

53	24" PVC Underdrain Pipe	LF	942	\$ 60.55	\$ 57,038.10
54	30" HDPP Underdrain Pipe and Connection to Existing Pipe	LF	20	\$ 74.20	\$ 1,484.00
55	Underdrain Manhole, 48 Inch	EA	5	\$ 2,870.00	\$ 14,350.00
56	Connect New 48" Underdrain Manhole to Existing Pipe	EA	1	\$ 2,360.00	\$ 2,360.00
57	Underdrain Manhole, 60 Inch	EA	1	\$ 3,500.00	\$ 3,500.00
SUBTOTALS				\$	381,756.15
Sanitary Sewer					
58	8" Sanitary Sewer Main	LF	2,384	\$ 45.30	\$ 107,995.20
59	48" Std. Manhole	EA	10	\$ 3,180.00	\$ 31,800.00
60	Connect MH to Existing Sewer Trunkline	EA	1	\$ 4,200.00	\$ 4,200.00
61	Connect to Existing Sewer Manhole	EA	1	\$ 4,200.00	\$ 4,200.00
62	Modify Existing Sewer Manhole Channeling	EA	2	\$ 568.00	\$ 1,136.00
63	Construct Gravel Sewer Access Road and Install Gate	LS	1	\$ 51,940.00	\$ 51,940.00
64	4" Sanitary Sewer Connection	EA	34	\$ 806.00	\$ 27,404.00
65	4" Sanitary Sewer Pipe	LF	1,180	\$ 4.90	\$ 5,782.00
SUBTOTALS				\$	234,457.20
Domestic Water					
66	16" Ductile Iron Water Main w/Restrained Joints	LF	1,530	\$ 96.90	\$ 148,257.00
67	16" Ductile Iron Fittings	LS	1	\$ 22,560.00	\$ 22,560.00
68	16" Connect to Existing	EA	1	\$ 6,270.00	\$ 6,270.00
69	16" Butterfly Valve	EA	3	\$ 3,600.00	\$ 10,800.00
70	8" PVC Water Main	LF	1,335	\$ 25.10	\$ 33,508.50
71	8" Gate Valve	EA	6	\$ 1,330.00	\$ 7,980.00
72	8" Water Main Fittings	LS	1	\$ 2,750.00	\$ 2,750.00
73	Connect to Existing 8" Water Main	EA	3	\$ 472.00	\$ 1,416.00
74	8" x 2" Blow-off	EA	2	\$ 1,160.00	\$ 2,320.00
75	16" x 2" Blow-off	EA	1	\$ 1,290.00	\$ 1,290.00
76	6" Fire Hydrant Assembly	EA	5	\$ 4,270.00	\$ 21,350.00
77	Construct Suez Access Road and Gate	LS	1	\$ 62,250.00	\$ 62,250.00
78	1" Dual Water Service	Ea	16	\$ 1,290.00	\$ 20,640.00
79	2" Water Service	Ea	2	\$ 3,440.00	\$ 6,880.00
80	6" Fire Service	Ea	2	\$ 3,980.00	\$ 7,960.00
SUBTOTALS				\$	356,231.50
Irrigation					
81	4" PVC Pipe (Includes Control Wire)	LF	4,306	\$ 10.95	\$ 47,150.70
82	4" Gate Valve	EA	27	\$ 203.00	\$ 5,481.00
83	Air/Vac Valve	EA	0	\$ -	\$ -
84	3" Landscape Tap	EA	6	\$ 1,110.00	\$ 6,660.00
85	Mainline Drain	EA	1	\$ 950.00	\$ 950.00
86	Bends, Tees, Reducers & Misc. Irr. Fittings	LS	1	\$ 16,860.00	\$ 16,860.00
87	8" sleeve	LF	543	\$ 13.80	\$ 7,493.40
88	6" sleeve	LF	708	\$ 9.10	\$ 6,442.80
89	2" sleeve	LF	205	\$ 3.35	\$ 686.75
90	2-Wire Control Wire	LF	4,306	\$ 0.95	\$ 4,090.70
91	Connection to existing system	EA	2	\$ 944.00	\$ 1,888.00
SUBTOTALS				\$	97,703.35

No.	Description	Unit	Quantity	Unit Cost	Extended Cost
Landscape and Fine Landscape Irrigation					
92	Fine Irrigation Mainline	LF	1	\$ 25,310.00	\$ 25,310.00
93	Hunter Pro Spray Pop-up	EA	1	\$ 2,400.00	\$ 2,400.00
94	Hunter Remote Control Valving	EA	1	\$ 2,400.00	\$ 2,400.00
95	Amended Topsoil	CY	237	\$ 23.05	\$ 5,462.85
96	Lawn	SF	15,076	\$ 0.75	\$ 11,307.00
97	Trees	EA	44	\$ 540.00	\$ 23,760.00
98	Flowering plants in Planter Pots	LS	1	\$ 11,370.00	\$ 11,370.00
99	Street Side Trash Receptical	EA	4	\$ 2,090.00	\$ 8,360.00
SUBTOTALS				\$	90,369.85
Signs and Streetlights					
100	Street Signs	LS	1	\$ 3,130.00	\$ 3,130.00

101	Type II Barricade	EA	6	\$ 360.00	\$ 2,160.00
102	Type III Barricade	EA	12	\$ 480.00	\$ 5,760.00
103	Street Lights - 25 ft / 97 W LED	EA	3	\$ 6,780.00	\$ 20,340.00
104	Street Light Electrical Conduit & Wire	LS	1,200	\$ 8.40	\$ 10,080.00
105	Benches along Haystack	EA	8	\$ 3,260.00	\$ 26,080.00
106	Planter Pots along Haystack	EA	16	\$ 1,390.00	\$ 22,240.00
107	Tree Grates Along Haystack	EA	16	\$ 6,580.00	\$ 105,280.00
	SUBTOTALS			\$	195,070.00
	Striping				
108	Stripes and Symbols	LS	1	\$ 2,370.00	\$ 2,370.00
	SUBTOTALS				\$ 2,370.00
	SWPPP				
109	Prepare ACHD ESC Plan, ENOI, Responsible Person	LS	1	\$ 1,660.00	\$ 1,660.00
110	Inlet Sediment Protection	EA	14	\$ 60.45	\$ 846.30
111	Silt Fence	LF	650	\$ 2.40	\$ 1,560.00
112	Inspect and Maintain BMP's	LS	1	\$ 3,420.00	\$ 3,420.00
	SUBTOTALS			\$	7,486.30
	Total Cost of Construction Schedule			\$	2,553,407.00

ADDENDUM NO. 1

for

**HARRIS RANCH COMMUNITY INFRASTRUCTURE DISTRICT NO. 1 –
DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO. 9 IMPROVEMENTS**

Owner: Barber Valley Development, Inc.

Project Manager: RiveRidge Engineering Company

Contract Identification No.: 18008

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

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

See attached email dated 12-19-18 and revised schedule of values

ACKNOWLEDGED BY BIDDER:

Name: Jeffrey Robin

Title: AUTHORIZED AGENT

Signed: 

Date: 1-11-18

From: Wendy Haustveit <whaustveit@rvrdg.com>
Sent: Wednesday, December 19, 2018 11:10 AM
To: chrysta.coy@graybar.com; 'Jeff Korsen'; Jeff@centralpaving.com;
Vince.Adamson@kniferiver.com; adrian@graniteexcavation.com
Cc: Hethe Clark; 'Anjanette Sabin'; 'Dave Powell'
Subject: Addendum No. 1 - Harris Ranch Community Infrastructure District No. 1 - Dallas Harris Estates Townhomes Subdivision No. 9 Improvements
Attachments: CONTRACTOR SCHEDULE OF VALUES (Item 1.0E) - addendum 1.pdf; CONTRACTOR SCHEDULE OF VALUES (Item 1.0E).xlsx

TimeMattersID: MFAC5A9D7C668836
TM Contact: Barber Valley Development, Inc.
TM Contact No: 23150
TM Matter No: 23150.11
TM Matter Reference: TH9 Construction Contracts

Addendum #1 for Harris Ranch Community Infrastructure District No. 1 - Dallas Harris Estates Townhomes Subdivision No. 9 Improvements.

This addendum includes a revised schedule of values. Changes made include the following:

Addition of:

- 4" sanitary sewer connection
- 4" Sanitary Sewer pipe
- 1" Dual Water Service
- 2" Water Service
- 6" Fire Service

Removal of:

- 16" Gate Valve

Please acknowledge receipt of this email.

Wendy Haustveit, P.E.
RiveRidge Engineering Co.
2447 S. Vista Ave.
Boise, ID 83705
(208) 344-1180

No.	Description	Unit	Quantity	Unit Cost	Extended Cost
1	Mobilization	LS			
2	Bonds	LS			
3	Insurance	LS			
SUBTOTALS					
General Site Work					
4	Traffic Control	LS			
5	Clear and Grub	AC			
6	Topsoil Strip/Stockpile	CY			
7	Trench Backfill / Borrow (Onsite)	CY			
8	Mass Excavation and Embankment / Borrow	CY			
9	Overexcavate & Recompact Test Pits	LS			
10	Overexcavate & Recompact Exist. Drainage Ponds & Ditches	LS			
11	Relocated Rocks and Concrete	LS			
12	Abandon Existing Well & Remove Attached Piping & Shed	LS			
13	Fence Removal	LF			
14	Construct New Fence	LF			
15	Construction Surveying (Owner Furnished)	LS			
SUBTOTALS					
Roads					
16	Road & Sidewalk Subgrade Compact & Prep	SY			
17	6" Minus Uncrushed Aggregate Subbase (Imported)	CY			
18	3/4" Minus Crushed Aggregate Base Coarse	CY			
19	2.5" Asphalt Concrete	SY			
20	3" Asphalt Concrete	SY			
21	Type "P" Asphalt Repair	SY			
22	Type "C" Gravel Repair	SY			
23	Alley Approach With 3/4" Minus Crushed Aggregate Base	EA			
24	Standard 6" Vertical Curb and Gutter	LF			
25	3/4" Minus Base for Curb and Gutter	CY			
26	6' Concrete Sidewalk - 5" Thick	LF			
27	3/4" Minus Base for 6' Sidewalks	CY			
28	15' Concrete Sidewalk 5" thick	LF			
29	3/4" Minus Base for 15' Sidewalk	CY			
30	Truncated Domes	EA			
31	Handicap Ramps	EA			
SUBTOTALS					
Storm Drain					
32	12" HDPE or PVC Storm Drain Pipe	LF			
33	15" HDPE or PVC Storm Drain Pipe	LF			
34	18" HDPE or PVC Storm Drain Pipe	LF			
35	12" Metal End Section With Trash Rack	EA			
36	18" Metal End Section With Trash Rack	EA			
37	Type I Catch Basin	EA			
38	Diversion Box	EA			
39	Storm Drain Manhole, 48 Inch	EA			
40	Connect New 48" Manhole to Existing Pipe	EA			
41	Inlet Protection Apron With Orifice Plate	EA			
42	Overflow Weirs	LS			
43	Rip Rap Pipe Inlet/Outlet Protection	SY			
44	Remove Existing Storm Drain Manhole, 48 Inch	EA			

No.	Description	Unit	Quantity	Unit Cost	Extended Cost
45	Remove 12" Storm Drain and Grout Opening	LF			
46	Remove 15" Storm Drain	LF			
47	Coredrill Opening in Exist. SD MH or Sand & Grease Trap	EA			
48	Construct Drainage Ditch	LF			
49	Construct Forebay	LS			
50	Construct 14' Wide Storm Drain Pond Gravel Access Road	LS			
51	Construct Primary Drainage Pond	LS			
52	12" PVC Underdrain Pipe	LF			
53	24" PVC Underdrain Pipe	LF			
54	30" HDPP Underdrain Pipe and Connection to Existing Pipe	LF			
55	Underdrain Manhole, 48 Inch	EA			
56	Connect New 48" Underdrain Manhole to Existing Pipe	EA			
57	Underdrain Manhole, 60 Inch	EA			
	SUBTOTALS				
	Sanitary Sewer				
58	8" Sanitary Sewer Main	LF			
59	48" Std. Manhole	EA			
60	Connect MH to Existing Sewer Trunkline	EA			
61	Connect to Existing Sewer Manhole	EA			
62	Modify Existing Sewer Manhole Channeling	EA			
63	Construct Gravel Sewer Access Road and Install Gate	LS			
64	4" Sanitary Sewer Connection	EA			
65	4" Sanitary Sewer Pipe	LF			
	SUBTOTALS				
	Domestic Water				
66	16" Ductile Iron Water Main w/Restrained Joints	LF			
67	16" Ductile Iron Fittings	LS			
68	16" Connect to Existing	EA			
69	16" Butterfly Valve	EA			
70	8" PVC Water Main	LF			
71	8" Gate Valve	EA			
72	8" Water Main Fittings	LS			
73	Connect to Existing 8" Water Main	EA			
74	8" x 2" Blow-off	EA			
75	16" x 2" Blow-off	EA			
76	6" Fire Hydrant Assembly	EA			
77	Construct Suez Access Road and Gate	LS			
78	1" Dual Water Service	Ea			
79	2" Water Service	Ea			
80	6" Fire Service	Ea			
	SUBTOTALS				
	Irrigation				
81	4" PVC Pipe (Includes Control Wire)	LF			
82	4" Gate Valve	EA			
83	Air/Vac Valve	EA			
84	3" Landscape Tap	EA			
85	Mainline Drain	EA			
86	Bends, Tees, Reducers & Misc. Irr. Fittings	LS			
87	8" sleeve	LF			
88	6" Sleeve	LF			
89	2" sleeve	LF			
90	2-Wire Control Wire	LF			
91	Connection to existing system	EA			
	SUBTOTALS				

No.	Description	Unit	Quantity	Unit Cost	Extended Cost
	Landscape and Fine Landscape Irrigation				
92	Fine Irrigation Mainline	LF			
93	Hunter Pro Spray Pop-up	EA			
94	Hunter Remote Control Valving	EA			
95	Amended Topsoil	CY			
96	Lawn	SF			
97	Trees	EA			
98	Flowering plants in Planter Pots	LS			
99	Street Side Trash Receptical	EA			
	SUBTOTALS				
	Signs and Streetlights				
100	Street Signs	LS			
101	Type II Barricade	EA			
102	Type III Barricade	EA			
103	Street Lights - 25 ft / 97 W LED	EA			
104	Street Light Electrical Conduit & Wire	LS			
105	Benches along Haystack	EA			
106	Planter Pots along Haystack	EA			
107	Tree Grates Along Haystack	EA			
	SUBTOTALS				
	Striping				
108	Stripes and Symbols	LS			
	SUBTOTALS				
	SWPPP				
109	Prepare ACHD ESC Plan, ENOI, Responsible Person	LS			
110	Inlet Sediment Protection	EA			
111	Silt Fence	LF			
112	Inspect and Maintain BMP's	LS			
	SUBTOTALS				
	Total Cost of Construction Schedule				

NOTICE OF AWARD

for

**HARRIS RANCH COMMUNITY INFRASTRUCTURE DISTRICT NO. 1 –
DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO. 9 IMPROVEMENTS**

TO: KNIFE RIVER CORPORATION – MOUNTAIN WEST

OWNER'S PROJECT NO.: 18008

You are notified that your Bid dated December 19, 2018 for the Project has been considered. You are the successful bidder for the Project and have been awarded the contract.

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


TOTAL LUMP SUM PRICE: \$ 2,553,407.00

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:  _____
By: Doug Fowler, President

Date: 1-3-19

CONTRACTOR:

KNIFE RIVER CORPORATION –
MOUNTAIN WEST,
a Delaware corporation

By:  _____
By: Jesse Rosin, Authorized Agent

Date: _____

Dallas Harris Estates Townhomes Subdivision No. 9 Improvements

Project Completion Date: September 15, 2020

Vendor	Reimbursement Amount
Knife River	\$ 1,639,087.10
RiveRidge	\$ 44,440.00
Total Reimbursement Due	\$ 1,683,527.10

**CONSTRUCTION CONTRACT
(WITH GENERAL CONDITIONS)**

for

**HARRIS RANCH COMMUNITY INFRASTRUCTURE DISTRICT NO. 1 –
DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO. 9 IMPROVEMENTS**

Dated:

January 3, 2019

between

Barber Valley Development, Inc.

and

Knife River Corporation – Mountain West

**CONSTRUCTION CONTRACT
(WITH GENERAL CONDITIONS)**

for

**HARRIS RANCH COMMUNITY INFRASTRUCTURE DISTRICT NO. 1 –
DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO. 9 IMPROVEMENTS**

This CONSTRUCTION CONTRACT (WITH GENERAL CONDITIONS) FOR HARRIS RANCH COMMUNITY INFRASTRUCTURE DISTRICT NO. 1 – DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO. 9 IMPROVEMENTS (this "Contract") is made and entered into this 3rd day of January, 2018, by and between Barber Valley Development, Inc., an Idaho corporation ("Owner") and Knife River Corporation – Mountain West, a Delaware corporation ("Contractor").

**ARTICLE I
GENERAL TERMS**

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

1.0: Bidding Information and Bidder's Proposal

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

2.0: Additional Contract Documents

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

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

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

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

1.02 Contract Sum. Contractor agrees to provide all labor, materials, supervision, equipment, machinery, tools, facilities, services, employee training and testing, scaffolding, hoisting facilities, shop drawings, storage and testing, security, transportation, disposal, the securing of all field dimensions necessary or required, cutting or patching of existing materials, permits and agreements and any other items necessary to timely and fully complete the entire construction required to be provided under the Contract Documents (hereinafter referred to as the "Work" or "Project") at real property located within Harris Ranch CID No. 1 and generally in the areas near the real property that is or shall be platted as Dallas Harris Estates Townhomes Subdivision No. 9, located within portions of Section 19 and 29 of Township 3 North, Range 3 East, Boise Meridian, Boise, Ada County, Idaho (hereinafter referred to as the "Premises" or "Site").

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

Owner agrees to pay Contractor (according to the terms and on the schedule identified in this Contract), for the complete and proper performance of the Work required by this Contract, the sum of **Two Million Five Hundred Fifty-Three Thousand Four Hundred Seven and No/100 Dollars (\$2,553,407.00)** inclusive of the applicable sales tax on all taxable items ("**Contract Sum**").

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

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

- (e) Taxes. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with such laws and regulations as may be applicable to the Project during the performance of the Work.
- (f) Charges for Patents or Processes. Contractor agrees to pay all fees, royalties, and claims for any patented invention, device, article, method, arrangement, copyright, trademark, or service mark that may be used upon or in any manner connected with the performance of the Work or any part thereof. Contractor shall forever save and hold harmless and fully indemnify Owner and its agents from all liabilities, damages, claims, recoveries, costs, and expenses (including attorney's fees) that may at any time arise as a result of any alleged infringement of any patent, copyright, trademark, or service mark in consequence of the installation or use of an item, method, process, or arrangement in the performance of the Work.

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

- (a) No Site Disturbance Prior to Contract Commencement Date. With the sole exception of inspections prior to the Contract Commencement Date that are authorized by Owner or Owner's Representative, no site disturbance shall occur at the Site prior to the date on which the "Contract Time" (defined below) commences to run. "**Contract Time**," as used herein, shall mean the time period for Contractor's Final Completion of the Work provided in this Paragraph, beginning with the Contract Commencement Date and including any extensions of such time periods pursuant to Paragraph 8.01.
- (b) Substantial Completion. Contractor shall achieve Substantial Completion of the components of the Work by **July 2, 2019**, subject to adjustments of the Contract Time as provided in Paragraph 8.01.

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

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

- (c) Final Completion. Final Completion of the Work shall occur by **July 19, 2019**, subject to adjustments of the Contract Time by Change Orders approved in writing by Owner.

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

Owner shall certify the dates of Substantial Completion and Final Completion of the Work. Time is of the essence with respect to the Contract Documents and all obligations thereunder. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner.

No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as Owner and Contractor may agree in writing.

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

ARTICLE II
GENERAL REQUIREMENTS OF CONTRACTOR AND OWNER

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

- (a) Financially Solvent. Contractor (and its subcontractors) are financially solvent, able to pay all debts as they mature, and possessed of sufficient working capital to complete the Work and perform all obligations hereunder;
- (b) Authority. Contractor is authorized to do business in the State of Idaho and is properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over Contractor and over the Work and the Project;
- (c) Work Free of Liens. Contractor agrees to faithfully and fully perform the terms of this Contract, and shall complete the Work free and clear of all liens. Contractor will provide prompt written notice of actual and prospective claims of any liens or charges known to Contractor.
- (d) Best Quality. All materials and equipment supplied as part of the work shall be new and all workmanship shall be of the best quality in strict accordance with this Contract. Contractor shall make no substitution of materials unless approved in advance, in writing, by Owner or its agent and in accordance with Paragraph 3.05. If required by Owner or its agent, Contractor shall furnish satisfactory evidence as to the kind and quality of materials used in the Work, including, whenever requested, sample of such materials.
- (e) Superintendent. Contractor shall designate a project superintendent to be approved by Owner. Said superintendent will remain with the Project until Final Completion. The superintendent shall represent Contractor, and communications given to the superintendent shall be as binding as if given to Contractor. Contractor shall not change the superintendent without Owner's consent, which consent shall not be unreasonably withheld or delayed.
- (f) Contractor Employees. Contractor shall, at all times during the progress of the Work, employ enough skilled workmen and have on hand and maintain an adequate supply of materials and equipment to complete the Work in accordance with the time schedule. The key members of Contractor's staff shall be persons agreed upon with Owner. Such key members of Contractor's staff shall not be changed without the written consent of Owner, unless such person becomes unable to perform any required duties due to death, disability, transfer, or termination of employment with Contractor. If a key member is no longer capable of performing, Owner and Contractor shall agree on a mutually acceptable substitute.
- (g) Subcontractors. Contractor has notified Owner in connection with the bidding process (on Item 1.0.J of the Contract Documents) of the names of any subcontractors whom Contractor intends to use on any or all parts of the Work. Contractor shall not employ any subcontractor, supplier, or other individual or entity, whether initially or as a replacement, against whom Owner may have a reasonable objection. Contractor agrees that it is fully responsible for the acts and omissions of its subcontractors and of persons

either directly or indirectly employed by such subcontractors as Contractor is for the acts and omissions of a person directly employed by Contractor. Contractor shall require all subcontractors, suppliers, and other individuals or entities performing or furnishing any of the Work to communicate with Owner's Representative through Contractor. All work performed by a subcontractor or supplier for Contractor will be pursuant to an appropriate agreement that specifically binds the subcontractor or supplier to the applicable terms and conditions of the Contract Documents. Subcontractors whose work is unsatisfactory to Owner or Owner's Representative, or are considered by Owner or Owner's Representative to be careless, incompetent, unskilled, or otherwise objectionable shall be dismissed from work under the Contract upon written notice by Owner or Owner's Representative.

- (h) Review of Site. Without limiting Paragraph 2.02(b) hereof, Contractor has satisfied itself, by its own independent investigation and study prior to submitting a bid for the Work, regarding all the conditions affecting the Site of the Work to be done and materials to be furnished; the meaning, intention, and sufficiency of the plans and specifications; and the conditions under which the Work is to be done; and has executed this Contract based solely on such investigation, study, and determination made by it, and not in reliance upon any representation by Owner or by anyone acting for or on behalf of Owner.
- (i) Review of Contract Documents. Before undertaking each part of the Work, Contractor has studied and compared the Contract Documents and checked and verified pertinent figures therein and applicable field measurements. Contractor shall promptly report in writing to Owner or Owner's Representative any conflict, error, ambiguity, or discrepancy that Contractor discovers or has actual knowledge of, and shall obtain a written interpretation from Owner's Representative before proceeding with any work affected thereby. **If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and any applicable law or regulation, standard, specification, manual, code, or instruction of any supplier, Contractor shall promptly report it to Owner's Representative in writing. Contractor will not proceed with the Work affected thereby (except in case of emergency) until Owner's Representative has responded to such discovery.**
- (j) Emergencies. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Owner and Owner's Representative prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Owner determines that a change in the Contract Documents is required because of action taken by Contractor in response to such an emergency, a Change Order will be issued.
- (k) Cooperation with Owner re: Livestock. Contractor acknowledges that certain cattle and other livestock may be kept in areas nearby or adjacent to the Site. Contractor agrees to coordinate with Owner to ensure that issues associated with such animals are adequately addressed, including ensuring that fencing closures are maintained.

2.02 Owner's Requirements.

- (a) Availability of Lands. Owner shall furnish the Site. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials or equipment.
- (b) Studies; Reference Points. No construction surveys are provided by Owner. Contractor will be provided with a copy of a geotechnical evaluation provided by ALLWEST Testing

& Engineering, dated April 26, 2018, reference ALLWEST Project No. 518-165G). Owner makes no representations or warranties with regard to such data, which is subject to Contractor's Independent review, investigation, and confirmation. Without limiting Section 01050 of the Specifications, Owner shall provide reference points for construction that in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer and Owner's Representative whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel at Contractor's sole cost and expense.

ARTICLE III

REQUIREMENTS PRIOR TO AND AT COMMENCEMENT OF CONSTRUCTION

3.01 Preliminary Exchanges.

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

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

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

3.02 Preconstruction Conference. Without limiting Section 01200 of the Specifications, before any Work at the Site is started, a conference attended by Owner, Owner's Representative, Engineer, and any others identified by Owner will be held with Contractor to establish a working understanding among the parties and to discuss procedures and processes, including procedures for handling Shop Drawings and other submittals, processing applications for payment, and maintaining required records. Owner's Representative is designated to act on behalf of Owner in connection with the preconstruction conference. At such conference, Contractor shall designate, in writing, a specific individual to act as its authorized representative with regard to this Contract if said individual is anyone other than the superintendent approved by Owner.

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

- (a) **Preliminary Schedules.** Within ten days of the effective date of this Agreement, Contractor shall prepare a "**Progress Schedule**" with any modifications from **Item 1.0.G**

of the Bid Documents to be approved by Owner and Owner's Representative, in their sole but reasonable discretion. At such time, Contractor shall also provide a "Schedule of Submittals" (detailing required submittals and the time requirements to support scheduled performance of related construction activities) and the "Schedule of Values" (Item 1.0.E of the Bid Documents).

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

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

Each submittal will be identified as Engineer may require.

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

- (b) Samples:
- (i) *Submit number of Samples specified in the Specifications.*
 - (ii) *Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 3.04(e).*
- (c) Expense of Contractor. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed in connection with Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- (d) Submittal Procedures. Before submitting each Shop Drawing or Sample, Contractor shall have:
- (i) *reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;*
 - (ii) *determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;*
 - (iii) *determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and*
 - (iv) *determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.*

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

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

- (e) Engineer's Review. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

Engineer's review and Owner's Representative's approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

Engineer's review and Owner's Representative's approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 3.04(d) and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of this Paragraph 3.04(d).

- (f) Resubmittal Procedures. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

3.05 Substitutes and "Or-Equals". Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other suppliers may be submitted to Engineer and Owner for review under the circumstances described below.

- (a) "Or-Equal" Items. If an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's discretion and with approval of Owner, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items.

For the purposes of this Paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:

- (i) *In the exercise of reasonable judgment Engineer determines that: (i) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics; (ii) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole; and (iii) it has a proven record of performance and availability of responsive service;*
- (ii) *Contractor certifies that, if approved and incorporated into the Work: (i) there will be no increase in cost to Owner or increase in Contract Times; and (ii) it will conform substantially to the detailed requirements of the item named in the Contract Documents; and*
- (iii) *Owner agrees to the "or-equal" item.*
- (b) Substitute Items. If an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item, it will be considered a proposed substitute item. Contractor shall submit sufficient information as provided below to allow Engineer to determine (with Owner and Owner's Representative's approval) if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.

Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

- (i) shall certify that the proposed substitute item will (i) perform adequately the functions and achieve the results called for by the general design, (ii) be similar in substance to that specified, and (iii) be suited to the same use as that specified;
 - (ii) will state: (i) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time; (ii) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and (iii) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;
 - (iii) will identify: (i) all variations of the proposed substitute item from that specified, and (ii) available engineering, sales, maintenance, repair, and replacement services; and
 - (iv) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.
- (c) Substitute Construction Methods or Procedures. If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, with Owner or Owner's Representative's approval, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents.
 - (d) Special Guarantee. Owner, Owner's Representative, or Engineer may require Contractor to furnish, at Contractor's expense, a special performance guarantee or other surety with respect to any substitute.
 - (e) Reimbursement. Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute and for any required changes in the Contract Documents to permit a substitute. Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's sole expense.

ARTICLE IV CONTRACTOR OVERSIGHT, SUBCONTRACT, AND SAFETY REQUIREMENTS

4.01 Supervision and Construction Oversight by Contractor. Without limiting any other requirements imposed in this Contract, Contractor shall supervise and direct the Work, using its best skill and attention. All Work performed by Contractor shall be under the direction of a competent supervisor on the Premises employed by Contractor. Contractor shall provide, at Contractor's sole cost, a job trailer that will remain at the Site until Substantial Completion. Contractor shall be solely responsible for all construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under this Contract and following any special considerations specified by Owner in conformance with the Scope of Work.

In addition to the foregoing and those items set forth in Article II hereof:

- (a) Compliance with Laws. Contractor shall, at its expense, give all necessary notices and cause all work done and materials and equipment furnished pursuant to the Contract Documents to comply strictly with all applicable local, state and federal laws, ordinances, rules, regulations, codes and orders (hereinafter referred to collectively as "**Legal Requirements**"). Further, Contractor covenants and warrants that it shall observe and comply strictly with all Legal Requirements in connection with the performance of the

Work or otherwise. Contractor also shall take and observe all necessary measures and precautions for the safety and protection of all property and persons in connection with the performance of the Work. The Work shall be done, furnished and performed to the satisfaction of Owner and any governmental or other authorities concerned and their respective representatives, at all times, shall have access to the Work for any lawful purpose, including inspection.

- (i) *Contractor and Owner shall file the Environmental Protection Agency (EPA) Construction General Permit (CGP) separately. Contractor will file a Notice of Intent (NOI) and develop and implement an approved Storm Water Pollution Prevention Plan (SWPPP) prior to commencement or construction, and Contractor shall not file a Notice of Termination (NOT) with the EPA until authorized in writing by Owner. Authorization for Contractor to file the NOT will be granted by Owner when the area subject to the CGP has achieved final stabilization as defined in the CGP. Contractor shall pay all fees and costs associated with such permitting.*
- (b) Discipline and Good Order. Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ on the Work any unfit person or anyone nonskilled in the task assigned to him. Contractor shall be solely responsible for the care, custody, control, and direction of all persons performing the Work, and shall have sole responsibility for the employment, discharge, and direction of such persons. Contractor shall not permit, condone, or tolerate the use of alcohol or illegal drugs or controlled substances on the Site during working hours, including breaks or meal periods.
- (c) Use of Site. Contractor shall confine construction equipment, storage of materials and equipment, and the operations of workers to the Site and other areas permitted by law, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.
- (d) Maintenance of Site. Contractor shall clean up the Premises related to the Work in a thorough and workmanlike manner to the satisfaction of Owner and Owner's Representative wherever necessary during the progress of the Work and when requested by Owner or Owner's Representative. Contractor shall take all necessary precautions to keep the Premises free of safety hazards and shall protect all materials, equipment, and completed (or partially completed) Work from loss and damage, including theft and damage by weather and shall correct any damage or disfigurement to contiguous property resulting from the Work. Contractor acknowledges the dangers of uncontrolled fire on the Site and shall not permit the burning of any materials on Site without permission of Owner. Prior to Substantial Completion of the Work, Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work, Contractor shall remove from the Site all tools, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- (e) Safety. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work, and shall provide necessary protection to prevent damage, injury, or loss to all persons on the Site or who may be affected by the Work, all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of construction. Contractor shall comply with all applicable laws and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss. Vehicles shall be operated and

maintained in a safe condition. Equipment shall only be operated by properly trained personnel. Excavations shall not be left overnight without proper barricades and satisfactory warning devices.

- (f) Emergencies. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Owner and Owner's Representative prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Owner determines in Owner's sole but reasonable discretion, that a change in the Contract Documents is required because of action taken by Contractor in response to such an emergency, a Change Order will be issued.

4.02 Subcontracts.

- (a) Prior to commencement of the Work, Contractor shall furnish Owner with any updates to Contractor's List of Subcontractors (Item 1.0.I of the Contract Documents). If requested by Owner, Contractor will furnish Owner with a copy of all written agreements (including subcontracts and purchase orders) therefor and the terms of all verbal agreements therefor.
- (b) If applicable, all subcontracts shall contain unit prices and any other feasible formula for use in the determination of the cost of changes in the Work.
- (c) Contractor agrees to hold all subcontractors, including all persons directly or indirectly employed by them, responsible for any damages due to breach of contract or any negligent act and to diligently endeavor to effect recoveries of such damages.
- (d) Owner shall be deemed to be a third party beneficiary of each subcontract and may, if Owner elects, require (following Contractor's default under this Contract or Owner's termination of this Contract) that the subcontractor perform all of the then unperformed duties and obligations of such subcontractor thereunder for the benefit of Owner (rather than Contractor); however, in the event that Owner requires any such performance by a subcontractor for the direct benefit of Owner, then Owner shall be bound and obligated to pay such subcontractor for all work done by such subcontractor (1) to date (to-wit: the reasonable value of that portion of the subcontract performed by such subcontractor) and (2) subsequent to the date that Owner elects to invoke such rights. Owner's liability in this connection, however, is not to exceed the amount obtained by subtracting from the subcontract price the total of all sums paid by Contractor to Subcontractor prior to Owner invoking its rights hereunder with respect to direct performance by subcontractor for Owner. In the event that Owner elects to invoke such rights, Owner shall give written notice of such election to Contractor and such subcontractor.

4.03 Quality Control. Contractor agrees to provide quality control and process control testing following the Idaho Standards for Public Works Construction, 2015, and as further described in Section 01400 of the Specifications.

ARTICLE V **SITE CONDITIONS AND RELATED ISSUES**

5.01 Differing Subsurface or Physical Conditions. As provided in Paragraph 2.01(h), above, Contractor has acquainted itself with all existing conditions and limitations affecting the Work, including, without limitation, all property lines, utility locations, existing improvements, elevations, and Site and local conditions, as applicable to the Work. Claims for additional compensation or extensions of time because of the failure of Contractor to familiarize itself with conditions at the Site will not be allowed.

It is not intended by this provision to preclude claims for additional compensation or extension of time for conditions that would not reasonably be foreseen from a diligent inspection of the Site and review of all Site tests and studies in the possession of Contractor. If conditions are encountered by Contractor at the Site which are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then notice shall be given to Owner promptly before the conditions are disturbed and in no event later than three (3) days after first observance of the conditions. Owner will promptly investigate such conditions and, if they differ materially and cause an increase or decrease in Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If Owner determines that there are conditions at the Site as described above, and that no change in the terms of the Contract Documents is justified, Owner shall so notify Contractor in writing, stating the reasons therefor. Claims by Contractor in opposition to such determination must be made within twenty-one (21) days after Owner has given notice of the decision.

No adjustment in the Contract Time or Contract Sum shall be permitted, however, in connection with a concealed or unknown condition which does not differ materially from those conditions disclosed or which reasonably should have been disclosed by (a) Contractor's inspections, tests, reviews and preconstruction services for this Project, including any tests made by or in the possession of Contractor, or (b) inspections, tests, reviews and preconstruction services that Contractor negligently failed to request in connection with the Project. Nor shall an adjustment be permitted if: (a) Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under this Contract; or (b) the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas; or (c) Contractor failed to give the written notice as required by this Paragraph.

5.02 Underground Facilities. "Underground Facilities" include all underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

With regard to such Underground Facilities, the parties agree, as follows:

- (a) **Shown or Indicated Underground Facilities.** The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Neither Owner nor Engineer shall be responsible for the accuracy or completeness of any such information or data provided by others; and the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for: (a) reviewing and checking all such information and data; (b) locating all Underground Facilities shown or indicated in the Contract Documents; (c) coordination of the Work with the owners of such Underground Facilities, including Owner, during construction; and (d) the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work
- (b) **Not Shown or Indicated Underground Facilities.** If an Underground Facility is uncovered or revealed at or contiguous to the Site that was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 4.01 (f)) identify the owner of such Underground Facility and give written notice to that owner and to Owner's Representative and Engineer. Engineer will

promptly review the Underground Facility and, in consultation with Owner, determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility. If Engineer, in consultation and with approval of Owner, concludes that a change in the Contract Documents is required, a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated.

5.03 Hazardous Environmental Conditions at Site. For purposes of this Contract, a "Hazardous Environmental Condition" shall include the presence at the Site of asbestos, polychlorinated biphenyls, petroleum (including crude oil or any fraction thereof that is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, and oil mixed with other non "Hazardous Waste" (as defined in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time) Hazardous Waste, or radioactive material (source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time) in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.

- (a) Reports or Drawings. No Hazardous Environmental Conditions have been identified at the Site and no reports or drawings related to Hazardous Environmental Conditions have been provided by Owner.
- (b) Contractor Responsibility. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Contractor's subcontractors or suppliers, or anyone else for whom Contractor is responsible.
- (c) Encountered Hazardous Environmental Conditions. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 4.01 (f)); and (iii) notify Owner's Representative and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer or Owner's Representative concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer or Owner's Representative, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by this Paragraph.

Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely.

If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. Owner may have such deleted

portion of the Work performed by Owner's own forces or others.

- (d) Indemnification. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Contractor's subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner, Owner's Representative, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

The provisions of Paragraphs 5.01 and 5.02 above do not apply to Hazardous Environmental Conditions uncovered or revealed at the Site.

ARTICLE VI RISK OF LOSS; INSURANCE; INDEMNIFICATION

6.01 Risk of Loss. Until such time as the Completion Date has been reached, all punch-list items have been accomplished, Contractor bears all risk of loss related to the Work constructed pursuant to this Agreement. Contractor shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof and shall be written on a Builder's Risk "all-risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of any laws or regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by Owner. Such policies shall include expenses incurred in the repair or replacement of any insured property (including, but not limited to, fees and charges of engineers and architects). Such policies shall cover materials and equipment stored at the Site or at another location designated by Contractor. Such policies shall allow for partial utilization of the Work by Owner and shall include testing and startup. All such policies shall be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner and Contractor.

6.02 Other Contractor Insurance. Contractor shall purchase, at its sole cost and expense, from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Site is located such insurance as will protect Contractor from claims set forth below that arise out of or result from Contractor's operations under the Contract and for which Contractor may be legally liable, whether such operations be by Contractor or by a subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable: (i) claims under workers' compensation, disability benefits, and other similar employee benefit acts; (ii) claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;

(iii) claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees; (iv) claims for damages insured by reasonably available personal injury liability coverage which are sustained: (1) by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or (2) by any other person for any other reason; (v) claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and (vi) claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

The Insurance required by this Paragraph shall be written for not less than the limits of liability specified in **Exhibit A** or required by law, whichever is greater. The policies of Insurance required by this Paragraph shall:

- (a) With respect to insurance required by (iii) through (vi) inclusive, be written on an occurrence basis, include as "**Additional Insureds**" (subject to any customary exclusion regarding professional liability) Owner, Owner's Representative, Engineer, LeNir Ltd., the Harris Family Limited Partnership, and ACHD, and include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;
- (b) include at least the specific coverages and be written for not less than the limits of liability provided in **Exhibit A** or required by laws, whichever is greater;
- (c) include contractual liability insurance covering Contractor's indemnity obligations under Paragraph 6.05;
- (d) contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other Additional Insured;
- (e) remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work; and
- (f) include completed operations coverage: (i) Such insurance shall remain in effect for two years after final payment; and (ii) Contractor shall furnish Owner and each other Additional Insured evidence satisfactory to Owner and any such Additional Insured of continuation of such insurance at final payment and two (2) years thereafter.

Certificates of insurance for all policies required under this Article that are acceptable to Owner shall be filed with Owner prior to commencement of the Work. These certificates and the insurance policies required by this Paragraph shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to Owner. If any of the foregoing insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment.

The insurance and insurance limits required herein shall not be deemed a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

6.03 **[Intentionally omitted].**

6.04 **General Insurance Provisions.**

(a) **Waiver of Rights.** Owner and Contractor intend that all policies purchased in accordance

with Paragraph 6.01 and 6.02 will protect Owner, Owner's Representative, Contractor, subcontractors, and Engineer, and all Additional Insureds (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the Insurers will have no rights of recovery against any of the insureds or loss payees thereunder.

Owner and Contractor waive all rights against each other and their respective officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against subcontractors and Engineer, and all other individuals or entities identified as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.

- (b) Receipt and Application of Insurance Proceeds. Any insured loss under the policies required under this Contract will be adjusted with Owner and made payable to Owner as fiduciary for the loss payees, as their interests may appear, subject to the requirements of any applicable mortgage clause. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.

Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers.

6.05 Indemnification. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and defend Owner, Owner's Representative, Engineer, LeNir Ltd., the Harris Family Limited Partnership, and ACHD from any and all claims by third persons arising out of the performance of the Contract, including their respective agents, officers, directors, and employees (collectively, the "Indemnitees") (with counsel satisfactory to Owner) and hold Indemnitees harmless from all liability claims, demands, causes of action and costs of every kind and nature, including attorneys' fees, arising out of injury to, or death of, persons (including Contractor's and any Subcontractor's employees), and damage to any and all property, including loss of use thereof, occurring incident to or resulting wholly or in part from, directly or indirectly, any negligent or willful act or omission by Contractor in connection with or growing out of the Contract Documents or the performance by Contractor of the Work. The indemnification obligation of Contractor under this Paragraph shall include damage wrongfully caused by Contractor to the Work or property of Owner, Contractor shall promptly remedy any damage wrongfully caused by Contractor to a separate contractor or property of any separate contractor. Contractor shall promptly attempt to settle any such disputes.

Contractor hereby releases and discharges the Indemnitees from liability for, and assumes the risk of loss of or damage to, equipment or other property of Contractor, and hereby indemnifies the Indemnitees against all claims and liabilities for loss of or damage to equipment or other property of third parties leased or otherwise used by Contractor and tools or other property owned by or in the custody of Contractor's employees. Contractor's indemnity obligations under this Article shall, but not by way of

limitation, specifically include all claims and judgments which may be made against the indemnitees under OSHA, similar laws of the state or other governmental body having jurisdiction, and further, against claims and judgments arising from violation of public ordinances and requirements of governing authorities due to Contractor's or Subcontractor's method of execution of the Work.

The indemnification obligations of Contractor under this Paragraph shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants, and subcontractors arising out of: (1) the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or (2) giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

ARTICLE VII PAYMENT

7.01 Manner of Payment and Right to Retain.

- (a) Application for Payment. Provided that an Application for Payment is received by Owner and Owner's Representative (which representative may be changed from time to time by written notice from Owner to Contractor) not later than the 25th day of the month, together with all supporting documentation as hereinafter required, Owner shall make payment to Contractor in the amount approved by Owner not later than the 15th day of the following month, less any amount that Owner is entitled to withhold pursuant to the provisions of Paragraph 7.02. Owner's Representative will observe the Work for the purpose of confirming completion in accordance with the Contract Documents. Owner's Representative is also authorized to give field instructions to Contractor.
- (b) Payment Period. The period covered by each Application for Payment shall be one (1) calendar month ending on the last day of the month. Each Application for Payment shall be based upon the approved Schedule of Values for all purposes.
- (c) Payment Amount. Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:
 - (i) *Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the Schedule of Values, less retainage of five percent (5%). Amounts not in dispute may be included even though the Contract Sum has not yet been adjusted by Change Order;*
 - (ii) *Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by Owner, suitably stored off the site at a location agreed upon in writing), less retainage of five percent (5%);*
 - (iii) *Subtract the aggregate of previous payments made by Owner; and*
 - (iv) *Subtract amounts, if any, for which Owner has withheld or nullified an Application for Payment.*

Subject to the risk of loss provisions of Paragraph 6.01, payment amounts may include other specialized equipment not yet installed. All such items must be secured and stored in accordance with manufacturer recommendations. As further provided in Paragraph 6.01, Contractor bears all risk of loss if such items are damaged, lost, stolen, or otherwise rendered unfit or unavailable for installation as part of the Work.

- (d) Certification. In each Application for Payment, Contractor shall certify as to subcontractors and suppliers that there are no known mechanics or materialmen liens outstanding as of the date hereof, all due and payable bills with respect to the work have been paid to date or are included in the amount requested in the current Application for Payment, and, except for such bills not paid but so included, there is no known basis for the filing of any mechanics or materialmen liens on the Work and waivers from all subcontractors and materialmen for which payment was made from the last advance made by Owner have been obtained.

At the time that each Application for Payment is submitted by Owner to Contractor, Contractor shall furnish to Owner a partial release of Contractor's liens, in the form attached as Item 2.0.H of the Contract Documents, covering all sums due Contractor through the date of the current Application for Payment, which partial release shall be duly executed and acknowledged by Contractor.

Contractor, within ten (10) days after Contractor's receipt of each progress payment, shall deliver to Owner partial releases of mechanic's and materialman's liens for all subcontractors and suppliers providing labor and/or materials to the Work, in the form attached as Item 2.0.I to the Contract Documents. Owner reserves the right to issue joint checks to Contractor and any Subcontractor or supplier and receive a credit against the applicable payment to Contractor.

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

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

- (g) Waiver. The acceptance of final payment by Contractor shall constitute a waiver of all claims by Contractor except those previously made in writing and still unsettled.

7.02 Owner's Right to Withhold. Any provision hereof to the contrary notwithstanding, Owner shall not be obligated to make any payment to Contractor hereunder if any one or more of the following conditions exists:

- (a) Contractor has failed to perform any of its material obligations hereunder or otherwise is materially in default under any of the Contract Documents; provided, however, that if such default may be cured by the payment of a liquidated sum of money, then such payment shall be made as to the part thereof not affected by such default and Owner shall retain the remainder of such payment until such default has been cured;
- (b) Any part of such payment is attributable to Work that is defective, not performed, or not performed in accordance with the Contract Documents;
- (c) Contractor has failed to make payments promptly to Contractor's subcontractors for material and labor used in the Work, except as to claims for payment for material or labor used in the Work the validity of which Contractor is contesting in good faith in accordance with Paragraph 7.01(f);
- (d) If Owner, in its good faith judgment, determines that the portion of the Contract Sum then remaining unpaid will not be sufficient to complete the Work in accordance with the Drawings and Specifications, whereupon no additional payments will be due Contractor unless and until Contractor, in its sole cost, performs a sufficient portion of the Work so that such portion of the Contract Sum then remaining unpaid is reasonably determined by Owner to be sufficient to so complete the Work. For purposes of making the aforesaid judgment, Owner may (but is not obligated to) rely on the Schedule of Values, showing Contractor's estimate of Contractor's Costs for each of the items or categories of items described therein.

When any reason for withholding payment has been remedied, payment will be made for amounts previously withheld, less any costs which Owner reasonably incurred as a consequence or circumstance that gave rise to the withholding of such payment.

No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the Work to which such partial payment relates or relieve Contractor of any of its obligations hereunder with respect thereto.

ARTICLE VIII **CHANGES IN THE WORK**

8.01 Change Orders. Owner shall have the right at any time, by written change order provided by and signed by Owner, to make changes in any one or more of the following parts of the Contract:

- (a) the Drawing and Specifications; or
- (b) the scheduling of performance of all or any portion of the Work.

If, in Owner's discretion, any such changes cause an increase or decrease in the cost of, or the time required for, the performance of any part of the Work, an equitable adjustment will be made in the Contract Sum called for (based upon unit prices quoted, if applicable) or the Contract Time, or both, and this Contract shall be modified in writing accordingly by change order on the form identified on Item 2.0.G to the Contract Documents (each a "Change Order"). Any claim by Contractor for adjustment under this Paragraph must be submitted to Owner in writing within ten (10) days from the date of receipt by Contractor of notification of change. No Work identified on any proposed Change Order shall be commenced until Owner executes a written Change Order. Pending final determination of costs by Owner, payments shall be made on the portion of Contractor's Application for Payment approved by Owner.

Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including but not limited to, all direct and indirect costs associated with such change and any and all adjustments to the Contract Sum and the Contract Time. In the event a Change Order increases the Contract Sum, Contractor shall include the Work covered by such Change Orders in Applications for Payment as if such Work were originally part of the Contract Documents.

8.02 Non-Contractor Delays. Any delay or delays from time to time occurring, caused by Owner or as a result of fire, earthquake, adverse weather conditions not reasonably anticipated, or other acts of God or causes beyond the reasonable control of Contractor, including general labor disputes or unusual delays in transportation, shall not be attributed to Contractor, nor shall Owner be liable for any such delays, it being recognized that, from time to time, Contractor is confronted by delays beyond its control. Nevertheless, immediately after the cause of such delay or delays is removed, Contractor shall resume and continue performance in accordance with a mutually agreed upon revised schedule for the Work, with no additional increase in the Contract Sum. If a non-Contractor delay occurs, Contractor shall notify Owner of such delay within ten (10) days following the inception of such delay; otherwise, Contractor shall not be entitled to an extension of the Contract Time due to such delay. Contractor shall take all reasonable steps to avoid any delay. Contractor further acknowledges and agrees that adjustments in the Contract Time will be permitted for a delay only to the extent such delay (i) is not caused by Contractor and (ii) adversely affects the critical path of the Work. All delays in the Contract Time or the date of Substantial Completion or Final Completion must be approved in writing by Owner by a written Change Order.

ARTICLE IX **DEFAULT, TERMINATION, AND RELATED MATTERS**

9.01 Termination without Cause. Owner may terminate this Contract at its convenience for any reason or no reason upon three (3) business days' written notice to Contractor. Such termination shall be effective in the manner specified in the notice and shall be without prejudice to any claims which Owner may have against Contractor. Upon termination where Contractor is not in default, as Contractor's sole remedy therefor, Contractor shall be entitled only to payment in the amount of (i) the Contract Sum prorated based on the percentage of Work completed and paid in accordance with Article VII, and (ii) reasonable demobilization expenses and any other cost reasonably incurred by Contractor in carrying out the activities requested by Owner in connection with Owner's termination of this Contract. On receipt of a notice of termination for cause or convenience, Contractor shall, unless the notice shall direct otherwise, immediately discontinue Work, and the placing of orders for materials, facilities and supplies in connection with the performance of the Work and shall further, if requested, make every reasonable effort to procure the cancellation of any existing orders and subcontracts upon terms satisfactory to Owner. Contractor shall thereafter perform only such acts as may be necessary to preserve and protect Work already in progress, materials, plans or equipment, whether the same be located on the Project site or in transit thereto as directed by Owner.

9.02 Contractor's Default. If Contractor defaults or persistently fails or neglects to carry out the Work in accordance with the Contract Documents or fails to perform a provision of the Contract, Owner, after seven (7) days' written notice to Contractor, and without prejudice to any other right or

remedy Owner may have, provided Contractor has not cured such default or failure within said seven (7) day period, may make good such deficiencies and may deduct the cost thereof, including compensation for Owner's services and expenses made necessary thereby, from the payment then or thereafter due Contractor.

- (a) In the case of an "emergency" (defined herein as any default, neglect or defect in or with respect to the Work endangering life and/or property damage in excess of \$10,000), Owner shall provide Contractor with written notice of such default, neglect or defect constituting such emergency, but Owner may immediately commence and continue correction of such emergency, without waiting for the expiration of the above-described notice and cure period.
- (b) In any case where Owner makes good any deficiencies as provided herein, an appropriate Change Order shall be issued deducting from payments then or thereafter due Contractor the cost of correcting such deficiencies, including compensation for any architect's and their respective consultants' additional services and expenses made necessary by such default, neglect, or failure. Such action by Owner and amounts charged to Contractor shall be reasonable and necessary. If payments then or thereafter due Contractor are not sufficient to cover such amounts, Contractor shall pay the difference to Owner. Alternatively, at Owner's option, Owner may terminate the Contract and take possession of the Site and remove all materials, equipment, tools and construction equipment and machinery thereon owned by Contractor (or require Contractor to immediately remove all such materials, equipment, tools and construction equipment and machinery from the Site) and Owner may finish (or cause another contractor to finish) the Work by whatever method Owner may deem expedient.
- (c) After termination by Owner pursuant to this Paragraph, Contractor shall not be entitled to any further payment under this Contract, except to the extent of any amount by which Work completed prior to such termination and not previously paid for by Owner exceeds the amount due by Contractor to Owner under this Paragraph (including all damages that Owner would be entitled to recover at law from Contractor by reason of Contractor's breach), and even then only at such time as the Work is finally completed by Owner. If the unpaid balance of the Contract Sum exceeds the cost of finishing the Work, including compensation for any architect's or other professional services and expenses made necessary thereby (including, without limitation, Owner's reasonable attorney's fees and costs), such excess shall be paid to Contractor following completion of the Work by Owner, but if such cost exceeds such unpaid balance, Contractor shall pay the difference to Owner. Owner shall not be responsible to Contractor for any loss of anticipated profits on Work not performed on account of a termination under this Paragraph. Any sums payable by Contractor to Owner shall be payable upon demand and shall bear interest at the rate of ten percent (10%) ("Default Rate") per annum until paid.

9.03 Additional Acts of Contractor Default.

- (a) In addition to the circumstances outlined in Paragraph 9.02 entitling Owner to perform Work on behalf of Contractor or terminate the Contract, if: (i) Contractor becomes insolvent, or makes a transfer in fraud of creditors, or makes an assignment for the benefit of creditors; (ii) Contractor files or has filed against it a petition under any chapter or section of the U.S. Bankruptcy Code, as amended, or under any similar law or statute of the United States or any state thereof, or shall be adjudged bankrupt or insolvent in any legal proceeding; (iii) a receiver or trustee is appointed for all or a significant portion of the assets of Contractor; or (iv) Contractor actually or constructively abandons, or puts Owner on actual or constructive notice that it intends to abandon, the Project, Owner may exercise the remedies provided in Paragraph 9.02 and in this Paragraph.

- (b) It is recognized that: (1) if an order for relief is entered on behalf of Contractor pursuant to Title 11 of the United States Code, (2) if any other similar order is entered under any other debtor relief laws, (3) if Contractor makes a general assignment for the benefit of its creditors, (4) if a receiver is appointed for the benefit of its creditors, or (5) if a receiver is appointed on account of its insolvency, any such event could impair or frustrate Contractor's performance of the Contract Documents. Accordingly, it is agreed that upon the occurrence of any such event, Owner shall be entitled to request of Contractor or its successor in interest adequate assurance of future performance in accordance with the terms and conditions of the Contract Documents. Failure to comply with such request within ten (10) days of delivery of the request shall entitle Owner to terminate the Contract Documents and to the accompanying rights set forth in Paragraph 9.02. In all events, pending receipt of adequate assurance of performance and actual performance in accordance therewith, Owner shall be entitled to proceed with the Work with its own forces or with other contractors on a time and material or other appropriate basis, the cost of which will be back charged against the Contract Sum.

9.04 Owner Default. If Owner fails to make a payment required hereunder for a period of thirty (30) days, Contractor, after seven (7) days written notice to Owner, without prejudice or any other right or remedy Contractor may have, provided Owner has not cured such default within said seven (7) day period, may terminate this Contract and recover from Owner for payment for Work executed and for proven loss with respect to materials, equipment, tools and construction equipment and machinery, including reasonable overhead for profit and damages applicable to the Project, plus interest at the Default Rate until paid

9.05 Dispute Resolution. Owner and Contractor agree to mediate all claims and disputes prior to litigation or arbitration. If the dispute cannot be resolved by mediation, the dispute shall be decided by arbitration, if elected by Owner in Owner's sole discretion; otherwise, disputes may be resolved by a court of competent jurisdiction in Ada County.

Owner, at Owner's sole election, may choose arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. If Owner elects to arbitrate such dispute, there shall be a prehearing meeting between the parties at which each party shall present a memorandum disclosing the factual basis of its claim and defenses and disclosing legal issues raised. Only one arbitrator shall be selected to resolve any claim or dispute hereunder. The memorandum shall also disclose the names of any expert that a party may present as a witness during the proceedings. The party shall be entitled to discover all documents and information reasonably and necessary for a full understanding of any legitimate issue raised in the arbitration. The parties may use all methods of discovery available under the Federal Rules of Civil Procedure and shall be governed thereby.

9.06 Liquidated Damages. Owner and Contractor recognize that time is of the essence in this Agreement and that Owner will suffer financial loss if the Work is not substantially complete prior to the Substantial Completion date, plus any extensions thereof allowed in accordance with this Contract. The parties also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner \$1,000.00 for each day that expires after the Substantial Completion dates for each segment identified herein, as applicable and as identified in Paragraph 1.03, until the Work is complete.

ARTICLE X **INTERPRETATION AND OWNERSHIP OF CONTRACT DOCUMENTS**

10.01 Interpretation of Contract Documents. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all. Performance by Contractor shall be

required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the Intended results. All dimensions and clearances necessary to perform the Work as indicated on the Drawings and contained in the Specifications, shall be verified by Contractor at the job site before executing the relevant portion of the Work and Contractor shall report any discrepancies to Engineer and Owner's Representative for adjustment before any Work affected thereby is commenced. Additionally, if sufficient detailed Information is lacking, if Work is required in such a manner as to make it impossible to produce first-class Work, or if discrepancies appear among Contract Documents, then Contractor shall request clarification or interpretation from Engineer and Owner's Representative before proceeding with such Work.

The order of precedence of the Contract Documents is as set forth in Section 01000 of the Specifications. The most recently issued documents take precedence over previously issued forms of the same document. If an item is shown one place in the Drawings but not another, or called for in a schedule of the Specifications but not shown on the Drawings, it is to be included.

In the event of any internal inconsistency in either the Drawings or Specifications, or with each other, the appropriate method of performing the Work, in the event of the above mentioned inconsistency, shall be determined by Engineer with Owner's approval. Figures take precedence over physical scale measurements. Large scale details take precedence over smaller scale details. Drawings take precedence in regard to dimensions, when in conflict with mechanical and structural drawings, except for the size of the structural members. Specifically titled drawings and sections of the Specifications take precedence over indication of the item in a collateral way. Existing conditions take precedence over Drawings and Specifications for dimensions.

List of "Work included" and "Work excluded" in the Drawings and Specifications are not intended to enumerate each and every item of work or appurtenance required, and must be used in conjunction with other portions of the Contract Documents.

Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to any laws or regulations, shall mean the standard, specification, manual, code, or law or regulation in effect at the time of submission of Contractor's bid, except as may be otherwise stated in the Contract Documents. No provision of any such standard, specification manual, or code, or any instruction of a supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

10.02 Clarification of Contract Documents; Discrepancies. Clarifications and interpretations of the Drawings or Specifications shall be issued by Engineer. As further provided in Paragraph 2.01(i), Contractor has reviewed the Contract Documents and must promptly report any conflict, error, ambiguity, or discrepancy discovered or of which Contractor has actual knowledge and obtain a written interpretation or clarification from Engineer. Except as may be otherwise stated in the Contract Documents, the Contract Documents shall control in resolving any conflict between the Contract Documents and any standard, specification, manual, or code, or the instruction of any supplier, or the provisions of any law or regulation unless such an interpretation would result in a violation of such law or regulation.

10.03 Plans. Contractor or its subcontractors shall not have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies thereof) prepared in connection with the Work by Owner or its agents, nor shall Contractor or any of its subcontractors reuse any such Drawings, Specifications, or other documents (or copies thereof) on extensions of the Project or any other project without written consent of Engineer and Owner and specific written verification or adaptation by Engineer. The prohibitions set forth in this Paragraph will survive final payment or termination of this Contract.

10.04 Data. Data that may be relied upon are printed or hard copies. Files in electronic media format are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

ARTICLE XI
TESTS AND INSPECTIONS

11.01 Access to Work. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

11.02 Tests and Inspections.

- (a) Contractor shall give Engineer or Owner's Representative timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
- (b) Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents, except:
 - (i) for inspections, tests, or approvals covered by Paragraphs 11.02(c) and 11.02(d) below;
 - (ii) costs incurred in connection with tests or inspections conducted pursuant to Paragraph 11.03(b) shall be paid as provided in Paragraph 11.03(c); and
 - (iii) as otherwise specifically provided in the Contract Documents.
- (c) If any public body having jurisdiction or any utility requires any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body or utility, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer and Owner's Representative the required certificates of inspection or approval.
- (d) Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.

11.03 Uncovering Work.

- (a) If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer or Owner's Representative, Contractor shall, if requested by Engineer or Owner's Representative, uncover such Work for observation. Uncovering Work shall be at Contractor's expense unless Contractor has given Engineer or Owner's Representative timely notice of Contractor's intention to cover the same and Engineer and Owner's Representative have not acted with reasonable promptness in response to such notice.
- (b) If Engineer or Owner's Representative considers it necessary or advisable that covered Work be observed by Engineer or Owner's Representative or inspected or tested by

others, Contractor, at Engineer or Owner's Representative's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer or Owner's Representative may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.

- (c) If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others) and Owner shall be entitled to an appropriate decrease in the Contract Price. If it is found that such work is not defective, and Owner has received notice of the proposed uncovering, then Owner shall pay all costs related to uncovering and subsequent recovering of the Work inspected.
- (d) If uncovering of any Work is required by any governmental or quasi-governmental agency or utility, all such costs for uncovering the Work shall be borne by Contractor.

11.04 Owner May Stop the Work.

- (a) If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any subcontractor, any supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

11.05 Correction or Removal of Defective Work. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer or Owner's Representative, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

When correcting defective Work under the terms of this Paragraph 11.05 or Paragraph 11.06, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

11.06 Acceptance of Defective Work. Instead of requiring correction or removal and replacement of defective Work, Owner may agree to accept such Work. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work and for the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted.

11.07 Owner May Correct Defective Work.

- (a) If Contractor fails within a reasonable time after written notice from Engineer or Owner's Representative to correct defective Work, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other

provision of the Contract Documents, Owner may, after seven days' written notice to Contractor, correct, or remedy any such deficiency and deduct such cost from the Contract Price.

- (b) In exercising the rights and remedies under this Paragraph, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.
- (c) All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- (d) Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph.

11.08 Re-Inspection and/or Overtime Inspection. The cost of any re-inspection or overtime inspection by any person having the right to make re-inspections, whether by law or otherwise, shall be borne by Contractor in the event such re-inspection was made necessary by failure of Contractor to complete the Work contracted for herein, in accordance with the aforesaid plans and specifications.

ARTICLE XII **WARRANTY**

12.01 Warranty of Contractor. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Notwithstanding anything contained in the Contract Documents to the contrary, if, within two (2) years after the date of Final Completion or such longer period of time as may be prescribed by law with respect to latent defects or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provisions of the Contract Documents, Owner discovers any defective work, including any portion of the Work that was not constructed substantially in accordance with the Contract Documents, Contractor shall promptly, without cost to Owner, either correct such defective Work, or, if it is not possible to correct such defective Work, remove it from the site and replace it with non-defective Work.

The cost to Contractor of performing any of its obligation under this Article shall not be included in the cost of the Work and Contractor shall bear all extra costs such as additional design services related to such defective work.

In any emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or the rejected Work removed and replaced, and all direct costs of such removal and replacement, including reasonable compensation for additional professional services, shall be paid by Contractor. Inability or refusal of a subcontractor responsible for defective Work to correct such Work shall not excuse Contractor from performing under the warranty provided in this Paragraph.

Should Contractor fail to make such warranty corrections required hereby within five days after written notice thereof from Owner to Contractor, provided that if the required corrections cannot be made within five days, Contractor fails to commence making such warranty corrections within a reasonable period of time, not to exceed thirty (30) days, and diligently continue the prosecution of such warranty corrections until completion, Owner may do so at the expense of and for the account of Contractor.

Contractor's warranty provided herein is in addition to, and not in lieu of, any other remedies Owner may have under this Contract, at law, or in equity for defective Work.

All guarantees and warranties of materials and workmanship running in favor of Contractor shall be transferred and assigned to Owner or ACHD (if applicable) on final acceptance of the Work and prior to Contractor receiving final payment. In case of guarantees or warranties covering equipment and/or materials furnished and Work performed by subcontractors (including manufacturers), such guarantees and warranties shall be addressed to and in favor of Owner and run for two years, at least, from the date of Contractor's completion of the entire Work. Contractor shall be responsible for delivery of such guarantees and warranties to Owner or ACHD (if applicable) prior to final acceptance of the Work. Delivery of guarantees or warranties shall not relieve Contractor from any obligation assumed under any provision of this Agreement.

The two year warranty period for any item of defective Work shall recommence upon repair or restoration as described in this Article until two years of satisfactory service with no warranty work required is achieved.

ARTICLE XIII **MISCELLANEOUS PROVISIONS**

13.01 Books and Records. Contractor shall keep full and detailed accounts, books and records as may be necessary for proper financial management under this Contract, which books and records shall be preserved by Contractor for a period of two (2) years after the final payment by Owner. Owner may inspect, copy and audit, upon twenty-four (24) hours' prior notice, all or any part of the books and records of Contractor relating to the Work.

13.02 Entire Agreement; Amendment. The Contract Documents set forth all agreements between Owner and Contractor relative to the Work, and all prior negotiations or agreements are merged in the Contract Documents. No modification hereof or subsequent agreement relative to the subject matter of the Contract Documents shall be binding unless in writing and signed by both parties to the Contract Documents. Notwithstanding the foregoing, minor variations and deviations in the Work may be authorized by: (1) a Field Order; (2) Engineer's approval of a Shop Drawing or Sample; or (3) Engineer's written interpretation or clarification of Specifications or Drawings.

13.03 Waiver of Remedies. The waiver by Owner of any default, or of any breach of the terms of the Contract shall not be deemed a waiver of any subsequent breach. Remedies and rights of Owner in the event of any breach hereof by Contractor are cumulative and in addition to those given by law.

13.04 Assignment.

- (a) **By Contractor.** Subject to Contractor's right to contract with subcontractors and suppliers with respect to the performance of portions of the Work, Contractor shall not assign all, or any part of, this Contract nor any payments hereunder without first obtaining the consent in writing from Owner and then, only subject to the provisions of this Contract. This Contract is for Owner's benefit, its successors and assigns who, as well as Contractor, may directly enforce all rights and warranties, express or implied herein, but subcontractors shall have recourse only against Contractor and not against Owner.
- (b) **By Owner.** Owner may assign its rights under this Contract to any affiliate of Owner, without Contractor's prior written consent, and Owner also may collaterally assign its

rights under this Contract to a lender. Owner may rely solely upon Contractor for enforcement of all subcontracts. To effect such purpose, Contractor assigns to Owner the right, upon election of Owner, to bring any actions against subcontractors and material vendors without waiver by Owner of his right against Contractor because of defaults, delays, and defects for which a subcontractor or material vendor may also be liable; provided, however, that Owner shall not have the right to bring such actions directly against such subcontractor unless Contractor has defaulted hereunder (and such default remains uncured) or Owner has terminated the Contract as a result of such default. Contractor will indemnify, defend and hold Owner, Owner's Representative, Engineer, Harris Family Limited Partnership, and, where applicable, ACHD, harmless from any failure or refusal of any subcontractor to comply with any provision of the Contract Documents.

13.05 Relationship. Nothing contained in this Contract shall be deemed or construed to create the relationship of principal and agent or joint venturer as between Owner and Contractor, it being agreed and understood that the only relationship between the parties is that of Owner and independent contractor.

13.06 Attorneys' Fees. The prevailing party in any court or arbitration action arising out of this Contract, or the enforcement or breach hereof, shall be entitled to court costs and reasonable attorneys' fees as determined by the Court or arbitrator, including fees incurred on any appeal thereof.

