



**AGENDA
PAYETTE CITY COUNCIL
May 9, 2011
WORK SESSION & SPECIAL MEETING**

HONORABLE MAYOR JEFFREY T. WILLIAMS PRESIDING

**GEORGIA HANIGAN
LEE NELSON
KATHY DODSON**

**MARK HELEKER
IVAN MUSSELL
LES COCHRAN**

5:15 PM – Work Session ~

1. ROLL CALL
2. OLD BUSINESS
3. NEW BUSINESS
 - A. Change Order #1 – KEPHA Construction
~Payette Library..... 1
 - B. Precious Metal and Gem Dealers Ordinance..... 6
 - C. Budget Discussion..... 11
4. GENERAL DISCUSSION
 - A. Joint informational meeting with Planning & Zoning
~Impact Fees – May 26, 2011 @ 5:30 pm
5. MAYOR'S INFORMATIONAL POINTS TO COUNCIL

Special Meeting immediately following work session

1. ROLL CALL
2. Kepha Pay Request #2
~Library Expansion - \$52,141.77..... 12
3. Kepha Pay Request #8
~Fire Station - \$230,788.25..... 20
4. ADJOURN

Form RD 1924-7
(Rev. 2-97)

UNITED STATES DEPARTMENT OF AGRICULTURE
RURAL DEVELOPMENT AND
FARM SERVICE AGENCY

CONTRACT CHANGE ORDER

ORDER NO. One (1)
DATE April 27, 2011
STATE Idaho
COUNTY Payette

CONTRACT FOR New Addition for Payette Public Library

OWNER City of Payette

To Atkins General Builders Inc. dba KEPHA Construction

(Contractor)

You are hereby requested to comply with the following changes from the contract plans and specifications:

Description of Changes (Supplemental Plans and Specifications Attached)	DECREASE in Contract Price	INCREASE in Contract Price
New concrete landing, sidewalk, ramp, and steel handrails at the north entrance to the existing building. (ASI #1, Item #1)	\$	\$ 16,272.01
Modify interior ramp cabinetwork to allow for for required ADA clearances. (ASI #1, Item #2)		0.00
TOTALS	\$	16,272.01
NET CHANGE IN CONTRACT PRICE	\$	16,272.01

JUSTIFICATION:

The new concrete ramp will provide an accessible entrance to the existing building during construction of the addition. The interior ramp and cabinetwork was modified to comply with clearances required by the Americans with Disabilities Act.

The amount of the Contract will be (Decreased) (Increased) By The Sum Of: _____

Sixteen Thousand Two Hundred Seventy-Two Dollars and One Cent _____ Dollars (\$ 16,272.01).

The Contract Total Including this and previous Change Orders Will Be: _____

One Million Eighty-Six Thousand Two Hundred Ninety-Seven Dollars and One Cent _____ Dollars (\$ 1,086,297.01).

The Contract Period Provided for Completion Will Be (Increased) (Decreased) (Unchanged): Unchanged 0 Days.

This document will become a supplement to the contract and all provisions will apply hereto.

Requested _____ (Owner)

Recommended _____ (Owner's Architect/Engineer)

Accepted _____ (Contractor)

Approved by Agency _____ (Name and Title)

(Date)
04/27/2011
(Date)

(Date)

(Date)

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to U.S. Department of Agriculture, Clearance Officer, STOP 7602, 1400 Independence Avenue, S.W., Washington, D.C. 20250-7602. Please DO NOT RETURN this form to this address. Forward to the local USDA office only. You are not required to respond to this collection of information unless it displays a currently valid OMB control number.

Atkins General Builders, Inc.

dba KEPHA Construction
3606 E. Newby Street
Nampa, Idaho 83687

Phone: 208-461-2700
Fax: 208-461-2702

PROPOSED CHANGE ORDER No. 00001

TITLE: Concrete Ramp and Railing ASI#1

DATE: 4/20/2011

PROJECT: Payette Library Addition

JOB: K100-11

TO: Attn: Houston Head
Gowland Johanson & Zimmerman Arch.
400 South Main
Payette, Idaho 83661
Phone: 208-642-4452 Fax: 208-642-4453

CONTRACT NO: K100-11-0906

RE: PCO

To: GOWJOHID

From: KEPHA

Number: 00001

DESCRIPTION OF PROPOSAL

Demolish existing stairs and rails, excavate, prep and place new concrete landing, ramp and sidewalk with new pipe rails per ASI#01 dated March 31, 2011 and revised drawings S3.1, A1.0, A7.1 and A7.3. Excludes and irrigation or landscape repair.

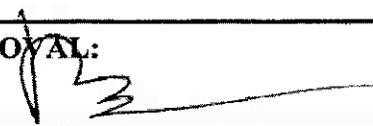
Item	Description	Stock#	Quantity	Units	Unit Price	Tax Rate	Tax Amount	Net Amount
00001	Demo stairs, prep for landing and ramp and new sidewalk		1.000	LS	\$4,410.00	0.00%	\$0.00	\$4,410.00
00002	Provide and place reinforcement, materials and supplies for new landing, ramp and sidewalk		1.000	LS	\$6,740.00	0.00%	\$0.00	\$6,740.00
00003	Provide new pipe rails powder coated for new landing and ramp		1.000	LS	\$3,080.00	0.00%	\$0.00	\$3,080.00

Unit Cost: \$14,230.00
 Unit Tax: \$0.00
Unit Total: \$14,230.00
Subtotal: \$14,230.00

Description	Markup Percent	Markup Amount
General Conditions	6.500%	\$924.95
Insurance	1.250%	\$177.88
Overhead & Profit	5.000%	\$711.50
Bonds	1.600%	\$227.68

Total Cost: \$16,272.01

APPROVAL:

By: 
L. Brian Atkins

By: _____
Houston Head

Date: 4/20/2011

Date: _____

Spiers Construction, LLC

15780 Racetrack Drive
Caldwell, ID 83607
208-453-9229

Bid Proposal

DATE	BID #
4/19/2011	39a

NAME / ADDRESS
Atkins General Builders, Inc. KEPHA Construction 3606 E. Newby Street Nampa, ID 83687

Fax #	E-mail
208-453-9231	mike@spiersconstruction.com

PROJECT
Payette Library Concrete Payette, Idaho

DESCRIPTION	QTY	COST	TOTAL
Handicap Ramp Concrete 13 cy @ 120.00	13	120.00	1,560.00
Rebar 70 sticks @ 16	70	16.00	1,120.00
Ties and supplies		349.00	349.00
Mobs 3 @ 40	3	40.00	120.00
E&L 3 days @ \$1197	3	1,197.00	3,591.00
		TOTAL	\$6,740.00

*Price includes only items and services listed. Price excludes permits, testing, staking, surveying, hidden conditions, soft spot repair, dewatering, traffic control, erosion control, erosion control maintenance & any unseen conditions. This proposal is based on current pipe and asphalt prices. If our supply costs increase after that time, those prices will be passed on without markup. Prime coat and sterilization, if required, by others. Anything under 1 % slope for asphalt is considered too flat and cannot be warranted. Be advised that in such areas puddles and poor drainage could occur. Payment to be made as follows: 100% upon completion and/or by monthly payment requests. Progress estimates submitted by the 25th of each month are due by the 10th of the following month. All unpaid balances may accrue interest. This proposal may be withdrawn if not accepted within 30 days. Awarding us this job is accepting the above conditions. Bid must be signed & returned before work can begin.

ACCEPTED DATE: _____

SIGNATURE _____

ACCEPTED BY: _____



1970 W. Franklin Dr. Meridian, Id 83642 • (208) 898-9353 Fx (208) 898-9357
Contractors License # RCE-4059 • Public Works License # 15223-AA-4

ASI #1

Date: 4-19-11

To: Kepha
Attn: Brian
Fax:

Re: Payette Library

Approx. 80' hand railing going down the back ramp.

Rail shown on delta 2 is shown as a 2 rail which will not meet code because it has to have toe kick either concrete or metal. So I am proposing adding another rail at the bottom 3" up for a toe kick.

Powder coated

Installed with anchor bolts epoxied

Price\$ 3,080.00

Thank you,
Kelly Bartlett

ORDINANCE ____

AN ORDINANCE OF THE CITY OF PAYETTE, IDAHO, ADDING A NEW SECTION 5.37 TO THE PAYETTE CITY CODE WHICH SECTION REGULATES PRECIOUS METAL AND GEM DEALERS; SETTING AN EFFECTIVE DATE; ALLOWING PUBLICATION IN SUMMARY FORM; ESTABLISHING SEVERABILITY; ESTABLISHING A REPEALER.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF PAYETTE, IDAHO:

Section 1. A new Chapter 5.37 is added to Title 5 of the Payette City Code, which section shall read as follows:

5.37 PRECIOUS METAL AND GEM DEALERS

5.37.010: DEFINITIONS:

5.37.020: LICENSE; REQUIRED:

5.37.030: APPLICATION:

5.37.040: INVESTIGATION:

5.37.050: DENIAL OR REVOCATION OF LICENSE:

5.37.060: REGULATIONS:

5.37.070: INVESTIGATION OF APPLICANT:

5.37.080: ADEQUATE IDENTIFICATION:

5.37.090: TRANSACTION DESCRIPTION RECORD:

5.37.010: DEFINITIONS:

a. "Jewelry" means any tangible article of personal property ordinarily wearable on the person consisting in whole or in part of gold, silver, platinum, aluminum, lead, brass, copper, pewter, alexandrite, diamonds, emeralds, garnets, opals, rubies, pearls, jade, and such other metals, minerals or gems customarily regarded as precious or semiprecious.

b. "Member of the general public" means individuals, partnerships, corporations or other associations.

c. "Precious metal and gem dealer" means any person, corporation, partnership or association which engages in any transaction of buying, selling or receiving secondhand jewelry, sterling silverware or gold or silver coins or bullion to or from the public within the City of Payette.

"Precious metal and gem dealer" does not include a business which smelts, refines, assays or manufactures precious metals, gems or valuable articles and has no retail operation open to the public.

d. "Secondhand" means previously owned by a member of the general public immediately prior to the transaction at hand. It does not mean previously owned by a wholesaler, retailer or by a secondhand dealer licensed.

5.37.020: LICENSE REQUIRED:

a. No person, corporation, partnership or association shall engage in the business of dealing in, selling and exchanging secondhand jewelry, sterling silverware or gold and silver coins or bullion without having first obtained a license as provided in this section.

b. The requirements of this section do not apply to the following:

1. Transactions at occasional garage or yard sales, estate sales, coin, gem, or antique or stamp shows, conventions or auctions.

2. Transactions involving the purchase of grindings, filing, slag, sweeps, scraps or dust from an industrial manufacturer, dental laboratory, dentist or agent thereof.

3. Operations between dealers licensed under this section.

4. Transactions at financial institutions licensed or regulated by the state of Idaho or U.S. government.

5.37.030: APPLICATION:

Application for a precious metal and gem dealer's license shall be made to the city clerk on forms furnished by the city clerk, and shall contain the following:

- A. Name, place and date of birth and street residence of the applicant.
- B. The trade name, address of the business and name and address of the owner of the premises.
- C. A statement as to whether within the preceding 10 years the applicant has been convicted of any crime, petty misdemeanor or municipal ordinance violation relating to theft, damage or trespass property or operation of a business, the nature and date of the offense and the penalty assessed.
- D. Whether the applicant is a natural person, corporation or partnership.
 - 1. If the applicant is a corporation, the state of incorporation and the names and addresses of all officers and directors.
 - 2. If the applicant is a partnership, the names and addresses of all partners.
- E. The name of the manager or proprietor of the business.
- F. Such other reasonable and pertinent information as the city clerk may from time to time require.

