

APPENDIX 2

EXHIBIT C

When recorded return to:

Dick Mollerup, Esq.
Meuleman Mollerup
755 W. Front St
Suite 200
Boise, ID 83702

THE HARRIS RANCH COMMUNITY INFRASTRUCTURE DISTRICT NO. 1 (CITY OF BOISE, IDAHO)

GENERAL PLAN

To: City Clerk, City of Boise, Idaho

For the purposes of Section 50-3103, Idaho Code, the following is the general plan for the proposed Harris Ranch Community Infrastructure District No. 1:

Article I.

GENERAL AREA TO BE IMPROVED WITHIN THE DISTRICT

All that area described in Exhibit A attached hereto and made a part hereof for all purposes shall comprise the area to be benefited. The community infrastructure improvements shall be constructed in public rights-of-way or easements located both within and outside the Harris Ranch Community Infrastructure District No. 1 (City of Boise, Idaho) (the "***District***") and the areas described in Exhibit A hereto, are for the benefit of the area described in Exhibit A hereto.

The purpose of the District is to provide for the financing, construction and/or acquisition of community infrastructure and community infrastructure purposes as herein defined, and as more fully set forth pursuant to the District Development Agreement as that term is set forth in Section 50-3102(7), Idaho Code. Such community infrastructure shall directly or indirectly benefit the District property. Future annexations to the District pursuant to Section 50-3106, Idaho Code, shall be prohibited except as may provided in the District Development Agreement.

Article II.

GENERAL DESCRIPTION OF THE COMMUNITY INFRASTRUCTURE FOR WHICH THE DISTRICT IS PROPOSED TO BE FORMED:

1. INITIAL COMMUNITY INFRASTRUCTURE

The proposed District is to be formed to accomplish the purposes permitted in Section 50-3101 et. seq., Idaho Code (the "*Act*"). All necessary approvals for site development under the Local Land Use Planning Act, Idaho Code § 67-6501 et seq., and the planning and zoning ordinances of the City of Boise have been obtained. It is anticipated that the District will initially construct and/or acquire the community infrastructure more fully described in Exhibit B, incorporated herein by reference, which shall be available for use by the public. Future community infrastructure which is presently contemplated and may be completed include certain water and sewer facilities, road improvements, parks, as well as drainage, public recreational facilities, public safety facilities and other eligible community infrastructure as provided in Sections 50-3102 and 67-8203 (24), Idaho Code, for the District. The map attached as Exhibit C sets forth the general location of the district and the community infrastructure described in Exhibit B.

The estimated cost of such community infrastructure to be financed through the District expressed in terms of 2010 dollars, not adjusted for inflation, is estimated to be approximately Fifty Million Dollars (\$50,000,000).

2. ADDITIONAL COMMUNITY INFRASTRUCTURE

In addition to the initial community infrastructure described in paragraph 1 above, the proposed District is being formed for accomplishing the following community infrastructure improvements as such improvements are authorized by the governing body of the District (the "*District Board*") in accordance with applicable law and are consistent with the powers of a community infrastructure district:

- (a) Highways, parkways, expressways, interstates, or other such designation, interchanges, bridges, crossing structures, traffic control signals, landscaping and any local components of state or federal highways and related appurtenances;
- (b) Public parking facilities, including all areas for vehicular use for travel, ingress, egress, and parking;
- (c) Parks, open space, recreation areas, trails and areas for pedestrian, equestrian, bicycle or other non-motor vehicle use for travel, ingress, egress, and parking, and all other related capital improvements;

- (d) Public safety facilities, including law enforcement, fire, emergency medical and rescue and street lighting facilities;
- (e) Acquiring interest in real property for community infrastructure;
- (f) Financing costs related to the construction of items listed in this subsection;
- (g) Impact fees;
- (h) Water supply production, treatment, storage and distribution facilities;
- (i) Wastewater collection, treatment and disposal facilities; and
- (j) Storm water collection, retention, detention, treatments and disposal facilities, flood control facilities, and bank and shore protection and enhancement improvements.

Upon completion and/or acquisition of community infrastructure by the District; such community infrastructure shall be dedicated by the District to the appropriate governmental agency and/or agencies that are political subdivisions of the State of Idaho including but not limited to the City of Boise, the Ada County Highway District ("**ACHD**"), and the Idaho Transportation Department ("**ITD**"), for ownership and on-going maintenance of the community infrastructure.

3. FINANCING METHODS

The financing methods to be allowed for the financing, construction and/or acquisition of community infrastructure, pursuant to the General Plan, shall be that permitted by the Act including: (a) general obligation bonds ("**GO Bonds**"), and (b) special assessment bonds ("**SA Bonds**").

(a) General Obligation Bonds

The District may annually levy and collect an ad valorem tax upon all taxable property in the District which shall be sufficient after giving prudent consideration to other funds available to the District to pay when due the principal of, interest on and premium, if any, on the general obligation debt incurred by the District to finance community infrastructure purposes, including, the financing, construction or acquisition of community infrastructure. Except as provided below, the maximum GO Bond debt service tax levy may not exceed 0.003 (3 mills) of the assessed value of taxable property contained within the boundaries of the District.

The maximum GO Bond debt service tax levy may not exceed 0.003 (3 mills) of the assessed value of taxable property. GO Bonds may be authorized by the District Board for situations where a tax rate greater than 0.003 (3 mills) of the assessed value of taxable property would be necessary to pay the highest combined debt service of the proposed and

outstanding GO Bonds, if other sources of revenue or additional security acceptable to the District Board (e.g. letters of credit, cash, guarantees, or other financial assurances) are pledged to pay debt service on the GO Bonds in an amount that, when combined with the taxes collected at 0.003 (3 mills) tax rate or less, provides a sufficient amount to pay the highest combined debt service of the proposed and outstanding GO Bonds.

Pursuant to Section 50-3108 (4), Idaho Code, in no event shall the aggregate outstanding principal amount of the GO Bonds and any other indebtedness for which the full faith and credit of District are pledged exceed twelve (12) percent of the actual or adjusted market value for assessment purposes on all taxable real property within the District as such valuation existed on December 31 of the previous year.

(b) Special Assessment Bonds

The District may issue SA Bonds which are paid by special assessment liens placed on specific property. The assessments shall be levied pursuant to the procedures prescribed by Section 50-3109, Idaho Code, and in accordance with such other procedures as the District provides.

At the time of sale of the SA Bonds, an appraisal in form and substance satisfactory to the District, and prepared by an MAI appraiser (the "***Appraisal***") must show that the aggregate value of the land contained within the assessment area to be financed with assessment bonds is worth at least three (3) times as much as the principal amount of the SA Bonds allocated to the assessed land. Bonds sold in non-public sales shall be sold in a limited distribution to qualified institutional buyers, or accredited investors (as defined in Rule 144A and Rule 501(a), Regulation A, of the federal securities laws) or to sophisticated municipal market participants as that term is customarily used in the industry.

4. ANTICIPATED TAX LEVIES, SPECIAL ASSESSMENTS OR OTHER CHARGES

Anticipated Tax Levies – Except as provided in Section 3(a) herein, the maximum GO Bond debt service tax levy may not exceed 0.003 (3 mills) of the assessed value of taxable property contained within the boundaries of the District.

Anticipated Special Assessment – Maximum special assessment amounts shall not exceed thirty-three (33) percent of the aggregate fair market value of the property contained within the assessment area as determined by an MAI appraiser.

Anticipated Other Charges – The District Board may levy a tax upon all of the taxable real property within the District of up to one-hundredth of one percent (0.01%) of market value for assessment purposes, to be used only to reimburse or defray the administrative expenses of the District pursuant to the District Development Agreement and as authorized by Section 50-3113, Idaho Code. Additionally the District may levy user, landowner, and other fees and charges to finance Community Infrastructure.

RECEIPT

Received and filed in the office of the Clerk of the City of Boise, Idaho, for the
Harris Ranch Community Infrastructure District No. 1 (City of Boise, Idaho).

DATED: 4/3/10


Clerk

**GENERAL PLAN
FOR THE PROPOSED THE
HARRIS RANCH COMMUNITY INFRASTRUCTURE DISTRICT NO. 1
(CITY OF BOISE, IDAHO)**

LIST OF EXHIBITS

- EXHIBIT A District Boundary Legal Description
- EXHIBIT B Description District Infrastructure to be Financed
- EXHIBIT C Map Showing General Areas of the District Infrastructure to be Financed

General Plan- Exhibit A

Harris Ranch Community Infrastructure District No. 1
District Boundary Legal Description

Harris Ranch
Community Infrastructure District No. 1
District Boundary Legal Description

Parcel B:

The West half of Section 20, Township 3 North, Range 3 East, Boise Meridian, Ada County, Idaho;

EXCEPT the following tracts:

Tract 1

A parcel of land situate in the Southwest Quarter of Section 20, Township 3 North, Range 3 East, Boise Meridian, Ada County, Idaho, being more particularly described as follows:

COMMENCING at the West Quarter corner of said Section 20, which lies North 2644.29 feet from the Southwest corner of said Section 20; thence South 64°48'09" East 1680.32 feet, along a random line to the approximate centerline intersection of Barber Road and Shady Lane; thence South 30°37'45" West 795.86 feet along the centerline of Shady Lane; thence South 45°18'00" West 187.37 feet along the centerline of Shady Lane; thence South 44°42'00" East 15.00 feet to the Southeasterly boundary of Shady Lane and to the REAL POINT OF BEGINNING; thence North 45°18'00" East 114.07 feet along the Southeasterly boundary of Shady Lane; thence South 79°29'30" East 95.26 feet; thence South 10°30'30" West 290.68 feet; thence North 79°29'30" West 160.34 feet; thence North 10°30'30" East 197.00 feet to the REAL POINT OF BEGINNING.

Tract 2

A parcel of land situate in the Southwest Quarter of Section 20, Township 3 North, Range 3 East, Boise Meridian, Ada County, Idaho, being more particularly described as follows:

COMMENCING at the West Quarter corner of said Section 20, which lies North 2644.29 feet from the Southwest corner of said Section 20; thence South 64°48'09" East 1680.32 feet, along a random line, to the approximate centerline intersection of Barber Road and Shady Lane; thence South 30°37'45" West 376.45 feet along the centerline of Shady Lane; thence North 59°25'40" West 15.00 feet to the Northwesterly boundary of Shady Lane and to the REAL POINT OF BEGINNING; thence South 30°37'45" West 171.11 feet along the Northwesterly boundary of Shady Lane; thence North 59°25'40" West 254.58 feet; thence North 30°37'45" East 171.11 feet along a line parallel to the centerline of Shady Lane; thence South 59°25'40" East 254.58 feet to the REAL POINT OF BEGINNING.

Tract 3

The Southwest Quarter of the Northwest Quarter of Section 20, Township 3 North, Range 3 East, Boise Meridian, Ada County, Idaho.

Tract 4

That portion of said Section 20 conveyed to Idaho Power Company by deed recorded under Instrument No. 420137, of Official Records.

Tract 5

That portion of said Section 20 within the following described property:

A parcel of land located in the Southeast Quarter of Section 19, and the West half of the Southwest Quarter of Section 20, Township 3 North, Range 3 East, Boise Meridian, City of Boise, Ada County, Idaho, more particularly described as follows:

COMMENCING at the Southeast corner of said Section 19, from which the South Quarter corner of said Section 19 bears North 88°37'14" West, 2642.54 feet; thence North 25°32'37" East, 1199.44 feet to the beginning of a non-tangent curve to the left said point being the REAL POINT OF BEGINNING; thence 850.03 feet along the arc of said non-tangent curve to the left, having a radius of 1949.00 feet, a central angle of 24°59'20", and a long chord bearing North 77°32'48" West, 843.31 feet; thence South 89°57'32" West, 278.98 feet to the beginning of a curve to the left; thence 416.06 feet along the arc of said curve to the left, having a radius of 2154.51 feet, a central angle of 11°03'52", and a long chord bearing North 07°50'35" East, 415.41 feet; thence North 84°04'00" East, 1088.99 feet to the beginning of a non-tangent curve to the right; thence 61.83 feet along the arc of said non-tangent curve to the right, having a radius of 3236.01 feet, a central angle of 1°05'41", and a long chord bearing South 00°05'32" West, a distance of 61.83 feet; thence North 89°39'57" East, 61.01 feet to the beginning of a non-tangent curve to the right; thence 633.35 feet along the arc of said non-tangent curve to the right, having a radius of 3297.01 feet, a central angle of 11°00'23", and a long chord bearing South 06°07'30" West, a distance of 632.37 feet to the beginning of a compound curve; thence 39.67 feet along the arc of said compound curve, having a radius of 22.00 feet, a central angle of 103°19'11", and a long chord bearing South 63°17'17" West, 34.51 feet to the REAL POINT OF BEGINNING.

Parcel C:

The Northwest Quarter of the Northwest Quarter and the West half of the East half of the Northwest Quarter lying North of Warm Springs Avenue (Highway No. 21), Section 29, Township 3 North, Range 3 East, Ada County, Idaho;

EXCEPT that portion thereof conveyed to Ada County Highway District by deed recorded September 14, 2000 under Instrument No. 100073741, of Official Records.

Parcel D:

Government Lots 4 and 5, the West half of Government Lot 3, that portion of the West half of the East half of the Northwest Quarter lying Southwesterly of the right of way for Warm Springs Avenue, and that portion of the Northwest Quarter of the Northwest Quarter lying Southwesterly of the right of way for Warm Springs Avenue, all in Section 29, Township 3 North, Range 3 East, Boise Meridian, in Ada County, Idaho;

TOGETHER WITH

A portion of S. Eckert Road — a parcel of land being a portion of the West half of Section 29, Township 3 North, Range 3 East, Boise Meridian, Ada County, Idaho, more particularly described as follows:

COMMENCING at the North Quarter corner of Section 29, Township 3 North, Range 3 East, Boise Meridian, Ada County Idaho; thence South $00^{\circ}29'29''$ West on the North-South mid-section line of said Section 29, 3002.99 feet to a point; thence leaving said mid-section line North $89^{\circ}30'31''$ West 660.00 feet to a point on the Westerly boundary of the Idaho Power Company property as described in the Warranty Deed recorded in Book 434 of Deeds at page 108, records of Ada County, Idaho; thence North $86^{\circ}52'14''$ West 786.16 feet to a point of non-tangency; thence Southwesterly 365.31 feet on the arc of a non-tangent curve to the left, said curve having a central angle of $36^{\circ}58'49''$, a radius of 566.00 feet and a long chord of 359.00 feet which bears South $74^{\circ}38'20''$ West to a point on the Easterly right-of-way line of the existing Eckert Road as described in that deed recorded as Instrument No. 34746, dated February 11, 1911, of Ada County Records; thence along said Easterly right-of-way line North $49^{\circ}20'00''$ East 226.28 feet to a point of non-tangency, said point being on the Northerly right-of-way line of the new alignment of Eckert Road and also being the REAL POINT OF BEGINNING; thence on the new alignment of Eckert Road, 137.58 feet on the arc of a non-tangent curve to the left, said curve having a central angle of $12^{\circ}26'00''$, a radius of 634.00 feet, and a long chord of 137.31 feet which bears South $70^{\circ}41'16''$ West to a point on the existing Westerly right-of-way line of Eckert Road; thence North $49^{\circ}20'00''$ East 1447.08 feet on the said Westerly right-of-way line of Eckert Road as described in said Instrument No. 34746, to a point on the said Westerly Idaho Power Company property line; thence South $00^{\circ}29'29''$ West 66.41 feet on said Idaho Power Company property line to a point on the Easterly right-of-way line of Eckert Road as described in said Instrument No. 34746; thence South $49^{\circ}20'00''$ West 1275.49 feet on said Easterly right-of-way line to the REAL POINT OF BEGINNING.

AND TOGETHER WITH

Portions of the Southeast Quarter of the Southwest Quarter, and the Northwest Quarter of the Southwest Quarter, and the Southwest Quarter of the Northwest Quarter in Section 29, Township 3 North, Range 3 East, Boise Meridian, and more particularly described as follows:

COMMENCING at a brass cap monument marking the Northwest corner of said Section 29, from which an aluminum cap monument marking the North One-Quarter (1/4) corner of said Section 29 bears
South 89°35'29" East a distance of 2657.58 feet; thence
South 0°16'44" West a distance of 2447.24 feet along the West line of said Section 29 to the intersection with the meander line of the North (right) bank of the Boise River as described in the original GLO Survey Notes of 1868; thence
South 54°43'16" East (formerly described as South 55°00' East in said GLO Survey Notes), 23.27 feet along said North meander line; thence
South 56°13'16" East (formerly described as South 56°30' East in said GLO Survey Notes), 196.49 feet along said North meander line to the intersection with the ordinary high water line of the North (right) bank of the Boise River, said intersection being the REAL POINT OF BEGINNING; thence continuing
South 56°13'16" East, 113.71 feet along said North meander line; thence
South 39°43'16" East, 660.00 feet (formerly described as South 40°00' East 660.00 feet in said GLO Survey Notes), along said North meander line; thence
South 62°28'16" East a distance of 1320.00 feet (formerly described as South 62°45' East, 1320.00 feet in said GLO Survey Notes) along said North meander line; thence
South 32°43'16" East (formerly described as South 33°00' East in said GLO Survey Notes), 196.95 feet along said North meander line to the intersection with the East line of the West half of Government Lot 3; thence leaving said North meander line,
South 0°25'54" West 658.32 feet along said East line to a 5/8" iron pin monument marking the intersection with the ordinary high water line of the North (right) bank of the Boise River; thence along the said ordinary high water line to a 5/8" iron pin monuments the following courses and distances:
North 85°00'10" West 290.65 feet; thence
North 73°30'40" West 157.48 feet; thence
North 56°57'50" West 178.96 feet; thence
North 47°21'15" West 190.62 feet; thence
North 36°38'05" West 400.82 feet; thence
North 32°16'03" West 171.01 feet; thence
North 27°50'38" West 88.54 feet; thence
North 33°09'57" West 207.74 feet; thence
North 43°19'22" West 86.24 feet; thence
North 28°28'00" West 50.35 feet; thence
North 26°16'29" East 26.61 feet; thence
North 11°01'36" West 126.73 feet; thence
North 26°42'22" West 143.78 feet; thence
North 51°23'40" West 298.34 feet; thence
North 29°51'00" West 319.07 feet; thence
North 15°22'23" West 109.33; thence
North 13°31'39" East 38.90 feet returning to the REAL POINT OF BEGINNING.

EXCEPT that portion thereof conveyed to the State of Idaho Department of Parks and Recreation, by deed recorded April 25, 1988 under Instrument No. 8819518, of Official Records;

AND EXCEPT that portion of Eckert Road which has not been vacated;

AND EXCEPT

A parcel of land lying in a portion of the Southeast Quarter Northwest Quarter of Section 29, Township 3 North, Range 3 East, Boise Meridian, Ada County, Idaho and being particularly described as follows:

COMMENCING at a brass cap marking the One-Quarter corner between Sections 20 and 29; thence North 89°35'34" West along the North boundary of Section 29 a distance of 664.43 feet to a point, said point bears South 89°35'34" East a distance of 1993.28 feet from the Northwest corner of Section 29; thence South 0°25'53" West a distance of 1834.35 along the West boundary of the Idaho Power Company Corridor, Instrument No. 420137, to a point, said point being the REAL POINT OF BEGINNING; thence continuing along said boundary South 0°25'53" West a distance of 144.97 feet to the Northwest right of way line of Old Eckert Road; thence South 49°29'24" West along the right of way line, a distance of 165.00 feet; thence North 40°30'36" West a distance of 265.00 feet; thence North 49°29'24" East a distance of 260.00 feet; thence South 40°30'36" East a distance of 155.49 feet to the West line of said Idaho Power Company Corridor and the POINT OF BEGINNING.

AND EXCEPT that portion thereof lying within the following described property:

A portion of Government Lot 5 of Section 29 and a portion of Government Lot 8 of Section 30, all in Township 3 North, Range 3 East, Boise Meridian, and more particularly described as follows:

COMMENCING at a brass cap monument marking the Northwest corner of said Section 29 from which an alumina cap monument marking the North One-Quarter (1/4) corner of said Section 29 bears South 89°35'29" East a distance of 2657.58 feet; thence South 0°16'44" West a distance of 2447.24 feet along the West line of the Northwest Quarter of said Section 29 to the intersection with the meander line of the North (right) bank of the Boise River as described in the original GLO Survey Notes of 1868, said intersection being the REAL POINT OF BEGINNING; thence South 54°43'16" East (formerly described as South 55°00' East in said GLO Survey Notes), 23.27 feet along said North meander line; thence South 56°13'16" East (formerly described as South 56°30' East in said GLO Survey Notes), 196.49 feet along said North meander line to the intersection with the ordinary high water line of the North (right) bank of the Boise River; thence along said ordinary high water line of the North (right) bank of the Boise River to 5/8" iron pin monuments the following courses and distances: North 13°31'39" East 54.63 feet; thence

North 5°06'39" East 237.01 feet; thence
North 15°09'13" West 177.42 feet; thence
North 80°09'11" West 70.03 feet; thence
North 47°01'28" West 349.12 feet; thence
North 54°21'53" West 71.40 feet; thence
North 55°32'34" West 367.84 feet; thence
North 75°17'00" West 132.39 feet; thence
North 69°08'03" West 92.50 feet; thence
North 82°45'14" West 25.67 feet to the intersection with the said North meander line;
thence
South 19°58'16" East (formerly described as South 20°15' East in said GLO Survey
Notes), 533.47 feet along said North meander line; thence
South 54°43'16" East (formerly described as South 55°00' East in said GLO Survey
Notes), 702.73 feet along said North meander line returning to the REAL POINT OF
BEGINNING.

AND EXCEPT that portion thereof conveyed to Ada County Highway District for
Realigned Eckert Road by deed recorded on January 18, 2002 under Instrument No.
102007187, of Official Records.

AND EXCEPT that portion thereof lying within the following described property:

A 35.00 foot wide strip of land being located in portions of Government Lots 8 and 9 of
Section 30, and Government Lots 4 and 5 of Section 29, Township 3 North, Range 3
East, Boise Meridian, City of Boise, Ada County, Idaho being more particularly
described as follows:

COMMENCING at the Northeast corner of said Section 30 from which the North
Quarter corner of said Section 30 bears
North 88°37'14" West, 2642.54 feet; thence
South 49°59'58" West, 1391.89 feet to the REAL POINT OF BEGINNING of said 35.00
foot wide strip of land; thence
South 55°29'27" East, 306.23 feet to reference Point A; thence continuing
South 55°29'27" East, a distance of 402.67 feet; thence 198.95 feet along the arc of a
curve to the left having a radius of 3,573.50 feet, a central angle of 03°11'24", and a
long chord which bears
South 57°05'09" East, a distance of 198.93 feet; thence 633.68 feet along the arc of a
reverse curve to the right having a radius of 7,140.53 feet, a central angle of 05°05'05",
and a long chord which bears
South 56°08'18" East, a distance of 633.47 feet; thence 74.69 feet along the arc of a
reverse curve to the left having a radius of 200.00 feet, a central angle of 21°23'54" and
a long chord which bears South 64°17'43" East, a distance of 74.26 feet; thence 80.69
feet along the arc of a reverse curve to the right having a radius of 200.00 feet, a central
angle of 23°06'53", and a long chord which bears
South 63°26'13" East, a distance of 80.14 feet; thence
South 51°52'47" East, 173.24 feet; thence 38.97 feet along the arc of a curve to the right
having a radius of 35.00 feet, a central angle of 63°48'02", and a long chord which bears
South 19°58'46" East, a distance of 36.99 feet; thence 589.70 feet along the arc of a
reverse curve to the left having a radius of 606.50 feet, a central angle of 55°42'31", and
a long chord which bears South 15°56'01" East, a distance of 566.74 feet; thence 190.25

feet along the arc of a reverse curve to the right having a radius of 548.41 feet, a central angle of $19^{\circ}52'35''$, and a long chord which bears South $33^{\circ}50'58''$ East, a distance of 189.30 feet; thence 59.60 feet along the arc of a reverse curve to the left having a radius of 200.00 feet, a central angle of $17^{\circ}04'26''$, and a long chord which bears South $32^{\circ}26'54''$ East, a distance of 59.38 feet; thence South $40^{\circ}59'08''$ East, 152.72 feet; thence 38.55 feet along the arc of a curve to the right having a radius of 100.00 feet, a central angle of $22^{\circ}05'14''$, and a long chord which bears South $29^{\circ}56'30''$ East, a distance of 38.31 feet; thence South $18^{\circ}53'53''$ East, 80.41 feet to a point on the curved Northerly right-of-way line of South Eckert Road said point also being the POINT OF TERMINUS of said 35.00 foot wide strip of land.

The sidelines of said 35.00 foot wide strip of land shall lengthen or shorten as necessary to intersect a line bearing North $34^{\circ}30'33''$ East at the point of beginning and the said curved Northerly right of way of South Eckert Road at the point of terminus.

Together with a 35.00 foot wide strip of land being more particularly described as follows:

Beginning at above said reference Point A; thence North $89^{\circ}10'17''$ West, 215.46 feet to the intersection with the Easterly boundary of a Boise City park parcel and the point of terminus.

The sidelines of said 35.00 foot wide strip of land shall lengthen or shorten as necessary to intersect the said Easterly boundary of a Boise City park parcel at the point of terminus.

AND EXCEPT that portion thereof described as follows:

A 35.00 foot wide strip of land located in portions of Government Lots 3 and 4 of Section 29, Township 3 North, Range 3 East, Boise Meridian, City of Boise, Ada County, Idaho the centerline of which is more particularly described as follows:

Commencing at the Southwest corner of said Section 29 from which the South Quarter corner of said Section 29 bears South $89^{\circ}12'32''$ East, 2639.22 feet; thence North $24^{\circ}40'30''$ East, 2,356.57 feet to a point on the curved Southerly right-of-way line of South Eckert Road, said point being the REAL POINT OF BEGINNING of said 35.00 foot wide strip of land; thence leaving said right-of-way line South $18^{\circ}53'53''$ East, 20.46 feet; thence 70.46 feet along the arc of a curve to the right having a radius of 50.00 feet, a central angle of $80^{\circ}44'38''$, and a long chord which bears South $21^{\circ}28'26''$ West, a distance of 64.77 feet; thence South $61^{\circ}50'45''$ West, 24.01 feet; thence 66.64 feet along the arc of a curve to the left having a radius of 76.25 feet, a central angle of $50^{\circ}04'39''$, and a long chord which bears South $36^{\circ}48'26''$ West, a distance of 64.54 feet; thence 26.28 feet along the arc of a compound curve to the left having a radius of 277.31 feet, a central angle of $05^{\circ}25'44''$, and a long chord which bears South $09^{\circ}03'14''$ West, a distance of 26.27 feet; thence 57.65 feet along the arc of a compound curve to the left having a radius of 46.09 feet, a central angle of $71^{\circ}40'00''$, and a long chord which bears South $29^{\circ}29'38''$ East, a distance of 53.96 feet; thence 77.08 feet along the arc of a reverse curve to the right having a radius of 125.12 feet, a central angle of $35^{\circ}17'45''$,

and a long chord which bears South 47°40'46" East, a distance of 75.86 feet; thence 79.46 feet along the arc of a compound curve to the right having a radius of 367.28 feet, a central angle of 12°23'47", and a long chord which bears South 23°50'00" East, a distance of 79.31 feet; thence 32.57 feet along the arc of a reverse curve to the left having a radius of 140.00 feet, a central angle of 13°19'48", and a long chord which bears South 24°18'01" East, a distance of 32.50 feet; thence South 30°57'55" East, 93.22 feet; thence 46.22 feet along the arc of a curve to the left having a radius of 50.00 feet, a central angle of 52°57'56", and a long chord which bears South 57°26'53" East, a distance of 44.59 feet; thence 179.50 feet along the arc of a reverse curve to the right having a radius of 230.00 feet, a central angle of 44°42'59", and a long chord which bears South 61°34'22" East, a distance of 174.98 feet; thence 122.70 feet along the arc of a compound curve to the right having a radius of 180.00 feet, a central angle of 39°03'21", and a long chord which bears South 19°41'11" East, a distance of 120.34 feet; thence 154.69 feet along the arc of a reverse curve to the left having a radius of 389.75 feet, a central angle of 22°44'25", and a long chord which bears South 11°31'43" East, a distance of 153.68 feet; thence 106.16 feet along the arc of a compound curve to the left having a radius of 159.82 feet, a central angle of 38°03'29", and a long chord which bears South 41°55'41" East, a distance of 104.22 feet; thence 238.02 feet along the arc of a reverse curve to the right having a radius of 361.46 feet, a central angle of 37°43'47", and a long chord which bears South 42°05'32" East, a distance of 233.75 feet; thence 181.55 feet along the arc of a reverse curve to the left having a radius of 246.00 feet, a central angle of 42°17'03", and a long chord which bears South 44°22'10" East, a distance of 177.46 feet; thence 53.42 feet along the arc of a compound curve to the left having a radius of 125.00 feet, a central angle of 24°29'11", and a long chord which bears South 77°45'17" East, a distance of 53.02 feet; thence South 89°59'53" East, 243.37 feet to a point on the Westerly boundary line of that certain parcel described in and recorded as Warranty Deed Instrument No. 420137, Records of Ada County, Idaho, said point also being the POINT OF TERMINUS of said 35.00 foot wide strip of land.

The sidelines of said 35.00 foot wide strip of land shall lengthen or shorten as necessary to intersect the said Southerly Right of Way of South Eckert Road at the point of beginning and the said Westerly boundary line of Warranty Deed Instrument No. 420137 at the point of terminus.

Parcel E:

Those portions of the South half of the Southeast Quarter of Section 19 and of Government Lots 8 and 9 of Section 30, all in Township 3 North, Range 3 East, Boise Meridian, in Ada County, Idaho, lying Southwesterly of that parcel of land conveyed to the State of Idaho, Department of Parks and Recreation by deed recorded under Instrument No. 8819518, and lying Southeasterly and Northeasterly of the following described line:

COMMENCING at the section corner common to Sections 19, 20, 29 and 30, Township 3 North, Range 3 East, Boise Meridian, in Ada County, Idaho; thence North 70°28'07" West, 1621.54 feet to an iron bar on the Southerly right of way of the Oregon Short Line Railroad at centerline Station 1271+23.14, being the TRUE POINT OF BEGINNING of this line description; thence South 25°22'28" West 741.38 feet to a 5/8" x 30" rebar; thence

South 82°34'44" East 49.70 feet to a 5/8" x 30" rebar; thence
South 44°43'59" East 75 feet, more or less, to its intersection with the meander line of
the North (right) bank of the Boise River as described in the original GLO Survey
Notes of 1868;

TOGETHER WITH

A portion of the Northeast Quarter of Section 30, Township 3 North, Range 3 East,
Boise Meridian, and more particularly described as follows:

COMMENCING at a brass cap monument marking the Northwest corner of said
Section 29, from which an aluminum cap monument marking the North One-Quarter
(1/4) corner of said Section 29 bears

South 89°35'29" East a distance of 2657.58 feet; thence

South 0°16'44" West a distance of 2,447.24 feet along the West line of the Northwest
Quarter of said Section 29 to the intersection with the meander line of the North (right)
bank of the Boise River as described in the original GLO Survey Notes of 1868; thence
North 54°43'16" West (formerly described as North 55°00' West in said GLO Survey
Notes), 702.73 feet along said North meander line; thence

North 19°58'16" West (formerly described as North 20°15' West in said GLO Survey
Notes), 533.47 feet along said North meander line to the intersection with the ordinary
high water line of the North (right) bank of the Boise River, said intersection being the
REAL POINT OF BEGINNING; thence continuing

North 19°58'16" West a distance of 1347.53 feet along said North meander line; thence
North 79°28'16" West (formerly described as North 80°00' West in said GLO Survey
Notes), 528.27 feet along said North meander line to the intersection with the

Northeasterly line of that certain parcel of land described in State of Idaho Disclaimer
of Interest No. 39, records as Instrument No. 8750962, records of said Ada County,
Idaho; thence

South 44°28'50" East (formerly described as South 44°43'59" East in said disclaimer),
95.54 feet along said Northeasterly line; thence

South 36°54'50" East, 326.62 feet (formerly described as South 37°09'59" East 326.62
feet in said disclaimer) along said Northeasterly line; thence

South 39°19'57" East 263.13 feet (formerly described as South 39°35'06" East 263.13
feet in said disclaimer along said Northeasterly line; thence

South 53°08'27" East 166.87 feet (formerly described as South 53°23'36" East, 166.87
feet in said disclaimer) along said Northeasterly line; thence

South 31°59'42" East 265.87 feet (formerly described as South 32°14'51" East 265.87
feet in said disclaimer) along said Northeasterly line; thence

South 25°24'04" East 547.31 feet (formerly described as South 25°40'01" East 547.31
feet in said disclaimer) along said Northeasterly line to a 5/8" iron pin monument
marking the intersection with the ordinary high water line of the North (right) bank of
the Boise River; thence

South 49°01'03" East 9.15 feet along said ordinary high water line to a 5/8" iron pin
monument; thence

South 82°45'14" East 33.82 feet along said ordinary high water line returning to the
REAL POINT OF BEGINNING.

EXCEPT that portion thereof lying within the following described property:

A portion of Government Lot 5 of Section 29 and a portion of Government Lot 8 of Section 30, all in Township 3 North, Range 3 East, Boise Meridian, and more particularly described as follows:

COMMENCING at a brass cap monument marking the Northwest corner of said Section 29 from which an aluminum cap monument marking the North One-Quarter (1/4) corner of said Section 29 bears
South 89°35'29" East a distance of 2657.58 feet; thence
South 0°16'44" West a distance of 2447.24 feet along the West line of the Northwest Quarter of said Section 29 to the intersection with the meander line of the North (right) bank of the Boise River as described in the original GLO Survey Notes of 1868; said intersection being the REAL POINT OF BEGINNING; thence
South 54°43'16" East (formerly described as South 55°00" East in said GLO Survey Notes), 23.27 feet along said North meander line; thence
South 56°13'16" East (formerly described as South 56°30' East in said GLO Survey Notes), 196.49 feet along said North meander line to the intersection with the ordinary high water line of the of the North (right) bank of the Boise River; thence along said ordinary high water line of the North (right) bank of the Boise River to 5/8" iron pin monuments the following courses and distances:
North 13°31'39" East 54.63 feet; thence
North 5°06'39" East 237.01 feet; thence
North 15°09'13" West 177.42 feet; thence
North 80°09'11" West 70.03 feet; thence
North 47°01'28" West 349.12 feet; thence
North 54°21'53" West 71.40 feet; thence
North 55°32'34" West 367.84 feet; thence
North 75°17'00" West 132.39 feet; thence
North 69°08'03" West 92.50 feet; thence
North 82°45'14" West 25.67 feet to the intersection with the said North meander line; thence
South 19°58'16" East (formerly described as South 20°15' East in said GLO Survey Notes), 533.47 feet along said North meander line; thence
South 54°43'16" East (formerly described as South 55°00' East in said GLO Survey Notes), 702.73 feet along said North meander line returning to the REAL POINT OF BEGINNING.

AND EXCEPT

A tract of land, partially located in Sections 19 and 30, Township 3 North, Range 3 East, Boise Meridian, Ada County, Idaho, more particularly described as follows:

COMMENCING at the Section corner common to Sections 19, 20, 29 and 30, Township 3 North, Range 3 East, Boise Meridian; thence
South 89°55' West a distance of 290.5 feet to Station 1284+71 on the center line of the Union Pacific Railroad, Barber Spur; thence
North 64°28' West a distance of 858.00 feet to Station 1276+13; thence
South 25°32' West a distance of 475.00 feet to the REAL POINT OF BEGINNING; thence

South 25°32' West a distance of 432.40 feet to a point; thence
North 40°48' West a distance of 214.06 feet to a point; thence
North 44°30' West a distance of 306.90 feet to a point; thence
North 25°32' East a distance of 241.45 feet to a point; thence
South 64°28' East a distance of 486.00 feet to the REAL POINT OF BEGINNING.

AND EXCEPT

That portion of the South one-half Southeast Quarter of Section 19, and the North one-half Northeast Quarter of Section 30, both in Township 3 North, Range 3 East, Boise Meridian, described as follows:

COMMENCING at the Section corner common to Sections 19, 20, 29 and 30, Township 3 North, Range 3 East, Boise Meridian; thence
South 89°55' West 290.05 feet to a point on the center line of the Union Pacific Railroad, Barber Spur; thence
North 64°28' West 858.00 feet to a point; thence
South 25°31' West 50.00 feet to the REAL POINT OF BEGINNING; thence
South 25°32' West a distance of 425.00 feet to a point; thence
North 64°28' West a distance of 485.00 feet to a point; thence
North 25°32' East a distance of 425.00 feet to a point; thence
South 64°28' East a distance of 485.00 feet to the REAL POINT OF BEGINNING.

AND EXCEPT

A tract of land situated in portions of Sections 19 and 30, Township 3 North, Range 3 East, Boise Meridian, Ada County, Idaho, described as follows:

COMMENCING at a found brass cap monumenting the Southeast corner of said Section 19; thence along the Southerly line of said Section 19,
North 89°04'58" West a distance of 301.06 feet (formerly South 89°55' West a distance of 290.5 feet) to a point on the centerline of the Union Pacific Railroad, Barber Spur (from which a found brass cap monumenting the Southwest corner of the Southeast Quarter of the Southeast Quarter of said Section 19 bears
North 89°04'58" West a distance of 1020.31 feet); thence leaving said Southerly line along said centerline
North 64°28'00" West a distance of 301.74 feet (formerly 314.0 feet) to a set P.K. nail; thence leaving said centerline
South 25°32'00" West a distance of 50.00 feet to a set steel pin monumenting the most Easterly corner of that certain tract of land described in Instrument No. 878550 (records of Ada County, Idaho), said steel pin being the REAL POINT OF BEGINNING; thence along the Southeasterly line of said Instrument No. 878550,
South 25°32'00" West a distance of 160.00 feet to a set steel pin; thence leaving said Southeasterly line,
North 64°28'00" West a distance of 349.00 feet to a set steel pin; thence
North 50°26'00" West a distance of 103.08 feet to a set steel pin on the Southeasterly line of that certain tract of land described in Instrument No. 8044257 (records of Ada County, Idaho); thence along said Southeasterly line,
North 25°32'00" East a distance of 135.00 feet to a found steel pin; thence leaving said Southeasterly line along the Northeasterly line of that certain tract of land described in said Instrument No. 878550,

South 64°28'00" East a distance of 449.00 feet to the REAL POINT OF BEGINNING.

AND EXCEPT

A tract of land situated in portions of Sections 19 and 30, Township 3 North, Range 3 East, Boise Meridian, Ada County, Idaho, described as follows:

COMMENCING at a found brass cap monumenting the Southeast corner of said Section 19; thence along the Southerly line of said Section 19, North 89°04'58" West a distance of 301.06 feet (formerly South 89°55' West a distance of 290.5 feet) to a point on the centerline of the Union Pacific Railroad, Barber Spur (from which a found brass cap monumenting the Southwest corner of the Southeast Quarter of the Southeast Quarter of said Section 19 bears, North 89°04'58" West a distance of 1020.31 feet); thence leaving said Southerly line along said centerline, North 64°28'00" West a distance of 301.74 feet (formerly 314.0 feet) to a set P.K. Nail; thence leaving said centerline, South 25°32'00" West a distance of 50.00 feet to a set steel pin at the most Easterly corner of that certain tract of land described in Instrument No. 878550 (records of Ada County, Idaho); thence along the Southeasterly boundary of said Instrument No. 878550, South 25°32'00" West a distance of 160.00 feet to a set steel pin; said steel pin being the REAL POINT OF BEGINNING; thence continuing along the boundary of said Instrument No. 878550, the following courses:
South 25°32'00" West a distance of 290.00 feet to a set steel pin; thence North 64°28'00" West a distance of 449.00 feet to a found steel pin at the Southeast corner of that certain tract of land described in Instrument No. 8044257 (records of Ada County, Idaho); thence leaving the boundary of said Instrument No. 878550 along the Southeasterly boundary of said Instrument No. 8044257, North 25°32'00" East a distance of 315.00 feet to a set steel pin; thence leaving said Southeasterly boundary, South 50°26'00" East a distance of 103.08 feet to a set steel pin; thence South 64°28'00" East a distance of 349.00 feet to the REAL POINT OF BEGINNING.

AND EXCEPT that portion thereof conveyed to County of Ada by deed recorded December 24, 1968 under Instrument No. 706437, of Official Records;

AND EXCEPT that portion thereof conveyed to Ada County Highway District by deed recorded September 18, 1980, under Instrument No. 8044258, of Official Records;

AND EXCEPT

A portion of Government Lot 9, of Section 30, Township 3 North, Range 3 East, Boise Meridian, City of Boise, Ada County, Idaho being more particularly described as follows:

COMMENCING at the North Quarter corner of said Section 30 from which the Northeast corner of said Section 30 bears South 88°37'14" East, 2642.54 feet; thence

South 76°05'32" East, 895.83 feet to the REAL POINT OF BEGINNING; thence 22.76 feet along the arc of a curve to the right having a radius of 102.00 feet, a central angle of 12°47'01", and a long chord which bears South 51°47'24" East, a distance of 22.71 feet; thence South 45°23'54" East, 161.44 feet; thence South 47°14'10" East, 124.29 feet; thence 35.28 feet along the arc of a non-tangent curve to the right having a radius of 212.50 feet, a central angle of 09°30'48", and a long chord which bears South 42°49'05" West, a distance of 35.24 feet; thence North 36°54'46" West, 180.34 feet; thence North 44°28'46" West, 130.98 feet to the REAL POINT OF BEGINNING.

AND EXCEPT

A portion of Government Lot 9, of Section 30, Township 3 North, Range 3 East, Boise Meridian, City of Boise, Ada County, Idaho being more particularly described as follows:

COMMENCING at the North Quarter corner of said Section 30 from which the Northeast corner of said Section 30 bears South 88°37'14" East, 2642.54 feet; thence South 65°25'32" East, 1,221.72 feet to the REAL POINT OF BEGINNING; thence 35.21 feet along the arc of a curve to the right having a radius of 149.50 feet, a central angle of 13°29'36", and a long chord which bears North 75°15'45" East, a distance of 35.13 feet; thence 2.86 feet along the arc of a compound curve to the right having a radius of 57.50 feet a central angle of 2°51'16", and a long chord which bears North 83°26'11" East, a distance of 2.86 feet; thence South 36°54'46" East, 61.90 feet; thence South 39°19'53" East, 258.15 feet; thence South 53°08'23" East, 164.43 feet; thence South 47°15'05" East, 143.30 feet; thence South 34°30'33" West, 35.00 feet; thence North 55°29'27" West, 2.52 feet; thence North 47°15'05" West, 144.02 feet; thence North 53°08'23" West, 166.87 feet; thence North 39°19'53" West, 263.13 feet; thence North 36°54'46" West, 77.34 feet to the POINT OF BEGINNING.

AND EXCEPT that portion thereof lying within the following described property:

A 35.00 foot wide strip of land being located in portions of Government Lots 8 and 9 of Section 30, and Government Lots 4 and 5 of Section 29, Township 3 North, Range 3 East, Boise Meridian, City of Boise, Ada County, Idaho being more particularly described as follows:

COMMENCING at the Northeast corner of said Section 30 from which the North Quarter corner of said Section 30 bears North 88°37'14" West, 2642.54 feet; thence South 49°59'58" West, 1391.89 feet to the REAL POINT OF BEGINNING of said 35.00 foot wide strip of land; thence South 55°29'27" East, 306.23 feet to reference Point A; thence continuing South 55°29'27" East, a distance of 402.67 feet; thence 198.95 feet along the arc of a curve to the left having a radius of 3,573.50 feet a central angle of 03°11'24", and a long

chord which bears South 57°05'09" East, a distance of 198.93 feet; thence 633.68 feet along the arc of a reverse curve to the right having a radius of 7,140.53 feet, a central angle of 05°05'05", and a long chord which bears South 56°08'18" East, a distance of 633.47 feet; thence 74.69 feet along the arc of a reverse curve to the left having a radius of 200.00 feet, a central angle of 21°23'54", and a long chord which bears South 64°17'43" East, a distance of 74.26 feet; thence 80.69 feet along the arc of a reverse curve to the right having a radius of 200.00 feet, a central angle of 23°06'53", and a long chord which bears South 63°26'13" East, a distance of 80.14 feet; thence South 51°52'47" East, 173.24 feet; thence 38.97 feet along the arc of a curve to the right having a radius of 35.00 feet, a central angle of 63°48'02", and a long chord which bears South 19°58'46" East, a distance of 36.99 feet; thence 589.70 feet along the arc of a reverse curve to the left having a radius of 606.50 feet, a central angle of 55°42'31", and a long chord which bears South 15°56'01" East, a distance of 566.74 feet; thence 190.25 feet along the arc of a reverse curve to the right having a radius of 548.41 feet a central angle of 19°52'35", and a long chord which bears South 33°50'58" East, a distance of 189.30 feet; thence 59.60 feet along the arc of a reverse curve to the left having a radius of 200.00 feet, a central angle of 17°04'26", and a long chord which bears South 32°26'54" East a distance of 59.38 feet; thence South 40°59'08" East, 152.72 feet; thence 38.55 feet along the arc of a curve to the right having a radius of 100.00 feet, a central angle of 22°05'14", and a long chord which bears South 29°56'30" East, a distance of 38.31 feet; thence South 18°53'53" East, 80.41 feet to a point on the curved Northerly right-of-way line of South Eckert Road said point also being the POINT OF TERMINUS of said 35.00 foot wide strip of land.

The sidelines of said 35.00 foot wide strip of land shall lengthen or shorten as necessary to intersect a line bearing North 34°30'33" East at the point of beginning and the said curved Northerly right of way of South Eckert Road at the POINT OF TERMINUS.

Together with a 35.00 foot wide strip of land being more particularly described as follows:

BEGINNING at above said reference Point A; thence North 89°10'17" West, 215.46 feet to the intersection with the Easterly boundary of a Boise City park parcel and the POINT OF TERMINUS.

The sidelines of said 35.00 foot wide strip of land shall lengthen or shorten as necessary to intersect the said Easterly boundary of a Boise City park parcel at the POINT OF TERMINUS.

Parcel F:

A tract of land, partially located in Sections 19 and 30, Township 3 North, Range 3 East, Boise Meridian, Ada County, Idaho, more particularly described as follows:

COMMENCING at the Section corner common to Sections 19, 20, 29 and 30, Township 3 North, Range 3 East, Boise Meridian; thence South 89°55' West a distance of 290.5 feet to Station 1284+71 on the center line of the Union Pacific Railroad, Barber Spur; thence North 64°28' West a distance of 858.00 feet to Station 1276+13; thence South 25°32' West a distance of 475.00 feet to the REAL POINT OF BEGINNING;

thence
South 25°32' West a distance of 432.40 feet to a point; thence
North 40°48' West a distance of 214.06 feet to a point; thence
North 44°30' West a distance of 306.90 feet to a point; thence
North 25°32' East a distance of 241.45 feet to a point; thence
South 64°28' East a distance of 486.00 feet to REAL POINT OF BEGINNING.

Parcel I:

All that portion of Government Lots 4 and 5 of Section 19, Township 3 North, Range 3 East, Boise Meridian, Ada County, Idaho, lying South and East of Barber Road and North of Highway No. 21.

EXCEPT that portion thereof conveyed to Ada County Highway District by Deed recorded February 12, 2009 as Instrument No. 109015741.

Parcel J:

All that portion of the Northeast Quarter Southeast Quarter of Section 19, Township 3 North, Range 3 East, Boise Meridian, Ada County, Idaho, lying South of an Old Wagon Road commonly called Barber Road.

AND

All that portion of the South half, Southeast Quarter of Section 19, Township 3 North, Range 3 East, Boise Meridian, Ada County, Idaho, lying North of State Highway No. 21.

EXCEPT that portion thereof conveyed to Ada County Highway District by Deed recorded April 17, 2009 as Instrument No. 109043680;

AND EXCEPT that portion thereof described as follows:

A parcel of land located in the Southeast Quarter of Section 19, and the West half of the Southwest Quarter of Section 20, Township 3 North, Range 3 East, Boise Meridian, City of Boise, Ada County, Idaho, more particularly described as follows:

COMMENCING at the Southeast corner of said Section 19, from which the South Quarter corner of said Section 19 bears North 88°37'14" West, 2642.54 feet; thence North 25°32'37" East, 1199.44 feet to the beginning of a non-tangent curve to the left; thence 850.03 feet along the arc of said non-tangent curve to the left, having a radius of 1949.00 feet, a central angle of 24°59'20" and a long chord bearing North 77°32'48" West, 843.31 feet; thence
South 89°57'32" West, 278.98 feet to the REAL POINT OF BEGINNING.

Thence continuing
South 89°57'32" West, 585.51 feet to the beginning of a curve to the right; thence 41.30 feet along the arc of said curve to the right, having a radius of 22.00 feet, a central angle of 107°33'36", and a long chord bearing North 36°15'40" West, 35.50 feet to the intersection with the Easterly right-of-way of East Warm Springs Avenue, a public

Parcel R

A parcel of land located in the South half of Section 19 and the Northeast Quarter of the Northeast Quarter of Section 30, Township 3 North, Range 3 East of the Boise Meridian, Ada County, Idaho, more particularly described to wit:

COMMENCING at the Section Corner common to Sections 19 and 30 of said Township 3 North, Range 3 East and Sections 24 and 25 of Township 3 North, Range 2 East, Boise Meridian; thence

South 87°18'52" East 2449.93 feet on the section line common to Sections 19 and 30 to the Quarter Section Corner common to said Sections 19 and 30; thence

South 88°37'00" East 1104.02 feet on the section line common to Sections 19 and 30 to a point; thence leaving said section line,

North 01°23'00" East 511.98 feet to a point on the Southerly boundary line of the Old Railroad right of way; thence

South 64°00'54" East 11.40 feet along the said Southerly railroad right of way to the INITIAL POINT of this description; thence

North 25°58'46" East 100.00 to a point on the Northerly line of said railroad right of way; thence

South 64°00'54" East 1637.04 feet along the Northerly line of said railroad right of way to a point; thence

South 00°16'45" West 110.98 feet to a point on the Southerly line of the said railroad right of way; thence

North 64°00'54" West 1685.17 feet along the said Southerly line of the railroad right of way to the INITIAL POINT of this description.

Parcel S:

All that portion of a tract of land in the Northwest Quarter of Section 29, Township 3 North, Range 3 East, Boise Meridian, Ada County, Idaho, previously described in part by Instrument No. 8856669 and referencing Parcel 2 of said instrument more particularly described as follows:

COMMENCING at the Northwest corner of Section 29, Township 3 North, Range 3 East, Boise Meridian, a found brass monument in a concrete pillar; thence South along the Westerly boundary of the said Northwest Quarter of Section 29, approximately 84 feet, more or less, to the Northeasterly right of way of Boise City Railway and Terminal Company right of way, the REAL POINT OF BEGINNING; thence continuing South along the Westerly boundary of the said Northwest Quarter of Section 29, approximately 111 feet, more or less, to the Southwesterly right of way of the Boise City Railway and Terminal Company 100 foot right of way; thence Southeasterly along the said Southwesterly right of way approximately 2906 feet, more or less, to the intersection of the Northwesterly S. Old Eckert Road right of way; thence Northeasterly along the said Northwesterly S. Old Eckert Road right of way, approximately 100 feet, more or less, to the intersection of the Northeasterly right of way of the Boise City Railway and Terminal Company 100 foot right of way, which is also the Southwesterly right of way of Warm Springs Avenue; thence Northwesterly, approximately 2968 feet, along the Northeasterly right of way of the Boise City Railway and Terminal Company 100 foot right of way, which is also the Southwesterly right of way of Warm Springs Avenue to the POINT OF BEGINNING of this description.

Parcel T:

All of that certain strip of land heretofore acquired by Oregon Short Line Railroad Company from Intermountain Railway Company by Deed dated October 15, 1935, filed for record in Book 215 of Deeds at Page 235 of the Records of Ada County, Idaho, being described in said Deed as follows:

All the following described real estate situate in Ada County, State of Idaho, to-wit;
A tract of land in Section 29, Township 3 North, Range 3 East of the Boise Meridian, containing 1.38 acres, more or less, being more particularly described as follows:

A strip of land 60 feet in width, being 30 feet on each side of the centerline of the Intermountain Railway, which centerline is more particularly described as follows:

BEGINNING at a point on the Western boundary of the Northeast Quarter of Section 29, Township 3 North, Range 3 East, Boise Meridian and 1429.2 feet South of the North Quarter corner of said section; thence following the arc of a 2° curve to the right a distance of 377.6 feet to the point of tangent of said curve; thence South 51°43' East 622.4 feet.

ALSO, a triangular shaped parcel of land situate in the East half Northwest Quarter of Section 29, Township 3 North, Range 3 East of the Boise Meridian in Ada County, Idaho, being more particularly described as follows:

BEGINNING at the intersection of the North-South centerline of said Section 29 with the Northwest boundary line of that certain public road running Southwesterly across the Southeast Quarter Northwest Quarter of said Section 29 at a point that is 1384.79 feet distant Southerly, measured along said North-South centerline, from the North Quarter corner of said Section 29; thence South 43°19' West along said Northwest boundary line of said public road, a distance of 120.49 feet, more or less, to the Easterly corner of that certain parcel of land heretofore acquired by Oregon Short Line Railroad Company from Boise Payette, Inc., by Deed dated October 15, 1935, filed for record January 29, 1936, in Book 215 of Deeds at Page 238 of the Records of Ada County, Idaho, said point also being the beginning of a nontangent curve concave Southwesterly, having a radius of 1382.7 feet; thence Southeasterly along said curve, having a long chord that bears South 46°47'01" East a distance of 116.10 feet, through a central angle of 4°48'44", a distance of 116.13 feet, more or less, to said North-South centerline of Section 29; thence North 0°41' West along said North-South centerline, a distance of 167.18 feet, more or less, to the POINT OF BEGINNING.

General Plan- Exhibit B

Harris Ranch Community Infrastructure District No. 1
Description of District Infrastructure to be Financed

EXHIBIT B

Harris Ranch Community Infrastructure District No. 1

Description of District Infrastructure

Project Description	Estimated Costs (1)	Estimated CID Eligible Costs (1)	Bond Type (2)
<u>Hard Costs</u>			
Road Improvements	\$ 22,572,763	\$ 22,572,763	SA/GO
Water Improvements	2,700,000	2,700,000	SA/GO
Sewer Improvements	1,350,000	1,350,000	SA/GO
Alta Harris Park Improvements (3)	1,962,000	1,962,000	SA/GO
Greenbelt Landscape (3)	1,501,200	1,501,200	SA/GO
Idaho Power	225,000	-	
Intract Improvements	12,265,408	-	
Sub-Total	\$ 42,576,371	\$ 30,085,963	
Contingency (10%)	4,257,637	3,008,596	SA/GO
Total Hard Costs	\$ 46,834,008	\$ 33,094,560	
<u>Soft Costs</u>			
Design/Engineering	\$ 2,520,000	\$ 2,520,000	SA/GO
Contingency (10%)	252,000	252,000	SA/GO
Total Soft Costs	\$ 2,772,000	\$ 2,772,000	
<u>Other Costs</u>			
Real Property Interests	7,930,969	7,930,969	SA/GO
Sub-Total Other Costs	\$ 7,930,969	\$ 7,930,969	
Total Improvement Costs (1)	\$ 57,536,977	\$ 43,797,529	

Source: Applicant

Footnotes:

(1) Excludes Village Green, Pools and Wetland Improvements along the Boise river. Applicant reserves the right to finance any eligible public improvement pursuant to the Act.

(2) Bond types represent the Applicant's best estimation of the bond type which will be utilized to finance the specific improvement. The Applicant reserves the right to finance any eligible public improvements pursuant to the Act via any bond type allowed by the Act.

(3) To be reimbursed by the City of Boise per SP01.

Note: Improvement costs are expressed in terms of 2010 dollars.

General Plan- Exhibit C

Harris Ranch Community Infrastructure District No. 1
Map Showing General Areas of the District
Infrastructure to be Financed

APPENDIX 3

MINUTES

HOUSE REVENUE AND TAXATION COMMITTEE

DATE: March 6, 2008

TIME: 9:00a.m.

PLACE: Room 240

MEMBERS: Chairman Lake, Vice Chairman Collins, Representatives Barrett, Moyle, Schaefer, Smith(24), Raybould, Roberts, Wood(35), Clark, Harwood, Bedke, Hart, Sayler, Jaquet, LeFavour, Killen, Ruchti

**ABSENT/
EXCUSED:**

GUESTS: Jeremy Pisca; Carter Froelich; Valencia Bilyeu; Susan Buxton.

A quorum being present, Chairman Lake called the meeting to order at 9:00a.m. The secretary took a silent roll.

MINUTES: Representative Raybould moved to accept the minutes for March 5, 2008 as written. The motion **passed** on a voice vote.

Chairman Lake recognized Jeremy Pisca.

BILL # 578 HB 578 - legislation relating to Community Infrastructure Districts (CIDs).

Mr. Pisca, representing the Idaho Association of Realtors, presented the bill stating Idaho is a high-growth state not able to keep up with the infrastructure demands of the high growth. The purpose of this bill is to create a new tool to fund public infrastructure in advance of new development.

Mr. Pisca stated CIDs may only be formed within a city's municipal boundaries or in unincorporated areas designated within a city's comprehensive plan with the city's consent.

Mr. Pisca stated only public infrastructure providing a regional or community-wide benefit may be funded through a CID. A district development agreement must be established between property owners and the local jurisdiction to provide both parties with assurance that implementation of the CID will be mutually agreeable.

Mr. Pisca further stated 100% of the property owners in a proposed district must petition the local government to establish the CID and adopt a general plan for the district.

If the CID is established within a city, three members of the City Council will be the governing board. If the CID is established within a county, three members from the County Commissioners will be the governing board. If the CID is established in a city and a county, then a blended governing board of City Council members and County Commissioners with a tie vote being broken by the area that contains the most land mass.

The CID is a separate political subdivision apart from the local jurisdiction. Therefore, the governing board would be acting separately from their duties as council members or commissioners.

A Member of the Committee asked a for clarification on what is excluded from community infrastructure. Mr. Pisca answered it would be side streets, curbs, gutters, and sewer connections to individual houses. Mr. Pisca further stated the intention of the CID is to provide for funds for infrastructure that benefits the whole community.

Members of the Committee asked questions about full disclosure to property owners and protection of the property owners. Mr. Pisca yielded to Mr. Froelich. Mr. Froelich stated much depends on the type of bond. If it is a special assessment bond, the developers would be responsible for the assessments on lots not sold and vacant homes. If it is a general obligations bond, it is going to encompass the entire district and, to the extent the developer is not paying his prorata share, the homeowners who are still paying their property taxes, will pick up his share.

Mr. Pisca stated the disclosure to potential property owners regarding being in a CID is atypical of the disclosure language usually used. This language goes above and beyond what is normally required.

Chairman Lake recognized Valencia Bilyeu.

Ms. Bilyeu, an attorney representing the City of Boise, spoke in opposition to the bill stating the bill does not clearly define what improvements are excluded. She also expressed concern about the conflict of interest issues of the governing board being made up of City Council members and County Commissioner members.

Chairman Lake recognized Susan Buxton.

Ms. Buxton, an attorney, spoke in favor of the bill stating it is a good step and a good tool to assist local governments.

Chairman Lake asked Ms. Buxton to return tomorrow, Friday, March 7, 2008 to continue her testimony before the Committee as the Committee needed to adjourn in order to report to the House floor for the session.

ANNOUNCEMENT The Revenue and Taxation Committee will meet on Friday, March 7, 2008 at 9:00a.m. in Room 240.

ADJOURN: Chairman Lake adjourned the meeting at 10:05 a.m.

Representative Dennis Lake
Chairman

Marsha Palmer
Secretary

R. Exhibit R – Association Objection Letter - “Proposed HRCID Budget for Fiscal Year 2022”

HARRIS RANCH CID TAXPAYERS' ASSOCIATION

July 14, 2021

Members of the Board
Harris Ranch Community Infrastructure District No. 1 ("HRCID")
City of Boise
150 N Capitol Blvd
Boise, Idaho 83702

Re: Proposed HRCID Budget for Fiscal Year 2022

Members of the HRCID Board:

The purpose of this letter is to express our objection to one of the proposed payments to the Harris Ranch developers ("Developers") included in the proposed HRCID budget for fiscal year 2022.

The proposed budget includes an estimated payment to the Developers of almost \$1.9 million for "Southern Half Roadways" (Project ID No GO21-4). The request for payment submitted by the Developers reveals that they are seeking payment for the supposed "value" of the land underlying some of the local access roads that they have constructed in the Harris Ranch development. They have apparently submitted their request pursuant to Section 4.2(b) of the Development Agreement among the City, the HRCID and the Harris Family Limited Partnership. That subsection provides for payment to the Developers of the "fair market value of the real property for rights of way" with respect to improvements they construct and dedicate to public use.

The "appraisal" submitted to justify their request is predicated on the "hypothetical" assumption that the land underlying the roadways could be used to build additional homes. But the rather obvious and fundamental problem with the appraisal and the Developers' request is that the land in question necessarily *cannot* be used to build additional homes, as that land is *required as a condition of the development* to be used as roadways. A development without any access roads, in which homeowners would have to hike perhaps a half dozen blocks or more to get to their homes, would not be an attractive development. More importantly, it would not have received the requisite development permits. So, the "fair market value" of land on which a public roadway is *required* to be constructed *as a condition for the development* is almost nil. We therefore object to its inclusion in the budget and consider this to be a serious abuse of the CID.

The appraiser, consistent with USPAP Standards, has been careful (and understandably so), to explain the “hypothetical” nature of their appraisal:

For the purposes of this analysis *the appraisal is based on a “Hypothetical” condition that title to the subject parcel is assumed to be marketable and free and clear of all liens and encumbrances and is included as vacant residential development land to be developed as part of the Harris Ranch Subdivision.* A “Hypothetical” condition is defined as:

Hypothetical Condition: *a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results,* but is used for the purpose of the analysis.

Comment: *Hypothetical conditions are contrary to known facts about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of the data used in an analysis.* [Emphasis added.]¹

The appraisal provided by the Developers might have been appropriate if the City were seeking to *condemn* the property in question for a public use. Thus, for example, if the City sought to condemn the property for a new library or City Hall, the Developers would have been entitled to compensation for the fair market value, presumably at its highest and best use (such as for new homes), under the Due Process Clause of the United States Constitution and the corresponding section of the Idaho Constitution. But that is not the case. On the contrary, the Developers were *required* to build the roadways and *dedicate them to a public use as a condition to their development.* In imposing those requirements, the City was exercising its police powers consistent with the U.S. Supreme Court decisions in *Nollan v. California Coastal Commission*, 483 U.S. 825 (1987) and *Dolan v. City of Tigard*, 512 U.S. 374 (1994). Under those cases and their progeny, cities may impose conditions on land development, such as the construction by the developer of local streets and utilities and their dedication to the public, *without payment by the city to the developer of any compensation*, provided, that there is a “nexus” between the development and the need for the improvements, and that the required improvements are “proportional” to the development.

We note that every other developer in the City of Boise, other than the Harris Ranch Developers, apparently must build the local access roads in their developments at their own expense and dedicate them to public use *without any compensation whatsoever from the city.* So, it is at least curious to us that the Harris Ranch Developers are being paid anything, let alone hundreds of thousands of dollars per acre, for the land under the local access roads which they are required to build and dedicate to public use as a condition to

¹ Letter of Transmittal, pp. 3-4.

their development. For what reasons are they being accorded such special and generous treatment at Harris Ranch taxpayers' expense?

We therefore request (and hope that we will not have to demand) that the Developers be required to submit a new appraisal that is based on the revised assumption that the land on which the roadways lie *cannot* be used for residential development, but instead is limited to use as roadways and must be dedicated to the public. That appraisal would be based on facts, rather than on false "hypotheticals". We suspect that will result in a quite different valuation.²

This letter does not include all our objections to proposed expenditures in the budget, which we expect to provide as further information is made available to and reviewed by us. We expect to object to many if not most of the proposed payments to the Developers on a variety of grounds, including that most if not all of them are unlawful.

We hope that the HRCID understands that making expenditures under circumstances where you have reason to believe that the payments are or may be unlawful is a serious matter, both institutionally for the District and individually for its officials. And we hope that the Developers understand that submitting requests for payments from public funds to which they are not lawfully entitled is also a serious matter.

Finally, we also request (and again hope that we will not have to demand) that the city seek reimbursement from the Developers for all prior payments made to them for land dedicated to public improvements which were predicated on the same false assumptions as this most recent request.

Sincerely,

Executive Committee,
Harris Ranch CID Taxpayers' Association

Cc: The Honorable Lauren McLean, Mayor, the City of Boise
Council Member Liza Sanchez, Council Pro Tem
Council Member Patrick Bageant
Council Member Jimmy Hallyburton
David Hasegawa, City of Boise

² We suspect, without yet having reviewed the Developers' payment request, that the proposed payment to the Developers for the "2007 Wetlands Conservation Easement" suffers from the same or similar infirmities as that for the "Southern Half Roadways". We expect, without yet having reviewed the Developers' payment request, that the proposed payment to the Developers for "Accrued Interest" includes interest on prior payments for land. If so, interest on those prior payments also would be improper.

S. Exhibit S – Association Objection Letter – “The Myth of Harris Ranch CID ‘Local Amenities’”

HARRIS RANCH CID TAXPAYERS' ASSOCIATION

August 27, 2021

Members of the Board
Harris Ranch Community Infrastructure District No. 1 ("HRCID")
City of Boise
150 N. Capitol Blvd.
Boise, ID. 83702

Re: The Myth of Harris Ranch CID "Local Amenities"

Dear Members of the Board,

We would like to respond to some of your recent public comments regarding the principal uses of Harris Ranch CID funds. It is apparent from your comments that you believe that the HRCID is being used to fund the costs of "local amenities" enjoyed primarily if not exclusively by residents of Harris Ranch. A closer look at actual HRCID expenditures, however, reveals that any such belief is fundamentally mistaken, and therefore that your public comments at a minimum were misleading.

To date, the HRCID has been used *almost exclusively* to fund facilities and improvements that are of *general* benefit to the City and its residents. Almost *NONE* of the expenditures to date have been for "local amenities" that are enjoyed primarily by the homeowners in the Harris Ranch development. That's in large part because the CID Act was drafted to *prohibit* the funding of any improvements fronting on single-family residences. Idaho Statutes, Sec. 50-3102(2). So "amenities" such as sidewalks, landscaping, neighborhood parks and bike lanes, and even "necessities" like local access roads, water, sewer and stormwater mains, street lighting, and signage, cannot be funded through the CID, as Harris Ranch consists almost entirely of single-family homes and townhomes.

The Harris Ranch CID has spent about \$19.5 million through 2020, all at the direct expense of homeowners in the HRCID. The principal projects for which expenditures have been made include the following.

- **Improvements related to a fire station (\$1.15 million)** that serves large portions of the East End, Warm Springs, Warm Springs Mesa, Southeast Boise, Barber Valley, Mill Creek, Barber, Riverland East, and other areas, in addition to Harris Ranch. This is not a "local" Harris Ranch "amenity", but rather a public facility of general benefit to the City of Boise and its residents.

- **Improvements to the Boise Greenbelt (\$570,000)**, used by countless residents and visitors to Boise. These are not a “local” Harris Ranch amenity, but rather public facilities of general benefit to City residents.
- **A Boise Greenbelt wetlands project (\$2.1 million)**, including conservation easements. This is not a “local” Harris Ranch amenity, but rather a public facility of general benefit to City residents.
- Land for **the 20-acre Alta Harris City Park (\$1.6 million)** adjacent to the Boise River. This is not a “local” Harris Ranch amenity, but rather will be a public facility of general benefit to City residents.
- An **arterial bypass road, E. Warm Springs Ave. (\$2.83 million)**, that connects Barber Valley, Mill Creek, Barber and Riverland East to E. Parkcenter Boulevard, the main east-west roadway in Southeast Boise, and that also provides the most direct access to Barber Park (especially during “float” season), the Shakespeare Festival and Highway 21 out to Lucky Peak and beyond, for much of Southeast Boise and other areas of the City. This is not a “local” Harris Ranch “amenity”, but rather a public facility of general benefit to City residents.
- An **arterial round-about (\$1.9 million)** that connects E. Parkcenter Boulevard with the arterial bypass road, E. Warm Springs Ave. This is not a “local” Harris Ranch “amenity”, but rather a public facility of general benefit to City residents.
- **Storm water collection and retention ponds and sediment basins**, adjacent to the Boise River and the E. Warm Springs Ave. bypass (**\$3.8 million**), needed due to *all* of the development stretching from the E. Parkcenter Blvd. bridge over the Boise River, on the west, to S. Eckert Road, on the east, and to the Boise foothills, on the north. These are not a “local” Harris Ranch CID “amenity”, but rather public facilities of general benefit to all the properties in the area, which is many times the size of the Harris Ranch CID. Those storm water facilities also benefit and protect the environmental health of the entire Boise River.¹

So far as we have been able to determine, the *only* expenditures by the HRCID that have primarily benefited homeowners in Harris Ranch are for a series of roundabouts on E. Parkcenter Blvd. within the development (**\$1.5 million, or less than 8%**). But those roundabouts are surrounded entirely by single-family residential townhomes, and thus are expenditures which are *expressly prohibited* by the CID Act. Idaho Statutes, Sec. 50-3102 (2). We therefore request that those payments, plus interest, be recovered from the developers.

¹ Please note that these project descriptions and associated dollar amounts are based on our current understanding of the City records provided to us, and are subject to further review and refinement.

We note that almost half of the HRCID expenditures to date (**\$9.07 million**) have gone to the Harris Ranch developers as payments for land. We plan to object to substantially all those payments, and to request that they be recovered from the developers, with interest.

In addition, a substantial portion of the HRCID expenditures to date (**\$2.64 million**) have *not* gone to public improvements *at all*, but rather to administrative and financing costs. That includes over \$300,000 paid *to the City itself* by the HRCID for various “administrative” and other “costs”.

In conclusion, we believe it is important that you understand that the facilities and improvements which a relatively small number of homeowners in the HRCID are being compelled to pay for are not “local amenities” but rather facilities of general benefit. We hope that this letter clarifies that fact.

Sincerely,

pp Bill Doyle

Executive Committee
Harris Ranch CID Taxpayers' Association

Cc: The Honorable Lauren McLean, Mayor, the City of Boise
Council Member Liza Sanchez, Council Pro Tem
Council Member Patrick Bageant
Council Member Jimmy Hallyburton
David Hasegawa, City of Boise
Jaymie Sullivan, City of Boise
Rob Lockward, City of Boise
Amanda Brown, City of Boise

- T. Exhibit T – Developer Response Letter – “Response to August 27, 2021 Harris Ranch CID Taxpayers’ Association (“HRCIDTA”) Letter Re: ‘Myth’ of Local Amenities”**

T. Hethe Clark
(208) 388-3327
hclark@clarkwardle.com

Via electronic mail (dhasegawa@cityofboise.org)

September 17, 2021

The Board of the Harris Ranch Community Infrastructure District No. 1 ("HRCID")
c/o David Hasegawa, District Manager
150 N. Capitol Blvd.
Boise, Idaho 83702

**Re: Response to August 27, 2021 Harris Ranch CID Taxpayers' Association ("HRCIDTA") Letter
Re: "Myth" of Local Amenities**

Dear Members of the Board:

This letter responds to the August 27, 2021 letter from the HRCIDTA that lectures this Board regarding the suggested "myth" of local amenities. This letter is another example of misstatements of not only the CID Act itself, but also what has actually been constructed at Harris Ranch and the areas these improvements serve.

Background

As noted previously, the CID Act is one of the few tools provided by the Idaho legislature that permits growth to pay for itself. It does so by financing a limited class of improvements, defined in the CID Act as "community infrastructure," including roads, public safety facilities, utility infrastructure, as well as parks or open space.

In order to be reimbursable under the CID Act, community infrastructure must not only be of the types identified (roads, utility improvements, etc.), but also must meet other standards. In addition to being either owned outright or located in an easement in favor of a government entity, the community infrastructure must also "have a substantial nexus to the district and directly or indirectly benefit the district." I.C. § 50-3102(2). While there is a *requirement* of benefit to the HRCIDTA, there is no *exclusion* if the benefits extend beyond the HRCIDTA's boundaries. There must simply be benefit to the district and a nexus—or connection—between the needs of the HRCID and the community infrastructure.

Response to August 27, 2021 Letter

HRCIDTA now claims that if community infrastructure has benefit beyond the HRCID, it is automatically ineligible for reimbursement. **The CID Act was not drafted only for development at the end of a single-access cul de sac and there is no requirement that the HRCID be the sole recipient of the benefits of community infrastructure.** Public benefits regularly cross taxing district lines. The only requirement is that there be a nexus and a direct or indirect benefit to the HRCID. That is a **very different standard** than alleged by the HRCIDTA and Mr. Doyle. And both exist for each project identified by HRCIDTA.

As we review each of the projects objected to by HRCIDTA, two things should be kept in mind. First, each of these reimbursements were reviewed in a public process and the reimbursements are now long-since final under the 60-day appeal period provided in Idaho Code Section 50-3119. This letter does not re-open those matters; however, we are responding for the benefit of the Board and the public.

- **Fire Station Improvements.** Fire Station #15 is located within the HRCID and forms part of the remarkable visual entry to the project. It was opened in July 2013, with the HRCID providing land, right-of-way, and utility connections. Of course, \$1 million dollars is only a portion of the price tag for a new fire station, and the remainder of the cost of the project was provided by the City of Boise and through private donations. The station itself provides a very direct benefit as fire response times are nearly immediate anywhere in HRCID. There is a nexus as the development of thousands of new units mandated additional fire service. The fact that Fire Station #15 provides service in addition to areas within HRCID should be no surprise given that a portion of its initial construction and all of its ongoing operations are funded by the City of Boise taxpayers generally. That fact does not preclude reimbursement.



Source: <https://www.cityofboise.org/departments/fire/fire-stations/station-15/>

- **Greenbelt Improvements.** Before addressing the greenbelt improvements identified by HRCIDTA, we should point out that the developer has paid for the vast majority of pathways, micropaths, and sidewalk improvements at Harris Ranch, including the Dallas Harris Legacy Pathway near the Boise River. The greenbelt itself is CID-reimbursable. “Trails and areas for pedestrian, equestrian, bicycle or other non-motor vehicle use for travel, ingress, egress and parking” are permitted community infrastructure per the CID Act. (I.C. § 50-3102(2)(f)). Continuation of the greenbelt through HRCID has a nexus to its ongoing and consistent use by HRCID residents, who directly benefit from those improvements. There are many obvious reasons why regional trail systems are beneficial to the HRCID and the public in general and are promoted in all planning efforts. Yet, the HRCIDTA believes only “pathways to nowhere” that start and end within the HRCID can be reimbursed. That makes little practical sense, nor does the language of the CID Act require that outcome.



Source: <https://www.harris-ranch.com/legacy/gallery/>

- **Wetlands Project.** “Parks, open space and recreation areas, and related capital improvements” are permitted community infrastructure per Idaho Code Section 67-8203(24)(e). As noted in prior correspondence, the Harris family preserved far more open space near the river than what was required by the City of Boise at the time. As a result of the HRCID reimbursement, these wetlands areas provide open space and wildlife habitat within HRCID, and can be viewed and accessed by HRCID residents via the Boise greenbelt and the Dallas Harris Legacy Pathway.



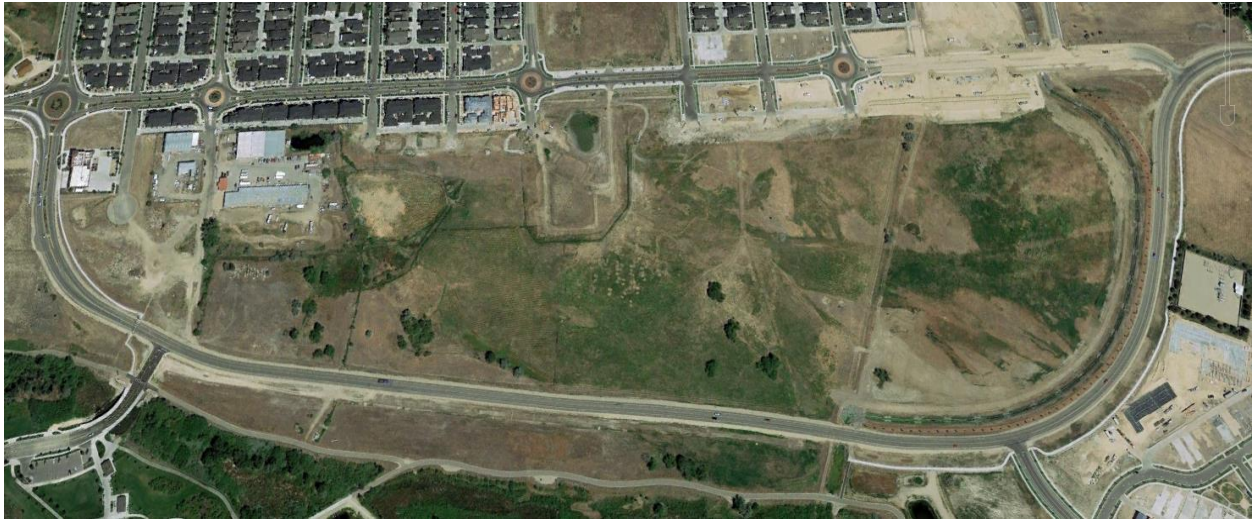
Source: Google Earth imagery

- Alta Harris Park.** As noted above, parks are explicitly identified in the CID Act as eligible community infrastructure. The HRCIDTA letter seems to presume that the only costs required for the proposed Alta Harris Park are those that have been reimbursed. Only land acquisition costs have been reimbursed to date. The many expenses associated with opening a park, including “green up” or installation of park facilities or ongoing maintenance and operation, will be funded by the City of Boise, likely with the help of private contributions. The plans for Alta Harris Park (shown below) go well beyond what would be expected for a single HOA park. It should be no surprise that it would be used by the citizens of the City that will help fund its construction and ongoing operations. This is no basis to exclude the reimbursement by the CID for the acquisition of the park, which is, again, a direct benefit to the HRCID.



Source: <https://www.cityofboise.org/media/8397/altaharrisdraftplan.pdf>

- Warm Springs Avenue Bypass and Roundabout at E. Parkcenter Blvd.** The CID Act expressly permits reimbursement of roads so long as, again, there is a “nexus” and a benefit to the HRCID. That is very much the case when it comes to the Warm Springs Avenue Bypass. As mentioned in prior correspondence, relocation of Warm Springs Ave. was a pre-condition to creating the pedestrian-friendly heart of the project, which is now the extension of E. Parkcenter Blvd. Without that relocation, the project would have continued to be split by a collector roadway and would not have been the integrated master plan that attracts so many residents to the project. Warm Springs Ave. bypass is very much a benefit to the HRCID in particular. Meanwhile, the HRCIDTA’s arguments would exclude *any* road reimbursement, which the Idaho legislature explicitly chose not to do, limiting its exceptions to any roads that front (touch) “individual single family residential lots.” I.C. § 50-3102(2).



Source: Google Earth imagery

- Sediment Basin.** The sediment retention basin has been constructed on the northern area of the project. It was built specifically to protect the HRCID property from the risk of flooding that may occur if a large rainstorm follows a range fire that destroys vegetation and destabilizes soils. There are many in the community who remember the last time this occurred, including in 1959 when the “pot boiled over” after a large fire and rainstorm event. Large parts of Boise, including Warm Springs Gulch and the Barber Valley, were flooded with mud and other debris.¹ This led to the creation of the Boise Front Watershed Restoration Project, as well as the trenching on the foothills that is now a familiar view. The sediment retention basin protects the HRCID from future flooding damage and is built and maintained to standards required by the City of Boise. It is a direct benefit with an immediate nexus to the HRCID.



Source: Google Earth Imagery

¹ A fascinating YouTube video (entitled, “When the Pot Boiled Over”) with actual footage from 1959 prepared by the U.S. Department of Agriculture and the USFS is available at <https://www.youtube.com/watch?v=1UxSjP-Dn2o>.

- Storm Water Collection and Retention Ponds.** Finally, the HRCIDTA alleges that the storm water collection ponds are also a regional benefit, extending far beyond the HRCID. This is incorrect. The storm ponds are sized and engineered only to retain runoff from within the HRCID, as shown below:



The blue areas on the map drain to the existing north ponds north of E. Parkcenter Blvd. The areas in pink drain to the ponds south of E. Warm Springs Ave. Only the HRCID is served by these ponds. They are, as with all of the other improvements discussed in the HRCIDTA's letter, a direct benefit to the HRCID with a nexus to its development requirements.

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Conclusion

There is no requirement in Idaho law that HRCID community infrastructure must benefit only the HRCID. As with any publicly financed infrastructure, the benefit of HRCID community infrastructure may reach beyond the boundaries of the taxing district that funded it. Meanwhile, each of the community infrastructure elements objected to by HRCIDTA do constitute a direct benefit to the HRCID. Even if the appeal periods associated with these reimbursements had not long passed, they would each clearly be reimbursable under the CID Act.

Very truly yours,



T. Hethe Clark
HC/bdb

c: CID Board Members
CID Staff (Jim Pardy (CID Engineer), Rob Lockward (CID Counsel))
Client

U. Exhibit U – Association Objection Letter - “The Myth of ‘Notice’ to Prospective Home Purchasers in the HRCID”

HARRIS RANCH CID TAXPAYERS' ASSOCIATION

September 7, 2021

Members of the Board
Harris Ranch Community Infrastructure District No. 1 ("HRCID")
City of Boise
150 N. Capitol Blvd.
Boise, Idaho 83702

Re: The Myth of "Notice" to Prospective Home Purchasers in the HRCID

Members of the Board,

We would like to respond to some of your recent public comments regarding notice provided to purchasers of homes in the Harris Ranch CID. It is apparent from your comments that you believe that prospective purchasers of homes in the HRCID receive prior notice of the HRCID sufficient for them to make an informed and considered decision regarding the HRCID, the projects financed, the bonds "voted" for, and the related special taxes and assessments imposed before those purchasers are contractually obligated to purchase their homes. You are mistaken, and your public comments therefore are inaccurate and misleading.

Moreover, the failure to provide adequate notice, as required by law, calls into question the enforceability of the special taxes and assessments against homeowners. And in any event, contrary to the suggestions by some of you, any notice that may have been provided does not somehow bar homeowners in the HRCID from contesting the fairness let alone the legality of those special taxes and assessments.

As we have explained in our previous letters to you, many of the expenditures made by the HRCID, to the tune of many millions of dollars paid to the Harris Ranch developer ("Developer"), appear to be unlawful. And the formation of the HRCID itself, as well as the approval of the \$50 million in "general obligation" bonds by the HRCID (\$15 million of which appear to have been issued to date), appear to violate protections afforded homeowners and taxpayers under the Federal and State Constitutions.

Existing Homes

From what we have been able to determine to date, it appears that purchasers of *existing* homes in Harris Ranch receive ***no formal notice whatsoever*** of the HRCID.¹ As a consequence:

¹ We have filed a Public Records Request for copies of whatever notices, if any, have been provided to purchasers of homes in the HRCID. Copies of those notices are required by the Development Agreement to be filed by the Developer with the HRCID.

1. Purchasers of existing homes receive **no explanation** as to the nature of the HRCID (about which most people likely know little or nothing);
2. Purchasers of existing homes receive **no description** of the projects financed to date and to be financed in the future by the HRCID;
3. Purchasers of existing homes receive **no notice** regarding the nature or amount of the HRCID's bonds (for example, that the amount approved is *almost \$54 million*), let alone of the fact that the bonds were "voted" on by just three members of the Harris family;²
4. Purchasers of existing homes receive **no notice** regarding the amount of the special taxes and assessments imposed on their prospective home, or how they are determined;
5. Purchasers of existing homes receive **no notice** regarding the potential for significant increases in those special taxes and assessments over time;
6. Purchasers of existing homes receive **no explanation** that their special taxes for the HRCID will increase disproportionately more over time than their County, City, school district and other local property taxes; and
7. Purchasers of existing homes receive **no notice** that such special taxes and assessments are *not* imposed on all properties in the City, or even on all properties in their neighborhood, and that homes across the street and even next door may be free of such taxes and assessments.

Moreover, the property listings for existing homes in Harris Ranch do not include *any mention* of the HRCID, or of the substantial and increasing property taxes and special assessments imposed on homes within the HRCID. Those taxes and special assessments in 2021 will amount to, on average, approximately **\$2,400** for the average homeowner in the CID, and over **\$3,800** for some homeowners. And those property taxes and special assessments over 25 years may total *more than \$160,000* for each homeowner (based on conservative estimates of increases in assessed valuations) – another critical fact not provided to prospective purchasers.

² At a recent public hearing, one of the HRCID Board members suggested that purchasers of existing homes in Harris Ranch being subject to HRCID special taxes is no different than their being subject to prior school district bond elections and the resulting tax levies. We beg to differ. First, every voter in the school district at the time of the election is entitled to vote. With the HRCID and its bonds and special taxes, *not a single homeowner in the HRCID was allowed a vote*. Second, school district levies are imposed on *all* the properties in the school district. With the HRCID, the special taxes are imposed only on a small proportion of the people who will benefit from the public improvements being undertaken, and then not even on all the homeowners in the Harris Ranch development. Third, all the people living in the school district arguably benefit from the school improvements, by their children attending the schools and by the enhancement in the value of their properties. With the HRCID, it is mostly people *outside* the HRCID who benefit from the projects being undertaken, rather than homeowners within the HRCID. Fourth and finally, most people are familiar with school district levies and their purposes without further explanation. Very few people, on the other hand, are familiar with the nature, purposes or functioning of CIDs.

In over 120 pages of documents presented to an apparently representative purchaser of an existing home at their closing (long after they were contractually obligated to purchase the home), the *only* reference to the HRCID was a few lines on page 8 of a 9-page title insurance policy, as part of a long list of exceptions to the policy. Those few lines in the listed exceptions to a title insurance policy do not constitute adequate “notice” or disclosure of the HRCID, it’s \$54 million in authorized bonds, and its untold tens of millions of dollars in property taxes and special assessments to be imposed over thirty years or more.

Newly Constructed Homes

So far as we have been able to determine to date, it appears that purchasers of *newly constructed* homes receive only perfunctory, and fundamentally misleading, notice of the HRCID before they are contractually obligated to purchase their home. The only mention of the HRCID to an apparently representative purchaser of a newly constructed home, before they signed their purchase contract, was a six-line paragraph at the very end of the 15-page purchase contract itself. That was a contract presented to them by a likely-commissioned sales agent after the purchasers already become enamored of their prospective new home and had decided to buy it. What do those six-lines reveal? Only that:

- The home is “part of a Community Infrastructure District” that “is put into place to facilitate the cost of the developments [sic] infrastructure.”
- They “will have a General Obligation Bond [sic] not to exceed three (3) mills (tax of .0031% of the assessed value of the home after the homeowner exemption is applied).”
- “There is also a Special Assessment Bond [sic] that will be levied at a rate not to exceed \$0.38 per sq. ft. of homeowners lot [sic] size.”

That’s it. Those statements are largely unintelligible to the average person (and untrue, technically), and presumably are intended to be. And they include NONE of the rather basic disclosure information outlined in items 1-7, above, most if not all of which is legally required.

Long after purchasers of a newly constructed homes have contractually obligated themselves to purchase their home, they are then presented *at or shortly before closing* with a more detailed document regarding the HRCID, the authorized bonds, and the related taxes and assessments (the “CID Statement”). But that is *long* past the time – by perhaps several months – when they could reasonably have done anything about it. By that time, the purchasers not only have specified the light fixtures, bathroom fixtures, cabinetry, kitchen and laundry appliances, interior trims, carpets, kitchen and bathroom tiles, other floor coverings, paint colors, door and cabinet hardware, and other finishes to make the house their home, but the home has in fact been built to their specifications.

And even that notice is incomplete and misleading. Thus, for example:

- The CID Statement recites that the issuance of \$50 million in HRCID General Obligation Bonds was authorized by “a 2/3 majority vote of the qualified electors within the District.” It fails to reveal, however, that those “voters” were in fact *just three members* of the Harris family who did not even reside in the District, and who stood to make countless millions of dollars from the development while paying almost none of the resulting special taxes (and thus had an inherent conflict of interest in doing so).
- The CID Statement recites that the HRCID’s Board imposed the special assessments on properties within the District “upon submission of a petition signed by all the owners of all the lands located in [the] proposed assessment area.” Again, however, it fails to reveal that the *only* such owners were the same three members of the Harris family.
- The CID Statement includes an estimate of the annual property taxes and special assessments based on the sale price of the home. But it fails to disclose that those amounts can increase significantly each year, and disproportionately more than any increase in their County, City, school district and other local property taxes.

In addition, the CID Statement requires purchasers to “acknowledge” and to “agree to” almost a full page of details regarding the Harris Ranch CID, the bonds, and the special taxes and assessments, much of which they would need to consult with a knowledgeable attorney in order to understand. But what choice do they really have at that point? Even if they understand the import of the information, with no time for research or reflection, and decide to walk away from the purchase, they stand to lose their “earnest money” deposits of many thousands of dollars, and in some cases down payments that can amount to 10% of the purchase price of their house. More importantly, they stand to lose their prospective family home in which they’ve become not only financially but also emotionally invested. It’s not dissimilar from a rafting company on the Payette River requiring you to sign a liability waiver form *after* you and your family have paid the fees, boarded the raft, headed down the river, and are approaching the first rapids. You would grab the pen, scrawl your signature at the bottom of the form, and then turn your eyes towards the approaching rapids.

Consequences of Failures to Provide Timely and Adequate Notice

Section 6.4(d) of the Development Agreement among the City, the HRCID and the Developer (“Development Agreement”) requires that the Developer provide notice of the HRCID to prospective purchasers of ALL homes within the HRCID, not just to purchasers of newly constructed homes.³ That presumably is because the Idaho CID Act (“CID Act”) requires that such a notice be provided to ALL prospective purchasers of land within a CID. Idaho Statutes, Sec. 50-3115(2). Moreover, Section 10.2 of the Development Agreement requires the Developer

³ The Development Agreement states in relevant part: “Such notice shall be provided to *each potential purchaser of a residential lot within the District ...*” (Emphasis added.)

to provide the HRCID with evidence satisfactory to the HRCID that the CID Notice has been delivered to each purchaser.

It appears that the Developer has failed to provide the required CID Statement to purchasers of many if not most existing homes in the HRCID. Moreover, it appears that the HRCID has failed to enforce that requirement, even though it knew or should have known of the Developer's failure.

In addition, the Developer has failed to provide timely notice even to purchasers of newly constructed homes. Presenting the notice as a closing document after a purchaser is already contractually obligated to purchase their home, has invested thousands of dollars in non-refundable earnest money deposits (and in some cases down payments which can amount to 10% of the purchase price of the house), and is emotionally invested in the purchase, is not at all sufficient to permit understanding and due consideration of the contents of the notice.

Finally, the CID Act requires that the CID Statement "shall fully and fairly disclose the property owner's general obligation bond and special assessment repayment liability." Idaho Statutes Sec. 50-3115(2). As we have explained above, the CID Statement fails to do so.

We are unsure at this point what the legal consequences are or may be of such failures by the Developer and the HRCID. That is for lawyers to determine. But those failures may constitute a basis for purchasers of existing and even newly constructed homes to assert (a) that they are not subject to the HRCID special taxes and assessments, and/or (b) that they have suffered damages, attributable to the Developer and/or the HRCID, in at least the amount of such special taxes and assessments.

Conclusion

In conclusion, we believe it is important that you understand that (i) prospective purchasers of both new and existing homes in the Harris Ranch development have ***not*** been provided adequate and timely notice, as required by the CID Act and the Development Agreement, regarding the nature of the HRCID, the improvements being financed, the bonds that were "voted" on, or the special taxes and assessments that have been imposed, and (ii) that is a result of the failure of the Developer and the HRCID to do so, or to insure that it was done. We hope that this letter clarifies those facts.

Sincerely,

pp Bill Doyle

Executive Committee
Harris Ranch CID Taxpayers' Association

Cc: The Honorable Lauren McLean, Mayor, City of Boise
Council Member Liza Sanchez, Council Pro Tem
Council Member Patrick Bageant
Council Member Jimmy Hallyburton
David Hasegawa, City of Boise
Jaymie Sullivan, City of Boise
Rob Lockward, City of Boise
Amanda Brown, City of Boise

V. Exhibit V – Developer Response - Response to September 7, 2021 Harris Ranch CID Taxpayers' Association ("HRCIDTA") Letter The Myth of the "Myth of 'Notice'"

T. Hethe Clark
(208) 388-3327
hclark@clarkwardle.com

Via electronic mail (dhasegawa@cityofboise.org)

September 27, 2021

The Board of the Harris Ranch Community Infrastructure District No. 1 ("HRCID")
c/o David Hasegawa, District Manager
150 N. Capitol Blvd.
Boise, Idaho 83702

**Re: Response to September 7, 2021 Harris Ranch CID Taxpayers' Association ("HRCIDTA") Letter
The Myth of the "Myth of 'Notice'"**

Dear Members of the Board:

This letter responds to HRCIDTA claims regarding lack of notice of the HRCID. The developer is committed to working with HRCID Staff to ensure that processes associated with the first actively operating community infrastructure district in the State of Idaho work as well as possible. We remain open to such discussions. But this HRCIDTA letter is not an accurate depiction of Idaho law regarding notice in real property matters, and the letter misstates how notice has occurred within Harris Ranch in general and with regard to two prominent HRCIDTA board members in particular.

Background

As elsewhere in the United States, Idaho relies heavily on its recording statutes to ensure that private parties are aware of the encumbrances on real property that they may purchase. It is a basic tenet of Idaho law that a "purchaser of land is charged with every fact shown by the land records and is presumed to know every other fact which an examination suggested by the land records would have disclosed." 77 Am.Jur.2d Vendor and Purchaser § 381 (citing *Kalange v. Rencher*, 136 Idaho 192, 30 P.3d 970 (2001)). This system of record notice is an acknowledgment of the practical difficulties of ensuring that property owners know what encumbrances affect their property. There are no flashing neon signs at the entry of a taxing district and it would be impracticable to rely on individuals to provide information about properties they own (or might have owned in the past). Instead, the long-standing solution is to create a single repository for this information, administered by local governments – in this case, the Ada County Recorder's Office. This is also why an entire industry of title companies has grown up to provide such reports and inform owners of the responsibilities associated with their property.

Every title report associated with Harris Ranch property provides multiple disclosures of the HRCID. These reports provide record notice and an opportunity to review the following recorded documents:

- **District Clerk's Notice of Assessment Lien** (Recorded December 21, 2011 as Instrument No. 110120216);
- **CID Tax and Special Assessment Disclosure Notice** (Recorded September 20, 2010 and October 4, 2010 as Instrument Nos. 110087657 and 110092989) (the "Disclosure Notice"); and
- **Agreement and the terms and conditions contained therein between City of Boise, Idaho and Harris Ranch District Community Infrastructure District No. 1 (City of Boise, Idaho) and Harris Family Limited Partnership (District Development Agreement No. 1)** (Recorded November 30, 2010 as Instrument No. 110112805) (the "Development Agreement")

Each provides significant information about the CID. For example, the Disclosure Notice identifies:

- The total amount of bonds (\$50,000,000) that may be issued;
- The life span of the HRCID (30 years);
- The maximum levy rate (not to exceed 3 mills (or .003) plus administration expenses);
- The purposes for which bonds may be issued ("... installation of community infrastructure facilities, including, without limitation, roadways, parks, recreation areas, public facilities, interest in real property, water, wastewater, storm water, food control improvements and related financing costs"); and
- Estimated tax liability examples with calculations.

Over the course of only a few pages, the Disclosure Notice describes the impact of HRCID in detail. This concise explanation is recorded against every property in the HRCID. The recorded Disclosure Notice also satisfies the requirements of the CID Act, in particular Section 50-3115. For example, it includes the following mandatory language at the beginning of the recorded document: "YOU ARE PURCHASING REAL PROPERTY THAT IS INCLUDED WITHIN THE BOUNDARIES OF A COMMUNITY INFRASTRUCTURE DISTRICT...." **This is the required notice for both homeowners who purchase from builders and those who purchased from third-party homeowners.**

This is only the title report, which, of course, each homeowner is obligated to review and approve. In addition, Harris Ranch works with each of its builders to ensure that they are providing disclosure of matters related to the HRCID. A letter in the record from Boise Hunter Homes reflects this point. **Boise Hunter Homes has built and sold 500 new homes in Harris Ranch and has never had a homeowner complain that they were unaware of the HRCID.** In addition, Harris Ranch provides HRCID documentation with its "welcome packet" that is provided to the various title companies at closing.

The simple fact is that the HRCID is disclosed to each and every homeowner in Harris Ranch as is required by statute.

Those signing the various letters on behalf of the HRCIDTA board are no exception. For example, during the July 20, 2021 HRCID regular meeting, Mr. Bill Doyle was part of the following exchange with CID Board Member Holli Woodings:

Woodings: *Bill, I do have one question because this has been coming up over the past year since folks have become more aware of the CID. It's my understanding that upon sale of the homes in Harris Ranch, prospective homeowners are supposed to be given notification—given the pamphlet on the existence of the CID. . .*

Doyle: *That's a misunderstanding. So, what the development Agreement requires in my understanding in the reading of it is that only the initial purchasers be provided a disclosure statement. The content of that disclosure statement, as you may know, is an exhibit to the developer agreement. Any subsequent purchasers receive no notification whatsoever.*

Woodings: *Was it included in your title work?*

Bill: *That's a good question. I pulled it out, and there is a reference in my preliminary title to a CID....*

The example of Mr. Crowley is glaring, particularly as he has repeatedly alleged of lack of notice in various settings. During the July 20, 2021 hearing, Mr. Crowley was emphatic on this point:

Crowley: *We purchased our house just over 3 years ago and, at that time, received no notification, no disclosure, or any idea of the impact that the CID would have on our property taxes.*

This is a potentially damaging claim not only with regard to Harris Ranch, but also with regard to Mr. Crowley's builder, who regularly does work in Harris Ranch and is aware of the HRCID. So, we investigated. Here is what we found:

March 11, 2018 – The existence of the CID was discussed with Mr. Crowley's agent via email (excerpt shown below):

The Crowley's have decided they like lot 8 instead of 9.

Couple questions:

-what are the HOA dues? **They haven't been established yet. #6 of CCR's stage they'll have a reduced HOA amount.** Do they have access to a pool? **They do not.**

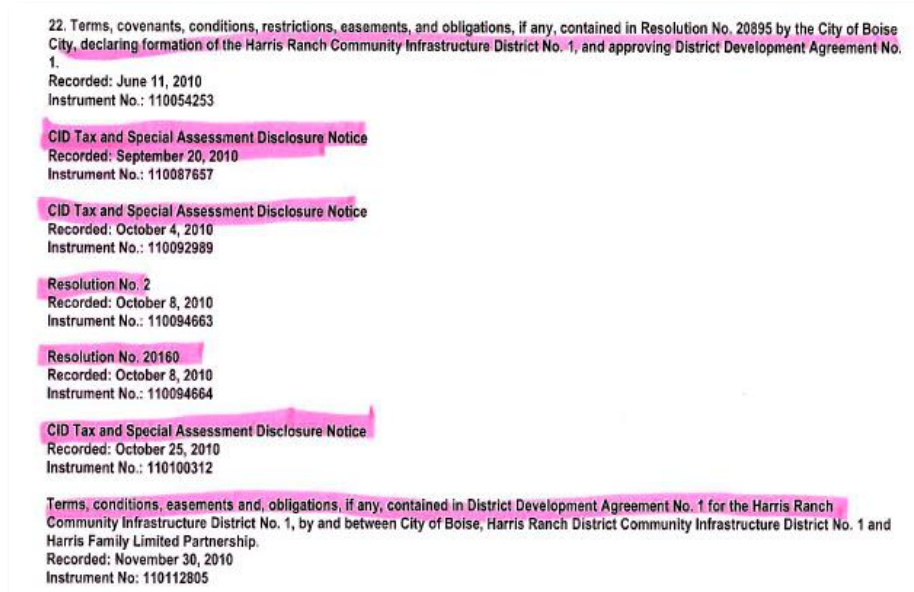
-is this home in the CID tax district? **Yes**

May 12, 2018 – Mr. Crowley signs an RE-22 Pre-Sold New Construction Purchase and Sale Agreement with Zach Evans Construction, LLC, including the following "Additional Terms and Conditions" (excerpt shown below):

50. ADDITIONAL TERMS AND/OR CONDITIONS:

1) Buyer acknowledges Property is in the Community CID taxing district.

October 31, 2018 – Mr. Crowley executed an “Acknowledgment and Approval of Title Commitment, CCR’s, and Plat Map” with the closing company, TitleOne. The title commitment includes seven references to the CID.



Based on our investigation, Mr. Crowley was not only aware of the HRCID, but his agent had discussed it with his builder two months before a purchase agreement was even signed. Nearly six months passed between the purchase agreement and closing, meaning **Mr. Crowley had notice of the CID for almost eight months before he came to the closing table.** That is more than adequate time to do whatever investigation a homeowner would like into the impacts of the HRCID.

Conclusion

We ultimately do not believe this is about notice. This goes back to Mr. Crowley’s statements in a recorded Zoom meeting on September 2, 2020, during which Mr. Crowley indicated his intent to do or say whatever is necessary to attack the HRCID, interfere with the Development Agreement, and hold up, postpone, or delay bond issuances and reimbursements that are authorized by Idaho Code, required by the Development Agreement, relied upon by Harris Ranch, and that form the basis for the many amenities expected and enjoyed by Harris Ranch residents and that brought so many homeowners (including Messrs. Doyle and Crowley) to the community in the first place. We are sure the HRCID Board will consider the facts and see these claims for what they are.

Very truly yours,

A handwritten signature in blue ink, appearing to read "T. Hethe Clark".

T. Hethe Clark
HC/bdb

c: CID Board Members
CID Staff (Jim Pardy (CID Engineer), Rob Lockward (CID Counsel))
Client

**W. Exhibit W – Association Objection Letter – “Tax-Exempt Status of Harris Ranch CID
‘General Obligation’ Bonds”**

HARRIS RANCH CID TAXPAYERS' ASSOCIATION

September 9, 2021

Members of the Board
Harris Ranch Community Infrastructure District No. 1 ("HRCID")
City of Boise
150 N. Capitol Blvd.
Boise, Idaho 83702

Re: Tax-Exempt Status of Harris Ranch CID "General Obligation" Bonds

Members of the HRCID Board:

As you know, the Harris Ranch CID Taxpayers' Association ("Association") is in the process of reviewing prior and proposed payments by the HRCID to the Harris Ranch developers ("Developer"). Those payments are intended to reimburse the Developer for certain contributions and expenditures they have made for various supposed public facilities and improvements related to the Harris Ranch development.

While we have not yet received all the documents we've requested from the City of Boise ("City") related to the HRCID's outstanding "general obligation" bonds ("CID Bonds"), which were issued to finance most of those payments, our review of those payments continues.¹ Based on our review to date, however, we find that the number of issues related to the HRCID is growing and becoming more alarming.

Discussion

As you may also know, there is a complex body of Federal tax law governing state and local government obligations the interest on which is intended to be exempt from Federal income tax. That includes provisions of the Internal Revenue Code ("Code"), Regulations adopted pursuant to the Code, and various forms of guidance provided by the Internal Revenue Service ("IRS"). We are not practicing lawyers, let alone tax lawyers, and do not purport to have an in-depth knowledge about such things. But we do have a general understanding of these provisions. So, the following comments are qualified by those representations.

¹ It is our general understanding that the CID Bonds have been privately placed with one or more financial institutions.

First, we assume that the CID Bonds have been issued as tax-exempt “governmental bonds” under the Code, as proceeds have supposedly been applied, as required by the Idaho Community Infrastructure District Act, to pay the costs of *public* facilities – that is, facilities owned by the City or other local government, and used and available for use by the general public. Issuance of the CID Bonds as “governmental bonds” is preferable, as tax-exempt bonds generally can be issued with lower interest rates than bonds that are not exempt from Federal income taxes.

To qualify as governmental bonds under the Code, at least two of following three conditions must be true for each issue of bonds: (1) no more than 10% of the proceeds of the bonds is used in a private business (“Private Business Use Test”), or (2) no more than 10% of debt service on the bonds is paid from or secured by property used in a private business or by payments in respect of such property (“Private Payments Test”), and (3) less than 5% of the bond proceeds is treated as loaned to someone other than a state or local government (“Private Loan Test”).

The meaning of at least some of that language is rather opaque. So, examples may be helpful to illustrate our understanding of how those tests are applied.

If a city issues bonds to finance an office building which will be leased entirely to private businesses, and the lease payments made by those businesses will be applied to pay and secure the bonds, those bonds exceed both the Private Business Use Test and the Private Payments Test. That’s because 100% of the proceeds of the bonds will be treated as being used by private businesses, and 100% of the bonds will be treated as payable from and secured by payments made by private businesses. Those bonds thus would constitute what are termed “Private Activity Bonds” (which, generally speaking, is a bad thing from a Federal tax law standpoint). The interest paid on those bonds therefore would be *subject to* Federal income taxes even though the office building is owned by the city.

If, however, less than 10% of the office building is leased to private businesses, and the rest is used for local government offices, and/or less than 10% of debt service on the bonds is payable from lease payments made by the private business tenants, either the Private Business Use Test and/or the Private Payments Test would *not* be exceeded, and the bonds thus would constitute “governmental bonds” the interest on which is *exempt from* Federal income taxes.

Similarly, if a city issues bonds and loans the proceeds to a private developer to build an office building for use by private businesses, the bonds would exceed the Private Loan Test, and interest on those bonds would be subject to Federal income taxes.

Special rules, in addition to the above general rules, apply to bonds issued by local governments that are payable from special taxes or assessments levied on a limited group of property owners (such as the CID Bonds). As we understand it, proceeds of such

bonds are treated as being “loaned” to those property owners for purposes of the Private Loan Test. A special provision in the Code, however, permits these “private loans” without jeopardizing the tax-exempt status of the bonds, as long as the bond proceeds finance “essential governmental functions” (generally, publicly-owned improvements that are available for use by the general public).

As the CID Bonds are payable entirely from special taxes imposed on private property owners in the HRCID, the CID Bonds thus by definition are treated as “loaned” to the private property owners in the HRCID. That’s okay, however, so long as the CID Bonds finance publicly-owned improvements that are available for use by the general public. And that is where our new concerns have arisen.

If proceeds of the CID Bonds have been applied to pay or reimburse the Developer for the costs of public roads, parks, water, sewer and storm water facilities, and similar improvements that are (i) owned by the City or other local governments, and (ii) available for use by the general public, then there generally is *not* an issue with the Private Loan Test. But it appears that’s not the case. Rather, it appears, based on our initial review of prior payments by the HRCID to the Developer, that ***more than \$7 million*** of the approximately \$13.6 million paid to the Developer to date from proceeds of the CID Bonds has been for:

- The supposed “value” of land that the Developer was required to dedicate to wetlands and stormwater drainage and retention, ***but which it appears the Developer still owns***²;
- At least a portion of the construction costs of such wetlands and storm water drainage and retention facilities; and
- Payments to Idaho Power for undergrounding electric distribution lines and transformers, and other electric service extensions, none of which utility improvements, we expect, are owned by the City or other local government.

It is unclear to us whether these payments will be treated for Federal tax law purposes as being made to finance privately-owned improvements, or perhaps as grants (or, one might say, gifts) to the Developer, as a private business, for use as they see fit. In either

² It appears that the Developer has provided the City with supposed “easements of access” with respect to the land in question, but solely for the purpose of maintaining the privately-owned storm water system facilities and only upon any failure of the private nonprofit Harris Ranch homeowners’ association to do so. An “easement of access” for that very limited purpose does not, by any stretch of the imagination, convert private property into a publicly-owned infrastructure improvement. The supposed “easements of access” appear to be nothing more than a fig leaf to cover what may constitute a gift of public moneys by the HRCID to the Developer (at the direct expense of the homeowners and property taxpayers in the HRCID).

case, it seems to us, they cannot be treated as having financed *publicly*-owned improvements that are available for use by the general public.

It thus appears to us, again based on our preliminary review, that *all* of the proceeds of the CID Bonds will be treated as “loaned” to the private property owners in the HRCID, and that substantially more than 5% of the proceeds of the CID Bonds have been applied to finance facilities which are privately owned, rather than “essential governmental functions”, and that interest on the CID Bonds thus may be subject to Federal income tax.³ If that is the case, we expect that the financial institution(s) which hold the CID Bonds may understandably be *very* surprised and concerned.⁴

Potential Consequences of Taxability of CID Bonds

It is our understanding that an outside law firm specializing in municipal bond law (“Bond Counsel”) would typically have provided a legal opinion to the HRCID to the effect that interest on the CID Bonds is tax-exempt. In doing so, as we understand it, they typically would have relied on certifications and undertakings provided by one or more officials of the HRCID, and possibly by the Developer, that proceeds of the CID Bonds were being spent for purposes appropriate to their Federal income tax tax-exempt status. It would then be up to the HRCID, and the Developer if they provided such certifications, to make sure that the expenditures of proceeds of the CID Bonds complied with their respective certifications and undertakings. In the event of any uncertainty, of course, they may have consulted with Bond Counsel regarding specific expenditures the treatment of which may have been unclear.

The consequences of the CID Bonds being taxable rather than tax-exempt, if that were the case, could be quite serious for Bond Counsel to the HRCID, the HRCID, the City, the officials who signed the tax certifications and undertakings, and/or the Developer, if they did as well. Those consequences could include the payment of significant penalties and interest to the IRS, the payment of more serious Section 6700 penalties to the IRS, and the need to refinance the debt at taxable rather than tax-exempt rates. In addition, we understand that the Securities and Exchange Commission has taken the position that false tax-related certifications made in connection with the sale of tax-exempt bonds can

³ In addition, it appears that the CID Bonds will also exceed the Private Business Use Test, as perhaps 50% or more of the net proceeds may be treated as having financed payments for privately-owned facilities. A significant portion of the planned development within the HRCID, as we understand it, is expected to consist of apartment buildings, retail space and other commercial establishments. We are unable to determine at this point whether payments by the owners of such commercial properties, including by the Developer in the interim, will exceed the Private Payments Test, and thus that the CID Bonds may also constitute Private Activity Bonds the interest on which is subject to Federal income tax. We note that it is our understanding that the Federal tax law analysis applies to each “issue” of CID Bonds. We don’t yet know whether the CID Bonds constitute one or more “issues” for these purposes.

⁴ We are very disappointed that these issues are having to be brought to your attention by homeowners in the HRCID, rather than being identified in advance and thus avoided by the City, acting through the HRCID.

constitute a violation of Federal securities laws by the bond issuer and/or by the individuals who made the certifications. And, of course, there likely would be significant reputational damage for all involved.

It appears to the Association that this presents a serious conundrum. Any failures to comply with Federal tax law in connection with the CID Bonds and any penalties that might be applied because of such failures are certainly *not* the responsibility of the homeowners in the HRCID. And, as we've noted before separately, the HRCID is simply an extension of the City, as it was created by the City and is now overseen, controlled and staffed entirely by the City.

Requested Actions

We therefore request the following:

- That the HRCID's Bond Counsel provide a detailed Federal tax law analysis to the Association, at no expense to the Association or the homeowners in Harris Ranch, as to the compliance with Federal tax law of each prior expenditure or reimbursement made to the Developer from the proceeds of the CID Bonds;
- That the City (as they are the party ultimately responsible for all this) indemnify and hold harmless the homeowners in the HRCID from and against any liability which may arise to the HRCID from any failure by the HRCID, the City or the Developer to comply with Federal tax law with respect to the CID Bonds; and
- That the City (again, as they are the party ultimately responsible for all this) agree to pay the costs of independent Bond Counsel, reasonably selected by the Association, to undertake its own review of these matters.

If the HRCID and the City are not amenable or responsive to the above requests, another option would be for the Association to approach the IRS' Tax-Exempt Bonds office (TEB) directly to seek their guidance and views regarding these matters. We hope, however, that such action on the part of the Association won't be necessary.

We look forward to your timely response.

Sincerely,

pp Bill Doyle

Executive Committee,
Harris Ranch CID Taxpayers' Association

Cc: The Honorable Lauren McLean, Mayor, the City of Boise
Council Member Liza Sanchez, Council Pro Tem
Council Member Patrick Bageant
Council Member Jimmy Hallyburton
David Hasegawa, City of Boise
Jaymie Sullivan, City of Boise
Rob Lockward, City of Boise
Amanda Brown, City of Boise

X. Exhibit X – Association Objection Letter – “The HRCID’s “General Obligation” Bond Election Failed”

HARRIS RANCH CID TAXPAYERS' ASSOCIATION

September 27, 2021

Members of the Board
Harris Ranch Community Infrastructure District No. 1 ("HRCID")
City of Boise
150 N. Capitol Blvd.
Boise, Idaho 83702

Re: The HRCID's "General Obligation" Bond Election Failed

Members of the HRCID Board:

As you know, the Harris Ranch CID Taxpayers' Association ("Association") provided a memorandum to you and to the City almost three months ago that explains in detail why we believe that the HRCID, the bonds it has issued, and the special taxes and assessments it has imposed violate both the Federal and State Constitutions in numerous ways. Two weeks ago, we provided you a letter to the effect that the formation of the HRCID appears also to be fundamentally flawed from a statutory standpoint. We have also provided you a letter questioning the tax-exempt status of the outstanding "general obligation" bonds.¹

Our review of the HRCID continues and much remains to be reviewed. But we have recently identified what appears to be another fundamental legal flaw, this time with the supposed "election" conducted to approve the issuance of \$50 million in "general obligation" bonds by the HRCID and the imposition of perhaps \$100 million or more in special property taxes over as many as 50 years.

Discussion

From what we have been able to determine to date, the issuance of \$50 million in "general obligation" bonds by the HRCID was approved by three "Yes" votes in an election supposedly

¹ Our hope is that the substance of our original memorandum, our additional letter, and our letter questioning the tax-exempt status of the bonds have been shared with your various stakeholders, including your investors. Those are issues, we expect, that stakeholders would review with considerable interest. Those issues have been referenced in public meetings by the HRCID, in reports in the local press and on the City's website, and thus can make their way to bond market participants. Failure to disclose such issues to investors, we imagine, may result in serious contractual and/or Federal securities laws issues. Those are not matters in which we are knowledgeable let alone expert. Our concern is, in part, parochial as we expect that the HRCID would seek to impose any financial costs or penalties related to any investor claims or securities violations on the homeowners in the HRCID. We hope that you will share the substance of this letter with them, as well.

held on August 3, 2010. We previously had assumed, before we had access to some of the relevant documents, that those three “Yes” votes came from members of the Harris family. That’s because (i) the Harris family and its related entities owned all the property in the HRCID at the time of its formation in 2010, (ii) there reportedly were no residents in the HRCID when it was formed, and (iii) the CID Act permits voting by non-resident property owners. But we were mistaken.

We have now reviewed affidavits apparently submitted two weeks or so after the election on behalf of those who voted “Yes.”² It appears that the “Yes” votes were instead cast by: (1) Barber Valley Development, Inc. (a Harris family business entity), as a non-resident owner of property in the HRCID, (2) Harris Family Limited Partnership (another Harris family business entity), also as a non-resident owner of property in the HRCID, and (3) a Ronald Murray, who allegedly resided at the time in a mobile home on property owned by the Harris family off Barber Road just inside the boundaries of the HRCID.³

As we noted in our original memorandum, we are puzzled that the City, acting through the HRCID, did not avail itself of the opportunity to obtain a judicial determination as to the validity of the HRCID, the general obligation and special assessment bonds that were authorized, and the special taxes and assessments that have been imposed. That option was available to the City under the Judicial Confirmation Act. Idaho Statutes, Secs. 7-1300 *et seq.* The City and its related entities have recently utilized that Act in other contexts, as outlined in our original memorandum.

We have recently learned that the City of Eagle did avail itself of that option in 2013 in connection with its formation of the Spring Valley Community Infrastructure District No. 1 and the authorization of \$325 million in “general obligation” and “revenue” bonds. That is, they brought an action under the Judicial Confirmation Act to seek a determination by the court regarding the validity of the Spring Valley CID and the bonds it had authorized.

² We note that the affidavits are substantially abbreviated from the “Forms of Electors Oath” *required* by and attached to the Resolution No. 3-10 of the HRCID Board calling the special election (“HRCID Election Resolution”). The affidavits contain only one of the five required certifications, all of which are essential to the validity of those votes. The affidavits apparently were prepared and submitted to the City by counsel for the Developer. Counsel for the Developer obviously was in a position to know and understand the nature and content of the five required certifications, but nonetheless failed to include most of them. That is at least curious if not also suspicious. These failures constitute a separate and additional grounds for challenging the validity of the election.

³ The existence of such a resident voter within the HRCID, again, is at least curious if not also suspicious. That’s because the Board expressly recited, in Section 3 of the HRCID Election Resolution, as follows: “Based upon the content of certain prior Petitions executed by the current Owner of all real property located within the current boundaries of the District, ***it has previously been represented to both the District Board and the Boise City Council that there are or should be no resident qualified electors***, as that term is defined in the Act, currently residing within the boundaries of the District.” (Emphasis added.) Moreover, attached to the Development Agreement is a series of email exchanges with an Ada County Clerk’s Office Elections Specialist confirming that, at least as of mid-February 2010, there were *no registered voters within the proposed boundaries of the HRCID*. It appears that the HRCID thus may have failed to provide a polling station in a precinct within the boundaries of the HRCID, and otherwise to comply with absentee voting and other requirements under State election law and/or the CID Act. These present yet additional grounds for the invalidity of the election.

The final decision of the Ada County District Court in that case is noteworthy in at least two respects. First, the District Court held that, where voting is done in whole or in part based on land ownership in a CID rather than just residency, *only natural persons and not business entities can vote*. Second, the decision relies in part on an Idaho Supreme Court case⁴ which held that an election by a special purpose district (in that case, an irrigation district) which is based on land ownership can include as voters *only* those landowners who are registered to vote *in the county in which the election is held*.⁵

As noted above, two of the three “Yes” votes in the HRCID “general obligation” bond election were by business entities (a corporation and a limited partnership, respectively) and not by a natural person. ***Thus, under the Idaho Constitution, both of those votes are invalid.*** So, the election, it appears, may turn on the “vote” of a single person who did not own any property in the HRCID but allegedly instead lived as a tenant in a mobile home on land owned by the Harris family (and whom the Developer and the Harris family previously disclaimed even existed).

As for Mr. Murray, there is nothing in the records we have been provided to date that indicates that he was a “qualified elector” under Idaho law, or that his vote was secured in compliance with the CID Act. For example, we do not know whether he was at least 18 years old, had lived in Ada County for at least 30 days prior to the election, was registered to vote in Ada County⁶, or was not disqualified from voting (for example, if he were a felon on parole). According to the County Clerk’s Office, Mr. Murray was not a registered voter within the HRCID at least as of February of that year. We also don’t know whether he was provided the election materials required by the CID Act.⁷

In addition, as he was living on Harris family property, it may be that Mr. Murray was an employee or former employee of the Harris family. Thus, Mr. Murray may have been influenced, or perhaps unduly influenced, to vote “Yes” in the election.⁸ He was certainly

⁴ *Pioneer Irrigation Dist. v. Walker*, 20 Idaho 605 (1911).

⁵ The Idaho Constitution requires, in order to vote, that you be a natural person, a citizen of the United States, at least 18 years old, a resident of this State, and a resident of the county in which you seek to vote. Idaho Constitution, Art. VI, Sec. 4.

⁶ The HRCID Election Resolution required only that resident voters be “registered to vote in the State of Idaho”, which is contrary to the Constitutional requirement.

⁷ Idaho Statutes Sec. 50-3112 provides in part: “(5) The ballot material provided to each voter shall include: (a) For an election concerning the issuance of bonds, an impartial description of the bonds to be issued and an impartial description of the property taxes to be imposed; the method of apportionment, collection and enforcement and other details sufficient to enable each qualified elector to reasonably estimate the amount of tax he or she will be obligated to pay; and a statement that the issuance of the bonds and the imposition of property taxes is for the provision of certain, but not necessarily all, community infrastructure that may be needed or desirable within the district, and that other taxes or assessments by other governmental entities may be presented for approval by qualified electors ...”

⁸ For example, Idaho Statutes Sec. 18-2319 provides: “ATTEMPT TO INFLUENCE VOTES. No person shall attempt to influence the vote of any elector by means of a promise or a favor, ... or threats of withdrawing custom or dealing in business or trade, or enforcing the payment of a debt, or discharging from employment, or bringing a suit or criminal prosecution, or any other threat of injury to be inflicted by him, or by any other means.”

known to the Harris family, as the Developer's lawyers were able to obtain an affidavit from him regarding his "vote". Or it may be that one or more people in addition to Mr. Murray also resided on the property, but were dissuaded, or perhaps unduly dissuaded, from voting "No" in the election. At this point we simply don't know.

But that's not all. According to the official certification of the election by the HRCID's Clerk (that is, the City Clerk), ***there was one "No" vote in the election.*** The official election results, even assuming that Mr. Murray's "vote" was lawful, and excluding the unlawful votes by the Harris family business entities, were one vote in favor, and one vote against. As the Idaho Constitution and the CID Act require 2/3rds voter approval, ***the HRCID's "general obligation" bond election therefore failed, and the bonds which have been issued are void.***

In the documents provided to us to date, there is a letter from the Developer's lawyers to the City Clerk, dated two weeks after the election, that enclosed the affidavits for the three "Yes" votes. The letter alleges that the lawyer had "been informed" that a person who did not reside or own property in the HRCID was "mistakenly allowed to vote." It is apparent, from a simple process of elimination, that the "mistaken" vote was the only "No" vote. At this point, we have only the Developer's lawyers' letter to back that claim. But the official canvassing of the election results by the HRCID's Clerk, reviewed by the City Attorney's Office, and approved by the Board of the HRCID on August 10, 2010, could not be changed via a letter from the Developer's lawyers. The Developer would have had to file a request for a recount pursuant to Idaho Statutes Sec. 34-2301 within 20 days of such canvas, which so far as we know they failed to do.

But even if Mr. Murray were a qualified elector, had not been impermissibly influenced in his vote, and was the only qualified voter in the election, it would mean that \$50 million of bonds, and perhaps \$100 million or more in special taxes, were all approved by the "vote" of a single individual who did not own any property in the HRCID and thus would not have paid ANY of the untold tens of millions in special taxes over perhaps as many as 50 years. That can't be right.⁹

Conclusion

Based on the information we have been provided to date, it appears that the HRCID "general obligation" bond election failed to garner the required 2/3rds vote, that the bonds therefore were not lawfully authorized, and that the outstanding bonds therefore are void.

We note, again, that this letter and our previous letters do not include all our objections to the HRCID, its bonds, its special taxes and assessments, and the prior, requested or proposed reimbursements to the Developer. We again ask, and in fact now demand, that all further financings and activities of the HRCID *cease* pending the resolution of these legal issues.

⁹ We note that the Harris family, as we have observed previously, apparently did own two homes in the center of what became the HRCID. But they carved their two Harris Ranch homes out of the HRCID, apparently to spare themselves from having to pay the HRCID special taxes, and thus could not vote as residents in the HRCID.

Finally, please note that we have attempted to advise you of our concerns regarding the City, acting through the HRCID, continuing to approve payments to the Developer that are legally questionable if not unlawful. As we have noted previously, doing so may have serious legal consequences for the City, the HRCID and the Developer. We are not practicing lawyers, and thus do not have any particular knowledge or expertise regarding such matters. So, our expressions of concern are based rather on general knowledge and publicly available information. To date, it seems that our concerns have not been taken seriously. We had hoped for an open, collaborative dialogue with our elected officials to address our concerns and to look for a mutually agreeable resolution. Instead, you have responded only with silence. We are left to wonder why.

Sincerely,

pp Bill Doyle

Harris Ranch CID Taxpayers' Association

Cc: The Honorable Lauren McLean, Mayor, the City of Boise
Council Member Liza Sanchez, Council Pro Tem
Council Member Patrick Bageant
Council Member Jimmy Hallyburton
David Hasegawa, City of Boise
Jaymie Sullivan, City of Boise
Rob Lockward, City of Boise
Amanda Brown, City of Boise

**Y. Exhibit Y – Developer Response Letter – “Response to September 27, 2021
Harris Ranch CID Taxpayers’ Association (‘HRCIDTA’) Letter Re: HRCID’s General
Obligation Bond Election”**

T. Hethe Clark
(208) 388-3327
hclark@clarkwardle.com

Via electronic mail (dhasegawa@cityofboise.org)

September 28, 2021

The Board of the Harris Ranch Community Infrastructure District No. 1 ("HRCID")
c/o David Hasegawa, District Manager
150 N. Capitol Blvd.
Boise, Idaho 83702

**Re: Response to September 27, 2021 Harris Ranch CID Taxpayers' Association ("HRCIDTA") Letter
Re: HRCID's General Obligation Bond Election**

Dear Members of the Board:

This letter responds to HRCIDTA's letter claiming that the initial bond election somehow failed. **We note, initially, that this is not an issue that is up for debate at the October 5, 2021 hearing, which is noticed for a discussion and potential approval of certain payment requests and a bond resolution.** Furthermore, the HRCIDTA's latest attack goes to the heart of the HRCID itself, which is a conversation well beyond the authority of the HRCID Board to rule upon. We respond, in brief, simply to ensure that the various legal arguments¹ and factual misstatements of the HRCIDTA are met with a public response.

Background

Idaho Code Section 50-3101, *et seq.* (the "CID Act") contains the procedures and standards by which the HRCID is to be judged. When it comes to the issuance of general obligation bonds, the process is identified in Section 50-3108, which states that if a CID intends to issue such bonds, an election is required with an approval threshold of "two-thirds (2/3) of the qualified electors at such election." (I.C. § 50-3108(3)). A "qualified elector" is defined in Section 50-3102(13) as "a person who possesses all of the qualifications required of electors under the general laws of the state of Idaho..." and includes individuals who may reside within the boundaries of the district ("resident qualified electors") and those who do not reside but do own property within the district ("owner qualified elector").

¹ Mr. Doyle repeatedly asserts legal arguments but then attempts to portray himself as a layman acting without the advantage of legal representation, which is misleading. Mr. Doyle has previously held himself out, including during the July 2021 HRCID board meeting, as a trained attorney. It is our understanding that he retired from practice in Washington and was suspended in California near the time he moved to Harris Ranch in 2018.

A “person” is defined in the CID Act to include not only individuals but also corporations and limited liability partnerships. I.C. § 50-3102(12). This is consistent with other statutes that have long permitted corporate voting in certain circumstances, including in the context of irrigation districts. *See, e.g.*, I.C. § 43-119 (permitting voting by corporations, LLCs, and partnerships under certain circumstances).

Whether votes come from “owners” or “residents,” **the required vote is two-thirds, with no minimum number of voters required to participate.** Once a vote has occurred meeting the two-thirds threshold, a CID board is thereafter authorized to proceed with the sale of general obligation bonds, allowing the very purpose of the CID Act to move forward.

Response to HRCIDTA

In this bond election, there were three votes in favor, with two of those votes coming from owner qualified electors (Barber Valley Development, Inc. (BVD) and Harris Family Limited Partnership (HFLP)) and the third coming from a resident qualified elector, Mr. Ron Murray. Those who have been around Harris Ranch for very long know Mr. Murray, who lived for decades at Barber Drive, near the entry to what is now Harris Ranch North. His residence was only removed from that location within the past few years. He was a much-loved farmhand at the ranch before recently moving to a new location.

Rather than actually investigating the facts surrounding Mr. Murray, the HRCIDTA through Mr. Doyle has once again resorted to baseless allegations and character assassination. The portrayal is grossly inaccurate.

- First, Mr. Murray was old enough to vote at the time of this election.
- Second, Mr. Murray was a resident of the district, as noted above. Mr. Murray lived in and was a resident of Ada County for decades prior to the election.
- Third, Mr. Murray registered to vote prior to this election. Our understanding is that he was not previously registered. There is no conspiracy if Mr. Murray was not on prior registration lists. Our democracy allows those previously unregistered to register and vote if they are eligible.
- Fourth, Mr. Murray is not a felon on parole. There is absolutely no basis to even suggest this and the insinuation is, frankly, offensive.

Even more outrageous is the allegation that Mr. Murray was unduly influenced to vote “yes” in the election, with the HRCIDTA and Mr. Doyle making the remarkable allegation that those in the Harris family committed a crime under Idaho Code Section 18-2319. If anyone has met Mr. Murray, they would know that this man is not capable of being influenced even if the Harris family had tried, which they most assuredly did not. These outlandish accusations are irresponsible, libelous, and without any basis in fact. But Mr. Doyle goes even further, hypothesizing that other individuals who might have lived within the future HRCID “were dissuaded, or perhaps unduly dissuaded, from voting ‘No’ in the election.” In other words, Mr. Doyle claims the Harris family formed a cabal that intimidated residents from voting in the election.

To be clear, at the time of the election, there were no other residents of the relevant property. Even if there had been other residents, the Harris family would not have committed a crime as so recklessly alleged by Mr. Doyle and the HRCIDTA.

The simple fact is this: There were three votes in favor of the general obligation bond election. The “No” vote came from an individual who did not reside within the district and that vote was properly removed. Even if you eliminate the corporate votes – something we do not admit or agree with given other examples of corporate voting in Idaho – there was still a 1-0 vote in favor. The CID Act requires no more. Furthermore, these are matters that took place over a decade ago, with dozens of actions and bond issuances that are now final per the appeal period identified in Idaho Code Section 50-3119.

Conclusion

Once again, the HRCIDTA attempts to reopen long-final matters that have been the subject of dozens of public proceedings and Board votes over the years. The general bond obligation election took place more than ten years ago. It is not up for debate on October 5, 2021.

The only constitutional infirmity alleged by the HRCIDTA is the use of corporate electors. As noted above, even if the BVD and HFLP votes are eliminated, there was still a two-thirds vote. If the HRCIDTA has concerns about not counting the vote of the individual who did not live within the HRCID, that is a procedural matter for which the appeal period has long since run.

Finally, we caution the HRCIDTA to be far more circumspect before continuing to make baseless allegations regarding the developer, Mr. Murray, and the Harris family’s actions and character. **It is not acceptable to invent facts and claims that impugn the character and integrity of individuals and businesses in the community in order to further the HRCIDTA’s agenda.** While these are matters of public concern, the privilege to say or claim anything without regard to the actual facts has its limits.

Very truly yours,



T. Hethe Clark
HC/bdb

c: CID Board Members
CID Staff (Jim Pardy (CID Engineer), Rob Lockward (CID Counsel))
Client

Z. Exhibit Z – Association Objection Letter – “The HRCID Was Unlawful from the Beginning”

HARRIS RANCH CID TAXPAYERS' ASSOCIATION

September 13, 2021

Members of the Board
Harris Ranch Community Infrastructure District No. 1 ("HRCID")
City of Boise
150 N. Capitol Blvd.
Boise, Idaho 83702

Re: The HRCID Was Unlawful from the Beginning

Members of the HRCID Board:

As you know, the Harris Ranch CID Taxpayers' Association ("Association") provided a confidential memorandum to you and the City more than two and a half months ago that explains in detail why we believe that the HRCID, the bonds it has issued, and the special taxes and assessments it has imposed violate both the Federal and State Constitutions in numerous ways. Those include failures by the City, acting through the HRCID, to comply with: (1) the 2/3rds voter approval requirement for the issuance of bonds; (2) the requirement of uniformity of taxation of similar properties in the City; (3) prohibitions against the City lending its credit to a private developer; and (4) constitutional protections of due process of law and equal protection of the laws.

We provided the memorandum to you privately in the sincere hope that you would work with the Association to address in a cooperative manner the apparent legal infirmities with the HRCID. As we undertook at the time, we did not share that memorandum with the homeowners in Harris Ranch, or with the broader community, or with the press. And we agreed to suspend our activities in that regard as a gesture of good faith. We hoped that a cooperative undertaking would minimize, to the extent possible, the political, financial, and reputational consequences to the City, its officials, and your advisors of the apparent invalidity of the HRCID, its outstanding bonds, and its special taxes and assessments.

The Association subsequently has submitted to you multiple letters of objection regarding proposed and past payments to the Developer. We have challenged the legal basis for those payments on a variety of grounds which seem rather obvious to us. We have also explained to you that, contrary to your own recent public statements: (i) the HRCID is NOT being used to finance "local amenities" but rather public improvements of general benefit to the City; and (ii) prospective purchasers of homes in the HRCID are NOT being given adequate and timely notices which "fully and fairly disclose" (as required by the Idaho CID Act) the existence and

nature of the HRCID, the bonds authorized, and the special taxes and assessments imposed *before* they are contractually obligated to purchase their homes.

Your response has been... silence. You instead have huddled in numerous “executive sessions,” closed to the public, with your legal counsel and staff, and have now hired additional outside lawyers, including litigation counsel. Your actions are forcing the Association to do the same. We are *very* disappointed, as we had hoped that you would do otherwise.

In the meantime, we have continued our review of past and proposed payments to the Developer, and of the voluminous documents related to the HRCID. We are not surprised, given what we had already discovered, that we have stumbled upon yet another fundamental legal flaw with the formation of the HRCID, this time from a statutory standpoint.

Discussion

As we noted in our original memorandum to you, the boundaries of the HRCID were “gerrymandered” by the Developer and the City to exclude all then-existing homes in Harris Ranch from its boundaries.¹ That apparently was done for the sole purpose of insuring that three members of the Harris family, who owned all the remaining property in the HRCID, would be the only people to “vote” on the formation of the HRCID and the authorization of almost ***\$54 million*** in bonds. As we also noted in our memorandum, the boundaries of the HRCID thus look like a giant jigsaw puzzle from which a third or more of the pieces are missing. We have attached a map of the HRCID for your reference.

Another curious feature of the HRCID is the big stripe down the middle which has been excluded from its boundaries. That apparently is the right-of-way for the large transmission lines owned by Idaho Power Company which run down the center of that stripe (“Idaho Power ROW”). What makes the stripe curious is the requirement under the Idaho CID Act that ***all property in a CID must be “contiguous”*** (which, according to Merriam-Webster, means “touching”). Idaho Statutes, Sec. 50-3102(5). The HRCID instead consists of three ***non***-contiguous sections: (1) the section to the west of the Idaho Power ROW; (2) the section to the east of the Idaho Power ROW which includes Harris Ranch North and the future Harris Ranch East; and (3) a comparatively small triangle, consisting of the Harris Crossing subdivision, sitting all by itself at the intersection of S. Eckert Road and E. Warm Springs Ave.

So, the question arises, how could this have happened? How could three ***non***-contiguous sections all be part of the HRCID despite the statutory requirement? We believe that we have found the answer. In our continuing review of documents, we discovered that the City and the Developer did in two short steps what the law expressly forbids them from doing in one step. That is, they formed the HRCID with the section to the *west* of the Idaho Power ROW, and then *before that was even completed*, they began the process to “amend” the boundaries to include the

¹ Hundreds of homes in Harris Ranch thus were *excluded* from the HRCID even though they benefit equally with homes *included* in the HRCID from the facilities being financed by the HRCID.

two additional sections to the *east* of the Idaho Power ROW.² This appears to be a transparent subterfuge to avoid the clear and express requirement imposed by the State Legislature in the Idaho CID Act that *all* properties in a CID be “contiguous.” If cities and developers were allowed, by predesign, to include non-contiguous properties in a CID in this manner, it would make the limitation in the CID Act meaningless. And, as you likely know at least intuitively, or your lawyers can explain, statutes are construed by the courts so that material provisions, especially of limitation, are *not* rendered meaningless.

The entire HRCID thus appears to us to be invalid for a reason separate from and in addition to its Constitutional infirmities – the blatant failure to comply with the boundary requirements under the Idaho CID Act.³

Requested Actions

As the HRCID appears to be invalidly formed in violation of applicable law, including the Federal and State Constitutions as well as the Idaho CID Act, we therefore make the following requests:

- That the HRCID’s \$19.5 million in outstanding bonds be refinanced and the new bonds purchased by the City⁴, as the party responsible for all this;
- That the HRCID’s bonds then be cancelled;
- That the HRCID be dissolved;

² The formation of the HRCID, consisting initially of the section west of the Idaho Power ROW, was approved by the Boise City Council on May 11, 2010. *Ten days later*, on May 21, 2010, the Developers filed a petition with the City to “amend” the boundaries of the District to include the two sections to the east of the Idaho Power ROW. That was *before* the Board of the District, consisting of three members of the City Council, had even had its first meeting. That meeting occurred on June 8, 2010. Given the time and effort required to put together the petition to amend the boundaries of the HRCID, that effort undoubtedly commenced long before the HRCID was even formed. That, we suspect, was the plan from the beginning and demonstrates the utter disregard for the law which appears to have characterized the actions of the City, the HRCID and the Developer.

³ We note that the Developer and the City *could* have complied with the Idaho CID Act by including the Idaho Power ROW within the boundaries of the HRCID. If the Idaho Power ROW had been included in the HRCID, however, Idaho Power would have been subject to very substantial special taxes on its ROW even though it may have benefited little if any from the improvements undertaken in the HRCID. That demonstrates one of the principal flaws of the Idaho CID Act: properties which are *not* benefited can nonetheless be subjected to CID special taxes, while properties which *are* benefited are free from those special taxes. So, Idaho Power, a potentially formidable opponent, was thus carved out of the HRCID by the City and the Developer. It appears that the City and the Developer were well aware of the “contiguity” requirement, as they cited it in amending the boundaries of the HRCID again in October 2010 to include streets and other public areas previously omitted so that all the properties initially included would be “contiguous.”

⁴ This is intended to protect existing bondholders from the consequences of the invalidity of the HRCID. This should be at the expense of the City, as most of the improvements financed to date are of general benefit to the City and its residents.

- That the City recover amounts paid to the Developer unlawfully, with interest at the rate specified in the Development Agreement; and
- That amounts recovered from the Developer be applied to reimburse homeowners in the HRCID for the unlawful special taxes and assessments they have paid to date, with any balance to be retained by the City.

We note that this letter and our previous letters do not include all our objections to the HRCID, its bonds, its special taxes, and assessments, and the prior, requested or proposed reimbursements to the Developer. We ask that all further financings and activities of the HRCID cease pending the resolution of these legal issues.

Sincerely,

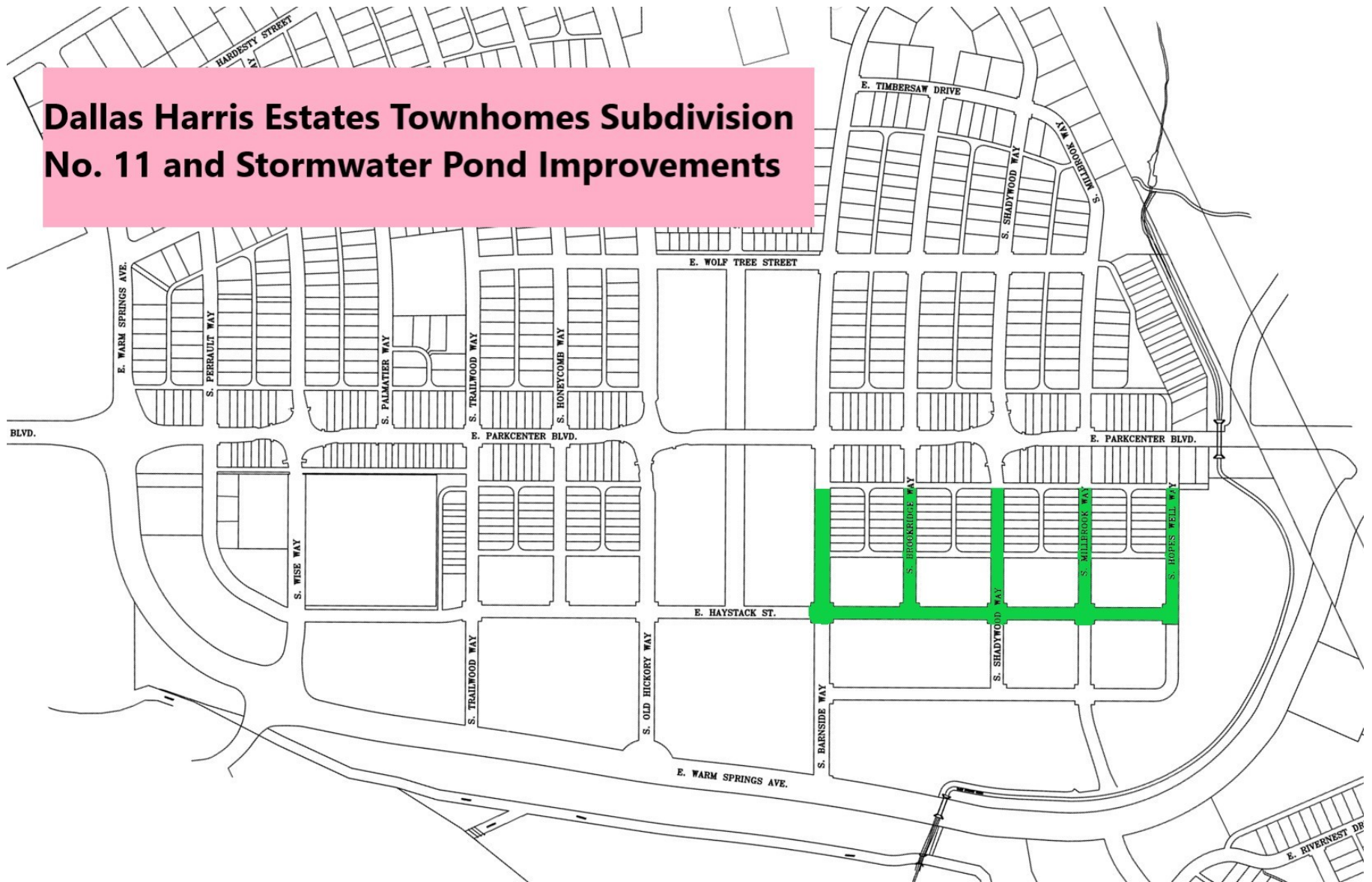
pp Bill Doyle

Executive Committee,
Harris Ranch CID Taxpayers' Association

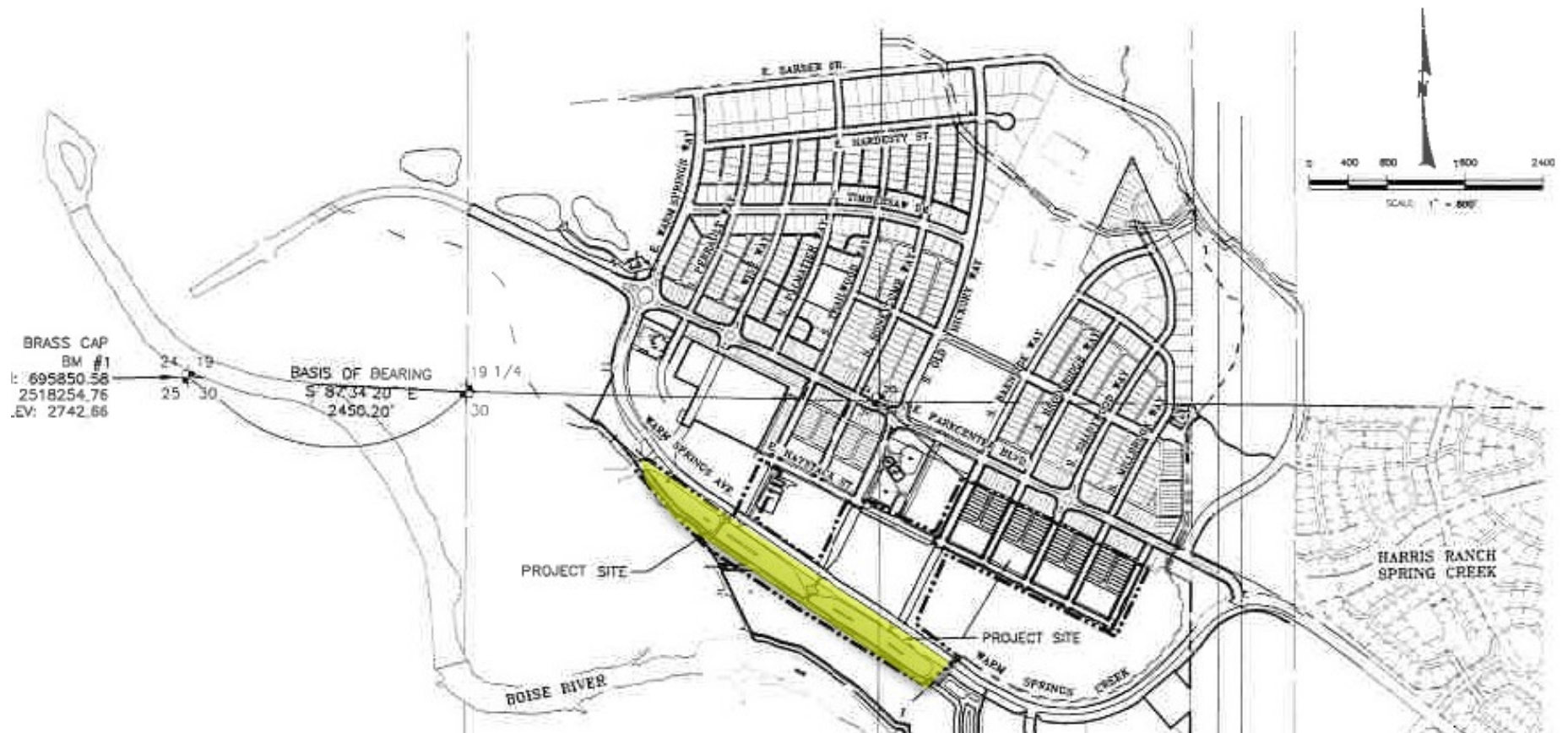
Cc: The Honorable Lauren McLean, Mayor, the City of Boise
Council Member Liza Sanchez, Council Pro Tem
Council Member Patrick Bageant
Council Member Jimmy Hallyburton
David Hasegawa, City of Boise
Jaymie Sullivan, City of Boise
Rob Lockward, City of Boise
Amanda Brown, City of Boise

AA. Exhibit AA – Detailed Map for DHE TH #11 – Street Improvements

**Dallas Harris Estates Townhomes Subdivision
No. 11 and Stormwater Pond Improvements**



BB. Exhibit BB – Detailed Map for DHE TH #11 - Storm Water Improvements



CC. Exhibit CC - DHE TH #11 Purchase Request

**HARRIS RANCH
COMMUNITY INFRASTRUCTURE DISTRICT NO. 1**

**DALLAS HARRIS ESTATES TOWNHOMES
SUBDIVISION NO. 11 AND STORM WATER POND
IMPROVEMENTS**

PROJECT COMPLETION DATE: SEPTEMBER 15, 2020

**PROJECT SUBMITTED TO THE CITY OF BOISE: SEPTEMBER 7,
2021**

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- D. Notice of Award

5. SUMMARY OF REIMBURSEMENT REQUESTS

6. KNIFE RIVER CONSTRUCTION

- A. Construction Contract
- B. Recorded Construction Drawings
 - I. Sewer
 - II. Landscape
 - III. Pressurized Irrigation
- C. Recorded Subdivision Plat
- D. Change Orders
- E. Engineer's Payment Request Evaluations
- F. Pay Applications and Payments

7. RIVERIDGE ENGINEERING

- A. Contract
- B. Pay Applications and Payments

Dallas Harris Estates Townhomes Subdivision No. 11 and
Storm Water Pond Improvements

Construction of roadways for the benefit of the Harris
Ranch Community Infrastructure District

~~\$4,016,284.68~~

\$3,987,604.68

Wiring Instructions:

Columbia State Bank

Routing



Account



Barber Valley Development, Inc.

Project Description

Dallas Harris Estates Townhomes No. 11 Improvements. Infrastructure for roadways.

**Project reimbursement request submitted by Barber Valley Development, Inc. & Harris Family
Limited Partnership, LLC**

A handwritten signature in blue ink, appearing to read 'Doug Fowler', is written over the printed name.

Doug Fowler

President Barber Valley Development

Dallas Harris Estates Townhomes Subdivision
No. 11 and Stormwater Pond Improvements



T. Hethe Clark
(208) 388-3327
hclark@clarkwardle.com

Via hand delivery

June 17, 2021

Jim Pardy, District Engineer
Harris Ranch Community Infrastructure District No. 1
150 N. Capitol Blvd.
Boise, Idaho 83702

**Re: Dallas Harris Estates Townhomes Subdivision No. 11
Reimbursement Request Explanation**

Dear Mr. Pardy:

As always, we appreciate all of your efforts and detailed review in connection with the Harris Ranch Community Infrastructure District No. 1 (the "HRCID"). As requested, this letter is intended to be an explanation and justification for the Dallas Harris Estates Townhomes Subdivision No. 11 ("TH11") reimbursement request.

The TH11 reimbursement request includes a few basic categories of improvements. Each of those categories with references to Title 50, Chapter 31 of Idaho Code (the "CID Act") is discussed below:

- **Public street improvements (Various Items):** Per Idaho Code Section 50-3102(2)(a), roadways are a specifically identified category of "community infrastructure," with such section including: "[h]ighways, parkways, expressways, interstates, or other such designation, interchanges, bridges, crossing structures, and related appurtenances." Each of the public street improvements are located in real property that is "publicly owned by this state or a political subdivision thereof..." (I.C. 50-3101(2)) as all roadway improvements have been dedicated to Ada County Highway District.

In past meetings, you asked about the difference between these roadways and those north of E. Parkcenter Blvd. First, these roadways are not fronted by "individual single-family residential lots" (I.C. 50-3102(2)) and, therefore, are not affected by the same exclusion. Second, these roadways do not lead to individual homes but instead lead to multi-family, future commercial areas, and the future Village Green, meaning this is much more of a "regional" roadway system and these roadways will be used by residents from throughout the district; whereas, the

roadways north of E. Parkcenter Blvd. are more likely to serve only local users. Furthermore, each of these roadways have been shown as "community infrastructure" and eligible for reimbursement since the inception of the District, as illustrated on Exhibits B and C of the approved *Harris Ranch Community Infrastructure District No. 1 (City of Boise, Idaho) General Plan*.

- **Regional storm water pond improvements (Items 80-270):** Regional storm water pond improvements identified in the TH11 reimbursement request are constructed to address storm water drainage and retention from area roadways. Storm water collection facilities are approved "community infrastructure" per Idaho Code Section 67-8203(24)(d). The commercial and multi-family construction in the areas south of E. Parkcenter Blvd. are required to retain their own stormwater. These ponds therefore serve the larger area roadways and are, as a result, a benefit to the larger district.
- **Sanitary sewer improvements (Items 7000-7500):** Idaho Code Section 50-3102(2) cross-references Idaho Code Section 67-8203(24), which identifies certain categories of "public facilities" that also constitute "community infrastructure" for purposes of the CID Act. Section 67-8203(24) specifically identifies "[w]astewater collection, treatment, and disposal facilities." Each of these facilities are eligible for reimbursement given that they are part of a system owned by the City of Boise, which is, of course, a political subdivision of the State of Idaho.
- **Irrigation facilities (Items 9200-11300):** Although irrigation facilities are not specifically identified in the CID Act, these facilities certainly have a "substantial nexus to the district and directly or indirectly benefit the district" (I.C. 50-3102(2)) and qualify as part of the "[w]ater supply production, treatment, storage and distribution facilities" discussed in I.C. 67-8203(24)(a).

This letter is accompanied by an updated binder and a detailed response from the project engineer, Dave Powell. Please feel free to reach out to me or Mr. Powell with any follow-up questions.

Very truly yours,



T. Hethe Clark

HC/bdb

Public Street Improvements of Dallas Harris Estates Townhomes Subdivision No. 11 and Storm Water Pond Improvements are owned by the Ada County Highway District.



Kent Goldthorpe, President
Dave McKinney, Vice-President
Jim D. Hansen, Commissioner
Mary May, Commissioner
Alexis Pickering, Commissioner

May 24, 2021

To: Barber Valley Development Inc
877 W Main St
Ste 501
Boise, ID 83702

Re: **Dallas Harris Estates Townhomes Subdivision No. 11**
Project (Trakit) No. SUBP19-0115
Acceptance for Maintenance

You are hereby advised that construction of the public street improvements required of **Dallas Harris Estates Townhomes Subdivision No. 11** have been inspected by District personnel and said work has been satisfactorily completed to District Standards and the approved plans.

The Ada County Highway District hereby accepts the public street improvements constructed with **Dallas Harris Estates Townhomes Subdivision No. 11** for public maintenance.

An Inspection Deposit in the amount of **(\$30,800.00)** was provided prior to construction, with a total of **(\$9,120.44)** being charged for inspection costs. The balance of **(\$21,679.56)** is due the applicant under the terms of the inspection agreement and has been refunded with this letter.

This acceptance date of **March 24, 2021** is the date of commencement of all warranties and guarantees for the 24-month period stipulated in the subdivision construction permit.

If you have any questions please feel free to contact Mike Alexander at 387-6354 or malexander@achdidaho.org.

Sarah Fohn

Sarah Fohn
Development Services Intern

Mike Alexander

Mike Alexander
Engineering Tech III

Michael Alexander
Digitally signed by Michael Alexander
Date: 2021.05.25
08:38:51-06'00'

cc: Sherwin Pestka, ACHD Accounting
Ana Osborn, ACHD Accounting
Shelaine Starkey, ACHD Accounting
Laura McSherry, ACHD GIS Services
Scott Forrey & Susan Perry, ACHD Pavement Management
Scott Bennett & Ed Merrill, ACHD Utilities
Amanda Morse (agmorse@adaweb.net) & Jean Schaffer (jschaffer@adaweb.net), Ada County
If roadways are over 6% grade- Lloyd Carnegie & Heather Tillitt, ACHD Maintenance

ACHD Storm water ponds letter of Acceptance for Maintenance

ACHD issued one letter for acceptance of the entire Dallas Harris Subdivision No. 11 13-014

Per ACHD staff they do not issue additional letters of acceptance for 1 project.

Dallas Harris Estates Townhomes Subdivision No. 11
SUBP19-0115
T3N, R 3E, Sec 29

(Reserved for Ada County Recorder)

PERMANENT EASEMENT

THIS PERMANENT EASEMENT (the "Easement"), is made and entered into this 12 day of November, 2019, by and between BARBER VALLEY DEVELOPMENT, Inc., an Idaho corporation, hereinafter referred to as "GRANTOR," and ADA COUNTY HIGHWAY DISTRICT, a body politic and corporate of the State of Idaho, hereinafter referred to as "ACHD."

WITNESSETH:

FOR GOOD AND SUFFICIENT CONSIDERATION, IT IS AGREED:

SECTION 1. Recitals.

1.1 GRANTOR owns the real property located in Ada County, Idaho more particularly described on Exhibit "A" attached hereto and by this reference incorporated herein (hereinafter "Servient Estate").

1.2 ACHD has jurisdiction over the public highways, including sidewalks, and public rights-of-way which adjoin and are adjacent to the Servient Estate (hereinafter the "Dominant Estate").

1.3 ACHD desires to obtain an easement on, over and across the Servient Estate for the purposes hereinafter described, and, for the consideration and on the terms and conditions hereinafter set forth, GRANTOR is willing to grant such easement to ACHD.

SECTION 2. Grant of Easement and Authorized Uses.

GRANTOR hereby grants to ACHD a permanent exclusive easement (the "Easement") over and across the Servient Estate for use by the public, including motorists, pedestrians and bicyclists, and the following uses and purposes:

(a) placement of a Public Rights-of-Way as (as defined in Idaho Code, section 40-117);

(b) construction, reconstruction, operation, maintenance and placement of a Highway (as defined in Idaho Code, section 40-109) and any other facilities or

structures incidental to the preservation or improvement of the Highway including storm water facilities located on Exhibit A (hereafter, the "Facilities");

(c) statutory rights of ACHD, utilities and irrigation districts to use the Highway and/or Public Right-of-Way.

SECTION 3. Permanent Easement; Covenants Run with the Land.

This is a permanent easement. This Easement, and the covenants shall be a burden upon the Servient Estate and shall run with the land. The Easement and the covenants and agreements made herein shall inure to the benefit of and be binding upon, ACHD and GRANTOR, and GRANTOR'S successors and assigns to the Servient Estate.

SECTION 4. Appurtenant.

The Easement herein granted is appurtenant to the Dominant Estate and a burden on the Servient Estate.

SECTION 5. Maintenance.

Upon acceptance of the Highway and Facilities, GRANTOR shall be primarily responsible to maintain the physical integrity of the facilities and this Easement in good condition and repair and as required to satisfy all requirements of applicable laws, the policies of ACHD and sound engineering practices at GRANTOR's sole cost and expense as follows:

Light maintenance of the stormwater facilities shall be the responsibility of GRANTOR. Light maintenance is required on landscape-based treatment/storage facilities such as basins and swales. ACHD maintains all catchment and conveyance facilities within the public right-of-way.

Light maintenance responsibilities of GRANTOR include:

1. Maintenance of the infiltration facilities to ensure positive percolation of stormwater (defined as infiltrating 90% of the design storm volume in 48-hours).
2. Keeping landscaping well maintained and healthy.

Light maintenance activities are the responsibility of GRANTOR and may include: controlling irrigation flows (no over-watering), litter control, vegetation maintenance, weed management and applying fertilizers, pesticide and insecticides according to Federal Insecticide, Fungicide and Rodenticide Act (FIFRA) standards.

Heavy maintenance activities are the responsibility of GRANTOR and include: sediment removal and reconstruction of the stormwater facility if necessary, as determined by ACHD, after light maintenance duties have failed to correct a problem. A documented maintenance history is important to assess what action is needed to correct a failure.

GRANTOR shall maintain annual inspection records for the Facilities that shall be made available to ACHD upon request. In the event of a failure to maintain, ACHD may enter and perform maintenance of the Easement and Facilities at the cost of GRANTOR after providing GRANTOR with ten (10) days' written notice and opportunity to cure.

All damage to the physical integrity of the Easement or Facilities, except when such damage occurs as a result of the activities of ACHD not related to the maintenance described in this Section 5 shall be repaired at the sole cost and expense of GRANTOR. This Section shall not release GRANTOR'S obligation to provide routine maintenance required under any applicable state or local law, ordinance or regulation as to the pedestrian facilities that may be placed on the Servient Estate.

SECTION 6. Indemnification.

ACHD shall, subject to the limitations hereinafter set forth, indemnify, save harmless and defend regardless of outcome GRANTOR from expenses of and against suits, actions, claims or losses of every kind, nature and description, including costs, expenses and attorney fees caused by or arising out of any negligent acts by the ACHD or the ACHD's officers, agents and employees while acting within the course and scope of their employment, which arise from or which are in any way out of ACHD's construction, use and maintenance on the Servient Estate. Any such indemnification hereunder by the ACHD is subject to the limitations of the Idaho Tort Claims Act (currently codified at chapter 9, title 6, Idaho Code). Such indemnification hereunder by the ACHD shall in no event cause the liability of the ACHD for any such negligent act to exceed the amount of loss, damages, or expenses of attorney fees attributable to such negligent act, and shall not apply to loss, damages, expenses, or attorney fees attributable to the negligence of GRANTOR.

SECTION 7. Recordation.

This Easement shall be recorded in the Official Real Property Records of Ada County, Idaho.

TO HAVE AND TO HOLD this Easement unto the ACHD forever.

GRANTOR covenants to ACHD that ACHD shall enjoy the quiet and peaceful possession of the Servient Estate; and, GRANTOR warrants to ACHD that GRANTOR is lawfully seized and possessed of the Servient Estate and has the right and authority to grant this Easement to ACHD.

IN WITNESS WHEREOF, the undersigned have caused this Easement to be executed the day, month and year first set forth above.

GRANTOR

BARBER VALLEY DEVELOPMENT, INC., an
Idaho corporation


By: Doug Fowler
Its: President

Notary acknowledgment on following page

Permanent Easement - 4
(2/11/14)

STATE OF IDAHO)
) ss.
County of Ada)

This record was acknowledged before me on November 12, 2019
[date]

by Doug Fowler
[name(s) of individual(s)]

as President
[type of authority, such as officer or trustee]

of Barber Valley Development, Inc.
[name of party on behalf of whom record was executed]

[Signature]

Signature of notary public



My commission expires: 8/28/24

EXHIBIT LIST

Exhibit "A". Legal description of Servient Estate.

The Ada County Highway District (ACHD) is committed to compliance with Title VI of the Civil Rights Act of 1964 and related regulations and directives. ACHD assures that no person shall on the grounds of race, color, national origin, gender, disability or age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any ACHD service, program or activity.

Permanent Easement - 5
(2/11/14)

Exhibit A

Legal Description of Servient Estate



IDAHO
SURVEY
GROUP

9955 W Emerald St
Boise, ID 83704

Phone: (208) 846-8570

Fax: (208) 884-5399

Description for
Storm Drain Retention Area No. 1
October 3, 2019

A portion of Government Lot 5 of Section 29, and portions of Government Lots 8 and 9 of Section 30, Township 3 North, Range 3 East of the Boise Meridian, City of Boise, Ada County, Idaho, more particularly described as follows:

Commencing at the Northeast corner of said Section 30 from which the North 1/4 corner of said Section 30 bears North 88°37'14" West, 2642.54 feet; thence South 73°45'29" West, 1,556.01 feet to the intersection of the Northerly boundary line of the Ada County Greenbelt Pathway recorded on December 18, 2008 as Instrument No. 108134559, Records of Ada County, Idaho and the Southerly right-of-way line of E. Warm Springs Avenue and the **REAL POINT OF BEGINNING**;

thence on said Southerly right-of-way line the following eleven (11) courses and distances:

28.12 feet along the arc of a curve to the right having a radius of 57.50 feet, a central angle of 28°01'19" and a long chord which bears South 81°07'32" East, 27.84 feet;

85.07 feet along the arc of a curve to the right having a radius of 687.50 feet, a central angle of 07°05'22" and a long chord which bears South 63°34'12" East, 85.01 feet;

8.58 feet along the arc of a curve to the right having a radius of 67.50 feet, a central angle of 07°16'53" and a long chord which bears South 56°23'04" East, 8.57 feet;

South 52°44'37" East, 160.14 feet;

194.60 feet along the arc of a curve to the left having a radius of 3,082.50 feet, a central angle of 03°37'02" and a long chord which bears South 54°33'08" East, 194.57 feet;

South 56°21'37" East, 241.39 feet;





IDAHO
SURVEY
GROUP

9955 W Emerald St
Boise, ID 83704

Phone: (208) 846-8570
Fax: (208) 884-5399

332.43 feet along the arc of a curve to the right having a radius of 10,000.00 feet, a central angle of $01^{\circ}54'17''$ and a long chord which bears South $55^{\circ}24'28''$ East, 332.42 feet;

South $54^{\circ}27'20''$ East, 153.50 feet;

322.80 feet along the arc of a curve to the left having a radius of 4,461.50 feet, a central angle of $04^{\circ}08'44''$ and a long chord which bears South $56^{\circ}31'42''$ East, 322.73 feet;

803.99 feet along the arc of a curve to the right having a radius of 7,290.53 feet, a central angle of $06^{\circ}19'07''$ and a long chord which bears South $55^{\circ}26'30''$ East, 803.59 feet, to the exterior boundary line of Barber Junction Subdivision as filed in Book 112 of Plats at Pages 16244 through 16252, Records of Ada County, Idaho;

thence on said exterior boundary line, South $44^{\circ}30'20''$ West, 104.15 feet to the Northerly boundary line of said Ada County Greenbelt Pathway;

thence on said Northerly boundary line the following nine (9) courses and distances:

87.75 feet along the arc of a curve to the left having a radius of 217.50 feet, a central angle of $23^{\circ}06'53''$ and a long chord which bears North $63^{\circ}26'14''$ West, 87.15 feet;

68.16 feet along the arc of a curve to the right having a radius of 182.50 feet, a central angle of $21^{\circ}23'54''$ and a long chord which bears North $64^{\circ}17'43''$ West, 67.76 feet;

635.23 feet along the arc of a curve to the left having a radius of 7,158.03 feet, a central angle of $05^{\circ}05'05''$ and a long chord which bears North $56^{\circ}08'18''$ West, 635.03 feet;

197.98 feet along the arc of a curve to the right having a radius of 3,556.00 feet, a central angle of $03^{\circ}11'24''$ and a long chord which bears North $57^{\circ}05'09''$ West, 197.95 feet;

North $55^{\circ}29'27''$ West, 708.91 feet;

North $47^{\circ}15'05''$ West, 143.30 feet;





IDAHO
SURVEY
GROUP

9955 W Emerald St
Boise, ID 83704

Phone: (208) 846-8570
Fax: (208) 884-5399

North 53°08'23" West, 164.43 feet;

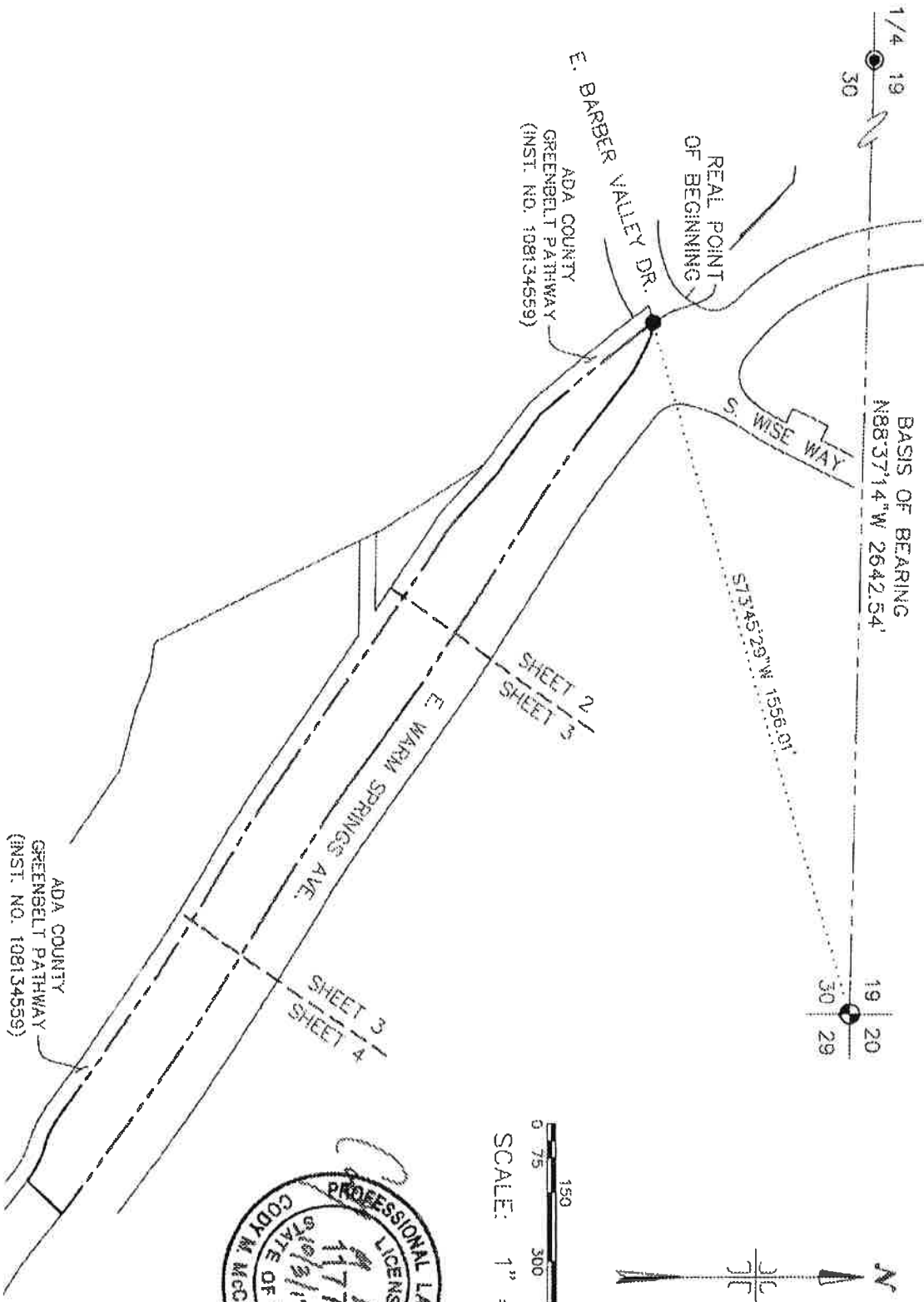
North 39°19'53" West, 258.15 feet;

North 36°54'46" West, 61.90 feet to the **REAL POINT OF BEGINNING**.

Containing 6.43 acres or 280,260 square feet, more or less.

End of Description.



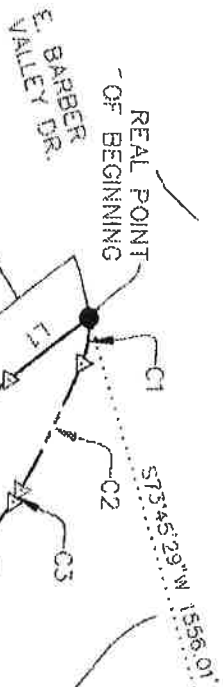




IDAHO
SURVEY
GROUP, LLC

5905 W. EMERALD ST.
BOISE, IDAHO 83704
(208) 946-8970

EXHIBIT — DRAWING FOR	
STORM DRAIN RETENTION AREA NO. 1	
LOCATED IN GOV'T LOT 5 OF SECTION 29 AND GOV'T LOTS 8 & 9 OF SECTION 30, T.3N., R.3E., B.M., CITY OF BOISE, ADA COUNTY, IDAHO	
JOB NO. 19-071	SHEET NO. 1 OF 4
DWG. DATE 7-11-19	



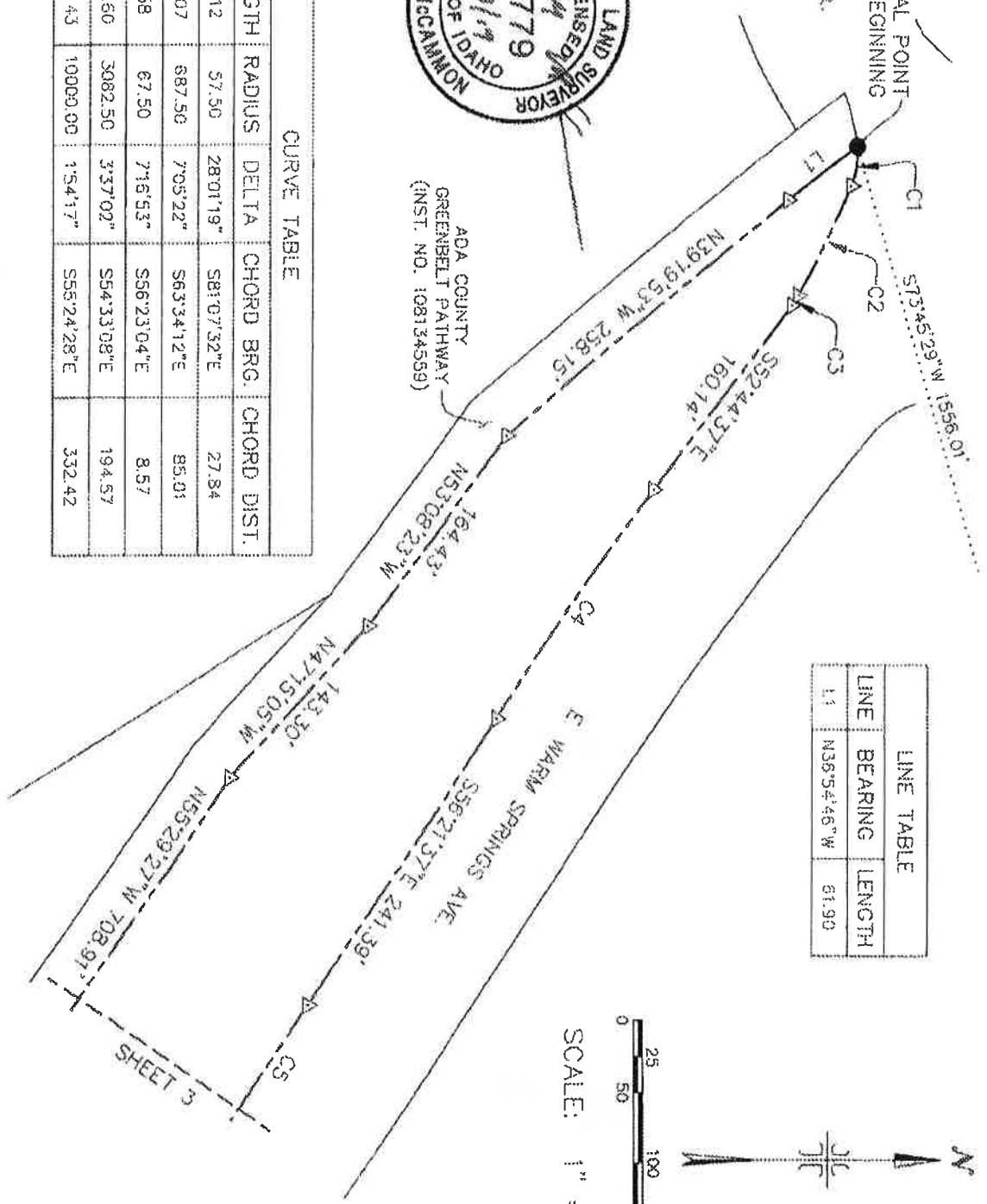
ADA COUNTY
GREENBELT PATHWAY
(INST. NO. 108134559)

LINE TABLE		
LINE	BEARING	LENGTH
L1	N36°54'46\"W	61.90



SCALE: 1" = 100'

CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	CHORD BRG.
C1	28.12	57.50	28°01'19"	S81°07'32"E
C2	85.07	687.50	7°05'22"	S63°34'12"E
C3	8.58	67.50	7°16'53"	S56°23'04"E
C4	194.60	3082.50	3°37'02"	S54°33'08"E
C5	332.43	10000.00	1°54'17"	S55°24'28"E



IDAHO SURVEY GROUP, LLC

815 N. EMERALD ST.
BOISE, IDAHO 83724
(208) 448-8870

EXHIBIT — DRAWING FOR

STORM DRAIN RETENTION AREA NO. 1

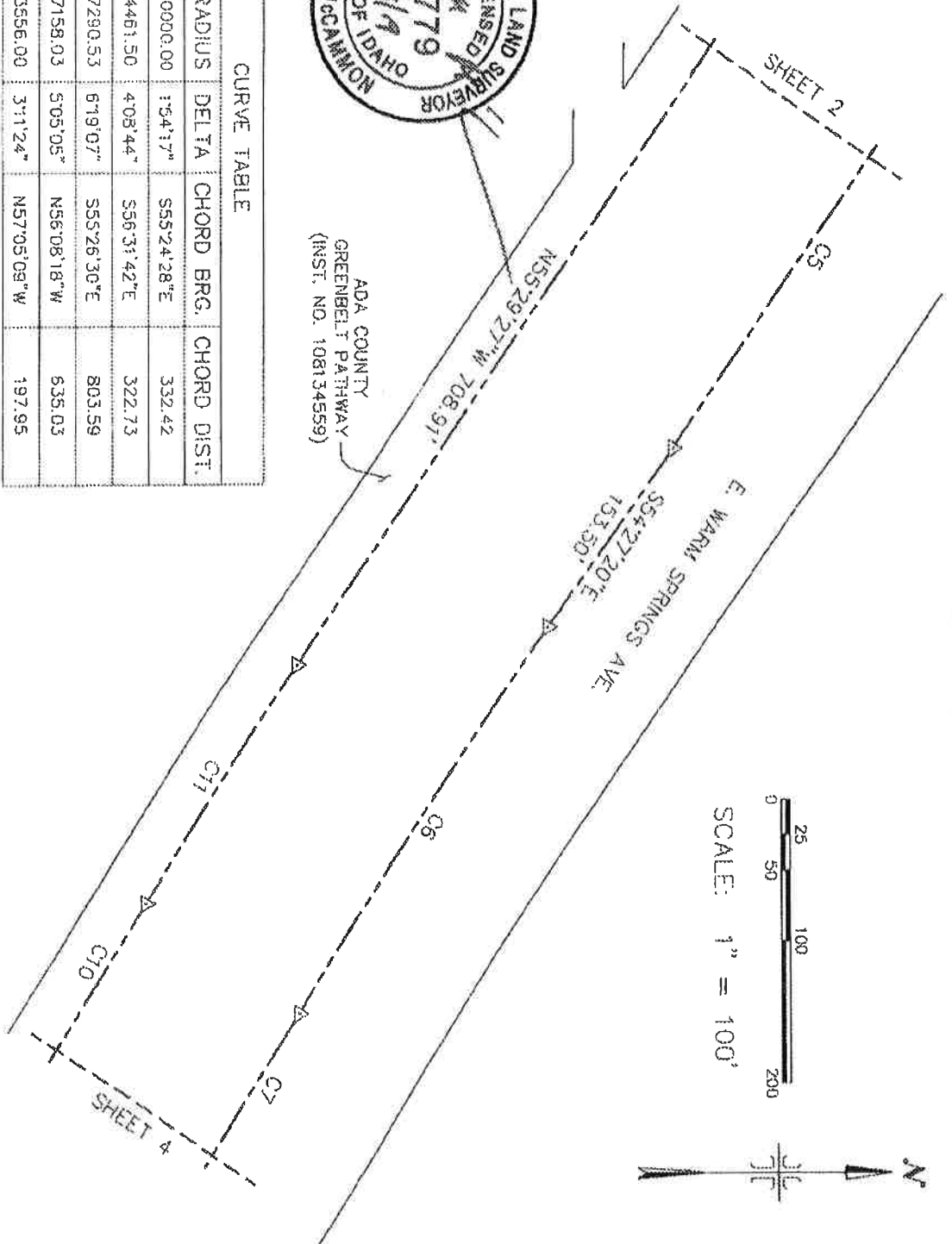
LOCATED IN GOV'T LOT 5 OF SECTION 29 AND GOV'T LOTS 8 & 9 OF SECTION 30, T3N, R3E, B.M., CITY OF BOISE, ADA COUNTY, IDAHO

JOB NO. 19-071
SHEET NO. 2 OF 4
DWG. DATE 7-11-19



ADA COUNTY
GREENBELT PATHWAY
(INST. NO. 108134559)

CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	CHORD BRG. CHORD DIST.
C5	332.43	10000.00	1°54'17"	S55°24'28"E 332.42
C6	322.80	4461.50	4°08'44"	S56°31'42"E 322.73
C7	803.99	7290.53	6°19'07"	S55°26'30"E 803.59
C10	635.23	7158.03	5°05'05"	N56°08'18"W 635.03
C11	197.98	3556.00	3°11'24"	N57°05'09"W 197.95



IDAHO SURVEY GROUP, LLC
 9659 W. EMERALD ST.
 BOISE, IDAHO 83704
 (208) 246-8570

EXHIBIT --- DRAWING FOR
STORM DRAIN RETENTION AREA NO. 1

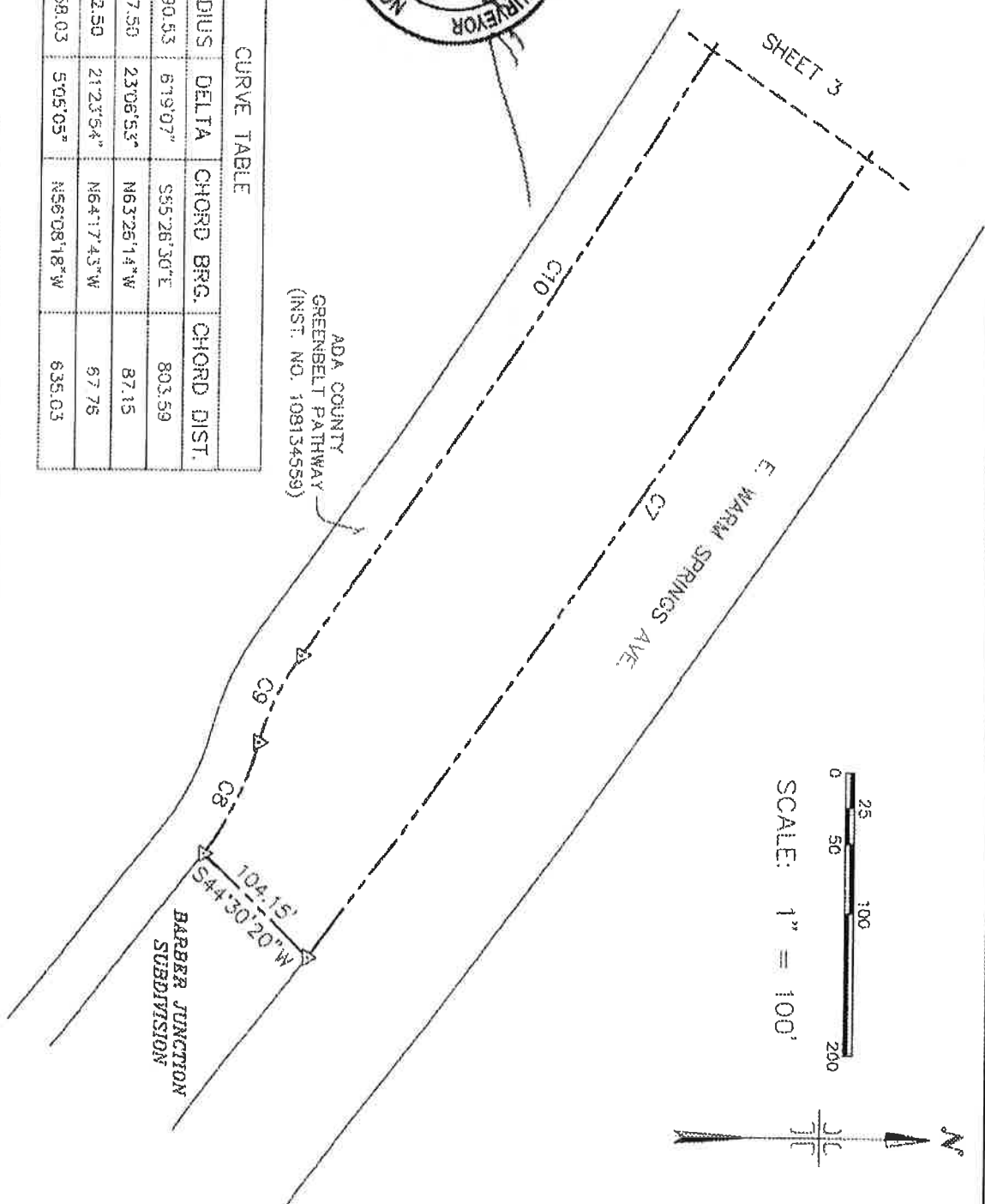
LOCATED IN GOVT LOT 5, OF SECTION 29 AND GOVT LOTS 8 & 9 OF SECTION 30, T3N, R3E, B1W, CITY OF BOISE, ADA COUNTY, IDAHO

JOB NO. 19-071
 SHEET NO. 3 OF 4
 DWG. DATE 7-11-19



ADA COUNTY
GREENBELT PATHWAY
(INST. NO. 108134559)

CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	CHORD BRG. CHORD DIST.
C7	803.98	7290.53	61°07'	S55°26'36"E 803.59
C8	87.75	217.50	23°06'53"	N63°26'14"W 87.15
C9	58.18	182.50	21°23'54"	N64°17'43"W 57.75
C10	635.23	7158.03	5°05'05"	N56°08'18"W 635.03



IDAHO SURVEY GROUP, LLC
9825 W. EMERALD ST.
BOISE, IDAHO 83704
(208) 344-6570

EXHIBIT DRAWING FOR
STORM DRAIN RETENTION AREA NO. 1

LOCATED IN GOV'T LOT 5 OF SECTION 29 AND GOV'T LOTS 6 & 9 OF SECTION 30, T.3N., R.3E., B.M., CITY OF BOISE, ADA COUNTY, IDAHO

JCB NO.
19-071
SHEET NO.
4 OF 4
DRG. DATE
7-11-19



PUBLIC WORKS DEPARTMENT

MAYOR: Lauren McLean | DIRECTOR: Stephan Burgos

RECEIVED

AUG 31 2020

August 25, 2020

Doug Fowler
Barber Valley Development, Inc.
4940 E. Mill Station Drive Ste. 101-B
Boise, ID 83716

RE: Project Acceptance

Project No.: DRI-1873

Project Description: Dallas Harris Estates Townhomes #11
SUB 19-00014

Dear Gentlemen:

The sewer system for the above referenced project has been inspected and is approved for acceptance and release of the bond(s) **as of August 17, 2020**. This project has been constructed in accordance with the approved plans.

The one year warranty period, as required in Chapter 9-20-08, D2, of the Boise City Subdivision Ordinance, will end one year after the above date. The City of Boise Public Works Department intends to make a further inspection of this project before the one year warranty period ends. If any problems are discovered, you will be notified.

Sincerely,

John Kellar
Inspector



Mike Sheppard, P.E.
Civil Engineer

JK/tjl

cc:

Kevin Ryan, P.E., DEQ kevin.ryan@deq.idaho.gov email

Lori Badlgian & Mike Reno, Central District Health Dept., lbadlgia@cdhd.idaho.gov email

Jim Pickard, ACHD Construction Services jpickard@achd.idaho.org email

I:\PWA\Project Program\DRI\1800s\1873\Project Acceptance ltr.docx



PUBLIC WORKS DEPARTMENT

MAYOR: Lauren McLean | DIRECTOR: Stephan Burgos

1 September 2020

RE: Street Light Acceptance
SUB19-00047

Dallas Harris Estates Townhomes # 11

Everyone:

The street light system for the above referenced project has been inspected and is approved for acceptance. This project has been constructed in accordance with the approved plans.

The one year warranty period, as required in Chapter 9-20-08, D2, of the Boise City Subdivision Ordinance, will end one year after the above date. The City of Boise Public Works Department intends to make a further inspection of this project before the one year warranty period ends. If any problems are discovered, you will be notified.

Sincerely,

Tom Marshall
Municipal Lighting Technician
City of Boise, Public Works Dept.

NOTICE OF ADVERTISEMENT TO BID

for

**HARRIS RANCH COMMUNITY INFRASTRUCTURE DISTRICT NO. 1 –
DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO. 11
AND STORMWATER POND IMPROVEMENTS**

(September 11, 2019)

Barber Valley Development, Inc. invites you to submit a sealed bid for HARRIS RANCH COMMUNITY INFRASTRUCTURE DISTRICT NO. 1 – DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO. 11 AND STORMWATER POND IMPROVEMENTS (the “**Project**”). Bids will be prepared per the following Instructions to Bidders. Hard copy bid packets are available at Bidder’s cost from:

RiveRidge Engineering Company
2447 S. Vista Ave.
Boise, Idaho 83705

The construction of the Project will include, but not be limited to, the following work elements:

1. Construction of roadway and utility infrastructure improvements in connection with the construction of Dallas Harris Estates Townhomes No. 11 and certain storm water pond improvements, which includes roadway improvements for S. Barnside Way, S. Brookridge Way, S. Shadywood Way, S. Millbrook Way, S. Hopes Well Way and E. Haystack Street. Elements related to these roadways are anticipated to include preparation of and administration of Storm Water Pollution Prevention Plan, site stripping and grubbing, import and installation of topsoil, over-excavation of existing test pits, construction of on-site roadway improvements, installation of street signage and traffic markings, installation of off-site and on-site sewer mains and services and a temporary off-site gravel sewer access road, installation of domestic water system, including mains, fittings hydrants and services and a temporary on-site gravel water access road, installation of a storm water conveyance system, construction of storm water detention facilities, and installation of a pressurized irrigation system, installation of all identified landscaping and the design build fine irrigation system, all as further set forth in the Project documents. Elements related to storm water ponds will include site stripping and grubbing, excavation, and installation of storm water ponds as further detailed in the Project documents.

A pre-bid conference will be held at the following address on **September 19, 2019 at 10:00am**. Attendance at said pre-bid conference does not affect the obligation of each Bidder to perform its own investigation of the Project.

4940 E. Mill Station Drive, Suite 101B
Boise, Idaho 83716

Bids shall be submitted to RiveRidge Engineering at 2447 S. Vista Avenue by 4:00 p.m. on **October 1, 2019**.

Each sealed bid package shall be marked "HARRIS RANCH COMMUNITY INFRASTRUCTURE DISTRICT NO. 1 – DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO. 11 AND STORMWATER POND IMPROVEMENTS." A 5% bid bond shall be required with the bid. All bidders shall have, at the time of bid opening, the proper Public Works Licensing for the intended construction.

INSTRUCTIONS TO BIDDERS

for

HARRIS RANCH COMMUNITY INFRASTRUCTURE DISTRICT NO. 1 – DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO. 11 AND STORMWATER POND IMPROVEMENTS

1. **General.** This proposal is for work set forth in the plans and specifications for the Project (the "**Proposal**").

2. **Specifications and Documents.** Prospective bidders (hereafter, "**Bidders**") who intend to make a Proposal may obtain copies of the Specifications and Plans, each as defined in the Construction Contract (Section 2.0 of the Project Manual) from the entity identified on the Notice of Advertisement to Bid at Bidder's expense. Refunds will not be made to Bidders.

3. **Fixed Price.** The contract for which Proposals will be submitted is a fixed-price contract. The Schedule of Values shall not in any way change the nature of the contract from its lump sum, fixed-price basis. Price proposals shall be submitted on the Bid Schedule forms. All pricing and payment shall be in United States dollars. **Notwithstanding anything the contrary contained herein, Owner reserves the right to remove from the Project those items represented by items 14 through 27 of the attached Schedule of Values and may do so unilaterally with written notice to the winning Bidder.**

4. **Proposals.** The original and three copies of each Proposal shall be prepared and submitted in accordance with these Instructions to Bidders. Proposals which are not prepared and submitted in accordance with these instructions will be considered irregular and may be rejected. The Bidder shall submit the Proposal and shall complete the Bid Schedule, including alternatives, if any, and Schedule of Values which are attached hereto. The Schedule of Values for each Proposal shall be used primarily for progress payments and as a basis for pricing changes in the work.

- a. **Preparation.** Proposals shall be prepared using the forms included. Proposals shall be typed or legibly written in black or blue ink. All prices should be stated in figures only. Bidders shall acknowledge receipt of all addenda issued for the specifications and documents in the space provided in the Proposal form.
- b. **Exceptions.** Each Bidder shall list in the space provided on the Proposal form all exceptions or conflicts between its Proposal and any of the Specifications or Plans. If more space is required, additional pages may be added. In case of conflicts not identified by Bidder (as discussed in more detail below), the requirements of the Specifications and Plans shall govern.

Bidders shall be responsible for requesting in writing and receiving written clarification to all questions prior to submitting bids. If the Bidder takes exception to any element of the Contract Forms or any of the Specifications or Plans, all such exceptions shall be specific in nature and carefully referenced to the applicable page number, article number, and article title of the specifications and documents. If the Bidder proposes deletion of specification language and substitution of revised language, such deletion and substitution shall be carefully presented by typing complete paragraphs or articles of the original specification

language and incorporating the substitute language. Proposed deletions shall be set off by brackets (i.e., "[delete this language]") and proposed substitute language shall be indicated by underlining (i.e., "substitute this language"). Exceptions that are general, which make reference to the Bidder's standard terms and conditions, or that make reference to the Bidder's descriptive information as a whole will not be acceptable. Proposals that do not comply with these requirements for the presentation of exceptions may be rejected in Owner's sole discretion. If a proposal includes express or implied exceptions that are not listed as required, the requirements of the Specifications and Plans shall govern. The Bidder shall not alter any part of the Specifications or Plans in any way, except by stating its exceptions.

- c. Signatures. Each Bidder shall sign its Proposal with an authorized signature and shall provide its full business address. The Bidder's name stated on the Proposal shall be the exact legal name of the Bidder's entity. The names of all persons signing shall also be typed or printed below the signature.

Satisfactory evidence of the authority of the officer signing on behalf of a corporation shall be furnished. Bidding corporations, limited liability companies, and partnerships, shall designate the state in which they are formed or registered and the address of their principal office.

- d. Submittal. Proposals shall be submitted not later than the date and time stipulated in the Notice of Advertisement. The original and three copies shall be delivered to Owner at the following address:

Barber Valley Development, Inc.
c/o RiveRidge Engineering Company
2447 S. Vista Ave.
Boise, Idaho 83705
Ph. 208-344-1180
Fax 208-344-1182

A single proprietary interest shall not submit multiple proposals for the Project even though the individual proposals are submitted under different names. Owner reserves the right to reject all proposals so submitted.

5. Withdrawal. A Bidder's proposal may be withdrawn, altered, or resubmitted at any time prior to the time set for receiving the proposals. Proposals may not be withdrawn, altered, or resubmitted thereafter.

6. Information to be Submitted with the Proposal. In addition to any other information requested, each Bidder shall submit with its Proposal, unless otherwise stated, pertinent information concerning proposed organization and proposed schedule, as further described below:

- a. Schedule of Values. A Schedule of Values for all of the work that includes quantities and prices of items which when added together equal the Contract Price and subdivides the Project into component parts in sufficient detail to serve as the basis for progress payments during performance of the Project.

- b. Bidder's Schedule Letter. Each Bidder shall submit a schedule for construction of the improvements to meet the scheduled completion date of the Contract. The following dates are to be incorporated into the schedule:

Construction Notice to Proceed – **October 7, 2019**

Substantial Completion (Road segment opened) – **June 26, 2020**

Final Completion – **July 24, 2020**

The Bidder shall submit the following with its Proposal:

- i. A construction plan, including preliminary schedule, in writing. The plan shall indicate the sequence of activities including the definition of the various areas which will be worked in parallel and first areas that the Bidder intends to start. The scope of the Bidder's construction plan shall contain sufficient detail to include all major components of the Project, the allowances for other contractors, and activities discrete enough to evaluate on a weekly basis; and
 - ii. A statement verifying that the Bidder can meet the schedule;
- c. Bidder's Field Organization. An organization chart showing the names of field management, supervisory, and technical personnel, and the details of the management, supervisory, and technical organization that Bidder proposes to be used for this Project. The successful Bidder's organization will be subject to the review and acceptance of Owner. The experience records of the bidder's required field personnel shall be submitted with the bid. Bidder's organization shall include the name of the superintendent who will be on-site throughout the course of the Project.
- d. List of Subcontractors. Each Bidder shall submit with its Proposal a list of subcontractors, including the value of the subcontract, what is to be supplied, and experience records (on comparable work) of the subcontractors, field personnel.
- e. Quality Control Program. Each Bidder shall submit, with its Proposal, a copy or written description of its quality control program.
7. Warranty. All work associated with the Project shall have a warranty period of two (2) years from the date of Project completion.
8. Local Conditions. Each Bidder shall visit the site of the Project or otherwise thoroughly inform itself of all conditions and factors which would affect the prosecution and completion of the Project, including, but not limited to, weather and seasonal runoff, the arrangement and condition of existing or proposed structures affecting or which are affected by the Project; the availability and cost of labor, water, materials and supplies; and facilities for transportation, handling, and storage of materials and equipment. By submitting a Proposal, Bidder agrees that all factors have been properly investigated and considered in the preparation of its Proposal. No claims for financial adjustment or extension of time to any contract awarded for the Project will be permitted by Owner that are based on the lack of such prior information or its effect on the cost of the Project.

- a. Subsurface Conditions. Each Bidder shall be responsible for determining the types of subsurface materials that will be found in connection with the Project. Bidder will be provided with a copy of a geotechnical evaluation provided by ALLWEST Testing & Engineering, dated February 19, 2019, reference ALLWEST Project No. 519-028G). As further set forth in Section 2.02 of the Construction Contract, each Bidder is responsible for making its own interpretation of any data. There is no express or implied guarantee of any subsurface data provided.
- b. Site Conditions that may Affect Sequence of Work. Site conditions such as ground elevations, groundwater depths, existing underground and overhead utilities, on site debris, weather, seasonal runoff, etc. may affect Bidder's work. Bidder is responsible for the means, manner, and method of addressing known or unknown site conditions.

Bidder shall receive approval by Owner or Owner's Representative prior to visiting the Site and shall indemnify, defend, and hold the Owner and Owner's representative harmless for any damages or claims associated with Bidder or Bidder's employees, agents, or representatives activities associated with such site visits. Any disturbance of the Site shall be immediately repaired by Bidder at Bidder's sole cost.

9. Interpretation and Addenda. If any Bidder is in doubt as to the true meaning of any part of the proposed contract documents, such Bidder may submit to Owner and Engineer a written request for an interpretation. Each Bidder submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by addendum transmitted to each party receiving a set of such documents. Owner or Engineer will not be responsible for any other explanations or interpretations of the proposed documents. All questions will be answered in writing. It shall be each Bidder's responsibility to advise Owner and Engineer, before the time specified for receipt of proposals, of conflicting requirements or omissions of information that require clarification. Those questions not resolved by addenda shall be listed in the space provided on the proposal form, together with statements of the basis upon which the proposal is made as affected by each question. Written questions may be directed to individual bidders by Owner or Engineer to clarify their proposals and references provided by Bidders will be contacted for recommendations before a Contractor is selected.

10. Objections. Any objections to specifications or bidding procedures must be presented to Owner and Engineer in writing at least three (3) business days prior to the date and time upon which bids are scheduled to be opened.

11. Bond. A bid bond in the amount of 5% is required. Failure by the successful Bidder to execute the contract may result in forfeiture of the bid bond. The successful Bidder, upon entering into an agreement with Owner, will also be required to furnish a performance bond and a payment bond, each for not less than one hundred percent (100%) of the Contract Price, as adjusted by authorized change order, in accordance with the Contract.

12. Taxes, Permits, and Licenses. Each Bidder shall be responsible for determining the applicable taxes, permits, and licenses. If the Bidder is in doubt as to whether or not a tax, permit, or license is applicable, Bidder shall state in his proposal whether this item has been included in its Proposal and the amount of the tax, permit, or license in question.

13. **Time of Completion.** Time is of the essence for completion of the Project. The Proposal shall be based upon completion of the Project in accordance with the specified schedule. It will be necessary for Bidder to satisfy Owner of its ability to complete the Project within the identified time.

14. **Acceptance and Rejection of Proposals.** Owner reserves the right to reject Proposals, to waive irregularities and informalities in any Proposal that is submitted, and to award the Project to other than the low bidder if such bids are not responsive. Bidders not selected for award will be notified as soon as a winning Bidder has been selected. A selection will be made as soon as possible without compromising the selection process. Bidders are requested not to inquire regarding the status of the bid evaluation.

15. **Property of Owner.** All proposals shall become the property of Owner.

16. **Harris Ranch Community Infrastructure District No. 1.** The Project is being bid and constructed pursuant to the terms of District Development Agreement No. 1 between the City of Boise, Idaho and Harris Ranch Community Infrastructure District No. 1. The successful Bidder will not have recourse, directly or indirectly, to the City of Boise or Harris Ranch Community Infrastructure District No. 1 for any costs under any construction contract or any liability, claim, or expense arising therefrom.

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AFFIDAVIT OF PUBLICATION

Account #	Ad Number	Identification	PO	Amount	Cols	Dates
283310	0003987944	LEGAL NOTICE ADVERTISEMENT FOR BID Se	L NOTICE ADVERTISEMENT FO	\$179.60	1	10.89 In

Attention: Sharl Gallivan

CLARK WARDLE LLP
PO BOX 639
BOISE, ID 83701

VICTORIA RODELA, being duly sworn, deposes and says: That she is the Principal Clerk of The Idaho Statesman, a daily newspaper printed and published at Boise, Ada County, State of Idaho, and having a general circulation therein, and which said newspaper has been continuously and uninterruptedly published in said County during a period of twelve consecutive months prior to the first publication of the notice, a copy of which is attached hereto: that said notice was published in The Idaho Statesman, in conformity with Section 80-108, Idaho Code, as amended, for:

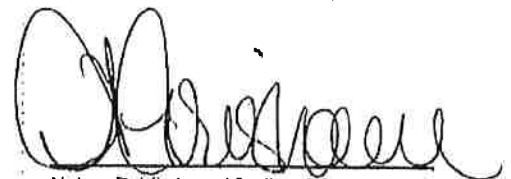
2 Insertions

Beginning issue of: 12/07/2018

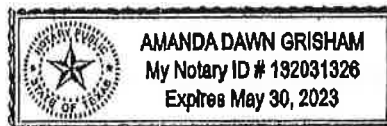
Ending issue of: 12/14/2018


(Legals Clerk)

On this 11th day of September in the year of 2019 before me, a Notary Public, personally appeared before me Victoria Rodela known or identified to me to be the person whose name subscribed to the within instrument, and being by first duly sworn, declared that the statements therein are true, and acknowledged to me that she executed the same.



Notary Public in and for the state of Texas, residing in Dallas County



Extra charge for lost or duplicate affidavits.
Legal document please do not destroy!

LEGAL NOTICE ADVERTISEMENT
FOR BID: Sealed bids will be received by Barber Valley Development, Inc. ("BVD") in connection with Harris Ranch Community Infrastructure District No. 1 ("HR CID No.1") for the construction of roadway and utility infrastructure improvements in connection with the construction of Dallas Harris Estates Townhomes No. 9 (the "Project"), which includes roadway improvements for S. Trailwood Way, S. Honeycomb Way, S. Old Hickory Way, and E. Haystack Street. Elements related to these roadways are anticipated to include roadway curbs, gutters, sidewalks, and complete pavement section, installation of roadway markings, signage and street lighting, landscaping and pressure irrigation improvements within the roadside planter strips, site grubbing and placement of roadway embankments, installation of sanitary sewer mains and services, domestic water mains, hydrants and services, storm water collection piping, inlets, storage, treatment and discharge, and groundwater underdrain conveyance piping as detailed on the approved construction drawings and further detailed in the contract document, all as further set forth in the Project documents. Bids will be received at the office of RiverRidge Engineering Company, 2447 S. Vista Avenue, Boise, Idaho 83702, no later than 4:00pm on December 19, 2018 and will be opened at that time. All questions or clarifications concerning this invitation to bid or the content and requirements of the bid and contract documents must be submitted in writing by 4:30pm on December 17, 2018. Address all questions or clarification requests in writing to Dave Powell, RiverRidge Engineering Company, 2447 S. Vista Avenue, Boise, Idaho 83702 (dpowell@rvrdg.com). Project documents will be available in hard copy and electronically (PDF format) at a cost of \$50.00 per set beginning December 7, 2018. There will be a pre-bid conference at the office of RiverRidge Engineering Company for all interested bidders on December 13, 2018 at 1:30pm. Work will be awarded under one (1) general contract and will include all related work. All bids must be a lump-sum basis; segregated bids will not be accepted. Bids will be opened and publicly read aloud at the time and place stated for

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Bid Tabulation

Dallas Harris Estates Townhomes Subdivision No. 11 and Stormwater Pond Improvements

The DHE TH11 project was publicly bid in accordance with the requirements of Idaho law. Only one bidder responded and the bid was deemed responsive to the project in question. Accordingly, because there were no competing bids, no bid tabulation has been prepared. The responsive bid and contractors schedule of values is attached.

BID SCHEDULE

for

**HARRIS RANCH COMMUNITY INFRASTRUCTURE DISTRICT NO. 1 –
DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO. 11
AND STORMWATER POND IMPROVEMENTS**

Bidder's lump-sum bid price for the construction of the Project in accordance with the Contract Documents. All Bidders shall complete this form. The total lump-sum bid price of this Bid Schedule will be used for the determination of the lowest responsible, responsive Bidder, and will be evaluated as a factor in the award of the Project.

Item No.	Description	Measured Unit	Amount
1.	H.R. CID No. 1 -- Dallas Harris Estates Townhomes Subdivision No. 11 and Stormwater Pond Improvements	L.S.	\$ <u>5,953,316.30</u>



Verification of Bid Schedule by Bidder:

Bidder Name: Knife River Corporation - Mountain West

By: Jesse Rosin
Its: Authorized Agent

CONTRACTOR'S SCHEDULE OF VALUES

for

**HARRIS RANCH COMMUNITY INFRASTRUCTURE DISTRICT NO. 1 –
DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO. 11
AND STORMWATER POND IMPROVEMENTS**

[SEE FOLLOWING PAGES]

DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO. 11**CID Eligible Items****August 21, 2019**

No.	Description	Unit	Quantity	Unit Cost	Extended Cost
1	Mobilization	LS	1	\$350,000.00	\$350,000.00
2	Bonds	LS	1	\$ 25,000.00	\$ 25,000.00
3	Insurance	LS	1	\$ 2,000.00	\$ 2,000.00
	SUBTOTALS			\$	377,000.00
	General On-site Site Work				
4	Mass Excavation and Embankment	CY	63800	\$ 4.00	\$255,200.00
5	Overexcavate & Recompact Exist. Drainage Ponds &	LS	1	\$ 18,000.00	\$ 18,000.00
6	Construction Surveying (Owner Furnished)	LS	1	\$ -	\$ -
	SUBTOTALS			\$	273,200.00
	General Off-site Site Work Pond G-H (East				
7	Complete Off-site Traffic Control	LS	1	\$ 45,000.00	\$ 45,000.00
8	Clear and Grub Pond G-H	AC	3.5	\$ 8,000.00	\$ 28,000.00
9	Mass Pond Excavation and Embankment / Borrow	CY	23800	\$ 11.50	\$273,700.00
10	Construct New Ornamental Fence and Gates	LF	1984	\$ 30.00	\$ 59,520.00
11	Construction Surveying (Owner Furnished)	LS	1	\$ -	\$ -
12	Place Imported topsoil on all slopes as detailed	LS	1	\$ 35,000.00	\$ 35,000.00
13	Pond Slope stabilization and Revegetation	LS	1	\$ 9,000.00	\$ 9,000.00
	SUBTOTALS			\$	450,220.00
	General Off-site Site Work Pond E-F (Middle				
*14	Clear and Grub Pond E-F	AC	2.5	\$ 8,000.00	\$ 20,000.00
*15	Removal of Large Concrete beams and ballasts	LS	1	\$ 5,000.00	\$ 5,000.00
*16	Mass Pond Excavation and Embankment / Borrow	CY	19790	\$ 11.50	\$227,585.00
*17	Construct New Ornamental Fence and Gates	LF	1540	\$ 30.00	\$ 46,200.00
*18	Construction Surveying (Owner Furnished)	LS	1	\$ -	\$ -
*19	Place Imported topsoil on all slopes as detailed	LS	1	\$ 30,000.00	\$ 30,000.00
*20	Pond Slope stabilization and Revegetation	LS	1	\$ 9,000.00	\$ 9,000.00
	SUBTOTALS			\$	337,785.00
	General Off-site Site Work Pond 1G (West				
*21	Clear and Grub Pond 1G	AC	1.5	\$ 8,000.00	\$ 12,000.00
*22	Removal of Large Concrete and steel ballasts	LS	1	\$ 5,000.00	\$ 5,000.00
*23	Mass Pond Excavation and Embankment / Borrow	CY	4870	\$ 15.00	\$ 73,050.00
*24	Construct New Ornamental Fence and Gates	LF	1094	\$ 30.00	\$ 32,820.00
*25	Construction Surveying (Owner Furnished)	LS	1	\$ -	\$ -
*26	Place Imported topsoil on all slopes as detailed	LS	1	\$ 18,000.00	\$ 18,000.00

*27	Pond Slope stabilization and Revegetation	LS	1	\$ 5,000.00	\$ 5,000.00
	SUBTOTALS			\$	145,870.00
	Roads				
14	Road & Sidewalk Subgrade Compact & Prep	SY	36946	\$ 0.90	\$ 33,251.40
15	6" Minus Uncrushed Aggregate Subbase (Imported)	CY	6310	\$ 28.00	\$176,680.00
16	3/4" Minus Crushed Aggregate Base Coarse	CY	2594	\$ 40.00	\$103,760.00
17	2.5" Asphalt Concrete	SY	11080	\$ 11.00	\$121,880.00
18	3" Asphalt Concrete	SY	2370	\$ 13.00	\$ 30,810.00
19	Type "P" Asphalt Repair	SY	430	\$ 90.00	\$ 38,700.00
20	Type "C" Gravel Repair	SY	0	\$ -	\$ -
21	Alley Approach With 3/4" Minus Crushed Aggregate Base	EA	8	\$ 1,450.00	\$ 11,600.00
22	Standard 6" Vertical Curb and Gutter	LF	6520	\$ 17.00	\$110,840.00
23	3/4" Minus Base for Curb and Gutter	CY	410	\$ 100.00	\$ 41,000.00
24	6' Concrete Sidewalk - 5" Thick	LF	3969	\$ 22.00	\$ 87,318.00
25	3/4" Minus Base for 6' Sidewalks	CY	300	\$ 75.00	\$ 22,500.00
26	15' Concrete Sidewalk 5" thick	LF	2752	\$ 55.00	\$151,360.00
27	3/4" Minus Base for 15' Sidewalk	CY	520	\$ 75.00	\$ 39,000.00
28	Truncated Domes	EA	32	\$ 195.00	\$ 6,240.00
29	Handicap Ramps	EA	38	\$ 1,000.00	\$ 38,000.00
	SUBTOTALS			\$	1,012,939.40
	Storm Drain				
30	12" HDPE or PVC Storm Drain Pipe	LF	2970	\$ 35.00	\$103,950.00
31	15" HDPE or PVC Storm Drain Pipe	LF	277	\$ 39.00	\$ 10,803.00
32	18" HDPE or PVC Storm Drain Pipe	LF	2252	\$ 53.00	\$119,356.00
33	24" HDPE or PVC Storm Drain Pipe	LF	1811	\$ 68.00	\$123,148.00
34	30" HDPE or PVC Storm Drain Pipe	LF	1031	\$ 82.00	\$ 84,542.00
35	36" HDPE or PVC Storm Drain Pipe	LF	1096	\$ 94.00	\$103,024.00
36	12" Metal End Section With Trash Rack	EA	0	\$ -	\$ -
37	18" Metal End Section With Trash Rack	EA	1	\$ 400.00	\$ 400.00
38	24" Metal End Section With Trash Rack	EA	5	\$ 500.00	\$ 2,500.00
39	30" Metal End Section With Trash Rack	EA	1	\$ 1,100.00	\$ 1,100.00
40	36" Metal End Section With Trash Rack	EA	1	\$ 2,100.00	\$ 2,100.00
41	Type I Catch Basin	EA	19	\$ 1,065.00	\$ 20,235.00
42	Std. Storm Drain Manhole, 48 Inch	EA	32	\$ 2,700.00	\$ 86,400.00
43	Std. Storm Drain Manhole, 60 Inch	EA	1	\$ 3,300.00	\$ 3,300.00
44	Storm Drain Manhole 4' x 10' G-1 and G-2	EA	2	\$ 8,400.00	\$ 16,800.00
45	1000 Gal. Sand & Grease Trap as SD Manhole 1G-1 & 1G-2	EA	2	\$ 5,400.00	\$ 10,800.00
46	Hydrodynamic Separator "E"	LS	1	\$ 45,000.00	\$ 45,000.00
47	Hydrodynamic Separator "F"	LS	1	\$ 37,000.00	\$ 37,000.00
48	Hydrodynamic Separator "G"	LS	1	\$100,000.00	\$100,000.00
49	Hydrodynamic Separator "1G"	LS	1	\$ 22,000.00	\$ 22,000.00
50	Hydrodynamic Separator "H"	LS	1	\$ 73,000.00	\$ 73,000.00
51	Connect New 48" Manhole to Existing 12" Pipe	EA	4	\$ 1,000.00	\$ 4,000.00

52	Connect New 60" Manhole to Existing 36" Pipe	EA	1	\$ 1,000.00	\$ 1,000.00
53	Pond Outlet Structure and Stormrax	EA	3	\$ 9,000.00	\$ 27,000.00
54	Remove Existing Splitter Bx to DHE #12 Forebay	EA	1	\$ 500.00	\$ 500.00
55	Rip Rap Pipe Inlet/Outlet Protection at Ponds	LS	1	\$ 8,000.00	\$ 8,000.00
56	Remove Existing Storm Drain Manhole, 48 Inch (Sht 3.0)	EA	2	\$ 250.00	\$ 500.00
57	Remove & Relocate Exist. Storm Drain Manhole, 48 Inch	EA	3	\$ 2,600.00	\$ 7,800.00
58	Remove Existing Storm Drain Pipe (Sht. 3.0)	LS	1	\$ 8,000.00	\$ 8,000.00
59	Remove Existing Storm Drain Structure (Sht. 3.0)	LS	1	\$ 700.00	\$ 700.00
60	Install Old hickory Way Gravel Access (Sht 5.0)	LS	1	\$200,000.00	\$200,000.00
61	Install Old hickory Way Gravel Access with Asphalt Path	LS	1	\$ 10,000.00	\$ 10,000.00
62	Install Cinch Way Gravel Access (Sht 5.0)	LS	1	\$115,000.00	\$115,000.00
63	Install Haystack Street Gravel Access (Sht 5.0)	LS	1	\$230,000.00	\$230,000.00
64	Install Barnside Way Gravel Access (Sht 5.0)	LS	1	\$115,000.00	\$115,000.00
65	ACHD Gravel Access form Warm Springs Ave to Ponds	LS	1	\$ 10,000.00	\$ 10,000.00
66	24" HDPE Underdrain Pipe	LF	141	\$ 70.00	\$ 9,870.00
67	Std. Underdrain Manhole, 48 Inch	EA	4	\$ 3,000.00	\$ 12,000.00
68	Connect Underdrain Manhole to existing pipe	LS	2	\$ 2,500.00	\$ 5,000.00
69	Greenbelt Repair, Including Striping	LS	1	\$ 5,000.00	\$ 5,000.00
	SUBTOTALS			\$	1,734,828.00
	Sanitary Sewer				
70	8" Sanitary Sewer Main	LF	3998	\$ 47.00	\$187,906.00
71	10" Sanitary Sewer Main	LF	365	\$ 50.00	\$ 18,250.00
72	48" Std. Manhole	EA	14	\$ 3,200.00	\$ 44,800.00
73	Connect to Existing Sewer Trunkline	EA	1	\$ 4,200.00	\$ 4,200.00
74	Connect to Existing Sewer Manhole	EA	1	\$ 4,400.00	\$ 4,400.00
75	Construct Gravel Sewer Access Road	LS	1	\$ 22,000.00	\$ 22,000.00
76	4" Sanitary Sewer Service Connection	EA	69	\$ 840.00	\$ 57,960.00
77	4" Sanitary Sewer Pipe	LF	2804	\$ 5.50	\$ 15,422.00
	SUBTOTALS			\$	354,938.00
	Domestic Water				
78	16" Ductile Iron Water Main w/Restrained Joints	LF	2215	\$ 98.00	\$217,070.00
79	16" Ductile Iron Fittings	LS	1	\$ 20,000.00	\$ 20,000.00
80	Connect to Exisitng 16" Water Main	EA	2	\$ 8,000.00	\$ 16,000.00
81	16" Butterfly Valve	EA	3	\$ 3,700.00	\$ 11,100.00
82	8" PVC Water Main	LF	2450	\$ 26.00	\$ 63,700.00
83	8" Gate Valve	EA	11	\$ 1,350.00	\$ 14,850.00
84	8" Water Main Fittings	LS	1	\$ 3,300.00	\$ 3,300.00
85	Connect to Existing 8" Water Main	EA	4	\$ 500.00	\$ 2,000.00
86	8" x 2" Blow-off	EA	6	\$ 1,180.00	\$ 7,080.00
87	16" x 2" Blow-off	EA	0	\$ -	\$ -
88	6" Fire Hydrant Assembly	EA	6	\$ 4,500.00	\$ 27,000.00
89	3/4" Dual Water Service	EA	32	\$ 1,400.00	\$ 44,800.00
90	2" Water Service	EA	4	\$ 3,800.00	\$ 15,200.00

91	6" Fire Service	EA	4	\$ 4,000.00	\$ 16,000.00
	SUBTOTALS			\$	458,100.00
	Irrigation				
92	6" PVC Pipe (Includes Control Wire)	LF	2642	\$ 15.00	\$ 39,630.00
93	4" PVC Pipe (Includes Control Wire)	LF	5130	\$ 11.00	\$ 56,430.00
94	4" Gate Valve	EA	54	\$ 700.00	\$ 37,800.00
94	3" Landscape Tap	EA	10	\$ 1,130.00	\$ 11,300.00
95	1" Irrigation Service	EA	16	\$ 525.00	\$ 8,400.00
97	Mainline Drain	EA	1	\$ 1,000.00	\$ 1,000.00
98	6" Bends, Tees, Reducers & Misc. Irr. Fittings	LS	1	\$ 10,000.00	\$ 10,000.00
99	4" Bends, Tees, Reducers & Misc. Irr. Fittings	LS	1	\$ 13,000.00	\$ 13,000.00
100	10" sleeve	LF	216	\$ 20.00	\$ 4,320.00
101	8" sleeve	LF	936	\$ 15.00	\$ 14,040.00
102	6" Sleeve	LF	1274	\$ 10.00	\$ 12,740.00
103	2" sleeve	LF	936	\$ 3.50	\$ 3,276.00
104	12 Gauge 2-Wire Control Wire	LF	8012	\$ 1.00	\$ 8,012.00
105	Landscape and Alley Repair	LF	728	\$ 6.00	\$ 4,368.00
106	Connection to Existing System	EA	5	\$ 1,500.00	\$ 7,500.00
	SUBTOTALS			\$	231,816.00
	Landscape and Fine Landscape Irrigation				
107	Fine Irrigation Mainline	LF	4800	\$ 3.30	\$ 15,840.00
108	Hunter Pro Spray Pop-up	EA	984	\$ 28.00	\$ 27,552.00
109	Hunter Remote Control Valving	EA	28	\$ 400.00	\$ 11,200.00
110	Amended Topsoil	CY	20	\$ 100.00	\$ 2,000.00
111	Lawn	SF	35247	\$ 0.70	\$ 24,672.90
112	Trees	EA	96	\$ 510.00	\$ 48,960.00
113	Flowering plants in Planter Pots	LS	1	\$ 26,000.00	\$ 26,000.00
114	Street Side Trash Receptical	EA	8	\$ 2,000.00	\$ 16,000.00
	SUBTOTALS			\$	172,224.90
	Signs and Streetlights				
115	Street Signs	LS	1	\$ 4,000.00	\$ 4,000.00
116	Type II Barricade	EA	10	\$ 350.00	\$ 3,500.00
117	Type III Barricade	EA	9	\$ 480.00	\$ 4,320.00
118	Street Lights - 25 ft / 97 W LED	EA	5	\$ 7,900.00	\$ 39,500.00
119	Street Light Electrical Conduit & Wire	LS	1	\$ 16,000.00	\$ 16,000.00
120	Benches along Haystack	EA	16	\$ 3,000.00	\$ 48,000.00
121	Planter Pots along Haystack	EA	32	\$ 1,500.00	\$ 48,000.00
122	Tree Grates Along Haystack	EA	32	\$ 6,600.00	\$211,200.00
	SUBTOTALS			\$	374,520.00
	Striping				
123	Stripes and Symbols	LS	1	\$ 4,000.00	\$ 4,000.00
	SUBTOTALS			\$	4,000.00
	SWPPP				

124	Prepare ACHD ESC Plan, ENOI, Responsible Person	LS	1	\$ 2,500.00	\$ 2,500.00
125	Inlet Sediment Protection	EA	6	\$ 65.00	\$ 390.00
126	Silt Fence	LF	2500	\$ 2.50	\$ 6,250.00
127	Orange Construction Fence	LF	2706	\$ 2.50	\$ 6,765.00
128	Inspect and Maintain BMP's	LS	1	\$ 10,000.00	\$ 10,000.00
	SUBTOTALS			\$	25,905.00
	Total Cost of Construction Schedule			\$	5,953,346.30

*Owner reserves the right to remove from the Project those items represented by items 14 through 27 of the attached Schedule of Values and may do so unilaterally with written notice to the winning Bidder

COPY

BIDDER'S PROPOSAL

**PROJECT IDENTIFICATION: HARRIS RANCH COMMUNITY INFRASTRUCTURE DISTRICT
NO. 1 – DALLAS HARRIS ESTATES TOWNHOMES
SUBDIVISION NO. 11 AND STORMWATER POND
IMPROVEMENTS**

CONTRACT IDENTIFICATION NUMBER: 19023

THIS BID IS SUBMITTED TO OWNER: Barber Valley Development, Inc.
c/o RiverRidge Engineering Company
2447 S. Vista Ave.
Boise, Idaho 83705

1. The undersigned Bidder proposes and agrees, if this Proposal is accepted, to enter into an agreement with Owner in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Proposal and in accordance with the Contract Documents.

2. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including, without limitation those dealing with the disposition of Bid Security. Bidder will sign the agreement contained as Item 2.0.A (the "Contract") and submit the contract security and other documents required by the Contract Documents within 7 days after the date of the Notice of Award (Item 2.0.B). Any and all capitalized terms are as defined in the Contract.

3. In submitting this Proposal, Bidder represents, as more fully set forth in the Agreement, that:

- a. Bidder acknowledges receipt and has examined copies of all the Contract Documents, including the Notice of Advertisement and Instructions to Bidders (Item 1.0.A) and the following addenda:

Addendum Date:

Number of Addendum:

9/20/19

1 - 12

- b. Bidder has examined the site and locality where the Work is to be performed, the legal requirements (Federal, State and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as Bidder deems necessary;
- c. This Proposal is genuine and not made in the interest of, or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other bidder to submit a false or sham Proposal; Bidder has not induced any person, firm or a corporation to refrain from bidding; and Bidder has not

sought by collusion to obtain for himself any advantage over any other bidder or over Owner; and

- d. Bidder and all subcontractors to be associated with the Project currently possess or will be able to obtain the appropriate Idaho contractor's license prior to execution of the Agreement.

Bidder's Public Works Contractors License No. PWC-C-033799-U-1-2-3

4. **Bid Schedules.**

- a. Bidder shall complete Bid Schedules for each of the five segments identified in the Notice of Advertisement to Bid.
- b. If awarded, Bidder shall complete the Work per the price(s) established in the submitted Bid Schedule(s).
- c. Bids shall include sales and other applicable taxes or fees.
- d. Quantities shown are estimates and subject to change during construction. Bidder agrees to perform all work described in the Contract Documents at the unit price identified in the Bid Schedule(s).

5. **Bidder agrees:**

- a. To provide a project superintendent to be on site at all times of construction and for the full duration of the Agreement. Bidder also agrees that said superintendent is to be approved by Owner prior to construction.
- b. Work will reach Substantial Completion and Final Completion on or before the dates or within the number of calendar days indicated in the Notice of Advertisement to Bid.
- c. To accept the provisions of the Contract as to liquidated damages in the event of failure to complete the Work by the date stipulated in the Notice of Advertisement to Bid.
- d. Owner retains the right to remove from the Project those items represented by items 14 through 27 of the attached Schedule of Values and may do so unilaterally with written notice to the winning Bidder.

6. **Additional Documents.** The following documents are made a condition of and shall be submitted with this Proposal:

- a. Bid Schedule;
- b. Contractor's Schedule of Values;
- c. Supplemental Equipment Rate Schedule;
- d. Bidder's Schedule Letter;
- e. Field Organization Chart;
- f. List of Subcontractors;
- g. Bid Bond in the amount of 5% of the Contract Price.

7. Defined Terms. The terms used in this Proposal which are defined in the Contract have the meanings assigned to them in the Contract, as the same may be amended.

[end of text – Bidder's signature on following page]

If BIDDER is a Corporation:

By: Knife River Corporation - Mountain West, an _____ corporation
(Corporation Name)

By: Jessee Rosin - Authorized Agent
(Name of Person Authorized to Sign), (Title)

Phone No. (208) 362-6152



If BIDDER is a Limited Liability Company:

By: N/A, an _____ limited liability company
(Limited Liability Company Name)

By: _____
(Name of Person Authorized to Sign), (Title)

Phone No. _____

If BIDDER is a Partnership:

By: N/A, an _____ partnership
(Firm Name)

By: _____
(General Partner)

Phone No. _____

If BIDDER is an Individual:

By: _____
(Individual's Name) N/A

Doing business as (if applicable): _____

Business address: _____

Phone No. _____

BID SCHEDULE

for

**HARRIS RANCH COMMUNITY INFRASTRUCTURE DISTRICT NO. 1 –
DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO. 11
AND STORMWATER POND IMPROVEMENTS**

Bidder's lump-sum bid price for the construction of the Project in accordance with the Contract Documents. All Bidders shall complete this form. The total lump-sum bid price of this Bid Schedule will be used for the determination of the lowest responsible, responsive Bidder, and will be evaluated as a factor in the award of the Project.

Item No.	Description	Measured Unit	Amount
1.	H.R. CID No. 1 – Dallas Harris Estates Townhomes Subdivision No. 11 and Stormwater Pond Improvements	L.S.	\$ <u>5,952,346.20</u>



Verification of Bid Schedule by Bidder:

Bidder Name: Knife River Corporation - Mountain West

By: Jessie Rosin

Its: Authorized Agent

CONTRACTOR'S SCHEDULE OF VALUES

for

**HARRIS RANCH COMMUNITY INFRASTRUCTURE DISTRICT NO. 1 –
DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO. 11
AND STORMWATER POND IMPROVEMENTS**

[SEE FOLLOWING PAGES]

DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO. 11

CID Eligible Items

August 21, 2019

No.	Description	Unit	Quantity	Unit Cost	Extended Cost
1	Mobilization	LS	1	\$350,000.00	\$350,000.00
2	Bonds	LS	1	\$ 25,000.00	\$ 25,000.00
3	Insurance	LS	1	\$ 2,000.00	\$ 2,000.00
	SUBTOTALS		\$	377,000.00	
	General On-site Site Work				
4	Mass Excavation and Embankment	CY	63800	\$ 4.00	\$255,200.00
5	Overexcavate & Recompect Exist. Drainage Ponds &	LS	1	\$ 18,000.00	\$ 18,000.00
6	Construction Surveying (Owner Furnished)	LS	1	\$ -	\$ -
	SUBTOTALS		\$	273,200.00	
	General Off-site Site Work Pond G-H (East)				
7	Complete Off-site Traffic Control	LS	1	\$ 45,000.00	\$ 45,000.00
8	Clear and Grub Pond G-H	AC	3.5	\$ 8,000.00	\$ 28,000.00
9	Mass Pond Excavation and Embankment / Borrow	CY	23800	\$ 11.50	\$273,700.00
10	Construct New Ornamental Fence and Gates	LF	1984	\$ 30.00	\$ 59,520.00
11	Construction Surveying (Owner Furnished)	LS	1	\$ -	\$ -
12	Place Imported topsoil on all slopes as detailed	LS	1	\$ 35,000.00	\$ 35,000.00
13	Pond Slope stabilization and Revegetation	LS	1	\$ 9,000.00	\$ 9,000.00
	SUBTOTALS		\$	450,220.00	
	General Off-site Site Work Pond E-F (Middle)				
*14	Clear and Grub Pond E-F	AC	2.5	\$ 8,000.00	\$ 20,000.00
*15	Removal of Large Concrete beams and ballasts	LS	1	\$ 5,000.00	\$ 5,000.00
*16	Mass Pond Excavation and Embankment / Borrow	CY	19790	\$ 11.50	\$227,585.00
*17	Construct New Ornamental Fence and Gates	LF	1540	\$ 30.00	\$ 46,200.00
*18	Construction Surveying (Owner Furnished)	LS	1	\$ -	\$ -
*19	Place Imported topsoil on all slopes as detailed	LS	1	\$ 30,000.00	\$ 30,000.00
*20	Pond Slope stabilization and Revegetation	LS	1	\$ 9,000.00	\$ 9,000.00
	SUBTOTALS		\$	337,785.00	
	General Off-site Site Work Pond 1G (West)				
*21	Clear and Grub Pond 1G	AC	1.5	\$ 8,000.00	\$ 12,000.00
*22	Removal of Large Concrete and steel ballasts	LS	1	\$ 5,000.00	\$ 5,000.00
*23	Mass Pond Excavation and Embankment / Borrow	CY	4870	\$ 15.00	\$ 73,050.00
*24	Construct New Ornamental Fence and Gates	LF	1094	\$ 30.00	\$ 32,820.00
*25	Construction Surveying (Owner Furnished)	LS	1	\$ -	\$ -
*26	Place Imported topsoil on all slopes as detailed	LS	1	\$ 18,000.00	\$ 18,000.00

*27	Pond Slope stabilization and Revegetation	LS	1	\$ 5,000.00	\$ 5,000.00
	SUBTOTALS		\$		145,870.00
	Roads				
14	Road & Sidewalk Subgrade Compact & Prep	SY	36946	\$ 0.90	\$ 33,251.40
15	6" Minus Uncrushed Aggregate Subbase (Imported)	CY	6310	\$ 28.00	\$176,680.00
16	3/4" Minus Crushed Aggregate Base Coarse	CY	2594	\$ 40.00	\$103,760.00
17	2.5" Asphalt Concrete	SY	11080	\$ 11.00	\$121,880.00
18	3" Asphalt Concrete	SY	2370	\$ 13.00	\$ 30,810.00
19	Type "P" Asphalt Repair	SY	430	\$ 90.00	\$ 38,700.00
20	Type "C" Gravel Repair	SY	0	\$ -	\$ -
21	Alley Approach With 3/4" Minus Crushed Aggregate Base	EA	8	\$ 1,450.00	\$ 11,600.00
22	Standard 6" Vertical Curb and Gutter	LF	6520	\$ 17.00	\$110,840.00
23	3/4" Minus Base for Curb and Gutter	CY	410	\$ 100.00	\$ 41,000.00
24	6' Concrete Sidewalk - 5" Thick	LF	3969	\$ 22.00	\$ 87,318.00
25	3/4" Minus Base for 6' Sidewalks	CY	300	\$ 75.00	\$ 22,500.00
26	15' Concrete Sidewalk 5" thick	LF	2752	\$ 55.00	\$151,360.00
27	3/4" Minus Base for 15' Sidewalk	CY	520	\$ 75.00	\$ 39,000.00
28	Truncated Domes	EA	32	\$ 195.00	\$ 6,240.00
29	Handicap Ramps	EA	38	\$ 1,000.00	\$ 38,000.00
	SUBTOTALS		\$		1,012,939.40
	Storm Drain				
30	12" HDPE or PVC Storm Drain Pipe	LF	2970	\$ 35.00	\$103,950.00
31	15" HDPE or PVC Storm Drain Pipe	LF	277	\$ 39.00	\$ 10,803.00
32	18" HDPE or PVC Storm Drain Pipe	LF	2252	\$ 53.00	\$119,356.00
33	24" HDPE or PVC Storm Drain Pipe	LF	1811	\$ 68.00	\$123,148.00
34	30" HDPE or PVC Storm Drain Pipe	LF	1031	\$ 82.00	\$ 84,542.00
35	36" HDPE or PVC Storm Drain Pipe	LF	1096	\$ 94.00	\$103,024.00
36	12" Metal End Section With Trash Rack	EA	0	\$ -	\$ -
37	18" Metal End Section With Trash Rack	EA	1	\$ 400.00	\$ 400.00
38	24" Metal End Section With Trash Rack	EA	5	\$ 500.00	\$ 2,500.00
39	30" Metal End Section With Trash Rack	EA	1	\$ 1,100.00	\$ 1,100.00
40	36" Metal End Section With Trash Rack	EA	1	\$ 2,100.00	\$ 2,100.00
41	Type I Catch Basin	EA	19	\$ 1,065.00	\$ 20,235.00
42	Std. Storm Drain Manhole, 48 Inch	EA	32	\$ 2,700.00	\$ 86,400.00
43	Std. Storm Drain Manhole, 60 Inch	EA	1	\$ 3,300.00	\$ 3,300.00
44	Storm Drain Manhole 4' x 10' G-1 and G-2	EA	2	\$ 8,400.00	\$ 16,800.00
45	1000 Gal. Sand & Grease Trap as SD Manhole 1G-1 & 1G-	EA	2	\$ 5,400.00	\$ 10,800.00
46	Hydrodynamic Separator "E"	LS	1	\$ 45,000.00	\$ 45,000.00
47	Hydrodynamic Separator "F"	LS	1	\$ 37,000.00	\$ 37,000.00
48	Hydrodynamic Separator "G"	LS	1	\$100,000.00	\$100,000.00
49	Hydrodynamic Separator "1G"	LS	1	\$ 22,000.00	\$ 22,000.00
50	Hydrodynamic Separator "H"	LS	1	\$ 73,000.00	\$ 73,000.00
51	Connect New 48" Manhole to Existing 12" Pipe	EA	4	\$ 1,000.00	\$ 4,000.00

52	Connect New 60" Manhole to Existing 36" Pipe	EA	1	\$ 1,000.00	\$ 1,000.00
53	Pond Outlet Structure and Stormrnx	EA	3	\$ 9,000.00	\$ 27,000.00
54	Remove Existing Splitter Bx to DHE #12 Forebay	EA	1	\$ 500.00	\$ 500.00
55	Rip Rap Pipe Inlet/Outlet Protection at Ponds	LS	1	\$ 8,000.00	\$ 8,000.00
56	Remove Existing Storm Drain Manhole, 48 Inch (Sht 3.0)	EA	2	\$ 250.00	\$ 500.00
57	Remove & Relocate Exist. Storm Drain Manhole, 48 Inch	EA	3	\$ 2,600.00	\$ 7,800.00
58	Remove Existing Storm Drain Pipe (Sht. 3.0)	LS	1	\$ 8,000.00	\$ 8,000.00
59	Remove Existing Storm Drain Structure (Sht. 3.0)	LS	1	\$ 700.00	\$ 700.00
60	Install Old hickory Way Gravel Access (Sht 5.0)	LS	1	\$200,000.00	\$200,000.00
61	Install Old hickory Way Gravel Access with Asphalt Path	LS	1	\$ 10,000.00	\$ 10,000.00
62	Install Cinch Way Gravel Access (Sht 5.0)	LS	1	\$115,000.00	\$115,000.00
63	Install Haystack Street Gravel Access (Sht 5.0)	LS	1	\$230,000.00	\$230,000.00
64	Install Barnside Way Gravel Access (Sht 5.0)	LS	1	\$115,000.00	\$115,000.00
65	ACHD Gravel Access form Warm Springs Ave to Ponds	LS	1	\$ 10,000.00	\$ 10,000.00
66	24" HDPE Underdrain Pipe	LF	141	\$ 70.00	\$ 9,870.00
67	Std. Underdrain Manhole, 48 Inch	EA	4	\$ 3,000.00	\$ 12,000.00
68	Connect Underdrain Manhole to existing pipe	LS	2	\$ 2,500.00	\$ 5,000.00
69	Greenbelt Repair, Including Striping	LS	1	\$ 5,000.00	\$ 5,000.00
	SUBTOTALS			\$	1,734,828.00
	Sanitary Sewer				
70	8" Sanitary Sewer Main	LF	3998	\$ 47.00	\$187,906.00
71	10" Sanitary Sewer Main	LF	365	\$ 50.00	\$ 18,250.00
72	48" Std. Manhole	EA	14	\$ 3,200.00	\$ 44,800.00
73	Connect to Existing Sewer Trunkline	EA	1	\$ 4,200.00	\$ 4,200.00
74	Connect to Existing Sewer Manhole	EA	1	\$ 4,400.00	\$ 4,400.00
75	Construct Gravel Sewer Access Road	LS	1	\$ 22,000.00	\$ 22,000.00
76	4" Sanitary Sewer Service Connection	EA	69	\$ 840.00	\$ 57,960.00
77	4" Sanitary Sewer Pipe	LF	2804	\$ 5.50	\$ 15,422.00
	SUBTOTALS			\$	354,938.00
	Domestic Water				
78	16" Ductile Iron Water Main w/Restrained Joints	LF	2215	\$ 98.00	\$217,070.00
79	16" Ductile Iron Fittings	LS	1	\$ 20,000.00	\$ 20,000.00
80	Connect to Existing 16" Water Main	EA	2	\$ 8,000.00	\$ 16,000.00
81	16" Butterfly Valve	EA	3	\$ 3,700.00	\$ 11,100.00
82	8" PVC Water Main	LF	2450	\$ 26.00	\$ 63,700.00
83	8" Gate Valve	EA	11	\$ 1,350.00	\$ 14,850.00
84	8" Water Main Fittings	LS	1	\$ 3,300.00	\$ 3,300.00
85	Connect to Existing 8" Water Main	EA	4	\$ 500.00	\$ 2,000.00
86	8" x 2" Blow-off	EA	6	\$ 1,180.00	\$ 7,080.00
87	16" x 2" Blow-off	EA	0	\$ -	\$ -
88	6" Fire Hydrant Assembly	EA	6	\$ 4,500.00	\$ 27,000.00
89	3/4" Dual Water Service	EA	32	\$ 1,400.00	\$ 44,800.00
90	2" Water Service	EA	4	\$ 3,800.00	\$ 15,200.00

91	6" Fire Service	EA	4	\$ 4,000.00	\$ 16,000.00
	SUBTOTALS			\$	458,100.00
	Irrigation				
92	6" PVC Pipe (Includes Control Wire)	LF	2642	\$ 15.00	\$ 39,630.00
93	4" PVC Pipe (Includes Control Wire)	LF	5130	\$ 11.00	\$ 56,430.00
94	4" Gate Valve	EA	54	\$ 700.00	\$ 37,800.00
94	3" Landscape Tap	EA	10	\$ 1,130.00	\$ 11,300.00
95	1" Irrigation Service	EA	16	\$ 525.00	\$ 8,400.00
97	Mainline Drain	EA	1	\$ 1,000.00	\$ 1,000.00
98	6" Bends, Tees, Reducers & Misc. Irr. Fittings	LS	1	\$ 10,000.00	\$ 10,000.00
99	4" Bends, Tees, Reducers & Misc. Irr. Fittings	LS	1	\$ 13,000.00	\$ 13,000.00
100	10" sleeve	LF	216	\$ 20.00	\$ 4,320.00
101	8" sleeve	LF	936	\$ 15.00	\$ 14,040.00
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106	Connection to Existing System	EA	5	\$ 1,500.00	\$ 7,500.00
	SUBTOTALS			\$	231,816.00
	Landscape and Fine Landscape Irrigation				
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108	Hunter Pro Spray Pop-up	EA	984	\$ 28.00	\$ 27,552.00
109	Hunter Remote Control Valving	EA	28	\$ 400.00	\$ 11,200.00
110	Amended Topsoil	CY	20	\$ 100.00	\$ 2,000.00
111	Lawn	SF	35247	\$ 0.70	\$ 24,672.90
112	Trees	EA	96	\$ 510.00	\$ 48,960.00
113	Flowering plants in Planter Pots	LS	1	\$ 26,000.00	\$ 26,000.00
114	Street Side Trash Receptical	EA	8	\$ 2,000.00	\$ 16,000.00
	SUBTOTALS			\$	172,224.90
	Signs and Streetlights				
115	Street Signs	LS	1	\$ 4,000.00	\$ 4,000.00
116	Type II Barricade	EA	10	\$ 350.00	\$ 3,500.00
117	Type III Barricade	EA	9	\$ 480.00	\$ 4,320.00
118	Street Lights - 25 ft / 97 W LED	EA	5	\$ 7,900.00	\$ 39,500.00
119	Street Light Electrical Conduit & Wire	LS	1	\$ 16,000.00	\$ 16,000.00
120	Benches along Haystack	EA	16	\$ 3,000.00	\$ 48,000.00
121	Planter Pots along Haystack	EA	32	\$ 1,500.00	\$ 48,000.00
122	Tree Grates Along Haystack	EA	32	\$ 6,600.00	\$ 211,200.00
	SUBTOTALS			\$	374,520.00
	Striping				
123	Stripes and Symbols	LS	1	\$ 4,000.00	\$ 4,000.00
	SUBTOTALS			\$	4,000.00
	SWPPP				

124	Prepare ACHD ESC Plan, ENOI, Responsible Person	LS	1	\$ 2,500.00	\$ 2,500.00
125	Inlet Sediment Protection	EA	6	\$ 65.00	\$ 390.00
126	Silt Fence	LF	2500	\$ 2.50	\$ 6,250.00
127	Orange Construction Fence	LF	2706	\$ 2.50	\$ 6,765.00
128	Inspect and Maintain BMP's	LS	1	\$ 10,000.00	\$ 10,000.00
	SUBTOTALS			\$	25,905.00
	Total Cost of Construction Schedule			\$	5,953,346.30

*Owner reserves the right to remove from the Project those items represented by items 14 through 27 of the attached Schedule of Values and may do so unilaterally with written notice to the winning Bidder

CONTRACTOR'S SUPPLEMENTAL EQUIPMENT RATE SCHEDULE

for

**HARRIS RANCH COMMUNITY INFRASTRUCTURE DISTRICT NO. 1 –
DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO. 11
AND STORMWATER POND IMPROVEMENTS**

Equipment and Labor Rates for Contractor Time and Materials Work:

		<u>Make/Model/Description</u>	<u>Hourly Rate</u>
1.	Dozers	CAT D6	\$142.50
		CAT D8	\$236.25
2.	Backhoes	CAT 416	\$115.00
		JD 410	\$115.00
3.	Trackhoe	330 EXCAVATOR	\$166.25
		345/450 EXCAVATOR	\$187.50
4.	Loaders	JD 644	\$136.90
		CAT 950	\$136.90
5.	Compactors	815 SOIL COMPACTOR	\$162.50
		SD70 (MED) DIRT	\$123.75
6.	Trucks	10 c.y. END DUMP	\$148.75
		20 c.y. TRUCK AND PUP	\$162.00
	Off-Road End Dumps		
	Pickup		
	Water		
7.	Compressor	AIR COMPRESSOR	\$21.00
8.	Generator	IR-21-65 KW	\$88.00/16.00
		101-200 KW GENSET	\$36.00
9.	Pump/Dewatering		
10.	Paver	CAT PAVER 655	\$233.75
		CAT PAVER 1055	\$233.75
11.	Motor Grader	CAT BLADE 140/143	\$140.60
		CAT BLADE 14H/M	\$182.50
12.	Rollers	SD120 LARGE ASPHALT	\$110.00
		SD70 MED DIRT	\$123.75
13.	Foreman	FOREMAN	\$55.00
14.	Laborers	LABORER	\$46.00
15.	Electrician	N/A	
16.	Operator	OPERATOR	\$49.00
17.	Scraper	CAT 623 F/G	\$205.00
		CAT 627	\$235.00

FORM SHALL BE FILLED IN AT THE TIME OF BID SUBMITTAL OR AN ITEMIZED RATE SCHEDULE OF CONTRACTOR'S EQUIPMENT MAY BE ATTACHED IN LIEU OF COMPLETION OF THE FORM.

KRC NOTE: Bid pricing is based upon using onsite native material for trench backfill. If imported material is required for the trench backfill the price is **\$18.00 per cubic yard.**

BIDDER'S SCHEDULE LETTER

for

**HARRIS RANCH COMMUNITY INFRASTRUCTURE DISTRICT NO. 1 –
DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO. 11
AND STORMWATER POND IMPROVEMENTS**

[INSERT UPON RECEIPT FROM BIDDER]



5450 W. Gowen Road
Boise, ID 83709
(208) 362-6152
(208) 362-6199 FAX

Mountain West

October 1st, 2019

PROJECT: Dallas Harris Estates Townhomes Subdivision No.11 and Stormwater Pond Imp.

SUBJECT: Project Construction Schedule Statement

Knife River will coordinate with the owner/management to meet the schedule outlined in the instruction to bidders.

Construction Notice to Proceed – October 7, 2019

Substantial Completion (Road segment opened) – June 26, 2020

Final Completion – July 24, 2020

It is the intent of Knife River to provide the resources, labor and equipment, necessary to complete the project within the time given.

Thank you,

Jesse Rosin

General Manager

Knife River Corporation – Mountain West

Phone: (208) 362-6152

Fax: (208) 562-5045

BIDDER'S FIELD ORGANIZATION CHART

for

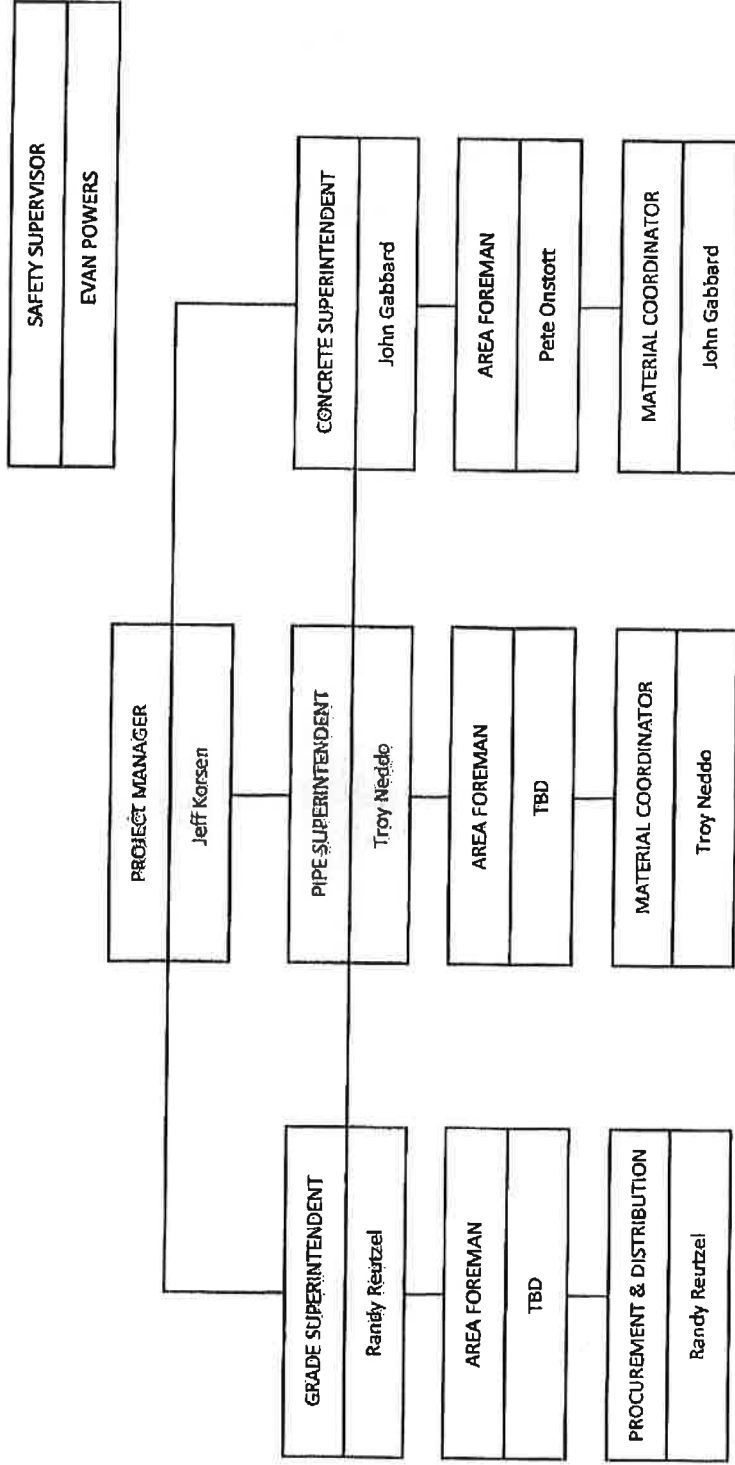
**HARRIS RANCH COMMUNITY INFRASTRUCTURE DISTRICT NO. 1 –
DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO. 11
AND STORMWATER POND IMPROVEMENTS**

[INSERT UPON RECEIPT FROM BIDDER]

Knife River Corporation - Mountain West

FIELD ORGANIZATION CHART

PROJECT ORGANIZATION CHART



BIDDER'S LIST OF SUBCONTRACTORS

for

**HARRIS RANCH COMMUNITY INFRASTRUCTURE DISTRICT NO. 1 –
DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO. 11
AND STORMWATER POND IMPROVEMENTS**

[INSERT UPON RECEIPT FROM BIDDER]



5450 W. Gowen Road
Boise, ID 83709
(208) 362-6152
(208) 362-6199 FAX

Mountain West

October 1st, 2019

PROJECT: Dallas Harris Estates Townhomes Subdivision No.11 and Stormwater Pond Improvements

SUBJECT: List of Subcontractors

Sidewalks LLC

1735 S Millennium Way
Meridian, ID 83642
(208) 955-9000

Curtis Clean Sweep

PO Box 44112
Boise, ID 83711
(208) 343-7600

Power Landscape

Power Enterprises Inc.
16131 Franklin Blvd
Nampa, ID 83687
(208) 461-4670

Alloway Electric

502 E 45th Street
Garden City, ID 83714
(208) 344-2508

BID BOND

for

**HARRIS RANCH COMMUNITY INFRASTRUCTURE DISTRICT NO. 1 –
DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO. 11
AND STORMWATER POND IMPROVEMENTS**

[SEE FOLLOWING PAGES FOR FORM OF BID BOND]

Bid Bond

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address):

Knife River Corporation - Mountain West
5450 W. Gowen Road, Boise, ID 83709

SURETY (Name, and Address of Principal Place of Business):

Liberty Mutual Insurance Company
175 Berkeley Street, Boston, MA 02116

OWNER (Name and Address):

Barber Valley Development
2447 S. Vista Ave., Boise, ID 83705

BID

Bid Due Date: October 1, 2019

Description (Project Name—Include Location): Harris Ranch Community Infrastructure District No. 1 -
Dallas Harris Estates Townhomes Subdivision No. 11 and Stormwater Pond Improvements

BOND

Bond Number: Bid Bond

Date: October 1, 2019

Penal sum Five Percent of Amount Bid \$ 5%

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each execute this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

Knife River Corporation - Mountain West
Bidder's Name and Corporate Seal

By:

Signature

JEFFER ROSUL
Print Name

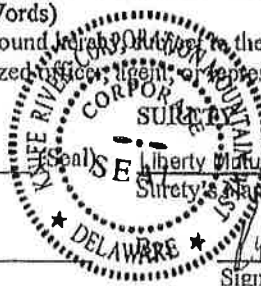
AUTHORIZED AGENT
Title

Attest:

Signature

Witness

Title



Signature (Attach Power of Attorney)

Kelly Nicole Bruggeman
Print Name

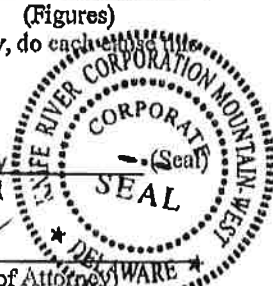
Attorney-in-Fact
Title

Attest:

Signature

Witness

Title



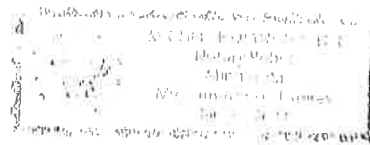
Note: Addresses are to be used for giving any required notice.
Provide execution by any additional parties, such as joint venturers, if necessary.

Surety Acknowledgment

State of Minnesota }
County of Hennepin } ss.

On this 1st day of October 2019, before me personally came Kelly Nicole Bruggeman, to me known, who being by me duly sworn, did depose and say that she is the Attorney-in-Fact of Liberty Mutual Insurance Company described in and which executed the above instrument; that she knows the seal of said corporation; that the seal affixed to said instruments is such corporate seal, that it was so affixed by order of the Board of Directors of said corporation, and that she signed her name to it by like order.


Notary Public





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8196930-190003

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Nicole Langer, Blake S. Bohlrig, Kelly Nicole Bruggeman, Brian D. Carpenter, Heather K. Goedtel, Michelle Halter, Jessica Hoff, Craig Olmstead

all of the city of Bloomington state of Minnesota each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 28th day of September, 2018.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 28th day of September, 2018, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 1st day of October, 2019



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

BIDDER'S QUALITY CONTROL PROGRAM

for

**HARRIS RANCH COMMUNITY INFRASTRUCTURE DISTRICT NO. 1 –
DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO. 11
AND STORMWATER POND IMPROVEMENTS**

[SEE FOLLOWING PAGES]



Knife River is dedicated to delivering quality work on time and within budget, we have established a set of policies and procedures to govern our work and meet our goals.

Knife River Corporation – Mountain West
5450 W Gowen Road
Boise, ID 83709
Phone: (208) 362-6152
Fax: (208) 562-5045
Email: krsi.estimating@kniferiver.com

QC/QA Construction Manual

- Aggregate Courses
- Drainage Structures
- Excavation & Embankment
- QMS Manual

Aggregate Courses

Equipment

Equipment	Personnel
<ul style="list-style-type: none">• Water Truck• Rollers• Blade• Dozer• Loader• Belly Dumps	<ul style="list-style-type: none">• Truck Drivers• Operators• Grade Checker

* Trucking will be utilized as necessary

Material

- Aggregate
 - o A material free from organic matter or lumps of clay will be furnished to complete desired work.
 - o Material will fall under aggregate specifications set forth in the contract.
 - o As base course is being placed a sample will be taken as per project specifications.
- Water
 - o Water used to mix with aggregate for compaction will be free of substances detrimental to the work.

Plan to Meet Construction Requirements

General

The Surface on which the aggregate will be placed is going to be prepared in accordance with contract specifications as applicable.

Aggregates used will be tested in an AASHTO/ ASTM qualified materials laboratory to ensure they fall within specifications. Additional samples for the owner's representative can be taken upon request.

- **Mixing and Spreading**

The aggregate may be mixed utilizing a loader to mix and a water truck to provide water for adjusting the moisture content prior to being trucked to the site. The mixture will then be hauled to the site using belly dumps or truck and pup. Once aggregate has been processed and spread samples may be taken to verify specifications are being met.

The aggregates will not be placed in a layer(s) exceeding those set forth in the contract requirements. When multiple layers are necessary each layer will be compacted according to applicable project specifications prior to placing subsequent layers. Hauling equipment will be will be spread uniformly over the full width of the surface to minimize rutting or uneven compaction.

- **Compacting**

Each layer will be compacted full width, with a roller starting at the sides and working towards the center. Where a roller cannot be used the material will be compacted with other equipment that can appropriately accomplish density requirements.

- **Surface Tolerance**

The surface will be finished within project specification tolerances from staked line and grade elevation. Any areas to be found defective will be resolved as needed.

- **Maintenance**

The aggregate will be maintained to the correct cross-section, line, and grade by blade, rolling, and watering or any combination until placing of the next course. All defects will be remedied in before next course is placed.

Drainage Structures

Equipment

Equipment	Personnel
<ul style="list-style-type: none">• Excavator• Ho-pack• Water Truck• Plate Whacker• Dump Truck	<ul style="list-style-type: none">• Operator• Truck Drivers• Laborers• Grade Checker

Material

- Metallic-coated corrugated steel pipe will comply with project specifications.
- Corrugated Polyethylene Drainage Tubing per project specifications.
- Geotextile Fabric will comply with project specifications
- Backfill will comply with project specifications

Plan To Meet Construction Requirements

- **General**

Culvert pipe with a wall thickness no less than shown on approved plans or determined from the fill height tables in the approved plans will be furnished. The same material and coating on all contiguous pipe sections and special sections such as elbows and branch connections will be used. When culvert extensions are required the same material as existing culverts will be used. Excavation and backfill will be done within all applicable project specifications.

- **Laying Metal Pipe**

The ditch for the culvert pipe will be excavated as per approved plans and cross sections. The appropriate drainage slope will be verified with surveying in accordance with project specifications. Pipe will be laid with outside laps of circumferential joints upgrade, and longitudinal laps positioned other than in the invert.

Pipe sections will be joined together with soil tight bell and spigot joints or coupling bands according to AASHTO/ ASTM specifications. Bell and spigot joint use will be used on a limited basis.

- **Laying Plastic Pipe**

Plastic pipe will be laid in accordance with manufacturers specifications. Soil-tight bell and spigot joints will be used. If plastic end sections are used they will be reinforced so inward buckling during construction does not occur.

Excavation and Embankment

Equipment

Equipment	Personnel
<ul style="list-style-type: none"> • Water Truck • Roller • Blade • Loader • Dump Truck 	<ul style="list-style-type: none"> • Truck Drivers • Operators • Grade Hop

- **Preparation for Excavation and Embankment Construction**

The area surrounding excavation will be cleared of all vegetation and obstructions according to project specifications as applicable.

- **Conserved Top Soil**

Topsoil from the excavation and embankment areas will be hauled to a predetermined staging area for reuse when applicable. All topsoil will be stockpiled separately from all other excavated

materials to prevent any contamination. Conserved topsoil may be hauled and placed back on completed slopes in accordance with project specifications.

- **Excavation**

Material suitable for backfill or other purposes will be excavated in a manner that allows the material to either be placed in its final position or hauled offsite to be stockpiled for later use.

Only material deemed suitable will be incorporated into the work. Any material shortages caused by excessive excavation will be replaced. Material that has been determined to be unsuitable or excess will be disposed of in accordance with project specifications.

At the end of each day's work, the area will be shaped to drain in an effort to prevent rutting and or low spots that could hold water.

- **Subexcavation**

Material will be excavated to the limits as set by the contract. Unsuitable material will be removed from the subgrade and prevented from becoming mixed with the backfill. All unsuitable material will be hauled offsite and disposed of in accordance with contract requirements. The subexcavated area will be backfilled with topping or other material that has been deemed suitable. The material will be compacted in accordance with project specifications.

- **Compaction**

For compaction the AASHTO T 27 will be performed to determine if material can be tested by AASHTO T-310 soils compaction testing.

A vibratory roller will be used to compact the subgrade. The subgrade will be compacted in full width to at least 95% of the specified maximum density. The in-place density and moisture will be determined by AASHTO T 310 if specified by contract requirements.

- **Sloping, Shaping, and Finishing**

All required roadbed, slopes, culverts, riprap and minor underground structures will be completed before aggregate courses are placed.

All unsuitable material will be removed from the surface of the subgrade and replaced with acceptable material. The subgrade will be compacted in accordance with project specifications and to within tolerances set for in the contract. Proper drainage will be maintained during finishing.

Disposal of Unsuitable or Excess Material

Material excavated will be conserved and stockpiled in accordance with project and SWPPP specifications.



QMS Manual

Knife River Corporation – Northwest
5450 W Gowen Road
Boise, ID 83709
Phone: (208) 362-6152
Fax: (208) 562-5045

Email: krsi.estimating@kniferiver.com

1.0 Quality Policy Statement

The Knife River Southern Idaho Division Quality Control Department's Quality Management System provides procedures and standards to provide accurate, precise and cost-effective quality control and acceptance testing of highway construction materials by meeting AASHTO and Idaho Transportation Department (ITD) and Western Alliance for Quality Transportation Construction (WAQTC) standard specifications. The QMS also provides for the continual training, oversight and certification of laboratory staff and to provide proper documentation of all testing results.

2.0 Knife River Quality Control Laboratory Operational Organization

Knife River Lab #4 is designated as a mobile lab with no permanent address as it will be on highway projects throughout the state of Idaho. The lab, when not in use on ongoing highway projects, will be retained at Knife River Southern Idaho Division Headquarters at the following address:

Knife River Southern Idaho Division
5450 W Gowen Road
Boise, ID 83709
Phone: (208) 362-6152
Fax: (208) 362-6199

2.1 Laboratory Management and Ownership Structure

Knife River Southern Idaho Division is a *Montana Dakota Utilities Resources Company* headquartered in Bismarck, ND at the following address:

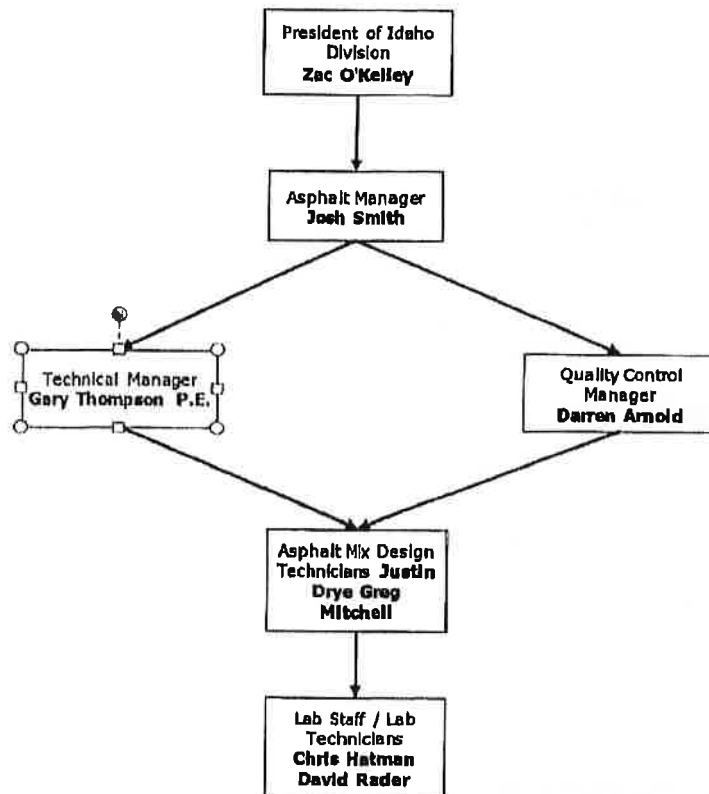
MDU Resources Group, Inc.
1200 W. Century Ave.
P.O. Box 5650
Bismarck, ND 58506
Phone: (701) 530-1000

2.2 Positions of Principal Officers

Knife River President and CEO: *David C. Barney*
Knife River Idaho Division President: *Zachary W. O'Kelley*
Knife River Idaho Division Director of Operations: *Josh Smith*
Knife River Idaho Division Technical Manager: *Gary Thompson P.E.*
Knife River Idaho Division Quality Control Manager: *Darren Arnold*



2.3 Organization Flow Chart



3.0 Knife River Southern Idaho Division Personnel

Position descriptions are listed in the following:

- **Technical Manager*** must be a licensed Professional Engineer in the state of Idaho with at least 5-years-experience in highway construction materials. Responsibilities include review of all technical reports and procedures.
- **Quality Control Manager/QMS Manager** must have high school equivalency and have at least 5-years-experience in materials testing and highway construction. Responsibilities include QMS training and evaluations, coordinating laboratory staff, oversight of day-to-day activities, and monitoring QMS for necessary revision and upkeep of records.
- **Laboratory Technicians** must be certified and competent to perform all applicable test methods and pass QMS evaluation by Quality Control Manager annually. Responsibilities include performing and reporting applicable test methods and results to meet project requirements.



*In absence of primary Technical Manager, the Knife River Southern Idaho Division Director of Operations will take over the Technical Manager duties except where engineering stamps and signatures are required.

3.1 Personnel Management Biographies

Technical Manager:

Gary Thompson P.E. currently holds the position of Technical manager. The primary responsibility of the Technical manager is Engineering and support of the quality control staff as well as review and approval of all asphalt mix designs. Gary holds a M.S. in Civil Engineering and has almost 30 years experience as an engineer. He holds P.E. licenses for Oregon and Idaho. He has multiple publications in asphalt related journals.

QMS Manager:

Darren Arnold currently holds the position of Quality Control Manager for the Knife River Southern Idaho Division. He has 22 years experience working in many aspects of construction material testing, including: commercial construction, highway construction, Corps. of Engineers projects, and Federal Aviation Administration construction. He also has experience in reinforced concrete, structural masonry, soils and aggregate, asphalt paving, pre-stressed/post tensioned concrete, structural steel and welding, welding procedures and certifications, spray-applied fireproofing, and development of concrete and asphalt mix designs.

He currently holds the following certifications:

- SSTC Structural Welding Special Inspector
- ICC Structural Steel Bolting Special Inspector
- ICC Reinforced Concrete Special Inspector
- ICC Pre-Stressed concrete Special Inspector
- ICC Structural Masonry Special Inspector
- ICC Spray-Applied Fireproofing Special Inspector
- ACI Field Testing Tech. Level 1
- ACI Concrete Strength Testing Technician
- ODOT Concrete Strength Testing Technician
- WAQTC Concrete Testing Technician
- WAQTC Aggregate Testing Technician
- WAQTC Asphalt Testing Technician
- WAQTC Density Testing Technician
- WAQTC Embankment Testing Technician
- NICET Level 2 Soils, Concrete and Asphalt
- Radiation Safety Officer Certified (RSO)

3.2 Laboratory Staff Certifications



Justin Dye

- WAQTC Aggregate Testing Technician
- WAQTC Asphalt Testing Technician
- WAQTC Density Testing Technician
- WAQTC Embankment Testing Technician
- WAQTC Superpave Field Testing Technician
- WAQTC Superpave Mix Design Technician
- ITD T246/247 HVEEM Mix Design
- ITD T99 Liquid Anti-Strip In Binder
- ITD T72 Cleanliness Values
- ITD T304 Uncompacted Voids in Fine Aggregate

Chris Hartman

- WAQTC Aggregate Testing Technician
- WAQTC Asphalt Testing Technician
- WAQTC Superpave Field Testing Technician
- ACI Concrete Testing Technician

4.0 Technician Training and Evaluation

The Quality Control Manager is responsible for the training program and upkeep of all training records. Each Technician will receive a copy of the evaluation results and copies shall be maintained in the QMS manual kept in the Mobile Laboratory office. All technicians will be trained and evaluated for competency and will obtain WAQTC certifications prior to performing test procedures for acceptance.

4.1 New trainees

New trainees will be provided with the applicable test method procedures and report forms. A qualified technician will properly demonstrate the test procedure. New trainees will study the materials given until familiar with test methods and demonstrate the test method under supervision of a qualified technician until proficient at the procedure, at which time the QC Manager or appointed technician will observe the trainee performing the test procedure and document that the trainee has demonstrated the proper procedure and complete the technician training record and add it to the QMS Manual records. Upon completion of the Knife River QC Internal training the trainee will obtain applicable certification from WAQTC or ITD.

4.2 Technician Evaluation

The QC manager or appointed qualified technician will perform annual evaluations of Technicians competency by demonstrating the AASHTO and/or ITD test methods that the technician will be required to perform and has received training for. Copies of the evaluations shall be maintained by the QC Manager and retained in the QMS Manual.



4.3 Training Records

The QC manager will record the test procedure demonstrated and the results of the evaluation (pass/fail) and will initial each entry on the evaluation record. For each failing demonstration the QC manager or appointed qualified technician shall review the deviation from the standard AASHTO or ITD test method with the technician and observe the technician re-demonstrate the test procedure and record the results in the comments column of the evaluation report.

5.0 Quality System Review/Internal Audits

Darren Arnold/QC Manager shall review the following records, reports, and associated documentation every 12 months, and whenever a technical complaint casts doubt on the quality of the laboratory's work, to ensure that established quality procedures are being followed:

- a) External Assessment Reports
- b) Quality Management System
- c) Equipment Calibration, Standardization, and check Records
- d) Technician Training/Evaluation Records
- e) ITD Laboratory Approvals
- f) ITD Individual Assessments

After each 12-month review, Darren Arnold/QC Manager shall discuss any deficiencies noted with appropriate staff, ensure corrective action is taken, and prepare a memorandum to the Technical Manager and Director of Operations describing the items reviewed, the deficiencies identified, and the corrective action taken. Darren Arnold/QC Manager shall maintain a file containing all documents relating to the quality management system review in the QMS file.

5.1 Client Complaints

In the event of non-compliant test results or performance complaints from ITD: split samples shall be retested, procedures verified by the QC Manager and if required by an ITD third party dispute resolution shall be implemented by an AASHTO Accredited laboratory in which split samples shall be retested. If test results vary from the original test results the QC Manager shall review procedures with the technicians to resolve issues. If the technicians are found to be performing test procedures outside of the approved methods the technician will review the procedure and will demonstrate the proper method and the QC Manager will document and record the evaluation.

If the procedures are not followed the ITD Inspector may revoke the WAQTC certification from the technician and may require re-certification prior to any further testing from the technician.

5.2 Records Retention

QMS records such as technician training records/evaluations, QMS reviews, proficiency samples, internal audits, and external assessments shall be maintained in the QMS manual for no less than 5



years. Technical records such as calibrations, standard checks, maintenance activities and test reports shall be retained for a period of no less than 5 years.

6.0 Equipment & Calibrations

An inventory list of all technical equipment is kept in the Calibrations folder. All calibrations and standardizations are performed by third party, Quality Materials Testing and Advanced calibration (Ad-Tek) at intervals not exceeding AASHTO R-18. Calibration records are retained in the laboratory at all times.

Calibrations will be verified each time the mobile laboratory is relocated or accuracy is in question as well as frequencies set forth in the calibration manual for each piece of equipment as required by ITD and AASHTO.

6.1 Equipment Maintenance

Maintenance will be performed quarterly (every 3 months) or when the equipment is evaluated to need immediate attention. The technician performing maintenance activities shall notify the QC Manager immediately if equipment is found to be degraded or unable to maintain the ability to provide consistent results. The QC Manager will then coordinate equipment repair/replacement. Maintenance procedures (provided by owner's manuals) shall be kept in the laboratory and records will be kept in the QMS Manual. QMS Manager shall review maintenance records quarterly to ensure compliance.

7.0 Sample Management

Samples shall be entered into the laboratory log and given an identification number, date received, tests required, project sampled from, a sample description, and the technician entering the data. Samples of aggregate and HMA will be identified on their containers or with tags with the identification number. The sample tag or container will remain with the sample until its proper disposal.

Samples will be stored in the laboratory or designated storage area where they will be protected from weather damage or contamination dependant to the project location and will be retained until final review and acceptance by ITD.

All asphalt and aggregate samples will be disposed of in our recycling stockpile for use as recycled asphalt pavement (RAP). Extraction chemicals from asphalt will be recycled at the local landfill hazardous waste collection facility located in Boise, Idaho.

8.0 Test Records and Reports

Samples will be given sample identification number when received by the laboratory. The sample numbers are started at 1 and proceed in order for each item number as defined in the ITD contact manual for each project and each material type. All samples will be identified by the date, item # and Quantity represented as required by ITD standards.



Test reports shall be prepared and signed by the testing technician on ITD forms provided. The reports will be reviewed and initialed by a second WAQTC certified technician for accuracy and submitted to ITD. Reports found to have errors by the reviewing technician will be returned to the testing technician for corrections prior to submitting to ITD. Copies of all reports will be retained in the laboratory location until final review and acceptance by ITD. ITD does not allow for reports to be amended once they are published. Reports will be retained at the Boise ID, main office for a period of no less than 5 years.

Samples of all ITD forms are provided in this manual in the section tabbed FORMS.

9.0 Subcontracting

All testing that may be subcontracted shall be performed by an ITD approved laboratory or AASHTO Accredited laboratory. All test results shall be reviewed by the QC Manager and Technical manager prior to submitting to ITD for acceptance.

10.0 Quality Assurance/ External Assessment

To assure quality and reliable test results Knife River participates in the AMRL on-site assessment program, proficiency sample programs for aggregate and HMA, and the ITD annual laboratory approval program.

Technicians are also subject to the ITD individual assessment (IA) program performed by ITD inspectors during production testing. ITD inspectors will perform technician IAs on a random basis, once per project or each 90 days of production at their discretion.

Samples received in the lab are split with the split samples provided to ITD or third party Laboratories as required for comparison testing. Split sample test results are compared to the original results by the QC Manager or Technical Manager to identify potential errors.

10.1 Proficiency Sample Review

The QMS Manager is responsible for reviewing all reports pertaining to proficiency sample testing and to bring poor results of differences to the attention of the staff. The QMS Manager will then take corrective action and prepare documentation relative to specific differences. Reports covering the results of proficiency sample testing, QMS evaluations and memorandums summarizing investigations and any corrective action taken shall be maintained by the QMS Manager in their office.

The laboratory division will participate in the AMRL Aggregate Proficiency Sample and the AMRL HMA Proficiency Sample Program. Poor results will be identified as any result that is 2 standard deviations from the average value. When poor results occur the following procedures will occur:

1. Determine if the Agency conducting the program correctly entered the data reported.
2. Determine if the test result obtained was properly transferred to the data sheet submitted.
3. Determine if all calculations leading to the test results obtained were correct.
4. Determine if the equipment used to perform the test meets specification requirements.



5. Determine if the procedures followed when performing the test conformed to specifications requirements.
6. Take corrective action to repair or take steps to replace defective equipment or instruct the technician of the correct procedure to follow.
7. Prepare a memorandum of record summarizing the results of the investigation, identifying the cause of the poor results if determined and describing any corrective action taken.

10.2 On-Site Assessment Review

The QMS Manager is responsible for reviewing all reports pertaining to on-site assessments and to bring poor results of differences to the attention of the staff. The QMS Manager will then take corrective action and prepare documentation relative to specific deficiencies. Reports covering the results of on-site assessment, QMS evaluations and memorandums summarizing investigations and any corrective action taken shall be maintained by the QMS Manager in their office.

The laboratory division will participate in the AMRL Aggregate Inspection, the AMRL HMA Inspection, the ITD Annual Lab Qualification program and ITD's IA program. Procedures to follow when findings are reported as follows:

Apparatus Deficiencies

1. Determine if the equipment meets specification requirements.
2. If the equipment is found to be defective, take necessary steps to repair or replace the unit.
3. Prepare a memorandum of record summarizing the results of the investigation and any corrective action taken.

Procedural Deficiencies

1. Discuss each procedural deficiency with the testing technician and review the proper procedure.
2. Observe the technician perform the test properly.
3. Prepare a memorandum of record summarizing the action taken.

QMS Deficiencies

1. The QMS Manager shall review each deficiency cited by the evaluation with the responsible employee.
2. Take appropriate action.
3. Prepare a memorandum of record summarizing the action taken.

11.0 Test Methods, Practices, Procedures and Specifications

All test procedures to be performed in accordance with Idaho Transportation Department standard specifications as referenced by AASHTO *Standard Specifications for Transportation Materials and Methods of Sampling and Testing 30th Edition* and WAQTC test procedures (October 2008 revision).

11.1 Aggregate Test Methods

- AASHTO T2 – Sampling of Aggregates
- AASHTO T248 – Reducing Sample of Aggregates to Testing Size

- AASHTO T255 – Total Evaporable Moisture Content of Aggregate by Drying
- AASHTO TP61 – Determining the Percentage of Fracture in Coarse Aggregate
- AASHTO T176 – Plastic Fines in Graded Aggregates and Soils by the Sand Equivalent Test
- AASHTO T27 – Sieve Analysis of Fine and Coarse Aggregates
- AASHTO T11 – Material Finer than No. 200 Sieve in Mineral Aggregate by Washing
- AASHTO T84 – Specific Gravity and Absorption of Fine Aggregates
- AASHTO T304 – Uncompacted Void Content in Fine Aggregates

11.2 Asphalt Test Methods

- AASHTO T40 – Sampling Bituminous Materials
- AASHTO T168 – Sampling of Bituminous Paving Mixtures
- AASHTO R47 – Reducing Samples of Hot Mix Asphalt (HMA) to Testing Size
- AASHTO T329 – Moisture Content of HMA by Oven Method
- AASHTO T209 – Theoretical Maximum Specific Gravity and density of HMA Paving Mixtures
- AASHTO T166 – Bulk Specific Gravity of Compacted HMA Using SSD Specimens
- AASHTO T275 – Bulk Specific Gravity of Compacted Bituminous Mixtures using Paraffin-coated
- AASHTO T308 – Determining the Asphalt Binder Content of HMA by the Ignition Method
- AASHTO T30 – Mechanical Analysis of Extracted Aggregate
- AASHTO T323- Superpave Volumetric Mix Design
- AASHTO T312- Preparing & Determining Density of HMA Specimens

Note: For all written test procedures, standards and specifications reference the Following:

- AASHTO *Standard Specifications for Transportation Materials & Methods sampling & Testing 2010 30th Edition*
- WAQTC Test methods 2008 Edition
- ITD *Quality Assurance Manual 2004 Edition*
- ITD *Standard Specifications for Highway Construction 2004 Edition*
- ITD *Laboratory Operations Manual 2004 Edition*

ADDENDUM No. 1

for

**HARRIS RANCH COMMUNITY INFRASTRUCTURE DISTRICT NO. 1 –
DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO. 11
AND STORMWATER POND IMPROVEMENTS**

Owner: Barber Valley Development, Inc.
Project Manager: RiveRidge Engineering Company
Contract Identification No.: 19023

This Addendum shall be signed and included with the Bidder's Proposal.

The Contract Documents for the Project are hereby amended, as follows:

To confirm the requirement for topsoiling of the new pond slopes, the requirement is to place 6-inches of imported topsoil along all 4 to 1 slopes of the new ponds, excepting therefrom the 8' wide flat safety bench and all gravel accesses to structures. The topsoil will comply with the requirements of section 2220. In the Pond Revegetation Notes on Page 4.3, note 3 indicates ON-SITE topsoils, but this must be replaced with imported Topsoil, since there is limited, or no suitable topsoil in and around the new ponds. Item 5 indicates that the pond vegetation will be irrigated during the growing season, but since the vegetation consists only of hydroseeding of the completed slopes, this too is in error. There will be no temporary irrigation system in and around the new ponds. All revegetation will be postponed until conditions allow for reasonable germination of hydroseeding of the slopes. In the event that slope stabilization is required, prior to revegetation, the tackifying of the slopes will be performed as a change order to the contract.

ACKNOWLEDGED BY BIDDER:

Kline River Corporation

Name: JESSE BOSIN

Title: AUTHORIZED AGENT

Signed: *[Signature]*

Date: 10/1/19

Brad Little
Governor

State of Idaho

Division of Building Safety

**PUBLIC WORKS CONTRACTORS LICENSING
CONTRACTOR**

033799 - UNLIMITED - 1-2-3
License Number

03/09/2018

Original License Issued

This is to certify that

KNIFE RIVER CORPORATION - MOUNTAIN WEST

has fulfilled the requirements of the law relating to licensing in Idaho Code, Title 54, Chapter 19 & 45
and is hereby granted this certificate.

This license expires: 03/31/2020


Licensee Signature


Chris L. Jensen, Administrator

CERTIFICATE

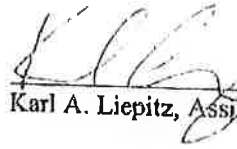
I, KARL A. LIEPITZ, hereby certify that I am the duly elected and qualified Assistant Secretary of Knife River Corporation – Mountain West, a Delaware corporation; and I further certify that, pursuant to a resolution adopted by Written Consent of the Board of Directors dated February 2, 2018, the persons named below have been duly elected, have qualified and are officers of the Company holding the offices set forth opposite their respective names:

David C. Barney	Chair of the Board and Chief Executive Officer
Zachary W. O'Kelley	President
Nancy K. Christenson	Treasurer and Chief Financial Officer
Daniel S. Kuntz	General Counsel and Secretary
Calvin R. DeWall	Region Controller and Assistant Secretary
Karl A. Liepitz	Assistant Secretary

I further certify that the following is a true and correct copy of Section 5.13 of the Bylaws of Knife River Corporation – Northwest, which sets forth the powers of the officers to execute documents; and that said Bylaw Section is presently in full force and effect:

5.13 Execution of Instruments. All deeds, bonds, mortgages, notes, contracts and other instruments shall be executed on behalf of the Corporation by the Chairman of the Board, the Chief Executive Officer, the President, any Vice President or Assistant Vice President, the General Counsel, any other officer who performs a policy-making function (such as administration, operations, accounting, or finance) or such other officer or agent of the Corporation as shall be duly authorized by the Board of Directors. Any officer or agent executing any such documents on behalf of the Corporation may do so (except as otherwise required by applicable law) either under or without the seal of the Corporation and either individually or with an attestation, according to the requirements of the form of the instrument. If an attestation is required, the document shall be attested by the Secretary or an Assistant Secretary or by the Treasurer or an Assistant Treasurer or any other officer or agent authorized by the Board of Directors. When authorized by the Board of Directors, the signature of any officer or agent of the Corporation may be a facsimile.

IN WITNESS WHEREOF, I have hereunto set my hand on March 14, 2018.


Karl A. Liepitz, Assistant Secretary

March 14, 2018

Re: Appointment of Agents - Power of Attorney

To Whom It May Concern:

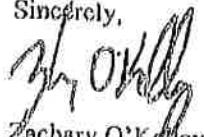
Pursuant to a Board resolution adopted by the Board of Directors of Knife River Corporation - Mountain West, I am authorized, as President, to designate certain individuals as agents of Knife River Corporation - Mountain West who shall be authorized, in the name and on behalf of Knife River Corporation - Mountain West, to execute and deliver construction contracts, subcontracts, agreements, documents, and other instruments with governmental authorities (federal, state, county, or local), with general contractors or subcontractors, and with private parties.

I hereby designate each of the following individual(s) an agent of Knife River Corporation - Mountain West, and each of them is authorized and empowered to execute and deliver documents, including but limited to, construction contracts, subcontracts, prime contractor proposals, subcontractor proposals, competitive bids for projects, price quotations or bids for materials, lien releases, and other related agreements, documents, and instruments with governmental authorities (federal, state, county, or local), with general contractors or subcontractors, and with private parties, in the name and on behalf of Knife River Corporation - Mountain West:

Norm Avery
Jim Lauteren
David Midtlyng
Jessee Rosin

This authorization letter is effective and in full force and effect, until modified.

Sincerely,



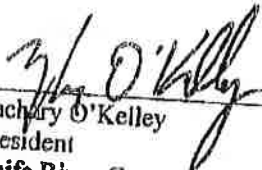
Zachary O'Kelley
President

Knife River Corporation - Mountain West

STATE OF IDAHO

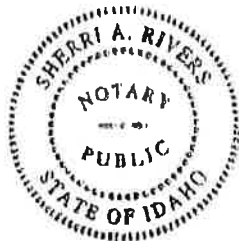
COUNTY OF ADA

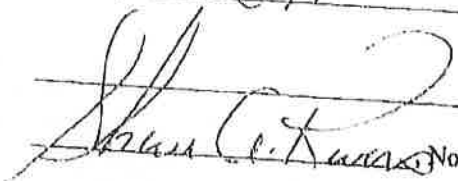
Zachary O'Kelley, being first duly sworn, deposes and says that he is the President for Knife River Corporation – Mountain West; that the execution of this instrument is the act and deed of the Corporation, that he has read the foregoing document and knows the contents thereof, and that the statements herein are true.



Zachary O'Kelley
President
Knife River Corporation – Mountain West

Subscribed and sworn to before me on March 14th, 2018.





Notary Public
Ada County, Idaho

My commission expires: 7/22/2019

NOTICE OF AWARD

for

**HARRIS RANCH COMMUNITY INFRASTRUCTURE DISTRICT NO. 1 –
DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO. 11
AND STORMWATER POND IMPROVEMENTS**

TO: KNIFE RIVER CORPORATION – MOUNTAIN WEST

OWNER'S PROJECT NO.: 18008

You are notified that your Bid dated October 1, 2019 for the Project has been considered. You are the successful bidder for the Project and have been awarded the contract.

The lump-sum price for the Project is, as follows:

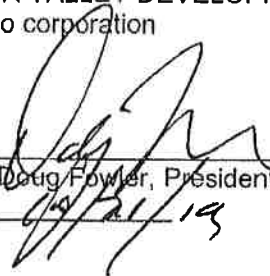
TOTAL LUMP SUM PRICE: \$5,953,346.30

Two (2) sets of the drawings will be delivered separately or otherwise made available to you immediately.

ACCEPTANCE OF AWARD:


OWNER:

BARBER VALLEY DEVELOPMENT, INC.,
an Idaho corporation

By: 
Date: 10/21/19

CONTRACTOR:

KNIFE RIVER CORPORATION -
MOUNTAIN WEST,
an Oregon corporation

By: 
Date: 10.24.19

Dallas Harris Estates Townhomes Subdivision No. 11 and Storm Water Pond Improvements

Project Completion Date: March 24, 2021

Vendor	Total Paid
Knife River	\$ 3,987,604.68
RiveRidge	\$ 28,680.00
Total	\$ 4,016,284.68

CONSTRUCTION CONTRACT
(WITH GENERAL CONDITIONS)

for

**HARRIS RANCH COMMUNITY INFRASTRUCTURE DISTRICT NO. 1 –
DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO. 11
AND STORMWATER POND IMPROVEMENTS**

Dated:

October 24, 2019

between

Barber Valley Development, Inc.

and

Knife River Corporation – Mountain West

CONSTRUCTION CONTRACT
(WITH GENERAL CONDITIONS)

for

**HARRIS RANCH COMMUNITY INFRASTRUCTURE DISTRICT NO. 1 –
DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO. 11
AND STORMWATER POND IMPROVEMENTS**

This CONSTRUCTION CONTRACT (WITH GENERAL CONDITIONS) FOR HARRIS RANCH COMMUNITY INFRASTRUCTURE DISTRICT NO. 1 – DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO. 11 AND STORMWATER POND IMPROVEMENTS (this "Contract") is made and entered into this 24th day of October, 2019, by and between Barber Valley Development, Inc., an Idaho corporation ("Owner") and Knife River Corporation – Mountain West, an Oregon corporation ("Contractor").

ARTICLE I
GENERAL TERMS

1.01 Contract Documents. The "Contract Documents" consist of this Contract and the following documents as set forth on the table of contents of the "Project Manual" (defined below), each of which are incorporated herein by reference:

1.0: Bidding Information and Bidder's Proposal

- A. Notice of Advertisement to Bid and Instructions to Bidders;
- B. Addenda to Notice of Advertisement to Bid and Instructions to Bidders (if any);
- C. Bidder's Proposal;
- D. Bid Schedule;
- E. Contractor's Schedule of Values;
- F. Supplemental Equipment Rate Schedule;
- G. Bidder's Schedule Letter;
- H. Bidder's Field Organization Chart;
- I. Bidder's List of Subcontractors; and
- J. Bid Bond.

2.0: Additional Contract Documents

- A. [intentionally omitted];
- B. Form of Notice of Award;
- C. Form of Notice to Proceed;
- D. Payment Bond;
- E. Performance Bond;
- F. Dual Obligatee Rider (If Required);
- G. Form of Contract Change Order;
- H. Form of Materials Lien Waiver;
- I. Form of Subcontractor's Lien Waiver;
- J. Form of Application for Payment;
- K. Form of Certificate for Substantial Completion; and
- L. Form of Contractor's Project Certification

3.0: Technical Specifications for All Improvements (the "Specifications")

4.0: Plans Approved for Construction by City of Boise City, Ada County Highway District, and Suez Water (the "Drawings" or "Plans")

The Contract Documents shall further include all Change Orders (defined below) issued and accepted by Owner in writing after the execution of this Contract. These form the agreement between the parties, and all are fully a part of the agreement as if attached to this Contract or repeated herein. The "Project Manual" is the bound documentary information prepared for bidding and constructing the Work, as described in this Paragraph 1.01.

1.02 Contract Sum. Contractor agrees to provide all labor, materials, supervision, equipment, machinery, tools, facilities, services, employee training and testing, scaffolding, hoisting facilities, shop drawings, storage and testing, security, transportation, disposal, the securing of all field dimensions necessary or required, cutting or patching of existing materials, permits and agreements and any other items necessary to timely and fully complete the entire construction required to be provided under the Contract Documents (hereinafter referred to as the "Work" or "Project") at real property located within Harris Ranch CID No. 1 and generally in the areas near the real property that is or shall be platted as Dallas Harris Estates Townhomes Subdivision No. 11, located within portions of Section 19 and 29 of Township 3 North, Range 3 East, Boise Meridian, Boise, Ada County, Idaho (hereinafter referred to as the "Premises" or "Site").

The Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

Owner agrees to pay Contractor (according to the terms and on the schedule identified in this Contract), for the complete and proper performance of the Work required by this Contract, the sum of **Five Million Nine Hundred Fifty Three Thousand Three Hundred Forty Six and 30/100 Dollars (\$5,953,346.30)** inclusive of the applicable sales tax on all taxable items ("Contract Sum").

Contractor acknowledges and agrees that Owner reserves the right to remove from the Project those items represented by items 14 through 27 of the Schedule of Values and may do so unilaterally with written notice to the winning Bidder. In such event, the Contract Sum will be reduced in accordance with such removal.

Without limitation, Contractor is responsible for all of the following charges and each shall be deemed included within the Contract Sum:

- (a) Permits, Fees, Notices, and Compliance with Other Laws. Contractor shall, unless specified to the contrary in the Project Manual, secure and pay for all governmental fees and licenses necessary for the proper execution and completion of the Work or required to be obtained by a general contractor by the local jurisdiction in which the Work is to be performed. All assessments or inspection fees as may be imposed by any municipal agency or utility company shall be paid by Contractor.
- (b) Employee Costs. Contractor is responsible for paying payroll costs for employees in the employ of Contractor, including, but not limited to, salaries and wages plus the costs of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above.
- (c) Materials. Contractor shall pay the cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments,

in which case the cash discounts shall accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

- (d) Subcontractor and Consultants. Payments made by Contractor to subcontractors for Work performed by subcontractors. Costs of special consultants employed by Contractor for services specifically related to the Work, including, but not limited to, engineers, architects, testing laboratories, surveyors, attorneys, and accountants.
- (e) Taxes. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with such laws and regulations as may be applicable to the Project during the performance of the Work.
- (f) Charges for Patents or Processes. Contractor agrees to pay all fees, royalties, and claims for any patented invention, device, article, method, arrangement, copyright, trademark, or service mark that may be used upon or in any manner connected with the performance of the Work or any part thereof. Contractor shall forever save and hold harmless and fully indemnify Owner and its agents from all liabilities, damages, claims, recoveries, costs, and expenses (including attorney's fees) that may at any time arise as a result of any alleged infringement of any patent, copyright, trademark, or service mark in consequence of the installation or use of an item, method, process, or arrangement in the performance of the Work.

1.03 Commencement and Completion. Contractor shall commence performance of the Work after receipt of Notice to Proceed from Owner of the form attached as Item 2.0.C to the Project Documents and upon completion of all necessary pre-construction meetings with any governmental entity having jurisdiction (the "**Contract Commencement Date**"). Contractor shall thereafter diligently prosecute the Work.

- (a) No Site Disturbance Prior to Contract Commencement Date. With the sole exception of inspections prior to the Contract Commencement Date that are authorized by Owner or Owner's Representative, no site disturbance shall occur at the Site prior to the date on which the "Contract Time" (defined below) commences to run. "**Contract Time**," as used herein, shall mean the time period for Contractor's Final Completion of the Work provided in this Paragraph, beginning with the Contract Commencement Date and including any extensions of such time periods pursuant to Paragraph 8.01.

Contractor shall receive written authorization from Owner prior to commencing any portion of the Project associated with items 14 through 27 of the Schedule of Values.

- (b) Substantial Completion. Contractor shall achieve Substantial Completion of the components of the Work by **June 26, 2020** subject to adjustments of the Contract Time as provided in Paragraph 8.01.

"**Substantial Completion**," as used herein, shall mean the completion of the Work in accordance with the Contract Documents, subject to certain minor finishing items or adjustments required to be made by Contractor and at such time as the Work can be safely used or occupied by the public for its intended purpose (despite some items remaining incomplete), accepted by Ada County Highway District ("**ACHD**") (as applicable), and provided that Contractor has obtained and delivered to Owner all permits and other consents from all governmental authorities, if any, that are required with respect to the Work.

Notwithstanding anything to the contrary contained herein, Owner and Contractor agree that Substantial Completion will only be extended by (i) acts of God, (ii) war, (iii) delays

caused by ACHD, (iv) unreasonable delays caused by utilities, (v) or inclement weather. Any other request for extensions of time must be approved in writing by Owner.

- (c) Final Completion. Final Completion of the Work shall occur by **July 24, 2020**, subject to adjustments of the Contract Time by Change Orders approved in writing by Owner.

"**Final Completion**" shall occur when all punch list items and any portion of the Work incomplete at the time of Substantial Completion have been completed in accordance with the requirements of the Contract Documents and to the satisfaction of Owner.

Owner shall certify the dates of Substantial Completion and Final Completion of the Work. Time is of the essence with respect to the Contract Documents and all obligations thereunder. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as Owner and Contractor may agree in writing.

1.04 Owner's Representative; Engineer. For purposes of this Contract, "Owner's Representative" and "Engineer" shall refer to RiveRidge Engineering, Inc.

ARTICLE II

GENERAL REQUIREMENTS OF CONTRACTOR AND OWNER

2.01 Contractor's Requirements. Contractor accepts the relationship of trust and confidence established between it and Owner under this Contract and agrees, represents, and/or warrants, as follows:

- (a) Financially Solvent. Contractor (and its subcontractors) are financially solvent, able to pay all debts as they mature, and possessed of sufficient working capital to complete the Work and perform all obligations hereunder;
- (b) Authority. Contractor is authorized to do business in the State of Idaho and is properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over Contractor and over the Work and the Project;
- (c) Work Free of Liens. Contractor agrees to faithfully and fully perform the terms of this Contract, and shall complete the Work free and clear of all liens. Contractor will provide prompt written notice of actual and prospective claims of any liens or charges known to Contractor.
- (d) Best Quality. All materials and equipment supplied as part of the work shall be new and all workmanship shall be of the best quality in strict accordance with this Contract. Contractor shall make no substitution of materials unless approved in advance, in writing, by Owner or its agent and in accordance with Paragraph 3.05. If required by Owner or its agent, Contractor shall furnish satisfactory evidence as to the kind and quality of materials used in the Work, including, whenever requested, sample of such materials.
- (e) Superintendent. Contractor shall designate a project superintendent to be approved by Owner. Said superintendent will remain with the Project until Final Completion. The superintendent shall represent Contractor, and communications given to the superintendent shall be as binding as if given to Contractor. Contractor shall not change the superintendent without Owner's consent, which consent shall not be unreasonably withheld or delayed.
- (f) Contractor Employees. Contractor shall, at all times during the progress of the Work, employ enough skilled workmen and have on hand and maintain an adequate supply of materials and equipment to complete the Work in accordance with the time schedule.

The key members of Contractor's staff shall be persons agreed upon with Owner. Such key members of Contractor's staff shall not be changed without the written consent of Owner, unless such person becomes unable to perform any required duties due to death, disability, transfer, or termination of employment with Contractor. If a key member is no longer capable of performing, Owner and Contractor shall agree on a mutually acceptable substitute.

- (g) Subcontractors. Contractor has notified Owner in connection with the bidding process (on Item 1.0.J of the Contract Documents) of the names of any subcontractors whom Contractor intends to use on any or all parts of the Work. Contractor shall not employ any subcontractor, supplier, or other individual or entity, whether initially or as a replacement, against whom Owner may have a reasonable objection. Contractor agrees that it is fully responsible for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by such subcontractors as Contractor is for the acts and omissions of a person directly employed by Contractor. Contractor shall require all subcontractors, suppliers, and other individuals or entities performing or furnishing any of the Work to communicate with Owner's Representative through Contractor. All work performed by a subcontractor or supplier for Contractor will be pursuant to an appropriate agreement that specifically binds the subcontractor or supplier to the applicable terms and conditions of the Contract Documents. Subcontractors whose work is unsatisfactory to Owner or Owner's Representative, or are considered by Owner or Owner's Representative to be careless, incompetent, unskilled, or otherwise objectionable shall be dismissed from work under the Contract upon written notice by Owner or Owner's Representative.
- (h) Review of Site. Without limiting Paragraph 2.02(b) hereof, Contractor has satisfied itself, by its own independent investigation and study prior to submitting a bid for the Work, regarding all the conditions affecting the Site of the Work to be done and materials to be furnished; the meaning, intention, and sufficiency of the plans and specifications; and the conditions under which the Work is to be done; and has executed this Contract based solely on such investigation, study, and determination made by it, and not in reliance upon any representation by Owner or by anyone acting for or on behalf of Owner.
- (i) Review of Contract Documents. Before undertaking each part of the Work, Contractor has studied and compared the Contract Documents and checked and verified pertinent figures therein and applicable field measurements. Contractor shall promptly report in writing to Owner or Owner's Representative any conflict, error, ambiguity, or discrepancy that Contractor discovers or has actual knowledge of, and shall obtain a written interpretation from Owner's Representative before proceeding with any work affected thereby. **If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and any applicable law or regulation, standard, specification, manual, code, or instruction of any supplier, Contractor shall promptly report it to Owner's Representative in writing. Contractor will not proceed with the Work affected thereby (except in case of emergency) until Owner's Representative has responded to such discovery.**
- (j) Emergencies. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Owner and Owner's Representative prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Owner determines that a change in the Contract Documents is required because of action taken by Contractor in response to such an emergency, a Change Order will be issued.

- (k) Cooperation with Owner re: Livestock. Contractor acknowledges that certain cattle and other livestock may be kept in areas nearby or adjacent to the Site. Contractor agrees to coordinate with Owner to ensure that issues associated with such animals are adequately addressed, including ensuring that fencing closures are maintained.

2.02 Owner's Requirements.

- (a) Availability of Lands. Owner shall furnish the Site. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials or equipment.
- (b) Studies; Reference Points. No construction surveys are provided by Owner. Contractor will be provided with a copy of a geotechnical evaluation provided by ALLWEST Testing & Engineering, dated February 19, 2019, reference ALLWEST Project No. 519-028G). Owner makes no representations or warranties with regard to such data, which is subject to Contractor's independent review, investigation, and confirmation. Without limiting Section 01050 of the Specifications, Owner shall provide reference points for construction that in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer and Owner's Representative whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel at Contractor's sole cost and expense.

ARTICLE III

REQUIREMENTS PRIOR TO AND AT COMMENCEMENT OF CONSTRUCTION

3.01 Preliminary Exchanges.

- (a) Bonds. Contractor shall obtain and furnish performance and payment bonds, each in an amount equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. All bonds shall be in the form attached as **Items 2.0.D and 2.0.E** to the Project Documents. Such bonds shall be executed by sureties acceptable to Owner, in Owner's reasonable discretion. Contractor shall deliver to Owner such bonds as Contractor may be required to furnish at the time Contractor delivers the executed counterpart of this Contract to Owner. These bonds shall remain in effect until two years after the date when final payment becomes due.

If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in the State of Idaho, Contractor shall promptly notify Owner and shall, within 20 days after the event giving rise to such notification, provide another acceptable bond and surety.

- (b) Evidence of Insurance. Before any Work at the Site is started, Contractor shall deliver to Owner certificates of insurance (and other evidence of insurance that either party or any additional insured may reasonably request) that Contractor is required to provide and maintain in accordance with this Contract.
- (c) Copies. Owner shall furnish Contractor up to two printed or hard copies of the Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

3.02 Preconstruction Conference. Without limiting Section 01200 of the Specifications, before any Work at the Site is started, a conference attended by Owner, Owner's Representative,

Engineer, and any others identified by Owner will be held with Contractor to establish a working understanding among the parties and to discuss procedures and processes, including procedures for handling Shop Drawings and other submittals, processing applications for payment, and maintaining required records. Owner's Representative is designated to act on behalf of Owner in connection with the preconstruction conference. At such conference, Contractor shall designate, in writing, a specific individual to act as its authorized representative with regard to this Contract if said individual is anyone other than the superintendent approved by Owner.

3.03 Schedules. The schedules required pursuant to this Contract will be provided and reviewed in accordance with this Paragraph:

- (a) Preliminary Schedules. Within ten days of the effective date of this Agreement, Contractor shall prepare a "**Progress Schedule**" with any modifications from Item 1.0.G of the Bid Documents to be approved by Owner and Owner's Representative, in their sole but reasonable discretion. At such time, Contractor shall also provide a "**Schedule of Submittals**" (detailing required submittals and the time requirements to support scheduled performance of related construction activities) and the "**Schedule of Values**" (Item 1.0.E of the Bid Documents).
- (b) Initial Acceptance of Schedules. At least 10 days before submission of the first "**Application for Payment**" on the form attached as Item 2.0.J of the Bid Documents, Owner, Owner's Representative, Engineer and Contractor will meet to review the schedules identified in Paragraph 3.03(a). No progress payments will be made to Contractor until an acceptable Progress Schedule is submitted to Owner or Owner's Representative. Contractor's Progress Schedule will be acceptable to Owner if it provides an orderly progression of the Work to completion within the Contract Times. Contractor's Schedule of Submittals will be acceptable to Owner if it provides a workable arrangement for reviewing and processing the required submittals. Contractor's Schedule of Values will be acceptable to Owner if it conforms to Item 1.0.E of the Bid Documents. Upon acceptance, each of the above schedules become part of this Contract.
- (c) Weekly Meetings; Progress Schedule. Contractor shall adhere to the Progress Schedule and will meet weekly with Owner's Representative to address any issues encountered in the performance of the Work. In the event Contractor seeks to adjust the Progress Schedule, Contractor shall submit to Owner or Owner's Representative proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Proposed adjustments in the Progress Schedule that will change the Contract Times may only be made by a Change Order and must be approved by Owner.
- (d) Delay. If Contractor is behind the Schedule to such an extent that Contractor will be unable to meet the Substantial Completion date or any major milestone dates listed in the Schedule, Contractor shall employ such additional forces, obtain such additional equipment, employ such additional supervision, and pay such additional overtime wages as may be required to place the progress of the Work back on schedule in accordance with the Schedule, all at Contractor's expense. Failure to do so within five (5) days following written demand therefor shall constitute a default by Contractor hereunder.

3.04 Shop Drawings and Samples. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval by Owner's Representative in accordance with the accepted Schedule of Submittals. For purposes of this Contract, "Shop Drawings" include all drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. For purposes of this Contract, "Samples" include physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

Each submittal will be identified as Engineer may require.

(a) Shop Drawings:

- (i) *Submit number of copies specified in the Specifications.*
- (ii) *Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 3.04(e).*

(b) Samples:

- (i) *Submit number of Samples specified in the Specifications.*
- (ii) *Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 3.04(e).*

(c) Expense of Contractor. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed in connection with Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

(d) Submittal Procedures. Before submitting each Shop Drawing or Sample, Contractor shall have:

- (i) *reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;*
- (ii) *determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;*
- (iii) *determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and*
- (iv) *determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.*

Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.

With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be by written communication separate from the Shop Drawings or Sample submittal. In addition, Contractor shall include a specific notation of each such variation on each Shop Drawing or Sample submitted to Engineer for review and approval.

(e) Engineer's Review. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review

and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

Engineer's review and Owner's Representative's approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

Engineer's review and Owner's Representative's approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 3.04(d) and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of this Paragraph 3.04(d).

- (f) Resubmittal Procedures. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

3.05 Substitutes and "Or-Equals". Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other suppliers may be submitted to Engineer and Owner for review under the circumstances described below.

- (a) "Or-Equal" Items. If an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's discretion and with approval of Owner, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items.

For the purposes of this Paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:

- (i) *in the exercise of reasonable judgment Engineer determines that: (i) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics; (ii) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole; and (iii) it has a proven record of performance and availability of responsive service;*
- (ii) *Contractor certifies that, if approved and incorporated into the Work: (i) there will be no increase in cost to Owner or increase in Contract Times; and (ii) it will conform substantially to the detailed requirements of the item named in the Contract Documents; and*
- (iii) *Owner agrees to the "or-equal" item.*

- (b) Substitute Items. If an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item, it will be considered a proposed substitute item. Contractor shall submit sufficient information as provided below to allow Engineer to determine (with Owner and Owner's Representative's approval) if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.

Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

- (i) *shall certify that the proposed substitute item will (i) perform adequately the functions and achieve the results called for by the general design, (ii) be similar in substance to that specified, and (iii) be suited to the same use as that specified;*
 - (ii) *will state: (i) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time; (ii) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and (iii) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;*
 - (iii) *will identify: (i) all variations of the proposed substitute item from that specified, and (ii) available engineering, sales, maintenance, repair, and replacement services; and*
 - (iv) *shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.*
- (c) Substitute Construction Methods or Procedures. If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, with Owner or Owner's Representative's approval, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents.
- (d) Special Guarantee. Owner, Owner's Representative, or Engineer may require Contractor to furnish, at Contractor's expense, a special performance guarantee or other surety with respect to any substitute.
- (e) Reimbursement. Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute and for any required changes in the Contract Documents to permit a substitute. Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's sole expense.

ARTICLE IV

CONTRACTOR OVERSIGHT, SUBCONTRACT, AND SAFETY REQUIREMENTS

4.01 Supervision and Construction Oversight by Contractor. Without limiting any other requirements imposed in this Contract, Contractor shall supervise and direct the Work, using its best skill and attention. All Work performed by Contractor shall be under the direction of a competent supervisor on the Premises employed by Contractor. Contractor shall provide, at Contractor's sole cost, a job trailer that will remain at the Site until Substantial Completion. Contractor shall be solely responsible for all construction means, methods, techniques, sequences and procedures, and for coordinating all portions of

the Work under this Contract and following any special considerations specified by Owner in conformance with the Scope of Work.

In addition to the foregoing and those items set forth in Article II hereof:

- (a) Compliance with Laws. Contractor shall, at its expense, give all necessary notices and cause all work done and materials and equipment furnished pursuant to the Contract Documents to comply strictly with all applicable local, state and federal laws, ordinances, rules, regulations, codes and orders (hereinafter referred to collectively as "**Legal Requirements**"). Further, Contractor covenants and warrants that it shall observe and comply strictly with all Legal Requirements in connection with the performance of the Work or otherwise. Contractor also shall take and observe all necessary measures and precautions for the safety and protection of all property and persons in connection with the performance of the Work. The Work shall be done, furnished and performed to the satisfaction of Owner and any governmental or other authorities concerned and their respective representatives, at all times, shall have access to the Work for any lawful purpose, including inspection.
- (i) *Contractor and Owner shall file the Environmental Protection Agency (EPA) Construction General Permit (CGP) separately. Contractor will file a Notice of Intent (NOI) and develop and implement an approved Storm Water Pollution Prevention Plan (SWPPP) prior to commencement or construction, and Contractor shall not file a Notice of Termination (NOT) with the EPA until authorized in writing by Owner. Authorization for Contractor to file the NOT will be granted by Owner when the area subject to the CGP has achieved final stabilization as defined in the CGP. Contractor shall pay all fees and costs associated with such permitting.*
- (b) Discipline and Good Order. Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ on the Work any unfit person or anyone nonskilled in the task assigned to him. Contractor shall be solely responsible for the care, custody, control, and direction of all persons performing the Work, and shall have sole responsibility for the employment, discharge, and direction of such persons. Contractor shall not permit condone, or tolerate the use of alcohol or illegal drugs or controlled substances on the Site during working hours, including breaks or meal periods.
- (c) Use of Site. Contractor shall confine construction equipment, storage of materials and equipment, and the operations of workers to the Site and other areas permitted by law, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.
- (d) Maintenance of Site. Contractor shall clean up the Premises related to the Work in a thorough and workmanlike manner to the satisfaction of Owner and Owner's Representative wherever necessary during the progress of the Work and when requested by Owner or Owner's Representative. Contractor shall take all necessary precautions to keep the Premises free of safety hazards and shall protect all materials, equipment, and completed (or partially completed) Work from loss and damage, including theft and damage by weather and shall correct any damage or disfigurement to contiguous property resulting from the Work. Contractor acknowledges the dangers of uncontrolled fire on the Site and shall not permit the burning of any materials on Site without permission of Owner. Prior to Substantial Completion of the Work, Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work, Contractor shall remove from the Site all tools, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

- (e) Safety. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work, and shall provide necessary protection to prevent damage, injury, or loss to all persons on the Site or who may be affected by the Work, all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of construction. Contractor shall comply with all applicable laws and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss. Vehicles shall be operated and maintained in a safe condition. Equipment shall only be operated by properly trained personnel. Excavations shall not be left overnight without proper barricades and satisfactory warning devices.
- (f) Emergencies. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Owner and Owner's Representative prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Owner determines in Owner's sole but reasonable discretion, that a change in the Contract Documents is required because of action taken by Contractor in response to such an emergency, a Change Order will be issued.

4.02 Subcontracts.

- (a) Prior to commencement of the Work, Contractor shall furnish Owner with any updates to Contractor's List of Subcontractors (Item 1.0.I of the Contract Documents). If requested by Owner, Contractor will furnish Owner with a copy of all written agreements (including subcontracts and purchase orders) therefor and the terms of all verbal agreements therefor.
- (b) If applicable, all subcontracts shall contain unit prices and any other feasible formula for use in the determination of the cost of changes in the Work.
- (c) Contractor agrees to hold all subcontractors, including all persons directly or indirectly employed by them, responsible for any damages due to breach of contract or any negligent act and to diligently endeavor to effect recoveries of such damages.
- (d) Owner shall be deemed to be a third party beneficiary of each subcontract and may, if Owner elects, require (following Contractor's default under this Contract or Owner's termination of this Contract) that the subcontractor perform all of the then unperformed duties and obligations of such subcontractor thereunder for the benefit of Owner (rather than Contractor); however, in the event that Owner requires any such performance by a subcontractor for the direct benefit of Owner, then Owner shall be bound and obligated to pay such subcontractor for all work done by such subcontractor (1) to date (to-wit: the reasonable value of that portion of the subcontract performed by such subcontractor) and (2) subsequent to the date that Owner elects to invoke such rights. Owner's liability in this connection, however, is not to exceed the amount obtained by subtracting from the subcontract price the total of all sums paid by Contractor to Subcontractor prior to Owner invoking its rights hereunder with respect to direct performance by subcontractor for Owner. In the event that Owner elects to invoke such rights, Owner shall give written notice of such election to Contractor and such subcontractor.

4.03 Quality Control. Contractor agrees to provide quality control and process control testing following the Idaho Standards for Public Works Construction, 2015, and as further described in Section 01400 of the Specifications.

ARTICLE V
SITE CONDITIONS AND RELATED ISSUES

5.01 Differing Subsurface or Physical Conditions. As provided in Paragraph 2.01(h), above, Contractor has acquainted itself with all existing conditions and limitations affecting the Work, including, without limitation, all property lines, utility locations, existing improvements, elevations, and Site and local conditions, as applicable to the Work. Claims for additional compensation or extensions of time because of the failure of Contractor to familiarize itself with conditions at the Site will not be allowed.

It is not intended by this provision to preclude claims for additional compensation or extension of time for conditions that would not reasonably be foreseen from a diligent inspection of the Site and review of all Site tests and studies in the possession of Contractor. If conditions are encountered by Contractor at the Site which are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then notice shall be given to Owner promptly before the conditions are disturbed and in no event later than three (3) days after first observance of the conditions. Owner will promptly investigate such conditions and, if they differ materially and cause an increase or decrease in Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If Owner determines that there are conditions at the Site as described above, and that no change in the terms of the Contract Documents is justified, Owner shall so notify Contractor in writing, stating the reasons therefor. Claims by Contractor in opposition to such determination must be made within twenty-one (21) days after Owner has given notice of the decision.

No adjustment in the Contract Time or Contract Sum shall be permitted, however, in connection with a concealed or unknown condition which does not differ materially from those conditions disclosed or which reasonably should have been disclosed by (a) Contractor's inspections, tests, reviews and preconstruction services for this Project, including any tests made by or in the possession of Contractor, or (b) inspections, tests, reviews and preconstruction services that Contractor negligently failed to request in connection with the Project. Nor shall an adjustment be permitted if: (a) Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under this Contract; or (b) the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas; or (c) Contractor failed to give the written notice as required by this Paragraph.

5.02 Underground Facilities. "Underground Facilities" include all underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

With regard to such Underground Facilities, the parties agree, as follows:

- (a) **Shown or Indicated Underground Facilities.** The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Neither Owner nor Engineer shall be responsible for the accuracy or completeness of any such information or data provided by others; and the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for: (a) reviewing and checking all such information and data; (b) locating all Underground Facilities shown or indicated in the Contract Documents; (c) coordination of the Work with the owners of such Underground Facilities, including Owner, during construction; and (d) the safety and protection of all such Underground Facilities and repairing any damage thereto resulting

from the Work

- (b) Not Shown or Indicated Underground Facilities. If an Underground Facility is uncovered or revealed at or contiguous to the Site that was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 4.01 (f)) identify the owner of such Underground Facility and give written notice to that owner and to Owner's Representative and Engineer. Engineer will promptly review the Underground Facility and, in consultation with Owner, determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility. If Engineer, in consultation and with approval of Owner, concludes that a change in the Contract Documents is required, a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated.

5.03 Hazardous Environmental Conditions at Site. For purposes of this Contract, a "Hazardous Environmental Condition" shall include the presence at the Site of asbestos, polychlorinated biphenyls, petroleum (including crude oil or any fraction thereof that is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, and oil mixed with other non "Hazardous Waste" (as defined in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time) Hazardous Waste, or radioactive material (source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time) in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.

- (a) Reports or Drawings. No Hazardous Environmental Conditions have been identified at the Site and no reports or drawings related to Hazardous Environmental Conditions have been provided by Owner.
- (b) Contractor Responsibility. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Contractor's subcontractors or suppliers, or anyone else for whom Contractor is responsible.
- (c) Encountered Hazardous Environmental Conditions. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 4.01 (f)); and (iii) notify Owner's Representative and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer or Owner's Representative concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer or Owner's Representative, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by this Paragraph.

Contractor shall not be required to resume Work in connection with such condition or in

any affected area until after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely.

If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. Owner may have such deleted portion of the Work performed by Owner's own forces or others.

- (d) Indemnification. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Contractor's subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner, Owner's Representative, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

The provisions of Paragraphs 5.01 and 5.02 above do not apply to Hazardous Environmental Conditions uncovered or revealed at the Site.

ARTICLE VI

RISK OF LOSS; INSURANCE; INDEMNIFICATION

6.01 Risk of Loss. Until such time as the Completion Date has been reached, all punch-list items have been accomplished, Contractor bears all risk of loss related to the Work constructed pursuant to this Agreement. Contractor shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof and shall be written on a Builder's Risk "all-risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of any laws or regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by Owner. Such policies shall include expenses incurred in the repair or replacement of any insured property (including, but not limited to, fees and charges of engineers and architects). Such policies shall cover materials and equipment stored at the Site or at another location designated by Contractor. Such policies shall allow for partial utilization of the Work by Owner and shall include testing and startup. All such policies shall be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner and Contractor.

6.02 Other Contractor Insurance. Contractor shall purchase, at its sole cost and expense, from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Site is located such insurance as will protect Contractor from claims set forth below that arise out of or result from Contractor's operations under the Contract and for which Contractor may be legally liable, whether such operations be by Contractor or by a subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable: (i) claims under workers' compensation, disability benefits, and other similar employee benefit acts; (ii) claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees; (iii) claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees; (iv) claims for damages insured by reasonably available personal injury liability coverage which are sustained: (1) by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or (2) by any other person for any other reason; (v) claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and (vi) claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

The insurance required by this Paragraph shall be written for not less than the limits of liability specified in **Exhibit A** or required by law, whichever is greater. The policies of insurance required by this Paragraph shall:

- (a) With respect to insurance required by (iii) through (vi) inclusive, be written on an occurrence basis, include as "**Additional Insureds**" (subject to any customary exclusion regarding professional liability) Owner, Owner's Representative, Engineer, LeNir Ltd., the Harris Family Limited Partnership, and ACHD, and include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;
- (b) include at least the specific coverages and be written for not less than the limits of liability provided in **Exhibit A** or required by laws, whichever is greater;
- (c) include contractual liability insurance covering Contractor's indemnity obligations under Paragraph 6.05;
- (d) contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other Additional Insured;
- (e) remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work; and
- (f) include completed operations coverage: (i) Such insurance shall remain in effect for two years after final payment; and (ii) Contractor shall furnish Owner and each other Additional Insured evidence satisfactory to Owner and any such Additional Insured of continuation of such insurance at final payment and two (2) years thereafter.

Certificates of insurance for all policies required under this Article that are acceptable to Owner shall be filed with Owner prior to commencement of the Work. These certificates and the insurance policies required by this Paragraph shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to Owner. If any of the foregoing insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment.

The insurance and insurance limits required herein shall not be deemed a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

6.03 [intentionally omitted].

6.04 General Insurance Provisions.

- (a) Waiver of Rights. Owner and Contractor intend that all policies purchased in accordance with Paragraph 6.01 and 6.02 will protect Owner, Owner's Representative, Contractor, subcontractors, and Engineer, and all Additional Insureds (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or loss payees thereunder.

Owner and Contractor waive all rights against each other and their respective officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against subcontractors and Engineer, and all other individuals or entities identified as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.

- (b) Receipt and Application of Insurance Proceeds. Any insured loss under the policies required under this Contract will be adjusted with Owner and made payable to Owner as fiduciary for the loss payees, as their interests may appear, subject to the requirements of any applicable mortgage clause. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.

Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers.

6.05 Indemnification. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and defend Owner, Owner's Representative, Engineer, LeNir Ltd., the Harris Family Limited Partnership, and ACHD from any and all claims by third persons arising out of the performance of the Contract, including their respective agents, officers, directors, and employees (collectively, the "Indemnitees") (with counsel satisfactory to Owner) and hold Indemnitees harmless from all liability claims, demands, causes of action and costs of every kind and nature, including attorneys' fees, arising out of injury to, or death of, persons (including Contractor's and any Subcontractor's employees), and damage to any and all property, including loss of use thereof, occurring incident to or resulting wholly or in part from, directly or indirectly, any negligent or willful act or omission by Contractor in connection with or growing out of the Contract Documents or the performance by Contractor of the Work. The indemnification obligation of Contractor under this Paragraph shall include damage wrongfully caused by Contractor to the Work or property of Owner, Contractor shall promptly remedy any damage wrongfully

caused by Contractor to a separate contractor or property of any separate contractor. Contractor shall promptly attempt to settle any such disputes.

Contractor hereby releases and discharges the Indemnitees from liability for, and assumes the risk of loss of or damage to, equipment or other property of Contractor, and hereby indemnifies the Indemnitees against all claims and liabilities for loss of or damage to equipment or other property of third parties leased or otherwise used by Contractor and tools or other property owned by or in the custody of Contractor's employees. Contractor's indemnity obligations under this Article shall, but not by way of limitation, specifically include all claims and judgments which may be made against the indemnitees under OSHA, similar laws of the state or other governmental body having jurisdiction, and further, against claims and judgments arising from violation of public ordinances and requirements of governing authorities due to Contractor's or Subcontractor's method of execution of the Work.

The indemnification obligations of Contractor under this Paragraph shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants, and subcontractors arising out of: (1) the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or (2) giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

ARTICLE VII **PAYMENT**

7.01 Manner of Payment and Right to Retain.

- (a) Application for Payment. Provided that an Application for Payment is received by Owner and Owner's Representative (which representative may be changed from time to time by written notice from Owner to Contractor) not later than the 25th day of the month, together with all supporting documentation as hereinafter required, Owner shall make payment to Contractor in the amount approved by Owner not later than the 15th day of the following month, less any amount that Owner is entitled to withhold pursuant to the provisions of Paragraph 7.02. Owner's Representative will observe the Work for the purpose of confirming completion in accordance with the Contract Documents. Owner's Representative is also authorized to give field instructions to Contractor.
- (b) Payment Period. The period covered by each Application for Payment shall be one (1) calendar month ending on the last day of the month. Each Application for Payment shall be based upon the approved Schedule of Values for all purposes.
- (c) Payment Amount. Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:
 - (i) *Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the Schedule of Values, less retainage of five percent (5%). Amounts not in dispute may be included even though the Contract Sum has not yet been adjusted by Change Order;*
 - (ii) *Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by Owner, suitably stored off the site at a location agreed upon in writing), less retainage of five percent (5%);*
 - (iii) *Subtract the aggregate of previous payments made by Owner; and*
 - (iv) *Subtract amounts, if any, for which Owner has withheld or nullified an Application for Payment.*

Subject to the risk of loss provisions of Paragraph 6.01, payment amounts may include other specialized equipment not yet installed. All such items must be secured and stored in accordance with manufacturer recommendations. As further provided in Paragraph 6.01, Contractor bears all risk of loss if such items are damaged, lost, stolen, or otherwise rendered unfit or unavailable for installation as part of the Work.

- (d) Certification. In each Application for Payment, Contractor shall certify as to subcontractors and suppliers that there are no known mechanics or materialmen liens outstanding as of the date hereof, all due and payable bills with respect to the work have been paid to date or are included in the amount requested in the current Application for Payment, and, except for such bills not paid but so included, there is no known basis for the filing of any mechanics or materialmen liens on the Work and waivers from all subcontractors and materialmen for which payment was made from the last advance made by Owner have been obtained.

At the time that each Application for Payment is submitted by Owner to Contractor, Contractor shall furnish to Owner a partial release of Contractor's liens, in the form attached as Item 2.0.H of the Contract Documents, covering all sums due Contractor through the date of the current Application for Payment, which partial release shall be duly executed and acknowledged by Contractor.

Contractor, within ten (10) days after Contractor's receipt of each progress payment, shall deliver to Owner partial releases of mechanic's and materialman's liens for all subcontractors and suppliers providing labor and/or materials to the Work, in the form attached as Item 2.0.I to the Contract Documents. Owner reserves the right to issue joint checks to Contractor and any Subcontractor or supplier and receive a credit against the applicable payment to Contractor.

- (e) Final Payment. Final payment, constituting the entire unpaid balance of the Contract Price, shall be paid by Owner to Contractor by the 15th of the month following submission of the final Application for Payment, provided: (1) the Application for Payment is submitted by the 25th day of the preceding month; (2) the Work has been completed and the Contract fully performed; and (3) a Certificate of Substantial Completion of the form attached to the Contract Documents as Item 2.0.K has been issued by Owner. In addition, the following items must be satisfied: (1) receipt by Owner of a final lien release from all subcontractors and suppliers employed in furnishing labor or materials in connection with the Work, in the form attached to the Contract Documents as Item 2.0.I; (ii) Contractor's final release in the form attached to the Contract Documents as Item 2.0.I; and (iii) final inspection certificates and operating permits to the extent applicable.

- (f) Prevention of Liens. Provided that Contractor has been paid by Owner all sums due to Contractor pursuant to the Contract, Contractor shall not voluntarily permit any laborer's, materialmen's, mechanic's, or other similar liens to be filed or otherwise imposed on any part of the Work or the property on which the Work is performed. If any laborer's, materialmen's, mechanic's, or other similar lien or claim thereof is filed or otherwise imposed against the Property, Contractor, within thirty (30) days of the filing of such lien or other imposition thereof, shall cause such lien to be released or otherwise discharged, except as to liens that Contractor is contesting in good faith by appropriate action diligently pursued, provided Contractor has notified Owner of the nature of such lien and informed Owner of the type of action being pursued by Contractor and, if requested by Owner, has provided Owner with a bond (satisfying the requirements of the Chapter 5 of Title 45 of Idaho Code) sufficient to cover such claim (or cause the surety to acknowledge in writing that the lien claim is covered by the payment bond) in the event Contractor is unsuccessful in contesting same or has made other arrangements satisfactory to Owner. If, however, Contractor, within the aforesaid thirty (30) day period, does not cause such lien either to be released and discharged forthwith or contests same in the manner

provided hereinabove, then Owner have the right to deduct 150% of the amount of the lien claim from the next progress payment until Contractor shall be caused such lien to be released and discharged or otherwise contested same in the manner provided hereinabove. Contractor shall indemnify, defend, and hold harmless Owner from all claims, losses, demands, causes of action or suits of whatever nature arising out of any such lien or that part of the Work covered thereby.

It is further agreed that all payments to Contractor from Owner shall be deemed to be and constitute a trust fund to be used and applied by Contractor first in payment for all materials, labor, and any and all other obligations incurred in connection with the Work prior to its use and application by Contractor for its own purposes, or for any other purpose.

- (g) Waiver. The acceptance of final payment by Contractor shall constitute a waiver of all claims by Contractor except those previously made in writing and still unsettled.

7.02 Owner's Right to Withhold. Any provision hereof to the contrary notwithstanding, Owner shall not be obligated to make any payment to Contractor hereunder if any one or more of the following conditions exists:

- (a) Contractor has failed to perform any of its material obligations hereunder or otherwise is materially in default under any of the Contract Documents; provided, however, that if such default may be cured by the payment of a liquidated sum of money, then such payment shall be made as to the part thereof not affected by such default and Owner shall retain the remainder of such payment until such default has been cured;
- (b) Any part of such payment is attributable to Work that is defective, not performed, or not performed in accordance with the Contract Documents;
- (c) Contractor has failed to make payments promptly to Contractor's subcontractors for material and labor used in the Work, except as to claims for payment for material or labor used in the Work the validity of which Contractor is contesting in good faith in accordance with Paragraph 7.01(f);
- (d) If Owner, in its good faith judgment, determines that the portion of the Contract Sum then remaining unpaid will not be sufficient to complete the Work in accordance with the Drawings and Specifications, whereupon no additional payments will be due Contractor unless and until Contractor, in its sole cost, performs a sufficient portion of the Work so that such portion of the Contract Sum then remaining unpaid is reasonably determined by Owner to be sufficient to so complete the Work. For purposes of making the aforesaid judgment, Owner may (but is not obligated to) rely on the Schedule of Values, showing Contractor's estimate of Contractor's Costs for each of the items or categories of items described therein.

When any reason for withholding payment has been remedied, payment will be made for amounts previously withheld, less any costs which Owner reasonably incurred as a consequence or circumstance that gave rise to the withholding of such payment.

No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the Work to which such partial payment relates or relieve Contractor of any of its obligations hereunder with respect thereto.

ARTICLE VIII

CHANGES IN THE WORK

8.01 Change Orders. Owner shall have the right at any time, by written change order provided by and signed by Owner, to make changes in any one or more of the following parts of the Contract:

- (a) the Drawing and Specifications; or
- (b) the scheduling of performance of all or any portion of the Work.

If, in Owner's discretion, any such changes cause an increase or decrease in the cost of, or the time required for, the performance of any part of the Work, an equitable adjustment will be made in the Contract Sum called for (based upon unit prices quoted, if applicable) or the Contract Time, or both, and this Contract shall be modified in writing accordingly by change order on the form identified on Item 2.0.G to the Contract Documents (each a "**Change Order**"). Any claim by Contractor for adjustment under this Paragraph must be submitted to Owner in writing within ten (10) days from the date of receipt by Contractor of notification of change. No Work identified on any proposed Change Order shall be commenced until Owner executes a written Change Order. Pending final determination of costs by Owner, payments shall be made on the portion of Contractor's Application for Payment approved by Owner.

Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including but not limited to, all direct and indirect costs associated with such change and any and all adjustments to the Contract Sum and the Contract Time. In the event a Change Order increases the Contract Sum, Contractor shall include the Work covered by such Change Orders in Applications for Payment as if such Work were originally part of the Contract Documents.

8.02 Non-Contractor Delays. Any delay or delays from time to time occurring, caused by Owner or as a result of fire, earthquake, adverse weather conditions not reasonably anticipated, or other acts of God or causes beyond the reasonable control of Contractor, including general labor disputes or unusual delays in transportation, shall not be attributed to Contractor, nor shall Owner be liable for any such delays, it being recognized that, from time to time, Contractor is confronted by delays beyond its control. Nevertheless, immediately after the cause of such delay or delays is removed, Contractor shall resume and continue performance in accordance with a mutually agreed upon revised schedule for the Work, with no additional increase in the Contract Sum. If a non-Contractor delay occurs, Contractor shall notify Owner of such delay within ten (10) days following the inception of such delay; otherwise, Contractor shall not be entitled to an extension of the Contract Time due to such delay. Contractor shall take all reasonable steps to avoid any delay. Contractor further acknowledges and agrees that adjustments in the Contract Time will be permitted for a delay only to the extent such delay (i) is not caused by Contractor and (ii) adversely affects the critical path of the Work. All delays in the Contract Time or the date of Substantial Completion or Final Completion must be approved in writing by Owner by a written Change Order.

ARTICLE IX

DEFAULT, TERMINATION, AND RELATED MATTERS

9.01 Termination without Cause. Owner may terminate this Contract at its convenience for any reason or no reason upon three (3) business day's written notice to Contractor. Such termination shall be effective in the manner specified in the notice and shall be without prejudice to any claims which Owner may have against Contractor. Upon termination where Contractor is not in default, as Contractor's sole remedy therefor, Contractor shall be entitled only to payment in the amount of (i) the Contract Sum prorated based on the percentage of Work completed and paid in accordance with Article VII, and (ii) reasonable demobilization expenses and any other cost reasonably incurred by Contractor in carrying out the activities requested by Owner in connection with Owner's termination of this Contract. On receipt of a notice of termination for cause or convenience, Contractor shall, unless the notice shall direct otherwise,

immediately discontinue Work, and the placing of orders for materials, facilities and supplies in connection with the performance of the Work and shall further, if requested, make every reasonable effort to procure the cancellation of any existing orders and subcontracts upon terms satisfactory to Owner. Contractor shall thereafter perform only such acts as may be necessary to preserve and protect Work already in progress, materials, plans or equipment, whether the same be located on the Project site or in transit thereto as directed by Owner.

9.02 Contractor's Default. If Contractor defaults or persistently fails or neglects to carry out the Work in accordance with the Contract Documents or fails to perform a provision of the Contract, Owner, after seven (7) day's written notice to Contractor, and without prejudice to any other right or remedy Owner may have, provided Contractor has not cured such default or failure within said seven (7) day period, may make good such deficiencies and may deduct the cost thereof, including compensation for Owner's services and expenses made necessary thereby, from the payment then or thereafter due Contractor.

- (a) In the case of an "emergency" (defined herein as any default, neglect or defect in or with respect to the Work endangering life and/or property damage in excess of \$10,000), Owner shall provide Contractor with written notice of such default, neglect or defect constituting such emergency, but Owner may immediately commence and continue correction of such emergency, without waiting for the expiration of the above-described notice and cure period.
- (b) In any case where Owner makes good any deficiencies as provided herein, an appropriate Change Order shall be issued deducting from payments then or thereafter due Contractor the cost of correcting such deficiencies, including compensation for any architect's and their respective consultants' additional services and expenses made necessary by such default, neglect, or failure. Such action by Owner and amounts charged to Contractor shall be reasonable and necessary. If payments then or thereafter due Contractor are not sufficient to cover such amounts, Contractor shall pay the difference to Owner. Alternatively, at Owner's option, Owner may terminate the Contract and take possession of the Site and remove all materials, equipment, tools and construction equipment and machinery thereon owned by Contractor (or require Contractor to immediately remove all such materials, equipment, tools and construction equipment and machinery from the Site) and Owner may finish (or cause another contractor to finish) the Work by whatever method Owner may deem expedient.
- (c) After termination by Owner pursuant to this Paragraph, Contractor shall not be entitled to any further payment under this Contract, except to the extent of any amount by which Work completed prior to such termination and not previously paid for by Owner exceeds the amount due by Contractor to Owner under this Paragraph (including all damages that Owner would be entitled to recover at law from Contractor by reason of Contractor's breach), and even then only at such time as the Work is finally completed by Owner. If the unpaid balance of the Contract Sum exceeds the cost of finishing the Work, including compensation for any architect's or other professional services and expenses made necessary thereby (including, without limitation, Owner's reasonable attorney's fees and costs), such excess shall be paid to Contractor following completion of the Work by Owner, but if such cost exceeds such unpaid balance, Contractor shall pay the difference to Owner. Owner shall not be responsible to Contractor for any loss of anticipated profits on Work not performed on account of a termination under this Paragraph. Any sums payable by Contractor to Owner shall be payable upon demand and shall bear interest at the rate of ten percent (10%) ("**Default Rate**") per annum until paid.

9.03 Additional Acts of Contractor Default.

- (a) In addition to the circumstances outlined in Paragraph 9.02 entitling Owner to perform Work on behalf of Contractor or terminate the Contract, if: (i) Contractor becomes

Insolvent, or makes a transfer in fraud of creditors, or makes an assignment for the benefit of creditors; (ii) Contractor files or has filed against it a petition under any chapter or section of the U.S. Bankruptcy Code, as amended, or under any similar law or statute of the United States or any state thereof, or shall be adjudged bankrupt or insolvent in any legal proceeding; (iii) a receiver or trustee is appointed for all or a significant portion of the assets of Contractor; or (iv) Contractor actually or constructively abandons, or puts Owner on actual or constructive notice that it intends to abandon, the Project, Owner may exercise the remedies provided in Paragraph 9.02 and in this Paragraph.

- (b) It is recognized that: (1) if an order for relief is entered on behalf of Contractor pursuant to Title 11 of the United States Code, (2) if any other similar order is entered under any other debtor relief laws, (3) if Contractor makes a general assignment for the benefit of its creditors, (4) if a receiver is appointed for the benefit of its creditors, or (5) if a receiver is appointed on account of its insolvency, any such event could impair or frustrate Contractor's performance of the Contract Documents. Accordingly, it is agreed that upon the occurrence of any such event, Owner shall be entitled to request of Contractor or its successor in interest adequate assurance of future performance in accordance with the terms and conditions of the Contract Documents. Failure to comply with such request within ten (10) days of delivery of the request shall entitle Owner to terminate the Contract Documents and to the accompanying rights set forth in Paragraph 9.02. In all events, pending receipt of adequate assurance of performance and actual performance in accordance therewith, Owner shall be entitled to proceed with the Work with its own forces or with other contractors on a time and material or other appropriate basis, the cost of which will be back charged against the Contract Sum.

9.04 Owner Default. If Owner fails to make a payment required hereunder for a period of thirty (30) days, Contractor, after seven (7) days written notice to Owner, without prejudice or any other right or remedy Contractor may have, provided Owner has not cured such default within said seven (7) day period, may terminate this Contract and recover from Owner for payment for Work executed and for proven loss with respect to materials, equipment, tools and construction equipment and machinery, including reasonable overhead for profit and damages applicable to the Project, plus interest at the Default Rate until paid

9.05 Dispute Resolution. Owner and Contractor agree to mediate all claims and disputes prior to litigation or arbitration. If the dispute cannot be resolved by mediation, the dispute shall be decided by arbitration, if elected by Owner in Owner's sole discretion; otherwise, disputes may be resolved by a court of competent jurisdiction in Ada County.

Owner, at Owner's sole election, may choose arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. If Owner elects to arbitrate such dispute, there shall be a prehearing meeting between the parties at which each party shall present a memorandum disclosing the factual basis of its claim and defenses and disclosing legal issues raised. Only one arbitrator shall be selected to resolve any claim or dispute hereunder. The memorandum shall also disclose the names of any expert that a party may present as a witness during the proceedings. The party shall be entitled to discover all documents and information reasonably and necessary for a full understanding of any legitimate issue raised in the arbitration. The parties may use all methods of discovery available under the Federal Rules of Civil Procedure and shall be governed thereby.

9.06 Liquidated Damages. Owner and Contractor recognize that time is of the essence in this Agreement and that Owner will suffer financial loss if the Work is not substantially complete prior to the Substantial Completion date, plus any extensions thereof allowed in accordance with this Contract. The parties also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages

for delay (but not as a penalty) Contractor shall pay Owner \$1,000.00 for each day that expires after the Substantial Completion dates for each segment identified herein, as applicable and as identified in Paragraph 1.03, until the Work is complete.

ARTICLE X

INTERPRETATION AND OWNERSHIP OF CONTRACT DOCUMENTS

10.01 Interpretation of Contract Documents. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all. Performance by Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results. All dimensions and clearances necessary to perform the Work as indicated on the Drawings and contained in the Specifications, shall be verified by Contractor at the job site before executing the relevant portion of the Work and Contractor shall report any discrepancies to Engineer and Owner's Representative for adjustment before any Work affected thereby is commenced. Additionally, if sufficient detailed information is lacking, if Work is required in such a manner as to make it impossible to produce first-class Work, or if discrepancies appear among Contract Documents, then Contractor shall request clarification or interpretation from Engineer and Owner's Representative before proceeding with such Work.

The order of precedence of the Contract Documents is as set forth in Section 01000 of the Specifications. The most recently issued documents take precedence over previously issued forms of the same document. If an item is shown one place in the Drawings but not another, or called for in a schedule of the Specifications but not shown on the Drawings, it is to be included.

In the event of any internal inconsistency in either the Drawings or Specifications, or with each other, the appropriate method of performing the Work, in the event of the above mentioned inconsistency, shall be determined by Engineer with Owner's approval. Figures take precedence over physical scale measurements. Large scale details take precedence over smaller scale details. Drawings take precedence in regard to dimensions, when in conflict with mechanical and structural drawings, except for the size of the structural members. Specifically titled drawings and sections of the Specifications take precedence over indication of the item in a collateral way. Existing conditions take precedence over Drawings and Specifications for dimensions.

List of "Work included" and "Work excluded" in the Drawings and Specifications are not intended to enumerate each and every item of work or appurtenance required, and must be used in conjunction with other portions of the Contract Documents.

Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to any laws or regulations, shall mean the standard, specification, manual, code, or law or regulation in effect at the time of submission of Contractor's bid, except as may be otherwise stated in the Contract Documents. No provision of any such standard, specification manual, or code, or any instruction of a supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

10.02 Clarification of Contract Documents; Discrepancies. Clarifications and interpretations of the Drawings or Specifications shall be issued by Engineer. As further provided in Paragraph 2.01(i), Contractor has reviewed the Contract Documents and must promptly report any conflict, error, ambiguity, or discrepancy discovered or of which Contractor has actual knowledge and obtain a written interpretation or clarification from Engineer. Except as may be otherwise stated in the Contract Documents, the Contract Documents shall control in resolving any conflict between the Contract Documents and any standard, specification, manual, or code, or the instruction of any supplier, or the provisions of any law or regulation unless such an interpretation would result in a violation of such law or

regulation.

10.03 Plans. Contractor or its subcontractors shall not have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies thereof) prepared in connection with the Work by Owner or its agents, nor shall Contractor or any of its subcontractors reuse any such Drawings, Specifications, or other documents (or copies thereof) on extensions of the Project or any other project without written consent of Engineer and Owner and specific written verification or adaptation by Engineer. The prohibitions set forth in this Paragraph will survive final payment or termination of this Contract.

10.04 Data. Data that may be relied upon are printed or hard copies. Files in electronic media format are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

ARTICLE XI **TESTS AND INSPECTIONS**

11.01 Access to Work. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

11.02 Tests and Inspections.

- (a) Contractor shall give Engineer or Owner's Representative timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
- (b) Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents, except:
 - (i) *for inspections, tests, or approvals covered by Paragraphs 11.02(c) and 11.02(d) below;*
 - (ii) *costs incurred in connection with tests or inspections conducted pursuant to Paragraph 11.03(b) shall be paid as provided in Paragraph 11.03(c); and*
 - (iii) *as otherwise specifically provided in the Contract Documents.*
- (c) If any public body having jurisdiction or any utility requires any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body or utility, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer and Owner's Representative the required certificates of inspection or approval.
- (d) Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.

11.03 Uncovering Work.

- (a) If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer or Owner's Representative, Contractor shall, if requested by Engineer or Owner's Representative, uncover such Work for observation. Uncovering Work shall be at Contractor's expense unless Contractor has given Engineer or Owner's Representative timely notice of Contractor's intention to cover the same and Engineer and Owner's Representative have not acted with reasonable promptness in response to such notice.
- (b) If Engineer or Owner's Representative considers it necessary or advisable that covered Work be observed by Engineer or Owner's Representative or inspected or tested by others, Contractor, at Engineer or Owner's Representative's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer or Owner's Representative may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.
- (c) If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others) and Owner shall be entitled to an appropriate decrease in the Contract Price. If it is found that such work is not defective, and Owner has received notice of the proposed uncovering, then Owner shall pay all costs related to uncovering and subsequent recovering of the Work inspected.
- (d) If uncovering of any Work is required by any governmental or quasi-governmental agency or utility, all such costs for uncovering the Work shall be borne by Contractor.

11.04 Owner May Stop the Work.

- (a) If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any subcontractor, any supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

11.05 Correction or Removal of Defective Work. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer or Owner's Representative, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

When correcting defective Work under the terms of this Paragraph 11.05 or Paragraph 11.06, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

11.06 Acceptance of Defective Work. Instead of requiring correction or removal and replacement of defective Work, Owner may agree to accept such Work. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work and for the diminished value of

the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted.

11.07 Owner May Correct Defective Work.

- (a) If Contractor fails within a reasonable time after written notice from Engineer or Owner's Representative to correct defective Work, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days' written notice to Contractor, correct, or remedy any such deficiency and deduct such cost from the Contract Price.
- (b) In exercising the rights and remedies under this Paragraph, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.
- (c) All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- (d) Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph.

11.08 Re-inspection and/or Overtime Inspection. The cost of any re-inspection or overtime inspection by any person having the right to make re-inspections, whether by law or otherwise, shall be borne by Contractor in the event such re-inspection was made necessary by failure of Contractor to complete the Work contracted for herein, in accordance with the aforesaid plans and specifications.

ARTICLE XII
WARRANTY

12.01 Warranty of Contractor. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Notwithstanding anything contained in the Contract Documents to the contrary, if, within two (2) years after the date of Final Completion or such longer period of time as may be prescribed by law with respect to latent defects or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provisions of the Contract Documents, Owner discovers any defective work, including any portion of the Work that was not constructed substantially in accordance with the Contract Documents, Contractor shall promptly, without cost to Owner, either correct such defective Work, or, if it is not possible to correct such defective Work, remove it from the site and replace it with non-defective Work.

The cost to Contractor of performing any of its obligation under this Article shall not be included in the cost of the Work and Contractor shall bear all extra costs such as additional design services related to such defective work.

In any emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or the rejected Work removed and replaced, and all direct costs of such removal and replacement, including reasonable compensation for additional professional services, shall be paid by Contractor. Inability or refusal of a subcontractor responsible for defective Work to correct such Work shall not excuse Contractor from performing under the warranty provided in this Paragraph.

Should Contractor fail to make such warranty corrections required hereby within five days after written notice thereof from Owner to Contractor, provided that if the required corrections cannot be made within five days, Contractor fails to commence making such warranty corrections within a reasonable period of time, not to exceed thirty (30) days, and diligently continue the prosecution of such warranty corrections until completion, Owner may do so at the expense of and for the account of Contractor.

Contractor's warranty provided herein is in addition to, and not in lieu of, any other remedies Owner may have under this Contract, at law, or in equity for defective Work.

All guarantees and warranties of materials and workmanship running in favor of Contractor shall be transferred and assigned to Owner or ACHD (if applicable) on final acceptance of the Work and prior to Contractor receiving final payment. In case of guarantees or warranties covering equipment and/or materials furnished and Work performed by subcontractors (including manufacturers), such guarantees and warranties shall be addressed to and in favor of Owner and run for two years, at least, from the date of Contractor's completion of the entire Work. Contractor shall be responsible for delivery of such guarantees and warranties to Owner or ACHD (if applicable) prior to final acceptance of the Work. Delivery of guarantees or warranties shall not relieve Contractor from any obligation assumed under any provision of this Agreement.

The two year warranty period for any item of defective Work shall recommence upon repair or restoration as described in this Article until two years of satisfactory service with no warranty work required is achieved.

ARTICLE XIII **MISCELLANEOUS PROVISIONS**

13.01 Books and Records. Contractor shall keep full and detailed accounts, books and records as may be necessary for proper financial management under this Contract, which books and records shall be preserved by Contractor for a period of two (2) years after the final payment by Owner. Owner may inspect, copy and audit, upon twenty-four (24) hours' prior notice, all or any part of the books and records of Contractor relating to the Work.

13.02 Entire Agreement; Amendment. The Contract Documents set forth all agreements between Owner and Contractor relative to the Work, and all prior negotiations or agreements are merged in the Contract Documents. No modification hereof or subsequent agreement relative to the subject matter of the Contract Documents shall be binding unless in writing and signed by both parties to the Contract Documents. Notwithstanding the foregoing, minor variations and deviations in the Work may be authorized by: (1) a Field Order; (2) Engineer's approval of a Shop Drawing or Sample; or (3) Engineer's written interpretation or clarification of Specifications or Drawings.

13.03 Waiver of Remedies. The waiver by Owner of any default, or of any breach of the terms of the Contract shall not be deemed a waiver of any subsequent breach. Remedies and rights of Owner in the event of any breach hereof by Contractor are cumulative and in addition to those given by law.

13.04 Assignment.

- (a) **By Contractor.** Subject to Contractor's right to contract with subcontractors and suppliers with respect to the performance of portions of the Work, Contractor shall not assign all, or any part of, this Contract nor any payments hereunder without first obtaining the consent in writing from Owner and then, only subject to the provisions of this Contract. This Contract is for Owner's benefit, its successors and assigns who, as well as Contractor, may directly enforce all rights and warranties, express or implied herein, but subcontractors shall have recourse only against Contractor and not against Owner.
- (b) **By Owner.** Owner may assign its rights under this Contract to any affiliate of Owner, without Contractor's prior written consent, and Owner also may collaterally assign its rights under this Contract to a lender. Owner may rely solely upon Contractor for enforcement of all subcontracts. To effect such purpose, Contractor assigns to Owner the right, upon election of Owner, to bring any actions against subcontractors and material vendors without waiver by Owner of his right against Contractor because of defaults, delays, and defects for which a subcontractor or material vendor may also be liable; provided, however, that Owner shall not have the right to bring such actions directly against such subcontractor unless Contractor has defaulted hereunder (and such default remains uncured) or Owner has terminated the Contract as a result of such default. Contractor will indemnify, defend and hold Owner, Owner's Representative, Engineer, Harris Family Limited Partnership, and, where applicable, ACHD, harmless from any failure or refusal of any subcontractor to comply with any provision of the Contract Documents.

13.05 Relationship. Nothing contained in this Contract shall be deemed or construed to create the relationship of principal and agent or joint venturer as between Owner and Contractor, it being agreed and understood that the only relationship between the parties is that of Owner and independent contractor.

13.06 Attorneys' Fees. The prevailing party in any court or arbitration action arising out of this Contract, or the enforcement or breach hereof, shall be entitled to court costs and reasonable attorneys' fees as determined by the Court or arbitrator, including fees incurred on any appeal thereof.

13.07 Notices. Any notice provided or permitted to be given under the Contract Documents must be in writing and may be served by depositing same in the United States mail, addressed to the party to be notified, postage prepaid, by registered or certified mail, with return receipt requested; by delivery of such notice in person to such party; or by facsimile (with confirmation or receipt); or by nationally recognized overnight delivery service. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notice, the addresses of the parties shall be as set forth on the signature page hereof.

13.08 Severability. If any term or provision of this Contract shall be found to be illegal, unenforceable, or in violation of the laws, statutes, ordinances, or regulations of any public authority having jurisdiction thereof by a court of competent jurisdiction, then, notwithstanding such term or provision, this Contract shall be and remain in full force and effect and such term shall be deemed stricken; provided, however, this Contract shall be interpreted, when possible, so as to reflect the intentions of the parties as indicated by any such stricken term or provision.

13.09 Choice of Law. This Contract shall be enforceable under, and interpreted in accordance with, the laws of the state of Idaho. Venue for any litigation in any way related to this Agreement shall be in Ada County.

13.10 Waiver. Waiver by Owner of any provision of this Contract in one instance shall not constitute a waiver as to any other instance.

13.11 Intellectual Property. Contractor may not use Owner's or the Harris Ranch trade name, logo, or photographs of the Premises in any manner whatsoever without the prior written consent of

Owner, which consent may be withheld in Owner's sole discretion.

13.12 Headings; Capitalization. The headings used in this Contract are for convenience only and are not to be construed as part of this Contract. Any terms capitalized but not defined herein shall have the meanings set forth in the Contract Documents.

13.13 Interpretation. In the event of any inconsistency or ambiguity between this Contract and any of the Contract Documents, this Contract shall prevail. Owner and Contractor both acknowledge and agree that each has reviewed the terms of this Contract. The parties further agree that the rule of construction that any ambiguities are resolved against the drafting party will be subordinated to the principle that the terms and provisions of this Contract will be construed fairly as to all parties and not in favor or against any party.

13.14 Cooperation. The parties covenant and agree to do, execute, and deliver, or cause to be done, executed, and delivered, such further acts and assurances, for implementing the intention of the parties under this Contract.

13.15 Authority. Contractor's execution of this Agreement and performance thereof is within Contractor's duly authorized power.

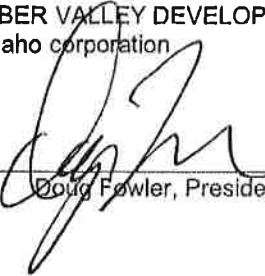
13.16 Counterparts. This Contract may be executed in counterparts.

[end of text – signatures on following page]

IN WITNESS WHEREOF, the parties have caused this Contract to be properly executed as of the day and year first written above.

OWNER:

BARBER VALLEY DEVELOPMENT, INC.,
an Idaho corporation

By:  _____
Doug Fowler, President


ADDRESS FOR NOTICE:
4940 E. Mill Station Dr.
Suite 101 B
Boise, ID 83716

With a copy to:

RiveRidge Engineering Company
2447 S. Vista Ave.
Boise, Idaho 83705

CONTRACTOR:

KNIFE RIVER CORPORATION – MOUNTAIN WEST,
an Oregon corporation

By:  _____
Jessee Rosin, Authorized Agent

ADDRESS FOR NOTICE:
5450 W. Gowen Road
Boise, ID 83709

EXHIBIT A

The following insurance limits shall apply:


- a. Automobile liability: \$1,000,000.00 (combined single limit per accident or occurrence)
- b. Commercial General Liability:
 - i. General Aggregate: \$2,000,000.00
 - ii. Bodily Injury or Death (per occurrence): \$2,000,000.00
 - iii. Property damage (per occurrence): \$1,000,000.00
 - iv. Fire liability (per fire): \$300,000.00
 - v. Medical (any one person): \$10,000.00

Contractor shall have an equipment policy with limits adequate to protect Owner. As further set forth in Article VI of the Contract, the Additional Insureds shall include Owner, Owner's Representative, Engineer, LeNir Ltd., the Harris Family Limited Partnership, and ACHD.

DATE:	AUGUST, 2013
PROJECT:	180023

**HARRIS RANCH COMMUNITY INFRASTRUCTURE DISTRICT NO. 1 -
DALLAS HARRIS ESTATES TOWNHOMES NO. 11 & STORM WATER POND
IMPROVEMENTS**

[illegible]

RiverRidge Engineering Company

 2447 S. Vista Ave, Boise, Idaho 83705
 Ph. (208) 344-1180, Fax (208) 344-1182



RECORD DRAWINGS

This record drawing has been prepared, in part, based upon information furnished by others. While this information is believed to be reliable, LWE DESIGN PROFESSIONAL cannot assure its accuracy, and thus is not responsible for the accuracy of this record drawing or for any errors or omissions which may have been incorporated into it as a result. Those relying on this record document are advised to obtain independent verification of its accuracy before applying it for any

Date: 6/27/2017

KEY NOTES

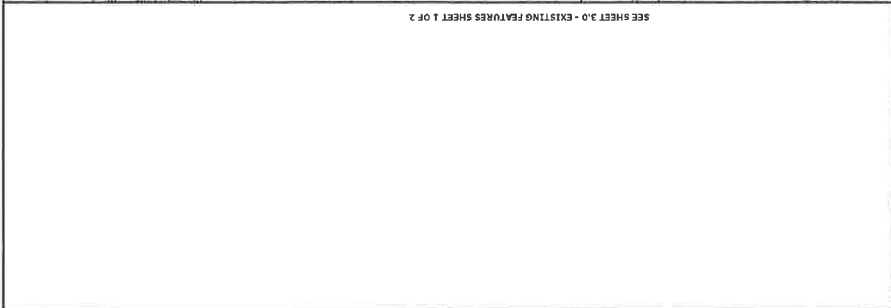

OVER-DRAINAGE ALL EXISTING STORM WATER PIPES AND/OR DITCHES WITHIN
SEWER MAINS AND FULL WITH STRUCTURAL TALL
SEWERS AND PROTECT EXISTING JUNCTION BOXES
REMOVE EXISTING TRENCH
REPLACE EXISTING TRENCH WITH NEW
REPLACE EXISTING STORM DRAIN PIPE
REPLACE EXISTING STORM DRAIN PIPE
REMOVE EXISTING 12" STORM STRUCTURE
REMOVE EXISTING 12" STORM PIPE AND GROUT OPENING IN MANHOLE



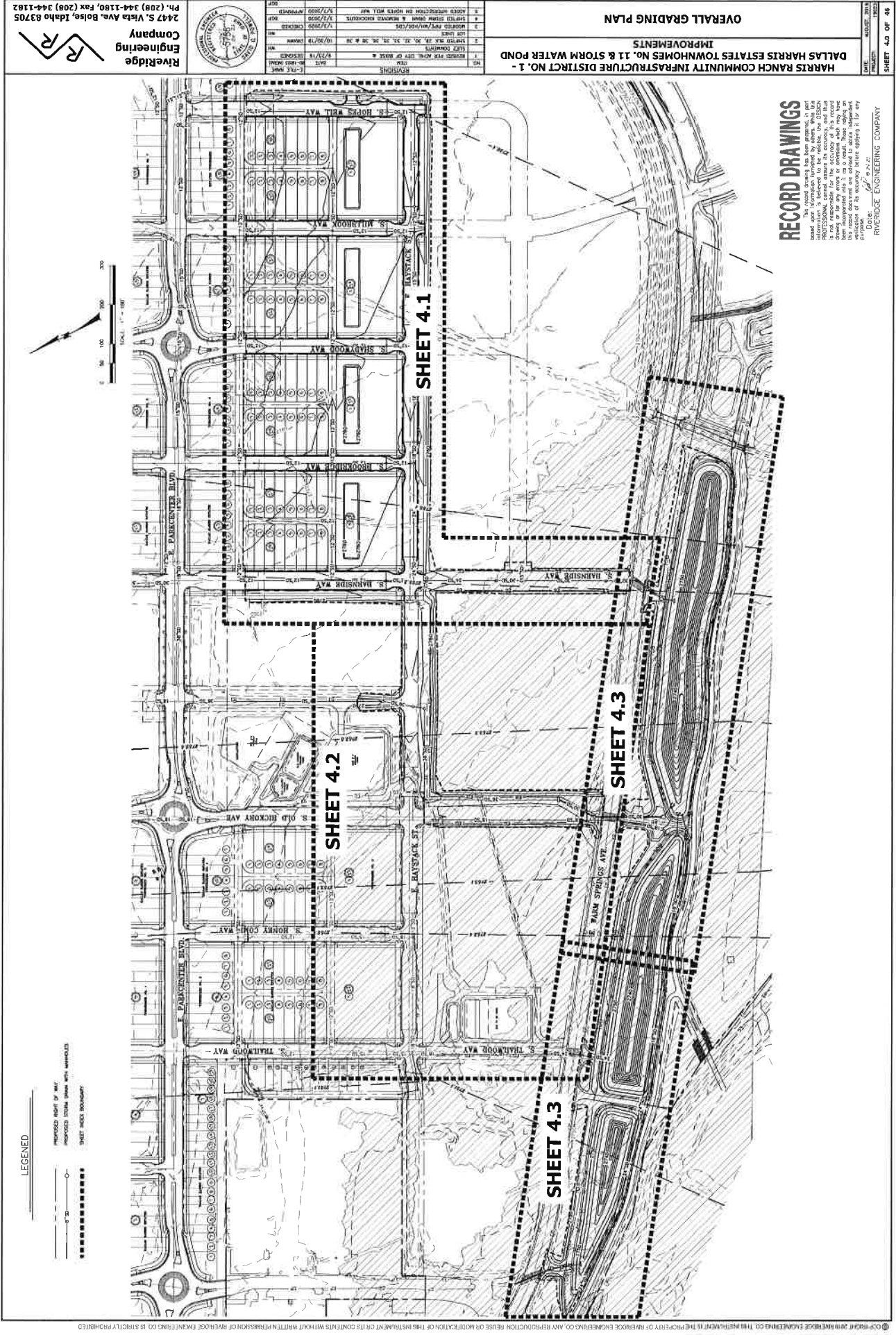
LEGEND

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EXISTING FEATURES SHEET 2 OF 2

[illegible]

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HARRIS RANCH COMMUNITY INFRASTRUCTURE DISTRICT NO. 1 -
DALLAS HARRIS ESTATES TOWNSHIPS NO. 11 & STORM WATER POND
IMPROVEMENTS

[illegible]

RiverRidge Engineering Company
2447 S. Vista Ave. Boise, Idaho 83705
Ph. (208) 344-1180, Fax (208) 344-1182

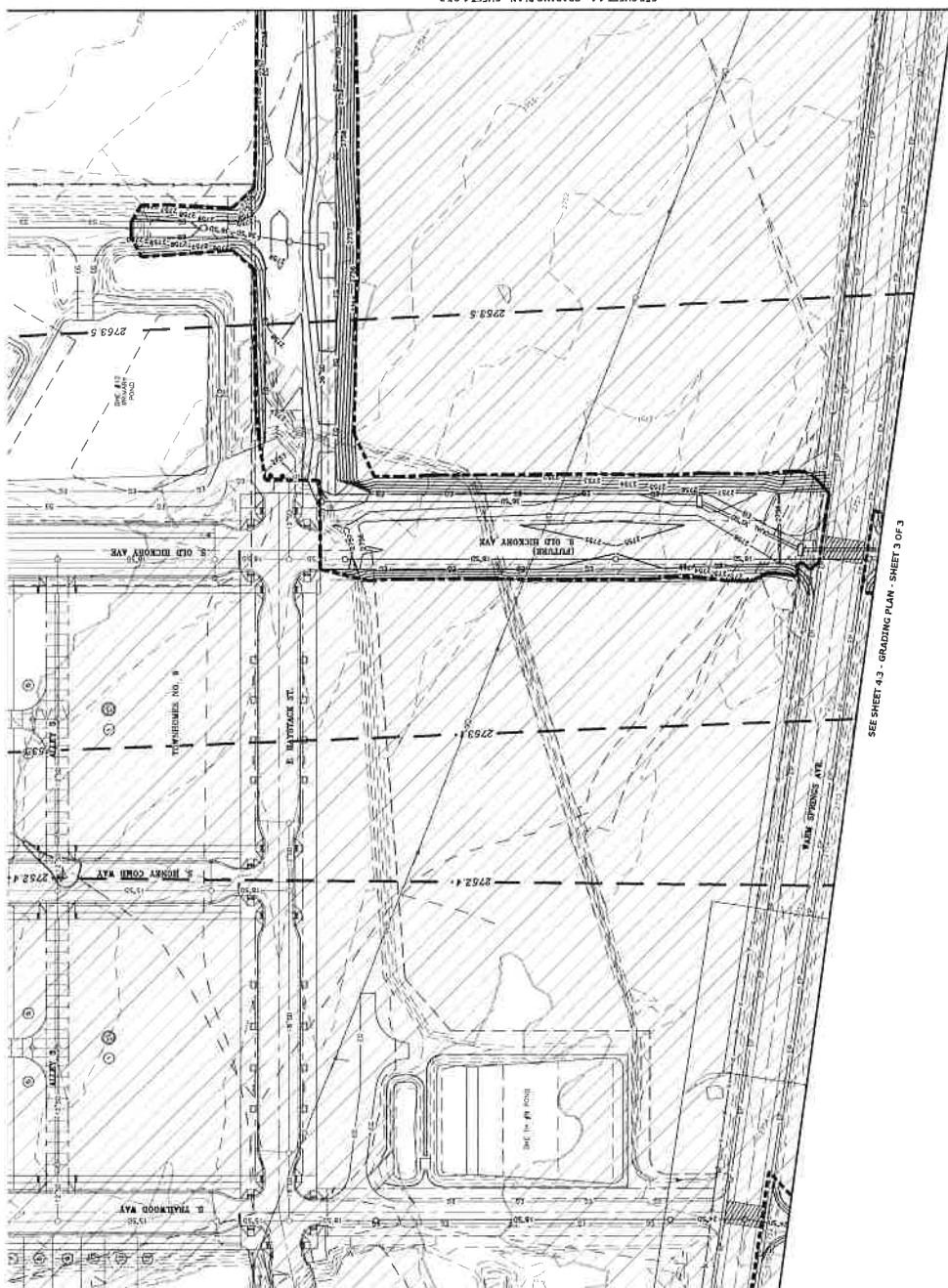


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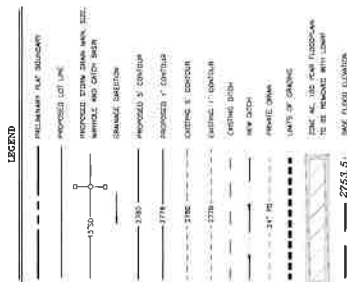
GRADING AND DRAINAGE NOTES

- [illegible]



SEE SHEET 4.1 - GRADING PLAN - SHEET 1 OF 3

SEE SHEET 4.3 - GRADING PLAN - SHEET 3 OF 3



18



DATE	DESCRIPTION	AMOUNT	BALANCE
1/1/2020	OPENING BALANCE	100.00	100.00
1/15/2020	PAYROLL	50.00	50.00
2/1/2020	RECEIVED FROM CUSTOMER	25.00	75.00
2/15/2020	PAYROLL	50.00	25.00
3/1/2020	RECEIVED FROM CUSTOMER	75.00	100.00
3/15/2020	PAYROLL	50.00	50.00
4/1/2020	RECEIVED FROM CUSTOMER	50.00	0.00

GRADING PLAN - SHEET 3 OF 3

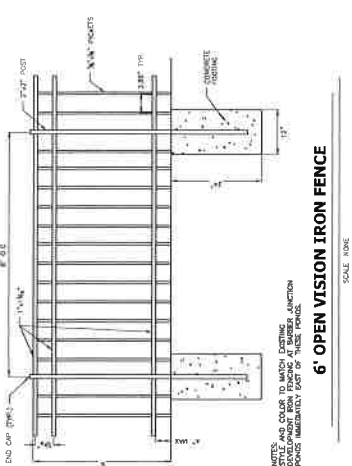
DATE: AUGUST 2019
 HOUSE: 130073
 HEET 43 OF 46

KEY NOTES

- 1 6" OPEN VISION IRON FENCE SEE DETAIL THIS SHEET
- 2 2'-10" GATE SECTIONS CONTRACTOR TO PROVIDE SHOP DRAWINGS
- 3 PRIOR TO COMMENCING WORK ON FENCE, CONTRACTOR TO INSTALL ORANGE CONSTRUCTION FENCE ALONG TOP OF EROSION CONTROL MATTER, AND SHALL BE AT LEAST 10' FROM FENCE LINE.

POND REVEGETATION NOTES

- [illegible]



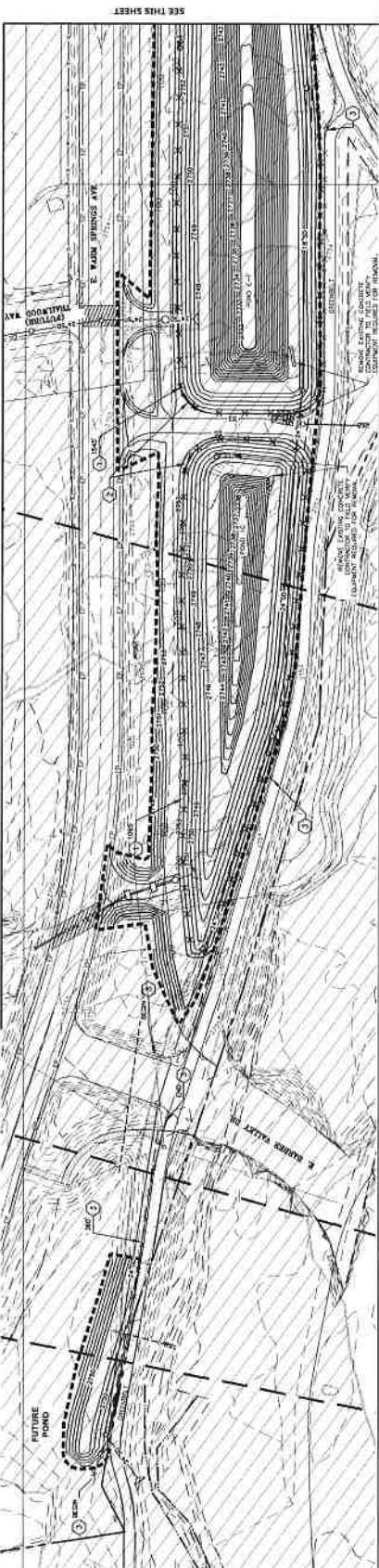
RECORD DRAWINGS

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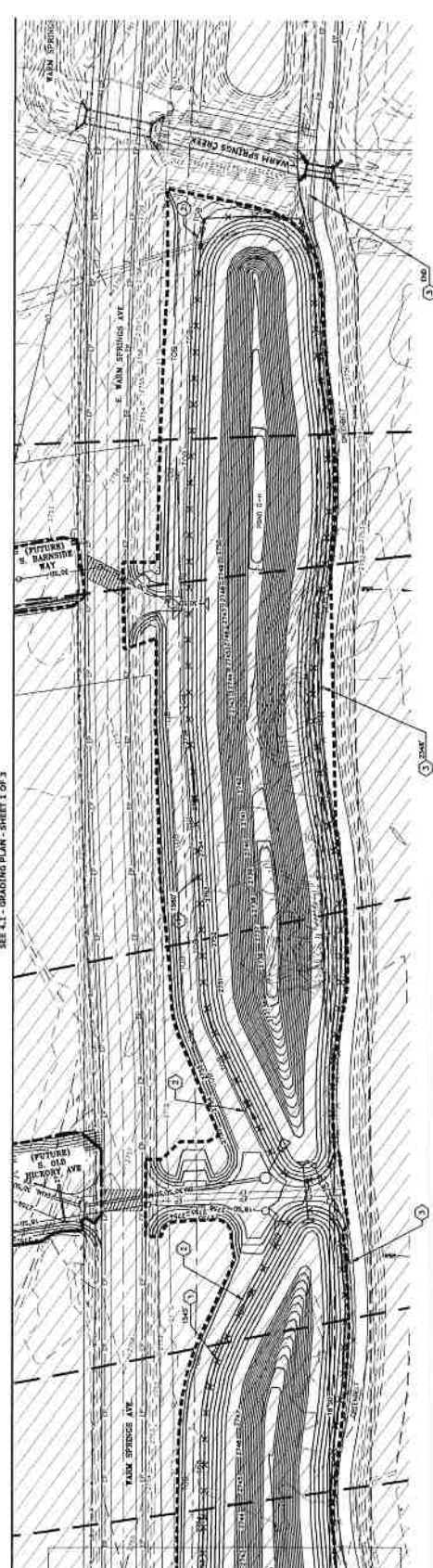
Date: _____
 RIVERDIE ENGINEERING COMPANY

[illegible]

SEE 4.2 - GRADING PLAN - SHEET 2 OF 3



SEE 4.1 - GRADING PLAN - SHEET 1 OF 3

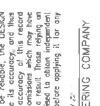
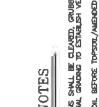
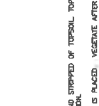
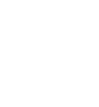
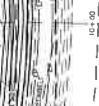
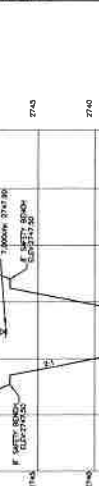
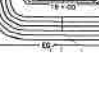
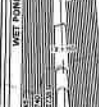
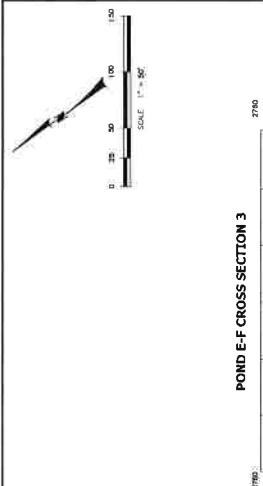




NO.	1	DATE	06/01/2018
2	PROJECT	DATE	06/01/2018
3	DESIGN	DATE	06/01/2018
4	CONSTRUCTION	DATE	06/01/2018
5	AS-BUILT	DATE	06/01/2018
6	REVISIONS	DATE	06/01/2018
7	REVISIONS	DATE	06/01/2018
8	REVISIONS	DATE	06/01/2018
9	REVISIONS	DATE	06/01/2018
10	REVISIONS	DATE	06/01/2018

RIVERIDGE ENGINEERING COMPANY
 2447 S. Vista Ave., Boise, Idaho 83705
 Ph. (208) 344-1180, Fax (208) 344-1182

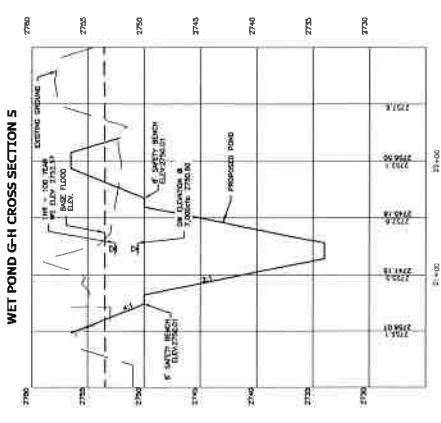
SHEET 45 OF 46



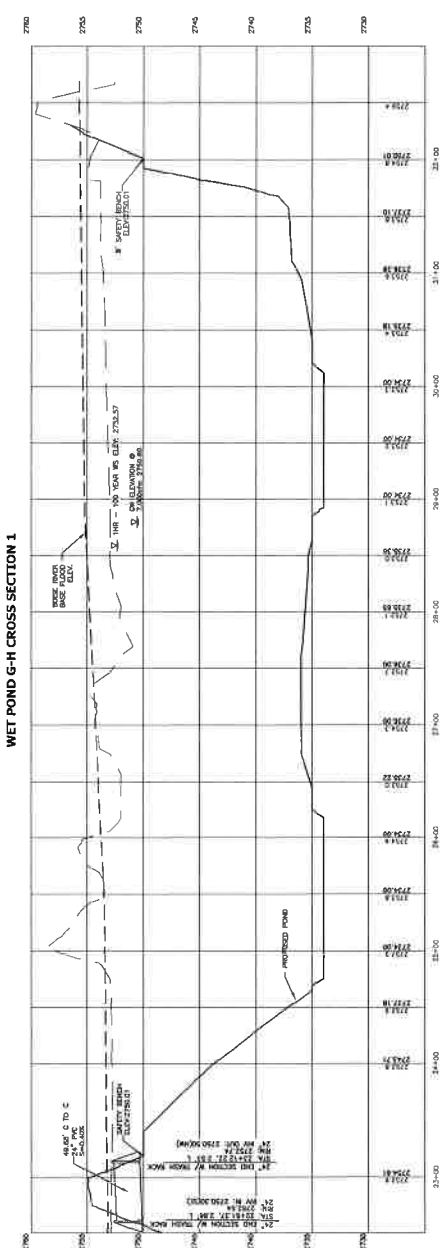
POND G-H PLAN & CROSS SECTIONS

[illegible]

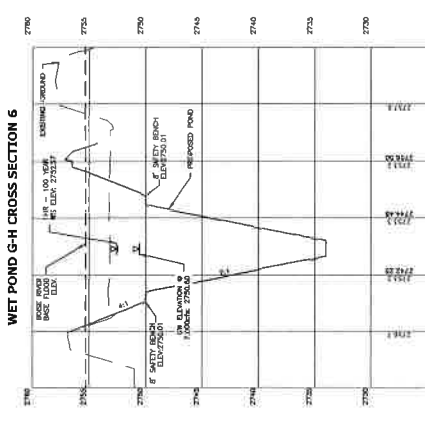
RiverRidge Engineering Company
2447 S. Vista Ave., Boise, Idaho 83705
Ph. (208) 344-1180, Fax (208) 344-1182



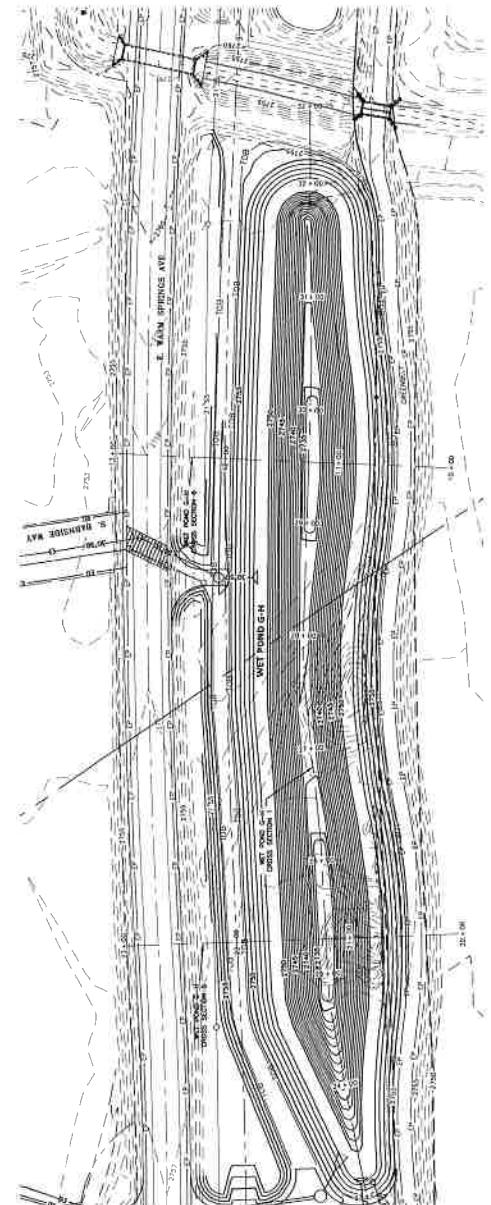
WET POND G-H CROSS SECTION 5



WET POND G-H CROSS SECTION 1



WET POND G-H CROSS SECTION 6



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Date: Feb 27, 2012

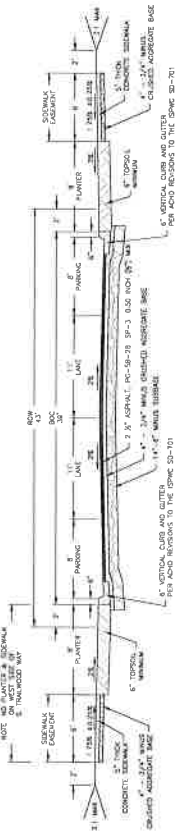
RIVERVIEW ENGINEERING COMPANY

POND NOTES

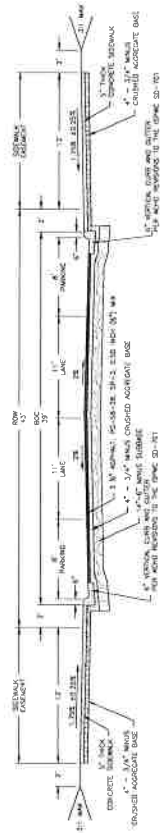
1. AREAS DESIGNATED FOR BASINS SHALL BE CLEARED, GRUBBED AND STRIPPED OF TOPSOIL. TOPSOIL SHALL BE STOCKPILED AND USED AT FINAL GRADING TO ESTABLISH VEGETATION.
2. EXCAVATE AND SCARPEN SLOPES BEFORE TOPSOIL/AMENDED SOIL IS PLACED. VEGETATE AFTER CONTRIBUTING

Riveridge Engineering Company
2447 S. Vista Ave., Boise, Idaho 83705
Ph. (208) 344-1180, Fax (208) 344-1182

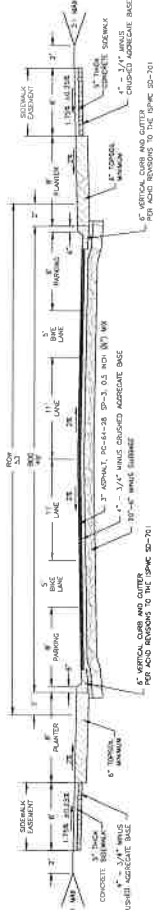
TWO-LANE MIXED USE LOCAL ROAD (SECTION D-D)



TWO-LANE MIXED USE LOCAL ROAD WITH URBAN SIDEWALK (SECTION E-E)



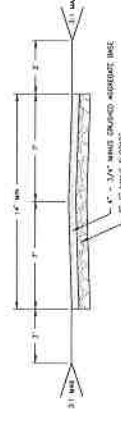
TWO-LANE COLLECTOR ROAD (SECTION C-C)



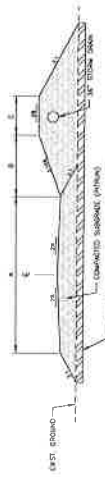
CITY OF BOISE & ACHD GRAVEL ACCESS ROAD WITH 6' PATH



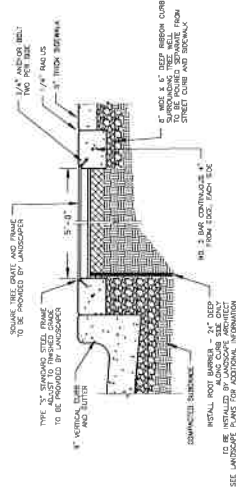
CITY OF BOISE & ACHD GRAVEL ACCESS ROAD SECTION



UTILITY ACCESS ROAD SECTION



NOTE: COORDINATE WITH LANDSCAPE ARCHITECT ON LOCATIONS OF TREE GRATES AND IRRIGATION SERVICE.

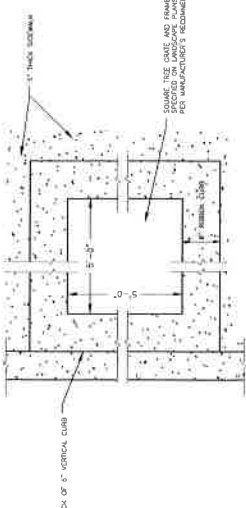


RECORD DRAWINGS

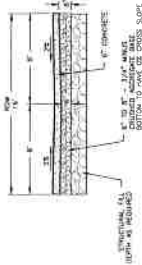
This record drawing has been prepared in accordance with the information furnished by others. While the PROFESSIONAL cannot assume its accuracy, and thus is not responsible for the accuracy of this record, any omissions or errors which may have been incorporated into it are a result. Those relying on this record document are advised to obtain independent verification of its accuracy before applying it for any purpose.

Date: 6-21-71

TYPICAL INTERSECTION & PEDESTRIAN RAMP DETAIL

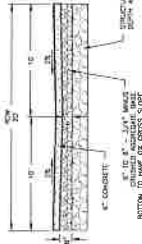


- RAMP SLOPES:**
- ▶ RAMPs REQUIRE A LANDING IN SIDEWALK THAT IS AT A MINIMUM 4' DEEP AND EQUAL TO THE WIDTH OF THE RAMP @ 1.38 ASIDE [25 MAX SLOPE]
 - ▶ RAMP DIMENSIONS MINIMUM DIMENSION INDICATED MUST ALSO MEET SLOPE CRITERIA IDENTIFIED ABOVE.
 - ▶ CURB TYPE "S" STANDARD OR VERTICAL CURB PER ACID REVISION TO SPAC 30-701
 - ▶ MIN. CROWN = 2" FROM FACE OF CURB
- RAMP SLOPES:**
- ▶ RAMPs SHALL NOT EXCEED 12.1% (0.3%) SLOPE & TRANSDUCIBLE WHEELS 100' ± (100)
 - ▶ CROSS SLOPE IN RAMP NOT TO EXCEED .2%
 - ▶ MIN. DETECTABLE WARNING PER PRESTANDARD ACCESS FOR PD-719 OF THE (NAME)



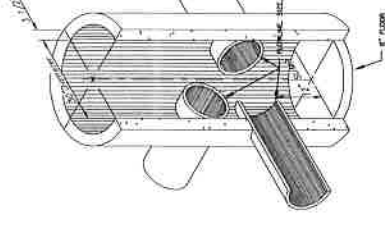
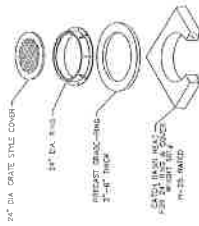
TWO-LANE RESIDENTIAL ALLEY
ALLEY 1, 2, 3, AND 4

SCALE: NONE



TWO-LANE COMMERCIAL ALLEY
ALLEY 5

SCALE: NONE

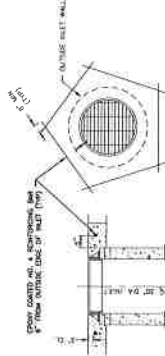


NOTES:

1. PLACE REINFORCING STEEL TO ALLOW THE 4'-0" INLET TO BE USED FOR 6'-0" INLET.
2. MAINTAIN 1" TOLERANCE REINFORCING STEEL.
3. SEE ALLEY SCORE DETAIL FOR JOINTING PLAN.

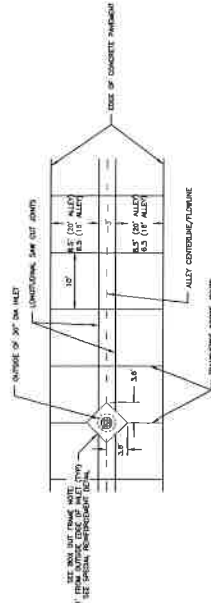
30" DIA. INLET DETAIL (ALLEYS ONLY)

SCALE: NONE



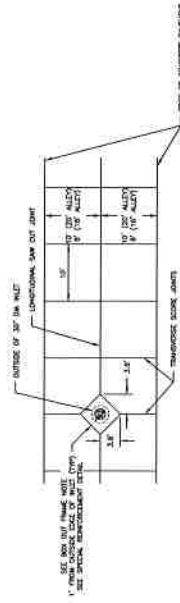
30" DIA. INLET
SPECIAL REINFORCEMENT DETAIL

SCALE: NONE



WITH GRADES 0.4% TO 1.0%

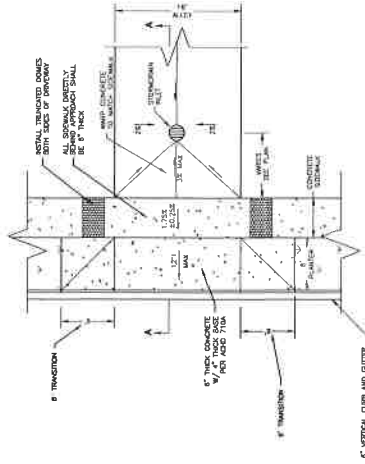
SEE ALSO DETAIL FOR 30" DIA. INLET FOR ADDITIONAL INFORMATION ON PLACING CONCRETE AROUND INLET AS A SEPARATE DETAIL FOR ALLEY CONCRETE POUR.



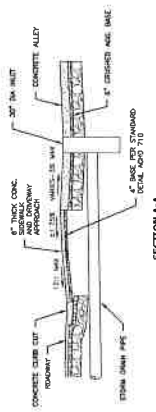
WITH GRADES GREATER THAN 1.0%

CONCRETE ALLEY JOINT DETAIL

SCALE: NONE



TYPICAL ALLEY APPROACH DETAIL



SECTION A-A

TYPICAL ALLEY APPROACH DETAIL

SCALE: NONE

HARRIS RANCH COMMUNITY INFRASTRUCTURE DISTRICT NO. 1
DALLAS HARRIS ESTATES TOWNHOMES NO. 11 & STORM WATER POND
IMPROVEMENTS
ROADWAY DETAILS SHEET 2 OF 2

RECORD DRAWINGS
based upon information furnished by owner, which was the responsibility of the owner. RIVERIDGE ENGINEERING COMPANY, INC. is not responsible for the accuracy of the information furnished by the owner. It is the responsibility of the owner to verify the accuracy of the information furnished by the owner before using it for any purpose.

Date: 08/25/2019
RIVERIDGE ENGINEERING COMPANY

SHEET 51 OF 46

Riveridge Engineering Company
2447 S. Vista Ave., Boise, Idaho 83705
Ph: (208) 344-1180, Fax: (208) 344-1182



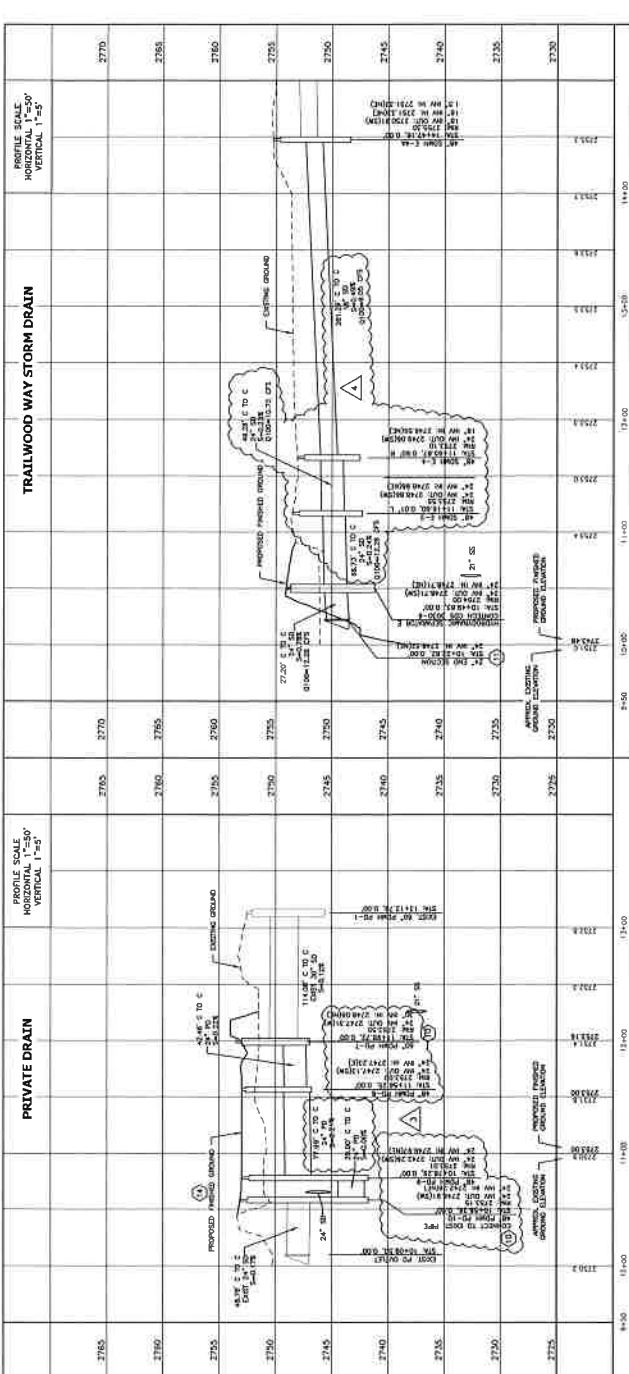
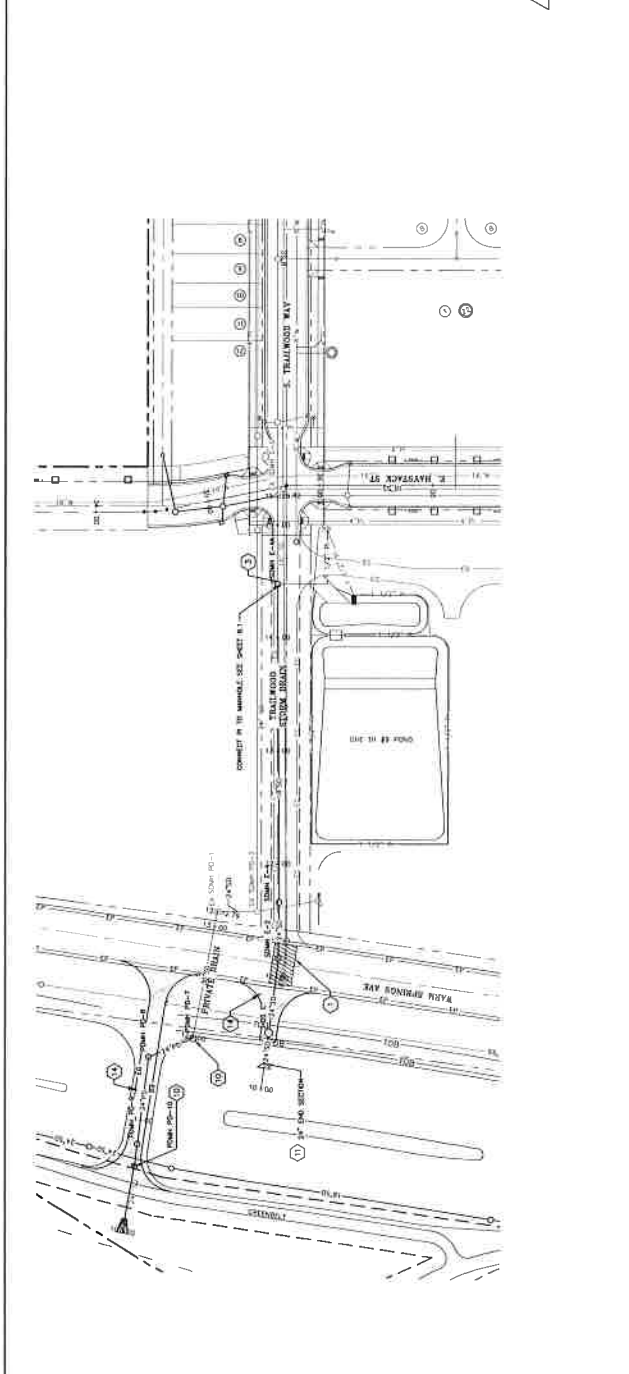
NO.	DESCRIPTION	DATE
1	REVISION	8/25/2019
2	REVISION	8/25/2019
3	REVISION	8/25/2019
4	REVISION	8/25/2019
5	REVISION	8/25/2019



NO.	DATE	REVISION
1	12/18/18	REVISED FOR NO. 11 & 12
2	12/18/18	REVISED FOR NO. 11 & 12
3	12/18/18	REVISED FOR NO. 11 & 12
4	12/18/18	REVISED FOR NO. 11 & 12
5	12/18/18	REVISED FOR NO. 11 & 12
6	12/18/18	REVISED FOR NO. 11 & 12
7	12/18/18	REVISED FOR NO. 11 & 12
8	12/18/18	REVISED FOR NO. 11 & 12
9	12/18/18	REVISED FOR NO. 11 & 12
10	12/18/18	REVISED FOR NO. 11 & 12
11	12/18/18	REVISED FOR NO. 11 & 12
12	12/18/18	REVISED FOR NO. 11 & 12
13	12/18/18	REVISED FOR NO. 11 & 12
14	12/18/18	REVISED FOR NO. 11 & 12

S. TRAILWOOD WAY STORMDRAIN PLAN AND PROFILE DALLAS HARRIS ESTATES TOWNHOMES NO. 11 & 12 STORM WATER POND IMPROVEMENTS

- ## NOTES
- CONTRACTOR TO VERIFY LOCATION AND ELEVATION OF ALL EXISTING DRAINAGE STRUCTURES AND TO PROVIDE ELEVATION DATA TO THE ENGINEER.
 - WHERE PROPOSED IN ALLEYS ARE LOCATED, THE PROPOSED STORMDRAIN AND ALLEY APPROACH SHALL BE LOCATED TO THE RIGHT OF THE ALLEY, UNLESS OTHERWISE NOTED.
 - WHERE PROPOSED IN ALLEYS ARE LOCATED, THE PROPOSED STORMDRAIN AND ALLEY APPROACH SHALL BE LOCATED TO THE RIGHT OF THE ALLEY, UNLESS OTHERWISE NOTED.
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- ## KEY NOTES
- TYPE "P" (PROPOSED) SHALL BE USED FOR ALL PROPOSED STRUCTURES.
 - EXISTING STRUCTURES SHALL BE SHOWN WITH "E" (EXISTING) AND "AS BUILT" DATA.
 - WHERE PROPOSED IN ALLEYS ARE LOCATED, THE PROPOSED STORMDRAIN AND ALLEY APPROACH SHALL BE LOCATED TO THE RIGHT OF THE ALLEY, UNLESS OTHERWISE NOTED.
 - WHERE PROPOSED IN ALLEYS ARE LOCATED, THE PROPOSED STORMDRAIN AND ALLEY APPROACH SHALL BE LOCATED TO THE RIGHT OF THE ALLEY, UNLESS OTHERWISE NOTED.
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NO.	DATE	DESCRIPTION
1	12/31/2024	DESIGN FOR CONSTRUCTION
2	12/31/2024	REVISIONS
3	12/31/2024	REVISIONS
4	12/31/2024	REVISIONS
5	12/31/2024	REVISIONS

HARRIS RANCH COMMUNITY INFRASTRUCTURE DISTRICT NO. 1 -
DALLAS HARRIS ESTATES TOWNHOMES NO. 11 & STORM WATER POND
IMPROVEMENTS
OLD HICKORY WAY STORM DRAIN PLAN & PROFILE

NOTES

1. CONTINUE TO VERIFY LOCATION AND ELEVATION OF ALL EXISTING FEATURES TO BE CONNECTED TO A NEWLY CONSTRUCTED STORM DRAINAGE SYSTEM.
2. WHEN EXISTING FEATURES ARE NOT SHOWN ON THIS PLAN, THEY SHALL BE LOCATED BY FIELD SURVEY AND SHOWN ON THE NEXT SHEET.
3. ELEVATIONS SHOWN ARE FOR A NORMAL CURB SECTION, UNLESS OTHERWISE NOTED.
4. SEE SHEET 5.12 AND 5.13 FOR ADDITIONAL INFORMATION AT INTERSECTIONS.
5. SEE SHEET 5.14 FOR ADDITIONAL INFORMATION AT INTERSECTIONS.
6. ALL OPENING MANHOLE LOCATIONS IN ALLEYS ARE 30" DIAMETER ALLEYS PER CITY OF DALLAS.
7. SEE SHEET 5.15 FOR ADDITIONAL INFORMATION AT INTERSECTIONS.
8. SEE SHEET 4.7 AND 4.8 FOR HYDROGRAPHIC SEPARATION DETAILS.

KEY NOTES

TYPE "X" LOCATED SURFACE DRAINAGE INTO EXISTING DRAINAGE IN THE OPEN END OF THE DRAINAGE SYSTEM. THIS TYPE OF DRAINAGE IS NOT TO BE USED FOR THE COLLECTION OF SURFACE DRAINAGE.

TYPE "Y" LOCATED SURFACE DRAINAGE INTO EXISTING DRAINAGE IN THE OPEN END OF THE DRAINAGE SYSTEM. THIS TYPE OF DRAINAGE IS NOT TO BE USED FOR THE COLLECTION OF SURFACE DRAINAGE.

TYPE "Z" LOCATED SURFACE DRAINAGE INTO EXISTING DRAINAGE IN THE OPEN END OF THE DRAINAGE SYSTEM. THIS TYPE OF DRAINAGE IS NOT TO BE USED FOR THE COLLECTION OF SURFACE DRAINAGE.

TYPE "A" LOCATED SURFACE DRAINAGE INTO EXISTING DRAINAGE IN THE OPEN END OF THE DRAINAGE SYSTEM. THIS TYPE OF DRAINAGE IS NOT TO BE USED FOR THE COLLECTION OF SURFACE DRAINAGE.

TYPE "B" LOCATED SURFACE DRAINAGE INTO EXISTING DRAINAGE IN THE OPEN END OF THE DRAINAGE SYSTEM. THIS TYPE OF DRAINAGE IS NOT TO BE USED FOR THE COLLECTION OF SURFACE DRAINAGE.

TYPE "C" LOCATED SURFACE DRAINAGE INTO EXISTING DRAINAGE IN THE OPEN END OF THE DRAINAGE SYSTEM. THIS TYPE OF DRAINAGE IS NOT TO BE USED FOR THE COLLECTION OF SURFACE DRAINAGE.

TYPE "D" LOCATED SURFACE DRAINAGE INTO EXISTING DRAINAGE IN THE OPEN END OF THE DRAINAGE SYSTEM. THIS TYPE OF DRAINAGE IS NOT TO BE USED FOR THE COLLECTION OF SURFACE DRAINAGE.

TYPE "E" LOCATED SURFACE DRAINAGE INTO EXISTING DRAINAGE IN THE OPEN END OF THE DRAINAGE SYSTEM. THIS TYPE OF DRAINAGE IS NOT TO BE USED FOR THE COLLECTION OF SURFACE DRAINAGE.

TYPE "F" LOCATED SURFACE DRAINAGE INTO EXISTING DRAINAGE IN THE OPEN END OF THE DRAINAGE SYSTEM. THIS TYPE OF DRAINAGE IS NOT TO BE USED FOR THE COLLECTION OF SURFACE DRAINAGE.

TYPE "G" LOCATED SURFACE DRAINAGE INTO EXISTING DRAINAGE IN THE OPEN END OF THE DRAINAGE SYSTEM. THIS TYPE OF DRAINAGE IS NOT TO BE USED FOR THE COLLECTION OF SURFACE DRAINAGE.

TYPE "H" LOCATED SURFACE DRAINAGE INTO EXISTING DRAINAGE IN THE OPEN END OF THE DRAINAGE SYSTEM. THIS TYPE OF DRAINAGE IS NOT TO BE USED FOR THE COLLECTION OF SURFACE DRAINAGE.

TYPE "I" LOCATED SURFACE DRAINAGE INTO EXISTING DRAINAGE IN THE OPEN END OF THE DRAINAGE SYSTEM. THIS TYPE OF DRAINAGE IS NOT TO BE USED FOR THE COLLECTION OF SURFACE DRAINAGE.

TYPE "J" LOCATED SURFACE DRAINAGE INTO EXISTING DRAINAGE IN THE OPEN END OF THE DRAINAGE SYSTEM. THIS TYPE OF DRAINAGE IS NOT TO BE USED FOR THE COLLECTION OF SURFACE DRAINAGE.

TYPE "K" LOCATED SURFACE DRAINAGE INTO EXISTING DRAINAGE IN THE OPEN END OF THE DRAINAGE SYSTEM. THIS TYPE OF DRAINAGE IS NOT TO BE USED FOR THE COLLECTION OF SURFACE DRAINAGE.

TYPE "L" LOCATED SURFACE DRAINAGE INTO EXISTING DRAINAGE IN THE OPEN END OF THE DRAINAGE SYSTEM. THIS TYPE OF DRAINAGE IS NOT TO BE USED FOR THE COLLECTION OF SURFACE DRAINAGE.

TYPE "M" LOCATED SURFACE DRAINAGE INTO EXISTING DRAINAGE IN THE OPEN END OF THE DRAINAGE SYSTEM. THIS TYPE OF DRAINAGE IS NOT TO BE USED FOR THE COLLECTION OF SURFACE DRAINAGE.

TYPE "N" LOCATED SURFACE DRAINAGE INTO EXISTING DRAINAGE IN THE OPEN END OF THE DRAINAGE SYSTEM. THIS TYPE OF DRAINAGE IS NOT TO BE USED FOR THE COLLECTION OF SURFACE DRAINAGE.

TYPE "O" LOCATED SURFACE DRAINAGE INTO EXISTING DRAINAGE IN THE OPEN END OF THE DRAINAGE SYSTEM. THIS TYPE OF DRAINAGE IS NOT TO BE USED FOR THE COLLECTION OF SURFACE DRAINAGE.

TYPE "P" LOCATED SURFACE DRAINAGE INTO EXISTING DRAINAGE IN THE OPEN END OF THE DRAINAGE SYSTEM. THIS TYPE OF DRAINAGE IS NOT TO BE USED FOR THE COLLECTION OF SURFACE DRAINAGE.

TYPE "Q" LOCATED SURFACE DRAINAGE INTO EXISTING DRAINAGE IN THE OPEN END OF THE DRAINAGE SYSTEM. THIS TYPE OF DRAINAGE IS NOT TO BE USED FOR THE COLLECTION OF SURFACE DRAINAGE.

TYPE "R" LOCATED SURFACE DRAINAGE INTO EXISTING DRAINAGE IN THE OPEN END OF THE DRAINAGE SYSTEM. THIS TYPE OF DRAINAGE IS NOT TO BE USED FOR THE COLLECTION OF SURFACE DRAINAGE.

TYPE "S" LOCATED SURFACE DRAINAGE INTO EXISTING DRAINAGE IN THE OPEN END OF THE DRAINAGE SYSTEM. THIS TYPE OF DRAINAGE IS NOT TO BE USED FOR THE COLLECTION OF SURFACE DRAINAGE.

TYPE "T" LOCATED SURFACE DRAINAGE INTO EXISTING DRAINAGE IN THE OPEN END OF THE DRAINAGE SYSTEM. THIS TYPE OF DRAINAGE IS NOT TO BE USED FOR THE COLLECTION OF SURFACE DRAINAGE.

TYPE "U" LOCATED SURFACE DRAINAGE INTO EXISTING DRAINAGE IN THE OPEN END OF THE DRAINAGE SYSTEM. THIS TYPE OF DRAINAGE IS NOT TO BE USED FOR THE COLLECTION OF SURFACE DRAINAGE.

TYPE "V" LOCATED SURFACE DRAINAGE INTO EXISTING DRAINAGE IN THE OPEN END OF THE DRAINAGE SYSTEM. THIS TYPE OF DRAINAGE IS NOT TO BE USED FOR THE COLLECTION OF SURFACE DRAINAGE.

TYPE "W" LOCATED SURFACE DRAINAGE INTO EXISTING DRAINAGE IN THE OPEN END OF THE DRAINAGE SYSTEM. THIS TYPE OF DRAINAGE IS NOT TO BE USED FOR THE COLLECTION OF SURFACE DRAINAGE.

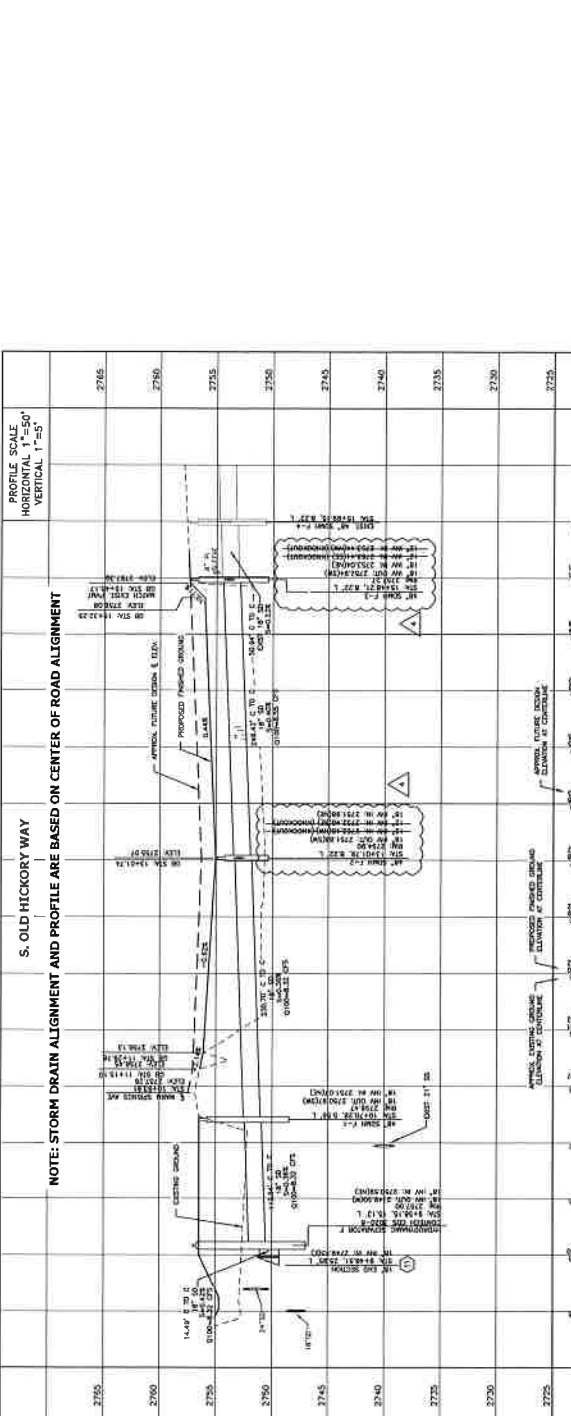
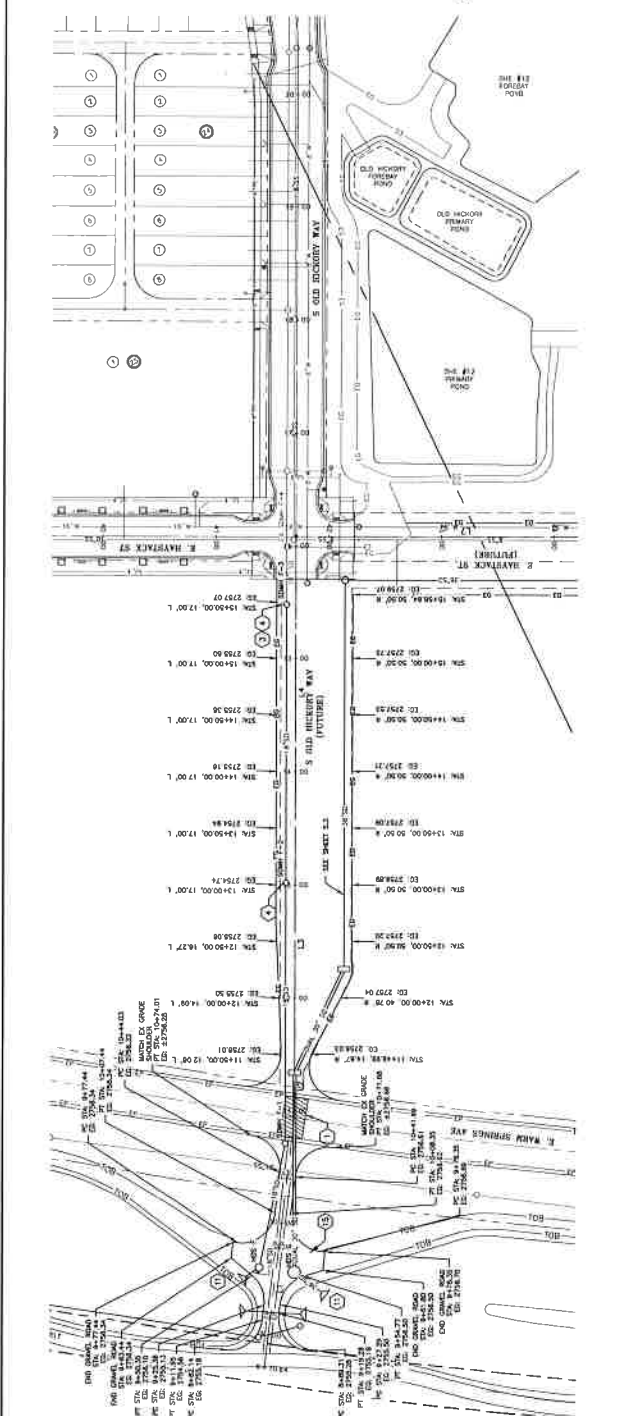
TYPE "X" LOCATED SURFACE DRAINAGE INTO EXISTING DRAINAGE IN THE OPEN END OF THE DRAINAGE SYSTEM. THIS TYPE OF DRAINAGE IS NOT TO BE USED FOR THE COLLECTION OF SURFACE DRAINAGE.

TYPE "Y" LOCATED SURFACE DRAINAGE INTO EXISTING DRAINAGE IN THE OPEN END OF THE DRAINAGE SYSTEM. THIS TYPE OF DRAINAGE IS NOT TO BE USED FOR THE COLLECTION OF SURFACE DRAINAGE.

TYPE "Z" LOCATED SURFACE DRAINAGE INTO EXISTING DRAINAGE IN THE OPEN END OF THE DRAINAGE SYSTEM. THIS TYPE OF DRAINAGE IS NOT TO BE USED FOR THE COLLECTION OF SURFACE DRAINAGE.

NO.	DATE	DESCRIPTION
1	12/31/2024	DESIGN FOR CONSTRUCTION
2	12/31/2024	REVISIONS
3	12/31/2024	REVISIONS
4	12/31/2024	REVISIONS
5	12/31/2024	REVISIONS

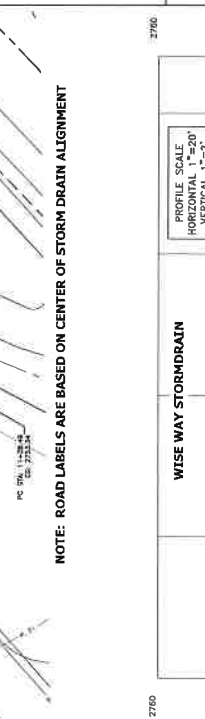
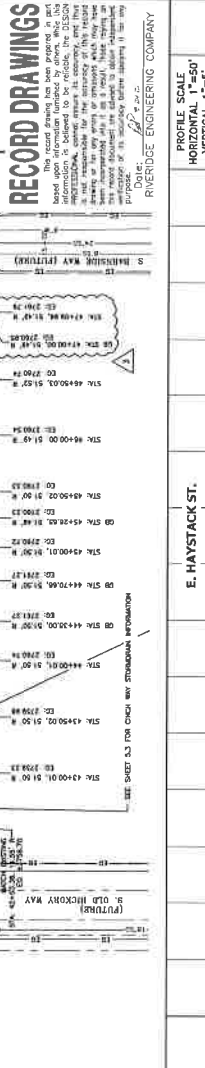
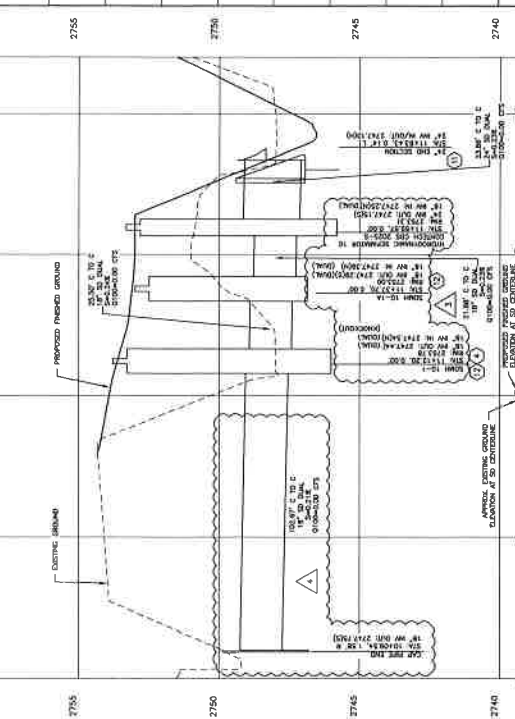
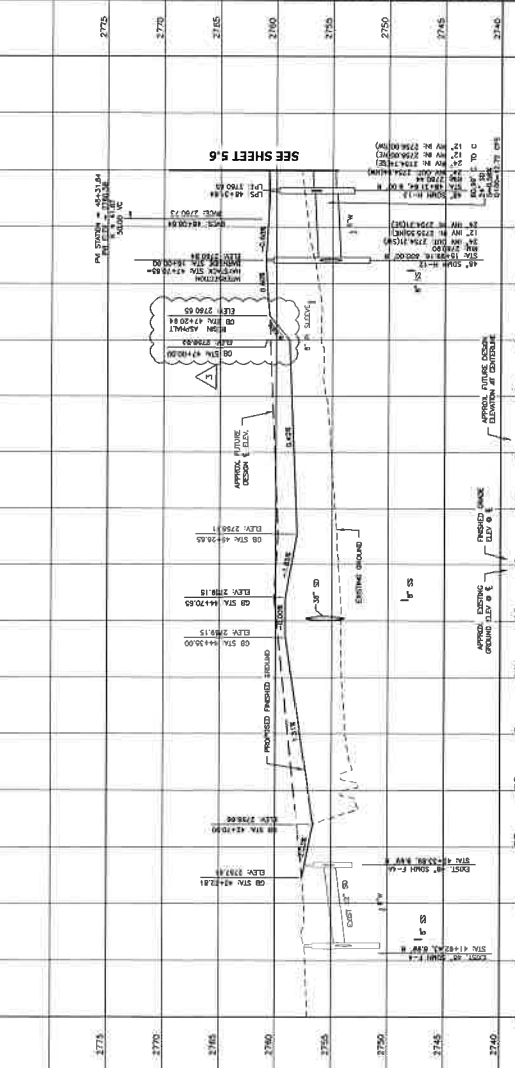
The record drawings have been prepared, in part, based upon information furnished by others. While the PROFESSIONAL ENGINEER has exercised due care and diligence in the preparation of these drawings, he or she does not warrant or represent that the drawings are free from errors or omissions. The user of these drawings shall be responsible for the accuracy of the information furnished by others and for the accuracy of the information furnished by the user. The user of these drawings shall be responsible for the accuracy of the information furnished by others and for the accuracy of the information furnished by the user.



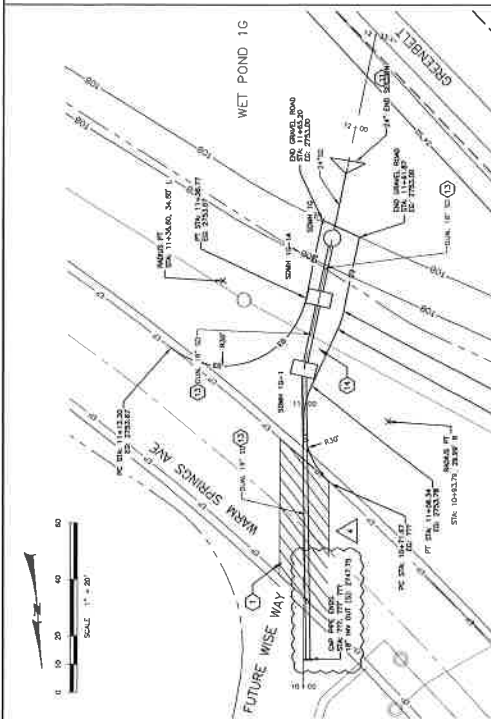
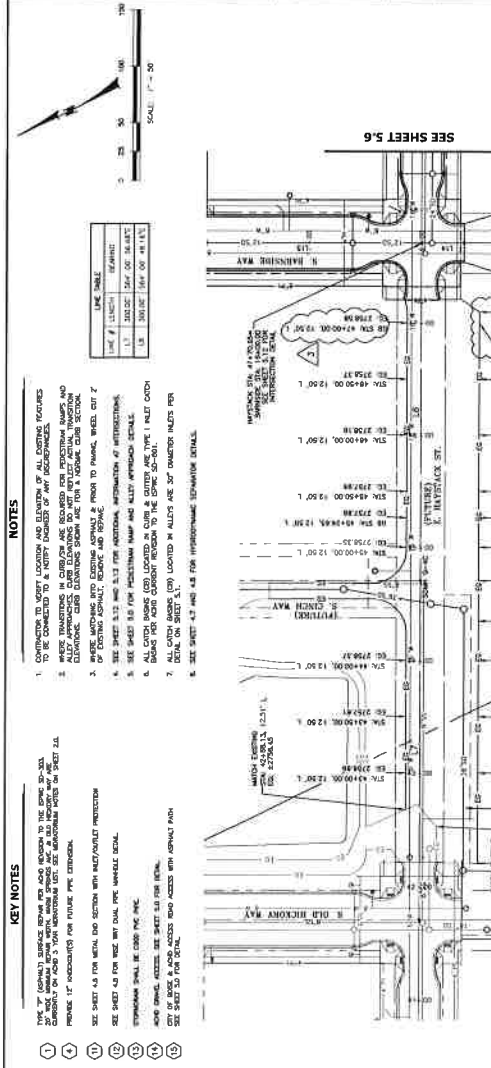
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HARRIS RANCH COMMUNITY INFRASTRUCTURE DISTRICT NO. 1 -
DALLAS HARRIS ESTATES TOWNSHIPS NO. 11 & STORM WATER POND
WISE WAY STORMDRAIN PLAN AND PROFILE & E. HAYSTACK ST
PLAN AND PROFILE STA 41+00 TO 47+00

DATE: 06/19/2023
PROJECT: 16023
SHEET: 5.5 OF 406



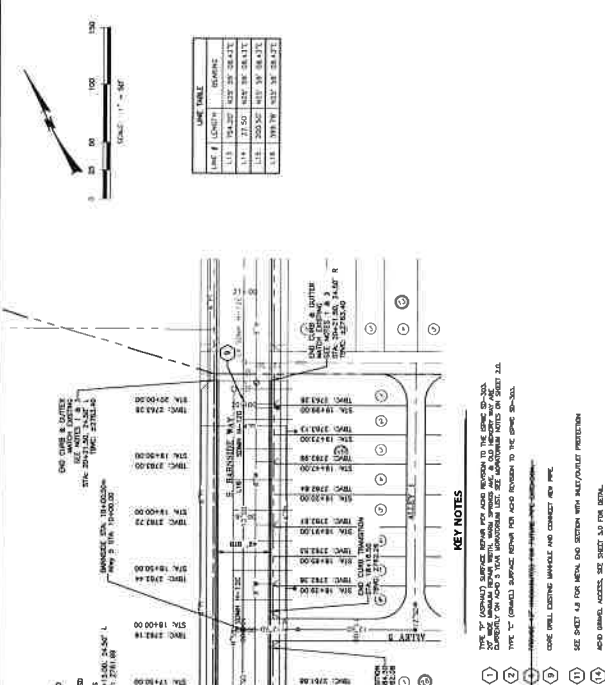
DATE: 06/19/2023
PROJECT: 16023
SHEET: 5.5 OF 406



S. BARNSIDE WAY PLAN & PROFILE

[illegible]

LiveRidge Engineering Company
1447 S. Vista Ave, Boise, Idaho 83705
(208) 344-1180, Fax (208) 344-1182

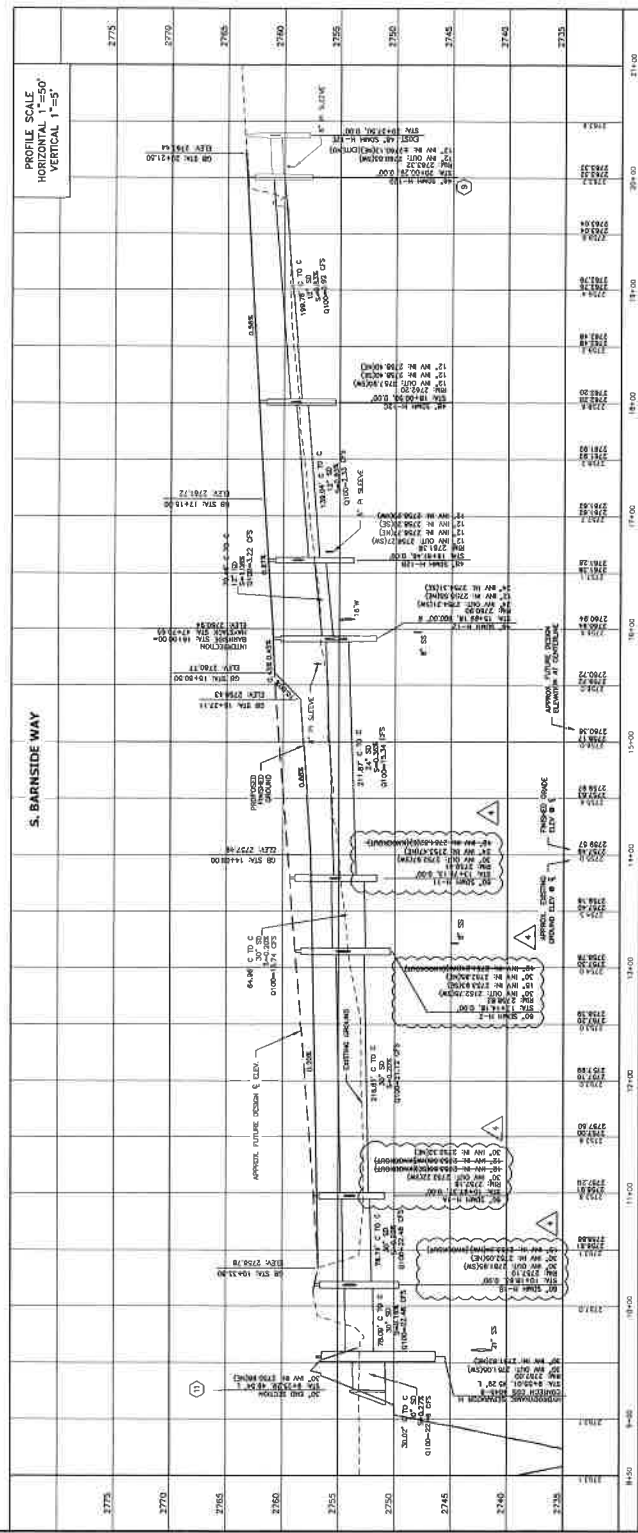
[illegible]

KEY NOTES

- 1 TYPE "B" (GRAVEL) SURFACE REPAIR FOR ACHD REVISION TO THE CRANE SD-303.
20' WIDE MINIMUM REPAIR WITHIN MAJOR SPINDERS ARE, & OLD HIGHWAY MAY BE
CURRENTLY ON ACHD 5 YEAR MONITORING LIST. SEE MONITORING NOTES ON SHEET 2.0.
- 2 TYPE "C" (GRAVEL) SURFACE REPAIR FOR ACHD REVISION TO THE CRANE SD-303.

9	CODE DRILL EXISTING HANGHOLE AND CORRECT NEW HANG
11	SIZE SHEET 4.8 FOR METAL END SECTION WITH INLET/OUTLET PRESS
14	ACRO DRAWD ACCESS. SIZE SHEET 5.0 FOR DETAIL.

NOTES

[illegible]

S. BROOKRIDGE WAY PLAN AND PROFILE

RECORD DRAWINGS


[illegible]

Date: 12/10/2011
RIVERDICE ENGINEERING COMPANY

REV	DATE	DESCRIPTION	AMOUNT	BALANCE
1	8/21/18	ALBERTS INC. A/C. CITY OF BOISE	100.00	100.00
2	10/01/18	SWIFT INC. 30, 22, 33, 34, 35, 36 & 38	100.00	200.00
3	11/01/18	ROBERTS INC. 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100	100.00	300.00
4	11/01/18	2-12 BIRTHDAY & BIRTHDAY CANCELS	100.00	400.00
5	11/01/18	ADULT INTERSECTION ON HOPES WELL WAY	100.00	500.00



**RiverRidge
Engineering
Company**
2447 S. Vista A
Ph. (208) 344-11



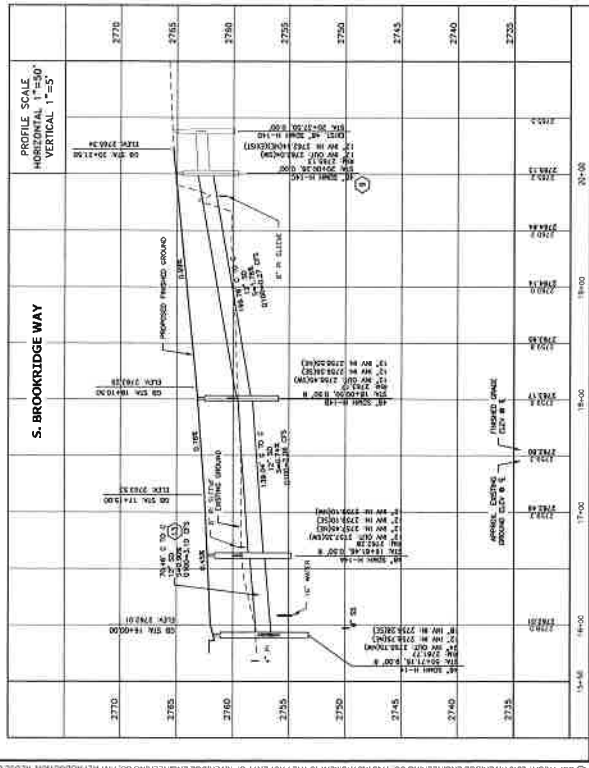
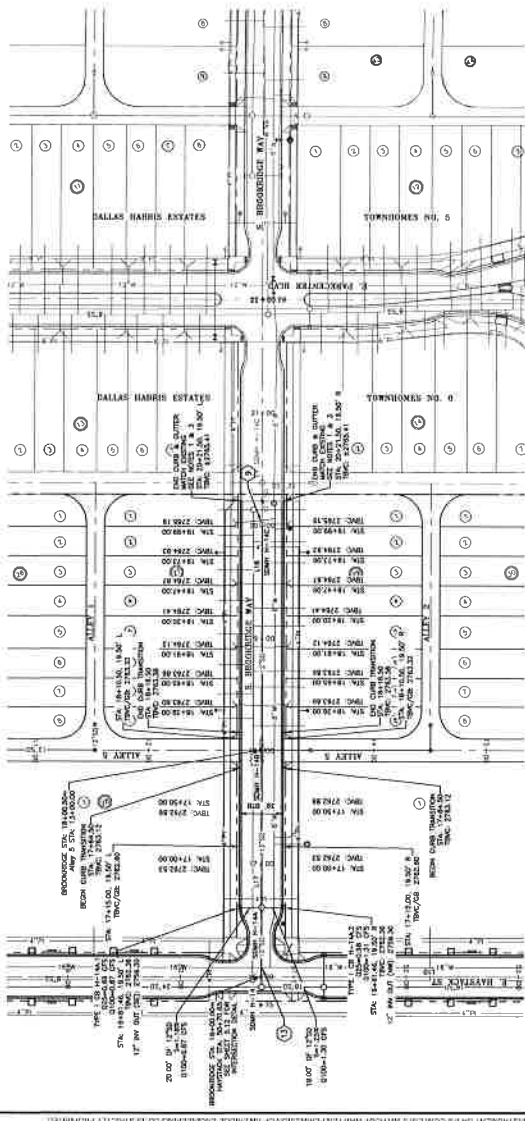
NOTES

- [illegible]

KEY NOTES

- 7 REMOVE EXISTING SO STRUCTURE. INSTALL NEW MANHOLE AND CONNECT TO EXISTING STORM DRAIN PIPE.
- 8 CORE DRILL EXISTING MANHOLE AND CONNECT NEW PIPE.
- 13 STORMDRAIN SHALL BE 6000 PIG PIPE.

LINE TABLE	
LINE #	REMARKS
1.17	200.34' @ 20.34' @ 1.17
1.18	200.34' @ 20.34' @ 1.18



DATE: 08/01/2011
PROJECT: 1803 1803 1803
SHEET: 548 OF 448

HARRIS RANCH COMMUNITY INFRASTRUCTURE DISTRICT NO. 1
DALLAS HARRIS ESTATES TOWNHOMES NO. 11 & STORM WATER POND
S. MILLBROOK WAY PLAN AND PROFILE

RECORD DRAWINGS

This record drawing has been prepared, in part, based upon information furnished by others. While the PROFESSIONAL ENGINEER has exercised due care and skill in the preparation of this drawing, he or she does not warrant or assume any liability for any errors or omissions which may have occurred or for any consequences which may result from the use of this drawing. The user of this drawing is advised that the PROFESSIONAL ENGINEER is not responsible for the accuracy of the information supplied by the user.

DATE: 08/01/2011
PROJECT: 1803 1803 1803
SHEET: 548 OF 448

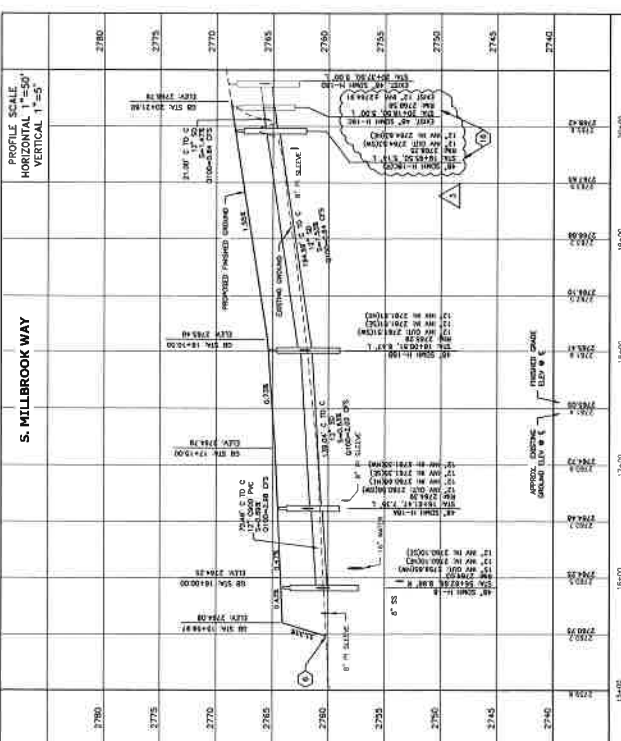
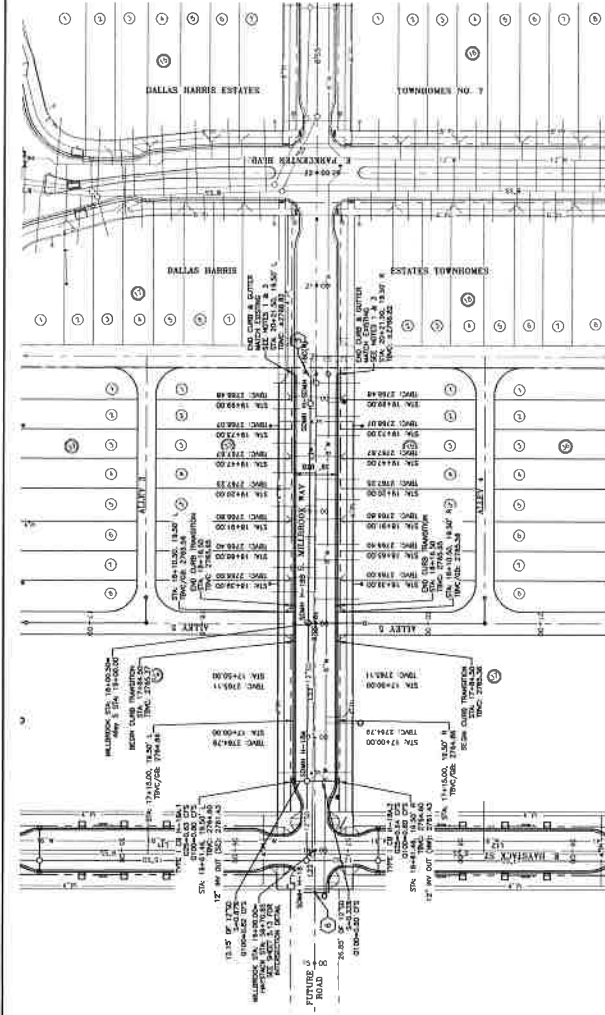
DATE TABLE	
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11/11/09	11/11/09
11/11/09	11/11/09
11/11/09	11/11/09

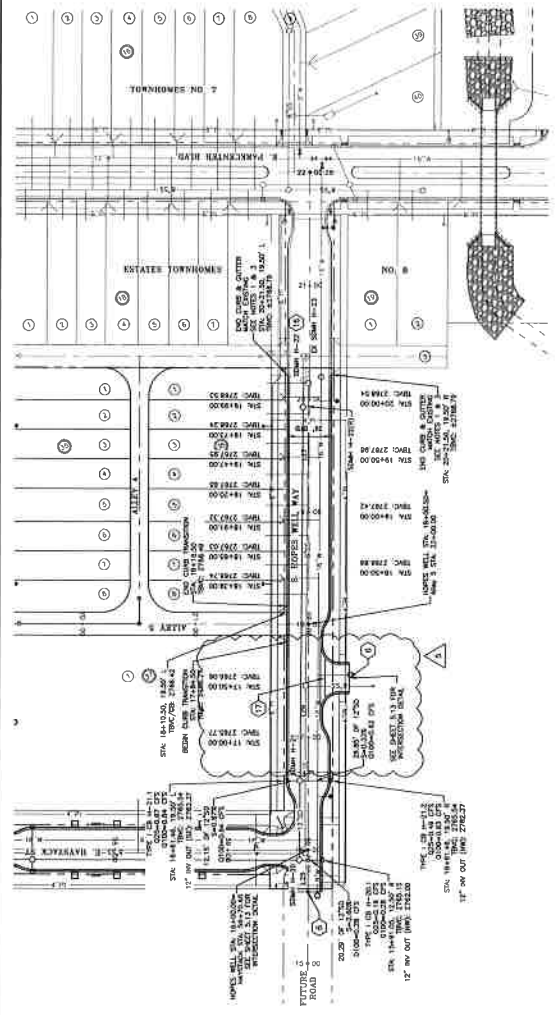
KEY NOTES

1. METAL OAK PINE WAREHOUSE FOR OLD HOUSE DETAIL ON SHEET A-4.
2. EXISTING PAVEMENT 3 FEET BEYOND EDGE OF PAVEMENT AND SLOPE AT 2:1 TO MATCH SUBGRADE.
3. REMAIN AND RELOCATE DIST. SHOWN TO 200' TO 300' TO CORNER DETAIL AND CONNECT AND PINE.

NOTES

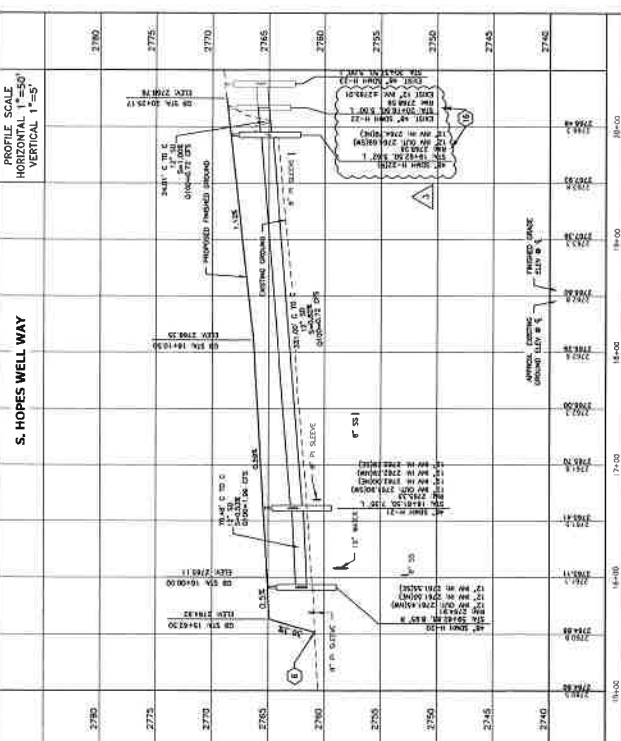
1. CONTRIBUTE TO VERTY LOCATION AND ELEVATION OF ALL EXISTING FEATURES TO BE CONNECTED TO A NEWLY DETERMINED SET OF RECORDS.
2. EXISTING TRANSVERSE IN DRAINAGE ARE REQUIRED FOR EXISTING PAVEMENT AND ELEVATION. EXISTING ELEVATION SHOWN ARE FOR A NORMAL CORNER DETAIL.
3. EXISTING TRANSVERSE AND ELEVATION ARE REQUIRED FOR EXISTING PAVEMENT AND ELEVATION. EXISTING ELEVATION SHOWN ARE FOR A NORMAL CORNER DETAIL.
4. SEE SHEET 512 AND 513 FOR ADDITIONAL INFORMATION AT INTERSECTIONS.
5. SEE SHEET 512 FOR ADDITIONAL INFORMATION AT INTERSECTIONS.
6. ALL CATCH BASINS (CB) LOCATED IN CATCH BASIN ARE TYPE I INLET CATCH BASIN FOR ALSO CATCH BASIN TO THE SPAC 30-40'.
7. SEE SHEET 512 FOR ADDITIONAL INFORMATION AT INTERSECTIONS.
8. SEE SHEET 4.7 AND 4.8 FOR HYDROLOGICAL DETAIL.





- NOTES**
1. CONTINUATION TO VERTY LOCATION AND ELEVATION OF ALL EXISTING FEATURES TO BE CONNECTED TO A NEWLY CONSTRUCTED WELLS.
 2. ALL EXISTING WELLS TO BE REMOVED AND REPLACED WITH NEW WELLS.
 3. ALL EXISTING WELLS TO BE REMOVED AND REPLACED WITH NEW WELLS.
 4. SEE SHEET 5.11 FOR ADDITIONAL INFORMATION AT INTERSECTIONS.
 5. SEE SHEET 5.11 FOR ADDITIONAL INFORMATION AT INTERSECTIONS.
 6. SEE SHEET 5.11 FOR ADDITIONAL INFORMATION AT INTERSECTIONS.
 7. SEE SHEET 5.11 FOR ADDITIONAL INFORMATION AT INTERSECTIONS.
 8. SEE SHEET 5.11 FOR ADDITIONAL INFORMATION AT INTERSECTIONS.
- KEY NOTES**
1. SEE SHEET 5.11 FOR ADDITIONAL INFORMATION AT INTERSECTIONS.
 2. SEE SHEET 5.11 FOR ADDITIONAL INFORMATION AT INTERSECTIONS.
 3. SEE SHEET 5.11 FOR ADDITIONAL INFORMATION AT INTERSECTIONS.
 4. SEE SHEET 5.11 FOR ADDITIONAL INFORMATION AT INTERSECTIONS.
 5. SEE SHEET 5.11 FOR ADDITIONAL INFORMATION AT INTERSECTIONS.
 6. SEE SHEET 5.11 FOR ADDITIONAL INFORMATION AT INTERSECTIONS.
 7. SEE SHEET 5.11 FOR ADDITIONAL INFORMATION AT INTERSECTIONS.
 8. SEE SHEET 5.11 FOR ADDITIONAL INFORMATION AT INTERSECTIONS.

LINE #	LINE TYPE	BEARING
1.17	100' WIDE	N 0° 0' 0" E
1.18	100' WIDE	N 0° 0' 0" E
1.19	100' WIDE	N 0° 0' 0" E
1.20	100' WIDE	N 0° 0' 0" E
1.21	100' WIDE	N 0° 0' 0" E
1.22	100' WIDE	N 0° 0' 0" E
1.23	100' WIDE	N 0° 0' 0" E
1.24	100' WIDE	N 0° 0' 0" E
1.25	100' WIDE	N 0° 0' 0" E
1.26	100' WIDE	N 0° 0' 0" E
1.27	100' WIDE	N 0° 0' 0" E
1.28	100' WIDE	N 0° 0' 0" E
1.29	100' WIDE	N 0° 0' 0" E
1.30	100' WIDE	N 0° 0' 0" E
1.31	100' WIDE	N 0° 0' 0" E
1.32	100' WIDE	N 0° 0' 0" E
1.33	100' WIDE	N 0° 0' 0" E
1.34	100' WIDE	N 0° 0' 0" E
1.35	100' WIDE	N 0° 0' 0" E
1.36	100' WIDE	N 0° 0' 0" E
1.37	100' WIDE	N 0° 0' 0" E
1.38	100' WIDE	N 0° 0' 0" E
1.39	100' WIDE	N 0° 0' 0" E
1.40	100' WIDE	N 0° 0' 0" E
1.41	100' WIDE	N 0° 0' 0" E
1.42	100' WIDE	N 0° 0' 0" E
1.43	100' WIDE	N 0° 0' 0" E
1.44	100' WIDE	N 0° 0' 0" E
1.45	100' WIDE	N 0° 0' 0" E
1.46	100' WIDE	N 0° 0' 0" E
1.47	100' WIDE	N 0° 0' 0" E
1.48	100' WIDE	N 0° 0' 0" E
1.49	100' WIDE	N 0° 0' 0" E
1.50	100' WIDE	N 0° 0' 0" E



HARRIS RANCH COMMUNITY INFRASTRUCTURE DISTRICT NO. 1 - DALLAS HARRIS ESTATES TOWNHOMES NO. 11 & STORM WATER POND IMPROVEMENTS

S. HOPES WELL WAY PLAN AND PROFILE

PH. (208) 344-1180, FAX (208) 344-1182
2447 S. VELA AVE., BOISE, IDAHO 83705
RiverRidge Engineering Company

RECORD DRAWINGS

The record drawings have been prepared, in part, based on field data and information provided by the owner. The engineer assumes no responsibility for the accuracy of the information as reflected in the drawings, and the engineer is not responsible for the accuracy of the information as reflected in the drawings, and the engineer is not responsible for the accuracy of the information as reflected in the drawings.

DATE: 10/1/2011
PROJECT: 10/1/2011
SHEET: 5.11 OF 46
RIVERIDGE ENGINEERING COMPANY

**HARRIS RANCH COMMUNITY INFRASTRUCTURE DISTRICT NO. 1 -
DALLAS HARRIS ESTATES TOWNSHIPS NO. 11 & STORM WATER POND
IMPROVEMENTS**

[illegible]

**RiverRidge
Engineering
Company**
2447 S. Vista A
Ph. (208) 344-11



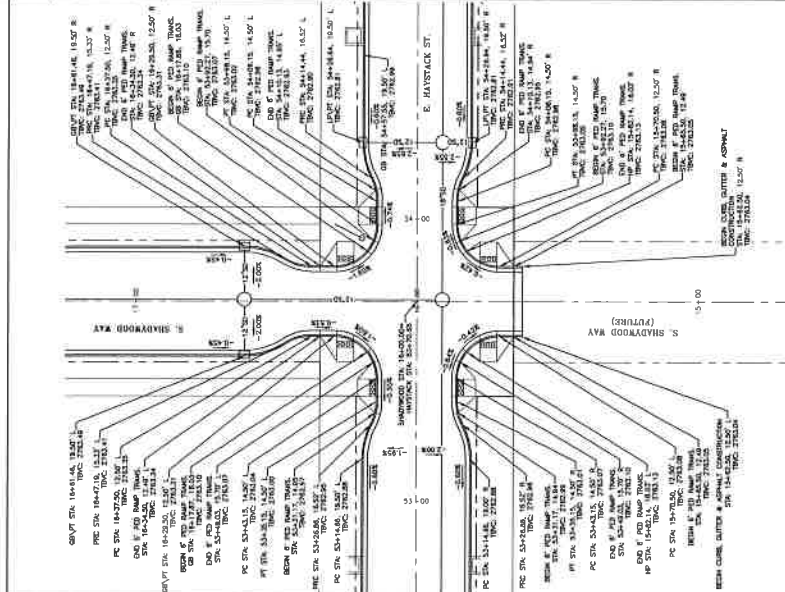
2447 S. Vista Ave. Boise, Idaho 83705
Ph. (208) 344-1180, Fax (208) 344-1182

RECORD DRAWINGS

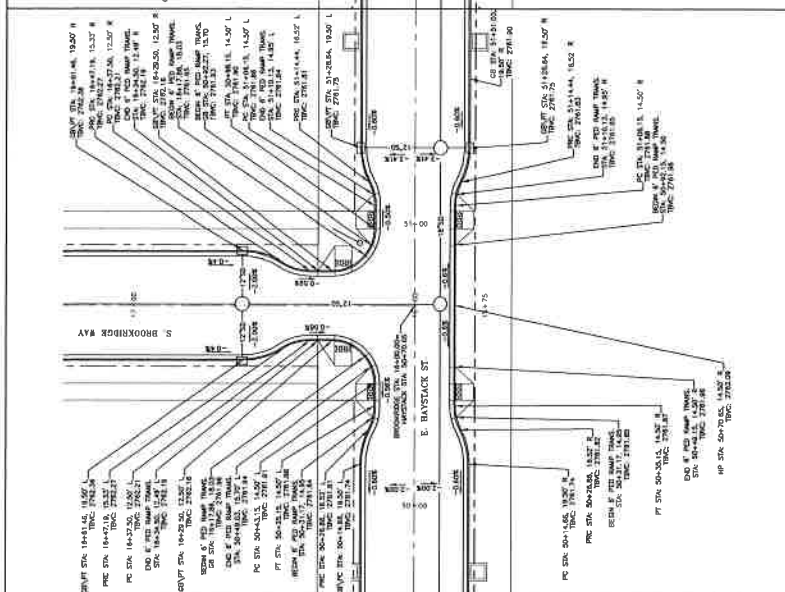
This record drawing has been prepared, in part based upon information furnished by others. While this information is believed to be reliable, the DESIGN ENGINEER cannot assume its accuracy, and thus is not responsible for the correctness of this record drawing or the any errors or omissions which may have been incorporated into it as a result. Items appearing on this record drawing are intended to show the location of the occurrence and are not intended to show the location of the occurrence.

DATE: 10/10/20
RIVERIDGE ENGINEERING COMPANY

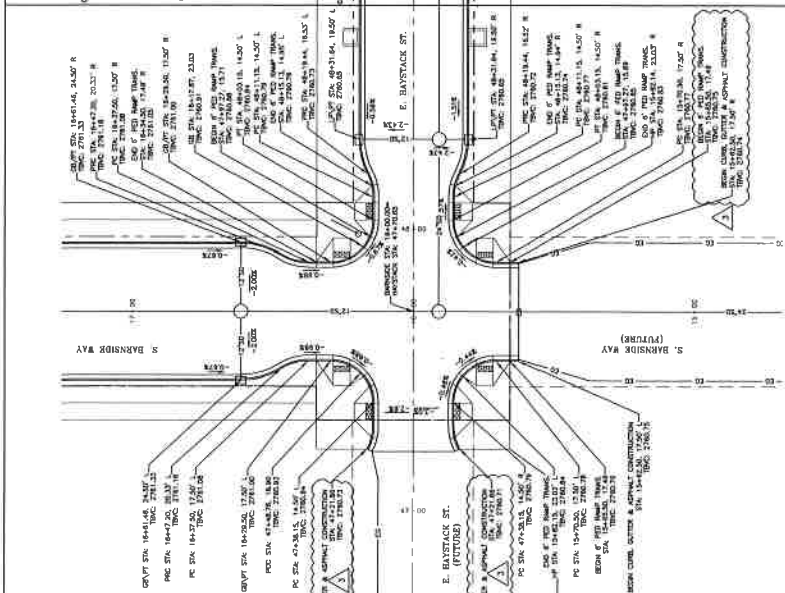
INTERSECTION E. HAYSTACK ST. AND S. SHADYWOOD WAY



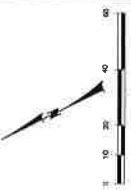
INTERSECTION E. HAYSTACK ST. AND S. BROOKRIDGE WAY



INTERSECTION E. HAYSTACK ST. AND S BARSIDE WAY




- NOTES**



INTERSECTIONS - SHEET 2 OF 2

[illegible]

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2447 S. Vista A
Ph. (208) 344-11

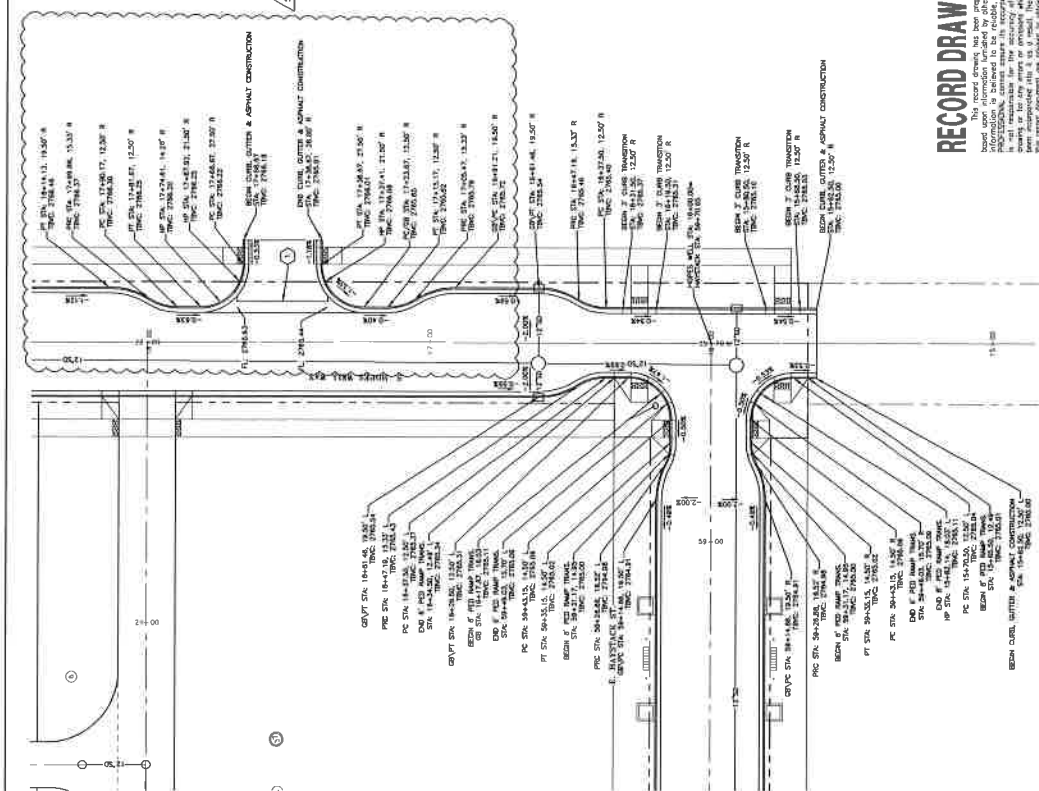


INTERSECTION E. HAYSTACK ST. AND S. HOPE\$ WELL WAY

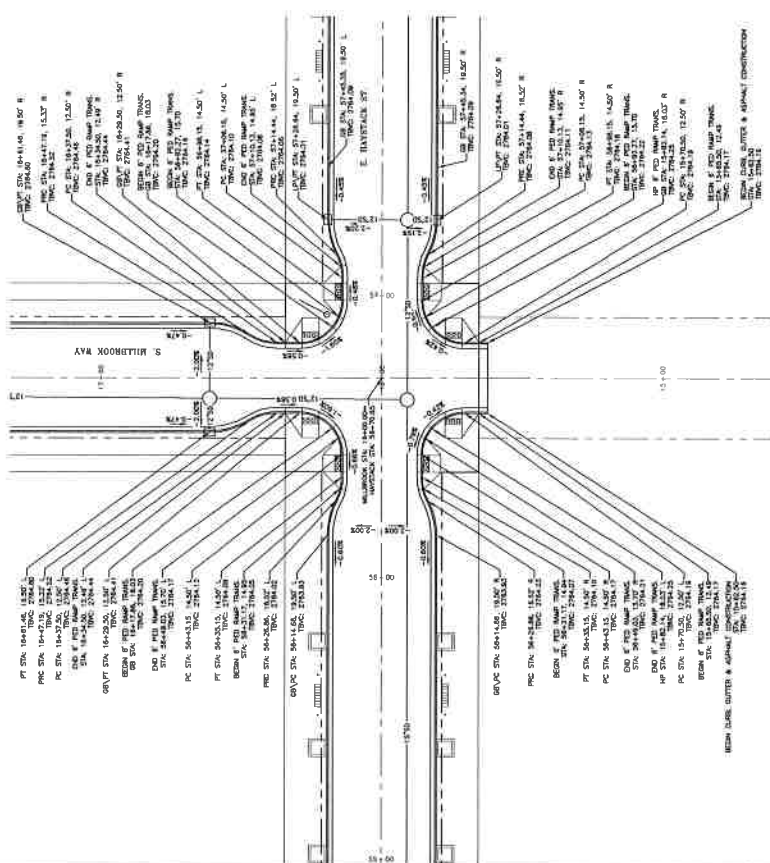
Date: 12/21/21
RIVERIDGE ENGINEERING COMPANY

RECORD DRAWINGS

This record drawing has been prepared, in part, based upon information furnished by others. While this information is believed to be reliable, the DESIGN ENGINEER assumes no responsibility for its accuracy, and thus a disclaimer of warranty is hereby made. The user of this drawing or any portion thereof, for any action or omission which may have resulted therefrom, shall be solely responsible. The user of this drawing shall be deemed to have accepted the accuracy of its accuracy before applying it to any project.



INTERSECTION E, HAYSTACK ST. AND S. MILLBROOK WAY



NOTES

- ALL CLERKS SHOWN ALONG CLERK/JOURNALER ARE BACK UP CLERK SCHEDULE.

KEY NOTES

- VALLEY GUTTER PER SQ-YD FOR CURRENT ROADS TO THE 1986

DATE: 10/2/2018
PROJECT: 1002 ALLEY
SHEET: 5 OF 16

HARRIS RANCH COMMUNITY INFRASTRUCTURE DISTRICT NO. 1 -
DALLAS HARRIS ESTATES TOWNHOMES NO. 11 & STORM WATER POND
IMPROVEMENTS

ALLEY - 1 PLAN AND PROFILE

NO.	REVISIONS	DATE
1	ISSUED FOR PERMIT	10/2/2018
2	REVISED PER CITY OF DALLAS	10/2/2018
3	REVISED PER CITY OF DALLAS	10/2/2018
4	REVISED PER CITY OF DALLAS	10/2/2018
5	REVISED PER CITY OF DALLAS	10/2/2018
6	REVISED PER CITY OF DALLAS	10/2/2018
7	REVISED PER CITY OF DALLAS	10/2/2018
8	REVISED PER CITY OF DALLAS	10/2/2018
9	REVISED PER CITY OF DALLAS	10/2/2018
10	REVISED PER CITY OF DALLAS	10/2/2018



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RECORD DRAWINGS

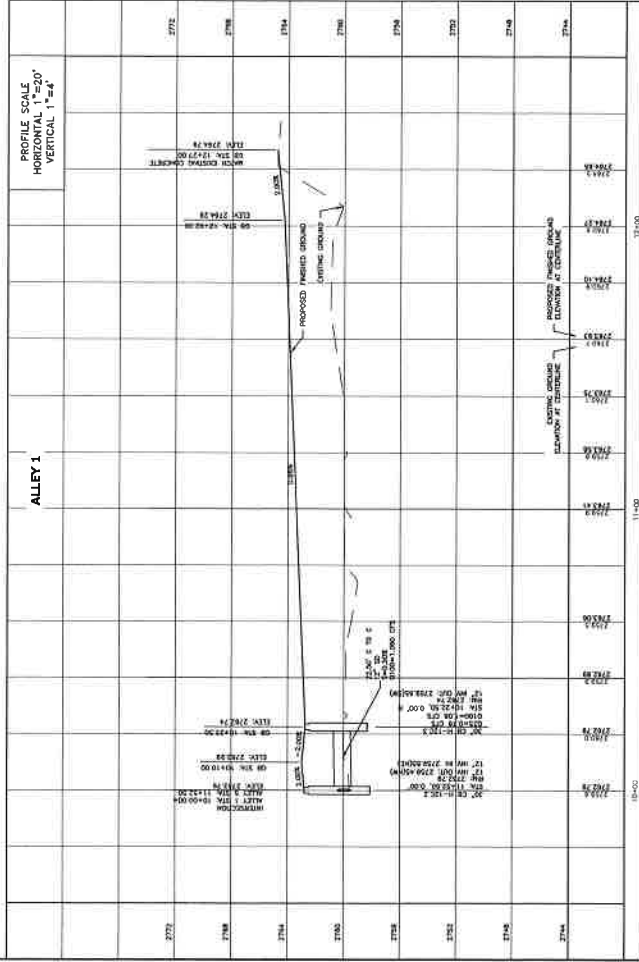
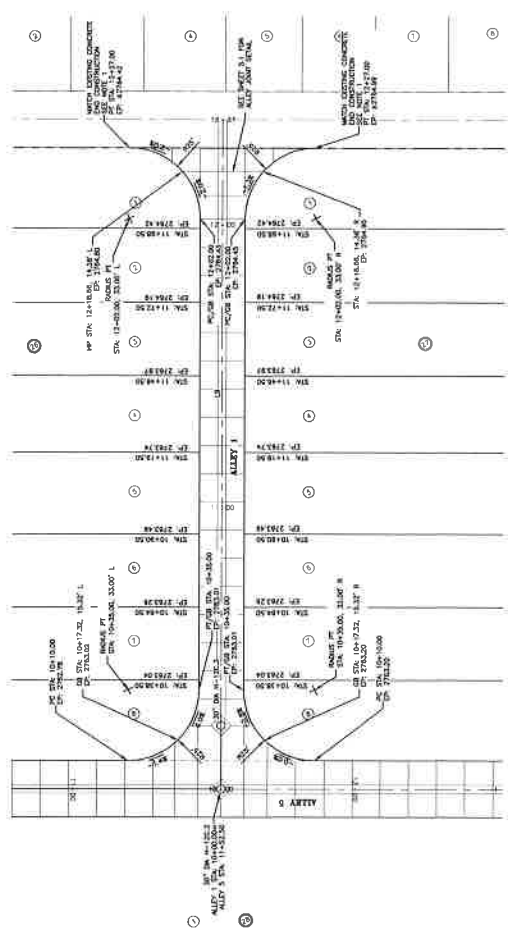
The record drawings have been prepared, in part or in whole, by the undersigned, a duly Licensed Professional Engineer, and the undersigned hereby certifies that the drawings are a true and correct representation of the work actually performed, and that the undersigned is not aware of any falsification of the same. The undersigned further certifies that the drawings are a true and correct representation of the work actually performed, and that the undersigned is not aware of any falsification of the same.

DATE: 10/2/2018
PROJECT: 1002 ALLEY
SHEET: 5 OF 16

LINE	LENGTH	BEARING
1-2	127.00'	N45° 30' 00" E

NOTES

1. REFER TO THE CITY OF DALLAS RECORD DRAWINGS FOR ALL EXISTING FEATURES TO BE CONVEYED TO A CITY ENGINEER FOR ANY NECESSARY REVISIONS.
2. WHERE TRANSFORMS IN CURVES ARE REQUIRED, CURB ELEVATIONS DO NOT EXCEED 1.0' FROM THE FINISHED GRADE. CURB ELEVATIONS SHALL BE FOR A NORMAL CURB SECTION.
3. CATCH BASIN IN ALLEY SHALL BE 30" DIAMETER MANHOLE WITH 1'-10" DEPTH.
4. SEE SHEET 4 FOR ALLY DETAILS.



SHEET 2.13 OF 40

HARRIS RANCH COMMUNITY INFRASTRUCTURE DISTRICT NO. 1 -
DALLAS HARRIS ESTATES TOWNHOMES NO. 11 & STORM WATER POND
IMPROVEMENTS

ALLEY - 2 PLAN AND PROFILE

NO.	REVISIONS	DATE	BY	CHKD
1	REVISED PER MNDL CITY OF BOONE &	8/27/18	DEKORSE	WIL
2	REVISED PER MNDL CITY OF BOONE &	10/26/18	DEKORSE	WIL
3	REVISED PER MNDL CITY OF BOONE &	12/20/20	DEKORSE	WIL
4	REVISED PER MNDL CITY OF BOONE &	5/7/2023	DEKORSE	WIL
5	ADDED INTERSECTION ON HARRIS WALK WAY	5/7/2023	DEKORSE	WIL



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Company
2447 S. Vista Ave., Boise, Idaho 83705
Ph. (208) 344-1180, Fax (208) 344-1182

RECORD DRAWINGS

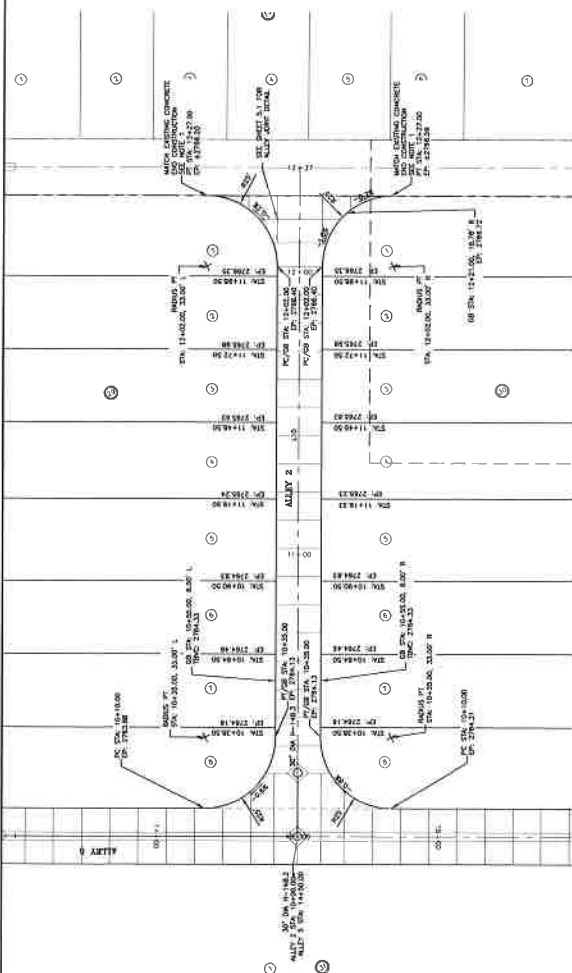
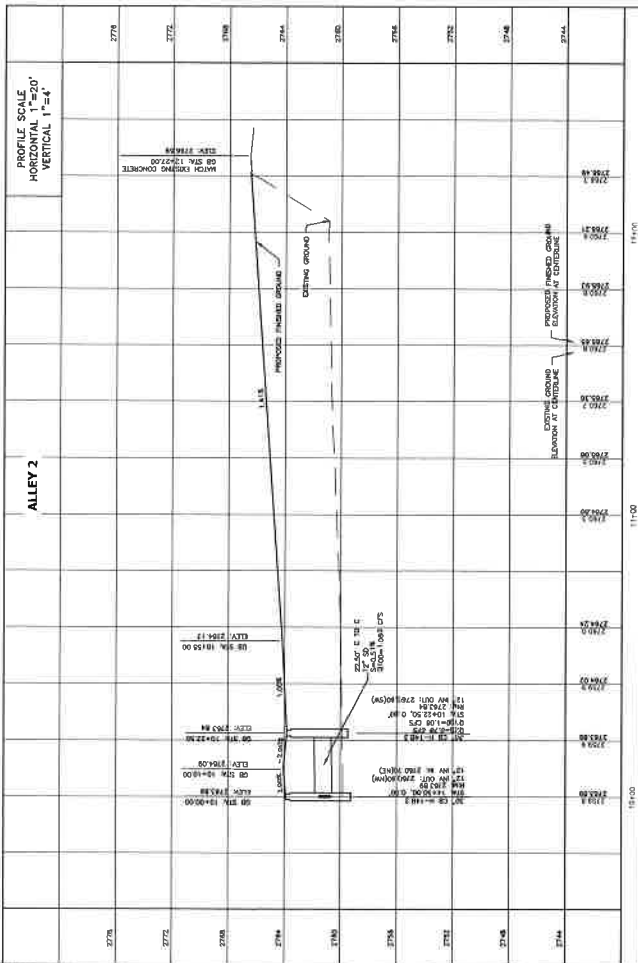
This record drawing has been prepared, in part, based upon information furnished by others. While the engineer has made a visual inspection of the same, he does not assume any responsibility for the accuracy of the information furnished. It is the responsibility of the client to verify the accuracy of the information furnished. The engineer's responsibility is limited to the design of the improvements shown on this drawing. The engineer does not assume any responsibility for the construction of the improvements shown on this drawing. The engineer's responsibility is limited to the design of the improvements shown on this drawing.

Date: 8/27/18
Riveridge Engineering Company

LINE #	LENGTH	BEARING
1.18	227.00'	N27° 52' 38" E

NOTES


1. CONSTRUCTION TO VERIFY LOCATION AND ELEVATION OF ALL EXISTING FEATURES.
2. WHERE TRANSITIONS IN CURVES ARE REQUIRED, CURB ELEVATIONS DO NOT VARY MORE THAN 1.00' FROM THE EXISTING ELEVATION. CURB ELEVATIONS SHOWN ARE FOR A 1.00' HIGH CURB.
3. CATCH BASIN IN ALLEY 2 SHALL BE 30" DIAMETER MANHOLE WITH 14" FOOT DEPTH.
4. SEE SHEET 2.14 FOR DETAIL AND CONCRETE FINISHING.



[illegible]

DALLAS HARRIS ESTATES TOWNHOMES NO. 11 & STORM WATER POND IMPROVEMENTS

Ph. (208) 344-1180, Fax (208) 344-1182



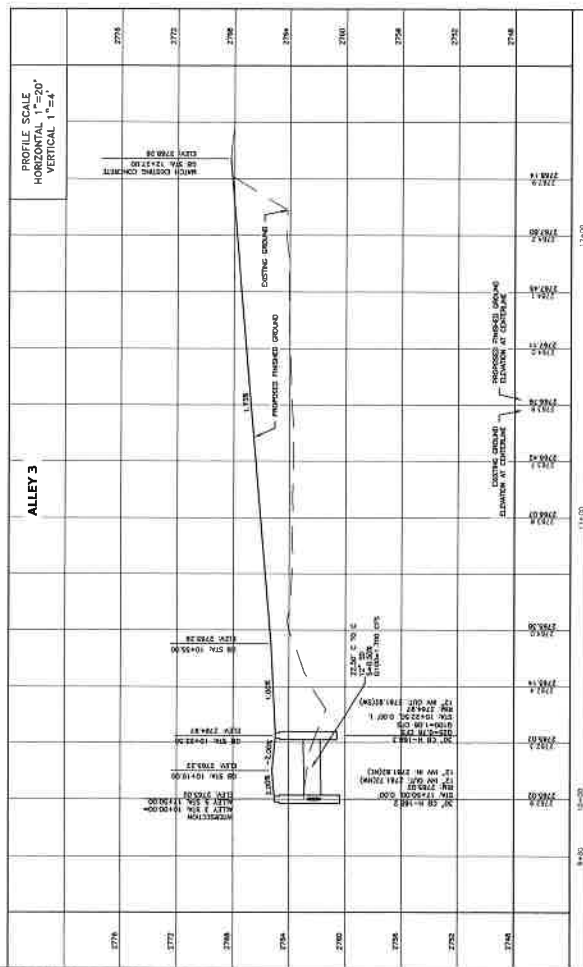
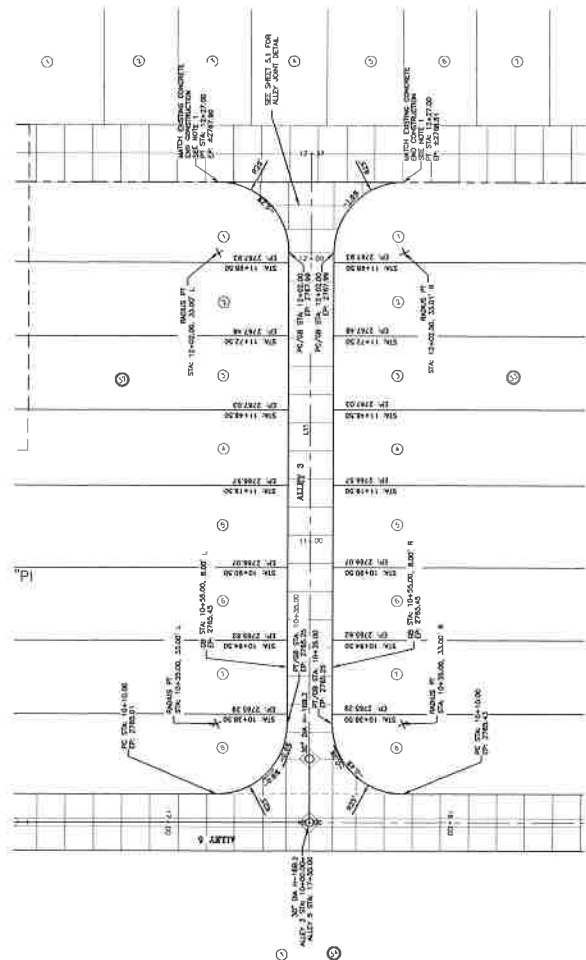
CONTRACTOR TO VERIFY LOCATION AND ELEVATION OF ALL EXISTING FEATURES TO BE CONNECTED TO & NOTIFY ENGINEER OF ANY DISCREPANCIES.

WHERE TRANSITIONS IN CURB/FSW ARE REQUIRED, CURB ELEVATIONS DO NOT REFLECT ACTUAL TRANSITION ELEVATIONS. CURB ELEVATIONS SHOWN ARE FOR A NORMAL CURB SECTION.

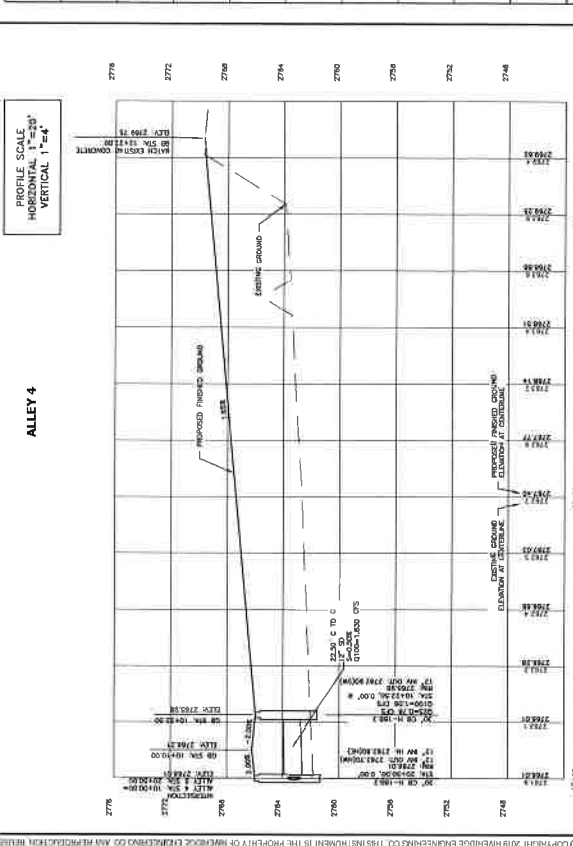
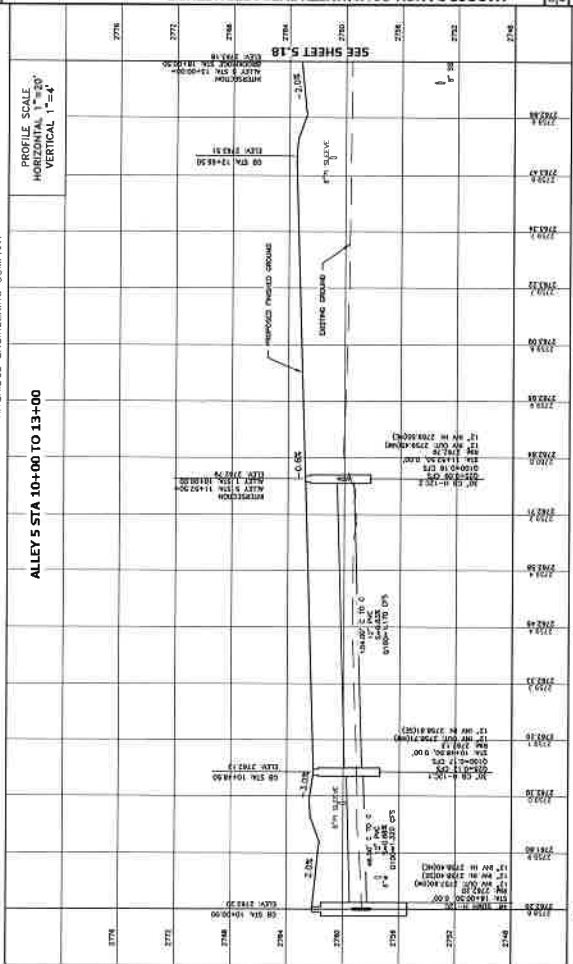
CATCH BASIN IN ALLEYS SHALL BE 30" DIAMETER MANHOLE WITH 1-FOOT SUMP AND GRATED INLET. SEE SHEET 5.0 FOR DETAIL AND CONCRETE JOINTING. SEE SHEET 3.1 FOR ALLEY DETAILS.



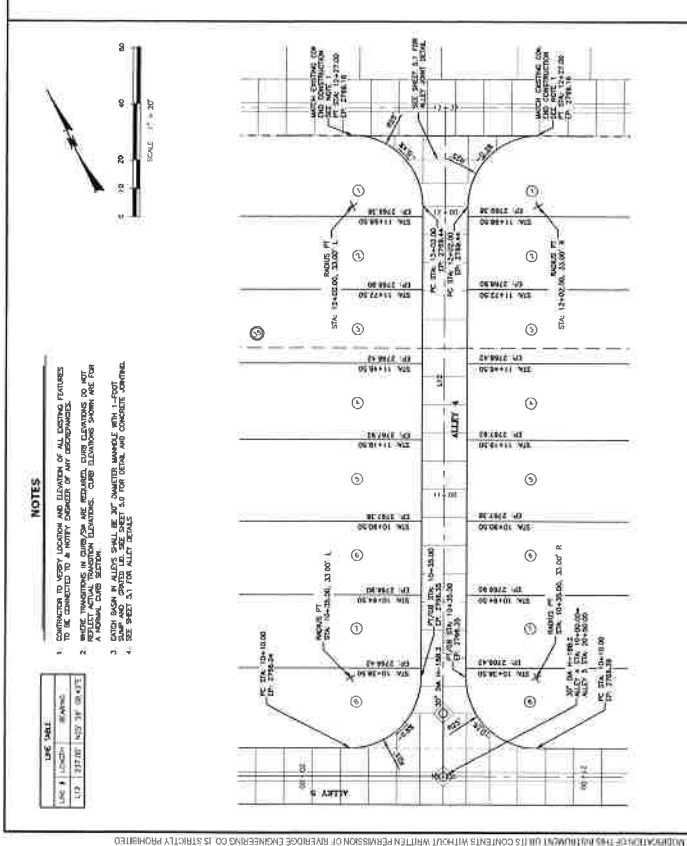
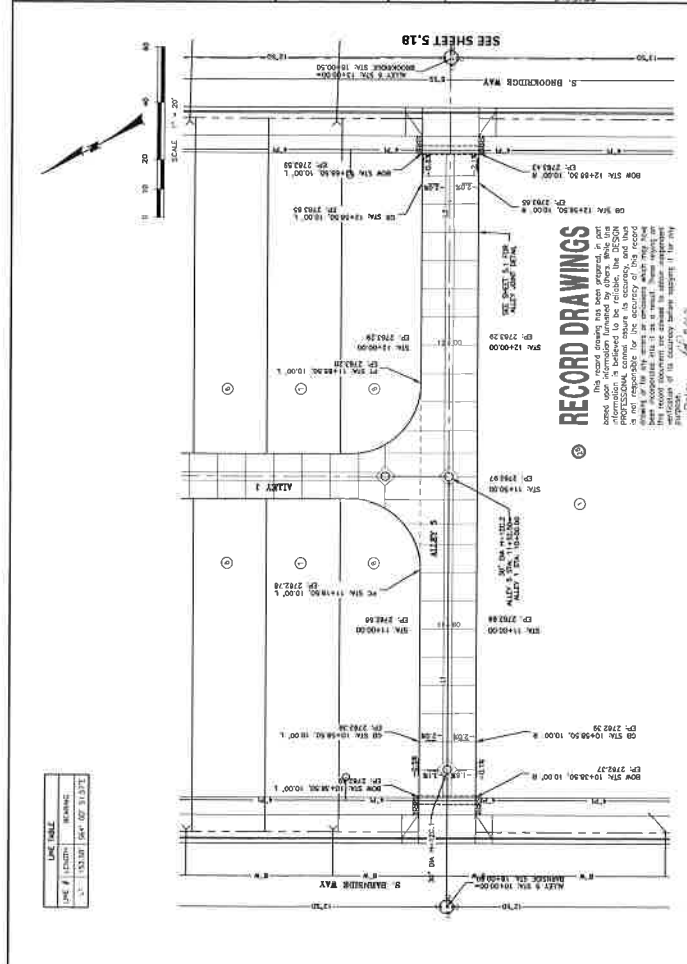
LINE TABLE	
LINE #	LENGTH
1-10	931 MB
11-20	931 MB



HARRIS RANCH COMMUNITY INFRASTRUCTURE DISTRICT NO. 1 -
DALLAS HARRIS ESTATES TOWNSHIPS NO. 11 & 18 STORM WATER POND
IMPROVEMENTS
ALLEY - 4 AND ALLEY - 5 STA 10+00 TO 13+00 PLAN AND PROFILE



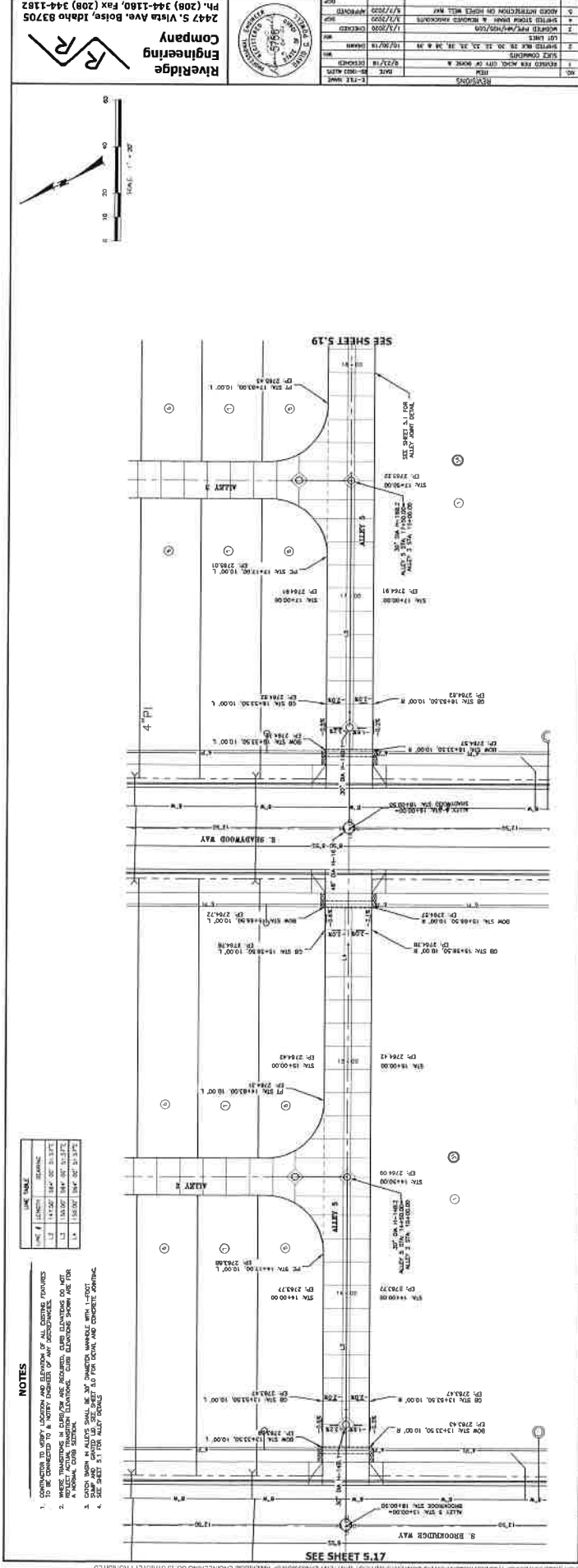
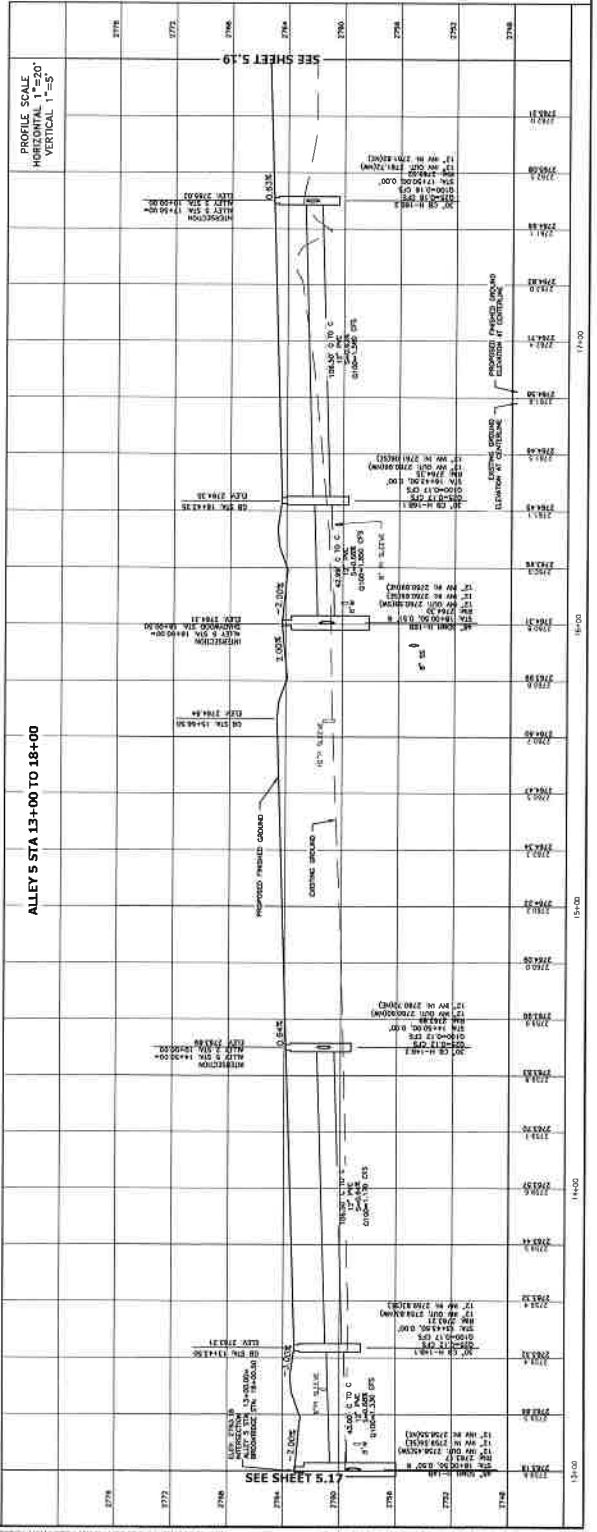
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2	REVISED FOR ACH. CITY OF MOORE A.	8/23/19	WJ	WJ
3	REVISED FOR ACH. CITY OF MOORE A.	8/23/19	WJ	WJ
4	REVISED FOR ACH. CITY OF MOORE A.	8/23/19	WJ	WJ
5	REVISED FOR ACH. CITY OF MOORE A.	8/23/19	WJ	WJ



DATE: 10/10/2023
PROJECT: ALLEY - S PLAN AND PROFILE STA 13+00 TO 18+00
DRAWN: RIVERIDGE ENGINEERING COMPANY

HARRIS RANCH COMMUNITY INFRASTRUCTURE DISTRICT NO. 1 -
DALLAS HARRIS ESTATES TOWNSHIPS NO. 11 & STORM WATER POND
IMPROVEMENTS

ALLEY - S PLAN AND PROFILE STA 13+00 TO 18+00



- NOTES**
1. THE CONSTRUCTION OF THE ALLEY AND THE PROPOSED PROFILE GRADE LINE SHALL BE IN ACCORDANCE WITH THE CITY OF DALLAS SPECIFICATIONS FOR STORM WATER POND IMPROVEMENTS.
 2. THE PROPOSED PROFILE GRADE LINE SHALL BE IN ACCORDANCE WITH THE CITY OF DALLAS SPECIFICATIONS FOR STORM WATER POND IMPROVEMENTS.
 3. THE PROPOSED PROFILE GRADE LINE SHALL BE IN ACCORDANCE WITH THE CITY OF DALLAS SPECIFICATIONS FOR STORM WATER POND IMPROVEMENTS.
 4. THE PROPOSED PROFILE GRADE LINE SHALL BE IN ACCORDANCE WITH THE CITY OF DALLAS SPECIFICATIONS FOR STORM WATER POND IMPROVEMENTS.

DATE	REVISION
10/10/2023	1.0
10/10/2023	1.1
10/10/2023	1.2
10/10/2023	1.3
10/10/2023	1.4

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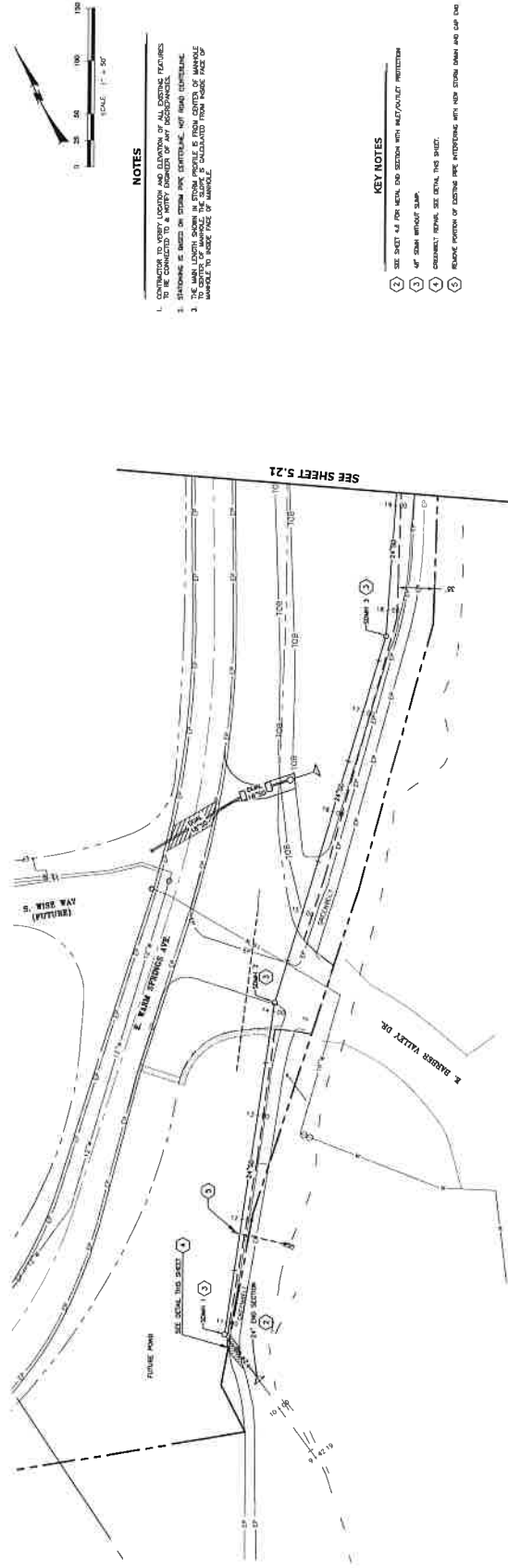


NO.	REVISIONS
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2	2.0
3	3.0
4	4.0
5	5.0
6	6.0
7	7.0
8	8.0
9	9.0
10	10.0

HARRIS RANCH COMMUNITY INFRASTRUCTURE DISTRICT NO. 1 -
DALLAS HARRIS ESTATES TOWNSHOMES NO. 11 & STORM WATER POND
IMPROVEMENTS
POND OVERFLOW PLAN AND PROFILE STA 9+50 TO 19+25

REV	DATE	DESCRIPTION	BY
001	05/01/19	ISSUED FOR CONSTRUCTION	001
002	06/04/19	ISSUED FOR CONSTRUCTION	002
003	06/04/19	ISSUED FOR CONSTRUCTION	003
004	06/04/19	ISSUED FOR CONSTRUCTION	004
005	06/04/19	ISSUED FOR CONSTRUCTION	005
006	06/04/19	ISSUED FOR CONSTRUCTION	006
007	06/04/19	ISSUED FOR CONSTRUCTION	007
008	06/04/19	ISSUED FOR CONSTRUCTION	008
009	06/04/19	ISSUED FOR CONSTRUCTION	009
010	06/04/19	ISSUED FOR CONSTRUCTION	010
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012	06/04/19	ISSUED FOR CONSTRUCTION	012
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077	06/04/19	ISSUED FOR CONSTRUCTION	077
078	06/04/19	ISSUED FOR CONSTRUCTION	078
079	06/04/19	ISSUED FOR CONSTRUCTION	079
080	06/04/19	ISSUED FOR CONSTRUCTION	080
081	06/04/19	ISSUED FOR CONSTRUCTION	081

RiverRidge Engineering Company
2447 S. Vista Ave. Boise, Idaho 83705
Ph. (208) 344-1180, Fax (208) 344-1182

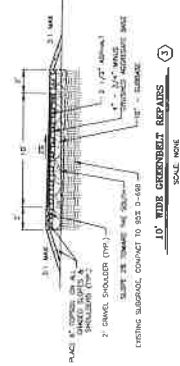


NOTES

1. CONTRACTOR TO VERIFY LOCATION AND ELEVATION OF ALL EXISTING FEATURES TO BE CONNECTED TO A MOTIVY ENGINEER OF ANY DISCREPANCIES.
2. STATIONING IS BASED ON STATION POC CENTERLINE, NOT ROAD CENTERLINE.
3. THE MAIN LENGTH SHOWN IN STORM PROFILE IS FROM CENTER OF MANHOLE TO CENTER OF MANHOLE. THE LENGTH IS CALCULATED FROM INSIDE FACE OF MANHOLE TO INSIDE FACE OF MANHOLE.

KEY NOTES

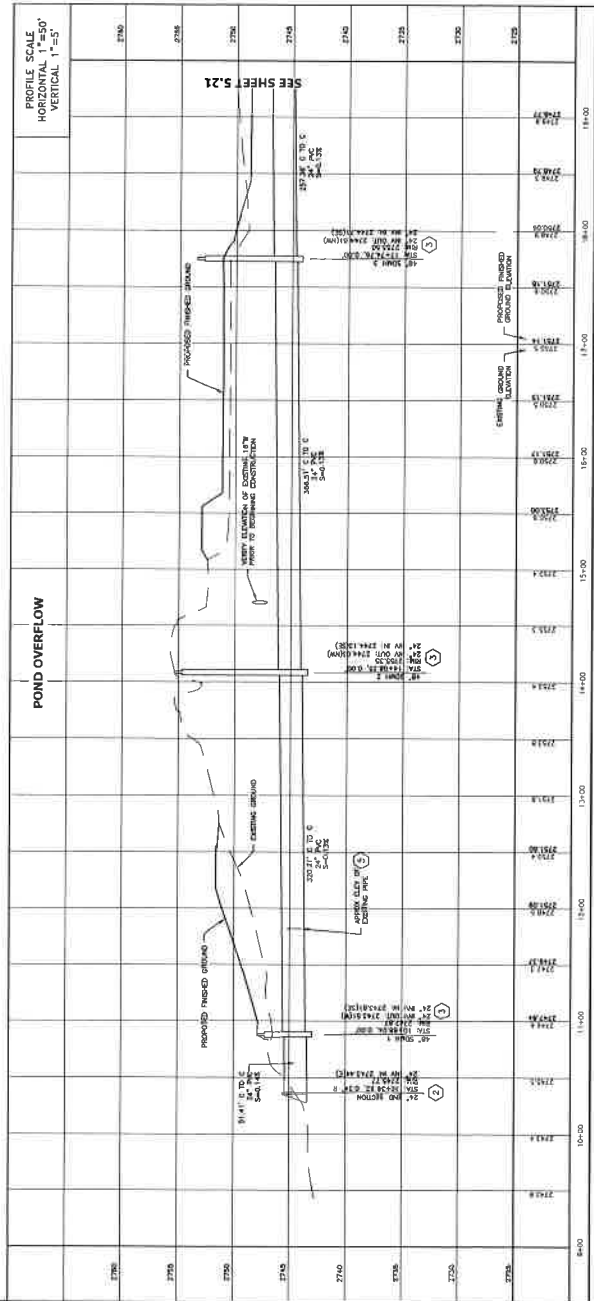
- 2 SEE SHEET 412 FOR NEAR END SECTION WITH INLET/OUTLET PROTECTIONS
- 3 4" SOAK WITHOUT SLUMP.
- 4 CRUSHED REPAIR. SEE DETAIL THIS SHEET.
- 5 REMAIN PORTION OF EXISTING PIPE INTERFERING WITH NEW STORY DRAIN.



RECORD DRAWINGS

Date: _____
 RIVERIDGE ENGINEERING COMPANY

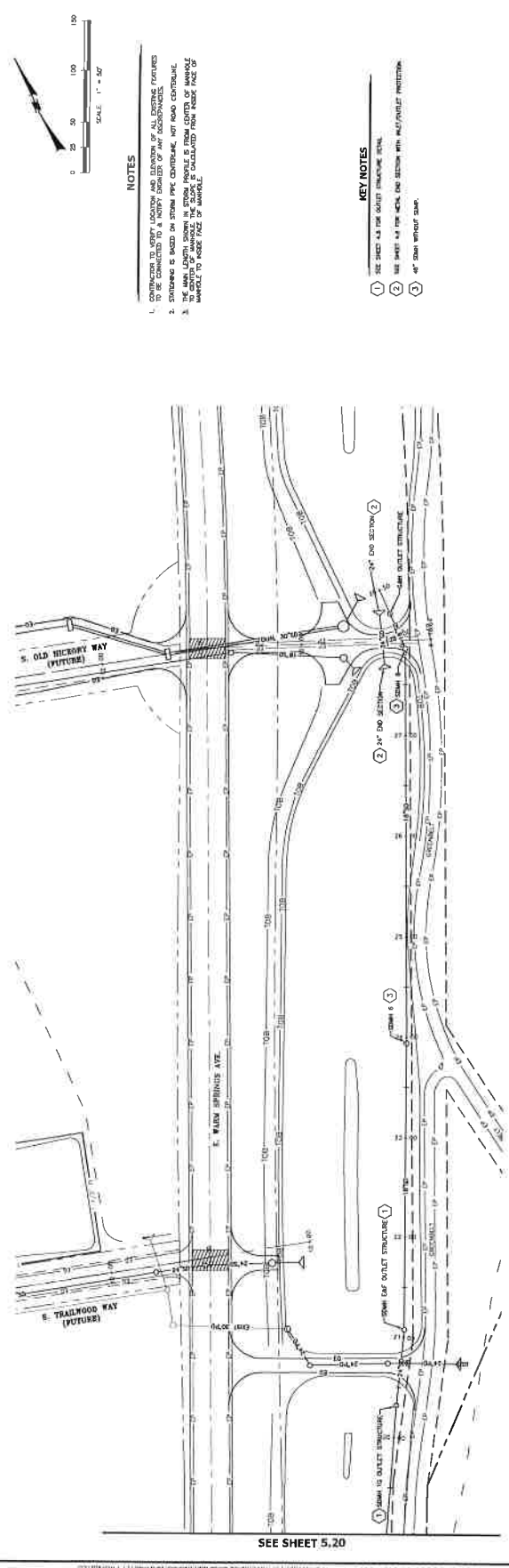
Date: 12/20/2011
RIVERIDGE ENGINEERING COMPANY





NO.	REVISION	DATE
1	REVISED FOR NEW CITY OF BOISE	8/12/18
2	REVISED FOR NEW CITY OF BOISE	8/12/18
3	REVISED FOR NEW CITY OF BOISE	8/12/18
4	REVISED FOR NEW CITY OF BOISE	8/12/18
5	REVISED FOR NEW CITY OF BOISE	8/12/18
6	REVISED FOR NEW CITY OF BOISE	8/12/18
7	REVISED FOR NEW CITY OF BOISE	8/12/18
8	REVISED FOR NEW CITY OF BOISE	8/12/18
9	REVISED FOR NEW CITY OF BOISE	8/12/18
10	REVISED FOR NEW CITY OF BOISE	8/12/18

HARRIS RANCH COMMUNITY INFRASTRUCTURE DISTRICT NO. 1 - IMPROVEMENTS
POND OVERFLOW PLAN AND PROFILE STA 19+25 TO 28+50



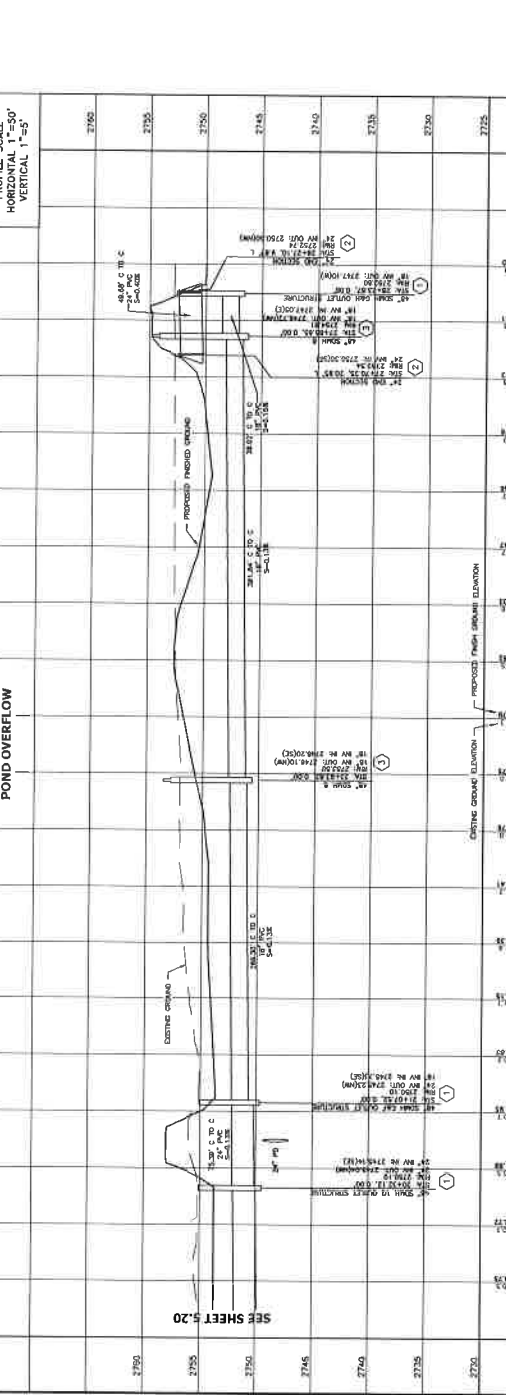
- KEY NOTES**
- SEE SHEET 5.20 FOR EXISTING DETAIL.
 - SEE SHEET 5.20 FOR EXISTING DETAIL.
 - SEE SHEET 5.20 FOR EXISTING DETAIL.
 - SEE SHEET 5.20 FOR EXISTING DETAIL.
 - SEE SHEET 5.20 FOR EXISTING DETAIL.
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 - SEE SHEET 5.20 FOR EXISTING DETAIL.
 - SEE SHEET 5.20 FOR EXISTING DETAIL.
 - SEE SHEET 5.20 FOR EXISTING DETAIL.
 - SEE SHEET 5.20 FOR EXISTING DETAIL.

NOTES

- THE LOCATION AND ELEVATION OF ALL EXISTING FEATURES TO BE CONSIDERED IN THE DESIGN OF THE POND OVERFLOW ARE SHOWN ON THIS SHEET.
- THE POND OVERFLOW IS DESIGNED TO BE A FREEBOARD OF 1.0 FEET ABOVE THE FLOOD ELEVATION.
- THE POND OVERFLOW IS DESIGNED TO BE A FREEBOARD OF 1.0 FEET ABOVE THE FLOOD ELEVATION.
- THE POND OVERFLOW IS DESIGNED TO BE A FREEBOARD OF 1.0 FEET ABOVE THE FLOOD ELEVATION.
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- THE POND OVERFLOW IS DESIGNED TO BE A FREEBOARD OF 1.0 FEET ABOVE THE FLOOD ELEVATION.
- THE POND OVERFLOW IS DESIGNED TO BE A FREEBOARD OF 1.0 FEET ABOVE THE FLOOD ELEVATION.

RECORD DRAWINGS

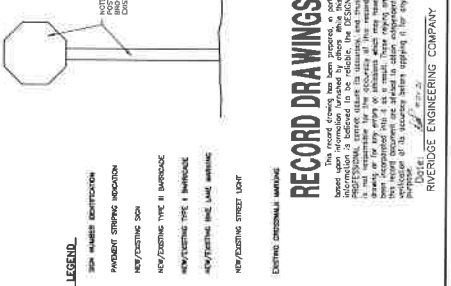
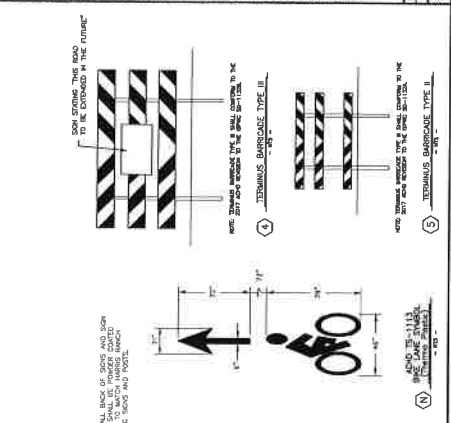
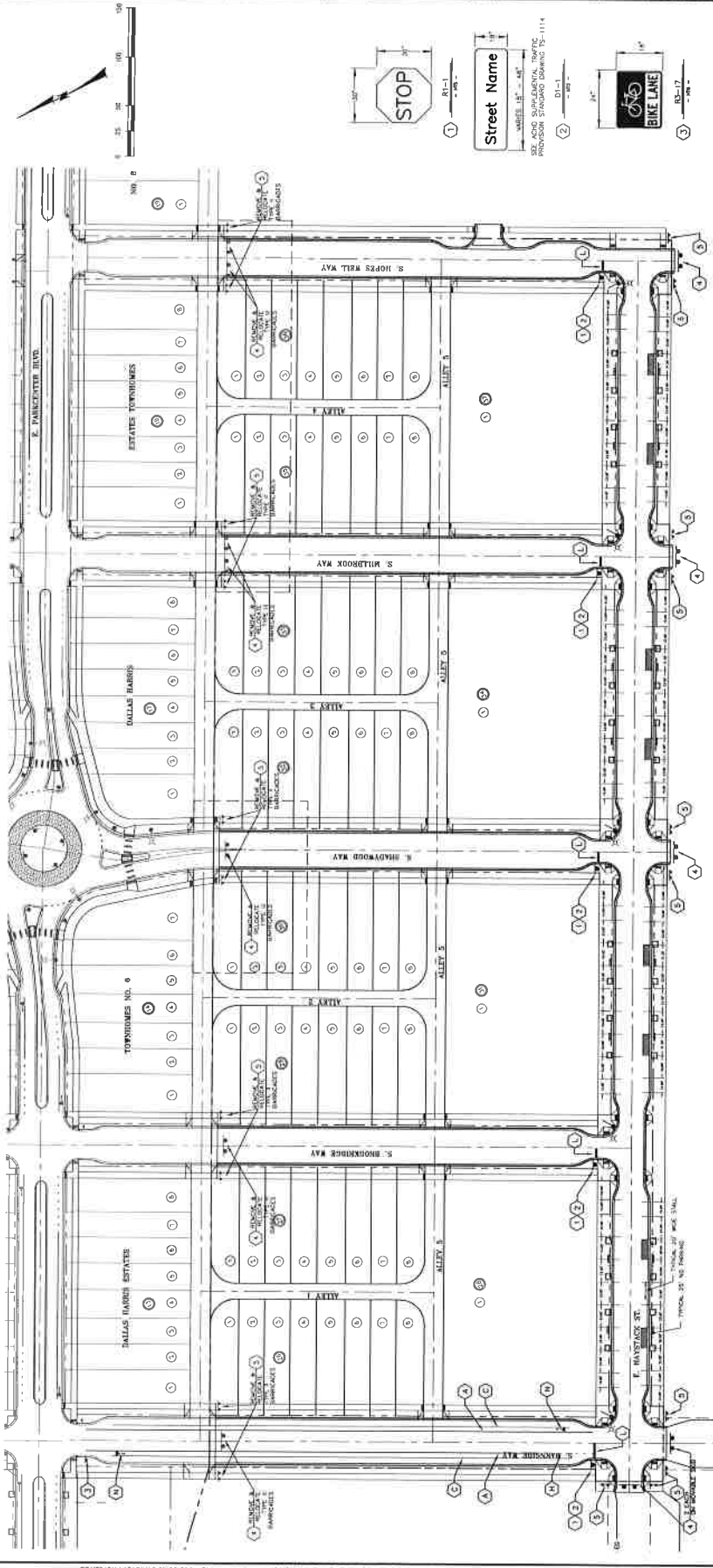
THIS DRAWING IS A RECORD DRAWING. IT IS NOT TO BE USED FOR CONSTRUCTION. IT IS TO BE USED FOR RECORD PURPOSES ONLY. IT IS NOT TO BE USED FOR CONSTRUCTION. IT IS TO BE USED FOR RECORD PURPOSES ONLY. IT IS NOT TO BE USED FOR CONSTRUCTION. IT IS TO BE USED FOR RECORD PURPOSES ONLY.



STATION	ELEVATION	REMARKS
19+25	2750.0	EXISTING GROUND ELEVATION
19+25	2750.0	PROPOSED POND OVERFLOW ELEVATION
19+25	2750.0	EXISTING GROUND ELEVATION
19+25	2750.0	PROPOSED POND OVERFLOW ELEVATION
19+25	2750.0	EXISTING GROUND ELEVATION
19+25	2750.0	PROPOSED POND OVERFLOW ELEVATION
19+25	2750.0	EXISTING GROUND ELEVATION
19+25	2750.0	PROPOSED POND OVERFLOW ELEVATION
19+25	2750.0	EXISTING GROUND ELEVATION
19+25	2750.0	PROPOSED POND OVERFLOW ELEVATION



NO.	REVISION	DATE
1	ISSUED FOR PERMITS	12/15/2023
2	REVISED PER COMMENTS	1/10/2024
3	REVISED PER COMMENTS	1/25/2024
4	REVISED PER COMMENTS	2/15/2024
5	REVISED PER COMMENTS	3/10/2024

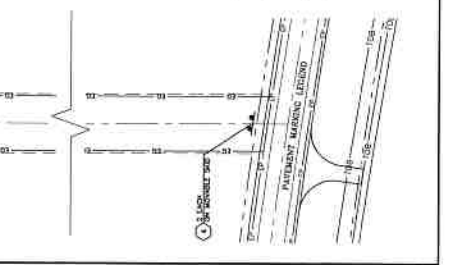


RECORD DRAWINGS
The record drawings have been prepared, in part, for informational purposes only. They are not to be used for construction or for any other purpose without the express written consent of the engineer. The engineer is not responsible for any errors or omissions in the record drawings or for any consequences arising from their use.

SIGN AND STRIPING NOTES
1. ALL STRIPING SHALL BE IN ACCORDANCE WITH THE 2003 STANDARD SPECIFICATIONS FOR PUBLIC WORKS, LATEST EDITION, AND THE 2003 STANDARD SPECIFICATIONS FOR PUBLIC WORKS, LATEST EDITION, AND THE 2003 STANDARD SPECIFICATIONS FOR PUBLIC WORKS, LATEST EDITION.
2. ALL STRIPING SHALL BE IN ACCORDANCE WITH THE 2003 STANDARD SPECIFICATIONS FOR PUBLIC WORKS, LATEST EDITION, AND THE 2003 STANDARD SPECIFICATIONS FOR PUBLIC WORKS, LATEST EDITION.
3. ALL STRIPING SHALL BE IN ACCORDANCE WITH THE 2003 STANDARD SPECIFICATIONS FOR PUBLIC WORKS, LATEST EDITION, AND THE 2003 STANDARD SPECIFICATIONS FOR PUBLIC WORKS, LATEST EDITION.
4. ALL STRIPING SHALL BE IN ACCORDANCE WITH THE 2003 STANDARD SPECIFICATIONS FOR PUBLIC WORKS, LATEST EDITION, AND THE 2003 STANDARD SPECIFICATIONS FOR PUBLIC WORKS, LATEST EDITION.

PAVEMENT MARKING LEGEND
REFER TO THE ASH TO TRAFFIC SUPPLEMENT TO THE USPC
1. ALL PAVEMENT MARKING SHALL BE IN ACCORDANCE WITH THE 2003 STANDARD SPECIFICATIONS FOR PUBLIC WORKS, LATEST EDITION, AND THE 2003 STANDARD SPECIFICATIONS FOR PUBLIC WORKS, LATEST EDITION.
2. ALL PAVEMENT MARKING SHALL BE IN ACCORDANCE WITH THE 2003 STANDARD SPECIFICATIONS FOR PUBLIC WORKS, LATEST EDITION, AND THE 2003 STANDARD SPECIFICATIONS FOR PUBLIC WORKS, LATEST EDITION.
3. ALL PAVEMENT MARKING SHALL BE IN ACCORDANCE WITH THE 2003 STANDARD SPECIFICATIONS FOR PUBLIC WORKS, LATEST EDITION, AND THE 2003 STANDARD SPECIFICATIONS FOR PUBLIC WORKS, LATEST EDITION.

LIGHTING NOTES
1. ALL LIGHTING SHALL BE IN ACCORDANCE WITH THE 2003 STANDARD SPECIFICATIONS FOR PUBLIC WORKS, LATEST EDITION, AND THE 2003 STANDARD SPECIFICATIONS FOR PUBLIC WORKS, LATEST EDITION.
2. ALL LIGHTING SHALL BE IN ACCORDANCE WITH THE 2003 STANDARD SPECIFICATIONS FOR PUBLIC WORKS, LATEST EDITION, AND THE 2003 STANDARD SPECIFICATIONS FOR PUBLIC WORKS, LATEST EDITION.
3. ALL LIGHTING SHALL BE IN ACCORDANCE WITH THE 2003 STANDARD SPECIFICATIONS FOR PUBLIC WORKS, LATEST EDITION, AND THE 2003 STANDARD SPECIFICATIONS FOR PUBLIC WORKS, LATEST EDITION.

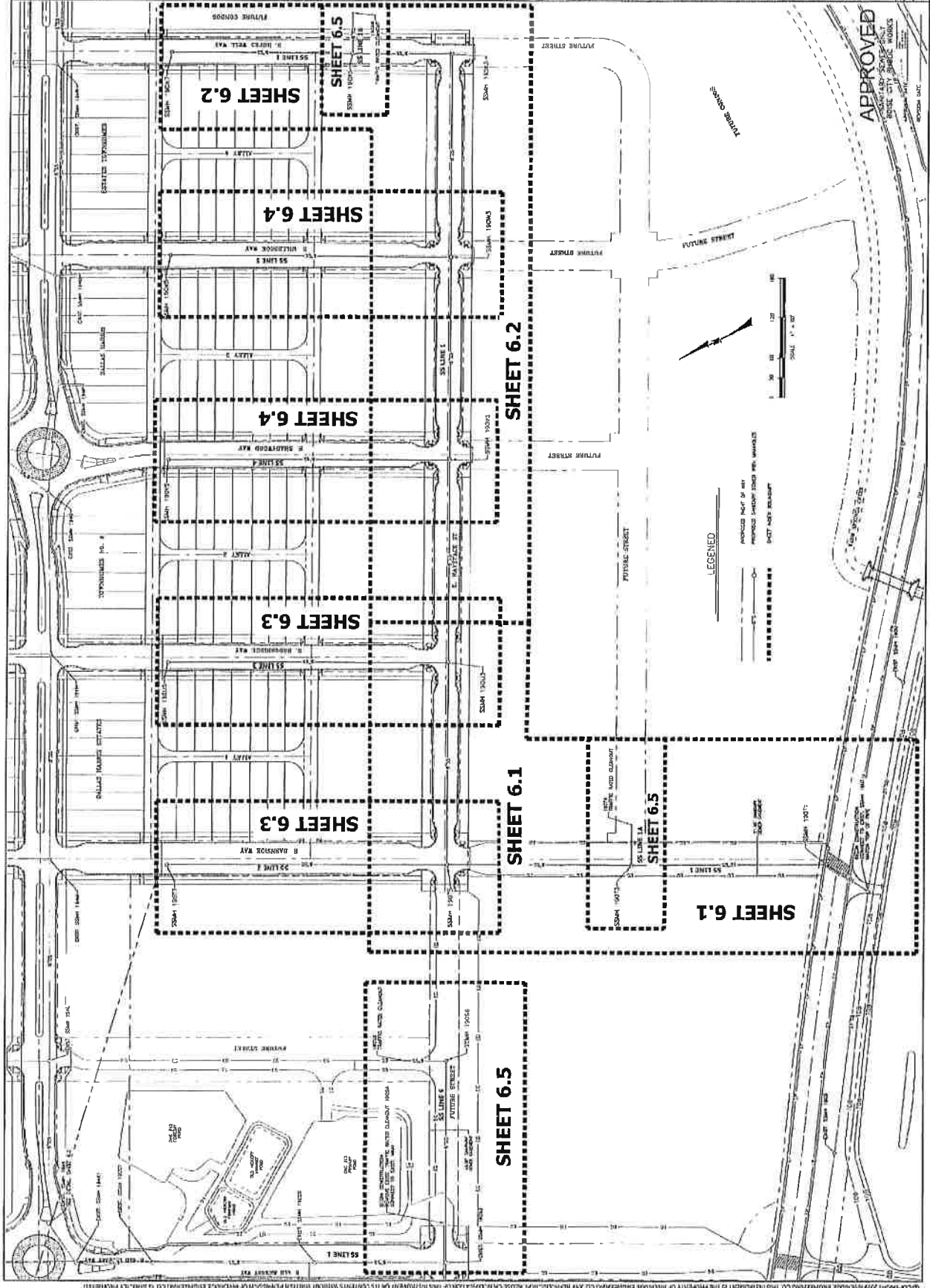


APPROVED
FOR THE CITY OF BOISE
BY THE CITY ENGINEER
DATE: 08/11/2011

HARRIS RANCH COMMUNITY INFRASTRUCTURE DISTRICT NO. 1
DALLAS HARRIS ESTATES TOWNHOMES NO. 11 & STORM WATER POND
IMPROVEMENTS
OVERALL SANITARY SEWER



Riveridge
Engineering
Company
2447 S. Vista Ave. Boise, Idaho 83705
PH: (208) 344-1180, FAX: (208) 344-1182

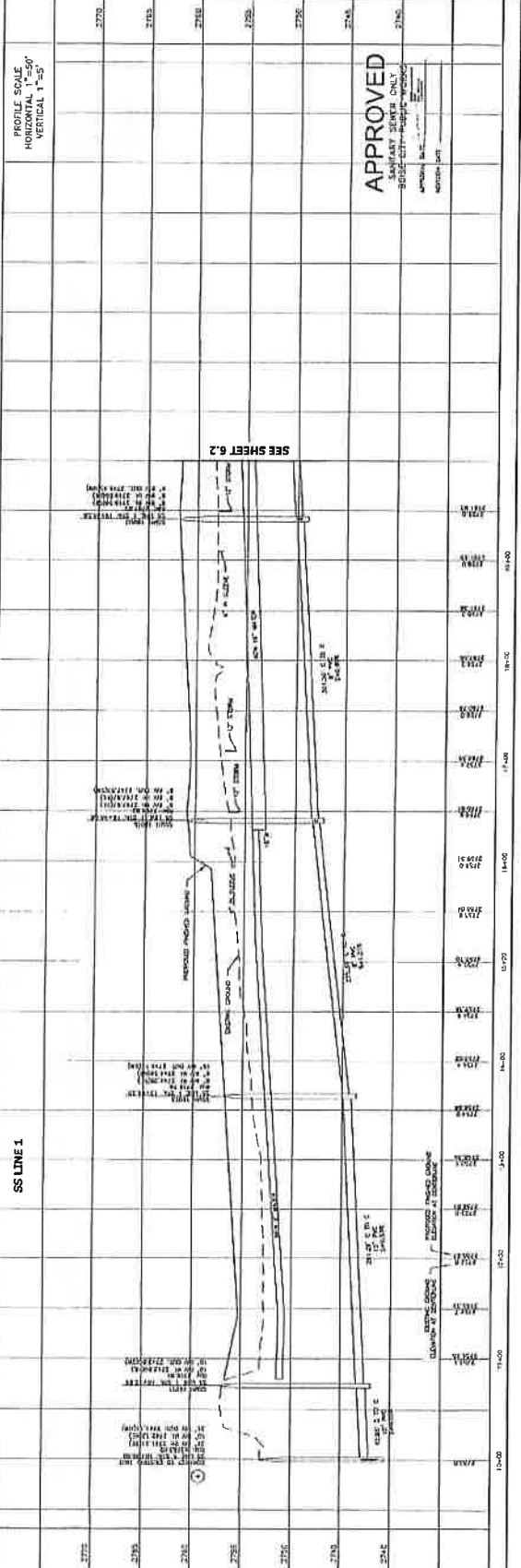
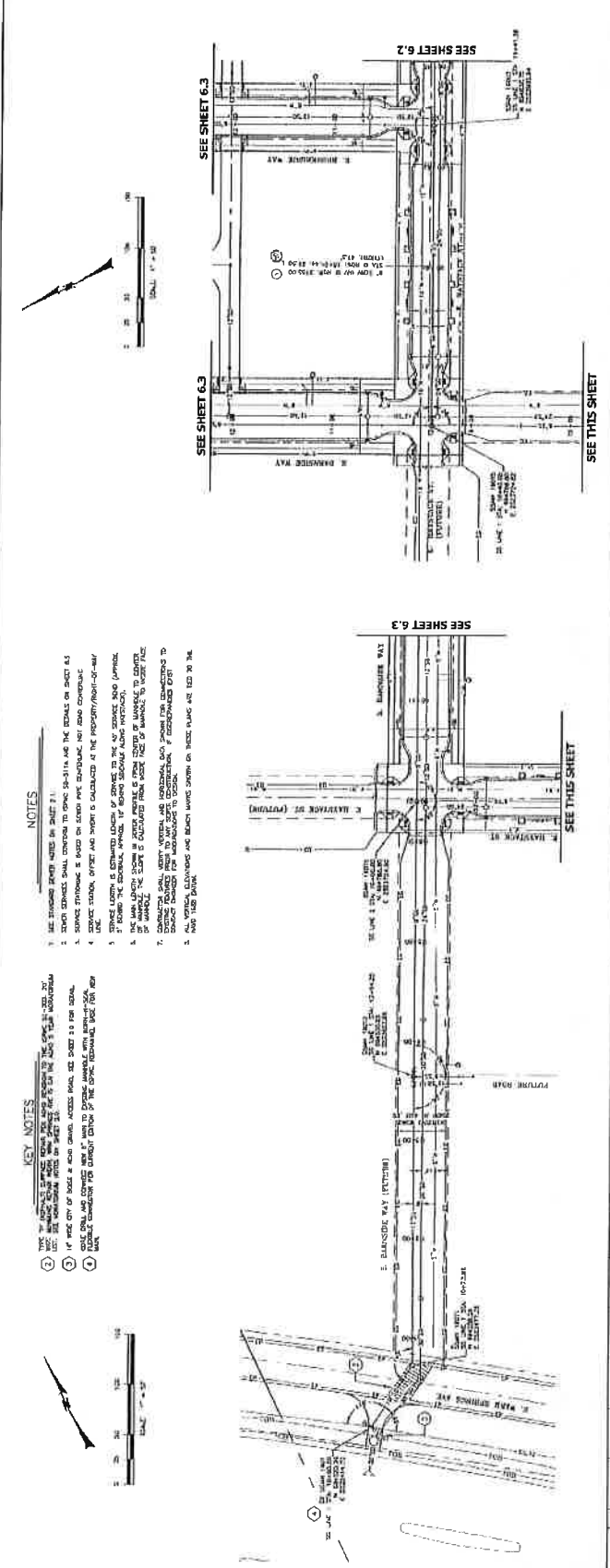


2447 S. VICKS AVE. BOLE, IDAHO 83705
 PH. (208) 244-1180, FAX (208) 244-1182
Riveridge Engineering Company



DATE	REVISION	BY	CHKD
12/15/23	1	JL	ML
12/15/23	2	JL	ML
12/15/23	3	JL	ML
12/15/23	4	JL	ML
12/15/23	5	JL	ML
12/15/23	6	JL	ML
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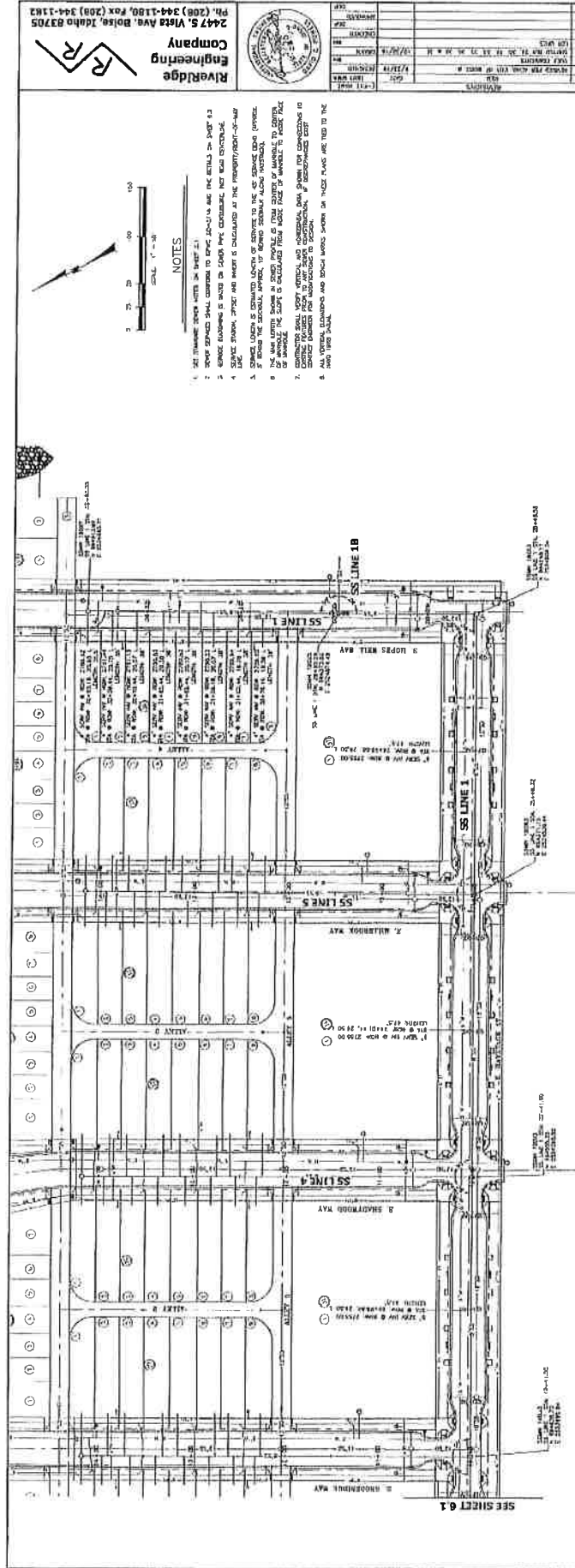
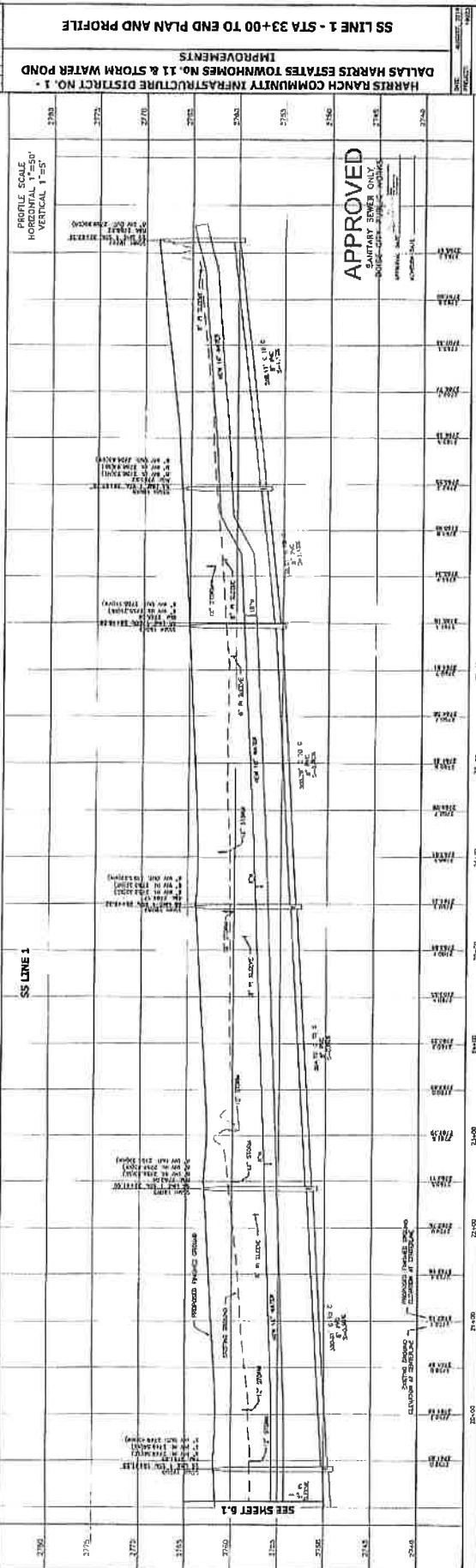
HARRIS RANCH COMMUNITY INFRASTRUCTURE DISTRICT NO. 1 - IMPROVEMENTS
SS LINE 1 - STA 20+00 TO 33+00 PLAN AND PROFILE



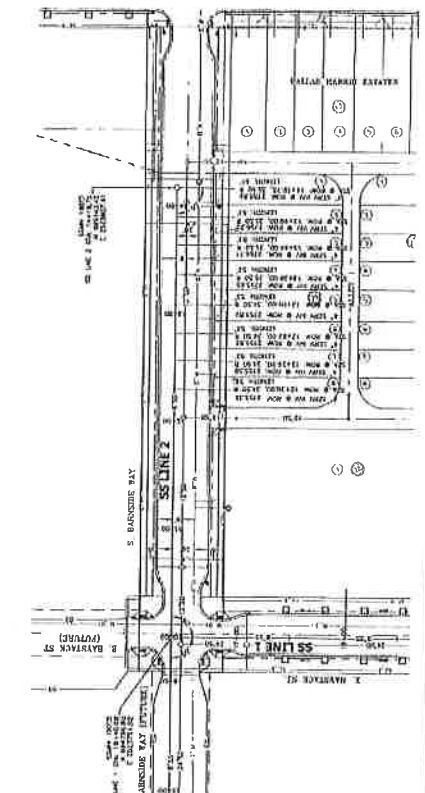
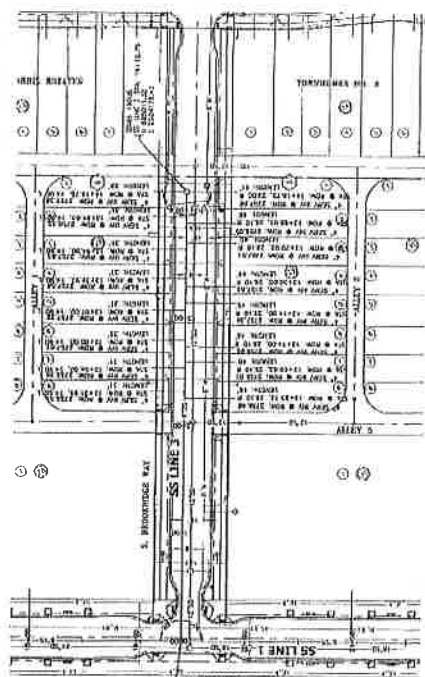
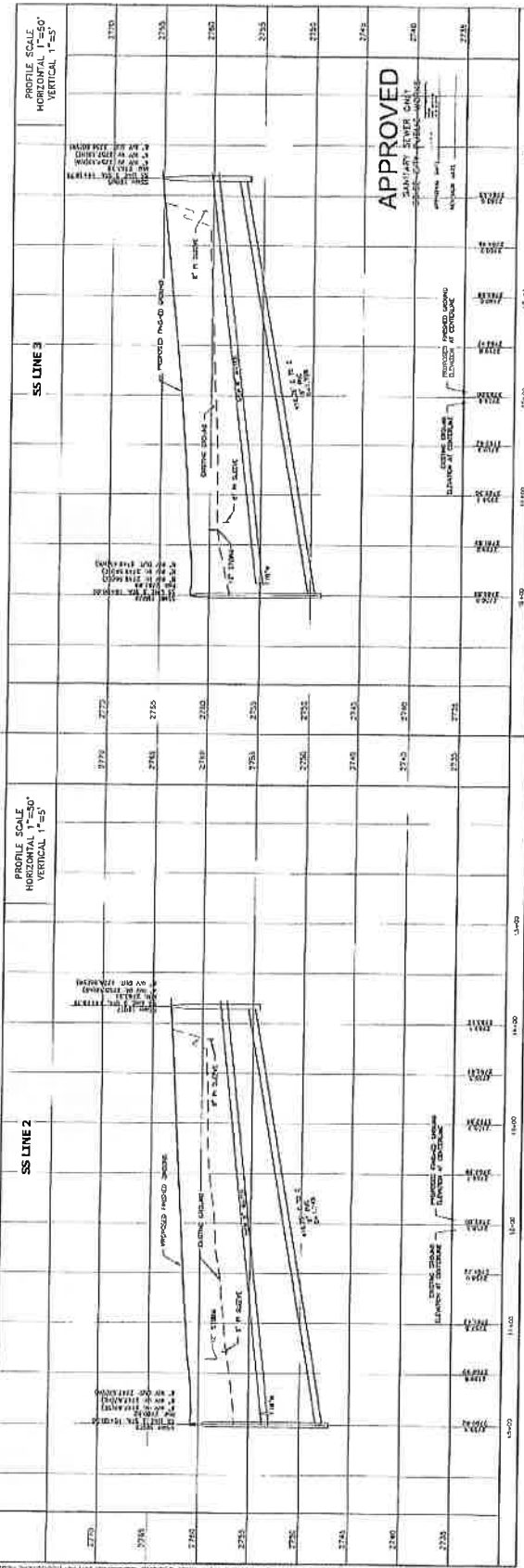
NOTES:
 1. SEE TOWNSHIP PLAT MAPS FOR SHEET 21.
 2. EXISTING GRADE SHOWN ON THIS SHEET IS BASED ON THE DATA PROVIDED BY THE CLIENT.
 3. ALL VERTICAL CURVES AND GRADES SHOWN ON THIS SHEET ARE FOR THE PROPOSED ROAD.
 4. THE PROPOSED ROAD GRADE IS SHOWN ON THIS SHEET.
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KEY NOTES:
 1. THE PROPOSED ROAD GRADE IS SHOWN ON THIS SHEET.
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 9. THE PROPOSED ROAD GRADE IS SHOWN ON THIS SHEET.
 10. THE PROPOSED ROAD GRADE IS SHOWN ON THIS SHEET.

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DALLAS HARRIS ESTATES TOWNHOMES NO. 11 & STORM WATER POND IMPROVEMENTS

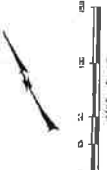


NOTES

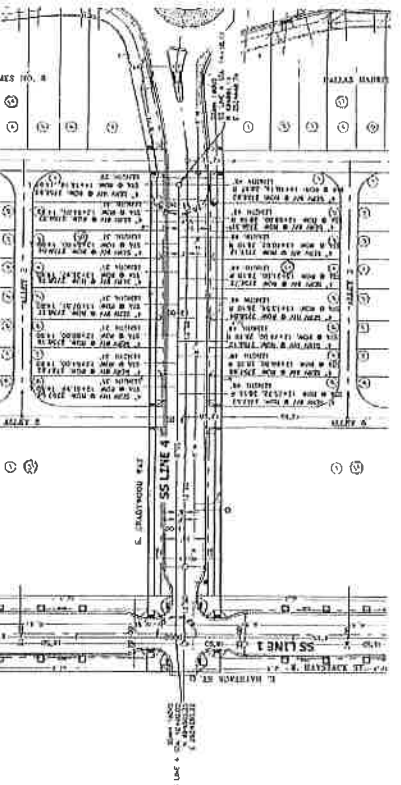
1. THE FOLLOWING ARE THE NAMES OF THE
A. 1. 2. 3. 4. 5. 6. 7. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38. 39. 40. 41. 42. 43. 44. 45. 46. 47. 48. 49. 50. 51. 52. 53. 54. 55. 56. 57. 58. 59. 60. 61. 62. 63. 64. 65. 66. 67. 68. 69. 70. 71. 72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82. 83. 84. 85. 86. 87. 88. 89. 90. 91. 92. 93. 94. 95. 96. 97. 98. 99. 100. 101. 102. 103. 104. 105. 106. 107. 108. 109. 110. 111. 112. 113. 114. 115. 116. 117. 118. 119. 120. 121. 122. 123. 124. 125. 126. 127. 128. 129. 130. 131. 132. 133. 134. 135. 136. 137. 138. 139. 140. 141. 142. 143. 144. 145. 146. 147. 148. 149. 150. 151. 152. 153. 154. 155. 156. 157. 158. 159. 160. 161. 162. 163. 164. 165. 166. 167. 168. 169. 170. 171. 172. 173. 174. 175. 176. 177. 178. 179. 180. 181. 182. 183. 184. 185. 186. 187. 188. 189. 190. 191. 192. 193. 194. 195. 196. 197. 198. 199. 200. 201. 202. 203. 204. 205. 206. 207. 208. 209. 210. 211. 212. 213. 214. 215. 216. 217. 218. 219. 220. 221. 222. 223. 224. 225. 226. 227. 228. 229. 230. 231. 232. 233. 234. 235. 236. 237. 238. 239. 240. 241. 242. 243. 244. 245. 246. 247. 248. 249. 250. 251. 252. 253. 254. 255. 256. 257. 258. 259. 260. 261. 262. 263. 264. 265. 266. 267. 268. 269. 270. 271. 272. 273. 274. 275. 276. 277. 278. 279. 280. 281. 282. 283. 284. 285. 286. 287. 288. 289. 290. 291. 292. 293. 294. 295. 296. 297. 298. 299. 300. 301. 302. 303. 304. 305. 306. 307. 308. 309. 310. 311. 312. 313. 314. 315. 316. 317. 318. 319. 320. 321. 322. 323. 324. 325. 326. 327. 328. 329. 330. 331. 332. 333. 334. 335. 336. 337. 338. 339. 340. 341. 342. 343. 344. 345. 346. 347. 348. 349. 350. 351. 352. 353. 354. 355. 356. 357. 358. 359. 360. 361. 362. 363. 364. 365. 366. 367. 368. 369. 370. 371. 372. 373. 374. 375. 376. 377. 378. 379. 380. 381. 382. 383. 384. 385. 386. 387. 388. 389. 390. 391. 392. 393. 394. 395. 396. 397. 398. 399. 400. 401. 402. 403. 404. 405. 406. 407. 408. 409. 410. 411. 412. 413. 414. 415. 416. 417. 418. 419. 420. 421. 422. 423. 424. 425. 426. 427. 428. 429. 430. 431. 432. 433. 434. 435. 436. 437. 438. 439. 440. 441. 442. 443. 444. 445. 446. 447. 448. 449. 450. 451. 452. 453. 454. 455. 456. 457. 458. 459. 460. 461. 462. 463. 464. 465. 466. 467. 468. 469. 470. 471. 472. 473. 474. 475. 476. 477. 478. 479. 480. 481. 482. 483. 484. 485. 486. 487. 488. 489. 490. 491. 492. 493. 494. 495. 496. 497. 498. 499. 500. 501. 502. 503. 504. 505. 506. 507. 508. 509. 510. 511. 512. 513. 514. 515. 516. 517. 518. 519. 520. 521. 522. 523. 524. 525. 526. 527. 528. 529. 530. 531. 532. 533. 534. 535. 536. 537. 538. 539. 540. 541. 542. 543. 544. 545. 546. 547. 548. 549. 550. 551. 552. 553. 554. 555. 556. 557. 558. 559. 560. 561. 562. 563. 564. 565. 566. 567. 568. 569. 570. 571. 572. 573. 574. 575. 576. 577. 578. 579. 580. 581. 582. 583. 584. 585. 586. 587. 588. 589. 590. 591. 592. 593. 594. 595. 596. 597. 598. 599. 600. 601. 602. 603. 604. 605. 606. 607. 608. 609. 610. 611. 612. 613. 614. 615. 616. 617. 618. 619. 620. 621. 622. 623. 624. 625. 626. 627. 628. 629. 630. 631. 632. 633. 634. 635. 636. 637. 638. 639. 640. 641. 642. 643. 644. 645. 646. 647. 648. 649. 650. 651. 652. 653. 654. 655. 656. 657. 658. 659. 660. 661. 662. 663. 664. 665. 666. 667. 668. 669. 670. 671. 672. 673. 674. 675. 676. 677. 678. 679. 680. 681. 682. 683. 684. 685. 686. 687. 688. 689. 690. 691. 692. 693. 694. 695. 696. 697. 698. 699. 700. 701. 702. 703. 704. 705. 706. 707. 708. 709. 710. 711. 712. 713. 714. 715. 716. 717. 718. 719. 720. 721. 722. 723. 724. 725. 726. 727. 728. 729. 730. 731. 732. 733. 734. 735. 736. 737. 738. 739. 740. 741. 742. 743. 744. 745. 746. 747. 748. 749. 750. 751. 752. 753. 754. 755. 756. 757. 758. 759. 760. 761. 762. 763. 764. 765. 766. 767. 768. 769. 770. 771. 772. 773. 774. 775. 776. 777. 778. 779. 780. 781. 782. 783. 784. 785. 786. 787. 788. 789. 790. 791. 792. 793. 794. 795. 796. 797. 798. 799. 800. 801. 802. 803. 804. 805. 806. 807. 808. 809. 810. 811. 812. 813. 814. 815. 816. 817. 818. 819. 820. 821. 822. 823. 824. 825. 826. 827. 828. 829. 830. 831. 832. 833. 834. 835. 83

KEY NOTES

- 9 SOME STATES HAVE CONSTITUTIONS THAT PROHIBIT



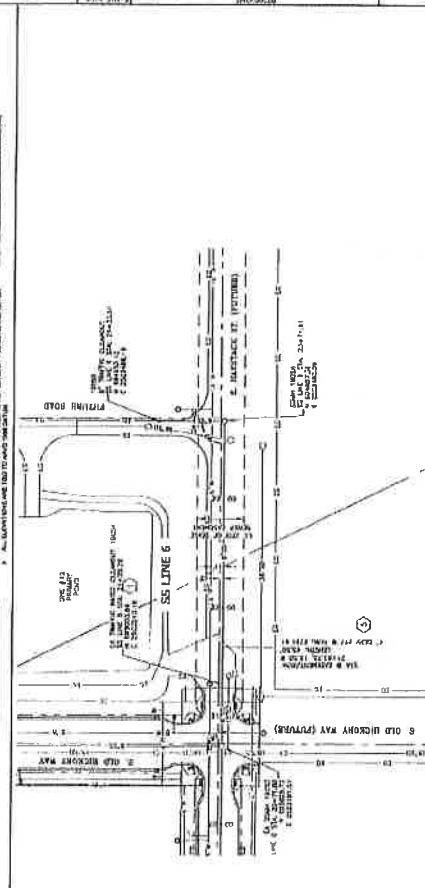
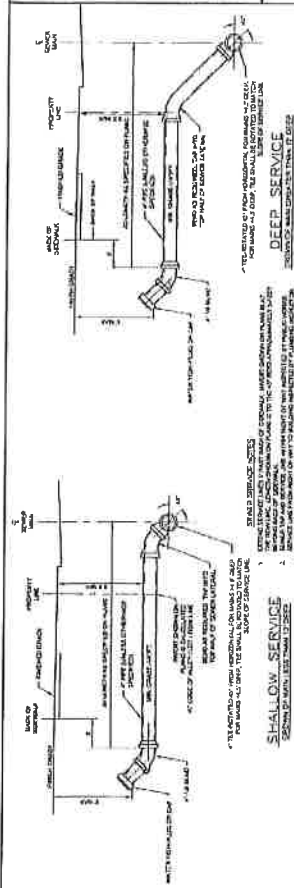
SS LINE 4		SS LINE 5	
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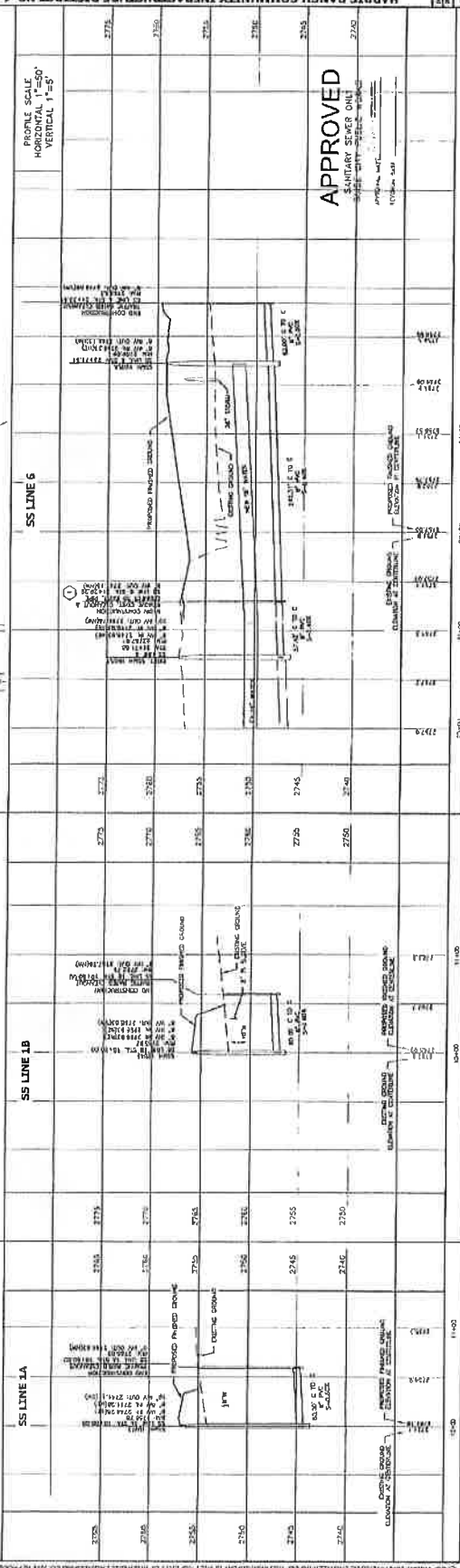
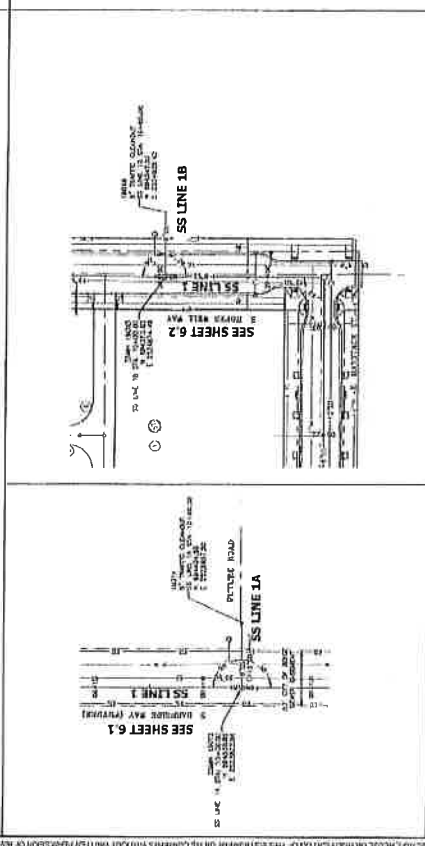
NO.	DESCRIPTION	DATE	BY	CHECKED BY
1	DESIGN	10/20/18	MM	MM
2	REVISION	10/20/18	MM	MM

HARRIS RANCH COMMUNITY INFRASTRUCTURE DISTRICT NO. 1 - IMPROVEMENTS
DALLAS HARRIS ESTATES TOWNHOMES NO. 11 & STORM WATER POND
SS LINE 6 PLAN AND PROFILE



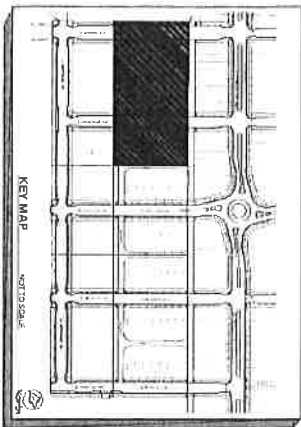
KEY NOTES

1. EXISTING EXISTING CLEARANCE IS SHOWN AS IT WAS TO EXISTING MAIN BANK CROSSING.
2. EXISTING SERVICE (IF BEING STORM MAIN BANK CROSSING).

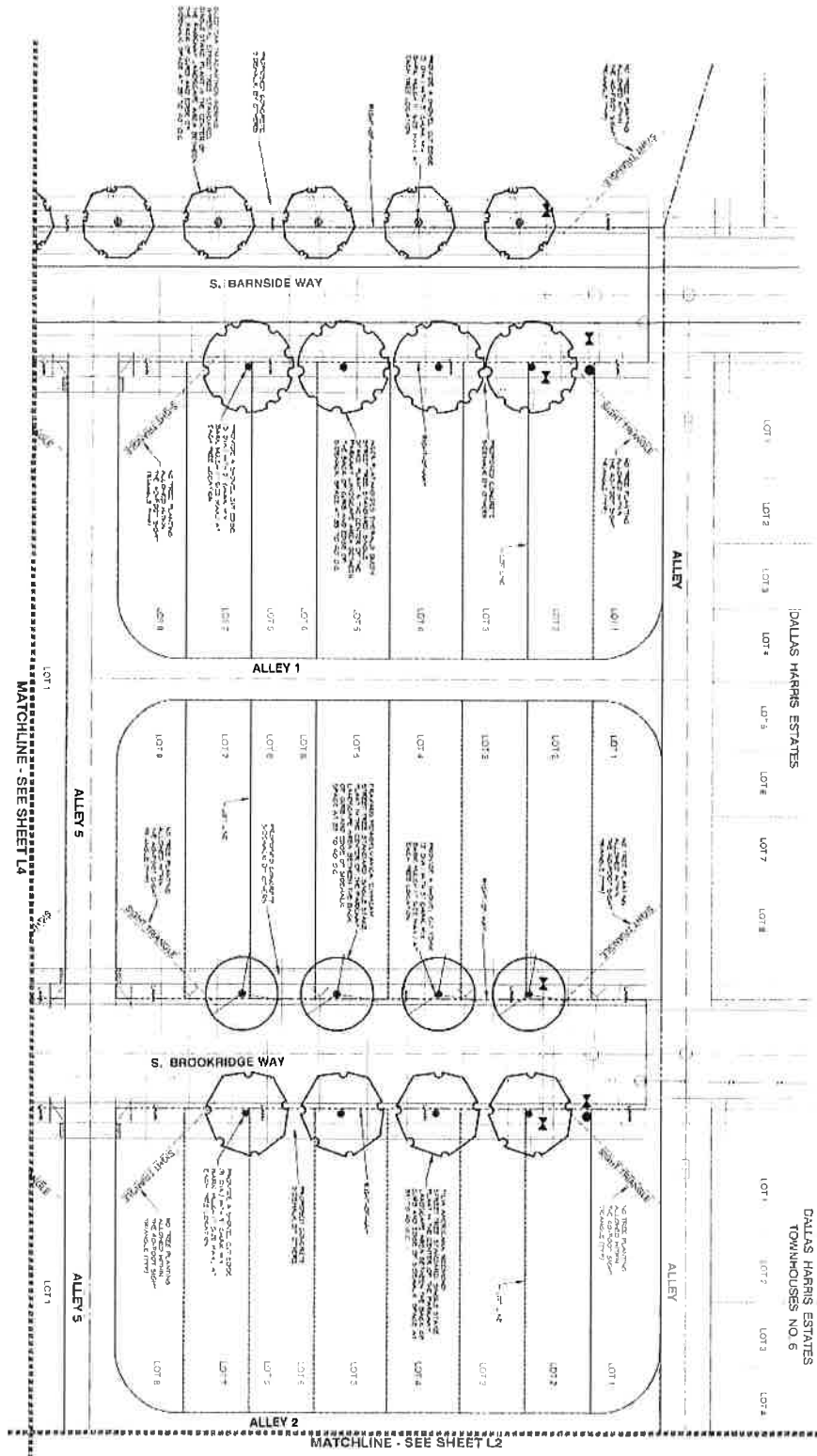


NOTE:
IMPRESSIONS TO BE DETAIL BY OTHERS. IMPRESSION SYSTEM
SHALL BE FULLY OPERATIONAL PRIOR TO PLANTING.

SEE SHEET L2 FOR PLANT LIST
SEE SHEET L5 FOR ACHD NOTES
SEE SHEET L7 FOR PLANTING NOTES
SEE SHEET L7 FOR TREE GRADE DETAILS
SEE SHEET L5 FOR SITE AMENITIES LEGEND
SEE SHEET L8 FOR RAISED PLANTER DETAIL, NOTES AND RAISED PLANTER PLANTING DIRECTIONS
SEE SHEET L9 FOR ADDITIONAL SITE AMENITIES DETAILS



Planting Plan



DALLAS HARRIS ESTATES TOWNHOMES NO. 11

PLANTING PLAN AND PLANT LIST
SHEET 1 OF 9

SHEET 11 OF 9

NO.	DESCRIPTION	DATE	BY	CHKD.
1	REVISION			
2				
3				
4				
5				

DESIGN NAME
PROJECT NO.
DATE
BY
CHKD.

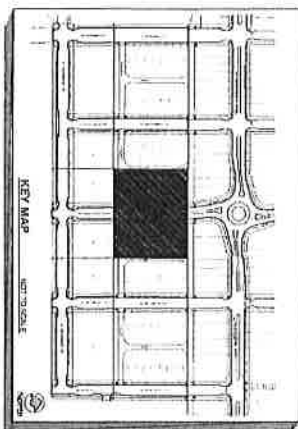


TESHIMA DESIGN GROUP
LANDSCAPE ARCHITECTS
1100 KEN FAY BLVD. # 100
DALLAS, TEXAS 75201
TEL: 214.400.0000 FAX: 214.400.0001
DATE: 11-20-12

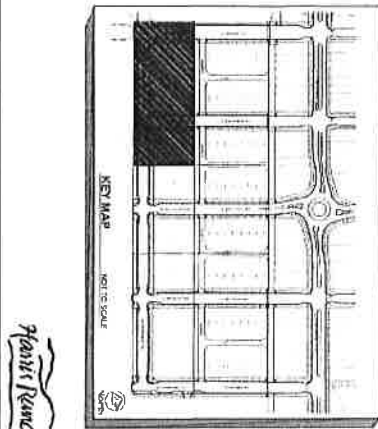


ALL TRESS TO BE PURCHASED AT CLAYTON TREE FARM
2122 TREAS ROAD
WINDYBUSH NSW 2378
OFFICE (083) 45-2600
ATTN: B.L. CLAYTON

ORDER SHEET			
CODE	BOTANICAL NAME	COMMON NAME	NOTE
Lamp 304	Banyo gum	Shed	Seed Specimens in



NOTE:
PLANTING TO BE INSTALLED BY OWNER. IRRIGATION SYSTEM
SHALL BE FULLY OPERATIONAL PRIOR TO PLANTING



Planting

DALLAS HARRIS ESTATES TOWNHOMES NO. 11

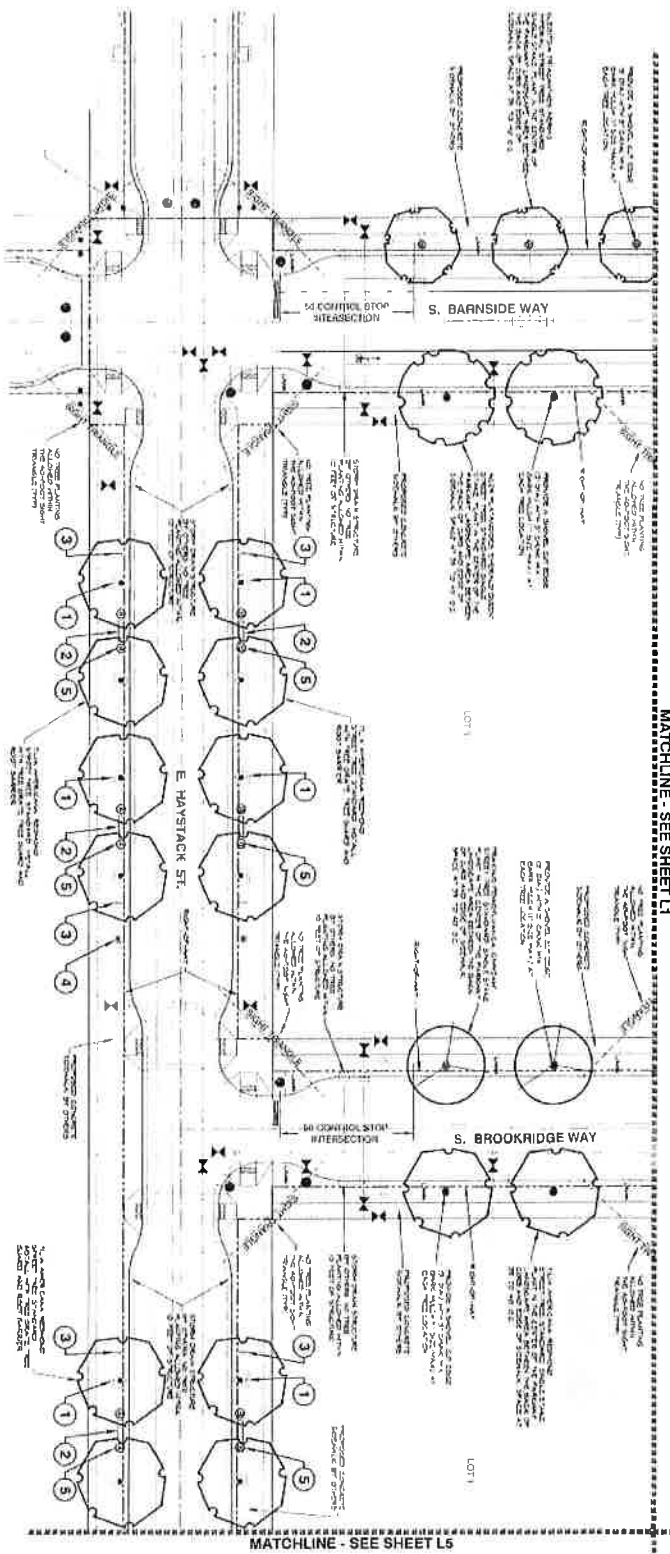
PLANTING PLAN
SHEET 4 OF 9

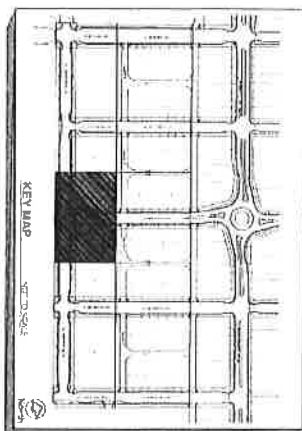
NO.	REVISION	DATE
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2	REVISED FOR COMMENTS	03/10/20
3	REVISED FOR COMMENTS	03/10/20
4	REVISED FOR COMMENTS	03/10/20
5	REVISED FOR COMMENTS	03/10/20
6	REVISED FOR COMMENTS	03/10/20
7	REVISED FOR COMMENTS	03/10/20
8	REVISED FOR COMMENTS	03/10/20
9	REVISED FOR COMMENTS	03/10/20
10	REVISED FOR COMMENTS	03/10/20



TESHIMA DESIGN GROUP
LANDSCAPE ARCHITECTURE • LAND PLANNING
11111 DALLAS STREET, SUITE 100 • DALLAS, TX 75243
TEL: 214.444.1111 • FAX: 214.444.1112
WWW.TESHIMADG.COM

TDD JOB NO. D-04 DATE: 8-27-19





SEE SHEET L2 FOR PLANTING LIST
SEE SHEET L7 FOR PLANTING NOTES
SEE SHEET L7 FOR PLANTING DETAILS
SEE SHEET L7 FOR TREE GRATE DETAIL
SEE SHEET L8 FOR RAISED PLANTER DETAIL, NOTES AND RAISED PLANTER PLANTING DIRECTIONS
SEE SHEET L9 FOR ADDITIONAL SITE AMENITIES DETAILS



5' 20' 4'

SCALE: 1"=20'-0"



SITE AMENITIES LEGEND

[illegible]

All sales arrangements must be approved by Canon or Canon's Representative prior to ordering and installation.

ACHD NOTES

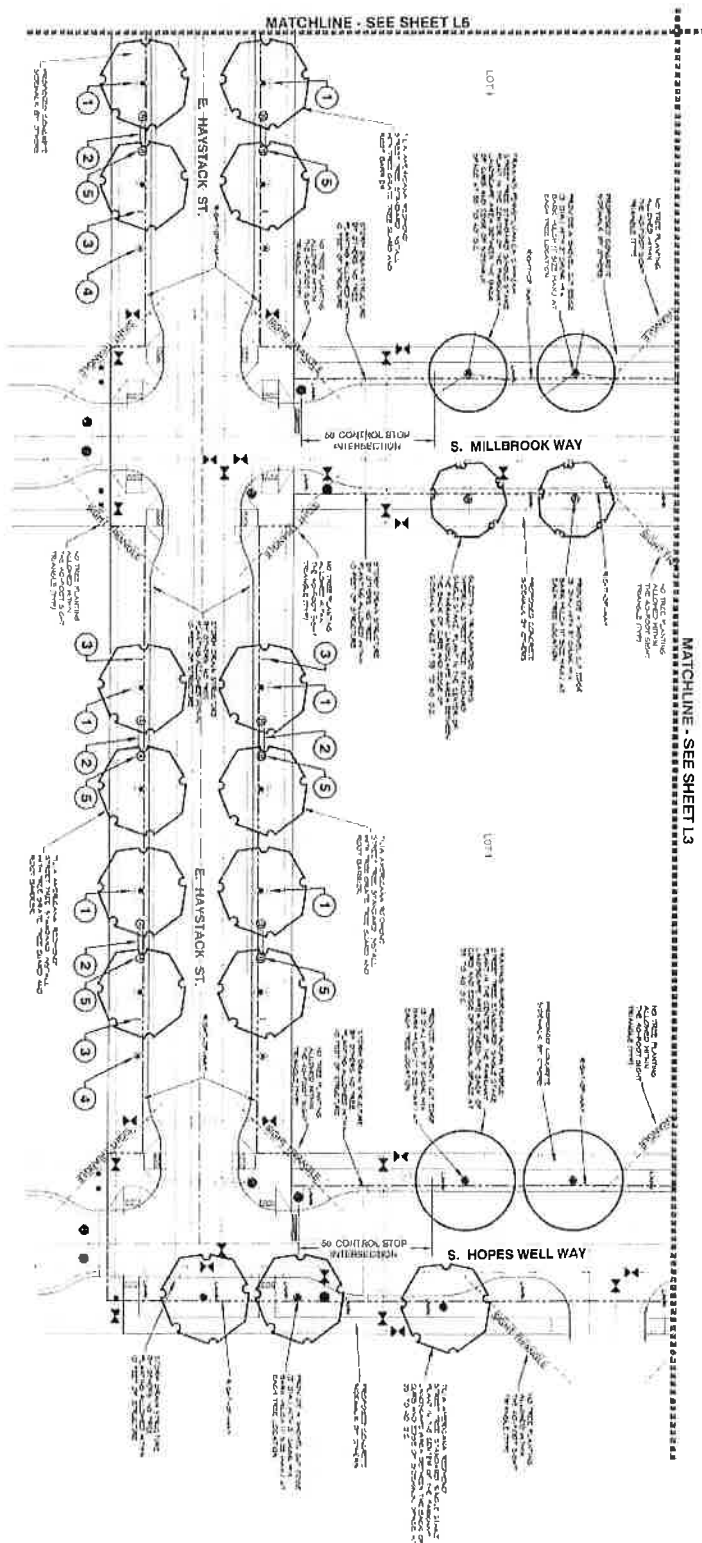
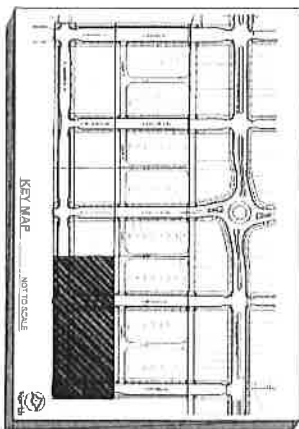
SIGHT DISTANCE/SIGHT TRIANGLE:

- 2 NO VEGETATION OR OBSTRUCTIONS (IE: SIGNS, BEAMS, STRUCTURES, FENCING) TALLER THAN 5 FEET AT MATURITY WITHIN SIGHT TRIANGLE
3 NO TREES WITHIN FIFTY (50) FEET ON THE APPROACH 5 DE OF ANY CONTROL STOP INTERSECTION

CLEARANCE REQUIREMENTS

- 1 ONLY CLASS TREES MAY BE PLANTED (OTHER THAN WITHIN CULTURAL FEET OF ANY DEVELOPED COVERED LANE)
 - 2 MINIMUM CLEARANCE FROM GUTTER MAY BE THREE CANOYS
 - 3 COVERED TREES ARE NOT ALLOWED WITHIN 40-00 FT. OF ANY SR WITH ISLANDS
- STORM DRAIN FACILITY REQUIREMENTS**
- 1 TREE PLANNING OF ANY TYPE SHALL BE PROHIBITED WITHIN 100FEET OF ANY STORM DRAIN FACILITY STRUCTURES, EXCEPTING TREES PROTECTED FOR UTILITY PURPOSES
 - 2 TREES OF THIS CLASS ARE CHOOSE A MINIMUM OF 10% TREE THICKNESS OR 25% AGELESS TREES

SEE SHEET L2 FOR PLANT LIST
SEE SHEET L5 FOR ACPD NOTES
SEE SHEET L7 FOR PLANTING NOTES
SEE SHEET L7 FOR PLANTING DETAILS
SEE SHEET L7 FOR TREE GRATE DETAIL
SEE SHEET L5 FOR SITE AMENITIES LEGEND
SEE SHEET L6 FOR RAISED PLANTER DETAIL, NOTES AND RAISED PLANTER PLANTING DIRECTIONS
SEE SHEET L9 FOR ADDITIONAL SITE AMENITIES DETAILS



[illegible][illegible]

- 1 CORRECT: EARTH BEEN BLENDED
- 2 CORRECT: FILL WITH 3" SOIL AND BARK
- 3 CORRECT: SEED BEDS AREN'T FROM THE TRUNK
- 4 CORRECT: SEED BEDS AREN'T FROM THE TRUNK
- 5 CORRECT: SEED BEDS AREN'T FROM THE TRUNK
- 6 CORRECT: SEED BEDS AREN'T FROM THE TRUNK
- 7 CORRECT: SEED BEDS AREN'T FROM THE TRUNK
- 8 CORRECT: SEED BEDS AREN'T FROM THE TRUNK
- 9 CORRECT: SEED BEDS AREN'T FROM THE TRUNK
- 10 CORRECT: SEED BEDS AREN'T FROM THE TRUNK

ROOT PLANTING NOTE:
A TREE PLANTED WITH TREE
GRAPES SHALL HAVE ROOT BARS
OF DEEP SEE THE GRATE DETAIL
FOR ROOT BAR TYPE

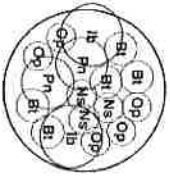
NOTES:

- 1 Dig a hole 3' deep, 18" wide and 18" high. The hole should be 18" wide at the bottom and 18" wide at the top. The hole should be 18" wide at the bottom and 18" wide at the top. The hole should be 18" wide at the bottom and 18" wide at the top.
- 2 Carefully set the tree into the hole. The top of the root ball should be 18" below the surface of the ground. The top of the root ball should be 18" below the surface of the ground. The top of the root ball should be 18" below the surface of the ground.
- 3 Carefully fill the hole with soil. The soil should be 18" below the surface of the ground. The soil should be 18" below the surface of the ground. The soil should be 18" below the surface of the ground.
- 4 Water the tree. The tree should be 18" below the surface of the ground. The tree should be 18" below the surface of the ground. The tree should be 18" below the surface of the ground.
- 5 Fill the hole with soil. The soil should be 18" below the surface of the ground. The soil should be 18" below the surface of the ground. The soil should be 18" below the surface of the ground.
- 6 Water the tree. The tree should be 18" below the surface of the ground. The tree should be 18" below the surface of the ground. The tree should be 18" below the surface of the ground.
- 7 Fill the hole with soil. The soil should be 18" below the surface of the ground. The soil should be 18" below the surface of the ground. The soil should be 18" below the surface of the ground.
- 8 Water the tree. The tree should be 18" below the surface of the ground. The tree should be 18" below the surface of the ground. The tree should be 18" below the surface of the ground.
- 9 Fill the hole with soil. The soil should be 18" below the surface of the ground. The soil should be 18" below the surface of the ground. The soil should be 18" below the surface of the ground.
- 10 Water the tree. The tree should be 18" below the surface of the ground. The tree should be 18" below the surface of the ground. The tree should be 18" below the surface of the ground.

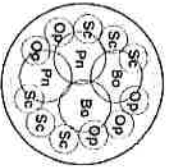
DECIDUOUS TREE PLANTING AND STAKING DETAIL

NOTE: SEE DETAIL

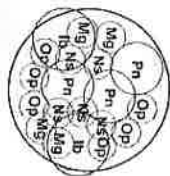
THANK YOU



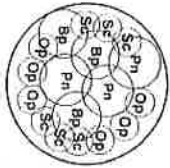
RAISED PLANTER 'A' - SYMBOL ON PLAN (A)
SPRING AND SUMMER PLANTER



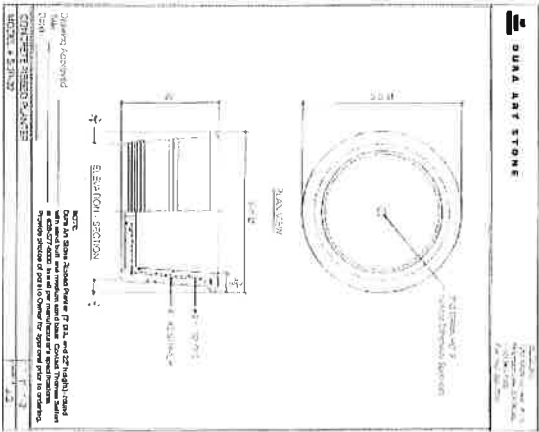
RAISED PLANTER 'A' - SYMBOL ON PLAN (A)
FALL AND WINTER PLANTER



RAISED PLANTER 'B' - SYMBOL ON PLAN (B)
SPRING AND SUMMER PLANTER



RAISED PLANTER 'B' - SYMBOL ON PLAN (B)
FALL AND WINTER PLANTER



RAISED PLANTER DETAIL, PLANTING AND NOTES

SPRING AND SUMMER PLANT LIST FOR RAISED PLANTERS

CODE	BOTANICAL NAME	COMMON NAME	HEIGHT	SIZE	NOTES
Bt	Begonia Rex	Wax Begonia	1' to 2'	1' to 2'	1' to 2' W. Begonia Rex, 1' to 2' W. Begonia Rex
Op	Oxalis Petiolaris	Wineberry	1' to 2'	1' to 2'	1' to 2' W. Begonia Rex, 1' to 2' W. Begonia Rex
Ib	Iris	Iris	1' to 2'	1' to 2'	1' to 2' W. Begonia Rex, 1' to 2' W. Begonia Rex
Ph	Phlox	Phlox	1' to 2'	1' to 2'	1' to 2' W. Begonia Rex, 1' to 2' W. Begonia Rex
Ns	Nasturtium	Nasturtium	1' to 2'	1' to 2'	1' to 2' W. Begonia Rex, 1' to 2' W. Begonia Rex
Mg	Magnolia	Magnolia	1' to 2'	1' to 2'	1' to 2' W. Begonia Rex, 1' to 2' W. Begonia Rex
Op	Oxalis	Oxalis	1' to 2'	1' to 2'	1' to 2' W. Begonia Rex, 1' to 2' W. Begonia Rex
Ph	Phlox	Phlox	1' to 2'	1' to 2'	1' to 2' W. Begonia Rex, 1' to 2' W. Begonia Rex

FALL AND WINTER PLANT LIST FOR RAISED PLANTERS

CODE	BOTANICAL NAME	COMMON NAME	HEIGHT	SIZE	NOTES
Bp	Begonia Rex	Wax Begonia	1' to 2'	1' to 2'	1' to 2' W. Begonia Rex, 1' to 2' W. Begonia Rex
Op	Oxalis	Oxalis	1' to 2'	1' to 2'	1' to 2' W. Begonia Rex, 1' to 2' W. Begonia Rex
Ph	Phlox	Phlox	1' to 2'	1' to 2'	1' to 2' W. Begonia Rex, 1' to 2' W. Begonia Rex
Ns	Nasturtium	Nasturtium	1' to 2'	1' to 2'	1' to 2' W. Begonia Rex, 1' to 2' W. Begonia Rex
Mg	Magnolia	Magnolia	1' to 2'	1' to 2'	1' to 2' W. Begonia Rex, 1' to 2' W. Begonia Rex
Op	Oxalis	Oxalis	1' to 2'	1' to 2'	1' to 2' W. Begonia Rex, 1' to 2' W. Begonia Rex
Ph	Phlox	Phlox	1' to 2'	1' to 2'	1' to 2' W. Begonia Rex, 1' to 2' W. Begonia Rex

RAISED PLANTER NOTES

1. Raised planter for 1' to 2' height, 1' to 2' width, 1' to 2' depth. 1' to 2' height, 1' to 2' width, 1' to 2' depth. 1' to 2' height, 1' to 2' width, 1' to 2' depth.
2. Concrete or stone planter, 1' to 2' height, 1' to 2' width, 1' to 2' depth. 1' to 2' height, 1' to 2' width, 1' to 2' depth. 1' to 2' height, 1' to 2' width, 1' to 2' depth.
3. Concrete or stone planter, 1' to 2' height, 1' to 2' width, 1' to 2' depth. 1' to 2' height, 1' to 2' width, 1' to 2' depth. 1' to 2' height, 1' to 2' width, 1' to 2' depth.
4. Concrete or stone planter, 1' to 2' height, 1' to 2' width, 1' to 2' depth. 1' to 2' height, 1' to 2' width, 1' to 2' depth. 1' to 2' height, 1' to 2' width, 1' to 2' depth.
5. Concrete or stone planter, 1' to 2' height, 1' to 2' width, 1' to 2' depth. 1' to 2' height, 1' to 2' width, 1' to 2' depth. 1' to 2' height, 1' to 2' width, 1' to 2' depth.

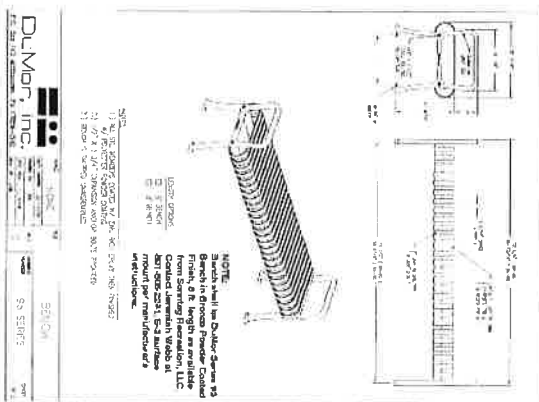


DALLAS HARRIS ESTATES TOWNHOMES NO. 11

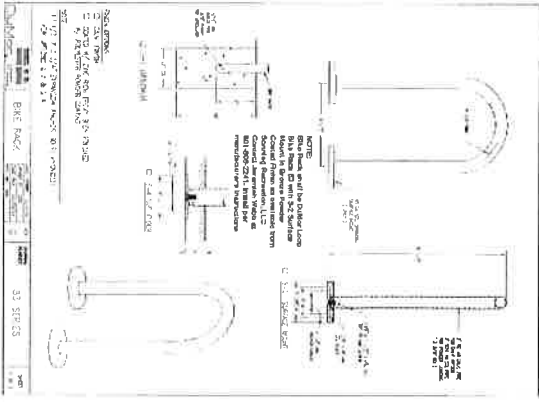
**RAISED PLANTERS
SHEET 8 OF 9**

SHIRT 1A OF 9

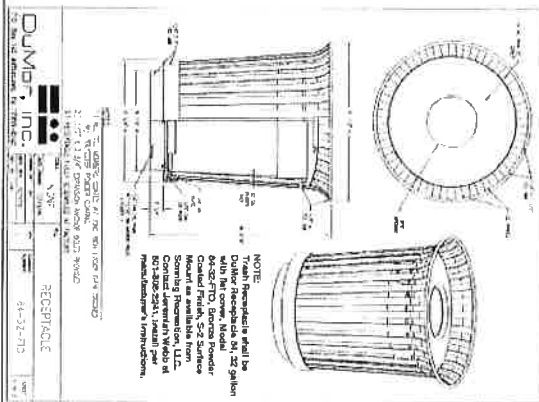




BENCH



BIKE RACK



TRASH RECEPTACLE

NOTE:
All site elevations shall be approved by Owner or Owners Representative prior to ordering and installation.



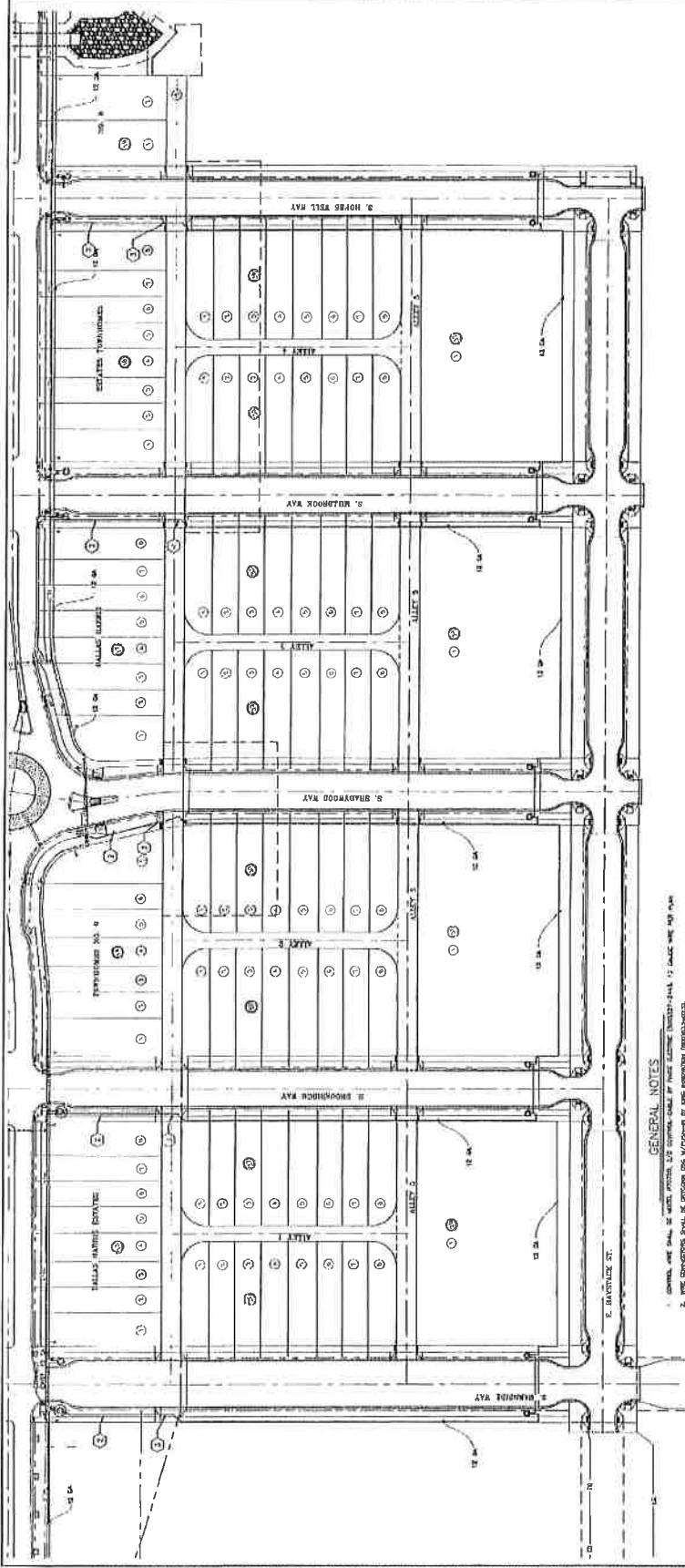
2447 S. VISTA AVE. BOISE, IDAHO 83705
PH. (208) 344-1180, FAX (208) 344-1182
Riveridge
Engineering
Company



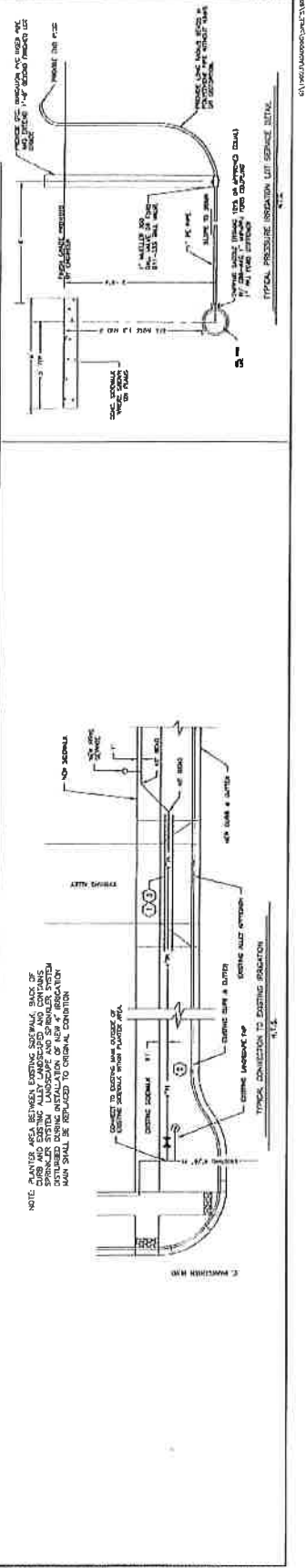
NO.	DATE	REVISION
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5	03/01/13	REVISED PER COMMENTS
6	03/15/13	REVISED PER COMMENTS
7	04/01/13	REVISED PER COMMENTS
8	04/15/13	REVISED PER COMMENTS
9	05/01/13	REVISED PER COMMENTS
10	05/15/13	REVISED PER COMMENTS

HARRIS RANCH COMMUNITY INFRASTRUCTURE DISTRICT NO. 1 -
DALLAS HARRIS ESTATES TOWNHOMES NO. 11 & STORM WATER POND
PRESSURE IRRIGATION CONTROL WIRE
SCHEMATIC AND DETAILS

SHEET 8.1 OF 46



- GENERAL NOTES**
1. GENERAL: SEE SHEET 8.2 FOR THE LOCATION OF THE PRESSURE IRRIGATION CONTROL WIRE.
 2. THE PRESSURE IRRIGATION CONTROL WIRE SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING NOTES:
 3. THE PRESSURE IRRIGATION CONTROL WIRE SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING NOTES:
 4. THE PRESSURE IRRIGATION CONTROL WIRE SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING NOTES:
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 10. THE PRESSURE IRRIGATION CONTROL WIRE SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING NOTES:
- KEY NOTES**
1. THE PRESSURE IRRIGATION CONTROL WIRE SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING NOTES:
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 10. THE PRESSURE IRRIGATION CONTROL WIRE SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING NOTES:
- LEGEND**
- 1. PRESSURE IRRIGATION CONTROL WIRE
 - 2. PRESSURE IRRIGATION CONTROL WIRE
 - 3. PRESSURE IRRIGATION CONTROL WIRE
 - 4. PRESSURE IRRIGATION CONTROL WIRE
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 - 7. PRESSURE IRRIGATION CONTROL WIRE
 - 8. PRESSURE IRRIGATION CONTROL WIRE
 - 9. PRESSURE IRRIGATION CONTROL WIRE
 - 10. PRESSURE IRRIGATION CONTROL WIRE





VICINITY MAP
N.Y.S.

KEY NOTES

- [illegible]

LEGEND

- PROPOSED MATCH LINE
 ○ PROPOSED FIRE HYDRANT W/VALUE
 □ PROPOSED SLOPE-OFF
 * PROPOSED SLOPE-ON
 — PROPOSED SATE VALVE
 — PROPOSED SINGLE SERVICE
 — PROPOSED CUMULUM SERVICE
 1: PROPOSED BUTTERFLY VALVE
 — EXISTING FIRE HYDRANT W/VALUE
 — EXISTING SATE VALVE
 — EXISTING CUMULUM LINE
 — EXISTING SLOPE-OFF

NOTES

1. The first group of people who are not in the
 2. second group are the people who are not in the
 3. third group are the people who are not in the
 4. fourth group are the people who are not in the
 5. fifth group are the people who are not in the
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 30. thirtieth group are the people who are not in the
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 59. fifty-ninth group are the people who are not in the
 60. sixtieth group are the people who are not in the
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 67. sixty-seventh group are the people who are not in the
 68. sixty-eighth group are the people who are not in the
 69. sixty-ninth group are the people who are not in the
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 79. seventy-ninth group are the people who are not in the
 80. eightieth group are the people who are not in the
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 96. ninety-sixth group are the people who are not in the
 97. ninety-seventh group are the people who are not in the
 98. ninety-eighth group are the people who are not in the
 99. ninety-ninth group are the people who are not in the
 100. one hundred group are the people who are not in the

APPROVED FOR
CONSTRUCTION




Author's address: Department of Psychology, University of California, San Diego, La Jolla, CA 92037, USA.
E-mail: shawn@psych.ucsd.edu

**RiverRidge
Engineering
Company**

3447 S. VISTA AVENUE BOISE, IDAHO 83705
Ph. (208) 344-1180, Fax (208) 344-1182

100



3447 S. VISTA AVENUE BOISE, IDAHO 83705
Ph. (208) 344-1180, Fax (208) 344-1182



5062
 1500 S. WOODWAY BLVD
 HOUSTON, TEXAS 77057

DALLAS HARRIS ESTATES TOWNHOMES #11
WATER PLAN

[illegible]



DATE	DESCRIPTION	BY	CHKD
12/1/2018	ISSUED FOR PERMIT	JM	JS
12/1/2018	REVISED PER CITY COMMENTS	JM	JS
12/1/2018	REVISED PER CITY COMMENTS	JM	JS
12/1/2018	REVISED PER CITY COMMENTS	JM	JS
12/1/2018	REVISED PER CITY COMMENTS	JM	JS
12/1/2018	REVISED PER CITY COMMENTS	JM	JS
12/1/2018	REVISED PER CITY COMMENTS	JM	JS
12/1/2018	REVISED PER CITY COMMENTS	JM	JS
12/1/2018	REVISED PER CITY COMMENTS	JM	JS
12/1/2018	REVISED PER CITY COMMENTS	JM	JS

- GRADING NOTES**
1. SITE GRADING SHALL CONFORM TO THE LATEST EDITION OF THE DRAINAGE STANDARDS FOR PUBLIC WORKS CONSTRUCTION AND THE DISTRICT ENGINEER'S REQUIREMENTS FOR ALTIMETER TESTING DURING THE CONSTRUCTION PERIOD. THE CONTRACTOR SHALL MAINTAIN THE ALTIMETER TESTING RECORDS FOR THE ENTIRE DURATION OF THE PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL ALTIMETER TESTING EQUIPMENT, INCLUDING THE ALTIMETER, AND FOR THE MAINTENANCE AND CALIBRATION OF THE ALTIMETER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ALTIMETER STATIONS DURING THE CONSTRUCTION PERIOD.
 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLIANCE WITH ALL APPLICABLE SAFETY LAWS, BE IT FEDERAL, STATE, OR LOCAL. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL EROSION CONTROL, SLOPE PROTECTION, AND TRAFFIC CONTROL DURING AND AROUND THE CONSTRUCTION AREA.
 3. EROSION CONTROL, SLOPE PROTECTION, AND TRAFFIC CONTROL SHALL BE MAINTAINED AT ALL TIMES DURING THE CONSTRUCTION PERIOD. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EROSION CONTROL, SLOPE PROTECTION, AND TRAFFIC CONTROL MEASURES DURING THE CONSTRUCTION PERIOD.
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- POWDER COATED STREET SIGN AND POST NOTE**
- CONTRACTOR WILL BE RESPONSIBLE FOR SUPPLYING AND INSTALLING ALL STREET SIGN POLES AND SIGNS TO MATCH EXISTING SIGNS AT DALLAS HARRIS ESTATES. ALL SIGNS AND SIGNS ON ALL SIGNS SHALL BE POWDER COATED BLACK TO MATCH EXISTING STREET COATED SIGNS AND SIGNS.
- SWPPP**
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DEVELOPMENT AND IMPLEMENTATION OF THE SWPPP FOR THE PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND UPDATES TO THE SWPPP DURING THE CONSTRUCTION PERIOD. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL SWPPP MEASURES DURING THE CONSTRUCTION PERIOD.
- RECORD DRAWINGS**
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DEVELOPMENT AND IMPLEMENTATION OF THE RECORD DRAWINGS FOR THE PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND UPDATES TO THE RECORD DRAWINGS DURING THE CONSTRUCTION PERIOD. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL RECORD DRAWING MEASURES DURING THE CONSTRUCTION PERIOD.
- APPROVED**
- SANITARY SEWER ONLY
 BOISE CITY PUBLIC WORKS
 APPROVAL DATE: 12/1/2018
 REVIEWER: [Signature]
- Plans Are Accepted For Public
 Street Construction

- SEWER NOTES**
1. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE DRAINAGE STANDARDS FOR PUBLIC WORKS CONSTRUCTION (DPM), BOISE CITY PUBLIC WORKS DEPARTMENT AND/OR THE BOISE COUNTY HEALTH DEPARTMENT (AOS) MODIFICATIONS TO THE DPM.
 2. THE CONTRACTOR SHALL CONSTRUCT THE SANITARY SEWER IN ACCORDANCE WITH THE STANDARD PLANS APPROVED BY THE BOISE CITY PUBLIC WORKS DEPARTMENT. THESE PLANS WILL BE PROVIDED TO THE CONTRACTOR BY THE PROJECT ENGINEER PRIOR TO CONSTRUCTION. WORK SHALL NOT BE DONE WITHOUT THE CURRENT SET OF APPROVED PLANS.
 3. FINAL APPROVAL AND ACCEPTANCE OF ALL SEWER CONSTRUCTION WILL BE BY THE BOISE CITY PUBLIC WORKS DEPARTMENT.
 4. SEWER IMPROVEMENTS WILL BE BY THE BOISE CITY PUBLIC WORKS DEPARTMENT AND THE DISTRICT ENGINEER'S REQUIREMENTS FOR ALTIMETER TESTING DURING THE CONSTRUCTION PERIOD. THE CONTRACTOR SHALL MAINTAIN THE ALTIMETER TESTING RECORDS FOR THE ENTIRE DURATION OF THE PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL ALTIMETER TESTING EQUIPMENT, INCLUDING THE ALTIMETER, AND FOR THE MAINTENANCE AND CALIBRATION OF THE ALTIMETER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ALTIMETER STATIONS DURING THE CONSTRUCTION PERIOD.
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- TRENCH BACKFILL NOTES**
1. ALL TRENCH BACKFILL SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE DRAINAGE STANDARDS FOR PUBLIC WORKS CONSTRUCTION (DPM), BOISE CITY PUBLIC WORKS DEPARTMENT AND/OR THE BOISE COUNTY HEALTH DEPARTMENT (AOS) MODIFICATIONS TO THE DPM.
 2. THE CONTRACTOR SHALL CONSTRUCT THE TRENCH BACKFILL IN ACCORDANCE WITH THE STANDARD PLANS APPROVED BY THE BOISE CITY PUBLIC WORKS DEPARTMENT. THESE PLANS WILL BE PROVIDED TO THE CONTRACTOR BY THE PROJECT ENGINEER PRIOR TO CONSTRUCTION. WORK SHALL NOT BE DONE WITHOUT THE CURRENT SET OF APPROVED PLANS.
 3. FINAL APPROVAL AND ACCEPTANCE OF ALL TRENCH BACKFILL CONSTRUCTION WILL BE BY THE BOISE CITY PUBLIC WORKS DEPARTMENT.
 4. TRENCH BACKFILL IMPROVEMENTS WILL BE BY THE BOISE CITY PUBLIC WORKS DEPARTMENT AND THE DISTRICT ENGINEER'S REQUIREMENTS FOR ALTIMETER TESTING DURING THE CONSTRUCTION PERIOD. THE CONTRACTOR SHALL MAINTAIN THE ALTIMETER TESTING RECORDS FOR THE ENTIRE DURATION OF THE PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL ALTIMETER TESTING EQUIPMENT, INCLUDING THE ALTIMETER, AND FOR THE MAINTENANCE AND CALIBRATION OF THE ALTIMETER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ALTIMETER STATIONS DURING THE CONSTRUCTION PERIOD.
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Block 13 15260

PLAT SHOWING

DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO. 11

LOCATED IN THE NW 1/4 OF SECTION 29, T.3N., R.3E., B.M.
BOISE, ADA COUNTY, IDAHO
2020

CP&F INST. NO.
2019-048731

S.19 | S.20

S.30 | S.29

CP&F INST. NO.
2017-05523

1/4 | S.20

S.29

REAL POINT OF BEGINNING
BASIS OF BEARING
S89°35'48"E 2657.50'

REAL POINT OF BEGINNING

REFERENCE DOCUMENTS

BOOKS:
DALLAS HARRIS ESTATES TOWNHOMES SUB. NO. 6, BOOK 112,
PAGES 16451 THROUGH 16456.
DALLAS HARRIS ESTATES TOWNHOMES SUB. NO. 8, BOOK 114,
PAGES 16899 THROUGH 17003
OUTCLAIM DEED: 2019-076924 AND 2019-079795

LEGEND

- FOUND BRASS CAP MONUMENT
- FOUND ALUMINUM CAP MONUMENT
- FOUND 5/8" IRON PIN, PLS 11779
- FOUND 1" MAGNETICALLY DETECTABLE COPPER DISK MONUMENT, PLS 7015
- FOUND 1" MAGNETICALLY DETECTABLE COPPER DISK MONUMENT, PLS 11779
- FOUND 1" MAGNETICALLY DETECTABLE COPPER DISK MONUMENT, PLS 7015
- FOUND 1" MAGNETICALLY DETECTABLE COPPER DISK MONUMENT, PLS 11779
- FOUND 1" MAGNETICALLY DETECTABLE COPPER DISK MONUMENT, PLS 7015
- FOUND 1" MAGNETICALLY DETECTABLE COPPER DISK MONUMENT, PLS 11779
- SET 5/8" 30' IRON PIN, PLS 11779
- SET 1" MAGNETICALLY DETECTABLE COPPER DISK MONUMENT, PLS 11779
- LOT NO.
- SUBDIVISION BOUNDARY LINE
- LOT LINE
- RIGHT-OF-WAY LINE
- SURVEY TIE LINE
- EXISTING RIGHT-OF-WAY LINE, DALLAS HARRIS ESTATES TOWNHOMES SUB. NO. 6 & 8.
- EXISTING EASEMENT AS SHOWN HEREON

LINE	BEARING	LENGTH
L1	N25°59'08"E	13.00
L2	S25°59'08"W	13.00
L3	N42°59'08"E	13.00
L4	S25°59'08"W	13.00
L5	N42°59'08"E	13.00
L6	S25°59'08"W	13.00
L7	S84°00'52"E	12.00

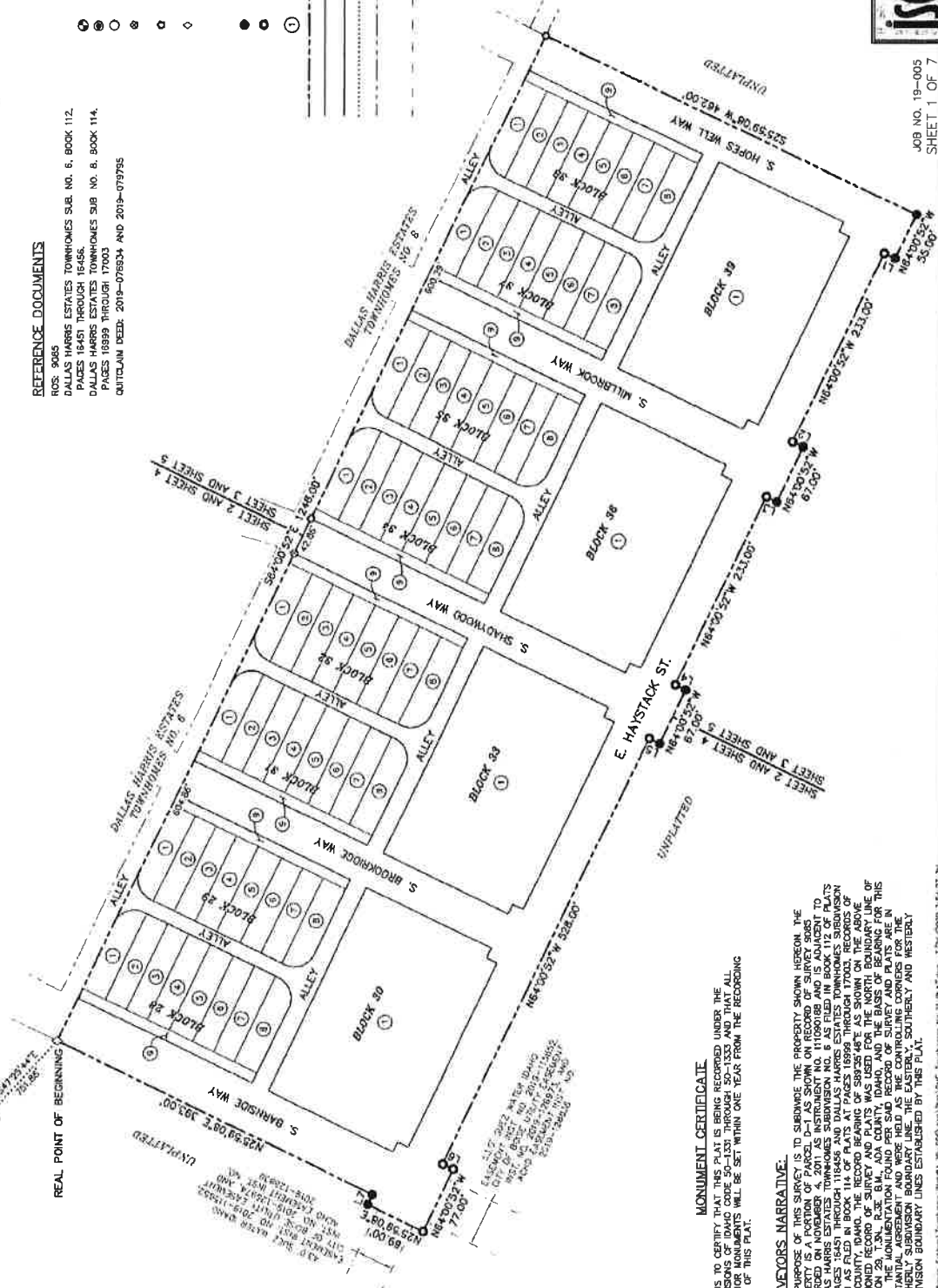
SEE SHEET 5 FOR PLAT NOTES, SEE SHEETS 4 AND 5 FOR ADDITIONAL EASEMENT INFORMATION.



IDAHO SURVEY GROUP, LLC

9865 W EMERALD ST.
BOISE, IDAHO 83704
(208) 464-0070

JOB NO. 19-005
SHEET 1 OF 7



18261



LEGEND

FOUND 5/8" IRON PIN, PLS 7015
FOUND 1" MAGNETICALLY DETECTABLE
COPPER DISK MONUMENT, PLS 7016
FOUND 1" MAGNETICALLY DETECTABLE
COPPER DISK MONUMENT, PLS 7017
REMOVED BY CONSTRUCTION, RESET 1"
MAGNETICALLY DETECTABLE COPPER DISK
MONUMENT, PLS 11779
SET 1/2" x 24" IRON PIN, PLS 11779
SET 5/8" x 30" IRON PIN, PLS 11779
SET 1" MAGNETICALLY DETECTABLE
COPPER DISK MONUMENT, PLS 11779
LOT NO.
SUBDIVISION BOUNDARY LINE
LOT LINE
RIGHT-OF-WAY LINE
CONTINUE
SIDEWALK EASTMENT LINE
PUBLIC UTILITIES EASTMENT LINE
PUBLIC UTILITIES EASTMENT LINE
PUBLIC UTILITIES EASTMENT LINE
BOISE CITY STREET LIGHT EASTMENT
PUBLIC UTILITIES & PRESSURE IRRIGATION
EASTMENT LINE
EXISTING EASTMENT AS SHOWN HEREON
EXISTING EASTMENT

LINE TABLE		
LINE	BEARING	LENGTH
L5	N25°58'09"E	13.00
L6	N25°58'09"W	13.00
L7	S84°00'52"E	12.00
L8	S94°00'52"E	12.00
L9	N25°58'08"W	13.00
L10	N25°58'08"E	13.00
L11	S84°00'52"E	12.00
L12	S84°00'52"E	12.00
L13	N25°58'08"W	13.00
L14	N25°58'08"E	13.00
L15	S84°00'52"E	12.00
L16	S25°58'08"W	34.50
L17	S25°58'08"W	34.50
L28	N64°00'52"W	38.50

CURVE TABLE					CHORD BKG.	CHORD DIST.
	CURVE	LENGTH	RADIUS	DELTA		
C1	39.27	25.00	907000"	91970052"	35.36	
C2	39.27	25.00	907000"	91970808"	35.36	
C3	39.27	25.00	907000"	91970552"	35.36	
C4	39.27	25.00	907000"	91970918"	35.36	
C5	39.27	25.00	907000"	91970508"	35.36	
C6	39.27	25.00	907000"	91970552"	35.36	
C7	39.27	25.00	907000"	91970918"	35.36	
C8	39.27	25.00	907000"	91970508"	35.36	
C9	9.20	236.00	146147"	91970545"	9.18	
C24	9.26	284.00	151118"	M2573225"	9.19	

SEE SHEET 5 FOR PLAT NOTES,
SEE SHEETS 4 FOR ADDITIONAL
EASEMENT INFORMATION.



BE 118 178 182402

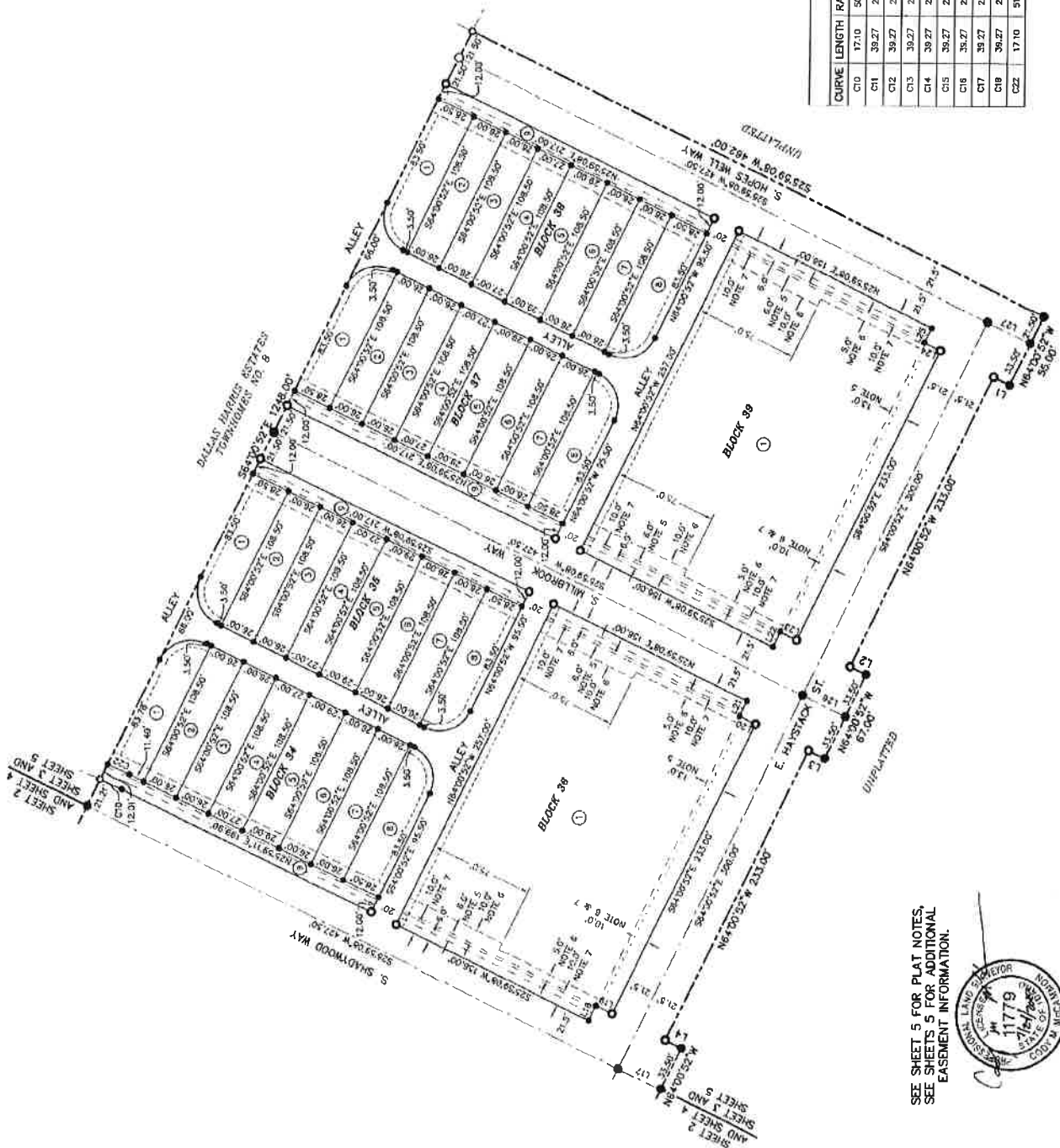
DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO.11



SCALE: 1" = 50'

LEGEND

- FOUND 5/8" IRON PIN, PLS 11779
- FOUND 1" MARKEETALLY DETECTABLE COPPER DISK MONUMENT, PLS 11779
- SET 1/2" x 24" IRON PIN, PLS 11779
- SET 5/8" x 30" IRON PIN, PLS 11779
- SET 1" MARKEETALLY DETECTABLE COPPER DISK MONUMENT, PLS 11779
- LOT NO.
- SUBDIVISION BOUNDARY LINE
- LOT LINE
- RIGHT-OF-WAY LINE
- CENTERLINE
- SIDEWALK ADJACENT LINE
- PUBLIC UTILITIES EASEMENT LINE
- PUBLIC UTILITIES & PRESSURE IRRIGATION LINE
- BOSE CITY STREET LIGHT EASEMENT
- BOSE CITY STREET LIGHT EASEMENT, PUBLIC UTILITIES & PRESSURE IRRIGATION EASEMENT LINE



SEE SHEET 5 FOR PLAT NOTES,
SEE SHEETS 5 FOR ADDITIONAL
EASEMENT INFORMATION.



LINE	BEARING	LENGTH
L1	N25°59'08"E	13.00
L2	S25°59'08"W	13.00
L3	N25°59'08"E	13.00
L4	S25°59'08"W	13.00
L17	S25°59'08"W	34.50
L18	S64°00'52"E	12.00
L19	S25°59'08"W	13.00
L20	N25°59'08"E	13.00
L21	S64°00'52"E	12.00
L22	S64°00'52"E	12.00
L23	S25°59'08"W	13.00
L24	N25°59'08"E	13.00
L25	S64°00'52"E	12.00
L26	S25°59'08"W	34.50
L27	S25°59'08"W	34.50

CURVE	LENGTH	RADIUS	DELTA	CHORD	BRC.	CHORD	DIST.
C10	17.10	504.00	1°36'40"	N25°59'08"E	17.10		
C11	39.27	25.00	90°00'00"	N19°00'52"E	35.36		
C12	39.27	25.00	90°00'00"	N70°59'08"E	35.36		
C13	39.27	25.00	90°00'00"	S19°00'52"E	35.36		
C14	39.27	25.00	90°00'00"	S70°59'08"W	35.36		
C15	39.27	25.00	90°00'00"	N19°00'52"W	35.36		
C16	39.27	25.00	90°00'00"	N70°59'08"E	35.36		
C17	39.27	25.00	90°00'00"	S19°00'52"E	35.36		
C18	39.27	25.00	90°00'00"	S70°59'08"W	35.36		
C22	17.10	516.00	1°33'57"	N25°59'12"E	17.10		



IDAHO SURVEY GROUP, LLC
JOB NO. 19-005
SHEET 3 OF 7

8645 W. EMERALD ST
BOISE, IDAHO 83704
(208) 646-8570

BC 118 Pg 15263

DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO. 11

PUBLIC UTILITIES, PRESSURE IRRIGATION, ACHD SIGHT TRIANGLE AND
SIDEWALK EASEMENTS FOR BLOCKS 28, 29, 31, AND 32



SCALE: 1" = 30'

LEGEND

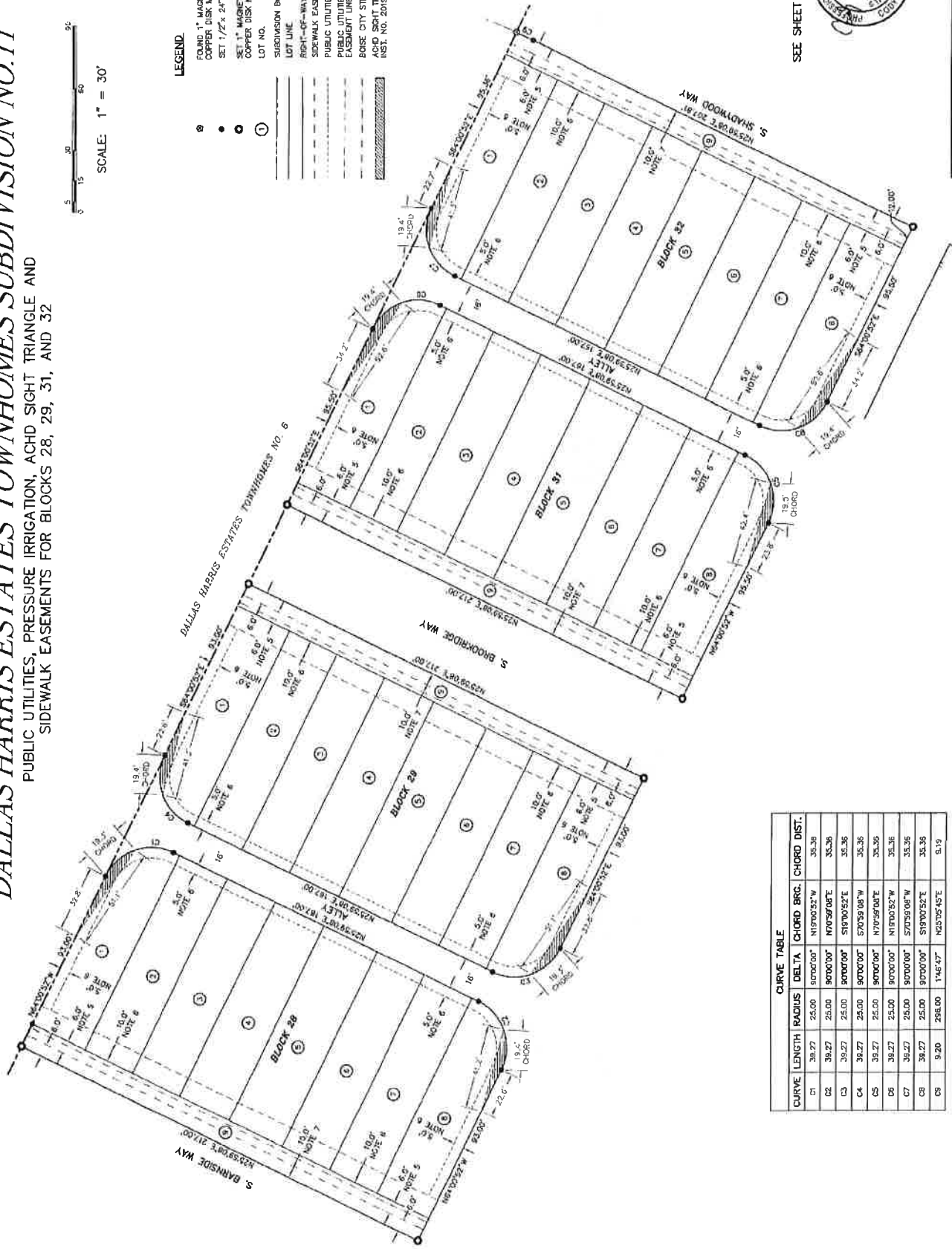
- FOUND 1" MAGNETICALLY DETECTABLE
COPPER DISK MONUMENT, PLS 7015
- SET 1/2" x 24" IRON PIN, PLS 11779
- SET 1" MAGNETICALLY DETECTABLE
COPPER DISK MONUMENT, PLS 11779
- LOT NO.
- SUBDIVISION BOUNDARY LINE
- LOT LINE
- RIGHT-OF-WAY LINE
- SIDEWALK EASEMENT LINE
- PUBLIC UTILITIES EASEMENT LINE
- PUBLIC UTILITIES & PRESSURE IRRIGATION
EASEMENT LINE
- BOISE CITY STREET LIGHT EASEMENT
- ACHD SIGHT TRIANGLE EASEMENTS
INST. NO. 2015-128537

SEE SHEET 5 FOR PLAT NOTES



IDAHO
SURVEY
GROUP, LLC

JOB NO. 19-005
SHEET 4 OF 7



CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	CHORD BRC. CHORD DIST.
C1	39.27	25.00	90°00'00"	N19°00'52"W 35.36
C2	39.27	25.00	90°00'00"	N70°59'08"E 35.36
C3	39.27	25.00	90°00'00"	S19°00'52"E 35.36
C4	39.27	25.00	90°00'00"	S70°59'08"W 35.36
C5	39.27	25.00	90°00'00"	N70°59'08"E 35.36
C6	39.27	25.00	90°00'00"	N19°00'52"W 35.36
C7	39.27	25.00	90°00'00"	S70°59'08"W 35.36
C8	39.27	25.00	90°00'00"	S19°00'52"E 35.36
C9	9.20	298.00	1°46'47"	N25°05'40"E 9.19

PUBLIC UTILITIES, PRESSURE IRRIGATION, ACHD SIGHT TRIANGLE AND
SIDEWALK EASEMENTS FOR BLOCKS 34, 35, 37, AND 38

	CURVE LENGTH	RADIUS	DELTA	CHORD BRG.	CHORD DIST.
C10	17.10	504.00	1°56'40"	N25°09'51"E	17.10
C11	39.27	23.00	90°00'00"	N19°00'52"W	35.36
C12	39.27	25.00	90°00'00"	N19°51'08"E	35.36
C13	39.27	25.00	90°00'00"	S19°00'52"E	35.36
C14	39.27	25.00	90°00'00"	S70°59'08"W	35.36

CURVE TABLE						
	CURVE	LENGTH	RADIUS	DELTA	CHORD BRG.	CHORD DIST.
	C15	39.27	25.00	90°00'00"	N19°09'52"W	35.36
	C16	39.27	25.00	90°00'00"	N70°59'08"E	35.36
	C17	39.27	25.00	90°00'00"	N19°09'52"E	35.36
	C18	39.27	25.00	90°00'00"	S70°59'08"W	35.36

LEGEND

COPPER DISK MONUMENT, PLS 11779
 COPPER DISK MONUMENT, PLS 11779
 SET 1/2"x 24" IRON PIN, PLS 11779
 SET 1" MAGNETICALLY DETECTABLE
 COPPER DISK MONUMENT, PLS 11779
 SET 1" MAGNETICALLY DETECTABLE
 COPPER DISK MONUMENT, PLS 11779
 LOT NO.
 SUBDIVISION BOUNDARY LINE
 LOT LINE
 RIGHT-OF-WAY LINE
 SIDEWALK EASEMENT LINE
 PUBLIC UTILITIES EASEMENT LINE
 PUBLIC UTILITIES & PRESSURE
 EASEMENT LINE
 POISE CITY STREET LIGHT EASEMENT
 ACHD SHORT TRAILER EASEMENTS
 NO. 2018-128317

SCALE: 1" = 30'



**IDAHO
SURVEY
GROUP, LLC**

JOB NO. 19-005
SHEET 5 OF 7

9965 W EMERALD ST.
BOISE, IDAHO 83704
(208) 846-8570

NOTES

THE DEVELOPMENT OF THIS PROPERTY SHALL BE IN COMPLIANCE WITH THE BOISE CITY DEVELOPMENT CODE. IN ADDITION, COMPLIANCE WITH SECTION 11-013-01 OF THE BOISE CITY DEVELOPMENT CODE IS REQUIRED. MINIMUM BUILDING SETBACK LINES SHALL BE IN ACCORDANCE WITH THE ZONING ORDINANCE AT THE TIME OF ASSUANCE. THE BUILDING FOOTPRINT SHALL BE SPECIFICALLY APPROVED BY SP-01. ALL LOT, PARCEL, AND ZONING INFORMATION, INCLUDING SETBACKS, AS ESTABLISHED IN THE ZONING ORDINANCE OR AS SPECIFICALLY APPROVED BY SP-01.

2. ANY RE-SUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE ZONING REGULATIONS IN EFFECT AT THE TIME OF THE RE-SUBDIVISION.

THIS PLAT IS SUBJECT TO COMPLIANCE WITH DADO CODE 31-30021.1(b) AND THE CITY OF BOISE WATER UTILITIES DEPARTMENT. BOISE WATER UTILITIES DEPARTMENT ORDINANCE REQUIRES CITY APPROVAL OF SURFACE IRRIGATION SYSTEMS. SINCE THIS IS A GROUND WATER SOURCE, PATTERN IRRIGATION SYSTEM, THE CITY OF BOISE HAS ISSUED A WAIVER OF ITS APPROVAL WITH THE ADVICE OF THE BOISE-KUNA IRRIGATION TRUST. LOTS WITHIN THIS SUBDIVISION WILL BE PROVIDED IRRIGATION WATER, AND WILL BE ALLOCATED TO PLAY THE DEVELOPER OR THE BOISE-KUNA IRRIGATION TRUST. WATER ASSESSMENT, SEE INSTRUMENT NO. 11033143, AND THE BOISE-KUNA IRRIGATION TRUST AGREEMENT, CONDITIONS, ALIENMENT AND RESTATED MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR DALLAS HARRIS ESTATES.

4. THIS SUBDIVISION SHALL COMPLY WITH THE APPROVED PRELIMINARY PLAT FOR DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO 11 (SUBT9-DD0013) AS APPROVED BY BOISE CITY COUNCIL ON MAY 7, 2019.

THE SIDEWALKS SHALL BE LOCATED OUTSIDE THE PUBLIC STREET RIGHT-OF-WAY, IN A PERPETUAL AND NON-EXCLUSIVE PUBLIC PEDESTRIAN AND BICYCLE SIDEWALK EASEMENT, GRANTED TO THE CITY OF BOSS, AND PRESSURE IRRIGATION EASEMENT, GRANTED TO BARBER VALET IRRIGATION, INC. THE SIDEWALK IMPROVEMENTS SHALL BE MAINTAINED BY THE DALLAS HARRIS ESTATES HOMEOWNERS ASSOCIATION. THE PRESSURE IRRIGATION SYSTEM SHALL BE SUBSTANTIALLY IDENTICAL TO THE PRESSURE IRRIGATION SYSTEM OF THE CITY OF BOSS. THE CITY OF BOSS AND PRESSURE IRRIGATION EASEMENT FOR THE CITY OF BOSS FOR PUBLIC USE AND PRESSURE IRRIGATION EASEMENT FOR THE CITY OF BOSS, DATED OCTOBER 20, 2019, AS INSTRUMENT NO. 2019-107415, OFFICIAL RECORDS OF ADA COUNTY, DAKOTA.

LOT LINES COMMON TO A PUBLIC STREET RIGHT-OF-WAY LINE HAVE A DEDICATED EASEMENT TO THE PUBLIC STREET RIGHT-OF-WAY LINE, AND SHALL BE CONSIDERED AND REFERRED TO THIS NOTE ON SHEETS 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831,

7. ALL LOT LINES COMMON TO A PUBLIC STREET RIGHT-OF-WAY LINE HAVE A PERMANENT TEN (10) FOOT WIDE BOISE CITY STREET LIGHT EASEMENT

LOT 9, BLOCK 28, LOT 9, BLOCK 29, LOT 9, BLOCK 31, LOT 9, BLOCK 32, LOT 9, BLOCK 34, LOT 9, BLOCK 35, LOT 9, BLOCK 37 AND LOT 9, BLOCK 38 ARE COMMON LOTS TO BE OWNED AND MAINTAINED BY THE HARRIS RANCH MASTER ASSOCIATION OR ITS ASSIGNS. THE OWNERSHIP AND MAINTENANCE COMMITMENT MAY NOT BE DISSOLVED WITHOUT THE EXPRESS WRITTEN CONSENT OF BOISE CITY. THESE LOTS CANNOT BE DEVELOPED FOR RESIDENTIAL PURPOSES IN THE FUTURE.

[illegible][illegible]

DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO. 11

JOB NO. 19-005
SHEET 6 OF 7

THE UNIVERSITY OF CHICAGO

EX 118 17 15266

DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO. 11

APPROVAL OF ADA COUNTY HIGHWAY DISTRICT

THE FOREGOING PLAT WAS ACCEPTED AND APPROVED BY THE BOARD OF ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS ON THE 15 DAY OF MAY, 2020.



[Signature]
Signed by Bruce S. Wong, Director for President

APPROVAL OF CENTRAL DISTRICT HEALTH DEPARTMENT

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 HAVE BEEN SATISFIED ACCORDING TO THE LETTER TO BE READ ON FILE WITH THE COUNTY RECORDER OR HIS AGENT LISTING THE CONDITIONS OF APPROVAL. SANITARY RESTRICTIONS MAY BE RE-IMPOSED, IN ACCORDANCE WITH SECTION 50-1326, IDAHO CODE, BY ISSUANCE OF A CERTIFICATION OF DISAPPROVAL.



[Signature]
Central District Health Department

APPROVAL OF CITY ENGINEER

I, THE UNDERSIGNED BOISE CITY ENGINEER, HEREBY STATE THAT THE RECOMMENDED CONDITIONS OF BOISE CITY HAVE BEEN SATISFIED FOR THIS PLAT.

[Signature]
PE # 11185

APPROVAL OF CITY COUNCIL

I, THE UNDERSIGNED, CITY CLERK IN AND FOR THE CITY OF BOISE, ADA COUNTY, IDAHO, DO HEREBY CERTIFY THAT AT A REGULAR MEETING OF THE CITY COUNCIL HELD ON THE 8 DAY OF October, 2019, THIS PLAT WAS DULY ACCEPTED AND APPROVED.



[Signature]
CITY CLERK, BOISE, IDAHO

CERTIFICATE OF COUNTY SURVEYOR

I, THE UNDERSIGNED, PROFESSIONAL LAND SURVEYOR, IN AND FOR ADA COUNTY, IDAHO, DO HEREBY CERTIFY THAT I HAVE CHECKED THIS PLAT AND THAT IT COMPLIES WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.



[Signature]
COUNTY SURVEYOR
PLS 5359
7-30-2020

CERTIFICATE OF THE COUNTY TREASURER

I, THE UNDERSIGNED, COUNTY TREASURER IN AND FOR THE COUNTY OF ADA, STATE OF IDAHO, PER THE REQUIREMENTS OF IC, 50-1308 DO HEREBY CERTIFY THAT ANY AND ALL CURRENT AND/OR DELINQUENT COUNTY PROPERTY TAXES FOR THE PROPERTY INCLUDED IN THIS PLAT HAVE BEEN PAID IN FULL. THIS CERTIFICATION IS VALID FOR THE NEXT THIRTY (30) DAYS ONLY.



DATE
7/30/2020

[Signature]
COUNTY TREASURER
Per Deputy Treasurer

COUNTY RECORDER'S CERTIFICATE

STATE OF IDAHO } S.S.
COUNTY OF ADA }
I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD AT THE REQUEST OF BARBER VALLEY DEVELOPMENT, INC. AT 11 MINUTES PAST 7 O'CLOCK P.M. ON THIS 30 DAY OF July, 2020, IN BOOK 118 OF PLATS AT PAGE 15266.

INSTRUMENT NO. 2020-046843

[Signature]
COUNTY RECORDER
\$26.00
FEE

[Signature]
EX-OFFICIO RECORDER



RiveRidge
Engineering
Company



March 29, 2021

Doug Fowler
Barber Valley Development
877 W. main Street, Suite 501
Boise, ID 83702

RE: Dallas Harris Estates Townhomes Subdivision No. 11
Change Order No. 1 to the Harris Ranch CID Eligible Construction Project

Dear Mr. Fowler:

This letter is being submitted as support information to Change Order Request No. 1 from Knife River, due to the need to properly address these change order items for the record and to best provide back-up information, related to CID Reimbursement,

- Change Order Exhibit #1 – Exhibit #1 addresses the need to remove all sanitary Sewer Services and Domestic Water Services from the CID Eligible project and transfer to the Non-CID Eligible Private Contract between Knife River and Barber Valley Development. These construction items were initially placed in the CID Contract, due to construction timing and the need to account for these costs with the initial CID bid Contract. It was agreed that once the Non-CID Eligible Contract was successfully negotiated, these items would be moved to that contract because these items are not reimbursable under the CID. These bid items - 7600, 7700, 8900, 9000, and 9100 total a reduction of (\$149,382.00).
- Change Order Exhibit #2 – Exhibit #2 relates to an Ada County Highway District requirement to place concrete collars around all storm drain manholes and hydrodynamic separators along the new pond system. This work directive came during the ACHD final project inspection. As shown on the attached Exhibit, this resulted in a project cost increase of \$3,010.00.
- Change Order Exhibit #3 – Exhibit #3 relates to the elimination of imported pit run roadway surface materials and the replacement with suitable pit run from the new pond construction for the project. The original bid items – 6000, 6200, 6300, and 6400 were considered imported pit run from the Knife River facility, because of the need for all pond excavation to be placed as lot fill for all lots of the project. At time of the construction of these access roads, (roads that would ultimately be public roadways for the overall project) the materials excavated from the ponds was determined to be suitable for placement on each of these access roads and therefore, no import of pit run from the Knife River gravel pit was required. The contract is changed to remove all imported pit run and replace with the



placement of the suitable pit run from the pond excavation. The resulting change to the contract is net reduction of (\$562,412.00).

The Net Change Order #1 to the Project Contract is (\$708,794.00). The new overall Project Contract is \$5,244,552.30.

Please let me know if you have any questions, or concerns related to this Change Order #1 submittal.

Sincerely,



David G. Powell, P.E.

CHANGE ORDER

(Instructions on next page)

No. 1

PROJECT: **Dallas Harris Estates Townhomes Subdivision No. 11 CID Project**

DATE OF ISSUANCE – March 29, 2021

OWNER: **Barber Valley Development**

OWNER's Contract No.: **19028: CID Eligible Items**

CONTRACTOR – **Knife River**

You are directed to make the following changes in the Contract Documents.

Description: **This Change Order is related to multiple changes in the work that will be described in an attached letter and submittals from Knife River.**

Reason for Change Order: **Project changes related to environmental issues, changes in the work and removal of all sewer and water services from this contract.**

Attachments: **See attached items and cost summary**

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price \$ <u>5,953,346.30</u>	Original Contract Times Substantial Completion: <u>N/A</u> Ready for final payment: days or dates
Net changes from previous Change Orders \$ <u>00.00</u>	Net changes from previous change Orders No. <u> </u> to No. <u>N/A</u> days
Contract Price prior to this Change Order \$ <u>5,953,346.30</u>	Contract Times prior to this Change Order Substantial Completion: Ready for final payment: <u>N/A</u> days or dates
Net Increase (decrease) of the Change Order \$ <u>(708,794.00)</u>	Net Increase (decrease) of the Change Order <u>N/A</u> days
Contract Price with all approved Change Orders \$ <u>5,244,552.30</u>	Contract Times with all approved Change Orders Substantial Completion: <u>N/A</u> Ready for final payment: days or dates

APPROVED:

By:

Owner (Authorized Signature)

Date:

4-16-21

ACCEPTED:

By:

Contractor (Authorized Signature)

Date:

APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER: PROJECT: DHE Townhomes #11 CID AIA DOCUMENT G702

Barber Valley Development

PAGE ONE OF

8

APPLICATION NO:

PAGES

(CID)

FROM CONTRACTOR: Knife River

VIA ARCHITECT.

PERIOD TO: 6/25/2020

PROJECT NOS:

CONTRACT FOR:

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	\$ 5,953,346.30
2. Net change by Change Orders	\$ 0.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$ 5,953,346.30
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ 5,989,761.40

5. RETAINAGE:

a. $\frac{5}{100}$ % of Completed Work (Column D + E on G703)	\$ 199,488.07
b. $\frac{5}{100}$ % of Stored Material (Column F on G703)	Included in above
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$ 199,488.07

6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$ 3,184,155.98
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$ 604,117.35
8. CURRENT PAYMENT DUE (Line 7 less Line 6)	\$ 2,163,072.97

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

CONTRACT DATE:

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due \$ 604,117.35

CONTRACTOR: Knife River

By: [Signature] Date: 6/25/2020

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

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 604,117.35

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

By: [Signature] Date: 6-30-20
This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



KNIFE RIVER CO.
Remit To:
Southern Idaho Division
5450 W. Gowen Road
Boise, ID 83709
Fax: (208)-362-6199

Customer:

473786
BARBER VALLEY DEVELOPMENT - CB
ATTN: DAVE POWELL
2447 S VISTA AVENUE
BOISE ID 83705

Contract Billing		
Contract No:	Project No.	Invoice No.
30196064	30196064	12895
Job Description		
HARRIS RANCH NO. 11		
Invoice Date:	Appl No.	Adjust No.
06/26/20	8	
Bill From:	Bill To:	Cust Ref No.
06/01/20	06/24/20	473766

C/O	Bid Item	Description	Units	UM	Unit Price	Extension	Total Units To Date	Total Billing	Previous Units To Date	Previous Billing	Current Units	Current Billing
10		Mobilization	1.00	LS	350,000.00	350,000.00	80.00 %	250,000.00	60.00 %	210,000.00	20.00 %	70,000.00
20		Bonds	1.00	LS	25,000.00	25,000.00	100.00 %	25,000.00	100.00 %	25,000.00	0.00 %	0.00
30		Insurance	1.00	LS	2,000.00	2,000.00	100.00 %	2,000.00	100.00 %	2,000.00	0.00 %	0.00
40		Mass Excavation and Embankment	53,800.00	CY	4.00	255,200.00	63,800.00	255,200.00	53,800.00	255,200.00	0.00	0.00
50		Over Excavate & Re-Comp Exist	1.00	LS	18,000.00	18,000.00	100.00 %	18,000.00	100.00 %	18,000.00	0.00 %	0.00
70		Complete Offsite Traffic Contr	1.00	LS	45,000.00	45,000.00	100.00 %	45,000.00	100.00 %	45,000.00	0.00 %	0.00
80		Clear & Grub Pond G-H	3.50	AC	6,000.00	28,000.00	3.50	28,000.00	3.50	28,000.00	0.00	0.00
90		Mass Pond Excavation & Embankment	23,800.00	CY	11.50	273,700.00	23,800.00	273,700.00	23,800.00	273,700.00	0.00	0.00
100		Construct New Ornamental Fence	1,984.00	LF	30.00	59,520.00	0.00	0.00	0.00	0.00	0.00	0.00
120		Place "Imported" Topsoil On All	1.00	LS	35,000.00	35,000.00	0.00 %	0.00	0.00 %	0.00	0.00 %	0.00
130		Pond Slope Stabilization	1.00	LS	9,000.00	9,000.00	100.00 %	9,000.00	100.00 %	9,000.00	0.00 %	0.00
140		Clear & Grub Pond E-F	2.50	AC	8,000.00	20,000.00	2.50	20,000.00	2.50	20,000.00	0.00	0.00
150		Removal -Concrete Beams & Ball	1.00	LS	5,000.00	5,000.00	100.00 %	5,000.00	100.00 %	5,000.00	0.00 %	0.00
180		Mass Pond Excavation & Embankment	19,790.00	CY	11.50	227,585.00	19,790.00	227,585.00	19,790.00	227,585.00	0.00	0.00
170		Construct -New Ornamental Fence	1,540.00	LF	30.00	46,200.00	0.00	0.00	0.00	0.00	0.00	0.00
190		Place-Imported Topsoil On All	1.00	LS	30,000.00	30,000.00	0.00 %	0.00	0.00 %	0.00	0.00 %	0.00

2



KNIFE RIVER CO.
Remit To:
Southern Idaho Division
5450 W. Gowen Road
Boise, ID 83709
Fax: (208)-362-6199

Contract Billing		
Contract No.	Project No.	Invoice No.
30196064	30196064	12895
Job Description		
HARRIS RANCH NO. 11		

Customer:
473766
BARBER VALLEY DEVELOPMENT - CB
ATTN: DAVE POWELL
2447 S VISTA AVENUE
BOISE ID 83705

Invoice Date:	Appl No.	Adjust No.
06/26/20	8	
Bill From:	Bill To:	Cust Ref No.
06/01/20	06/24/20	473766

C/C	Bid Item	Description	Units	UM	Unit Price	Extension	Total Units To Date	Total Billing	Previous Units To Date	Previous Billing	Current Units	Current Billing
200	Pond Slope Stabilization		1.00	LS	9,000.00	9,000.00	100.00 %	9,000.00	100.00 %	9,000.00	0.00 %	0.00
210	Clear & Grub Pond 1G		1.50	AC	8,000.00	12,000.00	1.50	12,000.00	1.50	12,000.00	0.00	0.00
220	Removal Concrete Beams & Bells		1.00	LS	5,000.00	5,000.00	100.00 %	5,000.00	100.00 %	5,000.00	0.00 %	0.00
230	Mass Pond Excavation & Embankment		4,870.00	CY	15.00	73,050.00	4,870.00	73,050.00	4,870.00	73,050.00	0.00	0.00
240	Construct New Ornamental Fence		1,094.00	LF	30.00	32,820.00	0.00	0.00	0.00	0.00	0.00	0.00
260	Place Imported Topsoil On All		1.00	LS	18,000.00	18,000.00	0.00 %	0.00	0.00 %	0.00	0.00 %	0.00
270	Pond Slope Stabilization		1.00	LS	5,000.00	5,000.00	100.00 %	5,000.00	100.00 %	5,000.00	0.00 %	0.00
1400	Road & Sidewalk Subgrade Comp		36,946.00	SY	0.50	33,251.40	36,946.00	33,251.40	36,946.00	33,251.40	0.00	0.00
1500	F 1/2" x 3/4" x 6" Gravel		6,310.00	CY	28.00	176,680.00	6,310.00	176,680.00	0.00	0.00	6,310.00	176,680.00
1600	3/4" Road Mix		2,594.00	CY	40.00	103,760.00	2,000.00	80,000.00	0.00	0.00	2,000.00	80,000.00
1700	2.5" Asphalt		11,080.00	SY	11.00	121,880.00	0.00	0.00	0.00	0.00	0.00	0.00
1800	3" Asphalt		2,370.00	SY	13.00	30,810.00	0.00	0.00	0.00	0.00	0.00	0.00
1900	Type "P" Asphalt Repair		430.00	SY	90.00	38,700.00	430.00	38,700.00	430.00	38,700.00	0.00	0.00
2100	Alley Approach W/3/4" Road Base		8.00	EA	1,450.00	11,600.00	8.00	11,600.00	0.00	0.00	8.00	11,600.00
2200	Standard 6" Vertical Curb & Gut		6,520.00	LF	17.00	110,840.00	6,520.00	110,840.00	0.00	0.00	6,520.00	110,840.00
2300	3/4" Road Base For Curb & Gutt		410.00	CY	100.00	41,000.00	410.00	41,000.00	0.00	0.00	410.00	41,000.00
2400	8" Concrete Sidewalk		3,969.00	LF	22.00	87,318.00	3,969.00	87,318.00	0.00	0.00	3,969.00	87,318.00

3



KNIFE RIVER CO.

Remit To:

Southern Idaho Division
5450 W. Gowen Road
Boise, ID 83709
Fax: (208)-362-6199

Customer:

473766
BARBER VALLEY DEVELOPMENT - CB
ATTN: DAVE POWELL
2447 S VISTA AVENUE
BOISE ID 83705

Contract Billing		Contract Billing	
Contract No.	Project No.	Contract No.	Invoice No.
30196064	30196064	30196064	12895
Job Description			
HARRIS RANCH NO.11			
Invoice Date:	Appl No.	Adjust No.	
06/26/20	8		
Bill From:	Bill To:	Cust Ref No.	
06/01/20	06/24/20	473766	

Bid Code	Description	Units	Unit Price	Extension	Total Units To Date	Total Billing	Previous Units To Date	Previous Billing	Current Units	Current Billing
2560	3/4" Rd Base For Sidewalk	300.00 CY	75.00	22,500.00	300.00	22,500.00	0.00	0.00	300.00	22,500.00
2600	15" Concrete Sidewalk	2,762.00 LF	55.00	151,380.00	0.00	0.00	0.00	0.00	0.00	0.00
2700	3/4" Road Base For 15' Sidewalk	520.00 CY	75.00	39,000.00	0.00	0.00	0.00	0.00	0.00	0.00
2800	Truncated Domes	32.00 EA	195.00	6,240.00	0.00	0.00	0.00	0.00	0.00	0.00
2900	Handicapped Ramp	38.00 EA	1,000.00	38,000.00	0.00	0.00	0.00	0.00	0.00	0.00
3000	12" SD Main	2,970.00 LF	35.00	103,950.00	2,970.00	103,950.00	2,970.00	103,950.00	0.00	0.00
3100	15" SD Main	2,777.00 LF	39.00	10,803.00	2,777.00	10,803.00	2,777.00	10,803.00	0.00	0.00
3200	18" SD Main	2,252.00 LF	53.00	119,356.00	2,252.00	119,356.00	2,252.00	119,356.00	0.00	0.00
3300	24" SD Main	1,811.00 LF	68.00	123,148.00	1,811.00	123,148.00	1,811.00	123,148.00	0.00	0.00
3400	30" SD Main	1,031.00 LF	82.00	84,542.00	1,031.00	84,542.00	1,031.00	84,542.00	0.00	0.00
3500	36" SD Main	1,096.00 LF	94.00	103,024.00	1,096.00	103,024.00	1,096.00	103,024.00	0.00	0.00
3700	18" End Section	1.00 EA	400.00	400.00	1.00	400.00	1.00	400.00	0.00	0.00
3800	24" End Section	5.00 EA	500.00	2,500.00	5.00	2,500.00	5.00	2,500.00	0.00	0.00
3900	30" End Section	1.00 EA	1,100.00	1,100.00	1.00	1,100.00	1.00	1,100.00	0.00	0.00
4000	36" End Section	1.00 EA	2,100.00	2,100.00	1.00	2,100.00	1.00	2,100.00	0.00	0.00
4100	Type I Catch Basin	19.00 EA	1,065.00	20,235.00	19.00	20,235.00	0.00	0.00	19.00	20,235.00
4200	48" SD Manhole	32.00 EA	2,700.00	86,400.00	32.00	86,400.00	32.00	86,400.00	0.00	0.00
4300	60" SD Manhole	1.00 EA	3,300.00	3,300.00	1.00	3,300.00	1.00	3,300.00	0.00	0.00
4400	SD Manhole G-1 & G-2	2.00 EA	8,400.00	16,800.00	2.00	16,800.00	2.00	16,800.00	0.00	0.00
4500	1000 Gal S&G Trap 1G-1 & 1G-1A	2.00 EA	5,400.00	10,800.00	2.00	10,800.00	2.00	10,800.00	0.00	0.00



KNIFE RIVER CO.

Remit To:

Southern Idaho Division
5450 W. Gowen Road
Boise, ID 83709
Fax: (208)-362-6199

Customer:

473766
BARBER VALLEY DEVELOPMENT - CB
ATTN: DAVE POWELL
2447 S VISTA AVENUE
BOISE ID 83705

Contract Billing		Contract Billing	
Contract No.	Project No.	Invoice No.	Invoice No.
30196064	30196064	12895	12895
Job Description			
HARRIS RANCH NO. 11			
Invoice Date:	Appl No.	Adjust No.	
06/26/20	8		
Bill From:	Bill To:	Cust Ref No.	
06/01/20	06/24/20	473766	

C	Bid Item	Description	Units	Unit Price	Extension	Total Units To Date	Total Billing	Previous Units To Date	Previous Billing	Current Units	Current Billing
4600		Hydrodynamic Separator "E"	1.00 LS	45,000.00	45,000.00	100.00 %	45,000.00	100.00 %	45,000.00	0.00 %	0.00
4700		Hydrodynamic Separator "F"	1.00 LS	37,000.00	37,000.00	100.00 %	37,000.00	100.00 %	37,000.00	0.00 %	0.00
4800		Hydrodynamic Separator "G"	1.00 LS	100,000.00	100,000.00	100.00 %	100,000.00	100.00 %	100,000.00	0.00 %	0.00
4900		Hydrodynamic Separator "10"	1.00 LS	22,000.00	22,000.00	100.00 %	22,000.00	100.00 %	22,000.00	0.00 %	0.00
5000		Hydrodynamic Separator "H"	1.00 LS	73,000.00	73,000.00	100.00 %	73,000.00	100.00 %	73,000.00	0.00 %	0.00
5100		Connect 48" Manhole To Exisit	4.00 EA	1,000.00	4,000.00	4.00	4,000.00	4.00	4,000.00	0.00	0.00
5200		Connect 60" Manhole To Exisit	1.00 EA	1,000.00	1,000.00	1.00	1,000.00	1.00	1,000.00	0.00	0.00
5300		Pond Outlet Structure	3.00 EA	9,000.00	27,000.00	3.00	27,000.00	3.00	27,000.00	0.00	0.00
5400		Remove Existing Splitter Box	1.00 EA	500.00	500.00	1.00	500.00	1.00	500.00	0.00	0.00
5500		Rip Rap Pipe Inlet/Outlet at P	1.00 LS	8,000.00	8,000.00	100.00 %	8,000.00	100.00 %	8,000.00	0.00 %	0.00
5600		Remove Existing SD Manhole	2.00 EA	250.00	500.00	2.00	500.00	2.00	500.00	0.00	0.00
5700		Remove and Relocate Existing S	3.00 EA	2,600.00	7,800.00	3.00	7,800.00	3.00	7,800.00	0.00	0.00
5800		Remove Existing SD Pipe	1.00 LS	8,000.00	8,000.00	100.00 %	8,000.00	100.00 %	8,000.00	0.00 %	0.00
5900		Remove Existing SD Structure	1.00 LS	700.00	700.00	100.00 %	700.00	100.00 %	700.00	0.00 %	0.00

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KNIFE RIVER
AN MDU RESOURCES COMPANY

KNIFE RIVER CO.

Remit To:

Southern Idaho Division
5450 W. Gowen Road
Boise, ID 83709
Fax: (208)-362-6199

Customer:

473766
BARBER VALLEY DEVELOPMENT - CB
ATTN: DAVE POWELL
2447 S VISTA AVENUE
BOISE ID 83705

Contract Billing		
Contract No:	Project No.	Invoice No.
30196064	30196064	12895
Job Description		
HARRIS RANCH NO.11		

Invoice Date:	Appl No.	Adjust No.
06/26/20	8	
Bill From:	Bill To:	Cust Ref No.
06/01/20	06/24/20	473766

Cat Item	Description	Units	Unit	Unit Price	Extension	Total Units To Date	Total Billing	Previous Units To Date	Previous Billing	Current Units	Current Billing
6000	Install Old Hickory Gravel Acc	1.00	LS	200,000.00	200,000.00	0.00 %	0.00	0.00 %	0.00	0.00 %	0.00
6100	Install Old Hickory Gravel Acc	1.00	LS	10,000.00	10,000.00	0.00 %	0.00	0.00 %	0.00	0.00 %	0.00
6200	Install Clinch Way Gravel Acc	1.00	LS	115,000.00	115,000.00	0.00 %	0.00	0.00 %	0.00	0.00 %	0.00
6300	Install Haystack St Gravel Acc	1.00	LS	230,000.00	230,000.00	0.00 %	0.00	0.00 %	0.00	0.00 %	0.00
6400	Install Barnside Gravel Access	1.00	LS	115,000.00	115,000.00	0.00 %	0.00	0.00 %	0.00	0.00 %	0.00
6500	ACHD Access Road Warm Springs	1.00	LS	10,000.00	10,000.00	0.00 %	0.00	0.00 %	0.00	0.00 %	0.00
6600	24" Underdrain Pipe	141.00	LF	70.00	9,870.00	141.00	9,870.00	141.00	8,870.00	0.00	0.00
6700	48" Underdrain Manhole	4.00	EA	3,000.00	12,000.00	4.00	12,000.00	4.00	12,000.00	0.00	0.00
6800	Connect to Underdrain Manhole	2.00	EA	2,500.00	5,000.00	2.00	5,000.00	2.00	5,000.00	0.00	0.00
6900	Greenbelt Repair W/Stripin	1.00	LS	5,000.00	5,000.00	100.00 %	5,000.00	100.00 %	5,000.00	0.00 %	0.00
7000	8" Sewer Main	3,998.00	LF	47.00	187,906.00	3,998.00	187,906.00	3,998.00	187,906.00	0.00	0.00
7100	10" Sewer Main	365.00	LF	50.00	18,250.00	365.00	18,250.00	365.00	18,250.00	0.00	0.00
7200	48" Sewer Manhole	14.00	EA	3,200.00	44,800.00	14.00	44,800.00	14.00	44,800.00	0.00	0.00
7300	Connect To Existing Sewer Main	1.00	EA	4,200.00	4,200.00	1.00	4,200.00	1.00	4,200.00	0.00	0.00
7400	Connect To Existing Sewer Manhole	1.00	EA	4,400.00	4,400.00	1.00	4,400.00	1.00	4,400.00	0.00	0.00
7500	Construct Sewer Access Road	1.00	LS	22,000.00	22,000.00	0.00 %	0.00	0.00 %	0.00	0.00 %	0.00

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KNIFE RIVER
AN MDR RESOURCES COMPANY

KNIFE RIVER CO.
Remit To:

Southern Idaho Division
5450 W. Gowen Road
Boise, ID 83709
Fax: (208)-362-6199

Customer:

473766
BARBER VALLEY DEVELOPMENT - CB
ATTN: DAVE POWELL
2447 S VISTA AVENUE
BOISE ID 83705

Contract Billing		
Contract No:	Project No.	Invoice No.
30196064	30196064	12895
Job Description		
HARRIS RANCH NO.11		
Invoice Date:	Appl No.	Adjust No.
06/26/20	8	
Bill From:	Bill To:	Cust Ref No.
06/01/20	06/24/20	473766

Line Item	Description	Units	Unit Price	Extension	Total Units To Date	Total Billing	Previous Units To Date	Previous Billing	Current Units	Current Billing
7800	4" Sewer Services (Includes 5 48	69.00 EA	840.00	57,960.00	69.00	57,960.00	69.00	57,960.00	0.00	0.00
7700	4" Service Pipe (Includes 192'	2,804.00 LF	5.50	15,422.00	2,804.00	15,422.00	2,804.00	15,422.00	0.00	0.00
7800	18" DI Water Main	2,215.00 LF	95.00	211,070.00	2,215.00	211,070.00	2,215.00	211,070.00	0.00	0.00
7900	16" DI Fittings	1.00 LS	20,000.00	20,000.00	100.00 %	20,000.00	100.00 %	20,000.00	0.00 %	0.00
8000	Connect To Existing 16" Main	2.00 EA	8,000.00	16,000.00	2.00	16,000.00	2.00	16,000.00	0.00	0.00
8100	18" Butterfly Valve	3.00 EA	3,700.00	11,100.00	3.00	11,100.00	3.00	11,100.00	0.00	0.00
8200	8" C900 Water Main	2,450.00 LF	25.00	61,250.00	2,450.00	61,250.00	2,450.00	61,250.00	0.00	0.00
8300	8" Gate Valve	11.00 EA	1,350.00	14,850.00	11.00	14,850.00	11.00	14,850.00	0.00	0.00
8400	8" Fittings	1.00 LS	3,300.00	3,300.00	100.00 %	3,300.00	100.00 %	3,300.00	0.00 %	0.00
8500	Connect To Existing 8" Main	4.00 EA	500.00	2,000.00	4.00	2,000.00	4.00	2,000.00	0.00	0.00
8600	8" X 2" Blow Off	6.00 EA	1,180.00	7,080.00	6.00	7,080.00	6.00	7,080.00	0.00	0.00
8800	Fire Hydrant	6.00 EA	4,500.00	27,000.00	6.00	27,000.00	6.00	27,000.00	0.00	0.00
8900	3/4" Double Service	32.00 EA	1,400.00	44,800.00	32.00	44,800.00	32.00	44,800.00	0.00	0.00
9000	2" Water Service	4.00 EA	3,800.00	15,200.00	4.00	15,200.00	4.00	15,200.00	0.00	0.00
9100	8" Fire Service	4.00 EA	4,000.00	16,000.00	4.00	16,000.00	4.00	16,000.00	0.00	0.00
9200	6" PVC Including Control Wire	2,642.00 LF	15.00	39,630.00	2,642.00	39,630.00	2,642.00	39,630.00	0.00	0.00
9300	4" PVC Including Control Wire	5,130.00 LF	11.00	56,430.00	5,130.00	56,430.00	5,130.00	56,430.00	0.00	0.00
9400	4" Gate Valves (Includes 5 6"	54.00 EA	700.00	37,800.00	54.00	37,800.00	54.00	37,800.00	0.00	0.00

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KNIFE RIVER CO.
Remit To:
Southern Idaho Division
5450 W. Gowen Road
Boise, ID 83709
Fax: (208) 362-6199

Customer:

473766
BARBER VALLEY DEVELOPMENT - CB
ATTN: DAVE POWELL
2447 S VISTA AVENUE
BOISE ID 83705

Customer:

473766

BARBER VALLEY DEVELOPMENT - CB

ATTN: DAVE POWELL

2447 S VISTA AVENUE

BOISE ID 83705

KNIFE RIVER CO.

Remit To:

Southern Idaho Division

5450 W. Gowen Road

Boise, ID 83709

Fax: (208)-362-6199

Contract Billing

Contract No:

30196064

Project No.

30196064

Invoice No.

12895

Job Description

HARRIS RANCH NO.11

Invoice Date:

06/26/20

Appl No.

8

Adjust No.

Bill From:

06/01/20

Bill To:

06/24/20

Cust Ref No.

473766

C.O. Bid Item	Description	Units	UM	Unit Price	Extension	Total Units To Date	Total Billing	Previous Units To Date	Previous Billing	Current Units	Current Billing
9500	3" Landscape Tap	10.00	EA	1,130.00	11,300.00	10.00	11,300.00	10.00	11,300.00	0.00	0.00
9800	1" Ir Service	16.00	EA	525.00	8,400.00	16.00	8,400.00	16.00	8,400.00	0.00	0.00
9700	Mainline Drain	1.00	EA	1,000.00	1,000.00	1.00	1,000.00	1.00	1,000.00	0.00	0.00
9800	6" Fittings	1.00	LS	10,000.00	10,000.00	100.00 %	10,000.00	100.00 %	10,000.00	0.00 %	0.00
9900	4" Fittings	1.00	LS	13,000.00	13,000.00	100.00 %	13,000.00	100.00 %	13,000.00	0.00 %	0.00
10000	10" Sleeve	216.00	LF	4,320.00	4,320.00	216.00	4,320.00	216.00	4,320.00	0.00	0.00
10100	8" Sleeve	936.00	LF	15.00	14,040.00	936.00	14,040.00	936.00	14,040.00	0.00	0.00
10200	6" Sleeve	1,274.00	LF	10.00	12,740.00	1,274.00	12,740.00	0.00	0.00	1,274.00	12,740.00
10300	2" Sleeve	936.00	LF	3.50	3,276.00	936.00	3,276.00	936.00	3,276.00	0.00	0.00
10400	12 Gauge 2 Wire	8,012.00	LF	1.00	8,012.00	8,012.00	8,012.00	8,012.00	8,012.00	0.00	0.00
10500	Landscape and Alley Repair	728.00	LF	6.00	4,368.00	728.00	4,368.00	728.00	4,368.00	0.00	0.00
10600	Connect To Existing Main	5.00	EA	1,500.00	7,500.00	5.00	7,500.00	5.00	7,500.00	0.00	0.00
10700	Fine Irrigation Mainline	4,800.00	LF	3.30	15,840.00	0.00	0.00	0.00	0.00	0.00	0.00
10800	Hunter Pro Spray Pop Up	984.00	EA	28.00	27,552.00	0.00	0.00	0.00	0.00	0.00	0.00
10900	Hunter Remote Control Valving	28.00	EA	400.00	11,200.00	0.00	0.00	0.00	0.00	0.00	0.00
11000	Amended Topsoil	20.00	CY	100.00	2,000.00	0.00	0.00	0.00	0.00	0.00	0.00
11100	Lawn	35,247.00	SF	0.70	24,672.90	0.00	0.00	0.00	0.00	0.00	0.00
11200	Trees	96.00	EA	510.00	48,960.00	0.00	0.00	0.00	0.00	0.00	0.00
11300	Flowering Plants in Planter Po	1.00	LS	26,000.00	26,000.00	0.00 %	0.00	0.00 %	0.00	0.00 %	0.00

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KNIFE RIVER CO.
Remit To:
Southern Idaho Division
5450 W. Gowen Road
Boise, ID 83709
Fax: (208) 362-6199

Customer:

473766
BARBER VALLEY DEVELOPMENT - CB
ATTN: DAVE POWELL
2447 S VISTA AVENUE
BOISE ID 83705

Contract Billing	
Contract No:	Project No.
30196064	30196064
Job Description	
HARRIS RANCH NO.11	
Invoice Date:	Adjust No.
06/26/20	8
Bill From:	Bill To:
06/01/20	06/24/20
Cust Ref No.	
473766	

C/O	Item	Description	Units	Unit	Unit Price	Extension	Total Units To Date	Total Billing	Previous Units To Date	Previous Billing	Current Units	Current Billing
11400		Side Street Trash Receipts	8.00	EA	2,000.00	16,000.00	0.00	0.00	0.00	0.00	0.00	0.00
11500		Street Signs	1.00	LS	4,000.00	4,000.00	0.00	0.00	0.00	0.00	0.00	0.00
11600		Type II Barricades	10.00	EA	350.00	3,500.00	0.00	0.00	0.00	0.00	0.00	0.00
11700		Type III Barricades	9.00	EA	480.00	4,320.00	0.00	0.00	0.00	0.00	0.00	0.00
11800		Street Lights 25'	5.00	EA	7,900.00	39,500.00	0.00	0.00	0.00	0.00	0.00	0.00
11900		Street Light Conduit & Wiring	1.00	LS	16,000.00	16,000.00	0.00	0.00	0.00	0.00	0.00	0.00
12000		Benchies Along Haystack	16.00	EA	3,000.00	48,000.00	0.00	0.00	0.00	0.00	0.00	0.00
12100		Planter Pots Along Haystack	32.00	EA	1,500.00	48,000.00	0.00	0.00	0.00	0.00	0.00	0.00
12200		Tree Grates Along Haystack	32.00	EA	6,600.00	211,200.00	0.00	0.00	0.00	0.00	0.00	0.00
12300		Striping	1.00	LS	4,000.00	4,000.00	0.00	0.00	0.00	0.00	0.00	0.00
12400		Prepare SWPPP and File	1.00	LS	2,500.00	2,500.00	100.00	2,500.00	0.00	0.00	0.00	0.00
12500		Inlet Sediment Protection	8.00	EA	65.00	390.00	6.00	390.00	0.00	0.00	0.00	0.00
12800		Silt Fence	2,500.00	LF	2.50	6,250.00	0.00	0.00	0.00	0.00	0.00	0.00
12700		Orange Construction Fence	2,706.00	LF	2.50	6,765.00	2,706.00	6,765.00	0.00	0.00	0.00	0.00
12800		Inspect and Maintain BMP's	1.00	LS	10,000.00	10,000.00	80.00	8,000.00	50.00	5,000.00	30.00	3,000.00

ORIGINAL

Subtotal Amount:

RETN RETAINAGE

Total Invoice Amount:

\$ 5,953,946.30
\$ 5,953,946.30
\$ 3,989,761.40
\$ 3,989,761.40
\$ 3,353,848.40
\$ 3,353,848.40
\$ 3,188,153.98
\$ 3,188,153.98
\$ 635,913.00
\$ 635,913.00
\$ 609,174.35
\$ 609,174.35

(199,488.07)

(187,692.42)

(31,795.65)

9



KNIFE RIVER CO.
Remit To:
Southern Idaho Division
5450 W. Gowen Road
Boise, ID 83709
Fax: (208)-362-6199

Customer:

473766
BARBER VALLEY DEVELOPMENT - CB
ATTN: DAVE POWELL
2447 S VISTA AVENUE
BOISE ID 83705

Contract Billing									
Contract No:		Project No.		Invoice No.					
30196064		30196064		12895					
Job Description									
HARRIS RANCH NO.11									
Invoice Date:		Appl No.		Adjust No.					
06/26/20		8							
Bill From:		Bill To:		Cust Ref No.					
06/01/20		06/24/20		473766					
Total Units To Date		Previous Units To Date		Current Units		Current Billing			
Total Billing		Previous Billing		Current Billing					

Previous Invoices:	\$	3,186,155.98
Current Invoices:	\$	604,117.35
Total Amount Billed to Date:	\$	3,790,273.33
Total Payments Received to Date:	\$	(3,185,355.98)
Total Outstanding	\$	604,917.35

16



5450 W. Gowen Road
Boise, ID 83709
(208) 362-6152
(208) 382-6199 FAX

EXHIBIT #2
CID
Southern Idaho Division

March 17, 2021

Dave Powell
RiverRidge Engineering
2447 Vista Ave
Boise, ID 83705

Subject: Dallas Harris Estates #11

Re: Installation Of Concrete Collars On Hydro Dynamic Separators

Dear Dave,

ACHD required concrete collars be placed on Hydrodynamic Separator accesses. This was not shown in plans.

Add: 7 EA Concrete Collars @ \$430.00 Per EA = \$3,010.00

The total for this additional work is \$3,010.00.

Please review these items and let me know if you have any questions.

Sincerely,

Jeff Korsen
Project Manager



5450 W. Gowen Road
Boise, ID 83709
(208) 362-6152
(208) 362-6199 FAX

EXHIBIT #3
CID
Southern Idaho Division

March 17, 2021

Dave Powell
RiverRidge Engineering
2447 Vista Ave
Boise, ID 83705

Subject: Dallas Harris Estates #11 CID

Re: Access Road Change in Scope of Work

Dear Dave,

At the time of bid the site required all the material from the pond excavation to be used on the site roads and lots and that imported pit run be used for the access roads. Material was secured from other sites and the pit run material from the ponds was used to build the access roads.

Deduct: 1 LS Install Old Hickory Gravel Access Road @ (\$200,000.00)
Add: 7,345 CY Place Material From Pond @ \$4.00 Per CY = \$29,380.00
Deduct: 1 LS Install Clinch Way Gravel Access Road @ (\$115,000.00)
Add: 4,194 CY Place Material From Pond @ \$4.00 Per CY = \$16,776.00
Deduct: 1 LS Install Haystack Gravel Access Road @ (\$230,000.00)
Add: 8,664 CY Place Material From Pond @ \$4.00 Per CY = \$34,656.00
Deduct: 1 LS Install Barnside Gravel Access Road @ (\$115,000.00)
Add: 4,194 CY Place Material From Pond @ \$4.00 Per CY = \$16,776.00

The total for this additional work is (\$562,412.00.)

Please review these items and let me know if you have any questions.

Sincerely,


Jeff Kersen
Project Manager

CHANGE ORDER

(Instructions on next page)

No. 2

PROJECT: **Dallas Harris Estates Townhomes Subdivision No. 11 CID Project**

DATE OF ISSUANCE - April 5, 2021

OWNER: **Barber Valley Development**

OWNER's Contract No.: **19028: CID Eligible Items**

CONTRACTOR - **Knife River**

You are directed to make the following changes in the Contract Documents.

Description: **This Change Order is related to Items 130, 200, and 270 of the Knife River Application and Certification for payment form and consists of reduced costs for slope stabilization of the ponds.**

Reason for Change Order: **Reduced coverage and costs submitted by Syman, LLC and passed through without markup by Knife River. Original cost for these 3 items was \$23,000.00, reduced to \$10,091.28**

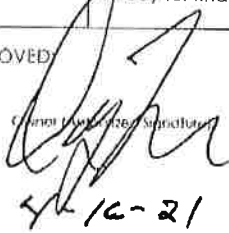
Attachments: **See attached items and cost summary**

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price \$ <u>5,253,344.30</u>	Original Contract Times Substantial Completion: <u>N/A</u> Ready for final payment: days or dates
Net changes from previous Change Orders \$ <u>(708,794.00)</u>	Net changes from previous change Orders No. <u> </u> to No. <u>N/A</u> days
Contract Price prior to this Change Order \$ <u>5,244,552.30</u>	Contract Times prior to this Change Order Substantial Completion: Ready for final payment: <u>N/A</u> days or dates
Net Increase (decrease) of the Change Order \$ <u>(12,908.72)</u>	Net Increase (decrease) of the Change Order <u>N/A</u> days
Contract Price with all approved Change Orders \$ <u>5,231,643.58</u>	Contract Times with all approved Change Orders Substantial Completion: <u>N/A</u> Ready for final payment: days or dates

APPROVED:

By:

Date:


General Contractor Signature
4/16/21

ACCEPTED:

By:

Date:

Contractor (Authorized Signature)



Syman, LLC
2101 Delta Dr.
Nampa ID 83687
(208) 287-8420

www.symancompany.com

Invoice

#30107

Invoice Date: 3/4/2021
Due Date: 4/3/2021

Knife River
5450 W Gowen Road
Boise ID 83709
United States

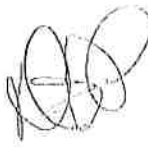
Project	Terms	Due Date	PO #	Memo
202171 Dallas Harris Estates	Net 30	4/3/2021	26868 1-J	

Item	Quantity	Units	Rate	Amount	Tax
Hydroseed Hydro-seed - Apply Seed Mix with Mulch, Fertilizer & Tackifier	4	ACR	\$2,476.57	\$9,906.28	
Mileage/Mob Mobilization of Job Crew and Material to Jobsite - 3/3/2021	1	EA	\$185.00	\$185.00	

Original Invoice 103,200,270
Slope Stabilization \$23,000.00
Hydroseeding - \$10,091.28

DEDUCTION (\$12,908.72)

Subtotal	\$10,091.28
Tax Total	\$0.00
Invoice Total	\$10,091.28
Amount Paid	\$0.00
Balance Due	\$10,091.28

 4/5/21

CHANGE ORDER

(Instructions on next page)

No. 3

PROJECT: **Dallas Harris Estates Townhomes Subdivision No. 11 CID Project**

DATE OF ISSUANCE – June 1, 2021

OWNER: **Barber Valley Development**

OWNER's Contract No.: **19028: CID Eligible Items**

CONTRACTOR – **Knife River**

You are directed to make the following changes in the Contract Documents.

Description: **This Change Order is related to item 12600 of the Knife River Application and Certification for payment form and consists of the removal of this Silt Fence Item.**

Reason for Change Order: **Due to contractor ways and means, there was no need for placement of silt fence for this project and is, therefore eliminated. Original cost for this item was \$6,250.**

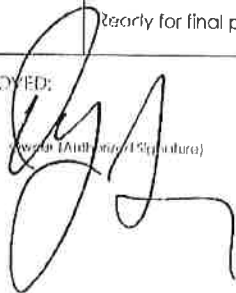
Attachments: **See attached items and cost summary**

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price \$ <u>5,953,346.30</u>	Original Contract Times Substantial Completion: <u>N/A</u> Ready for final payment: _____ days or dates
Net changes from previous Change Orders \$ <u>(721,702.72)</u>	Net changes from previous change Orders No. <u> </u> to No. <u>N/A</u> days
Contract Price prior to this Change Order \$ <u>5,231,643.58</u>	Contract Times prior to this Change Order Substantial Completion: _____ Ready for final payment: <u>N/A</u> days or dates
Net Increase (decrease) of the Change Order \$ <u>(6,250.00)</u>	Net Increase (decrease) of the Change Order <u>N/A</u> days
Contract Price with all approved Change Orders \$ <u>5,225,393.58</u>	Contract Times with all approved Change Orders Substantial Completion: <u>N/A</u> Ready for final payment: _____ days or dates

APPROVED:

By:

Date:



ACCEPTED:

By:

Date:

Contractor (Authorized Signature)

OW 6/2/21

CHANGE ORDER

INSTRUCTIONS

A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Contract Price or Times.

Changes that affect Contract Price or Contract times should be promptly covered by a Change Order. The practice of accumulating change order items to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order shall be used.

B. COMPLETING THE CHANGE ORDER FORM

Engineer initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Contractor for approval. After approval by Contractor, all copies should be sent to Owner for approval. Engineer should make distribution of executed copies after approval by Owner.

If a change only applies to Contract Price or to Contract Times, cross out the part of the tabulation that does not apply.

DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO. 11
CONTRACTOR PAYMENT REQUEST EVALUATION AND EXPLANATION
OF ITEMS
Revised 9/07/2021

This evaluation is being revised and updated to reflect the Jim Parly review comments to Hethe Clark Dated August 16, 2021. Items 1 - 6 of that letter titled "Proof of Public Bidding, record plat and construction drawings" are not a part of this revision. Item 7 and items 1 - 6 of the letter titled "Requested contract reimbursable found in Knife River contract" are addressed below.

- Item 1 - Items 150 - 220 of the Knife River contract are specifically related to clearing and grubbing of large concrete beams and ballasts related to the original logging operation that were left within the limits of the new pond sites and required either relocation, or removal. These were broken out separately, due the magnitude of the anticipated work.
- Item 2 - Items 1400 - 1600 of the Knife River contract are specifically related to the public roadways and do not cover any work related to the alley construction. All work related to the alley construction was contracted separately with Knife River as Non-CID related construction of the overplot earthwork, the alley construction and all storm drain pipe, inlets and manholes within the limits of the alleys.
- Item 3 - Items 3000 - 4300 are all storm drain related items associated with the public roadways and do not include those segments of pipe, inlets and manholes located within the limits of the alleys and are therefore deemed reimbursable under this request.
- Item 4 - Items 6000 - 6500 are now removed with this revision
- Item 5 - Items 7800 - 8800 are now removed with this revision.
- Item 6 - Items 9200 - 10900 are now removed with this revision.
- Item 7 - Items 11000 - 11400 and 12000 - 12200 are now removed with this revision.



ITEM	ITEM EXPLANATION	
10 - 30	Mobilization, Bonds and Insurance related to the construction of the ponds and roadway	\$ 377,000.00
	CID Eligible items	
40 - 70	Work directly related to the construction of the roadways measuring from 5' behind sidewalk to 5' behind sidewalk to provide a stable foundation for sidewalk construction given that structural fill depths are up to 5' deep.	\$ 318,200.00
80 - 130	Complete construction of the easterly regional storm water pond as CID eligible items.	\$ 405,220.00
140 - 200	The ornamental fence is required for security of the wet pond	
	Complete construction of the middle regional storm water pond as CID eligible items.	\$ 337,785.00
210 - 270	The ornamental fence is required for security of the wet pond	
	Complete construction of the westerly regional storm water pond as CID eligible items.	\$ 145,870.00
1400	The ornamental fence is required for security of the wet pond	
	Work element required prior to placement of structural fill of sidewalks and roadways	\$ 33,251.40
1500 - 2900	All work related to the construction of the roadways and sidewalks as CID Eligible items.	\$ 979,688.00
3000 - 5900	All work related to the construction of the new storm water collection system within the project roadways and within the limits of the new regional storm water ponds as CID Eligible items	\$ 1,022,958.00
6000 - 6500	All related work elements for access roads are now removed from this request.	
6600 - 6800	The underdrain system was installed in the early phases of the development to collect shallow groundwater to increase groundwater depths to avoid water from entering the crawl spaces of individual residences and is determined not to be CID eligible work.	
6900	This work is related to greenbelt repair due to crossings of the greenbelt with the new storm drain piping and outlet to the Walling Creek as CID Eligible items	\$ 5,000.00
7000 - 7500	This section is for the sanitary sewer main lines and manholes only and is eligible through the statute. This work does not include services	\$ 281,556.00
7600 - 7700	These items were included in the original bid, due to uncertainty of ability to negotiate the Non-CID elements of this project. Once the Non CID contract was secured, these sanitary sewer services were removed from this CID contract by Change Order. Refer to Change Order 1 below	
7800 - 8800	All related work elements for the water system are now removed from this request.	
8900 - 9100	These items were included in the original bid, due to uncertainty of ability to negotiate the Non-CID elements of this project. Once the Non CID contract was secured, these domestic water services were removed from this CID contract by Change Order. Refer to Change Order 1 below which will show the removal of item 8900. Items 9000 and 9100 are also being eliminated from reimbursement because they are services to individual commercial buildings and not for the overall use of the district.	
9200 - 10900	All related work elements for the pressure irrigation and fine irrigation systems are now removed from this request.	
11000 - 11400	All related work elements for the project landscaping are removed from this request.	
11500 - 11900	These items are street signs, barricades and street lights and deemed eligible for reimbursement	\$ 67,320.00
12000 - 12200	All related work elements for the project sidewalk amenities are removed from this request.	
12300 - 12800	These items are related to pavement markings and construction SWPPP and are considered essential for the projection of the site and surrounding properties and Boise River from potential contamination and are considered CID Eligible items.	\$ 29,905.00
Change Order 1	Change Order Exhibit 1 - is for the removal of sewer and water services that have been removed from the line items 7600, 7700, 8900 and 9100, so are not included in this change order.	
	Change Order Exhibit 2 - is for concrete collars for storm drain system and have been accepted by City Engineer for reimbursement.	\$ 3,010.00
	Change Order Exhibit 3 - is for gravel access roads that have been denied for reimbursement by City Engineer.	
	The net eligible amount of Change Order 3 is the \$3,010.00 for manhole collars.	
Change Order 2	Change Order 2 was a reduction in quantity and cost for the revegetation around the storm water ponds.	\$ (12,908.72)
Change Order 3	Due to ways and means and project scheduling, the use of this silt fence on the project was not needed. Item 12600 is now removed from contract by this change order	\$ (6,250.00)
Total for reimbursement		\$ 3,987,604.68
Original Contract Cost		\$ 5,953,346.30

DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO. 11
CONTRACTOR PAYMENT REQUEST EVALUATION AND EXPLANATION
OF ITEMS
 Revised 8/24/2021



This evaluation is being revised and updated to reflect the Jim Parry review comments to Hethe Clark Dated August 16, 2021. Items 1 - 6 of that letter titled "Proof of Public Bidding, record plat and construction drawings" are not a part of this revision. Item 7 and Items 1 - 6 of the letter titled "Requested contract reimbursable found in Knife River contract" are addressed below.

- Item 1** - Items 150 - 220 of the Knife River contract are specifically related to clearing and grubbing of large concrete beams and ballasts related to the original logging operation that were left within the limits of the new pond sites and required either relocation, or removal. These were broken out separately, due the magnitude of the anticipated work.
- Item 2** - Items 1400 - 1600 of the Knife River contract are specifically related to the public roadways and do not cover any work related to the alley construction. All work related to the alley construction was contracted separately with Knife River as Non-CID related construction of the overplot earthwork, the alley construction and all storm drain pipe, inlets and manholes within the limits of the alleys.
- Item 3** - Items 3000 - 4300 are all storm drain related items associated with the public roadways and do not include those segments of pipe, inlets and manholes located within the limits of the alleys and are therefore deemed reimbursable under this request.
- Item 4** - Items 6000 - 6500 are now removed with this revision.
- Item 5** - Items 7800 - 8800 are now removed with this revision.
- Item 6** - Items 9200 - 10900 are now removed with this revision.
- Item 7** - Items 11000 - 11400 and 12000 - 12200 are now removed with this revision.

ITEM	ITEM EXPLANATION	
10 - 30	Mobilization, Bonds and Insurance related to the construction of the ponds and roadway CID Eligible Items	\$ 377,000.00
40 - 70	Work directly related to the construction of the roadways measuring from 5' behind sidewalk to 5' behind sidewalk to provide a stable foundation for sidewalk construction given that structural fill depths are up to 5' deep.	\$ 318,200.00
80 - 130	Complete construction of the easterly regional storm water pond as CID eligible items. The ornamental fence is required for security of the wet pond	\$ 405,220.00
140 - 200	Complete construction of the middle regional storm water pond as CID eligible items. The ornamental fence is required for security of the wet pond	\$ 337,785.00
210 - 270	Complete construction of the westerly regional storm water pond as CID eligible items. The ornamental fence is required for security of the wet pond	\$ 145,870.00
1400	Work element required prior to placement of structural fill of sidewalks and roadways	\$ 33,251.40
1500 - 2900	All work related to the construction of the roadways and sidewalks as CID Eligible items.	\$ 979,688.00
3000 - 5900	All work related to the construction of the new storm water collection system within the project roadways and within the limits of the new regional storm water ponds as CID Eligible Items	\$ 1,022,958.00
6000 - 6500	All related work elements for access roads are now removed from this request.	
6600 - 6800	The underdrain system was installed in the early phases of the development to collect shallow groundwater to increase groundwater depths to avoid water from entering the crawl spaces of individual residences and is determined not to be CID eligible work.	
6900	This work is related to greenbelt repair due to crossings of the greenbelt with the new storm drain piping and outlet to the Walling Creek as CID Eligible Items	\$ 5,000.00
7000 - 7500	This section is for the sanitary sewer main lines and manholes only and is eligible through the statute. This work does not include services	\$ 281,556.00
7600 - 7700	These items were included in the original bid, due to uncertainty of ability to negotiate the Non-CID elements of this project. Once the Non CID contract was secured, these sanitary sewer services were removed from this CID contract by Change Order. Refer to Change Order 1 below.	
7800 - 8800	All related work elements for the water system are now removed from this request. These items were included in the original bid, due to uncertainty of ability to negotiate the Non-CID elements of this project. Once the Non CID contract was secured, these domestic water services were removed from this CID contract by Change Order. Refer to Change Order 1 below which will show the removal of item 8900. Items 9000 and 9100 are also being eliminated from reimbursement because they are services to individual commercial buildings and not for the overall use of the district.	
8900 - 9100		
9200 - 10900	All related work elements for the pressure irrigation and line irrigation systems are now removed from this request.	
11000 - 11400	All related work elements for the project landscaping are removed from this request.	
11500 - 11900	These items are street signs, barricades and street lights and deemed eligible for reimbursement	\$ 67,320.00
12000 - 12200	All related work elements for the project sidewalk amenities are removed from this request.	
12300 - 12800	These items are related to pavement markings and construction SWPPP and are considered essential for the protection of the site and surrounding properties and Bolse River from potential contamination and are considered CID Eligible Items.	\$ 29,905.00
Change Order 1	Change Order 1 included the adjustment of three contract elements, (1) including the removal of sanitary sewer and domestic water services from the CID contract, items 7600 - 7700 and 8900. Items 9000 and 9100 are being removed from the reimbursement request; (2) Increased costs related to concrete collars of all storm drain lids within gravel accesses; (3) The change in materials from imported pit run to storm drain pond excavated pit run for the required accesses, items 6000 - 6600. This item 3 is removed from this change order for reimbursement, because all of these items have been removed from eligibility by the City.	\$ (146,382.00)
Change Order 2	Change Order 2 was a reduction in quantity and cost for the revegetation around the storm water ponds.	\$ (12,908.72)
Change Order 3	Due to ways and means and project scheduling, the use of this silt fence on the project was not needed. Item 12600 is now removed from contract by this change order	\$ (6,250.00)
Total for reimbursement		\$ 3,898,212.68
Original Contract Cost		\$ 5,959,346.30

August 16, 2021

T. Hethe Clark
Clark Wardle
251 E. Front Street, Suite 230
Boise, ID 83701

Re: Dallas Harris Estates Townhomes Subdivision No. 11 Improvements – CID Reimbursement

Dear Mr. Clark,

The District has received and reviewed the June 17, 2021 “binder” for the *Dallas Harris Estates Townhomes Subdivision No. 11 Improvements – Construction of Roadways for the benefit of the Harris Ranch Community Infrastructure District*. The District is requesting the following items be addressed and a revised “binder” be re-submitted no later than August 25, 2021.

Proof of public bidding, recorded plat and construction record drawings:

1. Evidence of public bidding advertisement
2. Bidders’ tabulations
3. Notice of award
4. Construction contract
5. Record construction drawings
6. Recorded subdivision plat
7. Acceptance of sanitary sewer by City of Boise
8. Acceptance of streetlights by City of Boise
9. Acceptance and agreement for ownership and maintenance of stormwater ponds
10. Update the developer engineer’s certification evaluation and explanation to reflect items listed below

Requested contract reimbursables found in Knife River contract:

1. Provide clarification on what Bid Item 150 and 220 “Removal Concrete Beams and Ball” is.
2. Request RiveRidge Engineering to verify that bid items 1400 – 1600 quantities (subgrade prep, 6” minus pitrun, and ¾” road base) does not include materials related to alley construction.
3. Remove related alley stormwater infrastructure quantities from reimbursement request.
4. Eligible reimbursement items require community infrastructure to be publicly owned by this state or a political subdivision. Based on this requirement remove reimbursement request for Bid Items 6000 – 6500 Gravel Access Road.
5. Eligible reimbursement items require community infrastructure to be publicly owned by this state or a political subdivision. Based on this requirement remove reimbursement request for SUEZ Idaho related items (Bid Items 7800 – 8800).
6. Eligible reimbursement items require community infrastructure to be publicly owned by this state or a political subdivision. Based on this requirement remove reimbursement request for pressure irrigation system related items (Bid Items 9200 – 10900).
7. Eligible reimbursement items require community infrastructure to be publicly owned by this state or a political subdivision. Based on this requirement remove reimbursement request for

DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO. 11
CONTRACTOR PAYMENT REQUEST EVALUATION AND EXPLANATION OF
ITEMS

June 7, 2021



ITEM	ITEM EXPLANATION	
10 - 30	Mobilization, Bonds and Insurance related to the construction of the ponds and roadway CID Eligible Items	\$ 377,000.00
40 - 70	Work directly related to the construction of the roadways measuring from 5' behind sidewalk to 5' behind sidewalk to provide a stable foundation for sidewalk construction given that structural fill depths are up to 5' deep.	\$ 318,200.00
80 - 130	Complete construction of the easterly regional storm water pond as CID eligible Items. The ornamental fence is required for security of the wet pond	\$ 405,220.00
140 - 200	Complete construction of the middle regional storm water pond as CID eligible Items. The ornamental fence is required for security of the wet pond	\$ 337,785.00
210 - 270	Complete construction of the westerly regional storm water pond as CID eligible Items. The ornamental fence is required for security of the wet pond	\$ 145,870.00
1400	Work element required prior to placement of structural fill of sidewalks and roadways	\$ 88,251.40
1500 - 2900	All work related to the construction of the roadways and sidewalks as CID Eligible Items.	\$ 979,688.00
3000 - 5900	All work related to the construction of the new storm water collection system within the project roadways and within the limits of the new regional storm water ponds as CID Eligible Items	\$ 1,022,958.00
6000 - 6400	The project required gravel access roads for Old Hickory, Cinch, Barnside and Haystack to allow access to water, sewer and storm drain mains within these roadway limits. These Temporary access roads will be converted to permanent paved roadways with future development in these areas. Note, Change Order 1 below that clarifies that pit run from storm drain ponds met ACHD structural criteria for subbase and therefore, eliminated need for imported pit run and a significant cost reduction to these items.	\$ 670,000.00
6500	This access is for ACHD access to storm drain structures adjacent to storm drain ponds as CID Eligible Item	\$ 10,000.00
6600 - 6800	The underdrain system was installed in the early phases of the development to collect shallow groundwater to increase groundwater depths to avoid water from entering the crawl spaces of individual residences and is determined not to be CID eligible work	\$ 26,870.00
6900	This work is related to greenbelt repair due to crossings of the greenbelt with the new storm drain piping and outlet to the Walling Creek as CID Eligible Items	\$ 5,000.00
7000 - 7500	This section is for the sanitary sewer main lines and manholes only and is eligible through the statute. This work does not include services	\$ 281,556.00
7600 - 7700	These items were included in the original bid, due to uncertainty of ability to negotiate the Non-CID elements of this project. Once the Non-CID contract was secured, these sanitary sewer services were removed from this CID contract by Change Order. Refer to Change Order 1 below	\$ 79,382.00
7800 - 8800	This section is for the domestic water main lines and fittings only and is considered eligible because the water system and Suez Idaho is controlled through the PUC. This series of items is under further review by CID attorney for acceptance.	\$ 382,100.00
8900 - 9100	These items were included in the original bid, due to uncertainty of ability to negotiate the Non-CID elements of this project. Once the Non-CID contract was secured, these domestic water services were removed from this CID contract by Change Order. Refer to Change Order 1 below which will show the removal of item 8900. Items 9000 and 9100 are also being eliminated from reimbursement because they are services to individual commercial buildings and not for the overall use of the district	\$ 76,000.00
9200 - 10400	These items are all related to the pressure irrigation system for the development. This system was required by City and State codes to deliver irrigation through the large surface water right for the development and are therefore, considered CID Eligible Items.	\$ 219,948.00
10500 - 11300	These items are all related to the fine pressure irrigation system, controls and landscaping and are considered CID Eligible Items	\$ 168,092.90
11400 - 12300	These items are amenities, striping and lighting for the roadways and approved 15' wide urban roadways and are considered CID Eligible Items	\$ 394,520.00
12400 - 12800	All of these items are related to the EPA required SWPPP for the project and are all considered essential for the protection of the site and surrounding properties and Boise River from potential contamination and are considered CID Eligible Items.	\$ 25,905.00
Change Order 1	Change Order 1 included the adjustment of three contract elements, (1) including the removal of sanitary sewer and domestic water services from the CID contract, items 7600 - 7700 and 8900. Items 9000 and 9100 are being removed from the reimbursement request; (2) increased costs related to concrete collars of all storm drain lids within gravel accesses; (3) The change in materials from imported pit run to storm drain pond excavated pit run for the required accesses, items 6000 - 6600.	\$ (708,794.00)
Change Order 2	Change Order 2 was a reduction in quantity and cost for the revegetation around the storm water ponds.	\$ (12,908.72)
Change Order 3	Due to ways and means and project scheduling, the use of this silt fence on the project was not needed. Item 12600 is now removed from contract by this change order	\$ (6,250.00)
Items 6600-6800	These items are being removed as described above	\$ (26,870.00)
		\$ 5,198,523.58

landscaping and other related amenities items (Bid Items 11000 – 11400 and Bid Items 12000-12200).

Please contact me with any questions or clarifications you may have.

Respectfully,

A handwritten signature in black ink, appearing to read "Jim Pardy", with a stylized flourish at the end.

Jim Pardy, P.E.
District Engineer

Knife River

Dallas Harris Estates Townhomes #11

Invoice Date	Invoice Number	Amount Billed	Check Number	Date Paid	Amount Paid
11/25/2019	1	\$ 64,125.00	5898	1/14/2020	\$ 64,125.00
12/25/2019	2	\$ 155,700.25	5924	2/13/2020	\$ 155,700.25
1/25/2020	3	\$ 434,447.35	5985	3/11/2020	\$ 434,447.35
2/25/2020	4	\$ 925,913.70	6021	4/13/2020	\$ 925,913.70
3/25/2020	5	\$ 902,380.87	6035	5/14/2020	\$ 902,380.87
4/25/2020	6	\$ 352,704.98	6038	5/14/2020	\$ 352,704.98
5/25/2020	7	\$ 350,883.83	6073 & 6093	5/31/2020	\$ 350,883.83
6/25/2020	8	\$ 604,117.35	6116	6/30/2020	\$ 604,117.35
7/25/2020	9	\$ 637,425.30	6182	9/14/2020	\$ 637,425.30
8/25/2020	10	\$ 161,472.35	6202	10/15/2020	\$ 161,472.35
9/25/2020	11	\$ 314,820.50	6217	10/15/2020	\$ 314,820.50
4/8/2021	12	\$ 60,132.42	6310	4/12/2021	\$ 60,132.42
5/31/2021	13	\$ -			\$ -
5/31/2021	14	\$ 261,269.68	6369	6/2/2021	\$ 261,269.68
		\$ 5,225,393.58			\$ 5,225,393.58
Adjustments*		\$ 1,237,788.90			\$ 1,237,788.90
Total:		\$ 3,987,604.68			\$ 3,987,604.68

*See 6E for detail

APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER:
Barber Valley Development

PROJECT: DHE Townhomes #11 CID APPLICATION NO: 1

PAGE ONE OF

PAGES

Distribution to:

OWNER	
ARCHITECT	
CONTRACTOR	

FROM CONTRACTOR:
Knife River

VIA ARCHITECT:

PERIOD TO: 11/25/2019

PROJECT NOS:

CONTRACT FOR:

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

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

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

1. ORIGINAL CONTRACT SUM	\$ 5,933,346.30
2. Net change by Change Orders	\$ 0.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$ 5,933,346.30
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ 67,500.00

By: [Signature] Date: 11/25/2019

State of: _____ County of: _____ day of _____

Notary Public:

My Commission expires:

11/25/2019

CONTRACTOR: Knife River

5. RETAINAGE:	\$ 33,375.00
a. % of Completed Work (Column D + E on G703)	\$ Included in above
b. % of Stored Material (Column F on G703)	\$
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$ 33,375.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$ 64,125.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$ 0.00
8. CURRENT PAYMENT DUE	\$ 64,125.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 Less Line 6)	\$ 5,869,221.30

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 64,125.00

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and in the Contract Documents, except those changed to conform with the amount certified.)

By: [Signature] Date: 11/25/19

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

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

AIA DOCUMENT G703 APPLICATION AND CERTIFICATION FOR PAYMENT - 1997 EDITION AIA 0703-2

Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5222



KNIFE RIVER CO.

Remit To:

Southern Idaho Division
5450 W. Gowen Road
Boise, ID 83709
Fax: (208)-362-6199

Customer:

473766
BARBER VALLEY DEVELOPMENT - CB
ATTN: DAVE POWELL
2447 S VISTA AVENUE
BOISE ID 83705

Contract Billing			
Contract No:	Project No.	Invoice No.	
30198064	30198064	12180	
Job Description			
HARRIS RANCH NO.11			
Invoice Date:	Appl No.	Adjust No.	
11/21/19	1		
Bill From:	Bill To:	Cust Ref No.	
11/01/19	11/21/19	473766	

Line Item	Description	Units	Unit Price	Excavation	Total Price	Total Price	Excavation	Total Price	Excavation	Total Price	Excavation	Total Price
10	Mobilization	1.00	LS	350,000.00	350,000.00	0.00 %	0.00	0.00 %	0.00	0.00 %	0.00	0.00
20	Bonds	1.00	LS	25,000.00	25,000.00	100.00 %	25,000.00	0.00 %	0.00	100.00 %	25,000.00	0.00
30	Insurance	1.00	LS	2,000.00	2,000.00	0.00 %	0.00	0.00 %	0.00	0.00 %	0.00	0.00
40	Mass Excavation and Embankment	63,800.00	CY	4.00	255,200.00	10,000.00	40,000.00	0.00	0.00	10,000.00	40,000.00	0.00
50	Over Excavate & Re-Camp	1.00	LS	19,000.00	19,000.00	0.00 %	0.00	0.00 %	0.00	0.00 %	0.00	0.00
70	Complete Office Traffic	1.00	LS	45,000.00	45,000.00	0.00 %	0.00	0.00 %	0.00	0.00 %	0.00	0.00
80	Clear & Grub Pond G-H	2.50	AC	8,000.00	20,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
90	Mass Pond Excavation & Embankment	23,800.00	CY	11.50	273,700.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100	Construct New Ornamental Fence	1,984.00	LF	30.00	59,520.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
120	Place -Imported Topsoil On All	1.00	LS	35,000.00	35,000.00	0.00 %	0.00	0.00 %	0.00	0.00 %	0.00	0.00
130	Pond Steps -Stabilization	1.00	LS	9,000.00	9,000.00	0.00 %	0.00	0.00 %	0.00	0.00 %	0.00	0.00
140	Clear & Grub Pond E-F	2.50	AC	8,000.00	20,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
150	Removal -Concrete Beams & Ball	1.00	LS	5,000.00	5,000.00	0.00 %	0.00	0.00 %	0.00	0.00 %	0.00	0.00
160	Mass Pond Excavation & Embankment	19,780.00	CY	11.50	227,585.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
170	Construct -New Ornamental Fence	1,540.00	LF	30.00	46,200.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
180	Place -Imported Topsoil On All	1.00	LS	30,000.00	30,000.00	0.00 %	0.00	0.00 %	0.00	0.00 %	0.00	0.00



Customer:

473766

Contract No:	Project No.	Invoice No.
30198064	30198064	12180
Job Description		
HARRIS RANCH NO.11		

Line Item	Description	Unit	Quantity		Unit Price		Amount		Tax	Total	Estimate No.	Estimate Date
			Original	Revised	Original	Revised	Original	Revised				
200	Pond Slope Stabilization	1.00	LS		9,000.00		9,000.00	0.00 %	0.00	0.00 %	0.00	0.00
210	Clear & Grub Pond 1G	1.50	AC		8,000.00		12,000.00	0.00	0.00	0.00	0.00	0.00
220	Removal Concrete Beams & Bells	1.00	LS		5,000.00		5,000.00	0.00 %	0.00	0.00 %	0.00	0.00
230	Mass Pond Excavation & Embankment	4,570.00	CY		15.00		73,050.00	0.00	0.00	0.00	0.00	0.00
240	Construct New Ornamental Fence	1,094.00	LF		30.00		32,820.00	0.00	0.00	0.00	0.00	0.00
250	Place Imported Topsoil On All	1.00	LS		18,000.00		18,000.00	0.00 %	0.00	0.00 %	0.00	0.00
270	Pond Slope Stabilization	1.00	LS		5,000.00		5,000.00	0.00 %	0.00	0.00 %	0.00	0.00
1400	Road & Sidewalk Subgrade Comp	38,946.00	SY		0.50		33,251.40	0.00	0.00	0.00	0.00	0.00
1500	6" Manas Pit Run	6,310.00	CY		28.00		178,680.00	0.00	0.00	0.00	0.00	0.00
1600	3/4" Road Mix	2,594.00	CY		40.00		103,760.00	0.00	0.00	0.00	0.00	0.00
1700	2.5" Asphalt	11,080.00	SY		11.00		121,880.00	0.00	0.00	0.00	0.00	0.00
1800	3" Asphalt	2,370.00	SY		13.00		30,810.00	0.00	0.00	0.00	0.00	0.00
1900	Type "P" Asphalt Repair	430.00	SY		80.00		35,700.00	0.00	0.00	0.00	0.00	0.00
2100	Alley Approach W/2 1/4" Road Base	8.00	EA		1,450.00		11,600.00	0.00	0.00	0.00	0.00	0.00
2200	Standard 6" Vertical Curb & Gu	6,520.00	LF		17.00		110,840.00	0.00	0.00	0.00	0.00	0.00
2300	3/4" Road Base For Curb & Gutt	410.00	CY		100.00		41,000.00	0.00	0.00	0.00	0.00	0.00
2400	6" Concrete Sidewalk	3,969.00	LF		22.00		87,318.00	0.00	0.00	0.00	0.00	0.00



KNIFE RIVER CO.
Remit To:
Southern Idaho Division
5450 W. Gowen Road
Boise, ID 83709
Fax: (208)-362-6199

Customer:

473766
BARBER VALLEY DEVELOPMENT C8
ATTN: DAVE POWELL
2447 S VISTA AVENUE
BOISE ID 83705

Contract No.		Project No.	Invoice No.
30196064		30196064	12180
Job Description			
HARRIS RANCH NO.11			
Invoice Date:		Appl No.	Adjust No.
11/21/19		1	
Bill From:		Bill To:	Cust Ref No.
11/01/19		11/21/19	473766

QTY	DESCRIPTION	UNIT	PRICE	AMOUNT	TAXES	DISCOUNT	NET AMOUNT	ADJUST	CUST REF
2500	3/4" Rd Base For Sidewalk	CY	75.00	22,500.00	0.00	0.00	22,500.00	0.00	0.00
2600	15' Concrete Sidewalk	LF	55.00	151,380.00	0.00	0.00	151,380.00	0.00	0.00
2700	3/4" Road Base For 15' Sidewalk	CY	75.00	38,000.00	0.00	0.00	38,000.00	0.00	0.00
2800	Truncated Domes	EA	185.00	6,240.00	0.00	0.00	6,240.00	0.00	0.00
2900	Handicap Ramps	EA	1,000.00	38,000.00	0.00	0.00	38,000.00	0.00	0.00
3000	12" SD Main	LF	35.00	103,950.00	0.00	0.00	103,950.00	0.00	0.00
3100	15" SD Main	LF	39.00	10,803.00	0.00	0.00	10,803.00	0.00	0.00
3200	18" SD Main	LF	53.00	119,354.00	0.00	0.00	119,354.00	0.00	0.00
3300	24" SD Main	LF	88.00	123,148.00	0.00	0.00	123,148.00	0.00	0.00
3400	30" SD Main	LF	82.00	84,542.00	0.00	0.00	84,542.00	0.00	0.00
3500	36" SD Main	LF	94.00	103,074.00	0.00	0.00	103,074.00	0.00	0.00
3700	18" End Section	EA	400.00	400.00	0.00	0.00	400.00	0.00	0.00
3800	24" End Section	EA	500.00	2,500.00	0.00	0.00	2,500.00	0.00	0.00
3900	30" End Section	EA	1,100.00	1,100.00	0.00	0.00	1,100.00	0.00	0.00
4000	36" End Section	EA	2,100.00	2,100.00	0.00	0.00	2,100.00	0.00	0.00
4100	Type I Catch Basin	EA	1,065.00	20,235.00	0.00	0.00	20,235.00	0.00	0.00
4200	48" SD Manhole	EA	2,700.00	86,400.00	0.00	0.00	86,400.00	0.00	0.00
4300	60" SD Manhole	EA	3,300.00	3,300.00	0.00	0.00	3,300.00	0.00	0.00
4400	SD Manhole 6-1 & G-2	EA	8,400.00	16,800.00	0.00	0.00	16,800.00	0.00	0.00
4500	1000 Gal S&B Trap 16-1 & 10-1A	EA	5,400.00	10,800.00	0.00	0.00	10,800.00	0.00	0.00