13.07 Notices. Any notice provided or permitted to be given under the Contract Documents must be in writing and may be served by depositing same in the United States mail, addressed to the party to be notified, postage prepaid, by registered or certified mail, with return receipt requested; by delivery of such notice in person to such party; or by facsimile (with confirmation or receipt); or by nationally recognized overnight delivery service. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notice, the addresses of the parties shall be as set forth on the signature page hereof.

13.08 Severability. If any term or provision of this Contract shall be found to be illegal, unenforceable, or in violation of the laws, statutes, ordinances, or regulations of any public authority having jurisdiction thereof by a court of competent jurisdiction, then, notwithstanding such term or provision, this Contract shall be and remain in full force and effect and such term shall be deemed stricken; provided, however, this Contract shall be interpreted, when possible, so as to reflect the intentions of the parties as indicated by any such stricken term or provision.

13.09 Choice of Law. This Contract shall be enforceable under, and interpreted in accordance with, the laws of the state of Idaho. Venue for any litigation in any way related to this Agreement shall be in Ada County.

13.10 Waiver. Waiver by Owner of any provision of this Contract in one instance shall not constitute a waiver as to any other instance.

13.11 Intellectual Property. Contractor may not use Owner's or the Harris Ranch trade name, logo, or photographs of the Premises in any manner whatsoever without the prior written consent of Owner, which consent may be withheld in Owner's sole discretion.

13.12 Headings; Capitalization. The headings used in this Contract are for convenience only and are not to be construed as part of this Contract. Any terms capitalized but not defined herein shall have the meanings set forth in the Contract Documents.

13.13 Interpretation. In the event of any inconsistency or ambiguity between this Contract and any of the Contract Documents, this Contract shall prevail. Owner and Contractor both acknowledge and agree that each has reviewed the terms of this Contract. The parties further agree that the rule of construction that any ambiguities are resolved against the drafting party will be subordinated to the

principle that the terms and provisions of this Contract will be construed fairly as to all parties and not in favor or against any party.

13.14 Cooperation. The parties covenant and agree to do, execute, and deliver, or cause to be done, executed, and delivered, such further acts and assurances, for implementing the intention of the parties under this Contract.

13.15 Authority. Contractor's execution of this Agreement and performance thereof is within Contractor's duly authorized power.

13.16 Counterparts. This Contract may be executed in counterparts.

[end of text – signatures on following page]

IN WITNESS WHEREOF, the parties have caused this Contract to be properly executed as of the day and year first written above.


OWNER:

BARBER VALLEY DEVELOPMENT, INC.
an Idaho corporation

By: 
Doug Fowler, President

CONTRACTOR:

KNIFE RIVER CORPORATION – MOUNTAIN WEST
a Delaware corporation

By: 
Jesse Rosin, Authorized Agent

ADDRESS FOR NOTICE:
4940 E. Mill Station Dr.
Suite 101 B
Boise, ID 83716

ADDRESS FOR NOTICE:
5450 W. Gowen Road
Boise, Idaho 83709

With a copy to:

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

EXHIBIT A

The following insurance limits shall apply:

- a. Automobile liability: \$1,000,000.00 (combined single limit per accident or occurrence)
- b. Commercial General Liability:
 - i. General Aggregate: \$2,000,000.00
 - ii. Bodily Injury or Death (per occurrence): \$2,000,000.00
 - iii. Property damage (per occurrence): \$1,000,000.00
 - iv. Fire liability (per fire): \$300,000.00
 - v. Medical (any one person): \$10,000.00

Contractor shall have an equipment policy with limits adequate to protect Owner. As further set forth in Article VI of the Contract, the Additional Insureds shall include Owner, Owner's Representative, Engineer, LeNir Ltd., the Harris Family Limited Partnership, and ACHD.

NOTICE OF AWARD

for

**HARRIS RANCH COMMUNITY INFRASTRUCTURE DISTRICT NO. 1 –
DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO. 9 IMPROVEMENTS**

TO: KNIFE RIVER CORPORATION – MOUNTAIN WEST

OWNER'S PROJECT NO.: 18008

You are notified that your Bid dated December 19, 2018 for the Project has been considered. You are the successful bidder for the Project and have been awarded the contract.

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

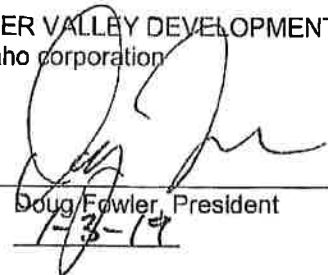
TOTAL LUMP SUM PRICE: \$ 2,553,407.00

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

ACCEPTANCE OF AWARD:

OWNER:

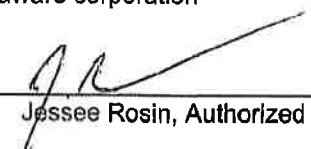
BARBER VALLEY DEVELOPMENT, INC.,
an Idaho corporation

By: 
Date: 1-3-19

Doug Fowler, President

CONTRACTOR:

KNIFE RIVER CORPORATION –
MOUNTAIN WEST,
a Delaware corporation

By: 
Date: _____

Jesse Rosin, Authorized Agent

DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO. 9
 CID Eligible Bid Tabulation
 December 4, 2018

				KNIFE RIVER				GRANITE EXCAVATION, INC.			
No	Description	Unit	Quantity	Unit Cost	Extended Cost	Quantity	Unit Cost	Extended Cost	Quantity	Unit Cost	Extended Cost
1	Mobilization	LS	1	\$ 150,570.00	\$150,570.00	1	\$ 6,660.37	\$6,660.37			
2	Bonds	LS	1	\$ 11,130.00	\$11,130.00	1	\$ 40,951.89	\$40,951.89			
3	Insurance	LS	1	\$ 1,390.00	\$1,390.00	1	\$ -	\$0.00			
	SUBTOTALS				\$163,090.00			\$47,612.26			
General Site Work											
4	Traffic Control	LS	1	\$7,200.00	\$7,200.00	1	\$9,416.38	\$9,416.38			
5	Clear and Grub	AC	7	\$7,440.00	\$7,440.00	9.2	\$6,820.11	\$62,745.01			
6	Trench Strip/Shoelie	CY	11650	\$4.05	\$47,182.50	707	\$4.01	\$2,835.07			
7	Trench Backfill / Borrow (Onsite)	CY	7254	\$15.00	\$108,810.00	11145	\$9.73	\$8,136.58			
8	Mass Excavation and Embankment / Borrow	CY	40500	\$7.50	\$303,750.00	49153	\$11.53	\$566,734.09			
9	Overexcavate & Recompact Test Pits	LS	1	\$0.00	\$0.00	1	\$12,180.51	\$12,180.51			
10	Overexcavate & Recompact Exits, Drainage Ponds & Ditches	LS	1	\$20,309.80	\$20,309.80	1	\$52,537.56	\$52,537.56			
11	Reinforced Rocks and Concrete	LS	1	\$3,960.00	\$3,960.00	1	\$1,176.05	\$1,176.05			
12	Abandon Existing Well & Remove Attached Piping & Shed	LS	1	\$3,900.00	\$3,900.00	1	\$3,971.35	\$3,971.35			
13	Fence Removal	LF	2900	\$0.85	\$2,465.00	2606	\$1.17	\$3,049.02			
14	Concrete New Fence	LF	1450	\$7.20	\$10,440.00	1450	\$11.48	\$16,646.00			
15	Continuation Surveying (Owner Furnished)	LS	1	\$0.00	\$0.00	1	\$7,464.20	\$7,464.20			
	SUBTOTALS				\$525,097.30			\$746,831.82			
Rocks											
16	Road & Sidewalk Subgrade Compact & Pave	CY	14,500	\$0.85	\$12,325.00	10,001	\$1.97	\$19,701.97			
17	6" Minus Uncrushed Aggregate Subbase (Imported)	CY	3,692	\$25.65	\$94,659.80	5,909	\$16.35	\$96,612.15			
18	3/4" Minus Crushed Aggregate Base Course	CY	945	\$28.85	\$27,173.25	1,263	\$23.57	\$29,805.91			
19	2" Asphalt Concrete	SY	5,750	\$10.20	\$58,140.00	6,061	\$11.88	\$72,004.68			
20	3" Asphalt Concrete	SY	1,950	\$12.25	\$23,887.50	2,681	\$14.16	\$37,962.36			
21	Type "C" Asphalt Repair	SY	368	\$18.75	\$6,898.00	176	\$26.45	\$4,635.20			
22	Type "C" Gravel Repair	SY	812	\$10.05	\$8,160.00	79	\$16.35	\$1,291.65			
23	Alley Approach With 3/4" Minus Crushed Aggregate Base	EA	4	\$1,440.00	\$5,760.00	4	\$2,411.51	\$9,646.04			
24	Standard 6" Vertical Curb and Gutter	LF	3,746	\$15.60	\$58,437.60	3,722	\$17.80	\$66,251.60			
25	3/4" Minus Base for Curb and Gutter	CY	126	\$112.00	\$14,112.00	269	\$32.28	\$8,683.32			
26	6" Concrete Sidewalk - 5" Thick	LF	1,918	\$21.85	\$41,908.30	1,821	\$21.70	\$39,515.70			
27	3/4" Minus Base for 6" Sidewalks	CY	154	\$69.65	\$10,726.10	175	\$28.09	\$4,915.75			
28	15" Concrete Sidewalk 5" thick	LF	1,268	\$54.00	\$68,472.00	1,297	\$54.26	\$70,375.22			
29	3/4" Minus Base for 15" Sidewalk	CY	338	\$60.15	\$20,330.70	312	\$28.09	\$8,764.08			
30	Truncated Domes	EA	60	\$180.00	\$10,800.00	30	\$1,090.93	\$32,727.90			
31	Handicap Ramps	EA	10	\$600.00	\$6,000.00	22	\$1,378.01	\$30,316.22			
	SUBTOTALS				\$499,375.25			\$531,950.35			
Storm Drain											
32	12" HDPE or PVC Storm Drain Pipe	LF	1,484	\$32.90	\$48,933.60	734	\$31.55	\$23,157.70			
33	15" HDPE or PVC Storm Drain Pipe	LF	351	\$49.00	\$17,199.00	349	\$44.95	\$15,687.53			
34	18" HDPE or PVC Storm Drain Pipe	LF	1,283	\$32.45	\$41,633.85	1,057	\$62.46	\$65,020.22			
35	12" Metal End Section With Trash Rack	EA	5	\$441.00	\$2,205.00	4	\$706.15	\$2,824.60			
36	18" Metal End Section With Trash Rack	EA	2	\$713.00	\$1,426.00	2	\$760.64	\$1,521.28			
37	Type I Catch Basin	EA	10	\$1,020.00	\$10,200.00	10	\$1,455.45	\$14,554.50			
38	Division Box	EA	2	\$4,200.00	\$8,400.00	2	\$3,617.70	\$7,235.40			
39	Storm Drain Manhole, 48 Inch	EA	13	\$2,560.00	\$33,280.00	13	\$2,871.68	\$37,331.84			
40	Connect New 48" Manhole to Existing Pipe	EA	1	\$2,360.00	\$2,360.00	1	\$525.89	\$525.89			
41	Inlet Protection Action With Orifice Pipe	EA	1	\$3,720.00	\$3,720.00	1	\$2,102.92	\$2,102.92			
42	Overflow Weils	LS	1	\$14,650.00	\$14,650.00	1	\$1,768.59	\$1,768.59			
43	Rip Up Pipe Inlet/Outlet Protection	SY	6	\$312.00	\$1,872.00	404	\$25.17	\$10,168.68			
44	Remove Existing Storm Drain Manhole, 48 Inch	EA	1	\$293.00	\$293.00	1	\$387.76	\$387.76			

DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO. 9
 CID Eligible Bid Tabulation
 December 4, 2018

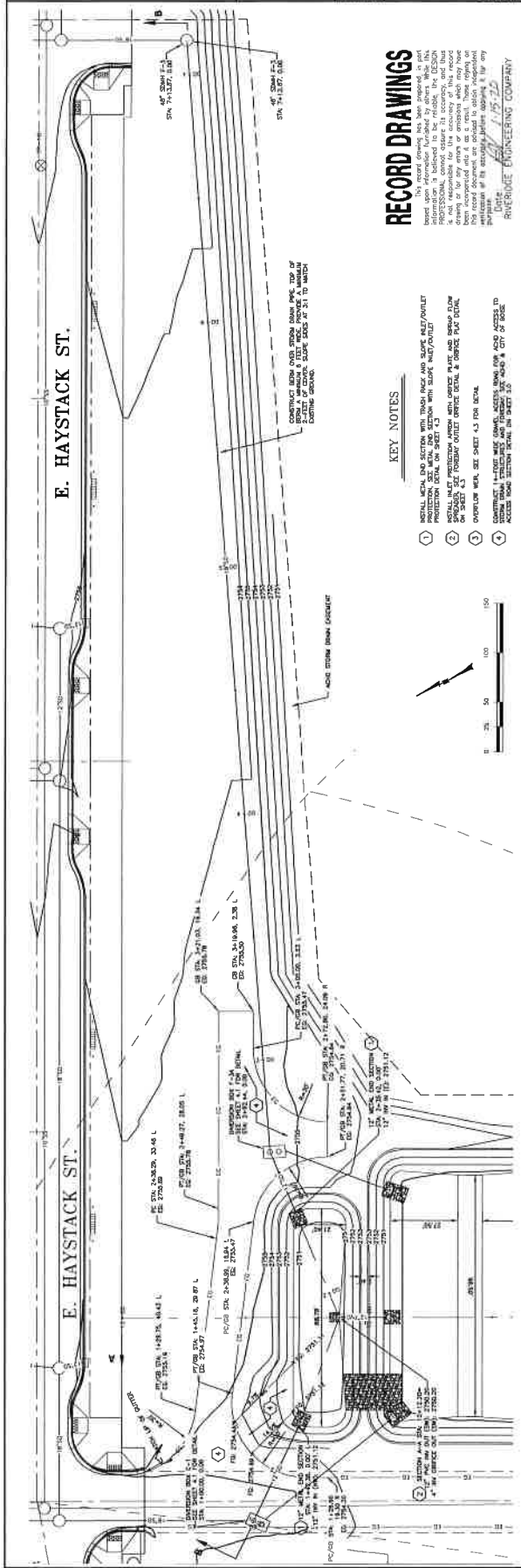
		KNIFE RIVER				GRANITE EXCAVATION, INC.			
No	Description	Unit	Unit Cost	Extended Cost	Quantity	Unit Cost	Extended Cost		
45	Remove 12" Storm Drain and Grouse Opening	LF	\$85.30	\$852.30	252	\$10.41	\$2,722.42		
46	Remove 15" Storm Drain	LF	\$8.35	\$1,336.00	163	\$13.39	\$2,508.57		
47	Construct Opening in Exst. SD MH w/ Sand & Grease Trap	EA	\$445.00	\$890.00	2	\$568.08	\$1,136.16		
48	Construct Drainage Ditch	LF	\$1.60	\$1,488.00	937	\$3.15	\$4,619.55		
49	Construct Footing	LS	\$9,050.00	\$45,110.00	1	\$4,628.61	\$4,528.61		
50	Construct 14" Wide Storm Drain Pond Gravel Access Road	LS	\$40,320.00	\$40,320.00	1	\$3,725.05	\$3,725.05		
51	Construct Primary Drainage Pond	LS	\$53.20	\$1,665.60	387	\$24.94	\$9,651.78		
52	12" PVC Underdrain Pipe	LF	\$50.55	\$7,038.10	1,371	\$45.85	\$85,755.35		
53	12" HDPE Underdrain Pipe	LF	\$74.20	\$1,484.00	20	\$88.79	\$1,775.80		
54	12" HDPE Underdrain Pipe and Connection to Existing Pipe	EA	\$2,870.00	\$14,350.00	5	\$2,573.97	\$12,869.85		
55	Underdrain Manhole, 48" Inch	EA	\$2,360.00	\$2,360.00	1	\$3,863.04	\$3,863.04		
56	Construct New 48" Underdrain Manhole to Existing Pipe	EA	\$3,500.00	\$3,500.00	1	\$3,033.81	\$3,033.81		
57	Underdrain Manhole, 60" Inch	EA	\$3,500.00	\$3,500.00	1	\$3,033.81	\$3,033.81		
SUBTOTALS				\$381,756.15			\$401,466.22		
Sanitary Sewer									
58	3" Sanitary Sewer Main	LF	\$45.30	\$1,079.55	2384	\$27.86	\$66,334.66		
59	48" Sd. Manhole	EA	\$3,180.00	\$3,180.00	12	\$3,016.10	\$36,193.20		
60	Connect MH to Existing Sewer Trunkline	EA	\$4,200.00	\$4,200.00	1	\$4,455.66	\$4,455.66		
61	Connect to Existing Sewer Manhole	EA	\$4,200.00	\$4,200.00	1	\$4,717.87	\$4,717.87		
62	Modify Existing Sewer Manhole Channing	EA	\$368.00	\$1,136.00	2	\$431.31	\$862.62		
63	Construct Gravel Sewer Access Road and Inset Gate	LS	\$5,194.00	\$5,194.00	1	\$13,995.98	\$13,995.98		
64	4" Sanitary Sewer Connection	EA	\$805.00	\$2,740.50	32	\$229.67	\$7,349.44		
65	4" Sanitary Sewer Pipe	LF	\$4.90	\$5,782.00	1,300	\$17.22	\$22,386.00		
SUBTOTALS				\$234,457.20			\$136,196.12		
Domestic Water									
66	16" Ductile Iron Water Main w/Restrained Joints	LF	\$96.90	\$148,257.20	1,330	\$94.59	\$144,722.70		
67	16" Ductile Iron Fittings	LS	\$22,560.00	\$72,560.00	1	\$12,475.01	\$12,475.01		
68	16" Connect to Existing	EA	\$6,270.00	\$6,270.00	2	\$7,368.83	\$13,017.18		
69	16" Butterfly Valve	EA	\$3,600.00	\$10,800.00	3	\$1,658.84	\$5,576.52		
70	8" PVC Water Main	LF	\$25.10	\$33,508.50	1,335	\$21.43	\$28,609.05		
71	8" Gate Valve	EA	\$7,895.00	\$7,895.00	6	\$1,397.59	\$8,385.34		
72	8" Water Main Fittings	LS	\$1,330.00	\$2,750.00	1	\$2,288.41	\$2,288.41		
73	Connect to Existing 8" Water Main	EA	\$472.00	\$1,416.00	3	\$854.29	\$2,502.87		
74	8" x 2" Blow-off	EA	\$1,160.00	\$2,250.00	2	\$909.29	\$1,378.58		
75	16" x 2" Blow-off	EA	\$1,290.00	\$1,290.00	1	\$561.43	\$561.43		
76	6" Fire Hydrant Assembly	EA	\$4,270.00	\$21,350.00	5	\$4,454.64	\$22,273.20		
77	Construct Street Access Road and Gate	LS	\$62,250.00	\$62,250.00	1	\$62,311.35	\$62,311.35		
78	3/4" Dual Water Service	EA	\$1,290.00	\$20,640.00	16	\$2,067.01	\$33,072.16		
79	2" Water Service	EA	\$3,440.00	\$6,880.00	2	\$3,904.36	\$7,808.72		
80	5" Fire Service	EA	\$3,980.00	\$7,960.00	1	\$3,215.36	\$3,215.36		
SUBTOTALS				\$355,331.50			\$350,595.06		
Irrigation									
81	4" PVC Pipe (Includes Control Valve)	LF	\$10.95	\$47,150.70	4,031	\$11.52	\$46,437.12		
82	4" Gate Valve	EA	\$203.00	\$5,481.00	26	\$574.92	\$14,947.92		
83	Act/Valve	EA	\$0.00	\$0.00	0	\$0.00	\$0.00		
84	3" Landscape Tap	EA	\$1,110.00	\$4,665.00	6	\$643.98	\$3,863.88		
85	Mainline Drain	EA	\$550.00	\$550.00	1	\$937.16	\$937.16		
86	Brands, Tees, Reducers & Misc. Jn. Fittings	LS	\$16,860.00	\$16,860.00	1	\$8,644.60	\$8,644.60		

DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO. 9
 CID Eligible Bid Tabulation
 December 4, 2018

No	Description	Unit	Quantity	KNIFE RYZER		GRANITE EXCAVATION, INC.	
				Unit Cost	Extended Cost	Unit Cost	Extended Cost
87	1/2" sleeve	LF	543	\$13.80	\$7,493.40	\$13.79	\$7,474.27
88	1" sleeve	LF	708	\$9.10	\$6,442.80	\$9.00	\$6,372.00
89	2" sleeve	LF	205	\$3.35	\$686.75	\$1.54	\$313.70
90	2-Wire Control Wire	LF	4,306	\$0.95	\$4,090.70	\$2.00	\$8,612.00
91	Connection to existing system	EA	2	\$944.00	\$1,888.00	417.14	\$834.28
SUBTOTALS							
				\$97,703.35		\$97,703.35	
Landscaping and Fine Landscaping Irrigations							
92	Fire Irrigation Mainline	LF	1	\$25,310.00	\$25,310.00	\$29,564.00	\$29,564.00
93	Hunter Pro Spray Pop-up	EA	1	\$2,400.00	\$2,400.00	\$25.26	\$1,263.00
94	Hunter Remote Control Valve	EA	1	\$2,400.00	\$2,400.00	\$7,464.20	\$7,464.20
95	Amended Topsoil	CY	237	\$23.05	\$5,462.85	\$34.45	\$8,165.15
96	Lawn	SF	15,976	\$0.75	\$11,982.00	\$0.49	\$7,832.24
97	Trees	EA	44	\$540.00	\$23,760.00	\$2,938.18	\$130,159.92
98	Flowering plants to Planter Pots	LS	1	\$11,370.00	\$11,370.00	\$5,179.01	\$5,179.01
99	Street Side Trash Receptacle	EA	4	\$2,090.00	\$8,360.00	\$1,998.12	\$7,992.48
				\$90,568.85		\$213,366.00	
Signs and Streetlights							
100	Street Signs	LS	1	\$3,130.00	\$3,130.00	\$2,998.71	\$2,998.71
101	Type II Barricade	EA	6	\$350.00	\$2,100.00	\$344.50	\$2,067.00
102	Type III Barricade	EA	12	\$480.00	\$5,760.00	\$459.34	\$5,512.08
103	Street Lights - 25 Ft. H LED	EA	3	\$6,780.00	\$20,340.00	\$10,335.06	\$31,005.18
104	Street Light Electrical Conduit & Wire	LS	1,230	\$8.40	\$10,380.00	\$10,335.06	\$12,715.08
105	Benches along Haysack	EA	8	\$3,260.00	\$26,080.00	\$2,400.00	\$19,200.00
106	Planter Pots along Haysack	EA	16	\$1,390.00	\$22,240.00	\$1,326.33	\$21,221.28
107	Tree Grates Along Haysack	EA	16	\$6,580.00	\$105,280.00	\$3,223.79	\$51,580.64
				\$195,070.00		\$175,930.19	
Stripes and Symbols							
108	Stripes and Symbols	LS	1	\$2,370.00	\$2,370.00	\$2,264.81	\$2,264.81
				\$2,370.00		\$2,264.81	
SWPPP							
109	Prepare ACHD ESC Plan, ENCL Responsible Person	LS	1	\$1,660.00	\$1,660.00	\$3,445.02	\$5,445.02
110	Inlet Sediment Protection	EA	14	\$60.45	\$846.30	\$229.67	\$3,215.70
111	Silt Fence	LF	650	\$2.40	\$1,560.00	\$3.44	\$2,238.00
112	Inspect and Maintain BMP's	LS	1	\$3,420.00	\$3,420.00	\$3,582.82	\$3,582.82
				\$7,486.30		\$16,204.54	
Total Cost of Construction Schedule				\$2,533,497.00		\$2,734,684.63	

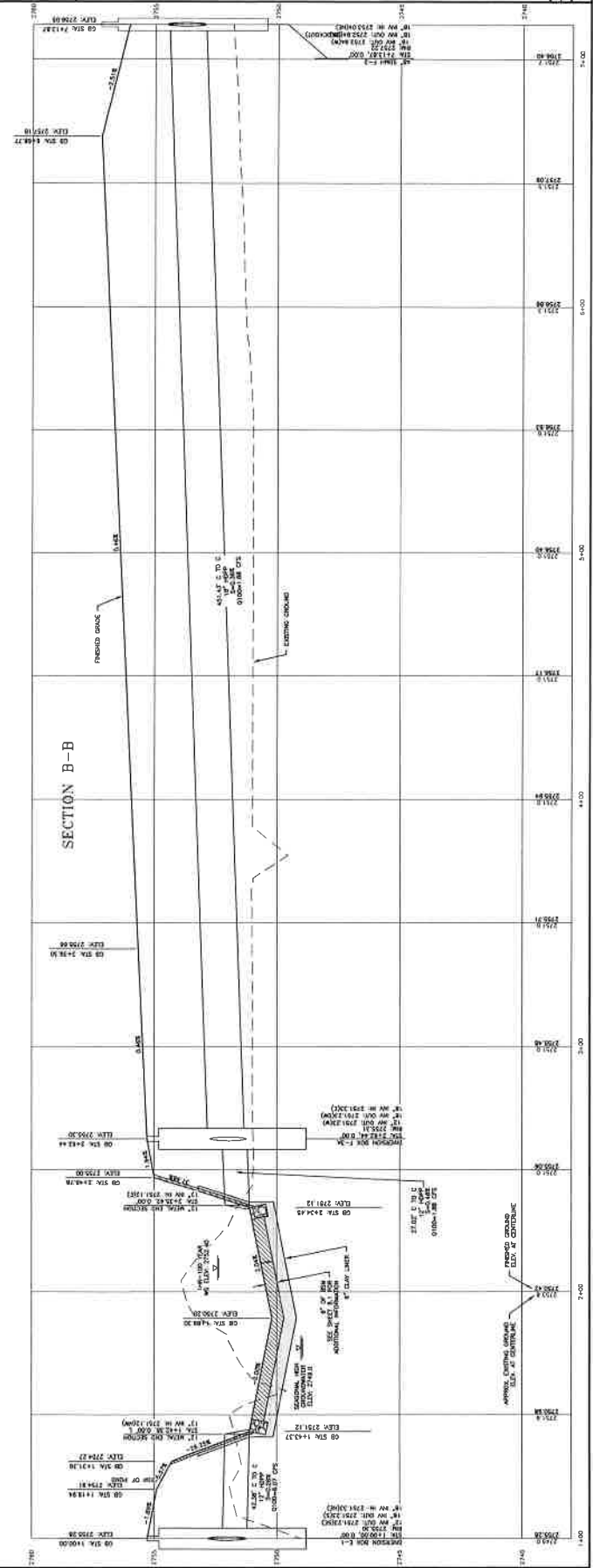
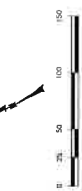


NO.	DATE	BY	DESCRIPTION
1	11/15/2011	MM	ISSUED FOR PERMITS & OTHER REVIEW COMMENTS
2	11/15/2011	MM	REVISED PER COMMENTS
3	11/15/2011	MM	REVISED PER COMMENTS
4	11/15/2011	MM	REVISED PER COMMENTS
5	11/15/2011	MM	REVISED PER COMMENTS
6	11/15/2011	MM	REVISED PER COMMENTS
7	11/15/2011	MM	REVISED PER COMMENTS
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9	11/15/2011	MM	REVISED PER COMMENTS
10	11/15/2011	MM	REVISED PER COMMENTS



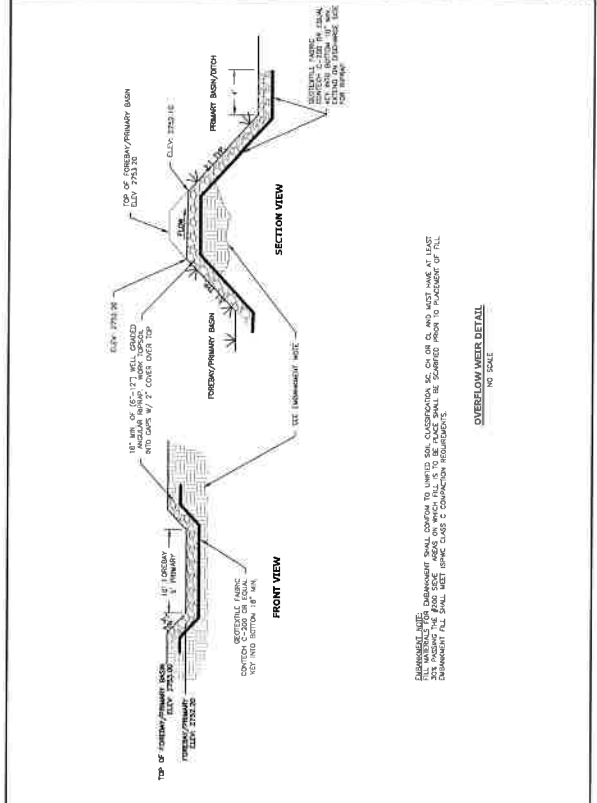
RECORD DRAWINGS
 based upon information furnished by others. This information is believed to be reliable. The Engineer is not responsible for the accuracy of this record information. The Engineer's only responsibility is to verify that the information has been incorporated into the drawings. These drawings are to be used for the construction of the project and are not to be used for any other purpose without the written approval of the Engineer.
 DATE: 11/15/2011
 RIVERIDGE ENGINEERING COMPANY

- KEY NOTES**
1. METAL END SECTION WITH TRUSS ROOF AND SLOPE ASLT/PORTLET PROTECTION DETAIL, SEE SHEET 4.3.
 2. SIDEWALK SHALL BE CONCRETE WITH CURB AND RAMP TO DRIVE. SEE SHEET 4.3 FOR CURB AND RAMP DETAIL.
 3. OVERLAP WITH SHEET 4.3 FOR DRIVE.
 4. CONCRETE 1'-WIDE SIDE DRAINAGE DITCH FOR ROAD ACCESS TO ACCESS ROAD SECTION DETAIL, SEE SHEET 4.3.



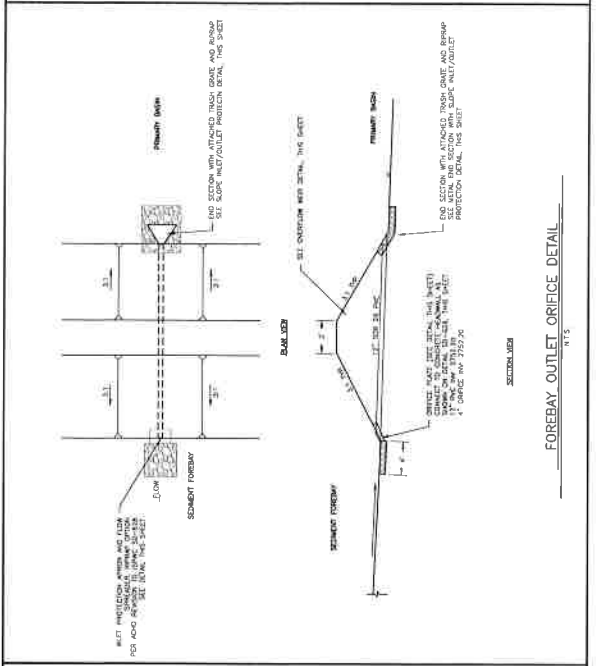


NO.	DATE	DESCRIPTION
1	11/22/2018	ISSUED FOR RFP
2	11/22/2018	REVISED PER RFP COMMENTS
3	11/22/2018	REVISED PER RFP COMMENTS
4	11/22/2018	REVISED PER RFP COMMENTS
5	11/22/2018	REVISED PER RFP COMMENTS
6	11/22/2018	REVISED PER RFP COMMENTS
7	11/22/2018	REVISED PER RFP COMMENTS
8	11/22/2018	REVISED PER RFP COMMENTS
9	11/22/2018	REVISED PER RFP COMMENTS
10	11/22/2018	REVISED PER RFP COMMENTS

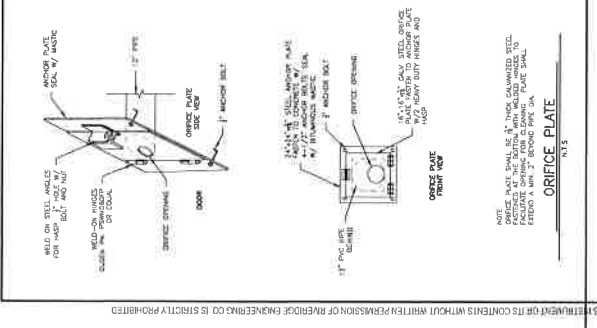


OVERFLOW WEIR DETAIL
 NO SCALE

ALL MATERIALS AND DIMENSIONS SHALL COMPLY TO UNITED STATES STANDARD SPECIFICATION FOR CONCRETE AND REINFORCED CONCRETE. ALL DIMENSIONS SHALL BE PLACED PRIOR TO PLACEMENT OF ALL MATERIALS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.



FOREBAY OUTLET ORIFICE DETAIL
 N.T.S.

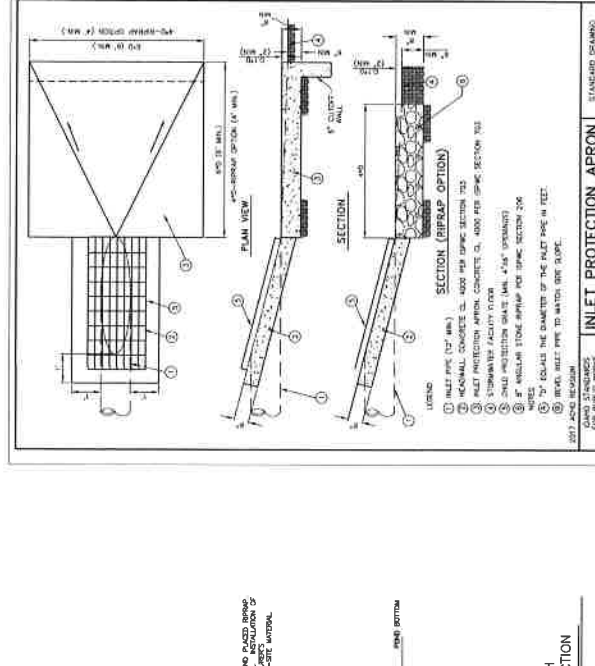


ORIFICE PLATE
 N.T.S.

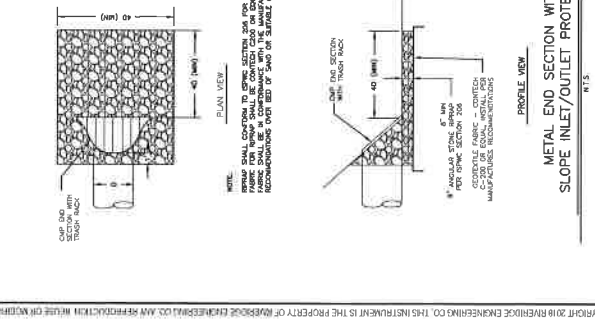
NOTE: THIS SHALL BE 1/2\"/>



RECORD DRAWINGS
 THIS RECORD DRAWING HAS BEEN PREPARED BY THE CONTRACTOR AND IS SUBJECT TO THE REVIEW AND APPROVAL OF THE DESIGN PROFESSIONAL ENGINEER. THE DESIGN PROFESSIONAL ENGINEER'S REVIEW IS LIMITED TO THE TECHNICAL ASPECTS OF THE DRAWING AND IS NOT A GUARANTEE OF THE ACCURACY OF THE INFORMATION CONTAINED HEREIN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.



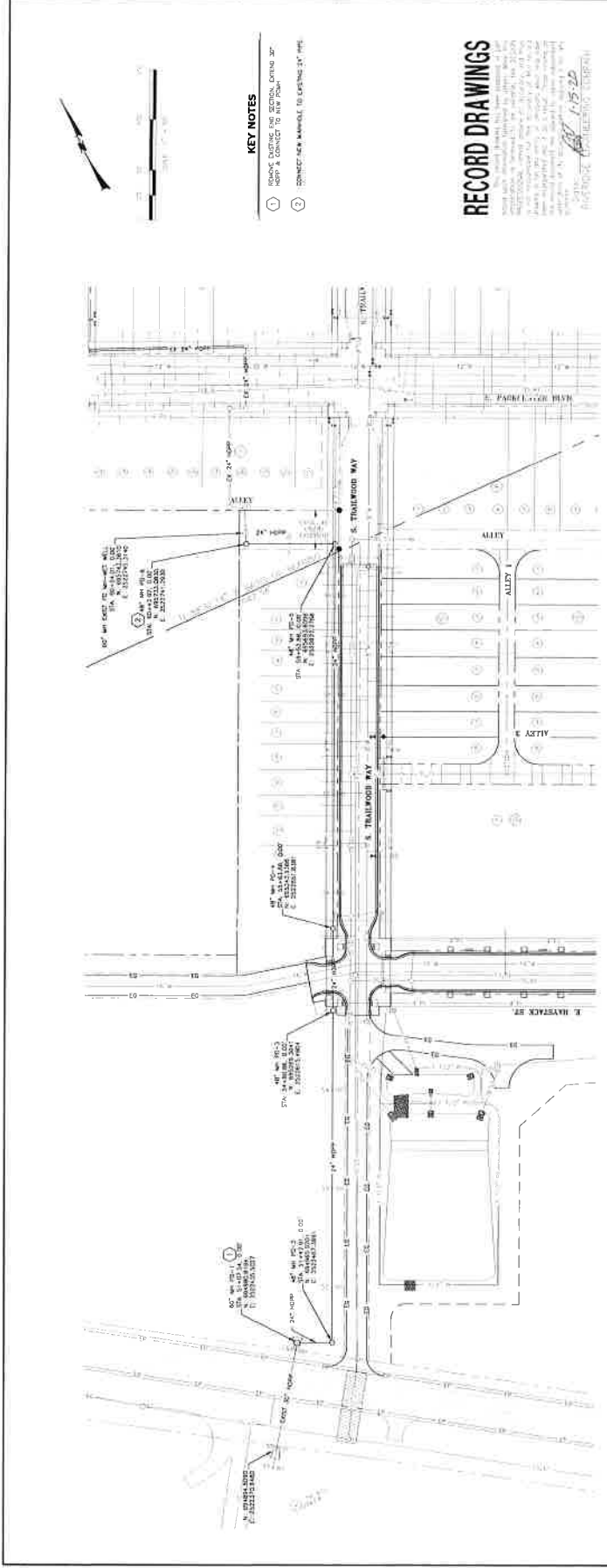
METAL END SECTION WITH SLOPE INLET/OUTLET PROTECTION
 N.T.S.



CONCRETE WEIR DETAIL
 N.T.S.



NO.	DATE	DESCRIPTION
1	11/18/18	ISSUED FOR APPROVAL
2	11/18/18	ISSUED FOR APPROVAL
3	11/18/18	ISSUED FOR APPROVAL
4	11/18/18	ISSUED FOR APPROVAL
5	11/18/18	ISSUED FOR APPROVAL
6	11/18/18	ISSUED FOR APPROVAL
7	11/18/18	ISSUED FOR APPROVAL
8	11/18/18	ISSUED FOR APPROVAL
9	11/18/18	ISSUED FOR APPROVAL
10	11/18/18	ISSUED FOR APPROVAL

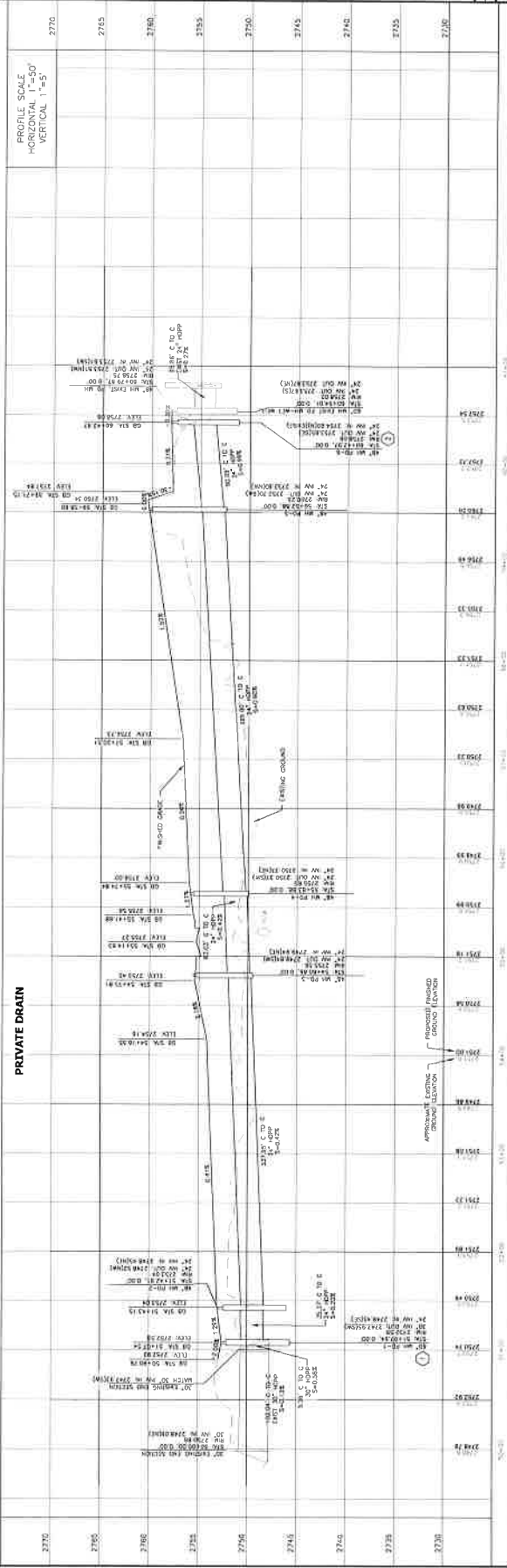


KEY NOTES

1. DRAWING DURING THE SECTION, DURING 30' HORIZ. & VERT. TO THE PLAN.
2. CONNECT NEW MAINLINE TO EXISTING 24" PIPE.

RECORD DRAWINGS

THIS DRAWING IS THE PROPERTY OF RIVERIDGE ENGINEERING COMPANY. ANY REPRODUCTION, REUSE OR MODIFICATION OF THIS INSTRUMENT OR ITS CONTENTS WITHOUT WRITTEN PERMISSION OF RIVERIDGE ENGINEERING COMPANY IS STRICTLY PROHIBITED.

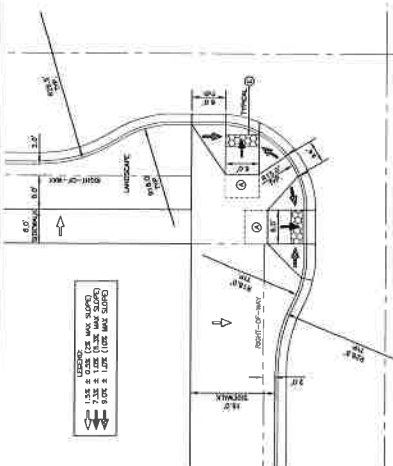


PRIVATE DRAIN

PROFILE SCALE
 HORIZONTAL 1"=50'
 VERTICAL 1"=5'



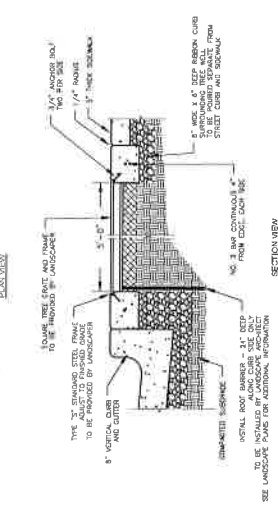
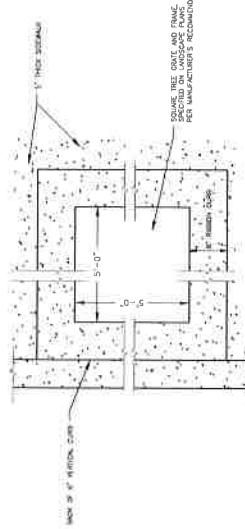
NO.	DATE	DESCRIPTION
1	1/25/2018	ISSUED FOR PERMITS
2	1/25/2018	REVISIONS
3	1/25/2018	REVISIONS
4	1/25/2018	REVISIONS
5	1/25/2018	REVISIONS
6	1/25/2018	REVISIONS
7	1/25/2018	REVISIONS
8	1/25/2018	REVISIONS
9	1/25/2018	REVISIONS
10	1/25/2018	REVISIONS



- REVISIONS**
- 1. RAMP WIDTH: RAMP WIDTH SHALL BE 10'-0" MINIMUM. RAMP SHALL BE AT A MINIMUM 1" DEEP AND EQUAL TO THE WIDTH OF THE RAMP @ 1/4" SLOPE (2% MAX SLOPE).
 - 2. RAMP CHANGING: RAMP CHANGING SHALL BE AT A MINIMUM 10'-0" MINIMUM. RAMP CHANGING SHALL BE AT A MINIMUM 1" DEEP AND EQUAL TO THE WIDTH OF THE RAMP @ 1/4" SLOPE (2% MAX SLOPE).
 - 3. RAMP CHANGING: RAMP CHANGING SHALL BE AT A MINIMUM 10'-0" MINIMUM. RAMP CHANGING SHALL BE AT A MINIMUM 1" DEEP AND EQUAL TO THE WIDTH OF THE RAMP @ 1/4" SLOPE (2% MAX SLOPE).
 - 4. RAMP CHANGING: RAMP CHANGING SHALL BE AT A MINIMUM 10'-0" MINIMUM. RAMP CHANGING SHALL BE AT A MINIMUM 1" DEEP AND EQUAL TO THE WIDTH OF THE RAMP @ 1/4" SLOPE (2% MAX SLOPE).
 - 5. RAMP CHANGING: RAMP CHANGING SHALL BE AT A MINIMUM 10'-0" MINIMUM. RAMP CHANGING SHALL BE AT A MINIMUM 1" DEEP AND EQUAL TO THE WIDTH OF THE RAMP @ 1/4" SLOPE (2% MAX SLOPE).

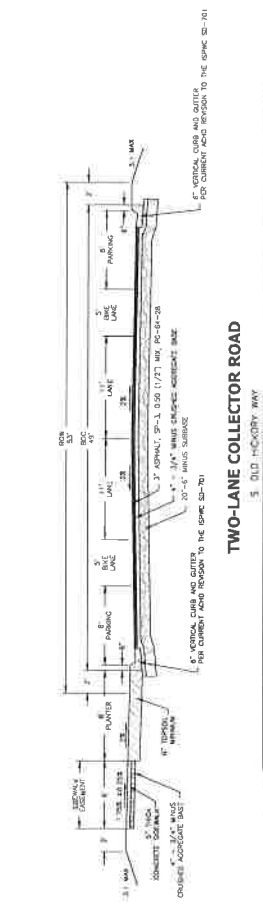
TYPICAL INTERSECTION & PEDESTRIAN RAMP DETAIL

SCALE: 1"=10'



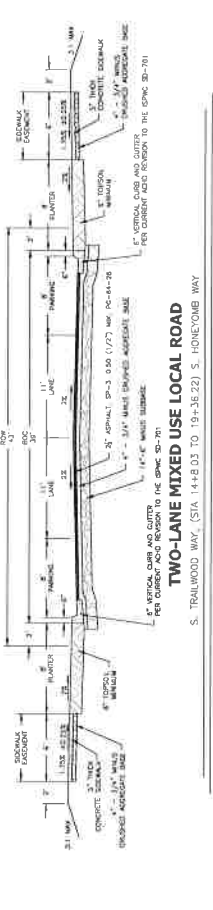
TREE GRATE IN CONCRETE SIDEWALK DETAIL

SCALE: 1"=8"



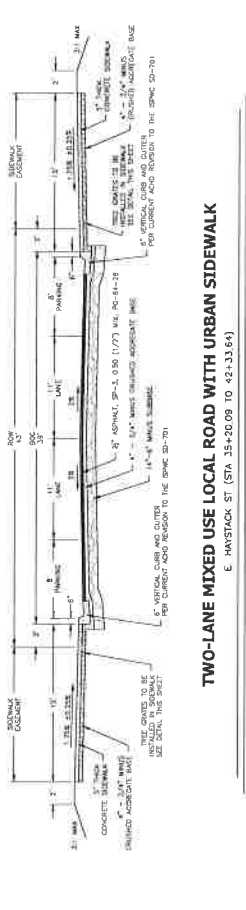
TWO-LANE COLLECTOR ROAD

SCALE: 1"=8"



TWO-LANE MIXED USE LOCAL ROAD

SCALE: 1"=8"



TWO-LANE MIXED USE LOCAL ROAD WITH URBAN SIDEWALK

SCALE: 1"=8"



ACHD & CITY OF BOISE ACCESS ROAD SECTION

SCALE: 1"=8"

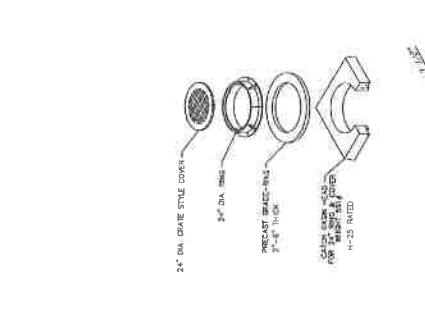
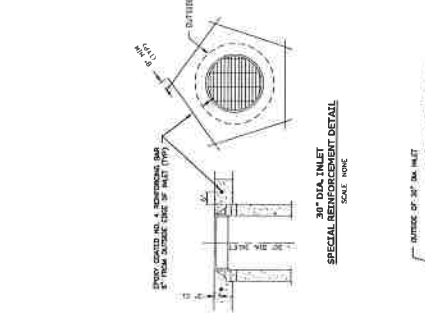
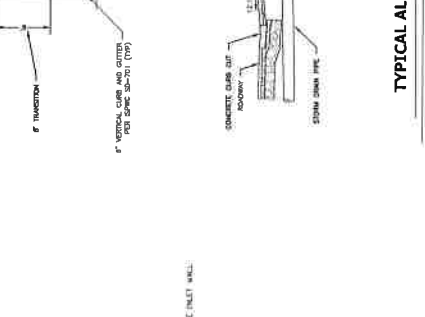
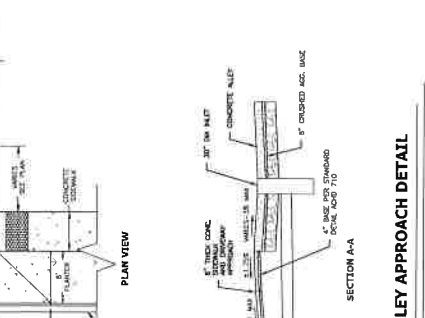
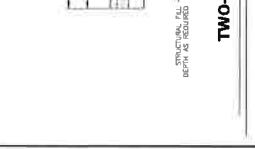
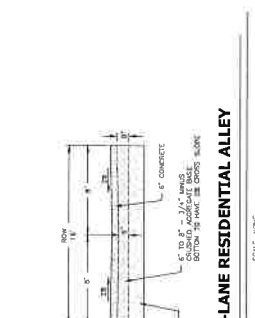
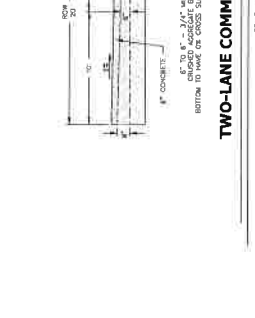
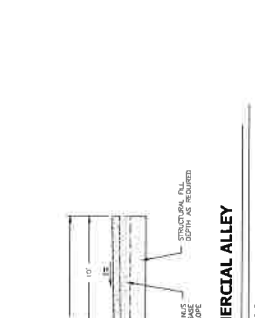
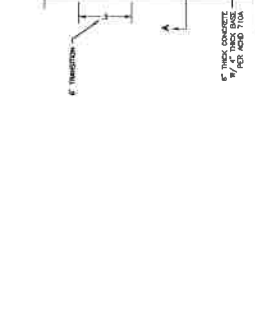
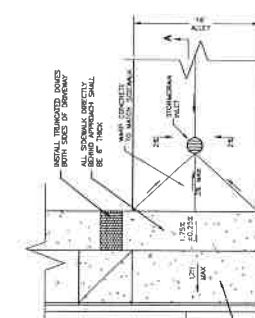
SUEZ ACCESS ROAD SECTION

SCALE: 1"=8"

RECORD DRAWINGS
 The record drawings have been prepared, checked, and approved by the engineer. The engineer is not responsible for any errors or omissions in the drawings or for any consequences arising therefrom. The engineer is not responsible for any consequences arising from the use of the drawings for any purpose other than that for which they were prepared. The engineer is not responsible for any consequences arising from the use of the drawings for any purpose other than that for which they were prepared. The engineer is not responsible for any consequences arising from the use of the drawings for any purpose other than that for which they were prepared.



NO.	DATE	BY	REVISION
1	07/18/2018	WJ	ISSUED FOR PERMITS
2	07/18/2018	WJ	REVISED PER AEC & SEWER REVIEW COMMENTS
3	07/18/2018	WJ	REVISED PER AEC & SEWER REVIEW COMMENTS
4	07/18/2018	WJ	REVISED PER AEC & SEWER REVIEW COMMENTS
5	07/18/2018	WJ	REVISED PER AEC & SEWER REVIEW COMMENTS
6	07/18/2018	WJ	REVISED PER AEC & SEWER REVIEW COMMENTS
7	07/18/2018	WJ	REVISED PER AEC & SEWER REVIEW COMMENTS
8	07/18/2018	WJ	REVISED PER AEC & SEWER REVIEW COMMENTS
9	07/18/2018	WJ	REVISED PER AEC & SEWER REVIEW COMMENTS
10	07/18/2018	WJ	REVISED PER AEC & SEWER REVIEW COMMENTS



RECORD DRAWINGS
 The record drawings have been prepared in accordance with the provisions of the International Professional Code of Ethics and the International Professional Code of Practice. The drawings are for informational purposes only and do not constitute a contract. The contractor shall be responsible for the accuracy of the record drawings. If any errors are discovered, the contractor shall be responsible for the correction of the drawings. The contractor shall be responsible for the accuracy of the record drawings. If any errors are discovered, the contractor shall be responsible for the correction of the drawings.

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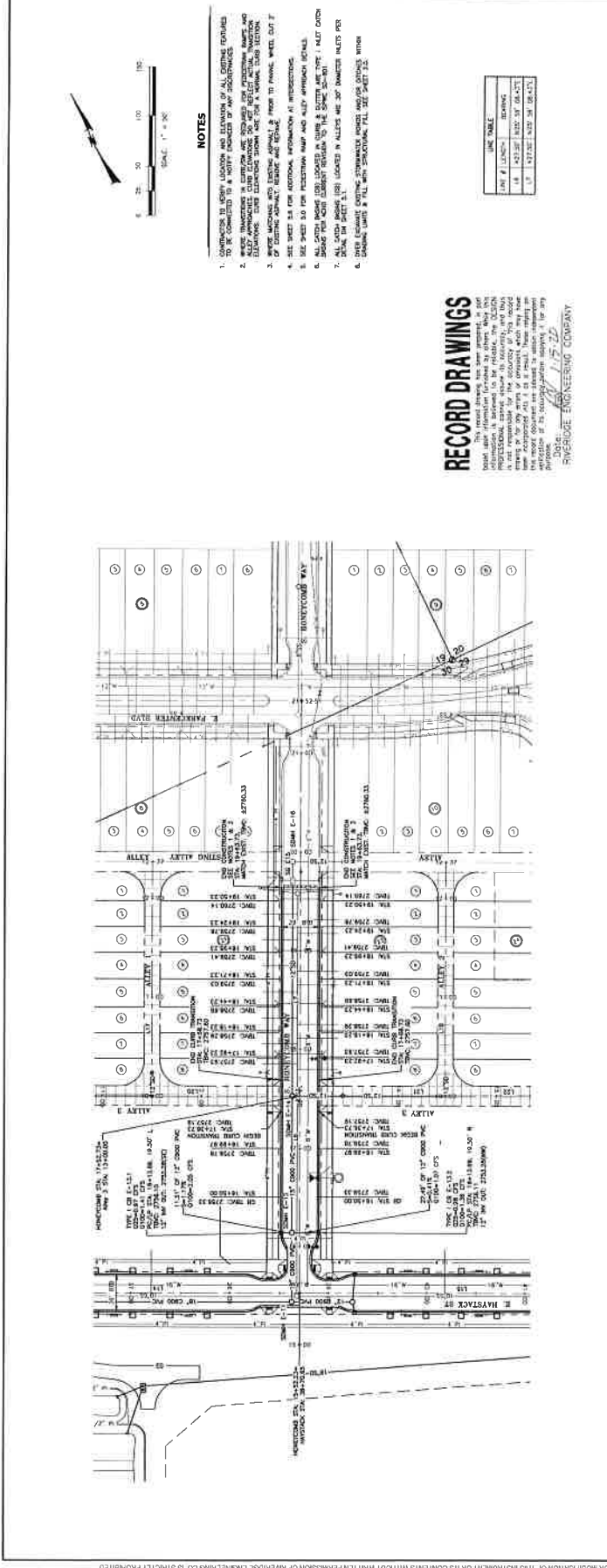
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NO.	DATE	BY	DESCRIPTION
1	11/17/22	MM	ISSUE FOR PERMITS
2	11/17/22	MM	REVISION PER ARCH & CIVIL REVIEW COMMENTS
3	11/17/22	MM	REVISION PER ARCH & CIVIL REVIEW COMMENTS

DALLAS HARRIS ESTATES TOWNHOMES NO. 9
S. HONEYCOMB WAY PLAN AND PROFILE



NOTES

1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
3. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
4. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
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8. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
9. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
10. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.



STATION	ELEVATION	REMARKS
2770		
2755		
2750		
2745		
2740		

RECORD DRAWINGS

This record drawing has been prepared by the engineer and is intended to be used as a permanent record of the project. It is not to be used for construction purposes. The engineer is not responsible for the accuracy of this record drawing. The engineer is not responsible for the accuracy of this record drawing. The engineer is not responsible for the accuracy of this record drawing.



NO.	DATE	REVISIONS
1	12/28/2018	ISSUED FOR PERMITS
2	12/28/2018	REVISED FOR ROAD & SIDEWALK CONSTRUCTION
3	12/28/2018	REVISED FOR ROAD & SIDEWALK CONSTRUCTION
4	12/28/2018	REVISED FOR ROAD & SIDEWALK CONSTRUCTION
5	12/28/2018	REVISED FOR ROAD & SIDEWALK CONSTRUCTION

- NOTES**
- CONNECTION TO CITY (COURTYARD AND SIDEWALK) AND EXTENSION OF ALL EXISTING FEATURES TO BE CONNECTED TO A MOTION FRAMEWORK OF ANY ADJACENT DEVELOPMENT.
 - WHERE TRANSDUCERS IN CURB AND GUTTER ARE LOCATED FOR PRELIMINARY DESIGN AND CONSTRUCTION, THEY SHALL BE LOCATED IN CURB AND GUTTER AS SHOWN ON THIS DRAWING. ALL TRANSDUCERS SHALL BE LOCATED IN CURB AND GUTTER AS SHOWN ON THIS DRAWING. ALL TRANSDUCERS SHALL BE LOCATED IN CURB AND GUTTER AS SHOWN ON THIS DRAWING.
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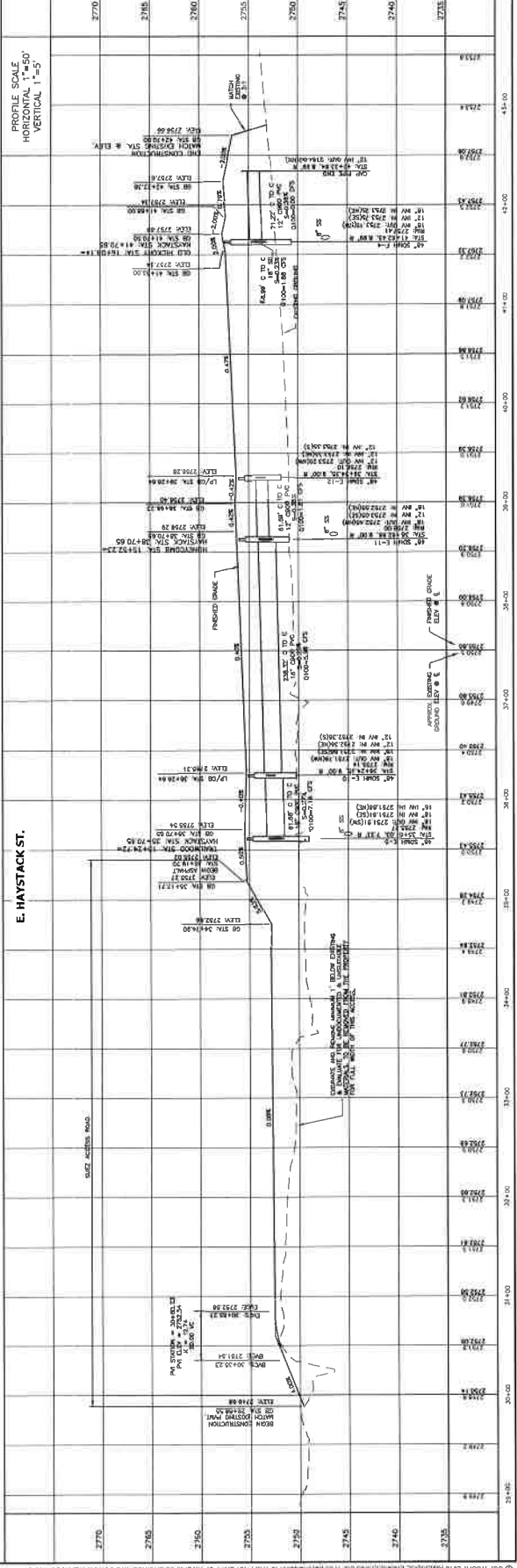
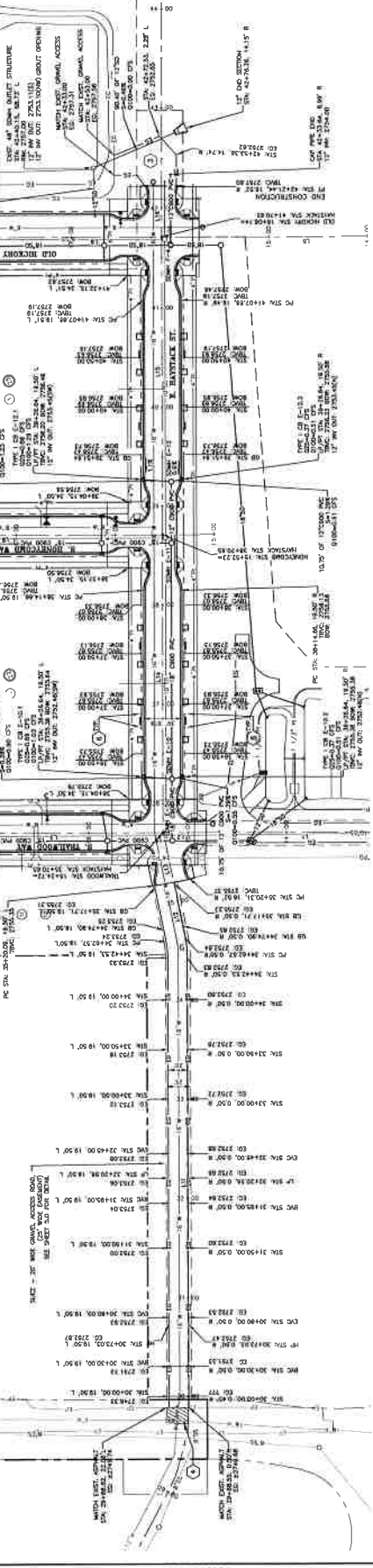
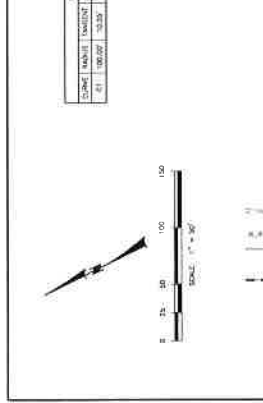
- KEY NOTES**
- CONTRACTOR SHALL VERIFY ALL EXISTING UTILITY LOCATIONS AND DEPTHS PRIOR TO CONSTRUCTION.
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RECORD DRAWINGS

THIS DRAWING IS A RECORD DRAWING. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY ALL EXISTING UTILITY LOCATIONS AND DEPTHS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE ACCURACY OF THIS RECORD DRAWING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE ACCURACY OF THIS RECORD DRAWING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE ACCURACY OF THIS RECORD DRAWING.

LINE	MARK	DESCRIPTION
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2	2	EXISTING SIDEWALK
3	3	EXISTING SIDEWALK
4	4	EXISTING SIDEWALK
5	5	EXISTING SIDEWALK
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8	8	EXISTING SIDEWALK
9	9	EXISTING SIDEWALK
10	10	EXISTING SIDEWALK

CHANGING TABLE	DATE	BY	REASON	ISSUED
1	12/28/2018	11522	ISSUED FOR PERMITS	11522
2	12/28/2018	11522	REVISED FOR ROAD & SIDEWALK CONSTRUCTION	11522
3	12/28/2018	11522	REVISED FOR ROAD & SIDEWALK CONSTRUCTION	11522
4	12/28/2018	11522	REVISED FOR ROAD & SIDEWALK CONSTRUCTION	11522
5	12/28/2018	11522	REVISED FOR ROAD & SIDEWALK CONSTRUCTION	11522



INTERSECTIONS DETAILS

DALLAS HARRIS ESTATES TOWNHOMES NO. 9

NO.	DATE	DESCRIPTION
1	11/17/2014	ISSUED FOR PERMITS
2	1/15/2015	REVISED PER COMMENTS
3	1/25/2015	REVISED PER COMMENTS
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5	1/25/2015	REVISED PER COMMENTS
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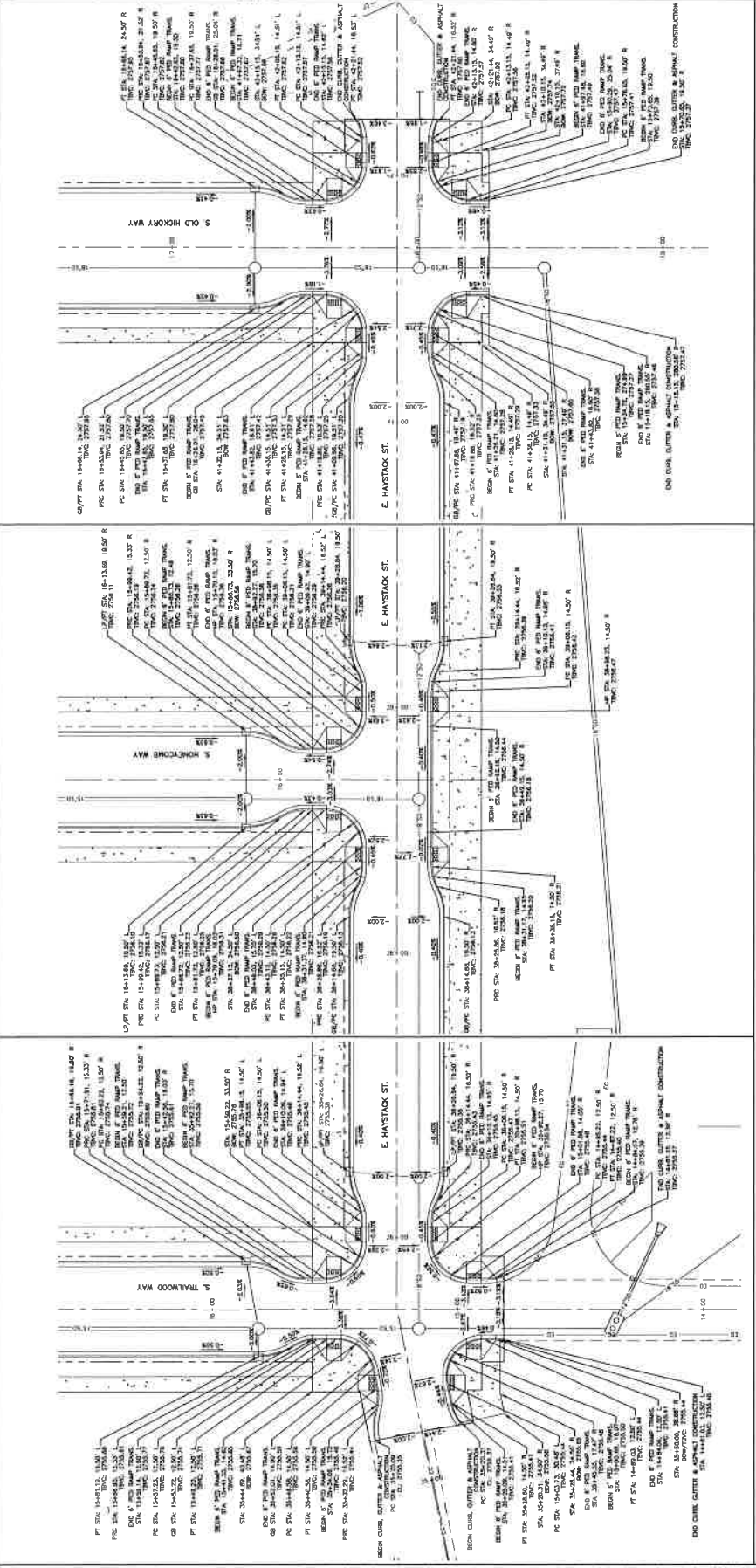
Riveridge Engineering Company
 2447 S. Vista Ave., Boke, Idaho 83705
 Ph. (208) 344-1180, Fax (208) 344-1183



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NOTES:
 1. ALL SLOPES SHOWN ALONG CURBS/GUTTERS ARE BACK OF CURB SLOPES.
 2. WHERE TRANSFORMS IN CURB/GUTTER ARE REQUIRED FOR ALLEYS AND TRANSFORMS CURB, LEASTWISE SHOWN ARE TO A NORMAL CURB SECTION.

