

## **Malheur County Development Corporation**

### **Board Meeting Minutes**

Tuesday, May 24, 2022

10:00 am (Mountain Time)

Meeting held at the Waldo Conference Center

218 Main St., Nyssa, OR 97913

*Meeting documents are attached*

*Meeting recording can be found at the following [link](#)*

#### **Members Present:**

- Grant Kitamura, Board President
- Greg Smith
- Jason Pearson
- Kay Riley
- Corey Maag

#### **Regular Board Meeting Call to Order and Acceptance of Minutes:**

Board President Grant Kitamura called the meeting to order at 10:13am.

Kitamura asked Brad Baird to discuss the change orders two and three.

- Baird noted that the two change orders follow applications for payment four and five, as the board had opted to vote on change orders for every application for payment.
- Change order number two corresponds to extra work reflected in payment number four, and subsequently change order number three corresponds to extra work reflected in payment number five.
- Application for payment number four covers work for the first the half of April, which totaled \$844,785.05 after retainage is held out.
- Application for payment number four brings the total contract amount up to 6.1 million.
- Application for payment number five covers the second half of April and totals \$807,521.50 (after retainage).
- The two change orders and pay requests will catch up the contractor through the month of April.
- Additional breakout material was sent in the morning that shows the summary of costs associated with the change orders.

Kitamura asked if we are about \$1.8 million over budget at this time?

- Baird responded that the \$1.8 million figure is about correct at this time.

Smith asked for confirmation regarding the change orders, and whether or not they reflect work already completed.

- Baird confirmed that is correct.

Maag asked about material costs, and whether Anderson Perry has investigated cheaper options.

- Baird responded that \$20 a ton for the 4" minus delivered to the site is a reasonable cost. Anderson Perry has forwarded every option of material sources to the onsite contractor and asked them to investigate. Two or three didn't meet spec, and a couple of them did not have mineral rights to sell the material.

Maag asked if the pit directly south of the site could supply the 4" minus.

- Baird responded that the material in that pit would not be sufficient to output the 4" minus, although it does have enough rock to crush it and make sub ballast.

Maag asked if any sub ballast has been made yet?

- Baird was unsure but knows that they should be starting this process if they have not already.

Riley asked about the rail bed, and if the spurs will be at the same height as the mainline.

- Baird responded that there will be about a foot of sub ballast with the geogrid, then Railworks will put in the actual ballast, which is about 1-1.5 feet high. Once the ballast is one, the rail will go on top. Our rail lines will not be the exact same height as the mainline, rather a bit lower.

Kitamura asked if Railworks is distinct from the contract one contractor.

- Baird confirmed that they are, and that Railworks is only doing work on the rail lines.

Kitamura followed up by asking if the rail work is normally on par with the contracted amount.

- Baird said that a lot of the rail is fixed quantities, so additional cost is not anticipated. One possible cost increase would be diesel costs because of the drastic price changes.

Maag asked if UP has been out lately to inspect the site.

- Baird responded that he is unsure but knows that they come out regularly.

Smith requested that Baird reach out to UP to have a member of their team attend a board meeting.

- Baird confirmed that he will reach out to their team.

Kitamura noted that he would welcome any comment from the UP team prior to their attendance at a meeting.

Smith also requested that Baird reach out to the Americold design team to determine their interest in participating in an MCDC meeting. Specifically, the board would like to discuss with them how the facility needs to function.

Maag asked if Baird had anything to share regarding financial commitment from Americold.

- Baird responded that they were not ready to make a commitment at the time but were going to consider it.

Baird moved on to discuss the building contract, and whether MCDC should award the bid that has been received.

- Smith added that trying to build during this extraordinary inflation is not logical.
- Kitamura added that he doesn't believe the board has a problem with additional delays.
- Riley added that it's clear we're trying to get this done and paid for, but in the private sector, when you have 90% of a project paid for already, you would go and borrow the money to complete the project. That borrowed money could then be paid back by freight rates.
- Smith continued by noting that he has held back on the debt conversation. He mentioned that Business Oregon has tools available, and we could use the investment we already have as collateral for a loan.
- Riley noted that he is not advocating for debt, but it is an option.
- Maag mentioned that he would much prefer the building to be done correctly, and not held off if possible. Graveling the roads and the parking lots will still maintain functionality, but we need a building that is done right, and serves the needs of shippers.

Kitamura then brought the meeting back to the topic on hand, asking for any questions from the board regarding the change orders or payment applications.

- Maag asked Smith if prior payments have been reimbursed yet.
  - Smith confirmed that they had.
- Maag followed up by asking what the timeline was on those reimbursements.
  - Smith responded that two to three weeks is typical, but it can vary.
- Kitamura asked if it is possible to have ODOT pay the bills directly.
  - Smith answered by stating that the grant funds require MCDC to pay, then request reimbursement.
- Kitamura asked if it is possible to raise MCDC's line of credit.
  - Smith responded that it is possible, although backlash may be faced from the media.

Kitamura then asked for any additional questions regarding the change orders or payment applications.

- Maag asked about contract two's payment request number one, and what it included.
  - Baird responded that it is for the materials that are already on site, as well as their upfront mobilization costs.
- Smith noted that conversations are occurring with ODOT prior to payments of invoices to ensure that the documents will be adequate for reimbursement.

Kay Riley made a motion to approve change orders two and three, corresponding with applications for payment four and five, all for contract one. Pearson seconded. The motion passed unanimously.

Corey Maag made a motion to approve application for payment number one from Railworks. Pearson seconded. The motion passed unanimously.

Kitamura asked for any further discussion before the board.

Discussions were had regarding Americold, a recent trip made to the county by them, and plans for future visits.

Leslie Thompson with the Argus Observer asked for clarification from Baird regarding Americold's hesitancy to make a commitment.

- Baird responded that the hesitation is on paying for extras in the building.

Riley asked about protocol for visiting the site.

- Baird responded that it is best to check in at the construction trailer.
- Smith added that safety vests are available at the MCDC/MCED office.

Baird referenced a service request from Idaho Power that will need to be acted upon. The request is approximately \$97,000, needed to get power extended into the facility. There is a reimbursement clause that allows for up to 80% to be paid back from future tenants that utilize the infrastructure.

Maag asked a question regarding the additional property near the TVRC site, and who's responsibility it is.

- Smith responded that it is the county's responsibility.

Maag asked for an update on where the county is at in regards to valuation and readiness to sale.

- Smith responded that there is an appraisal that is dated, and in his opinion the value is low compared to current market conditions.
- Smith added that the MCDC board will come into the conversation when tenants want to utilize rail infrastructure.

With no further discussion, Grant Kitamura adjourned the meeting at 11:06 am.

Respectfully Submitted,  
Greg Smith, Officer to the Board

**CHANGE ORDER**Change Order No.: 2

Date of Issuance: **April 27, 2022**  
Owner: **Malheur County Development Corporation**  
Contractor: **Steve Lindley Contracting, Inc.**  
Engineer: **Anderson Perry & Associates, Inc.**  
Project: **Treasure Valley Reload Center - 2021 - Contract 1 - Earthwork and Culverts**

The Contract is modified as follows upon execution of this Change Order:

Description of Changes (Supplemental description, Plans and Specifications attached, as applicable)		DECREASE in Contract Price	INCREASE in Contract Price
2.1	Earthwork and aggregate installation (time and materials, week 9 through week 10, April 2, 2022, through April 16, 2022)		\$889,247.43
Subtotal		\$0.00	\$889,247.43
Net Change in Contract Price for this Change Order		\$889,247.43	

**JUSTIFICATION:**

See Change Order No. 1 narrative for changes to the scope of work, methods, and procedures used for documenting time and material work.

The amount of the Contract will be (~~Decreased~~) **Increased** (~~Unchanged~~) for this Change Order  
by the sum of:

\$889,247.43

Total Contract Price prior to this Change Order:

\$5,259,278.49

The Contract Price incorporating this Change Order:

\$6,148,525.92

Contract Times prior to this Change Order:

Date of Substantial Completion:

September 28, 2022

Date Ready for Final Payment:

October 28, 2022

The Contract period provided for Substantial Completion will be (~~Increased~~) (~~Decreased~~) **Unchanged**.

0 days

Revised Date of Substantial Completion:

Revised Date Ready for Final Payment:

---

RECOMMENDED:

By: \_\_\_\_\_  
Engineer (if required)

Title: \_\_\_\_\_

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

ACCEPTED:

By: \_\_\_\_\_  
Owner (Authorized Signature)

Title: \_\_\_\_\_

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

ACCEPTED:

By:  \_\_\_\_\_  
Contractor (Authorized Signature)

Title: Project Manager

Date: 4/26/22

**CONTRACTOR'S APPLICATION FOR PAYMENT NO. 4**

To Owner: Malheur County Development Corporation

From Contractor: Steve Lindley Contracting, Inc.

