

**HARRIS RANCH
COMMUNITY INFRASTRUCTURE DISTRICT NO. 1
HAYSTACK SUBDIVISION NO. 1 ROAD AND UTILITY
IMPROVEMENTS
(SW 12 & 13)**

PROJECT COMPLETION DATE: FEBRUARY 24, 2022

PROJECT SUBMITTED TO THE CITY OF BOISE: March 24, 2022

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for

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March 24, 2022

Acknowledgement of Receipt

From: Barber Valley Development & Harris Family Limited Partnership
877 W. Main Street, Ste 501
Boise, Idaho 83702

I hereby acknowledge receipt of the following Harris Ranch Community Infrastructure District No. 1 reimbursement request from Barber Valley Development and Harris Family Limited Partnership:

Dallas Harris South Subdivision No. 1 Road and Utility Improvements (SE5 / DHE 18)
Project Manual & Reimbursement notebook



Signature of Recipient
City of Boise

3/24/22

Date

Haystack Subdivision No. 1 Road and Utility
Improvements (SW 12 & 13)

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

\$1, 463,218.11

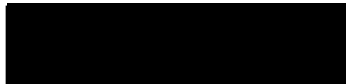
Wiring Instructions:

Columbia State Bank

Routing



Account



Barber Valley Development Inc.

Project Description

**Haystack Subdivision No. 1 Road and Utility Improvements
SW 12 & 13**

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



Doug Fowler

President Barber Valley Development

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

Via hand delivery

March 23, 2022

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: Completeness Letter – Haystack Subdivision #1 Road & Utility Improvements

Dear Members of the Board:

This letter is a review of how the above-mentioned payment request (the “**Payment Request**”) conforms to both the requirements of Title 50, Chapter 31 of Idaho Code (the “**CID Act**”) and the District Development Agreement No. 1 for the Harris Ranch Community Infrastructure District No. 1 (the “**Development Agreement**”). As noted below, the Payment Request does meet the letter of the CID Act and the Development Agreement and are eligible for reimbursement.

Background

The Payment Request is related to an improvement project within the Harris Ranch Community Infrastructure District No. 1 (the “**HRCID**”). In particular, the project relates to an area of HRCID commonly referred to Haystack Subdivision No. 1 (the “**Project**”), which is located in the southwest area of Harris Ranch. The reimbursement requests include roadway and utility improvements in right-of-way that is owned by the Ada County Highway District, which is a political subdivision of the State of Idaho. These rights-of-way include S. Old Hickory Way, S. Trailwood Way, S. Wise Way, E. Haystack Street, S. Perrault Way, and E. Warm Springs Ave.

Conformity with the Development Agreement

The Development Agreement provides the roadmap for reimbursement of eligible projects within HRCID. Article II of the Development Agreement provides for the manner by which eligible projects are to be constructed by the developer, and requires the following:

Compliance with Applicable Codes. Per Section 2.1(b) of the Development Agreement, each of the Payment Requests were built to the standards required by Ada County Highway District (“ACHD”) and the City of Boise (“City”) prior to acceptance. Each of the improvements required inspection prior to acceptance by ACHD or the City. Roadway improvements were accepted by ACHD on February 24, 2022. Sewer was accepted on January 27, 2021. Street lights were accepted by the City of Boise on July 6, 2021.

Public Bidding. Section 2.2 requires conformity with public bidding requirements. The Payment Requests were both publicly bid in accordance with Idaho Code, including Section 67-2805. Notices of the opportunity to bid were published in The Statesman, with proof (affidavits) of publication provided to CID staff. Notices inviting bids include substantially the same information required in Section 1.5(b) of the Development Agreement, and the “limitation on recourse” language required in Section 1.5(d) is included in the Project Manual (see *Instruction to Bidders*, Para. 16). The lowest responsible bidder was, in each case, selected.

Cost Review. Sections 2.3 and 3.2(a) require that all project costs be submitted to the District Engineer for review. We have reviewed the Payment Requests in detail and removed items not eligible for reimbursement (e.g., domestic water facilities owned by Suez, a private entity).

Conditions for Payment. Section 3.3 includes a number of conditions for payment, outlined below:

Item	Description	Status
(i)	Certificate of Engineer	Included with this payment request
(ii) , (v)	Evidence of public ownership	All improvements are located in ACHD right-of-way and the Payment Requests include acceptance by the relevant local government entities
(iii)	Environmental assessments	Not requested – no evidence of contamination
(iv)	Conveyance to public entity	All property conveyed via standard plat dedication
(vi)	Assignment of warranties	All roadway work includes two-year warranty assigned to ACHD upon acceptance of the Work per the Construction Contract, Article XII
(vii)	Acceptance letters	ACHD, City of Boise, and Central District Health acceptance letters are included in the Payment Request packet as noted above
(viii)	Other documents requested by District Manager	None requested to developer’s knowledge

Conformity with the CID Act

The Payment Requests are also eligible for reimbursement per the CID Act, as shown below:

Public Ownership. Section 50-3101(2) requires that community infrastructure must be owned by the state or a political subdivision. The Payment Requests include road and utility improvements that are owned by a political subdivision of the state – in this case, the real property (roadways) are owned by ACHD and the reimbursed sewer facilities are owned by the City.

Definition of Community Infrastructure. All of the items included in the Payment Requests are eligible for reimbursement under the definition of community infrastructure. Roadways are the first identified category of reimbursement. The wastewater system and storm water improvements are also eligible under Idaho Code Section 67-8203(24) (internally referenced in Section 50-3102(2)), which includes “[w]astewater collection, treatment and disposal facilities” as well as “[s]tormwater collection, retention, detention, treatment and disposal facilities, flood control facilities, and bank and shore protection and enhancement improvements.”

Substantial Nexus and Direct or Indirect Benefit. Section 50-3102(2) requires that community infrastructure have a substantial nexus and a direct or indirect benefit to the district. The term substantial nexus is not defined in the CID Act; however, in its typical usage, this refers to the overlap between the development of the HRCID, the needs that development creates, and the role the project plays in satisfying those requirements. Whether there is a direct or indirect benefit is a very similar analysis. Here, the improvements are generally categorized as roads, domestic sewer, and storm water facilities. Each has a benefit to the larger district. The roads in question surround the multi-family areas (shown in violet and pink), they are part of the entry way from the E. Warm Springs Ave. bypass, and will access areas of the project that will be highly visited upon future buildout, including the park areas of the Village Green (green) and the commercial areas that include the Village Center (dark purple).



Fronting Individual Single-Family Residential Lots. No roadways involved in these Payment Requests front individual single-family residential lots. All roadways in question front properties that are currently in development as multi-family projects.

Conclusion

As shown above, each of the elements of the Payment Requests are eligible for reimbursement under the CID Act and the Development Agreement. As always, we thank you for your careful review and look forward to approval of these items.

Very truly yours,

A handwritten signature in blue ink, appearing to read "T. Hethe Clark", followed by a horizontal line.

T. Hethe Clark
HC/bdb

c: Client



Mary May, President
Alexis Pickering, Vice-President
Jim D. Hansen, 2nd Vice President
Kent Goldthorpe, Commissioner
Dave McKinney, Commissioner

February 24, 2022

To: BARBER VALLEY DEVELOPMENT INC
4940 E Mill Station Dr Ste 101-B
Boise, ID 83716

Re: **Haystack Subdivision/ Wise Way Subdivision**
Project (Trakit) No. SUBP20-0099
Acceptance for Maintenance

You are hereby advised that construction of the public street improvements required of **Haystack Subdivision/ Wise Way Subdivision** 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 **Haystack Subdivision/ Wise Way Subdivision** for public maintenance.

This acceptance date of February 24th, 2022 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 or concerns, please feel free to contact me at (208) 387-6354 or Malexander@achdidaho.org

Sincerely,

Sarah Cannon

Development Services Technician

Mike Alexander

Engineering Tech III

cc: Sherwin Pestka, ACHD Accounting
Ana Osborn, Shelaine Starkey and Steven Pecka, ACHD Accounting
Megan Merkley, 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 Coun

Digitally signed by
Michael Alexander
Date: 2022.03.01
11:05:45-07'00'



PUBLIC WORKS DEPARTMENT

MAYOR: Lauren McLean | DIRECTOR: Stephan Burgos

March 25, 2022

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

RE: Project Acceptance

Project No.: DRI-1922

Project Description: Haystack Subdivision #1
SUB 20-00008

Dear Gentlemen:

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

The one year warranty period, as required in Chapter 10-2-5.6, of the Boise City Code, 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,

for *Tiffany Lowery*
John Kellar
Inspector



Mike Sheppard, P.E.
Civil Engineer

JK/tjl

cc:

Dan Smith, P.E., DEQ dan.m.smith@deg.idaho.gov email

Lori Badigian & Mike Reno, Central District Health Dept., lbadigia@cdh.idaho.gov email

Jim Pickard, ACHD Construction Services jpickard@achdidaho.org email

I:\PWA\Project Program\DRI\DRI 1900s\1922\Project Acceptance ltr.docx

21-0051

January 27, 2021

Ada County Recorder
Attn: Phil McGrane
200 West Front Street
Boise, ID 83702

RE: Haystack Subdivision No. 1

Dear Mr. McGrane:

Central District Health has reviewed and does approve the final plat for this subdivision for central water and central sewer facilities. Final approval was given January 27, 2021.

Sanitary restrictions as required by Idaho Code, Title 50, Chapter 13 have been satisfied based on a review by a Qualified Licensed Professional Engineer (QLPE) representing the City of Boise and SUEZ and the QLPE approval of the design plans and specifications and the conditions imposed on the developer for continued satisfaction of the sanitary restrictions. Buyer is cautioned that at the time of this approval, no drinking water extensions or sewer extensions were constructed. Building construction can be allowed with appropriate building permits if drinking water extensions or sewer extensions have since been constructed or if the developer is simultaneously constructing those facilities. If the developer fails to construct facilities then sanitary restrictions may be reimposed, in accordance with Section 50-1326, Idaho Code, by the issuance of a certificate of disapproval, and no construction of any building or shelter requiring drinking water or sewer/septic facilities shall be allowed.

If you have any questions, please call 208-327-8517.

Sincerely,

Lori Badigian, R.E.H.S.
Senior Environmental Health Specialistcc: Barber Valley Development, Inc.
RiveRidge Engineering Company
Boise City Building Department
Boise City Planning Department

LB:bk



PUBLIC WORKS DEPARTMENT

MAYOR: Lauren McLean | DIRECTOR: Stephan Burgos

6 July 2021

RE: Street Light Acceptance
SUB20-00008

Haystack Subdivision # 1

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 –
HAYSTACK SUBDIVISION NO. 1 ROAD AND UTILITY IMPROVEMENTS**

(September 25, 2020)

Barber Valley Development, Inc. invites you to submit a sealed bid for HARRIS RANCH COMMUNITY INFRASTRUCTURE DISTRICT NO. 1 – HAYSTACK SUBDIVISION NO. 1 ROAD AND UTILITY 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:

Work elements include all roadway improvements for S. Old Hickory Way, S. Trailwood Way, S. Wise Way, E. Haystack Street, S. Perrault Way and E. Warm Springs Avenue, as depicted on the approved plans for this project. Work elements related to these roadways include site grubbing and placement of roadway and sidewalk embankments, roadway curbs, gutters, sidewalks, and complete pavement section, installation of roadway markings, signage, street lighting, landscaping, tree grates and tree guards, benches, bike stands, trash receptacles, pressure irrigation mains, controls, backflow preventers power source, fine irrigation within the roadside planter strips and 15' sidewalks, installation of sanitary sewer mains and services, domestic water mains, hydrants and services, storm water collection piping, manholes and inlets, all as detailed on the approved plans.

Bids shall be submitted to RiveRidge Engineering at 2447 S. Vista Avenue by 4:00 p.m. on October 13, 2020.

Each sealed bid package shall be marked "HARRIS RANCH COMMUNITY INFRASTRUCTURE DISTRICT NO. 1 – HAYSTACK SUBDIVISION NO. 1 ROAD AND UTILITY 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 – HAYSTACK SUBDIVISION NO. 1 ROAD AND UTILITY 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.

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 30, 2020**
Milestone One Completion – **April 16, 2021**
Substantial Completion (Road segment opened) – **June 25, 2021**
Final Completion – **July 16, 2021**

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

STRATA, dated January 8, 2020 (ref. File: BOI19260A). 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.

Idaho Statesman

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AFFIDAVIT OF PUBLICATION

Account #	Ad Number	Identification	PQ	Amount	Cols	Depth
263310	0004764526	LEGAL NOTICE ADVERTISEMENT FOR BID Se	ADVERTISEMENT FOR BID	\$178.18	1	10.78 In

Attention: Barbara Beaushaw

CLARK WARDLE LLP
PO BOX 639
BOISE, ID 83701

LEGAL NOTICE ADVERTISE- MENT 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 Haystack Subdivision No. 1 (the "Project"), which includes roadway improvements for S. Old Hickory Way, S. Trailwood Way, S. Wise Way, E. Haystack Street, S. Perrault Way and E. Warm Springs Avenue. Elements related to these roadways are anticipated to include site grubbing and placement of roadway and sidewalk embankments, roadway curbs, gutters, sidewalks, and complete pavement section, installation of roadway markings, signage, street lighting, landscaping, tree grates and tree guards, benches, bike stands, trash receptacles, pressure irrigation mains, controls, backflow preventers, power source, fine irrigation within the roadside planter strips and 15' sidewalks, installation of sanitary sewer mains and services, domestic water mains, hydrants and services, storm water collection piping, manholes and inlets, all as detailed on the approved construction drawings. Bids will be received at the office of RiveRidge Engineering Company, 2447 S. Vista Avenue, Boise, Idaho 83702, no later than 4:00pm on **October 13, 2020** 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 **October 9, 2020**. Address all questions or clarification requests in writing to Dave Powell, RiveRidge Engineering Company, 2447 S. Vista Avenue, Boise, Idaho 83702 (dpowell@rivrldg.com). Project documents will be available in hard copy and electronically (PDF format) at a cost of \$50.00 per set beginning **September 28, 2020**. Work will be awarded under one (1) general contract and will include all related work. All bids must be a lump-sum basis;

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 60-108, Idaho Code, as amended, for:

2 Insertions

Beginning issue of: 09/25/2020

Ending issue of: 10/02/2020

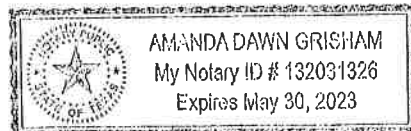
V Rodela

(Legals Clerk)

On this 5th day of October in the year of 2020 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.

[Signature]

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!

segregated bids will not be accepted. Bids will be opened and publicly read aloud at the time and place stated for receipt of bids. Bids received after the time fixed for opening will not be considered. BVD and/or HR CID No. 1 reserve the right to waive irregularities and to reject any or all bids or to delay award of a contract as further set forth in the Project documents. No bidder may withdraw its bid after the hour set for opening thereof. Bid proposals will be accepted from those contractors only who, prior to the bid opening, hold current licenses as public works contractors in the State of Idaho. All work shall be performed in accordance with Title 54, Chapter 19 of Idaho Code governing Public Works Contractors. Each bidder shall identify its Public Works Contractors State License Number in space provided on the bid proposal form.

Dated this 25th day of September 2020.

Publish Dates: September 25, 2020; October 2, 2020.

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HARRIS RANCH CID NO. 1 - HAYSTACK SUBD. NO.1 - ROAD AND UTILITY IMPROVEMENTS

19045 CONTRACTOR BID TABULATION - 10/14/2020

No.	Description	CENTRAL PAVING CO				KNIFE BLIVER			
		Quantity	Unit	Unit Cost	Extended Cost	Quantity	Unit	Unit Cost	Extended Cost
1	Mobilization	1	LS	\$ 32,000.00	\$32,000.00	1	LS	\$ 192,000.00	\$192,000.00
2	Demobilization	1	LS	\$ 4,000.00	\$4,000.00	1	LS	\$ 3,000.00	\$3,000.00
3	Bonds	1	LS	\$ 17,500.00	\$17,500.00	1	LS	\$ 7,390.00	\$7,390.00
4	Insurance	1	LS	\$ 1.00	\$1.00	1	LS	\$ 575.00	\$575.00
	Subtotal				\$74,401.00				\$114,915.00
	General Site Work								
5	Clear & Grub	555	AC	\$7,200.00	\$12,765.00	6	AC	\$ 1,000.00	\$6,000.00
6	Site Structural Fill	12681	CY	\$16.88	\$213,141.60	2520	CY	\$ 19.10	\$181,832.00
7	Project Demolition	1	LS	\$3,500.00	\$3,500.00	1	LS	\$ 17,020.00	\$17,020.00
8	Excavator	2	AC	\$2,000.00	\$4,000.00	3.5	AC	\$ 1,200.00	\$4,200.00
9	Excavation in Backgrade	2127	CY	\$18.70	\$38,711.40	2184	CY	\$ 4.25	\$9,281.00
10	Traffic Control	1	LS	\$5,400.00	\$5,400.00	1	LS	\$ 6,090.00	\$6,090.00
11	Construction Surveying	1	LS	\$1,000.00	\$1,000.00	1	LS	\$ -	\$0.00
	Subtotal				\$279,918.00				\$319,634.00
	Roads								
12	Road & Sidewalk Subgrade Compact & Prep	17,339	SV	\$1.25	\$21,673.75	16,700.0	SV	\$ 0.95	\$14,195.00
13	9" Minus Uncoarsed Aggregate Subbase (Imported)	4,064	CY	\$26.20	\$106,476.80	4,950.0	CY	\$ 25.00	\$123,750.00
14	14" Minus Coarsed Aggregate Base Course	1,800	CY	\$59.00	\$90,000.00	1,364.0	CY	\$ 45.75	\$75,216.00
15	1-1/2" Asphalt Concrete	8,792	SV	\$11.30	\$103,923.60	7,990.0	SV	\$ 9.80	\$78,302.00
16	3" Asphalt Concrete (Two LTB Placement per ACBD)	696	SV	\$28.40	\$19,766.40	698.0	SV	\$ 24.20	\$16,889.60
17	Type "B" Asphalt Regulate	386	SV	\$48.50	\$18,716.00	700.0	SV	\$ 41.60	\$29,120.00
18	See Cut Existing Asphalt	1,755	LF	\$1.25	\$2,193.75	1,500.0	LF	\$ 0.85	\$1,275.00
19	Standard 6" Vertical Curb and Gutter and Base Course	5,520	LF	\$17.30	\$95,388.00	5,474.0	LF	\$ 22.00	\$120,428.00
20	6" Wide Concrete Sidewalk and Base Course	1,897	SV	\$45.00	\$85,111.50	1,844.0	SV	\$ 35.00	\$64,540.00
21	15" Wide Concrete Sidewalk and Base Course	3,585	SV	\$42.00	\$150,570.00	3,820.0	SV	\$ 36.45	\$139,239.00
22	Concrete Pedestrian Ramps	213	SV	\$133.00	\$28,329.00	26.0	SV	\$ 1,050.00	\$27,300.00
23	Concrete Entrances	85	SV	\$49.30	\$4,189.50	200.0	SV	\$ 56.70	\$11,340.00
	Subtotal				\$723,090.00				\$716,035.00
	Water								
24	Install new 1" water service and water sealing	2	EA	\$1,700.00	\$3,400.00	1	EA	\$ 2,900.00	\$2,900.00
25	8" PVC Water Main	640	LF	\$35.10	\$22,504.00	640	LF	\$ 20.70	\$13,248.00
26	6" PVC Water Main	105	LF	\$191.00	\$20,055.00	105	LF	\$ 2,910.00	\$306,600.00
27	6" x 2" Blowoff Assembly	1	EA	\$1,550.00	\$1,550.00	1	EA	\$ 1,110.00	\$1,110.00
28	30" Water Service	1	EA	\$1.00	\$1.00	0	EA	\$ -	\$0.00
29	1" Irrigation Service	2	EA	\$1,700.00	\$3,400.00	3	EA	\$ 1,580.00	\$4,740.00

HARRIS RANCH CID NO. 1 - HAYSTACK SUBD. NO.1 - ROAD AND UTILITY IMPROVEMENTS

SCHEDULE OF VALUES								
No.	Description	Quantity	Unit	Unit Cost	Extended Cost	Quantity	Unit	Extended Cost
30	2" Water Service with 1-1 Inch Setting	11	EA	\$3,700.00	\$40,700.00	11	EA	\$ 3,510.00
31	4" Fire Service With Valve & Blowoff	11	EA	\$4,300.00	\$47,300.00	11	EA	\$ 3,800.00
32	3" Fire Hydrant Assembly	3	EA	\$7,200.00	\$21,600.00	3	EA	\$ 4,950.00
33	Lower 6" Main Below Existing Non-Potable Main	4	EA	\$4,700.00	\$18,800.00	1	EA	\$ 2,190.00
34	Hot Tap Connection to Existing 12" PVC Main	2	EA	\$1,900.00	\$3,800.00	0	EA	\$ -
35	Hot Tap Connection to Existing 16" DI Main	12	EA	\$1,900.00	\$22,800.00	7	EA	\$ 3,150.00
36	Adjust Existing Water Valve to Related grade	1	LS	\$1,200.00	\$1,200.00	1	LS	\$ 918.00
	Subtotal				\$25,112.00			\$458,576.00
Sewer								
37	Connect to New 8" Main to Existing Sewer Manhole	1	EA	7800	\$7,000.00	1	EA	\$ 3,310.00
38	8" SDR35, PVC Sewer Main	327	L.F	\$72.00	\$23,544.00	328	L.F	\$ 54.00
39	4" SDR35, PVC Sewer Service	104	L.F	\$74.10	\$7,698.40	129	L.F	\$ 13.50
40	6" SDR35, PVC Sewer Service	515	L.F	\$78.10	\$40,221.50	433	L.F	\$ 15.00
41	48" Standard Sanitary Sewer Manhole	1	EA	\$3,800.00	\$3,800.00	1	EA	\$ 2,620.00
42	Connect New Service to Exist. Main (Invert-to-Tie Connection)	7	EA	\$1,400.00	\$9,800.00	10	EA	\$ 1,250.00
43	Connect New Service to Exist. Main (Exist. Main & Invert Tie)	3	EA	\$3,100.00	\$9,300.00	2	EA	\$ 2,540.00
44	Adjust Sewer Manhole to Grade	1	LS	\$3,200.00	\$3,200.00	7	LS	\$ 700.00
	Subtotal				\$104,423.70			\$59,818.50
Storm Drain								
45	12" PVC C-900 Storm Drain Pipe	815	L.F	\$48.40	\$39,530.00	816	L.F	\$ 48.25
46	18" PVC C-900 Storm Drain Pipe	512	L.F	\$69.40	\$35,532.80	512	L.F	\$ 66.00
47	Connect to Existing 18" C-900 Storm Drain Pipe	2	EA	\$1,300.00	\$2,600.00	1	EA	\$ 1,910.00
48	Type I Catch Basin	11	EA	\$1,300.00	\$14,300.00	13	EA	\$ 1,860.00
49	48" Standard Storm Drain Manhole	5	EA	\$2,300.00	\$11,500.00	6	EA	\$ 2,300.00
50	Wise Way Road Pipe Storm Drain Manhole	2	EA	\$7,400.00	\$14,800.00	2	EA	\$ 4,450.00
51	Give Birth & Connect New Pipe to Existing Manhole/Joint	7	EA	\$1,800.00	\$12,600.00	7	EA	\$ 995.00
52	Adjust Storm Drain Manhole to Grade	3	LS	\$2,800.00	\$8,400.00	8	LS	\$ 692.00
	Subtotal				\$139,062.80			\$133,058.50
SWPPP								
53	Erosion and File SWPPP, EROD, ACHB ESC Plan	1	LS	\$1,800.00	\$1,800.00	1	LS	\$ 1,030.00
54	Installed BMPs Prior to Construction	1	LS	\$9,900.00	\$9,900.00	1	LS	\$ 860.00
55	Continuously Inspect and Maintain BMP's	1	LS	\$1,700.00	\$1,700.00	1	LS	\$ 2,390.00
56	Final Site Inspection and File EROF	1	LS	\$826.00	\$826.00	1	LS	\$ 158.00
57	4" Irrigation Main & Fittings	35	L.F	\$43.60	\$1,526.00	36	L.F	\$ 35.00
58	4" Gate Valve	2	EA	\$726.00	\$1,452.00	2	EA	\$ 661.00
59	Connect to Existing System	1	LS	\$639.00	\$639.00	9	LS	\$ -

G:\19045\WPF\PROJECT MANUAL CONTRACTOR BID TABULATION.xlsx

HARRIS RANCH CID NO. 1 - HAYSTACK SUBD. NO. 1 - ROAD AND UTILITY IMPROVEMENTS

SCHEDULE OF VALUES									
No.	Description	Quantity	Unit	Unit Cost	Extended Cost	Quantity	Unit	Unit Cost	Extended Cost
Irrigation									
39	Main Line Bore	1	EA	\$1,090.00	\$1,090.00	1	EA	\$ 1,090.00	\$1,090.00
40	Complete Pipe Irrigation Design and Installation	1	LS	\$59,700.00	\$59,700.00	1	LS	\$ 59,760.00	\$59,760.00
41	Irrigation Steeple	1	LS	\$6,400.00	\$6,400.00	1	LS	\$ 10,450.00	\$10,450.00
	Subtotal				\$58,300.00				\$65,300.00
Landscaping									
52	Assembled Topsoil	1130	LS	\$27.50	\$31,075.00	1476	LS	\$ 4.35	\$6,413.00
53	Lawn	33179	LS	\$0.51	\$16,921.29	33180	LS	\$ 0.50	\$16,590.00
54	Trees	88	EA	\$743.00	\$65,384.00	85	EA	\$ 588.00	\$50,580.00
65	Flowering plants in Planter Pots	1	EA	\$7,100.00	\$7,100.00	1	EA	\$ 14,480.00	\$14,480.00
66	Trash Receptacle	11	LS	\$1,800.00	\$19,800.00	11	LS	\$ 1,800.00	\$19,800.00
67	Benches	11	LS	\$3,300.00	\$36,300.00	11	LS	\$ 3,700.00	\$40,700.00
68	Planter Pots	22	LS	\$7,100.00	\$156,200.00	22	LS	\$ 1,210.00	\$26,620.00
69	Tree Grates	21	LF	\$5,100.00	\$112,100.00	21	LF	\$ 5,110.00	\$112,420.00
	Subtotal				\$334,594.29				\$387,451.00
Street Signs and Lighting									
70	Street Signs	1	LS	\$10,400.00	\$10,400.00	1	LS	\$ 10,140.00	\$10,140.00
71	Removal of Existing Type II & III Barricades	1	LS	\$1,000.00	\$1,000.00	1	LS	\$ 1,500.00	\$1,500.00
72	Street Lights - 25 ft Pole with Class A Fixture	1	EA	\$15,700.00	\$15,700.00	1	EA	\$ 8,810.00	\$8,810.00
73	Street Lights - 30 ft Pole with Class B Fixture	5	EA	\$7,000.00	\$35,000.00	4	EA	\$ 9,730.00	\$38,920.00
74	Street Light Electrical Controls & Wires	1	LS	\$36,000.00	\$36,000.00	1	LS	\$ 22,050.00	\$22,050.00
75	Flower Cans Street Signs & Poles	1	LS	\$2,800.00	\$2,800.00	1	LS	\$ 2,740.00	\$2,740.00
76	Pavement Striping and Symbols	1	LS	\$4,700.00	\$4,700.00	1	LS	\$ 5,130.00	\$5,130.00
77	Obsolescent Existing Pavement Strips	400	LF	\$2.15	\$860.00	1	LF	\$ 940.00	\$940.00
	Subtotal				\$102,740.00				\$99,020.00
	Total Project Cost				\$2,042,889.59				\$2,154,042.50

10/14/2020

BIDDER'S PROPOSAL

**PROJECT IDENTIFICATION: HARRIS RANCH COMMUNITY INFRASTRUCTURE DISTRICT
NO. 1 – HAYSTACK SUBDIVISION NO. 1 ROAD AND UTILITY
IMPROVEMENTS**

CONTRACT IDENTIFICATION NUMBER: 19045

THIS BID IS SUBMITTED TO OWNER: Barber Valley Development, Inc.
c/o RiveRidge 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:

10.13.2020

1

- 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. 10788-U-1-2

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.

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: Central Paving Co., Inc, an S corporation
(Corporation Name)

By: Terry McEntee, President
(Name of Person Authorized to Sign), (Title)

Phone No. 208-338-0818

If BIDDER is a Limited Liability Company:

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

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

Phone No. _____

If BIDDER is a Partnership:

By: _____, an _____ partnership
(Firm Name)

By: _____
(General Partner)

Phone No. _____

If BIDDER is an Individual:

By: _____
(Individual's Name)

Doing business as (if applicable): _____

Business address: _____

Phone No. _____

BID SCHEDULE

for

**HARRIS RANCH COMMUNITY INFRASTRUCTURE DISTRICT NO. 1 –
HAYSTACK SUBDIVISION NO. 1 ROAD AND UTILITY 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 -- HAYSTACK SUBDIVISION NO. 1 ROAD AND UTILITY IMPROVEMENTS	L.S.	\$ <u>2,069,994.29</u>

Verification of Bid Schedule by Bidder:

Bidder Name: Central Paving Co., Inc

By: Terry McEntee
Its: President

NOTICE OF AWARD

for

**HARRIS RANCH COMMUNITY INFRASTRUCTURE DISTRICT NO. 1 –
HAYSTACK SUBDIVISION NO. 1 ROAD AND UTILITY IMPROVEMENTS**

TO: Central Paving Co., Inc.

OWNER'S PROJECT NO.: 19045

You are notified that your Bid dated October 13, 2020 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:

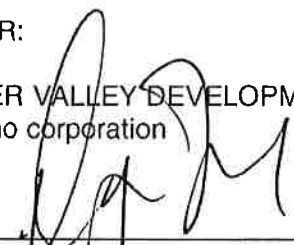
TOTAL LUMP SUM PRICE: \$2,069,994.29

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:  _____
Doug Fowler, President

Date: 10-30-20

CONTRACTOR:

Central Paving Co., Inc.
an Idaho corporation

By:  _____
Terry McEntee, Authorized Agent

Date: 10-30-2020

Haystack Subdivision No. 1 Road and Utility Improvements (SW 12 & 13)

Project Completion Date: February 24, 2022

Vendor	Reimbursement Amount	
Central Paving	\$	1,400,789.29
RiveRidge	\$	62,428.82
Total Reimbursement Due	\$	1,463,218.11

CONSTRUCTION CONTRACT
(WITH GENERAL CONDITIONS)

for

**HARRIS RANCH COMMUNITY INFRASTRUCTURE DISTRICT NO. 1 –
HAYSTACK SUBDIVISION NO. 1 ROAD AND UTILITY IMPROVEMENTS**

Dated:

October 30, 2020

between

Barber Valley Development, Inc.

and

Central Paving Co., Inc.

**CONSTRUCTION CONTRACT
(WITH GENERAL CONDITIONS)**

for

**HARRIS RANCH COMMUNITY INFRASTRUCTURE DISTRICT NO. 1 –
HAYSTACK SUBDIVISION NO. 1 ROAD AND UTILITY IMPROVEMENTS**

This CONSTRUCTION CONTRACT (WITH GENERAL CONDITIONS) FOR HARRIS RANCH COMMUNITY INFRASTRUCTURE DISTRICT NO. 1 – HAYSTACK SUBDIVISION NO. 1 ROAD AND UTILITY IMPROVEMENTS (this “**Contract**”) is made and entered into this 30th day of October, 2020, by and between Barber Valley Development, Inc., an Idaho corporation (“**Owner**”) and Central Paving Co., Inc. (“**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 South Subdivision No. 1, located in the northwest ¼ of Section 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 \$2,069,994.29 inclusive of the applicable sales tax on all taxable items ("**Contract Sum**").

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.
- (b) Substantial Completion. Contractor shall achieve Substantial Completion of the components of the Work by **June 25, 2021**, 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.

Without limiting anything contained in this Section 1.03(b), Contractor shall achieve "**Milestone One**" in as defined in Section 01010 of the Specifications no later than **April 16, 2021**.

- (c) Final Completion. Final Completion of the Work shall occur by **July 6, 2021**, 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 STRATA, dated January 8, 2020 (ref. File: BOI19260A). 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: (i) 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.

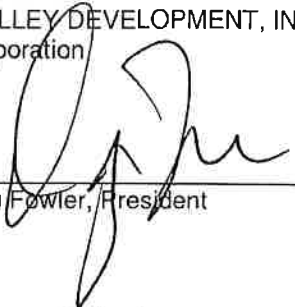
13.16 Counterparts. This Contract may be executed in counterparts.

[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:

CENTRAL PAVING Co., INC.,
an Idaho corporation

By:  _____
Terry McEntee, Authorized Agent

ADDRESS FOR NOTICE:
P.O. Box 15010
5040 South Apple
Boise, ID 83715

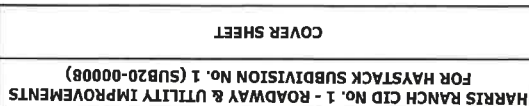
EXHIBIT A

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.

Kerridge Engineering Company
17 S. Vista Ave., Boise, Idaho 83720
(208) 344-1180, Fax (208) 344-1181



GENERAL ROADWAY NOTE:
ALL CONSTRUCTION WITHIN THE PUBLIC RIGHT-OF-WAY SHALL CONFORM TO THE LATEST EDITION OF THE ISPMG AND THE ACHD SUPPLEMENTAL SPECIFICATIONS. NO EXCEPTIONS TO DISTRICT POLICY, STANDARDS AND THE ISPMG WILL BE ALLOWED UNLESS SPECIFICALLY AND PREVIOUSLY APPROVED BY THE DISTRICT IN WRITING.

CERTIFICATE OF CONFORMANCE WITH DESIGN STANDARDS:
THE ENGINEER OF RECORD CERTIFIES THAT THE PLANS ARE PREPARED IN SUBSTANTIAL CONFORMANCE WITH THE ACHD POLICY AND STANDARDS IN EFFECT AT THE TIME OF PREPARATION. THE ENGINEER ACKNOWLEDGES THAT ACHD ASSUMES ALL LIABILITY FOR ERRORS OR DEFICIENCIES IN THE DESIGN. ALL VARIANCES FROM ACHD POLICY SHALL BE IDENTIFIED AND PRINTED ON THE FOLLOWING VARIANCES LISTED BY DATE AND SHORT DESCRIPTION. WERE APPROVED FOR THE PROJECT.

This record drawing has been prepared, in part, based upon information furnished by others. While this information is believed to be reliable, the 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. These warnings are hereby acknowledged and agreed to by the client. This record document was prepared to obtain independent verification of the structural behavior of the structure.

Plans Are Accepted For Public Street Construction

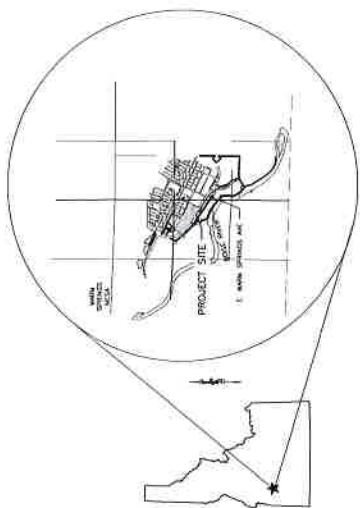
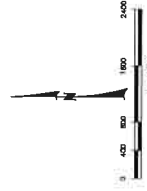
By _____, Engineer, State of _____, certifies that the foregoing information is true and correct to the best of his/her knowledge and belief. The undersigned is duly qualified to perform the duties of the position of _____, and is duly licensed to practice as a _____ in the State of _____.

人

C:\1984\ACADOME\REFCOLIB DEANWING 1984 REF COLN COLLE DMC

SURVEYOR
DANG SURVEY GROUP
9955 EMERALD ST.
BOISE, ID 83704

DEVELOPER
BARBER VALLEY DEVELOPMENT INC.
C/O LEMIR LTD.
4940 E. MILL STATION DRIVE
SUITE 101-B
BOISE, ID 83716
CONTACT - DOUG FOWLER
PHONE: (208) 344-1131
FAX: (208) 344-1148



IDENTITY MAP

NTS

LEGEND

- [illegible]

SW12 / SW13

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TRADING NOTES

- [illegible]

SWPPP

THE CONTRACTOR SHALL BE RESPONSIBLE FOR FULL TIME MANAGEMENT OF THE STORM WATER POLLUTION PREVENTION PLAN (SWPPP) INCLUDING THE INSTALLATION, MAINTENANCE OF ALL SWPPP MEASURES AND MONITORING OF THE SWPPP. THE SWPPP SHALL BE REVIEWED AND APPROVED BY THE DISTRICT BOSS AND THE DISTRICT BOSS SHALL SIGNATURE A STATE CERTIFIED RESPONSIBLE PERSON.

RECORD DRAWINGS

THE CONTRACTOR WILL BE FURNISH ONE (1) COMPLETE SET OF CONSTRUCTION DRAWINGS UPON WHICH THE CONTRACTOR SHALL MAINTAIN A NEXT AND ACCURATE RECORD OF ALL CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE RECORD. THE CONTRACTOR SHALL MAINTAIN A RECORD OF THE PROGRESS OF THE CONSTRUCTION OF THE WORKS. THE SET OF PRINTS SHALL BE SUBMITTED TO THE ENGINEER FOR REVIEW. THE CONTRACTOR SHALL CORRECT, AMPLY, AND DO ALL OTHER WORK AS REQUIRED BY THE ENGINEER TO COMPLETE THE AS-BUILT RECORD IN A MANNER SATISFACTORY TO THE ENGINEER.

POWDER COATED STREET SIGN AND POST NOTE

CONTRACTOR WILL BE RESPONSIBLE FOR SUPPLYING AND INSTALLING ALL STREET SIGN POLES AND SIGNAGE TO MATCH EXISTING SIGNS AT DALLAS HARRIS ESTATES. ALL POSTS AND BACK ALL SIGNS SHALL BE POWDER COATED BROWN TO MATCH EXISTING POWDER COATED POSTS AND SIGNS.

RECORD DRAWINGS

Plans Are Accepted For Public Street Construction

WILVERIDGE ENGINEERING COMPANY

Y_____ DATE _____

ADA COUNTY HIGHWAY DISTRICT

ANNUAL REPORT OF THE COMMISSIONER OF THE LAND OFFICE

Abstract

SEWER NOTES

- [illegible]

TRENCH BACKFILL NOTES

- [illegible]

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INCENDING COLONY



DATE WAY 2011 PPS MANHATTAN NOTES

1. REIN TO BE PRECAST BRACKET TO PROVIDE SHOULDER.
2. DESIGN LOAD WILL ON EXISTING AUGER 48-25 INCHES I.D. (SEE DRAWING).
3. STANDARD MANHOLE FRAM SHALL BE PER ADO REVISION TO 10-1-80.
4. CONCRETE SHALL BE PER ADO REVISION TO 10-1-80.
5. 2" X 4" CONCRETE BRACKET SHALL BE PER ADO REVISION TO 10-1-80.
6. CONCRETE SHALL BE PER ADO REVISION TO 10-1-80.

TOP OF BOX TO STANDARD WAVELENGTHS. INFORMATION OF THE FOLLOWING MAY BE OBTAINED FROM THE FOLLOWING:

Plans Are Accepted For Public Street Construction

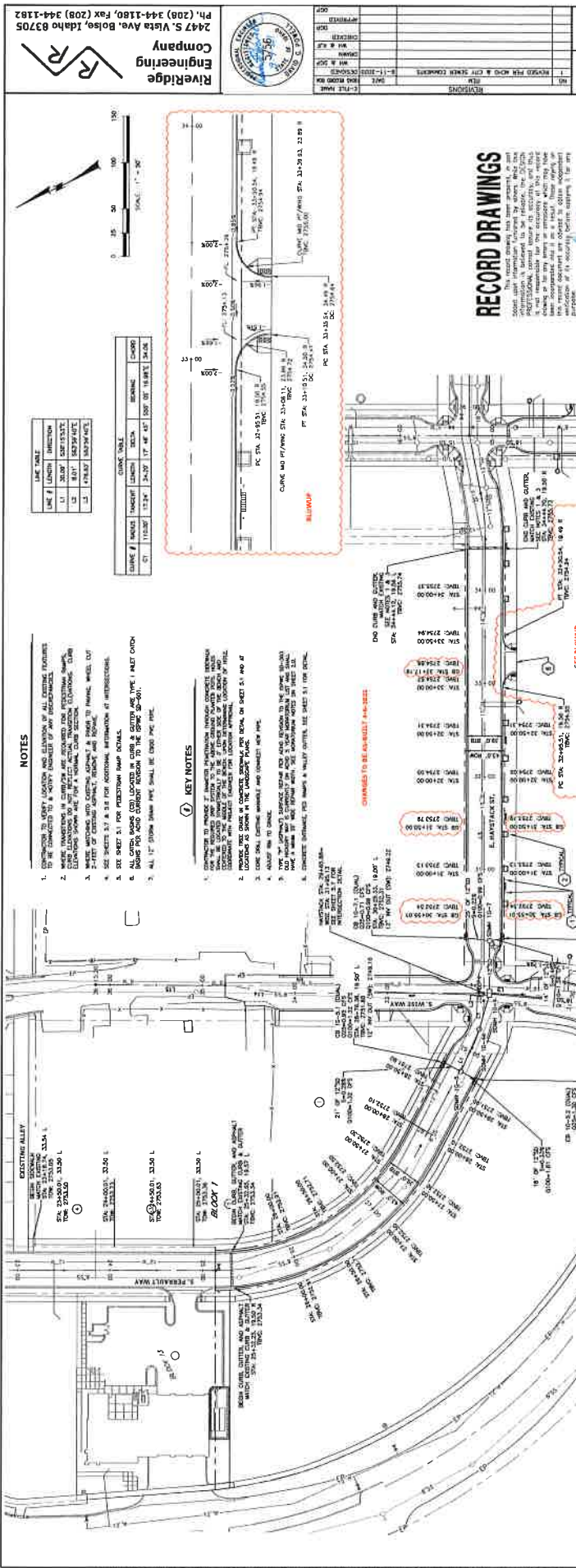
As a result, the authors conclude that the observed increase in the rate of the disease may be due to the increase in the number of people who are exposed to the disease, rather than to the increase in the number of people who are infected by the disease. This is supported by the fact that the number of people who are exposed to the disease is increasing, while the number of people who are infected by the disease is decreasing.

DATE _____

[illegible]

Date: 11/11/21
RIVERIDGE ENGINEERING COMPANY

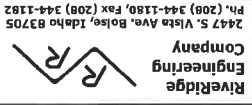
RECORD DRAWINGS



RECORD DRAWINGS

This record drawing has been prepared in accordance with the provisions of the Idaho Uniform Record Drawing Act, Chapter 15, Idaho Code, and the provisions of the Idaho Engineering and Surveying Act, Chapter 16, Idaho Code. It is a record drawing and is not to be used for any other purpose. In the event of a conflict between the provisions of this act and the provisions of any other law, the provisions of this act shall prevail.

RIVERIDGE ENGINEERING COMPANY
PH. (208) 344-1180, FAX (208) 344-1182
2447 S. Vista Ave., Boise, Idaho 83705



NO.	DESCRIPTION	DATE	BY	CHKD.	APP'D.
1	PROPOSED ROADWAY & UTILITY IMPROVEMENTS	11-15-2020	W.A. K.P.		
2	REVISIONS	11-15-2020	W.A. K.P.		
3	REVISIONS	11-15-2020	W.A. K.P.		
4	REVISIONS	11-15-2020	W.A. K.P.		
5	REVISIONS	11-15-2020	W.A. K.P.		
6	REVISIONS	11-15-2020	W.A. K.P.		
7	REVISIONS	11-15-2020	W.A. K.P.		
8	REVISIONS	11-15-2020	W.A. K.P.		
9	REVISIONS	11-15-2020	W.A. K.P.		
10	REVISIONS	11-15-2020	W.A. K.P.		

NOTES

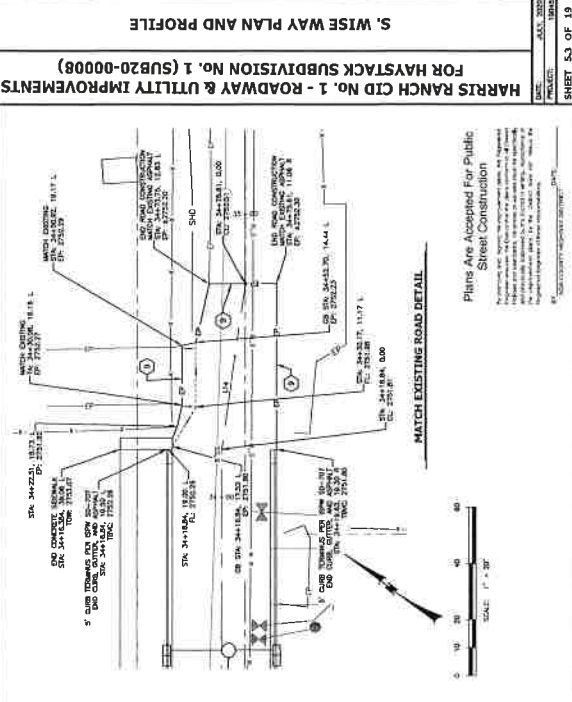
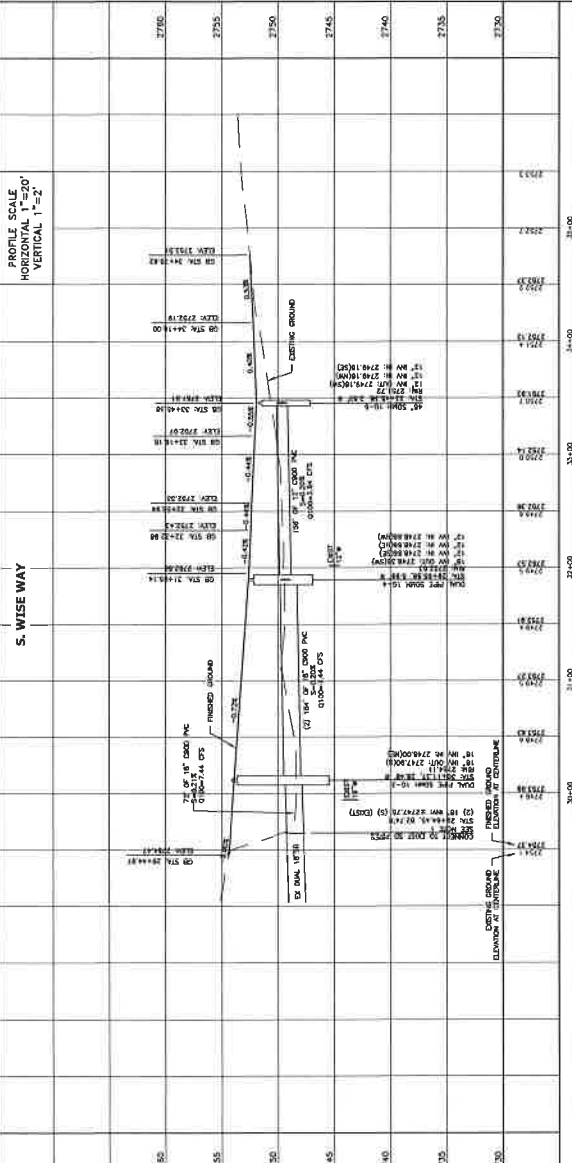
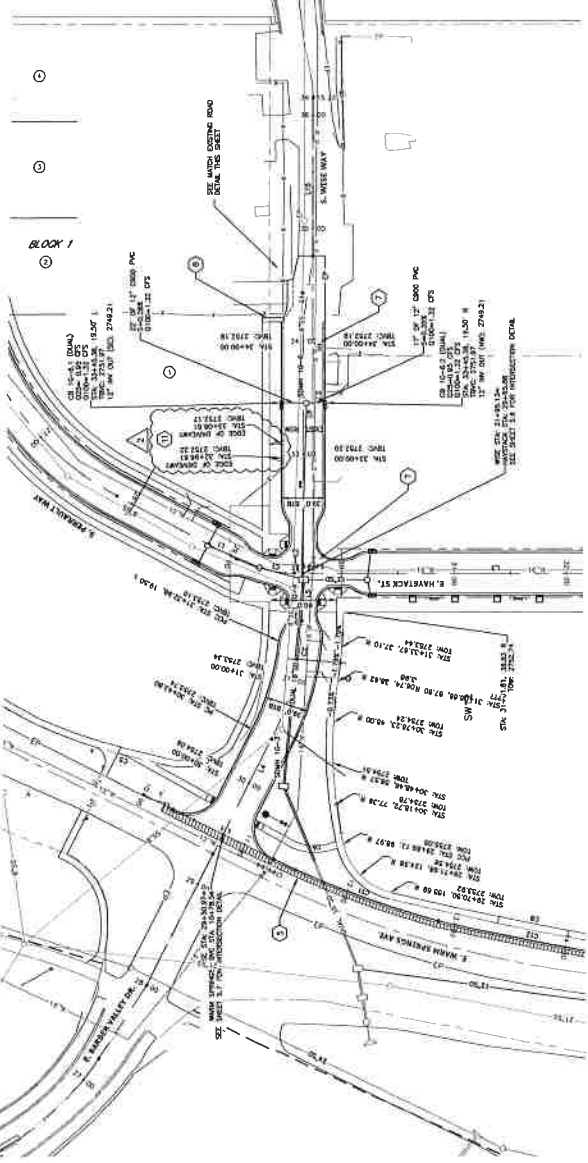
- CONSTRUCTION OF ALL EXISTING FEATURES SHALL BE IN ACCORDANCE WITH THE PROVISIONS OF THE IDAHO ENGINEERING AND SURVEYING ACT, CHAPTER 16, IDAHO CODE.
- WHERE TRANSDUCERS ARE USED, THE PROVISIONS OF THE IDAHO ENGINEERING AND SURVEYING ACT, CHAPTER 16, IDAHO CODE, SHALL APPLY.
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KEY NOTES

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DATE	NO.	DESCRIPTION	BY	CHKD.	APP'D.
11-15-2020	1	PROPOSED ROADWAY & UTILITY IMPROVEMENTS	W.A. K.P.		
11-15-2020	2	REVISIONS	W.A. K.P.		
11-15-2020	3	REVISIONS	W.A. K.P.		
11-15-2020	4	REVISIONS	W.A. K.P.		
11-15-2020	5	REVISIONS	W.A. K.P.		
11-15-2020	6	REVISIONS	W.A. K.P.		
11-15-2020	7	REVISIONS	W.A. K.P.		
11-15-2020	8	REVISIONS	W.A. K.P.		
11-15-2020	9	REVISIONS	W.A. K.P.		
11-15-2020	10	REVISIONS	W.A. K.P.		

DATE	NO.	DESCRIPTION	BY	CHKD.	APP'D.
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11-15-2020	5	REVISIONS	W.A. K.P.		
11-15-2020	6	REVISIONS	W.A. K.P.		
11-15-2020	7	REVISIONS	W.A. K.P.		
11-15-2020	8	REVISIONS	W.A. K.P.		
11-15-2020	9	REVISIONS	W.A. K.P.		
11-15-2020	10	REVISIONS	W.A. K.P.		



Plans Are Accepted For Public Street Construction

Engineering and Surveying Act, Chapter 16, Idaho Code

Professional Engineer Seal for Riveridge Engineering

HARRIS RANCH CID NO. 1 - ROADWAY & UTILITY IMPROVEMENTS
FOR HAYSTACK SUBDIVISION NO. 1 (SUB20-00008)
S. TRAILWOOD WAY PLAN AND PROFILE

Riveridge Engineering Company
2447 S. Vista Ave., Boise, Idaho 83705
PH: (208) 344-1180, FAX: (208) 344-1182



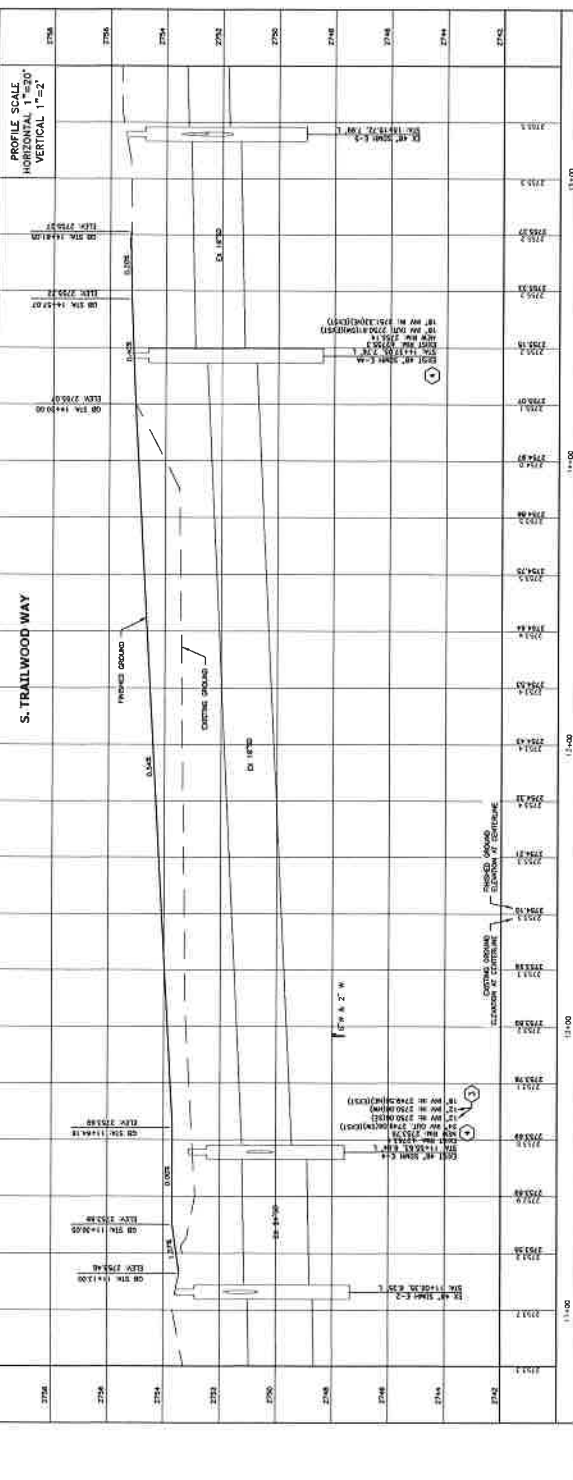
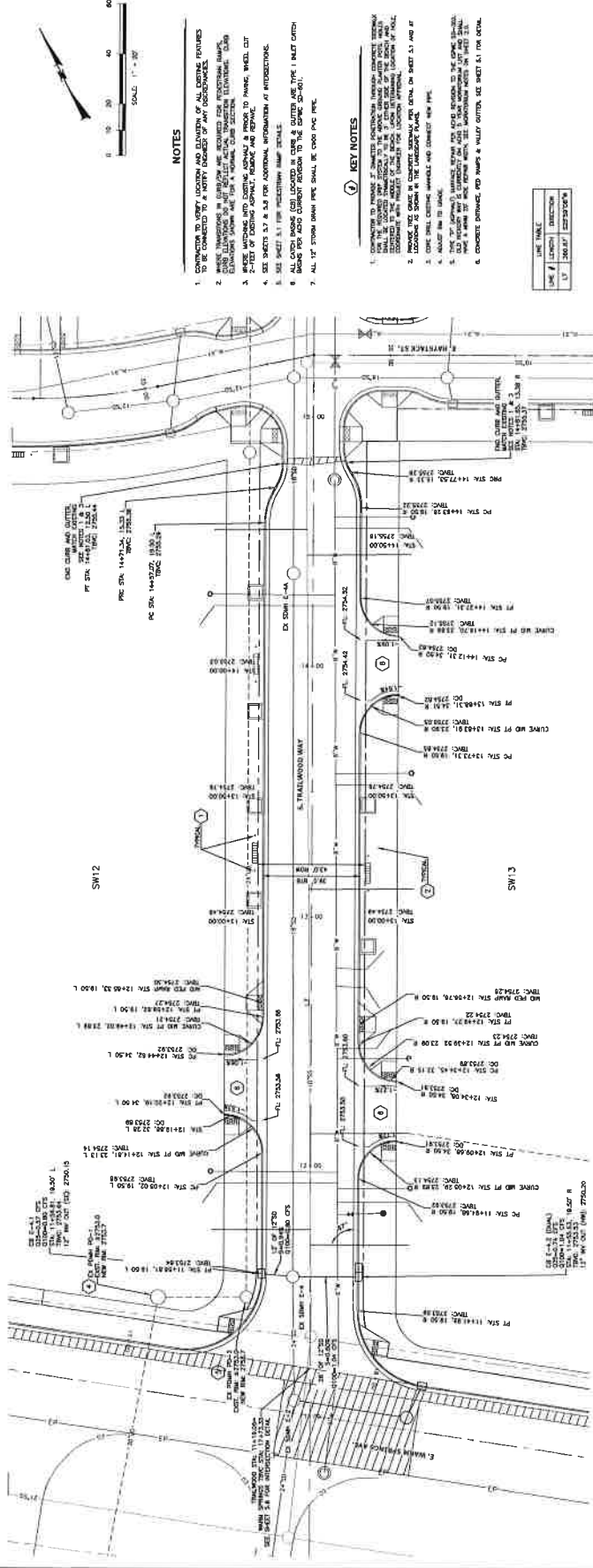
NO.	DATE	REVISIONS
1	08-11-2020	REVISED PER MCDONALD'S CITY SERVICES COMMENTS
2	08-11-2020	REVISED PER MCDONALD'S CITY SERVICES COMMENTS
3	08-11-2020	REVISED PER MCDONALD'S CITY SERVICES COMMENTS
4	08-11-2020	REVISED PER MCDONALD'S CITY SERVICES COMMENTS
5	08-11-2020	REVISED PER MCDONALD'S CITY SERVICES COMMENTS
6	08-11-2020	REVISED PER MCDONALD'S CITY SERVICES COMMENTS
7	08-11-2020	REVISED PER MCDONALD'S CITY SERVICES COMMENTS
8	08-11-2020	REVISED PER MCDONALD'S CITY SERVICES COMMENTS
9	08-11-2020	REVISED PER MCDONALD'S CITY SERVICES COMMENTS
10	08-11-2020	REVISED PER MCDONALD'S CITY SERVICES COMMENTS

RECORD DRAWINGS

This record drawing has been prepared based upon information furnished by others. While this information is believed to be correct, the Engineer does not warrant its accuracy. The Engineer's responsibility is limited to the design of the improvements shown on this drawing. The Engineer does not warrant the accuracy of the information furnished by others. The Engineer's responsibility is limited to the design of the improvements shown on this drawing. The Engineer does not warrant the accuracy of the information furnished by others. The Engineer's responsibility is limited to the design of the improvements shown on this drawing.

Plans Are Accepted For Public Street Construction

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SHEET 5.6 OF 15

HARRIS RANCH CID NO. 1 - ROADWAY & UTILITY IMPROVEMENTS
FOR HAYSTACK SUBDIVISION NO. 1 (SUB20-00008)

E. WARM SPRINGS AVE PLAN AND PROFILE

Table with 2 columns: NO., DATE. Rows for 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.

Engineering
Riveridge
2447 S. Vista Ave., Boise, Idaho 83705
Ph. (208) 344-1180, Fax (208) 344-1182

Plans Are Accepted For Public
Stream Construction

Scale: 1" = 30'



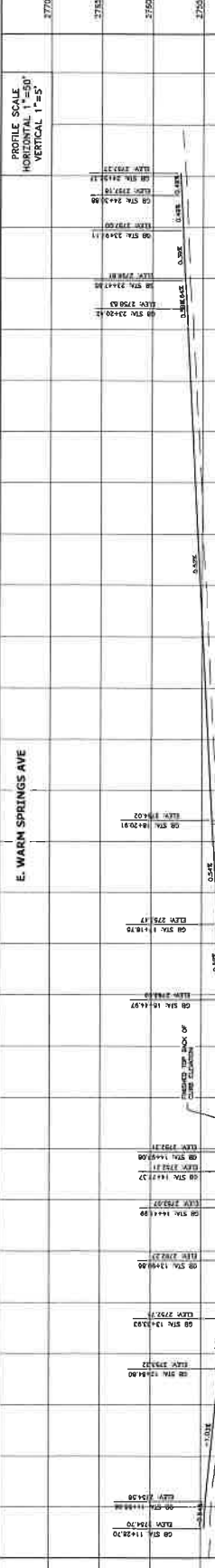
- KEY NOTES
- 1. CONE SHALL EXISTING MANHOLE AND EXISTING AND NEW.
 - 2. ALL NEW CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE ILLINOIS STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION.
 - 3. ALL NEW CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE ILLINOIS STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION.
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 - 10. ALL NEW CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE ILLINOIS STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION.

- NOTES
- 1. CONSTRUCTION TO VERIFY LOCATION AND ELEVATION OF ALL EXISTING FEATURES.
 - 2. ALL NEW CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE ILLINOIS STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION.
 - 3. ALL NEW CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE ILLINOIS STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION.
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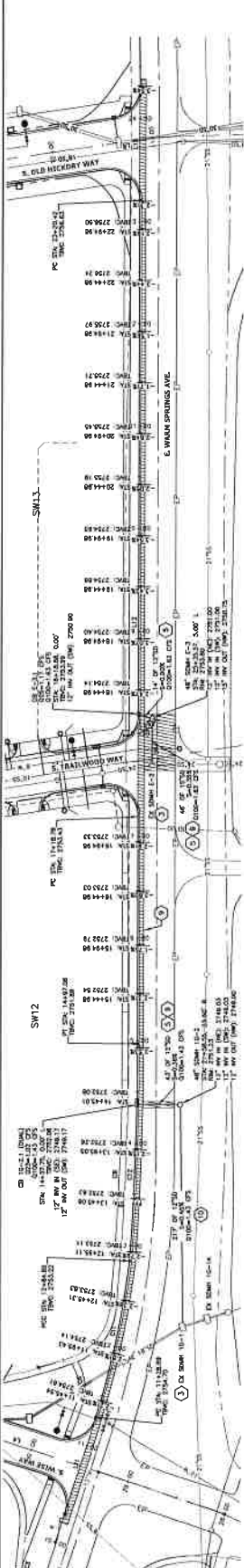
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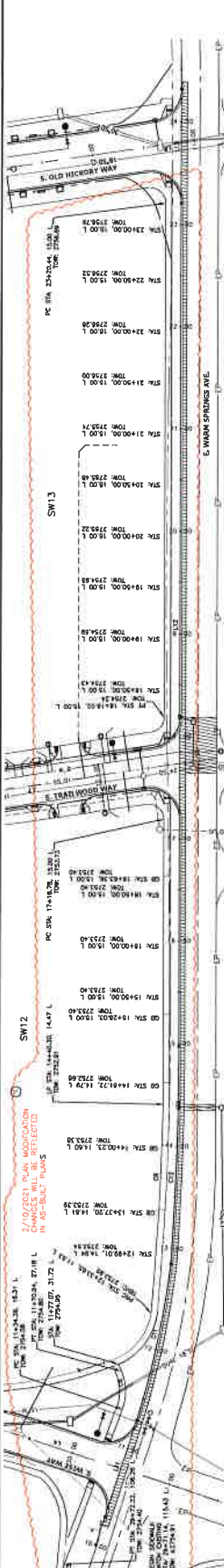
RECORD DRAWINGS

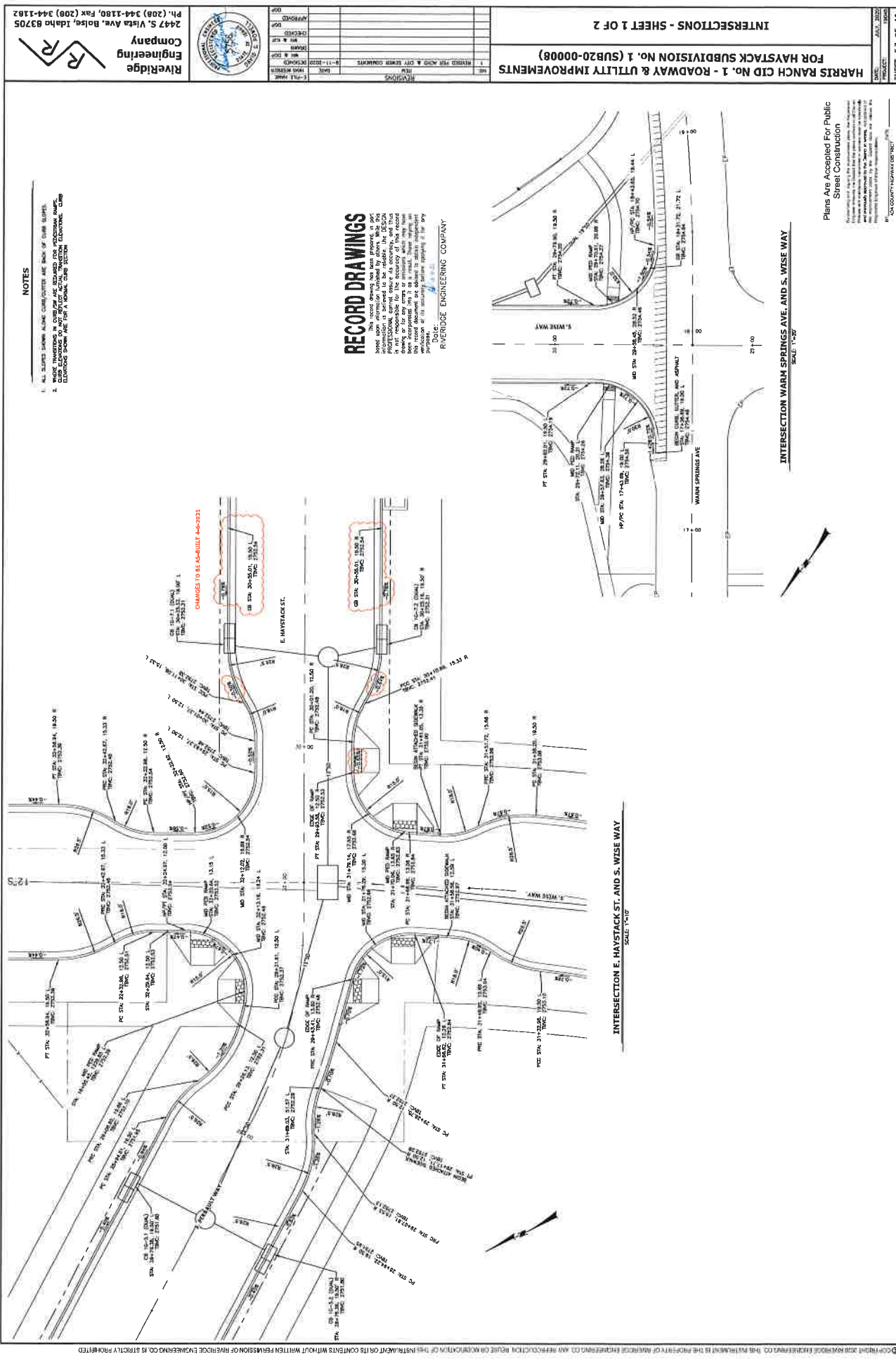


CURB AND STORMDRAIN



SIDEWALK





RECORD DRAWINGS

Based upon information furnished by others, the engineer assumes no responsibility for the accuracy of the record drawings. The engineer is not responsible for the accuracy of the record drawings. The engineer is not responsible for the accuracy of the record drawings. The engineer is not responsible for the accuracy of the record drawings.

NOTES

1. ALL DIMENSIONS ARE IN FEET AND INCHES. DIMENSIONS ARE GIVEN IN FEET AND INCHES. DIMENSIONS ARE GIVEN IN FEET AND INCHES. DIMENSIONS ARE GIVEN IN FEET AND INCHES.

2. RECORD DRAWINGS ARE NOT TO BE USED FOR CONSTRUCTION. RECORD DRAWINGS ARE NOT TO BE USED FOR CONSTRUCTION. RECORD DRAWINGS ARE NOT TO BE USED FOR CONSTRUCTION. RECORD DRAWINGS ARE NOT TO BE USED FOR CONSTRUCTION.

NO.	DATE	REVISION
1	8-11-2020	REVISED PER ARCHD. & CIVIL ENGINE COMMENTS
2	8-11-2020	REVISED PER ARCHD. & CIVIL ENGINE COMMENTS
3	8-11-2020	REVISED PER ARCHD. & CIVIL ENGINE COMMENTS
4	8-11-2020	REVISED PER ARCHD. & CIVIL ENGINE COMMENTS
5	8-11-2020	REVISED PER ARCHD. & CIVIL ENGINE COMMENTS
6	8-11-2020	REVISED PER ARCHD. & CIVIL ENGINE COMMENTS
7	8-11-2020	REVISED PER ARCHD. & CIVIL ENGINE COMMENTS
8	8-11-2020	REVISED PER ARCHD. & CIVIL ENGINE COMMENTS
9	8-11-2020	REVISED PER ARCHD. & CIVIL ENGINE COMMENTS
10	8-11-2020	REVISED PER ARCHD. & CIVIL ENGINE COMMENTS

HARRIS RANCH CID NO. 1 - ROADWAY & UTILITY IMPROVEMENTS

FOR HAYSTACK SUBDIVISION NO. 1 (SUB20-00008)

INTERSECTIONS - SHEET 1 OF 2

2447 S. Vista Ave., Boise, Idaho 83705
Ph: (208) 344-1180, Fax: (208) 344-1182

RiverRidge Engineering Company

INTERSECTION E. HAYSTACK ST. AND S. WISE WAY

SCALE: 1"=20'

Plans Are Accepted For Public Street Construction

As shown on this drawing, the proposed improvements are for the intersection of E. Haystack St. and S. Wise Way. The proposed improvements include the construction of a new intersection, the widening of the existing intersection, and the construction of a new intersection. The proposed improvements include the construction of a new intersection, the widening of the existing intersection, and the construction of a new intersection.

BOISE COUNTY HIGHWAY DEPARTMENT

INTERSECTION WARM SPRINGS AVE. AND S. WISE WAY

SCALE: 1"=20'

Plans Are Accepted For Public Street Construction

As shown on this drawing, the proposed improvements are for the intersection of Warm Springs Ave. and S. Wise Way. The proposed improvements include the construction of a new intersection, the widening of the existing intersection, and the construction of a new intersection. The proposed improvements include the construction of a new intersection, the widening of the existing intersection, and the construction of a new intersection.

BOISE COUNTY HIGHWAY DEPARTMENT

INTERSECTION WARM SPRINGS AVE. AND S. WISE WAY

SCALE: 1"=20'

Plans Are Accepted For Public Street Construction

As shown on this drawing, the proposed improvements are for the intersection of Warm Springs Ave. and S. Wise Way. The proposed improvements include the construction of a new intersection, the widening of the existing intersection, and the construction of a new intersection. The proposed improvements include the construction of a new intersection, the widening of the existing intersection, and the construction of a new intersection.

BOISE COUNTY HIGHWAY DEPARTMENT

INTERSECTION WARM SPRINGS AVE. AND S. WISE WAY

SCALE: 1"=20'

Plans Are Accepted For Public Street Construction

As shown on this drawing, the proposed improvements are for the intersection of Warm Springs Ave. and S. Wise Way. The proposed improvements include the construction of a new intersection, the widening of the existing intersection, and the construction of a new intersection. The proposed improvements include the construction of a new intersection, the widening of the existing intersection, and the construction of a new intersection.

BOISE COUNTY HIGHWAY DEPARTMENT

INTERSECTION WARM SPRINGS AVE. AND S. WISE WAY

SCALE: 1"=20'

Plans Are Accepted For Public Street Construction

As shown on this drawing, the proposed improvements are for the intersection of Warm Springs Ave. and S. Wise Way. The proposed improvements include the construction of a new intersection, the widening of the existing intersection, and the construction of a new intersection. The proposed improvements include the construction of a new intersection, the widening of the existing intersection, and the construction of a new intersection.

BOISE COUNTY HIGHWAY DEPARTMENT

INTERSECTION WARM SPRINGS AVE. AND S. WISE WAY

SCALE: 1"=20'

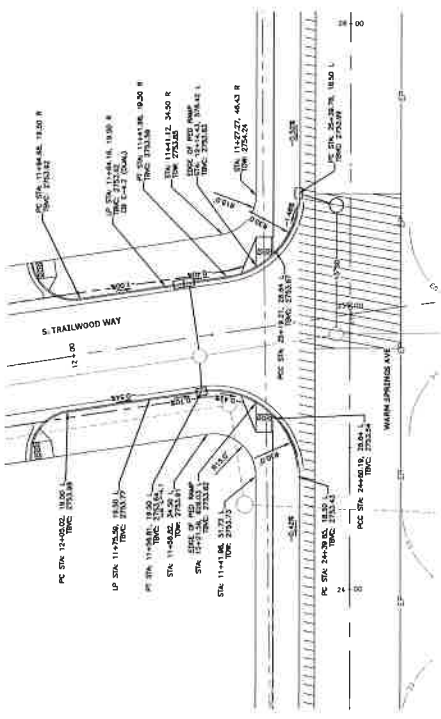
Plans Are Accepted For Public Street Construction

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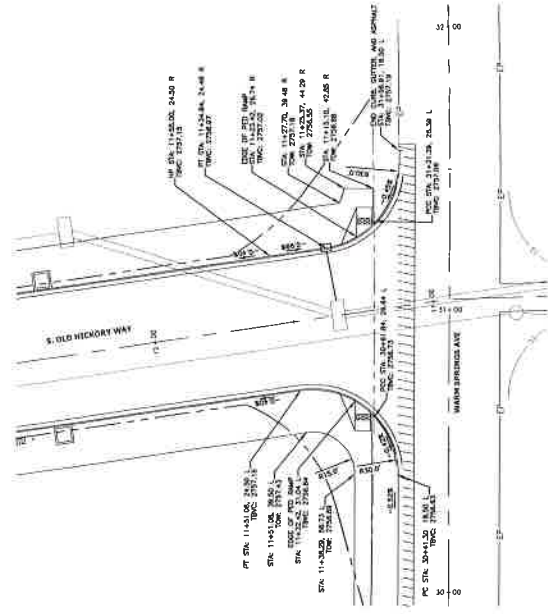
BOISE COUNTY HIGHWAY DEPARTMENT

NOTES

1. ALL EXISTING CURVES ALONG SUBMITTED ARE SHOWN BY DASHED LINES.
2. WHERE DIMENSIONS IN CIRCLES ARE REQUIRED FOR EXISTING HAWKS, CURVE DIMENSIONS DO NOT REFLECT ANY INFORMATION CONTAINED HEREIN AND ARE FOR GENERAL GUIDANCE ONLY.



INTERSECTION WARM SPRINGS WAY AND S. TRAILWOOD WAY
SCALE: 1"=40'



INTERSECTION WARM SPRINGS WAY AND S. OLD HICKORY WAY
SCALE: 1"=40'

RECORD DRAWINGS

The record drawing has been prepared in part based upon information furnished by others, with the understanding that the engineer is not responsible for the accuracy of the information furnished. The engineer is not responsible for the accuracy of the information furnished. The engineer is not responsible for the accuracy of the information furnished. The engineer is not responsible for the accuracy of the information furnished.

Plans Are Accepted For Public Street Construction

By having this project, the engineer does not represent that the project is suitable for construction. The engineer is not responsible for the accuracy of the information furnished. The engineer is not responsible for the accuracy of the information furnished. The engineer is not responsible for the accuracy of the information furnished.

Date: _____
RIVERIDGE ENGINEERING COMPANY

HARRIS RANCH CID NO. 1 - ROADWAY & UTILITY IMPROVEMENTS
FOR HAYSTACK SUBDIVISION NO. 1 (SUB20-00008)
INTERSECTIONS - SHEET 2 OF 2

NO.	DESCRIPTION	DATE	BY	CHKD.	APP'D.
1	REVISED PER HARRIS RANCH COMMENTS	8-11-2020	WJ	WJ	WJ
2	REVISED PER HARRIS RANCH COMMENTS	8-11-2020	WJ	WJ	WJ
3	REVISED PER HARRIS RANCH COMMENTS	8-11-2020	WJ	WJ	WJ
4	REVISED PER HARRIS RANCH COMMENTS	8-11-2020	WJ	WJ	WJ
5	REVISED PER HARRIS RANCH COMMENTS	8-11-2020	WJ	WJ	WJ
6	REVISED PER HARRIS RANCH COMMENTS	8-11-2020	WJ	WJ	WJ
7	REVISED PER HARRIS RANCH COMMENTS	8-11-2020	WJ	WJ	WJ
8	REVISED PER HARRIS RANCH COMMENTS	8-11-2020	WJ	WJ	WJ
9	REVISED PER HARRIS RANCH COMMENTS	8-11-2020	WJ	WJ	WJ
10	REVISED PER HARRIS RANCH COMMENTS	8-11-2020	WJ	WJ	WJ



Riveridge Engineering Company
2447 S. Vista Ave., Boise, Idaho 83705
PH. (208) 344-1188, Fax (208) 344-1182

SHEET 5.8 OF 19
DATE: 8/11/2020
PROJECT: HARRIS RANCH CID NO. 1 - ROADWAY & UTILITY IMPROVEMENTS
DRAWN BY: WJ
CHECKED BY: WJ
APP'D BY: WJ

S RANCH CID NO. 1 - ROADWAY & UTILITY IMPROVEMENTS
FOR HAYSTACK SUBDIVISION NO. 1 (SUB20-00008)

1	RECEIVED PER MOH & CITY SECRET COMMENTS	8-11-2022	DELETED	MM & DOG	00000000000000000000
2	RECEIVED PER MOH & CITY SECRET COMMENTS	8-11-2022	DELETED	MM & DOG	00000000000000000000



Riveridge
Engineering

RECORD DRAWINGS

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Date: 12/1/84

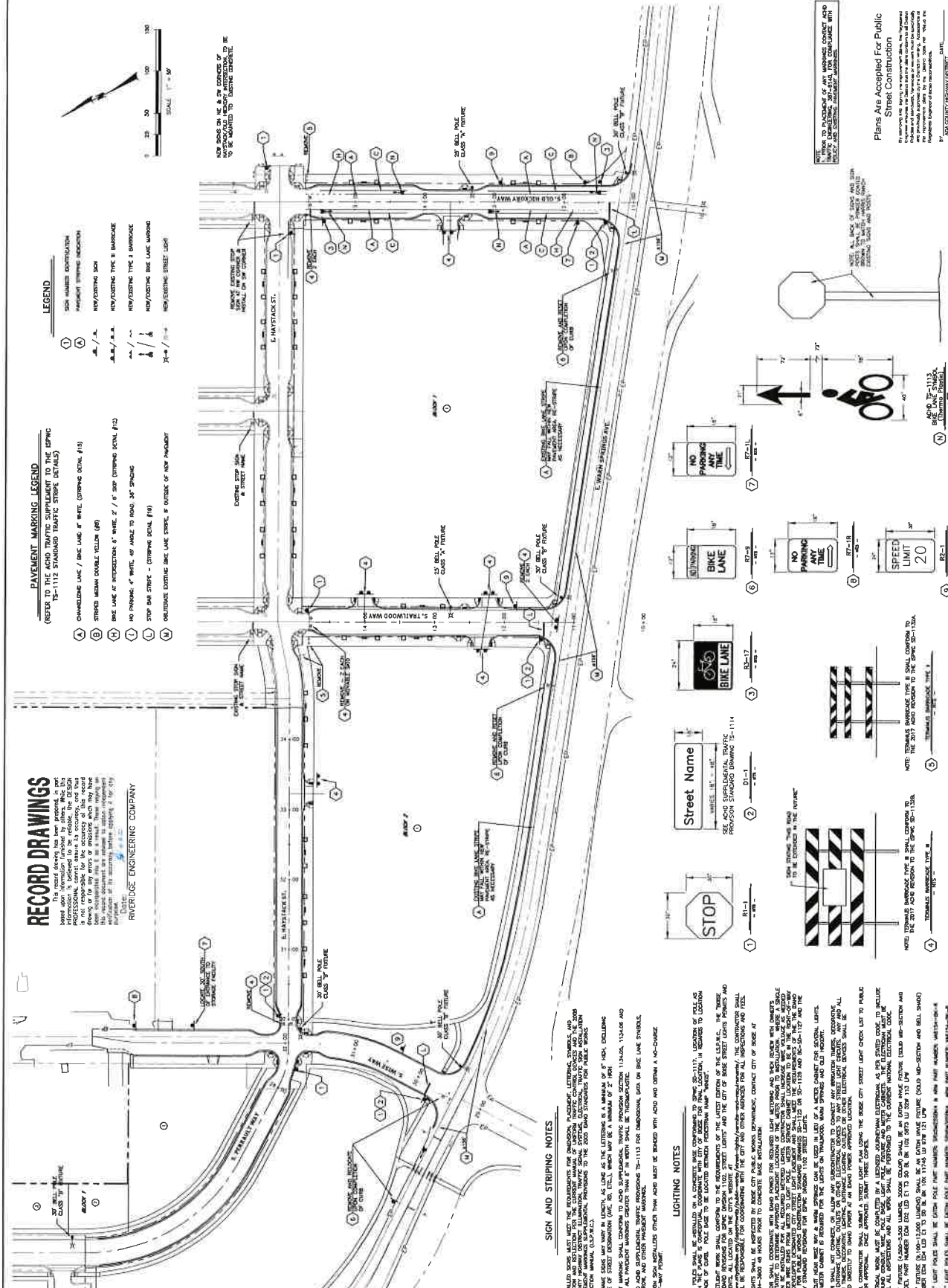
RIVERIDGE ENGINEERING COMPANY

PAVEMENT MARKING LEGEND

- TS-1112 STANDARD TRAFFIC STRIPE DETAILS
- LANDING LANE / SIDE LANE: 8" WHITE (STRIPE DETAIL)
- SPED MEDIAN DOUBLE YELLOW (80)
- E LANE AT INTERSECTION: 8" WHITE, 2' / 6" STOP (STRIPE DETAIL)
- FRONT: 4" WHITE, 45° ANGLE TO ROAD, 30" SPACING

LEGEND

- | | 1 | A | |
|--------------------|----------|----------|-------------------|
| SOCIAL MEDIA | / | / | NEW / EXISTING SA |
| RETAIL PARTNERSHIP | / | / | NEW / EXISTING TV |



SIGN AND STRIPING NOTES

- [illegible]

LIGHTING NOTES

- [illegible]

[illegible]

RECORD DRAWINGS

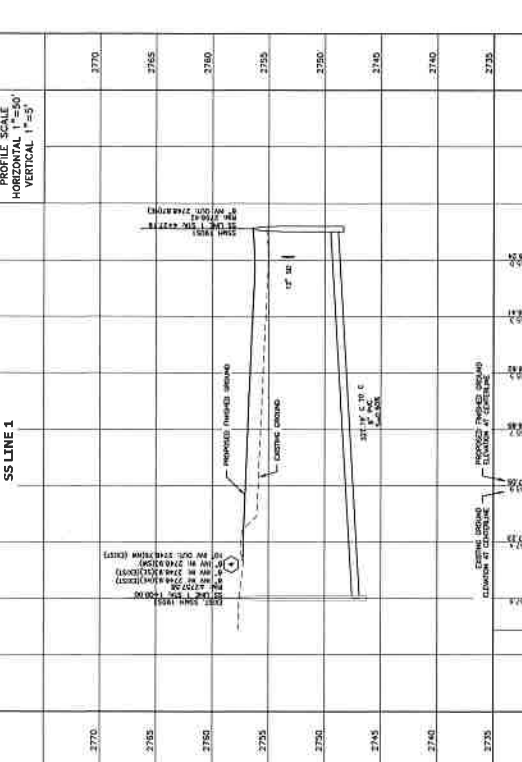
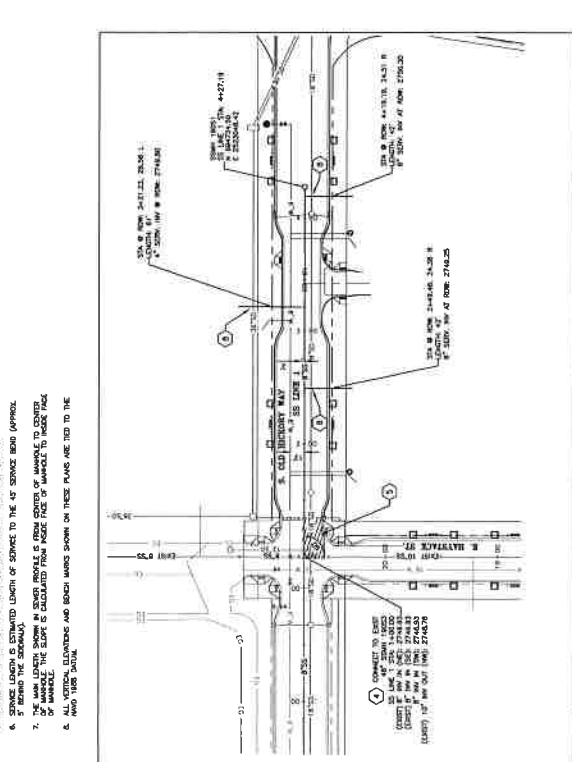


NO.	DESCRIPTION	DATE
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2	REVISION	1-11-2020
3	REVISION	1-11-2020
4	REVISION	1-11-2020
5	REVISION	1-11-2020
6	REVISION	1-11-2020
7	REVISION	1-11-2020
8	REVISION	1-11-2020
9	REVISION	1-11-2020
10	REVISION	1-11-2020

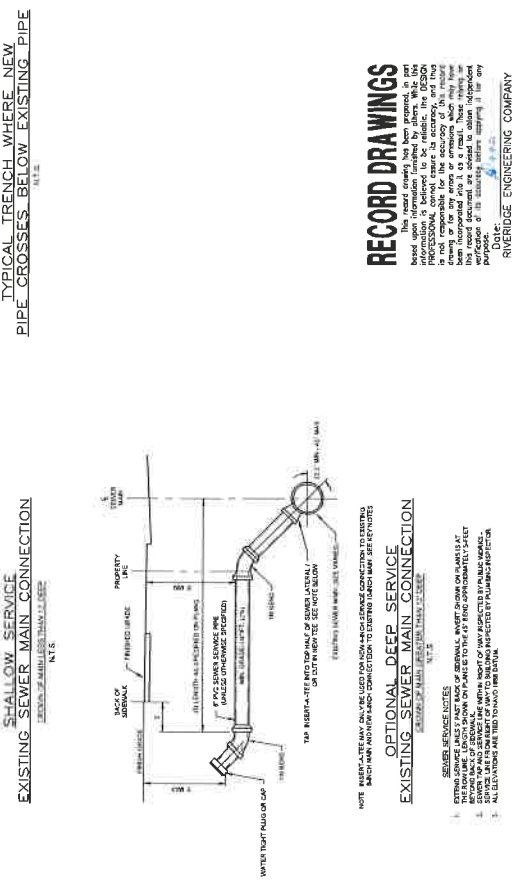
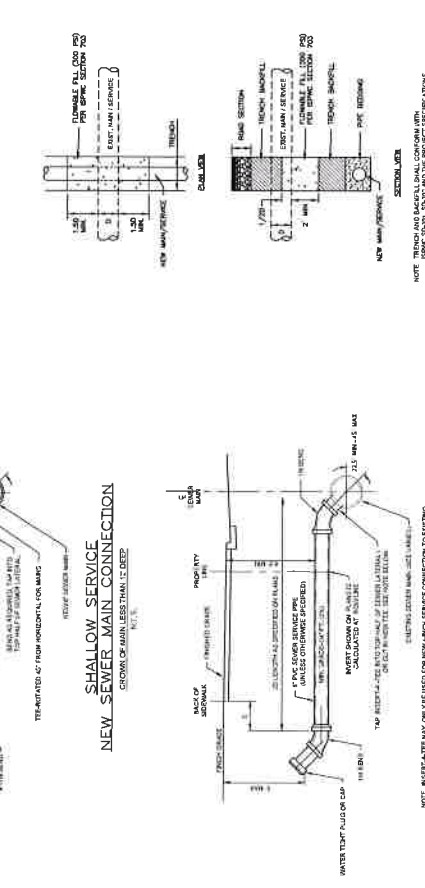
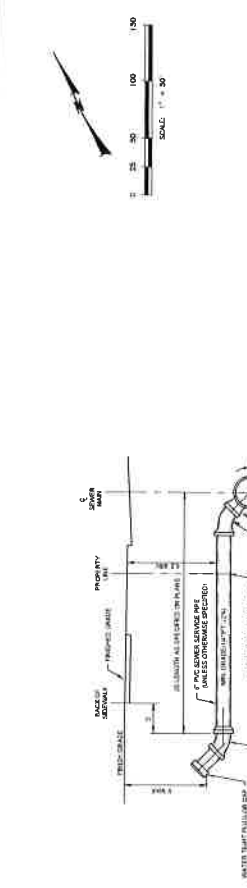
SEWER PLAN AND PROFILE
FOR HAYSTACK SUBDIVISION NO. 1 (SUB20-00008)
HARRIS RANCH CID NO. 1 - ROADWAY & UTILITY IMPROVEMENTS

- KEY NOTES**
- SEE EXISTING SEWER MAINS ON SHEET 61.
 - CONNECTIONS SHALL BE MADE TO EXISTING MAINS AND SERVICE LINES AS SHOWN FOR CONNECTIONS TO EXISTING MAINS AND SERVICE LINES. SEE NOTES ON SHEET 61 FOR CONNECTIONS TO EXISTING MAINS AND SERVICE LINES.
 - SEWER SERVICES SHALL BE MADE TO EXISTING MAINS AND SERVICE LINES AS SHOWN FOR CONNECTIONS TO EXISTING MAINS AND SERVICE LINES. SEE NOTES ON SHEET 61 FOR CONNECTIONS TO EXISTING MAINS AND SERVICE LINES.
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STATION	ELEVATION
2770	2770
2765	2765
2760	2760
2755	2755
2750	2750
2745	2745
2740	2740
2735	2735



STATION	ELEVATION
2770	2770
2765	2765
2760	2760
2755	2755
2750	2750
2745	2745
2740	2740
2735	2735

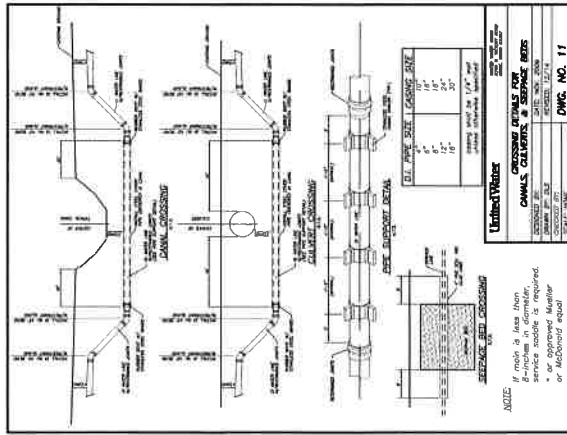
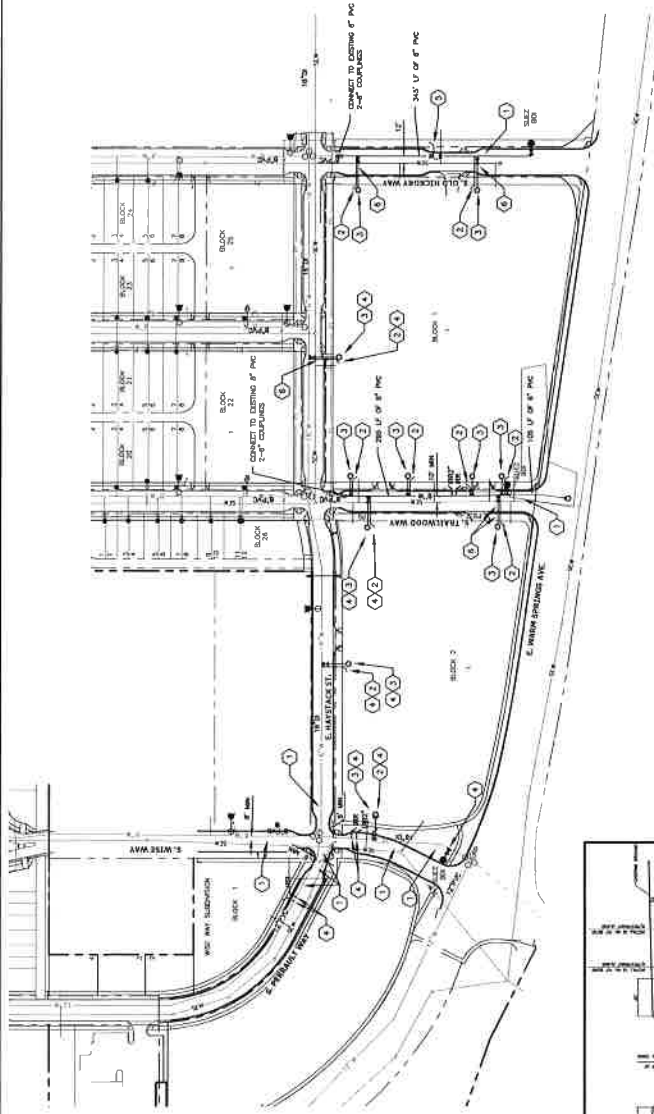
- RECORD DRAWINGS**
- This record drawing has been prepared, in part, based upon information furnished by others. While the engineer has made a visual inspection of the drawings, he does not warrant the accuracy of the information furnished by others. The engineer's responsibility is limited to the design of the sewer system shown on these drawings. The engineer does not warrant the accuracy of the information furnished by others. The engineer's responsibility is limited to the design of the sewer system shown on these drawings.

- OPTIONAL DEEP SERVICE**
- NOTE: HAYSTACK SUBDIVISION NO. 1 (SUB20-00008) IS THE PROPERTY OF RIVERIDGE ENGINEERING COMPANY. ANY REPRODUCTION OF THIS DRAWING WITHOUT WRITTEN PERMISSION OF RIVERIDGE ENGINEERING COMPANY IS STRICTLY PROHIBITED.

- SHALLOW SERVICE**
- NOTE: HAYSTACK SUBDIVISION NO. 1 (SUB20-00008) IS THE PROPERTY OF RIVERIDGE ENGINEERING COMPANY. ANY REPRODUCTION OF THIS DRAWING WITHOUT WRITTEN PERMISSION OF RIVERIDGE ENGINEERING COMPANY IS STRICTLY PROHIBITED.

- TYPICAL TRENCH WHERE NEW PIPE CROSSES BELOW EXISTING PIPE**
- NOTE: HAYSTACK SUBDIVISION NO. 1 (SUB20-00008) IS THE PROPERTY OF RIVERIDGE ENGINEERING COMPANY. ANY REPRODUCTION OF THIS DRAWING WITHOUT WRITTEN PERMISSION OF RIVERIDGE ENGINEERING COMPANY IS STRICTLY PROHIBITED.

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RECORD DRAWINGS

This record drawing has been prepared, in part or in whole, from the information furnished by the owner and the engineer. The engineer is not responsible for the accuracy of the information furnished by the owner. The engineer is not responsible for the accuracy of the information furnished by the owner. The engineer is not responsible for the accuracy of the information furnished by the owner.

RIVERIDGE ENGINEERING COMPANY



VICINITY MAP

KEY NOTES

1. EXISTING WATER MAIN 12\"/>

LEGEND

- PROPOSED WATER LINE
- PROPOSED FIRE HYDRANT
- PROPOSED BLOW-OFF
- PROPOSED GATE VALVE
- PROPOSED CHECK VALVE
- PROPOSED COMMON SERVICE
- PROPOSED BUTTERFLY VALVE
- EXISTING FIRE HYDRANT 4\"/>

NOTES

ALL WATER LINES SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST VERSION OF THE STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION. THE STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION SHALL BE USED FOR ALL WATER LINES. THE STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION SHALL BE USED FOR ALL WATER LINES. THE STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION SHALL BE USED FOR ALL WATER LINES.

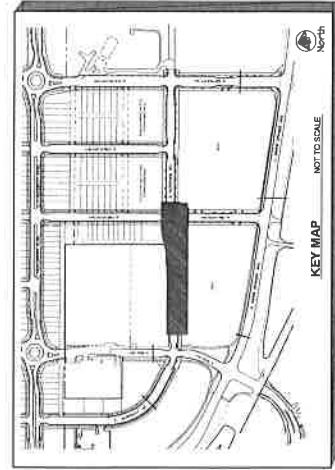
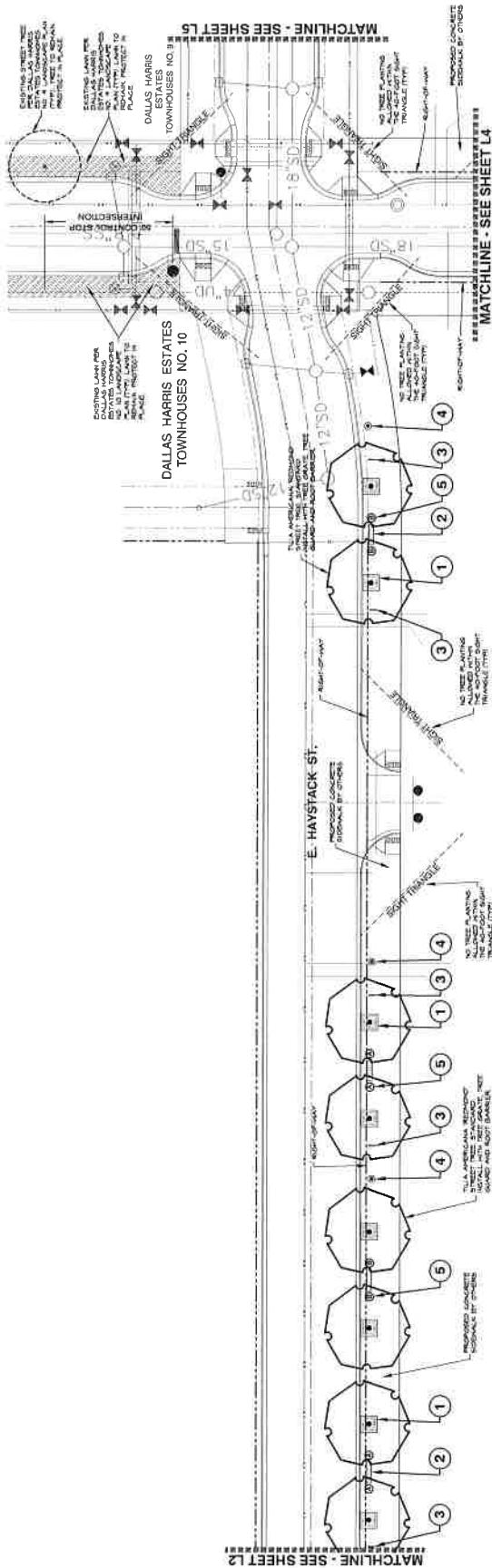
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Drawn by:	DATE: 11/11/11
Checked by:	DATE: 11/11/11
Reviewed by:	DATE: 11/11/11
Approved by:	DATE: 11/11/11

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Drawn by:	DATE: 11/11/11
Checked by:	DATE: 11/11/11
Reviewed by:	DATE: 11/11/11
Approved by:	DATE: 11/11/11

SEE SHEET L6 FOR ACHD NOTES
SEE SHEET L7 FOR PLANTING NOTES
SEE SHEET L7 FOR PLANTING DETAILS
SEE SHEET L7 FOR TREE GRATE DETAIL
SEE SHEET L6 FOR SITE AMENITIES LEGEND
SEE SHEET L6 FOR RAISED PLANTER DETAIL, NOTES AND RAISED PLANTER PLANTING DIRECTIONS
SEE SHEET L3 FOR ADDITIONAL SITE AMENITIES DETAILS



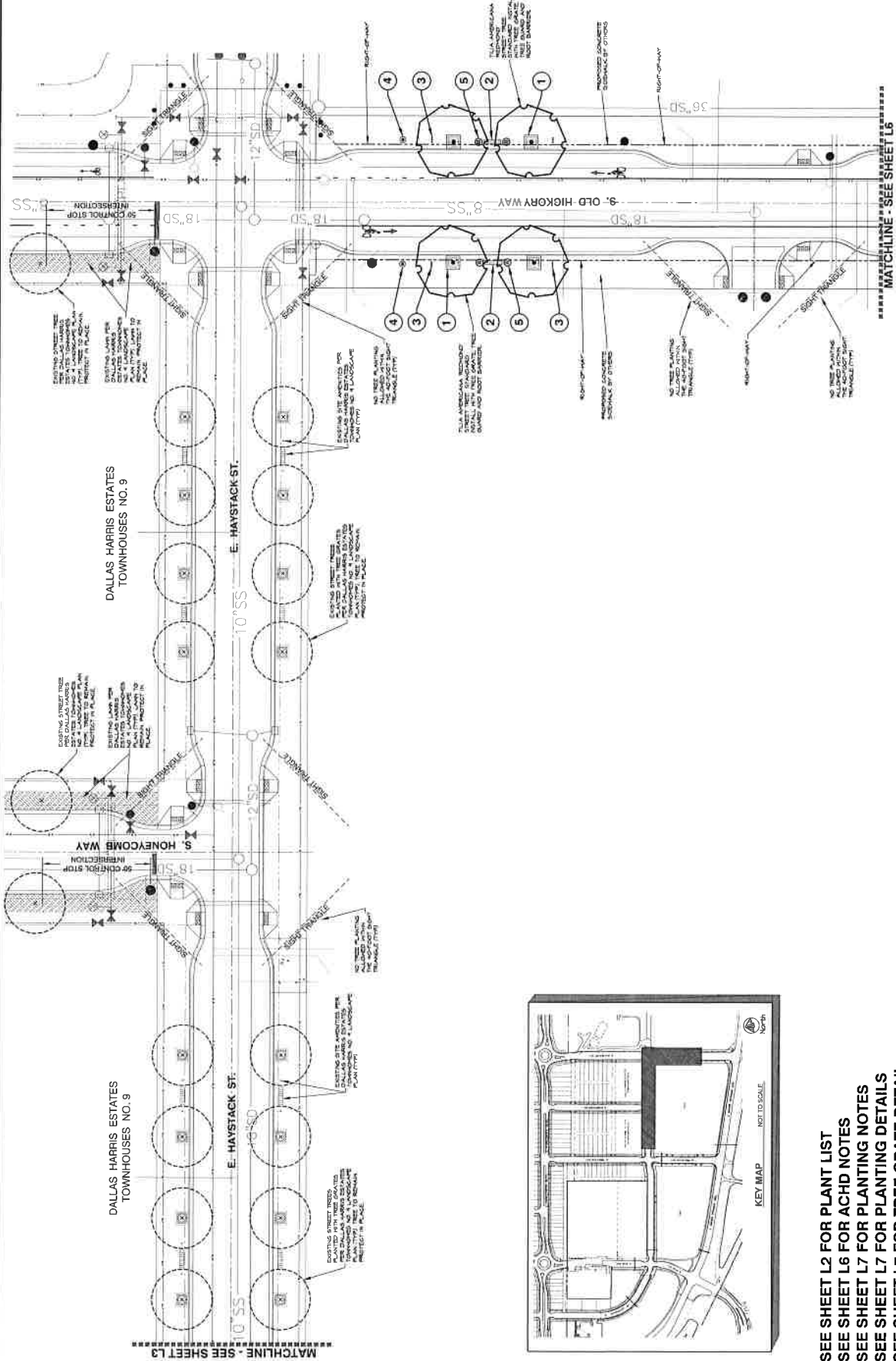
SEE SHEET L2 FOR PLANT LIST
SEE SHEET L6 FOR ACHD NOTES
SEE SHEET L7 FOR PLANTING NOTES
SEE SHEET L7 FOR PLANTING DETAILS
SEE SHEET L7 FOR TREE GRATE DETAIL
SEE SHEET L6 FOR SITE AMENITIES LEGEND
SEE SHEET L8 FOR RAISED PLANTER DETAIL, NOTES AND RAISED PLANTER PLANTING DIRECTIONS
SEE SHEET L9 FOR ADDITIONAL SITE AMENITIES DETAILS

NOTE:
IRRIGATION TO BE INSTALLED BY OTHERS. IRRIGATION SYSTEM
SHALL BE FULLY OPERATIONAL PRIOR TO PLANTING.

Harris Ranch

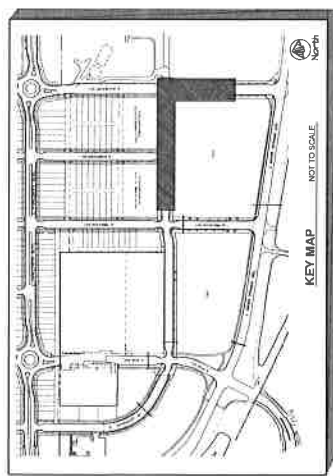


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SEE SHEET L6 FOR SITE AMENITIES LEGEND
SEE SHEET L8 FOR RAISED PLANTER DETAIL, NOTES AND RAISED PLANTER PLANTING DIRECTIONS
SEE SHEET L9 FOR ADDITIONAL SITE AMENITIES DETAILS

SEE SHEET L2 FOR PLANT LIST
SEE SHEET L6 FOR ACHD NOTES
SEE SHEET L7 FOR PLANTING NOTES
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SEE SHEET L7 FOR TREE GRATE DETAIL
SEE SHEET L6 FOR SITE AMENITIES LEGEND

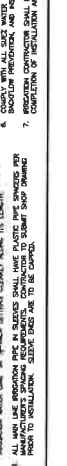


NOTE:
IRRIGATION TO BE INSTALLED BY OTHERS. IRRIGATION SYSTEM
SHALL BE FULLY OPERATIONAL PRIOR TO PLANTING.

SEE SHEET L9 FOR ADDITIONAL SITE AMENITIES DETAILS

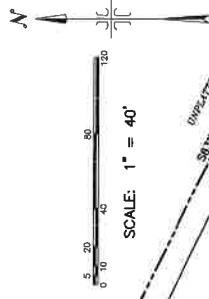
Harris Ranch



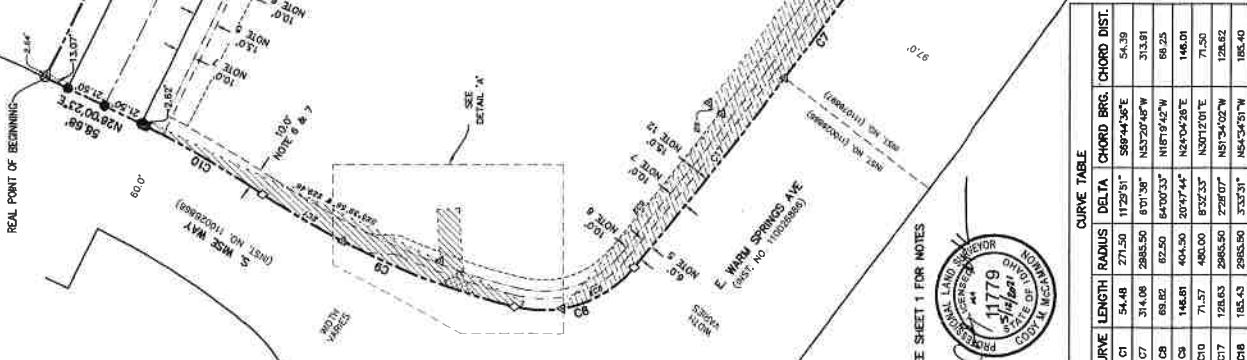


OK 20/24 18817

HAYSTACK SUBDIVISION NO. 1



EASEMENT CURVE TABLE			
CURVE LENGTH	RADIUS	DELTA	CHORD BRG. CHORD DIST.
E1	48.48	404.50	632.02° S31°21'17"W 48.46
E2	14.71	498.00	174.02° S23°16'31"W 14.71
E3	81.05	404.50	87°39'49" S23°16'31"W 80.99
E4	13.18	404.50	208°59' S75°25'7"W 13.18
E5	22.11	404.50	307°53' S17°43'7"W 22.11
E6	3.48	62.50	311°23' S17°04'55"W 3.48
E7	68.52	398.50	9°51'08" S18°58'08"W 68.44
E8	44.85	62.50	40°55'36" S29°32'00"E 43.71
E9	13.13	2970.50	274°30" S30°49'35"E 135.57
E10	218.08	2981.50	41°11'8" S54°14'27"E 218.03



CURVE TABLE			
CURVE LENGTH	RADIUS	DELTA	CHORD BRG. CHORD DIST.
C1	54.48	271.50	112°51' S89°44'36"E 54.39
C7	314.08	2983.50	9°17'38" N35°20'46"W 313.81
C8	68.82	62.50	64°02'33" N18°19'42"W 68.25
C9	148.81	404.50	20°17'44" N24°04'28"E 148.01
C10	71.57	480.00	5°32'35" N30°12'01"E 71.50
C17	128.63	2983.50	2°28'07" N51°34'02"W 128.62
C18	185.43	2983.50	3°33'31" N54°34'51"W 185.40



- LEGEND
- FOUND 5/8" IRON PIN, PLS 11779
 - UNLESS OTHERWISE NOTED
 - FOUND 1" MANOMETRICALLY DETECTABLE
 - COPPER DISK MONUMENT, PLS 11779
 - FOUND 5/8" IRON PIN, PLS 7015
 - FOUND 5/8" IRON PIN, PLS 11779, RESET 5/8"
 - X 24" IRON PIN, PLS 11779
 - FOUND 5/8" IRON PIN, NO CAP, SET
 - PLASTIC CAP, PLS 11779
 - SET 1/2" x 24" IRON PIN, PLS 11779
 - SET 5/8" x 30" IRON PIN, PLS 11779
 - CALCULATED POINT
 - SUBDIVISION BOUNDARY LINE
 - LOT LINE
 - SECTION LINE
 - RIGHT-OF-WAY LINE
 - CENTERLINE
 - SIDEWALK EASEMENT LINE (NOTE 5)
 - PUBLIC UTILITIES EASEMENT LINE (NOTE 6)
 - BOISE CITY STREET LIGHT EASEMENT (NOTE 7)
 - BOISE CITY STREET LIGHT EASEMENT
 - BOISE CITY STREET LIGHT EASEMENT
 - EASEMENT LINE (NOTES 9 AND 7)
 - IDAHO POWER EASEMENT
 - INST. NO. 106078303
 - IDAHO POWER EASEMENT
 - INST. NO. 2018-00038
 - AGRI SLOPE EASEMENT
 - (NOTE 12)
 - EASEMENT DIMENSION
 - LOT NO.

LINE TABLE	
LINE	BEARING LENGTH
L3	S72°20'27"E 12.35
L4	S72°20'27"E 13.42
L5	S23°39'08"W 6.03
L6	S84°00'24"E 11.45
L7	S23°39'08"W 11.85
L9	N27°39'00"E 11.85

EASEMENT LINE TABLE		
LINE	BEARING LENGTH	LOT NO.
E1	S22°00'W 15.08	15.08
E2	N59°06'01"E 3.96	3.96
E3	S30°53'59"E 10.00	10.00
E4	S89°08'01"W 14.98	14.98
E5	N64°20'04"W 3.88	3.88
E6	S38°22'09"W 9.00	9.00
E7	N55°21'37"W 28.42	28.42
E8	N33°38'22"E 9.00	9.00
E9	S33°38'22"W 9.00	9.00
E10	N59°21'37"W 25.00	25.00
E11	N33°38'22"E 9.00	9.00
E12	N59°21'37"W 25.62	25.62

IDAHO SURVEY GROUP, LLC

5655 W. EMERALD ST.
BOISE, IDAHO 83704
(208) 846-6570

JOB NO. 20-078
SHEET 2 OF 5

10K 120 174 184/2

HAYSTACK SUBDIVISION NO. 1



SCALE: 1" = 50'

LEGEND

FOUND 5.0" IRON PIN, PLS 11779
UNLESS OTHERWISE NOTED

FOUND 1" MAGNETICALLY DETECTABLE
COPPER DISK MONUMENT, PLS 11778
SET 1/2" 24" IRON PIN, PLS 11779
SET 5/8" 30" IRON PIN, PLS 11779
CALCULATED POINT

SUBDIVISION BOUNDARY LINE

LOT LINE

SECTION LINE

RIGHT-OF-WAY LINE

CENTERLINE

SIDEWALK EASEMENT LINE (NOTE 5)

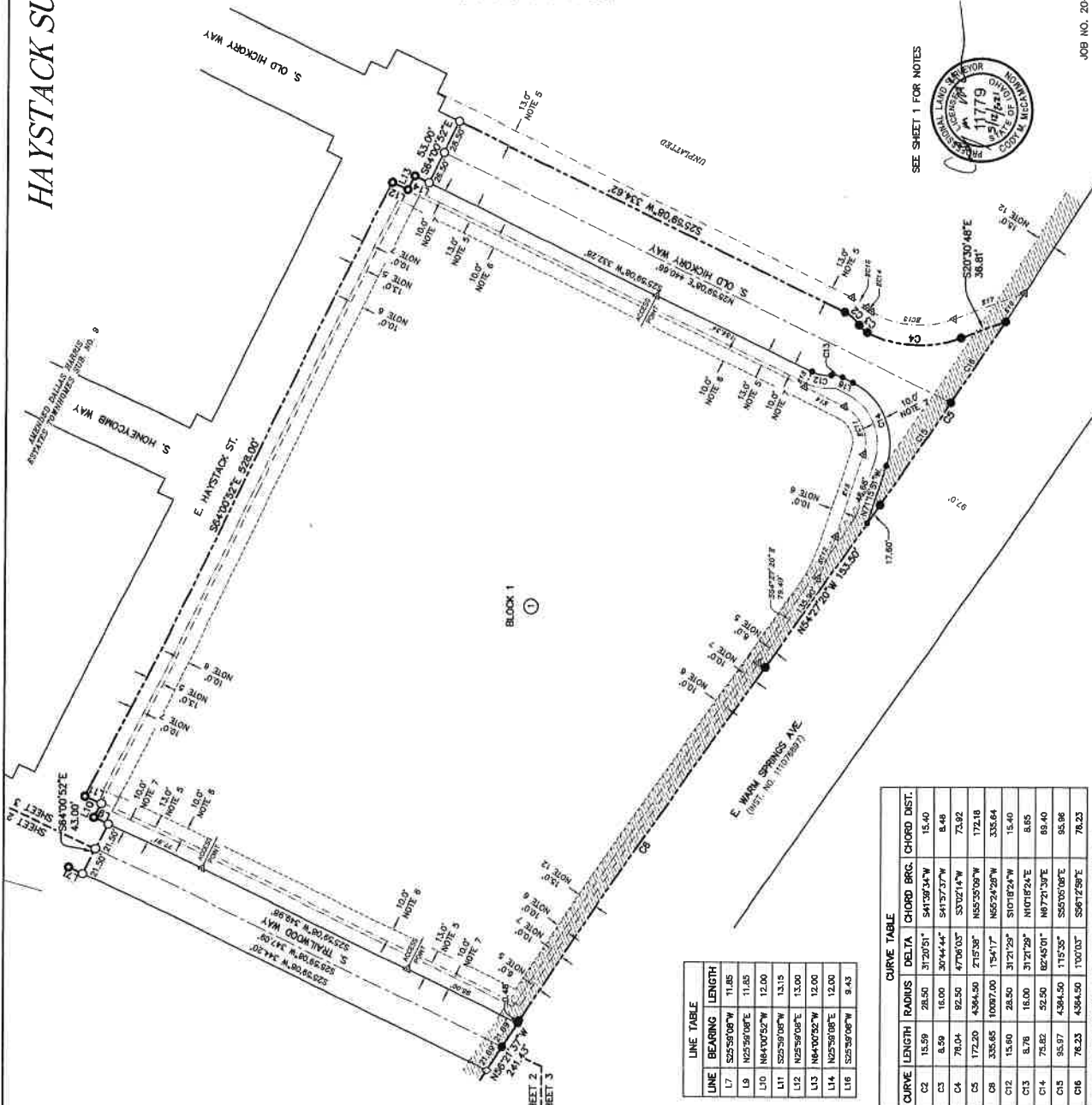
PUBLIC UTILITIES EASEMENT LINE (NOTE 6)

BOISE CITY STREET LIGHT EASEMENT (NOTE 7)

ARCH SLOPE EASEMENT
(NOTE 12)

EASEMENT DIMENSION

LOT NO.



EASEMENT LINE TABLE	
LINE	BEARING LENGTH
E13	N44°00'32"W 13.00
E14	S25°59'08"W 34.73
E15	N71°15'51"W 68.37
E16	S77°05'15"E 28.85
E17	S20°20'48"E 58.37

EASEMENT CURVE TABLE			
CURVE	LENGTH	RADIUS	CHORD BRG. CHORD DIST.
EC01	43.33	30.00	82°45'01" N67°21'36"E 38.66
EC02	35.32	304.00	6°39'28" N67°58'07"E 35.30
EC03	67.35	76.50	50°26'34" N44°42'30"W 65.20
EC04	5.27	20.00	15°08'02" S37°28'46"W 5.28
EC05	13.76	41.50	19°02'40" N35°30'29"E 13.75

SEE SHEET 1 FOR NOTES



LINE TABLE	
LINE	BEARING LENGTH
L7	S25°59'08"W 11.85
L9	N25°56'08"E 11.85
L10	N44°00'32"W 12.00
L11	S25°59'08"W 13.15
L12	N25°59'08"E 13.00
L13	N44°00'32"W 12.00
L14	N25°56'08"E 12.00
L16	S25°59'08"W 8.43

CURVE TABLE			
CURVE	LENGTH	RADIUS	CHORD BRG. CHORD DIST.
C2	15.59	28.50	31°20'51" S41°39'34"W 15.40
C3	8.59	18.00	30°44'44" S41°37'37"W 8.48
C4	78.04	92.50	47°06'03" S30°21'14"W 75.82
C5	172.20	4384.50	2°15'38" N85°59'08"W 172.18
C6	335.65	10097.00	1°54'17" N85°24'28"W 335.64
C12	15.80	28.50	31°21'29" S101°02'24"W 15.40
C13	8.78	18.00	31°27'29" N101°02'24"E 8.65
C14	75.82	52.50	82°45'01" N67°21'36"E 69.40
C15	95.97	4384.50	1°15'35" S25°59'08"E 95.96
C16	76.23	4384.50	1°07'03" S36°25'59"E 76.23

IDAHO
SURVEY
GROUP, LLC

8065 W. EMERALD ST.
BOISE, IDAHO 83704
(208) 946-9870

JOB NO. 20-078
SHEET 3 OF 5

HAYSTACK SUBDIVISION NO. 1

CERTIFICATE OF OWNERS

KNOW ALL MEN BY THESE PRESENTS: THAT BARBER VALLEY DEVELOPMENT, INC., AN IDAHO CORPORATION, IS THE OWNER OF THE PROPERTY DESCRIBED AS FOLLOWS:

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 1/4 CORNER COMMON TO SAID SECTIONS 19 AND 30, T.3N, R.3E, B.M. FROM WHICH THE SECTION CORNER WAS LOCATED BY SURVEY NO. 13,031, R.3E, B.M., BEARS SOUTH 88°37'14" EAST, 28.42' 54" FEET; THENCE THENCE SOUTH 83°02'31" EAST, 145.1' FEET; THENCE SOUTHWESTERLY ALONG THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF A PARCEL CONVERTED IN A WARRANTY DEED RECORDED ON DECEMBER 12, 2018 AS INSTRUMENT NO. 2018-117038, RECORDS OF ADA COUNTY, AND THE REAL POINT OF BEGINNING;

THENCE ON THE SOUTHWESTERLY BOUNDARY LINE OF SAID PARCEL, SOUTH 63°59'40" EAST, 448.00 FEET TO THE WEST BOUNDARY LINE OF AMENDED DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO. 10, AS FILED IN BOOK 118 OF PLATS AT PAGES 18234 THROUGH 18236;

THENCE CONTINUING ON SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF SAID AMENDED DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO. 10, SOUTH 26°00'23" WEST, 58.07 FEET; THENCE SOUTHWESTERLY ALONG THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SAID AMENDED DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO. 9, ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE FOLLOWING THREE (3) COURSES AND DISTANCES:

SOUTH 63°59'40" EAST, 10.37 FEET;
54.48 FEET ALONG THE ARC OF CURVE TO THE LEFT HAVING A RADIUS OF 271.50 FEET, A CENTRAL ANGLE OF 11°29'51" AND A LONG CHORD WHICH BEARS SOUTH 89°44'36" EAST, 54.39 FEET;
SOUTH 75°29'32" EAST, 12.35 FEET TO THE EXTERIOR BOUNDARY LINE OF AMENDED DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO. 9, AS FILED IN BOOK 118 OF PLATS AT PAGES 18230 THROUGH 18233.
THENCE CONTINUING ON SAID SOUTHWESTERLY RIGHT-OF-WAY LINE AND ON THE EXTERIOR BOUNDARY LINE OF SAID AMENDED DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO. 9 THE FOLLOWING THIRTEEN (13) COURSES AND DISTANCES:

SOUTH 75°29'32" EAST, 13.42 FEET;
SOUTH 25°59'08" WEST, 6.03 FEET;
SOUTH 64°00'52" EAST, 11.45 FEET;
SOUTH 25°59'08" WEST, 11.85 FEET;
SOUTH 64°00'52" EAST, 43.00 FEET;
SOUTH 25°59'08" EAST, 11.85 FEET;
SOUTH 64°00'52" EAST, 12.00 FEET;
SOUTH 25°59'08" EAST, 13.15 FEET;
SOUTH 64°00'52" EAST, 528.00 FEET;
SOUTH 25°59'08" WEST, 13.00 FEET;
SOUTH 64°00'52" EAST, 12.00 FEET;
SOUTH 25°59'08" WEST, 12.00 FEET;
SOUTH 64°00'52" EAST, 53.00 FEET;
THENCE LEAVING SAID SOUTHWESTERLY RIGHT-OF-WAY LINE AND SAID EXTERIOR BOUNDARY LINE, SOUTH 25°59'08" WEST, 334.62 FEET;
THENCE 15.59 FEET ALONG THE ARC OF CURVE TO THE RIGHT HAVING A RADIUS OF 28.50 FEET, A CENTRAL ANGLE OF 37°20'51" AND A LONG CHORD WHICH BEARS SOUTH 41°39'34" WEST, 15.40 FEET;
THENCE 16.09 FEET ALONG THE ARC OF SAID REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 16.00 FEET, A CENTRAL ANGLE OF 90°01'38" AND A LONG CHORD WHICH BEARS SOUTH 41°57'37" WEST, 8.48 FEET;
THENCE 76.04 FEET ALONG THE ARC OF CURVE TO THE LEFT HAVING A RADIUS OF 92.50 FEET, A CENTRAL ANGLE OF 47°06'03" AND A LONG CHORD WHICH BEARS SOUTH 03°02'14" WEST, 71.32 FEET;
THENCE SOUTH 20°30'48" EAST, 36.81 FEET TO THE NORTHEASTERLY RIGHT-OF-WAY LINE OF E. WARM SPRINGS AVENUE AS CONVEYED IN A WARRANTY DEED RECORDED ON SEPTEMBER 23, 2011 AS INSTRUMENT NO. 111076897 AND A WARRANTY DEED RECORDED ON MARCH 25, 2010 AS INSTRUMENT NO. 110026886, RECORDS OF ADA COUNTY, IDAHO;
THENCE ON SAID NORTHEASTERLY RIGHT-OF-WAY LINE AND ON THE SOUTHEASTERLY RIGHT-OF-WAY OF S. SOUTH WISE WATSON LANE AND INSTRUMENT NO. 110026886 THE FOLLOWING NINE (9) COURSES AND DISTANCES:
172.25 FEET ALONG THE ARC OF CURVE TO THE RIGHT HAVING A RADIUS OF 4,384.50 FEET, A CENTRAL ANGLE OF 07°15'36" AND A LONG CHORD WHICH BEARS NORTH 55°35'09" WEST, 172.18 FEET;
NORTH 54°27'20" WEST, 153.50 FEET;
335.65 FEET ALONG THE ARC OF CURVE TO THE LEFT HAVING A RADIUS OF 10,097.00 FEET, A CENTRAL ANGLE OF 01°54'17" AND A LONG CHORD WHICH BEARS NORTH 55°24'28" WEST, 335.64 FEET;
NORTH 56°21'37" WEST, 241.43 FEET;
314.06 FEET ALONG THE ARC OF CURVE TO THE RIGHT HAVING A RADIUS OF 2,985.50 FEET, A CENTRAL ANGLE OF 06°01'38" AND A LONG CHORD WHICH BEARS NORTH 53°20'48" WEST, 313.91 FEET;
69.82 FEET ALONG THE ARC OF CURVE TO THE RIGHT HAVING A RADIUS OF 62.50 FEET, A CENTRAL ANGLE OF 64°06'35" AND A LONG CHORD WHICH BEARS NORTH 18°19'42" WEST, 66.25 FEET;
64.06'35" AND A LONG CHORD WHICH BEARS NORTH 18°19'42" WEST, 66.25 FEET;
71.57 FEET ALONG THE ARC OF SAID REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 480.00 FEET, A CENTRAL ANGLE OF 08°32'33" AND A LONG CHORD WHICH BEARS NORTH 30°12'01" EAST, 71.50 FEET;
NORTH 26°00'23" EAST, 58.68 FEET TO THE REAL POINT OF BEGINNING.

CONTAINING 10.69 ACRES, MORE OR LESS.

BK 120 Pg 18814

IT IS THE INTENTION OF THE UNDERSIGNED TO HEREBY INCLUDE THE ABOVE DESCRIBED PROPERTY IN THIS PLAT AND TO DEDICATE TO THE PUBLIC, THE PUBLIC STREETS AND ALLEYS AS SHOWN ON THIS PLAT. THE EASEMENTS AS SHOWN ON THIS PLAT ARE NOT DEDICATED TO THE PUBLIC. HOWEVER, THE RIGHT TO USE SAID EASEMENTS IS HEREBY PERPETUALLY RESERVED FOR PUBLIC UTILITIES AND SUCH OTHER USES AS DESIGNATED WITHIN THIS PLAT, AND NO PART OF THE EASEMENTS OR THE LOTS OF SAID EASEMENTS SHALL BE SUBJECT TO ANY OTHER EASEMENTS OR INTERESTS ELIGIBLE TO RECEIVE WATER SERVICE FROM AN EXISTING WATER MAIN OR FROM ANY OTHER SOURCE OF WATER. THE SUBJECT SUBDIVISION, AND SUEZ WATER IDAHO, INC. HAS AGREED IN WRITING TO SERVE ALL THE LOTS IN THIS SUBDIVISION.

OWNER:

IN WITNESS WHEREOF, THE GRANTORS HAVE CAUSED THIS INSTRUMENT TO BE SUBSCRIBED THIS 12th DAY OF January 2021.

BARBER VALLEY DEVELOPMENT, INC., AN IDAHO CORPORATION

DOUGLAS ERMER PRESIDENT

ACKNOWLEDGEMENT

STATE OF IDAHO } S.S.
COUNTY OF ADA }

ON THIS 12th DAY OF January 2021, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, DOUGLAS ERMER, PRESIDENT OF BARBER VALLEY DEVELOPMENT, INC., AN IDAHO CORPORATION, HAS IDENTIFIED TO ME TO BE THE PRESIDENT OF BARBER VALLEY DEVELOPMENT, INC., AN IDAHO CORPORATION, THAT EXECUTED THE INSTRUMENT ON THE FOREGOING, AND I HAVE EXECUTED THE INSTRUMENT ON BEHALF OF SAID CORPORATION, AND ACKNOWLEDGED TO ME THAT SUCH PERSON EXECUTED THE SAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

NOTARY PUBLIC FOR IDAHO
RESIDING AT: Boise, ID
MY COMMISSION EXPIRES: 12/31/2023



CERTIFICATE OF SURVEYOR

I, CODY M. MCCAMMON, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR LICENSED BY THE STATE OF IDAHO, AND THAT THIS PLAT AS DESCRIBED IN THE "CERTIFICATE OF OWNERS" WAS DRAWN FROM AN ACTUAL SURVEY OF THE PROPERTY AND ACCURATELY REPRESENTS THE POINTS PLATTED THEREON, AND IS IN CONFORMITY WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.



CODY M. MCCAMMON, P.L.S.

IDAHO NO. 11779

IDAHO
SURVEY
GROUP, LLC



JOB NO. 20-078
SHEET 4 OF 5

8665 W. EMERALD ST.
BOISE, IDAHO 83704
(208) 946-8070

BK 12478 18620

HAYSTACK SUBDIVISION NO. 1

APPROVAL OF ADA COUNTY HIGHWAY DISTRICT

THE FOREGOING PLAT WAS ACCEPTED AND APPROVED BY THE BOARD OF ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS ON THE 11th DAY OF MAY, 2021.



Scott Goldthorpe
PRESIDENT, ACHO

APPROVAL OF CENTRAL DISTRICT HEALTH

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 HAVE BEEN SATISFIED ACCORDING TO THE SANITARY RESTRICTIONS FILED 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.



David Paul DeHus
CENTRAL DISTRICT HEALTH

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.

James A. Peltz
BOISE CITY ENGINEER
PE # 11195
5-11-2021

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 26th DAY OF JUNE, 2021, THIS PLAT WAS DULY ACCEPTED AND APPROVED.

Deborah Beck
BOISE CITY CLERK



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.



Phil McGee
COUNTY SURVEYOR
PLS # 13553
5-13-2021

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 ALL DELINQUENT 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.



Edgar Anderson
COUNTY TREASURER
5-13-2021

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 2:10 MINUTES PAST 2 O'CLOCK P.M. ON THIS 15th DAY OF MAY, 2021.

IN BOOK 120 OF PLATS AT PAGES 18516-18518
INSTRUMENT NO. 2021-071084

Phil McGee
DEPUTY
EX-OFFICIO RECORDER



IDAHO
SURVEY
GROUP, LLC

JOB NO. 20-078
SHEET 5 OF 5

9665 W. EMERALD ST.
BOISE, IDAHO 83704
(208) 496-6000

CHANGE ORDER

(Instructions on next page)

No. 1 revised

PROJECT: **Haystack Subdivision No. 1 CID Project**

DATE OF RE-ISSUANCE – July 6, 2021

OWNER: **Barber Valley Development**

OWNER's Contract No.: **19045: CID Eligible Items**

CONTRACTOR – **Central Paving**

You are directed to make the following changes in the Contract Documents.

Description: **This Change Order is related to the addition of traffic control along E. Haystack Street per Engineer's direction to Contractor.**

Reason for Change Order: **Added permanent traffic control features at the intersection of E. Haystack Street and Old Hickory Way to correct existing signage and marking.**

Attachments: **See attached items and cost summary**

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price \$ <u>2,069,994.29</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> </u> <u>N/A</u> days
Contract Price prior to this Change Order \$ <u>2,069,994.29</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>500.00</u>	Net Increase (decrease) of the Change Order <u>N/A</u> days
Contract Price with all approved Change Orders \$ <u>2,070,494.29</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:

ACCEPTED:

By:

Contractor (Authorized Signature)

Date: 9-23-2021

Sunshine Landscape
COMMERCIAL LANDSCAPE SERVICES



Phone (208) 884-8036
Fax (208) 898-9711
Idaho License # - RCE 50957
PWL # - 041315-A-4

**Central Paving
Dallas Harris Haystack
Landscape & Irrigation**

Project Description: Upgrade Irrigation control system from conventional wire per plans to 2 wire per engineers direction

Cost Breakdown:

Material Credit	(533.61)	3- Rainbird ESP controllers
Material Upcharge	14,078.73	1- Rainbird ESP LXD and decoders, wire, etc
Labor Upcharge	4,630.78	

Total Project Cost 18,175.89

Terms:

I authorize Sunshine Landscape, Inc to perform the work in accordance with the prices, terms, and specs outlined above.

Client Signature Date



CHANGE ORDER

(Instructions on next page)

No. 2

PROJECT: **Haystack Subdivision No. 1 CID Project**

DATE OF ISSUANCE – June 23, 2021

OWNER: **Barber Valley Development**

OWNER's Contract No.: **19045: CID Eligible Items**

CONTRACTOR – Central Paving

You are directed to make the following changes in the Contract Documents.

Description: **This Change Order is related to the pressure irrigation system adjacent to all roadways. The change order centrally locates a single irrigation controller and two-wire system for compatibility with the overall pressure irrigation system at Harris Ranch.**

Reason for Change Order: **After discussion with irrigation maintenance team (Jack Davis and Servando), a larger controller and two wire system is being installed to provide a larger regional control of the Harris Ranch pressure irrigation system, which will provide for redundancy of operation, given the sensitive nature of the two-wire control system.**

Attachments: **See attached items and cost summary**

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price \$ <u>2,069,994.29</u>	Original Contract Times Substantial Completion: <u>N/A</u> Ready for final payment: days or dates
Net changes from previous Change Orders \$ <u>500.00</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>2,070,494.29</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>19,084.68</u>	Net Increase (decrease) of the Change Order <u>N/A</u> days
Contract Price with all approved Change Orders \$ <u>2,089,578.97</u>	Contract Times with all approved Change Orders Substantial Completion: <u>N/A</u> Ready for final payment: days or dates

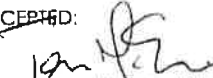


APPROVED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: 
Contractor (Authorized Signature)

Date: 9-14-2021



TERRY McENTEE, PRESIDENT
PAT McENTEE, VICE PRESIDENT

P.O. BOX 15010
5319 SOUTH APPLE
BOISE, ID 83715

PHONE (208) 338-0818

E-MAIL: INFO@CENTRALPAVING.COM
WEBSITE: www.centralpaving.com

July 6th, 2021

RiveRidge Engineering
Attn: Dave Powell P.E.
2447 S. Vista Ave
Boise, ID 83705

Re: Harris Ranch Haystack Change Order #2

Dave,

At the direction of the project owner and engineer, the sprinkler irrigation control wire was upgraded from the conventional wire shown in the plans to a two-wire system. The below costs were incurred in this requested change order.

Description	Qty	Unit	Unit Price	Total
Two Wire Irrigation Upgrade	1	LS	\$18,175.89	\$18,175.89
Central Paving Mark Up	1	LS	\$908.79	\$908.79
Total Cost of Change				\$19,084.68

Respectfully,

Kyle Terrell

Kyle Terrell
Central Paving Co.

Sunshine Landscape

COMMERCIAL LANDSCAPE SERVICES



Phone (208) 884-8036
Fax (208) 898-9711
Idaho License # - RCE 50957
PWL # - 041315-A-4

Central Paving Dallas Harris Haystack Landscape & Irrigation

Project Description: Upgrade Irrigation control system from conventional wire per plans to 2 wire per engineers direction

Cost Breakdown:

Material Credit	(533.61)	3- Rainbird ESP controllers
Material Upcharge	14,078.73	1- Rainbird ESP LXD and decoders, wire, etc
Labor Upcharge	4,630.78	

Total Project Cost 18,175.89

Terms:

I authorize Sunshine Landscape, Inc to perform the work in accordance with the prices, terms, and specs outlined above.

Client Signature Date



CHANGE ORDER

(Instructions on next page)

No. 3 REVISED

PROJECT: **Haystack Subdivision No. 1 CID Project**

DATE OF ISSUANCE – July 7, 2021

OWNER: **Barber Valley Development**

OWNER's Contract No.: **19045: CID Eligible Items**

CONTRACTOR – Central Paving

You are directed to make the following changes in the Contract Documents.

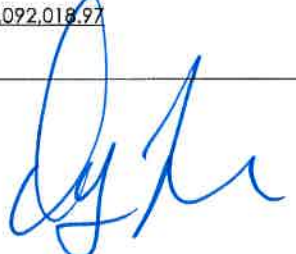
Description: **This Change Order is related to the concrete construction of the new curb, gutter and sidewalks for the project. The contractor was required to re-model the Improvements to allow for the GPS controlled placement of concrete and these costs are related thereto. In addition, there is a request to reimburse for concrete washout removal.**

Reason for Change Order: **Due to required changes to site access points due to changes to "The Timbers" project development, Pusher Construction was required to remodel these accesses to match the new access points of The Timbers. The wash out removal request is related to unauthorized use of this wash out by other entities in the immediate area while Pusher was not present.**

Attachments: **See attached items and cost summary**


CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price \$ <u>2,069,994.29</u>	Original Contract Times Substantial Completion: <u>N/A</u> Ready for final payment: days or dates
Net changes from previous Change Orders \$ <u>19,584.68</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>2,089,578.97</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>2,440.00</u>	Net Increase (decrease) of the Change Order <u>N/A</u> days
Contract Price with all approved Change Orders \$ <u>2,092,018.97</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:

ACCEPTED:

By: 
Contractor (Authorized Signature)

Date: 9-14-2021



TERRY McENTEE, PRESIDENT
PAT McENTEE, VICE PRESIDENT

P.O. BOX 15010
5319 SOUTH APPLE
BOISE, ID 83715

PHONE (208) 338-0818

E-MAIL: INFO@CENTRALPAVING.COM
WEBSITE: www.centralpaving.com

July 6th, 2021

RiveRidge Engineering
Attn: Dave Powell P.E.
2447 S. Vista Ave
Boise, ID 83705

Re: Harris Ranch Haystack Change Order #3

Dave,

Due to the project design being changed two different times during construction, Pusher Concrete incurred expenses from having to pay for their GPS model to be redesigned two different times to match the changes. The first change was made to the concrete entrances and curb/gutter on Old Hickory. And the second change was made to the concrete entrances and curb/gutter on Haystack. Not only did they have to pay for the GPS model to be redesigned, they also had man-hours on site to load the GPS model onto the equipment and check the new model to make sure it was matching the new survey stakes. These expenses totaled \$1,000.

Additionally, Pusher incurred extra costs from the removal of a concrete washout located at the northeast corner of Old Hickory and Haystack. They are requesting compensation because over the course of the project, other builders/developers in the area had their concrete crews use Pusher's concrete washout without permission. Therefore when Pusher came back to the project to complete the second phase, they found this washout overflowing with concrete waist which it was only 20% full when they last used it. Therefore to haul off this massive concrete washout, Pusher had to bring in an excavator and it ended up being 3.5 dump truck loads of concrete removal. Attached is the cost summary from Pusher for these expenses incurred totaling \$1,440.

Description	Qty	Unit	Unit Price	Total
GPS Model Redesign Costs	1	LS	\$1,000	\$1,000
Concrete Washout Removal	1	LS	\$1,440	\$1,440
Total Cost of Change				\$2,440

Respectfully,

Kyle Terrell

Kyle Terrell
Central Paving Co.

AN EQUAL EMPLOYMENT OPPORTUNITY EMPLOYER



PWL# 008813-AA-4

RCE - 31124

Fed ID 27-3922107

OR # 200015 NV # 007701 Elko City # 7278

Change Order

PROJECT:	Harris Ranch Hatstack #1		Change Order #	2
			Date:	6/11/2021
TO:	Central Paving Co. Inc.		PCI Project No:	21-436
ATTN:	Kyle		Contract Number:	
			Contract for:	\$ 338,121.10

THE CONTRACT IS CHANGED AS FOLLOWS:

ITEM #	Demo existing curb, gutter sidewalk and catch basin	QTY	Unit	Unit Price	COST
	Washout Removal				
	Transport	3	Hrs	\$ 125.00	\$ 375.00
	135 Excavator	4	Hrs	\$ 110.00	\$ 440.00
	Dump Truck	6	Hrs	\$ 85.00	\$ 510.00
	Dump Fees	1	LS	\$ 115.00	\$ 115.00
				TOTAL	\$ 1,440.00

The original contract sum.....	\$ 338,121.10
Net change by previously authorized change orders.....	\$ 2,840.00
The contract sum prior to this change order was.....	\$ 340,961.10
The contract sum will be increased by this change order in the amount of.....	\$ 1,440.00
The new contract sum including this change order will be.....	\$ 342,401.10
The contract time will be increased by.....	
The date of substantial completion as of this change order therefore is.....	

Accepted By:

Accepted By:

Contractor:

By: (Name of signer and title)

Signed: _____ Date: _____

Pusher Construction, Inc.

Randy Bernstrom President
By: (name of signer and title)

Signed: _____ Date: _____

CHANGE ORDER

(Instructions on next page)

No. 4 REVISED

PROJECT: **Haystack Subdivision No. 1 CID Project**

DATE OF ISSUANCE – July 20, 2021

OWNER: **Barber Valley Development**

OWNER's Contract No.: **19045: CID Eligible Items**

CONTRACTOR – **Central Paving**

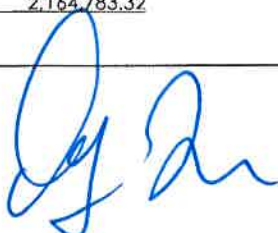
You are directed to make the following changes in the Contract Documents.

Description: **See support letter from L2 Construction, subcontractor to Central Paving, in charge of all pipe installation on the project.**

This Change Order is related to installation of a series of issues in the process of installing the piping system for the development. In all cases, RiverRidge provided coordination and direction to L2 and Central Paving in order to secure a properly constructed project. All elements have been reviewed and RiverRidge is recommending approval of this Change Order No. 4 and the increased costs as listed.

Attachments: **See attached items and cost summary**

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price \$ <u>2,069,994.29</u>	Original Contract Times Substantial Completion: <u>N/A</u> Ready for final payment: days or dates
Net changes from previous Change Orders \$ <u>22,024.68</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>2,092,018.97</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>72,764.35</u>	Net Increase (decrease) of the Change Order <u>N/A</u> days
Contract Price with all approved Change Orders \$ <u>2,164,783.32</u>	Contract Times with all approved Change Orders Substantial Completion: <u>N/A</u> Ready for final payment: days or dates

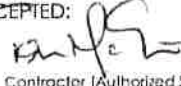


APPROVED:

By: _____
Owner (Authorized Signature)

Date:

ACCEPTED:

By: 
Contractor (Authorized Signature)

Date: 9-14-2021



To: Central Paving, Inc.

April 28, 2021

Subject: Harris Ranch – Haystack Sub No. 1

Re: RFC 01

Kyle – The following is a narrative document to support our RFC request.

Item 1 – Old Hickory Sewer – Remove & Replace Existing Storm Drain

The bid set of drawings indicates 6' of separation between the existing 18" SD and the new 8" Sewer. At Sta. 2+00 the existing SD line was within 3' of the new sewer main and continued to migrate further into the sewer alignment and was within 2' of the new sewer at Sta. 4+27 making the new sewer un-constructable as drawn. L2 had to remove the SD to install the new sewer.

Prior to re-installation of the afore mentioned SD, L2 requested survey for the previously installed SD line that was removed as part of the sewer installation. L2 began re-installing the pipe at the south end of the existing system (low point) with the survey provided and were unable to connect to the existing structure with the survey provided as the system was not installed per the plans or the survey when it was previously installed. L2 had to remove the entire system again and relay the SD at revised grades to make the system work.

We are requesting compensation for the L&E cost (1 DY) to remove and rebuild this system and the cost of the 160' of 18" Pipe we purchased to replace pipe that was damaged during the removal and replacement of this system.

Item 2 – Old Hickory Sewer – Remove & Replace Existing PIRR

The existing PIRR was removed and replaced to facilitate the shoring needed to safely install the 8" sewer.

We are requesting compensation for the L&E cost (0.50 DY) to remove and rebuild this system and the cost of the material we purchased to replace the crossing. The crossing had to be cut out and could not be removed without removing existing exterior site concrete surfaces which would have increased the cost of the work.

Item 3 - Imported Trench Backfill – Project Wide

Upon completing our installations on Old Hickory and during the transition phase to subgrade prep, the native material was deemed unstable due to it being oversaturated due to the unanticipated high groundwater conditions. Upon proceeding with excavations throughout the project, including but not limited to Old Hickory, organics and other deleterious materials were exposed during our excavations. The oversaturated native material also created issues at subgrade with "soft soils" that while they met the required densities would not support the roadways being built over the trenches. Imported Trench Backfill was supplied by CPI and placed by L2 as directed to mitigate the above issues. The breakdown of unit price for the material is as follows:

Pit Run Material - \$5.00 TN

Delivery - \$4.50 TN

Disposal of Displaced Material \$1.00 TN

Item 4 – Adjust Existing Manholes – Breakdown:

L&E – \$912.83 EA

Material - LS - \$2,991.56

The existing manholes (3 EA Wise Way/1 EA Trailwood) all required transition sections due to the lip configuration. The existing manholes are the "old style" that is no longer built in this valley.

Item 5 – Water Additional Cost Due to Unforeseen/Unanticipated/Unknown Conditions – Excessive Depth

The existing water main had depths of 10' to 12' in 8 locations. Typical bury depth is 5'. Plans and specs did not indicate these conditions where we made connections for the following items:

Fire Service – 2 EA

2" Water Service – 2 EA

2" IRR Service – 1 EA – This service was 1 of 2 added IRR services which are part of this CO below.

1" Water Service – 1 EA

1" IRR Service – 2 EA

L&E – \$14,390.29 – Includes Additional Dewatering Cost

Material – LS – \$2,716.59

Item 6 – Additional PIRR Components – 4" Main/8" Sleeves/2" Sleeves – LS – Per plan modifications.

L&E - 1 DY

Material – LS – 3,817.40

NOTE – All 6" Sleeves as called out on the plans were upsized by L2 to 8" Sleeves, 4" PIRR Main will not fit inside a 6" Sleeve. L2 pulled this material from their stock and installed it onsite at no additional cost to the project

Item 7 – Additional 2" PIRR Services

Item 8 – Removal & Relocation of Previously Installed Facilities

6" Fire Service – 1 EA

2" Water Service – 2 EA

Item 9 – Credit to RFC from Contract Items:

2 EA – Fire Hydrant Assemblies at CUP \$6,670.00 EA = (\$13,340.00)

We have provided all pipe material invoices for backup, L2 is not charging/requesting any additional cost/compensation for the pipe material other than the invoice amount.

Do not hesitate to contact us should you have any questions.

Sincerely,

Eric Bird
Vice President
Eric@I2excavation.com
Cell: 208-957-3706
Office: 208-800-0030
2817 Brandt Ave.
Nampa, ID. 83686



Handwritten signature of Eric Bird and date 7.20.21



2817 Brandt Ave
Nampa, ID 83687

Idaho State Contractor's License #RCE-38764
Idaho Public Works License #020467 - A - 4

Owner:

Project Name: Haystack 1

Address:

Submitted to: Kyle Terrell - CPI

City, State, Zip:

RFC 01

Heading	Item #	Line Item	Qty	UOM		Unit Price	Total
Remove & Replace Existing 18" SD Pipe	(1)		1	DY	@	\$ 4,918.38	\$ 4,918.38
Remove & Replace Existing 6" PIRR Crossing	(2)		1	EA	@	\$ 2,397.72	\$ 2,397.72
Imported Trench Backfill	(3)		3247	TN	@	\$ 11.03	\$ 35,818.49
Adjustment of Existing Manhole - Additional Stacking	(4)		4	EA	@	\$ 1,660.72	\$ 6,642.88
Water Main Excessive Depth	(5)		8	EA	@	\$ 2,138.36	\$ 17,106.88
Additional PIRR - 4" Main/8" Sleeves/2" Sleeves - Per Plan Mods	(6)		1	LS	@	\$ 7,510.00	\$ 7,510.00
Added 2" PIRR Service	(7)		2	EA	@	\$ 3,230.00	\$ 6,460.00
Relocate Previously Installed 2" Water Service - 2 EA & 6" Fire Service - 1 EA	(8)		3	EA	@	\$ 1,750.00	\$ 5,250.00
Credit to RFC for Contract Items	(9)		1	LS	@	\$ (13,340.00)	\$ (13,340.00)
Total							\$ 72,764.35

L² Excavation LLC

Authorized Signature

Eric Bird
Vice President

7/9/2021
Date

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. L² Excavation LLC is authorized to do the work as specified. Payment will be made as outlined above.

Authorized Signature

 7.10.21
Date

CHANGE ORDER

(Instructions on next page)

No. 5

PROJECT: **Haystack Subdivision No. 1 CID Project**

DATE OF ISSUANCE – September 10, 2021

OWNER: **Barber Valley Development**

OWNER's Contract No.: **19045: CID Eligible Items**

CONTRACTOR – **Central Paving**

You are directed to make the following changes in the Contract Documents.

Description: **See attached support letter from Central Paving that itemizes costs to obliterate and restripe bike lane along E. Warm Springs Ave per ACHD inspection requirement.**

This Change Order is required due to insufficient bike lane width following the addition of curb and gutter to the existing roadway. One half foot was taken from the vehicle travel lane and added to the bike lane to allow for 5' width within the limits of asphalt.

Attachments: **See attached Items and cost summary**

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price \$ <u>2,069,994.29</u>	Original Contract Times Substantial Completion: <u>N/A</u> Ready for final payment: _____ days or dates
Net changes from previous Change Orders \$ <u>94,789.03</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>2,164,783.32</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>2012.49</u>	Net Increase (decrease) of the Change Order _____ <u>N/A</u> days
Contract Price with all approved Change Orders \$ <u>2,166,795.81</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:

ACCEPTED:

By:


Contractor (Authorized Signature)

Date:

9-14-2021



TERRY McENTEE, PRESIDENT
PAT McENTEE, VICE PRESIDENT

P.O. BOX 15010
5319 SOUTH APPLE
BOISE, ID 83715

PHONE (208) 338-0818

E-MAIL: INFO@CENTRALPAVING.COM
WEBSITE: www.centralpaving.com

August 30th, 2021

RiveRidge Engineering
Attn: Dave Powell P.E.
2447 S. Vista Ave
Boise, ID 83705

Re: Harris Ranch Haystack Change Order #5

Dave,

ACHD requested that the bike lane on Warm Springs be obliterated and restriped since the width was not the full 5 feet that their specification requires. This change order is for the cost of Curtis Clean Sweep to do this work.

<u>Description</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
Warm Springs Obliteration and Restriping	1	LS	\$1,916.66	\$1,916.66
Contractor Administrative Expenses	1	LS	\$95.83	\$95.83
Total Cost of Change				\$2,012.49

Respectfully,

Kyle Terrell

Kyle Terrell
Central Paving Co.

Curtis Clean Sweep, Inc.
PO BOX 44112
Boise, ID 83711
(208) 343-7600

INVOICE

INVOICE #	ACCOUNT NO.
164481	3165
DATE	DUE DATE
07/30/21	08/29/21
Invoice Total:	
\$1,266.66	Paid Amt 0.00 Total Due: 1266.66

CENTRAL PAVING

PO BOX 15010
BOISE, ID 83715

Services Rendered At: CENTRAL PAVING
PO BOX 15010
BOISE ID 83715

REMIT TO: CURTIS CLEAN SWEEP, INC.

DATE	DESCRIPTION	AMOUNT
07/21/21	HAYSTACK SUB NO 1 - OBLITERATION REMOVE BIKE LANE AS NEEDED 1 LS @ \$1266.66	1,266.66
		Sub Total: 1,266.66 Tax: 0.00 Invoice Total: \$1,266.66

Message:

OUR TERMS ARE NET 30 DAYS
PAST DUE BALANCES WILL BE SUBJECT TO A FINANCE
CHARGE OF 1.5% PER MONTH ON ANY AMOUNT PAST DUE.

**PLEASE INCLUDE INVOICE NUMBER 164481
WITH YOUR PAYMENT TO ENSURE IT GETS APPLIED CORRECTLY.**

Curtis Clean Sweep, Inc.
PO BOX 44112
Boise, ID 83711
(208) 343-7600

INVOICE

INVOICE #	ACCOUNT NO.
164482	3165
DATE	DUE DATE
07/30/21	08/29/21
Invoice Total:	
Paid Amt	0.00
\$650.00	Total Due: 650.00

CENTRAL PAVING
PO BOX 15010
BOISE, ID 83715

Services Rendered At: CENTRAL PAVING
PO BOX 15010
BOISE ID 83715

REMIT TO: CURTIS CLEAN SWEEP, INC.

DATE	DESCRIPTION	AMOUNT
07/21/21	HAYSTACK SUB NO 1 - PAV MARKINGS CO - REPLACE BIKE LANE AS NEEDED 1 LS @ \$650.00	650.00
		Sub Total: 650.00
		Tax: 0.00
		Invoice Total: \$650.00

Message:

OUR TERMS ARE NET 30 DAYS
PAST DUE BALANCES WILL BE SUBJECT TO A FINANCE
CHARGE OF 1.5% PER MONTH ON ANY AMOUNT PAST DUE.
PLEASE INCLUDE INVOICE NUMBER 164482
WITH YOUR PAYMENT TO ENSURE IT GETS APPLIED CORRECTLY.

HAYSTACK SUBDIVISION NO. 1 - SW12 AND SW13
CONTRACTOR PAYMENT REQUEST EVALUATION AND EXPLANATION OF ITEMS

September 10, 2021



ITEM	ITEM EXPANATION	
1 - 4	Mobilization, Demobilization, Bonds and Insurance considered eligible for reimbursement	\$ 74,401.00
5	Since all clearing and grubbing was related to overlot areas, this item is not eligible for reimbursement	
6 - 23	All items are related to the construction of roadways and are considered CID Eligible for reimbursement	\$ 990,412.50
24 - 36	All items are related to the installation of the Suez Water distribution system, which have been denied for reimbursement by City of Boise.	
37 - 38, 41 & 44	Items related to the installation of the Boise City Sanitary Sewer collection system and are considered to be eligible for reimbursement	\$ 37,544.00
39 - 40	Items related to the extension of sanitary sewer services to individual homes, which are not eligible for reimbursement	
42 - 43	Items related to the extension of domestic water services to individual homes, which are not eligible for reimbursement	
45 - 52	All items are related to the installation of the roadway storm water collection system and are considered eligible for reimbursement.	\$ 149,462.80
53 - 56	All items related to the project SWPPP and continuous management are considered to be eligible for reimbursement	\$ 14,226.00
57 - 62	All items are related to the installation of the private pressure irrigation system and are not eligible for reimbursement	
63 - 70	All items are related to project landscaping and street amenities and have been denied for reimbursement by City of Boise.	
71 - 78	All items are related to the installation of roadway traffic control and street lighting and are all considered eligible for reimbursement.	\$ 102,760.00
Change Order No. 1	Change Order 1 is for the addition of traffic control within the public roadway section and is considered eligible for reimbursement	\$ 500.00
Change Order No. 2	Change Order 2 is related to the private irrigation system and is not eligible for reimbursement	
Change Order No. 3	Change Order 3 are miscellaneous items considered not to be eligible for reimbursement	
Change Order No. 4	Change Order 4 is related to unforeseen construction elements related to the installation of the sanitary sewer and domestic water systems and impacts to existing storm drainage system. All items related to the domestic water installation are considered to not be eligible for reimbursement. All elements related to the installation of the sanitary sewer and replacmeent of the storm drain system are considered to be eligible for reimbursement. See attached Change Order for my mark-up.	\$ 29,470.50
Change Order No. 5	Change Order 5 is related to pavement marking for the E. Warm Springs Bike Lane that was deemed by ACHD to too narrow and is considered to be eleigible for reimbursement	\$ 2,012.49
TOTAL AMOUNT RECOMMENDED FOR CID REIMBURSEMENT		\$ 1,400,789.29

AIA Document G732 2 09

Application and Certification for Payment, Construction Manager as Adviser Edition

BARBER VALLEY DEVELOPMENT		APPLICATION NO: 10	000	DISTRIBUTION TO:
		PERIOD TO: 10-31-2021		OWNER
		CONTRACT DATE:		CONSTRUCTION MANAGER
		COMMITMENT NO:		ARCHITECT
				CONTRACTOR
				FIELD

FROM CONTRACTOR: CENTRAL PAVING CO., INC
 Contact: Terry McEntee
 CONTRACT FOR: Harris Ranch - Haystack -19045

VIA CONSTRUCTION MANAGER(S):

CONTRACTOR: Central Paving Co., Inc

1 ORIGINAL CONTRACT SUM..... 2,069,994.29

2 NET CHANGES IN THE WORK..... 96,801.52

3 CONTRACT SUM TO DATE (Line 1 + 2)..... 2,166,741.81

4 TOTAL COMPLETED AND STORED TO DATE (Column I on G703)..... 2,166,741.81

5 RETAINAGE:

a. 5% % of Completed Work (Column F + G on G703) = 108,337.09

b. 5% % of Stored Material (Column H on G703) =

Total Retainage (Lines 5a + 5b, or Total in Column L on G703) = 108,337.09

6. TOTAL EARNED LESS RETAINAGE..... 2,166,741.81

(Lines 4 minus Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT..... 2,160,567.81

(Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE..... 5,865.30

9. BALANCE TO FINISH, INCLUDING RETAINAGE..... 104,698.87

(Line 3 minus Line 6)

10. BALANCE TO FINISH, EXCLUDING RETAINAGE..... 0.00

(Column K from G703)

☒ Check here for request to release retainage.

*Change order 4 for \$72,764.25 was paid in full no retention was withheld Retention is based on \$2,093,975.56

SUMMARY OF CHANGES IN THE WORK	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this month including Construction Change Directives		
TOTAL	-	-
NET CHANGES IN THE WORK		

By: R. Stuckler Date: 11-8-2021

State of: IDAHO

County of: ADA

Subscribed and sworn to before me this 8th day of November 2021

Notary Public Joan Nommon

My Commission Expires 5/31/2024

JOAN NOMMON
 PUBLIC NOTARY
 STATE OF IDAHO
 Commission No. 6368

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on evaluations of the Work and in reliance upon this application, the Construction Manager(s) certify to the Owner that to the best of their 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..... 110,564.17

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

By: David Powell Date: 11/9/21

CONSTRUCTION MANAGER

By: _____ Date: _____

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

INCLUDES
 RETENTION
 RELEASE

Harris Ranch Haystack

Pay Estimate #10

Date 11/8/2021
Pay Estimate No. 10

Contractor - Central Paving

Contractor - Central Paving										
Client Bid #	Description	Bid Quantity	Units	Unit Price	Total	Quantities		Payments		Current w/Retention
						Previous	Current	Previous	Current	
Harris Ranch Haystack										
1	Mobilization	1	LS	52000.00	\$ 52,000.00	1.00		1.00	\$ 52,000.00	\$ -
2	Demobilization	1	LS	4900.00	\$ 4,900.00	1.00		1.00	\$ 4,900.00	\$ -
3	Bonds	1	LS	17500.00	\$ 17,500.00	1.00		1.00	\$ 17,500.00	\$ -
4	Insurance	1	LS	1.00	\$ 1.00	-		-	\$ 1.00	\$ -
General Site Work										
5	Clear & Grub	5.55	AC	2300.00	\$ 12,765.00	5.55		5.55	\$ 12,765.00	\$ 0.00
6	Site Structural Fill	12687	CY	16.80	\$ 213,141.60	12,687.00			\$ 213,141.60	\$ -
7	Project Dewatering	1	LS	3500.00	\$ 3,500.00	1.00		1.00	\$ 3,500.00	\$ -
8	Tackifier	2	AC	2200.00	\$ 4,400.00	-		-	\$ -	\$ -
9	Excavation to Subgrade	2127	CY	18.20	\$ 38,711.40	2,127.00			\$ 38,711.40	\$ -
10	Traffic Control	1	LS	5400.00	\$ 5,400.00	1.00		1.00	\$ 5,400.00	\$ -
11	Construction Surveying	1	LS	1000.00	\$ 1,000.00	-		-	\$ -	\$ -
Roads										
12	Road & Sidewalk Subgrade Compact & Prep	17339	SY	1.25	\$ 21,673.75	17,339.00			\$ 21,673.75	\$ -
13	6" Minus Uncrushed Aggregate Subbase (Imported)	4064	CY	26.20	\$ 106,476.80	4,064.00			\$ 106,476.80	\$ -
14	3/4" Minus Crushed Aggregate Base Coarse	1800	CY	50.00	\$ 90,000.00	1,800.00			\$ 90,000.00	\$ -
15	2-1/2" Asphalt Concrete	8902	SY	11.90	\$ 105,933.80	8,902.00			\$ 105,933.80	\$ -
16	5" Asphalt Concrete (Two Lift Placement per ACHD)	696	SY	28.40	\$ 19,766.40	696.00			\$ 19,766.40	\$ -
17	Type "p" Asphalt Repair	286	SY	48.80	\$ 13,956.80	286.00			\$ 13,956.80	\$ -
18	Saw Cut Existing Asphalt	1755	LF	1.25	\$ 2,193.75	1,755.00			\$ 2,193.75	\$ -
19	Standard 6" Vertical Curb and Gutter and Base Course	5493	LF	17.90	\$ 98,324.70	5,493.00			\$ 98,324.70	\$ -
20	6" Wide Concrete Sidewalk and Base Course	1897	SY	43.00	\$ 81,571.00	1,897.00			\$ 81,571.00	\$ -
21	15" Wide Concrete Sidewalk and Base Course	3390	SY	42.00	\$ 142,380.00	3,390.00			\$ 142,380.00	\$ -
22	Concrete Pedestrian Ramps	250	SY	133.00	\$ 33,250.00	250.00			\$ 33,250.00	\$ 2,074.80
23	Concrete Entrances	175	SY	49.90	\$ 8,732.50	175.00			\$ 8,732.50	\$ 3,790.50
Water										
24	Install new 1" water service and meter setting	3	EA	1700.00	\$ 5,100.00	3.00			\$ 5,100.00	\$ -
25	8" PVC Water Main	640	LF	35.40	\$ 22,656.00	640.00			\$ 22,656.00	\$ -
26	6" PVC Water Main	105	LF	191.00	\$ 20,055.00	105.00			\$ 20,055.00	\$ -
27	6" x 2" Blowoff Assembly	1	EA	1500.00	\$ 1,500.00	1.00			\$ 1,500.00	\$ -
28	3/4" Water Service	1	EA	1.00	\$ 1.00	-			\$ -	\$ -
29	1" Irrigation Service	3	EA	1700.00	\$ 5,100.00	3.00			\$ 5,100.00	\$ -
30	2" Water Service with 1-2 Inch Setting	11	EA	3700.00	\$ 40,700.00	11.00			\$ 40,700.00	\$ -
31	6" Fire Service with Valve & Blowoff	11	EA	4300.00	\$ 47,300.00	11.00			\$ 47,300.00	\$ -
32	6" Fire hydrant Assembly	5	EA	7200.00	\$ 36,000.00	5.00			\$ 36,000.00	\$ -
33	Lower 6" Main Below Existing Non-Potable Main	4	EA	4700.00	\$ 18,800.00	4.00			\$ 18,800.00	\$ -

ADDED CONCRETE NW INTERSECTION HAYSTACK ST. & WISE WAY.

34	Hot Tap Connection to Existing 2" PVC Main	2	EA	1900.00	\$ 3,800.00	2.00	\$ 3,800.00	\$ -	\$ -
35	Hot Tap Connection to Existing 16" DI Main	12	EA	1900.00	\$ 22,800.00	12.00	\$ 22,800.00	\$ -	\$ -
36	Adjust Existing Water Valve to finished grade	1	LS	1300.00	\$ 1,300.00	1.00	\$ 1,300.00	\$ -	\$ -
Sewer									
37	Connect to New 8" Main to Existing Sewer Manhole	1	EA	7000.00	\$ 7,000.00	1.00	\$ 7,000.00	\$ -	\$ 0.00
38	8" SDR35, PVC Sewer Main	327	LF	72.00	\$ 23,544.00	327.00	\$ 23,544.00	\$ -	\$ -
39	4" SDR35, PVC Sewer Service	102	LF	74.10	\$ 7,588.20	102.00	\$ 7,588.20	\$ -	\$ -
40	6" SDR35, PVC Sewer Service	515	LF	78.10	\$ 40,271.50	515.00	\$ 40,271.50	\$ -	\$ -
41	48" Standard Sanitary Sewer Manhole	1	EA	3800.00	\$ 3,800.00	1.00	\$ 3,800.00	\$ -	\$ -
42	Connect New Service to Exist. Main (Insert-a-Tee Connection)	7	EA	1400.00	\$ 9,800.00	7.00	\$ 9,800.00	\$ -	\$ -
43	Connect New Service to Exist. Main (Cut Exist. Main & Install Tee)	3	EA	3100.00	\$ 9,300.00	3.00	\$ 9,300.00	\$ -	\$ -
44	Adjust Sewer Manhole to Grade	1	LS	3200.00	\$ 3,200.00	1.00	\$ 3,200.00	\$ -	\$ -
Storm Drain									
45	12" PVC C-900 Storm Drain Pipe	825	LF	48.40	\$ 39,930.00	825.00	\$ 39,930.00	\$ -	\$ 51,544.00
46	18" PVC C-900 Storm Drain Pipe	512	LF	69.40	\$ 35,532.80	512.00	\$ 35,532.80	\$ -	\$ -
47	Connect to Existing 18" C-900 Storm Drain Pipe	2	EA	1300.00	\$ 2,600.00	2.00	\$ 2,600.00	\$ -	\$ -
48	Type I Catch Basin	19	EA	1300.00	\$ 24,700.00	19.00	\$ 24,700.00	\$ -	\$ -
49	48" Standard Storm Drain Manhole	5	EA	3300.00	\$ 16,500.00	5.00	\$ 16,500.00	\$ -	\$ -
50	Wise Way Dual Pipe Storm Drain Manhole	2	EA	7400.00	\$ 14,800.00	2.00	\$ 14,800.00	\$ -	\$ -
51	Core Drill & Connect New Pipe to Existing Manhole/Inlet	7	EA	1800.00	\$ 12,600.00	7.00	\$ 12,600.00	\$ -	\$ -
52	Adjust Storm Drain Manhole to Grade	1	LS	2800.00	\$ 2,800.00	1.00	\$ 2,800.00	\$ -	\$ -
SWPPP									
53	Prepare and File SWPPP, NOI, ACHD ESC Plan	1	LS	1800.00	\$ 1,800.00	1.00	\$ 1,800.00	\$ -	\$ 149,472.00
54	Install all BMPs Prior to Construction	1	LS	9900.00	\$ 9,900.00	1.00	\$ 9,900.00	\$ -	\$ -
55	Continuously Inspect and Maintain BMP's	1	LS	1700.00	\$ 1,700.00	1.00	\$ 1,700.00	\$ -	\$ -
56	Final Site Inspection and File ENOT	1	LS	826.00	\$ 826.00	-	\$ -	\$ -	\$ -
Irrigation									
57	4" Irrigation Main & Fittings	35	LF	43.60	\$ 1,526.00	35.00	\$ 1,526.00	\$ -	\$ -
58	4" Gate Valve	2	EA	736.00	\$ 1,472.00	2.00	\$ 1,472.00	\$ -	\$ -
59	Connect to Existing System	1	LS	639.00	\$ 639.00	1.00	\$ 639.00	\$ -	\$ -
60	Main Line Drain	1	EA	1100.00	\$ 1,100.00	1.00	\$ 1,100.00	\$ -	\$ -
61	Complete Fine Irrigation Design and Installation	1	LS	50700.00	\$ 50,700.00	1.00	\$ 50,700.00	\$ -	\$ -
62	Irrigation Sleeving	1	LS	6400.00	\$ 6,400.00	1.00	\$ 6,400.00	\$ -	\$ -
Landscaping									
63	Amended Topsoil	1130	CY	27.50	\$ 31,075.00	1,130.00	\$ 31,075.00	\$ -	\$ 0.00
64	Lawn	33179	SF	0.51	\$ 16,921.29	33,179.00	\$ 16,921.29	\$ -	\$ -
65	Trees	86	EA	743.00	\$ 63,898.00	86.00	\$ 63,898.00	\$ -	\$ -
66	Flowering plants in Planter Pots	1	LS	7100.00	\$ 7,100.00	1.00	\$ 7,100.00	\$ -	\$ -
67	Trash Receptical	11	EA	1900.00	\$ 20,900.00	11.00	\$ 20,900.00	\$ -	\$ -
68	Benches	11	EA	3300.00	\$ 36,300.00	11.00	\$ 36,300.00	\$ -	\$ -
69	Planter Pots	22	EA	2100.00	\$ 46,200.00	22.00	\$ 46,200.00	\$ -	\$ -
70	Tree Grates	22	EA	5100.00	\$ 112,200.00	22.00	\$ 112,200.00	\$ -	\$ -
Street Signs and Lighting									
71	Street Signs	1	LS	10400.00	\$ 10,400.00	1.00	\$ 10,400.00	\$ -	\$ -

72	Removal of Existing Type II & III Barricades	1	LS	1600.00	\$ 1,600.00	1.00	1.00	\$ 1,600.00	\$ -	\$ -
73	Street Lights - 25 ft Pole with Class A Fixture	2	EA	5700.00	\$ 11,400.00	2.00	2.00	\$ 11,400.00	\$ -	\$ -
74	Street Lights - 30 ft Pole with Class B Fixture	5	EA	7000.00	\$ 35,000.00	5.00	5.00	\$ 35,000.00	\$ -	\$ -
75	Street Light Electrical Conduit & Wire	1	LS	36000.00	\$ 36,000.00	1.00	1.00	\$ 36,000.00	\$ -	\$ -
76	Powder Coat Street Signs & Poles	1	LS	2800.00	\$ 2,800.00	1.00	1.00	\$ 2,800.00	\$ -	\$ -
77	Pavement Striping and Symbols	1	LS	4700.00	\$ 4,700.00	1.00	1.00	\$ 4,700.00	\$ -	\$ -
78	Obliterate Existing Pavement Stripe	400	LF	2.15	\$ 860.00	400.00	400.00	\$ 860.00	\$ -	\$ 102,160.00
	Change Order #1				\$ -	-	-	\$ -	\$ -	\$ -
79	Install Additional Stop Bars	1	LS	500.00	\$ 500.00	1.00	1.00	\$ 500.00	\$ -	\$ 500.00
	Change Order #2									
80	Two Wire Up-Grade, Landscape Sprinklers	1	LS	\$ 18,175.89	\$ 18,175.89	1.00	1.00	\$ 18,175.89	\$ -	\$ 0.00
81	Contractor Markup	1	LS	\$ 908.79	\$ 908.79	1.00	1.00	\$ 908.79	\$ -	\$ 0.00
	Change Order #3									
82	Concrete Washout Removal	1	LS	\$ 1,440.00	\$ 1,440.00	1.00	1.00	\$ 1,440.00	\$ -	\$ 0.00
83	GPS Model Modifications Do to Design Changes	1	LS	\$ 1,000.00	\$ 1,000.00	1.00	1.00	\$ 1,000.00	\$ -	\$ 0.00
	Change Order #4									
84	Pipe Modifications and Additional Work	1	LS	\$ 72,764.35	\$ 72,764.35	1.00	1.00	\$ 72,764.35	\$ -	\$ 29,470.50
	Change Order #5									
85	Warm Springs Bike Lane Obliteration and Restriping	1	LS	\$ 1,916.66	\$ 1,916.66	1.00	1.00	\$ 1,916.66	\$ -	\$ -
86	Contractor Markup	1	LS	\$ 95.83	\$ 95.83	1.00	1.00	\$ 95.83	\$ -	\$ 2012.49
					\$ -	-	-	\$ -	\$ -	\$ -
				Total Contract				Previous Payment (no retention)	Payment This Est (w/o Retention)	Payment This Estimate (w/ Retention)
								\$ 2,160,567.81	\$ 6,174.00	\$ 5,865.30

TOTAL CID REIMBURSEMENT
= \$ 1,400,789.29


2.1.22

CHANGE ORDER

(Instructions on next page)

No. 4 REVISED

PROJECT: **Haystack Subdivision No. 1 CID Project**

DATE OF ISSUANCE – July 20, 2021

OWNER: **Barber Valley Development**

OWNER's Contract No.: **19045: CID Eligible Items**

CONTRACTOR – **Central Paving**

You are directed to make the following changes in the Contract Documents.

Description: **See support letter from L2 Construction, subcontractor to Central Paving, in charge of all pipe installation on the project.**

This Change Order is related to installation of a series of issues in the process of installing the piping system for the development. In all cases, RiveRidge provided coordination and direction to L2 and Central Paving in order to secure a properly constructed project. All elements have been reviewed and RiveRidge is recommending approval of this Change Order No. 4 and the increased costs as listed.

Attachments: **See attached Items and cost summary**

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price \$ <u>2,069,994.29</u>	Original Contract Times Substantial Completion: <u>N/A</u> Ready for final payment: days or dates
Net changes from previous Change Orders \$ <u>22,024.68</u>	Net changes from previous change Orders No. __ to No. <u>N/A</u> days
Contract Price prior to this Change Order \$ <u>2,092,018.97</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>72,764.35</u>	Net Increase (decrease) of the Change Order <u>N/A</u> days
Contract Price with all approved Change Orders \$ <u>2,164,783.32</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:

ACCEPTED:

By: _____
Contractor (Authorized Signature)

Date:



To: Central Paving, Inc.

April 28, 2021

Subject: Harris Ranch – Haystack Sub No. 1

Re: RFC 01

Kyle – The following is a narrative document to support our RFC request.

Item 1 – Old Hickory Sewer – Remove & Replace Existing Storm Drain

The bid set of drawings indicates 6' of separation between the existing 18" SD and the new 8" Sewer. At Sta. 2+00 the existing SD line was within 3' of the new sewer main and continued to migrate further into the sewer alignment and was within 2' of the new sewer at Sta. 4+27 making the new sewer un-constructable as drawn. L2 had to remove the SD to install the new sewer.

Prior to re-installation of the afore mentioned SD, L2 requested survey for the previously installed SD line that was removed as part of the sewer installation. L2 began re-installing the pipe at the south end of the existing system (low point) with the survey provided and were unable to connect to the existing structure with the survey provided as the system was not installed per the plans or the survey when it was previously installed. L2 had to remove the entire system again and relay the SD at revised grades to make the system work.

We are requesting compensation for the L&E cost (1 DY) to remove and rebuild this system and the cost of the 160' of 18" Pipe we purchased to replace pipe that was damaged during the removal and replacement of this system.

Item 2 – Old Hickory Sewer – Remove & Replace Existing PIRR

The existing PIRR was removed and replaced to facilitate the shoring needed to safely install the 8" sewer.

We are requesting compensation for the L&E cost (0.50 DY) to remove and rebuild this system and the cost of the material we purchased to replace the crossing. The crossing had to be cut out and could not be removed without removing existing exterior site concrete surfaces which would have increased the cost of the work.

Item 3 - Imported Trench Backfill – Project Wide

Upon completing our installations on Old Hickory and during the transition phase to subgrade prep, the native material was deemed unstable due to it being oversaturated due to the unanticipated high groundwater conditions. Upon proceeding with excavations throughout the project, including but not limited to Old Hickory, organics and other deleterious materials were exposed during our excavations. The oversaturated native material also created issues at subgrade with "soft soils" that while they met the required densities would not support the roadways being built over the trenches. Imported Trench Backfill was supplied by CPI and placed by L2 as directed to mitigate the above issues. The breakdown of unit price for the material is as follows:

Pit Run Material - \$5.00 TN

Delivery - \$4.50 TN

Disposal of Displaced Material \$1.00 TN

Item 4 – Adjust Existing Manholes – Breakdown:

L&E – \$912.83 EA

Material - LS - \$2,991.56

The existing manholes (3 EA Wise Way/1 EA Trailwood) all required transition sections due to the lip configuration. The existing manholes are the "old style" that is no longer built in this valley.

Item 5 – Water Additional Cost Due to Unforeseen/Unanticipated/Unknown Conditions – Excessive Depth

The existing water main had depths of 10' to 12' in 8 locations. Typical bury depth is 5'. Plans and specs did not indicate these conditions where we made connections for the following items:

Fire Service – 2 EA

2" Water Service – 2 EA

2" IRR Service – 1 EA – This service was 1 of 2 added IRR services which are part of this CO below.

1" Water Service – 1 EA

1" IRR Service – 2 EA

L&E – \$14,390.29 – Includes Additional Dewatering Cost

Material – LS – \$2,716.59

Item 6 – Additional PIRR Components – 4" Main/8" Sleeves/2" Sleeves – LS – Per plan modifications.

L&E - 1 DY

Material – LS – 3,817.40

NOTE – All 6" Sleeves as called out on the plans were upsized by L2 to 8" Sleeves, 4" PIRR Main will not fit inside a 6" Sleeve. L2 pulled this material from their stock and installed it onsite at no additional cost to the project

Item 7 – Additional 2" PIRR Services

Item 8 – Removal & Relocation of Previously Installed Facilities

6" Fire Service – 1 EA

2" Water Service – 2 EA

Item 9 – Credit to RFC from Contract Items:

2 EA – Fire Hydrant Assemblies at CUP \$6,670.00 EA = (\$13,340.00)

We have provided all pipe material invoices for backup, L2 is not charging/requesting any additional cost/compensation for the pipe material other than the invoice amount.

Do not hesitate to contact us should you have any questions.

Sincerely,

Eric Bird
Vice President
Eric@l2excavation.com
Cell: 208-957-3706
Office: 208-800-0030
2817 Brandt Ave.
Nampa, ID. 83686

A handwritten signature in blue ink, followed by the date "2.20.21" written vertically.



2817 Brandt Ave
Nampa, ID 83687

Idaho State Contractor's License #RCE-38764
Idaho Public Works License #020467 - A - 4

Owner:

Project Name: Haystack 1

Address:

Submitted to: Kyle Terrell - CPI

City, State, Zip:

RFC 01

Heading	Item #	Line Item	Qty	UOM		Unit Price	Total
Remove & Replace Existing 18" SD Pipe	(1)		1	DY	@	\$ 4,918.38	\$ 4,918.38
Remove & Replace Existing 6" PIRR Crossing	(2)		1	EA	@	\$ 2,397.72	\$ 2,397.72
Imported Trench Backfill <i>Assume 50% gravel</i>	(3)		3247	TN	@	\$ 11.03	\$ 35,818.49
Adjustment of Existing Manhole - Additional Stacking	(4)		4	EA	@	\$ 1,660.72	\$ 6,642.88
Water Main Excessive Depth	(5)		8	EA	@	\$ 2,138.36	\$ 17,106.88
Additional PIRR - 4" Main/6" Sleeves/2" Sleeves - Per Plan Mods	(6)		1	LS	@	\$ 7,510.00	\$ 7,510.00
Added 2" PIRR Service	(7)		2	EA	@	\$ 3,230.00	\$ 6,460.00
Relocate Previously Installed 2" Water Service - 2 EA & 6" Fire Service - 1 EA	(8)		3	EA	@	\$ 1,750.00	\$ 5,250.00
Credit to RFC for Contract Items	(9)		1	LS	@	\$ (13,340.00)	\$ (13,340.00)
Total							\$ 72,764.35

L² Excavation LLC

Authorized Signature

Eric Bird
Vice President

7/9/2021
Date

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. L² Excavation LLC is authorized to do the work as specified. Payment will be made as outlined above.

Authorized Signature

[Signature]
Date 7.10.21

\$ 28,470.50
2.1.22

Central Paving
Haystack Subdivision No. 1 (SW 12 & 13)

Invoice Date	Application No.	Amount Billed	Check Number	Date Paid	Amount Paid
12/25/2020	1	\$ 155,676.50	6327	12/28/2020	\$ 155,676.50
1/31/2021	2	\$ 323,818.64	6342	2/11/2021	\$ 323,818.64
2/25/2021	3	\$ 271,425.90	6316	4/12/2021	\$ 271,425.90
3/31/2021	4	\$ 456,187.29	6333	5/12/2021	\$ 456,187.29
4/30/2021	5	\$ 239,487.40	6386	6/8/2021	\$ 239,487.40
5/27/2021	6	\$ 211,026.02	6422	7/13/2021	\$ 211,026.02
7/20/2021	CO 4	\$ 72,764.35	6424	7/21/2021	\$ 72,764.35
6/30/2021	7	\$ 216,136.40	6450	8/17/2021	\$ 216,136.40
7/31/2021	8	\$ 27,592.45	6463	9/8/2021	\$ 27,592.45
8/31/2021	9	\$ 82,062.69	7005	10/13/2021	\$ 82,062.69
10/31/2021	10	\$ 110,564.17	8056	12/13/2021	\$ 110,564.17
		\$ 2,166,741.81			\$ 2,166,741.81
Adjustments:*		\$ 765,952.52			\$ 765,952.52
Total:		\$ 1,400,789.29			\$ 1,400,789.29

*See 6E for details

AIA Document G732 2 09

Application and Certification for Payment, Construction Manager as Adviser Edition

FROM BARBER VALLEY DEVELOPMENT		APPLICATION NO: 000 1 CID		DISTRIBUTION TO: OWNER CONSTRUCTION MANAGER ARCHITECT CONTRACTOR FIELD	
CONTRACTOR: CENTRAL PAVING CO., INC		PERIOD TO: 12/25/2020			
VIA CONSTRUCTION MANAGER(S):		CONTRACT DATE:			
Contact: Terry McEntee Contract: Harris Road - Hayslack 19045		COMMITMENT NO:			

CONTRACTOR'S APPLICATION FOR PAYMENT
Application is made for payment, as shown below, in connection with the Contract AIA Document G703, Continuation Sheet Equivalent, is attached.

1. ORIGINAL CONTRACT SUM.....	2,069,994.29 -
2. NET CHANGES IN THE WORK.....	-
3. CONTRACT SUM TO DATE (Line 1 + 2).....	2,069,994.29 -
4. TOTAL COMPLETED AND STORED TO DATE (Column I on G703).....	163,870
5. RETAINAGE:	
a. 5% of Completed Work (Column F + G on G703) 163,870 -) = 8,193.50	-
b. 5% of Stored Material (Column H on G703) -) = -	-
Total Retainage (Lines 5a + 5b, or Total in Column L on G703)	8,193.50
6. TOTAL EARNED LESS RETAINAGE.....	155,676.50
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT.....	-
(Line 6 from prior Certificate)	155,676.50
8. CURRENT PAYMENT DUE.....	-
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 minus Line 6)	1,906,124.29 -
10. BALANCE TO FINISH, EXCLUDING RETAINAGE (Column K from G703)	1,897,930.79 -

☐ Check here for request to release retainage.

SUMMARY OF CHANGES IN THE WORK	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this month including Construction Change Directives		
TOTAL	-	-
NET CHANGES IN THE WORK		-

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 of Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Central Paving Co., Inc.

By: Rebecca Strickland Date: 1/6/2021

State of: IDAHO
County of: ADA
Subscribed and sworn to before me
this 6th day of January 2021
Notary Public:
My Commission expires: 5/30/2020



CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on evaluations of the Work and the data contained in this application, the Construction Manager(s) certify to the Owner that to the best of their knowledge and belief the 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..... 155,676.50

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

CONSTRUCTION MANAGER
By: [Signature] Date: 1/8/20

CONSTRUCTION MANAGER

By: _____ Date: _____
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.

Handwritten initials

Harris Ranch Haystack

Pay Estimate #1

Contractor - Central Paving

Date 12/25/2020
Pay Estimate No. 1

Contractor - Central Paving		Client Bid #	Description	Bid Quantity	Units	Unit Price	Total	Quantities			Payments		
								Previous	Current	Total	Previous	Current	Current w/Retention
Harris Ranch Haystack													
1			Mobilization	1	LS	52000.00	\$ 52,000.00			0.60	\$ -	\$ 31,200.00	\$ 29,640.00
2			Demobilization	1	LS	4900.00	\$ 4,900.00			-	\$ -	\$ -	-
3			Bonds	1	LS	17500.00	\$ 17,500.00			1.00	\$ -	\$ 17,500.00	\$ 16,625.00
4			Insurance	1	LS	1.00	\$ 1.00			-	\$ -	\$ -	-
General Site Work													
5			Clear & Grub	5.55	AC	2300.00	\$ 12,765.00					\$ 11,500.00	\$ 10,925.00
6			Site Structural Fill	12687	CY	16.80	\$ 213,141.60			5,000.00	\$ -	\$ 84,000.00	\$ 79,800.00
7			Project Dewatering	1	LS	3500.00	\$ 3,500.00			-	\$ -	\$ -	-
8			Tackifier	2	AC	2200.00	\$ 4,400.00			-	\$ -	\$ -	-
9			Excavation to Subgrade	2127	CY	18.20	\$ 38,711.40			200.00	\$ -	\$ 3,640.00	\$ 3,458.00
10			Traffic Control	1	LS	5400.00	\$ 5,400.00			0.20	\$ -	\$ 1,080.00	\$ 1,026.00
11			Construction Surveying	1	LS	1000.00	\$ 1,000.00			-	\$ -	\$ -	-
Roads													
12			Road & Sidewalk Subgrade Compact & Prep	17339	SY	1.25	\$ 21,673.75			2,500.00	\$ -	\$ 3,125.00	\$ 2,968.75
13			6" Minus Uncrushed Aggregate Subbase (Imported)	4064	CY	26.20	\$ 106,476.80			-	\$ -	\$ -	-
14			3/4" Minus Crushed Aggregate Base Course	1800	CY	50.00	\$ 90,000.00			-	\$ -	\$ -	-
15			2-1/2" Asphalt Concrete	8902	SY	11.90	\$ 105,933.80			-	\$ -	\$ -	-
16			5" Asphalt Concrete (Two Lift Placement per ACHD)	696	SY	28.40	\$ 19,766.40			-	\$ -	\$ -	-
17			Type "B" Asphalt Repair	286	SY	48.80	\$ 13,956.80			-	\$ -	\$ -	-
18			Saw Cut Existing Asphalt	1755	LF	1.25	\$ 2,193.75			100.00	\$ -	\$ 125.00	\$ 118.75
19			Standard 6" Vertical Curb and Gutter and Base Course	5493	LF	17.90	\$ 98,324.70			-	\$ -	\$ -	-
20			6" Wide Concrete Sidewalk and Base Course	1897	SY	43.00	\$ 81,571.00			-	\$ -	\$ -	-
21			15" Wide Concrete Sidewalk and Base Course	3390	SY	42.00	\$ 142,380.00			-	\$ -	\$ -	-
22			Concrete Pedestrian Ramps	250	SY	133.00	\$ 33,250.00			-	\$ -	\$ -	-
23			Concrete Entrances	175	SY	49.90	\$ 8,732.50			-	\$ -	\$ -	-
Water													
24			Install new 1" water service and meter setting	3	EA	1700.00	\$ 5,100.00			-	\$ -	\$ -	-
25			8" PVC Water Main	640	LF	35.40	\$ 22,656.00			-	\$ -	\$ -	-
26			6" PVC Water Main	105	LF	191.00	\$ 20,055.00			-	\$ -	\$ -	-
27			6" x 2" Blowoff Assembly	1	EA	1500.00	\$ 1,500.00			-	\$ -	\$ -	-
28			3/4" Water Service	1	EA	1.00	\$ 1.00			-	\$ -	\$ -	-
29			1" Irrigation Service	3	EA	1700.00	\$ 5,100.00			-	\$ -	\$ -	-
30			1" Water Service with 1-2 Inch Setting	11	EA	3700.00	\$ 40,700.00			-	\$ -	\$ -	-
31			6" Fire Service With Valve & Blowoff	11	EA	4300.00	\$ 47,300.00			-	\$ -	\$ -	-
32			6" Fire Hydrant Assembly	5	EA	7200.00	\$ 36,000.00			-	\$ -	\$ -	-
33			Lower 6" Main Below Existing Non-Perishable Main	4	EA	4700.00	\$ 18,800.00			-	\$ -	\$ -	-
34			Hot Tap Connection to Existing 12" PVC Main	2	EA	1900.00	\$ 3,800.00			-	\$ -	\$ -	-
35			Hot Tap Connection to Existing 16" DI Main	12	EA	1900.00	\$ 22,800.00			-	\$ -	\$ -	-
36			Adjust Existing Water Valve to finished grade	1	LS	1300.00	\$ 1,300.00			-	\$ -	\$ -	-
Sewer													
37			Connect to New 8" Main to Existing Sewer Manhole	1	EA	7000.00	\$ 7,000.00			-	\$ -	\$ -	-
38			8" SDR35, PVC Sewer Main	327	LF	72.00	\$ 23,544.00			-	\$ -	\$ -	-
39			4" SDR35, PVC Sewer Service	102	LF	74.10	\$ 7,558.20			-	\$ -	\$ -	-

BARBER VALLEY DEVELOPMENT, INC.

4940 E. MILL STATION DRIVE, STE. 101-B
BOISE, ID 83716



Columbia Bank

521 12TH AVE. SOUTH
NAMP, ID 83651

34-827/1251

6327

12/28/2020

TO THE ORDER OF Central Paving Co., Inc.

**155,676.50

\$

One Hundred Fifty-Five Thousand Six Hundred Seventy-Six and 50/100

DOLLARS

Central Paving Co., Inc.
PO Box 15010
Boise, Idaho 83715

FOR THE IMAGE
FADING WITH HEAT

MEMO CID Haystack SW 12 & 13

⑈006327⑈

6327

BARBER VALLEY DEVELOPMENT, INC.
Central Paving Co., Inc.

Date Type Reference
12/28/2020 Bill

Original Amt.
155,676.50

Balance Due
155,676.50

12/28/2020
Discount

Check Amount

Payment
155,676.50
155,676.50

Columbia/ICB- CHEC CID Haystack SW 12 & 13

155,676.50

BARBER VALLEY DEVELOPMENT, INC.
Central Paving Co., Inc.

Date Type Reference
12/28/2020 Bill

Original Amt.
155,676.50

Balance Due
155,676.50

12/28/2020
Discount

Check Amount

Payment
155,676.50
155,676.50

6327

Columbia/ICB- CHEC CID Haystack SW 12 & 13

155,676.50

AIA Document G732 2 09

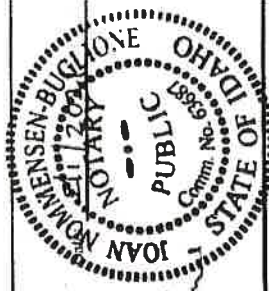
Application and Certification for Payment, Construction Manager as Adviser Edition

FROM CONTRACTOR: BARBER VALLEY DEVELOPMENT		VIA CONSTRUCTION MANAGER(S):		DISTRIBUTION TO:	
CONTRACTOR: CENTRAL PAVING CO., INC		Contact: Terry McEntee		OWNER	
CONTRACT FOR: Harris Ranch - Hayslack - 19045		Contract: Terry McEntee		CONSTRUCTION MANAGER	
CONTRACTOR'S APPLICATION FOR PAYMENT		Application is made for payment, as shown below, in connection with the Contract AIA Document G703, Continuation Sheet Equivalent, is attached		ARCHITECT	
APPLICATION NO: 2		PERIOD TO: 1/31/2021		CONTRACTOR	
APPLICATION DATE: 000		CONTRACT DATE:		FIELD	
COMMITMENT NO:					

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 of Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Central Paving Co., Inc.

By: R. Stuckland
 State of: Idaho
 County of: Ada
 Subscribed and sworn to before me this 1st day of February 2021
 Notary Public Joan Nommensen-Buglione
 My Commission expires 5/30/2024



CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on evaluations of the Work and the data comprising this application, the Construction Manager(s) certify to the Owner that to the best of their 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 323,818.64

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

CONSTRUCTION MANAGER

By: David Powell Date: 2/3/21

CONSTRUCTION MANAGER

By: _____ Date: _____
 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.

1	ORIGINAL CONTRACT SUM.....	2,069,994.29 -
2	NET CHANGES IN THE WORK.....	-
3	CONTRACT SUM TO DATE (Line 1 + 2).....	2,069,994.29 -
4	TOTAL COMPLETED AND STORED TO DATE (Column I on G703).....	408,942.25 -
5	RETAINAGE:	
a.	5% % of Completed Work (Column F + G on G703) 408,942.25 -) = 20,447.11 -	
b.	5% % of Stored Material (Column H on G703) -) = -	
6	Total Retainage (Lines 5a + 5b, or Total in Column L on G703) 20,447.11 -	
	TOTAL EARNED LESS RETAINAGE.....	388,495.14 -
7	LESS PREVIOUS CERTIFICATES FOR PAYMENT.....	155,676.50 -
8	CURRENT PAYMENT DUE (Line 6 from prior Certificate).....	232,818.64 -
9	BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 minus Line 6).....	1,661,499.15 -
10	BALANCE TO FINISH, EXCLUDING RETAINAGE (Column K from G703).....	1,661,052.04 -

☐ Check here for request to release retainage.

SUMMARY OF CHANGES IN THE WORK	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this month including Construction Change Directives		
TOTAL	-	-
NET CHANGES IN THE WORK		-

Harris Ranch Haystack

Date 1/29/2021
Pay Estimate No. 2

Pay Estimate #2

Contractor - Central Paving

Client Bid #		Description	Bid Quantity	Units	Unit Price	Total	Quantities			Payments					
							Previous	Current	Total	Previous	Current	Current w/Retention			
Harris Ranch Haystack															
1	Mobilization	1	LS	\$2000.00	\$	52,000.00	0.60	0.40	1.00	\$	31,200.00	\$	20,800.00	\$	19,760.00
2	Demobilization	1	LS	4900.00	\$	4,900.00	-	-	-	\$	-	\$	-	\$	-
3	Bonds	1	LS	17500.00	\$	17,500.00	1.00	-	1.00	\$	17,500.00	\$	-	\$	-
4	Insurance	1	LS	1.00	\$	1.00	-	-	-	\$	-	\$	-	\$	-
General Site Work															
5	Clear & Grub	5.55	AC	2300.00	\$	12,765.00	5.00	-	5.00	\$	11,500.00	\$	-	\$	-
6	Site Structural Fill	12687	CY	16.80	\$	213,141.60	5,000.00	5,000.00	10,000.00	\$	84,000.00	\$	84,000.00	\$	79,800.00
7	Project Dewatering	1	LS	3500.00	\$	3,500.00	-	0.25	0.25	\$	-	\$	875.00	\$	831.25
8	Topsoil	2	AC	2200.00	\$	4,400.00	-	-	-	\$	-	\$	-	\$	-
9	Excavation to Subgrade	2127	CY	18.30	\$	38,711.40	200.00	900.00	1,100.00	\$	3,640.00	\$	16,380.00	\$	15,561.00
10	Traffic Control	1	LS	5400.00	\$	5,400.00	0.20	0.20	0.40	\$	1,080.00	\$	1,080.00	\$	1,026.00
11	Construction Surveying	1	LS	1000.00	\$	1,000.00	-	-	-	\$	-	\$	-	\$	-
Roads															
12	Road & Sidewalk Subgrade Compactor & Prep	17339	SY	1.25	\$	21,673.75	2,500.00	7,425.00	9,925.00	\$	3,125.00	\$	9,281.25	\$	8,817.19
13	6" Minus Unscrubbed Aggregate Subbase (Imported)	4064	CY	26.30	\$	106,476.80	-	-	-	\$	-	\$	-	\$	-
14	3/4" Minus Crushed Aggregate Base Course	1800	CY	50.00	\$	90,000.00	-	-	-	\$	-	\$	-	\$	-
15	2-1/2" Asphalt Concrete	8902	SY	11.90	\$	105,933.80	-	-	-	\$	-	\$	-	\$	-
16	5" Asphalt Concrete (Two Lift Placement per AC110)	696	SY	28.40	\$	19,766.40	-	-	-	\$	-	\$	-	\$	-
17	Type "A" Asphalt Repair	286	SY	48.80	\$	13,956.80	-	-	-	\$	-	\$	-	\$	-
18	Saw Cut Existing Asphalt	1755	LF	1.25	\$	2,193.75	100.00	-	100.00	\$	125.00	\$	-	\$	-
19	Standard 6" Vertical Curb and Gutter and Base Course	5493	LF	17.90	\$	98,324.70	-	-	-	\$	-	\$	-	\$	-
20	6" Wide Concrete Sidewalk and Base Course	1897	SY	43.00	\$	81,571.00	-	-	-	\$	-	\$	-	\$	-
21	15" Wide Concrete Sidewalk and Base Course	3390	SY	42.00	\$	142,380.00	-	-	-	\$	-	\$	-	\$	-
22	Concrete Pedestrian Ramp	250	SY	133.00	\$	33,250.00	-	-	-	\$	-	\$	-	\$	-
23	Concrete Entrances	175	SY	49.90	\$	8,732.50	-	-	-	\$	-	\$	-	\$	-
Water															
24	Install new 1" water service and meter setting	3	EA	1700.00	\$	5,100.00	-	-	-	\$	-	\$	-	\$	-
25	8" PVC Water Main	640	LF	35.40	\$	22,656.00	-	345.00	345.00	\$	-	\$	12,213.00	\$	11,602.35
26	6" PVC Water Main	105	LF	191.00	\$	20,055.00	-	-	-	\$	-	\$	-	\$	-
27	6" x 2" Blowoff Assembly	1	EA	1500.00	\$	1,500.00	-	-	-	\$	-	\$	-	\$	-
28	3/4" Water Service	1	EA	1.00	\$	1.00	-	-	-	\$	-	\$	-	\$	-
29	1" Irrigation Service	3	EA	1700.00	\$	5,100.00	-	-	-	\$	-	\$	-	\$	-
30	3" Water Service with 1- 2 Inch Sighting	11	EA	3700.00	\$	40,700.00	-	3.00	3.00	\$	-	\$	11,100.00	\$	10,545.00
31	6" Fire Service With Valve & Blowoff	11	EA	4300.00	\$	47,300.00	-	2.00	2.00	\$	-	\$	8,600.00	\$	8,170.00
32	6" Fire Hydrant Assembly	5	EA	7200.00	\$	36,000.00	-	1.00	1.00	\$	-	\$	7,200.00	\$	6,840.00

BARBER VALLEY DEVELOPMENT, INC.

4940 E. MILL STATION DRIVE, STE. 101-B
BOISE, ID 83716



Columbia Bank 521 12TH AVE. SOUTH
NAMPA, ID 83651

34-827/1251

6342

2/11/2021

PAY TO THE ORDER OF Central Paving Co., Inc.

**323,818.64

Three Hundred Twenty-Three Thousand Eight Hundred Eighteen and 64/100*****

\$

DOLLARS

Central Paving Co., Inc.
PO Box 15010
Boise, Idaho 83715

MEMO App. #2 Harris Ranch Haystack SW 12 & 13 CID

⑈006342⑈

BARBER VALLEY DEVELOPMENT, INC.
Central Paving Co., Inc.

Date Type Reference
2/10/2021 Bill

Original Amt.
323,818.64

Balance Due
323,818.64

2/11/2021

Discount

Check Amount

Payment
323,818.64
323,818.64

6342

Columbia/ICB- CHEC App. #2 Harris Ranch Haystack SW 12 & 13 CID

323,818.64

BARBER VALLEY DEVELOPMENT, INC.
Central Paving Co., Inc.

Date Type Reference
2/10/2021 Bill

Original Amt.
323,818.64

Balance Due
323,818.64

2/11/2021

Discount

Check Amount

Payment
323,818.64
323,818.64

6342

Columbia/ICB- CHEC App. #2 Harris Ranch Haystack SW 12 & 13 CID

323,818.64

AIA Document G732 2 09

Application and Certification for Payment, Construction Manager as Adviser Edition

BARBER VALLEY DEVELOPMENT		APPLICATION NO: 3		DISTRIBUTION TO:	
CONTRACTOR: CENTRAL PAVING CO., INC		PERIOD TO: 2/25/2021		OWNER	
Contact: Terry McEntee		CONTRACT DATE:		CONSTRUCTION MANAGER	
CONTRACT FOR: Harris Ranch - Hayslack - 19045		COMMITMENT NO:		ARCHITECT	
VIA CONSTRUCTION MANAGER(S):				CONTRACTOR	
				FIELD	

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	2,069,994.29	-
2. NET CHANGES IN THE WORK		-
3. CONTRACT SUM TO DATE (Line 1 + 2)	2,069,994.29	-
4. TOTAL COMPLETED AND STORED TO DATE (Column I on G703)	700,443.20	-
5. RETAINAGE:		-
a. 5% % of Completed Work (Column F + G on G703)	790,443.20	-
b. 5% % of Stored Material (Column H on G703)	39,522.16	-
Total Retainage (Lines 5a + 5b, or Total in Column I on G703)	760,921.04	-
6. TOTAL EARNED LESS RETAINAGE (Lines 4 minus Line 5 Total)	388,495.14	-
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	362,425.90	-
8. CURRENT PAYMENT DUE	1,319,073.25	-
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 minus Line 6)	1,279,551.09	-
10. BALANCE TO FINISH, EXCLUDING RETAINAGE (Column K from G703)		-

☐ Check here for request to release retainage.

PE #2 Notated the certificate for payment \$323,818.64. This was an error. It should have been \$232,818.64. This resulted in an overpayment on PE #2 for \$91,000. The amount due for PE 3 is 362,425.90 less \$91,000 overpayment totaling 271,425.90.

SUMMARY OF CHANGES IN THE WORK	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this month including Construction Change Directives		
TOTAL	-	-
NET CHANGES IN THE WORK		

CONTRACTOR: Central Paving Co., Inc.

By: R. Stuckland
 State of IDAHO
 County of ADA
 Subscribed and sworn to before me this 26th day of FEBRUARY
 Notary Public Paula Thompson - Buglione
 My Commission Expires: 5/31/2026



CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on evaluations of the Work and the data comprising this application, the Construction Manager(s) certify to the Owner that to the best of their 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: 362,425.90

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

CONSTRUCTION MANAGER

By: David Powell Date: 3.9.21

CONSTRUCTION MANAGER

By: _____ Date: _____
 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.

12/16/21
 LMP
 mo

Harris Ranch Haystack

Date 2/25/2021
Pay Estimate No. 3

Pay Estimate #3

Contractor - Central Paving

Quantities

Client Bid #

Description

Bid Quantity

Units

Unit Price

Total

Previous Current Total

Payments

Current w/Retention

Harris Ranch Haystack											
1	Mobilization	1	LS	\$ 52,000.00	\$ 52,000.00	1.00			1.00	\$ 52,000.00	\$ -
2	Demobilization	1	LS	\$ 4,900.00	\$ 4,900.00					\$ -	\$ -
3	Bonds	1	LS	\$ 17,500.00	\$ 17,500.00	1.00			1.00	\$ 17,500.00	\$ -
4	Insurance	1	LS	\$ 1.00	\$ 1.00					\$ -	\$ -
General Site Work											
5	Clear & Grub	5.55	AC	\$ 2300.00	\$ 12,765.00	5.00			5.00	\$ 11,500.00	\$ -
6	Site Structural Fill	12687	CY	\$ 16.80	\$ 213,141.60	10,000.00				\$ 168,000.00	\$ 13,440.00
7	Project Dewatering	1	LS	\$ 3500.00	\$ 3,500.00	0.25				\$ 875.00	\$ 2,625.00
8	Tieclifier	2	AC	\$ 2200.00	\$ 4,400.00					\$ -	\$ -
9	Excavation to Subgrade	2127	CY	\$ 18.20	\$ 38,711.40	1,100.00				\$ 20,020.00	\$ 9,100.00
10	Traffic Control	1	LS	\$ 5400.00	\$ 5,400.00	0.40			0.40	\$ 2,160.00	\$ -
11	Construction Surveying	1	LS	\$ 1000.00	\$ 1,000.00					\$ -	\$ -
Roads											
12	Read & Sidewalk Subgrade Compact & Prep	17339	SY	\$ 1.25	\$ 21,673.75	9,925.00				\$ 12,406.25	\$ 5,593.75
13	6" Minus Uncrushed Aggregate Subbase (Imported)	4064	CY	\$ 26.20	\$ 106,476.80					\$ -	\$ -
14	3/4" Minus Crushed Aggregate Base Course	1800	CY	\$ 50.00	\$ 90,000.00					\$ -	\$ -
15	2-1/2" Asphalt Concrete	8902	SY	\$ 11.90	\$ 105,933.80					\$ -	\$ -
16	5" Asphalt Concrete (Two Lift Placement per ACHD)	696	SY	\$ 28.40	\$ 19,766.40					\$ -	\$ -
17	Type "B" Asphalt Repair	286	SY	\$ 48.80	\$ 13,956.80					\$ -	\$ -
18	Saw Cut Existing Asphalt	1755	LF	\$ 1.25	\$ 2,193.75	100.00				\$ 125.00	\$ -
19	Standard 6" Vertical Curb and Gutter and Base Course	5493	LF	\$ 17.90	\$ 98,324.70					\$ -	\$ -
20	6" Wide Concrete Sidewalk and Base Course	1897	SY	\$ 43.00	\$ 81,571.00					\$ -	\$ -
21	15" Wide Concrete Sidewalk and Base Course	3390	SY	\$ 42.00	\$ 142,380.00					\$ -	\$ -
22	Concrete Pedestrian Ramps	250	SY	\$ 133.00	\$ 33,250.00					\$ -	\$ -
23	Concrete Entrances	175	SY	\$ 49.90	\$ 8,732.50					\$ -	\$ -
Water											
24	Install new 1" water service and meter setting	3	EA	\$ 1700.00	\$ 5,100.00					\$ -	\$ -
25	8" PVC Water Main	640	LF	\$ 35.40	\$ 22,656.00	345.00			295.00	\$ 10,443.00	\$ 9,920.85
26	6" PVC Water Main	105	LF	\$ 191.00	\$ 20,055.00					\$ -	\$ -
27	6" x 2" Blowoff Assembly	1	EA	\$ 1500.00	\$ 1,500.00					\$ -	\$ -
28	3/4" Water Service	1	EA	\$ 1.00	\$ 1.00					\$ -	\$ -
29	1" Irrigation Service	3	EA	\$ 1700.00	\$ 5,100.00				3.00	\$ 5,100.00	\$ 4,845.00
30	2" Water Service with 1-2 inch Setting	11	EA	\$ 3700.00	\$ 40,700.00	3.00			10.00	\$ 11,100.00	\$ 25,900.00
31	6" Fire Service With Valve & Blowoff	11	EA	\$ 4300.00	\$ 47,300.00	2.00			9.00	\$ 8,600.00	\$ 30,100.00
32	6" Fire hydrant Assembly	5	EA	\$ 7200.00	\$ 36,000.00	1.00			1.00	\$ 7,200.00	\$ -

33	Lower 6" Main Below Existing Non-Perforated Main	4	EA	4700.00	\$ 18,800.00	\$ 18,800.00	-	4.00	\$ -	\$ 18,800.00	\$ 17,860.00
34	Hot Tap Connection to Existing 12" PVC Main	2	EA	1900.00	\$ 3,800.00	\$ 3,800.00	-	2.00	\$ -	\$ 3,800.00	\$ 3,610.00
35	Hot Tap Connection to Existing 18" DI Main	12	EA	1900.00	\$ 22,800.00	\$ 19,000.00	-	10.00	\$ -	\$ 19,000.00	\$ 18,050.00
36	Adjust Existing Water Valve to finished grade	1	LS	1300.00	\$ 1,300.00	\$ 1,300.00	-	-	\$ -	\$ -	\$ -
37	Sewer										
38	Connect to New 4" Main to Existing Sewer Manhole	1	EA	7000.00	\$ 7,000.00	\$ 7,000.00	1.00	1.00	\$ 7,000.00	\$ -	\$ -
39	8" SDR35 PVC Sewer Main	327	LF	72.00	\$ 23,544.00	\$ 23,544.00	327.00	327.00	\$ -	\$ -	\$ -
40	4" SDR35 PVC Sewer Service	102	LF	74.10	\$ 7,558.20	\$ 7,558.20	-	102.00	\$ -	\$ 7,558.20	\$ 7,180.29
41	6" SDR35 PVC Sewer Service	515	LF	78.10	\$ 40,231.50	\$ 39,000.00	390.00	470.00	\$ 30,459.00	\$ 6,248.00	\$ 5,935.60
42	48" Standard Sanitary Sewer Manhole	1	EA	3800.00	\$ 3,800.00	\$ 3,800.00	1.00	1.00	\$ 3,800.00	\$ -	\$ -
43	Connect New Service to Exist. Main (Insert 4" Tee Connection)	7	EA	1400.00	\$ 9,800.00	\$ 9,800.00	6.00	7.00	\$ 8,400.00	\$ 1,400.00	\$ 1,330.00
44	Connect New Service to Exist. Main (Cut Exist. Main & Install Tee)	3	EA	3100.00	\$ 9,300.00	\$ 9,300.00	-	3.00	\$ -	\$ 9,300.00	\$ 8,835.00
45	Adjust Sewer Manhole to Grade	1	LS	3200.00	\$ 3,200.00	\$ 3,200.00	-	-	\$ -	\$ -	\$ -
46	Storm Drain										
47	12" PVC C-900 Storm Drain Pipe	825	LF	48.40	\$ 39,930.00	\$ 39,930.00	-	-	\$ -	\$ -	\$ -
48	18" PVC C-900 Storm Drain Pipe	512	LF	69.40	\$ 35,532.80	\$ 35,532.80	-	-	\$ -	\$ -	\$ -
49	Connect to Existing 18" C-900 Storm Drain Pipe	2	EA	1300.00	\$ 2,600.00	\$ 2,600.00	-	-	\$ -	\$ -	\$ -
50	Type I Catch Basin	19	EA	1300.00	\$ 24,700.00	\$ 24,700.00	-	-	\$ -	\$ -	\$ -
51	48" Standard Storm Drain Manhole	5	EA	3300.00	\$ 16,500.00	\$ 16,500.00	-	-	\$ -	\$ -	\$ -
52	Wipe Way Dual Pipe Storm Drain Manhole	2	EA	7400.00	\$ 14,800.00	\$ 14,800.00	-	-	\$ -	\$ -	\$ -
53	Care Drill & Connect New Pipe to Existing Manhole/Inlet	7	EA	1800.00	\$ 12,600.00	\$ 12,600.00	-	-	\$ -	\$ -	\$ -
54	Adjust Storm Drain Manhole to Grade	1	LS	2800.00	\$ 2,800.00	\$ 2,800.00	-	-	\$ -	\$ -	\$ -
55	SVPPP										
56	Prepare and File SVPPP, ENOI, ACHD ESC Plan	1	LS	1800.00	\$ 1,800.00	\$ 1,800.00	1.00	1.00	\$ 1,800.00	\$ -	\$ -
57	Install all BMPs Prior to Construction	1	LS	9900.00	\$ 9,900.00	\$ 9,900.00	1.00	1.00	\$ 9,900.00	\$ -	\$ -
58	Continuously Inspect and Maintain BMP's	1	LS	1700.00	\$ 1,700.00	\$ 1,700.00	0.20	0.40	\$ 340.00	\$ 340.00	\$ 323.00
59	Final Site Inspection and File ENOI	1	LS	826.00	\$ 826.00	\$ 826.00	-	-	\$ -	\$ -	\$ -
60	Irrigation										
61	4" Irrigation Main & Fittings	35	LF	43.60	\$ 1,526.00	\$ 1,526.00	-	-	\$ -	\$ -	\$ -
62	4" Gate Valve	2	EA	736.00	\$ 1,472.00	\$ 1,472.00	-	-	\$ -	\$ -	\$ -
63	Connect to Existing System	1	LS	639.00	\$ 639.00	\$ 639.00	-	-	\$ -	\$ -	\$ -
64	Main Line Drain	1	EA	1100.00	\$ 1,100.00	\$ 1,100.00	-	-	\$ -	\$ -	\$ -
65	Complete Fine Irrigation Design and Installation	1	LS	50700.00	\$ 50,700.00	\$ 50,700.00	-	0.10	\$ -	\$ 5,070.00	\$ 4,816.50
66	Irrigation Steeving	1	LS	6400.00	\$ 6,400.00	\$ 6,400.00	-	0.70	\$ -	\$ 4,480.00	\$ 4,256.00
67	Landscaping										
68	Amended Topsoil	1130	CY	27.50	\$ 31,075.00	\$ 31,075.00	-	-	\$ -	\$ -	\$ -
69	Lawn	33179	SF	0.51	\$ 16,921.29	\$ 16,921.29	-	-	\$ -	\$ -	\$ -
70	Trees	86	EA	743.00	\$ 63,898.00	\$ 63,898.00	-	-	\$ -	\$ -	\$ -
71	Flowering plants in Planter Pots	1	LS	7100.00	\$ 7,100.00	\$ 7,100.00	-	-	\$ -	\$ -	\$ -
72	Trash Receptacle	11	EA	1900.00	\$ 20,900.00	\$ 20,900.00	-	4.00	\$ -	\$ 7,600.00	\$ 7,220.00
73	Benches	11	EA	3300.00	\$ 36,300.00	\$ 36,300.00	-	5.00	\$ -	\$ 16,500.00	\$ 15,675.00
74	Planter Pots	22	EA	2100.00	\$ 46,200.00	\$ 46,200.00	-	6.00	\$ -	\$ 12,600.00	\$ 11,970.00
75	Tree Grates	22	EA	5100.00	\$ 112,200.00	\$ 112,200.00	-	18.00	\$ -	\$ 91,800.00	\$ 87,210.00

Street Signs and Lighting									
	Street Sign								
71	Street Sign	1	LS	10400.00	\$	10,400.00	\$	-	\$
72	Removal of Existing Type II & III Barricade	1	LS	1600.00	\$	1,600.00	\$	-	\$
73	Street Light - 25 ft Pole with Class A Fixture	2	EA	5700.00	\$	11,400.00	\$	1.00	\$
74	Street Light - 30 ft Pole with Class B Fixture	5	EA	7000.00	\$	35,000.00	\$	4.00	\$
75	Street Light Electrical Candel & Wire	1	LS	36000.00	\$	36,000.00	\$	-	\$
76	Power Coat Street Sign & Pole	1	LS	2800.00	\$	2,800.00	\$	-	\$
77	Pavement Striping and Symbol	1	LS	4700.00	\$	4,700.00	\$	-	\$
78	Oblique Existing Pavement Stripe	400	LF	2.15	\$	860.00	\$	-	\$
					\$	-	\$	-	\$
Total Contract									
					\$	2,069,994.29	\$	408,946.25	\$
							\$	381,500.95	\$
							\$		362,425.90

BARBER VALLEY DEVELOPMENT INC
877 W MAIN ST STE 501
BOISE, ID 83702-6018

COLUMBIA BANK
877.272.3878
columbiabank.com

6316

34-827/1261

CHECK ARMOR
1181

4/12/2021

PAY TO THE ORDER OF Central Paving Co., Inc.

\$ **271,425.90

Two Hundred Seventy-One Thousand Four Hundred Twenty-Five and 90/100*****

DOLLARS

Central Paving Co., Inc.
PO Box 15010
Boise, Idaho 83715

MEMO Pay App #3 19045 CID Haystack

AUTHORIZED SIGNATURE

006316

BARBER VALLEY DEVELOPMENT INC

6316

Central Paving Co., Inc.

Date Type Reference
3/1/2021 Bill

Original Amt.
271,425.90

Balance Due
271,425.90

4/12/2021
Discount
Check Amount

Payment
271,425.90
271,425.90

Columbia/ICB- CHEC Pay App #3 19045 CID Haystack

271,425.90

BARBER VALLEY DEVELOPMENT INC

6316

Central Paving Co., Inc.

Date Type Reference
3/1/2021 Bill

Original Amt.
271,425.90

Balance Due
271,425.90

4/12/2021
Discount
Check Amount

Payment
271,425.90
271,425.90

Columbia/ICB- CHEC Pay App #3 19045 CID Haystack

271,425.90

AIA Document G732 2 09

Application and Certification for Payment, Construction Manager as Adviser Edition

BARBER VALLEY DEVELOPMENT		APPLICATION NO: 4 000	DISTRIBUTION TO:
		APPLICATION DATE: PERIOD TO: 03/31/2021	OWNER
		CONTRACT DATE:	CONSTRUCTION MANAGER
		COMMITMENT NO:	ARCHITECT
			CONTRACTOR
			FIELD

FROM: CONTRACTOR: CENTRAL PAVING CO., INC. VIA CONSTRUCTION MANAGER(S):

CONTRACT FOR: Harris Ranch - Haystack - 19045

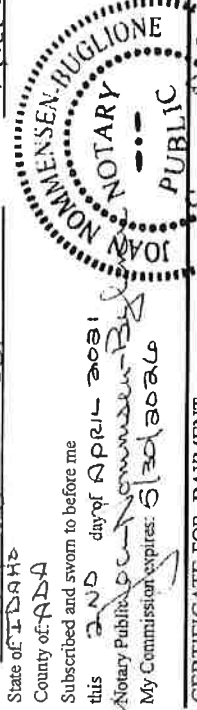
CONTRACTOR'S APPLICATION FOR PAYMENT

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 of Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

1. ORIGINAL CONTRACT SUM.....	2,069,994.29 -
2. NET CHANGES IN THE WORK.....	-
3. CONTRACT SUM TO DATE (Line 1 + 2).....	2,069,994.29 -
4. TOTAL COMPLETED AND STORED TO DATE (Column I on G703).....	1,270,640.35 -
5. RETAINAGE:	
a. 5% of Completed Work (Column F + G on G703) = 63,532.02 ✓	
b. 5% of Stored Material (Column H on G703) = -	
Total Retainage (Lines 5a + 5b, or Total in Column L on G703)	63,532.02 ✓
6. TOTAL EARNED LESS RETAINAGE (Lines 4 minus Line 5 Total)	1,207,108.33 -
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	750,921.04 -
8. CURRENT PAYMENT DUE.....	456,187.29 -
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 minus Line 6)	862,885.96 -
10. BALANCE TO FINISH, EXCLUDING RETAINAGE (Column K from G703)	799,353.94 -

☐ Check here for request to release retainage.

By: R. Strickland Date: April 2, 2021



CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on evaluation of the Work and information comprising this application, the Construction Manager(s) certify to the Owner that 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..... 456,187.29

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

CONSTRUCTION MANAGER

By: Dennis D. Powell Date: 4/5/21

CONSTRUCTION MANAGER

By: _____ Date: _____

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.

SUMMARY OF CHANGES IN THE WORK	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this month including Construction Change Directives		
TOTAL	-	-
NET CHANGES IN THE WORK		

4/5/21
5/13

Harris Ranch Haystack

Pay Estimate #4

Contractor - Central Paving

Pay Estimate No. 4
Date 3/31/2021

Client Bid #

Description

Bid Quantity

Units

Unit Price

Total

Previous

Current

Total

Previous

Current

Current w/Retention

Harris Ranch Haystack												
1	Mobilization	1	LS	\$ 52000.00	\$ 52,000.00	1.00			1.00	\$ 52,000.00	\$ -	\$ -
2	Demobilization	1	LS	\$ 4900.00	\$ 4,900.00	-			-	\$ -	\$ -	\$ -
3	Bonds	1	LS	\$ 17500.00	\$ 17,500.00	1.00			1.00	\$ 17,500.00	\$ -	\$ -
4	Insurance	1	LS	\$ 1.00	\$ 1.00	-			-	\$ -	\$ -	\$ -
General Site Work												
5	Clear & Grub	5.55	AC	\$ 2300.00	\$ 12,765.00	5.00			5.55	\$ 11,500.00	\$ 1,265.00	\$ 1,201.75
6	Site Structural Fill	12687	CY	\$ 16.80	\$ 213,141.60	10,800.00			12,000.00	\$ 181,440.00	\$ 20,160.00	\$ 19,152.00
7	Project Dewatering	1	LS	\$ 3500.00	\$ 3,500.00	1.00			1.00	\$ 3,500.00	\$ -	\$ -
8	Tackifier	2	AC	\$ 2200.00	\$ 4,400.00	-			-	\$ -	\$ -	\$ -
9	Excavation to Subgrade	2127	CY	\$ 18.20	\$ 38,711.40	1,600.00			1,600.00	\$ 29,120.00	\$ -	\$ -
10	Traffic Control	1	LS	\$ 5400.00	\$ 5,400.00	0.40			0.40	\$ 2,160.00	\$ 2,160.00	\$ 2,052.00
11	Construction Surveying	1	LS	\$ 1000.00	\$ 1,000.00	-			-	\$ -	\$ -	\$ -
Roads												
12	Road & Sidewalk Subgrade Compact & Prep	17339	SY	\$ 1.25	\$ 21,673.75	14,400.00			800.00	\$ 15,200.00	\$ 1,000.00	\$ 950.00
13	6" Minus Uncrushed Aggregate Subbase (Imported)	4064	CY	\$ 26.20	\$ 106,476.80	1,565.00			2,255.00	\$ 1,820.00	\$ 41,003.00	\$ 6,346.95
14	3/4" Minus Crushed Aggregate Base Course	1800	CY	\$ 50.00	\$ 90,000.00	-			1,157.00	\$ -	\$ 57,850.00	\$ 54,957.50
15	2-1/2" Asphalt Concrete	8902	SY	\$ 11.90	\$ 105,933.80	-			-	\$ -	\$ -	\$ -
16	5" Asphalt Concrete (Two Lift Placement per ACHD)	696	SY	\$ 28.40	\$ 19,766.40	-			-	\$ -	\$ -	\$ -
17	Type "B" Asphalt Repair	286	SY	\$ 48.80	\$ 13,956.80	-			-	\$ -	\$ -	\$ -
18	Saw Cut Existing Asphalt	1755	LF	\$ 1.25	\$ 2,193.75	100.00			1,655.00	\$ 1,755.00	\$ 2,068.75	\$ 1,965.31
19	Standard 6" Vertical Curb and Gutter and Base Course	5493	LF	\$ 17.90	\$ 98,324.70	-			2,893.00	\$ -	\$ 51,784.70	\$ 49,193.47
20	6" Wide Concrete Sidewalk and Base Course	1897	SY	\$ 43.00	\$ 81,571.00	-			754.00	\$ -	\$ 32,422.00	\$ 30,800.90
21	16' Wide Concrete Sidewalk and Base Course	3390	SY	\$ 42.00	\$ 142,380.00	-			1,829.00	\$ -	\$ 76,818.00	\$ 72,977.10
22	Concrete Pedestrian Ramps	250	SY	\$ 133.00	\$ 33,250.00	-			10.00	\$ -	\$ 1,330.00	\$ 1,263.50
23	Concrete Entrances	175	SY	\$ 49.90	\$ 8,732.50	-			46.00	\$ -	\$ 2,295.40	\$ 2,180.63
Water												
24	Install new 1" water service and meter setting	3	EA	\$ 1700.00	\$ 5,100.00	-			-	\$ -	\$ -	\$ -
25	8" PVC Water Main	640	LF	\$ 35.40	\$ 22,656.00	640.00			640.00	\$ 22,656.00	\$ -	\$ -
26	6" PVC Water Main	105	LF	\$ 191.00	\$ 20,055.00	-			105.00	\$ -	\$ 20,055.00	\$ 19,052.25
27	6" x 2" Blowoff Assembly	1	EA	\$ 1500.00	\$ 1,500.00	-			1.00	\$ -	\$ 1,500.00	\$ 1,425.00
28	3/4" Water Service	1	EA	\$ 1.00	\$ 1.00	-			-	\$ -	\$ -	\$ -
29	1" Irrigation Service	3	EA	\$ 1700.00	\$ 5,100.00	3.00			3.00	\$ 5,100.00	\$ -	\$ -
30	2" Water Service with 1-2 Inch Setting	11	EA	\$ 3700.00	\$ 40,700.00	10.00			1.00	\$ 37,000.00	\$ 3,700.00	\$ 3,515.00
31	6" Fire Service With Valve & Blowoff	11	EA	\$ 4300.00	\$ 47,300.00	9.00			2.00	\$ 38,700.00	\$ 8,600.00	\$ 8,170.00
32	6" Fire hydrant Assembly	5	EA	\$ 7200.00	\$ 36,000.00	1.00			4.00	\$ 7,200.00	\$ 21,600.00	\$ 20,520.00

33	Lower 6" Main Below Existing Non-Potable Main	4	EA	4700.00	\$	18,800.00	\$	4.00	\$	18,800.00	\$	-	\$	-
34	Hot Tap Connection to Existing 12" PVC Main	2	EA	1900.00	\$	3,800.00	\$	2.00	\$	3,800.00	\$	-	\$	-
35	Hot Tap Connection to Existing 16" DI Main	12	EA	1900.00	\$	22,800.00	\$	10.00	2.00	\$	19,000.00	\$	3,800.00	\$ 3,610.00
36	Adjust Existing Water Valve to finished grade	1	LS	1300.00	\$	1,300.00	\$	-	-	\$	-	\$	-	\$
SEWER														
37	Connect to New 8" Main to Existing Sewer Manhole	1	EA	7000.00	\$	7,000.00	\$	1.00	\$	7,000.00	\$	-	\$	-
38	8" SDR35, PVC Sewer Main	327	LF	72.00	\$	23,544.00	\$	327.00	\$	23,544.00	\$	-	\$	-
39	4" SDR35, PVC Sewer Service	102	LF	74.10	\$	7,558.20	\$	102.00	\$	7,558.20	\$	-	\$	-
40	6" SDR35, PVC Sewer Service	515	LF	78.10	\$	40,221.50	\$	470.00	45.00	\$	36,707.00	\$	3,514.50	\$ 3,338.78
41	48" Standard Sanitary Sewer Manhole	1	EA	3800.00	\$	3,800.00	\$	1.00	\$	3,800.00	\$	-	\$	-
42	Connect New Service to Exist. Main (Invert-to-Tree Connection)	7	EA	1400.00	\$	9,800.00	\$	7.00	\$	9,800.00	\$	-	\$	-
43	Connect New Service to Exist. Main (Cur Exist. Main & Install Test)	3	EA	3100.00	\$	9,300.00	\$	3.00	\$	9,300.00	\$	-	\$	-
44	Adjust Sewer Manhole to Grade	1	LS	3200.00	\$	3,200.00	\$	-	-	\$	-	\$	-	\$
Storm Drain														
45	12" PVC C-900 Storm Drain Pipe	825	LF	48.40	\$	39,930.00	\$	-	825.00	\$	-	\$	39,930.00	\$ 37,933.50
46	18" PVC C-900 Storm Drain Pipe	512	LF	69.40	\$	35,332.80	\$	-	512.00	\$	-	\$	35,332.80	\$ 33,756.16
47	Connect to Existing 18" C-900 Storm Drain Pipe	2	EA	1300.00	\$	2,600.00	\$	-	2.00	\$	-	\$	2,600.00	\$ 2,470.00
48	Type I Catch Basin	19	EA	1300.00	\$	24,700.00	\$	-	11.00	\$	-	\$	14,300.00	\$ 13,585.00
49	48" Standard Storm Drain Manhole	5	EA	3300.00	\$	16,500.00	\$	-	5.00	\$	-	\$	16,500.00	\$ 15,675.00
50	Wise Way Dual Pipe Storm Drain Manhole	2	EA	7400.00	\$	14,800.00	\$	-	2.00	\$	-	\$	14,800.00	\$ 14,060.00
51	Core Drill & Connect New Pipe to Existing Manhole/Inlet	7	EA	1800.00	\$	12,600.00	\$	-	7.00	\$	-	\$	12,600.00	\$ 11,970.00
52	Adjust Storm Drain Manhole to Grade	1	LS	2800.00	\$	2,800.00	\$	-	-	\$	-	\$	-	\$
SWPPP														
53	Prepare and File SWPPP, ENOH, ACHD ESC Plan	1	LS	1800.00	\$	1,800.00	\$	1.00	\$	1,800.00	\$	-	\$	-
54	Install all BMPs Prior to Construction	1	LS	9900.00	\$	9,900.00	\$	1.00	\$	9,900.00	\$	-	\$	-
55	Continuously Inspect and Maintain BMP's	1	LS	1700.00	\$	1,700.00	\$	0.40	0.20	\$	680.00	\$	340.00	\$ 323.00
56	Final Site Inspection and File ENOT	1	LS	826.00	\$	826.00	\$	-	-	\$	-	\$	-	\$
Irrigation														
57	4" Irrigation Main & Fittings	35	LF	43.60	\$	1,526.00	\$	-	-	\$	-	\$	-	\$
58	4" Gate Valve	2	EA	736.00	\$	1,472.00	\$	-	-	\$	-	\$	-	\$
59	Connect to Existing System	1	LS	639.00	\$	639.00	\$	-	-	\$	-	\$	-	\$
60	Main Line Drain	1	EA	1100.00	\$	1,100.00	\$	-	-	\$	-	\$	-	\$
61	Complete Fine Irrigation Design and Installation	1	LS	50700.00	\$	50,700.00	\$	0.10	0.10	\$	5,070.00	\$	5,070.00	\$ 4,816.50
62	Irrigation Sleeving	1	LS	6400.00	\$	6,400.00	\$	0.70	0.30	\$	4,480.00	\$	1,920.00	\$ 1,824.00
Landscaping														
63	Amended Topsoil	1130	CY	27.50	\$	31,075.00	\$	-	-	\$	-	\$	-	\$
64	Lawn	33179	SF	0.51	\$	16,921.29	\$	-	-	\$	-	\$	-	\$
65	Trees	86	EA	743.00	\$	63,898.00	\$	-	-	\$	-	\$	-	\$
66	Flowering plants in Planter Pots	1	LS	7100.00	\$	7,100.00	\$	-	-	\$	-	\$	-	\$
67	Trash Receptical	11	EA	1900.00	\$	20,900.00	\$	4.00	\$	7,600.00	\$	-	\$	-
68	Benches	11	EA	3300.00	\$	36,300.00	\$	5.00	\$	16,500.00	\$	-	\$	-
69	Planter Pots	22	EA	2100.00	\$	46,200.00	\$	6.00	\$	12,600.00	\$	-	\$	-
70	Tree Grates	22	EA	5100.00	\$	112,200.00	\$	18.00	\$	91,800.00	\$	-	\$	-

[illegible]

BARBER VALLEY DEVELOPMENT INC
877 W MAIN ST STE 501
BOISE, ID 83702-6018

COLUMBIA BANK
877.272.3878
columbiabank.com

6333

34-827/1251

CHECK ARMOR
1181

5/12/2021

PAY TO THE ORDER OF Central Paving Co., Inc.

\$ **456,187.29

Four Hundred Fifty-Six Thousand One Hundred Eighty-Seven and 29/100*****

DOLLARS

Central Paving Co., Inc.
PO Box 15010
Boise, Idaho 83715

MEMO Haystack CID App #4

AUTHORIZED SIGNATURE

⑈006333⑈

BARBER VALLEY DEVELOPMENT INC

6333

Central Paving Co., Inc.

Date	Type	Reference
4/2/2021	Bill	

Original Amt.	456,187.29
---------------	------------

Balance Due	456,187.29
-------------	------------

5/12/2021	Discount
Check Amount	

Payment	456,187.29
	456,187.29

Columbia/ICB- CHEC Haystack CID App #4

456,187.29

BARBER VALLEY DEVELOPMENT INC

6333

Central Paving Co., Inc.

Date	Type	Reference
4/2/2021	Bill	

Original Amt.	456,187.29
---------------	------------

Balance Due	456,187.29
-------------	------------

5/12/2021	Discount
Check Amount	

Payment	456,187.29
	456,187.29

Columbia/ICB- CHEC Haystack CID App #4

456,187.29

AIA Document G732 2 09

Application and Certification for Payment, Construction Manager as Adviser Edition

BARBER VALLEY DEVELOPMENT		APPLICATION NO: 5 000		DISTRIBUTION TO:	
CONTRACTOR: CENTRAL PAVING CO., INC		PERIOD TO: 4/30/21		OWNER	
Contact: Terry McEntee		CONTRACT DATE:		CONSTRUCTION MANAGER	
CONTRACT FOR: Harris Ranch - Haystack - 19045		COMMITMENT NO:		ARCHITECT	
				CONTRACTOR	
				FIELD	

CONTRACTOR'S APPLICATION FOR PAYMENT
Application is made for payment, as shown below, in connection with the Contract AIA Document G703, Continuation Sheet Equivalent, is attached.

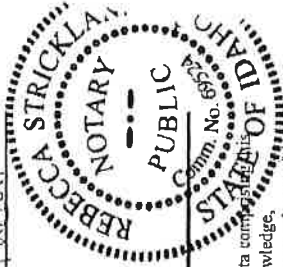
1. ORIGINAL CONTRACT SUM.....	2,069,994.29 -
2. NET CHANGES IN THE WORK.....	-
3. CONTRACT SUM TO DATE (Line 1 + 2).....	2,069,994.29 -
4. TOTAL COMPLETED AND STORED TO DATE (Column L on G703).....	1,522,732.35 -
5. RETAINAGE:	
a. 5% of Completed Work (Column F + G on G703).....	1,522,732.35 -
b. 5% of Stored Material (Column H on G703).....	76,136.62 -
Total Retainage (Lines 5a + 5b, or Total in Column L on G703).....	1,446,595.73 -
6. TOTAL EARNED LESS RETAINAGE.....	1,207,108.33 -
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT.....	239,487.40 -
8. CURRENT PAYMENT DUE.....	623,398.56 -
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 minus Line 6).....	547,261.94 -
10. BALANCE TO FINISH, EXCLUDING RETAINAGE (Column K from G703).....	-

☐ Check here for request to release retainage.

CONTRACTOR: Central Paving Co., Inc.

By: Rebecca Strickland Date: 5/10/21

State of: Idaho
County of: Ada
Subscribed and sworn to before me this 6th day of May 2021
Notary Public: Rebecca Strickland
My Commission expires: 3-17-2023



CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on evaluations of the Work and the data contained in this application, the Construction Manager(s) certify to the Owner that to the best of their 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..... 239,487.40

(Attach explanation if amount certified differs from the amount applied, initial in figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

CONSTRUCTION MANAGER

By: Dwight D. Howell Date: 5-10-21

CONSTRUCTION MANAGER

SUMMARY OF CHANGES IN THE WORK	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this month including Construction Change Directives		
TOTAL	-	-
NET CHANGES IN THE WORK		-

By: _____ Date: _____
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.

5/10/21
mm

Harris Ranch Haystack

Pay Estimate #5

Contractor - Central Paving

Date 5/5/2021
Pay Estimate No. 5

Quantities
Current
Previous
Total
Payments
Current
w/Retention

Client Bid #	Description	Bid Quantity	Units	Unit Price	Total	Previous	Current	Total	Previous	Current	Current w/Retention
	Harris Ranch Haystack										
1	Mobilization	1	LS	52000.00	\$ 52,000.00	1.00		1.00	\$ 52,000.00	\$ -	\$ -
2	Demobilization	1	LS	4900.00	\$ 4,900.00	-		-	\$ -	\$ -	\$ -
3	Bonds	1	LS	17500.00	\$ 17,500.00	1.00		1.00	\$ 17,500.00	\$ -	\$ -
4	Insurance	1	LS	1.00	\$ 1.00	-		-	\$ -	\$ -	\$ -
	General Site Work										
5	Clear & Grub	5.55	AC	2300.00	\$ 12,765.00	5.55		5.55	\$ 12,765.00	\$ -	\$ -
6	Site Structural Fill	12687	CY	16.80	\$ 213,141.60	12,000.00	687.00	12,687.00	\$ 201,600.00	\$ 11,541.60	\$ 10,964.52
7	Project Dewatering	1	LS	3500.00	\$ 3,500.00	1.00		1.00	\$ 3,500.00	\$ -	\$ -
8	Jackhammer	2	AC	2200.00	\$ 4,400.00	-		-	\$ -	\$ -	\$ -
9	Excavation to Subgrade	2127	CY	18.20	\$ 38,711.40	1,600.00	400.00	2,000.00	\$ 29,120.00	\$ 7,280.00	\$ 6,916.00
10	Traffic Control	1	LS	5400.00	\$ 5,400.00	0.80		0.80	\$ 4,320.00	\$ -	\$ -
11	Construction Surveying	1	LS	1000.00	\$ 1,000.00	-		-	\$ -	\$ -	\$ -
	Roads										
12	Road & Sidewalk Subgrade Compact & Prep	17339	SY	1.25	\$ 21,673.75	15,200.00	1,500.00	16,700.00	\$ 19,000.00	\$ 1,875.00	\$ 1,781.25
13	6" Minus Un-crushed Aggregate Subbase (Imported)	4064	CY	26.20	\$ 106,476.80	1,820.00	980.00	2,800.00	\$ 47,684.00	\$ 25,676.00	\$ 24,392.20
14	3/4" Minus Crushed Aggregate Base Course	1800	CY	50.00	\$ 90,000.00	1,157.00	331.00	1,488.00	\$ 57,850.00	\$ 16,550.00	\$ 15,722.50
15	2-1/2" Asphalt Concrete	8902	SY	11.90	\$ 105,933.80	-	3,702.00	3,702.00	\$ -	\$ 44,053.80	\$ 41,851.11
16	5" Asphalt Concrete (Two Lift Placement per ACRHD)	696	SY	28.40	\$ 19,766.40	-	696.00	696.00	\$ -	\$ 19,766.40	\$ 18,778.08
17	Type "P" Asphalt Repair	286	SY	48.80	\$ 13,956.80	-	286.00	286.00	\$ -	\$ 13,956.80	\$ 13,258.96
18	Saw Cut Existing Asphalt	1755	LF	1.25	\$ 2,193.75	1,755.00		1,755.00	\$ 2,193.75	\$ -	\$ -
19	Standard 6" Vertical Curb and Gutter and Base Course	5493	LF	17.90	\$ 98,324.70	2,893.00		2,893.00	\$ 51,784.70	\$ -	\$ -
20	6" Wide Concrete Sidewalk and Base Course	1897	SY	43.00	\$ 81,571.00	754.00		754.00	\$ 32,422.00	\$ -	\$ -
21	15" Wide Concrete Sidewalk and Base Course	3390	SY	42.00	\$ 142,380.00	1,829.00	821.00	2,650.00	\$ 76,818.00	\$ 34,482.00	\$ 32,757.90
22	Concrete Pedestrian Ramps	250	SY	133.00	\$ 33,250.00	10.00	156.00	166.00	\$ 1,330.00	\$ 20,748.00	\$ 19,710.60
23	Concrete Entrances	175	SY	49.90	\$ 8,732.50	46.00	96.00	142.00	\$ 2,295.40	\$ 4,790.40	\$ 4,550.88
	Water										
24	Install new 1" water service and meter setting	3	EA	1700.00	\$ 5,100.00	-	3.00	3.00	\$ -	\$ 5,100.00	\$ 4,845.00
25	8" PVC Water Main	640	LF	35.40	\$ 22,656.00	640.00		640.00	\$ 22,656.00	\$ -	\$ -
26	6" PVC Water Main	105	LF	191.00	\$ 20,055.00	105.00		105.00	\$ 20,055.00	\$ -	\$ -
27	6" x 2" Blowoff Assembly	1	EA	1500.00	\$ 1,500.00	1.00		1.00	\$ 1,500.00	\$ -	\$ -
28	3/4" Water Service	1	EA	1.00	\$ 1.00	-		-	\$ -	\$ -	\$ -
29	1" Irrigation Service	3	EA	1700.00	\$ 5,100.00	3.00		3.00	\$ 5,100.00	\$ -	\$ -
30	2" Water Service with 1-2 Inch Setting	11	EA	3700.00	\$ 40,700.00	11.00		11.00	\$ 40,700.00	\$ -	\$ -
31	6" Fire Service With Valve & Blowoff	11	EA	4300.00	\$ 47,300.00	11.00		11.00	\$ 47,300.00	\$ -	\$ -
32	6" Fire hydrant Assembly	5	EA	7200.00	\$ 36,000.00	4.00		4.00	\$ 28,800.00	\$ -	\$ -
33	Lower 6" Main Below Existing Non-Potable Main	4	EA	4700.00	\$ 18,800.00	4.00		4.00	\$ 18,800.00	\$ -	\$ -

34	Hot Tap Connection to Existing 12" PVC Main	2	EA	1900.00	\$	3,800.00	\$	2.00	\$	3,800.00	\$	-	\$	-
35	Hot Tap Connection to Existing 16" DI Main	12	EA	1900.00	\$	22,800.00	\$	12.00	\$	22,800.00	\$	-	\$	-
36	Adjust Existing Water Valve to finished grade	1	LS	1300.00	\$	1,300.00	\$	-	0.75	\$	-	\$	975.00	\$ 926.25
Sewer														
37	Connect to New 8" Main to Existing Sewer Manhole	1	EA	7000.00	\$	7,000.00	\$	1.00					\$	-
38	8" SDR35, PVC Sewer Main	327	LF	72.00	\$	23,544.00	\$	327.00					\$	-
39	4" SDR35, PVC Sewer Service	102	LF	74.10	\$	7,558.20	\$	102.00					\$	-
40	6" SDR35, PVC Sewer Service	515	LF	78.10	\$	40,221.50	\$	515.00					\$	-
41	48" Standard Sanitary Sewer Manhole	1	EA	3800.00	\$	3,800.00	\$	1.00					\$	-
42	Connect New Service to Exist. Main (Insert-a-Tee Connection)	7	EA	1400.00	\$	9,800.00	\$	7.00					\$	-
43	Connect New Service to Exist. Main (Cut Exist. Main & Install Tee)	3	EA	3100.00	\$	9,300.00	\$	3.00					\$	-
44	Adjust Sewer Manhole to Grade	1	LS	3200.00	\$	3,200.00	\$	-	0.75	\$	-	\$	2,400.00	\$ 2,280.00
Storm Drain														
45	12" PVC C-900 Storm Drain Pipe	825	LF	48.40	\$	39,930.00	\$	825.00					\$	-
46	18" PVC C-900 Storm Drain Pipe	512	LF	69.40	\$	35,532.80	\$	512.00					\$	-
47	Connect to Existing 18" C-900 Storm Drain Pipe	2	EA	1300.00	\$	2,600.00	\$	2.00					\$	-
48	Type I Catch Basin	19	EA	1300.00	\$	24,700.00	\$	11.00					\$	-
49	48" Standard Storm Drain Manhole	5	EA	3300.00	\$	16,500.00	\$	5.00					\$	-
50	Wise Way Dual Pipe Storm Drain Manhole	2	EA	7400.00	\$	14,800.00	\$	2.00					\$	-
51	Core Drill & Connect New Pipe to Existing Manhole/Inlet	7	EA	1800.00	\$	12,600.00	\$	7.00					\$	-
52	Adjust Storm Drain Manhole to Grade	1	LS	2800.00	\$	2,800.00	\$	-	0.75	\$	-	\$	2,100.00	\$ 1,995.00
SWPPP														
53	Prepare and File SWPPP, ENOI, ACHD ESC Plan	1	LS	1800.00	\$	1,800.00	\$	1.00					\$	-
54	Install all BMP's Prior to Construction	1	LS	9900.00	\$	9,900.00	\$	1.00					\$	-
55	Continuously Inspect and Maintain BMP's	1	LS	1700.00	\$	1,700.00	\$	0.60	0.20				\$	-
56	Final Site Inspection and File ENOT	1	LS	826.00	\$	826.00	\$	-					\$	-
Irrigation														
57	4" Irrigation Main & Fittings	35	LF	43.60	\$	1,526.00	\$	35.00					\$	1,449.70
58	4" Gate Valve	2	EA	736.00	\$	1,472.00	\$	2.00					\$	1,398.40
59	Connect to Existing System	1	LS	639.00	\$	639.00	\$	-	1.00				\$	607.05
60	Main Line Drain	1	EA	1100.00	\$	1,100.00	\$	-	1.00				\$	1,045.00
61	Complete Fine Irrigation Design and Installation	1	LS	50700.00	\$	50,700.00	\$	0.20					\$	-
62	Irrigation Sleeving	1	LS	6400.00	\$	6,400.00	\$	1.00					\$	-
Landscaping														
63	Amended Topsoil	1130	CY	27.50	\$	31,075.00	\$	-					\$	-
64	Lawn	33179	SF	0.51	\$	16,921.29	\$	-					\$	-
65	Trees	86	EA	743.00	\$	63,898.00	\$	-					\$	-
66	Flowering plants in Planter Pots	1	LS	7100.00	\$	7,100.00	\$	-					\$	-
67	Trash Receptical	11	EA	1900.00	\$	20,900.00	\$	4.00					\$	-
68	Benches	11	EA	3300.00	\$	36,300.00	\$	5.00					\$	-
69	Planter Pots	22	EA	2100.00	\$	46,200.00	\$	6.00					\$	-
70	Tree Grates	22	EA	5100.00	\$	112,200.00	\$	18.00					\$	-
Street Signs and Lighting														
71	Street Signs	1	LS	10400.00	\$	10,400.00	\$	-	0.50				\$	5,200.00 \$ 4,940.00

BARBER VALLEY DEVELOPMENT INC
877 W MAIN ST STE 501
BOISE, ID 83702-6018

COLUMBIA BANK
877.272.3878
columbiabank.com

6386

34-827/1251

CHECK ARMOR
1181

6/8/2021

TO THE
ORDER OF Central Paving Co., Inc.

\$ **239,487.40

Two Hundred Thirty-Nine Thousand Four Hundred Eighty-Seven and 40/100*****

DOLLARS

Central Paving Co., Inc.
PO Box 15010
Boise, Idaho 83715

MEMO Pay App #5 CID Haystack 19045

AUTHORIZED SIGNATURE

⑈006386⑈

BARBER VALLEY DEVELOPMENT INC

6386

Central Paving Co., Inc.

Date	Type	Reference
6/8/2021	Bill	

Original Amt.
239,487.40

Balance Due
239,487.40

6/8/2021

Discount

Payment

239,487.40

Check Amount

239,487.40

Columbia/ICB- CHEC Pay App #5 CID Haystack 19045

239,487.40

BARBER VALLEY DEVELOPMENT INC

6386

Central Paving Co., Inc.

Date	Type	Reference
6/8/2021	Bill	

Original Amt.
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Balance Due
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6/8/2021

Discount

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Check Amount

239,487.40

Columbia/ICB- CHEC Pay App #5 CID Haystack 19045

239,487.40

AIA Document G732 2 09

Application and Certification for Payment, Construction Manager as Adviser Edition

BARBER VALLEY DEVELOPMENT		APPLICATION NO: 6	000	DISTRIBUTION TO:	
		APPLICATION DATE:		OWNER	
		PERIOD TO: 5/27/2021		CONSTRUCTION MANAGER	
		CONTRACT DATE:		ARCHITECT	
		COMMITMENT NO:		CONTRACTOR	
				FIELD	

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 of Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Central Paving Co., Inc.

Date: 6/22/21

By: R. Stuhl-Land

State of: IDAHO

County of: ADA

Subscribed and sworn to before me

this 1st day of June

Notary Public: JOAN NOMMENSEN-BUGLIONE

My Commission Expires: 5/30/2026

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on evaluations of the Work and the data supplied in this application, the Construction Manager(s) certify to the Owner that to the best of their 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: 211,026.02

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

CONSTRUCTION MANAGER

By: David Powell Date: 6/22/21

CONSTRUCTION MANAGER

By: 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.

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM.....	2,058,394.29
2. NET CHANGES IN THE WORK.....	475.00
3. CONTRACT SUM TO DATE (Line 1 + 2).....	2,070,469.29
4. TOTAL COMPLETED AND STORED TO DATE (Column I on G703).....	1,744,865.00
5. RETAINAGE:	
a. 5% of Completed Work (Column F + G on G703).....	1,744,865.00
b. 5% of Stored Material (Column H on G703).....	87,243.25
Total Retainage (Lines 5a + 5b, or Total in Column L on G703).....	1,857,621.75
6. TOTAL EARNED LESS RETAINAGE (Lines 4 minus Line 5 Total).....	1,446,595.73
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT.....	211,026.02
8. CURRENT PAYMENT DUE (Line 6 from prior Certificate).....	325,604.29
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 minus Line 6).....	238,361.04
10. BALANCE TO FINISH, EXCLUDING RETAINAGE (Column K from G703).....	-

☐ Check here for request to release retainage.

SUMMARY OF CHANGES IN THE WORK	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this month including Construction Change Directives		
TOTAL	-	-
NET CHANGES IN THE WORK	-	-

CID

DM
6/23/21
DW

Harris Ranch Haystack

Pay Estimate #6

Contractor - Central Paving

Pay Estimate No. 6

Date 5/27/2021

Quantities

Payments

Client Bid #

Description

Bid Quantity

Units

Unit Price

Total

Previous

Total

Previous

Current

Current w/Retention

Harris Ranch Haystack												
1	Mobilization	1	LS	\$2000.00	\$	52,000.00	1.00		1.00	\$	52,000.00	\$ -
2	Demobilization	1	LS	4900.00	\$	4,900.00	-		-	\$	-	\$ -
3	Bonds	1	LS	17500.00	\$	17,500.00	1.00		1.00	\$	17,500.00	\$ -
4	Insurance	1	LS	1.00	\$	1.00	-		-	\$	-	\$ -
General Site Work												
5	Clear & Grub	555	AC	2300.00	\$	12,765.00	5.55		5.55	\$	12,765.00	\$ -
6	Site Structural Fill	12687	CY	16.80	\$	213,141.60	12.687		12.687	\$	213,141.60	\$ -
7	Project Dewatering	1	LS	3500.00	\$	3,500.00	1.00		1.00	\$	3,500.00	\$ -
8	Topsoil	2	AC	2200.00	\$	4,400.00	-		-	\$	-	\$ -
9	Excavation to Subgrade	2127	CY	18.20	\$	38,711.40	2.000		2.000	\$	36,400.00	\$ 2,311.40
10	Traffic Control	1	LS	5400.00	\$	5,400.00	0.80		0.80	\$	4,320.00	\$ 1,080.00
11	Construction Surveying	1	LS	1000.00	\$	1,000.00	-		-	\$	-	\$ -
Roads												
12	Road & Sidewalk Subgrade Compact & Prep	17339	SY	1.25	\$	21,673.75	16.700		16.700	\$	20,875.00	\$ 798.75
13	6" Minus Un-crushed Aggregate Subbase (Imported)	4064	CY	26.20	\$	106,476.80	2.800		2.800	\$	73,360.00	\$ 33,116.80
14	3/4" Minus Crushed Aggregate Base Course	1800	CY	50.00	\$	90,000.00	1.488		1.488	\$	74,400.00	\$ 11,600.00
15	2-1/2" Asphalt Concrete	8902	SY	11.90	\$	105,933.80	3.702		3.702	\$	44,053.80	\$ -
16	5" Asphalt Concrete (Two Lift Placement per ACHD)	696	SY	28.40	\$	19,766.40	696.00		696.00	\$	19,766.40	\$ -
17	Type "I" Asphalt Repair	286	SY	48.80	\$	13,956.80	286.00		286.00	\$	13,956.80	\$ -
18	Saw Cut Existing Asphalt	1755	LF	1.25	\$	2,193.75	1.755		1.755	\$	2,193.75	\$ -
19	Standard 6" Vertical Curb and Gutter and Base Course	5493	LF	17.90	\$	98,324.70	2.893		2.893	\$	51,784.70	\$ 43,318.00
20	6" Wide Concrete Sidewalk and Base Course	1897	SY	43.00	\$	81,571.00	754.00		754.00	\$	32,422.00	\$ 43,989.00
21	15' Wide Concrete Sidewalk and Base Course	3390	SY	42.00	\$	142,380.00	2.650		2.650	\$	111,300.00	\$ 31,080.00
22	Concrete Pedestrian Ramps	250	SY	133.00	\$	33,250.00	166.00		166.00	\$	22,078.00	\$ 11,172.00
23	Concrete Entrances	175	SY	49.90	\$	8,732.50	142.00		142.00	\$	7,085.80	\$ 1,646.70
Water												
24	Install new 1" water service and meter setting	3	EA	1700.00	\$	5,100.00	3.00		3.00	\$	5,100.00	\$ -
25	8" PVC Water Main	640	LF	35.40	\$	22,656.00	640.00		640.00	\$	22,656.00	\$ -
26	6" PVC Water Main	105	LF	191.00	\$	20,055.00	105.00		105.00	\$	20,055.00	\$ -
27	6" x 2" Blowoff Assembly	1	EA	1500.00	\$	1,500.00	1.00		1.00	\$	1,500.00	\$ -
28	3/4" Water Service	1	EA	1.00	\$	1.00	-		-	\$	-	\$ -
29	1" Irrigation Service	3	EA	1700.00	\$	5,100.00	3.00		3.00	\$	5,100.00	\$ -
30	2" Water Service with 1-2 Inch Setting	11	EA	3700.00	\$	40,700.00	11.00		11.00	\$	40,700.00	\$ -
31	6" Fire Service With Valve & Blowoff	11	EA	4300.00	\$	47,300.00	11.00		11.00	\$	47,300.00	\$ -
32	6" Fire hydrant Assembly	5	EA	7200.00	\$	36,000.00	4.00		4.00	\$	28,800.00	\$ -
33	Lower 6" Main Below Existing Non-Potable Main	4	EA	4700.00	\$	18,800.00	4.00		4.00	\$	18,800.00	\$ -

34	Hot Tap Connection to Existing 12" PVC Main	2	EA	1900.00	\$	3,800.00		2.00		2.00	\$	3,800.00	\$	-	\$	-
35	Hot Tap Connection to Existing 16" DI Main	12	EA	1900.00	\$	22,800.00		12.00		12.00	\$	22,800.00	\$	-	\$	-
36	Adjust Existing Water Valve to finished grade	1	LS	1300.00	\$	1,300.00		0.75		0.75	\$	975.00	\$	-	\$	-
	Sewer															
37	Connect to New 8" Main to Existing Sewer Manhole	1	EA	7000.00	\$	7,000.00		1.00		1.00	\$	7,000.00	\$	-	\$	-
38	8" SDR35, PVC Sewer Main	327	LF	72.00	\$	23,544.00		327.00		327.00	\$	23,544.00	\$	-	\$	-
39	4" SDR35, PVC Sewer Service	102	LF	74.10	\$	7,558.20		102.00		102.00	\$	7,558.20	\$	-	\$	-
40	6" SDR35, PVC Sewer Service	515	LF	78.10	\$	40,221.50		515.00		515.00	\$	40,221.50	\$	-	\$	-
41	48" Standard Sanitary Sewer Manhole	1	EA	3800.00	\$	3,800.00		1.00		1.00	\$	3,800.00	\$	-	\$	-
42	Connect New Service to Exist. Main (Insert-a-Tee Connection)	7	EA	1400.00	\$	9,800.00		7.00		7.00	\$	9,800.00	\$	-	\$	-
43	Connect New Service to Exist. Main (Cut Exist. Main & Install Tee)	3	EA	3100.00	\$	9,300.00		3.00		3.00	\$	9,300.00	\$	-	\$	-
44	Adjust Sewer Manhole to Grade	1	LS	3200.00	\$	3,200.00		0.75		0.75	\$	2,400.00	\$	-	\$	-
	Storm Drain															
45	12" PVC C-900 Storm Drain Pipe	825	LF	48.40	\$	39,930.00		825.00		825.00	\$	39,930.00	\$	-	\$	-
46	18" PVC C-900 Storm Drain Pipe	512	LF	69.40	\$	35,532.80		512.00		512.00	\$	35,532.80	\$	-	\$	-
47	Connect to Existing 18" C-900 Storm Drain Pipe	2	EA	1300.00	\$	2,600.00		2.00		2.00	\$	2,600.00	\$	-	\$	-
48	Type I Catch Basin	19	EA	1300.00	\$	24,700.00	8.00	11.00		19.00	\$	14,300.00	\$	10,400.00	\$	9,880.00
49	48" Standard Storm Drain Manhole	5	EA	3300.00	\$	16,500.00		5.00		5.00	\$	16,500.00	\$	-	\$	-
50	Wise Way Dual Pipe Storm Drain Manhole	2	EA	7400.00	\$	14,800.00		2.00		2.00	\$	14,800.00	\$	-	\$	-
51	Cure Drill & Connect New Pipe to Existing Manhole/Inlet	7	EA	1800.00	\$	12,600.00		7.00		7.00	\$	12,600.00	\$	-	\$	-
52	Adjust Storm Drain Manhole to Grade	1	LS	2800.00	\$	2,800.00		0.75		0.75	\$	2,100.00	\$	-	\$	-
	SWPPP															
53	Prepare and File SWPPP, NOI, ACHD ESC Plan	1	LS	1800.00	\$	1,800.00		1.00		1.00	\$	1,800.00	\$	-	\$	-
54	Install all BMP's Prior to Construction	1	LS	9900.00	\$	9,900.00		1.00		1.00	\$	9,900.00	\$	-	\$	-
55	Continuously Inspect and Maintain BMP's	1	LS	1700.00	\$	1,700.00	0.20	0.80		1.00	\$	1,360.00	\$	340.00	\$	323.00
56	Final Site Inspection and File ENOT	1	LS	826.00	\$	826.00		-		-	\$	-	\$	-	\$	-
	Irrigation															
57	4" Irrigation Main & Fittings	35	LF	43.60	\$	1,526.00		35.00		35.00	\$	1,526.00	\$	-	\$	-
58	4" Gate Valve	2	EA	736.00	\$	1,472.00		2.00		2.00	\$	1,472.00	\$	-	\$	-
59	Connect to Existing System	1	LS	639.00	\$	639.00		1.00		1.00	\$	639.00	\$	-	\$	-
60	Main Line Drain	1	EA	1100.00	\$	1,100.00		1.00		1.00	\$	1,100.00	\$	-	\$	-
61	Complete Fine Irrigation Design and Installation	1	LS	50700.00	\$	50,700.00	0.40	0.20		0.60	\$	10,140.00	\$	20,280.00	\$	19,266.00
62	Irrigation Slewage	1	LS	6400.00	\$	6,400.00		1.00		1.00	\$	6,400.00	\$	-	\$	-
	Landscaping															
63	Amended Topsoil	1130	CY	27.50	\$	31,075.00		-		-	\$	-	\$	-	\$	-
64	Lawn	33179	SF	0.51	\$	16,921.29		-		-	\$	-	\$	-	\$	-
65	Tree	86	EA	743.00	\$	63,898.00		-		-	\$	-	\$	-	\$	-
66	Planting plants in Planter Pots	1	LS	7100.00	\$	7,100.00		-		-	\$	-	\$	-	\$	-
67	Trash Receptical	11	EA	1900.00	\$	20,900.00		4.00		4.00	\$	7,600.00	\$	-	\$	-
68	Benches	11	EA	3300.00	\$	36,300.00		5.00		5.00	\$	16,500.00	\$	-	\$	-
69	Planter Pots	22	EA	2100.00	\$	46,200.00	5.00	6.00		11.00	\$	12,600.00	\$	10,500.00	\$	9,975.00
70	Tree Grates	22	EA	5100.00	\$	112,200.00		18.00		18.00	\$	91,800.00	\$	-	\$	-
	Street Signs and Lighting															
71	Street Signs	1	LS	10400.00	\$	10,400.00		0.50		0.50	\$	5,200.00	\$	-	\$	-

72	Remove of Existing Type II & III Barricades	1	LS	1600.00	\$	1,600.00	0.50		0.50	\$	800.00	\$	-	\$	-
73	Street Lights - 25 ft Pole with Class A Fixture	2	EA	5700.00	\$	11,400.00	2.00		2.00	\$	11,400.00	\$	-	\$	-
74	Street Lights - 30 ft Pole with Class B Fixture	5	EA	7000.00	\$	35,000.00	4.00		4.00	\$	28,000.00	\$	-	\$	-
75	Street Light Electrical Conduit & Wire	1	LS	36000.00	\$	36,000.00	1.00		1.00	\$	36,000.00	\$	-	\$	-
76	Powder Coat Street Signs & Poles	1	LS	2800.00	\$	2,800.00	0.50		0.50	\$	1,400.00	\$	-	\$	-
77	Pavement Striping and Symbols	1	LS	4700.00	\$	4,700.00	0.80		0.80	\$	3,760.00	\$	-	\$	-
78	Obsolesce Existing Pavement Stripe	400	LF	2.15	\$	860.00	400.00		400.00	\$	860.00	\$	-	\$	-
	Change Order #1				\$	-	-		-	\$	-	\$	-	\$	-
79	Install Additional Stop Bars	1	LS	500.00	\$	500.00	-	1.00	1.00	\$	-	\$	500.00	\$	475.00
					\$	-	-		-	\$	-	\$	-	\$	-
Total Contract														Payment This Est (w/o Retention)	
														\$ 1,527,732.35	
														\$ 222,132.65	
														\$ 211,026.02	

BARBER VALLEY DEVELOPMENT INC877 W. MAIN ST STE 501
BOISE, ID 83702-6018COLUMBIA BANK
877.272.3878
columbiabank.com

6422

34-8271261

1181
CHECK ARMOR

7/13/2021

PAY TO THE ORDER OF Central Paving Co., Inc.

\$ **211,026.02

Two Hundred Eleven Thousand Twenty-Six and 02/100*****

DOLLARS

Central Paving Co., Inc.
PO Box 15010
Boise, Idaho 83715

MEMO Haystack SW 12 & 13 19045 CID App #6

AUTHORIZED SIGNATURE

006422

BARBER VALLEY DEVELOPMENT INC

Central Paving Co., Inc.

Date	Type	Reference
7/1/2021	Bill	

Original Amt.
211,026.02

Balance Due
211,026.02

7/13/2021

Discount

Check Amount

Payment
211,026.02
211,026.02

6422

Columbia/ICB- CHEC Haystack SW 12 & 13 19045 CID App #6

211,026.02

BARBER VALLEY DEVELOPMENT INC

Central Paving Co., Inc.

Date	Type	Reference
7/1/2021	Bill	

Original Amt.
211,026.02

Balance Due
211,026.02

7/13/2021

Discount

Check Amount

Payment
211,026.02
211,026.02

6422

Columbia/ICB- CHEC Haystack SW 12 & 13 19045 CID App #6

211,026.02

CHANGE ORDER

(Instructions on next page)

No. 4 REVISED

PROJECT: Haystack Subdivision No. 1 CID Project

DATE OF ISSUANCE – July 20, 2021

OWNER: Barber Valley Development

OWNER's Contract No.: **19045: CID Eligible Items**

CONTRACTOR – Central Paving

You are directed to make the following changes in the Contract Documents.

Description: **See support letter from I2 Construction, subcontractor to Central Paving, in charge of all pipe installation on the project.**

This Change Order is related to installation of a series of issues in the process of installing the piping system for the development. In all cases, RiverRidge provided coordination and direction to L2 and Central Paving in order to secure a properly constructed project. All elements have been reviewed and RiverRidge is recommending approval of this Change Order No. 4 and the increased costs as listed.

Attachments: **See attached Items and cost summary**

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price \$ <u>2,069,994.29</u>	Original Contract Times Substantial Completion: <u>N/A</u> Ready for final payment: _____ days or dates
Net changes from previous Change Orders \$ <u>22,024.68</u>	Net changes from previous change Orders No. __ to No. <u>N/A</u> days
Contract Price prior to this Change Order \$ <u>2,092,018.97</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>72,764.35</u>	Net Increase (decrease) of the Change Order <u>N/A</u> days
Contract Price with all approved Change Orders \$ <u>2,164,783.32</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:

ACCEPTED:

By: [Signature]
Contractor (Authorized Signature)

Date: 9-14-2021



2817 Brandt Ave
Nampa, ID 83687

Idaho State Contractor's License #RCE-38764
Idaho Public Works License #020467 - A - 4

Owner:

Project Name: Haystack 1

Address:

Submitted to: Kyle Terrell - CPI

City, State, Zip:

RFC 01

Heading	Item #	Line Item	Qty	UOM		Unit Price	Total
Remove & Replace Existing 18" SD Pipe	(1)		1	DY	@	\$ 4,918.38	\$ 4,918.38
Remove & Replace Existing 6" PIRRR Crossing	(2)		1	EA	@	\$ 2,397.72	\$ 2,397.72
Imported Trench Backfill	(3)		3247	TN	@	\$ 11.03	\$ 35,818.49
Adjustment of Existing Manhole - Additional Stacking	(4)		4	EA	@	\$ 1,660.72	\$ 6,642.88
Water Main Excessive Depth	(5)		8	EA	@	\$ 2,138.36	\$ 17,106.88
Additional PIRRR - 4" Main/8" Sleeves/2" Sleeves - Per Plan Mods	(6)		1	LS	@	\$ 7,510.00	\$ 7,510.00
Added 2" PIRRR Service	(7)		2	EA	@	\$ 3,230.00	\$ 6,460.00
Relocate Previously Installed 2" Water Service - 2 EA & 6" Fire Service - 1 EA	(8)		3	EA	@	\$ 1,750.00	\$ 5,250.00
Credit to RFC for Contract Items	(9)		1	LS	@	\$ (13,340.00)	\$ (13,340.00)
Total							\$ 72,764.35

L² Excavation LLC


Authorized Signature

Eric Bird
Vice President

7/9/2021
Date

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. L² Excavation LLC is authorized to do the work as specified. Payment will be made as outlined above.

Authorized Signature


Date 7.10.21



To: Central Paving, Inc.

April 28, 2021

Subject: Harris Ranch – Haystack Sub No. 1

Re: RFC 01

Kyle – The following is a narrative document to support our RFC request.

Item 1 – Old Hickory Sewer – Remove & Replace Existing Storm Drain

The bid set of drawings indicates 6' of separation between the existing 18" SD and the new 8" Sewer. At Sta. 2+00 the existing SD line was within 3' of the new sewer main and continued to migrate further into the sewer alignment and was within 2' of the new sewer at Sta. 4+27 making the new sewer unconstructable as drawn. L2 had to remove the SD to install the new sewer.

Prior to re-installation of the afore mentioned SD, L2 requested survey for the previously installed SD line that was removed as part of the sewer installation. L2 began re-installing the pipe at the south end of the existing system (low point) with the survey provided and were unable to connect to the existing structure with the survey provided as the system was not installed per the plans or the survey when it was previously installed. L2 had to remove the entire system again and relay the SD at revised grades to make the system work.

We are requesting compensation for the L&E cost (1 DY) to remove and rebuild this system and the cost of the 160' of 18" Pipe we purchased to replace pipe that was damaged during the removal and replacement of this system.

Item 2 – Old Hickory Sewer – Remove & Replace Existing PIRR

The existing PIRR was removed and replaced to facilitate the shoring needed to safely install the 8" sewer.

We are requesting compensation for the L&E cost (0.50 DY) to remove and rebuild this system and the cost of the material we purchased to replace the crossing. The crossing had to be cut out and could not be removed without removing existing exterior site concrete surfaces which would have increased the cost of the work.

Item 3 - Imported Trench Backfill – Project Wide

Upon completing our installations on Old Hickory and during the transition phase to subgrade prep, the native material was deemed unstable due to it being oversaturated due to the unanticipated high groundwater conditions. Upon proceeding with excavations throughout the project, including but not limited to Old Hickory, organics and other deleterious materials were exposed during our excavations. The oversaturated native material also created issues at subgrade with "soft soils" that while they met the required densities would not support the roadways being built over the trenches. Imported Trench Backfill was supplied by CPI and placed by L2 as directed to mitigate the above issues. The breakdown of unit price for the material is as follows:

Pit Run Material - \$5.00 TN

Delivery - \$4.50 TN

Disposal of Displaced Material \$1.00 TN

Item 4 – Adjust Existing Manholes – Breakdown:

L&E – \$912.83 EA

Material - LS - \$2,991.56

The existing manholes (3 EA Wise Way/1 EA Trailwood) all required transition sections due to the lip configuration. The existing manholes are the "old style" that is no longer built in this valley.

Item 5 – Water Additional Cost Due to Unforeseen/Unanticipated/Unknown Conditions – Excessive Depth

The existing water main had depths of 10' to 12' in 8 locations. Typical bury depth is 5'. Plans and specs did not indicate these conditions where we made connections for the following items:

Fire Service – 2 EA

2" Water Service – 2 EA

2" IRR Service – 1 EA – This service was 1 of 2 added IRR services which are part of this CO below.

1" Water Service – 1 EA

1" IRR Service – 2 EA

L&E – \$14,390.29 – Includes Additional Dewatering Cost

Material – LS – \$2,716.59

Item 6 – Additional PIRR Components – 4" Main/8" Sleeves/2" Sleeves – LS – Per plan modifications.

L&E - 1 DY

Material – LS – 3,817.40

NOTE – All 6" Sleeves as called out on the plans were upsized by L2 to 8" Sleeves, 4" PIRR Main will not fit inside a 6" Sleeve. L2 pulled this material from their stock and installed it onsite at no additional cost to the project

Item 7 – Additional 2" PIRR Services

Item 8 – Removal & Relocation of Previously Installed Facilities

6" Fire Service – 1 EA

2" Water Service – 2 EA

Item 9 – Credit to RFC from Contract Items:

2 EA – Fire Hydrant Assemblies at CUP \$6,670.00 EA = (\$13,340.00)

We have provided all pipe material invoices for backup, L2 is not charging/requesting any additional cost/compensation for the pipe material other than the invoice amount.

Do not hesitate to contact us should you have any questions.

Sincerely,

Eric Bird
Vice President
Eric@l2excavation.com
Cell: 208-957-3706
Office: 208-800-0030
2817 Brandt Ave.
Nampa, ID. 83686



Handwritten signature and date: 7.20.21

#6424

7/21/2021

Central Paving Co., Inc.

**72,764.35

Seventy-Two Thousand Seven Hundred Sixty-Four and 35/100*****

Central Paving Co., Inc.
PO Box 15010
Boise, Idaho 83715

CID Haystack Sub 1 CO #4 -piping

Central Paving Co., Inc.				7/21/2021	
Date	Type	Reference	Original Amt.	Balance Due	Payment
7/21/2021	Bill		72,764.35	72,764.35	72,764.35
				Check Amount	72,764.35

Columbia/ICB- CHEC CID Haystack Sub 1 CO #4 -piping 72,764.35

Central Paving Co., Inc.				7/21/2021	
Date	Type	Reference	Original Amt.	Balance Due	Payment
7/21/2021	Bill		72,764.35	72,764.35	72,764.35
				Check Amount	72,764.35

Columbia/ICB- CHEC CID Haystack Sub 1 CO #4 -piping 72,764.35

AIA Document G732 2 09

Application and Certification for Payment, Construction Manager as Adviser Edition

BARBER VALLEY DEVELOPMENT		APPLICATION NO: 7	000	DISTRIBUTION TO:	
		PERIOD TO: 6/30/2021		OWNER	
		CONTRACT DATE:		CONSTRUCTION MANAGER	
		COMMITMENT NO:		ARCHITECT	
				CONTRACTOR	
				FIELD	

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 of Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Central Paving Co., Inc.

By: [Signature] Date: 7-6-2021

State of: IDAHO
County of: ADA
Subscribed and sworn to before me this 6th day of July 2021
Notary Public Joan Nomensen-Buglione
My Commission expires: 5/30/2024

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on evaluations of the Work and the amount of this application, the Construction Manager(s) certify to the Owner that to the best of their 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: 216,136.40

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

CONSTRUCTION MANAGER
By: [Signature] Date: 7/7/21

CONSTRUCTION MANAGER
By: _____ Date: _____
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.

1. ORIGINAL CONTRACT SUM.....	2,069,994.29 -
2. NET CHANGES IN THE WORK.....	500.00 -
3. CONTRACT SUM TO DATE (Line 1 + 2).....	2,070,494.29 -
4. TOTAL COMPLETED AND STORED TO DATE (Column I on G703).....	1,972,377.00 -
5. RETAINAGE:	
a. 5% of Completed Work (Column F + G on G703).....	1,972,377.00 -
b. 5% of Stored Material (Column H on G703).....	98,618.85 -
Total Retainage (Lines 5a + 5b, or Total in Column I on G703).....	98,618.85 -
6. TOTAL EARNED LESS RETAINAGE.....	1,744,865.00 -
(Lines 4 minus Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT.....	1,657,621.75 -
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE.....	216,136.40 -
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 minus Line 6).....	196,736.14 -
10. BALANCE TO FINISH, EXCLUDING RETAINAGE (Column K from G703).....	98,117.29 -

☐ Check here for request to release retainage.

SUMMARY OF CHANGES IN THE WORK	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this month including Construction Change Directives		
TOTAL	-	-
NET CHANGES IN THE WORK	-	-

Harris Ranch Haystack

Pay Estimate #7

Contractor - Central Paving

Date 7/2/2021
Pay Estimate No. 7

Contractor - Central Paving										Quantities			Payments		
Client Bid #	Description	Bid		Unit Price	Total	Previous	Current	Total	Previous	Current	Current w/Retention				
		Quantity	Units												
Harris Ranch Haystack															
1	Mobilization	1	LS	52000.00	\$ 52,000.00	1.00			\$ 52,000.00	\$ -	\$ -				
2	Demobilization	1	LS	4900.00	\$ 4,900.00	-	0.50		0.50	\$ -	\$ 2,450.00				
3	Bonds	1	LS	17500.00	\$ 17,500.00	1.00			1.00	\$ 17,500.00	\$ -				
4	Insurance	1	LS	1.00	\$ 1.00	-			-	\$ -	\$ -				
General Site Work															
5	Clear & Grub	5.55	AC	2300.00	\$ 12,765.00	5.55			5.55	\$ 12,765.00	\$ -				
6	Site Structural Fill	13687	CY	16.80	\$ 213,141.60	12,687.00			12,687.00	\$ 213,141.60	\$ -				
7	Project Dewatering	1	LS	3500.00	\$ 3,500.00	1.00			1.00	\$ 3,500.00	\$ -				
8	Truckifier	2	AC	2200.00	\$ 4,400.00	-			-	\$ -	\$ -				
9	Excavation to Subgrade	2127	CY	18.20	\$ 38,711.40	2,127.00			2,127.00	\$ 38,711.40	\$ -				
10	Traffic Control	1	LS	5400.00	\$ 5,400.00	1.00			1.00	\$ 5,400.00	\$ -				
11	Construction Surveying	1	LS	1000.00	\$ 1,000.00	-			-	\$ -	\$ -				
Roads															
12	Road & Sidewalk Subgrade Compact & Prep	17339	SY	1.25	\$ 21,673.75	17,339.00			17,339.00	\$ 21,673.75	\$ -				
13	6" Minus Uncrushed Aggregate Subbase (Imported)	4064	CY	26.20	\$ 106,476.80	4,064.00			4,064.00	\$ 106,476.80	\$ -				
14	3/4" Minus Crushed Aggregate Base Course	1800	CY	50.00	\$ 90,000.00	1,720.00	80.00		1,800.00	\$ 86,000.00	\$ 4,000.00				
15	2-1/2" Asphalt Concrete	8902	SY	11.90	\$ 105,933.80	3,703.00	5,200.00		8,902.00	\$ 44,035.80	\$ 61,880.00				
16	5" Asphalt Concrete (Two Lift Placement per ACHD)	696	SY	28.40	\$ 19,766.40	696.00			696.00	\$ 19,766.40	\$ -				
17	Type "P" Asphalt Repair	286	SY	48.80	\$ 13,956.80	286.00			286.00	\$ 13,956.80	\$ -				
18	Saw Cut Existing Asphalt	1755	LF	1.25	\$ 2,193.75	1,755.00			1,755.00	\$ 2,193.75	\$ -				
19	Standard 6" Vertical Curb and Gutter and Base Course	5493	LF	17.90	\$ 98,324.70	5,313.00	180.00		5,493.00	\$ 95,102.70	\$ 3,222.00				
20	6" Wide Concrete Sidewalk and Base Course	1897	SY	43.00	\$ 81,571.00	1,777.00	120.00		1,897.00	\$ 76,411.00	\$ 5,160.00				
21	15" Wide Concrete Sidewalk and Base Course	3390	SY	42.00	\$ 142,380.00	3,390.00			3,390.00	\$ 142,380.00	\$ -				
22	Concrete Pedestrian Ramps	250	SY	133.00	\$ 33,250.00	250.00			250.00	\$ 33,250.00	\$ -				
23	Concrete Entrances	175	SY	49.90	\$ 8,732.50	175.00			175.00	\$ 8,732.50	\$ -				
Water															
24	Install new 1" water service and meter setting	3	EA	1700.00	\$ 5,100.00	3.00			3.00	\$ 5,100.00	\$ -				
25	8" PVC Water Main	640	LF	35.40	\$ 22,656.00	640.00			640.00	\$ 22,656.00	\$ -				
26	6" PVC Water Main	105	LF	191.00	\$ 20,055.00	105.00			105.00	\$ 20,055.00	\$ -				
27	6" x 2" Blowoff Assembly	1	EA	1500.00	\$ 1,500.00	1.00			1.00	\$ 1,500.00	\$ -				
28	3/4" Water Service	1	EA	1.00	\$ 1.00	-			-	\$ -	\$ -				
29	1" Irrigation Service	3	EA	1700.00	\$ 5,100.00	3.00			3.00	\$ 5,100.00	\$ -				
30	2" Water Service with 1-2 Inlet Setting	11	EA	3700.00	\$ 40,700.00	11.00			11.00	\$ 40,700.00	\$ -				
31	6" Fire Service With Valve & Blowoff	11	EA	4300.00	\$ 47,300.00	11.00			11.00	\$ 47,300.00	\$ -				
32	6" Fire hydrant Assembly	5	EA	7200.00	\$ 36,000.00	4.00	1.00		5.00	\$ 28,800.00	\$ 7,200.00				
33	Lower 6" Main Below Existing Non-Potable Main	4	EA	4700.00	\$ 18,800.00	4.00			4.00	\$ 18,800.00	\$ -				

34	Hit Tap Connection to Existing 12" PVC Main	2	EA	1900.00	\$	3,800.00	\$	2.00	\$	3,800.00	\$	-	\$	-
35	Hit Tap Connection to Existing 16" DI Main	12	EA	1900.00	\$	22,800.00	\$	12.00	\$	22,800.00	\$	-	\$	-
36	Adjust Existing Water Valve to Finished grade	1	LS	1300.00	\$	1,300.00	\$	0.75	0.25	1.00	\$	975.00	\$	308.75
Sewer														
37	Connect to New 8" Main to Existing Sewer Manhole	1	EA	7000.00	\$	7,000.00	\$	1.00		1.00	\$	7,000.00	\$	-
38	8" SDR35, PVC Sewer Main	327	LF	72.00	\$	23,544.00	\$	327.00		327.00	\$	23,544.00	\$	-
39	4" SDR35, PVC Sewer Service	102	LF	74.10	\$	7,558.20	\$	102.00		102.00	\$	7,558.20	\$	-
40	6" SDR35, PVC Sewer Service	515	LF	78.10	\$	40,221.50	\$	515.00		515.00	\$	40,221.50	\$	-
41	48" Standard Sanitary Sewer Manhole	1	EA	3800.00	\$	3,800.00	\$	1.00		1.00	\$	3,800.00	\$	-
42	Connect New Service to Exist. Main (Insert-a-Tee Connection)	7	EA	1400.00	\$	9,800.00	\$	7.00		7.00	\$	9,800.00	\$	-
43	Connect New Service to Exist. Main (Cut Exist. Main & Install Tee)	3	EA	3100.00	\$	9,300.00	\$	3.00		3.00	\$	9,300.00	\$	-
44	Adjust Sewer Manhole to Grade	1	LS	3200.00	\$	3,200.00	\$	0.75	0.25	1.00	\$	2,400.00	\$	800.00
Storm Drain														
45	12" PVC C-900 Storm Drain Pipe	825	LF	48.40	\$	39,930.00	\$	825.00		825.00	\$	39,930.00	\$	-
46	18" PVC C-900 Storm Drain Pipe	512	LF	69.40	\$	35,532.80	\$	512.00		512.00	\$	35,532.80	\$	-
47	Connect to Existing 18" C-900 Storm Drain Pipe	2	EA	1300.00	\$	2,600.00	\$	2.00		2.00	\$	2,600.00	\$	-
48	Type I Catch Basin	19	EA	1300.00	\$	24,700.00	\$	19.00		19.00	\$	24,700.00	\$	-
49	48" Standard Storm Drain Manhole	5	EA	3300.00	\$	16,500.00	\$	5.00		5.00	\$	16,500.00	\$	-
50	Wise Way Dual Pipe Storm Drain Manhole	2	EA	7400.00	\$	14,800.00	\$	2.00		2.00	\$	14,800.00	\$	-
51	Core Drill & Connect New Pipe to Existing Manhole/Inlet	7	EA	1800.00	\$	12,600.00	\$	7.00		7.00	\$	12,600.00	\$	-
52	Adjust Storm Drain Manhole to Grade	1	LS	2800.00	\$	2,800.00	\$	0.75	0.25	1.00	\$	2,100.00	\$	700.00
SWPPP														
53	Prepare and File SWPPP, ENOI, ACHD ESC Plan	1	LS	1800.00	\$	1,800.00	\$	1.00		1.00	\$	1,800.00	\$	-
54	Install all BMPs Prior to Construction	1	LS	9900.00	\$	9,900.00	\$	1.00		1.00	\$	9,900.00	\$	-
55	Continuously Inspect and Maintain BMP's	1	LS	1700.00	\$	1,700.00	\$	1.00		1.00	\$	1,700.00	\$	-
56	Final Site Inspection and File ENOT	1	LS	826.00	\$	826.00	\$	-		-	\$	-	\$	-
Irrigation														
57	4" Irrigation Main & Fittings	35	LF	43.60	\$	1,526.00	\$	35.00		35.00	\$	1,526.00	\$	-
58	4" Gate Valve	2	EA	736.00	\$	1,472.00	\$	2.00		2.00	\$	1,472.00	\$	-
59	Connect to Existing System	1	LS	639.00	\$	639.00	\$	1.00		1.00	\$	639.00	\$	-
60	Main Line Drain	1	EA	1100.00	\$	1,100.00	\$	1.00		1.00	\$	1,100.00	\$	-
61	Complete Fine Irrigation Design and Installation	1	LS	50700.00	\$	50,700.00	\$	0.60	0.30	0.90	\$	30,420.00	\$	14,449.50
62	Irrigation Skirting	1	LS	6400.00	\$	6,400.00	\$	1.00		1.00	\$	6,400.00	\$	-
Landscaping														
63	Amended Topsoil	1130	CY	27.50	\$	31,075.00	\$	-	1.130.00	1.130.00	\$	-	\$	29,521.25
64	Lawn	33179	SF	0.51	\$	16,921.29	\$	-		-	\$	-	\$	-
65	Trees	86	EA	743.00	\$	63,898.00	\$	-		-	\$	-	\$	-
66	Flowering plants in Planter Pots	1	LS	7100.00	\$	7,100.00	\$	-	0.50	0.50	\$	-	\$	3,372.50
67	Trash Receptacle	11	EA	1900.00	\$	20,900.00	\$	4.00	7.00	11.00	\$	7,600.00	\$	12,635.00
68	Benches	11	EA	3300.00	\$	36,300.00	\$	5.00	6.00	11.00	\$	16,500.00	\$	18,810.00
69	Planter Pots	22	EA	2100.00	\$	46,200.00	\$	11.00	11.00	22.00	\$	23,100.00	\$	21,945.00
70	Tree Grates	22	EA	5100.00	\$	112,200.00	\$	18.00	4.00	22.00	\$	91,800.00	\$	19,380.00
Street Signs and Lighting														
71	Street Signs	1	LS	10400.00	\$	10,400.00	\$	0.50	0.50	1.00	\$	5,200.00	\$	4,940.00

72	Removal of Existing Type II & III Barricades	1	LS	1600.00	\$	1,600.00	0.50	1.00	\$	800.00	\$	800.00	\$	760.00
73	Street Lights - 35 ft Pole with Class A Fixture	2	EA	5700.00	\$	11,400.00	2.00	2.00	\$	11,400.00	\$	-	\$	-
74	Street Lights - 30 ft Pole with Class B Fixture	5	EA	7000.00	\$	35,000.00	4.00	5.00	\$	28,000.00	\$	7,000.00	\$	6,650.00
75	Street Light Electrical Conduit & Wire	1	LS	36000.00	\$	36,000.00	1.00	1.00	\$	36,000.00	\$	-	\$	-
76	Powder Coat Street Signs & Poles	1	LS	2800.00	\$	2,800.00	0.50	1.00	\$	1,400.00	\$	1,400.00	\$	1,330.00
77	Pavement Striping and Symbols	1	LS	4700.00	\$	4,700.00	0.80	1.00	\$	3,760.00	\$	940.00	\$	893.00
78	Outfitting Existing Pavement Stripe	400	LF	2.15	\$	860.00	400.00	400.00	\$	860.00	\$	-	\$	-
	100-412-1-5000-Change Order #1				\$	-	-	-	\$	-	\$	-	\$	-
79	Install Additional Stop Bars	1	LS	500.00	\$	500.00	1.00	1.00	\$	500.00	\$	-	\$	-
Total Contract														
										Previous Payment (no retention)	Payment This Est (w/o Retention)	Payment This Estimate (w/ Retention)		
										\$ 1,744,865.00	\$ 227,512.00	\$ 216,136.40		

BARBER VALLEY DEVELOPMENT INC
877 W MAIN ST STE 501
BOISE, ID 83702-6018

COLUMBIA BANK
877.272.3878
columbiabank.com

6450

34-827/1251

CHECK ARMOR
1181

8/17/2021

PAY TO THE
ORDER OF Central Paving Co., Inc.

\$ **216,136.40

Two Hundred Sixteen Thousand One Hundred Thirty-Six and 40/100*****

DOLLARS

Central Paving Co., Inc.
PO Box 15010
Boise, Idaho 83715

MEMO Haystack #19045 CID Pay App #7

AUTHORIZED SIGNATURE

⑈006450⑈

BARBER VALLEY DEVELOPMENT INC

6450

Central Paving Co., Inc.

Date	Type	Reference
8/17/2021	Bill	

Original Amt.
216,136.40

Balance Due
216,136.40

8/17/2021

Discount

Payment

216,136.40

Check Amount

216,136.40

Columbia/ICB- CHEC Haystack #19045 CID Pay App #7

216,136.40

BARBER VALLEY DEVELOPMENT INC

6450

Central Paving Co., Inc.

Date	Type	Reference
8/17/2021	Bill	

Original Amt.
216,136.40

Balance Due
216,136.40

8/17/2021

Discount

Payment

216,136.40

Check Amount

216,136.40

Columbia/ICB- CHEC Haystack #19045 CID Pay App #7

216,136.40

AIA Document G732 2 09

Application and Certification for Payment, Construction Manager as Adviser Edition

BARBER VALLEY DEVELOPMENT		APPLICATION NO: 8	000	DISTRIBUTION TO:
		APPLICATION DATE:		OWNER
		PERIOD TO: 7/31/21		CONSTRUCTION MANAGER
		CONTRACT DATE:		ARCHITECT
		COMMITMENT NO:		CONTRACTOR
				FIELD

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 of Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Central Paving Co., Inc.

By: R Strickland
 State of: IDAHO
 County of: ADA
 Subscribed and sworn to before me this 29th day of July
 Notary Public: Joan Nommsen-Buglione
 My Commission Expires: 5/30/2024



CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on evaluations of the Work and the information comprising this application, the Construction Manager(s) certify to the Owner that to the best of their 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: 27,592.45

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

By: Robert Powell Date: 7/29/21
 CONSTRUCTION MANAGER

CONSTRUCTION MANAGER

By: _____ Date: _____
 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.

1. ORIGINAL CONTRACT SUM.....	2,069,994.29	-
2. NET CHANGES IN THE WORK.....	94,789.03	-
3. CONTRACT SUM TO DATE (Line 1 + 2).....	2,164,783.32	-
4. TOTAL COMPLETED AND STORED TO DATE (Column I on G703).....	2,074,186.03	-
5. RETAINAGE:		
a. 5% % of Completed Work (Column F + G on G703).....	2,001,421.68	-
b. 5% % of Stored Material (Column H on G703).....		-
Total Retainage (Lines 5a + 5b, or Total in Column L on G703)	100,071.08	-
6. TOTAL EARNED LESS RETAINAGE (Lines 4 minus Line 5 Total).....	1,974,114.95	-
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate).....	1,817,629.35	-
8. CURRENT PAYMENT DUE.....	27,592.45	-
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 minus Line 6).....	190,668.37	-
10. BALANCE TO FINISH, EXCLUDING RETAINAGE (Column K from G703).....	90,597.29	-

☐ Check here for request to release retainage.

SUMMARY OF CHANGES IN THE WORK	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this month including Construction Change Directives		
TOTAL	-	-
NET CHANGES IN THE WORK		

GW 9-9-21

Harris Ranch Haystack

Pay Estimate No. 8 Date 7/28/2021

Pay Estimate #8

Contractor - Central Paving

Quantities
Current
Previous
Total
Payments
Current
w/Retention

Client Bid #	Description	Bid Quantity	Units	Unit Price	Total	Previous	Current	Total	Previous	Current	Current w/Retention
	Harris Ranch Haystack										
1	Mobilization	1	LS	52000.00	\$ 52,000.00	1.00		1.00	\$ 52,000.00	\$ -	\$ -
2	Demobilization	1	LS	4900.00	\$ 4,900.00	0.50		1.00	\$ 2,450.00	\$ 2,450.00	\$ 2,327.50
3	Bonds	1	LS	17500.00	\$ 17,500.00	1.00		1.00	\$ 17,500.00	\$ -	\$ -
4	Insurance	1	LS	1.00	\$ 1.00	-		-	\$ -	\$ -	\$ -
	General Site Work										
5	Clear & Grub	5.55	AC	2300.00	\$ 12,765.00	5.55		5.55	\$ 12,765.00	\$ -	\$ -
6	Site Structural Fill	12687	CY	16.80	\$ 213,141.60	12,687.00		12,687.00	\$ 213,141.60	\$ -	\$ -
7	Project Dewatering	1	LS	3500.00	\$ 3,500.00	1.00		1.00	\$ 3,500.00	\$ -	\$ -
8	Tackifier	2	AC	2200.00	\$ 4,400.00	-		-	\$ -	\$ -	\$ -
9	Excavation to Subgrade	2127	CY	18.20	\$ 38,711.40	2,127.00		2,127.00	\$ 38,711.40	\$ -	\$ -
10	Traffic Control	1	LS	5400.00	\$ 5,400.00	1.00		1.00	\$ 5,400.00	\$ -	\$ -
11	Construction Surveying	1	LS	1000.00	\$ 1,000.00	-		-	\$ -	\$ -	\$ -
	Roads										
12	Road & Sidewalk Subgrade Compact & Prep	17339	SY	1.25	\$ 21,673.75	17,339.00		17,339.00	\$ 21,673.75	\$ -	\$ -
13	6" Minus Uncrushed Aggregate Subbase (Imported)	4064	CY	26.20	\$ 106,476.80	4,064.00		4,064.00	\$ 106,476.80	\$ -	\$ -
14	3/4" Minus Crushed Aggregate Base Course	1800	CY	50.00	\$ 90,000.00	1,800.00		1,800.00	\$ 90,000.00	\$ -	\$ -
15	2-1/2" Asphalt Concrete	8902	SY	11.90	\$ 105,933.80	8,902.00		8,902.00	\$ 105,933.80	\$ -	\$ -
16	5" Asphalt Concrete (Two Lift Placement per ACHD)	696	SY	28.40	\$ 19,766.40	696.00		696.00	\$ 19,766.40	\$ -	\$ -
17	Type "B" Asphalt Repair	286	SY	48.80	\$ 13,956.80	286.00		286.00	\$ 13,956.80	\$ -	\$ -
18	Saw Cut Existing Asphalt	1755	LF	1.25	\$ 2,193.75	1,755.00		1,755.00	\$ 2,193.75	\$ -	\$ -
19	Standard 6" Vertical Curb and Gutter and Base Course	5493	LF	17.90	\$ 98,324.70	5,493.00		5,493.00	\$ 98,324.70	\$ -	\$ -
20	6" Wide Concrete Sidewalk and Base Course	1897	SY	43.00	\$ 81,571.00	1,897.00		1,897.00	\$ 81,571.00	\$ -	\$ -
21	15' Wide Concrete Sidewalk and Base Course	3390	SY	42.00	\$ 142,380.00	3,390.00		3,390.00	\$ 142,380.00	\$ -	\$ -
22	Concrete Pedestrian Ramps	250	SY	133.00	\$ 33,250.00	250.00		250.00	\$ 33,250.00	\$ -	\$ -
23	Concrete Entrances	175	SY	49.90	\$ 8,732.50	175.00		175.00	\$ 8,732.50	\$ -	\$ -
	Water										
24	Install new 1" water service and meter setting	3	EA	1700.00	\$ 5,100.00	3.00		3.00	\$ 5,100.00	\$ -	\$ -
25	8" PVC Water Main	640	LF	35.40	\$ 22,656.00	640.00		640.00	\$ 22,656.00	\$ -	\$ -
26	6" PVC Water Main	105	LF	191.00	\$ 20,055.00	105.00		105.00	\$ 20,055.00	\$ -	\$ -
27	6" x 2" Blow Off Assembly	1	EA	1500.00	\$ 1,500.00	1.00		1.00	\$ 1,500.00	\$ -	\$ -
28	3/4" Water Service	1	EA	1.00	\$ 1.00	-		-	\$ -	\$ -	\$ -
29	1" Irrigation Service	3	EA	1700.00	\$ 5,100.00	3.00		3.00	\$ 5,100.00	\$ -	\$ -
30	2" Water Service with 1-2 Inch Setting	11	EA	3700.00	\$ 40,700.00	11.00		11.00	\$ 40,700.00	\$ -	\$ -
31	6" Fire Service With Valve & Blowoff	11	EA	4300.00	\$ 47,300.00	11.00		11.00	\$ 47,300.00	\$ -	\$ -
32	6" Fire hydrant Assembly	5	EA	7200.00	\$ 36,000.00	5.00		5.00	\$ 36,000.00	\$ -	\$ -
33	Lower 6" Main Below Existing Non-Portable Main	4	EA	4700.00	\$ 18,800.00	4.00		4.00	\$ 18,800.00	\$ -	\$ -

34	Hot Tap Connection to Existing 12" PVC Main	2	EA	1900.00	\$ 3,800.00	2.00	\$ 3,800.00	\$ -	\$ -
35	Hot Tap Connection to Existing 16" DI Main	12	EA	1900.00	\$ 22,800.00	12.00	\$ 22,800.00	\$ -	\$ -
36	Adjust Existing Water Valve to finished grade	1	LS	1300.00	\$ 1,300.00	1.00	\$ 1,300.00	\$ -	\$ -
	Sewer								
37	Connect to New 8" Main to Existing Sewer Manhole	1	EA	7000.00	\$ 7,000.00	1.00	\$ 7,000.00	\$ -	\$ -
38	8" SDR35, PVC Sewer Main	327	LF	72.00	\$ 23,544.00	327.00	\$ 23,544.00	\$ -	\$ -
39	4" SDR35, PVC Sewer Service	102	LF	74.10	\$ 7,558.20	102.00	\$ 7,558.20	\$ -	\$ -
40	6" SDR35, PVC Sewer Service	515	LF	78.10	\$ 40,221.50	515.00	\$ 40,221.50	\$ -	\$ -
41	48" Standard Sanitary Sewer Manhole	1	EA	3800.00	\$ 3,800.00	1.00	\$ 3,800.00	\$ -	\$ -
42	Connect New Service to Exist. Main (Insert-a-Tee Connection)	7	EA	1400.00	\$ 9,800.00	7.00	\$ 9,800.00	\$ -	\$ -
43	Connect New Service to Exist. Main (Cut Exist. Main & Install Tee)	3	EA	3100.00	\$ 9,300.00	3.00	\$ 9,300.00	\$ -	\$ -
44	Adjust Sewer Manhole to Grade	1	LS	3200.00	\$ 3,200.00	1.00	\$ 3,200.00	\$ -	\$ -
	Storm Drain								
45	12" PVC C-900 Storm Drain Pipe	825	LF	48.40	\$ 39,930.00	825.00	\$ 39,930.00	\$ -	\$ -
46	18" PVC C-900 Storm Drain Pipe	512	LF	69.40	\$ 35,532.80	512.00	\$ 35,532.80	\$ -	\$ -
47	Connect to Existing 18" C-900 Storm Drain Pipe	2	EA	1300.00	\$ 2,600.00	2.00	\$ 2,600.00	\$ -	\$ -
48	Type I Catch Basin	19	EA	1300.00	\$ 24,700.00	19.00	\$ 24,700.00	\$ -	\$ -
49	48" Standard Storm Drain Manhole	5	EA	3300.00	\$ 16,500.00	5.00	\$ 16,500.00	\$ -	\$ -
50	Wise Way Dual Pipe Storm Drain Manhole	2	EA	7400.00	\$ 14,800.00	2.00	\$ 14,800.00	\$ -	\$ -
51	Core Drill & Connect New Pipe to Existing Manhole/Inlet	7	EA	1800.00	\$ 12,600.00	7.00	\$ 12,600.00	\$ -	\$ -
52	Adjust Storm Drain Manhole to Grade	1	LS	2800.00	\$ 2,800.00	1.00	\$ 2,800.00	\$ -	\$ -
	SWPPP								
53	Prepare and File SWPPP, NOI, ACHD ESC Plan	1	LS	1800.00	\$ 1,800.00	1.00	\$ 1,800.00	\$ -	\$ -
54	Install all BMPs Prior to Construction	1	LS	9900.00	\$ 9,900.00	1.00	\$ 9,900.00	\$ -	\$ -
55	Continuously Inspect and Maintain BMP's	1	LS	1700.00	\$ 1,700.00	1.00	\$ 1,700.00	\$ -	\$ -
56	Final Site Inspection and File NOI	1	LS	826.00	\$ 826.00	-	\$ -	\$ -	\$ -
	Irrigation								
57	4" Irrigation Main & Fittings	35	LF	43.60	\$ 1,526.00	35.00	\$ 1,526.00	\$ -	\$ -
58	4" Gate Valve	2	EA	736.00	\$ 1,472.00	2.00	\$ 1,472.00	\$ -	\$ -
59	Connect to Existing System	1	LS	639.00	\$ 639.00	1.00	\$ 639.00	\$ -	\$ -
60	Main Line Drain	1	EA	1100.00	\$ 1,100.00	1.00	\$ 1,100.00	\$ -	\$ -
61	Complete Fine Irrigation Design and Installation	1	LS	50700.00	\$ 50,700.00	0.90	\$ 5,070.00	\$ 4,816.50	\$ -
62	Irrigation Sizing	1	LS	6400.00	\$ 6,400.00	1.00	\$ 6,400.00	\$ -	\$ -
	Landscaping								
63	Amended Topsoil	1130	CY	27.50	\$ 31,075.00	1,130.00	\$ 31,075.00	\$ -	\$ -
64	Lawn	33179	SF	0.51	\$ 16,921.29	-	\$ -	\$ -	\$ -
65	Trees	86	EA	743.00	\$ 63,898.00	-	\$ -	\$ -	\$ -
66	Flowering plants in Planter Pots	1	LS	7100.00	\$ 7,100.00	0.50	\$ 3,550.00	\$ -	\$ -
67	Trash Receptical	11	EA	1900.00	\$ 20,900.00	11.00	\$ 20,900.00	\$ -	\$ -
68	Benches	11	EA	3300.00	\$ 36,300.00	11.00	\$ 36,300.00	\$ -	\$ -
69	Planter Pots	22	EA	2100.00	\$ 46,200.00	22.00	\$ 46,200.00	\$ -	\$ -
70	Tree Grates	22	EA	5100.00	\$ 112,200.00	22.00	\$ 112,200.00	\$ -	\$ -
	Street Signs and Lighting								
71	Street Signs	1	LS	10400.00	\$ 10,400.00	1.00	\$ 10,400.00	\$ -	\$ -

72	Removal of Existing Type II & III Barricades	1	LS	1600.00	\$	1,600.00	1.00	1.00	\$	1,600.00	\$	-	\$	-
73	Street Lights - 25 ft Pole with Class A Fixture	2	EA	5700.00	\$	11,400.00	2.00	2.00	\$	11,400.00	\$	-	\$	-
74	Street Lights - 30 ft Pole with Class B Fixture	5	EA	7000.00	\$	35,000.00	5.00	5.00	\$	35,000.00	\$	-	\$	-
75	Street Light Electrical Conduit & Wire	1	LS	36000.00	\$	36,000.00	1.00	1.00	\$	36,000.00	\$	-	\$	-
76	Powder Coat Street Signs & Poles	1	LS	2800.00	\$	2,800.00	1.00	1.00	\$	2,800.00	\$	-	\$	-
77	Pavement Striping and Symbols	1	LS	4700.00	\$	4,700.00	1.00	1.00	\$	4,700.00	\$	-	\$	-
78	Obliterate Existing Pavement Stripe	400	LF	2.15	\$	860.00	400.00	400.00	\$	860.00	\$	-	\$	-
	Change Order #1				\$	-	-	-	\$	-	\$	-	\$	-
79	Install Additional Stop Bars	1	LS	500.00	\$	500.00	1.00	1.00	\$	500.00	\$	-	\$	-
	Change Order #2													
80	Two Wire Up-Grade, Landscape Sprinklers	1	LS	18,175.89	\$	18,175.89	-	1.00	\$	18,175.89	\$	17,267.10		
81	Contractor Markup	1	LS	908.79	\$	908.79	-	1.00	\$	908.79	\$	863.35		
	Change Order #3													
82	Concrete Washout Removal	1	LS	1,440.00	\$	1,440.00	-	1.00	\$	1,440.00	\$	1,368.00		
83	GPS Model Modifications Do to Design Changes	1	LS	1,000.00	\$	1,000.00	-	1.00	\$	1,000.00	\$	950.00		
	Change Order #4													
84	Pipe Modifications and Additional Work	1	LS	72,764.35	\$	72,764.35	1.00	1.00	\$	72,764.35	\$	-	\$	-
					\$	-	-	-	\$	-	\$	-	\$	-
Total Contract														
\$ 2,164,783.32														

BARBER VALLEY DEVELOPMENT INC
877 W MAIN ST STE 501
BOISE, ID 83702-6018

COLUMBIA BANK
877.272.3678
columbiabank.com

6463

34-827/1251

CHECK ARMOR
1181

9/8/2021

PAY TO THE ORDER OF Central Paving Co., Inc.

\$ **27,592.45

Twenty-Seven Thousand Five Hundred Ninety-Two and 45/100*****

DOLLARS

Central Paving Co., Inc.
PO Box 15010
Boise, Idaho 83715

MEMO CID Pay App #8 Haystack 19045

AUTHORIZED SIGNATURE

⑈006463⑈

BARBER VALLEY DEVELOPMENT INC

Central Paving Co., Inc.

Date	Type	Reference
8/30/2021	Bill	

Original Amt.	27,592.45
---------------	-----------

Balance Due	27,592.45
-------------	-----------

9/8/2021

Discount

Check Amount

Payment	27,592.45
	27,592.45

6463

Columbia/ICB- CHEC CID Pay App #8 Haystack 19045

27,592.45

BARBER VALLEY DEVELOPMENT INC

Central Paving Co., Inc.

Date	Type	Reference
8/30/2021	Bill	

Original Amt.	27,592.45
---------------	-----------

Balance Due	27,592.45
-------------	-----------

9/8/2021

Discount

Check Amount

Payment	27,592.45
	27,592.45

6463

Columbia/ICB- CHEC CID Pay App #8 Haystack 19045

27,592.45

AIA Document G732 2 09

Application and Certification for Payment, Construction Manager as Adviser Edition

FROM CONTRACTOR: BARBER VALLEY DEVELOPMENT		VIA CONSTRUCTION MANAGER(S):		DISTRIBUTION TO: OWNER CONSTRUCTION MANAGER ARCHITECT CONTRACTOR FIELD	
CONTRACTOR: CENTRAL PAVING CO., INC		Contact: Terry McEntee			
CONTRACT FOR: Harris Ranch - Haystack -19045					
APPLICATION NO: 9		PERIOD TO: 8/31/21			
CONTRACT DATE:		COMMITMENT NO:			

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. AIA Document G703, Continuation Sheet Equivalent, 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 of Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

1. ORIGINAL CONTRACT SUM..... 2,069,994.29
2. NET CHANGES IN THE WORK..... 96,801.52
3. CONTRACT SUM TO DATE (Line 1 + 2)..... 2,166,795.81
4. TOTAL COMPLETED AND STORED TO DATE (Column I on G703)..... 2,160,567.81
5. RETAINAGE:

a. 5% % of Completed Work (Column F + G on G703) 2,160,567.81) = 104,390.17 -

b. 5% % of Stored Material (Column H on G703)) = -

Total Retainage (Lines 5a + 5b, or Total in Column L on G703) 104,390.17

6. TOTAL EARNED LESS RETAINAGE..... 2,056,177.64

(Lines 4 minus Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT..... 1,974,114.95

(Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE..... 82,062.69

9. BALANCE TO FINISH, INCLUDING RETAINAGE

(Line 3 minus Line 6) 110,618.17 ✓

10. BALANCE TO FINISH, EXCLUDING RETAINAGE

(Column K from G703) 6,228.00

☐ Check here for request to release retainage.

By: R. Still Date: 9/1/21

State of: IAAHO

County of: ADA

Subscribed and sworn to before me this 31 day of August

Notary Public: Joan Nomme-Buglione

My Commission Expires: 5/30/2021

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on evaluations of the Work and the information, the Construction Manager(s) certify to the Owner that to the best of their 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..... 82,062.69

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

CONSTRUCTION MANAGER

By: David D. Howell Date: 9.1.21

CONSTRUCTION MANAGER

SUMMARY OF CHANGES IN THE WORK	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this month including Construction Change Directives		
TOTAL	-	-
NET CHANGES IN THE WORK		

By: _____ Date: _____

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.

Handwritten: JW 9/9/21 DW 11/11/21

Harris Ranch Haystack

Pay Estimate #9

Contractor - Central Paving

Date 8/30/2021
Pay Estimate No. 9

Contractor - Central Paving										Quantities			Payments		
Client Bid #	Description	Bid Quantity	Units	Unit Price	Total	Previous	Current	Total	Previous	Current	Current w/Retention				
Harris Ranch Haystack															
1	Mobilization	1	LS	52000.00	\$ 52,000.00	1.00		1.00	\$ 52,000.00	\$ -	\$ -				
2	Demobilization	1	LS	4900.00	\$ 4,900.00	1.00		1.00	\$ 4,900.00	\$ -	\$ -				
3	Bonds	1	LS	17500.00	\$ 17,500.00	1.00		1.00	\$ 17,500.00	\$ -	\$ -				
4	Insurance	1	LS	1.00	\$ 1.00	-		-	\$ -	\$ -	\$ -				
General Site Work															
5	Clear & Grub	5.55	AC	2300.00	\$ 12,765.00	5.55		5.55	\$ 12,765.00	\$ -	\$ -				
6	Site Structural Fill	12687	CY	16.80	\$ 213,141.60	12,687.00		12,687.00	\$ 213,141.60	\$ -	\$ -				
7	Project Dewatering	1	LS	3500.00	\$ 3,500.00	1.00		1.00	\$ 3,500.00	\$ -	\$ -				
8	Tackifier	2	AC	2200.00	\$ 4,400.00	-		-	\$ -	\$ -	\$ -				
9	Excavation to Subgrade	2127	CY	18.20	\$ 38,711.40	2,127.00		2,127.00	\$ 38,711.40	\$ -	\$ -				
10	Traffic Control	1	LS	5400.00	\$ 5,400.00	1.00		1.00	\$ 5,400.00	\$ -	\$ -				
11	Construction Surveying	1	LS	1000.00	\$ 1,000.00	-		-	\$ -	\$ -	\$ -				
Roads															
12	Road & Sidewalk Subgrade Compact & Prep	17339	SY	1.25	\$ 21,673.75	17,339.00		17,339.00	\$ 21,673.75	\$ -	\$ -				
13	6" Minus Uncrushed Aggregate Subbase (Imported)	4064	CY	26.20	\$ 106,476.80	4,064.00		4,064.00	\$ 106,476.80	\$ -	\$ -				
14	3/4" Minus Crushed Aggregate Base Course	1800	CY	50.00	\$ 90,000.00	1,800.00		1,800.00	\$ 90,000.00	\$ -	\$ -				
15	2-1/2" Asphalt Concrete	8902	SY	11.90	\$ 105,933.80	8,902.00		8,902.00	\$ 105,933.80	\$ -	\$ -				
16	5" Asphalt Concrete (Two Lift Placement per ACHD)	696	SY	28.40	\$ 19,766.40	696.00		696.00	\$ 19,766.40	\$ -	\$ -				
17	Type "p" Asphalt Repair	286	SY	48.80	\$ 13,956.80	286.00		286.00	\$ 13,956.80	\$ -	\$ -				
18	Saw Cut Existing Asphalt	1755	LF	1.25	\$ 2,193.75	1,755.00		1,755.00	\$ 2,193.75	\$ -	\$ -				
19	Standard 6" Vertical Curb and Gutter and Base Course	5493	LF	17.90	\$ 98,324.70	5,493.00		5,493.00	\$ 98,324.70	\$ -	\$ -				
20	6" Wide Concrete Sidewalk and Base Course	1897	SY	43.00	\$ 81,571.00	1,897.00		1,897.00	\$ 81,571.00	\$ -	\$ -				
21	15" Wide Concrete Sidewalk and Base Course	3390	SY	42.00	\$ 142,380.00	3,390.00		3,390.00	\$ 142,380.00	\$ -	\$ -				
22	Concrete Pedestrian Ramps	250	SY	133.00	\$ 33,250.00	250.00		250.00	\$ 33,250.00	\$ -	\$ -				
23	Concrete Entrances	175	SY	49.90	\$ 8,732.50	175.00		175.00	\$ 8,732.50	\$ -	\$ -				
Water															
24	Install new 1" water service and meter setting	3	EA	1700.00	\$ 5,100.00	3.00		3.00	\$ 5,100.00	\$ -	\$ -				
25	8" PVC Water Main	640	LF	35.40	\$ 22,656.00	640.00		640.00	\$ 22,656.00	\$ -	\$ -				
26	6" PVC Water Main	105	LF	191.00	\$ 20,055.00	105.00		105.00	\$ 20,055.00	\$ -	\$ -				
27	6" x 2" Blowoff Assembly	1	EA	1500.00	\$ 1,500.00	1.00		1.00	\$ 1,500.00	\$ -	\$ -				
28	3/4" Water Service	1	EA	1.00	\$ 1.00	-		-	\$ -	\$ -	\$ -				
29	1" Irrigation Service	3	EA	1700.00	\$ 5,100.00	3.00		3.00	\$ 5,100.00	\$ -	\$ -				
30	2" Water Service with 1- 2 Inch Setting	11	EA	3700.00	\$ 40,700.00	11.00		11.00	\$ 40,700.00	\$ -	\$ -				
31	6" Fire Service With Valve & Blowoff	11	EA	4300.00	\$ 47,300.00	11.00		11.00	\$ 47,300.00	\$ -	\$ -				
32	6" Fire hydrant Assembly	5	EA	7200.00	\$ 36,000.00	5.00		5.00	\$ 36,000.00	\$ -	\$ -				
33	Lower 6" Main Below Existing Non-Possible Main	4	EA	4700.00	\$ 18,800.00	4.00		4.00	\$ 18,800.00	\$ -	\$ -				
34	Hot Tap Connection to Existing 12" PVC Main	2	EA	1900.00	\$ 3,800.00	2.00		2.00	\$ 3,800.00	\$ -	\$ -				
35	Hot Tap Connection to Existing 16" DI Main	12	EA	1900.00	\$ 22,800.00	12.00		12.00	\$ 22,800.00	\$ -	\$ -				
36	Adjust Existing Water Valve to finished grade	1	LS	1300.00	\$ 1,300.00	1.00		1.00	\$ 1,300.00	\$ -	\$ -				
Sewer															
37	Connect to New 8" Main to Existing Sewer Manhole	1	EA	7000.00	\$ 7,000.00	1.00		1.00	\$ 7,000.00	\$ -	\$ -				
38	8" SDR35, PVC Sewer Main	327	LF	72.00	\$ 23,544.00	327.00		327.00	\$ 23,544.00	\$ -	\$ -				
39	4" SDR35, PVC Sewer Service	102	LF	74.10	\$ 7,558.20	102.00		102.00	\$ 7,558.20	\$ -	\$ -				
40	6" SDR35, PVC Sewer Service	515	LF	78.10	\$ 40,221.50	515.00		515.00	\$ 40,221.50	\$ -	\$ -				
41	48" Standard Sanitary Sewer Manhole	1	EA	3800.00	\$ 3,800.00	1.00		1.00	\$ 3,800.00	\$ -	\$ -				

42	Connect New Service to Exist. Main (Insert-a-Tee Connection)	7	EA	1400.00	\$	9,800.00	7.00			7.00	\$	9,800.00	\$	-	\$	-
43	Connect New Service to Exist. Main (Cut Exist. Main & Install Tee)	3	EA	3100.00	\$	9,300.00	3.00			3.00	\$	9,300.00	\$	-	\$	-
44	Adjust Sewer Manhole to Grade	1	LS	3200.00	\$	3,200.00	1.00			1.00	\$	3,200.00	\$	-	\$	-
45	Storm Drain															
46	12" PVC C-900 Storm Drain Pipe	825	LF	48.40	\$	39,930.00	825.00			825.00	\$	39,930.00	\$	-	\$	-
47	18" PVC C-900 Storm Drain Pipe	512	LF	69.40	\$	35,532.80	512.00			512.00	\$	35,532.80	\$	-	\$	-
48	Connect to Existing 18" C-900 Storm Drain Pipe	2	EA	1300.00	\$	2,600.00	2.00			2.00	\$	2,600.00	\$	-	\$	-
49	Type I Catch Basin	19	EA	1300.00	\$	24,700.00	19.00			19.00	\$	24,700.00	\$	-	\$	-
50	18" Standard Storm Drain Manhole	5	EA	3300.00	\$	16,500.00	5.00			5.00	\$	16,500.00	\$	-	\$	-
51	Wise Way Dual Pipe Storm Drain Manhole	2	EA	7400.00	\$	14,800.00	2.00			2.00	\$	14,800.00	\$	-	\$	-
52	Core Drill & Connect New Pipe to Existing Manhole/Joint	7	EA	1800.00	\$	12,600.00	7.00			7.00	\$	12,600.00	\$	-	\$	-
53	Adjust Storm Drain Manhole to Grade	1	LS	2800.00	\$	2,800.00	1.00			1.00	\$	2,800.00	\$	-	\$	-
54	SVPPP															
55	Prepare and File SWPPP, ENOT, ACRD, ESC Plan	1	LS	1800.00	\$	1,800.00	1.00			1.00	\$	1,800.00	\$	-	\$	-
56	Install all BMPs Prior to Construction	1	LS	9900.00	\$	9,900.00	1.00			1.00	\$	9,900.00	\$	-	\$	-
57	Continuously Inspect and Maintain BMP's	1	LS	1700.00	\$	1,700.00	1.00			1.00	\$	1,700.00	\$	-	\$	-
58	Final Site Inspection and File ENOT	1	LS	826.00	\$	826.00	-			-	\$	-	\$	-	\$	-
59	Irrigation															
60	4" Irrigation Main & Fittings	35	LF	43.60	\$	1,526.00	35.00			35.00	\$	1,526.00	\$	-	\$	-
61	4" Gate Valve	2	EA	736.00	\$	1,472.00	2.00			2.00	\$	1,472.00	\$	-	\$	-
62	Connect to Existing System	1	LS	639.00	\$	639.00	1.00			1.00	\$	639.00	\$	-	\$	-
63	Main Line Drain	1	EA	1100.00	\$	1,100.00	1.00			1.00	\$	1,100.00	\$	-	\$	-
64	Complete Fine Irrigation Design and Installation	1	LS	50700.00	\$	50,700.00	1.00			1.00	\$	50,700.00	\$	-	\$	-
65	Irrigation Sleeving	1	LS	6400.00	\$	6,400.00	1.00			1.00	\$	6,400.00	\$	-	\$	-
66	Landscaping															
67	Assembled Topsoil	1130	CY	27.50	\$	31,075.00	1,130.00			1,130.00	\$	31,075.00	\$	-	\$	-
68	Lawn	33179	SF	0.51	\$	16,921.29	-			33,179.00	\$	-	\$	16,921.29	\$	16,075.23
69	Trees	86	EA	743.00	\$	63,898.00	-			86.00	\$	-	\$	63,898.00	\$	60,703.10
70	Flowering plants in Planter Pots	1	LS	7100.00	\$	7,100.00	0.50			0.50	\$	3,550.00	\$	3,550.00	\$	3,372.50
71	Trash Receptacle	11	EA	1900.00	\$	20,900.00	11.00			11.00	\$	20,900.00	\$	-	\$	-
72	Benches	11	EA	3300.00	\$	36,300.00	11.00			11.00	\$	36,300.00	\$	-	\$	-
73	Planter Pots	22	EA	2100.00	\$	46,200.00	22.00			22.00	\$	46,200.00	\$	-	\$	-
74	Tree Grates	22	EA	5100.00	\$	112,200.00	22.00			22.00	\$	112,200.00	\$	-	\$	-
75	Street Signs and Lighting															
76	Street Signs	1	LS	10400.00	\$	10,400.00	1.00			1.00	\$	10,400.00	\$	-	\$	-
77	Removal of Existing Type II & III Barricades	1	LS	1600.00	\$	1,600.00	1.00			1.00	\$	1,600.00	\$	-	\$	-
78	Street Lighter - 35 ft Pole with Class A Fixture	2	EA	5700.00	\$	11,400.00	2.00			2.00	\$	11,400.00	\$	-	\$	-
79	Street Lights - 30 ft Pole with Class B Fixture	5	EA	7000.00	\$	35,000.00	5.00			5.00	\$	35,000.00	\$	-	\$	-
80	Street Light Electrical Conduit & Wire	1	LS	36000.00	\$	36,000.00	1.00			1.00	\$	36,000.00	\$	-	\$	-
81	Power Cost Street Signs & Poles	1	LS	2800.00	\$	2,800.00	1.00			1.00	\$	2,800.00	\$	-	\$	-
82	Pavement Striping and Symbols	1	LS	4700.00	\$	4,700.00	1.00			1.00	\$	4,700.00	\$	-	\$	-
83	Obliterate Existing Pavement Stripe	400	LF	2.15	\$	860.00	400.00			400.00	\$	860.00	\$	-	\$	-
84	Change Order #1															
85	Install Additional Stop Bars	1	LS	500.00	\$	500.00	1.00			1.00	\$	500.00	\$	-	\$	-
86	Change Order #2															
87	Two Wire Up-Grade, Landscape Sprinklers	1	LS	18,175.89	\$	18,175.89	1.00			1.00	\$	18,175.89	\$	-	\$	-
88	Contractor Markup	1	LS	908.79	\$	908.79	1.00			1.00	\$	908.79	\$	-	\$	-
89	Change Order #3															
90	Concrete Washout Removal	1	LS	1,440.00	\$	1,440.00	1.00			1.00	\$	1,440.00	\$	-	\$	-
91	GFS Model Modifications Do to Design Changes	1	LS	1,000.00	\$	1,000.00	1.00			1.00	\$	1,000.00	\$	-	\$	-
92	Change Order #4															
93	Pipe Modifications and Additional Work	1	LS	72,764.35	\$	72,764.35	1.00			1.00	\$	72,764.35	\$	-	\$	-
94	Change Order #5															
95	Warm Springs Blue Lane Obliteration and Restriping	1	LS	1,916.66	\$	1,916.66	1.00			1.00	\$	1,916.66	\$	-	\$	1,870.83

86	Contractor Markup	1	LS	\$	95.83	\$	95.83	\$	95.83	1.00	\$	-	\$	95.83	\$	91.04
<div> <div>Total Contract</div> <div> <div>\$ 2,166,795.81</div> <div>\$ 2,074,186.03</div> <div>\$ 86,381.78</div> <div>\$ 82,062.69</div> </div> </div>																

CID = \$1,400,780.05

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

7005

Date 10.13.2021

TO THE
ORDER OF

Central Paving Co., Inc \$ 82,062.69
Eighty two thousand sixty two 69/100 DOLLARS



34-827/1251

FOR Haystack Pay App #9 CID

⑈ 7005 ⑈

Central Paving Co., Inc.				10/13/2021		
Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
10/12/2021	Bill		82,062.69	82,062.69		82,062.69
				Check Amount		82,062.69

Columbia/ICB- CHEC Haystack Pay App #9 CID 82,062.69

Central Paving Co., Inc.				10/13/2021		
Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
10/12/2021	Bill		82,062.69	82,062.69		82,062.69
				Check Amount		82,062.69

Columbia/ICB- CHEC Haystack Pay App #9 CID

82,062.69

AIA Document G732 2 09

Application and Certification for Payment, Construction Manager as Adviser Edition

BARBER VALLEY DEVELOPMENT		APPLICATION NO: 10	000	DISTRIBUTION TO:
FROM CONTRACTOR: CENTRAL PAVING CO., INC		APPLICATION DATE: 10-31-2021		OWNER
Contact: Terry McEntee		PERIOD TO: 10-31-2021		CONSTRUCTION MANAGER
CONTRACT FOR: Harris Ranch - Hayslack - 19045		CONTRACT DATE:		ARCHITECT
VIA CONSTRUCTION MANAGER(S):		COMMITMENT NO:		CONTRACTOR
				FIELD

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM.....	2,069,994.29
2. NET CHANGES IN THE WORK.....	96,801.52
3. CONTRACT SUM TO DATE (Line 1 + 2).....	2,166,741.81
4. TOTAL COMPLETED AND STORED TO DATE (Column I on G703).....	2,166,741.81
5. RETAINAGE:	
a. 5% % of Completed Work (Column F + G on G703)	2,166,741.81) = 108,337.09
b. 5% % of Stored Material (Column H on G703)) =
Total Retainage (Lines 5a + 5b, or Total in Column L on G703)	108,337.09
6. TOTAL EARNED LESS RETAINAGE.....	2,166,741.81
(Lines 4 minus Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT.....	2,160,567.81
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE.....	5,865.30
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 minus Line 6)	* 104,698.87
10. BALANCE TO FINISH, EXCLUDING RETAINAGE (Column K from G703)	0.00

☒ Check here for request to release retainage.

* Change order 4 for \$72,764.25 was paid in full no retention was withheld Retention is based on \$2,093,975.56

SUMMARY OF CHANGES IN THE WORK	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this month including Construction Change Directives		
TOTAL	-	-
NET CHANGES IN THE WORK		

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 of Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Central Paving Co., Inc.

By: R. Stuckel Date: 11-8-2021

State of: IDAHO

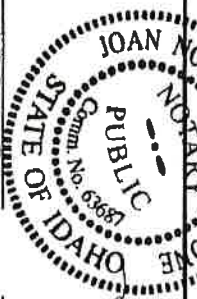
County of: ADA

Subscribed and sworn to before me

this 8th day of November

Notary Public Joan Nomme

My Commission Expires: 5/30/2022



CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on evaluations of the work and the data supporting this information, the Construction Manager(s) certify to the Owner that to the best of their 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..... 110,564.17

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

By: David Powell Date: 11/9/21

CONSTRUCTION MANAGER

By: _____ Date: _____
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.

NEWIDES
PATERSON
PERKINS

11/18/21
11/18/21
11/18/21

Harris Ranch Haystack

Pay Estimate #10

Contractor - Central Paving

Date 11/8/2021
Pay Estimate No. 10

Client Bid #				Description		Bid Quantity		Units	Unit Price	Total	Previous	Current	Quantities		Payments	
											Total	Previous	Current			Current w/Retention
1		Harris Ranch Haystack				1	LS		\$ 52000.00	\$ 52,000.00	1.00	\$ 52,000.00	\$ -		\$ -	\$ -
2		Mobilization	1	LS					\$ 4900.00	\$ 4,900.00	1.00	\$ 4,900.00	\$ -		\$ -	\$ -
3		Demobilization	1	LS					\$ 17500.00	\$ 17,500.00	1.00	\$ 17,500.00	\$ -		\$ -	\$ -
4		Bonds	1	LS					1.00	\$ 1.00	-	\$ -	\$ -		\$ -	\$ -
		Insurance	1	LS												
5		General Site Work														
6		Clear & Grub	5.55	AC					2300.00	\$ 12,765.00	5.55	\$ 12,765.00	\$ -		\$ -	\$ -
7		Site Structural Fill	12687	CY					16.80	\$ 213,141.60	12,687.00	\$ 213,141.60	\$ -		\$ -	\$ -
8		Project Dewatering	1	LS					3500.00	\$ 3,500.00	1.00	\$ 3,500.00	\$ -		\$ -	\$ -
9		Tackifier	2	AC					2200.00	\$ 4,400.00	-	\$ -	\$ -		\$ -	\$ -
10		Excavation to Subgrade	2127	CY					18.20	\$ 38,711.40	2,127.00	\$ 38,711.40	\$ -		\$ -	\$ -
11		Traffic Control	1	LS					5400.00	\$ 5,400.00	1.00	\$ 5,400.00	\$ -		\$ -	\$ -
		Construction Surveying	1	LS					1000.00	\$ 1,000.00	-	\$ -	\$ -		\$ -	\$ -
12		Roads														
13		Road & Sidewalk Subgrade Compact & Prep	17339	SY					1.25	\$ 21,673.75	17,339.00	\$ 21,673.75	\$ -		\$ -	\$ -
14		6" Minus Uncrushed Aggregate Subbase (Imported)	4064	CY					26.20	\$ 106,476.80	4,064.00	\$ 106,476.80	\$ -		\$ -	\$ -
15		3/4" Minus Crushed Aggregate Base Course	1800	CY					50.00	\$ 90,000.00	1,800.00	\$ 90,000.00	\$ -		\$ -	\$ -
16		2-1/2" Asphalt Concrete	8902	SY					11.90	\$ 105,933.80	8,902.00	\$ 105,933.80	\$ -		\$ -	\$ -
17		5" Asphalt Concrete (Two Lift Placement per ACHD)	696	SY					28.40	\$ 19,766.40	696.00	\$ 19,766.40	\$ -		\$ -	\$ -
18		Type "P" Asphalt Repair	286	SY					48.80	\$ 13,956.80	286.00	\$ 13,956.80	\$ -		\$ -	\$ -
19		Saw Cut Existing Asphalt	1755	LF					1.25	\$ 2,193.75	1,755.00	\$ 2,193.75	\$ -		\$ -	\$ -
20		Standard 6" Vertical Curb and Gutter and Base Course	5493	LF					17.90	\$ 98,324.70	5,493.00	\$ 98,324.70	\$ -		\$ -	\$ -
21		6" Wide Concrete Sidewalk and Base Course	1897	SY					43.00	\$ 81,571.00	1,897.00	\$ 81,571.00	\$ -		\$ -	\$ -
22		15" Wide Concrete Sidewalk and Base Course	3390	SY					42.00	\$ 142,380.00	3,390.00	\$ 142,380.00	\$ 2,184.00		\$ 2,074.80	\$ 2,074.80
23		Concrete Pedestrian Ramps	250	SY					133.00	\$ 33,250.00	250.00	\$ 33,250.00	\$ 3,990.00		\$ 3,790.50	\$ 3,790.50
		Concrete Entrances	175	SY					49.90	\$ 8,732.50	175.00	\$ 8,732.50	\$ -		\$ -	\$ -
24		Water														
25		Install new 1" water service and meter setting	3	EA					1700.00	\$ 5,100.00	3.00	\$ 5,100.00	\$ -		\$ -	\$ -
26		8" PVC Water Main	640	LF					35.40	\$ 22,656.00	640.00	\$ 22,656.00	\$ -		\$ -	\$ -
27		6" PVC Water Main	105	LF					191.00	\$ 20,055.00	105.00	\$ 20,055.00	\$ -		\$ -	\$ -
28		6" x 2" Blowoff Assembly	1	EA					1500.00	\$ 1,500.00	1.00	\$ 1,500.00	\$ -		\$ -	\$ -
29		3/4" Water Service	1	EA					1.00	\$ 1.00	-	\$ -	\$ -		\$ -	\$ -
30		1" Irrigation Service	3	EA					1700.00	\$ 5,100.00	3.00	\$ 5,100.00	\$ -		\$ -	\$ -
31		2" Water Service with 1-2 Inch Setting	11	EA					3700.00	\$ 40,700.00	11.00	\$ 40,700.00	\$ -		\$ -	\$ -
32		6" Fire Service With Valve & Blowoff	11	EA					4300.00	\$ 47,300.00	11.00	\$ 47,300.00	\$ -		\$ -	\$ -
33		6" Fire Hydrant Assembly	5	EA					7200.00	\$ 36,000.00	5.00	\$ 36,000.00	\$ -		\$ -	\$ -
		Lower 6" Main Below Existing Non-Potable Main	4	EA					4700.00	\$ 18,800.00	4.00	\$ 18,800.00	\$ -		\$ -	\$ -

ADDED CONCRETE NW INTERSECTION HAYSTACK ST. & WISSE WAY.

52.00
30.00

34	Hot Tap Connection to Existing 12" PVC Main	2	EA	1900.00	\$ 3,800.00	2.00	\$ 3,800.00	\$ -	\$ -
35	Hot Tap Connection to Existing 16" DI Main	12	EA	1900.00	\$ 22,800.00	12.00	\$ 22,800.00	\$ -	\$ -
36	Adjust Existing Water Valve to finished grade	1	LS	1300.00	\$ 1,300.00	1.00	\$ 1,300.00	\$ -	\$ -
37	Sewer								
37	Connect to New 8" Main to Existing Sewer Manhole	1	EA	7000.00	\$ 7,000.00	1.00	\$ 7,000.00	\$ -	\$ -
38	8" SDR35, PVC Sewer Main	327	LF	72.00	\$ 23,544.00	327.00	\$ 23,544.00	\$ -	\$ -
39	4" SDR35, PVC Sewer Service	102	LF	74.10	\$ 7,558.20	102.00	\$ 7,558.20	\$ -	\$ -
40	6" SDR35, PVC Sewer Service	515	LF	78.10	\$ 40,221.50	515.00	\$ 40,221.50	\$ -	\$ -
41	48" Standard Sanitary Sewer Manhole	1	EA	3800.00	\$ 3,800.00	1.00	\$ 3,800.00	\$ -	\$ -
42	Connect New Service to Exist. Main (Insert-a-Tee Connection)	7	EA	1400.00	\$ 9,800.00	7.00	\$ 9,800.00	\$ -	\$ -
43	Connect New Service to Exist. Main (Cut Exist. Main & Install Tee)	3	EA	3100.00	\$ 9,300.00	3.00	\$ 9,300.00	\$ -	\$ -
44	Adjust Sewer Manhole to Grade	1	LS	3200.00	\$ 3,200.00	1.00	\$ 3,200.00	\$ -	\$ -
45	Storm Drain								
45	12" PVC C-900 Storm Drain Pipe	825	LF	48.40	\$ 39,930.00	825.00	\$ 39,930.00	\$ -	\$ -
46	18" PVC C-900 Storm Drain Pipe	512	LF	69.40	\$ 35,532.80	512.00	\$ 35,532.80	\$ -	\$ -
47	Connect to Existing 18" C-900 Storm Drain Pipe	2	EA	1300.00	\$ 2,600.00	2.00	\$ 2,600.00	\$ -	\$ -
48	Type I Catch Basin	19	EA	1300.00	\$ 24,700.00	19.00	\$ 24,700.00	\$ -	\$ -
49	48" Standard Storm Drain Manhole	5	EA	3300.00	\$ 16,500.00	5.00	\$ 16,500.00	\$ -	\$ -
50	Wise Way Dual Pipe Storm Drain Manhole	2	EA	7400.00	\$ 14,800.00	2.00	\$ 14,800.00	\$ -	\$ -
51	Core Drill & Connect New Pipe to Existing Manhole/Inlet	7	EA	1800.00	\$ 12,600.00	7.00	\$ 12,600.00	\$ -	\$ -
52	Adjust Storm Drain Manhole to Grade	1	LS	2800.00	\$ 2,800.00	1.00	\$ 2,800.00	\$ -	\$ -
53	SWPPP								
53	Prepare and File SWPPP, NOI, ACHD ESC Plan	1	LS	1800.00	\$ 1,800.00	1.00	\$ 1,800.00	\$ -	\$ -
54	Install all BMPs Prior to Construction	1	LS	9900.00	\$ 9,900.00	1.00	\$ 9,900.00	\$ -	\$ -
55	Continuously Inspect and Maintain BMP's	1	LS	1700.00	\$ 1,700.00	1.00	\$ 1,700.00	\$ -	\$ -
56	Final Site Inspection and File ENOT	1	LS	826.00	\$ 826.00	-	\$ -	\$ -	\$ -
57	Irrigation								
57	4" Irrigation Main & Fittings	35	LF	43.60	\$ 1,526.00	35.00	\$ 1,526.00	\$ -	\$ -
58	4" Gate Valve	2	EA	736.00	\$ 1,472.00	2.00	\$ 1,472.00	\$ -	\$ -
59	Connect to Existing System	1	LS	639.00	\$ 639.00	1.00	\$ 639.00	\$ -	\$ -
60	Main Line Drain	1	EA	1100.00	\$ 1,100.00	1.00	\$ 1,100.00	\$ -	\$ -
61	Complete Fine Irrigation Design and Installation	1	LS	50700.00	\$ 50,700.00	1.00	\$ 50,700.00	\$ -	\$ -
62	Irrigation Sheering	1	LS	6400.00	\$ 6,400.00	1.00	\$ 6,400.00	\$ -	\$ -
63	Landscaping								
63	Amended Topsoil	1130	CY	27.50	\$ 31,075.00	1,130.00	\$ 31,075.00	\$ -	\$ -
64	Lawn	33179	SF	0.51	\$ 16,921.29	33,179.00	\$ 16,921.29	\$ -	\$ -
65	Trees	86	EA	743.00	\$ 63,898.00	86.00	\$ 63,898.00	\$ -	\$ -
66	Flowering plants in Planter Pots	1	EA	7100.00	\$ 7,100.00	1.00	\$ 7,100.00	\$ -	\$ -
67	Trash Receptical	11	LS	1900.00	\$ 20,900.00	11.00	\$ 20,900.00	\$ -	\$ -
68	Benches	11	EA	3300.00	\$ 36,300.00	11.00	\$ 36,300.00	\$ -	\$ -
69	Planter Pots	22	EA	2100.00	\$ 46,200.00	22.00	\$ 46,200.00	\$ -	\$ -
70	Tree Grates	22	EA	5100.00	\$ 112,200.00	22.00	\$ 112,200.00	\$ -	\$ -
71	Street Signs and Lighting								
71	Street Signs	1	LS	10400.00	\$ 10,400.00	1.00	\$ 10,400.00	\$ -	\$ -

72	Removal of Existing Type II & III Barricades	1	LS	1600.00	\$	1,600.00	1.00		1.00	\$	1,600.00	\$	-	\$	-
73	Street Lights - 25 ft Pole with Class A Fixture	2	EA	5700.00	\$	11,400.00	2.00		2.00	\$	11,400.00	\$	-	\$	-
74	Street Lights - 30 ft Pole with Class B Fixture	5	EA	7000.00	\$	35,000.00	5.00		5.00	\$	35,000.00	\$	-	\$	-
75	Street Light Electrical Conduit & Wire	1	LS	36000.00	\$	36,000.00	1.00		1.00	\$	36,000.00	\$	-	\$	-
76	Powder Coat Street Signs & Poles	1	LS	2800.00	\$	2,800.00	1.00		1.00	\$	2,800.00	\$	-	\$	-
77	Pavement Striping and Symbols	1	LS	4700.00	\$	4,700.00	1.00		1.00	\$	4,700.00	\$	-	\$	-
78	Obliterate Existing Pavement Stripe	400	LF	2.15	\$	860.00	400.00		400.00	\$	860.00	\$	-	\$	-
79	Change Order #1				\$	-	-		-	\$	-	\$	-	\$	-
	Install Additional Stop Bars	1	LS	500.00	\$	500.00	1.00		1.00	\$	500.00	\$	-	\$	-
80	Change Order #2														
	Two Wire Up-Grade, Landscape Sprinklers	1	LS	18,175.89	\$	18,175.89	1.00		1.00	\$	18,175.89	\$	-	\$	-
81	Contractor Markup	1	LS	908.79	\$	908.79	1.00		1.00	\$	908.79	\$	-	\$	-
82	Change Order #3														
	Concrete Washout Removal	1	LS	1,440.00	\$	1,440.00	1.00		1.00	\$	1,440.00	\$	-	\$	-
83	GPS Model Modifications Do to Design Changes	1	LS	1,000.00	\$	1,000.00	1.00		1.00	\$	1,000.00	\$	-	\$	-
84	Change Order #4														
	Pipe Modifications and Additional Work	1	LS	72,764.35	\$	72,764.35	1.00		1.00	\$	72,764.35	\$	-	\$	-
85	Change Order #5														
	Warm Springs Bike Lane Obliteration and Restriping	1	LS	1,916.66	\$	1,916.66	1.00		1.00	\$	1,916.66	\$	-	\$	-
86	Contractor-Markup	1	LS	95.83	\$	95.83	1.00		1.00	\$	95.83	\$	-	\$	-
Total Contract														\$ 2,166,795.81	
											Previous Payment (no retention)	Payment This Est (w/o Retention)	Payment This Estimate (w/ Retention)	\$ 2,160,567.81 \$ 6,174.00 \$ 5,865.30	

BARBER VALLEY DEVELOPMENT INC
877 W MAIN ST STE 501
BOISE, ID 83702-6018

COLUMBIA BANK
877.272.3678
columbiabank.com

8056

34-827/1251

CHECK ARMOR
1181
TRADE YOUR CHECK

12/13/2021

PAY TO THE
ORDER OF Central Paving Co., Inc.

\$ **110,564.17

One Hundred Ten Thousand Five Hundred Sixty-Four and 17/100*****

DOLLARS

Central Paving Co., Inc.
PO Box 15010
Boise, Idaho 83715

MEMO Haystack 19045 CID Pay App #10 final

AUTHORIZED SIGNATURE

⑈008056⑈

BARBER VALLEY DEVELOPMENT INC

8056

Date	Type	Reference	Original Amt.	Balance Due	12/13/2021 Discount	Payment
12/6/2021	Bill		110,564.17	110,564.17		110,564.17
					Check Amount	110,564.17

Columbia/ICB- CHEC Haystack 19045 CID Pay App #10 final 110,564.17

BARBER VALLEY DEVELOPMENT INC

8056

Date	Type	Reference	Original Amt.	Balance Due	12/13/2021 Discount	Payment
12/6/2021	Bill		110,564.17	110,564.17		110,564.17
					Check Amount	110,564.17

Columbia/ICB- CHEC Haystack 19045 CID Pay App #10 final 110,564.17

BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of November 18, 2019 ("Effective Date") between

Barber Valley Development ("Owner")

and RiveRidge Engineering Company ("Engineer")

Engineer agrees to provide the services described below to Owner for SP-01 Area SW12 and SW13 Construction Management Services ("Project").

Description of Engineer's Services:

The SP-01 Areas SW12 and SW13 Project Construction Management Scope of Services is made a part of this agreement and is attached.

Owner and Engineer further agree as follows:

1.01 Basic Agreement

A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement, and Owner shall pay Engineer for such Services as set forth in Paragraph 9.01.

2.01 Payment Procedures

A. *Preparation of Invoices.* Engineer will prepare a monthly invoice in accordance with Engineer's standard invoicing practices and submit the invoice to Owner.

B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

3.01 Additional Services

A. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above.

B. Owner shall pay Engineer for such additional services as follows: For additional services of Engineer's employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any.

4.01 Termination

A. The obligation to provide further services under this Agreement may be terminated:

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.

b. By Engineer:

1) upon seven days written notice if Engineer believes that Engineer is being requested by Owner to furnish or perform services contrary to Engineer's

responsibilities as a licensed professional; or

2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.

3) Engineer shall have no liability to Owner on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under paragraph 4.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon the receipt of notice by Engineer.

B. The terminating party under paragraphs 4.01.A.1 or 4.01.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

5.01 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

6.01 Successors, Assigns, and Beneficiaries

A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 6.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all

covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

7.01 General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Engineer and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. Engineer shall not at any time supervise, direct, or have control over any contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

C. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

D. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer.

E. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction

Contract" as prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2002 Edition).

F. All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

1. Owner shall have the right to copies (hard copies and/or electronic copies) of all final maps, elevations, grade and related work (the "Finished Work"), which is exclusive to this Project and has been paid for by Owner, including any copying costs. The Finished Work shall be the property of Owner, including the right to be used by Owner whether or not Engineer finishes the Project. If the Project is not completed by Engineer, Owner shall execute a Release of Liability, in a form satisfactory to Engineer, prior to the transfer of any copies of the Finished Work.

G. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$100,000 or the total amount of

compensation received by Engineer, whichever is greater.

H. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

8.01 Total Agreement

A. This Agreement (consisting of pages 1 to 4 inclusive together with any expressly incorporated appendix), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

9.01 Payment (Lump Sum Contract)

A. Using the procedures set forth in paragraph 2.01, Owner shall pay Engineer as follows:

The Following is considered a Lump Sum Contract for:

1. Construction Management Services \$ 34,000.00

Total estimated compensation \$ 34,000.00

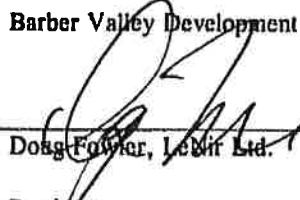
The Engineer reserves the right to review and modify, if necessary, estimated fees following the approval of a final concept plan by the Owner. The Engineer may alter the distribution of compensation between individual tasks of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless prior approval is given in writing by the Owner.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.


OWNER: Barber Valley Development

ENGINEER: RiveRidge Engineering Company

By:


Doug Fowler, LeNir Ltd.

By:


David G. Powell, P.E.

Title:

President

Title:

Corporate Vice President

Date Signed:

Nov. 19, 2019

Date Signed:

Nov. 18, 2019

Acknowledged:

Barber Valley Development

Address for giving notices:

LeNir Ltd

4940 E. Mill Station Drive, Suite 101-B

Boise, ID 83716

Address for giving notices:

RiveRidge Engineering

2447 S. Vista Avenue

Boise, ID 83705



November 18, 2019

Doug Fowler
LeNir LTD
4940 E. Mill Station Dr.
Suite 101-B
Boise, ID 83716

RE: SP-01 Areas SW12 and SW13
Construction Management Contract

Dear Mr. Fowler:

RiveRidge Engineering Company is pleased to submit this Scope of Services and associated Fee Structure for the **Construction Management Services** associated with the SP-01 Areas SW12 and SW13 construction project as depicted on the attached drawing. Based on anticipated schedule of construction, the CM services are expected to commence in July, 2020 and continue through June of 2021 (30 week period) with a break from November 2020 through to March of 2021.

Task 1 – Construction Bid Coordination and Award for improvements.

1. RiveRidge will work with legal for the preparation of the CID Bid document to accompany improvement documents for contractor bidding purposes.
2. RiveRidge will coordinate with team and submit all documents to Boise City Engineer for review and verification that documents and process meets CID eligibility requirements.
3. RiveRidge Engineering will distribute plans and coordinate with Barber Valley Development and contractors for the evaluation and costing of the intended construction.
4. RiveRidge will evaluate all bids received for compliance with the bid requirements and advertising and coordinate with Barber Valley Development, Contractor and City of Boise for execution of Project Contract and scheduling of construction.
5. RiveRidge Engineering will oversee all construction and document all work efforts, clarifications, work directives, change orders for final project completion.



Task 2 – Site Construction of Improvements.

RiveRidge Engineering Company will provide the following services related to construction:

1. Distribute plans to agencies, utilities and contractors that will be working on the project based on final approved plans and specifications.
2. Schedule, attend and assist with the ACHD and Boise City Pre-construction Conferences
3. Construction management services, including site observation, coordination with owner, agencies, contractors and sub-consultants and meetings to verify construction is being accomplished in accordance with the approved plans, specifications and timing.
4. Review and recommendation to Owner for payment of monthly contractor payment requests to be approved by Owner prior to payment.
5. Review and preparation of construction work directives and construction change orders to be reviewed and approved by Owner, prior to authorization of change.
6. On site visits for substantial and final completion inspections.
7. Coordination with owner, contractor and agencies for the timely completion of all punch list work at end of project to final agency acceptance.
8. Final project close-out to include evaluation of project impacts from change orders and directives, payment of retainage to contractor and final payments to contractor upon final agency and owner approval and acceptance of all improvements.

Construction Management Subtotal

\$34,000.00

Exclusions: The following services are specifically excluded from this Scope and considered to be provided, if required, by others:

1. Geotechnical and testing services
2. Legal services
3. Application fees associated with plan submittals, permits and approvals
4. Landscape and fine irrigation design, plan submittal and approvals
5. Any task not specifically identified above

This Construction Management Scope of Services is submitted for your review and approval. Attached, for your execution, is an agreement that is tied to this scope once you have approved this document. I am available to discuss any questions you might have regarding the scope, timeline and costs.

Sincerely,

David G. Powell, P.E.
Project Manager

RiveRidge
Haystack Subdivision No. 1 (SW 12 & 13)

Invoice Date	Job No.	Total		Check Number	Date Paid	Total Amount Paid
		Amount Billed				
5/6/2020	19045	\$ 5,481.87		6050	5/14/2020	\$ 5,481.87
7/10/2020	19045	\$ 2,400.00		6145	7/31/2020	\$ 2,400.00
7/10/2020	19045	\$ 5,630.00		6179	9/10/2020	\$ 5,630.00
9/9/2020	19045	\$ 3,100.00		6205	10/15/2020	\$ 3,100.00
10/8/2020	19045	\$ 5,412.50		6252 & 6267	11/12 & 12/10	\$ 5,412.50
11/9/2020	19045	\$ 3,721.30		6286	12/15/2020	\$ 3,721.30
12/7/2020	19045	\$ 3,700.00		6324	12/28/2020	\$ 3,700.00
1/6/2021	19045	\$ 5,600.00		6360	2/11/2021	\$ 5,600.00
2/8/2021	19045	\$ 5,775.00		6258	3/15/2021	\$ 5,775.00
3/10/2021	19045	\$ 4,725.00		6309	4/12/2021	\$ 4,725.00
4/8/2021	19045	\$ 4,375.00		6351	5/12/2021	\$ 4,375.00
5/10/2021	19045	\$ 4,883.15		6387	6/8/2021	\$ 4,883.15
6/8/2021	19045	\$ 2,900.00		6414	7/12/2021	\$ 2,900.00
7/6/2021	19045	\$ 3,850.00		6442	8/13/2021	\$ 3,850.00
8/13/2021	19045	\$ 875.00		6477	9/8/2021	\$ 875.00
Total:		\$ 62,428.82				\$ 62,428.82

Barber Valley Development
4940 E. Mill Station Dr., Suite 101-B
Boise, ID 83716

Date: May 6, 2020
Job No. 19045

Description: Dallas Harris Estates SW12 and SW13 - CONSTRUCTION MANAGEMENT SERVICES

PROFESSIONAL SERVICES		AMOUNT	BALANCE
Professional engineering services rendered in April, 2020 in accordance with agreement			
1	Construction management related to Knife River earthwork of SW13		
	Project Manager 23.0 Hours @ \$ 160.00	\$ 3,680.00	
	Project Engineer 0.0 Hours @ \$ 125.00	\$ -	
	EIT 0.0 Hours @ \$ 95.00	\$ -	
			\$ 3,680.00
2.	Expenses		
	Erosion Control Permit Fee	\$ 673.97	
	Rough Grading Permit Fee	\$ 1,127.90	
			\$ 1,801.87
Total Due This Period:			\$ 5,481.87
Payments/Credits:			\$ -
Outstanding Invoice:			\$ -
TOTAL AMOUNT DUE:			\$ 5,481.87

PAYMENT TERMS:

All account balances not paid in full within one month of the billing date are subject to an interest charge at a rate of eighteen (18) percent (%) per annum compounded monthly until paid in full. Payments received shall be credited first to accrued interest and then to principal. All costs or fees incurred to collect overdue account balances shall be added to the principal portion of the account balance.

Am
5/6/2020

BARBER VALLEY DEVELOPMENT, INC.4940 E. MILL STATION DRIVE, STE. 101-B
BOISE, ID 83716**Columbia Bank** 521 12TH AVE. SOUTH
NAMPA, ID 83651

34-827/1251

6050

5/14/2020

PAY TO THE ORDER OF **RiveRidge******29,013.79****Twenty-Nine Thousand Thirteen and 79/100*********DOLLARS****RiveRidge**
2447 S. Vista Ave.
Boise, Idaho 83705

MEMO

THE BACK OF THIS DOCUMENT CONTAINS CHECK SECURITY WATERMARK AND COIN REACTIVE INK

006050**BARBER VALLEY DEVELOPMENT, INC.**
RiveRidge**6050**

Date	Type	Reference	Original Amt	Balance Due	5/14/2020 Discount	Payment
5/14/2020	Bill	[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
5/14/2020	Bill	[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
5/14/2020	Bill	19045 SW 12 & SW 13	5,481.87	5,481.87		5,481.87
5/14/2020	Bill	[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
5/14/2020	Bill	[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
5/14/2020	Bill	[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
5/14/2020	Bill	[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]

Check Amount

Columbia/ICB- CHEC

29,013.79**BARBER VALLEY DEVELOPMENT, INC.**
RiveRidge**6050**

Date	Type	Reference	Original Amt	Balance Due	5/14/2020 Discount	Payment
5/14/2020	Bill	[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
5/14/2020	Bill	[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
5/14/2020	Bill	19045 SW 12 & SW 13	5,481.87	5,481.87		5,481.87
5/14/2020	Bill	[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
5/14/2020	Bill	[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
5/14/2020	Bill	[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
5/14/2020	Bill	[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]

Check Amount

Columbia/ICB- CHEC

29,013.79

Date: July 10, 2020
Job No. 19045

[illegible]

All account balances not paid in full within one month of the billing date are subject to an interest charge at a rate of eighteen (18) percent (%) per annum compounded monthly until paid in full. Payments received shall be credited first to accrued interest and then to principal. All costs or fees incurred to collect overdue account balances shall be added to the principal portion of the account balance.

7/13/20
DW

BARBER VALLEY DEVELOPMENT, INC.4940 E. MILL STATION DRIVE, STE. 101-B
BOISE, ID 83716**Columbia Bank** 621 12TH AVE. SOUTH
NAMPA, ID 83651

34-827/1251

6145

7/31/2020

AY TO THE
ORDER OF

RiveRidge

**5,192.29

Five Thousand One Hundred Ninety-Two and 29/100*****

\$

DOLLARS

RiveRidge
2447 S. Vista Ave.
Boise, Idaho 83705FOR THE IMAGE
PAPER WITH HERE

MEMO

⑈006145⑈

BARBER VALLEY DEVELOPMENT, INC.
RiveRidge

Date	Type	Reference
7/31/2020	Bill	[REDACTED]
7/31/2020	Bill	[REDACTED]
7/31/2020	Bill	19045 SW 12 & 13

Original Amt.

Balance Due

7/31/2020

Discount

Payment

2,400.00

2,400.00

Check Amount

2,400.00

5,192.29

6145

Columbia/ICB- CHEC

5,192.29

BARBER VALLEY DEVELOPMENT, INC.
RiveRidge

Date	Type	Reference
7/31/2020	Bill	[REDACTED]
7/31/2020	Bill	[REDACTED]
7/31/2020	Bill	19045 SW 12 & 13

Original Amt.

Balance Due

7/31/2020

Discount

Payment

2,400.00

2,400.00

Check Amount

2,400.00

5,192.29

6145

Columbia/ICB- CHEC

5,192.29

Date: July 10, 2020
Job No. 19045

PROFESSIONAL SERVICES						AMOUNT	BALANCE
	Professional engineering services rendered in June, 2020 in accordance with agreement						
I	Construction management related to Knife River earthwork of SW13						
	Project Manager	18.0 Hours @	\$	160.00	\$	2,880.00	
	Project Engineer	22.0 Hours @	\$	125.00	\$	2,750.00	
	EIT	0.0 Hours @	\$	95.00	\$	-	
							\$ 5,630.00
	Total Due This Period:						\$ 5,630.00
	Payments/Credits:						\$ -
	Outstanding Invoice:						\$ -
	TOTAL AMOUNT DUE:						\$ 5,630.00

All account balances not paid in full within one month of the billing date are subject to an interest charge at a rate of eighteen (18) percent (%) per annum compounded monthly until paid in full. Payments received shall be credited first to accrued interest and then to principal. All costs or fees incurred to collect overdue account balances shall be added to the principal portion of the account balance.

Am
8/13/2020

BARBER VALLEY DEVELOPMENT, INC.
4940 E. MILL STATION DRIVE, STE. 101-B
BOISE, ID 83716

Columbia Bank 521 12TH AVE. SOUTH
NAMPA, ID 83651

6179

34-827/1251

9/10/2020

PAY TO THE ORDER OF RiveRidge

**16,940.70

Sixteen Thousand Nine Hundred Forty and 70/100

\$

DOLLARS

RiveRidge
2447 S. Vista Ave.
Boise, Idaho 83705

MEMO

⑈006179⑈

BARBER VALLEY DEVELOPMENT, INC.
RiveRidge

6179

Date	Type	Reference	Original Amt	Balance Due	9/10/2020 Discount	Payment
9/10/2020	Bill	[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
9/10/2020	Bill	[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
9/10/2020	Bill	[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
9/10/2020	Bill	SW 12 &13 19045	5,630.00	5,630.00		5,630.00
					Check Amount	16,940.70

Columbia/ICB- CHEC

16,940.70

BARBER VALLEY DEVELOPMENT, INC.
RiveRidge

6179

Date	Type	Reference	Original Amt	Balance Due	9/10/2020 Discount	Payment
9/10/2020	Bill	[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
9/10/2020	Bill	[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
9/10/2020	Bill	[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
9/10/2020	Bill	SW 12 &13 19045	5,630.00	5,630.00		5,630.00
					Check Amount	16,940.70

Columbia/ICB- CHEC

16,940.70

Date: September 9, 2020
Job No. 19045

[illegible]

1/1/20

BARBER VALLEY DEVELOPMENT, INC.

4940 E. MILL STATION DRIVE, STE. 101-B
BOISE, ID 83716



Columbia Bank 521 12TH AVE. SOUTH
NAMPA, ID 83651

34-827/1251

6205

10/15/2020

PAY TO THE ORDER OF RiverRidge

**46,849.89

Forty-Six Thousand Eight Hundred Forty-Nine and 89/100 *****

\$

DOLLARS

RiverRidge
2447 S. Vista Ave.
Boise, Idaho 83705

MEMO

⑈006205⑈

BARBER VALLEY DEVELOPMENT, INC.
RiverRidge

Date	Type	Reference	Original Amt.	Balance Due	10/15/2020 Discount	Payment
10/13/2020	Bill	[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
10/13/2020	Bill	[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
10/13/2020	Bill	[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
10/13/2020	Bill	19045 SW12 & 13	3,100.00	3,100.00		3,100.00
10/13/2020	Bill	[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
10/13/2020	Bill	[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
10/13/2020	Bill	[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
10/13/2020	Bill	[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
					Check Amount	46,849.89

Columbia/ICB- CHEC

46,849.89

BARBER VALLEY DEVELOPMENT, INC.
RiverRidge

Date	Type	Reference	Original Amt.	Balance Due	10/15/2020 Discount	Payment
10/13/2020	Bill	[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
10/13/2020	Bill	[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
10/13/2020	Bill	[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
10/13/2020	Bill	19045 SW12 & 13	3,100.00	3,100.00		3,100.00
10/13/2020	Bill	[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
10/13/2020	Bill	[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
10/13/2020	Bill	[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
10/13/2020	Bill	[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]
					Check Amount	

Columbia/ICB- CHEC

46,849.89



Barber Valley Development
4940 E. Mill Station Dr., Suite 101-B
Boise, ID 83716

Date: October 8, 2020
Job No. 19045

Description: Dallas Harris Estates SW12 and SW13 - CONSTRUCTION MANAGEMENT SERVICES

PROFESSIONAL SERVICES				AMOUNT	BALANCE
Professional engineering service rendered in September, 2020 per project contract.					
1. Project coordination, construction management					
Project Manager	20.0 Hours @	\$ 160.00		\$ 3,200.00	
Project Engineer	15.5 Hours @	\$ 125.00		\$ 1,937.50	
					\$ 5,137.50
2. Expenses					
Project Blue Prints				\$ 275.00	
					\$ 275.00
Total Due This Period:					\$ 5,412.50
Payments/Credits:					
Outstanding Invoice(s) Subtotal:					\$ -
TOTAL AMOUNT DUE:					\$ 5,412.50

PAYMENT TERMS:

All account balances not paid in full within one month of the billing date are subject to an interest charge at a rate of eighteen (18) percent (%) per annum compounded monthly until paid in full. Payments received shall be credited first to accrued interest and then to principal. All costs or fees incurred to collect overdue account balances shall be added to the principal portion of the account balance.

AM
10/12/20
19045

BARBER VALLEY DEVELOPMENT, INC.
4940 E. MILL STATION DRIVE, STE. 101-B
BOISE, ID 83716

 Columbia Bank 521 12TH AVE. SOUTH
NAMPA, ID 83651

6252

34-827/1251

11/12/2020

Y TO THE RiverRidge
ORDER OF

**5,412.00

Five Thousand Four Hundred Twelve and 00/100*****

\$

DOLLARS

RiverRidge
2447 S. Vista Ave.
Boise, Idaho 83705

MEMO 19045 CID SW 12 & 13

⑈006252⑈

BARBER VALLEY DEVELOPMENT, INC.
RiverRidge

6252

Date	Type	Reference	Original Amt.	Balance Due	11/12/2020 Discount	Payment
11/12/2020	Bill		5,412.00	5,412.00		5,412.00
					Check Amount	5,412.00

Columbia/ICE- CHEC 19045 CID SW 12 & 13

5,412.00

BARBER VALLEY DEVELOPMENT, INC.
RiverRidge

6252

Date	Type	Reference	Original Amt.	Balance Due	11/12/2020 Discount	Payment
11/12/2020	Bill		5,412.00	5,412.00		5,412.00
					Check Amount	5,412.00

Columbia/ICB- CHEC 19045 CID SW 12 & 13

5,412.00

BARBER VALLEY DEVELOPMENT, INC.

4940 E. MILL STATION DRIVE, STE. 101-B
BOISE, ID 83716



Columbia Bank 621 12TH AVE. SOUTH
NAMPA, ID 83651

34-827/1251

6267

12/10/2020

PAY TO THE ORDER OF RiveRidge

**0.50

Zero and 50/100*****

\$

DOLLARS

RiveRidge
2447 S. Vista Ave.
Boise, Idaho 83705

MEMO balance due #19045 10-8-2020 CID

⑈006267⑈

BARBER VALLEY DEVELOPMENT, INC.
RiveRidge

Date	Type	Reference	Original Amt.	Balance Due	12/10/2020 Discount	Payment
12/10/2020	Bill		0.50	0.50		0.50
					Check Amount	0.50

Columbia/ICB- CHEC balance due #19045 10-8-2020 CID

0.50

BARBER VALLEY DEVELOPMENT, INC.
RiveRidge

Date	Type	Reference	Original Amt.	Balance Due	12/10/2020 Discount	Payment
12/10/2020	Bill		0.50	0.50		0.50
					Check Amount	0.50

6267

Columbia/ICB- CHEC balance due #19045 10-8-2020 CID

0.50



Barber Valley Development
4940 E. Mill Station Dr., Suite 101-B
Boise, ID 83716

Date: November 9, 2020
Job No. 19045

Description: Dallas Harris Estates SW12 and SW13 - CONSTRUCTION MANAGEMENT SERVICES

PROFESSIONAL SERVICES				AMOUNT	BALANCE
Professional engineering service rendered in October, 2020 per project contract.					
1. Project coordination, contract review and routing, construction management					
Project Manager	8.0 Hours @	\$ 160.00		\$ 1,280.00	
Project Engineer	17.5 Hours @	\$ 125.00		\$ 2,187.50	
					\$ 3,467.50
2. Expenses					
Project Blue Prints				\$ 253.80	
					\$ 253.80
Total Due This Period:					\$ 3,721.30
Payments/Credits:					
Outstanding Invoice(s) Subtotal:					\$ -
TOTAL AMOUNT DUE:					\$ 3,721.30

PAYMENT TERMS:

All account balances not paid in full within one month of the billing date are subject to an interest charge at a rate of eighteen (18) percent (%) per annum compounded monthly until paid in full. Payments received shall be credited first to accrued interest and then to principal. All costs or fees incurred to collect overdue account balances shall be added to the principal portion of the account balance.

Am
12/8/20

BARBER VALLEY DEVELOPMENT, INC.4940 E. MILL STATION DRIVE, STE. 101-B
BOISE, ID 83716

34-827/1251

6286

12/15/2020

PAY TO THE ORDER OF RiveRidge

**3,721.30

Three Thousand Seven Hundred Twenty-One and 30/100*****

\$

DOLLARS

RiveRidge
2447 S. Vista Ave.
Boise, Idaho 83705

MEMO 19045 SW 12 & 13 CID

⑈006286⑈

BARBER VALLEY DEVELOPMENT, INC.
RiveRidge

Date	Type	Reference
12/14/2020	Bill	

Original Amt.
3,721.30

Balance Due
3,721.30

12/15/2020
Discount
Check Amount

Payment
3,721.30
3,721.30

6286

Columbia/ICB- CHEC 19045 SW 12 & 13 CID

3,721.30

BARBER VALLEY DEVELOPMENT, INC.
RiveRidge

Date	Type	Reference
12/14/2020	Bill	

Original Amt.
3,721.30

Balance Due
3,721.30

12/15/2020
Discount
Check Amount

Payment
3,721.30
3,721.30

6286

Columbia/ICB- CHEC 19045 SW 12 & 13 CID

3,721.30



Barber Valley Development
4940 E. Mill Station Dr., Suite 101-B
Boise, ID 83716

Date: December 7, 2020
Job No. 19045

Description: Dallas Harris Estates SW12 and SW13 - CONSTRUCTION MANAGEMENT SERVICES

PROFESSIONAL SERVICES				AMOUNT	BALANCE
Professional engineering service rendered in November, 2020 per project contract.					
1. Project coordination, contract review and routing, construction management					
Project Manager	20.0 Hours @	\$ 160.00		\$ 3,200.00	
Project Engineer	4.0 Hours @	\$ 125.00		\$ 500.00	
					\$ 3,700.00
Total Due This Period:					\$ 3,700.00
Payments/Credits:					
Outstanding Invoice(s) Subtotal:					\$ -
TOTAL AMOUNT DUE:					\$ 3,700.00

PAYMENT TERMS:

All account balances not paid in full within one month of the billing date are subject to an interest charge at a rate of eighteen (18) percent (%) per annum compounded monthly until paid in full. Payments received shall be credited first to accrued interest and then to principal. All costs or fees incurred to collect overdue account balances shall be added to the principal portion of the account balance.

12/18/20
AM
Dw

BARBER VALLEY DEVELOPMENT, INC.4940 E. MILL STATION DRIVE, STE. 101-B
BOISE, ID 83716

34-827/1251

6324

12/28/2020

PAY TO THE ORDER OF RiveRidge

**3,700.00

\$

Three Thousand Seven Hundred and 00/100*****

DOLLARS

RiveRidge
2447 S. Vista Ave.
Boise, Idaho 83705TURN HERE
TO REVERSE
FIDES WITH HEAT

MEMO CID SW 12 & 13-19045

⑈006324⑈

BARBER VALLEY DEVELOPMENT, INC.
RiveRidgeDate Type Reference
12/28/2020 BillOriginal Amt.
3,700.00Balance Due
3,700.0012/28/2020
Discount
Check AmountPayment
3,700.00
3,700.00

6324

Columbia/ICB- CHEC CID SW 12 & 13-19045

3,700.00

BARBER VALLEY DEVELOPMENT, INC.
RiveRidgeDate Type Reference
12/28/2020 BillOriginal Amt.
3,700.00Balance Due
3,700.0012/28/2020
Discount
Check AmountPayment
3,700.00
3,700.00

6324

Columbia/ICB- CHEC CID SW 12 & 13-19045

3,700.00



Barber Valley Development
4940 E. Mill Station Dr., Suite 101-B
Boise, ID 83716

Date: January 6, 2021
Job No. 19045

Description: Dallas Harris Estates SW12 and SW13 - CONSTRUCTION MANAGEMENT SERVICES

PROFESSIONAL SERVICES				AMOUNT	BALANCE
Professional engineering service rendered in December, 2020 per project contract.					
1. Project coordination, contract review and routing, construction management					
Project Manager	35.0 Hours @	\$ 160.00		\$ 5,600.00	
Project Engineer	0.0 Hours @	\$ 125.00		\$ -	
					\$ 5,600.00
Total Due This Period:					\$ 5,600.00
Payments/Credits:					
Outstanding Invoice(s) Subtotal:					\$ -
TOTAL AMOUNT DUE:					\$ 5,600.00

PAYMENT TERMS:

All account balances not paid in full within one month of the billing date are subject to an interest charge at a rate of eighteen (18) percent (%) per annum compounded monthly until paid in full. Payments received shall be credited first to accrued interest and then to principal. All costs or fees incurred to collect overdue account balances shall be added to the principal portion of the account balance.

AM
1/7/21
DW 2/22/21

BARBER VALLEY DEVELOPMENT, INC.4940 E. MILL STATION DRIVE, STE. 101-B
BOISE, ID 83716**Columbia Bank** 521 12TH AVE. SOUTH
NAMPA, ID 83651

34-827/1251

6360

2/11/2021

PAY TO THE ORDER OF RiveRidge

**5,600.00

\$

Five Thousand Six Hundred and 00/100*****

DOLLARS

RiveRidge
2447 S. Vista Ave.
Boise, Idaho 83705

PUB HED IMAGE

FOLDER WITH HEDS

MEMO 19045 CID sW 12 & 13 Haystack

MP

⑈006360⑈

BARBER VALLEY DEVELOPMENT, INC.
RiveRidgeDate Type Reference
2/10/2021 BillOriginal Amt.
5,600.00Balance Due
5,600.00

2/11/2021

Discount

Payment
5,600.00

Check Amount

5,600.00

6360

Columbia/ICB- CHEC 19045 CID sW 12 & 13 Haystack

5,600.00

BARBER VALLEY DEVELOPMENT, INC.
RiveRidgeDate Type Reference
2/10/2021 BillOriginal Amt.
5,600.00Balance Due
5,600.00

2/11/2021

Discount

Payment
5,600.00

Check Amount

5,600.00

6360

Columbia/ICB- CHEC 19045 CID sW 12 & 13 Haystack

5,600.00

Date: February 8, 2021
Job No. 19045

[illegible]

All account balances not paid in full within one month of the billing date are subject to an interest charge at a rate of eighteen (18) percent (%) per annum compounded monthly until paid in full. Payments received shall be credited first to accrued interest and then to principal. All costs or fees incurred to collect overdue account balances shall be added to the principal portion of the account balance.

BARBER VALLEY DEVELOPMENT INC
877 W MAIN ST STE 501
BOISE, ID 83702-6018

COLUMBIA BANK
877.272.3678
columbiabank.com

6258

34-827/1261
1181
CHECK ARMOR

3/15/2021

PAY TO THE ORDER OF RiveRidge

\$ **5,775.00

Five Thousand Seven Hundred Seventy-Five and 00/100*****

DOLLARS

RiveRidge
2447 S. Vista Ave.
Boise, Idaho 83705

MEMO 19045 Sub 1 Const. Mgmt. CID

AUTHORIZED SIGNATURE

006258

BARBER VALLEY DEVELOPMENT INC

RiveRidge

Date Type Reference
3/1/2021 Bill

Original Amt.
5,775.00

Balance Due
5,775.00

3/15/2021

Discount

Check Amount

Payment
5,775.00
5,775.00

6258

Columbia/ICB- CHEC 19045 Sub 1 Const. Mgmt. CID

5,775.00

BARBER VALLEY DEVELOPMENT INC

RiveRidge

Date Type Reference
3/1/2021 Bill

Original Amt.
5,775.00

Balance Due
5,775.00

3/15/2021

Discount

Check Amount

Payment
5,775.00
5,775.00

6258

Columbia/ICB- CHEC 19045 Sub 1 Const. Mgmt. CID

5,775.00

Date: March 10, 2021
Job No. 19045

[illegible]

Am
3/10/21
OW 4/10

BARBER VALLEY DEVELOPMENT INC
877 W MAIN ST STE 501
BOISE, ID 83702-6018

COLUMBIA BANK
877.272.3678
columbiabank.com

6309

34-827/1261

CHECK ARMOR
1181

4/12/2021

PAY TO THE ORDER OF RiveRidge

\$ **4,725.00

Four Thousand Seven Hundred Twenty-Five and 00/100*****

DOLLARS

RiveRidge
2447 S. Vista Ave.
Boise, Idaho 83705

MEMO 19045 Haystack Sub #1 CID

AUTHORIZED SIGNATURE

⑈006309⑈

BARBER VALLEY DEVELOPMENT INC

RiveRidge

Date	Type	Reference
3/24/2021	Bill	

Original Amt.	4,725.00
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Balance Due	4,725.00
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4/12/2021

Discount

Check Amount

Payment	4,725.00
	4,725.00

6309

Columbia/ICB- CHEC 19045 Haystack Sub #1 CID

4,725.00

BARBER VALLEY DEVELOPMENT INC

RiveRidge

Date	Type	Reference
3/24/2021	Bill	

Original Amt.	4,725.00
---------------	----------

Balance Due	4,725.00
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4/12/2021

Discount

Check Amount

Payment	4,725.00
	4,725.00

6309

Columbia/ICB- CHEC 19045 Haystack Sub #1 CID

4,725.00

Date: April 8, 2021
Job No. 19045

[illegible]

OW 11/8/21

BARBER VALLEY DEVELOPMENT INC
877 W MAIN ST STE 501
BOISE, ID 83702-6018

COLUMBIA BANK
877.272.3678
columbiabank.com

6351

34-827/1251

CHECK NUMBER
1181

5/12/2021

PAY TO THE ORDER OF RiveRidge

\$ **4,375.00

Four Thousand Three Hundred Seventy-Five and 00/100*****

DOLLARS

RiveRidge
2447 S. Vista Ave.
Boise, Idaho 83705

MEMO 19045 Haystack SW 12 & 13 sub 1 CID

AUTHORIZED SIGNATURE

⑈006351⑈

BARBER VALLEY DEVELOPMENT INC

6351

Date	Type	Reference	Original Amt.	Balance Due	5/12/2021 Discount	Payment
4/29/2021	Bill		4,375.00	4,375.00		4,375.00
					Check Amount	4,375.00

Columbia/ICB- CHEC 19045 Haystack SW 12 & 13 sub 1 CID

4,375.00

BARBER VALLEY DEVELOPMENT INC

6351

Date	Type	Reference	Original Amt.	Balance Due	5/12/2021 Discount	Payment
4/29/2021	Bill		4,375.00	4,375.00		4,375.00
					Check Amount	4,375.00

Columbia/ICB- CHEC 19045 Haystack SW 12 & 13 sub 1 CID

4,375.00



Barber Valley Development
4940 E. Mill Station Dr., Suite 101-B
Boise, ID 83716

Date: May 10, 2021
Job No. 19045

Description: Haystack Subdivision No. 1 - CONSTRUCTION MANAGEMENT SERVICES

PROFESSIONAL SERVICES				AMOUNT	BALANCE
Professional engineering service rendered in April, 2021 per project contract.					
1. Project Construction Management Services					
Project Manager	16.0 Hours @	\$ 175.00		\$ 2,800.00	
Project Engineer	8.0 Hours @	\$ 125.00		\$ 1,000.00	
					\$ 3,800.00
2. Expenses					
Boise City Application Fee				\$ 1,052.00	
Boise City convenience fee				\$ 28.40	
Parking				\$ 2.75	
					\$ 1,083.15
Total Due This Period:					\$ 4,883.15
Payments/Credits:					
Outstanding Invoice(s) Subtotal:					\$ -
TOTAL AMOUNT DUE:					\$ 4,883.15

PAYMENT TERMS:

All account balances not paid in full within one month of the billing date are subject to an interest charge at a rate of eighteen (18) percent (%) per annum compounded monthly until paid in full. Payments received shall be credited first to accrued interest and then to principal. All costs or fees incurred to collect overdue account balances shall be added to the principal portion of the account balance.

AM
5/12/21

BARBER VALLEY DEVELOPMENT INC

877 W MAIN ST STE 501
BOISE, ID 83702-6018

COLUMBIA BANK
877.272.3678
columbiabank.com

6387

34-827/1251

CHECK ARMOR

6/8/2021

PAY TO THE
ORDER OF

RiveRidge

\$ **4,883.15

Four Thousand Eight Hundred Eighty-Three and 15/100*****

DOLLARS

RiveRidge
2447 S. Vista Ave.
Boise, Idaho 83705

MEMO

Haystack Sub-1 19045 CID

AUTHORIZED SIGNATURE

⑈006387⑈

BARBER VALLEY DEVELOPMENT INC

RiveRidge

Date	Type	Reference
6/8/2021	Bill	19045

Original Amt.
4,883.15

Balance Due
4,883.15

6/8/2021

Discount

Check Amount

Payment
4,883.15
4,883.15

6387

Columbia/ICB- CHEC Haystack Sub 1 19045 CID

4,883.15

BARBER VALLEY DEVELOPMENT INC

RiveRidge

Date	Type	Reference
6/8/2021	Bill	19045

Original Amt.
4,883.15

Balance Due
4,883.15

6/8/2021

Discount

Check Amount

Payment
4,883.15
4,883.15

6387

Columbia/ICB- CHEC Haystack Sub 1 19045 CID

4,883.15

Date: June 8, 2021
Job No. 19045

[illegible]

All account balances not paid in full within one month of the billing date are subject to an interest charge at a rate of eighteen (18) percent (%) per annum compounded monthly until paid in full. Payments received shall be credited first to accrued interest and then to principal. All costs or fees incurred to collect overdue account balances shall be added to the principal portion of the account balance.

2,900.00



Barber Valley Development
4940 E. Mill Station Dr., Suite 101-B
Boise, ID 83716

Date: July 6, 2021
Job No. 19045

Description: Haystack Subdivision No. 1 - CONSTRUCTION MANAGEMENT SERVICES

PROFESSIONAL SERVICES			AMOUNT	BALANCE
Professional engineering service rendered in June, 2021 per project contract.				
1. Project Construction Management Services for June of 2021 are in excess of project budget amount due to the long term required sight inspections for the project.				
Project Manager	22.0 Hours @	\$ 175.00	\$ 3,850.00	
Project Engineer	0.0 Hours @	\$ 150.00	\$ -	\$ 3,850.00
Total Due This Period:				\$ 3,850.00
Payments/Credits:				
Outstanding Invoice(s) Subtotal:				\$ -
TOTAL AMOUNT DUE:				\$ 3,850.00

PAYMENT TERMS:

All account balances not paid in full within one month of the billing date are subject to an interest charge at a rate of eighteen (18) percent (%) per annum compounded monthly until paid in full. Payments received shall be credited first to accrued interest and then to principal. All costs or fees incurred to collect overdue account balances shall be added to the principal portion of the account balance.

BARBER VALLEY DEVELOPMENT INC

877 W MAIN ST STE 501
BOISE, ID 83702-6018

COLUMBIA BANK
877.272.3678
columbiabank.com

6442

34-827/1251

CHECK-AMOR

8/13/2021

PAY TO THE
ORDER OF

RiveRidge

\$ **3,850.00

Three Thousand Eight Hundred Fifty and 00/100*****

DOLLARS

RiveRidge
2447 S. Vista Ave.
Boise, Idaho 83705

MEMO

19045 CID Haystack #1

AUTHORIZED SIGNATURE

006442

BARBER VALLEY DEVELOPMENT INC

RiveRidge

Date	Type	Reference
7/30/2021	Bill	

Original Amt.
3,850.00

Balance Due
3,850.00

8/13/2021
Discount
Check Amount

Payment
3,850.00
3,850.00

6442

Columbia/ICB- CHEC 19045 CID Haystack #1

3,850.00

BARBER VALLEY DEVELOPMENT INC

RiveRidge

Date	Type	Reference
7/30/2021	Bill	

Original Amt.
3,850.00

Balance Due
3,850.00

8/13/2021
Discount
Check Amount

Payment
3,850.00
3,850.00

6442

Columbia/ICB- CHEC 19045 CID Haystack #1

3,850.00

Date: August 13, 2021
Job No. 19045

PROFESSIONAL SERVICES				AMOUNT	BALANCE
Professional engineering service rendered in July, 2021 per project contract.					
1.	Project Construction Management Services for June of 2021 are in excess of project budget amount due to the long term required sight inspections for the project.				
	Project Manager	5.0 Hours @	\$ 175.00	\$ 875.00	
	Project Engineer	0.0 Hours @	\$ 150.00	\$ -	
					\$ 875.00
	Total Due This Period:				\$ 875.00
	Payments/Credits:				
	Outstanding Invoice(s) Subtotal:				\$ -
	TOTAL AMOUNT DUE:				\$ 875.00

All account balances not paid in full within one month of the billing date are subject to an interest charge at a rate of eighteen (18) percent (%) per annum compounded monthly until paid in full. Payments received shall be credited first to accrued interest and then to principal. All costs or fees incurred to collect overdue account balances shall be added to the principal portion of the account balance.

BARBER VALLEY DEVELOPMENT INC
877 W. MAIN ST STE 501
BOISE, ID 83702-6018

COLUMBIA BANK
877.272.3678
columbiabank.com

6477

34-827/1261

CHECK ARMOR

9/8/2021

PAY TO THE ORDER OF RiveRidge

**875.00

\$

Eight Hundred Seventy-Five and 00/100*****

DOLLARS

RiveRidge
2447 S. Vista Ave.
Boise, Idaho 83705

MEMO 19045 CID Haystack

AUTHORIZED SIGNATURE

006477

BARBER VALLEY DEVELOPMENT INC

6477

RiveRidge

Date Type Reference
9/8/2021 Bill

Original Amt.
875.00

Balance Due
875.00

9/8/2021

Discount

Payment
875.00

Check Amount

875.00

Columbia/ICB- CHEC 19045 CID Haystack

875.00

BARBER VALLEY DEVELOPMENT INC

6477

RiveRidge

Date Type Reference
9/8/2021 Bill

Original Amt.
875.00

Balance Due
875.00

9/8/2021

Discount

Payment
875.00

Check Amount

875.00

Columbia/ICB- CHEC 19045 CID Haystack

875.00