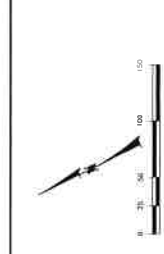




NO.	DATE	DESCRIPTION
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2	11/15/2018	REVISIONS
3	11/15/2018	REVISIONS

NOTES

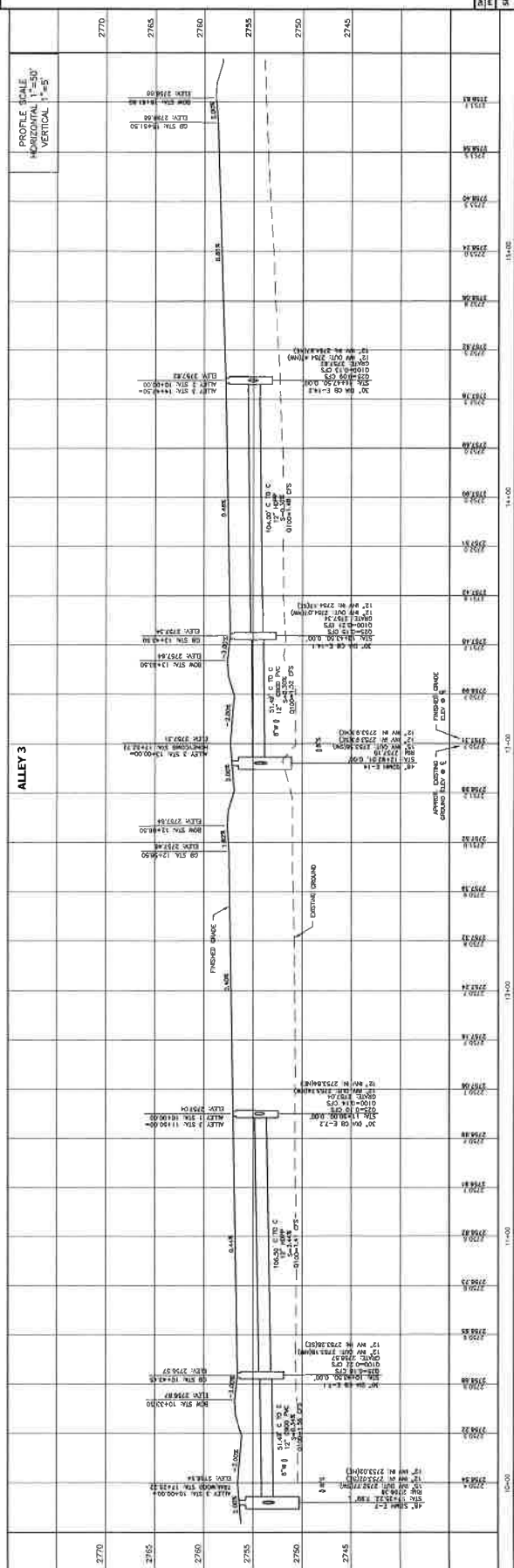
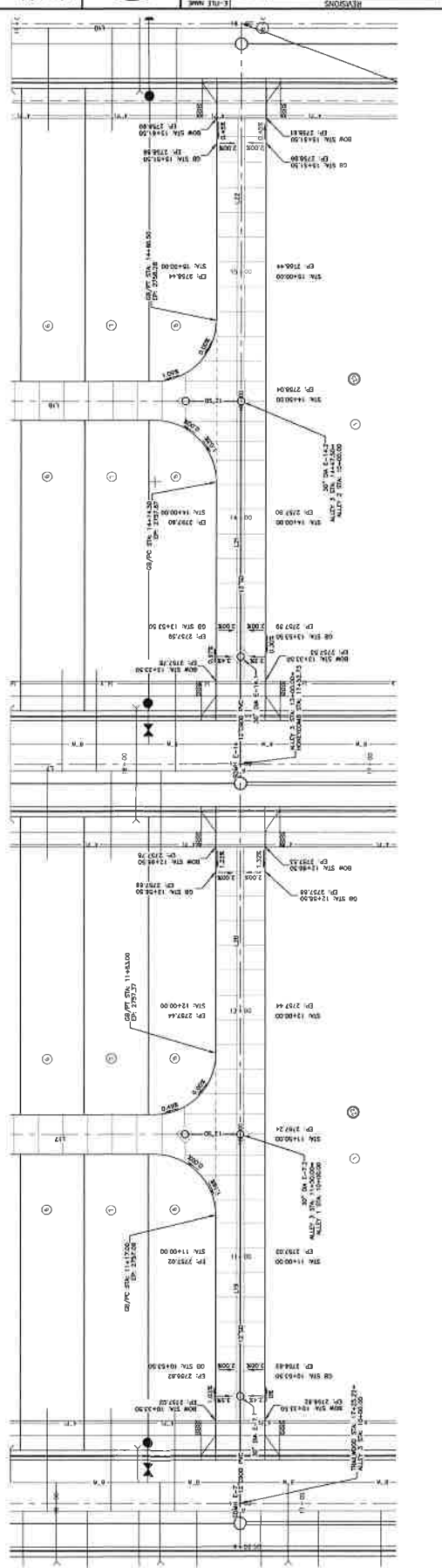
- CONFORM TO SURVEY MONUMENT AND ELEVATION OF ALL EXISTING POINTS TO BE CONNECTED TO A SURVEY POINT OF ANY DISCONTINUITY.
- VERIFY ALL EXISTING DIMENSIONS AND ELEVATIONS OF ALL EXISTING POINTS TO BE CONNECTED TO A SURVEY POINT OF ANY DISCONTINUITY.
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RECORD DRAWINGS

THIS DRAWING IS BASED UPON INFORMATION FURNISHED BY OTHERS. WHILE THIS INFORMATION IS BELIEVED TO BE CORRECT, THE DESIGN PROFESSIONAL IS NOT RESPONSIBLE FOR THE ACCURACY OF THIS RECORD DRAWING. THE DESIGN PROFESSIONAL HAS CONDUCTED A VISUAL GENERAL VERIFICATION OF THE INFORMATION FURNISHED AND HAS FOUND IT TO BE REASONABLY CORRECT. THE DESIGN PROFESSIONAL HAS CONDUCTED A VISUAL GENERAL VERIFICATION OF THE INFORMATION FURNISHED AND HAS FOUND IT TO BE REASONABLY CORRECT.

DATE	BY	REVISION
11/15/2018	J. RIVERIDGE	ISSUED FOR PERMITS
11/15/2018	J. RIVERIDGE	ISSUED FOR PERMITS
11/15/2018	J. RIVERIDGE	ISSUED FOR PERMITS
11/15/2018	J. RIVERIDGE	ISSUED FOR PERMITS



SIGN AND STRIPING NOTES

- ALL RETICULATED SIGNS MUST MEET THE REQUIREMENTS FOR RETICULATION, PLACEMENT, LETTERING, COLOR, CONTRAST, AND DURABILITY AS SPECIFIED IN THE TEXAS MANUAL OF STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION MANUAL (TSP&C), TO THE 2003 DATED STANDARDS FOR PUBLIC WORKS CONSTRUCTION MANUAL (TSP&C).
- STREET NAME SIGNS ON VERTICAL CURVES SHALL BE INSTALLED AT THE LETTERING IS A MINIMUM OF 50 FEET FROM THE TOP OF CURVE (TOP OF CURVE) FROM THE SIGN TO THE TOP OF CURVE.
- ALL SIGNS SHALL BE INSTALLED AT THE LETTERING IS A MINIMUM OF 115 FEET FROM THE TOP OF CURVE (TOP OF CURVE) FROM THE SIGN TO THE TOP OF CURVE.
- ALL SIGNS SHALL BE INSTALLED AT THE LETTERING IS A MINIMUM OF 115 FEET FROM THE TOP OF CURVE (TOP OF CURVE) FROM THE SIGN TO THE TOP OF CURVE.
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- ALL SIGNS SHALL BE INSTALLED AT THE LETTERING IS A MINIMUM OF 115 FEET FROM THE TOP OF CURVE (TOP OF CURVE) FROM THE SIGN TO THE TOP OF CURVE.

LIGHTING NOTES

- ALL LIGHTING SHALL BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS MANUAL OF STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION MANUAL (TSP&C), TO THE 2003 DATED STANDARDS FOR PUBLIC WORKS CONSTRUCTION MANUAL (TSP&C).
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NO.	DESCRIPTION	DATE	BY	CHECKED	DATE	BY
1	REVISED PER ACHS & DEKIN REVIEW COMMENTS	11/20/2018				
2	ISSUED FOR ACHS & DEKIN REVIEW COMMENTS	11/20/2018				
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2447 S. Virla Ave., Boke, TX 75705
 PH: (208) 344-1800, FAX: (208) 344-1892

Riveridge Engineering Company

DALLAS HARRIS ESTATES TOWNHOMES NO. 9

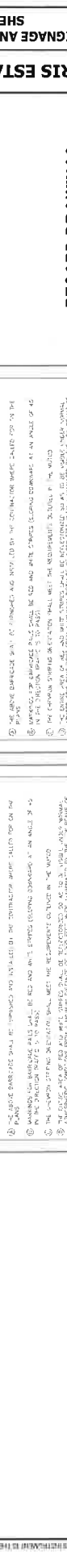
SIGNAGE AND LIGHTING PLAN

SHEET 1 OF 2

DATE: 11/20/18
 PROJECT: DALLAS HARRIS ESTATES TOWNHOMES NO. 9
 SHEET 1 OF 2

RECORD DRAWINGS

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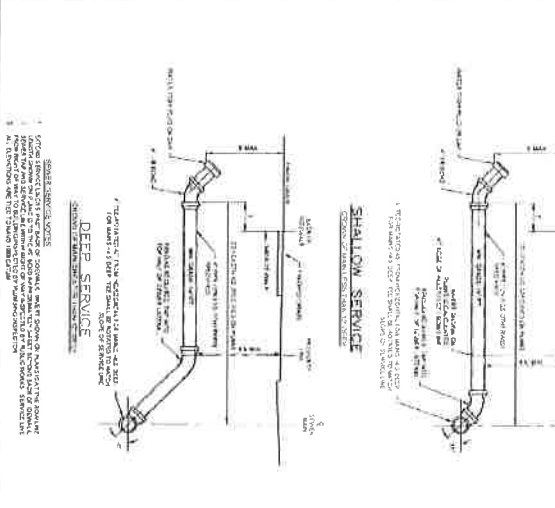
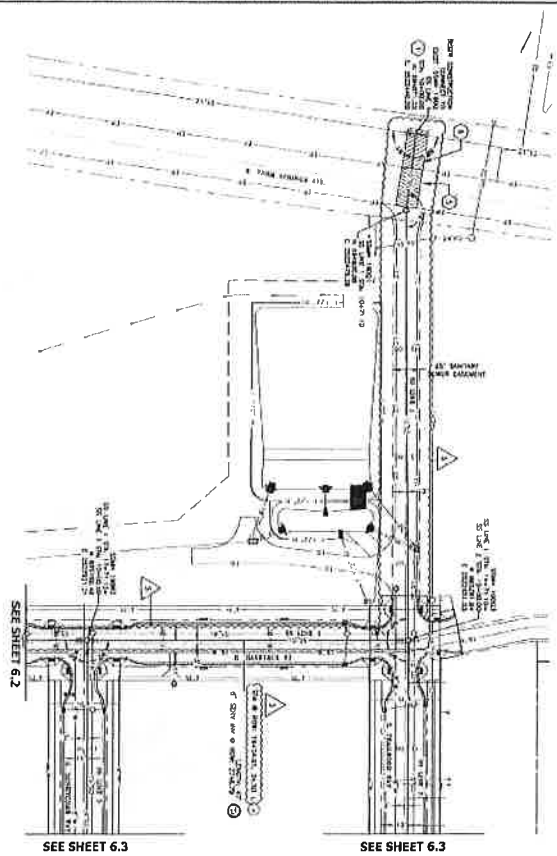
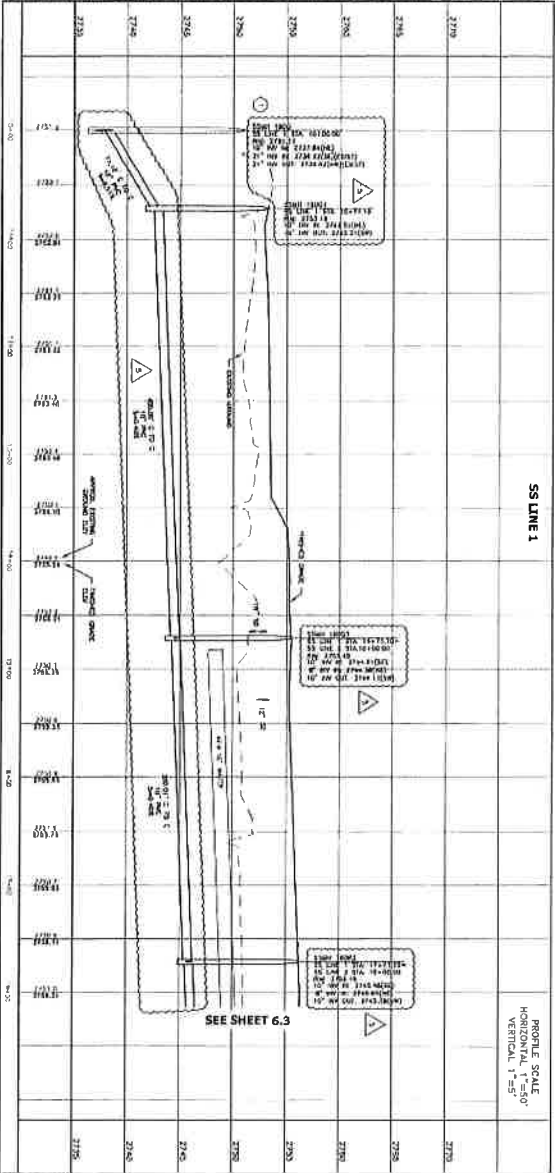


NOTES:

- ALL BARRICADES SHALL BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS MANUAL OF STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION MANUAL (TSP&C), TO THE 2003 DATED STANDARDS FOR PUBLIC WORKS CONSTRUCTION MANUAL (TSP&C).
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TERMINUS BARRICADE TYPE II
 NO. SD-1132A

TERMINUS BARRICADE TYPE III
 NO. SD-1132B

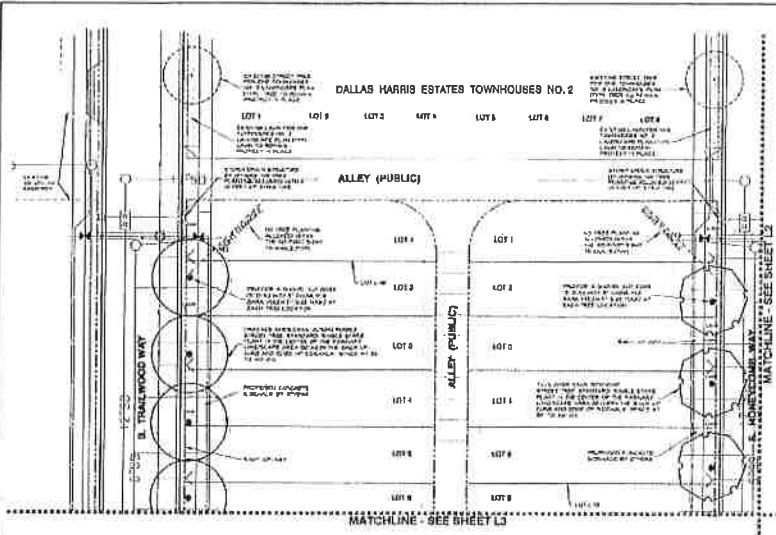


APPROVED
 J. L. HARRIS
 PROJECT ENGINEER
 RIVER RIDGE ENGINEERING, INC.

NOTES

- SEE SHOWN FOR ALL NOTES.
- SEE SHOWN FOR ALL NOTES.
- SEE SHOWN FOR ALL NOTES.

DALLAS HARRIS ESTATES TOWNHOUSES NO. 2



ACHD NOTES

- SIGHT DISTANCE/RIGHT TRIANGLE:**
- NO TREES (LINES > 100) BOVE TRIANGLE.
 - NO VERTICALLY OR DIAGONALLY PLACED TREES, PLANTS, STRUCTURES, FENCES OR WALLS THAT EXCEED 10 FEET HEIGHT WITHIN THE TRIANGLE.
 - NO TREES WITH TRUNKS THAT FIT ON THE APPLICABLE SIDE OF ANY CORNER OF A TRIANGLE.
- IRREVERSIBLE REQUIREMENTS:**
- ONLY CLASS 1 TREES MAY BE PLANTED UNDER OR WITHIN 10 LATERAL FEET OF ANY OVERHEAD POWER LINE.
 - MINIMUM 10 FOOT VERTICAL CLEARANCE FROM OVERHEAD TO TREE CANOPY.
 - MINIMUM OF 8 FOOT VERTICAL CLEARANCE FROM SIDEWALK TO TREE CANOPY.
 - CONTIGUOUS TREES ARE NOT ALLOWED WITHIN ACHD TRUCK WAY OR WITHIN 10 FEET OF SIDEWALK.
- STORAGE OR FACILITY REQUIREMENTS:**
- FARE PLANTING OF ANY TYPE SHALL BE PROVIDED WITHIN 10 FEET OF ANY STORAGE FACILITY, STRUCTURES, PAVING OR DRIVE DRIVEWAYS OR UTILITY BOSS.
 - TRUNK OF TREE MUST BE OFFSET A MINIMUM OF 10 FEET FROM EDGE OF SPACE OR BEDGE.

SEE SHEET L5 FOR PLANTING NOTES
 SEE SHEET L6 FOR PLANTING DETAILS
 SEE SHEET L6 FOR TREE GRATE DETAIL
 SEE SHEET L3 FOR SITE AMENITIES LEGEND
 SEE SHEET L6 FOR RAISED PLANTER DETAIL, NOTES AND RAISED PLANTER PLANTING DIRECTIONS
 SEE SHEET L7 FOR ADDITIONAL SITE AMENITIES DETAILS

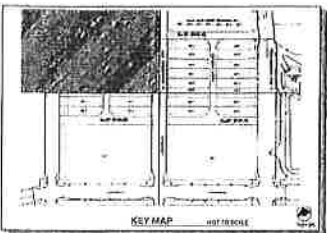
NOTE:
 1. THIS SHEET IS TO BE INSTALLED TO THE DRAWING (PAPER OR E-FILE)
 SHALL BE FULLY OPERATIONAL PRIOR TO PLANTING



TREE CODE	BOTANICAL NAME	COMMON NAME	GENUS SPECIES CLASSIFICATION	SIZE	NOTE
1	Fraxinus americana Autumn Purple	Autumn Purple Ash	Class II	8' - 10' (10' max)	Street Tree Standard Single Stake Plant in the center of the pathway. Single stake and stakes (the back of) shall be edge of sidewalk. Full back stake shall be installed. More mature plants for approval. See Note Below. See Detail A.
2	Theophrasta danica	Redmond Lorain	Class II	8' - 10' (10' max)	Street Tree Standard Single Stake Plant in the center of the pathway. Single stake and stakes (the back of) shall be edge of sidewalk. Full back stake shall be installed. More mature plants for approval. See Note Below. See Detail A.
3	Fraxinus pennsylvanica 'Copperleaf'	Copperleaf Ash	Class II	8' - 10' (10' max)	Street Tree Standard Single Stake Plant in the center of the pathway. Single stake and stakes (the back of) shall be edge of sidewalk. Full back stake shall be installed. More mature plants for approval. See Note Below. See Detail A.
4	Asier filifolius Emerald Queen	Emerald Queen Maple	Class II	8' - 10' (10' max)	Street Tree Standard Single Stake Plant in the center of the pathway. Single stake and stakes (the back of) shall be edge of sidewalk. Full back stake shall be installed. More mature plants for approval. See Note Below. See Detail A.

NOTE:
 ALL TREES TO BE PURCHASED AT CLAYTON TREE FARM
 2100 TRAVIS ROAD
 WOODRIDGE, TEXAS 75090
 ATTN: BILL CLAYTON

TREE CODE	BOTANICAL NAME	COMMON NAME	SIZE	NOTE
1	Fraxinus americana	Autumn Purple Ash	8' - 10' (10' max)	See Specification



DALLAS HARRIS ESTATES TOWNHOUSES NO. 9
 PLANTING PLAN AND PLANT LIST
 SHEET L6 OF 7

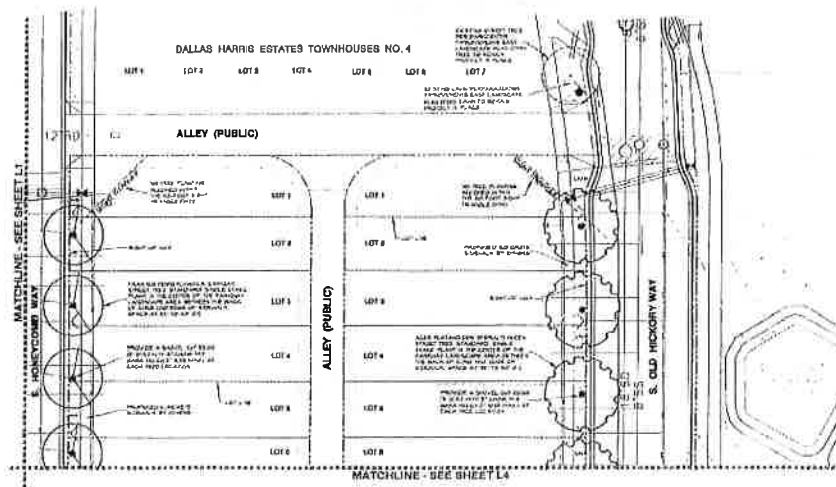
TERRACON DESIGN GROUP
 11111 W. LAKOTA AVE., SUITE 100
 DALLAS, TEXAS 75247
 TEL: 214.343.8888
 WWW.TERRACONDESIGN.COM

DATE: 08/14/2024
 TIME: 10:00 AM

SHEET L6 OF 7

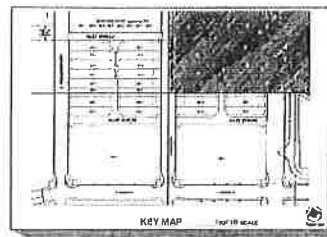
DATE: 01/23/2014 10:58:11 AM. PROJECT: DALLAS HARRIS ESTATES TOWNHOUSES NO. 4. SHEET: PLANTING PLAN.

DATE: 01/23/2014 10:58:11 AM. PROJECT: DALLAS HARRIS ESTATES TOWNHOUSES NO. 4. SHEET: PLANTING PLAN.



- SEE SHEET L1 FOR PLANT LIST
- SEE SHEET L6 FOR PLANTING NOTES
- SEE SHEET L1 FOR ACHD NOTES
- SEE SHEET L6 FOR PLANTING DETAILS
- SEE SHEET L5 FOR TREE GRATE DETAIL
- SEE SHEET L3 FOR SITE AMENITIES LEGEND
- SEE SHEET L6 FOR RAISED PLANTER DETAIL, NOTES AND RAISED PLANTER PLANTING DIRECTIONS
- SEE SHEET L7 FOR ADDITIONAL SITE AMENITIES DETAILS

NOTE:
IRRIGATION TO BE INSTALLED BY OTHER CONTRACTOR SYSTEM SHALL BE INSTALLED PRIOR TO PLANTING.



Harris Ranch

TESSINA DESIGN GROUP
ARCHITECTS & PLANNERS
10000 N. CENTRAL EXPRESSWAY, SUITE 200
DALLAS, TEXAS 75243
TEL: 214.416.1111 FAX: 214.416.1112

PROJECT:	DALLAS HARRIS ESTATES TOWNHOUSES NO. 4
DATE:	01/23/2014
DRAWN BY:	DAVID J. HARRIS
CHECKED BY:	DAVID J. HARRIS
SCALE:	AS SHOWN

DALLAS HARRIS ESTATES TOWNHOUSES NO. 4

PLANTING PLAN
SHEET 2 OF 7

DATE: 01/23/2014
SCALE: 1/8" = 1'-0"

PLANTING NOTES

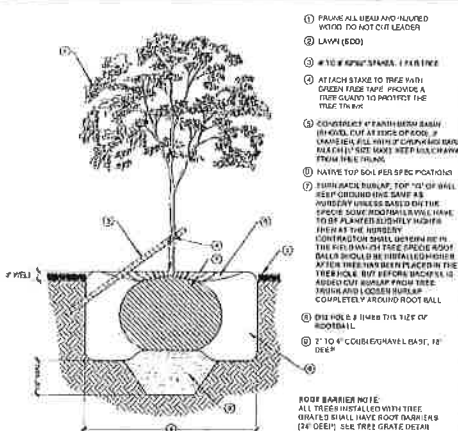
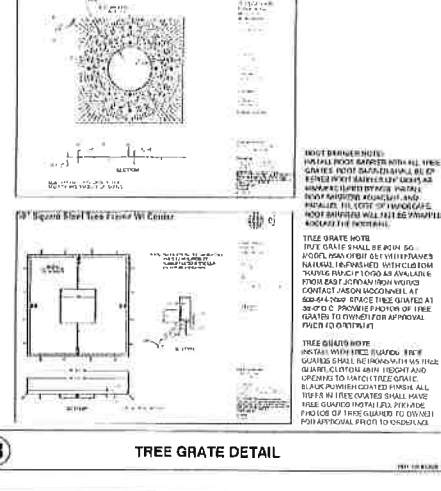
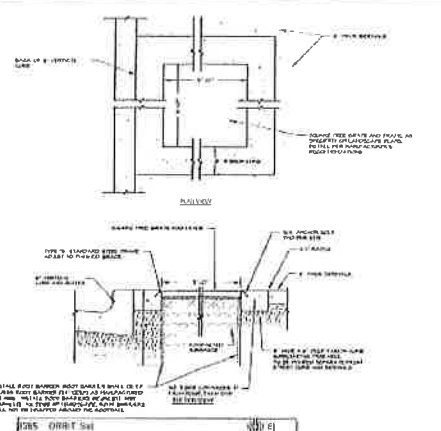
- OWNER SHALL HAVE A THROUGH STATIONARY TEST PERFORMED BY THOSE OBTAINING LOCATION ON THE SITE AND COMPLETED BY A LICENSED AGRICULTURAL LABORATORY (LAW 101) PRIOR TO ANY PLANTING OF PLANT MATERIAL. THE SOILS TEST SHALL INCLUDE, BUT NOT BE LIMITED TO, THE TESTING OF SOILS FOR LEVELS NUTRIENT LEVELS AND SOIL POPULATION. SOIL TEST RESULTS SHALL BE APPROVED BY THE DISTRICT INSPECTOR PRIOR TO ANY PLANTING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING AND REPORTING AND FURNISHING AT THE LEVEL INDICATED IN THE SOILS TEST REPORT.
- THE CONTRACTOR IS TO MAINTAIN A RECORD OF ALL PLANTING MATERIALS PRIOR TO COMMENCING LANDSCAPE INSTALLATION.
- ALL PLANTING MATERIALS (TREES, SHRUBS, PERENNIALS, ANNUALS, CONIFERS) SHALL BE STORED IN A SHADY AREA AND PROTECTED FROM EXCESSIVE HEAT AND DRY WINDS. PLANTING MATERIALS SHALL BE STORED IN A SHADY AREA AND PROTECTED FROM EXCESSIVE HEAT AND DRY WINDS.
- CONTRACTOR TO BE RESPONSIBLE FOR OBTAINING ALL PLANTING MATERIALS FROM A LICENSED NURSERY AND TO MAINTAIN THEM IN A HEALTHY CONDITION UNTIL PLANTING. ALL PLANTING MATERIALS SHALL BE STORED IN A SHADY AREA AND PROTECTED FROM EXCESSIVE HEAT AND DRY WINDS.
- ALL PLANT MATERIALS SHALL BE APPROVED AT THE PROJECT SITE BY THE LANDSCAPE ARCHITECT PRIOR TO ANY PLANTING. THIS MAY BE DONE EITHER AT THE PROJECT SITE OR AT THE LANDSCAPE ARCHITECT'S OFFICE. ALL PLANTING MATERIALS SHALL BE STORED IN A SHADY AREA AND PROTECTED FROM EXCESSIVE HEAT AND DRY WINDS.
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WEED ABATEMENT NOTES

- AREAS TO BE PLANTED SHALL HAVE WEED ABATEMENT OPERATIONS COMPLETED PRIOR TO PLANTING.
- CONTRACTOR SHALL MAINTAIN ALL EXPOSED WEEDS WITH A 6" x 6" CONTACT INERTIUM OR EQUIVALENT.
- CONTRACTOR SHALL MAINTAIN ALL EXPOSED WEEDS WITH A 6" x 6" CONTACT INERTIUM OR EQUIVALENT.
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- CONTRACTOR SHALL MAINTAIN ALL EXPOSED WEEDS WITH A 6" x 6" CONTACT INERTIUM OR EQUIVALENT.

TOPSOIL NOTES

- TOPSOIL REQUIREMENTS SHALL BE AS FOLLOWS: PH RANGE OF 5.5 TO 7.0; FOUR PERCENT ORGANIC MATERIAL; MINIMUM FREE OF STONES 1/4" IN SIZE OR LARGER IN ANY QUANTITY AND OTHER EXTRANEOUS MATERIALS UNDESIRABLE TO PLANT GROWTH.
- TOPSOIL SOURCE: CONTRACTOR SHALL OBTAIN TOPSOIL FROM AN AREA OF THE SITE OR AN ADJACENT AREA THAT IS FREE OF STONES, BRUSH, WEEDS, AND OTHER EXTRANEOUS MATERIALS UNDESIRABLE TO PLANT GROWTH. TOPSOIL SHALL BE STORED IN A SHADY AREA AND PROTECTED FROM EXCESSIVE HEAT AND DRY WINDS.
- CONTRACTOR SHALL MAINTAIN ALL EXPOSED WEEDS WITH A 6" x 6" CONTACT INERTIUM OR EQUIVALENT.
- CONTRACTOR SHALL MAINTAIN ALL EXPOSED WEEDS WITH A 6" x 6" CONTACT INERTIUM OR EQUIVALENT.
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- CONTRACTOR SHALL MAINTAIN ALL EXPOSED WEEDS WITH A 6" x 6" CONTACT INERTIUM OR EQUIVALENT.



- NOTES**
- Use a 2" x 2" x 1/4" steel plate for the tree grate. The tree grate shall be placed in the nursery. Make sure the sides of the tree grate are flush with the soil.
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TERMINA DESIGN GROUP
 12345 MAIN ST, SUITE 100, DALLAS, TX 75201
 TEL: 214-555-1234
 WWW.TERMINADSG.COM

DALLAS HARRIS ESTATES TOWNHOMES NO. 9
 DETAILS AND NOTES
 SHEET 5 OF 7

HOUSTON RANCH

ALL DIMENSIONS ARE IN INCHES UNLESS OTHERWISE NOTED. DIMENSIONS SHOWN ARE APPROXIMATE.

NOTE:
 Bench shall be DuMar Series 86
 Bench in Orange Powder Coated
 Finish. It is designed and available
 from Benchmark Furniture, LLC.
 Contact information: 801-498-2243. It is not to be
 construed as manufacturer's
 instructions.

SKILL:
 1) 1/2" x 1/2" SQUARE STUDS AT 16" ON CENTER
 2) 1/2" x 1/2" SQUARE STUDS AT 16" ON CENTER
 3) 1/2" x 1/2" SQUARE STUDS AT 16" ON CENTER

REVISIONS:

NO.	DATE	DESCRIPTION
1	08-12-1919	ISSUED FOR CONSTRUCTION

DuMar, INC.
 801-498-2243
 801-498-2243

BENCH

NOTE:
 Bike Rack shall be DuMar Series 86
 Bike Rack in Orange Powder Coated
 Finish. It is designed and available
 from Benchmark Furniture, LLC.
 Contact information: 801-498-2243. It is not to be
 construed as manufacturer's
 instructions.

SKILL:
 1) 1/2" x 1/2" SQUARE STUDS AT 16" ON CENTER
 2) 1/2" x 1/2" SQUARE STUDS AT 16" ON CENTER
 3) 1/2" x 1/2" SQUARE STUDS AT 16" ON CENTER

REVISIONS:

NO.	DATE	DESCRIPTION
1	08-12-1919	ISSUED FOR CONSTRUCTION

DuMar, INC.
 801-498-2243
 801-498-2243

BIKE RACK

NOTE:
 Trash Receptacle shall be
 DuMar Series 86. It is
 designed and available
 from Benchmark Furniture,
 LLC. Contact information:
 801-498-2243. It is not to be
 construed as manufacturer's
 instructions.

SKILL:
 1) 1/2" x 1/2" SQUARE STUDS AT 16" ON CENTER
 2) 1/2" x 1/2" SQUARE STUDS AT 16" ON CENTER
 3) 1/2" x 1/2" SQUARE STUDS AT 16" ON CENTER

REVISIONS:

NO.	DATE	DESCRIPTION
1	08-12-1919	ISSUED FOR CONSTRUCTION

DuMar, INC.
 801-498-2243
 801-498-2243

TRASH RECEPTACLE

F

ALL DIMENSIONS ARE IN INCHES UNLESS OTHERWISE NOTED. DIMENSIONS SHOWN ARE APPROXIMATE.

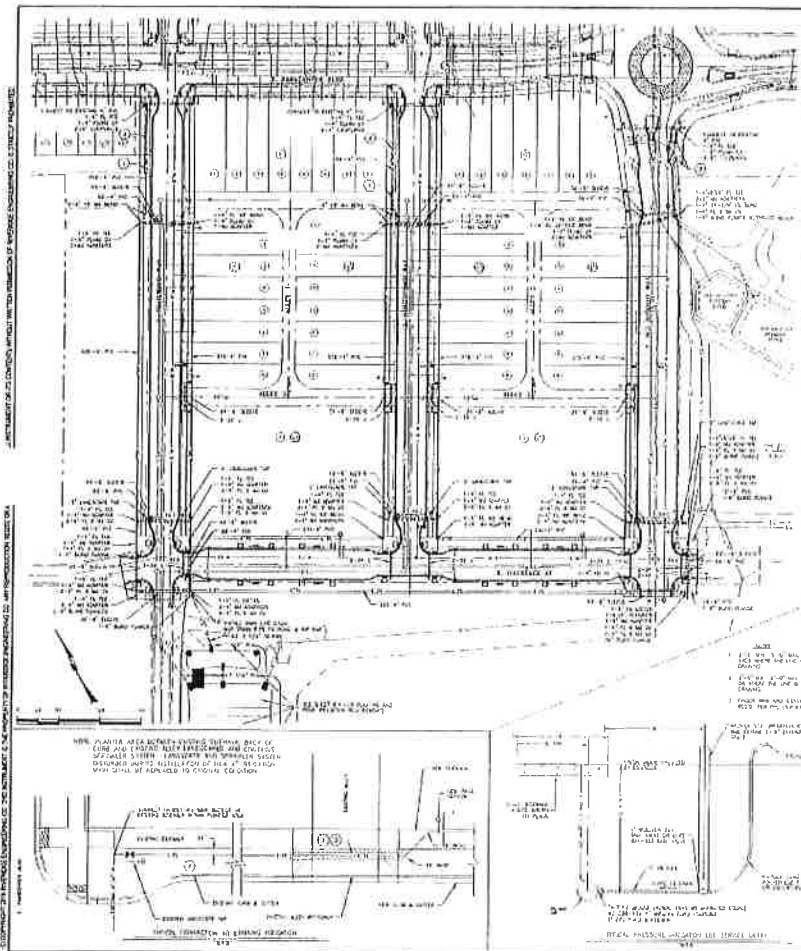
NOTE:
 All dimensions shall be specified by Owner or Owner's
 Representative in writing and signature.



DALLAS HARRIS ESTATES TOWNHOMES NO. 9
 DETAILS
 SHEET 7 OF 7

TORRELLA DESIGN GROUP
 10000 N. CENTRAL EXPRESSWAY, SUITE 1000
 DALLAS, TEXAS 75243
 TEL: 972.988.1000
 WWW.TORRELLADSG.COM

HARRIS RANCH
 10000 N. CENTRAL EXPRESSWAY, SUITE 1000
 DALLAS, TEXAS 75243
 TEL: 972.988.1000
 WWW.HARRISRANCH.COM



INDICATIONS/SLEEPING LIGHTS

- 1. SLEEPING LIGHTS
- 2. SLEEPING LIGHTS
- 3. SLEEPING LIGHTS
- 4. SLEEPING LIGHTS

GENERAL NOTES

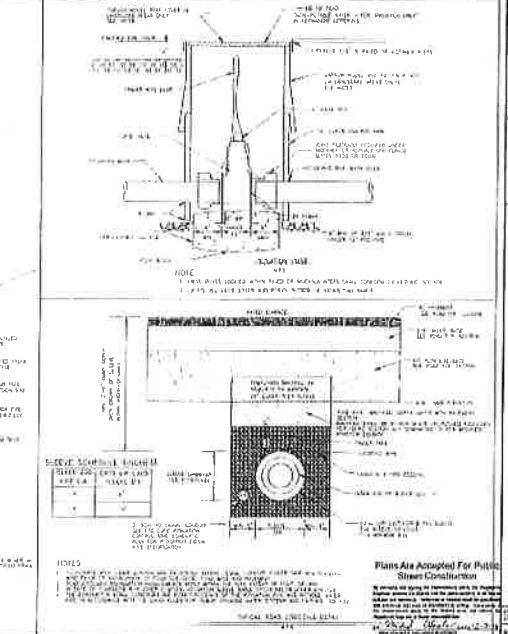
1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODES AND ALL APPLICABLE LOCAL ORDINANCES.
2. ALL MATERIALS SHALL BE APPROVED BY THE ARCHITECT AND THE CITY ENGINEER.
3. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
4. ALL UTILITIES SHALL BE MAINTAINED AND PROTECTED AT ALL TIMES.

KEY NOTES

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODES AND ALL APPLICABLE LOCAL ORDINANCES.
2. ALL MATERIALS SHALL BE APPROVED BY THE ARCHITECT AND THE CITY ENGINEER.
3. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
4. ALL UTILITIES SHALL BE MAINTAINED AND PROTECTED AT ALL TIMES.

IRRIGATION PIPE AND TYPICAL NOTES

1. ALL IRRIGATION PIPE SHALL BE 1/2" POLYETHYLENE GLASS REINFORCED PIPE (PEGR) WITH 10% OVERSIZING.
2. ALL IRRIGATION PIPE SHALL BE INSTALLED AT A MINIMUM DEPTH OF 18" BELOW FINISHED GRADE.
3. ALL IRRIGATION PIPE SHALL BE INSTALLED WITH A MINIMUM SLOPE OF 1%.
4. ALL IRRIGATION PIPE SHALL BE INSTALLED WITH A MINIMUM COVER OF 18" BELOW FINISHED GRADE.
5. ALL IRRIGATION PIPE SHALL BE INSTALLED WITH A MINIMUM COVER OF 18" BELOW FINISHED GRADE.
6. ALL IRRIGATION PIPE SHALL BE INSTALLED WITH A MINIMUM COVER OF 18" BELOW FINISHED GRADE.
7. ALL IRRIGATION PIPE SHALL BE INSTALLED WITH A MINIMUM COVER OF 18" BELOW FINISHED GRADE.
8. ALL IRRIGATION PIPE SHALL BE INSTALLED WITH A MINIMUM COVER OF 18" BELOW FINISHED GRADE.
9. ALL IRRIGATION PIPE SHALL BE INSTALLED WITH A MINIMUM COVER OF 18" BELOW FINISHED GRADE.
10. ALL IRRIGATION PIPE SHALL BE INSTALLED WITH A MINIMUM COVER OF 18" BELOW FINISHED GRADE.



RR

Private Ridge Engineering Company

2007 S. McKinney, Suite 200, Dallas, TX 75215

PH: (214) 343-1111 FAX: (214) 343-1112

DALLAS HARRIS ESTATES TOWNHOMES NO. 9

PRESSURE IRRIGATION & SLEEPING PLAN

DATE: 11/11/2011

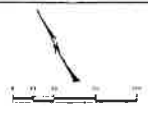
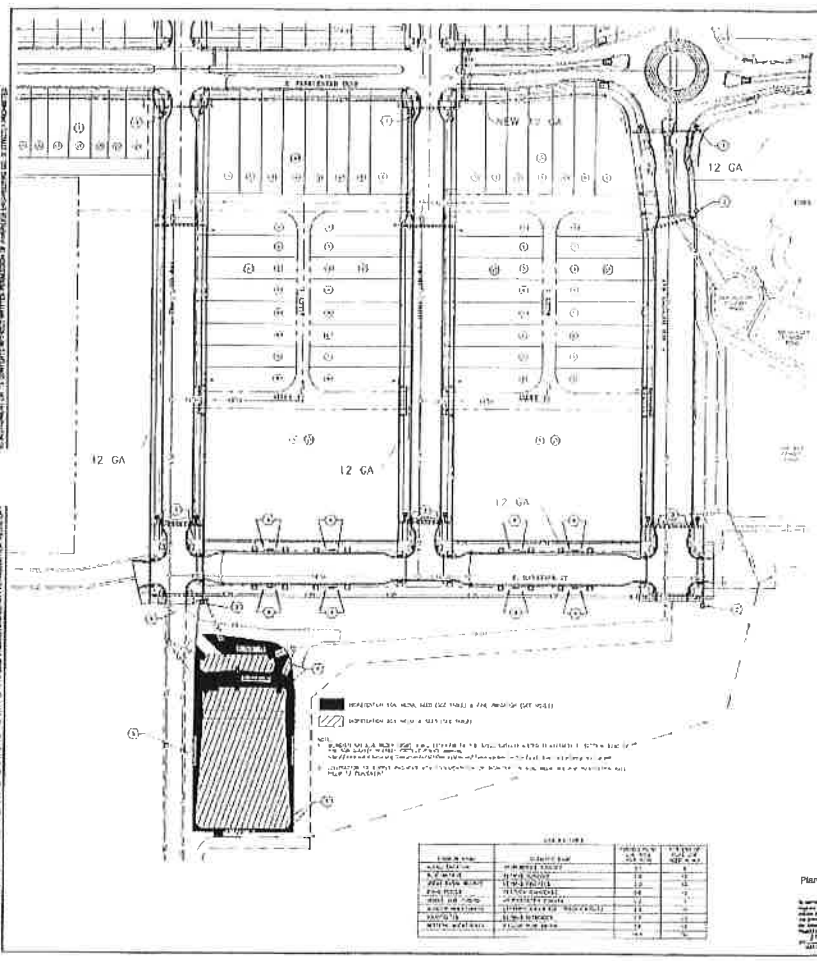
PROJECT: DALLAS HARRIS ESTATES TOWNHOMES NO. 9

PREPARED BY: [Firm Name]

CHECKED BY: [Firm Name]

APPROVED BY: [Firm Name]

ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE TEXAS ENGINEERING PROFESSIONAL ACT AND THE TEXAS BOARD OF PROFESSIONAL ENGINEERS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.



LEGEND

1. 12 GA. PRESSURE IRRIGATION CONTROL WATER SCHEMATIC
 2. 12 GA. STORMWATER POND REVEGETATION & FINE IRRIGATION PLAN

GENERAL NOTES

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE TEXAS ENGINEERING PROFESSIONAL ACT AND THE TEXAS BOARD OF PROFESSIONAL ENGINEERS.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
3. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
4. THE CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES AND STRUCTURES.
5. THE CONTRACTOR SHALL MAINTAIN ADEQUATE RECORDS OF ALL CONSTRUCTION.

FINE IRRIGATION DESIGN-BUILD NOTES

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF THE FINE IRRIGATION SYSTEM.
2. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
3. THE CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES AND STRUCTURES.
4. THE CONTRACTOR SHALL MAINTAIN ADEQUATE RECORDS OF ALL CONSTRUCTION.
5. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
6. THE CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES AND STRUCTURES.
7. THE CONTRACTOR SHALL MAINTAIN ADEQUATE RECORDS OF ALL CONSTRUCTION.
8. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
9. THE CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES AND STRUCTURES.
10. THE CONTRACTOR SHALL MAINTAIN ADEQUATE RECORDS OF ALL CONSTRUCTION.

KEY NOTES

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE TEXAS ENGINEERING PROFESSIONAL ACT AND THE TEXAS BOARD OF PROFESSIONAL ENGINEERS.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
3. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
4. THE CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES AND STRUCTURES.
5. THE CONTRACTOR SHALL MAINTAIN ADEQUATE RECORDS OF ALL CONSTRUCTION.

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	AMOUNT
1	12 GA. PRESSURE IRRIGATION CONTROL WATER SCHEMATIC	1	EA	100.00
2	12 GA. STORMWATER POND REVEGETATION & FINE IRRIGATION PLAN	1	EA	100.00
3	12 GA. STORMWATER POND REVEGETATION & FINE IRRIGATION PLAN	1	EA	100.00
4	12 GA. STORMWATER POND REVEGETATION & FINE IRRIGATION PLAN	1	EA	100.00
5	12 GA. STORMWATER POND REVEGETATION & FINE IRRIGATION PLAN	1	EA	100.00
6	12 GA. STORMWATER POND REVEGETATION & FINE IRRIGATION PLAN	1	EA	100.00
7	12 GA. STORMWATER POND REVEGETATION & FINE IRRIGATION PLAN	1	EA	100.00
8	12 GA. STORMWATER POND REVEGETATION & FINE IRRIGATION PLAN	1	EA	100.00
9	12 GA. STORMWATER POND REVEGETATION & FINE IRRIGATION PLAN	1	EA	100.00
10	12 GA. STORMWATER POND REVEGETATION & FINE IRRIGATION PLAN	1	EA	100.00

Place Any Accepted For Public
 System Construction



Riveridge Engineering Company
 2447 S. Voss Ave., Dallas, Texas 75229
 Tel: (214) 346-1111, Fax: (214) 346-1112

NO.	DATE	DESCRIPTION
1	10/15/11	ISSUED FOR PERMIT
2	10/20/11	ISSUED FOR CONSTRUCTION
3	11/01/11	ISSUED FOR RECORD

DALLAS HARRIS ESTATES TOWNHOMES NO. 9

PRESSURE IRRIGATION CONTROL WATER SCHEMATIC AND STORMWATER POND REVEGETATION & FINE IRRIGATION PLAN

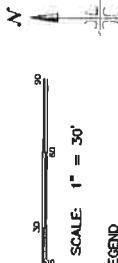
SHEET 6.1 OF 18

EX 118 13 (823)

DALLAS HARRIS ESTATES

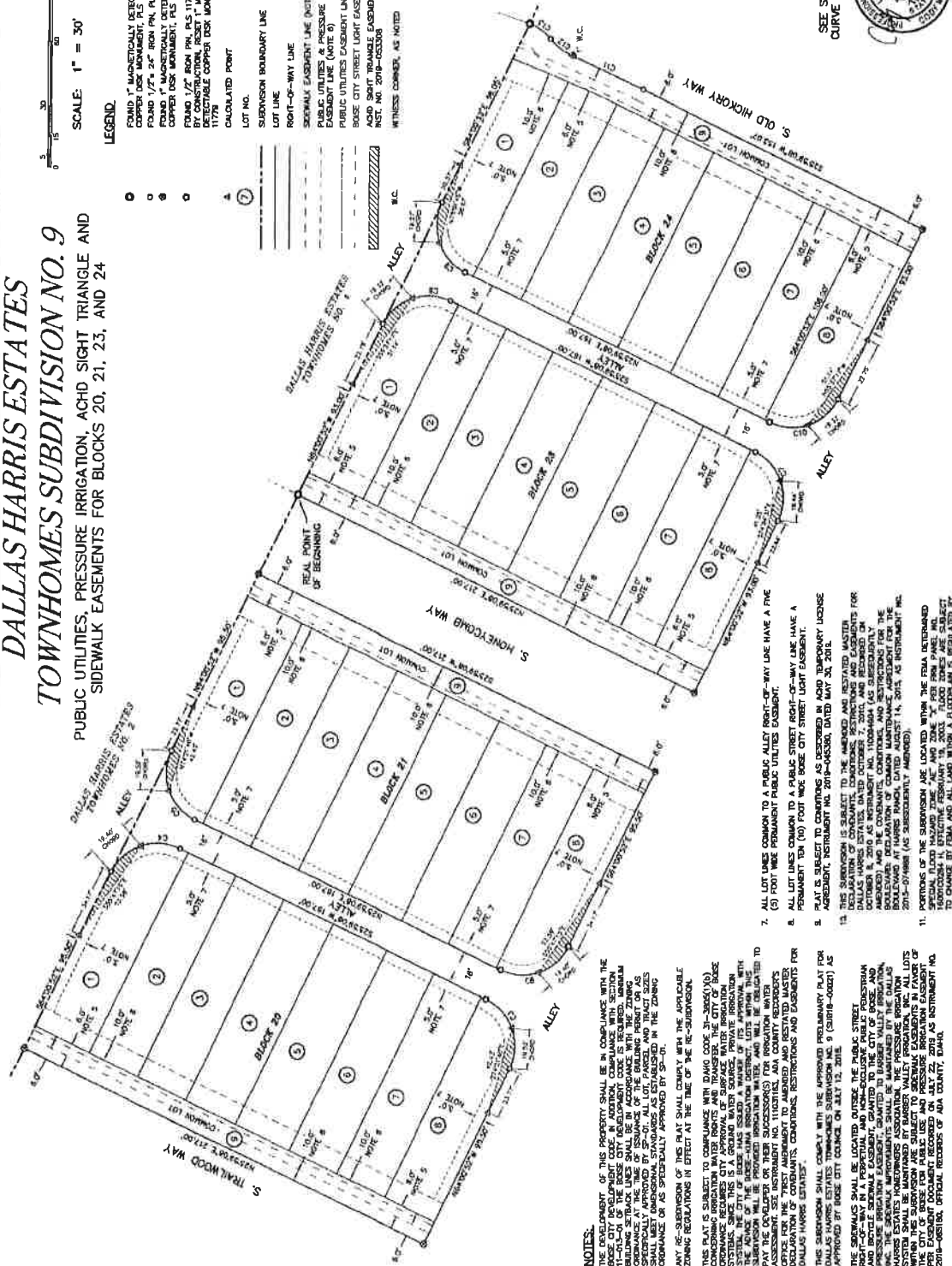
TOWNHOMES SUBDIVISION NO. 9

PUBLIC UTILITIES, PRESSURE IRRIGATION, ACHD SIGHT TRIANGLE AND
SIDEWALK EASEMENTS FOR BLOCKS 20, 21, 23, AND 24



LEGEND:

- FOUND 1" MAGNETICALLY DETECTABLE COPPER DISK MONUMENT, PLS 7013
- FOUND 1/4" 24" IRON PIN, PLS 11779
- FOUND 1/4" 24" IRON PIN, PLS 11779
- FOUND 1/2" 24" IRON PIN, PLS 11779, REMOVED BY CONSTRUCTION, RESET 1" MAGNETICALLY DETECTABLE COPPER DISK MONUMENT, PLS 7013
- CALCULATED POINT
- ④ LOT NO.
- ⑦ SUBDIVISION BOUNDARY LINE
- LOT LINE
- SIDEWALK EASEMENT LINE (NOTE 5)
- PUBLIC UTILITIES & PRESSURE IRRIGATION EASEMENT LINE (NOTE 6)
- PUBLIC UTILITIES EASEMENT LINE (NOTE 7)
- BOSE CITY STREET LIGHT EASEMENT (NOTE 8)
- SIDEWALK EASEMENT
- WITNESS CORNER, AS NOTED



SEE SHEET 1 FOR
CURVE TABLE DATA



JOB NO. 18-244
SHEET 2 OF 4

2000 W. EMERALD ST.
BOISE, IDAHO 83704
(208) 948-8570

- NOTES:**
1. THE PROPERTY SHOWN ON THIS PLAT SHALL BE IN COMPLIANCE WITH THE BOSE CITY DEVELOPMENT CODE. IN ADDITION, COMPLIANCE WITH SECTION 11-1-1-10 OF THE BOSE CITY DEVELOPMENT CODE IS REQUIRED. MINIMUM SIDEWALK WIDTH SHALL BE 5 FEET. SIDEWALKS SHALL BE CONSTRUCTED AND MAINTAINED AT THE TIME OF ISSUANCE OF THE BUILDING PERMIT OR AS SPECIFIED IN THE BOSE CITY DEVELOPMENT CODE. SIDEWALKS SHALL BE CONSTRUCTED AND MAINTAINED AT THE TIME OF ISSUANCE OF THE BUILDING PERMIT OR AS SPECIFIED IN THE BOSE CITY DEVELOPMENT CODE. SIDEWALKS SHALL BE CONSTRUCTED AND MAINTAINED AT THE TIME OF ISSUANCE OF THE BUILDING PERMIT OR AS SPECIFIED IN THE BOSE CITY DEVELOPMENT CODE.
 2. ANY RE-SUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE ZONING REGULATIONS IN EFFECT AT THE TIME OF THE RE-SUBDIVISION.
 3. THIS PLAT IS SUBJECT TO COMPLIANCE WITH DMO CODE 31-2005(V)(9) CONCERNING IRRIGATION WATER RIGHTS AND TRANSFER. THE CITY OF BOSE CITY HAS A PROHIBITION AGAINST THE TRANSFER OF WATER RIGHTS TO PRIVATE SYSTEMS. SINCE THIS IS A PRIVATE WATER SOURCE, PRIVATE IRRIGATION SYSTEMS WILL BE PROHIBITED FROM TRANSFER. THE CITY OF BOSE CITY HAS A PROHIBITION AGAINST THE TRANSFER OF WATER RIGHTS TO PRIVATE SYSTEMS. SINCE THIS IS A PRIVATE WATER SOURCE, PRIVATE IRRIGATION SYSTEMS WILL BE PROHIBITED FROM TRANSFER. THE CITY OF BOSE CITY HAS A PROHIBITION AGAINST THE TRANSFER OF WATER RIGHTS TO PRIVATE SYSTEMS. SINCE THIS IS A PRIVATE WATER SOURCE, PRIVATE IRRIGATION SYSTEMS WILL BE PROHIBITED FROM TRANSFER.
 4. THIS SUBDIVISION SHALL COMPLY WITH THE APPROVED PRELIMINARY PLAT FOR DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO. 9 (SUBP-0007) AS APPROVED BY BOSE CITY COUNCIL ON JULY 12, 2018.
 5. THE SIDEWALKS SHALL BE LOCATED OUTSIDE THE PUBLIC STREET RIGHT-OF-WAY AND SHALL BE CONSTRUCTED AND MAINTAINED AT THE TIME OF ISSUANCE OF THE BUILDING PERMIT OR AS SPECIFIED IN THE BOSE CITY DEVELOPMENT CODE. SIDEWALKS SHALL BE CONSTRUCTED AND MAINTAINED AT THE TIME OF ISSUANCE OF THE BUILDING PERMIT OR AS SPECIFIED IN THE BOSE CITY DEVELOPMENT CODE.
 6. LOT LINES COMMON TO A PUBLIC STREET RIGHT-OF-WAY USE HAVE A FIVE (5) FOOT WIDE PERMANENT PUBLIC UTILITIES EASEMENT. LOT LINES COMMON TO A PUBLIC ALLEY RIGHT-OF-WAY USE HAVE A FIVE (5) FOOT WIDE PERMANENT PUBLIC UTILITIES EASEMENT. LOT LINES COMMON TO A PUBLIC STREET RIGHT-OF-WAY USE HAVE A FIVE (5) FOOT WIDE PERMANENT PUBLIC UTILITIES EASEMENT. LOT LINES COMMON TO A PUBLIC ALLEY RIGHT-OF-WAY USE HAVE A FIVE (5) FOOT WIDE PERMANENT PUBLIC UTILITIES EASEMENT.
 7. ALL LOT LINES COMMON TO A PUBLIC ALLEY RIGHT-OF-WAY USE HAVE A FIVE (5) FOOT WIDE PERMANENT PUBLIC UTILITIES EASEMENT.
 8. ALL LOT LINES COMMON TO A PUBLIC STREET RIGHT-OF-WAY USE HAVE A FIVE (5) FOOT WIDE PERMANENT PUBLIC UTILITIES EASEMENT.
 9. THIS SUBDIVISION IS SUBJECT TO THE AMENDED AND REVISED MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR BLOCKS 20, 21, 23, AND 24, DATED OCTOBER 14, 2013, AS AMENDED BY INSTRUMENT NO. 2018-04-0038, DATED MAY 20, 2018.
 10. PORTIONS OF THE SUBDIVISION ARE LOCATED WITHIN THE PUBLIC STREET RIGHT-OF-WAY AND ALL LAND WITHIN A FLOODPLAIN IS REGULATED BY CHAPTER 11-10 OF THE BOSE CITY CODE.
 11. PORTIONS OF THE SUBDIVISION ARE LOCATED WITHIN THE PUBLIC STREET RIGHT-OF-WAY AND ALL LAND WITHIN A FLOODPLAIN IS REGULATED BY CHAPTER 11-10 OF THE BOSE CITY CODE.
 12. LOT 6, BLOCK 20, LOT 6, BLOCK 21, LOT 6, BLOCK 23, AND LOT 6, BLOCK 24 ARE LOCATED WITHIN THE PUBLIC STREET RIGHT-OF-WAY AND ALL LAND WITHIN A FLOODPLAIN IS REGULATED BY CHAPTER 11-10 OF THE BOSE CITY CODE.

BK 118 P 18232

DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO. 9

CERTIFICATE OF OWNERS.

KNOW ALL MEN BY THESE PRESENTS: THAT BARBER VALLEY DEVELOPMENT, INC., AN IDAHO CORPORATION, BLACKROCK HOMES LLC, AN IDAHO LIMITED LIABILITY COMPANY AND DAVE EVANS CONSTRUCTION LLC, AN IDAHO LIMITED LIABILITY COMPANY ARE THE OWNERS OF THE PROPERTY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND SITUATED WITHIN THE SOUTHEAST 1/4 OF SECTION 19, THE NORTHWEST 1/4 OF SECTION 20, AND THE SOUTHWEST 1/4 OF SECTION 21, TOWNSHIP 3 NORTH, RANGE 3 EAST, BOISE MERIDIAN, CITY OF BOISE, ADA COUNTY, IDAHO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SECTION CORNER COMMON TO SECTIONS 19, 20, 29 AND 30, TOWNSHIP 3 NORTH, RANGE 3 EAST, BOISE MERIDIAN FROM WHICH THE 1/4 CORNER COMMON TO SAID SECTIONS 19 AND 30 BEARS NORTH 86°37'14" WEST, 2842.54 FEET; THENCE SOUTH 57°28'02" WEST, 251.66 FEET TO A POINT COMMON TO THE SOUTHEAST CORNER OF DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO. 2 AS FILED IN BOOK 108 OF PLATS AT PAGES 15280 THROUGH 15284, AND THE SOUTHWEST CORNER OF DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO. 4 AS FILED IN BOOK 112 OF PLATS AT PAGES 16911 THROUGH 16914, RECORDS OF ADA COUNTY, IDAHO, SAID POINT BEING THE REAL POINT OF BEGINNING;

THENCE ALONG THE SOUTHERLY BOUNDARY OF SAID DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO. 4 AND THE EASTERLY EXTENSION THEREOF, SOUTH 64°00'52" EAST, 298.44 FEET;

THENCE LEAVING SAID SOUTHERLY BOUNDARY, 9.25 FEET SOUTHERLY ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 19.00 FEET, A CENTRAL ANGLE OF 27°35'22", AND A LONG CHORD WHICH BEARS, SOUTH, 09°24'55" WEST, 9.16 FEET;

THENCE 15.18 FEET SOUTHERLY ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 28.50 FEET AND A CENTRAL ANGLE OF 30°39'54", AND A LONG CHORD WHICH BEARS SOUTH 10°43'41" WEST, 15.00 FEET;

THENCE SOUTH 25°59'08" WEST, 368.75 FEET;

THENCE SOUTH 64°00'52" EAST, 12.00 FEET;

THENCE SOUTH 25°59'08" WEST, 13.00 FEET;

THENCE SOUTH 64°00'52" EAST, 16.50 FEET;

THENCE SOUTH 25°59'08" WEST, 43.00 FEET;

THENCE NORTH 64°00'52" WEST, 16.50 FEET;

THENCE SOUTH 25°59'08" WEST, 7.00 FEET;

THENCE NORTH 64°00'52" WEST, 12.00 FEET;

THENCE SOUTH 25°59'08" WEST, 18.00 FEET;

THENCE NORTH 64°00'52" WEST, 53.00 FEET;

THENCE NORTH 25°59'08" EAST, 12.00 FEET;

THENCE NORTH 64°00'52" WEST, 12.00 FEET;

THENCE NORTH 25°59'08" EAST, 13.00 FEET;

THENCE NORTH 64°00'52" WEST, 528.00 FEET;

THENCE SOUTH 25°59'08" WEST, 13.15 FEET;

THENCE NORTH 64°00'52" WEST, 12.00 FEET;

THENCE SOUTH 25°59'08" WEST, 11.85 FEET;

THENCE NORTH 64°00'52" WEST, 43.00 FEET;

THENCE NORTH 25°59'08" EAST, 11.86 FEET;

THENCE NORTH 64°00'52" WEST, 11.45 FEET;

THENCE NORTH 25°59'08" EAST, 8.03 FEET;

THENCE NORTH 75°29'32" WEST, 13.42 FEET;

THENCE NORTH 15°44'43" EAST, 43.01 FEET;

THENCE SOUTH 75°29'32" EAST, 20.86 FEET;

THENCE NORTH 25°59'08" EAST, 19.36 FEET;

THENCE SOUTH 64°00'52" EAST, 12.00 FEET;

THENCE NORTH 25°59'08" EAST, 393.00 FEET TO AN ANGLE POINT ON THE SOUTHERLY BOUNDARY OF SAID DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO. 2;

THENCE SOUTH 64°00'52" EAST, 343.00 FEET ALONG SAID SOUTHERLY BOUNDARY TO THE REAL POINT OF BEGINNING.

CONTAINS 6.81 ACRES, MORE OR LESS.

IT IS THE INTENTION OF THE UNDERSIGNED TO HEREBY INCLUDE THE ABOVE DESCRIBED PROPERTY IN THIS PLAT AND TO DEDICATE TO THE PUBLIC THE PUBLIC STREETS AND ALLEYS AS SHOWN ON THIS PLAT. THE EASEMENTS AS SHOWN PERMANENTLY RESERVED FOR PUBLIC UTILITIES AND SUCH OTHER USES AS DESIGNATED WITHIN THIS PLAT. NO PERMANENT STRUCTURES ARE TO BE ERRECTED WITHIN THE LINES OF SAID EASEMENTS. ALL LOTS IN THIS PLAT WILL BE SUBJECT TO RECEIVE WATER SERVICE FROM AN EXISTING SUEZ WATER IDAHO, INC. MAIN LINE LOCATED ADJACENT TO THE SOUTHWEST BOUNDARY, AND SUEZ WATER IDAHO, INC. HAS AGREED IN WRITING TO SERVE ALL THE LOTS IN THIS SUBDIVISION.

OWNERS:

IN WITNESS WHEREOF, THE GRANTORS HAVE CAUSED THIS INSTRUMENT TO BE SUBSCRIBED THIS 17th DAY OF April, 2020. BARBER VALLEY DEVELOPMENT, INC., AN IDAHO CORPORATION

DOUGLAS FOWLER, PRESIDENT

ACKNOWLEDGEMENT

STATE OF IDAHO) S.S.

ON THIS 17th DAY OF April, 2020, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED DOUGLAS FOWLER, KNOWN OR IDENTIFIED TO ME TO BE THE PRESIDENT OF BARBER VALLEY DEVELOPMENT, INC., AN IDAHO CORPORATION, THAT EXECUTED THE INSTRUMENT OR THE PERSON WHO EXECUTED THE INSTRUMENT ON BEHALF OF SAID CORPORATION, AND ACKNOWLEDGED TO ME THAT SUCH PERSON EXECUTED THE SAME.

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

NOTARY PUBLIC FOR IDAHO, RESIDING AT: 1111 N. 10th St., Boise, ID 83702 MY COMMISSION EXPIRES: 7/19/2023



IN WITNESS WHEREOF, THE GRANTORS HAVE CAUSED THIS INSTRUMENT TO BE SUBSCRIBED THIS 27 DAY OF April, 2020. BLACKROCK HOMES LLC, AN IDAHO LIMITED LIABILITY COMPANY

AMY KELLEY, MANAGER

ACKNOWLEDGEMENT

STATE OF IDAHO) S.S.

ON THIS 27 DAY OF April, 2020, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED AMY KELLEY, KNOWN OR IDENTIFIED TO ME TO BE THE MANAGER OF BLACKROCK HOMES LLC, AN IDAHO LIMITED LIABILITY COMPANY, THAT EXECUTED THE INSTRUMENT OR THE PERSON WHO EXECUTED THE INSTRUMENT ON BEHALF OF SAID COMPANY, AND ACKNOWLEDGED TO ME THAT BLACKROCK HOMES LLC EXECUTED THE SAME.

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

NOTARY PUBLIC FOR IDAHO, RESIDING AT: 1111 N. 10th St., Boise, ID 83702 MY COMMISSION EXPIRES: 7/19/2023



IN WITNESS WHEREOF, THE GRANTORS HAVE CAUSED THIS INSTRUMENT TO BE SUBSCRIBED THIS 23 DAY OF April, 2020. DAVE EVANS CONSTRUCTION LLC, AN IDAHO LIMITED LIABILITY COMPANY.

D ZACHARY EVANS, MANAGER

ACKNOWLEDGEMENT

STATE OF IDAHO) S.S.

ON THIS 23 DAY OF April, 2020, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED D ZACHARY EVANS, KNOWN OR IDENTIFIED TO ME TO BE THE MANAGER OF DAVE EVANS CONSTRUCTION LLC, AN IDAHO LIMITED LIABILITY COMPANY, THAT EXECUTED THE INSTRUMENT OR THE PERSON WHO EXECUTED THE INSTRUMENT ON BEHALF OF SAID LIMITED LIABILITY COMPANY AND ACKNOWLEDGED TO ME THAT DAVE EVANS CONSTRUCTION LLC EXECUTED THE SAME.

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

NOTARY PUBLIC FOR IDAHO, RESIDING AT: 3148 E. 25th St., Boise, ID 83706 MY COMMISSION EXPIRES: 3/18/2025



IDAHO SURVEY GROUP, LLC

408 NO. 19-2744 SHEET 3 OF 4

9625 W. BEREAUD ST. BOISE, IDAHO 83704 (208) 866-8870

EX 118 PL 18253

DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO. 9

CERTIFICATE OF SURVEYOR

I, CODY W. MACDONALD, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR LICENSED BY THE STATE OF IDAHO AND THAT THIS PLAN IS A CORRECT REPRESENTATION OF THE ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION AND ACCURATE REPRESENTATION IS IN CONFORMITY WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.



CODY W. MACDONALD, P.L.S. IDAHO NO. 11779

CERTIFICATE OF COUNTY SURVEYOR

I, THE UNDERSIGNED, PROFESSIONAL LAND SURVEYOR IN AND FOR ADA COUNTY, IDAHO, DO HEREBY CERTIFY THAT I HAVE CHECKED THIS PLAT AND THAT IT COMPLES WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.



Denny J. Harting
COUNTY SURVEYOR
PLS 5359
7-7-2020

CERTIFICATE OF THE COUNTY TREASURER

I, THE UNDERSIGNED, COUNTY TREASURER IN AND FOR THE COUNTY OF ADA, STATE OF IDAHO, PER THE REQUIREMENTS OF IDAHO CODE, DO HEREBY CERTIFY THAT ANY AND ALL CURRENT AND/OR DELINQUENT COUNTY PROPERTY TAXES FOR THE YEAR 2018-2019 HAVE BEEN PAID IN FULL IN THIS PLAT HAVE BEEN PAID IN FULL. THIS CERTIFICATION IS VALID FOR THE NEXT THIRTY (30) DAYS ONLY.



Elizabeth Mahon
COUNTY TREASURER
Signed by: *Elizabeth Mahon*

COUNTY RECORDER'S CERTIFICATE

STATE OF IDAHO } S.S.
COUNTY OF ADA }
I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD AT THE REQUEST OF BARBER VALLEY DEVELOPMENT, INC. AT _____ MINUTES PAST _____ OF _____ DAY OF _____ IN BOOK _____ OF PLATS AT PAGES _____.

INSTRUMENT NO. 2020-085442

Shirley
COUNTY RECORDER
FEE \$21.00

APPROVAL OF ADA COUNTY HIGHWAY DISTRICT

THE FOREGOING PLAT WAS ACCEPTED AND APPROVED BY THE BOARD OF ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS ON THE 21ST DAY OF _____, 2020.



Paul
PRESIDENT
Signed by *Paul*, Director for President

APPROVAL OF CENTRAL DISTRICT HEALTH DEPARTMENT

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 HAVE BEEN SATISFIED ACCORDING TO THE LETTER TO BE READ ON FILE WITH THE COUNTY RECORDER OR HIS AGENT, LISTING THE CONDITIONS OF APPROVAL. THE FOREGOING PLAT IS HEREBY APPROVED AND THE RE-IMPOSED, IN ACCORDANCE WITH SECTION 50-1326, IDAHO CODE, BY ISSUANCE OF A CERTIFICATION OF DISAPPROVAL.



Paul
CENTRAL DISTRICT HEALTH DEPARTMENT

APPROVAL OF CITY ENGINEER

I, THE UNDERSIGNED BOISE CITY ENGINEER, HEREBY STATE THAT THE RECOMMENDED CONDITIONS OF BOISE CITY HAVE BEEN SATISFIED FOR THIS PLAT.

Ann J. Pury
BOISE CITY ENGINEER
PE 11165
6.17.2020

APPROVAL OF CITY COUNCIL

I, THE UNDERSIGNED, CITY CLERK IN AND FOR THE CITY OF BOISE, ADA COUNTY, IDAHO, DO HEREBY CERTIFY THAT AT A REGULAR MEETING OF THE CITY COUNCIL HELD ON THE 17TH DAY OF JULY, 2020, THIS PLAT WAS FULLY ACCEPTED AND APPROVED.



Shirley
CITY CLERK, BOISE, IDAHO
C.I.C. Deputy



JOB NO. 18-244
SHEET 4 OF 4

CHANGE ORDER

(Instructions on next page)

No. 1

PROJECT: Dallas Harris Estates Townhomes Subdivision No. 9 CID Project

DATE OF ISSUANCE – May 20, 2019

OWNER: Barber Valley Development

OWNER's Contract No.: 18008

CONTRACTOR – Knife River

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

Description: This Change Order is related to the sanitary sewer services and domestic water services.

Reason for Change Order: Move all sanitary sewer and domestic water services out of this CID eligible contract and move into the private contract for the same overall project

Attachments: See attached item and cost summary

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price \$ <u>2,553,407.00</u>	Original Contract Times Substantial Completion: <u>N/A</u> Ready for final payment: _____ <small>days or dates</small>
Net changes from previous Change Orders \$ <u>0.00</u>	Net changes from previous change Orders No. <u> </u> to No. <u> </u> <u>N/A</u> <small>days</small>
Contract Price prior to this Change Order \$ <u>2,553,407.00</u>	Contract Times prior to this Change Order Substantial Completion: _____ Ready for final payment: <u>N/A</u> <small>days or dates</small>
Net Increase (decrease) of the Change Order \$ <u>(68,666.00)</u>	Net Increase (decrease) of the Change Order _____ <u>N/A</u> <small>days</small>
Contract Price with all approved Change Orders \$ <u>2,484,741.00</u>	Contract Times with all approved Change Orders Substantial Completion: <u>N/A</u> Ready for final payment: _____ <small>days or dates</small>

APPROVED:

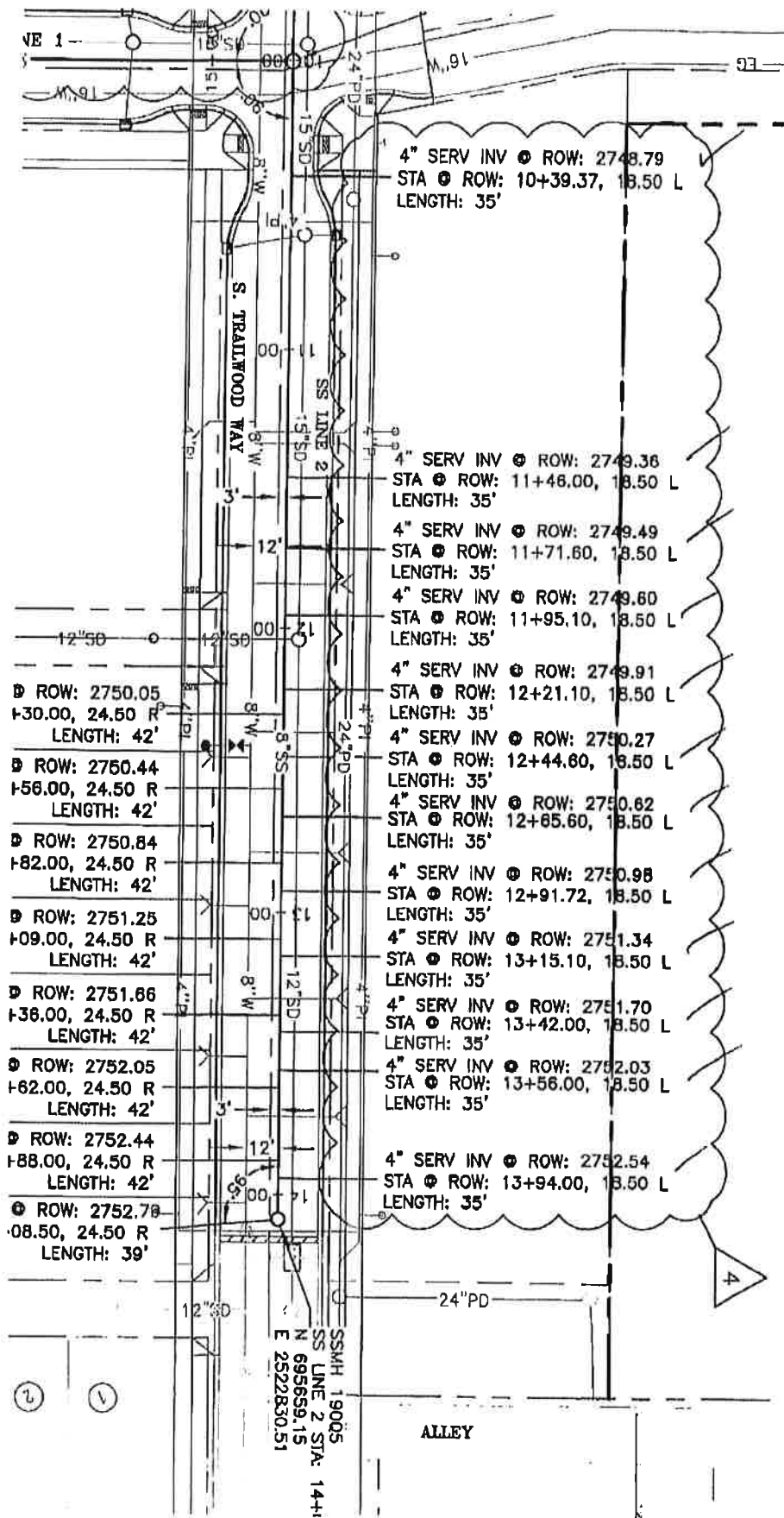
By: 
Owner (Authorized Signature)

Date: 5-22-19

ACCEPTED:

By: 
Contractor (Authorized Signature)

Date: 5/22/19



4" SERV INV @ ROW: 2748.79
 STA @ ROW: 10+39.37, 18.50 L
 LENGTH: 35'

4" SERV INV @ ROW: 2749.36
 STA @ ROW: 11+46.00, 18.50 L
 LENGTH: 35'

4" SERV INV @ ROW: 2749.49
 STA @ ROW: 11+71.60, 18.50 L
 LENGTH: 35'

4" SERV INV @ ROW: 2749.60
 STA @ ROW: 11+95.10, 18.50 L
 LENGTH: 35'

4" SERV INV @ ROW: 2749.91
 STA @ ROW: 12+21.10, 18.50 L
 LENGTH: 35'

4" SERV INV @ ROW: 2750.27
 STA @ ROW: 12+44.60, 18.50 L
 LENGTH: 35'

4" SERV INV @ ROW: 2750.62
 STA @ ROW: 12+65.60, 18.50 L
 LENGTH: 35'

4" SERV INV @ ROW: 2750.98
 STA @ ROW: 12+91.72, 18.50 L
 LENGTH: 35'

4" SERV INV @ ROW: 2751.34
 STA @ ROW: 13+15.10, 18.50 L
 LENGTH: 35'

4" SERV INV @ ROW: 2751.70
 STA @ ROW: 13+42.00, 18.50 L
 LENGTH: 35'

4" SERV INV @ ROW: 2752.03
 STA @ ROW: 13+56.00, 18.50 L
 LENGTH: 35'

4" SERV INV @ ROW: 2752.54
 STA @ ROW: 13+94.00, 18.50 L
 LENGTH: 35'

ROW: 2750.05
 +30.00, 24.50 R
 LENGTH: 42'

ROW: 2750.44
 +56.00, 24.50 R
 LENGTH: 42'

ROW: 2750.84
 +82.00, 24.50 R
 LENGTH: 42'

ROW: 2751.25
 +09.00, 24.50 R
 LENGTH: 42'

ROW: 2751.86
 +36.00, 24.50 R
 LENGTH: 42'

ROW: 2752.05
 +62.00, 24.50 R
 LENGTH: 42'

ROW: 2752.44
 +88.00, 24.50 R
 LENGTH: 42'

ROW: 2752.78
 +08.50, 24.50 R
 LENGTH: 39'

SSMH 19005
 SS LINE 2 STA: 14+
 N 695659.15
 E 2522830.51

ALLEY

(2) (1)

CHANGE ORDER

(Instructions on next page)

No. 2

PROJECT: **Dallas Harris Estates Townhomes Subdivision No. 9 CID Project**

DATE OF ISSUANCE – October 7, 2019

OWNER: **Barber Valley Development**

OWNER's Contract No.: **18008: CID Eligible Items**

CONTRACTOR – **Knife River**

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

Description: This Change Order is related to: 1) the changes the earthwork due to wet and soft soils conditions, 2) placement of fencing for increased earthwork limits, 3) increase sewer main from 8" dia. to 10" dia. As directed by City of Boise Public Works

Reason for Change Order: 1) The project site construction commenced during a very wet spring in which existing subgrade soils were oversaturated and delaying the project to let materials to dry was not an option, 2) due to increased spoils and need to relocate spoils to new on site location, 3) increased sewer main from 8" dia. to 10" dia. Along Trailwood and Haystack to conform with overall sewer masterplan.

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

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price \$ <u>2,553,407.00</u>	Original Contract Times Substantial Completion: <u>N/A</u> Ready for final payment: _____ days or dates
Net changes from previous Change Orders \$ <u>[68,666.00]</u>	Net changes from previous change Orders No. ___ to No. <u>N/A</u> days
Contract Price prior to this Change Order \$ <u>2,484,741.00</u>	Contract Times prior to this Change Order Substantial Completion: _____ Ready for final payment: <u>N/A</u> days or dates
Net Increase (decrease) of the Change Order \$ <u>149,226.47</u>	Net Increase (decrease) of the Change Order _____ <u>N/A</u> days
Contract Price with all approved Change Orders \$ <u>2,633,967.47</u>	Contract Times with all approved Change Orders Substantial Completion: <u>N/A</u> Ready for final payment: _____ days or dates

APPROVED:

By:


(Contractor [Authorized Signature])

Date:

ACCEPTED:

By:


(Contractor [Authorized Signature])

Date:

10/22/19

**ENGINEER'S ESTIMATE
DHE #9 GEOGRID, FABRIC AND PIT RUN**

	QTY	UNIT	UNIT PRICE	TOTAL
1) CID Area				
Y Geogrid\Fabric	5,440	SF	\$ 0.95	\$ 5,168.13
Import Pit Run @ 1.75'	353	CY	\$ 20.50	\$ 7,228.33
B Fabric Only	82,720	SF	\$ 0.20	\$ 16,544.00
Import Pit Run @ 1.75	5,361	CY	\$ 20.50	\$ 109,910.37
R Fabric Only	19,650	SF	\$ 0.20	\$ 3,930.09
** St. Lukes Import	5,714	CY	\$ 7.50	\$ -
			CID SUB TOTAL	\$ 142,780.92

AREAS AND VOLUMES

	AREA (SF)	PITRUN VOLUMES AT 1.75' DEPTH (CY)
	CID	CID
Y Geo - Grid\Fabric\Pitrun	5,440	353
B Geo - Fabric W\Pitrun	82,720	5,361
R Geo - Fabric	19,650	N\A
	TOTAL	TOTAL
	88,160	5,714
St. Lukes Import Dispaced		5,714

R = Red

Y = Yellow

B = Blue

** Material Imported from St Lukes

NOTE: THIS EVALUATION AND CHANGE ORDER IS TO COVER ALL COSTS ASSOCIATED WITH THE CHANGES TO THE SPECIFIED EATHWORK DUE TO SOFT SITE CONDITIONS. THE GENERAL DESCRIPTION OF THE CHANGE IN SPECIFICATION WAS TO "REMOVE ALL UNSUITABLE SOFT WET SOILS AND USE A COMBINATION OF GEO-FABRIC, GEO-FABRIC AND GEO-GRID, AND AS REQUIRED, A MINIMUM THICKNESS OF IMPORTED PIT RUN TO STABILIZE THE SITE AND THEN RETURN TO SPECIFIED DIRECTION FOR SITE EMBANKMENT WORK.

2) Added Fence	545 L.F.	\$7.20/L.F.	\$ 3,924.00
3) 10" Sewer increase	1073 L.F.	\$2.35/ L.F.	\$ 2,521.55
TOTAL Items 1), 2), 3)			\$ 149,226.47

CHANGE ORDER

(Instructions on next page)

No. 3

PROJECT: Dallas Harris Estates Townhomes Subdivision No. 9 CID Project

DATE OF ISSUANCE – May 22, 2020

OWNER: Barber Valley Development

OWNER's Contract No.: **18008: CID Eligible Items**

CONTRACTOR – Knife River

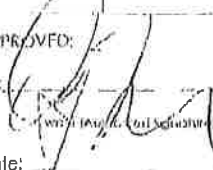
You are directed to make the following changes in the Contract Documents.

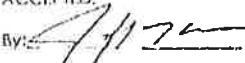
Description: See detailed description of this Change Order in attached letter from David Powell, RiverRidge Engineering.

Reason for Change Order: See detailed description of this Change Order in attached letter from David Powell, RiverRidge Engineering.

Attachments: See attached item and cost summary

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price \$ <u>2,551,407.00</u>	Original Contract Times Substantial Completion: <u>N/A</u>
Net changes from previous Change Orders \$ <u>80,450.42</u>	Ready for final payment: days or dates
Contract Price prior to this Change Order \$ <u>2,633,857.42</u>	Net changes from previous change Orders No. <u> </u> to No. <u>N/A</u> days
Net Increase (decrease) of the Change Order \$ <u>(1,118,223.75) (14,923.75)</u>	Contract Times prior to this Change Order Substantial Completion: Ready for final payment: <u>N/A</u> days or dates
Contract Price with all approved Change Orders \$ <u>2,610,933.72 2,019,043.72</u>	Net Increase (decrease) of the Change Order <u>N/A</u> days
	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: 
Contractor (Authorized Signature)
Date: 5/27/20

RIVERIDGE ENGINEERING COMPANY

MEMORANDUM

TO: Doug Fowler
FROM: David Powell
DATE: May 22, 2020
SUBJECT: Owner's Project 18008 – CID Eligible Items – Dallas Harris Estates Townhomes
Subdivision No. 9 Change Order No. 3

Doug – This memo is additional explanation for the attached Change Order No. 3.

There are four (4) elements to this change order.

1. Reductions in construction work and associated costs due to the overlap of this project with the Dallas Harris Estates Townhomes Subdivision No. 11 (DHE TH 11) project. This DHE TH 11 project includes the construction of storm water ponds that make the temporary storm water ponds of this project obsolete. Since the temporary ponds of this project were not completed, prior to the construction and completion of the ponds of the DHE TH 11 project, the work and associated costs to complete these temporary ponds has been eliminated. As outlined in the package submittal from Knife River, this net reduction in cost to the project is (\$49,452.00).
2. During the installation of the 10" sanitary sewer main crossing of Warm Springs Avenue and general vicinity, Knife River encountered contaminated soils and groundwater that resulted in the development of a remediation plan under the control of DEQ. The preparation of the remediation plan and implementation took several weeks and resulted in the following changes to the project scope:
 - a. As part of the remediation, DEQ required the construction of a lined containment pond on adjacent land for the purpose of pumping and containing contaminated trench dewatering groundwater until tests of the contaminated groundwater contained levels of contaminants below DEQ thresholds. In addition, a separation membrane was required to be placed on adjacent land for the stockpiling of all trench excavated contaminated soils to also be stored until conmatination levels were proven to be below DEQ threxholds. The Knife River costs associated with this work amounted to \$25,509.38.
 - b. The time delay in developing the approved DEQ plan resulted in the need for a second Warm Springs Avenue roadway closure for the extension of the sewer across the roadway. The cost for this second closure was \$2,640.42

3. Due to cold weather conditions during the concrete placement of curb, gutter and sidewalks, Knife River and Sidewalks LLC had to protect the poured concrete with blankets to protect against damage due to freezing conditions. The cost for this cold weather protection was \$5,175.00.
4. During the installation of the Pressure Irrigation system, it was determined that one of the gate valves and "tees" for the system was in conflict with a pedestrian ramp and required relocation. Since this valve and tee were already installed and the problem was encountered at time of concrete sidewalk work, this resulted in extra effort for the relocation. The cost for this relocation was \$1,203.45.

I reviewed this entire Change Order 3 and recommend approval of all reductions and increases to the contract.

KNIFE RIVER
AN MDU RESOURCES COMPANY

5450 W. Gowen Road
Boise, ID 83709
(208) 362-6152
(208) 382-8199 FAX

Southern Idaho Division

May 20, 2020

Dave Powell
RiverRidge Engineering
2447 Vista Ave
Boise, ID 83705

Subject: Dallas Harris Estates Townhomes #9 - CID

Re: Additional Work and Changes in Scope

Dear Dave,

Below and attached are some cost breakdowns for extra work, added work and changes in scope of work performed for Dallas Harris Estates Townhomes #9-CID.

The following items were not completed due to timing of phase 311 storm drain work.

Deduct: ✓ 1 EA Inlet Protection Apron W/Orifice @ \$3,720.00 per EA = (\$3,720.00)
Deduct: ✓ 1 EA Overflow Weirs @ \$14,650.00 per EA = (\$14,650.00)
Deduct: ✓ 6 EA Rip Rap pipe Inlet/Outlet Protection @ \$312.00 per EA = (\$1,872.00)
Deduct: ✓ 1 EA Construct Forebay @ \$9,050.00 per EA = (\$9,050.00)
Deduct: ✓ .5 EA Construct Primary Drainage Pond @ \$40,320.00 = (\$20,160.00)

Knife River had to construct a temporary pond that was lined with plastic to pump the contaminated water into. See attached daily breakdown of work.

Add: ✓ 1 LS Construct Temporary Lined Pond @ \$25,509.38

Knife River had to reopen Warm Springs Bypass road closure until it was determined what we had to do for contaminated materials. We then had to close the road again. See attached.

Add: ✓ 1 LS Additional Road Closure @ \$2,640.42

Due to winter weather Knife River had to perform cold weather protections to pour sidewalks, curb and gutter. See attached.

Add: ✓ 1 LS Cold Weather Protection DHE #9-CID @ \$5,175.00



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

Southern Idaho Division

Knife River had to move a PI valve and tee at the intersection of Haystack and Trailwood that fell in the pedestrian ramp. See attached.

Add: ✓ 1 LS Move PI Valve and Tee @ \$1,203.45

The total for this additional work or changes in scope is (\$14,923.75).

Please review these items and let me know if you have any questions.

Sincerely,

Jeff Korsen
Project Manager

KNIFE RIVER

5450 W. GOWEN RD. * BOISE, ID 83709
(208) 362-6152 * Fax (208) 362-6199

W.O. NO. _____
JOB NO. _____
P.O. NO. _____

DATE: 10/07/19
PROJECT NAME: Dallas Harris Estates #9
CUSTOMER NAME: _____
ADDRESS: _____

CHECK ONE OR MORE:	<input checked="" type="checkbox"/>	Time and Material Project	
	<input type="checkbox"/>	Additional Work or Materials	Adverse Weather Conditions
	<input type="checkbox"/>	Rental Equipment	Other

QUANTITY	EQUIP. NO	DESCRIPTION OF WORK	RATE	AMOUNT
		Place Grubbed Piles Around Pond For Berm		
		Started Grading		
6.00	HR	JD 644 Front Loader	115.00	690.00
4.00	HR	JD210 Skip Loader	95.00	380.00
2.50	HR	Cat 563 Roller	130.00	325.00
3.00	HR	Service Truck W/Tools	25.00	75.00
5.00	HR	Labor	35.00	175.00

NOTE: Additional work to be performed under same conditions as specified in Original Contract unless otherwise stipulated. Contractor will not guarantee work if performed under adverse weather conditions that are not in accordance with Standard Construction practices. Payment to be made as specified in Original Contract.

CHARGE FOR WORK ABOVE IS: \$ 1,645.00

ACCEPTED:
COMPANY NAME: _____ **KNIFE RIVER**
DATE: _____ By: _____

KNIFE RIVER

5450 W. GOWEN RD. * BOISE, ID 83709
 (208) 362-6152 * Fax (208) 362-6199

W.O. NO. _____
 JOB NO. _____
 P.O. NO. _____

DATE: 10/08/19
 PROJECT NAME: Dallas Harris Estates #9
 CUSTOMER NAME: _____
 ADDRESS: _____

CHECK ONE OR MORE:	<input checked="" type="checkbox"/>	Time and Material Project	
		Additional Work or Materials	<input type="checkbox"/> Adverse Weather Conditions
		Rental Equipment	<input type="checkbox"/> Other

QUANTITY	EQUIP. NO	DESCRIPTION OF WORK	RATE	AMOUNT
		Removed Excess Material From Pond Bottom		
		Sloped Berms		
5.00	HR	Cat 160H Motorgrader	130.00	650.00
4.00	HR	JD 644 Front Loader	115.00	460.00
4.00	HR	JD210 Skip Loader	95.00	380.00
1.00	HR	Cat 563 Roller	130.00	130.00
7.00	HR	Cat 279 Skid Steer With Tracks	95.00	665.00
8.00	HR	Service Truck W/Tools	25.00	200.00
17.00	HR	Labor	35.00	595.00

NOTE: Additional work to be performed under same conditions as specified in Original Contract unless otherwise stipulated. Contractor will not guarantee work if performed under adverse weather conditions that are not in accordance with Standard Construction practices. Payment to be made as specified in Original Contract.

CHARGE FOR WORK ABOVE IS: \$ 3,080.00

ACCEPTED: _____
 COMPANY NAME: _____ KNIFE RIVER
 DATE: _____ By: _____

KNIFE RIVER

5450 W. GOWEN RD. * BOISE, ID 83709
 (208) 362-6152 * Fax (208) 362-6199

W.O. NO. _____
 JOB NO. _____
 P.O. NO. _____

DATE: 10/09/19
 PROJECT NAME: Dallas Harris Estates #9
 CUSTOMER NAME: _____
 ADDRESS: _____

CHECK ONE OR MORE:	<input checked="checked" type="checkbox"/>	Time and Material Project	
		Additional Work or Materials	<input type="checkbox"/> Adverse Weather Conditions
		Rental Equipment	<input type="checkbox"/> Other

QUANTITY	EQUIP. NO.	DESCRIPTION OF WORK	RATE	AMOUNT
		Finished Bottom and Inside Slopes		
		Prepped Back Side Slopes		
5.00	HR	Cat 160H Motorgrader	130.00	650.00
5.00	HR	JD 644 Front Loader	115.00	575.00
-	HR	JD210 Skip Loader	95.00	-
-	HR	Cat 563 Roller	130.00	-
9.00	HR	Cat 279 Skid Steer With Tracks	95.00	855.00
8.00	HR	Service Truck W/Tools	25.00	200.00
9.00	HR	Labor	35.00	315.00

NOTE: Additional work to be performed under same conditions as specified in Original Contract unless otherwise stipulated.
 Contractor will not guarantee work if performed under adverse weather conditions that are not in accordance with Standard Construction practices. Payment to be made as specified in Original Contract.

CHARGE FOR WORK ABOVE IS: \$ 2,595.00

ACCEPTED:
 COMPANY NAME: _____ KNIFE RIVER
 DATE: _____ By: _____

KNIFE RIVER

5450 W. GOWEN RD. * BOISE, ID 83709
 (208) 362-6152 * Fax (208) 362-6199

W.O. NO. _____
 JOB NO. _____
 P.O. NO. _____

DATE: 10/10/19

PROJECT NAME: Dallas Harris Estates #9

CUSTOMER NAME: _____

ADDRESS: _____

CHECK ONE OR MORE:	X	Time and Material Project	
		Additional Work or Materials	Adverse Weather Conditions
		Rental Equipment	Other

QUANTITY	EQUIP NO.	DESCRIPTION OF WORK	RATE	AMOUNT
		Finished Back Slopes		
3.00	HR	Cat 160H Motorgrader	130.00	390.00
3.00	HR	JD 644 Front Loader	115.00	345.00
2.50	HR	JD210 Skip Loader	95.00	237.50
-	HR	Cat 563 Roller	130.00	-
-	HR	Cat 279 Skid Steer With Tracks	95.00	-
4.00	HR	Service Truck W/Tools	25.00	100.00
4.50	HR	Labor	35.00	157.50

NOTE: Additional work to be performed under same conditions as specified in Original Contract unless otherwise stipulated
 Contractor will not guarantee work if performed under adverse weather conditions that are not in accordance with Standard
 Construction practices. Payment to be made as specified in Original Contract.

CHARGE FOR WORK ABOVE IS: \$ 1,230.00

ACCEPTED: _____
 COMPANY NAME: _____ KNIFE RIVER
 DATE: _____ By: _____

KNIFE RIVER

5450 W. GOWEN RD. * BOISE, ID 83709
(208) 362-6152 * Fax (208) 362-6199

W.O. NO. _____

JOB NO. _____

P.O. NO. _____

DATE: 10/19/19

PROJECT NAME: Dallas Harris Estates #9

CUSTOMER NAME: _____

ADDRESS: _____

CHECK ONE OR MORE:	X	Time and Material Project	Adverse Weather Conditions
		Additional Work or Materials	Other
		Rental Equipment	

QUANTITY	EQUIP NO.	DESCRIPTION OF WORK	RATE	AMOUNT
		Build Sand Bags		
	HR	Cat 160H Motorgrader	130.00	-
	HR	JD 644 Front Loader	115.00	-
1.00	HR	JD210 Skip Loader	95.00	95.00
-	HR	Cat 563 Roller	130.00	-
-	HR	Cat 279 Skid Steer With Tracks	95.00	-
5.00	HR	Service Truck W/Tools	25.00	125.00
9.00	HR	Labor	35.00	315.00

NOTE: Additional work to be performed under same conditions as specified in Original Contract unless otherwise stipulated. Contractor will not guarantee work if performed under adverse weather conditions that are not in accordance with Standard Construction practices. Payment to be made as specified in Original Contract.

CHARGE FOR WORK ABOVE IS: \$ 535.00

ACCEPTED: _____
 COMPANY NAME: _____ KNIFE RIVER
 DATE: _____ By: _____

KNIFE RIVER

5450 W. GOWEN RD. * BOISE, ID 83709
(208) 362-6152 * Fax (208) 362-6199

W.O. NO. _____
JOB NO. _____
P.O. NO. _____

DATE: 10/21/19

PROJECT NAME: Dallas Harris Estates #9

CUSTOMER NAME: _____

ADDRESS: _____

CHECK ONE OR MORE:	<input checked="checked" type="checkbox"/>	Time and Material Project	<input type="checkbox"/>	Adverse Weather Conditions
		Additional Work or Materials		Other
		Rental Equipment		

QUANTITY	EQUIP. NO.	DESCRIPTION OF WORK	RATE	AMOUNT
		Layout and Install Liner In Pond		
	HR	Cat 160H Motorgrader	130.00	-
	HR	JD 644 Front Loader	115.00	-
2.00	HR	JD210 Skip Loader	95.00	190.00
-	HR	Cat 563 Roller	130.00	-
-	HR	Cat 279 Skid Steer With Tracks	95.00	-
7.00	HR	Service Truck W/Tools	25.00	175.00
35.50	HR	Labor	35.00	1,242.50
1.00	LS	Pond Liner	7,223.37	7,223.37
1.00	LS	Markup @ 15% On Lnier Material	1,083.51	1,083.51

NOTE: Additional work to be performed under same conditions as specified in Original Contract unless otherwise stipulated. Contractor will not guarantee work if performed under adverse weather conditions that are not in accordance with Standard Construction practices. Payment to be made as specified in Original Contract.

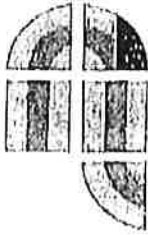
CHARGE FOR WORK ABOVE IS: \$ 9,914.38

ACCEPTED:

COMPANY NAME: _____ KNIFE RIVER

DATE: _____ By: _____

Invoice



**NORTHWEST LININGS &
GEOTEXTILE PRODUCTS, INC.**
"Helping to Protect the Environment"
 20824 77th Avenue South
 Kent, WA 98032-1360
 (253) 872-0244 * (800) 729-6954
 FAX: (253) 872-0245
 www.northwestlinings.com

Invoice Number: 0079802-IN

Invoice Date: 10/8/2019

Order Number: 0006009

Order Date: 10/7/2019

Invoice Due Date: 11/7/2019

Terms: NET 30 DAYS

Sold To:
KNIFE RIVER - Boise ID
5450 W. Gowen Rd.
BOISE, ID 83709

Ship To:
KNIFE RIVER - Boise ID
5450 W. Gowen Rd.
BOISE, ID 83709

Confirm To:

JEFF 208 562 5032 RS

Customer P.O.
250771-J

Customer #
KNI105

Salesperson
0002 E. WA, Idaho, and Utah

Item Number & Description	Quantity	Unit Price	Extended Price
MPVC20	23,100.00SF	\$ 0.295	\$8,814.50
PVC Liner 20 Mil	0	\$ 0.000	
1 PANEL EACH @ 154' X 150'			
PLEASE SHIP ASAP!			

Partial Claim Release and Lien Waiver

In consideration of a check for payment in the amount stated on this invoice, and effective upon its clearing the bank upon which it was drawn, Northwest Linings & Geotextile Products, Inc. waives and releases any lien or lien rights acquired by furnishing labor and/or materials for the property referenced above to the extent of such payment. This partial claim waiver does not operate to release or waive any rights in connections with sums owed in excess of the above described consideration.

Please remit to:
 Northwest Linings & Geotextile
 Products, Inc.
 20824 77th Avenue South
 Kent, WA 98032-1360

Net Invoice:	\$6,814.50
Freight:	\$0.00
Sales Tax:	\$408.87
Invoice Total:	\$7,223.37

KNIFE RIVER

5450 W. GOWEN RD. * BOISE, ID 83709
 (208) 362-6152 * Fax (208) 362-6199

W.O. NO. _____
 JOB NO. _____
 P.O. NO. _____

DATE: 11/01/20
 PROJECT NAME: Dallas Harris Estates #9
 CUSTOMER NAME: _____
 ADDRESS: _____

CHECK ONE OR MORE:	<input checked="" type="checkbox"/>	Time and Material Project		Adverse Weather Conditions
		Additional Work or Materials		Other
		Rental Equipment		

QUANTITY	EQUIP. NO.	DESCRIPTION OF WORK	RATE	AMOUNT
		Moved Dewatering Equipment To Pond		
		For Emptying Pond		
1.00	HR	Cat 336F Excavator	135.00	135.00
1.00	HR	JD 844 Front Loader	115.00	115.00
1.00	HR	Service Truck W/Tools	25.00	25.00
2.00	HR	Labor	35.00	70.00

NOTE: Additional work to be performed under same conditions as specified in Original Contract unless otherwise stipulated. Contractor will not guarantee work if performed under adverse weather conditions that are not in accordance with Standard Construction practices. Payment to be made as specified in Original Contract.

CHARGE FOR WORK ABOVE IS: \$ 345.00

ACCEPTED:
 COMPANY NAME: _____ KNIFE RIVER
 DATE: _____ By: _____

KNIFE RIVER

5450 W. GOWEN RD. * BOISE, ID 83709
 (208) 362-6152 * Fax (208) 362-6199

W.O. NO. _____
 JOB NO. _____
 P.O. NO. _____

DATE: 11/05/19
 PROJECT NAME: Dallas Harris Estates #9
 CUSTOMER NAME: _____
 ADDRESS: _____

CHECK ONE OR MORE:	<input checked="checked" type="checkbox"/>	Time and Material Project			<input type="checkbox"/>	Adverse Weather Conditions
		Additional Work or Materials				Other
		Rental Equipment				

QUANTITY	EQUIP. NO.	DESCRIPTION OF WORK	RATE	AMOUNT
		Pump Out Pond		
	HR	Cat 336F Excavator	135.00	-
	HR	JD 644 Front Loader	115.00	-
1.00	HR	Service Truck W/Tools	25.00	25.00
5.00	HR	Labor	35.00	175.00
6.00	HR	Pump And Generator	80.00	480.00

NOTE: Additional work to be performed under same conditions as specified in Original Contract unless otherwise stipulated. Contractor will not guarantee work if performed under adverse weather conditions that are not in accordance with Standard Construction practices. Payment to be made as specified in Original Contract.

CHARGE FOR WORK ABOVE IS: \$ 680.00

ACCEPTED: _____
 COMPANY NAME: _____ KNIFE RIVER
 DATE: _____ By: _____

KNIFE RIVER

5450 W. GOWEN RD. * BOISE, ID 83709
 (208) 362-6152 * Fax (208) 362-6199

W.O. NO. _____
 JOB NO. _____
 P.O. NO. _____

DATE: 10/28/19
 PROJECT NAME: Dallas Harris Estates #9
 CUSTOMER NAME: _____
 ADDRESS: _____

CHECK ONE OR MORE:	<input checked="" type="checkbox"/>	Time and Material Project	<input type="checkbox"/>	Adverse Weather Conditions
	<input type="checkbox"/>	Additional Work or Materials	<input type="checkbox"/>	Other
	<input type="checkbox"/>	Rental Equipment	<input type="checkbox"/>	
	<input type="checkbox"/>		<input type="checkbox"/>	

QUANTITY	EQUIP. NO.	DESCRIPTION OF WORK	RATE	AMOUNT
		Additional Road Closure Due To		
		Contminated Materials		
1.00	LS	Road Closure Specialty Construction	2,296.02	2,296.02
1.00	LS	Markup @ 15% On Lnier Material	344.40	344.40

NOTE: Additional work to be performed under same conditions as specified in Original Contract unless otherwise stipulated.
 Contractor will not guarantee work if performed under adverse weather conditions that are not in accordance with Standard
 Construction practices. Payment to be made as specified in Original Contract.

CHARGE FOR WORK ABOVE IS: \$ 2,640.42

ACCEPTED: _____
 COMPANY NAME: _____ KNIFE RIVER
 DATE: _____ By: _____

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



Invoice

1

Invoice 0190727-IN
 INVOICE DATE: 11/14/2019
 DUE DATE: 12/10/2019

SALESPERSON: TRAFFIC CONTROL
 CUSTOMER NO: KNIRIV

SOLD TO:
 KNIFE RIVER CORPORATION
 MOUNTAIN WEST
 5450 W. GOWEN RD
 BOISE, ID 83709

SHIP TO:
 KNIFE RIVER CORPORATION
 MOUNTAIN WEST
 5450 W. GOWEN RD
 BOISE, ID 83709

CUSTOMER P.O.	SHIP VIA	ORDERED BY	TERMS	OUR ORDER NO.		
		JEFF KORSEN	NET 10th	WO #6000	WARM SPRINGS	
ITEM NO.	DESCRIPTION		QUANTITY	UNIT	PRICE	AMOUNT
	WARM SPRINGS BYPASS TC RENTAL 10/23-10/28 6-DAY					
/02	INFO SIGNS 4 X 8		2.00	EA	225.0000	450.00
/01	ROAD CLOSED AHEAD		8.00	EA	13.9000	111.20
/01	DETOUR AHEAD		3.00	EA	13.9000	41.70
/01	DETOUR ARROWS		5.00	EA	13.9000	83.40
/01	TYPE III BARRICADES		3.00	EA	17.2500	51.75
/01	ROAD CLOSED TO THRU TRAFFIC		1.00	EA	13.9000	13.90
/01	ROAD CLOSED		2.00	EA	13.9000	27.80
/01	BARR. DETOUR ARROWS		2.00	EA	13.9000	27.80
/01	RIDERS		8.00	EA	22.0000	176.00
/01	BARRELS		16.00	EA	9.1500	146.40
/01	CANDLES		5.00	EA	8.6500	43.25
/01	ARROWBOARDS		1.00	EA	265.5000	265.50
/02	MOBILIZATION		1.00	LS	798.0000	798.00

*Our prior permission is required on 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 sold containers to be in compliance with State, Federal, and local laws. Proper labels and MSDS for product have been provided.

Net Invoice: 2,296.70
 Less Discount: 0.00
 Delivery Charge: 0.00
 Sales Tax: 59.32
 Invoice Total: 2,296.02
 Less Deposit: 0.00
 Invoice Total: \$2,296.02

X Customer Signature _____

Our responsibility ceases when delivered to customer. All claims for damage, whether visible or concealed, must be taken up with carrier at your risk. No merchandise will be accepted by us for return without permission. No merchandise refundable under any condition other than 30 days from date of invoice. All claims for shortage must be made within 10 days from date of invoice. ACCOUNTS MUST BE PAID BY THE 10TH DAY OF THE MONTH FOLLOWING THE DATE OF THE INVOICE. WE WILL BE CHARGED A FINANCE CHARGE OF 2% PER MONTH WHICH IS AN "ANNUAL PERCENTAGE RATE" OF 24%.

KNIFE RIVER

5450 W. GOWEN RD. * BOISE, ID 83709
(208) 362-6152 * Fax (208) 362-6199

W.O. NO. _____
JOB NO. _____
P.O. NO. _____

DATE: 11/25/19

PROJECT NAME: Dallas Harris Estates #9

CUSTOMER NAME: _____

ADDRESS: _____

CHECK ONE OR MORE:	<input checked="" type="checkbox"/>	Time and Material Project	<input type="checkbox"/>	Adverse Weather Conditions
	<input type="checkbox"/>	Additional Work or Materials	<input type="checkbox"/>	Other
	<input type="checkbox"/>	Rental Equipment		

QUANTITY	EQUIP. NO.	DESCRIPTION OF WORK	RATE	AMOUNT
		Cold Weather Protection Sidewalks		
1.00	LS	Cold Weather Protection Sidewalks, LLC	4,500.00	4,500.00
1.00	LS	Markup @ 15% On Lnier Material	675.00	675.00

NOTE: Additional work to be performed under same conditions as specified in Original Contract unless otherwise stipulated. Contractor will not guarantee work if performed under adverse weather conditions that are not in accordance with Standard Construction practices. Payment to be made as specified in Original Contract.

CHARGE FOR WORK ABOVE IS: \$ 5,175.00

ACCEPTED:
 COMPANY NAME: _____ KNIFE RIVER
 DATE: _____ By: _____

Sidewalks, llc.

1735 S. Millennium Way
Meridian ID 83642

Invoice

Date	Invoice #
11/25/2019	19-11004

Bill To
Knife River 5450 W Gowen Rd Boise ID 83709

P.O. No.	Terms	Project
	10th	Dallas Harris Est Town #9

Quantity	Description	Rate	Amount
3,745	Vertical Curb, and Gutter	13.00	48,685.00
10	Drain for Inlet Catch Basin	850.00	8,500.00
90	Cold Weather Protection:Blankets	50.00	4,500.00
<i>Cold weather - #9 - CFD</i>			
Total			\$61,685.00
Payments/Credits			\$0.00
Balance Due			\$61,685.00

Phone #
(208)955-9000

KNIFE RIVER

5450 W. GOWEN RD. * BOISE, ID 83709
 (208) 362-6152 * Fax (208) 362-6199

W.O. NO. _____
 JOB NO. _____
 P.O. NO. _____

DATE: 12/19/19

PROJECT NAME: Dallas Harris Estates #9

CUSTOMER NAME: _____

ADDRESS: _____

CHECK ONE OR MORE:	<input checked="" type="checkbox"/>	Time and Material Project	<input type="checkbox"/>	Adverse Weather Conditions
		Additional Work or Materials		Other
		Rental Equipment		

QUANTITY	EQUIP. NO.	DESCRIPTION OF WORK	RATE	AMOUNT
		Move PI Valve and Tee To West Out Of Pec		
		Ramp		
2.00	HR	JD410 Backhoe	95.00	190.00
1.00	HR	Service Truck With Tools	25.00	25.00
19.00	HR	Labor	35.00	665.00
1.00	LS	Roma Coupling HD Fowler	281.26	281.26
1.00	LS	15% Markup On Materials	42.19	42.19

NOTE: Additional work to be performed under same conditions as specified in Original Contract unless otherwise stipulated. Contractor will not guarantee work if performed under adverse weather conditions that are not in accordance with Standard Construction practices. Payment to be made as specified in Original Contract.

CHARGE FOR WORK ABOVE IS: \$ 1,203.45

ACCEPTED: _____
 COMPANY NAME: _____ KNIFE RIVER
 DATE: _____ By: _____

DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO. 9
 CONTRACTOR PAYMENT REQUEST EVALUATION AND EXPLANATION
 OF ITEMS
 Revised - 9/07/2021



This evaluation is being revised and updated to reflect the Jim Parry review comments to Hethe Clark Dated August 16, 2021. Items 1 - 6 of that letter titled "Proof of Public Bidding, record plat and construction drawings" are not a part of this revision. Item 7 and items 1 - 6 of the letter titled "Requested contract reimbursable found in Knife River contract" are addressed below.

- Item 1 - Items 160 - 180 of the Knife River contract are specifically related to the public roadways and do not cover any work related to the alley construction. All work related to the alley construction was contracted separately with Knife River as Non-CID related construction of the overlot earthwork, the alley construction and all storm drain pipe, inlets and manholes within the limits of the alleys.
- Item 2 - Items 3000 - 5900 are all storm drain related items associated with the public roadways and do not include those segments of pipe, inlets and manholes located within the limits of the alleys and are therefore deemed reimbursable under this request.
- Item 3 - There are 5 - 12" end sections and all are shown on the attached pdfs of the record drawings.
- Item 4 - I have removed items 660 - 770, all associated water installation for the Suez water system below.
- Item 5 - I have removed items 810 - 940, all associated pressure irrigation system items below.
- Item 6 - I have removed items 950 - 990 and 1050 - 1070, all landscape related work below.
- Item 7 - I have removed Change Order 2 for the request below.

ITEM	ITEM EXPLANATION	
10 - 30	Mobilization, Bonds and Insurance related to the construction of the ponds and roadway CID Eligible items	\$ 163,290.00
40	Traffic Control related to the sanitary sewer crossing of E. Warm Springs Avenue to connect to existing Boise City sanitary sewer trunkline.	\$ 7,200.00
50	The Clearing and grubbing of only the roadway and added 5' behind sidewalks totals 3.3 acres. This item is reduced to (3.3 * \$2,440 = \$8,052.00)	\$ 8,052.00
60	The topsoil stripping and stockpiling of the roadway limits equates to 2,662 cubic yards This item is reduced to (2,662 * \$4.05 = \$10,781.00)	\$ 10,781.00
70	The trench backfill and associated borrow is related to the roadway and access construction as a CID Eligible item	\$ 108,810.00
80	Mass excavation and embankment is also related directly to the roadway and access construction and is a CID Eligible item.	\$ 303,750.00
100	This item is remedial work of all ditches and drain ponds within the site limits and is not reimbursable by the CID and is removed (-\$20,309.80).	
110	This item is for the relocation of ornamental rocks and concrete blocks that are interfering with the project construction. This item is also determined not to be reimbursable by the CID and is removed (-\$3,960.00).	
120	The existing well was located outside of the roadway right-of-way and is determined not to be reimbursable by the CID and is removed (-\$3,900.00).	
130 - 140	All fence removal and new fence is not CID reimbursable and is removed (-\$12,905.00).	
160 - 310	The complete construction of the public the roadway system from 5' behind sidewalks on both sides of the roadway. The added 5' behind the walks is to provide a structural foundation for the sidewalks, given the 4' to 5' depth of structural fill.	\$ 499,575.35
320 - 510	This is the complete storm water system related to the public roadways only and all are considered to be CID eligible items.	\$ 301,158.45
520 - 570	This underdrain system is the continued extension of the groundwater collection and deposit system installed in the initial phases of the development to collect shallow groundwater to prevent from surfacing in crawl spaces of the residential community. These items are determined not to be reimbursable by the CID and are removed (-\$80,597.10).	
580 - 630	All work related to the construction of the Sanitary sewer system that is located within the public roadway system and are all considered to be CID eligible items	\$ 201,271.20
635 - 637	These 2 items are related to the extension of sanitary sewer services to the Individual townhome and condominium units and are determined not to be reimbursable by the CID and are removed (-\$33,186.00).	
660 - 770	Water System denied by City and are removed (-\$320,771.50).	
772 - 776	Water and fire services deemed non-eligible and are removed (-\$35,480.00).	
810 - 940	Pressure Irrigation System denied by City and are removed (-\$127,813.35).	
950 - 990	Landscaping denied by City and are removed (-\$60,259.85).	
1000 - 1040	Street Signs, barricades and street lights	\$ 41,470.00
1050 - 1070	Added amenities denied by City and are removed (-\$153,600.00).	
1080 - 1120	These items are related to the EPA required SWPPP for the project and are all considered essential for the protection of the site, surrounding properties and the Boise River from potential contamination and are considered CID Eligible items.	\$ 9,856.30
Change Order No. 1	Change order No. 1 has been removed in items listed above for both sewer and water services.	
Change Order No. 2	Due to very soft conditions and shallow groundwater at time of construction, this change order accounted for unforeseen work and related materials to stabilize the construction site. This change order resulted in a contract increase of \$149,226.47, but work was located within the private lots and was determined not to be CID eligible.	
Change Order No. 3	This change order is summarized in my memo that accompanies the change order as work elements that were not required to be completed, unforeseen costs associated with site remediation, impacts to traffic control resulting from time extension of roadway closures and finally, concrete protection during cold weather conditions for a net project reduction of \$16,127.20.	\$ (16,127.20)
	The cost associated with relocating the pressure Irrigation valve has been eliminated from this request	
	Total Reimbursement Request	\$ 1,639,087.10
	Original Contract Cost	\$ 2,553,407.00

DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO. 9
CONTRACTOR PAYMENT REQUEST EVALUATION AND EXPLANATION
OF ITEMS
 Revised - 8/24/2021



This evaluation is being revised and updated to reflect the Jim Parry review comments to Hethe Clark Dated August 16, 2021. Items 1 - 6 of that letter titled "Proof of Public Bldg, record plat and construction drawings" are not a part of this revision. Item 7 and items 1 - 6 of the letter titled "Requested contract reimbursable found in Knife River contract" are addressed below.

- Item 1 - Items 160 - 180 of the Knife River contract are specifically related to the public roadways and do not cover any work related to the alley construction. All work related to the alley construction was contracted separately with Knife River as Non-CID related construction of the overlot earthwork, the alley construction and all storm drain pipe, inlets and manholes within the limits of the alleys.
- Item 2 - Items 3000 - 5900 are all storm drain related items associated with the public roadways and do not include those segments of pipe, inlets and manholes located within the limits of the alleys and are therefore deemed reimbursable under this request.
- Item 3 - There are 5 - 12" end sections and all are shown on the attached pdfs of the record drawings.
- Item 4 - I have removed items 660 - 770, all associated water installation for the Suez water system below.
- Item 5 - I have removed items 810 - 940, all associated pressure irrigation system items below.
- Item 6 - I have removed items 950 - 990 and 1050 - 1070, all landscape related work below.
- Item 7 - I have removed Change Order 2 for the request below.

ITEM	ITEM EXPLANATION	
10 - 30	Mobilization, Bonds and Insurance related to the construction of the ponds and roadway CID Eligible items	\$ 163,290.00
40	Traffic Control related to the sanitary sewer crossing of E. Warm Springs Avenue to connect to existing Boise City sanitary sewer trunkline.	\$ 7,200.00
50	The Clearing and grubbing of only the roadway and added 5' behind sidewalks totals 3.3 acres. This item is reduced to (3.3 * \$2,440 = \$8,052.00)	\$ 8,052.00
60	The topsoil stripping and stockpiling of the roadway limits equates to 2,662 cubic yards. This item is reduced to (2,662 * \$4.05 = \$10,781.00)	\$ 10,781.00
70	The trench backfill and associated borrow is related to the roadway and access construction as a CID Eligible item	\$ 108,810.00
80	Mass excavation and embankment is also related directly to the roadway and access construction and is a CID Eligible item.	\$ 309,750.00
100	This item is remedial work of all ditches and drain ponds within the site limits and is not reimbursable by the CID and is removed (-\$2,309.80)	
110	This item is for the relocation of ornamental rocks and concrete blocks that are interfering with the project construction. This item is also determined not to be reimbursable by the CID and is removed (-\$3,960.00)	
120	The existing well was located outside of the roadway right-of-way and is determined not to be reimbursable by the CID and is removed (-\$3,900.00)	
130 - 140	All fence removal and new fences are not CID reimbursable and is removed (-\$12,905.00)	
160 - 310	The complete construction of the public roadway system from 5' behind sidewalks on both sides of the roadway. The added 5' behind the walks is to provide a structural foundation for the sidewalks, given the 4' to 5' depth of structural fill.	\$ 499,575.35
320 - 510	This is the complete storm water system related to the public roadways only and all are considered to be CID eligible items.	\$ 301,158.45
520 - 570	This underdrain system is the continued extension of the groundwater collection and disposal system installed in the initial phases of the development to collect shallow groundwater to prevent from surfacing in crawl spaces of the residential community. These items are determined not to be reimbursable by the CID and are removed (-\$80,597.10)	
580 - 630	All work related to the construction of the Sanitary sewer system that is located within the public roadway system and are all considered to be CID eligible items	\$ 201,271.20
635 - 637	These 2 items are related to the extension of sanitary sewer services to the individual townhome and condominium units and are determined not to be reimbursable by the CID and are removed (-\$33,186.00)	
660 - 770	Water System denied by City and are removed (-\$320,771.50)	
772 - 776	Water and fire services deemed non-eligible and are removed (-\$35,480.00)	
810 - 940	Pressure Irrigation System denied by City and are removed (-\$127,813.35)	
950 - 990	Landscaping denied by City and are removed (-\$60,259.85)	
1000 - 1040	Street Signs, barricades and street lights	\$ 41,470.00
1050 - 1070	Adder amenities denied by City and are removed (-\$153,600.00)	
1080 - 1120	These items are related to the EPA required SWPPP for the project and are all considered essential for the protection of the site, surrounding properties and the Boise River from potential contamination and are considered CID Eligible items.	\$ 9,856.90
Change Order No. 1	This change order removed all sanitary sewer and domestic water services from the CID Contract and transferred to the Non-CID work done under the same project. Cost reduction to contract was (\$68,666.00)	\$ (68,666.00)
Change Order No. 2	Due to very soft conditions and shallow groundwater at time of construction, this change order accounted for unforeseen work and related materials to stabilize the construction site. This change order resulted in a contract increase of \$149,226.47. This change order is summarized in my memo that accompanies the change order as work elements that were not required to be completed, unforeseen costs associated with site remediation, impacts to traffic control resulting from time extension of roadway closures and finally, concrete protection during cold weather conditions for a net project reduction of \$14,923.75.	\$ 14,923.75
	Total Reimbursement Request	\$ 1,601,472.05
	Original Contract Cost	\$ 2,553,407.00

**H.D. FOWLER
COMPANY**

REMIT: PO Box 84368, Seattle, WA 98124

Invoice
Number **15351201**BOWH
1426193633 136th Pl SE, Ste 100, Bellevue, WA 98006
PO Box 160, Bellevue, WA 98009-0160
Phone 425-854-8800 * Fax 425-841-8885

Page 1 of 1

Boise Branch
123 S Baltic Pl
Meridian, ID 83642
(208) 848-8366 Fax (208) 846-8372

KNIFE RIVER/SOUTHERN IDAHO DIVISION 5450 WEST GOWEN RD BOISE ID 83705		Ship to: HD Fowler Company - Boise 123 S Baltic Pl Meridian ID 83642	
Order# O6523339	Inv Date: 12/09/19	Order Writer: Sami Goltiancla	
Terms: NET 10TH PROX	Due: 01/10/20	PO/JOB: 234036-J	
Bill to: H. D. FOWLER	Ship Via: Will-Call Here (Order &	DALLAS HARRIS ESTATES	

Line	Qty Shp'd	Qty BO'd	UoM	Part # Description	Unit Price	Extended Price
1	1		EA	ROALPHA1 4" ALPHA WIDE RANGE RESTRAINT COUPLING 4.50 - 4.90 HDPE COMPATIBLE ROMAC	237.54	237.54
2	2		EA	IFZ1T 4" SET OF MJ ACCESSORIES FOR IPS PVC	13.90	27.80

** New Remittance Address **

PO Box 84368, Seattle, WA 98124-6668

EFT Routing: 121000248

EFT Bank No: 418 545 3362

Sub total	265.34
Freight	
Tax	15.92
Grand Total	281.26

JOHN

Serving the Pacific Northwest since 1911
www.hdfowler.com



NO.	DATE	DESCRIPTION
1	10/11/10	ISSUED FOR PERMITS
2	10/11/10	ISSUED FOR PERMITS
3	10/11/10	ISSUED FOR PERMITS
4	10/11/10	ISSUED FOR PERMITS
5	10/11/10	ISSUED FOR PERMITS
6	10/11/10	ISSUED FOR PERMITS
7	10/11/10	ISSUED FOR PERMITS
8	10/11/10	ISSUED FOR PERMITS
9	10/11/10	ISSUED FOR PERMITS
10	10/11/10	ISSUED FOR PERMITS

POND NOTES

1. VERIFY ALL DIMENSIONS WITH FIELD SURVEYOR. VERIFY ALL ELEVATIONS WITH FIELD SURVEYOR. VERIFY ALL DIMENSIONS WITH FIELD SURVEYOR. VERIFY ALL ELEVATIONS WITH FIELD SURVEYOR.
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KEY NOTES

1. VERIFY ALL DIMENSIONS WITH FIELD SURVEYOR. VERIFY ALL ELEVATIONS WITH FIELD SURVEYOR. VERIFY ALL DIMENSIONS WITH FIELD SURVEYOR. VERIFY ALL ELEVATIONS WITH FIELD SURVEYOR.
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POND DATA

GENERAL

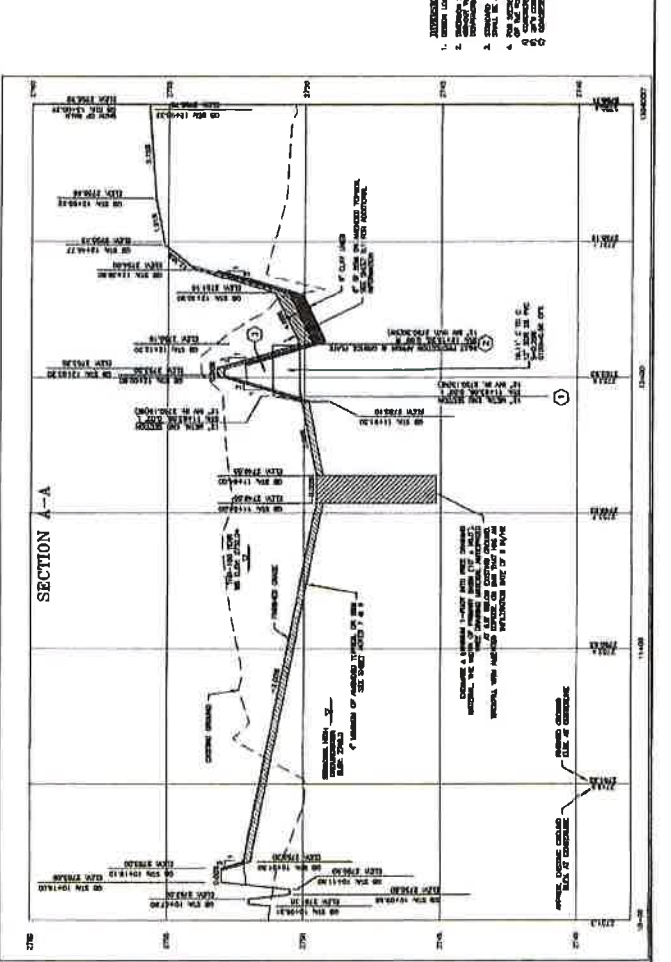
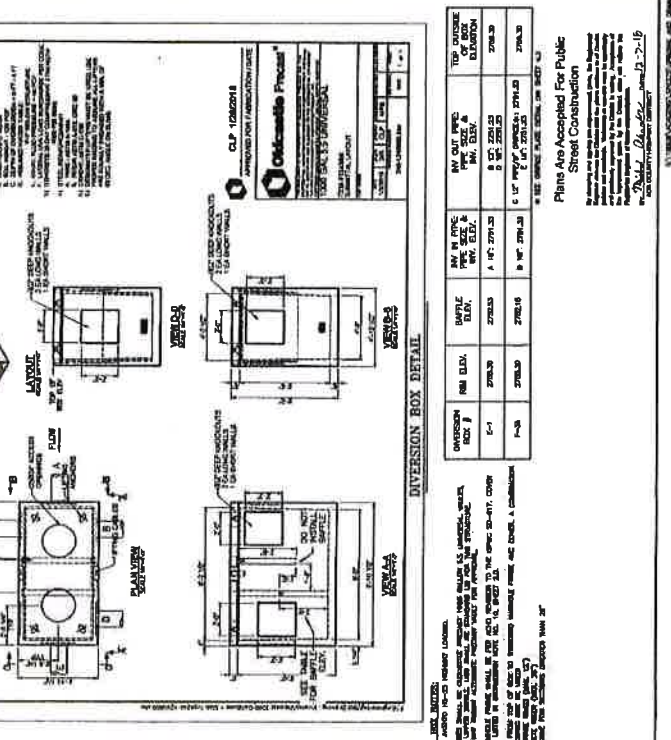
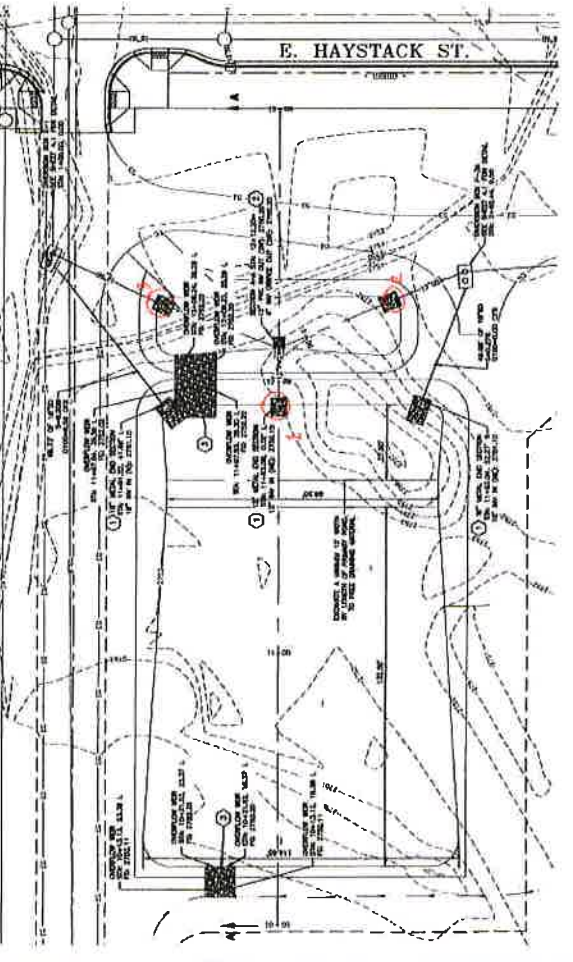
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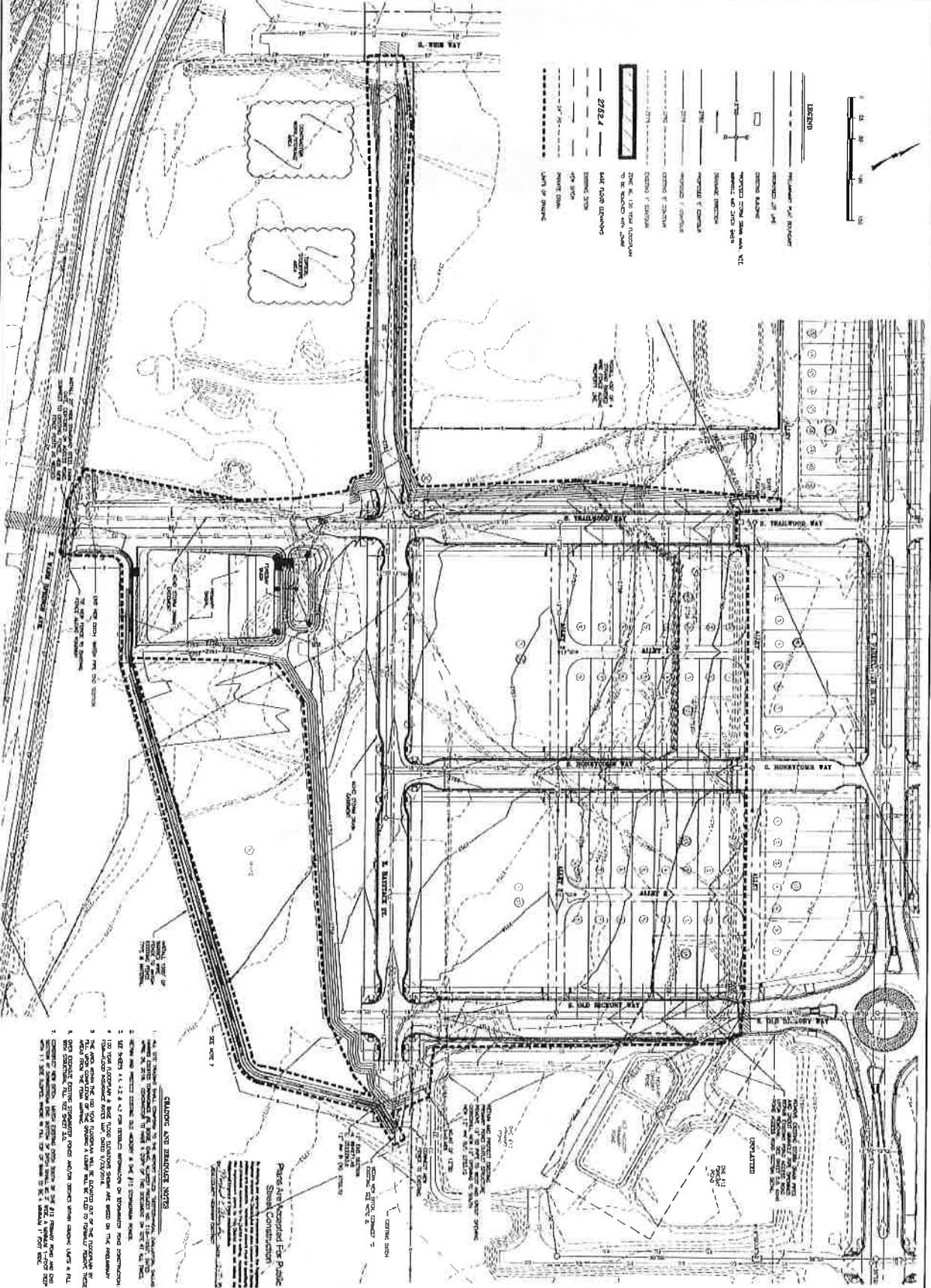
CONCRETE

1. ALL POND WALLS SHALL BE CONCRETE WITH REINFORCEMENT. ALL POND WALLS SHALL BE CONCRETE WITH REINFORCEMENT. ALL POND WALLS SHALL BE CONCRETE WITH REINFORCEMENT.

REINFORCEMENT

1. ALL POND WALLS SHALL BE CONCRETE WITH REINFORCEMENT. ALL POND WALLS SHALL BE CONCRETE WITH REINFORCEMENT. ALL POND WALLS SHALL BE CONCRETE WITH REINFORCEMENT.





DALLAS HARRIS ESTATES TOWNHOMES NO. 9

GRADING PLAN

CHANGES AND REVISIONS

1. ALL EXISTING UTILITIES SHOWN TO BE ACCORDING TO THE RECORD DRAWINGS AND FIELD SURVEY. ALL UTILITIES NOT SHOWN TO BE ACCORDING TO THE RECORD DRAWINGS AND FIELD SURVEY SHALL BE LOCATED BY THE CONTRACTOR PRIOR TO CONSTRUCTION.
2. EXISTING AND PROPOSED GRADES SHALL BE SHOWN TO THE NEAREST 0.1 FEET.
3. SET BACKS 1.5, 2.5 & 4.0 FEET FROM EXISTING OR PROPOSED ROAD CONSTRUCTION.
4. 150' VARI EASEMENT & 50' SIDE SETBACKS SHALL BE MAINTAINED.
5. THE WORK SHALL BE DONE IN ACCORDANCE WITH THE CITY OF BOISE GRADING SPECIFICATIONS.
6. THE WORK SHALL BE DONE IN ACCORDANCE WITH THE CITY OF BOISE UTILITY SPECIFICATIONS.
7. THE WORK SHALL BE DONE IN ACCORDANCE WITH THE CITY OF BOISE PLUMBING SPECIFICATIONS.
8. THE WORK SHALL BE DONE IN ACCORDANCE WITH THE CITY OF BOISE ELECTRICAL SPECIFICATIONS.
9. THE WORK SHALL BE DONE IN ACCORDANCE WITH THE CITY OF BOISE MECHANICAL SPECIFICATIONS.
10. THE WORK SHALL BE DONE IN ACCORDANCE WITH THE CITY OF BOISE FIRE DEPARTMENT SPECIFICATIONS.
11. THE WORK SHALL BE DONE IN ACCORDANCE WITH THE CITY OF BOISE HEALTH DEPARTMENT SPECIFICATIONS.

Participating Fire Public Street Construction

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMITS & REVIEW COMMENTS	02/16/2018
2	ISSUED FOR PERMITS & REVIEW COMMENTS	02/16/2018
3	ISSUED FOR PERMITS & REVIEW COMMENTS	02/16/2018
4	ISSUED FOR PERMITS & REVIEW COMMENTS	02/16/2018
5	ISSUED FOR PERMITS & REVIEW COMMENTS	02/16/2018
6	ISSUED FOR PERMITS & REVIEW COMMENTS	02/16/2018
7	ISSUED FOR PERMITS & REVIEW COMMENTS	02/16/2018
8	ISSUED FOR PERMITS & REVIEW COMMENTS	02/16/2018
9	ISSUED FOR PERMITS & REVIEW COMMENTS	02/16/2018
10	ISSUED FOR PERMITS & REVIEW COMMENTS	02/16/2018

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

SHEET 49 OF 26

August 16, 2021

T. Hethe Clark
Clark Wardle
251 E. Front Street, Suite 230
Boise, ID 83701

Re: Dallas Harris Estates Townhomes Subdivision No. 9 Improvements – CID Reimbursement

Dear Mr. Clark,

The District has received and reviewed the June 17, 2021 “binder” for the *Dallas Harris Estates Townhomes Subdivision No. 9 Improvements – Construction of Roadways for the benefit of the Harris Ranch Community Infrastructure District*. The District is requesting the following items be addressed and a revised “binder” be re-submitted no later than August 25, 2021.

Proof of public bidding, recorded plat and construction record drawings:

1. Evidence of public bidding advertisement– December 2018 (provided in separate binder, please combine into this binder)
2. Bidders’ tabulation – December 4, 2018 (provided in separate binder, please combine into this binder)
3. Notice of award – January 3, 2019 (provided in separate binder, please combine into this binder)
4. Construction contract – January 3, 2019 (provided in separate binder, please combine into this binder)
5. Record construction drawings – January 15, 2020 (provided in separate binder, please combine into this binder and include sanitary sewer, pressure irrigation, and landscape drawings)
6. Recorded subdivision plat – (needs to be included)
7. Update the developer engineer’s certification evaluation and explanation to reflect items listed below.

Requested contract reimbursables found in Knife River contract:

1. Request RiveRidge Engineering to verify that bid items 160 – 180 quantities (subgrade prep, 8” minus subbase, and ¾” road base) does not include materials related to alley construction.
2. Remove related alley stormwater infrastructure quantities from reimbursement request.
3. Verify quantity of bid item 350 (12” End Section W/TR) quantity. Review revealed 3 locations, bid schedule identifies 5.
4. Eligible reimbursement items require community infrastructure to be publicly owned by this state or a political subdivision. Based on this requirement remove reimbursement request for SUEZ Idaho related items (Bid Items 660 – 770).
5. Eligible reimbursement items require community infrastructure to be publicly owned by this state or a political subdivision. Based on this requirement remove reimbursement request for pressure irrigation system related items (Bid Items 810 – 940).
6. Eligible reimbursement items require community infrastructure to be publicly owned by this state or a political subdivision. Based on this requirement remove reimbursement request for landscaping and other related amenities related items (Bid Items 950 – 990 and 1050 -1070).

7. Remove Change Order 2 from the reimbursement request. The justification provided did not appear to demonstrate clear benefit to the District.

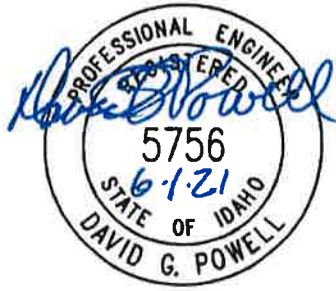
Please contact me with any questions or clarifications you may have.

Respectfully,

A handwritten signature in black ink, appearing to read "Jim Pardy".

Jim Pardy, P.E.
District Engineer

DALLAS HARRIS ESTATES TOWNHOMES SUBDIVISION NO. 9
CONTRACTOR PAYMENT REQUEST EVALUATION AND EXPLANATION
OF ITEMS
 May 21, 2021



ITEM	ITEM EXPLANATION	
10 - 30	Mobilization, Bonds and Insurance related to the construction of the ponds and roadway	\$ 163,290.00
	CID Eligible Items	
40	Traffic Control related to the sanitary sewer crossing of E. Warm Springs Avenue to connect to existing Boise City sanitary sewer trunkline.	\$ 7,200.00
50	The Clearing and grubbing of only the roadway and added 5' behind sidewalks totals 3.3 acres. This item is reduced to (3.3 * \$2,440 = \$8,052.00)	\$ 8,052.00
60	The topsoil stripping and stockpiling of the roadway limits equates to 2,662 cubic yards. This item is reduced to (2,662 * \$4.05 = \$10,781.00)	\$ 10,781.00
70	The trench backfill and associated borrow is related to the roadway and access construction as a CID Eligible Item	\$ 108,810.00
80	Mass excavation and embankment is also related directly to the roadway and access construction and is a CID Eligible Item.	\$ 303,750.00
100	This item is remedial work of all ditches and drain ponds within the site limits and is not reimbursable by the CID and is removed (-\$20,309.80).	\$ (20,309.80)
110	This item is for the relocation of ornamental rocks and concrete blocks that are interfering with the project construction. This item is also determined not to be reimbursable by the CID and is removed (-\$3,960.00).	\$ (3,960.00)
120	The existing well was located outside of the roadway right-of-way and is determined not to be reimbursable by the CID and is removed (-\$3,900.00).	\$ (3,900.00)
130 - 140	All fence removal and new fence is not CID reimbursable and is removed (-\$12,905.00).	\$ (12,905.00)
160 - 310	the complete construction of the public the roadway system from 5' behind sidewalks on both sides of the roadway. The added 5' behind the walks is to provide a structural foundation for the sidewalks, given the 4' to 5' depth of structural fill.	\$ 499,775.35
320 - 510	This is the complete storm water system related to the public roadways only and all are considered to be CID eligible Items.	\$ 322,584.45
520 - 570	This underdrain system is the continued extension of the groundwater collection and disposal system installed in the initial phases of the development to collect shallow groundwater to prevent from surfacing in crawl spaces of the residential community. These items are determined not to be reimbursable by the CID and are removed (-\$80,597.10).	\$ (80,597.10)
580 - 630	All work related to the construction of the Sanitary sewer system that is located within the public roadway system and are all considered to be CID eligible Items	\$ 201,271.20
635 - 637	These 2 items are related to the extension of sanitary sewer services to the individual townhome and condominium units and are determined not to be reimbursable by the CID and are removed (-\$33,186.00).	\$ 33,186.00
660 - 770	All work related to the construction of the Domestic Water system that is located within the public roadway system and are all considered to be CID eligible items. This series of items is under further review for acceptance for reimbursement.	\$ 258,501.50
772 - 776	These 2 items are related to the extension of domestic water services to the individual townhome and condominium units and are determined not to be reimbursable by the CID and are removed (-\$35,500.00).	\$ 35,500.00
810 - 910	These items are all related to the pressure Irrigation system for the development. This system was required by City and State codes to deliver irrigation through the large surface water right for the development and are therefore, considered CID Eligible Items.	\$ 97,703.35
920 - 980	These items are all related to the fine pressure Irrigation system, controls and landscaping and are considered CID Eligible Items	\$ 82,009.85
990 - 1080	These items are amenities, striping, lighting and traffic control features for the roadways and approved 15' wide urban roadways and are considered CID Eligible Items	\$ 205,800.00
1090 - 1120	These items are related to the EPA required SWPPP for the project and are all considered essential for the protection of the site, surrounding properties and the Boise River from potential contamination and are considered CID Eligible Items.	\$ 7,486.30
Change Order No. 1	This change order removed all sanitary sewer and domestic water services from the CID Contract and transferred to the Non-CID work done under the same project. Cost reduction to contract was (\$68,666.00)	\$ (68,666.00)
Change Order No. 2	Due to very soft conditions and shallow groundwater at time of construction, this change order accounted for unforeseen work and related materials to stabilize the construction site. This change order resulted in a contract increase of \$149,226.47	\$ 149,226.47
Change Order No. 3	This change order is summarized in my memo that accompanies the change order as work elements that were not required to be completed, unforeseen costs associated with site remediation, impacts to traffic control resulting from time extension of roadway closures and finally, concrete protection during cold weather conditions for a net project reduction of \$14,923.75.	\$ (14,923.75)
	Total Reimbursement Request	\$ 2,289,665.82
	Original Contract Cost	\$ 2,553,407.00
	Net Change Orders	\$ 65,636.72
	Net Reduction from adjusted Contract	\$ (329,377.90)

Knife River
Dallas Harris Estates Townhomes #9

Invoice Date	Application No.	Amount Billed	Check Number	Date Paid	Amount Paid
2/25/2019	1	\$ 158,182.36	5429	3/8/2019	\$ 158,182.36
3/25/2019	2	\$ 142,549.76	5478	4/11/2019	\$ 142,549.76
4/25/2019	3	\$ 126,515.73	5514	5/3/2019	\$ 126,515.73
5/25/2019	4	\$ 277,816.38	5557	6/12/2019	\$ 277,816.38
6/25/2019	5	\$ 375,129.28	5585	7/16/2019	\$ 375,129.28
7/25/2019	6	\$ 118,546.07	5621	8/9/2019	\$ 118,546.07
8/25/2019	7	\$ 131,424.42	5666	9/11/2019	\$ 131,424.42
9/25/2019	8	\$ 402,878.81	5897	1/14/2020	\$ 402,878.81
11/25/2019	9	\$ 284,084.91	5939	2/13/2020	\$ 284,084.91
12/25/2019	10	\$ 288,816.81	5937	2/13/2020	\$ 288,816.81
1/25/2020	11	\$ 120,393.83	5986	3/11/2020	\$ 120,393.83
2/25/2020	12	\$ 25,531.25	6088	6/12/2020	\$ 25,531.25
5/25/2020	13	\$ 36,221.84	6091	6/12/2020	\$ 36,221.84
9/30/2020	14	\$ 130,952.27	6209	10/15/2020	\$ 130,952.27
		\$ 2,619,043.72			\$ 2,619,043.72
Adjustments:*		\$ 979,956.62			\$ 979,956.62
Total:		\$ 1,639,087.10			\$ 1,639,087.10

*See 6E for details

APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER:
Barber Valley Development

PROJECT: DHE Townhomes #9 CID

ALA DOCUMENT G702

APPLICATION NO: 1

PAGE ONE OF

PAGES

FROM CONTRACTOR:
Knife River

VIA ARCHITECT:

PERIOD TO: 2/25/2019 ✓

Distribution to:

OWNER
ARCHITECT
CONTRACTOR

PROJECT NOS:

CONTRACT FOR: CONTRACT DATE: 2/25/2019

CONTRACTOR'S APPLICATION FOR PAYMENT

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

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

1. ORIGINAL CONTRACT SUM \$ 2,553,407.00
2. Net change by Change Orders \$ 0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2) \$ 2,553,407.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 166,507.76

5. RETAINAGE:
 - a. % of Completed Work \$ 8,325.40
 - (Column D + E on G703)
 - b. % of Stored Material \$ Included in above
 - (Column F on G703)
 - Total Retainage (Lines 5a + 5b or Total in Column I of G703)

6. TOTAL EARNED LESS RETAINAGE: \$ 8,325.40
- (Line 4 Less Line 5 Total) \$ 158,182.36
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ -
8. CURRENT PAYMENT DUE \$ 158,182.36
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 2,395,224.64

CONTRACTOR: Knife River

By: *[Signature]* Date: 2/25/2019

State of _____ County of _____
Subscribed and sworn to before me this _____ day of _____
Notary Public:
My Commission expires: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: \$ 158,182.36

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order		\$0.00

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

ARCHITECT: *[Signature]* Date: 3/4/19

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



KNIFE RIVER CO.

Remit To:

Southern Idaho Division
5450 W. Gowen Road
Boise, ID 83709
Fax: (208)-362-6199

Customer:

473766
BARBER VALLEY DEVELOPMENT - CB
ATTN: DAVE POWELL
2447 S VISTA AVENUE
BOISE ID 83705

Contract No: 30196003	Project No. 30196003	Invoice No. 11274
Job Description DALLAS HARRIS ESTATES #9		
Invoice Date: 02/19/19	Appl No. 1	Adjust No.
Bill From: 02/01/19	Bill To: 02/19/19	Cust Ref No. 473766

Line	Description	Units	Rate	Amount	Total	Previous	Current	Current	Current
					Billings	Billings	Billings	Billings	Billings
729	8" Frings	1.00	LS	2,750.00	0.00 %	0.00	0.00	0.00 %	0.00
730	Connect to Existing 8"	3.00	EA	472.00	0.00	0.00	0.00	0.00 %	0.00
740	8"X2" Blow Off	2.00	EA	1,160.00	0.00	0.00	0.00	0.00 %	0.00
750	18"X2" Blow Off	1.00	EA	1,250.00	0.00	0.00	0.00	0.00 %	0.00
760	Fire Hydrant	5.00	EA	4,270.00	0.00	0.00	0.00	0.00 %	0.00
770	Water Access Road & Install Ga	1.00	LS	62,250.00	0.00 %	0.00	0.00	0.00 %	0.00
772	1" Dual Service	19.00	EA	1,290.00	0.00	0.00	0.00	0.00 %	0.00
774	2" Water Service	2.00	EA	3,440.00	0.00	0.00	0.00	0.00 %	0.00
776	6" Fire Service	2.00	EA	3,980.00	0.00	0.00	0.00	0.00 %	0.00
810	4" PI Main	4,305.00	LF	10.95	0.00	0.00	0.00	0.00 %	0.00
820	4" PI Gate Valve	27.00	EA	203.00	0.00	0.00	0.00	0.00 %	0.00
840	3" In Tap	6.00	EA	1,110.00	0.00	0.00	0.00	0.00 %	0.00
850	Relative Drain	1.00	EA	950.00	0.00	0.00	0.00	0.00 %	0.00
860	PI Frings	1.00	LS	16,880.00	0.00 %	0.00	0.00	0.00 %	0.00
870	8" Sleeve	543.00	LF	13.80	0.00	0.00	0.00	0.00 %	0.00
880	6" Sleeve	708.00	LF	9.10	0.00	0.00	0.00	0.00 %	0.00
880	2" Sleeve	205.00	LF	3.35	0.00	0.00	0.00	0.00 %	0.00
900	2-Wire Control Wire	4,306.00	LF	0.55	0.00	0.00	0.00	0.00 %	0.00
910	Comment to Locating PI Main	2.00	EA	944.00	0.00	0.00	0.00	0.00 %	0.00
920	Fire Irrigation	1.00	LS	25,310.00	0.00 %	0.00	0.00	0.00 %	0.00



KNIFE RIVER CO.
Remit To:
Southern Idaho Division
5450 W. Gowen Road
Boise, ID 83709
Fax: (208) 362-6199

Customer:
473766
BARBER VALLEY DEVELOPMENT - CB
ATTN: DAVE POWELL
2447 S VISTA AVENUE
BOISE ID 83705

Contract No: 30196003	Project No. 30196003	Invoice No. 11274
Job Description DALLAS HARRIS ESTATES #9		
Invoice Date: 02/19/19	Appl #to. 1	Adjust No.
Bill From: 02/01/19	Bill To: 02/19/19	Cust Ref No. 473766

1120	1.00	LS	3,420.00	3,420.00	10.00 %	342.00	0.00 %	0.00	10.00 %	342.00
Inspect and Maintain BMP's										
ORIGINAL										
Subtotal Amount:			\$ 2,553,407.00	\$ 166,507.76		\$ 166,507.76			\$ 166,507.76	
RETEN										
Total Invoice Amount:			\$ 2,553,407.00	\$ 166,507.76		\$ 166,507.76			\$ 166,507.76	
				(18,325.40)						(18,325.40)
				\$ 158,182.36		\$ 158,182.36			\$ 158,182.36	

Previous Invoices:	\$	0.00
Current Invoices:	\$	158,182.36
Total Amount Billed to Date:	\$	158,182.36
Total Payments Received to Date:	\$	0.00
Total Outstanding	\$	158,182.36

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

Columbia Bank 521 12TH AVE. SOUTH
 Nampa, ID 83851

5429

34-827/1251

3/8/2019

BY TO THE Knife River
 ORDER OF

**158,182.36

One Hundred Fifty-Eight Thousand One Hundred Eighty-Two and 36/100*****

DOLLARS

Knife River
 5450 W. Gowen Rd.
 Boise, Idaho 83709

MEMO TH #9 App #1 CID

⑈005429⑈

BARBER VALLEY DEVELOPMENT, INC.
 Knife River

5429

Date	Type	Reference	Original Amt.	Balance Due	3/8/2019 Discount	Payment
3/7/2019	Bill		158,182.36	158,182.36		158,182.36
					Check Amount	158,182.36

Columbia/ICB- CHEC

158,182.36

BARBER VALLEY DEVELOPMENT, INC.
 Knife River

5429

Date	Type	Reference	Original Amt.	Balance Due	3/8/2019 Discount	Payment
3/7/2019	Bill		158,182.36	158,182.36		158,182.36
					Check Amount	158,182.36

Columbia/ICB- CHEC

158,182.36

APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER:
Barber Valley Development

PROJECT: DHE Townhomes #9 CID

AIA DOCUMENT G702

PAGE ONE OF

PAGES

APPLICATION NO: 2

Distribution to:

- OWNER
- ARCHITECT
- CONTRACTOR

FROM CONTRACTOR:
Knife River

VIA ARCHITECT:

PERIOD TO: 3/25/2019

PROJECT NOS:

CONTRACT FOR:

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

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

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

1. ORIGINAL CONTRACT SUM \$ 2,553,407.00
2. Net change by Change Orders \$ 0.00
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 2,553,407.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 316,560.14

5. RETAINAGE: \$ 15,828.02

5% of Completed Work (Column D + E on G703) \$ Included in above

% of Stored Material (Column F on G703) \$

Total Retainage (Lines 5a + 5b or Total in Column J of G703) \$ 15,828.02

6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) \$ 300,732.12

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 158,182.36

8. CURRENT PAYMENT DUE \$ 142,549.76

9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 2,252,674.88

CONTRACTOR: Knife River

By: *[Signature]* Date: 2/25/2019

State of: County of: day of

Subscribed and sworn to before me this Notary Public.

My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 142,549.76

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved		
in previous months by Owner		
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	

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

By: *[Signature]* Date: 3.28.19

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-3822

Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.



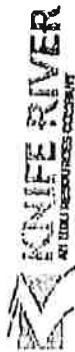


KNIFE RIVER CO.
 Remit To:
 Southern Idaho Division
 5450 W. Gowen Road
 Boise, ID 83709
 Fax: (208)-362-6199

Contract No.	30196003	Project No.	30196003	Invoice No.	11355
Job Description					
DALLAS HARRIS ESTATES #9					
Invoice Date:	03/25/19	App'l No.	2	Adjust No.	
Bill From:	03/01/19	Bill To:	03/25/19	Cust Ref No.	473766

Customer:
 473766
 BARBER VALLEY DEVELOPMENT CB
 ATTN: DAVE POWELL
 2447 S VISTA AVENUE
 BOISE ID 83705

Item No.	Description	Unit	Quantity	Unit Price	Amount	%	Balance	Estimate	Contract	Project	Invoice	Adjust	Cust Ref
10	Mobilization	1.00 LS	150,870.00		150,870.00	50.00 %	75,285.00		25.00 %	37,842.50			37,842.50
20	Scrub	1.00 LS	11,130.00		11,130.00	100.00 %	11,130.00		100.00 %	11,130.00			0.00
30	Insurance	1.00 LS	1,590.00		1,590.00	100.00 %	1,590.00		100.00 %	1,590.00			0.00
40	Traffic Control	1.00 LS	7,200.00		7,200.00	0.00 %	0.00		0.00 %	0.00			0.00
50	Clear and Grub	7.00 AC	2,440.00		17,080.00	8.00	14,840.00		3.00	7,320.00			7,320.00
60	Topsoil Strip/Stockpile	11,850.00 CY	4.05		47,182.50	9,000.00	32,400.00		4,000.00	18,200.00			18,200.00
70	Trench Backfill / Borrow (On)	7,254.00 CY	15.00		108,810.00	0.00	0.00		0.00	0.00			0.00
80	Mass Excavation and Embankment	40,500.00 CY	7.50		308,750.00	20,500.00	153,750.00		10,500.00	78,750.00			78,750.00
90	Over Ex & Reconstruct Exist Drain	1.00 LS	20,308.80		20,308.80	80.00 %	18,247.84		20.00 %	4,061.96			12,185.88
100	Relocate Rocks and Concrete	1.00 LS	3,980.00		3,980.00	100.00 %	3,980.00		100.00 %	3,980.00			0.00
110	Abandon Exist Well & Remove It	1.00 LS	3,500.00		3,500.00	0.00 %	0.00		0.00 %	0.00			0.00
120	Fence Removal	2,500.00 LF	0.85		2,485.00	2,800.00	2,665.00		1,700.00	1,445.00			1,020.00
130	New Fence	1,450.00 LF	7.20		10,440.00	0.00	0.00		0.00	0.00			0.00
140	Road & Sidewalk Subgrade Prep	14,550.00 SY	0.85		12,326.00	0.00	0.00		0.00	0.00			0.00
150	6" Miras Subbase	3,852.00 CY	26.85		94,888.80	0.00	0.00		0.00	0.00			0.00
160	3/4" Road Base	945.00 CY	38.85		36,713.25	0.00	0.00		0.00	0.00			0.00
170	2.5" Asphalt	5,700.00 SY	10.20		58,140.00	0.00	0.00		0.00	0.00			0.00
180	3" Asphalt	1,860.00 SY	12.25		24,012.00	0.00	0.00		0.00	0.00			0.00
190	Type "F" Asphalt Repair	368.00 SY	78.75		28,980.00	0.00	0.00		0.00	0.00			0.00



KNIFE RIVER CO.
 Remit To:
 Southern Idaho Division
 5450 W. Gowen Road
 Boise, ID 83709
 Fax: (208)-362-6199

Customer:

473766
 BARBER VALLEY DEVELOPMENT - CB
 ATTN: DAVE POWELL
 2447 S VISTA AVENUE
 BOISE ID 83705

Contract No. 30196003		Project No. 30196003		Invoice No. 11355	
Job Description DALLAS HARRIS ESTATES #9					
Invoice Date: 03/25/19		Appl No. 2		Adjust No.	
Bill From: 03/01/19		Bill To: 03/25/19		Cust Ref No. 473766	

Item No.	Description	Unit	Quantity	Unit Price	Amount	Est. No.	Est. Description	Est. Unit	Est. Quantity	Est. Unit Price	Est. Amount	Est. Status
220	Type 'C' Surface Repair	SY	812.00	10.05	8,160.00					0.00	0.00	0.00
230	Ally Approach With 5/4" Road	EA	4.00	1,440.00	5,760.00					0.00	0.00	0.00
240	Standard 6" Vertical Curb & GU	LF	3,748.00	15.60	58,467.60					0.00	0.00	0.00
250	3/4" Road Base For Curb & Gutt	CY	128.00	112.00	14,112.00					0.00	0.00	0.00
260	6" Concrete Sidewalk - 5" Thick	LF	1,918.00	21.56	41,908.30					0.00	0.00	0.00
270	3/4" Road Base For 6" Sidewalk	CY	154.00	69.65	10,726.10					0.00	0.00	0.00
280	15' Concrete Sidewalk 6" Thick	LF	1,266.00	54.00	68,472.00					0.00	0.00	0.00
290	3/4" Road Base For 15' Sidewalk	CY	336.00	60.15	20,390.70					0.00	0.00	0.00
300	Truncated Domes	EA	60.00	180.00	10,800.00					0.00	0.00	0.00
310	Handicap Ramps	EA	10.00	800.00	8,000.00					0.00	0.00	0.00
320	12" SD Pipe	LF	1,184.00	32.90	38,963.60					0.00	0.00	0.00
330	15" SD Pipe	LF	361.00	49.00	17,189.00					0.00	0.00	0.00
340	18" SD Pipe	LF	1,288.00	52.45	67,283.35					0.00	0.00	0.00
350	12" End Section W/TR	EA	6.00	441.00	2,205.00					0.00	0.00	0.00
360	18" End Section W/TR	EA	2.00	713.00	1,426.00					0.00	0.00	0.00
370	Type I Catch Basin	EA	10.00	1,020.00	10,200.00					0.00	0.00	0.00
380	Dimension Box	EA	2.00	4,200.00	8,400.00					0.00	0.00	0.00
38C	48" SD Manhole	EA	13.00	2,530.00	32,890.00					0.00	0.00	0.00



KNIPE RIVER CO.
 Remit To:
 Southern Idaho Division
 5450 W. Gowen Road
 Boise, ID 83709
 Fax: (208)-362-6199

Customer:

473766
 BARBER VALLEY DEVELOPMENT - CB
 ATTN: DAVE POWELL
 2447 S VISTA AVENUE
 BOISE ID 83705

Contract No.	30196003	Invoice No.	11355
Project No.		30196003	
Job Description			
DALLAS HARRIS ESTATES #9			
Invoice Date:	03/25/19	Appel No.	2
BID From:	03/01/19	BID To:	03/25/19
		Cust Ref No.	
		473766	

Item No.	Description	Unit	Quantity	Unit Price	Total Price	%	Subtotal	%	Subtotal	Appel No.	BID To	Cust Ref No.
830	Hunter Pro Spray Pop-Up	1.00 EA	2,400.00	0.00	0.00	0.00	0.00	0.00	0.00	2	03/25/19	473766
940	Hunter Raincoats Control Valve	1.00 EA	2,400.00	0.00	0.00	0.00	0.00	0.00	0.00	2	03/25/19	473766
950	Amended Topsoil	237.00 CY	5,402.85	0.00	0.00	0.00	0.00	0.00	0.00	2	03/25/19	473766
960	Loam	15,078.00 SF	11,307.00	0.00	0.00	0.00	0.00	0.00	0.00	2	03/25/19	473766
970	Trees	44.00 EA	540.00	0.00	0.00	0.00	0.00	0.00	0.00	2	03/25/19	473766
980	Flowering Plants In Planter P	1.00 LS	11,376.00	0.00	0.00	0.00	0.00	0.00	0.00	2	03/25/19	473766
990	Street Side Trash Receptacles	4.00 EA	2,080.00	0.00	0.00	0.00	0.00	0.00	0.00	2	03/25/19	473766
1000	Street Signs	1.00 LS	3,130.00	0.00	0.00	0.00	0.00	0.00	0.00	2	03/25/19	473766
1010	Type I Bannocks	5.00 EA	360.00	0.00	0.00	0.00	0.00	0.00	0.00	2	03/25/19	473766
1020	Type III Bannocks	12.00 EA	480.00	0.00	0.00	0.00	0.00	0.00	0.00	2	03/25/19	473766
1030	Street Lights 25'	3.00 EA	6,780.00	0.00	0.00	0.00	0.00	0.00	0.00	2	03/25/19	473766
1040	Street Light Conduit	1,200.00 LF	8.40	0.00	0.00	0.00	0.00	0.00	0.00	2	03/25/19	473766
1050	Bench Along Haystack	8.00 EA	2,280.00	0.00	0.00	0.00	0.00	0.00	0.00	2	03/25/19	473766
1060	Planter Pots Along Haystack	16.00 EA	1,390.00	0.00	0.00	0.00	0.00	0.00	0.00	2	03/25/19	473766
1070	Trees Green Along Haystack	16.00 EA	8,580.00	0.00	0.00	0.00	0.00	0.00	0.00	2	03/25/19	473766
1080	Scapes and Symbols	1.00 LS	2,370.00	0.00	0.00	0.00	0.00	0.00	0.00	2	03/25/19	473766
1090	Flowers ACRD ESC Plan	1.00 LS	1,680.00	100.00	1,680.00	100.00	1,680.00	100.00	1,680.00	2	03/25/19	473766
1100	Inlet Sediment Protection	14.00 EA	848.30	14.00	848.30	14.00	848.30	14.00	848.30	2	03/25/19	473766
1110	Shit Fence	650.00 LF	1,560.00	650.00	1,560.00	650.00	1,560.00	650.00	1,560.00	2	03/25/19	473766



KOWEE RIVER CO.
 Plant To:
 Southern Idaho Division
 5450 W. Gowan Road
 Boise, ID 83709
 Fax: (208)-362-6199

Customer:

473766
 BARBER VALLEY DEVELOPMENT CB
 ATTN: DAVE POWELL
 2447 S VISTA AVENUE
 BOISE ID 83705

Contract No. 30196003	Project No. 30196003	Invoice No. 11355
Job Description DALLAS HARRIS ESTATES #9		
Invoice Date: 03/25/19	Appl No. 2	Adjust No.
Bill From: 03/01/19	Bill To: 03/25/19	Cust Ref No. 473766

Item	Quantity	Unit	Rate	Amount	10.00 %	20.00 %	884.00
1120	1.00	LS	3,420.00	3,420.00	342.00		
Inspect and Maintain BMP's				1,026.00			
ORIGINAL							
Subtotal Amount:				\$ 316,560.14	\$ 166,507.76	\$ 150,052.38	
RETN RETAINAGE				\$ 316,560.14	\$ 166,507.76	\$ 150,052.38	
Total Invoiced Amount:				(13,828.02)	\$ 158,182.36	\$ 142,549.76	(7,502.62)

Previous Invoices:	\$ 158,182.36
Current Invoices:	\$ 142,549.76
Total Amount Billed to Date:	\$ 300,732.12
Total Payments Received to Date:	\$ 0.00
Total Outstanding	\$ 300,732.12

BARBER VALLEY DEVELOPMENT, INC.
4940 E. MILL STATION DRIVE, STE. 101-B
BOISE, ID 83718



34-827/1251

5478

4/11/2019

PAY TO THE ORDER OF Knife River

**142,549.76

One Hundred Forty-Two Thousand Five Hundred Forty-Nine and 76/100*****

DOLLARS

Knife River
5450 W. Gowen Rd.
Boise, Idaho 83709

MEMO App. #2 CID TH #9

⑈005478⑈

BARBER VALLEY DEVELOPMENT, INC.
Knife River

5478

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
4/10/2019	Bill		142,549.76	142,549.76		142,549.76
					Check Amount	142,549.76

Columbia/ICB- CHEC App. #2 CID TH #9

142,549.76

BARBER VALLEY DEVELOPMENT, INC.
Knife River

5478

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
4/10/2019	Bill		142,549.76	142,549.76		142,549.76
					Check Amount	142,549.76

Columbia/ICB- CHEC App. #2 CID TH #9

142,549.76

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF PAGES

TO OWNER:
Barber Valley Development

PROJECT: DHB Townhomes #9 CID

APPLICATION NO: 3

Distribution to:

<input type="checkbox"/>	OWNER
<input type="checkbox"/>	ARCHITECT
<input type="checkbox"/>	CONTRACTOR

FROM CONTRACTOR:
Knife River

VIA ARCHITECT:

PERIOD TO: 4/25/2019

PROJECT NOS:

CONTRACT FOR:

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

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

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.
\$ 126,515.73

- 1. ORIGINAL CONTRACT SUM \$ 2,553,407.00
- 2. Not change by Change Orders \$ 0.00
- 3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 2,553,407.00
- 4. TOTAL COMPLETED & STORED TO DATE (Column C on G703) \$ 149,734.60
- 5. RETAINAGE:
 - a. \$ % of Completed Work \$ 22,486.75
(Column D + E on G703)
 - b. % of Stored Material \$ Included in above
(Column F on G703)
Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ 22,486.75
- 6. TOTAL EARNED LESS RETAINAGE \$ 427,247.85
(Line 4 Less Line 5 Total)
- 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 300,732.12
- 8. CURRENT PAYMENT DUE \$ 126,515.73
- 9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 2,126,159.13

CONTRACTOR: Knife River

By: [Signature] Date: 4/25/2019

State of: _____ County of: _____
Subscribed and sworn to before me this _____ day of _____
Notary Public:
My Commission expires: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 126,515.73

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

By: [Signature] Date: 5.7.19

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	



KNIFE RIVER CO.
Remit To:
Southern Idaho Division
5450 W. Gowen Road
Boise, ID 83709
Fax: (208)-362-6199

Customer:

473786
BARBER VALLEY DEVELOPMENT - CB
ATTN: DAVE POWELL
2447 S VISTA AVENUE
BOISE ID 83705

Contract Billing		
Contract No: 30196003	Project No. 30196003	Invoice No. 11421
Job Description DALLAS HARRIS ESTATES #9		
Invoice Date: 04/26/19	Appl No. 3	Adjust No.
Bill From: 04/01/19	Bill To: 04/26/19	Cust Ref No. 473786

Qty	Unit	Description	Unit Price	Ext Price	Total Unit Price	Total Qty	Material	Wages	Overhead	Profit	Tax	
720	8"	Fittings	1.00 LB	2,750.00	2,750.00	0.00 %	0.00	0.00	0.00 %	0.00	0.00 %	0.00
730	3.00	Connect to Existing 8"	EA	472.00	1,416.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
740	2.00	8"X2" Blow Off	EA	1,160.00	2,320.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
750	1.00	16"X2" Blow Off	EA	1,280.00	1,280.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
760	5.00	Fire Hydrant	EA	4,270.00	21,350.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
770	1.00	Water Access Road & Install Gp	LS	62,250.00	62,250.00	0.00 %	0.00	0.00	0.00 %	0.00	0.00 %	0.00
772	16.00	Dual Service	EA	1,280.00	20,480.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
774	2.00	Water Service	EA	3,440.00	6,880.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
778	2.00	Fire Service	EA	3,980.00	7,960.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
810	4,306.00	4" PI Main	LF	10.85	47,150.70	0.00	0.00	0.00	0.00	0.00	0.00	0.00
820	27.00	4" PI Gate Valve	EA	203.00	5,481.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
840	6.00	3" Irr Tap	EA	1,110.00	6,660.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
850	1.00	Mainline Drain	EA	950.00	950.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
860	1.00	PI Fittings	LS	16,860.00	16,860.00	0.00 %	0.00	0.00	0.00 %	0.00	0.00 %	0.00
870	543.00	8" Sleeve	LF	13.80	7,493.40	0.00	0.00	0.00	0.00	0.00	0.00	0.00
880	706.00	6" Sleeve	LF	9.10	6,422.60	0.00	0.00	0.00	0.00	0.00	0.00	0.00
890	208.00	2" Sleeve	LF	3.38	698.78	0.00	0.00	0.00	0.00	0.00	0.00	0.00
900	4,306.00	2-Wire Control Wire	LF	0.95	4,090.70	0.00	0.00	0.00	0.00	0.00	0.00	0.00
910	2.00	Connect to Existing PI Main	EA	944.00	1,888.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
920	1.00	Final Irrigation	LS	25,310.00	25,310.00	0.00 %	0.00	0.00	0.00 %	0.00	0.00 %	0.00



KNIFE RIVER CO.
Remit To:
Southern Idaho Division
5450 W. Gowen Road
Boise, ID 83709
Fax: (208)-362-6199

Contract No: 30198003	Project No. 30198003	Invoice No. 11421
Job Description DALLAS HARRIS ESTATES #9		
Invoice Date: 04/25/19	Appl No. 3	Adjust No.
Bill From: 04/01/19	Bill To: 04/25/19	Cust Ref No. 473766

Customer:

473766
BARBER VALLEY DEVELOPMENT - CB
ATTN: DAVE POWELL
2447 S VISTA AVENUE
BOISE ID 83705

QTY	Description	Unit	EA	Price	Estimate	Unit Price	Subtotal	Material	Installation	Subtotal	Material	Installation	Subtotal
830	Hunter Pro Spray Pop-Up	EA	1.00	2,400.00	2,400.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
840	Hunter Remote Control Valving	EA	1.00	2,400.00	2,400.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
850	Amended Topsoil	CY	237.00	23.00	5,451.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
860	Lawn	BF	15,076.00	0.75	11,307.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
870	Trees	EA	44.00	540.00	23,760.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
880	Flowering Plants In Planter P	LS	1.00	11,370.00	11,370.00	0.00 %	0.00	0.00 %	0.00	0.00 %	0.00	0.00 %	0.00
890	Street Side Trash Receptacles	EA	4.00	2,080.00	8,320.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1000	Street Signs	LS	1.00	3,130.00	3,130.00	0.00 %	0.00	0.00 %	0.00	0.00 %	0.00	0.00 %	0.00
1010	Type II Bar/roads	EA	8.00	280.00	2,180.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1020	Type III Bar/roads	EA	12.00	480.00	5,780.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1030	Street Lights 25'	EA	2.00	6,780.00	20,340.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1040	Street Light Conduit	LF	1,200.00	8.40	10,080.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1050	Benches Along Haystack	EA	8.00	3,260.00	28,080.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1080	Planter Pots Along Haystack	EA	18.00	1,380.00	22,240.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1070	Tree Grates Along Haystack	EA	18.00	6,580.00	105,280.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1080	Stripes and Symbols	LB	1.00	2,370.00	2,370.00	0.00 %	0.00	0.00 %	0.00	0.00 %	0.00	0.00 %	0.00
1090	Prepare ACHD ESC Plan	LS	1.00	1,860.00	1,860.00	100.00 %	1,860.00	100.00 %	1,860.00	0.00 %	0.00	0.00 %	0.00
1100	Inlet Sediment Protection	EA	14.00	60.45	846.30	14.00	846.30	14.00	846.30	0.00	0.00	0.00	0.00
1110	Bill Fence	LF	680.00	2.40	1,680.00	680.00	1,680.00	680.00	1,680.00	0.00	0.00	0.00	0.00



KNIFE RIVER CO.
Remit To:
Southern Idaho Division
5450 W. Gowen Road
Boise, ID 83709
Fax: (208)-362-6199

Customer:

473766
BARBER VALLEY DEVELOPMENT - CB
ATTN: DAVE POWELL
2447 S VISTA AVENUE
BOISE ID 83705

Contract No: 30196003	Project No. 30196003	Invoice No. 11421
Job Description DALLAS HARRIS ESTATES #9		
Invoice Date: 04/25/19	Appl No. 3	Adjust No.
Bill From: 04/01/18	Bill To: 04/25/19	Cost Ref No. 473766

QTY	Description	Unit	Ext	Ext	Total	Total	Previous	Previous	Current	Current	
							Invoice	Invoice	Invoice	Invoice	
1120	Inspect and Maintain BMP's	1.00	LS	3,420.00	3,420.00	50.00 %	1,710.00	30.00 %	1,028.00	20.00 %	684.00
	ORIGINAL			\$ 2,553,407.00	\$ 449,734.60		\$ 318,560.14		\$ 133,174.46		
	Subtotal Amount:			\$ 2,553,407.00	\$ 449,734.60		\$ 318,560.14		\$ 133,174.46		
RETN	RETAINAGE				(22,480.78)		(15,828.02)		(9,658.73)		
	Total Invoice Amount:				\$ 427,247.88		\$ 300,732.12		\$ 128,515.73		

Previous Invoices:	\$	300,732.12
Current Invoices:	\$	128,515.73
Total Amount Billed to Date:	\$	427,247.85
Total Payments Received to Date:	\$	(168,182.36)
Total Outstanding	\$	289,065.49

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

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

34-827/1251

5514

5/3/2019

AY TO THE Knife River
ORDER OF

**126,515.73

One Hundred Twenty-Six Thousand Five Hundred Fifteen and 73/100*****

\$

DOLLARS

Knife River
5450 W. Gowen Rd.
Boise, Idaho 83709

1WZ65916-06

MEMO CID App #3 TH #9

005514

BARBER VALLEY DEVELOPMENT, INC.
Knife River

5514

Date	Type	Reference	Original Amt.	Balance Due	5/3/2019 Discount	Payment
5/3/2019	Bill		126,515.73	126,515.73		126,515.73
					Check Amount	126,515.73

Columbia/ICB- CHEC CID App #3 TH #9

126,515.73

BARBER VALLEY DEVELOPMENT, INC.
Knife River

5514

Date	Type	Reference	Original Amt.	Balance Due	5/3/2019 Discount	Payment
5/3/2019	Bill		126,515.73	126,515.73		126,515.73
					Check Amount	126,515.73

Columbia/ICB- CHEC CID App #3 TH #9

126,515.73

APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER: Barber Valley Development
 PROJECT: DHE Townhomes #9 CID

AL - DOCUMENT G702
 APPLICATION NO: 4

PAGE ONE OF 4 PAGES

Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR

PERIOD TO: 5/25/2019

FROM CONTRACTOR: Knife River
 VIA ARCHITECT:

PROJECT NOS:

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

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

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

- 1. ORIGINAL CONTRACT SUM \$ 2,553,407.00
- 2. Net change by Change Orders \$ (68,666.00)
- 3. CONTRACT SUM TO DATE (Line 1 ± 2) \$ 2,484,741.00
- 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 742,172.90

- 5. RETAINAGE:
 - a. % of Completed Work \$ 5% \$ 122,737.05
 - b. % of Stored Material \$ Included in above

Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ 37,108.67

- 6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) \$ 705,064.23
- 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 427,247.85
- 8. CURRENT PAYMENT DUE \$ 277,816.38
- 9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 1,779,676.77

By: *[Signature]* Date: 5/25/2019

State of Knife River County of day of Notary Public: My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 277,816.38

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application are in whole Dollars, unless otherwise stated that are changed to conform with the amount certified.)

By: *[Signature]* Date: 5/29/19

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month	\$0.00	(\$68,666.00)
TOTALS		(\$68,666.00)
NET CHANGES by Change Order		(\$68,666.00)



KNIFE RIVER CO.
 Remit To:
 Southern Idaho Division
 5450 W. Gowen Road
 Boise, ID 83709
 Fax: (208)-362-6199

473766
 BARBER VALLEY DEVELOPMENT - CB
 ATTN: DAVE POWELL
 2447 S VISTA AVENUE
 BOISE ID 83705

Customer:

Contract Billing	
Contract No: 30196003	Project No. 30196003
Job Description: DALLAS HARRIS ESTATES #9	
Invoice Date: 05/23/19	Invoice No. 11514
Bill From: 05/01/19	Adjust No. 473766
Est To: 05/23/19	Cust Ref No. 473766

Item No.	Description	QTY	UNIT	EA	LF	LS	SY	SD	Other	Rate	Amount	Exc	Permit	Other	Tax	Net	Subtotal	Grand Total	
400	Connect New 48" SD Manhole to	1.00	EA							2,360.00	2,360.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
410	Inlet Protection Apron w/Orifa	1.00	EA							3,720.00	3,720.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
420	Overflow Weils	1.00	LS							14,650.00	14,650.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
430	Flp Rap Pipe Inlet/Outlet Prot	6.00	SY							312.00	1,872.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
440	Remove Existing 48" SD Manhole	1.00	EA							293.00	293.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
450	Remove 12" SD and Grout Operia	155.00	LF							5.50	852.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
460	Remove 15" SD	160.00	LF							8.35	1,336.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
470	Credit/it Exst SD Manhole or	2.00	EA							445.00	890.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
480	Construct Drainage Ditch	930.00	LF							1.60	1,488.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
490	Construct Forebay	1.00	LS							9,050.00	9,050.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
500	Construct 14" SD Gravel Access	1.00	LS							45,110.00	45,110.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
510	Construct Primary Drainage Pond	1.00	LS							40,320.00	40,320.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
520	12" PVC Underdrain Pipe	53.00	LF							35.20	1,865.60	53.00	0.00	0.00	0.00	0.00	53.00	1,865.60	1,865.60
530	24" PVC Underdrain Pipe	942.00	LF							60.55	57,038.10	942.00	0.00	0.00	0.00	0.00	942.00	57,038.10	57,038.10
540	30" HDPE Underdrain Pipe	20.00	LF							74.20	1,484.00	20.00	0.00	0.00	0.00	0.00	20.00	1,484.00	1,484.00



KNIFE RIVER CG.

Remit To:

Southern Idaho Division
5450 W. Gowen Road
Boise, ID 83709
Fax: (208)-362-6199

473766
BARBER VALLEY DEVELOPMENT - CB
ATTN: DAVE POWELL
2447 S VISTA AVENUE
BOISE ID 83705

Customer:

Contract No. 30196003	Project No. 30196003	Invoice No. 11514
Job Description DALLAS HARRIS ESTATES #9		
Invoice Date: 05/23/19	Appl No. 4	Adjust No.
Bill From: 05/01/19	Bill To: 05/23/19	Cust Ref No. 473766

Item No.	Description	Units	Rate	Amount	0.00 %	0.00 %	0.00 %	0.00 %	0.00 %	0.00 %	0.00 %	0.00 %	0.00 %	0.00 %	0.00 %	0.00 %	0.00 %	0.00 %
720	8" Fittings	1.00	LS	2,750.00	0.00 %	0.00	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
730	Connect to Existing 8"	3.00	EA	472.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
740	8"X2" Blow Off	2.00	EA	1,160.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
750	18"X2" Blow Off	1.00	EA	1,290.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
760	Fire Hydrant	5.00	EA	4,270.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
770	Water Access Road & Install Ca	1.00	LS	62,250.00	0.00 %	0.00	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00	0.00
772	1" Dual Service	16.00	EA	1,290.00	18.00	20,640.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	16.00	20,640.00	0.00	0.00
774	2" Water Service	2.00	EA	3,440.00	2.00	6,880.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2.00	6,880.00	0.00	0.00
776	8" Fire Service	2.00	EA	3,980.00	2.00	7,960.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2.00	7,960.00	0.00	0.00
810	4" PI Main	4,306.00	LF	10.95	0.00	47,150.70	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
820	4" PI Gate Valve	27.00	EA	203.00	0.00	5,481.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
840	3" In Tap	6.00	EA	1,110.00	0.00	6,660.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
850	Mainline Drsh	1.00	EA	950.00	0.00	950.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
860	PI Fittings	1.00	LS	16,860.00	0.00 %	16,860.00	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00	0.00
870	8" Sleeve	543.00	LF	13.90	0.00	7,493.40	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
880	8" Sleeve	708.00	LF	9.10	0.00	6,442.80	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
890	2" Sleeve	205.00	LF	3.35	0.00	686.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
900	2-Wire Control Wire	4,308.00	LF	0.95	0.00	4,090.70	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
910	Connect to Existing PI Main	2.00	EA	944.00	0.00	1,888.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
920	Fires Irrigation	1.00	LS	25,310.00	0.00 %	25,310.00	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00	0.00



KNIFE RIVER CO.
Remit To:

Southern Idaho Division
5450 W. Gowen Road
Boise, ID 83709
Fax: (208)-362-6199

Customer:

473766
BARBER VALLEY DEVELOPMENT - CB
ATTN: DAVE POWELL
2447 S VISTA AVENUE
BOISE ID 83705

Contract Billing	
Contract No: 30196003	Project No. 30196003
Job Description DALLAS HARRIS ESTATES #9	
Invoice No. 11514	Invoice No. 11514
Invoice Date: 05/23/19	Appl No. 4
Bill From: 05/01/19	Bill To: 05/23/19
Cust Ref No. 473766	

1120	Inspect and Maintain SMP's	1.00	LS	3,420.00	3,420.00	60.00 %	2,052.00	50.00 %	1,710.00	10.00 %	342.00
001	CO			\$ 2,553,407.00	\$ 810,835.90			\$ 449,734.60	\$ 361,104.30		
				\$ 88,666.00	\$ 68,666.00	100.00 %	\$ 68,666.00	\$ 0.00 %	\$ 0.00	100.00 %	\$ 68,666.00
				\$ 68,666.00	\$ 68,666.00			\$ 0.00	\$ 68,666.00		
				\$ 2,622,073.00	\$ 742,172.90			\$ 449,734.60	\$ 292,438.30		
				\$ 2,134,741.00	\$ 97,108.67			\$ (22,488.75)	\$ (14,621.92)		
				\$ 705,064.23	\$ 277,816.38			\$ 427,247.85	\$ 277,816.38		

ORIGINAL

001 CO REMOVE SERVICES

CO #1

Subtotal Amount:

RETN RETAINAGE

Total Invoice Amount:

Previous invoices:	\$	427,247.85
Current invoices:	\$	277,816.38
Total Amount Billed to Date:	\$	705,064.23
Total Payments Received to Date:	\$	(300,732.12)
Total Outstanding	\$	404,332.11

BARBER VALLEY DEVELOPMENT, INC.

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



521 12TH AVE. SOUTH
NAMPA, ID 83651

34-827/1251

5557

6/12/2019

PAY TO THE ORDER OF Knife River

**277,816.38

Two Hundred Seventy-Seven Thousand Eight Hundred Sixteen and 38/100*****

DOLLARS

Knife River
5450 W. Gowen Rd.
Boise, Idaho 83709

MEMO CID TH #9 App #4

⑈005557⑈

BARBER VALLEY DEVELOPMENT, INC.

Knife River

6/12/2019

5557

Date Type Reference
6/12/2019 Bill

Original Amt.
277,816.38

Balance Due
277,816.38

Discount

Payment
277,816.38

Check Amount

277,816.38

Columbia/ICB- CHEC CID TH #9 App #4

277,816.38

BARBER VALLEY DEVELOPMENT, INC.

Knife River

6/12/2019

5557

Date Type Reference
6/12/2019 Bill

Original Amt.
277,816.38

Balance Due
277,816.38

Discount

Payment
277,816.38

Check Amount

277,816.38

Columbia/ICB- CHEC CID TH #9 App #4

277,816.38

APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER:
Barber Valley Development

PROJECT: DHE Townhomes #9 CID

APPLICATION NO: 5

PERIOD TO: 6/25/2019

FROM CONTRACTOR:
Knife River

VIA ARCHITECT:

PROJECT NOS:

CONTRACT FOR:

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

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

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

1 ORIGINAL CONTRACT SUM	\$	2,553,407.00
2. Net change by Change Orders	\$	(68,666.00)
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	2,484,741.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	1,137,045.85

5. RETAINAGE:	\$	\$56,852.34
a. % of Completed Work (Column D + E on G703)	\$	Included in above
b. % of Stored Material (Column F on G703)	\$	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	56,852.34

6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	1,080,193.51
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	705,064.25
8. CURRENT PAYMENT DUE (Line 6 less Line 7)	\$	375,129.28
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	1,404,547.49

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month	\$56,856.00	
TOTALS	\$50.00	(\$58,666.00)
NET CHANGES by Change Order		(\$58,666.00)

Date: 6/25/2019

By: *[Signature]*

State of: _____ County of: _____
Subscribed and sworn to before me this _____ day of _____
Notary Public:

My Commission expires: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ... \$ 375,129.28

Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application, with the exception of the amount certified, are changed to conform with the amount certified.

By: *[Signature]* Date: 6/26/19

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.



OWNER	
ARCHITECT	
CONTRACTOR	

Distribution to:



KNIFE RIVER CO.

Remit To:
 Southern Idaho Division
 5450 W. Gowen Road
 Boise, ID 83709
 Fax: (208) 362-6199

Contract Billing	
Contract No.	Invoice No.
30196003	11604
Job Description	
DALLAS HARRIS ESTATES #9	
Invoice Date:	Appi No.
06/24/19	5
Bill From:	Bill To:
06/01/19	06/24/19
	Cust Ref No.
	473766

Customer:

473766
 BARBER VALLEY DEVELOPMENT CB
 ATTN: DAVE POWELL
 2447 S VISTA AVENUE
 BOISE ID 83705

Line	Quantity	Unit	Description	150,570.00	75.00 %	112,927.50	75.00 %	112,927.50	0.00 %	0.00
10	1.00	LS	Mobilization	150,570.00	75.00 %	112,927.50	75.00 %	112,927.50	0.00 %	0.00
20	1.00	LS	Bonds	11,130.00	100.00 %	11,130.00	100.00 %	11,130.00	0.00 %	0.00
30	1.00	LS	Insurance	1,590.00	100.00 %	1,590.00	100.00 %	1,590.00	0.00 %	0.00
40	1.00	LS	Traffic Control	7,200.00	0.00 %	0.00	0.00 %	0.00	0.00 %	0.00
50	7.00	AC	Clear and Grub	17,080.00	7.00 %	17,080.00	7.00 %	17,080.00	0.00 %	0.00
60	11,650.00	CY	Topsoil Strip/Stockpile	47,182.50	11,650.00 %	47,182.50	9,320.00 %	37,748.00	0.00 %	0.00
70	7,254.00	CY	Trench Backfill / Borrow (Onst)	108,810.00	5,800.00 %	87,000.00	3,000.00 %	45,000.00	2,800.00 %	5,436.50
80	40,500.00	CY	Mass Excavation and Embankment	353,750.00	40,500.00 %	353,750.00	38,450.00 %	275,375.00	4,050.00 %	42,000.00
100	1.00	LS	Over Ex & Recompact Exst Drain	20,309.80	100.00 %	20,309.80	100.00 %	20,309.80	0.00 %	0.00
110	1.00	LS	Relocate Rocks and Concrete	3,960.00	100.00 %	3,960.00	100.00 %	3,960.00	0.00 %	0.00
120	1.00	LS	Abandon Exst Well & Remove P	3,900.00	0.00 %	0.00	0.00 %	0.00	0.00 %	0.00
130	2,900.00	LF	Fence Removal	2,465.00	2,900.00 %	2,465.00	2,900.00 %	2,465.00	0.00 %	0.00
140	1,450.00	LF	New Fence	10,440.00	1,450.00 %	10,440.00	1,450.00 %	10,440.00	0.00 %	0.00
160	14,500.00	SY	Road & Sidewalk Subgrade Prep	12,325.00	0.00 %	0.00	0.00 %	0.00	0.00 %	0.00
170	3,692.00	CY	6" Minus Subbase	84,699.80	0.00 %	0.00	0.00 %	0.00	0.00 %	0.00
180	945.00	CY	3/4" Road Base	38,713.25	0.00 %	0.00	0.00 %	0.00	0.00 %	0.00
190	5,700.00	SY	2.5" Asphalt	58,140.00	0.00 %	0.00	0.00 %	0.00	0.00 %	0.00
200	1,960.00	SY	3" Asphalt	24,010.00	0.00 %	0.00	0.00 %	0.00	0.00 %	0.00
210	368.00	SY	Type "F" Asphalt Repair	28,980.00	0.00 %	0.00	0.00 %	0.00	0.00 %	0.00



KNIFE RIVER CO.
 Repair Co.
 Southern Idaho Division
 5450 W. Gowen Road
 Boise, ID 83709
 Fax: (208)-362-6199

473766
 BARBER VALLEY DEVELOPMENT - CB
 ATTN: DAVE POWELL
 2447 S VISTA AVENUE
 BOISE ID 83705

Customer:

Contract No: 30196003	Project No. 30196003	Invoice No. 11604
Job Description DALLAS HARRIS ESTATES #S		
Invoice Date: 06/24/19	Appl No. 5	Adjust No.
Bill From: 06/01/19	Bill To: 06/24/19	Cust Ref No. 473766

QTY	Description	Unit	Quantity	Unit Price	Material	Labour	Subcontract	Permits	Taxes	Other	Total
220	Type "C" Surface Repair	812.00 SY	10.05	8,160.80	0.00	0.00	0.00	0.00	0.00	0.00	0.00
230	Alley Approach With 3/4" Road	4.00 EA	1,440.00	5,760.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
240	Standard 6" Vertical Curb & G.U.	3,746.00 LF	15.60	58,437.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00
250	3/4" Road Base For Curb & Gurt	126.00 CY	112.00	14,112.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
260	6" Concrete Sidewalk - 5" Thick	1,818.00 LF	21.85	41,506.30	0.00	0.00	0.00	0.00	0.00	0.00	0.00
270	3/4" Road Base For 6" Sidewalk	154.00 CY	89.65	10,728.10	0.00	0.00	0.00	0.00	0.00	0.00	0.00
280	15" Concrete Sidewalk 5" Thick	1,258.00 LF	54.00	68,472.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
290	3/4" Road Base For 15" Sidewalk	338.00 CY	60.15	20,330.70	0.00	0.00	0.00	0.00	0.00	0.00	0.00
300	Truncated Dornis	60.00 EA	180.00	10,800.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
310	Handicap Ramps	10.00 EA	500.00	6,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
320	12" SD Pipe	1,184.00 LF	32.90	38,953.60	1,184.00	0.00	0.00	0.00	0.00	0.00	1,184.00
330	15" SD Pipe	351.00 LF	49.00	17,199.00	351.00	0.00	0.00	0.00	0.00	0.00	351.00
340	18" SD Pipe	1,283.00 LF	52.45	67,293.35	1,283.00	0.00	0.00	0.00	0.00	0.00	1,283.00
350	12" End Section W/TR	5.00 EA	441.00	2,205.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
360	18" End Section W/TR	2.00 EA	713.00	1,426.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
370	Type I Catch Basin	10.00 EA	1,020.00	10,200.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
380	Diversion Box	2.00 EA	4,200.00	8,400.00	2.00	0.00	0.00	0.00	0.00	0.00	2.00
390	48" SD Manhole	13.00 EA	2,580.00	33,540.00	13.00	0.00	0.00	0.00	0.00	0.00	13.00

38,953.60 ✓
 17,199.00 ✓
 87,293.35 ✓
 0.00 ✓
 0.00 ✓
 0.00 ✓
 8,400.00 ✓
 33,540.00 ✓



KNIFE RIVER CO.
 Remit To:
 Southern Idaho Division
 5450 W. Gowen Road
 Boise, ID 83709
 Fax: (208)-362-6199

473766
 BARBER VALLEY DEVELOPMENT - CB
 ATTN: DAVE POWELL
 2447 S VISTA AVENUE
 BOISE ID 83705

Customer:

Contract No.		Project No.		Invoice No.	
30196003		30196003		11604	
Job Description					
DALLAS HARRIS ESTATES #9					
Invoice Date:		Appl No.		Adjust No.	
06/24/19		5			
Bill From:		Bill To:		Cust Ref No.	
06/01/19		06/24/19		473766	

Qty	UoM	Description	Rate	Ext	Material	Labour	Sub	Permit	Other	Totals	Previous Billing	Garment	Balance
400	EA	Connect New 48" SD Manhole to	1.00	2,380.00	2,380.00	0.00	0.00	1.00	0.00	2,380.00	0.00	1.00	2,380.00
410	EA	Inlet Protection Apron w/Orla	1.00	3,720.00	3,720.00	0.00	0.00	0.00	0.00	3,720.00	0.00	0.00	0.00
420	LS	Overflow Weirs	1.00	14,650.00	14,650.00	0.00	0.00	0.00	0.00	14,650.00	0.00	0.00	0.00
430	SY	Pip Rep Pipe w/c/Ouilet Prot	6.00	312.00	1,872.00	0.00	0.00	0.00	0.00	1,872.00	0.00	0.00	0.00
440	EA	Remove Existing 48" SD Manhole	1.00	293.00	293.00	0.00	0.00	1.00	0.00	293.00	0.00	1.00	293.00
450	LF	Remove 12" SD and Grout Openin	155.00	5.50	852.50	0.00	0.00	155.00	0.00	852.50	0.00	155.00	852.50
460	LF	Remove 15" SD	160.00	8.35	1,336.00	0.00	0.00	160.00	0.00	1,336.00	0.00	160.00	1,336.00
470	EA	Conedril Exist SD Manhole or	2.00	445.00	890.00	0.00	0.00	2.00	0.00	890.00	0.00	2.00	890.00
480	LF	Construct Drainage Ditch	930.00	1.60	1,488.00	0.00	0.00	0.00	0.00	1,488.00	0.00	0.00	1,488.00
490	LS	Construct Forebay	1.00	9,050.00	9,050.00	0.00	0.00	0.00	0.00	9,050.00	0.00	0.00	9,050.00
500	LS	Construct 14" SD Gravel Access	1.00	45,110.00	45,110.00	0.00	0.00	0.00	0.00	45,110.00	0.00	0.00	45,110.00
510	LS	Construct Primary Drainage Pond	1.00	40,320.00	40,320.00	0.00	0.00	0.00	0.00	40,320.00	0.00	0.00	40,320.00
520	LF	12" PVC Underdrain Pipe	53.00	35.20	1,865.60	0.00	0.00	53.00	0.00	1,865.60	1,865.60	0.00	0.00
530	LF	24" PVC Underdrain Pipe	942.00	60.55	57,038.10	0.00	0.00	942.00	0.00	57,038.10	57,038.10	0.00	0.00
540	LF	30" HDPE Underdrain Pipe	20.00	74.20	1,484.00	0.00	0.00	20.00	0.00	1,484.00	1,484.00	0.00	0.00



KNIFE RIVER CO.
Remit To:
Southern Idaho Division
5450 W. Gowen Road
Boise, ID 83709
Fax: (208)-362-6199

473766
BARBER VALLEY DEVELOPMENT CB
ATTN: DAVE POWELL
2447 S VISTA AVENUE
BOISE ID 83705

Customer:

Contract No:	30196003	Project No.	30196003	Invoice No.	11604
Job Description					
DALLAS HARRIS ESTATES #9					
Invoice Date:	06/24/19	Appl No.	5	Adjust No.	
Bill From:	06/01/19	Bill To:	06/24/19	Cust Ref No.	473766

Item No.	Description	Quantity	Unit	Rate	Amount	Contract No.	Project No.	Invoice No.	Adjust No.	Cust Ref No.
550	48" Underdrain Manhole	5.00	EA	2,870.00	14,350.00	5.00	14,350.00	0.00	0.00	0.00
560	Connect New 48" Underdrain Man	1.00	EA	2,360.00	2,360.00	1.00	2,360.00	0.00	0.00	0.00
570	60" Underdrain Manhole	1.00	EA	3,500.00	3,500.00	1.00	3,500.00	0.00	0.00	0.00
580	8" Sewer Pipe	2,364.00	LF	45.30	107,995.20	1,912.00	86,613.60	0.00	0.00	0.00
590	48" Sewer Manhole	10.00	EA	2,160.00	21,600.00	9.00	28,620.00	0.00	0.00	0.00
600	Connect Manhole to Exist Sewer	1.00	EA	4,200.00	4,200.00	1.00	4,200.00	0.00	0.00	0.00
610	Connect to Existing Manhole	1.00	EA	4,200.00	4,200.00	0.00	0.00	0.00	0.00	0.00
620	Modify Exist Manhole Channel	2.00	EA	588.00	1,136.00	0.00	0.00	0.00	0.00	0.00
630	Construct Sewer Gravel Access	1.00	LS	51,940.00	51,940.00	0.00	0.00	0.00	0.00	0.00
635	4" Sanitary Sewer Connection	34.00	EA	806.00	27,404.00	34.00	27,404.00	0.00	0.00	0.00
637	4" SS Pipe	1,160.00	LF	4.90	5,782.00	1,180.00	5,782.00	0.00	0.00	0.00
660	18" Water Pipe W/ Rest Joints	1,530.00	LF	96.90	148,257.00	635.00	81,531.50	0.00	635.00	61,531.50
670	16" Fittings	1.00	LS	22,560.00	22,560.00	0.00	0.00	0.00	10.00	2,256.00
680	Connect to Existing 18"	1.00	EA	6,270.00	6,270.00	0.00	0.00	0.00	0.00	0.00
690	16" Butterfly Valve	3.00	EA	3,600.00	10,800.00	2.00	7,200.00	0.00	2.00	7,200.00
700	8" Water Pipe	1,335.00	LF	25.10	33,508.50	1,335.00	33,508.50	0.00	1,335.00	33,508.50
710	8" Gate Valve	6.00	EA	1,330.00	7,980.00	6.00	7,980.00	0.00	6.00	7,980.00



KNIFE RIVER CO.

Remit To:
 Southern Idaho Division
 5450 W. Gowen Road
 Boise, ID 83709
 Fax: (208)-362-6199

Customer:

473766
 BARBER VALLEY DEVELOPMENT CB
 ATTN: DAVE POWELL
 2447 S VISTA AVENUE
 BOISE ID 83705

Contract No. 30196003	Project No. 30196003	Invoice No. 11504
Job Description DALLAS HARRIS ESTATES #9		
Invoice Date: 06/24/19	App'l No. 5	Adjust No.
Bill From: 06/01/19	Bill To: 06/24/19	Cust Ref No. 473766

QTY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT	TAXES	DISCOUNT	NET AMOUNT	PERCENT	TOTAL	AMOUNT	PERCENT	TOTAL
720	8"	Fittings	1.00 LS	2,750.00			2,750.00	100.00 %	2,750.00	0.00 %	0.00	2,750.00
730	8"	Connect to Existing	3.00 EA	472.00			1,416.00	3.00	1,416.00	0.00	0.00	1,416.00
740	8"	X2" Blow Off	2.00 EA	1,160.00			2,320.00	2.00	2,320.00	0.00	0.00	2,320.00
750	16"	X2" Blow Off	1.00 EA	1,290.00			1,290.00	1.00	1,290.00	0.00	0.00	1,290.00
760		Fits Hydrant	5.00 EA	4,270.00			21,350.00	5.00	21,350.00	0.00	0.00	21,350.00
770		Water Access Road & Install Ca	1.00 LS	82,250.00			82,250.00	0.00 %	0.00	0.00 %	0.00	0.00
772	1"	Dual Service	16.00 EA	1,250.00			20,640.00	16.00	20,640.00	0.00	0.00	20,640.00
774	2"	Water Service	2.00 EA	3,440.00			6,880.00	2.00	6,880.00	0.00	0.00	6,880.00
776	6"	Fits Service	2.00 EA	3,960.00			7,960.00	2.00	7,960.00	0.00	0.00	7,960.00
810	4"	Pt Back	4,306.00 LF	10.95			47,150.70	0.00	0.00	0.00	0.00	0.00
820	4"	Pt Gate Valve	27.00 EA	203.00			5,481.00	0.00	0.00	0.00	0.00	0.00
840	3"	in Tap	6.00 EA	1,110.00			6,660.00	0.00	0.00	0.00	0.00	0.00
850		Mainline Ditch	1.00 EA	950.00			950.00	0.00	0.00	0.00	0.00	0.00
860		Pt Fittings	1.00 LS	15,860.00			15,860.00	0.00 %	0.00	0.00 %	0.00	0.00
870	8"	Sleeve	543.00 LF	13.60			7,483.40	0.00	0.00	0.00	0.00	0.00
880	8"	Sleeve	706.00 LF	9.10			6,442.80	0.00	0.00	0.00	0.00	0.00
890	2"	Sleeve	205.00 LF	3.35			686.75	0.00	0.00	0.00	0.00	0.00
900		2-Wire Control Wire	4,090.00 LF	0.95			4,090.70	0.00	0.00	0.00	0.00	0.00
910		Connect to Existing P. Main	2.00 EA	944.00			1,888.00	0.00	0.00	0.00	0.00	0.00
920		Fine Irrigation	1.00 LS	25,310.00			25,310.00	0.00 %	0.00	0.00 %	0.00	0.00



KNIFE RIVER CO.
 Remit To:
 Southern Idaho Division
 5450 W. Gowen Road
 Boise, ID 83709
 Fax: (208)-362-6199

Customer:

473766
 BARBER VALLEY DEVELOPMENT - CB
 ATTN: DAVE POWELL
 2447 S VISTA AVENUE
 BOISE ID 83705

Contract No. 30196003		Project No. 30196003		Invoice No. 11604	
Job Description DALLAS HARRIS ESTATES #9					
Invoice Date: 06/24/19		Appl No. 5		Adjust No.	
Bill From: 06/01/19		Bill To: 06/24/19		Cust Ref No. 473766	

Item No.	Description	Units	Unit Price	Total Price	Material	Installation	Other	Subtotal	Material %	Installation %	Other %	Adjust No.
930	Hunter Pro Spray Pop-Up	1.00	EA	2,400.00	2,400.00	0.00	0.00	2,400.00	100.00 %	0.00 %	0.00 %	0.00
940	Hunter Remote Control Valving	1.00	EA	2,400.00	2,400.00	0.00	0.00	2,400.00	100.00 %	0.00 %	0.00 %	0.00
950	Amended Topsoil	237.00	CY	23.05	5,462.85	0.00	0.00	5,462.85	100.00 %	0.00 %	0.00 %	0.00
960	Lawn	15,076.00	SF	0.75	11,307.00	0.00	0.00	11,307.00	100.00 %	0.00 %	0.00 %	0.00
970	Trees	44.00	EA	540.00	23,760.00	0.00	0.00	23,760.00	100.00 %	0.00 %	0.00 %	0.00
980	Flowering Plantes In Planter P	1.00	LS	11,370.00	11,370.00	0.00 %	0.00	11,370.00	0.00 %	0.00 %	0.00 %	0.00
990	Street Side Trash Receptic	4.00	EA	2,090.00	8,360.00	0.00	0.00	8,360.00	100.00 %	0.00 %	0.00 %	0.00
1000	Street Signs	1.00	LS	3,130.00	3,130.00	0.00 %	0.00	3,130.00	0.00 %	0.00 %	0.00 %	0.00
1010	Type II Barriacae	6.00	EA	360.00	2,160.00	0.00	0.00	2,160.00	100.00 %	0.00 %	0.00 %	0.00
1020	Type III Barriacae	12.00	EA	480.00	5,760.00	0.00	0.00	5,760.00	100.00 %	0.00 %	0.00 %	0.00
1030	Street Lightes 25'	3.00	EA	5,780.00	20,340.00	0.00	0.00	20,340.00	100.00 %	0.00 %	0.00 %	0.00
1040	Street Light Conduir	1,200.00	LF	8.40	10,080.00	0.00	0.00	10,080.00	100.00 %	0.00 %	0.00 %	0.00
1050	Benchae Along Haystack	8.00	EA	3,280.00	26,080.00	0.00	0.00	26,080.00	100.00 %	0.00 %	0.00 %	0.00
1060	Planter Pots Along Haystack	16.00	EA	1,390.00	22,240.00	0.00	0.00	22,240.00	100.00 %	0.00 %	0.00 %	0.00
1070	Tree Grate Along Haystack	16.00	EA	6,580.00	105,280.00	0.00	0.00	105,280.00	100.00 %	0.00 %	0.00 %	0.00
1080	Stipes and Symbols	1.00	LS	2,370.00	2,370.00	0.00 %	0.00	2,370.00	0.00 %	0.00 %	0.00 %	0.00
1090	Propae ACPD ESC Plan	1.00	LS	1,660.00	1,660.00	100.00 %	1,660.00	1,660.00	100.00 %	0.00 %	0.00 %	0.00
1100	Inlet Sediment Protection	14.00	EA	60.45	846.30	14.00	846.30	846.30	100.00 %	0.00 %	0.00 %	0.00
1110	Silt Fence	650.00	LF	2.40	1,560.00	650.00	1,560.00	1,560.00	100.00 %	0.00 %	0.00 %	0.00



KNIFE RIVER CO.

Remit To:

Southern Idaho Division
5450 W. Gowen Road
Boise, ID 83709
Fax: (208)-362-6199

Customer:

473766
BARBER VALLEY DEVELOPMENT - CB
ATTN: DAVE POWELL
2447 S VISTA AVENUE
BOISE ID 83705

Contract Billing	
Contract No:	30196003
Project No:	30196003
Invoice No.:	11604
Job Description:	
DALLAS HARRIS ESTATES #9	
Invoice Date:	06/24/19
Appt No.:	5
Adjust No.:	
Bill From:	06/01/19
Bill To:	06/24/19
Cust Ref No.:	473766

1123	Inspect and Maintain BMP's	1.00	LS	3,420.00	3,420.00	70.00 %	2,394.00	80.00 %	2,052.00	10.00 %	342.00
CO	ORIGINAL			\$ 2,553,407.00	\$ 1,205,711.85			\$ 810,838.90	\$ 394,872.95		
CO	REMOVE SERVICES	1.00	LS	68,666.00	68,666.00	100.00 %	68,666.00	100.00 %	68,666.00	0.00 %	0.00
CO	CC #1			\$ 68,666.00	\$ 68,666.00			\$ 68,666.00	\$ 0.00		
CO	RETAINAGE			\$ 2,484,741.00	\$ 1,137,045.85			\$ 742,172.90	\$ 394,872.95		
CO	Total Invoice Amount:			\$ 156,852.34	\$ 156,852.34			\$ 156,852.34	\$ 156,852.34		
CO	Total Invoice Amount:			\$ 1,080,193.51	\$ 1,080,193.51			\$ 705,064.23	\$ 375,129.28		

Previous Invoices:	\$	705,064.23
Current Invoices:	\$	375,129.28
Total Amount Billed to Date:	\$	1,080,193.51
Total Payments Received to Date:	\$	(427,247.85)
Total Outstanding	\$	652,945.66

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

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

5585

34-827/1251

7/16/2019

WZ55918-08-17

PAY TO THE ORDER OF Knife River

****375,129.28**

\$

Three Hundred Seventy-Five Thousand One Hundred Twenty-Nine and 28/100*****

DOLLARS

Knife River
 5450 W. Gowen Rd.
 Boise, Idaho 83709

MEMO App. #5 CID TH #9

⑈005585⑈

BARBER VALLEY DEVELOPMENT, INC.
 Knife River

5585

Date	Type	Reference	Original Amt.	Balance Due	7/16/2019 Discount	Payment
7/8/2019	Bill		375,129.28	375,129.28		375,129.28
					Check Amount	375,129.28

Columbia/ICB- CHEC App. #5 CID TH #9

375,129.28

BARBER VALLEY DEVELOPMENT, INC.
 Knife River

5585

Date	Type	Reference	Original Amt.	Balance Due	7/16/2019 Discount	Payment
7/8/2019	Bill		375,129.28	375,129.28		375,129.28
					Check Amount	375,129.28

Columbia/ICB- CHEC App. #5 CID TH #9

375,129.28

APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER:
Barber Valley Development

PROJECT: DHE Townhomes #9 CID

ALA DOCUMENT G702

PAGE ONE OF

PAGES

6

Distribution to:

OWNER	
ARCHITECT	
CONTRACTOR	

PERIOD TO: 7/25/2019

PROJECT NOS:

FROM CONTRACTOR:
Knife River

VIA ARCHITECT:

CONTRACT FOR:

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

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

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.


- 1. ORIGINAL CONTRACT SUM \$ 2,553,407.00
- 2. Net change by Change Orders \$ (68,666.00)
- 3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 2,484,741.00
- 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 1,261,831.20

- 5. RETAINAGE:
 - a. $\frac{5}{100}$ % of Completed Work \$ 63,091.62
 - (Column D + E on G703)
 - b. $\frac{0}{100}$ % of Stored Material \$ Included in above
 - (Column F on G703)
 - Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ 63,091.62

- 6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) \$ 1,198,739.58
- 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 1,080,193.51
- 8. CURRENT PAYMENT DUE \$ 118,546.07
- 9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 1,286,001.42

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month	\$0.00	(\$68,666.00)
TOTALS		(\$68,666.00)
NET CHANGES by Change Order		(\$68,666.00)

CONTRACTOR: Knife River

By:  Date: 7/25/2019

State of: _____ County of: _____
 Notary Public: _____ day of _____
 My Commission expires: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 118,546.07

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

ARCHITECT:  Date: 8/5/19

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



KNIFE RIVER CO.
Resub To:

Southern Idaho Division
5450 W. Gowen Road
Boise, ID 83709
Fax: (208)-362-6199

473766
BARBER VALLEY DEVELOPMENT CB
ATTN: DAVE POWELL
2447 S VISTA AVENUE
BOISE ID 83705

Customer:

Contract No:	30196003	Project No.	30196003	Invoice No.	11751
Job Description:					
DALLAS HARRIS ESTATES #9					
Invoice Date:	07/31/19	Appl No.	6	Adjust No.	
Bill From:	07/01/19	Bill To:	07/31/19	Cust Ref No.	473766

QTY	Description	Units	Rate	Amount	Material	Subcontract	Permit	Other	Total
220	Type "C" Surface Repair	812.00 SY	10.05	8,160.60	0.00	0.00	0.00	0.00	8,160.60
230	Alley Approach With 3/4" Road	4.00 EA	1,440.00	5,760.00	0.00	0.00	0.00	0.00	5,760.00
240	Standard 6" Vertical Curb & Gut	5,748.00 LF	15.60	89,497.80	0.00	0.00	0.00	0.00	89,497.80
250	3/4" Road Base For Curb & Gutt	128.00 CY	112.00	14,112.00	0.00	0.00	0.00	0.00	14,112.00
260	8" Concrete Sidewalk - 5" Thick	1,918.00 LF	21.85	41,908.30	0.00	0.00	0.00	0.00	41,908.30
270	3/4" Road Base For 6" Sidewalk	154.00 CY	89.65	10,725.10	0.00	0.00	0.00	0.00	10,725.10
280	15" Concrete Sidewalk 5" Thick	1,268.00 LF	54.00	68,472.00	0.00	0.00	0.00	0.00	68,472.00
290	3/4" Road Base For 15' Sidewalk	338.00 CY	60.15	20,330.70	0.00	0.00	0.00	0.00	20,330.70
300	Truncated Dornes	60.00 EA	180.00	10,800.00	0.00	0.00	0.00	0.00	10,800.00
310	Handicap Ramps	10.00 EA	600.00	6,000.00	0.00	0.00	0.00	0.00	6,000.00
320	12" SD Pipe	1,184.00 LF	32.90	38,953.60	1,184.00	0.00	0.00	0.00	38,953.60
330	15" SD Pipe	351.00 LF	49.00	17,199.00	351.00	0.00	0.00	0.00	17,199.00
340	18" SD Pipe	1,283.00 LF	52.45	67,293.35	1,283.00	0.00	0.00	0.00	67,293.35
350	12" End Section W/TR	5.00 EA	441.00	2,205.00	0.00	0.00	0.00	0.00	2,205.00
360	18" End Section W/TR	2.00 EA	713.00	1,426.00	0.00	0.00	0.00	0.00	1,426.00
370	Type I Catch Basin	10.00 EA	1,020.00	10,200.00	0.00	0.00	0.00	0.00	10,200.00
380	Diversion Box	2.00 EA	4,200.00	8,400.00	2.00	0.00	0.00	0.00	8,400.00
390	48" SD Manhole	13.00 EA	2,580.00	33,540.00	13.00	0.00	0.00	0.00	33,540.00



KNIFE RIVER CO.
 Remit To:
 Southern Idaho Division
 5450 W. Gowen Road
 Boise, ID 83709
 Fax: (208)-362-6199

473766
 BARBER VALLEY DEVELOPMENT - CB
 ATTN: DAVE POWELL
 2447 S VISTA AVENUE
 BOISE ID 83705

Customer:

Contract No: 30196003		Project No: 30196003		Invoice No: 11751	
Job Description					
DALLAS HARRIS ESTATES #9					
Invoice Date: 07/31/19		App'l No: 6		Adjust No.	
Bill From: 07/01/19		Bill To: 07/31/19		Cust Ref No: 473766	

Item No	Description	Units	Rate	Amount	Material	Subcontract	Other	Total	Unit Price	Material %	Subcontract %	Other %	Total %	Customer Ref No.
400	Construct New 48" SD Manhole to	1.00	EA	2,360.00	2,360.00	0.00	0.00	2,360.00	1.00	2,360.00	0.00	0.00	0.00	0.00
410	Inlet Protection Apron w/Oufa	1.00	EA	3,720.00	3,720.00	0.00	0.00	3,720.00	0.00	0.00	0.00	0.00	0.00	0.00
420	Overflow Weirs	1.00	LS	14,650.00	14,650.00	0.00	0.00	14,650.00	0.00	0.00	0.00	0.00	0.00	0.00
430	Rip Rap Pipe Inlet/Outlet Fret	8.00	SY	312.00	1,872.00	0.00	0.00	1,872.00	0.00	0.00	0.00	0.00	0.00	0.00
440	Remove Existing 48" SD Manhole	1.00	EA	293.00	293.00	0.00	0.00	293.00	1.00	293.00	0.00	0.00	0.00	0.00
450	Remove 12" SD and Grout Openin	155.00	LF	5.50	852.50	0.00	0.00	852.50	155.00	852.50	0.00	0.00	0.00	0.00
460	Remove 15" SD	160.00	LF	8.35	1,336.00	0.00	0.00	1,336.00	160.00	1,336.00	0.00	0.00	0.00	0.00
470	Construct 60" SD Manhole or	2.00	EA	445.00	890.00	0.00	0.00	890.00	2.00	890.00	0.00	0.00	0.00	0.00
480	Construct Drainage Ditch	930.00	LF	1.60	1,488.00	0.00	0.00	1,488.00	0.00	0.00	0.00	0.00	0.00	0.00
490	Construct Forebay	1.00	LS	9,050.00	9,050.00	0.00	0.00	9,050.00	0.00	0.00	0.00	0.00	0.00	0.00
500	Construct 14' SD Gravel Access	1.00	LS	45,110.00	45,110.00	0.00	0.00	45,110.00	0.00	0.00	0.00	0.00	0.00	0.00
510	Construct Primary Drainage Pond	1.00	LS	40,320.00	40,320.00	0.00	0.00	40,320.00	0.00	0.00	0.00	0.00	0.00	0.00
520	12" PVC Underdrain Pipe	53.00	LF	35.20	1,865.60	0.00	0.00	1,865.60	53.00	1,865.60	0.00	0.00	0.00	0.00
530	24" PVC Underdrain Pipe	942.00	LF	60.55	57,038.10	0.00	0.00	57,038.10	942.00	57,038.10	0.00	0.00	0.00	0.00
540	30" HDPE Underdrain Pipe	20.00	LF	74.20	1,484.00	0.00	0.00	1,484.00	20.00	1,484.00	0.00	0.00	0.00	0.00



KNIFE RIVER CO.
 Hermit Tz:
 Southern Idaho Division
 5450 W. Gower Road
 Boise, ID 83705
 Fax: (208)-362-6199

Customer:

473766
 BARBER VALLEY DEVELOPMENT - CB
 ATTN: DAVE POWELL
 2447 S VISTA AVENUE
 BOISE ID 83705

Contract Billing	
Contract No: 30196003	Invoice No. 11751
Project No. 30196003	
Job Description DALLAS HARRIS ESTATES #9	
Invoice Date: 07/31/19	Appl No. 6
Bill From: 07/01/19	Bill To: 07/31/19
Cust Ref No. 473766	

Item No.	Description	Units	Unit Price	Quantity	Amount	Rate	Amount	Rate	Amount	Rate	Amount	Rate
550	48" Underdrain Manhole	5.00 EA	2,870.00	5.00	14,350.00	5.00	14,350.00	0.00	0.00	0.00	0.00	0.00
560	Connect New 48" Underdrain Man	1.00 EA	2,360.00	1.00	2,360.00	1.00	2,360.00	0.00	0.00	0.00	0.00	0.00
570	60" Underdrain Manhole	1.00 EA	3,500.00	1.00	3,500.00	1.00	3,500.00	0.00	0.00	0.00	0.00	0.00
580	8" Sewer Pipe	2,384.00 LF	45.30	1,912.00	86,613.60	1,912.00	86,613.60	0.00	0.00	0.00	0.00	0.00
590	48" Sewer Manhole	10.00 EA	3,180.00	9.00	28,620.00	9.00	28,620.00	0.00	0.00	0.00	0.00	0.00
600	Connect Manhole to Exist Sewer	1.00 EA	4,200.00	1.00	4,200.00	1.00	4,200.00	0.00	0.00	0.00	0.00	0.00
610	Connect to Existing Manhole	1.00 EA	4,200.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
620	Modify Exist Manhole Channel	2.00 EA	568.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
630	Construct Sewer Gravel Access	1.00 LS	51,940.00	0.00%	0.00	0.00%	0.00	0.00%	0.00%	0.00%	0.00%	0.00%
635	4" Sanitary Sewer Connect on	34.00 EA	806.00	34.00	27,404.00	34.00	27,404.00	0.00	0.00	0.00	0.00	0.00
637	4" SS Pipe	1,180.00 LF	4.90	1,180.00	5,782.00	1,180.00	5,782.00	0.00	0.00	0.00	0.00	0.00
660	16" Water Pipe W/ Rest Joints	1,530.00 LF	96.90	635.00	61,531.50	635.00	61,531.50	0.00	0.00	0.00	0.00	0.00
670	16" Frittings	1.00 LS	22,560.00	10.00%	2,256.00	10.00%	2,256.00	0.00%	0.00%	0.00%	0.00%	0.00%
680	Connect to Existing 16"	1.00 EA	6,270.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
690	16" Butterfly Valve	3.00 EA	3,600.00	2.00	7,200.00	2.00	7,200.00	0.00	0.00	0.00	0.00	0.00
700	8" Water Pipe	1,335.00 LF	25.10	1,335.00	33,508.50	1,335.00	33,508.50	0.00	0.00	0.00	0.00	0.00
710	8" Gate Valve	6.00 EA	1,330.00	6.00	7,980.00	6.00	7,980.00	0.00	0.00	0.00	0.00	0.00



KNIFE RIVER CO.
 Remit To:
 Southern Idaho Division
 5450 W. Gowen Road
 Boise, ID 83709
 Fax: (208)-362-6199

473766
 BARBER VALLEY DEVELOPMENT C8
 ATTN: DAVE POWELL
 2447 S VISTA AVENUE
 BOISE ID 83705

Customer:

Contract No: 30196003	Project No: 30196003	Invoice No: 11751
Jab Description		
DALLAS HARRIS ESTATES #9		
Invoice Date: 07/31/19	Appl No: 6	Adjust No.
Bill From: 07/01/19	Bill To: 07/31/19	Cust Ref No. 473766

Item No	Description	Units	Rate	Amount	%	Balance	%	Balance	%	Balance	%
720	6" Fittings	1.00	LS	2,750.00	100.00	2,750.00	100.00	0.00	0.00	0.00	0.00
730	Connect to Existing 8"	3.00	EA	472.00	3.00	1,416.00	3.00	1,416.00	0.00	0.00	0.00
740	8"X2" Blow Off	2.00	EA	1,160.00	2.00	2,320.00	2.00	2,320.00	0.00	0.00	0.00
750	16"X2" Blow Off	1.00	EA	1,290.00	1.00	1,290.00	1.00	1,290.00	0.00	0.00	0.00
760	Fire Hydrant	5.00	EA	4,270.00	5.00	21,350.00	5.00	21,350.00	0.00	0.00	0.00
770	Water Access Road & Install Ga	1.00	LS	62,250.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
772	1" Dual Service	16.00	EA	1,290.00	16.00	20,640.00	16.00	20,640.00	0.00	0.00	0.00
774	2" Water Service	2.00	EA	3,440.00	2.00	6,880.00	2.00	6,880.00	0.00	0.00	0.00
776	6" Fire Service	2.00	EA	3,980.00	2.00	7,960.00	2.00	7,960.00	0.00	0.00	0.00
810	4" PI 1/2" In	4,306.00	LF	10.55	4,306.00	47,150.70	0.00	0.00	4,306.00	47,150.70	0.00
820	4" PI Gate Valve	27.00	EA	203.00	27.00	5,481.00	0.00	0.00	27.00	5,481.00	0.00
840	3" Irr Tap	6.00	EA	1,110.00	6.00	6,660.00	0.00	0.00	6.00	6,660.00	0.00
850	Mainline Drain	1.00	EA	950.00	1.00	950.00	0.00	0.00	1.00	950.00	0.00
860	PI Fittings	1.00	LS	16,860.00	1.00	16,860.00	0.00	0.00	1.00	16,860.00	0.00
870	8" Sleeve	543.00	LF	13.80	543.00	7,493.40	0.00	0.00	543.00	7,493.40	0.00
880	8" Sleeve	708.00	LF	9.10	708.00	6,442.80	0.00	0.00	708.00	6,442.80	0.00
890	2" Sleeve	205.00	LF	3.35	205.00	686.75	0.00	0.00	205.00	686.75	0.00
900	2-Wire Control Wire	4,306.00	LF	0.95	4,306.00	4,090.70	0.00	0.00	4,306.00	4,090.70	0.00
910	Connect to Existing PI Main	2.00	EA	944.00	2.00	1,888.00	0.00	0.00	2.00	1,888.00	0.00
920	Fine Irrigation	1.00	LS	25,310.00	0.00	0.00	0.00	0.00	1.00	25,310.00	0.00



KNIFE RIVER CO.
 Notice To:
 Southern Idaho Division
 5450 W. Gawen Road
 Boise, ID 83709
 Fax: (208)-362-6199

473766
 BARBER VALLEY DEVELOPMENT - CB
 ATTN: DAVE POWELL
 2447 S VISTA AVENUE
 BOISE ID 83705

Customer:

Contract No:	30196003	Project No:	30196003	Invoice No:	11751
Job Description: DALLAS HARRIS ESTATES #9					
Invoice Date:	07/31/19	Appl No:	6	Adjust No.	
Bill From:	07/01/19	Bill To:	07/31/19	Cust Ref No.	473766

Item No	Description	Units	Unit Price	Material	Subcontract	Other	Total	Rate	Rate	Rate	Rate
930	Hunter Pro Spray Pop-Up	1.00	EA	2,400.00	0.00	0.00	2,400.00	0.00	0.00	0.00	0.00
940	Hunter Remote Control Valving	1.00	EA	2,400.00	0.00	0.00	2,400.00	0.00	0.00	0.00	0.00
950	Amended Topsoil	237.00	CY	5,462.85	0.00	0.00	5,462.85	0.00	0.00	0.00	0.00
960	Lawn	15,076.00	SF	11,307.00	0.00	0.00	11,307.00	0.00	0.00	0.00	0.00
970	Trees	44.00	EA	540.00	0.00	0.00	540.00	0.00	0.00	0.00	0.00
980	Flowering Plants in Planter P	1.00	LS	11,370.00	0.00	0.00	11,370.00	0.00	0.00	0.00	0.00
990	Street Side Trash Receptacles	4.00	EA	2,090.00	0.00	0.00	2,090.00	0.00	0.00	0.00	0.00
1000	Street Signs	1.00	LS	3,130.00	0.00	0.00	3,130.00	0.00	0.00	0.00	0.00
1010	Type II Barricades	6.00	EA	360.00	0.00	0.00	360.00	0.00	0.00	0.00	0.00
1020	Type III Barricades	12.00	EA	480.00	0.00	0.00	480.00	0.00	0.00	0.00	0.00
1030	Street Lights 25'	3.00	EA	6,780.00	0.00	0.00	6,780.00	0.00	0.00	0.00	0.00
1040	Street Light Conduit	1,200.00	LF	8.50	0.00	0.00	10,200.00	0.00	0.00	0.00	0.00
1050	Benchmarks Along Haystack	8.00	EA	3,280.00	2.45	7,987.00	25,080.00	0.00	0.00	0.00	7,987.00
1080	Planter Pots Along Haystack	16.00	EA	1,290.00	0.00	0.00	22,240.00	0.00	0.00	0.00	2.45
1070	Tree Grates Along Haystack	16.00	EA	6,580.00	2.85	18,753.00	105,280.00	0.00	0.00	0.00	18,753.00
1080	Signs and Symbols	1.00	LS	2,370.00	0.00	0.00	2,370.00	0.00	0.00	0.00	0.00
1090	Prepare ACHD ESC Plan	1.00	LS	1,660.00	100.00	1,660.00	1,660.00	100.00	1,660.00	0.00	0.00
1100	Inlet Sediment Protection	14.00	EA	60.45	14.00	846.30	846.30	14.00	846.30	0.00	0.00
1110	Silt Fences	650.00	LF	2.40	850.00	1,560.00	1,560.00	850.00	1,560.00	0.00	0.00



KNIFE RIVER CO.

Plant: To:

Southern Idaho Division
5450 W. Gowen Road
Boise, ID 83709
Fax: (208)-362-6199

Customer:

473766
BARBER VALLEY DEVELOPMENT - CB
ATTN: DAVE POWELL
2447 S VISTA AVENUE
BOISE ID 83705

Contract No:	30196003	Project No.	30196003	Invoice No.	11751
Job Description					
DALLAS HARRIS ESTATES #9					
Invoice Date:	07/31/19	Appl No.	6	Adjust E/O.	
Bill From:	07/01/19	Bill To:	07/31/19	Cust Ref No.	473766

1120	1.00	LS	3,420.00	3,420.00	80.00 %	2,736.00	70.00 %	2,394.00	10.00 %	342.00
Inspect and Maintain BMP's										
001	CD	1.1	\$ 2,553,407.00	\$ 1,330,497.20		\$ 1,205,711.85		\$ 124,785.35		
			88,666.00-	88,666.00-	100.00 %	68,666.00-	100.00 %	68,666.00-	0.00 %	0.00
			\$ 68,666.00-	\$ 68,666.00-		\$ 68,666.00-		\$ 0.00		
			\$ 2,584,741.00	\$ 1,261,831.20		\$ 1,137,045.85		\$ 124,785.35		
			163,091.62)	156,662.34)		\$ 1,080,193.51		\$ 118,546.07		

ORIGINAL

REMOVE SERVICES

CO #1

Subtotal Amount:

RETN RETAINAGE

Total Invoice Amount:

Previous Invoices:	\$	1,080,193.51
Current Invoices:	\$	118,546.07
Total Amount Billed to Date:	\$	1,198,739.58
Total Payments Received to Date:	\$	(1,080,193.51)
Total Outstanding	\$	118,546.07

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

 Columbia Bank 621 12TH AVE. SOUTH
NAMPFA, ID 83851

34-827/1251

5621

8/9/2019

TO THE Knife River
ORDER OF

**118,546.07

One Hundred Eighteen Thousand Five Hundred Forty-Six and 07/100*****

DOLLARS

Knife River
5450 W. Gowen Rd.
Boise, Idaho 83709

MEMO TH #9 CID App. #6

⑈00562⑈

BARBER VALLEY DEVELOPMENT, INC.
Knife River

5621

Date	Type	Reference	Original Amt.	Balance Due	8/9/2019	Discount	Payment
8/9/2019	Bill		118,546.07	118,546.07			118,546.07
					Check Amount		118,546.07

Columbia/ICB- CHEC TH #9 CID App. #6

118,546.07

BARBER VALLEY DEVELOPMENT, INC.
Knife River

5621

Date	Type	Reference	Original Amt.	Balance Due	8/9/2019	Discount	Payment
8/9/2019	Bill		118,546.07	118,546.07			118,546.07
					Check Amount		118,546.07

Columbia/ICB- CHEC TH #9 CID App. #6

118,546.07

RECEIVED
8-30-19

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF PAGES

TO OWNER:
Barber Valley Development

PROJECT: DHE Townhomes #9 CID

APPLICATION NO: 7

Distribution to:	OWNER
	ARCHITECT
	CONTRACTOR

FROM CONTRACTOR:
Knife River

VIA ARCHITECT

PERIOD TO: 8/25/2019

PROJECT NOS:

CONTRACT FOR:

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

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

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.
\$ 1,311,424.42

1. ORIGINAL CONTRACT SUM	\$	2,553,407.00
2. Net change by Change Orders	\$	(68,666.00)
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	2,484,741.00
4. TOTAL COMPLETED & STORED TO DATE (Column 1 on G703)	\$	1,400,172.70
5. RETAINAGE:		
a. 5 % of Completed Work (Column D + E on G703)	\$	570,008.70
b. % of Stored Material (Column F on G703)	\$	Included in above
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	70,008.70
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	1,330,164.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	1,198,739.58
8. CURRENT PAYMENT DUE	\$	131,424.42
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	1,154,577.00

CONTRACTOR: Knife River

By: _____ Date: 8/25/2019

State of: _____ County of: _____
Subscribed and sworn to before me this _____ day of _____
Notary Public:
My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 131,424.42

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

ARCHITECT: _____ Date: 8/30/19

By: _____
This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		(\$68,666.00)
TOTALS	\$0.00	(\$68,666.00)
NET CHANGES by Change Order		(\$68,666.00)



KNIFE RIVER CO.
 Remit To:
 Southern Idaho Division
 6460 W. Gowen Road
 Boise, ID 83709
 Fax: (208)-382-6199

Contract Billing		
Contract No: 30196003	Project No. 30196003	Invoice No. 11836
Job Description DALLAS HARRIS ESTATES #9		
Invoice Date: 08/21/19	Appl No. 7	Adjust No.
Bill From: 08/01/19	Bill To: 08/21/19	Cost Ref No. 473766

Customer:

473788
 BARBER VALLEY DEVELOPMENT - CB
 ATTN: DAVE POWELL
 2447 S VISTA AVENUE
 BOISE ID 83706

C/O	Qty	Description	Units	Unit Price	Extension	Total	Precedence	Priority	Current	Current
	220	Type "C" Surface Repair	812.00 SY	10.06	8,160.60	0.00	0.00	0.00	0.00	0.00
	230	Alley Approach Wid: 3/4" Road	4.00 EA	1,740.00	6,960.00	0.00	0.00	0.00	0.00	0.00
	240	Standard 8" Vertical Curb & Gutter	3,748.00 LF	15.90	59,593.20	0.00	0.00	0.00	0.00	0.00
	250	3/4" Road Base For Curb & Gutter	128.00 CY	112.00	14,336.00	0.00	0.00	0.00	0.00	0.00
	260	6" Concrete Sidewalk - 5' Thick	1,918.00 LF	21.85	41,909.30	0.00	0.00	0.00	0.00	0.00
	270	3/4" Road Base For 6' Sidewalk	164.00 CY	69.65	11,424.60	0.00	0.00	0.00	0.00	0.00
	280	15' Concrete Sidewalk 5' Thick	1,268.00 LF	64.00	81,152.00	0.00	0.00	0.00	0.00	0.00
	290	3/4" Road Base For 15' Sidewalk	330.00 CY	60.15	19,849.50	0.00	0.00	0.00	0.00	0.00
	300	Truncated Domes	60.00 EA	160.00	9,600.00	0.00	0.00	0.00	0.00	0.00
	310	Handicap Ramps	10.00 EA	600.00	6,000.00	0.00	0.00	0.00	0.00	0.00
	320	12" SD Pipe	1,184.00 LF	32.80	38,853.12	1,184.00	38,953.00	1,184.00	38,953.00	0.00
	330	16" SD Pipe	351.00 LF	49.00	17,199.00	351.00	17,199.00	351.00	17,199.00	0.00
	340	18" SD Pipe	1,283.00 LF	52.45	67,293.35	1,283.00	67,293.35	1,283.00	67,293.35	0.00
	350	12" End Section W/TR	5.00 EA	441.00	2,205.00	0.00	0.00	0.00	0.00	0.00
	360	18" End Section W/TR	2.00 EA	713.00	1,426.00	0.00	0.00	0.00	0.00	0.00
	370	Type I Catch Basin	10.00 EA	1,020.00	10,200.00	0.00	0.00	0.00	0.00	0.00
	380	Diversion Box	2.00 EA	4,200.00	8,400.00	2.00	8,400.00	2.00	8,400.00	0.00
	390	48" SD Manhole	13.00 EA	2,680.00	34,840.00	13.00	33,540.00	13.00	33,540.00	0.00



KNIFE RIVER CO.
Remit To:
Southern Idaho Division
5450 W. Gowen Road
Boise, ID 83709
Fax: (208)-362-8199

Customer:

473788
BARBER VALLEY DEVELOPMENT - CB
ATTN: DAVE POWELL
2447 S VISTA AVENUE
BOISE ID 83706

Contract No. 30196003	Project No. 30196003	Invoice No. 11836
Job Description DALLAS HARRIS ESTATES #9		
Invoice Date: 08/21/19	Appl No. 7	Adjust No.
Bill From: 08/01/19	Bill To: 08/21/19	Cust Ref No. 473766

C/O	Bill Item	Description	Units	Unit	Unit Price	Extended	Total Units to Date	Total Billing	Previous Units To Date	Previous Billing	Current Units	Current Billing
	400	Connect New 48" SD Manhole to	1.00	EA	2,360.00	2,360.00	1.00	2,360.00	1.00	2,360.00	0.00	0.00
	410	Inlet Protection Apron W/Drift	1.00	EA	3,720.00	3,720.00	0.00	0.00	0.00	0.00	0.00	0.00
	420	Overflow Walls	1.00	LS	14,850.00	14,850.00	0.00 %	0.00	0.00 %	0.00	0.00 %	0.00
	430	Rip Rap Pipe Inlet/Outlet Prot	0.00	SY	312.00	1,872.00	0.00	0.00	0.00	0.00	0.00	0.00
	440	Remove Existing 40" SD Manhole	1.00	EA	293.00	293.00	1.00	293.00	1.00	293.00	0.00	0.00
	460	Remove 12" SD and Grout Openin	156.00	LF	5.50	852.50	156.00	852.50	156.00	852.50	0.00	0.00
	480	Remove 15" SD	100.00	LF	8.35	1,335.00	100.00	1,335.00	100.00	1,335.00	0.00	0.00
	470	Corefill Exist SD Manhole or	2.00	EA	445.00	890.00	2.00	890.00	2.00	890.00	0.00	0.00
	480	Construct Drainage Ditch	890.00	LF	1.80	1,488.00	0.00	0.00	0.00	0.00	0.00	0.00
	490	Construct Forebay	1.00	LS	9,050.00	9,050.00	0.00 %	0.00	0.00 %	0.00	0.00 %	0.00
	600	Construct 14" SD Gravel Access	1.00	LS	45,110.00	45,110.00	0.00 %	0.00	0.00 %	0.00	0.00 %	0.00
	610	Construct Primary Drainage Pond	1.00	LS	40,320.00	40,320.00	0.00 %	0.00	0.00 %	0.00	0.00 %	0.00
	620	12" PVC Underdrain Pipe	53.00	LF	36.20	1,868.60	53.00	1,868.60	53.00	1,868.60	0.00	0.00
	630	24" PVC Underdrain Pipe	842.00	LF	80.66	67,938.10	842.00	67,938.10	842.00	67,938.10	0.00	0.00
	640	30" HDPP Underdrain Pipe	20.00	LF	74.20	1,484.00	20.00	1,484.00	20.00	1,484.00	0.00	0.00



KNIFE RIVER CO.
Remit To:
Southern Idaho Division
5450 W. Gowen Road
Boise, ID 83709
Fax: (208)-362-0199

Contract Billing		
Contract No: 30198003	Project No. 30198003	Invoice No. 11838
Job Description DALLAS HARRIS ESTATES #9		
Invoice Date: 08/21/19	Appl No. 7	Adjust No.
Bill From: 08/01/19	Bill To: 08/21/19	Cust Ref No. 473766

Customer:

473766
BARBER VALLEY DEVELOPMENT - CB
ATTN: DAVE POWELL
2447 S VISTA AVENUE
BOISE ID 83705

C/O	Item	Description	Qty	Unit	Unit Price	Extension	Total Units	Total Billing	Previous Billing Date	Previous Billing	Current Units	Current Billing
	950	18" Underdrain Manhole	5.00	EA	2,870.00	14,360.00	5.00	14,360.00	5.00	14,360.00	0.00	0.00
	900	Connect New 48" Underdrain Man	1.00	EA	2,380.00	2,380.00	1.00	2,380.00	1.00	2,380.00	0.00	0.00
	970	80" Underdrain Manhole	1.00	EA	3,500.00	3,500.00	1.00	3,500.00	1.00	3,500.00	0.00	0.00
	980	8" Sewer Pipe	2,384.00	LF	45.30	107,096.20	1,012.00	88,613.80	1,912.00	88,613.80	0.00	0.00
	990	48" Sewer Manhole	10.00	EA	3,180.00	31,800.00	9.00	28,820.00	9.00	28,820.00	0.00	0.00
	800	Connect Manhole to Exisit Sower	1.00	EA	4,200.00	4,200.00	1.00	4,200.00	1.00	4,200.00	0.00	0.00
	810	Connect to Existing Manhole	1.00	EA	4,200.00	4,200.00	0.00	0.00	0.00	0.00	0.00	0.00
	820	Modify Exisit Manhole Channel	2.00	EA	580.00	1,136.00	0.00	0.00	0.00	0.00	0.00	0.00
	830	Construct Sewer Gravel Access	1.00	LS	61,840.00	61,840.00	0.00 %	0.00	0.00 %	0.00	0.00 %	0.00
	835	4" Sanitary Sewer Connection	34.00	EA	808.00	27,404.00	34.00	27,404.00	34.00	27,404.00	0.00	0.00
	837	4" SS Pipe	1,180.00	LF	4.80	5,782.00	1,180.00	5,782.00	1,180.00	5,782.00	0.00	0.00
	800	18" Water Pipe W/ Rest Joints	1,530.00	LF	88.00	148,257.00	1,530.00	148,257.00	838.00	81,631.50	895.00	88,725.50 ✓
	870	18" Fittings	1.00	LS	22,560.00	22,560.00	100.00 %	22,560.00	10.00 %	2,256.00	80.00 %	20,304.00 ✓
	880	Connect to Existing 18"	1.00	EA	6,270.00	6,270.00	1.00	6,270.00	0.00	0.00	1.00	6,270.00 ✓
	880	18" Butterfly Valve	3.00	EA	3,600.00	10,800.00	3.00	10,800.00	2.00	7,200.00	1.00	3,600.00 ✓
	700	8" Water Pipe	1,335.00	LF	25.10	33,508.50	1,335.00	33,508.50	1,335.00	33,508.50	0.00	0.00
	710	8" Gate Valve	8.00	EA	1,330.00	7,080.00	0.00	7,080.00	8.00	7,880.00	0.00	0.00



KNIFE RIVER CO.
Remit To:
Southern Idaho Division
5450 W. Gowan Road
Boise, ID 83709
Fax: (208) 382-6199

Customer:

473766
BARBER VALLEY DEVELOPMENT CB
ATTN: DAVE POWELL
2447 S VISTA AVENUE
BOISE ID 83705

Contract Billing		
Contract No: 30196003	Project No. 30196003	Invoice No. 11836
Job Description DALLAS HARRIS ESTATES #9		
Invoice Date: 08/21/19	Appl No. 7	Adjust No.
Bill From: 08/01/19	Bill To: 08/21/19	Cust Ref No. 473766

Q/O	Bill Item	Description	Units	Qty	Unit Price	Extension	Total Units To Date	Total Billing	Product Units To Bill	Product Billing	Current Units	Current Billing
740	0" Fittings		1.00	LS	2,760.00	2,760.00	100.00 %	2,750.00	100.00 %	2,760.00	0.00 %	0.00
730	Connect to Existing 8"		3.00	EA	472.00	1,416.00	3.00	1,416.00	3.00	1,416.00	0.00	0.00
740	8"X2" Blow Off		2.00	EA	1,150.00	2,320.00	2.00	2,320.00	2.00	2,320.00	0.00	0.00
760	10"X2" Blow Off		1.00	EA	1,280.00	1,280.00	1.00	1,280.00	1.00	1,280.00	0.00	0.00
780	Fire Hydrant		5.00	EA	4,270.00	21,350.00	5.00	21,350.00	5.00	21,350.00	0.00	0.00
770	Water Access Road & Install On		1.00	LS	82,250.00	82,250.00	0.00 %	0.00	0.00 %	0.00	0.00 %	0.00
772	1" Dual Service		18.00	EA	1,280.00	20,640.00	18.00	20,640.00	18.00	20,640.00	0.00	0.00
774	2" Water Service		2.00	EA	3,440.00	6,880.00	2.00	6,880.00	2.00	6,880.00	0.00	0.00
778	0" Fire Service		2.00	EA	3,980.00	7,960.00	2.00	7,960.00	2.00	7,960.00	0.00	0.00
810	4" PI Main		4,308.00	LF	10.95	47,150.70	4,308.00	47,150.70	4,308.00	47,150.70	0.00	0.00
820	4" PI Gate Valve		27.00	EA	203.00	5,481.00	27.00	5,481.00	27.00	5,481.00	0.00	0.00
840	3" In Tap		8.00	EA	1,110.00	8,880.00	0.00	8,880.00	8.00	8,880.00	0.00	0.00
880	Mainline Drain		1.00	EA	950.00	950.00	1.00	950.00	1.00	950.00	0.00	0.00
860	PI Fittings		1.00	LS	18,880.00	18,880.00	100.00 %	18,880.00	100.00 %	18,880.00	0.00 %	0.00
870	8" Sleeve		543.00	LF	13.80	7,493.40	543.00	7,493.40	543.00	7,493.40	0.00	0.00
880	8" Sleeve		708.00	LF	9.10	6,442.80	708.00	6,442.80	708.00	6,442.80	0.00	0.00
880	2" Sleeve		205.00	LF	3.38	688.75	205.00	688.75	205.00	688.75	0.00	0.00
800	2-Wire Control Wire		4,306.00	LF	0.85	4,090.70	4,306.00	4,090.70	4,306.00	4,090.70	0.00	0.00
810	Connect to Existing PI Main		2.00	EA	944.00	1,888.00	2.00	1,888.00	2.00	1,888.00	0.00	0.00
820	Fine Irrigation		1.00	LS	25,310.00	25,310.00	0.00 %	0.00	0.00 %	0.00	0.00 %	0.00



KNIFE RIVER CO.
 Remit To:
 Southern Idaho Division
 5450 W. Gowen Road
 Boise, ID 83709
 Fax: (208)-862-6199

Contract Billing		
Contract No: 30196003	Project No. 30196003	Invoice No. 11836
Job Description DALLAS HARRIS ESTATES #8		
Invoice Date: 08/21/19	Appl No. 7	Adjust No.
Bill From: 08/01/19	Bill To: 08/21/19	Cust Ref No. 473766

Customer:

473766
 BARBER VALLEY DEVELOPMENT - CB
 ATTN: DAVE POWELL
 2447 S VISTA AVENUE
 BOISE ID 83706

C/O	Unit	Description	Unit	U/M	Unit Price	Contract	Total Units To Date	Total Billing	Previous Units To Date	Previous Billing	Current Units	Current Billing
	1.00	Hunter Pro Spray Pop-Up	EA	2,400.00	2,400.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	1.00	Hunter Namote Control Valving	EA	2,400.00	2,400.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	237.00	Amended Topsoil	CY	23.00	5,462.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	15,070.00	Lawn	SF	0.75	11,302.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	14.00	Trees	EA	1,571.43	22,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	1.00	Flowering Planters in Planter P	LS	11,370.00	11,370.00	0.00 %	0.00	0.00 %	0.00	0.00 %	0.00	0.00
	4.00	Street Side Trash Receptacles	EA	2,090.00	8,360.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	1.00	Street Signs	LS	3,130.00	3,130.00	0.00 %	0.00	0.00 %	0.00	0.00 %	0.00	0.00
	0.00	Type II Berricades	EA	360.00	2,160.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	12.00	Type III Berricades	EA	480.00	5,760.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	3.00	Street Lights 25'	EA	6,780.00	20,340.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	1,200.00	Street Light Conduit	LF	8.40	10,080.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	8.00	Benches Along Haystack	EA	3,200.00	25,600.00	2.46	7,887.00	2.46	7,887.00	0.00	0.00	0.00
	18.00	Hunter Poles Along Haystack	EA	1,380.00	24,840.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	18.00	Tree Grates Along Haystack	EA	5,580.00	100,440.00	2.88	16,753.00	2.88	16,753.00	0.00	0.00	0.00
	1.00	Stripes and Symbols	LS	2,370.00	2,370.00	0.00 %	0.00	0.00 %	0.00	0.00 %	0.00	0.00
	1.00	Prepare ACHD EDC Plan	LS	1,880.00	1,880.00	100.00 %	1,880.00	100.00 %	1,880.00	0.00 %	0.00	0.00
	14.00	Inlet Sediment Protection	EA	60.45	846.30	14.00	846.30	14.00	846.30	0.00	0.00	0.00
	880.00	Blk Fence	LF	2.40	2,112.00	0.00	1,580.00	0.00	1,580.00	0.00	0.00	0.00



KNIFE RIVER CO.
Remit To:
Southern Idaho Division
5460 W. Gowen Road
Boise, ID 83709
Fax: (208)-382-6199

Contract Billing		
Contract No: 30196003	Project No. 30196003	Invoice No. 11833
Job Description DALLAS HARRIS ESTATES #B		
Invoice Date: 08/21/19	Appl No. 7	Adjust No.
Bill From: 08/01/19	Bill To: 08/21/19	Cost Ref No. 473766

Customer:

473766
BARBER VALLEY DEVELOPMENT - CB
ATTN: DAVE POWELL
2447 S VISTA AVENUE
BOISE ID 83706

G/O	Unit	Description	Units	UM	Unit Price	Extension	Total Units To Date	Total Billing	Previous Billing Date	Previous Billing	Current Date	Current Billing
1120		Inspect and Maintain BMP's	1.00	LS	3,420.00	3,420.00	80.00 %	3,078.00	00.00 %	2,738.00	10.00 %	342.00
		ORIGINAL			\$ 2,653,407.00	\$ 1,488,838.70		\$ 1,330,497.20		\$ 138,341.60		
CO1	CO 1.1	REMOVE SERVICES	1.00	LB	88,866.00	88,866.00	100.00 %	88,866.00	100.00 %	88,866.00	0.00 %	0.00
		CO #1			\$ 68,866.00	\$ 88,866.00		\$ 68,866.00		\$ 0.00		
		Subtotal Amount:			\$ 2,484,741.00	\$ 1,400,172.70		\$ 1,281,831.20		\$ 138,341.60		
NETN		RETAINAGE				(70,000.70)				(83,091.82)		
		Total Invoice Amount:				\$ 1,330,164.00		\$ 1,198,739.88		\$ 131,424.42		

Previous Invoices:	\$	1,198,739.88
Current Invoices:	\$	131,424.42
Total Amount Billed to Date:	\$	1,330,164.00
Total Payments Received to Date:	\$	(1,080,193.51)
Total Outstanding	\$	249,870.49

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

 Columbia Bank 621 12TH AVE. SOUTH
NAMPA, ID 83851

5666

34-827/1261

9/11/2019

PAY TO THE ORDER OF Knife River

**131,424.42

One Hundred Thirty-One Thousand Four Hundred Twenty-Four and 42/100 *****
DOLLARS

Knife River
5450 W. Gowen Rd.
Boise, Idaho 83709



MEMO TH #9 CID App #7

⑈005666⑈

BARBER VALLEY DEVELOPMENT, INC.
Knife River

5666

Date	Type	Reference	Original Amt.	Balance Due	9/11/2019 Discount	Payment
9/10/2019	Bill		131,424.42	131,424.42		131,424.42
					Check Amount	131,424.42

Columbia/ICB- CHEC TH #9 CID App #7 131,424.42

BARBER VALLEY DEVELOPMENT, INC.
Knife River

5666

Date	Type	Reference	Original Amt.	Balance Due	9/11/2019 Discount	Payment
9/10/2019	Bill		131,424.42	131,424.42		131,424.42
					Check Amount	131,424.42

Columbia/ICB- CHEC TH #9 CID App #7 131,424.42

APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER:

Barber Valley Development

AIA DOCUMENT G702

PAGE ONE OF

PAGES

PROJECT: DHE Townhomes #9 CID

8

APPLICATION NO:

Distribution to:

OWNER
ARCHITECT
CONTRACTOR

FROM CONTRACTOR:

Knife River

VIA ARCHITECT

PERIOD TO: 9/25/2019

PROJECT NOS:

CONTRACT FOR:

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

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

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

1. ORIGINAL CONTRACT SUM \$ 2,533,407.00
2. Net change by Change Orders \$ 80,560.47
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 2,633,967.47
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 1,824,255.67

5. RETAINAGE:

- a. $\frac{5}{100}$ % of Completed Work \$ 91,212.86
(Column D + E on G703)
- b. $\frac{0}{100}$ % of Stored Material \$ Included in above
(Column F on G703)

Total Retainage (Lines 5a + 5b or

6. TOTAL EARNED LESS RETAINAGE \$ 91,212.86
(Line 4 Less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE \$ 1,330,164.00

9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)

9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ 900,924.66

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		(\$88,566.90)
Total approved this Month	\$149,226.47	
TOTALS	\$149,226.47	(\$88,566.00)
NET CHANGES by Change Order	\$80,560.47	

AIA DOCUMENT G702 - APPLICATION AND CERTIFICATION FOR PAYMENT - 1992 EDITION AIA G702

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-3282

Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

By: [Signature] Date: 9/25/2019

State of: _____ County of: _____

Subscribed and sworn to before me this _____ day of _____

Notary Public:

My Commission expires: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 402,878.81

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

ARCHITECT:

By: [Signature]

Date: 10-30-19

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



KNIFE RIVER CO.
Remit To:

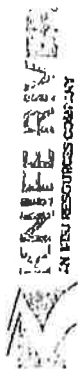
Southern Idaho Division
5450 W. Gowen Road
Boise, ID 83709
Fax: (208)-362-6199

Customer:

473766
BARBER VALLEY DEVELOPMENT CB
ATTN: DAVE POWELL
2447 S VISTA AVENUE
BOISE ID 83705

Contract No. 30196003	Project No. 30196003	Invoice No. 12075
Job Description DALLAS HARRIS ESTATES #9		
Invoice Date: 10/24/19	Appl No. 8	Adjust No.
Bill From: 10/01/19	Bill To: 10/24/19	Cust Ref No. 473766

CO	Qty	Description	Units	Unit Price	Subtotal	Sales Tax	Total	Previous	Current	Adjust	
								Units	Units		
10	1.00	Mobilization	LS	150,570.00	150,570.00	80.00%	120,456.00	75.00%	112,927.50	5.00%	7,528.50
20	1.00	Ends	LS	11,130.00	11,130.00	100.00%	11,130.00	100.00%	11,130.00	0.00%	0.00
30	1.00	Insurance	LS	1,590.00	1,590.00	100.00%	1,590.00	100.00%	1,590.00	0.00%	0.00
40	1.00	Traffic Control	LS	7,200.00	7,200.00	100.00%	7,200.00	100.00%	7,200.00	0.00%	0.00
50	7.00	Clear and Grub	AC	2,440.00	17,080.00	7.00%	17,080.00	7.00%	17,080.00	0.00%	0.00
60	11,650.00	Topsoil - Strip/Stockpile	CY	4.05	47,182.50	11,650.00%	47,182.50	11,650.00%	47,182.50	0.00%	0.00
70	7,254.00	Trench Backfill / Borrow (Oasi)	CY	15.00	108,810.00	7,254.00%	108,810.00	6,550.00%	37,500.00	754.00%	11,310.00
80	40,500.00	Mass Excavation and Embankment	CY	7.50	303,750.00	40,500.00%	303,750.00	40,500.00%	303,750.00	0.00%	0.00
100	1.00	Over Ex & Recompact Exist Drai	LS	20,309.80	20,309.80	100.00%	20,309.80	100.00%	20,309.80	0.00%	0.00
110	1.00	Relocate Rocks from Concrete	LS	3,960.00	3,960.00	100.00%	3,960.00	100.00%	3,960.00	0.00%	0.00
120	1.00	Abandon Eder Well & Remove P	LS	3,900.00	3,900.00	0.00%	0.00	0.00%	0.00	0.00%	0.00
130	2,900.00	Fence Removal	LF	0.85	2,465.00	2,900.00%	2,465.00	2,900.00%	2,465.00	0.00%	0.00
140	1,450.00	New Fence	LF	7.20	10,440.00	1,450.00%	10,440.00	1,450.00%	10,440.00	0.00%	0.00
160	14,500.00	Road & Sidewalk Subgrade Prep	SY	0.85	12,325.00	10,000.00%	8,500.00	4,000.00%	3,400.00	6,000.00%	5,100.00
170	3,692.00	6" Minus Subbase	CY	25.65	94,699.80	3,692.00%	94,699.80	0.00%	0.00	3,692.00%	94,699.80
180	945.00	3/4" Road Base	CY	38.85	36,713.25	500.00%	19,425.00	0.00%	0.00	500.00%	19,425.00
190	5,700.00	2.5" Asphalt	SY	10.20	58,140.00	0.00%	0.00	0.00%	0.00	0.00%	0.00
200	1,960.00	3" Asphalt	SY	12.25	24,010.00	0.00%	0.00	0.00%	0.00	0.00%	0.00
210	368.00	Type "P" Asphalt Repair	SY	78.75	28,980.00	368.00%	28,980.00	0.00%	0.00	368.00%	28,980.00



KNIFE RIVER CO.
Remit To:
Southern Idaho Division
5450 W. Gowen Road
Boise, ID 83709
Fax: (208) 362-6199

Customer:
473766
BARBER VALLEY DEVELOPMENT CB
ATTN: DAVE POWELL
2447 S VISTA AVENUE
BOISE ID 83705

Contract No:	30196003	Project No.	30196003	Invoice No.	12075
Job's Description: DALLAS HARRIS ESTATES #9					
Invoice Date:	10/24/19	Appl No.	8	Adjust No.	
Bill From:	10/01/19	Bill To:	10/24/19	Cust Ref No.	473766

Qty	Description	Units	Unit Price	Ext	Total Billed	Previous Billing	Current Billing	Current Balance	Customer Billing
220	Type "C" Surface Repair	812.00 SY	10.05	8,160.60	0.00	0.00	0.00	0.00	0.00
230	Alley Approach With 3/4" Road	4.00 EA	1,440.00	5,760.00	0.00	0.00	0.00	0.00	0.00
240	Standard 6" Vertical Curb & Gutter	3,746.00 LF	15.60	58,437.60	0.00	0.00	0.00	0.00	0.00
250	3/4" Road Base For Curb & Gutter	126.00 CY	112.00	14,112.00	0.00	0.00	0.00	0.00	0.00
260	6" Concrete Sidewalk - 5' Thick	154.00 CY	21.85	41,908.30	0.00	0.00	0.00	0.00	0.00
270	3/4" Road Base For 6" Sidewalk	154.00 CY	89.65	13,806.10	154.00	10,726.10	0.00	154.00	10,726.10
280	15" Concrete Sidewalk 5" Thick	1,268.00 LF	54.00	68,472.00	0.00	0.00	0.00	0.00	0.00
290	3/4" Road Base For 15" Sidewalk	338.00 CY	60.15	20,330.70	0.00	0.00	0.00	0.00	0.00
300	Truncated Domes	60.00 EA	180.00	10,800.00	0.00	0.00	0.00	0.00	0.00
310	Handicap Ramps	10.00 EA	600.00	6,000.00	0.00	0.00	0.00	0.00	0.00
320	12" SD Pipe	1,184.00 LF	32.50	38,553.60	1,184.00	38,553.60	0.00	0.00	0.00
330	15" SD Pipe	351.00 LF	49.00	17,199.00	351.00	17,199.00	0.00	0.00	0.00
340	18" SD Pipe	1,283.00 LF	52.45	67,293.35	1,283.00	67,293.35	0.00	0.00	0.00
350	12" End Section W/TR	5.00 EA	441.00	2,205.00	0.00	0.00	0.00	0.00	0.00
360	18" End Section W/TR	2.00 EA	713.00	1,426.00	0.00	0.00	0.00	0.00	0.00
370	Type I Catch Basin	10.00 EA	1,020.00	10,200.00	0.00	0.00	0.00	0.00	0.00
380	Diversion Box	2.00 EA	4,200.00	8,400.00	2.00	8,400.00	0.00	0.00	0.00
390	48" SD Manhole	13.00 EA	2,580.00	33,540.00	13.00	33,540.00	0.00	0.00	0.00



KNIFE RIVER CO.
Remit To:

Southern Idaho Division
5450 W. Gowen Road
Boise, ID 83709
Fax: (208)-362-6199

Customer:

473766
BARBER VALLEY DEVELOPMENT - CB
ATTN: DAVE POWELL
2447 S VISTA AVENUE
BOISE ID 83705

Contract No: 30196003	Project No. 30196003	Invoice No. 12075
Job Description: DALLAS HARRIS ESTATES #9		
Invoice Date: 10/24/19	Appl No. 8	Adjust No.
Bill From: 10/01/19	Bill To: 10/24/19	Cust Ref No. 473766

QTY	UNIT	Description	Units	Ext	Total Units For Water	Total Units To Drain	Previous Units To Drain	Residual Units To Drain	Current Units	Current Sales
400	EA	Connect New 48" SD Manhole to	1.00	2,360.00	1.00	2,360.00	1.00	2,360.00	0.00	0.00
410	EA	Inlet Protection Apron w/O-rifs	1.00	3,720.00	0.00	0.00	0.00	0.00	0.00	0.00
420	LS	Overflow Weirs	1.00	14,850.00	0.00	0.00	0.00	0.00	0.00	0.00
430	SY	Rip Rap Pipe Inlet/Outlet Prot	6.00	312.00	0.00	0.00	0.00	0.00	0.00	0.00
440	EA	Remove Existing 48" SD Manhole	1.00	293.00	1.00	293.00	1.00	293.00	0.00	0.00
450	LF	Remove 12" SD and Grout Openin	155.00	852.50	155.00	852.50	155.00	852.50	0.00	0.00
460	LF	Remove 15" SD	8.35	1,336.00	160.00	1,336.00	160.00	1,336.00	0.00	0.00
470	EA	Corerfill Exist SD Manhole cr	2.00	890.00	2.00	890.00	2.00	890.00	0.00	0.00
480	LF	Construct Drainage Ditch	930.00	1,488.00	0.00	0.00	0.00	0.00	0.00	0.00
490	LS	Construct Forebay	1.00	9,050.00	0.00	0.00	0.00	0.00	0.00	0.00
500	LS	Construct 14" SD Gravel Access	1.00	45,110.00	0.00	0.00	0.00	0.00	0.00	0.00
510	LS	Construct Primary Drainage Pond	1.00	40,320.00	50.00	20,160.00	0.00	0.00	50.00	20,160.00
520	LF	12" PVC Underdrain Pipe	53.00	1,865.60	53.00	1,865.60	53.00	1,865.60	0.00	0.00
530	LF	24" PVC Underdrain Pipe	942.00	57,038.10	942.00	57,038.10	942.00	57,038.10	0.00	0.00
540	LF	30" HDPP Underdrain Pipe	20.00	1,484.00	20.00	1,484.00	20.00	1,484.00	0.00	0.00



KNIFE RIVER CO.
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 Boise, ID 83709
 Fax: (208)-362-6199

473766
 BARBER VALLEY DEVELOPMENT CB
 ATTN: DAVE POWELL
 2447 S VISTA AVENUE
 BOISE ID 83705

Customer:

Contract No. 30196003		Project No. 30196003		Invoice No. 12075	
Job Description DALLAS HARRIS ESTATES #S					
Invoice Date: 10/24/19		Appl No. 8		Adjust Iso.	
Bill From: 10/01/19		Bill To: 10/24/19		Cust Ref No. 473766	

CD	Bill Item	Description	Units	Use	Est. Cost	Extension	Total Units To Date	Total Billing	Previous Billing	Current Units	Current Billing
550	48" Underdrain Manhole		5.00	EA	2,870.00	14,350.00	5.00	14,350.00	14,350.00	0.00	0.00
560	Connect New 48" Underdrain Man		1.00	EA	2,360.00	2,360.00	1.00	2,360.00	2,360.00	0.00	0.00
570	60" Underdrain Manhole		1.00	EA	3,500.00	3,500.00	1.00	3,500.00	3,500.00	0.00	0.00
580	8" Sewer Pipe		2,364.00	LF	45.30	107,995.20	2,364.00	107,995.20	86,613.60	472.00	21,381.60
590	48" Sewer Manhole		10.00	EA	3,180.00	31,800.00	10.00	31,800.00	29,620.00	1.00	3,180.00
600	Connect Manhole to Exist Sewer		1.00	EA	4,200.00	4,200.00	1.00	4,200.00	4,200.00	0.00	0.00
610	Connect to Existing Manhole		1.00	EA	4,200.00	4,200.00	1.00	4,200.00	0.00	1.00	4,200.00
620	Modify Exist Manhole Channel		2.00	EA	568.00	1,136.00	2.00	1,136.00	0.00	2.00	1,136.00
630	Construct Sewer Gravel Access		1.00	LS	51,940.00	51,940.00	0.00	0.00	0.00	0.00	0.00
635	4" Sanitary Sewer Connect		34.00	EA	806.00	27,404.00	34.00	27,404.00	27,404.00	0.00	0.00
637	4" SS Pipe		1,180.00	LF	4.90	5,782.00	1,180.00	5,782.00	5,782.00	0.00	0.00
660	16" Water Pipe W/ Rest Joints		1,530.00	LF	96.90	148,257.00	1,530.00	148,257.00	148,257.00	0.00	0.00
670	16" Fittings		1.00	LS	22,560.00	22,560.00	100.00	22,560.00	22,560.00	0.00	0.00
680	Connect to Existing 16"		1.00	EA	6,270.00	6,270.00	1.00	6,270.00	6,270.00	0.00	0.00
690	16" Butterfly Valve		3.00	EA	3,600.00	10,800.00	3.00	10,800.00	10,800.00	0.00	0.00
700	8" Water Pipe		1,335.00	LF	25.70	33,508.50	1,335.00	33,508.50	33,508.50	0.00	0.00
710	8" Gate Valve		6.00	EA	1,330.00	7,980.00	6.00	7,980.00	7,980.00	0.00	0.00



KAWIFE RIVER CO.
 Boise, ID
 Southern Idaho Division
 5450 W. Gowen Road
 Boise, ID 83709
 Fax: (208)-362-6199

Customer:

473766
 BARBER VALLEY DEVELOPMENT - CB
 ATTN: DAVE POWELL
 2447 S VISTA AVENUE
 BOISE ID 83705

Contract No. 30196003		Project No. 30196003		Invoice No. 12075	
Job Description DALLAS HARRIS ESTATES #9					
Invoice Date: 10/24/19		Appf No. 8		Adjust No.	
Bill From: 10/01/19		Bill To: 10/24/19		Cust Ref No. 473766	

QTY	Unit Price	Units	Unit Price	Ext	Ext %	Units to Date	Total Billed	Previous Units to Date	Discont Units	Current Billing
720	1.00	LS	2,750.00	2,750.00	100.00 %	100.00 %	2,750.00	2,750.00	0.00 %	0.00
730	3.00	EA	472.00	1,416.00	3.00	3.00	1,416.00	1,416.00	0.00 %	0.00
740	2.00	EA	1,160.00	2,320.00	2.00	2.00	2,320.00	2,320.00	0.00 %	0.00
750	1.00	EA	1,290.00	1,290.00	1.00	1.00	1,290.00	1,290.00	0.00 %	0.00
760	5.00	EA	4,270.00	21,350.00	5.00	5.00	21,350.00	21,350.00	0.00 %	0.00
770	1.00	LS	52,250.00	62,250.00	75.00 %	0.00 %	46,687.50	0.00	75.00 %	46,687.50
772	15.00	EA	1,290.00	20,840.00	15.00	15.00	20,840.00	20,840.00	0.00 %	0.00
774	2.00	EA	3,440.00	6,880.00	2.00	2.00	6,880.00	6,880.00	0.00 %	0.00
776	2.00	EA	3,950.00	7,900.00	2.00	2.00	7,900.00	7,900.00	0.00 %	0.00
810	4,306.00	LF	10.95	47,150.70	4,306.00	4,306.00	47,150.70	4,306.00	0.00 %	0.00
820	27.00	EA	203.00	5,481.00	27.00	27.00	5,481.00	5,481.00	0.00 %	0.00
840	6.00	EA	1,110.00	6,660.00	6.00	6.00	6,660.00	6,660.00	0.00 %	0.00
850	1.00	EA	950.00	950.00	1.00	1.00	950.00	950.00	0.00 %	0.00
880	1.00	LS	16,860.00	16,860.00	100.00 %	100.00 %	16,860.00	16,860.00	0.00 %	0.00
870	543.00	LF	13.80	7,493.40	543.00	543.00	7,493.40	7,493.40	0.00 %	0.00
880	708.00	LF	8.10	5,734.80	708.00	708.00	5,734.80	5,734.80	0.00 %	0.00
890	205.00	LF	3.35	686.75	205.00	205.00	686.75	686.75	0.00 %	0.00
900	4,306.00	LF	0.95	4,090.70	4,306.00	4,306.00	4,090.70	4,306.00	0.00 %	0.00
910	2.00	EA	944.00	1,888.00	2.00	2.00	1,888.00	1,888.00	0.00 %	0.00
920	1.00	LS	25,310.00	25,310.00	0.00 %	0.00 %	0.00	0.00	0.00 %	0.00



AN EQUUS RESOURCES COMPANY

KANE RIVER CO.

Remit To:

Southern Idaho Division
5450 W. Gowen Road
Boise, ID 83709
Fax: (208)-362-6199

Customer:

473766
BARBER VALLEY DEVELOPMENT - CB
ATTN: DAVE POWELL
2447 S VISTA AVENUE
BOISE ID 83705

Contract No: 30196003	Project No. 30196003	Invoice No. 12075
Job Description DALLAS HARRIS ESTATES #9		
Invoice Date: 10/24/19	Appl No. 8	Adjust No.
Bill From: 10/01/19	Bill To: 10/24/19	Cust Ref No. 473766

Contract No.	Project No.	Invoice No.	Contract Description	Units	UM	Unit Price	Extension	Sales Tax	Net Total	Previous Billings	Units To Date	Previous Billings	Units To Date	Current Billings	Current Units	Current Billing
930			Homar Pro Spray Pop-Up	1.00	EA	2,400.00	2,400.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
940			Hunter Remote Control Vahing	1.00	EA	2,400.00	2,400.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
950			Amended Topsoil	237.00	CY	23.05	5,462.85	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
960			Lawn	15,075.00	SF	0.75	11,307.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
970			Trees	44.00	EA	540.00	23,760.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
980			Flowering Plant in Planter	1.00	LS	11,370.00	11,370.00	0.00 %	0.00	0.00 %	0.00	0.00 %	0.00	0.00 %	0.00	0.00
990			Street Side Trash Receptacle	4.00	EA	2,090.00	8,360.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1000			Street Signs	1.00	LS	3,130.00	3,130.00	0.00 %	0.00	0.00 %	0.00	0.00 %	0.00	0.00 %	0.00	0.00
1010			Type II Barricades	6.00	EA	360.00	2,160.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1020			Type III Barricades	12.00	EA	480.00	5,760.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1030			Street Lights 25'	3.00	EA	6,780.00	20,340.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1040			Street Light Conduit	1,200.00	LF	8.40	10,080.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1050			Benchers Along Haystack	8.00	EA	3,260.00	26,080.00	2.45	7,567.00	2.45	7,567.00	2.45	7,567.00	2.45	7,567.00	7,567.00
1060			Planter Pots Along Haystack	16.00	EA	1,390.00	22,240.00	0.60	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1070			Tree Grazes Along Haystack	16.00	EA	6,580.00	105,280.00	2.85	18,753.00	2.85	18,753.00	2.85	18,753.00	2.85	18,753.00	18,753.00
1080			Stripes and Symbols	1.00	LS	2,570.00	2,570.00	0.00 %	0.00	0.00 %	0.00	0.00 %	0.00	0.00 %	0.00	0.00
1090			Prepare ACHD ESC Plan	1.00	LS	1,660.00	1,660.00	100.00 %	1,660.00	100.00 %	1,660.00	1,660.00	1,660.00	1,660.00	1,660.00	1,660.00
1100			Inlet Sediment Protection	14.00	EA	60.45	846.30	14.00	846.30	14.00	846.30	14.00	846.30	14.00	846.30	846.30
1110			Str Fence	850.00	LF	2.40	1,560.00	650.00	1,560.00	650.00	1,560.00	650.00	1,560.00	650.00	1,560.00	1,560.00



KOME RIVER CO.

Frank TC

Southern Idaho Division
5450 W. Gowen Road
Boise, ID 83709
Fax: (208)-362-6199

Customer:

473766
BARBER VALLEY DEVELOPMENT - CB
ATTN: DAVE POWELL
2447 S VISTA AVENUE
BOISE ID 83705

Contract Billing	
Contract No:	30196003
Project No:	30196003
Invoice No.:	12075
Job Description:	
DALLAS HARRIS ESTATES #9	
Invoice Date:	10/24/19
Appl No.:	8
Adjust No.:	
Bill From:	10/01/19
Bill To:	10/24/19
Cust Ref No.:	473766

C/O Item	Description	Units	Unit Price	Extension	Total to Date	Total to Date	Previous Billing	Current Billing	Current Billing	
1120	Inspect and Maintain SMP's	1.00	LS	3,420.00	3,420.00	100.00 %	3,420.00	3,078.00	10.00 %	342.00
ORIGINAL										
CO 1	REMOVE SERVICES	1.00	LS	68,666.00	2,553,407.00	100.00 %	1,743,695.20	1,468,838.70	84.00 %	274,856.50
CO #1				68,666.00		100.00 %	68,666.00	68,666.00	100.00 %	0.00
CO #2				149,226.47		100.00 %	149,226.47	149,226.47	100.00 %	0.00
CO 2.1	SOFT EDL CONDITIONS	1.00	LS	149,226.47	149,226.47	100.00 %	149,226.47	0.00	0.00 %	149,226.47
Subtotal Amount										
				149,226.47	2,633,967.47		1,824,255.57	1,400,172.70		224,082.97
Total invoice amount:										
				(91,212.88)	1,733,042.81		1,733,042.81	(70,008.70)		21,204.16
							1,330,164.00	1,330,164.00		402,878.81

Previous Invoices:	\$	1,330,164.00
Current Invoices:	\$	402,878.81
Total Amount Billed to Date:	\$	1,733,042.81
Total Payments Received to Date:	\$	(1,330,164.00)
Total Outstanding	\$	402,878.81

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

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

5897

34-827/1251

1/14/2020

PAY TO THE ORDER OF Knife River

**402,878.81

Four Hundred Two Thousand Eight Hundred Seventy-Eight and 81/100*****

DOLLARS

Knife River
 5450 W. Gowen Rd.
 Boise, Idaho 83709

MEMO DHE TH #9 CID App. #8

⑈005897⑈

BARBER VALLEY DEVELOPMENT, INC.
 Knife River

5897

Date	Type	Reference	Original Amt.	Balance Due	1/14/2020	Discount	Payment
12/30/2019	Bill		402,878.81	402,878.81			402,878.81
					Check Amount		402,878.81

Columbia/ICB- CHEC DHE TH #9 CID App. #8 402,878.81

BARBER VALLEY DEVELOPMENT, INC.
 Knife River

5897

Date	Type	Reference	Original Amt.	Balance Due	1/14/2020	Discount	Payment
12/30/2019	Bill		402,878.81	402,878.81			402,878.81
					Check Amount		402,878.81

Columbia/ICB- CHEC DHE TH #9 CID App. #8 402,878.81

APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER:
Barber Valley Development

AIA DOCUMENT G702
APPLICATION NO: 9

PAGE ONE OF

PAGES

FROM CONTRACTOR:
Knife River

VIA ARCHITECT:

PERIOD TO: 11/25/2019

Distribution to:

OWNER
ARCHITECT
CONTRACTOR

PROJECT NOS:

CONTRACT FOR:

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

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

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

1. ORIGINAL CONTRACT SUM	\$	2,553,407.00
2. Net change by Change Orders	\$	80,560.47
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	2,633,967.47
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	3,123,292.42

5. RETAINAGE:	\$	5106,164.70
a. 5 % of Completed Work (Column D + E on G703)	\$	Included in above
b. % of Stored Material (Column F on G703)	\$	Included in above
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	106,164.70

6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	2,017,127.72
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7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	1,733,042.81
8. CURRENT PAYMENT DUE (Line 3 less Line 6)	\$	284,084.91

9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	616,839.75
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CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$149,226.47	(\$68,666.00)
Total approved this Month	\$149,226.47	(\$68,666.00)
TOTALS	\$298,452.94	(\$137,332.00)
NET CHANGES by Change Order	\$80,560.47	

CONTRACTOR: Knife River

Date: 11/25/2019

By: *[Signature]*

State of: _____ County of: _____
Subscribed and sworn to before me this _____ day of _____
Notary Public: _____
My Commission expires: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 284,084.91
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application shall state the Contractor's request that any changes to conform with the amount certified.)

ARCHITECT: *[Signature]* Date: 11/25/19

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



KNIFE RIVER CO.
Remit To:
Southern Idaho Division
5450 W. Gowen Road
Boise, ID 83709
Fax: (208)-362-6199

473766
BARBER VALLEY DEVELOPMENT - CB
ATTN: DAVE POWELL
2447 S VISTA AVENUE
BOISE ID 83705

Customer:

Contract No: 30198003	Project No: 30198003	Invoice No: 12189
Job Description: DALLAS HARRIS ESTATES #9		
Invoices Date: 11/21/19	Appl No: 9	Adjust No.:
Bill From: 11/01/19	Bill To: 11/21/19	Cust Ref No.: 473766

Item No	Description	Unit	Quantity	Unit Price	Amount	%	Balance	%	Balance
10	Mobilization	1.00 LS	150,570.00	1.33	195,513.00	80.00 %	120,458.00	10.00 %	16,057.00
20	Bonds	1.00 LS	11,130.00	11.13	11,130.00	100.00 %	11,130.00	0.00 %	0.00
30	Insurance	1.00 LS	1,590.00	1.59	1,590.00	100.00 %	1,590.00	0.00 %	0.00
40	Traffic Control	1.00 LS	7,200.00	7.20	7,200.00	100.00 %	7,200.00	0.00 %	0.00
50	Clear and Grub	7.00 AC	2,440.00	7.00	17,080.00	7.00	17,080.00	0.00	0.00
60	Topsoil Strip/Stockpile	11,650.00 CY	4.05	47,182.50	11,650.00	11,650.00	47,182.50	0.00	0.00
70	Trench Backfill / Borrow	7,254.00 CY	15.00	108,810.00	7,254.00	7,254.00	108,810.00	0.00	0.00
80	Mass Excavation and Embankment	40,500.00 CY	7.50	303,750.00	40,500.00	40,500.00	303,750.00	0.00	0.00
100	Over Ex & Recompact Exist Dral	1.00 LS	20,309.80	100.00 %	20,309.80	100.00 %	20,309.80	0.00 %	0.00
110	Relocate Rocks and Concrete	1.00 LS	3,960.00	100.00 %	3,960.00	100.00 %	3,960.00	0.00 %	0.00
120	Abandon Exist Well & Remove PI	1.00 LS	3,900.00	0.00 %	0.00	0.00 %	0.00	0.00 %	0.00
130	Fence Removal	2,465.00 LF	0.85	2,465.00	2,465.00	2,465.00	2,465.00	0.00	0.00
140	New Fence	1,440.00 LF	7.20	10,440.00	1,440.00	1,440.00	10,440.00	0.00	0.00
160	Road & Sidewalk Subgrade Prep	14,325.00 SY	0.85	12,325.00	14,325.00	10,000.00	8,500.00	4,500.00	3,825.00
170	6" Misos Subbase	3,682.00 CY	25.65	94,689.80	3,682.00	3,682.00	94,689.80	0.00	0.00
180	3/4" Road Base	845.00 CY	38.85	36,713.25	845.00	500.00	18,425.00	445.00	17,288.25
190	2.5" Asphalt	5,700.00 SY	10.20	58,140.00	5,700.00	0.00	0.00	5,700.00	58,140.00
200	3" Asphalt	1,960.00 SY	12.25	24,010.00	1,960.00	0.00	0.00	1,960.00	24,010.00
210	Type "B" Asphalt Repair	368.00 SY	78.75	28,980.00	368.00	368.00	28,980.00	0.00	0.00



KNIFE RIVER CO.

Remit To:

Southern Idaho Division
5450 W. Gowen Road
Boise, ID 83709
Fax: (208)-362-6199

Customer:

473766
BARBER VALLEY DEVELOPMENT - CB
ATTN: DAVE POWELL
2447 S VISTA AVENUE
BOISE ID 83705

Contract No:	30196003	Project No.	30196003	Invoice No.	12189
Job Description					
DALLAS HARRIS ESTATES #9					
Invoice Date:	11/21/19	Appl No.	9	Adjust No.	
Bill From:	11/01/19	Bill To:	11/21/19	Cust Ref No.	473766

Item	QTY	UNIT	EA	2,360.00	1.00	2,360.00	1.00	2,360.00	0.00	0.00	0.00	0.00
400	Connect New 48" SD Manhole to		1.00	EA	2,360.00	1.00	2,360.00	1.00	2,360.00	0.00	0.00	0.00
410	Inst Protection Apron w/Onia		1.00	EA	3,720.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
420	Overflow Weirs		1.00	LS	14,650.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
430	Fix Rip Rip Inlet/Outlet Prot		6.00	SY	312.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
440	Remove Existing 48" SD Manhole		1.00	EA	293.00	1.00	293.00	1.00	293.00	0.00	0.00	0.00
450	Remove 12" SD and Grout Opabin		155.00	LF	852.50	155.00	852.50	155.00	852.50	0.00	0.00	0.00
460	Remove 15" SD		160.00	LF	1,336.00	160.00	1,336.00	160.00	1,336.00	0.00	0.00	0.00
470	Correct Exst ED Manhole or		2.00	EA	890.00	2.00	890.00	2.00	890.00	0.00	0.00	0.00
480	Construct Drainage Ditch		930.00	LF	1,488.00	930.00	1,488.00	930.00	1,488.00	0.00	0.00	1,488.00
480	Construct Forebay		1.00	LS	9,050.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
500	Construct 14" SD Gravel Access		1.00	LS	45,110.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
510	Construct Primary Drainage Pond		1.00	LS	40,320.00	50.00	20,160.00	50.00	20,160.00	0.00	0.00	0.00
520	12" PVC Underdrain Pipe		53.00	LF	1,865.60	53.00	1,865.60	53.00	1,865.60	0.00	0.00	0.00
530	24" PVC Underdrain Pipe		942.00	LF	57,036.10	942.00	57,036.10	942.00	57,036.10	0.00	0.00	0.00
540	30" HDPE Underdrain Pipe		20.00	LF	1,484.00	20.00	1,484.00	20.00	1,484.00	0.00	0.00	0.00



KNIFE RIVER CO.
Remit To:
Southern Idaho Division
5450 W. Gowen Road
Boise, ID 83709
Fax: (208)-382-6199

473766
BARBER VALLEY DEVELOPMENT CB
ATTN: DAVE POWELL
2447 S VISTA AVENUE
BOISE ID 83705

Customer:

Contract No: 30196003	Project No. 30196003	Invoice No. 12189
Job Description DALLAS HARRIS ESTATES #9		
Invoice Date: 11/21/19	Appl No. 9	Adjust No.
Bill From: 11/01/19	Bill To: 11/21/19	Cust Ref No. 473766

Item No.	Description	Unit	Quantity	Unit Price	Ext Price	100.00 %	3.00	2,750.00	100.00 %	2,750.00	0.00 %	0.00
720	6" Frings	1.00 LS		2,750.00		100.00 %		2,750.00	100.00 %	2,750.00	0.00 %	0.00
730	Connect to Existing 8"	3.00 EA		472.00		3.00		1,416.00	3.00	1,416.00	0.00 %	0.00
740	8"X2" Blow Off	2.00 EA		1,160.00		2.00		2,320.00	2.00	2,320.00	0.00 %	0.00
750	18"X2" Blow Off	1.00 EA		1,290.00		1.00		1,290.00	1.00	1,290.00	0.00 %	0.00
760	Fire Hydrant	5.00 EA		4,270.00		5.00		21,350.00	5.00	21,350.00	0.00 %	0.00
770	Water Access Road & Install Cb	1.00 LS		82,250.00		75.00 %		46,687.50	75.00 %	46,687.50	0.00 %	0.00
772	1" Dual Service	16.00 EA		1,290.00		16.00		20,640.00	16.00	20,640.00	0.00 %	0.00
774	2" Water Service	2.00 EA		3,440.00		2.00		6,880.00	2.00	6,880.00	0.00 %	0.00
776	6" Fire Service	2.00 EA		3,980.00		2.00		7,960.00	2.00	7,960.00	0.00 %	0.00
810	4" FI Main	4,306.00 LF		10.85		4,306.00		47,150.70	4,306.00	47,150.70	0.00 %	0.00
820	4" FI Gate Valve	27.00 EA		203.00		27.00		5,481.00	27.00	5,481.00	0.00 %	0.00
840	3" Ir Tap	6.00 EA		1,110.00		6.00		6,660.00	6.00	6,660.00	0.00 %	0.00
850	Maintenance Drain	1.00 EA		950.00		1.00		950.00	1.00	950.00	0.00 %	0.00
860	PI Frings	1.00 LS		16,860.00		100.00 %		16,860.00	100.00 %	16,860.00	0.00 %	0.00
870	8" Sleeve	543.00 LF		13.80		543.00		7,493.40	543.00	7,493.40	0.00 %	0.00
880	6" Sleeve	708.00 LF		9.10		708.00		6,442.80	708.00	6,442.80	0.00 %	0.00
890	2" Sleeve	205.00 LF		3.35		205.00		686.75	205.00	686.75	0.00 %	0.00
900	2-Wire Control Wire	4,306.00 LF		0.95		4,306.00		4,090.70	4,306.00	4,090.70	0.00 %	0.00
910	Connect to Existing PI Main	2.00 EA		944.00		2.00		1,888.00	2.00	1,888.00	0.00 %	0.00
820	Fire Irrigation	1.00 LS		25,310.00		0.00 %		0.00	0.00 %	0.00	0.00 %	0.00



KNIFE RIVER CO.

Remit To:

Southern Idaho Division
 5450 W. Gowen Road
 Boise, ID 83709
 Fax: (208)-362-6199

Customer:

473766
 BARBER VALLEY DEVELOPMENT - CB
 ATTN: DAVE POWELL
 2447 S VISTA AVENUE
 BOISE ID 83705

Contract No:	30196003	Project No:	30196003	Invoice No:	12189
Job Description:					
DALLAS HARRIS ESTATES #9					
Invoice Date:	11/21/19	Appl No:	9	Adjust No.:	
Bill From:	11/01/19	Bill To:	11/21/19	Cust Ref No.:	473766

Item No	Description	Unit	Qty	Rate	Amount	Tax	Subtotal	Rate %	Subtotal	Rate %	Subtotal
930	Hunter Pro Spray Pop-Up	1.00 EA		2,400.00	2,400.00	0.00	2,400.00	0.00	2,400.00	0.00	2,400.00
940	Hunter Remote Control Valve	1.00 EA		2,400.00	2,400.00	0.00	2,400.00	0.00	2,400.00	0.00	2,400.00
950	Amended Topsoil	237.00 CY		23.05	5,462.85	0.00	5,462.85	0.00	5,462.85	0.00	5,462.85
960	Lawn	15,076.00 SF		0.75	11,307.00	0.00	11,307.00	0.00	11,307.00	0.00	11,307.00
970	Trees	44.00 EA		540.00	23,760.00	0.00	23,760.00	0.00	23,760.00	0.00	23,760.00
980	Flamingo Planters in Planter P	1.00 LS		11,370.00	11,370.00	0.00	11,370.00	0.00	11,370.00	0.00	11,370.00
990	Street Side Trash Receptacle	4.00 EA		2,050.00	8,200.00	0.00	8,200.00	0.00	8,200.00	0.00	8,200.00
1000	Street Signs	1.00 LS		3,130.00	3,130.00	0.00	3,130.00	0.00	3,130.00	0.00	3,130.00
1010	Type II Bannicades	8.00 EA		380.00	3,040.00	0.00	3,040.00	0.00	3,040.00	0.00	3,040.00
1020	Type III Bannicades	12.00 EA		480.00	5,760.00	0.00	5,760.00	0.00	5,760.00	0.00	5,760.00
1030	Street Lights 25'	3.00 EA		6,780.00	20,340.00	0.75	5,085.00	0.00	5,085.00	0.75	5,085.00
1040	Street Light Control	1,200.00 LF		8.40	10,080.00	0.00	10,080.00	0.00	10,080.00	0.00	10,080.00
1050	Beeches Along Haystack	8.00 EA		3,260.00	26,080.00	2.45	7,987.00	0.00	7,987.00	0.00	7,987.00
1060	Planter Pots Along Haystack	18.00 EA		1,390.00	25,020.00	0.00	25,020.00	0.00	25,020.00	0.00	25,020.00
1070	Tree Graves Along Haystack	16.00 EA		6,380.00	102,880.00	2.85	18,753.00	0.00	18,753.00	0.00	18,753.00
1080	Stripes and Symbols	1.00 LS		2,370.00	2,370.00	100.00	2,370.00	0.00	2,370.00	100.00	2,370.00
1090	Prepans ACHD ESC Plan	1.00 LS		1,860.00	1,860.00	100.00	1,860.00	0.00	1,860.00	0.00	1,860.00
1100	Inlet Sediment Protection	14.00 EA		60.45	846.30	14.00	846.30	0.00	846.30	0.00	846.30
1110	S&I Fence	850.00 LF		2.40	2,040.00	650.00	1,560.00	0.00	1,560.00	0.00	1,560.00



KNIFE RIVER CO.
Remit To:
Southern Idaho Division
5450 W. Gowen Road
Boise, ID 83709
Fax: (208)-362-6199

Customer:
473766
BARBER VALLEY DEVELOPMENT CB
ATTN: DAVE POWELL
2447 S VISTA AVENUE
BOISE ID 83705

Contract No: 30196003	Project No: 30196003	Invoice No: 12189
Job Description DALLAS HARRIS ESTATES #9		
Invoice Date: 11/21/19	Appl No: 9	Adjust No.
Bill From: 11/01/19	Bill To: 11/21/19	Cust Ref No. 473766

Item	QTY	UNIT	DESCRIPTION	AMOUNT	%	TOTAL	%	TOTAL
1120	1.00	LS	Inspect and Maintain BMP's	3,420.00	100.00 %	3,420.00	100.00 %	3,420.00
001	1.1	LS	REMOVE SERVICES	88,666.00	100.00 %	88,666.00	100.00 %	88,666.00
002	2.1	LS	SOFT SOIL CONDITIONS	149,226.47	100.00 %	149,226.47	100.00 %	149,226.47
RETN				(91,212.86)		(91,212.86)		(91,212.86)
Subtotal Amount:				\$ 2,123,292.42		\$ 2,123,292.42		\$ 2,123,292.42
Total Invoice Amount:				\$ 2,017,127.72		\$ 2,017,127.72		\$ 2,017,127.72
Previous Invoices:				\$ 1,733,042.81		\$ 1,733,042.81		\$ 1,733,042.81
Current Invoices:				\$ 284,084.91		\$ 284,084.91		\$ 284,084.91
Total Amount Billed to Date:				\$ 2,017,127.72		\$ 2,017,127.72		\$ 2,017,127.72
Total Payments Received to Date:				\$ (1,330,164.00)		\$ (1,330,164.00)		\$ (1,330,164.00)
Total Outstanding				\$ 686,963.72		\$ 686,963.72		\$ 686,963.72

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

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

5939

34-827/1251

2/13/2020

PAY TO THE ORDER OF Knife River

**284,084.91

Two Hundred Eighty-Four Thousand Eighty-Four and 91/100 *****

DOLLARS

Knife River
 5450 W. Gowen Rd.
 Boise, Idaho 83709

MEMO DHE Th #9 CID App. #9

ME

⑈005939⑈

BARBER VALLEY DEVELOPMENT, INC.
 Knife River

5939

Date	Type	Reference	Original Amt.	Balance Due	2/13/2020 Discount	Payment
12/30/2019	Bill		284,084.91	284,084.91		284,084.91
					Check Amount	284,084.91

Columbia/ICB- CHEC DHE Th #9 CID App. #9 284,084.91

BARBER VALLEY DEVELOPMENT, INC.
 Knife River

5939

Date	Type	Reference	Original Amt.	Balance Due	2/13/2020 Discount	Payment
12/30/2019	Bill		284,084.91	284,084.91		284,084.91
					Check Amount	284,084.91

Columbia/ICB- CHEC DHE Th #9 CID App. #9 284,084.91

RECEIVED
1350

APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER:
Barber Valley Development

PROJECT: DHE Townhomes #9 CID

AIA DOCUMENT G702

10

PAGE ONE OF

PAGES

Distribution to:
OWNER
ARCHITECT
CONTRACTOR

PERIOD TO: 12/25/2019

FROM CONTRACTOR:
Knife River

VIA ARCHITECT:

PROJECT NOS:

CONTRACT FOR:

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

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

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

- 1. ORIGINAL CONTRACT SUM \$ 2,533,407.00
- 2. Net change by Change Orders \$ 80,560.47
- 3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 2,633,967.47
- 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 2,427,510.12

- 5. RETAINAGE:
 - a. $\frac{5}{100}$ % of Completed Work \$ 5121,365.59
 - (Column D - E on G703)
 - b. $\frac{5}{100}$ % of Stored Material \$ Included in above
 - (Column F on G703)
 - Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ 5121,365.59

- 6. TOTAL EARNED LESS RETAINAGE \$ 121,565.59
- (Line 4 less Line 5 Total) \$ 2,305,944.53
- 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ \$ 2,017,127.72
- 8. CURRENT PAYMENT DUE \$ 288,816.81
- 9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ 528,022.94
- (Line 3 less Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		(\$68,666.90)
Total approved this Month	\$149,226.47	
TOTALS	\$149,226.47	(\$68,666.00)
NET CHANGES by Change Order		\$80,560.47

AIA DOCUMENT G702 - APPLICATION AND CERTIFICATION FOR PAYMENT 1992 EDITION AIA - G702-92

Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

CONTRACTOR: Knife River

Date: 12/25/2019

By: *[Signature]*

State of: _____ County of: _____ day of _____

Notary Public:

My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 288,816.81

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and Certificate. Continuing Work: figures change to conform with the amount certified.)

By: *[Signature]* Date: 1.3.20

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

(THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20004-3022)

1/15/2020
Jm



KNIFE RIVER CO.
Remit To:
Southern Idaho Division
5450 W. Gowen Road
Boise, ID 83709
Fax: (208)-362-6199

Customer:
473766
BARBER VALLEY DEVELOPMENT - CB
ATTN: DAVE POWELL
2447 S VISTA AVENUE
BOISE ID 83705

Contract No. 30196003	Project No. 30196003	Invoice No. 12301
Job Description DALLAS HARRIS ESTATES #9		
Invoice Date: 12/19/19	Appt No. 10	Adjust No.
Bill From: 11/22/19	Bill To: 12/19/19	Cust Ref No. 473766

70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100	101	102	103	104	105	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160	161	162	163	164	165	166	167	168	169	170	171	172	173	174	175	176	177	178	179	180	181	182	183	184	185	186	187	188	189	190	191	192	193	194	195	196	197	198	199	200	201	202	203	204	205	206	207	208	209	210	211	212	213	214	215	216	217	218	219	220	221	222	223	224	225	226	227	228	229	230	231	232	233	234	235	236	237	238	239	240	241	242	243	244	245	246	247	248	249	250	251	252	253	254	255	256	257	258	259	260	261	262	263	264	265	266	267	268	269	270	271	272	273	274	275	276	277	278	279	280	281	282	283	284	285	286	287	288	289	290	291	292	293	294	295	296	297	298	299	300	301	302	303	304	305	306	307	308	309	310	311	312	313	314	315	316	317	318	319	320	321	322	323	324	325	326	327	328	329	330	331	332	333	334	335	336	337	338	339	340	341	342	343	344	345	346	347	348	349	350	351	352	353	354	355	356	357	358	359	360	361	362	363	364	365	366	367	368	369	370	371	372	373	374	375	376	377	378	379	380	381	382	383	384	385	386	387	388	389	390	391	392	393	394	395	396	397	398	399	400
70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100	101	102	103	104	105	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160	161	162	163	164	165	166	167	168	169	170	171	172	173	174	175	176	177	178	179	180	181	182	183	184	185	186	187	188	189	190	191	192	193	194	195	196	197	198	199	200	201	202	203	204	205	206	207	208	209	210	211	212	213	214	215	216	217	218	219	220	221	222	223	224	225	226	227	228	229	230	231	232	233	234	235	236	237	238	239	240	241	242	243	244	245	246	247	248	249	250	251	252	253	254	255	256	257	258	259	260	261	262	263	264	265	266	267	268	269	270	271	272	273	274	275	276	277	278	279	280	281	282	283	284	285	286	287	288	289	290	291	292	293	294	295	296	297	298	299	300	301	302	303	304	305	306	307	308	309	310	311	312	313	314	315	316	317	318	319	320	321	322	323	324	325	326	327	328	329	330	331	332	333	334	335	336	337	338	339	340	341	342	343	344	345	346	347	348	349	350	351	352	353	354	355	356	357	358	359	360	361	362	363	364	365	366	367	368	369	370	371	372	373	374	375	376	377	378	379	380	381	382	383	384	385	386	387	388	389	390	391	392	393	394	395	396	397	398	399	400



KNIFE RIVER CO.
 Permit To:
 Southern Idaho Division
 5450 W. Gowen Road
 Boise, ID 83709
 Fax: (208)-362-6199

Customer:
 473766
 BARBER VALLEY DEVELOPMENT - CB
 ATTN: DAVE POWELL
 2447 S VISTA AVENUE
 BOISE ID 83705

Contract No: 30198003	Project No: 30196003	Invoice No: 12301
Job Description DALLAS HARRIS ESTATES #9		
Invoice Date: 12/19/19	Appl No: 10	Adjust No.
Bill From: 11/22/19	Bill To: 12/19/19	Cust Ref No. 473766

Item No	Description	QTY	Unit	Est Price	Contract Price	Contract %	Contract	Adjust	Cust Ref
400	Connect New 48" SD Manhole to	1.00	EA	2,360.00	1.00	2,360.00	0.00	0.00	0.00
410	Initial Production Apron W/Drifts	1.00	EA	3,720.00	0.00	0.00	0.00	0.00	0.00
420	Overflow Weirs	1.00	LS	14,650.00	0.00	0.00	0.00	0.00	0.00
430	Rsp Rca Pipes In-Std/Outlet Prot	6.00	SY	312.00	0.00	0.00	0.00	0.00	0.00
440	Remove Existing 48" SD Manhole	1.00	EA	293.00	1.00	293.00	0.00	0.00	0.00
450	Remove 12" SD and Grout Opens	155.00	LF	852.50	155.00	852.50	0.00	0.00	0.00
460	Remove 15" SD	180.00	LF	1,336.00	180.00	1,336.00	0.00	0.00	0.00
470	Concrt/J Exst SD Manhole or	2.00	EA	880.00	2.00	880.00	0.00	0.00	0.00
480	Construct Drainage Strch	930.00	LF	1,488.00	930.00	1,488.00	0.00	0.00	0.00
490	Construct Forebay	1.00	LS	9,050.00	0.00	0.00	0.00	0.00	0.00
500	Construct 14" SD Gravel Access	1.00	LS	45,110.00	50.00	22,555.00	50.00	50.00	22,555.00
510	Construct Primary Drainage Pond	1.00	LS	40,320.00	50.00	20,160.00	50.00	20,160.00	0.00
520	12" PVC Underdrain Pipe	63.00	LF	1,665.80	53.00	1,665.80	0.00	0.00	0.00
530	24" PVC Underdrain Pipe	942.00	LF	57,038.10	942.00	57,038.10	0.00	0.00	0.00
540	30" HDPE Underdrain Pipe	20.00	LF	1,484.00	20.00	1,484.00	0.00	0.00	0.00



KNIFFER RIVER CO.
 Remit To:
 Southern Idaho Division
 5450 W. Gowen Road
 Boise, ID 83709
 Fax: (208)-362-6199

Customer:

473766
 BARBER VALLEY DEVELOPMENT - C8
 ATTN: DAVE POWELL
 2447 S VISTA AVENUE
 BOISE ID 83705

Contract No:	30196003	Project No.	30196003	Invoice No.	12301
Job Description					
DALLAS HARRIS ESTATES #9					
Invoice Date:	12/19/19	Appl No.	10	Adjust No.	
Bill From:	11/22/19	Bill To:	12/19/19	Cust Ref No.	473766

Item	Description	Quantity	Unit	Rate	Amount	5.00	14,350.00	5.00	14,350.00	0.00	0.00
550	48" Underdrain Manhole	5.00	EA	2,870.00	14,350.00	5.00	14,350.00	5.00	14,350.00	0.00	0.00
660	Connect New 48" Underdrain Man	1.00	EA	2,360.00	2,360.00	1.00	2,360.00	1.00	2,360.00	0.00	0.00
570	60" Underdrain Manhole	1.00	EA	3,500.00	3,500.00	1.00	3,500.00	1.00	3,500.00	0.00	0.00
580	8" Sewer Pipe	2,384.00	LF	45.30	107,995.20	2,384.00	107,995.20	2,384.00	107,995.20	0.00	0.00
590	48" Sewer Manhole	10.00	EA	3,180.00	31,800.00	10.00	31,800.00	10.00	31,800.00	0.00	0.00
600	Connect Manhole to Exter Sewer	1.00	EA	4,200.00	4,200.00	1.00	4,200.00	1.00	4,200.00	0.00	0.00
610	Connect to Existing Manhole	1.00	EA	4,200.00	4,200.00	1.00	4,200.00	1.00	4,200.00	0.00	0.00
620	Modify Exist Manhole Channel	2.00	EA	568.00	1,136.00	2.00	1,136.00	2.00	1,136.00	0.00	0.00
630	Construct Sewer Gravel Access	1.00	LS	51,940.00	51,940.00	75.00 %	38,955.00	75.00 %	38,955.00	0.00 %	0.00
635	4" Sanitary Sewer Connect on	34.00	EA	808.00	27,404.00	34.00	27,404.00	34.00	27,404.00	0.00	0.00
637	4" SS Pipe	1,180.00	LF	4.80	5,782.00	1,180.00	5,782.00	1,180.00	5,782.00	0.00	0.00
660	16" Water Pipe W/ Flue Joints	1,530.00	LF	98.90	148,257.00	1,530.00	148,257.00	1,530.00	148,257.00	0.00	0.00
670	16" Fittings	1.00	LS	22,560.00	22,560.00	100.00 %	22,560.00	100.00 %	22,560.00	0.00 %	0.00
680	Connect to Existing 18"	1.00	EA	6,270.00	6,270.00	1.00	6,270.00	1.00	6,270.00	0.00	0.00
690	16" Butterfly Valve	3.00	EA	3,600.00	10,800.00	3.00	10,800.00	3.00	10,800.00	0.00	0.00
700	8" Water Pipe	1,335.00	LF	25.10	33,508.50	1,335.00	33,508.50	1,335.00	33,508.50	0.00	0.00
710	8" Gate Valve	6.00	EA	1,330.00	7,980.00	6.00	7,980.00	6.00	7,980.00	0.00	0.00



KNIFE RIVER CO.

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Customer:

473766
 BARBER VALLEY DEVELOPMENT - CB
 ATTN: DAVE POWELL
 2447 S VISTA AVENUE
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Contract No: 30198003	Project No. 30196003	Invoice No. 12301
Job Description DALLAS HARRIS ESTATES #9		
Invoice Date: 12/19/19	App'l No. 10	Adjust No.
Bill From: 11/22/19	Bill To: 12/19/19	Cust Ref No. 473766

Item No.	Description	QTY	Unit	Rate	Amount	%	Subtotal	%	Total
720	8" Fittings	1.00	LS	2,750.00	2,750.00	100.00 %	2,750.00	100.00 %	2,750.00
730	Connect to Existing 8"	3.00	EA	472.00	1,416.00	3.00	1,416.00	0.00	0.00
740	8"X2" Elbow Off	2.00	EA	1,180.00	2,360.00	2.00	2,360.00	0.00	0.00
750	18"X2" Blow Off	1.00	EA	1,290.00	1,290.00	1.00	1,290.00	0.00	0.00
760	Fire Hydrant	5.00	EA	4,270.00	21,350.00	5.00	21,350.00	0.00	0.00
770	Water Access Road & Install Ga	1.00	LS	62,250.00	62,250.00	75.00 %	46,887.50	0.00 %	0.00
772	1" Dual Services	18.00	EA	1,280.00	20,840.00	16.00	20,840.00	0.00	0.00
774	2" Water Services	2.00	EA	3,440.00	6,880.00	2.00	6,880.00	0.00	0.00
778	8" Fire Service	2.00	EA	3,980.00	7,960.00	2.00	7,960.00	0.00	0.00
810	4" PI Main	4,306.00	LF	10.95	47,150.70	4,306.00	47,150.70	0.00	0.00
820	4" PI Gate Valve	27.00	EA	203.00	5,481.00	27.00	5,481.00	0.00	0.00
840	3" Air Tap	6.00	EA	1,110.00	6,660.00	6.00	6,660.00	0.00	0.00
850	Machine Drawn	1.00	EA	950.00	950.00	1.00	950.00	0.00	0.00
860	PI Fittings	1.00	LS	16,860.00	16,860.00	100.00 %	16,860.00	0.00 %	0.00
870	8" Shroud	543.00	LF	13.80	7,493.40	543.00	7,493.40	0.00	0.00
880	8" Shete	708.00	LF	8.10	5,734.80	708.00	5,734.80	0.00	0.00
890	2" Elbows	205.00	LF	3.35	686.75	205.00	686.75	0.00	0.00
900	2-Mile Control Valve	4,306.00	LF	0.95	4,090.70	4,306.00	4,090.70	0.00	0.00
910	Connect to Existing PI Main	2.00	EA	844.00	1,688.00	2.00	1,688.00	0.00	0.00
920	Fire Irrigation	1.00	LS	25,310.00	25,310.00	60.00 %	15,186.00	60.00 %	15,186.00



KNIFE RIVER CO.
 Remit To:
 Southern Idaho Division
 5450 W. Gowen Road
 Boise, ID 83709
 Fax: (208)-362-6199

Customer:

473786
 BARBER VALLEY DEVELOPMENT - CB
 ATTN: DAVE POWELL
 2447 S VISTA AVENUE
 BOISE ID 83705

Contract No. 30198003	Project No. 30198003	Invoice No. 12301
Job Description DALLAS HARRIS ESTATES #9		
Invoice Date: 12/19/19	Appl No. 10	Adjust No.
Bill From: 11/22/19	Bill To: 12/19/19	Cust Ref No. 473786

Item	QTY	UNIT	DESCRIPTION	AMOUNT	UNIT PRICE	TOTAL	ADJUST	ADJUST %	CUST REF
930	1.00	EA	Hunter Pro Spray Pop-Up	2,400.00	2,400.00	2,400.00	0.00	0.00	0.00
940	1.00	EA	Hunter Remote Control Vahing	2,400.00	2,400.00	2,400.00	0.00	0.00	0.00
950	237.00	CY	Armoured Topsoil	5,462.85	23.06	5,462.85	0.00	0.00	0.00
960	15,078.00	SF	Lawn	11,307.00	0.75	11,307.00	0.00	0.00	0.00
970	44.00	EA	Trees	540.00	12.27	540.00	0.00	0.00	0.00
980	1.00	LS	Flowering Plant: 10' Planter P	11,370.00	11,370.00	11,370.00	0.00	0.00	0.00
990	4.00	EA	Street Side Trash Receptacle	2,050.00	512.50	2,050.00	0.00	0.00	0.00
1000	1.00	LS	Street Signs	3,130.00	3,130.00	3,130.00	0.00	0.00	0.00
1010	6.00	EA	Type II Barricades	380.00	63.33	380.00	0.00	0.00	0.00
1020	12.00	EA	Type III Barricades	480.00	40.00	480.00	0.00	0.00	0.00
1030	3.00	EA	Street Light 25'	8,780.00	2,926.67	8,780.00	0.00	0.00	0.00
1040	1,200.00	LF	Street Light Conduit	8.40	0.007	8.40	0.00	0.00	0.00
1050	8.00	EA	Benches Along Haystack	3,260.00	407.50	3,260.00	0.00	0.00	0.00
1060	18.00	EA	Planter Pots Along Haystack	1,950.00	108.33	1,950.00	0.00	0.00	0.00
1070	18.00	EA	Tree Grass Along Haystack	8,580.00	476.67	8,580.00	0.00	0.00	0.00
1080	1.00	LS	Stripes and Symbols	2,370.00	2,370.00	2,370.00	0.00	0.00	0.00
1090	1.00	LS	Prepare ACHD ESC Plan	1,660.00	1,660.00	1,660.00	0.00	0.00	0.00
1100	14.00	EA	14' Sediment Protection	846.30	60.45	846.30	0.00	0.00	0.00
1110	650.00	LF	Silt Fence	1,560.00	2.40	1,560.00	0.00	0.00	0.00



KNIFE RIVER CO.
 Permit To:
 Southern Idaho Division
 5450 W. Gowen Road
 Boise, ID 83709
 Fax: (208)-362-6199

Customer:

473766
 BARBER VALLEY DEVELOPMENT - CB
 ATTN: DAVE POWELL
 2447 S VISTA AVENUE
 BOISE ID 83705

Contract No: 30196003	Project No. 30196003	Invoice No. 12301
Job Description DALLAS HARRIS ESTATES #9		
Invoice Date: 12/19/19	Appl No. 10	Adjust No.
Bill From: 11/22/19	Bill To: 12/19/19	Cust Ref No. 473766

CO	Item	Description	Unit	Rate	Quantity	Amount	100.00 %	3,420.00	100.00 %	3,420.00	100.00 %	3,420.00	0.00 %	0.00
1120		Inspect and Maintain BMP's	1.00 LS			3,420.00	100.00 %	3,420.00	100.00 %	3,420.00	100.00 %	3,420.00	0.00 %	0.00
001	CO	REMOVE SERVICES	1.00 LS			2,553,407.00	100.00 %	2,553,407.00	100.00 %	2,553,407.00	100.00 %	2,553,407.00	0.00 %	0.00
		CO #1				68,666.00	100.00 %	68,666.00	100.00 %	68,666.00	100.00 %	68,666.00	0.00 %	0.00
		CO #2				149,226.47	100.00 %	149,226.47	100.00 %	149,226.47	100.00 %	149,226.47	0.00 %	0.00
		Subtotal Amount:				2,633,967.47	100.00 %	2,633,967.47	100.00 %	2,633,967.47	100.00 %	2,633,967.47	0.00 %	0.00
		Total invoice Amount:				121,305.89		121,305.89		121,305.89		121,305.89		

Previous Invoices:	\$	2,017,127.72
Current Invoices:	\$	288,816.81
Total Amount Billed to Date:	\$	2,305,944.53
Total Payments Received to Date:	\$	(1,330,164.00)
Total Outstanding	\$	975,780.53

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

Columbia Bank 521 12TH AVE. SOUTH
 NAMPA, ID 83851
 34-827/1251

5937

2/13/2020

PAY TO THE ORDER OF Knife River

**288,816.81

Two Hundred Eighty-Eight Thousand Eight Hundred Sixteen and 81/100*****

DOLLARS

Knife River
 5450 W. Gowen Rd.
 Boise, Idaho 83709

MEMO TH #9 App #10 CID

⑈005937⑈

BARBER VALLEY DEVELOPMENT, INC.
 Knife River

5937

Date	Type	Reference	Original Amt.	Balance Due	2/13/2020 Discount	Payment
2/11/2020	Bill		288,816.81	288,816.81		288,816.81
					Check Amount	288,816.81

Columbia/ICB- CHEC TH #9 App #10 CID

288,816.81

BARBER VALLEY DEVELOPMENT, INC.
 Knife River

5937

Date	Type	Reference	Original Amt.	Balance Due	2/13/2020 Discount	Payment
2/11/2020	Bill		288,816.81	288,816.81		288,816.81
					Check Amount	288,816.81

Columbia/ICB- CHEC TH #9 App #10 CID

288,816.81

APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER:
Barber Valley Development

AIA DOCUMENT G702

APPLICATION NO: 11

PAGE ONE OF

PAGES

Distribution to:
OWNER
ARCHITECT
CONTRACTOR

PERIOD TO: 1/25/2020

FROM CONTRACTOR:
Knife River

VIA ARCHITECT:

PROJECT NOS:

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

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

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

1. ORIGINAL CONTRACT SUM \$ 2,553,407.00
2. Net change by Change Orders \$ 80,560.47
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 2,633,967.47
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 2,354,040.47

5. RETAINAGE: \$ 127,702.11

a. 5 % of Completed Work (Column D + E on G703) \$ 127,702.11

b. % of Stored Material (Column F on G703) \$ Included in above

Total Retainage (Lines 5a + 5b or Total in Column J of G703) \$ 127,702.11

6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) \$ 2,426,338.36

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 2,303,944.53

8. CURRENT PAYMENT DUE \$ 120,393.83

9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 207,629.11

CONTRACTOR: Knife River

By:  Date: 1/25/2020


State of: _____ County of: _____
Subscribed and sworn to before me this _____ day of _____
Notary Public
My Commission expires: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 120,393.83

(Attach explanation of amount certified differs from the amount applied. Initial all figures on this Application and only Contractor Signer that are changed to conform with the amount certified.)

By:  Date: 2.4.20

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		(\$68,666.00)
Total approved this Month	\$149,226.47	
TOTALS	\$149,226.47	(\$68,666.00)
NET CHANGES by Change Order	\$80,560.47	

AIA DOCUMENT G702 - APPLICATION AND CERTIFICATION FOR PAYMENT - REV. EDITION - AIA - 01/05/12
THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE. N.W., WASHINGTON, DC 20005-5022

Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

0 C 2-6
MA



KNIFE RIVER CO.
Remit To:

Southern Idaho Division
5450 W. Gowen Road
Boise, ID 83709
Fax: (208)-362-6199

Customer:

473766
BARBER VALLEY DEVELOPMENT - CB
ATTN: DAVE POWELL
2447 S VISTA AVENUE
BOISE ID 83705

Contract Billing	
Contract No:	30196003
Project No:	30196003
Invoice No:	12396
Job Description	
DALLAS HARRIS ESTATES #9	
Invoice Date:	01/15/20
Appl No:	11
Adjust No:	1
Bill From:	12/20/19
Bill To:	01/15/20
Cust Ref No:	473766

Item	Description	Units	Unit Price	Extension	Total Units To Date	Total Billing	Previous Units To Date	Previous Billing	Current Units	Current Billing
10	Mobilization	1.00 LS	150,570.00	150,570.00	100.00 %	150,570.00	80.00 %	135,513.00	10.00 %	15,057.00
20	Bonds	1.00 LS	11,130.00	11,130.00	100.00 %	11,130.00	100.00 %	11,130.00	0.00 %	0.00
30	Insurance	1.00 LS	1,590.00	1,590.00	100.00 %	1,590.00	100.00 %	1,590.00	0.00 %	0.00
40	Traffic Control	1.00 LS	7,200.00	7,200.00	100.00 %	7,200.00	100.00 %	7,200.00	0.00 %	0.00
50	Clear and Grub	7.00 AC	2,440.00	17,080.00	7.00	17,080.00	7.00	17,080.00	0.00	0.00
60	Topsoil Strip/Stockpile	11,650.00 CY	4.05	47,182.50	11,650.00	47,182.50	11,650.00	47,182.50	0.00	0.00
70	Trench Backfill / Borrow (Dry)	7,254.00 CY	15.00	108,810.00	7,254.00	108,810.00	7,254.00	108,810.00	0.00	0.00
80	Mass Excavation and Embankment	40,500.00 CY	7.50	303,750.00	40,500.00	303,750.00	40,500.00	303,750.00	0.00	0.00
100	Over Ex & Recompact Embankment	1.00 LS	20,309.80	20,309.80	100.00 %	20,309.80	100.00 %	20,309.80	0.00 %	0.00
110	Relocate Rocks and Concrete	1.00 LS	3,880.00	3,880.00	100.00 %	3,880.00	100.00 %	3,880.00	0.00 %	0.00
120	Abandon Edit Wall & Remove P	1.00 LS	3,900.00	3,900.00	100.00 %	3,900.00	0.00 %	0.00	100.00 %	3,900.00
130	Fence Removal	2,900.00 LF	0.85	2,465.00	2,900.00	2,465.00	2,900.00	2,465.00	0.00	0.00
140	New Fence	1,450.00 LF	7.20	10,440.00	1,450.00	10,440.00	1,450.00	10,440.00	0.00	0.00
160	Road & Sidewalk Subgrade Prep	14,500.00 SY	0.85	12,325.00	14,500.00	12,325.00	14,500.00	12,325.00	0.00	0.00
170	6" Minus Subbase	3,692.00 CY	25.85	94,689.80	3,692.00	94,689.80	3,692.00	94,689.80	0.00	0.00
180	3/4" Road Base	945.00 CY	38.65	36,713.25	945.00	36,713.25	945.00	36,713.25	0.00	0.00
190	2.5" Asphalt	5,700.00 SY	10.20	58,140.00	5,700.00	58,140.00	5,700.00	58,140.00	0.00	0.00
200	3" Asphalt	1,980.00 SY	12.25	24,010.00	1,980.00	24,010.00	1,980.00	24,010.00	0.00	0.00
210	Type "F" Asphalt Repair	368.00 SY	78.75	28,980.00	368.00	28,980.00	368.00	28,980.00	0.00	0.00



KNIFE RIVER CO.

Remit To:

Southern Idaho Division
5450 W. Gowen Road
Boise, ID 83709
Fax: (208)-362-6199

Contract Billing	
Contract No:	30196003
Project No:	30196003
Invoice No:	12396
Job Description	
DALLAS HARRIS ESTATES #9	
Invoice Date:	01/15/20
Appl No:	11
Adjust No:	1
Bill From:	12/20/19
Bill To:	01/15/20
Cust Ref No:	473766

473766
BARBER VALLEY DEVELOPMENT - CB
ATTN: DAVE POWELL
2447 S VISTA AVENUE
BOISE ID 83705

Customer:

C/C Item	Description	Units	UM	Unit Price	Extension	Total Units To Date	Total Billing	Previous Units To Date	Previous Billing	Current Units	Current Billing
220	Type "C" Surface Repair	812.00	SY	10.05	8,160.60	812.00	8,160.60	812.00	8,160.60	0.00	0.00
230	Alley Approach With 3/4" Road	4.00	EA	1,440.00	5,760.00	4.00	5,760.00	4.00	5,760.00	0.00	0.00
240	Standard 8" Vertical Curb & Gu	3,746.00	LF	15.60	58,437.60	3,746.00	58,437.60	3,746.00	58,437.60	0.00	0.00
250	3/4" Road Base For Curb & Gutt	126.00	CY	112.00	14,112.00	126.00	14,112.00	126.00	14,112.00	0.00	0.00
260	8" Concrete Sidewalk - 5" Thick	1,918.00	LF	21.85	41,908.30	1,918.00	41,908.30	1,918.00	41,908.30	0.00	0.00
270	3/4" Road Base For 8" Sidewalk	154.00	CY	69.65	10,726.10	154.00	10,726.10	154.00	10,726.10	0.00	0.00
280	15' Concrete Sidewalk 5" Thick	1,268.00	LF	54.00	68,472.00	1,268.00	68,472.00	1,268.00	68,472.00	0.00	0.00
290	3/4" Road Base For 15' Sidewalk	338.00	CY	60.15	20,330.70	338.00	20,330.70	338.00	20,330.70	0.00	0.00
300	Truncated Domes	80.00	EA	180.00	10,800.00	80.00	10,800.00	80.00	10,800.00	0.00	0.00
310	Handicap Ramps	10.00	EA	600.00	6,000.00	10.00	6,000.00	10.00	6,000.00	0.00	0.00
320	12" SD Pipe	1,184.00	LF	32.90	38,953.60	1,184.00	38,953.60	1,184.00	38,953.60	0.00	0.00
330	15" SD Pipe	351.00	LF	49.00	17,199.00	351.00	17,199.00	351.00	17,199.00	0.00	0.00
340	18" SD Pipe	1,283.00	LF	52.45	67,283.35	1,283.00	67,283.35	1,283.00	67,283.35	0.00	0.00
350	12" End Section W/TR	5.00	EA	441.00	2,205.00	5.00	2,205.00	5.00	2,205.00	5.00	2,205.00
360	18" End Section W/TR	2.00	EA	713.00	1,426.00	2.00	1,426.00	2.00	1,426.00	2.00	1,426.00
370	Typ #1 Catch Basin	10.00	EA	1,020.00	10,200.00	10.00	10,200.00	10.00	10,200.00	0.00	0.00
380	Diversion Box	2.00	EA	4,200.00	8,400.00	2.00	8,400.00	2.00	8,400.00	0.00	0.00
380	48" SD Manhole	13.00	EA	2,560.00	33,540.00	13.00	33,540.00	13.00	33,540.00	0.00	0.00



KNIFE RIVER CO.
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Contract Billing	
Contract No:	30196003
Project No:	30196003
Invoice No:	12396
Job Description	
DALLAS HARRIS ESTATES #9	
Invoice Date:	01/15/20
Appl No:	11
Adjust No:	1
Bill From:	12/20/19
Bill To:	01/15/20
Cust Ref No:	473766

Customer:

473766
 BARBER VALLEY DEVELOPMENT - CB
 ATTN: DAVE POWELL
 2447 S VISTA AVENUE
 BOISE ID 83705

C/O	Item	Description	Units	U/M	Unit Price	Extension	Total Units To Date	Total Billing	Previous Units To Date	Previous Billing	Current Units	Current Billing
	400	Connect New 48" SD Manhole to	1.00	EA	2,360.00	2,360.00	1.00	2,360.00	1.00	2,360.00	0.00	0.00
	410	Inlet Protection Apron Within	1.00	EA	3,720.00	3,720.00	0.00	0.00	0.00	0.00	0.00	0.00
	420	Overflow Weirs	1.00	LS	14,650.00	14,650.00	0.00 %	0.00	0.00 %	0.00	0.00 %	0.00
	430	Rip Rap Pipe Inlet/Culvert Port	8.00	SY	312.00	1,872.00	0.00	0.00	0.00	0.00	0.00	0.00
	440	Remove Existing 48" SD Manhole	1.00	EA	293.00	293.00	1.00	293.00	1.00	293.00	0.00	0.00
	450	Remove 12" SD and Grout Openin	155.00	LF	5.50	852.50	155.00	852.50	155.00	852.50	0.00	0.00
	480	Remove 15" SD	180.00	LF	8.35	1,338.00	180.00	1,338.00	160.00	1,338.00	0.00	0.00
	470	Correct/Inlet SD Manhole or	2.00	EA	445.00	890.00	2.00	890.00	2.00	890.00	0.00	0.00
	480	Construct Drainage Ditch	930.00	LF	1.60	1,488.00	930.00	1,488.00	930.00	1,488.00	0.00	0.00
	490	Construct Freabay	1.00	LS	9,050.00	9,050.00	0.00 %	0.00	0.00 %	0.00	0.00 %	0.00
	500	Construct 14" SD Gravel Access	1.00	LS	45,110.00	45,110.00	50.00 %	22,555.00	50.00 %	22,555.00	0.00 %	0.00
	510	Construct Primary Drainage Pond	1.00	LS	40,320.00	40,320.00	50.00 %	20,160.00	50.00 %	20,160.00	0.00 %	0.00
	520	12" PVC Underdrain Pipe	53.00	LF	36.20	1,865.60	53.00	1,865.60	53.00	1,865.60	0.00	0.00
	530	24" PVC Underdrain Pipe	942.00	LF	60.55	57,038.10	942.00	57,038.10	942.00	57,038.10	0.00	0.00
	540	30" HDPE Underdrain Pipe	20.00	LF	74.20	1,484.00	20.00	1,484.00	20.00	1,484.00	0.00	0.00



KNIFE RIVER CO.
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 Fax: (208)-362-8199

473766
 BARBER VALLEY DEVELOPMENT - CB
 ATTN: DAVE POWELL
 2447 S VISTA AVENUE
 BOISE ID 83705

Customer:

Contract Billing	
Contract No. 30196003	Project No. 30196003
Job Description DALLAS HARRIS ESTATES #9	
Invoice No. 12398	Invoice No. 12398
Invoice Date: 01/15/20	Appl No. 11
Adjust No. 1	Bill To: 01/15/20
Bill From: 12/20/19	Cust Ref No. 473766

C/O	Est Item	Description	Units	UMA	Unit Price	Extension	Total Units To Date	Total Billing	Previous Units To Date	Previous Billing	Current Units	Current Billing
560		48" Underdrain Manhole	5.00	EA	2,870.00	14,350.00	5.00	14,350.00	5.00	14,350.00	0.00	0.00
560		Connect New 48" Underdrain Man	1.00	EA	2,360.00	2,360.00	1.00	2,360.00	1.00	2,360.00	0.00	0.00
570		60" Underdrain Manhole	1.00	EA	3,500.00	3,500.00	1.00	3,500.00	1.00	3,500.00	0.00	0.00
580		8" Sewer Pipe	2,384.00	LF	45.30	107,995.20	2,384.00	107,995.20	2,384.00	107,995.20	0.00	0.00
590		45" Sewer Manhole	10.00	EA	3,180.00	31,800.00	10.00	31,800.00	10.00	31,800.00	0.00	0.00
600		Connect Manhole to Exist Sewer	1.00	EA	4,200.00	4,200.00	1.00	4,200.00	1.00	4,200.00	0.00	0.00
610		Connect to Existing Manhole	1.00	EA	4,200.00	4,200.00	1.00	4,200.00	1.00	4,200.00	0.00	0.00
620		Modify Exist Manhole Channel	2.00	EA	566.00	1,138.00	2.00	1,138.00	2.00	1,138.00	0.00	0.00
630		Construct Sewer Gravel Access	1.00	LS	51,940.00	51,940.00	100.00 %	51,940.00	75.00 %	38,955.00	25.00 %	12,985.00
635		4" Sanitary Sewer Connection	34.00	EA	806.00	27,404.00	34.00	27,404.00	34.00	27,404.00	0.00	0.00
637		4" SS Pipe	1,180.00	LF	4.90	5,782.00	1,180.00	5,782.00	1,180.00	5,782.00	0.00	0.00
660		18" Water Pipe W/ Rest Joints	1,530.00	LF	96.90	148,257.00	1,530.00	148,257.00	1,530.00	148,257.00	0.00	0.00
670		18" Fittings	1.00	LS	22,560.00	22,560.00	100.00 %	22,560.00	100.00 %	22,560.00	0.00 %	0.00
680		Connect to Existing 18"	1.00	EA	6,270.00	6,270.00	1.00	6,270.00	1.00	6,270.00	0.00	0.00
690		18" Butterfly Valve	3.00	EA	3,600.00	10,800.00	3.00	10,800.00	3.00	10,800.00	0.00	0.00
700		8" Water Pipe	1,335.00	LF	25.10	33,508.50	1,335.00	33,508.50	1,335.00	33,508.50	0.00	0.00
710		8" Gas Valve	6.00	EA	1,332.00	7,992.00	6.00	7,992.00	6.00	7,992.00	0.00	0.00



KNIFE RIVER CO.
Remit To:
Southern Idaho Division
5450 W. Gowen Road
Boise, ID 83709
Fax: (208)-362-6199

473786
BARBER VALLEY DEVELOPMENT - CB
ATTN: DAVE POWELL
2447 S VISTA AVENUE
BOISE ID 83705

Customer:

Contract Billing	
Contract No:	Project No.
30196003	30196003
Job Description	
DALLAS HARRIS ESTATES #9	
Invoice Date:	Appl No.
01/15/20	11
Bill From:	Bill To:
12/20/19	01/15/20
Adjust No.	
1	
Cust Ref No.	
473766	

Description	Units	UM	Unit Price	Extension	Total Units To Date	Total Billing	Previous Units To Date	Previous Billing	Current Units	Current Billing
720 8" Fittings	1.00	LS	2,750.00	2,750.00	100.00 %	2,750.00	100.00 %	2,750.00	0.00 %	0.00
730 Connect to Existing 8"	3.00	EA	472.00	1,416.00	3.00	1,416.00	3.00	1,416.00	0.00	0.00
740 8"X2" Blow Off	2.00	EA	1,160.00	2,320.00	2.00	2,320.00	2.00	2,320.00	0.00	0.00
750 16"X2" Blow Off	1.00	EA	1,290.00	1,290.00	1.00	1,290.00	1.00	1,290.00	0.00	0.00
760 Fire Hydrant	5.00	EA	4,270.00	21,350.00	5.00	21,350.00	5.00	21,350.00	0.00	0.00
770 Water Access Road & Install G	1.00	LS	82,250.00	82,250.00	100.00 %	82,250.00	75.00 %	48,687.50	25.00 %	15,562.50
772 1" Dual Service	18.00	EA	1,280.00	20,840.00	18.00	20,840.00	18.00	20,840.00	0.00	0.00
774 2" Water Service	2.00	EA	3,440.00	6,880.00	2.00	6,880.00	2.00	6,880.00	0.00	0.00
776 6" Fire Service	2.00	EA	3,960.00	7,960.00	2.00	7,960.00	2.00	7,960.00	0.00	0.00
810 4" Pl Main	4,308.00	LF	10.95	47,150.70	4,308.00	47,150.70	4,308.00	47,150.70	0.00	0.00
820 4" Pl Gene Valve	27.00	EA	203.00	5,481.00	27.00	5,481.00	27.00	5,481.00	0.00	0.00
840 3" Jn Tap	6.00	EA	1,110.00	6,660.00	6.00	6,660.00	6.00	6,660.00	0.00	0.00
850 Meltline Drain	1.00	EA	950.00	950.00	1.00	950.00	1.00	950.00	0.00	0.00
880 Pl Fittings	1.00	LS	16,860.00	16,860.00	100.00 %	16,860.00	100.00 %	16,860.00	0.00 %	0.00
870 8" Sleeve	543.00	LF	13.80	7,493.40	543.00	7,493.40	543.00	7,493.40	0.00	0.00
880 6" Sleeve	708.00	LF	9.10	6,442.80	708.00	6,442.80	708.00	6,442.80	0.00	0.00
890 2" Sleeve	205.00	LF	3.35	686.75	205.00	686.75	205.00	686.75	0.00	0.00
800 2-Wire Control Wire	4,308.00	LF	0.95	4,090.70	4,308.00	4,090.70	4,308.00	4,090.70	0.00	0.00
910 Connect to Existing Pl Main	2.00	EA	944.00	1,888.00	2.00	1,888.00	2.00	1,888.00	0.00	0.00
920 Fine Irrigation	1.00	LS	25,310.00	25,310.00	100.00 %	25,310.00	80.00 %	15,186.00	40.00 %	10,124.00



KNIFE RIVER CO.
Remit To:
Southern Idaho Division
5450 W. Gowen Road
Boise, ID 83709
Fax: (208)-362-6199

473766
BARBER VALLEY DEVELOPMENT - CB
ATTN: DAVE ROWELL
2447 S VISTA AVENUE
BOISE ID 83705

Customer:

Contract Billing	
Contract No. 30198003	Project No. 30196003
Job Description DALLAS HARRIS ESTATES #9	
Invoice Date: 01/15/20	Adjust No. 1
Bill From: 12/20/19	Bill To: 01/15/20
Cust Ref No. 473766	

Item	Description	Units	UM	Unit Price	Extension	Total Units To Date	Total Billing	Previous Units To Date	Previous Billing	Current Units	Current Billing
930	Hunter Pro Spray Pop-Up	1.00	EA	2,400.00	2,400.00	1.00	2,400.00	0.00	0.00	1.00	2,400.00
940	Hunter Remote Control Valving	1.00	EA	2,400.00	2,400.00	1.00	2,400.00	0.00	0.00	1.00	2,400.00
950	Amended Topsoil	237.00	CY	23.05	5,482.85	237.00	5,482.85	0.00	0.00	237.00	5,482.85
960	Lawn	15,076.00	SF	0.75	11,307.00	15,076.00	11,307.00	0.00	0.00	15,076.00	11,307.00
870	Trees	44.00	EA	540.00	23,760.00	44.00	23,760.00	44.00	23,760.00	0.00	0.00
980	Powering Planes in Painter P	1.00	LS	11,370.00	11,370.00	100.00 %	11,370.00	70.00 %	7,959.00	30.00 %	3,411.00
990	Street Side Trash Receptacle	4.00	EA	2,090.00	8,360.00	4.00	8,360.00	3.00	6,270.00	1.00	2,090.00
1000	Street Sign	1.00	LS	3,130.00	3,130.00	100.00 %	3,130.00	100.00 %	3,130.00	0.00 %	0.00
1010	Type II Barricades	6.00	EA	360.00	2,160.00	0.00	0.00	0.00	0.00	0.00	0.00
1020	Type II Barricades	12.00	EA	480.00	5,760.00	0.00	0.00	0.00	0.00	0.00	0.00
1030	Street Lights 25'	3.00	EA	6,780.00	20,340.00	3.00	20,340.00	3.00	20,340.00	0.00	0.00
1040	Street Light Conduit	1,200.00	LF	8.40	10,080.00	1,200.00	10,080.00	1,200.00	10,080.00	0.00	0.00
1050	Benches Along Haystack	8.00	EA	3,250.00	26,000.00	8.00	26,000.00	8.00	19,580.00	2.00	6,520.00
1060	Planer Poles Along Haystack	16.00	EA	1,360.00	22,240.00	16.00	22,240.00	12.00	16,860.00	4.00	5,380.00
1070	Tree Grates Along Haystack	16.00	EA	6,580.00	105,280.00	16.00	105,280.00	12.00	78,560.00	4.00	26,720.00
1080	Stakes and Symbols	1.00	LS	2,370.00	2,370.00	100.00 %	2,370.00	100.00 %	2,370.00	0.00 %	0.00
1090	Prepare ACHD ESC Plan	1.00	LS	1,860.00	1,860.00	100.00 %	1,860.00	100.00 %	1,860.00	0.00 %	0.00
1100	Wet Sediment Protection	14.00	EA	60.45	846.30	14.00	846.30	14.00	846.30	0.00	0.00
1110	Silt Fence	650.00	LF	2.40	1,560.00	650.00	1,560.00	850.00	1,560.00	0.00	0.00



KNIFE RIVER CO.
Remit To:
Southern Idaho Division
5450 W. Gowen Road
Boise, ID 83709
Fax: (208) 362-6199

473788
BARBER VALLEY DEVELOPMENT - CB
ATTN: DAVE POWELL
2447 S VISTA AVENUE
BOISE ID 83705

Customer:

Contract Billing	
Contract No:	30196003
Project No.	30196003
Invoice No.	12398
Job Description	
DALLAS HARRIS ESTATES #9	
Invoice Date:	01/15/20
Appl No.	11
Adjust No.	1
Bill From:	12/20/19
Bill To:	01/15/20
Cust Ref No.	473788

Chg From	End From	Description	Units	Unit Price	Extension	Total Units To Date	Total Billing	Previous Units To Date	Previous Billing	Current Units	Current Billing
1120		Inspect and Maintain BMP's	1.00 LS	3,420.00	3,420.00	100.00 %	3,420.00	100.00 %	3,420.00	0.00 %	0.00
001	CO 1.1	ORIGINAL		\$ 2,553,407.00	\$ 2,473,480.00				\$ 2,345,749.85	\$	126,730.35
		REMOVE SERVICES	1.00 LS	68,666.00	68,666.00	100.00 %	68,666.00	100.00 %	68,666.00	0.00 %	0.00
002	CO 2.1	CO #1		\$ 68,666.00	\$ 68,666.00				\$ 68,666.00	\$	0.00
		SOFT SOIL CONDITIONS	1.00 LS	149,226.47	149,226.47	100.00 %	149,226.47	100.00 %	149,226.47	0.00 %	0.00
		CO #2		\$ 149,226.47	\$ 149,226.47				\$ 149,226.47	\$	0.00
		Subtotal Amount:		\$ 2,653,967.47	\$ 2,554,040.47				\$ 2,427,910.12	\$	126,736.35
		Total Invoice Amount:		(127,702.11)					(127,385.58)		68,350.77
				\$ 2,426,338.36					\$ 2,300,524.53		120,393.83

Previous Invoices:	\$	2,305,944.53
Current Invoices:	\$	120,393.83
Total Amount Billed to Date:	\$	2,426,338.36
Total Payments Received to Date:	\$	(1,733,042.81)
Total Outstanding	\$	693,295.55

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

 Columbia Bank 621 12TH AVE. SOUTH
NAMPA, ID 83851

5986

34-827/1251

3/11/2020

PAY TO THE ORDER OF Knife River

**120,393.83

\$

One Hundred Twenty Thousand Three Hundred Ninety-Three and 83/100*****

DOLLARS

Knife River
5450 W. Gowen Rd.
Boise, Idaho 83709

MEMO TH #9 App #11 CID



⑈005986⑈

BARBER VALLEY DEVELOPMENT, INC.
Knife River

5986

Date Type Reference
3/11/2020 Bill

Original Amt.
120,393.83

Balance Due
120,393.83

3/11/2020

Discount

Payment
120,393.83

Check Amount

120,393.83

Columbia/ICB- CHEC TH #9 App #11

120,393.83

BARBER VALLEY DEVELOPMENT, INC.
Knife River

5986

Date Type Reference
3/11/2020 Bill

Original Amt.
120,393.83

Balance Due
120,393.83

3/11/2020

Discount

Payment
120,393.83

Check Amount

120,393.83

Columbia/ICB- CHEC TH #9 App #11

120,393.83

APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER:
Barber Valley Development

PROJECT: DHE Townhomes #9 CID

PAGE ONE OF

PAGES

12

APPLICATION NO:

AIA DOCUMENT G702

PERIOD TO:

2/25/2020

FROM CONTRACTOR:
Knife River

VIA ARCHITECT:

Distribution to:

OWNER
ARCHITECT
CONTRACTOR

PROJECT NOS:

CONTRACT FOR:

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

- 1. ORIGINAL CONTRACT SUM \$ 2,533,407.00
- 2. Net change by Change Orders \$ 80,560.47
- 3. CONTRACT SUM TO DATE (Line 1 ± 2) \$ 2,613,967.47
- 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 2,580,915.47

- 5. RETAINAGE:
 - a. $\frac{5}{100}$ % of Completed Work (Column D + E on G703) \$ 129,045.86
 - b. $\frac{5}{100}$ % of Stored Material (Column F on G703) \$ Included in above

- 6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) \$ 2,451,869.61
- 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 2,426,538.36
- 8. CURRENT PAYMENT DUE \$ 25,331.25
- 9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 182,097.86

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$149,226.47	(\$68,666.00)
TOTALS	\$149,226.47	(\$68,666.00)
NET CHANGES by Change Order	\$80,560.47	

AIA DOCUMENT G702 - APPLICATION AND CERTIFICATION FOR PAYMENT - 1992 EDITION - AIA - G702

Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Documents' Authenticity from the Licensee.

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5228

By: [Signature] Date: 2/25/2020

State of: _____ County of: _____
Subscribed and sworn to before me this _____ day of _____
Notary Public: _____
My Commission expires: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 25,331.25

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

By: [Signature] Date: 6-9-20

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Handwritten: AM 6/9/2020



KNIFE RIVER CO.
 Ramit To:
 Southern Idaho Division
 5450 W. Gowen Road
 Boise, ID 83709
 Fax: (208)-362-6199

473766
 BARBER VALLEY DEVELOPMENT - CB
 ATTN: DAVE POWELL
 2447 S VISTA AVENUE
 BOISE ID 83705

Customer:

Contract Billing
 Contract No: 30196003 Invoice No. 12495
 Project No. 30196003
 Job Description
 DALLAS HARRIS ESTATES #9

Invoices Date: 02/26/20
 Appi No. 12
 Adjust No.
 Bill From: 01/15/20 Bill To: 02/21/20
 Cust Ref No. 473766

C/Item	Qty	Description	Units	UM	Unit Price	Extension	Total Units To Date	Total Billing	Previous Units To Date	Previous Billing	Current Units	Current Billing
10	1.00	Mobilization	LS		150,570.00	150,570.00	100.00 %	150,570.00	100.00 %	150,570.00	0.00 %	0.00
20	1.00	Bonds	LS		11,130.00	11,130.00	100.00 %	11,130.00	100.00 %	11,130.00	0.00 %	0.00
30	1.00	Insurance	LS		1,590.00	1,590.00	100.00 %	1,590.00	100.00 %	1,590.00	0.00 %	0.00
40	1.00	Traffic Control	LS		7,200.00	7,200.00	100.00 %	7,200.00	100.00 %	7,200.00	0.00 %	0.00
50	7.00	Clear and Grub	AC		2,440.00	17,080.00	7.00	17,080.00	7.00	17,080.00	0.00	0.00
60	11,850.00	Topsoil Strip/Stockpile	CY		4.05	47,182.50	11,850.00	47,182.50	11,850.00	47,182.50	0.00	0.00
70	7,254.00	Trench Backfill / Borrow (Onsi)	CY		15.00	108,810.00	7,254.00	108,810.00	7,254.00	108,810.00	0.00	0.00
80	40,500.00	Mass Excavation and Embankment	CY		7.50	303,750.00	40,500.00	303,750.00	40,500.00	303,750.00	0.00	0.00
100	1.00	Over Ex & Recompact Exist Drain	LS		20,309.80	20,309.80	100.00 %	20,309.80	100.00 %	20,309.80	0.00 %	0.00
110	1.00	Rebate Rocks and Concrete	LS		3,960.00	3,960.00	100.00 %	3,960.00	100.00 %	3,960.00	0.00 %	0.00
120	1.00	Abandon Exist Wall & Remove Ft	LS		3,900.00	3,900.00	100.00 %	3,900.00	100.00 %	3,900.00	0.00 %	0.00
130	2,900.00	Fence Removal	LF		0.85	2,465.00	2,900.00	2,465.00	2,900.00	2,465.00	0.00	0.00
140	1,450.00	New Fence	LF		7.20	10,440.00	1,450.00	10,440.00	1,450.00	10,440.00	0.00	0.00
160	14,500.00	Road & Sidewalk Subgrade Prep	SY		0.85	12,325.00	14,500.00	12,325.00	14,500.00	12,325.00	0.00	0.00
170	3,692.00	5" Minus Subbase	CY		25.65	94,699.80	3,692.00	94,699.80	3,692.00	94,699.80	0.00	0.00
180	945.00	3/4" Road Base	CY		38.85	36,713.25	945.00	36,713.25	945.00	36,713.25	0.00	0.00
190	5,700.00	2.5" Asphalt	SY		10.20	58,140.00	5,700.00	58,140.00	5,700.00	58,140.00	0.00	0.00
200	1,960.00	3" Asphalt	SY		12.25	24,010.00	1,960.00	24,010.00	1,960.00	24,010.00	0.00	0.00
210	368.00	Type 1" Asphalt Repair	SY		78.75	28,980.00	368.00	28,980.00	368.00	28,980.00	0.00	0.00



KNIFE RIVER CO.
Remit To:
Southern Idaho Division
5450 W. Gowen Road
Boise, ID 83709
Fax: (208)-362-6199

Contract Billing
Contract No: 30196003 Invoice No. 12495
Project No. 30196003

Job Description
DALLAS HARRIS ESTATES #9

Customer:

473766
BARBER VALLEY DEVELOPMENT - CB
ATTN: DAVE POWELL
2447 S VISTA AVENUE
BOISE ID 83705

Invoice Date: 02/26/20 Appl No. 12 Adjust No.
Bill From: 01/15/20 Bill To: 02/21/20 Cust Ref No. 473766

C-Code	Ext Item	Description	Units	UM	Unit Price	Extension	Total Units To Date	Total Billing	Previous Units To Date	Previous Billing	Current Units	Current Billing
	220	Type "C" Surface Repair	812.00	SY	10.05	8,160.60	812.00	8,160.60	812.00	8,160.60	0.00	0.00
	230	Alley Approach With 3/4" Road	4.00	EA	1,440.00	5,760.00	4.00	5,760.00	4.00	5,760.00	0.00	0.00
	240	Standard 6" Vertical Curb & Gu	3,746.00	LF	15.50	58,437.60	3,746.00	58,437.60	3,746.00	58,437.60	0.00	0.00
	250	3/4" Road Base For Curb & Gutt	126.00	CY	112.00	14,112.00	126.00	14,112.00	126.00	14,112.00	0.00	0.00
	260	6' Concrete Sidewalk - 5" Thick	1,918.00	LF	21.95	41,908.30	1,918.00	41,908.30	1,918.00	41,908.30	0.00	0.00
	270	3/4" Road Base For 6' Sidewalk	154.00	CY	69.65	10,726.10	154.00	10,726.10	154.00	10,726.10	0.00	0.00
	280	15' Concrete Sidewalk 5" Thick	1,288.00	LF	54.00	68,472.00	1,288.00	68,472.00	1,288.00	68,472.00	0.00	0.00
	290	3/4" Road Base For 15' Sidewalk	338.00	CY	60.15	20,330.70	338.00	20,330.70	338.00	20,330.70	0.00	0.00
	300	Truncated Domes	60.00	EA	180.00	10,800.00	60.00	10,800.00	60.00	10,800.00	0.00	0.00
	310	Handicap Ramps	10.00	EA	600.00	6,000.00	10.00	6,000.00	10.00	6,000.00	0.00	0.00
	320	12" SD Pipe	1,184.00	LF	32.90	38,953.60	1,184.00	38,953.60	1,184.00	38,953.60	0.00	0.00
	330	15" SD Pipe	351.00	LF	49.00	17,199.00	351.00	17,199.00	351.00	17,199.00	0.00	0.00
	340	18" SD Pipe	1,283.00	LF	52.45	67,293.35	1,283.00	67,293.35	1,283.00	67,293.35	0.00	0.00
	350	12" End Section W/TR	5.00	EA	441.00	2,205.00	5.00	2,205.00	5.00	2,205.00	0.00	0.00
	360	18" End Section W/TR	2.00	EA	713.00	1,426.00	2.00	1,426.00	2.00	1,426.00	0.00	0.00
	370	Type I Catch Basin	10.00	EA	1,020.00	10,200.00	10.00	10,200.00	10.00	10,200.00	0.00	0.00
	380	Division Box	2.00	EA	4,200.00	8,400.00	2.00	8,400.00	2.00	8,400.00	0.00	0.00
	390	48" SD Manhole	13.00	EA	2,580.00	33,540.00	13.00	33,540.00	13.00	33,540.00	0.00	0.00



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Remit To:
Southern Idaho Division
5450 W. Gowen Road
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Fax: (208)-362-6199

Contract Billing
Contract No: 30196003 Invoice No. 12495
Project No. 30196003
Job Description
DALLAS HARRIS ESTATES #9

Customer:
473786
BARBER VALLEY DEVELOPMENT - CB
ATTN: DAVE POWELL
2447 S VISTA AVENUE
BOISE ID 83705

Invoice Date: 02/26/20
App'l No. 12
Adjust No.
Bill From: 01/15/20 Bill To: 02/21/20
Cust Ref No. 473786

City	Bid Item	Description	Units	UM	Unit Price	Extension	Total Units To Date	Total Billing	Previous Units To Date	Previous Billing	Current Units	Current Billing
	400	Construct New 48" SD Manhole to	1.00	EA	2,360.00	2,360.00	1.00	2,360.00	1.00	2,360.00	0.00	0.00
	410	Inlet Protection Apron W/Orris	1.00	EA	3,720.00	3,720.00	0.00	0.00	0.00	0.00	0.00	0.00
	420	Overflow Weirs	1.00	LS	14,650.00	14,650.00	0.00 %	0.00	0.00 %	0.00	0.00 %	0.00
	430	Rip Rip Pipe Inlet/Outlet Prot	6.00	SY	312.00	1,872.00	0.00	0.00	0.00	0.00	0.00	0.00
	440	Remove Existing 48" SD Manhole	1.00	EA	293.00	293.00	1.00	293.00	1.00	293.00	0.00	0.00
	450	Remove 12" SD and Grout Openin	155.00	LF	5.50	852.50	155.00	852.50	155.00	852.50	0.00	0.00
	460	Remove 15" SD	160.00	LF	8.35	1,336.00	160.00	1,336.00	160.00	1,336.00	0.00	0.00
	470	Construct Exist SD Manhole or	2.00	EA	445.00	890.00	2.00	890.00	2.00	890.00	0.00	0.00
	480	Construct Drainage Ditch	930.00	LF	1.60	1,488.00	930.00	1,488.00	930.00	1,488.00	0.00	0.00
	490	Construct Forebay	1.00	LS	9,050.00	9,050.00	0.00 %	0.00	0.00 %	0.00	0.00 %	0.00
	500	Construct 14" SD Gravel Access	1.00	LS	45,110.00	45,110.00	100.00 %	45,110.00	50.00 %	22,555.00	50.00 %	22,555.00
	510	Construct Primary Drainage Pond	1.00	LS	40,320.00	40,320.00	50.00 %	20,160.00	50.00 %	20,160.00	0.00 %	0.00
	520	12" PVC Underdrain Pipe	53.00	LF	35.20	1,865.60	53.00	1,865.60	53.00	1,865.60	0.00	0.00
	530	24" PVC Underdrain Pipe	942.00	LF	60.55	57,038.10	942.00	57,038.10	942.00	57,038.10	0.00	0.00
	540	30" HDPE Underdrain Pipe	20.00	LF	74.20	1,484.00	20.00	1,484.00	20.00	1,484.00	0.00	0.00



KNIFE RIVER CO.
Remit To:
Southern Idaho Division
5450 W. Gowen Road
Boise, ID 83709
Fax: (208)-362-6199

Contract Billing	
Contract No:	Project No.
30196003	30196003
Job Description	
DALLAS HARRIS ESTATES #9	
Invoice No.	Invoice No.
12495	12495

473766
BARBER VALLEY DEVELOPMENT - CB
ATTN: DAVE POWELL
2447 S VISTA AVENUE
BOISE ID 83705

Customer:

Invoice Date:	Appl No.	Adjust No.
02/26/20	12	
Bill From:	Bill To:	Cust Ref No.
01/15/20	02/21/20	473766

C-Id	Bid Item	Description	Units	UM	Unit Price	Extension	Total Units To Date	Total Billing	Previous Units To Date	Previous Billing	Current Units	Current Billing
550	48" Underdrain Manhole		5.00	EA	2,870.00	14,350.00	5.00	14,350.00	5.00	14,350.00	0.00	0.00
560	Connect New 48" Underdrain Man		1.00	EA	2,360.00	2,360.00	1.00	2,360.00	1.00	2,360.00	0.00	0.00
570	90" Underdrain Manhole		1.00	EA	3,500.00	3,500.00	1.00	3,500.00	1.00	3,500.00	0.00	0.00
580	8" Sewer Pipe		2,384.00	LF	45.30	107,995.20	2,384.00	107,995.20	2,384.00	107,995.20	0.00	0.00
590	48" Sewer Manhole		10.00	EA	3,180.00	31,800.00	10.00	31,800.00	10.00	31,800.00	0.00	0.00
800	Connect Manhole to Exist Sewer		1.00	EA	4,200.00	4,200.00	1.00	4,200.00	1.00	4,200.00	0.00	0.00
810	Connect to Existing Manhole		1.00	EA	4,200.00	4,200.00	1.00	4,200.00	1.00	4,200.00	0.00	0.00
820	Modify Exist Manhole Channel		2.00	EA	568.00	1,136.00	2.00	1,136.00	2.00	1,136.00	0.00	0.00
830	Construct Sewer Gravel Access		1.00	LS	51,940.00	51,940.00	100.00 %	51,940.00	100.00 %	51,940.00	0.00 %	0.00
635	4" Sanitary Sewer Connect: on		34.00	EA	808.00	27,404.00	34.00	27,404.00	34.00	27,404.00	0.00	0.00
637	4" SS Pipe		1,180.00	LF	4.80	5,782.00	1,180.00	5,782.00	1,180.00	5,782.00	0.00	0.00
660	18" Water Pipe W/ Rest Joints		1,530.00	LF	96.80	148,257.00	1,530.00	148,257.00	1,530.00	148,257.00	0.00	0.00
670	16" Fittings		1.00	LS	22,560.00	22,560.00	100.00 %	22,560.00	100.00 %	22,560.00	0.00 %	0.00
680	Connect to Existing 18"		1.00	EA	6,270.00	6,270.00	1.00	6,270.00	1.00	6,270.00	0.00	0.00
690	18" Butterfly Valve		3.00	EA	3,600.00	10,800.00	3.00	10,800.00	3.00	10,800.00	0.00	0.00
700	8" Water Pipe		1,335.00	LF	25.10	33,508.50	1,335.00	33,508.50	1,335.00	33,508.50	0.00	0.00
710	8" Gate Valve		6.00	EA	1,330.00	7,980.00	6.00	7,980.00	6.00	7,980.00	0.00	0.00



KNIFE RIVER CO.
Remit To:
Southern Idaho Division
5450 W. Gowen Road
Boise, ID 83709
Fax: (208)-362-6199

Contract Billing
Contract No: 30196003 Invoice No. 12495
Project No. 30196003
Job Description
DALLAS HARRIS ESTATES #9

Customer:

473766
BARBER VALLEY DEVELOPMENT - CB
ATTN: DAVE POWELL
2447 S VISTA AVENUE
BOISE ID 83705

Invoice Date: 02/26/20 Appl No. 12 Adjust No.
Bill From: 01/15/20 Bill To: 02/21/20 Cust Ref No. 473766

Ord Item	Description	Units	UM	Unit Price	Extension	Total Units To Date	Total Billing	Previous Units To Date	Previous Billing	Current Units	Current Billing
720	8" Fittings	1.00	LS	2,750.00	2,750.00	100.00 %	2,750.00	100.00 %	2,750.00	0.00 %	0.00
730	Connect to Existing 8"	3.00	EA	472.00	1,416.00	3.00	1,416.00	3.00	1,416.00	0.00	0.00
740	8"X2" Blow Off	2.00	EA	1,180.00	2,320.00	2.00	2,320.00	2.00	2,320.00	0.00	0.00
750	16"X2" Blow Off	1.00	EA	1,290.00	1,290.00	1.00	1,290.00	1.00	1,290.00	0.00	0.00
760	Fire Hydrant	5.00	EA	4,270.00	21,350.00	5.00	21,350.00	5.00	21,350.00	0.00	0.00
770	Water Access Road & Install Ga	1.00	LS	62,250.00	62,250.00	100.00 %	62,250.00	100.00 %	62,250.00	0.00 %	0.00
772	1" Dual Service	16.00	EA	1,290.00	20,640.00	16.00	20,640.00	16.00	20,640.00	0.00	0.00
774	2" Water Service	2.00	EA	3,440.00	6,880.00	2.00	6,880.00	2.00	6,880.00	0.00	0.00
776	6" Fire Service	2.00	EA	3,980.00	7,960.00	2.00	7,960.00	2.00	7,960.00	0.00	0.00
810	4" PI Main	4,306.00	LF	10.95	47,150.70	4,306.00	47,150.70	4,306.00	47,150.70	0.00	0.00
820	4" PI Gate Valve	27.00	EA	203.00	5,481.00	27.00	5,481.00	27.00	5,481.00	0.00	0.00
840	3" Irr Tap	6.00	EA	1,110.00	6,660.00	6.00	6,660.00	6.00	6,660.00	0.00	0.00
850	Machine Drain	1.00	EA	950.00	950.00	1.00	950.00	1.00	950.00	0.00	0.00
860	PI Fittings	1.00	LS	16,860.00	16,860.00	100.00 %	16,860.00	100.00 %	16,860.00	0.00 %	0.00
870	8" Sleeve	543.00	LF	13.80	7,493.40	543.00	7,493.40	543.00	7,493.40	0.00	0.00
880	6" Sleeve	708.00	LF	9.10	6,442.80	708.00	6,442.80	708.00	6,442.80	0.00	0.00
890	2" Sleeve	205.00	LF	3.35	686.75	205.00	686.75	205.00	686.75	0.00	0.00
900	2-Wire Control Wire	4,306.00	LF	0.95	4,090.70	4,306.00	4,090.70	4,306.00	4,090.70	0.00	0.00
910	Connect to Existing PI Main	2.00	EA	944.00	1,888.00	2.00	1,888.00	2.00	1,888.00	0.00	0.00
920	Face Irrigation	1.00	LS	25,310.00	25,310.00	100.00 %	25,310.00	100.00 %	25,310.00	0.00 %	0.00



KNIFE RIVER CO.
Remit To:
Southern Idaho Division
5450 W. Gowen Road
Boise, ID 83709
Fax: (208)-362-6199

Contract Billing
Contract No: 30196003 Invoice No. 12495
Project No. 30196003
Job Description
DALLAS HARRIS ESTATES #9

Customer:

473766
BARBER VALLEY DEVELOPMENT - CB
ATTN: DAVE POWELL
2447 S VISTA AVENUE
BOISE ID 83705

Invoice Date:	Appl No.	Adjust No.
02/26/20	12	
Bill From:	Bill To:	Cust Ref No.
01/15/20	02/21/20	473766

C/O	Bid Item	Description	Units	U/P	Unit Price	Expendits	Total Units To Date	Total Billing	Previous Units To Date	Previous Billing	Current Units	Current Billing
	830	Hunter Pro Spray Pop-Up	1.00	EA	2,400.00	2,400.00	1.00	2,400.00	1.00	2,400.00	0.00	0.00
	940	Hunter Remots Control Valveing	1.00	EA	2,400.00	2,400.00	1.00	2,400.00	1.00	2,400.00	0.00	0.00
	950	Amended Topsoil	237.00	CY	23.05	5,462.85	237.00	5,462.85	237.00	5,462.85	0.00	0.00
	960	Lawn	15,076.00	SF	0.75	11,307.00	15,076.00	11,307.00	15,076.00	11,307.00	0.00	0.00
	970	Trees	44.00	EA	540.00	23,760.00	44.00	23,760.00	44.00	23,760.00	0.00	0.00
	980	Flowering Planies In Planter P	1.00	LS	11,370.00	11,370.00	1.00	11,370.00	1.00	11,370.00	0.00	0.00
	990	Street Side Trash Receipte Is	4.00	EA	2,090.00	8,360.00	4.00	8,360.00	4.00	8,360.00	0.00	0.00
	1000	Street Signs	1.00	LS	3,130.00	3,130.00	1.00	3,130.00	1.00	3,130.00	0.00	0.00
	1010	Type II Barricades	5.00	EA	360.00	2,180.00	4.00	1,440.00	0.00	0.00	4.00	1,440.00
	1020	Type III Barricades	12.00	EA	480.00	5,760.00	6.00	2,880.00	0.00	0.00	6.00	2,880.00
	1030	Street Lights 25'	3.00	EA	6,790.00	20,340.00	3.00	20,340.00	3.00	20,340.00	0.00	0.00
	1040	Street Light Conduit	1,200.00	LF	8.40	10,080.00	1,200.00	10,080.00	1,200.00	10,080.00	0.00	0.00
	1050	Benchas Along Haystack	8.00	EA	3,260.00	26,080.00	8.00	26,080.00	8.00	26,080.00	0.00	0.00
	1060	Planter Pots Along Haystack	16.00	EA	1,390.00	22,240.00	16.00	22,240.00	16.00	22,240.00	0.00	0.00
	1070	Tres Graas Along Haystack	16.00	EA	6,590.00	105,280.00	16.00	105,280.00	16.00	105,280.00	0.00	0.00
	1080	Stripes and Symbols	1.00	LS	2,370.00	2,370.00	1.00	2,370.00	1.00	2,370.00	0.00	0.00
	1090	Prepare ACHO ESC Plan	1.00	LS	1,660.00	1,660.00	1.00	1,660.00	1.00	1,660.00	0.00	0.00
	1100	Inlet Sediment Protection	14.00	EA	60.45	846.30	14.00	846.30	14.00	846.30	0.00	0.00
	1110	Silt Fence	650.00	LF	2.40	1,560.00	650.00	1,560.00	650.00	1,560.00	0.00	0.00

1,440.00
2,880.00



KNIFE RIVER CO.
Remit To:

Southern Idaho Division
5450 W. Gowen Road
Boise, ID 83709
Fax: (208)-362-6199

Customer:

473766
BARBER VALLEY DEVELOPMENT - CB
ATTN: DAVE POWELL
2447 S VISTA AVENUE
BOISE ID 83705

Contract Billing

Contract No: 30196003 Invoice No. 12495
Project No: 30196003


Job Description
DALLAS HARRIS ESTATES #9

Invoice Date: 02/26/20 Appl No. 12 Adjust No.
Bill From: 01/15/20 Bill To: 02/21/20 Cust Ref No. 473766

CO	Item	Description	Units	Unit Price	Extension	Total Units To Date	Total Billing	Previous Units To Date	Previous Billing	Current Units	Current Billing
1120		Inspect and Maintain BMP's	1.00	LS 3,420.00	3,420.00	100.00 %	3,420.00	100.00 %	3,420.00	0.00 %	0.00
ORIGINAL											
001	CO 1.1	REMOVE SERVICES	1.00	LS 68,666.00	68,666.00	100.00 %	2,500,355.00	100.00 %	2,473,480.00	0.00 %	26,875.00
002	CO 2.1	CO #1 SOFT SOIL CONDITIONS	1.00	LS 149,226.47	149,226.47	100.00 %	88,666.00	100.00 %	88,666.00	0.00 %	0.00
CO #2											
Subtotal Amount: \$ 2,580,915.47											
Total Invoice Amount: \$ 2,451,869.61 (129,045.86)											

Previous Invoices: \$ 2,426,338.36
Current Invoices: \$ 25,531.25
Total Amount Billed to Date: \$ 2,451,869.61
Total Payments Received to Date: \$ (2,305,944.53)
Total Outstanding \$ 145,925.08

BARBER VALLEY DEVELOPMENT, INC.
4940 E. MILL STATION DRIVE, STE. 101-B
BOISE, ID 83718

 Columbia Bank 521 12TH AVE. SOUTH
NAMP, ID 83851
34-827/1251

6088

6/12/2020

PAY TO THE ORDER OF Knife River

\$ **25,531.25

Twenty-Five Thousand Five Hundred Thirty-One and 25/100*****

DOLLARS

Knife River
5450 W. Gowen Rd.
Boise, Idaho 83709

MEMO DHE TH #9 CID App #12

⑈006088⑈

BARBER VALLEY DEVELOPMENT, INC.
Knife River

6088

Date	Type	Reference	Original Amt.	Balance Due	6/12/2020	Discount	Payment
5/31/2020	Bill		25,531.25	25,531.25			25,531.25
					Check Amount		25,531.25

Columbia/ICB- CHEC DHE TH #9 CID App #12 25,531.25

BARBER VALLEY DEVELOPMENT, INC.
Knife River

6088

Date	Type	Reference	Original Amt.	Balance Due	6/12/2020	Discount	Payment
5/31/2020	Bill		25,531.25	25,531.25			25,531.25
					Check Amount		25,531.25

Columbia/ICB- CHEC DHE TH #9 CID App #12 25,531.25

APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER:
Barber Valley Development

PROJECT: DHE Townhomes #9 CID

AIA DOCUMENT G702

13

PAGE ONE OF

PAGES

Distribution to:

OWNER
ARCHITECT
CONTRACTOR

PERIOD TO: 5/25/2020

VIA ARCHITECT:

FROM CONTRACTOR:
Knife River

PROJECT NOS:

CONTRACT FOR:

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

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

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

\$	2,553,407.00
\$	65,636.72
\$	2,619,043.72
\$	2,619,043.72

\$	130,952.27
\$	Included in above

1. ORIGINAL CONTRACT SUM
2. Net change by Change Orders
3. CONTRACT SUM TO DATE (Line 1 + 2)
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)

5. RETAINAGE:

- a. 5 % of Completed Work (Column D + E on G703)
- b. % of Stored Material (Column F on G703)

Total Retainage (Lines 5a + 5b or Total in Column I of G703)

\$	130,952.27
\$	2,488,091.45

\$	2,451,869.61
\$	36,221.84
\$	130,952.27

6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)
8. CURRENT PAYMENT DUE
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 Less Line 6)

Date: 5/25/2020

CONTRACTOR: Knife River

By: *[Signature]*

State of: _____ County of: _____
Subscribed and sworn to before me this _____ day of _____
Notary Public: _____
My Commission expires: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: \$ 26,221.84

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

ARCHITECT: *[Signature]* Date: 6/4/20

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$149,226.47	(\$68,666.00)
Total approved this Month	\$149,226.47	(\$14,923.75)
TOTALS	\$298,452.94	(\$83,589.75)
NET CHANGES by Change Order		\$65,636.72

AIA DOCUMENT G702 - APPLICATION AND CERTIFICATION FOR PAYMENT - 1992 EDITION AIA ©1992

Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

[Handwritten signature]
5/25/2020



KNIFE RIVER CO.

Remit To:

Southern Idaho Division
5450 W. Gowen Road
Boise, ID 83709
Fax: (208)-362-6199

Contract Billing

Contract No. 30196003 Invoice No. 12797
Project No. 30196003

Job Description
DALLAS HARRIS ESTATES #9

Customer:

473766
BARBER VALLEY DEVELOPMENT - CB
ATTN: DAVE POWELL
2447 S VISTA AVENUE
BOISE ID 83705

Invoice Date: 05/28/20 Appl No. 13 Adjust No.
Bill From: 05/01/20 Bill To: 05/27/20 Cust Ref No. 473766

CIC Item	Description	Units	UM	Unit Price	Extension	Total Units To Date	Total Billing	Previous Units To Date	Previous Billing	Current Units	Current Billing
10	Mobilization	1.00	LS	150,570.00	150,570.00	100.00 %	150,570.00	100.00 %	150,570.00	0.00 %	0.00
20	Bonds	1.00	LS	11,130.00	11,130.00	100.00 %	11,130.00	100.00 %	11,130.00	0.00 %	0.00
30	Insurance	1.00	LS	1,590.00	1,590.00	100.00 %	1,590.00	100.00 %	1,590.00	0.00 %	0.00
40	Traffic Control	1.00	LS	7,200.00	7,200.00	100.00 %	7,200.00	100.00 %	7,200.00	0.00 %	0.00
50	Clear and Grub	7.00	AC	2,440.00	17,080.00	7.00	17,080.00	7.00	17,080.00	0.00	0.00
60	Topsoil Strip/Stockpile	11,650.00	CY	4.05	47,182.50	11,650.00	47,182.50	11,650.00	47,182.50	0.00	0.00
70	Trench Backfill / Borrow (Grass)	7,254.00	CY	15.00	108,810.00	7,254.00	108,810.00	7,254.00	108,810.00	0.00	0.00
80	Mass Excavation and Embankment	40,500.00	CY	7.50	303,750.00	40,500.00	303,750.00	40,500.00	303,750.00	0.00	0.00
100	Over Ex & Recompact Exist Driv	1.00	LS	20,309.80	20,309.80	100.00 %	20,309.80	100.00 %	20,309.80	0.00 %	0.00
110	Reinforce Rocks and Concrete	1.00	LS	3,960.00	3,960.00	100.00 %	3,960.00	100.00 %	3,960.00	0.00 %	0.00
120	Abandon Exist Wall & Remove Ft	1.00	LS	3,900.00	3,900.00	100.00 %	3,900.00	100.00 %	3,900.00	0.00 %	0.00
130	Fence Removal	2,900.00	LF	0.85	2,465.00	2,900.00	2,465.00	2,900.00	2,465.00	0.00	0.00
140	New Fence	1,450.00	LF	7.20	10,440.00	1,450.00	10,440.00	1,450.00	10,440.00	0.00	0.00
160	Road & Sidewalk Subgrade Prep	14,500.00	SY	0.85	12,325.00	14,500.00	12,325.00	14,500.00	12,325.00	0.00	0.00
170	6" Minus Subbase	3,692.00	CY	25.85	94,699.80	3,692.00	94,699.80	3,692.00	94,699.80	0.00	0.00
180	3/4" Road Base	945.00	CY	38.85	36,713.25	945.00	36,713.25	945.00	36,713.25	0.00	0.00
190	2.5" Asphalt	5,700.00	SY	10.20	58,140.00	5,700.00	58,140.00	5,700.00	58,140.00	0.00	0.00
200	3" Asphalt	1,980.00	SY	12.25	24,010.00	1,980.00	24,010.00	1,980.00	24,010.00	0.00	0.00
210	Type "P" Asphalt Repair	368.00	SY	78.75	28,980.00	368.00	28,980.00	368.00	28,980.00	0.00	0.00



KNIFE RIVER CO.
 R: nft Co:
 Southern Idaho Division
 5450 W. Gower Road
 Boise, ID 83709
 Fax: (208)-362-6195

Contract Billing
 Contract P/c: 30196003 Project No. 30196003 Invoice No. 12797
 Job Description
 DALLAS HARRIS ESTATES #9

Customer:

473766
 BARBER VALLEY DEVELOPMENT - CB
 ATTN: DAVE POWELL
 2447 S VISTA AVENUE
 BOISE ID 83705

Invoice Date: 05/28/20 Appl No. 13 Adjust No.
 Bill From: 05/01/20 Bill To: 05/27/20 Cust Ref No. 473766

CIC	Bid Item	Description	Units	Unit	Unit Price	Extension	Total Units To Date	Total Billing	Previous Units To Date	Previous Billing	Current Units	Current Billing
220		Type "C" Surface Repair	812.00	SY	10.05	8,160.60	812.00	8,160.60	812.00	8,160.60	0.00	0.00
230		Alley Approach With 3/4" Road	4.00	EA	1,440.00	5,760.00	4.00	5,760.00	4.00	5,760.00	0.00	0.00
240		Standard 3" Vertical Curb & Gut	3,746.00	LF	15.80	58,437.60	3,746.00	58,437.60	3,746.00	58,437.60	0.00	0.00
250		3/4" Precast Base For Curb & Gutt	126.00	CY	112.00	14,112.00	126.00	14,112.00	126.00	14,112.00	0.00	0.00
260		3" Concrete Sidewalk - 5" Thick	1,918.00	LF	21.85	41,908.30	1,918.00	41,908.30	1,918.00	41,908.30	0.00	0.00
270		3/4" Road Base For 6' Sidewalk	154.00	CY	69.65	10,726.10	154.00	10,726.10	154.00	10,726.10	0.00	0.00
280		15' Concrete Sidewalk 5' Thick	1,288.00	LF	54.00	68,472.00	1,288.00	68,472.00	1,288.00	68,472.00	0.00	0.00
290		3/4" Precast Base For 15' Sidewalk	338.00	CY	60.15	20,330.70	338.00	20,330.70	338.00	20,330.70	0.00	0.00
300		Truncated Domes	60.00	EA	160.00	9,600.00	60.00	9,600.00	60.00	9,600.00	0.00	0.00
310		Handicap Ramps	10.00	EA	600.00	6,000.00	10.00	6,000.00	10.00	6,000.00	0.00	0.00
320		12" SD Pipe	1,184.00	LF	32.90	38,953.60	1,184.00	38,953.60	1,184.00	38,953.60	0.00	0.00
330		15" SD Pipe	351.00	LF	49.00	17,199.00	351.00	17,199.00	351.00	17,199.00	0.00	0.00
340		18" SD Pipe	1,283.00	LF	52.45	67,293.35	1,283.00	67,293.35	1,283.00	67,293.35	0.00	0.00
350		12" End Section W/TR	5.00	EA	441.00	2,205.00	5.00	2,205.00	5.00	2,205.00	0.00	0.00
360		18" End Section W/TR	2.00	EA	713.00	1,426.00	2.00	1,426.00	2.00	1,426.00	0.00	0.00
370		Type I Catch Basin	10.00	EA	1,020.00	10,200.00	10.00	10,200.00	10.00	10,200.00	0.00	0.00
380		diversion Box	2.00	EA	4,200.00	8,400.00	2.00	8,400.00	2.00	8,400.00	0.00	0.00
390		48" SD Manhole	13.00	EA	2,580.00	33,540.00	13.00	33,540.00	13.00	33,540.00	0.00	0.00



KNIFE RIVER CO.

Remit To:
 Southern Idaho Division
 5450 W. Gowen Road
 Boise, ID 83709
 Fax: (208)-362-6199

Contract Billing	
Contract No.	Project No.
30196003	30196003
	Invoice No.
	12797

Job Description
 DALLAS HARRIS ESTATES #9

Customer:

473766
 BARBER VALLEY DEVELOPMENT - CB
 ATTN: DAVE POWELL
 2447 S VISTA AVENUE
 BOISE ID 83705

Invoice Date:	Appl No.	Adjust No.
05/28/20	13	
Bill From:	Bill To:	Cust Ref No.
05/01/20	05/27/20	473766

C/ID	Bid Item	Description	Units	UM	Unit Price	Extension	Total Units To Date	Total Billing	Previous Units To Date	Previous Billing	Current Units	Current Billing
400		Construct New 48" SD Manhole to	1.00	EA	2,360.00	2,360.00	1.00	2,360.00	1.00	2,360.00	0.00	0.00
410		Inlet Protection Apron w/Drift	1.00	EA	3,720.00	3,720.00	1.00	3,720.00	0.00	0.00	1.00	3,720.00
420		Overflow Weirs	1.00	LS	14,650.00	14,650.00	100.00 %	14,650.00	0.00 %	0.00	100.00 %	14,650.00
430		Rip Rap Pipe Inlet/Outlet Prot	6.00	SY	312.00	1,872.00	6.00	1,872.00	0.00	0.00	6.00	1,872.00
440		Remove Existing 48" SD Manhole	1.00	EA	293.00	293.00	1.00	293.00	1.00	293.00	0.00	0.00
450		Remove 12" SD and Grout Open	155.00	LF	5.50	852.50	155.00	852.50	155.00	852.50	0.00	0.00
460		Remove 15" SD	160.00	LF	8.35	1,336.00	160.00	1,336.00	160.00	1,336.00	0.00	0.00
470		Consolid Exst SD Manhole or	2.00	EA	445.00	890.00	2.00	890.00	2.00	890.00	0.00	0.00
480		Construct Drainage Ditch	930.00	LF	1.60	1,488.00	930.00	1,488.00	930.00	1,488.00	0.00	0.00
490		Construct Forebay	1.00	LS	9,050.00	9,050.00	100.00 %	9,050.00	0.00 %	0.00	100.00 %	9,050.00
500		Construct 14" SD Gravel Access	1.00	LS	45,110.00	45,110.00	100.00 %	45,110.00	100.00 %	45,110.00	0.00 %	0.00
510		Construct Primary Drainage Pond	1.00	LS	40,320.00	40,320.00	100.00 %	40,320.00	50.00 %	20,160.00	50.00 %	20,160.00
520		12" PVC Underdrain Pipe	53.00	LF	35.20	1,865.60	53.00	1,865.60	53.00	1,865.60	0.00	0.00
530		24" PVC Underdrain Pipe	942.00	LF	60.55	57,038.10	942.00	57,038.10	942.00	57,038.10	0.00	0.00
540		30" HDPP Underdrain Pipe	20.00	LF	74.20	1,484.00	20.00	1,484.00	20.00	1,484.00	0.00	0.00



KNIFE RIVER
AN IRRIU RESOURCES COMPANY

KNIFE RIVER CO.
Remit To:

Southern Idaho Division
5450 W. Gowen Road
Boise, ID 83709
Fax: (208)-362-6199

Contract Billing

Contract No.	Project No.	Invoice No.
30195003	30196003	12797

Job Description
DALLAS HARRIS ESTATES #9

Customer:

473766
BARBER VALLEY DEVELOPMENT - CB
ATTN: DAVE POWELL
2447 S VISTA AVENUE
BOISE ID 83705

Invoice Date:	Appl No.	Adjust No.
05/28/20	13	
Bill From:	Bill To:	Cust Ref No.
05/01/20	05/27/20	473766

Cat	Bid Item	Description	Units	UOM	Unit Price	Extension	Total Units To Date	Total Billing	Previous Units To Date	Previous Billing	Current Units	Current Billing
	550	48" Underdrain Manhole	5.00	EA	2,870.00	14,350.00	5.00	14,350.00	5.00	14,350.00	0.00	0.00
	560	Connect New 48" Underdrain Man	1.00	EA	2,360.00	2,360.00	1.00	2,360.00	1.00	2,360.00	0.00	0.00
	570	60" Underdrain Manhole	1.00	EA	3,500.00	3,500.00	1.00	3,500.00	1.00	3,500.00	0.00	0.00
	580	8" Sewer Pipe	2,384.00	LF	45.30	107,995.20	2,384.00	107,995.20	2,384.00	107,995.20	0.00	0.00
	590	48" Sewer Manhole	10.00	EA	3,180.00	31,800.00	10.00	31,800.00	10.00	31,800.00	0.00	0.00
	600	Connect Manhole to Exist Sewer	1.00	EA	4,200.00	4,200.00	1.00	4,200.00	1.00	4,200.00	0.00	0.00
	610	Connect to Existing Manhole	1.00	EA	4,200.00	4,200.00	1.00	4,200.00	1.00	4,200.00	0.00	0.00
	620	Modify Exist Manhole Channel	2.00	EA	568.00	1,136.00	2.00	1,136.00	2.00	1,136.00	0.00	0.00
	630	Construct Sewer Gravel Access	1.00	LS	51,940.00	51,940.00	100.00 %	51,940.00	100.00 %	51,940.00	0.00 %	0.00
	635	4" Sanitary Sewer Connection	34.00	EA	806.00	27,404.00	34.00	27,404.00	34.00	27,404.00	0.00	0.00
	637	4" SS Pipe	1,180.00	LF	4.90	5,782.00	1,180.00	5,782.00	1,180.00	5,782.00	0.00	0.00
	660	16" Water Pipe W/ Rest Joints	1,530.00	LF	86.50	148,257.00	1,530.00	148,257.00	1,530.00	148,257.00	0.00	0.00
	670	16" Fittings	1.00	LS	22,560.00	22,560.00	100.00 %	22,560.00	100.00 %	22,560.00	0.00 %	0.00
	680	Connect to Existing 16"	1.00	EA	6,270.00	6,270.00	1.00	6,270.00	1.00	6,270.00	0.00	0.00
	690	16" Butterfly Valve	3.00	EA	3,600.00	10,800.00	3.00	10,800.00	3.00	10,800.00	0.00	0.00
	700	8" Water Pipe	1,335.00	LF	25.10	33,508.50	1,335.00	33,508.50	1,335.00	33,508.50	0.00	0.00
	710	8" Gate Valve	6.00	EA	1,330.00	7,980.00	6.00	7,980.00	6.00	7,980.00	0.00	0.00



KNIFE RIVER CO.
Remit To:
Southern Idaho Division
5450 W. Gowen Road
Boise, ID 83709
Fax: (208)-362-6199

Contract Billing
Contract No: 30196003 | Project No. 30196003 | Invoice No. 12797
Job Description
DALLAS HARRIS ESTATES #9

Customer:
473766
BARBER VALLEY DEVELOPMENT - C8
ATTN: DAVE POWELL
2447 S VISTA AVENUE
BOISE ID 83705

Invoice Date: 05/28/20 | Appl No. 13 | Adjust No.
Bill From: 05/01/20 | Bill To: 05/27/20 | Cust Ref No. 473766

C.O.	Item	Description	Units	Upr	Unit Price	Extension	Total Units To Date	Total Billing	Previous Units To Date	Previous Billing	Current Units	Current Billing
720	8" Fittings		1.00	LS	2,750.00	2,750.00	100.00 %	2,750.00	100.00 %	2,750.00	0.00 %	0.00
730	Connect to Existing 8"		3.00	EA	472.00	1,416.00	3.00	1,416.00	3.00	1,416.00	0.00	0.00
740	8"X2" Blow Off		2.00	EA	1,160.00	2,320.00	2.00	2,320.00	2.00	2,320.00	0.00	0.00
750	16"X2" Blow Off		1.00	EA	1,290.00	1,290.00	1.00	1,290.00	1.00	1,290.00	0.00	0.00
760	Fire Hydrant		5.00	EA	4,270.00	21,350.00	5.00	21,350.00	5.00	21,350.00	0.00	0.00
770	Water Access Road & Install Ga		1.00	LS	62,250.00	62,250.00	100.00 %	62,250.00	100.00 %	62,250.00	0.00 %	0.00
772	1" Dual Service		16.00	EA	1,250.00	20,000.00	16.00	20,000.00	16.00	20,000.00	0.00	0.00
774	2" Water Service		2.00	EA	3,440.00	6,880.00	2.00	6,880.00	2.00	6,880.00	0.00	0.00
776	6" Fire Service		2.00	EA	3,980.00	7,960.00	2.00	7,960.00	2.00	7,960.00	0.00	0.00
810	4" Pi Main		4,306.00	LF	10.95	47,150.70	4,306.00	47,150.70	4,306.00	47,150.70	0.00	0.00
820	4" Pi Gate Valve		27.00	EA	203.00	5,481.00	27.00	5,481.00	27.00	5,481.00	0.00	0.00
840	3" In Tap		6.00	EA	1,110.00	6,660.00	6.00	6,660.00	6.00	6,660.00	0.00	0.00
850	Mainline Drain		1.00	EA	950.00	950.00	1.00	950.00	1.00	950.00	0.00	0.00
850	Pi Fittings		1.00	LS	16,860.00	16,860.00	100.00 %	16,860.00	100.00 %	16,860.00	0.00 %	0.00
870	8" Sleeve		543.00	LF	13.80	7,493.40	543.00	7,493.40	543.00	7,493.40	0.00	0.00
880	6" Sleeve		708.00	LF	9.10	6,442.80	708.00	6,442.80	708.00	6,442.80	0.00	0.00
890	2" Sleeve		205.00	LF	3.35	686.75	205.00	686.75	205.00	686.75	0.00	0.00
900	2-Wire Control Wire		4,306.00	LF	0.95	4,090.70	4,306.00	4,090.70	4,306.00	4,090.70	0.00	0.00
910	Connect to Existing Pi Main		2.00	EA	944.00	1,888.00	2.00	1,888.00	2.00	1,888.00	0.00	0.00
920	Fire Irrigation		1.00	LS	25,310.00	25,310.00	100.00 %	25,310.00	100.00 %	25,310.00	0.00 %	0.00



KNIFE RIVER CO.
Remit To:
Southern Idaho Division
5450 W. Gowen Road
Boise, ID 83709
Fax: (208)-362-6199

Contract Billing
Contract No: 30196003 Invoice No. 12797
Project No. 30196003
Job Description
DALLAS HARRIS ESTATES #9

Customer:

473766
BARBER VALLEY DEVELOPMENT - CB
ATTN: DAVE POWELL
2447 S VISTA AVENUE
BOISE ID 83705

Invoice Date: 05/28/20
App'l No. 13
Adjust No.
Bill From: 05/01/20
Bill To: 05/27/20
Cust Ref No. 473766

C-Code	Sfd Item	Description	Units	UM	Unit Price	Extension	Total Units To Date	Total Billing	Previous Units To Date	Previous Billing	Current Units	Current Billing
	930	Hunter Pro Spray Pop-Up	1.00	EA	2,400.00	2,400.00	1.00	2,400.00	1.00	2,400.00	0.00	0.00
	940	Hunter Remote Control Valving	1.00	EA	2,400.00	2,400.00	1.00	2,400.00	1.00	2,400.00	0.00	0.00
	950	Ammended Topsoil	237.00	CY	23.05	5,462.85	237.00	5,462.85	237.00	5,462.85	0.00	0.00
	960	Lawn	15,076.00	SF	0.75	11,307.00	15,076.00	11,307.00	15,076.00	11,307.00	0.00	0.00
	970	Trees	44.00	EA	540.00	23,760.00	44.00	23,760.00	44.00	23,760.00	0.00	0.00
	980	Flowering Plantos In Planter P	1.00	LS	11,370.00	11,370.00	100.00 %	11,370.00	100.00 %	11,370.00	0.00 %	0.00
	990	Street Side Trash Receptic	4.00	EA	2,090.00	8,360.00	4.00	8,360.00	4.00	8,360.00	0.00	0.00
	1000	Street Signs	1.00	LS	3,130.00	3,130.00	100.00 %	3,130.00	100.00 %	3,130.00	0.00 %	0.00
	1010	Type II Barricades	6.00	EA	350.00	2,100.00	6.00	2,100.00	4.00	1,400.00	2.00	720.00
	1020	Type III Barricades	12.00	EA	480.00	5,760.00	12.00	5,760.00	6.00	2,880.00	6.00	2,880.00
	1030	Street Lights 25'	3.00	EA	6,780.00	20,340.00	3.00	20,340.00	3.00	20,340.00	0.00	0.00
	1040	Street Light Consult	1,200.00	LF	8.40	10,080.00	1,200.00	10,080.00	1,200.00	10,080.00	0.00	0.00
	1050	Bunches Along Haystack	8.00	EA	3,260.00	26,080.00	8.00	26,080.00	8.00	26,080.00	0.00	0.00
	1060	Planter Pots Along Haystack	18.00	EA	1,390.00	22,240.00	18.00	22,240.00	18.00	22,240.00	0.00	0.00
	1070	Tree Grates Along Haystack	16.00	EA	6,580.00	105,280.00	16.00	105,280.00	16.00	105,280.00	0.00	0.00
	1080	Stripes and Symbols	1.00	LS	2,370.00	2,370.00	100.00 %	2,370.00	100.00 %	2,370.00	0.00 %	0.00
	1090	Prepara ACHD ESC Plan	1.00	LS	1,660.00	1,660.00	100.00 %	1,660.00	100.00 %	1,660.00	0.00 %	0.00
	1100	Inlet Sediment Protection	14.00	EA	60.45	846.30	14.00	846.30	14.00	846.30	0.00	0.00
	1110	Silt Fence	650.00	LF	2.40	1,560.00	650.00	1,560.00	650.00	1,560.00	0.00	0.00



KNIFE RIVER CO.

Remit To:

Southern Idaho Division
5450 W. Gowen Road
Boise, ID 83709
Fax: (208) 362-6199

Contract Billing	
Contract No:	Project No.
30196003	30196003
Job Description	
DALLAS HARRIS ESTATES #9	
Invoice No.	
12797	

Customer:

473766
BARBER VALLEY DEVELOPMENT - CB
ATTN: DAVE POWELL
2447 S VISTA AVENUE
BOISE ID 83705

Invoice Date:	Appl No.	Adjust No.
05/28/20	13	
Bill From:	Bill To:	Cust Ref No.
05/01/20	05/27/20	473766

C-C Item	Description	Units	Unit Price	Extensor	Total Units To Date	Total Billing	Previous Units To Date	Previous Billing	Current Units	Current Billing
1120	Inspect and Maintain BMP's	1.00 LS	3,420.00	3,420.00	100.00 %	3,420.00	100.00 %	3,420.00	0.00 %	0.00
ORIGINAL										
001	REMOVE SERVICES	1.00 LS	58,666.00	58,666.00	100.00 %	58,666.00	100.00 %	58,666.00	0.00 %	0.00
CO #1										
002	SOFT SOIL CONDITIONS	1.00 LS	149,226.47	149,226.47	100.00 %	149,226.47	100.00 %	149,226.47	0.00 %	0.00
CO #2										
003	WORK NOT COMPLETED	1.00 LS	14,923.75	14,923.75	100.00 %	14,923.75	100.00 %	14,923.75	0.00 %	0.00
CO #3										
Subtotal Amount:										
						130,952.27	(129,045.86)		(1,906.41)	
RETN						Total Invoice Amount:	2,488,091.45		36,221.84	



KNIFE RIVER CO.

Remit To:
 Southern Idaho Division
 5450 W. Gowen Road
 Boise, ID 83709
 Fax: (208)-362-6199

Customer:

473766
 BARBER VALLEY DEVELOPMENT - CS
 ATTN: DAVE POWELL
 2447 S VISTA AVENUE
 BOISE ID 83705

Contract Billing		
Contract No:	Project No.	
30196003	30196003	
Job Description		
DALLAS HARRIS ESTATES #9		
Invoice Date:	Appl No.	Adjust No.
05/28/20	13	
Bill From:	Bill To:	Cust Ref No.
05/01/20	05/27/20	473766
	Current Units	Current Billing
Previous Units To Date	Previous Billing	
Total Units To Date	Total Billing	
Extension	Unit Price	
Units	Qty	
Description		
Cr/Item		

Previous Invoices:	\$	2,451,869.61
Current Invoices:	\$	36,221.84
Total Amount Billed to Date:	\$	2,488,091.45
Total Payments Received to Date:	\$	(2,426,338.36)
Total Outstanding	\$	61,753.09

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

Columbia Bank 621 12TH AVE. SOUTH
 NAMPA, ID 83851

6091

94-827/1251

6/12/2020

TO THE ORDER OF Knife River \$ **36,221.84

Thirty-Six Thousand Two Hundred Twenty-One and 84/100 *****
 DOLLARS

Knife River
 5450 W. Gowen Rd.
 Boise, Idaho 83709

MEMO DHE TH #9 CID App #13

⑈00609⑈

BARBER VALLEY DEVELOPMENT, INC.
 Knife River

6091

Date	Type	Reference	Original Amt.	Balance Due	6/12/2020 Discount	Payment
5/31/2020	Bill		36,221.84	36,221.84		36,221.84
					Check Amount	36,221.84

Columbia/ICB- CHEC DHE TH #9 CID App #13 36,221.84

BARBER VALLEY DEVELOPMENT, INC.
 Knife River

6091

Date	Type	Reference	Original Amt.	Balance Due	6/12/2020 Discount	Payment
5/31/2020	Bill		36,221.84	36,221.84		36,221.84
					Check Amount	36,221.84

Columbia/ICB- CHEC DHE TH #9 CID App #13 36,221.84

APPLICATION AND CERTIFICATION FOR PAYMENT

PROJECT: DHE Townhomes #9 CID ALA DOCUMENT G702 APPLICATION NO: 14-Final

TO OWNER:
Barber Valley Development

PAGE ONE OF _____ PAGES

Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR

FROM CONTRACTOR:
Knife River

PERIOD TO: 9/30/2020

PROJECT NOS:

CONTRACT FOR:

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

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

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

1. ORIGINAL CONTRACT SUM \$ 2,533,407.00
2. Net change by Change Orders \$ 65,636.72
3. CONTRACT SUM TO DATE (Line 1 ± 2) \$ 2,619,043.72
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 2,619,043.72

5. RETAINAGE: a. 5 % of Completed Work \$ \$0.00

b. (Column D + E on G703) \$ Included in above
 (Column F on G703) \$
 Total Retainage (Lines 5a + 5b or Total in Column I of G703)

6. TOTAL EARNED LESS RETAINAGE \$ 0.00
 (Line 4 Less Line 5 Total) \$ 2,619,043.72

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ \$ 2,488,091.45

8. CURRENT PAYMENT DUE \$ 130,952.27

9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ 0.00
 (Line 3 less Line 6)

CONTRACTOR: Knife River Date: 9/30/2020

By: [Signature] County of: _____ day of _____
 Notary Public: _____ My Commission expires: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 130,952.27

(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.)

ARCHITECT: [Signature] Date: 10/5/20

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$149,226.47	(\$68,666.00)
Total approved this Month	\$149,226.47	(\$14,923.75)
TOTALS		(\$83,589.75)
NET CHANGES by Change Order		\$65,636.72

ALA DOCUMENT G702 - APPLICATION AND CERTIFICATION FOR PAYMENT - 1992 EDITION - ALA - 61882

Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE. N.W., WASHINGTON, DC 20005-3222

10/16/2020
 AM



KNIFE RIVER CO.
Remit To:
Southern Idaho Division
5450 W. Gowen Road
Boise, ID 83709
Fax: (208)-362-8199

Customer:

473766
BARBER VALLEY DEVELOPMENT - CB
ATTN: DAVE POWELL
2447 S VISTA AVENUE
BOISE ID 83705

Contract Billing	
Contract No:	30196003
Project No.	30196003
Invoice No.	13252
Job Description	
DALLAS HARRIS ESTATES #9	

Invoices Date:	10/01/20	Appl No.	14	Adjust No.	
Bill From:	09/01/20	Bill To:	09/30/20	Cust Ref No.	473766

C/O Item	Description	Units	UMF	Unit Price	Extension	Total Units To Date	Total Billing	Previous Units To Date	Previous Billing	Current Units	Current Billing
10	Mobilization	1.00	LS	150,570.00	150,570.00	100.00 %	150,570.00	100.00 %	150,570.00	0.00 %	0.00
20	Bonds	1.00	LS	11,130.00	11,130.00	100.00 %	11,130.00	100.00 %	11,130.00	0.00 %	0.00
30	Insurance	1.00	LS	1,590.00	1,590.00	100.00 %	1,590.00	100.00 %	1,590.00	0.00 %	0.00
40	Traffic Control	1.00	LS	7,200.00	7,200.00	100.00 %	7,200.00	100.00 %	7,200.00	0.00 %	0.00
50	Clear and Grub	7.00	AC	2,440.00	17,080.00	7.00	17,080.00	7.00	17,080.00	0.00	0.00
60	Topsoil Strip/Stockpile	11,850.00	CY	4.05	47,182.50	11,850.00	47,182.50	11,850.00	47,182.50	0.00	0.00
70	Trench Backfill / Borrow (On)	7,254.00	CY	15.00	108,810.00	7,254.00	108,810.00	7,254.00	108,810.00	0.00	0.00
80	Mass Excavation and Embankment	40,500.00	CY	7.50	303,750.00	40,500.00	303,750.00	40,500.00	303,750.00	0.00	0.00
100	Over Ex & Recompact Exst (On)	1.00	LS	20,309.80	20,309.80	100.00 %	20,309.80	100.00 %	20,309.80	0.00 %	0.00
110	Rebata Rocks and Concrete	1.00	LS	3,980.00	3,980.00	100.00 %	3,980.00	100.00 %	3,980.00	0.00 %	0.00
120	Abandon Exst Well & Remove Pi	1.00	LS	3,900.00	3,900.00	100.00 %	3,900.00	100.00 %	3,900.00	0.00 %	0.00
130	Fence Removal	2,900.00	LF	0.85	2,465.00	2,900.00	2,465.00	2,900.00	2,465.00	0.00	0.00
140	New Fence	1,450.00	LF	7.20	10,440.00	1,450.00	10,440.00	1,450.00	10,440.00	0.00	0.00
160	Reed & Sidewalk Subgrade Prep	14,500.00	SY	0.85	12,325.00	14,500.00	12,325.00	14,500.00	12,325.00	0.00	0.00
170	6" Minus Subbase	3,892.00	CY	25.65	84,699.80	3,892.00	84,699.80	3,892.00	84,699.80	0.00	0.00
180	3/4" Road Base	945.00	CY	38.85	36,713.25	945.00	36,713.25	945.00	36,713.25	0.00	0.00
190	2.5" Asphalt	5,700.00	SY	10.20	58,140.00	5,700.00	58,140.00	5,700.00	58,140.00	0.00	0.00
200	3" Asphalt	1,980.00	SY	12.25	24,010.00	1,980.00	24,010.00	1,980.00	24,010.00	0.00	0.00
210	Type "P" Asphalt Repair	388.00	SY	78.75	28,980.00	388.00	28,980.00	388.00	28,980.00	0.00	0.00



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ATTN: DAVE POWELL
2447 S VISTA AVENUE
BOISE ID 83705

Contract Billing	
Contract No:	30196003
Project No.:	30196003
Invoice No.:	13252
Job Description	
DALLAS HARRIS ESTATES #9	
Invoice Date:	10/01/20
Appl No.:	14
Adjust No.:	
Bill From:	09/01/20
Bill To:	09/30/20
Cust Ref No.:	473766

C/C Item	Description	Units	UM	Unit Price	Extension	Total Units To Date	Total Billing	Previous Units To Date	Previous Billing	Current Units	Current Billing
220	Type "C" Surface Repair	812.00	SY	10.05	8,160.60	812.00	8,160.60	812.00	8,160.60	0.00	0.00
230	Alley Approach With 3/4" Road	4.00	EA	1,440.00	5,760.00	4.00	5,760.00	4.00	5,760.00	0.00	0.00
240	Standard 6" Vertical Curb & Gu	3,748.00	LF	15.80	58,437.60	3,748.00	58,437.60	3,748.00	58,437.60	0.00	0.00
250	3/4" Road Base For Curb & Gut	126.00	CY	112.00	14,112.00	126.00	14,112.00	126.00	14,112.00	0.00	0.00
260	6" Concrete Sidewalk - 5" Thick	1,918.00	LF	21.85	41,908.30	1,918.00	41,908.30	1,918.00	41,908.30	0.00	0.00
270	3/4" Road Base For 6' Sidewalk	154.00	CY	69.85	10,726.10	154.00	10,726.10	154.00	10,726.10	0.00	0.00
280	15" Concrete Sidewalk 5" Thick	1,288.00	LF	64.00	68,472.00	1,288.00	68,472.00	1,288.00	68,472.00	0.00	0.00
290	3/4" Road Base For 15' Sidewalk	338.00	CY	60.16	20,330.70	338.00	20,330.70	338.00	20,330.70	0.00	0.00
300	Truncated Domes	60.00	EA	180.00	10,800.00	60.00	10,800.00	60.00	10,800.00	0.00	0.00
310	Handicap Ramps	10.00	EA	600.00	6,000.00	10.00	6,000.00	10.00	6,000.00	0.00	0.00
320	12" SD Pipe	1,184.00	LF	32.90	38,953.80	1,184.00	38,953.80	1,184.00	38,953.80	0.00	0.00
330	15" SD Pipe	351.00	LF	48.00	17,199.00	351.00	17,199.00	351.00	17,199.00	0.00	0.00
340	18" SD Pipe	1,283.00	LF	52.45	67,293.35	1,283.00	67,293.35	1,283.00	67,293.35	0.00	0.00
350	12" End Section W/TR	6.00	EA	441.00	2,205.00	5.00	2,205.00	5.00	2,205.00	0.00	0.00
360	18" End Section W/TR	2.00	EA	713.00	1,426.00	2.00	1,426.00	2.00	1,426.00	0.00	0.00
370	Type I Catch Basin	10.00	EA	1,020.00	10,200.00	10.00	10,200.00	10.00	10,200.00	0.00	0.00
380	Division Box	2.00	EA	4,200.00	8,400.00	2.00	8,400.00	2.00	8,400.00	0.00	0.00
390	48" SD Manhole	13.00	EA	2,580.00	33,540.00	13.00	33,540.00	13.00	33,540.00	0.00	0.00



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2447 S VISTA AVENUE
BOISE ID 83705

Contract Billing	
Contract No: 30196003	Project No. 30196003
Job Description DALLAS HARRIS ESTATES #9	
Invoice No. 13252	Adjust No.
Invoice Date: 10/01/20	App'l No. 14
Bill From: 09/01/20	Bill To: 09/30/20
Cust Ref No. 473766	

C/I/Item	Description	Units	UFR	Unit Price	Extension	Total Units To Date	Total Billing	Previous Units To Date	Previous Billing	Current Units	Current Billing
400	Connect New 48" SD Manhole to	1.00	EA	2,360.00	2,360.00	1.00	2,360.00	1.00	2,360.00	0.00	0.00
410	Inlet Protection Apron Withita	1.00	EA	3,720.00	3,720.00	1.00	3,720.00	1.00	3,720.00	0.00	0.00
420	Overflow Weirs	1.00	LS	14,650.00	14,650.00	100.00 %	14,650.00	100.00 %	14,650.00	0.00 %	0.00
430	Rip Rap Pipe Inlet/Outlet Prot.	6.00	SY	312.00	1,872.00	6.00	1,872.00	6.00	1,872.00	0.00	0.00
440	Remove Existing 48" SD Manhole	1.00	EA	293.00	293.00	1.00	293.00	1.00	293.00	0.00	0.00
450	Remove 12" SD and Grout Openin	155.00	LF	6.50	852.50	155.00	852.50	155.00	852.50	0.00	0.00
460	Remove 15" SD	160.00	LF	8.35	1,336.00	160.00	1,336.00	160.00	1,336.00	0.00	0.00
470	Concrete Exist SD Manhole or	2.00	EA	445.00	890.00	2.00	890.00	2.00	890.00	0.00	0.00
480	Construct Drainage Ditch	930.00	LF	1.60	1,488.00	930.00	1,488.00	930.00	1,488.00	0.00	0.00
490	Construct Forebay	1.00	LS	9,050.00	9,050.00	100.00 %	9,050.00	100.00 %	9,050.00	0.00 %	0.00
500	Construct 14" SD Gravel Access	1.00	LS	45,110.00	45,110.00	100.00 %	45,110.00	100.00 %	45,110.00	0.00 %	0.00
510	Construct Primary Drainage Pond	1.00	LS	40,320.00	40,320.00	100.00 %	40,320.00	100.00 %	40,320.00	0.00 %	0.00
520	12" PVC Underdrain Pipe	53.00	LF	35.20	1,865.60	53.00	1,865.60	53.00	1,865.60	0.00	0.00
530	24" PVC Underdrain Pipe	942.00	LF	60.55	57,038.10	942.00	57,038.10	942.00	57,038.10	0.00	0.00
540	30" HDPP Underdrain Pipe	20.00	LF	74.20	1,484.00	20.00	1,484.00	20.00	1,484.00	0.00	0.00



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 BARBER VALLEY DEVELOPMENT - CB
 ATTN: DAVE POWELL
 2447 S VISTA AVENUE
 BOISE ID 83705

Contract Billing	
Contract No: 30196003	Project No: 30196003
Job Description DALLAS HARRIS ESTATES #9	
Invoice Date: 10/01/20	Appl No: 14
Bill From: 09/01/20	Bill To: 09/30/20
Cust Ref No: 473766	

Code	Description	Units	UM	Unit Price	Extension	Total Units To Date	Total Billing	Previous Units To Date	Previous Billing	Current Units	Current Billing
550	48" Underdrain Manhole	5.00	EA	2,870.00	14,350.00	5.00	14,350.00	5.00	14,350.00	0.00	0.00
560	Connect New 48" Underdrain Man	1.00	EA	2,360.00	2,360.00	1.00	2,360.00	1.00	2,360.00	0.00	0.00
570	60" Underdrain Manhole	1.00	EA	3,500.00	3,500.00	1.00	3,500.00	1.00	3,500.00	0.00	0.00
580	8" Sewer Pipe	2,384.00	LF	45.30	107,995.20	2,384.00	107,995.20	2,384.00	107,995.20	0.00	0.00
590	48" Sewer Manhole	10.00	EA	3,180.00	31,800.00	10.00	31,800.00	10.00	31,800.00	0.00	0.00
600	Connect Manhole to Exstr. Sewer	1.00	EA	4,200.00	4,200.00	1.00	4,200.00	1.00	4,200.00	0.00	0.00
610	Connect to Existing Manhole	1.00	EA	4,200.00	4,200.00	1.00	4,200.00	1.00	4,200.00	0.00	0.00
620	Modify Exst Manhole Channel	2.00	EA	568.00	1,136.00	2.00	1,136.00	2.00	1,136.00	0.00	0.00
630	Construct Sewer Gravel Access	1.00	LS	51,940.00	51,940.00	100.00 %	51,940.00	100.00 %	51,940.00	0.00 %	0.00
635	4" Sanitary Sewer Connection	34.00	EA	806.00	27,404.00	34.00	27,404.00	34.00	27,404.00	0.00	0.00
637	4" SS Pipe	1,180.00	LF	4.90	5,782.00	1,180.00	5,782.00	1,180.00	5,782.00	0.00	0.00
680	16" Water Pipe W/ Rest Joints	1,530.00	LF	86.90	148,257.00	1,530.00	148,257.00	1,530.00	148,257.00	0.00	0.00
670	16" Fittings	1.00	LS	22,560.00	22,560.00	100.00 %	22,560.00	100.00 %	22,560.00	0.00 %	0.00
680	Connect to Existing 16"	1.00	EA	6,270.00	6,270.00	1.00	6,270.00	1.00	6,270.00	0.00	0.00
690	16" Butterfly Valve	3.00	EA	3,600.00	10,800.00	3.00	10,800.00	3.00	10,800.00	0.00	0.00
700	8" Water Pipe	1,335.00	LF	25.10	33,508.50	1,335.00	33,508.50	1,335.00	33,508.50	0.00	0.00
710	8" Gate Valve	8.00	EA	1,330.00	7,980.00	8.00	7,980.00	8.00	7,980.00	0.00	0.00



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Cust Ref No.:	473766

Description	Units	Unit	Unit Price	Extension	Total Units To Date	Total Billing	Previous Units To Date	Previous Billing	Current Units	Current Billing
720 8" Fittings	1.00	LS	2,750.00	2,750.00	100.00 %	2,750.00	100.00 %	2,750.00	0.00	0.00 %
730 Connect to Existing 8"	3.00	EA	472.00	1,416.00	3.00	1,416.00	3.00	1,416.00	0.00	0.00 %
740 8"X2" