HARRIS RANCH COMMUNITY INFRASTRUCTURE DISTRICT NO. 1

DALLAS HARRIS SOUTH SUBDIVISION NO. 2 ROAD AND UTILITY IMPROVEMENTS (SE7, SE8, SE11)

PROJECT COMPLETION DATE: March 28, 2022

PROJECT SUBMITTED TO THE CITY OF BOISE: October 12, 2022

TABLE OF CONTENTS

for

DALLAS HARRIS SOUTH SUBDIVISION NO. 2 ROAD AND UTILITY IMPROVEMENTS

(SE7, SE8, SE11)

- Acknowledgement of Receipt
- Reimbursement Request Amount
- Wire Instructions

1. PROJECT DESCRIPTION

2. <u>REIMBURSEMENT REQUEST EXPLANATION – COMPLETENESS LETTER</u>

3. ACCEPTANCES

- A. ACHD Acceptance for Ownership and Maintenance
- B. Sanitary Sewer Acceptance
- C. Street Lights Acceptance

4. **BID DOCUMENTATION**

- A. Public Bidding Advertisement
- B. Bid Tabulation
- C. Bid Proposal & Schedule of Values
- D. Notice of Award

5. SUMMARY OF REIMBURSEMENT REQEUSTS

6. <u>CENTRAL PAVING CONSTRUCTION</u>

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

7. RIVERIDGE ENGINEERING

- A. Contract
- B. Pay Applications and Payments

October 12, 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. 2 Road and Utility Improvements (SE7, SE8, SE11) Project Manual & Reimbursement Notebook

Signature of Recipient City of Boise

Bill Jones

Date

October 11, 2022

- will ensure David Hasegawa receives these two binders.

DALLAS HARRIS SOUTH SUBDIVISION NO. 2 ROAD AND UTILITY IMPROVEMENTS

REIMBURSEMENT REQUESTED FROM HARRIS RANCH

COMMUNITY INFRASTURCRE DISTRICT NO. 1

- \$1,367,140.49

\$1,167,812.36 Per revised Engineer Certifciation Wiring Instructions:

Columbia State Bank

Routing

Account

Barber Valley Development Inc.

Project Description

Dallas Harris South Subdivision No. 2 Road and Utility Improvements

Project reimbursement request summitted by Barber Development, Inc. & Harris Family Limited Partnership, LLC

Doug Fowler

President Barber Valley Development Inc.

EN DA THE MITTE







Pur 124 The bride		IN WITNESS WHEREOF, THE GRANTORS HAVE CAUSED THIS INSTRUMENT TO BE SUBSCRIBED THIS 15 DAY OF AUGUST 2022. BARBER VALLEY DEPENDENT INC., AN IDAHO CORPORATION CULL AND DEPENDENT INC., AN IDAHO CORPORATION DEPENDENT INC. AN IDAHO CORPORATION ACTIVITION EDATED	ACKNOWLEDGEMENT STATE OF IDAHO) SCOUNTY OF ADA) COUNTY OF ADA) S.S. COUNTY OF ADA) S.S. COUNTY OF ADA) Not HERPARED OGGASAF FOWME ON IDAHINED TO ME TO BE AND FOR SAID STATE PRESENALTY FREEMED FOR ACASAF FOW OR IDENTIFIED TO ME PRESENAL FOR FOUND IN AND FOR SAID STATE.	SAUD CORPORATION, AND ACKNOWIZIÓGT TO WE THAT SUCH PERSON EDECUTED THE SAME OFFICIAL THAT HAT AND AND AFFICE THAT SUCH PERSON EDECUTED THE SAME OFFICIAL SEAL THE DAY AND YEAR IN THIS CERTIFICATE IN WINESS WHEREN, WAITEN. IN WINESS WHEREN, AND ACKNOWIZIÓR THAY HAND AND AFFICE HAT SUCH SEAL THE DAY AND YEAR IN THIS CERTIFICATE INST ADOVE WHITEN. IN THAT PUBLIC FOR IDAN OF AN AND AND AFFICE THAT AND AND AFFICE THAT AND AND AFFICIAL SEAL THE DAY AND YEAR IN THIS CERTIFICATE RESIDUNC AT THE DAY AND YEAR IN THIS CERTIFICATE RESIDUNC AT THE DAY AND YEAR IN THIS CERTIFICATE INTERVALUES AND AFFICE IDAN OF AN AND AFFICE IDAN OF AN AND AN AFFICIAL SEAL THE DAY AND YEAR IN THIS CERTIFICATE RESIDUNC AT THE DAY AND THE CENTRAL ADDRESS AND AFFICE IDAN OF AN AND AN AFFICIAL SEAL THE DAY AND YEAR INTERVALUES AND AFFICIAL SEAL THE DAY AND AFFICIAL SEAL THE DAY AND AFFICIAL SEAL AND	DAVE EVANS CONSTRUCTION LLC, AN IDAHO LIMITED LIABILITY COMPANY D ZACHARY EVANS MANAGER, AS DIMER OF BLOCK 2 UPON RECORDING ACKNOW EDGEMENT STATE OF IDAHO) S.S.	OR THIS LLP. DAY OF ALIQUEST : 2022. BEFORE ME, THE UNDERSIGNED A NOTARY PUBLIC IN AND FOR SAUD STATE, PERSONALLY APPEARED O CATARAY FONN, OR THE PERSON MUC DESCURED THE WANGEOF OF DAYE EVANS CONSTRUCTION LLC. PERSONALLY APPEARED O CATARAY FONN, OR THE RECURSED THE INSTRUMENT ON BEALF OF SAID LIMITED LABILITY COMPANY AND ACKNOW.EDGED TO WE THAT DAYE EVANS CONSTRUCTION LLC. EXECUTED THE SAME IN WITHESS WHEREOF I HAVE HEREUNTO SET MY HAND AND AFTIKED MY OFFICIAL SEAL THE DAY AND YEAR IN THIS CERTIFICATE NOTARY PUBLIC FOR IDAY RESONIC ATT. 2055 D1 LOS/17.0274 MICOMMERSION EDGENES IN THE DAY AND YEAR IN THIS CERTIFICATE IN YOR WITHEN. TO SAID AND AFTIKED MY OFFICIAL SEAL THE DAY AND YEAR IN THIS CERTIFICATE NOTARY PUBLIC FOR IDAY RESONIC ATT. 2055 D1 LOS/17.0274 MICOMMERSION ENDER PROSENT	IN WITNESS WHEREOF. THE CRANTORS HAVE CAUSED THIS INSTRUMENT TO BE SUBSCRIBED THIS. T. DAY OF ALLYFUNCT. 2022 THE INDEPENDENT SCHOOL DISTRICT OF BOISE CITY, THE POLITICAL SUBDIVISION OF THE STATE OF 10AHO USA ROBERTS DEPUTY SUPERINTENDENT, AS OWNER OF BLOCK 4 UPON RECORDING ACKNOMLEDGEMENT STATE OF 10AHO SCOUNTY OF JOA COUNTY OF JOA	OR THIS 17 DAY OF 328 (Julielast 2022, BEFORE ME, THE UNDERSTORED A NOTARY PUBLIC IN AND FOR SAUD STATE FOR SOMALLY APPEARED LIST, ROBERKE, STROBARKE, THE UNDERSTORED A NOTARY PUBLIC IN AND FOR SAUD STATE SCHOOL OFFIRET LIST ROBERKE, STROBARKE, THE PUNDING PUBLIC IN AND FOR SAUD STATE FOR SOM WID COSCUTED THE INSTRUMENT OF THE POLITICAL STATE OF TO AND THE FOLLING THE ANALOTIC TO FOR STROPHY OF THE PUNDING AT THE POLITICAL STATE OF TO AND AT EXECUTED THE INSTRUMENT OF THAT SUCH IN WITNESS WHERE OF, I HAVE HERE UNTO ST MY HAND AND AFTIXED MY OFFICIAL SEAL THE DAY AND YEAR IN THIS CERTIFICATE POLITICAL SUBDYSION, EXECUTED THE SAME IN WITNESS WHERE OF, I HAVE HERE UNTO ST MY HAND AND AFTIXED MY OFFICIAL SEAL THE DAY AND YEAR IN THIS CERTIFICATE NOTARY PUBLIC FOR DAAP RESOME ATL SOLVE JD RESOME ATL SOLVE JD RESIDING ATL SOLVE JD	L. COOY 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 MADE ON THE GROUND UNDER MY DRECT 20 PLATS AND SURVEYS. TO PLATS AND SURVEYS.	2010 1000 90
	DALLAS HARRIS SOUTH SUBDIVISION NO.	CERTIFICATE OF OWNERS KNOW ALL MEN BY THESE PRESENTS: THAT BAPERER VALLEY DEVELOPMENT, INC., AN IDAHO CORPORATION, DAVE EVANS KNOW ALL MEN BY THESE PRESENTS: THAT BAPERER VALLEY DEVELOPMENT, INC., AN IDAHO CORPORATION, DAVE EVANS CONSTRUCTION: LLC, AN IDAHO LIMITED LUAEILITY COMPANY AND THE INCERED CONSTRUCT OF BOSE OTY. THE POLITICAL SUBDIVISION OF THE STATE OF IDAHO, ARE THE OWNERS OF THE PROFERITY DESCRIBED AS FOLLOWS.	A PARCEL OF LAND LOCATED WITHIN THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 3 NORTH, RANGE 3 EAST, BOISE MERDIAN, CITT OF BOISE, ACA COUNTY, IDAHO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS. COMMENCING AT THE SECTION CORNER COMMON TO SECTIONS 19, 20, 29, AND 30 FROM WHICH THE 1/4 CORNER COMMENCING 20 AND 29 BEARS SOUTH BUSSAR FARMES FEET, THENGES SOUTH 20149'02" EAST, 988.38 FEET TO THE SOUTHERY BOLINDAY UNE OF DULLS HARMES FEET, THONG SOUTH 20149'02" EAST, 988.38 FEET TO THE SOUTHERY BOLINDAY UNE OF DULLS HARMES FEAT. FONTHOWES SUDMYSON NO. IT AS FILED IN BOOK 118 OF PLATS AT PAGES 18280 THFOLICH 18286 AND THE FEAL POINT OF BEAMANNCE.	THENCE ON SAID SOUTHERLY BOUNDARY LINE THE FOLLOWING NINE (9) COURSES AND DISTANCES. SOUTH 640052° EAST, 53.00 FEET, NORTH 253506T EAST, 53.00 FEET, SOUTH 640052° EAST, 53.00 FEET, SOUTH 255906° EAST, 13.00 FEET, SOUTH 255906° EAST, 13.00 FEET, NORTH 255906° EAST, 13.00 FEET, NORTH 255906° EAST, 13.00 FEET, SOUTH 640052° EAST, 13.00 FEET, NORTH 255906° EAST, 13.00 FEET, SOUTH 640052° EAST, 13.00 FEET, NORTH 255906° EAST, 13.00 FEET, SOUTH 640052° EAST, 13.00 FEET, SOUTH 640050° EAST, 13.00 FEET, SOUTH 640		SOUTH ST2835 WENT, DUT LET, SOUTH ST2835 WENT, 1304 FEET, ST300 FEET ALONG PARE OF A CURVE TO THE LEFT HANNIG A RADIUS OF 421-50 FEET, A CENTRAL ANGLE ST317395 AND A LONG CHORD MICH BEARS SOUTH 14-42'03* WEST, 97.58 FEET, A CENTRAL ANGLE SOUTH 0890374* WEST, 117.31 FEET SOUTH 0890374* WEST, 117.31 FEET SOUTH 0890374* WEST, 117.31 FEET SOUTH 0890374* WEST, 12.44 FEET 16.47 FEET ALONG THE ARRO OF CLARKE TO THE RIGHT HANNIG A RADIUS OF 55.00 FEET, A CENTRAL ANGLE NORTH 53715* AND A LONG CHORD WHICH BEARS SOUTH 1829'25* WEST, 16.41 FEET, A CENTRAL ANGLE NORTH 53715* SAUTH 07.20 FEET; SOUTH 2027'45* WEST, 10.42 FEET; SOUTH 2027'45* WEST, 10.42 FEET;	<pre>DUTH 551752 Ex51, AD0 FEET; 12.20 FEET ALONG THE AREO FA URINE TO THE RIGHT HAWNG A RADIUS OF 66.00 FEET, A CENTRAL ANGLE OF 12.2507" AND A LONG CHORE WHICH BEARS SOUTH 47.25727 WEST, 12.28 FEET, THENCE LEANNOT SALD EXTERNAL ANGLE OF 0502754" AND A LONG CHORD WHICH BEARS NOTTH 46.4505" WEST, 74,39 FEET, THENCE URINE OFFIL: A CENTRAL ANGLE OF 0502754" AND A LONG CHORD WHICH BEARS NOTTH 66.4505" WEST, THENCE NOTH D22216" WEST, 15.65 FEET; THENCE NOTH D227916" WEST, 15.65 FEET; THENCE NOTH D227916" WEST, 15.52 FEET; THENCE SOUTH 63702'15" WEST, 15.52 FEET; THENCE SOUTH 63702'15" WEST, 15.52 FEET; THENCE CONTH 63705'15" WEST, 15.52 FEET; THENCE FEET ALONG THE ARC OF A CONTH 62750'17" WEST, 48.50 FEET, A CONTRAL A CONTH 677070" WEST 7000 FEET; THENCE FEET ALONG THE ARC OF A CONTH 62750'17" WEST, 48.50 FEET, A CONTRAL A FEET ALONG THE ARC OF A CONTH 62750'17" WEST, 48.50 FEET, A CONTRAL A FEET ALONG THE ARC OF A CONTRAL 677070" WEST 7000000000000000000000000000000000000</pre>	THENCE 60.38 FEET ALONG THE ARC OF CURVE TO THE RIGHT HAVING A RADUG OF 356.000 FEET, A CENTRAL ANGLE OF 0306177 AND A LONG THE ARC OF CURVERSE CURVE TO THE LEFT HAVING A RADUG OF 7,456.037 FEET, THENCE 14361 FEET ALONG THE ARC OF SAD REVERSE CURVE TO THE LEFT HAVING A RADUG OF 7,456.037 FEET, A BENCE 14361 FEET ALONG THE ARC OF TO THE CURVENT OTHEL LEFT HAVING A RADUG OF 7,456.037 FEET, THENCE OUTH 37726155 WEST, 71.50 FEET TO THE NORTH S158'55 WEST, 143.60 FEET, 143.040 FEET, THENCE ON SADD NORTH RIGHT-OF-WAY LINE APACH ROMT S158'55 WEST, 143.60 FEET, 144.0415 RADUG S 7,337.53 FEET, A CENTRAL ANGLE OF 0223'46" AND A LONG OHIG PAR OF A CURVE TO THE LEFT HAVING A 47.51361 FEET, THENCE ON SADD NORTH RIGHT-OF-WAY LINE APACH AGAIN OF A CURVE TO THE LEFT HAVING A 47.51361 FEET, THENCE ON SADD NORTH RIGHT-OF-WAY LINE APACH 34.0100 TH FARD NORTH 5414'56" WEST, THENCE CONN SADD NORTH RIGHT-OF-WAY UNE. NORTH 34.0310" EAST, 6.00 FEET, A CENTRAL 47.5161 FEET, THENCE CONN SADD NORTHERING FROMT-OF-WAY UNE. NORTH 34.032'56 GAGT, 6.00 FEET, THENCE SOUTH 7772'56" EAST, 10.297 FEET, THENCE SOUTH 7775'56" EAST, 10.297 FEET, THENCE SOUTH 7775'55" EAST, 10.297 FEET, 10.207 FEET, 10.207 FEET, THENCE SOUTH 7755'50" FAST, 10.297 FEET, 10.207 FEET, 10.2000 FEET, 10.	아이 아	

LAS HARRIS SOUTH SUBDI VISION NO. 2	CERTIFICATE OF COUNTY SURVEYOR. I. The UNDERSIGNED PROFESSIONAL LAND SURVEYOR, IN AND FOR ADA COUNTY, IDAHO, DO HEREBY GERTIFY THAT I HAVE CHECKED THIS PLAT AND THAT IT COMPLIES WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS. PLAT AND THAT IT COMPLIES WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS. PLAT AND THAT IT COMPLIES WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.	CERTIFICATE OF THE COUNTY TREASURER The UNDERSIGNEN TREASURER HAND FOR THE COUNTY OF ADA STATE OF IDAMO, PER THE REQUIREMENTS THE PROPERTY INCLUDED IN THAT AND AND LOTRENT AND/OF ADA STATE OF IDAMO, PER THE REQUIREMENTS THE PROPERTY INCLUDED IN THAT AND AND IN FULL THIS GENTIFICATION IS VALID FOR THE NECHTRANES THE PROPERTY INCLUDED IN THAT AND IN FULL THIS GENTIFICATION IS VALID FOR THE NECHTRANES THE PROPERTY INCLUDED IN THAT AND IN FULL THIS GENTIFICATION IS VALID FOR THE NECHTRANES THE PROPERTY INCLUDED IN THAT AND IN FULL THIS GENTIFICATION IS VALID FOR THE NECHTRANES THE PROPERTY INCLUDED IN THAT AND INFOLL THIS GENTIFICATION IS VALID FOR THE NECHTRANES THE PROPERTY INCLUDED IN THAT AND INFOLL THIS GENTIFICATION IS VALID FOR THE NECHTRANES THE PROPERTY INCLUDED IN THE THAT AND INFOLL THIS GENTIFICATION IS VALID FOR THE NECHTRANES THE PROPERTY INCLUDED IN THE LIFT AND INFOLL THIS GENTIFICATION IS VALID FOR THE NECHTRANES THE PROPERTY INCLUDED IN THE NECHTRANES OF THE TREE THE REQUIREMENTS THE PROPERTY INCLUDED IN THE NECHTRANES OF THE NECHTRANES OF THE NECHTRANES OF THE NECHTRANES OF THE TREE THE TREE THE NECHTRANES OF THE TREE TRE	COUNTY RECORDER'S CERTIFICATE STATE OF DOMO STATE OF DOMO STATE OF DOMO STATE OF DOMO STATE OF DATE STATE OF DATE STATE NET OF DATE STATE NET OF DATE ST	Ref Internation Internation Internation
DALLAS HARRIS SOUTI	APPROVAL OF ADA COUNTY HIGHWAY DISTRICT The Forecourd PLAT was accepted and Approved by the BOARD of ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS ON THE 14 DAY OF ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS THE 14 DAY OF ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS APPROVAL OF ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS	APROVAL OF CENTRAL DISTRICT HEALTH Switter's restructions as required by liabylo coor, the so, chapter 13 HAVE BEEN SATIPRIED ACCORDING TO THE SERVICE'S DE READ ON THE WITH RECOUNT RECORDER OF HIS MARK THE CONTROL OR HIS AGENT LISTING THE CONTROL OF HIS AGENT CERTRECTIONS WAY BE RE-IMPOSED, IN ACCORDANCE WITH SECTION 96-1326, IDAHO COOF, BY ISSUANCE OF A CERTRECTIONS WAY BE RE-IMPOSED, IN ACCORDANCE WITH SECTION 96-1326, IDAHO COOF, BY ISSUANCE OF A CERTRECTIONS WAY BE RE-IMPOSED, IN ACCORDANCE WITH SECTION 96-1326, IDAHO COOF, BY ISSUANCE OF A CERTRECTIONS WAY BE RE-IMPOSED, IN ACCORDANCE WITH SECTION 96-1326, IDAHO COOF, BY ISSUANCE OF A CERTRECTIONS WAY BE RE-IMPOSED, IN ACCORDANCE WITH SECTION 96-1326, IDAHO COOF, BY ISSUANCE OF A CERTRECTIONS WAY BE RE-IMPOSED, IN ACCORDANCE WITH SECTION 96-1326, IDAHO COOF, BY ISSUANCE OF A CERTRECTIONS WAY BE RE-IMPOSED, IN ACCORDANCE WITH SECTION 96-1326, IDAHO COOF, BY ISSUANCE OF A CERTRECTIONS WAY BE RE-IMPOSED, IN ACCORDANCE WITH SECTION 96-1326, IDAHO COOF, BY ISSUANCE OF A CERTRECTIONS WAY BE RE-IMPOSED, IN ACCORDANCE WITH SECTION 96-1326, IDAHO COOF, BY ISSUANCE OF A CERTRECTION 06 DISAPPROVIL. CHIE UNDERSTAND OF CITY ENDERTRE HERE A FILT HIE RECOMMENDED CONDITIONS OF BORE OIT HAVE THE UNDERSTAND BORE OIT PROVIDER. HERED A STATE HAT THE RECOMMENDED CONDITIONS OF BORE OIT HAVE	PE # 11185 PE # 11185 Interventer Convolution Interventer of the owner had no of the part of the point of the	The provide the second and the second

By nA B WIH

ZONING

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

Via hand delivery

October 11, 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 – Dallas Harris South Subdivision No. 2 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 Dallas Harris South Subdivision No. 2 (the "**Project**"), which is located in the southeast 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 E. Brightside Street between S. Millbrook Way and S. Barnside Way, S. Shadywood Way between E. Brightside Street and E. Haystack Street, S. Barnside Way between E. Warm Springs Ave. and E. Haystack Street, and E. Warm Springs Ave. between the Warm Springs Creek crossing and S. Barnside Way.

T. Hethe Clark

Ceoffrey M. Wardle

Joshua J. Leonard

Preston B, Rutter

T: 208.388.1000 F: 208.388.1001 clarkwardle.com 25I E Front St. Suite 3IO PO Box 639 Boise ID 8370I

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 September 6, 2022. Sewer was accepted on June 4, 2021 by the City of Boise and August 11, 2021 by Central District Health. Street lights were accepted by the City of Boise on March 22, 2022.

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:

ltem	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	None requested to developer's knowledge					
	District Manager						

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 <u>first</u> 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 not only multi-family areas (shown in violet and pink), but they are part of the roadway network that provides the entry into the project for those who will drive their children to school at the elementary school, whose site has been donated by the Harris family to the Boise School District. These roads also access other 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,

Hether Clam

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

September 6, 2022

- To: Barber Valley Development Inc 4940 E Mill Station Dr Ste 101-B Boise, ID 83716
- Re: Dallas Harris South 2 Subdivision Project (Trakit) No. SUBP21-0006 Acceptance for Maintenance

You are hereby advised that construction of the public street improvements required of **Dallas Harris South 2 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 **Dallas Harris South 2 Subdivision** for public maintenance.

An Inspection Deposit in the amount of **\$7,000.00** was provided prior to construction, with a total of **\$5,042.58** being charged for inspection costs. The balance of **\$1,957.42** is due the applicant under the terms of the inspection agreement and has been refunded with this letter.

This acceptance date of **March 28th 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 <u>Malexander@achdidaho.org</u>

Sincerely,

Sarah Cannon

Development Services Technician

Mike, Alexander

Development Review Supervisor

Digitally signed by Michael Alexander Date: 2022.09.27 16:18:18-06'00'

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 County



PUBLIC WORKS DEPARTMENT

MAYOR: Lauren McLean | DIRECTOR: Stephan Burgos

January 14, 2022

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

RE: Project Acceptance

Project No.: DRI-1907 Project Description: Dallas Harris South Subdivision #1 & 2 SUB 20-00043 & SUB20-00044

Dear Gentlemen:

The sewer system for the above referenced project has been inspected and is approved for acceptance and release of the bond(s) as of June 4, 2021. 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, Tiffany Lower John Kellar Inspector



Mike Sheppard, P.E. Civil Engineer

JK/til

CC:

Dan Smith, P.E., DEQ <u>dan.m.smith@deq.idaho.gov</u> email Lori Badigian & Mike Reno, Central District Health Dept., <u>badigia@cdhd.idaho.gov</u> email Jim Pickard, ACHD Construction Services <u>jpickard@achdidaho.org</u> email

I:\PWA\Project Program\DRI\DRI 1900s\1907\Project Acceptance Ph 1 and 2.docx

BOISE CITY HALL: 150 N. Capitol Boulovard | MAIL: P.O. Box 500, Boise, Idaho 83701-0500 | P: 208-608 7150 | TTY: 800-377-3529 BOISE CITY COUNCIL: Elaine Clegg (President), Holli Woodings (President Pro Tem), Patrick Bageant, Jimmy Hallyburton, Lisa Sánchez, Luci Willits

CITYOFBOISE.ORG/PUBLICWORKS

Barber Valley Development, Inc., DRI-1907 RE: Project Acceptance January 14, 2022 Page 2

Rich Wiebe, P.E., Asst. City Engineer, City of Boise Public Works - email Steve Comish, West Boise WWIF, City of Boise Public Works - email Gary Laughlin, West Boise WWIF, City of Boise Public Works - email Beatrix Raubenheimer, PW Utilities Asset Manager, City of Boise Public Works - email Céline Acord, Planning Manager, City of Boise PDS - email Rita DeYoung, Sewer Rating, City of Boise Public Works - email Morgan Webb, Candy Nichols, Sewer Rating, City of Boise Public Works - email Carrie Kirkpatrick, Accounting, City of Boise Public Works - email Brent Carver, Accounting, City of Boise Public Works - email David Hostetler, Survey, City of Boise Public Works - email April Wing, GIS Analyst, City of Boise Public Works - email L2 Excavation 2817 Brandt Avenue Nampa, ID 83681 RiveRidge Engineering 2447 S. Vista Avenue Boise, ID 83705

DRI-1907 2.6





File Number: 5617

August 11, 2021

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

RE: Dallas Harris South Subdivision No. 2

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 August 11, 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 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,

tw Pood

Lori Badigian, R.E.H.S. Senior Environmental Health Specialist

cc: Barber Valley Development, Inc RiveRidge Engineering Company Boise City Planning Department Boise City Building Department

LB:bk

Ada & Boise Counties 707 N. Armstrong Pl. Boise, ID 83704 208-375-5211 Elmore County 520 E. 8th N. Mountain Home, ID 83647 208-587-4407 Valley County 703 1st St. McCall. ID 83638

208-634-7194

PUBLIC

PUBLIC WORKS DEPARTMENT

MAYOR: Lauren McLean | DIRECTOR: Stephan Burgos

25 March 2022

RE: Street Light Acceptance SUB20-00044 3850 E Warm Springs Ave

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 Bolse City Subdivision Ordinance, will end one year after the above date. The City of Bolse 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,

10 Mauld

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



Beaufort Gazette Belleville News-Democrat Bellingham Herald Bradenton Herald Centre Daily Times Charlotte Observer Columbus Ledger-Enquirer Fresno Bee

The Herald - Rock Hill Herald Sun - Durham Idaho Statesman Island Packet Kansas City Star Lexington Herald-Leader Merced Sun-Star Niami Herald

el Nuevo Herald - Miami Modesto Bee Raleigh News & Observer The Olympian Sacramento Bee Fort Worth Star-Telegram The State - Columbia Sun Herald - Biloxi Sun News - Myrtle Beach The News Tribune Tacoma The Telegraph - Macon San Luis Obispo Tribune Tri-City Herald Wichita Eagle

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
36849	76774	Print Legal Ad - IPL0026709		\$89.34	2	40 L

Attention: Barbara Beaushaw PO BOX 639 BOISE, ID 837010639

LEGAL NOTICE ADVERTISEMENT FOR BID

Sealed bids will be received by Barber Valley Development, Inc. ("BVD") in connection with Harris Ranch Community Infrastructure District No. 1 ("HR CD No.1") for the construction of roadway and utility infrastructure improvements in connection with the construction of Dallas Harris South Subdivision No. 2 (the "Project"), which includes roadway improvements for E. Brightside Street, S. Shadywood Way, S. Barnside Way, 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 receptacies, presure 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 stallation 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, Bolse, Idaho 83702, no later than 4:00pm on June 17, 2021 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 June 11, 2021. Address all questions or clarification requests in writing to Dave Powell, RiveRidge Engineering Company, 2447 S. Vista Avenue, Boise, Idaho 83702 (dpowell@nvrdg.com). Project documents will be available in hard copy and electronically (PDF format) at a cost of \$50.00 per set beginning June 2021. Work will be awarded under one (1) general contract and will include all related work. All bids must be a lump-sum basis; segregated bids will not be accepted. Bids will be opened and publicly read aloud at the time and place stated for 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 4th day of June 2021. IPL0026709 Jun 4,11 2021 Bettina Jantzen, 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:

No. of Insertions: 2

 Beginning Issue of:
 06/04/2021

 Ending Issue of:
 06/11/2021

(Legals Clerk)

On this 11th day of November in the year of 2021 before me, a Notary Public, personally appeared before me Bettina Jantzen known or identified to me to be the person whose name subscribed to the within instrument, and being by first duly sworn, declared that the statements therein are true, and acknowledged to me that she executed the same.

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



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

NOTICE OF ADVERTISEMENT TO BID

for

HARRIS RANCH COMMUNITY INFRASTRUCTURE DISTRICT NO. 1 – DALLAS HARRIS SOUTH SUBDIVISION NO. 2 ROAD AND UTILITY IMPROVEMENTS

June 4, 2021

Barber Valley Development, Inc. invites you to submit a sealed bid for HARRIS RANCH COMMUNITY INFRASTRUCTURE DISTRICT NO. 1 – DALLAS HARRIS SOUTH SUBDIVISION NO. 2 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 E. Brightside Street between S. Millbrook Way and S. Barnside Way; S. Shadywood Way between E. Brightside Street and E. Haystack Street; S. Barnside Way between E. Warm Springs Ave. and E. Haystack Street; and E. Warm Springs Ave. between the Warm Springs Creek crossing and S. Barnside Way, 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. June 17, 2021.

Each sealed bid package shall be marked "HARRIS RANCH COMMUNITY INFRASTRUCTURE DISTRICT NO. 1 – DALLAS HARRIS SOUTH SUBDIVISION NO. 2 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 – DALLAS HARRIS SOUTH SUBDIVISION NO. 2 ROAD AND UTILITY IMPROVEMENTS

1. <u>General</u>. This proposal is for Work set forth in the plans and specifications for the Project (the "**Proposal**").

2. <u>Specifications and Documents</u>. 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. <u>Fixed Price</u>. 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. <u>Proposals</u>. 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. <u>Preparation</u>. 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. <u>Exceptions</u>. 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. <u>Signatures</u>. 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. <u>Submittal</u>. 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. <u>Withdrawal</u>. 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. <u>Information to be Submitted with the Proposal</u>. 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. <u>Schedule of Values</u>. 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. <u>Bidder's Schedule Letter</u>. 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: July 5, 2021 Substantial Completion (Road segment opened): Final Completion:

November 5, 2021 November 19, 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.

Local Conditions. Each Bidder shall visit the site of the Project or otherwise 8. thoroughly inform itself of all conditions and factors which would affect the prosecution and completion of the Project, including, but not limited to, weather and seasonal runoff, the arrangement and condition of existing or proposed structures affecting or which are affected by the Project; the availability and cost of labor, water, materials and supplies; and facilities for transportation, handling, and storage of materials and equipment. By submitting a Proposal, Bidder agrees that all factors have been properly investigated and considered in the preparation of its Proposal. No claims for financial adjustment or extension of time to any contract awarded for the Project will be permitted by Owner that are based on the lack of such prior information or its effect on the cost of the Project.

> a. Subsurface Conditions. Each Bidder shall be responsible for determining the types of subsurface materials that will be found in connection with the Project. Bidder will be provided with a copy of a geotechnical evaluation provided by ALLWEST, dated January 5, 2021 (Project No. 520-342G). As further set forth in

NOTICE OF ADVERTISEMENT TO BID AND INSTRUCTIONS TO BIDDERS (item 1.0.A) - Page 6

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. <u>Site Conditions that may Affect Sequence of Work</u>. 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. <u>Taxes, Permits, and Licenses</u>. 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. <u>Time of Completion</u>. 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. <u>Acceptance and Rejection of Proposals</u>. 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. <u>Harris Ranch Community Infrastructure District No. 1</u>. 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.

SCHEDULE OF VALUES - DALLAS HA	ULE OF VALUES - DALLAS HARRIS SOUTH SUBDIVISION NO. 2											
		RIVE	RIDGE ESTIN	MATE	<u>)</u>	CI	ENTRAL PAVI	NG	KNIFE RIVER			
Description	Quantity	Unit	Unit Cest	Extended Cost	Quantity	Unit	Unit Cost	Extended Cost	Quantity	Unit	Unit Cost	Extended Cost
Mobilization	1	LS	25000	\$25,000.00	1	LS	91171,87	\$91,171.87	В	LS	115196	\$115,196.00
Demobilization	15	LS	40000	\$4,000.00	1	LS	14600	\$14,600,00	-té	LS	1	\$1,00
Bonds	- E	LS	12500	\$12,500,00	1	LS	13100	\$13,100,00	E	LS	10500	\$10,500.00
Insurance	1	LS	0	\$0.00	1	LS	1	\$1.00	1	LS	500	\$500.00
Subtotal				\$41,500,00				\$118,872.87				S126,197.00
General Site Work												
Clear & Grub	0.1	AC	\$2,300.00	S230,00	3.3	AC	S6,900,00	\$22,770.00	4.5	AC	\$2,446,00	511,007,00
Site Structural Fill	2200	CY	\$17,00	\$37,400.00	9257	сү	\$20.00	\$185,140.00	11690	сү	S27,00	\$315,630,00
Project Dewatering	0	LS	\$4,000,00	S0,00	1	LS	\$26,800,00	\$26,800,00	1	LS	\$5,018.00	\$5,018.00
Tackifler	0	AC	\$800.00	S0.00	2	AC	\$726,00	\$1,452,00	1	٨C	\$1,740.00	\$1,740,00
Hydroseeding	0	AC	\$2,300.00	\$0.00	2	AC	\$2,850,00	\$5,700,00	1	AC	S2,784.00	S2,784.00
Excavation to Subgrade	275	СҮ	\$18,00	\$4,950.00	1468	СҮ	\$13,80	\$20,258.40	1716	СҮ	\$8,50	\$14,586,00
Remove Existing Fence	0	LF	\$0.00	\$0,00	400	LF	\$2,45	\$980,00	1	LF	\$697,00	\$697,00
Traffic Control	0	LS		\$0,00	1	LS	\$7,590.00	\$7,590.00	- 32	LS	\$7,540.00	\$7,540.00
Subiotal				\$42,580.00				\$270,690,40	\$359,002.00			
Roads												
Road & Sidewalk Subgrade Compact & Prep	12,830.0	SY	\$2.00	\$25,660.00	13,737.0	SY	\$1.25	\$17,171,25	14,715.0	SY	\$0,90	\$13,243.50
6" Minus Uncrushed Aggregate Subhase (Imported)	1,200.0	CY	\$26.20	\$31,440,00	2,256.0	СҮ	\$29,90	\$67,454.40	3,680,0	СУ	\$28,75	\$105,800,00
3/4" Minus Crushed Aggregate Base Coarse	850,0	CY	\$50,00	\$42,500.00	1,514.0	СҮ	\$54,70	\$82,815.80	1.560.0	СУ	\$46.25	\$72,150.00
2-1/2" Asphalt Concrete	7,590.0	SY	S14.00	\$106,260,00	3,932.0	SY	\$10,70	\$42,072,40	3,976.0	SΥ	\$10,20	\$40,555,20
J" SP-3, 1/2" mix, PG 64-28 Asphalt Concrete	0,0	SY	\$16.00	\$0,00	2,575.0	SΥ	\$12,60	\$32,445,00	2,454.0	SY	\$12.20	\$29,938.80
5" Asphalt Concrete (Two Lift Placement per ACHD)	350.0	SY	\$29.00	\$10,150,00	395.0	SY	\$58.00	\$22,910,00	605,0	SY	\$19,50	\$11,797.50
Type "P" Asphali Repair	50.0	SY	\$49,00	\$2,450.00	97.0	SY	\$30,70	S2,977,90	168,0	SY	\$112.50	\$18,900.00
Saw Cut Existing Asphalt	500,0	LF	\$1,25	\$625,00	550,0	LF	\$2.75	S1,512,50	520,0	LF	\$2.00	\$1,040.00
Standard 6" Vertical Curb and Gutter and Base Course	3,700,0	LF	\$18.00	\$66,600,00	3,545,0	LF	\$18.90	\$67,000,50	3.545.0	LF	S26.00	\$92,170,00
6' Wide Concrete Sidewalk and Base Course	500,0	SY	\$43.00	\$21,500.00	688.0	SY	\$37.90	\$26,075,20	688.0	SY	\$57.50	\$39,560.00