5.37.040: INVESTIGATION:

The city clerk shall refer the application to the chief of police, who shall make a criminal history background investigation of the applicant. Upon completion, the chief of police, or his representative, shall forward the results of the investigation to the city clerk. If, as a result of the investigation, the applicant is not found to have committed any of the acts requiring denial as listed below, the city clerk shall, upon payment of the prescribed fee, and approval of the city council, issue the license to the applicant. The city clerk shall deny the applicant the license if the applicant has:

- A. Committed any act consisting of fraud or misrepresentation;
- B. Committed any act which, if committed by a licensee, would be grounds for suspension or revocation of a license;
- C. Within the previous ten (10) years, been convicted of a misdemeanor or felony directly relating to his or her fitness to engage in the occupation of peddler, solicitor or street vendor and including, but not limited to, those misdemeanors and felonies involving moral turpitude, fraud or misrepresentation;
- D. Been charged with a misdemeanor or felony of the type defined in subsection C of this section and disposition of that charge is still pending;
- E. Ever been charged of any crime involving sexual abuse against a child;
- F. Been refused a license under the provisions of this chapter; provided, however, that any applicant denied a license under the provisions of this chapter may reapply if and when the reasons for denial no longer exist; and
- G. Made any false or misleading statements in the application.

5.37.050: DENIAL OR REVOCATION OF LICENSE:

The city shall have the authority to deny, revoke or temporarily suspend any license requested or issued in accordance with this chapter for any of the following reasons:

- A. Fraud, misrepresentation or false statements contained in the application;
- B. Fraud or misrepresentation or false statement made in the course of conducting the business or trade;
- C. Any violation of this chapter;
- D. Conviction of any crime or misdemeanor involving moral turpitude;

E. Conducting business in an unlawful manner or in such a manner as to constitute a breach of the peace or to constitute a menace to the health, safety or general welfare of the public

F. No precious metal and gem dealer's license shall be granted to an individual, partnership or a corporate applicant, unless the individual applicant, each of the partners, or the corporate agent has been a resident of Idaho continuously for at least 90 days prior to the date of the application.

5.37.060: REGULATIONS:

A. Altered or Obliterated Serial Number: No licensee shall receive any item or property with an altered or obliterated serial number, or from which a serial number has been removed.

B. Identification: No precious metal and gem dealer shall purchase or exchange any property without first securing adequate identification from the seller as stipulated in 5.37.080.

C. Recordkeeping: Every licensed precious metal and gem dealer shall keep a transaction description record as stipulated in 5.37.090 for any property purchased or exchanged.

D. Transaction Record Reporting: Every dealer shall report each transaction description record as required in 5.37.090.

E. Every item purchased or exchanged by a licensed precious metal and gem dealer shall be open for inspection by the chief of police, or the chief's designee, at any reasonable time.

F. Holding Period: Every property exchanged or purchased by a precious metal and gem dealer, except gold coins or bullion, or silver coins or bullion, shall be kept on the dealer's premises separate and apart from any other property, unchanged and unaltered from the form it was received for 30 days for inspection by the chief of police, or the chief's designee.

G. Additional Holding Period: The chief of police may, at the chief's sole discretion, cause any property exchanged or purchased, which the police chief has reason to believe was not exchanged or purchased by the lawful owner, to be held for an additional holding period deemed reasonable by the chief of police after the elapse of the initial 30-day holding period for identification by the lawful owner.

H. Minors: No precious metal and gem dealer shall have any business dealings as a precious metal and gem dealer with any person under 18 years of age, unless that person is with the parent or guardian, or the dealer obtains or has on file a written consent signed in the dealer's presence by the parent or guardian granting permission for that person to transact business with the dealer.

I. Stolen Goods: Every precious metal and gem dealer shall report to the police any item presented to the precious metal and gem dealer during the course of business the precious metal and gem dealer has reason to believe was stolen, either by the person presenting the item or another party.

5.37.070: PENALTY:

Any person violating any of the provisions or failing to comply with any of the mandatory requirements of this chapter is guilty of a misdemeanor punishable by a fine not to exceed one thousand dollars (\$1,000), or by imprisonment not to exceed six (6) months, or by both such fine and imprisonment.

5.37.080: ADEQUATE IDENTIFICATION:

A. Adequate identification obtained by precious metal and gem dealers shall be limited to one of the following current and unexpired forms of identification:

1. A State of Idaho identification card.
2. A valid Idaho motor vehicle operator's license.
3. A valid motor vehicle operator's license, containing a picture, issued by another state.
4. A military identification card.
5. A valid passport.
6. An alien registration card.

B. No person pawning, pledging, exchanging, consigning, leaving for deposit or selling any property with any licensee shall give a false or fictitious name, present false or altered identification documents, give a false date of birth or give a false address of residence or telephone number to the licensee gathering information for the transaction description record.

5.37.090: TRANSACTION DESCRIPTION RECORD:

1. Transaction description records shall be kept either as computer files or in a written document approved by the chief of police, or the chief's designee. Written transaction description record documents shall be legible and in ink, and no entry made shall be erased, obliterated or defaced. Licensed precious metal and gem dealers may keep transaction description records as sequentially numbered invoices. Blank or voided invoices kept by precious metal and gem dealers as transaction description records shall be kept in sequence. Computerized files, written documents and invoices of transaction description records shall be open to inspection by the chief of police, or the chief's designee, at any reasonable time. Computerized files, written documents and invoices of transaction description records shall be maintained and retained for one year.

2. Transaction description records shall include:

- a. The date and time of the transaction.
- b. A complete description in English of the item or property pawned, pledged, consigned, exchanged or purchased including when applicable, but not limited to, any trademark, identification number, serial number, model number, brand name, any engraved number, word or initial, a description of any settings, a description by weight and design of the property, other identification marks and inscriptions of a personal nature, whether the property is a male or female item or property.
- c. The amount of money loaned or paid.
- d. The name, address and date of birth of the person pawning, pledging, exchanging, consigning or selling the item or property.
- e. Identification number from and a photocopy of the identification obtained as stipulated in 5.37.080.
- f. A signed, written declaration of ownership from the person pawning, pledging, exchanging, consigning or selling the item or property, separate and apart from any computerized records maintained and on a form approved by the chief of police, or the chief's designee, stating whether the person owns the item(s) or property, how long the person has owned the item or property, whether the person or another found the item or property, and if found, the details of its finding.

3. Photographs.

- a. Each transaction description shall include a color photograph or color video recording of:
 1. Each customer pawning, pledging, consigning, exchanging or selling an item or property.
 2. Every item or property pawned, pledged, consigned, exchanged or sold without a unique serial or identification number permanently engraved or affixed.
- b. Photographs shall be at least 2 inches square.

The major portion of the photograph or the video recording of persons shall include an identifiable facial image. Property photographed or video recorded shall be accurately depicted. The licensee shall inform the person that he or she is being photographed or video recorded by displaying a sign of sufficient size in a conspicuous place on the premises. The licensee shall keep the photograph or video recording for 3 months.

4. The person pawning, pledging, consigning, exchanging or selling the item or property shall electronically sign the computerized record, or sign an alternate form approved by the chief of police, or the chief's designee, if computerized records are maintained, or sign the written document transaction descriptions record or the invoice.

5. Transaction records shall include any other reasonable information the chief of police may from time to time require.

Section 2. This Ordinance may be published in summary form as permitted by Idaho Code.

Section 3. This Ordinance shall be in full force and effect immediately upon passage and publication as required by the laws of the State of Idaho.

Section 4. Any ordinances or resolutions which are in conflict with this Ordinance are hereby repealed, but only insofar as the conflict exists.

Section 5. Any violation of this ordinance shall be a misdemeanor punishable in accordance with the misdemeanor statutes of the State of Idaho.

Section 6. If any portion of this Ordinance should be found to be unconstitutional or unenforceable for any reason, the remainder of the Ordinance shall be applied to effectuate the purposes of this Ordinance.

PASSED and APPROVED by the Mayor and City Council of the
City of Payette, Idaho this _____ day of _____, 2011.

CITY OF PAYETTE, IDAHO

BY _____
Jeffrey T. Williams, Mayor

ATTEST:

Mary Cordova, City Clerk

CITY OF PAYETTE
Expenditure Budget Report -- MultiYear Actuals
For the Year: 2011 - 2012

1 GENERAL

Account	Object	07-08	08-09	09-10	10-11	Current Budget 10-11	% Exp. 10-11	Prelim. Budget 11-12	Budget Changes 11-12	Final Budget 11-12	% Old Budget 11-12
411000	LEGISLATIVE										
110	Salaries	10,800	10,800	15,300	5,400	10,800	50%			0	0%
200	Personnel Benefits	43,089	752	658	376	20,668	2%			0	0%
230	FICA		670	949	335	0	***%			0	0%
240	MEDICARE		157	222	78	0	***%			0	0%
261	Retirement		1,122	1,590	561	0	***%			0	0%
270	Insurance		22,554	47,791	19,595	0	***%			0	0%
305	Election	1,153	615	1,048		200	0%			0	0%
350	Planning & Zoning Stipend	1,855	2,170	1,330		0	0%			0	0%
543	Dues & Subscriptions		3,852	3,855	3,571	3,900	92%			0	0%
544	Promotions and Donations	9,672	1,165	5,400	-60	8,814	-1%			0	0%
580	Travel/Meetings/Education		3,505	2,514	760	4,000	19%			0	0%
610	Supplies-Operating		750	1,736	716	2,000	36%			0	0%
613	Economic Development	1,000	1,057	7,575	7,500	7,500	100%			0	0%
810	Donation-Soil Conservatio	1,000	1,000	1,000	1,000	1,000	100%			0	0%
811	Donation-Payette Museum	1,000	1,000	1,000		1,000	0%			0	0%
812	Donation-Snake River Tran		15,000	15,000	15,000	15,000	100%			0	0%
	Account:	69,569	66,169	106,968	54,832	74,882	73%		0	0	0%

Form RD 1924-18 (Rev. 6-97)	UNITED STATES DEPARTMENT OF AGRICULTURE RURAL DEVELOPMENT FARM SERVICE AGENCY PARTIAL PAYMENT ESTIMATE	CONTRACT NO. 906 PARTIAL PAYMENT ESTIMATE NO. 02 PAGE 1
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OWNER: City of Payette	CONTRACTOR: KEPHA Construction	PERIOD OF ESTIMATE FROM 04-01-11 TO 04-30-11
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CONTRACT CHANGE ORDER SUMMARY				ESTIMATE	
No.	Agency Approval Date	Amount			
		Additions	Deductions		
				1. Original Contract	\$1,070,025.00
				2. Change Orders	\$0.00
				3. Revised Contract (1 + 2)	\$1,070,025.00
				4. Work Completed*	\$84,065.30
				5. Stored Materials*	
				6. Subtotal (4 + 5)	\$84,065.30
				7. Retainage*	\$8,406.53
				8. Previous Payments	\$23,517.00
				9. Amount Due (6-7-8)	\$52,141.77
TOTALS		\$0.00	\$0.00		
NET CHANGE		\$0.00	\$0.00		

* Detailed breakdown attached

CONTRACT TIME					
Original (days)	300				
Revised		On Schedule	<input checked="" type="checkbox"/> Yes	Starting Date	03-21-2011
Remaining	300		<input type="checkbox"/> No	Projected Completion	01-15-2012

<p>CONTRACTOR'S CERTIFICATION: The undersigned Contractor certifies that to the best of their knowledge, information and belief the work covered by this payment estimate has been completed in accordance with the contract documents, that all amounts have been paid by the contractor for work for which previous payment estimates were issued and payments received from the owner, and that current payment shown herein is now due.</p> <p style="text-align: center;">Atkins General Builders, Inc.,</p> <p>Contractor <u>DBA KEPHA Construction</u></p> <p>By <u>Brian Atkins</u></p> <p>Date <u>04-19-2011</u></p>	<p>ARCHITECT OR ENGINEER'S CERTIFICATION: The undersigned certifies that the work has been carefully inspected and to the best of their knowledge and belief, the quantities shown in this estimate are correct and the work has been performed in accordance with the contract documents.</p> <p style="text-align: center;">  Architect or Engineer </p> <p>By <u>DION ZIMMERMAN</u></p> <p>Date <u>05-05-11</u></p>
<p>APPROVED BY OWNER:</p> <p>Owner _____</p> <p>By _____</p> <p>Date _____</p>	<p>ACCEPTED BY AGENCY: The review and acceptance of this estimate does not attest to the correctness of the quantities shown or that the work has been performed in accordance with the contract documents.</p> <p>By _____</p> <p>Title _____</p> <p>Date _____</p>

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0042. The time required to complete this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information.

TO OWNER: City of Payette
700 Center Avenue
Payette, Idaho 83661

PROJECT: Payette Library Addition

APPLICATION NO: 00002

Distribution to:

FROM CONTRACTOR: Atkins General Builders, Inc.
dba KEPHA Construction
Nampa, Idaho 83687

VIA ARCHITECT: Gowland Johanson & Zimmerman
400 South Main
Payette, Idaho 83661

PERIOD TO: 4/30/2011

PROJECT NOS.: 0906
 OWNER
 ARCHITECT
 CONTRACTOR

CONTRACT FOR:

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM \$1,070,025.00

2. Net change by Change Orders \$0.00

3. CONTRACT SUM TO DATE (Line 1 ± 2) \$1,070,025.00

4. TOTAL COMPLETED & STORED TO DATE \$84,065.30
(Column G on G703)

5. RETAINAGE:

a. 10.000 % of Completed Work \$8,406.53
(Columns D + E on G703)

b. 10.000 % of Stored Material \$0.00
(Columns F on G703)

Total Retainage (Line 5a + 5b or Total in Columns I on G703) \$8,406.53

6. TOTAL EARNED LESS RETAINAGE \$75,658.77
(Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$23,517.00
(Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE \$52,141.77

9. BALANCE TO FINISH, INCLUDING RETAINAGE \$0.00
(Line 3 less Line 6) \$994,366.23

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	\$0.00

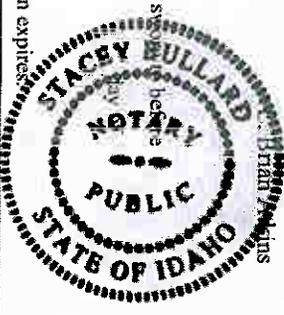
AIA DOCUMENT G702 - APPLICATION AND CERTIFICATE FOR PAYMENT • 1992 EDITION • AIA® • ©1992 • THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006-5292 • WARNING: Unlicensed photocopying violates U.S. copyright laws and will subject the violator to legal prosecution. To verify the current version of this document and license status, contact The American Institute of Architects.

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

CONTRACTOR: Atkins General Builders, Inc.
By: [Signature] Brian Perkins Date: 4/29/11

State of: _____
County of: _____
Subscribed and sworn to before me this _____

Notary Public: _____
My Commission expires: _____



ARCHITECT'S CERTIFICATE FOR PAYMENT

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 \$0.00

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

ARCHITECT: Gowland, Johanson, Zimmerman

By: [Signature] Dion Zimmerman Date: 05-11

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

AIA DOCUMENT G702 - APPLICATION AND CERTIFICATE FOR PAYMENT • 1992 EDITION • AIA® • ©1992 • THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006-5292 • WARNING: Unlicensed photocopying violates U.S. copyright laws and will subject the violator to legal prosecution. To verify the current version of this document and license status, contact The American Institute of Architects.

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 1 OF 2 PAGES

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification, is attached. In tabulations below, amounts are stated to the nearest dollar. Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO.: 00002
 APPLICATION DATE: 4/30/2011
 PERIOD TO: 4/30/2011
 ARCHITECT'S PROJECT NO.: 0906

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE) RATE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD				
0000005	INDIRECT COSTS							
0000010	Insurances	\$12,405.00	\$12,405.00	\$0.00	\$0.00	\$12,405.00	\$0.00	\$0.00
0000020	Surety Bonds	\$13,725.00	\$13,725.00	\$0.00	\$0.00	\$13,725.00	\$0.00	\$0.00
0000030	Temporary Facilities	\$6,205.00	\$0.00	\$496.40	\$0.00	\$496.40	\$5,708.60	\$0.00
0000040	Temporary Fencing	\$5,000.00	\$0.00	\$5,000.00	\$0.00	\$5,000.00	\$0.00	\$0.00
0000050	General Conditions	\$9,487.00	\$0.00	\$758.96	\$0.00	\$758.96	\$8,728.04	\$0.00
0000060	Dump Fees	\$6,000.00	\$0.00	\$480.00	\$0.00	\$480.00	\$5,520.00	\$0.00
0000070	Supervision / Project Management	\$52,074.00	\$0.00	\$4,165.92	\$0.00	\$4,165.92	\$47,908.08	\$0.00
0000080	Final Cleaning	\$2,413.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,413.00	\$0.00
0000090	SUBTOTAL	\$107,309.00	\$26,130.00	\$10,901.28	\$0.00	\$37,031.28	\$70,277.72	\$0.00
0000120	DIRECT COSTS							
0000240	Surveying	\$1,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,000.00	\$0.00
0000250	Demolition	\$17,300.00	\$0.00	\$4,325.00	\$0.00	\$4,325.00	\$12,975.00	\$0.00
0000280	Earthwork	\$50,446.00	\$0.00	\$18,665.02	\$0.00	\$18,665.02	\$31,780.98	\$0.00
0000290	Site Furnishings	\$2,975.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,975.00	\$0.00
0000300	Concrete	\$67,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$67,000.00	\$0.00
0000310	Concrete - Rebar & Mesh	\$1,635.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,635.00	\$0.00
0000320	Masonry	\$76,825.00	\$0.00	\$0.00	\$0.00	\$0.00	\$76,825.00	\$0.00
0000330	Structural Metal	\$6,050.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,050.00	\$0.00
0000340	Rough Carpentry - Materials	\$35,100.00	\$0.00	\$0.00	\$0.00	\$0.00	\$35,100.00	\$0.00
0000350	Rough Carpentry	\$33,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$33,500.00	\$0.00
0000360	Pre-Fab Trusses	\$18,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$18,500.00	\$0.00
0000370	Cabinetry & Casework	\$35,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$35,000.00	\$0.00
0000380	Insulation	\$14,400.00	\$0.00	\$0.00	\$0.00	\$0.00	\$14,400.00	\$0.00
0000390	Roofing	\$73,800.00	\$0.00	\$0.00	\$0.00	\$0.00	\$73,800.00	\$0.00
0000400	EIFS Insulation & Finish Sys.	\$23,625.00	\$0.00	\$0.00	\$0.00	\$0.00	\$23,625.00	\$0.00
0000410	Joint Sealants	\$3,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,000.00	\$0.00
0000420	Doors/Frames & Hardware - Labor	\$1,200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,200.00	\$0.00
0000430	Doors & Hardware - Materials	\$10,310.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,310.00	\$0.00
0000440	Storefront	\$58,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$58,500.00	\$0.00
0000450	Drywall / Acoustics	\$46,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$46,500.00	\$0.00
0000460	Ceramic Tile	\$10,800.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,800.00	\$0.00

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CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 OF 2 PAGES

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification, is attached.
 In tabulations below, amounts are stated to the nearest dollar.
 Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO.: 00002
 APPLICATION DATE:
 PERIOD TO: 4/30/2011
 ARCHITECT'S PROJECT NO.: 0906

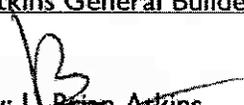
A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G ÷ C)	I BALANCE TO FINISH (C - G)	J RETAINAGE (IF VARIABLE) RATE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
0000470	Flooring	\$22,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$22,500.00	\$0.00
0000480	Painting	\$10,225.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$10,225.00	\$0.00
0000490	Specialties	\$14,650.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$14,650.00	\$0.00
0000500	Window Blinds	\$3,300.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$3,300.00	\$0.00
0000510	Fire Sprinklers - Wet/Dry	\$39,100.00	\$0.00	\$4,260.00	\$0.00	\$4,260.00	10.895	\$34,840.00	\$0.00
0000520	Plumbing	\$44,475.00	\$0.00	\$2,000.00	\$0.00	\$2,000.00	4.497	\$42,475.00	\$0.00
0000530	HVAC	\$110,000.00	\$0.00	\$15,437.00	\$0.00	\$15,437.00	14.034	\$94,563.00	\$0.00
0000540	Electrical - Subcontract	\$131,000.00	\$0.00	\$2,347.00	\$0.00	\$2,347.00	1.792	\$128,653.00	\$0.00
0000600	SUBTOTAL	\$982,718.00	\$0.00	\$47,034.02	\$0.00	\$47,034.02	4.886	\$915,681.98	\$0.00
		\$1,070,025.00	\$26,130.00	\$57,935.30	\$0.00	\$84,065.30	7.86%	\$985,959.70	\$0.00

**CONDITIONAL WAIVER AND RELEASE UPON
PROGRESS PAYMENT**

Upon receipt by the undersigned of a check from **The City of Payette** in the sum of **\$52,141.77** payable to **Atkins General Builders, Inc., dba KEPHA Construction** (Contractor) and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice, or bond right the undersigned has on the job of **City of Payette Library Addition / Remodel** (Owner) located at **24 South 10th Street Payette, Idaho 83661** (Location) for project (Job Description) **0906, Library Addition / Remodel** to the following extent. This release covers a progress payment for labor, services, equipment or material furnished to **Atkins General Builders, Inc., dba KEPHA Construction** through **April 30, 2011** (Date) only and does not cover any retentions retained before or after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment. Before any recipient of this document relies on it, said party should verify evidence of payment to the undersigned.

Dated: April 29, 2011

Atkins General Builders, Inc., dba KEPHA Construction

By:  L. Brian Atkins

Title: President

CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

M:\Documents\apps\PROJECTS\PROJECTS 2011\K100-11 Payette City Library\Payment Applications\Pay App #00002\KEPHA Conditional Waiver Progress K100-11-1.doc

**UNCONDITIONAL WAIVER AND RELEASE UPON
PROGRESS PAYMENT**

The undersigned has been paid and has received a progress payment in the sum of \$23,517.00 for labor, services, equipment, or material furnished to **Atkins General Builders, Inc. dba KEPHA Construction** on the job of **The City of Payette** (Owner) located at 24 S. 10th St. Payette, ID 83661 (Job Location) project, **K100-10, Payette Library Addition Remodel** (Job Description) and does hereby release any mechanic's lien, stop notice, or bond right that the undersigned has on the above referenced job to the following extent. This release covers a progress payment for labor, services, equipment, or materials furnished to; **The City of Payette**, through **April 30, 2011**, (Date) only and does not cover any retentions retained before or after the release date; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release.

Dated: April 29, 2011

Atkins General Builders, Inc.,
dba KEPHA Construction

By:  Brian Atkins

Title: President

State of: Idaho

County of: Canyon

Subscribed and sworn to before me

Notary Public: 

My Commission: 3/31/11

Expires: 3/31/11



NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.

CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

C:\DOCUME~1\SBullard\LOCALS~1\Temp\XP\grpwisc\KEPHA Unconditional Waiver Progress K100-11-2.doc

Atkins General Bldrs., Inc.dba KEPHA Construction

Job Cash Receipts

Detail Report

Page 1

Job	Job Name Description	Journal Reference	Date	Customer Id	Invoice#	App#	Amount	Tax
<u>K100-11</u>	Payette City Library Addition Payment	CR 4493	02/28/2011	<u>CTYPAYETID</u>	200100006	1	23,517.00	0.00
Job Totals							23,517.00	0.00

KEPHA Construction



3606 E. Newby Street – Nampa, Idaho 83687
 Phone: 208-461-2700 Facsimile: 208-461-2702

Bill To:

Name Ms. Mary Cordova
 Company City of Payette
 Address 700 Center Avenue
 City, State ZIP Payette, Idaho 83661
 Phone 208-642-6024

Architect:

Name Dion Zimmerman
 Company Gowland, Johannson, Zimmerman Architecture
 Address 400 South Main
 City, State ZIP Payette, Idaho 83661
 Phone 208-642-4452

INVOICE

DATE: 4/30/2011
INVOICE # K200-10-08

Job Number	Job Name	Contract Amount	Change Orders	Credits	Revised Amount
K200-10	City of Payette Rural Fire Station	\$1,666,311.00	\$18,896.80	\$0.00	\$1,685,207.80
Completed/Stored to Date					\$877,016.45
Retention					5.00%
Total Retention					\$43,850.82
Previously Paid					\$602,377.38
Due This Period					\$230,788.25

Copies to:

Owner ✓
 Architect ✓
 Contractor ✓

Please return a fully executed original to contractor - Thank you for you business!

TO OWNER: City of Payette
700 Center Avenue
Payette, Idaho 83661

PROJECT: Payette City/Rural Fire Station

APPLICATION NO: 00008

Distribution to:

FROM CONTRACTOR: Atkins General Builders, Inc.
3606 E. Newby Street
Nampa, Idaho 83687

VIA ARCHITECT: Gowland Johanson & Zimmermann

PERIOD TO: 4/30/2011
PROJECT NOS.: 1001

OWNER
 ARCHITECT
 CONTRACTOR

CONTRACT FOR:

400 South Main
Payette, Idaho 83661

CONTRACT DATE:

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 \$1,666,311.00
- 2. Net change by Change Orders \$18,896.80
- 3. CONTRACT SUM TO DATE (Line 1 ± 2) \$1,685,207.80
- 4. TOTAL COMPLETED & STORED TO DATE \$877,016.45
- 5. RETAINAGE:

- a. 5.000 % of Completed Work \$43,850.82
(Columns D + E on G703)
- b. 0 % of Stored Material \$0.00
(Column F on G703)

Total Retainage (Line 5a + 5b or Total in Columns I on G703) \$43,850.82

6. TOTAL EARNED LESS RETAINAGE \$833,165.63
(Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$602,377.38
(Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE \$230,788.25

9. BALANCE TO FINISH, INCLUDING RETAINAGE \$852,042.17
(Line 3 less Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$14,812.17	\$0.00
Total approved this Month	\$4,084.63	\$0.00
TOTALS	\$18,896.80	\$0.00
NET CHANGES by Change Order		\$18,896.80

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.
CONTRACTOR: Atkins General Builders, Inc.
By: [Signature] Date: 4/29/11

State of: _____
County of: _____
Subscribed and sworn to before me this _____
Notary Public: _____
My Commission expires _____



ARCHITECT'S CERTIFICATE FOR PAYMENT

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 \$0.00

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

ARCHITECT: Gowland Johanson, Zimmermann Arch
By: [Signature] Date: 05-05-11

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.

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification, is attached. In tabulations below, amounts are stated to the nearest dollar. Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO.: 00008
 APPLICATION DATE: 4/30/2011
 PERIOD TO: 1001
 ARCHITECTS PROJECT NO.: 1001

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C-G)	I RETAINAGE (IF VARIABLE) RATE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD				
00000005	INDIRECT COSTS							
0000010	Insurances	\$21,500.00	\$21,500.00	\$0.00	\$0.00	\$21,500.00	\$0.00	\$0.00
0000020	Bonds	\$18,500.00	\$18,500.00	\$0.00	\$0.00	\$18,500.00	\$0.00	\$0.00
0000030	General Conditions	\$15,000.00	\$5,700.00	\$2,100.00	\$0.00	\$7,800.00	\$7,200.00	\$0.00
0000040	Surveying	\$3,200.00	\$2,720.00	\$0.00	\$0.00	\$2,720.00	\$480.00	\$0.00
0000050	Roll Off Containers	\$11,150.00	\$4,237.00	\$1,561.00	\$0.00	\$5,798.00	\$5,352.00	\$0.00
0000060	Project Management/Supervision	\$64,050.00	\$24,339.00	\$8,967.00	\$0.00	\$33,306.00	\$30,744.00	\$0.00
0000070	Final Cleaning	\$6,100.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,100.00	\$0.00
0000075	SUBTOTAL	\$139,500.00	\$76,996.00	\$12,628.00	\$0.00	\$89,624.00	\$49,876.00	\$0.00
0000078	DIRECT COSTS							
0000080	Earthwork	\$190,061.00	\$123,539.65	\$13,842.00	\$0.00	\$137,381.65	\$52,679.35	\$0.00
0000090	Fences & Gates	\$4,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,000.00	\$0.00
0000100	Rebar & Wire Mesh	\$8,000.00	\$8,000.00	\$0.00	\$0.00	\$8,000.00	\$0.00	\$0.00
0000110	Concrete Accessories	\$2,000.00	\$2,000.00	\$0.00	\$0.00	\$2,000.00	\$0.00	\$0.00
0000120	Concrete	\$137,000.00	\$46,580.00	\$40,577.00	\$0.00	\$87,157.00	\$49,843.00	\$0.00
0000130	Concrete Staining/Sealing	\$2,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,000.00	\$0.00
0000140	Masonry	\$70,000.00	\$58,800.00	\$4,900.00	\$0.00	\$63,700.00	\$6,300.00	\$0.00
0000150	Structural Metals	\$20,000.00	\$13,600.00	\$0.00	\$0.00	\$13,600.00	\$6,400.00	\$0.00
0000160	Rough Carpentry - Materials	\$28,700.00	\$28,700.00	\$0.00	\$0.00	\$28,700.00	\$0.00	\$0.00
0000170	Rough Carpentry - Subcontract	\$37,000.00	\$18,740.00	\$18,260.00	\$0.00	\$37,000.00	\$0.00	\$0.00
0000180	Pre-Fab Trusses	\$41,500.00	\$41,500.00	\$0.00	\$0.00	\$41,500.00	\$0.00	\$0.00
0000190	Cabinets & Casework	\$23,350.00	\$0.00	\$0.00	\$0.00	\$0.00	\$23,350.00	\$0.00
0000200	Insulation	\$12,150.00	\$0.00	\$0.00	\$0.00	\$0.00	\$12,150.00	\$0.00
0000210	Metal Roofing	\$98,000.00	\$11,760.00	\$0.00	\$0.00	\$11,760.00	\$86,240.00	\$0.00
0000220	Joint Sealants	\$2,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,500.00	\$0.00
0000230	Doors & Hardware - Labor	\$4,000.00	\$780.00	\$0.00	\$0.00	\$780.00	\$3,220.00	\$0.00
0000240	Doors & Hardware - Materials	\$26,000.00	\$0.00	\$2,000.00	\$0.00	\$2,000.00	\$24,000.00	\$0.00
0000250	Overhead Doors	\$50,000.00	\$30,000.00	\$2,500.00	\$0.00	\$32,500.00	\$17,500.00	\$0.00
0000260	Storefront	\$31,200.00	\$9,984.00	\$21,216.00	\$0.00	\$31,200.00	\$0.00	\$0.00
0000270	Plastering	\$18,000.00	\$0.00	\$7,200.00	\$0.00	\$7,200.00	\$10,800.00	\$0.00
0000280	Drywall	\$41,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$41,000.00	\$0.00
0000290	Flooring	\$13,000.00	\$0.00	\$8,880.00	\$0.00	\$8,880.00	\$4,120.00	\$0.00

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CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification, is attached. In tabulations below, amounts are stated to the nearest dollar. Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO.: 00008
 APPLICATION DATE: 4/30/2011
 PERIOD TO: 1001
 ARCHITECT'S PROJECT NO.: 1001

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G÷C)	I BALANCE TO FINISH (C-G)	J RETAINAGE (IF VARIABLE) RATE
			FROM PREVIOUS APPLICATION (D + E)							
0000300	Painting	\$19,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$19,000.00	\$0.00
0000310	Specialties	\$31,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$31,500.00	\$0.00
0000320	Louvers & Vents	\$5,200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$5,200.00	\$0.00
0000330	Appliances	\$16,950.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$16,950.00	\$0.00
0000340	Fire Sprinklers	\$52,000.00	\$10,280.00	\$30,800.00	\$0.00	\$0.00	\$41,080.00	79.00%	\$10,920.00	\$0.00
0000350	Plumbing	\$74,000.00	\$29,600.00	\$12,475.00	\$0.00	\$0.00	\$42,075.00	56.85%	\$31,925.00	\$0.00
0000360	HVAC	\$197,400.00	\$35,532.00	\$35,761.00	\$0.00	\$0.00	\$71,293.00	36.11%	\$126,107.00	\$0.00
0000370	Electrical	\$273,300.00	\$76,524.00	\$30,898.00	\$0.00	\$0.00	\$107,422.00	39.30%	\$165,878.00	\$0.00
0000380	SUBTOTAL	\$1,526,811.00	\$545,919.65	\$230,307.00	\$0.00	\$0.00	\$776,226.65	50.84%	\$750,584.35	\$0.00
0000430	CHANGE ORDERS									
C000001	COR 00001	\$2,657.60	\$2,657.60	\$0.00	\$0.00	\$0.00	\$2,657.60	100.00%	\$0.00	\$0.00
C000002	COR00002, PCC 00001	\$12,154.57	\$8,508.20	\$0.00	\$0.00	\$0.00	\$8,508.20	70.00%	\$3,646.37	\$0.00
C000003	PCC 0003 Electrical / Masonry	\$4,084.63	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$4,084.63	\$0.00
C100000	SUBTOTAL	\$18,896.80	\$11,165.80	\$0.00	\$0.00	\$0.00	\$11,165.80	59.08%	\$7,731.00	\$0.00
		\$1,685,207.80	\$634,081.45	\$242,935.00	\$0.00	\$0.00	\$877,016.45	52.04%	\$808,191.35	\$0.00



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**CONDITIONAL WAIVER AND RELEASE UPON
PROGRESS PAYMENT**

Upon receipt by the undersigned of a check from **The City of Payette** in the sum of **\$230,788.25** payable to **Atkins General Builders, Inc., dba KEPHA Construction** (Contractor) and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice, or bond right the undersigned has on the job of **City of Payette Rural Fire Station** (Owner) located at **7th Avenue N and Highway 95** (Location) for project (Job Description) **1001, New Rural Fire Station** to the following extent. This release covers a progress payment for labor, services, equipment or material furnished to **Atkins General Builders, Inc., dba KEPHA Construction** through **April 30, 2011** (Date) only and does not cover any retentions retained before or after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment. Before any recipient of this document relies on it, said party should verify evidence of payment to the undersigned.

Dated: April 29th, 2011

Atkins General Builders, Inc., dba KEPHA Construction

By:  L. Brian Atkins

Title: President

CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

M:\Documents\apps\PROJECTS\PROJECTS 2010\K200-10 Payette City Rural Fire Station\Payment Applications\Pay App #00008\KEPHA Conditional Waiver Progress K200-10-8.doc

**UNCONDITIONAL WAIVER AND RELEASE UPON
PROGRESS PAYMENT**

The undersigned has been paid and has received a progress payment in the sum of **\$602,377.38** for labor, services, equipment, or material furnished to **Atkins General Builders, Inc. dba KEPHA Construction** on the job of **The City of Payette (Owner)** located at **7th Avenue and Highway 95, Payette, Idaho 83661** (Job Location) project, **K200-10, Payette City/Rural Fire Station** (Job Description) and does hereby release any mechanic's lien, stop notice, or bond right that the undersigned has on the above referenced job to the following extent. This release covers a progress payment for labor, services, equipment, or materials furnished to; **The City of Payette, through April 30, 2011**, (Date) only and does not cover any retentions retained before or after the release date; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release.

Dated: April 29th, 2011

Atkins General Builders, Inc.,
dba KEPHA Construction

By: L. Brian Atkins

Title: President

State of: Idaho

County of: Canyon

Subscribed and sworn to before me

Notary

Public: Stacey Bullard

My Commission

Expires: 3/30/13



NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.

CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

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Atkins General Bldrs., Inc.dba KEPHA Construction

Job Cash Receipts

Detail Report

Page 1

Job	Job Name Description	Journal Reference	Date	Customer Id	Invoice#	App#	Amount	Tax
<u>K200-10</u>	Payette City/Rural FireStation							
	Payment	CR 4007	10/28/2010	<u>CTYPAYETID</u>	20010001	1	38,000.00	0.00
	Payment	CR 4113	11/22/2010	<u>CTYPAYETID</u>	20010002	2	43,793.65	0.00
	Payment	CR 4155	12/09/2010	<u>CTYPAYETID</u>	20010003	3	97,843.31	0.00
	Payment	CR 4273	01/05/2011	<u>CTYPAYETID</u>	20010005	4	86,091.80	0.00
	Payment	CR 4406	02/10/2011	<u>CTYPAYETID</u>	20010009	5	14,379.68	0.00
	Payment	CR 4591	03/11/2011	<u>CTYPAYETID</u>	20010012	6	148,544.34	0.00
	Payment	CR 4781	04/22/2011	<u>CTYPAYETID</u>	20010007	7	173,724.60	0.00
						Job Totals	602,377.38	0.00