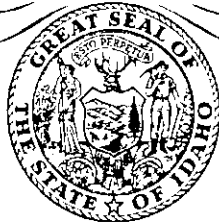


State of Idaho



Department of State

CERTIFICATE OF AMENDMENT OF ARTICLES OF INCORPORATION

I, ARNOLD WILLIAMS, Secretary of State of the State of Idaho, and legal custodian of the corporation records of the State of Idaho, do hereby certify that the

HARTWELL EXCAVATING CO.

a corporation organized and existing under and by virtue of the laws of the State of Idaho, filed in this office on the **5th** day of **October**, 19 **65**, original articles of amendment, as provided by Section **§ 30-146, 30-147, 30-151 and 30-152, Idaho Code; Agreement of Merger, merging H & F CONTRACTORS, INC., with and into HARTWELL EXCAVATING CO., both Idaho corporations, the latter being the surviving corporation,**

will be
and that the said articles of amendment contain the statement of facts required by law, and ~~are~~
recorded on ~~Film No.~~ **microfilm** of Record of Domestic Corporations of the State of Idaho.

I THEREFORE FURTHER CERTIFY, That the Articles of Incorporation have been amended accordingly.

IN TESTIMONY WHEREOF, I have hereunto
set my hand and affixed the Great Seal of the
State. Done at Boise City, the Capital of Idaho,
this **5th** day of **October**,
A. D., 19 **65**.

Secretary of State

MERGER AGREEMENT OF
HARTWELL EXCAVATING CO.
AND
H & F CONTRACTORS, INC.

THIS AGREEMENT OF MERGER, Dated as of the 25th. day of March, 1965,
between HARTWELL EXCAVATING CO., an Idaho corporation, (hereinafter
sometimes referred to as "Hartwell"), together with all of the directors thereof,
Parties of the First Part, and H & F CONTRACTORS, INC., an Idaho Corporation
(hereinafter sometimes referred to as "H & F") together with all of the directors
thereof, Parties of the Second Part;

WHEREAS, Hartwell Excavating Co., an Idaho corporation, and H & F
Contractors, Inc., an Idaho corporation, are respectively corporations
organized under the laws of the State of Idaho, and

WHEREAS, the total number of shares of stock which Hartwell is
authorized to issue is 1,000 shares of capital stock having a par value of
\$100.00 per share of which 617 shares of capital stock of said corporation are
issued and outstanding, and

WHEREAS, the total number of shares of stock which H & F is authorized
to issue is 1,000 shares of capital stock having a par value of \$100.00 per
share of which 285 shares of capital stock of said corporation are issued and
outstanding, and

WHEREAS, the parties hereto desire that H & F Contractors, Inc. be
merged into Hartwell Excavating Co.;

NOW, THEREFORE, In consideration of the premises and of the mutual
promises and covenants herein contained, it is hereby agreed between the
parties hereto, acting in pursuance to the provisions of 30-151 and 152 of the
Idaho Code, together with any other appropriate Idaho Statutes relative to the
merger of corporations, that H & F Contractors, Inc. shall be merged with
Hartwell Excavating Co. as a single corporation (Hereinafter referred to as the

security of real estate, and to collect said loans, together with interest thereon.

8. To purchase, or otherwise acquire; to own, hold, use and enjoy, to improve, lease, mortgage, sell and transfer, exchange or otherwise dispose of; to invest in, trade in and deal with, and deal in, real estate of every kind and description.

9. To purchase, buy, invest in, guarantee, underwrite, or acquire any note, bond, stock, debenture, participation, security contract, overdraft, claim, judgment, choses in action, real estate, fixtures, furniture, or any other asset not herein enumerated.

10. To sue and be sued, appear and complain and defend in any court of law and equity, or before any Board, Commission, or Tribunal.

11. To make secured loans in any amount, and to sell participations in such loans, either with or without recourse, and to hold collateral in connection therewith in trust for the holders of participations, and to hold the evidence of debt in connection with such loan, and to issue evidences of interest to any person, partnership, firm, or corporation or association which may purchase an interest in such loan; and to enforce the collection thereof for the benefit of the holders of such participations.

12. To do all things necessary, essential, convenient, or proper for the accomplishment of any and all of the aforementioned purposes or the attainment of any and all of the objects above mentioned or incident to the powers herein named, or which shall at any time appear to be conducive or expedient or beneficial to this corporation, and to such end to have any and all powers conferred upon corporations organized under the general laws of the State of Idaho.

FOURTH: The total authorized capital stock of said corporation shall

"Corporation"); and the parties hereto (hereinafter sometimes referred to as the "Constituent Corporation") hereby agree to and prescribe the terms and conditions of such merger, the mode of carrying the same into effect, and state such facts required or permitted by the provisions of Chapter 30 of the Idaho Code to be set out in certificates of incorporation as can be stated in the case of a merger in such form as the circumstances of the case require as well as the manner of converting the shares of H & F Contractors, Inc., into shares or other securities of Hartwell Excavating Co. with other details and provisions deemed necessary.

FIRST: H & F Contractors, Inc. shall be merged into Hartwell Excavating Co., and the corporate existence of H & F Contractors, Inc. shall cease and the corporate existence of Hartwell Excavating Co. shall continue under its present name, namely, "Hartwell Excavating Co."

SECOND: The principal office of the Corporation in the State of Idaho is located at Milligan Road, in the County of Bonneville. The name of its operating manager therein and in charge thereof is George A. Hartwell, whose address is: Milligan Road, Idaho Falls, Idaho.

THIRD: The nature of the business and the objects and purposes proposed to be transacted, promoted and carried on by the Corporation, are as follows:

1. To carry on a general earth moving, tractor and contracting business, and to that end, to lease, charter, own, manufacture, acquire, deal in, advertise and dispose of, cranes, bulldozers, tractors, trucks, rigging, automobiles and other vehicles, and kindred appliances and equipment.

2. To carry on and conduct a general contracting business, including the designing, contracting, enlarging, repairing, remodeling or otherwise engaging in any work upon buildings, roads, alleys, easements, sidewalks, highways, bridges, or manufacturing plants, and to engage in iron, steel,

wood, brick, concrete, stone, cement, masonry, earth construction, sewer line constructions, water line construction, and to purchase materials used in the types of construction listed above, and to execute contracts, or to receive assignments of contracts therefor, or relating thereto; also to manufacture and furnish the building materials and supplies therewith.

3. To engage in the business of transporting persons and property for hire by motor vehicle, aircraft, watercraft, and other means of conveyance, as a common carrier or otherwise, and to acquire, own, operate, lease, and dispose of like businesses.

4. To conduct the business of a filling and service station, which business shall include the dealing in gasoline and all other petroleum products; all kinds of oils and products used for motor fuel or lubrication; all manner of accessories and appliances to be used for or on motor vehicles of every description, and other articles and items of interest useful to or desirable for patrons of such a filling station; the washing, polishing, and storing of motor vehicles; and such other business as is usual, proper, and necessary in such enterprise.

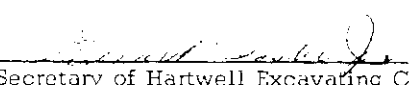
5. To transact the business of investing on behalf of itself or others, any part of its capital and such additional funds as it may obtain, or any interest therein, either as tenant in common or otherwise, and selling or otherwise disposing of the same, or any part thereof, or interest therein.

6. To purchase or otherwise acquire, own, mortgage, pledge, sell, assign and transfer, or otherwise dispose of, to invest, trade, deal in and deal with, goods, wares, and merchandise and real and personal property of every class and description.

7. To loan money on any stock, bond, debenture, participation, certificate, contract or other writing, or personal property, or upon the

proper resolution, the Stockholders of record of Hartwell Excavating Co. unanimously approved the foregoing agreement of merger of H & F Contractors, Inc. into Hartwell Excavating Co.

IN WITNESS WHEREOF, said corporation has caused its corporate name to be hereto subscribed and its corporate seal to be affixed the day and year first above written.


Secretary of Hartwell Excavating Co.

STATE OF IDAHO,)
) ss.
County of Bonneville.)


The undersigned Secretary of H & F Contractors, Inc., one of the corporations described in and a party to the foregoing agreement of merger, hereby certifies that the agreement was submitted to the Stockholders of H & F Contractors, Inc. at a special meeting of said corporation called for the purpose of considering said agreement, called separately from a meeting of the stockholders of Hartwell Excavating Co., for the purpose of taking the agreement into consideration and duly held on the 26th. day of March, 1965; that immediately prior to the commencement of the above described meeting, all of the Stockholders of record of H & F Contractors, Inc. executed a Waiver of Notice of Meeting, said Waiver of Notice providing in part that "we do hereby agree to waive any and all notice of said meeting and do agree that there may be taken up and discussed at said Stockholders' meeting, any business that might come before any regular Stockholders' meeting, and particularly the discussion and approval of the suggested merger agreement of H & F Contractors, Inc. into Hartwell Excavating Co."; that at the meeting of said Stockholders the foregoing agreement of merger was considered and on proper resolution, the Stockholders of record of H & F Contractors, Inc.

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330 W. STEWART
IDAHO FALLS, IDAHO 83402

executed the same on behalf of said corporation.

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

(Seal)


Notary Public for State of Idaho

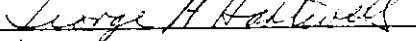
Residing at: Idaho Falls, Idaho

My Commission Expires: 3/15/67

The foregoing Agreement of Merger having been executed unanimously by the directors of each of the parties thereto and having been duly adopted by the Stockholders of each of the parties thereto in accordance with the provisions of Chapter 30 of the Idaho Code together with other appropriate Idaho Statutes relative to the merger of corporations, and that fact having been certified on the Agreement of Merger by the Secretary of each of the parties hereto, and the President and Secretary of each of the parties do now hereby execute the agreement of merger under the corporate seals of their respective corporations, by authority of the Directors and Stockholders thereof as the act, deed and agreement of each of said corporations, this 31st. day of March, 1965.

HARTWELL EXCAVATING CO.

(Seal)

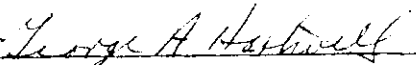
By 
President

Attest:


Secretary

H & F CONTRACTORS, INC.

(Seal)

By 
President

Attest:


Secretary

be \$100,000.00 divided into 1,000 shares of the par value of \$100.00 each, and all of said capital stock shall be common stock.

FIFTH: That the number of directors of said corporation shall be not less than three (3) nor more than seven (7), to be elected annually.

SIXTH: Subject to the dissolution in the manner provided by the law, the duration of this corporation shall be perpetual.

SEVENTH: The Board of Directors shall have the power to repeal and amend the By-Laws of the corporation and adopt new By-Laws at any meeting of the Board of Directors. All By-Laws shall be subject to amendment, alteration and repeal by the Stockholders at any annual meeting or at any special meeting called for such purpose.

EIGHTH: The capital stock of this corporation shall be non-assessable and the private property of the stockholders of this corporation shall not be liable for the debts, obligations, or liabilities of this corporation.

NINTH: The By-Laws of Hartwell Excavating Co. in effect immediately prior to the effective date of this merger shall be the By-Laws of Hartwell Excavating Co. after said merger until the same shall be altered, amended, or repealed as provided under the present Articles, By-Laws and Statutes of the State of Idaho pertaining to the amendment of said By-Laws.

TENTH: The names and respective places of residence of the Board of Directors of Hartwell Excavating Co., who shall hold office from this date until the next annual meeting of the stockholders of the corporation and until their respective successors shall be elected and qualified, are as follows:

NAME	PLACE OF RESIDENCE
GEORGE A. HARTWELL	Milligan Road, Idaho Falls, Idaho
ANTONE DALE HARTWELL	2790 N. Holmes Ave., Idaho Falls, Idaho
LEONARD FOSTER, JR.	1430 Riviera Drive, Idaho Falls, Idaho

CLYDE G. CHARLES Route 5, Box 157A, Idaho Falls, Idaho

ELEVENTH: That the present officers of Hartwell Excavating Co. duly elected as said officers at the last annual meeting of said company will continue to hold office until the next annual meeting as provided in said By-Laws, said names and respective addresses together with the office held by each are as follows, to-wit:

NAME	PLACE OF RESIDENCE	OFFICE
GEORGE A. HARTWELL	Milligan Road, Idaho Falls, Idaho	President
ANTONE DALE HARTWELL	2790 N. Holmes Ave. Idaho Falls, Idaho	Vice-President
LEONARD FOSTER, JR.	1430 Riviera Drive Idaho Falls, Idaho	Secretary-Treasurer
CLYDE G. CHARLES	Route 5, Box 157 A Idaho Falls, Idaho	Assistant Secretary

TWELFTH: Immediately upon this agreement of merger becoming effective, the shares of H & F Contractors, Inc. shall ipso facto and without any other action on the part of the respective holders thereof, become and be converted into capital stock of Hartwell Excavating Co. as follows:

(a) Each outstanding share of capital stock of H & F Contractors, Inc. shall be exchanged for a share of capital stock of Hartwell Excavating Co., an Idaho Corporation.

THIRTEENTH: This agreement shall be submitted to the stockholders of Hartwell Excavating Co. and to the Stockholders of H & F Contractors, Inc., in the manner provided by law, and if the votes of stockholders of each such corporation representing two-thirds of the total number of shares of its issued capital stock shall be for the adoption of this agreement, it shall, subject to the provisions of this Article take effect as the agreement of merger of Hartwell and H & F on the filing hereof with the office of the Secretary of State of the

State of Idaho, with evidence of its adoption as required by law.

Anything to the contrary herein notwithstanding, if the Board of Directors of Hartwell in its discretion should determine, either before or after the meeting of the Stockholders of Hartwell, to vote on the adoption or rejection of this agreement of merger, that, by reason of potential liability with respect to shares owned by stockholders filing written objections to the merger, or for any other legal, financial, economic or business reason deemed sufficient by said Board, it is not in the interest of Hartwell Excavating Co. or its stockholders or is otherwise advisable or impracticable to consummate the merger, the Board of Directors may abandon the merger by directing the officers of Hartwell Excavating Co. to refrain from executing or filing this agreement of merger, and thereupon this agreement of merger shall be void and of no effect.

FOURTEENTH: When this agreement of merger shall have been signed, acknowledged, filed and recorded in the manner required by the laws of the State of Idaho, the separate existence of H & F Contractors, Inc. shall cease and H & F Contractors, Inc. shall be merged into Hartwell in accordance with the provisions of this agreement, with Hartwell possessing all the rights, privileges, powers, and franchises as well of a public as of a private nature, and being subject to all of the restrictions, disabilities and duties of H & F Contractors, Inc.; and all and singular, the rights, privileges, powers and franchises of H & F Contractors, Inc., and all property, real, personal and mixed, and all debts due to H & F Contractors, Inc. on whatever account, as well as the stock subscriptions as all other things in action or belonging to H & F Contractors, Inc., shall be vested in Hartwell Excavating Co.; and all property, rights, privileges, powers and franchises, and all and every other interest, shall be thereafter as effectually the property of Hartwell Excavating Co., with the same rights of ownership, both legal and equitable as previously existed with H & F Contractors, Inc. on the effective date of this Merger

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Agreement; and the title to any real property vested or deeded or otherwise under the laws of the State of Idaho, in H & F Contractors, Inc. shall not revert or be in any way impaired by reason of the merger; provided, however, that all rights of creditors and all liens upon the property of H & F Contractors, Inc. shall be preserved, unimpaired, and all debts, liabilities and duties of H & F Contractors, Inc. shall henceforth attach to Hartwell Excavating Co. and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it.

If, at any time after the effective date of the merger, the Corporation shall consider or be advised that any instruments of further assurance are desirable in order to evidence the vesting in the corporation of the title of H & F to any of its property or rights, the appropriate officers and directors of the corporation are hereby authorized to execute and acknowledge all such instruments of further assurance, and to do such other acts or things, either in the name of H & F Contractors, Inc. or in the name of the Corporation, as may be requisite or desirable to carry out the purposes of this agreement of merger as hereinbefore expressed.

IN WITNESS WHEREOF, this agreement of merger has been signed by the Directors or a majority thereof, of Hartwell Excavating Co. and H & F Contractors, Inc. under their respective corporate seals, as of the day and year first above written.

George H. Hartwell

James E. Hartwell

Arthur A. Hartwell

The above represents all of the directors of Hartwell Excavating Co.

George H Hartwell

Antone Dale Hartwell

Leonard Foster, Jr.

The above represents all of the directors of H & F Contractors, Inc.

STATE OF IDAHO,)
) ss.
County of Bonneville.)

I hereby certify that on this 29th day of March, 1965, before me, the undersigned Notary Public in and for said State, personally appeared George A. Hartwell, Antone Dale Hartwell and Leonard Foster, Jr., known to me to be the Directors of Hartwell Excavating Co., one of the corporations executing the foregoing instrument, and the persons that subscribed their names to the foregoing instrument, and acknowledged to me that they executed the same.

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

Sharon E. Peterson

Notary Public for State of Idaho

(Seal)

Residing at: Idaho Falls, Idaho

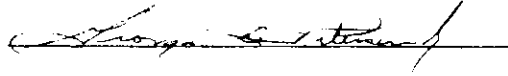
My Commission Expires: 3/15/67

STATE OF IDAHO,)
) ss.
County of Bonneville.)

I hereby certify that on this 29th day of March, 1965, before me, the undersigned Notary Public in and for said State, personally appeared George A. Hartwell, Antone Dale Hartwell, and Leonard Foster, Jr. known to me to be the Directors of H & F Contractors, Inc., one of the corporations executing the foregoing instrument, and the persons that subscribed their names to the

foregoing instrument, and acknowledged to me that they executed the same.

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



(Seal)

Notary Public for State of Idaho

Residing at: Idaho Falls, Idaho

My Commission Expires: 3/15/67

STATE OF IDAHO,)
) ss.
County of Bonneville.)

The undersigned Secretary of Hartwell Excavating Co., one of the corporations described in and a party to the foregoing agreement of merger, hereby certifies that the agreement was submitted to the Stockholders of Hartwell Excavating Co. at a special meeting of said corporation called for the purpose of considering said agreement, called separately from a meeting of the Stockholders of H & F Contractors, Inc., for the purpose of taking the agreement into consideration, and duly held on the 26th. day of March, 1965; that immediately prior to the commencement of the above described meeting, all of the stockholders of record of Hartwell Excavating Co. executed a Waiver of Notice of Meeting, said Waiver of Notice providing in part that "we do hereby agree to waive any and all notice of said meeting and do agree that there may be taken up and discussed at said Stockholders' meeting, any business that might come before any regular stockholders' meeting, and particularly the discussion and approval of the suggested merger agreement of H & F Contractors, Inc. into Hartwell Excavating Co."; that at the meeting of said Stockholders the foregoing agreement of merger was considered and on

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unanimously approved the foregoing agreement of merger of H & F Contractors, Inc. into Hartwell Excavating Co.

IN WITNESS WHEREOF, said corporation has caused its corporate name to be hereto subscribed and its corporate seal to be affixed the day and year first above written.


Secretary of H & F Contractors, Inc.

STATE OF IDAHO,)
) ss.
County of Bonneville.)

I hereby certify that on this 29th day of March, 1965, before me, the undersigned Notary Public in and for said State, personally appeared Leonard Foster, Jr., known to be to be the Secretary of Hartwell Excavating Co. one of the corporations that executed the foregoing, and acknowledged to me that he executed the same on behalf of said corporation.

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



Notary Public for State of Idaho

(Seal)

Residing at: Idaho Falls, Idaho

My Commission Expires: 2/15/67

STATE OF IDAHO,)
) ss.
County of Bonneville.)

I hereby certify that on this 29th day of March, 1965, before me, the undersigned Notary Public in and for said State, personally appeared Leonard Foster, Jr., known to me to be the Secretary of H & F Contractors, Inc., one of the corporations that executed the foregoing, and acknowledged to me that he

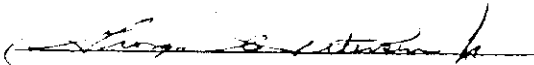
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PETERSEN, MOSS & OLSEN
220 "D" STREET
IDAHO FALLS, IDAHO 83402

STATE OF IDAHO,)
) ss.
County of Bonneville.)

I hereby certify that on this 29th day of March, 1965, before me, the undersigned Notary Public in and for said State, personally appeared George A. Hartwell and Leonard Foster, Jr., known to me to be the President and Secretary, respectively, of Hartwell Excavating Co., one of the corporations that executed the foregoing instrument, and acknowledged to me that such corporation executed the same.

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

(Seal)


Notary Public for State of Idaho

Residing at: Idaho Falls, Idaho

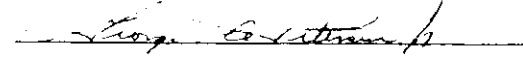
My Commission Expires: 3/15/67

STATE OF IDAHO,)
) ss.
County of Bonneville.)

I hereby certify that on this 29th day of March, 1965, before me, the undersigned Notary Public in and for said State, personally appeared George A. Hartwell and Leonard Foster, Jr., known to me to be the President and Secretary, respectively, of H & F Contractors, Inc., one of the corporations that executed the foregoing instrument, and acknowledged to me that such corporation executed the same.

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

(Seal)


Notary Public for State of Idaho

Residing at: Idaho Falls, Idaho

My Commission Expires: 3/15/67