL	50.00	0.00
1/5/20	PAYROLL	50.00	50.00
1/6/20	PAYROLL	50.00	0.00
1/7/20	PAYROLL	50.00	50.00
1/8/20	PAYROLL	50.00	0.00
1/9/20	PAYROLL	50.00	50.00
1/10/20	PAYROLL	50.00	0.00
1/11/20	PAYROLL	50.00	50.00
1/12/20	PAYROLL	50.00	0.00
1/13/20	PAYROLL	50.00	50.00
1/14/20	PAYROLL	50.00	0.00
1/15/20	PAYROLL	50.00	50.00
1/16/20	PAYROLL	50.00	0.00
1/17/20	PAYROLL	50.00	50.00
1/18/20	PAYROLL	50.00	0.00
1/19/20	PAYROLL	50.00	50.00
1/20/20	PAYROLL	50.00	0.00
1/21/20	PAYROLL	50.00	50.00
1/22/20	PAYROLL	50.00	0.00
1/23/20	PAYROLL	50.00	50.00
1/24/20	PAYROLL	50.00	0.00
1/25/20	PAYROLL	50.00	50.00
1/26/20	PAYROLL	50.00	0.00
1/27/20	PAYROLL	50.00	50.00
1/28/20	PAYROLL	50.00	0.00
1/29/20	PAYROLL	50.00	50.00
1/30/20	PAYROLL	50.00	0.00
1/31/20	PAYROLL	50.00	50.00
2/1/20	PAYROLL	50.00	0.00
2/2/20	PAYROLL	50.00	50.00
2/3/20	PAYROLL	50.00	0.00
2/4/20	PAYROLL	50.00	50.00
2/5/20	PAYROLL	50.00	0.00
2/6/20	PAYROLL	50.00	50.00
2/7/20	PAYROLL	50.00	0.00
2/8/20	PAYROLL	50.00	50.00
2/9/20	PAYROLL	50.00	0.00
2/10/20	PAYROLL	50.00	50.00
2/11/20	PAYROLL	50.00	0.00
2/12/20	PAYROLL	50.00	50.00
2/13/20	PAYROLL	50.00	0.00
2/14/20	PAYROLL	50.00	50.00
2/15/20	PAYROLL	50.00	0.00
2/16/20	PAYROLL	50.00	50.00
2/17/20	PAYROLL	50.00	0.00
2/18/20	PAYROLL	50.00	50.00
2/19/20	PAYROLL	50.00	0.00
2/20/20	PAYROLL	50.00	50.00
2/21/20	PAYROLL	50.00	0.00
2/22/20	PAYROLL	50.00	50.00
2/23/20	PAYROLL	50.00	0.00
2/24/20	PAYROLL	50.00	50.00
2/25/20	PAYROLL	50.00	0.00
2/26/20	PAYROLL	50.00	50.00
2/27/20	PAYROLL	50.00	0.00
2/28/20	PAYROLL	50.00	50.00
2/29/20	PAYROLL	50.00	0.00
3/1/20	PAYROLL	50.00	50.00
3/2/20	PAYROLL	50.00	0.00
3/3/20	PAYROLL	50.00	50.00
3/4/20	PAYROLL	50.00	0.00
3/5/20	PAYROLL	50.00	50.00

CM002499

003377

CITY HALL PROJECT

APPROVED FOR PAYMENT

PO # 08-0298

Contract # _____

Purchasing Agent Approval:

[Signature]

Council Approval:

[Signature]

12/15/08

CM002500

003378

City of Meridian
33 East Idaho Street
Meridian, ID 83842

APPLICATION #:
APPLICATION DATE:
PERIOD TO:
PROJECT NAME:
PROJECT NO:

Revised
Date Corrected

A	B	C	D	E	F	G	H	I	J	K	L	
LINE	DESCRIPTION OF WORK	SCHEDULED VALUE	ORIGINAL VALUE	CHANGE ORDERS	FROM PREVIOUS APPLICATION	THIS PERIOD	TOTAL COMPLETED AND STORED TO DATE	%	BALANCE TO FINISH	RETENTION %	SUB CONTRACTORS	NET PAYMENT AMOUNT
	PHASE 3 - General Condition Refinishing	-	-	-	-	-	-	0%	-	-	Gen Cond Phase - 3	-
	Clean Up	-	-	-	-	-	-	0%	-	-	-	-
01-485	Twice Weekly Clean Up	600.00	500.00	-	228.00	68.04	284.44	57%	216.00	14.22	-	\$ 68.04
01-486	Street Clean Up	1,000.00	1,000.00	-	177.72	138.00	361.72	30%	698.28	16.00	-	\$ 138.00
	Temporary Utilities	-	-	-	-	-	-	0%	-	-	-	-
01-448	Temp Power	11,895.38	11,800.38	-	3,873.87	6,621.31	10,495.38	87%	1,600.00	\$30.36	-	\$ 6,621.31
01-662	Temp Water	2,000.00	2,000.00	-	-	218.00	218.00	11%	1,781.91	10.90	-	\$ 218.00
	Water/Safe & Storage	-	-	-	-	-	-	0%	-	-	-	-
01-535	Bugholes & Potholes	3,750.00	3,750.00	-	881.89	48.41	897.30	16%	3,160.70	28.87	-	\$ 48.41
01-548	Drinking Water	500.00	500.00	-	417.37	-	417.37	83%	62.63	20.67	-	\$ -
01-512	Photocopies	1,140.00	1,140.00	-	624.20	174.90	800.80	61%	440.40	34.88	-	\$ 174.90
01-586	Project Meetings	1,000.00	1,000.00	-	46.13	173.80	177.15	19%	922.87	8.08	-	\$ 173.80
01-624	Project Deliverables	1,000.00	1,000.00	-	822.68	98.84	967.80	96%	112.40	44.30	-	\$ 98.84
01-620	Plans & Printing	2,000.00	2,000.00	-	1,280.85	142.88	1,553.83	77%	480.17	78.89	-	\$ 142.88
	Reimbursable Expenses	400.00	400.00	-	-	-	-	0%	400.00	-	-	\$ -
01-636	Small Tools	861.80	861.80	-	1,121.81	886.06	1,716.89	202%	(855.09)	65.83	-	\$ 886.06
01-618	Material Delivery	1,000.00	1,000.00	-	200.28	1,238.37	1,438.65	143%	(438.65)	71.54	-	\$ 1,238.37
	Survey	-	-	-	-	-	-	0%	-	-	-	\$ -
01-523	Stencils (CNAME)	37,500.00	37,500.00	-	20,630.00	8,687.40	24,212.50	61%	3,287.50	1,710.63	-	\$ 8,687.40
01-522	Safety Review Consultant (TRALAG)	8,000.00	8,000.00	-	3,000.00	1,650.00	2,670.00	91%	530.00	181.00	-	\$ 1,650.00
01-625	Public Meeting and Labor	1,000.00	1,000.00	-	822.68	98.84	967.80	96%	112.40	44.30	-	\$ 98.84
01-626	Stencils	5,000.00	5,000.00	-	254.27	864.33	1,038.60	32%	1,781.20	41.93	-	\$ 864.33
	Production	-	-	-	-	-	-	0%	-	-	-	\$ -
01-681	Survey Checkpoints	1,200.00	1,200.00	-	141.00	-	141.00	12%	1,059.00	7.83	-	\$ -
01-644	Temp Housing	1,000.00	1,000.00	-	364.04	396.19	644.23	64%	355.77	30.21	-	\$ 396.19
01-650	Temp Protection	600.00	600.00	-	144.72	266.49	416.13	89%	68.86	25.81	-	\$ 266.49
01-662	Temp Power / Bombardier	1,000.00	1,000.00	-	836.40	-	836.40	83%	74.00	48.27	-	\$ -
	Maintenance/Operation	-	-	-	-	-	-	0%	-	-	-	\$ -
01-604	Project Trailer	9,833.33	9,833.33	-	5,498.37	4,363.88	9,832.25	100%	-	691.86	-	\$ 4,363.88
01-568	Trucks	4,000.00	4,000.00	-	2,199.20	888.30	2,850.19	82%	1,149.81	142.81	-	\$ 888.30
01-688	Trash Box	11,000.00	11,000.00	-	7,884.90	3,294.78	10,349.28	94%	650.74	817.40	-	\$ 3,294.78
	Survey/Field Engineering	-	-	-	-	18.30	18.30	(18.30)	-	-	-	\$ 18.30
01-116	Edna West Outlets	78,889.47	78,889.47	-	-	16,782.31	10,782.31	66.917	66,917.16	-	-	\$ 16,782.31
		-	-	-	-	-	-	0%	-	-	-	\$ -
		-	-	-	-	-	-	0%	-	-	-	\$ -
		-	-	-	-	-	-	0%	-	-	-	\$ -
		-	-	-	-	-	-	0%	-	-	-	\$ -
		-	-	-	-	-	-	0%	-	-	-	\$ -
		-	-	-	-	-	-	0%	-	-	-	\$ -
		-	-	-	-	-	-	0%	-	-	-	\$ -
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		-	-	-	-	-	-	0%	-	-	-	\$ -
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		-	-	-	-	-	-	0%	-	-	-	\$ -
		-	-	-	-	-	-	0%	-	-	-	\$ -
		-	-	-	-	-	-	0%	-	-	-	\$ -
		-	-	-	-	-	-	0%	-	-	-	\$ -
		-	-	-	-	-	-	0%	-	-	-	\$ -
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		-	-	-	-	-	-	0%	-	-	-	\$ -
		-	-	-	-	-	-	0%	-	-	-	\$ -
		-	-	-	-	-	-	0%	-	-	-	\$ -
		-	-	-	-	-	-	0%	-	-	-	\$ -
		-	-	-	-	-	-	0%	-	-	-	\$ -
		-	-	-	-	-	-	0%	-	-	-	\$ -
		-	-	-	-	-	-	0%	-	-	-	\$ -
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		-	-	-	-	-	-	0%	-	-	-	\$ -
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		-	-	-	-	-	-	0%	-	-	-	\$ -
		-	-	-	-	-	-	0%	-	-	-	\$ -
		-	-	-	-	-	-					

\$ 181,828.00
\$ 181,828.00
\$

CM002501

003379

Date: 10/01/2008
Time: 08:55:35 AM

** OB COST DETAIL - BY LINE I ***
(job history only)

Report Code: 28.81
Page: 1

Company No. 1 PETRA Incorporated

Printing: Open Jobs Only Job Range 060675 thru 060675

Phase Codes 01 thru 01 Cost Codes 110 thru 110 Period Range: 9, 2008 thru 9, 2008

TYPE	PHASE	COST	CHG	JOURN	---	REFERENCE---	VEND	-----	G/L-----	MTL/EQP	UNITS	LAB/EQP	PERIOD
		CODE	ORD	#	DATE	NO	CUST	PERIOD	ACCOUNT	CODE		HOURS	AMOUNT
Job No: 060675 Meridian City Hall													
COST	01	110		Extra Work Orders									
OTH	MERIDIAN CITY HALL			AP736	09/23/08	092308	IDAPOW	9	2008	4060			654.00
OTH	MERIDIAN CITY HALL			AP750	07/11/08	07-8272	BUSMEC	9	2008	4060			1,733.67
OTH	MERIDIAN CITY HALL			AP750	09/10/08	122255	LASASC	9	2008	4060			597.84
OTH	MERIDIAN CITY HALL			AP750	09/05/08	1568	RULSTE	9	2008	4060			2,000.00
OTH	MERIDIAN CITY HALL			AP768	07/28/08	07-8348	BUSMEC	9	2008	4060			971.85
OTH	MERIDIAN CITY HALL			AP768	09/22/08	1339	COBCON	9	2008	4060			400.00
OTH	MERIDIAN CITY HALL			AP768	09/12/08	080912	IDACUS	9	2008	4060			159.00
OTH	MERIDIAN CITY HALL			AP768	09/22/08	080922	IDACUS	9	2008	4060			1,500.00
OTH	MERIDIAN CITY HALL			AP768	09/24/08	5141	INTINT	9	2008	4060			2,025.00
OTH	MERIDIAN CITY HALL			AP778	09/04/08	09-8351	BUSMEC	9	2008	4060			653.56
OTH	MERIDIAN CITY HALL			AP778	09/24/08	116934	TATES	9	2008	4060			87.39
LAB	MOVED FROM 01-890			JC551	09/24/08	CSC		9	2008	4030		3.50	58.24
BRD	MOVED FROM 01-890			JC551	09/24/08	CSC		9	2008	4040			13.66
LAB	MOVED FROM 01-890			JC551	09/24/08	CSC		9	2008	4030		6.50	108.16
BRD	MOVED FROM 01-890			JC551	09/24/08	CSC		9	2008	4040			25.34
												10.00	10,987.71

Job Period Cost: 10,987.71

CM002502

003380

EQULSITION

TO: Edna Power
msk

9-23-08

REQUISITIONED BY

SHIP BY

SHIP VIA

F.O.B.

DATE REQUIRED BY

Purchase order number must appear on all forms relating to this order.

If applicable – under the "Description" column, include job name, number, and cost code.

SHIP TO:

Requested By:

Please allow one week to process your request.

Date _____

Temp Power - Remote



BUSS MECHANICAL SERVICES, INC.

P.O. BOX 190476
BOISE, ID 83719-0476

SEP 11 2008

Invoice

Date	Invoice #
7/11/08	07-8272

Bill To
PETRA, INC. ATTN: ACCOUNTS PAYABLE 1097 N. ROSARIO PLACE MERIDIAN, ID 83642

P.O. No.	Terms	Due Date	Project Name	Customer A/C #
SCOTT	Net 30	8/10/08	MERIDIAN CITY HALL	PET100
Item	Qty	Description	Rate	Amount
PLUMBING	4	JAYSON - REROUTED PIPING IN SERVER ROOM 311, TO ALLOW FOR ENOUGH ROOM TO FUR OUT WALL	48.00	192.00
MAT. C	1	MATERIALS USED	1,315.54	1,315.54
MAT. C	1	15%OH&P	226.13	226.13
<div>Job Name: <u>MCA</u> Job Number: <u>060625</u> Cost Code: <u>01-110</u> Authorized by: <u>[Signature]</u> Date Posted: <u>SEP 11 2007</u> By: <u>[Signature]</u> Budget: _____ Over Budget: _____</div> <div>ENTERED SEP 11 2007</div>				
PENDING HAD TO BE RE-ROUTE TO AVOID PENBARTING HARD CEILING FOR SERVER RM SEPARATION OK - Pen Scott				
Total				\$1,733.67
Balance Due				\$1,733.67

A late charge of 1.5% (18% annual interest rate) is charged on 30 days balance.

Phone #	Fax #
208-562-0600	208-562-0555

Web Site
www.bussmechanical.com

CM002504
003382

LASASCO INC

P.O. Box 190570 * Boise, ID 83719 11100 Executive Dr. * Boise, ID 83713
(208) 376-0271 * (208) 378-9702 FAX

Bill To
PETRA, INC. 1097 N. ROSARIO ST. MERIDIAN, ID. 83642

Date	Invoice #
9/10/2008	122255

Invoice

RECEIVED
SEP 13 2008

W.O. #	Inv. No.	Terms	Due Date
31354		NET 20	9/30/2008

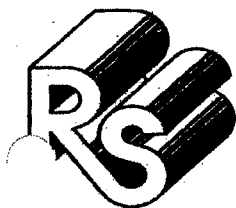
Description	Qty	Amount
MEASURE FAB AND INSTALL 18GA S/S THRESHOLDS Sales Tax	2	0.00T 564.00T 33.84
<i>EXTRA WORK ORDERS</i>		
Job Name: <u>MCH</u>		
Job Number: <u>060678</u>		
Cost Code: <u>01-999 110</u>		
Authorized by: <u>1/1</u>		
Date Posted: <u> </u> By: <u> </u>		
Budget: <u> </u>		
Over Budget: <u> </u>		
<i>THRESHOLDS / WALL CAPS AT TWO THIRD FLOOR DOORS TO ROOFS - TRIM OUT WALL UNDER DOOR - 2 LOCATIONS</i>		
NET 20 DAYS NO DISCOUNT		
Payments/Credits		\$0.00
Balance Due		\$597.84

Idaho Contractors Registration #RCE-2493

CM002505

003383

Invoice



RULE STEEL TANKS, INC.
21986 MIDDLETON ROAD
CALDWELL, ID. 83605
(208)585-3031 (800)769-5636
JIFFY JACKS: (800) 769-5674

SEP 09 2008

Invoice Number: 0001568-IN

Invoice Date: 9/5/2008

Order Number:

Order Date:

Salesperson: STOR

Customer Number: PETRA01

Sold To:
PETRA INC.
1097 N ROSARIO DR
Meridian, ID 83642

Ship To:
PETRA INC.
1097 N ROSARIO DR
Meridian, ID 83642

Confirm To:

Customer P.O.	Ship VIA	JOB #:	Terms			
		K8-0271	30 DAYS			
Item Number	Unit	Ordered	Shipped	Back Ordered	Price	Amount
* PER QUOTE	EACH	10.00	10.00	0.00	100.0000	1,000.00
	1/2 X 3-1/2 X 6 MILD STEEL					
* PER QUOTE	EACH	10.00	10.00	0.00	100.0000	1,000.00
	3/4 X 3-1/2 X 6 MILD STEEL					

ENTERED
SEP 24 2007

ELEVATOR SHIMS - RAIL

Job Name: MCH
Job Number: 000678
Cost Code: 01-110
Authorized by: [Signature]
Date Posted: By: [Signature]
Budget: [Signature]
Over Budget: [Signature]

Net Invoice: 2,000.00
Less Discount: 0.00
Freight: 0.00
Sales Tax: 0.00
Invoice Total: 2,000.00
Less Deposit: 0.00
Invoice Balance: 2,000.00

Payment terms are net 10 days. Purchaser agrees to pay all costs and expenses of collection including interest and attorney's fees. 1 1/2 % interest per month charged on past due accounts. Buyer agrees that he will not hold seller responsible for any liability greater than amount of this sale and the product sold remains the property of Rule Steel Tanks, Inc. until paid in full. I certify the property which has been purchased will be used for the following purpose: (Check box if appropriate) ☐ Raw materials or catalysts used in the production of tangible personal property by mining, manufacturing, processing, fabricating or for farming.

Customer Signature: _____ DATE: _____

SPECIALIZING IN TANKS. STAINLESS STEEL TANKS. SEED BOXES & JIFFY JACKS FOR OVER 40 YEARS.

CM002506

003384



BUSS MECHANICAL SERVICES, INC.
P.O. BOX 190476
BOISE, ID 83719-0476

Invoice

Date	Invoice #
7/28/08	07-8348

Bill To
PETRA, INC. ATTN: ACCOUNTS PAYABLE 1097 N. ROSARIO PLACE MERIDIAN, ID 83642

P.O. No.	Terms	Due Date	Project Name	Customer A/C #
SCOTT	Net 30	8/27/08	MERIDIAN CITY HALL	PET100
Item	Qty	Description	Rate	Amount
PLUMBING	14.5	RICK - DRILLED HOLES THROUGH RAISED FLOOR PANELS FOR PLUMBING PIPES.	48.00	696.00
PLUMBING	2	JOE	48.00	96.00
MAT. C	1	MATERIALS USED	53.09	53.09
MAT. C	1	15%OH&P	126.76	126.76
<div>Job Name: <u>MCH</u> Job Number: <u>060625</u> Cost Code: <u>01-110</u> Authorized by: <u>[Signature]</u> Date Posted: _____ By: _____ Budget: _____ Over Budget: _____</div> <div>ENTERED SEP 29 2007</div> <p><i>Cut/Drill HOLES HOLES for ADD'L PLUMBING</i></p>				
			Total	\$971.85
			Balance Due	\$971.85

A late charge of 1.5% (18% annual interest rate) is charged on 30 days balance.

Phone #	Fax #
208-562-0600	208-562-0555

Web Site
www.bussmechanical.com

Change Order for Penetrations Through Floor
 1/28/08 - (12) Hours & 2 9/16 Hole Saw -

Work Area #117

2/1/08 - 1 1/2 Hours & 2 Pilot Bits

Mens #114

Toilet #131

3/24/08 - 2 Hours & 2 9/16 Bit

Womens #137

Toilet #138

Janitors #139

3/14/08 - 2 1/2 Hours & 2 Pilot Bits

Mens #209

Work Area #212

Work Room #231

4/8/08 - 2 1/2 Hours

Womens #247

Toilet #248

Janitors #249

Conf #256

4/14/08 - 1 1/2 Hours & 2 Pilot Bits 6" Hole Saw

Men #306

Conference #310

5/13/08 - 3 Hours & 2 Pilot Bits 2 9/16 Hole Saw

Womens #318

Toilet #319

Janitor #320

Toilet #342

Open Office #322

5" core drill in basement electrical room 002 2 hrs

80' 2" Copper - 6 2" 90 - 4 hrs

CobbleStone

CONSTRUCTION, INC.

Old World & Traditional Paving Stones

 12 Lakeview Drive
 Horseshoe Bend, Idaho 83629

Invoice

Invoice #

9/22/2008

1339

Bill To

 Petra, Inc
 1097 N Rosario St.
 Meridian, ID 83642

Project/Job

Meridian City Hall

Item	Description	Amount
Installation	Filling the Medallion circle with pavers <i>PENDING THE ARRIVAL OF THE MEDALLION</i> Job Name: <u>MCCH</u> Job Number: <u>060675</u> Cost Code: <u>01-110</u> Authorized by: <u>[Signature]</u> Date Posted: <u> </u> By: <u>[Signature]</u> Budget: <u> </u> Over Budget: <u> </u>	400.00

 ENTERED
 SEP 29 2007

Total \$400.00

Payments/Credits \$0.00

Balance Due \$400.00

 Boise, Idaho
 208-869-1600

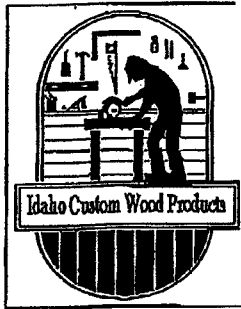
 McCall, Idaho
 208-634-1500

www.IdahoPavers.com

e-mail: cobblestone@speedyquick.net

CM002509

003387



A Tradition of Craftsmanship

IDAHO

CUSTOM WOOD PRODUCTS

11376 PRESIDENT DR. BOISE IDAHO 83713
 Phone (208) 322-2610 Fax (208) 375-2945

CONTRACTING # RCE-3122

REFERENCE

CHANGE ORDER #

DEPARTMENT

PROVIDED BY

Dave

TO JOB: City of Meridian

JNW 080912

CHANGE ORDER DATE: 9/12/08		CUSTOMER PHONE: As per email from Tom - 8/20/08	PLEASE BILL	
ITEM #	QUANTITY ORDERED	DESCRIPTION	UNIT/PRICE	AMOUNT
1				
2				
4				
5	1	BUILD UP RADIUS TO ACCOMMODATE THE WALL CAP		150.00
6		RADIUS TRIM AT 2" OVERLAP		
7		KIGIZ-PLATE		
8		01-110		
9				
10				
11				
12				
13				
14				
15				
16		Job Name: <u>MCTB</u>		
17		Job Number: <u>06075</u>		
18		Cost Code: <u>0110</u>		
19		Authorized by: <u>[Signature]</u>		
20		Date Posted: <u>[Signature]</u> By: <u>[Signature]</u>		
21		Budget: <u>[Signature]</u>	tax	8.00
22		Over Budget: <u>[Signature]</u>	Installation	n/a
23				
24				
25			TOTAL	\$159.00
DATE:		SIGNATURE		

ENTERED
SEP 28 2007

CM002510

003388



A Tradition of Craftsmanship

IDAHO

CUSTOM WOOD PRODUCTS

11376 PRESIDENT DR. BOISE IDAHO 83713

Phone (208) 322-2610 Fax (208) 375-2945

CONTRACTING # RCE-3122

REFERENCE

CHANGE ORDER #

DEPARTMENT

PROVIDED BY

Dave

TO JOB: City of Meridian

INV# 080922

ITEM #	QUANTITY ORDERED	DESCRIPTION	UNIT/PRICE	AMOUNT
1				
2				
4				
5	1	extra shipping cost to expedite new veneer materials		1,500.00
6				
7		012 - Pan GB		
8				
9		REPLACES VENEER - APPEARANCE		
10		NOT SATISFACTORY DUE TO		
11		LOW VOC - WATER BASED GLUES		
12		01-110		
13				
14				
15		Job Name: MCIX		
16		Job Number: 860675		
17		Cost Code: 01-110		
18		Authorized by: [Signature]		
19		Date Posted: By: [Signature]		
20		Budget:		
21		Over Budget:		
22			tax	n/a
23			installation	n/a
24				
25			TOTAL	\$1,500.00

DATE: SIGNATURE

CM002511

003389

SEP 25 2008

Invoice

From: Integrated Interiors PMB # 337, 3313 W. Cherry Lane Meridian Id. 83642	No. 5141
To: Petra Incorporated 1097 N. Rosario Street Meridian, Id. 83642	Work Performed at: New Meridian City Hall 33 East Broadway Avenue Meridian, Id. 83642

Date: 9-24-2008**Description of Work Performed:****New Controls for the Motorized Window Shades**

All Material is guaranteed to be as specified, and the above work was performed in accordance with the drawings and specifications provided, for the above work, and was completed in a substantial workmanlike manner for the agreed sum of:

Two Thousand and Twenty-Five Dollars**(\$ 2,025.00)**

This is a ☐ Partial ☒ Full invoice due and payable by: upon receipt
September Month 24 Day 2008 Year

In accordance with our ☒ Agreement ☐ Proposal
Dated September Month 16 Day 2007 Year

Job Name: MCH
Job Number: 060675
Cost Code: 01-110
Authorized by: [Signature]
Date Posted: By:
Budget:
Over Budget:

ENTERED
SEP 25 2008



BID PROPOSAL INTEGRATED INTERIORS

RECEIVED

SEP 25 2008

3313 W. Cherry Lane Meridian, Id. 83642

IntegratedInteriors@yahoo.com ph. 208-936-1215 fax 208-629-8293

License # 16721-C-3-4 (02950, 06100, 09110, 09500, 12011, 12490, 13970) RCT-20085

PROPOSAL SUBMITTED TO:

NAME	Petra Incorporated	PHONE / FAX	888-0334	DATE	9/16/2008
STREET	1097 N. Rosario	JOB NAME	Meridian City Hall		
CITY	Meridian, Id.		Meridian		
STATE	Idaho	ESTIMATOR	Jason Tupper	STATE	Idaho

I propose to furnish all materials and perform all labor necessary to complete the following:

These are the Changes that have been made for the Motorized Window Shades

Delete Controls per Bid Contract \$ 475.00
Isolating Relays for each Shade- 9ea.

ADD Controls per New Switching Request \$ 2,500.00
Add Switch and New Control Boxes for Room 133
Add Switch and New Control Boxes for Room 343
Add Switch and New Control Boxes for Room 346

Total Change ADD

Job Name: McH
Job Number: 060675
Cost Code: 719
Authorized by: 1/1/1
Date Posted: By:
Budget: \$ 2,025.00
Over Budget:

All of the work to be completed in a substantial and workmanlike manner for the sum of Two Thousand and Twenty Five
Dollars (\$ \$2,025.00) Payment to made each Month as the work
progresses to the value of One Hundred percent (100 %) of all work completed. The
entire amount of the contract to be paid with in 30 days after completion.

Any alterations or deviation from the above specifications involving extra cost of material or labor will be executed upon written order for same, and will become an extra charge over the sum mentioned in this contract. All agreements must be made in writing.

Authorized Signature

Jason Tupper

ACCEPTANCE

You are hereby authorized to furnish all materials and labor required to complete the work mentioned in the above proposal for which
agree to pay the amount mentioned in said proposal and according to the terms thereof.

Date:

Signature:

CM002513

003391



BUSS MECHANICAL SERVICES, INC.
P.O. BOX 190476
BOISE, ID 83719-0476

RECEIVED

SEP 24 2008

Invoice

Date	Invoice #
9/4/08	09-8351

Bill To

PETRA, INC.
ATTN: ACCOUNTS PAYABLE
1097 N. ROSARIO PLACE
MERIDIAN, ID 83642

P.O. No.	Terms	Due Date	Project Name	Customer A/C #
PER SCOTT	Net 30	10/4/08	MERIDIAN CITY HALL	PET100
Item	Qty	Description	Rate	Amount
SERVICE CALL	8	JAYSON-HOOKED UP DISHWASHER IN BREAKROOMS 340, 133, 252. EXTEND ICE MAKER LINE IN 340 TO ALLOW FOR RELOCATED SINK. ALSO WATER AND DRAIN LINES IN 340.	48.00	384.00
SERVICE CALL	2	JOE-	48.00	96.00
MAT. C	1	MATERIALS USED-	88.31	88.31
MAT. C	1	15% OH&P	85.25	85.25
<div>Job Name: <u>mech</u> Job Number: <u>060675</u> Cost Code: <u>01-110</u> Authorized by: <u> </u> Date Posted: <u> </u> By: <u> </u> Budget: <u> </u> Over Budget: <u> </u></div>				
Thank you for your business!			Total	\$653.56
			Balance Due	\$653.56

A late charge of 1.5% (18% annual interest rate) is charged on 30 days balance.

Phone #	Fax #
208-562-0600	208-562-0555

Web Site
www.bussmechanical.com

CM002514
003392

Tates Rents - Meridian

401 N. Main
Meridian, ID 83642
www.tatesrents.com

208-388-7338 phone
208-388-2847 fax

Status: **Closed**

Invoice #: 416984
Data Out: Wed 9/24/2008 9:47 AM
Operator: TED LARSEN

Customer # 3958

PETRA, INC.

208-324-5001 FAX 208-324-1147

Terms: On Account

Picked up By: PAT

1097 N ROSARIO PLACE

MERIDIAN, ID 83642

PO Box 518

Job # PG80509

Qty	Key	Items Rented	Status	Returned Date	Rental Fee
1	3304#5001	HAND HELD DEMOLITION HAMMER	Returned	9/25/08 10:12am	\$70.40
1	1217-5	CHIPPING CHISEL	Returned	9/25/08 10:12am	2.00

Qty	Key	Items Sold	Status	Price Each	Price
2	202-5	PAINT, YELLOW MARKING	Sold	4.99	\$9.98

Remit payment to: PO Box 7338, Boise, ID 83707

Contract Signature:

[Signature]

Date: 9/24/2008 9:56AM

Modification # 1

Job Name: MCH
Job Number: 060675
Cost Code: 01-110
Authorized by:
Date Posted: By:
Budget:
Over Budget:

ENTERED
SEP 25 2008

RENTAL CONTRACT		EQUIPMENT PROTECTION PLAN	
EQUIPMENT PROTECTION PLAN IS NOT INSURANCE			
For an additional fee of 25% of the total rental fee, customers may elect to obtain additional coverage for theft and damage to equipment on terms and conditions specified on reverse. Equipment protection plan does not cover the:			
ACCEPT	DECLINE		
<p>AFTER THE EQUIPMENT IS DELIVERED TO THE RENTER, THE RENTER SHALL BE RESPONSIBLE FOR THE EQUIPMENT. THE RENTER SHALL SIGN THE EQUIPMENT RENTAL AGREEMENT AND RETURN IT TO THE LESSOR. THE RENTER SHALL BE RESPONSIBLE FOR THE EQUIPMENT UNTIL IT IS RETURNED TO THE LESSOR. THE RENTER SHALL BE RESPONSIBLE FOR THE EQUIPMENT UNTIL IT IS RETURNED TO THE LESSOR. THE RENTER SHALL BE RESPONSIBLE FOR THE EQUIPMENT UNTIL IT IS RETURNED TO THE LESSOR.</p>			
SIGNATURE		PETRA, INC.	

Item	Amount
Rental	372.40
EPP	40.00
Sales Tax	39.98
Delivery Charge	10.00
Mileage Charge	30.00
Subtotal	492.38
Idaho Sales Tax	41.95
TOTAL	534.33
PAID	30.00
AMOUNT DUE	504.33

Printed on 9/25/2008 10:13:27 am

Open Mon-Sat 7am-6pm, Sun. 9am-3pm
Software by Point-of-Rental Systems WWW.POINT-OF-RENTAL.COM

Modification #2

CM002515

003393

003394

Date: 09/30/2008

**

IB COST DETAIL - BY LINE I

Report Code: 28.81

Time: 02:20:25 PM

(job history only)

Page: 1

Company No. 1 PETRA Incorporated

Printing: Open Jobs Only Job Range 060675 thru 060675

Phase Codes 01 thru 01 Cost Codes 485 thru 485 Period Range: 9, 2008 thru 9, 2008

TYPE	PHASE	COST	CHG	JOURN	---REFERENCE---	VEND	-----G/L-----	MTL/EQP	UNITS	LAB/EQP	PERIOD
		CODE	ORD	#	DATE	NO	CUST	PERIOD	ACCOUNT	HOURS	AMOUNT

Job No: 060675 Meridian City Hall

COST	01	485	Twice Weekly Clean Up									
LAB	P/R	PE	08/30/08	PR135	08/30/08		9	2008	4030	2.00	45.02	
BRD	P/R	PE	08/30/08	PR135	08/30/08		9	2008	4040		10.92	
										2.00	55.94	

Job Period Cost: 55.94

CM002518

003396

Date: 09/30/2008

*** B COST DETAIL - BY LINE IT ***

Report Code: 28.81

Time: 02:20:58 PM

(job history only)

Page: 1

Company No. 1 PETRA Incorporated

Printing: Open Jobs Only Job Range 060675 thru 060675

Phase Codes 01 thru 01 Cost Codes 490 thru 490 Period Range: 9, 2008 thru 9, 2008

TYPE	PHASE	COST	CHG	JOURN	---REFERENCE---	VEND	-----G/L-----	MTL/EQP	UNITS	LAB/EQP	PERIOD	
		CODE	ORD	#	DATE	NO	CUST	PERIOD	ACCOUNT	CODE	HOURS	AMOUNT

Job No: 060675 Meridian City Hall

COST	01	490		Street Clean up								
	OTH			MERIDIAN CITY HALL	AP728	09/11/08	64291	CURCLE	9	2008	4060	130.00
												130.00

Job Period Cost: 130.00

CM002520

003398

Curtis Clean Sweep, Inc.

PO BOX 44112
Boise, ID 83711
(208) 343-7600

Invoice

Invoice #	Account No.
64291	3021
Date	Due Date
09/11/08	09/21/08
Invoice Total:	Paid Amt 0.00
\$130.00	Total Due: 130.00

PETRA, INC
1097 N ROSARIO ST
MERIDIAN, ID 83642-8095

REMIT TO: CURTIS CLEAN SWEEP, INC.

Services Rendered At: PETRA, INC

MERIDIAN ID 83642

Date	Description	Amount
09/10/08	<p>SWEEP & DETAIL - BROADWAY, MAIN TO MERIDIAN PO NO PC90498</p> <p>Job Name: <u>MCH</u> Job Number: <u>06067</u> Cost Code: <u>01-490</u> Authorized by: <u> / / </u> Date Posted: <u> </u> By: <u> </u> Budget: <u> </u> Over Budget: <u> </u></p> <p>ENTERED SEP 22 2007</p> <p>RECEIVED SEP 12 2008</p>	130.00

Sub Total:	130.00
Tax:	0.00
Invoice Total:	\$130.00

Message:

FOR ADDITIONAL SERVICES PLEASE VISIT OUR NEW
WEBSITE @ WWW.CURTISCLEANSWEEP.COM RCE-1922

CM002521

003399

Date: 09/30/2008

** OB COST DETAIL - BY LINE I

Report Code: 28.81

Time: 02:29:45 PM

(job history only)

Page: 1

Company No. 1 PETRA Incorporated

Printing: Open Jobs Only Job Range 060675 thru 060675

Phase Codes 01 thru 01 Cost Codes 548 thru 548 Period Range: 9, 2008 thru 9, 2008

TYPE	PHASE	COST	CHG	JOURN	---REFERENCE---	VEND	-----G/L-----	MTL/EQP	UNITS	LAB/EQP	PERIOD
		CODE	ORD	#	DATE	NO	CUST	PERIOD	ACCOUNT	CODE	AMOUNT

Job No: 060675 Meridian City Hall

COST 01 548 Temp Power

OTH	MERIDIAN CITY HALL	AP682	09/05/08	080905	IDAPOW	9	2008	4060			183.36
OTH	MERIDIAN CITY HALL	AP750	09/11/08	080911	IDAPOW	9	2008	4060			6,520.73
OTH	ID. Power Refund	JC535	09/24/08	84530		9	2008	4060			-172.78

6,531.31

Job Period Cost: 6,531.31

CM002522

003400



An IDACORP Company

www.idahopower.com

Contact us at:
PO Box 70, Boise, ID 83707.
Or call (208) 388-2323 (Treasure Valley).
Se habla español.
For faster service please call
Tuesday - Friday, 7:30 a.m. to 6:30 p.m.

Customer Name: A INC
Account Number: 3392117982
Billing Date: 09/05/2008
Print Date: 09/05/2008

Page 1 of 2

INV# 080905

Due Date	Please Pay
09/22/2008	\$409.11

Account Activity

Previous Balance	\$225.75
Payments - Thank You	\$0.00
Balance Forward	\$225.75
Total Adjustments	\$0.01
Current Charges	\$183.35
Account Balance	\$409.11

Please Note: Any unpaid balances will be assessed a monthly charge of one percent (1%) for Idaho customers. Any credit due to a rebilling will be applied to future billings or can be refunded upon customer request. Returned checks may be resubmitted electronically for payment. Checks remaining unpaid will be charged a \$20 fee.

The amount due includes a past due balance. If you have already remitted payment, thank you. If not, please remit payment to ensure it is received by the due date. Thank you.

Learn, Reduce & Save
With New
ENERGY Tools

Learn about your energy use in your home or business and get tips on how to save energy. Become your own Account Manager with ENERGY Tools now available at the E-services area of www.idahopower.com.

Job Name: MOCK
Job Number: 060675
Cost Code: 01-5000
Authorized by: [Signature]
Date Posted: SEP 15 2007
Budget: ENTERED
Over Budget: ENTERED



An IDACORP Company

PO BOX 70
BOISE, ID 83707

(208) 388-2323 (Treasure Valley)

ACCOUNT NUMBER
3392117982

DUE DATE
09/22/2008

PLEASE PAY
\$409.11

Please write your account number on your check
or money order made payable to Idaho Power.

Amount Enclosed



Project Share pledge,
noted on reverse side.



Address/Phone Correction,
noted on reverse side.

19391 1 AT 0.346
PETRA INC
1097 N ROSARIO ST
MERIDIAN, ID 83642-8095

PROCESSING CENTER
P.O. BOX 34966
SEATTLE, WA 98124-1966

33921179824000040911 000022575 000040911 0905 4



www.idahopower.com

Guest contact us at:
PO BOX 70, Boise, ID 83707.
Or call (208) 388-2323 (Treasure Valley).
Se habla español.
For faster service please call
Tuesday - Friday, 7:30 a.m. to 6:30 p.m.

Customer Name: A INC
Account Number: 6802357117
Billing Date: 09/11/2008
Print Date: 09/11/2008

Page 1 of 3

SEP 16 2008

JAV. 080911

Due Date
09/26/2008

Please Pay
\$6,520.73

Account Activity

Previous Balance	\$1,421.48
Payments - Thank You	\$0.00
Balance Forward	\$1,421.48
Total Adjustments	\$14.21
Current Charges	\$5,085.04
Account Balance	\$6,520.73

Please Note: Any unpaid balances will be assessed a monthly charge of one percent (1%) for Idaho customers. Any credit due to a rebilling will be applied to future billings or can be refunded upon customer request. Returned checks may be resubmitted electronically for payment. Checks remaining unpaid will be charged a \$20 fee.

The amount due includes a past due balance. If you have already remitted payment, thank you. If not, please remit payment to ensure it is received by the due date. Thank you.

Learn, Reduce & Save
With New
ENERGY Tools

Learn about your energy use in your home or business and get tips on how to save energy. Become your own Account Manager with ENERGY Tools now available at the E-services area of www.idahopower.com.

Job Name: XXXX
Job Number: 060425
Cost Code: 07-348
Authorized by: 1
Date Posted: 9/11/08
Budget: 1
Over Budget: 1



PO BOX 70
BOISE, ID 83707
(208) 388-2323 (Treasure Valley)

ACCOUNT NUMBER	DUE DATE	PLEASE PAY
6802357117	09/26/2008	\$6,520.73

Please write your account number on your check
or money order made payable to Idaho Power.

Amount Enclosed



Project Share pledge,
noted on reverse side.



Address/Phone Correction,
noted on reverse side.



3543 2 AV 0.449
PETRA INC
1097 N ROSARIO ST
MERIDIAN, ID 83642-8095

T201 00003543 18 3543



PROCESSING CENTER
P.O. BOX 34966
SEATTLE, WA 98124-1966



68023571171000652073 000142148 000652073 0911 8

CM002524

003402



Questions? Contact us at:
PO BOX 100, Boise, ID 83707.
Or call (208) 388-2323 (Treasure Valley).
Se habla español.
For faster service please call
Tuesday - Friday, 7:30 a.m. to 6:30 p.m.

Customer Name: P A INC
Account Number: 6802357117
Billing Date: 09/11/2008
Print Date: 09/11/2008

www.idahopower.com

Service Agreement No: 0753119481

Next Read Date: 10/09/2008

Service Location: 33 E BROADWAY AVE, CT/MERIDIAN, ID

Meter Number	Service Period		Number of Days	Reading Type	Meter Readings		Meter Constant	kWh Used
	From	To			Previous	Current		
009R7229427	08/08/08	09/09/08	32	Verified	224	384	600	96000

Billing kW	BLC
306	204

**Commercial
Rate Schedule
I09S**

08/08/2008 - 09/09/2008 32 days

Service Charge	\$12.50
Basic Charge (0-20 kW) 20 @ \$0.00 per kW of BLC	\$0.00
Basic Charge 184 @ \$0.67 per kW of BLC	\$123.28
Demand Charge (0-20 kW) 20 @ \$0.00 per kW	\$0.00
Non-Summer Demand Charge 286 @ \$3.18 per kW 9 days	\$255.79
Summer Demand Charge 286 @ \$3.85 per kW 23 days	\$791.42
Non-Summer Energy Charge 2,000 @ \$0.065153 per kWh 9 days	\$36.65
Non-Summer Energy Charge 94,000 @ \$0.02791 per kWh 9 days	\$737.87
Summer Energy Charge 2,000 @ \$0.07303 per kWh 23 days	\$104.98
Summer Energy Charge 94,000 @ \$0.031288 per kWh 23 days	\$2,113.89
PCA @ \$0.007864 per kWh	\$754.94
Franchise Fee 1%	\$49.31
Energy Efficiency Services	\$104.41
Current Charges - Electric Service	\$5,085.04

Adjustments

Late Payment Charge	\$14.21
Current Adjustments	\$14.21

CRE = Credit kWh = kilowatt-hour, PCA = Power Cost Adjustment, kW = kilowatt, BLC = Basic Load Capacity, CSE = Generation



If writing information below, please check the appropriate box on the reverse side.

NEW CONTACT INFORMATION:

Does Idaho Power have your correct mailing address and phone number?
If not, please write any changes below:

Name _____
Street _____ Apt./Suite _____
Street _____
City _____
State _____ Zip Code _____
Telephone Number _____

Account Number: 6802357117

PROJECT SHARE PLEDGE

Please add the amount indicated to my monthly bill.

☐ \$2 ☐ \$5 ☐ \$10

☐ \$ _____



I would like to make a one-time contribution in the amount of: \$ _____



Please round-up my monthly bill amount to the nearest dollar and contribute the difference to Project Share.

Thank you and please remember to track your tax-deductible donations.



An IDACORP Company

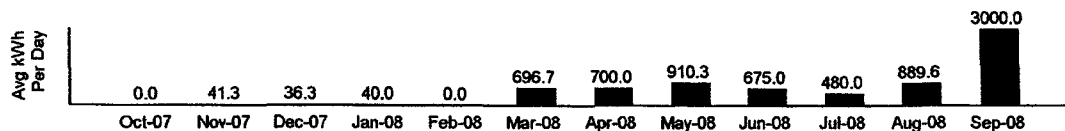
www.idahopower.com

Questions? Contact us at:
PO BOX 70, Boise, ID 83707.
Or call (208) 388-2323 (Treasure Valley).
Se habla español.
For faster service please call
Tuesday - Friday, 7:30 a.m. to 6:30 p.m.

Customer Name: L. RA INC
Account Number: 6802357117
Billing Date: 09/11/2008
Print Date: 09/11/2008

Page 3 of 3

Your Electric Use Pattern



CM002526

003404

FOR SECURITY PURPOSES, THE FACE OF THIS DOCUMENT CONTAINS A BLUE-GREEN BACKGROUND PRINTED ON TRUE WATERMARK PAPER

IDAHO POWER COMPANY
 POWER CO. BOX 10
 BOISE, IDAHO 83707

NETS: 1234567890
 DIS: 1234567890
 VAN: 1234567890

DATE: 03/22/2010
 DATE: 03/22/2010

AMOUNT: \$100.00
 \$100.00

ONE HUNDRED DOLLARS

PAY TO THE ORDER OF
 PETRA INC
 1097 N ROSARIO ST
 MERIDIAN, ID 83642-8095

216

⑈0001284530⑈ ⑆041203824⑆9600032457⑈

CM002527

Date: 09/30/2008

** O B COST DETAIL - BY LINE I ***

Report Code: 28.81

Time: 02:30:30 PM

(job history only)

Page: 1

Company No. 1 PETRA Incorporated

Printing: Open Jobs Only Job Range 060675 thru 060675

Phase Codes 01 thru 01 Cost Codes 552 thru 552 Period Range: 9, 2008 thru 9, 2008

TYPE	PHASE	COST	CHG	JOURN	---REFERENCE---	VEND	-----G/L-----	MTL/EQP	UNITS	LAB/EQP	PERIOD	
		CODE	ORD	#	DATE	NO	CUST	PERIOD	ACCOUNT	CODE	HOURS	AMOUNT

Job No: 060675 Meridian City Hall

COST 01 552 Temp Water

OTH 4798531205486279 VAUGHN AP721 09/10/08 0809XX USBANK 9 2008 4060 94.55

OTH 4798531205486279 VAUGHN AP721 09/10/08 0809XX USBANK 9 2008 4060 123.54

218.09

Job Period Cost: 218.09

CM002528

003406

0600-5

THE HOME DEPOT 1804
1100 SO. PROGRESS MERIDIAN, ID 83642
STORE MGR. BRIAN JENSEN (208)887-9699

SALE 1804 00002 51413 08/20/08
61 CSV79G 08:52 AM



01-552

032888991415	3/4X3GALNIPL <A>	1.35
032888991392	3/4X2GALNIPL <A>	1.20
032888074040	3/4FPBLVLTHD <A>	9.67
078627031820	50FT HOSE <A>	
3022.00		66.00
086876144550	ANGLE BROOM <A>	10.98
	SUBTOTAL	89.20
	SALES TAX	5.35
	TOTAL	\$94.55
XXXXXXXXXXXX6279	VISA	94.55
AUTH CODE 900235/8020045		TA



1804 02-51413 08/20/2008 0096

RETURN POLICY DEFINITIONS

POLICY ID	DAYS	POLICY EXPIRES ON
A 1	90	11/18/2008

THE HOME DEPOT RESERVES THE RIGHT TO
LIMIT / DENY RETURNS. PLEASE SEE THE
RETURN POLICY SIGN IN STORES FOR
DETAILS.

NEED IT INSTALLED?
1-800-HOMEDEPOT

WWW.HOMEDEPOT.COM/INSTALL

CM002529

003407

01-552

060675

THE HOME DEPOT 1804

1100 SO. PROGRESS MERIDIAN, ID 83642
STORE MGR. BRIAN JENSEN (208)887-9699

SALE

1804 00002 51116

61 CSV790

08/20/08

07:45 AM



590605 FENDER WAHR <A>	
50.14	0.70
590796 LOCKWASHER <A>	
50.11	0.55
032888030046 3/4 HOSE BIB <A>	4.94
032888405035 3/4GAL90DELB <A>	1.59
032888991439 3/4X4GALNIPL <A>	
201.59	3.18
032888405394 3/4 GAL TEE <A>	2.05
046878279476 FML.COUPLG <A>	
201.99	3.98
046878279469 ML.COUPNG <A>	
201.99	3.98
041193015303 SLP JNT NT <A>	1.98
032888991415 3/4X3GALNIPL <A>	1.35
048643071919 ADAPTER <A>	5.11
046878279315 BRSHSEYSHOFF <A>	
207.87	15.74
030699287710 PLASTBAGGDS <A>	0.98
030699287611 PLASTBAGGDS <A>	0.98
032888406070 3/4GAL FLNG <A>	4.91
041193057310 12IN TAILPIE <A>	2.43
078575173658 SS CLAMP <A>	1.30
711741 POOL HOSE <A>	
403.20	12.80
739348120650 LAUNDRY TUB <A>	47.99
SUBTOTAL	116.54
SALES TAX	7.00
TOTAL	\$123.54
XXXXXXXXXXXX6279 VISA	123.54
AUTH CODE 800274/8020010	TA



1804 02 51116 08/20/2008 0096

RETURN POLICY DEFINITIONS

POLICY ID	DAYS	POLICY EXPIRES ON
A 1	90	11/18/2008

THE HOME DEPOT RESERVES THE RIGHT TO
LIMIT / DENY RETURNS. PLEASE SEE THE
RETURN POLICY SIGN IN STORES FOR
DETAILS.

NEED IT INSTALLED?

1-800-HOMEDEPOT

WWW.HOMEDEPOT.COM

CM002530
003408

Date: 09/30/2008

* OB COST DETAIL - BY LINE I ***

Report Code: 28.81

Time: 02:53:26 PM

(job history only)

Page: 1

Company No. 1 PETRA Incorporated

Printing: Open Jobs Only Job Range 060675 thru 060675

Phase Codes 01 thru 01 Cost Codes 535 thru 535 Period Range: 9, 2008 thru 9, 2008

TYPE	PHASE	COST	CHG	JOURN	---REFERENCE---	VEND	-----G/L-----	MTL/EQP	UNITS	LAB/EQP	PERIOD
		CODE	ORD	#	DATE	NO	CUST	PERIOD	ACCOUNT	CODE	HOURS
											AMOUNT

Job No: 060675 Meridian City Hall

COST	01	535		Supplies & Postage								
	OTH	MERIDIAN CITY HALL		AP778	09/22/08	6239795	DANKA	9	2008	4060		45.41
												45.41
											Job Period Cost:	45.41

CM002531

003409



Office Imaging Company

11101 Roosevelt Blvd.
St. Petersburg, FL 33716

Questions regarding this invoice? 800-653-2652 (Prompt 4)

RECEIVED

SEP 24 2008

CUSTOMER

Account: 262573

Attn: Accounts Payable
PETRA INCORPORATED
1097 N ROSARIO ST
MERIDIAN, ID 83642

Ship to: 1273263

PETRA INCORPORATED
83 E BROADWAY
MERIDIAN, ID 83642

Issue Date: 09-22-2008

Invoice No: 706239795

Invoice Amount: \$45.41

Invoice Date: 09-21-2008

Past Due After: 10-21-2008

Page: 1 of 2

DUE UPON RECEIPT - PAST DUE ACCOUNTS WILL BE CHARGED A LATE FEE
OF 1.5% PER MONTH OR TO THE EXTENT ALLOWED BY LAW.

FEDERAL ID #59-3407614
DUNS #176534410

INVOICE

Contract Number	Contract Term	Terms	Customer PO Number
2822570USA	Expires 06-20-2009	30 NET	

Billing Period	Media/Location/Coverage	Serial/ID Number	Rate	Charge
----------------	-------------------------	------------------	------	--------

BASE SUMMARY :

09-21-08 to 10-20-08 DIGITAL STANDARD BASE CHARGE CJB441279 0.00
Copies Incl in Base

USAGE SUMMARY :

Start	End	Model	Serial#	Allowance	Usage	Allowance Forward	Overage	Rate	Actual Carry
08-21-08	09-20-08	SHOWROOM TO	CJB441279	0	2336	0	2336	.01944	45.41

BASE DETAIL:

09-21-08 to 10-20-08

DIGITAL STANDARD BASE CHARGE
SHOWROOM TOSHIBA ESTUDIO 160 MF DIGITAL
JOBSITE OFFICE

Amount: 0.00
Serial: CJB441279
Equipment: 62077128

Location:

P.O. Number:
Cost Center:

33 E BROADWAY
MERIDIAN, ID, 83642

ENTERED

Job Name: med
Job Number: 060675
Cost Code: CJL-535
Authorized by: [Signature]
Date Posted: SEP 9 2007 By: [Signature]

Invoice Detail Continued...

Detach and return this portion with your payment
Over Budget:

PAYMENT

Remit To:

Account: 262573

Danka Office Imaging
4388 Collections Center Drive
CHICAGO, IL 60693

Attn: Accounts Payable
PETRA INCORPORATED
1097 N ROSARIO ST
MERIDIAN, ID 83642

Invoice No: 706239795

Invoice Date: 09-21-2008

Past Due After: 10-21-2008

Total Amount Due

\$45.41

7062397950 0 00000045419 010207030206 13

CM002532

003410

Date: 09/30/2008 *** B COST DETAIL - BY LINE IT *** Report Code: 28.81
 Time: 02:22:20 PM (job history only) Page: 1
 Company No. 1 PETRA Incorporated
 Printing: Open Jobs Only Job Range 060675 thru 060675
 Phase Codes 01 thru 01 Cost Codes 512 thru 512 Period Range: 9, 2008 thru 9, 2008

TYPE	PHASE	COST	CHG	JOURN	---REFERENCE---	VEND	-----G/L-----	MTL/EQP	UNITS	LAB/EQP	PERIOD
		CODE	ORD	#	DATE	NO	CUST	PERIOD	ACCOUNT	CODE	HOURS
											AMOUNT

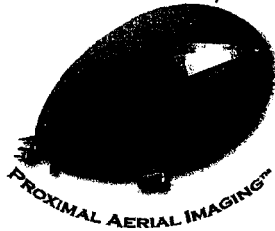
Job No: 060675 Meridian City Hall

COST	01	512									
	OTH	MERIDIAN CITY HALL		AP682	08/31/08	4647	IDAAIR	9	2008	4060	174.90
											174.90
Job Period Cost:											174.90

CM002533

003411

IDAHO AIRSHIPS, INC.



40 S Goshen Way
Boise ID 83709
208-861-2477
Tax ID # 82-0499751

RECEIVED

SEP 06 2008

Invoice

DATE

8/31/2008

INVOICE #

4647

BILL TO

Petra
1097 N. Rosario St., 2nd Floor
Meridian, ID 83642

P.O. NO.

TERMS

DUE DATE

Net 60

10/30/2008

DESCRIPTION

QTY

RATE

AMOUNT

Meridian City Hall, monthly aerial portfolio, 8/08
Idaho Sales Tax

1

165.00
6.00%

165.00T
9.90

Job Name: MCN
Job Number: 060675
Cost Code: 01-517
Authorized by: 1/1
Date Posted: By:
Budget:
Over Budget:

ENTERED
SEP 15 2007

Thank you for your business.

Total

\$174.90

NOTE: Invoice subject to late fee of 1.5% assessed monthly (18% APR, \$5 minimum) if not paid by due date.

If your check is dishonored or returned for any reason, we reserve the right to electronically debit your account for the amount of the check plus a processing fee of \$25 (or legal limit) plus applicable sales tax.

CM002534

003412

Date: 09/30/2008

B COST DETAIL - BY LINE IT ***

Report Code: 28.81

Time: 02:17:04 PM

(job history only)

Page: 1

Company No. 1 PETRA Incorporated

Printing: Open Jobs Only Job Range 060675 thru 060675

Phase Codes 01 thru 01 Cost Codes 200 thru 200 Period Range: 9, 2008 thru 9, 2008

TYPE	PHASE	COST	CHG	JOURN	---REFERENCE---	VEND	-----G/L-----	MTL/EQP	UNITS	LAB/EQP	PERIOD	
		CODE	ORD	#	DATE	NO	CUST	PERIOD	ACCOUNT	CODE	HOURS	AMOUNT

Job No: 060675 Meridian City Hall

COST 01 200 Project Meetings

OTH	4798531205485917	CHILD P.	AP703	09/10/08	0809AA	USBANK	9	2008	4060			13.00
-----	------------------	----------	-------	----------	--------	--------	---	------	------	--	--	-------

OTH	4798531205486279	VAUGHN	AP721	09/10/08	0809XX	USBANK	9	2008	4060			100.00
-----	------------------	--------	-------	----------	--------	--------	---	------	------	--	--	--------

113.00

Job Period Cost: 113.00

CM002535

003413

01-200

8-19 060625



704 N. MAIN STREET
MERIDIAN, IDAHO 83642
(208) 288-2217

Date: Aug 19 '08 12:41PM
Card Type: VISA
Acct #: XXXXXXXXXXXXX5917
Exp/Date: XX/XX
Auth Code: 319114
Check: 4150
Table: 12/1
Server: 202 COURTNE

Subtotal: 9.00
Tip: 4.00

Total: 13.00
Signature: [Signature]

I agree to pay above total
according to my card issuer
agreement.

*** Customer Copy ***

01-200

020675

Carrabba's Italian Grill
3284 E Pine Avenue
Meridian, ID 83642
208-887-1270

Server: Gift
07:04 PM
Fast Close/1

DOB: 09/08/2008
09/08/2008
5/50008

Visa 5242894
Card #XXXXXXXXXX6279
Magnetic card present: VAUGHAN JERRY R
Approval: 028040

Amount: \$ 100.00

+ Tip: 0

= Total: 100.00

x G.A. Card For
Meridian City Hall
Customer Copy

Date: 09/30/2008

* OB COST DETAIL - BY LINE I ***

Report Code: 28.81

Time: 02:13:13 PM

(job history only)

Page: 1

Company No. 1 PETRA Incorporated

Printing: Open Jobs Only Job Range 060675 thru 060675

Phase Codes 01 thru 01 Cost Codes 040 thru 040 Period Range: 9, 2008 thru 9, 2008

TYPE	PHASE	COST	CHG	JOURN	---REFERENCE---	VEND	-----G/L-----	MTL/EQP	UNITS	LAB/EQP	PERIOD	
		CODE	ORD	#	DATE	NO	CUST	PERIOD	ACCOUNT	CODE	HOURS	AMOUNT

Job No: 060675 Meridian City Hall

COST	01	040										
			Project Deliveries									
OTH	August	Courier Service		AP657	09/01/08	4490	HOTSHO	9	2008	4060		9.35
OTH	August	Courier Service		AP657	09/01/08	4490	HOTSHO	9	2008	4060		9.35
OTH	August	Courier Service		AP657	09/01/08	4490	HOTSHO	9	2008	4060		9.35
												28.05

Job Period Cost: 28.05

CM002538

003416

Hot Shots, Inc.
P.O. Box 1277
Meridian, ID 83680



INVOICE

DATE	INVOICE #
9/1/2008	4490

BILL TO :
Petra Inc.
Attn: Accounts Payable
1097 N. Rosario St.
Meridian, ID 83642

Job Name: _____
Job Number: _____
Cost Code: _____
Authorized by: _____
Date Posted: _____ By: _____
Budget: _____
Over Budget: _____

Thank you for your business!

Net 15	DUE DATE
	9/16/2008

SERVICED	QUANTITY	DESCRIPTION	RATE	AMOUNT
		August 2008		
8/1/2008	1	shipment to area I (PO 80500)	22.50	22.50
8/4/2008	1	shipment to area E (080500)	13.95	13.95
8/4/2008	1	shipment to area C (PO McCall Elementary) 061210	9.35	9.35
8/4/2008	1	shipment to area A (SH# 08-0625)	9.35	9.35
8/4/2008	1	shipment to area I (PO 080500)	22.50	22.50
8/5/2008	2	shipments to area I (PO 080500, 080500)	22.50	45.00
8/6/2008	1	shipment to area I 061210	22.50	22.50
8/6/2008	1	shipment from area A (PO Palmer Natural Products) 080435	9.35	9.35
8/6/2008	1	shipment to area C (PO Donnelly Elementary) 061035	9.35	9.35
8/8/2008	1	shipment to area I (PO 080500)	22.50	22.50
8/11/2008	1	shipment to area C (PO McCall Elementary) 061210	9.35	9.35
8/11/2008	1	shipment to area E 060100	11.55	11.55
8/12/2008	1	shipment to area I (PO Northwest Equipment Plans) 080435	22.50	22.50
8/12/2008	1	shipment to area A (PO McCall Elementary) 061035	9.35	9.35
8/13/2008	2	shipments to area A (PO Eagle Methodist, Palmer Natural Bldg.)	9.35	18.70
8/13/2008	1	shipment from area A (PO McCall Elementary) 061035	9.35	9.35
8/14/2008	1	shipment to area A (PO McCall Elementary) 061035	9.35	9.35
8/14/2008	2	shipments from area A (PO Casey, Jared M, Jeff B) 16023-10	9.35	18.70
8/15/2008	1	shipment to area I (PO 080500)	22.50	22.50
8/18/2008	1	shipment to area A (PO 060525)	9.35	9.35
8/18/2008	1	shipment to area C 16023-10	9.35	9.35
8/18/2008	1	shipment to area D 16023-10	10.45	10.45
8/19/2008	2	shipment to area A (PO NWE 08-0625, Palmer Natural Bldg.) 080435	9.35	18.70
8/20/2008	1	shipment to area I 080435	22.50	22.50
8/20/2008	1	shipment from area A (PO Palmer Natural Prod.) 080435	9.35	9.35
8/20/2008	1	shipment to area A (PO Palmer Natural Bldg.) 080435	9.35	9.35
8/21/2008	1	shipment to area C (PO Donnelly) 061035	9.35	9.35
8/21/2008	1	shipment to area A (PO Palmer Natural Bldg.) 080435	9.35	9.35

Past due invoices will be charged 1.5% monthly with a \$5.00 minimum and lose all discounts. All accounts over 60 days past due will be closed until all invoices are paid in full.

Page 1

Payments/Credits

Balance Due

CM002539

003417

Hot Shots, Inc.
P.O. Box 1277
Meridian, ID 83680



208-888-3801

INVOICE

DATE	INVOICE #
9/1/2008	4490

BILL TO :
Petra Inc. Attn: Accounts Payable 1097 N. Rosario St. Meridian, ID 83642

Thank you for your business!

Net 15	DUE DATE
	9/16/2008

SERVICED	QUANTITY	DESCRIPTION	RATE	AMOUNT
8/22/2008	1	shipment to area I (PO 080500)	22.50	22.50
8/22/2008	1	shipment from area A (PO 08675) - 6023-40	9.35	9.35
8/22/2008	2	shipments to area A (PO City Side Lofts (2)) 070105.X2	9.35	18.70
8/25/2008	1	shipment to area I (PO McCall Elementary) 061210	22.50	22.50
8/26/2008	1	shipment to area I (PO 080500)	22.50	22.50
6/2008	1	shipment to area A (PO Meridian City Hall) 060015	9.35	9.35
8/26/2008	1	shipment to area C (PO McCall Elementary) 061210	9.35	9.35
8/27/2008	1	shipment from area A (PO Palmer Natural Prod.) 080035	9.35	9.35
8/28/2008	1	shipment to area I (PO OSHA) 080500	22.50	22.50
8/28/2008	1	shipment to area C (PO McCall Elementary) 061210	9.35	9.35
8/28/2008	1	shipment to area A (PO OSHA) 6023-40	9.35	9.35
8/29/2008	1	shipment to area I (PO 080500)	22.50	22.50
8/29/2008	2	shipments to area A (PO High Desert) 070625.X2	9.35	18.70
due invoices will be charged 1.5% monthly with a \$5.00 minimum and lose all discounts. All accounts over 60 days past due will be closed until all invoices are paid in full.			Payments/Credits	\$0.00
Page 2			Balance Due	\$631.45

CM002540

003418

Company No. 1 PETRA Incorporated

Printing: Open Jobs Only Job Range 060675 thru 060675

Phase Codes 01 thru 01 Cost Codes 520 thru 520 Period Range: 9, 2008 thru 9, 2008

TYPE	PHASE	COST	CHG	JOURN	---	REFERENCE---	VEND	-----	G/L-----	MTL/EQP	UNITS	LAB/EQP	PERIOD
		CODE	ORD	#	DATE	NO	CUST	PERIOD	ACCOUNT	CODE		HOURS	AMOUNT

Job No: 060675 Meridian City Hall

[illegible]

Idaho Statesman

The Newspaper of the Treasure Valley
IDAHOSTATESMAN.COM

PO Box 40 Boise, ID 83707
(208) 377-6200

RECEIVED

SEP 09 2008

Account Number: 118184

PETRA INC
1097 N ROSARIO ST
MERIDIAN, ID 83642-8095

11	12	13	14	15	16	17	18	19
STOP	ORDER NUMBER	DESCRIPTION	PRODUCT	SAU SIZE	UNITS	RUN	RATE	AMOUNT
		Balance Forward						\$884.16
08/04	P83205	Payment - Check Money Order 12514						(\$555.00)
08/31	MFC 309164 0831	Finance Charge						\$4.94
08/15	08/22	10000381366 0815	ParkingLot	Idaho Statesman	2 00 x 38 Li	76	2	\$1.88
								\$142.88

PREVIOUS AMOUNT OWED: \$884.16
NEW CHARGES THIS PERIOD: \$142.88
CASH THIS PERIOD: (\$555.00)
DEBIT ADJUSTMENTS THIS PERIOD: \$4.94
CREDIT ADJUSTMENTS THIS PERIOD: \$0.00

Thank you for advertising with the Idaho Statesman.
According to our records, your advertising account is now over 30 days past due. Please note our terms are Net 20 days from statement date. If payment for the amount 'Over 30 days' is not received by 20 days from the statement date, your advertising may be suspended. If you have any questions please call Terri at (208)377-6473 or Rachel at (208)377-6221. If payment has already been submitted, please disregard this message. Thank you.

Job Name: MCA
Job Number: 060675
Cost Code: 01-520
Authorized by: /
Date Posted: By:
Budget:
Over Budget:

ENTERED
SEP 15 2007

INVOICE AND STATEMENT OF ACCOUNT

AGING OF PAST DUE ACCOUNTS

* UNAPPLIED AMOUNTS ARE INCLUDED IN TOTAL AMOUNT DUE

521™

21	CURRENT NET AMOUNT	5	DUE DATE	22	30 DAYS	60 DAYS	90 DAYS	UNAPPLIED AMOUNT	23	TOTAL AMOUNT DUE
	\$147.82		09/20/2008		\$329.16	\$0.00	\$0.00	\$0.00		\$476.98
SALES REPRESENTATIVE										
Justin Viperman 208-377-6251			ADVERTISER INFORMATION							
1			BILLING PERIOD	6	BILLED ACCOUNT NUMBER	7	ADVERTISER CLIENT NUMBER	2	ADVERTISER CLIENT NAME	
			08/04/2008 - 08/31/2008		118184		118184		PETRA INC	

MAKE CHECKS PAYABLE TO THE IDAHO STATESMAN
P.O. BOX 40
BOISE, ID 83707

Credit Rep Name: Terri Torres
Credit Rep Phone: 208-377-6473

A monthly service charge of 1.5%,
18% annual, will be charged on the
balance due 28 days from the end
of the billing period.

Idaho Statesman

The Newspaper of the Treasure Valley
IDAHOSTATESMAN.COM

PO Box 40 Boise, ID 83707
(208) 377-6200

PLEASE DETACH AND RETURN LOWER PORTION WITH YOUR REMITTANCE

1	2	3	4
BILLING PERIOD	ADVERTISER CLIENT NAME		
08/04/2008 - 08/31/2008	PETRA INC		
23	24	25	26
TOTAL AMOUNT DUE	UNAPPLIED AMOUNT	TERMS OF PAYMENT	
\$476.98	\$0.00	Net 20	
21	22	23	24
CURRENT NET AMOUNT	30 DAYS	60 DAYS	90 DAYS
\$147.82	\$329.16	\$0.00	\$0.00

ADVERTISING INVOICE and STATEMENT

8	9	4	5
BILLING ACCOUNT NAME AND ADDRESS	REMITTANCE ADDRESS	PAGE	DUE DATE
PETRA INC 1097 N ROSARIO ST MERIDIAN, ID 83642-8095	IDAHO STATESMAN P.O. Box 40 BOISE, ID 83707	1 of 1	09/20/2008
		6	BILLED ACCOUNT NUMBER
			118184
		7	ADVERTISER CLIENT NUMBER
			118184

0000118184 0000118184 40178 0902 000047698 9

CM002542

003420

Idaho Statesman

P.O. Box 40, Boise, Idaho 83707-0040

LEGAL ADVERTISING PROOF OF PUBLICATION

Account #	DT#	Identification	Amount
118184	381366	LEGAL NOTICE ADVERTISEMENT FOR BIDS - MERIDIAN CITY HALL	\$142.88
Attention:	P.O. #	Run Dates	
BARB CRAWFORD		AUGUST 15, 22, 2008	
PETRA, INC 1097 W ROSARIO PLACE MERIDIAN, ID 83646		Number of Lines 2 X 38	
		Affidavit 1	Legal #

LEGAL NOTICE ADVERTISEMENT FOR BIDS MERIDIAN CITY HALL PHASE V - EAST PARKING LOT

Bid Date & Time: Sealed Bids for Phase V will be received until 2:00 P.M., Thursday, August 28, 2008 at the Meridian City Hall, 33 East Idaho Avenue Meridian, Idaho 83642.

OWNER:

City of Meridian
33 East Idaho Avenue
Meridian, Idaho 83642

ARCHITECT:

Lombard and Conrad Architects
1221 Shoreline Drive
Boise, Idaho 83702
(208) 345-6677

Fax: (208)

244-9002

INSTRUCTION MANAGER:

Petra, Incorporated
1097 N. Rosario Street
Meridian, Idaho 83642
(208) 323-4500

Fax: (208)

323-4507

Bid documents will be available through Petra, Incorporated commencing August 14, 2008. \$250.00 deposit is required for the Meridian City Hall Plan Set. (Deposit is refundable for plans returned in original condition.) Electronic PDF files are available for a non-refundable payment of \$50.00.

All Contractors are required to have a current Idaho Public Works License, commensurate with the size of the contract, and a current Idaho Contractor's Registration Number. Each bid must be accompanied by a certified or a cashier's check on an Idaho Bank, or bid bond, with an Idaho State-Licensed Surety Company as Surety, in the amount of five percent (5%) of the total bid, made payable to "City of Meridian".
Keith Watts
Purchasing Agent

Pub. Aug. 15, 22, 2008

0000381366-01

JANICE HILDRETH, being duly sworn, deposes and says: That she is the Principal Clerk of *The Idaho Statesman*, a daily newspaper printed and published at Boise, Ada County, State of Idaho, and having a general circulation therein, and which said newspaper has been continuously and uninterruptedly published in said County during a period of twelve consecutive months prior to the first publication of the notice, a copy of which is attached hereto: that said notice was published in *The Idaho Statesman*, in conformity with Section 60-108, Idaho Code, as amended, for:

TWO

☒ consecutive weekly ☐ single
☐ consecutive daily ☐ odd skip
insertion(s)

beginning issue of: AUGUST 15, 2008

ending issue of: AUGUST 22, 2008

Janice Hildreth

STATE OF IDAHO)

.SS

COUNTY OF ADA)

On this 22 day of AUGUST n the year of 2008

before me, a Notary Public, personally appeared before me Janice Hildreth known or identified to me to be the person whose name subscribed to the within instrument, and being by me first duly sworn, declared that the statements therein are true, and acknowledged to me that she executed the same.

Notary Public for Idaho

Residing at: Boise, Idaho

My Commission expires:

CM002543

003421

Company No. 1 PETRA Incorporated

Printing: Open Jobs Only Job Range 060675 thru 060675

Phase Codes 01 thru 01 Cost Codes 530 thru 530 Period Range: 9, 2008 thru 9, 2008

TYPE	PHASE	COST	CHG	JOURN	---	REFERENCE---	VEND	-----	G/L-----	MTL/EQP	UNITS	LAB/EQP	PERIOD
		CODE	ORD	#	DATE	NO	CUST	PERIOD	ACCOUNT	CODE		HOURS	AMOUNT

Job No: 060675 Meridian City Hall

COST 01 530 Small Tools

OTH	4798531205485917	CHILD P.	AP703	09/10/08	0809AA	USBANK	9	2008	4060	14.61
OTH	4798531205485917	CHILD P.	AP703	09/10/08	0809AA	USBANK	9	2008	4060	26.45
OTH	4798531205485917	CHILD P.	AP703	09/10/08	0809AA	USBANK	9	2008	4060	21.17
OTH	4798531205485917	CHILD P.	AP703	09/10/08	0809AA	USBANK	9	2008	4060	11.92
OTH	4798531205485917	CHILD P.	AP703	09/10/08	0809AA	USBANK	9	2008	4060	37.28
OTH	4798531205483144	TREPAGNI	AP703	09/10/08	0809L	USBANK	9	2008	4060	82.56
OTH	4798531205483144	TREPAGNI	AP703	09/10/08	0809L	USBANK	9	2008	4060	99.90
OTH	MERIDIAN CITY HALL		AP750	08/21/08	326417	EDGCON	9	2008	4060	150.41
OTH	MERIDIAN CITY HALL		AP768	09/11/08	112966	TATES	9	2008	4060	20.40
OTH	MERIDIAN CITY HALL		AP768	09/15/08	114109	TATES	9	2008	4060	130.38

595.08

Job Period Cost: 595.08

[illegible]

0067 WHERE BY LAW THE IMPULS
MANAGEMENT OF A COMPANY AND THEREFORE FOR
ORDERED 22/08/2006 BY 0067 (ORD)
AS IN BUREAU LIAISON
TO BE APPLIED TO ALL APPLICABLE
DATE OF 0067 (ORD) BY 0067 (ORD)

Entered By: 0067 (ORD)

[illegible]

Tax	0.00%	0.83
Total		14.61
Credit Card		14.61
Change Due		0.00

Account XXXXXXXXXXXXX5917 N
Card Type VI
Trans# 18521572
Auth# 214141 14.61
Host Captured Y

8/12

01-530

065675

THE HOME DEPOT 1804
1100 SO. PROGRESS MERIDIAN, ID 83642
STORE MGR. BRIAN JENSEN (208)887-9699

SALE 1804 00057 01883 08/12/08
14 SCOT57 08:19 AM



037103200389 TAPE <A>	13.96
076174308303 30' TAPE RULE <A>	10.99
SUBTOTAL	24.95
SALES TAX	2.50
TOTAL	26.45
XXXXXXXXXXXX5917 VISA	26.45
AUTH CODE 902102/6574196	TA



1804 57 01883 08/12/2008 9828

RETURN POLICY DEFINITIONS
POLICY ID DAYS POLICY EXPIRES ON
A 1 90 11/10/2008

THE HOME DEPOT RESERVES THE RIGHT TO
LIMIT / DENY RETURNS. PLEASE SEE THE
RETURN POLICY SIGN IN STORES FOR
DETAILS.

NEED IT INSTALLED?
1-800-HOMEDEPOT
WWW.HOMEDEPOT.COM/INSTALL

8-21 01-530
060625

THE HOME DEPOT 1804
1100 SO. PROGRESS MERIDIAN, ID 83642
STORE MGR. BRIAN JENSEN (208)887-9699

SALE 1804 00057 11882 08/21/08
14 SCOT57 11:57 AM



801055364686 24" BOLT CUTTR <A> 19.97
SALES TAX 1.20
TOTAL \$21.17
XXXXXXXXXXXX5917 VISA 21.17
AUTH CODE 211285/7574543 TA



1804 57 11882 08/21/2008 2588

RETURN POLICY DEFINITIONS
POLICY ID DAYS POLICY EXPIRES ON
A 1 90 11/19/2008

THE HOME DEPOT RESERVES THE RIGHT TO
LIMIT / DENY RETURNS. PLEASE SEE THE
RETURN POLICY SIGN IN STORES FOR
DETAILS.

NEED IT INSTALLED?
1-800-HOMEDEPOT
WWW.HOMEDEPOT.COM/INSTALL

9-3 060625 01-530
THE HOME DEPOT 1804
1100 SO. PROGRESS MERIDIAN, ID 83642
STORE MGR. BRIAN JENSEN (208)887-9699

SALE 1804 00057 26799 09/03/08
14 SCOT57 11:54 AM



092097113107 WEDGE ANCH <A> 11.24
SALES TAX 0.68
TOTAL \$11.92
XXXXXXXXXXXX5917 VISA 11.92
AUTH CODE 213045/4575086 TA



1804 57 26799 09/03/2008 5745

RETURN POLICY DEFINITIONS
POLICY ID DAYS POLICY EXPIRES ON
A 1 90 12/02/2008

THE HOME DEPOT RESERVES THE RIGHT TO
LIMIT / DENY RETURNS. PLEASE SEE THE
RETURN POLICY SIGN IN STORES FOR
DETAILS.

NEED IT INSTALLED?
1-800-HOMEDEPOT
WWW.HOMEDEPOT.COM/INSTALL

01-530
060675
8/17
THE HOME DEPOT 1804
1100 SO. PROGRESS MERIDIAN, ID 83642
STORE MGR. BRIAN JENSEN (208)887-9699

SALE 1804 00057 03111 08/13/08
14 SCOT57 10:45 AM



662520020410 WEDGE ANCH <A> 12.69
092097113107 WEDGE ANCH <A>
2011.24
SUBTOTAL 22.48
SALES TAX 35.17
TOTAL 2.11
\$37.28
XXXXXXXXXXXX5917 VISA 37.28
AUTH CODE 113164/5574234 TA



1804 57 03111 08/13/2008 4259

RETURN POLICY DEFINITIONS
POLICY ID DAYS POLICY EXPIRES ON
A 1 90 11/11/2008

THE HOME DEPOT RESERVES THE RIGHT TO
LIMIT / DENY RETURNS. PLEASE SEE THE
RETURN POLICY SIGN IN STORES FOR
DETAILS.

NEED IT INSTALLED?
1-800-HOMEDEPOT
WWW.HOMEDEPOT.COM/INSTALL

CM002549

003427

060625
THE HOME DEPOT 1804
1100 SO. PROGRESS MERIDIAN, ID 83642
STORE MGR. BRIAN JENSEN (208)887-9699

1804 00058 32852 09/04/08
SALE 14 SCOT58 04:17 PM



032076070397 14UVBLKCB100 <A> 11.97
781756626262 25'TRI TAP <A>
3021.97 65.91
SUBTOTAL 77.88
SALES TAX 4.68
TOTAL \$82.56
XXXXXXXXXXXX3144 VISA 82.56
AUTH CODE 714081/3586086 TA



1804 58 32852 09/04/2008 2869

RETURN POLICY DEFINITIONS
POLICY ID DAYS POLICY EXPIRES ON
A 1 90 12/03/2008

THE HOME DEPOT RESERVES THE RIGHT TO
LIMIT / DENY RETURNS. PLEASE SEE THE
RETURN POLICY SIGN IN STORES FOR
DETAILS.

060675

THE HOME DEPOT 1804
1100 SO. PROGRESS MERIDIAN, ID 83642
STORE MGR. BRIAN JENSEN (208)887-9699

SALE 1804 00058 18687 08/25/08
14 SCOT58 11:33 AM



01-530

024098902145 2' TRI TAP <A>	
2026.87	53.74
024098902657 GFI PLUG <A>	
2012.97	25.94
785007861341 15A PLUG <A>	
204.79	9.58
026703055550 HOMER BUCKET <A>	4.98
SUBTOTAL	94.24
SALES TAX	5.66
TOTAL	\$99.90
XXXXXXXXXXXX3144 VISA	99.90
AUTH CODE 215243/3585583	TA



1804 58 18687 08/25/2008 9491

RETURN POLICY DEFINITIONS
POLICY ID DAYS POLICY EXPIRES ON
A 1 90 11/28/2008

THE HOME DEPOT RESERVES THE RIGHT TO
LIMIT / DENY RETURNS. PLEASE SEE THE
RETURN POLICY SIGN IN STORES FOR
DETAILS.

NEED IT INSTALLED?
1-800-HOMEDEPOT
WWW.HOMEDEPOT.COM/INSTALL

CM002551

003429



Construction Supply

EDGE CONSTRUCTION SUPPLY, I

1503 E RIVERSIDE

PO BOX 3437

SPOKANE WA 99220

Phone: 509 535-9841 Fax: 509-534-3139

Toll Free: 800-348-4808

Website: www.edgcs.com

INVOICE

Customer Copy

Number	326417
Date	08/21/08
Page	1

Bill To
60825

PETRA INC
1097 N ROSARIO ST
MERIDIAN ID 83642

Ship To
SAME

PETRA INC
1097 N ROSARIO ST
MERIDIAN ID 83642

PO Number	Shipped	Slsp	Inside Slsp	Terms	Tax Code	Doc #	Wt	Freight	Ship Via
DW60344	08/21/08	DJH	ANM	NET 30 DAYS	IDBO	017556	04	PRE/ADD	W/C

Item	Description	Committed	Shipped	Backorder	UM	Price	UM	Extension
DLD1860	Ordered By DAVE DUSTLESS 8" DUST HOODIE UNIVERSAL FIT	1	1	0	EA	119.95	EA	119.95
DLD5160	DUSTLESS TECH 6' HOSE	1	1	0	EA	21.95	EA	21.95

Job Name: 060675
Job Number: 060675
Cost Code: 018240
Authorized by: 1/1 D.W.
Date Posted: By:
Budget:
Over Budget:

SUPPLIES / TOOLS —

ENTERED
SEP 2 4 2007

Merchandise	Misc	Discount	Tax	Freight	Total Due
141.90	.00		8.51	.00	150.41

ORIGINAL INVOICE

1. TERMS OF SALE. The terms as hereinafter written shall supersede the terms of Buyer's order in the event of contradiction or inconsistency herewith. No understanding, agreement, term, condition or trade custom at variance with or contradictory to the terms and conditions hereinafter shall be binding on the Seller. There are no prior or contemporaneous, oral or written understandings or agreements binding on the Seller affecting the subject matter of the order other than those expressly referred to herein. No agreement or other understanding modifying these conditions will be binding upon the Seller unless made in writing and signed by its authorized representative.

2. DELIVERY. Delivery of shipments hereunder to good order to a transportation company, properly consigned, shall constitute delivery to the Buyer. The Buyer shall have the right to select the means of transportation, but in the absence of written instructions on the part of the Buyer, then the Seller may select such means. Title to all goods sold hereunder shall pass to Buyer upon Seller's delivery to carrier or transportation company at shipping point.

3. PAYMENT. Invoices for material delivered under this order are payable within thirty days from date of shipment. The terms of payment are subject at all times to the approval of Seller's Treasurer, and in cases of doubt arising as to Buyer's financial responsibility, production may be stopped, and shipments may be suspended or sent C.O.D. until satisfactory assurance of Buyer's responsibility is received. In the event COMPANY resorts to legal action to collect any sum due under this agreement or for lost or damaged equipment, LESSEE (contractor) agrees to pay reasonable attorney's fees and costs.

4. CONTINGENCIES BEYOND SELLER'S CONTROL. Seller shall not be liable for any default or delay in shipment caused by any contingencies including, but not limited to, war, restraints affecting shipping or credit, strikes, lockout, boycott, other labor trouble, riot, fire, flood, short or reduced supplies of fuel or raw materials or excessive costs thereof, government acts, limitations or restraints, or transportation failures. Seller may at its option deliver in proportion to its production in the event of any of the above contingencies.

5. WARRANTIES. Seller guarantees the standard quality of the material and compliance to published specifications, or, at its option, Seller may grant a credit of the Seller's price therefor. Any return for credit of material is subject to prior approval and on terms acceptable to the Seller. Seller's control, Seller makes no guarantee or warranty either expressed or implied, as to such use or effects incident to such use, handling or purchase, either in accordance with the directions or claimed to so be. Seller's liability with respect to materials sold shall be limited to the replacing of material failing to meet the aforesaid standard quality or published specifications, or, at its option, Seller may grant a credit of the Seller's price therefor. Any return for credit of material is subject to prior approval and on terms acceptable to the Seller.

6. CANCELLATION. This order may be cancelled only after prior approval of the Seller and payment of cancellation charges, if any, as determined by Seller.

7. The material covered by this invoice is warranted to have been produced in compliance with the requirements of the Fair Labor Standards Act of 1938, and with all amendments thereto.

CM002552

003430

Tates Rents - Meridian

401 N. Main
Meridian, ID 83642
www.tatesrents.com

208-888-7368 phone
208-888-2847 fax



Status: Closed

Invoice #: 112966
Date Out: Thu 9/11/2008 3:53PM
Operator: MEGAN STRADLEY

Customer # 3958

PETRA, INC.

208 323-4500 FAX 208 323-1147

Terms: On Account
Picked up By: PAT

1097 N ROSARIO PLACE
MERIDIAN, ID 83642

PO #: PC80499

RECEIVED

SEP 23 2008

Qty	Key	Items Rented	Status	Returned Date	Rental Fee
1	3308#5339	BOSCH MEDIUM HAMMER DRILL	Returned	9/11/08 4:11pm	\$25.00
				Discount 35%	(\$8.75)
1	1234-5	CONCRETE BIT, 1"	Returned	9/11/08 4:11pm	\$4.00
				Discount 25%	(\$1.00)

Remit payment to: PO Box 7338, Boise, ID 83707

Job Name: MCH
Job Number: 060675
Cost Code: 01-530
Authorized by: 1/1/08
Date Posted: By: 1/1/08
Budget:
Over Budget:

ENTERED
SEP 19 2008

RENTAL CONTRACT

EQUIPMENT PROTECTION PLAN

EQUIPMENT PROTECTION PLAN IS NOT INSURANCE.

For an additional fee of 12% of the total rental, Lessor agrees to waive certain claims for accidental damage to equipment upon terms and conditions specified on reverse. Equipment Protection Plan does not cover tire damage.

ACCEPT:

DECLINE:

A finance charge of 1.75% per month (Annual Percentage Rate of 21%) may be assessed against overdue accounts.

LESSEE (OR IT'S AGENT) HAS READ THE ENTIRE EQUIPMENT LEASE, INCLUDING TERMS AND CONDITIONS ON REVERSE, OR HAS CHOSEN NOT TO SO READ, AND IN EITHER EVENT ACCEPTS AND SHALL BE BOUND BY THE SAME.

I EITHER KNOW HOW TO PROPERLY OPERATE THE EQUIPMENT LISTED ON THIS EQUIPMENT LEASE OR HAVE ASKED, RECEIVED, AND UNDERSTAND THE INSTRUCTIONS PROVIDED TO ME REGARDING PROPER OPERATION OF THE EQUIPMENT LISTED ABOVE. I ALSO ACKNOWLEDGE THAT TATES RENTS, INC. HAS PROVIDED A COPY OF THIS AGREEMENT TO ME.

SIGNATURE:

PETRA, INC.

Rental:	\$19.25
EPP:	\$0.00
Sales:	\$0.00
Delivery Charge:	\$0.00
Misc. Charges:	\$0.00
Subtotal:	\$19.25
Idaho Sales Tax:	\$1.15
TOTAL:	\$20.40
PAID:	\$0.00
AMOUNT DUE:	\$20.40

Tates Rents - Meridian

401 N. Main
Meridian, ID 83642
www.tatesrents.com

208-888-7368 phone
208-888-2847 fax



Status: Closed

Invoice #: 114109
Date Out: Mon 9/15/2008 12:15PM
Operator: DALLIN THURGOOD

RECEIVED

Customer # 3958

PETRA, INC.

208 323-4500 FAX 208 323-1147

Terms: On Account
Picked up By: PAT

SEP 23 2008

1097 N ROSARIO PLACE
MERIDIAN, ID 83642

Job Descr: MERIDIAN CITY HALL
PO #: PC80500

Qty	Key	Items Rented	Status	Returned Date	Rental Fee
1	3308#5340	BOSCH MEDIUM HAMMER DRILL	Returned	9/17/08 3:19pm	\$100.00
1	1234-5	CONCRETE BIT, 1"	Returned	9/17/08 3:19pm	\$15.00
1	1221-5	BREAKER CHISEL, 1 1/8"	Returned	9/17/08 3:19pm	\$8.00

2 DAY RENT CHARGED

Remit payment to: PO Box 7338, Boise, ID 83707

Job Name: MCHA
Job Number: 060675
Cost Code: 01-530
Authorized by: [Signature]
Date Posted: By:
Budget:
Over Budget:

ENTERED
SEP 19 2008

RENTAL CONTRACT

EQUIPMENT PROTECTION PLAN

EQUIPMENT PROTECTION PLAN IS NOT INSURANCE.

For an additional fee of 12% of the total rental, Lessor agrees to waive certain claims for accidental damage to equipment upon terms and conditions specified on reverse. Equipment Protection Plan does not cover tire damage.

ACCEPT:

DECLINE:

A finance charge of 1.75% per month (Annual Percentage Rate of 21%) may be assessed against overdue accounts. LESSEE (OR IT'S AGENT) HAS READ THE ENTIRE EQUIPMENT LEASE, INCLUDING TERMS AND CONDITIONS ON REVERSE, OR HAS CHOSEN NOT TO SO READ, AND IN EITHER EVENT ACCEPTS AND SHALL BE BOUND BY THE SAME.

I EITHER KNOW HOW TO PROPERLY OPERATE THE EQUIPMENT LISTED ON THIS EQUIPMENT LEASE OR HAVE ASKED, RECEIVED, AND UNDERSTAND THE INSTRUCTIONS PROVIDED TO ME REGARDING PROPER OPERATION OF THE EQUIPMENT LISTED ABOVE. I ALSO ACKNOWLEDGE THAT TATES RENTS, INC. HAS PROVIDED A COPY OF THIS AGREEMENT TO ME.

Rental:	\$123.00
EPP:	\$0.00
Sales:	\$0.00
Delivery Charge:	\$0.00
Misc. Charges:	\$0.00
Subtotal:	\$123.00
Idaho Sales Tax:	\$7.38
TOTAL:	\$130.38
PAID:	\$0.00
AMOUNT DUE:	\$130.38

SIGNATURE: _____

PETRA, INC.

Date: 09/30/2008

** OB COST DETAIL - BY LINE I ***

Report Code: 28.81

Time: 02:21:50 PM

(job history only)

Page: 1

Company No. 1 PETRA Incorporated

Printing: Open Jobs Only Job Range 060675 thru 060675

Phase Codes 01 thru 01 Cost Codes 510 thru 510 Period Range: 9, 2008 thru 9, 2008

TYPE	PHASE	COST	CHG	JOURN	---REFERENCE---	VEND	-----G/L-----	MTL/EQP	UNITS	LAB/EQP	PERIOD
		CODE	ORD	#	DATE	NO	CUST	PERIOD	ACCOUNT	CODE	HOURS
											AMOUNT

Job No: 060675 Meridian City Hall

COST 01 510 Material Delivery

OTH	MERIDIAN CITY HALL	AP682	07/28/08	96517	TATES	9	2008	4060			1,112.52
OTH	4798531205486279 VAUGHN	AP721	09/10/08	0809XX	USBANK	9	2008	4060			75.00
OTH	4798531205486279 VAUGHN	AP721	09/10/08	0809XX	USBANK	9	2008	4060			33.05

1,220.57

Job Period Cost: 1,220.57

CM002555

003433

Tates Rents - Meridian

401 N. Main
Meridian, ID 83642
www.tatesrents.com

08-888-7368 phone
208-888-2847 fax

RECEIVED

State Continued

Invoice #: 96517
Date Out: Mon 7/28/2008 7:30AM
Operator: CHRISTINA GATES

Page 1 of 1

Customer # 3958

PETRA, INC.
1097 N ROSARIO PLACE
MERIDIAN, ID 83642

208 323-4500 FAX 208 323-1147

Terms: On Account
Picked up By: JACK OR SCOTT

PO #: JV1872

Qty	Key	Items Rented	Status	Billed to	Rental Fee
1	4015-E295	FORKLIFT, 8000# 44' GENIE Meter out: 1031.3 Hour metered, items are allowed 10hr/day, 50hr/week & 200hr /4 week usage	Billed to	8/25/08 7:30am	\$1,750.00

Qty	Key	Items Sold	Price Each	Price
47	DIESEL-5	DIESEL	6.49	\$305.03
1	DELIVERY-5	DELIVERY CHARGE	65.00	\$65.00

DELIVERY AND PICKUP

Delivery Date: Mon 7/28/08 7:04 AM

Contact: JACK

Pickup Date: Mon 8/25/08 7:30AM

Phone:

Address: MERIDIAN CITY HALL;

Deliver to Company: 573-7582

MUST MAKE CONTACT WITH CUSTOMER IN ORDER TO GIVE INSTRUCTION. GET PO# FROM CUSTOMER AT THIS TIME.

Remit payment to: PO Box 7338, Boise, ID 83707

MOVE & UNLOAD
MATERIAL
HAUL - TRASH/ROCK

Job Name: MCH
Job Number: 01-510
Cost Code: 01-510
Authorized by: [Signature]
Date Posted: By:
Budget:
Over Budget:

01-510 1112 52
- 50
LEED - 01-510 - 50
180
ENTERED
SEP 15 2008

RENTAL CONTRACT

EQUIPMENT PROTECTION PLAN

EQUIPMENT PROTECTION PLAN IS NOT INSURANCE.

For an additional fee of 12% of the total rental, Lessor agrees to waive certain claims for accidental damage to equipment upon terms and conditions specified on reverse. Equipment Protection Plan does not cover tire damage.

ACCEPT:

DECLINE:

A finance charge of 1.75% per month (Annual Percentage Rate of 21%) may be assessed against overdue accounts. LESSEE (OR IT'S AGENT) HAS READ THE ENTIRE EQUIPMENT LEASE, INCLUDING TERMS AND CONDITIONS ON REVERSE, OR HAS CHOSEN NOT TO SO READ, AND IN EITHER EVENT ACCEPTS AND SHALL BE BOUND BY THE SAME.

I EITHER KNOW HOW TO PROPERLY OPERATE THE EQUIPMENT LISTED ON THIS EQUIPMENT LEASE OR HAVE ASKED, RECEIVED, AND UNDERSTAND THE INSTRUCTIONS PROVIDED TO ME REGARDING PROPER OPERATION OF THE EQUIPMENT LISTED ABOVE. I ALSO ACKNOWLEDGE THAT TATES RENTS, INC. HAS PROVIDED A COPY OF THIS AGREEMENT TO ME.

SIGNATURE:

PETRA, INC.

Rental:	\$1,750.00
EPP:	\$0.00
Sales:	\$305.03
Delivery Charge:	\$65.00
Misc. Charges:	\$0.00
Subtotal:	\$2,120.03
Idaho Sales Tax:	\$105.00
TOTAL:	\$2,225.03
PAID:	\$0.00
AMOUNT DUE:	\$2,225.03

Printed on 8/26/2008 7:04:14 pm

Open Mon-Sat 7am-6pm, Sun. 9am-3pm
Software by Point-of-Rental Systems WWW.POINT-OF-RENTAL.COM

Modification #9

CM002556

003434

01-810

PAUL'S

WELCOME TO
PAUL'S SINCLAIR

ID16122037-001
PAUL'S STINKER
110 N. MAIN
MERIDIAN ID

DATE
TIME 5:07 PM
AUTH# 611170

VISA
ACCOUNT NUMBER
XXXX XXXX XXXX 6279
VAUGHAN/JERRY R

PUMP PRODUCT PPG
08 DIES \$4 749

GALLONS TOTAL
15.793 \$75.00

THANK YOU
HAVE A NICE DAY

01-510

Fork 10th

060675

WELCOME TO
PAUL'S SINCLAIR

ID16122037-001
PAUL'S STINKER
110 N. MAIN
MERIDIAN ID

DATE
TIME 3:10 PM
AUTH# 611101

VISA
ACCOUNT NUMBER
XXXX XXXX XXXX 6279

PUMP PRODUCT PPG.
08 DIES \$4.749

GALLONS	TOTAL
6.960	\$33.05

THANK YOU
HAVE A NICE DAY

Date: 09/30/2008

*** OB COST DETAIL - BY LINE I ***

Report Code: 28.81

Time: 02:56:06 PM

(job history only)

Page: 1

Company No. 1 PETRA Incorporated

Printing: Open Jobs Only Job Range 060675 thru 060675

Phase Codes 01 thru 01 Cost Codes 523 thru 523 Period Range: 9, 2008 thru 9, 2008

TYPE	PHASE	COST	CHG	JOURN	---REFERENCE---	VEND	-----G/L-----	MTL/EQP	UNITS	LAB/EQP	PERIOD
		CODE	ORD	#	DATE	NO	CUST	PERIOD	ACCOUNT	CODE	HOURS
											AMOUNT

Job No: 060675 Meridian City Hall

COST 01 523 Safety Equipment

OTH	MERIDIAN CITY HALL	AP682	09/01/08	08078	TSALAG	9	2008	4060			600.00
OTH	MERIDIAN CITY HALL	AP778	09/18/08	117822	FASCOM	9	2008	4060			65.04
OTH	MERIDIAN CITY HALL	AP787	09/25/08	69762	CANASE	9	2008	4060			8,557.50
											9,222.54

Job Period Cost: 9,222.54

CM002559

003437

ENTERED
SEP 15 2007

INVOICE # 08078[illegible]

Total service charges:	\$600.00
-------------------------------	-----------------

003438



Fastenal Company
P.O. Box 1286
Winona, MN 55987-1286

Packing Slip

Date 9/18/08 Reference No. IDBOS117822 Page 1
DUE DATE: 10/18/2008

Cust. No. IDBOS0330
Cust. P.O. PC80502
Job No.

The store serving you is
535 N Locust Grove Suite 100

Meridian, ID, 83642
Phone #: (208)375-9495
Fax #: (208)375-9496

Ship To
Picked up at Fastenal Store.

Sold To
PETRA, INC.
1097 N ROSARIO ST
Meridian, ID, 83642-8095
208-323-4500; 208-323-4507(Fax)

This Order and Document are subject to the "Terms of Purchase" posted on www.fastenal.com.

Line No.	Quantity Ordered	Quantity Shipped	Quantity Backorder	Description	Control No.	Part No.	Price / Hundred	Amount
HM								
1	10	10	0	3/4-10L2.25A1" CPL Z	130003839	1137828	411.0000	41.10 N
2	X 1	1	1	0 IC WB HIVIS YLW 17oz	rustol	0136174	517.0000	5.17 N
3	1	1	0	RED DANGER TAPE	130000416	63159	1,509.0000	15.09 N

Job Name: WCT6
Job Number: 060615
Cost Code: 01-523
Authorized by: [Signature]
Date Posted: _____ By: _____
Budget: _____
Over Budget: _____

ENTERED
SEP 28 2007

Received By

Tax Exemption
No Exemption

Comments
Contact: Pat

ID

Subtotal	61.36
Shipping & Handling	0.00
State Tax	3.68
County Tax	0.00
City Tax	0.00
TOTAL USD	65.04

If you re-package or re-sell this product, you are required to maintain integrity of Country of Origin to the consumer of this product.

Reasonable collection and attorneys fees will be assessed to all accounts placed for collection
No materials accepted for return without our permission.

X indicates part is a hazardous material

* indicates part was sold at a promotional or special discount price

An invoice will be mailed in approximately five days.

All discrepancies must be reported within 10 days.

Thank You !

FORM - IN13

CM002561

003439

CAN. - ADA SECURITY, INC.

23502 HIGHWAY 30
CALDWELL, ID 83607
208-454-9198**Invoice**

DATE	INVOICE #
9/25/2008	69762

BILL TO
PETRA CONSTRUCTION COMPANY 1027 NORTH ROSARIO ST. MERIDIAN, ID 83642

P.O. NO.	TERMS
06-0675	Due on receipt

DESCRIPTION	RATE	HOURS	AMOUNT
ON SITE SECURITY - NEW MERIDIAN CITY HALL 33 EAST BROADWAY MERIDIAN			
ON SITE OFFICER - SEPTEMBER	17.50	489	8,557.50
9/3,4,5,8,10,11,12,15,18,19,22,24,25,26,29 13HRS EACH = 195HRS			
9/1,6,13,20,27 24HRS EACH = 120 HRS			
9/7,14,21,28 27HRS EACH = 108HRS			
9/2,9,16,23,30 10HRS EACH = 50HRS			
9/17 16HRS EACH = 16HRS			
Job Name: <u>met</u> Job Number: <u>060675</u> Cost Code: <u>01-523</u> Authorized by: <u> </u> Date Posted: <u> </u> By: <u> </u> Budget: <u> </u> Over Budget: <u> </u>			
Total			\$8,557.50

Date: 09/30/2008

* OB COST DETAIL - BY LINE I ***

Report Code: 28.81

Time: 02:23:15 PM

(job history only)

Page: 1

Company No. 1 PETRA Incorporated

Printing: Open Jobs Only Job Range 060675 thru 060675

Phase Codes 01 thru 01 Cost Codes 525 thru 525 Period Range: 9, 2008 thru 9, 2008

TYPE	PHASE	COST	CHG	JOURN	---REFERENCE---	VEND	-----G/L-----	MTL/EQP	UNITS	LAB/EQP	PERIOD
		CODE	ORD	#	DATE	NO	CUST	PERIOD	ACCOUNT	CODE	AMOUNT

Job No: 060675 Meridian City Hall

COST	01	525		Signage							
OTH	4798531205485917	CHILD P.	AP703	09/10/08	0809AA	USBANK	9	2008	4060		12.20
OTH	4798531205486261	BRITAIN	AP703	09/10/08	0809Y	USBANK	9	2008	4060		14.14
LAB	P/R	PE	08/30/08	PR135	08/30/08					22.00	438.81
BRD	P/R	PE	08/30/08	PR135	08/30/08						119.08

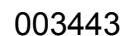
22.00	584.23
-------	--------

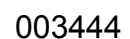
Job Period Cost: 584.23

CM002563

003441

003442





a-b 060675 01-525
THE HOME DEPOT 1804
1100 SO. PROGRESS MERIDIAN, ID 83642
STORE MGR. BRIAN JENSEN (208)887-9699

1804 00057 29660 09/06/08
SALE 14 SCOT57 09:59 AM



030699209521 SCREWS <A>	3.59
030699151943 SHELF GRAY <A>	
401.98	7.92
SUBTOTAL	11.51
SALES TAX	0.69
TOTAL	\$12.20
XXXXXXXXXXXX5917 VISA	12.20
AUTH CODE 116000/1575196	TA



1804 57 29660 09/06/2008 4697

RETURN POLICY DEFINITIONS

POLICY ID	DAYS	POLICY EXPIRES ON
A	1	90
		12/05/2008

THE HOME DEPOT RESERVES THE RIGHT TO
LIMIT / DENY RETURNS. PLEASE SEE THE
RETURN POLICY SIGN IN STORES FOR
DETAILS.

NEED IT INSTALLED?

1-800-HOMEDEPOT

WWW.HOMEDEPOT.COM/INSTALL

CM002567

003445

meridian
city
hall

01-525

THE HOME DEPOT 1804
1400 SO. PROGRESS MERIDIAN, ID 83642
STORE MGR. BRIAN JENSEN (208)887-9699

SALE 1804 00057 17582 08/26/08
14 SCOT57 11:56 AM



030699179862 NYLON POLY <A>
206.67 13.34
SUBTOTAL 13.34
SALES TAX 0.80
TOTAL \$14.14
XXXXXXXXXXXX6261 VISA 14.14
AUTH CODE 216275/2574752 TA



1804 57 17582 08/26/2008 4923

RETURN POLICY DEFINITIONS
POLICY ID DAYS POLICY EXPIRES ON
A 1 90 11/24/2008

THE HOME DEPOT RESERVES THE RIGHT TO
LIMIT / DENY RETURNS. PLEASE SEE THE
RETURN POLICY SIGN IN STORES FOR
DETAILS.

NEED IT INSTALLED?

ENTER FOR A CHANCE
TO WIN A \$5,000
HOME DEPOT GIFT
CARD!

Your Opinion Counts! Complete
the brief survey about your store visit
and enter for a chance to win at:

www.homedepot.com/opinion

Date: 09/30/2008

** OB COST DETAIL - BY LINE I ***

Report Code: 28.81

Time: 02:29:24 PM

(job history only)

Page: 1

Company No. 1 PETRA Incorporated

Printing: Open Jobs Only Job Range 060675 thru 060675

Phase Codes 01 thru 01 Cost Codes 544 thru 544 Period Range: 9, 2008 thru 9, 2008

TYPE	PHASE	COST	CHG	JOURN	---REFERENCE---	VEND	-----G/L-----	MTL/EQP	UNITS	LAB/EQP	PERIOD
		CODE	ORD	#	DATE NO	CUST	PERIOD ACCOUNT	CODE		HOURS	AMOUNT

Job No: 060675 Meridian City Hall

COST 01 544 Temp - Heating

OTH	MERIDIAN CITY HALL	AP682	09/22/08	080922	INTMTN	9	2008	4060			48.68
-----	--------------------	-------	----------	--------	--------	---	------	------	--	--	-------

OTH	MERIDIAN CITY HALL	AP682	08/26/08	87992B	TATES	9	2008	4060			241.51
-----	--------------------	-------	----------	--------	-------	---	------	------	--	--	--------

290.19

Job Period Cost: 290.19

CM002569

003447



P.O. Box 64
Boise, Idaho 83732
www.intgas.com

(208) 377-6840

Call 7 AM - 7 PM Mon-Fri

SERVICE ADDRESS:

33 E Broadway Ave, Meridian, ID 83642-2619

PAYMENT DUE DATE
Sep 22, 2008
RECEIVED

ACCOUNT NUMBER
1 10-769-1

2788
PAY THIS AMOUNT
\$48.68

Total of Account - Previous Billing \$15.77
Payments Received \$0.00
Balance Forward \$15.77

FROM	READING DATES	TO	DAYS	METER NUMBER	METER READINGS FROM	TO	=	100 CU FT X BILLING FACTOR	=	THERMS BILLED
Aug 04		Sep 03	30	459110	1	25		24	1.263	30

BILLING DATE	TYPE OF RATE	CURRENT ACTIVITY	THERMS	X	RATE	=	CHARGE
Sep 08, 2008	GS1	Current Usage	30		.99349		\$29.80
		Customer Charge					\$2.00
		Municipal Franchise Fee					\$0.95
		Interest on Past Due Amount					\$0.16

AVERAGE THERMS PER DAY
THIS YEAR
1.0
LAST YEAR

Total Current Activity \$32.91
Balance Forward \$15.77
Total of Account - Due Sep 22, 2008 \$48.68

INV 080922

Job Name: met
Job Number: 060626
Cost Code: 01-0000
Authorized by: [Signature]
Date Posted: By
Budget:
Over Budget:

ENTERED
SEP 15 2008
544

TO ENSURE PROPER CREDIT TO YOUR ACCOUNT, PLEASE DETACH AND RETURN BOTTOM PORTION OF YOUR BILL WITH PAYMENT.



INTERMOUNTAIN GAS COMPANY
P.O. Box 64
Boise, Idaho 83732

PAYMENT DUE DATE
Sep 22, 2008

ACCOUNT NUMBER
10582400-769-1

PAY THIS AMOUNT
\$48.68

105824007690000004868

Petra Inc
1097 N Rosario St
Meridian, ID 83642-8095



BALANCE FORWARD	\$15.77
CURRENT CHARGES	\$32.91
TOTAL OF ACCOUNT	\$48.68
AMOUNT ENCLOSED	

New email, mailing address or phone number? Use reverse side - PLEASE CHECK BOX ☐

Save a Stamp!
Receive, View & Pay your bill online

CM002570

003448

Tates Rents - Meridian

401 N. Main
Meridian, ID 83642
www.tatesrents.com

208-888-7368 phone
208-888-2847 fax
SEP 04 2008

RECEIVE

Page 1 of 1

Status: Closed

Invoice #: 87992B
Date Out: Tue 8/26/2008 3:23PM
Operator: TED LARSEN

Customer # 3958

PETRA, INC.

208 323-4500 FAX 208 323-1147

Terms: On Account
Picked up By: PAT CHILDS

1097 N ROSARIO PLACE
MERIDIAN, ID 83642

Job Descr: meridian city hall

PO #: PC80480

Qty	Key	Items Rented	Status	Returned Date	Rental Fee
1	3711#5171	FAN, PEDESTAL 30" - 36"	Returned	8/27/08 3:25pm	\$13.92
1	3711#3787	FAN, PEDESTAL 30" - 36"	Returned	8/27/08 3:25pm	\$13.92

Qty	Key	Items Sold	Price Each	Price
1	3711#5171 Serial #N/A	FAN, PEDESTAL 30" - 36" Model #30PF-FP	200.00	\$200.00

PICKUP

Pickup Date: Wed 8/27/08 3:25PM

Contact:
Phone:

Remit payment to: PO Box 7338, Boise, ID 83707

Job Name: MCH
Job Number: 060675
Cost Code: 01-5447
Authorized by: [Signature]
Date Posted: SEP 15 2007
Budget:
Over Budget:

ENTERED
SEP 15 2007**RENTAL CONTRACT****EQUIPMENT PROTECTION PLAN**

EQUIPMENT PROTECTION PLAN IS NOT INSURANCE.

For an additional fee of 12% of the total rental, Lessor agrees to waive certain claims for accidental damage to equipment upon terms and conditions specified on reverse. Equipment Protection Plan does not cover tire damage.

ACCEPT: ☐DECLINE: ☐

A finance charge of 1.75% per month (Annual Percentage Rate of 21%) may be assessed against overdue accounts. LESSEE (OR IT'S AGENT) HAS READ THE ENTIRE EQUIPMENT LEASE, INCLUDING TERMS AND CONDITIONS ON REVERSE, OR HAS CHOSEN NOT TO SO READ, AND IN EITHER EVENT ACCEPTS AND SHALL BE BOUND BY THE SAME. I EITHER KNOW HOW TO PROPERLY OPERATE THE EQUIPMENT LISTED ON THIS EQUIPMENT LEASE OR HAVE ASKED, RECEIVED, AND UNDERSTAND THE INSTRUCTIONS PROVIDED TO ME REGARDING PROPER OPERATION OF THE EQUIPMENT LISTED ABOVE. I ALSO ACKNOWLEDGE THAT TATES RENTS, INC. HAS PROVIDED A COPY OF THIS AGREEMENT TO ME.

SIGNATURE: _____

PETRA, INC.

Rental:	\$27.84
EPP:	\$0.00
Sales:	\$200.00
Delivery Charge:	\$0.00
Misc. Charges:	\$0.00
Subtotal:	\$227.84
Idaho Sales Tax:	\$13.67
TOTAL:	\$241.51
PAID:	\$0.00
AMOUNT DUE:	\$241.51

Printed on 8/27/2008 7:12:26 pm

Open Mon-Sat 7am-6pm, Sun. 9am-3pm
Software by Point-of-Rental Systems WWW.POINT-OF-RENTAL.COM

Modification #4

CM002571

003449

Company No. 1 PETRA Incorporated

Printing: Open Jobs Only Job Range 060675 thru 060675

Phase Codes 01 thru 01 Cost Codes 550 thru 550 Period Range: 9, 2008 thru 9, 2008

TYPE	PHASE	COST	CHG	JOURN	---	REFERENCE---	VEND	-----	G/L-----	MTL/EQP	UNITS	LAB/EQP	PERIOD
		CODE	ORD	#	DATE	NO	CUST	PERIOD	ACCOUNT	CODE		HOURS	AMOUNT

Job No: 060675 Meridian City Hall

COST 01 550 Temp Protection

OTH	MERIDIAN CITY HALL	AP682	08/11/08	4431727	NORCO	9	2008	4060	96.48
OTH	MERIDIAN CITY HALL	AP778	09/08/08	2184760	AMECON	9	2008	4060	44.52
OTH	MERIDIAN CITY HALL	AP785	09/25/08	71123	DESFLO	9	2008	4060	224.40

365.40

Job Period Cost: 365.40



ORIGINAL INVOICE

TO INSURE PROPER CREDIT INCLUDE THESE NUMBERS WITH PAYMENT

08/11/08	14621	04431727
----------	-------	----------

"Serving You Better"
IDAHO • MONTANA • NEVADA
OREGON • UTAH • WASHINGTON

PLEASE MAKE CHECKS PAYABLE TO
AND MAIL TO

Web Sites:
www.norco-inc.com
www.norlab-gas.com

NORCO, INC
PO BOX 15299
BOISE ID 83715

BILL TO
PETRA INC.
1097 N ROSARIO ST
MERIDIAN ID 83642

SHIP TO
PETRA INC.
1097 N ROSARIO ST
MERIDIAN ID 83642

ORDER NUMBER	ORDER DATE	CUSTOMER ORDER NUMBER	LOC	SLS #	TERR #	SHIP VIA	TERMS	INITIALS	PAGE
07590799-00	08/11/08	SEE BELOW	009	100	008	WILL CALL	NET 30	PEC	1
ITEM	QTY SHIP'D	QTY BO	CYLINDER		DESCRIPTION	UOM	UNIT PRICE	AMOUNT	
			SHIP'D	RET'D					
** Location: 9 **					Hardgood P/O:JRB-MCH				
KSTSC-NWI-NSLRG	2	0			BLUE SHOE COVER NON SKID POLYPROPYLENE 150PR/CA 6#	CA	45.5085		91.02
					Subtotal				91.02
<p>Job Name: <u>MCH</u> Job Number: <u>060675</u> Cost Code: <u>01552</u> Authorized by: <u>[Signature]</u> Date Posted: <u>1/14</u> By: <u>[Signature]</u> Budget: _____ Over Budget: _____</p>									
<p>PLEASE CALL YOUR LOCAL BRANCH AT (208) 898-0202 FOR ANY QUESTIONS</p>									
							State Tax 6.000%		5.46
TAXABLE AMOUNT		TERMS: Net 10th. 1 3/4% per month representing a 21% per annum charge on unpaid balances will be added. There will be a minimum service charge of .50 on past due accounts.					AMOUNT THIS INVOICE INCLUDING TAX		96.48
91.02									

ENTERED
SEP 15 2007

CM002573

003451

American CONSTRUCTION SUPPLY & MATERIAL

www.americanconstructionsupply.com

868 JET STREAM DRIVE
REXBURG, IDAHO 83401
PHONE (208) 356-4487
TOLL-FREE (800) 371-4487
FAX (208) 356-4487

2092 N. YELLOWSTONE
IDAHO FALLS, IDAHO 83401
PHONE (208) 523-0667
FAX (208) 523-0668

3685 US HWY 30 WES
POCATELLO, ID 83201
PHONE (208) 478-5111
FAX (208) 478-5119

281 CORBET LANE
DONNAY, IDAHO 83615
PH (208) 325-3310
FAX (208) 325-3312

3500 GARRITY BLVD.
NAMP, IDAHO 83687
PHONE (208) 467-4231
FAX (208) 467-3437

4525 MARKET ST.
BOISE, IDAHO 83705
PHONE (208) 336-8080
FAX (208) 336-8092

195 EASTLAND
TWIN FALLS, IDAHO 83301
PHONE (208) 733-2007
FAX (208) 733-1378

2184760

INVOICE

09/08/08 11:42 011

PETRA, INC.
1097 N. ROSARIO ST.
MERIDIAN, ID

83642

SHIP MERIDIAN CITY HALL
TO: TODAY, SURE

MISC: JACK 573-7582 CELL
CUST PO: JV 18000100

S 1
P 58
A 1
W 61
C 1
P 1

CUST#: 28490.0000 DEL DATE: 09/08/08
208-323-4500

TERMS: NET 30

BID#: 28490.000

L#	QTY	DESCRIPTION	CATALOG	UNITS	PRICE	AMOUNT
----	-----	-------------	---------	-------	-------	--------

1	1	SHRINK WRAP	SHRINK WRAP	0	42.00	42.00
2	1	SAFETY VEST	SAFETY VEST	0	2.52	2.52
3	1	SAFETY VEST	SAFETY VEST	0	2.52	2.52
4	1	SAFETY VEST	SAFETY VEST	0	2.52	2.52
5	1	SAFETY VEST	SAFETY VEST	0	2.52	2.52
6	1	SAFETY VEST	SAFETY VEST	0	2.52	2.52
7	1	SAFETY VEST	SAFETY VEST	0	2.52	2.52
8	1	SAFETY VEST	SAFETY VEST	0	2.52	2.52

Job Name: MCA
Job Number: 060625
Cost Code: 01-350
Authorized by: [Signature]
Date Posted: By
Budget:
Over Budget:

SUBTOTAL 42.00
ID SALES TAX 2.52
TOTAL 44.52

Claims must be made, in writing, within one day after receipt of goods. No merchandise accepted for credit without prior approval. Buyer agrees to pay all fees associated with the collection of the balance of this invoice. BUYER UNDERSTANDS AND AGREES THAT TITLE TO ALL GOODS AND MERCHANDISE REMAINS WITH ACS&R UNTIL THIS INVOICE IS PAID IN FULL. Terms not 15 days after date of invoice unless otherwise noted. Customer agrees to allow ACS or local law enforcement to enter their premises at any time in order to recover any equipment not paid for under terms of agreement.

Received By: [Signature]

M.S.D.S. Provided by American Construction Supply

Absolutely no returns on chemicals or special order items.

FORMS AND ACCESSORIES RENTAL AGREEMENT OUT INFORMATION

Date: Time:
Customer Signature:

X
RENTAL MATERIALS FURNISHED PURSUANT TO THE TERMS & CONDITIONS ON THE FRONT AND REVERSE SIDE HEREOF, WHICH I HAVE READ AND AGREE TO.
Customer's Initials:

All returns will be subject to a restocking charge.

Customer understands that they are fully responsible for the safety of this machine and all those who work around it. The customer also accepts the responsibility in claiming themselves as qualified operators of this equipment, thus understanding the importance of safety at all times.

TERMS: A FINANCE CHARGE OF 1.25% PER MONTH WILL BE CHARGED ON ACCOUNTS OVER 30 DAYS. MINIMUM FINANCE CHARGE OF 50¢.

ORIGINAL

CHECK IN AND RETURN BILLING INFORMATION

Date Returned: Time:

Received By:
(Subject to Count & Inspection at ACS&R)

Deposit:

CM002574

003452

SEP 30 2008

FAXED
9/25/08

DF

DESIGNER FLOORS

1400 Front Street • Boise, Idaho 83702
Commercial (208) 342-4271 • Residential (208) 342-4272 • Fax (208) 342-7245

INVOICE

Bill To: Petra Incorporated
1097 North Rosario Street
Meridian, ID 83642

Date: September 25, 2008
Reference: Meridian City Hall

Attn: Gene Bennett

Sold by: Richard Brown **Terms:** Net 30 Days **Job Number:** 71123 - Extra

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
----------	-------------	------------	--------

Project: Meridian City Hall - Extra

4 rolls Carpet Protection

\$211.70

Requested two (2) rolls on 9/25/08
Delivered 2 rolls on 9/25/08
Requested two (2) rolls on 9/26/08
Delivered 2 rolls on 9/26/08

ENTERED
SEP 30 2008

Job Name: mch
Job Number: 060478
Cost Code: 01-350
Authorized by: _____
Date Posted: _____ **By:** _____
Budget: _____
Over Budget: _____

Sales Tax: \$12.70

Balance Due: \$224.40

ALL PAYMENTS ARE DUE AND PAYABLE ON COMPLETION, UNLESS OTHERWISE STATED ON PROPOSAL AGREEMENT

PROPOSAL AGREEMENT & INVOICE: If payment of the above is not made when due, the seller shall have the right to retain an attorney to collect the same. In the event such action is deemed necessary, the buyer agrees to pay all costs and a reasonable attorney's fee pertaining to the same. No deposit will be returned and no refund on cut goods provided Designer Floors will fulfilled contractual obligation as per proposal agreement.

CM002575

003453

Date: 09/30/2008

*** JOB COST DETAIL - BY LINE IT ***

Report Code: 28.81

Time: 02:21:20 PM

(job history only)

Page: 1

Company No. 1 PETRA Incorporated

Printing: Open Jobs Only Job Range 060675 thru 060675

Phase Codes 01 thru 01 Cost Codes 504 thru 504 Period Range: 9, 2008 thru 9, 2008

TYPE	PHASE	COST	CHG	JOURN	---REFERENCE---	VEND	-----G/L-----	MTL/EQP	UNITS	LAB/EQP	PERIOD
		CODE	ORD	#	DATE	NO	CUST	PERIOD	ACCOUNT	CODE	AMOUNT

Job No: 060675 Meridian City Hall

COST 01 504 Project Trailer

OTH	MERIDIAN CITY HALL	AP682	08/24/08	8027625	GECAP	9	2008	4060			139.05
OTH	MERIDIAN CITY HALL	AP682	09/08/08	10369	PRECOM	9	2008	4060			514.90
OTH	MERIDIAN CITY HALL	AP682	09/04/08	109845	TATES	9	2008	4060			43.99
OTH	MERIDIAN CITY HALL	AP682	08/15/08	4107795	WILSCO	9	2008	4060			250.46
OTH	MERIDIAN CITY HALL	AP750	09/17/08	0690595	DESSPA	9	2008	4060			3,128.43
OTH	MERIDIAN CITY HALL	AP750	09/08/08	4656153	WILSCO	9	2008	4060			137.00
OTH	MERIDIAN CITY HALL	AP778	09/21/08	8189551	GECAP	9	2008	4060			139.05

4,352.88

Job Period Cost: 4,352.88

CM002576

003454



GE Capital

GE CAPITAL
P. O. BOX 31001-0274
PASADENA CA 91110-0274

Our Federal Tax ID # 941686094

9821C 03/18/04 19:30 0012320 20000834 81718104 OEVA-R02 1 OZ DOM 8171810000 147082 BA

#BWNHFXFZ
#0901338199700#



PETRA INCORPORATED
1097 N ROSARIO
MERIDIAN ID 83642-8095

Please remember to reference Account Schedule # (s) pertaining to your request(s).

Phone #: 800-820-0305

Fax: 319-841-632

Correspondence Only: OX 3083,
CEDAR RAPIDS IA 52406-3083

Billing ID Number	90133819970
Invoice Number	68027625
Invoice Date	08/24/2008
Due Date:	09/25/2008
Current Items Due:	139.05
Total Amount Due:	139.05

KAS20WE

000

INVOICE FOR CURRENT ITEMS DUE

Account Schedule Number	Due Date	Purchase Order Number Equipment Description	Line Item Amount	Acct/Sched Total
8327810-001		0001 TOSHIBA COPIER SYSTEM SERIAL NUMBER CJB441279 MODEL NUMBER E-STUDIO160 - LOCATION: 33 E BROADWAY MERIDIAN ID 83642		
	09/25/2008	PAYMENT/INSTALLMENT DUE SALES/USE TAX ON PAYMENT	131.18 7.87	
		ACCOUNT SCHEDULE 8327810-001 TOTAL		139.05

Meridian City Hall Copier

Job Name: Med
Job Number: 060675
Cost Code: 01-504
Authorized by: 1/1
Date Posted: By:
Budget:
Over Budget:

ENTERED
SEP 15 2008

SERVICE LEASINGSOURCE.COM
PAY BILLS ONLINE.

To ensure proper credit, detach and
return this portion with your payment.
Please include your billing ID Number
on your check.

PETRA INCORPORATED
1097 N ROSARIO
MERIDIAN ID 83642-8095

☐ Please check here if your address or equipment
location has changed and complete reverse side.

Billing ID Number	90133819970
Invoice Number	68027625
Due Date:	09/25/2008
Current Items Due:	139.05
Total Amount Due:	139.05

KAS20WE

000

Make Checks Payable and Remit to:

GE CAPITAL
P. O. BOX 31001-0274
PASADENA CA 91110-0274

590133819970680276250000001390500000013905680276253815

CM002577

003455

RECEIVED

SEP 11 2008



PRECOM

Phone: 208.344.3660 Fax: 208.344.0095

EIN: 82-0462492 RCE: 1260, 710 S. ORCHARD STREET
BOISE, ID 83705

Invoice

10369

Number:

Date:

9/8/2008

Bill-ToAttn: Mrs. Robin Lindsey
Petra Inc.
1097 N. Rosario St.
Meridian, ID 83642 U.S.A.Ship-ToAttn: Mrs. Robin Lindsey Phone: (208) 323-4500
Petra Inc.
1097 N. Rosario St.
Meridian, ID 83642 U.S.A.

Source: SO No. 5986

Acct. No.	A/R Cust. No.	Acct. ID	Customer PO	Reference	Sales Rep	Ship Via	Terms
2484	Petra Inc	House			House Account.		Due Upon Receipt

9/4/08 - DISCONNECTED EQUIPMENT, MODEM, AND SWITCH FROM TRAILER. INSTALLED CABLING AND HOOKED UP DSL AND INSTALLED SWITCH IN BASEMENT OF MCH BUILDING.

Description	Qty.	UOM	Ea. Price	Total
PROFESSIONAL SERVICES	1.00	EA	\$385.0000	\$385.00
MATERIALS	1.00	EA	\$129.9000	\$129.90

OFFICE RELOCATION

Job Name: MCH
 Job Number: 060675
 Cost Code: 01-504
 Authorized by: [Signature]
 Date Posted: SEP 15 2007 By: [Signature]
 Budget:
 Over Budget:

Item Total: \$514.90

Sales Tax: \$0.00

Total Amount Due: \$514.90

TERM. Due upon receipt - 1.5% monthly interest will be assessed on past due balance.

Invoice - no Item ID.rpt, Printed: 9/8/2008 4:18:45PM

R10.4

Page 1 of 1

CM002578

003456

Tates Rents - Meridian

401 N. Main
Meridian, ID 83642
www.tatesrents.com

208-888-7368 phone
208-888-2847 fax

RECEIVED

SEP 09 2008

Status: Closed

Invoice #: 109845
Date Out: Thu 9/4/2008 7:45AM
Operator: CHRISTINA GATES

Page 1 of 1

Customer # 3958

PETRA, INC.

208 323-4500 FAX 208 323-1147

Terms: On Account

Picked up By: JUSTIN

1097 N ROSARIO PLACE

Job Descr: MERIDIAN CITY HALL

MERIDIAN, ID 83642

PO #: JV18081

Qty	Key	Items Rented	Status	Returned Date	Rental Fee
1	9108-H965	TRAILER, BOX 6'X12' TANDEM AXL	Returned	9/4/08 3:40pm	\$41.50

Remit payment to: PO Box 7338, Boise, ID 83707

Contract Signature:

Date: 9/4/2008 7:12AM

Modification # 2

Moving Order

Job Name: Meridian
Job Number: 06-0675
Cost Code: 01-504
Authorized by: [Signature]
Date Posted: By:
Budget:
Over Budget:

ENTERED
SEP 15 2007

RENTAL CONTRACT

EQUIPMENT PROTECTION PLAN

EQUIPMENT PROTECTION PLAN IS NOT INSURANCE.

For an additional fee of 12% of the total rental, Lessor agrees to waive certain claims for accidental damage to equipment upon terms and conditions specified on reverse. Equipment Protection Plan does not cover tire damage.

ACCEPT:

DECLINE:

A finance charge of 1.75% per month (Annual Percentage Rate of 21%) may be assessed against overdue accounts. LESSEE (OR ITS AGENT) HAS READ THE ENTIRE EQUIPMENT LEASE, INCLUDING TERMS AND CONDITIONS ON REVERSE, OR HAS CHOSEN NOT TO SO READ, AND IN EITHER EVENT ACCEPTS AND SHALL BE BOUND BY THE SAME. I EITHER KNOW HOW TO PROPERLY OPERATE THE EQUIPMENT LISTED ON THIS EQUIPMENT LEASE OR HAVE ASKED, RECEIVED, AND UNDERSTAND THE INSTRUCTIONS PROVIDED TO ME REGARDING PROPER OPERATION OF THE EQUIPMENT LISTED ABOVE. I ALSO ACKNOWLEDGE THAT TATES RENTS, INC. HAS PROVIDED A COPY OF THIS AGREEMENT TO ME.

SIGNATURE:

PETRA, INC.

Rental:	\$41.50
EPP:	\$0.00
Sales:	\$0.00
Delivery Charge:	\$0.00
Misc. Charges:	\$0.00
Subtotal:	\$41.50
Idaho Sales Tax:	\$2.49
TOTAL:	\$43.99
PAID:	\$0.00
AMOUNT DUE:	\$43.99

Printed on 9/4/2008 7:17:30 pm

Open Mon-Sat 7am-6pm, Sun. 9am-3pm
Software by Point-of-Rental Systems WWW.POINT-OF-RENTAL.COM

Modification #3

CM002579

003457



Corporate Operations
8211 Center Drive
Baltimore, MD 21236

INVOICE

Invoice	Amount Due	Due Date
8410779	\$250.46	Upon Receipt
PLEASE INCLUDE INVOICE NUMBER ON YOUR CHECK MADE PAYABLE TO WILLIAMS SCOTSMAN, INC.		Amount Enclosed

Do not include correspondence with your remittance. Correspondence should be directed to the William Scotsman Branch address indicated below.

Please remit payment to:

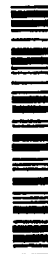
Billed to:

PETRA INC
1097 N ROSARIO ST
MERIDIAN, ID 83642-8095



WILLIAMS SCOTSMAN, INC.

PO BOX 91975
CHICAGO IL 60693-1975



0.1.1

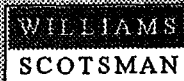
1096713

557347

Please detach and return top portion with your payment to insure proper credit to your account. Thank you. A

Page 1 of 1

INVOICE



www.willscot.com

Questions regarding your account
should be directed to:

Williams Scotsman
1533 11th Ave N
Nampa, ID 83687-6779
208-461-1385

Invoice Date:	08/15/2008	Unit Location
Invoice #:	84107795	Petra Inc 33 Broadway (Meridian City Hall Project) MERIDIAN, ID 83642
Due Date:	Upon Receipt	
Customer #:	1096713	Purchasing Agent
		Jack Vaughan

Federal ID NO. 52-0665775 The buyer agrees to pay all applicable state and municipal taxes on this transaction.

UNIT NO.	BILLING TERM	DESCRIPTION	AMOUNT
When paying multiple Invoices, please enclose all remittance forms or a list of all dollar amounts paid on each Invoice Number to assure accurate and timely application of payment.			
OWL-27586	08/11/08 THRU 09/10/08	RENT STORAGE DELIVERY FREIGHT CONTAINER LOCK - RENTAL PROPERTY DAMAGE WAIVER (STORAG ID PERSONAL PROPERTY TAX SALES TAX	\$80.00 \$137.00 \$12.00 \$10.00 \$5.60 \$5.86
CURRENT INVOICE AMOUNT DUE:			\$250.46
Job Name: <u>Mch</u> Job Number: <u>060625</u> Cost Code: <u>01-504</u> Authorized by: <u>[Signature]</u> Date Posted: <u>SEP 15 2007</u> By: <u>[Signature]</u> Budget: <u> </u> Over Budget: <u> </u>			

Late fees of 1 1/2% per month on all past due accounts. A \$30.00 fee will be charged for any returned checks.

353ac2B2

CM002580

003458



LEASE TERMINATION

INVOICE

NUMBER:

0690595

INVOICE DATE: 9/17/2008

CUSTOMER #: 49 - 0635904

LEASE #: 1000752

PO NUMBER: 060675

RECEIVED

SEP 22 2008

Boise Branch Office 208-362-7587 FAX: 208-362-7588

REMIT TO:

2235 ENCINITAS BLVD, SUITE 111
ENCINITAS, CA 92024
(866) 889-7777

BILL TO:

PETRA INCORPORATED
1097 N. ROSARIO ST
MERIDIAN, ID 83642

UNIT LOCATION:

NEW MERIDIAN CITY HALL
200 E. CARLTON
MERIDIAN, ID 83642

UNIT	QUANTITY	DESCRIPTION	AMOUNT
190749	1	12X60 OF 24X60 WET 4 OFFICE	0.00
		Serial #: 00204A	
190750	1	12X60 OF 24X60 WET 4 OFFICE	0.00
		Serial #: 00204B	
	3	STEPS	0.00
		RETURN DELIVERY	410.00
		TEAR DOWN	2,718.43
		UNIT RETURNED ON 09/08/08	

Job Name: MCH
Job Number: 060123
Cost Code: 01-504
Authorized by: [Signature]
Date Posted: SEP 14 2008 By: [Signature]
Budget: _____
Over Budget: _____

ENTERED

NET ORDER:	3,128.43
P.P. TAX:	0.00
INSURANCE WAIVER:	0.00
SALES TAX:	0.00
TOTAL INVOICE:	3,128.43

Terms: Due Upon Receipt of Invoice

CM002581

003459



Corpor Operations
8211 Center Drive
Baltim ID 21236

INVOICE

Invoice	Amount Due	Due Date
84656153	\$137.00	Upon Receipt
PLEASE INCLUDE INVOICE NUMBER ON YOUR CHECK MADE PAYABLE TO WILLIAMS SCOTSMAN, INC.		Amount Enclosed

Do not include correspondence with your remittance. Correspondence should be directed to the William Scotsman Branch address indicated below.

RECEIVED

Billed to:

SEP 16 2008

PETRA INC
1097 N ROSARIO ST
MERIDIAN, ID 83642-8095



WILLIAMS SCOTSMAN, INC.

PO BOX 91975
CHICAGO IL 60693-1975



O.1.1

1096713

557347

Please detach and return top portion with your payment to insure proper credit to your account. Thank you.

Page 1 of 1

INVOICE



Questions regarding your account should be directed to:

Williams Scotsman
1533 11th Ave N
Nampa, ID 83687-6779
208-461-1385

Invoice Date:	09/08/2008	Unit Location
Invoice #:	84656153	Petra Inc 33 Broadway (Meridian City Hall Project) MERIDIAN, ID 83642
Due Date:	Upon Receipt	Purchasing Agent
Customer #:	1096713	Jack Vaughan

www.willscot.com

Federal ID NO. 52-0685775 The buyer agrees to pay all applicable state and municipal taxes on this transaction.

UNIT NO.	BILLING TERM	DESCRIPTION	AMOUNT
When paying multiple Invoices, please enclose all remittance forms or a list of all dollar amounts paid on each Invoice Number to assure accurate and timely application of payment.			
OWL-27586		RETURN FREIGHT	\$137.00
CURRENT INVOICE AMOUNT DUE:			\$137.00
OPEN INVOICE(S) as of 09/08/2008			
Due Date	Invoice #	Open Amount	
08/15/2008	84107795	\$250.46	
Job Name: <u>mtb</u> Job Number: <u>060675</u> Cost Code: <u>01-804</u> Authorized by: <u>[Signature]</u> Date Posted: <u> </u> By: <u> </u> Budget: <u> </u> Over Budget: <u> </u>			

ENTERED
SEP 24 2008

Late fees of 1 1/2% per month on all past due accounts. A \$30.00 fee will be charged for any returned checks.



GE Capital

GE CAPITAL
P. O. BOX 31001-0274
PASADENA CA 91110-0274

14715 1 MB 0.369

PETRA INCORPORATED
1097 N ROSARIO
MERIDIAN ID 83642-8095



Please remember to reference Account Schedule #(s) pertaining to your request(s).

Phone #: 800-820-0305

Fax: 319-841-6324

Correspondence Only: PO Box 3083

CEDAR RAPIDS IA 52406-3083

RECEIVED
SEP 26 2008

14715
56
0

Billing ID Number	90133819970
Invoice Number	68189551
Invoice Date	09/21/2008
Due Date:	10/25/2008
Current Items Due:	139.05
Total Amount Due:	278.10

Account Schedule
Number

INVOICE FOR CURRENT ITEMS DUE

Our Federal Tax ID # 941686094

Due Date

Purchase Order Number
Equipment Description

Line Item
Amount

Acct/Sched
Total

8327810-001

0001 TOSHIBA COPIER SYSTEM
SERIAL NUMBER CJB441279
MODEL NUMBER E-STUDIO160
LOCATION:
33 E BROADWAY
MERIDIAN ID 83642

10/25/2008

PAYMENT/INSTALLMENT DUE
SALES/USE TAX ON PAYMENT

131.18
7.87

ACCOUNT SCHEDULE 8327810-001 TOTAL

139.05

Job Name: MCH
Job Number: 060678
Cost Code: 01-504
Authorized by: [Signature]
Date Posted: By: [Signature]
Budget:
Over Budget:

ENTERED
SEP 29 2007

SERVICE.LEASINGSOURCE.COM
PAY BILLS ONLINE.

To ensure proper credit, detach and
return this portion with your payment.
Please include your billing ID number
on your check.

PETRA INCORPORATED
1097 N ROSARIO
MERIDIAN ID 83642-8095

Billing ID Number	90133819970
Invoice Number	68189551
Due Date:	10/25/2008
Current Items Due:	139.05
Total Amount Due:	278.10

Make Checks Payable and Remit to:



GE CAPITAL
P. O. BOX 31001-0274
PASADENA CA 91110-0274

☐ Please check here if your address or equipment
location has changed and complete reverse side.

590133819970681895510000001390500000027810681895513819

14715

CM002583

003461

02-1x19-9800(6/08)

Date: 09/30/2008

Time: 02:30:59 PM

Company No. 1 PETRA Incorporated

Printing: Open Jobs Only Job Range 060675 thru 060675

Phase Codes 01 thru 01 Cost Codes 556 thru 556 Period Range: 9, 2008 thru 9, 2008

*** OB COST DETAIL - BY LINE IT ***

(job history only)

Report Code: 28.81

Page: 1

TYPE	PHASE	COST	CHG	JOURN	---REFERENCE---	VEND	-----G/L-----	MTL/EQP	UNITS	LAB/EQP	PERIOD	
		CODE	ORD	#	DATE	NO	CUST	PERIOD	ACCOUNT	CODE	HOURS	AMOUNT

Job No: 060675 Meridian City Hall

COST	01	556	Toilets									
	OTH	MERIDIAN CITY HALL		AP682	09/05/08	17825A	ABCSAN	9	2008	4060		660.90
												660.90
											Job Period Cost:	660.90

CM002584

003462

INVOICE

SEP 09 2008

ABC Sanitation
P.O. Box 1700
Nampa, ID 83653-1700
Tel: (208) 467-0089
Fax: (208) 467-0097

Petra Inc
1097 N. Rosario St
Meridian, ID 83642

Invoice #: 17825 *A*
Invoice Date: Sep 05, 2008
Page #: 1
PO Number: Meridian City Hall

Transaction Date	Type	Charge Code / Description	Rate	Quantity	Amount
Sep 02, 2008	Period	(62) Petra Inc, 33 E Broadway Ave, Meridian, ID, 83642 PO: Meridian City Hall			
Sep 02, 2008	Period	RENTAL (Aug 09, 2008 - Sep 02, 2008)	\$ 45.00	25.00	\$ 40.18
Sep 02, 2008	Period	WEEKLY SERVICE (Aug 09, 2008 - Sep 02, 2008)	\$ 45.35	25.00	\$ 40.49
Sep 02, 2008	Period	2ND WEEKLY SERVICE (Aug 09, 2008 - Sep 02, 2008)	\$ 45.35	25.00	\$ 40.49
Sep 02, 2008	Period	EXTRA SERVICE (Aug 09, 2008 - Sep 02, 2008)	\$ 35.00	25.00	\$ 35.00
Sep 02, 2008	Period	RENTAL (Aug 09, 2008 - Sep 02, 2008)	\$ 52.00	25.00	\$ 46.43
Sep 02, 2008	Period	WEEKLY SERVICE (Aug 09, 2008 - Sep 02, 2008)	\$ 221.40	25.00	\$ 197.68
Sep 02, 2008	Period	2ND WEEKLY SERVICE (Aug 09, 2008 - Sep 02, 2008)	\$ 181.40	25.00	\$ 161.96
Sep 02, 2008	Period	EXTRA SERVICE (Aug 09, 2008 - Sep 02, 2008)	\$ 25.00	25.00	\$ 25.00
Sep 02, 2008	Period	PICKUP (Sep 02, 2008 - Sep 02, 2008)	\$ 20.00	1.00	\$ 20.00
Sep 02, 2008		Fuel Surcharge			\$ 48.47
Sep 02, 2008		Idaho Sales Tax		6.00 %	\$ 5.20
Invoice Total					\$ 660.90

Thanks for letting ABC Sanitation and Septic Inc. take care of your septic and portable restroom needs! We appreciate your business. If you have any questions please feel free to give us a call.

TEAR OFF HEADER AND RETURN LOWER PORTION WITH YOUR PAYMENT

Job Name: *MCH*
Job Number: *0160675*
Cost Code: *01556*
Authorized by: *[Signature]*
Date Posted: *[Signature]* By: *[Signature]*
Budget: _____
Over Budget: _____

ENTERED
SEP 15 2007

Customer #: 001273 - 000062
Invoice #: 17825
Invoice Date: Sep 05, 2008
PO Number: _____
Invoice Total \$ 660.90

ABC Sanitation
P.O. Box 1700
Nampa, ID 83653-1700

PLEASE WRITE IN AMOUNT OF PAYMENT ENCLOSED

--

CM002585

003463

Date: 09/30/2008

** OB COST DETAIL - BY LINE I

Report Code: 28.81

Time: 02:19:48 PM

(job history only)

Page: 1

Company No. 1 PETRA Incorporated

Printing: Open Jobs Only Job Range 060675 thru 060675

Phase Codes 01 thru 01 Cost Codes 480 thru 480 Period Range: 9, 2008 thru 9, 2008

TYPE	PHASE	COST	CHG	JOURN	---REFERENCE---	VEND	-----G/L-----	MTL/EQP	UNITS	LAB/EQP	PERIOD
		CODE	ORD	#	DATE	NO	CUST	PERIOD	ACCOUNT	CODE	AMOUNT

Job No: 060675 Meridian City Hall

COST 01 480 Trash Bin

OTH MERIDIAN CITY HALL AP682 08/11/08 886978 WESIDA 9 2008 4060

125.00

OTH Dumpsters #99.00.2395.01 AP690 09/05/08 080905b MERCIT 9 2008 4060

3,155.76

3,280.76

Job Period Cost: 3,280.76

CM002586

003464

Western Idaho Crane Service, LLC

2609 Keim Lane
Nampa, ID 83687
406-8921

AUG 28 2008

Invoice

Date	Invoice #
8/11/2008	886978

Bill To
Petra 1097 N. Rosario Place Meridian, ID 83642

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
	Meridian City Hall - crane services - offload trash	125.00	125.00
<div>Job Name: <u>MCH</u></div> <div>Job Number: <u>060625</u></div> <div>Cost Code: <u>01-485</u></div> <div>Authorized by: <u>[Signature]</u></div> <div>Date Posted: <u> </u> By: <u> </u></div> <div>Budget: <u> </u></div> <div>Over Budget: <u> </u></div>			
		Total	\$125.00

ENTERED
SEP 15 2008

CM002587

003465

Statement

Statement Number:
21867Statement Date:
8/1/08

Sanitary Services
P.O. Box 626
Meridian, ID. 83680

Phone: (208) 888-3999

Bill To:

Service Address:

PETRA INC
 9056 W. BLACK EAGLE RD
 BOISE, ID 83709

33 E BROADWAY
 MERIDIAN, ID 83642

FAX: 323-1147 attn: K.C

Account No: 99.00.2395.1

Quantity	Description	Unit Cost	Amount
2.0	30 Yd Container Monthly Fee	84.32	\$ 168.64
4.0	10 YD MONTHLY RENT	60.00	\$ 240.00
4.0	HAUL CHARGE - MERIDIAN (7/28), (8/4), (8/5), (8/21)	109.65	\$ 438.60
120.0	CUBIC YDS/ DISPOSAL - CONST. (7/28), (8/4), (8/5), (8/21)	10.60	\$ 1,272.00
4.0	HAUL CHARGE - RECYCLING CB: (7/28), (8/13), (8/19), (8/25)	49.00	\$ 196.00
1.0	HAUL CHARGE - RECYCLING PLASTIC: (8/14),	49.00	\$ 49.00
4.0	HAUL MINI ROLLOFF (7/30), (8/4), (8/14), (8/19),	49.00	\$ 196.00
40.0	CUBIC YDS / DISPOSAL - WOOD (7/30), (8/4), (8/14), (8/19),	2.65	\$ 106.00
3.0	HAUL MINI ROLLOFF (7/30), (8/4), (8/21)	49.00	\$ 147.00
30.0	CUBIC YDS/ DISPOSAL - CONST. (7/30), (8/4), (8/21)	10.60	\$ 318.00

Job Name: MOHJob Number: 060475Cost Code: 01-480Authorized by: [Signature]Date Posted: [Signature] By: [Signature]Budget: [Signature]Over Budget: [Signature]

Subtotal \$ 3,131.24

Sales Tax \$ 24.52

TOTAL \$ 3,155.76

Billing Period: 07/26/08 TO 08/25/08

THIS IS NOT A BILL. FOR INFORMATION ONLY.

Please match this information with your bill from the City of Meridian
 and make checks payable to the "City of Meridian."

CM002588

003466

Date: 09/30/2008

** OB COST DETAIL - BY LINE I ***

Report Code: 28.81

Time: 02:15:55 PM

(job history only)

Page: 1

Company No. 1 PETRA Incorporated

Printing: Open Jobs Only Job Range 060675 thru 060675

Phase Codes 01 thru 01 Cost Codes 050 thru 050 Period Range: 9, 2008 thru 9, 2008

TYPE	PHASE	COST	CHG	JOURN	---REFERENCE---	VEND	-----G/L-----	MTL/EQP	UNITS	LAB/EQP	PERIOD	
		CODE	ORD	#	DATE	NO	CUST	PERIOD	ACCOUNT	CODE	HOURS	AMOUNT

Job No: 060675 Meridian City Hall

COST 01 050 Survey/Field Engineerin

OTH 4798531205485917 CHILD P. AP703 09/10/08 0809AA USBANK 9 2008 4060

18.30

18.30

Job Period Cost: 18.30

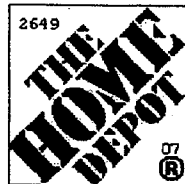
CM002589

003467

01-050

9-8 060675
THE HOME DEPOT 1804
1100 SO. PROGRESS MERIDIAN, ID 83642
STORE MGR: BRIAN JENSEN (208)887-9699

SALE 1804 00058 37919 09/08/08
14 SCOT58 02:55 PM



020066259297 PAINT <A>	
205.27	10.54
070798181014 ACRYL CAULK <A>	
302.24	6.72
SUBTOTAL	17.26
SALES TAX	1.04
TOTAL	\$18.30
XXXXXXXXXXXX5917 VISA	18.30
AUTH CODE 518065/9586250	TA



1804 58 37919 09/08/2008 2649

RETURN POLICY DEFINITIONS

POLICY ID	DAYS	POLICY EXPIRES ON
A	1	90 12/07/2008

THE HOME DEPOT RESERVES THE RIGHT TO
LIMIT / DENY RETURNS. PLEASE SEE THE
RETURN POLICY SIGN IN STORES FOR
DETAILS:

NEED IT INSTALLED?

1-800-HOMEDEPOT

WWW.HOMEDEPOT.COM/INSTALL

CM002590

003468

APPLICATION FOR PAYMENT
Meridian City Hall

City of Meridian
33 East Idaho Street
Meridian, ID 83642

APPLICATION #:
APPLICATION DATE:
PERIOD TO:
PROJECT NAME:
PROJECT NO:

23
9/30/2008
9/30/2008
Meridian City Hall
06-0675

CK# 8472
CK# 84912
23

CHANGE ORDERS

TOTAL CONTRACT AMOUNT:	\$ 205,000.00	\$ 205,000.00	\$ -	\$ 110,307.58	\$ 30,801.51	\$ 141,108.09	69%	\$ 63,890.91	\$ -	-	\$ 30,801.51
------------------------	---------------	---------------	------	---------------	--------------	---------------	-----	--------------	------	---	--------------

APPROVED FOR PAYMENT
PO# 08-0136 = \$30,801.51

Purchasing Agent Approval:

Council Approval

Worksheet - LEED

10/1/2008 at 10:24 AM

Page 1 of 1
File City Hall Draw #023 09-08.xls

CM002591

003469

Date: 10/01/2008

*** JOB COST DETAIL - BY LINE I ***

Report Code: 28.81

Time: 09:18:23 AM

(job history only)

Page: 1

Company No. 1 PETRA Incorporated

Printing: Open Jobs Only Job Range 060675 thru 060675

Phase Codes 01 thru 01 Cost Codes 180 thru 180 Period Range: 9, 2008 thru 9, 2008

TYPE	PHASE	COST	CHG	JOURN	---REFERENCE---	VEND	-----G/L-----	MTL/EQP	UNITS	LAB/EQP	PERIOD
		CODE	ORD	#	DATE NO	CUST	PERIOD ACCOUNT	CODE		HOURS	AMOUNT

Job No: 060675 Meridian City Hall

COST 01 180 LEED Activity

OTH	MERIDIAN CITY HALL	AP682	08/22/08	105819	TATES	9	2008	4060			36.57
OTH	MERIDIAN CITY HALL	AP682	07/28/08	96517	TATES	9	2008	4060			1,112.51
OTH	4798531205483144 TREPAGNI	AP703	09/10/08	0809L	USBANK	9	2008	4060			34.24
OTH	4798531205486279 VAUGHN	AP721	09/10/08	0809XX	USBANK	9	2008	4060			75.00
OTH	4798531205486279 VAUGHN	AP721	09/10/08	0809XX	USBANK	9	2008	4060			22.00
OTH	MERIDIAN CITY HALL	AP728	09/04/08	9993565	SIMGRI	9	2008	4060			1,509.00
OTH	MERIDIAN CITY HALL	AP750	09/22/08	102	JOHADA	9	2008	4060			990.00
OTH	MERIDIAN CITY HALL	AP750	09/05/08	110665	TATES	9	2008	4060			103.31
OTH	MERIDIAN CITY HALL	AP750	08/26/08	87992A	TATES	9	2008	4060			354.04
OTH	MERIDIAN CITY HALL	AP751	08/22/08	101	JOHADA	9	2008	4060			1,560.00
OTH	MERIDIAN CITY HALL	AP803	09/25/08	2750-15	PACWES	9	2008	4060			12,950.94
LAB	frm 01-890	JC537	09/24/08	ma		9	2008	4030		23.00	
BRD	frm 01-890	JC537	09/24/08	ma		9	2008	4040			
LAB	frm 01-890	JC537	09/24/08	ma		9	2008	4030		6.50	
BRD	frm 01-890	JC537	09/24/08	ma		9	2008	4040			
LAB	s/b 01-890	JC539	09/24/08	ma		9	2008	4030		-6.50	
BRD	s/b 01-890	JC539	09/24/08	ma		9	2008	4040			
LAB	P/R PE 08/30/08	PR135	08/30/08			9	2008	4030		65.00	
BRD	P/R PE 08/30/08	PR135	08/30/08			9	2008	4040			
LAB	P/R PE 09/06/08	PR136	09/06/08			9	2008	4030		75.00	
BRD	P/R PE 09/06/08	PR136	09/06/08			9	2008	4040			
LAB	P/R PE 09/13/08	PR138	09/13/08			9	2008	4030		89.50	
BRD	P/R PE 09/13/08	PR138	09/13/08			9	2008	4040			
LAB	P/R PE 09/20/08	PR140	09/20/08			9	2008	4030		94.50	
BRD	P/R PE 09/20/08	PR140	09/20/08			9	2008	4040			
										347.00	18,747.61

Job Period Cost: 18,747.61

CM002592

003470

Tates Rents - Meridian

401 N. Main
Meridian, ID 83642
www.tatesrents.com

08-888-7368 phone
208-888-2847 fax SEP 08 2008

RECEIVED



Page 1 of 1

Stat Closed

Invoice #: 105819
Date Out: Fri 8/22/2008 8:24AM
Operator: TED LARSEN
Salesman: Paul Bennet 850-1007
Terms: On Account
Picked up By: PAT KERSHISNIK

Customer # 3958

PETRA, INC.

208 323-4500 FAX 208 323-1147

1097 N ROSARIO PLACE

MERIDIAN, ID 83642

PO #: pc 80494

Job #:JA23010

Qty	Key	Items Rented	Status	Returned Date	Rental Fee
1	2938#5604	SAW, 14" CUT-OFF GAS	Returned	8/22/08 9:29am	\$28.50
1	1268-5	GAS CAN, 1 1/2 GALLON	Returned	8/22/08 9:29am	\$1.00
1	2909-5-5	BLADE, 14" DIAMOND CONCRETE	Returned	8/22/08 9:29am	\$0.00
		Reading out: 667 Reading in: 667 Total units used: 0.00			
1	2938-1773	SAW, 14" CUT-OFF GAS TS420	Returned	8/22/08 8:33am	\$0.00
		Equipment exchanged on 8/22/2008 for 2938#5604			

Qty	Key	Items Sold	Price Each	Price
1	2909-5-5	BLADE, 14" DIAMOND CONCRETE	5.00	\$5.00

Deliver to Company: PETRA, INC

Remit payment to: PO Box 7338, Boise, ID 83707

Job Name: meff
Job Number: 060605
Cost Code: 01-7338
Authorized by: [Signature]
Date Posted: 8/22/08 By: [Signature]
Budget: 180
Over Budget: 180

OK 9/22/08

LEED - CUTUP SCRAP MATERIAL

RENTAL CONTRACT**EQUIPMENT PROTECTION PLAN**

EQUIPMENT PROTECTION PLAN IS NOT INSURANCE.

For an additional fee of 12% of the total rental, Lessor agrees to waive certain claims for accidental damage to equipment upon terms and conditions specified on reverse. **Equipment Protection Plan does not cover tire damage.**

ACCEPT:

DECLINE:

A finance charge of 1.75% per month (Annual Percentage Rate of 21%) may be assessed against overdue accounts. LESSEE (OR IT'S AGENT) HAS READ THE ENTIRE EQUIPMENT LEASE, INCLUDING TERMS AND CONDITIONS ON REVERSE, OR HAS CHOSEN NOT TO SO READ, AND IN EITHER EVENT ACCEPTS AND SHALL BE BOUND BY THE SAME. I EITHER KNOW HOW TO PROPERLY OPERATE THE EQUIPMENT LISTED ON THIS EQUIPMENT LEASE OR HAVE ASKED, RECEIVED, AND UNDERSTAND THE INSTRUCTIONS PROVIDED TO ME REGARDING PROPER OPERATION OF THE EQUIPMENT LISTED ABOVE. I ALSO ACKNOWLEDGE THAT TATES RENTS, INC. HAS PROVIDED A COPY OF THIS AGREEMENT TO ME.

SIGNATURE:

PETRA, INC.

Rental:	\$29.50
EPP:	\$0.00
Sales:	\$5.00
Delivery Charge:	\$0.00
Misc. Charges:	\$0.00
Subtotal:	\$34.50
Idaho Sales Tax:	\$2.07
TOTAL:	\$36.57
PAID:	\$0.00
AMOUNT DUE:	\$36.57

Printed on 8/22/2008 10:03:10 pm

Open Mon-Sat 7am-6pm, Sun. 9am-3pm
Software by Point-of-Rental Systems WWW.POINT-OF-RENTAL.COM

Modification #4

CM002593

003471

Tates Rents - Meridian

401 N. Main
Meridian, ID 83642
www.tatesrents.com

08-888-7368 phone
208-888-2847 fax

RECEIVED
SEP 8 2008

Status: Continued

Invoice #: 96517
Date Out: Mon 7/28/2008 7:30AM
Operator: CHRISTINA GATES

Page 1 of 1

Customer # 3958

PETRA, INC.

208 323-4500 FAX 208 323-1147

Terms: On Account
Picked up By: JACK OR SCOTT

1097 N ROSARIO PLACE

MERIDIAN, ID 83642

PO #: JV1872

Qty	Key	Items Rented	Status	Billed to	Rental Fee
1	4015-E295	FORKLIFT, 8000# 44' GENIE	Billed to	8/25/08 7:30am	\$1,750.00
		Meter out: 1031.3			
		Hour metered items are allowed 10hr/day, 50hr/week & 200hr /4 week usage			

Qty	Key	Items Sold	Price Each	Price
47	DIESEL-5	DIESEL	6.49	\$305.03
1	DELIVERY-5	DELIVERY CHARGE	65.00	\$65.00

DELIVERY AND PICKUP

Delivery Date: Mon 7/28/08 7:04 AM

Contact: JACK

Pickup Date: Mon 8/25/08 7:30AM

Phone:

Address: MERIDIAN CITY HALL;

Deliver to Company: 573-7582

MUST MAKE CONTACT WITH CUSTOMER IN ORDER TO GIVE INSTRUCTION. GET PO# FROM CUSTOMER AT THIS TIME.

Remit payment to: PO Box 7338, Boise, ID 83707

MOVE & UNLOAD
MATERIAL
HAUL - TRASH/RECYCLE

Job Name: MCH
Job Number: 060675
Cost Code: 01-510
Authorized by: [Signature]
Date Posted: By:
Budget:
Over Budget:

01-510 - 50%
LEED - 01-405 - 80%
1112 SL 180

RENTAL CONTRACT

EQUIPMENT PROTECTION PLAN

EQUIPMENT PROTECTION PLAN IS NOT INSURANCE.

For an additional fee of 12% of the total rental, Lessor agrees to waive certain claims for accidental damage to equipment upon terms and conditions specified on reverse. Equipment Protection Plan does not cover fire damage.

ACCEPT:

DECLINE:

A finance charge of 1.75% per month (Annual Percentage Rate of 21%) may be assessed against overdue accounts. LESSEE (OR ITS AGENT) HAS READ THE ENTIRE EQUIPMENT LEASE, INCLUDING TERMS AND CONDITIONS ON REVERSE, OR HAS CHOSEN NOT TO SO READ, AND IN EITHER EVENT ACCEPTS AND SHALL BE BOUND BY THE SAME. I EITHER KNOW HOW TO PROPERLY OPERATE THE EQUIPMENT LISTED ON THIS EQUIPMENT LEASE OR HAVE ASKED, RECEIVED, AND UNDERSTAND THE INSTRUCTIONS PROVIDED TO ME REGARDING PROPER OPERATION OF THE EQUIPMENT LISTED ABOVE. I ALSO ACKNOWLEDGE THAT TATES RENTS, INC. HAS PROVIDED A COPY OF THIS AGREEMENT TO ME.

SIGNATURE:

PETRA, INC.

Rental:	\$1,750.00
EPP:	\$0.00
Sales:	\$305.03
Delivery Charge:	\$65.00
Misc. Charges:	\$0.00
Subtotal:	\$2,120.03
Idaho Sales Tax:	\$105.00
TOTAL:	\$2,225.03
PAID:	\$0.00
AMOUNT DUE:	\$2,225.03

Printed on 8/26/2008 7:04:14 pm

Open Mon-Sat 7am-6pm, Sun. 9am-3pm
Software by Point-of-Rental Systems WWW.POINT-OF-RENTAL.COM

Modification #9

CM002594

003472

060625
THE HOME DEPOT 1804
1100 SO. PROGRESS MERIDIAN, ID 83642
STORE MGR. BRIAN JENSEN (208)887-9699

SALE 1804 00058 18380 08/25/08
14 SCOT58 07:13 AM



024500664456 DLXWWDWSCRPR <A> 14.34
682.39
024500660892 RZRBLD100P <A> 5.97
076174119923 BLADE DISP <A> 11.99
SUBTOTAL 32.30
SALES TAX 1.94
TOTAL \$34.24
XXXXXXXXXXXX3144 VISA 34.24
AUTH CODE 805231/3585565 TA



1804 58 18380 08/25/2008 9491

RETURN POLICY DEFINITIONS
POLICY ID DAYS POLICY EXPIRES ON
A 1 90 11/23/2008

THE HOME DEPOT RESERVES THE RIGHT TO
LIMIT / DENY RETURNS. PLEASE SEE THE
RETURN POLICY SIGN IN STORES FOR
DETAILS.

NEED IT INSTALLED?
1-800-HOMEDEPOT
WWW.HOMEDEPOT.COM/INSTALL

01-180

Forklift

WELCOME TO
PAUL'S SINCLAIR

1D16122037-001
PAUL'S STINKER
110 N. MAIN
MERIDIAN, ID

DATE 08/26/08
TIME 6:59 AM
AUTH# 706295

VISA
ACCOUNT NUMBER
XXXX XXXX XXXX 6279
VAUGHAN/JERRY R

PUMP	PRODUCT	PPG
04	DIES	\$4.399

GALLONS	TOTAL
17.049	\$75.00

THANK YOU
HAVE A NICE DAY

... 01-180
Forklift
06067

WELCOME TO
PAUL'S SINCLAIR

1D16122037-001
PAUL'S STINKER
110 N. MAIN
MERIDIAN, ID

DATE 08/26/08
TIME 7:02 AM
AUTH# 806220

VISA
ACCOUNT NUMBER
XXXX XXXX XXXX 6279
VAUGHAN/JERRY R

PUMP PRODUCT PPG
04 DIES \$4.399

GALLONS TOTAL
5.001 \$22.00

THANK YOU
HAVE A NICE DAY

D-U-N-S 09-4738007
FED. ID 58-2608861

tyco Fire & Security **SimplexGrinnell**

BOISE
12443 W EXECUTIVE DR
BOISE ID 837130000
Phone: (208) 376-2111

INVOICE NO 39993565	INVOICE DATE 09/04/2008	CUSTOMER P.O. 08-0412
TERMS NET30		INVOICE TYPE Standard Invoice

RECEIVED
SEP 12 2008

BILL TO: 444-000968280
PETRA INCORPORATED
1097 N ROSARIO ST
MERIDIAN ID 83642-0000

PROJECT: 444-938704905
Meridian City Hall
33 E Broadway Ave
MERIDIAN ID 83642-0000

INVOICE SUMMARY

TOTAL P.O.	-	\$1,509.00	INVOICE SUBTOTAL	-	\$1,509.00
INVOICED TO DATE	-	\$1,509.00	LESS RETAINAGE	-	\$0.00
DUE THIS INVOICE	-	\$1,509.00	SUBTOTAL	-	\$1,509.00
REMAINING TO INVOICE	-	\$0.00	SALES TAX	-	\$0.00
			TOTAL INVOICE	-	\$1,509.00

Please direct inquiries to our local branch office listed above.

PAY THIS AMOUNT

\$1,509.00

INVOICE DETAIL

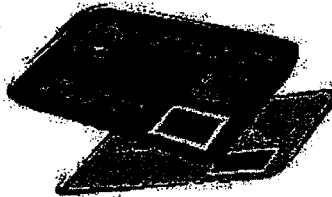
LABOR PROGRESS

MERIDIAN CITY HA

TOTAL LABOR THIS INVOICE:

\$1,509.00

LEED TESTING



Job Name: MCH
Job Number: 060675
Cost Code: 01-180
Authorized by:
Date Posted: By:
Budget:
Over Budget:
ENTERED
SEP 12 2008

WE ACCEPT ALL MAJOR CREDIT CARDS

Comments Meridian City Hall Leed Testin

938704905

REMITTANCE COPY

PLEASE TEAR OFF AND RETURN THIS PORTION WITH YOUR PAYMENT - WRITE INVOICE NO. ON YOUR CHECK.

INVOICE AMOUNT
\$1,509.00

BILL TO 444-000968280 PETRA INCORPORATED

INVOICE NUMBER 39993565

SHIP TO 444-000968280 Meridian City Hall

INVOICE DATE 09/04/2008

CUSTOMER P.O. 08-0412

REMIT TO SimplexGrinnell
Dept. CH 10320
Palatine, IL 60055-0320

5000150900539993565

☐ Check Box and Complete Reverse Side for Credit Card Payments OR Pay Online at www.simplexgrinnell.com

CM002598

003476

D-U-N-S 09-4738007
FED. ID 58-2608861

tyco Fire & Security **SimplexGrinnell**

BOISE
12443 W EXECUTIVE DR
BOISE ID 837130000
Phone: (208) 376-2111

BILL TO: 444-000968280
PETRA INCORPORATED
1097 N ROSARIO ST
MERIDIAN ID 83642-0000

PROJECT: 444-938704905
Meridian City Hall
33 E Broadway Ave
MERIDIAN ID 83642-0000

INVOICE NO. 39993565	INVOICE DATE 09/04/2008	CUSTOMER PO. 08-0412
TERMS NET30		INVOICE TYPE Standard Invoice

SHIPMENT DETAIL SINCE LAST INVOICE

CM002599

003477

Meridian City Hall-LEED Advisor

INVOICE

INVOICE #102
DATE: 9/22/2008

Gene Bennett
Petra Incorporated
1097 N. Rosario St
Meridian, ID 83642

Meridian City Hall
33 E. Broadway
Meridian, ID 83642

DATE	DESCRIPTION	HOURS	RATE	AMOUNT
8/25/08	MR Tracking List	1	60.00	60.00
8/26/08	ID Review, Flyer Draft from City.	2	60.00	120.00
9/3/08	Work on Brownsfield report	1.5	60.00	90.00
9/10/08	SS 4.1 SS 4.3 w/Will	1	60.00	60.00
9/11/08	SS 4.1 Interpretation	2	60.00	120.00
9/12/08	Credit Update-Review w/Nick	3	60.00	180.00
9/13/08	MR Documentation	1	60.00	60.00
9/16/08	FTE Calculations with Will	2	60.00	120.00
9/17/08	SS 2, documentation.	1	60.00	60.00
9/18/08	SS 4.1, 4.3 LCA Letter w/Will	2	60.00	120.00
TOTAL				990.00

Job Name: med
Job Number: 060675
Cost Code: 01-180
Authorized by: / /
Date Posted: By:
Budget:
Over Budget:

ENTERED
SEP 24 2007

CM002600

003478

Connie Creager

From: Gene Bennett
Sent: Tuesday, September 23, 2008 4:57 PM
To: Tom Coughlin; Connie Creager
Subject: FW: Invoice for August/September

Connie...do you have the July August invoice...if so please put together his check and I will sign it...tx,gb

From: Adam Johnson [mailto:adamj1998@hotmail.com]
Sent: Tuesday, September 23, 2008 2:56 PM
To: Gene Bennett
Subject: Invoice for August/September

Gene,
Please find attached invoice for August/September. Also, do you have an update on the July/August payment.
Thanks,
Adam

See how Windows Mobile brings your life together—at home, work, or on the go. See Now

9/24/2008

CM002601

003479

Tates Rents - Meridian

401 N. Main
Meridian, ID 83642
v.tatesrents.com

208-888-7368 phone
208-888-2847 fax

RECEIVED

Page 1 of 1

Status: Closed

SEP 17 2008

Invoice #: 110665
Date Out: Fri 9/5/2008 9:35AM
Operator: DALLIN THURGOOD
Salesman: Paul Bennet 850-1007
Terms: On Account
Picked up By: TED PARROT

Customer # 3958

PETRA, INC.
1097 N ROSARIO PLACE
MERIDIAN, ID 83642

208 323-4500 FAX 208 323-1147

PO #: JA23010

Qty	Key	Items Rented	Status	Returned Date	Rental Fee
1	2938#5604	SAW, 14" CUT-OFF GAS	Returned	9/6/08 8:05am	\$56.50
1	1268-5	GAS CAN, 1 1/2 GALLON	Returned	9/6/08 8:05am	\$1.00

Qty	Key	Items Sold	Price Each	Price
4	A3214600-5	BLADE, 14"X20MM METAL ABRASIVE A3214600	9.99	\$39.96

Deliver to Company: PETRA, INC

Remit payment to: PO Box 7338, Boise, ID 83707

LEED - METAL RECYCLING

Job Name: MCH
Job Number: 060675
Cost Code: 01-180
Authorized by: [Signature]
Date Posted: By: [Signature]
Budget: [Signature]
Over Budget: [Signature]

ENTERED
SEP 17 2008

RENTAL CONTRACT

EQUIPMENT PROTECTION PLAN

EQUIPMENT PROTECTION PLAN IS NOT INSURANCE.

For an additional fee of 12% of the total rental, Lessor agrees to waive certain claims for accidental damage to equipment upon terms and conditions specified on reverse. Equipment Protection Plan does not cover tire damage.

ACCEPT:

DECLINE:

A finance charge of 1.75% per month (Annual Percentage Rate of 21%) may be assessed against overdue accounts. LESSEE (OR ITS AGENT) HAS READ THE ENTIRE EQUIPMENT LEASE, INCLUDING TERMS AND CONDITIONS ON REVERSE, OR HAS CHOSEN NOT TO SO READ, AND IN EITHER EVENT ACCEPTS AND SHALL BE BOUND BY THE SAME.

I EITHER KNOW HOW TO PROPERLY OPERATE THE EQUIPMENT LISTED ON THIS EQUIPMENT LEASE OR HAVE ASKED, RECEIVED, AND UNDERSTAND THE INSTRUCTIONS PROVIDED TO ME REGARDING PROPER OPERATION OF THE EQUIPMENT LISTED ABOVE. I ALSO ACKNOWLEDGE THAT TATES RENTS, INC. HAS PROVIDED A COPY OF THIS AGREEMENT TO ME.

SIGNATURE:

[Signature]

PETRA, INC.

Rental:	\$57.50
EPP:	\$0.00
Sales:	\$39.96
Delivery Charge:	\$0.00
Misc. Charges:	\$0.00
Subtotal:	\$97.46
Idaho Sales Tax:	\$5.85
TOTAL:	\$103.31
PAID:	\$0.00
AMOUNT DUE:	\$103.31

Printed on 9/6/2008 7:01:56 pm

Open Mon-Sat 7am-6pm, Sun. 9am-3pm
Software by Point-of-Rental Systems WWW.POINT-OF-RENTAL.COM

Modification #3

CM002602

003480

Tates Rents - Meridian

401 N. Main
Meridian, ID 83642
www.tatesrents.com

208-888-7368 phone
208-888-2847 fax

RECEIVED

SEP 08 2008

Status: Continued

Invoice #: 87992A
Date Out: Tue 7/29/2008 3:23PM
Operator: CHRISTINA GATES

Page 1 of 1

Customer # 3958

PETRA, INC.

208 323-4500 FAX 208 323-1147

Terms: On Account
Picked up By: PAT CHILDS

1097 N ROSARIO PLACE
MERIDIAN, ID 83642

Job Descr: meridian city hall

PO #: PC80480

Qty	Key	Items Rented	Status	Billed to	Rental Fee
1	3711#5171	FAN, PEDESTAL 30" - 36"	Billed to	8/26/08 3:23pm	\$167.00
1	3711#3787	FAN, PEDESTAL 30" - 36"	Billed to	8/26/08 3:23pm	\$167.00
1	3711-E732	FAN, PEDESTAL 30" - 36"	X Returned	8/15/08 9:10am	\$0.00
Equipment exchanged on 8/15/2008 for 3711#3787					

Remit payment to: PO Box 7338, Boise, ID 83707

LEGO

Job Name: mch
Job Number: 060675
Cost Code: 01-130
Authorized by: [Signature]
Date Posted: By:
Budget:
Over Budget:

ENTERED
SEP 4 2008**RENTAL CONTRACT****EQUIPMENT PROTECTION PLAN**

EQUIPMENT PROTECTION PLAN IS NOT INSURANCE.

For an additional fee of 12% of the total rental, Lessor agrees to waive certain claims for accidental damage to equipment upon terms and conditions specified on reverse. **Equipment Protection Plan does not cover fire damage.**

ACCEPT:

DECLINE:

A finance charge of 1.75% per month (Annual Percentage Rate of 21%) may be assessed against overdue accounts. LESSEE (OR ITS AGENT) HAS READ THE ENTIRE EQUIPMENT LEASE, INCLUDING TERMS AND CONDITIONS ON REVERSE, OR HAS CHOSEN NOT TO SO READ, AND IN EITHER EVENT ACCEPTS AND SHALL BE BOUND BY THE SAME. EITHER KNOW HOW TO PROPERLY OPERATE THE EQUIPMENT LISTED ON THIS EQUIPMENT LEASE OR HAVE SKED, RECEIVED, AND UNDERSTAND THE INSTRUCTIONS PROVIDED TO ME REGARDING PROPER OPERATION OF THE EQUIPMENT LISTED ABOVE. I ALSO ACKNOWLEDGE THAT TATES RENTS, INC. HAS PROVIDED A COPY OF THIS GREEN TO ME.

SIGNATURE:

PETRA, INC.

Rental:	\$334.00
EPP:	\$0.00
Sales:	\$0.00
Delivery Charge:	\$0.00
Misc. Charges:	\$0.00
Subtotal:	\$334.00
Idaho Sales Tax:	\$20.04
TOTAL:	\$354.04
PAID:	\$0.00
AMOUNT DUE:	\$354.04

Printed on 8/26/2008 7:04:12 pm

Open Mon-Sat 7am-6pm, Sun. 9am-3pm
Software by Point-of-Rental Systems WWW.POINT-OF-RENTAL.COM

Modification #4

CM002603

003481



Purchase Order Log

PO #	Vendor	Date	Job #	Job Name	Cost Code	Description
JV 18072						

CM002604

Adam Johnson
Meridian City Hall-LEED Advisor

4384 S. Corbari Ave
Boise, ID 83709
Phone 208-919-4891
Fax [Fax Number]

INVOICE

INVOICE #101
DATE: 8/22/2008

TO:
Gene Bennett
Petra Incorporated
1097 N. Rosario St
Meridian, ID 83642

FOR:
Meridian City Hall
33 E. Broadway
Meridian, ID 83642

DATE	DESCRIPTION	HOURS	RATE	AMOUNT
7/22/08	MR Tracking List	2	60.00	120.00
7/23/08	Jobsite Visit	1	60.00	60.00
7/28/08	MR/RM List	2	60.00	120.00
7/29/08	MR/RM List	1	60.00	60.00
8/2/08	MR/RM List	1	60.00	60.00
8/4/08	MR Letter to trades	1.5	60.00	90.00
8/5/08	MR Documentation	2	60.00	120.00
8/6/08	Meet w/Nick review letter to vendors	2.5	60.00	150.00
8/7/08	Modify, send MR/RM list out	1	60.00	60.00
8/12/08	Work on Brownsfield report	2	60.00	120.00
8/13/08	Follow up on MR forms	1	60.00	60.00
8/14/08	MR/RM updates, Nick.	2	60.00	120.00
8/18/08	Review for council meeting	1	60.00	60.00
8/19/08	Council Meeting	4	60.00	240.00
8/22/08	Meet with Will to review recycling plan	2	60.00	120.00
TOTAL				1560.00

Job Name: met
Job Number: 0605675
Cost Code: 01-180
Authorized by: OK by Gene B (cse)
Date Posted: _____ By: _____
Budget: _____
Over Budget: _____

CM002605

003483

Pac-West Interiors Inc.

2820 Brandt Ave

Nampa, ID 83687

PH: 208-467-3331

FAX: 208-467-3332

Petra, Inc.
Attn: Mr. Wesley Bettis
1097 North Rosario Place
Meridian, Idaho 83642

INVOICE NO. 2750-15
INV DATE 9/25/2008

PROJECT: Meridian City Hall

JOB# 2750

SUBJECT: INVOICE FOR GENERAL CONDITIONS

1. REPAIR ACCESS FLOORING @ 121 HOURS X \$37.50/HR	\$	4,537.50
2. REPLACEMENT SCREW	\$	380.00
3. GTS INVOICE #2711355-00	\$	608.44
4. REPAIR ACCESS FLOORING @ 198 HOURS X \$37.50/HR	\$	7,425.00
CURRENT BILLING AMOUNT		\$ 12,950.94

TOTAL DUE THIS BILLING	\$ 12,950.94
-------------------------------	---------------------

Please make checks payable to Pac-West Interiors, Inc.

Job Name: MCA
Job Number: 060675
Cost Code: 01-180
Authorized by: [Signature]
Date Posted: _____ By: _____
Budget: _____
Over Budget: _____

CM002606

003484

Pac-We Interiors, Inc.

2820 BRANDT AVE. Nampa, IDAHO 83687

PHONE (208) 467-3331

FAX (208) 467-3332

Fax

To: <u>Mr. LORENZ BENNETT</u>	From: <u>[Signature]</u>
Company: <u>PETRA INC.</u>	Fax:
Date: <u>9/17/08</u>	Phone:
Re: <u>EXTRA</u>	Pages: (Including this Sheet) <u>7</u>
<input type="checkbox"/> Urgent <input checked="" type="checkbox"/> For Review <input type="checkbox"/> Please Comment <input type="checkbox"/> Please Reply <input type="checkbox"/> Please Recycle	

CM002607

003485

Pac-West Interiors, Inc.

2820 BRANDT AVE. NAMPA, IDAHO 83687
PHONE (208) 467-3331
FAX (208) 467-3332

September 17, 2008

Petra, Inc.
Attn. Mr. Gene Bennett
9056 West Blackeagle Drive
Boise, ID 83709

RE: MERIDIAN CITY HALL

SUBJECT: REPAIR WORK OF ACCESS FLOORING SYSTEM

Please see attached.

1. 7/29/08
8/08/08
8/14/08

Total hours 121 at \$37.50 \$4,537.50
2. Replacement Screw \$ 380.00
3. Invoice No. 2711355-00 GTS \$ 608.44

Thank you,

Steve Packard

CM002608

003486

Fax

To: ADAM From: STEVE
Company: PETRA Fax: _____
Date: 5/29/08 Phone: _____
Re: Meridian City Hall Pages: (Including this Sheet)
☐ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

Taller count 720 ea

Screw value 1000 ea

WE ORDERED
2000 EA

\$190.00 x 2 = 380.00

Thank you

Steve

GTS Interior Supply10819 120th Ave. NE
Kirkland, WA 98033-5024Credit Inquiry (425) 822-6837
Purchase Inquiry 208-343-4998

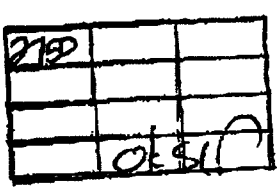
REMIT

GTS INTERIOR SUPPLY
PO BOX 84168
SEATTLE WA 98124-5466

Customer No.	Date	Tax Code	Number
1010003	08/07/08		2711355-00

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COMMERCIAL CONSTRUCTORS INC
2820 BRANDT AVE
NAMPA ID 83687-6856
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sale?
COMMERCIAL CONSTRUCTORS INC
PETRA JOB/CITY HALL
NAMPA, ID 83687

Order Date	Customer P.O. No.	Customer	Ordered by	Entered by	Reqd. Ship	Rep	Date Shipped
08/06/08	4889		BRUCE	CND	08/06/08	DLS	08/06/08
SPECIAL INSTRUCTIONS							
w/c							
Product No.	Quantity	Desc	Description	U/M	Extension	Unit Price	Amount
2090-1	92	ROL	2090 1" BLUE LONGMASKING TAPE	ROL	92	3.50	322.00
2090-112	24	ROL	2090 1 1/2" BLUE LONGMASKING TAPE	ROL	24	5.70	136.80
SC175	24	TUB	OSI WATER BASE SOUNDSEALANT	TUB	24	4.80	115.20
							
Deduct 5.74 If Paid By 09/15/08 Net Due by 09/30/08					Delivered by GTS - Boise		Subtotal 574.00 Tax 34.44 Add'l Charges 0.00
-1162 4 of 4						TOTAL	608.44

SERVICE CHARGES AT 1-1/2% PER MONTH ON PAST DUE BALANCES.

CM002610

003488

ADDITIONAL WORK AUTHORIZATION

PacWest Interiors, Inc.

2820 Brandt Ave.
Nampa, Idaho 83687
(208) 467-3331

OWNER'S NAME Meridian City Hall		PHONE	DATE 7/29/08 - 8/1/08
STREET Park		JOB NAME	JOB NUMBER
CITY	STATE	STREET	
EXISTING CONTRACT NUMBER	DATE OF EXISTING CONTRACT	CITY	STATE

You are authorized to perform the following specifically described additional work:

(64 hrs total)

7/29/08 Re-Check Clickers / missing screws
(1st Fl S) strip out head / broken screws
David 8 hrs
oswald 8 hrs. 16. man hrs.

7/30/08 Fix damage floor panels / missing screws
Re-Check clickers / strip out head
(1st floor N) oswald 8 hrs David 8 hrs.

7/31/08 Fix damage Floor / missing screws
2nd Fl) Re-Check clickers & Level / strip out heads / broken screws
oswald 8 hrs David 8 hrs

Aug 1- check clickers & Level / replace broken screws
strip out heads all four corners oswald 8 hrs David 8 hrs.

ADDITIONAL CHARGE FOR ABOVE WORK IS: \$ 2,400⁰⁰

Payment will be made as follows: **64 Hrs 37⁰⁰ LFED**

Above additional work to be performed under same conditions as specified in original contract unless otherwise stipulated.

Date _____ 20____ Authorizing Signature _____
(OWNER SIGNS HERE)

We hereby agree to furnish labor and materials - complete in accordance with the above specifications, at above stated price.

Authorized Signature **Eugene Brandt** Date _____ 20____
(CONTRACTOR SIGNS HERE)

THIS IS CHANGE ORDER NO. _____

NOTE: This Revision becomes part of, and in conformance with, the existing contract.

ADDITIONAL WORK AUTHORIZATION

PacWest
Interiors, Inc.

2820 Brandt Ave.
Nampa, Idaho 83687
(208) 467-3331

OWNER'S NAME Meridian City Hall		PHONE	DATE 8/14/08
STREET PETRA		JOB NAME	JOB NUMBER
CITY	STATE	STREET	
EXISTING CONTRACT NUMBER	DATE OF EXISTING CONTRACT	CITY	STATE

You are authorized to perform the following specifically described additional work:

(Aug 11, 08)

41 man hrs total

Finish 1st Floor on West Side Checking Clickers. David 3 hrs Oswaldo 3 hrs Joshe 3 hrs

9 hrs total.

(Aug 12, 08)

RE Check Clickers 2nd Floor S.
Strip out Heads on AIR HOLE Panels.
David 8 hrs Oswaldo 8 hrs

16 hrs total.

(Aug 13, 08) CHECK CLICKERS ON 2nd Floor N DAVID 8 hrs / 16 hrs
STRIP OUT HEADS / BROKEN SCREWS. OSWALDO 8 hrs (total)

ADDITIONAL CHARGE FOR ABOVE WORK IS: \$ **1,537.50**

Payment will be made as follows: **4/14/08 AT 37th**

Above additional work to be performed under same conditions as specified in original contract unless otherwise stipulated.

Date _____ 20____ Authorizing Signature _____
(OWNER SIGNS HERE)

We hereby agree to furnish labor and materials - complete in accordance with the above specifications, at above stated price.

Authorized Signature **Eugene Bantz** Date _____ 20____
(CONTRACTOR SIGNS HERE)

THIS IS CHANGE ORDER NO. _____

NOTE: This Revision becomes part of, and in conformance with, the existing contract.

ADDITIONAL WORK AUTHORIZATION

PacWest
Interiors, Inc.

2820 Brandt Ave.
Nampa, Idaho 83687
(208) 467-3331

OWNER'S NAME <u>Menden City Hall</u>		PHONE	DATE <u>Aug 16/08</u>
STREET <u>Perla</u>		JOB NAME	JOB NUMBER
CITY	STATE	STREET	
EXISTING CONTRACT NUMBER	DATE OF EXISTING CONTRACT	CITY	STATE

You are authorized to perform the following specifically described additional work:

Re-out Elec rooms. Oswald - 8 hrs
David - 4 hrs.
12 hrs. total.

Re-check clickers / Replace broken swers
Strip out heads 4 hrs David.
4^{hrs} total

16 hrs total / LEED

ADDITIONAL CHARGE FOR ABOVE WORK IS: \$ 600

Payment will be made as follows: _____

Above additional work to be performed under same conditions as specified in original contract unless otherwise stipulated.

Date _____ 20____ Authorizing Signature Eugene R. [Signature]

We hereby agree to furnish labor and materials - complete in accordance with the above specifications, at above stated price.

Authorized Signature _____ Date _____ 20____

THIS IS CHANGE ORDER NO. _____

NOTE: This Revision becomes part of, and in conformance with, the existing contract.

Pac-West Interiors, Inc.

2820 BRANDT AVE. NAMPA, IDAHO 83687
PHONE (208) 467-3331
FAX (208) 467-3332

September 25, 2008

Petra, Inc.
Attn. Mr. Gene Bennett
9056 West Blackeagle Drive
Boise, ID 83709

RE: MERIDIAN CITY HALL

SUBJECT: REPAIR WORK OF INSTALLED ACCESS FLOORING SYSTEM

Please see attached worksheets.

1. AWA August 15, 2008	8 Hours ✓
AWA August 18, 2008	16 Hours ✓
AWA August 20, 2008	16 Hours ✓
AWA August 21, 2008	10 Hours ✓
AWA August 21, 2008	36 Hours ✓
AWA August 25, 2008	32 Hours ✓
AWA August 28, 2008	16 Hours ✓
AWA August 29, 2008	32 Hours ✓
AWA September 3, 2008	32 Hours ✓

Total 198 Man Hours ✓

Value at \$37.50 Per Hour \$7,425.00

LOADING PANELS
RAIL & LOAD - EXCESS
TEMP PANELS

Thank you,

Steve Packard

~~Job Name: met~~
~~Job Number: 060628~~
~~Cost Code: _____~~
~~Authorized by: _____~~
~~Date Posted: _____ By: _____~~
~~Budget: _____~~
~~Over Budget: _____~~

CM002614

003492

ADDI...JNAL WORK AUTHO...ZATION

PacWest
Interiors, Inc.

2820 Brandt Ave.
Nampa, Idaho 83687
(208) 467-3331

OWNER'S NAME Meridian City Hall		PHONE	DATE 8/15/08
STREET Peterson		JOB NAME	JOB NUMBER
CITY	STATE	STREET	
EXISTING CONTRACT NUMBER	DATE OF EXISTING CONTRACT	CITY	STATE

You are authorized to perform the following specifically described additional work:

CHECKING CLICKERS ON 2nd FLOOR SOUTH.

8 hrs total.

8 hrs total.

ADDITIONAL CHARGE FOR ABOVE WORK IS: \$

Payment will be made as follows:

Above additional work to be performed under same conditions as specified in original contract unless otherwise stipulated.

Date _____ 20____ Authorizing Signature _____

[Signature]
(OWNER'S SIGNATURE)

We hereby agree to furnish labor and materials - complete in accordance with the above specifications, at above stated price.

Authorized Signature _____

(CONTRACTOR SIGNATURE)

Date _____

20____

THIS IS CHANGE ORDER NO.

NOTE: This Revision becomes part of, and in conformance with, the existing contract.

CM002615

003493

ADDITIONAL WORK AUTHORIZATION

PacWest
Interiors, Inc.

2820 Brandt Ave.
Nampa, Idaho 83687.
(208) 467-3331

OWNER'S NAME Indian City Hall	PHONE	DATE 8/18/08.
STREET PETRA	JOB NAME	JOB NUMBER
CITY	STATE	STREET
EXISTING CONTRACT NUMBER	DATE OF EXISTING CONTRACT	CITY
		STATE

You are authorized to perform the following specifically described additional work:

OUT OUT Elec ROOMS ON 8/18/08
2nd FLOOR. 8/19/08

0800-1000 8 hrs

David 8 hrs

16 hrs ~~total~~ total.

ADDITIONAL CHARGE FOR ABOVE WORK IS: \$ _____

Payment will be made as follows: _____

Above additional work to be performed under same conditions as specified in original contract unless otherwise stipulated.

Date _____ 20____ Authorizing Signature *Greg R. Smith*

(OWNER SIGNED HERE)

We hereby agree to furnish labor and materials - complete in accordance with the above specifications, at above stated price.

Authorized Signature _____ Date _____ 20____

(CONTRACTOR SIGNED HERE)

THIS IS CHANGE ORDER NO. _____

NOTE: This Revision becomes part of, and in conformance with, the existing contract.

CM002616

003494

ADD ONAL WORK AUTHC...ZATION

PacWest
Interiors, Inc.

2820 Brandt Ave.
Nampa, Idaho 83687
(208) 467-3331

OWNER'S NAME Meridian City Hall		PHONE	DATE Aug 20, 08
STREET Petra		JOB NAME	JOB NUMBER
CITY	STATE	STREET	
EXISTING CONTRACT NUMBER	DATE OF EXISTING CONTRACT	CITY	STATE

You are authorized to perform the following specifically described additional work:

Clickers On 2nd Floor

David 8 hrs


Orlando 8 hrs

16 hrs total.

ADDITIONAL CHARGE FOR ABOVE WORK IS: \$ _____

Payment will be made as follows: _____

Above additional work to be performed under same conditions as specified in original contract unless otherwise stipulated.

Date _____ 20____ Authorizing Signature 

We hereby agree to furnish labor and materials - complete in accordance with the above specifications, at above stated price:

Authorized Signature _____ Date _____ 20____

THIS IS CHANGE ORDER NO. _____

NOTE: This Revision becomes part of, and in conformance with, the existing contract.

ADDITIONAL WORK AUTHORIZATION

PacWest
Interiors, Inc.

2820 Brandt Ave.
Nampa, Idaho 83687
(208) 467-3331

OWNER'S NAME Meridian City Hall	PHONE	DATE Aug 21, 08
STREET	JOB NAME	JOB NUMBER
CITY	STATE	STREET
EXISTING CONTRACT NUMBER	DATE OF EXISTING CONTRACT	CITY
		STATE

You are authorized to perform the following specifically described additional work:

HALLWAY ON 2nd FLOOR.
CHECK FOR CRACKERS. 3
FIX damage HEADS.

David 5 hrs

Oswald 5 hrs.

10 hrs total

ADDITIONAL CHARGE FOR ABOVE WORK IS: \$ _____

Payment will be made as follows: _____

Above additional work to be performed under same conditions as specified in original contract unless otherwise stipulated.

Date _____ 20 _____

Authorizing Signature _____

Eugene R. [Signature]
(OWNER SINGS HERE)

We hereby agree to furnish labor and materials - complete in accordance with the above specifications, at above stated price.

Authorized Signature _____

(CONTRACTOR SINGS HERE)

Date _____

20 _____

THIS IS CHANGE ORDER NO. _____

NOTE: This Revision becomes part of, and in conformance with, the existing contract.

CM002618

003496

ADDITIONAL WORK AUTHORIZATION

PacWest
Interiors, Inc.

2820 Brandt Ave.
Nampa, Idaho 83687
(208) 467-3331

OWNER'S NAME Meridian City Hall		PHONE	DATE Aug 25, 08
STREET Petra		JOB NAME	JOB NUMBER
CITY	STATE	STREET	
EXISTING CONTRACT NUMBER	DATE OF EXISTING CONTRACT	CITY	STATE

You are authorized to perform the following specifically described additional work:

Aug 25, 08

**Level 3rd Floor S. Clickers, damage
Head & strip out heads.**

**Oswaldo 8 hrs
David 8 hrs**

(16 hrs total)

(32 hrs total)

Aug 26, 08.

**Level 3 Check for Clickers on
center of 3rd Floor
(David 8 hrs Oswaldo 8 hrs) (16 hrs total.)**

ADDITIONAL CHARGE FOR ABOVE WORK IS: \$

Payment will be made as follows:

Above additional work to be performed under same conditions as specified in original contract unless otherwise stipulated.

Date _____ 20____ Authorizing Signature **Eugene Smith**

(OWNER SIGN HERE)

We hereby agree to furnish labor and materials - complete in accordance with the above specifications, at above stated price.

Authorized Signature _____ Date _____ 20____

(CONTRACTOR SIGN HERE)

THIS IS CHANGE ORDER NO.

NOTE: This Revision becomes part of, and in conformance with, the existing contract.

CM002619

003497

ADD...ONAL WORK AUTHC..IZATION

PacWest
Interiors, Inc.

2820 Brandt Ave.
Nampa, Idaho 83687
(208) 467-3331

OWNER'S NAME MERIDIAN City Hall		PHONE	DATE 8/2/08
STREET		JOB NAME	JOB NUMBER
CITY	STATE	STREET	
EXISTING CONTRACT NUMBER	DATE OF EXISTING CONTRACT	CITY	STATE

You are authorized to perform the following specifically described additional work:

THIS IS NOT A BILL.
WE LOADED 360 panels
from Meridian City
Hall.

[Signature] **360 panels**

ADDITIONAL CHARGE FOR ABOVE WORK IS: \$ _____

Payment will be made as follows: _____

Above additional work to be performed under same conditions as specified in original contract unless otherwise stipulated.

Date _____ 20____ Authorizing Signature _____

We hereby agree to furnish labor and materials - complete in accordance with the above specifications, at above stated price.

Authorized Signature _____ Date _____ 20____

THIS IS CHANGE ORDER NO. _____

NOTE: This Revision becomes part of, and in conformance with, the existing contract.

ADDITIONAL WORK AUTHORIZATION

PacWest
Interiors, Inc.

2820 Brandt Ave.
Nampa, Idaho 83687
(208) 467-3331

OWNER'S NAME Meridian City Hall		PHONE	DATE Aug 29, 08
STREET PETRA		JOB NAME	JOB NUMBER
CITY	STATE	STREET	
EXISTING CONTRACT NUMBER	DATE OF EXISTING CONTRACT	CITY	STATE

You are authorized to perform the following specifically described additional work:

Slip on 3rd FLOOR in front of Elevator.

**David 8hrs Alfredo 8hrs
(16 hrs total)**

SEP 2, 08

**Finish Slip on 3rd FLOOR
in front of Elevator**

**David 8hrs Alfredo 8hrs
(16 hrs total)**

**32 hrs
total**

ADDITIONAL CHARGE FOR ABOVE WORK IS: \$ _____

Payment will be made as follows: _____

Above additional work to be performed under same conditions as specified in original contract unless otherwise stipulated.

Date _____ 20____ Authorizing Signature _____

(OWNER SIGN HERE)

We hereby agree to furnish labor and materials complete in accordance with the above specifications, at above stated price.

Authorized Signature _____

Date **9/24** 20____

(CONTRACTOR SIGN HERE)

THIS IS CHANGE ORDER NO. _____

NOTE: This Revision becomes part of, and in conformance with, the existing contract.

ADDITIONAL WORK AUTHORIZATION

PacWest
Interiors, Inc.

2820 Brandt Ave.
Nampa, Idaho 83687
(208) 467-3331

OWNER'S NAME Meridian City Hall		PHONE		DATE Aug 28, 08	
STREET Petra		JOB NAME		JOB NUMBER	
CITY	STATE	STREET			
EXISTING CONTRACT NUMBER	DATE OF EXISTING CONTRACT	CITY	STATE		

You are authorized to perform the following specifically described additional work:
AUG 28, 08

RISE UP FLOOR ON 1st FLOOR N
In front of Elevator.
(PacWest)
David 7hrs OSWALDO 7hrs 14 hrs total
Stop on 3rd FLOOR

David 8 hrs OSWALD 1 hr: 2 hrs total
(16 hrs total)

ADDITIONAL CHARGE FOR ABOVE WORK IS: \$ _____

Payment will be made as follows: _____

Above additional work to be performed under same conditions as specified in original contract unless otherwise stipulated.

Date _____ 20____ Authorizing Signature _____
(OWNER SIGN HERE)

We hereby agree to furnish labor and materials - complete in accordance with the above specifications, at above stated price.

Authorized Signature _____ Date **9/22** 20____
(CONTRACTOR SIGN HERE)

THIS IS CHANGE ORDER NO. _____

NOTE: This Revision becomes part of, and in conformance with, the existing contract.

ADDITIONAL WORK AUTHORIZATION

PacWest
Interiors, Inc.

2820 Brandt Ave.
Nampa, Idaho 83687
(208) 467-3331

8607502

OWNER'S NAME Meridian City Hall		PHONE (860) 750-2	
STREET Petra		JOB NAME	JOB NUMBER
CITY	STATE	STREET	
EXISTING CONTRACT NUMBER	DATE OF EXISTING CONTRACT	CITY	STATE

You are authorized to perform the following specifically described additional work:

Aug 27, 08

Level 3rd FLOOR
check FOR Clickers and fix
Strip out Heads.

David 8hrs Oswald 8hrs

Sep 3, 08

16 hrs total

Checking for Clickers on 3rd
FLOOR, missing Screws,

David 8hr Oswald 8hrs

16 hrs total

32 man hrs

ADDITIONAL CHARGE FOR ABOVE WORK IS: \$

Payment will be made as follows:

Above additional work to be performed under same conditions as specified in original contract unless otherwise stipulated.

Date _____ 20____ Authorizing Signature _____

(OWNER SIGN HERE)

We hereby agree to furnish labor and materials - complete in accordance with the above specifications, at above stated price.

Authorized Signature _____

Date _____ 20____

(CONTRACTOR SIGN HERE)

THIS IS CHANGE ORDER NO.

NOTE: This Revision becomes part of, and in conformance with, the existing contract.

CM002623

003501



Last Name: Nick Ploetz

ENTERED
SEP - 2 2008

TIME CARD

WEEK ENDING: 8/30/2008
Conversion Rate

EMPLOYEE:

JOB NUMBER	JOB NAME	DESCRIPTION	WORK CODE	8/24/2008 Sunday	8/25/2008 Monday	8/26/2008 Tuesday	8/27/2008 Wednesday	8/28/2008 Thursday	8/29/2008 Friday	8/30/2008 Saturday	TOTAL HOURS
-	Training		01-405		0.00	0.00	0.00	0.00	0.00		0.00
07-0625	HD Marketplace		01-405		0.00	0.00	0.00	0.00	0.00		0.00
07-0705	Cityside Loft Phase II		01-405		0.00	0.00	0.00	0.00	0.00		0.00
07-1105	Broadway & Front		01-405		0.00	0.00	0.00	0.00	0.00		0.00
08-0520	Boise West Library		01-405		2.00	3.00	4.00	4.00	2.00		15.00
08-0435	Palmer Natural		01-405		0.00	0.00	0.00	0.00	0.00		0.00
06-0675	MCH - LEED		01-180		6.00	5.00	4.00	4.00	6.00		25.00
TOTAL PROJECT MANAGEMENT				0.00	8.00	8.00	8.00	8.00	8.00	0.00	40.00
TOTAL VACATION/PERSONAL HOURS**				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		Vacation									0.00
		Personal									0.00
		Holiday									0.00
TOTAL OVERHEAD HOURS				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Marketing	01-402			0.00	0.00	0.00	0.00	0.00		0.00
	Bidding/Estimating	01-415			0.00	0.00	0.00	0.00	0.00		0.00
TOTAL HOURS EACH DAY				0.00	8.00	8.00	8.00	8.00	8.00	0.00	40.00
				Must work							40.00

** Allocation of time is required under 'Project Management' hours to ensure proper distribution of time

PROJECT MANAGER APPROVAL:

[Signature]

Hours Over (Under) 0.00

CM002625

003503



Last Name: Nick Ploetz

TIME CARD

WEEK ENDING: 9/6/2008

Conversion
Rate

EMPLOYEE:

JOB NUMBER	JOB NAME	DESCRIPTION	WORK CODE	8/31/2008 Sunday	9/1/2008 Monday	9/2/2008 Tuesday	9/3/2008 Wednesday	9/4/2008 Thursday	9/5/2008 Friday	9/6/2008 Saturday	TOTAL HOURS
-	Training		01-405		0.00	0.00	0.00	0.00	0.00		0.00
07-0625	HD Marketplace		01-405		0.00	0.00	0.00	0.00	0.00		0.00
07-0705	Cityside Loft Phase II		01-405		0.00	0.00	0.00	0.00	0.00		0.00
07-1105	Broadway & Front		01-405		0.00	0.00	0.00	0.00	0.00		0.00
08-0520	Boise West Library		01-405		0.00	3.00	4.00	4.00	2.00		13.00
08-0435	Palmer Natural		01-405		0.00	0.00	0.00	0.00	0.00		0.00
06-0675	MCH - LEED		01-180		0.00	5.00	4.00	4.00	6.00		19.00
TOTAL PROJECT MANAGEMENT				0.00	(8.00)	8.00	8.00	8.00	8.00	0.00	24.00
TOTAL VACATION/PERSONAL HOURS**				0.00	8.00	0.00	0.00	0.00	0.00	0.00	8.00
		Vacation									0.00
		Personal									0.00
		Holiday			8.00						8.00
TOTAL OVERHEAD HOURS				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Marketing	01-402			0.00	0.00	0.00	0.00	0.00		0.00
	Bidding/Estimating	01-415			0.00	0.00	0.00	0.00	0.00		0.00
TOTAL HOURS EACH DAY				0.00	0.00	8.00	8.00	8.00	8.00	0.00	32.00
				Must work							40.00

** Allocation of time is required under "Project Management" hours to ensure proper distribution of time

PROJECT MANAGER APPROVAL:

Hours Over (Under) (8.00)

ENTERED
SEP - 8

CM002628

003506



EMPL Scott
 Project Manager
 Approval
 Project
 Superintendent
 Approval

LAST NAME gnier
 Week Ending 9-6-08

"OFFICE USE ONLY"
 SUPERINTENDENT APPROVAL
 INITIAL EACH LINE ITEM

Job Number	Job Name	Description of Work	Work Code	Job Classification	S	M	T	W	T	F	S	Total Hours	Super Initials
	MCH			Assistant Superintendent									
06-0675	MCH		01-430										
	MCH	LEED	01-180				8	8	8	8		32	
	MCH	HOLIDAY				8						8	
	MCH	SICK LEAVE											
	MCH	VACATION											
Total						8	8	8	8	8		40	

- | | | | | |
|-----------------------------------|-------------------------------------|-----------------------------|-------------------------|-------------------------------------|
| 01-485 Twice Weekly Clean-up | 03-1321 Foundation/Footing Formwork | 03-2331 Finish Slab | 03-3234 Panel Formliner | 03-3811 Sack Panel Seals |
| 02-805 Sidewalk - labor | 03-1331 Foundation Stem Walls | 03-2371 Slab Pour Strip | 03-3241 Panel Embed | 06-105 Rough Carpentry - Labor Only |
| 02-900 Landscaping | 03-1371 Drypack AB PL | 03-2811 Sack Slab/Floor | 03-3246 Panel Detailing | 06-200 Finish Carpentry |
| 03-0700 Concrete Clean-up | 03-200 Concrete Reinforcement/Rebar | 03-3111 Panel Layout | 03-3271 Panel Ledger | 09-250 Drywall |
| 03-1244 Foundation Rebar Template | 03-2111 Slab Layout | 03-3211 Panel 2x Edge Form | 03-3311 Panel Pour/Cure | 09-900 Painting |
| 03-1245 Foundation AB Templates | 03-2212 Slab 2x Edgeform | 03-3213 Pilaster Form | 03-3331 Panel Finish | |
| 03-1310 Footings - Layout | 03-2240 Slab Embeds | 03-3221 Panel Plywood Forms | 03-3371 GROUT Panels | |
| 03-1311 Pour Footing/Deadmen | 03-2311 Slab Pour and Cure | 03-3231 Panel Reveals | 03-3411 Set Panels | |

ENTERED
 SEP - 8 - 08

Yo certificado yo trabajar _____ hours for the week ending _____ sin dano. Firma _____
 I certify that I have worked 40 hours for the week ending _____ injury free. Signature _____

CM002629



Last Name: Nick Ploetz

[Signature]

TIME CARD

WEEK ENDING:

SEP 9/12/2008
Conversion Rate

EMPLOYEE:

JOB NUMBER	JOB NAME	DESCRIPTION	WORK CODE	9/6/2008 Sunday	9/7/2008 Monday	9/8/2008 Tuesday	9/9/2008 Wednesday	9/10/2008 Thursday	9/11/2008 Friday	9/12/2008 Saturday	TOTAL HOURS
-	Training		01-405		0.00	0.00	0.00	0.00	0.00		0.00
07-0625	HD Marketplace		01-405		0.00	0.00	0.00	0.00	0.00		0.00
07-0705	Cityside Loft Phase II		01-405		0.00	0.00	0.00	0.00	0.00		0.00
07-1105	Broadway & Front		01-405		0.00	0.00	0.00	0.00	0.00		0.00
08-0520	Boise West Library		01-405		3.00	3.00	4.00	4.00	2.00		16.00
08-0435	Palmer Natural		01-405		0.00	0.00	0.00	0.00	0.00		0.00
08-0675	MCH - LEED		01-180		5.00	5.00	4.00	4.00	6.00		24.00
TOTAL PROJECT MANAGEMENT				0.00	8.00	8.00	8.00	8.00	8.00	0.00	40.00
TOTAL VACATION/PERSONAL HOURS**				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		Vacation									0.00
		Personal									0.00
		Holiday									0.00
TOTAL OVERHEAD HOURS				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Marketing	01-402			0.00	0.00	0.00	0.00	0.00		0.00
	Bidding/Estimating	01-415			0.00	0.00	0.00	0.00	0.00		0.00
TOTAL HOURS EACH DAY				0.00	8.00	8.00	8.00	8.00	8.00	0.00	40.00
Must work											40.00

** Allocation of time is required under 'Project Management' hours to ensure proper distribution of time

PROJECT MANAGER APPROVAL:

Hours Over (Under) 0.00

CM002631

003509



EMPL _____ Scott _____
 Project Manager _____
 Approval _____
 Project _____
 Superintendent _____
 Approval _____

LAST NAME Trepagnier

Week Ending 9-13-08

OFFICE USE ONLY
 SUPERINTENDENT APPROVAL
 INITIAL EACH LINE ITEM

Job Number	Job Name	Description of Work	Work Code	Job Classification	S	M	T	W	T	F	S	Total Hours	Super Initials
	MCH			Assistant Superintendent									
06-0675	MCH		01-430										
	MCH	LEED										40	
	MCH	HOLIDAY											
	MCH	SICK LEAVE											
	MCH	VACATION											
Total						8	8	8	8	8		40	

- | | | | | |
|-----------------------------------|-------------------------------------|-----------------------------|-------------------------|-------------------------------------|
| 01-485 Twice Weekly Clean-up | 03-1321 Foundation/Footing Formwork | 03-2331 Finish Slab | 03-3234 Panel Formliner | 03-3811 Sack Panel Seals |
| 02-805 Sidewalk - labor | 03-1331 Foundation Stem Walls | 03-2371 Slab Pour Strip | 03-3241 Panel Embed | 06-105 Rough Carpentry - Labor Only |
| 02-900 Landscaping | 03-1371 Drypack AB PL | 03-2811 Sack Slab/Floor | 03-3246 Panel Detailing | 06-200 Finish Carpentry |
| 03-0700 Concrete Clean-up | 03-200 Concrete Reinforcement/Rebar | 03-3111 Panel Layout | 03-3271 Panel Ledger | 09-250 Drywall |
| 03-1244 Foundation Rebar Template | 03-2111 Slab Layout | 03-3211 Panel 2x Edge Form | 03-3311 Panel Pour/Cure | 09-900 Painting |
| 03-1245 Foundation AB Templates | 03-2212 Slab 2x Edgeform | 03-3213 Pilaster Form | 03-3331 Panel Finish | |
| 03-1310 Footings - Layout | 03-2240 Slab Embeds | 03-3221 Panel Plywood Forms | 03-3371 Grout Panels | |
| 03-1311 Pour Footing/Deadmen | 03-2311 Slab Pour and Cure | 03-3231 Panel Reveals | 03-3411 Set Panels | |

Yo certificado yo trabajar _____ hours for the week ending _____ sin dano. Firma _____
 I certify that I have worked 40 hours for the week ending _____ injury free. Signature _____

CM002632

003511



Last Name: Nick Ploetz

Nick Ploetz

TIME CARD

WEEK ENDING:

9/20/2008
Conversion Rate

ENTERED
SEP 22 2008

EMPLOYEE:

JOB NUMBER	JOB NAME	DESCRIPTION	WORK CODE	9/14/2008 Sunday	9/15/2008 Monday	9/16/2008 Tuesday	9/17/2008 Wednesday	9/18/2008 Thursday	9/19/2008 Friday	9/20/2008 Saturday	TOTAL HOURS
-	Training		01-405		0.00	0.00	0.00	0.00	0.00		0.00
07-0625	HD Marketplace		01-405		0.00	0.00	0.00	0.00	0.00		0.00
07-0705	Cityside Loft Phase II		01-405		0.00	0.00	0.00	0.00	0.00		0.00
07-1105	Broadway & Front		01-405		0.00	0.00	0.00	0.00	0.00		0.00
08-0520	Boise West Library		01-405		3.00	3.00	4.00	0.00	0.00		10.00
08-0435	Palmer Natural		01-405		0.00	0.00	0.00	0.00	0.00		0.00
			01-180		5.00	5.00	4.00	4.00	8.00		26.00
TOTAL PROJECT MANAGEMENT				0.00	8.00	8.00	8.00	4.00	8.00	0.00	36.00
TOTAL VACATION/PERSONAL HOURS**				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		Vacation									0.00
		Personal									0.00
		Holiday									0.00
TOTAL OVERHEAD HOURS				0.00	0.00	0.00	0.00	4.00	0.00	0.00	4.00
	Marketing	01-402			0.00	0.00	0.00	4.00	0.00		4.00
	Bidding/Estimating	01-415			0.00	0.00	0.00	0.00	0.00		0.00
TOTAL HOURS EACH DAY				0.00	8.00	8.00	8.00	8.00	8.00	0.00	40.00
Must work											40.00

** Allocation of time is required under 'Project Management' hours to ensure proper distribution of time

PROJECT MANAGER APPROVAL:

Hours Over (Under) 0.00

CM002634

003512

"OFFICE USE ONLY"
PERITENDENT APPROVAL
INITIAL EACH LINE ITEM

Job Number	Job Name	Description of Work	Work Code	Job Classification	S	M	T	W	T	F	S	Total Hours	Super Initials
	MCH			Assistant Superintendent									
			01-430										
	MCH	LEED	01-180			8	8	8	8	8		40	
	MCH	HOLIDAY											
	MCH	SICK LEAVE											
	MCH	VACATION											
		Total				8	8	8	8	8		40	

01-485 Twice Weekly Clean-up
02-805 Sidewalk - labor
02-900 Landscaping
03-0700 Concrete Clean-up
03-1244 Foundation Rebar Template
03-1245 Foundation AB Templates
03-1310 Footings - Layout
03-1311 Pour Footing/Deadmen

03-1321 Foundation/Footing Formwork
03-1331 Foundation Stem Walls
03-1371 Drypack AB PL
03-200 Concrete Reinforcement/Rebar
03-2111 Slab Layout
03-2212 Slab 2x Edgeform
03-2240 Slab Embeds
03-2311 Slab Pour and Cure

- 03-2331 Finish Slab
- 03-2371 Slab Pour Strip
- 03-2811 Sack Slab/Floor
- 03-3111 Panel Layout
- 03-3211 Panel 2x Edge Form
- 03-3213 Pilaster Form
- 03-3221 Panel Plywood Forms
- 03-3231 Panel Reveals

- 03-3234 Panel Formliner
- 03-3241 Panel Embed
- 03-3246 Panel Detailing
- 03-3271 Panel Ledger
- 03-3311 Panel Pour/Cure
- 03-3331 Panel Finish
- 03-3371 Grout Panels
- 03-3411 Set Panels

03-3811 Sack Panel Seats
06-105 Rough Carpentry
06-200 Finish Carpentry
09-250 Drywall
09-900 Painting

labor only
ENTERED
SEP 22 2008

Yo certificado yo trabajar _____ hours for the week ending _____ sin dano. **Firma**

I certify that I have worked 40 hours for the week ending 9-20-08 injury free. Signature [Signature]

CM002635

003513

003514

Date: 10/01/2008

* OB COST DETAIL - BY LINE I ***

Report Code: 28.81

Time: 09:25:26 AM

(job history only)

Page: 1

Company No. 1 PETRA Incorporated

Printing: Open Jobs Only Job Range 060675 thru 060675

Phase Codes 01 thru 01 Cost Codes 410 thru 410 Period Range: 9, 2008 thru 9, 2008

TYPE	PHASE	COST	CHG	JOURN	---REFERENCE---	VEND	-----G/L-----	MTL/EQP	UNITS	LAB/EQP	PERIOD
		CODE	ORD	#	DATE NO	CUST	PERIOD ACCOUNT	CODE		HOURS	AMOUNT

Job No: 060675 Meridian City Hall

COST 01 410 Project Manager

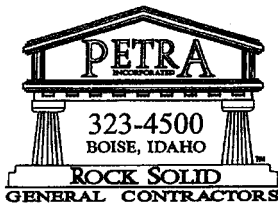
LAB	P/R	PE	08/30/08	PR135	08/30/08	9	2008	4030		68.00	
BRD	P/R	PE	08/30/08	PR135	08/30/08	9	2008	4040			
LAB	P/R	PE	09/06/08	PR136	09/06/08	9	2008	4030		36.00	
BRD	P/R	PE	09/06/08	PR136	09/06/08	9	2008	4040			
LAB	P/R	PE	09/13/08	PR138	09/13/08	9	2008	4030		40.00	
BRD	P/R	PE	09/13/08	PR138	09/13/08	9	2008	4040			
LAB	P/R	PE	09/20/08	PR140	09/20/08	9	2008	4030		28.00	
BRD	P/R	PE	09/20/08	PR140	09/20/08	9	2008	4040			

172.00

Job Period Cost:

CM002637

003515

**TIME CARD**WEEK ENDING: 8/31/2008EMPLOYEE: Gene Bennett

JOB NUMBER	JOB NAME	DESCRIPTION	WORK CODE	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	TOTAL HOURS
060405	Tamarack - General	Project Manager	01-410								
060740	Mid Mt. Restaurant	Project Manager	01-410								
060740	McCall - Elementary	Project Manager	01-410								
060525	Eagle Methodist	Project Manager	01-410								
060675	Meridian City Hall	Project Manager	01-410			8.00	8.00	8.00	8.00		32.00
070530	Amerititle	Project Manager	01-410								
070630	McCall Waterfront	Project Manager	01-410								
060310	BBC Boy's Dorm & SUB	Project Manager	01-410								
071015	McCall High School	Project Manager	01-410		8.00						8.00
071105	Schlosser Preconstruction	Project Manager	01-410								
071145	Foundations Academy	Project Manager	01-410								
071000	New Beginnings Church	Project Manager	01-410								
070800	Crouch Community Church	Project Manager	01-410								
080110	Idaho Power Lake Fork	Project Manager	01-410								
080105	Tamarack Village	Project Manager	01-410								
	Elan Preconstruction	Project Manager	01-410								
TOTAL PROJECT MANAGEMENT											
TOTAL VACATION/PERSONAL HOURS**											
			Vacation								
			Personal								
			Holiday								
TOTAL OVERHEAD HOURS											
			Marketing 6010								
			Bidding/Estimating 5013								
TOTAL WEEK											40.00


 PROJECT MANAGER APPROVAL: _____

 ENTERED
 SEP 2 2008

CM002638

003516



Last Name: Bennett

SEP - 8 2008

TIME CARD

WEEK ENDING: 9/6/2008

EMPLOYEE:

Gene Bennett

JOB NUMBER	JOB NAME	DESCRIPTION	WORK CODE	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	TOTAL HOURS
070405	Tamarack - General	Project Manager	01-410								
060740	Mid Mt. Restaurant	Project Manager	01-410								
061210	McCall - Elementary	Project Manager	01-410			4.00					4.00
060525	Eagle Methodist	Project Manager	01-410								
060675	Meridian City Hall	Project Manager	01-410			4.00	8.00	8.00	4.00		24.00
070530	Amerititle	Project Manager	01-410								
070630	McCall Waterfront	Project Manager	01-410								
060310	BBC Boy's Dorm & SUB	Project Manager	01-410								
074015	McCall High School	Project Manager	01-410			4.00					4.00
071105	Schlosser Preconstruction	Project Manager	01-410								
071145	Foundations Academy	Project Manager	01-410								
071000	New Beginnings Church	Project Manager	01-410								
070800	Crouch Community Church	Project Manager	01-410								
080110	Idaho Power Lake Fork	Project Manager	01-410								
080105	Tamarack Village	Project Manager	01-410								
	Elan Preconstruction	Project Manager	01-410								
TOTAL PROJECT MANAGEMENT											
TOTAL VACATION/PERSONAL HOURS**											
			Vacation								
			Personal								
			Holiday		8.00						8.00
TOTAL OVERHEAD HOURS											
			Marketing 6010								
			Bidding/Estimating 5013								
TOTAL WEEK											40.00

Gene Bennett
PROJECT MANAGER APPROVAL:

CM002640

003518



Last Name: Bennett

TIME CARD

ENTERED
SEP 15 2008
WEEK ENDING: 9/13/2008

EMPLOYEE: Gene Bennett

JOB NUMBER	JOB NAME	DESCRIPTION	WORK CODE	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	TOTAL HOURS
070405	Tamarack - General	Project Manager	01-410								
060740	Mid Mt. Restaurant	Project Manager	01-410								
060210	McCall - Elementary	Project Manager	01-410								
060525	Eagle Methodist	Project Manager	01-410								
070530	Amerititle	Project Manager	01-410								
070630	McCall Waterfront	Project Manager	01-410								
060310	BBC Boy's Dorm & SUB	Project Manager	01-410								
071105	Schlosser Preconstruction	Project Manager	01-410								8.00
071145	Foundations Academy	Project Manager	01-410								
071000	New Beginnings Church	Project Manager	01-410								
070800	Crouch Community Church	Project Manager	01-410								
080110	Idaho Power Lake Fork	Project Manager	01-410								
080105	Tamarack Village	Project Manager	01-410								
	Elan Preconstruction	Project Manager	01-410								
TOTAL PROJECT MANAGEMENT											
TOTAL VACATION/PERSONAL HOURS**											
		Vacation									
		Personal									
		Holiday									
TOTAL OVERHEAD HOURS											
		Marketing	6010								
		Bidding/Estimating	5013								
TOTAL WEEK											40.00

Gene Bennett
PROJECT MANAGER APPROVAL:

CM002642

003520

Last Name: COUGHLIN**TIME CARD**WEEK ENDING: 9/20/2008

Project Manager Timecard

EMPLOYEE: THOMAS R COUGHLIN

Conversion

Rate

JOB TITLE	WORK CODE	09/14/08 Sunday	09/15/08 Monday	09/16/08 Tuesday	09/17/08 Wednesday	09/18/08 Thursday	09/19/08 Friday	09/20/08 Saturday	TOTAL HOURS
	5013								
	5013								
	6010								
TOTAL OVERHEAD HOURS									
JOB NUMBER	JOB NAME	JOB DESCRIPTION							
07-0900	HIEXS	Project Mgr	01-410			4.00			4.00
07-1025	BRSC	Project Mgr	01-410						
06-0675	MCH	Project Mgr	01-410	4.00		4.00	4.00		12.00
08-0410	BRC	Project Mgr	01-410	4.00	8.00	8.00	4.00		24.00
TOTAL PROJECT MANAGER									
			Vacation	8.00	8.00	8.00	8.00	8.00	40.00
			Personal						
			Holiday						
			At Home						
TOTAL HOURS EACH DAY				8.00	8.00	8.00	8.00	8.00	40.00
									Must work 40.00

Employee Signature: Supervisor Signature:

Hours Over (Under)

C:\My Documents\TC Documents\TC PMgr TIMECARD

CM002644

003522



TIME CARD

ENTERED
SEP 22 2008

WEEK ENDING: 9/20/2008

EMPLOYEE: Gene Bennett

JOB NUMBER	JOB NAME	DESCRIPTION	WORK CODE	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	TOTAL HOURS
060525	Eagle Methodist	Project Manager	01-410		4.00						4.00
		Project Manager	01-410		4.00	8.00	4.00				16.00
070630	McCall Waterfront	Project Manager	01-410								
		Project Manager	01-410								
070800	Crouch Community Ctr	Project Manager	01-410			1.00					1.00
		Project Manager	01-410								
080105	Tamarack Village	Project Manager	01-410								
TOTAL PROJECT MANAGEMENT											
TOTAL VACATION/PERSONAL HOURS**											
			Vacation								
			Personal								
			Holiday								
TOTAL OVERHEAD HOURS											
			Marketing		8.00						8.00
			Bidding/Estimating			4.00	7.00				11.00
TOTAL WEEK											40.00

Gene Bennett
PROJECT MANAGER APPROVAL:

CM002645

003523

Date: 10/01/2008

** OB COST DETAIL - BY LINE I ***

Report Code: 28.81

Time: 09:25:52 AM

(job history only)

Page: 1

Company No. 1 PETRA Incorporated

Printing: Open Jobs Only Job Range 060675 thru 060675

Phase Codes 01 thru 01 Cost Codes 420 thru 420 Period Range: 9, 2008 thru 9, 2008

TYPE	PHASE	COST	CHG	JOURN	---REFERENCE---	VEND	-----G/L-----	MTL/EQP	UNITS	LAB/EQP	PERIOD	
		CODE	ORD	#	DATE	NO	CUST	PERIOD	ACCOUNT	CODE	HOURS	AMOUNT

Job No: 060675 Meridian City Hall

COST	01	420		Project Superintendent								
LAB	P/R	PE	08/30/08	PR135	08/30/08		9	2008	4030		80.00	
BRD	P/R	PE	08/30/08	PR135	08/30/08		9	2008	4040			
LAB	P/R	PE	09/06/08	PR136	09/06/08		9	2008	4030		81.50	
BRD	P/R	PE	09/06/08	PR136	09/06/08		9	2008	4040			
LAB	P/R	PE	09/13/08	PR138	09/13/08		9	2008	4030		40.00	
BRD	P/R	PE	09/13/08	PR138	09/13/08		9	2008	4040			
LAB	P/R	PE	09/20/08	PR140	09/20/08		9	2008	4030		80.00	
BRD	P/R	PE	09/20/08	PR140	09/20/08		9	2008	4040			
											281.50	

Job Period Cost:

CM002646

003524

"OFFICE USE ONLY"
SUPERINTENDENT APPROVAL
INITIAL EACH LINE ITEM

[illegible]

01-485 Twice Weekly Clean-up
02-805 Sidewalk - labor
02-900 Landscaping
03-0700 Concrete Clean-up
03-1244 Foundation Rebar Template
03-1245 Foundation AB Template
03-1310 Footings - Layout
03-1311 Pour Footing/Deadmen

03-1321 Foundation/Footing Formwork
03-1331 Foundation Stem Walls
03-1371 Drypack AB PL
03-200 Concrete Reinforcement/Rebar
03-2111 Slab Layout
03-2212 Slab 2x Edgeform
03-2240 Slab Embeds
03-2311 Slab Pour and Cure

03-2331 Finish Slab
03-2371 Slab Pour Strip
03-2811 Sack Slab/Floor
03-3111 Panel Layout
03-3211 Panel 2x Edge Form
03-3213 Pilaster Form
03-3221 Panel Plywood Forms
03-3231 Panel Reveals

- 03-3234 Panel Formliner
- 03-3241 Panel Embed
- 03-3246 Panel Detailing
- 03-3271 Panel Ledger
- 03-3311 Panel Pour/Cure
- 03-3331 Panel Finish
- 03-3371 Grout Panels
- 03-3411 Set Panels

03-3811 Sack Panel Seats
06-105 Rough Carpentry - Labor Only
06-200 Finish Carpentry
09-250 Drywall
09-900 Painting

DAVIS-BACON CODE LEGEND

C = Carpenter

L1 = Laborer Group 1
PEO1 = Power Equipment Operator Group 1

L2 = Laborer Group 2

PEO2 = Power Equipment Operator Group 2

L3 = Laborer Group 3

Yo certificado yo trabajar _____ hours for the week ending _____ sin dano. **Firma** _____

I certify that I have worked 40 hours for the week ending 8-30-08 injury free. **Signature**

CM002648

003526

E

JACK

LAST NAME

V g h**Week Ending**

9-6-08

RCE-1875

OFFICE USE ONLY

[illegible]

C = Carpenter

L1 = Laborer Group 1

PEO1 = Power Equipment Operator Group 1

DAVIS BACON CODE LEGEND

L2 = Laborer Group 2

PEO2 = Power Equipment Operator Group 2

L3 = Laborer Group 3

Yo certificado yo trabajar _____ hours for the week ending _____ sin dano. Firma _____

I certify that I have worked 40 hours for the week ending 9-6-08 injury free. Signature [Signature]

H:\COMPANY FORMS\Field Forms\ETED TRAF CARD 0001

CM002650

003528

003529

"OFFICE USE ONLY"
SUPERINTENDENT APPROVAL

[illegible]

ENTERED
SEP 22 2008

DAVIS BACON CODE LEGEND

C = Carpenter	L1 = Laborer Group 1	L2 = Laborer Group 2	L3 = Laborer Group 3
	PEO1 = Power Equipment Operator Group 1	PEO2 = Power Equipment Operator Group 2	

Yo, certificado yo trabajar 40 hours for the week ending 9-20-8 sin dano. Firma AK n/a

I certify that I have worked _____ hours for the week ending _____ Injury free. **Signature** _____

H. COMPARISON ENDMECHANISM COMPLETED THE DAY —

CM002654

003532

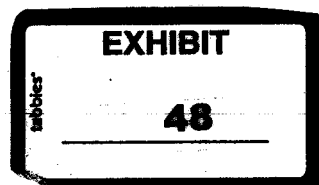
Meridian City Hall

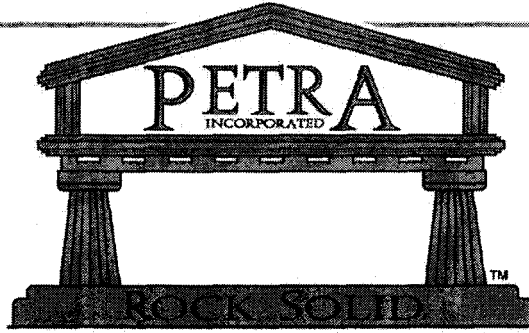
PETRA CHANGE ORDER NO 2

Table of Contents:

- Cover Letter
- Executive Summary
- Project Size & Complexity
- Building Complexity
- Budget
- Change Order Request

REVISION #1 – 05/03/10





GENERAL CONTRACTORS & CONSTRUCTION MANAGEMENT

05/03/10 Revision #1

Mr. Ted Baird
City of Meridian
33 E. Broadway
Meridian, Idaho 83642

Mr. Ted Baird,

The attached document is in response to the City of Meridian's request for additional information and back-up to Petra's proposed Change Order #2; dealing with increase in fee and management costs as a result of the project increase in size, complexity, and budget as provided for in Article 7(b) of the Construction Management Agreement.

