

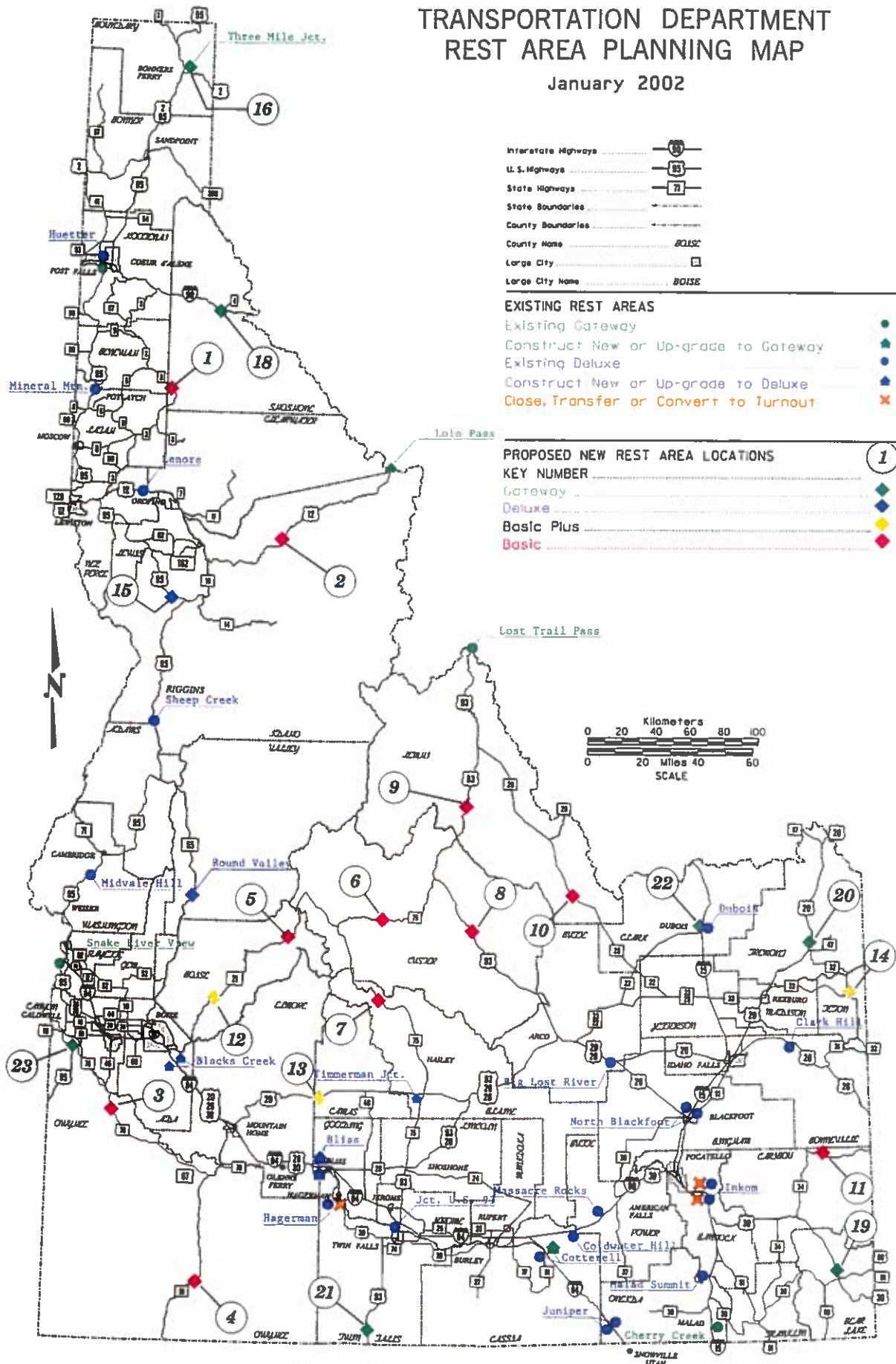
## IDAHO TRANSPORTATION BOARD

Exhibits #251 - #267

2002

EXHIBIT NUMBER	DATE	DESCRIPTION
251	1/2002	Rest Area Planning Map; January 2002
252	1/02	Routes Designated for Extra-Length Combinations
253	2/02	Letter to Idaho's House of Representatives opposing House Joint Resolution 3 relating to the right of eminent domain
254	3/02	Official Minute relinquishing portion of US-95 to City of Moscow FFY02 public transportation grant funding
255	3/02	FFY02 public transportation grant funding
256	3/02	Three-Year Airport Improvement Program
257	3/02	Final decision on claim appeal, Rose Road project
258	4/02	FY02-07 Forest Highway Program
259	5/02	Proposed advances: end-of-year changes to FY02 State Program
260	6/02	2010 Statewide Rural Functional Classification Update
261	7/02	2003 Proposed Legislative Ideas
262	8/02	Accounts to be written off ( over \$1,000)
263	8/02	FY03 Budget: Summary and Certification
264	8/02	FY02 Federal Highway Program prioritized project advances and redistribution request for additional obligation authority
265	10/02	Final decision on claim appeal, US-95 Goff Bridge
266	11/02	FY02 Certification of revenue and disbursement
267	11/02	Final decision on claim appeal, SH-25/SH-24 Cameron's Comer

## January 2002



# IDAHO STATE HIGHWAY SYSTEM ROUTES DESIGNATED FOR EXTRA-LENGTH COMBINATIONS

EXHIBIT 252



MAY 2001

## REGULATIONS OF THE IDAHO TRANSPORTATION BOARD

All extra-length vehicle combinations shall be controlled by special permit issued to the power unit and shall be subject to the requirements and conditions of Chapter 22 published on the reverse side of this map.

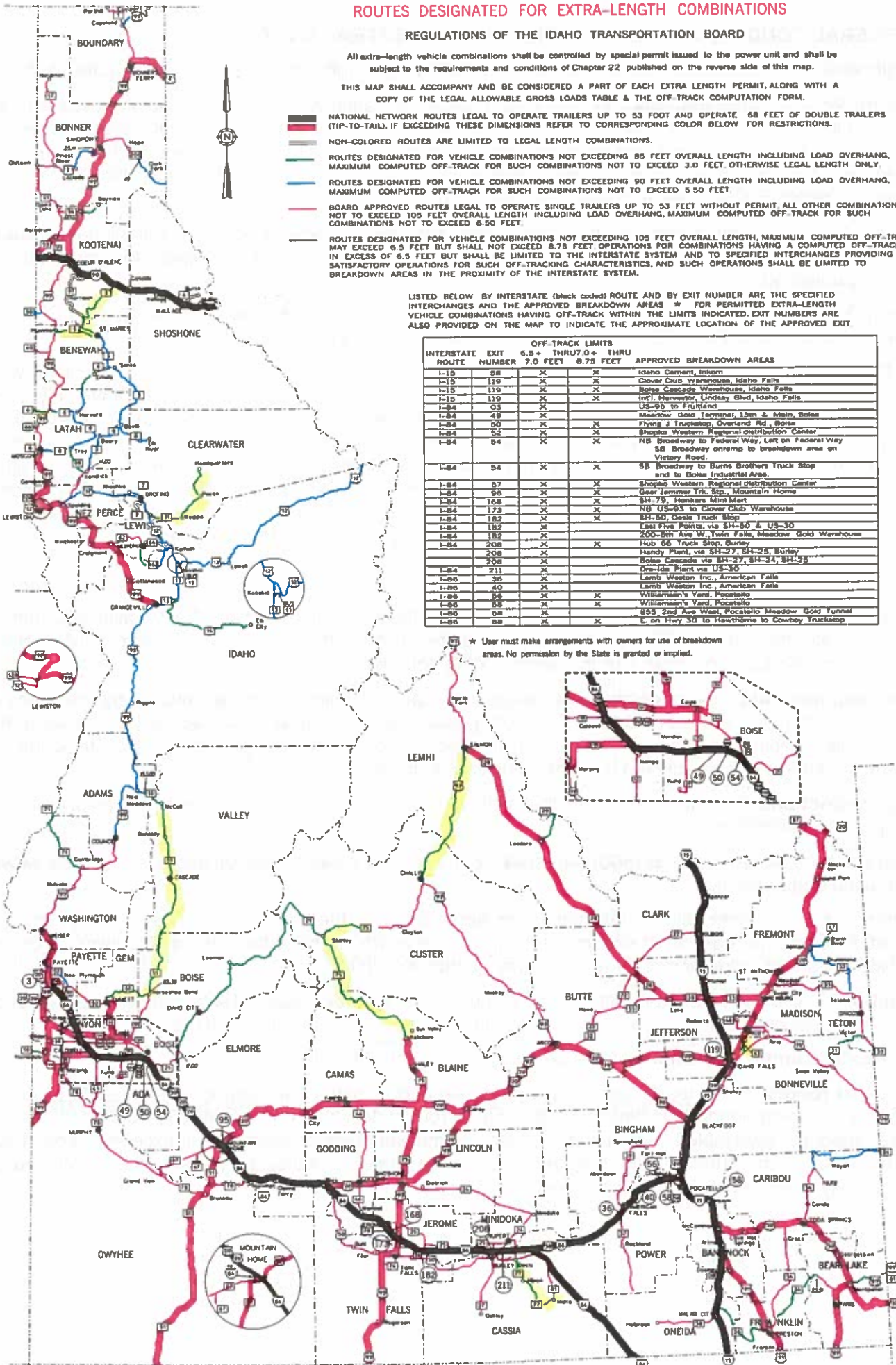
THIS MAP SHALL ACCOMPANY AND BE CONSIDERED A PART OF EACH EXTRA LENGTH PERMIT, ALONG WITH A COPY OF THE LEGAL ALLOWABLE GROSS LOADS TABLE & THE OFF-TRACK COMPUTATION FORM.

- NATIONAL NETWORK ROUTES LEGAL TO OPERATE TRAILERS UP TO 53 FEET AND OPERATE 68 FEET OF DOUBLE TRAILERS (TIP-TO-TAIL) IF EXCEEDING THESE DIMENSIONS REFER TO CORRESPONDING COLOR BELOW FOR RESTRICTIONS.
- NON-COLORED ROUTES ARE LIMITED TO LEGAL LENGTH COMBINATIONS.
- ROUTES DESIGNATED FOR VEHICLE COMBINATIONS NOT EXCEEDING 85 FEET OVERALL LENGTH INCLUDING LOAD OVERHANG, MAXIMUM COMPUTED OFF-TRACK FOR SUCH COMBINATIONS NOT TO EXCEED 3.0 FEET OTHERWISE LEGAL LENGTH ONLY.
- ROUTES DESIGNATED FOR VEHICLE COMBINATIONS NOT EXCEEDING 90 FEET OVERALL LENGTH INCLUDING LOAD OVERHANG, MAXIMUM COMPUTED OFF-TRACK FOR SUCH COMBINATIONS NOT TO EXCEED 5.50 FEET.
- BOARD APPROVED ROUTES LEGAL TO OPERATE SINGLE TRAILERS UP TO 53 FEET WITHOUT PERMIT, ALL OTHER COMBINATIONS NOT TO EXCEED 105 FEET OVERALL LENGTH INCLUDING LOAD OVERHANG, MAXIMUM COMPUTED OFF-TRACK FOR SUCH COMBINATIONS NOT TO EXCEED 6.50 FEET.
- ROUTES DESIGNATED FOR VEHICLE COMBINATIONS NOT EXCEEDING 105 FEET OVERALL LENGTH, MAXIMUM COMPUTED OFF-TRACK MAY EXCEED 6.5 FEET BUT SHALL NOT EXCEED 8.75 FEET OPERATIONS FOR COMBINATIONS HAVING A COMPUTED OFF-TRACK IN EXCESS OF 6.5 FEET BUT SHALL BE LIMITED TO THE INTERSTATE SYSTEM AND TO SPECIFIED INTERCHANGES PROVIDING SATISFACTORY OPERATIONS FOR SUCH OFF-TRACKING CHARACTERISTICS, AND SUCH OPERATIONS SHALL BE LIMITED TO BREAKDOWN AREAS IN THE PROXIMITY OF THE INTERSTATE SYSTEM.

LISTED BELOW BY INTERSTATE (black coded) ROUTE AND BY EXIT NUMBER ARE THE SPECIFIED INTERCHANGES AND THE APPROVED BREAKDOWN AREAS \* FOR PERMITTED EXTRA-LENGTH VEHICLE COMBINATIONS HAVING OFF-TRACK WITHIN THE LIMITS INDICATED. EXIT NUMBERS ARE ALSO PROVIDED ON THE MAP TO INDICATE THE APPROXIMATE LOCATION OF THE APPROVED EXIT

INTERSTATE ROUTE	EXIT NUMBER	OFF-TRACK LIMITS		APPROVED BREAKDOWN AREAS
		6.5+ THRU 7.0 FEET	THRU 7.0+ THRU 8.75 FEET	
I-15	58	X	X	Idaho Cement, Ingham
I-15	119	X	X	Clover Club Warehouse, Idaho Falls
I-15	119	X	X	Boise Cascade Warehouse, Idaho Falls
I-15	119	X	X	Int'l. Harvester, Lindsay Blvd, Idaho Falls
I-84	63	X	X	US-96 to Fruitland
I-84	49	X	X	Meadow Gold Terminal, 13th & Main, Boise
I-84	60	X	X	Phong J Truckstop, Overland Rd., Boise
I-84	62	X	X	Shogun Western Regional distribution Center
I-84	54	X	X	NB Broadway to Federal Way, Left on Federal Way SB Broadway onramp to breakdown area on Victory Road
I-84	54	X	X	SB Broadway to Burns Brothers Truck Stop and to Boise Industrial Area
I-84	67	X	X	Shogun Western Regional distribution Center
I-84	95	X	X	Deer Junction Yrk. Bp., Mountain Home
I-84	168	X	X	SH-75, Honsore Mini Mart
I-84	173	X	X	NB US-93 to Clover Club Warehouse
I-84	182	X	X	SH-50, Deale Truck Stop
I-84	182	X	X	East Five Points, via SH-50 & US-30
I-84	182	X	X	250-5th Ave W, Twin Falls, Meadow Gold Warehouse
I-84	208	X	X	Hib-56 Truck Stop, Burley
I-84	208	X	X	Handy Plant, via SH-27, SH-25, Burley
I-84	208	X	X	Boise Cascade via SH-27, SH-24, SH-25
I-84	211	X	X	Ore-Ida Plant via US-30
I-86	36	X	X	Lamb Weston Inc., American Falls
I-86	40	X	X	Lamb Weston Inc., American Falls
I-86	56	X	X	Williamson's Yard, Pocatello
I-86	58	X	X	Williamson's Yard, Pocatello
I-86	58	X	X	855 2nd Ave West, Pocatello Meadow Gold Terminal
I-86	58	X	X	E. on Hwy 30 to Hawthorne to Cowboy Truckstop

\* User must make arrangements with owners for use of breakdown areas. No permission by the State is granted or implied.



## 22.3 GENERAL CONDITIONS AND REQUIREMENTS FOR EXTRA-LENGTH

Extra-length vehicle combinations shall be subject to the following conditions, limitations, and requirements:

**Extra-Length Vehicle Combinations.** Vehicle combinations operating with an overall length in excess of the limits imposed in Section 49-1010, Idaho Code, shall consist of not more than four (4) units, shall not exceed one hundred five (105) feet overall and no such vehicle combination shall include more than three (3) cargo units except that a full truck and full trailer may have an overall length in excess of seventy-five (75) feet but not in excess of eighty-five (85) feet including load overhang.

**Power Unit.** The power unit of extra-length combinations shall have adequate power and traction to maintain a minimum of fifteen (15) miles per hour under normal operating conditions on any up-grade over which the combination is operated.

**Connecting Devices.** Fifth wheel, drawbar, and other coupling devices shall be as specified by Federal Motor Carrier Safety Regulations, Part 393, which shall be considered to be a part of this chapter.

**Weather Restrictions.** Extreme caution in the operation of an extra length vehicle shall be exercised when hazardous conditions such as those caused by snow, ice, sleet, fog, mist, rain, dust, or smoke adversely affect visibility or traction. The movement of vehicles by extra-length permit shall be prohibited and otherwise valid permits shall automatically become invalid enroute when travel conditions become hazardous due to ice, snow or frost; when visibility is restricted to less than five hundred (500) feet by fog, dust, smoke, smog, or other atmospheric conditions. Speed shall be reduced when such conditions exist. When conditions become sufficiently dangerous, the company or the operator shall discontinue operations and operations shall not be resumed until the extra length vehicle combination can be safely operated. The state may restrict or prohibit operations during periods when in the state's judgment traffic, weather, or other safety conditions make such operations unsafe or inadvisable.

**Trailer Weight Sequence.** In any extra-length combination, the respective loading of any trailer shall not be substantially greater than the weight of any trailer located ahead of it in the vehicle combination. (Substantially greater shall be defined as more than four thousand [4,000] pounds heavier.

**Insurance Requirements.** Every combination operated under this chapter shall be covered by insurance of not less than five hundred thousand dollars (\$500,000) combined single limit. The permittee or driver of the permitted vehicle combination shall carry in the vehicle evidence of insurance written by an authorized insurer to certify that insurance in this minimum amount is currently in force.

**Operating Restrictions.** Operators of all vehicle combinations governed by this chapter shall comply with the following operating restrictions:

A minimum distance of five hundred (500) feet shall be maintained between combinations of vehicles except when overtaking and passing.

Except when passing another vehicle traveling in the same direction, the combination shall be driven so as to remain at all times on the right hand side of the centerline of a two (2) lane, two (2) way highway, or on the right hand side of a lane stripe or marker of a highway of four (4) or more lanes.

**Tire Limitations.** All axles on extra-length vehicle combinations shall be equipped with four (4) tires except on the steering axle and on axles, which are in tandem axle groups, or other multiple axle groups.

**Routes for Extra-Length Operations.** Shall be designated in four (4) categories:

**a. Blue-coded routes** — Routes for combinations not exceeding ninety (90) feet in overall length including load overhang. An extra-length combination operating on routes designated for ninety (90) foot combinations shall be designed and assembled in a manner whereby its maximum off-tracking will not exceed five point five zero (5.50) feet on a one hundred sixty-five (165) foot radius when computed by the equation developed by Western Highway Institute (WHI) for computation of maximum vehicular off-track.

b. **Red-coded routes** — Routes for combinations of vehicles not exceeding one hundred five (105) feet in overall length including load overhang. An extra-length combination operating on routes designated for one hundred five (105) foot combinations shall be designed and assembled in a manner whereby its maximum off-tracking will not exceed six point five zero (6.50) feet on a one hundred sixty-five (165) foot radius when computed by the WHI equation.

c. **Black-coded routes** — Interstate system routes and specified interchanges providing access to approved breakdown areas located in close proximity to the Interstate system. An extra-length combination operating on routes in this category shall be designed and assembled in such a manner that its off-tracking may exceed six point five zero (6.50) feet but shall not exceed eight point seventy-five (8.75) feet when computed by the WHI equation. Specified interchanges providing access to approved breakdown areas are required to be used by combinations that exceed six point five zero (6.50) feet off-tracking. The specified interchanges will be authorized for either combinations in excess of six point five zero (6.50) feet off-tracking, but not in excess of seven (7) feet off-tracking, or for combinations in excess of seven (7) feet off-tracking but not in excess of eight point seventy-five (8.75) feet off-tracking.

d. **Green-coded routes** — Selected state highway routes for operation of an extra-length combination whereby its maximum off-tracking will not exceed three (3) feet on a one hundred sixty-five (165) foot radius when computed by the WHI equation and its overall length including load overhang does not exceed eighty-five (85) feet. Route approval shall be subject to analysis of pavement condition, bridge capacity, safety considerations, pavement width, curvature, traffic volumes and traffic operations.

## 22.4 OVERLEGAL PERMIT ATTACHMENTS AND REQUIREMENTS

**Permit Attachments.** All vehicles in extra-length operation shall be allowed to travel under the authority of overlegal permits issued to the power unit. A copy of this chapter shall accompany and shall be a part of all annual extra-length permits. An allowable gross loads table shall accompany and be referred to on the face of the permit. Extra-length operations shall be valid only on routes of the state highway system designated for such purposes as set forth on the extra length color coded map of designated routes which shall accompany the permit, and is available at the Overlegal Permit Office, Ports of Entry, and District Offices. Combination extra-length and excess weight permits are also available.

**Permit Requirements and Special Requirements.** Permits issued for operations of extra-length combinations shall be subject to the general requirements listed above, and to the following special conditions.

a. The operator of any extra-length combination which has an internal dimension between points of articulation of thirty (30) feet or more, or of any doubles combination which has an overall length of ninety (90) feet or more, or a combination which is authorized by restrictions of this chapter to operate on selected state highways, shall complete the Off-Track Computation form. The form will provide internal dimensions of the combination and computation of off-track as evidence of compliance with maximum off-track requirements specified for the designated route being traveled. The completed Off-Track Computation form, when required, shall be available for inspection by enforcement officers with the permit for the extra-length vehicle combination. When the Off-Track Computation form is required, the permit shall be invalid until the form is completed and available for inspection.

b. Extra-length permits shall become automatically invalid subject to conditions cited in Chapter 23.

## 22.5 EXCEEDING ALLOWED LENGTH AND/OR OFF-TRACK LIMITATIONS

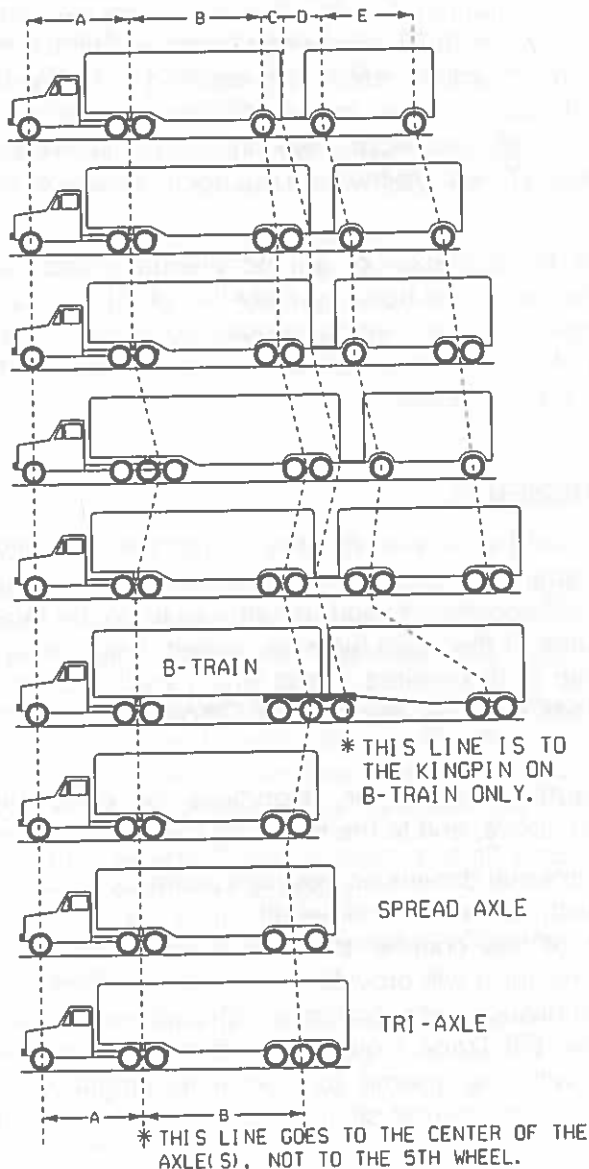
Extra-length vehicle combinations apprehended for exceeding allowed length and/or off-track limitations as set forth in this chapter shall be subject to the following course of action:

The vehicle combination will be escorted by the apprehending officer to the first safe parking location; and

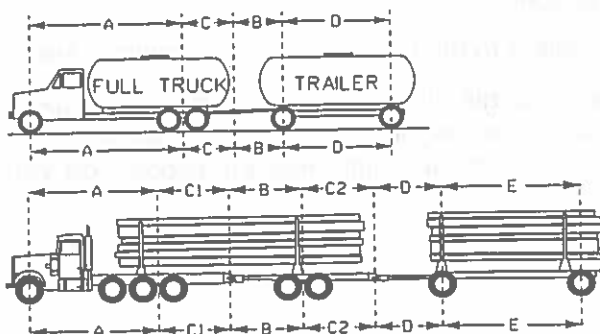
The driver of the extra length vehicle combination will be issued a single trip, one (1) day permit via a specified route to the nearest permitted route. The condition of this permit shall require an advance pilot/escort vehicle to escort the extra-length vehicle combination, and the pilot/escort vehicle shall meet the pilot/escort vehicle requirements as set forth in Chapter 12.

## OFF-TRACK COMPUTATION FORM

THIS FORM SHALL BE COMPLETED AND ACCOMPANY THE EXTRA-LENGTH PERMIT FOR ANY EXTRA-LENGTH COMBINATION WHICH HAS AN INTERNAL DIMENSION BETWEEN POINTS OF ARTICULATION OF 30 FEET OR MORE, OR OF ANY DOUBLES COMBINATION WHICH HAS AN OVERALL LENGTH OF 90 FEET OR MORE, OR A COMBINATION WHICH IS AUTHORIZED BY CHAPTER 22, (GREEN CODED ROUTES) OR FOR THE EXTRA-LENGTH COMBINATION WITH DOUBLE STINGER STEER, PERMIT GOOD FOR ALL STATE HIGHWAYS. REFER TO THE SKETCHES OF DOUBLES COMBINATIONS BELOW AND ENTER THE APPROPRIATE INTERNAL DIMENSIONS IN THE SPACES PROVIDED. FOLLOW STEPS (1) THROUGH (18) TO COMPUTE MAXIMUM OFF-TRACK BASED ON A VEHICLE COMBINATION WITH ITS STEERING AXLE CENTERED ON A 165-FOOT RADIUS CURVE. THE COMPUTED OFF-TRACK WILL BE THE RADIUS TO THE INSIDE FRONT WHEEL OF THE STEERING AXLE MINUS THE RADIUS TO THE INSIDE OF THE REAR AXLE OF THE COMBINATION.  $R = 165 - 4 = 161$



IF VEHICLE OR VEHICLE COMBINATION HAS A SELF-STEERING VARIABLE LOAD SUSPENSION LIFT AXLE(S) (VLS) DO NOT USE THIS AXLE WHEN MEASURING FOR OFF-TRACK. IF LIFT AXLE IS NOT SELF-STEERING THEN USE THAT AXLE WHEN MEASURING FOR OFF-TRACK. SEE IDAHO CODE 49-1001 (11) FOR VLS AXLE REQUIREMENTS.



USE THESE DECIMAL EQUIVALENTS INSTEAD OF INCHES:

1 IN. = .08 FT.	7 IN. = .58 FT.
2 IN. = .17 FT.	8 IN. = .67 FT.
3 IN. = .25 FT.	9 IN. = .75 FT.
4 IN. = .33 FT.	10 IN. = .83 FT.
5 IN. = .42 FT.	11 IN. = .92 FT.
6 IN. = .50 FT.	12 IN. = 1.0 FT.

(1) A = \_\_\_\_\_ FT. (6)  $A^2 =$  \_\_\_\_\_

(2) B = \_\_\_\_\_ FT. (7)  $B^2 =$  \_\_\_\_\_

(3A) C1 = \_\_\_\_\_ FT.

\* (3B) C2 = \_\_\_\_\_ FT.

(4) D = \_\_\_\_\_ FT. (8)  $D^2 =$  \_\_\_\_\_

(5) E = \_\_\_\_\_ FT. (9)  $E^2 =$  \_\_\_\_\_

(10) ADD (6) (7) (8) & (9) = \_\_\_\_\_

(11)  $R^2 = 161^2 =$  25,921.00

(12A)  $C1^2 =$  \_\_\_\_\_

\* (12B)  $C2^2 =$  \_\_\_\_\_

(13) ADD (11) AND (12 A&B) = \_\_\_\_\_

(14) ENTER (10) = \_\_\_\_\_

(15) SUBTRACT (14) FROM (13) = \_\_\_\_\_\*

(16) R = 161.00

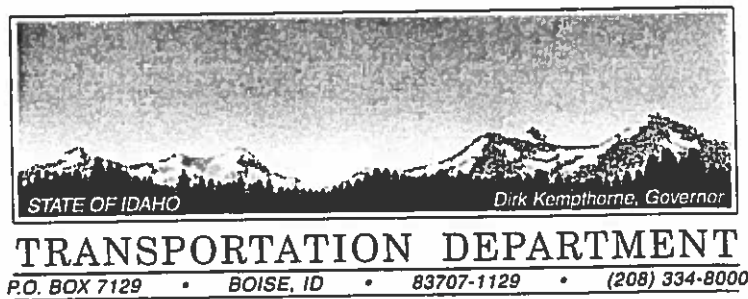
(17) SQUARE ROOT OF (15) = \_\_\_\_\_

(18) OFF-TRACK =  $161 - (17) =$  \_\_\_\_\_

\* IF (15) IS LESS THAN 24,180 OFF-TRACK IS GREATER THAN 5.5, MAXIMUM FOR BLUE ROUTES. IF (15) IS LESS THAN 23,870 OFF-TRACK IS GREATER THAN 6.5 MAXIMUM FOR RED ROUTES. IF (15) IS LESS THAN 23,716 OFF-TRACK IS GREATER THAN 7.0.

IF ASSISTANCE IS REQUIRED IN THE COMPUTATION OF MAXIMUM OFF-TRACK, MEASURE THE INTERNAL DIMENSIONS AND CALL (208) 334-8420 - INTERSTATE OR (800) 662-7133 - INTRASTATE.

\* \* ONLY REQUIRED WHEN FIGURING OFF-TRACK FOR 85 FOOT COMBINATION WITH DOUBLE STINGER STEER.



BCC: BOARD  
 SB  
 DIR  
 MADIR  
 HDA  
 ASDA  
 TPA  
 MVA  
 PTA  
 AA  
 BPIRM  
 MABPIR (2)  
 TLPS

February 21, 2002

House of Representatives  
 Idaho State Legislature  
 State Capital Building  
 P.O. Box 83720  
 Boise, Idaho 83720-0038

Re: HJR 03

Dear Representative:

The proposed constitutional amendment in HJR 03 provides that a compensable taking will occur when any action by a government agency restricts or impairs the use or value of real property. Under the broad language of the proposal, the Idaho Transportation Department (ITD) will be required to compensate property owners affected by the enforcement of the existing state statutes that require the Department to regulate the operation of the state highways. The impact of the proposed amendments is a matter of grave concern to the Idaho Transportation Board.

Under current law on takings, the Department engages in a balancing process between private property rights and the public safety and welfare in the regulatory actions which the Department takes to assure the safe and efficient operation of the transportation systems. The proposed amendment would eliminate this balancing process which has its historical roots in the due process clauses of the federal and state constitutions.

The language of this proposal creates two primary areas of concern for the Department which will have significant negative impacts upon Transportation Department operations. The first primary area of concern is that the current language does not limit the taking to those properties that are specially and directly affected by ITD's projects. There is a long-standing concept in eminent domain law that those impacts from government actions that are experienced by the community as a whole, are not a taking and are not compensable. When a property owner is affected in a special and direct way, which is distinct in nature and extent from the community as a whole, they are entitled to compensation.

Continued...

House of Representatives

February 21, 2002

Page 2

Under the current language of HJR 03, any property owner who can establish that, by way of example, noise or light from a highway reduces the value of his property will be entitled to compensation. Thus, rather than only those property owners that are specially and directly affected by being adjacent to the highway right-of-way being entitled to compensation, entire neighborhoods or communities would potentially have taking claims.

The second area of concern is that the current language does not recognize that the use of the "police powers" that ITD must employ to regulate the operation of the highways for the health, safety, and general welfare of the public is not a proper basis for a takings claim. The power to regulate the use of the public right-of-way comes from the state constitution and existing statutes, and is essential to the safe operation of a transportation system.

Under the current language of HJR 03, any owner of a business property that can establish that, by way of example, ITD's regulation of the traffic flows by installation of a median so that traffic coming from both directions on the highway may not enter his property is reducing the value of his property and will be entitled to compensation.

We urge you to consider these impacts upon the Idaho Transportation Department's ability to deliver a safe and efficient transportation system and to oppose this proposed amendment.

Respectfully,



CHARLES L. WINDER

Chairman, Idaho Transportation Board

cc: Governor Kempthorne  
Attorney General Lance

## OFFICIAL MINUTE

## Transfer of Real Property to the City of Moscow

NO. \_\_\_\_\_  
AT THE REQUEST OF: Idaho Dept of Transp.  
DATE & HOUR: 10:43 AM 4.1.02  
SUSAN PETERSEN  
LATAH COUNTY RECORDER  
FEE \$ 0 BY S. Chapman  
AB 7129 BOLSE ID 8560999

WHEREAS, a portion of former US 95 right-of-way within the city of Moscow is no longer essential as a part of the State Highway System with the completion of project NH-4114(062), all as shown in Exhibit "A" attached hereto; and

WHEREAS, the city of Moscow has requested transfer of the former US 95 right-of-way to the city in a letter dated February 14, 2002 and described in the Legal Description Exhibit "B", attached hereto.

THEREFORE BE IT RESOLVED, that the former portion of US 95 right-of-way in the city of Moscow be removed from the State Highway System and relinquished to the city of Moscow effective April 1, 2002. Coincident with said removal, all jurisdiction, control, and interest of the state in and to said section of former US 95, including rights-of-way appurtenant thereto, all as shown on Exhibits "A" and "B" attached hereto, are relinquished to the city of Moscow as its interest may appear.

## RECOMMEND:

marker  
TRA

## APPROVED:

[Signature]  
State Highway Administrator

## APPROVED AS TO FORM:

Petrick W. Fanning  
Legal Counsel

2-26-02

Date

## IDAHO TRANSPORTATION BOARD

Charles L. Winter  
Chairman

John E. Corbo  
Vice-chairman

[Signature]  
Member

John W. McHugh  
Member

Neil Miller  
Member

[Signature]  
Member

[Signature]  
Member

[Signature]  
Member

On this 13<sup>th</sup> day of March, 2002 before me the undersigned, a Notary Public in and for said State, personally appeared Charles L. Winder, John X. Combo, Bruce Sweeney, John McHugh, Monte C. McClure, Gary Blick, Neil Miller, known to me to be the Chairman, Vice Chairman, and Members, respectively, of the Idaho Transportation Board of the State of Idaho, which Idaho Transportation Board executed the within instrument, and acknowledged to me that the said Idaho Transportation Board of the State of Idaho executed the same for the State of Idaho.

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



*Dore S. Higgins*  
Notary Public for Idaho  
Residing in Boise, Idaho

**Commission Expires 8-16-03**

LEGAL DESCRIPTION  
FOR QUITCLAIM DEED

EXHIBIT B

Project No. NH-4114 (062)  
Parcel Nos. 1,2,3,5  
Parcel ID. No. 0038696, 0038697, 0038698, 0038700  
Key No. C02483  
10/01/01

Land situated in Latah County

A parcel of land situated in the SE $\frac{1}{4}$  NE $\frac{1}{4}$  NE $\frac{1}{4}$  the NE $\frac{1}{4}$  SE $\frac{1}{4}$  NE $\frac{1}{4}$  of Section 18, Township 39 North, Range 5 West and also the SW $\frac{1}{4}$  SW $\frac{1}{4}$  NW $\frac{1}{4}$  and the NW $\frac{1}{4}$  SW $\frac{1}{4}$  NW $\frac{1}{4}$  of Section 17, Township 39 North, Range 5 West, described as follows, to wit:

Commencing at the Northeast Corner of Section 18, Township 39 North, Range 5 West, Boise Meridian,

Thence South 0°54'38" West along the east section line of Section 18 a distance of 1188.35 feet, to a point, and being the **REAL POINT OF BEGINNING**.

Thence South 0°54'38" West along the east section line of Section 18 a distance of 540.40 feet, to a point;

Thence South 34°57'37" West – 65.85 feet, to a point;

Thence North 1°07'12" East – 630.09 feet, to a point;

Thence South 43°37'24" East – 49.29 feet to a point, and being the **REAL POINT OF BEGINNING**.

The area above described contains approximately 0.4796 acres.

**And Also,**

Commencing at the Northwest Corner of Section 17, Township 39 North, Range 5 West, Boise Meridian,

Thence South 0°54'38" West along the west section line of Section 17 a distance of 1188.35 feet, to a point, and being the **REAL POINT OF BEGINNING**.

Thence South 0°54'38" West along the west section line of Section 17 a distance of 540.40 feet, to a point;

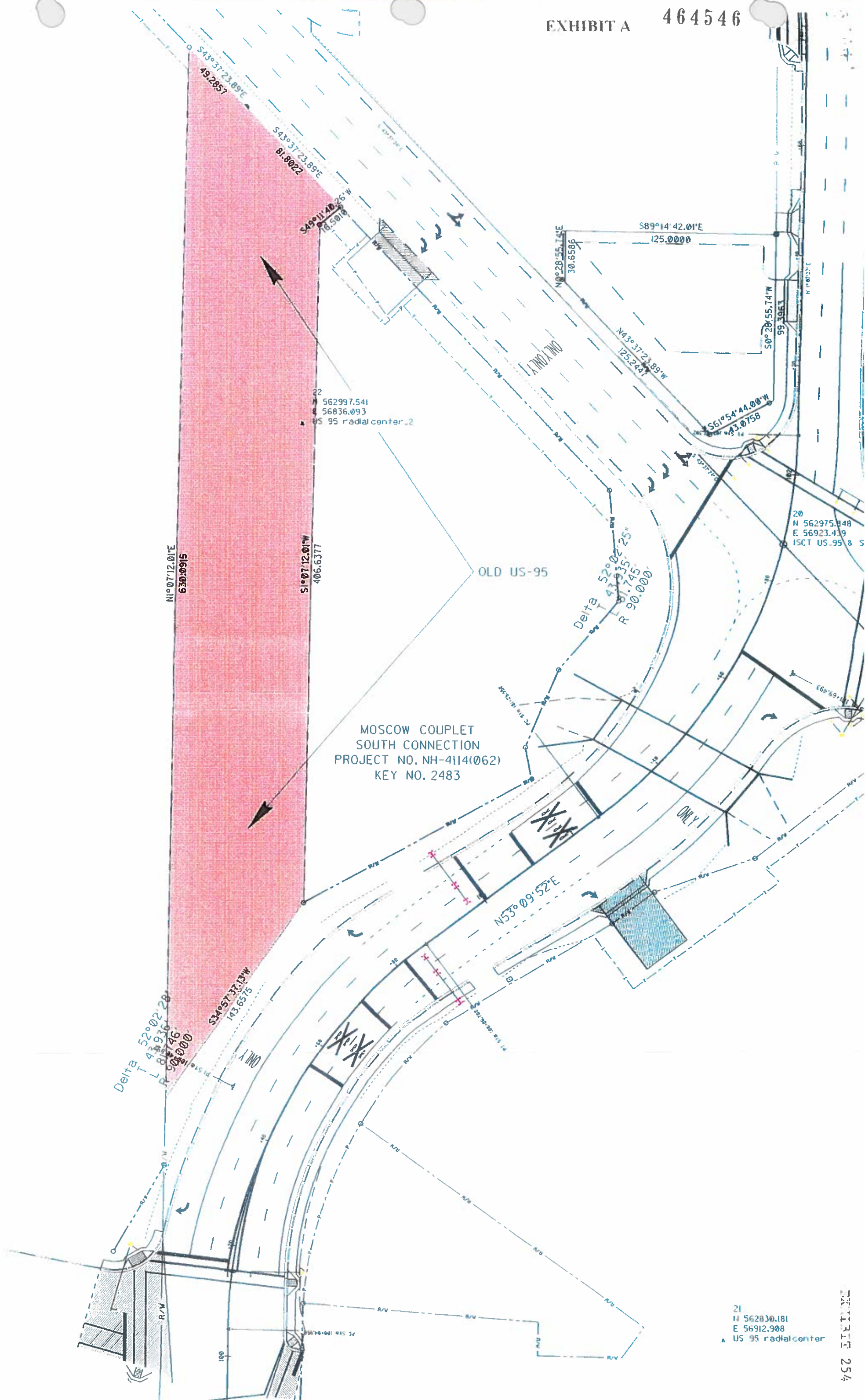
Thence North  $34^{\circ}57'37''$  East – 77.81 feet, to a point;

Thence North  $1^{\circ}07'12''$  East – 406.64 feet, to a point;

Thence North  $49^{\circ}11'40''$  East – 16.50 feet, to a point;

Thence North  $43^{\circ}37'24''$  West – 81.80 feet to a point, and being the **REAL POINT OF BEGINNING.**

The area above described contains approximately 0.4972 acres.



## **FY02 PUBLIC TRANSPORTATION GRANT PROGRAM SUMMARY**

### **PROJECTS PREVIOUSLY APPROVED THROUGH STIP & OTHER ACTIONS**

<b>Section 5303 &amp; PL Funds (Consolidated Planning)</b>	<b>FTA</b>	<b>PL</b>	<b>\$1,200,202</b>
Community Planning Association	\$134,393	\$603,148	\$737,541
Bannock Planning Organization	\$43,150	\$182,802	\$225,952
Bonneville Metro Planning Organization	\$45,109	\$191,600	\$236,709
	<b>\$222,652</b>	<b>\$977,550</b>	
<b>Section 5307: Urbanized Area Formula Program*</b>			<b>\$3,303,509</b>
Boise	\$2,021,464		
Pocatello	\$557,390		
Idaho Falls	\$724,655		

<b>Section 5309: Discretionary Capital Program*</b>	<b>\$3,447,777</b>
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Ada Cty Highway District	Van Pool Vehicles	\$230,656
Boise City -- VIA Trans --	Transit Vehicles	\$829,190
Boise State University --	Transit Capital Improvements	\$97,917
Latah County	Transit Vehicles	\$146,531
City of Lewiston	Transit Facilities	\$361,672
College of Southern Idaho	Transit Vehicles	\$109,639
Ketchum/Sun Valley	Transit Facilities & Vehicles	\$635,770
Nez Perce Tribe	Transit Facilities	\$195,489
Canyon County	Bus Facility	\$586,812
City of Pocatello	Transit Vehicles	\$254,101

\*Grants administered directly by FTA -- Funds are not included in ITD Budgets

<b>State Administration</b>	<b>\$370,262</b>
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Section 5313: Statewide Planning	\$58,493
Section 5310: Elderly and Disabled (10% of grant)	\$43,198
Section 5311: Rural Transportation (15% of grant)	\$268,571

<b>Section 5311(b): Rural Technical Assistance Program (RTAP)</b>	<b>\$80,150</b>
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<b>Section 5314: Intelligent Transportation Systems</b>	<b>\$100,000</b>
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### **PROJECTS RECOMMENDED FOR BOARD ACTION**

<b>Section 5310: Elderly and Persons with Disabilities Program</b>	<b>\$388,785</b>
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<b>Section 5311: Rural and Intercity Formula Program</b>	<b>\$1,521,901</b>
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Section 5311(f): Intercity Program	\$268,571
Section 5311: Rural Formula Program	\$1,253,330

<b>Vehicle Investment Program</b>	<b>\$312,000</b>
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<b>TOTAL PROGRAM</b>	<b>\$10,724,586</b>
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# Y 2002 Public Transportation Division Recommendations

Recipient		Rural Public Transportation			Elderly and Persons with Disabilities		
		Base	Intercity	Purchase Service	Capital	VIP	Total
District 1	North Idaho Community Express Valley Vista Care Corp - St Maries <i>Totals</i>	\$193,925 \$33,000 \$226,925	\$30,000 \$30,000		\$37,737 \$20,000 \$57,737	\$22,263 \$22,263	\$283,925 \$53,000 \$336,925
District 2	Valley Transit Valley Transit (Category B) Council on Aging - COAST <i>Totals</i>	\$63,963 \$63,963 \$127,926	\$26,560 \$26,560 \$53,120		\$13,313 \$20,000 \$13,313	\$28,287 \$28,287	\$132,123 \$90,523 \$20,000 \$242,646
District 3	Treasure Valley Transit Commuters Bus Garden City Sr. Center Canyon City Org on Aging-Caldwell Nampa Council on Aging Senior Solutions <i>Totals</i>	\$437,289 \$60,000 \$437,289	\$60,000	\$50,000 \$24,000 \$74,000	\$20,000 \$4,800 \$77,214	\$40,000 \$23,506 \$20,000 \$83,506	\$547,289 \$60,000 \$45,920 \$50,000 \$4,800 \$24,000 \$732,009
District 4	Ketchum /SunValley Transit Blaine County CSI - TRANS IV Buses Valley Vista Care Corp - Rupert Living Ind. Network (Category B) West End Senior Center - Buhl <i>Totals</i>	\$30,000 \$21,876 \$134,771 \$20,000 \$206,647	\$44,281	\$39,475 \$39,475	14800 \$14,800	\$30,000 \$30,000	\$30,000 \$21,876 \$179,052 \$20,000 \$39,475 \$44,800 \$335,203
District 5	City of Pocatello Public Transit Dept S. E. ID Comm. Action Agency New Day Products (SWIFT) <i>Totals</i>	\$117,077 \$117,077	\$22,400 \$22,400	\$18,000 \$18,000	\$27,480 \$27,480	\$44,000 \$10,000 \$54,000	\$183,477 \$37,480 \$18,000 \$238,957
District 6	C.A.R.T. Inc <i>Totals</i>	\$137,466 \$137,466	\$58,770 \$58,770		\$46,686 \$46,686	\$16,114 \$16,114	\$259,036 \$259,036
<b>Totals</b>		\$1,253,330	\$268,571	\$151,475	\$237,310	\$234,170	\$2,144,856
<b>PROGRAM TOTALS</b>		<b>\$1,521,901</b>		<b>\$388,785</b>			
Unallocated VIP Funds						\$77,830 \$312,000	\$2,222,686

**IDAHO TRANSPORTATION DEPARTMENT - DIVISION OF AERONAUTICS**  
**IDAHO AIRPORT AID PROGRAM 2003-2005**  
**FY 2003**

PRIMARY SERVICE AIRPORTS		FAA, AERONAUTICS AND LOCAL FUNDING			
LOCATION	IMPROVEMENT DESCRIPTION	TOTAL	FAA	LOCAL	STATE
BOISE	Construct New Terminal Building (Phase 1), Rehabilitate Air Carrier Apron and Install Security Software Upgrade.	\$ 5,358,353	\$ 4,822,518	\$ 430,835	\$ 105,000
HAILEY	Modify Terminal Access Road And Expand Terminal Apron	\$ 1,111,111	\$ 1,000,000	\$ 81,111	\$ 30,000
IDAHO FALLS	Repair & Overlay East & West General Aviation Aprons; Crack & Slurry Seal Runway 17/35; Modify Access Road	\$ 1,589,022	\$ 1,430,120	\$ 113,902	\$ 45,000
LEWISTON	Construct Runway Safety Area & Remove Obstructions - Ph 4	\$ 1,111,111	\$ 1,000,000	\$ 81,111	\$ 30,000
MOSCOW-PULLMAN	Extend Safety Area Runway 5/23; Rehabilitate Terminal Apron	\$ 2,025,000	\$ 1,822,500	\$ 172,500	\$ 30,000
POCATELLO	Acquire Snow Removal Broom, Grade Primary Surface For Runway 3/21 And Construct Taxiway Hold Apron At Runway 3	\$ 1,280,556	\$ 1,152,500	\$ 98,056	\$ 30,000
TWIN FALLS	Rehabilitate Northwest Apron, Extend Taxiway D And Construct Hangar Taxiways	\$ 1,111,111	\$ 1,000,000	\$ 81,111	\$ 30,000
SUBTOTAL		\$ 13,586,264	\$ 12,227,638	\$ 1,058,626	\$ 300,000
					\$ 300,000

GENERAL AVIATION AIRPORTS		FAA, AERONAUTICS AND LOCAL FUNDING			
LOCATION	IMPROVEMENT DESCRIPTION	TOTAL	FAA	LOCAL	STATE
ARCO	Non-Primary Entitlement - Project Undefined	\$ 166,667	\$ 150,000	\$ 8,333	\$ 8,333
BEAR LAKE	Rehabilitate Apron, Taxiway, Runway 10-28 and Runway 16-34	\$ 1,111,111	\$ 1,000,000	\$ 55,556	\$ 55,556
BLACKFOOT	Construct Holding Aprons And Rehabilitate Taxiways	\$ 333,333	\$ 300,000	\$ 16,667	\$ 16,667
BONNERS FERRY	Rehabilitate and Extend Runway and Install Runway Lights	\$ 134,444	\$ 121,000	\$ 6,722	\$ 6,722
BUHL	Runway Overlay	\$ 77,556	\$ 69,800	\$ 3,878	\$ 3,878
BURLEY	Non-Primary Entitlement - Project Undefined	\$ 166,667	\$ 150,000	\$ 8,333	\$ 8,333
CALDWELL	Construct Taxiways West Side - Phase 3 (Partial)	\$ 984,074	\$ 867,667	\$ 48,204	\$ 48,204
CASCADE	Non-Primary Entitlement - Project Undefined	\$ 47,333	\$ 42,600	\$ 2,367	\$ 2,367
CHALLIS	Non-Primary Entitlement - Project Undefined	\$ 166,667	\$ 150,000	\$ 8,333	\$ 8,333
COEUR d'ALENE	Extend Parallel Taxiway, Construct Taxiway & Terminal Apron	\$ 1,311,111	\$ 1,180,000	\$ 65,556	\$ 65,556
COUNCIL	Non-Primary Entitlement - Project Undefined	\$ 166,667	\$ 150,000	\$ 8,333	\$ 8,333
DRIGGS	Acquire Land And Construct Apron	\$ 333,333	\$ 300,000	\$ 16,667	\$ 16,667
GOODING	Non-Primary Entitlement - Project Undefined	\$ 53,664	\$ 48,325	\$ 2,685	\$ 2,685
GRANGEVILLE	Non-Primary Entitlement - Project Undefined	\$ 124,963	\$ 112,487	\$ 6,248	\$ 6,248
HOMEDALE	Non-Primary Entitlement - Project Undefined	\$ 14,444	\$ 13,000	\$ 722	\$ 722
JEROME	Non-Primary Entitlement - Project Undefined	\$ 135,136	\$ 121,622	\$ 6,757	\$ 6,757
KELLOGG	Non-Primary Entitlement - Project Undefined	\$ 150,667	\$ 135,600	\$ 7,533	\$ 7,533
McCALL	Non-Primary Entitlement - Project Undefined	\$ 166,667	\$ 150,000	\$ 8,333	\$ 8,333
MOUNTAIN HOME	Expand Apron, Install REIL's Windcone, Perimeter Fence and Gates	\$ 879,901	\$ 791,911	\$ 43,995	\$ 43,995
NAMPA	Construct East Apron & Taxiway (Phase 3)	\$ 1,166,667	\$ 1,050,000	\$ 58,333	\$ 58,333
OROFINO	Non-Primary Entitlement - Project Undefined	\$ 87,778	\$ 79,000	\$ 4,389	\$ 4,389
PRESTON	Non-Primary Entitlement - Project Undefined	\$ 55,778	\$ 50,200	\$ 2,789	\$ 2,789
PRIEST RIVER	Non-Primary Entitlement - Project Undefined	\$ 127,778	\$ 115,000	\$ 6,389	\$ 6,389
REXBURG	Non-Primary Entitlement - Project Undefined	\$ 166,667	\$ 150,000	\$ 8,333	\$ 8,333
ST. MARIES	Non-Primary Entitlement - Project Undefined	\$ 138,889	\$ 125,000	\$ 6,944	\$ 6,944
SALMON	Non-Primary Entitlement - Project Undefined	\$ 166,667	\$ 150,000	\$ 8,333	\$ 8,333
SANDPOINT	Acquire Land; Relocate Parallel Taxiway	\$ 800,000	\$ 720,000	\$ 40,000	\$ 40,000
SUBTOTAL		\$ 9,214,658	\$ 8,293,192	\$ 460,733	\$ 460,733
			\$ 8,293,192		\$ 460,733

GENERAL AVIATION AIRPORTS		AERONAUTICS AND LOCAL FUNDING			
LOCATION	IMPROVEMENT DESCRIPTION	TOTAL	FAA	LOCAL	STATE
CAREY	Compressor	\$ 6,000		\$ 600	\$ 5,400
COTTONWOOD	Overlay Runway & Taxiways	\$ 248,765		\$ 80,865	\$ 167,800
NEZ PERCE	Airport Layout Plan, Acquire Land	\$ 103,247		\$ 10,125	\$ 93,122
RIGBY	Rehabilitate Runway	\$ 150,000		\$ 37,500	\$ 112,500
VARIOUS	Inventory Restock/Small Projects				\$ 19,445
SUBTOTAL		\$ 508,012		\$ 109,745	\$ 398,267
					\$ 398,267
FAA, AERONAUTICS AND LOCAL - GRAND TOTALS		\$ 23,308,934	\$ 20,520,830	\$ 1,829,104	\$ 1,159,000
					\$ 1,159,000

- The projects and amounts presented here are based on an FAA-AIP GA State Entitlement of \$ 8,293,192 and a total Aeronautics (IAAP) program of \$ 1,159,000.
- Specific projects and amounts are dependant upon the availability of funds at all levels and actual development needs.
- Idaho has 27 GA Airports that qualify for a small FAA grant each year. The Division of Aeronautics assists with the local match for each grant. Projects described as "Non-Primary Entitlement - Project Undefined" indicate that the actual work scope is under development or that the funds are being 'carried-over' to a subsequent year to allow for a larger, more appropriate project.

**IDAHO TRANSPORTATION DEPARTMENT - DIVISION OF AERONAUTICS**  
**IDAHO AIRPORT AID PROGRAM 2003-2006**  
**FY 2004**

PRIMARY SERVICE AIRPORTS		FAA, AERONAUTICS AND LOCAL FUNDING			
LOCATION	IMPROVEMENT DESCRIPTION	TOTAL	FAA	LOCAL	STATE
BOISE	Expand Terminal Building, Expand Snow Removal Equipment Building, Acquire Land, Construct Cargo Apron, Acquire Snow Removal Equipment, Extend TW 'B', Rehabilitate Air Carrier Apron and Rehabilitate Electrical Vault.	\$ 3,698,604	\$ 3,328,744	\$ 264,860	\$ 105,000
HAILEY	Acquire Snow Removal Equipment	\$ 722,222	\$ 650,000	\$ 42,222	\$ 30,000
IDAHO FALLS	Rehabilitate Air Carrier Apron and Taxiway 'B', Rehabilitate Runway 17/35 and Remove Obstructions	\$ 3,300,000	\$ 2,970,000	\$ 285,000	\$ 45,000
LEWISTON	Rehabilitate Runway 8/26	\$ 1,366,667	\$ 1,230,000	\$ 108,667	\$ 30,000
MOSCOW-PULLMAN	Slurry Seal Runway	\$ 586,111	\$ 527,500	\$ 28,611	\$ 30,000
POCATELLO	Rehabilitate Runway 18/34	\$ 1,666,667	\$ 1,500,000	\$ 138,667	\$ 30,000
TWIN FALLS	Extend Taxiway 'D' and Rehabilitate Taxiway 'B'.	\$ 2,944,444	\$ 2,650,000	\$ 264,444	\$ 30,000
SUBTOTAL		\$14,284,716	\$ 12,856,244	\$ 1,128,472	\$ 300,000

GENERAL AVIATION AIRPORTS		FAA, AERONAUTICS AND LOCAL FUNDING			
LOCATION	IMPROVEMENT DESCRIPTION	TOTAL	FAA	LOCAL	STATE
BONNERS FERRY	Acquire Land and Easements, Remove or Light Obstructions and Construct Parallel Taxiway.	\$ 463,682	\$ 417,314	\$ 23,184	\$ 23,184
CALDWELL	Acquire Development Land and Conduct Relocations.	\$ 1,474,840	\$ 1,327,176	\$ 73,732	\$ 73,732
COEUR d' ALENE	Acquire Snow Removal Equipment and Construct T-Hangars Taxiways	\$ 572,111	\$ 514,900	\$ 28,606	\$ 28,606
DRIGGS	Acquire Land, Expand Apron and Utilities and Construct Holding Apron	\$ 451,667	\$ 406,500	\$ 22,583	\$ 22,583
GOODING	Install Fence, MIRL and TW Reflectors, Construct Parallel Taxiway and T-Hangar Taxiways, Improve Safety Area and Rehabilitate GA Apron, Taxiways and Runway	\$ 1,279,136	\$ 1,151,222	\$ 63,957	\$ 63,957
NAMPA	Acquire Land	\$ 205,556	\$ 185,000	\$ 10,278	\$ 10,278
SANDPOINT	Install Perimeter Fence, Construct Hangar Taxiways, Rehabilitate Apron and Seal Coat Runway	\$ 617,744	\$ 555,970	\$ 30,887	\$ 30,887
WEISER	Rehabilitate Runway and Taxiway, Reconstruct Apron, Install Fencing, PAPI's and REIL's	\$ 539,909	\$ 485,918	\$ 26,995	\$ 26,995
SUBTOTAL		\$ 5,604,444	\$ 5,044,000	\$ 280,222	\$ 280,222

GENERAL AVIATION AIRPORTS		AERONAUTICS AND LOCAL FUNDING			
LOCATION	IMPROVEMENT DESCRIPTION	TOTAL	FAA	LOCAL	STATE
CAREY	Install Runway Lighting	\$ 30,000		\$ 7,755	\$ 22,245
CRAIGMONT	Pave Parking and Tiedown Area	\$ 38,000		\$ 3,800	\$ 34,200
EMMETT	Reconstruct Parallel Taxiway	\$ 132,000		\$ 33,000	\$ 99,000
MACKAY	Chip Seal, Fog Seal and Mark Pavements and Relocate and Mark Helispot	\$ 47,500		\$ 7,300	\$ 40,200
PAYETTE	Install Perimeter Fence	\$ 29,244		\$ 14,622	\$ 14,622
ROCKFORD	Improve Runway Grade and Apply BST to Tie-Down Area	\$ 28,000		\$ 11,000	\$ 17,000
SANDPOINT	Remove Obstruction, Ext Runway Lights	\$ 12,000		\$ 8,000	\$ 6,000
WEISER	Install Coded Gate; Acquire Unicorn Radio	\$ 12,600		\$ 3,150	\$ 9,450
MALAD	Rehabilitate Pavements, Reseed and Mark Runway 7/25, Install PAPI's Runway 16 & 34 and Construct Runway 16 Turn Around and Helipad	\$ 184,800		\$ 46,200	\$ 138,600
MIDVALE	Reconstruct Runway (Phase 1)	\$ 79,630		\$ 7,963	\$ 71,667
DOWNNEY	Crack Sealing and Marking	\$ 5,881		\$ 3,201	\$ 2,680
MOUNTAIN HOME	500 sq. ft. Addition to the Terminal Building	\$ 40,000		\$ 20,000	\$ 20,000
ST. ANTHONY	Install Card Operated Fueling and PAPI's and Seal Coat Pavements	\$ 90,000		\$ 9,000	\$ 81,000
VARIOUS	Inventory Restock and Small Projects				\$ 22,134
SUBTOTAL		\$ 729,635		\$ 150,857	\$ 578,778

<b>FAA, AERONAUTICS AND LOCAL - GRAND TOTALS</b>	<b>\$20,618,795</b>	<b>\$ 17,900,244</b>	<b>\$ 1,559,551</b>	<b>\$ 1,159,000</b>
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• The projects and amounts presented here are based on an FAA-AIP GA State Entitlement of \$ 5,044,000 and a total Aeronautics (IAAP) program of \$ 1,159,000.

• Specific projects and amounts are dependant upon the availability of funds at all levels and actual development needs.

**IDAHO TRANSPORTATION DEPARTMENT - DIVISION OF AERONAUTICS**  
**IDAHO AIRPORT AID PROGRAM 2003-2005**  
**FY 2005**

PRIMARY SERVICE AIRPORTS		FAA, AERONAUTICS AND LOCAL FUNDING			
LOCATION	IMPROVEMENT DESCRIPTION	TOTAL	FAA	LOCAL	STATE
BOISE	Rehabilitate Taxiway 'A' and 'M', Extend Taxiway 'B' and Acquire Security Equipment	\$ 2,408,203	\$ 2,167,383	\$ 135,820	\$ 105,000
HAILEY	Apply PFC on Runway	\$ 722,222	\$ 650,000	\$ 42,222	\$ 30,000
IDAHO FALLS	Expand Southwest GA Apron	\$ 1,700,000	\$ 1,530,000	\$ 125,000	\$ 45,000
LEWISTON	Acquire Snow Removal Equipment and Rehabilitate Taxiways	\$ 555,556	\$ 500,000	\$ 25,556	\$ 30,000
MOSCOW-PULLMAN	Install Taxiway Edge Lighting System and Construct Parking Lot	\$ 555,556	\$ 500,000	\$ 25,556	\$ 30,000
POCATELLO	Construct Parallel Taxiway to Runway 16/34	\$ 1,666,667	\$ 1,500,000	\$ 136,667	\$ 30,000
TWIN FALLS	Rehabilitate Northwest Taxiways	\$ 305,556	\$ 275,000	\$ 556	\$ 30,000
<b>SUBTOTAL</b>		<b>\$ 7,913,759</b>	<b>\$ 7,122,383</b>	<b>\$ 491,376</b>	<b>\$ 300,000</b>
					<b>\$ 300,000</b>

GENERAL AVIATION AIRPORTS		FAA, AERONAUTICS AND LOCAL FUNDING			
LOCATION	IMPROVEMENT DESCRIPTION	TOTAL	FAA	LOCAL	STATE
BURLEY	Install Windscreens, Taxiway Reflectors and Taxiway Lights and Construct Taxiway 'A'	\$ 233,400	\$ 210,060	\$ 11,670	\$ 11,670
CALDWELL	Construct Eastside Access Road and Partial Parallel Taxiway and Rehabilitate Runway	\$ 805,951	\$ 725,356	\$ 40,298	\$ 40,298
COEUR d' ALENE	Extend Parallel Taxiway 'F' and Construct Taxiway and ARFF Building	\$ 940,778	\$ 846,700	\$ 47,039	\$ 47,039
DRIGGS	Acquire Land	\$ 688,889	\$ 620,000	\$ 34,444	\$ 34,444
NAMPA	Acquire Land	\$ 599,407	\$ 539,466	\$ 29,970	\$ 29,970
REXBURG	Rehabilitate Runway and Improve Runway 17 Safety Area	\$ 605,556	\$ 545,000	\$ 30,278	\$ 30,278
SANDPOINT	Improve Parallel Taxiway	\$ 1,100,556	\$ 990,500	\$ 55,028	\$ 55,028
VARIOUS	Development and Planning Projects Not Yet Programmed	\$ 629,909	\$ 568,918	\$ 31,495	\$ 31,495
<b>SUBTOTAL</b>		<b>\$ 5,604,444</b>	<b>\$ 5,044,000</b>	<b>\$ 280,222</b>	<b>\$ 280,222</b>
			<b>\$ 5,044,000</b>		<b>\$ 280,222</b>

GENERAL AVIATION AIRPORTS		AERONAUTICS AND LOCAL FUNDING			
LOCATION	IMPROVEMENT DESCRIPTION	TOTAL	FAA	LOCAL	STATE
CAREY	Acquire Land and House in the Safety Area	\$ 100,000		\$ 10,000	\$ 90,000
EMMETT	Overlay Runway	\$ 186,000		\$ 41,500	\$ 124,500
ST. ANTHONY	Install Card Operated Fueling and PAPI's and Seal Coat Pavements	\$ 90,000		\$ 9,000	\$ 81,000
KAMIAH	Repair Pilot Lounge and Runway lights and Install Runup Pads, Fuel Pumps and Security Fence (Phase 1)	\$ 102,600		\$ 39,322	\$ 63,278
VARIOUS	Inventory Restock and Small Projects				\$ 20,000
<b>SUBTOTAL</b>		<b>\$ 458,600</b>		<b>\$ 79,822</b>	<b>\$ 378,778</b>
					<b>\$ 378,778</b>

<b>FAA, AERONAUTICS AND LOCAL - GRAND TOTALS</b>	<b>\$ 13,976,803</b>	<b>\$ 12,166,383</b>	<b>\$ 851,420</b>	<b>\$ 959,000</b>
				<b>\$ 959,000</b>

- The projects and amounts presented here are based on FAA-AIP GA State Entitlement of \$ 5,044,000 and a total Aeronautics (IAAP) program of \$ 959,000.
- Specific projects and amounts are dependant upon the availability of funds at all levels and actual development needs.

UNFUNDED STATE/LOCAL PROJECTS		AERONAUTICS AND LOCAL FUNDING			
LOCATION	IMPROVEMENT DESCRIPTION	TOTAL	FAA	LOCAL	STATE
AMERICAN FALLS	Runway Fabric and Overlay	\$ 162,250		\$ 40,563	\$ 121,687
KAMIAH	Security Fence (Phase 2)	\$ 102,600		\$ 88,600	\$ 14,000
MIDVALE	Pave Runway (Phase 2)	\$ 107,000		\$ 10,700	\$ 96,300
NEZ PERCE	Install Medium Intensity Runway Lighting (MIRL) System	\$ 30,000		\$ 3,000	\$ 27,000
PRIEST LAKE	Pave Runway and Install MIRL	\$ 320,000		\$ 32,000	\$ 288,000
<b>UNFUNDED TOTAL PROJECTS</b>		<b>\$ 721,850</b>		<b>\$ 174,863</b>	<b>\$ 546,987</b>

## IDAHO NON-PRIMARY ENTITLEMENTS: AIR-21

<u>Airport</u>	<u>FY 2003</u>
Arco -----	150,000
Bear Lake County	137,620
Blackfoot	150,000
Bonner's Ferry-----	121,000
Buhl	69,800
Burley	150,000
Caldwell -----	150,000
Cascade	42,600
Challis	150,000
Coeur d'Alene -----	150,000
Council	150,000
Driggs	150,000
Gooding -----	48,324
Homedale	13,000
Grangeville	112,467
Jerome-----	121,622
Lemhi County	150,000
McCall	150,000
Mountain Home -----	127,793
Nampa	150,000
Orofino	79,000
Preston -----	50,200
Priest River	115,000
Rexburg	150,000
Sandpoint-----	150,000
Shoshone County	135,600
St. Maries	125,000
<b>TOTAL</b>	<b>\$3,249,026</b>

## BEFORE THE IDAHO TRANSPORTATION BOARD

## STATE OF IDAHO

In the Matter of:	)	
	)	
The Claim of Idaho Construction Company	)	
v. The Idaho Transportation Department	)	FINAL DECISION
on the Rose Road Underpass, Rose Road	)	
MP 2, and Rose-Firth Road Projects	)	
ER-15-2(060)96, ER-7711(101), &	)	
ER 1837(100)	)	
_____	)	

**I. PRIOR PROCEEDINGS**

This matter involves an administrative appeal from the decision of the Chief Engineer denying the above mentioned consolidated claims. This appeal is taken to the Board under Standard Specification §105.17 which is a part of the contract for the construction of these projects. The Board received this appeal from the contractor, Idaho Construction Company (ICC), on October 8, 2001. The Board appointed Mr. P. Craig Storti to serve as a hearing officer for the Board, to receive evidence from ICC and the Idaho Transportation Department (ITD) on the claims, and submit findings and a recommended decision to the Board. A hearing was held before the hearing officer on January 7, 2002. The hearing officer issued his findings and recommended decision on February 14, 2002, and thereafter transmitted the recommended decision, as well as the record of the documentary evidence submitted at the hearing, and a tape recording of the hearing to the Board.

This matter came before the Board for review and issuance of a final decision on March 14, 2002 at a regularly scheduled meeting of the Board. The Board having reviewed the record

and the findings of the hearing officer, and being fully advised in the matter, now renders its final decision on the appeal of this claim.

## **II. FACTUAL FINDINGS**

The Board adopts as its own the findings of the hearing officer as set forth in the recommended decision dated February 14, 2002, a copy of which decision is attached as Exhibit A and incorporated herein by this reference.

## **III. CONCLUSIONS OF LAW**

Based upon the foregoing findings, it is the Conclusion of the Board that:

1. ICC has not established entitlement to additional compensation for the purchase and installation of the expansion joints on the project.
2. ICC has not established entitlement to a time extension on the contract as a result of the delay in the supply of the girders.
3. ICC has not established that it is entitled to a time extension on the contract as a result of the offer by ITD of a fourteen day time extension on the contract, which offer was withdrawn by ITD prior to its acceptance by ICC and after the completion of the contract, where the record shows that ITD allowed ICC a full opportunity to accept the fourteen day time extension, but ICC declined to do so.
4. ICC has established that it is entitled to the waiver of any penalties for disincentives imposed by ITD as a result of the fact that ICC finished the project four days after the contractual completion date.
5. ICC has established entitlement to other damages which it may have incurred in relying upon the offer by ITD of a fourteen day time extension on the contract, which offer was withdrawn by ITD prior to its acceptance by ICC and after the completion of the contract, but

ICC did not adequately substantiate or quantify any such damages in the hearing before the hearing officer or in its documentary submittals.

## VI. DECISION

Any penalties for disincentives imposed by ITD against ICC as a result of the fact that ICC finished the project four days after the contractual completion date are waived, and to the extent that any such penalties have been withheld from ICC, ITD shall pay such sums to ICC.

The claims of ICC to compensation for the purchase and installation of the expansion joints, and for compensation based upon a time extension on the contract as a result of the delay in the supply of the girders, or as a result of ITD's offer of a fourteen day time extension on the contract are denied.

DATED this 14<sup>th</sup> day of March, 2002.



CHARLES L. WINDER  
Chairman, Idaho Transportation Board

CERTIFICATE OF MAILING

I HEREBY CERTIFY that on the 20<sup>th</sup> day of March, 2002, I caused a true and correct copy of the above and within FINAL DECISION to be mailed by first class mail, postage prepaid , to:

Robert Dickerson  
Idaho Construction Company  
3779 North 3400 East  
Kimberly, Idaho 83341

Idaho Transportation Department  
P.O. Box 7129  
Boise Idaho 83707-1129

Dee S. Higgins

## DECISION OF DISPUTE REVIEW BOARD

### IDAHO CONSTRUCTION COMPANY AND IDAHO TRANSPORTATION DEPARTMENT

Rose Road Underpass, Rose Road MP 2, and Rose-Firth Road Project ER-15-2(060)96,  
ER-7711(101), & ER-1837(100)

#### A. INTRODUCTION

1. General Statement of Dispute. This matter involves a dispute between the Idaho Transportation Department ("ITD") and Idaho Construction Company ("ICC") arising out of work performed by ICC, as general contractor, on the above-referenced projects (hereinafter the Rose Road Project).

This dispute involves two claims by ICC for additional compensation:

(1) ICC claims that it had to supply and install strip seal expansion joints as part of the bridge erection on the Project, which expansion joints were not called for by the specifications, and thus were not included in ICC's bid. More specifically, ICC contends that the specifications were unclear and did not adequately specify the strip seal expansion joints; hence, the required installation of such expansion joints constituted a change from the contract scope bid upon by ICC.

(2) ICC contends that it is entitled to a time extension of 51 days as a result of an unavoidable delay in obtaining girders for the Rose Road Project from its supplier, Eagle Precast. ICC asserts that this delay was outside the control of the contractor, and constituted an unusual market condition (an area-wide shortage of material). Under pertinent provisions of §108.06 of the Idaho Transportation Department Standards Specifications for Highway Construction (1999) (the "ITD Standards Specifications"), ICC contends either circumstance would allow ICC an

EXHIBIT NO.

A

extension of time. In this case, if an extension of time of as much as thirty-five days is granted, ICC would be entitled to incentive compensation at the rate of \$4000 per day, up to a maximum of \$139,775. There are a number of sub-issues tied into the time extension claim, including: (a) whether ICC has proven entitlement to any time extension as a result of the girder supply delay; (b) if ICC is so entitled, whether ICC has established critical path delays of a specific number of days; (c) whether in any event ICC is entitled to a 14-day time extension based on the fact that ITD initially granted such time extension and then withdrew it; (d) whether ICC is entitled to damages resulting from its reliance on having been initially granted the 14-day time extension and having that time extension withdrawn, and, (e) if no time extension is justified, whether ITD is entitled to impose disincentive penalties, pursuant to the contract, against ICC as a result of its late finish on the Project.

2. Procedural History of Protest and Appeal. There is no dispute between the parties that ICC has satisfied the contractual requirements of the contract for making the two claims. Appropriate notice was provided of both claims, and appropriate submittals were made. ICC has appealed the denial of both claims, and for a period of time, the appeals on each claim proceeded on different paths. On March 6, 2000, the resident engineer denied the expansion joint claim, and ICC appealed to the chief engineer on March 7, 2000. On January 31, 2000, the resident engineer denied ICC's claim for the girder delivery for the time extension due to girder delivery delay, and that decision was appealed to the ITD chief engineer on February 9, 2000. The chief engineer denied the time extension claim on April 17, 2000, and the expansion joint claim on May 1, 2000. ICC appealed both decisions to the ITD Board, pursuant to the Contract.

On or about May 25, 2000, the two claims issues were combined for purposes of the appeal. From that time until September 12, 2001, the parties exchanged correspondence and ICC

continued to present additional information on both issues, both in meetings with ITD, and in letters to ITD.<sup>1</sup> On September 12, 2001, ITD reaffirmed the finding of no entitlement on the original issues, but found entitlement on a new issue related to the delay claim, namely that ICC had established that it had a good faith belief that ICC would be afforded a 14-day time extension on the girder delay issue, and thus would be entitled to damages incurred in reliance on such belief. On October 8, 2001, ICC responded to ITD's September 12 letter, with the request that this matter go to a hearing officer. I was then appointed Dispute Review Board Hearing Officer for purposes of reviewing the matter, conducting a hearing, and issuing this decision.

3. Dispute Review Board Procedures and Conditions. Pursuant to the agreement of the parties, and as a condition of ICC's appeal to the ITD, this Dispute Review Board decision is non-binding. It constitutes a recommendation to the ITD Board, which Board will decide ICC's appeal. This decision is based on the law, as I understand it, applied to the facts presented to me, by way of preliminary and post-hearing submittals, and at the evidentiary hearing in this matter. This decision will also contain comments, which I believe are pertinent, on the equities of the parties' positions. These comments are offered in large part because the parties may find themselves finally resolving their dispute in an arbitration if this contractual appeal process does not resolve the issues satisfactorily. Such arbitration would be governed by the Construction Industry Rules of the American Arbitration Association. In an arbitration, the arbitration panel

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<sup>1</sup> To further explain the passage of more than a year from May 2000 to September 2001, it should be noted that ICC first utilized the services of a law firm in this matter and then determined to discontinue legal representation. The parties also appeared to reach a settlement which was not consummated, and additionally held meetings as a result of which ITD's Chief Engineer issued a supplemental decision on September 12, 2001.

will have latitude to consider the equities and to render a decision which is "fair and just" so long as it does not "wantonly disregard the law."

The procedures utilized in this Dispute Review Board included:

- (a) A pre-hearing telephone conference which was held on November 14, 2001.
- (b) The pre-hearing statements of position and submittal of relevant documents, which occurred on or before December 7, 2001.
- (c) An evidentiary hearing held which was held on January 7, 2001, at which the parties were allowed to present testimony and submit additional documentary evidence. The Dispute Review Board officer maintained a tape-recorded record of the proceedings. All of the documentary exhibits and the tape-recorded hearing transcript are part of the record herein, and will be submitted to the Idaho Transportation Board, when requested by the Board or by ICC.
- (d) After the hearing, both parties were afforded the opportunity to supplement the record with additional exhibits or information, which submittals were due no later than January 14, 2002. Any rebuttal submittals were required by January 18, 2002. ICC submitted additional documents in the form of SureTrak Manager Schedule updates, and a payroll history which totaled double-time and time-and-a-half overtime hours and dollars paid on the Project during the period after June 1, 1999 to the end of the Project. ITD submitted no rebuttal documentation and the hearing was deemed closed on January 18, 2002.

## **B. SUMMARY OF DECISION**

ICC's claim for additional compensation on the expansion joints is denied. The contract documents clearly alerted ICC that expansion joints were part of the contract scope of work. Although the plans are, per ICC, confusing and erroneous in part, any ambiguity in the plans is patent and obvious. As such, ICC was obliged to clarify the ambiguity prior to bid, or to bid at

its peril. ICC did make an inquiry about the expansion joints, but elected not to include the cost in its bid. ICC is not entitled to additional compensation for the purchase and installation of the expansion joints.

The time extension claim is more complex. Based on the record, I find that ICC has not established entitlement to a time extension for the girder supply delay. In short, the fact that Eagle Precast, ICC's supplier, was delayed in providing the girders does not satisfy the contractual requirements for a time extension. There is no persuasive evidence that the delay in girder supply was the result of unique market conditions (*i.e.*, ICC did not establish an area-wide shortage in girders). The apparent fact that Eagle Precast was delayed in producing girders because of delays and changes in other projects, including ITD projects, does not give ICC recourse against ITD on the Rose Road Project, unless ITD interfered with ICC's ability to perform the Project. There is no evidence that ITD did in fact act in a way as to constitute active interference with ICC's ability to procure the needed girders. In fact, ICC's recourse is against its supplier, Eagle Precast. Further, these delays by ICC's subcontractors do not constitute delays "beyond the contractor's control" within the meaning of the terms of the Contract, (ITD Standard Specifications for Highway Construction, 1999, §108.06).

This is not the end of the matter, however, because ITD did in fact initially indicate a willingness to grant a 14-day time extension, and in fact offered a change order to this effect after the completion of construction. ITD then changed its decision and withdrew the offer. As a result, questions exist as to the impact of that withdrawal. At a minimum, and as noted by ITD, ICC should be allowed compensation for any damages it incurred in reliance on ITD's representation that ICC would be given a 14-day extension. On the record before me, it is clear that at least ICC should be relieved of any disincentive penalties imposed by ICC as a result of

the fact that ICC finished the Project 4 days after the contractual completion date.<sup>2</sup> ICC may well have sustained other damages in reliance on ITD's representation, but ICC did not adequately substantiate or quantify those damages at the hearing. Finally, it may be that an arbitration panel might find the 14-day time extension to be the appropriate and just result under all the circumstances, which would entitle ICC to incentive damages of \$40,000.<sup>3</sup>

### C. STRIP SEAL EXPANSION JOINTS CLAIM

1. Statement of Facts. In pertinent part, the Rose Road Project involves replacing the former Rose Road Underpass in Bingham County, Idaho, and rebuilding the Rose Road approaches to the new structures. The Project was bid in May of 1999 and completed on November 19, 1999.

After the contract was awarded, ICC gave notice of intent to claim, as work outside the scope of the contract, the cost of supplying and installing strip seal expansion joints. By letter dated November 17, 1999, ICC timely provided final cost figures and supporting invoices to complete its claim submittal. The amount claimed totaled \$12,843.47.

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<sup>2</sup> ICC completed construction on November 19, 1999. Documents in the record specify the contract completion date (without any time extension for girder delay) first as November 14, then the completion date was reset as November 15, 1999. For purposes of this appeal, the contract completion date, without consideration of the girder delay, is November 15, 1999.

<sup>3</sup> As will be explained later in this opinion, if ICC were to be awarded a 14-day time extension for the girder delay, this would put the contract completion date at November 28, 1999. Based upon an actual completion date of November 19, 1999, ICC would be entitled to 9 days of incentive compensation at \$4,000 per day. ITD made a subsequent adjustment in the contract completion date, extending it from November 14 to November 15, 1999 because of the calculation of an additional holiday (November 11, 1999). Thus, this additional holiday day would extend the contract completion date to November 29, 1999, if ICC were awarded a 14-day time extension for the girder delay, and ICC would thus be entitled to \$4000 a day for 10 days -- \$40,000 of compensation.

According to ICC, the plans and specifications did not clearly or adequately advise the contractor that the specifications required the installation of the strip seal expansion joints in connection with the bridge construction on the Project. Because the plans were ambiguous and did not clearly call for the type of expansion joint ultimately required, ICC seeks to recover the costs associated with the expansion joints as extra work.

Conversely, ITD contends that the expansion joints were adequately described in the plans and specifications, and the fact that they were not a bid item simply means that they would be treated as incidental under the terms of the U.C. Contract. In response, ICC contends that expansion joints are too large an item to be considered incidental and would never be considered incidental according to industry standards.

ICC did make inquiry prior to bid opening specifically to clarify the expansion joints issue, along with other issues. According to ICC, ITD did not provide any response on the expansion joints matter. ITD asserts that it generally advised ICC that it had to bid the job "as it saw [the contractual requirements]," and that all contractual requirements had to be accounted for in the bid price. In any event, ICC omitted the expansion joints from its bid.

2. The Plans and Specifications Are Not Defective. The first issue to be addressed is whether the plans and specifications are defective because they do not clearly indicate that strip seal expansion joints are required. Although the plans and specifications are unclear and confused, they do expressly alert the contractor that expansion joints are required in the bridge erection on the Project. As such, the plans are not so confusing as to be defective. First, bridge plan sheet drawing number 15528, sheet 6 of 25, expressly describes the expansion joint installation, and contains the notation, "See sheet 20 for Expansion Joint details." Sheet 20 (of 25) does not, however, describe strip seal expansion joints, but rather the joint section detail

portion of the drawing shows an installation of angle irons, which ICC contends could be an alternative to expansion joints.

ICC recognized, however, that while sheet 20 did not detail the expansion joint installation, sheet 19 clearly does. According to ICC, however, the problem is that sheet 19 contains a list of recommended manufacturers for the expansion joint assembly which provides manufacturer item numbers for different expansion joints than the joints that are shown in the joint assembly drawing. Moreover, the strip seal expansion joints are not separately described as a bid item. ICC does not deny that there is, however, a note to the bidder on sheet 2 which specifies that all items shown or noted on the plans and not listed as bid items, are to be included as incidental items.

From another perspective, if the contract documents are deemed ambiguous, the ambiguity is patent and obvious. In fact, prior to bid, ICC certainly recognized that expansion joints were shown in the drawings in at least two locations, and that there was confusion as to which expansion joints were to be installed. In the case of a patent ambiguity, it is incumbent on the contractor to resolve the ambiguity prior to bid, or to bid at its peril.

3. Whether the Duty of Inquiry Was Met, And If So, What is the Significance of That Fact? On this matter, the facts as presented by the parties are somewhat contradictory. ICC contends that it made an inquiry prior to bid on the expansion joint issue, but that it got no clear resolution from ITD. According to ITD's Bill Shaw, ITD did in fact receive an inquiry, but ITD advised ICC verbally that ICC had to "bid it as [ICC] saw it," and that all contractual requirements (bid items and incidental) had to be accounted for in the bid. ITD concedes, however, that its records do not show a clear written or formal response.

Unless ITD affirmatively misled ICC into not accounting for expansion joints in its bid (and there is no evidence of this), the difference in the factual position is not significant. Either way, ICC bid at its peril. Clearly ICC recognized that there was an expansion joint referenced in the bid documents, and it was incumbent on ICC to resolve any confusion surrounding the expansion joints before bidding.

In summary, then, under the best case for ICC, the plans and specifications, including the bid item sheet, could be viewed as ambiguous. The ambiguity would, however, be patent -- an ambiguity that is evident from the face of the documents. *See In the Matter of Estate of Kirk*, 127 Idaho 817, 824, 907 P.2d 794, 801 (1995). In the case of a patent ambiguity, ICC had a clear duty to resolve that ambiguity prior to bid. Although ICC did make inquiry prior to bid, it is clear that ICC had not resolved the ambiguity prior to bid, nor does it appear that its bid made reference to the ambiguity. In such a case, the ambiguity is resolved against the contractor. *See Appeal of George Ledford Construction, Inc.*, 97-2 BCA P 29, D1, ENGBA No. 6163 (1997); *See, generally, P.R. Burke Corp. v. United States*, 47 Fed. Cl. 340, 351 (2000); *Burnside-Ott Aviation Training Center v. Dalton*, 107 F.3d 854 (C.A. Fed. 1997). The patent ambiguity rule ensures to the greatest extent possible that all parties bidding on a contract share a common understanding of the scope of the Project. *See Triax Pacific, Inc. v. West*, 130 F.3d 1469, 1475 (Fed. Cir. 1997) ("that objective is particularly important in government contracts, in which significant post-award modifications are limited by the government's obligation to use competitive bidding procedures and by the risk of prejudice to other potential contractors"). *Id.* (citing James F. Nagle, *Federal Construction Contracting* § 22.3, at 305 (1992)).<sup>4</sup>

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<sup>4</sup> Federal case law is instructive on these issues, especially where Idaho case law does not specifically address patent/latent ambiguities in government contracts.

#### **D. TIME EXTENSION CLAIM**

1. Statement of Facts. At the time ICC submitted its bid, the bid incorporated a quote from Eagle Precast, the precast girder supplier. Shortly after ICC was awarded the bid, Eagle Precast informed ICC that it could not meet the contemplated girder delivery schedule. ICC promptly notified ITD of the delivery delay on July 19, 1999. In this claim, ICC seeks a time extension because Eagle Precast could not meet the delivery schedule, in large part because of delays on other projects, including ITD projects -- most notably the King Hill Project. ICC claims a 51-day contract time extension, which is the entire amount of the elapsed time between ICC's expected girder delivery dates and the actual girder delivery dates from Eagle Precast.

The Rose Road Project was bid as an A+B job with a \$4,000 per day incentive/disincentive clause. The maximum incentive/disincentive is 5% of the bid price, or \$139,775. At \$4,000 per day, the maximum incentive is captured in 35 days. ICC was denied any incentive on the Project because of the delay in completion. In fact, ICC was at one point assessed the \$4,000 per day penalty for finishing 4 days late.

After ICC advised ITD of the delay in girder supply, ICC contends that ITD's resident engineer directed ICC to add an activity to its schedule -- "Supplier delay in casting girders" -- so that the total impact of the delay could be determined. There is no evidence that ITD affirmatively stated that a time extension would be granted for the girder delay at that time, although ICC indicates it assumed that the ITD resident engineer's "direction" carried with it the implication that a time extension would be allowed. The matter of the time extension continued to be discussed at the project level, and it appears that as of October 19, 1999, ITD had caused

ICC to believe that a 14-day time extension would be allowed, which would extend the contract completion date to November 28, 1999.<sup>5</sup>

On November 22, 1999, after project completion, ITD actually issued Change Order No. 4, which documented the 14-day time extension. ICC did not execute the Change Order because it did not agree that only 14 days were authorized, and because the November 28 contract completion date did not match the completion date established on ITD's Statement of Elapsed Time and Status of Time Reports.<sup>6</sup> Later, on November 29, 1999, ITD advised ICC that

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<sup>5</sup> Contained in the record is an ITD Record of Change Order Authorization, dated October 19, 1999, signed by Fran Hood, which reflects the 14-day time extension and the November 28, 1999 completion date. The project was completed on November 19, 1999. As noted in footnote 3, *supra*, there was a subsequent adjustment to the contract completion date reflected in ITD Statement of Elapse Time and Status of Time Reports to change the completion date from November 14 to November 15, purportedly because of a recalculation of holidays. Thus, the 14-day time extension for the delay in girder supply, if here awarded, would extend the completion date one additional day to November 29, 1999.

<sup>6</sup> The several Statements of Elapsed Time and Status of Time Reports that were introduced into the record were the source of confusion between the parties. Not only did ICC apparently not execute Change Order No. 4 in part because of confusion of completion dates as set forth on the referenced Statements, but ICC also noted, both in correspondence and at the hearing, that the days of contract time and elapsed time as shown in various ITD reports were adjusted considerably, after the project was completed. The parties did not fully develop or explain these adjustments. For purposes of this appeal, I find that the Statements of Elapsed Time and Status of Time Reports, while perhaps confusing, are with one exception, not significant. The reason for this is that the Project was a fixed completion date project and the contract completion dates shown on the Statements remained consistent (except for the adjustment from November 14 to November 15, 1999). It is also not clear that ICC relied on these statements, in any fashion, since most of the statements described were issued after contract completion. The one exception is with regard to disincentive compensation. As will be explained later in this opinion, I do not find that ITD can, in any event, impose disincentive penalties on ICC. That finding is supported in part by the possible confusion caused to ICC by the issuance of the Statements of Elapsed Time and Status of Time Reports. The principal reason supporting the determination that ITD cannot impose disincentive penalties, however, is the fact that ITD did, as of October 19, 1999, allow ICC to believe that it would get a 14-day time extension. In reliance upon that, ICC did

it had made a mistake in granting the 14-day time extension and that ICC either had to accept the extension or it would be withdrawn. When ICC did not sign Change Order No. 4, ITD withdrew its offer to grant ICC a 14-day time extension.

Throughout the course of the appeal process, ITD continued to deny the request for time extension. In ITD's letter of September 12, 2001, however, ITD found a new entitlement basis for ICC. ITD found that as of October 19, 1999, before the completion of the Project, ITD had led ICC to believe that ICC would in fact be afforded a 14-day time extension because of the girder delivery problem. The 14-day time extension would then extend the contract completion date to November 28, 1999. Since that 14-day time extension was never actually implemented, ITD found that ICC would be entitled to damages (time and/or money) that ICC may have incurred as "a direct result of this action by ITD." See ITD letter dated September 12, 2001. In other words, ITD would provide compensation for damages that ICC incurred as a result of believing that it would get a 14-day time extension. ITD's Chief Engineer was unequivocal that he did not find that ICC was entitled to a time extension arising out of the girder delivery problem, but only that ITD should compensate ICC for any damages incurred by ICC in reliance on the belief that it would receive at least a 14-day time extension.

2. Applicable Contractual Provisions Regarding Time Extensions. Three provisions in ITD Standard Specification §108.06 are relevant to the issue of ICC's entitlement to a time extension as a result of the delay in girder supply. They provide:

1. If it is impossible for reasons beyond a contractor's control to complete the work within the contract time as specified or as extended in accordance with the provisions of this subsection, the contractor may at any time prior to the

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not continue to work to try to complete the project earlier. Under these circumstances, it would not be appropriate to allow ICC to impose disincentive penalties.

expiration of the contract time, make a written request to the engineer for an extension of time setting forth therein the reasons which contractor believes will justify the granting of his request.

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2. The contractor should anticipate delayed delivery of certain manufactured items that are to be incorporated into the work. Items that have had long delivery times include, but are not limited to, signal and illumination poles, signal heads, and signal control equipment. The contractor must submit orders on these items of equipment as soon as possible.
3. When the contractor must suspend operations due to the delayed delivery of materials and can substantiate that an unusual market condition such as an industry-wide strike, natural disaster, or area-wide shortage arose after bid opening preventing procurement of materials within the allowable time limitation, contract time will be suspended. The duration of the suspension will be based on current availability of material from all possible sources.

ITD Standards Specifications §108.06 (emphasis added).

Relative to the foregoing, ICC did order the girders as soon as reasonably possible after the award of the contract. Thus, whether ICC is entitled to a time extension depends on whether ICC “can substantiate that an unusual market condition such as and ... area wide shortage arose after bid opening, preventing procurement of materials within the allowable time limitation,” or whether ICC can fit within the general provision of a delay caused by “circumstances beyond a contractor’s control.”

3. Did ICC Prove Entitlement to a Time Extension Because of the Girder Delays?

Based on the evidence in the record, ICC has not established entitlement to a time extension because of the girder supply delay because that delay was not the result of “an unusual market condition such as area-wide shortage” which “arose after the bid opening and prevented the

necessary procurement of materials.” Further, ICC is responsible to control its subcontractors, and when a subcontractor makes decisions which cause the subcontractor to be unable to meet delivery schedules it has promised to the prime contractor, it cannot be said that the prime contractor, in this case ICC, has suffered a delay because of circumstances totally outside its control, as required by the ITD Standard Specification §108.06.

The relevant facts are disputed by the parties. ICC contends that there was effectively only one precast girder supplier in the relevant geographic area, Eagle Precast. According to ICC, one other supplier, Montana Pre-Stress, did not have adequate forms for this Project, and others apparently declined to bid because of a significant amount of bridge work in the Salt Lake City, Utah area in connection with the then-forthcoming Winter Olympics. Therefore, according to ICC, Eagle Precast was in effect the only supplier available. Eagle Precast was unable to meet the delivery deadline for the Rose Road Project largely because of a resequencing of girder deliveries and the consequent delays on other projects, including ITD’s King Hill Project, which resequencing and delays were allegedly caused by ITD.<sup>7</sup>

On the other hand, ITD notes that other girder suppliers have been utilized in ITD projects in this area in the past. Thus, the failure in this case does not amount to an area-wide shortage of suppliers or material. Further, ITD notes that the inability of Eagle Precast to meet

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<sup>7</sup> The issue of whether an owner, by its conduct in one project, can adversely impact the performance of a contractor on another project for the same owner was not directly raised by the parties. The specific issue is whether an owner can, by failing to properly administer one project, actively interfere with the contractor’s performance on another project. There are instances in which an owner’s failure to coordinate contractors on adjacent projects can cause impact to contractors on the subject project; and the owners have been held responsible for such interference. The difference here is that there is no evidence in the record that ITD did anything wrongful or failed to properly coordinate or administer any other project in a way which could foreseeably cause or actually caused impact to ICC on the Project.

the deadline was the result of the supplier's decision to close down an Idaho Falls manufacturing facility which could have been utilized for the Rose Road Project. This shutdown, after the bid from Eagle Precast, does not give rise to unusual market conditions or create a basis for the impacted contractor to receive a time extension and relief from the owner. Moreover, Eagle Precast made production sequencing changes and gave priority to other projects.

In summary, ICC has not met the requirements of §108.06 of the ITD Standards Specifications. ICC has not established an area wide shortage of materials that would justify entitlement to a time extension. Moreover, ICC cannot rely on the provisions of §108.06 which allow time extensions for delays due to circumstances "beyond the control of the contractor" when the circumstances causing the delay were deliberate decisions made by a contractor's subcontractor. *See, e.g., Appeal of Applied Control Technology Corp.*, 65-1 BCA 4597, ASBCA No. 10,184 (1964). In this case, ICC's recourse is with its supplier, Eagle Precast.<sup>8</sup>

4. If There is Entitlement to a Time Extension, How Many Days Have Been Established? As set forth above, there is no proven entitlement to a time extension under the provisions of §108.06 of the ITD Standards Specifications. If entitlement had been proven, it would be incumbent upon ICC to establish the number of days the Project was delayed as a result of the delay in delivery of girders. In this regard, ICC introduced several updates of its SureTrak Project Managers Schedule on the Project. According to the schedules, and the record, it appears that there was a 51 day delay between the time when the last of the girders were scheduled to be completed by Eagle Precast on August 9, 1999, and the time they were actually delivered, September 29, 1999. Beyond that, ICC did not provide a critical path analysis to show

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<sup>8</sup> In fact, ICC has noted that it has backcharged Eagle Precast for some \$35,000 for delays in girder delivery.

that the 51 day time period was a day-for-day delay to the critical path of the Project. Importantly, ICC failed to show that there was not concurrent delay or delay attributable to ICC during the 51 day time period. I have little doubt, however, that the delay in girder supply did significantly impact ICC. If this matter proceeds to arbitration, and if ICC can establish entitlement, it will be essential for ICC to offer a critical path analysis to fully explain what impact the delay caused to the critical path on the Project.

5. Conduct of the Parties Related to the Time Extension Issue. As noted in the statement of facts, ICC makes note of two actions of concern by ITD relative to the time extension issue:

(1) The fact that ITD's resident engineer directed ICC to include a schedule activity "supplier delay in casting girders" so that the delay to the Project as a result of delays in girder supply could be tracked and calculated. Further, ICC presented evidence that ITD directed ICC to accelerate all other aspects of the Project to ensure it was ready to install girders when they were delivered; and

(2) That ITD as of October 19, 1999, had led ICC to believe that ICC would in fact receive a 14-day time extension as a result of the girder delay. As noted above, that 14-day time extension offer did in fact materialize, but only after contract completion, and then it was withdrawn by ITD as erroneous.

As to these two actions, I find that ICC has not established a claim on the first issue -- the ITD directed acceleration. From the record, it does not appear that ICC has any legal basis to make such a claim. At least, there is no persuasive evidence as to how ICC's acceleration, if any, affected ICC's performance on the Project, nor is there evidence that ICC would have

timely completed the Project without its "acceleration," whether or not a time extension for girder delivery delay was allowed. ICC has however provided evidence of the amount of double time and time-in-a-half overtime it paid on the Project. This amount, according to exhibits provided by ICC after the evidentiary hearing, indicate that ICC incurred 1,573 overtime hours and 75 double time hours on the Project, and incurred an overtime cost of \$28,030.96.

As to the second action, I find, as did ITD in its letter of September 12, 2001, that ITD is responsible for any damages sustained by ICC as a result of believing, by October 19, 1999, that a 14-day time extension would be granted, by offering that 14-day time extension after the completion of construction, and then withdrawing it. In this regard, ICC is entitled to whatever damages it can establish it incurred as a result of such reliance. At the very least, ICC is entitled to removal of any disincentive penalty, which at least at one point after project completion was assessed at \$16,000 for completion 4 days later than the project completion date of November 15, 1999. ICC may well have sustained other damages based upon the belief that it would be accorded a 14-day time extension, but ICC did not present adequate evidence on such damages at the evidentiary hearing, or in its documentary submittals. ICC should be afforded the opportunity to present such damages to the Idaho Transportation Board.

6. Equitable Considerations. As noted at the outset, if the parties to this dispute cannot resolve their differences through the contractual appeal process, ICC would be forced to submit this matter to arbitration for final resolution. According to §105.17 of the ITD Standard Specifications, disputes of between \$50,000 and \$250,000 must be resolved through binding arbitration, in accordance with the standard procedures of the Construction Industry Arbitration Rules of the American Arbitration Association. If this matter is subjected to arbitration, the evidentiary record will no doubt be expanded beyond the evidence introduced by the parties at

the evidentiary hearing, and likely will include expert testimony concerning the meaning of "unusual market conditions" and "area-wide shortages" as set forth in §108.06 of the ITD Standard Specifications. I would also expect that a more detailed CPM schedule analysis would be presented whereby impact to the critical path of the delay in girder supply could be properly measured. It would be possible that an arbitrator might be persuaded by this additional evidence to allow ICC a time extension for the girder supply delay. On the record before me, however, no such time extension was substantiated.

In this same context, it is entirely possible that an arbitrator would, even under the facts presented by the parties before, at, and after the evidentiary hearing, find that ICC is entitled to the full 14-day time extension, which ITD indicated it would give, in fact offered, and then withdrew.<sup>9</sup> If an arbitrator made such a finding, ICC would be entitled not only to relief from the disincentive penalties, but also to compensation at the rate of \$4,000 per day for each day the Project finished early. Therefore, ICC would receive the sum of \$40,000.

Dated this 14<sup>th</sup> day of February, 2002.

  
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P. Craig Storti  
Hearing Officer

<sup>9</sup> Weighing on the opposite side of the issue is that before the 14-day offer was withdrawn, ITD allowed ICC a full opportunity to accept the 14-day time extension, but ICC declined to do so.

I:\program\_admin\programcoord\program\_sheets\1dsho\02 Draft

March 27, 2002

**IDAHO**  
**FOREST HIGHWAY PROGRAM**  
**FY 2002 - 2006**  
**FINAL**

FH NO	PROJECT NAME & TERMINI	LNTH KM (MI)	TYPE OF WORK	STATUS AND COST (\$1,000's)						RECON	FUTURE	SPONSOR AGENCY	REMARKS	KEY NUMBER
				2002	2003	2004	2005	2006	2007					
	PROJECTS STATEWIDE		Preliminary Engineering	2,298	1,900	1,900	1,900	1,900	1,900					
			Construction Engineering	953	1,250	1,250	1,250	1,250	1,250					
9	ENAVILLE-THOMPSON PASS HWY MURRAY-THOMPSON PASS MP 29.1 - 38.8	15.6 (9.7)	RECONSTRUCTION									FS ITD	CLAIM SETTLEMENT	2592 2593
75	HOWELL CANYON ROAD SR 77 TO MT HARRISON PARKING	18.4 (11.4)	CORRECTIVE ACTION	56										
62	MESA FALLS HIGHWAY MP 12.5 - 28.3	25.4 (15.8)	MINOR RECONSTRUCT, BS, PAVE									FS		
63	COUNCIL - CUPRUM (2) MP 11.2 - MP 29.1	28.8 (17.9)	RECONSTRUCT, PAVE	518								ITD		5865
60	SALMON RIVER ROAD RIGGINS - SPRING BAR	16.7 (10.4)	PRESERVATION ALTERNATIVE		5,900	7,600						FS ITD	POTENTIAL PL CANDIDATE IN 0 ITD COMPANION PROJECT KEY #8071	5866 6455
55	KAMIAH - PIERCE KAMIAH - YAKUS CR MP 113.9 - 117.5 PETERSON'S CORNER to MUSSELSHELL FLAT	5.8 (3.6) 6.1 (3.8)	RECONSTRUCT, PAVE BASE?, PAVE	4,000								FS ITD	DROP TO '06 IF CONSTRUCTION CANNOT BE COMPLETED IN 2002 (1 SEASON JOB)	6133
82	ATLANTA ROAD MP 0.0 - 5.86	5.8 (4.6)	BASE, PAVE	103								FS		6458
26	KETCHUM CHALLIS HIGHWAY (WARM SPRINGS)	4 (2.5)	RECONSTRUCTION				6,700 3300ST					ITD	PL CANDIDATE	6456
85	GEORGETOWN CANYON ROAD	3.9 (2.4)	RECONSTRUCTION									FS	FS DESIGN AND CONSTRUCT	6459
56	BUNCO ROAD MP 107.67 - 110.09 AND MP 100.00 - 100.97	5.5 (3.4)	MINOR RECONSTRUCTION	(12)								FS		6463
76	GRAND TARGHEE ROAD (CFLHD)	6.4 (4.0)	RECONSTRUCTION	5,500								FS ITD	TO CFLHD; PL CANDIDATE; LOCAL CONTRIBUTION \$300,000	6460
80	FERNAN LAKE ROAD MP 0.0 - 5.3	8.5 (5.3)	RECONSTRUCTION			2,000	2,800	9,600				FS	PL CANDIDATE	6464
	CASCADE WARM LAKE ROAD CRAWFORD TO WARM LAKE (1) MP 2.85 - MP 10.75 (2) MP 10.75 - MP 16.85 (3) MP 16.85 - MP 24.43 (4) MP 24.43 - MP 27.6	39.8 (24.8)	OVERLAY										FY04/05 BACKUP PROJECTS; NLT '07 POTENTIAL PARTNER WITH COUNTY MULTIPLE CORRIDOR PROJECTS	
88	YANKEE FORK MP 0.0 - 3.0	4.8 (3.0)	OVERLAY			FY04 Backup				3,400			FY04 BACKUP PROJECT; NLT '07	
94	MEADOW CREEK BRIDGE MOYIE RIVER		REPLACE BRIDGE			FY04 Backup				2,500			FY04 BACKUP PROJECT; NLT '07	
67	GRANDEMONT ROAD MP 16.0 - 20.0	6.4 (4.0)	3R			FY03 Backup				2,450 5000			FY 03 BACKUP PROJECT; NLT '07 POSSIBLE MULTIPLE CORRIDOR PROJECTS	
96	CLARK FORK RIVER BRIDGE		REPLACE BRIDGE	4,800								ITD	POTENTIAL PL PARTNERSHIP	
97	WARM SPRINGS ROAD		RECONSTRUCTION	1,100									Match with \$1,100,000 FS Funds	
	MISCELLANEOUS PROJECTS		OVER/UNDERRUNS \$EXTRA WORK	450	1,000	1,000	1,000	1,000	1,000					
	TOTAL			19,766	10,050	13,750	13,650	13,750	4,150	16,750	0			
	FUNDS AVAILABLE			19,794	12,617	12,617	12,617	12,617	12,617					
	BALANCE			28	2,567	(1,133)	(1,033)	(1,133)	8,467	(16,750)				

## FY 02 FUNDS AVAILABLE INCLUDE:

TEA-21 ALLOCATION	\$12,616,957.00
FY 01 AUGUST REDISTRIBUTION	\$650,000.00
FY 01 TEA-21 ROLLUP	\$949.00
REPAYMENT FROM CENTRAL	\$2,300,000.00
LOAN FROM MONTANA	\$2,300,000.00
RABA	\$1,926,571.00
<b>FY 02 TOTAL</b>	<b>\$19,794,477.00</b>

## FY 01 FUNDS AVAILABLE INCLUDE:

TEA-21 ALLOCATION	\$12,472,443.00
FY 00 AUGUST REDISTRIBUTION	\$1,500,000.00
FY 00 TEA-21 ROLLUP	\$9,374.00
REDISTRIBUTION	(\$650,000.00)
<b>FY 01 TOTAL</b>	<b>\$13,331,817.00</b>

TEA-21 Allocation includes Sec 1102(f)  
 Obligation Limitation reduction of:

FY 00	12.9%
FY 01	12.1%
FY 02	9.6%

APPROVED:

*[Signature]*  
 RONALD W. CARMICHAEL, DIVISION ENGINEER  
 WESTERN FEDERAL LANDS HIGHWAY DIVISION  
 FEDERAL HIGHWAY ADMINISTRATION

DATE

*3/28/02*

**FY 2002 STATE-FUNDED HIGHWAY PROGRAM**  
**END OF YEAR PLAN**  
 (As of 4/15/02)

**Proposed Advances/New Projects**

DIST KEY NO	ROUTE	LOCATION	MR	TYPE OF WORK	CURRENT PROGRAM		FY 2002		
					CN YEAR	SCHEDULED	ESTIMATE	INCREASE	FUNCTION
PROPOSED ADVANCES									
4	8539	SH 21 Vader Cr to Elk Meadows	MR	Resurface	2003	805	805	805	CN
5	7942	SH 36 Dayton to Preston	MR	Resurface	2003	830	872	872	CN
6	7960	SH 28 Lemhi River Bridge to Baker	MR	Resurface	2003	1,308	1,308	1,308	CN
1	7901	SH 60 Washington St Line to Jct US 95	MR	Resurface	2003	500	449	449	CN
1	6629	SH 53 Rathdrum Cr Br		Bridge Replacement	2004	674	724	724	CN
1	7367	SH 97 Carlin Cr Bridges		Bridge Replacement	2004	546	596	596	CN
2	8797	STATE D-2 Unallocated Seal Coats		Seal Coats	2003	822	820	820	CN

<b>TOTAL</b>	<b>\$</b>	<b>5,574</b>
<b>Circle M Proposed Total</b>	<b>\$</b>	<b>3,434</b>

**OTHER POSSIBLE PROJECTS**

1	8588	US 95 Round Prairie	MR	Resurface	2004	2,000	1,535	1,535	CN
5	7941	I 15 5th Ave, Barton to Humbolt		Resurfacing	2003	410	482	482	CN
5	8269	SH 36 5600 W to D-1 Highway		Seal Coats	2003	145	148	148	CN
5	8270	SH 36 Liberty to Jct US 89		Seal Coats	2003	107	113	113	CN
5	8264	SH 34 7400 N Rd to Treasureton		Seal Coats	2003	65	66	66	CN
1	8787	US 95 Ohio Match Rd to Cocolala Cr Br		Seal Coats	2003	499	760	760	CN
1	8788	US 2 County Rd 61B to Montana St Ln		Seal Coats	2003	176	270	270	CN
1	8789	SH 4 JCT I 90 to Burke		Seal Coats	2003	85	130	130	CN
1	8790	I 90 Pollatch Hill Rd to South End, NR CDA		Seal Coats	2003	101	156	156	CN
1	8791	SH 97 Echo Bay to Wolf Lodge Cr Br		Seal Coats	2003	98	150	150	CN
4	8247	US 93 Intersection Blue Lakes & Poleline		Seal Coats	2005	100	330	330	CN
4	8248	US 26 Gooding to Shoshone		Seal Coats	2005	225	350	350	CN

<b>TOTAL</b>	<b>\$</b>	<b>4,490</b>
<b>Circle M Other Total</b>	<b>\$</b>	<b>1,535</b>

<b>GRAND TOTAL</b>	<b>\$</b>	<b>10,064</b>
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Key: CN=Construction, CE=Const Engineer, UT=Utilities, PC=Consultant Design, PE=Preliminary Engineering, R/W=Right of Way

X:\HPIMP\2002\FY 2002 ST EOY PLAN.xls  
 FY02-ADVANCES

5/8/02  
 11:55 AM

Page 3 of 4  
 Prepared by J. Finch



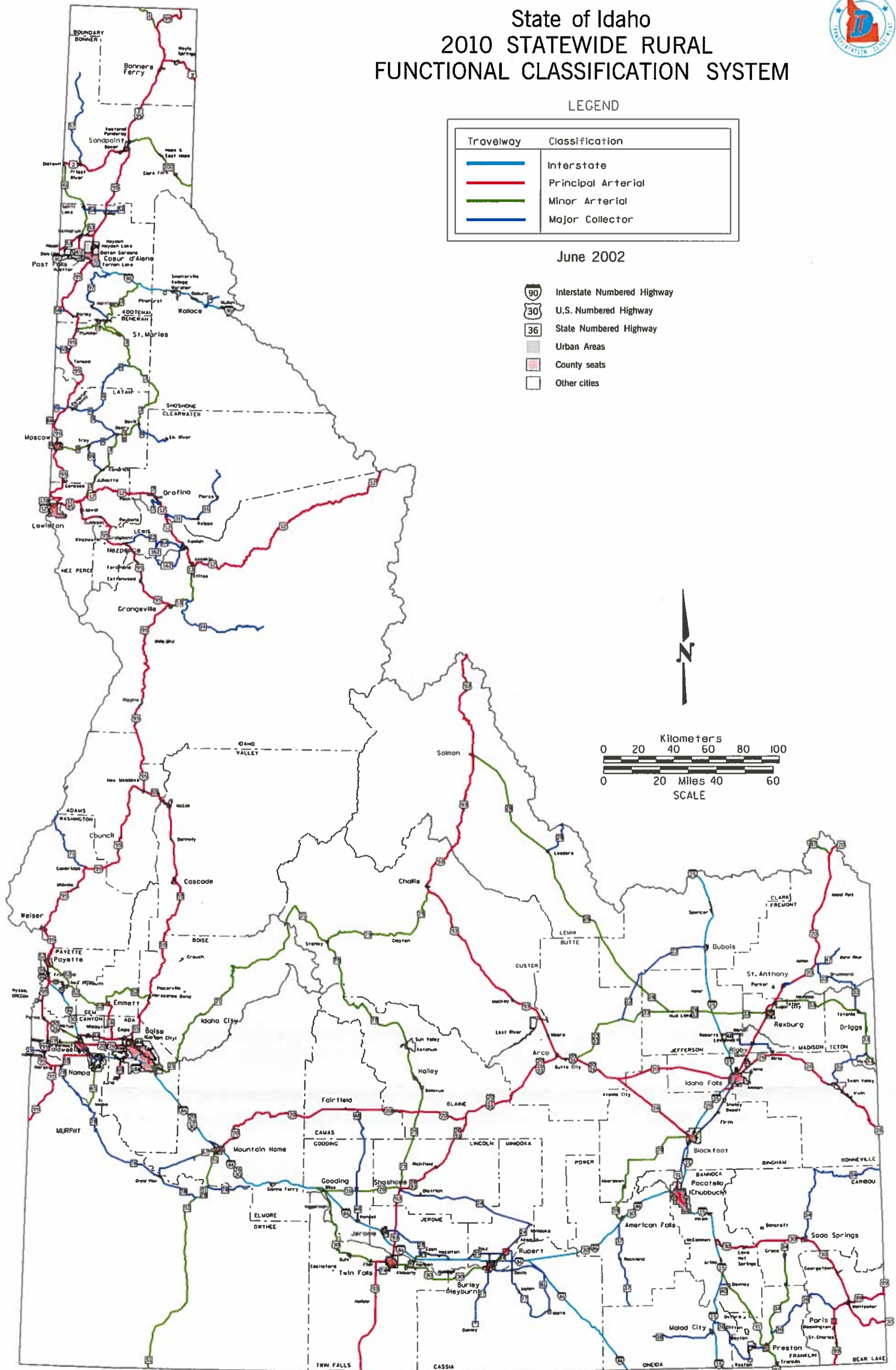
# State of Idaho 2010 STATEWIDE RURAL FUNCTIONAL CLASSIFICATION SYSTEM

## LEGEND

Travelway	Classification
	Interstate
	Principal Arterial
	Minor Arterial
	Major Collector

June 2002

- Interstate Numbered Highway
- U.S. Numbered Highway
- State Numbered Highway
- Urban Areas
- County seats
- Other cities



ITD 2003 PROPOSED LEGISLATIVE IDEAS  
Pending Approval by the ITD Board  
June 28, 2002

Priority #	Description	Contact Person
1	<b>PROOF OF FINANCIAL RESPONSIBILITY</b> – This legislation would repeal Section 49-1210(2), Idaho Code. This section requires the department to cancel the vehicle registration of any person with a SR-22 (proof of financial responsibility) requirement on their driver's license who owns or is driving a vehicle which is not listed on the SR-22 certificate. The department does not have the capability to collect driver's license numbers for all owners listed on a vehicle registration and compare those numbers with a list of those required to file proof of financial responsibility. The department has never implemented this section of code, but has relied on the self-certification statement on the vehicle registration "I/we certify under penalty of law that this vehicle is and will be continuously insured as prescribed by law..."	Ed Pemble 332-7830
2	<b>COMMERCIAL DRIVER'S LICENSE HAZMAT ENDORSEMENTS</b> – This legislation would amend Sections 49-303 and 49-313, Idaho Code, to implement the requirements Section 1012 of the U.S. Patriot Act (P.L. 107-56), signed into law on October 26, 2001. Section 1012 prohibits a state from issuing or renewing a license to operate a motor vehicle transporting hazardous materials (HAZMAT) unless it is determined that the applicant does not pose a security risk. The state will need to request a background and fingerprint check on the applicant by the U.S. DOT and Department of Justice before issuing the HAZMAT endorsement. In November, 2001, the USDOT announced it would issue a rule to implement Section 1012, but has not issued the rule as yet. The content of this legislation will depend on the requirements of the federal rule.	Ed Pemble 332-7830
3	<b>ABANDONED MOTOR VEHICLES</b> – This legislation would amend Chapter 18, Title 49, Idaho Code, to develop a new process for removal and disposal of abandoned motor vehicles. The current process is confusing and has uncertain requirements for determining the value of an abandoned motor vehicle. Law enforcement personnel are not properly equipped to appraise the value of a vehicle to determine the proper disposal requirements. Towing companies, law enforcement personnel, vehicle owners and vehicle lien holders all have complaints about the current process.	Amy Smith 334-8660
4	<b>HIGHWAY "QUICK CLEARANCE" LAW</b> – This legislation would amend Section 49-1301, Idaho Code, to require motorists to move their vehicles quickly from the highway after involvement in minor traffic accidents and frees them from liability for doing so. The law could also allow transportation agencies to remove vehicles or cargo from the highway without the owner's consent in order to quickly restore traffic flow to the highway. This would require an amendment to Section 40-310, Idaho Code. Timely restoration of the roadway to full capacity considerably improves incident access and reduces traffic congestion, secondary accidents and driver frustration.	Greg Laragan 334-8535

# ACCOUNTS TO BE WRITTEN OFF

## Fiscal Year 2002

Over (\$1,000)

Amount	Mileage Tax	Returned Check	Audit	Reinstatement	Damage Claim	Final Comments
\$4,001.82	\$0.00	\$3,961.82	\$0.00	\$40.00	\$0.00	Past statute of limitations. Bond waived in 10/98. Pmt plan requested then failed to comply. Re-sent to legal in 5/99
\$3,899.61	\$0.00	\$3,859.61	\$0.00	\$40.00	\$0.00	Past statute of limitations.
\$2,156.03	\$837.37	\$1,278.66	\$0.00	\$40.00	\$0.00	Past statute of limitations. Bankruptcy filed 1/97. Discharged 7/98. Collections resumed. File re-sent to Legal 10/1/98
\$2,044.79	\$0.00	\$0.00	\$2,004.79	\$40.00	\$0.00	Past statute of limitations.
\$1,657.63	\$0.00	\$1,617.63	\$0.00	\$40.00	\$0.00	Past statute of limitations.
\$1,650.71	\$721.53	\$0.00	\$889.18	\$40.00	\$0.00	Past statute of limitations. Tax billing 8/98, demand 9/98 and sent to legal in 10/98
\$1,284.85	\$1,244.85	\$0.00	\$40.00	\$0.00	\$0.00	Past statute of limitations.

Amount	Mileage Tax	Returned Check	Audit	Reinstatement	Damage Claim	Final Comments
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\$1,224.20	\$827.22	\$0.00	\$356.98	\$40.00	\$0.00	Past statute of limitations. 2/94 tax collections started after audit. File sent to legal with total balance over \$1000.
\$1,063.43	\$1,063.43	\$0.00	\$0.00	\$0.00	\$0.00	Past statute of limitations. Lost file for 4/92 tax
\$1,009.44	\$969.44	\$0.00	\$0.00	\$40.00	\$0.00	Past statute of limitations. Chapter 7 bankruptcy filed 3/29/01 with no assets
\$1,007.39	\$1.03	\$966.36	\$0.00	\$40.00	\$0.00	Past statute of limitations. Original Ck was \$4,811.36. Carrier was approved for bond waiver in 8/96. 3 pmts were made

\$20,999.90	\$5,664.87	\$11,684.08	\$3,290.95	\$360.00		
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*[Signature]*

*8/15/02*  
Date

nsportation Board Chairmen

# DEPARTMENT SUMMARY AND CERTIFICATION

AGENCY: IDAHO TRANSPORTATION DEPARTMENT

FUNCTION:

ACTIVITY: N/A

Agency No: 290

Function No:

Activity No: 00

FY 2004 Request

Page of Pages

Original Submission X or Revision No.

EXHIBIT 263

In accordance with 67-3503, Idaho Code, I certify the attached forms properly state the receipts and expenditures of the department (agency, office, or institution) for the fiscal years indicated. The summary of expenditures by major program, fund source, and standard class is indicated below.

By Major Function/Activity	FY 2002 Total Appropriation	FY 2002 Actual Expenditures	Signature of Department Director		Date
			FY 2003 Original Appropriation	FY 2003 Estimated Expenditures*	FY 2004 Total Request
290 01 Management & Administrative Services	19,311,900	18,424,800	21,492,600	21,500,700	20,207,900
290 02 Planning	3,671,000	3,593,400	3,606,400	3,606,400	3,686,700
290 03 Motor Vehicles	17,438,100	16,001,500	17,457,600	17,457,600	18,066,400
290 04 Highway Operations	130,582,100	122,230,800	126,014,600	128,404,200	128,899,200
290 05 Capital Facilities	2,800,000	2,285,900	2,800,000	2,800,000	2,800,000
290 06 Contract Construction & Right-of-Way Acquisition	359,339,000	218,282,200	252,514,000	394,799,300	251,607,300
290 07 Aeronautics	3,506,000	2,107,900	2,909,600	4,030,000	2,404,100
290 08 Public Transportation	3,736,700	3,853,700	4,192,700	4,192,700	4,204,800
<b>TOTAL</b>	<b>540,384,800</b>	<b>386,780,200</b>	<b>430,987,500</b>	<b>576,790,900</b>	<b>431,876,400</b>
By Fund Source	Total Appropriation	Actual Expenditures	Original Appropriation	Estimated Expenditures	Total Request
0260-01 d Highway: Restricted	-	-	-	-	-
0260-02 d State Highway	256,483,800	196,818,500	203,696,700	254,737,500	205,799,100
0260-03 f State Highway	268,079,200	179,183,200	217,669,300	306,653,400	217,150,800
0260-04 i State Highway	653,200	365,100	654,800	654,800	516,000
0260-05 o State Highway	6,037,700	5,811,200	4,057,100	6,079,500	4,006,400
0260-06 d Highway: Restricted Disaster Fund	3,624,900	989,300	-	2,635,700	-
0263-00 f Idaho Traffic Safety	2,000,000	1,505,000	2,000,000	2,000,000	2,000,000
0221-02 d Aeronautics	2,624,000	1,501,900	2,369,700	3,490,100	1,872,700
0221-03 f Aeronautics	264,600	43,700	264,600	264,600	250,000
0221-04 i Aeronautics	281,400	240,600	275,300	275,300	281,400
0001-00 g General Fund	336,000	321,700	-	-	-
<b>TOTAL</b>	<b>540,384,800</b>	<b>386,780,200</b>	<b>430,987,500</b>	<b>576,790,900</b>	<b>431,876,400</b>
By Object	Total Appropriation	Actual Expenditures	Original Appropriation	Estimated Expenditures	Total Request
Personnel Costs	96,490,800	90,407,400	97,246,100	97,246,500	99,623,200
Operating Expenditures	56,902,800	51,193,100	56,450,000	58,847,300	55,834,300
Capital Outlay	372,064,500	239,130,000	266,468,100	405,797,700	266,145,600
Trustee and Benefit Payments	14,926,700	6,049,700	10,823,300	14,899,400	10,273,300
Lump Sum	-	-	-	-	-
<b>TOTAL</b>	<b>540,384,800</b>	<b>386,780,200</b>	<b>430,987,500</b>	<b>576,790,900</b>	<b>431,876,400</b>
<b>TOTAL FTP</b>	<b>1,836.0</b>	<b>1,836.0</b>	<b>1,838.0</b>	<b>1,838.0</b>	<b>1,841.0</b>
<b>FUNDED FTP</b>	<b>1,836.0</b>	<b>1,836.0</b>	<b>1,838.0</b>	<b>1,838.0</b>	<b>1,841.0</b>

\* FY 2003 Estimated Expenditures includes reappropriated spending authority.

Form B-2

## FY 2002 Federal Highway Program Prioritized Project Advances

Attachment D

Projects Requested for August 9, 2002 Redistribution of Federal Formula Obligation Authority  
(\$000's)

DIST KEY NO	ROUTE	LOCATION	TYPE OF WORK	YEAR	PROGRAM	FY 2002			COMMENTS
						SCHEDULED	ESTIMATE	INCREASE	
PRIORITIZED ADVANCES									
4	7765	184	Glenns Ferry to King Hill EB	2003	IM	0	20,996	20,996	CN
1	4177	US 95	US-95, Jct SH 1 NE, Boundary Co	Prel	NHS	0	7,000	7,000	CN
3	8137	LOCAL	Compass Transportation Planning	2003	STP-LU	0	100	100	PE
5	8701	LOCAL	BPO Planning	2005	STP-LU	0	377	377	CN
3	8380	STP-0022	Caldwell Centennial Beautification	2003	Enhancement	0	670	670	CE, CN
1	2815	US 95	Belgrove to Mica	2003	AOC (NHS)	0	1,958	1,958	CN
Total Advance Projects								\$ 31,101	Offset from 8032/8033 Advance Construction Payback
REDISTRIBUTION REQUESTS									
1	2815	US 95	Belgrove to Mica	2003	AOC (NHS)	0	5,245	5,245	CN
5	8823	US 30	Soda Springs to Sulpher Canyon Rd	Prel	NHS	0	1,500	1,500	CN
3	8091	STP-7773	10th Avenue Overpass, Caldwell	2003	BR-Local	0	840	840	CE, CN
1	8067	I 90	Kellogg to Osburn	2003	IM	0	1,700	1,700	CN
5	7838	US 91	Blackfoot Canal BR	2004	BR-State	0	481	481	CE, CN
6	7068	SH 33	Test Area NE	2004	STP-State	0	3,977	3,977	CE, CN
3	7700	US 20	Glenwood to 44th St., Garden City	2005	STP-State	0	2,904	2,904	CE, CN
6	7820	US 93	North Fork BR to Gibbonsville	Prel	NHS	0	1,780	1,780	CE, CN
Total Redistribution Requested Projects								\$ 18,427	Added to Corridor/Border Funding

Key: CN=Construction, CC=Consultant Engineering, CE=Const.Engineering, UT=Utilities, PE=Prel. Engineering, PC=Consultant Design, RW=Right of Way

## BEFORE THE IDAHO TRANSPORTATION BOARD

## STATE OF IDAHO

In the Matter of the Appeal of the Claim of : )

Inland Crane, Inc. and Harcon, Inc., )

v. )

The Idaho Transportation Department. )

FINAL DECISION

Claim for the Removal of Geotextile Walls )

on the Goff Bridge, North of Riggins, )

Idaho County, Project BRF-4113(078), )

Contract No. 5717 )

**I. PRIOR PROCEEDINGS**

This matter involves an administrative appeal from the decision of the Chief Engineer denying the above mentioned claim. This appeal is taken to the Board under the Idaho Transportation Department (ITD) Standard Specification §105.17, which is a part of the contract for the construction of this project. The Board received this appeal from Inland Crane, Inc. and Harcon, Inc. (Claimants), on February 8, 2002. The Board approved the use of a one-member Dispute Review Board (DRB) selected by the parties under the ITD Standard Specifications, to receive evidence from Claimants and ITD on the claim, and submit findings and recommendations to the Board. A hearing was held before the DRB on September 12, 2002. The DRB issued its findings and recommendations on September 25, 2002, and transmitted the recommended decision to the parties and the Board.

This matter came before the Board for review and issuance of a final decision on October 18, 2002 at a regularly scheduled meeting of the Board. The Board having reviewed the findings and recommendations of the DRB, and being fully advised in the matter now renders its final decision on the appeal of this claim.

## II. FACTUAL FINDINGS

The Board adopts as its own the findings of the DRB as set forth in its letter of findings and recommendations dated September 25, 2002, a copy of which letter is attached as Exhibit A and incorporated herein by this reference.

## III. CONCLUSIONS OF LAW


Based upon the foregoing findings, it is the Conclusion of the Board that:

1. Claimants have established entitlement to additional compensation for removal of the material in the vicinity of the bridge abutments, which compensation should be paid by ITD to the Claimants under lump-sum item "SPB-04D" of the contract.
2. Claimants have established entitlement to additional compensation for removal of the remaining approach fill, which compensation should be paid by ITD to the Claimants under unit-price item "205-A Excavation" of the contract.
3. The specific amount of the payments (quantum) due under the foregoing conclusions is to be determined by the agreement of the parties.

## IV. DECISION

ITD shall pay to the Claimants the sums determined to be due under the above findings for removal of the material in the vicinity of the bridge abutments under lump-sum item "SPB-04D" of the contract, and for the removal of the remaining approach fill under unit-price item "205-A Excavation" of the contract, such sums to be determined by the agreement of the parties in calculating the quantity of such material and fill removed by the Claimants on the project .

DATED this 18<sup>th</sup> day of October, 2002.

  
CHARLES L. WINDER  
Chairman, Idaho Transportation Board

CERTIFICATE OF MAILING

I HEREBY CERTIFY that on the 21<sup>st</sup> day of October, 2002, I caused a true and correct copy of the above and within FINAL DECISION to be mailed by first class mail, postage prepaid , to:

Inland Crane  
c/o Harcon, Inc.  
3931 E. Boone  
Spokane, WA 99202

Idaho Transportation Department  
P.O. Box 7129  
Boise Idaho 83707-1129



# C. W. Anderson & Associates

3330 Stone Creek Road  
Suite 101  
Boise, ID 83703-4916

Tel: 208.344.5726  
Fax: 208.345.6701  
Res: 208.345.6872  
Email: cander0126@cs.com

## RECEIVED

September 25, 2002

SEP 26 2002

I.T.D.  
CONSTRUCTION

✓ Mr. John Gates, Claims Engineer  
Idaho Transportation Department  
3311 West State Street  
Boise, ID 83703

Mr. Barry Peterson  
Harcos, Inc.  
3931 East Boone  
Spokane, WA 99202

Reference: Goff Bridge Letter No. 05

Re: Goff Bridge, North of Riggins, Idaho County  
Project No. BRF-4113(078); Key No. 2636; Contract No. 5717

Subject: Claim – Removal of Geotextile Reinforced Walls  
Recommendation of Dispute Review Board

Gentlemen:

With reference to Appendix A, Dispute Review Board, Three-Party Agreement effective 6/11/02 between the Department: Idaho Transportation Department; the Contractor: Harcos, Inc. and the Dispute Review Board (DRB) Members: Mr. C. W. (Smilie) and Section IV. C. Findings and Recommendations, attached please find the Recommendation of Dispute Review Board for the Goff Bridge Claim-Removal of Geotextile Reinforced Walls.