Project: Treasure Valley Reload Center - 2021 - Contract 1 - Earthwork and Culverts

Application Period: April 2, 2022 through April 16, 2022

Application Date: April 27, 2022

<b>Date of Substantial Completion</b>	<b>Date Ready for Final Payment</b>
Original: <u>May 31, 2022</u>	Original: <u>June 30, 2022</u>
Revised: <u>September 28, 2022</u>	Revised: <u>October 28, 2022</u>
On Schedule: <u>Yes XX</u> No	On Schedule: <u>Yes XX</u> No

Change Order Summary		
Approved Change Orders		
Number	Additions	Deductions
1	\$63,639.74	
2	\$889,247.43	
TOTALS	\$952,887.17	\$0.00
NET CHANGE BY CHANGE ORDERS	\$952,887.17	

**Current Contract Price**

1. Original Contract Price	\$	5,195,638.75
2. Net Change by Change Orders	\$	952,887.17
3. Current Contract Price (1 plus 2)	\$	6,148,525.92

**Application For Payment**

1. Total Work Completed and Stored to Date (see attached)	\$	5,342,293.63
2. Retainage Withheld (5%)	\$	(267,114.68)
3. Retainage Paid		
4. Liquidated Damages Withheld		
5. Less Previous Applications for Payments	\$	(4,230,393.89)
<b>6. AMOUNT DUE THIS APPLICATION</b>	<b>\$</b>	<b>844,785.05</b>

Contractor's Certification:

The undersigned Contractor certifies that (1) all previous progress payments received from Owner on account of Work done under the Contract referred to above have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials, and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Lien, security interest, or encumbrance); (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective; (4) Record Drawings and required job photos are up-to-date, accurate, and complete for Work performed; and (5) certified payroll forms are current and account for all applicable personnel.

Dated: 4/26/22

Contractor: **Steve Lindley Contracting, Inc.**

By: 

The "Amount Due this Application" is shown on page 1.

Recommended by Engineer

**Anderson Perry & Associates, Inc.**

Dated: \_\_\_\_\_

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

Approved by Owner

**Malheur County Development Corporation**

Dated: \_\_\_\_\_

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

Title: \_\_\_\_\_



**CONTRACTOR'S APPLICATION FOR PAYMENT NO. 4**  
**MALHEUR COUNTY DEVELOPMENT CORPORATION**  
**TREASURE VALLEY RELOAD CENTER - 2021 - CONTRACT 1 - EARTHWORK AND CULVERTS**

Page 3 of 4

Bid Item No.	Description	BID PRICES			PREVIOUS		THIS PERIOD (Calculated)		TOTAL TO DATE (Basis of Payment)	
		Qty.	Unit	Unit Price	Qty.	Amount	Qty.	Amount	Qty.	Amount
1	Mobilization/Demobilization (not to exceed 5% of Total Base Bid Price)	1	L.S.	\$245,000.00	75%	\$183,750.00	0%	\$0.00	75%	\$183,750.00
2	Temporary Protection and Direction of Traffic/Project Safety	1	L.S.	\$100,000.00	75%	\$75,000.00	0%	\$0.00	75%	\$75,000.00
3	Erosion and Sediment Control	1	L.S.	\$100,000.00	50%	\$50,000.00	0%	\$0.00	50%	\$50,000.00
4	Clearing and Grubbing	1	L.S.	\$87,975.00	100%	\$87,975.00	0%	\$0.00	100%	\$87,975.00
5	Building Demolition	1	L.S.	\$74,075.00	90%	\$66,667.50	0%	\$0.00	90%	\$66,667.50
6	Earthwork	1	L.S.	\$710,000.00	0%	\$0.00	0%	\$0.00	0%	\$0.00
7	18-inch Corrugated Metal Pipe (CMP) Culvert (Road)	305	L.F.	\$72.50	0	\$0.00	0	\$0.00	0	\$0.00
8	24-inch CMP Culvert (Road)	24	L.F.	\$200.00	0	\$0.00	0	\$0.00	0	\$0.00
9	36-inch CMP Culvert (Road)	150	L.F.	\$122.75	0	\$0.00	0	\$0.00	0	\$0.00
10	48-inch CMP Culvert (Road)	150	L.F.	\$152.25	0	\$0.00	0	\$0.00	0	\$0.00
11	24-inch Corrugated Steel Pipe (CSP) Culvert (Rail)	264	L.F.	\$88.75	0	\$0.00	0	\$0.00	0	\$0.00
12	36-inch CSP Culvert (Rail)	134	L.F.	\$128.75	0	\$0.00	0	\$0.00	0	\$0.00
13	48-inch CSP Culvert (Rail)	137	L.F.	\$156.25	0	\$0.00	0	\$0.00	0	\$0.00
14	Concrete Irrigation Channel	1,525	L.F.	\$178.50	0	\$0.00	0	\$0.00	0	\$0.00
15	Earthen Irrigation Channel	1,450	L.F.	\$13.50	0	\$0.00	0	\$0.00	0	\$0.00
16	Wetland Control Assembly	1	L.S.	\$61,275.00	0%	\$0.00	0%	\$0.00	0%	\$0.00
17	Siphon Assembly	3	Each	\$30,825.00	0	\$0.00	0	\$0.00	0	\$0.00
18	Concrete Channel Headwall	6	Each	\$1,050.00	0	\$0.00	0	\$0.00	0	\$0.00
19	Base Rock	1,250	Ton	\$20.50	0	\$0.00	0	\$0.00	0	\$0.00
20	Railroad Subballast	84,500	Ton	\$18.50	0	\$0.00	0	\$0.00	0	\$0.00
21	Loose Riprap, Class 50	9,700	Ton	\$43.75	4,972.28	\$217,537.25	0.00	\$0.00	4,972.28	\$217,537.25
22	Loose Riprap, Class 700	29,500	Ton	\$43.50	19,021.87	\$827,451.35	0.00	\$0.00	19,021.87	\$827,451.35
<b>Total Bid Items</b>									<b>\$1,508,381.10</b>	

**CONTRACTOR'S APPLICATION FOR PAYMENT NO. 4**  
**MALHEUR COUNTY DEVELOPMENT CORPORATION**  
**TREASURE VALLEY RELOAD CENTER - 2021 - CONTRACT 1 - EARTHWORK AND CULVERTS**

Page 4 of 4

Change Orders:	PREVIOUS		THIS PERIOD		TOTAL TO DATE	
	Qty.	Amount	Qty.	Amount	Qty.	Amount
1.5 Class 700 riprap delivered (35,621.66 tons at \$26.75 per ton)	100%	\$952,879.41	0%	\$0.00	100%	\$952,879.41
1.6 Class 700 riprap installed (5,530.04 tons at \$18.00 per ton)	100%	\$99,540.72	0%	\$0.00	100%	\$99,540.72
1.7 4-inch pit run delivered (11,783.95 ton at \$28.79 per ton)	100%	\$339,259.92	0%	\$0.00	100%	\$339,259.92
1.8 4-inch pit run installed (1,251.13 ton at \$18.75 per ton)	100%	\$23,458.69	0%	\$0.00	100%	\$23,458.69
1.9 Gem Avenue closure barricade	100%	\$9,850.00	0%	\$0.00	100%	\$9,850.00
1.10 Earthwork and aggregate installation (lump sum total \$1,432,537.41, February 7, 2022, through April 1, 2022)	100%	\$1,432,537.41	0%	\$0.00	100%	\$1,432,537.41
2.1 Earthwork and aggregate installation (lump sum total \$889,247.43, April 2, 2022, through April 16, 2022)	0%	\$0.00	100%	\$889,247.43	100%	\$889,247.43
<b>Total All Change Orders</b>		<b>\$ 2857526.15</b>		<b>\$ 889,247.43</b>		<b>\$ 3,746,773.58</b>
<b>Materials Stored to Date:</b>						
Siphon Assembly Materials (See attached invoice)	61%	\$56,719.68	0%	\$0.00	61%	\$56,719.68
H.D. Fowler Invoices I5997032 and I5997279	53%	\$30,419.27	0%	\$0.00	53%	\$30,419.27
Bid item quantity reduced via Change Order No. 1						
Bid item deleted from Contract via Change Order No. 1						
<b>Total Materials Stored to Date</b>						<b>\$ 87,138.95</b>
<b>TOTAL WORK COMPLETED AND MATERIALS STORED TO DATE</b>						<b>\$ 5,342,293.63</b>
<b>Percent of Contract Price Completed to Date 85.47%</b>						

# CHANGE ORDER

Change Order No.: 3

Date of Issuance: **May 12, 2022**  
 Owner: **Malheur County Development Corporation**  
 Contractor: **Steve Lindley Contracting, Inc.**  
 Engineer: **Anderson Perry & Associates, Inc.**  
 Project: **Treasure Valley Reload Center - 2021 - Contract 1 - Earthwork and Culverts**

The Contract is modified as follows upon execution of this Change Order:

Description of Changes (Supplemental description, Plans and Specifications attached, as applicable)		DECREASE in Contract Price	INCREASE in Contract Price
3.1	Earthwork and aggregate installation (time and materials, week 11 through week 12, April 17, 2022, through April 30, 2022)		\$850,022.63
Subtotal		\$0.00	\$850,022.63
Net Change in Contract Price for this Change Order		\$850,022.63	

## JUSTIFICATION:

See Change Order No. 1 narrative for changes to the scope of work, methods, and procedures used for documenting time and material work.

The amount of the Contract will be (~~Decreased~~) **Increased** (~~Unchanged~~) for this Change Order by the sum of:

\$850,022.63

Total Contract Price prior to this Change Order:

\$6,148,525.92

The Contract Price incorporating this Change Order:

\$6,998,548.55

Contract Times prior to this Change Order:

Date of Substantial Completion:

September 28, 2022

Date Ready for Final Payment:

October 28, 2022


The Contract period provided for Substantial Completion will be (~~Increased~~) (~~Decreased~~) **Unchanged**.