G:\20041\WPFiles\PROJECT MANUAL\Bid Tabulation-xlsx

Page 1 of 4

				DALLAS HAP	RIS SOU	IH SU	32					
Description	Quantity	Unit	Unlt Cost	Extended Cost		Unit	Unit Cost	Extended Cost	Quantity	Unit	Unit Cost	Extended Cost
Roads Continued												
15' Wide Concrete Sidewalk and Base Course	5,240.0	SY	\$42,00	\$220,080.00	5,003.0	SY	\$40,20	\$201,120.60	5,004,0	SY	\$67,50	\$337,770.00
Concrete Pedestrian Ramps	120,0	EA	\$133,00	\$15,960.00	- 14 -	EA	\$1,480.00	S20,720,00	14.0	EA	\$1,740.00	\$24,360,00
Subtota				\$543,225.00				\$584,275,55				\$787,285.00
Water												
Install new 1" water service and meter setting	0	EA	\$1,700.00	S0.00	1	EA	\$2,450,00	\$2,450,00	1	EA	\$4,160,00	\$4,160.00
2" Water Service with 1- 2 Inch Setting	5	EA	\$3,700,00	\$18,500.00	3	LF	\$4,930.00	\$14,790.00		LF	S4,160,00	\$4,160.00
2" Irrigation Service	0	EA	\$3,700.00	\$0.00	1	EA	\$3,980.00	\$3,980,00	1	EA	\$6,575.00	\$6,575.00
6" Fire Service With Valve & Blowoff	5	EA	\$4,300.00	\$21,500,00	3	EA	\$14,600,00	\$43,800,00	3	EA	\$4,600.00	\$13,800.00
8" PVC Water Main	290	LF	\$36.00	\$10,440.00	290	LF	\$71,50	\$20,735.00	290	LF	\$41.00	\$11,890.00
All 8" Water Main Fittings	(0)	LS	\$0,00	S0.00	1	LS	\$9,450,00	\$9,450,00	i	LS	\$10,100,00	\$10,100,00
8" x 2" Blowoff Assembly	0	EA	\$0,00	S0,00	-ï	EA	\$4,240.00	\$4,240,00	1	EA	\$1,275.00	\$1,275.00
New 6" Fire hydrant Assembly to new Main	3	EA	\$7,200,00	\$21,600,00	t	EA	\$4,690.00	\$4,690.00	1	EA	\$5,320.00	\$5_320.00
New 6" Fire Hydrant Assembly to Existing Main	0	EA	\$0.00	\$0,00	2	EA	\$8,660.00	\$17,320,00	2	EA	\$6,360,00	\$12,720.00
Connect to Existing 8" PVC Main at 2" blow-off	0	EA	S0.00	\$0.00	1	EA	\$3.570,00	\$3,570.00	<u> </u>	EA	\$522,00	\$522,00
Connect to Existing 8" PVC Main at New 8" Cross	0	LS	\$0,00	\$0,00		EA	\$3.570.00	\$3,570.00	1	EA	\$3,200.00	\$3,200.00
Adjust Existing Water Valve to finished grade	1	LS	\$1,500,00	\$1,500,00	1	LS	\$2,620.00	\$2,620,00	1	LS	\$1,100.00	\$1,100.00
Subtotal				\$73,540,00				\$131,215.00				\$74,822,00
Sewer												
4" SDR35, PVC Sewer Sen lee Pipe	0	LF	\$74.00	\$0,00	43	LF	\$126.00	S5+118.00	43	LF	\$18,00	\$774.00
6" SDR35, PVC Sewer Service Pipe	6	LF	\$80,00	\$480,00	215	LF	\$133.00	\$28,595.00	215	LF	\$19.00	\$4,085.00
Connect New 4" Service to Exist. 8" Main (Insert-A-Tee)	0	EA	\$0.00	\$9,00	1	EA	S2,050.00	\$2,050.00	<u>(</u> 1	EA	\$2,810.00	S2,810,00
Connect New 6" Service to Exist. 8" Main (Cut in New Tee)	6	EA	\$3,200,00	\$19,200.00	5	EA	\$4,340.00	\$21,700.00	5	EA	S2,930.00	\$14,650.00
Adjust Sewer Manhole to Grade	4	EA	\$3,200,00	\$12,800,00	4	EA	\$447,00	\$1,788.00	4	EA	\$1,150.00	\$4,600.00
Service Tap Permits	0	LS	\$0.00	\$0.00	1	EA	S670,00	\$670.00	6	EA	\$100.00	\$600.00
Subtotal				\$32,480.00				\$60,221.00				\$27,519.00

G:\20041\WPFiles\PROJECT MANUAL\Bid Tabulation,xlsx

Page 2 of 4

				DALLAS HAI	RIS 500	IH SUI	32					
Description	Quantity	Unit	Unit Cost	Extended Cost	Quantity	Unit	Unit Cost	Extended Cost	Quantity	Unit	Unit Cost	Extended Cost
Storm Drain												
12" PVC Storm Drain Pipe	100	LF	\$50,00	\$5,000.00	299	LF	\$65,30	\$19,524.70	-160	LF	\$63,75	\$10,200.00
15" PVC Storm Drain Pipe	50	LF	\$70,00	\$3,500.00	61	LF	S86.40	\$5,270.40	61	LF	S81.00	\$4,941.00
Connect New Pipe to Existing 12" PVC	0	EA	\$0,00	S0,00	1	LF	\$2,230.00	\$2,230,00	1	LF	\$562.00	\$562,00
Connect New Inlet to Existing 12" PVC	0	EA	S0,00	\$0,00	4	EA	\$1.00	\$1.00	1	EA	\$562,00	\$562.00
Type I Catch Basin	11	EA	\$1,300.00	\$14,300,00	-11	EA	\$1,670,00	\$18,370.00		EA	\$2,900.00	\$31,900.00
Dual Type I Catch Basin Assembly	0	EA	50,00	\$0.00	J	EA	\$3,350,00	\$10,050,00	J	EA	\$5,800.00	\$17,400.00
Core Drill & Connect to Existing Manhole/Inlet	2	EA	\$1,800,00	\$3,600,00	8	EA	\$4,310.00	\$34,480.00	3	EA	S1,085,00	\$3,255.00
New 48" Std. Concrete Storm Drain Manhole	1	EA	\$3,500.00	\$3,500,00	3	EA	\$4,190,00	\$12,570,00	J	EA	\$3,042.00	\$9,126.00
Adjust Storm Drain Manhole to Grade	5	LS	\$2,800.00	S14,000,00	Ť	LS	\$3,570.00	\$3,570,00	9	LS	\$1,150.00	\$10,350.00
Subtotal				\$43,900.00				\$106,066.10				588,296.00
SWPPP												
Prepare and File SWPPP, ENOI, ACHD ESC Plan	- 4	LS	\$1,500,00	\$1,500,00	1	LS	\$1,530,00	\$1,530.00	a.	LS	\$1,247,00	\$1,247,00
Install all BMPs Prior to Construction	1	LS	\$2,000,00	\$2,000,00	t.	LS	S24,600,00	\$24,600,00	1	LS	S2,110,00	52,110.00
Continuously Inspect and Maintain BMP's	1	LS	\$1,500,00	\$1,500,00	1	LS	S2.300.00	\$2,300.00	. ji	LS	\$3,200,00	53,200,00
Final Site Inspection and File ENOT	1	LS	\$500.00	\$500,00	i i	LS	\$191,00	\$191.00	1	LS	\$232.00	\$232.00
Subtotal				\$5,500.00				S28,621.00				\$6,789,00
Inigation												
Complete Fine Irrigation Design, Materials and Installation	1	LS	\$112,580.00	S112,580.00	1	LF	\$21,000.00	\$21,000.00	1	LF	\$88,800.00	\$88,800,00
2-Wire Control System and Rainbird Controller	i	LS	\$0,00	\$0,00	1	EA	\$11,200.00	\$11,200.00	1	EA	S11,600.00	-S11,600.00
Irrigation Sleeving		LS	\$7,000,00	\$7,000.00	1	LS	\$19,300.00	\$19,300.00	1	LS	\$42,050.00	\$42,050.00
Subtotal				\$119,580,00				\$51,500,00				\$142,450,00
Landscaping												
Amended Topsoil	200	CY	\$28,00	\$5,600.00	125	сү	\$28_50	S3_562_50	125	CY	\$73,00	\$9,125.00
Lawn	10000	ŚF	\$0,52	\$5,200,00	3100	SF	\$0,56	\$1,736.00	3570	SF	\$0.50	\$1,785.00
Trees	70	EA	\$750,00	\$52,500.00	59	EA	\$770.00	\$45,430,00	59	EA.	\$1.082.00	\$63,838.00
Flowering plants in Planter Pots	1	LS	\$7,100.00	\$7,100.00	1	LS	\$17,200.00	\$17,200.00	4	LS	\$-12,-100,00	S42,400,00
Trash Receptical	10	EA	\$1,900.00	\$19,000,00	22	EA	\$2,050.00	\$45,100.00	22	EA	\$3.300.00	\$72,600.00

G:\20041\WPFiles\PROJECT MANUAL\Bid Tabulation,xlsx

Page 3 of 4

				DALLAS HAR	RIS SOU	TH SUE	32					
Description	Quantity	Unit	Unit Cost	Extended Cost	Quantity	Unit	Unit Cost	Extended Cost	Quantity	Unit	Unit Cost	Extended Cos
Landscpe Continued												
Benches	22	EA	\$3,700,00	\$81,400,00	26	EA	\$3,260.00	\$84,760,00	26	EA	\$3,340.00	\$86,840.00
Planter Pots	46	EA	S2,100,00	\$96,600,00	52	EA	\$2,180.00	\$113,360.00	52	EA	\$1,690.00	\$87,880,00
Tree Grates	46	EA	\$5,100.00	\$234,600,00	50	EA	\$6,440.00	\$322,000,00	50	EA	\$8,200.00	S410,000.00
Subtotal				\$502,000,00				\$633,148,50				\$774,468,00
Street Signs and Lighting												
Street Signs	1	LS	\$2,000.00	\$2,000,00	i.	LS	\$1,00	S1.00	1	LS	\$2.320.00	\$2,320.00
Type II Barriende	0	EA	\$0,00	\$0,00	1	EA	\$391.00	\$391,00	1	EA	\$406.00	\$406,00
Removal of Existing Type II & III Barricades	4	LS	S500,00	\$2,000.00	1	LS	\$558,00	\$558,00	а	LS	\$1.00	\$1.00
Street Lights - 25 ft Pole with Class A Fixture	2	EA	\$5,700,00	\$11,400.00	2	EA	\$6,100.00	\$12,200.00	2	EA	\$8,178,00	\$16,356,00
Street Lights - 30 ft Pole with Class B Fixture	2	EA	\$7,000.00	\$14,000,00	2	EA	\$7,410.00	\$14,820,00	2	EA	\$11.162.00	\$22,324.00
Street Light Electrical Conduit & Wire	1	LS	\$2,000.00	\$2,000.00	1	LS	\$37,100,00	\$37,100.00	1	LS	\$23,200.00	\$23,200,00
Powder Coat Street Signs & Poles	Ť	LS	\$1,500.00	\$1,500.00	1	LS	\$4,320.00	\$4,320.00	3	LS	\$2,170.00	\$2,170,00
Pavement Striping and Symbols	1	LS	\$1,500.00	\$1,500.00	E.	LS	\$4,270.00	\$4,270,00	1	LS	\$4.435.00	\$4,435.00
Obliterate Existing Pavement Stripe	1000	LF	\$2,50	\$2,500.00	60	LF	\$14.00	\$840,00	1	LF	\$870.00	\$870.00
Subtorn				\$36,900.00				\$74,500.00				\$72,082.00
Total Project Cost				\$1,441,205.00				\$2,059,110,42				\$2,458,910.0
10%				\$144,120.50								

Total with Contingency

\$144,120.50

\$1,585,325,50

G:\20041\WPFiles\PROJECT MANUAL\Bid Tabulation.xlsx

BIDDER'S PROPOSAL

PROJECT IDENTIFICATION: HARRIS RANCH COMMUNITY INFRASTRUCTURE DISTRICT NO. 1 – DALLAS HARRIS SOUTH SUBDIVISION NO. 2 ROAD AND UTILITY IMPROVEMENTS

CONTRACT IDENTIFICATION NUMBER: 20041

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:

- 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. <u>Additional Documents</u>. 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:

Ву:	Central Paving Co., Inc. (Corporation Name)	, an <u>S</u>	corporation
By: 👘	Terry McEntee, Preside (Name of Person Authorized to Sig	<u>clent</u> n), (Title)	
Phone	No. 208.407.2312		
If BIDD	DER is a Limited Liability Company:		
Ву:	(Limited Liability Company Name)	an	limited liability company
Вү:	(Name of Person Authorized to Sig	n), (Title)	
Phone	No		
If BIDD	DER is a Partnership:		
Ву:	(Firm Name)	an	partnership
By:	(General Partner)	~	
Phone	No		
lf BIDD	ER is an Individual:		
Ву:	(Individual's Name)		
Doing	business as (if applicable):		
Busine	ss address:	=	
Phone	No		

BIDDER'S PROPOSAL (Item 1.0.C) – Page 12

BID SCHEDULE

for

HARRIS RANCH COMMUNITY INFRASTRUCTURE DISTRICT NO. 1 – DALLAS HARRIS SOUTH SUBDIVISION NO. 2 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 DALLAS HARRIS SOUTH S ROAD AND UTILITY IMPRO		\$ 2,059,110.42

Verification of Bid Schedule by Bidder:

Bidder Name: Central Paving Co. Inc By: Terru CEN Its: <u>President</u>

CONTRACTOR'S SCHEDULE OF VALUES

for

HARRIS RANCH COMMUNITY INFRASTRUCTURE DISTRICT NO. 1 – DALLAS HARRIS SOUTH SUBDIVISION NO. 2 ROAD AND UTILITY IMPROVEMENTS

[SEE FOLLOWING PAGES]
No.	Schedule of V Description	Quantity	Unit	Unit Cost		Extended Cost	
1000	Mobilization	2441111	LS	s	91,171.87		91,171.87
2000	Demobilization		LS	s			
3000	Bonds	1	LS		14,600.00		14,600.00
4000	Insurance		LS	\$	13,100.00		13,100.00
				\$	1,00		1.00
500D	Subtotal General Slie Work			-	14 - 1 ¹ 4	\$	118,872.87
600D	Clear & Grub		AC	_		_	
7000	Site Structural Fill	3.3	CY	\$	6,900.00		22,770.00
8003	Project Dewatering	9257		\$	20.00		185,140.00
			LS	\$	26,800.00	\$	26,800.00
900D	Tackifier	2	AC	S	726.00	\$	1,452.00
10000	Hydroseeding	2	AC	\$	2,850.00	\$	5,700.00
11000	Excevation to Subgrade	1468	CY	\$	13.80	\$	20,258.40
12000	Remove Existing Fence	400	LF	\$	2.45	\$	980.00
13000	Traffic Control	1	LS	\$	7,590.00	\$	7,590.00
	Subtotal					\$	270,690.40
14080	Roads			1000000000		1	
(5000	Road & Sidewalk Subgrade Compact & Pr:p	13737	SY	\$	1.25	\$	17,171.25
6000	5" Minus Uncrushed Aggregate Subbase (Imported)	2256	Сү	\$	29.90	\$	67,454.40
17000	3/4" Minus Crushed Aggregate Base Coarse	1514	CY	\$	54.70	\$	82,815.80
8000	2-1/2" SP-3, 1/2" mix, PG 58-28 Asphalt Concrete	3932	SY	\$	10.70	\$	42,072.40
9000	3" SP-3, 1/2" mix, P-64-28 Asphalt Concrete	2575	SY	\$	12.60	\$	32,445.00
10000	5" SP-3, 1/2" mix, P-64-28 Asphalt Concrete (Two Lift Placement per ACHD)	395	SY	\$	58.00	\$	22,910.00
1000	Type "P" Asphalt Repair	97	SY	\$	30.70	\$	2,977.90
2000	Saw Cut Existing Asphalt	550	LF	\$	2.75	\$	1,512.50
3000	Slandard 6" Vertical Curb and Gutter and Base Course	3545	LF	s	18.90	\$	67,000.50
4000	5' Wide Concrete Sidewalk and Base Course	688	SY	s	37.90		26,075.20
5000	15' Wide Concrete Sidewalk and Base Course	5003	SY	- s	40.20	\$	201,120.60
6000	Concrete Pedestrian Ramps	14	EA	\$	1,480.00	\$	201,120.00
	Subtotal			+	1,400.00	\$	584,275.55
7000	Water					Ð	J04,273,33
8000	Install new 1" water service and meter setting	1	ЕЛ	\$	2,450.00	¢	2 450 00
9000	2" Water Service with 1-2 Inch Setting	3	EA				2,450.00
0000	2" Irrigation Service		EA	S		\$	14,790.00
1000	5" Fire Service With Yalve & Blowoff	1	EA	\$	3,980.00		3,980.00
2000	3" PVC Water Main	3	LF	S	14,600.00	\$	43,800.00
3000	All 8" Water Main Fittings	290		S		\$	20,735.00
4000	3" x 2" Blowoff Assembly	<u> </u>	LS	\$	9,450.00	\$	9,450.00
5000		1	EA	\$	4,240.00	\$	4,240.00
6000	New 6" Fire hydrant Assembly to new Main	1	EA	\$	4,690.00	\$	4,690.00
	New 6" Fire Hydrant Assembly to Existing Main	2	EA	\$	8,660.00	\$	17,320,00
7000	Connect to Existing 8" PVC Main at 2" blcw-off	1	EA	\$	3,570.00	\$	3,570.00

Dallas Harris South Subdivision #2 Schedule of Values

ā.

38000	Connect to Existing 8" PVC Main at New E" Cross	alues					
39000		1	LS	\$	3,570.00	\$	3,570.00
39000	Adjust Existing Water Valve to finished grade	1	LS	\$	2,620.00	\$	2,620.00
	Subtotal					\$	131,215.00
40000	Sewer						
41000	4" SDR35, PVC Sewer Service Pipe	43	LF	\$	126.00	\$	5,418.00
42000	6" SDR35, PVC Sewer Service Pipe	215	LF	S	133.00	\$	28,595.00
43000	Connect New 4" Service to Exist. 8" Main (Insert-A-Tec)	1	EA	\$	2,050.00	\$	2,050.00
44000	Соллесt New 6" Service to Exist. 8" Main (Cut in New Tee)	5	EA	\$	4,340.00	\$	21,700.00
45000	Adjust Sewer Manhole to Grade	4	EA	\$	447.00	\$	1,788.00
46000	Service Tap Permits	1	LS	\$	670.00	\$	670.00
	Subtotal			6		\$	60,221.00
47000	Storm Drain			-	1	<u></u>	
48000	12" PVC Storm Drain Pipe	299	LF	s	65.30	\$	19,524.70
49000	15" PVC Storm Drain Pipe	61	LF	S	86.40	1	5,270.40
50000	Connect New Pipe to Existing 12" PVC	1	EA	5	2,230.00	S	2,230.00
51000	Connect New Inlet to Existing 12" PVC	1	EA	s	1.00	\$	1.00
52000	Type I Catch Basin		EA	s	1,670.00	\$	18,370.00
53000	Dual Type I Catch Basin Assembly	3	EA	s	3,350.00	\$	10,050.00
54000	Core Drill & Connect to Existing Manhole/Inlet	8	EA	s S	10	\$	
55000	New 48" Std. Concrete Storm Drain Manhole	3	EA	_	4,310.00	-	34,480.00
56000	Adjust Storm Drain Manhole to Grade	1	LS	\$	4,190.00	5	12,570.00
	Subtotal				3,570.00	\$	3,570.00
57000	SWPPP					\$	106,066.10
58000	Prepare and File SWPPP, ENOI, ACHD ESC Plan	1 222	LS				
59000	Install all BMPs Prior to Construction	1	LS	\$	1,530.00	\$	1,530.00
60000	Continuously Inspect and Maintain BMP's	1		\$	24,600.00	\$	24,600.00
61000	Final Site Inspection and File ENOT	1	LS	\$	2,300.00	\$	2,300,00
		1	LS	\$	191.00	\$	191.00
52000	Subtotal					\$	28,621.00
53000	Irrigation						
54000	Complete Fine Irrigation Design, Materials and Installation	1	LS	\$	21,000.00	\$	21,000.00
	2-Wire Control System and Rainbird Controller	L	LS	\$	11,200.00	\$	11,200.00
5000	Irrigation Sleeving	1	LS	\$	19,300.00	\$	19,300.00
	Subtotal					\$	51,500.00
6000	Landscaping						
57000	Amended Topsoil	125	CY	\$	28.50	\$	3,562.50
68000	Lawn	3100	SF	S	0.56	\$	1,736.00
59000	Trees	59	EA	\$	770.00	\$	45,430.00
0000	Flowering plants in Planter Pots	1	LS	\$	17,200.00	\$	17,200.00
1000	Trash Receptical	22	EA	\$	2,050.00	\$	45,100.00
2000	Benches	26	EA	s	3,260.00	\$	43,760.00
3000	Planter Pots	52	EA	\$	2,180.00	» Տ	113,360.00

Dallas Harris South Subdivision #2 Schedule of Values

1

74000	Tree Grates	50	EA	\$	6,440.00	\$	322,000.00
	Subtotal					\$	633,148.50
75000	Street Signs and Lighting			-			
76000	Street Signs	l	LS	\$	1.00	\$	1.00
77000	Type II Barricade	1	EA	s	391.00	\$	391,00
78000	Removal of Existing Type II & III Barricades	1	LŞ	\$	558.00	\$	558.00
79000	Street Lights - 25 ft Pole with Class A Fixture	2	EA	\$	6,100.00	\$	12,200.00
80000	Street Lights - 30 ft Pole with Class B Fixture	2	EA	\$	7,410.00	\$	14,820.00
81000	Street Light Electrical Conduit & Wire	l	LS	S	37,100.00	\$	37,100.00
82000	Powder Coat Street Signs & Poles	I	LS	\$	4,320.00	\$	4,320.00
83000	Pavement Striping and Symbols	l	LS	\$	4,270.00	\$	4,270.00
84000	Obliterate Existing Pavement Strlpe	60	LF	\$	14.00	s	840.00
	Subtotal					\$	74,500.00
	TOTAL PROJECT COST					\$2,059,110.42	

Dallas Harris South Subdivision #2 Schedule of Values

£

NOTICE OF AWARD

for

HARRIS RANCH COMMUNITY INFRASTRUCTURE DISTRICT NO. 1 – DALLAS HARRIS SOUTH SUBDIVISION NO. 2 ROAD AND UTILITY IMPROVEMENTS

TO: CENTRAL PAVING CO., INC.

OWNER'S PROJECT NO .: 20041

You are notified that your Bid dated ______ for the Project has been considered. You are the successful bidder for the Project and have been awarded the contract. Only those portions of the Project identified in the attached Schedule of Values are hereby awarded.

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

TOTAL LUMP SUM PRICE:

\$2,059,110.42*

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: 7-14-21 CONTRACTOR:

CENTRAL PAVING CO., INC., an Idaho corporation

0 0

By: Terry McEntee, Authorized Agent 7-15-202 1 Date:

*Owner reserves the right to remove portions of the Project via Change Order. The total lump sum price after Change Order shall be \$1,638,918.19.

Dallas Harris South Subdivision No. 2 (SE7, SE8, SE11)

Project Completion Date: March 28, 2022

Vendor	Reimbursement Amount				
Central Paving	\$	1,336,275.84			
RiveRidge	\$	30,864.65			
Total Reimbursement Due	\$	1,367,140.49			

CONSTRUCTION CONTRACT (WITH GENERAL CONDITIONS)

for

HARRIS RANCH COMMUNITY INFRASTRUCTURE DISTRICT NO. 1 – DALLAS HARRIS SOUTH SUBDIVISION NO. 2 ROAD AND UTILITY IMPROVEMENTS

This CONSTRUCTION CONTRACT (WITH GENERAL CONDITIONS) FOR HARRIS RANCH COMMUNITY INFRASTRUCTURE DISTRICT NO. 1 – DALLAS HARRIS SOUTH SUBDIVISION NO. 2 ROAD AND UTILITY IMPROVEMENTS (this "Contract") is made and entered into this <u>141</u>th day of <u>1990</u>, 2021, by and between Barber Valley Development, Inc., an Idaho corporation ("Owner") and Central Paving Co., Inc. ("Contractor").

ARTICLE I GENERAL TERMS

1.01 <u>Contract Documents</u>. 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 Obligee 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")

CONSTRUCTION CONTRACT (WITH GENERAL CONDITIONS) (Item 2.0.A) - Page 28

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 <u>Contract Sum</u>. 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. 2, 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 \$2,059,110.42 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) <u>Permits, Fees, Notices, and Compliance with Other Laws</u>. 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) <u>Employee Costs</u>. 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) <u>Materials</u>. 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) <u>Subcontractor and Consultants</u>. 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) <u>Taxes</u>. 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.

X

(f) <u>Charges for Patents or Processes</u>. 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 <u>Commencement and Completion</u>. 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) <u>No Site Disturbance Prior to Contract Commencement Date</u>. 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) <u>Substantial Completion</u>. Contractor shall achieve Substantial Completion of the components of the Work by <u>November 5, 2021</u>, subject to adjustments of the Contract Time as provided in Paragraph 8.01.

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

Notwithstanding anything to the contrary contained herein, Owner and Contractor agree that Substantial Completion will only be extended by (i) acts of God, (ii) war, (iii) delays caused by ACHD, (iv) unreasonable delays caused by utilities, (v) or inclement weather. Any other request for extensions of time must be approved in writing by Owner.

(c) <u>Final Completion</u>. Final Completion of the Work shall occur by <u>November 19, 2021</u>, 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.

ï

1.04 <u>Owner's Representative: Engineer</u>. 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 <u>Contractor's Requirements</u>. 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) <u>Financially Solvent</u>. 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) <u>Authority</u>. 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) <u>Work Free of Liens</u>. 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) <u>Best Quality</u>. 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) <u>Superintendent</u>. 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) <u>Contractor Employees</u>. 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) <u>Subcontractors</u>. 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 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) <u>Review of Site</u>. 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) <u>Review of Contract Documents</u>. 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) <u>Emergencies</u>. 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) <u>Cooperation with Owner re: Livestock</u>. 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) <u>Availability of Lands</u>. Owner shall furnish the Site. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials or equipment.

(b) Studies; Reference Points. No construction surveys are provided by Owner. Contractor will be provided with a copy of a geotechnical evaluation provided by ALLWEST, dated January 5, 2021 (Project No. 520-342G). 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.

13

(a) <u>Bonds</u>. 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) <u>Copies</u>. 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 <u>Schedules</u>. The schedules required pursuant to this Contract will be provided and reviewed in accordance with this Paragraph:

- (a) <u>Preliminary Schedules</u>. 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) <u>Weekly Meetings: Progress Schedule</u>. 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) <u>Delay</u>. 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) <u>Shop Drawings</u>:
 - (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) <u>Samples</u>:
 - (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) <u>Expense of Contractor</u>. 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) <u>Submittal Procedures</u>. 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) <u>Engineer's Review</u>. 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) <u>Resubmittal Procedures</u>. 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 of other suppliers may be submitted to Engineer and Owner for review under the circumstances described below.

(a) <u>"Or-Equal" Items</u>. 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) <u>Substitute Items</u>. 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:

đ,

- (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) <u>Substitute Construction Methods or Procedures</u>. 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) <u>Special Guarantee</u>. 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) <u>Reimbursement</u>. 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 <u>Supervision and Construction Oversight by Contractor</u>. 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) <u>Compliance with Laws</u>. 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) <u>Discipline and Good Order</u>. 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) <u>Use of Site</u>. 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) <u>Maintenance of Site</u>. 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) <u>Safety</u>. 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) <u>Emergencies</u>. 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.

1

- (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 <u>Quality Control</u>. 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 <u>Differing Subsurface or Physical Conditions</u>. 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.

1

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. 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 <u>Underground Facilities</u>. "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) <u>Not Shown or Indicated Underground Facilities</u>. 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 <u>Hazardous Environmental Conditions at Site</u>. 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) <u>Reports or Drawings</u>. 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) <u>Contractor Responsibility</u>. 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.

-

đ.

6.03 [intentionally omitted].

£

6.04 General Insurance Provisions.

(a) <u>Waiver of Rights</u>. 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) <u>Receipt and Application of Insurance Proceeds</u>. 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 hamless 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.

03

- (a) <u>Application for Payment</u>. 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) <u>Payment Period</u>. 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) <u>Payment Amount</u>. 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) <u>Certification</u>. 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 2.0.1 to the Contract Documents. Owner reserves the right to issue joint checks to Contractor and any Subcontractor or supplier and receive a credit against the applicable payment to Contractor.

- (e) Final Payment. Final payment, constituting the entire unpaid balance of the Contract Price, shall be paid by Owner to Contractor by the 15th of the month following submission of the final Application for Payment, provided: (1) the Application for Payment is submitted by the 25th day of the preceding month; (2) the Work has been completed and the Contract fully performed; and (3) a Certificate of Substantial Completion of the form attached to the Contract Documents as Item 2.0.K has been issued by Owner. In addition, the following items must be satisfied: (1) receipt by Owner of a final lien release from all subcontractors and suppliers employed in furnishing labor or materials in connection with the Work, in the form attached to the Contract Documents as Item 2.0.I; (ii) Contractor's final release in the form attached to the Contract Documents as Item 2.0.I; and (iii) final inspection certificates and operating permits to the extent applicable.
- (f) Prevention of Liens, Provided that Contractor has been paid by Owner all sums due to Contractor pursuant to the Contract, Contractor shall not voluntarily permit any laborer's, materialmen's, mechanic's, or other similar liens to be filed or otherwise imposed on any part of the Work or the property on which the Work is performed. If any laborer's, materialmen's, mechanic's, or other similar lien or claim thereof is filed or otherwise imposed against the Property, Contractor, within thirty (30) days of the filing of such lien or other imposition thereof, shall cause such lien to be released or otherwise discharged. except as to liens that Contractor is contesting in good faith by appropriate action diligently pursued, provided Contractor has notified Owner of the nature of such lien and informed Owner of the type of action being pursued by Contractor and, if requested by Owner, has provided Owner with a bond (satisfying the requirements of the Chapter 5 of Title 45 of Idaho Code) sufficient to cover such claim (or cause the surety to acknowledge in writing that the lien claim is covered by the payment bond) in the event Contractor is unsuccessful in contesting same or has made other arrangements satisfactory to Owner. If, however, Contractor, within the aforesaid thirty (30) day period, does not cause such lien either to be released and discharged forthwith or contests same in the manner provided hereinabove, then Owner have the right to deduct 150% of the amount of the

÷

lien claim from the next progress payment until Contractor shall be caused such lien to be released and discharged or otherwise contested same in the manner provided hereinabove. Contractor shall indemnify, defend, and hold harmless Owner from all claims, losses, demands, causes of action or suits of whatever nature arising out of any such lien or that part of the Work covered thereby.

It is further agreed that all payments to Contractor from Owner shall be deemed to be and constitute a trust fund to be used and applied by Contractor first in payment for all materials, labor, and any and all other obligations incurred in connection with the Work prior to its use and application by Contractor for its own purposes, or for any other purpose.

(g) <u>Waiver</u>. 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 <u>Owner's Right to Withhold</u>. 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

-

1

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 <u>Termination without Cause</u>. 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.

t

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.

3

9.02 <u>Contractor's Default</u>. 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.

١

(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 <u>Owner Default</u>. 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

t.

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 <u>Clarification of Contract Documents; Discrepancies</u>. 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.</u>

10.03 <u>Plans</u>. 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 <u>Data</u>. 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 <u>Access to Work</u>. 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

100

ŝ,

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.

ť

(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 <u>Correction or Removal of Defective Work</u>. 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 <u>Re-inspection and/or Overtime Inspection</u>. 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 <u>Warranty of Contractor</u>. 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 <u>Walver of Remedies</u>. 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.

U

- (a) <u>By Contractor</u>. 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) <u>By Owner</u>. 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 <u>Attorneys' Fees</u>. 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 <u>Notices</u>. 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 <u>Choice of Law</u>. 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 <u>Waiver</u>. Waiver by Owner of any provision of this Contract in one instance shall not constitute a waiver as to any other instance.

13.11 <u>Intellectual Property</u>. 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 <u>Headings: Capitalization</u>. 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 <u>Interpretation</u>. 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 <u>Cooperation</u>. 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 <u>Authority</u>. Contractor's execution of this Agreement and performance thereof is within Contractor's duly authorized power.

13.16 <u>Counterparts</u>. 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:

CONTRACTOR:

BARBER VALLEY DEVELOPMENT, INC., an Idaho corporation

By: Youd Fowler, President

Central Paving Co., Inc. an Idaho corporation

By: Terry McEntee, Authorized Agent

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 ADDRESS FOR NOTICE: <u>Po Box 15010</u> <u>Boise ±D 83715</u>
EXHIBIT A

The following insurance limits shall apply:

ų,

- a. Automobile liability: \$1,000,000.00 (combined single limit per accident or occurrence)
- b. Commercial General Liability:
 - i. General Aggregate:
 - ii. Bodily Injury or Death (per occurrence):
 - iii. Property damage (per occurrence):
 - iv. Fire liability (per fire):
 - v. Medical (any one person):

\$2,000,000.00 \$2,000,000.00 \$1,000,000.00 \$300,000.00 \$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.



NOTES	
GENERAL	

- DISTRACT, BOISE CITY PUBLIC WORKS DEPARTMENT AND SUEZ WORK SHALL BE DONE IN ACCORDANCE WITH THE SPECIFICATIONS AND/OR REQUIREMENTS OF THE ADA COUNTY HIGHWAY DAL SPECIFICATIONS AND STANDARD DRAMINISS.
 - сонтачетоке, ѕивсонтачетоке мив/ок итисти сонтачетоке знаш аттело а ряе-соизтистом сонтерелосе а мимиим ог тняее (3) молгоне рако то блает ог мож 2
- 4 ALL CONTRACTORS AND SUBCONTRACTORS WORKING WITHIN THE PROJECT BOUNDARIES ARE RESPONSIBLE FOR COMPLACE AND APPLICABLE SVETY LANS OF ANY JURISOCITIONAL BOOK THE CONTRACTORS SHALL BE RESPONSIBLE FOR ALL BURGLORES, SAFETY DEAVES AND CONTRACT OF THATE, WITHIN AND APOLIND THE CONSTRUCTION AREA. THE CONTRACTOR SWALL MANTAN ALL EXSTING DRAINAGE FACTURES WITHIN THE CONSTRUCTION AREA UNTIL THE FINAL DRAINAGE WERDREITS ARE IN PLACE AND FUNCTIONING
- ALL MATERAL PRINSHED ON OF TOR THE PROLET MUST MEET THE MINALM REQUIREDENTS OF THE APPROVIME AGENCES OF AS SET FORM HERDIN, MICHEAR IS MORE RESTRETING. COMMENTORS MUST FUNNER PROOF THAT ALL MATERIALS INSTALLED ON THIS PROLECT MEET THE MINALM REQUIREDENTS AT THE REQUEST OF THE APPROVIME AGENCY AND/OF THE PROVIDEDENTS.

0 9

- THE LOODING OF DISTING UNDERGROUD UTUTES ARE SHOWN IN AN APPROXIMATE WIY ONLY. THE CONTRACTOR SMLL DETEAMINE THE EXOCT LOOTING OF ALL DESTING UNTER DISTORDE COMMENNE WING. THE CONTRACTOR ISSURDED TO AN AN OUL LUMBERCE SURGEST THE FULUE TO CARTE AND PRESENTE AM UNDERGROUD UTITES, CONTRACTOR SHOLE STARK STAVES, SAVEST TO FUNDE TO SAVESTIATION AND ALL
- work signed to approve by any poundal submision or action wild be approved from to (A) buchlure theory for appe of convention (B) puckes of activity toward, work long without sign approva, locs with relieve the convention the approvement the work in an activity and anywers. 2
 - ALL CONTRACTORS WORKING WITHIN THE FUBUC ROUD RGHT-OF-WRY ARE REGURED TO SECURE A RIGHT-OF-WRY CONSTRUCTION PERMIT FROM ACHO AT LEVET THEMTY-FOUR (24) HOURS PROOF TO ANY CONSTRUCTION. 8
 - ONLY PLAN EES STAUPED "APPROVED FOR CONSTRUCTION" AND SIGNED BY AGIO AND THE CITY BUGARERS OF HIS ALTIMORED REPRESENTATE SMALL BE USED BY THE PROJECT CONTRACTOR(S). USE OF ANY PLANS ON THE UND WITHE "APPROVED FOR CONSTRUCTION" STAMP SMALL BE GROUNDES FOR THE EST σ
 - 10. LOAVE SUBSIMIER DREPOSAL FUCLIFIES (NOLLIDING INFLIGNTION BEDS AND DRYNELLS) AT LEAST 25 FEET FROM WATER MANS. THIS REQUIREMENT DOLE NOT APPLY TO CATCH BASINS OR SWO AND CREASE WULLS.
- AND In the commercian sub-lists of were ALL that as a correct intel reproduct oversity where its exclusion for conversions of the conversions for a conversion per conversine per conversio

WATER NOTES

- The with soter shull be constructed and tested to conform to the standards set form in the "damo regulations for fugue driving water systems", the sues specifications and drivings and section 400 of the 1,2,4%, by Size Approved contractors only.
- witt greighter werde seint, Bronstrautur einer oder die zweit Provinser-Louden sein zuseinsen in awar on zon einersteuer auf nach nicht dien per konstrauen zu weiten die Britziese Loss 300 steinkons, auf mitten Sault, Brücht ficher Anhounden Da wank ont zwei Sault, Branstraut an wordwarde weiten Prostere auch die Die Versien auf die Anternaties Austichter einer Anhounden Da wank ont zweit die Sault weiten sein die einer Die Unterstratiese ausstratiese ausst. Gestenke ann zuse die Anternatiese steinkonsen die weite seiner aus auf die Anternatiese ausst. Die Anternatiese steinkonsen die weite seiner ausst. Aus weiten weitense wart obereichen die die Sault Zaulten weiten die Anternatiese steinkonsen die weiten weite seiner ausst

2

- 4. WINTER AND SALE OF CORE, UNESS OFFICIENTS FUTE, AND REALIZIONE OFFICIENTE PROVIDURE OFFICIENTE PRESENTED AND REVIEW DEDED OF STAMMOD PROTOR WAXAU POR DESITIN SUBJECT AND PLSM WITH TRE A-H. CUMPACIAN PER SAPAG. STATUMA DOR TREZING DI VIEV-PRESENTED E-HERLING INVENDENZE PRESENTE OFFICIENTED PRESENTED FROM PORT PRESENTED FROM PORT OFFICIENT DI VIEV-PRESENTED ADD DESIZETID I ALZORANCE WIN SUCCENTRE DI SUBJECT PRESENTED FROM PORT PRESENTED FROM PORT PRESENTED FROM PORT PRESENTED ADD DESIZETID I ALZORANCE WIN SUCCENTRE DI SUBJECT PRESENTED FROM PORT PRESENTED
 - TH CHORDAGE, SPENDER OF BERNER AND STORE MANA STALL IS A MANA OF TO TO OFTICE THE OFFICE AND AND THE CHORDAGE TO AND THE CHORDAGE TO AND THE CHORDAGE TO AND THE CHORDAGE AND THE STARS THE IN IS A STAL AND AND THE CHORDAGE SHALL THE APPROX TO AND THE CHORDAGE AN
 - AL TES, DACSES, WLRS, MOWITS, PLUCS, CUPS, EDUS, MO OTHER LOCATIONS INHERE LINBULANCED FORCES DART SMULL BE SECURED AND ANCHORED BY SUTURE FIRENCEME AS SHOWN IN LISTAR, SO-403.
- - DIRECT BURWL. WRE SHALL BE PLACED ALONG THE NORTH AND EAST SDE OF WATER MAINS AND SERVICE LINES. WRE SHALL BE INSTALLD. IN THE CATE VALVE RISER SO IT IS ACCESSIBLE FROM ABOVE BUT DOES NOT INTERFREE WITH VALVE OPERATION
- The contractor shall coordinate directly with slizt inspectives and notify slizt timo (2) worrand days before intral construction begins and shall also reduent in 64 water lars and apprimences theory-four (24) house in Adware of Backflang.
 - THE CANTRACTOR SMLL FIELD VERY ALL WLVE BOX LD ELEVITORS TO ASSIRE THE UP ELEVISION OF THE STREAT GRADE, AND THAT ALL METER LD ELEMITONS IMTCH AN EXTENSION OF THE STREAMLY GRADE, CONTRACTOR SMLL INSPECT ALL VILVE RISERS FOR FOREAX DEBRE.

æ

- נס הנוצע מסונה אירון פני המנארונה זי נוצע וויני נוויניוע טין אסבאריג אינה אינהיו בעבאסא אין איראב אירובי אי נווגן ווינומאנים אורד פני ואנצורונה זי נוצע ווינוא פארט פעלע גם בחצוע
- - 33. ALL 2
 - SERVICES SHALL COUPLY WITH THE SUE STANDARD DRAWING NO. PS-1 FOR INDIVIDUAL SERVICES AND STANDARD DRAWING NO PS-5 FOR DUAL SERVICES

STORMDRAIN NOTES

- TRAM BANH TRADE FORWING THE REPORT ON BROAD TO THE LOFFED INSON TO THE CAPACE DATES AND THE ALSON TO THE STATE OF UNDER CONTRACT THE REPORT OF THE REPORT ON THE REPORT OF THE REPORT OF
- store draw free and the couldents and apprimented state chicken to reprice data. Storedown free swill be such interior correlated to the present text present of the control of control of the control of the control of the control of the control of control of the control of control of the con
 - RRP NLES / CUCH BASHS ON VERTICUL CHRES SMUL BE ACHO REVEAU TO THE SAMC INLET TYPE I FEA ACHO SD-BEU WITH A 12-MCH SULP AND THE I GANTE FEA ACHO SD-BEU CLONED TO MOSUS GARANTE MAX, STAT THE BANKE PAY ACHO SD-BUN IN LOUGD NO HADES I ZOTHAN STAT AND MAINES / ACHA G SMUL BE BANK INLET TYPE II PER ACHO SH-ACHO WITH AT ZHAMAN DAVID SAMC STAT SAX, AND ACHO ACHONTE LIARER PAY CHO m
- storm usen express sour conform to ache superdient to the ispac so-eit, stardage catch manhole, manholes with Ppe inverts less than 44-niches in detth shall
 - NSTALL RAPAP DUTLE PROTECTION AT BOTH ENDS OF ALL CULVERTS AND DATURHT INLET AND OUTLET ENDS OF PIPES. REP RAP SHALL CONFORM TO DETAIL AS SHOWN ON THE PLANS.
 - ALL DAVIDART FOR AND BOTH ENDS OF CAUVERYS SHALL END IN A FLARED END SECTION AND FABRIONIED METAL TRACK CONFORMING TO THE THE OF PLACE METAL USED.
 - ALL STORM DRAIN PIPE SHALL BE TESTED IN ACCORDANCE WITH THE LATEST EDITION OF THE ISPWC AND ACHD REQUIREMENTS.
 - INSTALL SET REPORTED BACE IN ALL INLESS. CONTRACTOR SHALL PERODICULLY CLEAN OR REPLACE BACE UNTIL FINAL COMPLETION
 - ALL DRAINAGE FACILITIES INCLUDING PIPE, MANHOLES AND INLETS SHALL BE INSPECTED BY ACHD.
- ERDE ROMAN MARKEL LEG STRAN DAM MARKEL GOESS DAML EN ACCOMMACT MAY BENG DAMMA SO-F11 TIM HIN DAVIOLATIONA FIL E SECULADATIONA DAVIO AND MARKEL COESS DAML EN ACCOMMACT MAY BENG DAMMA CONTRUT FILL DAVIORS DAVIONA DAVIO TIMA SOCIAL VIA MACH LETTERS MULTED MATT TRE LO, COMPACTRON SAML MARKEL MARKEL DAVIORS DAVIOL MARKEL MARKEL M SOCIALIO LAST MACH LETTERS MULTED MATT TRE LO, COMPACTRON SAML MARKEL DAVIORS DAVIOL STRAND DAML LAST DAVIONA

PPE INSTALLATON WITHIN RIGHT-OF-WAY AND UNDER ALL WALLS SHALL BE SLEPED WITH C300 PPC OR APPROVED EQUAL, SEE REIGANDY PEN SPACE SEETION VIA JAN ENCONTEND IN PPE ZONE SHALL BE CROSSED BELOW, ALL RAUCS SHALL HAR 23" OF COVER WINHUM AND SHALL BE SEDED WITH TRE INSTALLATION WITHIN RIGHT-OF-WAY AND UNDER ALL WALLS SHALL HAR 23" OF COVER WINHUM AND SHALL BE SEDED WITH TREP SHALL BE INSTALLED BENEATH THE PROPOSED SUDMINIST SHOWN ON THESE PLANS. THE VALVE BOXES SHALL BE LOCATED IN PLANTER STRIP OR IN THE PRESSURE IRRIGATION NOTES

MAN LINES IRRIGATION SIDEWALK 2447 S. Vista Ave. Boise, Idaho 87442 Ph. (208) 344-1180, Fax (208) 344-1162

ટ

Company

Engineering

- ALL FPE, FITTINGS, THRUST BLOOG, MARKETTAPE, FNDER WRE, COUPLES AND OTHER APPRIEDWACES SHULL CONFORM WITH SECTION 901 OF THE LATEST EDMON OF THE EDMO. INSTALLATION OF PIPE AND APPURTENANCES SHALL CONFORM WITH SECTION 901 OF THE LATEST EDITION OF ISPANC
 - ALL BEDONG SALL BE PLOED A MUMMUM OF "FUEDES BELOW AND G-NICHES ABOVE THE PIPE". IN AREAS WHERE ROCK EXCAVATION IS REQUIRED, SUITABLE BEDONG SAULT BE PROVED AT LUST FUEDES BELOW AND ABOVE THE PIPE.
- Bucktll. Shull be for Isme section 306, the "A-1" under Rouwins, mo where defeted of probability and the "C" outsole of Rouwins. The contractions shull leave Shored to Prove the Order and Roum and thered books. All Bucktll without Abor Pre Zone Shull be "V" outsole of Rouwins. The contraction shull leave To Stark section 801 there from Jephado and Economizin Michored.
- Spingevig THE TEST.
 - TEN (10) FEET OF HORIZONTAL SEPARATION SHALL BE MANTAINED BETWEEN POTABLE WATER MAIRS AND IRRIGATION MAINS.
- TO AT ANY LOCATION WHERE THE IRROWTION MAN LIVES AND WATER MAIN LIVES CROSS. THE IRROWTION MAN LIVE SMALL BE CENTERED SO THAT BOTH JOINTS ARE LOCATED AS FAR AS POSSIBLE FROM THE CROSSING. A VERTICAL SEPARATION DESTARCE OF 18-INCHES SMALL BE MAINLINE BETWEEN PIPES.
 - 11, all irregation war lines synll bronde submittals on proposed wittford for the diversity approval. 12 The contractor synll provide submittals on proposed wittford for the diverber's approval.

and a state

- 5756

0000

IM NAV20 450 # IM 510/530 510/ 100/ 100/ 111-3

1/01/5

띪

- 13 VULUES SWALL CONFORM TO STAME SECTION 922. WULES LOONTED IN SCIENKLY AND PLANTER STRIP SWALL BE LOONTED IN COST IRON VALVE BOX PER IS P.W.G. SECTION 902.26. 14. IRRIGATION SYSTEM IS SHOWN SCHEMATICALLY CONTRACTOR SHULL INSTALL ALL VALVE BOXES AND RISERS OUTSIDE OF PEDESTRUM RAMPS.
- 15. REVENDE SERVES PPE SMUL BE OUGS 200 POLYEMMEDRE 1° DUMETER CORPORATION STOPS COMPECTED DRECTLY TO THE SUDDL SMULL BE FORD FB1001-4, MUELLER 41040-33 15. REVENDE SERVES PPE SMULL BE OUGS 200 POLYEMMEDRE 1° DUMETER CORPORATION STOPS COMPECTED DRECTLY TO THE SUDDL
 - EQUAL VALVE SIZE 16. WLVE AT SERVICE REET WLVE BOX SIMIL BE FORD OR MUELER ANCLE METER STOP WITH LOCK WING AND FIP THRADED OUTLET CONMECTION, OR APPROVED SHULL MATCH THE SERVICE LINE SIZE. 17. CONVECTION TO THE PVC LATERAL SHALL BE DONE USING STANLESS STEEL OR BRASS FITTNES.
 - 18. INDYNDLAL LOT SERVICES SHALL CONFORM TO DETALS ON THE PLANS.
- 19 SEPACES ARE TO BE CONSTRUCTED IN CONFORMANCE WITH DETAL SHOWN IN THE PLANS, JOSHT COMPOUND OR TEELON THRE SHULL BE USED AT ALL JOINTS, WLVE BOXES SHUL I SASTALED FLUSH WITH PRISEID ARCUND SURFACE.

 - 20. ALL SERVICES SWILL BE TAGGED WITH A LABEL STATING "NON-POTABLE WATER-NOT FOR ORINKING", OR EQUIVALENT.
- WE REFLOCE WAYES AND WHAVE DAMAS SHALL CONFORM SAMLE BE LOCATED AT ALL LOW PORTS IN THE STOTED WHERE SHOWN ON THE PLANS, INSTITUTION AND AT THE BOD OF ALL WANS WHERE SHOWN ON THE PLANS, DAMAS SAMLE BE LOCATED AT ALL LOW PORTS AND AT THE PLANS, INSTITUT

LUCOPPED DECN alla 1

NOTES - SHEET 1 OF 2 ATARRIS RANCH CID No. 1 - ROADWAY & UTILITY IMPROVEMENTS FOR DALLAS HARRIS SOUTH SUBDIVISION NO. 2

Ŷ

ALL PEDESTRAN RANGE LOCATED WITHIN THE PUBLIC ROHT-OF-WAY WILL MOLLOE TRUNCATED DOMES PER ACHO SUPPLEMENTAL STANDARD DRAWING SD-712 (REPLACES 2005 ISPAC) 712). DOMES SMAL BE OST INTO THE CONCRETE (DOMESING MATS NOT ALLOWED) AND COLORED TRAFFIC YELLOW.

IF ARMOONED BULDINGS, TEST PITS, ON WATERWAYS, ARE LOCATED BENEATH PROPOSED PARENIT OR SDEWLIK AREAS, THEY SHOULD BE RE-EXCAVATED TO MATHE SOIL MO BACAPTLED WITH STRUCTURED FILL, PER SPANE SPECIFICATIONS, PROVIDE COPY OF COMPACITION TESTS.

ALLEYS WILL BE OWNED AND INSPECTED BY ACHO.

PLACE ALL WATER VALVES. BLOW-OFFS, AND MANHOLES SO THAT THEY DO NOT CONFLICT WITH ANY CONCRETE CURE AND GUTTER, VALLEY CUTTER OR SIDEMALK IMPROVEMENTS

THE TOPS OF ALL VALVE BOXES AND SEMER MANHOLES FLUISH WITH THE SLOPE OF THE FINISHED STREET ADA COUNTY HIGHWAY DISTRACT WILL INSPECT ALL WORK, SUBGRADE AND ABOVE WITHIN THE RIGHT-OF-WAYS.

ß 17

ACM COUNTY HIGHMAY DISTRICT WILL REPECT AND APPRICIE ALL STORM DRAWING MIMICAGUINTS

АLL CONSTRUCTION IN THE PUBLIC RIGHT-OF-WAY SWALL CONFORM TO THE WAST CURRENT ADOPTED EDITON OF THE EXPWC AND THE ACHO SUPPLEMENTAL SPECIFICATIONS. В DEMPTIONS TO DETAICT POUCY, STANDARDS AND THE EXPWC WALL BE ALLOWED UNLESS SPECIFICALLY AND PREPADALIST A RPPROVED IN WRITHING BY THE DESTRICT.

ROADWAY NOTES

2.0 01

AD COUNT HOLMAN DETROT By durraping and adjung the improvement alone, the Rapalan Enginesis excessing an adjunct, and area area and four Enginesis excessing and adjunct, and area area and and adjunc-dentiation and analyzing and an and an and adjunct area pre-excessing and any and adjunct date and in price-an Synthesis Computer of these regionsystems.

Plans Are Accepted For Public Street Construction

SE	
PON	
R	
EWI	
01	

- BOISE (ISPWC), WORKS (PUBLIC 1 Work shull be done in accordance with the latest specifications and standards dramings of the idaho Standards for Public works department and/or the alar county highward district (actio) acoinformings to the fismer. 1È
 - THE CAMPACTOR STALL CONFIRME SAME IN ACCORDANCE WITH THE STANESS PLAIR APPROVED BY THE RISK. CITY PLAILS, PORS, DEVINATION, THESE PLAIS, BALL OF PROVED FOR THE PROVED PLAIRS, BALL OF PROVED FOR THE PROVED FOR THE PROVED PLAIRS, BALL OF PROVED FOR THE PROVED PLAIRS, BALL OF PROVED FOR THE 10
 - CONSTRUCTION WILL BE BY THE BOSE OUT PUBLIC WORKS DEPARTMENT. NONSE THE ID TONNEGEDON ON THOUGH THUS 6 4
- SARGE REASONS FORTY HOUR WEEK T REVISIONS BOISE CITY SEMER CONSTRUCTION WILL MEET SPEDIFIC DETAILS AND REQUIREMENTS OF THE IDANO STANDARDS FOR PUBLIC WORKS CONSTRUCTION INCLUDING BOSE CITY TO THE ISPNC STANDARD DRAWINGS ARE ANNLARLE ONLINE AT <u>WWW.GITOTREDISE.ORG.</u> SEMER INSPECTIONS WILL BE DEPARTMENT 48 HOURS PRIOF CONTRACTOR SHALL REMBURS RATES AND A UST OF LEGAL

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

ટ

Auedwoy

Engineering

9pi*N***svi***N*

02023

NA SAVIN 100 ¥ NA 0300576 034 14/01 14/01 14/01

17/01/C

뿓

1

NORK

TIE MARTES INFORMENTES TREATES LA PRESENCE ALS DE ALBORATORS ALS DE LA DAMAN DEMANGE, L'ESTINO E ALL'IN LA DAMAN D'INTERNO L'ANDRIANNE MARTES AL LE LA DO ROMENTES TREATES ALLE READAURS DE LA DOMAN DE LA DAMAN DE LA DAMAN DE LA DAMAN D'INTERNO L'ANDRIANNE MARTES LA LL'ORMENTES TREATES ALLE READAURS D'ALLE READAURS D'ALDRIANNE ALTREATES ALLE REFERITO MARK MARKES REALES READAURS TREATES ALLE READAURS D'ANDRIANNE MARKES.

construction server stande statu ie frontisto det îne ên the davely. Ant re-stande as a result de constantist antiades, constructive auades their dav statue, ere dave statue statue en te dave dat de tre davels vers. The constructive sur estatement on traditeriou constances and the fire davelstatement of the statistic fire databatication sur estatement constructives and sta

18. THE CONTRACTOR IS RESPONSIBLE FOR DETAINING A PERMIT TO WORK WITHIN THE PUBLIC RICHTS OF WAY FROM ACHD PRIOR TO CONSTRUCTION

19. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING A RESPONSIBLE PERSON TO MANTAIN THE PROJECT EROSION AND SEDIMENT

CONTROL PLAN

CONTRACTS AND THE RESPONSE TO BUT LIFE WANDEDFOR OF THE STRAM WERE PALLING A REPORT NALLING RESPONSE HALLING AND A REPORT NALLING AND AND A REPORT NARREST PRODUCT THE CONRECT OF REPORT NALLING AND A REPORT NALLING AN

SWPPP

CONTROLMENT WAS THE RAMAGINE OF (1) COMPLETE SET OF CONSTRUCTIVE WARKEN EVEN WITHIN TRE CONTRUCTIVE SALL MAINTAIN A SET MA DELATORE RECEAD OF ALL CONTRACT WASY. THE CONTRUCTIVE SALL MAINTAIN A SET MA DELATORE RECEAD OF ALL VERTOR IN ALL MAINTAINES OF ALL CONTRACT WASY. THE CONTRACTOR SALL MAINTAINES AND LANDER AND AND LANDER AND LA

RECORD DRAWINGS

14. CONCEPTING INVESTIGATION OF ALL CARACT WIN 12.9.42. WIN 12.9.42. STITNN 305. "THE CONTRACTOR SHALL FOR RECOVER OF A SOLVAL OF SCHERE'S AND SHALL CARACT REV CARACTERIA SHALL FOR A SAFETY OF A

15, ЖИЕК FOR CONSTRUCTION ACTIVITIES SMALL BE THE SOLE RESPONSEMENT OF, AND PROVIDED BY THE CONTRACTOR. ALL WATER USED ON-SITE SMALL BE NONPOLLITED

ABRIDART. THE CONTRACTOR SHALL COMPLY WITH ALL PERTINENT FEDERAL, STATE AND LOCAL AGENCIES WHICH HAVE UNSOLITION OVER DUST CONTROL PROCEDURES AND ADDITION SUST

r,

9 5

1. Expension and preventer shart contents for the and expension of expension character factoring share contents share contents and the factoring and the share contents and the contents share contents and the contents share contents and the content of t

~ 5756

The contracting spart fact we excession action to large the approach of well affects and reach, fock or defined the fauld reach-of-way the the intervention share the provided for any element of the fauld reach-of-way or adviced frame. Recently from an intervention of reduct reach and the approx. Addice of element

(disk) env. Address of a construction without a construction synthetic status if should not be constructed and a construction of a cons

NO SOLS OR AGREGATE STOCKPLES ARE PERMITED ON LANGSTURBED PORTIDAS OF THE PROPERTY WITHOUT PROR APPROAL OF THE OWNER AND UMLESS ERGSION CONTROL MEDISURES ARE IN PLACE TO PREVENT DEPOSITION OF THE OFT-STIE SEDMEDIT.

The lickness of all terms utility, as some when they respond to use of submitte is not on here) that all terms of an only of the resonance of

CLEARING AND GRUBBING SHALL CONFORM TO LEAPING. SCHOK 201 AND THE GEOTEMHORL REPORT.

STRP TOPSOL WITH BURTH WORK LIMITS AND STOCKPLE FOR EITURE USE STRUCTURM. FLL AREAS MUST HAVE ALL TOPSOL SHALL BE GARDARED AND SE PROOF-ROLLED PROR TO PLUCIM OF ANY FLL. TOPSOL SHALL BE GARDARED AND STOCKPLED FROM STRIPPING. AN ANDRAGE OF 6-AUXIEST FIRMUGAROUT HE FLL STE

The presence of the presence of the presence of the commendence on our circlence, ar a warm, to there have are second as accrete the presence of the presence of the presence of the commendence of the presence are accrete and the presence are accrete and the presence of FIGH TO FACTORY OF FILL WITTOW, THE CONTRECTOR SAME CLOB THE SITE OF ALL WATE WITTOW AND PERFARE THE SUBSTORE AS RECOMMENDED IN THE RECOMMENDE FOR THE AVE MONOMENDED ON UNCOMMENTED UNDURAL BY AND WATE INFORMED AND AT ATTACHTED AS ATTACHTED AS TO RECOMMENDE FOR AND, REPORTED ON UNCOMMENDED UNDURAL BY ALL BY FORMED AND ATTACHTED AS ATTACHTED AS TO RECTOR DY DE RECOMMENDE FORMED AND AND ATTACHTED AND ADDRESS AND AND ATTACHTED AND AND AND ATTACHTED AS ATTACHTED AS TO RECTOR DY DE RECOMMENDE FORMED AND AND AND ADDRESS AND ADDRESS AND AND ATTACHTED AND ADDRESS AND AS ATTACHTED AS A TO RECTOR DY THE RECOMMENDE FORMED AND ADDRESS ADDRESS AND ADDRESS ADDRESS AND ADDRESS ADDRESS AND ADDRESS ADDR

НЕ СОМПАСТОЯ SMAL ВЕ RESPORTE. FOR COMPLANCE WITH ALL APPLICABLE SVETY LANS OF ANY JURISTICIDANL BODY. THE COMPACTOR SMAL, BE RESPONSELE FOR ALL BARREQUES, SMETY DEMICES, AND TRAFFC CONTROL WITHIN AND AROUND THE CONSTRUCTION AREA.

N

STE GRUNG SALL CONFORM TO THE LATEST EDMON OF THE LOWO STANDARDS FOR PLBUC WORG CONSTRUCTION AND THE GEOTEDHIOLI REPORTS PREPARD BY ALLWEST SAMBEDRIN, TIATIS CERTERING, THE LATEST EDMON OF THE LOWO STANDARD NO. 1, SAGES, DANO, ALLANEST PRAJETT NO. 320-3436, DATEJ AMURY 5, 2021, THE CONFLORD SAML UNE AT LEGY OF GOVY OF THE SPAN, CIPR REPORTS, AND, LANGEST DANO, LANGEST NO, 320-3436, DATEJ AMURY 5, 2021, THE CONFLORD SAML UNE AT LEGY OF GOVY OF THE SPAN, CIPR REPORTS, AND, LANGEST DANO, LANGEST DANO, LANGEN CARRECTION

GRADING NOTES

- SOGONL GROUNDWITT SAUL AR MANTARD BLOW THE BOTTON OF THE TRENCH DUBING THE PRE LUNKIG AND PRE JUNKIG OFFERTIONS, ALL MANHOLES LOCATED WITHIN LUNTS OF SOGONL GROUNDWITT SAUL ANG THE EXTERCING OF ALL CONCRETE SURFACES CONTED WITH TWO COULS OF COULD AND ALL DE ANT ŝ 9
- sence likes skill be wrred in accordunce with the spechations and standard drawng so 313, service like wrraces skill relate in place drawn construction and Present that understoni, und wride radd that and standard skill, calor the root drawn wrreds to allard draddinin War service likes and and standard that drawn wrreds skill, calor the root drawn wrreds to allard draddining rood drawn wrreds ~
 - 10
- THE REPORTACE. SPORTING TO FIRE WILLS AND REPORT MARKS SHILL IF A MINIMAR OF TO TO FIRE THE REPORT AND THE REPORTS AND THE PART OF TO FIRE THE REPORT AND THE RE THE REPORT AND THE REPORT
- THE CONTRUCTION SHALL PROVIDE BOES CITY'S NEWSFLORE WITH "CUT SHEATS" FOR THE STAUNG FROMEDD FOR CONTRUCTION OF THE SAUTARY SEARCH "CUT SHEATS" SHALL BE PROVIDE 10 THE CONTRUCTION SHALL ADDITIONALLY. THAPPART EDCH MARS MUST BE PROVIDED TO THE BOES CITY EDWARDED FOR FOUND S CAMBACISMENT OF CONSTRUCTION. 9 ALL STATIONING RELATES TO THE GRANTY SEWER CENTERLINE. 0
 - PROR TO CONSTRUCTION, TDPGORDY RENCH MARCA (TRANS) SAMIL RE SET IN THE FRELD BY A LUCENED SURFOR OR DIRARDY MO SUM DIR FLOW AND INFORMATER THAN SO FLET ALONG THE SUMMER THAN SO FLET ALONG THAT THAN SO FLET ALONG THE SUMMER THAN SO FLET ALONG THE SUMM E.
- 1: SERVE FRE MAT CARRY CARRENT MAY 15: BALL & BELL MAD SPOTD FOLYMANT CARGINE FLOW IN 2014 SUB 54: SAL PAD SUB 74: BALLEN MAD SUB 75: FRE FRE MAL SUB 75: FRE
- The spree contractors shull supply all losses and the required number of first no gade range. The spree contractors shull first needed for the contractors shull reduce the relation of the Low of the mandle frame, and corps sould into that street address nor gade range may supply the the firsted gade Lowing of the mandle frame, and corps sould not be made the range of the top of the mandle core.

2

- 14. THE PAINING CONTRUCTOR SWALL SET THE GAMDE RUNS AND POUR THE CONCRETE COLLARS PER STANDARD DRAWING MO. SD 508, THE PAINING CONTRACTOR SWALL CONTRACT ACHD 24 HOURS PRORT TO POURING CONTRETE COLUMS
- ти прокрытия высли ноог те рес 20ке will be reserved by the Concrete's Devices in accordance with the Lutest eight and the "Construction count resoluce under the reserved the resolucion of the Concrete for R Zing. The resoluce the resoluce of the Concrete the resoluce of the resoluce 15.
- THE BOSE FUBLE WORS UPWINDERT WAY TST THE COMPATION OF THE SEMER PROJME, BEDJANG, TISTING WEI AND WEIGHEDRICH TISTING VERBATTORY. THE CONST OF THE FIRET TST WILL BAVIN THE BESE PUBLE WORD UPWINDER MADIAN TST THE WAY BUILDER DOWNLING MAL. THE FUSTER AND WEIGHE THE COMPACTION BAVIL CONTICT THE BOSE PUBLE WORDS WAYNET STAND WILL THE TOTST PORT TO AND THE LOWAR WOB BACCLUMA 9
- Ь THE CONTRACTOR SMLL LEWE THE EXEMUTION FOR THE UPSTREAM BND OF ALL SEMICE UNES OPEN FOR FIELD YERFLOTION OF THE INFERTION FILMETON ET THE OTT'S INSPECTIVE. THE CONTRACTOR SMLL ING SOLL THE EDUS OF SERVICE LINES UNTIL HE HAS GREAKED APPROAL FROM BOSE CITY'S INSPECTION OF SEMICE LINE IMPORT EXAMINOS. 17
 - 18
- PROR TO FINUL ACCEPTINGS, AFTER ALL UTUTES ARE IN AND PROR TO PMING, AN AR TEST SAULT BE CONDUCTED. THE COMPACT THE CITY OF BOSE A UNIVUM OF 24 HOURS PROR TO TSATING, ALL UNIVERS SAULT BE TESTED IN ACCORDANCE WITH THE REMOVE AND BOSE CITY'S MODIFICATIONS. g
 - THE SEMEN MAN SHALL BE TEATD. FOR DETECTION IN ACCORDANCE WITH THE LEAVE AND BOLES CITY'S MODIFICATIONS. ALL SENER LINES SHALL BE TELEMED WITH A CLOSED CRECUT TELEMEON CAMERA IN ACCORDANCE WITH THE LEAVE, AND BOSE CITY'S MODIFICATIONS. NO STANDAGE WATER SHALL BE PRESENT.
- SAURE SERV LANGE ELS SAURE SERT ANNOLE CARES SAU, EL N ACCEMACE WHI RIVE STARAD DANNE DA-11, WHI ACCEATION (1) HE MANGLE LD. THE ALSO MET RE PORTS SAURDE FOR THE ALSO AND REVEAL OF ALL OLDERANCE WHI STARAD DANNE DAVID, ALSO ALSO ALSO ALSO A LOS MOTH THE DANNE DART THE ALCOVER MALED FOR ALL DAVID HE LO CONSELLES THE REVEAL DO ALSO AND ALSO AND ALSO AND 3

TRENCH BACKFILL NOTES

- הנכאוינוסו סג וויהסגנדם פטגטע פסוגניבי. באכאוינדם ציוזג נאסא ואינו איזיד איסט פי הפים זסג ווגפאיטיו פינינים איזיד פי הפים זסג שלאיד פי הפים זסג שיאויד ו איז וובאנא פאכאנדו הצם אפטיג אוינוגיג "פאראינדם ציוזג נאסא וויוגי מאאיזרא אכטגניטינה ווי גוויגע איזיגעווד פיני

H

- TRENCH EXCANTION MATERNIS THAT ARE INTENDED TO 85 REPURCED AS TRENCH BACKTLA MATERNIS MAY ONLY BE USED FOR THIS PURPOSE WITH ACHD INSPECTION STAFF HORIZATION 5
- 韬

 - CELLOGAN 38 TIME WARRAW 3SMEARS BANDADOV CENSILIONN ANALYON TH
- 15
 - ÷

NOTES - SHEET 2 OF 2

HARRIS ESTATES ALL POSTS AND BACK

CONTRACTOR WILL BE RESPONSIBLE FOR SUPPLYING MD INSTALLUIG POWDER CONTED POES AND SIGNAGE TO MATCH EXETING SIGNS AT DALLAS

POWDER COATED STREET SIGN AND POST NOTE

5

2.1 OF

8) A similary and largengine another plane and plane, and fit planes are ensuine a based on proceeding the acceleration to be define and resolution. Variance or variance much any and careerality appropried by the Daniel date real of any reprovement along by the Daniel date real of any reprovement along by the Daniel date real of the resolution.

Plans Are Accepted For Public Street Construction

- 4 4 4 9 4
- Primeric respers reveals the ultransmission memory beneric reveals account fragment with the reveal memory resonance and the reveal memory account of the reveal memory and reveal memory account of the reveal memory account of the reveal memory and reveal memory account of the r

























COPERIORI 2021 TESHINA DESCRI GROUP. THE RETRIVENT IS THE PROPERTY OF TESHINA DESCRI ORDIG. ANY REPRODUCTION, RELVE OR MODIFICATION OF THE INSTRUMENT OR ITS CONFIDING MATLEN PERMISSION OF TESHINA DESCRI GROUP. THE RETRICTED FOR THE REPROPERTY OF TESHINA DESCRI CONFIDING.





🔘 Comprised to 201 testing design orong the instance is the property of testing dropp of the instance of instance or instance





THIS INSTANCED IN THE REGRETER OF COOL WILL SEARODICING BOOK STORE OF MODIFICION OF THIS INSTANCED OF INSTANCED OF A MODIFICIA PROVIDENCE C COLLINKHI SOS) JESHIW DEXICA CHILD



COPPRIOR 2021 TESHIKA DESKAW GROUP. THIS REQUERTING TESKAW DESKAW DESKAW













	OPMENT, NC., AN IDAHO CORPORATION, DAVE EVANSE E INDEPRIORED AF FOLLOWENT, INC., AN IDAHO CORPORATION DAY OF FLIQUIST. 2022 OPMENT, NC., AN IDAHO CORPORATION, DAVE EVANSE E INDEPRIORED AS FOLLOWEN DAY OF FLIQUIST. 2022 DEPRIEMENT, NC., AN IDAHO CORPORATION, DAVE EVANSE E INDEPRIORED AS FOLLOWEN DAY OF FLIQUIST. 2022 E OF THE PROPERTY DESCRIBED AF FOLLOWENT, INC., AN IDAHO CORPORATION PRESIDENT, AS OWER OF BLOCK 3 UPON RECORDING DAY OF FLIQUIST. 2022 RECTOR 28, TOWNING 3 NORTH, RANGE 3 EAST. RESIDENT, AS OWER OF BLOCK 3 UPON RECORDING PRESIDENT, AS OWER OF BLOCK 3 UPON RECORDING RECTOL ARE, DESCRIBED AS FOLLOWS: RESIDENT, AS OWER OF BLOCK 3 UPON RECORDING ACKNOME EDGEMENT RECTOL ARE, DESCRIPTION RESIDENT, AS OWER OF BLOCK 3 UPON RECORDING ACKNOME EDGEMENT RECTOL ARE, DESCRIPTION RESIDENT, AS OWER OF BLOCK 3 UPON RECORDING ACKNOME OF ALOWER RECTOR 28, AULT STERMENT, DAY OF ALLOWENT RECORDING ACKNOME OF ALOWER REST, REACCE, SOLIN 204000, EAST. RECORDING RECORDING AND OF ALOWER REST, REACCE ARE, PROVINCE ARE, REPROSENT AND OF ALOWENT OF RELOWENT OF RECORDING SAND OF ALOWENT OF RELOWENT OF RELOWENT OF RELAVIENT OF RELOWENT OF RELAVIENT	Z T		ACKNOM EDGEMENT STATE OF IDAHO) STATE OF IDAHO) STATE OF IDAHO) SSTATE OF IDAHO) SSTATE OF IDAHO) SSTATE OF IDAHO) SSTATE OF IDAHO ON MISS JAR PERSONALT APPEARENT DIFE INSTRUMENT FOR AND ADDENCE AND THE INSTRUMENT PRESONAL IDATE OF SURVEYOR MAY COMMISSION BORDERS OILDATION RESIDENT IN THE CERTIFICATE OF OMERSON PLATT AS DESCRIBED IN THE "CERTIFICATE OF OMERSON FLATT AS DALEWYSON AND ACCURATELY REPRESENTS THE POWNING FLATT AND ACCURATELY FLATT AND ACCURATELY FLA	E ABOVE DESCRIBED PROPERTY IN THIS PLAT AND
CERTIFICATE OF OWNERS. KNOW ALL MEN BY THESE PRESENTS: THAT BARBER VALLEY DEVELOPMENT, INC., AN IDAHO CORPORATION, DAVE EVANS CONSTRUCTOR LLC, AN IDAHO LIMITED LUABILITY COMPANY AND THE INDEPENDENT SCHOOL DISTRICT OF BOISE GTTY. THE POLITICAL SUBDIVISION OF THE STATE OF IDAHO, ARE THE OWNERS OF THE PROPERTY DESCRIBED AS FOLLOWS: A PARCEL OF LAND LOCATED WITHIN THE NORTHWEST 1/4 OF SECTIOL AND 29, TOMMSHIP 3, NORTH, RANGE 3, EAST, BOISE MERIDAN, GITT OF BOISE, ADA COUNTY, IDAHO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: CONNECTION, DATA DEFORT PARTICULARLY DESCRIBED AS FOLLOWS: DOCUMENTION, DATA DEVICE DEPENG MORE PARTICULARLY DESCRIBED AS FOLLOWS:	COMMENCARY TO RESCHART CONTEXT CONTEXT CONTROL OF THE ACTIONS 19:1 CONTROL OF THE ACTION THE 1/ CURY CONMANN TO SECTIONS 20 ADD 29 EERDS SOUTH 89:3548° EAST. 2557:30 FEET, THENCE SOUTH 20:49 02° EAST. 98:33 FEET TO THE SOUTHER'T BOUNDARY LUE OF DALLAS HARRIS ESTATES TOWNHONES SUBDINSION NO. 11 AS FLED IN BOOK 118 OF PLATS AT PAGES TERSO THROUGH FIZER AND THE FREAL PONT OF ERGINING.	THENCE ON SAUD SOUTHERLY BONDARY LINE THE FOLLOWNG NINE (9) COURSES AND DISTANCES. SOUTH 64700'S2" EAST, 136.00 FEET; SOUTH 64700'S2" EAST, 136.00 FEET; SOUTH 64700'S2" EAST, 13.00 FEET; SOUTH 64700'S2" EAST, 13.00 FEET; SOUTH 64700'S2" EAST, 13.00 FEET; SOUTH 257900" WEST, 13.00 FEET; SOUTH 2579500" WEST, 13.00 FEET; SOUTH 2579500" WEST, 13.00 FEET; SOUTH 2579500" WEST, 13.00 FEET; SOUTH 2579500" WEST, 13.00 FEET; SOUTH 2729500" WEST, 13.00 FEET; SOUTH 272950" FEET; SOUTH 272950" WEST, 13.00 FEET; SOUTH 272950" WEST, 13.00 FEET; SOUTH 272950" WEST, 13.00 FEET; SOUTH 272950" WEST, 13.00 FEET; SOUTH 272950" FEET; SOUTH 272900" FEET; SOUTH 272950" FEET; SOUTH 272900" FE	FEET, A FEET, A FEET, A &VE TO 7	THENCE NORTH OZ2B154 WEST, 17.65 FEET; THENCE NORTH OZ2B154 WEST, 12.56 FEET; THENCE SOUTH 2037954 WEST, 15.25 FEET; THENCE SOUTH 2037954 WEST, 15.25 FEET; THENCE SOUTH 2037954 WEST, 15.26 FEET; ANGLE OF OAT146 AND A LONG CHORD WHICH BEARS NORTH 52.36117 WEST, 48.80 FEET; A CENTRAL THENCE 00.38 FEET ALONG THE ARC OF CHORD WHICH BEARS NORTH 52.36117 HAWIG A RADIUS OF 566.30 FEET, A CENTRAL THENCE 00.38 FEET ALONG THE ARC OF CURRE TO THE RICHT HAWNG A RADIUS OF 580.00 FEET, A CENTRAL ANGLE OF 001146 THE AND A LONG CHORD WHICH BEARS NORTH 52.36117 HAWIG A RADIUS OF 380.00 FEET, A CENTRAL ANGLE OF 0030617 AND A LONG CHORD WHICH BEARS NORTH 53.5716 WEST, 60.32 FEET; THENCE 1946 FIET ALONG THE ARC OF CHORD WHICH BEARS NORTH 51.56127 14.940 GFET; A CENTRAL ANGLE OF OTORETS AND A LONG CHORD WHICH BEARS NORTH 51.5612 FEET THENCE SOUTH 37.2655 WEST, 71.50 FEET TO NHE RORTH ANDIO CHORD WHICH BEARS NORTH 51.7459 WEST, THENCE SOUTH 37.2655 WEST, 71.50 FEET TO THE LACHOR THE READ OF CHORD WHICH BEARS NORTH 54.7459 WEST, 47.516 FEET ALONG THE ARC OF OLD THE NORTH 74.74512 FEST, 14.600 FEET; THENCE SOUTH 3772655 KEST, 71.50 FEET TO THE LEFT HAWNG A RADIUS OF THENCE. THENCE EXAMINE SIME NORTH 70-7471 UNE NORTH 749172 FAST, 64.00 FEET; A CENTRAL AND E OF OLD WERTHAL ANGLE OF 0532345 AND A LONG CHORD WHICH BEARS NORTH 551429 WEST, 47.516 FEET, A CENTRAL ANGLE OF 0532345 AND A LONG CHORD WHICH BEARS NORTH 551429 WEST, 47.516 FEET, A CENTRAL ANGLE OF 0532345 AND A LONG CHORD WHICH BEARS NORTH 551426 FEET ALONG THE REAL OF THE ARC OF A CURRE TO THE LEFT HAWNG A RADIUS OF TAGATIST FEET, A CENTRAL THENCE TO THE REFT HARD A A LONG CHORD WHICH BEARS NORTH 551457 47.516 FEET, A CENTRAL ANGLE OF 0332345 AND A LONG CHORD WHICH BEARS NORTH 551457 47.517 FEET A CENTRAL THE REAL OF THE REAL POINT 749172 FAST, 6.500 FEET, A CENTRAL ANGLE OF 33758067 AND A LONG CHORD WHICH BEARS NORTH 224917 FEST, 6.500 FEET, A CENTRAL ANGLE OF 33758067 AND A LONG CHORD WHICH 1249172 FAST, 6.500 FEET, A CENTRAL ANGLE OF 33758067 AND A LONG CHORD WHICH 224172 FA	IT IS THE INTERVIDIO OF THE UNDERSIGNED TO HEREPY INCLUDE THE ABOVE DESCRIBED PROPERTY IN THIS PLAT AND TO DEDICATE TO THE PUBLIC, THE PUBLIC HOWERE, THE RIGHT TO LESS ABOWN ON THIS PLAT. THE EASEMENTS AS BHOWN ON THIS PLAT ARE NOT DEDICATION TO THE PUBLIC HOWERE, THE RIGHT TO USE SAID EASEMENTS IS HEREDY PERPETIATION TO DEDICATION TO THE PUBLIC HOWERE, THE RIGHT TO USE SAID EASEMENTS IS HEREDY PERPETIATION TERSERVED FOR PUBLIC HITLER AND SOLICY OTHER TO USES AND EASEMENTS IS HEREDY DEDICATION TREADED FOR PUBLIC HITLER AND SOLICY OTHER TO USES AS DESCARATED WITH THIS FLAT, AND NO PERPENDANCENT STRUCTURES ARE TO BE ERECTED WITHIN THE LIDENT ALL LOTS IN THIS PLAT. MILL ELGIBLE TO RECOVE WATER SERVICE FROM AN EDSTING SULZ WATER TOAHO, INC. MAN LIDE LOCATED ADJACENT TO THE SUBLECT SUBDIVISION, AND SULZ WATER DAHO, INC. HAS AGREED IN WRITING TO SERVE ALL THE LOTS'IN UNDER SUBDIVISION.

Г



CHANGE ORDER

(Instructions on next page)

No. <u>1</u>.

PROJECT: Dallas Harris South Subdivision No. 2 - CID Project

DATE OF ISSUANCE - August 30, 2021

OWNER: Barber Valley Development

OWNER's Contract No.: 20041 CID Eligible Items

CONTRACTOR - Central Paving

You are directed to make the following changes in the Contract Documents. Description: Removal of large deciduous tree along north edge of Brightside Street; Install orange safety fence to provide separation from the food court area from the construction limits of this project.

Reason for Change Order: Tree Interference with roadway improvements, Orange Construction Fence is ordered to provide a safety barrier between the food court area, adjacent to construction and actual construction activities.

Attachments: See attached Items and cost summary

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price \$ 2.059.110.42	Original Contract Times Substantial Completion: <u>N/A</u> Ready for final payment: days or dates
Net changes from previous Change Orders	Net changes from previous change Orders No to No. <u>N/A</u> days
Contract Price prior to this Change Order	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	Net Increase (decrease) of the Change Order <u>N/A</u> days
Contract Price with all approved Change Orders \$2.062.067.42	Contract Times with all approved Change Orders Substantial Completion: <u>N/A</u> Ready for final payment: days or dates
APPROVED; By: Owner (set Date: 10	ACGEPTED: Prized Signature) Director (Authorized Signature) 24711 Date: 10-27-2021

EJCDC No: 1910-8-B (1990 Edition)

Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America



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, 1D 83705

Re: Dallas Harris South #2: Change Order #1 - Tree Removal

Dave,

In order to construct the sideway at the intersection of Barnside and Brightside tree removal had to be done. This change order is for the cost to have Qualitree come remove the tree, stump and brush.

Description	Qty	Unit	Unit Price	Total	
Tree and Stump Removal Contractor Administrative Expenses	I I	LS LS	\$2000 \$100	\$2,000 \$100	
Total Cost of Change				\$2, 100	

Respectfully,

Kyle Terrell

Kyle Terrell Central Paving Co. Qualitree Inc.

3514 Garrity Blvd. Nampa, Idaho 83651

Invoice

Date	Invoice #
7/29/2021	483

Bill To Central Paving Inc. P.O. Box 15010 Boise, Idaho 83715

Harris Ranch	ect	Pr	Terms	.O. No.			
Harris Ranch			ue on receipt				
	mount		Rate		scription		Quantity
Pulled Stump cleared brush 2,000.00 2, Image: Straight of the s						Harris Ranch	
	2,000	00.00	2,000.00			Pulled Stump cleared brush	
		1					
Balance Due \$2,	\$2,000		e Due	Bal			
Payments/Credits	- a4		s/Credits	- Payı	••		
	\$0.0						
Total \$2,00	\$2,00		2251 - 1) 	Tota			



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: Dallas Harris South #2: Change Order #2 - Temporary Construction Fence

Dave,

In order to keep pedestrians from the food truck court out of the construction site, we were directed to have temporary construction fence installed. This change order is for the cost to install the construction fence.

Description	Qty	Unit	Unit Price	Total
Temporary Construction Fence	380	LF	\$2.15	\$817
Contractor Administrative Expenses	1	LS	\$40	\$40

Total Cost of Change

\$857

Respectfully,

Kyle Terrell

Kyle Terrell Central Paving Co.

AN EQUAL EMPLOYMENT OPPORTUNITY EMPLOYER

SPECIALTY CONSTRUCTION SUPPLY 348 N.W. 13th Place Meridian, ID 83642 (208) 322-6800 Toll Free (888) 574-7732



Invoice

1

Involce 02:10068-IN INVOICE DATE: 7/30/2021 DUE DATE: 8/10/2021

SALESPERSON: EROSION CONTROL CUSTOMER NO; CENPAV

SHIP TO: CENTRAL PAVING P. O, BOX 15010 BOISE, ID 83715

	O. SHIP VIA WARM SPRINGS	ORDERED BY KYLE TERRELL	TERMS NET 10th	OUR OF 62847	RDER NO.	
ITEM NO.	DESCRIPTION		QUANTITY	UNIT	PRICE	AMOUNT
150 20217	INSTALL CONSTRUCTION FENCE		380.00	LF	2,1500	817.00
201 /50 202210		METER OF FOOD TRUCK AREA	23.00	EA	5,0000	115.00

@ HAYSTACK AND WEI5S LOCATIONS

5045 202010.10550 0/s # 136811 Dillis Harry #2

BBB

FREELG

*Our prior permission is required an all returned goods which are subject to a 20% restocking charge. Specialty Construction Supply accepts no responsibility for customer's own containers. Customer accepts full responsibility for said containers to be in compliance with State, Federal, and local laws. Proper labels and MSDS for product have been provided. 932.00 Net Involce: 0.00 Less Discount; 0.00 Delivery Charge: 0.00 Sales Tax: Invoice Total: 932.00 0.00 Less Deposit: X Customer Signature ____ \$932.00 Involce Total:

Our responsibility current when detwared to conter All claims for duringly, whether visible or concorded, must be taken up with carried at your and. For residuandus with the excepted by us for action which demands. A concerning the index of conducts of the second of which is detained in the residuand of the residuant of the excepted by us for action which demands. A cookies all claims for the residuant of the residuant of the residuant of the residuant of the which is the residuent of the residuant of the resid

SOLD TO: CENTRAL PAVING P. O. BOX 15010 BOISE, ID 83715

CHANGE ORDER

(Instructions on next page)

No. ____2 .

PROJECT: Dallas Harris South Subdivision No. 2 - CID Project

DATE OF ISSUANCE - October 27, 2021

OWNER: Barber Valley Development

OWNER's Contract No.: 20041 CID Eligible Items

CONTRACTOR - Central Paving

. . .

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

Description: Strip the entire inner approximate 5 acres of lot 1, Block 2 of the project in preparation for import structural fill. Remove all remaining trees and roots and strip and haul off all vegetation and upper 3-inch layer of soil. Costs for this work shall conform to Item 2000 of you Project Proposal in the amount of \$26,900.00. No other work related to this proposal is authorized at this time.

Reason for Change Order: Towner is desiring to import structural fill to bring this lot and block up to required subgrade elevations for future housing and requires the site to be stripped prior to Import.

Attachments:	See affached	Items and	cost summary	
				-

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price \$2,059,110.42	Original Contract Times Substantial Completion: <u>N/A</u> Ready for final payment: days or dates
Net changes from previous Change Orders	Net changes from previous change Orders No to No. <u>N/A</u> days
Contract Price prior to this Change Order	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	Net Increase (decrease) of the Change Order
\$26,900.00	<u>N/A</u> days
Contract Price with all approved Change Orders \$2,088,967.42	Contract Times with all approved Change Orders Substantial Completion: <u>N/A</u> Ready for final payment: days or dates
APPROVED: By: Date	ACCEPTED: By: 10, 400 Contractor (Authorized Signature) Date: 10/27/21

o. 1910-8-B (1990 Edition)

Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America

CHANGE ORDER

INSTRUCTIONS

A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Contract Price or Times.

Changes that affect Contract Price or Contract times should be promptly covered by a Change Order. The practice of accumulating change order items to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order shall be used.

B. COMPLETING THE CHANGE ORDER FORM

Engineer initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Contractor for approval. After approval by Contractor, all copies should be sent to Owner for approval. Engineer should make distribution of executed copies after approval by Owner.

If a change only applies to Contract Price or to Contract Times, cross out the part of the tabulation that does not apply.
(Instructions on next page)

No. <u>3</u>.

PROJECT: Dallas Harris South Subdivision No. 2 - CID Project

DATE OF ISSUANCE - November 10, 2021

OWNER: Barber Valley Development

OWNER's Contract No.: 20041 CID Eligible Items

CONTRACTOR - Central Paving

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

Description: Owner is directing Central paving to provide compaction efforts to finally prepare the stripped approximate 5 acres of lot 1, Block 2 of the project in preparation for import structural fill. Costs for this work is agreed to be \$15,180.00. No other work related to this proposal is authorized at this time.

Reason for Change Order: The owner requesting this work to have site prepared in advance of the import materials being delivered in order to save the maximum amount of time for import placement and compaction.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price	Original Contract Times Substantial Completion:N/A
\$2,059,110.42	Ready for final payment: days or dates
Net changes from previous Change Orders \$29,857.00	Net changes from previous change Orders No. <u>to</u> No. <u>N/A</u>
	days
Contract Price prior to this Change Order \$2.088,967.42	Contract Times prior to this Change Order Substantial Completion: Ready for final payment:
	days or dales
Net Increase (decrease) of the Change Order	Net Increase (decrease) of the Change Order
\$15,180.00	N/A days
Contract Price with all approved Change Orders	Contract Times with all approved Change Orders Substantial Completion: <u>N/A</u> Ready for final payment: days or dales
APPROVED. By: Oriented Dote:	Indized Stindure) Date: 3-2-2022

Attachments: See attached Items and cost summary

EJCDC No. 1910-8-B (1990 Edition)

Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America

DW 33122

INSTRUCTIONS

A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Contract Price or Times.

Changes that affect Contract Price or Contract times should be promptly covered by a Change Order. The practice of accumulating change order items to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order shall be used.

B. COMPLETING THE CHANGE ORDER FORM

Engineer initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Contractor for approval. After approval by Contractor, all copies should be sent to Owner for approval. Engineer should make distribution of executed copies after approval by Owner.

If a change only applies to Contract Price or to Contract Times, cross out the part of the tabulation that does not apply.

(Instructions on next page)

No. <u>4</u>,

PROJECT: Dallas Harris South Subdivision No. 2 - CID Project

DATE OF ISSUANCE - November 10, 2021

OWNER: Barber Valley Development

OWNER's Contract No.: 20041 CID Eligible Items

CONTRACTOR – Central Paving

You are directed to make the following changes in the Contract Documents. Description: Owner is directing Central paving to install a 6" sanitary sewer service, a 2" domestic water service, a 6" fire service, all to the school site, located on Lot 1, Block 4.

Reason for Change Order: The owner requesting this work to be done in accordance with coordination with School District.

Attachments:

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price	Original Contract Times Substantial Completion: <u>N/A</u>
\$Z,057,110,42	Ready for final payment: days or dates
Net changes from previous Change Orders	Net changes from previous change Orders No to No.
\$45,037,00	N/A
e dan di su	days
Contract Price prior to this Change Order	Contract Times prior to this Change Order Substantial Completion:
\$2,104,147,42	Ready for final payment:N/A
A contract of the second s	days or dales
Net Increase (decrease) of the Change Order	Net Increase (decrease) of the Change Order
\$ 29.988.00	N/A doys
Contract Price with all approved Change Orders	Contract Times with all approved Change Orders Substantial Completion: N/A
\$2,134,135.42	
Ψ <u>2/101/100/12</u>	
Ψ	Ready for final payment: days or dates
APPROVED:	Ready for final payment:
	Ready for final payment: days or dates
APPROVED:	Ready for final payment: days or dates ACCEPTED: By: IANE

EJCDC No. 1910-8-B (1990 Edition) Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America

M 3/3/22

INSTRUCTIONS

A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Contract Price or Times.

Changes that affect Contract Price or Contract times should be promptly covered by a Change Order. The practice of accumulating change order items to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order shall be used.

B. COMPLETING THE CHANGE ORDER FORM

Engineer initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Contractor for approval. After approval by Contractor, all copies should be sent to Owner for approval. Engineer should make distribution of executed copies after approval by Owner.

If a change only applies to Contract Price or to Contract Times, cross out the part of the tabulation that does not apply.

(Inst	ruct	ions	on	next	(page)	
---	------	------	------	----	------	--------	--

No. <u>5</u>.

PROJECT: Dallas Harris South Subdivision No. 2 - CID Project

DATE OF ISSUANCE - April 1, 2022

OWNER: Barber Valley Development

OWNER's Contract No.: 20041 CID Eligible Items

CONTRACTOR ~ Central Paving

You are directed to make the following changes in the Contract Documents. Description: **ACHD required additional signage and traffic markings.**

Reason for Change Order: ACHD required signage and thermal marking at time of final project inspections.

Attachments:

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original ConIract Price \$2,059,110,42	Original Contract Times Substantial Completion: <u>N/A</u> Ready for final payment:
	days or dates
Net changes from previous Change Orders	Net changes from previous change Orders No fo No. N/A
	days
Contract Price prior to this Change Order	Contract Times prior to this Change Order Substantial Completion:
\$2,134,135.42	Ready for final payment: <u>N/A</u>
	days or dates
Net Increase (decrease) of the Change Order	Net Increase (decrease) of the Change Order
\$2,797.39	N/A days
Contract Price with all approved Change Orders	Contract Times with all approved Change Orders Substantial Completion: N/A
\$	Ready for final payment: days or dates
APPROVED:	ACCEPTED:
By: By:	By: jSHF25 Contractor (Authorized Signature)
Date 5-	10-2022 Date: 5-10-2027

INSTRUCTIONS

A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Contract Price or Times.

Changes that affect Contract Price or Contract times should be promptly covered by a Change Order. The practice of accumulating change order items to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order shall be used.

B. COMPLETING THE CHANGE ORDER FORM

Engineer initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Contractor for approval. After approval by Contractor, all copies should be sent to Owner for approval. Engineer should make distribution of executed copies after approval by Owner.

If a change only applies to Contract Price or to Contract Times, cross out the part of the tabulation that does not apply.

DALLAS HARRIS SOUTH SUBDIVISION NO. 2 (AREA SE11) CONTRACTOR PAYMENT REQUEST EVALUATION AND EXPLANATION OF ITEMS

May 13, 2022

The Dallas Harris South Subdivision No. 2 project was prepared, approved, advertised and awarded in accordance with the requirements of the Harris Ranch Community Infrastructure District. All work elements related to this construction project were continuously inspected and observed by representatives of RiveRidge Engineering, under my direct supervision and all work elements were found to have been installed in substantial conformance with the approved project documents. The public roadways have also been inspected for approval by ACHD personnel and acceted by ACDH for ownership and maintenance.

See Revised Engineer

Certificate Dated

12/15/2022



ITEMS ITEM DESCRIPTION AND EXPLANATION

1 - 4	Mobilization, Bonds and Insurance related to the construction of the roadways. All CID Eligible items.	\$ 318,200.00
5-12	Earthwork directly related to the construction of the roadways measuring from 5' behind sidewalk to 5' behind sidewalk to provide a stable foundation for sidewalk construction given that structural fill depths are up to 4' deep. All CID eligible items.	\$ 263,538.40
13-24	Complete construction of all public roadways, including curb, gutter, sidewalks and roadway section including all structural roadway elements. All CID eligible items.	\$ 548,175.95
25-36	Complete construction of the potable water system and the private pressure irrigation system that have been determined to be ineligible for CID reimbursement	\$0
37-40	Installation of sanitary sewer servcies that have been determined to be CID ineligible for reimbursement.	\$0
41	Adjustment to existing sewer main manholes to match new roadway surface. CID eligible item.	\$ 1,788.00
42	Service taps of existing sewer main determined to be ineligible for CID reimbursement.	\$0
43-51	All work related to the installation of the new public storm water collection system located within the public roadways. All CID eligible items.	\$ 106,066.10
52-55	Preparation of the project SWPPP and continuous monitoring through construction. All CID eligible items.	\$ 28,621.00
56-58	Installation of the entire fine irrigation system within the roadway planter strips, tree wells and planter pots determined to be ineligible for CID reimbursment.	\$0
59-66	All landscping elements including topsoil, lawn areas, trees, flower pots, trash recepticals, benches, and tree grates, all determined to be ineligible for CID reimbursement.	\$0
67-75	All work elements for traffic control, street lights and pavement markings, all determined to be CID Eligible items.	\$ 67,089.00
Change Order 1	Tree and stump removal outside of the public roadway determined to be inelegible for CID reimbursement.	\$0
Change Order 2	Installation of construction fence to separate construction limits from nearby public activities, determined to be ineligible for CID reimbursement.	\$0
Change Order 3	Added water and sewer services for the proposed elementary school site, determined to be ineligible for CID reimbursement.	\$0
Change Order 4	Clearing and grubbing of Lot 1, Block 2 of the project for future placement of structural fill, determined to be ineligible for CID reimbursement.	\$0
Change Order 5	Added signage and pavement marking required by ACHD at time of final roadway inspections, determined to be CID eligible items.	\$ 2,797.39

TOTAL CID ELIGIBLE COSTS FOR REIMBURSEMENT: \$ 1,336,275.84

DALLAS HARRIS SOUTH SUBDIVISION NO. 2 (AREA SE11) CONTRACTOR PAYMENT REQUEST EVALUATION AND EXPLANATION OF ITEMS

Revised - 12/15/2022

The Dallas Harris South Subdivision No. 2 project was prepared, approved, advertised and awarded in accordance with the requirements of the Harris Ranch Community Infrastructure District. All work elements related to this construction project were continuously inspected and observed by representatives of RiveRidge Engineering, under my direct supervision and all work elements were found to have been installed in substantial conformance with the approved project documents. The public roadways have also been inspected for approval by ACHD personnel and acceted by ACDH for ownership and maintenance.



ITEMS ITEM DESCRIPTION AND EXPLANATION

1 - 4	Mobilization, Bonds and Insurance related to the construction of the roadways. All CID Eligible items.	\$ 118,871.87
5-12	Earthwork directly related to the construction of the roadways measuring from 5' behind sidewalk to 5' behind sidewalk to provide a stable foundation for sidewalk construction given that structural fill depths are up to 4' deep. All CID eligible items.	\$ 263,538.40
13-24	Complete construction of all public roadways, including curb, gutter, sidewalks and roadway section including all structural roadway elements. All CID eligible items	\$ 548,175.95
25-36	Complete construction of the potable water system and the private pressure irrigation system that have been determined to be ineligible for CID reimbursement	\$0
37-40	Installation of sanitary sewer servcies that have been determined to be CID ineligible for reimbursement.	\$0
41	Adjustment to existing sewer main manholes to match new roadway surface. CID eligible item.	\$ 1,788.00
42	Service taps of existing sewer main determined to be ineligible for CID reimbursement	\$0
43-51	All work related to the installation of the new public storm water collection system located within the public roadways. All CID eligible items.	\$ 106,066.10
52-55	Preparation of the project SWPPP and continuous monitoring through construction. All CID eligible items.	\$ 28,621.00
56-58	Installation of the entire fine irrigation system within the roadway planter strips, tree wells and planter pots determined to be ineligible for CID reimbursment	\$0
59-66	All landscping elements including topsoil, lawn areas, trees, flower pots, trash recepticals benches, and tree grates, all determined to be ineligible for CID reimbursement	\$0
67-75	All work elements for traffic control, street lights and pavement markings, all determined to be CID Eligible items.	\$ 67,089.00
Change Order 1	Tree and stump removal outside of the public roadway determined to be inelegible for CIE reimbursement.	\$0
Change Order 2	Installation of construction fence to separate construction limits from nearby public activities, determined to be ineligible for CID reimbursement.	\$0
Change Order 3	Added water and sewer services for the proposed elementary school site, determinec to be ineligible for CID reimbursement.	\$0
Change Order 4	Clearing and grubbing of Lot 1, Block 2 of the project for future placement of structural fill, determined to be ineligible for CID reimbursement.	\$0
Change Order 5	Added signage and pavement marking required by ACHD at time of final roadway inspections, determined to be CID eligible items.	\$ 2,797.39

TOTAL CID ELIGIBLE COSTS FOR REIMBURSEMENT: \$ 1,136,947.71

Central Paving

Inovice Date	Application No.	Α	mount Billed	Check Number	Date Paid	Α	mount Paid
8/31/2021	1	\$	517,085.31	7000	10/13/2021	\$	517,085.31
9/30/2021	2	\$	439,215.21	8025	11/12/2021	\$	439,215.21
10/31/2021	3	\$	293,957.46	8043	12/13/2021	\$	293,957.46
11/30/2021	4	\$	347,378.24	8095	1/15/2022	\$	347,378.24
12/31/2021	5	\$	75,572.50	8118	2/23/2022	\$	75,572.50
2/28/2022	6	\$	26,060.88	8150	4/11/2022	\$	26,060.88
3/31/2022	7	\$	46,326.17	8170	5/9/2022	\$	46,326.17
5/11/2022	8	\$	109,073.46	8200	6/6/2022	\$	109,073.46
		\$	1,854,669.23			\$:	1,854,669.23
Adjustments:*		\$	518,393.39			\$	518,393.39
Total:		\$	1,336,275.84			\$	1,336,275.84

Dallas Harris South Subdivision No. 2 (SE7, SE8, SE11)

*See 6E for details

Application and Certification for Payment, Construction Manager		A THE R OF THE R. P. LEWIS CO.	-OT NOTTI TOT OT TO
BARBER VALLEY DEVELOPMENT		APPLICATION NO: 1 000 APPLICATION DATE: 1	OWNER OWNER
		PERIOD TO: 8/31/21	CONSTRUCTION MANAGEN
FROM IN CONSTRUCTION CONTRACTOR: CENTRAL PAVING CO., INC MANAGER(S):		CONTRACT DATE:	CONTRACTOR
CONTRACT FOR: Dallas Harris No. 2		COMMITMENT NO:	
	1200	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 Docurrents, that all amounts have been paid by the Contractor for Work for which previous Certificates of Payment were, issued and navinet received from the Owner, and that current payment shown herein is now	tor's knowledge, information and belief the in accordance with the Contract Vork for which previous Certificates of that current payment shown herein is now
ORIGINAL CONTRACT SUM	2.059.110.42 due	tue ONTRACTOR: Central Pavine Co. Inc.	
NEL CHANGES IN THE WORKS	1.	1.101	Prise 8-31-2021
RETAINAGE: 5% % of Completed Work 544.300.32 1 27.215.02	by. Stat	eof TOAHO nivof OAA	
terial	Subs Atic	cribed and swom to before me	ATE OF IOL
(column H on G/03 Total Retainage (Lines 5a + 5b, or Total in Column L on G703) TOTAL EARNED LESS RETAINAGE	27,215,02 Not 517,085,31 My	areacher Samuera (1) Desimination	JOAN OUBLIC
(Lines 4 minus Line 5 Total) LESS PREVIOUS CERTIFICATES FOR PAYMENT	0.00	CERTIFICATE FOR PAYMENT	2 NOTARY 2
(Line 6 from prior Certificate) CURRENT PAYMENT DUE BALANCE TO FNISH, INCLUDING REFAINAGE 1.544,982.11	517,085.3	In accordance with the Contract Documents, based on evaluations of the application, the Construction Manager(s) certify to the Owner that to be information and belief the Work has progressed as indicated, the quality information and belief the Work has progressed as indicated.	All the second the second s
(Line 3 minus Line 6) BALANCE TO FINISH, EXCLUDING RETAINAGE (Column K from G703)	AN the	the Contract Documents, and the Contractor is entitled to payment of the AWOI AMOUNT CERTIFIED	01 the AWOUNI CENTIFIED 517,085.31
Check here for request to release retainage.	(AU) IQA	(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Combnuation Sheet that are changed to conform with the amount certified.)	plied. Initial all figures on this nform with the amount certified.)
	CO) By:	CONSTRUCTION MANAGER By. Rowald Rowald	Date: 10/0/21
SUMMARY OF CHANGES IN THE WORK ADDITIONS	DEDUCTIONS	CONSTRUCTION MANAGER	9
Total changes approved in previous months by Owner Total approved this month including Construction Change Directives	By:		Date:
TOTAL	[日] []	This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named <u>transis</u> <u>transmost and monotones</u> of normality are written traindice to any rights of the (Dunge of	payable only to the Contractor named meindice to any rights of the Owner or
NET CHANGES IN THE WORK	- her	em. Issuance, payment and acceptance of payment are without	

1211/11 MO

2
£
uth
ŝ
ris
Har
llas
Da

Pay Estimate #1 Date: 8-30-21 Contractor - Central Paving

Payments

Quantities

		Quantity				1							
	Dallas Harris South #2									- 11		- 1	- 1
-	Mobilization	-	5 1	-	\$ 91,171.87	2	0.60	0 60 S	- S	54,703.12	S	51.967.97	S 54.703.12
2	Demobilization	1	5	-		0		•	-	22	ы	•	
3	Bands		5 1	13.100.00	\$ 13.100.00	0		2	×	•	S	•	
4	(ກຣນເລກດດ	1	ŝ	100	1.00	0		·		*	S	*	
	General Site Work							-		- 1			
in	Clear & Grub	с. Б	S		\$ 22,770.00	D		-			5		S 22.770.00
9	Site Structural Fill	9257	d S	_	S 185,140.00	0	0	-		-1			
-	Project Dew atering	1	5	26,830.00		0	1.00	1.00.1 5		S 26 800 00	S	25,460,00	S 26,800.00
00	Tackifter	2	SV		\$ 1,452.00	0			•	5	S		S
6	Hydrosecting	~	2	2,850.00	s 5,700.00	0			•		S	-	
10	Excavation to Subgrade	1468	s	13.80	\$ 20,258.40	0	200.00	200.00 S		S 2.760 00	S	-	ri
11	Remove Existing Fence	100	ŝ			10	400.00	400.00 S		980.00	S	00.150	S 980.00
12	Traffic Control	-	1 5	7,590.00	\$ 7,590.00	0		•	ĸ	1	S	Ť	
	Ronds												
13	Rand & Sidewalk Subgrade Compact & Prep	13737	S S	1.25	S 17,171.25	5	950.00	950.00 S	9	I,18750	S	-	0.1
1	6" Minus Uncrushed Aggregate Subbase (Imported)	2256	6 5			0	753.00	753.00 5		\$ 22.514.70	S	21,388.97	S 22.514.70
15	34" Minus Cruthed Acerculate Bass Coarse	1514	c s	-		0					S	i.	S
16	2-1/2" SP-3. 1/2" mix. PG 58-28 Asnbalt Concrete	3932	5 5	-		Q		•		3	S	Ĩ.	s
17	3* SP-3. 1/2" mix. P-64-28 Asphalt Concrete	2575	5	-		0					s	10	S S
	5" SP-3, 1/2" mix, P-64-28 Asphalt Concrete (Two Lift Placement per	305	65	1000							c		
18		CLC	s	58.00		0		Ť	æ		~		
19	Type "P" Asphalt Repair	97	\$	_	\$ 2,977.90	0		1		6	2	č	
20	Sam Cut Existing Asphalt	550	\$	_	S 1.512.50	0		4 N	æ	a	5	ê	
21	Standard 6" Vertical Curb and Gotter and Base Course	3545	1	_	\$ 67,000,50	0		°.	26		S	;	s
22	6' Wide Concrete Sidewalk and Base Course	688	S.	37.90	\$ 26,075.20	0		•			S	3. 12	
23	15' Wide Concrete Sidewalk and Base Contrac	5003	45	-	\$ 201,120.60	0		69			5	<u>i</u>	s
24	Concrete Pedestrian Romps	14	л Ц	1,480.00		0		•			s	9	1
	Water												
25	Iturali new 1" water service and meter setting	1				Q		S	-		s		•
26	2" Water Service with L- 2 Inch Setting	m	E S	_	\$ 14,790.00	0		*	£		s	i	
52	2" Irrigation Service	-		1.00	5 3,980.00	0		- S	×.	*	S	1	S
138	6" Fire Service With Valve & Blowoff	m	E S	14,600.00	S 43,300.00	0		×		×	S	•	1
29	8" PVC Water Main	290	1 \$	71.50	S 20,735.00	0		+ S	,		s	ų.	s s
30	All 8" Wuter Main Fittings	1		9,450.00	\$ 9,450.00	0		~			S	X	•
31	8" x 2" Btowoff Assembly	1	E S		\$ 4,240.00	0		S	•		S		۰ د
32	New 6" Fire hydrant Assembly to new Main	-	F S	4,690.00	\$ 4,690.00	0		v	29		G	8	s
33	New 6" Fire Hydrant Assembly to Existing Main	2	FS	8.660.00	\$ 17.320.00	0			ŝ	•	\$	4	s
5	Connect to Existing 3" PVC Main at 2" blow-off	1 1	ξŝ		\$ 3,570.00	9		•			S		
35	Connect to Existing 5" PVC Main at New 8" Cross	1	15		\$ 3,570.00	0		- 5			S		s
36	Adjust Existing Water Valve to finished grade	1	t s	2,620.00	S 2.620.00	0		•	,	s s	S		e S
	Sewer					1		-		11	-		1
37	4" SDR35, PVC Sewer Service Pipe	43	U S	126.00	\$ 5,418.00	0	43.00	_		- 1	-	5.147.10	1
38	6" SDR35, FVC Sewer Service Pipe	215	E S		\$ 28,595.00	0	215.00	-	æ	<u>[]</u>		27,165.25	<u>"'</u>
39	Connect New 4" Service to Exist. 8" Main (Insert-A-Tee)	1	SI	2.050.00	\$ Z,050.00	0	1.00	-		- 44	64)	DS-7401	- 1
40	Countect New 6" Service to Exist. 8" Main (Cut in New Tec)	5	s		\$ 21,700.00	0	5.00	5.00 S	Ì	S 21.700.00		20,615.00	S 21.700 00
41	Adjust Sewer Manhole to Grade	4	E S	447.00	S 1.728.00	ġ			•		- 14	0.00	
42	Service Tap Permits	1	s I		\$ 670.00	0	1.00	1.00		S 670.00	L/S	636.50	S 670.00
	Storras Dralin												
43	12" PVC Storm Drain Ripe	299	4	65 20	C 10 51 70	02					~		
					01-#30-CI C	>		t		3	0		

Γ

45	Connect New Pipe to Existing 12" PVC	-	1	_	5747	00000717				,	1	•	2	,
46	Connect New Inlet to Existing 12" PVC		л щ	_	s	1.00			2	5	2		2	,
47	Type I Catch Basin	11	εS	1,670.00	\$ 18,370,00	0.00	_		2	s	s 1	90	s	
48	Dual Type I Catch Basin Assembly	3	ΕŚ	3,350.00	\$ 10,050.00	0.00			s.	S	\$		s	
49	Core Drill & Connect to Existing Manhole/Inlet	80	E \$	4,310.00		0.00				S	s		\$	
50	New 43" Std. Concrete Storm Drain Manhole	3	E S	4.190.00	. 11	0.00			S	S	۰ ،	0	S	29
51	Adjust Storm Drain Manhole to Grade	1	1 \$	3,570.00 \$	\$ 3,570.00	0.00			s.	S	1		\$	
	SWPPP		-											
52	Prepare and File SWPPP, ENOI, ACHD ESC Plan	1	: 5	1.530.00 \$		1,530.00	0071	-		1 I	L.530.00 S	l.453,50	- 1	1.530,00
53	Install all BMPs Prior to Construction	1	I S	24,600.00	2	0.00	1.00	-	s.	24	-	23,370.00	24	00 00
7,	Continuously Juspect and Maintain BMP's	I	1 5	2,300.00		2,300.00	0.25	0 25 5	s S	S 57	575.00 S	546 25	S 57:	575.00
55	Final Site Inspection and File ENOT	1	I S	191.00 \$		191.00			s S	643	s -	æ	5	
	Irrigation		_			_	_							
56	Complete Fine Irrigation Design, Materials and Installation	1	L \$	21,000.00		0.00			- 5	S	s	0	S	.,
57	2-Wire Control System and Rainbird Controller	1	1 \$			0.00			- S	s	-	3	S	
58	Irrigation Sleeving	1	I S	19,300.00	\$ 19,300.00	0.00				3	8	24	S	
	Landscaping		-											
59	Amended Topsoil	125	(Ś	28.50	\$ 3,56	3,562.50	-	3	-	S	s	0	S	
60	Lawn	3100	S S	0.56	S 1,73	1,736.00			Ŧ	S	сл 1	×	s	•
61	Trees	59	I S	770.00 \$		0.00		•	S •	S	s •	•	s	
62	Flowering plants in Planter Pots	1	1 5	17,200.00 5		0.00		ž	, s	s	-	c		
63	Trush Receptical	22	ES	Z.050.00 S		0.00	11.00		S	S 22,550.00	6.00 S	21,422.50	\$ 22,550.00	00.05
64	Beaches	26	ΓŞ	3,260.00 S		0.00	13.00		S	S 42.38	0.00 S	40,261.00	- 1	30.00
65	Planter Pots	52	1 S	2.180.00 \$	\$ 113,360.00	0.00	26.00	26.00	ہ د		56.680.00 S	53.846.00	\$ 56.680.00	30.00
66	Tree Grates	50	I S	6.440.00 S	\$ 322,000.00	0.00	9.00	00 6		S 57.96	0.00 S	55.062.00	S 57.960.00	800
	Street Signs and Lighting													T
67	Street Signs	-	L S	1.00		1.00		1	s	S		•	S	,
68	Type II Barricnde	1	N N	391.00 \$		391.00		n.	s	S	s	•	S	
69	Removal of Existing Type II & 111 Barriendes	1	s 1	558.00 5		558.00			s	S	s	8	s	
20	Street Lights - 25 ft Pole with Class A Fixture	2	E S	6,100.00 S		0.00			s	S	•	*	n	1
71	Street Lights - 30 ft Pole with Class B Fixture	2	ጥ ₩	7,410.00 \$		0.00	773		S	S	5		0	
72	Street Light Electrical Conduit & Wire	-1	I S	37,100.00	"	0.00		3		N	s	*	S	2
73	Powder Coaf Sirect Signs & Poles	1	5	4,320.00 \$		4.320.00			s	S	s		s	
74	Pavement Striping and Symbols	ſ	-I S	4,270.00 S	4	4,270.00		3	s.	S	сл ,	4	s	
75	Obliterate Existing Pavement Stripe	60	S I	14.00 \$		840.00		•	s	S	s		S	
	Change Order #1 - Tree Removal		0											
76	Tree and Stump Removal	н	-		2	2,000.00	1.00		S	S 2.00	2.000 00 S	1_900_00	s S	2,000.00
Ц	Contructor Administrative Expense	-1	ی د	100.00	\$ 10	100.001	1.00	1.00	s		100.00 \$	95.00	s	100.00
	Change Order #2 - Temporary Fence Around Pood Trucks						-	-			-			
78	Construction Feate Installation	380	ъ S		\$ 81	817.00	380.00	-	•	S 8]	_	776.15	S	817 00
79	Contractor Administrative Expense	г	د ک	40.00	Ş	40.00	1.00	1.00	2		40,00 S	38,00	S	40.00
			-			-				ı	1			1
			1		5			1		2	T	•	n .	
					s				5	S	1	4	50	
			-		s	-			S	ŝ	s ,	ā	N	
					Project Total	otal			Previous Payment	Payment This Est (w/o		Payment This Estimate (w/	Total Payment (no Retention)	(ment
								F	(Retention)	on)	Retention)		
								-	retention)					

Ba. Valley Development Inc 877 W Main St Ste 501 Boise, ID 83702	7000
Boise, ID 83702	Date 10-13.2021
500 T	
ORDER OF <u>Central Paving Co. Inc</u>	\$ 517,085.31
Five hundred Thousand eighty five 31/1	DOLLARS
Columbia Bank Columbia State Bank	34-827/1251
FOR Dallas Harris No2 App 1 CID	ng (ad an anal na magani ay na katang talang sa ana da mga ng
II" 7000II"	