It has been a pleasure serving as a DRB Member and I appreciate the cooperation of the parties to the dispute. If I can be of additional assistance to the parties, please contact me at your collective convenience.

Respectfully submitted,

  
C. W. Anderson, P.E.

CWA/bms

Attachment: As stated

CONSTRUCTION ROUTING SLIP		
	ACTION	INFO
ALL		
CONST ENGR		✓
ASSISTANT		✓
CLAIMS ENGR	✓	✓
CLAIMS ASSOC		✓
CONST. ASSOC #1		✓
CONST. ASSOC #2		✓
CONST. ASSOC #3		✓
CMS SUPV		
DP PC PA		
DP PROD SPEC		
ETI		
SR SECY		
LIBRARY		
FILE		
DM		

## GOFF BRIDGE, NORTH OF RIGGINS

### Recommendation of Dispute Review Board

CONTRACT NO.: 5717

PROJECT: BRF-4113 (078)

KEY: 2836

LOCATION: GOFF BRIDGE, NORTH OF RIGGINS

HIGHWAY: US – 95

COUNTY: IDAHO

CONTRACTOR: HARCON, INCORPORATED

DISPUTE NO.: Claim – Removal of Geotextile Reinforced Walls: Job No. 1015

HEARING DATE: September 12, 2002

#### **DISPUTE:**

Bid Schedule Item Number SPB-04-D, Remove Carrier Beam and Substructure does or does not include Removal of Geotextile Retaining Wall(s). The Harcon position is that Item Number SPB-04-D does not include Removal of Geotextile Retaining Wall(s). The Idaho Transportation Department position is that Item Number SPB-04-D does include the Removal of Geotextile Retaining Wall(s).

#### **HARCON, INC. [INLAND CRANE, INC.] POSITION:**

The removal of the Geotextile Retaining Wall built under Bid Item SPB-02 (Geotextile Retaining Wall) is not included in the work to be performed under Bid Item SPB-04-D (Remove Carrier Beam and Substructure). The definition of Substructure states the following:

*"Substructure. That part of the structure below the bridge seats, below the skewbacks of arches, below the top of footings of rigid frames, below the top of caps of trestle bents, or below the top of columns on box girders. Wingwalls and backwalls or abutments shall be considered as part of the substructure."*

The GRW extends for 90 feet south and 130 feet north of the "bridge seats or coping supports..." and does not relate to removal of the detour "bridge". The detour bridge removal would only involve removal of materials between the bridge seats.

The contractor also notes that the removal of the GRW obviously involves an entirely different labor and equipment mix than the bridge removal. The GRW removal requires excavation and material removal work which is more consistent with an excavation item. The contractor notes the definition of **Structures** includes "retaining walls" as a structure, not a substructure (H.I. 008). The contractor "cannot find specific language that classifies the geogrid wall as a substructure" (H.I. 018).

The subcontractor and contractor each certified and submitted the claim February 18, 2000 and February 23, 2000 respectively in accordance with Specification Section 105.17.

### **IDAHO TRANSPORTATION DEPARTMENT POSITION:**

#### **Position 1 – Definition of Terms**

1. *"Wingwalls and backwalls of abutments shall be considered as part of the substructure."* The GRW clearly serves as both a support for the abutments and as wingwalls for the bridge approaches.
2. *"between inside faces of end supports"* is only there to describe where you measure a bridge to determine its length.

#### **Position 2 – Patent Ambiguity**

Reference to Mr. John Black's letter dated 8/28/02, paragraph #2:

Discusses the position regarding information given at the 2/15/96 pre-bid meeting and Harcon's duty to inquire prior to bid when there is a patent ambiguity. Mr. Black informs Harcon that the two provisions do not constitute a patent ambiguity but rather are "*perfectly harmonious*". At a meeting held on 11/2/01, with Harcon, Inland Crane and ITD in attendance ... the two Special Provisions had exactly the opposite meanings and were therefore perfectly **disharmonious**.

When Addendum #2 was issued with no minutes of the 2/15/96 pre-bid meeting, Harcon did have the duty to inquire prior to bid and they did not perform this duty.

If Harcon had made the inquiry prior to bid, regarding the two patently ambiguous specifications, ITD would have no defense at this time regarding the information given at the 2/15/96 pre-bid meeting.

#### **Position 3 – GRW Removal under Excavation item**

Prior to the pre-bid meeting on 2/15/96, Harcon faxed to ITD a copy of a Harcon memo dated 2/13/96 with 9 questions Harcon wanted answered at the meeting. Tom Pfister orally answered the questions. Question number 3 was, "*Does the*

*Geo-Textile that supports the Detour Bridge Abutment have to come back out again under SPB-04D?"* Tom Pfister's answer to this question was "Yes". Harcon does not dispute this in their claim. However, in [Harcon's] letter dated 6/21/99 ... states, *"We thought that the material was to be removed under an excavation item in the contract, either Item 205A excavation or Item 210-A-2 structure excavation."*

If we (ITD) ignore the pre-bid clarification that was verbally given at the 2/15/96 meeting then ... "was the contract ambiguous regarding payment for the removal of the Geotextile Retaining Walls?" Reviewed Harcon's arguments, but do not agree with Harcon's interpretations and find them to be unreasonable. ... find contract not ambiguous in this regard. ... agree with the DE's [District Engineer's] interpretation, i.e. that the walls are to be removed and paid for under Item SPB-04D. We [ITD] did a thorough review of the contract documents and found nothing there that would lead a bidder to believe that the Geotextile Retaining Wall was to be removed and paid for under an excavation item, either Item 205A Excavation or 210-A-2 Structure Excavation, as Harcon has claimed in their letter dated 6/21/99.

If the Geotextile Retaining Wall was to be removed and paid for under an excavation item there would be a substantial quantity of Item 205A or 210-A-2 on Sheet 27 of 32 of the Plans and the only excavation quantity there is 242CY of Structure Excavation.

Harcon did not ask if the removal of the Geotextile Retaining Wall was to be paid under Item 205A or 210-A-2, as they now say is their [Harcon] interpretation. Harcon's question was, *"Does the Geo-Textile Wall that supports the Detour Bridge Abutment have to come back out again under Item SPB-04D?"*

Inland Crane says in the claim that they only bid removal of the concrete abutments under Item SPB-04D. They [Inland Crane] say they did not include the removal of the Geotextile Retaining Wall.

The contract clearly provides for a completed work, i.e., for the temporary detour construction to be completely removed.

We [ITD] confirm the decision of the DE and find no entitlement to the claim.

In July 2, 1998 letter from the ITD Resident Engineer, stated "I must reiterate that the removal of the GRW is included in Item SPB-04D. The Resident Engineer continues "Inland Crane's letter seems to concur with my standpoint that the GRW is a part of the structure and not an approach fill as you mentioned in our last partnering meeting. In addition, the definition of substructure as given in Subsection 101.02 of the Standard Specifications is as follows, 'That part of the structure below the bridge seats...'. The letter then continues to inform Harcon [Inland Crane] that "In my consideration of your request, I solicited input from an

independent bridge designer, who concurred that the GRW is substructure. His [the bridge designer] concurrence was based on other bridges that had sheet pile or soldier pile wall substructures."

### **DISPUTE REVIEW BOARD RECOMMENDATION:**

In reviewing the Specifications, the Contract, the Drawings, and submittals by each of the parties, the DRB finds conflicting interpretations on the part of Harcon/Inland (H/I) and the Idaho Transportation Department (ITD).

This recommendation consists of two parts as follows:

Part one in that SPB-2 specifies the work required to furnish and install a complete Geotextile Retaining Walls.

Part two in that SPB-4D specifies the work required to remove truss span carrier beams and substructure for the carrier beams and detour bridge.

Part two is further divided into two work activities for the removal of the Geotextile Retaining Wall constructed in Item SPB-02, i.e. **Substructure and Structures.**

The DRB finds that Special Provision SPB-4D and Item SPB-04-D includes the removal of the **Substructure** constructed to support Abutments 1 and 2. Referring to Sheets 1, 4, 6, 7 and 13 of 18, that segment of the Geotextile Retaining Walls supporting Abutments 1 and 2 is defined as that dimension beneath an Abutment extending toward the river, such as the 11'-0" from the Abutment 1 Backwall and a dimension no greater than 11'-0" as a Wingwall allowance and the 9'-6" from Abutment 2 Backwall. A Wingwall allowance of 11'-0" will also apply to Abutment 2.

The DRB finds that the removal of Geotextile Retaining Wall material is or should have been included with Item 205A Excavation as noted on Sheets 29 and 31 of 32 in the note "Earthwork Quantities Included in Main Roadway". By definition "retaining walls" are **Structures**. The quantity removed will be that material beyond the limits established above for the **Substructure** material to be removed. Referring to Sheet 7 of 18 the removal of GRW for Abutment 1 will be 45'-0" less 22'-0" left and 75'-0" less 22'-0" right, 23' and 53' respectively. The removal of GRW for Abutment 2 will be 140'-0" less 20'-6" or 119'-6". The removal of the Geotextile Retaining Wall could also have been a separate bid item.

## **DISPUTE REVIEW BOARD FINDINGS:**

Specifications define **Structures** in part as "... retaining walls ..." and **Substructure** in part as "That part of the structure below the bridge seats, ... . Wingwalls and backwalls of abutments shall be considered as part of the substructure."

Special Provisions Sheet 70 of 127 through Sheet 76 of 127 describe the requirements for **SPB-2 GEOTEXTILE RETAINING WALLS** and include numerous references to "wall" or "retaining wall or walls" and the opening sentence states "*This work shall consist of designing and constructing temporary Geotextile retaining walls at Abutments 1 and 2 of the detour bridge in accordance with the Plans, the Standard Specifications and the Special Provisions.*" Note the word **at** is used not the word **for**.

Special Provisions Sheet 78 of 127 through Sheet 80 of 127 describes the requirements for **SPB-4 BRIDGE REMOVAL** and in particular SPB-4D includes no references to "wall" or "retaining wall or walls."

### **Plan and Profile Drawings:**

Bridge Plans, Detour Bridge, Sheet 1 of 18 depicts Abutment 1 founded on Geotextile Retaining Wall and Abutment 2 founded on original ground. Geotextile Retaining Wall at Abutment 1 Lt.  $\pm 43$  If, Rt.  $\pm 67$  If to Bridge, and at Abutment 2 Lt  $\pm 137$  only.

Bridge Plans, Geotextile Retaining Wall, Sheet 7 of 18 Plan at Abutment 1 and View A-A adds another 11 feet plus slope projection to the GRW at Abutment 1 to provide a platform, or **Substructure**, for the Abutment. Plan at Abutment 2 does not provide a platform, or **Substructure**, for the Abutment such as shown in View A-A, but it is evident a platform is required. Typical Section, lower right, indicates limits of GRW Backfill and Compaction and the Shotcrete Wall limits.

Bridge Plans, Abutment 1, Sheet 4 of 18, Elevation, calls out Geotextile Retaining Wall, see Sheet 7 and provides Abutment 1 Plans and Sections.

Bridge Plans, Abutment 2, Sheet 6 of 18, Elevation, provides Abutment 2 Plan, Elevation and Sections. Typical Section at Abutment 2 indicates the Footing and most of the Seat below existing ground at the East Edge of Abutment. The contours for Plan at Abutment 2 on Sheet 7 of 18 indicate a 24 foot elevation differential. This is confirmed in the Photographs provided by ITD and H/I at the oral presentations.

Roadway Summary, Goff Bridge N. of Riggins, Sheets 11 of 32 through 13 of 32 does not include an Excavation Quantity for Sheets Number Detour 28, Detour 30 and Str No 15440. This provided the basis for ITD to conclude that the Removal of Geotextile Retaining Wall would not be included with Item 205A or 210-A-2.

Project Profile Sheet, Goff Bridge N. of Riggins, Sheets 29 of 32 and 31 of 32 contain the note at the lower right "Earthwork Quantities Included in Main Roadway". What are the Earthwork Quantities referenced here? Not the "including the backfill material" the Basis of Payment for Item SPB-2. The total of 50,724 CY for Item 205-A on Sheet 11 of 32 is the sum of the Excavation Quantities from Sheets 16, 19, 22, 25 and 27 of 32.

In reference to the 2/15/96 pre-bid, the DRB offers the following comments:

The question asked was "Does the Geo-Textile Wall that supports the Detour Bridge abutment have to come back out again under Item SPB-04D?" The answer provided by ITD was "Yes". The DRB believes the answer is correct, but also believes ITD did not recognize the question. The question referred to "supports the Detour Bridge abutment". The definition of **Substructure** requires the Geo-Textile Wall that supports the Detour Bridge abutment to be removed as the work included in Item SPB-04D. The answer did not address the removal of the Geotextile Retaining Wall. The definition of **Structure** "... shall consist of ... retaining walls ... and any incidental construction not otherwise defined herein." ITD did not include this and other questions in an Addendum answered orally and therefore "... will not be binding ..." Contrary to ITD's position that Harcon did not pass this information on to their subcontractor, Harcon said it wasn't their responsibility. A contractor does bear the burden of risk for all information given at the pre-bid conference, ITD's position that Harcon still had time to notify ITD that the pre-bid meeting minutes were not included in the addendum and to inquire about the bidder's responsibility for the information given at the meeting. This is not the responsibility of a contractor.

Harcon brought out during the oral presentations September 12<sup>th</sup> that many times a contractor will submit a question to an owner in order to have the completion include a cost in their bid that the contractor asking the question for which the contractor has already developed a solution. This may have been beneficial because the second bidder was reported by ITD to have priced Item SPB-04-D at \$56,000 vs. the \$25,000 priced in the Harcon bid. Other bidder pricing for this item was not disclosed. Did Harcon have it figured out? It appears at least to be partially true.

The solicited input from an independent bridge designer concurring that GRW is a substructure is valid, as the DRB described in Part two above. His concurrence was based on other bridges that had sheet pile or soldier pile wall substructures. The experience of the DRB agrees with this and has employed this technique for temporary bridges such as this Detour Bridge. However this DRB, and I doubt if the design engineer solicited has ever had a substructure with wingwalls with a dimension of this magnitude.

**STATE OF IDAHO**  
**IDAHO TRANSPORTATION DEPARTMENT**  
**STATE HIGHWAY FUND**  
**CERTIFICATION OF RECEIPTS AND DISBURSEMENTS CASH BASIS**  
**JULY 1, 2001 - JUNE 30, 2002**

Cash Balance - July 1, 2001		\$34,768,219
Receipts		
Transfer From Highway Distribution Account	\$168,210,100	
Miscellaneous Receipts	<u>22,408,356</u>	
Total State Receipts	190,618,456	
Federal Aid	179,183,300	
City & County Contributions	<u>5,813,000</u>	
Total Receipts		\$375,614,756
Disbursements		
Expenditures	386,290,000	
Transfers Out	<u>96,300</u>	
Total Disbursements		<u>386,386,300</u>
Net Change in Cash Balance		<u>(10,771,544)</u>
Cash Balance - June 30, 2002		23,996,675
Long Term Investment Account Balance - July 1, 2001	51,945,899	
Interest Earned on Long Term Investment Account	<u>3,529,984</u>	
Long Term Investment Account Balance - June 30, 2002		<u>55,475,883</u>
Total Cash & Investments - June 30, 2002		79,472,558
Less: Outstanding Encumbrances		15,543,330
ST program Obligations	40,889,503	
State Match on Federal Program Obligations	10,111,828	
Rural Secondary Exchange	<u>39,482</u>	
Total State Funds for Highway Program Obligations		<u>\$51,040,813</u>
Total Encumbrances & Obligations as of June 30, 2002		66,584,143
Railroad Protection Liability	1,214,198	
Sales Tax Liability	53,025	
Deferred Revenue	<u>\$6,876,831</u>	
Total Liabilities		<u>8,144,054</u>
Net Resources Available - June 30, 2002		<u>\$4,744,361</u>

Prepared By:



David O Tolman, Controller  
Idaho transportation Department

Certified:

Idaho Transportation Board



Charles L Winder  
Chairman

## BEFORE THE IDAHO TRANSPORTATION BOARD

## STATE OF IDAHO

In the Matter of the Appeal of the Claim of :

Kloepfer, Inc.

v.

The Idaho Transportation Department

Claim for the Rejection of Plant Mix Pavement  
 on SH 24-SH 25 Cameron's Corner, Rupert  
 Project STP-7812(101), Key No. 5406  
 Contract No. 6334

FINAL DECISION

**I. PRIOR PROCEEDINGS**

This matter involves an administrative appeal from the decision of the Chief Engineer denying the above mentioned claim. This appeal was taken to the Board under the Idaho Transportation Department (ITD) Standard Specification §105.17, which is a part of the contract for the construction of this project. The Board received this appeal from Kloepfer, Inc. (Claimant) on March 25, 2002. The Board approved the use of a one-member Dispute Review Board (DRB) selected by the parties under the ITD Standard Specifications, to receive evidence from Claimant and ITD on the claim, and submit findings and recommendations to the Board. A hearing was held before the DRB on September 19, 2002. The DRB issued its findings and recommendations on October 2, 2002, and transmitted the recommendations to the parties and the Board.

This matter came before the Board for review and issuance of a final decision on November 22, 2002 at a regularly scheduled meeting of the Board. The Board having reviewed the findings and recommendations of the DRB, and being fully advised in the matter now renders its final decision on the appeal of this claim.

## II. FACTUAL FINDINGS

The Board adopts as its own the findings of the DRB as set forth in its letter of findings and recommendations dated October 2, 2002, a copy of which letter is attached as Exhibit A and incorporated herein by this reference.

## III. CONCLUSIONS OF LAW

Based upon the foregoing findings, it is the Conclusion of the Board that Claimant has not established entitlement to additional compensation for the rejection by ITD of plant mix pavement placed by the Claimant on the project which did not meet specifications.

## IV. DECISION

Claimant's appeal is dismissed and the decision of the Chief Engineer dated February 25, 2002 denying entitlement is affirmed.

DATED this 22<sup>nd</sup> day of November, 2002.

  
CHARLES L. WINDER  
Chairman, Idaho Transportation Board

## CERTIFICATE OF MAILING

I HEREBY CERTIFY that on the 11<sup>th</sup> day of ~~November~~ <sup>December</sup>, 2002, I caused a true and correct copy of the above and within FINAL DECISION to be mailed by first class mail, postage prepaid, to:

Karl H. Kloepper  
Kloepper, Inc.  
P.O. Box 840  
Paul, Idaho 83347

Idaho Transportation Department  
P.O. Box 7129  
Boise Idaho 83707-1129