0 days

Revised Date of Substantial Completion:

Revised Date Ready for Final Payment:

RECOMMENDED:

By:   
Engineer (if required)

Title: PROJ. ENGR

Date: 5-13-22

ACCEPTED:

By: \_\_\_\_\_  
Owner (Authorized Signature)

Title: \_\_\_\_\_

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

ACCEPTED:

By:   
Contractor (Authorized Signature)

Title: President

Date: 5/13/22

**CONTRACTOR'S APPLICATION FOR PAYMENT NO. 5**

To Owner: Malheur County Development Corporation

From Contractor: Steve Lindley Contracting, Inc.

Project: Treasure Valley Reload Center - 2021 - Contract 1 - Earthwork and Culverts

Application Period: April 17, 2022 through April 30, 2022

Application Date: May 12, 2022

<b>Date of Substantial Completion</b>	<b>Date Ready for Final Payment</b>
Original: <u>May 31, 2022</u>	Original: <u>June 30, 2022</u>
Revised: <u>September 28, 2022</u>	Revised: <u>October 28, 2022</u>
On Schedule: <u>Yes XX</u> No	On Schedule: <u>Yes XX</u> No

Change Order Summary		
Approved Change Orders		
Number	Additions	Deductions
1	\$63,639.74	
2	\$889,247.43	
3	\$850,022.63	
TOTALS	\$1,802,909.80	\$0.00
NET CHANGE BY CHANGE ORDERS	\$1,802,909.80	

**Current Contract Price**

1. Original Contract Price	\$ 5,195,638.75
2. Net Change by Change Orders	\$ 1,802,909.80
3. Current Contract Price (1 plus 2)	\$ 6,998,548.55

**Application For Payment**

1. Total Work Completed and Stored to Date (see attached)	\$ 6,192,316.26
2. Retainage Withheld (5%)	\$ (309,615.81)
3. Retainage Paid	
4. Liquidated Damages Withheld	
5. Less Previous Applications for Payments	\$ (5,075,178.94)
<b>6. AMOUNT DUE THIS APPLICATION</b>	<b>\$ 807,521.50</b>

Contractor's Certification:

The undersigned Contractor certifies that (1) all previous progress payments received from Owner on account of Work done under the Contract referred to above have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials, and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Lien, security interest, or encumbrance); (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective; (4) Record Drawings and required job photos are up-to-date, accurate, and complete for Work performed; and (5) certified payroll forms are current and account for all applicable personnel.

Dated: 5/13/22

Contractor: **Steve Lindley Contracting, Inc.**

By: 

The "Amount Due this Application" is shown on page 1.

Recommended by Engineer

**Anderson Perry & Associates, Inc.**

Dated: 5-13-22

By: 

Approved by Owner

**Malheur County Development Corporation**

Dated: \_\_\_\_\_

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

Title: \_\_\_\_\_



**CONTRACTOR'S APPLICATION FOR PAYMENT NO. 5**  
**MALHEUR COUNTY DEVELOPMENT CORPORATION**  
**TREASURE VALLEY RELOAD CENTER - 2021 - CONTRACT 1 - EARTHWORK AND CULVERTS**

Page 3 of 4

Bid Item No.	Description	BID PRICES			PREVIOUS		THIS PERIOD (Calculated)		TOTAL TO DATE (Basis of Payment)	
		Qty.	Unit	Unit Price	Qty.	Amount	Qty.	Amount	Qty.	Amount
1	Mobilization/Demobilization (not to exceed 5% of Total Base Bid Price)	1	L.S.	\$245,000.00	75%	\$183,750.00	0%	\$0.00	75%	\$183,750.00
2	Temporary Protection and Direction of Traffic/Project Safety	1	L.S.	\$100,000.00	75%	\$75,000.00	0%	\$0.00	75%	\$75,000.00
3	Erosion and Sediment Control	1	L.S.	\$100,000.00	50%	\$50,000.00	0%	\$0.00	50%	\$50,000.00
4	Clearing and Grubbing	1	L.S.	\$87,975.00	100%	\$87,975.00	0%	\$0.00	100%	\$87,975.00
5	Building Demolition	1	L.S.	\$74,075.00	90%	\$66,667.50	0%	\$0.00	90%	\$66,667.50
6	Earthwork	1	L.S.	\$710,000.00	0%	\$0.00	0%	\$0.00	0%	\$0.00
7	18-inch Corrugated Metal Pipe (CMP) Culvert (Road)	305	L.F.	\$72.50	0	\$0.00	0	\$0.00	0	\$0.00
8	24-inch CMP Culvert (Road)	24	L.F.	\$200.00	0	\$0.00	0	\$0.00	0	\$0.00
9	36-inch CMP Culvert (Road)	150	L.F.	\$122.75	0	\$0.00	0	\$0.00	0	\$0.00
10	48-inch CMP Culvert (Road)	150	L.F.	\$152.25	0	\$0.00	0	\$0.00	0	\$0.00
11	24-inch Corrugated Steel Pipe (CSP) Culvert (Rail)	264	L.F.	\$88.75	0	\$0.00	0	\$0.00	0	\$0.00
12	36-inch CSP Culvert (Rail)	134	L.F.	\$128.75	0	\$0.00	0	\$0.00	0	\$0.00
13	48-inch CSP Culvert (Rail)	137	L.F.	\$156.25	0	\$0.00	0	\$0.00	0	\$0.00
14	Concrete Irrigation Channel	1,525	L.F.	\$178.50	0	\$0.00	0	\$0.00	0	\$0.00
15	Earthen Irrigation Channel	1,450	L.F.	\$13.50	0	\$0.00	0	\$0.00	0	\$0.00
16	Wetland Control Assembly	1	L.S.	\$61,275.00	0%	\$0.00	0%	\$0.00	0%	\$0.00
17	Siphon Assembly	3	Each	\$30,825.00	0	\$0.00	0	\$0.00	0	\$0.00
18	Concrete Channel Headwall	6	Each	\$1,050.00	0	\$0.00	0	\$0.00	0	\$0.00
19	Base Rock	1,250	Ton	\$20.50	0	\$0.00	0	\$0.00	0	\$0.00
20	Railroad Subballast	84,500	Ton	\$18.50	0	\$0.00	0	\$0.00	0	\$0.00
21	Loose Riprap, Class 50	9,700	Ton	\$43.75	4,972.28	\$217,537.25	0.00	\$0.00	4,972.28	\$217,537.25
22	Loose Riprap, Class 700	29,500	Ton	\$43.50	19,021.87	\$827,451.35	0.00	\$0.00	19,021.87	\$827,451.35
		<b>Total Bid Items</b>								
		<b>\$1,508,381.10</b>								

CONTRACTOR'S APPLICATION FOR PAYMENT NO. 5  
MALHEUR COUNTY DEVELOPMENT CORPORATION  
TREASURE VALLEY RELOAD CENTER - 2021 - CONTRACT 1 - EARTHWORK AND CULVERTS

Page 4 of 4

Change Orders:						
	PREVIOUS		THIS PERIOD		TOTAL TO DATE	
	Qty.	Amount	Qty.	Amount	Qty.	Amount
1.5 Class 700 riprap delivered (35,621.66 tons at \$26.75 per ton)	100%	\$952,879.41	0%	\$0.00	100%	\$952,879.41
1.6 Class 700 riprap installed (5,530.04 tons at \$18.00 per ton)	100%	\$99,540.72	0%	\$0.00	100%	\$99,540.72
1.7 4-inch pit run delivered (11,783.95 ton at \$28.79 per ton)	100%	\$339,259.92	0%	\$0.00	100%	\$339,259.92
1.8 4-inch pit run installed (1,251.13 ton at \$18.75 per ton)	100%	\$23,458.69	0%	\$0.00	100%	\$23,458.69
1.9 Gem Avenue closure barricade	100%	\$9,850.00	0%	\$0.00	100%	\$9,850.00
1.10 Earthwork and aggregate installation (lump sum total \$1,432,537.41, February 7, 2022, through April 1, 2022)	100%	\$1,432,537.41	0%	\$0.00	100%	\$1,432,537.41
2.1 Earthwork and aggregate installation (lump sum total \$889,247.43, April 2, 2022, through April 16, 2022)	100%	\$889,247.43	0%	\$0.00	100%	\$889,247.43
3.1 Earthwork and aggregate installation (lump sum total \$850,022.63, April 17, 2022, through April 30, 2022)	0%	\$0.00	100%	\$850,022.63	100%	\$850,022.63
Total All Change Orders		\$ 3,746,773.58	\$	850,022.63	\$	4,596,796.21
Materials Stored to Date:						
Siphon Assembly Materials (See attached invoice)	61%	\$56,719.68	0%	\$0.00	61%	\$56,719.68
H.D. Fowler Invoices I5997032 and I5997279	53%	\$30,419.27	0%	\$0.00	53%	\$30,419.27
Bid item quantity reduced via Change Order No. 1						
Bid item deleted from Contract via Change Order No. 1						
			Total Materials Stored to Date		\$	87,138.95
			TOTAL WORK COMPLETED AND MATERIALS STORED TO DATE		\$	6,192,316.26
			Percent of Contract Price Completed to Date		87.23%	



Malheur County Development Corporation  
Treasure Valley Reload Facility  
Contract 1 - Earthwork and Culverts  
CCO #1 Time and Materials Weekly Summary

Project Total Thru Week 12 \$3,171,807.47

TVRC WEEK 1 (2/7/22)		WEEK 2 (2/14/22)	WEEK 3 (2/20/22)	WEEK 4 (2/28/22)
ITEM DESCRIPTION	COST			
MATERIALS	\$ -	\$ -	\$ 9,926.09	\$ -
LABOR	\$ 37,174.88	\$ 40,855.80	\$ 39,696.43	\$ 40,291.97
EQUIPMENT	\$ 57,169.91	\$ 68,028.37	\$ 95,939.61	\$ 69,096.89
SPECIALTY SERVICES	\$ -	\$ -	\$ -	\$ -
SUBCONTRACTORS	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$94,344.79</b>	<b>\$ 108,884.17</b>	<b>\$ 145,562.13</b>	<b>\$ 109,388.86</b>
<i>**Aggregate materials for weeks 1 thru 4 paid under separate bid items per CCO #1)</i>				
TVRC WEEK 5 (3/7/22)		WEEK 6(3/14/22)	WEEK 7 (3/20/22)	WEEK 8 (3/28/22)
ITEM DESCRIPTION	COST			
MATERIALS	\$7,963.23	\$ 66,831.83	\$ 147,464.48	\$ 173,220.16
LABOR	\$40,071.48	\$ 39,463.38	\$ 40,202.13	\$ 41,764.93
EQUIPMENT	\$95,234.85	\$ 102,355.41	\$ 99,564.22	\$ 106,802.92
SPECIALTY SERVICES	\$7,188.19	\$ -	\$ -	\$ 6,230.25
SUBCONTRACTORS	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$150,457.75</b>	<b>\$ 208,650.62</b>	<b>\$ 287,230.83</b>	<b>\$ 328,018.26</b>
<b>Project Total Weeks 1-8 (CCO #1/Pay App #3)</b>				<b>\$1,432,537.41</b>
TVRC WEEK 9 (4/3/22)		WEEK 10 (4/10/22)		
ITEM DESCRIPTION	COST			
MATERIALS	\$157,040.72	\$ 388,907.84		
LABOR	\$39,712.35	\$ 38,034.15		
EQUIPMENT	\$107,104.69	\$ 98,169.87		
SPECIALTY SERVICES	\$60,277.82	\$ -		
SUBCONTRACTORS	\$ -	\$ -		
<b>TOTAL</b>	<b>\$364,135.58</b>	<b>\$ 525,111.86</b>		
<b>Project Total Weeks 9-10 (CCO #2/Pay App #4)</b>				<b>\$889,247.43</b>
WEEK 11 (4/17/22)		WEEK 12 (4/24/22)		
ITEM DESCRIPTION	COST			
MATERIALS	\$ 296,423.52	\$ 277,604.12		
LABOR	\$ 39,427.71	\$ 40,689.94		
EQUIPMENT	\$ 70,458.22	\$ 118,444.45		
SPECIALTY SERVICES	\$ 2,521.35	\$ 4,453.31		
SUBCONTRACTORS	\$ -	\$ -		
<b>TOTAL</b>	<b>\$408,830.81</b>	<b>\$ 441,191.83</b>		
<b>Project Total Weeks 11-12 (CCO #3/Pay App #5)</b>				<b>\$ 850,022.63</b>

**Malheur County Development Corporation**  
**Treasure Valley Reload Facility**  
**Contract 1 - Earthwork and Culverts**  
**CCO #1 Time and Materials Weekly Summary**

<b>Project Total Thru Week 12</b>	<b>\$3,171,807.47</b>
-----------------------------------	-----------------------

TVRC WEEK 1 (2/7/22)		WEEK 2 (2/14/22)	WEEK 3 (2/20/22)	WEEK 4 (2/28/22)
ITEM DESCRIPTION	COST			
MATERIALS	\$ -	\$ -	\$ 9,926.09	\$ -
LABOR	\$ 37,174.88	\$ 40,855.80	\$ 39,696.43	\$ 40,291.97
EQUIPMENT	\$ 57,169.91	\$ 68,028.37	\$ 95,939.61	\$ 69,096.89
SPECIALTY SERVICES	\$ -	\$ -	\$ -	\$ -
SUBCONTRACTORS	\$ -	\$ -	\$ -	\$ -

<b>TOTAL</b>	<b>\$94,344.79</b>	<b>\$ 108,884.17</b>	<b>\$ 145,562.13</b>	<b>\$ 109,388.86</b>
--------------	--------------------	----------------------	----------------------	----------------------

**\*\*Aggregate materials for weeks 1 thru 4 paid under separate bid items per CCO #1)**

TVRC WEEK 5 (3/7/22)		WEEK 6(3/14/22)	WEEK 7 (3/20/22)	WEEK 8 (3/28/22)
ITEM DESCRIPTION	COST			
MATERIALS	\$7,963.23	\$ 66,831.83	\$ 147,464.48	\$ 173,220.16
LABOR	\$40,071.48	\$ 39,463.38	\$ 40,202.13	\$ 41,764.93
EQUIPMENT	\$95,234.85	\$ 102,355.41	\$ 99,564.22	\$ 106,802.92
SPECIALTY SERVICES	\$7,188.19	\$ -	\$ -	\$ 6,230.25
SUBCONTRACTORS	\$ -	\$ -	\$ -	\$ -

<b>TOTAL</b>	<b>\$150,457.75</b>	<b>\$ 208,650.62</b>	<b>\$ 287,230.83</b>	<b>\$ 328,018.26</b>
--------------	---------------------	----------------------	----------------------	----------------------

<b>Project Total Weeks 1-8 (CCO #1/Pay App #3)</b>	<b>\$1,432,537.41</b>
--	-----------------------

TVRC WEEK 9 (4/3/22)		WEEK 10 (4/10/22)
ITEM DESCRIPTION	COST	
MATERIALS	\$157,040.72	\$ 388,907.84
LABOR	\$39,712.35	\$ 38,034.15
EQUIPMENT	\$107,104.69	\$ 98,169.87
SPECIALTY SERVICES	\$60,277.82	\$ -
SUBCONTRACTORS	\$ -	\$ -

<b>TOTAL</b>	<b>\$364,135.58</b>	<b>\$ 525,111.86</b>
--------------	---------------------	----------------------

<b>Project Total Weeks 9-10 (CCO #2/Pay App #4)</b>	<b>\$889,247.43</b>
---	---------------------

WEEK 11 (4/17/22)		WEEK 12 (4/24/22)
ITEM DESCRIPTION	COST	
MATERIALS	\$ 296,423.52	\$ 277,604.12
LABOR	\$ 39,427.71	\$ 40,689.94
EQUIPMENT	\$ 70,458.22	\$ 118,444.45
SPECIALTY SERVICES	\$ 2,521.35	\$ 4,453.31
SUBCONTRACTORS	\$ -	\$ -

<b>TOTAL</b>	<b>\$408,830.81</b>	<b>\$ 441,191.83</b>
--------------	---------------------	----------------------

<b>Project Total Weeks 11-12 (CCO #3/Pay App #5)</b>	<b>\$ 850,022.63</b>
--	----------------------

**Malheur County Development Corporation**  
**Treasure Valley Reload Facility**  
**Contract 1 - Earthwork and Culverts**  
**Time and Materials Aggregate Materials Weekly Summary**

Thru		Qty (Ton)	Class 700 Rip-Rap				Source
			Price / Ton				
12/31/2021	Pay App #1	4,734.10	\$	43.50	Installed		Rhinehart BLM
1/31/2022	Pay App #2	14,287.77	\$	43.50	Installed		Rhinehart BLM
2/6/2022		5,324.51	\$	26.75	Delivered		Rhinehart BLM
2/7/2022	1	7,261.39	\$	26.75	Delivered		Rhinehart BLM
2/14/2022	2	5,839.59	\$	26.75	Delivered		Rhinehart BLM
2/21/2022	3	9,032.01	\$	26.75	Delivered		Rhinehart BLM
2/28/2022	4	8,164.16	\$	26.75	Delivered		Rhinehart BLM
3/7/2022	5	179.11	\$	38.00	Delivered		Lacey - Cambridge
3/14/2022	6	1,503.19	\$	38.00	Delivered		Lacey - Cambridge
3/21/2022	7	3,316.79	\$	38.00	Delivered		Lacey - Cambridge
3/28/2022	8	3,896.09	\$	38.00	Delivered		Lacey - Cambridge
	Pay App #3						
4/4/2022	9	3,532.18	\$	38.00	Delivered		Lacey - Cambridge
4/11/2022	10	2,505.11	\$	38.00	Delivered		Lacey - Cambridge
	Pay App #4						
4/18/2022	11	3,226.78	\$	38.00	Delivered		Lacey - Cambridge
4/25/2022	12	4,327.06	\$	38.00	Delivered		Lacey - Cambridge
	Pay App #5						
<b>Total Thru Pay App #5</b>		<b>77,129.84</b>					
		<i>54,643.53</i>					<i>Rhinehart BLM</i>
		<i>22,486.31</i>					<i>Lacey - Cambridge</i>

**Malheur County Development Corporation**  
**Treasure Valley Reload Facility**  
**Contract 1 - Earthwork and Culverts**  
**Time and Materials Aggregate Materials Weekly Summary**

Thru		Qty (Ton)	PitRun / Structural Fill			
			Price / Ton	Source		
12/31/2021	Pay App #1	669.48	\$ 43.75	Installed	Rhinehart BLM	
1/31/2022	Pay App #2	4,302.80	\$ 43.75	Installed	Rhinehart BLM	
2/6/2022		2,135.08	\$ 28.79	Delivered	Rhinehart BLM	
2/7/2022	1	1,632.04	\$ 28.79	Delivered	Rhinehart BLM	
2/14/2022	2	2,610.69	\$ 28.79	Delivered	Rhinehart BLM	
2/21/2022	3	3,296.27	\$ 28.79	Delivered	Rhinehart BLM	
2/28/2022	4	2,109.87	\$ 28.79	Delivered	Rhinehart BLM	
3/7/2022	5	-				
3/14/2022	6	-				
3/21/2022	7	-				
3/28/2022	8	-				
	Pay App #3					
4/4/2022	9	-				
4/11/2022	10	3,291.30	\$ 20.00	Delivered	Hilltop	
	Pay App #4					
4/18/2022	11	6,536.79	\$ 20.00	Delivered	Hilltop	
4/25/2022	12	3,642.01	\$ 20.00	Delivered	Hilltop	
	Pay App #5					
<b>Total Thru Pay App #5</b>		<b>30,226.33</b>				
		<i>16,756.23</i>			<i>Rhinehart BLM</i>	
		<i>13,470.10</i>			<i>Hilltop</i>	

**CONTRACTOR'S APPLICATION FOR PAYMENT NO. 1**

To Owner: Malheur County Development Corporation

From Contractor: RailWorks Track Systems, Inc.

Project: Treasure Valley Reload Center - 2022 - Contract 2 - Ballast and Rail

Application Period: April 1, 2022 through April 30, 2022

Application Date: April 30, 2022

<b>Date of Substantial Completion</b>	<b>Date Ready for Final Payment</b>
Original: <u>June 30, 2022</u>	Original: <u>July 31, 2022</u>
Revised: _____	Revised: _____
On Schedule: <b>Yes XX</b> No	On Schedule: <b>Yes XX</b> No

Change Order Summary		
Approved Change Orders		
Number	Additions	Deductions
TOTALS	\$0.00	\$0.00
NET CHANGE BY CHANGE ORDERS	\$0.00	

**Current Contract Price**

1. Original Contract Price	\$5,038,144.00
2. Net Change by Change Orders	\$0.00
3. Current Contract Price (1 plus 2)	\$ 5,038,144.00

**Application For Payment**

1. Total Work Completed and Stored to Date (see attached)	\$ 855,049.42
2. Retainage Withheld (5%)	\$ (42,752.47)
3. Retainage Paid	
4. Liquidated Damages Withheld	
5. Less Previous Applications for Payments	
<b>6. AMOUNT DUE THIS APPLICATION</b>	<b>\$ 812,296.95</b>

Contractor's Certification:

The undersigned Contractor certifies that (1) all previous progress payments received from Owner on account of Work done under the Contract referred to above have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials, and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Lien, security interest, or encumbrance); (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective; (4) Record Drawings and required job photos are up-to-date, accurate, and complete for Work performed; and (5) certified payroll forms are current and account for all applicable personnel.

Dated: 5-3-2022

Contractor: **RailWorks Track Systems, Inc.**

By: Josh Austin - Josh Austin  
Area Manager

The "Amount Due this Application" is shown on page 1.

Recommended by Engineer

**Anderson Perry & Associates, Inc.**

Dated: 5-9-22

By: Brie Fedler

Approved by Owner

**Malheur County Development Corporation**

Dated: \_\_\_\_\_

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

Title: \_\_\_\_\_

Contractor's Certification:

The undersigned Contractor certifies that (1) all previous progress payments received from Owner on account of Work done under the Contract referred to above have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials, and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Lien, security interest, or encumbrance); (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective; (4) Record Drawings and required job photos are up-to-date, accurate, and complete for Work performed; and (5) certified payroll forms are current and account for all applicable personnel.

Dated: \_\_\_\_\_

Contractor: **RailWorks Track Systems, Inc.**

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

The "Amount Due this Application" is shown on page 1.

Recommended by Engineer

**Anderson Perry & Associates, Inc.**

Dated: \_\_\_\_\_

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

Approved by Owner

**Malheur County Development Corporation**

Dated: \_\_\_\_\_

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

Title: \_\_\_\_\_

CONTRACTOR'S APPLICATION FOR PAYMENT NO. 1										
MALHEUR COUNTY DEVELOPMENT CORPORATION										
TREASURE VALLEY RELOAD CENTER - 2022 - CONTRACT 2 - BALLAST AND RAIL										
Page 3 of 4										
Bid Item No.	Description	BID PRICES			PREVIOUS		THIS PERIOD (Calculated)		TOTAL TO DATE (Basis of Payment)	
		Qty.	Unit	Unit Price	Qty.	Amount	Qty.	Amount	Qty.	Amount
1	Mobilization/Demobilization (not to exceed 5% of Total Base Bid Price)	1	L.S.	\$200,000	0%	\$0.00	18%	\$36,000.00	18%	\$36,000.00
2	Temporary Protection and Direction of Traffic/Project Safety	1	L.S.	\$25,000.00	0%	\$0.00	0%	\$0.00	0%	\$0.00
3	Erosion and Sediment Control	1	L.S.	\$10,000.00	0%	\$0.00	0%	\$0.00	0%	\$0.00
4	Furnish Track (136# CWR, Wood)	407	L.F.	\$202.00	0	\$0.00	0	\$0.00	0	\$0.00
5	Furnish No. 15 Power Turnout	2	EA	\$135,000.00	0	\$0.00	0	\$0.00	0	\$0.00
6	Furnish Type 2 Double Switch Point Power Derail	2	EA	\$32,000.00	0	\$0.00	0	\$0.00	0	\$0.00
7	Furnish Transition Rails (133#/136#, Wood)	4	PR	\$4,000.00	0	\$0.00	0	\$0.00	0	\$0.00
8	Furnish Walkway Ballast	1	L.S.	\$65,000.00	0%	\$0.00	0%	\$0.00	0%	\$0.00
9	Furnish Insulated Joints	4	PR	\$5,200.00	0	\$0.00	0	\$0.00	0	\$0.00
10	Furnish Track Panel (136# CWR, 10-foot Wood)	80	L.F.	\$435.00	0	\$0.00	0	\$0.00	0	\$0.00
11	Furnish Track Panel (136# CWR, 8.5-foot Wood)	80	L.F.	\$423.00	0	\$0.00	0	\$0.00	0	\$0.00
12	Haul and Dispose of Track and Crossing Material (Removed by Union Pacific Railroad)	1	L.S.	\$9,000.00	0%	\$0.00	0%	\$0.00	0%	\$0.00
13	Furnish and Install Track (112# Min, Wood)	16,208	L.F.	\$200.00	0	\$0.00	0	\$0.00	0	\$0.00
14	Furnish and Install Track (136# CWR, Wood, Insulated)	2,600	L.F.	\$244.00	0	\$0.00	0	\$0.00	0	\$0.00
15	Furnish and Install No. 9 Hand Throw Turnout (HTTO)	2	EA	\$72,700.00	0	\$0.00	0	\$0.00	0	\$0.00
16	Furnish and Install No. 9 HTTO (Insulated)	1	EA	\$77,015.00	0	\$0.00	0	\$0.00	0	\$0.00
17	Furnish and Install Insulated Joints	6	PR	\$1,600.00	0	\$0.00	0	\$0.00	0	\$0.00
18	Furnish and Install Compromise Joints	2	PR	\$2,270.00	0	\$0.00	0	\$0.00	0	\$0.00
19	Furnish and Install Earthen Bumper	1	EA	\$7,775.00	0	\$0.00	0	\$0.00	0	\$0.00
20	Furnish and Install Public Road Crossing	40	L.F.	\$520.00	0	\$0.00	0	\$0.00	0	\$0.00
21	Furnish and Install End of Track Maintenance Sign	2	EA	\$430.00	0	\$0.00	0	\$0.00	0	\$0.00
22	Furnish and Install Walkway Ballast	1	L.S.	\$65,500.00	0	\$0.00	0%	\$0.00	0%	\$0.00
Total Bid Items									\$36,000.00	\$36,000.00



**CONTRACTOR'S APPLICATION FOR PAYMENT NO. 1**  
**MALHEUR COUNTY DEVELOPMENT CORPORATION**  
**TREASURE VALLEY RELOAD CENTER - 2022 - CONTRACT 2 - BALLAST AND RAIL**

Page 4 of 4

Change Orders:	PREVIOUS		THIS PERIOD		TOTAL TO DATE	
	Qty.	Amount	Qty.	Amount	Qty.	Amount
Total All Change Orders						0.00
<b>Materials Stored to Date:</b>						
Invoice No. SI-00152298 - A&K Railroad Materials, Inc.	0%	\$0.00	100%	\$94,315.29	100%	\$94,315.29
Invoice No. SI-00152128 - A&K Railroad Materials, Inc.	0%	\$0.00	100%	\$92,939.61	100%	\$92,939.61
Invoice No. SI-00152427 - A&K Railroad Materials, Inc.	0%	\$0.00	100%	\$24,120.00	100%	\$24,120.00
Invoice No. SI-00152425 - A&K Railroad Materials, Inc.	0%	\$0.00	100%	\$21,628.80	100%	\$21,628.80
Invoice No. SI-00152429 - A&K Railroad Materials, Inc.	0%	\$0.00	100%	\$24,120.00	100%	\$24,120.00
Invoice No. SI-00152424 - A&K Railroad Materials, Inc.	0%	\$0.00	100%	\$26,400.00	100%	\$26,400.00
Invoice No. SI-00152055 - A&K Railroad Materials, Inc.	0%	\$0.00	100%	\$6,790.20	100%	\$6,790.20
Invoice No. SI-00152426 - A&K Railroad Materials, Inc.	0%	\$0.00	100%	\$14,282.00	100%	\$14,282.00
Invoice No. SI-00152681 - A&K Railroad Materials, Inc.	0%	\$0.00	100%	\$45,844.11	100%	\$45,844.11
Invoice No. SI-00152540 - A&K Railroad Materials, Inc.	0%	\$0.00	100%	\$16,200.60	100%	\$16,200.60
Invoice No. SI-00152541 - A&K Railroad Materials, Inc.	0%	\$0.00	100%	\$45,705.68	100%	\$45,705.68
Invoice No. 38471 - Omega Industries, Inc.	0%	\$0.00	100%	\$11,378.13	100%	\$11,378.13
Invoice No. 22-004 - Rocky Mountain Tie & Timber, Inc.	0%	\$0.00	100%	\$56,475.00	100%	\$56,475.00
Invoice No. 22-004 I-2 - Rocky Mountain Tie & Timber, Inc.	0%	\$0.00	100%	\$56,475.00	100%	\$56,475.00
Invoice No. 22-004 I-3 - Rocky Mountain Tie & Timber, Inc.	0%	\$0.00	100%	\$56,475.00	100%	\$56,475.00
Invoice No. 22-004 I-4 - Rocky Mountain Tie & Timber, Inc.	0%	\$0.00	100%	\$56,475.00	100%	\$56,475.00
Invoice No. 22-004 I-5 - Rocky Mountain Tie & Timber, Inc.	0%	\$0.00	100%	\$56,475.00	100%	\$56,475.00
Invoice No. 22-004 I-6 - Rocky Mountain Tie & Timber, Inc.	0%	\$0.00	100%	\$56,475.00	100%	\$56,475.00
Invoice No. 22-004 2 - Rocky Mountain Tie & Timber, Inc.	0%	\$0.00	100%	\$56,475.00	100%	\$56,475.00
Total Materials Stored to Date					\$	819,049.42
TOTAL WORK COMPLETED AND MATERIALS STORED TO DATE					\$	855,049.42
Percent of Contract Price Completed to Date						0.71%



## Uniondale-Alliant Ins Svc Inc

Alliant Insurance Services - RFF Assoc.

PO Box 21730

New York, NY 10087-4730

Phone: (516) 414-8900

RailWorks Track Systems, Inc.

Attn: SystemsAPInquiry@railworks.com

83 Central Ave

Farmingdale, NY 11735

*Railworks Bond  
Invoice*

Invoice #	1846883	Page	1 of 1
Account Number	RAILCOR-01	Date	1/3/2022
BALANCE DUE ON	2/11/2022		
AMOUNT PAID		Amount Due	\$33,756.00

Pay your Invoice via ACH  
using AlliantPay:

<https://billpay.alliant.com>

Insured Payment Information Only

## SURETY

Surety Co.	Policy Number(s)	Bond Type	Policy Term	Transaction Description	Amount
Travelers (Domestic)	107533139	Contract Bond	1/12/2022 - 5/12/2022	Contract Bond Premium	\$33,756.00

### Obligee, Bond Amount, Description:

Malheur County Development Corporation \$5,038,144.00 Malheur County Development Corporation - Treasure Valley Reload Center - 2022 - Contract 2 - Ballast and Rail

Total Invoice Balance: **\$33,756.00**

PLEASE MAIL A COPY OF THIS INVOICE WITH PAYMENT

### REMITTANCE ADDRESS

Alliant Insurance Services - RFF Assoc.

PO Box 21730

New York, NY 10087-4730

### OVERNIGHT/COURIER ADDRESS

JPMorgan Chase - Lockbox Processing

Attn: Alliant Insurance Services - RFF Assoc. 21730

4 Chase Metrotech Center

7th Floor East

Brooklyn, NY 11245

E-mail remittances to [AccountsReceivable@alliant.com](mailto:AccountsReceivable@alliant.com).

Pay your Invoice via ACH using AlliantPay <https://billpay.alliant.com>

*Under Bid Item NO. 1  
For Mob / Demob*

IMPORTANT NOTICE: The Nonadmitted & Reinsurance reform act (NRRA) went into effect July 21, 2011. Accordingly, surplus lines tax rates and regulations are subject to change which could result in an increase or decrease of the total surplus lines taxes and/or fees owed on this placement. If a change is required, we will promptly notify you. Any additional taxes and/or fees owed must be promptly remitted to Alliant Insurance Services, Inc.

IMPORTANT NOTICE: The Foreign Account Tax Compliance Act (FATCA) requires the notification of certain financial accounts to the United States Internal Revenue Service. Alliant does not provide tax advice. Please contact your tax consultant for your obligations regarding FATCA.

Alliant embraces a policy of transparency with respect to its compensation from insurance transactions. Details on our compensation policy, including the types of income Alliant may earn on a placement, are available at [www.alliant.com](http://www.alliant.com). For a copy of our policy or for inquiries regarding compensation issues pertaining to your account contact: Alliant Insurance Services, Inc Attn: General Counsel, 701 B St., 6th Floor, San Diego, CA 92101.



Idaho Power Company  
Service Request

Page: 1  
Date: 5/12/2022

Service Request Number: 00487840

ANDY LINDSEY- POWER TO COMMERCIAL BLDG- GEM AVE, NYSSA

Work Order Number:	27604575	Eng Hours:	00020
Request Type:	CS	Eng Fee Amount(Att98):	1,640.00
Rate Sch.:	9	Eng Fee Amount(Att16):	
Reply By:		Eng Fee Service Agreement No:	
		Eng Fee Service Agreement Date:	
		Customer No:	
Feeder:	NYSA12M		
Service Location:	GEM NYSSA, OR 97913		
Required in Service Date:	4/1/2022		
Planning Center/Team:	OREGON		

Contact Detail:

CUST MALHEUR COUNTY DEV CORP., GREG 522 SW 4TH ST., ONTARIO OR 97914	541-889-6216
IPCO RODERICK CALDWELL 1550 SOUTH MAIN STREET, PAYETTE ID 83661	(208) 642-6226
PYMT MALHEUR COUNTY DEV CORP., GREG 522 SW 4TH ST., ONTARIO OR 97914	541-889-6216
RFND MALHEUR COUNTY DEV CORP., GREG 522 SW 4TH ST., ONTARIO OR 97914	541-889-6216

Attribute Information

RES/COM

Service Voltage	277/480	No. Of Meters	1
Number of Phases	3	Meter Location	
KW Motor Load:		Ct Loc	
Largest Motor		Primary OH/UG	OH/UG
1 Phase KW Demand		Service OH/UG	UG
3 Phase KW Demand	500	Srv Owner	CUST
Vested Int. Connected Load	500	Panel Amp Size	1200
Commercial Deposit Amount		Service Pole Riser	
SIC Number			

Description

OVERHEAD AND UNDERGROUND PRIMARY LINE EXTENSION TO SERVE NEW COLD STORAGE BUILDING AT TREASURE VALLEY RELOAD CENTER WITH INSTALLATION OF 500KVA 277/480 PADMOUNT TRANSFORMER. CUSTOMER IS RESPONSIBLE FOR THE UNDERGROUND SERVICE WIRE FROM TRANSFORMER TO BUILDING.



Idaho Power Company  
Service Request

Page: 2

Date: 5/12/2022


---

Service Request Number: 00487840


ANDY LINDSEY- POWER TO COMMERCIAL BLDG- GEM AVE, NYSSA

---

Any changes to the project including but not limited to increases in load, timing of load schedule, location of service, and requested voltage may result in additional charges and/or delay of service. It is necessary to communicate changes as soon as possible.

  
\_\_\_\_\_  
Client Signature

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Idaho Power Representative Signature

  
\_\_\_\_\_  
Date





## CUSTOMER COST QUOTE FOR IDAHO POWER FACILITIES

Customer or Project Name: ANDY LINDSEY- POWER TO COMMERCIAL BLDG- GEM AVE, NYSSA

### Construction Costs

Line Installation Costs	
1. Line Installation/Upgrade Charge	\$79,790
2. Customer Credits (Betterment, Metering, Salvage)	\$0
3. Customer Performed Construction Work Credit	\$0

<b>4. Net Line Installation Cost</b>	<b>\$79,790</b>
--------------------------------------	-----------------

#### Unusual Conditions

5. Unusual Conditions	\$6,412
6. Unusual Conditions Bank Letter of Credit (Only for over \$10,000)	\$0

<b>7. Net Unusual Conditions</b>	<b>\$6,412</b>
----------------------------------	----------------

#### Terminal Facilities Costs

8. Terminal Facilities	\$15,356
9. Terminal Facilities Allowances	\$(6,109)
10. Terminal Facilities Salvage	\$0

<b>11. Net Terminal Facilities Cost</b>	<b>\$9,247</b>
---	----------------

<b>12. Underground Service and Attachment Charges</b>	<b>\$0</b>
---	------------

<b>13. Engineering Charge</b>	<b>\$1,640</b>
-------------------------------	----------------

<b>14. Permits</b>	<b>\$0</b>
--------------------	------------

<b>15. Relocation or Removal</b>	<b>\$494</b>
----------------------------------	--------------

<b>16. Miscellaneous Charges/Adjustments</b>	<b>\$0</b>
--	------------

<b>17. Net Construction Costs</b> (Line Items 4, 7, 11, 12, 13, 14, 15, 16)	<b>\$97,583</b>
---	-----------------

18. Prepaid Charges (Engineering, Permits & Right-of-Way)	\$0
---	-----

19. Vested Interest Charge	\$0
----------------------------	-----

<b>20. Customer Payment Due Prior to Construction Scheduling</b>	<b>\$97,583</b>
--	-----------------

This cost may not include all construction costs, see page 3 if additional service charges apply.

**Notes:** Due to labor shortages and pandemic-related supply chain issues, Idaho Power anticipates a possible shortage of certain materials and equipment necessary to complete the Work (as defined below) which may delay completion of the Work.

Customer understands that charges for relocation, transfer or removal of non-Idaho Power equipment attached to Idaho Power facilities are not included in this Customer Cost Quote. It is the customer's responsibility to coordinate this work with the affected utility. All charges associated with this work are the responsibility of the Customer. For utility contact information, please call 208-388-2886.

**Notice:** This Customer Cost Quote shall be binding on both Idaho Power Company ("Idaho Power") and Customer for a period of 60 days from the quoted date indicated below, subject to changes in information provided by the Customer or changes in Idaho Power's ability to obtain satisfactory rights-of-way or to comply with governmental regulations, including but not limited to the rules, regulations, and tariffs of the Idaho Public Utilities Commission ("IPUC") and the Public Utility Commission of Oregon ("OPUC"). Customer must make payment of the quoted amount not less than (30) days prior to the start of the construction work set forth in this agreement ("Work"). However, Idaho Power does not represent or warrant that the Work will commence within 30 days of receipt of payment. The start of the Work is subject to Idaho Power's ability to obtain the necessary labor, materials and equipment.

Internal use				Page 1 of 3
Service Request Number:	Customer Account Number:	Work Order Number:	Design Number:	Version:
00487840		27604575	0000157294	001

By Initialing below, Customer acknowledges and agrees to the following:

N/A  
Customer  
initials

The Customer has received the Underground Residential Conduit Installation brochure/packet or will access the information available online at <https://docs.idahopower.com/pdfs/ServiceBilling/customerservice/newConstruction/UGResConduitInstall.pdf>

[Redacted]  
Customer  
initials

**Final Grade:** Customer understands that as of [Redacted] the above-named project will

be ready for facilities to be installed by Idaho Power. All roadways and cable routes must have all grading and sub grading completed by this date. The project must be properly referenced and have grade stakes installed at all Idaho Power device locations and as might be necessary to establish proper elevations and burial depths Idaho Power facilities. The Customer will be responsible for the total cost of damage to Idaho Power facilities resulting from any subsequent changes in property, any needed relocation, repair, or lines, lot lines, elevations, grades, excavations, or profiles causing improper locations or burial depths of above-ground equipment, below-ground equipment, cable, or conduit.

[Redacted]  
Customer  
initials

**Unusual Conditions:** As defined in Idaho Power's line installation tariff, Rule H, Unusual Conditions are construction conditions not normally encountered, but which Idaho Power may encounter during construction which impose additional, project-specific costs. These conditions include, but are not limited to: frost, landscape replacement, road compaction, pavement replacement, chip-sealing, rock digging/trenching, boring, nonstandard facilities or construction practices, and other than available voltage requirements. The total cost for all Unusual Conditions, in connection with the work as set forth on this Customer Cost Quote will be based on the actual costs incurred by Idaho Power related to the conditions encountered during performance of the Work. Upon completion of all Work, Idaho Power will refund to Customer any Unusual Conditions amount set forth on this Customer Cost Quote sheet but, not incurred by Idaho Power.

Prior to commencement of the work, Customer shall identify for Idaho Power the location of all underground pipes, lines, and other facilities (collectively, the "Underground Lines") that may be on Customer's property where Idaho Power is working. Customer agrees to be responsible for identification and location of all Underground Lines and shall indemnify, defend, reimburse and hold harmless Idaho Power and its successors and their respective directors, officers, members, employees, representatives and agents for, from, and against any and all claims, liabilities, losses, damages, expenses, suits, actions, proceedings, judgement and costs of any kind (collectively, "Damages"), whether actual or merely alleged and whether directly incurred or from a third party, arising out of or relating to Customer's failure to properly or adequately identify and locate the Underground Lines, except to the extent finally determined by a court of law that such Damages resulted from the gross negligence or willful misconduct of Idaho Power, its agents, subcontractors, employees, officers or directors.

Internal use				Page 2 of 3
Service Request Number:	Customer Account Number:	Work Order Number:	Design Number:	Version:
00487840		27604575	0000157294	001



The Customer acknowledges Idaho Power's Rule C (Service and Limitations), Section 7 (Right of Way) on file with the IPUC OPUC: "The Customer shall, without cost to Idaho Power, grant Idaho Power a right-of-way for Idaho Power's lines and apparatus across and upon the property owned or controlled by the Customer, necessary or incidental to the supplying of Electric Service and shall permit access thereto by Idaho Power's employees at all reasonable hours." By signing this Customer Cost Quote, Customer grants to Idaho Power a perpetual right-of-way over the Customer's property for the installation, operation, replacement and maintenance of power facilities to provide electrical service to the Customer and any future owners of the Customer's property.

**Construction Costs available for refund**

(Vested Interest limited to 5 years or 4 additional applicants)

\$70,244

**Customer Payment Due Prior to Scheduling Construction**

**\$97,583**

*N/A*  
Customer  
initials

**Underground Service Attachment Charges to be billed separately**

The Customer understands that Underground Service Attachment Charges will be billed separately on the first month's power bill after service installation has been completed. In addition, the Customer has reviewed and acknowledges their responsibility for these costs. Idaho and Oregon cost information are available online at:

ID: <https://docs.idahopower.com/pdfs/ServiceBilling/customerservice/newConstruction/IdahoCostInfo.pdf>

OR: <https://docs.idahopower.com/pdfs/ServiceBilling/customerservice/newConstruction/OregonCostInfo.pdf>

**Please sign and return all relevant forms along with the amount stated on the Customer Cost Quote to:**

IDAHO POWER COMPANY  
1550 South Main Street  
Payette, ID 83661

Customer Signature

Date

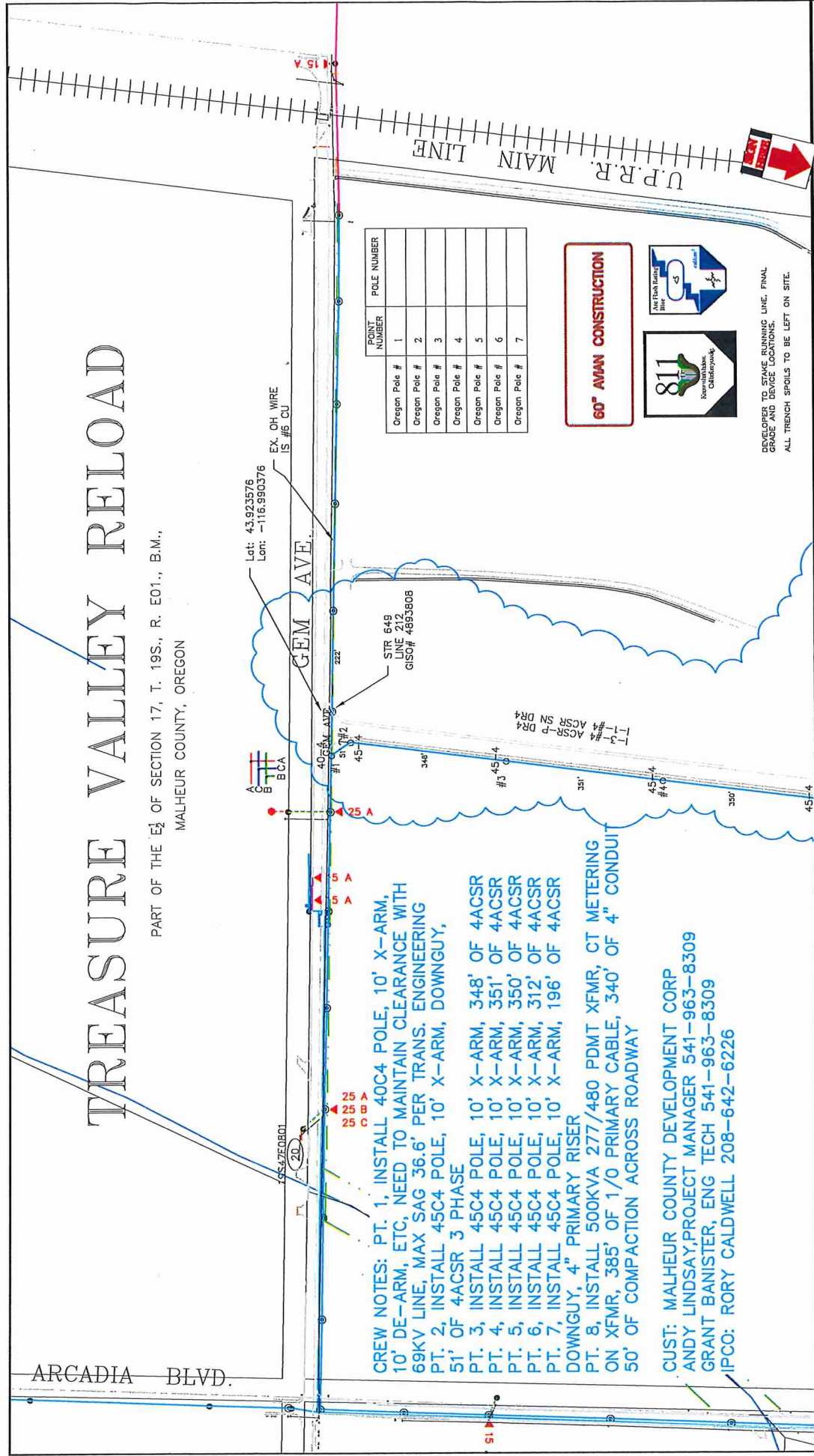
Idaho Power Representative

Quote Date 05/12/2022

Internal use				Page 3 of 3
Service Request Number:	Customer Account Number:	Work Order Number:	Design Number:	Version:
00487840		27604575	0000157294	001

# TREASURE VALLEY RELOAD

PART OF THE E<sub>1</sub> OF SECTION 17, T. 19S., R. E01., B.M.,  
MALHEUR COUNTY, OREGON



CREW NOTES: PT. 1, INSTALL 40C4 POLE, 10' X-ARM, 10' DE-ARM, ETC, NEED TO MAINTAIN CLEARANCE WITH 69KV LINE, MAX SAG 36.6' PER TRANS. ENGINEERING  
PT. 2, INSTALL 45C4 POLE, 10' X-ARM, DOWNGUY, 51' OF 4ACSR 3 PHASE  
PT. 3, INSTALL 45C4 POLE, 10' X-ARM, 348' OF 4ACSR  
PT. 4, INSTALL 45C4 POLE, 10' X-ARM, 351' OF 4ACSR  
PT. 5, INSTALL 45C4 POLE, 10' X-ARM, 350' OF 4ACSR  
PT. 6, INSTALL 45C4 POLE, 10' X-ARM, 312' OF 4ACSR  
PT. 7, INSTALL 45C4 POLE, 10' X-ARM, 196' OF 4ACSR DOWNGUY, 4" PRIMARY RISER  
PT. 8, INSTALL 500KVA 277/480 PDMT XFMR, CT METERING ON XFMR, 385' OF 1/0 PRIMARY CABLE, 340' OF 4" CONDUIT 50' OF COMPACTION ACROSS ROADWAY

CUST: MALHEUR COUNTY DEVELOPMENT CORP  
ANDY LINDSAY, PROJECT MANAGER 541-963-8309  
GRANT BANISTER, ENG TECH 541-963-8309  
IPCC: RORY CALDWELL 208-642-6226

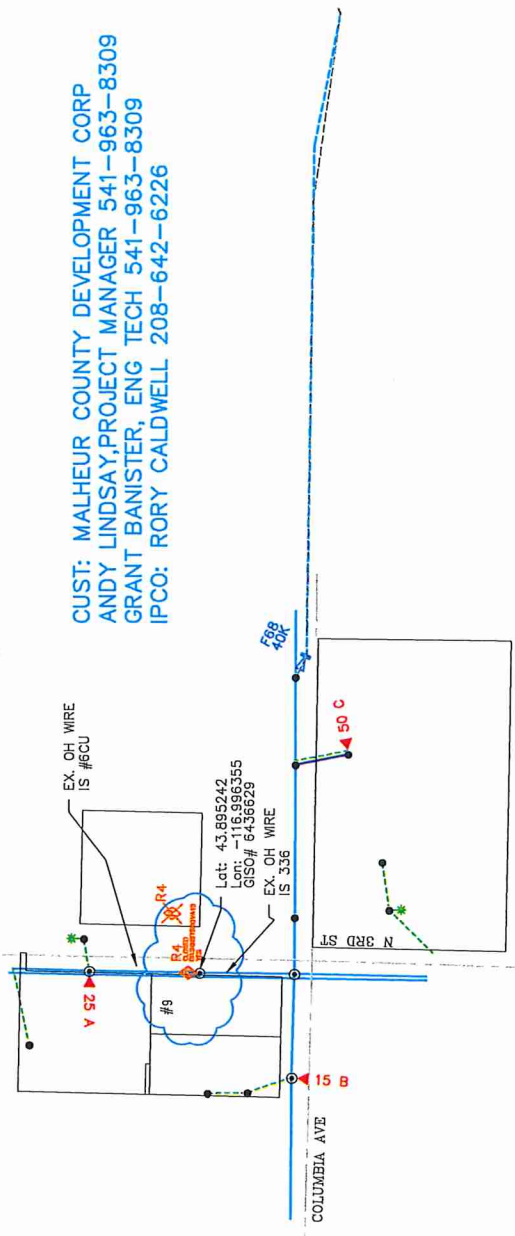
<b>Job Title:</b> ANDY LINDSEY- POWER TO COMM BLDG- GEM AVE, NYSSA, RELOAD CNTR		<b>SWPP:</b>		<b>TIME &amp; DATE:</b>		<b>Date:</b>	
<b>Additional Description:</b> OH AND UG 3 PHASE LINE EXTENSION TO SERVE NEW COLD STORAGE BLDG		<b>Feeder Map File Name:</b> NYSSA1201		<b>Surveyed or GPS:</b> SURVEYED		<b>Designer:</b> RPC1977	
<b>Additional Description:</b>		<b>Qua</b> 6 <b>Twn</b> 19S <b>Ring</b> 47E <b>Sec</b> 14 <b>WM</b>		<b>Joint Use Attachment:</b> NO		<b>Design No:</b> 0000157294	
<b>Site</b> OR <b>Malheur</b>		<b>Construction Date:</b> 12.5KV		<b>Pre-Built Date:</b>		<b>Work Order No:</b> 27604575	
<b>Operating Voltage:</b>		<b>Customer:</b>		<b>FDR By:</b>		<b>Date:</b>	
<b>Scale:</b> 1" = 200'		<b>Customer:</b>		<b>FDR By:</b>		<b>Date:</b>	
<b>Sheet:</b> 1 of 3		<b>Customer:</b>		<b>FDR By:</b>		<b>Date:</b>	





CREW NOTES: REMOVE 3 PHASE HYDRAULIC RECLOSER, INSTALL 3 PHASE NOVA STS RECLOSER, FLAGGERS WILL BE NEEDED

CUST: MALHEUR COUNTY DEVELOPMENT CORP  
 ANDY LINDSAY, PROJECT MANAGER 541-963-8309  
 GRANT BANISTER, ENG TECH 541-963-8309  
 IPCO: RORY CALDWELL 208-642-6226



DEVELOPER TO STAKE RUNNING LINE, FINAL GRADE AND DEVICE LOCATIONS.  
 ALL TRENCH SPOILS TO BE LEFT ON SITE.

Job Title: <b>ANDY LINDSEY- POWER TO COMM BLDG- GEM AVE, NYSSA, RELOAD CNTR</b>		SWPPP: -----		UNLESS SPECIFIED		Customer:		Date:	
Additional Description: <b>OH AND UG 3 PHASE LINE EXTENSION TO SERVE NEW COLD STORAGE BLDG</b>		Feeder Map File Name: <b>NYSSA1201</b>		Surveyed or GPS: <b>SURVEYED</b>		FDR By: -----		Designer: <b>RPC1977</b>	
Additional Description:		Qua	Twn	Rng	Sec	Joint Use Attachment: <b>NO</b>		Design No: <b>0000157294</b>	
		6	19S	47E	14	Pre-Built Date: -----		Date: -----	
		State	OR	County	Malheur	Built as Designed: -----		ArcFM By: -----	
						Construction Date: -----		Work Order No: <b>27604575</b>	
						Operating Voltage: <b>12.5KV</b>		Date: -----	
								SCALE: 1" = 200	
								Sheet <u>3</u> of <u>3</u>	

IDAHO POWER Co. WORK ORDER MAP



## Vested Interest Refund Waiver

*Please use this calculator in Asset Suite W150 panel*

Customer Name/Project: Malheur County Reload

Project Location: 1694 Alameda Dr

Nyssa, Or 97913

This Vested Interest Refund Waiver ("Waiver") is entered into by and between Idaho Power Company ("Idaho Power") and Greg Smith, Mcdc ("Customer").

The Customer and Idaho Power acknowledge that the Customer funded the installation of distribution facilities necessary for Idaho Power to provide  (kilowatt [kW]). The Customer Connected Load as stated on the Service Request for the Project Location above. Customer is a Vested Interest Holder in the total amount of

As a Vested Interest Holder, the Customer is entitled to Vested Interest Refunds as defined by Rule H and makes the following election with respect to the same:

Please select one of the options below:

☐ Customer waives all Vested Interest Refunds.

☐ Customer waives any Vested Interest Refunds for Connected Loads of Additional Applicants (defined by Rule H) of less than or equal to  kW.

The Customer acknowledges and agrees that Idaho Power has provided the Customer with information on Rule H as it applies to Vested Interest Charges, or that Customer can access Rule H information at Idaho Power's website located at <https://www.idahopower.com> or the websites of Idaho Power's regulators (<http://puc.idaho.gov> or <http://www.puc.state.or.us>). The Customer further acknowledges that the Customer has certain rights and obligations contained in Rule H which are not fully detailed in this Waiver, and the Customer agrees that the Customer is responsible for understanding and complying with all such rights and obligations.

Customer Signature: \_\_\_\_\_

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

Idaho Power Representative: Rory Caldwell

Date: May 12, 2022

Internal Use		
Service Request Number: 487840	Work Order Number: 27604575	Design Number: 157294