DISTRIBUTION TO: OWNER CONSTRUCTION MANAGER	CONTRACTOR		actor's knowledge, information and belief the ed in accordance with the Contract r Work for which previous Certificates of d that outrent payment shown herein is now	<u>,</u>	D-10-2/21	nam.	CANENSEN-BUGH	DI IBL & O	So the Wife and the main comprising this and the best of Weits moviating. A string of the Weat is in accordance with the AutoDAT CERTIFIED.	439,215,21	upplied. Initial all figures on this conform with the amount certified)	Date: 16/8/21		Date:	s payable only to the Contractor named	at prejudice to any rights of the Owner or
r as Adviser Edition APPLICATION NO: 2 000 APPLICATION DATE: 2 PERIOD TO: 0/30/04	CONTRACT DATE:	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 bown herein is now	NIRACTOR: Central Paving Co. Inc.		e of: L'a Q A	y upper of and swom to before me Let by day of October, a y Public POL Nerview University and	CERTIFICATE FOR PAYMENT	In accordance with the Contract Documents, based on while action of the Wish and the mark comp application, the Construction Manager(s) certify to the Numer fund of the Wish waveledge, information and belief the Work has progressed as indiced of the Numer of the Numer is in accord the Contract Documents, and the Contractor is entitled to parameter of the AlexDAT CERTIFIED	AMOUNT CERTIFIED	(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. WHY DO RUNG	CONSTRUCTION MANAGER		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.
Construction Manager				2.059.110.42 ^{due} . 2,957.00 ^C CONIRACTOR:	2,062,067,42 1,006,632,12	Sta	Subsc Subsc 50,331,61 Notar 956,300,51 My C	517,085.30 CE	439,215.2] An approximate approximate the theorem (1997) approximate the second	AN	(At Api	CO By	DEDUCTIONS	Д	, iff	Cor
Payment,	VIA CONSTRUCTION MANAGER(S):		NT on with the Contract AIA		(unn I on G703)	·= 50.331.61)=		1,105,766.91- 1 055.435 30				ADDITIONS		TAL -	
Application and Certification for BARBER VALLEY DEVELOPMENT	FROM CONTRACTOR: CENTRAL PAVING CO., INC MANAGER(S):	Contact: Terry McEntee CONTRACT FOR: Dallas Harris No. 2	0.6 6		 CONTRACT SUM TO DATE (Line 1 +- 2) TOTAL COMPLETED AND STORED TO DATE (Column I on G703) DETADLACE. 	a 5% % of Completed Work 1.006.632.12	lerial + 5b, or Total in Column L on bertanvage	(Lines 4 minus Line 5 Total) 7 LESS PREVIOUS CERTIFICATES FOR PAYMENT		10. BALANCE 10 FINISH, EXCLUDING KETAINAGE (Column K from G703)	Check here for request to release retainage.		SUMMARY OF CHANGES IN THE WORK	Total changes approved in previous months by Owner Total approved this month including Construction Change Directives	TOTA	NET CHANGES IN THE WORK



#2
South
Harris
Dallas

Pay Estimate #2 Date: 10-04-21 Contractor - Central Paving

Client Bid #	Description	Bid Quantity	Units	Unit Price	Total	Previous	Current	Total	Previous	Current	Current w/Retention	Total
	Dallas Harris South #2											
_	Mobilization	1	E S	91,171.87 \$	91,171.87	09.0	0.40	1.00	\$ 54,703 12	\$ 36.468.75	S 34.645.31	\$ 91.171.87
7	Demobilization	1	1 5	-		•		•		8		11.
~ ·	Bonds	1	-	_	13,100,00	•	1.00	1 00	S	\$ 13,100.00 \$	5 12,445,00	_
4	Insurance	1	s T	1.00 \$	1,00	ţ.			69	•	64	64
v	Clear & Grub		1									
9	Site Structural Fill	0.57	A 1	_		5.50		3 30	\$ 22,770.00			
-	Project Dewatering	1076	Λ U		1	00 1771	00'110'7	00 / 07.6	- LI	40,220 00	38,209 00	-1
	Tackiffer	- ,	A 1	-		1.00		1_00	\$ 26,800.00	3	S	\$ 26,800.00
	Hydrawdian	1 1	2	+				×	s	8		69
10	Excavation to Subgrade	7460	5	2,850.00 5					1			
	Remove Evicting Ronce	1408	n •	_	20	200.00	1,100.00	1,300.00	ri	15,180,00	14,421 00	\$ 17,940.00
	Truthe Control	400	5	-+		400.00		400.00	\$ 980,00			S 980.00
14	LIMIN CONTO	-	-	7,590.00 \$	7,590.00	•	0.25	0.25	*	\$ 1.897.50 \$	1,802 63	\$ 1.897.50
13	Road & Sidewalt Subarada Compact & Prov		1	-					- di			
24	6" Minus Therriched Aggregate Subbara (Tanggada)	10/01		\$ 97-T		950.00	12,787.00	13,737 00	- 1	\$ 15,98375 \$		S 17.171.25
15	2.111 Minus Curubod Accounts Days Cartes Junuase (Imputed)	9577	2			753.00	1,403.00	2,156,00	\$ 22.514.70	\$ 41.949.70		S 64 464 40
2		1514	S	_		4	1,257.00	1,257 00	• •	\$ 68.757.90 \$	65,320,01	\$ 68.757.90
01		3932	s	-		ų.			s.	S .		
17	3 DF-3, 1/2 Rux, P-0-28 Asphalt Concrete	2575	ŝ	12.60 \$	32,445.00	1.5		06	s		•	s
18	[5] SP-3, 1/2" mtx, P-64-28 Asphalt Concrete (Two Lift Placement per ACHD)	395	v • 10	* UU 85	00.010.00				6			
19	Type "P" Asphalt Repair	97		+				e		e.		A
20	Saw Cut Existing Asphalt	550	• v	275 4	1 517 50			e		,		
21	Standard 6" Vertical Curb and Gutter and Base Course	3545		-		1		6		r i		
22	6' Wide Concrete Sidewalk and Base Course	688						•		×		
23	15' Wide Concrete Sidewalk and Base Course	5003		\$ 00.0V	ſ	•		*		3	2	64
24	Concrete Pedestrian Ramps	14			1	Į.		×		,		69
	Water	-	-			•		2	A	-		64
25	Install new 1" water service and meter setting	-	U.	2 450 00 6	2 450 00		1 00	00.		00 000 0		
26	2" Water Service with 1-2 Inch Setting		2	-	ľ	ŝ	00.0	100		2,450,00		11
27	2" Irrieation Service		γ υ		74730 00	•	00.0	00.5		14.790.00		
28	6" Fire Service With Valve & Blowoff		2	-	00.000.00	•	1.00	-		3,980,00		- 11
29	8" PVC Water Main	000		T4,500.00	43,800.00		3.00	-		43,800.00		11
30	All 8" Water Main Fittines	1	2	+ 0011	20,755.00		00.042	_		20,735,00		1
31	8" x 2" Blowoff Assembly				9,450.00		00.1	_		9,450,00		
32	New 6" Fire hydrant Assembly to new Main			4,440.00 5	4,240.00		90-T	-		4 240 00		
33	New 6" Fire Hydrant Assembly to Existing Main		n 10	4 00000	4,050.00	•	1.00	_		4,690.00		
34	Connect to Existing 8" PVC Main at 2" hlow-off	4 -			1/,320,00		00.2	_	59	17,320 00		
35	Connect to Existing 8" PVC Main at New 8" Croce			+	3,570.00		1.00	_	64	3.570.00		
36	Adduct Ryisting Water Valve to Iniched arride			-	00.0/2,5		1.00	1 00	69	3.570.00	3,391,50	\$ 3.570.00
2	Same and Same	-	^	< 00.024/2	2,620,00			•	•	00 1	a.	69
37	4" SDR35. PVC Sewer Service Pine		•	-	1			_				
38	6" SDR35, PVC Server Service Dire	5 C		126.00 5	5,418.00	43,00		_		æ	4	
00	Common Name 11: Commission to Burline Of March - Of	C17		-	28,595,00	215.00		215.00	\$ 28,595 00	e N N		\$ 28,595.00
50	CONTRECTIVEW 4 SERVICE to EXIST 8" MAIN (Insert-A-Lec)	-	ŝ	2,050,00 \$	2,050.00	1 00		1.00	\$ 2.050.00	\$ * \$		\$ 2,050.00
40	Connect New 6" Service to Exist. 8" Main (Cut in New Tee)	S	s	4,340.00 \$	21.700.00	5.00		5.00	\$ 21,700.00	۰ ب		6
41	Adjust Sewer Manhole to Grade	4	S H	447.00 S	1,788.00		2.00	2 00	69	\$ 894.00 \$	849.30	Ľ –
42	Service Tap Permits	1	s	670.00 \$	670.00	1.00	1	-	\$ 670.00	a		
	Storm Drain											
43	12" PVC Storm Drain Pipc	299	S	65.30 \$	19,524.70		274.00	274.00	9	\$ 17.892.20 S	16.997.59	\$ 17,892.20
44	15" PVC Storm Drain Pipe	61	s	86.40 \$	5,270.40	•		-		17 7 2		L
	Compare Many Rive to Contract 1 510 MIC											

6	Connect New Inlet to Existing 12" PVC	1	I S	1.00	1.00				69	8		64	0	64
47	Type I Catch Basin	11	S H	1,670.00	\$ 18,370.00	-	-		64		े! 69	69	2	69
48	Dual Type I Catch Basin Assembly	3	E S	3,350,00	\$ 10,050,00	- 0	-		69	2	69	69	9	69
49	Care Drill & Connect to Existing Manhole/Inlet	8	R S	4,310,00	\$ 34,480.00	0	6.00		6.00 \$	39	\$ 25.860.00	-	24.567.00	\$ 25 860.00
50	New 48" Std. Concrete Storm Drain Manhole	'n	E S	4,190.00	\$ 12,570.00		1.00		1 00 \$	11		+	3 980 50	
51	Adjust Storm Drain Manhole to Grade	-	\$	3,570.00					-	3	Ι.	+		1
	SWPPP								-					9
52	Prepare and File SWPPP, ENOI, ACHD ESC Plan	1	101	1,530.00	\$ 1,530.00	0 1_00	0		\$ 001	1 530 00	5	64		\$ 1530.00
ß	Install all BMPs Prior to Construction	1	1 \$	24,600.00	\$ 24,600.00		0		69	24,600 00	s	-		1
54	Continuously Inspect and Maintain BMP's	1	5	2,300,00			5 0.25		64	575 00	S 575.00	-	546.25	
55	Final Site Inspection and File ENOT	1	1 \$	191.00						1	Ľ	-		
	Irrigation													ł
56	Complete Fine Irrigation Design, Materials and Installation	1	1 \$	21,000.00 \$	21,000.00				s		69	69	1	64
57	2-Wire Control System and Rainbird Controller	1	E S	11,200.00		0			6			9 64		9 64
58	Irrigation Sleeving	-	S II	19,300.00		0			1				0	9 6
	Landscaping								t			9		9
59	Amended Topsoil	125	d S	28.50 \$	\$ 3,562.50				64		5	64	1	64
60	Luwn	3100	S S						6			64	n ja	- -
61	Trees	59	\$	770.00 \$	4				t	i la		a 64		
62	Flowering plants in Planter Pots	1	s I							e				
63	Trash Receptical	22	SI	2.050.00	\$ 45,100.00	0 11.00		11	1	22 550 00		64		\$ 22 550.00
64	Benches	26	-0	3,260.00 \$	1			13	64	+			9	1
65	Planter Pots	52	S	-	["			26	6	+			ĕ	11.77
99	Tree Grates	50	S	6,440.00 \$				0	6	57 960 00				11
	Street Signs and Lighting									00000-		,		
67	Street Signs	1	s =	1.00 \$	1.00	0			64		64	64	2	G
68	Type II Barricade	1	S I	_	8				T	3		64		
69	Removal of Existing Type II & III Barricades	-	SI	-					t	ia.		a 64		9 6
70	Street Lights - 25 It Pole with Class A Fixture	2	S H	6,100.00 5	12				64			64		
11	Street Lights - 30 ft Pole with Class B Fixture	2	\$ H	7,410.00 \$					5	F		64		4
72	Street Light Electrical Conduit & Wire	1	5 1	37,100.00 \$	37,100.00		0.50		0.50 S		S 18 550 00	-	17.622.50	\$ 18 550 00
73	Puwder Coat Street Signs & Poles	1	5 1	4,320.00 \$					-			-		
74	Pavement Striping and Symbols	1	I S	4,270.00 \$					69		64	S	1	
75	Obliterate Existing Pavement Stripe	60	S	14.00 \$					69		64	64		
	Change Order #1 - Tree Removal											,		9
76	Tree and Stump Removal	1	LS \$	2,000,00 \$	2,000.00	00 1 00			1 00 \$	2.000.00	5	ы		S 2 000 00
Ħ	Contractor Administrative Expense	-	ی د	100,00 \$	100.00	00 1 00		1		-		69		1
ŝ	Change Order #2 - Temporary Fence Around Food Trucks		-											
8	Construction Fence Installation	380	-	-	Ĩ	38	0	380.00	00 S	-	•	s		\$ 817.0
67	Contractor Administrative Expense	-	s S	40.00 \$	40.00	00 1 00	0	-	1 00 S	40.00	s .	69	•	\$ 40.00
	Change Urder #5 - Pipe For Future School													
8	2" Water Service	ы	-			0	1.00		1.00 \$	8	\$ 4,930.00	\$ 0	4.683.50	\$ 4,930.00
81	6" Fire Service With Valve and Blowoff	1	EA S	14,600.00 \$	14,600.00	0	1.00		1.00 \$	-	17	-	-	17
82	6" SDR35, PVC Sewer Service Pipe	46	-	133.00 \$	6,118.00	0	46.00		46.00 S		L 1	-	+	
83	Connect New 6" Service to Existing 8" Main	1	EA S	4,340.00 \$		0	1.00			t	11	S O	-	
			-	ŝ					\$		69	69		1.1
					Project Total				Pré	Previous	Payment This Fet (ud)o		Payment This	Total Payment
					•				(no re	(no retention)	Retention)	Data		(no Retention)
										·		INCICI	11011	

BARBER VALLEY DEVELOPMENT 877 W MAIN ST STE 501 BOISE, ID 83702-6018	INC		COLUMBIA BANK 877.272.3678 columbiabank.com	8025 34-827/1251 CCHECK AMMOR
DOISE, 1D 63/02-0016				11/12/2021
				· · · · · ·
PAY TO THE Central Paving Co., Inc.				**439,215.21
Four Hundred Thirty-Nine Thousand Two Hun	dred Fifteen and 21	/100****************	*****	****
Central Paving Co., Inc.				DOLLARS
PO Box 15010			5 8	
Boise, Idaho 83715			1	
	3	6	71 K	a d'i g
MEMO Dallas Harris So Sub No 2 Pay App #2		. 		<u>íó</u>
Dailas Harris 60 600 No 2 Fay App #2	5 0		AUTHORIZED SIG	NATURE MP
#008025# *			1	
	4	V	5	0005
BARBER VALLEY DEVELOPMENT INC Central Paving Co., Inc.			11/12/2021	8025
Date Type Reference	Original Amt.	Balance Due	Discount	Payment
11/1/2021 Bill	439,215.21	439,215.21	Discount	439,215.21
	145	·	Check Amount	439,215.21
				2
				a ¹⁴
· · · · ·				
	2			
	2			* <u>3</u> 1 3
				1
Columbia/ICB- CHEC Dallas Harris So Sub N	le O Deu Ann 40			
Columbia/ICB- CHEC Dallas Harris So Sub N	NO Z Pay App #2	8 - [*] 4		439,215.21
		a a		
BARBER VALLEY DEVELOPMENT INC				8025
Central Paving Co., Inc.			11/12/2021	
Date Type Reference 11/1/2021 Bill	Original Amt.	Balance Due	Discount	Payment
	439,215.21	439,215.21	Check Amount	439,215.21 439,215.21
				₩JU,ZIU,ZI
0				
1 A				8 T V 1
	a	\leq_{2}		
		0	51	

Columbia/ICB- CHEC Dallas Harris So Sub No 2 Pay App #2

DISTRIBUTION TO: OWNER CONSTRUCTION MANAGER	ARCHITECT	CONFRACTOR		tor's knowledge, information and belief the in accordance with the Contract Work for which previous Certificates of that current payment shown herein is now			COF IV		R PUBLIC	ANDTARL Z	of the Work and the data component of the Work and the data components of the Work is in accordance with the MoUNT CERTIFIED.	293,957.46	plied Initial all figures on this inform with the amount certified.)	Date: 11/4/21			Date:	payable only to the Contractor named	in white our to chight the of collection of the product of the pro
S	PERIOD TO: 10/31/21	CONTRACT DATE:	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 cuttent payment shown herein is now	due. CONTRACTOR - Central Pavine Co. Inc.	in the second	Brown of Idaho Suitebe Idaho		ttis Yth day of November Notary Public: Reberce Strikland My Commission expires: 3.13-2023	ERTIFICATE FOR PAYMENT	In accordance with the Contract Documents, based on evaluations of the Work and the data comprising that where application, the Construction Manager(s) certify to the Owner that to the best of their knowledge. ALS where the Contraction 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.	MOUNT CERTIFIED	(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	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 inguir of the Owner of
CODSTITUCTION MANAGER					2,059,110.42 di 32,945,00 AC				- 65,803,05 M 1,250,257.97 M	956,300.51	293,957,46	ī	7) 4	0 #	DEDUCTIONS		Щ		
tor Payment, cons		VIA CONSTRUCTION MANAGER(S):		ith the Contract. AL		. I on G703)	65.803.05		3)		755,994.40	737,194.68			ADDITIONS				
Application and Certification for Me BARBER VALLEY DEVELOPMENT		FROM CONTRACTOR: CENTRAL PAVING CO., INC MANAGER(S):	Contact: Terry McEntee CONTRACT FOR: Dallas Harris No. 2		1. ORIGINAL CONTRACT SUM		5. RETAINAGE: a. <u>5%</u> % of Completed Work 	(Column F + G on G703 1.010,001.04 -)= , b 5% % of Stored Material	1944	7 TESS PREVIOUS CERTIFICATES FOR PAYMENT		10 BALANCE TO FINISH, EXCLUDING RETAINAGE (Colinum K from 6703)	Check here for request to release retainage.		SUMMARY OF CHANGES IN THE WORK	Total changes approved in previous months by Owner	Total approved this month including Construction Change Directives	TOTAL	NET CHANGES IN THE WORK

HIT IN

ŧ
South
rris S
s Ha
Dalla
-

Pay Estimate #3 Date: 11-02-21 Contractor - Central Paving

Client Bid #	Description	Brd Quantity	Units	Unit Price	Total	Previous	Current	Total	Previous	Current		Current w/Retention	Total
	Dallas Harris South #2												
1	Mobilization	-	LS S	91,171.87		1 00		1.00	\$ 91,171,87	87 S	- 2	1	\$ 91,171,87
7 7	Uemoburgtion			14,600.00		1				-	69	1	63
~	Ponds	-	LIS S	13,100.00	13,10	1 00		1_00	\$ 13,100.00	-	69	đ	S 13,100.00
4		-	LS 5	1.00 \$	1.00	N.		h	8	64	69	ά.	۰ هو
	Cher & Cent		1	00 000 0		000				-			
0	Chair to Oran	3.5	4 20	5		3.30		3.30		-	ю 1		. 1
0 1		1576	5		185,140.00	9.257.00		9,257,00	-	-	69		3
- 0	roject Dewatering	-		26,800.00		1_00		1 00	\$ 26,800.00	00 S	-		\$ 26,800.00
~ ~	LackNicr	~	AC 5					1	69	69	69	ð	69
4	Hydrosecung	7		2,850.00		4				\$	•	đ	\$
10	Excavation to Subgrade	1468	CY S	13.80	8	1,300.00	168.00		17	64	2.318.40 S	2,202,48	\$ 20.258 40
П	Remove Existing Fence	400	LF S			400.00		400.00	S 980.00	69	69	a	\$ 980,00
12	I rattic Control	-	LS S	7,590.00 \$	7,590.00	0.25	0.25	0.50	\$ 1.897.50	69	1.897.50 S	1,802.63	\$ 3,795.00
:	Roads				1						_		
13	Koad & Sidewalk Subgrade Compact & Prep	13737			1	13,737,00	1	13,737,00		\$	69		
14	0 "Winus Uncrushed Aggregate Subbase (Imported)	2256		29.90		2 156 00	100.00	2,256.00		\$	2,990.00 S	2,840,50	\$ 67.454.40
15	5/4" Minus Crushed Aggregate Base Coarse	1514		54.70	H	1.257.00	257,00	1,514.00	\$ 68,757.90	6A)	14.057.90 S	13,355 01	\$ 82,815,80
16	2-1/2" SP-3, 1/2" mix, PG 58-28 Asphalt Concrete	3932		10.70	42,072.40	ě		n	es.	\$9	69		s.
17	3" SP-3, 1/2" mix, P-6+28 Asphalt Concrete	2575	SV S	12.60 \$				÷	s.	\$	S	2	
18	5" SP-3, 1/2" mix, P-64-28 Asphalt Concrete (Two Lift Placement per ACHD)	395	SY 5	58.00	00 010 22	2	395.00	305.00	6	5 CC 3	3 00 010 66	03 432 10	2101000
19	Type "P" Asphalt Repair	16	SV S	30.70				20-010				00 101 11	
20	Saw Cut Existing Asphalt	550	•			•	550.00	550.00		L	1 512 50 \$	1 436 88	
21	Standard 6" Vertical Curb and Gutter and Base Course	3545			ľ		3.545.00	3.545.00	64	ľ	67 000 50 S	63 650 48	
22	6' Wide Concrete Sidewalk and Base Course	688		37,90		•	688,00	688 00	69		+	74 771 44	
23	15' Wide Concrete Sidewalk and Base Course	5003		40.20 \$	1	•	1.500.00	1.500.00	69	S 60.	-	57 785 00	
24	Concrete Pedestrian Ramps	14	EA S	1,480.00 \$	1	1.81	2.00	2.00	64		+	2,812,00	
	Water									1	+		L
25	Install new 1" water service and meter setting	-	EA 5	2,450.00 \$	2,450.00	1 00		1 00	\$ 2,450.00	\$ 00	64		S 2.450.00
26	2" Water Service with 1-2 Inch Setting	s		4,930,00 \$		3.00		3 00	[-	69		S 14 790.00
27	2" Irrigation Service	1	EA S	-		1,00		+		-	69		
28	6" Fire Service With Vahe & Blowoff	3	EA 5	14,600.00 \$	43,800.00	3,00		3.00	\$ 43,800.00		69		4
29	8" PVC Water Main	290	LF 5	71.50 \$		290.00		290.00	0	_	6		
30	All 8" Water Main Fittings	1	LS S	9,450.00 \$	9,450.00	1 00		1.00		00 S	t	a	
31	8" x 2" Blowoff Assembly	1	EA \$	4,240.00 \$		1.00		-		-	59		\$ 4.240.00
32	New 6" Fire bydrant Assembly to new Main	1	EA \$	4,690.00 \$	4,690.00	1 00		-	S 4,690.00	00 S	5	z	
33	New 6" Fire Hydrant Assembly to Existing Main	2		8,660.00 \$	-	2.00		2 00	[00 S	5		
34	Connect to Existing 8" PVC Main at 2" blow-off	-1	EA 5	3,570.00 \$	3,570.00	1 00		1.00	\$ 3,570,00	00 S	G		
35	Connect to Existing 8" PVC Main at New 8" Cross	1		3,570.00 \$	3,570.00	1 00		1.00		-	64		
36	Adjust Existing Water Valve to finished grade	-	LS S	-		•		8	Ľ	-	643		
	Scwer												
37	4" SDR35, PVC Sewer Service Pipe	43	LF 5	126.00 \$	5,418.00	43.00		43.00	\$ 5.418.00	00 S	69		\$ 5418.00
38	6" SDR35, PVC Sewer Service Pipe	215	LF S	_	1	215.00		215.00			64		ſ
39	Connect New 4" Service to Exist. 8" Main (Insert-A-Tee)	-	EA S	2,050.00 \$	Ľ	1 00			\$ 2.050.00		ə 64		
40	Connect New 6" Service to Exist. 8" Main (Cut in New Tee)	S				5 00			1.		t		ſ
41	Adjust Sever Manhole to Grade	4	EA S	-	Н	2.00				-			
42	Service Tap Permits	-		670.00 \$		1 00				-	t		
	Storm Drain			-						-	t		
43	12" PVC Storm Drain Pipe	299	LF S	65.30 \$	19.524.70	274.00	25.00	299.00	S 17 892 20	65	632.50 \$	1 550 88	\$ 1057470
44	15" PVC Storm Drain Pipe	19	LF S	86.40 \$			61.00	61.00		64	+	5 006 88	l.
45	Connect New Pipe to Existing 12" PVC	-		2,230.00 \$		1.00		1.00	\$ 2.230.00	64	-	-	
46	Connect New Inlet to Existing 12" PVC	1	EA S	-		9	1 00		Ľ	-	1 00	0.05	
							DO-T		9		-		

48	Dual type I Catch Basin Assembly	3	EA S	\$ 3,350.00	\$ 10,050.00	8	3.00	3 00	s	S 10.05	10.050.00 \$	05 7 47 SA	-	10.050.00
49	Core Drill & Connect to Existing Manhole/Inlet	80		\$ 4,310.00	\$ 34,480.00	6.00	1	8 00	S 25 860.00	v	+-	00 081 8	1	1000
50	New 48" Std. Concrete Storm Drain Manhole	9	EA	<u> </u>	\$ 12.570.00	1 00		300			-	0,109,00	1	04,480.00
51	Adjust Storm Drain Manhole to Grade	-		3 570.00		201		2010		2	+	00.1061		12,570.00
	SWPPP			00.0100		¢		*	•	~			s	1
52	Prepare and File SWPPP, ENOI, ACHD ESC Plan	-		\$ 1 530 CO	1 530.00	1 00		00			+			
53	Install all BMPs Prior to Construction	-	LS S	24,600,00	ſ	100		DO 1	6 00.000 rc 3	0 0	+	1		1,530.00
54	Continuously Inspect and Maintain BMP's	-	TS S	2.300.00		0.50	0.75	015		9 6		10.11	Т	24,600.00
55	Final Site Inspection and File ENOT	-	_	191.00	t	01-0		C/ D		A 6	A 00 0/ 0	546.25	5.9	1,725.00
	frrigation	•	-		AD 177	e I		e		~	A ,	'	64	
56	Complete Fine Irrigution Design, Materials and Installation	-	LS S	\$ 21.000.00	5 21.000.00		0.50	050		1	10 500 00	00.000		002.0
57	2-Wire Control System and Rainbird Controller	-		11.200.00	. v	e' i	020	000		1	-+-	00.016.6	- A	10,500,00
58	Irrigation Skewing	-		19 300 00		e j	001	000		ľ	-	5,320.00		5,600 00
	Landscaping		_	00 000 000	2	•	TTM	1 00		\$ 19,300.00	00.00 S	18,335.00	s	19,300,00
59	Amcaded Topsoil	125	CY 5	05 8C	C 2 567 50						+			
60	Lawn	3100		0.56		0		6		0.0	1	4	20	
61	Trees	59		770.00	5 45 430 00				9.6	A 6	A (÷9	1
62	Flowering plunts in Planter Pots	-		17 200.00					9.6	9 6	1	•	A	2
63	Trash Receptical	22	EAS	2.050.00	45 100 00	11 00		11 000		_	t			
64	Benches	26	EA S	3.260.00		00 51		-	Ł	0	T	•		22,550,00
65	Planter Pots	52	EA S	2 180 00	1	00.25		00.20	L	_	A 6			42,580,00
66	Tree Grates	95	EA S	6.440.00	~	000		000	1	1 6	A 6	•		56,680.00
	Street Signs and Lighting					22.2		200		+-	•	'	A	00 096'/ 5
67		-	LS SI	1.00 5	\$ 1.00					ų	G	I	e	
68	Type II Barricade	-	EA S	39	1 E			•		9 64	9 6	-	AG	
69	Removal of Existing Type II & III Barricades	-	LS SI	5 558.00	\$ 558.00		1.00	1 00	64		558.00 6	\$20.10	9 6	220.00
70	Street Lights + 25 ft Pole with Class A Fixture	6	EA S	B	S 12,200.00			-			-	01.000	A 4	800
71	Street Lights - 30 ft Pole with Class B Fixture	~	EA S		\$ 14,820.00		No.				9 64		9 6	ľ
72	Street Light Electrical Conduit & Wire	-	LS S	1	\$ 37.100.00	0.50	0.50	001	12 551		+-	12 00 60	T	1001
73	Powder Coat Street Signs & Poles	-	LS \$		\$ 4.320.00		0.770	-		96	-			27,100.00
74	Pavement Striping and Symbols	1	LS \$	4,270.00	\$ 4.270.00						1	t	A 4	
75	Obliterate Existing Pavement Stripe	09	+	14.00		9		1		2	10	1	2	× -
	Change Order #1 - Tree Removal									2	9	,	9	*
76	Tree and Stump Removal	1	5 51	2,000.00	\$ 2,000.00	1.00		00 1	2 000 00			1	5	000000
11	Contractor Administrative Expense	F	\$	100.00		1 00		_		-	1	1		100.001
	Change Order #2 - Temporary Fence Around Food Trucks							- A-		-	9			1001
78	Construction Fence Installution	380	ъ S	2.15	\$ 817.00	380.00		380.00	\$ 817.00	s	v	Ť		00 410
79	Contractor Administrative Expense	1	<u></u> इ	40.00		1.00				+				00/01
	Change Order #3 - Pipe For Future School							-			,	T		1714
80	2" Water Service	1	EA \$	4,930.00	\$ 4,930.00	1.00		1.00	\$ 4930.00	64				A 020 AA
81	6" Fire Service With Valve and Blowoff	1	EA \$	14,600.00	\$ 14,600.00	1.00		-	Γ	+		T	9 5	14 600 00
82	6" SDR35, PVC Sewer Service Pipe	46	LF \$	133.00		46.00		4		-				6 110 00
83	Connect New 6" Service to Existing 8" Main	1	EA \$	4,340.00	\$ 4,340.00	1.00		4		+		t		A 240.00
			-			0		_		-	2			+
					Project Total				Previous	Payment This	1000	Payment This	Total Payment	aymen
												M STREET	(no Ret	(no Retention)
									(no retention)	Retention)		Retention		Contraction of the local distribution of the

BARBER VALLEY DEVELOPMENT 877 W MAIN ST STE 501 BOISE, ID 83702-6018	TINC		COLUMBIA BANK 877.272.3678 columbiabank.com	12/13/20	8043 34-827/1251 1181 CHECK AMMER 221
PAY TO THE Central Paving Co., Inc. ORDER OF Two Hundred Ninety-Three Thousand Nine H	lundred Fifty-Seven ar	nd 46/100*******		\$ **293,957	7.46 DOLLARS
Central Paving Co., Inc. PO Box 15010 Boise, Idaho 83715		× 4		28	
MEMO Dallas Harris #2 Pay App #3 CID ⊮ □ □ 믑 □ ⊾ ∃ ⊮		*****************	Authorized Si	GNATURE	10 10 10
BARBER VALLEY DEVELOPMENT INC Central Paving Co., Inc.			12/13/2021		8043
Date Type Reference 12/6/2021 Bill	Original Amt. 293,957.46	Balance Due 293,957.46	Discount Check Amount	Payn 293,957 293,957	7.46
		× ۱۰ ۱۹۹۹ ۲ ^۹ ۲			Ŕ

Columbia/ICB- CHEC Dallas Harris #2 Pay App #3 CID

BARBER VALLEY DEVELOPMENT INC

Central Paving Co., Inc.			12/13/2021	
Date Type Reference 12/6/2021 Bill	Original Amt. 293,957.46	Balance Due 293,957.46	Discount Check Amount	Payment 293,957.46 293,957.46

293,957.46

8043

					0			DW Charles	11/ 2/ 1/ WA
DISTRBUTION TO: OWNER CONSTRUCTION MANAGER	CONTRACTOR	ctor's knowledge, information and belief the d in accordance with the Contract Work for which previous Certificates of I that current payment shown herein is now	Date: [2 · 2 · 2021	A NOTARY OF AN	to the Kork and White Bar is to the best of the Wark and the to the best of the wark of a solution with to the AMOLINT CLANTIED.	pplied Initial all figures on this onform with the amount certified) Date: $R \left[\frac{3}{3} \right] 2$	Date	payable only to the Contractor named t prejudice to any rights of the Owner or	KIN 13
r as Adviser Edition APPLICATION NO: 4 000 APPLICATION DATE: 4 000 PERIOD TO: 11/30/21	CONTRACT DATE: COMMITMENT NO:	ontractor cert his Applicatio I amounts hav ed and payme	By TSStuck Central Favilie 40. 100 By TSStuck Central	Subscribed and swom to before mo subscribed and swom to before mo this 2004 day of Decembered Decembered Notary Public Note: Note whether the December My Commission expires 5 3 5 2 5 5 2 5 5 2	CERTIFICATE FOR PAYMENT In accordance with the Contract Documents, based on evaluations of the Work and Winter Barton application, the Construction Managet(s) certify to the Owner that to the hes of the Work and the final managet information and belief the Work has progressed as indicated, the quality of the Work is the acoldant with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED. AMOUNT CERTIFIED.	(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 MANAGER (1997)	CONSTRUCTION MANAGER	This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named This Schränker, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.	
9 Payment, Construction Manager	VIA CONSTRUCTION MANAGER(S):		2,092,055.42	\$ 84,086.12 \$ 1,597,636.20	\$ 1,250.257.97 CEJ	(Atta Appl By:	ADDITIONS DEDUCTIONS CON	Cont	
AIA Document G732 2 09 Application and Certification for Pay BARBER VALLEY DEVELOPMENT	CENTRAL PAVING CO., INC Contact: Terry McEntee	CONTRACT FOR: Dallas Harris No. 2 CONTRACT FOR: Dallas Harris No. 2 CONTRACTOR'S APPLICATION FOR PAYMENT 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	NET CHARGES IN THE WORK)=)= 0n G70	 LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) CURRENT PAYMENT DUE CURRENT PAYMENT DUE BALANCE TO FRNISH, INCLUDING RETAINAGE (Line 3 minus Line 6) BALANCE TO FINISH, EXCLUDING RETAINAGE (Column K from G703) 	Check here for request to release retainage.	SUMMARY OF CHANGES IN THE WORK Total changes approved in previous months by Owner Total approved this month including Construction Change Directives	TOTAL NET CHANGES IN THE WORK	

ŧ	
uth	
Š	
rris	
Ha	
llas	
$\mathbf{D}_{\mathbf{a}}$	

Pay Estimate #4 Date: 12-01-21

	Total		1 00 1	0 75	
Quantities	Current			0.75	
	Previous		1 00		
	Total		91,171.87	14,600.00	
	Bid Units Unit Price Total Previous Current Total Quantity	-	91,171.87 S	14,600.00 \$	
	its		LS S	S S	1
	Bid Quantity Un		1	-	,
	Description	Dallas Harris South #2	lun -	caliun	
Date: 12-01-21 Contractor - Central Paving	Client Bid#	ent	L Nithelization	2 Demohiliza	2 Bunde

Client Bid#	Description	Bid Quantity	Units	Unit Price	Total	Previous	Current	Total	Previous	Current		Current w/Retention	Total
	Dallas Harris South #2		1	-		ent							
÷	Makikadum	-	LS S			00 T		1 00 1	S 91.171.87	5	s	0.20	S 91,17187
	Demokalien	-	_	14,500.00			0.75			\$ 10,950,00	00 S	10,402.50	S 10,950 (
ۍ. ۲	BURUS .	-		13.100.00	13.10	1 00		1 00	S 13.100.00	5	s		S 13,100.00
4	lasurance	-	LS S	1.00 5	1.00	•			s	s	S		s
	Ceneral Sile Work	1									_		
0		25	AC 5	5,900.00		3 30		3 30	1		5	•	
<i>c</i> 1	SUIC SCIPECUTAL FUL	9257	CV S	20.00	"	9.257 00		9,257 00	S 185, 140,00		5	8	S 185,140.00
	Fruject Denatoring	-	S	26,800.00		00 1		1 00			1		S 26,800.00
	(acking	61	ACS			2			•	s	s		и
5	Hyifroseetling	-1	AC S	2.850.00		8			S	S	S	0.50	s
10	Excitinging to Subgrade	1468	CY S		20	1,468.00		1.468 00	S 20,258,40	s	2	1	S 20,258 40
=	Remove Evisiting Fence	400	LF S	2.45 \$	380.00	400 00		00:00+	S 980.00	s	5	8	
13	Traffic Control	-	LS S	7.590.00 5	7,590.00	0.50	0.50	1 00	S 3,795,00	S 3,795.00	S 00	3,605.25	S 7,590.00
	Rnads		-										
13	Road & Sidenalk Subgrade Compact & Prep	13737	SY S			13.737 00		13.737.00	ST171.75 8		S	3	S 17,171 25
14	fr" Minus Uncrushed Aggregate Subbase (Imparied)	2256	CV S		67,454.40	2.256.00				S	s	8	S 67.45440
15	3/4" Minus Crusheil Argregate Base Cuarse	1514	CY S	54.70		1.514.00			S 82,815,80	S		÷	S 82,815,80
16	2-1/2" SP-3, 1/2" nux, PG 58-28 Asphalt Concrete	3932	SY S				3.932.00	_	s		40 S	39,968.78	
17		2575	SY S	12.60 5	32,445.00	9	2.575.00	2,575.00	3	S 32,445 00	00 S	30,822.75	S 32.445.00
13	5" SP-3, UZ" mix, P-64-28 Asphall Cuncrete (Twu Lift Placement per ACPD)	395	SY S	58.00 5	22.910.00	395.00		395.00	UUU16CC S	v	U	ž	0001066 3
19	Type "P" Asphalt Repair	97	SV S				97,00		L	S 297790	S 06	10.648.6	S 297790
20	Saw Cut Existing Asphalt	550	C.F.	2.75		550.00		550.00	S 151750	v			
21	Standard 6" Vertical Carb and Gutter and Base Course	3545	LF S	18,90	ľ	3 545.00		3 545 00	5 67	-		9	
22	ft' Witte Concrete Sittewalk and Bare Course	688	SY \$			638 00		688 00	l s	_	S		Į.
ន	15' Wide Concrete Sidewalk and Base Course	5003	SV S	40.20 5		1.500.00	2,605.00	· · · ·	S 60,300,00			99 484 95	17
24	Concrete Pediestrian Ramps	14	EA S	1,4	20,720.00	2 00	12.00	14 00		S 17,760 00	00 S	16 872 00	
	Water										1		
25	fastall new 1" water service and meter setting	1	EA S	2,450.00 5	2.450.00	001		1 00	S 2,450 00		5		S 2.450 00
26	2" Water Service with 1-2 lach Setting	ы	EA S	4,930.00 S	[3 00		-		5	5	6	Ľ
27	2" Irrigation Service	1	EA \$	3,980.00 2	3,980.00	1 00		1 00		· ·	Г	1	
28	i" Fire Sun ice With Yahre & Bloweff	e	EA S	14,600.00 \$	43,800.00	3 00 E		3.00	4	s	s	8	S 43,800 00
29	In PVC Water Main	290	LF S	71.50 5	20,735.00	00.002		290.00	S 20,735.00	s	s	3	S 20.735.00
30	All W - Water Plain Fidilitys	-				1,00	1			s.		20	S 9.450 00
15	F" X 2" Blunuli Astembly	-	EA S	4,240.00		1 00				-	S	1	
32	New 6." Fire bydraet Assembly ta new Main		EA S			001							
ER	New 5" Fire Hydrant Assembly to Existing Main	4	EA S			2 00					S		
34	Connect to Existing M" PVC Main at 2" filorf-off	-				00 1		_	S 3,570.00	5	s	•	S 3,570.00
55		-		-		00.1		_	S 3,570,00	1	-		s S
٥٢	Anjest Evisiong water valve to polytical grade	-	3	2,620.00 5	2,620.00	•	1.00	1 00	•	5 2.620.00	00 S	2.489.00	S 2.620 00
5	J" CD B35 DVC Constr Sam ion Bint	:	-			00 11					-		
10		5				00,54		5 DD 6+	1		и	2	S 5.418 00
30	P SUKAS, FYU Sewer Service Pipe	215	LF S	133,00	"	215.00		_	8		s	2	
40		-	5	2,050.00		00				-	S	*	
10	CURRENT NEW DEFYICE (0 EXIS), A MERIA (CUT (0 NEW 100)			-		00 5			S 21,700.00	s	-		~
1	formation that the formation of the second		C a a	· 00.744		2 00	2.00				-	849 30	S 1.788 00
74	State Lafe COMP	-		_	00.01.6	1.00		1 00 T	\$ 670.00		S	•	s
43	12** PVC Sturm Drain Pine	004	2 4 4	1 0 0 0 0 0 0		200.00				e	-	1	
44	15" PVC Starm Drain Pine	667			L	00'667		100'657	0/ +75/61 5		1		0/ +20'61 5
45	Connect New Pille to Existing 12" PVC	-	EA	2 DU UE 2	L	100			I.	0.0	1		10
46	Connect New Talet to Existing 12" PVC			A number		201			1		1		000000000000000000000000000000000000000
			V N	1 00 1					001		0		

		n	EAS	3,350.00 5				3 00	S 10,050.00	00 S	• •		v	10.050 00
64	Cure Dril & Connect to Existing Manhole/Inict	8	EA 5	4,310.00				8 00		-	- IS		· S	34,480.00
50	New 48" Std. Concrete Storm Drain Manhole	m	EA S	4,190.00 \$	Ч	3 00		3 00	S 12,570.00	S 00	•		•	12.570 00
51	A tijnet Storm Drain Manhole to Grade	-	LS S	3.570.00	3,570.00	1	1.00	1 00	N		3.570.00 5		3.391.50 S	3,570.00
	SWPPP													
52	Prepare and File SWPPP, ENOI, ACHD ESC Plan	-	LS S	1,530.00 5	1,530.00	1 00		1 00	S 1,530.00	00 S	-		1	1,530.00
ß	Install all BMPs Prior to Construction	1	\$ 5T	24,600.00 \$	24,600.00	1 00		1 1 00	ci S	t-	•	124	5	24,600.00
54	Continuously Inspect and Maintain BMP's	-	LS S	2,300.00 \$	2,300.00		0.25	1 1 00 S	Ľ	+-	575 00 S		546.25 S	2,300 00
SS	Funal Site Inspection and File ENOT	-	LS S	191.00 5	191.00			•	s	5	1		5	
	Isrigation		-										F	
56	Complete Fine Irrigation Design, Materials and Installation	1	2 21 I	21,000.00 \$	21.000.00	0.50	-	0.50	S 10,500,00	00 S	,		, N	10.500 00
15	2-Wire Clintral System and Rainhiell Controller	-	LS SI					0 50	s	-			s.	5,600 00
82	Jirrigatun Skeving	I	2 21	19,300.00				1 00	S		•		1	19.300 00
	Landscapting									-			-	
59	Amended Topsuil	125	CY S	28.50 5	3,562,50	94		2	5	5	2	6		
60	1, 110	3100	SF S	0.56 \$	1.736.00	5				5			5	
19	Trees	59	EA S	770.00 5	4	•		10		5				
62	Finwering plunts in Planter Pols	1	ELS S	17,200.00 \$	17.200.00	a		•	5	51			5	
63	Trach Recepticut	22	EA S	2,050.00 \$		11 00	00.9	1 17 00	S 22,550.00	w	2,300.00 S	=	685 00 S	34,850.00
64	Benches	26	EA S	3,260.00 \$	84,760.00	13 00	1.00	20 00	S 42,380,00	ы	22,820,00 S		Z1.679.00 S	65,200,00
65	Planter Puls	52	EA S	2,180.00 \$	113.360.00	26 00	00°E1 (39.00	n	S	28,340 00 S		26.923 00 S	85,020.00
66	Tree Grates	20	EA S	6,440.00 \$		9 00 6	11.00	20.00	S 57,960,00	S	20.840.00 S		67.298.00 S	128,800,00
	Street Steet Steet and Lefting													
67	Street Signs	1	LS S	1.00 5	1.00	1		2.	S	2			,	
68	Type II Barricade	T	EA S			3	1.08	1 00	S	5	391 00 S		371 45 S	391 00
69	Removal of Existing Type II & III Barnicades	1	LS S	558.00 5	558.00	1 00		1 00	S 558.00	80 N	· ·	10	1	558 00
70	Street Lights - 25 It Pole with Class A Fisture	2	EA S	6,100.00 5	12,200.00			*	s	× .	•		57	
71	Street Lights - 30 ft Pole with Class B Fixture	2	EA S	7,410.00 5	14,820,00				S	ю •				
72	Street Light Electrical Conduit & Wire	1	S SI	37,100.00 5	37,100.00	1 00	-	1 I.00	S 37,100.00	S 00	50		1	37,100.00
73	Puwitur Cuat Street Signs & Pults	L	<u>১</u>	4,320.00 5	4.320.00	•	1.00	1.00	s	5	4,320 00 S		4.104 00 S	4.320.00
74	Pavement Striping and Symbols	1	S SI	4,270.00 \$	4.270.00	•	1.00	1 00		5	4,270 00 S		4.056 50 S	4,270.00
75	Obliterate Existing Parement Stripe	60	LF 5	14.00 \$	840.00	9		•	S	5			5	
	Change Order #1 - Tree Removal													
76	Tree and Stomp Renoral	1	2 SI	2,000.00 5	2	1 00		1 00	S 2,000 00	00 S	· S		· v	2,000.00
ш	Contractor Athministrutive Expense	1	5 2	100.00 \$	100.00	1 00		1 00		100 00 S				100.00
	Change Order #2 - Temporary Fence Around Pool Trucks													
78	Construction Pence Installation	380	UF S	2.15 5	817.00	00 08E		380.00	S 817.00	00 S	s		1	817 00
79	Contructor Administrutive Expense	1	2 21	40,00 5	40.00	1 00		1 00	S 40	40 00 S	•			40.00
	Change Order #3 - Pipe For Fature School												-	
80	2 ^m Water Strrite	1 1	EA \$	4,930.00 \$				1 00	S 4,930.00	00 S	- 2		8	4.930.00
81	6" Fire Service With Valve and Bloneff	1	EA S	14,500.00 \$	14,600.00			1 00	S 14,600.00	.00 S	· S		•	14,600 00
82	6" SDR35, PVC Sewer Service Pipe	46				46 00		46 00	S		•		- N	6,113.00
83	Connect New 6" Service to Existing 3" Main	н	EA S	4,340.00 \$	4,340.00	1 00		1 00	S 4,340.00	00 S	• S		- S	00'0hE't
				Ş			-		s	2	·			

Project Total \$2,092,055,42

Previous Payment This Payment This Total Payment Payment Est (w/o Estimate (w⁻ (no Retention) (no retention) Retention) Retention) \$ 1,316,061,02 \$ 365,661,30 \$ 347,378,24 \$ 1,681,722 32

2

*	$n_{\rm V}=2$	20 - R 	COLUMBIA BANK 877.272.3678	8095 [~]
BARBER VALLEY DEVELOPMENT 877 W MAIN ST STE 501 BOISE, ID 83702-6018	r inc		columblabank.oom	34-827/1251 1181 CCHECK ANNOR
		2		1/15/2022
	130			
AY TO THE Central Paving Co., Inc.	3); 		\$	**347,378.24
Three Hundred Forty-Seven Thousand Three	Hundred Seventy-Ei	ght and 24/100***	*****	
Central Paving Co., Inc.	1		ан сананаланан 19	DOLLANO
PO Box 15010			≥ ∨	* * <u>.</u>
Boise, Idaho 83715			12 N 12	
		35	75-00	Ō
1EMO			AUTHORIZED SIG	a sector of the
Pay App #4 CID Dallas Harris NO 2	а — ² о	1		
II*008095II*				i i i i
ARBER VALLEY DEVELOPMENT INC	n g e		1 X 21	8095
Central Paving Co., Inc.			1/15/2022	
Date Type Reference	Original Amt.	Balance Due	Discount	Payment
12/17/2021 Bill	347,378.24	347,378.24		347,378.24
			Check Amount	347,378.24
a 2 2.81				
			a -	
	8 a 8 8 *			
	11 55 2			
	5 C.W			
s				
Columbia/ICB- CHEC Pay App #4 CID Dalla	as Harris NO 2			347,378.24
×				
ARBER VALLEY DEVELOPMENT INC				8095
Central Paving Co., Inc.			1/15/2022	
Date Type Reference	Original Amt.	Balance Due	Discount	Payment
12/17/2021 Bill	347,378.24	347,378.24		347,378.24
2 0			Check Amount	347,378.24
1A ²²				
ing an the second se				· 1 3
	20 <u>0</u> 8			
24 - 14 - 1	a			
		zì		
		2		

8095 🎽

	DISTRIBUTTON TO: OWNER CONSTRUCTION MANAGER ARCHITECT	CONTRACTOR		r's knowledge, information and belief the a accordance with the Contract ork for which previous Certificates of at current payment shown herein is now		Daum 14/14 1. 2022	O TARY OC		ATE OF WAY	the Work and International ing this the best of their knowledge, lifty of the Work is in accordance with the AMOUNT CERTITIEND.	red. Initial all figures on this	Date: 1/10/22	2	Date:	yable only to the Contractor named rejudice to any rights of the Owner or
Construction Manager as Adviser Edition	APPLICATION NO: 5 000 APPLICATION DATE: 5 000 PERIOD TO: 12/31/2021	CONTRACT DATE:	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.		e of: T DAHO IIIy of: A DA	am to before me dayat Jumuary 2033	CERTIFICATE FOR PAYMENT	In accordance with the Contract Documents, based on evaluations of the Work and InCUM Comprising thii 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 CERTURATED.	AMOUNT CERTIFIED . 75,572. (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	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 Ownet or Contractor under this Contract.
AIA Document G732 2 09 Annication and Cartification for Parment. Construction Manac	BARBER VALLEY DEVELOPMENT	FROM CONTRACTOR: CENTRAL PAVING CO., INC MANAGER(S):	Contract: Terry McEntce CONTRACT FOR: Dallas Harris No. 2	S APPLICATION FOR PAYMENT or payment, as shown below, in connection with the Contract. AIA Document G703, puivalent, is attached.	ORIGINAL CONTRACT SUM	E (Column I on G703)	Completed Work 1,761,272.32 _ j= 88,063.62 .	al)=)= \$88,063.62 56, or Total in Column L on G703) \$ 88,063.62 AINAGE	TES FOR PAYMENT	(Line 6 from prior Certificate) CURRENT PAYMENT DUE. BALANCE TO FINISH, INCLUDING RETAINAGE 372,863.40 (Line 3 minus Line 6) 284.799.48	ň		ADDITIONS DEDUCTIONS	Total changes approved in previous months by Owner Total approved this month including Construction Change Directives	TOTAL TOTAL

MI

#2
South
Harris
allas F
õ

Pay Estinuate #5 Date: 1-05-22 Contractor - Central Paving

Payments

Quantities

Client Bid #	Description	Quantity	11112								W/RCIENTION		
	Dalfas Harris South #2												
1	Medicization	1	LS S	91,171.87 5	91.171.87	1 00		1_00 S	9117187		S		91 171 87
-	Ocmohilization	1		14,600.00 \$	I.	0 75	0.25	_			i n	3 467 50 5	
3	Buarts	-		13,100.00 \$		1 00				61	5		1
4	[Distribution of the second of	-	5 51	1.00 5		11		_		•	s		
	General Sile Work											F	
5	Clear & Grub	3.3	AC \$	6,900.00 \$		3 30		3.30 5	32,770.00	-	67		
9	Site Structural Fill	9257	CV S	20.00 5	185,140.00	9,257.00		9,257.00 S		•	N	5 .	-
1	Project Dewatering	1	LS S	26,800.00 \$	26,800.00	00 1		1.00 S	26,800.00		s		
80	Tackifier	7	AC \$		1,452.00	1		×	*	s.	s	s.	
6	Bythrosceding	~	AC S	2*2		0		s s			S	• S	
10	Excarative to Subgradu	1468	CY S		20	1,468,00		1,468.00 S	2		5		20.258.40
11	Remove Existing Fence	400	LF S	2.45 5	00'086	400.00		400.00 S	980.00		s		
12	Teallie Control	-	LS S	7,590.00 \$	~	1 00		S 00'1	1		5	· .	7
	Rnads		-										
13	Road & Sidewalk Subgrade Compact & Prep	13737	SY \$	1.25 \$	17.171.25	13.737.00		13.737 00 S	17,171,25		S		17.171.25
14	6" Minus Unerusheil Appregate Subbase (Impariet)	2256	CY S	29.90		2,256 00		-			S		
15	141" Minus Crushed Aggregate Buse Cuarse	1514	CY 5	54.70		1,514 00		-		s	5	t	
16	2-1/2" SP-3, 1/2" oils, PG 58-28 Asphalt Cuncrete	3932	SY S	10.70		3.932.00				s	S		Ĩ.
13	3" SP-3, 1/2" mix, P-64-28 Asphalt Concrete	2575	SY S	12.60 5	1	2,575.00		2_575 00 S			N		1
18	5" SP-3, 1/2" mix, P-64-28 Asphalt Concrete (Two Lift Placement per ACHD)	395	SV A		00.010 50	102.00		200.00			6		
10	Tunn "Pr Asn'ndl Penoir	10	4 13			0010			0001277	1 4	4 5	^ (00 016-27
04	Control Products Applied Applied	16	1	30.70	1	00/6		-		2	<i>n</i> 1		
107	terreduct of Mandrad Card and Card and Barn Card	2500			н	00055 -				~	~		
1	4. White Commute Solution Parts And Pares Courses	CFSC	5 10	A DEBL	L.	00 045,5				200	~ 6		
) E	15' Wile Converte Shewalk and Base Contac	EUD3	A NS	00.00	12 0CF FUC	1 100 00		000001	N7 C/N'97	, n u	0.0	1	J.
34	funitate Defletion Demans	conc.		1 00 007 F	L	00.001							
ŝ	Water	<u>+</u>	5	_		B t		14 00 14	MU 07/07	•	2		00,021,02
25	Install new 1" water service and meler setting	-	EA C	2 450 00 C	2 450 00	100	ľ	001	00.024.0			t	00.034.6
26	2" Water Service with 1-2 Inch Setting		EA ¢	00 026 7	ſ	00 1	Ī		-		2	2 4	1
12	2" Irrigatino Scrytte	-	EAS	\$ 980.00		1001			I.	200			
28	6" Fire Service With Valve & Blawuff		EAS	[4	3 00	T						
29	8" PVC Water Main	290				290.00	T			1 0	5 61	1	
30	Alla" Wuter Main Fittings	-	LS S	9.450.00		1 00 1		-	L		5		Г
31	W" x 2" Bloweff Assembly	-		4,240.00 5		001				0	5	-	
32	New 6" Fire hydraat Assembly to new Main	-	EA S			1 00				6	s	1	
33	New 6" Fire Hydraut Assembly to Existing Main	4	EA \$	8,660.00 \$		2 00			Γ	s	s	5	[
34	Connect to Existing 8" PVC Main at 2" blow-off	1	EA S			1 00					s	-	
35	Connect to Existing 8" PVC Main at New 8" Cruss	1	LS S	3,570.00 \$		1,00			3.570.00	s	5	1	
36	Adjust Existing Water Valve to Inished grade	1	LS S	2.620.00 5	2,620.00	1 00		I.00 S	2.620.00	1	s		
	Server		-										
37	J" SD R3S, PVC Senier Service Pipe	43	LF S	126.00 \$	5,418.00	43.00		43.00 S	5,418,00	•	S	+	5,418.00
35	6" SD R35, PVC Sewer Sun äre Pipe	215	LF S	2 00.551	14	215,00	No.	215,00 5	28,595.00		5		Ι
39	Connect New 4" Service to Exist &" Main (Insert-A-Tee)	-	EA 5	2,050.00 \$		1 00 1					S	5	2,050.00
01	Connect New 6" Service to Exist. N" Main (Cut in New Tec)	s	EAS	4,340.00 \$	21,700.00	5.00		5.00 S		•	5	-	L
41	Adjust Sewer Manhole to Grade	4		-		4 00		4.00 S			S	s .	
42	Service Tup Permits	1	IS SI	670.00 \$		00 1		1 00 5			S		
	Storm Prain												
\$	12" PVC Storm Drain Pipe	299	S AT	65.30 S	Π	199.00	1	299 00 S		s.	S	- 5	
4	15" PVC Storm Drain Pipe	61	LF S	1	1H	61 00		61 00 S	5.270.40		S	•	
45	Connect New Fine to Existing 12" PVC	-		2,230.00	2,230.00	1 00		1 00 5			S	s ·	00'0E2'2
46	Connect New Inlet to Existing 12" PVC	-	EA S	1.00 5	1.00	1 00		1 00 S	1.00	•	61	,	
C.P	Tuna I Catab Pasin												

87	Dual Type I Calch Basin Assembly	м				3 00		-	10.050.00	s .	s		10,050 00
40	Core Drill & Connect to Existing Manhole/Inket	8	EA S			8 00		8 00 8	\$ 34.480.00	• 5	S		34,480.00
9	New 48" Std. Concrete Storm Drain Manhole	m	EA S	4,190.00 S	H	3 00		3 00 5	S 12,570 00		s	5	12.570 00
19	Adjust Storm Drain Manhole to Grade	-	TS S	3,570.00		1 00		-			G		3 570 00
	SWPPP			1				-					
22	Prepare and File SWPPT, ENOI, ACHD ESC Plan	H	LS \$		00.0E2.E 3	1 00	111	1 00 5	S 1,530.00		S	5	1.530 00
5	Install all BMPs Prior to Construction	1	15 5		24,600.00	I 00		1 00 5	24,600.00	2	S	5	24,600 00
7	Continuusly largest and Maintain BMP's	-	LS S	2,300.00 \$	2,300.00	1 00		1 00 5	2.300.00		S	1	2 300 00
55	Final Site Inspection and File ENOT	H	S SI	191.00 \$		X		•	•	,	5	5	
	Irrigation												
95	Complete Fine Irrigation Design, Muteriuls and Installation	-	5 51	21,000.00 \$	21,000.00	0.50		0 50 5	S 10.500 00		S		10.500.00
51	2-Wire Control System and Rainbird Controller	-	LS S		11,200.00	0,50		0 50 5	5.600.00		и	-	5.600.00
58	Irrigation Steeving	-	15 5		19,300.00	1 00		1 00 5	19,300.00		5	1	19.300.00
	Landecaping											-	
50	Amended Tupwoil	125	CV S	28,50 5	3,562.50	8		5	17	• 5	5		
60	LAND	3100	SF S			0					5		
61	Trees	59	EV S	770.00 \$		ų		- 2	æ	э 5	5	5	
62	Flow cring plants in Planter Pole	1	LS S.I	17,200,00 5					3		s	5	
63	Trash Receptical	22	EA S			17 00	1.00	18 00 S	34,850 00	S 2,050 00	S 1.94	1 947 50 \$	36,900 00
3	Benches	26	EA S	Ц.		20.00		22 00 5	S 65.200 00	S 6.520.00		6.194.00 \$	71,720.00
65	Planter Pols	52	EA S	2,180.00 \$	113.360.00	39,00	5.00	44 00 S	85,020.00	-	S 10,35	10.355 00 5	95,920,00
66	I free Grates	50	EA S	6,440.00 5	322,000.00	20.00		20 00 5	128.800.00		2	5	128,800.00
	Street Street and Lizhting												
67	Street Sigas	1	LS \$	100 5	1.00	X.		•			2		
68	Fype II Barricade	1	EA S	391.00 \$	391.00	1 00		I 00 S	391.00		5	5	391 00
69	Renoval of Existing Type II & III Barricades	1	LS 5	558.00 5	558.00	1 00		S 00 1	558 00		5	1	553 00
70	Street Lights - 25 ft Pole with Class A Pizture	2	EA S	6,100.00 \$	12,200.00	Ň	1.00	S 00 1	00	S 6,100.00	S 5,75	5,795.00 5	6.100 00
71	Street Lights - 30 ft Pole with Clays B Fixture	2	EA S	7,410.00 \$	14,820.00		1.00	S 00 1	•	S 7,410.00	S 7.03	7.039.50 S	7,410.00
12	Street Light Electrical Combili & Wire	-	LS S	37,100.00 \$	37,100.00	1 00		1 00 S	37,100.00	s S	5	5	37,100.00
51	Puwiler Coat Street Signs & Poles	1	5 57	4,320.00 5	4,320.00	1 00		1 00 S	4.320.00		12	5	4,320.00
74	Pavement Striping and Symholy	-	1.5 5	4,270.00 \$	4,270.00	1 00		5 00 1	4.270.00		5	1	4.270.00
35	Obliterate Existing Pusement Stripe	60	LF S	14.00 \$	840.00	a.	60.00	60 00 S	,	S 840.00	52 5	798.00 S	S40 00
	Change Order #1 - Tree Remun al	<u>11</u>										-	
76	Tree and Stump Removal	T	LS 5	2,000.00 \$	24	I 00		1 00 5	2,000.00	9 9	S	5	2,000 00
11	Contractor Administrative Expense	1	15 S	100.00 \$	100.00	1 00		I 00 S	100.001		5	5	100.00
	Change Order #1 - Temporary Fence Around Food Trucks												
78	Continuction Force Installation	380	5 3	2.15 \$	8	380 00		380.00 \$	817.00		S	s •	817 00
79	Contractor Administrative Expense	1	\$ 5	40.00 \$	4D.00	1 00		1 00 5	40,00		S	5	40.00
	Change Order #3 - Pipe For Future School												
80	2" Water Service	1	EA S	4,930.00 \$	00.054,5	1 00		1 00 5	4,930.00		S	5	4.930.00
18	A ⁺ Erre Service With Valve and Bluwall	1	EA S	14,600.00 \$	14,600.00	1 00		I 00 S	14,600,00		5	5	14.600.00
82	AT SDR35, PVC Sewer Service Pipe	46	LF S	133.00 \$	6,118.00	46 00		46 00 S	6.118.00		2	5	6,113.00
83	Connect New 6" Service to Existing 8" Muin	1	EA S	4,340.00 \$	4,340.00	00 1		1 00 S	4,340.00		ท	5	4 340 00
	Change Order #4 - Strip & Compact Lot #1 Block #2											-	
84	Clear and Grubbing (Strip 3' & Haul Off)	1	3 21	26,900.00 \$	26,900.00	E	1.00	1 00 5	3	S 26,900.00	S 25.555 00	5 00 S	26,900,00

Project Total \$2,134,135 42

 Previous
 Paymen This
 Paymen This
 Paymen This
 Payment

 Payment
 Estimate (w/
 Estimate (w/
 (no Retention)
 (no Retention)

 (no retention)
 Retention)
 Retention)
 8.1,681,722.32
 8.1,5572.50
 8.1,661,272.32
 3.2,5572.50
 8.1,661,272.32
 3.2,5572.50
 5.2,572.50
 5.2,572.52
 5.2,572.52
 5.2,572.52
 5.2,572.52
 5.2,572.52
 5.2,572.52
 5.2,572.52
 5.2,572.52
 5.2,572.52
 5.2,572.52
 5.2,572.52
 5.2,572.52
 5.2,572.52
 5.2,572.52
 5.2,572.52
 5.2,572.52
 5.2,572.52
 5.2,572.52
 5.2,572.52
 5.2,572.52
 5.2,572.52
 5.2,572.52
 5.2,572.52
 5.2,572.52
 5.2,572.52
 5.2,572.52
 5.2,572.52
 5.2,572.52
 5.2,572.52
 5.2,572.52
 5.2,572.52
 5.2,572.52
 5.2,572.52
 5.2,572.52
 5.2,572.52
 5.2,572.52
 5.2,572.52
 5.2,572.52
 5.2,572.52
 5.2,572.52
 5.2,572.52
 5.2,572.52
 5.2,572.52
 5.2,572.52
 5.2,572.52
 5.2,572.52
 5.2,572.52
 5.2,572.52
 5.2,572.52
 5.2,572.52
 <td

AUTHORIZED SIG	****************** DOLLAF
**************************************	2/23/2022 **75,572.50 DOLLAF
**************************************	\$ **75,572.50 ********** DOLLAF
**************************************	MATURE
**************************************	MATURE
AUTHORIZED SIG	DOLLA
2/23/2022	INATURE N
2/23/2022	INATURE N
2/23/2022	
	8118
	8118
	Payment
W	75,572.50 75,572.50
2 (A 2)	
ia.	
	75,572.50
	8118
2/23/2022	,
Discount	Payment
book Amount	75,572.50
MECK AMOUNT	75,572.50
	Discount Check Amount 2/23/2022

AIA Document G732 2 0 Application and Certification for	09 pr Payment, Construction Manager	: Manager as Adviser Edition	ion	
BARBER VALLEY DEVELOPMENT		APPLICATION DATE	000 000	DISTRIBUTION TO: OWNER CONSTRUCTION MANAGER
		PERIOD TO: 2/28/2022	122	ARCHITECT
FROM VIA CONSTRU CONTRACTOR: CENTRAL PAVING CO., INC MANAGER(S):	VIA CONSTRUCTION MANAGER(S):	CONTRACT DATE:		CONTRACTOR
Contact: Terry McEntee CONTRACT FOR: Dallas Harris No. 2		COMMITMENT NO:		
N 2 5	NT on with the Contract. AIA Document G703,		s that to the best of the Contractor' or Payment has been completed in een paid by the Contractor for Woi received from the Owner, and that	The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work coversed 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 Certificattes of Payment were issued and payments received from the Owner, and that current payment shown herein is now
1 ORIGINAL CONTRACT SUM	2,059,110,42 75,572.50	due. CONTRACTOR:	Central Paving Co., Inc.	
 CONTRACT SUM TO DATE (Line 1 +- 2)	Lumn I on G703)	35.42		((
		By State of H St HO	اعب ثر	Date: Dr.Z Z Z Z.
7 + G on G703 1,788,704.82)= 89,435.24	County of: Aba		
b 5% % of Stored Material	=	Subscribed and swom to before me this DALAN day of MARCH	Pech _ D	OWNER OF BUILD
es 5a + 5b, or Total in Column L on see RETAINAGE	 	Notary Public Ac-	en-Bylan	A NOTARY F
			neonl	NE VO
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$ 1,673.208-70	÷	ENT	C C C C C C C C C C C C C C C C C C C
(Line o nom pnor Certuicate) 8. CURRENT PAYMENT DUE.	\$ 26,06	26,060.88 In accordance with the Contract Documents, based on evaluations of the WBM	cuments, based on evaluations of t per(s) certify to the Owner that to t	to week and the start before the stranding and
 BALANCE TO FINISH, INCLUDING RETAINAGE (<i>T</i> ine 3 minus Line 6) 	345,430.60	information and believe the Work has progressed as indicated, the quality of the Work has progressed as indicated, the quality of the Work has been been been been been been been bee	s progressed as indicated, the quali	ity of far Mode, in Descharaction with
10. BALANCE TO FINISH, EXCLUDING RETAINAGE	328,159.07		אוויופרוחו זא בחויותכת וה הפלוחביוו הז ו	
(Column K from G703)		AMOUNT CERTIFIED	the second s	26,060.488
Check here for request to release retainage.		(Attach explanation if amount certified differs from the amount applied. Initial all Thurs on this Application and on the Continuation Sheat that are changed to conform with the amount certified	fied differs from the amount applie n.Sheet hat are changed to confo	ers from the arnount applied. Initial all Hgurts on this that are changed to conform with the arnount certified.)
		CONSTRATION MANAGER	11 00	
		By. Whith By	Poull	Date: 7. Y. ZZ
SUMMARY OF CHANGES IN THE WORK	ADDITIONS DEDUCTIONS	DNS CONSTRUCTION MANAGER		
Total changes approved in previous months by Owner				
Total approved this month including Construction Change Directives		By:		Date:
TOTAL	TAL · ·	This Certificate is not negotiable The AMOUNT CERTIFIED is payable only to the Contractor named	he AMOUNT CERTIFIED is pay	able only to the Contractor named
NET CHANGES IN THE WORK		 herein. Issuance, payment and acce Contractor under this Contract. 	ptance of payment are without pre	herein. Issuance, payment and acceptance of payment are without prejudice to any nights of the Owner or Contractor under this Contract.

AN IN

#7
outh
ris Sou
Harr
llas]
Da

Pay Estimate #6 Date: 3-02-22 Contractor - Central Paving

Client Bid #	Description	Bid Quantity	Units	Unit Price	Total	Previous (Current	Total	Previous	Current		Current w/Retention	Total
	Dallas Harris South #2												
1	Mobilization	1	LS \$	91,171.87	\$ 91,171.87	1 00		1.00 5	91,171,87	- 5 0	69	4	\$ 91.171.87
1	Demobilization	-		14,600.00		1 00		1_00 S		- S 0	64	4	
د	Bonds	-		13,100.00	13,10	1 00		1 00 \$	13,100.00	- S 0	\$		\$ 13,100,00
4	Insurance	-	LS S	1.00	\$ 1.00	*		•		69	\$		5
va va	Clear & Grub	2.2	AC ¢	6 900 00	00 077 55 \$	3 30		_		6	1		
6	Site Structural Fill	0757	2 2		C 195 110.00	200		9 00 C 2 C 0	00.011.22		1	ŧ	
2	Project Dewatering	104/	2 2		j.	17. A		-			A 6		-1
	Tackifier		AC A	776.00				A 6	26,800.00	2	+		\$ 26,800.00
0	Bydroseeding	1 0	A DA	01020			+	A 6	Ň	2	1	9	64
10	Excavation to Substante	1460		00 01		ľ		-		5		3	
a Li	Remove Pristing Fearer	1400	1 1	13,80		-		_	2	_	1	0	8
=	Tentro Control	400	-	C4-7	2 980.00	4		_		_	\$. 5	980.00
12	LEALING CONTROL David.	-	3	7,590.00	\$ 7,590.00	1 00		1 00 \$	7,590.00	69	\$	64	7,590.00
13	Road & Sidewalk Subwade Commer & Pron							-		_			
14	6" Minus Uncented Associate Subbase (Immerica)	15/51	0 L C	1.25		-	-	-		_	64	64	
4	Tit's Minne Cruched American Race Constant (America)	0077		73.50		00 907.7		-	1		ŝ	•	
16	1.1/m CD 2.1/m miv DC 50 30 Ambult Caroote	41CT		54.7U		4		-		_		•	
17	an Sp. 3 10" min P.4.4.98 Author Concerts	27545		10./U	42,0/2.40	4		_		-			
¥ /	2" CD 3 10" min B-C1-29 Ambels Constant	0107	0 10	TZ-DU	00,244,25 6	nn c/ c'7		\$ 00 0/07	32,445,00	4	64	•	32,445.00
18		395	SY \$	58.00	\$ 22,910,00	395.00		395.00 \$	22.910.00	8	64		77 910 00
19	Type "P" Asphalt Repair	76	SY \$	30.70		97.00		97.00 \$		-	t		L
20	Saw Cut Existing Asphalt	550	LF S	2.75		550.00		+		64	t		
21	Standard 6" Vertical Curb and Gutter and Base Course	3545	LF S	18.90	\$ 67,000.50	3.545.00			ľ		5		ľ
22	6' Wide Concrete Sidewalk and Base Course	688		37.90	\$ 26,075.20					- S O	64	69	
23	15' Wide Concrete Sidewalk and Base Course	5003	SY \$	40.20	\$ 201,120.60	4.105.00		4,105,00 S	165,021,00		1		
24	Concrete Pedestrian Ramps	14	EA \$	1,480.00	\$ 20,720.00	14 00		_	20,720,00		5		20.720.00
	Water												L
25	Install new 1" water service and meter setting	1	EA S	2,450.00	\$ 2,450.00	1 00		1.00 \$	2,450.00	5	64	1	2.450.00
26	2" Water Service with 1-2 Inch Setting	3	EA 5	4,930.00	\$ 14,790.00	3 00		3.00 S	[t	t	Γ
27	2" Irrigation Service	1	EA \$		\$ 3,980.00	1 00		1 00 5		- S (1		
28	6" Fire Service With Valve & Blowoff	3	EA \$	14,600.00	\$ 43,800.00	3.00		3.00 \$	4	s	1		
29	8" PVC Water Main	290	LF S	71.50	\$ 20,735.00	290.00			6	5	T		
30	All 8" Water Main Fittings	-	LS \$	9,450.00	\$ 9,450.00	1 00		-	1	59	t		
31	8" x 2" Blowoff Assembly	1	EA S	4,240.00	\$ 4,240.00	1 00		1 00 \$		· S (64		4 740.00
32	New 6" Fire hydrant Assembly to new Main	1	EA S	4,690,00 \$	\$ 4,690.00	1.00		1 00 \$		-	69		
33	New 6" Fire Hydrant Assembly to Existing Main	2	EA \$	8,660.00	\$ 17,320.00	2.00		2 00 \$	[69			[~
Ħ	Connect to Existing 8" PVC Main at 2" blow-off	1	EA \$	3,570.00	\$ 3,570.00	1.00		1.00 \$			1	1.	
35	Connect to Existing 8" PVC Main at New 8" Cross	1	LS \$	3,570.00	\$ 3,570.00	00 1		1.00 \$			1		
36	Adjust Existing Water Valve to finished grade	1	LS S	2,620.00		1 00		<u> </u>		69			
	Sewer												
37	4" SDR35, PVC Sewer Service Pipe	43	LF 5	126.00	\$ 5,418.00	43,00		43.00 S		64	69	69	5.418.00
38	6" SDR35; PVC Sewer Service Pipe	215	LF \$	133.00	\$ 28,595.00	215.00	-	215.00 \$	28,595.00	69		t	ľ
39	Connect New 4" Service to Exist. 8" Main (Insert-A-Tee)	-	EA \$	2,050.00	\$ 2,050.00	00 I		1.00 \$		6			
40	Connect New 6" Service to Exist. 8" Main (Cut in New Tee)	ŝ	EA \$	4,340.00	\$ 21,700.00	5.00		5.00 \$	21,700.00	69		69	
41	Adjust Sewer Manhole to Grade	4	EA \$	447.00	\$ 1.788.00	4.00		4.00 \$	1.788.00	69			
42	Scrvice Tap Permits	-	LS \$	670.00	S 670.00	1 00		-		64	1		
	Storm Drain		$\left \right $	-				-			•	4	
43	12" PVC Storm Drain Pipe	299	LF S	65.30	S 19.524.70	299.00		299.00 \$	19 524.70	64	4		02 VCS 01
44	15" PVC Storm Drain Pipe	61	LF S			61.00		-		. 69	t		
45	Connect New Pipe to Existing 12" PVC	1	EA S	2,230.00		1.00		-		S	1	t	12
46	Connect New lalet to Existing 12" PVC	1	EA S	1 00 1	100	-					t	t	
			-	-				A 00 1	00 1	-	A	!	001

	8 8 3 3 3 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5	EX S 2 LS S 1 1 LS S 1 1 1 LS S 1 1 1 1 LS S 2 1 <th>4,310,00 \$ 4,190,00 \$ 3,570,00 \$ 3,570,00 \$ 3,570,00 \$ 2,460,00 \$ 1,530,00 \$ 1,520,00 \$ 1,1,200,</th> <th>34,480.00 12,570.00 3,570.00 1,530.00 24,600.00 2,300.00</th> <th>8 00 3 00 1 00</th> <th></th> <th>8.00 S 3.00 S 1.00 S</th> <th>34,480.00 12,570.00 3,570.00</th> <th>64 64 64</th> <th>6 69 69</th> <th>S 34,480 00 \$\$ 12,570 00</th>	4,310,00 \$ 4,190,00 \$ 3,570,00 \$ 3,570,00 \$ 3,570,00 \$ 2,460,00 \$ 1,530,00 \$ 1,520,00 \$ 1,1,200,	34,480.00 12,570.00 3,570.00 1,530.00 24,600.00 2,300.00	8 00 3 00 1 00		8.00 S 3.00 S 1.00 S	34,480.00 12,570.00 3,570.00	64 64 64	6 69 69	S 34,480 00 \$\$ 12,570 00
	3 1 1 1 1 1 1 1 1 1 1 1 1 2 5 6 6 5 5 6 6 7 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	<u></u>		12,570.00 3,570.00 1,530.00 24,600.00 24,600.00 2,300.00	3.00			12,570.00 3,570.00	• •		
	1 1 1 1 1 1 1 1 1 1 1 1 1 25 50 50 50	<u></u>		3,570.00 1,530.00 24,600.00 2,300.00	1 00			3,570.00			
	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1			1,530.00 24,600.00 2.300.00			-	00.010.0	•	•	
	1 1 1 1 1 1 1 1 1 1 1 2 5 6 5 6 5 6			1,530.00 24,600.00 2,300.00	00 1						00.0/0.5 8
	1 1 1 1 1 1 1 1 2 3 00 5 3 1 2 2 5 2 5 6 6 1			24,600.00 2,300.00	1 00 1		1 00 1	1 530.00		3	00 05 1 3
	1 1 1 1 1 1 1 1 25 50 50 50	888 888 888 888 888 888 888 888 888 88		2,300.00	1 00		-	24 600 00	0.9		
	1 1 1 1 1 1 1 25 50 50 50	0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0			1 00	F	+-	2 300 00			
	1 1 1 1 1 1 2 5 6 5 5 6 5 1			191.00			-				
	1 1 1 1 1 1 2 5 0 5 0 5 0	~~~					•			9	9
2. Wire Control System an Irrigation Sleeving Amended Topsoil Lawn Trees plants in Plante Floweing plants in Plante Floweing plants in Plante Floweing plants in Plante Freekers Planter Pots Planter Pots Treet Signs Street Lights - 30 ft Pole w Street Lights - 30 ft Pole w	1 1 125 3100 59 50 50 50	~~ ~~ ~~ ~~ ~~ ~~		21.000.00	0.50	0.50	1 00 5	10 500 00	10 500 00	\$ 0075 00	S 21 000 00
Irrigation Slocving Amended Tepsoil Lawn Lawn Lress Flowering plants in Plante Flowering plants in Plante Flowering plants in Plante Tress Planter Pots Planter Pots Flowering Trype Street Signs Street Lights - 30 ft Pole w Street Lights - 30 ft Pole w	1 125 3100 59 52 26 52 50 50	~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~	+	11 200.00	L		050	5 600 00	+		96
Amended Tepsoil Lawn Lawn Trees Flowering plants in Plante Flowering plants in Plante Flowering plants in Plante Treek Receptical Planter Pots Planter Planter Planter Planter Planter Planter Planter Planter Planter Planter Pla	125 3100 59 5 2 26 50 50	~~~~~		19,300.00	1 00		-	00 002 61			1
Amended Tepsoil Lawn Lawn Tress Flowering plams in Plante Flowering plams in Plante Flowering plams Planter Pols Planter Pols Tree Gratts Tree Cratts Street Signs Freet Lights - 36 ft Pole w Street Lights - 30 ft Pole w	125 3100 59 59 22 26 26 52 50 50	~~~~~	-			$\left \right $	-				
Lawn Trees Trees Floweing plants in Plants Floweing plants Frack Receptical Benches Benches Trape II Barricaide Street Signu Street Lights - 36 ft Pole w Street Lights - 30 ft Pole w	3100 59 22 50 50 50	م مه مه مه مه م	28.50 \$	3.562.50	10	125.00	125 00 5	1	12 12 12 2 2	OC VOL L 3	
Tress Flowering plants in Plante Trash Receptical Benchess Planter Pots Tree Grates Street Signs Street Signs Granoval of Exating Type Renoval of Exating Type Street Lights - 30 ft Pole w	- 50 52 52 52 52 52	~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	-	1.736.00	-		_		000000		-
Flowering plants in Plante Trash Receptical Renches Planter Pots Tree Grates Street Lights - 25 ft Polew Street Lights - 30 ft Pole w	1 22 52 50 -	~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	-	45,430.00	-	00.6	\$ 006	3	6 930 00	C 583 50	£ 020.00
Trash Receptical Benches Benches Planter Pots Tree Grates Street Signs Trype II Barricade Renovau Darricade Renovau Darricade Street Lights - 30 ft Pole w	21 26 50 50	~~~~	-	17,200.00	-		+-		0000		
Benches Planter Pots Tree Grates Street Signs Type II Barricaide Removal of Existing Type Street Lights - 36 ft Pole w Street Lights - 30 ft Pole w	26 52 50	5 5 V	2,050.00 \$	45,100.00	18.00		18.00 S	36,900.00			26 900 00
Planter Pois Tree Grates Street Signs Street Signs Econo-al of Existing Type Removal of Existing Type Street Lights - 30 ft Pole w	52 50	\$ v	3,260.00 \$	84,760.00	22.00			71.720.00		64	1
Tree Grates Freet Signs Street Signs Type II Barricade Removal of Existing Type Street Lights - 25 ft Pole w Street Lights - 30 ft Pole w	- 20	2	2,180.00 \$	113,360.00	44.00		44.00 S	95,920.00			
Street Signs Street Signs Type II Barricade Rennoval of Exating Type Street Lights - 25 ft Pole w Street Lights - 30 ft Pole w	-		6,440.00 \$	322,000.00	20.00	1.00	-	128,800.00	6.440.00	5 6118.00	17
	-	1					-				
		LS \$	1.00 \$	1.00	w.		69	36	0.	64	64
	1	EA 5	391.00 \$	391.00	1.00		1.00 \$	391.00	69		301.00
	1	47	-	558.00	1.00	$\left \right $		558.00	94		
	7	Ş	6,100.00 \$	12,200.00	1.00		-	6,100.00	94	64	6
	2	Ş	7,410.00 S	14,820.00	1.00		1 00 S	7,410.00	4		
	1	ŝ	37,100.00 \$	37,100.00	1.00		1.00 \$	37,100.00		64	~
	1	S	4,320.00 \$	4,320.00	1.00		-	4,320.00	6		
	1	s	4,270.00 \$	4,270,00	1 00		1.00 \$	4,270,00			
75 Obliterate Existing Pavement Stripe	60	LF S	14.00 \$	840,00	60.00		-	840.00	74		840.00
							-				
	1	LS \$ 21		2,000.00	1.00		1 00 \$	2,000.00		69	\$ 2 000.00
77 Contractor Administrative Expense	1		100,00 S	100.00	1 00	-	<u> </u>	100.00			
						-					
	380	LF S	2.15 \$	817.00	380.00		380.00 \$	817.00	69	- S	\$ 817.00
79 Contractor Administrative Expense	T	LS S	40.00 \$	40.00	1.00		1 00 \$	40.00		3	
Change Order #3 - Pipe For Future School							-				
	1	Ş	4,930.00 S	4,930.00	1.00		1.00 S	4.930.00	s.	643	S 4 930 00
	1	ş	14,600.00 \$	14,600.00	1 00		<u>.</u>	14.600.00	9		1
82 6" SDR35, PVC Sewer Service Pipe	46	LF \$	133.00 \$	6,118.00	46,00		46.00 S	-	4		
Connect New 6" Service to Existing 8" Main	1	EA S 4	4.340.00 \$	4.340.00	1 00		-	-	5		
Change Order #4 - Strip & Compact Lot #1 Block #2			-				-	-	8		6 4,540.00
84 Clear and Grubbing (Strip 3' & Haul Off)	н	LS \$ 26	26,900.00 \$	26,900.00	1.00		1 00 5	26 900 00		*	00000 JC 3
Subgrade Compaction	1	15 5 15	15 180 00 \$	15 180 00	1 00		44				

Project Total

\$ 2,134,135,42

 Previous
 Payment This
 Payment This
 Total Payment

 Payment
 Est (w/o
 Estimate (w/
 (no Retention)

 (no retention)
 Retention)
 Retention)
 8,06,08,08
 5,1,788,704,82

 S
 1,761,272.35
 S
 24,32.50
 5,050,08
 5,1,788,704,82

e =	A 81			8150
BARBER VALLEY DEVELOPMENT 877 W MAIN ST STE 501 BOISE, ID 83702-6018	INC		COLUMBIA BANK 877.272:3678 ociumbiabank.com	34-827/1251 1181 CHECK AMMER
11 12 2	A B B	19 A 1		4/11/2022
PAY TO THE Central Paving Co., Inc.		15 N	\$	***26,060.88
Twenty-Six Thousand Sixty and 88/100*******	*****	*****	*****	********** DOLLARS
Central Paving Co., Inc. PO Box 15010 Boise, Idaho 83715	20 20			
MEMO CID Dallas Harris No. 2 pay app #6		411	AUTHORIZED SIG	NATURE MP
I#008150#			1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -	
BARBER VALLEY DEVELOPMENT INC	2	1.		8150
Central Paving Co., Inc. Date Type Reference 4/5/2022 Bill	Original Amt. 26,060.88	Balance Due 26,060.88	4/11/2022 Discount Check Amount	Payment 26,060.88 26,060.88
	× *			
		÷ ×		
Columbia/ICB- CHEC CID Dallas Harris No.	2 pay app #6		- -	26,060.88
BARBER VALLEY DEVELOPMENT INC		· · ·		8150
Central Paving Co., Inc. Date Type Reference 4/5/2022 Bill	Original Amt, 26,060.88	Balance Due 26,060.88	4/11/2022 Discount Check Amount	Payment 26,060.88 26,060.88
				н П. 14 с

Columbia/ICB- CHEC CID Dallas Harris No. 2 pay app #6

	DISTRIBUTION TO: OWNER CONSTRUCTION MANAGER	CONTRACTOR		actor's knowledge, information and belief the ed in accordance with the Contract - Work for which previous Certificates of 44-6-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0		2 4-11-7072-	1	1008 MICHANNE	ANA MOTARY OF ANOTARY OF ANOTARY	Commence All	(A) is which and (b) had comprising this of the back d they chowledge. The back d with is in accordance with at of the AMOUNT CERTIFIED.	46,326.17	pplied. Initial all figures on this onform with the amount certified.)	Date: 4.15.22		Дака	payable only to the Contractor named	tt prejudice to any rights of the Owner or
ger as Adviser Edition	APPLICATION NO: 7 000 APPLICATION DATE: 7 000 PERIOD TO: 03//31/22	CONTRACT DATE:	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	due. CONTRACTOR: Central Paving Co., Inc.	PCL -10 0	000	vom to before me	this 45% dayof April 1 & Notary Public bound of an and a post of a	CERTIFICATE FOR PAYMENT	In accordance with the Contract Documents, based on evaluations of the work and the basic comprising this application, the Construction Manager(s) certify to the Owner that of the based of the theored action information and belief the Work has progressed as indicated, the qualify brine Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.	AMOUNT CERTIFUED	(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.)	CONSTRUPTION MANDER PORT	CONSTRUCTION MANAGER		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
Construction Manager					2,059,110.42 ^d 77,822.39 C	2,136,932.81 1,837,469.21	d to C		\$ 91,873.46 N \$ 1,745,595.75 N	\$ 1,699,269,58	11 \$ 46,326.17 12 a	A	.> <		DEDUCTIONS		•	-
ayment,		IA CONSTRUCTION ANAGER(S):		vith the Contract AIA	and a second	n I on G703)	91 873 46		(1)	Tayon - Line	299,463.60	207,590,14			ADDITIONS			
AIA Document G732 2 09 Application and Certification for P	BARBER VALLEY DEVELOPMENT	FROM CONTRACTOR: CENTRAL PAVING CO., INC MANAGER(S):	Contact Terry McEntee CONTRACT FOR: Daltas Harris No. 2	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.	8 10	 CONTRACT SUM TO DATE (Lise 1+- 2) TOTAL COMPLETED AND STORED TO DATE (Column I on G703) DATE COMPLETED AND STORED TO DATE (Column I on G703) 	5% % of Completed Work 1.837 469 21	(column $F + G$ on $G/03$ (column $F + G$ on $G/03$) b. 5% % of Stored Material	 (Column H on G703 Total Retainage (Lines 5a + 5b, or Total in Column L on G703) TOTAL EARNED LESS RETAINAGE TOTAL EARNED LESS RETAINAGE 	7. LESS PREVIOUS CERTIFICATES FOR PAYMENT.	(Line 5 from prior Certriteate) 8. CURRENT PAYMENT DUE 9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 minus Line 6)	 DALANCE TO FINISH, EXCLUDING RETAINAGE (Column K from G703) 	Check here for request to release retainage.		SUMMARY OF CHANGES IN THE WORK	Total changes approved in previous months by Owner Total approved this month including Construction Change Directives	TOTAL	NET CHANGES IN THE WORK

4/115/122

2
th #
01
.s
larr
ST
alla
Q

Pay Estimate #7 Date: 4-01-22 Contractor - Central Paving

	B	Bid						10.3			Current		
Chent Bid #	Description	≥.	Units	Uait Price	Total	Previous	Current	Total	Previous	Current	*	u	Total
	Dallas Harris South #2		-										
1	Mobilization	1	LS S	91,171.87 \$	91.171.87	1 00		1,00 \$	91,171 87	69	5	69	91.171.87
2	Demobilization	I	LS S	14,600.00 \$	14,600.00	1.00		1.00 \$	14,600 00	69	64	t	
3	Bonds	1	LS S		13,100.00	1.00		1.00 \$!	64	ľ	
4	Insurance	1	LS \$	1.00 \$		5		-	1	69	64	t	
	General Site Work												
w	Clear & Grub	3.3	AC \$	6,900.00 \$	22,770.00	3.30		3.30 S	22,770.00	5	69		
9	Site Structural Filt	9257	CY \$	20.00 \$	185,140.00	9.257.00		9.257.00 \$	Г	69	64	t	185 140 00
7	Project Dewatering	-	LS S	26,800.00		1 00	1454	1		1	S	t	
80	Tackifier	4	AC S	726.00 5	1.452.00					4	4		
6	Hydroseeding	2	AC S	2,850.00						4	o ¢∕	9 64	
10	Excavation to Subgrade	1468	CY S	13.80	[]	1 468 00		1468.00 5	20.258.40		t	16	01 920 00
11	Remove Existing Fence	400				400.00					t	9 6	
12	Traffic Control	-	LS S	7.590.00	L	1 00		-	7 590.00	- u	96	T	ſ
	Roads	•		-		2		_	הההבר"ו	9	9	A	00.060.1
13	Road & Sidewalk Subgrade Compact & Prep	13737	SY S	1.25 \$	17.171.25	13 737 00	A Subset	13 737 00 \$	2017171		64	U	2012121
14	6" Minus Uncrushed Aggregate Subbase (Imported)	2256				2 256 00			67 454 40		t	9 9	
15	3/4" Minus Crushed Aggregate Base Coarse	1514	CV S	54.70 \$	Ľ	1.514.00	il all all all all all all all all all a	-	87 81 5 80		64	T	
16	2-1/2" SP-3, 1/2" mix, PG 58-28 Asphalt Concrete	3932	SY S			3.932.00			42 072 40	9 64	ə 64	9 64	P
17	3" SP-3, 1/2" mix, P-64-28 Asphalt Concrete	2575	SY S		L	2.575.00	TOXA C	2.575.00 \$	32,445.00	69	+		Ľ.
18	5" SP-3, 1/2" mix, P-64-28 Asphalt Concrete (Two Lift Placement per ACHD)	395	SY A			201.00	TO LASS						
10	Type "P" Asobalt Renair	20	-	+ 00-0C		00.060			00 016 77	5	~	-	22,910.00
20	Saw Cut Existing Asphalt	250	10		05.1/51	00.16		9 00 16	061167	.! ^ 6	:4 (
21	Standard 6" Vertical Curb and Gutter and Base Course	3545				2 545 00	the second	a 00 313 c	000000		A 6	Ť	
22	6' Wide Concrete Sidewalk and Base Course	688	SY S	37.90 5		688.00			00 200 90	9 64	9 6	A 6	
23	15' Wide Concrete Sidewalk and Base Course	5003			1~	4 105 00		4 105 00 \$	165 021 00		9 64	9 6	00100571
24	Concrete Pedestrian Ramps	14	EA S			14 00	10000	-	20 720 00		9 64	9 64	
	Water												Ľ
25	Install new 1" water service and meter setting	1	EA S	2,450.00 \$	2,450,00	1 00		1 00 \$	2,450.00	•	69	69	2.450.00
26	2" Water Service with 1- 2 Inch Setting	3	EA S	4,930.00 \$	14,790.00	3.00			14,790.00	64	59	1	[
27	2" Irrigation Service	1	EA S	-		1 00		-	3,980.00	69	- 14		
28	6" Fire Service With Valve & Blowoff	3	EA S	14,600.00 \$	43,800.00	3 00	ALL STA	3 00 \$	43,800.00	69	69	64	4
29	8" PVC Water Main	290	LF S	71.50 \$		290.00			20,735.00	5	s		
30	All 8" Water Main Fittings	-	LS \$	9,450.00 \$	9,450.00	1.00	1212	1.00 5	9,450.00	60		69	
31	8" x 2" Blowoff Assembly	-	EA \$	_		1 00	112.000		4,240.00	69	8		
32	New 6" Fire hydrant Assembly to new Main	-	EA \$	4,690.00 \$		1 00	1-1-1-1-	1.00 \$	4,690.00	69	69	69	
33	New 6" Fire Hydrant Assembly to Existing Main	2	EA \$	8,660.00 \$	-	2.00			17,320.00	69	S	1	Γ
34	Connect to Existing 8" PVC Main at 2" blow-off	-		3,570.00 \$		1_00	and the second		3,570.00	69	S	1	
35	Connect to Existing 8" PVC Main at New 8" Cross	-	-	-		1.00	E - 1	1 00 \$	3,570.00	5	64	1	
36	Adjust Existing Water Valve to finished grade.	-	LS S	2,620.00 \$	2,620.00	1.00		1.00 \$	2,620.00	69	ev.	69	
	Sewer												
37	4" SDR35, PVC Sewer Service Pipe	43	LF S	-		43.00	TIME I	_	5,418,00	69	64	64	
38	6" SDR3S, PVC Sewer Service Pipe	215	LF S		28,595.00	215.00		215.00 \$	28,595.00	' S	S	69	28,595.00
39	Connect New 4" Service to Exist. 8" Main (Insert-A-Tee)	-	EA 5	-		1.00	N. W. H.	1.00 \$	2.050.00	69	69	•	
40	Connect New 6" Service to Exist. 8" Main (Cut in New Tec)	S		4,340.00 \$	21,700.00	5.00	0000000	5.00 \$	21,700,00	69	69	69	
41	Adjust Sewer Manhole to Grade	4				4.00	1010 320	-	1.788.00	9 64	\$	•	
42	Service Tap Permits	-	LS S	670.00 \$	670.00	1.00		1.00 \$	670.00	69	64	69	
	Storm Drain												
43	12" PVC Storm Drain Pipe	299	LF S	65.30 \$	19,524.70	299.00	0.52.00	299.00 \$	19.524.70	69	s	69	19.524.70
44	15" PVC Storm Drain Pipe	61				61.00			5.270.40		64	•	
45	Connect New Pipe to Existing 12" PVC	-	EA S	2,230.00 \$	2,25	00-1	10000	1.00 \$	2,230,00	•		69	2,230,00
46	Connect New Inlet to Existing 12" PVC	-	EA S	1.00 \$	1.00	00 1	2001	1-00 \$	1 00	69	69	64	1 00
47	Type I Catch Basin	11		A ALL A ALL A									

Numerican 1 N 3 0.10 3 0.00	9			4					ļ					
International matrix processing matrix proc	4		~	_	4,310.00		8 00	1	_	34,480		64	Ū	34,480,00
Instrument with the function of the fun	R	New 43 Std. Concrete Storm Drain Manhole	m		4,190,00		3 00	21-0-1-1-	-			69		12,570 00
Internationality for the constraint of the	51	Adjust Storm Drain Manhole to Grade	-	-	3,570.00		00 1					\$	1	3,570.00
Image: interpretation in the interpretation interpretation in the interpretation in the interpretation in the	22	SWPPP		_										
International constraints 1 1 2 <td>25</td> <td>Frequencies and rule owners, birlou, ACAD ESC Flam</td> <td>-</td> <td>_</td> <td>1,530.00</td> <td>4</td> <td>1 00</td> <td></td> <td>_</td> <td></td> <td>ł</td> <td>S</td> <td></td> <td>1,530,00</td>	25	Frequencies and rule owners, birlou, ACAD ESC Flam	-	_	1,530.00	4	1 00		_		ł	S		1,530,00
Indefinition 1 1 1 2 2000 1 0	8 5	Continuoudi Frances and Musical Durate		-	24,600,00		1 00	A DAY OF			69	ы		24,600.00
Interference and sectors 1 <th1< th=""> 1 1 1</th1<>	ħ		-	_	2,300.00	~	1,00				•	69	5	2,300,00
Exercise 1<	8	FINAL SICE JUSPECTION AND FILE ENUL	-	_	191.00		2	1.00		•		ŝ	-	191 00
Descent sector 1 <th1< th=""> 1 1 <</th1<>	ì	Lingation		-									-	
Partner currents 1 <th1< th=""> 1 1</th1<>	ร	Complete Fine Irrigation Design, Materials and Installation	-	_	21,000.00	1	1 00		1_00 5			-	69	21,000,00
Inclusion Inclusion <t< td=""><td>57</td><td>2-Wire Control System and Rainbird Controller</td><td>-</td><td></td><td>11,200.00</td><td></td><td>0.50</td><td>020</td><td></td><td></td><td></td><td>69</td><td>-</td><td>11.200.00</td></t<>	57	2-Wire Control System and Rainbird Controller	-		11,200.00		0.50	020				69	-	11.200.00
Interfacient Interfacient 131	58		1		19,300.00	- 1	1,00	TANK TO A	-		5		-	19300.00
Amend The relation 113 C / 1 / 2 / 2 / 2 / 2 / 2 / 2 / 2 / 2 / 2														
man man junction junct	59	Amended Topsoil	125		28.50	1	125.00					,	4	295 5
Terrel Terrel Solution Solution <th< td=""><td>60</td><td></td><td>3100</td><td></td><td>0.56</td><td></td><td></td><td>3.100.00</td><td></td><td></td><td></td><td>69</td><td>_</td><td>1 736</td></th<>	60		3100		0.56			3.100.00				69	_	1 736
Hereinglause intract-fract T S 17,20000 5 17,2000 5 17,20000 5 17,20000 5 17,2000 5 17,2000 5 17,2000 5 17,2000 5 17,2000 5 17,2000 5 17,2000 17,2000 5 17,2000 17,2000 17,2000 17,2000 17,2000 17,2000 17,2000 17,2000 17,2000 17,2000 17,2000 17,2000 17,2000 17,2000 17,2000 17,2000 17,2000 17,2000 12,2000 12,000 <td>61</td> <td>×</td> <td>(59)</td> <td></td> <td>770.00</td> <td></td> <td>00 6</td> <td>42.00</td> <td></td> <td></td> <td>m</td> <td>30</td> <td>20</td> <td>39 770 00</td>	61	×	(59)		770.00		00 6	42.00			m	30	20	39 770 00
Transformed Transformed <thtransformed< th=""> <thtransformed< th=""></thtransformed<></thtransformed<>	62	Flowering plunts in Planter Pots)		17,200.00		13. 1				L .			
Renew 226 Ki, S 3.260.01 5.470.00 2.20 6.770.01 5.770.01 </td <td>63</td> <td>Trush Receptical</td> <td>22</td> <td>EA S</td> <td>2,050.00</td> <td></td> <td>18.00</td> <td>A STATIST</td> <td>-</td> <td>Р</td> <td></td> <td></td> <td>1</td> <td>36 900 00</td>	63	Trush Receptical	22	EA S	2,050.00		18.00	A STATIST	-	Р			1	36 900 00
Huner free Description 23 15 2.133.000 24.00 5 2.133.000 24.00 5 2.930.00 2.930.00	64	Benches	26		3,260.00		22 00	AND DESCRIPTION					t	71 720 00
Inc Grate The Grate State	65	Planter Pots	52		2,180.00		44.00	100 million					t	100 20
Street Signe and Legiblet, 1 </td <td>66</td> <td>Tree Grates</td> <td>50</td> <td></td> <td>6,440.00</td> <td></td> <td>21.00</td> <td>The second se</td> <td></td> <td>17</td> <td>ľ</td> <td>o 64</td> <td>t</td> <td>125,07</td>	66	Tree Grates	50		6,440.00		21.00	The second se		17	ľ	o 64	t	125,07
Bitrolities Distrolities Distrolities </td <td></td> <td>Street Signs and Lighting</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>ľ</td> <td>•</td> <td>9</td> <td></td>		Street Signs and Lighting									ľ	•	9	
Tyre II Barrielse, Insertielse, Funct Unitse, Strate On Strate Unitse, Strate On Strate Unitse, Strate On Strate	67	Street Signs	1	· · · ·	1.00		8	A CONTRACTOR	64			2		
Iteration Iteration <t< td=""><td>68</td><td>Type II Barricade</td><td>1</td><td></td><td>391.00</td><td></td><td>1.00</td><td>112</td><td>-</td><td></td><td></td><td></td><td></td><td>105</td></t<>	68	Type II Barricade	1		391.00		1.00	112	-					105
Start Light: 3ft Rev ind Lask Finance 2 L 5 6 1000 5 10000 5 10000 5 10000 5 10000 5 10000 5 10000 5 10000 5 10000 5 10000 5 10000 5 10000 5 10000 5 10000 5 10000 5 10000 5 10000 5 10000 10000 10000 100	69	Removal of Existing Type II & III Barricades	1		558.00		1.00	Series Street	1			9 64		258.00
Strete Lights - 301 For wind Case S France 1 1 5 7,4100 5 7,4100 5 7,4100 5 7,4100 5 7,4100 5 7,4100 5 7,4100 5 7,4100 5 7,4100 5 5 3 <th< td=""><td>70</td><td>Street Lights - 25 ft Pole with Class A Fixture</td><td>2</td><td></td><td>6,100.00</td><td>11</td><td>1.00</td><td>1.00</td><td><u> </u></td><td>0</td><td></td><td>ľ</td><td>-</td><td>10 200 00</td></th<>	70	Street Lights - 25 ft Pole with Class A Fixture	2		6,100.00	11	1.00	1.00	<u> </u>	0		ľ	-	10 200 00
Storet Light Exercised Contract & Yreig 1	-12	Street Lights - 30 ft Pole with Class B Fixture	7	EA \$	-		1.00		_				+	7 410 00
Private Casting and Stripping at a stripping at	72	Street Light Electrical Conduit & Wire	-	_	37,100.00		1.00	S 1 0	_				9 6	001 22
Perment Stripting and Symols 1 1 1 1 1 1 1 2 4,27000 100 100 5 4,27000 5 - 5 5 5 5 5 5 5 5 5 <td>73</td> <td>Powder Coat Street Signs & Poles</td> <td>1</td> <td>-</td> <td>4,320.00</td> <td></td> <td>1 00</td> <td>2000</td> <td></td> <td></td> <td></td> <td>9 64</td> <td>9 64</td> <td>00.001.10</td>	73	Powder Coat Street Signs & Poles	1	-	4,320.00		1 00	2000				9 64	9 64	00.001.10
Oblitzente Existing Protenor Strip. 60 L 5 100 5 20000 5 20000 5 5 5 7 7<	74	Pavement Striping and Symbols	1	-	4,270.00		1.00	Ser Cox	-				16	00 020 1
Classe Onter #1. Tree Remont 1 L S 2,000,0 S 2,000,0 S S 0	75	Obliterate Existing Pavement Stripe	60	_	14.00		60.00	1200-00	-				9 6	240.00
Tree and Stump Remonal 1 LS 5 20000 5 20000 5 100 5 10000 5 4 5 5 2 Construction Remonal Tage Order #2. Temporary Faster Around Faod Trucks 1 L 5 20000 5 1000 5		Change Order #1 - Tree Removal							+		4	9	9	0+0
Contractor Contractor 1 LS 2 10000 5 10000 5 1 5 2	76	Tree and Stump Removal	1	+	2,000.00		1.00	8	-			6	t	00 000 6
	11	Contractor Administrative Expense	1	-	100.00		1.00	The second	-				T	00 001
Construction Fence Inscallation 380 IF 5 2.15 5 81.700 5 100 5 1700 5 5 5 5 5 4.000 100 5 4.000 5 5 5 5 5 5 5 4.000 5 4.000 5<		Change Order #2 - Temporary Fence Around Food Trucks							-				•	100
Currator Administrative Express 1 Ls 4 0.00 5 40.00 5 40.00 5 5 6 7 5 5 4 5 4 5 4 5 4 5 4 5 4 5 4 5 4 5 4 5 4 5 4 5 4 5 4 5 4 5 4 5 4 5 4 5 6 100 5 4 5 5 4 5 5 4 5 6 100 5 1 6 5 4 5 6 100 5 5 4 5 <	78	Construction Fence Installation	380	-	2.15		380,00					64		817.00
Change Order #3 - Pipe For Future School I EA S 4,330.00 S 4,330.00 S 4,330.00 S 4,300.00 S <t< td=""><td>79</td><td>Contractor Administrative Expense</td><td>1</td><td></td><td>40,00</td><td></td><td>1 00</td><td></td><td></td><td></td><td></td><td>64</td><td></td><td>40.00</td></t<>	79	Contractor Administrative Expense	1		40,00		1 00					64		40.00
2r Water Service 2r Water Service 2r Water Service 1 En 3 4,930.00 5 4,930.00 5 6 7 5 1 6 5 1,600.00 5 6 7 9 7 9 7 9 7 9 7 9 7 9 7 9 7 9 7 9 7 9 7 9 7 9 7 9 7 9 7 9 7 9 7 10 10 10 10 10 10 10 </td <td></td> <td>Change Order #3 • Pipe For Future School</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>-</td> <td></td> <td></td> <td>•</td> <td></td> <td>F</td>		Change Order #3 • Pipe For Future School							-			•		F
6' FreeService With Valve and Blowoff 1 EA 5 14,6000 5 14,6000 5 6,118,00 5 6 7 5 Connect Network 1 EA 5 133.00 5 4,134,000 5 6,118,00 5 6 7 5 5 7 5 5 5 133.00 100 100 7 9 5	8	2" Water Service	1	-	4,930.00		1_00	105				69	T	4 930 00
C SDR35, PVC Server EPrice 45 LF 5 133.00 5 6.118.00 6 6.600 5 6.118.00 5 5 7 5 5 5 1 E 5 1.33.00 5 6.118.00 5 6.118.00 5 6.118.00 5 6.118.00 5 6.118.00 5 5 5 5 5 5 5 4.340.00 5 4.340.00 5 4.340.00 5 4.340.00 5 4.340.00 5 4.340.00 5	81	6" Fire Service With Valve and Blowoff	1		14,600.00		1.00	· ·	-	[64	t	14 600 00
Connect New of Service to Existing 8" Main. 1 EA 5 4,340.00 5 4,340.00 5 6 7 5 5 7 5 5 7 5 5 7 5	82	6" SDR35, PVC Sewer Service Pipe	46		133.00		46.00	11000	-			64	t	6 118 00
Change Order #1. Strip & Compact Lot #1 Block #2 1 LS 5 26,900.00 5 26,900.00 100 100 5 <t< td=""><td>83</td><td>Connect New 6" Service to Existing 8" Main</td><td>1</td><td>-</td><td>4,340.00</td><td></td><td>1 00</td><td>10-0-10</td><td>-</td><td></td><td></td><td></td><td>t</td><td>A 240.00</td></t<>	83	Connect New 6" Service to Existing 8" Main	1	-	4,340.00		1 00	10-0-10	-				t	A 240.00
Cterr and Crubbine (Strip 3 & Haul Off) 1 LS 5 2.6,900.00 5 <th< td=""><td></td><td>Change Order #4 - Strip & Compact Lot #1 Block #2</td><td></td><td></td><td></td><td></td><td></td><td></td><td>+</td><td></td><td></td><td></td><td>t</td><td>F</td></th<>		Change Order #4 - Strip & Compact Lot #1 Block #2							+				t	F
Subgrade Compaction 1 LS \$ 15,180,00 \$ 100 \$ 100 \$ 100 \$ 15,180,00 \$ <td>84</td> <td>Clear and Grubbing (Strip 3' & Haul Off)</td> <td>-</td> <td>-</td> <td>26,900.00</td> <td></td> <td>1 00</td> <td></td> <td>-</td> <td></td> <td></td> <td>÷</td> <td>6</td> <td>76 900</td>	84	Clear and Grubbing (Strip 3' & Haul Off)	-	-	26,900.00		1 00		-			÷	6	76 900
Change Order #5 - Additional Stepsing and Signage Install Multiple Additional Signs and Thermoplastic I LS \$ 2,5664.18 \$ 2,664.18 I.00 I 00 \$ 5 \$ 2,664.18 \$ 2,550.97 \$ 2 \$ 2 \$ 2,530.97 \$ 2 \$ 2 \$ 2,530.97 \$ 2 \$ 2 \$ 2,530.97 \$ 2 \$ 2 \$ 2 \$ 2,530.97 \$ \$ 2 \$ 2 \$ 2,530.97 \$ \$ 2 \$ 2 \$ 2 \$ 2 \$ 2 \$ 2 \$ 2 \$ 2 \$ 2	85	Subgrade Compaction	-		15,180.00		1 00		-				9 6	15 180.00
Install Multiple Additional Signs and Thermopliastic 1 15 5 2,664.18 2 2,564.18 2 2,530.97 5 2 Contractor Administrative Expense 1 L 5 133.21 5 133.21 5 133.21 5 133.25 5 7 5 5 Contractor Administrative Expense 1 L 5 133.21 5 133.21 5 126,55 5 5 Project Total Project Total Project Total Payment This Payment This Payment This Payment This 7 otal P.	00	Change Order #5 - Additional Stripping and Signage							4		1		-	10,100
Contractor Administrative Expense 1 LS \$ 133.21 \$ 133.21 \$ 133.21 \$ 133.21 \$ 133.21 \$ 126.55 \$ Previous Payment This Payment W Project Total Payment Est (w/o Estimate (w/ Cno Ret	8 8	Install Multiple Additional Signs and Thermoplastic	e a		2,664.18			1.00			0	CI		2,664,18
Previous Payment This Payment This Payment Est (w/o Estimate (w/ (no retention) Retention) / Retention)	8/	Contractor Administrative Expense	H		133.21			1.00						133.21
(no retention) Retention) / Retention)						Project Total				Previous	Payment This Est (w/o	Payment Th Estimate (v		ital Paym
										•				
	COLUMBIA BANK 8170 877.272.3678													
---	------------------------------------													
BARBER VALLEY DEVELOPMENT INC 877 W MAIN ST STE 501 BOISE, ID 83702-6018	columbiabank.com 34-827/1													
	5/9/2022													
AY TO THE Constral Device On the														
RDER OF Central Paving Co., Inc.	\$ **46,326.17													
Forty-Six Thousand Three Hundred Twenty-Six and 17/100*** Central Paving Co., Inc. PO Box 15010														
Forty-Six Thousand Three Hundred Twenty-Six and 17/100*** Central Paving Co., Inc.	******************************													
Forty-Six Thousand Three Hundred Twenty-Six and 17/100*** Central Paving Co., Inc. PO Box 15010 Boise, Idaho 83715	DOLLA													
Forty-Six Thousand Three Hundred Twenty-Six and 17/100*** Central Paving Co., Inc. PO Box 15010	******************************													

BARBER VALLEY DEVELOPMENT INC

Central Paving	Co., Inc.			5/9/2022		
Date Type R 5/9/2022 Bill	leference	Original Amt. 46,326.17	Balance Due 46,326.17	Discount Check Amount	Payment 46,326.17 46,326.17	

Columbia/ICB- CHEC Pay App #7 CID

BARBER VALLEY DEVELOPMENT INC

Centr	al Paving Co., Inc.			5/9/2022	
Date	Type Reference	Original Amt.	Balance Due	Discount	Payment
5/9/2022	Bill	46,326.17	46,326.17		46,326.17