The attached document has been revised from the original submitted previously on October 3, 2008. The total dollar amount requested has been updated to reflect the actual man-hours worked versus the projected man-hours.

Very Truly Yours,

GENE BENNETT

Gene Bennett

Executive Summary

Article 7(b) of the Construction Management Agreement provides for an "Equitable Adjustment" in the "Construction Manager's fee and the not-to-exceed limits for reimbursable expenses" due to significant change in the Project due to "size, complexity, and budget."

The attached documentation specifically addresses the changes in each of these areas and the corresponding increase in management time and fee to manage the project.

Salaries	\$136,197
<u>Fee</u>	<u>\$386, 392</u>
Total:	\$522,589

Project Size and Complexity

Project Size

The size of the Project increased in three principal areas:

- **Physical Size** – The size of the Project increased from 80,000 sq.ft. to 80,000 sq.ft. plus a 20,000 sq.ft basement for a total of 100,000 sq.ft. Addition of the basement added time to the Project to get out of the ground.
- **Scope of work within building** – The amount of work within the building was originally envisioned as “standard” Class A office space with open office areas. Final design utilized fixed wall office, partitions and cabinetry in lieu of demountable office partitions requiring more supervisory time to manage the Project.
- **Plaza & Site work** – Original site work was envisioned as “surface parking” and the required streetscape around the building. Final plaza design included amphitheatre, Heritage building, trellis, canal, stream, plaza with pavers and fountains, as well as parking and street scape. To manage this work, Petra employed a full time Project Superintendent and Staff Engineer to oversee the intricate installation.

Building Complexity

The complexity of the building changed in five principal areas:

- **Structure:** size of the City Council chambers dictated column to beam moment welds in four directions throughout the structure. This was more than the 2 directional moment welds that were initially anticipated, and added time to the Project during the rainy season when it is difficult to weld.
- **Building exterior:** The City's desire to have an exterior that would stand the “test of time” dictated that use of stone and brick. This is a more expensive and time consuming construction method than is used on other commercial buildings, but was required in order to provide a 200 year structure.
- **Mechanical:** The mechanical system used in the building is state-of-the-art. It incorporated access floor/under floor duct throughout the building with a two pipe hydronic system providing under floor control to individual VAV boxes at individual work stations. The system provides the ultimate in control, comfort, and flexibility for future

office changes compared to the usual rooftop system with the single thermostat for large work areas.

- Electrical: The electrical system also is state-of-the-art with "daylight harvesting" controls, CO2 monitoring, standby generator and UPS systems – all requiring additional time to install.
- Because of the complexity of the mechanical/electrical systems, Petra employed a mechanical/electrical superintendent in lieu of a foreman to ensure the success of the Project.
- LEED: The certification for LEED with the state-of-the-art MEP systems added time to the overall Project to complete.

Budget:

The proposed budget for the project during contract negotiations in August, 2006 was set at \$12.2 million for 80,000 sq.ft by the City of Meridian. This was done in order to negotiate the construction management agreement to get the Construction Management Agreement executed prior to any drawings or design criteria being prepared.

All budgets, bids, and contract awards were received by the City and approved by City Council.

The final budget of \$20.4 million for the building and plaza was presented to City Council in the monthly report in December 2007, and this plus the \$1.35 million site demolition and remediation cost equals the current project budget of \$21.77 million.

Change Order Request

The change order request is composed of two portions:

- Increased salary costs to manage the Project as a result of the Project's increase in physical size, complexity and budget.

\$136,197

- Increase fee to cover home office costs and profit as a result of the Project's increase in complexity and budget.

\$386,392

Total Amount	\$522,589
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Increased Salary Costs

The following chart is a comparison of actual hours spent managing the Project versus the negotiated contract amount:

	Contract Negotiated Contract Hours	4/30/10 Hours to Date	Remaining Hours	Total Project Hours	Difference	Rate	Amount
Project Manager	768	1,174	0	1,174	406	\$63.50	Non-Reimbursable
Project Engineer	1,536	3,044	0	3,044	1,508	\$45.90	\$69,217
Staff Engineer	0	1,687	0	1,687	1,687	\$26.96	\$45,482
Project Superintendent	3,114	3,872	0	3,872	728	\$40.40	\$29,411
Foreman	3,144	1,857	0	1,857	<1,287>	\$22.90	<\$29,472>
Total:	8,532			11,410	2,412		\$114,638

Petra utilized a mechanical/electrical superintendent in lieu of a finish foremen to oversee the MEP construction. Rate for the superintendent was \$34.51 and the additional cost was:

Supt Foreman				1,857		\$11.61	\$21,560
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Total Additional Supervisory Costs:	\$136,197
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Increased Fee

The original negotiated fee for the contract was \$574,000 which equates to 4.7%

$$\frac{\$574,000}{\$12,200,000} = 4.7\%$$

The 4.7% rate is consistent with the fee increase requested and approved in Change Order #1.

This fee covers home office costs of 3.0%, insurance of 0.7% and pre-tax profit of 1.0%.

Increased fee is as follows:

Final Project Budget - Building & Plaza	\$20,421,103
<u>Deduct Orig Contract Amount</u>	<u><\$12,200,000></u>
Increase to Budget	\$ 8,221,103
<u>Fee Rate</u>	<u>4.7%</u>
Fee Increase Requested	\$ 386,392

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	Job Range 060675 thru 060675			

Eugene Bennett

JOB	PHASE	COST CODE	PERIOD ENDING	EMPLOYEE CODE	REG HOURS
60675	1	410	1/6/2007	BENEUG	2
60675	1	410	1/13/2007	BENEUG	1
60675	1	410	1/20/2007	BENEUG	11
60675	1	410	1/27/2007	BENEUG	12
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60675	1	410	2/10/2007	BENEUG	8
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60675	1	410	2/24/2007	BENEUG	2
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60675	1	410	3/10/2007	BENEUG	8
60675	1	410	3/17/2007	BENEUG	8
60675	1	410	3/24/2007	BENEUG	4
60675	1	410	3/31/2007	BENEUG	4
60675	1	410	4/7/2007	BENEUG	11
60675	1	410	4/14/2007	BENEUG	7
60675	1	410	4/21/2007	BENEUG	6
60675	1	410	4/28/2007	BENEUG	1
60675	1	410	5/5/2007	BENEUG	5
60675	1	410	5/12/2007	BENEUG	6
60675	1	410	5/19/2007	BENEUG	8
60675	1	410	5/26/2007	BENEUG	4
60675	1	410	6/2/2007	BENEUG	4
60675	1	410	6/9/2007	BENEUG	1
60675	1	410	6/16/2007	BENEUG	4
60675	1	410	6/23/2007	BENEUG	4
60675	1	410	6/30/2007	BENEUG	4
60675	1	410	7/14/2007	BENEUG	2
60675	1	410	7/21/2007	BENEUG	2
60675	1	410	8/4/2007	BENEUG	1
60675	1	410	8/11/2007	BENEUG	9
60675	1	410	8/18/2007	BENEUG	6
60675	1	410	8/25/2007	BENEUG	2
60675	1	410	9/1/2007	BENEUG	8
60675	1	410	9/8/2007	BENEUG	2
60675	1	410	9/15/2007	BENEUG	3
60675	1	410	9/22/2007	BENEUG	3
60675	1	410	10/6/2007	BENEUG	3
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60675	1	410	10/27/2007	BENEUG	1
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60675	1	410	11/10/2007	BENEUG	4
60675	1	410	11/24/2007	BENEUG	3
60675	1	410	12/1/2007	BENEUG	24
60675	1	410	12/8/2007	BENEUG	9
60675	1	410	12/15/2007	BENEUG	20
60675	1	410	12/22/2007	BENEUG	20
60675	1	410	1/5/2008	BENEUG	16
60675	1	410	1/12/2008	BENEUG	4
60675	1	410	1/19/2008	BENEUG	6
60675	1	410	1/26/2008	BENEUG	8
60675	1	410	2/2/2008	BENEUG	4
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 Job Range 060675 thru 060675

Eugene Bennett

JOB	PHASE	COST CODE	PERIOD ENDING	EMPLOYEE CODE	REG HOURS
60675	1	410	2/16/2008	BENEUG	8
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60675	1	410	3/15/2008	BENEUG	12
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60675	1	410	4/5/2008	BENEUG	10
60675	1	410	4/12/2008	BENEUG	16
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60675	1	410	6/21/2008	BENEUG	8
60675	1	410	6/28/2008	BENEUG	12
60675	1	410	7/5/2008	BENEUG	12
60675	1	410	7/12/2008	BENEUG	8
60675	1	410	7/19/2008	BENEUG	16
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60675	1	410	8/30/2008	BENEUG	32
60675	1	410	9/6/2008	BENEUG	24
60675	1	410	9/13/2008	BENEUG	32
60675	1	410	9/20/2008	BENEUG	16
60675	1	410	9/27/2008	BENEUG	35
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60675	1	410	10/11/2008	BENEUG	40
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60675	1	410	11/1/2008	BENEUG	25
60675	1	410	11/8/2008	BENEUG	26
60675	1	410	11/15/2008	BENEUG	12
60675	1	410	11/22/2008	BENEUG	12
60675	1	410	11/29/2008	BENEUG	6
60675	1	410	12/6/2008	BENEUG	2
60675	1	410	12/13/2008	BENEUG	10
60675	1	410	12/20/2008	BENEUG	2
60675	1	410	12/27/2008	BENEUG	2
60675	1	410	1/10/2009	BENEUG	2
60675	1	410	1/17/2009	BENEUG	8
60675	1	410	1/24/2009	BENEUG	8
60675	1	410	1/31/2009	BENEUG	16
60675	1	410	2/7/2009	BENEUG	14
60675	1	410	2/14/2009	BENEUG	12
60675	1	410	2/21/2009	BENEUG	8
60675	1	410	2/28/2009	BENEUG	8
60675	1	410	3/7/2009	BENEUG	16

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Company No.	1 PETRA Incorporated			
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	Job Range 060675 thru 060675			

Eugene Bennett

JOB	PHASE	COST CODE	PERIOD ENDING	EMPLOYEE CODE	REG HOURS
60675	1	410	3/14/2009	BENEUG	8
60675	1	410	3/21/2009	BENEUG	8
60675	1	410	3/28/2009	BENEUG	4
60675	1	410	4/4/2009	BENEUG	8
60675	1	410	4/11/2009	BENEUG	4
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Total					1174

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 Printing: Employee Range BETWES thru BETWES Pay Periods Ending Between 08/01/06 and 04/30/09
 Job Range 060675 thru 060675

Wes Bettis

JOB	PHASE	COST CODE	PERIOD ENDING	EMPLOYEE CODE	REG HOURS
60675	1	410	7/7/2007	BETWES	32
60675	1	410	8/12/2006	BETWES	4.5
60675	1	410	8/19/2006	BETWES	6.25
60675	1	410	8/26/2006	BETWES	2.5
60675	1	410	9/2/2006	BETWES	1.75
60675	1	410	9/9/2006	BETWES	3.25
60675	1	410	9/16/2006	BETWES	3
60675	1	410	9/23/2006	BETWES	5
60675	1	410	9/30/2006	BETWES	5
60675	1	410	10/7/2006	BETWES	9.25
60675	1	410	10/14/2006	BETWES	10
60675	1	410	10/21/2006	BETWES	4.5
60675	1	410	10/28/2006	BETWES	6.75
60675	1	410	11/4/2006	BETWES	7.75
60675	1	410	11/11/2006	BETWES	4.25
60675	1	410	11/18/2006	BETWES	5.25
60675	1	410	11/25/2006	BETWES	5.75
60675	1	410	12/2/2006	BETWES	12.25
60675	1	410	12/9/2006	BETWES	18
60675	1	410	12/16/2006	BETWES	12.25
60675	1	410	12/23/2006	BETWES	19.75
60675	1	410	12/30/2006	BETWES	6.75
60675	1	410	1/6/2007	BETWES	13.5
60675	1	410	1/13/2007	BETWES	18.25
60675	1	410	1/20/2007	BETWES	19.25
60675	1	410	1/27/2007	BETWES	15.25
60675	1	410	2/3/2007	BETWES	13
60675	1	410	2/10/2007	BETWES	27.75
60675	1	410	2/17/2007	BETWES	22.5
60675	1	410	2/24/2007	BETWES	26.25
60675	1	410	3/3/2007	BETWES	23.5
60675	1	410	3/10/2007	BETWES	26.5
60675	1	410	3/17/2007	BETWES	26.75
60675	1	410	3/24/2007	BETWES	27.75
60675	1	410	3/31/2007	BETWES	29
60675	1	410	4/7/2007	BETWES	27.5
60675	1	410	4/14/2007	BETWES	34.21
60675	1	410	4/21/2007	BETWES	34.5
60675	1	410	4/28/2007	BETWES	33.25
60675	1	410	5/5/2007	BETWES	9
60675	1	410	5/12/2007	BETWES	22.75
60675	1	410	5/19/2007	BETWES	32
60675	1	410	5/26/2007	BETWES	26
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60675	1	410	6/9/2007	BETWES	16
60675	1	410	6/16/2007	BETWES	40
60675	1	410	6/23/2007	BETWES	34.5
60675	1	410	6/30/2007	BETWES	40
60675	1	410	7/14/2007	BETWES	40
60675	1	410	7/21/2007	BETWES	36
60675	1	410	7/28/2007	BETWES	40
60675	1	410	8/4/2007	BETWES	40
60675	1	410	8/11/2007	BETWES	40

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	Job Range 060675 thru 060675			

Wes Bettis

JOB	PHASE	COST CODE	PERIOD ENDING	EMPLOYEE CODE	REG HOURS
60675	1	410	8/18/2007	BETWES	24
60675	1	410	8/25/2007	BETWES	32
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60675	1	410	9/15/2007	BETWES	22.5
60675	1	410	9/22/2007	BETWES	40
60675	1	410	9/29/2007	BETWES	40
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60675	1	410	10/27/2007	BETWES	40
60675	1	410	11/3/2007	BETWES	40
60675	1	410	11/10/2007	BETWES	40
60675	1	410	11/17/2007	BETWES	40
60675	1	410	11/24/2007	BETWES	24
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 Job Range 060675 thru 060675

Tom Coughlin

JOB	PHASE	COST CODE	PERIOD ENDING	EMPLOYEE CODE	REG HOURS
60675	1	410	12/1/2007	COUTH0	4
60675	1	410	12/8/2007	COUTH0	16
60675	1	410	12/15/2007	COUTH0	16
60675	1	410	12/22/2007	COUTH0	12
60675	1	410	12/29/2007	COUTH0	8
60675	1	410	1/5/2008	COUTH0	16
60675	1	410	1/12/2008	COUTH0	16
60675	1	410	1/26/2008	COUTH0	12
60675	1	410	2/2/2008	COUTH0	8
60675	1	410	2/9/2008	COUTH0	16
60675	1	410	2/16/2008	COUTH0	20
60675	1	410	2/23/2008	COUTH0	16
60675	1	410	3/1/2008	COUTH0	20
60675	1	410	3/8/2008	COUTH0	8
60675	1	410	3/15/2008	COUTH0	28
60675	1	410	3/22/2008	COUTH0	24
60675	1	410	3/29/2008	COUTH0	24
60675	1	410	4/5/2008	COUTH0	28
60675	1	410	4/12/2008	COUTH0	28
60675	1	410	4/19/2008	COUTH0	24
60675	1	410	4/26/2008	COUTH0	24
60675	1	410	5/3/2008	COUTH0	20
60675	1	410	5/10/2008	COUTH0	28
60675	1	410	5/17/2008	COUTH0	32
60675	1	410	5/24/2008	COUTH0	24
60675	1	410	5/31/2008	COUTH0	24
60675	1	410	6/7/2008	COUTH0	32
60675	1	410	6/14/2008	COUTH0	32
60675	1	410	6/21/2008	COUTH0	32
60675	1	410	6/28/2008	COUTH0	28
60675	1	410	7/5/2008	COUTH0	24
60675	1	410	7/12/2008	COUTH0	28
60675	1	410	7/19/2008	COUTH0	28
60675	1	410	7/26/2008	COUTH0	24
60675	1	410	8/2/2008	COUTH0	24
60675	1	410	8/9/2008	COUTH0	16
60675	1	410	8/16/2008	COUTH0	24
60675	1	410	8/23/2008	COUTH0	32
60675	1	410	8/30/2008	COUTH0	36
60675	1	410	9/6/2008	COUTH0	12
60675	1	410	9/13/2008	COUTH0	8
60675	1	410	9/20/2008	COUTH0	12
60675	1	410	9/27/2008	COUTH0	22
60675	1	410	10/4/2008	COUTH0	12
60675	1	410	10/11/2008	COUTH0	8
60675	1	410	10/18/2008	COUTH0	14
60675	1	410	10/25/2008	COUTH0	10
60675	1	410	11/1/2008	COUTH0	10
60675	1	410	11/8/2008	COUTH0	14
60675	1	410	11/15/2008	COUTH0	18
60675	1	410	11/22/2008	COUTH0	24
60675	1	410	11/29/2008	COUTH0	26
60675	1	410	12/6/2008	COUTH0	16

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Date:	5/3/2010	PAYROLL HISTORY DISTRIBUTION	Report Code:	48.71
Time:	12:50:04 PM		Page:	1
Company No.	1 PETRA Incorporated			
Printing:	Employee Range COUTH0 thru COUTH0 Pay Periods Ending Between 08/01/06 and 04/30/09			
	Job Range 060675 thru 060675			

Tom Coughlin

JOB	PHASE	COST CODE	PERIOD ENDING	EMPLOYEE CODE	REG HOURS
60675	1	410	12/13/2008	COUTH0	16
60675	1	410	12/20/2008	COUTH0	16
60675	1	410	12/27/2008	COUTH0	12
60675	1	410	1/3/2009	COUTH0	16
60675	1	410	1/10/2009	COUTH0	6
60675	1	410	1/17/2009	COUTH0	16
60675	1	410	1/24/2009	COUTH0	20
60675	1	410	1/31/2009	COUTH0	24
60675	1	410	2/7/2009	COUTH0	24
60675	1	410	2/14/2009	COUTH0	16
60675	1	410	2/21/2009	COUTH0	8
60675	1	410	2/28/2009	COUTH0	22
60675	1	410	3/7/2009	COUTH0	23
60675	1	410	3/14/2009	COUTH0	21
60675	1	410	3/21/2009	COUTH0	18
60675	1	410	3/28/2009	COUTH0	28
60675	1	410	4/4/2009	COUTH0	9
60675	1	410	4/11/2009	COUTH0	18
60675	1	410	4/18/2009	COUTH0	8
60675	1	410	4/25/2009	COUTH0	12
Total					1395

Date:	5/3/2010	PAYROLL HISTORY DISTRIBUTION	Report Code:	48.71
Time:	12:49:27 PM		Page:	1
Company No.	1 PETRA Incorporated			
Printing:	Employee Range STEART thru STEART Pay Periods Ending Between 08/01/06 and 04/30/09			
	Job Range 060675 thru 060675			

Art Stevens

JOB	PHASE	COST CODE	PERIOD ENDING	EMPLOYEE CODE	REG HOURS
60675	1	410	2/3/2007	STEART	9
60675	1	410	2/10/2007	STEART	10
60675	1	410	2/17/2007	STEART	8
Total					27

Date: 5/3/2010 PAYROLL HISTORY DISTRIBUTION Report Code: 48.71
Time: 12:49:27 PM Page: 1
Company No. 1 PETRA Incorporated
Printing: Employee Range PIESTE thru PIESTE Pay Periods Ending Between 08/01/06 and 04/30/09
Job Range 060675 thru 060675

Steve Pierce

JOB	PHASE	COST CODE	PERIOD ENDING	EMPLOYEE CODE	REG HOURS
60675	1	405	1/13/2007	PIESTE	11
60675	1	405	1/20/2007	PIESTE	24
60675	1	405	3/3/2007	PIESTE	16
60675	1	405	3/10/2007	PIESTE	24
Total					75

Date: 5/3/2010 PAYROLL HISTORY DISTRIBUTION Report Code: 48.71
 Time: 12:57:45 PM Page: 1
 Company No. 1 PETRA Incorporated
 Printing: Employee Range JOHADA thru JOHANA Pay Periods Ending Between 08/01/06 and 04/30/09
 Job Range 060675 thru 060675

Adam Johnson

JOB	PHASE	COST CODE	PERIOD ENDING	EMPLOYEE CODE	REG HOURS
60675	1	405	8/19/2006	JOHADA	2
60675	1	405	9/23/2006	JOHADA	3
60675	1	405	9/30/2006	JOHADA	4
60675	1	405	10/28/2006	JOHADA	6
60675	1	405	11/4/2006	JOHADA	4
60675	1	405	11/11/2006	JOHADA	12
60675	1	405	11/18/2006	JOHADA	12
60675	1	405	11/25/2006	JOHADA	8
60675	1	405	12/16/2006	JOHADA	1
60675	1	405	1/20/2007	JOHADA	10
60675	1	405	2/3/2007	JOHADA	16
60675	1	405	2/10/2007	JOHADA	15
60675	1	405	2/17/2007	JOHADA	4
60675	1	405	2/24/2007	JOHADA	6
60675	1	405	3/3/2007	JOHADA	18
60675	1	405	3/10/2007	JOHADA	27
60675	1	405	3/17/2007	JOHADA	35
60675	1	405	3/24/2007	JOHADA	29
60675	1	405	3/31/2007	JOHADA	23
60675	1	405	4/7/2007	JOHADA	29
60675	1	405	4/14/2007	JOHADA	27
60675	1	405	4/21/2007	JOHADA	23
60675	1	405	4/28/2007	JOHADA	18
60675	1	405	5/5/2007	JOHADA	17
60675	1	405	5/12/2007	JOHADA	14
60675	1	405	5/19/2007	JOHADA	23
60675	1	405	5/26/2007	JOHADA	34
60675	1	405	6/2/2007	JOHADA	38
60675	1	405	6/9/2007	JOHADA	39
60675	1	405	6/16/2007	JOHADA	36
60675	1	405	6/23/2007	JOHADA	37
60675	1	405	6/30/2007	JOHADA	40
60675	1	405	7/7/2007	JOHADA	32
60675	1	405	7/14/2007	JOHADA	40
60675	1	405	7/21/2007	JOHADA	36
60675	1	405	7/28/2007	JOHADA	40
60675	1	405	8/4/2007	JOHADA	34
60675	1	405	8/11/2007	JOHADA	35
60675	1	405	8/18/2007	JOHADA	28
60675	1	405	8/25/2007	JOHADA	27
60675	1	405	9/1/2007	JOHADA	19
60675	1	405	9/8/2007	JOHADA	23
60675	1	405	9/15/2007	JOHADA	28
60675	1	405	9/22/2007	JOHADA	29
60675	1	405	9/29/2007	JOHADA	28
60675	1	405	10/6/2007	JOHADA	28
60675	1	405	10/13/2007	JOHADA	24
60675	1	405	10/20/2007	JOHADA	21
60675	1	405	10/27/2007	JOHADA	19
60675	1	405	11/3/2007	JOHADA	20
60675	1	405	11/10/2007	JOHADA	20
60675	1	405	11/17/2007	JOHADA	23
60675	1	405	11/24/2007	JOHADA	12

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Date:	5/3/2010	PAYROLL HISTORY DISTRIBUTION	Report Code:	48.71
Time:	12:57:45 PM		Page:	1
Company No.	1 PETRA Incorporated			
Printing:	Employee Range JOHADA thru JOHANA Pay Periods Ending Between 08/01/06 and 04/30/09			
	Job Range 060675 thru 060675			

Adam Johnson

JOB	PHASE	COST CODE	PERIOD ENDING	EMPLOYEE CODE	REG HOURS
60675	1	405	12/1/2007	JOHADA	26
60675	1	405	12/8/2007	JOHADA	32
60675	1	405	12/15/2007	JOHADA	33
60675	1	405	12/22/2007	JOHADA	33
60675	1	405	12/29/2007	JOHADA	14
60675	1	405	1/5/2008	JOHADA	12
60675	1	405	1/12/2008	JOHADA	15
60675	1	405	1/19/2008	JOHADA	11
60675	1	405	1/26/2008	JOHADA	38
60675	1	405	2/2/2008	JOHADA	20
60675	1	405	2/9/2008	JOHADA	2
60675	1	405	2/16/2008	JOHADA	1
60675	1	405	3/1/2008	JOHADA	8
60675	1	405	3/29/2008	JOHADA	20
60675	1	405	4/5/2008	JOHADA	40
60675	1	405	4/12/2008	JOHADA	40
60675	1	405	4/19/2008	JOHADA	40
Total					1561

Date:	5/3/2010	YROLL HISTORY DISTRIBUTION	Report Code:	48.71
Time:	1:00:11 PM		Page:	1
Company No.	1 PETRA Incorporated			
Printing:	Employee Range PLONIC thru PLONIC Pay Periods Ending Between 08/01/06 and 04/30/09			
	Job Range 060675 thru 060675			

Nick Ploetz

JOB	PHASE	COST CODE	PERIOD ENDING	EMPLOYEE CODE	REG HOURS
60675	1	405	6/28/2008	PLONIC	24
60675	1	405	7/19/2008	PLONIC	25
60675	1	405	7/26/2008	PLONIC	25
60675	1	405	11/29/2008	PLONIC	20
60675	1	405	12/6/2008	PLONIC	32
Total					126

Date: 5/3/2010 PAYROLL HISTORY DISTRIBUTION Report Code: 48.71
 Time: 12:43:57 PM Page: 1
 Company No. 1 PETRA Incorporated
 Printing: Employee Range ANDJOH thru ANDJOH Pay Periods Ending Between 08/01/06 and 04/30/09
 Job Range 060675 thru 060675

Jon Anderson

JOB	PHASE	COST CODE	PERIOD ENDING	EMPLOYEE CODE	REG HOURS
60675	1	420	3/3/2007	ANDJOH	4
60675	1	420	3/10/2007	ANDJOH	8
60675	1	420	3/17/2007	ANDJOH	32
60675	1	420	3/24/2007	ANDJOH	40
60675	1	420	3/31/2007	ANDJOH	40
60675	1	420	4/7/2007	ANDJOH	36
60675	1	420	4/14/2007	ANDJOH	40
60675	1	420	4/21/2007	ANDJOH	40
60675	1	420	4/28/2007	ANDJOH	40
60675	1	420	5/5/2007	ANDJOH	40
60675	1	420	5/12/2007	ANDJOH	32
60675	1	420	5/19/2007	ANDJOH	40
60675	1	420	5/26/2007	ANDJOH	37
60675	1	420	6/2/2007	ANDJOH	40
60675	1	420	6/9/2007	ANDJOH	40
60675	1	420	6/16/2007	ANDJOH	32
60675	1	420	6/23/2007	ANDJOH	40
60675	1	420	6/30/2007	ANDJOH	40
60675	1	420	7/7/2007	ANDJOH	40
60675	1	420	7/14/2007	ANDJOH	40
60675	1	420	7/21/2007	ANDJOH	36
60675	1	420	7/28/2007	ANDJOH	40
60675	1	420	8/4/2007	ANDJOH	40
60675	1	420	8/11/2007	ANDJOH	40
60675	1	420	8/18/2007	ANDJOH	39
60675	1	420	8/25/2007	ANDJOH	40
60675	1	420	9/1/2007	ANDJOH	40
60675	1	420	9/8/2007	ANDJOH	32
60675	1	420	9/15/2007	ANDJOH	40
60675	1	420	9/22/2007	ANDJOH	40
60675	1	420	9/29/2007	ANDJOH	32
60675	1	420	10/6/2007	ANDJOH	40
60675	1	420	10/13/2007	ANDJOH	39
60675	1	420	10/20/2007	ANDJOH	40
60675	1	420	10/27/2007	ANDJOH	38
60675	1	420	11/3/2007	ANDJOH	39
60675	1	420	11/10/2007	ANDJOH	40
60675	1	420	11/17/2007	ANDJOH	39
60675	1	420	11/24/2007	ANDJOH	24
60675	1	420	12/1/2007	ANDJOH	40
60675	1	420	12/8/2007	ANDJOH	37
60675	1	420	12/15/2007	ANDJOH	35
60675	1	420	12/22/2007	ANDJOH	39
60675	1	420	12/29/2007	ANDJOH	24
60675	1	420	1/5/2008	ANDJOH	32
60675	1	420	1/12/2008	ANDJOH	40
60675	1	420	1/19/2008	ANDJOH	40
60675	1	420	1/26/2008	ANDJOH	16
60675	1	420	2/9/2008	ANDJOH	37
60675	1	420	2/16/2008	ANDJOH	35
60675	1	420	2/23/2008	ANDJOH	32
60675	1	420	3/1/2008	ANDJOH	40
60675	1	420	3/8/2008	ANDJOH	36

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60675	1	420	3/15/2008	IDJOH	38
60675	1	420	3/22/2008	ANDJOH	33
60675	1	420	3/29/2008	ANDJOH	40
60675	1	420	4/5/2008	ANDJOH	38
60675	1	420	4/12/2008	ANDJOH	38
60675	1	420	4/19/2008	ANDJOH	38
60675	1	420	4/26/2008	ANDJOH	40

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Date: 5/3/2010 PAYROLL HISTORY DISTRIBUTION Report Code: 48.71
 Time: 12:48:47 PM Page: 1
 Company No. 1 PETRA Incorporated
 Printing: Employee Range VAUJER thru VAUJER Pay Periods Ending Between 08/01/06 and 04/30/09
 Job Range 060675 thru 060675

Jack Vaughn

JOB	PHASE	COST CODE	PERIOD ENDING	EMPLOYEE CODE	REG HOURS
60675	1	420	4/19/2008	VAUJER	7
60675	1	420	4/26/2008	VAUJER	20
60675	1	420	5/3/2008	VAUJER	40
60675	1	420	5/10/2008	VAUJER	40
60675	1	420	5/17/2008	VAUJER	40
60675	1	420	5/24/2008	VAUJER	40
60675	1	420	5/31/2008	VAUJER	24
60675	1	420	6/7/2008	VAUJER	40
60675	1	420	6/14/2008	VAUJER	40
60675	1	420	6/21/2008	VAUJER	37
60675	1	420	6/28/2008	VAUJER	35
60675	1	420	7/5/2008	VAUJER	32
60675	1	420	7/12/2008	VAUJER	40
60675	1	420	7/19/2008	VAUJER	40
60675	1	420	7/26/2008	VAUJER	40
60675	1	420	8/2/2008	VAUJER	40
60675	1	420	8/9/2008	VAUJER	40
60675	1	420	8/16/2008	VAUJER	30
60675	1	420	8/23/2008	VAUJER	40
60675	1	420	8/30/2008	VAUJER	40
60675	1	420	9/6/2008	VAUJER	32
60675	1	420	9/20/2008	VAUJER	40
60675	1	420	9/27/2008	VAUJER	32
60675	1	420	10/4/2008	VAUJER	40
60675	1	420	10/11/2008	VAUJER	40
60675	1	420	10/18/2008	VAUJER	40
Total					929

Date:	5/3/2010	PAYROLL HISTORY DISTRIBUTION	Report Code:	48.71
Time:	12:53:19 PM		Page:	1
Company No.	1 PETRA Incorporated			
Printing:	Employee Range CHIPAT thru CHIPAT Pay Periods Ending Between 08/01/06 and 04/30/09			
	Job Range 060675 thru 060675			

Pat Child

JOB	PHASE	COST CODE	PERIOD ENDING	EMPLOYEE CODE	REG HOURS
60675	1	420	7/5/2008	CHIPAT	32
60675	1	420	7/12/2008	CHIPAT	40
60675	1	420	7/19/2008	CHIPAT	40
60675	1	420	7/26/2008	CHIPAT	40
60675	1	420	8/2/2008	CHIPAT	40
60675	1	420	8/9/2008	CHIPAT	40
60675	1	420	8/16/2008	CHIPAT	40
60675	1	420	8/23/2008	CHIPAT	40
60675	1	420	8/30/2008	CHIPAT	40
60675	1	420	9/6/2008	CHIPAT	40
60675	1	420	9/13/2008	CHIPAT	40
60675	1	420	9/20/2008	CHIPAT	40
60675	1	420	9/27/2008	CHIPAT	20
60675	1	420	10/4/2008	CHIPAT	20
60675	1	420	10/11/2008	CHIPAT	20
60675	1	420	10/18/2008	CHIPAT	20
Total					552

Date: 5/3/2010 AYROLL HISTORY DISTRIBUTION Report Code: 48.71
Time: 12:49:27 PM Page: 1
Company No. 1 PETRA Incorporated
Printing: Employee Range DILJER thru DILJER Pay Periods Ending Between 08/01/06 and 04/30/09
Job Range 060675 thru 060675

Jerry Dillon

JOB	PHASE	COST CODE	PERIOD ENDING	EMPLOYEE CODE	REG HOURS
60675	1	420	12/2/2006	DILJER	16
60675	1	420	12/9/2006	DILJER	40
60675	1	420	12/16/069	DILJER	40
60675	1	420	12/23/2006	DILJER	40
60675	1	420	12/30/2006	DILJER	32
Total					168

Date:	5/3/2010	WAGE ROLL HISTORY DISTRIBUTION	Report Code:	48.71
Time:	12:51:28 PM		Page:	1
Company No.	1 PETRA Incorporated			
Printing:	Employee Range BIGHOH thru BIGHOH Pay Periods Ending Between 08/01/06 and 04/30/09			
	Job Range 060675 thru 060675			

John Bigham

JOB	PHASE	COST CODE	PERIOD ENDING	EMPLOYEE CODE	REG HOURS
60675	1	420	11/4/2006	BIGJOH	6
60675	1	420	11/11/2006	BIGJOH	26
60675	1	430	11/18/069	BIGJOH	24
Total					56

Date: 5/3/2010 AYROLL HISTORY DISTRIBUTION Report Code: 48.71
 Time: 12:53:19 PM Page: 1
 Company No. 1 PETRA Incorporated
 Printing: Employee Range TRESKO thru TRESKO Pay Periods Ending Between 08/01/06 and 04/30/09
 Job Range 060675 thru 060675

Scott Trepagnier

JOB	PHASE	COST CODE	PERIOD ENDING	EMPLOYEE CODE	REG HOURS
60675	1	420	8/25/2007	TRESKO	40
60675	1	420	9/8/2007	TRESKO	32
60675	1	430	9/1/2007	TRESKO	40
60675	1	430	9/15/2007	TRESKO	40
60675	1	430	9/22/2007	TRESKO	40
60675	1	430	9/29/2007	TRESKO	40
60675	1	430	10/6/2007	TRESKO	40
60675	1	430	10/13/2007	TRESKO	40
60675	1	430	10/20/2007	TRESKO	37
60675	1	430	10/27/2007	TRESKO	38
60675	1	430	11/3/2007	TRESKO	39
60675	1	430	11/10/2007	TRESKO	40
60675	1	430	11/17/2007	TRESKO	40
60675	1	430	11/24/2007	TRESKO	32
60675	1	430	12/1/2007	TRESKO	40
60675	1	430	12/8/2007	TRESKO	40
60675	1	430	12/15/2007	TRESKO	36
60675	1	430	12/22/2007	TRESKO	40
60675	1	430	12/29/2007	TRESKO	20
60675	1	430	1/5/2008	TRESKO	28
60675	1	430	1/12/2008	TRESKO	35
60675	1	430	1/19/2008	TRESKO	35
60675	1	430	1/26/2008	TRESKO	40
60675	1	430	2/2/2008	TRESKO	37
60675	1	430	2/9/2008	TRESKO	38
60675	1	430	2/16/2008	TRESKO	30
60675	1	430	2/23/2008	TRESKO	32
60675	1	430	3/1/2008	TRESKO	30
60675	1	430	3/8/2008	TRESKO	32
60675	1	430	3/15/2008	TRESKO	33
60675	1	430	3/22/2008	TRESKO	30
60675	1	430	3/29/2008	TRESKO	35
60675	1	430	4/5/2008	TRESKO	30
60675	1	430	4/12/2008	TRESKO	32
60675	1	430	4/19/2008	TRESKO	31
60675	1	430	4/26/2008	TRESKO	31
60675	1	430	5/3/2008	TRESKO	28
60675	1	430	5/10/2008	TRESKO	26
60675	1	430	5/17/2008	TRESKO	30
60675	1	430	5/24/2008	TRESKO	34
60675	1	430	5/31/2008	TRESKO	20
60675	1	430	6/14/2008	TRESKO	20
60675	1	430	6/21/2008	TRESKO	26
60675	1	430	6/28/2008	TRESKO	30
Total					1487

Date:	5/3/2010	YROLL HISTORY DISTRIBUTION	Report Code:	48.71
Time:	12:59:34 PM		Page:	1
Company No.	1 PETRA Incorporated			
Printing:	Employee Range BRODRE thru BRODRE Pay Periods Ending Between 08/01/06 and 04/30/09			
	Job Range 060675 thru 060675			

Drew Brown

JOB	PHASE	COST CODE	PERIOD ENDING	EMPLOYEE CODE	REG HOURS
60675	1	405	4/26/2008	BRODRE	20
60675	1	405	5/3/2008	BRODRE	40
60675	1	405	7/5/2008	BRODRE	32
60675	1	430	5/10/2008	BRODRE	40
60675	1	430	5/17/2008	BRODRE	40
60675	1	430	5/24/2008	BRODRE	40
60675	1	430	5/31/2008	BRODRE	32
60675	1	430	6/7/2008	BRODRE	32
60675	1	430	6/14/2008	BRODRE	30
60675	1	430	6/21/2008	BRODRE	32
60675	1	430	6/28/2008	BRODRE	32
Total					370

Petra, Incorporated
City of Meridian
Outstanding Invoices and Accrued Interest

Interest Calculated to 31-May-10
Interest Rate: .75% per Month

Invoice Number	Pay Application Number	Invoice / Line Item Description	Job Name	Job Number	Invoice Date	Invoice / Pay App Balance	Grace Period	Effective Interest Date	Days Over Due	Accrued Interest
1921	21	Contingency	City Hall	06-0675	07/31/08	\$ 5,859.00	30	08/30/08	639	\$ 995.40
2009	24	General Conditions: # 3	City Hall	06-0675	11/10/08	\$ 21,245.50	30	12/10/08	537	\$ 2,998.21
2032	25	General Conditions: # 2 & # 3	City Hall	06-0675	12/10/08	\$ 22,539.93	30	01/09/09	507	\$ 2,989.41
2050	26	General Conditions: # 2 & # 3	City Hall	06-0675	01/07/09	\$ 5,408.03	30	02/06/09	479	\$ 676.19
2073	27	General Conditions: # 3	City Hall	06-0675	02/05/09	\$ 3,132.50	30	03/07/09	450	\$ 367.18
2087	28	N/A	City Hall	06-0675	03/10/09	\$ -	30	04/09/09	417	\$ -
2098	29	General Conditions: # 2; # 3 & Contingency	City Hall	06-0675	04/09/09	\$ 15,225.79	30	05/09/09	387	\$ 1,515.72
2105	30	General Conditions: # 3	City Hall	06-0675	05/06/09	\$ 1,483.50	30	06/05/09	360	\$ 136.75
Sub Total - Meridian City Hall Project						\$ 74,894.25				
	Change Order #2	Reimbursables & CM Fee	City Hall	06-0675	10/03/08	\$ 512,427.00	30	11/02/08	575	\$ 77,726.01
	Change Order #2 Adj	Reimbursables & CM Fee Adjustment	City Hall	06-0675	05/05/10	\$ 10,162.00	30	06/04/10	0	\$ -
Sub Total - Change Order No. 2						\$ 522,589.00				\$ 87,404.87
2033	3	General Conditions # 5 & Reimbursable	Parking Lot	08-0920	12/10/08	\$ 10,430.73	30	01/09/09	507	\$ 1,383.39
2057	4	General Conditions # 5 & Reimbursable	Parking Lot	08-0920	01/12/09	\$ 9,443.98	30	02/11/09	474	\$ 1,167.62
2066	5	General Conditions # 5 & Reimbursable	Parking Lot	08-0920	02/02/09	\$ 20,503.64	30	03/04/09	453	\$ 2,420.41
2082	6	General Conditions # 5 & Reimbursable	Parking Lot	08-0920	03/06/09	\$ 8,492.83	30	04/05/09	421	\$ 922.52
2097	7	General Conditions # 5 & Reimbursable	Parking Lot	08-0920	04/09/09	\$ 2,281.61	30	05/09/09	387	\$ 227.01
Sub Total - East Parking Lot Project						\$ 51,152.79				\$ 6,120.95
Total Outstanding Invoices						\$ 648,636.04		Total Interest Due		\$ 93,525.82
Total Invoices & Interest										\$ 742,161.86



ORIGINAL

NO. 10:29 FILED P.M.

MAY 06 2010

J. DAVID NAVARRO, Clerk
By KATHY J. BIEHL
DEPUTY

Thomas G. Walker (ISB 1856)
Franki J. Hargrave (ISB 5847)
Mackenzie Whatcott (ISB 5509)
COSHO HUMPHREY, LLP
800 Park Blvd., Suite 790
P. O. Box 9518
Boise, Idaho 83707-9518
Direct Phone: (208) 639-5607
Cell Phone: (208) 869-1508
Direct Facsimile: (208) 639-5609
E-mail: twalker@cosholaw.com; mwhatcott@cosholaw.com

Attorneys for Defendant/Counterclaimant, Petra Incorporated

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF
THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

★ ★ ★ ★ ★

THE CITY OF MERIDIAN, an Idaho
Municipal Corporation,

Plaintiff/Counterdefendant,

vs.

PETRA INCORPORATED, an Idaho
corporation,

Defendant/Counterclaimant.

Case No. CV OC 0907257

**AFFIDAVIT OF THOMAS G. WALKER
DATED APRIL 29, 2010 IN SUPPORT OF
PETRA INCORPORATED'S MOTION
FOR SUMMARY JUDGMENT**

STATE OF IDAHO)
) ss.
County of Ada)

I, THOMAS G. WALKER, being first duly sworn upon oath, depose and state:

1. I am one of the attorneys of record for the Defendant/Counterclaimant, Petra Incorporated ("Petra"), in the above entitled action and I make this affidavit based on my own personal knowledge of the facts set forth herein.

2. I submit this affidavit in support of Petra's Motion for Summary Judgment.

3. I am one of the custodians of records of Cosho Humphrey, LLP, which include memoranda, legal documents, reports, correspondence, emails, records, research and data compilations, in various forms that are kept in the course of Cosho Humphrey, LLP's regularly conducted business activity, and which are made and maintained as the regular practice of Cosho Humphrey, LLP.

4. After more than a year of attempting to settle the matters covered by Change Order No. 2, Petra instructed me to request mediation under Paragraph 8.2 of the Agreement.

5. Attached hereto as Exhibit "A" is a true and correct copy of my March 16, 2009 letter to Mr. Bill Nary, the City Attorney for the City of Meridian, requesting mediation pursuant 8.2 of the Construction Management Agreement.

6. My letter reminded Meridian that Section 8.2 of the Agreement required a response within fifteen days of my letter.

7. On March 26, 2009, rather than agreeing to mediation, Meridian's counsel instead demanded an exhaustive document production that was largely irrelevant to the claims set forth in its subsequently filed complaint.

8. Attached hereto as Exhibit "B" is a true and correct copy of the March 26, 2009 letter I received from Mr. Kim Trout, counsel for Meridian.

9. Six days later, although it had demanded all of Petra's records, Meridian refused to make the City's records available to Petra, because "the parties are not in litigation;" and requested an extension for mediation, claiming that the required 60 days would not allow sufficient time for a "thorough analysis of the facts" and be counterproductive to good faith mediation.

10. Attached hereto as Exhibit "C" is a true and correct copy of the April 1, 2009 letter I received from Mr. Kim Trout.

11. Attached hereto as Exhibit "D" and "E" are true and correct copies of my March 30, 2009 and April 2, 2009 emails to Mr. Kim Trout.

12. On April 10, 2009, I again emailed Mr. Trout requesting a meeting to select a mediator.

13. Attached hereto as Exhibit "F" is a true and correct copy of my April 10, 2009 email to Mr. Kim Trout.

14. I again contacted Mr. Trout regarding mediation by email on April 16, 2009.

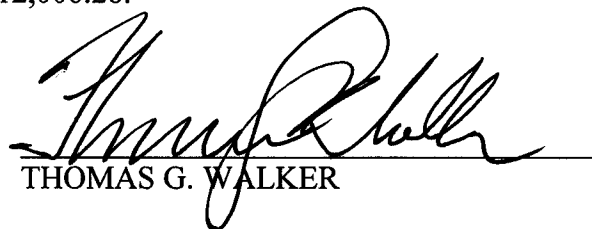
15. I was informed by Mr. Trout that Meridian did not believe that mediation would be productive until it had gathered even more information and he did not understand why Petra wanted mediation to occur within the time frame required by the Agreement.

16. Attached hereto as Exhibit "G" is a true and correct copy of my April 16, 2009 email to Mr. Kim Trout and his April 16, 2009 response to my email.

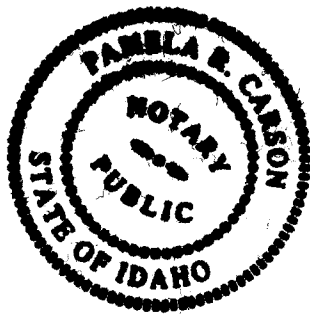
17. Meridian suggested that if Petra insisted on mediation John Magel would be an acceptable choice as mediator. However, prior to sending that email, Meridian had already prepared and filed its April 16, 2009 Complaint.

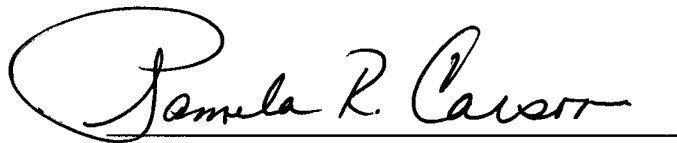
18. Attached hereto as Exhibit "H" is a true and correct copy of my April 20, 2009 email to Mr. Kim Trout and his April 20, 2009 response to my email.

19. From April 16, 2009, Petra has produced 53,843 pages of documents and incurred attorney fees and litigation costs in this case of \$ 312,006.28.


THOMAS G. WALKER

SUBSCRIBED AND SWORN to before me this 29th day of April, 2010.



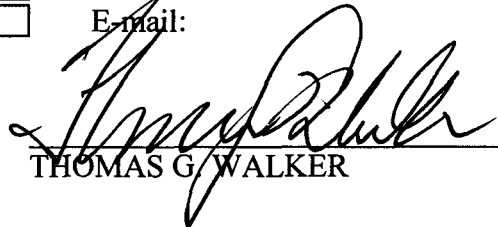

Notary Public for Idaho
Residing at Eagle, Idaho
My commission expires: March 31, 2016.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY That on the 6th day of May, 2010, a true and correct copy of the
within and foregoing document was served upon:

Kim J. Trout, Esq.
Trout Jones Gledhill Fuhrman, P.A.
225 North 9th Street, Suite 820
P.O. Box 1097
Boise, Idaho 83701

- ☐ U.S. Mail
- ☒ Hand Delivery
- ☐ Overnight Courier
- ☐ Facsimile
- ☐ E-mail:


THOMAS G. WALKER

COSHO HUMPHREY, LLP **FILE COPY**

COUNSELORS & ATTORNEYS AT LAW

PO Box 9518 83707-9518

800 Park Blvd., Suite 790

Boise, Idaho 83712

Telephone 208.344.7811

Firm fax 208.338.3290

THOMAS G. WALKER

twalker@cosholaw.com

www.ricolawblog.com

DIRECT PHONE

208.639.5607

CELL PHONE

208.869.1508

DIRECT FAX

208.639.5609

March 16, 2009

Mr. Bill Nary
City Attorney
City of Meridian
33 E. Broadway
Meridian, ID 83642

Re: Petra, Incorporated – Claim under Change Order #2
CH File No. 20771-008

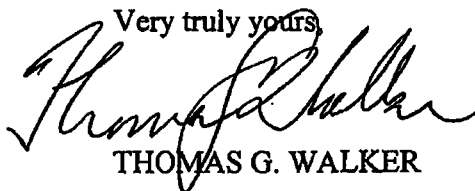
Dear Mr. Nary:


I am writing to request mediation of the claim made by Petra, Incorporated ("Petra") under Change Order #2 in the amount of \$512,427. As you know, Petra has engaged in protracted direct discussions with representatives of the City of Meridian ("City") as provided for in Section 8.1 of the Construction Management Agreement dated August 1, 2006 ("CMA"). Since those discussions have only resulted in the City's continuing denial of Petra's claim, I am making a request for mediation as required by Section 8.2 of the CMA.

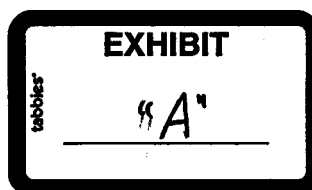
Please contact me so we can agree upon a mediator, the participants and the date, time and place for the mediation session. Section 8.2 requires your response within 15 days of this request.

Thank you.

Very truly yours,


THOMAS G. WALKER

cc: Jerry Frank 
428137_2.doc



00358 Petra63724

TROUT ♦ JONES ♦ GLEDHILL ♦ FUHRMAN, P.A.
A T T O R N E Y S A T L A W

Kim J. Trout

March 26, 2009

VIA: E-Mail

Thomas G. Walker, Esq.
CHOSHO HUMPHREY, LLP
800 Park Blvd., Suite 790
Boise, Idaho 83712

RE: *Petra, Inc. – City of Meridian*

Dear Tom,

Yesterday, I was retained by the City of Meridian with respect to the above referenced matter. I am in receipt of your letter of March 16, 2009 related to the mediation.

I look forward to working with you regarding timing and the selection of a mediator. I do anticipate however, some delay, as on behalf of the City we request that in anticipation of any mediation, pursuant to Section 2.4 of the Construction Management Agreement, all Project Records be made available for inspection and copying. In particular, I would like to work with you to obtain all Petra e-mails in any way related to the Project, along with the other Project Records specified in the Agreement. Please advise as to when and how this work can be satisfactorily accomplished. I will assume that you have already advised Petra regarding spoliation or destruction of evidence.

Assuming that making arrangements for, and obtaining, the Project Records as a precursor to any mediation may take some time, I'd like to explore a discussion with you regarding extending the contractual deadlines by agreement.

I look forward to speaking with you.

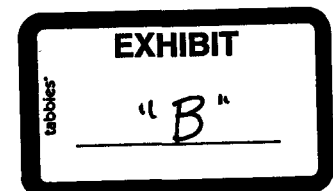
Sincerely,



Kim J. Trout

KJT/kk
Cc: Client

The 9th & Idaho Center ♦ 225 North 9th Street, Suite 820
P. O. Box 1097 ♦ Boise, Idaho 83701
Phone (208) 331-1170 ♦ Facsimile (208) 331-1529
E-Mail Address: ktrout@idalaw.com



Petra63725
003569

TROUT ♦ JONES ♦ GLEDHILL ♦ FUHRMAN, P.A.
A T T O R N E Y S A T L A W

Kim J. Trout

April 1, 2009

VIA: E-Mail

Thomas G. Walker, Esq.
CHOSHO HUMPHREY, LLP
800 Park Blvd., Suite 790
Boise, Idaho 83712

RE: *Petra, Inc. – City of Meridian*

Dear Tom,

I am in receipt of your e-mail correspondence of Monday, March 30, 2009.

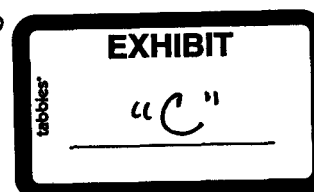
I appreciate your cooperation in having Petra make records available for inspection. I will be sending Richard Kluckhohn, a consultant to our firm, to Petra's offices today to make an initial evaluation of the documents, and arrangements for copying. Please advise Petra to expect his visit.

We anticipate that the City will be conducting a forensic audit of Petra's financial records for the Project, which should be included in the Project Records, required to be maintained pursuant to Section 2.4 of the Construction Management Agreement. We assume that these records are likely in electronic format, and thus need confirmation of their availability in native format for copying. We are concerned that you did not confirm that Petra has been advised of its duty to maintain records in accord with the policy of the law against spoliation of evidence. Can you provide a copy of the directive to Petra regarding spoliation?

As the parties are not in litigation, the City's records will not be made available at this time.

Finally, I ask that you kindly revisit the issue of extended alternative dates for mediation. We anticipate that even with best efforts, it is highly unlikely that the forensic audit and document review can be effectively completed in anticipation of a May mediation date. We would certainly hope that your client would concur that a thorough and complete review and analysis of the facts will aid in the mediation process. It would seem that pressing for an a mediation within 60 days without allowing sufficient time for thorough analysis is counterproductive to a mediation to be conducted in good faith. As such, we would encourage you to revisit this issue with your client and kindly advise result of those discussions. From a practical standpoint, given the fact that the dates for mediation may be extended by order of a Court (as described in the Construction Management Agreement), it seems to make little sense

The 9th & Idaho Center ♦ 225 North 9th Street, Suite 820
P. O. Box 1097 ♦ Boise, Idaho 83701
Phone (208) 331-1170 ♦ Facsimile (208) 331-1529
E-Mail Address: ktrout@idalaw.com



Petra63727
03570

Mr. Thomas Walker

April 1, 2009

Page 2

to force the City to file a lawsuit to simply obtain a reasonable period of time for pre-mediation review of the Project Records in preparation for a good faith mediation.

My thanks in advance for your time and attention to this matter.

Sincerely,

A handwritten signature in black ink, appearing to be 'KJT' with a stylized flourish.

Kim J. Trout

KJT/kk

Cc: Client

Pam Carson

From: Thomas G. Walker
Sent: Monday, March 30, 2009 10:52 AM
To: Kim Trout
Cc: Jerry Frank; Gene Bennett; Tom Coughlin; Pam Carson
Subject: RE: Petra - City of Meridian

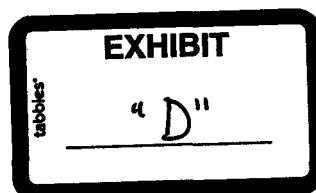
Kim:

Petra will have the records you requested available for inspection tomorrow at its offices located at 1097 N. Rosario St., Meridian, ID 83642. Please let me know when you want to review the records.

We would also like to have the complete files, including emails and electronic documents, maintained by the City of Meridian regarding this project available for inspection as soon as possible. Since this matter has been pending for more than a year, Petra is not willing to delay the mediation beyond the date specified in the contract. By my calculation, the 60-day period expires on May 15, 2009.

I look forward to hearing from you. Thanks.

Thomas G. Walker
Coshu Humphrey, LLP
800 Park Blvd., Suite 790
PO Box 9518
Boise, ID 83707-9518
Direct phone: 208-639-5607
Direct fax: 208-639-5609
E-mail: twalker@cosholaw.com
Blog: www.ricolawblog.com

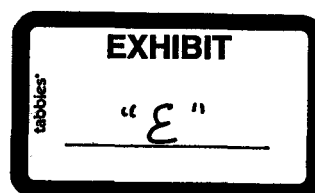


Pam Carson

From: Thomas G. Walker
Sent: Thursday, April 02, 2009 9:32 AM
To: Kim Trout
Cc: Jerry Frank; Gene Bennett; Pam Carson; Tom Coughlin
Subject: Petra / City of Meridian

Kim: The folks at Petra are expecting your consultant tomorrow at 9:00 a.m. I renew my request for access to the City's files regarding the subject project, so we can prepare properly for the mediation session. Also, Petra is not willing to extend the mediation date beyond May 15th because the City has had over a year to conduct whatever forensic accounting exercise the council thought necessary.

Thomas G. Walker
Coshu Humphrey, LLP
800 Park Blvd., Suite 790
PO Box 9518
Boise, ID 83707-9518
Direct phone: 208-639-5607
Direct fax: 208-639-5609
E-mail: twalker@cosholaw.com
Blog: www.ricolawblog.com



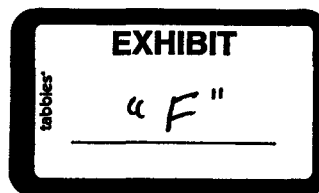
Pam Carson

From: Thomas G. Walker
Sent: Friday, April 10, 2009 11:00 AM
To: Kim Trout
Cc: Pam Carson
Subject: Petra / city of Meridian

Kim:

What's the status regarding our meeting to select a mediator? As previously noted, Petra is not willing to delay commencing mediation past May 15th because the City has had more than a year to conduct whatever investigation and/or accounting the council members and the city attorney thought appropriate. Also, we still want to inspect and/or copy the City's complete file on this matter before the end of April.

Thomas G. Walker
Coshu Humphrey, LLP
800 Park Blvd., Suite 790
PO Box 9518
Boise, ID 83707-9518
Direct phone: 208-639-5607
Direct fax: 208-639-5609
E-mail: twalker@cosholaw.com
Blog: www.ricolawblog.com



-----Original Message-----

From: Kim Trout [mailto:KTrout@dalaw.com]
Sent: Thursday, April 16, 2009 2:55 PM
To: Thomas G. Walker
Subject: RE: Petra Incorporated / City of Meridian

Tom, my apology for the delay in responding to you today, I've had a couple of very busy post-trial days of catch up.

I have met with the City, and I'm in the process of developing the documents which did not appear to be in the group my associate reviewed at Petra's offices. Hopefully that list will be complete tomorrow and I'll forward it to you then.

As to the City's claims, they arise from the CM Agreement and the items of work product that were to have been delivered to the City for each of the phases of the project. On the surface, there are significant questions regarding the work product that Petra was to have performed and delivered, mostly relating to the budget identified in the CM Agreement and the cost control issues which were Petra's responsibility.

I want to request again, that both parties waive the mediation requirement. I do not believe that the mediation will have any reasonable chance of a productive result until the City has gathered additional information as to events which occurred during the project process, and can further evaluate its position. I recognize that Petra is in a hurry to have the mediation occur. I'm uncertain as to why, as at present, I believe it unlikely that the City will be willing to write Petra a check.

That being said, I recommend that we use John Magel as the mediator, if Petra insists on moving toward a May 15 mediation.

Best regards,

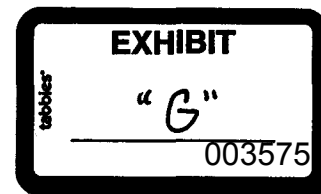
Kim

From: Thomas G. Walker [twalker@CoshLaw.com]
Sent: Thursday, April 16, 2009 6:17 AM
To: Kim Trout
Cc: Pam Carson
Subject: Petra Incorporated / City of Meridian

Kim:

My file indicates that you were scheduled to meet with the City Council on Tuesday regarding Petra's change order claims. You also informed me that you would provide me with a list of documents that your consultant did not find during his visit to Petra. Finally, you were to provide me with an explanation of the City's claims regarding Petra's alleged failure to provide certain deliverables. We are still looking forward to selecting a mediator so this matter can move toward a prompt resolution. I look forward to hearing from you.

Thomas G. Walker
Cosh Humphrey, LLP
800 Park Blvd., Suite 790
PO Box 9518
Boise, ID 83707-9518
Direct phone: 208-639-5607
Direct fax: 208-639-5609
E-mail: twalker@coshlaw.com
Blog: www.ricolawblog.com



Pam Carson

From: Thomas G. Walker
Sent: Tuesday, April 21, 2009 5:59 AM.
To: Jerry Frank; Gene Bennett; Tom Coughlin
Cc: Pam Carson
Subject: FW: Petra Incorporated / City of Meridian

FYI.

Thomas G. Walker
Cosho Humphrey, LLP
800 Park Blvd., Suite 790
PO Box 9518
Boise, ID 83707-9518
Direct phone: 208-639-5607
Direct fax: 208-639-5609
E-mail: twalker@cosholaw.com
Blog: www.ricolawblog.com

From: Kim Trout [mailto:KTrout@idalaw.com]
Sent: Monday, April 20, 2009 3:48 PM
To: Thomas G. Walker
Subject: RE: Petra Incorporated / City of Meridian

Tom,

Thanks for the message. I'll pass it along to the City for their review and consideration.

Best regards,

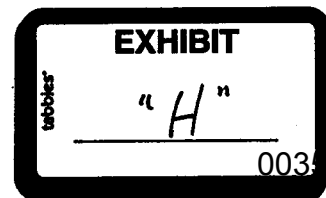
Kim

From: Thomas G.. Walker [mailto:twalker@CoshoLaw.com]
Sent: Monday, April 20, 2009 8:44 AM
To: Kim Trout
Cc: Pam Carson
Subject: Petra Incorporated / City of Meridian

Kim:

I have visited further with my client's management regarding an extension of time for the City to complete its investigation in preparation for a mediation session. Petra is willing to grant an extension of the May 15, 2009 deadline to June 15, 2009.

Thomas G. Walker
Cosho Humphrey, LLP
800 Park Blvd., Suite 790
PO Box 9518
Boise, ID 83707-9518
Direct phone: 208-639-5607
Direct fax: 208-639-5609
E-mail: twalker@cosholaw.com



ORIGINAL

NO. _____
A.M. 10:29 FILED P.M. _____

MAY 06 2010

Thomas G. Walker (ISB No. 1856)
Erika K. Klein (ISB No. 5509)
Mackenzie Whatcott (ISB No. 6774)
COSH O HUMPHREY, LLP
800 Park Blvd., Suite 790
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Boise, Idaho 83707-9518
Direct Phone: (208) 639-5607
Cell Phone: (208) 869-1508
Direct Facsimile: (208) 639-5609
E-mail: twalker@cosholaw.com; eklein@cosholaw.com; mwhatcott@cosholaw.com

J. DAVID NAVARRO, Clerk
By KATHY J. BIEHL
DEPUTY

Attorneys for Defendant/Counterclaimant, Petra Incorporated

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF

THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

★ ★ ★ ★ ★

THE CITY OF MERIDIAN, an Idaho Municipal
Corporation,

Plaintiff,

vs.

PETRA INCORPORATED, an Idaho corporation,

Defendant.

Case No. CV OC 0907257

**AFFIDAVIT OF JACK K. LEMLEY
DATED APRIL 30, 2010**

STATE OF IDAHO)
) ss:
County of Ada)

Jack K. Lemley, being first duly sworn, deposes and states upon his oath the following:

1. I am the President and Chief Executive Officer of Lemley International.
2. My professional training, experience, professional associations and licensing are set forth in my Curriculum Vitae, a copy of which is attached hereto as Exhibit A and, by reference, is made part hereof.
3. I am an expert in the field of construction, construction management and engineering.

4. Richard K. Bauer, P.E., an employee of Lemley International, assisted me with the interviews we conducted and in the review and analysis of the documents described below. Mr. Bauer's training, experience, professional associations and licensing are set forth in his Curriculum Vitae, a copy of which is attached hereto as Exhibit B and, by reference, is made part hereof.

5. Mr. Bauer is also an expert in the field of construction, construction management and engineering.

6. I was also assisted in this matter by various other employees of Lemley International.

7. All of the opinions contained herein are based upon interviews conducted by me and Mr. Bauer and upon our review of the pertinent documents, which we have discussed in detail. My opinions are also based upon my knowledge of the prevailing standards of care applicable to construction managers as well as my own experience and expertise in this area.

8. I have actual personal knowledge of the standard of care applicable in this community for construction managers performing work for projects of a size, scope and complexity similar to the Meridian City Hall project ("Project").

9. Mr. Bauer and I have conducted interviews of Jerald S. Frank, President of Petra Incorporated ("Petra"), Eugene R. Bennett, who served as a project manager on the Project, and Thomas R. Coughlin, who served as a project engineer on the Project

10. Mr. Bauer and I have also reviewed the following documents:

- a. Meridian's Complaint and attached exhibit,
- b. Petra's First Amended Answer and Counterclaim,
- c. Petra's Memorandum in Support of its Motion to Dismiss with supporting Affidavits and exhibits,
- d. Meridian's Motion for Leave to File First Amended Complaint and supporting Memorandum,

- e. Petra's Memorandum in Opposition to Motion for Leave to Amend and supporting Affidavits and exhibits, and
- f. Monthly Reports provided to the City of Meridian by Petra Incorporated for December, 2007, and January, 2008 through November 2008.

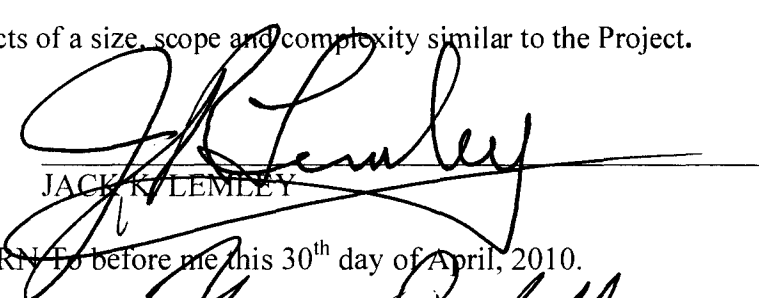
11. Mr. Bauer and I visited the Project and walked around and through the public areas. Consequently, we were able to personally observe the City Hall building, Plaza and parking lots.

12. The cost and complexity of the Project and Petra's work as the construction manager was substantially increased by the changes ordered and approved by the City.

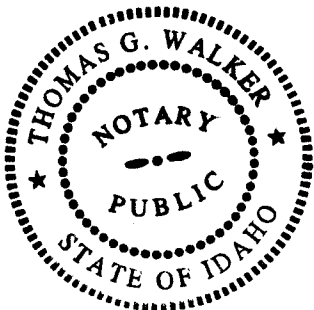
13. Considering the total Project and its cost, the City of Meridian received a quality product at a fair price.

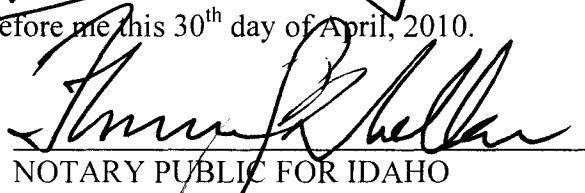
14. My opinions stated herein are made with reasonable professional certainty, and I actually hold these professional opinions.

15. Considering the foregoing, it is my opinion within a reasonable degree of professional certainty that Petra exercised ordinary and reasonable care with the same degree of professional skill, diligence and judgment as is customary in this community among construction managers performing work for projects of a size, scope and complexity similar to the Project.


JACK K. LEMLEY

SUBSCRIBED AND SWORN To before me this 30th day of April, 2010.




NOTARY PUBLIC FOR IDAHO
Residing at Boise, Idaho
My Commission Expires: 3/20/2013

DATED: May 12, 2010

COSHO HUMPHREY, LLP

By: _____

THOMAS G. WALKER

Attorneys for Petra Incorporated

CERTIFICATE OF SERVICE

I HEREBY CERTIFY That on the 6th day of May, 2010, a true and correct copy of the
within and foregoing document was served upon:

Kim J. Trout, Esq.
Trout Jones Gledhill Fuhrman, P.A.
225 North 9th Street, Suite 820
P.O. Box 1097
Boise, Idaho 83701

- ☐ U.S. Mail
- ☒ Hand Delivery
- ☐ Overnight Courier
- ☐ Facsimile
- ☐ E-mail:

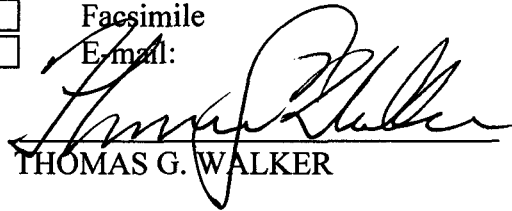

THOMAS G. WALKER

EXHIBIT A

JACK K. LEMLEY

Jack Lemley has over 50 years of management experience in international industrial infrastructure and design and construction. This experience encompasses a broad cross section of the management of engineering and construction work, including heavy civil construction, mining, power generation, industrial and institutional building projects. His work has ranged from direct involvement at the general manager level to marketing, contract negotiations, and finance. Currently, he is serving as president and chief executive officer of a civil construction consulting firm.

Mr. Lemley has the experience and knowledge of people and situations which allow him to speak with authority on pursuing practical solutions to construction-related problems. He is familiar with long-range planning, owner relations, finance, labor relations, and other operational aspects from the point of view of an engineer, and contractors, as well as that of owner's representation. Mr. Lemley is professionally involved with the International Tunneling Association and a member of numerous major professional societies, which makes him well acquainted with the principal issues and senior people in the construction industry.

EXPERIENCE

President and Chief Executive Officer

Lemley International - headquartered in Boise, Idaho, is a management-consulting firm established to serve public and private clients worldwide in the engineering/construction industry. This company offers project management and technical support services for organization/planning, cost estimating, procurement, safety and quality assurance, equipment selection/maintenance, scheduling, and underground development and tunneling. In addition, Lemley International provides services for constructions and program management, labor consultation, claims support and resolution, and pier review board participation.

Projects in which Mr. Lemley has either lead or consulted for include the following:

- Member Dispute Adjudication Board - Railway Bosphorus Tube Crossing Construction, Upgrading, Tunnels and Stations.
- Technical review of Athens Metro tunneling operations
- Expert testimony for ICC arbitration on the Great Man-Made River Project between the government of Libya and a Brazilian contractor Petrobras
- Cost Recovery Analysis for Boston's Central Artery/Tunnel
- Consultation for the Los Angeles Metro Rail project
- Participation on the Disputes Review Board for the Hong Kong Airport
- Board of Review for New Zealand's Second Manupuri Power Station Tailrace Tunnel
- Value Engineering review for California's Inland Feeder project
- Hong Kong's Strategic Sewage Disposal Scheme
- Athens Greece Metro Technical Advisor
- FERMI National Laboratory, Super Conducting Super Collider
- Technical Advisor and consultant on the MINOS experiment at FERMI labs
- Member of a Pier Review Board for the Yucca Mountain Nuclear Waste Disposal Facility

Chairman

As chairman of the 2012 Olympics, Mr. Lemley oversaw the delivery of the infrastructure and venues needed for the 2012 Olympics, including the main stadium, aquatic center, athlete housing, and related transportation systems. This massive project also included extensive regeneration of the Lower Lea Valley to develop the master plan and build the Olympic Park. Furthermore, Mr. Lemley was responsible for developing a plan and budget consistent with the 7 year Olympic Development Plan. Mr. Lemley created an exceptional team to present his vision.

Chairman and Chief Executive Officer

American Ecology - headquartered in Boise, Idaho, is an environmental service company. It is the parent company for operating entities that provide low-level radioactive and chemical hazardous waste management. Through its US Ecology unit, the company operates a low-level nuclear waste disposal facility in Washington State for the Northwest Compact facility and received a license approval for a similar facility in California for the Southwest Compact at Ward Valley. Furthermore, American Ecology operated a nuclear waste material processing facility in Oakridge, Tennessee.

Through its American Ecology Chemical Services unit, the company operates chemical waste disposal facilities in both Nevada and Texas. Services provided by the company include waste packaging, transportation, consulting, pretreatment, and disposals, fuels blending, recycling and clean-up services.

Performance Review

On behalf of Connecticut Yankee Atomic Power Company Mr. Lemley reviewed a Lump Sum Contract to decommission & dismantle their Haddam Neck Nuclear Power Plant. The review in consultation with the Power Company's attorneys resulted in the Contract being successfully terminated. Following that, Mr. Lemley successfully testified on behalf of the Power Company's Rate Case in front of the Federal Energy Regulatory Commission. Two civil suits were filed, one by the Power Company against the Contractor and one by the Contractor against the Power Company. Mr. Lemley gave depositions in both suits leading to a favorable settlement (via mediation) for the Power Company.

Performance Review

The Estate of Stone & Webster retained Mr. Lemley to assist them in the collection of an E&O Insurance Policy in relation to a Lump Sum contract with Maine Yankee Atomic Power Company for the decommission & dismantling of their Wiscasset, Maine Nuclear Power Plant. Mr. Lemley has given a report & deposition and is scheduled to testify when the case is tried in a Massachusetts court.

Audit Performance

Central Artery / Tunnel, Boston, Massachusetts - Performed a quality audit of the permanent facility. Supported the MA Turnpike Authority in their analysis of overcharges and improper performance by the PM and other Contractors. Approximate value of consulting of \$2 million, project value of \$14.5 billion.

Performance Review

Lemley and Associates - London Underground Ltd. - Reviewed the performance of a joint venture contractor charged with implementing a new communication contract for the entire subway system. Approximate consulting contract value of \$3 million, project value of \$5 billion.

Chief Executive Officer

TML - Channel Tunnel Project - From the Spring of 1989 until the project was successfully completed in December, 1993, Mr. Lemley was CEO of Transmanche-Link, a Joint Venture of ten major European contractors, five British and five French, contracted to perform engineering. As Chief Executive Officer, Mr. Lemley was responsible for the overall performance of the work. An excess of 14,000 people were employed on the project, the world's largest privately financed (with no governmental assistance or guarantees) construction project valued in an excess of \$21 billion.

Super Conducting Collider

Mr. Lemley participated as a member on the Department of Energy Advisory Board for the design and construction of the overall facility. Consulting contract valued \$500 thousand, project value \$1.1 billion.

Senior Vice President – Construction Division

Morrison Knudsen - Mr. Lemley was responsible for directing all engineering and construction activities as well as exercising general supervision over all division's; estimating, accounting, purchasing, warehousing, and general office functions. He reviewed project development to determine the progress of work and efficiency of operations. These projects included; marine, underground, heavy, civil, mining developments, transportation systems, military works, and utility and industrial programs. Additional responsibilities included maintaining amicable relationships with company clients and promoting satisfactory relations with government agencies, other business concerns, and the general public.

Group Vice President, Heavy, and Marine Group

Morrison Knudsen - As Heavy and Marine Group Vice President, Mr. Lemley was responsible for overall domestic and international operations as well as for group administration and personnel. He supervised seven division vice presidents and two subsidiary president involved in the day-to-day execution of the management, engineering, and construction activity of the group.

Furthermore, Mr. Lemley was responsible for overall management of several major projects including the \$800 million OK Tedi Gold and Copper Mine Development in Papua, New Guinea, the \$300 million Trans-Panama Pipeline, and the \$1.9 billion Cerrejon Coal Mine, Railroad, and Port Facility in Columbia, and the I-90 P.M. in Bellevue-Seattle, Washington.

General Manager,

Morrison Knudsen, King Khalid Military City Project, Saudi Arabia Consortium - Mr. Lemley was in charge of the overall management of the \$1.3 billion King Khalid Military City project to build a city for 70,000 people in the Eastern Province of the Kingdom of Saudi Arabia. As prime contractor, work involved the design and construction of city infrastructure and erection of construction plant facilities for pre-cast concrete aggregates and bituminous products, including the world's largest pre-cast element manufacturing facility; maintenance and operation of communications and utilities; life support and logistics services; prototype construction for the Military City; and assistance to the Corps of Engineers in management of other construction contractors.

Vice President, Special Assignments (Marketing)

Morrison Knudsen - Mr. Lemley directed marketing, sales, and business development of design and construction projects for the civil, mechanical, underground, transportation systems, and marine areas of domestic operations and provided market support for international operations. From 1977 to 1978, he served as Vice President, Special Assignments, assisting the Executive Vice President of Morrison-Knudsen's North American operations in administration and coordination of the activities in the seven North American performance centers, covering the United States and Canada.

General Manager

Guy F. Atkinson Company - Heavy Industrial and Power Division - Mr. Lemley's management responsibilities included construction of steel mills, pulp and paper plants as well as nuclear, fossil fuel, hydropower plants and 5 sections of I-5 Freeway thru downtown Seattle.

General Manager

Walsh Construction Company (Subsidiary of Guy F. Atkinson Co.) - As General Manager of the Heavy Industrial Division, Mr. Lemley's management responsibilities including construction of steel mills, pulp, paper, and cement plants as well as nuclear, fossil fuel, hydro and power plants.

Contracts and Engineering Manager, Water Tunnel Contractors

Guy F. Atkinson - Mr. Lemley served as Contracts and Engineering Manager for Water Tunnel Contractors, a six-company joint venture. He supervised all engineering and administration of three contiguous prime contracts and various subcontracts for New York City Water Tunnel No. 3 held by a 6 company J.V. The tunnel complex under the City of New York was 13.5 miles long with 44 vertical shafts, 3 large valve chambers with the lining, passing through and beneath extremely diverse and complex physical, political, and cultural areas.

Project Manager, Walsh-Canonie Joint Venture

Mr. Lemley directed operations for the construction of a 7-mile-long dam for the Ludington, Michigan, a 2000MGW hydroelectric pumped storage plant.

President

Healthcare Inc. - Mr. Lemley was responsible for supervising overall business activity including marketing, claims, and contract development for a small health care contraction company.

Assistant Project Engineer and Shift Superintendent

Guy F. Atkinson Company -Mica Dam Contractors - Mr. Lemley served as Assistant Project Engineer managing the initiation of operations for construction of a 800' high earth and rock fill dam and U.G. Powerhouse.

Education

- BA Architecture University of Idaho (1960)

Professional Registrations

- Chartered Civil Engineer #443241 (UK)
- UKFEANI Registered European Engineer, UK
- Chartered Engineer, UK

Professional Affiliations

- Fellow, ASCE
- Fellow, Institution of Civil Engineers, London
- Fellow, American Arbitration Association, American Underground Space Association, British Tunneling Society, International Tunneling Association
- Life Member, U.S. National Committee on Tunneling Technology
- 20 Year Member U.S. Committee Large Dams
- Member, The Moles
- Member, The Beavers
- Member of American Military Engineers
- Member of Worshipful Engineers, UK
- Founding Member of the Disputes Review Board Foundation
- Member of Worshipful Engineers London U.K.

Awards

- 2009 Trustee Emeritus College of Idaho
- 2007 Engineer of the Year, Idaho State University
- 2006 Honary Doctor of Science Degree Albertson's College of Idaho
- 2005 American Society of Civil Engineers Outstanding Projects and Leaders (OPAL) Award
- 2004 National Academy of Construction Induction
- 2003 Distinguished Alumni Award, North Idaho College
- 1999 Engineering News-Record, "125 Years...125 Top People" selection
- 1998 Honorary Doctor of Science Degree, University of Idaho
- 1997 Idaho's Hall of Fame Association, Outstanding Achievement in Industry
- 1996 Honorary Commander of the Excellent Order of the British Empire
- 1994 British Construction Industry Awards, Special Award for Channel Tunnel
- 1994 ASCE – John I. Parcel-Leif J. Sverdrup Engineering Management Award
- 1994 Civil Engineering Management Award
- 1993 Michigan State University Dean's Award for Distinguished Contributors to Engineering Science, Design, and Practice
- 1992 Golden Beaver Award for Supervision
- 1992 ACEC Fellow – Distinguished Award of Merit
- 1992 American Underground Space Association Award of Merit
- 1991 Engineering News-Record "Man of the Year"
- 1991 ASCE Construction Management Award
- 1991 University of Idaho Alumni Hall of Fame

EXHIBIT B

RICHARD K. BAUER, P.E

Mr. Bauer has over 35 years of experience in the Heavy Civil Construction Industry in positions including Project Director, Project Manager, Site Manager, Resident Engineer, Construction Supervisor, Engineer, Cost/Scheduling Engineer, Estimator, and Surveyor. Mr. Bauer has worked on projects in both the United States and abroad, including heavy civil, building, process, and marine projects. His duties have been in management, estimating, project controls, design, and performing the work. International experience includes managing RF Broadcast Projects on site in Europe, South Asia and Africa as well as infrastructure projects, which included an international airport, in Saudi Arabia, Palestinian West Bank Territories and the Gaza Strip. Work in the US includes nuclear power plant construction and refueling, thermal power plant construction and servicing, a marine project, a copper refinery and currently he is the Project Director for a large historic restoration and expansion job.

WORK EXPERIENCE

Program Director

Mr. Bauer is currently the Program Director for the Idaho State Capitol Restoration and Additions Program. He is directing the construction management services provided by the Lemley-3D/I joint venture to the State of Idaho for this \$130 million design and construction program, which includes Historic Preservation of the 100 year old Idaho State Capitol, Construction of 2 new underground structures connected to the Capitol and Remodeling of 4 other buildings on the Capitol Mall.

Consultant

Mr. Bauer has provided consulting services on various projects including the London Underground, Boston "Big Dig," Dallas-Fort Worth Airport people mover and the Connecticut-Yankee Nuclear Power Plant decommissioning. The Services included program review, litigation support, schedule review, and estimating.

Project Manager

Mr. Bauer was the Project Manager, Site Manager, or Resident Engineer on a series of projects installing Broadcast antennas, Support structures up to 400' in height, RF transmission, & RF Switching systems at various locations in the US and overseas. The projects ranged from a month to a year in duration and up to \$20 million in value.

Management Consultant

As part of a Management Consultant team, Mr. Bauer was hired by the Palestinian Infrastructure Authority to assist in establishing project management systems and providing supervision to over 100 emergency construction projects financed through the World Bank in the Palestinian West Bank Territories and the Gaza Strip. The projects included water distribution, sewage collection, road improvements, and school construction.

Supervisor

Mr. Bauer supervised all of the contractors on the night shift for the \$200 million Copper Refinery Modernization Project.

Project Manager

Mr. Bauer was responsible for the construction of a \$7 million project for pre-casting polymer concrete electrolyte cells at the vendor's facility.

Project Administration

Mr. Bauer was responsible for the on-site project administration, subcontract administration, and field procurement functions on a \$7.5 million marine structure job for the US Navy.

Project Coordinator

Mr. Bauer was responsible for coordination of engineering manufacturing and field operations on a \$50 million Voice of America Broadcast Antenna Project. He coordinated the formulation and negotiation of the major subcontractors. Also, he supervised the steel erection on the job sites in Morocco and Thailand.

Project Manager

Mr. Bauer was directly responsible for the execution of public utility contracts. The responsibilities, which averaged \$6-8 million, included; concrete construction, concrete remedial work, cathodic protection, underground power and telecom, and a 2-meter diameter pipeline.

Supervisor

Mr. Bauer supervised the cost/schedule group assigned to the public facilities area on an international airport project in Saudi Arabia.

EDUCATION

- B.S. Civil Engineering - San Jose State University
- Project Management Development Conference Training
- Practical Architect/Engineer Law
- Level I, II, and III concrete Inspection
- ARTIMES A, B, and C Management Systems Software

PROFESSIONAL REGISTRATIONS

- Licensed Construction Manager - Idaho
- Professional Engineer - Idaho
- Licensed Land Surveyor - Idaho
- ASME Qualified - Section III Division 2 inspection Engineer

ORIGINAL

NO. _____
A.M. 10:30 FILED P.M. _____

MAY 06 2010

J. DAVID NAVARRO, Clerk
By KATHY J. BIEHL
DEPUTY

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Attorneys for Defendant, Petra Incorporated

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF
THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

★ ★ ★ ★ ★

THE CITY OF MERIDIAN, an Idaho Municipal
Corporation,

Plaintiff,

vs.

PETRA INCORPORATED, an Idaho
corporation,

Defendant.

Case No. CV OC 0907257

**PETRA'S MEMORANDUM OF LAW
IN SUPPORT OF MOTION FOR
SUMMARY JUDGMENT**

Petra Incorporated ("Petra" or the "Construction Manager") submits this Memorandum of Law in support of Petra's Motion for Summary Judgment against the City of Meridian ("Meridian," the "City," or the "Owner").

KP

1. Introduction.¹

The following are incorporated into this Memorandum: (a) Petra's Motion to Dismiss Plaintiff's Complaint under I.R.C.P. 12(b)(6) and the supporting Memorandum;² (b) Petra's Substitute Memorandum in Opposition to Motion for Leave to File First Amended Complaint and Add Claim for Punitive Damages Pursuant to Idaho Code § 6-1604 filed by the City and the supporting affidavits and exhibits; and (3) Statement of Undisputed Facts filed and served herewith.

2. Summary Judgment Standards.

Summary judgment shall be rendered forthwith if the pleadings, depositions, and admissions on file, together with the affidavits, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law. I. R.C.P. 56(c); *Aardema v. U.S. Dairy Systems Inc.*, 147 Idaho 785, 215 P.3d 505 (2009). Summary judgment is mandated when the non-moving party fails to make a sufficient showing to establish the existence of a material fact in dispute or an element essential to that party's case. *Jones v. ICI-O* 147 Idaho 224, 207 P.3d 200 (2009); *Cramer v. Slater*, 146 Idaho 868, 204 P.3d 508 (2009). *See also, Celotex Corp. v. Catrett*, 477 U.S. 317, 322, 106 S. Ct. 2548, 91 L. Ed. 2d 265 (1986). In addition, an alleged disputed fact must be **material** in order to defeat summary

¹ The definitions contained in the Statement of Undisputed Facts are incorporated herein.

² Petra's motion to dismiss was made because the Complaint fails to state a claim for which relief can be granted. It contains only naked allegations and legal conclusions which are devoid of the required factual basis and it does not contain any plausible basis for relief. The insignificant factual allegations of the Complaint and proposed First Amended Complaint are not enough to raise Meridian's claim for relief above the speculative level. For the reasons stated in the Memorandum filed and served with the motion to dismiss, which is incorporated herein, this Court should dismiss Meridian's Complaint pursuant to Rules 8(a)(1)(2) and 12(b)(6) and the United States Supreme Court's holdings in *Bell Atlantic Corp. v. Twombly*, 550 U. S. 544, 127 S. Ct. 1955 (2007) and *Ashcroft v. Iqbal*, ___ U.S. ___, 127 S. Ct. 1937 (2009).

judgment; not just any disputed fact will suffice. *Jones v. ICI-O* 147 Idaho 224, 207 P.3d 200 (2009) (Emphasis Added.)

Finally, this standard requires the court to liberally construe the facts in the existing record in favor of the nonmoving party, and to draw all reasonable inferences from the record in favor of the nonmoving party. *G & M Farms v. Funk Irrigation Company*, 119 Idaho 514, 517, 808 P.2d 851, 854 (1991) (citation omitted). Provided, when an action, like this one, will be tried before the court without a jury, the trial court as the trier of fact is entitled to arrive at the most probable inferences based upon the undisputed evidence properly before it and grant the summary judgment despite the possibility of conflicting inferences. *Intermountain Forest Management v. Louisiana Pacific Corp.*, 136 Idaho 233, 31 P.3d 921 (2001) (citing *Brown v. Perkins*, 129 Idaho 189, 191, 923 P.2d 434, 436 (1996); *Loomis v. Hailey*, 119 Idaho 434, 437, 807 P.2d 1272, 1275 (1991)). The test for reviewing the inferences drawn by the trial court is whether the record reasonably supports the inferences. *Id.* (citing *Walker v. Hollinger*, 132 Idaho 172, 176, 968 P.2d 661, 665 (1998); *Riverside Development Co. v. Ritchie*, 103 Idaho 515, 518-19, 650 P.2d 657, 660-61 (1982) ; see also *P.O. Ventures, Inc. v. Loucks Family Irrevocable Trust*, 144 Idaho 233, 159 P.3d 870 (2007)).

3. Petra performed its work in accordance with the applicable standard of care.

Petra performed its work in accordance with the applicable standard of care as evidenced by the affidavit testimony of Jack K. Lemley, Jerald S. Frank, Eugene R. Bennett and Thomas R. Coughlin.³ The Construction Management Agreement provides:

³ Lemley April 30, 2010 Affidavit at ¶ 15; Frank May 4, 2010 affidavit at ¶ 8; Bennett May 5, 2010 Affidavit at ¶ 10; and Coughlin May 5, 2010 Affidavit at ¶ 7.

Construction Manager further covenants that Construction Manager will perform its services under this Agreement, in the exercise of ordinary and reasonable care and with the same degree of professional skill, diligence and judgment as is customary among construction managers of similar reputation performing work for projects of a size, scope and complexity similar to the Project.⁴

Notably, Mr. Lemley has more than 50 years of experience in construction, construction management and engineering. Mr. Lemley's credentials are above question. In addition, Mr. Lemley was assisted by Richard K. Bauer, P.E., an employee of Lemley International, with the interviews they conducted and in the review and analysis of the documents described in Mr. Lemley's affidavit. One of Mr. Bauer's most recent assignments was as Program Director for the Idaho State Capitol Restoration and Additions Program. Consequently, Messrs. Lemley and Bauer are well qualified to render opinions regarding Petra's performance under the Construction Management Agreement. In this regard, Mr. Lemley testified that:

. . . it is my opinion within a reasonable degree of professional certainty that Petra exercised ordinary and reasonable care with the same degree of professional skill, diligence and judgment as is customary in this community among construction managers performing work for projects of a size, scope and complexity similar to the Project.⁵

Thus, Petra fully discharged its duties and responsibilities under the Construction Management Agreement.

4. Petra fulfilled its duties under the Construction Management Agreement according to the professionals hired by Meridian and its own building inspectors.

4.1 Introduction.

Petra fulfilled its duties and responsibilities under the Construction Management Agreement according to the professionals hired by the City, including: Lombard-Conrad

⁴ Construction Management Agreement at § 1.1.

⁵ Lemley April 30, 2010 Affidavit at ¶ 15.

("Architects" or "LCA"), independent inspection and testing companies, such as Materials Inspection and Testing, the City's commissioning agent, Heery International, and Meridian's own employees and building inspectors. Petra was hired as the construction manager for the Project until: "...[a]ll services hereunder have been fully completed."⁶ It is undisputed that Petra's services were completed no later than August 4, 2009 when Meridian's representatives certified that the final items on the punch lists had been satisfactorily completed.⁷

Once Petra's work on the Project was accepted and the Occupancy Permits were issued, Petra's duties under the Construction Management Agreement were concluded.⁸ These certifications bar Meridian's belated and contradictory claims that Petra failed to do its job properly. *E.G. Schafer Construction Co. v. Gallagher Transfer and Storage Co.*, 495 So. 2d 348 (La. Ct. App. 1986)(Owner who had signed certificates that construction was complete supported finding that construction company had completed work on the warehouse and that contractor's work was not defective). *See also, Black v. Peter Kiewitt Sons Co.*, 94 Idaho 755, 497 P.2d 1056 (1972)(Where work of contractor is completed and accepted by owner, responsibility for property and any defects shifts to the owner and contractor properly dismissed as party defendant upon summary judgment). *See also, Jones v. P.S. Development Co.*, 166 Cal. App. 4th 707, 82 Cal. Rptr. 3d 882 (Cal. Ct. App. 2008)(By acceptance and subsequent use, the owner assumes to the world the sufficiency and safety of the project and contractor properly dismissed upon

⁶ Affidavit of Eugene R. Bennett dated April 7, 2010 ("Bennett April 7, 2010 Affidavit") and Construction Management Agreement attached thereto as Exhibit A. Construction Management Agreement at § 5.1. The Construction Management Agreement also states that the Construction Manager shall perform duties until final payment to all Contractors. Construction Management Agreement at § 4.7. Meridian has not finally paid the contractors, but cannot use its own breach of the Construction Management Agreement to argue that Petra's duties as Construction Manager continue.

⁷ Bennett April 7, 2010 Affidavit at ¶ 86. Affidavit of Eugene R. Bennett dated May 5, 2010 ("Bennett May 5, 2010 Affidavit") at ¶ 15.

⁸ Bennett April 7, 2010 Affidavit at ¶ 108.

summary judgment); *Evans v. Buffington Harbor River Boats*, 799 N.E. 2d 1103 (Ind. Ct. App. 2004)(Construction manager properly dismissed upon summary judgment where work had been accepted as complete by owner); *Sanchez v. Swinerton & Walberg Co.*, 47 Cal. App. 4th 1461, 55 Cal. Rptr. 2d 415 (Cal. App. 2nd Dist. 1996)(Contractor dismissed as party upon summary judgment where project had been completed and accepted by owner; where alleged defect was patent and thus liability passed to owner).

Petra expects the City to argue that it did not complete its work because certain warranty matters remained unresolved under the Quality Management Plan.⁹ However, these provisions were amended by the City and Petra on or about February 24, 2009 at which time the City took over the duties and responsibilities of administering the warranties as described in the Commissioning & Occupancy Phase as section IV(c) and (d).¹⁰ The parties agreed in October of 2008 that Petra would temporarily handle warranty administration and coordination until the City hired its building and facilities manager. Petra agreed to serve in this role at the City's request because Petra's superintendent would be on site managing the East Parking Lot and because of the numerous additions and changes requested by the City throughout the October 2008 through February 2009 period. The City's building and facilities manager, Eric Jensen, took over the warranty administration on or about February 24, 2009.¹¹

⁹ See letter from Kim J. Trout dated October 23, 2009 attached as Exhibit B to Affidavit of Thomas G. Walker dated April 7, 2010 ("Walker April 7, 2010 Affidavit").

¹⁰ Construction Management Plan, Quality Management Plan, at section IV(c) and (d) (Bates Nos. CM002684 through CM002711).

¹¹ Bennett April 7, 2010 Affidavit at ¶¶ 125-127.

4.2 The five defects alleged by Meridian are the responsibility of the respective manufacturers, vendors, contractors, or subcontractors, not Petra as the Construction Manager.

Count Three of the Complaint vaguely avers that Petra breached the Construction Management Agreement by "...[f]ailing to provide the services required pursuant to the Agreement to the City."¹² When pressed by Petra's Rule 12(b)(6) motion to specify what services Petra failed to perform, Meridian filed an Affidavit by Keith Watts dated September 28, 2009 alleging five defects as follows: (1) water leakage from the Plaza water features; (2) roof leakage and repair replacement issues; (3) concrete cracking; (4) HVAC equipment noise; and (5) exterior masonry work.¹³ Count Three of the Complaint does not state a claim against Petra because the portions of the Project identified with regard to the five defects were accepted by the independent professionals hired by Meridian, by the City's agents and employees who signed off on the punch lists, and by the City's building inspectors.¹⁴

Furthermore, correction of the five defects is not Petra's responsibility under the Construction Management Agreement.¹⁵ From and after February 24, 2009, the date the City assumed responsibility for administering the warranties it received, Petra was not obligated under the Construction Management Agreement to administer warranty claims.¹⁶ None of the five defects relate to Petra's failure to perform its quality control duties under the Construction

¹² Complaint at Count Three, ¶ 21.

¹³ Watts' Affidavit in Support of Plaintiff's Memorandum In Opposition To Defendants' Motion To Dismiss filed September 28, 2009 at 2.

¹⁴ All five defects, if they actually exist as the City claims, were apparent and obvious and consequently not latent. Bennett April 7, 2010 Affidavit at ¶¶ 125-127; Bennett May 5, 2010 Affidavit at ¶¶ 14 and 15.

¹⁵ Bennett April 7, 2010 Affidavit at ¶¶ 125-127; Bennett May 5, 2010 Affidavit at ¶¶ 14.

¹⁶ *Id.*

Management Agreement because they all arose after acceptance, which makes them warranty claims.¹⁷

Section 2.8 of the Construction Management Agreement expressly states that Petra “...[i]s an independent contractor and not an employee or agent of the Owner.” Under Idaho law, Petra could not pursue Meridian’s warranty claims because Petra was not in privity with the manufacturers, vendors, contractors, and subcontractors who issued the warranties to Meridian. *See, Melichar v. State Farm Fire and Casualty Co.*, 143 Idaho 716, 722, 152 P.3d 587, 593 (2007) (Privity of contract is required for breach of warranty action); *Abercrombie v. Union Portland Cement Co.*, 35 Idaho 231, 205 P. 1118 (1922) (Must be privity of contract between buyer and seller of warranty).

5. Meridian was fully informed about the final Project cost and Petra’s increased work load resulting from the City’s many changes.

Counts One and Two of Meridian’s Complaint assert that Petra did not obtain Meridian’s approval for the extra work caused by the City’s substantial changes to the Project.¹⁸ Specifically, in response to Petra’s Motion To Dismiss, Meridian stated that Petra failed to perform this “condition precedent” and references Section 7 of the Construction Management Agreement which states: “...[P]rior to providing any additional services, Construction Manager shall notify Owner of the proposed change in services and receive Owner’s approval for the change.”¹⁹ The legal viability of Counts One and Two is completely dependent on Meridian’s alleged lack of knowledge and/or failure to approve Petra’s extra work.

¹⁷ Bennett April 7, 2010 Affidavit at ¶¶ 124-127; Bennett May 5, 2010 Affidavit at ¶¶ 14 and 15.

¹⁸ Complaint at Count One, ¶¶ 6 and 7; Count Two, ¶¶ 10 and 11.

¹⁹ Plaintiff’s Memorandum In Opposition To Defendant’s Motion To Dismiss at p. 3.

5.1 It is undisputed that Meridian entered into contracts for labor and materials for Project.

Meridian, as the owner of the Project, entered into numerous contracts for labor and materials with various manufacturers, vendors, and contractors for the goods and services required to implement and construct the Project, including the substantial changes ordered and approved by the City.²⁰ Meridian's claims that it didn't approve the changes or the Project Final Cost Estimate of \$21,773,069.94 are refuted by the numerous contracts it willingly entered into with the benefit of advice from its own City Attorneys. The rule in Idaho is well established that a party who signs a contract manifests assent to that contract and may not later complain that he did not understand the contents of the contract. *See, Swanson v. Beco Construction Companies*, 145 Idaho 59, 63, 175 P.3d 748,752 (2007)(Party is deemed to know terms of contract it signs and failure to read does not excuse that party's performance); *Irwin Rogers Insurance Agency v. Murphy*, 122 Idaho 270, 833 P.2d 128 (1992)(Party who signs instrument cannot later claim ignorance of its contents); *Leibelt v. Leibelt* 118 Idaho 845, 801 P.2d 52 (Ct. App. 1990)(Parties deemed to understand contracts they sign).

5.2 Meridian Has Waived Its Right To Complain About Petra's Services.

As evidenced by (a) the weekly, bi-weekly and monthly meetings between Petra and Meridian, (b) the numerous contracts for labor and materials that Meridian signed and approved during the Project period, and (c) the acceptance of the work performed by Petra by the City's building inspectors and other officials, Meridian waived its right to complain about Petra's services as a Construction Manager.

²⁰ Bennett April 7, 2010 Affidavit at ¶¶ 81 and 82; Bennett May 5, 2010 Affidavit at ¶ 111.

In the building context, courts have held that the waiver doctrine is intended to prevent a waiving party from lulling another into a false belief that strict compliance with contractual duty will not be required and then sue for nonperformance. *See, Lake County Grading Company of Libertyville v. Advance Mechanical Contractors*, 275 Ill. App. 3d 454, 463, 654 N.E. 2d 1109, 1119 (Ill. Ct. App. 2nd Dist., 1995)(In building context waiving party should not be allowed to lull another party into non compliance with contractual terms and then sue for nonperformance).

The Idaho Supreme Court has addressed an analogous situation in *Obray v. Mitchell* 98 Idaho 533, 567 P.2d 1284 (1977)(“*Obray*”). In *Obray* a subcontractor sought payment for additional work it had performed at the request of the general contractor. *Id.* In defense, the contractor argued that the subcontractor was not entitled to be paid and pointed to provisions in the contract that the subcontractor had not been complied with. In awarding additional compensation to the subcontractor for the extra work it had performed, the Idaho Supreme Court held that the contractor had waived its right to complain about these contractual provisions because he had waived them during the course of construction and ordered the contractor to pay the subcontractor for the additional work it had performed. *Id.* *See also, Swenson v. Lowe*, 5 Wash App. 186, 486 P.2d 1120 (Wash Ct. App. 1971)(Contractor entitled to compensation for services rendered where owner waived strict requirement of contract terms during course of construction).

Throughout the Project period, Meridian ordered and approved changes, stood by while Petra worked to implement these changes through contractors and vendors with whom Meridian had contracted, and never once directed Petra to stop providing the extra services. Later, Meridian’s own building officials signed off on the punch lists and certified that the Project was

complete and accepted. Accordingly, as a matter of law this Court should find that Meridian has waived its right to claim that Petra's services were somehow deficient.

6. Meridian's claims are barred by the time is of the essence provision in the Construction Management Agreement.

Section 3.2.3 of the Construction Management Agreement states: "...[O]wner shall timely review documents provided by or through Construction Manager and timely render its direction, consent or approval on matters identified by Construction Manager for Owner's direction, decision, consent or approval."²¹ In addition, there is a "time is of the essence" provision in the Construction Management Agreement which states: "...[A]ll times provided for in the agreement, or in any other document executed hereunder, for the performance of any act will be strictly construed, time being of the essence."²²

Throughout all phases of the Project, Petra met with Meridian's officials on a weekly, bi-weekly and monthly basis regarding the status of the Project. Meridian had a contractual obligation to "...[t]imely render its direction, consent or approval on matters identified by Construction Manager for Owner's direction, decision, consent or approval."²³ Meridian's delay in claiming that Petra was negligent until after it accepted the Project as complete and occupied it bars the City, as a matter of law, under section 3.2.3 and the time is of the essence provision of the Construction Management Agreement from now challenging Petra's work.²⁴ *See, Ranta Construction v. Anderson*, 190 P.3d 835, 841 (Colo. Ct. App. 2008)(Construction contracts which contain "time is of the essence" provision considered vital part of contract and will be

²¹ Construction Management Agreement at § 3.2.3.

²² Construction Management Agreement at § 10.13.

²³ Construction Management Agreement at § 3.2.3.

²⁴ Construction Management Agreement at § 10.13.

enforced); *Stroud Hopler v. Farm Harvesting Co.*, 2005 WL 3693342 9N.J.Super A.D. 2006)(In construction contracts, “time is of the essence” provision deemed vital and will be enforced); *Scroggins v. Gaddis*, 990 P.2d 302 (Ok. Civ. App. 1999)(In construction contract where “time is of the essence” there must be compliance with its terms).

If Meridian had any problem with the manner in which Petra was performing its duties in implementing the changes the City ordered, it was required by the Construction Management Agreement to specifically identify the problem long before February 24, 2009 when it first notified Petra it would not pay for Petra’s extra services and reimbursable expenses.

Under Idaho law, the time is of the essence provision is strictly construed and bars claims the City should have raised during the Project period. *Id.* See also, *Buster v. Fletcher*, 22 Idaho 172, 125 P. 226 (1912)(In building contracts time is of the essence is regarded as an essential element of the parties’ agreement).

7. Meridian is estopped from belatedly complaining about Petra’s services.

Meridian is estopped from belatedly complaining about Petra’s services. Under the Construction Management Agreement, Meridian was contractually obligated to promptly notify Petra if it had any problem with its services as construction manager.²⁵ See also, *Weed v. Idaho Copper Co.*, 51 Idaho 737, 746, 10 P.2d 613, 621 (1932) (If employer had problem with Weed’s services, proper course was to proceed through internal management; not to wait until after Weed’s services had been accepted by the corporation and then seek to avoid payment). After the production of thousands of documents consisting of tens of thousands of pages of documents, Meridian has not produced a single written communication wherein it complained to Petra about

²⁵ Construction Management Agreement at § 3.2.3.

its services that was not addressed to the City's satisfaction.²⁶ Likewise, at no time did Meridian instruct Petra to stop performing the extra services that were required to implement the changes Meridian had ordered.²⁷ In fact, the evidence is overwhelmingly to the contrary. The City's position is damned by its own Mayor's statement that "The Council has expressed that they want a full building as designed."²⁸

Under Idaho law the elements of equitable estoppel are: (1) a false representation or concealment of a material fact with actual knowledge of the truth; (2) the party asserting estoppel did not know or discover the truth; (3) that the false statement or concealment was made with the intention that it would be relied upon; (4) that the person to whom the representation was made to or from whom the facts were concealed, relied upon and acted upon the representation or concealment to his prejudice. *Terrazas v. Blaine County*, 147 Idaho 193, 201, 207 P.3d 169, 177 (2009); *Williams v. Blakley*, 114 Idaho 323, 325, 757 P.2d 186, 188 (1987).

The numerous written and verbal exchanges between Petra and Meridian over the course of the Project period leads a reasonable person to conclude that Meridian approved the changes to the Project and would pay Petra for its extra work as Construction Manager.²⁹ The express provisions of Section 7 of the Construction Management Agreement, which was drafted by Franklin Lee, an attorney hired by the City, require an "equitable adjustment" in compensation to Petra for services and reimbursable expenses.³⁰ These facts fulfill the first element of equitable estoppel. Prior to its receipt of Meridian's letter dated February 24, 2009, Petra had no reason to

²⁶ Bennett April 7, 2010 Affidavit at ¶¶ 81-86; Bennett May 5, 2010 Affidavit at ¶ 148.

²⁷ Bennett April 7, 2010 Affidavit at ¶¶ 58-62.

²⁸ Bennett April 7, 2010 Affidavit at ¶ 23 and Keith Watts Time Line (Exhibit D).

²⁹ Bennett April 7, 2010 Affidavit at ¶¶ 115-121; Bennett May 5, 2010 Affidavit at ¶¶ 111-114, 134-138 and 145.

³⁰ Construction Management Agreement § 6.2.2 and Article 7.

believe that Meridian would not honor its obligation to pay Petra for the extra work it performed in implementing the changes ordered and approved by the City.³¹ This fact satisfies the second element. Meridian induced Petra into performing the extra work in order to obtain the “full building as designed,” an order and representation repeatedly made by the City to Petra throughout the Project period.³² Were it not for Meridian’s instructions for Petra to proceed with the extra work necessary to implement the changes, Petra would not have performed the services and advanced the additional expenses.³³ This fact satisfies the third element. Petra had a right to rely and it did rely upon Meridian’s approvals for the changes it requested because it reasonably believed that it would be paid for the work required to implement the changes order and approved by the City.³⁴ As a consequence of this reliance, Petra expended money for labor and materials and Meridian’s failure and refusal to pay Petra’s fees and reimburse its costs has prejudiced Petra.³⁵ These facts satisfy the final element of equitable estoppel.

Therefore, Meridian is now equitably estopped from feigning ignorance of the changes when it instructed and allowed Petra to perform the extra services that led to substantial additional construction work being undertaken and completed before the very eyes of its own officials, and who accepted the Project, certified it as complete, took possession, and occupied it.

8. The Doctrine Of Quasi-Estoppel Bars Meridian From Now Complaining About Petra’s Services.

In Idaho, “[t]he doctrine of quasi-estoppel applies when a person asserts a right inconsistent with a position previously taken by him, with knowledge of the facts and his rights,

³¹ Bennett May 5, 2010 Affidavit at ¶¶ 44 and 45.

³² Bennett April 7, 2010 Affidavit at ¶¶ 23-25 and Exhibit U attached thereto.

³³ Bennett April 7, 2010 Affidavit at ¶¶ 22-129; Bennett May 5, 2010 Affidavit at ¶ 12.

³⁴ *Id.*

³⁵ Bennett May 5, 2010 Affidavit at ¶ 12; Quapp May 5, 2010 Affidavit at ¶¶ 5 – 8 and Exhibit 49.

to the detriment of the person seeking to apply the doctrine.” *Birdwood Subdivision v. Bulotti Construction Co.*, 145 Idaho 17, 22, 175 P.3d 179,184 (2007)(Quasi-estoppel prevents a party from asserting a position inconsistent with a previously taken position); *Young v. Idaho Dep’t of Law Enforcement*, 123 Idaho, 870, 875, 853 P.2d 615, 620 (Ct. App. 1993). Unlike equitable estoppel, “quasi-estoppel does not require a false representation.” The “[d]octrine of quasi-estoppel, which has its basis the acceptance of benefits, precludes a party from asserting to another’s disadvantage a right inconsistent with a position previously taken by him or her.” *Eastern Idaho Agric. Credit Ass’n v. Neibaur*, 133 Idaho 402, 987 P.2d 314 (1999) (*emphasis added*). For quasi-estoppel to apply, it must be unconscionable for the party to be estopped from maintaining an inconsistent position. *Id. See also, Estate of Dolores* 141 Idaho 177,183, 108 P.3d 324, 330 (2005)(Quasi-estoppel prevents a party from reaping an unconscionable advantage upon another by changing positions).

The doctrine of quasi-estoppel applies to this case as a matter of law. Under its Complaint, Meridian seeks an unconscionable advantage over Petra by changing its position and now claiming that it did not approve the substantial changes it had requested and by refusing to pay Petra its fee for the extra work and expenses incurred to implement the changes ordered by the City.³⁶

9. The Course of Performance and Dealing Amended and Supplemented the written Construction Management Agreement.

During Petra’s performance under the Construction Management Agreement, Meridian and Petra established procedures and methods that amended and supplemented the Construction

³⁶ Complaint, including ¶¶ 6, 7, 10, and 11; Bennett May 5, 2010 Affidavit at ¶¶ 44 and 45.

Management and also provided missing terms and conditions. Idaho courts will consider the (1) course of performance; (2) course of dealing and/or (3) usage of trade in interpreting an express contract. Idaho courts have also held that (1) course of performance; (2) course of dealing, or (3) usage of trade can also supplement missing terms in an existing contract.

The Idaho rule of *implied terms* was stated by the Idaho Supreme Court more than a half century ago in *Commercial Insurance Co. v. Hartwell Excavating Co.*, 89 Idaho 531, 407 P.2d 312 (1965) when it stated: “It is well settled that a contract includes not only what is stated expressly but also that which of necessity is implied from its language.” *Id.* at 541, 407 P.2d at 317. *See also, Star Phoenix Mining Co v. Hecla*, 130 Idaho 223, 231, 939 P.2d 542, 550 (1997)(Terms which are missing can be implied because they are necessarily involved in the contractual relationship).

In *Archer v. Mountain Fuel Supply Co.*, 102 Idaho 852, 642 P.2d 943 (1982), the Court applied what it called the general rule of contract law that “[t]erms are to be implied in a contract, not because they are reasonable, but because they are necessarily involved in the contractual relationship so that the parties must have intended them and have only failed to express them because of sheer inadvertence or because they are too obvious to need expression.” *Id.* at 857-58, 642 P.2d at 948-49. The court elaborated its formulation of the rule in *Davis v. Professional Business Services*, 109 Idaho 810, 712 P.2d 511 (1985): “In every contract there exists not only the express promises set forth in the contract but all such implied provisions as are necessary to effectuate the intention of the parties, and as arise from the specific circumstances under which the contract was made. In implying terms to a contract that is silent on the particular matter in question, only *reasonable terms* should be implied. Such implied

terms are as much a part of the contract as those which are expressed.”*Id.* at 813-14, 712 P.2d at 514-15 (*emphasis in original*). *See also, Star Phoenix Mining Co v. Hecla*, 130 Idaho 223,231 939 P.2d 542, 550 (1997).

Idaho Courts have also referred to the custom and trade practice of the parties in interpreting an agreement to supply essential terms which are reasonable in the agreement. *R. D. Bischoff v. Quong Watkins Properties*, 113 Idaho 826,829, 748 P.2d 410, 413 (1987) (Court may look to custom and trade practice in interpreting an agreement and to supply essential terms missing from the agreement). *Cf., Panike & Sons v. Smith*, 2009 WL 1959483 (2009) (In Uniform Commercial Code cases, courts look to usage of trade or practice of the parties to supplement missing terms of an agreement); *Commercial Insurance Co. v. Hartwell Excavating Co.*, 89 Idaho 531,539, 407 P.2d 312, 320 (1965)(Alleged custom and usage in construction business is justified where there is an ambiguity or uncertainty upon face of written contract).

10. The Construction Management Agreement precludes any claims by Meridian that Petra failed to provide required services.

Count Three of Meridian’s Complaint claims that Petra did not provide the services required by the Construction Management Agreement.³⁷ Count Three of the Complaint is barred by the express terms of the Construction Management Agreement. As noted in Petra’s Substitute Memorandum in Opposition to Motion for Leave to File First Amended Complaint and Add Claim for Punitive Damages Pursuant to Idaho Code § 6-1604, Meridian’s claims of breach of contract are precluded because Meridian’s damages, if any, do not amount to 1% of the cost of

³⁷ Complaint at Count Three and ¶ 21.

the Project.³⁸ Accordingly, without damages in excess of 1%, Meridian does not have a viable claim against Petra. The threshold amount of damages required to support a claim against Petra would be \$215,134.

11. Under The Construction Management Agreement And Idaho Law Petra Is Entitled To Be Paid For Extra Services.

Petra filed a First Amended Counterclaim (“Counterclaim”) in these proceedings which alleges that Meridian breached the Construction Management Agreement and the covenant of good faith and fair dealing (Counterclaim: Count One); that Meridian breached an implied-in-fact contract (Counterclaim: Count Two); and that Petra is entitled to the benefits of a contract implied-in-law (Counterclaim: Count Three).³⁹

As noted in section 4.1 of Petra’s Substitute Memorandum in Opposition to Motion for Leave to File First Amended Complaint, there were substantial changes in the size, complexity and budget for the Project, which materially increased the work Petra performed as Construction Manager.⁴⁰ The Construction Management Agreement contemplated that there would be changes to the Project and that accordingly, Petra’s compensation would need to be “equitably adjusted” to reflect the extra work such changes required.⁴¹ Under Idaho law, clear and unambiguous contract provisions will be enforced accordingly. *Johnson v. Lambros*, 143 Idaho 468, 473, 147 P.3d 100, 105 (2006)(Clear contract provisions will be enforced according to their terms as a matter of law); *George v. University of Idaho*, 121 Idaho 30,35, 822 P.2d 549, 554

³⁸ Sections 4.7 and 4.8 of Petra’s Substitute Memorandum in Opposition to Motion for Leave to File First Amended Complaint and Add Claim for Punitive Damages Pursuant to Idaho Code § 6-1604. Construction Management Agreement at § 2.1.4.

³⁹ Counterclaim at Counts Two, Three.

⁴⁰ Bennett April 7, 2010 Affidavit at ¶¶ 26-40; Bennett May 5, 2010 Affidavit at ¶¶ 47-53; Coughlin May 5, 2010 Affidavit at ¶¶ 14-17.

⁴¹ Construction Management Agreement at § 7; Bennett May 5, 2010 Affidavit at ¶ 118.

(Ct. App. 1991)(Where terms of contract are clear and unambiguous, their meaning and legal effect are questions of law).

12. In The Alternative, Petra Is Entitled To The Benefits Of An Implied-In-Fact Contract.

If the Court finds that the Construction Management Agreement does not provide expressly for the parties' duties and responsibilities, an implied-in-fact contract requires Meridian to pay Petra for the extra services and reimbursable expenses.⁴² A contract implied in fact exists where there is no express agreement but the parties' conduct evidences an agreement. *Jorgensen v. Coppedge*, 145 Idaho 524, 528, 181 P.3d 450,454, (2008)(A contract implied in fact exists where there is no express agreement but the parties' conduct evidences an agreement); *Barry v. Pacific West Construction* 140 Idaho 827, 834, 834, 103 P.3d 440, 447 (2004). The general rule is that where the conduct of the parties allows the dual inferences that one performed at the other's request and the requesting party promised payment, an implied-in-fact contract exists. *Id. See also, Gray v. Tri-Way Construction Services, Inc.*, 147 Idaho 378, 387, 210 P.3d 63, 72 (2009); *Fox v. Mountain West Elec. Inc.*, 137 Idaho 703, 708, 52 P.3d 848, 853 (2002). It is undisputed that throughout the Project period Meridian ordered and approved changes and instructed Petra to go forward with whatever extra services were required to implement the changes.⁴³

The doctrine of *quantum meruit* is the remedy for an implied-in-fact contract and permits a party to recover for the reasonable value of services rendered and/or materials provided on the basis of an implied promise to pay. *Cheung v. Pena*, 143 Idaho 30, 35, 137 P.3d 417, 422

⁴² Counterclaim Count Two.

⁴³ Bennett April 7, 2010 Affidavit at ¶¶ 58-62; Bennett May 5, 2010 Affidavit at ¶¶ 19 and 53.

(2006); *Baker v. Thunder Spring*, 141 Idaho 185, 108 P.3d 332 (2005)(Doctrine of *quantum meruit* permits recovery on the basis of an implied promise to pay, of the reasonable value of the services rendered and the materials provided). *See also Farrell v. Whiteman*, 146 Idaho 604, 200 P.3d 1153 (2009); and *Tupelo Development v. Gray Corporation*, 972 So. 2d 495 (Miss. 2007)(Even though contract between parties required written change orders, subcontractor was nevertheless entitled to be compensated for services under *quantum meruit* despite his failure to obtain written change orders, given the course of dealing between the parties).

As set forth in the written and verbal communications between Petra and Meridian, this Court can find as a matter of law that there was the dual inference that if Petra performed the extra work and incurred additional expenses at Meridian's request, then Meridian would pay Petra the reasonable value of its services and reimburse it for its costs pursuant to an implied-in-fact contract.

13. In The Alternative, Petra Is Entitled To Be Compensated For Its Extra Work Because The Parties Adopted The Cardinal Change Doctrine.

The Construction Management Agreement adopted the cardinal change doctrine at paragraph 7. The cardinal change doctrine provides a means for Petra to avoid contractual limitations on its fees and reimbursable expenses because the final Project, including the changes ordered and approved by the City, substantially exceeded the scope of the original contract. The reference to cardinal change in Construction Management Agreement created a burden on the City as the owner of the Project and provides a means for Petra to recover additional construction manager's fees and reimbursable costs. The cardinal change doctrine was originally developed in the federal courts as a means for government contractors to avoid contractual limitations on

damages. A summary of the doctrine is set forth in *Atlantic Dry Dock Corp. v. U.S.*, 773 F.Supp. 335 (M.D.Fla. 1991), where the court explained the doctrine as follows:

The cardinal change doctrine is a creature of the body of law which has arisen in the context of disputes over government contracts. [A cardinal change] occurs when the government effects an alteration in the work so drastic that it effectively requires the contractor to perform duties materially different from those originally bargained for.

By definition, then, a cardinal change is so profound that it is not redressable under the contract, and thus renders the government in breach. *Allied Materials & Equip. co. v. United States*, 569 F.2d 562, 563-64, 215 Ct.Cl. 406 (1978). The changes made by the City were cardinal changes placing the City in breach of the Construction Management Agreement.

14. In The Alternative, Petra Is Entitled To The Benefits Of An Implied-In-Law Contract.

Petra has also counterclaimed asserting that it is entitled to the benefits of an implied-in-law contract with Meridian.⁴⁴ Under Idaho law, a contract implied in law is not a contract at all but rather an obligation imposed by the law for the purpose of bringing about justice and equity without reference to the intent of the parties. *Gray v. Tri-Way Construction Services, Inc.*, 147 Idaho 378, 387, 210 P.3d 63, 72 (2009); *Barry v. Pacific West Construction* 140 Idaho 827, 834, 103 P.3d 440, 447 (2004). For example, in *Barry v. Pacific West Construction* 140 Idaho 827, 834, 103 P.3d 440, 447 (2004), the Idaho Supreme Court found that a subcontractor, who did not have an Idaho's public works license and had therefore entered into an illegal contract with a contractor, was nevertheless entitled to recover for his services. *Id.* The Court held in *Barry* that there was an implied-in-law contract between the subcontractor and the contractor to prevent

⁴⁴ Counterclaim Count Three.

unjust enrichment to the contractor arising from the work of the subcontractor. *Id.* The remedy for a contract implied in law is unjust enrichment which is measured by the amount the defendant would be unjustly enriched. *Id.*

15. Petra Is Entitled To The Immediate Payment of \$126,030.04.

Having established that Petra completed its duties as Construction Manager, as certified by the independent professionals hired by Meridian and its own building inspectors, there is no disputed issue of material fact regarding that Meridian owes Petra \$126,047.04 for services and reimbursable expenses under the basic Construction Management Agreement without regard to change orders.⁴⁵ Petra's billings for those services and reimbursable expenses were approved by Keith Watts, Meridian's designated representative under the Construction Management Agreement.⁴⁶ As noted in Petra's Substitute Memorandum in Opposition to Motion for Leave to File First Amended Complaint, Keith Watts had express, implied and apparent authority as Meridian's purchasing agent and designated representative to bind Meridian to the pay applications he approved for payment.⁴⁷

In addition, as previously noted, Lombard-Conrad, the architects hired by the City provided the following certification with respect to pay applications:

In accordance with the Contract Documents, based on on-site observations 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

⁴⁵ Quapp May 5, 2010 Affidavit at ¶ 6 and Exhibit 49.

⁴⁶ Bennett April 7, 2010 Affidavit at ¶ 90; Bennett May 10, 2010 Affidavit at ¶¶ 45 and 112; Coughlin May 5, 2010 Affidavit at ¶¶ 9-11.

⁴⁷ Construction Management Agreement at § 1.2; see also, Bennett May 5, 2010 Affidavit at ¶¶ 11 and 12; Coughlin May 5, 2010 Affidavit at ¶¶ 8 and 9.

Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.⁴⁸

Petra is entitled to the immediate payment of \$126,047.04, which amount is owed and past due under the terms of the basic Construction Management Agreement, plus interest from each due date until paid at the rate of .75% per month as provided in paragraph 6.3.2 of the Construction Management Agreement. Petra is also entitled to payment of the amounts claimed in Change Order No. 2, plus interest as provided in the Construction Management Agreement.⁴⁹

16. Meridian Has Breached The Construction Management Agreement And The Covenant Of Good Faith And Fair Dealing.

Count One of Petra's Counterclaim alleges that Meridian breached the Construction Management Agreement and the covenant of good faith and fair dealing. The obligations of good faith and fair dealing are implied in every contract under Idaho law. *Taylor v. Browning*, 129 Idaho 483, 490, 927 P.2d 873 (1996). Based upon the undisputed evidence submitted by Petra and applicable law, there is no genuine issue as to any material fact that Meridian had an obligation to meet its contractual obligations, to deal with Petra in good faith and to notify Petra if it had a problem with its services as construction manager during the Project period.⁵⁰

17. Petra Is Entitled To An Award Of Costs, Fees And Expenses Pursuant To The Construction Management Agreement And Idaho Law.

The Construction Management Agreement expressly provides for the award of costs, fees and expenses and states:

⁴⁸ Bennett April 7, 2010 Affidavit at ¶ 91 and Pay Application No. 17 (CM001532 through CM001732) attached thereto as Exhibit X.

⁴⁹ Quapp May 5, 2010 Affidavit at ¶¶ 5 through 8, and Exhibit 49.

⁵⁰ Bennett May 5, 2010 Affidavit at ¶ 145.

9.1 Attorneys' Fees.

In the event of any controversy, claim or action being filed or instituted between the parties to this agreement to enforce the terms and conditions of this agreement or arising from the breach of any provision hereof: the prevailing party will be entitled to receive from the other party all costs, damages, and expenses, including reasonable attorneys fees, incurred by the prevailing party, whether or not such controversy or claim is litigated or prosecuted to judgment. The prevailing party will be that party who was awarded judgment as a result of trial or arbitration and determined to be the prevailing party by the judge or arbitrator.⁵¹

Idaho courts enforce contractual provisions for the award of costs, fees and expenses. *See, Zenner v. Holcomb*, 147 Idaho 444, 451, 210 P.3d 552, 559 (2009)(Contract provisions providing for the award of attorneys fees will be enforced); *Opportunity v. Ossewarde*, 136 Idaho 602, 610, 38 P.3d 1258, 1266 (Id 2002)(In vendor purchaser transaction, contract provision for award of attorneys fees to prevailing party enforced); *Ayotte v. Redmon*, 110 Idaho 726, 726-727, 718 P.2d 1164, 1164-1165 (Idaho 1986)(Contractual provisions for the award of attorneys' fees and costs are generally enforced). Meridian has failed to present any credible or substantial justification for its unreasonable delay in paying Petra the money it owes. Petra is also entitled to an award of costs and fees under Idaho Code § 20-120(3).

18. CONCLUSION.

For the reasons set forth above, this Court should find and conclude that Petra is entitled to summary judgment in all respects.

COSHO HUMPHREY, LLP

DATED: May 6, 2009.

By: 

THOMAS G. WALKER

Attorneys for Defendant/Counterclaimant

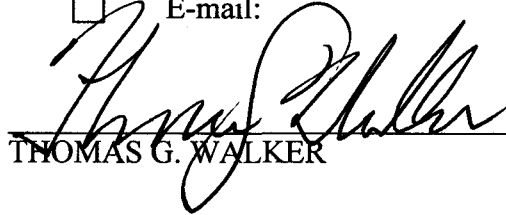
⁵¹ Construction Management Agreement at § 10.6.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 6th day of May 2010, a true and correct copy of the
within and foregoing document was served upon:

Kim J. Trout, Esq.
Trout Jones Gledhill Fuhrman, P.A.
225 North 9th Street, Suite 820
P.O. Box 1097
Boise, Idaho 83701

☐ U.S. Mail
☒ Hand Delivery
☐ Overnight Courier
☐ Facsimile:
☐ E-mail:



THOMAS G. WALKER



NO. 10:32 FILED
A.M. P.M.

MAY 06 2010

J. DAVID NAVARRO, Clerk
By KATHY J. BIEHL
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Attorneys for Defendant/Counterclaimant, Petra Incorporated

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF
THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

★ ★ ★ ★ ★

THE CITY OF MERIDIAN, an Idaho Municipal
Corporation,

Plaintiff,

vs.

PETRA INCORPORATED, an Idaho
corporation,

Defendant.

Case No. CV OC 0907257

NOTICE OF HEARING

PLEASE TAKE NOTICE, That the undersigned, attorneys for Petra Incorporated, ("Petra"), the Defendant in the above-entitled matter, will bring before the Honorable Ronald J. Wilper of the above-entitled Court, for hearing at the Ada County Courthouse, 200 West Front Street, Boise, Idaho 83702, on **Monday, the 7th day of June, 2010**, at the hour of **3:30 p.m.**

or as soon thereafter as counsel can be heard, Defendant, Petra Incorporated's Motion for Summary Judgment Dated May 6, 2010.

DATED: May 6, 2010.

COSHO HUMPHREY, LLP

By: 

THOMAS G. WALKER

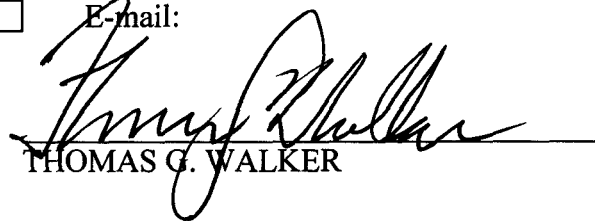
Attorneys for Defendant Petra Incorporated

CERTIFICATE OF SERVICE

I HEREBY CERTIFY That on the 6th day of May, 2010, a true and correct copy of the
within and foregoing document was served upon:

Kim J. Trout, Esq.
Trout Jones Gledhill Fuhrman, P.A.
225 North 9th Street, Suite 820
P.O. Box 1097
Boise, Idaho 83701

- ☐ U.S. Mail
- ☒ Hand Delivery
- ☐ Overnight Courier
- ☐ Facsimile
- ☐ E-mail:


THOMAS G. WALKER

ORIGINAL

NO. _____
A.M. _____ P.M. 352

MAY 07 2010

J. DAVID NAVARRO, Clerk
By P. BOURNE
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Attorneys for Defendant, Petra Incorporated

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF
THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

★ ★ ★ ★ ★

THE CITY OF MERIDIAN, an Idaho Municipal
Corporation,

Plaintiff/Counterdefendant,

vs.

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Defendant/Counterclaimant.

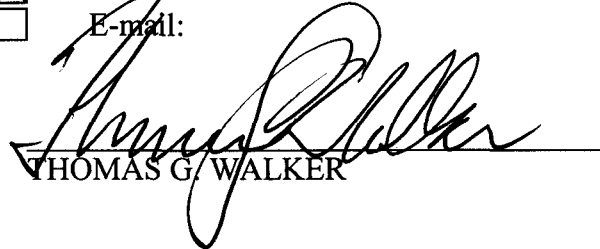
Case No. CV OC 0907257

NOTICE OF SERVICE OF
DISCOVERY REQUESTS

NOTICE IS HEREBY GIVEN that on this 6th day of May, 2010, Defendant Petra Incorporated's Third Set of Interrogatories, Second Requests for Admission and Fourth Requests for Production of Documents dated May 6, 2010, together with a copy of this Notice of Service, were served upon counsel for Plaintiff/Counterdefendant, The City of Meridian as follows:

Kim J. Trout
Trout Jones Gledhill Fuhrman, P.A.
225 North 9th Street, Suite 820
P.O. Box 1097
Boise, Idaho 83701

☐ U.S. Mail
☐ Hand Delivery
☐ Overnight Courier
☒ Facsimile: 331-1529
☐ E-mail:


THOMAS G. WALKER

NO. _____
A.M. _____ P.M. 4:27

MAY 19 2010

J. DAVID NAVARRO, Clerk
By E. HOLMES
DEPUTY

KIM J. TROUT, ISB #2468

TROUT ♦ JONES ♦ GLEDHILL ♦ FUHRMAN ♦ GOURLEY, P.A.

225 North 9th Street, Suite 820

P.O. Box 1097

Boise, ID 83701

Telephone: (208) 331-1170

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Attorneys for Plaintiff

**IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA**

THE CITY OF MERIDIAN, an Idaho
Municipal Corporation,

Plaintiff,

v.

PETRA, INCORPORATED, an Idaho
Corporation,

Defendant.

Case No. CV OC 09-7257

**PLAINTIFF'S RULE 56(f) MOTION FOR
A POSTPONEMENT OF HEARING ON
DEFENDANT'S MOTION FOR
SUMMARY JUDGMENT**

COMES NOW Plaintiff/Counterdefendant the City of Meridian, by and through its counsel of record, Kim J. Trout of Trout Jones Gledhill Fuhrman Gourley, P.A., and hereby submits this Rule 56(f) Motion for a Postponement of Hearing on Defendant's Motion for Summary Judgment. This Motion is supported by the pleadings and papers on file, the Memorandum in Support of Plaintiff's Rule 56(f) Motion for Postponement of Hearing on Defendant's Motion for Summary Judgment, and the Affidavit of Kim J. Trout filed concurrently herewith.


Oral argument is requested.

am

DATED this 19th day of May, 2010.

TROUT ♦ JONES ♦ GLEDHILL ♦ FUHRMAN ♦
GOURLEY, P.A.

By: _____

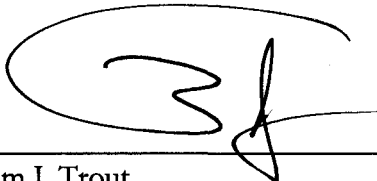

Kim J. Trout
Burt R. Willie
Attorneys for Plaintiff

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 19th day of May, 2010, a true and correct copy of the above and foregoing document was forwarded addressed as follows in the manner stated below:

Thomas G. Walker
MacKenzie Whatcott
COSH O HUMPHREY, LLP
800 Park Blvd., Suite 790
P.O. Box 9518
Boise, Idaho 83707-9518
Direct Facsimile: (208) 639-5609

Hand Delivered ☐
U.S. Mail ☐
Fax ☒
Email ☐



Kim J. Trout
Burt R. Willie

NO. _____
A.M. _____

MAY 19 2010

J. DAVID NAVARRO, Clerk
By E. HOLMES
DEPUTY

KIM J. TROUT, ISB #2468

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Attorneys for Plaintiff

**IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA**

THE CITY OF MERIDIAN, an Idaho
Municipal Corporation,

Plaintiff,

v.

PETRA, INCORPORATED, an Idaho
Corporation,

Defendant.

Case No. CV OC 09-7257

**AFFIDAVIT OF KIM J. TROUT IN
SUPPORT OF PLAINTIFF'S RULE 56(f)
MOTION FOR A POSTPONEMENT OF
HEARING ON DEFENDANT'S
MOTION FOR SUMMARY JUDGMENT**

STATE of Idaho)
)ss
County of Ada)

KIM J. TROUT, being duly sworn upon oath, deposes and says:

1. I am at least eighteen (18) years of age and am competent to testify regarding the matters set forth herein.

2. I am a member of the law firm of TROUT ♦ JONES ♦ GLEDHILL ♦ FUHRMAN ♦ GOURLEY, P.A., representing the Plaintiff City of Meridian ("City") in this matter, and I make the following statements based upon my own personal knowledge.

3. On July 22, 2009, Plaintiff initiated formal discovery by serving upon Petra Incorporated ("Defendant" or "Petra") its First Set of Interrogatories, Requests for Production of Documents and Requests for Admissions.

4. Interrogatory No. 16 requires Petra to:

Identify each and every person Petra expects to call as an expert witness at any hearing or at trial, stating in detail as to each such person: (a) full name, home address, business address and telephone number; (b) educational background; (c) experience in the matter to which he is expected to testify; (d) subject matter on which he is expected to testify; (e) substance of the facts and opinions to which he is expected to testify and a summary of the grounds for each opinion; and (f) manner in which such expert became familiar with the facts of this case.

5. Petra responded to the Plaintiff's First Set of Interrogatories, Request for Production of Documents and Requests for Admissions on August 21, 2009, however it did not identify any experts and merely stated that it would supplement its response as required by the Idaho Rules of Civil Procedure and the Scheduling Order. Attached hereto as **Exhibit "A"** are the applicable portions of Petra's response to Plaintiff's First Set of Interrogatories, Requests for Production of Documents and Requests for Admissions.

6. Petra has supplemented its discovery responses on several occasions but has failed to disclose any expert witness prior to the filing of its Motion for Summary Judgment.

7. On March 31, 2010, the City filed its Motion for Leave to File First Amended Complaint and add Claim for Punitive Damages pursuant to Idaho Code § 6-1604 (hereafter "City's Motion to Amend").

8. Petra filed its Memorandum in Opposition to the City's Motion to Amend, the Affidavits of Thomas G. Walker, Jerald S. Frank and Eugene R. Bennett Dated April 7, 2010 in Support of Petra's Opposition to the City's Motion to Amend, on April 8, 2010.

9. Mr. Bennett's affidavit consisted of 129 paragraphs and over 1,000 pages of exhibits.

10. I conducted the deposition of Mr. Bennett on March 19, 2010 and April 20-21, 2010. The deposition was **not concluded, but continued** on April 21, 2010 by stating "we'll continue this at a time convenient to counsel and the witness." Attached hereto as **Exhibit "B"** and fully incorporated herein by this reference is a true and correct copy of pages from the deposition transcript of Mr. Bennett on April 20-21, 2010.

11. I am still in the process of my review of the over 1,000 pages of Exhibits attached to the Affidavit of Mr. Bennett. Moreover, while I have deposed Mr. Bennett for three days, I have had little opportunity to depose him with respect to his affidavit and the exhibits referenced therein.

12. In addition, I have yet to depose Mr. Bennett in regard to his Affidavit filed on May 6, 2010. Mr. Bennett's deposition on both affidavits must be completed to provide a full defense to Petra's Motion for Summary Judgment.

13. Finishing the deposition of Mr. Bennett, the City expects to discover additional facts which are directly contradictory to the document filed with this Court titled "Petra's Statement of Undisputed Material Facts In Support of Motion for Summary Judgment." These contradictory facts from Petra's own witnesses and employees, will form much of the underlying basis for disputing the facts as claimed by Petra, and will further evidence why Petra is attempting to deceive the Court as to the real facts of the case.

14. Petra relies on Mr. Bennett for the "undisputed fact" that: "Based on the conceptual design documents received in December 2008 Petra informed the City that the Initial Budget of the Project would be \$15,474,160." Petra's Statement of Undisputed Material Facts in Support of Motion for Summary Judgment, Pg. 5. A review of Volume II of the Deposition of Eugene Bennett 334:20-347:3, clearly demonstrates Petra's attempt to mislead the Court with its use of false terms such as "budget." It also demonstrates that Petra is clearly aware that the City did not adopt the

January 15, 2007 Cost Estimate as a budget. Finally, this deposition testimony demonstrates that Mr. Bennett can not answer *how* the cost estimate was delivered to the City.

15. This is but one example of Petra's attempt to mislead the Court with it's use of 'false terms' like "budget" and "change", which the City believes will be made clear and which will be necessary for the Court to rule fairly on the Petra motion for summary judgment.

16. The following exchange occurred between myself and Mr. Bennett during his April 20-21, 2010 deposition:

Q. (BY MR. TROUT) Okay. As of July 31st, how much did Petra think it was going to cost to build this project?

A. We had no idea.

Q. Okay. Why didn't you have any idea?

A. There wasn't anything to look at to get an idea from.

Q. So there were no plans; correct?

A. No plans.

Q. No drawings?

A. No drawings.

Q. No specifications?

A. No.

Q. No baseline of any kind from which you could call a conclusion as to what the possible cost of this project could be; correct?

A. There were no plans in place to put together a detailed estimate; that's correct.

Q. Did you prepare any kind of estimate as of July 31st, 2006?

A. I don't recall preparing an estimate.

Q. Okay. You didn't have anything to prepare an estimate from on July 31st, 2006, did you, sir?

A. No, sir. We did not.

Bennett Deposition 326:24 – 327:22

17. Attached hereto as **Exhibit "C"** and fully incorporated herein by this reference is an email I received on April 20, 2010 from Thomas G. Walker that stated, in pertinent part: "Further, I also expect to call an expert witness to testify regarding Petra's performance and the applicable standard of care. I doubt that Petra's expert will be prepared to testify by April 29th."

18. From April 20, 2010 through to May 6, 2010, Petra did not disclose they had retained Jack K. Lemley and Richard K. Bauer as construction management experts, nor that they had formed an opinion with respect to the instant litigation.

19. I expect that the deposition of Mr. Lemley and Mr. Bauer is vital to rebut Petra's claims about their alleged performance. Specifically, I anticipate that we will discover that Mr. Lemley was presented with only a selected amount of facts and documents, and has not reviewed all the facts necessary to make an opinion. It is also important to cross-examine Mr. Lemley with respect to what actions, if any, were taken by the City of Meridian with respect to the Project and the failures to act by Petra which impact the issue of the standard of care and whether or not Petra met that standard, and what facts were disclosed to Mr. Lemley which might impact his opinion of Petra's standard of care.

20. I began deposing Mr. Coughlin on February 26, 2010 and have not yet completed this deposition. At the conclusion of Mr. Coughlin's February 26, 2010 deposition, I stated "[w]e'll finish your deposition either as part of our -- following the close of 30(b)(6) on Thursday of next week, or if we don't have enough time, we'll do it at a time convenient to Counsel and yourself sir." Attached hereto as **Exhibit "D"** and fully incorporated herein, is a true and correct copy of the cover page of Mr. Coughlin's deposition and page 192. Due to scheduling issues and my work in another case of which the Court is aware ¹the deposition of Mr. Coughlin has yet to be completed.

21. I took the deposition of Jerry Frank on March 3, 2010.

22. The Construction Management Agreement required that Petra provide a Preliminary Price Estimate for the City review and approval or rejection, prior to the Bidding Phase of the Project. I have reviewed the documents provided by Petra in response to both discovery requests

¹ City of McCall vs. Payette Lakes Water and Sewer District (Valley County Case No. CV 2005-352-C.

for production of documents and the Rule (30(b)(6) deposition notices to Petra. Petra has failed to produce any Preliminary Price Estimate.


23. Petra was also required to provide the City a "Final Price Estimate", prior to the Bidding Phase of the Project. I have reviewed the documents provided by Petra in response to both discovery requests for production of documents and the Rule (30(b)(6) deposition notices to Petra. Petra has failed to produce any Final Price Estimate. Both failures constitute material breaches of the Construction Management Agreement.

24. Therefore the City respectfully requests the additional time necessary to complete the Depositions of Bennett, Coughlin and to take the deposition of Lemley.

FURTHER YOUR AFFIANT SAYETH NAUGHT.

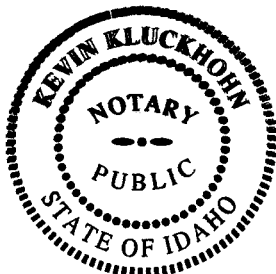
TROUT ♦ JONES ♦ GLEDHILL ♦ FUHRMAN ♦
GOURLEY, P.A.

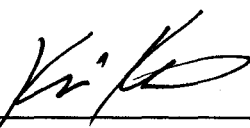
By:



Kim J. Trout

Subscribed and sworn to before me this 19th day of May, 2010.





Notary Public, State of Idaho
Residing at: Meridian, ID
My commission expires: November 3, 2014

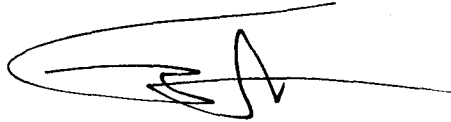
CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 19th day of May, 2010, a true and correct copy of the above and foregoing document was forwarded addressed as follows in the manner stated below:

Thomas G. Walker
MacKenzie Whatcott
COSHO HUMPHREY, LLP
800 Park Blvd., Suite 790
P.O. Box 9518
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Direct Facsimile: (208) 639-5609

Hand Delivered
U.S. Mail
Fax
Email

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Kim J. Trout
Burt R. Willie

AUG 24 2009

ORIGINAL

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MacKenzie Whatcott (ISB 5509)
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Attorneys for Defendant, Petra Incorporated

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF

THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

★ ★ ★ ★ ★

THE CITY OF MERIDIAN, an Idaho
Municipal Corporation,

Plaintiff,

vs.

PETRA INCORPORATED, an Idaho
corporation,

Defendant.

Case No. CV OC 0907257

**PETRA INCORPORATED RESPONSE
DATED AUGUST 21, 2009 TO THE CITY
OF MERIDIAN'S FIRST SET OF
INTERROGATORIES, REQUESTS FOR
PRODUCTION OF DOCUMENTS AND
REQUEST FOR ADMISSIONS TO
DEFENDANT PETRA INCORPORATED**

Petra Incorporated ("Petra"), by and through its undersigned counsel, pursuant to Rules 33, 34 and 36 of the Idaho Rules of Civil Procedure, responds to Plaintiff's City of Meridian's (Meridian) First Set of Interrogatories, Requests for Production of Documents and Requests for Admissions, served on or about July 22, 2009 as follows:

PETRA INCORPORATED RESPONSE DATED AUGUST 21, 2009 TO THE CITY OF
MERIDIAN'S FIRST SET OF INTERROGATORIES, REQUESTS FOR PRODUCTION
OF DOCUMENTS AND REQUEST FOR ADMISSIONS TO DEFENDANT PETRA INCORPORATED

Page 1



witness any person identified by Petra or Meridian during the course of discovery. Disclosure of witnesses will be made as required by the Idaho Rules of Civil Procedure and the Court's Scheduling Order.

INTERROGATORY NO. 16: Identify each and every person Petra expects to call as an expert witness at any hearing or at trial, stating in detail as to each such person: (a) full name, home address, business address and telephone number; (b) educational background; (c) experience in the matter to which he is expected to testify; (d) subject matter on which he is expected to testify; (e) substance of the facts and opinions to which he is expected to testify and a summary of the grounds for each opinion; and (f) manner in which such expert became familiar with the facts of this case.

RESPONSE: As of the date of this response, Petra has not determined who may be called as an expert witness, if any, or who may be retained or called to testify at a hearing or trial of this matter. Disclosure of expert witnesses will be made as required by the Idaho Rules of Civil Procedure and the Court's Scheduling Order.

INTERROGATORY NO. 17: Identify each and every exhibit Petra intends to introduce at the trial of this case or at any hearing or during the course of any deposition to be conducted in this action identifying each such exhibit by author, date, and subject matter.

RESPONSE: As of the date of this response, Petra has not identified the exhibits that it may introduce or utilize during a hearing or trial of this matter, but Petra reserves the right to introduce as exhibits any documents produced during the course of discovery, including at

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

THE CITY OF MERIDIAN, an Idaho))	
Municipal Corporation,)	Case No. CV OC 09-7257
)	
Plaintiff,)	
)	
v.)	
)	
PETRA, INCORPORATED, an Idaho))	Volume II
Corporation,)	
)	
Defendant.)	
_____)	

CONTINUED DEPOSITION OF EUGENE BENNETT

April 20 and 21, 2010

Boise, Idaho

Janet French, CSR #946, RPR

<p>1 Who at Petra provided that notification? 2 A. Pat Kershnik. 3 Q. And what was Mr. Kershnik's role at Petra? 4 A. He was a contracts man. 5 Q. What does that mean? 6 A. He helped put together contracts for Petra. 7 Q. All right. Was he a licensed attorney? 8 A. I don't know. 9 Q. Was Mr. Kershnik a cost estimator? 10 A. No. 11 Q. How is it that Mr. Kershnik came by the 12 knowledge that the project could possibly not be 13 completed for \$12.2 million? 14 MR. WALKER: Objection. Calls for speculation. 15 THE WITNESS: I'd have to read Exhibit C. 16 MR. TROUT: All right. Well, let's go off the 17 record. 18 (Deposition Exhibit No. 55 marked.) 19 MR. TROUT: Back on the record. 20 Q. (BY MR. TROUT) Sir, you've been handed what 21 has been marked as Exhibit No. 55 for identification. 22 Do you recognize that document? 23 A. I do. 24 Q. What is it? 25 A. It's an e-mail from Pat Kershnik to Frank</p> <p style="text-align: right;">Page 324</p>	<p>1 that was in place at that point, and I don't have 2 that. What I recall is that it was unclear as to the 3 extent of Petra's duties and the extent of Meridian 4 City Hall's duties to keep the project within the \$12 5 million budget. 6 Q. Okay. Well, as of July 31, 2006, had you 7 prepared some kind of estimate which allowed you to 8 state to Mr. Kershnik that the, quote, actual 9 construction budget will cover the core and shell and 10 the surface parking but will be exhausted some point 11 during the costing of the plaza and prior to even 12 beginning the tenant improvements? 13 A. We had not prepared an estimate. We used 14 this as an example of what could occur, and that it 15 needed to be clear in the contract who was responsible 16 for what. 17 Q. Well, as of July 31st, are you testifying 18 today that you or Petra notified Meridian that the 19 project could possibly not be completed for \$12.2 20 million? 21 MR. WALKER: Objection. Asked and answered. 22 THE WITNESS: That's what this e-mail conveyed to 23 them. 24 Q. (BY MR. TROUT) Okay. As of July 31st, how 25 much did Petra think it was going to cost to build</p> <p style="text-align: right;">Page 326</p>
<p>1 Lee. 2 Q. Okay. And this indicates that 3 Mr. Kershnik had some conversation with you; is that 4 correct? 5 A. That's correct. 6 Q. Tell us the substance of the conversation 7 between you and Mr. Kershnik that gave rise to this 8 e-mail. 9 A. We were negotiating the contract language 10 for Meridian City Hall, and we wanted to make sure 11 that it was clear as to who was responsible for what 12 in that contract language between Petra and the owner 13 in case the project went over budget. 14 Q. Okay. What budget? 15 A. \$12.2 million that was in the contract. 16 Q. All right. And so tell me precisely what 17 you said to Mr. Kershnik. 18 A. That if this thing went over budget, we 19 needed to have language in there that spelled out who 20 was responsible for what, and so he put this e-mail 21 together to get the language in there as to who was 22 responsible for what. 23 Q. When you say, "who is responsible for what," 24 what specifically are you referring to? 25 A. Well, I'd have to read through the contract</p> <p style="text-align: right;">Page 325</p>	<p>1 this project? 2 A. We had no idea. 3 Q. Okay. Why didn't you have any idea? 4 A. There wasn't anything to look at to get an 5 idea from. 6 Q. So there were no plans; correct? 7 A. No plans. 8 Q. No drawings? 9 A. No drawings. 10 Q. No specifications? 11 A. No. 12 Q. No baseline of any kind from which you could 13 call a conclusion as to what the possible cost of this 14 project could be; correct? 15 A. There were no plans in place to put together 16 a detailed estimate; that's correct. 17 Q. Did you prepare any kind of estimate as of 18 July 31st, 2006? 19 A. I don't recall preparing an estimate. 20 Q. Okay. You didn't have anything to prepare 21 an estimate from on July 31st, 2006, did you, sir? 22 A. No, sir. We did not. 23 Q. All right. Now, would I be correct -- and 24 I'm going to turn your attention back to Deposition 25 Exhibit No. 2, if we can.</p> <p style="text-align: right;">Page 327</p>

<p>1 A. No.</p> <p>2 Q. Okay. Are you telling me that Petra still</p> <p>3 retains in some file a copy of a preliminary draft of</p> <p>4 the construction management agreement?</p> <p>5 A. No.</p> <p>6 Q. Okay. Okay.</p> <p>7 A. But I think there were preliminary drafts</p> <p>8 put together.</p> <p>9 Q. Well, I don't know whether there were or not</p> <p>10 and, frankly, that's not my question.</p> <p>11 A. Okay.</p> <p>12 Q. My question is twofold, and I'll ask you the</p> <p>13 first question singularly. At any time prior to</p> <p>14 August 1st, 2006, did you personally participate in</p> <p>15 any discussion with the City of Meridian in which</p> <p>16 paragraph F was discussed?</p> <p>17 A. Not that I recall.</p> <p>18 Q. All right. At any time prior to August 1st,</p> <p>19 2006, did Jerry Frank report to you on some meeting or</p> <p>20 discussion that he was involved in that you weren't,</p> <p>21 that specifically talked about paragraph F?</p> <p>22 A. I don't remember any.</p> <p>23 Q. All right. Other than yourself and Jerry</p> <p>24 Frank, was anyone else involved in the discussions</p> <p>25 with the City of Meridian on Petra's behalf leading up</p> <p style="text-align: right;">Page 332</p>	<p>1 MR. WALKER: Can we take a break?</p> <p>2 MR. TROUT: Not quite.</p> <p>3 Q. (BY MR. TROUT) Let me ask you this: What</p> <p>4 personal knowledge, since you didn't have any</p> <p>5 discussions with anyone from the City of Meridian</p> <p>6 about paragraph F, and you didn't look at any</p> <p>7 documents related to the City of Meridian about</p> <p>8 paragraph F, what personal knowledge do you have</p> <p>9 regarding paragraph F prior to August 1st of 2006?</p> <p>10 MR. WALKER: Objection. Mischaracterizes his</p> <p>11 testimony.</p> <p>12 THE WITNESS: Well, the personal knowledge I had</p> <p>13 was that it came from the draft contracts that that</p> <p>14 number was in there.</p> <p>15 Q. (BY MR. TROUT) And that's it?</p> <p>16 A. That's all I recall.</p> <p>17 MR. TROUT: Okay. We can take a break now.</p> <p>18 (Recess taken from 2:56 p.m. to 3:03 p.m.)</p> <p>19 MR. TROUT: Back on the record.</p> <p>20 Q. (BY MR. TROUT) Directing your attention,</p> <p>21 sir, to Exhibit No. 7 in the exhibit book in front of</p> <p>22 you.</p> <p>23 Do you have that?</p> <p>24 A. I do.</p> <p>25 Q. What is it, sir?</p> <p style="text-align: right;">Page 334</p>
<p>1 to the signing of this contract on the 1st of August?</p> <p>2 MR. WALKER: Objection. Lack of foundation.</p> <p>3 THE WITNESS: Well, Pat Kershisnik.</p> <p>4 MR. TROUT: Perfect.</p> <p>5 Q. (BY MR. TROUT) And at any time prior to</p> <p>6 August 1st, 2006, did Pat Kershisnik report to you on</p> <p>7 any discussion he had that you weren't personally</p> <p>8 present for which specifically discussed paragraph F?</p> <p>9 A. Yes.</p> <p>10 Q. Okay.</p> <p>11 A. And it resulted in this e-mail.</p> <p>12 Q. All right. Anything other than that e-mail?</p> <p>13 Do you remember anything said by Mr. Kershisnik?</p> <p>14 A. I don't recall anything else.</p> <p>15 Q. All right. So if you didn't have any</p> <p>16 discussions with anyone prior to August 1st, and you</p> <p>17 didn't look at any documents prepared by anyone at the</p> <p>18 City of Meridian on or before August 1st related to</p> <p>19 paragraph F, is there any other piece of information</p> <p>20 that you have personal knowledge of related to</p> <p>21 paragraph F that you haven't told me about here today?</p> <p>22 MR. WALKER: Objection. Lack of foundation.</p> <p>23 Mischaracterizes his testimony. Compound.</p> <p>24 THE WITNESS: I don't know of anything.</p> <p>25 MR. TROUT: Okay.</p> <p style="text-align: right;">Page 333</p>	<p>1 A. It's an estimate dated January 15th, 2007.</p> <p>2 Q. Okay. And I want to make sure that we</p> <p>3 understand what this document really is.</p> <p>4 Was this prepared by you?</p> <p>5 A. It was prepared by Petra.</p> <p>6 Q. Who prepared it?</p> <p>7 A. It was prepared by Steve Pierce, Wes Bettis,</p> <p>8 and myself.</p> <p>9 Q. And what's Steve's last name? Can you spell</p> <p>10 the last?</p> <p>11 A. No. It's Pierce.</p> <p>12 Q. Okay. P-I-E-R-C-E sound right?</p> <p>13 A. Close enough.</p> <p>14 Q. All right. What was Mr. Pierce's position</p> <p>15 at Petra as of January the 15th, 2007?</p> <p>16 A. Estimator.</p> <p>17 Q. Okay. Is he still with the company?</p> <p>18 A. He is.</p> <p>19 Q. What role did Mr. Pierce play in the</p> <p>20 preparation of this document?</p> <p>21 A. He reviewed the 20 percent set of drawings</p> <p>22 and helped Wes put the estimate together.</p> <p>23 Q. Okay. Let's see if we can flush that out a</p> <p>24 little bit. Would I be correct in understanding that</p> <p>25 the drawings that were given to you were given to you</p> <p style="text-align: right;">Page 335</p>

<p>1 by LCA?</p> <p>2 A. Yes.</p> <p>3 Q. Did they represent to you that they were at</p> <p>4 a 20 percent complete stage?</p> <p>5 A. They defined them as 20 percent complete</p> <p>6 architecturally. There were no structural, no MEPs,</p> <p>7 no finishes.</p> <p>8 Q. Okay. And would I be correct in assuming</p> <p>9 that someone at Petra did a take off?</p> <p>10 A. Some take off in areas that could be taken</p> <p>11 off, yes.</p> <p>12 Q. All right. And how about for the elements</p> <p>13 that did not have a take off prepared, how were they</p> <p>14 estimated?</p> <p>15 A. Well, in the case of mechanical, electrical,</p> <p>16 and plumbing, we contacted the design engineers as to</p> <p>17 what their estimate was.</p> <p>18 Q. And who did you contact?</p> <p>19 A. The electrical engineer was Eidam, the</p> <p>20 mechanical engineer was Engineering Inc.</p> <p>21 Q. Okay. And did you receive something in</p> <p>22 writing from them?</p> <p>23 A. I'd have to check the files to verify that.</p> <p>24 Q. Was a written take off prepared by</p> <p>25 Mr. Pierce?</p> <p style="text-align: right;">Page 336</p>	<p>1 A. It meant that that was the number that was</p> <p>2 in the contract with the City of Meridian.</p> <p>3 Q. Okay.</p> <p>4 A. And that was their, quote, budget.</p> <p>5 Q. Okay. At any time in the course of the</p> <p>6 project and up to the date that you signed your</p> <p>7 affidavit on April the 7th, 2009, did you change the</p> <p>8 meaning of the word budget as it's used in Exhibit</p> <p>9 No. 7?</p> <p>10 A. Can you clarify the question for me?</p> <p>11 Q. Sure. We know that you used the column in</p> <p>12 Exhibit No. 7 identified as the budget; correct?</p> <p>13 A. That's correct.</p> <p>14 Q. And the other column identified in Exhibit</p> <p>15 No. 7 is a cost estimate?</p> <p>16 A. That's correct.</p> <p>17 Q. At any time between January 15th, 2007, and</p> <p>18 April 7th of 2010, did you personally change the</p> <p>19 definition of budget that you started with on January</p> <p>20 the 15th, 2007?</p> <p>21 A. Well, the definition was 12.2 million and</p> <p>22 the City changed that definition.</p> <p>23 Q. I wasn't talking about the City. I asked</p> <p>24 you a question about what you were doing. My question</p> <p>25 is: In the period January 15, 2007, through April 7,</p> <p style="text-align: right;">Page 338</p>
<p>1 A. I'd have to check the files to check on</p> <p>2 that.</p> <p>3 Q. We specifically asked for all the take offs</p> <p>4 or estimating files and have not been provided of any</p> <p>5 documents applicable to that category.</p> <p>6 Do you know whether those documents exist or</p> <p>7 not?</p> <p>8 A. I'll have to go look at the backup to this</p> <p>9 sheet to see if they exist.</p> <p>10 Q. All right. Where in Petra's files are you</p> <p>11 going to look?</p> <p>12 A. Well, I'm not sure if they exist anymore or</p> <p>13 not after we had that crash.</p> <p>14 Q. All right.</p> <p>15 A. Because they were electronic.</p> <p>16 Q. All right. The first column has the word</p> <p>17 "budget" at the top.</p> <p>18 A. It does.</p> <p>19 Q. Okay. What does the word budget mean to</p> <p>20 you?</p> <p>21 A. The figure of 12.2 million as entered in</p> <p>22 that column and that came from the contract.</p> <p>23 Q. Okay. I understand that. My question is:</p> <p>24 When Petra used the word "budget" on Exhibit No. 7,</p> <p>25 what did it mean?</p> <p style="text-align: right;">Page 337</p>	<p>1 2010, did you change the definition of the term</p> <p>2 "budget" as you used it on Exhibit No. 7?</p> <p>3 A. Yes.</p> <p>4 Q. When?</p> <p>5 A. When the City told us to.</p> <p>6 Q. Well, tell me, first, what's the -- what is</p> <p>7 the date when the City told you to change the</p> <p>8 definition of the term "budget"?</p> <p>9 A. Well, every time that the budget went up and</p> <p>10 we presented those numbers then that number was</p> <p>11 changed in our report.</p> <p>12 Q. That wasn't my question, sir.</p> <p>13 A. Then I'm not understanding.</p> <p>14 Q. All right. You differentiated on Exhibit</p> <p>15 No. 7 between a budget and a cost estimate; correct?</p> <p>16 A. We did.</p> <p>17 Q. And those are two different things as you</p> <p>18 presented this information to the City on January</p> <p>19 15th, 2007, aren't they, sir?</p> <p>20 A. Yes.</p> <p>21 Q. All right. When did the City direct you to</p> <p>22 change the definition of the term "budget" from that</p> <p>23 which you were using on January 15, 2007?</p> <p>24 A. In the January 2007 meeting.</p> <p>25 Q. All right. Tell me what was said by a</p> <p style="text-align: right;">Page 339</p>

1 representative of the City, and tell me who it was
2 first.
3 A. Well, it was -- it was Keith Bird, and he
4 said they would find the money somewhere to build the
5 building that was over their budget.
6 Q. Okay.
7 A. So at that meeting I changed the budget.
8 Q. That wasn't the question I was asking.
9 A. Well, I'm sorry. I'm not understanding your
10 question.
11 Q. Okay. Well, we are going to work at this
12 until you understand it.
13 MR. WALKER: It might helpful if you asked a
14 comprehensible question, something anybody could
15 understand, because I don't understand the question
16 either.
17 MR. TROUT: Well, you know, your commentary and
18 your apparent criticism isn't a proper objection,
19 which you should know, and if you have some issue with
20 my personal style of asking questions, I suggest we
21 take that up in front of the judge, and if you would
22 like to do that now, Mr. Walker, I'm happy to do that.
23 MR. WALKER: We'll take it up at the appropriate
24 time. I don't want to waste any more time.
25 I have an objection on lack of foundation.

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1 MR. TROUT: All right. We'll start with the
2 basics, since Mr. Walker wants additional foundation.
3 Q. (BY MR. TROUT) Directing your attention to
4 Exhibit No. 7, will you tell me as the representative
5 of Petra the construction manager and the project
6 manager as of January 15, 2007, what the term "budget"
7 means?
8 A. The term "budget" came from the contract and
9 it meant that was the budget that the City had set for
10 the project at \$12,200,000.
11 Q. All right. Let's go back to the contract.
12 Since Mr. Walker would like additional foundation,
13 we'll give it to him.
14 Directing your attention to Exhibit No. 2;
15 do you have that in front of you, sir?
16 A. Yes, sir.
17 Q. All right. Would you identify for me in
18 Exhibit No. 2 where you find the word "budget" as you
19 claim it came from the contract.
20 A. It's on page 9.
21 Q. All right. And point out for me, sir, on
22 page 9 where you see the word "budget"?
23 A. Paragraph F at the top of the page.
24 Q. All right. And that's \$12.2 million;
25 correct?

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1 A. Yes.
2 Q. Okay. That was a figure that was agreed
3 upon by Petra and the City when they signed this
4 contract on August 1st, 2006; correct?
5 MR. WALKER: Objection. Lack of foundation.
6 MR. TROUT: Well, what's the foundation that's
7 missing? It's right in the document signed by Petra.
8 MR. WALKER: If you'd look at the rest of
9 contract, it addresses the cost estimates, paragraph
10 4.5.9.
11 MR. TROUT: We'll get to that.
12 MR. WALKER: Well, it would be nice if you get to
13 it now, because it impacts this testimony, and I think
14 you are trying to mislead the witness.
15 MR. TROUT: Well, you'll get a full opportunity
16 to ask the witness questions when I'm done, Counsel,
17 so if you'd quit coaching now, that would be great.
18 Now, do you understand my question?
19 MR. WALKER: I'm sorry. If you could read it
20 back for me please.
21 (The question was read back.)
22 THE WITNESS: It was a figure that was given to
23 Petra as the maximum cost of the project.
24 Q. (BY MR. TROUT) All right. And Petra agreed
25 to that when it signed this contract, didn't it, sir?

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1 MR. WALKER: Objection. Calls for a legal
2 conclusion.
3 THE WITNESS: We agreed that was the number that
4 they had given us.
5 MR. TROUT: Okay.
6 Q. (BY MR. TROUT) Now, in paragraph 15 of your
7 affidavit, you say that on January 15th, Petra
8 presented to the City with a preliminary budget of
9 15,475,160; correct?
10 A. I did.
11 Q. All right. Directing your attention to
12 Exhibit No. 7, the 15,475,160 is a cost estimate,
13 isn't it, sir?
14 A. It is on that document, and then in the
15 meeting with the City, Keith Bird said that we'll find
16 the money somewhere and that became the budget.
17 Q. Well, are you telling me that Keith Bird had
18 the authority to vote all of the votes for the members
19 of the City Council of the City of Meridian?
20 MR. WALKER: Objection. Lack of foundation.
21 THE WITNESS: I don't know the answer to that.
22 Q. (BY MR. TROUT) All right. Well, did you
23 assume on January the 15th that Mr. Bird had the
24 ability to vote all of the votes of the City Council
25 on any issue of any kind?

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<p>1 MR. WALKER: Objection. Lack of foundation and 2 calls for a legal conclusion. 3 THE WITNESS: We assumed that what he said he 4 meant. 5 MR. TROUT: Okay. 6 Q. (BY MR. TROUT) Were you told by anyone on 7 January 15th, 2007, that Mr. Bird had the authority to 8 bind the entire City Council of the City of Meridian 9 by himself? 10 A. No. 11 Q. All right. At that time, were you told by 12 Mr. Bird that the City of Meridian was adopting your 13 figure of \$15,475,160 as the approved budget for this 14 project? 15 A. We were told that they would find the money 16 somewhere. And that we offered to go back and show 17 them how to reduce the project back to 12.2 million, 18 and later, they said, we don't want to do that. 19 Q. My question for you, sir, very specifically 20 is: On January the 15th, 2007, were you specifically 21 told by Mr. Bird that the City of Meridian approved 22 \$15,475,160 as the approved budget for this project? 23 A. He didn't use the words "approved budget." 24 Q. All right. At the meeting on January 15th, 25 2007, would I be correct in understanding that that</p> <p style="text-align: right;">Page 344</p>	<p>1 15th, because that was the date on the document. 2 Q. Well, this is the date it was created, isn't 3 it? 4 A. I'm not sure, but I think it's the date that 5 we presented it. 6 Q. You don't know for sure, do you? 7 A. Sitting right here, I don't. I need to go 8 look at the calendar to verify that. 9 Q. And you didn't know for sure when you signed 10 your affidavit on the 7th of April, did you, sir? 11 A. Yeah, I did. 12 Q. Okay. 13 A. I need to verify it. 14 Q. Well, what are you going to look at? 15 A. I'm going to look at the calendar that we 16 put this thing together from. 17 Q. Did you look at the calendar that you put 18 this thing -- this, being the affidavit you put 19 together from, on the day you signed your affidavit? 20 A. No. It was prior to that. 21 Q. Did you look at any meeting minutes from 22 January 15th, 2007, on the day you signed your 23 affidavit? 24 A. No. But prior to that, I did. 25 Q. So you were sure you knew the answer on</p> <p style="text-align: right;">Page 346</p>
<p>1 was the only time that this was presented to the City, 2 this being Exhibit No. 7? 3 A. I'm not sure. 4 Q. Okay. And it's your testimony there was a 5 meeting on January 15, 2007; is that right? 6 A. I'd have to check the meeting minutes to 7 verify that date. 8 Q. Well, if I take a look at paragraph 15 of 9 your affidavit, you say on January 15, 2007, Petra 10 presented the City with a preliminary budget of 11 15,475,160; is that correct? 12 A. That is correct. 13 Q. How was it presented on that day? 14 A. I'm not sure. I've got to go check the 15 files to know whether that was sent over to them, and 16 the meeting was after that, or if it all occurred on 17 the same day. 18 Q. Okay. Did you write paragraph 15? 19 A. Yes. 20 Q. You did? 21 A. Yes. 22 Q. Okay. So on April the 7th of 2010 when you 23 signed this affidavit, you didn't know how it was 24 presented? 25 A. Well, we knew it was presented on January</p> <p style="text-align: right;">Page 345</p>	<p>1 April 7th, but you just don't know today on April the 2 20th; is that right? 3 A. I need to re-verify it. 4 (Deposition Exhibit No. 56 marked.) 5 Q. (BY MR. TROUT) Sir, you've been handed 6 what's been marked as Exhibit No. 56, and this is, 7 I'll represent to you, a copy of Exhibit E from your 8 affidavit, and I'd like to you compare that to Exhibit 9 No. 7, if you would please, and tell me if they are 10 identical documents. 11 A. It appears to be. 12 Q. And correctly, if I understand the document, 13 you identify in paragraph 17 of your affidavit Exhibit 14 No. 56 and Exhibit No. 7 as the project cost 15 spreadsheet; correct? 16 A. I'm sorry. I'm trying to read that. What 17 paragraph are you are reading from? 18 Q. 17, sir. 19 A. Yes. 20 Q. And you called it a project cost spreadsheet 21 because it was, in fact, a cost estimate; correct? 22 A. That's correct. 23 Q. Okay. Now, if I understand your affidavit 24 correctly, paragraph 18, as of the date that you 25 prepared Exhibit 56, you knew that according to the 20</p> <p style="text-align: right;">Page 347</p>

1 REPORTER'S CERTIFICATE

2 STATE OF IDAHO)
3) ss.
4 COUNTY OF ADA)

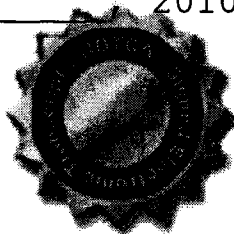
5 I, JANET FRENCH, Certified Shorthand Reporter and
6 Notary Public in and for the State of Idaho, do hereby
7 certify:

8 That prior to being examined, the witness named
9 in the foregoing deposition was by me duly sworn to
10 testify to the truth, the whole truth, and nothing but
11 the truth;

12 That said deposition was taken down by me in
13 shorthand at the time and place therein named and
14 thereafter reduced to typewriting under my direction,
15 and that the foregoing transcript contains a full,
16 true and verbatim record of said deposition.

17 I further certify that I have no interest in the
18 event of this action.

19 WITNESS my hand and seal this _____ day of
20 _____ 2010.



21 *Janet French*
22 _____

23 JANET FRENCH,
24 CSR, RPR and Notary
Public in and for the
State of Idaho.

25 My Commission Expires: 10-28-2010

Kevin Kluckhohn

From: Thomas G. Walker [twalker@CoshoLaw.com]
Sent: Tuesday, April 20, 2010 5:56 AM
To: Kim Trout
Cc: Kevin Kluckhohn; Erika K. Klein; Mackenzie E. Whatcott; pcarson@CoshoLaw.com
Subject: Meridian v. Petra

Importance: High

Kim:

I reviewed the City's Reply Memorandum. You state on page 8 that ". . . the City has scheduled, and Noticed, an evidentiary hearing for April 29, 2010." However, we have not received such a notice. The notice we received vacated the April 22nd hearing and rescheduled it for April 29th. No mention of an evidentiary hearing is made in the notice. Further, the Reply claims that Idaho Code § 6-1604 requires an evidentiary hearing. The statute, however, provides that . . . a party may, pursuant to a pretrial motion and after hearing before the court, amend the pleadings to include a prayer for relief seeking punitive damages. The court shall allow the motion to amend the pleadings if, after weighing the evidence presented, the court concludes that, the moving party has established at such hearing a reasonable likelihood of proving facts at trial sufficient to support an award of punitive damages." My experience under the new version of § 6-1604 is that the court weighs the evidence presented by way of affidavit testimony and admissible documentary evidence, not by holding an evidentiary hearing.

Also, I notified you by email yesterday that the Petra personnel who I anticipate calling as witnesses are not available on April 29th. Further, I also expect to call an expert witness to testify regarding Petra's performance and the applicable standard of care. I doubt that Petra's expert will be prepared to testify by April 29th. If you intend to proceed with an evidentiary hearing, please provide me with available dates for the evidentiary hearing after May 7th.

Finally, please provide me with available dates for the continued deposition of Keith Watts and the depositions of Charlie Roundtree, Ted Baird and Bill Nary during the period commencing on May 24 and ending on June 18th, except for June 2nd and June 7th, which dates are already booked.

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NO. _____ FILED _____
A.M. _____ P.M. _____

MAY 19 2010

J. DAVID NAVARRO, Clerk
By E. HOLMES
DEPUTY

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Attorneys for Plaintiff

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

THE CITY OF MERIDIAN, an Idaho
Municipal Corporation,

Plaintiff,

v.

PETRA, INCORPORATED, an Idaho
Corporation,

Defendant.

Case No. CV OC 09-7257

MEMORANDUM IN SUPPORT OF
PLAINTIFF'S RULE 56(f) MOTION FOR
A POSTPONEMENT OF HEARING ON
DEFENDANT'S MOTION FOR
SUMMARY JUDGMENT

COMES NOW Plaintiff/Counterdefendant the City of Meridian, ("City"), by and through its counsel of record, Kim J. Trout of Trout Jones Gledhill Fuhrman Gourley, P.A., and hereby submits the following Memorandum in Support of Plaintiff's Rule 56(f) Motion for a Postponement of the Hearing on Defendant's Motion for Summary Judgment.

I. INTRODUCTION & BACKGROUND

This litigation was initiated when the City of Meridian filed its original Complaint on April 16, 2009. Defendant Petra, Incorporated ("Defendant" or "Petra") responded with its Answer and Counterclaim on May 6, 2009. Thereafter, Petra amended its Counterclaim on July 10, 2009, which the City answered on August 21, 2009. In addition, currently pending before the Court is the City's Motion to file its First Amended Complaint.

On May 6, 2010, prior to the completion of the depositions of Mr. Coughlin and Mr. Bennett, Petra filed its Motion for Summary Judgment seeking a determination from the Court upon fifteen separate factual issues, including issues involved in the ongoing deposition of Mr. Coughlin and Mr. Bennett. In addition to providing 1054 pages of exhibits in support of its Motion for Summary Judgment, Petra incorporated its Opposition to the City's Motion to Amend, filed on April 8, 2010, which also includes over 1,000 pages of exhibits and an affidavit from Mr. Bennett that contains 129 paragraphs. *Affidavit of Kim Trout in Support of Plaintiff's Rule 56(f) Motion ("Trout Aff.")* ¶¶ 7-9.

Not only does the City dispute each and every statement of undisputed facts alleged by Petra, the only undisputed fact in this case is that the parties agree upon is that there was an agreement for Petra to act as the construction manager on the Meridian City Hall project. Notwithstanding, Petra seeks summary judgment on the alleged undisputed facts by relying upon the affidavit from undisclosed experts and affidavits from Petra employees whose depositions are currently ongoing. Due to the fact that Petra failed to disclose any experts in this matter prior to the filing of its Motion for Summary Judgment, the City has been prevented from having a meaningful opportunity to cross-examine the qualifications and opinions of its experts and conclude the depositions of key Petra witnesses.

As discussed in more detail below, Petra's Motion is premature, as significant questions remain that require further analysis including, but not limited to, Petra's performance, the parties' knowledge, the validity of the alleged amendments and alleged supplementations to the Construction Management Agreement, and what "extra services" Petra provided to the City.

II. LEGAL STANDARD

Rule 56(f) of the Idaho Rules of Civil Procedure.

Rule 56(f) provides:

Should it appear from the affidavits of a party opposing the motion that the party cannot for reasons stated present by affidavit facts essential to justify the party's opposition, the court may refuse the application for judgment or may order a continuance to permit affidavits to be obtained or depositions to be taken or discovery to be had or may make such other order as is just.

Idaho R. Civ. P. 56(f). A party seeking relief pursuant to Idaho Rule of Civil Procedure 56(f) must “do so in good faith by affirmatively demonstrating why he cannot respond to a movant's affidavits ... and how postponement of a ruling on the motion will enable him, by discovery or other means, to rebut the movant's showing of the absence of a genuine issue of fact.” *Jenkins v. Boise Cascade Corp.*, 141 Idaho 233, 239, 108 P.3d 380, 386 (2005) (quoting *Allen v. Bridgestone/Firestone, Inc.*, 81 F.3d 793, 797 (8th Cir.1996)). Accordingly, a Rule 56(f) motion must set forth “what further discovery would reveal that is essential to justify their opposition ... [and] ... what information is sought and how it would preclude summary judgment.” *Id.*, (quoting *Nicholas v. Wallenstein*, 266 F.3d 1083, 1088-89 (9th Cir.2001)); *see also Doe v. Sisters of Holy Cross*, 126 Idaho 1036, 895 P.2d 1229 (Ct. App. 1995) (finding district court erred in denying plaintiff's request for relief pursuant to I.R.C.P. 56(f) where discovery sought was relevant to claims being pursued).

III. ARGUMENT

A. The City Is Entitled to Its Fundamental Opportunity to Cross-Examine the Expert Witnesses Recently Identified by Petra Prior to the Court Deciding Any Issues on Summary Judgment.

Rule 26 of the Idaho Rules of Civil Procedure “unambiguously imposes a continuing duty to supplement responses to discovery with respect to the substance and subject matter of expert's testimony where initial responses have been rejected, modified, expanded upon, or otherwise altered in some matter.” *Schmechel v. Dille*, 148 Idaho 176, 219 P.3d 1192, 1197 (2005); Idaho R. Civ. P. 26.

"In cases involving expert testimony, a prohibition against discovery of information held by expert witnesses produces in acute form the very evils that discovery has been created to prevent.

Effective cross-examination of an expert witness requires advance preparation." *Id.*

It is fundamental that opportunity be had for full cross-examination, and this cannot be done properly in many cases without resort to pretrial discovery, particularly when expert witnesses are involved. Before an attorney can even hope to deal on cross-examination with an unfavorable expert opinion he must have some idea of the bases of that opinion and the data relied upon. If the attorney is required to await examination at trial to get this information, he often will have too little time to recognize and expose vulnerable spots in the testimony.

Id.

While the court in *Schmechel* was not faced with the question of cross-examination on a motion for summary judgment, the principle of a fair opportunity to cross-examine witnesses, particularly expert witnesses, applies equally and is fundamental to achieve a fair and accurate judicial resolution whether on summary judgment or at trial. *See id.*

Where expert witnesses are employed, cross-examination is even more crucial to ensuring accurate fact-finding. Since, as in this case information submitted by an expert witness generally consists of opinions, cross-examination is necessary to not only test the witness's knowledge and competence in the field to which his testimony relates but also to elicit the facts on which he relied in forming his opinions.

State v. Creech, 105 Idaho 362, 380, 670 P.2d 463, 481 (1983) (emphasis added).

In this case, the City initiate formal discovery on July 22, 2009 by propounding its First Set of Interrogatories, Requests for Production of Documents and Requests for Admissions upon Petra.

Trout Aff. ¶¶ 3-5 and Ex. A. The City's Interrogatory No. 16 requested that Petra:

Identify each and every person Petra expects to call as an expert witness at any hearing or at trial, stating in detail as to each such person: (a) full name, home address, business address and telephone number; (b) educational background; (c) experience in the matter to which he is expected to testify; (d) subject matter on which he is expected to testify; (e) substance of the facts and opinions to which he is expected to testify and a summary of the grounds for each opinion; and (f) manner in which such expert became familiar with the facts of this case.

Petra did not provide any information in its response but merely stated that it had not determined who it may call as an expert witness. *Trout Aff.* ¶¶ 3-5 and Ex. A. Thereafter, while Petra has supplemented its discovery on several occasions, Petra failed to disclose any expert witness information prior to its Motion for Summary Judgment. *Trout Aff.* ¶ 6.

Petra is under an obligation, both under the Idaho Rules of Civil Procedure and the City's discovery requests, to timely supplement its answer to the City's requests for information concerning expert witnesses to provide the City with an opportunity to respond to the information, including deposing the expert witnesses. Clearly, Petra is not required to only supplement this information after its experts: had been retained, provided with information, performed investigations, provided reports and opinions, and a Motion for Summary Judgment, containing over a thousand pages of documents was filed. Petra's actions in delaying the disclosure of information related to its retained experts until after the Motion for Summary Judgment was filed, which Motion relies heavily upon the opinions of its experts, does not comply with Petra's discovery obligations or provide the City with a meaningful opportunity to cross-examine Petra's experts before the hearing on Petra's Motion.

Here, other than an unspecific reference by counsel for Petra on April 20, 2010, that Petra expected to "call an expert to testify regarding Petra's performance and the applicable standard of care," the City received no information regarding the identity or opinions of Petra's expert witnesses. *Trout Aff.* ¶ 17, Ex. C. It was not until May 6, 2010, the date of Petra's Motion for Summary Judgment, that the City first learned that Petra had retained Jack K. Lemley and Richard K. Bauer as construction management experts. *Id.* at ¶¶ 17-18. Prior to the Motion for Summary Judgment, the City was not aware of the expert witnesses' retention or opinions in this matter. *Id.* at ¶ 17. As a result, the City has not had an opportunity to cross-examine Mr. Bauer or Mr. Lemley regarding their opinions, statements, interviews, investigations, and/or applicable standards of care.

In regard to Petra's Motion for Summary Judgment, the need to cross-examine Petra's expert witnesses is vital to establish/rebut Petra's claims regarding Petra's alleged performance. The City should have the fundamental opportunity to depose Mr. Lemley with respect to his expert opinions. If granted the opportunity to depose Petra's expert(s), the City anticipates that it will discover information including, but not limited to, that Mr. Lemley does not have the fundamental factual background for the opinions he expresses with respect to: a) the actions taken, if any, by the City of Meridian with respect to the Project; b) the actions taken, or the failures to act by Petra which fundamentally impact the issue of standard of care and whether or not Petra met the standard of care; and c) facts which were not disclosed to Mr. Lemley which might impact his opinion of Petra's standard of care. *Trout Aff.* ¶ 19.

The City will utilize such information to establish that the information relied on by Mr. Lemley is, in fact, not true. In addition, the City is entitled to discover which alleged facts Mr. Lemley relies upon in forming the opinions expressed, because Mr. Lemley's affidavit fails to state the specific facts that are contained within the documents he reviewed, upon which he theoretically relied on in forming his opinions as stated in his affidavit.

B. The City Should Be Entitled To Continue Discovery With Respect to the "Facts" Contained in Mr. Bennett's and Mr. Coughlin's Affidavits in Support of Petra's Motion for Summary Judgment.

Petra's Motion, in essence, seeks to dismiss the City's claims alleged in its Complaint and in its pending First Amended Complaint while key witnesses are in the middle of being deposed. As evidenced by the record in this matter, discovery in this matter began shortly after the filing of this case, and has been diligently pursued by the City ever since. The City has diligently sought to "flesh out" the various issues involved in this complex case through the discovery process and should not be prevented from continuing that process in light of Petra's Motion for Summary Judgment.

The City has previously deposed Eugene Bennett on February 19, 2010, and Thomas R. Coughlin on February 26, 2010. *Trout Aff.* ¶¶ 10 & 20. Mr. Bennett's deposition was continued, but not yet completed, on April 20 and 21, 2010, and Mr. Coughlin's deposition remains to be completed, which depositions were continued to a future time to be agreed upon by the parties. *Id.* at ¶¶ 10 & 20. Despite the City's diligent efforts, the depositions of key witnesses have yet to be completed. *Id.*

To date, the depositions of several key witnesses that were employed by Petra have already revealed facts that dispute the facts Petra currently asserts as "undisputed." *Trout Aff.* ¶ 14 – 16. For example, Petra states in Footnote 8 of its Statement of Undisputed Material Facts that "[b]ased on the conceptual design documents received in December 2008 Petra informed the City that the Initial Budget of the Project would be \$15,474,160." *Statement of Undisputed Material Facts* FN 8. Foot Note 8 cites Mr. Bennett's affidavit filed on April 7, 2010, wherein he states that "[o]n January 15, 2007, Petra presented the City with a preliminary budget of \$15,475,160 for the building based on the initial 20% Shell & Core documents." However, Mr. Bennett stated during his deposition, taken on April 20-21, 2010, that he presented a *cost estimate*, not budget, to Keith Bird, one of the City's Councilman, not to the City as a legal entity. What is important for the Court to understand is that Petra's assertion that the City adopted some type of 'budget' is simply false. *Trout Aff.* ¶ 14, Ex. B 343:6-347:3.

The City never adopted the cost estimate as an approved budget. *Id.* Furthermore, Mr. Bennett was not able to say, during his April 20-21, 2010 deposition, how the cost estimate was presented to the City, but simply that it was presented. *Id.* As the deposition of Mr. Bennett has yet to be completed, the City has not had the opportunity to fully 'flesh out' necessary facts related to Petra's cost estimating that will be required to respond to the pending motion. All that is known

today, is that Petra wholly failed in its contractual duties related to cost estimating *Trout Aff.* at ¶¶ 22 & 23.

In addition, the Petra motion falsely relies on a basic underlying premise: that is, that there were plans, drawings, specifications, and a cost estimate at the time of the signing of the Construction Management Agreement upon which the Court can measure *change, cost, and complexity* as those terms are used as the fundamental precepts for the Petra position, and as importantly, for the Lemley opinions. *Trout Aff.* at ¶ 16. The City is entitled to complete the depositions of Coughlin and Bennett as to these issues, as well to as examine Lemley upon the fundamental factual basis for the Lemley opinions on cost and quality. It is important to note, that in beginning the examination of Mr. Bennett on these issues, he admitted that Petra had no idea what the cost of the project would be. *Trout Aff.* ¶ 16.

This is but one example that illustrates the necessity of allowing the City to conclude the depositions of Mr. Bennett and Mr. Coughlin, as Petra's Motion for Summary Judgment greatly relies upon their statements, which have yet to be cross-examined.

As demonstrated above, the City expects that the continued deposition of Mr. Bennett and Mr. Coughlin will demonstrate additional inconsistencies that undercut Petra's Statement of Undisputed Material Facts and claims in this matter.

C. Petra's Motion for Summary Judgment Should Be Stricken for Violation of Local Rule 8.1.

The issues in this case revolve around the construction of a large commercial building, which necessitates and involves extensive investigation, a detailed review of documents, interviewing witnesses and related discovery procedures. As the Court can determine from the record in this matter, the parties have consistently sought discovery in this matter, which efforts are currently ongoing. *Trout Aff.* ¶¶ 3, 10, 20 and 21.

Moreover, a motion for summary judgment should not be utilized as a block to continued good faith discovery on key issues. Notably, the page limitations within the Fourth District's Local Rules and time limitation within the Idaho Rules of Civil Procedure further indicate that a party, given 14 days to respond to a motion for summary judgment, is typically responding to legal argument and documentation that does not exceed 25 pages. Local R. 8.1.

Petra's Statement of Undisputed Material Facts, alone, consists of 49 pages. Petra has literally put forth thousands of pages of records in support of its Motion for Summary Judgment. Thus, in addition to the fact that Petra failed to timely disclose its expert witnesses and that depositions of key deponents is ongoing, the State and Local Rules governing the summary judgment process do not contemplate requiring a party to respond to a motion containing numerous affidavits and thousands of pages of documents within 14 days. Based on the totality of the circumstances involved in this case, the City, pursuant to Rule 56(f), respectfully requests that the hearing on Petra's Motion for Summary Judgment be postponed to allow the City to properly and timely respond to the Motion. In the alternative, Petra's motion should be stricken for violation of Local Rule 8.1.

D. In the Event of A Denial of the City's Motion, the City Should Be Afforded an Additional Minimum of 14 Days from Such Denial to Provide a Substantive Opposition to Petra's Motion.

The City respectfully submits that the record presented with the present motion is sufficient to warrant relief pursuant to Rule 56(f). However, in the event that this Court denies the Motion, the City requests that it be given fourteen (14) days from the denial of this Motion to file a substantive opposition to Petra's Motion for Summary Judgment.

IV. CONCLUSION

For the reasons set forth herein, the City requests that this Court grant its Motion for Relief pursuant to Rule 56(f).

DATED this 19th day of May, 2010.

TROUT ♦ JONES ♦ GLEDHILL ♦ FUHRMAN ♦
GOURLEY, P.A.

By: 

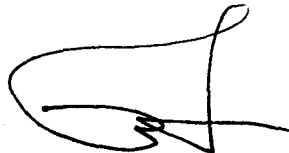
Kim J. Trout
Burt R. Willie
Attorneys for Plaintiff

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 19th day of May, 2010, a true and correct copy of the above and foregoing document was forwarded addressed as follows in the manner stated below:

Thomas G. Walker
MacKenzie Whatcott
COSH O HUMPHREY, LLP
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Boise, Idaho 83707-9518
Direct Facsimile: (208) 639-5609

Hand Delivered ☐
U.S. Mail ☐
Fax ☒
Email ☐



Kim J. Trout
Burt R. Willie

NO. _____
A.M. _____ P.M. 4:27

MAY 19 2010

KIM J. TROUT, ISB # 2468

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225 North 9th Street, Suite 820

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Telephone: (208) 331-1170

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J. DAVID NAVARRO, Clerk

**By E. HOLMES
DEPUTY**

Attorneys for Plaintiff

**IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA**

THE CITY OF MERIDIAN, an Idaho
Municipal Corporation,

Plaintiff,

v.

PETRA, INCORPORATED, an Idaho
Corporation,

Defendant.

Case No. CV OC 09-07257

**NOTICE OF HEARING ON
PLAINTIFF'S RULE 56(f) MOTION
FOR A POSTPONEMENT OF
HEARING ON DEFENDANT'S
MOTION FOR SUMMARY
JUDGMENT**

Date: Monday, May 24, 2010

Time: 2:30 p.m.

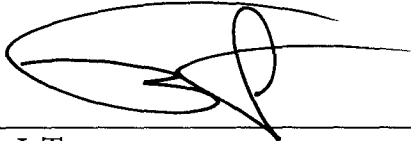
TO: THE ABOVE NAMED PARTIES AND THEIR COUNSEL OF RECORD:

PLEASE TAKE NOTICE, that the hearing on Plaintiff's Rule 56(f) Motion for a Postponement of Hearing on Defendant's Motion for Summary Judgment will be heard on the 24th day of May, 2010, at the hour of 2:30 p.m., or as soon thereafter as the parties may be heard. The hearing is scheduled at the Ada County Courthouse located at 200 W. Front St., Boise, ID 83702.

DATED this 19th day of May, 2010.

TROUT ♦ JONES ♦ GLEDHILL ♦ FUHRMAN ♦ GOURLEY, P.A.

By: _____

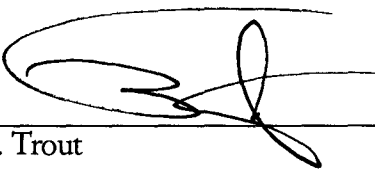

Kim J. Trout
Attorneys for Plaintiff

CERTIFICATE OF SERVICE

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Thomas G. Walker
MacKenzie Whatcott
COSH O HUMPHREY, LLP
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Fed. Express ☐
Email ☐



Kim J. Trout

NO. _____
AM. _____ P.M. _____

MAY 19 2010

J. DAVID NAVARRO, Clerk
By E. HOLMES
DEPUTY

KIM J. TROUT, ISB #2468

TROUT ♦ JONES ♦ GLEDHILL ♦ FUHRMAN ♦ GOURLEY, P.A.

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Attorneys for Plaintiff

**IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA**

THE CITY OF MERIDIAN, an Idaho
Municipal Corporation,

Plaintiff,

v.

PETRA, INCORPORATED, an Idaho
Corporation,

Defendant.


Case No. CV OC 09-7257

**MOTION TO SHORTEN TIME FOR
HEARING ON PLAINTIFF'S RULE 56(f)
MOTION FOR A POSTPONEMENT OF
HEARING ON DEFENDANT'S MOTION
FOR SUMMARY JUDGMENT**

COMES NOW Plaintiff the City of Meridian ("City"), by and through its counsel of record, the law firm of TROUT ♦ JONES ♦ GLEDHILL ♦ FUHRMAN ♦ GOURLEY, P.A., and hereby moves this Court, pursuant to Rule 6(b) of the Idaho Rules of Civil Procedure, for an order shortening the time for notice of hearing on Plaintiff's Rule 56(f) Motion for a Postponement of Hearing on Defendant's Motion for Summary Judgment. The hearing on Defendant's Motion for Summary Judgment is scheduled to be heard on Monday, June 7, 2010, at 3:30 p.m. Plaintiff's memorandum in opposition and supporting documents are due Monday, May 24, 2010. It is necessary that Plaintiff's Rule 56(f) Motion for a Postponement of Hearing on Defendant's Motion for Summary Judgment be heard on a time shortened basis.

DATED this 19th day of May, 2010.

TROUT ♦ JONES ♦ GLEDHILL ♦ FUHRMAN ♦ GOURLEY, P.A.

By: 
Kim J. Trout
Attorneys for Plaintiff

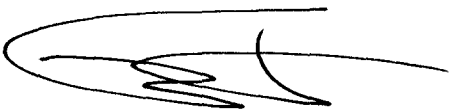
CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 19th day of May, 2010, a true and correct copy of the above and foregoing document was forwarded addressed as follows in the manner stated below:

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Boise, Idaho 83707-9518
Direct Facsimile: (208) 639-5609

Hand Delivered
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Kim J. Trout

MAY 20 2010

J. DAVID NAVARRO, Clerk
By INGA JOHNSON
DEPUTY

KIM J. TROUT, ISB #2468

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Attorneys for Plaintiff

RECEIVED
MAY 19 2010
ADA COUNTY

**IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA**

THE CITY OF MERIDIAN, an Idaho
Municipal Corporation,

Plaintiff,

v.

PETRA, INCORPORATED, an Idaho
Corporation,

Defendant.

Case No. CV OC 09-7257

**ORDER TO SHORTEN TIME FOR
HEARING ON PLAINTIFF'S RULE 56(f)
MOTION FOR A POSTPONEMENT OF
HEARING ON DEFENDANTS' MOTION
FOR SUMMARY JUDGMENT**

THIS COURT having reviewed Plaintiff's Motion for Order Shortening Time and good cause appearing therefore;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the time period set forth in Rule 6(d) of the Idaho Rules of Civil Procedure shall be shortened and Plaintiff shall be permitted to argue its Rule 56(f) Motion for a Postponement of Hearing on Defendants' Motion for Summary Judgment on Monday, May 24, 2010 at 2:30 p.m.

DATED this 20th day of May, 2010.

By: [Signature]
HONORABLE JUDGE WILPER

CLERK'S CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 20 day of May, 2010, a true and correct copy of the above and foregoing document was forwarded addressed as follows in the manner stated below:

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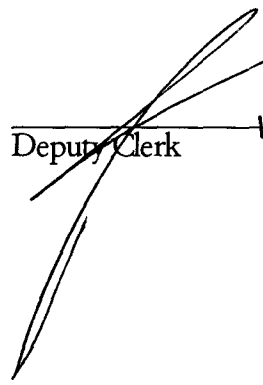
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Kim J. Trout
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J. DAVID NAVARRO
CLERK OF THE COURT


Deputy Clerk INGA JOHNSON

ORIGINAL

NO. 8:38 FILED
A.M. 8:38 P.M.

MAY 21 2010

J. DAVID NAVARRO, Clerk
By KATHY J. BIEHL
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mwhatcott@cosholaw.com; eklein@cosholaw.com

Attorneys for Defendant, Petra Incorporated

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF

THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

★ ★ ★ ★ ★

THE CITY OF MERIDIAN, an Idaho Municipal
Corporation,

Plaintiff,

vs.

PETRA INCORPORATED, an Idaho
corporation,

Defendant.

Case No. CV OC 0907257

**PETRA'S MEMORANDUM IN
OPPOSITION TO MERIDIAN'S RULE
56(f) MOTION FOR POSTPONEMENT
OF HEARING ON PETRA'S MOTION
FOR SUMMARY JUDGMENT**

Petra Incorporated ("Petra") submits this Memorandum In Opposition To Meridian's Rule 56(f) Motion For Postponement Of Hearing On Petra's Motion For Summary Judgment that is presently scheduled for June 7, 2010.

1. INTRODUCTION

Petra filed and served its motion for summary judgment on May 6, 2010 after more than a year of expensive and time-consuming litigation that has involved extensive discovery and depositions conducted by the City of Meridian (“Meridian” or “City”).¹ As of the date of this memorandum, Petra has incurred attorney fees of more than \$250,000 and litigation costs of more than \$87,700 in this case.²

Obviously, this litigation has been comprehensive. It is axiomatic that the longer this case goes on the more it will cost Petra, not only in money, but also in the non-productive time that Petra’s employees will have to spend dealing with the City’s claims. In addition, the continuing pendency of this case has caused Petra to lose several important opportunities to pursue new work because of the stigma associated with being a defendant in a lawsuit by the City.³

On March 30, 2010, Meridian filed a Motion for Leave to File First Amended Complaint and Add a Claim for Punitive Damages. This motion exacerbated an already intolerable situation. Regardless of how meritless, the City’s claims of oppressive, fraudulent, malicious and outrageous conduct carry with them a taint that is extremely difficult to dispel.

Recognizing the significance of the City’s punitive damages claims, Petra filed and served a comprehensive response within seven days in order to proceed expeditiously with the

¹ See Meridian’s Memorandum in Support of Plaintiff’s Motion for Leave to File First Amended Complaint, etc., in which Meridian states: “Through conducting extensive discovery and depositions in this case, the City has discovered facts that support the additional causes of action set forth in the First Amended Complaint, including the fraud claims that are plead with particularity.” See Memorandum at page 4.

² Affidavit of Thomas G. Walker dated May 20, 2010 at ¶ 4.

³ Affidavit of Jerald S. Frank dated May 20, 2010 at ¶ 6.

April 15, 2010 hearing set by Meridian. After receiving Petra's response, Meridian vacated the April 15, 2010 hearing and rescheduled it for April 22, 2010. Meridian then vacated the April 22, 2010 hearing date and, for the first time, noticed up an evidentiary hearing for April 29, 2010. It is likely that Meridian's counsel realized that the evidence submitted on April 1, 2010 in support of the City's motion for leave to add punitive damages was inadequate so he scheduled an evidentiary hearing in order to get a "second bite of the apple."

Petra then retained Lemley International on April 19, 2010, so that it could put on expert testimony ". . . that Petra exercised ordinary and reasonable care with the same degree of professional skill, diligence and judgment as is customary in this community among construction managers performing work for projects of a size, scope and complexity similar to the Project."⁴ The April 29 evidentiary hearing date was subsequently vacated and reset for June 14, 2010.

The trial in this case has been vacated twice. The original trial commencement date of February 17, 2010 was vacated and reset to September 1, 2010. The September 1, 2010 trial commencement date was vacated and reset for December 1, 2010.

2. FACTS, LAW AND ARGUMENT

2.1 Meridian's motion should be denied because the City has not met its burden under Rule 56(f).

Meridian seeks more time to respond to Petra's motion for summary judgment. The City's motion should be denied because it has not met its burden under Rule 56(f) of the Idaho Rules of Civil Procedure. In addition, Petra will be further prejudiced if the summary judgment

⁴ Affidavit of Thomas G. Walker dated May 20, 2010 at ¶ 9; Affidavit of Jack K. Lemley dated April 30, 2010 at ¶ 15.

proceedings are delayed. Obviously, delay by the City has been the rule rather than the exception in this case.

Meridian has had an adequate opportunity to address the matters raised in Petra's motion for summary judgment because, in addition to the extensive discovery in which it has engaged, the City presumably conducted a thorough investigation of the relevant facts and analysis of applicable law *before* filing its complaint last year on April 16, 2009.

More recently, on March 30, 2010, Theodore W. Baird, Jr., Meridian's Assistant City Attorney, claimed under oath that the City had discovered evidence that Petra engaged in oppressive, fraudulent, malicious or outrageous conduct that caused Meridian to seek leave to amend its complaint to add a claim for punitive damages. Surely, the City had garnered all of the relevant evidence it needed to support such a serious accusation.

Meridian's Rule 56(f) motion is based upon the following allegations:

- Petra did not timely disclose its experts, Jack K. Lemley and Richard K. Bauer.

This claim is without merit because –

- Petra was not required to disclose its testifying experts under the Court's second scheduling order until after Meridian disclosed its expert.⁵
- On April 20, 2010, Petra's counsel informed Mr. Trout by email that Petra would likely call an expert witness at the evidentiary hearing the City had scheduled on its

⁵ The Court's second scheduling order required Meridian to disclose its experts by April 28, 2010. The City disclosed Steven J. Amento as its expert in its April 19, 2010 Reply Memorandum in Support of Plaintiff's Motion for Leave to File First Amended Complaint.

motion to amend its complaint to add punitive damages.⁶ In spite of having this knowledge Mr. Trout did not ask to take the deposition of Petra's experts, either then, or at any time since Petra filed Mr. Lemley's affidavit on May 6, 2010.⁷

- Petra was not required to disclose its testifying experts under the Court's second scheduling order until June 16, 2010, 77 days prior to the September 1, 2010 trial date.⁸

- Petra did not retain Lemley International in any capacity until April 19, 2010.⁹ This retention was in response to Meridian's Motion for Leave to File First Amended Complaint and Add Claim for Punitive Damages Under Idaho Code § 6-1604.¹⁰ Petra met its obligations to seasonably supplement its discovery responses under I.R.C.P. 26(e)(1) because it disclosed its experts on May 6, 2010, just six days after receiving Mr. Lemley's expert opinion on April 30, 2010.¹¹

- The City also claims that it has not been able to complete the depositions of Gene Bennett and Tom Coughlin. Mr. Trout has conducted extensive and burdensome depositions of Messrs. Frank, Bennett and Coughlin.

- Mr. Trout deposed Mr. Frank on March 3, 2010.¹² The transcript of Mr. Frank's deposition runs 102 pages, and includes 11 exhibits, consisting of 244 pages.¹³

⁶ Affidavit of Kim J. Trout dated May 19, 2010 at ¶ 17 and Exhibit C thereto.

⁷ Affidavit of Thomas G. Walker dated May 20, 2010 at ¶ 13.

⁸ Affidavit of Thoms G. Walker dated May 20, 2010 at 12. Petra disclosed Messrs. Lemley and Bauer on May 6, 2010, nearly six weeks before the required disclosure date.

⁹ Affidavit of Thomas G. Walker dated May 20, 2010 at ¶ 10.

¹⁰ *Id.* at ¶ 11.

¹¹ *Id.* at ¶ 12.

¹² Affidavit of Kim J. Trout dated May 19, 2010 at ¶10.

¹³ Affidavit of Thomas G. Walker dated May 20, 2010 at ¶ 15 and Exhibit A thereto.

○ Mr. Trout deposed Mr. Bennett for three days on February 19 and April 20 and 21.¹⁴ The transcripts of Mr. Bennett's depositions run 566 pages, and include 59 exhibits, consisting of 1,655 pages.¹⁵

○ Mr. Trout began deposing Mr. Coughlin on February 26, 2010 and continued with Mr. Coughlin in a Rule 30(b)(6) deposition on March 4, 2010.¹⁶ The transcripts of Mr. Coughlin's depositions run 272 pages, and include 25 exhibits, consisting of 601 pages.¹⁷

No material relevant evidence has been developed by the City from these depositions. Additionally, Petra has produced over 53,000 pages of documents in response to the City's requests for production.¹⁸ Clearly, Mr. Trout has already engaged in a long and very expensive fishing expedition, which he now seeks to continue indefinitely.

After all of the foregoing, the best the City can do in support of its Rule 56(f) motion is represent to the Court that:

- "If granted the opportunity to depose Petra's expert(s), the City *anticipates* that it will discover information . . . that Mr. Lemley does not have the fundamental factual background for the opinions he expresses. . . ." ¹⁹ [Emphasis added.]
- There is a material difference between the terms "budget" and "cost estimate."²⁰

¹⁴ Affidavit of Kim J. Trout dated May 19, 2010 at ¶10.

¹⁵ Affidavit of Thomas G. Walker dated May 20, 2010 at ¶ 15 and Exhibits B and C thereto.

¹⁶ *Id.* at ¶ 19 and Exhibits D and E thereto.

¹⁷ Affidavit of Thomas G. Walker dated May 20, 2010 at ¶ 20 and Exhibits D and E thereto.

¹⁸ Affidavit of Thomas G. Walker dated April 28, 2010 in Support of Petra's Motion for Summary Judgment at ¶ 19.

¹⁹ Meridian's Memorandum in Support of Plaintiff's Rule 56(f) Motion at p. 6.

²⁰ *Id.* at p. 7

- The City never adopted a “budget” for the City Hall project.²¹
- “. . . the City *expects* that the continued depositions of Mr. Bennett and Mr.

Coughlin will demonstrate additional inconsistencies that undercut Petra’s Statement of Undisputed Material Facts and claims in this matter.”²² [Emphasis added.]

2.2 Standards Governing Motions Under Rule 56(f).

Idaho Rule of Civil Procedure 56(f) provides as follows:

Should it appear from the affidavits of a party opposing the motion that the party cannot for reasons stated present by affidavit facts essential to justify the party’s opposition, the court may refuse the application for judgment or may order a continuance to permit affidavits to be obtained or depositions to be taken or discovery to be had or may make such other order as is just.

The Idaho Supreme Court has made clear that, while a party may request the court for more time to respond to a pending motion for summary judgment, the “party must articulate that additional discovery is necessary and how it is relevant to responding to the pending motion.” *Jenkins v. Boise Cascade Corp.*, 141 Idaho 233, 239 108 P.3d 380, 386 (2005). The *Jenkins* Court explained that the party seeking Rule 56(f) relief must affirmatively demonstrate *why* he cannot respond:

It has been noted that a party who invokes the protection of Rule 56(f) must “do so in good faith *by affirmatively demonstrating why he cannot respond to a movant’s affidavits and how postponement of a ruling on the motion will enable him, by discovery or other means, to rebut the movant’s showing of the absence of a genuine issue of fact.*” *Allen v. Bridgestone/Firestone, Inc.*, 81 F.3d 793, 797 (8th Cir.1996). Further, in order to grant a motion for additional discovery before hearing a motion on summary judgment, the plaintiff has the burden of setting out “what further discovery would reveal that is essential do justify their opposition,”

²¹ *Id.*

²² *Id.* at p. 8.

making clear “*what information is sought and how it would preclude summary judgment.*” *Nicholas v. Wallenstein*, 266 F.3d 1083, 1088-89 (9th Cir.2001).

Jenkins, supra. (emphasis added). In *Jenkins*, the plaintiff’s attorney had filed a motion to vacate the summary judgment hearing, asserting he was not prepared to respond to the motion within the time allowed. The attorney filed an affidavit in support of his motion to vacate, generally stating that the Jenkins had served written discovery and notices of deposition, that he ***believed*** the discovery would produce additional documents and testimony supporting the Jenkins’ theories, and that he required the opportunity to use the responses and testimony in additional discovery in order to thoroughly respond to summary judgment. The district court denied the motion, finding that the attorney had failed to provide specific information in an affidavit as to what additional discovery was necessary and how it would be relevant to address the issues raised on summary judgment. The supreme court affirmed, stating that the attorney did not specify *what* discovery was needed to respond to the motion and did not set forth *how* the evidence he expected to obtain would be relevant to preclude summary judgment.

Rule 56(f) of the Federal Rules of Civil Procedure is substantially similar to the Rule 56(f) of the Idaho Rules of Civil Procedure, therefore the federal cases that discuss the rules are instructive. The party opposing summary judgment must demonstrate a need for further discovery in order to obtain facts essential to justify the party’s opposition. *Monarch Greenback, LLC v. Monticello Ins. Co.*, 118 F.Supp.2d 1068, 1081 (D.Idaho 1999). “In making a Rule 56(f) motion, a party opposing summary judgment ‘must make clear what information is sought and how it would preclude summary judgment.’” *Id.* “Thus, ‘[t]he burden is on the party seeking to

conduct additional discovery to proffer sufficient facts to show that the evidence sought exists, and that evidence would prevent summary judgment.” *Id.*

The United States District Court for the District of Idaho recently addressed Rule 56(f) in *O Bar Cattle Co. v. Owyhee Feeders, Inc.*, 2009 WL 3531096 (D.Idaho). In *O Bar Cattle*, as in this case, the parties had engaged lengthy discovery and numerous discovery disputes. The defendant moved for summary judgment and the plaintiff filed a motion under Rule 56(f) on the grounds that it had scheduled depositions to take place wherein plaintiff *anticipated* the depositions would lead to additional evidence in support of its opposition to the summary judgment motion; which is the same argument made by the City in this case.

The court explained that Rule 56(f) requires “(a) a timely application which (b) specifically identifies (c) relevant information, (d) where there is some basis for believing that the information sought actually exists.” *O Bar Cattle* at *2, citing *Sultana Resources, LLC v. Trio Gold Co.*, No. CV-06-625-BLW, 2007 WL 2993849, at *1 (D.Idaho Oct. 11, 2007)(quoting *Employers Teamsters Local Nos. 175 & 505 Pension Trust Fund v. Clorox Co.*, 353 F.3d 1125, 1129 (9th Cir.2004)).

Perhaps Mr. Trout will recall his unsuccessful Rule 56(f) motion in *Transcorp, Inc. v. Northland Ins. Co.*, 2008 WL 2857210 (D.Idaho). In that case, Mr. Trout sought to take the deposition of a witness after the deadline imposed by the court. United States District Court Judge B. Lynn Winmill stated in his opinion denying Mr. Trout’s Rule 56(f) motion –

Plaintiff [Mr. Trout’s client] has not specifically identified any relevant information it intends to obtain by deposing Mr. Alexander. In fact, other than two affidavits of counsel, where counsel assert that Mr. Alexander has made

‘conflicting prior statements ... as compared to his Affidavit,’ Plaintiff has not offered any explanation or proffer of facts to show that any relevant evidence sought exists.

Transcorp, Inc. v. Northland Ins. Co. at * 1.²³

Sounds familiar, doesn’t it? In this case Mr. Trout’s affidavit states: “Moreover, while I have deposed Mr. Bennett for three days, I have had little opportunity to depose him with respect to his affidavit and the exhibits referenced therein.”²⁴

Mr. Trout goes on to testify that –

Finishing the deposition of Mr. Bennett, the City *expects* to discover additional facts which are directly contradictory to the document filed with this Court titled ‘Petra’s Statement of Undisputed Material Facts In Support of Motion for Summary Judgment.’²⁵ [Emphasis added.]

* * *

This is but one example of Petra’s attempt to mislead the Court with it’s (sic) use of false terms like ‘budget’ and ‘change’, which the City *believes* will be made clear and which will be necessary for the Court to rule fairly on the Petra motion for summary judgment.²⁶ [Emphasis added.]

* * *

I *expect* that the deposition of Mr. Lemley and Mr. Bauer is vital to rebut Petra’s claims about their (sic) alleged performance. Specifically, I *anticipate* that we will discover that Mr. Lemley was presented with only a selected amount of facts and documents, and has not reviewed all the facts necessary to make an opinion.²⁷ [Emphasis added.]

“Mere hope that further evidence will develop prior to trial is insufficient.” *O Bar Cattle* at *2.

²³ A copy of Judge Winmill’s opinion is attached for the Court’s convenience.

²⁴ Affidavit of Kim J. Trout dated May 19, 2010 at ¶11.

²⁵ *Id.* at ¶13.

²⁶ *Id.* at ¶15.

²⁷ *Id.* at ¶19.

The *O Bar Cattle* court further explained that, “It is generally accepted in the Ninth Circuit that, where a summary judgment motion is filed early in the litigation and a party has not had a realistic opportunity to pursue discovery relating to its theory of the case, the court should freely grant a Rule 56(f) motion.” *Id.*, citing *Mangum v. Action Collection Serv., Inc.*, No. CV-05-507-BLW, 2006 WL 2224067, at *1 (D.Idaho Aug. 2, 2006). “Nevertheless, a district court does not abuse its discretion by denying a Rule 56(f) motion where the proposed discovery would be futile.” *Id.* The court considered, among other factors, the history between the parties, and the contentious discovery, and stated, “This is indeed not a case where the parties have not had a realistic opportunity to pursue discovery, nor was the Rule 56(f) motion raised early in the litigation.” *Id.* So too are the circumstances in this case.

In addition to the requirement that the additional requested discovery must not be futile, it must also be relevant to the summary judgment motion. In *St. Paul & Marine Ins. Co. v. Holland Realty, Inc.*, 2008 WL 938382 (D.Idaho), the court found that under defendant’s 56(f) motion it had met its first two hurdles, it submitted an affidavit stating the particular facts expected from further discovery and its contentions were not based on nonexistent evidence or pure speculation, however the court denied the motion for failure to meet the third hurdle and explained, “The party seeking a Rule 56(f) continuance ‘must show that it lacks the facts essential to resist the summary judgment motion.’” *St. Paul & Marine*, at *3. “Thus, a movant does not satisfy the Rule 56(f) requirement where the additional evidence is not relevant to oppose the motion for summary judgment.” *Id.* The court concluded that defendant’s request for discovery was not essential to resist the motion and therefore denied the Rule 56(f) motion.

2.3 The purpose of summary judgment is to determine whether there is a genuine need for trial.

The purpose of summary judgment is to determine whether there is a genuine need for a trial. “The very mission of the summary judgment procedure is to pierce the pleadings and to assess the proof in order to see whether there is a genuine need for trial.”²⁸ Courts and commentators have noted that summary judgment is the main vehicle for disposing of frivolous claims.²⁹ Only by forcing Meridian to show a reasonable factual basis for its claims can this Court insure that judicial resources are allocated appropriately. If the Court, as the fact finder in this case, can find only for Petra, a trial will be a pointless exercise, entailing unnecessary expenses for the judicial system and the parties.

Indeed, discovery in this case has been exceedingly burdensome and expensive. The City has abused the discovery process by requiring the production of thousands of pages of records that it already had and by engaging in unnecessarily long and tedious depositions from which it has gained little, if any, useful information.³⁰ It has become apparent that Meridian has used – and unless reined in – will continue to use discovery abuse as its principal strategy in this case. Given the ever upward spiraling costs in this case, the Court should require the City to face the summary judgment motion without delay and demonstrate that it has meritorious claims.

²⁸ FED. R. CIV. P. 56, advisory committee’s note to 1963 amendment.

²⁹ See, e.g., *Celotex Corp. v. Catrett*, 477 U.S. 317, 327 (1986); *Fontenot v. Upjohn Co.*, 780 F.2d 1190, 1196 (5th Cir. 1986)(“The function of intercepting factually insufficient claims is now assigned to the summary judgment.”); *Blackhawk Heating & Plumbing Co. v. Driver*, 433 F.2d 1137, 1141 (D.C. Cir. 1970)(noting that rule 56 serves “admirably to eliminate . . . frivolous lawsuits”); 10 C. WRIGHT, A. MILLER & M. KANE, *FEDERAL PRACTICE AND PROCEDURE* § 2712, at 579 (2d ed. 1983) (claiming that summary judgment “is well adapted to expose sham claims and defenses”).

³⁰ Walker Affidavit dated May 20, 2010 at ¶ 14 and Exhibits A - E thereto.

2.4 The Court should preclude Meridian from the continuing prosecution of its factually groundless claims.

One of the major difficulties Petra has faced in this case is finding out just what the City thinks Petra did wrong. Despite Petra's attempts to discover the acts or omissions it may be guilty of, the City has only provided innuendo and conclusory statements. The City has studiously avoided answering the questions: WHO? WHAT? WHEN? WHERE? WHY? HOW?

Without specific answers to these questions, determining what the City's claims are is like chasing a ghost. As we pointed out in Petra's prior briefing, the Minnesota Court in *Berczyk v. Emerson Tool Co.*, 291 F.Supp.2d 1004 (D.Minn. 2003) stated:

Of course, we are mindful that, with snippets from one document, when appended to another, some apparitions seem vaguely visible, but we must be presented, here, not with nebulous shadows, but with a requisite showing. . . ” *Id.* at 1013.

There is no evidence that Petra misrepresented the cost of the Project since the \$12.2 million amount came from the City and was immediately challenged by Petra. Nor is there evidence that Petra misrepresented the schedule of the Project. In fact, Paragraph 7 of the Construction Management Agreement provides for “an equitable adjustment in the Schedule of Performance. . .” if there was a significant change to the Project, including, but not limited to size, quality, complexity.

In addition, with regard to scheduling, the Project was delayed for months because of the discovery of contaminated soils and materials on the site. These problems were not discovered until after the Construction Management Agreement was signed on August 1, 2006. Notably, the

City did not disclose the presence of site contamination to Petra prior to its execution of the Construction Management Agreement.

At all times during the course of the Project, there were regularly conducted meetings between Petra and City personnel – including the Mayor’s Building Committee meetings and City Council Meetings – Petra kept the City informed regarding the schedule slippage due to contaminated soils. Petra fully informed Meridian of all changes in the Project during weekly, bi-weekly and monthly status meetings held throughout the Project period and the City approved all changes.

During construction Lombard-Conrad and the engineers hired by the City conducted periodic site inspections and produced site inspection reports. Lombard-Conrad’s contract also included a duty of inspection and they signed off on the Project. In addition, Lombard-Conrad certified that “. . . 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.”

Heery International, Inc., the commissioning agent hired by the City, conducted periodic onsite inspections and signed off on the Project.

Continuously throughout the construction Project, Petra coordinated with City Inspectors and with Materials Testing & Inspection (“MTI”) to insure that special inspections were performed as required. MTI produced and submitted inspection reports for steel, concrete, soil compaction and masonry attesting that the work met specifications.

Finally, the City's building inspectors issued occupancy permits. As noted in the cases cited in Petra's prior briefing, the act of final acceptance of the work carries with it significant ramifications, including full transfer of risk of loss to the owner.

Meridian's "we didn't know what was going on" claims are completely refuted by the written reports, minutes, audio and voice recordings, budgets, bids and other documents that were exchanged between Petra and Meridian on a weekly, bi-weekly (every other Monday morning) and monthly (the first Tuesday of every month) basis. All changes to the Project design and budget were reviewed by Meridian's representatives numerous times during the Mayor's Building Committee meetings. The design, cost estimates and budget for the Project were also reviewed during the monthly City Council meetings. Meridian consistently directed Petra and Lombard-Conrad to proceed with the design and budget as reviewed and approved.

Given the numerous meetings of the Mayor's Building Committee, as well as the City Council Meetings dealing with even minor Project details, Meridian's claims in the original Complaint and proposed First Amended Complaint are completely without merit. It is undisputed that Meridian received all cost estimates and approved all budgets and bids and that – in consultation with its own City Attorneys – it awarded and entered into contracts with each of the manufacturers, vendors, contractors and subcontractors who provided labor and/or materials to the Project.

To Petra's dismay, the affidavit by Theodore W. Baird, Jr. submitted in support of the City's motion for leave to amend does not add any material facts to the conclusory allegations contained in the City's complaint and proposed first amended complaint.

Finally, although the Court has discretion to grant the City's motion, the Court should deny the motion to vacate the June 7, 2010 hearing because Rule 56(f) is not intended to facilitate the continuing prosecution of factually groundless claims. Meridian should not be allowed to persist in shielding its frivolous claims from dismissal, thus allowing it to further its goal of making it so unpleasant and expensive, that Petra will simply walk away from the money the City owes Petra under the Construction Management Agreement.³¹

It's now time for Meridian to place its evidence before this Court. Any further delay is unjustified.

2.5 Meridian mischaracterizes Local Rule 8.1.

Meridian claims that Petra's summary judgment submittals violate Local Rule 8.1 because the motion, memorandum, statement of undisputed facts, affidavits and exhibits exceed 25 pages. Meridian argues "Notably, the page limitations within the Fourth Judicial District's Local Rules and the time limitation within the Idaho Rules of Civil Procedure further indicate that a party, given 14 days to respond to a motion for summary judgment, is typically responding to legal argument and documentation that does not exceed 25 pages."³²

Local Rule 8.1 provides in relevant part: "Unless ordered otherwise by the court, each motion and response to such motion . . . must be accompanied by a separate memorandum, not to exceed twenty-five (25) pages, containing all of the reasons and points and authorities relied upon by the moving party." Obviously, the 25 page limitation applies only to the memorandum.

³¹ Affidavit of Jerald S. Frank dated April 7, 2010 at ¶ 12.

³² Meridian's Memorandum in Support of Plaintiff's Rule 56(f) Motion at p. 9.

In any event, considering all of the investigation, discovery and analysis that has occurred in this case, the imposition of a 14-day time limitation for a response is not onerous.

2.6 Meridian's counsel has a duty to manage his time so as not to prejudice the City or Petra.

Meridian's counsel has a duty to manage his time so as not to prejudice the City or Petra. Rule 1.3 of the Idaho Rules of Professional Conduct requires a lawyer to control his workload so that each matter can be handled competently. The City sought vacation of the September 1, 2010 trial date because of a conflict with another case involving the City of McCall that had been pending since 2005. Mr. Trout did not provide the Court with any explanation regarding why the City of McCall case had been delayed for five years. Regardless, Petra should not be prejudiced by a delay in the Court hearing its motion for summary judgment just because Meridian's counsel has not been diligent in his pursuit of discovery in the McCall case.

3. CONCLUSION

Considering the foregoing and the extensive record in this case Petra requests that this Court deny the Meridian's Rule 56(f) motion, and require Meridian to respond to Petra's motion for summary judgment forthwith.

COSHO HUMPHREY, LLP

DATED: May 21, 2010.

By: 

THOMAS G. WALKER

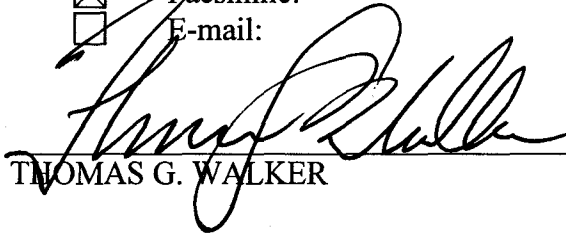
Attorneys for Defendant/Counterclaimant

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on 21st day of May 2010, a true and correct copy of the within
and foregoing document was served upon:

Kim J. Trout, Esq.
Trout Jones Gledhill Fuhrman, P.A.
225 North 9th Street, Suite 820
P.O. Box 1097
Boise, Idaho 83701

<input type="checkbox"/>	U.S. Mail
<input type="checkbox"/>	Hand Delivery
<input type="checkbox"/>	Overnight Courier
<input checked="" type="checkbox"/>	Facsimile:
<input type="checkbox"/>	E-mail:



THOMAS G. WALKER

Not Reported in F.Supp.2d, 2008 WL 2857210 (D.Idaho)
(Cite as: 2008 WL 2857210 (D.Idaho))

HOnly the Westlaw citation is currently available.

United States District Court,
D. Idaho.
TRANSCORP, INC., Plaintiff,
v.
NORTHLAND INSURANCE CO., Defendant.
No. CV-07-453-S-BLW.

July 23, 2008.

Kim J. Trout, Trout Jones Gledhill Fuhrman, P.A.,
Boise, ID, for Plaintiff.

Neil D. McFeeley, Eberle Berlin Kading Turnbow &
McKlveen, Chartered, Boise, ID, for Defendant.

MEMORANDUM DECISION AND ORDER

B. LYNN WINMILL, Chief Judge.

INTRODUCTION

*1 The Court has before it Plaintiff's Rule 56(f) Motion for Postponement of Hearing on Summary Judgment (Docket No. 27). For the reasons explained below, the Court will deny the motion.

ANALYSIS

I. Rule 56(f) Motion

The Court may postpone deciding a motion for summary judgment in order to give the nonmoving party more time to gather evidence. *Fed.R.Civ.P. 56(f)*. Rule 56(f) requires “ ‘(a) a timely application which (b) specifically identifies (c) relevant information, (d) where there is some basis for believing that the information sought actually exists.’ ” *Employers Teamsters Local Nos. 175 & 505 Pension Trust Fund v. Clorox Co.*, 353 F.3d 1125, 1129 (9th Cir.2004) (quoting *VISA Int'l Serv. Ass'n v. Bankcard Holders of Am.*, 784 F.2d 1472, 1475 (9th Cir.1986)). The burden is on the party submitting the 56(f) motion to proffer sufficient facts to show that the evidence sought exists, and that such evidence would prevent summary

judgment. *See Id. at 1129-30*. “The district court does not abuse its discretion by denying further discovery if the movant has failed diligently to pursue discovery in the past....” *Id. at 30* (internal quotation and citation omitted).

Here, Plaintiff acknowledges that although it was given an opportunity to depose Tony Alexander, Plaintiff determined that, based on its legal theories of the case, Plaintiff did not need to depose Mr. Alexander. After the discovery cutoff date, and upon receiving Defendant's motion for summary judgment, Plaintiff has now changed its mind. Plaintiff contends that Mr. Alexander made prior statements which conflict with his affidavit in support of summary judgment, apparently making the date of the loss of a 2005 Freightliner Tractor a determinative issue in this case.

Plaintiff has not specifically identified any relevant information it intends to obtain by deposing Mr. Alexander. In fact, other than two affidavits of counsel, where counsel assert that Mr. Alexander has made “conflicting prior statements ... as compared to his Affidavit,” Plaintiff has not offered any explanation or proffer of facts to show that any relevant evidence sought exists. (See *Graham Aff.*, ¶ 6). In fact, Plaintiff failed to even file a memorandum in support of their motion explaining their arguments. Moreover, Plaintiff's decision not to depose Mr. Alexander until after the discovery cutoff date, and after Defendant filed its motion for summary judgment, suggests a lack of diligence in pursuing discovery in the past. Plaintiff had a full opportunity to flesh out Defendant's legal theories during discovery, but simply chose not to do so. Thus, Plaintiff's motion is untimely.

Accordingly, the Court will deny the motion.

ORDER

NOW THEREFORE IT IS HEREBY ORDERED that Plaintiff's Rule 56(f) Motion for Postponement of Hearing on Summary Judgment (Docket No. 27) shall be, and the same is hereby, DENIED.

D.Idaho,2008.
Transcorp, Inc. v. Northland Ins. Co.

Not Reported in F.Supp.2d, 2008 WL 2857210 (D.Idaho)
(Cite as: 2008 WL 2857210 (D.Idaho))

Not Reported in F.Supp.2d, 2008 WL 2857210
(D.Idaho)

END OF DOCUMENT

NO. 8:38 FILED
A.M. P.M.

MAY 21 2010

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IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF

THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

★★★★★★

THE CITY OF MERIDIAN, an Idaho
Municipal Corporation,

Plaintiff/Counterdefendant,

VS.

PETRA INCORPORATED, an Idaho
corporation,

Defendant/Counterclaimant.

Case No. CV OC 0907257

**AFFIDAVIT OF THOMAS G. WALKER
DATED MAY 20, 2010 IN OPPOSITION
TO MERIDIAN'S RULE 56(f) MOTION
FOR POSTPONEMENT OF HEARING ON
PETRA'S MOTION FOR SUMMARY
JUDGMENT**

STATE OF IDAHO)
) ss.
County of Ada)

I, THOMAS G. WALKER, being first duly sworn upon oath, depose and state:

1. I am one of the attorneys of record for the Defendant/Counterclaimant, Petra Incorporated ("Petra"), in the above entitled action and I make this affidavit based on my own personal knowledge of the facts set forth herein.

2. I submit this affidavit in support of Petra's Opposition to Meridian's Rule 56(f) Motion for Postponement of Hearing on Petra's Motion for Summary Judgment.

3. I am one of the custodians of records of Cosho Humphrey, LLP, which include memoranda, legal documents, reports, correspondence, emails, records, research and data compilations, in various forms that are kept in the course of Cosho Humphrey, LLP's regularly conducted business activity, and which are made and maintained as the regular practice of Cosho Humphrey, LLP.

4. As of the date of this memorandum Petra Incorporated has incurred attorney fees of more than \$250,000 and litigation costs of more than \$87,700 in this case.

5. On March 30, 2010, Meridian filed a Motion for Leave to File First Amended Complaint and Add a Claim for Punitive Damages.

6. Petra filed and served a comprehensive response within seven days in order to proceed expeditiously with the April 15, 2010 hearing set by Meridian.

7. After receiving Petra's response, Meridian vacated the April 15, 2010 hearing and rescheduled it for April 22, 2010.

8. Meridian then vacated the April 22, 2010 hearing date and, for the first time, noticed up an evidentiary hearing for April 29, 2010.

9. Petra retained Lemley International on April 19, 2010 so that it could put on expert testimony that “that Petra exercised ordinary and reasonable care with the same degree of professional skill, diligence and judgment as is customary in this community among construction managers performing work for projects of a size, scope and complexity similar to the Project.

10. Petra did not retain Lemley International in any capacity until April 19, 2010.

11. This retention was in response to Meridian’s Motion for Leave to File First Amended Complaint and Add Claim for Punitive Damages Under Idaho Code § 6-1604.

12. Petra met its obligations to seasonably supplement its discovery responses under I.R.C.P. 26(e)(1) because it disclosed its experts on May 6, 2010, just six days after receiving Mr. Lemley’s expert opinion on April 30, 2010.

13. In spite of having this knowledge Mr. Trout did not ask to take the deposition of Petra’s experts, either then, or at any time since Petra filed Mr. Lemley’s affidavit on May 6, 2010.

14. Discovery in this case has been exceedingly burdensome and expensive. The City has abused the discovery process by requiring the production of thousands of pages of records that it already had and by engaging in unnecessarily long and tedious depositions from which it has gained little, if any, useful information.

15. The transcript of Mr. Frank’s deposition runs 102 pages, and includes 11 exhibits, consisting of 244 pages.

16. Attached hereto as Exhibit A is a true and correct copy of relevant pages of the deposition of Jerry Frank taken March 3, 2010.

17. The transcripts of Mr. Bennett's depositions run 566 pages, and include 59 exhibits, consisting of 1,655 pages.

18. Attached hereto as Exhibits B and C are true and correct copies of relevant pages of the depositions of Eugene Bennett, taken February 19, 2010, April 20, 2010 and April 21, 2010.

19. Mr. Trout began deposing Mr. Coughlin on February 26, 2010 and continued with Mr. Coughlin in a Rule 30(b)(6) deposition on March 4, 2010.

20. The transcripts of Mr. Coughlin's depositions run 272 pages, and include 25 exhibits, consisting of 601 pages.

21. Attached hereto as Exhibits D and E are true and correct copies of relevant pages of the depositions of Thomas R. Coughlin taken February 26, 2010 and March 4, 2010.

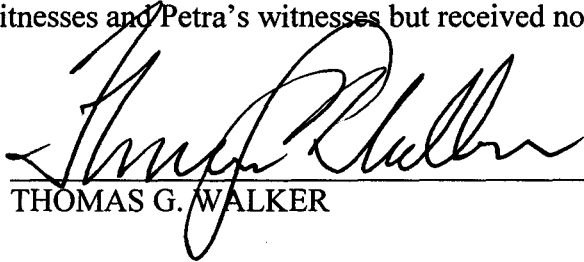
22. Attached hereto as Exhibit F is a true and correct copy of an April 15, 2010 email sent at 7:42 a.m. from Kim Trout to me vacating the continued deposition of Thomas Coughlin scheduled to commence at 9:00 a.m. that morning.

23. Attached hereto as Exhibit G is a true and correct copy of an email dated April 20, 2010 from me to Kim Trout regarding the scheduling of the hearing on Meridian's Motion for Leave to File First Amended Complaint and requesting available dates for continuing the depositions of Meridian's witnesses.

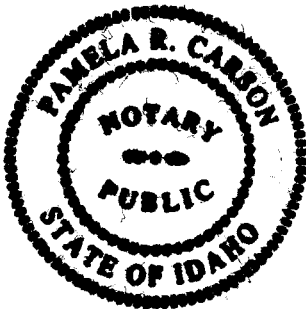
24. Attached hereto as Exhibit H is a true and correct copy of an email exchange dated April 30, 2010 between me and Mr. Trout's office regarding deposition scheduling.

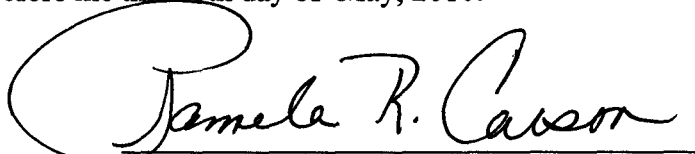
25. We obtained available dates from Mr. Bennett and Mr. Coughlin for their continued depositions.

26. My office attempted to contact Mr. Trout's assistant by telephone to coordinate the rescheduling of the depositions of Meridian's witnesses and Petra's witnesses but received no response.


THOMAS G. WALKER

SUBSCRIBED AND SWORN to before me this 20th day of May, 2010.



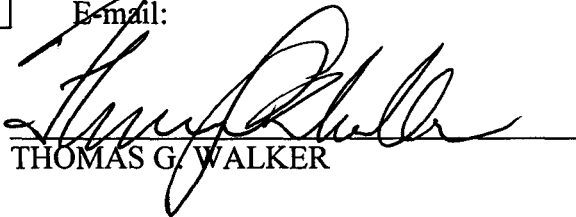

Notary Public for Idaho
Residing at Eagle, Idaho
My commission expires: March 31, 2016.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY That on the 21st day of May, 2010, a true and correct copy of the
within and foregoing document was served upon:

Kim J. Trout, Esq.
Trout Jones Gledhill Fuhrman, P.A.
225 North 9th Street, Suite 820
P.O. Box 1097
Boise, Idaho 83701

☐ U.S. Mail
☐ Hand Delivery
☐ Overnight Courier
☒ Facsimile
☐ E-mail:


THOMAS G. WALKER

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

THE CITY OF MERIDIAN, an Idaho)
Municipal Corporation,)

) Case No. CV OC 09-7257

)
) Plaintiff,)

)
) v.)

)
) PETRA, INCORPORATED, an Idaho)
Corporation,)

)
) Defendant.)
)

DEPOSITION OF JERRY FRANK

March 3, 2010

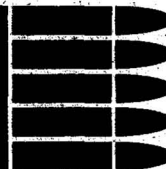
Boise, Idaho

Reported By:

Janet French, CSR #946, RPR

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**ASSOCIATED
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EXHIBIT

"A"

003682

I N D E X
E X A M I N A T I O N

JERRY FRANK	PAGE
By: Mr. Trout	4

E X H I B I T S

NO.		
29.	Amended Notice of Taking Deposition of Jerry Frank (3 pages)	6
30.	Petra's statement of qualifications to the City of Meridian Selection Committee for the Meridian City Hall Project CM094372-94477 (105 pages)	19
2.	Construction Management Agreement for the City Hall Project CM002683-711 (29 pages)	30
31.	2/12/07 Meeting minutes for the Meridian City Hall Project Petra94425-26 (2 pages)	43
6.	1/22/07 Spreadsheet CM088797-8800 (4 pages)	48
7.	Project Cost Spreadsheet 1/15/07 CM088801 (1 page)	49
8.	Project Cost Spreadsheet 2/12/07 CM018484 (1 page)	50
10.	Project Cost Summary 1/15-7/12/07 CM024235 (1 page)	50
32.	Scott Trepagnier's timecard 8/25/07 Petra 93403 (1 page)	79
13.	Petra's Answer to Complaint and First Amended Counterclaim (21 pages)	83
27.	Petra's 8/21/09 Response to the City of Meridian's First Set of Interrogatories (76 pages)	101

DEPOSITION OF JERRY FRANK

BE IT REMEMBERED that the deposition of JERRY FRANK was taken by the Plaintiff at the offices of Trout Jones Gledhill Fuhrman, P.A., located at 225 North 9th Street, Suite 820, Boise, Idaho, before Associated Reporting, Inc., by Janet French, a Court Reporter and Notary Public in and for the County of Ada, State of Idaho, on Wednesday, the 3rd day of March, 2010, commencing at the hour of 9:30 a.m. in the above-entitled matter.

APPEARANCES:

For the Plaintiff: TROUT JONES GLEDHILL FUHRMAN, P.A.
By: Kim J. Trout, Esq.
225 North 9th Street, Suite 820
Post Office Box 1097
Boise, Idaho 83701
Telephone: (208) 331-1170
Facsimile: (208) 331-1529
ktrout@idalaw.com

For the Defendant: COSHO HUMPHREY, LLP
By: Thomas G. Walker, Esq.
800 Park Blvd., Suite 790
Post Office Box 9518
Boise, Idaho 83707-9518
Telephone: (208) 344-7811
Facsimile: (208) 338-3290
twalker@cosholaw.com

Also Present: Richard Kluckhohn

<p>1 Q. Okay. With respect to the Meridian City 2 Hall Project, did Petra have any kind of written 3 policy in place with respect to the purchase of 4 equipment for which it would ask the City of Meridian 5 to pay the cost of? 6 A. A written contract? 7 Q. No. A written policy. 8 A. A written policy? 9 Q. Uh-huh. 10 A. No. 11 Q. Did you have any written contract with 12 respect to that issue? 13 A. There should have been a general conditions 14 and a reimbursable expense associated with the 15 contract, yes. 16 Q. What does the term "general conditions" mean 17 to you as it relates to the Meridian City Hall 18 Project? 19 A. It would be the expenses on site as well as 20 the management for the project. 21 Q. When you say, "the expenses on site as well 22 as the management," are these costs for expenses and 23 management that would be paid to Petra for its 24 services under the category, general conditions? 25 A. There would be a defined list.</p> <p style="text-align: right;">Page 100</p>	<p>1 Q. And would the principal person upon which 2 you relied for the answers contained in this discovery 3 be Mr. Bennett? 4 A. Yes, sir. 5 MR. TROUT: That's all I have, sir. 6 MR. WALKER: No questions. 7 8 (The deposition concluded at 2:12 p.m.) 9 (Signature requested.) 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25</p> <p style="text-align: right;">Page 102</p>
<p>1 Q. Okay. At any time during the course of the 2 Meridian City Hall Project or after the completion of 3 the structure itself, have you ever had an occasion to 4 review on an item by item basis any of the general 5 condition charges asserted by Petra? 6 A. No, sir. 7 Q. Have you ever looked at it at all? 8 A. No. 9 Q. All right. Sir, if you could, turn to 10 Exhibit No. 27. 11 A. I don't know if I have that. 12 Q. We have another book. 13 A. Volume II. Okay. 14 Q. Turning your attention, I believe, to the -- 15 either the last page or the next to last page of that 16 exhibit. 17 A. Okay. 18 Q. This contains verification with your 19 signature; is that correct? 20 A. Yes. 21 Q. Would I be correct that the discovery 22 answers that were provided in this exhibit and your 23 verification of them was based on your reliance upon 24 others and not your personal knowledge? 25 A. Yes, sir.</p> <p style="text-align: right;">Page 101</p>	

REPORTER'S CERTIFICATE

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

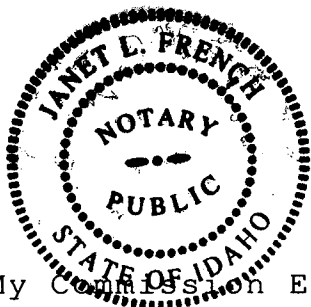
I, JANET FRENCH, Certified Shorthand Reporter and
Notary Public in and for the State of Idaho, do hereby
certify:

That prior to being examined, the witness named
in the foregoing deposition was by me duly sworn to
testify to the truth, the whole truth, and nothing but
the truth;

That said deposition was taken down by me in
shorthand at the time and place therein named and
thereafter reduced to typewriting under my direction,
and that the foregoing transcript contains a full,
true and verbatim record of said deposition.

I further certify that I have no interest in the
event of this action.

WITNESS my hand and seal this 11th day of
March, 2010.



Janet French
JANET FRENCH,
CSR, RPR and Notary
Public in and for the
State of Idaho.

My Commission Expires: 10-28-2010

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

THE CITY OF MERIDIAN, an Idaho
Municipal Corporation,

Plaintiff,

v.

PETRA, INCORPORATED, an Idaho
Corporation,

Defendant.

Case No. CV OC 09-7257

VIDEOTAPED DEPOSITION OF GENE BENNETT

February 19, 2010

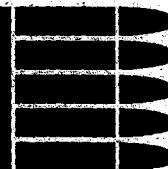
Boise, Idaho

Reported By:

Janet French, CSR #946, RPR

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EXHIBIT

"B"

VIDEOTAPED DEPOSITION OF GENE BENNETT

BE IT REMEMBERED that the videotaped deposition of GENE BENNETT was taken by the Plaintiff at the offices of Associated Reporting, Inc., located at 1618 West Jefferson Street, Boise, Idaho, before Associated Reporting, Inc., by Janet French, a Court Reporter and Notary Public in and for the County of Ada, State of Idaho, on Friday, the 19th day of February, 2010, commencing at the hour of 9:30 a.m. in the above-entitled matter.

APPEARANCES:

For the Plaintiff: TROUT JONES GLEDHILL FUHRMAN, P.A.
By: Kim J. Trout, Esq.
225 North 9th Street, Suite 820
Post Office Box 1097
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Telephone: (208) 331-1170
Facsimile: (208) 331-1529
ktrout@idalaw.com

For the Defendant: COSHO HUMPHREY, LLP
By: Erika Klein, Esq.
800 Park Blvd., Suite 790
Post Office Box 9518
Boise, Idaho 83707-9518
Telephone: (208) 344-7811
Facsimile: (208) 338-3290
eklein@cosholaw.com

Also Present: Richard Kluckhohn
Pamela Leaton (videographer)

I N D E X
E X A M I N A T I O N

GENE BENNETT	PAGE
By: Mr. Trout	6

E X H I B I T S

NO.		
1.	Notice of Deposition of Gene Bennett (3 pages)	5
2.	Construction Management Agreement for the City Hall Project CM002683-711 (29 pages)	54
3.	Meridian City Hall Project Building Program CM002832-49 (18 pages)	71
4.	Meridian City Hall Master Production Schedule CM073924-25 (2 pages)	73
5.	Meridian City Hall Construction Management Plan Index CM016908-17100 (67 pages)	89
6.	1/22/07 Spreadsheet CM088797-8800 (4 pages)	119
7.	Project Cost Spreadsheet 1/15/07 CM088801 (1 page)	122
8.	Project Cost Spreadsheet 2/12/07 CM018484 (1 page)	125
9.	Building Budget Variance 4/28/07 Petra50147 (4 pages)	130

E X H I B I T S (Continued)

NO.		PAGE
10.	Project Cost Summary 1/15-7/12/07 CM024235 (1 page)	131
11.	Petra's Response to the City of Meridian's Second Set of Interrogatories, Requests for Production of Documents and Requests for Admission (38 pages)	140
12.	Contract Change Order #2 CM002723 (1 page)	146
13.	Petra's Answer to Complaint and First Amended Counterclaim (21 pages)	149
14.	1/15/07 letter Re: Notice of Intent to submit formal Change Order Request (1 page)	150
15.	3/16/09 letter Re: Petra, Incorporated - Claim under Change Order #2 Petra63724 (1 page)	151
16.	4/18/08 E-mail from Gene Bennett to Keith Watts CM012385-86 (2 pages)	152
17.	Document G702 Application and Certificate for Payment CM001532-732 (101 pages)	158
18.	Document G702 Application and Certificate for Payment Petra57785-58112 (164 pages)	189
19.	Pac-West Interiors, Inc. 2/19/08 Requested Extra Pricing CM001618 (1 page)	191
20.	Pac-West Interiors, Inc. 2/19/08 Requested Extra Pricing Petra57872 (1 page)	192
21.	MJ's Backhoe & Excavation, Inc., Change Order 1/13/08 CM00170 (1 page)	199
22.	MJ's Backhoe & Excavation, Inc., Change Order 1/13/08 Petra57895 (1 page)	199

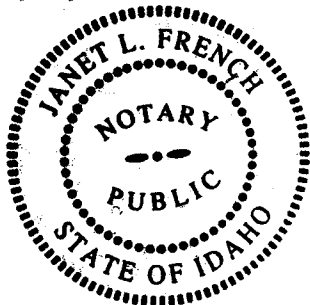
1 to our personal business, and we'll reconvene at a
2 time that will hopefully be convenient to you and your
3 counsel.
4 THE WITNESS: Okay.
5 MR. TROUT: We'll go off the record.
6 THE VIDEOGRAPHER: Off the record at 4:50 p.m.
7
8 (The deposition adjourned at 4:50 p.m.)
9 (Signature requested.)
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Page 201

54 (Page 201)

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

March, 2010.



003692

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

THE CITY OF MERIDIAN, an Idaho)
Municipal Corporation,)

) Case No. CV OC 09-7257

)
) Plaintiff,)

)
) v.)

)
) PETRA, INCORPORATED, an Idaho)
Corporation,)

) Volume II

)
) Defendant.)
)

CONTINUED DEPOSITION OF EUGENE BENNETT

April 20 and 21, 2010

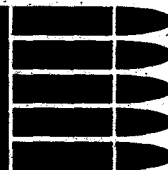
Boise, Idaho

Reported By:

Janet French, CSR #946, RPR

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EXHIBIT

"C"

003693

DEPOSITION OF EUGENE BENNETT

BE IT REMEMBERED that the deposition of EUGENE BENNETT was taken by the Plaintiff at the offices of Trout Jones Gledhill Fuhrman, P.A., located at 225 North 9th Street, Suite 820, Boise, Idaho, before Associated Reporting, Inc., by Janet French, a Court Reporter and Notary Public in and for the County of Ada, State of Idaho, on Tuesday and Wednesday, the 20th and 21st days of April, 2010, commencing at the hour of 9:00 a.m. in the above-entitled matter.

APPEARANCES:

For the Plaintiff: TROUT JONES GLEDHILL FUHRMAN, P.A.
By: Kim J. Trout, Esq.
225 North 9th Street, Suite 820
Post Office Box 1097
Boise, Idaho 83701
Telephone: (208) 331-1170
Facsimile: (208) 331-1529
ktrout@idalaw.com

For the Defendant: COSHO HUMPHREY, LLP
By: Thomas G. Walker, Esq.
800 Park Blvd., Suite 790
Post Office Box 9518
Boise, Idaho 83707-9518
Telephone: (208) 344-7811
Facsimile: (208) 338-3290
twalker@cosholaw.com

Also Present: Richard Kluckhohn

I N D E X
E X A M I N A T I O N

EUGENE BENNETT	PAGE
By: Mr. Trout	210

E X H I B I T S

NO.		
48.	Notice of Continued Deposition of Eugene Bennett (2 pages)	210
49.	Affidavit of Eugene Bennett dated 4/7/10 (19 pages)	211
50.	Meridian City Hall Cold Shell & Core Package Volume 1 - Phase II Technical Specifications (2 pages)	229
51.	Meridian City Hall Cold Shell & Core Package Volume 2 - Phase II Bidding/General Conditions (2 pages)	239
52.	8/28/08 One-Year Warranty from Rule Steel for the Meridian City Hall (1 page)	255
53.	Application for Payment #23 9/30/28 for the Meridian City Hall CM002591-2636 (46 pages)	290
54.	Meridian City Hall Plumbing Details P5.0 plan (1 page)	317
55.	Letter from Pat Kershisnik to Frank Lee 7/31/06 Re: Scenario One CM011819 (1 page)	324
56.	Project Cost Spreadsheet Meridian City Hall 1/15/07 CM088801 (1 page)	347

E X H I B I T S (Continued)

NO.		PAGE
57.	Transmittal No. 00242 from Wes Bettis to Keith Watts Construction Management Plan update PETRA93105-28 (24 pages)	412
58.	Application for Payment #23 9/30/28 for the Meridian City Hall PETRA55942-56228 (287 pages)	462
59.	Document G702-1992 Revised Application for Certificate for Payment #23 9/30/08 CM002482 (1 page)	463
60.	Document G702-1992 Application for Certificate for Payment #1 11/27/06 CM000832-38 (7 pages)	470
61.	Document G702-1992 Application for Certificate for Payment #2 12/22/06 CM000839-46 (8 pages)	471
62.	Document G702-1992 Application for Certificate for Payment #3 1/25/07 PETRA59502-07 (6 pages)	473
63.	Document G702-1992 Application for Certificate for Payment #6 4/30/07 CM000865-91 (27 pages)	474
64.	Document G702-1992 Application for Certificate for Payment #7 5/31/07 CM000892-917 (26 pages)	474
65.	Document G702-1992 Application for Certificate for Payment #9 7/31/07 CM000943-89 (47 pages)	477
66.	Document G702-1992 Application for Certificate for Payment #10 8/31/07 CM000990-1076 (86 pages)	478
67.	Document G702-1992 Application for Certificate for Payment #12 10/31/07 CM001112-74 (63 pages)	478

E X H I B I T S (Continued)

NO.		PAGE
68.	Document G702-1992 Application for Certificate for Payment #13 11/30/07 CM001176-1229 (54 pages)	479
69.	Document G702-1992 Application for Certificate for Payment #14 12/31/07 CM001230-79 (50 pages)	480
70.	Document G702-1992 Application for Certificate for Payment #15 1/31/08 CM001280-1375 (96 pages)	480
71.	Thomas R. Coughlin's Time Card 8/30/08 CM002639 (1 page)	481
72.	Pat Child's Time Card 9/13/08 CM002652 (1 page)	484
73.	Jack Vaughan's Time Card 9/20/08 CM002654 (1 page)	487
74.	Adam Johnson's Time Card 5/24/08 CM002159 (1 page)	487
75.	Andrew Brown's Time Card 5/31/08 CM002086 (1 page)	490
76.	Laura Welch's Time Card 6/7/08 CM002167 (1 page)	491
77.	Transmittal No. 00445 from Wes Bettis to Will Berg Cor No. 1 CM FEE on Contaminated Soil Removal with supporting documentation CM002712-22 (11 pages)	504
78.	8/28/07 Meridian City Hall spreadsheet documenting "Included in Budgets" PETRA50116 (1 page)	512
79.	Document G702-1992 Revised Application for Certificate for Payment #30 4/30/09 *Partial Bates Nos. PETRA91551-61 (36 pages)	516

E X H I B I T S (Continued)

NO.		PAGE
80.	2/29/08 Meridian City Hall spreadsheet documenting "Included in Budgets" PETRA50038-39 (2 pages)	517
81.	Multiple Meeting Minutes from the City Purchaser Meetings PETRA non sequentially Bates stamped (99 pages)	523
82.	Meetings Minutes No. 00191 Meeting Date: 10/13/08 Subject: City Purchaser Meeting 10/14/08 PETRA50420-24 (5 pages)	527
83.	E-mail from Barb Crawford with final punch list for Meridian City Hall PETRA69582-729 (148 pages)	532
84.	Letter to Kim Trout from Thomas Walker dated 10/7/09 responding to 9/30/09 letter regarding contractor's one-year general warranty period for Meridian City Hall (27 pages)	545

1 five, and we are going to conclude for the day, and
2 we'll continue this at a time convenient to counsel
3 and the witness.
4

5 (The deposition adjourned at 5:00 p.m.)

6 (Signature requested.)
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Page 566

96 (Page 566)

REPORTER'S CERTIFICATE

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

I, JANET FRENCH, Certified Shorthand Reporter and Notary Public in and for the State of Idaho, do hereby certify:

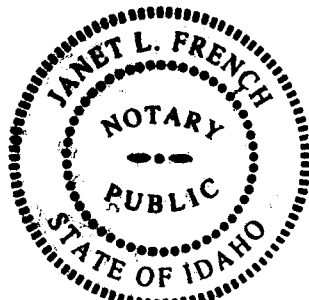
That prior to being examined, the witness named in the foregoing deposition was by me duly sworn to testify to the truth, the whole truth, and nothing but the truth;

That said deposition was taken down by me in shorthand at the time and place therein named and thereafter reduced to typewriting under my direction, and that the foregoing transcript contains a full, true and verbatim record of said deposition.

I further certify that I have no interest in the event of this action.

WITNESS my hand and seal this 30th day of

April, 2010.



Janet French
JANET FRENCH,
CSR, RPR and Notary
Public in and for the
State of Idaho.

My Commission Expires: 10-28-2010

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

THE CITY OF MERIDIAN, an Idaho)
Municipal Corporation,)

) Case No. CV OC 09-7257

Plaintiff,)

v.)

PETRA, INCORPORATED, an Idaho)
Corporation,)

Defendant.)

30(b) (6) DEPOSITION OF THOMAS R. COUGHLIN

March 4, 2010

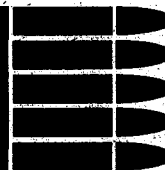
Boise, Idaho

Reported By:

Janet French, CSR #946, RPR

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EXHIBIT

0037D1"

30(b)(6) DEPOSITION OF THOMAS R. COUGHLIN

BE IT REMEMBERED that the deposition of THOMAS R. COUGHLIN was taken by the Plaintiff at the offices of Trout Jones Gledhill Fuhrman, P.A., located at 225 North 9th Street, Suite 820, Boise, Idaho, before Associated Reporting, Inc., by Janet French, a Court Reporter and Notary Public in and for the County of Ada, State of Idaho, on Thursday, the 4th day of March, 2010, commencing at the hour of 9:30 a.m. in the above-entitled matter.

APPEARANCES:

For the Plaintiff: TROUT JONES GLEDHILL FUHRMAN, P.A.
By: Kim J. Trout, Esq.
225 North 9th Street, Suite 820
Post Office Box 1097
Boise, Idaho 83701
Telephone: (208) 331-1170
Facsimile: (208) 331-1529
ktrout@idalaw.com

For the Defendant: COSHO HUMPHREY, LLP
By: Erika Klein, Esq.
800 Park Blvd., Suite 790
Post Office Box 9518
Boise, Idaho 83707-9518
Telephone: (208) 344-7811
Facsimile: (208) 338-3290
eklein@cosholaw.com

Also Present: Richard Kluckhohn

I N D E X
E X A M I N A T I O N

THOMAS R. COUGHLIN	PAGE
By Mr. Trout	6

E X H I B I T S

NO.	PAGE
33. Second Notice of Deposition of Petra Incorporated 30(b)(6) (3 pages)	6
34. AIA Document A201/CMa - 1992 CM101759-1810 (51 pages)	20
35. AIA Document A101/CMa - 1992 CM101752-1758 (6 pages)	24
36. Rule Steel's Change Order No. 1 CM101719-751 (32 pages)	27
37. Rule Steel's Change Order No. 1 CM101717 (1 page)	33
38. Rule Steel's Change Order No. 2 CM101701-715 (14 pages)	36
39. 6/25/2007 ASI No. 13 CM072234-35 (2 pages)	38
40. 11/26/2007 ASI No. 52 CM072326-30 (4 pages)	39
41. 11/30/2007 ASI No. 54 CM072332-2336 (4 pages)	39
42. 12/21/2007 RFI No. 73 CM071891 (1 page)	40
43. 12/26/2007 RFI No. 74 CM071892 (1 page)	40
44. 2/12/2008 RFI No. 93 CM071918 (1 page)	41
45. 2/13/2008 RFI No. 94 CM071919-20 (2 pages)	41

E X H I B I T S (Continued)

NO.	PAGE
46. Rule Steel's Change Order No. 3 CM101682-700 (18 pages)	47
27. Petra's 8/21/09 Response to the City of Meridian's First Set of Interrogatories (76 pages)	73
47. Document from Petra to City of Meridian in response of request for additional information and back-up regarding proposed Change Order No. 2 CM023878-3902 (24 pages)	78

1 deposition, if that's all right with you?
2 MS. KLEIN: I've indicated that that is fine. We
3 can talk about when we are going to reschedule. I
4 believe we have a pretty extensive list of upcoming
5 depositions, and so rescheduling -- I mean, I believe
6 there is a period of time Mr. Coughlin won't be
7 available, but, obviously, we'll work around that.

8 MR. TROUT: We'll cooperate with each other to
9 get some times set.

10 Q. (BY MR. TROUT) Sir, before we adjourn in
11 this deposition, I would like to have you put
12 Exhibit -- the one you just had, 27, back in front of
13 you.

14 A. I have got it.

15 Q. Turning your attention to page 26 of Exhibit
16 No. 27, and the response to Interrogatory No. 27.

17 Do you have that in front of you, sir?

18 A. Uh-huh.

19 Q. Did you participate in the preparation of
20 the answers to Interrogatory No. 27?

21 A. I did.

22 Q. Did anyone else?

23 A. Gene Bennett and Counsel.

24 Q. All right. Are you able to identify which
25 portion was Mr. Bennett's?

Page 77

1 A. Not really. I -- I do believe he wrote most
2 of this one, but I could be wrong.

3 Q. Is there any of it that you wrote?

4 A. Not specifically, that I can recall.

5 Q. Okay. The answer on page 26 contains the
6 following language, quote, increases in the size,
7 complexity, and budget contributed to a substantial
8 increase in the total man hours expended.

9 Sir, can you tell me how many hours
10 constitutes the increase that is referenced in this
11 answer?

12 A. No, I cannot.

13 Q. Do you know if there is any written record
14 which identifies the number of hours which constitute
15 the increase that is described in this answer?

16 A. The only thing I can think of is the
17 analysis in Change Order 2 -- the Change Order 2
18 request.

19 (Deposition Exhibit No. 47 marked.)

20 Q. (BY MR. TROUT) Sir, you've been handed
21 what's been marked as Exhibit No. 47 for
22 identification.

23 Is this the document you referred to in your
24 answer just a moment ago?

25 A. Yes, it is.

Page 78

1 Q. All right. The answer on page 26 of Exhibit
2 No. 27 continues on and says, quote, this would
3 include man hours expended in dealing with design
4 issues related to ground water issues such as drainage
5 systems.

6 Do you see that, sir?

7 A. Yes.

8 Q. Based upon your participation in this
9 project as the project engineer, would the hours
10 referenced in that portion of the answer have been
11 necessary to achieve what the City of Meridian wanted?

12 A. Ask that again.

13 Q. I will. Based upon your participation as
14 the project engineer, would the man hours referenced
15 in that portion of the answer to Interrogatory No. 27
16 that says they were, quote, expended dealing with
17 design issues related to ground water issues such as
18 drainage systems, basement, or no basement, have been
19 necessary to achieve what the City of Meridian wanted?

20 A. I really don't get what you are asking. I
21 understand what you are saying, but I don't understand
22 what you're asking.

23 Q. That's fair, Tom. In your experience as the
24 project engineer on this case, did you and Petra think
25 that the man hours spent on those issues by Petra were

Page 79

1 necessary to achieve what the City wanted?

2 A. I'm still not getting you. These were --
3 what those are referring to is changes.

4 Q. Okay. Let me then ask it in this way.

5 A. Okay.

6 Q. Were the man hours that were expended by
7 Petra on those items of change related to ground
8 water, drainage system, basement, or no basement
9 necessary to achieve what the City wanted?

10 A. To accomplish those changes, yes. I believe
11 they were necessary.

12 Q. All right. Were the man hours, again,
13 referring to this answer, related to mechanical and
14 electrical system designs and scope additions
15 necessary to achieve what the City wanted?

16 A. Yes. I believe they wanted those changes,
17 yes.

18 MR. TROUT: Okay. We'll adjourn until we can
19 gather up those documents and complete you next time.

20

21 (The deposition adjourned at 1:39 p.m.)

22 (Signature requested.)

23

24

25

Page 80

REPORTER'S CERTIFICATE

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

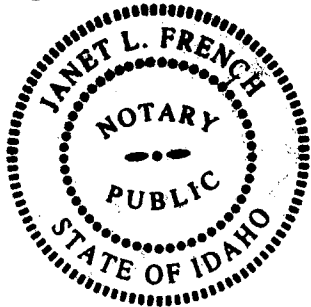
I, JANET FRENCH, Certified Shorthand Reporter and
Notary Public in and for the State of Idaho, do hereby
certify:

That prior to being examined, the witness named
in the foregoing deposition was by me duly sworn to
testify to the truth, the whole truth, and nothing but
the truth;

That said deposition was taken down by me in
shorthand at the time and place therein named and
thereafter reduced to typewriting under my direction,
and that the foregoing transcript contains a full,
true and verbatim record of said deposition.

I further certify that I have no interest in the
event of this action.

WITNESS my hand and seal this 11th day of
March, 2010.



Janet French
JANET FRENCH,
CSR, RPR and Notary
Public in and for the
State of Idaho.

My Commission Expires: 10-28-2010

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

THE CITY OF MERIDIAN, an Idaho)
Municipal Corporation,)

) Case No. CV OC 09-7257

)
) Plaintiff,)

)
) v.)

)
) PETRA, INCORPORATED, an Idaho)
Corporation,)

)
) Defendant.)
)

DEPOSITION OF THOMAS R. COUGHLIN

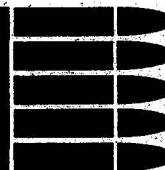
February 26, 2010

Boise, Idaho

Reported By:
Janet French, CSR #946, RPR

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EXHIBIT

"E"

003707

DEPOSITION OF THOMAS R. COUGHLIN

BE IT REMEMBERED that the deposition of THOMAS R. COUGHLIN was taken by the Plaintiff at the offices of Trout Jones Gledhill Fuhrman, P.A., located at 225 North 9th Street, Suite 820, Boise, Idaho, before Associated Reporting, Inc., by Janet French, a Court Reporter and Notary Public in and for the County of Ada, State of Idaho, on Friday, the 26th day of February, 2010, commencing at the hour of 9:30 a.m. in the above-entitled matter.

APPEARANCES:

For the Plaintiff: TROUT JONES GLEDHILL FUHRMAN, P.A.
By: Kim J. Trout, Esq.
225 North 9th Street, Suite 820
Post Office Box 1097
Boise, Idaho 83701
Telephone: (208) 331-1170
Facsimile: (208) 331-1529
ktrout@idalaw.com

For the Defendant: COSHO HUMPHREY, LLP
By: Thomas G. Walker, Esq.
800 Park Blvd., Suite 790
Post Office Box 9518
Boise, Idaho 83707-9518
Telephone: (208) 344-7811
Facsimile: (208) 338-3290
twalker@cosholaw.com

Also Present: Richard Kluckhohn

I N D E X
E X A M I N A T I O N

THOMAS R. COUGHLIN	PAGE
By Mr. Trout	4

E X H I B I T S

NO.		
23.	Notice of Deposition of Thomas R. Coughlin (3 pages)	6
24.	Thomas Coughlin's Resume (1 page)	13
5.	Meridian City Hall Construction Management Plan Index CM016908-17100 (67 pages)	60
17.	Document G702 Application and Certificate for Payment CM001532-732 (101 pages)	66
25.	Application for Payment No. 16 CM001376-CM001531 (78 pages)	90
26.	9/24/09 letter from Thomas Walker to Kim Trout regarding one-year warranty period for the Meridian City Hall (1 page)	153
27.	Petra's 8/21/09 Response to the City of Meridian's First Set of Interrogatories (76 pages)	170
10.	Project Cost Summary 1/15-7/12/07 CM024235 (1 page)	172
28.	LEED Certification CM002775-CM002807 (33 pages)	191

1 A. Only after the fact.
2 Q. And when you say, "after the fact," what do
3 you mean, sir?
4 A. Sometime down the road I looked at it.
5 Q. Do you remember when in relation to your
6 start date?
7 A. No, I don't.
8 Q. Can tell me why you looked at it?
9 A. To see what it was.
10 Q. What, if any, use did you make of this
11 document in your work as the project engineer?
12 A. Very little.
13 Q. Did you use at all?
14 A. Not that I can think of, no.
15 MR. TROUT: Okay. We are going to break for the
16 day. I think this is a convenient place. We'll
17 finish your deposition either as part of our --
18 following the close of 30(b)(6) on Thursday of next
19 week, or if we don't have enough time, we'll do it at
20 a time convenient to Counsel and yourself, sir.
21
22 (The deposition adjourned at 4:18 p.m.)
23 (Signature requested.)
24
25

Page 192

REPORTER'S CERTIFICATE

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

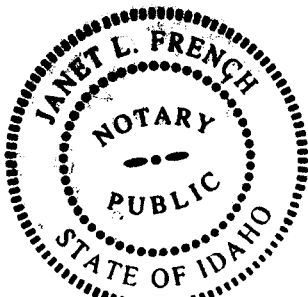
I, JANET FRENCH, Certified Shorthand Reporter and Notary Public in and for the State of Idaho, do hereby certify:

That prior to being examined, the witness named in the foregoing deposition was by me duly sworn to testify to the truth, the whole truth, and nothing but the truth;

That said deposition was taken down by me in shorthand at the time and place therein named and thereafter reduced to typewriting under my direction, and that the foregoing transcript contains a full, true and verbatim record of said deposition.

I further certify that I have no interest in the event of this action.

WITNESS my hand and seal this 11th day of March, 2010.



Janet French
JANET FRENCH,
CSR, RPR and Notary
Public in and for the
State of Idaho.

My Commission Expires: 10-28-2010

Pam Carson

From: Kim Trout [KTrout@idalaw.com]
Sent: Thursday, April 15, 2010 7:42 AM
To: Thomas G. Walker
Cc: Kevin Kluckhohn
Subject: Deposition Schedule

Tom,

As a result of HVAC issues in our offices, I'm postponing the continued deposition of Mr. Coughlin set for this morning. I'll have Kevin coordinate with Pam for an acceptable date for the continuation.

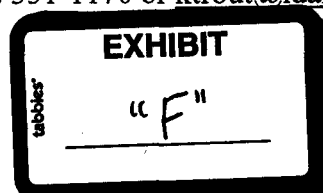
My apologies for any inconvenience.

Kim

Kim J. Trout
Trout ♦ Jones ♦ Gledhill ♦ Fuhrman ♦ Gourley, P.A.
225 N. 9th Street, Suite 820 .
P.O. Box 1097
Boise, ID 83701
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Facsimile: (208) 331-1529
ktrout@idalaw.com

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Pam Carson

From: Thomas G. Walker
Sent: Tuesday, April 20, 2010 5:56 AM
To: Kim Trout
Cc: Kevin Kluckhohn; Erika K. Klein; Mackenzie E. Whatcott; Pamela Carson (pcarson@CoshoLaw.com)
Subject: Meridian v. Petra
Importance: High

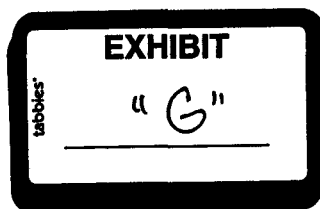
Kim:

I reviewed the City's Reply Memorandum. You state on page 8 that ". . . the City has scheduled, and Noticed, an evidentiary hearing for April 29, 2010." However, we have not received such a notice. The notice we received vacated the April 22nd hearing and rescheduled it for April 29th. No mention of an evidentiary hearing is made in the notice. Further, the Reply claims that Idaho Code § 6-1604 requires an evidentiary hearing. The statute, however, provides that . . . a party may, pursuant to a pretrial motion and after hearing before the court, amend the pleadings to include a prayer for relief seeking punitive damages. The court shall allow the motion to amend the pleadings if, after weighing the evidence presented, the court concludes that, the moving party has established at such hearing a reasonable likelihood of proving facts at trial sufficient to support an award of punitive damages." My experience under the new version of § 6-1604 is that the court weighs the evidence presented by way of affidavit testimony and admissible documentary evidence, not by holding an evidentiary hearing.

Also, I notified you by email yesterday that the Petra personnel who I anticipate calling as witnesses are not available on April 29th. Further, I also expect to call an expert witness to testify regarding Petra's performance and the applicable standard of care. I doubt that Petra's expert will be prepared to testify by April 29th. If you intend to proceed with an evidentiary hearing, please provide me with available dates for the evidentiary hearing after May 7th.

Finally, please provide me with available dates for the continued deposition of Keith Watts and the depositions of Charlie Roundtree, Ted Baird and Bill Nary during the period commencing on May 24 and ending on June 18th, except for June 2nd and June 7th, which dates are already booked.

Thomas G. Walker
Cosho Humphrey, LLP
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Boise, ID 83707-9518
Direct phone: 208-639-5607
Cell phone: 208-869-1508
Fax: 208-639-5601
E-mail: twalker@cosholaw.com
Blog: www.ricolawblog.com



Pam Carson

From: Thomas G. Walker
Sent: Friday, April 30, 2010 9:29 AM
To: 'Kevin Kluckhohn'; Kim Trout
Cc: Erika K. Klein; Mackenzie E. Whatcott; Pam Carson
Subject: RE: Meridian v. Petra

Kim and Kevin: I want to take the depositions of Meridian's witnesses before the June 14, 2010 evidentiary hearing. Please provide available dates during the period May 24th through June 4th, except for June 2nd, which date is already booked. Thanks. Tom

Thomas G. Walker
Coshu Humphrey, LLP
800 Park Blvd., Suite 790
PO Box 9518
Boise, ID 83707-9518
Direct phone: 208-639-5607
Cell phone: 208-869-1508
Fax: 208-639-5601
E-mail: twalker@cosholaw.com
Blog: www.ricolawblog.com

From: Kevin Kluckhohn [mailto:KKluckhohn@idalaw.com]
Sent: Friday, April 30, 2010 9:25 AM
To: Thomas G. Walker; Kim Trout
Cc: Erika K. Klein; Mackenzie E. Whatcott; Pam Carson
Subject: RE: Meridian v. Petra

Tom: Kim is out of the office, but called and asked me to send the following message:

We had not responded regarding available dates, pending the decisions of the Court on the then pending motions. We'll endeavor to coordinate dates with you, but I will advise that I already have conflicts in the dates you propose. Kevin will be in touch with Pam on what's available.

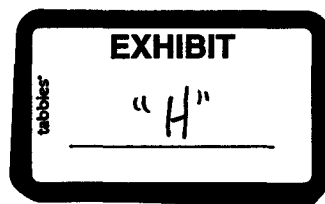
Likewise, can you kindly provide available dates for the conclusion of the Coughlin and Bennett depositions.

Best regards,

Kim

Kevin Kluckhohn

Paralegal for Kim J. Trout
Trout ♦ Jones ♦ Gledhill ♦ Fuhrman ♦ Gourley, PA
225 N. 9th St., Ste 820
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kkluckhohn@idalaw.com

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Trout♦Jones♦Gledhill♦Fuhrman♦Gourley, PA immediately by telephone (208-331-1170) and destroy the original message. Messages sent to and from us may be monitored.

From: Thomas G. Walker [<mailto:twalker@CoshLaw.com>]

Sent: Friday, April 30, 2010 9:07 AM

To: Kim Trout

Cc: Kevin Kluckhohn; Erika K. Klein; Mackenzie E. Whatcott; pcarson@CoshLaw.com

Subject: Meridian v. Petra

Kim:

I have previously requested available dates for the depositions of Charlie Roundtree, Bill Nary, Ted Baird, and Keith Watts. Considering your disclosure that you intend to offer expert testimony from Steve Amento, I also want to take his deposition. In my previous email I suggested the period commencing on May 24.

Since I have not heard from you regarding the deposition scheduling, I plan on noticing up the following deposition at the times and on the dates indicated below. If any of these dates or times do not work for you or your witnesses, please let me know before close of business on Monday, May 3, 2010. The depositions will be held in Cosh Humphrey's offices.

Steve Amento	Monday, May 24, 2010 commencing at 9:00 a.m.
Charlie Roundtree	Monday, May 24, 2010 commencing at 1:30 p.m.
Bill Nary	Tuesday, May 25, 2010 commencing at 9:00 a.m.
Ted Baird	Tuesday, May 25, 2010 commencing at 1:30 a.m. and continuing, if
necessary, to	Wednesday, May 26, 2010 commencing at 9:00 a.m..
Keith Watts	Thursday, May 27, 2010 commencing at 9:00 a.m. and continuing, if
	necessary, to Friday, May 28, 2010 commencing at 9:00 a.m.

Thomas G. Walker
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Cell phone: 208-869-1508
Fax: 208-639-5601
E-mail: twalker@coshlaw.com
Blog: www.ricolawblog.com

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Any tax advice contained herein was not intended or written to be used, and cannot be used, by any other person (i) in promoting, marketing or recommending any transaction, plan or arrangement or (ii) for the purpose of avoiding penalties that may be imposed under federal tax law.

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NO. _____
A.M. 8:38 P.M. FILED

ORIGINAL

MAY 21 2010

J. DAVID NAVARRO, Clerk
By KATHY J. BIEHL
DEPUTY

Thomas G. Walker (ISB 1856)
Erika K. Klein (ISB 5509)
Mackenzie Whatcott (ISB 6774)
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E-mail: twalker@cosholaw.com; eklein@cosholaw.com; mwhatcott@cosholaw.com

Attorneys for Defendant/Counterclaimant, Petra Incorporated

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF

THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

★ ★ ★ ★ ★

THE CITY OF MERIDIAN, an Idaho
Municipal Corporation,

Plaintiff/Counterdefendant,

vs.

PETRA INCORPORATED, an Idaho
corporation,

Defendant/Counterclaimant.

Case No. CV OC 0907257

AFFIDAVIT OF JERALD S. FRANK
DATED MAY 20, 2010 IN OPPOSITION
TO MERIDIAN'S RULE 56(f) MOTION
FOR POSTPONEMENT OF HEARING ON
PETRA'S MOTION FOR SUMMARY
JUDGMENT

STATE OF IDAHO)
) ss.
County of Ada)

I, Jerald S. Frank, being first duly sworn upon oath, depose and state:

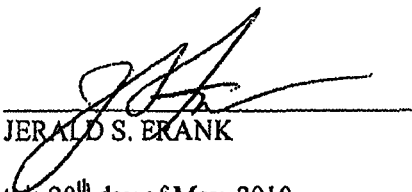
I. I make this affidavit based upon my own personal knowledge and I am
competent to testify to the facts set forth below if called as a witness.

AFFIDAVIT OF JERALD S. FRANK DATED MAY 20, 2010 IN OPPOSITION TO
MERIDIAN'S RULE 56(f) MOTION
577724.doc

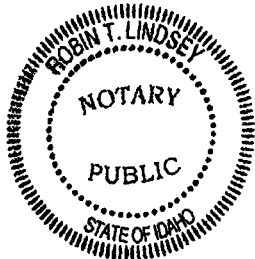
Page 1

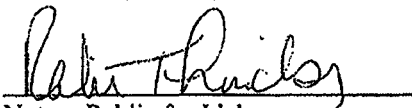
003717

2. I am the founder and president of Petra Incorporated ("Petra").
3. Petra was incorporated on June 15, 1994 and has continuously conducted a general construction and construction management business since that time.
4. I have more than 30 years of experience in commercial construction and construction management.
5. I am one of the custodians of Petra's business records.
6. The continuing pendency of this case has caused Petra to lose several important opportunities to pursue new work because of the stigma associated with being a defendant in a lawsuit brought by the City of Meridian.


JERALD S. FRANK

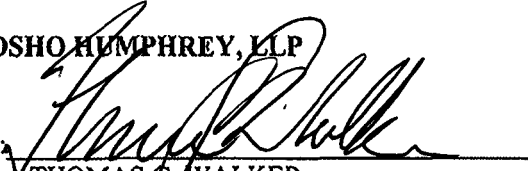
SUBSCRIBED AND SWORN to before me this 20th day of May, 2010.




Notary Public for Idaho
Residing at Boise Area, Idaho
My commission expires: 10/10/2013

DATED: May 20, 2010.

COSHO HUMPHREY, LLP

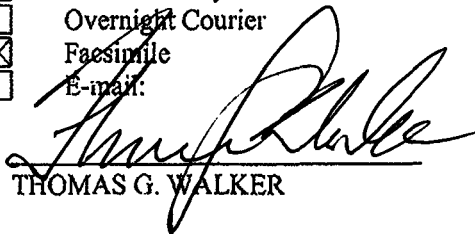
By: 
THOMAS G. WALKER
Attorneys for Petra Incorporated

CERTIFICATE OF SERVICE

I HEREBY CERTIFY That on the 21st day of May, 2010, a true and correct copy of the
within and foregoing document was served upon:

Kim J. Trout, Esq.
Trout Jones Gledhill Fuhrman, P.A.
225 North 9th Street, Suite 820
P.O. Box 1097
Boise, Idaho 83701

☐ U.S. Mail
☐ Hand Delivery
☐ Overnight Courier
☒ Facsimile
☐ E-mail:


THOMAS G. WALKER

ORIGINAL

A.M. FILED PM 3:23

MAY 27 2010

J. DAVID NAVARRO, Clerk
By CARLY LATIMORE
DEPUTY

Thomas G. Walker (ISB No. 1856)
Erika K. Klein (ISB 5509)
Mackenzie Whatcott (ISB No. 6774)
COSHO HUMPHREY, LLP
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E-mail: twalker@cosholaw.com; eklein@cosholaw.com; mwhatcott@cosholaw.com

Attorneys for Defendant/Counterclaimant, Petra Incorporated

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF

THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

★ ★ ★ ★ ★

THE CITY OF MERIDIAN, an Idaho Municipal
Corporation,

Plaintiff/Counterdefendant,

vs.

PETRA INCORPORATED, an Idaho
corporation,

Defendant/Counterclaimant.

Case No. CV OC 0907257

**PETRA'S MOTION TO SHORTEN
TIME FOR HEARING**

The above-named Defendant/Counterclaimant, Petra Incorporated ("Petra"), by and through its attorney of record, Thomas G. Walker, of the law firm Cosho Humphrey, LLP moves this Court pursuant to Rule 7(b)(3) of the Idaho Rule of Civil Procedure for an Order shortening the required period for hearing Petra's Motion for Order Regarding Procedure for Evidentiary Hearing.

This motion is made because there is insufficient time to give the notice required by Rule 7(b)(3) prior to the telephonic hearing scheduled for Monday, June 7, 2009 at 3:30 p.m.

DATED: May 27, 2010.

COSHO HUMPHREY, LLP

By: 

THOMAS G. WALKER

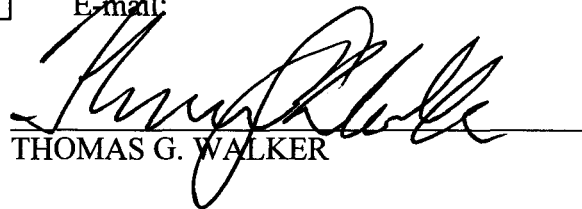
Attorneys for Defendants/Counterclaimant

CERTIFICATE OF SERVICE

I HEREBY CERTIFY That on the 27th day of May, 2010, a true and correct copy of the
within and foregoing document was served upon:

Kim J. Trout, Esq.
Trout Jones Gledhill Fuhrman, P.A.
225 North 9th Street, Suite 820
P.O. Box 1097
Boise, Idaho 83701

☐ U.S. Mail
☐ Hand Delivery
☐ Overnight Courier
☒ Facsimile: 331-1529
☐ E-mail:


THOMAS G. WALKER

ORIGINAL

NO. _____
A.M. _____ P.M. 3:23

MAY 27 2010

J. DAVID NAVARRO, Clerk
By CARLY LATIMORE
DEPUTY

Thomas G. Walker (ISB No. 1856)
Erika K. Klein (ISB 5509)
Mackenzie Whatcott (ISB No. 6774)
COSHO HUMPHREY, LLP
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Cell Phone: (208) 869-1508
Direct Facsimile: (208) 639-5609
E-mail: twalker@cosholaw.com; eklein@cosholaw.com; mwhatcott@cosholaw.com

Attorneys for Defendant/Counterclaimant, Petra Incorporated

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF

THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

★ ★ ★ ★ ★

THE CITY OF MERIDIAN, an Idaho Municipal
Corporation,

Plaintiff/Counterdefendant,

vs.

PETRA INCORPORATED, an Idaho
corporation,

Defendant/Counterclaimant.

Case No. CV OC 0907257

**MOTION FOR ORDER REGARDING
PROCEDURE FOR EVIDENTIARY
HEARING**

The above-named Defendant/Counterclaimant, Petra Incorporated ("Petra"), by and through its attorney of record, Thomas G. Walker, of the law firm Cosho Humphrey, LLP moves this Court pursuant to Rule 16 of the Idaho Rule of Civil Procedure for an Order regarding the procedure for the evidentiary hearing that is scheduled for June 14, 2010. This Motion is

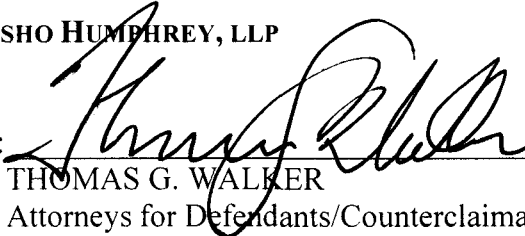
supported by the Memorandum in Support of Motion for Order Regarding Procedure for Evidentiary Hearing and the Affidavit of Thomas G. Walker filed concurrently herewith.

Oral argument is requested and is currently scheduled for telephonic hearing on June, 7, 2010 at 3:30 p.m., or as soon thereafter as counsel can be heard. Petra's counsel will initiate the call.

DATED: May 27, 2010.

COSHO HUMPHREY, LLP

By:

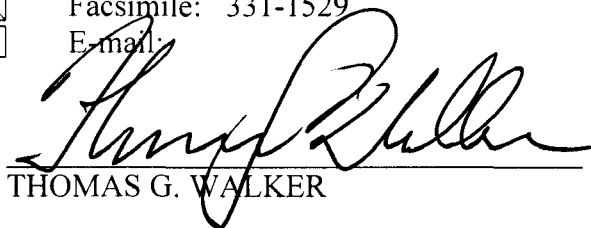

THOMAS G. WALKER
Attorneys for Defendants/Counterclaimant

CERTIFICATE OF SERVICE

I HEREBY CERTIFY That on the 27th day of May, 2010, a true and correct copy of the
within and foregoing document was served upon:

Kim J. Trout, Esq.
Trout Jones Gledhill Fuhrman, P.A.
225 North 9th Street, Suite 820
P.O. Box 1097
Boise, Idaho 83701

<input type="checkbox"/>	U.S. Mail
<input type="checkbox"/>	Hand Delivery
<input type="checkbox"/>	Overnight Courier
<input checked="" type="checkbox"/>	Facsimile: 331-1529
<input type="checkbox"/>	E-mail:


THOMAS G. WALKER

ORIGINAL

FILED
P.M. 3:23

MAY 27 2010

J. DAVID NAVARRO, Clerk
By CARLY LATIMORE
DEPUTY

Thomas G. Walker (ISB 1856)
Erika K. Klein (ISB 5509)
Mackenzie Whatcott (ISB 5509)
COSH O HUMPHREY, LLP
800 Park Blvd., Suite 790
P. O. Box 9518
Boise, Idaho 83707-9518
Direct Phone: (208) 639-5607
Cell Phone: (208) 869-1508
Direct Facsimile: (208) 639-5609
E-mail: twalker@cosholaw.com; eklein@cosholaw.com; mwhatcott@cosholaw.com

Attorneys for Defendant/Counterclaimant, Petra Incorporated

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF

THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

★ ★ ★ ★ ★

THE CITY OF MERIDIAN, an Idaho
Municipal Corporation,

Plaintiff/Counterdefendant,

vs.

PETRA INCORPORATED, an Idaho
corporation,

Defendant/Counterclaimant.

Case No. CV OC 0907257

**AFFIDAVIT OF THOMAS G. WALKER
DATED MAY 27, 2010 IN SUPPORT OF
PETRA INCORPORATED'S MOTION
FOR ORDER REGARDING PROCEDURE
FOR EVIDENTIARY HEARING**

STATE OF IDAHO)
) ss.
County of Ada)

I, THOMAS G. WALKER, being first duly sworn upon oath, depose and state:

1. I am one of the attorneys of record for the Defendant/Counterclaimant, Petra Incorporated ("Petra"), in the above entitled action and I make this affidavit based on my own personal knowledge of the facts set forth herein.

2. I submit this affidavit in support of Petra's Motion for Order Regarding Procedure for Evidentiary Hearing.

3. I am one of the custodians of records of Cosho Humphrey, LLP, which include memoranda, legal documents, reports, correspondence, emails, records, research and data compilations, in various forms that are kept in the course of Cosho Humphrey, LLP's regularly conducted business activity, and which are made and maintained as the regular practice of Cosho Humphrey, LLP.

4. On May 13, 2010 I communicated by email with Kim Trout regarding the procedure to be utilized at the June 14th evidentiary hearing.

5. Attached hereto as Exhibit "A" is a true and correct copy of an email dated May 13, 2010 from me to Kim Trout.

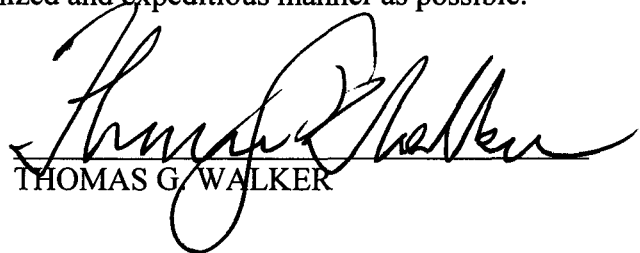
6. On May 14th my paralegal sent a follow up clarification to Mr. Trout's assistant regarding exhibit numbering.

7. We were advised that Mr. Trout was out of the office until that next Wednesday (May 14, 2010) and we would receive a response when he returned.

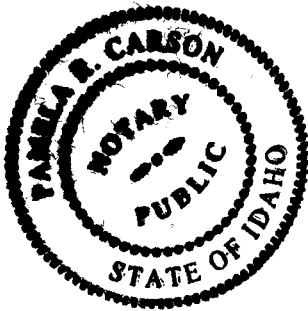
8. Attached hereto as Exhibit B is a true and correct copy of the email exchange between my paralegal Pam Carson and Mr. Trout's paralegal Kevin Kluckhohn.

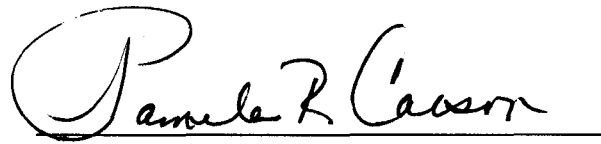
9. Again on May 25, 2010 this office followed up with Mr. Trout's office regarding the exhibit numbering procedure to be utilized.

10. It is my opinion that it will be in the best interests of the parties and the Court if a procedure is established prior to the evidentiary hearing scheduled for June 14, 2010 for purposes of managing the hearing in the most organized and expeditious manner as possible.


THOMAS G. WALKER

SUBSCRIBED AND SWORN to before me this 27th day of May, 2010.



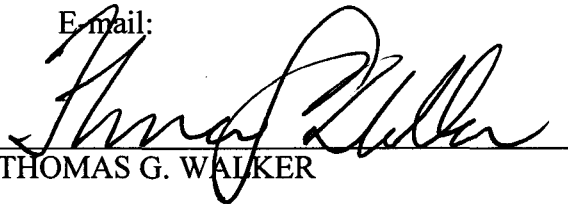

Notary Public for Idaho
Residing at Eagle, Idaho
My commission expires: March 31, 2016.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY That on the 27th day of May, 2010, a true and correct copy of the
within and foregoing document was served upon:

Kim J. Trout, Esq.
Trout Jones Gledhill Fuhrman, P.A.
225 North 9th Street, Suite 820
P.O. Box 1097
Boise, Idaho 83701

☐ U.S. Mail
☐ Hand Delivery
☐ Overnight Courier
☒ Facsimile
☐ E-mail:


THOMAS G. WALKER

Pam Carson

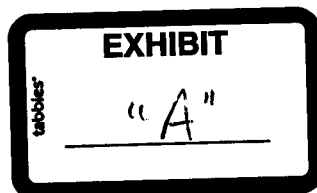
From: Thomas G. Walker
Sent: Thursday, May 13, 2010 3:32 PM
To: Kim Trout
Cc: Kevin Kluckhohn; Pamela Carson (pcarson@CoshoLaw.com); Mackenzie E. Whatcott; Erika K. Klein
Subject: Meridian v. Petra

Kim:

Regarding procedures and exhibits to be used at the June 14th evidentiary hearing, Judge Wilper's clerk suggested that we agree on procedures and an exhibit numbering system that will carry over to the trial. Thus, I propose as follows:

- The City of Meridian use exhibit numbers 1 through 4,999 and Petra use numbers starting with 5,000.
- I suggest that we exchange our lists of witnesses and the exhibits approximately a week before the hearing.
- Copies of the exhibits should also be provided in four tabbed three ring binders per party: (1) witness copy for the record, (2) Judge's copy, (3) proponent's copy, and (4) opposing party's copy.
- Considering that we will only have 4 hours to conduct the hearing, I suggest that we stipulate, subject to the Court's concurrence, that each party's exhibits be admitted into evidence at the hearing; provided, however, that we each reserve objections as to relevancy or materiality.

Thomas G. Walker
Cosho Humphrey, LLP
800 Park Blvd., Suite 790
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Direct phone: 208-639-5607
Cell phone: 208-869-1508
Fax: 208-639-5601
E-mail: twalker@cosholaw.com
Blog: www.ricolawblog.com



Pam Carson

From: Kevin Kluckhohn [KKluckhohn@idalaw.com]
Sent: Friday, May 14, 2010 10:14 AM
To: Pam Carson
Cc: Thomas G. Walker; Kim Trout
Subject: RE:

Pam: Kim is out until Wednesday of next week. We will get an answer to you then. Hope the riding is great!

Kevin Kluckhohn

Paralegal for Kim J. Trout
Trout♦Jones♦Gledhill♦Fuhrman♦Gourley, PA
225 N. 9th St., Ste 820
Boise, ID 83702
P.O. Box 1097
Boise, ID 83701
Telephone: (208) 331-1170
Facsimile: (208) 331-1529
kkluckhohn@idalaw.com

This electronic transmission (and/or the documents accompanying it) may contain confidential information belonging to the sender that is protected by the Electronic Communications Privacy Act, 18 U.S.C. Sections 2510 and 2521 and may be legally privileged. This message (and any associated files) is intended only for the use of the individual or entity to which it is addressed and may contain information that is confidential, subject to copyright or constitutes a trade secret. If you are not the intended recipient you are hereby notified that any dissemination, copying or distribution of this message, or files associated with this message, is strictly prohibited. If you have received this communication in error, please notify Trout♦Jones♦Gledhill♦Fuhrman♦Gourley, PA immediately by telephone (208-331-1170) and destroy the original message. Messages sent to and from us may be monitored.

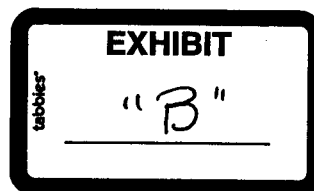
From: Pam Carson [mailto:pcarson@CoshoLaw.com]
Sent: Friday, May 14, 2010 10:11 AM
To: Kevin Kluckhohn
Cc: Thomas G. Walker
Subject:

This is a clarification of Tom's email to you and Kim yesterday. I wasn't clear to Tom when I communicated my conversation with Inga regarding the trial exhibit numbering. We suggest that that Plaintiff would mark its exhibits 1-499 and Defendant would mark its exhibits 500+. Please advise if you are in agreement with this suggestion.

Pamela Carson

*Paralegal
Cosho-Humphrey, LLP
800 Park Blvd., Suite 790
P.O. Box 9518
Boise, ID 83707-9518

(208) 639-5630*



Pam Carson

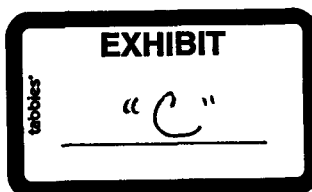
From: Pam Carson
Sent: Tuesday, May 25, 2010 1:04 PM
To: 'Kevin Kluckhohn'
Cc: Thomas G. Walker
Subject: Follow up

Kevin: I am just following up regarding the exhibit numbering procedure to be utilized for the evidentiary hearing and trial which was proposed in an earlier email communication, with Plaintiff numbering its exhibits 1-499 and Defendant numbering its exhibits 500 and up. I look forward to hearing from you regarding same.

Damela Carson

*Paralegal
Cosh-Humphrey, LLP
800 Park Blvd., Suite 790
P.O. Box 9518
Boise, ID 83707-9518*

(208) 639-5630



ORIGINAL

MAY 27 2010

J. DAVID NAVARRO, Clerk
By CARLY LATIMORE
DEPUTY

Thomas G. Walker (ISB No. 1856)
Erika K. Klein (ISB 5509)
Mackenzie Whatcott (ISB No. 6774)
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E-mail: twalker@cosholaw.com; eklein@cosholaw.com; mwhatcott@cosholaw.com

Attorneys for Defendant/Counterclaimant, Petra Incorporated

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF

THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

★ ★ ★ ★ ★

THE CITY OF MERIDIAN, an Idaho Municipal
Corporation,

Plaintiff/Counterdefendant,

vs.

PETRA INCORPORATED, an Idaho
corporation,

Defendant/Counterclaimant.

Case No. CV OC 0907257

**MEMORANDUM IN SUPPORT OF
MOTION FOR ORDER REGARDING
PROCEDURE FOR EVIDENTIARY
HEARING**

The above-named Defendant/Counterclaimant, Petra Incorporated ("Petra"), by and through its attorney of record, Thomas G. Walker, of the law firm Cosho Humphrey, LLP

submits its memorandum in support of the Motion for Order Regarding Procedure for Evidentiary Hearing.

1. INTRODUCTION

The Plaintiff City of Meridian (“Meridian”) has filed a motion for leave to amend its complaint to add a claim for punitive damages. As the Court is aware, the matter has been scheduled for a four-hour evidentiary hearing on June 14, 2010 commencing at 9:00 a.m. In the interest of judicial economy and in an attempt to expedite the process, Petra requests that the Court enter an order regarding the procedures for the evidentiary hearing. The order should address the marking of exhibits, exchange of witness and exhibit lists, disclosure of exhibits, admissibility of documents, and time limits for presentation of evidence. Petra’s counsel has attempted to obtain an agreement with Meridian’s counsel regarding these matters, but to no avail.

2. LAW AND ARGUMENT

The control of the court calendar is within the Court’s discretion. *See In re Interest of Kinley*, 108 Idaho 862, 702 P.2d 900 (Ct.App.1985); I.R.C.P. 16. Rule 16 of the Idaho Rules of Civil Procedure 16 provides in pertinent part as follows:

(b) Except in cases exempted by order of the court as inappropriate, the judge or magistrate shall, after consulting with the attorneys for the parties and any unrepresented parties, by a scheduling conference, telephone, mail or other suitable means, enter a scheduling order that . . .

* * *

(h) . . . the court may enter an order directing the parties to file with the court and serve on all opposing counsel, or upon parties not represented by counsel, a list of all exhibits to be offered at trial and a list of the names and addresses of all witnesses which such party may call to testify at the trial, except for impeachment

witnesses and exhibits. Any exhibits or witnesses discovered after such disclosure shall immediately be disclosed to the court and opposing counsel by filing and service stating the date upon which the same was discovered. Failure to comply with this rule may be grounds for excluding an exhibit from admission into evidence or for excluding a witness from testifying in the trial of the action. Provided the court, for good cause shown and in order to prevent injustice may permit additional exhibits to be used or additional witnesses to testify at the trial.

In the interests of fairness and judicial economy, Petra requests that the Court enter an Order that provides as follows:

(1) No later than 5:00 p.m. on June 10, 2010, each party shall disclose to the Court and counsel the names and addresses of all witnesses proposed to be called at the June 14, 2010 evidentiary hearing.

(2) No later than 5:00 p.m. on June 10, 2010, each party shall provide a list of pre-marked exhibits that the party intends to offer at the June 14, 2010 evidentiary hearing to the Court and counsel.

(3) No later than 5:00 p.m. on June 10, 2010, each party shall provide a true, correct and complete copy of each pre-marked exhibit that the party intends to offer at the June 14, 2010 evidentiary hearing to the Court and counsel.

(4) Regarding marking of exhibits, Meridian shall identify each exhibit by consecutive number starting with 1 and up to 499. Petra shall identify each exhibit by consecutive number starting with 500.

(5) Each party shall have up to two hours to present testimonial and documentary evidence.

(6) In the interest of conserving time, exhibits shall be admitted into evidence, subject only to objections as to relevancy or materiality, but not subject to foundational objections.

3. CONCLUSION

Based upon the foregoing, Petra respectfully requests the Court to enter the Order Regarding Procedure for Evidentiary Hearing that has been submitted to the Court concurrently with its Motion.

DATED: May 27, 2010.

COSHO HUMPHREY, LLP

By: 

THOMAS G. WALKER

Attorneys for Defendants/Counterclaimant

CERTIFICATE OF SERVICE

I HEREBY CERTIFY That on the 27th day of May, 2010, a true and correct copy of the
within and foregoing document was served upon:

Kim J. Trout, Esq.
Trout Jones Gledhill Fuhrman, P.A.
225 North 9th Street, Suite 820
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Boise, Idaho 83701

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☐ Hand Delivery
☐ Overnight Courier
☒ Facsimile: 331-1529
☐ E-mail:


THOMAS G. WALKER

MAY 27 2010

J. DAVID NAVARRO, Clerk
By CARLY LATIMORE
DEPUTY

ORIGINAL

Thomas G. Walker (ISB 1856)
Erika K. Klein (ISB 5509)
Mackenzie Whatcott (ISB 6774)
COSH O HUMPHREY, LLP
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Cell Phone: (208) 869-1508
Direct Facsimile: (208) 639-5609
E-mail: twalker@cosholaw.com; eklein@cosholaw.com; mwhatcott@cosholaw.com

Attorneys for Defendant/Counterclaimant, Petra Incorporated

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF

THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

★ ★ ★ ★ ★

THE CITY OF MERIDIAN, an Idaho Municipal
Corporation,

Plaintiff/Counterdefendant,

vs.

PETRA INCORPORATED, an Idaho
corporation,

Defendant/Counterclaimant.

Case No. CV OC 0907257

**NOTICE OF TELEPHONIC
CONFERENCE RE: PETRA'S
MOTION FOR ORDER REGARDING
PROCEDURE FOR EVIDENTIARY
HEARING**

PLEASE TAKE NOTICE, That the undersigned, attorneys for Petra Incorporated, ("Petra"), the Defendant/Counterclaimant in the above-entitled matter, will bring before the Honorable Ronald J. Wilper of the above-entitled Court, for a telephonic conference on **Monday, June 7, 2010**, at the hour of **3:30 p.m.**, or as soon thereafter as counsel can be heard,

Petra Incorporated's Motion to Shorten Time for Hearing and Motion for Order Regarding Procedure for Evidentiary Hearing Hearing. Counsel for Defendant shall initiate.

DATED: May 27, 2010.

COSHO HUMPHREY, LLP

By: 

THOMAS G. WALKER

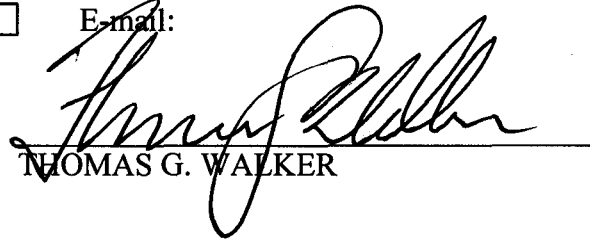
Attorneys for Defendant Petra Incorporated

CERTIFICATE OF SERVICE

I HEREBY CERTIFY That on this 27th day of May, 2010, a true and correct copy of the
within and foregoing document was served upon:

Kim J. Trout, Esq.
Trout Jones Gledhill Fuhrman, P.A.
225 North 9th Street, Suite 820
P.O. Box 1097
Boise, Idaho 83701

☐ U.S. Mail
☐ Hand Delivery
☐ Overnight Courier
☒ Facsimile
☐ E-mail:


THOMAS G. WALKER

ORIGINAL

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MAY 27 2010
Ada County Clerk

NO. _____ FILED 1:45
A.M. _____ P.M.

JUN 01 2010

J. DAVID NAVARRO, Clerk
By _____ MICA JOHNSON

Thomas G. Walker (ISB 1856)
Erika Klein (ISB 5509)
Mackenzie Whatcott (ISB 6774)
COSHO HUMPHREY, LLP
800 Park Blvd., Suite 790
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E-mail: twalker@cosholaw.com;
mwhatcott@cosholaw.com; eklein@cosholaw.com

Attorneys for Defendant, Petra Incorporated

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF
THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

★ ★ ★ ★ ★

THE CITY OF MERIDIAN, an Idaho Municipal
Corporation,

Plaintiff/Counterdefendant,

vs.

PETRA INCORPORATED, an Idaho
corporation,

Defendant/Counterclaimant.

Case No. CV OC 0907257


**ORDER TO SHORTEN TIME FOR
HEARING**

Defendant's Motion to Shorten Time for hearing its Motion for Order Regarding
Procedure for Evidentiary Hearing, having come before the Court, and good cause appearing
therefor;

IT IS HEREBY ORDERED that Defendant's Motion to Shorten Time is granted.

DATED: ~~June~~ __, 2010.

May 28



RONALD J. WILPER
District Judge

CERTIFICATE OF SERVICE

I HEREBY CERTIFY That on the 1 day of June, 2010, a true and correct copy of the
within and foregoing document was served upon:

Kim J. Trout, Esq.
Trout Jones Gledhill Fuhrman, P.A.
225 North 9th Street, Suite 820
P.O. Box 1097
Boise, Idaho 83701

<input checked="" type="checkbox"/>	U.S. Mail
<input type="checkbox"/>	Hand Delivery
<input type="checkbox"/>	Overnight Courier
<input checked="" type="checkbox"/>	Facsimile:
<input type="checkbox"/>	E-mail:

Thomas G. Walker
Coshu Humphrey, LLP
800 Park Blvd., Suite 790
P.O. Box 9518
Boise, Idaho 83707-9518

<input checked="" type="checkbox"/>	U.S. Mail
<input type="checkbox"/>	Hand Delivery
<input type="checkbox"/>	Overnight Courier
<input checked="" type="checkbox"/>	Facsimile:
<input type="checkbox"/>	E-mail:


J. DAVID NAVARRO

INGA JOHNSON

CLERK

NO. _____
A.M. _____ P.M. 3:46

JUN 02 2010

J. DAVID NAVARRO, Clerk
By J. RANDALL
DEPUTY

Thomas G. Walker (ISB 1856)
Erika K. Klein (ISB 5509)
Mackenzie Whatcott (ISB 6774)
COSHO HUMPHREY, LLP
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Direct Facsimile: (208) 639-5609
E-mail: twalker@cosholaw.com; eklein@cosholaw.com; mwhatcott@cosholaw.com

Attorneys for Defendant, Petra Incorporated

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF
THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

★ ★ ★ ★ ★

THE CITY OF MERIDIAN, an Idaho Municipal
Corporation,

Plaintiff/Counterdefendant,

vs.

PETRA INCORPORATED, an Idaho
corporation,

Defendant/Counterclaimant.

Case No. CV OC 0907257

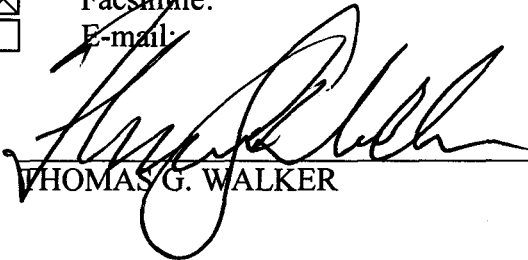
NOTICE OF SERVICE OF
DISCOVERY RESPONSES

NOTICE IS HEREBY GIVEN that on this 2nd day of June, 2010, Defendant Petra Incorporated's Response Dated June 2, 2010 to the City of Meridian's Fourth Requests for Production of Documents served on or about April 23rd and a copy of this Notice of Service of Discovery were, served upon counsel for Plaintiff, The City of Meridian as follows:

Kim J. Trout
Trout Jones Gleahill Fuhrman, P.A.
225 North 9th Street, Suite 820
P.O. Box 1097
Boise, Idaho 83701

☐
☐
☐
☒
☐

U.S. Mail
Hand Delivery
Overnight Courier
Facsimile:
E-mail:


THOMAS G. WALKER

ORIGINAL

FILED 3:32
A.M. P.M.

JUN 04 2010

J. DAVID NAVARRO, Clerk
By CARLY LATIMORE
DEPUTY

Thomas G. Walker (ISB 1856)
Mackenzie Whatcott (ISB 6774)
COSH O HUMPHREY, LLP
800 Park Blvd., Suite 790
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Cell Phone: (208) 869-1508
Direct Facsimile: (208) 639-5609
E-mail: twalker@cosholaw.com; mwhatcott@cosholaw.com

Attorneys for Defendant/Counterclaimant, Petra Incorporated

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF

THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

★ ★ ★ ★ ★

THE CITY OF MERIDIAN, an Idaho Municipal
Corporation,

Plaintiff/Counterdefendant,

vs.

PETRA INCORPORATED, an Idaho
corporation,

Defendant/Counterclaimant.

Case No. CV OC 0907257

AMENDED NOTICE OF HEARING

PLEASE TAKE NOTICE, That the undersigned, attorneys for Petra Incorporated, ("Petra"), the Defendant/Counterclaimant in the above-entitled matter, will bring before the Honorable Ronald J. Wilper of the above-entitled Court, for hearing at the Ada County Courthouse, 200 West Front Street, Boise, Idaho 83702, on **Monday, the 19th day of July,**

2010, at the hour of 1:30 p.m. or as soon thereafter as counsel can be heard,
Defendant/Counterclaimant, Petra Incorporated's Motion for Summary Judgment Dated May 6,
2010.

DATED: June 4, 2010.

COSHO HUMPHREY, LLP

By: 

THOMAS G. WALKER

Attorneys for Defendant/Counterclaimant, Petra
Incorporated

CERTIFICATE OF SERVICE

I HEREBY CERTIFY That on the 4th day of June, 2010, a true and correct copy of the
within and foregoing document was served upon:

Kim J. Trout, Esq.
Trout Jones Gledhill Fuhrman, P.A.
225 North 9th Street, Suite 820
P.O. Box 1097
Boise, Idaho 83701

<input type="checkbox"/>	U.S. Mail
<input type="checkbox"/>	Hand Delivery
<input type="checkbox"/>	Overnight Courier
<input checked="" type="checkbox"/>	Facsimile
<input type="checkbox"/>	E-mail


THOMAS G. WALKER

JUDGE'S COPY

NO. _____ FILED _____
A.M. _____ P.M. 4:10

JUN 04 2010

J. DAVID NAVAHO, Clerk
By E. HOLMES
DEPUTY

KIM J. TROUT, ISB #2468
TROUT ♦ JONES ♦ GLEDHILL ♦ FUHRMAN ♦ GOURLEY, P.A.
225 North 9th Street, Suite 820
P.O. Box 1097
Boise, ID 83701
Telephone: (208) 331-1170
Facsimile: (208) 331-1529

Attorneys for Plaintiff

**IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA**

THE CITY OF MERIDIAN, an Idaho
Municipal Corporation,

Plaintiff,

v.

PETRA, INCORPORATED, an Idaho
Corporation,

Defendant.

Case No. CV OC 09-7257

**PLAINTIFF'S RESPONSE TO
DEFENDANT'S MOTION FOR ORDER
REGARDING PROCEDURE FOR
EVIDENTIARY HEARING**

The Plaintiff/Counterdefendant the City of Meridian, ("City"), by and through its counsel of record, Trout Jones Gledhill Fuhrman Gourley, P.A., submits its Response to the Motion for Order Regarding Procedure for Evidentiary Hearing as filed by the Defendant Petra Incorporated ("Petra").

The City joins in Petra's request for a status conference for the purpose of addressing certain matters of procedure as well as evidentiary issues which are anticipated at the June 14, 2010 evidentiary hearing on the City's Motion for Leave to File First Amended Complaint and Add Claim for Punitive Damages Pursuant to Idaho Code § 6-1604. In particular, the City believes it is appropriate for the Court to fashion an order directing that the evidence presented at the upcoming

hearing be narrowly tailored to the purpose of the hearing, *i.e.* whether the City has a reasonable likelihood of proving facts at trial sufficient to support an award of punitive damages.

ARGUMENT

In making its request for an order governing the procedure at the upcoming evidentiary hearing, Petra incorrectly relies upon the authority conferred upon the Court to enter orders governing pretrial matters. However, the June 14, 2010 hearing is not a trial, nor is it in any sense even a “mini-trial” where the ultimate merits of the parties’ respective claims are to be tried. Petra’s reliance on I.R.C.P. 16, and the procedures directed therein, raises grave concerns that Petra intends to expand the issues presented at the upcoming hearing well beyond those which are properly raised at a hearing on a plaintiff’s motion to amend to include a claim for punitive damages.

While there is no dispute that at trial, the City will be required to present clear and convincing proof of oppressive, fraudulent, malicious, or outrageous conduct, this is not the City’s burden at a hearing pursuant to I.C. § 6-1604. Rather, the City’s burden is simply to establish a “reasonable likelihood” that it will be able to produce such evidence at trial. While neither I.C. § 6-1604, nor any of the Idaho Appellate Court cases addressing this provision, address what this burden requires, there can be no doubt the burden imposed is far less than that which will be applied at trial, on a motion for judgment as a matter of law, or a judgment notwithstanding the verdict. The fact that the Court has these other multiple opportunities to view the City’s claim for punitive damages with differing standards of review, confirms that the Court’s role in a hearing of this nature is to act as a gate-keeper, mindful of the standards of liberality that govern motions to amend generally.

Thus, Petra’s request must be viewed in the context of the nature of the proceeding that is a hearing on a proposed amendment to add punitive damages. The City should be afforded a full and fair opportunity to present the evidence that it believes leads to the conclusion that it possesses a

reasonable likelihood of establishing a claim for punitive damages at trial. This hearing should not be transformed by Petra's purported defense of the City's Motion to a hearing that seeks to refute the merits of the City's claims, nor one that seeks to elevate the burden which the City must bear at this stage of the proceedings.

For this reason, the City opposes Petra's request for an even division of the time allotted to the parties. At the evidentiary hearing it is the City's opportunity to present the evidence that it believes supports the consideration of punitive damages and it should be afforded a full and fair opportunity to present its evidence in that regard. If Petra has concerns about admissibility of the evidence that the City relies upon it, this is its opportunity to establish it. If Petra believes that the evidence presented by the City fails to present the entire series of events related to a matter, this hearing is its opportunity to present that evidence. However, it is not Petra's opportunity to present its rebuttal case on the merits of the City's claim. Accordingly, the City believes that the appropriate division of time, given the nature of the hearing and the burden imposed, is three hours for the City and one hour for Petra.

Moreover, the City objects to Petra's request that all exhibits be admitted without the necessity of foundational proof. While the City appreciates efforts to streamline the presentation of the evidence at this hearing, the nature of the proceeding itself compels that the parties be required to establish foundation for any documentary evidence it wishes to proffer. As this Court is aware, the appropriateness of punitive damages is determined based upon the proof of the intersection of "a bad act and a bad state of mind." *Todd v. Sullivan Const. LLC*, 146 Idaho 118, 123, 191 P.3d 196, 201 (2008). As state of mind is at issue in these proceedings, all issues of foundation must be established if there is to be given any inference as to the purpose, motives, and intentions of any proffered document.

Finally, Petra's request for advance disclosure of witnesses and exhibits is wholly without authority. Aside from pretrial disclosures compelled by Rule 16, which as established above this proceeding is not, and show cause hearings pursuant to IRCP 6, there is no authority whatsoever for a party to disclose its witnesses prior to an evidentiary hearing, let alone one of this unique nature. Once again, Petra's request must be viewed as an attempt to turn this evidentiary hearing on whether the City has a reasonable likelihood of presenting evidence at trial into the trial itself. This attempt should be rejected.

CONCLUSION

For the reasons stated herein, the City asks this Court to deny Petra's requests for procedure concerning the allocation of time, the admissibility of exhibits, and the advance disclosure of witnesses.

DATED this 4th day of June, 2010.

TROUT ♦ JONES ♦ GLEDHILL ♦ FUHRMAN ♦
GOURLEY, P.A.

By: 

Kim J. Trout
Attorneys for Plaintiff

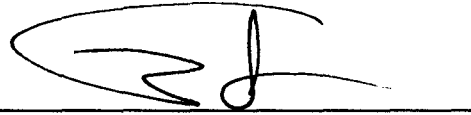
CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 4th day of June, 2010, a true and correct copy of the above and foregoing document was forwarded addressed as follows in the manner stated below:

Thomas G. Walker
MacKenzie Whatcott
COSH O HUMPHREY, LLP
800 Park Blvd., Suite 790
P.O. Box 9518
Boise, Idaho 83707-9518
Direct Facsimile: (208) 639-5609

Hand Delivered
U.S. Mail
Fax
Email

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Kim J. Trout

1 IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF
2 THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

3 MERIDIAN

4 Plaintiff,

CASE NO CVOC09-07257

5 vs.
6 PETRA

Defendant,

MINUTE ENTRY

7
8 **Telephonic Status Conference** in Chambers re: procedure for upcoming Motion Hearing.

9 *(Motion to Amend Complaint- set for hearing on Monday June 14, 2010 at 9:00 am)*

10 The Court and counsel met in chambers (counsel appearing by phone); also in attendance
11 was the Law Clerk and Court Clerk. The following matters were resolved:

12 1- The Rules of Evidence apply.

13 2- The opposing party will be allowed to cross examined witnesses and will also be allowed
14 to present their own testimony.

15 3- The court will allow 4 hours for the hearing, splitting the time evenly.

16
17
18
19
20
21
22 REPORTER: na
23 EST. COST: \$.00
24 CLERK: Inga Johnson
25 DATE: June 7, 2010

APPROVED BY:

Inga Johnson
Deputy Clerk

26 Minute Entry

003753

NO. _____
FILED _____
A.M. _____ P.M. 436

JUN 07 2010

J. DAVID NAVARRO, Clerk
By E. HOLMES
DEPUTY

KIM J. TROUT, ISB #2468

TROUT ♦ JONES ♦ GLEDHILL ♦ FUHRMAN ♦ GOURLEY, P.A.

225 North 9th Street, Suite 820

P.O. Box 1097

Boise, ID 83701

Telephone: (208) 331-1170

Facsimile: (208) 331-1529

Attorneys for Plaintiff

**IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA**

THE CITY OF MERIDIAN, an Idaho
Municipal Corporation,

Plaintiff,

v.

PETRA, INCORPORATED, an Idaho
Corporation,

Defendant.

Case No. CV OC 09-07257

NOTICE OF SERVICE

Pursuant to the Idaho Rules of Civil Procedure, notice is hereby given by the undersigned party that a copy of Plaintiff's Responses to Petra Incorporated's Third Set of Interrogatories, Second Requests for Admission and Fourth Set of Requests for Production of Documents dated May 6, 2010 was served upon the following by U.S. Mail at:

Thomas G. Walker
COSHO HUMPHREY, LLP
800 Park Blvd., Ste. 790
P.O. Box 9518
Boise, ID 83707-9518
Twalker@CoshLaw.com


DATED this 7th day of June, 2010.

NOTICE OF SERVICE

Page - 1

003754

TROUT ♦ JONES ♦ GLEDHILL ♦ FUHRMAN ♦
GOURLEY, P.A.

By: 
Kim J. Trout
Attorneys for Plaintiff


CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 7th day of June, 2010, a true and correct copy of the above and foregoing document was forwarded addressed as follows in the manner stated below:

Thomas G. Walker
MacKenzie Whatcott
COSHO HUMPHREY, LLP
800 Park Blvd., Ste. 790
P.O. Box 9518
Boise, ID 83707-9518
Fax: (208) 639-5609

Hand Delivered
U.S. Mail
Fax
Fed. Express
Email

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Kim J. Trout

ORIGINALNO. _____
AM. _____ FILED P.M. 4:40

JUN 08 2010

J. DAVID NAVARRO, Clerk
By KATHY J. BIEHL
DEPUTY

KIM J. TROUT, ISB #2468
TROUT ♦ JONES ♦ GLEDHILL ♦ FUHRMAN, P.A.
225 North 9th Street, Suite 820
P.O. Box 1097
Boise, ID 83701
Telephone: (208) 331-1170
Facsimile: (208) 331-1529

Attorneys for Plaintiff

**IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA**

THE CITY OF MERIDIAN, an Idaho
Municipal Corporation,

Plaintiff,

v.

PETRA, INCORPORATED, an Idaho
Corporation,

Defendant.

Case No. CV OC 09-7257

**STATEMENT OF ISSUES RE:
EVIDENTIARY HEARING ON
MOTION FOR LEAVE TO FILE FIRST
AMENDED COMPLAINT AND ADD
CLAIM FOR PUNITIVE DAMAGES
PURSUANT TO IDAHO CODE § 6-1604**

The City of Meridian, by and through its counsel of record, Trout Jones Gledhill Fuhrman Gourley, P.A., and pursuant to the Order of June 7, 2010 at the telephonic hearing, hereby provides the following Statement of Issues for the hearing on the Plaintiff's Motion for Leave to File First Amended Complaint and Add Claim for Punitive Damages Pursuant to Idaho Code § 6-1604:

1. Professional standard of care for Petra with respect to the Construction Management Agreement with the City of Meridian;
2. Professional standard of care for Petra with respect to the Construction Management Plan with the City of Meridian;

**STATEMENT OF ISSUES RE: EVIDENTIARY HEARING ON MOTION FOR LEAVE TO FILE FIRST
AMENDED COMPLAINT AND ADD CLAIM FOR PUNITIVE DAMAGES PURSUANT TO IDAHO
CODE § 6-1604**

Page 1

003756

3. Professional standard of care for Petra with respect to Petra's fiduciary and professional duties with the City of Meridian;
4. Fraud and misrepresentation regarding Payment Applications;
5. Administration of the Prime Contracts by Petra, including but not limited to:
 - a. Liquidated Damages; and
 - b. Protection of the City from defective Work;
6. All categories will be subject to analysis and testimony under the punitive damages standards.

DATED this 8th day of June, 2010.

TROUT ♦ JONES ♦ GLEDHILL ♦ FUHRMAN ♦
GOURLEY P.A.

By: _____

Kim J. Trout
Attorneys for Plaintiff

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 8th day of June, 2010, a true and correct copy of the above and foregoing document was forwarded addressed as follows in the manner stated below:

Thomas G. Walker
MacKenzie Whatcott
COSHO HUMPHREY, LLP
800 Park Blvd., Suite 790
P.O. Box 9518
Boise, Idaho 83707-9518
Direct Facsimile: (208) 639-5609

Hand Delivered
U.S. Mail
Fax
Email

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Kim J. Trout

ORIGINAL

NO. _____ FILED _____ 435
A.M. _____ P.M.

JUN 10 2010

J. DAVID NAVARRO, Clerk
By E. HOLMES
DEPUTY

Thomas G. Walker (ISB 1856)
Erika K. Klein (ISB 5509)
Mackenzie Whatcott (ISB 6774)
COSH O HUMPHREY, LLP
800 Park Blvd., Suite 790
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Cell Phone: (208) 869-1508
Direct Facsimile: (208) 639-5609
E-mail: twalker@cosholaw.com; eklein@cosholaw.com; mwhatcott@cosholaw.com

Attorneys for Defendant, Petra Incorporated

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF
THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

★ ★ ★ ★ ★

THE CITY OF MERIDIAN, an Idaho Municipal
Corporation,

Plaintiff/Counterdefendant,

vs.

PETRA INCORPORATED, an Idaho
corporation,

Defendant/Counterclaimant.

Case No. CV OC 0907257

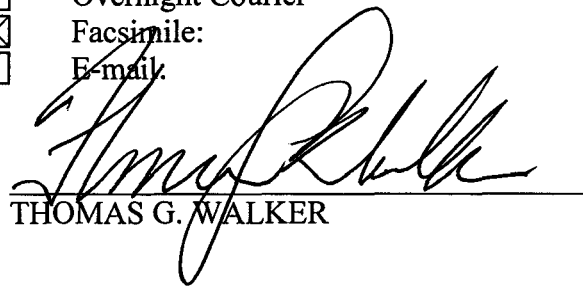
NOTICE OF SERVICE OF
DISCOVERY RESPONSES

NOTICE IS HEREBY GIVEN that on this 10th day of June, 2010, Defendant Petra Incorporated's Supplemental Response Dated June 10, 2010 to the City of Meridian's First Set of Interrogatories and Requests for Production of Documents and specifically Interrogatory No. 16, regarding expert witness disclosure, with the production of the report of Jack K. Lemley,

together with a copy of this Notice of Service of Discovery was served on or about June 10, 2010 upon counsel for Plaintiff, The City of Meridian in the manner set forth below:

Kim J. Trout
Trout Jones Gledhill Fuhrman, P.A.
225 North 9th Street, Suite 820
P.O. Box 1097
Boise, Idaho 83701

<input type="checkbox"/>	U.S. Mail
<input type="checkbox"/>	Hand Delivery
<input type="checkbox"/>	Overnight Courier
<input checked="" type="checkbox"/>	Facsimile:
<input type="checkbox"/>	E-mail.


THOMAS G. WALKER

FILED 1/35
JUN 10 2010

J. DAVID NAVARRO, Clerk
By E. HOLMES
DEPUTY

Thomas G. Walker (ISB 1856)
MacKenzie Whatcott (ISB 5509)
COSHO HUMPHREY, LLP
800 Park Blvd., Suite 790
P. O. Box 9518
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Cell Phone: (208) 869-1508
Direct Facsimile: (208) 639-5609
E-mail: twalker@cosholaw.com; mwhatcott@cosholaw.com

Attorneys for Defendant/Counterclaimant, Petra Incorporated

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF

THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

★ ★ ★ ★ ★

THE CITY OF MERIDIAN, an Idaho
Municipal Corporation,

Plaintiff,

vs.

PETRA INCORPORATED, an Idaho
corporation,

Defendant.

Case No. CV OC 0907257

**PETRA INCORPORATED'S DISCLOSURE
OF WITNESSES FOR EVIDENTIARY
HEARING**

Defendant/Counterclaimant, Petra Incorporated ("Petra"), by and through its undersigned counsel hereby advises the Court and counsel for the Plaintiff/Counterdefendant, City of Meridian, that it intends to call the following witnesses to testify at the evidentiary hearing scheduled for June 14, 2010 at 9:00 a.m.

1. Jerald S. Frank;
2. Eugene R. Bennett;

3. Thomas Coughlin; and

4. Jack K. Lemley

Petra reserves the right to cross-examine any witnesses testifying on behalf of Plaintiff/Counterdefendant, City of Meridian.

DATED: June 10, 2010 .

COSHO HUMPHREY, LLP

By: 

THOMAS G. WALKER

Attorneys for Defendant/Counterclaimant, Petra
Incorporated

CERTIFICATE OF SERVICE

I HEREBY CERTIFY That on the 10th day of June, 2009^{10 JW} a true and correct copy of the
within and foregoing document was served upon:

Kim J. Trout, Esq.
Trout Jones Gledhill Fuhrman, P.A.
225 North 9th Street, Suite 820
P.O. Box 1097
Boise, Idaho 83701

☐ U.S. Mail
☐ Hand Delivery
☐ Overnight Courier
☒ Facsimile:
☐ E-mail:


THOMAS G. WALKER

JUN 10 2010

J. DAVID NAVAHRO, Clerk
By E. HOLMES
DEPUTY

Thomas G. Walker (ISB No. 1856)
Mackenzie Whatcott (ISB No. 6774)
COSH O HUMPHREY, LLP
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Cell Phone: (208) 869-1508
Direct Facsimile: (208) 639-5609
E-mail: twalker@cosholaw.com; mwhatcott@cosholaw.com

Attorneys for Defendant/Counterclaimant, Petra Incorporated

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF

THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

★ ★ ★ ★ ★

THE CITY OF MERIDIAN, an Idaho Municipal
Corporation,

Plaintiff,

vs.

PETRA INCORPORATED, an Idaho
corporation,

Defendant.

Case No. CV OC 0907257

**PETRA'S OBJECTION TO THE
TESTIMONY AND REPORTS OF
STEVE AMENTO**

Petra Incorporated ("Petra"), by and through its attorneys of record, Thomas G. Walker or the firm of Cosho Humphrey, LLP, Court and opposing counsel that it objects pursuant to Rule 26(b)(4) of the Idaho Rules of Civil Procedure, to the testimony and reports of Steve Amento at the evidentiary hearing to be held on June 14, 2010.

This objection is supported by the Memorandum in Support of its Objection to the Testimony and Reports of Steve Amento and the Affidavit of Thomas G. Walker dated June 10, 2010 filed and served contemporaneously herewith.

Oral argument is requested on Petra's objection and has been scheduled for Monday, June 14, 2010 at 9:00 a.m., or as soon thereafter as counsel can be heard.

COSHO HUMPHREY, LLP

DATED: June 10, 2010

By: 

THOMAS G. WALKER


Attorneys for Defendant/Counterclaimant

CERTIFICATE OF SERVICE

I HEREBY CERTIFY That on the 10th day of June, 2010, a true and correct copy of the
within and foregoing document was served upon:

Kim J. Trout, Esq.
Trout Jones Gledhill Fuhrman, P.A.
225 North 9th Street, Suite 820
P.O. Box 1097
Boise, Idaho 83701

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☐ Hand Delivery
☐ Overnight Courier
☒ Facsimile:
☐ E-mail:


THOMAS G. WALKER

NO. _____ FILED _____
A.M. _____ P.M. _____

J. DAVID NAYANRO, Clerk
by E. HOSKINS
Att'y

Attorneys for Defendant/Counterclaimant, Petra Incorporated

★ ★ ★ ★ ★

**AFFIDAVIT OF THOMAS G. WALKER
DATED JUNE 10, 2010 IN SUPPORT OF
PETRA INCORPORATED'S OBJECTION
TO THE TESTIMONY OF STEVE
AMENDO**

003766

1. I am one of the attorneys of record for the Defendant/Counterclaimant, Petra Incorporated ("Petra"), in the above entitled action and I make this affidavit based on my own personal knowledge of the facts set forth herein.

2. I submit this affidavit in support of Petra's Objection to the testimony of Steve Amento at the evidentiary hearing to be held on June 14, 2010.

3. I am one of the custodians of records of Cosho Humphrey, LLP, which include memoranda, legal documents, reports, correspondence, emails, records, research and data compilations, in various forms that are kept in the course of Cosho Humphrey, LLP's regularly conducted business activity, and which are made and maintained as the regular practice of Cosho Humphrey, LLP.

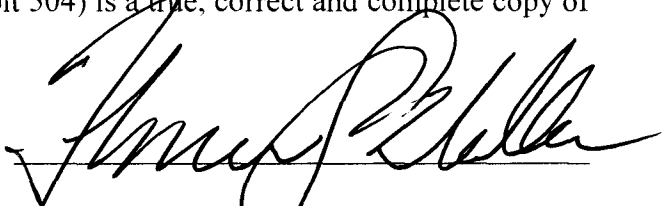
4. Petra timely supplemented its response to Meridian's Interrogatory No. 16.

5. Attached hereto as Exhibit A is a true, correct and complete copy of Petra's Supplemental Response dated June 10, 2010 to the City of Meridian's First Set of Interrogatories and Requests for Production of Documents.

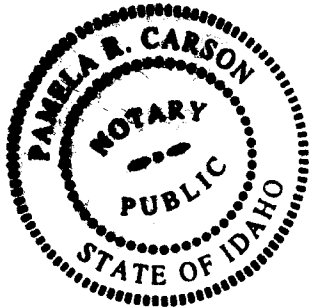
6. Attached hereto as Exhibit B (Exhibit 503) is a true, correct and complete copy of the Lemley International transmittal letter dated June 10, 2010.

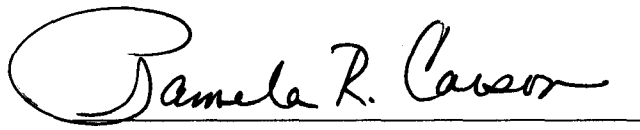
7. Attached hereto as Exhibit C (Exhibit 502) is a true, correct and complete copy of the Curriculum Vitae of Jack K. Lemley.

8. Attached hereto as Exhibit D (Exhibit 504) is a true, correct and complete copy of the expert report prepared by Lemley International.


THOMAS G. WALKER

SUBSCRIBED AND SWORN to before me this 10th day of June, 2010.



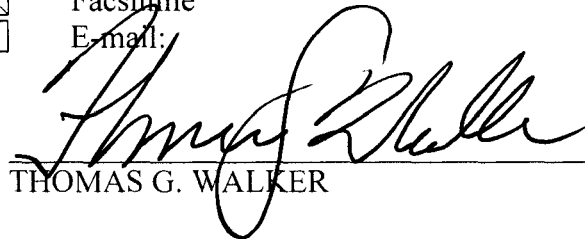

Notary Public for Idaho
Residing at Eagle, Idaho
My commission expires: March 31, 2016.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY That on the 10th day of June, 2010, a true and correct copy of the
within and foregoing document was served upon:

Kim J. Trout, Esq.
Trout Jones Gledhill Fuhrman, P.A.
225 North 9th Street, Suite 820
P.O. Box 1097
Boise, Idaho 83701

☐ U.S. Mail
☐ Hand Delivery
☐ Overnight Courier
☒ Facsimile
☐ E-mail:


THOMAS G. WALKER

Thomas G. Walker (ISB 1856)
MacKenzie Whatcott (ISB 5509)
COSHO HUMPHREY, LLP
800 Park Blvd., Suite 790
P. O. Box 9518
Boise, Idaho 83707-9518
Direct Phone: (208) 639-5607
Cell Phone: (208) 869-1508
Direct Facsimile: (208) 639-5609
E-mail: twalker@cosholaw.com; mwhatcott@cosholaw.com

Attorneys for Defendant/Counterclaimant, Petra Incorporated

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF

THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

★ ★ ★ ★ ★

THE CITY OF MERIDIAN, an Idaho
Municipal Corporation,

Plaintiff,

vs.

PETRA INCORPORATED, an Idaho
corporation,

Defendant.

Case No. CV OC 0907257

**PETRA INCORPORATED'S
SUPPLEMENTAL RESPONSE DATED
JUNE 10, 2010 TO THE CITY OF
MERIDIAN'S FIRST SET OF
INTERROGATORIES AND REQUESTS
FOR PRODUCTION OF DOCUMENTS**

Defendant/Counterclaimant, Petra Incorporated ("Petra"), by and through its undersigned counsel, pursuant to Rules 33 and 34 of the Idaho Rules of Civil Procedure, supplements its response to the Plaintiff/Counterdefendant, City of Meridian's (Meridian) First Set of Interrogatories and Requests for Production of Documents, served on or about July 22, 2009 as follows:

INTERROGATORY NO. 16: Identify each and every person Petra expects to call as an expert witness at any hearing or at trial, stating in detail as to each such person: (a) full name, home address, business address and telephone number; (b) educational background; (c) experience in the matter to which he is expected to testify; (d) subject matter on which he is expected to testify; (e) substance of the facts and opinions to which he is expected to testify and a summary of the grounds for each opinion; and (f) manner in which such expert became familiar with the facts of this case.

SUPPLEMENTAL RESPONSE:

(a)(1) Jack K. Lemley, Lemley International, 604 No. 16th Street, Boise, Idaho, (208) 345-5226.

(b) See Curriculum Vitae of Jack K. Lemley attached hereto, Bates numbered PETRA 96940 - 96943.

(a)(2) Richard K. Bauer, P.E., Lemley International, 604 No. 16th Street, Boise, Idaho 83702, (208) 345-5226.

(b) See Curriculum Vitae of Richard K. Bauer, attached hereto, Bates numbered Petra95956-95957.

(c) See Mr. Lemley's transmittal letter and report dated June 10, 2010, attached hereto as Bates Nos. PETRA96938-96939. See also Affidavit of Jack K. Lemley dated April 30, 2010 and filed in Opposition to City of Meridian's Motion for Leave to File First Amended Complaint and to Add a Claim for Punitive Damages.

(d) through (f) See Mr. Lemley's transmittal letter and report dated June 10, 2010, attached hereto as Bates Nos. PETRA96938-96939. See also Affidavit of Jack K. Lemley dated April 30, 2010 and filed in Opposition to City of Meridian's Motion for Leave to File First Amended Complaint and to Add a Claim for Punitive Damages.

REQUEST FOR PRODUCTION NO. 1: All documents either used to respond to any of the interrogatories served on you in this action.

SUPPLEMENTAL RESPONSE: See documents produced herewith in support of

-Remainder of this page left blank-

Supplemental Response to Interrogatory No. 16 above.

DATED: June 10, 2010 .

COSHO HUMPHREY, LLP

By:


THOMAS G. WALKER


Attorneys for Defendant/Counterclaimant, Petra
Incorporated

VERIFICATION

STATE OF IDAHO)
):ss.
County of Ada)

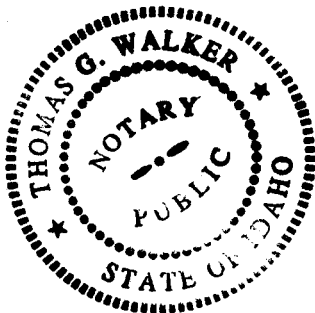
Jerry Frank, being first duly sworn on oath, deposes and says:

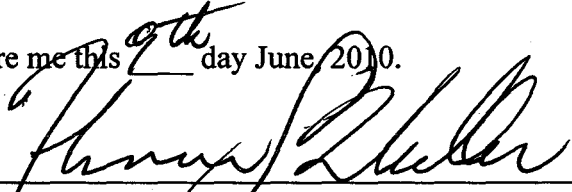
That he is the President of the Defendant Petra Incorporated in the above-entitled action; that he has read the foregoing Supplemental Response to Plaintiff's First Set of Interrogatories and Requests for Production of Documents that by his own personal knowledge he knows the contents thereof; and, that the facts therein stated are true, correct and accurate to the best of his knowledge and belief.



JERRY FRANK

SUBSCRIBED AND SWORN to before me this 10th day June, 2010.





NOTARY PUBLIC For Idaho
Residing at Boise
My Commission Expires: 3-20-2013

CERTIFICATE OF SERVICE

I HEREBY CERTIFY That on the 10th day of June, 2009 a true and correct copy of the
within and foregoing document was served upon:

Kim J. Trout, Esq.
Trout Jones Gledhill Fuhrman, P.A.
225 North 9th Street, Suite 820
P.O. Box 1097
Boise, Idaho 83701

☐ U.S. Mail
☐ Hand Delivery
☐ Overnight Courier
☒ Facsimile:
☐ E-mail:


THOMAS G. WALKER



RICHARD K. BAUER, P.E

Mr. Bauer has over 35 years of experience in the Heavy Civil Construction Industry in positions including Project Director, Project Manager, Site Manager, Resident Engineer, Construction Supervisor, Engineer, Cost/Scheduling Engineer, Estimator, and Surveyor. Mr. Bauer has worked on projects in both the United States and abroad, including heavy civil, building, process, and marine projects. His duties have been in management, estimating, project controls, design, and performing the work. International experience includes managing RF Broadcast Projects on site in Europe, South Asia and Africa as well as infrastructure projects, which included an international airport, in Saudi Arabia, Palestinian West Bank Territories and the Gaza Strip. Work in the US includes nuclear power plant construction and refueling, thermal power plant construction and servicing, a marine project, a copper refinery and currently he is the Project Director for a large historic restoration and expansion job.

WORK EXPERIENCE

Program Director

Mr. Bauer is currently the Program Director for the Idaho State Capitol Restoration and Additions Program. He is directing the construction management services provided by the Lemley-3D/I joint venture to the State of Idaho for this \$130 million design and construction program, which includes Historic Preservation of the 100 year old Idaho State Capitol, Construction of 2 new underground structures connected to the Capitol and Remodeling of 4 other buildings on the Capitol Mall.

Consultant

Mr. Bauer has provided consulting services on various projects including the London Underground, Boston "Big Dig," Dallas-Fort Worth Airport people mover and the Connecticut-Yankee Nuclear Power Plant decommissioning. The Services included program review, litigation support, schedule review, and estimating.

Project Manager

Mr. Bauer was the Project Manager, Site Manager, or Resident Engineer on a series of projects installing Broadcast antennas, Support structures up to 400' in height, RF transmission, & RF Switching systems at various locations in the US and overseas. The projects ranged from a month to a year in duration and up to \$20 million in value.

Management Consultant

As part of a Management Consultant team, Mr. Bauer was hired by the Palestinian Infrastructure Authority to assist in establishing project management systems and providing supervision to over 100 emergency construction projects financed through the World Bank in the Palestinian West Bank Territories and the Gaza Strip. The projects included water distribution, sewage collection, road improvements, and school construction.

Supervisor

Mr. Bauer supervised all of the contractors on the night shift for the \$200 million Copper Refinery Modernization Project.

Project Manager

Mr. Bauer was responsible for the construction of a \$7 million project for pre-casting polymer concrete electrolyte cells at the vendor's facility.



Project Administration

Mr. Bauer was responsible for the on-site project administration, subcontract administration, and field procurement functions on a \$7.5 million marine structure job for the US Navy.

Project Coordinator

Mr. Bauer was responsible for coordination of engineering manufacturing and field operations on a \$50 million Voice of America Broadcast Antenna Project. He coordinated the formulation and negotiation of the major subcontractors. Also, he supervised the steel erection on the job sites in Morocco and Thailand.

Project Manager

Mr. Bauer was directly responsible for the execution of public utility contracts. The responsibilities, which averaged \$6-8 million, included; concrete construction, concrete remedial work, cathodic protection, underground power and telecom, and a 2-meter diameter pipeline.

Supervisor

Mr. Bauer supervised the cost/schedule group assigned to the public facilities area on an international airport project in Saudi Arabia.

EDUCATION

- B.S. Civil Engineering - San Jose State University
- Project Management Development Conference Training
- Practical Architect/Engineer Law
- Level I, II, and III concrete Inspection
- ARTIMES A, B, and C Management Systems Software

PROFESSIONAL REGISTRATIONS

- Licensed Construction Manager - Idaho
- Professional Engineer - Idaho
- Licensed Land Surveyor - Idaho
- ASME Qualified - Section III Division 2 inspection Engineer

LEMLEY
INTERNATIONAL
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Boise, Idaho 83702
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June 10, 2010

Thomas G. Walker
Cosho Humphrey, LLP
800 Park Blvd., Suite 790
PO Box 9518
Boise, ID 83707-9518

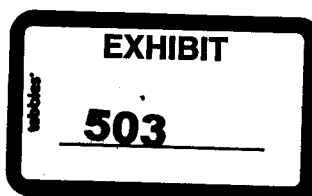
Re: The New Meridian City Hall Project

Dear Mr. Walker,

Attached is my written statement of opinions pursuant to the Complaint by the City of Meridian, Idaho against Petra, Incorporated in relation to the New Meridian City Hall Project.

I am President and CEO of Lemley International (LI), located in Boise, ID, USA. Founded in 1988, LI has provided schedule analysis, claims review, cost estimates and expert analysis and testimony related to disputes arising from major engineering and construction projects worldwide. In addition, as part of a joint venture, LI has provided Construction Management (CM) services on major local building projects. LI's principals have in-depth engineering, construction and the project management experience that allow us to understand the technical and management issues related to Construction Management, and to evaluate the issues between the parties.

In addition to receiving a B.A. degree in Architecture from the University of Idaho, I have been active in supporting higher education on a continuing basis for which I have received two honorary doctorate degrees. My specialized training has come through 50



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years in successful senior management positions on a variety of infrastructure & building design and construction projects in the developed as well as the developing worlds. Representative international project experience includes serving as the Chief Executive Officer of the owner consortium for the design and construction of the English Channel Tunnel Project and served as Chairman of the British Olympic Development Authority. My CV is attached.

In forming an opinion on this project, LI has:

- Visited the City Hall and Plaza
- Met with the Petra Senior Project and Corporate Staff
 - Jerry Frank
 - Gene Bennett
 - Tom Coughlin
- Reviewed the Contract between the City and Petra, as well as the City and LCA
- Reviewed the City's complaint and amended complaint
- Reviewed Petra's responses and counterclaim
- Reviewed witness statements by:
 - Ted Baird
 - Keith Watts
 - Gene Bennett
 - Jerry Frank
- Reviewed the budgets and their development
- Reviewed the Monthly Project Reports
- Reviewed Excerpts from City Council meetings

We appreciate the opportunity to serve you on this matter.

Sincerely,



Jack K. Lemley
President & CEO

Attachments:

Statement of Opinion
JKL - CV

JACK K. LEMLEY

Jack Lemley has over 50 years of management experience in international industrial infrastructure and design and construction. This experience encompasses a broad cross section of the management of engineering and construction work, including heavy civil construction, mining, power generation, industrial and institutional building projects. His work has ranged from direct involvement at the general manager level to marketing, contract negotiations, and finance. Currently, he is serving as president and chief executive officer of a civil construction consulting firm.

Mr. Lemley has the experience and knowledge of people and situations which allow him to speak with authority on pursuing practical solutions to construction-related problems. He is familiar with long-range planning, owner relations, finance, labor relations, and other operational aspects from the point of view of an engineer, and contractors, as well as that of owner's representation. Mr. Lemley is professionally involved with the International Tunneling Association and a member of numerous major professional societies, which makes him well acquainted with the principal issues and senior people in the construction industry.

EXPERIENCE

President and Chief Executive Officer

Lemley International - headquartered in Boise, Idaho, is a management-consulting firm established to serve public and private clients worldwide in the engineering/construction industry. This company offers project management and technical support services for organization/planning, cost estimating, procurement, safety and quality assurance, equipment selection/maintenance, scheduling, and underground development and tunneling. In addition, Lemley International provides services for constructions and program management, labor consultation, claims support and resolution, and pier review board participation.

Projects in which Mr. Lemley has either lead or consulted for include the following:

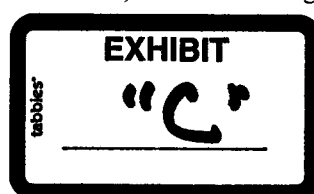
- Member Dispute Adjudication Board - Railway Bosphorus Tube Crossing Construction, Upgrading, Tunnels and Stations.
- Technical review of Athens Metro tunneling operations
- Expert testimony for ICC arbitration on the Great Man-Made River Project between the government of Libya and a Brazilian contractor Petrobras
- Cost Recovery Analysis for Boston's Central Artery/Tunnel
- Consultation for the Los Angeles Metro Rail project
- Participation on the Disputes Review Board for the Hong Kong Airport
- Board of Review for New Zealand's Second Manipuri Power Station Tailrace Tunnel
- Value Engineering review for California's Inland Feeder project
- Hong Kong's Strategic Sewage Disposal Scheme
- Athens Greece Metro Technical Advisor
- FERMI National Laboratory, Super Conducting Super Collider
- Technical Advisor and consultant on the MINOS experiment at FERMI labs
- Member of a Pier Review Board for the Yucca Mountain Nuclear Waste Disposal Facility

Chairman

As chairman of the 2012 Olympics, Mr. Lemley oversaw the delivery of the infrastructure and venues needed for the 2012 Olympics, including the main stadium, aquatic center, athlete housing, and related transportation systems. This massive project also included extensive regeneration of the Lower Lea Valley to develop the master plan and build the Olympic Park. Furthermore, Mr. Lemley was responsible for developing a plan and budget consistent with the 7 year Olympic Development Plan. Mr. Lemley created an exceptional team to present his vision.

Chairman and Chief Executive Officer

American Ecology - headquartered in Boise, Idaho, is an environmental service company. It is the parent company for operating entities that provide low-level radioactive and chemical hazardous waste management. Through its US Ecology unit, the company operates a low-level nuclear waste disposal facility in Washington State for the Northwest Compact facility and received a license approval for a similar facility in California for the Southwest Compact at Ward Valley. Furthermore, American Ecology operated a nuclear waste material processing facility in Oakridge, Tennessee.



Through its American Ecology Chemical Services unit, the company operates chemical waste disposal facilities in both Nevada and Texas. Services provided by the company include waste packaging, transportation, consulting, pretreatment, and disposals, fuels blending, recycling and clean-up services.

Performance Review

On behalf of Connecticut Yankee Atomic Power Company Mr. Lemley reviewed a Lump Sum Contract to decommission & dismantle their Haddam Neck Nuclear Power Plant. The review in consultation with the Power Company's attorneys resulted in the Contract being successfully terminated. Following that, Mr. Lemley successfully testified on behalf of the Power Company's Rate Case in front of the Federal Energy Regulatory Commission. Two civil suits were filed, one by the Power Company against the Contractor and one by the Contractor against the Power Company. Mr. Lemley gave depositions in both suits leading to a favorable settlement (via mediation) for the Power Company.

Performance Review

The Estate of Stone & Webster retained Mr. Lemley to assist them in the collection of an E&O Insurance Policy in relation to a Lump Sum contract with Maine Yankee Atomic Power Company for the decommission & dismantling of their Wiscasset, Maine Nuclear Power Plant. Mr. Lemley has given a report & deposition and is scheduled to testify when the case is tried in a Massachusetts court.

Audit Performance

Central Artery / Tunnel, Boston, Massachusetts - Performed a quality audit of the permanent facility. Supported the MA Turnpike Authority in their analysis of overcharges and improper performance by the PM and other Contractors. Approximate value of consulting of \$2 million, project value of \$14.5 billion.

Performance Review

Lemley and Associates - London Underground Ltd. - Reviewed the performance of a joint venture contractor charged with implementing a new communication contract for the entire subway system. Approximate consulting contract value of \$3 million, project value of \$5 billion.

Chief Executive Officer

TML - Channel Tunnel Project - From the Spring of 1989 until the project was successfully completed in December, 1993, Mr. Lemley was CEO of Transmanche-Link, a Joint Venture of ten major European contractors, five British and five French, contracted to perform engineering. As Chief Executive Officer, Mr. Lemley was responsible for the overall performance of the work. An excess of 14,000 people were employed on the project, the world's largest privately financed (with no governmental assistance or guarantees) construction project valued in an excess of \$21 billion.

Super Conducting Collider

Mr. Lemley participated as a member on the Department of Energy Advisory Board for the design and construction of the overall facility. Consulting contract valued \$500 thousand, project value \$1.1 billion.

Senior Vice President – Construction Division

Morrison Knudsen - Mr. Lemley was responsible for directing all engineering and construction activities as well as exercising general supervision over all division's; estimating, accounting, purchasing, warehousing, and general office functions. He reviewed project development to determine the progress of work and efficiency of operations. These projects included; marine, underground, heavy, civil, mining developments, transportation systems, military works, and utility and industrial programs. Additional responsibilities included maintaining amicable relationships with company clients and promoting satisfactory relations with government agencies, other business concerns, and the general public.

Group Vice President, Heavy, and Marine Group

Morrison Knudsen - As Heavy and Marine Group Vice President, Mr. Lemley was responsible for overall domestic and international operations as well as for group administration and personnel. He supervised seven division vice presidents and two subsidiary president involved in the day-to-day execution of the management, engineering, and construction activity of the group.

Furthermore, Mr. Lemley was responsible for overall management of several major projects including the \$800 million OK Tedi Gold and Copper Mine Development in Papua, New Guinea, the \$300 million Trans-Panama Pipeline, and the \$1.9 billion Cerrejon Coal Mine, Railroad, and Port Facility in Columbia, and the I-90 P.M. in Bellevue-Seattle, Washington.

General Manager,

Morrison Knudsen, King Khalid Military City Project, Saudi Arabia Consortium - Mr. Lemley was in charge of the overall management of the \$1.3 billion King Khalid Military City project to build a city for 70,000 people in the Eastern Province of the Kingdom of Saudi Arabia. As prime contractor, work involved the design and construction of city infrastructure and erection of construction plant facilities for pre-cast concrete aggregates and bituminous products, including the world's largest pre-cast element manufacturing facility; maintenance and operation of communications and utilities; life support and logistics services; prototype construction for the Military City; and assistance to the Corps of Engineers in management of other construction contractors.

Vice President, Special Assignments (Marketing)

Morrison Knudsen - Mr. Lemley directed marketing, sales, and business development of design and construction projects for the civil, mechanical, underground, transportation systems, and marine areas of domestic operations and provided market support for international operations. From 1977 to 1978, he served as Vice President, Special Assignments, assisting the Executive Vice President of Morrison-Knudsen's North American operations in administration and coordination of the activities in the seven North American performance centers, covering the United States and Canada.

General Manager

Guy F. Atkinson Company - Heavy Industrial and Power Division - Mr. Lemley's management responsibilities included construction of steel mills, pulp and paper plants as well as nuclear, fossil fuel, hydropower plants and 5 sections of I-5 Freeway thru downtown Seattle.

General Manager

Walsh Construction Company (Subsidiary of Guy F. Atkinson Co.) - As General Manager of the Heavy Industrial Division, Mr. Lemley's management responsibilities including construction of steel mills, pulp, paper, and cement plants as well as nuclear, fossil fuel, hydro and power plants.

Contracts and Engineering Manager, Water Tunnel Contractors

Guy F. Atkinson - Mr. Lemley served as Contracts and Engineering Manager for Water Tunnel Contractors, a six-company joint venture. He supervised all engineering and administration of three contiguous prime contracts and various subcontracts for New York City Water Tunnel No. 3 held by a 6 company J.V. The tunnel complex under the City of New York was 13.5 miles long with 44 vertical shafts, 3 large valve chambers with the lining, passing through and beneath extremely diverse and complex physical, political, and cultural areas.

Project Manager, Walsh-Canonie Joint Venture

Mr. Lemley directed operations for the construction of a 7-mile-long dam for the Ludington, Michigan, a 2000MGW hydroelectric pumped storage plant.

President

Healthcare Inc. - Mr. Lemley was responsible for supervising overall business activity including marketing, claims, and contract development for a small health care contraction company.

Assistant Project Engineer and Shift Superintendent

Guy F. Atkinson Company -Mica Dam Contractors - Mr. Lemley served as Assistant Project Engineer managing the initiation of operations for construction of a 800' high earth and rock fill dam and U.G. Powerhouse.

Education

- BA Architecture University of Idaho (1960)

Professional Registrations

- Chartered Civil Engineer #443241 (UK)
- UKFEANI Registered European Engineer, UK
- Chartered Engineer, UK

Professional Affiliations

- Fellow, ASCE
- Fellow, Institution of Civil Engineers, London
- Fellow, American Arbitration Association, American Underground Space Association, British Tunneling Society, International Tunneling Association
- Life Member, U.S. National Committee on Tunneling Technology
- 20 Year Member U.S. Committee Large Dams
- Member, The Moles
- Member, The Beavers
- Member of American Military Engineers
- Member of Worshipful Engineers, UK
- Founding Member of the Disputes Review Board Foundation
- Member of Worshipful Engineers London U.K.

Awards

- 2009 Trustee Emeritus College of Idaho
- 2007 Engineer of the Year, Idaho State University
- 2006 Honary Doctor of Science Degree Albertson's College of Idaho
- 2005 American Society of Civil Engineers Outstanding Projects and Leaders (OPAL) Award
- 2004 National Academy of Construction Induction
- 2003 Distinguished Alumni Award, North Idaho College
- 1999 Engineering News-Record, "125 Years...125 Top People" selection
- 1998 Honorary Doctor of Science Degree, University of Idaho
- 1997 Idaho's Hall of Fame Association, Outstanding Achievement in Industry
- 1996 Honorary Commander of the Excellent Order of the British Empire
- 1994 British Construction Industry Awards, Special Award for Channel Tunnel
- 1994 ASCE – John I. Parcel-Leif J. Sverdrup Engineering Management Award
- 1994 Civil Engineering Management Award
- 1993 Michigan State University Dean's Award for Distinguished Contributors to Engineering Science, Design, and Practice
- 1992 Golden Beaver Award for Supervision
- 1992 ACEC Fellow – Distinguished Award of Merit
- 1992 American Underground Space Association Award of Merit
- 1991 Engineering News-Record "Man of the Year"
- 1991 ASCE Construction Management Award
- 1991 University of Idaho Alumni Hall of Fame

City of Meridian vs. Petra Inc.
The Opinion of Jack Lemley

Introduction:

In 2006, during a period of unprecedented growth, the City of Meridian (City), entered a contract with Petra Incorporated. (Petra). Under the Construction Management Agreement (Petra Contract or Contract), Petra acted as the City's agent for Construction Management (CM or Petra)¹ for the new Meridian City Hall project. In the Petra Contract Meridian described the project as shown below:

Owner desires to abate and demolish the existing structures on the site (27 E. Broadway, Meridian, Idaho) and develop a new city hall facility thereon consisting of a four story structure with approximately 80,000 square feet of standard Class A office space and related improvements with surface parking (the Project).

The Contract stated the "Owner's maximum price for the construction of the Project" is \$12,200,000.

Under the Contract Petra's services were intended to extend over a 6 month preconstruction phase and an 18 month construction phase. The Contract described the general scope of the Petra's services as:

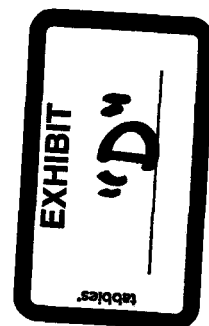
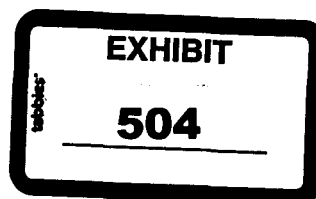
..to do all things, or, when appropriate, require Architect and each Contractor to do all things necessary, appropriate or convenient to achieve the end result desired by the owner including, but not limited to, those tasks set forth in this article 4.

Under the Contract, inspection and testing services were not included in Petra's scope and there is no cost for inspectors included in Petra's rate schedule. The City was responsible for all inspection and testing. The Contract states:

Owner shall provide all required testing or inspection of the Work as may be mandated by law, the Construction Documents or the Construction Contracts.

Based on the agreed scope of services, budget, project size, schedule and complexity Petra agreed to a fee of \$574,000; not-to-exceed reimbursable staff expenses of \$29,818 for preconstruction and \$249,994 for construction phase services at an agreed rate schedule; and reimbursable general conditions expenses at the cost incurred by Petra. It is the opinion of Lemley International (LI) that the agreed compensation to Petra was reasonable for the Project described in the Contract, and the Contract included a

¹ Petra was hired as a construction manager not-at-risk. Under the construction manager-not-at-risk (agent) model, the construction manager contracts with the owner to provide a variety of services such as construction scheduling and coordination, but does not guarantee the price or the product of the construction project. Under the construction manager-at-risk model, which does not apply in this case, the construction manager typically guarantees the maximum price for a project, and enters in to the contracts with the trade contractors and suppliers. The at-risk approach is not much different from the traditional general contractor role, except that the construction manager may be involved early on in the pre-construction and design phases of a project.



City of Meridian vs. Petra Inc.
The Opinion of Jack Lemley

provision (para 7) for changing the compensation to Petra should the size, complexity, schedule, budget or other aspects of the project change significantly.

LCA Architects, PA (LCA) is described as the Owner's Architect, and LCA was already under contract to the city, when Petra was hired. The Contract states "the owner has retained LCA Architects, PA.....to provide professional architectural services for the project," and that Petra shall "consult and coordinate with the architect as needed" to fulfill Petra's duties. It should be noted that Petra's scope of service does not include being the "agent of the Owner" in regard to the Owner's Architect, LCA. Petra was only required to act as the owner's representative in regard to the construction contracts. The city managed the contract with LCA directly (not through Petra), even to the extent that the cost for LCA was not included in the budgets submitted by Petra and the payments to LCA were not processed through Petra like the payments for the construction contracts. However, the payments to Petra were approved by LCA. It should also be noted that the four story structure, 80,000sf total size, and the standard class A office space descriptions as well as \$12,200,000 budget were not stated in the 11Jul06 contract between the city and LCA. However, the LCA contract does refer to the Petra Contract, which was not final until Aug06. This infers the architect was likely aware of the general building parameters, which were included in the Petra Contract. Finally LI noted the City did not name and Authorized Representative for the LCA Contract.

The project described in the Petra Contract was simply never designed. In reviewing the budget history LI sees no indication that even a preliminary design of an 80,000 sf building was provided to Petra to estimate. Rather, under the management and direction of the city, LCA prepared a design for a building consisting of 3 stories plus a basement and totaling approximately 100,000 sf. Instead of standard Class A office space, the building had a number of special features including a large column free council chamber, 200-year exterior cladding, special high quality mechanical and electrical systems, finished individual offices in lieu of open office space and LEEDS silver certification. The project as designed by LCA, under the city's management, was a significantly larger, more complex, higher quality and more expensive project than the project described in the Petra Contract.

Petra prepared and submitted estimates as well performed the value engineering for the design provided by LCA at the various design phases as required. The city, in particular the Mayor's Building Committee, was kept fully informed in regard to the estimated cost of the project as designed, and Petra managed the construction aspects of the project to the budgets as presented during the design phases. However, the design drove the growth in the project, and the design was a product of Meridian City and the architect, which was managed directly by the city.

In LI's opinion Petra exercised the care, skill, diligence and judgment that would ordinarily be expected under the contract, and Petra helped the city obtain a quality project for a fair price. Although the project differs significantly from the project described in Petra's contract.

City of Meridian vs. Petra Inc.
The Opinion of Jack Lemley

In LI's opinion the current dispute is in part a product of the changing times. The strong growth being experienced by Meridian in 2006 and 2007, when they were making the decisions that shaped the project, had all but stopped by 2009 when the city sued Petra. This is a dispute about paying the construction manager for the services that were provided. It is also about attempting to attribute to Petra some of Meridian's responsibility for the project decisions and the quality control inspections for which the city retained responsibility. The examples used to support the allegations in the complaint documents are insignificant when compared to Petra's 3 years of work on the project.

Various items from the city's complaint documents are discussed below:

There was no Authorization for Petra to provide services Under Change Order No. 2 (CO 02):

The work under CO 02 could not be separated from the original contract work. There was no point in the project when Petra or the City could say the project described in the contract was complete and Petra needed authorization to move forward on the work in proposed CO 02. As the city made the decisions to accept designs, accept budgets, not accept the value engineering proposals from Petra and award contracts that exceeded \$12.2mil, the increased size and complexity of the project gradually became fixed. This growth in the project occurred mainly between January and July 2007. In July 2007 the budgets began indicating the added costs for Petra's effort in obtaining the LEED certification and for CM services related to correcting the contaminated soils problem. The Jul07 budget was presented to the city council and discussed at the council meeting on 24Jul07. The figures presented on 24Jul07 were based on actual bids for the building shell, mechanical-electrical-plumbing (MEP), and interior finishes (Tenant Improvements – TI). This was everything except for some site work. To LI it is clear that the Meridian City Council intended at that point to have a \$20+million project for Petra to manage. Budgets starting with 31Aug07 all show a fee increase for Petra due to growth in project. In Aug07 it was \$367,408. On 5Nov07 Petra submitted a letter stating the fee and reimbursable salary cost for the increase in project size was \$353,808 based on an estimate of \$19.6mil excluding contaminated soil work and management. By 12Dec07 this figure was refined to \$376,808 based on a total estimate of \$20.4mil excluding demolition, abatement, and contaminated soil work. The \$376,808 figure was carried as the budget for Petra performing this extra work through the end of the project.

The city was consistent in that they did not issue formal change orders to Petra, which would clearly authorize added work, until after the work was complete. Change Order No. 1 (CO 01) for the management of the contaminated soil work was issued in Sep07, even though the work was completed in May07. The Change Order to Petra for the LEED work was proposed by the city when the project was essentially complete in late 2008, even though the budget for this effort had been carried since Jul07. The LEED Change Order has never been finalized, but the city began paying Petra against this line item in Jan08. Petra formally notified the city of CO 02 in Nov07. The city did not object to this notification, to the amount Petra carried in the budget each month for the CO 02 work nor the fact that Petra was managing a significantly increased project compared to the one

City of Meridian vs. Petra Inc.
The Opinion of Jack Lemley

described in the contract. Through the end of Mar08 the construction billings were still under the amount in the original contract and Petra was still being paid their fee regularly. On 4Apr08 Petra submitted a formal request for change for the added fee, which contained an offer to accept the \$376,808 carried in the budget. The city has not paid this fee. Petra continued to work in accordance with the Contract. As noted above the project could not be separated into original work and changed work. In LI's opinion Petra's management personnel would have felt they were not only authorized, but obligated, to continue to perform the full scope of work, which included the significant increases in the project.

Petra Exceeded Maximum Price in Contract:

As previously noted the maximum price stated in the Contract, \$12.2mil, was for an 80,000sf standard 4 story class A office building. This estimate was strictly conceptual, and not based on a design. This seemed reasonable at the time the contract was signed. \$12.2mil for an 80,000sf office building is \$152.54/sf. The 2006 Means estimating manual, an industry standard, gives \$130/sf as the 75th percentile for 1-4 story office buildings including some site work. Using \$130/sf for 80,000sf gives \$10.4 for the building plus \$1.8mil demolition, abatement, and a nice plaza. We understand the programming for the project indicated a need for 67,000sf from tenants or an efficiency ratio of 84%, which is ambitious. Petra, as an astute builder, recognized that staying within a budget is always a challenge, particularly with a very high efficiency ratio. LI believes the 31Jul06 (before the contract was signed) email from Petra to the City's attorney recognized and noted the possibility that the city and the architect would produce a preliminary design that would exceed the budget. This would increase the work required for Petra to perform the value engineering needed to fit the project into the budget.

Petra was contracted by the city as the agency CM for construction of the project. Petra's scope is summarized in paragraph 4.1 of the contract. Petra was to help the owner achieve the objective stated in paragraph 3.1.

Owner's objective for the project is to develop a new cost efficient city hall facility and public plaza on the site.

The city managed the architect's contract directly. Under the city's management, the architect never designed the standard 80,000sf office building described in Petra's contract. The initial design documents, 20% design, were for a 100,000sf building (25% increase in size) with features more expensive than standard. Petra provided the estimate for these documents indicating it was approximately 25% more expensive than the maximum price indicated in the contract. Petra also provided the value engineering as required. However, the city made the final decisions on whether or not to make the reductions necessary to reduce the cost. Rather than make changes to reduce the cost the city made decisions, which further increased cost. Petra provided estimates and value engineering as required to keep the city informed of the cost and of the steps needed to

City of Meridian vs. Petra Inc.
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bring the cost down. In LI's opinion the city made fully informed decisions, which resulted in the final cost, and Petra as the agency CM helped the city achieve the project as the city decided to build it.

Failing to Define the General Conditions:

The General Conditions consisted of items for the construction project, which Petra as the CM and as an experienced local contractor could procure and manage efficiently.

Examples are:

- Toilets
- Temporary water
- Trash service
- Clean up
- Temporary power
- Weather protection
- Printing
- Safety

These are all items Petra purchased for the project. Petra was only reimbursed at the cost to Petra for these items when receipts were presented with the pay applications after the items were purchased. The General Conditions budget items with detailed breakouts (lists defining the items included in the budgets) were included in the pay applications. Also the General Conditions estimates were included in all the estimates beginning in Jan07.

Petra defined the General Conditions amount as \$181,029 for Phase II and \$181,029 for Phase III, a total of \$362,058 in the 12Feb07 estimate and included the listing of the General Conditions in Pay Application No 04, Feb07. This budget amount was not exceeded during the project.

In LI's opinion the fact that the lists defining the General Conditions are in the pay applications instead of the CM plan is insignificant. Petra procured the General Conditions items as required and agreed.

Failing to conform to conducts and requirements on agreement:

We believe this complaint relates to Petra not providing written report for Development Strategies Phase of the contract.

In accordance with the contract the CM was to be paid 5% of the fee for the development strategies phase. This phase was to include:

- conferring with the architect and with the owner regarding the owner's requirements
- developing a preliminary schedule for design and construction

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- preparing a written report with resolutions to any design, construction, scheduling, budgetary, operational or other problems as well as alternative strategies for future expansion.

Petra began conferring with owner and architect in Sep06. Meetings were typically weekly and at times more frequently. The schedule for design and construction were available and discussed from Sep06. The owner's requirements were provided to LCA so LCA could provide the design. The problems were overcome through collaboration at meetings rather than by Petra submitting a report and the owner responding.

The Contract describes project meetings during the construction phase. However, meetings commenced during the Development Strategies phase and continued throughout the project. In LI's opinion the objectives of the Development Strategies phase of the job were met. The problems were overcome through collaboration at meetings rather than by Petra submitting a report and the owner responding. This was apparently acceptable to the owner at the time. Owner did not object to paying for this phase when it was invoiced nor did the owner request a written report.

It is also worth noting the project moved to the site preparation phase almost immediately:

- Ground breaking for the demolition of the creamery 13Nov06.
- Issues with wells on site that needed to be abandoned started in Oct06
- Asbestos and contaminated soil issues started being addressed 24Aug06

Failing to properly administer prime contract:

The project was made up of multiple prime contracts between the city and the various trade contractors. As CM, Petra was responsible to administer these contracts as the representative of the owner while "furthering the interests of the owner." The example given by the city of Petra allegedly failing to properly administer a prime contract is when Petra did not extract liquidated damages from the masonry contractor.

The masonry contract was bid by TMC as part of phase II in Mar07 for \$1,584,760. The Substantial Completion Date in that contract was 21Dec07, and the liquidated damages were \$500/day. During Mar to May07 the contaminated soil was removed, the area refilled, the building level was raised and masonry contract was changed (reduced by \$32,000). The soil removal delayed framing the building, which delayed the start of the masonry and instead of being able to finish in Dec07, the masons could not start until 3Dec07. The photos from the Petra monthly reports of Dec07 and Jan08 indicate that the building was not ready for exterior masonry at the beginning of Dec07, by the beginning of Jan08 it appears the building is ready for masonry and much of the building is scaffolded. The schedule indicates masonry started 3Dec07. The mason's schedule was pushed into the winter of 07-08 (3Dec07-22Feb08) even though it appears by the dates of their submittals the masons were planning and ready to start much earlier.

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It is LI's experience an exterior contractor such as TMC may sometimes request to be compensated for added costs due to the inefficiency related to working in the winter. In LI's opinion it appears likely there would have been justification for a request such as this. In LI's opinion Petra did a masterful job in administering the TMC contract and furthering the interests of the owner by having TMC absorb the delays to the start of their work with no added costs for inefficiency to the owner and coordinating the work so that the early delays to the critical activities did not translate to equal delays to occupying the building in spite of the later than planned start and completion of the exterior masonry.

The second part of the example given of Petra allegedly failing to properly administer a prime contract is when Petra misstated the Substantial Completion Date on the form for CO 03 to the masonry contractor, TMC.

CO 03 to TMC was prepared on 8Apr08 and approved by the city in 6May08. At the time this CO was prepared the Substantial Completion Date for the TMC contract had not been revised. Thus it remained 21Dec07. However, Petra indicated on the form that the date prior to the change was 28Aug08. Petra also indicated that the Substantial Completion Date after the change was 28Aug08, and no time was added by the change.

The schedule in the May08 report indicated TCM had completed the exterior masonry work on the city hall building in Feb08, and this work was no longer a constraint to follow-on activities that preceded move-in. A memo by Keith Watts dated 1May08 recommending approval of CO 03 to TMC stated the work would be complete by 8May08, so the CO work would not impact the move-in date.

In LI's opinion the important date on the CO form is the Substantial Completion Date after the changes, which is clearly shown as 28Aug08, and the misstating, that the date prior to the change was also 28Aug08, is insignificant. Also, based on Keith Watts' memo stating the work would be complete by 8May08, LI can find no significance in the dates on the CO form.

Breaching relationship of trust and confidence; failing to act with honesty; charging the city for Petra's errors:

The example used to support this complaint relates to an error by Petra in providing a benchmark to Pac-West Interiors, Inc. (Pac-West). Pac-West was paid \$4,537.50 to correct the error.

The example of the alleged failing to be trustworthy and honest is supported by handwritten notes (marginalia) on a copy of the Pac-West pay application from the Petra files that explains the charge is due to an error by Petra in providing the bench marks to Pac-West. The copy of the Pac-West pay application included in the project pay application assembled by Petra and initially submitted to the city does not contain this particular marginalia. However, it should be noted that the Pac-West pay application was

City of Meridian vs. Petra Inc.
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under a fax cover sheet, which indicated the cost was due to an incorrect benchmark. According to Tom Coughlin, the marginalia was added by him during an in-person discussion with Keith Watts. Subsequently, by email transmittal from Mr. Coughlin to Keith Watts dated April 24, 2008, Mr. Coughlin provided the Pac-West invoice with the marginalia to the city. Mr. Watts then approved the pay application after having received the Pac-West invoice with the marginalia. Consequently, Petra did not conceal any mistake from the city.

In LI's opinion

- LI sees no significance in the marginalia appearing on one copy of the pay application and not on another. There is no indication of when this marginalia was added to the pay application in the Petra files, and the note appears to correctly describe the event.
- It was correct to pay Pac-West to correct the error.
 - This was extra work caused by Pac-West getting the wrong bench mark from the Petra superintendent. As we understand it, Pac-West was not at fault.
- It was correct to include this item in the pay application submitted to the city.
 - The item was a fully supported charge in the contingency portion of the pay application.
- Although the agreement prepared by the City does not delineate the purpose of the contingency in the budget, contingencies in other CM contracts cover unexpected costs such as the benchmark error.
- Petra and the city agreed that Petra errors could not increase costs by more than 1% of the total project cost. (para 2.1.4), which would have been over \$200,000.
- Petra agreed to exercise "ordinary and reasonable care" (para 1.1) they did not agree to be perfect.

To support this complaint the city also references an alleged misrepresentation of the cost of the project. The 12Jul07 budget is used to show that Petra was not indicating costs against the items now included in CO 01 or proposed CO 02 even though Petra had been accruing charges since Aug06. By 26Jul07 CO 01 was included in the budget. By 31Aug07 the added fee for the increased contract amount was included in the budget. Given that the overall project budget was still being established on 12Jul07, and that the CM fee and reimbursables are based on the overall cost of the project, the budgets for the increases to Petra's Contract, which were included in the budgets in July and Aug07, were the appropriate amounts shown at the appropriate times. We know that the budget for Petra's services under CO 02 fluctuated as the estimated total final cost of the project fluctuated, and that the budget for CO 02 was not further adjusted after Dec07. In Apr08 Petra submitted a proposal to accept the amount carried in the budget for CO 02. It was not until Oct08, when the city requested detailed backup for CO 02, that Petra provided the added unreimbursed salary costs they had expended on the project since Aug06.

In LI's opinion the CO 02 request dated 4Apr08 indicates that Petra would have accepted the amount that had been included in the budget as total compensation for both fee and reimbursable salaries to manage the increase in the project. Rather than an indication that

City of Meridian vs. Petra Inc.
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Petra was misrepresenting facts in some way by not including the unreimbursed salaries in the budget, it appears to LI that in Apr08 Petra would accept the amount they had been showing in the budget even though it left them with no compensation for a significant salary cost.

Failing to produce monthly reports during the construction phase:

The contract requires that during the construction phase the CM “report to owner on compliance with the construction management plan, the project schedule and the project budget.” Petra provided such reports to the owner at various meetings from the beginning of the project and throughout all phases. High quality written monthly reports were provided from Dec07 through Dec08 – from the time the Phase IV bids were received until after the project was completed and turned over to the city. The written reports were in addition to regularly reporting as required to the owner at meetings.

Billing the city for cost that should have been backcharged to contractors:

Late in the project Petra approved a pay application for the Commercial Painting to touchup damage to the paint by other contractors. This work was backcharged to the other contractors. In LI’s opinion the appropriate way to manage an occurrence such as this is to process the application the city to pay the painter and as a separate action process the backcharges to the contractors who damaged the paint. LI understands that paint touch up was managed as described above.

Billing for work that was incomplete and/or not performed

Petra staffed the job until it was complete, turned over to city, and the last punch list item was closed, 4Aug09. This is 36 months after entering the contract. The contract included reimbursable salaries plus reimbursable General Conditions for 6 months of preconstruction and 18 months of construction. CO 01 for CM on the contaminated soil added approximately 1 month of construction service reimbursables. However, these were added before the start of foundation work. CO 01 does not mitigate the costs incurred by Petra after the 18 month period agreed for the construction phase.

The contract describes the Construction Phase as:

During construction of the project, from commencement of construction activities until final payment to all contractors

We believe all construction contractors have received final payment, with the possible exceptions of a few cases where the city is holding retention over warranty issues. The last pay application processed by Petra in Apr09 shows Petra and LCA approved releasing

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retention for all contractors except Buss Mechanical and Alpha Masonry. We believe all punch list items are closed. It should be noted that the punch lists and closing punch items were the result of inspections by the city's inspectors. We believe work after the punch list is closed would be warranty work.

Treating the agreement as a cost plus contract. Intended to act as a general contractor instead of a construction manager:

To support this allegation there is a reference to a statement made by Jerry Frank during his deposition. In LI's opinion this statement from a 3Mar10 deposition has no bearing on the actual work of Petra on the project between Aug06 and Aug09. Mr. Frank has informed us that the reference in his deposition to "cost plus a fee" was referring to the Petra Contract, not the project. Our review of this testimony in Mr. Frank's deposition transcript supports his statement.

Petra's position on the project was clearly defined by the documents. Petra was the CM. The Petra Contract (para 1.3) required Petra to act as the Owner's representative:

Construction Manager shall be a representative of the Owner during the project.

The Contract (para 4.7.2) required Petra to act as the Owner's agent:

Construction Manager shall.....act on behalf and be the agent of the Owner throughout the construction of the project.

On a construction project many duties of a construction manager closely parallel the actions of a general contractor. The CM managing and coordinating prime contracts as the Owner's representative is similar to a general contractor managing and coordinating his subcontracts. Examples of other parallel tasks are:

- Providing General Conditions
- Processing invoices
- Keeping the master schedule

In LI's opinion Petra's experience and expertise in performing these tasks as a respected, successful local contractor are precisely the reasons the city hired Petra for its CM.

There are also distinct differences between the duties of a construction manager and those of a general contractor or as the complaint now seems to be alleging the duties of a turnkey contractor:

- Petra could coordinate with the designer and review design documents. However, Petra did not manage the designer. The designer was contracted to and managed by the city. Petra did the value engineering on the resulting design, but Petra, could not require the project be reduced in order to meet the budget.
- Petra could review bids and make recommendations, but the contracts are directly between the city and the various contractors.

City of Meridian vs. Petra Inc.
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- The city held the position under the contract to make the decisions as to the size, quality, etc. of the project the city “retained the Construction Manager to help it achieve” its objectives.

In support of the statement by Mr. Frank LI offers the following observations:

- The Petra Contract was a type of cost plus contract. Based on the scope and budget in the Contract, Petra was to be reimbursed
 - For salaries up to the limits in the contract
 - General Conditions Costs as approved by the owner
 - Plus an agreed fee.
- Also the Contract provided that Petra would be entitled to an equitable adjustment if the services provided by Petra were affected by a change to the size, quality etc. of the project. There is no maximum amount in the contract for this equitable adjustment.

Failing to reject work that failed to meet the drawing and specifications

The Keith Watts deposition includes a list of items he alleges are construction defects.

- Leakage of the Plaza fountain
- Roof leakage
- Cracking concrete
- Noisy HVAC equipment
- Less than highest quality masonry

The city kept the right and obligation to “provide for all required testing and inspection,” and we understand that the city performed the quality control inspections throughout the project or procured services for testing and inspection independent of Petra. The punch list items, which were a result of the inspections by the city’s inspectors, have been closed.

LI’s experience and opinion is that typically items identified after the punch list inspection are resolved under the warranties, and we understand that some of the items noted by Mr. Watts have been resolved under the warranties. Once the building is turned over to the owner, the owner is responsible for administering the warranties. By contract Petra’s services were to be provided through the construction phase. The Contract does not address having Petra provide services through the warranty phase.

Final comments:

To LI it appears that the city would like to characterize the contract with Petra as many things that it was never intended to be.

City of Meridian vs. Petra Inc.
The Opinion of Jack Lemley

The city would like to hold Petra responsible for the final cost of the project. Petra was hired as the city's agent to manage the prime construction contracts between the city and the contractors. Petra was not hired as a lump sum contractor to construct a project that was already fully designed. Petra was not hired as a lump sum design-build contractor to provide a standard 80,000 sf office. Petra was not hired even to manage the design. The city managed the design. Petra's scope included advising the city of the estimated cost to build the design. The documents indicated that the estimates were provided as required.

The city would like to hold Petra responsible for quality control issues on the project. Petra does not have inspectors, inspection service or field engineers included in its staff. The Contract states the city would provide these services.

The city would like to hold Petra responsible for the warranties. Here we believe the city may be confusing Petra's scope with that of a general contractor. Petra's contract has no warranty provisions. The warranties for the work are provided by the prime contracts between the construction contractors and the city. Petra was hired as an agent to manage these contracts through the construction phase.

Petra has performed the job for which it was hired. Petra performed the work with at least the care one would expect. Furthermore, as a result of the decisions by city, the project was increased significantly from the project described by the Petra Contract documents. Also the effort required by Petra to manage the project was increased significantly by the large number of changes to the documents. After the Phase II documents were issued for bid there were 169 Architect's Supplemental Instructions (ASI) issued by LCA, many driven by the city's desire to revise some aspect of the design. This effort by Petra should result in full payment of the Contract amounts plus an equitable adjustment to Petra.

In LI's opinion the Construction Management services provided helped the City develop a cost efficient city hall facility. Again referring to the 2006 Means estimating manual, a City Hall at the 75th percentile would be estimated at \$153/sf, and this would allow about \$45/sf for mechanical and electrical. The meridian city hall project has a rather elaborate mechanical and electrical system, which cost approximately \$67/sf, \$22/sf more expensive than the \$45/sf allowed. The project also includes a Plaza, which added approximately \$21/sf of building, and the cost to initially develop the site, which added approximately \$13/sf. This would be a total of \$209/sf or \$20,900,000 for the 100,000sf building. This is within a few per cent of the total cost for the project. While these are very conceptual numbers, they indicate the total costs for the high quality project developed for Meridian are reasonable.

435
JUN 10 2010
J. DAVID NAVARRO, Clerk
By E. HOLMES
DEPUTY

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Attorneys for Defendant/Counterclaimant, Petra Incorporated

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF
THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

★ ★ ★ ★ ★

THE CITY OF MERIDIAN, AN IDAHO
MUNICIPAL CORPORATION,

Plaintiff,

v.

PETRA, INCORPORATED, AN IDAHO
CORPORATION. ,

Defendant.

Case No. 09-07257

**MEMORANDUM IN SUPPORT OF
OBJECTION TO THE TESTIMONY
AND REPORTS OF STEVE AMENTO**

The above-named Defendant/Counterclaimant, Petra Incorporated ("Petra"), by and through its attorney of record, Thomas G. Walker, of the law firm Cosho Humphrey, LLP submits its memorandum in support of its objection to the testimony and reports of Steve Amento.

I. Introduction

In this case, Petra initiated formal discovery on May 6, 2009 by propounding its First Set of Interrogatories, Requests for Production of Documents and Requests for Admissions upon the City of Meridian ("the City"). Petra's Interrogatory No. 16 requested that the City:

Identify each and every person You expect to call as an expert witness at any hearing or at trial, stating in detail as to each such person: (a) full name, home address, business address and telephone number; (b) educational background; (c) experience in the matter to which he is expected to testify; (d) subject matter on which he is expected to testify; (e) substance of the facts and opinions to which he is expected to testify and a summary of the grounds for each opinion; and (f) manner in which such expert became familiar with the facts of this case.

As of this moment, the City has not provided a response to Interrogatory 16. Obviously, if Mr. Amento is going to testify, he has an opinion, but the City has never disclosed his opinion to Petra. In addition, the City has not disclosed (1) Mr. Amento's experience in the matter to which he is expected to testify, or (2) the facts upon what he bases his opinion, or (3) the manner in which he became familiar with the facts of this case. The City did not disclose Mr. Amento's name until it filed its Reply Memorandum in Support of Plaintiff's Motion for Leave to File First Amended Complaint on April 20, 2010. Presumably, the City retained Mr. Amento prior to filing its motion for leave to amend, but it did not disclose any expert until serving the reply brief.

II. Mr. Amento Should Not be Permitted to Testify or to submit a report.

Rule 26 of the Idaho Rules of Civil Procedure "unambiguously imposes a continuing duty to supplement responses to discovery with respect to the substance and subject matter of expert's testimony where initial responses have been rejected, modified, expanded upon, or

otherwise altered in some matter.” *Schmechel v. Dille*, 148 Idaho 176, 219 P.3d 1192, 1197 (2005); I.R.C.P. 26. “In cases involving expert testimony, a prohibition against discovery of information held by expert witnesses produces in acute form the very evils that discovery has been created to prevent. Effective cross-examination of an expert witness requires advance preparation.” *Id.*

It is fundamental that opportunity be had for full cross-examination, and this cannot be done properly in many cases without resort to pretrial discovery, particularly when expert witnesses are involved. Before any attorney can even hope to deal on cross-examination with an unfavorable expert opinion he must have some idea of the bases of that opinion and the data relied upon. If the attorney is required to await examination at trial to get this information, he often will have too little time to recognize and expose vulnerable spots in the testimony.

Id.

While the court in *Schmechel* was not faced with the question of cross-examination on a motion for leave to amend to add a claim for punitive damages, the principle of a fair opportunity to cross-examine witnesses, particularly expert witnesses, applies equally and is fundamental to achieve a fair and accurate judicial resolution.

Where expert witnesses are employed, cross-examination is even more crucial to ensuring accurate fact-finding. Since, as in this case information submitted by an expert witness generally consists of opinions, cross-examination is necessary to not only test the witness’s knowledge and competence in the field to which his testimony relates but also to elicit the facts on which he relied in forming the opinions.

State v. Creech, 105 Idaho 362, 380 670 P.2d 463, 481 (1983)(emphasis added).

In this case, Petra initiated formal discovery over a year ago, on May 6, 2009, by propounding its First Set of Interrogatories, Requests for Production of Documents and Requests for Admissions upon Meridian. See Petra's Interrogatory No. 16 set forth above.

Meridian has never formally disclosed Mr. Amento or provided any of the requested information.

III. Petra has fulfilled its disclosure responsibilities regarding Lemley International.

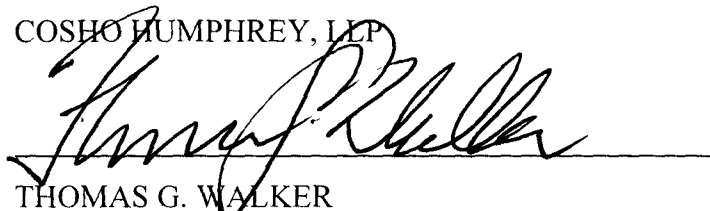
Petra timely supplemented its response to Meridian's Interrogatory No. 16. See the Affidavit of Thomas G. Walker, dated June 10, 2010 and the attached exhibits filed herewith, including Exhibit 503 (Lemley International transmittal letter dated June 10, 2010), Exhibit 502 (Curriculum Vitae of Jack K. Lemley), and Exhibit 504 (Lemley International Expert's Report).

IV. Conclusion

Based on the foregoing, Petra requests that this Court exclude the testimony of Steve Amento and any reports produced by him.

DATED this 10th day of June, 2010.

COSHO HUMPHREY, LLP



THOMAS G. WALKER
Attorneys for Petra Incorporated

CERTIFICATE OF SERVICE

I HEREBY CERTIFY That on the 10th day of June, 2010, a true and correct copy of the
within and foregoing document was served upon:

Kim J. Trout, Esq.
Trout Jones Gledhill Fuhrman, P.A.
225 North 9th Street, Suite 820
P.O. Box 1097
Boise, Idaho 83701

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☐ E-mail:


THOMAS G. WALKER

FILED 435
JUN 10 2010

J. DAVID NAVAJERO, Clerk
By E. HOLMES
DEPUTY

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Erika K. Klein (ISB 5509)
Mackenzie Whatcott (ISB No. 6774)
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Attorneys for Defendant/Counterclaimant, Petra Incorporated

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF
THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

★ ★ ★ ★ ★

THE CITY OF MERIDIAN, an Idaho Municipal
Corporation,

Plaintiff/Counterdefendant,

vs.

PETRA INCORPORATED, an Idaho
corporation,

Defendant/Counterclaimant.

Case No. CV OC 0907257

**PETRA'S MOTION TO SHORTEN
TIME FOR HEARING**

The above-named Defendant/Counterclaimant, Petra Incorporated ("Petra"), by and through its attorney of record, Thomas G. Walker, of the law firm Cosho Humphrey, LLP moves this Court pursuant to Rule 7(b)(3) of the Idaho Rule of Civil Procedure for an Order shortening the required period for hearing Petra's Objection to the Testimony of Steve Amento at the evidentiary hearing scheduled June 14, 2010.

This motion is made because there is insufficient time to give the notice required by Rule 7(b)(3) prior to the hearing scheduled for Monday, June 14, 2009 at 9:00 a.m.

DATED: June 10, 2010.

COSHO HUMPHREY, LLP

By: 

THOMAS G. WALKER

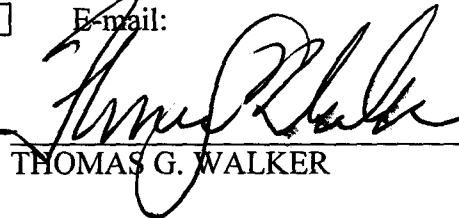
Attorneys for Defendants/Counterclaimant

CERTIFICATE OF SERVICE

I HEREBY CERTIFY That on the 10th day of June, 2010, a true and correct copy of the
within and foregoing document was served upon:

Kim J. Trout, Esq.
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THOMAS G. WALKER

FILED _____
JUN 1 2010
CLERK OF DISTRICT COURT

JUN 1 2010

J. DAVID HAYWARD, Clerk
By T. HOLMES
CLERK

Thomas G. Walker (ISB 1856)
Erika K. Klein (ISB 5509)
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Attorneys for Defendant/Counterclaimant, Petra Incorporated

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF
THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

★ ★ ★ ★ ★

THE CITY OF MERIDIAN, an Idaho Municipal
Corporation,

Plaintiff/Counterdefendant,

vs.

PETRA INCORPORATED, an Idaho
corporation,

Defendant/Counterclaimant.

Case No. CV OC 0907257

NOTICE OF HEARING

PLEASE TAKE NOTICE, That the undersigned, attorneys for Petra Incorporated, ("Petra"), the Defendant/Counterclaimant in the above-entitled matter, will bring before the Honorable Ronald J. Wilper of the above-entitled Court, for hearing at the Ada County Courthouse, 200 West Front Street, Boise, Idaho 83702, on **Monday, the 14th day of June,**

2010, at the hour of 9:00 a.m. or as soon thereafter as counsel can be heard, Defendant, Petra Incorporated's Motion to Shorten Time and Objection to the Testimony of Steve Amento.

DATED: June 10, 2010.

COSHO HUMPHREY, LLP

By: 

THOMAS G. WALKER

Attorneys for Defendant Petra Incorporated

CERTIFICATE OF SERVICE

I HEREBY CERTIFY That on this 10th day of June, 2010, a true and correct copy of the
within and foregoing document was served upon:

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Trout Jones Gledhill Fuhrman, P.A.
225 North 9th Street, Suite 820
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Boise, Idaho 83701

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THOMAS G. WALKER

JUN 11 2010

J. DAVID NAVARRO, Clerk
By L. AMES
DEPUTY

KIM J. TROUT, ISB #2468
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Telephone: (208) 331-1170
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Attorneys for Plaintiff

**IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA**

THE CITY OF MERIDIAN, an Idaho
Municipal Corporation,

Plaintiff,

v.

PETRA, INCORPORATED, an Idaho
Corporation,

Defendant.

Case No. CV OC 09-07257


NOTICE VACATING HEARING

TO: THE ABOVE NAMED PARTIES AND THEIR COUNSEL OF RECORD:

PLEASE TAKE NOTICE, that the hearing on Plaintiff's Motion for Leave to File First Amended Complaint which was scheduled to be heard on the 14th day of June, 2010, at the hour of 9:00 a.m., has been vacated and will be scheduled at a time agreeable to the Court's and the parties' calendars.

DATED this 11th day of June, 2010.

TROUT ♦ JONES ♦ GLEDHILL ♦ FUHRMAN ♦
GOURLEY, P.A.

By: 
for Kim J. Trout
Attorneys for Plaintiff

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 11th day of June, 2010, a true and correct copy of the above and foregoing document was forwarded addressed as follows in the manner stated below:

Thomas G. Walker
MacKenzie Whatcott
COSHO HUMPHREY, LLP
800 Park Blvd., Ste. 790
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Fax: (208) 639-5609

Hand Delivered ☐
U.S. Mail ☐
Fax ☒
Fed. Express ☐
Email ☐


for Kim J. Trout

ORIGINAL

NO. _____ FILED 258
A.M. _____ P.M.

JUN 22 2010

J. DAVID NAVARRO, Clerk
By L. AMES
DEPUTY

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Mackenzie Whatcott (ISB No. 6774)
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E-mail: twalker@cosholaw.com; mwhatcott@cosholaw.com

Attorneys for Defendant/Counterclaimant, Petra Incorporated

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF

THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

★ ★ ★ ★ ★

THE CITY OF MERIDIAN, an Idaho Municipal
Corporation,

Plaintiff,

vs.

PETRA INCORPORATED, an Idaho
corporation,

Defendant.

Case No. CV OC 0907257

**PETRA'S NOTICE OF CLERICAL
ERRATA RE: SUBSTITUTE
MEMORANDUM IN OPPOSITION TO
MERIDIAN'S MOTION FOR LEAVE
TO FILE FIRST AMENDED
COMPLAINT**

Defendant, Petra Incorporated ("Petra"), by and through its attorneys of record notifies the Court and counsel for the City of Meridian of the following clerical correction and supplementation to its Memorandum in Opposition to Meridian's Motion for Leave to File First Amended Complaint as follows:

PETRA'S NOTICE OF CLERICAL ERRATA RE: SUBSTITUTE MEMORANDUM IN OPPOSITION TO
MERIDIAN'S MOTION FOR LEAVE TO FILE FIRST AMENDED COMPLAINT

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Page 1
003809

1. P.13, ¶ 7, second sentence should read: Petra maintained a superintendent full time after the completion of the Project in October 2008 to manage the construction of the East Parking Lot pursuant to an agreement with Keith Watts, Meridian's Purchasing Agent and designated represented.

DATED: June 22, 2010.

COSHO HUMPHREY, LLP

By: 

THOMAS G. WALKER

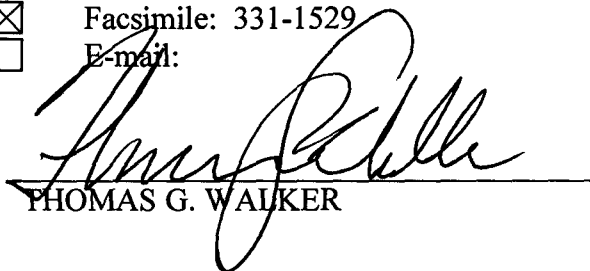
Attorneys for Defendant/Counterclaimant, Petra
Incorporated

CERTIFICATE OF SERVICE

I HEREBY CERTIFY That on the 22nd day of June, 2010, a true and correct copy of
the within and foregoing document was served upon:

Kim J. Trout, Esq.
Trout Jones Gledhill Fuhrman, P.A.
225 North 9th Street, Suite 820
P.O. Box 1097
Boise, Idaho 83701

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☐ Hand Delivery
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☒ Facsimile: 331-1529
☐ E-mail:


THOMAS G. WALKER

ORIGINAL

NO. _____ FILED _____
A.M. _____ P.M. _____

JUN 22 2010

J. DAVID NAVARRO, Clerk
By L. AMES
DEPUTY

Thomas G. Walker (ISB No. 1856)
Mackenzie Whatcott (ISB No. 6774)
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E-mail: twalker@cosholaw.com; mwhatcott@cosholaw.com

Attorneys for Defendant/Counterclaimant, Petra Incorporated

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF

THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

★ ★ ★ ★ ★

THE CITY OF MERIDIAN, an Idaho Municipal
Corporation,

Plaintiff,

vs.

PETRA INCORPORATED, an Idaho
corporation,

Defendant.

Case No. CV OC 0907257

**PETRA'S SECOND NOTICE OF
CLERICAL ERRATA RE:
STATEMENT OF UNDISPUTED
MATERIAL FACTS IN SUPPORT OF
MOTION FOR SUMMARY
JUDGMENT**

Defendant, Petra Incorporated ("Petra"), by and through its attorneys of record notifies the Court and counsel for the City of Meridian of the following clerical corrections and supplementations to its Statement of Undisputed Material Facts in Support of Motion for Summary Judgment as follows:

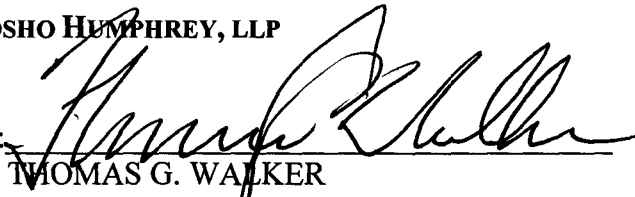
1. P.5, L1 3 and 4, sentence should read: Based on the conceptual design documents received in December 2006 Petra informed the City that the Initial Budget of the Project would be \$16,794,426.

2. P.24, ¶ 3, second sentence should read: Petra maintained a superintendent full time after the completion of the Project in October 2008 to manage the construction of the East Parking Lot pursuant to the direction of Keith Watts, the City's designated agent.

DATED: June 22, 2010.

COSHO HUMPHREY, LLP

By:

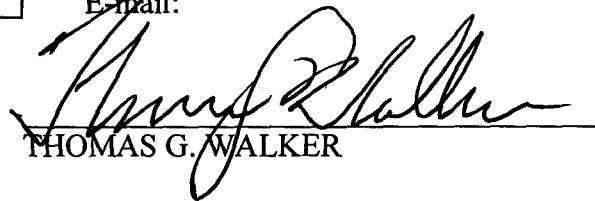

THOMAS G. WALKER
Attorneys for Defendant/Counterclaimant, Petra
Incorporated

CERTIFICATE OF SERVICE

I HEREBY CERTIFY That on the 22 day of June, 2010, a true and correct copy of
the within and foregoing document was served upon:

Kim J. Trout, Esq.
Trout Jones Gledhill Fuhrman, P.A.
225 North 9th Street, Suite 820
P.O. Box 1097
Boise, Idaho 83701

☐ U.S. Mail
☐ Hand Delivery
☐ Overnight Courier
☒ Facsimile: 331-1529
☐ E-mail:


THOMAS G. WALKER

ORIGINAL

NO. _____ FILED 393
A.M. _____ P.M.

JUN 25 2010

J. DAVID NAVARRO, Clerk
By E. HOLMES
DEPUTY

Thomas G. Walker (ISB 1856)
Ericka K. Klein (ISB 5509)
MacKenzie Whatcott (ISB 6774)
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Attorneys for Defendant/Counterclaimant, Petra Incorporated

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF

THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

★ ★ ★ ★ ★

THE CITY OF MERIDIAN, an Idaho
Municipal Corporation,

Plaintiff/Counterdefendant,

vs.

PETRA INCORPORATED, an Idaho
corporation,

Defendant/Counterclaimant.

Case No. CV OC 0907257

**SECOND SUPPLEMENTAL
AFFIDAVIT OF EUGENE R. BENNETT
DATED JUNE 22, 2010 TO CORRECT
CLERICAL ERROR IN APRIL 7, 2010
AFFIDAVIT**

STATE OF IDAHO)
) ss.
County of Ada)

Eugene R. Bennett, being first duly sworn upon oath, depose and state:

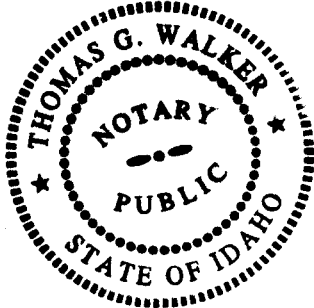
1. I make this Affidavit based upon my own personal knowledge and I am competent to testify to the facts set forth below if called as a witness.

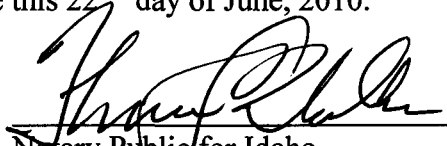
2. Paragraph 16 of my April 7, 2010 Affidavit should correctly read: Petra presented the City with a preliminary budget of \$16,254,033 for the building based on the initial 20% Shell & Core documents.

3. Paragraph 40 of my April 7, 2010 Affidavit incorrectly referenced the wrong year for the completion of the City of Meridian project. It should correctly read October 2008 and not October, 2007.


EUGENE R. BENNETT

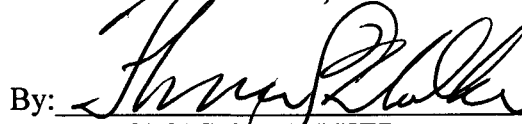
SUBSCRIBED AND SWORN to before me this 22nd day of June, 2010.




Notary Public for Idaho
Residing at Boise, Idaho
My commission expires: 3/20/2013

DATED: June 22nd, 2010.

COSHO HUMPHREY, LLP

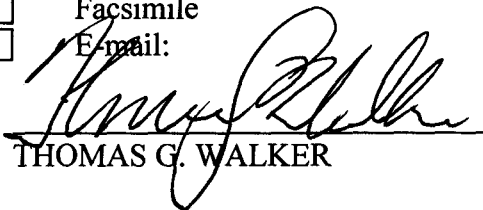
By: 
THOMAS G. WALKER
Attorneys for Petra Incorporated

CERTIFICATE OF SERVICE

I HEREBY CERTIFY That on the 22nd day of June, 2010, a true and correct copy of the
within and foregoing document was served upon:

Kim J. Trout, Esq.
Trout Jones Gledhill Fuhrman, P.A.
225 North 9th Street, Suite 820
P.O. Box 1097
Boise, Idaho 83701

☐ U.S. Mail
☒ Hand Delivery
☐ Overnight Courier
☐ Facsimile
☐ E-mail:


THOMAS G. WALKER

ORIGINAL

NO. _____ FILED **353**
A.M. _____ P.M.

JUN 25 2010

J. DAVID NAVARRO, Clerk
By **E. HOLMES**
DEPUTY

Thomas G. Walker (ISB 1856)
Mackenzie Whatcott (ISB 6774)
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Attorneys for Defendant/Counterclaimant, Petra Incorporated

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF

THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

★ ★ ★ ★ ★

THE CITY OF MERIDIAN, an Idaho Municipal Corporation,

Plaintiff/Counterdefendant,

vs.

PETRA INCORPORATED, an Idaho corporation,

Defendant/Counterclaimant.

Case No. CV OC 0907257

NOTICE OF HEARING

PLEASE TAKE NOTICE, That the undersigned, attorneys for Petra Incorporated, ("Petra"), the Defendant/Counterclaimant in the above-entitled matter, will bring before the Honorable Ronald J. Wilper of the above-entitled Court, for hearing at the Ada County Courthouse, 200 West Front Street, Boise, Idaho 83702, on **Monday, the 26th day of July,**

2010, at the hour of 2:30 p.m. or as soon thereafter as counsel can be heard,
Defendant/Counterclaimant, Petra Incorporated's Motion for Leave to File Second Amended
Counterclaim.

DATED: June 24, 2010.

COSHO HUMPHREY, LLP

By:


THOMAS G. WALKER

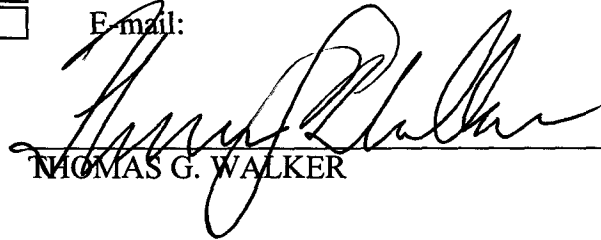
Attorneys for Defendant/Counterclaimant, Petra
Incorporated

CERTIFICATE OF SERVICE

I HEREBY CERTIFY That on the 24th day of June, 2010, a true and correct copy of the
within and foregoing document was served upon:

Kim J. Trout, Esq.
Trout Jones Gledhill Fuhrman, P.A.
225 North 9th Street, Suite 820
P.O. Box 1097
Boise, Idaho 83701

☒ U.S. Mail
☐ Hand Delivery
☐ Overnight Courier
☐ Facsimile
☐ E-mail:


THOMAS G. WALKER

ORIGINAL

NO. _____
A.M. _____ P.M. 3:31

JUN 25 2010

J. DAVID NAVARRO, Clerk
By J. RANDALL
DEPUTY

Thomas G. Walker (ISB 1856)
Mackenzie Whatcott (ISB 6774)
COSH O HUMPHREY, LLP
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Attorneys for Defendant/Counterclaimant, Petra Incorporated

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF
THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

★ ★ ★ ★ ★

THE CITY OF MERIDIAN, an Idaho Municipal
Corporation,

Plaintiff/Counterdefendant,

vs.

PETRA INCORPORATED, an Idaho
corporation,

Defendant/Counterclaimant.

Case No. CV OC 0907257

AMENDED NOTICE OF HEARING

PLEASE TAKE NOTICE, That the undersigned, attorneys for Petra Incorporated, ("Petra"), the Defendant/Counterclaimant in the above-entitled matter, will bring before the Honorable Ronald J. Wilper of the above-entitled Court, for hearing at the Ada County Courthouse, 200 West Front Street, Boise, Idaho 83702, on **Monday**, the **26th** day of **July**,

2010, at the hour of 2:30 p.m. or as soon thereafter as counsel can be heard,
Defendant/Counterclaimant, Petra Incorporated's Motion for Leave to File First Amended
Answer and Second Amended Counterclaim.

DATED: June 25, 2010.

COSHO HUMPHREY, LLP

By: 

THOMAS G. WALKER

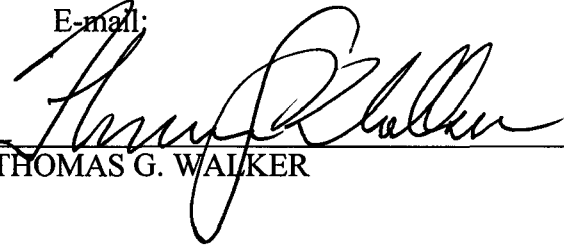
Attorneys for Defendant/Counterclaimant, Petra
Incorporated

CERTIFICATE OF SERVICE

I HEREBY CERTIFY That on the 25th day of June, 2010, a true and correct copy of the
within and foregoing document was served upon:

Kim J. Trout, Esq.
Trout Jones Gledhill Fuhrman, P.A.
225 North 9th Street, Suite 820
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Boise, Idaho 83701

<input checked="" type="checkbox"/>	U.S. Mail
<input type="checkbox"/>	Hand Delivery
<input type="checkbox"/>	Overnight Courier
<input type="checkbox"/>	Facsimile
<input type="checkbox"/>	E-mail:


THOMAS G. WALKER

ORIGINAL

NC. _____ FILED 3:30
A.M. _____ P.M.

JUN 29 2010

J. DAVID NAVARRO, Clerk
By CARLY LATIMORE
DEPUTY

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Erika K. Klein (ISB 5509)
Mackenzie Whatcott (ISB 6774)
COSHO HUMPHREY, LLP
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E-mail: twalker@cosholaw.com; eklein@cosholaw.com; mwhatcott@cosholaw.com

Attorneys for Defendant/Counterclaimant, Petra Incorporated

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF

THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

★ ★ ★ ★ ★

THE CITY OF MERIDIAN, an Idaho Municipal
Corporation,

Plaintiff/Counterdefendant,

vs.

PETRA INCORPORATED, an Idaho
corporation,

Defendant/Counterclaimant.

Case No. CV OC 0907257

**MOTION FOR LEAVE TO FILE FIRST
AMENDED ANSWER AND SECOND
AMENDED COUNTERCLAIM**

Petra Incorporated ("Petra"), by and through its attorneys of record, Cosho Humphrey, LLP, moves this Court pursuant to Rule 15(a) of the Idaho Rules of Civil Procedure, for an order granting it leave to file its First Amended Answer and Second Amended Counterclaim in the form attached hereto as Exhibit "A."

On May 6, 2009, Petra filed and served its Answer to the Complaint (“Complaint”) filed on April 16, 2009 by the City of Meridian (“Meridian”). Petra filed and served its Counterclaim on May 6, 2009 and its First Amended Counterclaim on August 21, 2009. Petra’s First Amended Answer is requested to update Petra’s responses to its Answer filed on May 6, 2009. The Second Amended Counterclaim is requested to clarify Petra’s claims for damages suffered for diversion of its personnel’s time from their legitimate business duties, lost business opportunities, and loss of Petra’s business and professional reputation.

This motion is based on the pleadings, records and files in this case and Petra’s Memorandum in Support of its Motion for Leave to File the First Amended Answer and Second Amended Counterclaim filed and served contemporaneously herewith. Petra also relies on the following Affidavits:

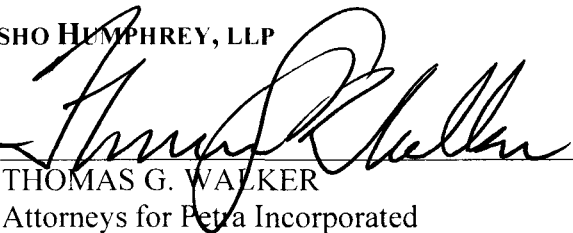
Filed	Description
June 29, 2009	Affidavit of Thomas G. Walker in Support of Motion to Compel Discovery Responses and for Sanctions
June 29, 2009	Affidavit of Tom Coughlin Dated June 29, 2009 in Support of Petra Incorporated’s Motion to Compel Discovery Responses
October 1, 2009	Affidavit of Thomas G. Walker in Support of Court Ordered Mediation
April 8, 2010	Affidavit of Thomas G. Walker in Support of Petra’s Opposition to Plaintiff’s Motion for Leave to File First Amended Complaint and to Add a Claim for Punitive Damages
April 8, 2010	Affidavit of Jerald Frank dated April 7, 2010 in Opposition to Plaintiff’s Motion for Leave to File First Amended Complaint and to Add a Claim for Punitive Damages

April 8, 2010	Affidavit of Gene Bennett dated April 7, 2010 in Opposition to Plaintiff's Motion for Leave to File First Amended Complaint and to Add a Claim for Punitive Damages
April 29, 2010	Supplemental Affidavit of Eugene R. Bennett dated April 21, 2010 to Correct Clerical Error
May 6, 2010	Affidavit of Jerald S. Frank dated May 4, 2010 in Support of Petra Incorporated's Motion for Summary Judgment
May 6, 2010	Affidavit of Thomas Walker dated April 29, 2010 in Support of Petra Incorporated's Motion for Summary Judgment
May 6, 2010	Affidavit of Thomas R. Coughlin dated May 5, 2010 in Support of Petra Incorporated's Motion for Summary Judgment
May 6, 2010	Affidavit of John Quapp dated May 5, 2010 in Support of Petra Incorporated's Motion for Summary Judgment
May 6, 2010	Affidavit of Eugene R. Bennett dated May 5, 2010 in Support of Petra Incorporated's Motion for Summary Judgment
May 6, 2010	Affidavit of Jack K. Lemley dated April 30, 2010
May 21, 2010	Affidavit of Thomas Walker dated May 20, 2010 in Opposition to Meridian's Rule 56(f) Motion
May 21, 2010	Affidavit of Jerald S. Frank dated May 20, 2010 in Opposition to Meridian's Rule 56(f) Motion
June 9, 2010	Affidavit of Thomas Walker dated June 10, 2010 in Support of Petra Incorporated's Objection to the Testimony of Steve Amento
June 24, 2010	Second Supplemental Affidavit of Eugene R. Bennett dated June 22, 2010 to Correct Clerical Error in April 7, 2010 Affidavit.

Oral argument is requested on this motion and has been scheduled for July 26, 2010, at 2:30 p.m. or as soon thereafter as counsel can be heard.

COSHO HUMPHREY, LLP

DATED: June 29, 2010.

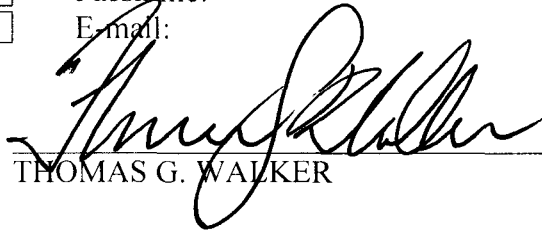
By: 
THOMAS G. WALKER
Attorneys for Petra Incorporated

CERTIFICATE OF SERVICE

I HEREBY CERTIFY That on the 29th day of June, 2010, a true and correct copy of the
within and foregoing document was served upon:

Kim J. Trout, Esq.
Trout Jones Gledhill Fuhrman, P.A.
225 North 9th Street, Suite 820
P.O. Box 1097
Boise, Idaho 83701

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☐ Hand Delivery
☐ Overnight Courier
☐ Facsimile:
☐ E-mail:



THOMAS G. WALKER

EXHIBIT "A"

Thomas G. Walker (ISB 1856)
Mackenzie Whatcott (ISB 5509)
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Direct Facsimile: (208) 639-5609
E-mail: twalker@cosholaw.com; mwhatcott@cosholaw.com

Attorneys for Defendant/Counterclaimant, Petra Incorporated

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF

THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

★ ★ ★ ★ ★

THE CITY OF MERIDIAN, an Idaho Municipal
Corporation,

Plaintiff/Counterdefendant,

vs.

PETRA INCORPORATED, an Idaho
corporation,

Defendant/Counterclaimant.

Case No. CV OC 0907257

PETRA INCORPORATED'S FIRST AMENDED ANSWER TO COMPLAINT AND SECOND AMENDED COUNTERCLAIM

INTRODUCTION

On May 6, 2009 Petra Incorporated ("Petra") filed and served its Answer to the Complaint ("Complaint") filed on April 16, 2009, by the City of Meridian ("City" or "Meridian" or "Owner"), in which it admitted, denied and affirmatively alleged as set forth therein. Petra also filed and served its Counterclaim on May 6, 2009 and its First Amended Counterclaim on

August 21, 2009. This First Amended Answer and Second Amended Counterclaim is made to update Petra's responses in its Answer and, with respect to the Second Amended Counterclaim, to clarify Petra's claims for damages suffered for diversion of its personnel's time from their legitimate business duties, lost business opportunities, and loss of Petra's business and professional reputation.

ANSWER

FIRST DEFENSE

The City's Complaint fails to state a claim for which relief can be granted. Petra denies each and every allegation not specifically admitted herein.

SECOND DEFENSE

Regarding the specific allegations of the Complaint, Petra responds as follows:

JURISDICTION AND VENUE

1. Petra admits the allegations in Paragraph 1.¹
2. Petra admits the allegations in Paragraph 2.

GENERAL ALLEGATIONS

3. Petra admits the allegations in Paragraph 3.
4. Petra admits that the Construction Management Agreement ("Construction Management Agreement" or "Agreement") dated August 1, 2006, attached to the Complaint as Exhibit A, appears to be a copy of the Construction Management Agreement; provided however, that Petra alleges that the Construction Management Agreement speaks for itself and to the

¹ Unless otherwise noted, all references to "Paragraph" or "Paragraphs" are to those contained in the Complaint.

extent the allegations in Paragraph 4 are inconsistent with the Construction Management Agreement, Petra denies those allegations.

5. Petra admits the allegations in Paragraph 5; provided, however, Petra asserts that it provided written and oral information regarding the continuously expanding scope of Petra's work being directed by the City throughout the term of the Construction Management Agreement. Provided further, that by letter dated November 5, 2007, Petra provided specific written Notice of Intent to submit a formal Change Order for additional construction management fees and reimbursable expenses that were expected to be incurred after the date of the Notice of Intent. Provided further, that Petra provided the City a revised Change Order No. 2 in the amount of \$522,589.00 for services provided and materials furnished as described in Change Order No. 2, plus accrued interest at the rate of .75% per month as provided in paragraph 6.3.2 of the Construction Management Agreement until paid in full.

6. Petra admits that the Construction Management Agreement speaks for itself and to the extent the allegations in Paragraph 6 are inconsistent with the Construction Management Agreement, Petra denies those allegations.

7. Petra denies the allegations contained in paragraph 7.

COUNT ONE

DECLARATORY JUDGMENT

8. Regarding the allegations of Paragraph 8, Petra incorporates its responses above to each Paragraph inclusively referenced by the City.

9. Petra admits the allegations of Paragraph 9; provided, however, that the actual controversy did not arise until the City refused to pay Petra the full amount of its earned compensation as required by the Agreement, including \$74,894.25 for services provided and materials furnished for the City Hall project, \$51,152.79 for services provided and materials furnished for the East Parking Lot, and \$522,589.00 for services provided and materials furnished as described in Petra's Change Order No. 2, plus accrued interest at the rate of .75% per month as provided in paragraph 6.3.2 of the Agreement until paid in full.

10. Petra denies the allegations of Paragraph 10.

11. Petra denies the allegations of Paragraph 11.

12. Petra admits that a judicial determination of the issues raised in the Complaint and Petra's Second Amended Counterclaim is necessary. Petra denies the remaining allegations of Paragraph 12.

COUNT TWO

13. Regarding the allegations of Paragraph 13, Petra incorporates its responses above to each Paragraph inclusively referenced by the City.

14. Petra admits the allegations of Paragraph 14.

15. Petra admits that the Construction Management Agreement speaks for itself and to the extent the allegations in Paragraph 15 are inconsistent with the Construction Management Agreement, Petra denies those allegations.

16. Petra denies the allegations of Paragraph 16.

17. Petra denies the allegations of Paragraph 17.

18. Petra denies the allegations of Paragraph 18.

19. Petra admits that a judicial determination of the issues raised in the Complaint and Petra's Counterclaim is necessary. Petra denies the remaining allegations of Paragraph 19.

COUNT THREE

20. Regarding the allegations of Paragraph 20, Petra incorporates its responses above to each Paragraph inclusively referenced by the City.

21. Petra denies the allegations of Paragraph 21.

22. Petra denies the allegations of Paragraph 22.

ATTORNEY'S FEES AND COSTS

23. Petra admits that the City has retained counsel in this matter. Petra denies that the City is entitled to an award of attorney's fees or costs.

MERIDIAN'S PRAYER FOR RELIEF

24. Petra asserts that the City is not entitled to any relief pursuant to the claims alleged in the Complaint.

THIRD DEFENSE

AFFIRMATIVE DEFENSES

25. The Complaint fails to state a claim for which relief can be granted.

26. The claims made in the Complaint are barred because the acts, conduct, representations, and omissions by or chargeable to the City breached the agreements it had with Petra.

27. The claims made in the Complaint are barred because the City cannot enforce a contract of which it is in breach.

28. The claims made in the Complaint for declaratory relief are barred because they are not ripe.

29. The claims made in the Complaint for declaratory relief are barred because the City has stated a claim for damages in the Complaint and therefore has acknowledged that it has an adequate remedy at law.

30. The claims made in the Complaint for declaratory relief are barred because the City seeks to try factual disputes as determinative issues.

31. The claims made in the Complaint are barred by the doctrine of estoppel because of the acts, conduct, representations, and omissions by or chargeable to the City.

32. The claims made in the Complaint are barred by the doctrines of waiver and release because of the acts, conduct, representations, and omissions by or chargeable to the City.

33. The claims made in the Complaint are barred because Petra performed its work in accordance with the applicable standard of care set forth in paragraph 1.1 of the Construction Management Agreement as follows:

Construction Manager further covenants that Construction Manager will perform its services under this Agreement, in the exercise of ordinary and reasonable care and with the same degree of professional skill, diligence and judgment as is customary among construction managers of similar reputation performing work for projects of a size, scope and complexity similar to the Project. Construction Manager shall, at all times, further the interest of Owner through efficient business administration and management.

See also the expert opinion of Jack K. Lemley and Lemley International and the Affidavit of Jack K. Lemley dated April 30, 2010, in which Mr. Lemley testifies that:

... it is my opinion within a reasonable degree of professional certainty that Petra exercised ordinary and reasonable care with the same degree of professional skill, diligence and judgment as is customary in this community among construction managers performing work for projects of a size, scope and complexity similar to the Project.

34. The claims made in the Complaint are barred because Petra fulfilled its duties under the Construction Management Agreement according to the professionals hired by the City and its own building inspectors.²

35. The claims made in the Complaint are barred because once the work on the Project was accepted by the City and the Occupancy Permits were issued, Petra's duties under the Construction Management Agreement were fulfilled and concluded.

36. The claims made in the Complaint are barred by the "time is of the essence" provision in the Construction Management Agreement.

37. The claims made in the Complaint are barred because the City had a contractual obligation to "...[t]imely render its direction, consent or approval on matters identified by Construction Manager for Owner's direction, decision, consent or approval."³

38. The claims made in the Complaint are barred because, if the City had any problem with the manner in which Petra was performing its duties, it was required under

² Petra fulfilled its duties and responsibilities under the Construction Management Agreement according to Lombard-Conrad ("Architects" or "LCA"), independent inspection and testing companies, such as Materials Inspection and Testing, Inc., the commissioning agent, Heery International, and the City's own employees and building inspectors.

³ Construction Management Agreement at § 3.2.3.

paragraph 3.2.6 of the Construction Management Agreement to specifically identify the problem during the course of Project. Paragraph 3.2.6 provides:

If Owner learns of any failure to comply with the Construction Contract by Contractor, or of any errors, omissions, or inconsistencies in the services of Construction Manager, and in the further event that Construction Manager does not have notice of the same, Owner shall inform Construction Manager.

39. The claims made in the Complaint are barred by the City's delay in claiming that Petra was negligent until after it accepted the Project as complete and occupied it. This delay bars the City, as a matter of law, under section 3.2.3 and the "time is of the essence" provision of the Construction Management Agreement from now challenging Petra's work.

40. The claims made in the Complaint are barred because, during Petra's performance under the Construction Management Agreement, the City and Petra established procedures and methods that amended and supplemented the Construction Management Agreement and also provided missing terms and conditions pursuant to the doctrines of course of performance, course of dealing and usage of trade.

41. The claims made in the Complaint are barred because the City's damages, if any, do not amount to 1% of the cost of the Project.⁴ Accordingly, without damages in excess of 1%, the City does not have a viable claim against Petra.⁵

42. The claims made in the Complaint are barred because the relief sought would result in the unjust enrichment of the City to the detriment of Petra.

⁴ See Construction Management Agreement at § 2.1.4. Notably, after more than a year of litigation and extensive discover, the City has not yet identified any evidence that it suffered damages.

⁵ The threshold amount of damages required to support a claim against Petra would be \$215,134.

43. The claims made in the Complaint are barred by the doctrine of laches because of the acts, conduct, representations, and omissions by or chargeable to the City.

44. The claims made in the Complaint are barred by the doctrine of unclean hands because of the acts, conduct, representations, and omissions by or chargeable to the City.

45. The claims made in the Complaint are barred because the City was guilty of negligent or careless acts and omissions during times relevant to the design, development and construction of the Project and in connection with the matters, events and damages alleged in the Complaint, which negligence or carelessness on its part proximately caused and contributed to said events and the City's resultant damages, if any.

46. The claims made in the Complaint are barred because any injury or damages that the City alleges it has sustained resulted from superseding and/or intervening acts, conduct, omissions, representations, events, and/or other causes that were not foreseeable or otherwise properly attributable to Petra.

47. The claims made in the Complaint are barred because the City sustained no cognizable injury or damages as a result of any act, conduct, representation or omission alleged in the Complaint against Petra.

48. The claims made in the Complaint are barred because the City failed to use reasonable care to reduce, mitigate and minimize any injury or damages that it alleges it has sustained.

49. The claims made in the Complaint are barred because the City, voluntarily and with full knowledge of the circumstances, or by failing to use reasonable care, committed acts or omissions that aggravated any injury or damages that the City alleges it has sustained.

50. The claims made in the Complaint are barred to the extent they seek recovery of fees and costs where such recovery is unavailable.

51. As of the date of this First Amended Answer and without the benefit of full discovery, Petra is unable to fully state in complete detail all of the affirmative defenses that may exist with respect to the Complaint. Therefore, consistent with Rule 11 of the Idaho Rules of Civil Procedure, Petra has asserted the affirmative defenses that are presently known to it and believed to be applicable, but Petra expressly reserves the right to assert additional affirmative defenses if discovery reveals other defenses are available.

ATTORNEY FEES

52. Petra has been required to retain the services of the law firm of Cosho Humphrey, LLP in order to defend its interests against the City's claims in this matter and is entitled to recover its reasonable attorney fees and litigation costs associated with defending this action pursuant to Idaho Code §§ 12-117, 12-120(3), 12-121, 12-123, 10-1210 and Rule 54 of the Idaho Rules of Civil Procedure.

PRAYER

Petra having fully answered the Complaint and asserted known affirmative defenses, asks:

53. That the Complaint, and each claim and cause of action contained therein, against Petra be dismissed with prejudice with the City taking nothing thereby;

54. That Petra be awarded its reasonable attorney fees and costs in an amount to be determined by the Court; and

55. For such other and further relief as the Court deems just and proper under the circumstances.

SECOND AMENDED COUNTERCLAIM

Petra as and for a Counterclaim against the City, alleges:

56. At all times relevant to this Counterclaim, Petra was corporation in good standing under the laws of the state of Idaho.

57. At all times relevant to this Counterclaim, the City was an Idaho municipal corporation located in Ada County.

58. This Court has jurisdiction over the parties and venue is proper in Ada County, Idaho.

FACTS

59. The City entered into an agreement with LCA Architects, P.A. ("LCA" or "Architect") dated July 11, 2006, to provide professional architectural services.⁶

⁶ See Paragraph 3.3 of the Construction Management Agreement provides: "Owner has retained LCA Architects, P.A., an Idaho professional corporation ("Architect") to provide professional architectural services for the Project.

60. The City entered into a Construction Management Agreement with Petra dated August 1, 2006 (“Construction Management Agreement” or “Agreement”).

61. Under the Construction Management Agreement, Petra was retained to assist the City by providing construction management services for a project described in the Construction Management Agreement.⁷

62. In accordance with the requirements of the Construction Management Agreement, Petra appointed Eugene R. Bennett as its authorized representative and the City appointed Keith Watts as its representative.⁸ Paragraph 1.2 of the Construction Management Agreement provides:

Owner and Construction Manager shall designate a representative who shall be authorized to act on that parties’ behalf with respect to the Project. Each party’s representative shall render decisions in a timely manner in order to avoid unreasonable delay in the progress of the Project. Each party may rely upon the directions and decisions of such representatives as the directions and decisions of the other party. Neither Owner nor Construction Manager shall change its authorized representative without five (5) days prior written notice to the other party.

⁷ Petra was hired by the City as a **construction manager not-at-risk**. Under the **construction manager-not-at-risk** (agent) model, the construction manager contracts with the owner to provide a variety of services such as construction scheduling and coordination, but does not guarantee the price or the product of the construction project.

Under the construction manager-at-risk model, which does not apply in this case, the construction manager typically guarantees the maximum price for a project, and enters into the contracts with the trade contractors and suppliers. The at-risk approach is not much different from the traditional general contractor role, except that the construction manager may be involved early on in the pre-construction and design phases of a project.

⁸ Initially Wesley Bettis, Jr. one of Petra’s Project Engineers, was appointed by Petra to serve with Eugene R. Bennett. However, Mr. Bettis left Petra’s employment and Mr. Bennett continued as Petra’s sole authorized representative. The City delayed in appointing Mr. Watts until on or about April 3, 2007. Between August 1, 2006 and April 3, 2007, the City was providing management and direction through several people, including Mayor Tammy DeWeerd, Councilman Keith Bird, City Clerk Will Berg, and Purchasing Agent Keith Watts. The lack of a single point of contact resulted in mixed and contradictory directions. In order to address this issue, the City agreed to appoint Mr. Watts as its sole authorized representative.

63. As provided in paragraph 1.2 of the Construction Management Agreement, Petra relied upon the directions and decisions of Mr. Watts as the directions and decisions of the City.

64. As described in the Construction Management Agreement, Petra's services were intended to extend over a six-month preconstruction phase and an 18-month construction phase.⁹

65. The City represented to Petra in Recitals B of the Construction Management Agreement that:

Owner desires to abate and demolish the existing structure on the Site and develop a new city hall facility thereon consisting of a four story structure with approximately 80,000 square feet of standard Class A office space and related improvements with surface parking (the "Project").

66. The City also provided Petra with a copy of a building program document prepared by LCA that represented the building would consist of approximately 84,300 gross square feet, with 67,450 net square feet of usable space. Notably, the building described in the program does not contain a basement.¹⁰

67. Notwithstanding the City's representations, the project described in Recitals B and LCA building program was not designed, no plans or specifications were prepared for that project and that project was never built.¹¹

68. Petra did not manage or direct LCA at any time relevant to this lawsuit. Petra's scope of services did not include being the "agent of the Owner" in regard to the Owner's

⁹ As noted below, the discovery of extensive soil contamination delayed the Project by approximately four months. Consequently, the pre-construction period lasted at least nine months and perhaps as long as 11 months. The 18-month construction period that commenced on May 21, 2007, did not immediately follow the preconstruction period.

¹⁰ See Meridian City Hall Project Building Program Bates Numbered CM002832 through CM002849.

¹¹ See reference below to LCA's building program that further defined the building as consisting of 80,000 gross square feet with 67,000 square feet for tenant occupancy.

architect. Petra was only required to act as the owner's representative with regard to the construction contracts. The City managed the contract with LCA directly (not through Petra), even to the extent that the cost for LCA's services was not included in the budgets submitted by Petra and the payments by the City to LCA were not processed through Petra.

69. However, LCA approved the City's payments to Petra.

70. After August 1, 2006, the City directed LCA to design a project that was significantly different from the project described in Recitals B. Consequently, LCA, under the City's management and direction, designed a three story building with a basement. This building is approximately 104,000 square feet in size, including a basement.

71. Rather than standard Class A office space,¹² the building designed by LCA has a number of special features including a large column free council chamber, 200-year exterior stone and brick cladding, special high quality mechanical and electrical systems, finished individual offices in lieu of open office space and LEED silver certification.

¹² The "standard" Class A office building described in Recitals B and the LCA building program consisted of a four story above ground building with stucco or equivalent exterior cladding, standard mechanical, electrical, plumbing systems, including a conventional HVAC equipment and overhead delivery system, and open office space. Additionally, Recitals B called for surface parking, not including the elaborate plaza ordered by the City. Although the possibility of LEED certification was discussed during the pre-August 1, 2006 proposal phase, the City had not decided to proceed with LEED certification as of August 1, 2006 and did not include LEED certification in the description of the project in Recitals B. Finally, as noted elsewhere herein, the \$12.2 Project Budget described in paragraph 4.4.1(f) of the Construction Management Agreement did not include the extras the City directed LCA to include in the new design, plans and specifications.

72. The project as designed by LCA, under the city's management and direction, was a significantly larger, more complex, higher quality and more expensive than the project described in the Construction Management Agreement.¹³

73. The City also represented to Petra in paragraph 4.4.1(f) of the Construction Management Agreement that:

. . . the Owner's maximum price for the construction of the Project is Twelve Million Two Hundred Thousand and No/100ths Dollars (\$12,200,000.00) (the "Project Budget").

74. A project budget of \$12.2 million for an 80,000 square foot, four-story, above ground standard Class A office building was reasonable. This estimate was, however, strictly conceptual, and not based on a design. \$12.2 million for an 80,000 square foot office building results in \$152.54 per square foot. The 2006 Means Estimating Manual, an industry standard, gives \$130 per square foot as the 75th percentile for one to four story office buildings including some site work. Using \$130 per square foot for 80,000 square foot building allows for \$10.4 million for the building, plus \$1.8 million for demolition, abatement, a modest plaza and surface parking.¹⁴

75. However, the project actually designed and constructed pursuant to the City's management and direction cost more than \$21.5 million.

76. Under the Construction Management Agreement, inspection and testing services were not included in Petra's scope of services and no cost for inspectors was included in Petra's

¹³ See Expert's Opinion of Jack K. Lemley contained in the Report by Lemley International dated June 10, 2010, ("Lemley Report") at p. 2 and below for a more detailed description of the upgrades and other changes made to the project by Meridian.

¹⁴ See Lemley Report at p. 2.

rate schedule. The City was responsible for inspection and testing. Paragraph 3.2.5 of the Construction Management Agreement states:

Owner shall provide all required testing or inspection of the Work as may be mandated by law, the Construction Documents or the Construction Contracts.

77. Based on the agreed scope of services, budget, project size, schedule and complexity described in the Construction Management Agreement, Petra agreed to a fee of \$574,000, or 4.7% of the Project Budget described in paragraph 4.4.1(f) of the Construction Management Agreement. Petra also agreed to not-to-exceed reimbursable staff expenses of \$29,818 for preconstruction and \$249,994 for construction phase services at an agreed rate schedule. Further, Petra agreed to reimbursable general conditions expenses at its cost.

78. The agreed upon compensation to Petra was reasonable for the project described in Recitals B, LCA's building program and paragraph 4.4.1(f) of the Construction Management Agreement.¹⁵

79. Paragraph 7 of the Construction Management Agreement included a provision for an equitable adjustment of Petra's compensation should the size, complexity, schedule, budget or other aspects of the project change significantly. Paragraph 7 provides as follows:

7. CHANGES

Changes in Construction Manager's services (not involving a cardinal change to the scope of the services) may be accomplished after the execution of this Agreement upon Owner's request or if Construction Manager's services are affected by any of the following:

¹⁵ See Lemley Report at pp. 1 and 2.

- (a) A change in the instructions or approvals given by Owner that necessitate revisions to previously prepared documents or the reperformance of previously performed services;
- (b) Significant change to the Project, including, but not limited to size, quality, complexity, Owner's schedule, budget or procurement method;
- (c) Construction Manager performs additional services because of active Owner interference pursuant to Section 5.2; or
- (d) Preparation for and attendance at a dispute resolution proceeding or a legal proceeding except where Construction Manager is a party thereto or where the Construction Manager's performance is an issue in such proceeding.

Except as otherwise set forth in this Agreement, if any of the above circumstances materially affect Construction Manager's services, Construction Manager shall be entitled to an equitable adjustment in the Schedule of Performance, the Construction Manager's Fee and/or the not-to-exceed limits for reimbursable expenses, as mutually agreed by Owner and Construction Manager. Prior to providing any additional services, Construction Manager shall notify Owner of the proposed change in services and receive Owner's approval for the change. Except for a change due to the fault of Construction Manager, a change shall entitle Construction Manager to an equitable adjustment in the Schedule of Performance, Construction Manager's Fees and/or the not-to exceed limits for reimbursable expenses as mutually agreed by Owner and Construction Manager.

80. Paragraph 6.2.2 of the Construction Management Agreement includes a provision for an adjustment of reimbursable expenses as follows:

6.2.2 . . . If the size (i.e., 80,000 square feet), complexity (i.e., four story, surface parking), Owner's schedule (i.e., six months Preconstruction Phase Services, eighteen months Construction Phase Services), Project Budget (i.e., \$12,200,000.00), procurement method (i.e., no long lead time and/or expedited materials), and/or bidding process (i.e., two bid packages, no rebids) materially changes, Owner and Construction Manager agree that the not-to-exceed limits set forth below shall be adjusted up or down accordingly based upon the actual number of hours worked in furtherance of the change by the Project Manager, Project Engineer, Project Superintendent, and Project Foreman.

81. As noted in the lead-in section of paragraph 7 above, the parties adopted the cardinal change doctrine for adjusting Petra's Construction Manager's fee if the other provisions of paragraph 7 did not apply. The cardinal change doctrine provides that Petra's construction manager's fee is not limited to \$574,000 as stated in paragraph 6.1 of the Construction Management Agreement and Petra's reimbursable expenses are not limited to the amounts stated in paragraph 6.2 because the final Project designed and built pursuant to the City's management and direction was significantly larger, more complex, of higher quality and more expensive than the project described in the Construction Management Agreement.¹⁶

82. Scheduling the construction commencement of the Project was delayed for months because of the discovery of contaminated soils and materials on the site. The extent of the contamination issues were not discovered until after the Construction Management Agreement was signed on or about August 1, 2006. In July 2006, Maxim performed a Phase I Environmental Site Assessment on the former site. Maxim concluded that even though contamination existed on the site, a risk evaluation had previously been performed and there was no risk associated with development of the property with contaminants remaining in place. Maxim also recommended no additional investigations at the time. Unfortunately, Maxim's conclusion proved to be incorrect

¹⁶ The cardinal change doctrine was originally developed in the federal courts as a means for government contractors to avoid contractual limitations on damages. A summary of the doctrine is set forth in *Atlantic Dry Dock Corp. v. U.S.*, 773 F.Supp. 335 (M.D.Fla. 1991), where the court explained the doctrine as follows:

The cardinal change doctrine is a creature of the body of law which has arisen in the context of disputes over government contracts. [A cardinal change] occurs when the government effects an alteration in the work so drastic that it effectively requires the contractor to perform duties materially different from those originally bargained for.

and substantial remediation efforts were required before construction of the Project could commence.¹⁷

83. At all times during the course of the regularly conducted meetings between Petra and City personnel, including the Mayor's Building Committee meetings and City Council meetings, Petra kept the City informed regarding the schedule slippage due to contaminated soil.

84. The new project is referred to hereafter as the "Project."

85. In addition to the actual preconstruction period of nine to eleven months, the Project consisted of five phases as follows:

- Phase 1 – demolition and abatement of the old creamery (September 2006 through December 2006);
- Phase 2 – core and shell (March 8, 2007 through August 28, 2008;
- Phase 3 – tenant improvements and mechanical, electrical, and plumbing (June 8, 2007 through October 15, 2008, the substantial completion date);¹⁸
- Phase 4 – plaza and site improvements (October 12, 2007 through October 12, 2008); and
- Phase 5 – east parking lot (August 15, 2008 through January 2009).¹⁹

¹⁷ As noted elsewhere in this First Amended Answer and Second Amended Counterclaim, the discovery of extensive soil contamination delayed the Project by approximately four months. Consequently, the pre-construction period lasted at least nine months and perhaps as long as 11 months. The 18-month construction period that commenced on May 21, 2007, did not immediately follow the preconstruction period.

¹⁸ At the City's request, additional work continued on tenant improvement items into March 2009.

¹⁹ The City added the East Parking Lot to the Project in August 2008. In addition to the original Construction Management Agreement, a separate Construction Management Agreement for the East Parking Lot was proposed to the City on or about October 6, 2008. The late addition by the City of the East Parking Lot required extra coordination and revision to the interface with the plaza. Petra maintained a superintendent full time after the completion and acceptance by the City of the City Hall Building in October 2007 to manage the construction of the East Parking Lot and City requested additions, revisions and building management items, in accordance with directions from Keith Watts, the City's authorized representative. Although the City did not sign and return the proposed agreement, the City directed Petra to proceed and accepted the scope of work based on Petra's proposal.

86. The bid packages required for the five construction phases exceeded the two bid package limit cited in paragraph 6.2.2 of the Construction Management Agreement.

87. Petra received conceptual design documents for the Project in December 2006 that included 20% shell and core drawings. Based on this information, Petra informed the City, on or about January 15, 2007, that the estimated cost, as of that date and based upon the partial plans, was \$16,794,426.

88. Thereafter, LCA provided Petra with 60% building drawings and 20% mechanical, electrical and plumbing drawings.²⁰

89. On or about February 12, 2007, Petra provided a second estimate, as of that date and based upon the partial plans, of \$18,039,237.

90. On February 26, 2007, Petra presented \$2.6 million in value engineering suggestions to the City which included deleting the basement (\$1 million savings), removing the south wing (\$800,000 savings) and various other suggestions (\$812,000 savings). Mayor DeWeerd stated that the City Council members have stated that they want a full building as designed and Councilman Keith Bird confirmed that the City needed to stay with the larger building footprint and under floor HVAC system. At that meeting the City directed LCA to

Part of Petra's fee and reimbursable expenses for the East Parking Lot services has been paid, the balance of \$51,152.79 is past due.

²⁰ Paragraph 3.3 of the Construction Management Agreement provides: "Owner has retained LCA Architects, P.A., an Idaho professional corporation ("Architect") to provide professional architectural services for the Project."

finish Phase 2 drawing and go to bid.²¹

91. On or about April 3, 2007, Petra provided a budget summary report incorporating the Phase 2 bids for the core and shell and estimated the cost at \$18,090,456.²²

92. Upon receipt of the Phase 3 bids, Petra provided a report and a cost estimate dated July 12, 2007, of \$20,446,813. This report and cost estimate was delivered to the City on July 24, 2007.

93. As the design progressed the Project Budget was increased to account for the site contamination abatement, mechanical and electrical system upgrades, upgraded plaza features, interior drywall partitions, furniture, fixtures and equipment, including security systems, audio visual systems, telecommunications systems and interior signage package.²³

94. Between the Preliminary Price Estimate given by Petra to the City in January 2007 and the final cost estimate established as of February 2008, periodic updates were provided to and reviewed with the Mayor, the City Council, Keith Watts, and City staff during the meetings of the Mayor's Building Committee and City Council workshops.

²¹ The City's decision to proceed with the bidding and construction of the Project before the construction documents were complete meant that multiple bid and award processes were required, i.e., four instead of the two originally contemplated by the Construction Management Agreement. The fast-track nature of the Project also contributed to the increase in the Project Budget and the amount of time required to coordinate the work and documentation.

²² Notably, during this time period, the City rejected value engineering recommendations by Petra and LCA despite the ever increasing cost of the Project.

²³ In addition to the increased size, complexity and budget for the Project as a result of City driven requirements, the City directed Petra to coordinate the design, procurement and construction of several furniture, fixture and equipment ("FF&E") items that were not originally included in the Construction Management Agreement. This equipment included audio/visual systems, telecommunications, security systems, interior signage and appliances. At the City's direction, Petra also helped coordinate the installation of City supplied furniture and phone data equipment.

95. Following receipt of the Phase 4 bids, on or about February 28, 2008, Petra provided the City with the Final Cost Estimate described in paragraph 4.5.9 of the Construction Management Agreement of \$21,773,078.²⁴ The City did not take exception or voice any objection to the Final Cost Estimate, approved the Final Costs Estimate and instructed Petra and LCA to proceed with their services.

96. The final cost estimate included a line item of \$376,808 as an estimate of Petra's construction manager's fee for extra work required by the Project that was subsequently requested in Change Order No 2. This line item was initially included in the cost estimate as of August 28, 2007.

97. All cost estimates, budgets, bids and contract awards were received and approved by the City.

98. The cost and complexity of the Project and Petra's work as the Construction Manager, was substantially increased by site conditions, the final design, and special features ordered and approved by the City, which are summarized as follows.²⁵

98.1 **Size:** The final design of the City Hall building called for a 104,000 square foot building, including a basement.²⁶ The addition of the basement added time, money

²⁴ By February 2008 the City had decided on all value engineering options and the only item left to bid was the Plaza. The Plaza budget was estimated at a cost of \$2.2 million based on the design at that time. This brought the total construction budget to \$21,773,078, where it remained through the balance of the Project. Billings to date for the Project equal \$21,513,416. In August 2008, Petra provided the City with a cost estimate for the East Parking Lot of \$470,000. The East Parking Lot was completed for \$400,660.16.

²⁵ See Lemley Report at p. 2.

²⁶ As noted above, Recitals B and the LCA Building Program identified the building as a four story above ground building consisting of approximately 80,000 gross square feet, with approximately 67,000 net usable square feet.

and complexity to the Project, which impacted the budget and schedule because significant soil contamination issues were encountered during excavation.²⁷

98.2 **Structure:** The final design featured a large column free council chamber, which dictated column to beam moment welds in four directions throughout the structure. This was more than the two directional moment welds anticipated during the negotiation of the Construction Management Agreement. This design element added time and cost to the Project during the rainy season when it was difficult to weld.²⁸ The structure was also impacted by the decision to raise the building four feet to avoid problems with potential contamination of the ground water.

98.3 **Building exterior:** The City's requirement to have an exterior that would stand the "test of time" dictated the use of stone and brick that is a more expensive and time consuming construction method than the brick masonry and stucco mix typically used on standard Class A commercial buildings in the area. The City required stone and brick to provide a 200-year structure.

98.4 **Mechanical:** The final design of the Project required a specialized mechanical and electrical system. This design resulted in the installation of a state-of-the-art system incorporating access floor/under floor ducting throughout the building with a two pipe hydronic system providing under floor control to individual VAV boxes at individual work

²⁷ Notably, the City did not disclose the extent of the soil contamination prior to execution of the Construction Management Agreement on August 1, 2006.

²⁸ The start of construction was delayed until May 21, 2007, because of the necessity to remediate the contaminated building site. Consequently, Rule Steel, the prime contractor selected by the City, could not start work on the steel structure until August 2007.

stations. The specified system was more expensive and complex than a standard rooftop system with the single thermostatic controls for large work areas as was originally represented to Petra by the City.²⁹

98.5 Electrical: The electrical system designed under the management and direction of the City is also state-of-the-art with “daylight harvesting” controls, CO₂ monitoring, standby generator and UPS systems. Because of the complexity of the mechanical and electrical systems, Petra employed a mechanical/electrical superintendent rather than a conventional foreman as originally contemplated by the Construction Management Agreement.

98.6 Leadership Energy Efficient Design (“LEED”): After the Construction Management Agreement was signed, the City decided that the building be constructed to obtain LEED silver certification. LEED certification was not contemplated in the initial Project Budget because a LEED certified building was not included in the Construction Management Agreement or the LCA Building Program. LEED issues required substantial construction management work to insure compliance with the requirements that were not included in the Construction Management Agreement.

98.7 Miscellaneous Changes and Additions. In order to deal with the City’s newly designed and more complex project, Petra actively managed 168 Architect’s Supplemental Instructions (“ASIs”), 2 Requests for Proposal (“RPs”) and 230 Requests for Instructions (“RFIs”).

²⁹ It is noteworthy that, during discussions between the City, LCA, and Petra personnel regarding the HVAC system, Jerry Frank, Petra’s president, suggested that the City specify a conventional tried and true heat pump system to save money and the potential problems then being experienced by tenants in the Banner Bank Building. The City rejected Mr. Frank’s suggestion.

99. Petra's compliance with the Construction Management Plan,³⁰ Project Schedule,³¹ and Project Budget³² as referenced in Article 4.7.3 of the Construction Management Agreement is evidenced by the documents produced in this case which confirm that Petra organized and conducted Weekly Job Progress Meetings and the Mayor's Building Committee meetings. Petra held regularly scheduled weekly progress meetings with the prime contractors, LCA and City representatives to monitor, review and report on all aspects of the Project, including quality issues, coordination, design or constructability issues, approvals, safety, Leadership Energy Efficient Design ("LEED") silver certification, and other items as required.

100. In addition, Petra and LCA typically met with the City Council and staff at monthly City Council workshops or meetings starting April 2007 to discuss design, scheduling, budget and City action items.

101. Petra provided monthly updates and status reports during City Council meetings during the period May 2007 through November 2007. From December 2007 through November 2008, Petra presented a formal bound monthly written report during each month's City Council meeting. Reports were also typically distributed during the Mayor's Building Committee meeting.

³⁰ Petra provided an initial Construction Management Plan to the City on January 22, 2007, and an updated plan was delivered on May 9, 2007.

³¹ Petra provided the schedule to the City on June 13, 2007. The schedule was revised and updated periodically as required. Monthly schedule updates were included in monthly reports provided by Petra to the City.

³² See description of the various cost estimates, budgets and bid compilations above.

102. Numerous design and constructability issues were addressed through Requests for Information (“RFIs”), Requests for Proposal (“RPs”), and Architect’s Supplemental Instructions (“ASIs”).

103. In discharging its duties identified in Section 4.7.9 of the Construction Management Agreement, Petra had, at the minimum, one full-time superintendent on site during the initial Project period.

104. As the Project progressed, Petra provided additional supervision to monitor and coordinate the Mechanical, Electrical and Plumbing (“MEP”) work and Leadership Energy Efficient Design (“LEED”) compliance. Notably, an under floor HVAC duct plenum and a LEED certified building were not included in the Construction Management Agreement criteria.

105. Petra also provided a full time superintendent to oversee and coordinate the Plaza construction (Phase 4) due to the late addition of an elaborate plaza and the time constraints and fast track nature of the Plaza portion of the Project.

106. During the construction LCA and the engineers hired by the City conducted periodic site inspections and produced site inspection reports. Petra coordinated these site inspections and followed up as necessary to have the relevant contractors correct noted deficiencies.

107. Heery International, Inc., the commissioning agent hired by LCA, also conducted periodic onsite inspections.

108. Continuously throughout the construction Project, Petra coordinated with City inspectors and Materials Testing & Inspection (“MTI”) to confirm that special inspections were

performed. MTI produced and submitted inspection reports for steel, concrete, soil compaction and masonry attesting that the work met specifications.

109. In August 2008, Keith Watts, the City's authorized representative under the Construction Management Agreement, directed Petra to include selected extra work order items or project general conditions items as part of the monthly billing as reimbursable costs.³³ These charges were included in the monthly pay applications. Payment of some of these invoices from various vendors is seriously overdue and awaiting payment by the City.

110. The City received and approved all cost estimates, budgets, and bids.

111. After consultation with its own City Attorneys, the City, as the Owner of the Project, approved and signed numerous contracts with various contractors and suppliers for the labor and materials used in the construction of the Project, including the labor and materials for the changes to the Project that the City requested.

112. In addition, from time to time, the City changed instructions and approvals that necessitated revisions to previously prepared documents and the reperformance of previously performed services.

113. Petra was also required to perform additional services because of the City's active interference during the course of the Project.

³³ An account "Cost Code 01-110" was established by Petra in August 2008 in response to Mr. Watts' request to reimburse various contractors and vendors for work ordered by either Petra or the City. Petra and the City adopted this course of dealing throughout the remainder of the Project

114. Throughout the course of construction, Petra's representatives met regularly with Keith Watts, the authorized representative appointed by the City pursuant to paragraph 1.2.1 of the Construction Management Agreement.

115. In addition, Petra's representatives met regularly (approximately every two weeks i.e., every other Monday morning) with Tammy DeWeerd, the City's Mayor, and her building committee.

116. Petra's representatives also met with the City Council approximately monthly (i.e., the first Tuesday of each month).

117. Petra kept the City fully informed during the foregoing meetings regarding the progress of the Project and the impact that the new design was having on the schedule and budget.

118. In addition, Petra provided the City with full documentation regarding all phases of the Project.

119. The City did not complain about Petra's services as construction manager except for one time during the early spring of 2007. Petra received a letter from the City of Meridian dated March 30, 2007. This letter discussed performance concerns, project staffing issues concerning the management of the irrigation ditch, topographical survey, delays in bid documents, improper staff substitution, improper management of the demolition contractor and improper management of the contaminated soil removal. The City asked Petra to come to an Executive Session prior to a City Council meeting to discuss the issues. This occurred, but there is no written record of what transpired during the meeting because recordings of executive

sessions are not created or maintained. Petra responded in writing to the concerns raised in a letter to the City dated April 3, 2007. As a result of this exchange the City was satisfied and it directed Petra to proceed with its work as construction manager.

120. Pursuant to the City's request during the Executive Session, Petra assigned Jon Anderson, a Petra superintendent, to manage the removal and abatement of the contaminated soil, which was not in the original scope of work included in the Construction Management Agreement.

121. Petra was compensated for the direct cost of Mr. Anderson's time.

122. Change Order No 1 in the amount of \$52,502 was issued to Petra by the City for additional contraction manager's fee for management of the contaminated soils removal. Petra's construction manager's fee of \$19,834 was 4.7% of the additional cost resulting from the contaminated soils abatement and is the City's acknowledgment that 4.7% is the appropriate rate to calculate Petra's construction manager's fee.

123. Except for the exchange described above, the City did not, during the Project period, discuss with or provide any written statements to Petra regarding any issues concerning Petra's services. Such notification is required by section 3.2.6 of the Construction Management Agreement, which states in relevant part:

If Owner learns of any failure to comply with the Construction Contract by Contractor, or of any errors, omissions, or inconsistencies in the services of Construction Manager, and in the further event that Construction Manager does not have notice of the same, Owner shall inform Construction Manager.

124. Section 3.2.3 of the Construction Management Agreement states: "...[O]wner

shall timely review documents provided by or through Construction Manager and timely render its direction, consent or approval on matters identified by Construction Manager for Owner's direction, decision, consent or approval." In addition, there is a "time is of the essence" provision in the Construction Management Agreement which states: "...[A]ll times provided for in the agreement, or in any other document executed hereunder, for the performance of any act will be strictly construed, time being of the essence."³⁴ Throughout all phases of the Project, Petra met with the City's officials on a weekly, bi-weekly and monthly basis regarding the status of the Project. The City had a contractual obligation to "...[t]imely render its direction, consent or approval on matters identified by Construction Manager for Owner's direction, decision, consent or approval."³⁵ If the City had any problem with the manner in which Petra was performing its duties, it was required by the Construction Management Agreement to specifically identify the problem long before February 24, 2009, when it first notified Petra it would not pay for Petra's extra services and reimbursable expenses.

125. During Petra's performance under the Construction Management Agreement, the City and Petra established procedures and methods that amended and supplemented the Construction Management Agreement and also provided missing terms and conditions.

126. For example, the City was consistent in that it did not issue formal change orders to Petra, which would clearly authorize added work, until after the work was complete. Change Order No. 1 for the management of the contaminated soil work was issued in September 2007, even though the work was completed in May 2007. The Change Order to Petra for the LEED

³⁴ Construction Management Agreement at § 10.13.

³⁵ Construction Management Agreement at § 3.2.3.

work was proposed by the City when the Project was essentially complete in late 2008, even though the budget for this effort had been carried since July 2007. The LEED Change Order has never been finalized, but the City began paying Petra against this line item in January 2008. Petra formally notified the city of Change Order No. 2 in November 2007. The City did not object to this notification, to the amount Petra carried in the budget each month for the Change Order No. 2 work or the fact that Petra was managing a significantly increased Project compared to the one described in the Construction Management Agreement. Through the end of March 2008 the construction billings were still under the amount in the original contract and Petra was still being paid its construction manager's fee regularly. On April 4, 2008, Petra submitted a formal request for change for the added construction manager's fee, which contained an offer to accept the \$376,808 carried in the budget. The City has not paid this fee. Petra continued to work in accordance with the directions received from the City.

127. Paragraph 2.1.4 provides:

Construction Manager shall prepare all documents and provide all services required under this Agreement in such a manner that increases in Project costs resulting from Construction Manager's errors or omissions do not exceed one percent (1%) of the total construction price of the Project. . .

Accordingly, without damages in excess of 1%, Meridian does not have a viable claim against Petra. The threshold amount of damages required to support a claim against Petra would be not less than \$215,134.

128. The City issued a Temporary Certificate of Occupancy when its personnel occupied and took possession of the City Hall building on October 15, 2008. The final

Certificate of Occupancy for the building was issued on January 23, 2009 following completion of the East Parking Lot.

129. From and after October 15, 2008, Petra's duties and responsibilities under the Construction Management Agreement were limited to: (a) administering change orders for additions by the City to the scope of the Project, (b) coordinating completion of Punch List items, and (c) payment by the City of the retentions it has withheld from various contractors.

130. All items on the Punch Lists were completed by August 9, 2009. The Project had been previously accepted by the City as evidenced by the Certificates of Occupancy issued in January and February of 2009.

131. Upon acceptance of each phase of the Project by the City, Petra's duties and responsibilities under the Construction Management Agreement for each such phase ceased.

132. The City had full responsibility for administering warranty items.³⁶

³⁶ Once Occupancy Permits were issued, Petra's duties under the Construction Management Agreement were concluded. These certifications bar Meridian's belated and contradictory claims that Petra failed to do its job properly. See *Evans v. Buffington Harbor River Boats*, 799 N.E. 2d 1103 (Ind. Ct. App. 2004)(Construction manager properly dismissed upon summary judgment where work had been accepted as complete by owner); *Sanchez v. Swinerton & Walberg Co.*, 47 Cal. App. 4th 1461, 55 Cal. Rptr. 2d 415 (Cal. App. 2nd Dist. 1996)(Contractor dismissed as party upon summary judgment where project had been completed and accepted by owner). Although, at the City's request, Petra assisted the City in administering the warranty claims for a limited period of time after October 15, 2008, on or about February 24, 2009, the City took full responsibility for administering the warranties as described in the Commissioning & Occupancy Phase in section IV(c) and (d) of the Construction Management Plan, Quality Management Plan. The parties agreed in October of 2008 that Petra would temporarily assist the City with warranty administration and coordination until the City designated a building and facilities manager. Petra agreed to serve in this role at the City's request because Petra's superintendent would be on site managing the East Parking Lot and because of the numerous additions and changes requested by the City throughout the October 2008 through February 2009 period. The City's building and facilities manager, Eric Jensen, assumed his duties on or about February 24, 2009.

133. The Project actually designed and constructed pursuant to the City's direction as compared with the project described in the Construction Management Agreement materially increased Petra's services.

134. Petra performed its work in accordance with the applicable standard of care as evidenced by the affidavit testimony of Jack K. Lemley, Jerald S. Frank, Eugene R. Bennett and Thomas R. Coughlin,³⁷ and the Lemley Report. The Construction Management Agreement provides:

Construction Manager further covenants that Construction Manager will perform its services under this Agreement, in the exercise of ordinary and reasonable care and with the same degree of professional skill, diligence and judgment as is customary among construction managers of similar reputation performing work for projects of a size, scope and complexity similar to the Project.³⁸

135. Petra fully performed its duties and obligations under the Construction Management Agreement, as modified by the parties' course of dealing and course of performance.³⁹

136. Notwithstanding numerous value engineering recommendations made by Petra and LCA, which the City chose not to implement, the City did not at any time during the Project period direct Petra, LCA or any of the contractors or suppliers to stop implementing the numerous changes the City had ordered and approved.

137. At no time during the Project did the City provide any direction that the design needed to be revised or changed significantly to reduce the cost of the Project.

³⁷ Lemley April 30, 2010 Affidavit at ¶ 15; Frank May 4, 2010 Affidavit at ¶ 8; Bennett May 5, 2010 Affidavit at ¶ 10; and Coughlin May 5, 2010 Affidavit at ¶ 7.

³⁸ Construction Management Agreement at 1.1.

³⁹ See Lemley Report.

138. Importantly, the City did not at any time during the Project period inform Petra that it did not intend to pay Petra in full for the services it was required to render as construction manager for the greatly expanded and upgraded Project.

139. LCA's contract included an independent duty of inspection. LCA certified from time to time that the work had progressed as indicated in the various pay applications and the quality of the work is in accordance with the contract documents.⁴⁰ Ultimately, LCA signed off on each phase, and following inspections by the City's own building inspectors, and close out of punch lists, certificates of occupancy were issued by the City Building Department for each of the five phases.

140. As noted above, paragraph 7 of the Construction Management Agreement provides that "... a change shall entitle Construction Manager to an equitable adjustment in the Schedule of Performance, Construction Manager's Fees and/or the not-to exceed limits for reimbursable expenses as mutually agreed by Owner and Construction Manager." Consequently, on November 5, 2007, Petra provided Meridian with a Notice of Intent to submit a formal Change Order Request. Thereafter, on April 4, 2008, Petra presented Meridian with Change

⁴⁰ The work that was submitted to the City for payment was certified by LCA as being in substantial compliance with the plans and specifications. The certification reads as follows:

In accordance with the Contract Documents, based on on-site observations 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.

Order No. 2 in the amount of \$386,392 for an additional Construction Manager's Fee.⁴¹ On or about October 3, 2008, Petra submitted a revised Change Order No. 2 to the City for \$512,427, which included additional reimbursable expenses. Petra made numerous requests of the City between October 3, 2008 and February 24, 2009 regarding the status of Change Order No. 2 and requested a meeting with the City to discuss the Change Order.

141. From and after November 5, 2007, Petra and the City's representatives had numerous discussions regarding the matters covered in Change Order No. 2. During August 2008, Theodore W. Baird, Jr., an assistant City Attorney, requested and Petra provided additional information as support for its Change Order No. 2. Mr. Baird also requested time records from Petra for the period prior to the August 1, 2006 execution of the Construction Management Agreement. Petra provided all of these time records to Mr. Baird.

142. Notwithstanding Petra's best efforts to resolve Change Order No. 2, the City has failed and refused to engage in meaningful discussions.

143. By letter dated February 24, 2009, Tammy DeWeerd, the Mayor, Charlie Roundtree, Council President, Keith Watts, the City's authorized representative under the Construction Management Agreement and the City's Purchasing Manager and Bill Nary, the City Attorney, notified Petra that the City denied Petra's request for additional compensation as shown by Change Order No. 2.

⁴¹ Although Petra had incurred \$126,035 in reimbursable expenses for increased payroll costs because of its work under the newly designed Project, it was willing, as of April 2008, to accept only an additional fee of 386,392. However, because the City refused to settle on that amount, Petra has submitted a revised Change Order No. 2 for \$522,589.00 for services provided and materials furnished as described in Petra's Change Order No. 2, plus accrued interest at the rate of .75% per month as provided in paragraph 6.3.2 of the Agreement.

144. Consequently, after more than a year of attempting to settle the matters covered by Change Order No. 2, Petra instructed Thomas G. Walker ("Mr. Walker"), its counsel, to request mediation under Paragraph 8.2 of the Construction Management Agreement. Mr. Walker made the request by letter dated March 16, 2009.

145. Under Paragraph 8.2, a mediation session was to occur within 60 days of Petra's request for mediation. Thus, the mediation should have occurred on or before May 15, 2009.

146. At some point in time, the City hired outside counsel, Kim J. Trout ("Mr. Trout"). On or about March 25, Mr. Trout made a request that "all Project Records be made available for inspection and copying." This request was made despite the fact that Project Records had been provided to the City during the course of the Project.

147. Mr. Trout also requested an indeterminate extension of time of the contractual deadlines within which the City would allegedly conduct a forensic accounting before it would participate in mediation.

148. The City had never before requested "all Project Records" and Petra had never refused to provide any records to Meridian.

149. On March 30, 2009, Petra's counsel notified Mr. Trout by email that the records requested by Meridian were available for inspection commencing on March 31, 2009.

150. Mr. Walker then requested that the City make its complete files regarding the Project available for Petra's inspection and copying. Mr. Walker made this request because the City, as owner of the Project and the party actually contracting with LCA, the prime contractors, the engineers, and inspectors had relevant documents that it had never provided to Petra. Mr.

Trout responded to Petra's request for records as follows: "[A]s the parties are not in litigation, the City's records will not be made available at this time."⁴²

151. By letter dated April 1, 2009, Mr. Trout informed Petra's counsel that Richard Kluckhohn ("Mr. Kluckhohn"), a consultant to Mr. Trout's law firm, would conduct a document review at Petra's facilities.

152. By email sent on April 2, 2009, Mr. Walker stated as follows: "I renew my request for access to the City's files regarding the subject project, so we can prepare properly for the mediation session. Also, Petra is not willing to extend the mediation date beyond May 15th because the City has had over a year to conduct whatever forensic accounting exercise the council thought necessary."

153. On or about April 3, 2009, Mr. Kluckhohn visited Petra's offices and conducted a review of the Project Records.

154. By email message dated April 20, 2009, Mr. Walker notified Mr. Trout that Petra was willing to grant an extension of the May 15, 2009 deadline to June 15, 2009. Mr. Trout responded "Thanks for the message. I'll pass it along to the City for their review and consideration."

155. Unbeknownst to either Petra or Mr. Walker, The City had filed this lawsuit on April 16, 2009. Petra first became aware of the lawsuit when it was served on April 21, 2009.

156. In addition to refusing and failing to pay Petra pursuant to Change Order No. 2, the City has refused and failed to pay Petra \$74,894.25 for services provided and materials

⁴² Mr. Trout's letter to Thomas G. Walker, Esq., dated April 1, 2009.

furnished for the City Hall project, and \$51,152.79 for services provided and materials furnished for the East Parking Lot, plus accrued interest at the rate of .75% per month as provided in paragraph 6.3.2 of the Agreement.

COUNT ONE

Breach of Contract and Breach of the Covenant of Good Faith and Fair Dealing

157. Petra incorporates the allegations contained in all other paragraphs of this First Amended Answer and Second Amended Counterclaim in this Counterclaim Count One.

158. The City breached the terms and conditions of the Construction Management Agreement by failing to pay Petra the full amount of its earned compensation as required by the Agreement, including \$74,894.25 for services provided and materials furnished for the City Hall project, and \$51,152.79 for services provided and materials furnished for the East Parking Lot, and \$522,589.00 for services provided and materials furnished as described in Petra's Change Order No. 2, plus accrued interest at the rate of .75% per month as provided in paragraph 6.3.2 of the Construction Management Agreement, which equals \$93,525.82 as of May 31, 2010, and plus additional accrued interest from and after May 31, 2010, at the rate of .75% per month until paid in full.

159. Petra has provided the City with an accounting and documentation substantiating the compensation and reimbursements to which it is entitled under the Construction Management Agreement and the cardinal change doctrine.

160. At all relevant times the Construction Management Agreement between Petra and the City was a legally binding contract.

161. In every contract there is an implied covenant of good faith and fair dealing.

162. The City's acts and omissions in breaching the terms and conditions of the Construction Management Agreement and breaching the covenant of good faith and fair dealing described in this First Amended Answer and Second Amended Counterclaim were malicious, oppressive, fraudulent or outrageous and violated, nullified, and significantly impaired the benefits and rights Petra had in the Construction Management Agreement.

163. Accordingly, the City breached the implied covenant of good faith and fair dealing by its acts and omissions described in this First Amended Answer and Second Amended Counterclaim.

164. As a direct and proximate result of the above-described breach of the Construction Management Agreement and the covenant of good faith and fair dealing, Petra is entitled to a judgment against the City awarding it damages, interest and costs and fees as are more particularly described in sections entitled "Damages," "Attorney Fees" and "Prayer" below.

COUNT TWO

Breach of Contract Implied-in-Fact

165. Petra incorporates the allegations contained in all other paragraphs of this First Amended Answer and Second Amended Counterclaim in this Counterclaim Count Two.

166. Petra and the City entered into contracts that are implied-in-fact from the conduct of the parties, whereby Petra provided goods and services to and for the benefit of the Project, which goods and services were requested, approved and accepted by Meridian.

167. The City breached the terms and conditions of the contracts implied-in-fact by failing to pay Petra the full amount of its earned compensation as required by the Agreement, including \$74,894.25 for services provided and materials furnished for the City Hall project, and \$51,152.79 for services provided and materials furnished for the East Parking Lot, and \$522,589.00 for services provided and materials furnished as described in Petra's Change Order No. 2, plus accrued interest at the rate of .75% per month as provided in paragraph 6.3.2 of the Construction Management Agreement, which equals \$93,525.82 as of May 31, 2010, plus additional accrued interest from and after May 31, 2010, at the rate of .75% per month until paid in full.

168. Petra has provided the City with an accounting and documentation substantiating the compensation and reimbursements to which it is entitled under the contracts implied-in-fact and the cardinal change doctrine.

169. The City's acts and omissions described in this First Amended Answer and Second Amended Counterclaim were malicious, oppressive, fraudulent or outrageous and violated, nullified, and significantly impaired the benefits and rights Petra had in the contracts implied-in-fact.

170. As a direct and proximate result of the above-described breach of the contracts implied-in-fact, Petra is entitled to a judgment against the City awarding it damages, interest and costs and fees as are more particularly described in sections entitled "Damages," "Attorney Fees" and "Prayer" below.

COUNT THREE

Breach of Contract Implied-in-Law

171. Petra incorporates the allegations contained in all other paragraphs of this First Amended Answer and Second Amended Counterclaim in this Counterclaim Count Three.

172. The additional compensation for labor performed and the materials and equipment provided by Petra to and for the benefit of the Project was and is reasonably worth the full amount of not less than \$648,636, none of which has been paid by the City, and all of which is past due.

173. Petra is entitled to full payment for the reasonable value of the services (*quantum meruit*) and for the reasonable values of the goods and materials (*quantum valebant*) provided by Petra to manage the Project as finally designed and constructed, plus accrued interest at the rate of .75% per month as provided in paragraph 6.3.2 of the Agreement, which equals \$93,525.82 as of May 31, 2010, plus additional accrued interest from and after May 31, 2010, at the rate of .75% per month until paid in full, plus such additional amounts as proven in these proceedings to put Petra in the same position it would have occupied had the City not breached the contract implied-in-law.

DAMAGES

Petra is entitled to an award of damages as follows:

174. Damages suffered by Petra include compensatory damages of \$648,636.04, plus accrued interest at the rate of .75% per month as provided in paragraph 6.3.2 of the Agreement,

which equals \$93,525.82 as of May 31, 2010, plus additional accrued interest from and after May 31, 2010, at the rate of .75% per month until paid in full.

175. Damages suffered by Petra for breach of the Construction Management Agreement and breach of the covenant of good faith and fair dealing, including damages suffered by Petra for the wrongful diversion of its personnel's time from their legitimate business duties; damages suffered by Petra for lost business opportunities that it would have been able to take advantage of were it not for the City's wrongful acts and omissions described in this First Amended Answer and Second Amended Counterclaim; damages suffered by Petra for loss of its business and professional reputation; damages necessary to put Petra in the same position it would have occupied had the City not committed the acts described in this First Amended Answer and Second Amended Counterclaim; and damages necessary to put Petra in the same position it would have occupied had the City not failed to perform the acts required of it under the applicable agreements, doctrines and laws. All of the foregoing damages were reasonably foreseeable and within the contemplation of the parties.

176. Alternatively, damages suffered by Petra for breach of the contracts implied-in-fact.

177. Alternatively, damages equal to the full reasonable value of the services (*quantum meruit*) and for the reasonable values of the goods and materials (*quantum valebant*) provided by Petra to manage the Project as finally designed and constructed.

ATTORNEY FEES

178. As a direct and proximate result of the City's acts and omissions, Petra was required to retain the services of the law firm of Cosho, Humphrey, LLP in order to defend against the City's claims and to prosecute its counterclaims. Such costs and attorney fees are recoverable under the terms and conditions of the Construction Management Agreement, Idaho Code §§12-117, 12-120(3), 12-121, 12-123, 10-1210 and Rule 54 of the Idaho Rules of Civil Procedure

PRAAYER

Petra asks:

179. For a judgment against the City for breach of contract and breach of the covenant of good faith and fair dealing in an amount to be proved in these proceedings, including \$648,636.04, plus damages suffered by Petra for the wrongful diversion of its personnel's time from their legitimate business duties, plus damages suffered by Petra for lost business opportunities that it would have been able to take advantage of were it not for the City's wrongful acts and omissions, plus damages suffered by Petra for loss of its business and professional reputation, plus damages necessary to put Petra in the same position it would have occupied had the City not committed the acts described in this First Amended Answer and Second Amended Counterclaim, plus damages necessary to put Petra in the same position it would have occupied had the City not failed to perform the acts required of it under the applicable agreements, doctrines and laws, plus pre-judgment interest as provided for by the Construction Management Agreement, and post judgment interest as provided by law;

180. Alternatively, for a judgment against Meridian for breach of the implied-in-fact contract in an amount to be proved in these proceedings, including \$648,636.04, plus the damages described in the preceding paragraph, plus pre-judgment interest as provided for by the Construction Management Agreement, and post judgment interest as provided by law;

181. Alternatively, for an award of damages against Meridian in *quantum meruit* and *quantum valebant* for breach of a contract implied-in-law in an amount to be proved in these proceedings, plus pre-judgment interest and post judgment interest as provided by law;

182. For a judgment against the City for all attorneys' fees and costs incurred by Petra in defending against the City's claims and prosecuting Petra's counterclaims;

183. For a judgment requiring the City to pay post-judgment interest; and

184. For such other and further relief as the Court may deem just and proper.

DATED: _____, 2010. COSHO, HUMPHREY, LLP

Thomas G. Walker
Attorneys for Petra, Incorporated

CERTIFICATE OF SERVICE

I HEREBY CERTIFY That on the ____ day of _____, 2010, a true and correct copy of the within and foregoing document was served upon:

Kim J. Trout, Esq.
Trout Jones Gledhill Fuhrman, P.A.
225 North 9th Street, Suite 820
P.O. Box 1097
Boise, Idaho 83701

<input checked="" type="checkbox"/>	U.S. Mail
<input type="checkbox"/>	Hand Delivery
<input type="checkbox"/>	Overnight Courier
<input type="checkbox"/>	Facsimile:
<input type="checkbox"/>	E-mail:

THOMAS G. WALKER

JUN 29 2010

J. DAVID NAVARRO, Clerk
By CARLY LATIMORE
DEPUTY

ORIGINAL

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Attorneys for Defendant/Counterclaimant, Petra Incorporated

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF

THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

★ ★ ★ ★ ★

THE CITY OF MERIDIAN, an Idaho Municipal
Corporation,

Plaintiff/Counterdefendant,

vs.

PETRA INCORPORATED, an Idaho
corporation,

Defendant/Counterclaimant.

Case No. CV OC 0907257

**MEMORANDUM IN SUPPORT OF
PETRA'S MOTION FOR LEAVE TO
FILE FIRST AMENDED ANSWER
AND SECOND AMENDED
COUNTERCLAIM**

Petra Incorporated ("Petra"), by and through its attorney of record, Thomas G. Walker, submits this Memorandum in support of Petra's Motion for Leave to file First Amended Answer and Second Amended Counterclaim.

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1. INTRODUCTION AND PROCEDURAL HISTORY

On May 6, 2009, Petra filed and served its Answer to the Complaint (“Complaint”) filed on April 16, 2009 by the City of Meridian (“Meridian”). Petra filed and served its Counterclaim on May 6, 2009. The First Amended Counterclaim was filed on August 21, 2009. This motion for leave to file First Amended Answer and Second Amended Counterclaim is to update Petra’s responses to its answer filed on May 6, 2009, and clarify Petra’s claims for damages suffered for diversion of its personnel’s time from their legitimate business duties, lost business opportunities, and loss of Petra’s business and professional reputation.

2. APPLICABLE LEGAL STANDARDS.

The standards for amending and supplementing pleadings are provided by Idaho Rule of Civil Procedure 15.

2.1 Rule 15(a) requires the application of a liberal policy with respect to amendment of pleadings.

Rule 15(a) requires the application of a liberal policy with respect to amendment and supplementation of pleadings and responses thereto. As noted by the Idaho Supreme Court, Professors Wright and Miller (in discussing the identical Federal Rule of Civil Procedure 15(a)) have stated:

. . . the purpose of the rule is two-fold: first, to allow the best chance for each claim [or defense] to be determined on its merits rather than on some procedural technicality; and, second, to relegate pleadings to the limited role of providing parties with notice of the nature of the pleader’s claim and the facts that have been called into question.

Clark v. Olsen, 110 Idaho 323, 326, 715 P.2d 993, 996 (1986) (citing C. Wright and A. Miller, Federal Practice and Procedure: Civil Second § 1471 (1971)).

Courts in Idaho have been consistently liberal in granting leave to amend pleadings. *Hines v. Hines*, 129 Idaho 847, 934 P.2d 20 (1997); *Wickstrom v. North Idaho College*, 111 Idaho 450, 725 P.2d 155 (1986). Petra is not required to prove its case in chief for this motion and the Court should not consider the sufficiency of the evidence supporting the claims as would occur if the motion was one for summary judgment. *Duffin v. Idaho Crop Improvement Ass'n*, 126 Idaho 1002, 895 P.2d 1195 (1995) (holding that the District Court erred in denying plaintiff's motion to amend by measuring the proposed amended complaint against the facts disclosed in the record rather than solely against the allegations advanced by the moving party). However, in this case the record supports Petra's Motion for Leave to Amend.

2.2 Rule 15(a) requires leave of court or written consent of the adverse party.

Rule 15(a) provides in relevant part as follows: “. . . a party may amend a pleading only by leave of court or by written consent of the adverse party; and leave of court shall be freely given when justice so requires” I.R.C.P. 15(a).

Considering the liberal policy for amendment established by the rule, if the underlying facts relied upon by Petra present a proper subject of relief it “ought to be afforded an opportunity to test its claim on the merits.” *Olsen*, supra at 326, 715 P.2d at 996 (citing C. Wright and A. Miller, *supra*). Only where factors such as undue delay, bad faith or dilatory motive, or repeated failure to cure deficiencies by prior amendments, or undue prejudice to the

opposing party may occur by virtue of the amendment, should the trial court deny a motion for leave to amend. *E.g., Smith v. Great Basin Grain Co.*, 98 Idaho 266, 272-73, 561 P.2d 1299, 1305-06 (1977) (citing *Foman v. Davis*, 371 U.S. 178 (1962)). *See also, Wickstrom v. North Idaho College*, 111 Idaho 450, 725 P.2d 155 (1986) (holding that in the interest of justice, courts should favor liberal grants of leave to amend).

As pointed out above, the dual purposes of Rule 15(a) are to allow claims and defenses to be determined on the merits rather than technicalities and to make pleadings serve the limited role of providing notice of the nature of the claims and defenses and the facts that are at issue. *Thomas v. Medical Center Physicians*, 138 Idaho 200, 210, 61 P.3d 557, 567 (2002); *Christensen Family Trust v. Christensen*, 133 Idaho 866, 871, 993 P.2d 1197, 1202 (1999) (citation omitted). A court may consider whether the allegations sought to be added state valid claims in determining whether to grant leave to amend the complaint. *Black Canyon Racquetball Club, Inc., v. Idaho First Nat'l Bank N.A.*, 119 Idaho 171, 175, 804 P.2d 900, 904 (1991).

“The grant or denial of leave to amend after a responsive pleading has been filed is a matter that is within the discretion of the trial court and is subject to reversal on appeal only for an abuse of that discretion.” *Thomas*, 138 Idaho 200, 205, 61 P.3d 557, 562 (2002); *Black Canyon*, 119 Idaho 171, 175, 804 P.2d 900, 904 (1991).

3. CONCLUSION

For the reasons stated above, this Court should grant Petra's Motion for Leave File the First Amended Answer and Second Amended Counterclaim.

COSHO HUMPHREY, LLP

DATED: June 29, 2010.

By: 

THOMAS G. WALKER

Attorneys for Defendant/Counterclaimant

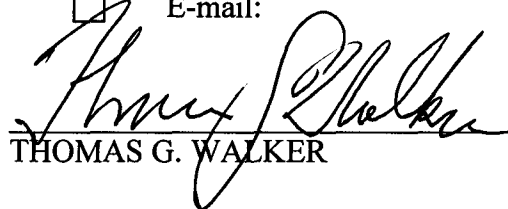
CERTIFICATE OF SERVICE

I HEREBY CERTIFY That on the 29th day of June, 2010, a true and correct copy of the within and foregoing document was served upon:

Kim J. Trout, Esq.
Trout Jones Gledhill Fuhrman, P.A.
225 North 9th Street, Suite 820
P.O. Box 1097
Boise, Idaho 83701

<input checked="checked" type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>

U.S. Mail
Hand Delivery
Overnight Courier
Facsimile:
E-mail:



THOMAS G. WALKER

NO. _____
A.M. _____ P.M. 3:45

JUN 30 2010

KIM J. TROUT, ISB #2468

TROUT ♦ JONES ♦ GLEDHILL ♦ FUHRMAN ♦ GOURLEY, P.A.

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J. DAVID NAVARRO, Clerk

By **J. RANDALL**
DEPUTY

Attorneys for Plaintiff

**IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA**

THE CITY OF MERIDIAN, an Idaho
Municipal Corporation,

Plaintiff,

v.

PETRA, INCORPORATED, an Idaho
Corporation,

Defendant.

Case No. CV OC 09-7257

**PLAINTIFF'S MOTION TO AMEND
SCHEDULING ORDER TO EXTEND
DEADLINE FOR THE FILING OF
AMENDMENTS TO PLEADINGS AND
JOINDER OF PARTIES**

COMES NOW Plaintiff the City of Meridian ("City"), by and through its counsel of record, the law firm of TROUT ♦ JONES ♦ GLEDHILL ♦ FUHRMAN ♦ GOURLEY, P.A., and hereby moves this Court for an Order amending the scheduling order to extend the deadline for the filing of amendments to pleadings and joinder of parties. This Motion is supported by the Memorandum in Support of Plaintiff's Motion to Amend Scheduling Order to Extend Deadline for the Filing of Amendments to Pleadings and Joinder of Parties and the Affidavit of Kim J. Trout in Support of Plaintiff's Motion to Amend Scheduling Order to Extend Deadline for the Filing of Amendments to Pleadings and Joinder of Parties filed contemporaneously herewith, and the papers and pleadings on record in this matter.

Plaintiff requests oral argument.

DATED this 30th day of June, 2010.

TROUT ♦ JONES ♦ GLEDHILL ♦ FUHRMAN ♦
GOURLEY, P.A.

By: 

Kim J. Trout
Daniel Loras Glynn
Attorneys for Plaintiff

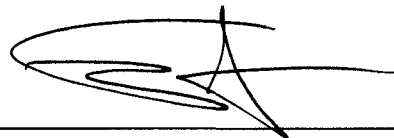
CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 30th day of June, 2010, a true and correct copy of the above and foregoing document was forwarded addressed as follows in the manner stated below:

Thomas G. Walker
MacKenzie Whatcott
COSHO HUMPHREY, LLP
800 Park Blvd., Suite 790
P.O. Box 9518
Boise, Idaho 83707-9518
Direct Facsimile: (208) 639-5609

Hand Delivered
U.S. Mail
Fax
Email

<input type="checkbox"/>
<input type="checkbox"/>
<input checked="" type="checkbox"/>
<input type="checkbox"/>


Kim J. Trout
Daniel Loras Glynn

NO. _____
A.M. _____ P.M. 3:45

JUN 30 2010

KIM J. TROUT, ISB #2468
DANIEL LORAS GLYNN, ISB #5113
TROUT ♦ JONES ♦ GLEDHILL ♦ FUHRMAN ♦ GOURLEY, P.A.
225 North 9th Street, Suite 820
P.O. Box 1097
Boise, ID 83701
Telephone: (208) 331-1170
Facsimile: (208) 331-1529

J. DAVID NAVARRO, Clerk
By J. RANDALL
DEPUTY

Attorneys for Plaintiff

**IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA**

THE CITY OF MERIDIAN, an Idaho
Municipal Corporation,

Plaintiff,

v.

PETRA, INCORPORATED, an Idaho
Corporation,

Defendant.

Case No. CV OC 09-7257

**AFFIDAVIT OF KIM J. TROUT IN
SUPPORT OF PLAINTIFF'S MOTION
TO AMEND SCHEDULING ORDER TO
EXTEND DEADLINE FOR THE
FILING OF AMENDMENTS TO
PLEADINGS AND JOINDER OF
PARTIES**

STATE of Idaho)
)ss
County of Ada)

KIM J. TROUT, being duly sworn upon oath, deposes and says:

1. I am at least eighteen (18) years of age and am competent to testify regarding the matters set forth herein.

2. I am a member of the law firm of TROUT ♦ JONES ♦ GLEDHILL ♦ FUHRMAN ♦ GOURLEY, P.A., representing the Plaintiff City of Meridian in this matter, and I make the following statements based upon my own personal knowledge.

3. Under the Court's current Scheduling Order, as stipulated by the parties, the deadline for the filing of any motions to amend pleadings or join parties is June 30, 2010. This is also the deadline for the completion of any discovery requested by the City of Meridian with regard to the Motion for Summary Judgment filed by the Defendant Petra Incorporated (hereinafter referred to as "Petra").

4. Over the course of the last twenty days, the parties have scheduled and conducted no less than four depositions as requested by the City of Meridian with regard to the issues raised by Petra's Motion for Summary Judgment.

5. However, one matter raised by Petra in its Motion for Summary Judgment concerned the alleged, by Petra, liability of other third parties for the City of Meridian's damages, *i.e.* Lombard-Conrad Architects (hereinafter referred to as "LCA"). Accordingly, I attempted to schedule the deposition duces tecum of LCA.

6. On or about June 15, 2010, LCA's representative (Steve Simmons) advised that he would be unavailable until, at the earliest, June 21, 2010. A true and correct copy of this electronic communication is attached as Exhibit "A".

7. Thereafter, Robert Anderson, counsel for LCA advised that the earliest opportunity for the deposition of LCA would be June 28, 2010. A true and correct copy of this electronic communication is attached as Exhibit "B".

8. Unfortunately, the date offered by Mr. Anderson was on a date unavailable to me due to previously scheduled depositions in the City of McCall matter, of which the Court is aware, a fact I communicated to opposing counsel, Thomas G. Walker, as well as Mr. Anderson. A true and correct copy of this electronic communication is attached as Exhibit "C".

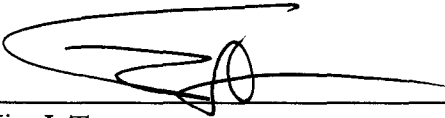
9. I was further advised by Mr. Walker, counsel for Petra, that while he was available through June 29, 2010, he would not be in the office from June 30 through July 6, 2010. A true and correct copy of this electronic communication is attached as Exhibit "D".

10. In view of these scheduling difficulties, I have requested that both the deadline for the completion of discovery as well as the deadline for the amendment of pleadings and joinder of parties be extended. As of the date of this Affidavit I have not received any consent from Mr. Walker to this request.

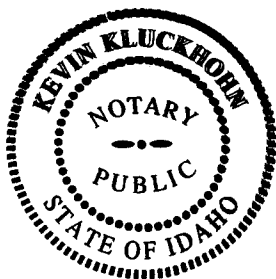
FURTHER YOUR AFFIANT SAYETH NAUGHT.


TROUT ♦ JONES ♦ GLEDHILL ♦ FUHRMAN ♦
GOURLEY, P.A.

By:


Kim J. Trout

Subscribed and sworn to before me this 30th day of June, 2010.




Notary Public, State of Idaho
Residing at: Meridian, ID
My commission expires: November 3, 2014


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I HEREBY CERTIFY that on this 30th day of June, 2010, a true and correct copy of the above and foregoing document was forwarded addressed as follows in the manner stated below:

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Direct Facsimile: (208) 639-5609

Hand Delivered
U.S. Mail
Fax
Email

<input type="checkbox"/>
<input type="checkbox"/>
<input checked="" type="checkbox"/>
<input type="checkbox"/>



Kim J. Trout

Daniel Glynn

From: Rob Anderson [raanderson@ajhlaw.com]
Sent: Tuesday, June 15, 2010 9:46 PM
To: Kim Trout; Kevin Kluckhohn; Steve Christiansen; Suzy Sullivan
Cc: Russ Moorhead; Steve Simmons
Subject: RE: City of Meridian

Kim and Kevin, I am a little concerned that you would communicate directly with my clients regarding the deposition you want to take. In the future, please direct all inquiries to me. With respect to the 30(b)(6) depo, we will have to discuss alternative dates, as I am in a mediation on June 24th and finishing up discovery after that for an August trial. Please contact me to discuss scheduling, so that I can then confer with Russ and Steve regarding their calendars. Thanks.

Rob Anderson
Anderson Julian & Hull LLP
250 S. 5th St., Suite 700
PO Box 7426
Boise, ID 83707-7426
(P) (208) 344-5800
(F) (208) 344-5510

-----Original Message-----

From: Steve Simmons [mailto:ssimmons1@lcarch.com]
Sent: Tuesday, June 15, 2010 9:39 PM
To: Kkluckhohn@idalaw.com; Rob Anderson; Steve Christiansen; Suzy Sullivan
Cc: KTrout@idalaw.com; Russ Moorhead
Subject: Re: City of Meridian

Kim
I am out of the office in kauai and will not return to the office until the 21st.
Please coordinate document review with steve christiansen or suzy sullivan in my absence.
You can coordinate deposition times with rob anderson

Steve

Sent from my BlackBerry Wireless Handheld

From: Kevin Kluckhohn
To: Steve Simmons
Cc: Kim Trout
Sent: Mon Jun 14 15:52:22 2010
Subject: FW: City of Meridian

Mr. Simmons: I apologize, my original email had an incorrect email address and bounced back to me.
Please see the below email and attachment.

Kevin Kluckhohn

Paralegal for Kim J. Trout
Trout ♦ Jones ♦ Gledhill ♦ Fuhrman ♦ Gourley, PA
225 N. 9th St., Ste 820
Boise, ID 83702
P.O. Box 1097
Boise, ID 83701
Telephone: (208) 331-1170



Facsimile: (208) 331-1529

kkluckhohn@idalaw.com

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From: Kevin Kluckhohn
Sent: Monday, June 14, 2010 3:51 PM
To: 'ssimmons1@lcaarch.com'
Cc: Kim Trout
Subject: City of Meridian

Mr. Simmons: Please find attached correspondence of today's date from Mr. Trout. If you are willing to accept service of the attached subpoena, please advise our office, and we will prepare an acceptance of service for your signature. Thank you,

Kevin Kluckhohn

Paralegal for Kim J. Trout
Trout♦Jones♦Gledhill♦Fuhrman♦Gourley, PA
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From: Kevin Kluckhohn
Sent: Monday, June 14, 2010 3:48 PM
To: Kevin Kluckhohn
Subject: Meridian

Daniel Glynn

From: Rob Anderson [raanderson@ajhlaw.com]
Sent: Thursday, June 17, 2010 5:14 PM
To: Kim Trout; Thomas G. Walker
Cc: Kevin Kluckhohn; Dick Kluckhohn-gmail
Subject: RE: Meridian v. Petra

Kim and Tom, I have communicated with LCA and I believe they can have someone available on June 28th. If possible, let's do the deposition here, as I have a telephonic status conference at 1:30, which will be easier to handle from here. Thanks.

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250 S. 5th St., Suite 700
PO Box 7426
Boise, ID 83707-7426
(P) (208) 344-5800
(F) (208) 344-5510

-----Original Message-----

From: Kim Trout [mailto:KTrout@idalaw.com]
Sent: Thursday, June 17, 2010 1:57 PM
To: Thomas G. Walker
Cc: Kevin Kluckhohn; Dick Kluckhohn-gmail; Rob Anderson
Subject: RE: Meridian v. Petra

Tom,

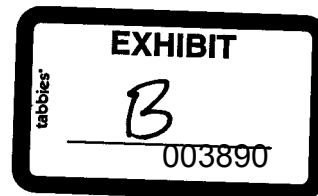
I'll be signing the requested materials for protective order and returning to you.

I've another issue. As you know, I noted up the 30(b)(6) deposition of LCA for next Thursday, in an effort to meet the June 30 cut-off ordered by the Court under our 56(f) motion. I'm advised by Rob Anderson, counsel for LCA, that he's unavailable for that date and it will have to be rescheduled. Likewise, I have a June 30 deadline for the addition of parties, and will advise all, that LCA is being considered for addition, dependent upon the results of the 30(b)(6) deposition.

With Rob's request in mind, I'm asking if you will stipulate to an extension of the June 30 cut-off to accommodate Rob's schedule. Otherwise I'll be filing a motion to enlarge the schedule with respect to both the 56(f) and the time for adding parties with the Court based upon these issues. Please advise both myself and Mr. Anderson.

Kim

Kim J. Trout
Trout ♦ Jones ♦ Gledhill ♦ Fuhrman ♦ Gourley, P.A
225 N. 9th Street, Suite 820 .
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ktrout@idalaw.com



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From: Thomas G. Walker [twalker@CoshoLaw.com]

Sent: Thursday, June 17, 2010 9:57 AM

To: Kim Trout

Cc: Kevin Kluckhohn; Dick Kluckhohn-gmail

Subject: Meridian v. Petra

Kim:

Neither of the following documents are available for production: (1) the engagement letter for Central Artery Tunnel; or (2) Central Artery Tunnel Audit Report and Confidentiality Agreement.

My notes indicate that you also requested the following during Mr. Lemley's deposition: (1) names of construction industry documents in Lemley's library dealing with construction management; (2) names of articles published by Project Management Institute in Lemley's library dealing with construction management; and (3) Mr. Lemley's speeches and articles. If Mr. Lemley's articles and speeches can be located, they will only be produced subject to the attached stipulation and protective order.

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E-mail: twalker@cosholaw.com<<mailto:twalker@cosholaw.com>>
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Daniel Glynn

From: Kim Trout
Sent: Tuesday, June 22, 2010 8:19 AM
To: 'Rob Anderson'; Thomas G. Walker
Cc: Kevin Kluckhohn; Dick Kluckhohn-gmail
Subject: RE: Meridian v. Petra

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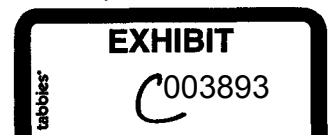
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I'm available on June 29, but I will be on vacation commencing on June 30 through July 6.

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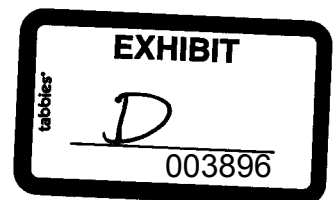
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JUN 30 2010

KIM J. TROUT, ISB #2468

DANIEL LORAS GLYNN, ISB #5113

TROUT ♦ JONES ♦ GLEDHILL ♦ FUHRMAN ♦ GOURLEY, P.A.

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Boise, ID 83701

Telephone: (208) 331-1170

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Attorneys for Plaintiff

J. DAVID NAVARRO, Clerk

By J. RANDALL
DEPUTY

**IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA**

THE CITY OF MERIDIAN, an Idaho
Municipal Corporation,

Plaintiff,

v.

PETRA, INCORPORATED, an Idaho
Corporation,

Defendant.

Case No. CV OC 09-7257

**MEMORANDUM IN SUPPORT OF
PLAINTIFF'S MOTION TO AMEND
SCHEDULING ORDER TO EXTEND
DEADLINE FOR THE FILING OF
AMENDMENTS TO PLEADINGS AND
JOINDER OF PARTIES**

The City of Meridian, (hereinafter referred to as "Meridian"), Plaintiff/Counterdefendant by and through their counsel of record, Trout Jones Gledhill Fuhrman Gourley, P.A., submits this Memorandum In Support Of Plaintiff's Motion To Amend Scheduling Order To Extend Deadline For The Filing Of Amendments To Pleadings And Joinder Of Parties.

In recent summary judgment filings, the Defendant, Petra, Incorporated (hereinafter referred to as "Petra") has asserted that although it assumed many responsibilities as a construction manager for the construction of the Meridian City Hall, it did not assume either design responsibility or even inspection responsibility with regard to the work performed incidental to said contract. As a result,

Petra has, directly or by implication, alleged that other third parties may be responsible for a portion

**MEMORANDUM IN SUPPORT OF PLAINTIFF'S MOTION TO AMEND SCHEDULING ORDER TO
EXTEND DEADLINE FOR THE FILING OF AMENDMENTS TO PLEADINGS AND JOINDER OF
PARTIES - 1**

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of the damages suffered by the City of Meridian in this action. In particular, Petra has asserted that the licensed architect for the construction project, Lombard-Conrad Architects (hereinafter referred to as "LCA"), is, at least in part, liable for the City of Meridian's damages.

Upon this assertion by Petra, the City of Meridian has endeavored to schedule a deposition pursuant to Idaho Rule of Civil Procedure 30(b)(6) of LCA. Despite the diligent efforts to schedule this deposition of a non-party to this litigation, City of Meridian has not been able to successfully schedule prior to the expiration of the deadline for amendments set forth in this Court's Scheduling Order. Accordingly, the City of Meridian requests that this Court amend the current Scheduling Order so that the deadline for amendments of pleading and joinder of parties to afford the City of Meridian sufficient time to conduct the deposition of LCA and, if warranted, seek an amendment of the pleadings.

FACTUAL BACKGROUND

Petra filed its motion for summary judgment on or about May 7, 2010. As is evident from a reading of Petra's materials, Petra has adopted the position that the City of Meridian's damages resulted from the failures of certain individuals and entities who it asserts were charged with design and inspection responsibilities. (*See* Affidavit of Eugene Bennett dated May 5, 2010 in Support of Petra's Motion for Summary Judgment, ¶ 14-15; Petra's Memorandum of Law in Support of Motion for Summary Judgment, page 6). Upon the receipt of Petra's Summary Judgment materials, in addition to seeking relief pursuant to I.R.C.P. 56(f), the City of Meridian began its attempts to secure the I.R.C.P. 30(b)(6) deposition of one the alleged third parties that Petra apparently alleges is responsible for the City of Meridian's damages (LCA). (Affidavit of Kim J. Trout in Support of Plaintiff's Motion To Amend Scheduling Order To Extend Deadline For The Filing Of Amendments To Pleadings And Joinder Of Parties ("Trout Aff.", ¶ 5.)

Upon the initial attempt to serve LCA with a subpoena duces tecum, LCA's representative advised that he would be unavailable until, at the earliest, June 21, 2010. (Trout Aff., Exhibit "A"). Thereafter, counsel for LCA advised that the earliest opportunity for the deposition would be June 28, 2010. (Trout Aff., Exhibit "B") Unfortunately, the date offered by LCA's counsel was on a date unavailable to the City of Meridian's counsel. (Trout Aff., Exhibit "C") Moreover, while Petra's counsel was available through June 29, 2010, Petra's counsel advised that he would not be in the office from June 30 through July 6, 2010. (Trout Aff., Exhibit "D")

In view of these scheduling difficulty, the City of Meridian request that both the deadline for the completion of discovery as well as the deadline for the amendment of pleadings and joinder of parties be extended. (Trout Aff., ¶ 10) Having received no response, the City of Meridian is required to file the instant Motion.

ARGUMENT

Idaho Rule of Civil Procedure 16(b) provides that a scheduling order may be modified by leave of court upon a showing of "good cause". I.R.C.P. 16(b). "This Court has consistently held that trial courts' decisions involving application of a "good cause" standard are discretionary decisions." *Mercy Medical Center v. Ada County Bd. Of Commissioners*, 146 Idaho 226, 230, 192 P.3d 1050, 1054 (2008). However, in considering modifications to a scheduling order, "the [trial] court may expedite justice, but it must always do substantial justice." *Department of Labor and Indus. Services v. East Idaho Mills, Inc.*, 111 Idaho 137, 139, 721 P.2d 736, 738 (Ct. App. 1986) *quoting Stevenson v. Steele*, 93 Idaho 4, 9, 453 P.2d 819, 824 (1969). *See also, Edmunds v. Kraner*, 142 Idaho 867, 873, 136 P.3d 338, 344 (2006) (recognizing that the purpose of a scheduling order under I.R.C.P. 16 is to "equip both sides with tools to ensure fair pretrial procedure").

There can be no dispute that the parties have diligently conducted necessary discovery in the action generally, and as specifically requested in the City of Meridian's Motion for Relief Pursuant to

I.R.C.P. 56(f). Over the course of the last twenty days, the parties have scheduled and conducted no less than four depositions. (Trout Aff., ¶ 4) Moreover, as it relates to LCA, the parties have been diligent in their attempts to coordinate their schedules and schedule a time for the taking of LCA's deposition by way of subpoena duces tecum. In view of these incontestable facts, the scheduling order should be amended so as to afford the City of Meridian the opportunity to take the deposition duces tecum of LCA and, based on the evidence gathered therein, determine if an amendment of pleadings to join LCA is warranted, as is apparently contended by Petra in its recent summary judgment filings.

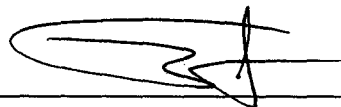
CONCLUSION

For the reasons stated, Meridian requests that this Court find that good cause exists to amend the existing deadline of June 30, 2010 with regard to the completion of discovery relevant to Petra's Motion for Summary Judgment and any amendment to the pleadings/joiner of parties.

DATED this 30th day of June, 2010.

TROUT ♦ JONES ♦ GLEDHILL ♦ FUHRMAN GOURLEY, P.A.

By: _____



Kim J. Trout
Daniel Loras Glynn
Attorneys for Plaintiff

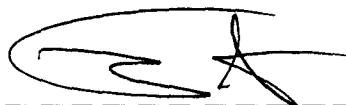
CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 30th day of June, 2010, a true and correct copy of the above and foregoing document was forwarded addressed as follows in the manner stated below:

Thomas G. Walker
MacKenzie Whatcott
COSHO HUMPHREY, LLP
800 Park Blvd., Suite 790
P.O. Box 9518
Boise, Idaho 83707-9518
Direct Facsimile: (208) 639-5609

Hand Delivered
U.S. Mail
Fax
Email

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Kim J. Trout
Daniel Loras Glynn

NO. _____
A.M. _____ P.M. 3:45

JUN 30 2010

KIM J. TROUT, ISB #2468

TROUT ♦ JONES ♦ GLEDHILL ♦ FUHRMAN ♦ GOURLEY, P.A.

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J. DAVID NAVARRO, Clerk
By J. RANDALL
DEPUTY

Attorneys for Plaintiff

**IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA**

THE CITY OF MERIDIAN, an Idaho
Municipal Corporation,

Plaintiff,

v.

PETRA, INCORPORATED, an Idaho
Corporation,

Defendant.

Case No. CV OC 09-7257

**NOTICE OF HEARING ON
PLAINTIFF'S MOTION TO AMEND
SCHEDULING ORDER TO EXTEND
DEADLINE FOR THE FILING OF
AMENDMENTS TO PLEADINGS AND
JOINDER OF PARTIES**

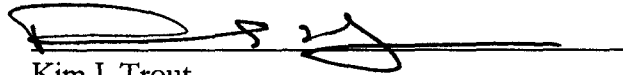
TO: THE ABOVE NAMED PARTIES AND THEIR COUNSEL OF RECORD:

PLEASE TAKE NOTICE, that the hearing on Plaintiff's Motion to Amend Scheduling Order to Extend Deadline for the Filing of Amendments to Pleadings and Joinder of Parties will be heard on the 26th day of July, 2010, at the hour of 3:30 p.m., or as soon thereafter as the parties may be heard. The hearing is scheduled at the Ada County Courthouse located at 200 W. Front St., Boise, ID 83702.

DATED this 30th day of June, 2010.

TROUT ♦ JONES ♦ GLEDHILL ♦ FUHRMAN ♦
GOURLEY, P.A.

By:



Kim J. Trout
Daniel Loras Glynn
Attorneys for Plaintiff

CERTIFICATE OF SERVICE

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Kim J. Trout
Daniel Loras Glynn

NO. _____
A.M. _____ P.M. 4:47

JUL 06 2010

KIM J. TROUT, ISB #2468

TROUT ♦ JONES ♦ GLEDHILL ♦ FUHRMAN ♦ GOURLEY, P.A.J. DAVID NAVARRO, Clerk
225 North 9th Street, Suite 820
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Boise, ID 83701
Telephone: (208) 331-1170
Facsimile: (208) 331-1529

**By J. RANDALL
DEPUTY**

Attorneys for Plaintiff

**IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE
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THE CITY OF MERIDIAN, an Idaho
Municipal Corporation,

Plaintiff,

v.

PETRA, INCORPORATED, an Idaho
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Defendant.

Case No. CV OC 09-7257

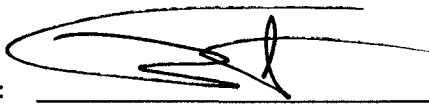
**PLAINTIFF'S MOTION TO STRIKE
THE AFFIDAVITS OF BENNETT,
COUGHLIN, FRANK & LEMLEY**

COMES NOW Plaintiff the City of Meridian ("City"), by and through its counsel of record, the law firm of TROUT ♦ JONES ♦ GLEDHILL ♦ FUHRMAN ♦ GOURLEY, P.A., and hereby moves this Court for an Order striking portions of the Affidavits of Eugene Bennett, Thomas Coughlin, Jerald Frank and Jack Lemley pursuant to Rule 56(e) of the Idaho Rules of Civil Procedure and the Idaho Rules of Evidence. This Motion is supported by the Memorandum in Support of Plaintiff's Motion to Strike the Affidavits of Bennett, Coughlin, Frank and Lemley filed contemporaneously herewith, and the papers and pleadings on record in this matter.

Plaintiff requests that this Motion be heard in conjunction with the hearing on Defendant's Motion for Summary Judgment to be heard on July 19, 2010.

DATED this 6th day of July, 2010.

TROUT ♦ JONES ♦ GLEDHILL ♦ FUHRMAN ♦
GOURLEY, P.A.

By: 

Kim J. Trout
Attorneys for Plaintiff

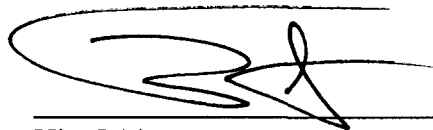
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Kim J. Trout

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Boise, ID 83701

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Attorneys for Plaintiff

NO. _____
A.M. _____ FILED 4:47 PM

JUL 06 2010

J. DAVID NAVARRO, Clerk
By J. RANDALL
DEPUTY

**IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA**

THE CITY OF MERIDIAN, an Idaho
Municipal Corporation,

Plaintiff,

v.

PETRA, INCORPORATED, an Idaho
Corporation,

Defendant.

Case No. CV OC 09-7257

**MEMORANDUM IN SUPPORT OF
PLAINTIFF'S MOTION TO STRIKE
THE AFFIDAVITS OF BENNETT,
COUGHLIN, FRANK AND LEMLEY**

COMES NOW Plaintiff/Counterdefendant the City of Meridian, ("City"), by and through its counsel of record, Kim J. Trout of Trout Jones Gledhill Fuhrman Gourley, P.A., and hereby submits the following Memorandum in Support of Plaintiff's Motion to Strike the Affidavits of Bennett, Coughlin and Frank submitted in support of Defendant Petra Incorporated's ("Petra") Motion for Summary Judgment.

I. INTRODUCTION

On May 6, 2010, prior to the completion of the depositions of Mr. Coughlin and Mr. Bennett, Petra filed its Motion for Summary Judgment seeking a determination from the Court upon fifteen separate factual issues. In support of its Motion for Summary Judgment, Petra submitted affidavits from Eugene Bennett, Thomas Coughlin, Jerald Frank and Jack Lemley, and incorporated prior affidavits from Bennett and Frank. As set forth in more detail below, these affidavits contain

numerous allegations that are nothing more than conclusory, self-serving statements. In addition, neither Jack Lemley, Eugene Bennett, Tom Coughlin nor Jerry Frank were disclosed as an expert witness prior to the filing of the Motion for Summary Judgment, which prevented the City from having any meaningful opportunity to depose Lemley, nor cross-examine Bennett, Coughlin or Frank regarding their “expert” opinions. The City then was required to file a motion pursuant to Rule 56(f) of the I.R.C.P. to depose Mr. Lemley and finish the depositions of Mr. Coughlin and Mr. Bennett. Due to the conclusory and self-serving statements contained in the affidavits of Bennett, Coughlin, Frank and Lemley, said affidavits, or portions thereof, should be stricken and not considered by the Court in deciding Petra’s Motion for Summary Judgment.

II. LEGAL STANDARDS

A. Affidavit Standard.

“The admissibility of evidence contained in affidavits and depositions in support of or in opposition to a motion for summary judgment is a threshold question to be answered before applying the liberal construction and reasonable inferences rule to determine whether the evidence is sufficient to create a genuine issue for trial.” *J-U-B Engineers, Inc. v. Security Ins. Co. of Hartford*, 146 Idaho 311, 193 P.3d 858, 862 (2008). “Where an affidavit merely states conclusions and does not set out facts, such supporting affidavit is inadmissible” *Casey v. Highland Ins. Co.*, 100 Idaho 505, 508, 600 P.2d 1387, 1390 (1979). Rule 56(e) of the Idaho Rules of Civil Procedure requires that supporting affidavits for motion for summary judgment “be made on personal knowledge and set forth such facts as would be admissible in evidence.” *Id.*; Idaho R. Civ. P. 56(e).

“A conclusory, self-serving affidavit, lacking detailed facts and any supporting evidence, is insufficient to create a genuine issue of material fact.” *Caneva v. Sun Communities Operating Limited Partnership*, 550 F.3d 755, 763 (9th Cir. 2008). “Allegations made in pleadings and briefs will not themselves create a genuine issue of fact when opposed by uncontradicted affidavits supporting a

motion for summary judgment.” *Siegel Mobile Home Group, Inc. v. Bowen*, 114 Idaho 531, 535, 757 P.2d 1250, 1254 (Ct. App. 1988). “Where an affidavit merely states conclusions and does not set out facts, such supporting affidavit is inadmissible to show the absence of a genuine issue of material fact.” *Casey v. Highland Ins. Co.*, 100 Idaho 505, 508, 600 P.2d 1387, 1390 (1979).

An affidavit that is “conclusory, based on hearsay, and not supported by personal knowledge” will not create a disputed issue of material fact. *Posey v. Ford Motor Credit Co.*, 141 Idaho 477, 483, 111 P.3d 162, 168 (Ct. App. 2005) (emphasis added). In *Posey*, the court held that while the affiant made the conclusory assertion that the statements contained in his affidavit were based upon personal knowledge, the affidavit failed to set forth the foundation showing actual participation in the transaction at issue. *Id.* The court held that such statements that were not supported with the foundation for personal knowledge were inadmissible. *Id.*

“Affidavits containing general or conclusory allegations, unsupported by specific facts” are inadmissible. *Cameron v. Neal*, 130 Idaho 898, 902, 950 P.2d 1237, 1241 (1997) (emphasis added). In *Cameron*, an issue arose between the litigants whether or not a fence was meant to serve as a boundary or a barrier. *Id.* The party moving for summary judgment submitted several affidavits that contained specific facts and allegations regarding that the fence was used as a boundary. *Id.* The party opposing summary judgment submitted an affidavit with merely the conclusory statement that the fence was used as a barrier, “but presented no specific facts to support her conclusion.” *Id.* The court determined that conclusory statement was not admissible for summary judgment purposes.

B. Timing of Expert Witness Disclosure.

Rule 26 of the Idaho Rules of Civil Procedure “unambiguously imposes a continuing duty to supplement responses to discovery with respect to the substance and subject matter of expert’s testimony where initial responses have been rejected, modified, expanded upon, or otherwise altered

in some matter.” *Schmechel v. Dille*, 148 Idaho 176, 219 P.3d 1192, 1197 (2005); Idaho R. Civ. P. 26.

“In cases involving expert testimony, a prohibition against discovery of information held by expert witnesses produces in acute form the very evils that discovery has been created to prevent.

Effective cross-examination of an expert witness requires advance preparation.” *Id.*

It is fundamental that opportunity be had for full cross-examination, and this cannot be done properly in many cases without resort to pretrial discovery, particularly when expert witnesses are involved. Before an attorney can even hope to deal on cross-examination with an unfavorable expert opinion he must have some idea of the bases of that opinion and the data relied upon. If the attorney is required to await examination at trial to get this information, he often will have too little time to recognize and expose vulnerable spots in the testimony.

Id.

Where expert witnesses are employed, cross-examination is even more crucial to ensuring accurate fact-finding. Since, as in this case information submitted by an expert witness generally consists of opinions, cross-examination is necessary to not only test the witness’s knowledge and competence in the field to which his testimony relates but also to elicit the facts on which he relied in forming his opinions.

State v. Creech, 105 Idaho 362, 380, 670 P.2d 463, 481 (1983) (emphasis added).

III. ARGUMENT

A. The City has Been Prejudiced as a Result of Petra’s Failure to Timely Disclose Jack Lemley or Eugene Bennett as an Expert Witness.

The City incorporates herein its argument as set forth in the Memorandum in Support of Plaintiff’s Rule 56(f) Motion. In this case, the City initiated formal discovery on July 22, 2009 by propounding its First Set of Interrogatories, Requests for Production of Documents and Requests for Admissions upon Petra. *Trout Affidavit in Support of Plaintiff’s Rule 56(f) Motion*, ¶¶ 3-5 and Ex. A.

The City’s Interrogatory No. 16 requested that Petra:

Identify each and every person Petra expects to call as an expert witness at any hearing or at trial, stating in detail as to each such person: (a) full name, home address, business address and telephone number; (b) educational background; (c) experience in the matter to which he is expected to testify; (d) subject matter on which he is expected to testify; (e) substance of the facts and opinions to which he is expected to testify and a summary of the

grounds for each opinion; and (f) manner in which such expert became familiar with the facts of this case.

Petra did not provide any information in its response but merely stated that it had not determined who it may call as an expert witness. *Trout Affidavit in Support of Plaintiff's Rule 56(f) Motion*, ¶¶ 3-5 and Ex. A. Thereafter, while Petra has supplemented its discovery on several occasions, Petra failed to disclose any expert witness information prior to its Motion for Summary Judgment. *Trout Affidavit in Support of Plaintiff's Rule 56(f) Motion*, ¶ 6.

Petra is under an obligation, both under the Idaho Rules of Civil Procedure and the City's discovery requests, to timely supplement its answer to the City's requests for information concerning expert witnesses to provide the City with an opportunity to timely respond to the expert opinions. Notably, despite the fact that Eugene Bennett, Tom Coughlin and Jerry Frank have been involved since the inception of this case, Petra failed to disclose the fact that Bennett, Coughlin or Frank would be utilized as an expert witness in this matter prior to filing its Motion for Summary Judgment. Moreover, it appears from the Lemley affidavit that Lemley likewise was selected as an expert some time in advance of the preparation of his affidavit. Moreover, it appears that Lemley relies in pertinent part of the work of one of his employees, and others which of course is pure hearsay.

Petra's actions in delaying the disclosure of information related to Lemley and Bennett and their respective opinions failed to meet Petra's discovery obligations or provide the City with a meaningful opportunity to examine Lemley or Bennett regarding their expert opinions. In particular, Lemley's, Bennett's, Coughlin's and Frank's affidavits purport to provide expert opinions concerning Petra's duties under the Construction Management Agreement. The City has started the deposition of Mr. Lemley, and continued the deposition of Mr. Bennett, but as of the date of this filing, the City has not yet had an opportunity to examine the transcripts taken in this matter regarding their opinions of the applicable standards of care, the Affidavits of Jack Lemley, Eugene

Bennett, Tom Coughlin and Jerry Frank in support of Petra's Motion for Summary Judgment should be stricken from the record.

B. Conclusory Statements within the Affidavits of Eugene Bennett, Thomas Coughlin and Jerald Frank Are Inadmissible.

Self-serving, conclusory statements, unqualified legal opinions and/or conclusory allegations that lack the required detail to actually establish personal knowledge may not be considered on summary judgment. *See Cameron*, 130 Idaho at 902, 950 P.2d at 1241; *Posey*, 141 Idaho at 483, 111 P.3d at 168. The paragraphs listed below that are contained in the affidavits submitted in support of Petra's Motion for Summary Judgment should be stricken and not considered by the Court because they offer nothing more than a conclusory statements (often interjecting legal conclusions) by Petra employees in an attempt to avoid all liability for Petra's failure to comply with the contractual obligations it owed to the City.

The following paragraphs should be stricken from the Affidavit of Eugene Bennett because they contain nothing more than self-serving, conclusory statements. Paragraphs 10, 14, 15, 19, 27, 30, 33, 41, 44, 50, 51, 61, 72, 90, 94, 103, 108, 118, 122, 134, 145, 148 and 151 should be stricken. Likewise, the following paragraphs should be stricken from the Affidavit of Eugene Bennett submitted in Support of Petra's Opposition to the City's Motion to Amend the Complaint because they contain self-serving, conclusory statements. Paragraphs 14, 30, 59, 60, 62, 64, 70, 73, 74, 78, 85, 86, 88, 89, 90, 93, 94, 95, 97, 98, 103, 104, 105, 106, 107, 108, 109, 110, 113, 115, 116, 117, 118, 119, 120, 121, 124, 125 and 127 should be stricken.

The following paragraphs should be stricken from the Affidavit of Thomas Coughlin because they contain nothing more than self-serving, conclusory statements. Paragraphs 7 and 14 should be stricken.

The following paragraphs should be stricken from the Affidavit of Jerald Frank because they contain nothing more than self-serving, conclusory statements. Paragraph 8 should be stricken.

Likewise, the following paragraphs should be stricken from the Affidavit of Jerald Frank submitted in Support of Petra's Opposition to the City's Motion to Amend the Complaint because they contain self-serving, conclusory statements. Paragraphs 12 should be stricken.

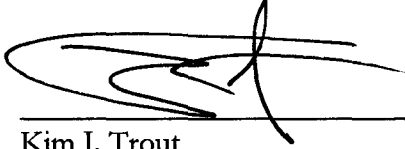
IV. CONCLUSION

For the reasons stated herein, the City asks the Court to strike the Affidavit of Jack Lemley, the Affidavit of Eugene Bennett in its entirety or, in the alternative, to strike the above identified paragraphs in the Affidavits of Eugene Bennett, Thomas Coughlin and Jerald Frank as inadmissible evidence. The City also reserves the right to supplement this motion after a review of the final form of the deposition transcripts of Mr. Bennett and Mr. Coughlin, and further upon the completion of the deposition of Mr. Lemley, which was not concluded.

DATED this 6th day of July, 2010.

TROUT ♦ JONES ♦ GLEDHILL ♦ FUHRMAN ♦
GOURLEY, P.A.

By:


Kim J. Trout
Attorneys for Plaintiff

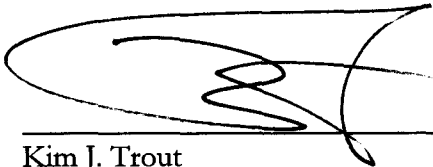
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Kim J. Trout

NO. _____
FILED _____
A.M. _____
4:49 PM

JUL 08 2010

J. DAVID NAVARRO, Clerk
By J. RANDALL
DEPUTY

KIM J. TROUT, ISB #2468

TROUT ♦ JONES ♦ GLEDHILL ♦ FUHRMAN ♦ GOURLEY, P.A.

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Attorneys for Plaintiff

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THE CITY OF MERIDIAN, an Idaho
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Plaintiff,

v.

PETRA, INCORPORATED, an Idaho
Corporation,

Defendant.

Case No. CV OC 09-7257

**AFFIDAVIT OF TODD WELTNER
DATED MAY 24, 2010 FILED IN
SUPPORT OF OPPOSITION TO
MOTION FOR SUMMARY JUDGMENT**

COMES NOW, TODD WELTNER, who being first duly sworn, who on oath deposes and says:

1. I am above the age of 18 years and have personal knowledge of the facts contained herein.
2. I am the owner of Vertical Corporation, which is a licensed General Contractor in the State of Idaho. Vertical is also a member of the U.S. Green Building Council.
3. I am, by way of my 24 years of experience as a General Contractor, familiar with the AIA family of contracting documents, including the AIA A201CMa 1992 which was used in the construction of the Meridian City Hall Project.

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4. Over the course of my General Contracting career, I have worked on steel framed multi-story commercial office, retail, and industrial structures and I am familiar with the systems and components utilized in the Meridian City Hall Project.

5. I have visited the Project Site and reviewed the following documents:

- a. Selected Rule Steel Project Specifications
- b. Selected as-built drawings for Hobson Fabrication, Inc., Tri-State Electric, Inc. and Buss Mechanical, Inc.;
- c. Selected Prime Contracts and Change Orders;
- d. The Construction Management Agreement;
- e. The AIA A101CMa 1992 and A201CMa 1992 Contract and General Conditions;
- f. Selected Project Specifications and drawings.
- g. Project Photos
- h. Deposition Transcript(s)

6. A Certificate of Substantial Completion is a critical component of any AIA Construction Document family of documents for management of a construction project.

7. Section 9.8 of the AIA A201 CMa 1992, is but one contract document that details the process for determining Substantial Completion, which process is as follows:

- a. If the Contractor considers the Work to be Substantially Complete, Petra and the Contractor were to jointly prepare and submit a comprehensive list of items to be complete or corrected (the "punch list")
- b. After receipt of the punch list, the Architect and the Construction Manager were to inspect the Work and determine if the Work was substantially complete.
- c. Prior to issuance of a Certificate of Substantial Completion, the Contractor shall correct each item on the punch list.
- d. After completing the punch list, the Contractor will then make another request for inspection by the Architect and the Construction Manager to determine Substantial Completion.
- e. The Architect will prepare a Certificate of Substantial Completion.

8. Petra, as the Construction Manager, had a contractual duty and was required to ensure that the AIA A201CMa 1992 process was followed in management of the Meridian City Hall Project.

9. However, a review of the Project Documents, and particularly documents related to the Prime Contractor Rule Steel, reveal that Petra failed to follow this contractually required procedure.

10. Instead of following the requirements of the AIA A201 CMA 1992 applicable to the Prime Contractors on the Project, with respect to Rule, Petra sent a letter stating that Petra deemed Rule Steel substantially complete.

11. However, the factual and construction conditions that must occur as outlined in the AIA Contract Documents were not completed, nor could a Certificate of Substantial Completion be legitimately issued, nor was it issued by the Architect to Rule Steel.

12. In reviewing the change orders of all the Prime Contractors, I have determined that of the 129 change orders, seventeen (17) were issued without review or certification by the Architect.

13. The Prime Contracts all contained dates for each Prime Contractor to be Substantially Complete with the respective Work, or be subject to the City's claim, as Owner, to Liquidated Damages.

14. Section 3.2 of the AIA A101 CMA – 1992, which was the form of agreement used for all of the Prime Contractors on the Meridian City Hall Project, states:

The Contractor acknowledges and agrees that the Owner will suffer financial loss in an amount that is difficult to quantify if the Work is not substantially complete on the date set forth in the Contract Documents. The Owner shall have the option to assess liquidated damages against the Contractor. . . in an amount of Five Hundred & NO/100 Dollars (\$500.00) per calendar day, for each calendar day of delay until the Work is substantially complete.

15. Western Roofing, the Prime Contractor which was responsible for the installation of the roof, had a Contract requiring a "Substantial Completion date" of November 23, 2007.

16. Gene Bennett states that the date of Substantial Completion for the Project was October 15, 2008, which equals 327 days from the date listed on Western Roofing's Prime Contract, and equates to the sum of \$163,500 of liquidated damages which Petra was contractually obligated to assess, and which Petra failed to assess as against Western Roofing.

17. After the City recently experienced significant damage from a sewer back-up event, I was asked to examine the plans and specifications for the mechanical system comprised of the sewer lines within the building structure.

18. I first examined the plans and drawings for the plumbing system.

19. I then made a physical inspection of the building in an effort to verify the existence and location of the sewer line cleanout in accord with what were identified as the As-Built Drawings for the work performed by Buss Mechanical. This inspection was performed because City personnel had been unable to locate clean outs during the sewer line back up event.

20. I then conducted a survey of the building in comparison to the so-called As-Built Plans in order to determine the location and number of cleanouts called out in the As-Built Plans.

21. I have prepared a summary diagram of the As-Built Plans as compared to what I actually found to be constructed within the building. A true and correct copy of that summary diagram is attached hereto as **Exhibit "A"**, and incorporated herein by reference.

22. My comparison disclosed that sixty two (62) cleanouts were called out in the Plans, and according to the As-Built plans/drawings, had been installed by Buss Mechanical.

23. However, upon physical inspection of the building plumbing system, of the sixty two (62) plumbing cleanouts that should have been installed, I was able to only verify the existence of sixteen (16) cleanouts which were installed, which results in forty six (46) cleanouts that do not appear to have been installed. Thus, it appears that the City substantially overpaid for work that was not performed.

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24. Under the Construction Management Agreement, it appears that Petra was responsible for guarding the City against defective and deficient work not performed in accordance with the Plans and Specifications. In my experience as a General Contractor, any competent Superintendant should have, and would have, verified the work performed by Buss as against the plan to confirm that all of the Work had been performed in accord with the Plans and Specifications. It does not appear that the Superintendant made that confirmation in this case. I have also not found any deductive Change Order where the City received credit for the Work not performed by Buss. It appears that this example of the lack of quality control and quality assurance that should have been performed by the Construction Manager for this Project.

25. There may be some cleanouts that were hidden behind impenetrable surfaces that were not subject to visible inspection, but if there are in cleanouts in those locations, they are of no value to the City because they are simply inaccessible and unusable.

26. I have also conducted an inspection of the City Project Records in search of the contractually required "Testing, Adjusting and Balancing" ("TAB") Reports.

27. I first examined the Technical Specifications for the mechanical systems, to find the TAB requirements, a true and correct copy of which is attached hereto as **Exhibit "B"** and incorporated herein by reference as though fully set forth herein.

28. Specifically, I turned to Section 15950 of the Mechanical Specifications, and found the detailed requirement under Section 3.17 the Final Reports that were required to be submitted to the City.

29. The reason for this review was that the City has experienced, since occupation of the building, significant and continuing operational issues with the HVAC system, and I was unable to find the existence of the Owner's Criteria as it relates to the HVAC system to confirm an established baseline for the operation of the HVAC system.

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30. In addition, I reviewed the Commissioning Report from Heery International. That report did not address the "Final Reports" which are required by the specifications.

31. I have also reviewed the Heery Report dated March 23, 2010 reaffirms the concerns with the HVAC system¹

32. I then reviewed the City Project Records to locate the Reports that were required by the Contract Documents. I found the following reports:

- a. A Final Report on the Air Handling Unit required by Section 3.17 (E);
- b. A Preliminary Report for Section 3.17(F) fan test report;
- c. A Preliminary Report for Section 3.17 (H) air terminal device;
- d. A Final Report for Section 3.17 (L) boiler.

33. I was unable to find, and it did not appear that the City had received any of the other four (4) major reports for HVAC equipment that is required by the Specifications.

34. Without those reports, it is not possible to verify that the HVAC equipment which has been installed is actually functioning in accordance with the Specifications. The lack of the required reports is also consistent with the City's experience with the dysfunction of the HVAC system which has been ongoing since the City first occupied the building.

35. It is the responsibility of the Construction Manager to insure that all of the Specifications, including all the required Final Reports for the HVAC system, are delivered to the City. It appears that the Construction Manager failed to meet this requirement.

36. I was also asked by the City to investigate a major "popping" noise occurring within the building envelope, near the center of the building structure.

37. The location of the noise was identified by City employees on the second floor, near the center of the building structure, and could be indicative of a steel failure. It has been undetermined whether any steel failure has actually occurred.

¹ The Heery Report is attached as Exhibit "A" to the Affidavit of Kin J. Trout dated May 24, 2010.

38. I conducted a physical inspection and I reviewed Project Record job photos that were taken during the course of construction. Attached hereto as **Exhibit "C"** are true and correct copies of the photographs that I reviewed. Evident in the photos is a significant amount of rust on steel members. The amount of rust evident in the photographs is significantly more than would normally be acceptable in the industry for steel erection. The amount of rust evident in the photographs is such, that in my experience it would raise significant questions regarding the integrity of the steel products, and any welding that would have been done utilizing the steel frame members shown in the photographs.

39. It is typical in the construction industry to ensure that structural steel is protected from the elements.

40. In my experience as a General Contractor, it would not be appropriate or permissible to allow a steel erector to install steel members evidencing the amount of rust that is shown on the steel members in these photographs.

41. I have also examined the AIA A201 CMA, Article 7, Changes, Section 7.2.3 which requires any Change Order over \$500.00 contain a contractually required itemization for labor and materials in order to determine the propriety of said Change.

42. I have reviewed a significant number of the Change Orders for the Project. There were forty two (42) which failed to contain any itemization for labor or materials.

a. Of the forty two (42) there were fifteen (15) which were of significant dollar values which cause great concern about the failure to administer the contracts in the best economic interests of the City.

b. Without that documentation, there is no way for the City or anyone else to evaluate the propriety of the Change Order and whether or not the Change Order has been

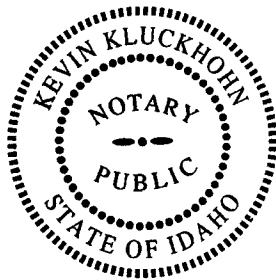
valued correctly, deductive or additive in nature. As a result of this inspection, it appears as

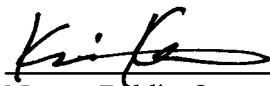
though the construction manager failed its duties in administration of the Prime Contracts with respect to these Change Orders.

FURTHER YOUR AFFIANT SAYETH NAUGHT.

By: 
Todd Weltner

Subscribed and sworn to before me this 24th day of May, 2010.




Notary Public, State of Idaho
Residing at: Meridian, ID
My commission expires: November 3, 2014

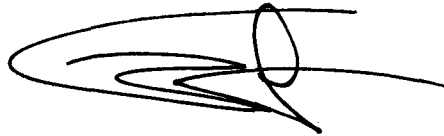
CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 6th day of July, 2010, a true and correct copy of the above and foregoing document was forwarded addressed as follows in the manner stated below:

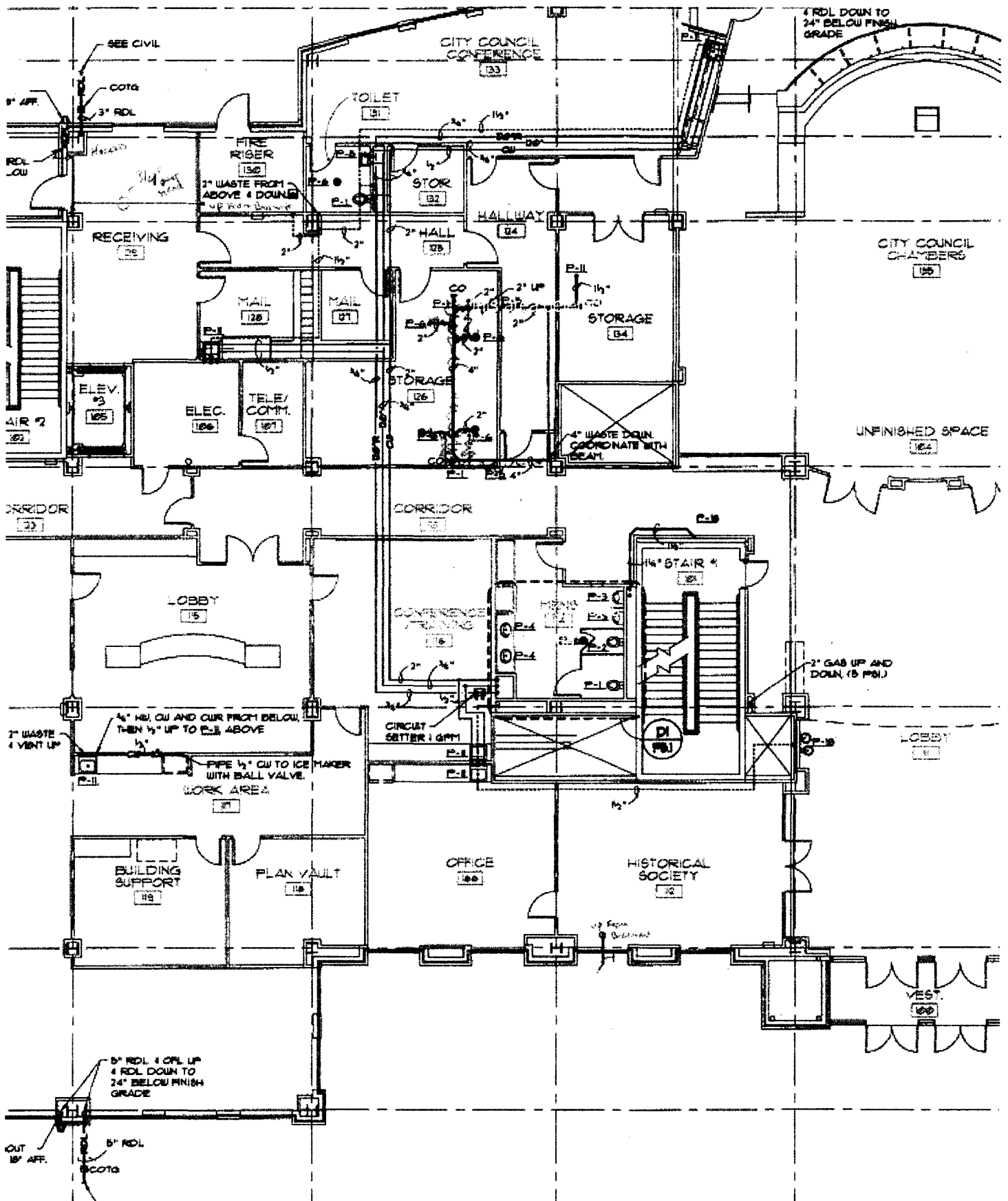
Thomas G. Walker
MacKenzie Whatcott
COSHO HUMPHREY, LLP
800 Park Blvd., Suite 790
P.O. Box 9518
Boise, Idaho 83707-9518
Direct Facsimile: (208) 639-5609

Hand Delivered
U.S. Mail
Fax
Email

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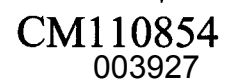


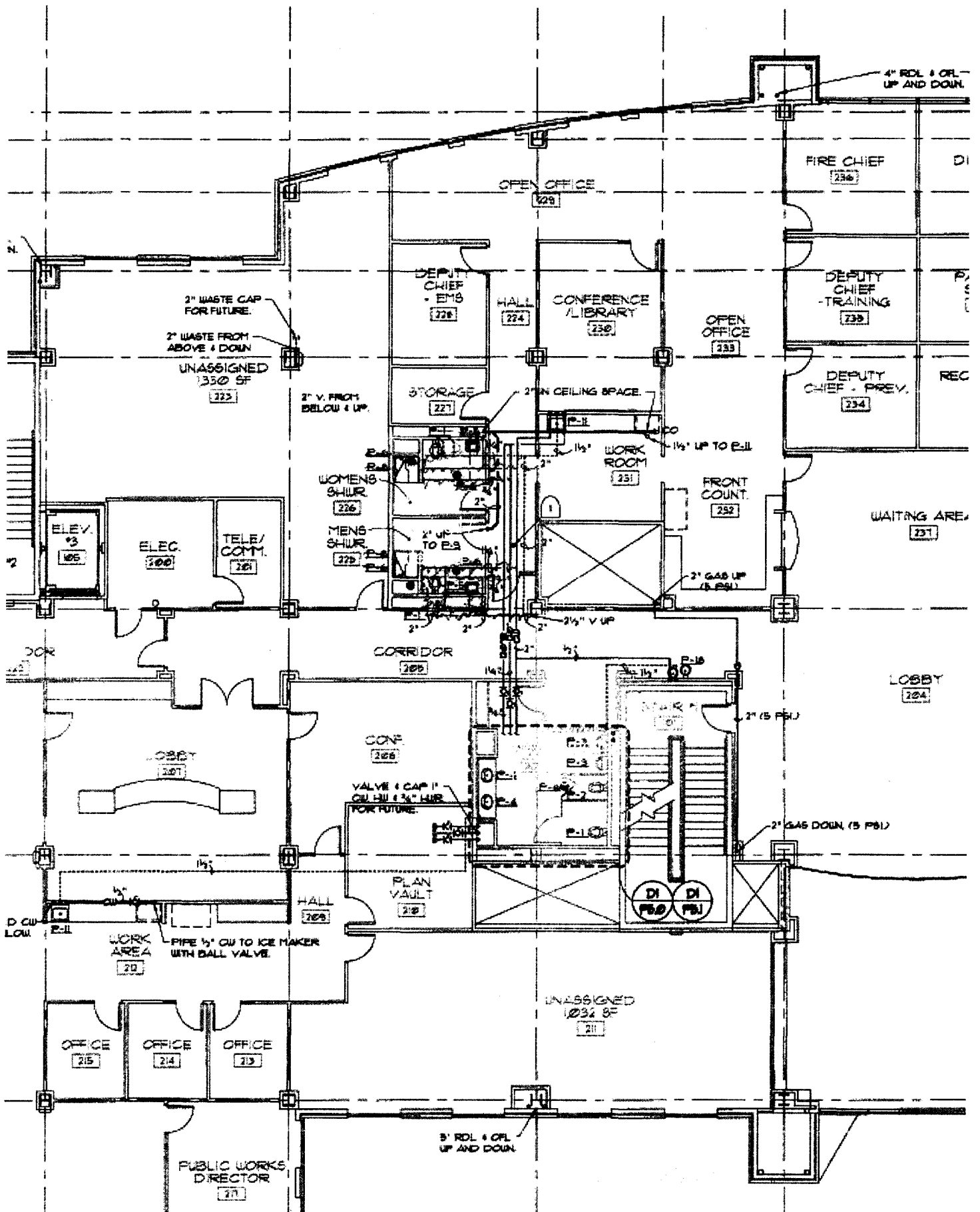
Kim J. Trout



CM110853

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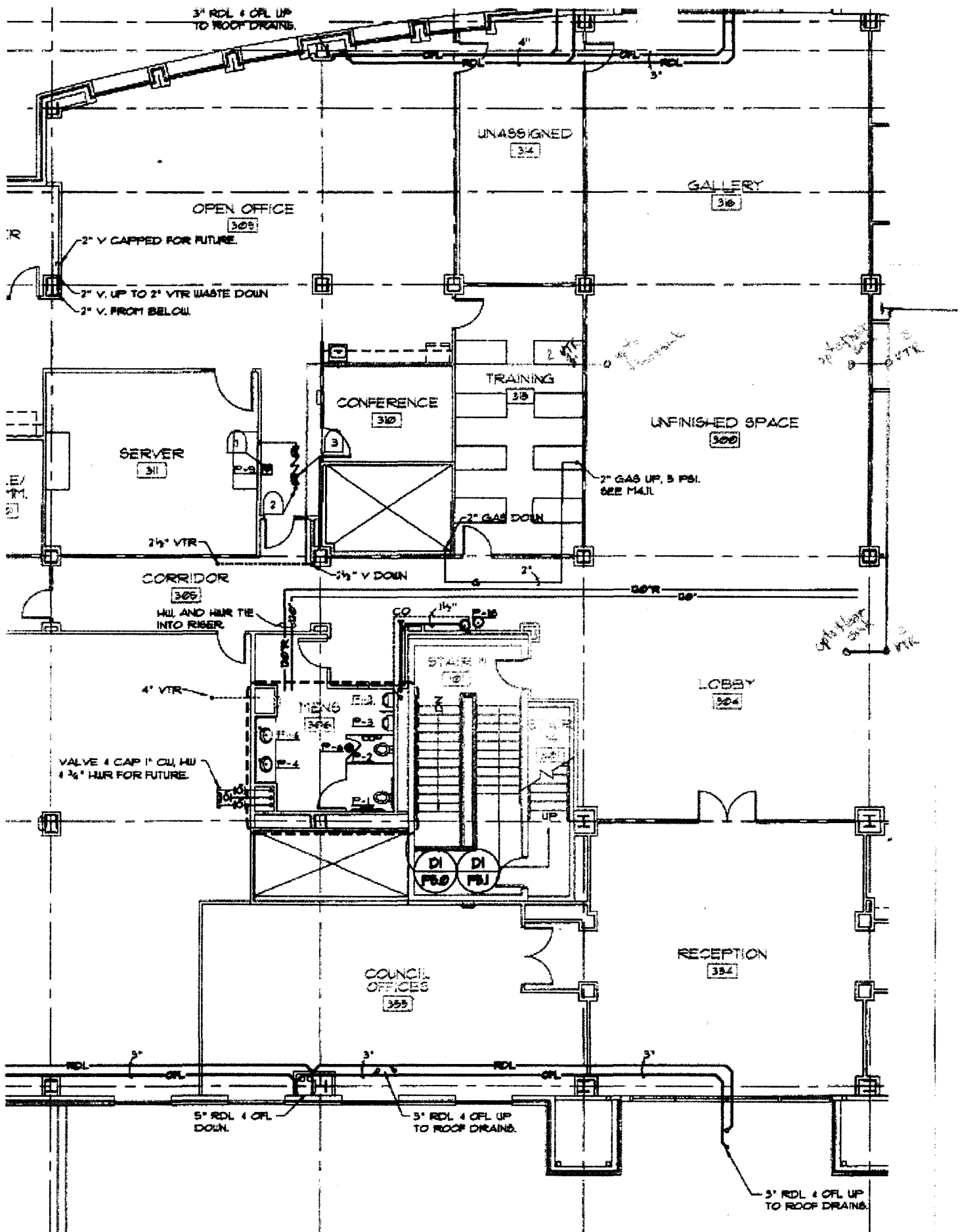




CM110855

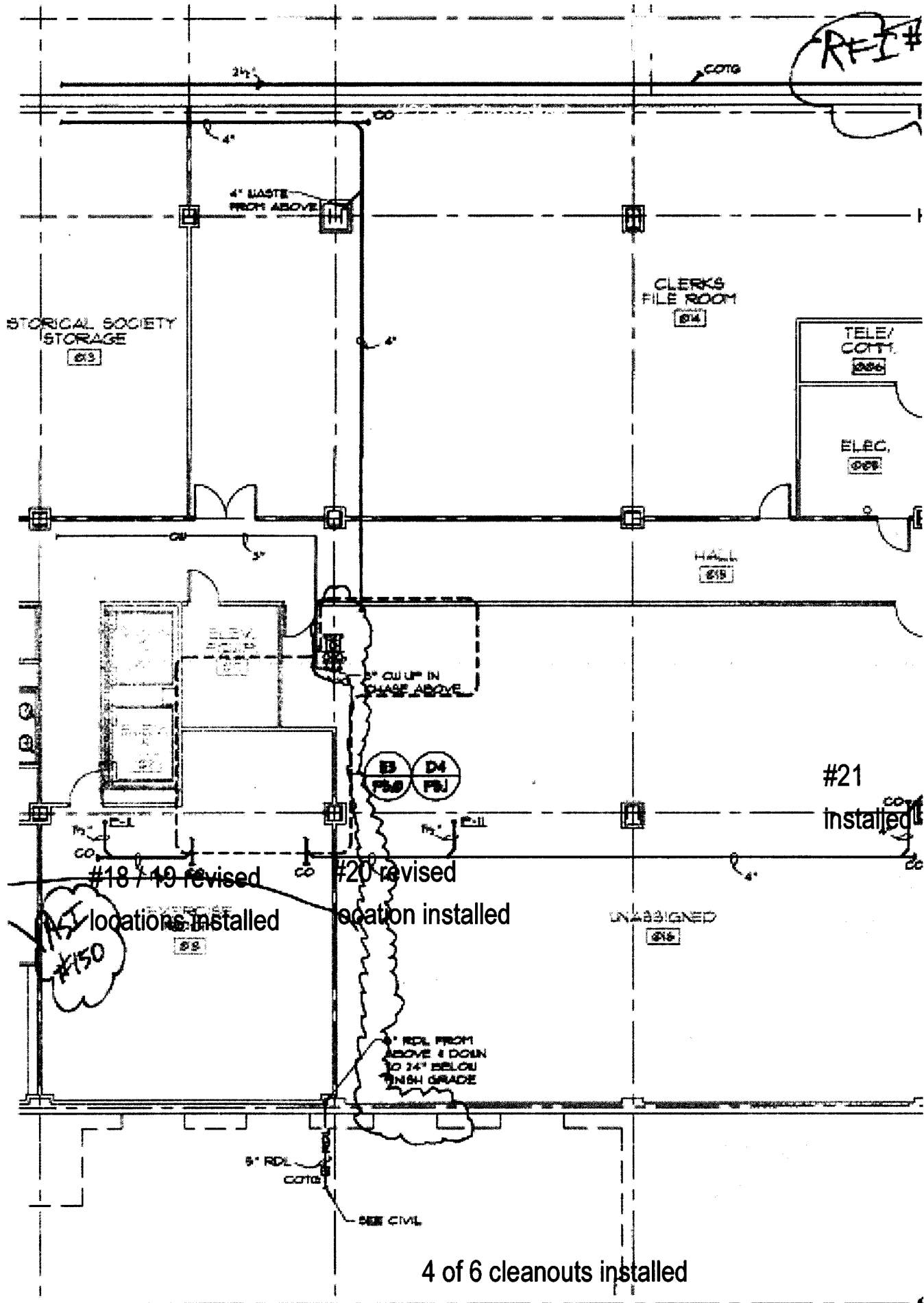
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CM110857

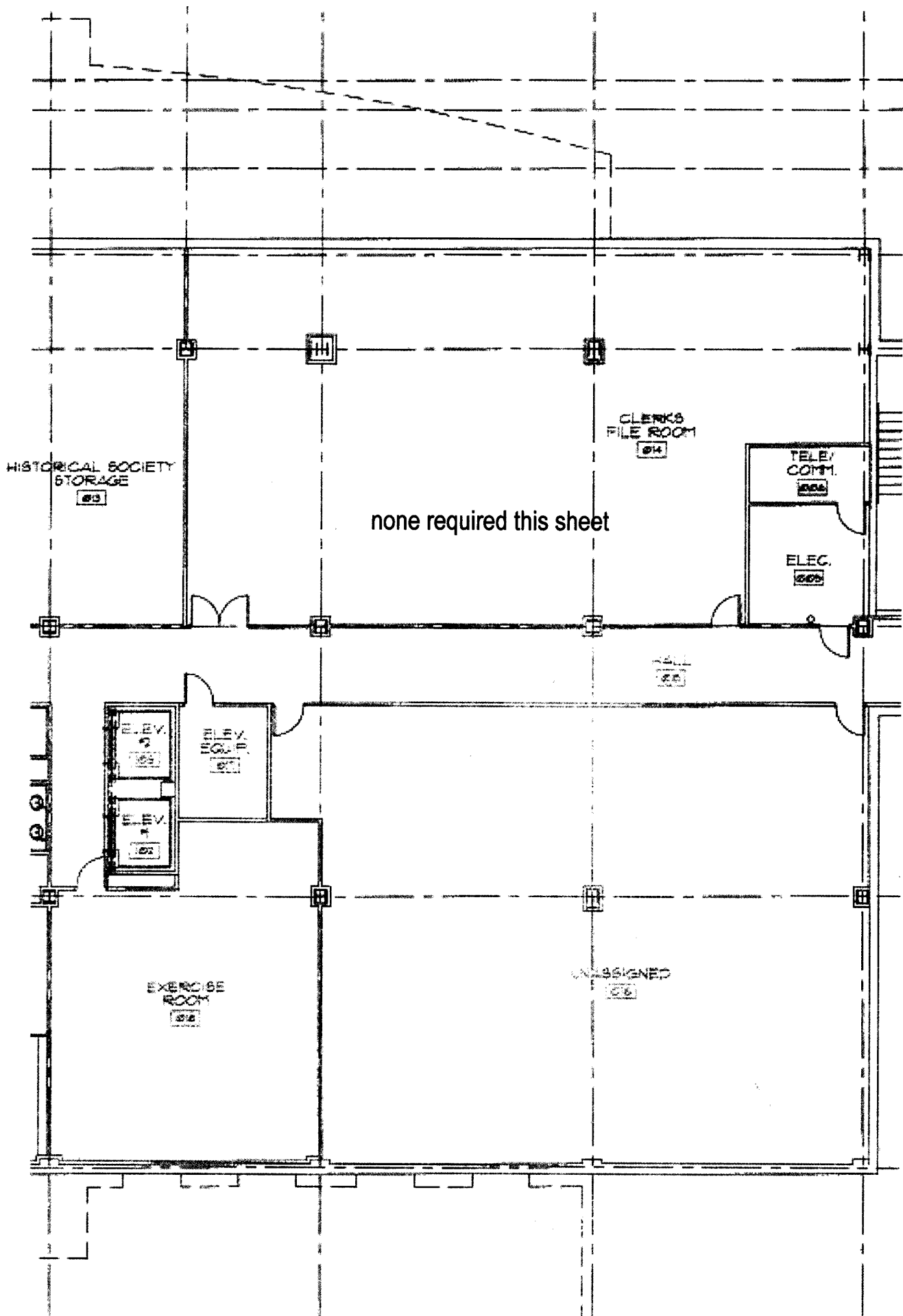
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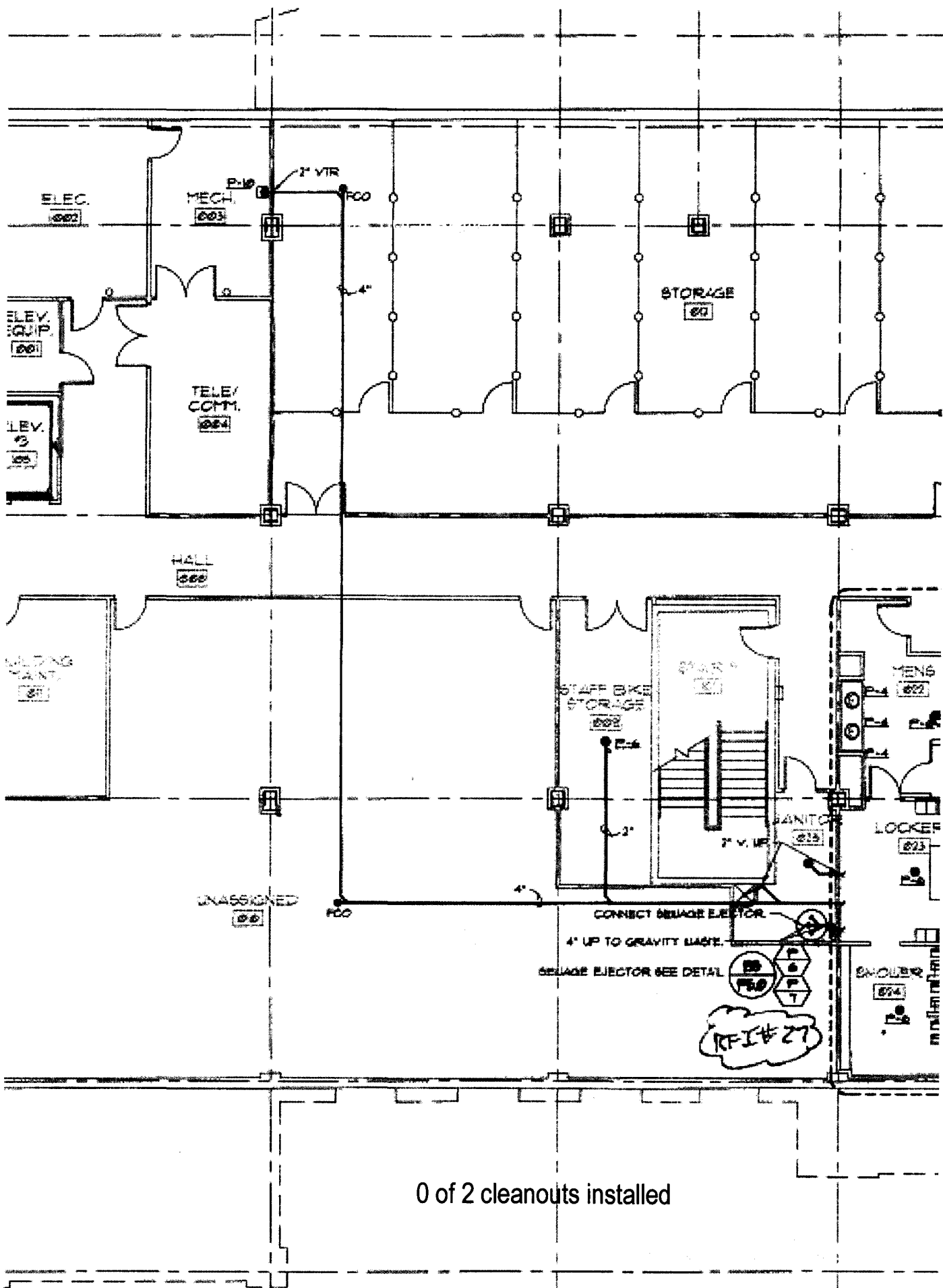
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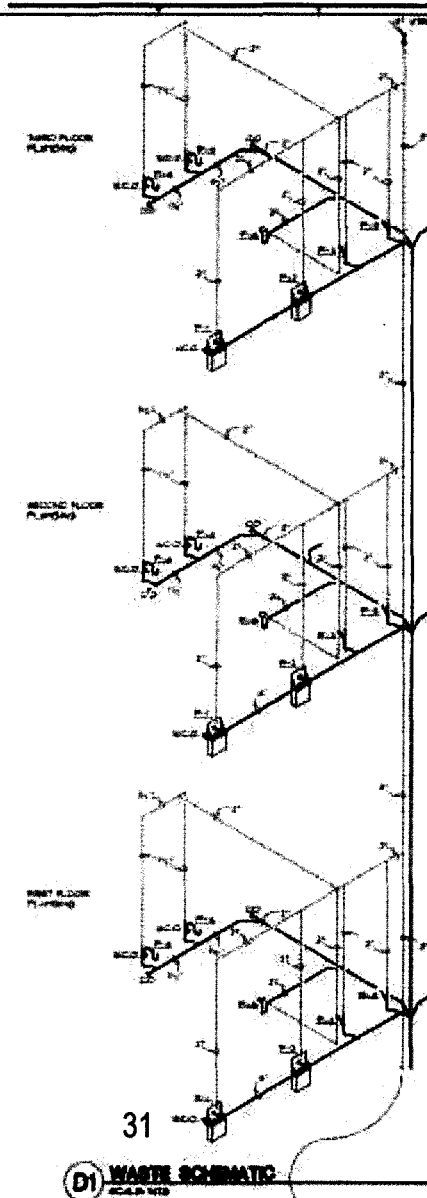
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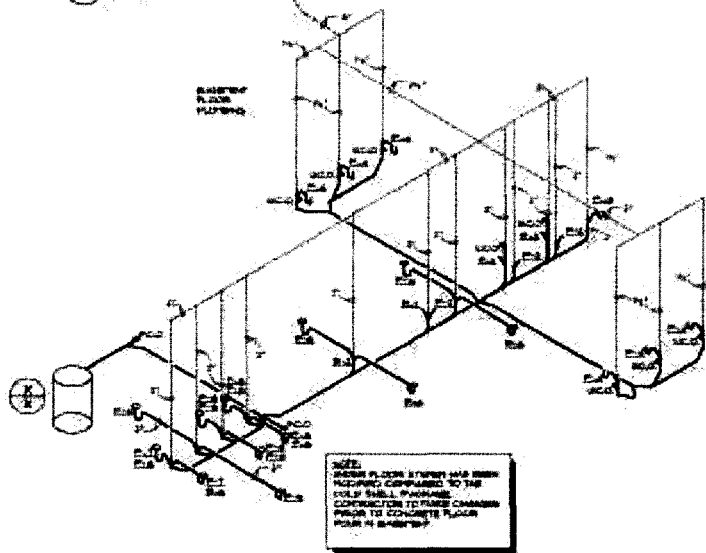


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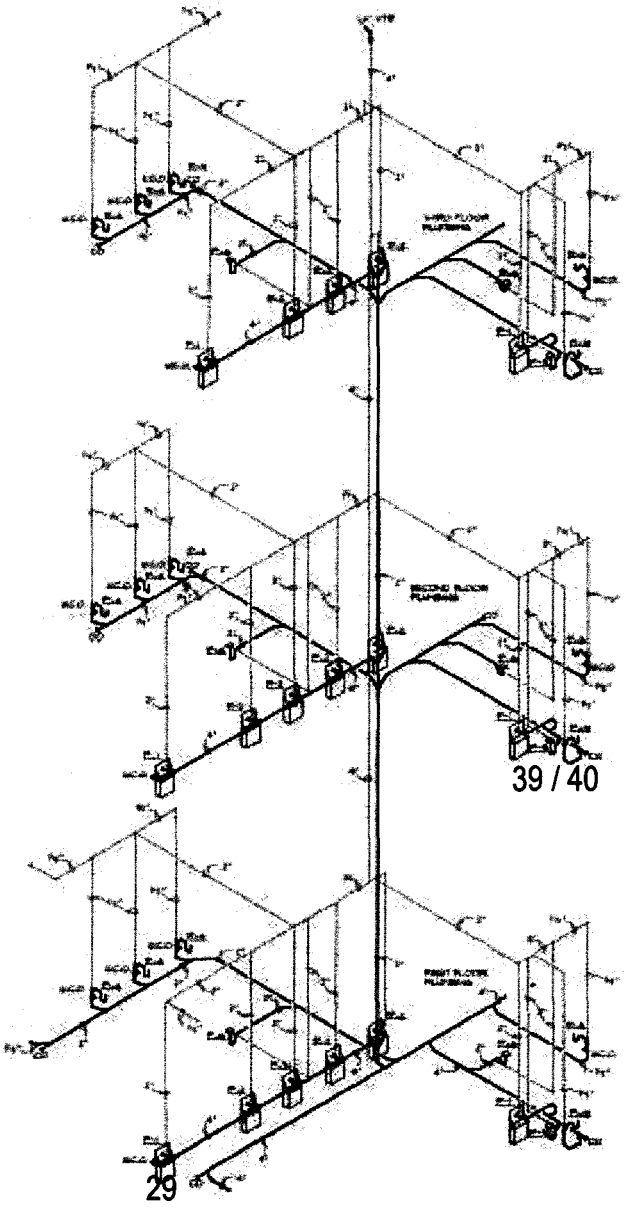
003934



D1 WASTE SCHEMATIC
SCALE: 1/8" = 1'-0"



black = clean out found



E3 WASTE SCHEMATIC
SCALE: 1/8" = 1'-0"

MERIDIAN CITY HALL
Community Plaza and Site Improvements
Meridian, Idaho

PROJECT
SPECIFICATION

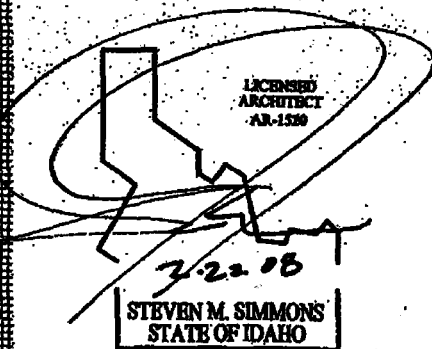
VOLUME 1 -- TECHNICAL SPECIFICATIONS

Architect:

LCA ARCHITECTS, P.A.
1221 Shoreline Lane
Boise, Idaho 83702
Ph.208.345.6677 Fx.208.344.9002
Contact: Steve Christiansen

Construction Manager:

PETRA INCORPORATED
9056 W. Blackeagle Dr.
Boise, ID 83709
Ph.208.323.4500 Fx.208.323.4507



LCA No. 06016.01
Date: February 22, 200

Meridian City Hall
Community Plaza and Site Improvements
Phase IV Rebid
Set 4



CM110863
003936

SECTION 15950 - TESTING, ADJUSTING, AND BALANCING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes TAB to produce design objectives for the following:

- 1. Air Systems:

- a. Constant-volume air systems.
 - b. Variable-air-volume systems.

- 2. Hydronic Piping Systems:

- a. Constant-flow systems.
 - b. Variable-flow systems.

- 3. HVAC equipment quantitative-performance settings.
- 4. Verifying that automatic control devices are functioning properly.
- 5. Reporting results of activities and procedures specified in this Section.

1.3 DEFINITIONS

- A. Adjust: To regulate fluid flow rate and air patterns at the terminal equipment, such as to reduce fan speed or adjust a damper.
- B. Balance: To proportion flows within the distribution system, including submains, branches, and terminals, according to indicated quantities.
- C. Barrier or Boundary: Construction, either vertical or horizontal, such as walls, floors, and ceilings that are designed and constructed to restrict the movement of airflow, smoke, odors, and other pollutants.
- D. Draft: A current of air, when referring to localized effect caused by one or more factors of high air velocity, low ambient temperature, or direction of airflow, whereby more heat is withdrawn from a person's skin than is normally dissipated.
- E. NC: Noise criteria.
- F. Procedure: An approach to and execution of a sequence of work operations to yield repeatable results.
- G. RC: Room criteria.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas where diffusers, registers, and grilles are to be installed for compliance with requirements for installation tolerances and other conditions affecting performance of equipment.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. Install diffusers, registers, and grilles level and plumb.
- B. Ceiling-Mounted Outlets and Inlets: Drawings indicate general arrangement of ducts, fittings, and accessories. Air outlet and inlet locations have been indicated to achieve design requirements for air volume, noise criteria, airflow pattern, throw, and pressure drop. Make final locations where indicated, as much as practical. For units installed in lay-in ceiling panels, locate units in the center of panel. Where architectural features or other items conflict with installation, notify Architect for a determination of final location.
- C. Install diffusers, registers, and grilles with airtight connections to ducts and to allow service and maintenance of dampers, air extractors, and fire dampers.

3.3 ADJUSTING

- A. After installation, adjust diffusers, registers, and grilles to air patterns indicated, or as directed, before starting air balancing.

END OF SECTION 15855

- H. **Report Forms:** Test data sheets for recording test data in logical order.
- I. **Static Head:** The pressure due to the weight of the fluid above the point of measurement. In a closed system, static head is equal on both sides of the pump.
- J. **Suction Head:** The height of fluid surface above the centerline of the pump on the suction side.
- K. **System Effect:** A phenomenon that can create undesired or unpredicted conditions that cause reduced capacities in all or part of a system.
- L. **System Effect Factors:** Allowances used to calculate a reduction of the performance ratings of a fan when installed under conditions different from those presented when the fan was performance tested.
- M. **TAB:** Testing, adjusting, and balancing.
- N. **Terminal:** A point where the controlled medium, such as fluid or energy, enters or leaves the distribution system.
- O. **Test:** A procedure to determine quantitative performance of systems or equipment.
- P. **Testing, Adjusting, and Balancing (TAB) Firm:** The entity responsible for performing and reporting TAB procedures.

1.4 SUBMITTALS

- A. **Strategies and Procedures Plan:** Within 60 days from Contractor's Notice to Proceed, submit 4 copies of TAB strategies and step-by-step procedures as specified in Part 3 "Preparation" Article. Include a complete set of report forms intended for use on this Project.
- B. **Certified TAB Reports:** Submit three copies of reports prepared, as specified in this Section, on approved forms certified by TAB firm.

1.5 QUALITY ASSURANCE

- A. **TAB Firm Qualifications:** Engage a TAB firm certified by AABC, NEBB, or TABB.
- B. **TAB Conference:** Meet with Owner's and Architect's representatives on approval of TAB strategies and procedures plan to develop a mutual understanding of the details. Ensure the participation of TAB team members, equipment manufacturers' authorized service representatives, HVAC controls installers, and other support personnel. Provide seven days' advance notice of scheduled meeting time and location.
 - 1. **Agenda Items:** Include at least the following:
 - a. Submittal distribution requirements.
 - b. The Contract Documents examination report.
 - c. TAB plan.
 - d. Work schedule and Project-site access requirements.
 - e. Coordination and cooperation of trades and subcontractors.
 - f. Coordination of documentation and communication flow.

- C. **Certification of TAB Reports:** Certify TAB field data reports. This certification includes the following:
 - 1. Review field data reports to validate accuracy of data and to prepare certified TAB reports.
 - 2. Certify that TAB team complied with approved TAB plan and the procedures specified and referenced in this Specification.
- D. **TAB Report Forms:** Use standard forms from AABC's "National Standards for Testing and Balancing Heating, Ventilating, and Air Conditioning Systems," NEBB's "Procedural Standards for Testing, Adjusting, and Balancing of Environmental Systems" or SMACNA's TABB "HVAC Systems - Testing, Adjusting, and Balancing."
- E. **Instrumentation Type, Quantity, and Accuracy:** As described in AABC's "National Standards for Testing and Balancing Heating, Ventilating, and Air Conditioning Systems," or NEBB's "Procedural Standards for Testing, Adjusting, and Balancing of Environmental Systems," Section II, "Required Instrumentation for NEBB Certification."
- F. **Instrumentation Calibration:** Calibrate instruments at least every six months or more frequently if required by instrument manufacturer.
 - 1. Keep an updated record of instrument calibration that indicates date of calibration and the name of party performing instrument calibration.

1.6 COORDINATION

- A. Coordinate the efforts of factory-authorized service representatives for systems and equipment, HVAC controls installers, and other mechanics to operate HVAC systems and equipment to support and assist TAB activities.
- B. **Notice:** Provide seven days' advance notice for each test. Include scheduled test dates and times.
- C. Perform TAB after leakage and pressure tests on air and water distribution systems have been satisfactorily completed.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine the Contract Documents to become familiar with Project requirements and to discover conditions in systems' designs that may preclude proper TAB of systems and equipment.
 - 1. Contract Documents are defined in the General and Supplementary Conditions of Contract.
 - 2. Verify that balancing devices, such as test ports, gage cocks, thermometer wells, flow-control devices, balancing valves and fittings, and manual volume dampers, are required by the Contract Documents. Verify that quantities and locations of these balancing

devices are accessible and appropriate for effective balancing and for efficient system and equipment operation.

- B. Examine approved submittal data of HVAC systems and equipment.
- C. Examine Project Record Documents described in Division 1 Section "Project Record Documents."
- D. Examine equipment performance data including fan and pump curves. Relate performance data to Project conditions and requirements, including system effects that can create undesired or unpredicted conditions that cause reduced capacities in all or part of a system. Calculate system effect factors to reduce performance ratings of HVAC equipment when installed under conditions different from those presented when the equipment was performance tested at the factory. To calculate system effects for air systems, use tables and charts found in AMCA 201, "Fans and Systems," Sections 7 through 10; or in SMACNA's "HVAC Systems--Duct Design," Sections 5 and 6. Compare this data with the design data and installed conditions.
- E. Examine system and equipment installations to verify that they are complete and that testing, cleaning, adjusting, and commissioning specified in individual Sections have been performed.
- F. Examine system and equipment test reports.
- G. Examine HVAC system and equipment installations to verify that indicated balancing devices, such as test ports, gage cocks, thermometer wells, flow-control devices, balancing valves and fittings, and manual volume dampers, are properly installed, and that their locations are accessible and appropriate for effective balancing and for efficient system and equipment operation.
- H. Examine systems for functional deficiencies that cannot be corrected by adjusting and balancing.
- I. Examine HVAC equipment to ensure that clean filters have been installed, bearings are greased, belts are aligned and tight, and equipment with functioning controls is ready for operation.
- J. Examine terminal units, such as variable-air-volume boxes, to verify that they are accessible and their controls are connected and functioning.
- K. Examine floor ceilings used for supply air to verify that they are airtight. Verify that pipe penetrations and other holes are sealed.
- L. Examine strainers for clean screens and proper perforations.
- M. Examine three-way valves for proper installation for their intended function of diverting or mixing fluid flows.
- N. Examine heat-transfer coils for correct piping connections and for clean and straight fins.
- O. Examine system pumps to ensure absence of entrained air in the suction piping.
- P. Examine equipment for installation and for properly operating safety interlocks and controls.
- Q. Examine automatic temperature system components to verify the following:
 - 1. Dampers, valves, and other controlled devices are operated by the intended controller.

2. Dampers and valves are in the position indicated by the controller.
 3. Integrity of valves and dampers for free and full operation and for tightness of fully closed and fully open positions. This includes dampers in multizone units, mixing boxes, and variable-air-volume terminals.
 4. Automatic modulating and shutoff valves, including two-way valves and three-way mixing and diverting valves, are properly connected.
 5. Thermostats and humidistats are located to avoid adverse effects of sunlight, drafts, and cold walls.
 6. Sensors are located to sense only the intended conditions.
 7. Sequence of operation for control modes is according to the Contract Documents.
 8. Controller set points are set at indicated values.
 9. Interlocked systems are operating.
 10. Changeover from heating to cooling mode occurs according to indicated values.
- R. Report deficiencies discovered before and during performance of TAB procedures. Observe and record system reactions to changes in conditions. Record default set points if different from indicated values.

3.2 PREPARATION

- A. Prepare a TAB plan that includes strategies and step-by-step procedures.
- B. Complete system readiness checks and prepare system readiness reports. Verify the following:
1. Permanent electrical power wiring is complete.
 2. Hydronic systems are filled, clean, and free of air.
 3. Automatic temperature-control systems are operational.
 4. Equipment and duct access doors are securely closed.
 5. Balance, smoke, and fire dampers are open.
 6. Isolating and balancing valves are open and control valves are operational.
 7. Ceilings are installed in critical areas where air-pattern adjustments are required and access to balancing devices is provided.
 8. Windows and doors can be closed so indicated conditions for system operations can be met.

3.3 GENERAL PROCEDURES FOR TESTING AND BALANCING

- A. Perform testing and balancing procedures on each system according to the procedures contained in AABC's "National Standards for Testing and Balancing Heating, Ventilating, and Air Conditioning Systems", NEBB's "Procedural Standards for Testing, Adjusting, and Balancing of Environmental Systems" or SMACNA's TABB "HVAC Systems - Testing, Adjusting, and Balancing" and this Section.
- B. Cut insulation, ducts, pipes, and equipment cabinets for installation of test probes to the minimum extent necessary to allow adequate performance of procedures. After testing and balancing, close probe holes and patch insulation with new materials identical to those removed. Restore vapor barrier and finish according to insulation Specifications for this Project.
- C. Mark equipment and balancing device settings with paint or other suitable, permanent identification material, including damper-control positions, valve position indicators, fan-speed-control levers, and similar controls and devices, to show final settings.
- D. Take and report testing and balancing measurements in inch-pound (IP) units.

3.4 GENERAL PROCEDURES FOR BALANCING AIR SYSTEMS

- A. Prepare test reports for both fans and outlets. Obtain manufacturer's outlet factors and recommended testing procedures. Crosscheck the summation of required outlet volumes with required fan volumes.
- B. For variable-air-volume systems, develop a plan to simulate diversity.
- C. Determine the best locations in main and branch ducts for accurate duct airflow measurements.
- D. Check airflow patterns from the outside-air louvers and dampers and the return- and exhaust-air dampers, through the supply-fan discharge and mixing dampers.
- E. Locate start-stop and disconnect switches, electrical interlocks, and motor starters.
- F. Verify that motor starters are equipped with properly sized thermal protection.
- G. Check dampers for proper position to achieve desired airflow path.
- H. Check for airflow blockages.
- I. Check condensate drains for proper connections and functioning.
- J. Check for proper sealing of air-handling unit components.
- K. Check for proper sealing of air duct system.

3.5 PROCEDURES FOR CONSTANT-VOLUME AIR SYSTEMS

- A. Adjust fans to deliver total indicated airflows within the maximum allowable fan speed listed by fan manufacturer.
 - 1. Measure fan static pressures to determine actual static pressure as follows:
 - a. Measure outlet static pressure as far downstream from the fan as practicable and upstream from restrictions in ducts such as elbows and transitions.
 - b. Measure static pressure directly at the fan outlet or through the flexible connection.
 - c. Measure inlet static pressure of single-inlet fans in the inlet duct as near the fan as possible, upstream from flexible connection and downstream from duct restrictions.
 - d. Measure inlet static pressure of double-inlet fans through the wall of the plenum that houses the fan.
 - 2. Measure static pressure across each component that makes up an air-handling unit, rooftop unit, and other air-handling and -treating equipment.
 - a. Simulate dirty filter operation and record the point at which maintenance personnel must change filters.
 - 3. Measure static pressures entering and leaving other devices such as sound traps, heat recovery equipment, and air washers, under final balanced conditions.
 - 4. Obtain approval from Architect for adjustment of fan speed higher or lower than indicated speed. Make required adjustments to pulley sizes, motor sizes, and electrical connections to accommodate fan-speed changes.

5. Do not make fan-speed adjustments that result in motor overload. Consult equipment manufacturers about fan-speed safety factors. Modulate dampers and measure fan-motor amperage to ensure that no overload will occur. Measure amperage in full cooling, full heating, economizer, and any other operating modes to determine the maximum required brake horsepower.
- B. Adjust volume dampers for main duct, submain ducts, and major branch ducts to indicated airflows within specified tolerances.
 1. Measure static pressure at a point downstream from the balancing damper and adjust volume dampers until the proper static pressure is achieved.
 - a. Where sufficient space in submain and branch ducts is unavailable for Pitot-tube traverse measurements, measure airflow at terminal outlets and inlets and calculate the total airflow for that zone.
 2. Remeasure each submain and branch duct after all have been adjusted. Continue to adjust submain and branch ducts to indicated airflows within specified tolerances.
- C. Measure terminal outlets and inlets without making adjustments.
 1. Measure terminal outlets using a direct-reading hood or outlet manufacturer's written instructions and calculating factors.
- D. Adjust terminal outlets and inlets for each space to indicated airflows within specified tolerances of indicated values. Make adjustments using volume dampers rather than extractors and the dampers at air terminals.
 1. Adjust each outlet in same room or space to within specified tolerances of indicated quantities without generating noise levels above the limitations prescribed by the Contract Documents.
 2. Adjust patterns of adjustable outlets for proper distribution without drafts.

3.6 GENERAL PROCEDURES FOR HYDRONIC SYSTEMS

- A. Prepare test reports with pertinent design data and number in sequence starting at pump to end of system. Check the sum of branch-circuit flows against approved pump flow rate. Correct variations that exceed plus or minus 5 percent.
- B. Prepare hydronic systems for testing and balancing according to the following, in addition to the general preparation procedures specified above:
 1. Open all manual valves for maximum flow.
 2. Check expansion tank liquid level.
 3. Check makeup-water-station pressure gage for adequate pressure for highest vent.
 4. Check flow-control valves for specified sequence of operation and set at indicated flow.
 5. Set differential-pressure control valves at the specified differential pressure. Do not set at fully closed position when pump is positive-displacement type unless several terminal valves are kept open.
 6. Set system controls so automatic valves are wide open to heat exchangers.
 7. Check pump-motor load. If motor is overloaded, throttle main flow-balancing device so motor nameplate rating is not exceeded.
 8. Check air vents for a forceful liquid flow exiting from vents when manually operated.

3.7 PROCEDURES FOR HYDRONIC SYSTEMS

- A. Measure water flow at pumps. Use the following procedures, except for positive-displacement pumps:
 - 1. Verify impeller size by operating the pump with the discharge valve closed. Read pressure differential across the pump. Convert pressure to head and correct for differences in gage heights. Note the point on manufacturer's pump curve at zero flow and verify that the pump has the intended impeller size.
 - 2. Check system resistance. With all valves open, read pressure differential across the pump and mark pump manufacturer's head-capacity curve. Adjust pump discharge valve until indicated water flow is achieved.
 - 3. Verify pump-motor brake horsepower. Calculate the intended brake horsepower for the system based on pump manufacturer's performance data. Compare calculated brake horsepower with nameplate data on the pump motor. Report conditions where actual amperage exceeds motor nameplate amperage.
 - 4. Report flow rates that are not within plus or minus 5 percent of design.
- B. Set calibrated balancing valves, if installed, at calculated presettings.
- C. Measure flow at all stations and adjust, where necessary, to obtain first balance.
 - 1. System components that have Cv rating or an accurately cataloged flow-pressure-drop relationship may be used as a flow-indicating device.
- D. Measure flow at main balancing station and set main balancing device to achieve flow that is 5 percent greater than indicated flow.
- E. Adjust balancing stations to within specified tolerances of indicated flow rate as follows:
 - 1. Determine the balancing station with the highest percentage over indicated flow.
 - 2. Adjust each station in turn, beginning with the station with the highest percentage over indicated flow and proceeding to the station with the lowest percentage over indicated flow.
 - 3. Record settings and mark balancing devices.
- F. Measure pump flow rate and make final measurements of pump amperage, voltage, rpm, pump heads, and systems' pressures and temperatures including outdoor-air temperature.
- G. Measure the differential-pressure control valve settings existing at the conclusions of balancing.

3.8 PROCEDURES FOR VARIABLE-FLOW HYDRONIC SYSTEMS

- A. Balance systems with automatic two- and three-way control valves by setting systems at maximum flow through heat-exchange terminals and proceed as specified above for hydronic systems.

3.9 PROCEDURES FOR MOTORS

- A. Motors, 1/2 HP and Larger: Test at final balanced conditions and record the following data:
 - 1. Manufacturer, model, and serial numbers.
 - 2. Motor horsepower rating.

3. Motor rpm.
4. Efficiency rating.
5. Nameplate and measured voltage, each phase.
6. Nameplate and measured amperage, each phase.
7. Starter thermal-protection-element rating.

- B. Motors Driven by Variable-Frequency Controllers: Test for proper operation at speeds varying from minimum to maximum. Test the manual bypass for the controller to prove proper operation. Record observations, including controller manufacturer, model and serial numbers, and nameplate data.

3.10 PROCEDURES FOR CHILLERS

- A. Balance water flow through each evaporator to within specified tolerances of indicated flow with all pumps operating. With only one chiller operating in a multiple chiller installation, do not exceed the flow for the maximum tube velocity recommended by the chiller manufacturer. Measure and record the following data with each chiller operating at design conditions:

1. Evaporator-water entering and leaving temperatures, pressure drop, and water flow.
2. Evaporator and condenser refrigerant temperatures and pressures, using instruments furnished by chiller manufacturer.
3. Power factor if factory-installed instrumentation is furnished for measuring kilowatt.
4. Kilowatt input if factory-installed instrumentation is furnished for measuring kilowatt.
5. Capacity: Calculate in tons of cooling.
6. If air-cooled chillers, verify condenser-fan rotation and record fan and motor data including number of fans and entering- and leaving-air temperatures.

3.11 PROCEDURES FOR CONDENSING UNITS

- A. Verify proper rotation of fans.
- B. Measure entering- and leaving-air temperatures.
- C. Record compressor data.

3.12 PROCEDURES FOR BOILERS

- A. If hydronic, measure entering- and leaving-water temperatures and water flow.
- B. If steam, measure entering-water temperature and flow and leaving steam pressure, temperature, and flow.

3.13 PROCEDURES FOR HEAT-TRANSFER COILS

- A. Water Coils: Measure the following data for each coil:
1. Entering- and leaving-water temperature.
 2. Water flow rate.
 3. Water pressure drop.
 4. Dry-bulb temperature of entering and leaving air.
 5. Wet-bulb temperature of entering and leaving air for cooling coils.

6. Airflow.
7. Air pressure drop.

3.14 PROCEDURES FOR TEMPERATURE MEASUREMENTS

- A. During TAB, report the need for adjustment in temperature regulation within the automatic temperature-control system.
- B. Measure indoor wet- and dry-bulb temperatures every other hour for a period of two successive eight-hour days, in each separately controlled zone, to prove correctness of final temperature settings. Measure when the building or zone is occupied.
- C. Measure outside-air, wet- and dry-bulb temperatures.

3.15 TEMPERATURE-CONTROL VERIFICATION

- A. Check the operation of limiting controllers (i.e., high- and low-temperature controllers).
- B. Check free travel and proper operation of control devices such as damper and valve operators.
- C. Check the sequence of operation of control devices.
- D. Note operation of electric actuators using spring return for proper fail-safe operations.

3.16 TOLERANCES

- A. Set HVAC system airflow and water flow rates within the following tolerances:
 1. Supply, Return, and Exhaust Fans and Equipment with Fans: Plus 5 to plus 10 percent.
 2. Air Outlets and Inlets: 0 to plus or minus 5 percent.
 3. Heating-Water Flow Rate: 0 to plus or minus 5 percent.
 4. Cooling-Water Flow Rate: 0 to plus or minus 5 percent.

3.17 FINAL REPORT

- A. General: Typewritten, or computer printout in letter-quality font, on standard bond paper, in three-ring binder, tabulated and divided into sections by tested and balanced systems.
- B. Include a certification sheet in front of binder signed and sealed by the certified testing and balancing engineer.
 1. Include a list of instruments used for procedures, along with proof of calibration.
- C. Final Report Contents: In addition to certified field report data, include the following:
 1. Pump curves.
 2. Fan curves.
 3. Manufacturers' test data.
 4. Field test reports prepared by system and equipment installers.
 5. Other information relative to equipment performance, but do not include Shop Drawings and Product Data.

D. General Report Data: In addition to form titles and entries, include the following data in the final report, as applicable:

1. Title page.
2. Name and address of TAB firm.
3. Project name.
4. Project location.
5. Architect's name and address.
6. Engineer's name and address.
7. Contractor's name and address.
8. Report date.
9. Signature of TAB firm who certifies the report.
10. Table of Contents with the total number of pages defined for each section of the report. Number each page in the report.
11. Summary of contents including the following:
 - a. Indicated versus final performance.
 - b. Notable characteristics of systems.
 - c. Description of system operation sequence if it varies from the Contract Documents.
12. Nomenclature sheets for each item of equipment.
13. Data for terminal units, including manufacturer, type size, and fittings.
14. Notes to explain why certain final data in the body of reports varies from indicated values.
15. Test conditions for fans and pump performance forms including the following:
 - a. Settings for outside-, return-, and exhaust-air dampers.
 - b. Conditions of filters.
 - c. Cooling coil, wet- and dry-bulb conditions.
 - d. Fan drive settings including settings and percentage of maximum pitch diameter.
 - e. VFD settings for variable-air-volume systems.
 - f. Settings for supply-air, static-pressure controller.

E. Air-Handling Unit Test Reports: For air-handling units with coils, include the following:

1. Unit Data: Include the following:
 - a. Unit identification.
 - b. Location.
 - c. Make and type.
 - d. Model number and unit size.
 - e. Manufacturer's serial number.
 - f. Sheave make, size in inches (mm), and bore.
 - g. Sheave dimensions, center-to-center, and amount of adjustments in inches (mm).
 - h. Number of belts, make, and size.
 - i. Number of filters, type, and size.
2. Motor Data:
 - a. Make and frame type and size.
 - b. Horsepower and rpm.
 - c. Volts, phase, and hertz.
 - d. Full-load amperage and service factor.
 - e. Sheave make, size in inches (mm), and bore.
 - f. Sheave dimensions, center-to-center, and amount of adjustments in inches (mm).

3. Test Data (Indicated and Actual Values):

- a. Total airflow rate in cfm (L/s).
- b. Total system static pressure in inches wg (Pa).
- c. Fan rpm.
- d. Discharge static pressure in inches wg (Pa).
- e. Filter static-pressure differential in inches wg (Pa).
- f. Preheat coil static-pressure differential in inches wg (Pa).
- g. Cooling coil static-pressure differential in inches wg (Pa).
- h. Outside airflow in cfm (L/s).
- i. Return airflow in cfm (L/s).
- j. Outside-air damper position.
- k. Return-air damper position.

F. Fan Test Reports: For supply, return, and exhaust fans, include the following:**1. Fan Data:**

- a. System identification.
- b. Location.
- c. Make and type.
- d. Model number and size.
- e. Manufacturer's serial number.
- f. Sheave make, size in inches (mm), and bore.
- g. Sheave dimensions, center-to-center, and amount of adjustments in inches (mm).

2. Motor Data:

- a. Make and frame type and size.
- b. Horsepower and rpm.
- c. Volts, phase, and hertz.
- d. Full-load amperage and service factor.
- e. Sheave make, size in inches (mm), and bore.
- f. Sheave dimensions, center-to-center, and amount of adjustments in inches (mm).
- g. Number of belts, make, and size.

3. Test Data (Indicated and Actual Values):

- a. Total airflow rate in cfm (L/s).
- b. Total system static pressure in inches wg (Pa).
- c. Fan rpm.
- d. Discharge static pressure in inches wg (Pa).
- e. Suction static pressure in inches wg (Pa).

G. Round, Flat-Oval, and Rectangular Duct Traverse Reports: Include a diagram with a grid representing the duct cross-section and record the following:**1. Report Data:**

- a. System and air-handling unit number.
- b. Location and zone.
- c. Traverse air temperature in deg F (deg C).
- d. Duct static pressure in inches wg (Pa).
- e. Duct size in inches (mm).
- f. Duct area in sq. ft. (sq. m).

- g. Indicated airflow rate in cfm (L/s).
- h. Indicated velocity in fpm (m/s).
- i. Actual airflow rate in cfm (L/s).
- j. Actual average velocity in fpm (m/s).

H. Air-Terminal-Device Reports:

1. Unit Data:

- a. System and air-handling unit identification.
- b. Location and zone.
- c. Test apparatus used.
- d. Area served.
- e. Air-terminal-device make.
- f. Air-terminal-device number from system diagram.
- g. Air-terminal-device type and model number.
- h. Air-terminal-device size.
- i. Air-terminal-device effective area in sq. ft. (sq. m).

2. Test Data (Indicated and Actual Values):

- a. Airflow rate in cfm (L/s).
- b. Air velocity in fpm (m/s).
- c. Preliminary airflow rate as needed in cfm (L/s).
- d. Preliminary velocity as needed in fpm (m/s).
- e. Final airflow rate in cfm (L/s).
- f. Final velocity in fpm (m/s).

I. System-Coil Reports: For reheat coils and water coils of terminal units, include the following:

1. Unit Data:

- a. System and air-handling unit identification.
- b. Location and zone.
- c. Room or riser served.
- d. Coil make and size.
- e. Flowmeter type.

2. Test Data (Indicated and Actual Values):

- a. Airflow rate in cfm (L/s).
- b. Entering-water temperature in deg F (deg C).
- c. Leaving-water temperature in deg F (deg C).
- d. Water pressure drop in feet of head or psig (kPa).
- e. Entering-air temperature in deg F (deg C).
- f. Leaving-air temperature in deg F (deg C).

J. Packaged Chiller Reports:

1. Unit Data:

- a. Unit identification.
- b. Make and model number.
- c. Manufacturer's serial number.
- d. Refrigerant type and capacity in gal. (L).

- e. Starter type and size.
 - f. Starter thermal protection size.
 - g. Compressor make and model number.
 - h. Compressor manufacturer's serial number.
2. Air-Cooled Condenser Test Data (Indicated and Actual Values).
3. Evaporator Test Reports (Indicated and Actual Values):
- a. Refrigerant pressure in psig (kPa).
 - b. Refrigerant temperature in deg F (deg C).
 - c. Entering-water temperature in deg F (deg C).
 - d. Leaving-water temperature in deg F (deg C).
 - e. Entering-water pressure in feet of head or psig (kPa).
 - f. Water pressure differential in feet of head or psig (kPa).
4. Compressor Test Data (Indicated and Actual Values):
- a. Suction pressure in psig (kPa).
 - b. Suction temperature in deg F (deg C).
 - c. Discharge pressure in psig (kPa).
 - d. Discharge temperature in deg F (deg C).
 - e. Oil pressure in psig (kPa).
 - f. Oil temperature in deg F (deg C).
 - g. Voltage at each connection.
 - h. Amperage for each phase.
 - i. Kilowatt input.
 - j. Crankcase heater kilowatt.
 - k. Chilled-water control set point in deg F (deg C).
 - l. Condenser-water control set point in deg F (deg C).
 - m. Refrigerant low-pressure-cutoff set point in psig (kPa).
 - n. Refrigerant high-pressure-cutoff set point in psig (kPa).
- K. Pump Test Reports: Calculate impeller size by plotting the shutoff head on pump curves and include the following:
1. Unit Data:
- a. Unit identification.
 - b. Location.
 - c. Service.
 - d. Make and size.
 - e. Model and serial numbers.
 - f. Water flow rate in gpm (L/s).
 - g. Water pressure differential in feet of head or psig (kPa).
 - h. Required net positive suction head in feet of head or psig (kPa).
 - i. Pump rpm.
 - j. Impeller diameter in inches (mm).
 - k. Motor make and frame size.
 - l. Motor horsepower and rpm.
 - m. Voltage at each connection.
 - n. Amperage for each phase.
 - o. Full-load amperage and service factor.
 - p. Seal type.

2. Test Data (Indicated and Actual Values):

- a. Static head in feet of head or psig (kPa).
- b. Pump shutoff pressure in feet of head or psig (kPa).
- c. Actual impeller size in inches (mm).
- d. Full-open flow rate in gpm (L/s).
- e. Full-open pressure in feet of head or psig (kPa).
- f. Final discharge pressure in feet of head or psig (kPa).
- g. Final suction pressure in feet of head or psig (kPa).
- h. Final total pressure in feet of head or psig (kPa).
- i. Final water flow rate in gpm (L/s).
- j. Voltage at each connection.
- k. Amperage for each phase.

L. Boiler Test Reports:

1. Unit Data:

- a. Unit identification.
- b. Location.
- c. Service.
- d. Make and type.
- e. Model and serial numbers.
- f. Fuel type and input in Btuh (kW).
- g. Number of passes.
- h. Ignition type.
- i. Burner-control types.
- j. Voltage at each connection.
- k. Amperage for each phase.

2. Test Data (Indicated and Actual Values):

- a. Operating pressure in psig (kPa).
- b. Operating temperature in deg F (deg C).
- c. Entering-water temperature in deg F (deg C).
- d. Leaving-water temperature in deg F (deg C).
- e. Number of safety valves and sizes in NPS (DN).
- f. Safety valve settings in psig (kPa).
- g. High-limit setting in psig (kPa).
- h. Operating-control setting.
- i. High-fire set point.
- j. Low-fire set point.
- k. Voltage at each connection.
- l. Amperage for each phase.

M. Instrument Calibration Reports:

1. Report Data:

- a. Instrument type and make.
- b. Serial number.
- c. Application.
- d. Dates of use.
- e. Dates of calibration.

3.18 ADDITIONAL TESTS

- A. Within 90 days of completing TAB, perform additional testing and balancing for fine tuning trouble areas and to verify that balanced conditions are being maintained throughout and to correct unusual conditions.
- B. Seasonal Periods: If initial TAB procedures were not performed during near-peak summer and winter conditions, perform additional testing, inspecting, and adjusting during near-peak summer and winter conditions.

END OF SECTION 15950



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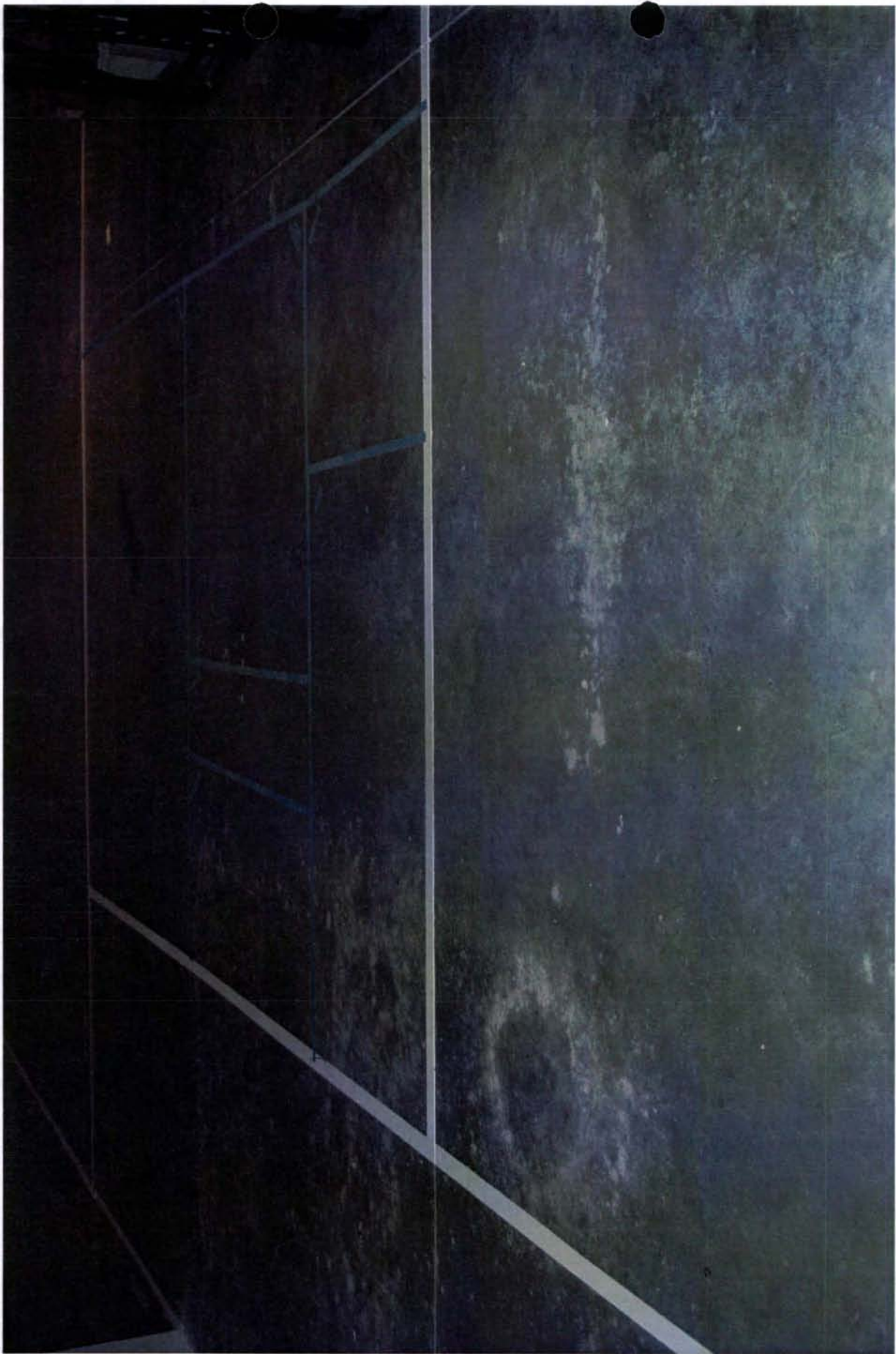
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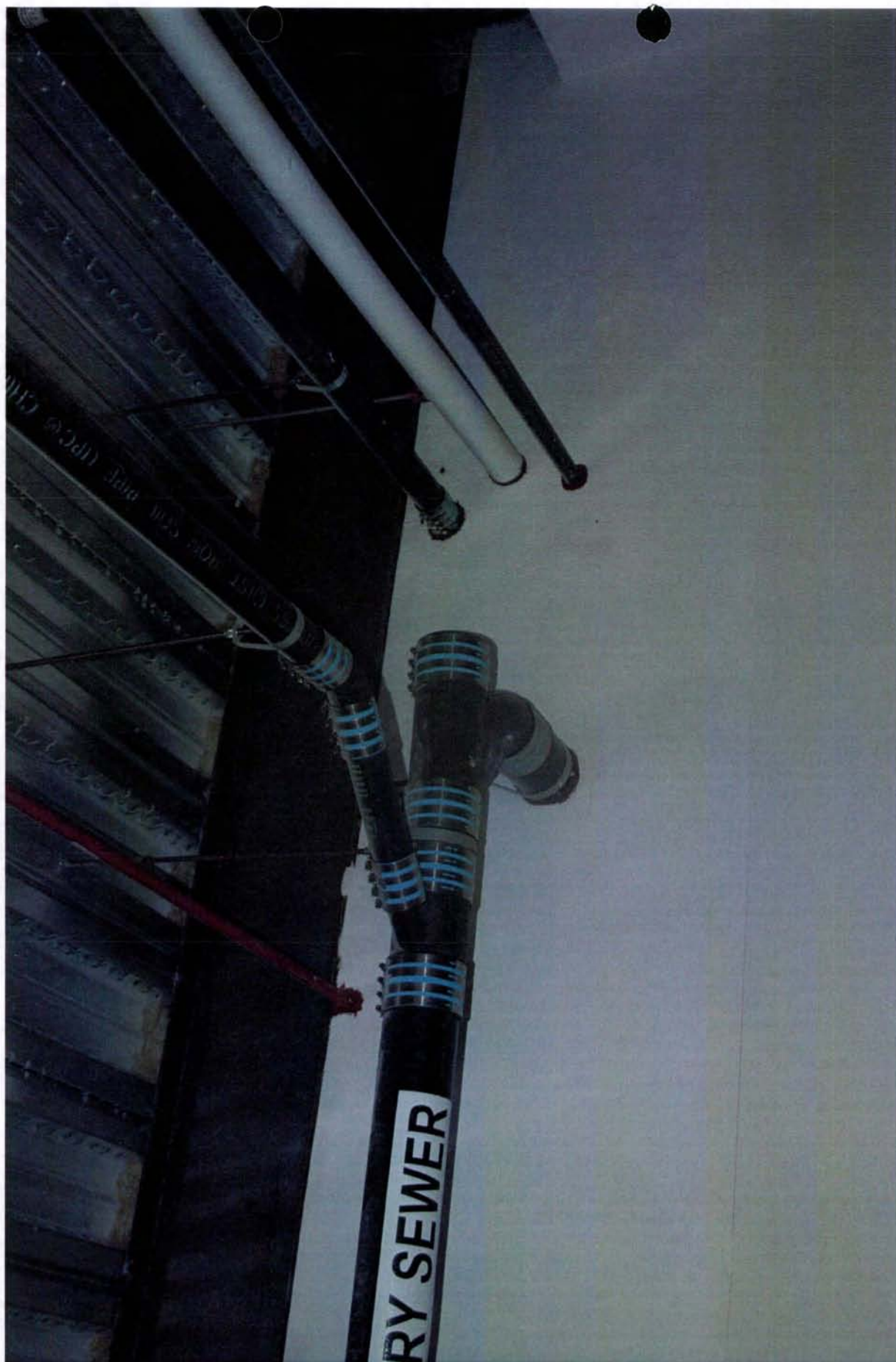
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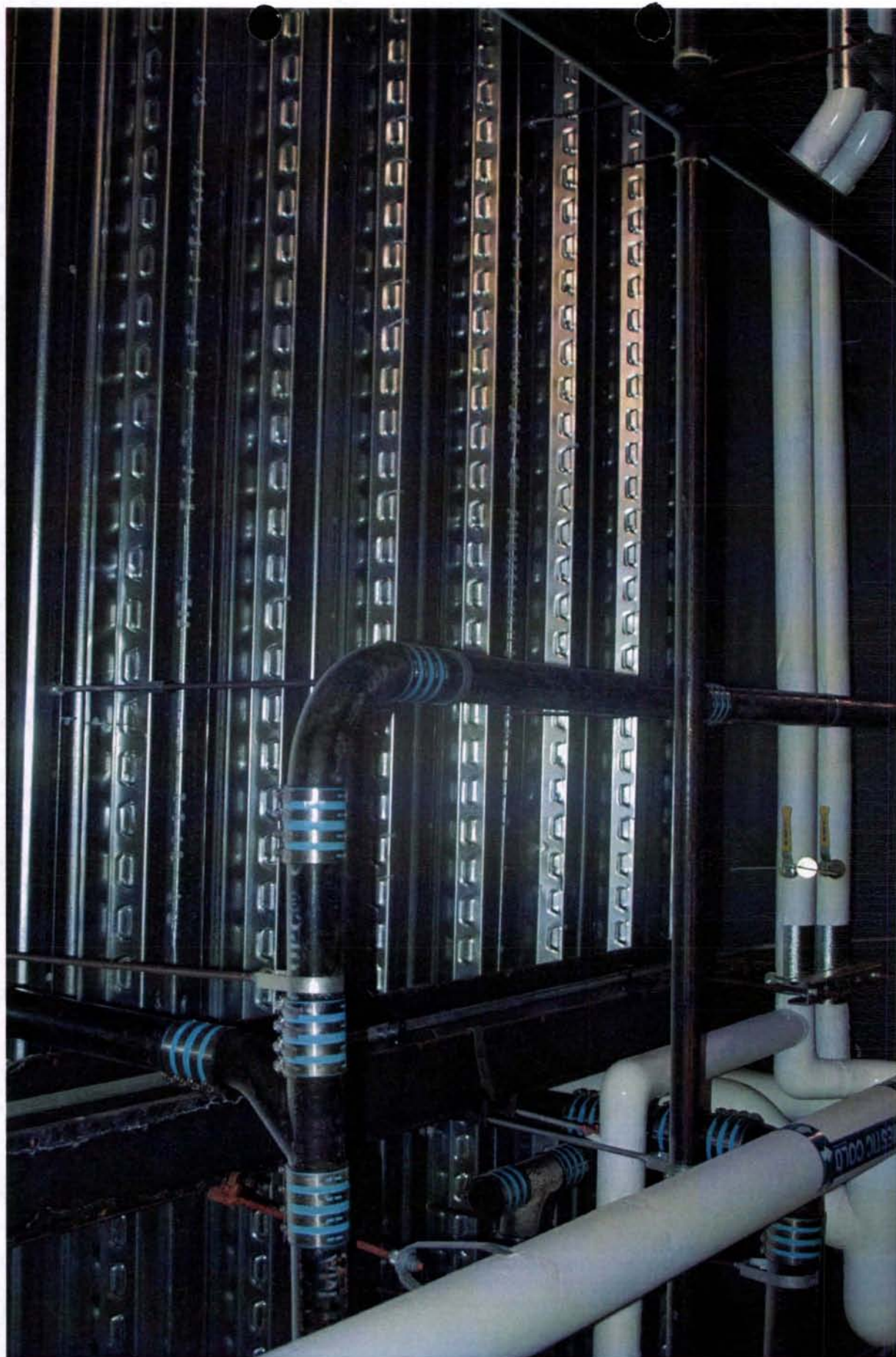
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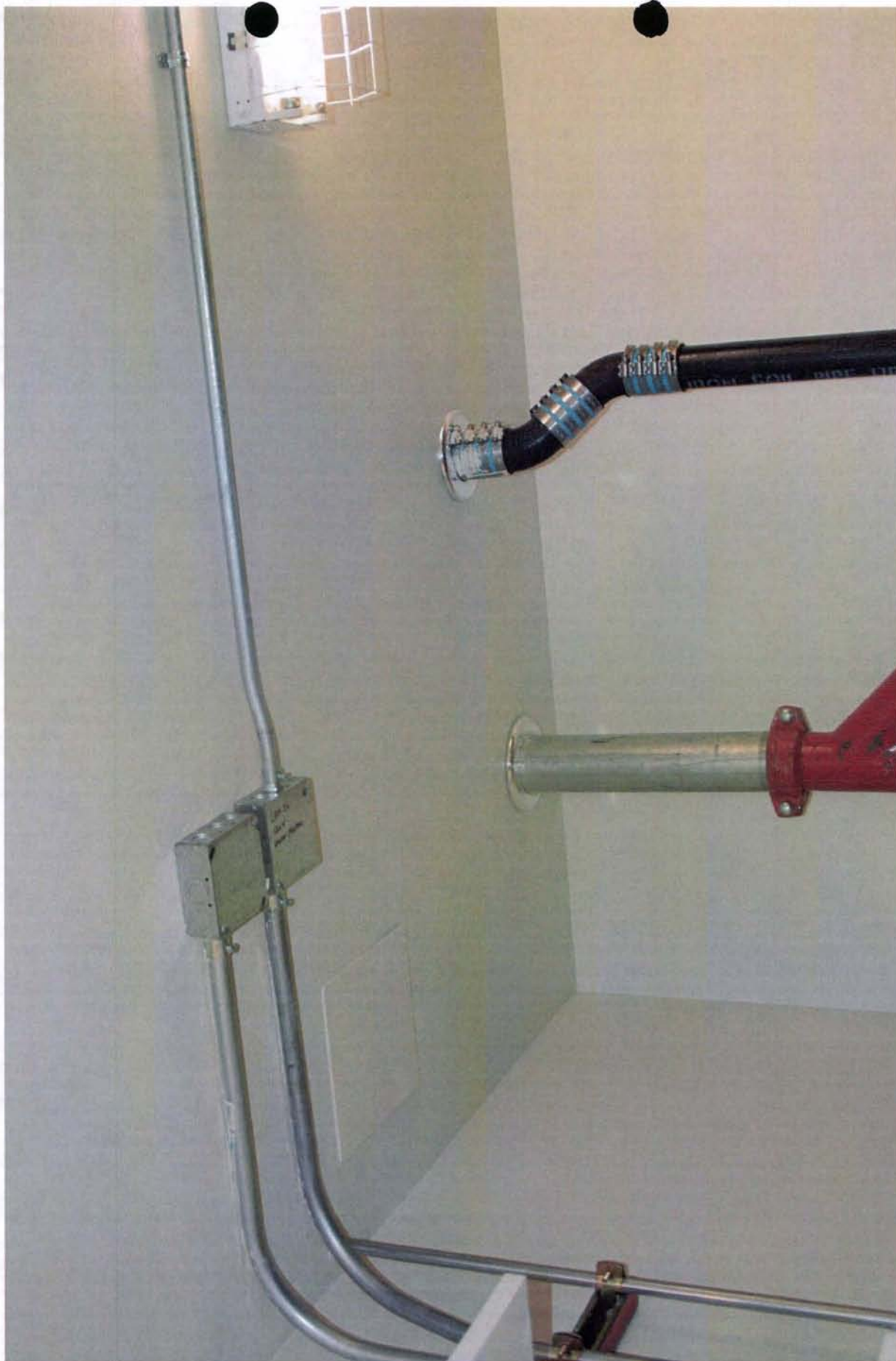
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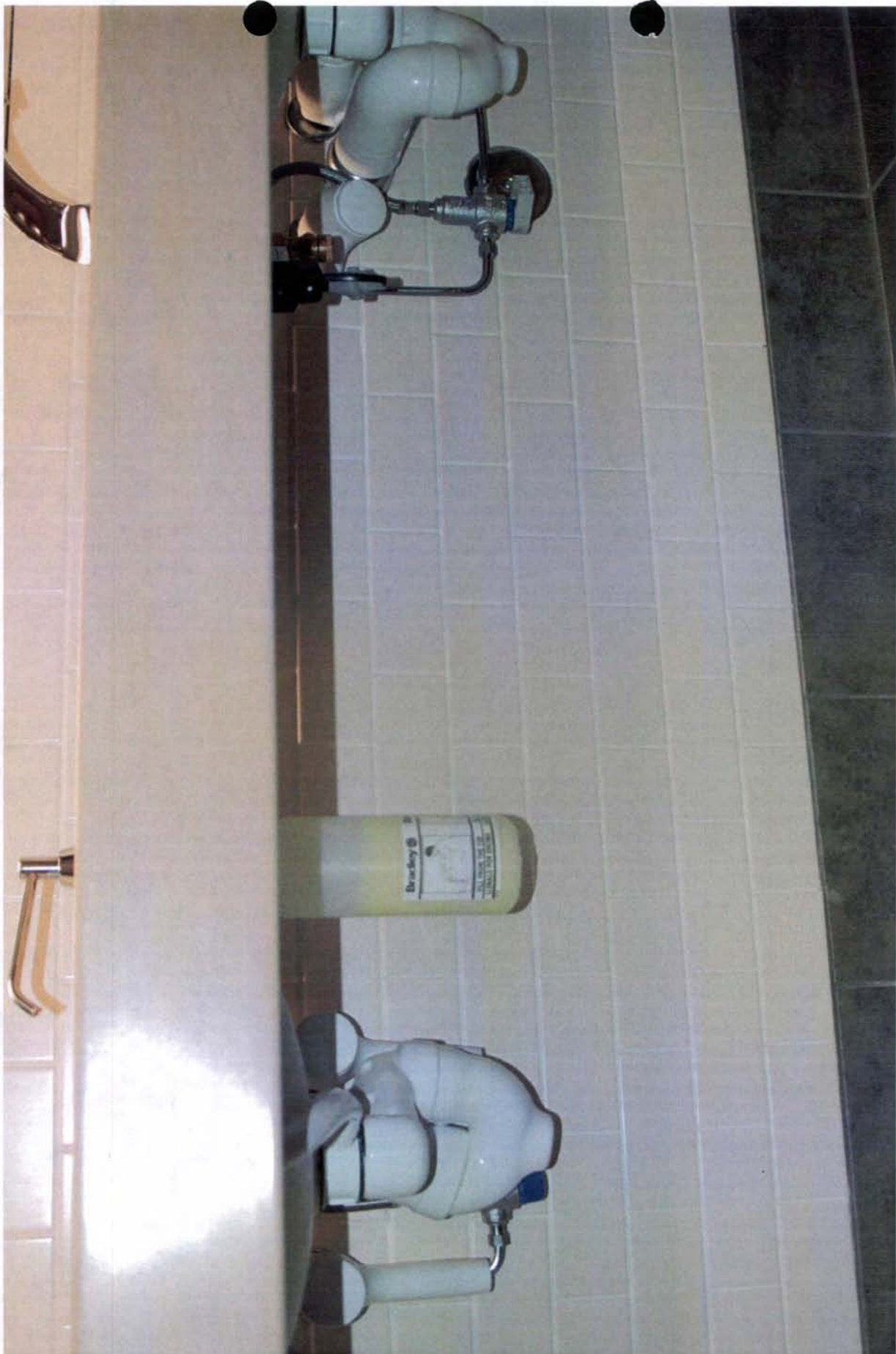
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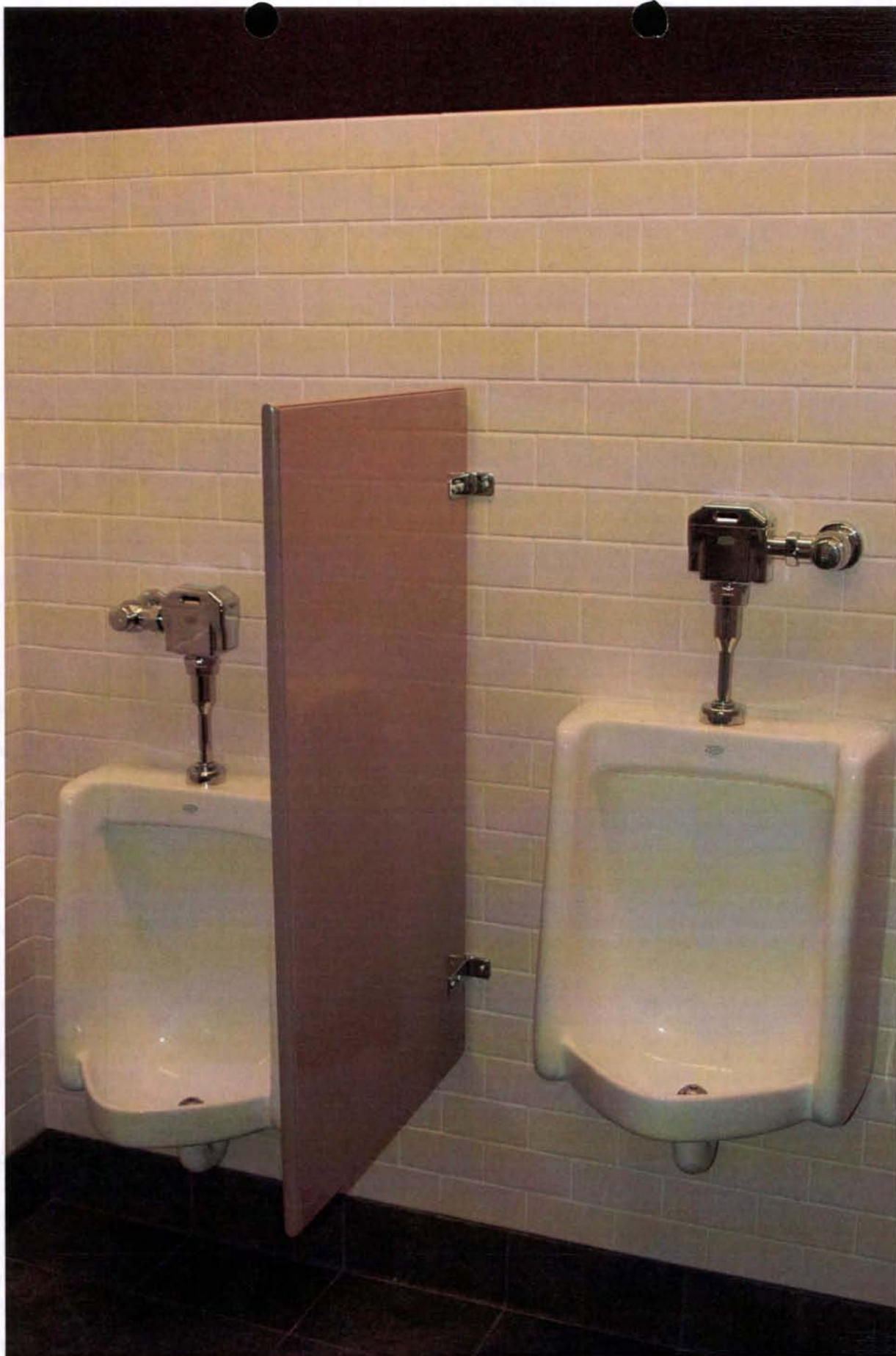
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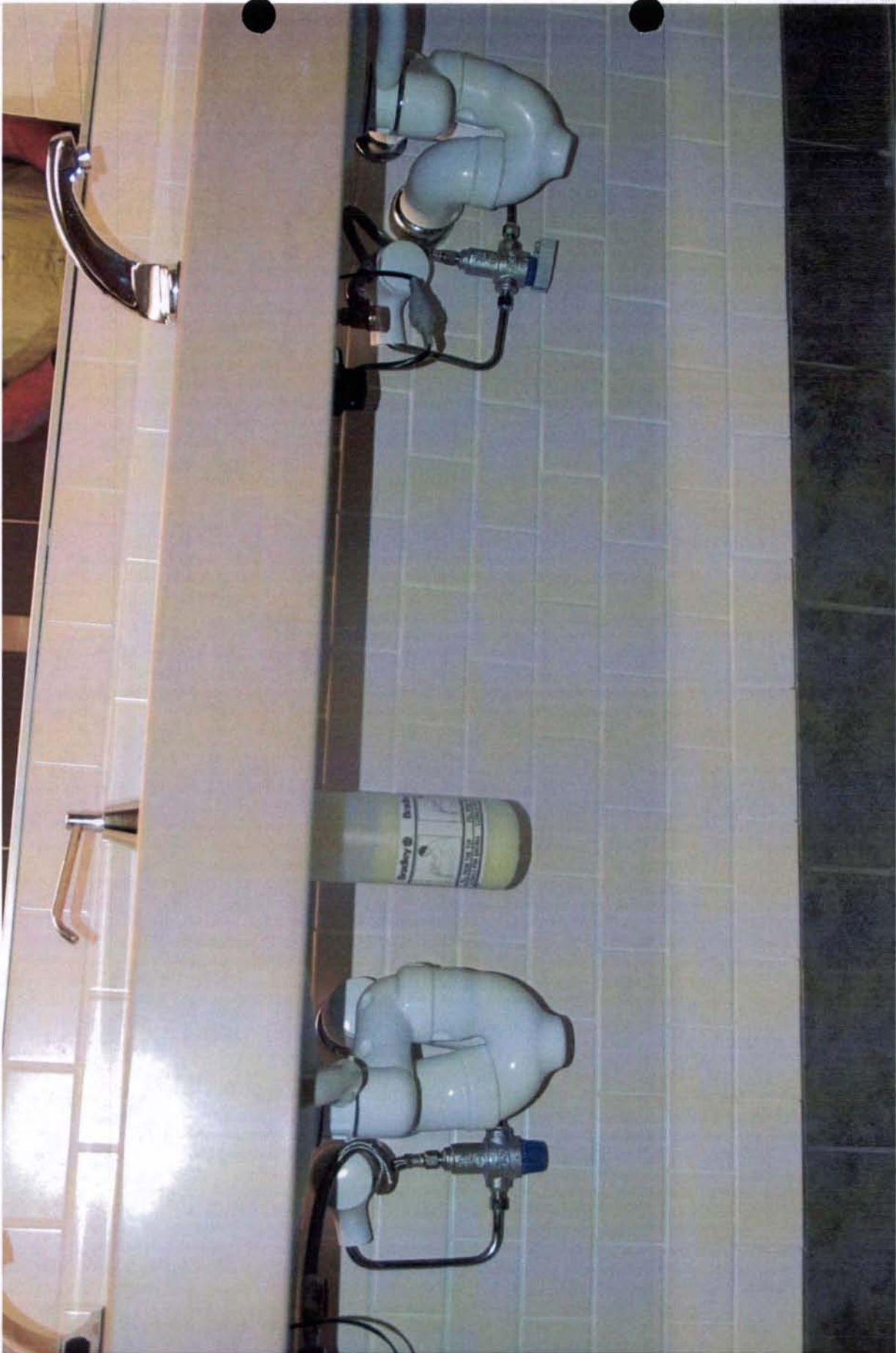
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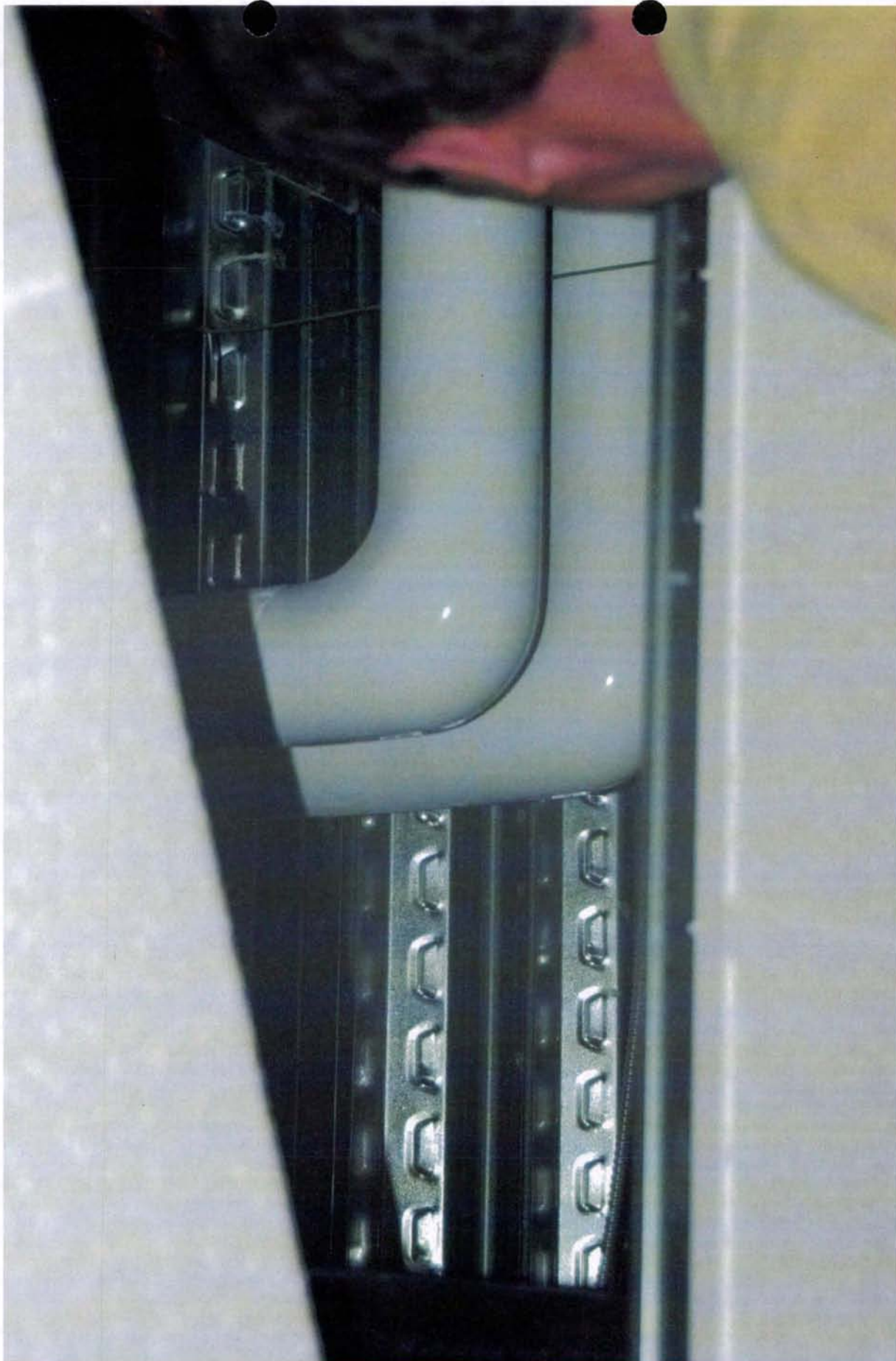
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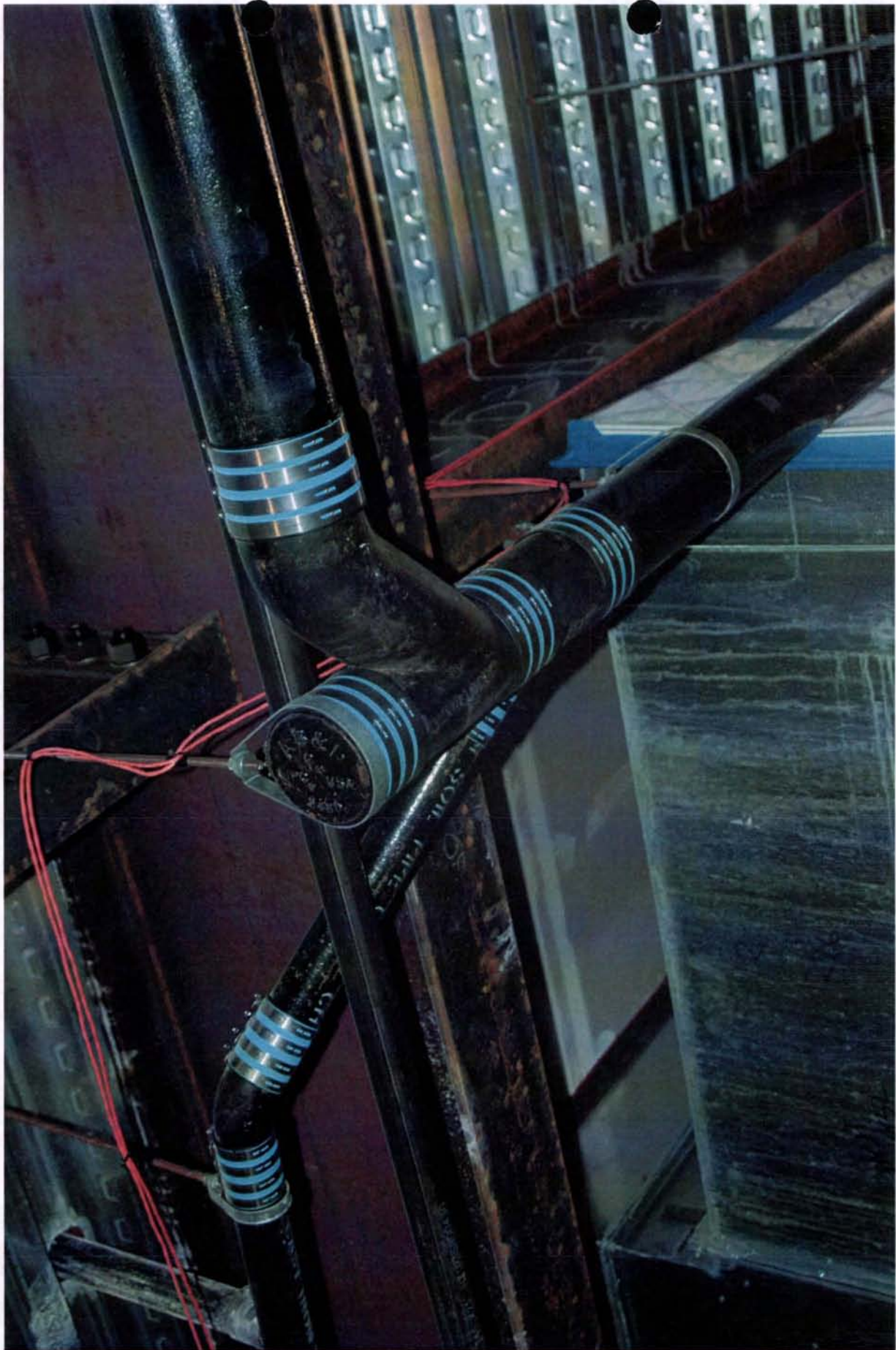
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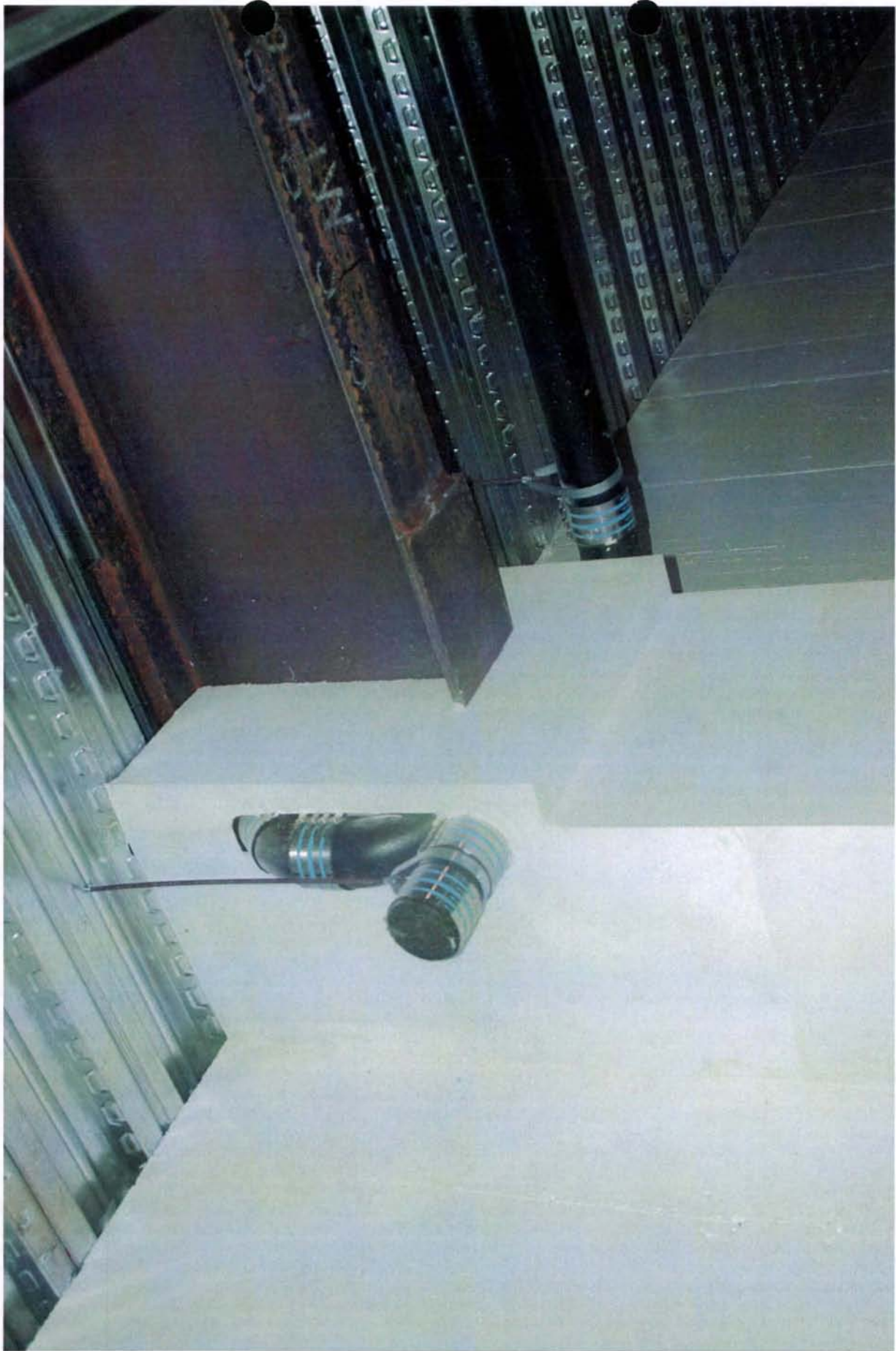
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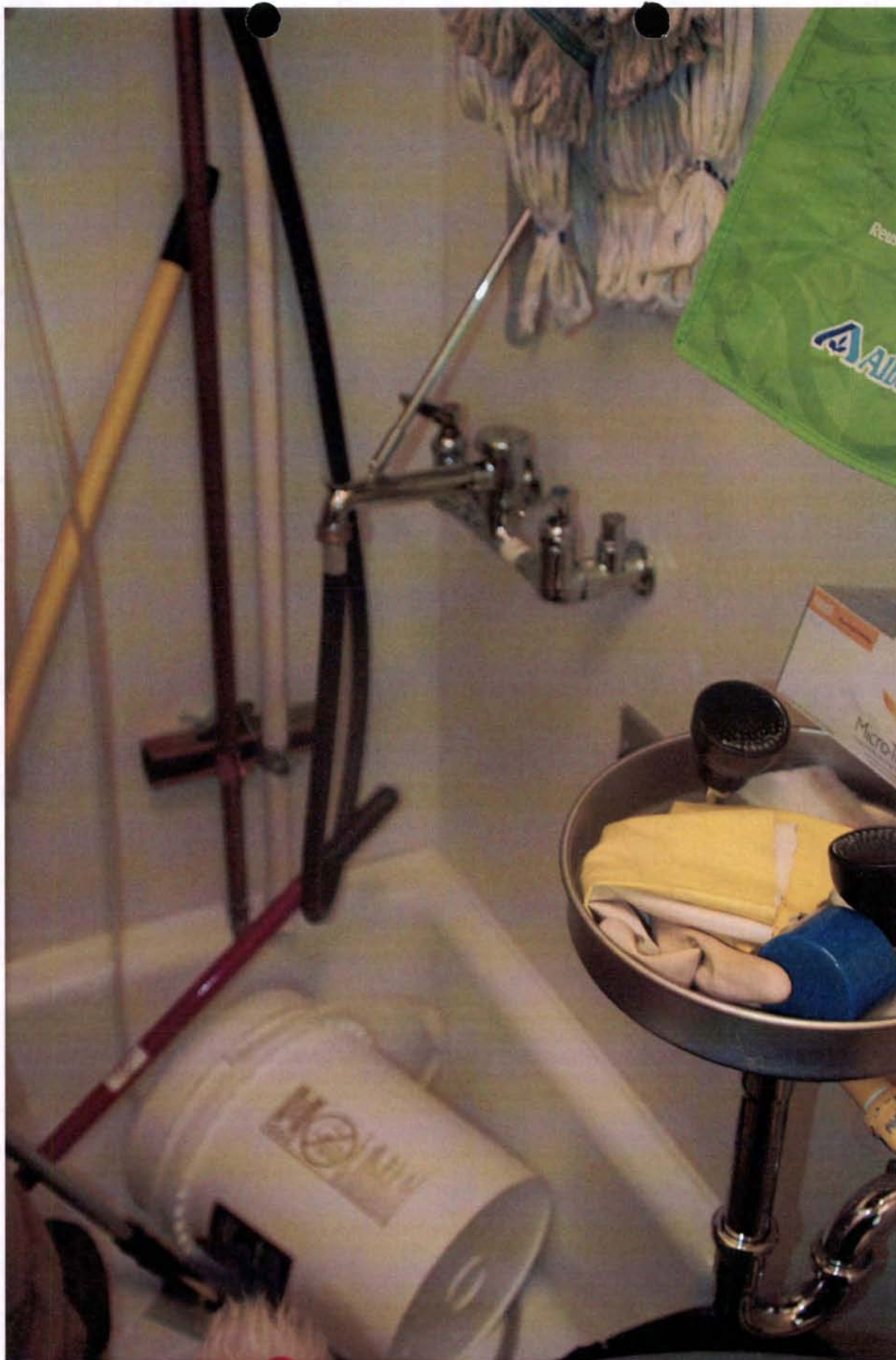
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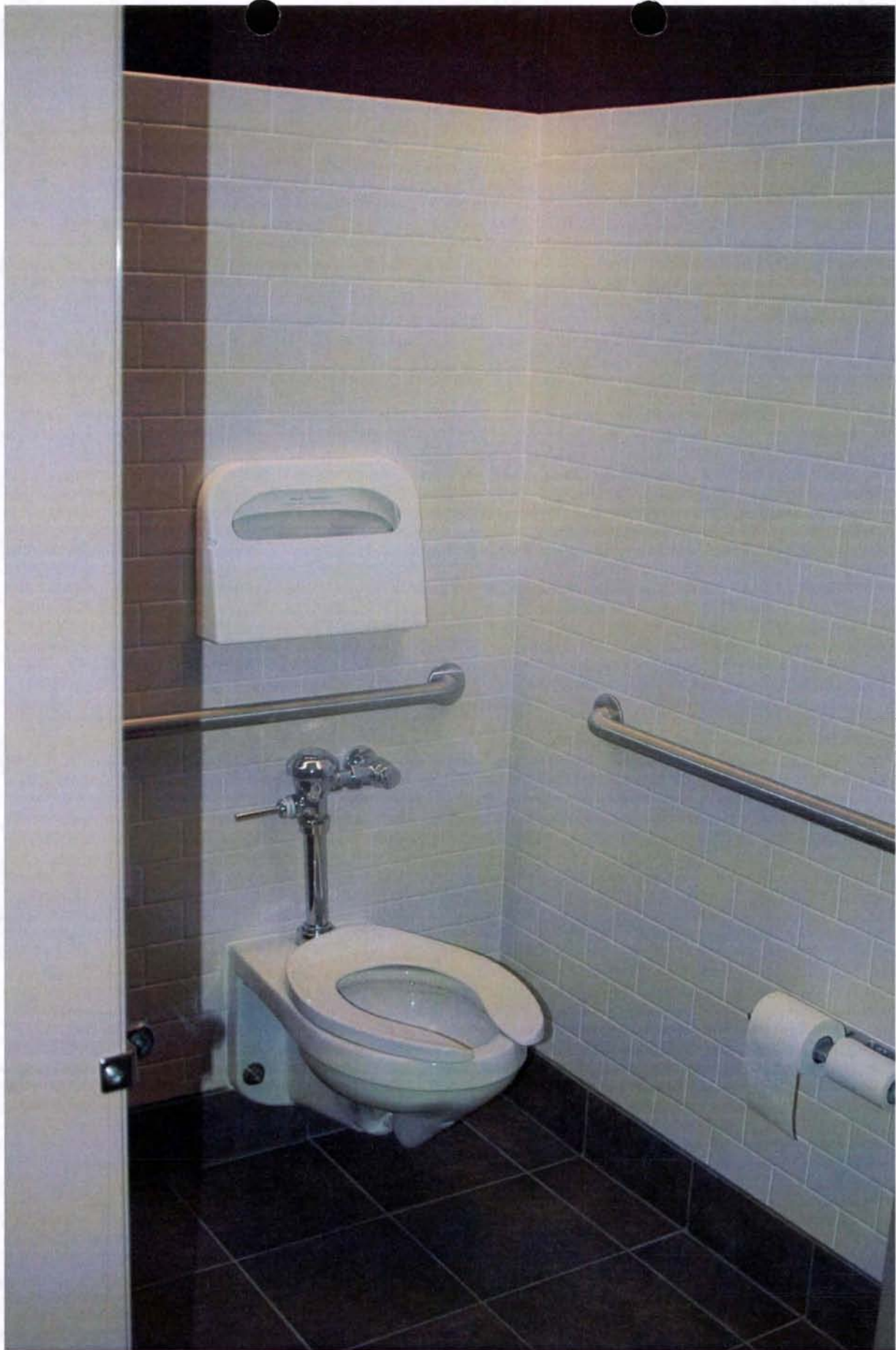
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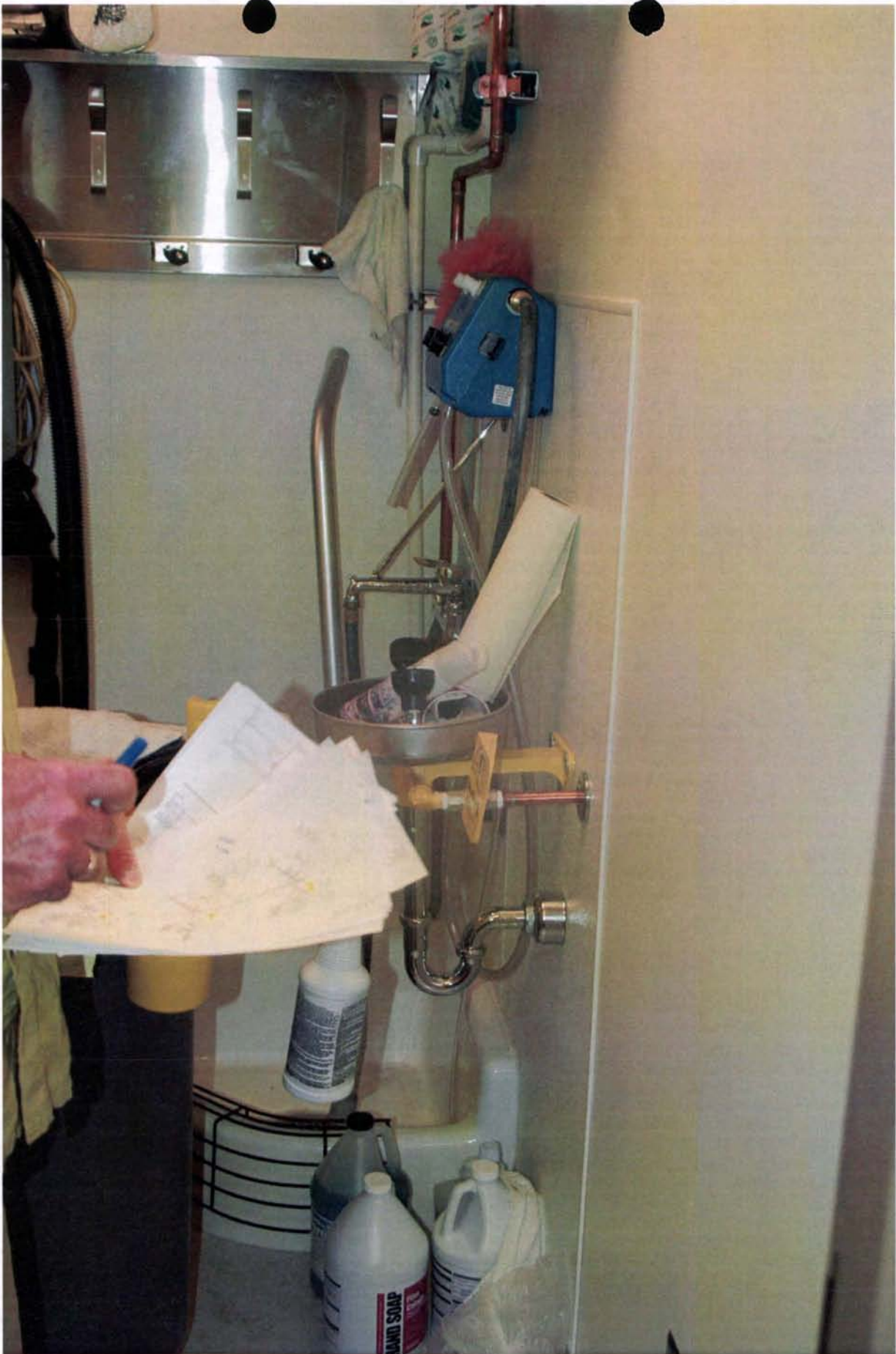
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