46,326.17

8170

8170

Check Amount

46,326.17

Payment, Construction Manager
VIA CONSTRUCTION
CENTRAL PAVING CO., INC MANAGER(S): Contact: Terry McEntee
the Contract. AIA Document G703,
ORIGINAL CONTRACT SUM
)= 92,733.46
\$ 92,733.46 \$ 1,761,935.75
\$ 1,745,595,75 \$ 16,340.00
X Check here for request to release retainage. Final Carvent billing is \$16,340°00 + additional retention
release of \$92.733.46 = Total Payment Due \$109,073.46
ADDITIONS DEDUCTIONS
3

n - 4

0m 7-5-22

•

ŧ
South
arris
las H
Dal

Pay Estimate #8 Date: 5-11-22 Contractor - Central Paving

Client Bid #	Description	Bid Quantity U	Units	Unit Price	Total	Previous	Current	Total	Previous	Current	Current w/Retention	Total
	Dallas Harris South #2							100				
1	Mobilization	1	I S	91,171.87 \$	91,171.87	1 00	12 12	1 00 \$	91.171.87		3	€ 01 171 87
7	Demobilization	1	-s			1 00	1000 T	+-	14 600 00			
3	Bonds	1	s -	13,100.00 \$		1 00		-				-
4	Insurance	1	I S	-		120	10.12	_		, м	a 64	
	General Site Work							t				9
22	Clear & Grub	3.3	1 5	6,900.00 \$	22,770.00	3.30	1000	3.30 S	22.770.00	69	2	075.00 2
9	Site Structural Fill	9257	s	20.00 \$	1	9.257.00		-	185 140 00	64	1 4	C 105 140 00
Þ	Project Dewatering	1	S			1 00			26 800 00	64		9 6
∞	Tackifier	5	1		Ē.			-	20000	9 64		96
6	Hydroseeding	2	S	-			The state	T			9.64	96
10	Excavation to Subgrade	1468	5	-	ľ	1 468 00		1 1460 00 8	20.250 40	9.6	9 6	
11	Remove Existing Fence	400	-		Ŀ	400.00		-	00000	A 6	A 6	2
12	Traffic Control	-				001		-	00.002	- -	A	
	Roady			-1		1.00		1 00	00'065"/	A	A	\$ 7,590.00
13	Road & Sidewalk Subgrade Compact & Prep	13737	0	1 75 ¢	3C 171 7F	12 727 00	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	a 00 LCL C1	20 121 21	e	e	
14	6" Minus Uncrushed Aggregate Subhase (Imported)	2256				00 350 0		0 00 75/ C	C7 1/1-/1	AG		
15	3/4" Minus Crushed Aggregate Base Coarse	1514	5	_		1 514 00		-	04 47 47	A 6	4 6	
16	2-1/2" SP-3, 1/2" mix, PG 58-28 Asphalt Concrete	3932	. v		L	102200	100 - SOL		00 010 00	AG	A 4	
17	3" SP-3, 1/2" mix, P-64-28 Asphalt Concrete	2575	5		E	00.252.0		9 00 775 C	22 445 00	96	A 6	8 42,0/2,40
18	5" SP-3, 1/2" mix, P-64-28 Asphalt Concrete (Two Lift Placement per	305	w			000		+-	00,011,40	9	9	00.544.75 0
10	ACHD) True "D" Amhult Damir		5	58.00 \$		395 00	1		22,910,00	69	s	S 22,910,00
10	spine e Aspitate August	97	s	_		97 00	and a state of	97.00 S	2,977,90	69	69	S 2.977.90
14		550	s	-		550.00	H AND	550 00 \$	1.512,50	s,	s.	
17		3545	s			3.545.00	222	3.545.00 \$	67,000.50	S	s.	\$ 67,000.50
77		688	~	-+	- 1	688.00		688.00 S	26,075,20	Ф	69	
64		5003	'n	-+	~	4,105.00		-	165.021.00	64	\$	S 165.021
+7		14	ŝ	1,480.00 5	20,720.00	14.00		14.00 S	20,720,00	A	69	\$ 20,720.00
75	Protell new 11 sector interior and actor and actor		-	-				_				
50		-	s	-+		1.00	SUL SUL	1 00 S	2.450.00	S	5	S 2.450.00
70	2 Water Service With 1- 2 Inch Setting	m	s	4,930.00 \$		3 00	ENTRE I	3,00 S	14,790,00	64	69	S 14.790
17			s	-		1.00	20-02	1.00 S	3.980,00	S S	•	S 3,980.00
R7	0" Fire Service With Valve & Blowoff	3	s	14,600.00 \$		3.00	2000	3.00 \$	43,800,00	64	* S	\$ 43,800.00
67	8" PVC Water Main	290	s	71.50 \$	20,735.00	290.00	Provent and	290.00 \$	20,735,00	69	69	Ľ
30	All 8" Watter Main Fiftings	1	s	-		1.00	and the second	1 00 \$	9,450.00	69	•	Ľ
31	8 X Z Blowoll Assembly	-	\$	-		1.00		I_00 \$	4,240.00	69	64	
52	New 6" Fire hydrant Assembly to new Main	1	ŝ	_		1.00	ALC: N	1_00 S	4,690.00	., 69	69	Ľ
55	New of Fire Hydrant Assembly to Existing Main	2	s	8,660.00 S	17,320.00	2 00	The life of	2.00 \$	17,320.00	69	5	[
40 1.0	Connect to Externit 8" PVC Main at 2" blow-off	-	s	-		1.00	Street and	1.00 \$	3.570.00	69	59	
CC 20	CONNECT ID EXISTING 8 FYL MAIN 21 NEW 8 Cross		s	_		1 00		1.00 5	3.570.00		643	
30	Adjust Existing Water Valve to finished grade	-	5	2,620.00 \$	2,620.00	1 00	Section 1	1_00 \$	2.620.00	60	s	Ű
	Sewer		_									
5/	4. DIKUS, PVC Sewer Service Pipe	43	s	-		43.00		43.00 \$	5,418.00	s S	s	\$ 5418.00
38	6" SDR35, PVC Sewer Service Pipe	215	s	133.00 \$	28,595.00	215.00	- Contraction	-	28.595.00	69	64	ſ
39	Connect New 4" Service to Exist, 8" Main (Insert-A-Tee)	I	\$	2,050.00 \$	2,050.00	1.00	The state	1.00 \$	2.050.00	64	S	
40	Connect New 6" Service to Exist. 8" Main (Cut in New Tee)	w	ŝ	4,340.00 \$	21,700.00	5.00		-	21,700.00	5	641	ľ
41	Adjust Sewer Manhole to Grade	4	s	447.00 \$	1,788.00	4.00	10000	4.00 S	1.788.00	69	S	L
42	Service Tap Permits	1	5	670.00 \$	670.00	1.00	CONTACTOR NO.	+	670.00	64	6 64	
	Storm Drain							-				
43	12" PVC Storm Drain Pipe	299	\$	65.30 \$	19,524.70	299.00		299.00 S	19.524 70	•	64	S 1957470
44	15" PVC Storm Drain Pipe	61	15	86.40 \$	5,270,40	61.00	COLOR S		5.270.40		69	
45	Connect New Pipe to Existing 12" PVC	I	S	2,230.00 \$	2,230,00	1.00			2,230.00	69	64	\$ 2230.00
46	Connect New Inlet to Existing 12" PVC	1	s	1.00 \$	1 00	1.00	A North Colored		001			l
				-	2014		The second se	A 00 1	1:00	A) A	001

				00,000,000 0	nn ncn'nt ¢	00.0	the second	2 00 0	10.050.00	\$	5	0	64	10.050.00
49	Core Drill & Connect to Existing Manhole/Inlet	8			\$ 34,480.00	8.00	the state	8 00 5	34 480 00	-		3		UU UAK V.C.
50	New 48" Std. Concrete Storm Drain Manhole	3		\$ 4,190.00	\$ 12,570.00			1	12 570.00					04.40
51	Adjust Storm Drain Manhole to Grade	-	-				110 million - 110	-	2 570.00	9 6	T			00.0/0.71
	SWPPP						5	_	00'0/0'5	a		×	0	3,570.00
52	Prepare and File SWPPP, ENOI, ACHD ESC Plan	-		1.530.00	\$ 1.530.00	1 00		3 00 1	1 520.00				4	-
53	Install all BMPs Prior to Construction	-	-		1			11	2000021			•	2	1.530.00
54	Continuously Inspect and Maintain BMP's	-	1 s	2.300.00	L				0000000	n 6	A 6		Т	24,600,00
55	Final Site Inspection and File ENOT	-	51	191.00				-	00 101	-		•	9 6	00 101
	Irrigation							-	ANY CO	-	1	•	9	14
56	Complete Fine Irrigation Design, Materials and Installation	1	5	21,000.00	\$ 21,000.00	1.00	Car Ca	1 00 5	21 000 00	4			6	01 000 00
57	2-Wire Control System and Rainbird Controller	1	15	11,200.00	\$			-	00 000 11		t			11 200 00
28	Irrigation Sleeving	1	s I	19 300 00	s			-	19 300 00		1		96	10 200 00
	Landscaping							-				i i		nor c
59	Amended Tapsoil	125	\$ \$	28.50	\$ 3,562.50	125.00	1	125 00 S	3 562 50	÷⁄		103		2 567
60	Lawn	3100	S S	0.56		m	3,1(-	1 736 00	-		ľ	9 64	1 736 00
61	Trees	59	15	770.00	\$ 45,430.00	51.00		51.00 S	39.270.00	-	t			30 270 00
62	Flowering plants in Planter Pots	1	S	17,200,00	\$ 17,200.00		1.00			\$ 17,200.00	+	16 340 00		00.000.21
63	Trash Receptical	22	2	2,050.00	\$ 45,100.00	18.00		18.00 S	36,900,00		5			36 900 00
64	Benches	26	ŝ	3,260.00	\$ 84,760.00			22,00 \$	71.720.00	64	•			71 720 00
65	Planter Pots	52	5	2,180.00	\$ 113,360.00	44.00	4	-	95,920.00	69	1		Ŀ	00 026 56
8	LICE Grates	20	5	6,440.00	\$ 322,000.00	21.00		21,00 S	135,240,00	69	69	Ŧ	1	35.240.00
13	Street Signs and Lighting													
10	June II Barriede	-	ŝ	1.00					1	64	69 ,	3	69	1
00	Removed of Evidence True II & III Burnarday	-		391.00				1.00 \$	391.00	\$	69	9	69	391,00
10	Street Lights - 75 ft Polo with Class A Estimat	-	~	558.00			100	-	558.00	s		35	s	558.00
12	Street Lights - 20 ft Polo with Class R Evence		^	6,100.00		2.00			12,200.00	s	s.	Ţ	1 S	12,200,00
	Street Licht Flootifeel Conduit 2, 11/2-0	8	5	7,410.00		1.00		1.00 S	7,410.00	64	- S		69	7,410,00
14	Product Equit Electrical Conduct & Wire Product Cost Streed Sizes & Delow	- -	S	37,100.00	"	001		-	37.100.00	69	دی د	1	S 3	37,100.00
24	Payment Strining and Somhals	-		4,320.00		1 00		-	4.320.00	\$	\$	2	64	4 320.00
75	Obligation Printing And Synthesis	-	2	4,270.00	4			1 00 \$	4.270.00	\$	69	£		4,270,00
2		99	S	14.00	\$ 840.00	60.00	÷	60.00 S	840 00	64	•	•	64	840.00
76	Tree Removal		+					-+						
2 4		-	2 : 2	2,000.00	5 2,000.00		7	1 00 \$	2,000.00	ŝ	69	100	\$	2.000 00
	Chante Order #2 - Temporary Eases A sound East Teach-	-	2	100.00	2 100.00	1 00		1 00 \$	100.00	69	69	•	ŝ	100,00
78	Construction Fence Installation	180	4	315	00.210 3	VU VOC	00		00 11 00		,			
79	Contractor Administrative Expense	-	+-	40 00			2	-	817.00	A 6	1	•	69	817,00
	Change Order #3 - Pipe For Future School		1	0000		00		0	40.00	A	2	•	69	40,00
80	2" Water Service	1	EA	4 930 00	\$ 4 030 00	1 00	and a second	001	00000		1			
81	6" Fire Service With Valve and Blowoff	1	+-	14,600,00		1 00	11 - 11 - 11 - 11 - 11 - 11 - 11 - 11	-	14 600 00	AV	A 4	•		4,930,00
82	6" SDR35, PVC Sewer Service Pipe	46	+-	133.00	Ľ.,	46.00	P	+-	6118.00	9 6	96		-	11,000,00
83	Connect New 6" Service to Existing 8" Main	-	-	4.340.00		001		-	4 240 00	9 6	96			0,118,00
	Change Order #4 - Strip & Compact Lot #1 Block #2	2						-	DO OFFICE	9	9		9	4,040
84	Clear and Grubbing (Strip 3' & Haul Off)	1	-	26,900.00	\$ 26.900.00	00 1	1 States	1 00	76 900 00	÷	6			000
85	Subgrude Compaction	1	\$ \$	15,180,00	\$ 15,180.00	1 00	a here and	-	15 180 00	A 64	AU		A 6	15 190.00
86	Change Order #5 - Additional Stripping and Signage Teacoll Methickle Additional Science and The							-		9	9		1	00.001.01
20			<u></u>	2,664,18	\$ 2,664.18	1 00		1 00 \$	2,664 18	A	64			2,664,18
ò	Contractor Administrative Expense	H		133.21		1.00	1.14		133 21	69	69		5	133.21
					Project Total				Previous Payment	Payment This Est (w/o		Payment This Estimate (w/	Total Payment	Total Payment

BARBER VALLEY DEVELOPMENT INC 877 W MAIN ST STE 501 BOISE, ID 83702-6018	677.272.3678 columblabank.com	8200 34-827/1251 ACHECK AMMEN
PAY TO THE Central Paving Co., Inc.	\$ **109,073.4	16 ¥
One Hundred Nine Thousand Seventy-Three and 46/100**	************************	
Central Paving Co., Inc. PO Box 15010 Boico, Idobo 83715		(
Boise, Idaho 83715 MEMO		s on Back
DH No 2 CID pay app #8 Final	AUTHORIZED SIGNATURE	AM Det D
##OOB 200##		
BARBER VALLEY DEVELOPMENT INC	5	3200

Da 6/1	te		g Co., Inc. Reference	С	0riginal Amt. 109.073.46	Balance Due 109.073.46	6/6/2022 Discount	Payment	1.1.4
0/1	12022	Dill			109,073.46	109,073.46	Check Amount	109,073.46 109,073.46	

Columbia/ICB- CHEC DH No 2 CID pay app #8 Final

BARBER VALLEY DEVELOPMENT INC

BARBER VALLEY DEVELOPMENT INC				8200
Central Paving Co., Inc. Date Type Reference 6/1/2022 Bill	Original Amt. 109,073.46	Balance Due 109,073.46	6/6/2022 Discount Check Amount	Payment 109,073.46 109,073.46

109,073.46

BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of	August 20, 2020	("Effective]	Date") between
Barber Valley Development			("Owner")
and RiveRidge Engineering Company			("Engineer")
Engineer agrees to provide the services described b	pelow to Owner for	Dallas Harris South Subdivision No. 2 -SP-01 Area SE7, SE8 and SE11 Construction Management Services	("Project").

Description of Engineer's Services:

The Dallas Harris South Subdivision No; 2 - SP-01 Areas SE7, SE8 and SE11 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

1 of 4

EJCDC E-520 Short Form of Agreement Between Owner and Engineer for Professional Services Copyright © 2002 National Society of Professional Engineers for EJCDC. All rights reserved.

 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.

2 of 4

EJCDC E-520 Short Form of Agreement Between Owner and Engineer for Professional Services Copyright © 2002 National Society of Professional Engineers for EJCDC. All rights reserved.

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)

4 of 4

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 \$ 36,000.00

Total estimated compensation \$ 36,000.00

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.	Ву:	David G. Powell, P.E.
Title:	President	Title:	Corporate Vice President
Date Signed:	8/20/2020	Date Signed;	August 20,2020
Acknowledged:	Barber Valley Development		٢.
Address for giving	notices:	Address for givin	ng notices:
LeNir Ltd		RiveRidge Engir	neering
4940 E. Mill Station	n Drive, Suite 101-B	2447 S. Vista Av	/enue
Boise, ID 83716		Boise, ID 83705	i

RiveRidge Engineering Company

August 20, 2020

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

RE: Dallas Harris South Subdivision No. 2 SP-01 Areas SE7, SE8 and SE11 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 Dallas Harris South Subdivision No. 2 - SP-01 Areas SE7, SE8 and SE11 construction project as depicted on the attached drawing. Based on anticipated schedule of construction, the CM services are expected to commence in April, 2021 and continue into October of 2021 (30 week period).

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

\$36,000.00

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.

Sir cerely,

Davell

David G. Powell, P.E. Project Manager

File & \50000 proposal wpfiles DHS 2 SE7, SE8 and SE11 CM Scope of Services Dac



RiveRidge Dallas Harris South Subdivision No. 2 (SE7, SE8, SE11)

Inovice Date	Job No.	Tot	Total Amount Billed	< □	Additional Expenses	Check Number	Date Paid	Total Amount Paid for Reimbursement	nt Paid sement
								-	
2/8/2021	20041	Ŷ	2,760.90	ŝ	20.90	6277	3/15/2021	S	2,760.90
4/8/2021	20041	Ŷ	2,592.35	Ŷ	142.35	6352	5/12/2021	\$ 2	2,592.00
6/8/2021	20041	Ŷ	712.50			6413	7/12/2021	Ş	712.50
7/6/2021	20041	Ŷ	4,150.00			6441	8/13/2021	\$ 4	4,150.00
8/13/2021	20041	Ŷ	4,393.87	Ŷ	556.37	6476	9/8/2021	\$ 4	4,393.87
9/2/2021	20041	Ş	3,797.00	Ŷ	1,347.00	7015	10/13/2021	\$ S	3,797.00
10/8/2021	20041	Ŷ	10,650.05	Ŷ	6,625.05	8009	11/12/2021	\$ 1C	10,650.05
11/8/2021	20041	Ŷ	12,874.46	Ś	8,849.46	8057	12/13/2021	\$ 12	12,874.46
12/2/2021	20041	Ŷ	8,405.00	Ş	3,330.00	8096	1/15/2022	Ŷ	8,405.00
2/4/2022	20041	Ş	1,050.00			8139	3/14/2022	Ş	1,050.00
8/4/2022	20041	Ŷ	350.00			8260	9/1/2022	Ŷ	350.00
		\$	51,736.13	Ś	20,871.13			\$ 51	51,735.78
A 1:+								د کر کر	20 871 13

Total:

30,864.65

ŝ

*Additional Expenses Removed



February 8, 2021 Project: 20041

	Dallas Harris South Subdivision No. PROFESSIONAL SERVICES		AMOUNT	BALANCE
	Professional engineering services reno with agreement	dered in January, 2021 in accordance		
1	Prepare Contract Documents Project Manager Project Engineer EIT	14.0 Hours @ \$166 4.0 Hours @ \$125 0.0 Hours @ \$ 95	5.00 \$ 500.00	
2	Expenses Blue prints		\$ 20.90	\$ 20.9
	}			
		Total Due This Per Payments/Cre		\$ 2,760.5
		Outstanding Invoice(s) Subt	otal:	\$ -
		TOTAL AMOUNT D	UE:	\$ 2,760.9

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) per enound 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.

Ar 121 213121 011 3118

2447 S. Vista Avenue • Boise, ID 83705 208-344-1180

877	REER VALLEY DEVELOPMENT INC W MAIN ST STE 501 E, ID 83702+6018			COLUMBIA BANK 877.272.3678 columblabank.com	6277 34-822/12 G CHECS M 3/15/2021
AY TO RDER	THE RiveRidge			\$	**2,760.90
Two	Thousand Seven Hundred Sixty and	90/100***********************	*****************	*****	******
	RiveRidge 2447 S. Vista Ave. Boise, Idaho 83705				DOLLA
MO	20041 DH Sub #2 CID 배미미답 된 ? ? 배		. Propriotismus const	AUTHORIZED SIG	NATURE
RBER	VALLEY DEVELOPMENT INC			0/45/0004	6277
Date 3/1/	RiveRidge Type Reference 2021 Bill	Original Amt. 2,760.90	Balance Due 2,760.90	3/15/2021 Discount	Payment 2,760.90
				Check Amount	2,760.90
	**(
	324 0				
Colu	mbia/ICB- CHEC 20041 DH Sub #2	2 CID			2,760.90
	VALLEY DEVELOPMENT INC RiveRidge			3/15/2021	6277
Date 3/1/2	Type Reference 2021 Bill	Original Amt. 2,760.90	Balance Due 2,760.90	Discount Check Amount	Payment 2,760.90 2,760.90
	3				
	0 2				
- 1					



April 8, 2021 Project: 20041

pa			ris South Subdivision No. 2 Constru ONAL SERVICES			AMOUNT	BALANC
		Professiona with agreen	I engineering services rendered in M nent	arch, 2021 in accordance			
	L.	Prepare Cor	ntract Documents Project Manager Project Engineer EIT	14.0 Hours @ 0.0 Hours @ 0.0 Hours @	\$175.00 \$125.00 \$95.00	\$ 2,450.00 \$ - \$ -	\$ 2,450.0
	2.	Expenses	Blue prints			\$ 142.35	\$ 142.3
				Total Due Th Payment	is Period: s/Credits:		\$ 2,592.3
				Outstanding Invoice(s)	Subtotal:		\$-
				TOTAL AMOU	NT DUE:		\$ 2,592.3

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,

> 2447 S. Vista Avenue • Boise, ID 83705 208-344-1180

ow shill el

				125-
RiveRidge Date Type Reference 4/29/2021 Bill	Original Amt. 2,592.00	Balance Due 2,592.00	5/12/2021 Discount Check Amount	6352 Payment 2,592.00 2,592.00
Columbia/ICB- CHEC 20041 DH Sub So. 2				2,592.00
BARBER VALLEY DEVELOPMENT INC RiveRidge Date Type Reference 4/29/2021 Bill	Original Amt. 2,592.00	Balance Due 2,592.00	5/12/2021 Discount Check Amount	6352 Payment 2,592.00 2,592.00
Columbia/ICB- CHEC 20041 DH Sub Sc. 2		x		2,592.00
2 2				



June 8, 2021 Project: 20041

PROFESSIONAL SERVICES			AMOU	JNT	BAI	LANCE
Professional engineering services rendered in May, with agreement	2021 in accordance					
1. Prepare Contract Documents Project Manager Project Engineer EIT	3.0 Hours @ 1.5 Hours @ 0.0 Hours @	\$175.00 \$125.00 \$95.00		25.00 87.50	\$	712.5
	Total Due Tl Payment	nis Period: ts/Credits:		-	\$	712.5

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.

PAYMENT TERMS:

BAFBER VALLEY DEVELOPMENT INC 877 IV MAIN ST STE 501 BOISE, ID 83702-6018			COLUMBIA BANK 877.272.3678 columbiabank.com	7/12/202	6413 34-827/1261 1181 CHESK AMMOR 1
PAY TC THE RiveRidge ORDER OF Seven Hundred Twelve and 50/100**********	*****	*****	******	\$ **712.50	
RiveRidge 2447 S. Vista Ave. Boise, Idaho 83705 ^{MEMO} CID Dallas Harris So. Sub #1			AUTHORIZED	SIGNATURE	DOLLARS
BARBEN VALLEY DEVELOPMENT INC RiveRidge Date Type Reference 7/1,2021 Bill	Original Amt. 712.50	Balance Due 712.50	7/12/2021 Discount Check Amount	Paym 712 712	.50
		2			
Columbia/ICB- CHEC CID Dallas Harris So.	Sub #1			71	2.50
BARBER VALLEY DEVELOPMENT INC RiveRidge Date Type Reference 7/1/2021 Bill	Original Amt. 712.50	Balance Due 712.50	7/12/2021 Discount Check Amount	Paym 712 712	.50
Columbia/ICB- CHEC CID Dallas Harris Sc.	Sub #1			71	2.50

(1)



July 6, 2021 Project: 20041

PROFESSIONAL SERVICES	AMOUNT	BALANCE
Professional engineering services rendered in June, 2021 in accordance with agreement		
 Project Bid coordination with contractors, Bid opening, Bid review, bid tabulation compilation and coordination w th Owner for document review and acceptance. Project Manager 18.0 Hours @ \$175.00 Project Engineer 8.0 Hours @ \$125.00 EIT 0.0 Hours @ \$95.00 	\$ 1,000.00	\$ 4,150.0
Total Due This Period: Payments/Credits:		\$ 4,150.00
Outstanding Invoice(s) Subtotal:	ſ	\$ -
 TOTAL AMOUNT DUE:		\$ 4,150.00

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 977.272.3878 columbiabank.com	8/13/202	6441 34-8: 7/12 GCHECK.AF
PAY TO THE RiveRidge ORDEF OF Four Thousand One Hundred Fifty and 00/100**	******	*****		**4,150.0	er en avel e si
RiveRidge 2447 S. Vista Ave. Boise, Idaho 83705 ^{MEMO} 20041 Dallas Harris So. #2 CID II ^{II} D B L L L III			AUTHORIZED SIG	NATURE	DOLLA
ARBE∎ VALLEY DEVELOPMENT INC RiveRidge Date Type Reference 7/3∿/2021 Bill	Original Amt. 4,150.00	Balance Due 4,150.00	8/13/2021 Discount Check Amount	Paym 4,150 4,150	.00
	2 2 2	×			
Columbia/ICB- CHEC 20041 Dallas Harris So. ARBER VALLEY DEVELOPMENT INC RiveRidge Date Type Reference 7/30/2021 Bill	#2 CID Original Amt. 4,150.00	Balance Due 4,150.00	8/13/2021 Discount Check Amount	4,15 Paymo 4,150 4,150	00
Columbia/ICB- CHEC 20041 Dallas Harris So. #	#2 CID			4,15	0.00

D



August 13, 2021 Project: 20041

Description	Dallas Harris South Subdivisior No. 2 Construction Management		
	PROFESSIONAL SERVICES	AMOUNT	BALANCE
	Professional engineering services rendered in July, 2021 in accordance with agreement		
	Project Contract Award, Precon Meeting, Grading Permit Application and construction observation Project Manager 18.0 Hours @ \$175.00 Project Engineer 5.5 Hours @ \$125.00 EIT 0.0 Hours @ \$ 95.00	\$ 3,150.00 \$ 687.50 \$ -	\$ 3,837.50
2	Expenses Blueprints for conztruction Erosion Control Permit Fee	\$ 340.70 \$ 215.67	\$ 556.37
	Total Due This Period: Payments/Credits:		\$ 4,393.87
	Outstanding Invoice(s) Subtotal:		\$ -
	TOTAL AMOUNT DUE:		\$ 4,393.87

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.

al1/2021

BAR 3ER VALLEY DEVELOPMENT INC 877 W MAIN ST STE 501 BOISE, ID 83702-6018			ĊOĽUMBIA BANK 877.272.3678 columbiabank.com	6476 34-82712 GCHECK M 9/8/2021	51 81
PAY TO THE RiveRidge ORDER OF Four Thousand Three Hundred Ninety-Th	nree and 87/100**********	*****	\$	**4,393.87	
RiveRidge 2447 S. Vista Ave. Boise, Idaho 83705 MEMO DH South Sub 2 CID 20041			AUTHORIZED SIGN	- F(1), 4) & 197-2 & 101 - 14 - 11 - 11 - 11 - 11 - 11 - 11	RS
┉▢▢╘ҍҁҁ҄Ҍ┉					
BARBER VALLEY DEVELOPMENT INC RiveRidge			9/8/2021	6476 Payment	

Columbia/ICB- CHEC DH South Sub 2 CID 20041

	DEVELOPMENT INC				6476
RiveF	U III			9/8/2021	
Date	Type Reference	Original Amt.	Balance Due	Discount	Payment
9/8/2021	Bill	4,393.87	4,393.87		4,393.87
				Check Amount	4,393.87

Columbia/ICB- CHEC DH South Sub 2 CID 20041

1

4,393.87



September 2, 2021 Project: 20041

Description:	Dallas Harris South Subdivision No. 2 Construction Management		DALANCE
	PROFESSIONAL SERVICES Professional engineering services rendered in August, 2021 in accordance with agreement	AMOUNT	BALANCE
31	Project Construction Observation Project Manager Project Engineer EIT , , Project Engineer , , , , , , , , , , , , ,	\$ 2,450.00 \$ - \$ -	\$ 2,450.00
2	. Expenses Idaho Survey Grour collection of groundwater monitoring system ACHD Fee	\$ 1,192.50 \$ 154.50	\$ 1,347.00
	Total Due This Period: Payments/Credits:		\$ 3,797.00
	Outstanding Invoice(s) Subtotal:		\$ 4
	TOTAL AMOUNT DUE:		\$ 3,797.00

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. Paymencs 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 121 9/121 DW 1012121

701	5
1 - 1	~

								10/13/2021
	F	RiveRid	ge					**3,797.00
Th			even Hundred N	linety-Se v en ar	nd 00/100******	*******	******	******
	244		sta Ave. 10 83705					
	Dallas	s Harris	So Sub no 2004	41 CI D				
Da 10/	RiveRi te /12 [/] 2021	Туре	Reference		Original Amt. 3,797.00	Balance Due 3,797.00	10/13/2021 Discount Check Amount	Payment 3,797.00 3,797.00
Co	lumbia/IC	B- CHI	EC Dallas Har	ris So Sub no 2	20041			3,797.0C
Da 10/	RiveRi te ∕12∕2021		Reference		Original Amt. 3,797.00	Balance Due 3,797.00	10/13/2021 Discount Check Amount	Payment 3,797.00 3,797.00



October 8, 2021 Project: 20041

		ONAL SERVICES				MOUNT	BALANCE
	Professiona with agreem	l engineering services rendered in September, 20 ent	21 in accordance				
1.	. Project Con	struction Observation Project Manager	23.0 Hours @	\$175.00	\$	4,025.00	
	2	Project Engineer EIT	0.0 Hours @ 0.0 Hours @	\$125.00 \$95.00	\$	18) 18	\$ 4,025.0
2	2. Expenses:	Boise City Permit Boise City Permit Blue Prints Allwest Testing Services Idaho Survey Group construction surveying			\$ \$ \$ \$ \$	512.22 215.67 15.66 4,674.00 1,207.50	\$ 6,625.03
		Δ.					
			Total Due T				\$ 10,650.0
		Ou	Paymen tstanding Invoice(s	ts/Credits:			<u> </u>
			TOTAL AMO				\$ 10,650.0

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 fires incurred to collect overdue account balances shall be added to the principal portion of the account balance.

Mr. 112/2012

2447 S. Vista Avenue • Boise, ID 83705 208-344-1180

BARBER VALLEY DEVELOPMENT INC 877 W MAIN ST STE 501 BOISE, ID 83702-6018	e:	COLUMBIA E 877.272.9e columbiabani	78	8009 34-827/1251 1181 CHECK MMOR 2021
PAY TO THE RiveRidge ORDER OF Ter Thousand Six Hundred Fifty and 05/100**********************************	*****	*****	\$ **10,65	0.05
RiveRidge 2447 S. Vista Ave. Boise, Idaho 83705		е. ¹¹		DOLLARS
CID 20041			AUTHORIZED SIGNATURE	ioi M ⁹
	911 - 48 Martine Color (158, 1			1

BARBER VALLEY	DEVELO	PMENT INC				8009
RiveF	Ridge			2 st	11/12/2021	
Dal∋ 11/⁻/2021	Type Bill	Reference	Original Amt. 10,650.05	Balance Due 10,650.05	Discount	Payment 10,650.05
				i, a	Check Amount	10,650.05

Columbia/ICB- CHEC

BARBER VALLEY DEVELOPMENT INC

RiveR	idge	
Date 11/1/2021	Type Bill	Reference

Original Amt. 10,650.05

Balance Due 10,650.05 **Check Amount**

11/12/2021

Discount

10,650.05



November 8, 2021 Project: 20041

	PROFESSIO	is South Subdivisior No. 2 Construction Manage DNAL SERVICES			A	MOUNT	BALA	NCE
	Professional with agreem	engineering services rendered in October, 2021 ent	in accordance					
L.	Project Cons	struction Observation Project Manager	23.0 Hours @	\$175.00	\$	4,025.00		
		Project Engineer EIT	0.0 Hours @ 0.0 Hours @	\$125.00 \$95.00	\$ \$		\$ 4,02	25.0
2.	Expenses:	Blue Prints Allwest Testing Services Idaho Survey Group construction surveying			\$ \$ \$	15.71 3,493.75 5,340.00	\$ 8,84	19.4
			Total Due Tl Paymen	is Period: ts/Credits:		-	\$ 12,87	4.4
		Out	standing Invoice(s)	Subtotal:		-	\$	5
			TOTAL AMOU	INT DUE:			\$ 12,87	4.4

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.

pm 12/14 11/8/21 pw 12/14

2447 S. Vista Avenue • Boise, ID 83705 208-344-1180

BARBER VALLEY DEVELOPMEN 877 W MAIN ST STE 501 BOISE, ID 83702-6018	IT INC		COLUMBIA BANK 877.272.8878 columblabank.com	8057 34-827/1251 1181 @ CHECK.MMMBF 12/13/2021
PAY TO THE RiveRidge	А.			\$ **12,874.46
Twelve Thousand Eight Hundred Seventy-F	our and 46/100********	*****	*****	*****
RiveRidge 2447 S. Vista Ave. Boise, Idaho 83705				DOLLARS
мемо DH Sub No 2 CID 20041		S Aumerikakinakinakinakinakinakinakinakinakinak	AUTHORIZED	SIGNATURE MP
II"008057II"				
BARBER VALLEY DEVELOPMENT INC				8057
RiveRidge Dale Type Reference 12/3/2021 Bill	Original Amt. 12,874.46	Balance Due 12,874.46	12/13/2021 Discount Check Amount	Payment 12,874.46 12,874.46
			× 	
				* * * * *
Columbia/ICB- CHEC DH Sub No 2 CID 20	0041	, R		12,874.46
ARBER JALLEY DEVELOPMENT INC		a (8057
RiveRidge Date Type Reference 12/6.2021 Bill	Original Amt. 12,874.46	Balance Due 12,874.46	12/13/2021 Discount Check Amount	Payment 12,874.46 12,874.46



December 2, 2021 Project: 20041

PROFESSIONAL SERVICES	on Management		AMOUNT	BALANCE
Professional engineering services rendered in Nov with agreement	rember, 2021 in accordance			
1. Project Construction Observation Project Manager Project Engineer EIT	29.0 Hours @ 0.0 Hours @ 0.0 Hours @	\$175.00 \$125.00 \$95.00	\$ 5,075.00 \$ - \$ -	\$ 5,075.00
2. Expenses: Idaho Survey Group construction su	rveying		\$ 3,330.00	\$ 3,330.00
	Total Due Th Payment	iis Period: s/Credits:		\$ 8,405.00
	Outstanding Invoice(s)	Subtotal:		\$ -
	TOTAL AMOU	NT DUE.		\$ 8,405.00

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.

2447 S. Vista Avenue • Boise, ID 83705 208-344-1180

W1/25/22

BARBER VALLEY DEVELOPMENT IN 877 W MAIN ST STE 501 BOISE, ID 83702-6018	c		COLUMBIA BANK 877.272.3678 columblabank.com	8096 34-827/1251 முருக்குக்கான் 1/15/2022
	×		, i	1/15/2022
PAY TO THE RiveRidge ORDER OF			\$	**8,405.00
Eight Thousand Four Hündred Five and 00/- 00**	********	*******	******	********* DOLLARS
R veRidge 2447 S. Vista Ave. Boise, Idaho 83705		-		a 4 4 4 7 =
иемо 20041 DH So NO 2 CID		an anna a fha thaith Long Au	AUTHORIZED SIGNA	ITURE MP
#"008096#"				
ARBEP VALLEY DEVELOPMENT INC				8096
RiveRidge Date Type Reference 12/17/2021 Bill	Original Amt. 8,405.00	Balance Due 8,405.00	1/15/2022 Discount Check Amount	Payment 8,405.00 8,405.00
				a ^{na} Shi shi
и има мара и и и и и и и и и и и и и и и и и и				
	2 V 2 48		и * е	
Columbia/ICB- CHEC 20041 DH So NO 2 CID				8,405.00
RBER JALLEY DEVELOPMENT INC				8096
RiveRidge Date Type Reference 12/17/2021 Bill	Original Amt. 8,405.00	Balance Due 8,405.00	1/15/2022 Discount Check Amount	Payment 8,405.00 8,405.00



Date:-June-1-1-2020- 2/4/22 Job No. 19045

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

PROFESSIONAL SE				AMOUNT	BALANCE
Professional engineer with agreement	ing services rendered in Ja	nuary, 2022 in accordance			
Project	with Centra. Paving and AG Manager Engineer	CHD work with Central on pur 6.0 Hours @ 0.0 Hours @ 0.0 Hours @	nch list \$ 175.00 \$ 125.00 \$ 95.00	\$ 1,050.00 \$ - \$ -	\$ 1,050.0
			e This Period: nents/Credits:		\$ 1,050.00

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.

2447 S. Vista Avenue • Boise, ID 83705 208-344-1180

BARBER VALLEY DEVELOPMEN 877 W MAIN ST STE 501 BOISE, ID 83702-6018	T INC		COLUMBIA BANK 877.272.3878 columbiabank.com	8139 34-827/1251 1181 Ocheck Annor 3/14/2022
		2		
rAY TO THE RiveRidge ORDEF. OF				\$ **1,050.00
Or e Thousand Fifty and 00/100****************	*****	******	******	.*********** DOLLARS
RiveRidge 2447 S. Vista Ave. Boise, Idaho 83705	ана села са 6 анд страната анд страната			
мемо				6
19045 Dallas Harris So. Sub No 2 CID			AUTHORIZED SI	
"OOB 1 3 9"			5 - 1 ¹⁰	a
BARBER VALLEY DEVELOPMENT INC	15 15 15 12 - 15 - 15	2 		8139
RiveRidge Da:∋ Type Reference 3/9 r 2022 Bill	Original Amt. 1,050.00	Balance Due 1,050.00	3/14/2022 Discount	Payment 1,050.00
			Check Amount	1,050.00
	а а			1 w 1 v 1
			d de la	
	олан ц 9 х. 9 ў			
	gan 2 se			
	a 7			ж ж
	a 1 2			
Col_mbia/ICB- CHEC 19045 Dallas Harris S	So. Sub No 2 CID			1,050.00

BARBER VALLEY DEVELOPMENT INC		8139
RiveRidge Date Type Reference 3/9/2022 Bill	Original Amt. Balance Due 1,050.00 1,050.00	3/14/2022 Discount Payment 1,050.00
		Check Amount 1,050.0

-

1,050.00



August 4, 2022 Project: 20041

> 8-4-22 0- 4-12

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

Beserghion	PROFESSIONAL SERVICES	management		AMOUNT	BA	LANCE
	Dallas Harris South Subdivision No. 2 Construction PROFESSIONAL SERVICES Professional engineering services rendered in July, 20 with agreement . Final project review of pond cor struction with ACHI of all improvements within ACFD right-of-way. Project Manager Project Engineer EIT)22 in accordance	ceptance \$175.00 \$125.00 \$ 95.00	AMOUNT \$ 350.00 \$ - \$ -	\$	350.00
		Total Due TI Payment Outstanding Invoice(s)	ts/Credits:		\$	350.00
		TOTAL AMOU	INT DUE.		\$	350.00
		IUIALAMOU			φ I	220.00

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 DEVELOPMEN 877 W MAIN ST STE 501 BOJSE, ID 83702-6018	AT INC	* * 	COLUMBIA BANK 877.272:3878 columbiabank.com	8260 34-827/1251 1181 @GHECK.MMOR 9/1/2022
		V 2	as sei c	
PAY TO THE RiveRidge ORDER ⊃F		1		\$ **350.00
Three Hundred Fifty and 00/100*************	*=**************	*****	*****	**************************************
RiveRidge 2447 S. Vista Ave, Boise, Idaho 83705		17 17 17	8 F 2 F	(0)
MEMO 20041 DH So Sub #2 CID		Automotico I Jusai Laria	AUTHORIZED	A 194194 (1991) 100 (1991) 100 (1990) 110 (1991) 110 (1991) 100 (1990) 100 (1991) 100
"OOB 260"			3 1 1 1 = 0	
BARBER VALLEY DEVELOPMENT INC				8260
RiveRidge Date Type Reference 8/17′2022 Bill	Original Amt. 350.00	Balance Due 350.00	9/1/2022 Discount Check Amount	Payment 350:00 350:00
31				
· · · · · · · · · · · · · · · · · · ·				
	C Al			
Columbia/ICB- CHEC 20041 DH So Sub #	#2 CID			350.00
BARBER VALLEY DEVELOPMENT INC		<u></u>	e:	8260
RiveRidge Date Type Reference 8/17-2022 Bill	Original Amt. 350.00	Ba ance Due 350.00	9/1/2022 Discount Check Amount	Payment 350.00 350.00
=				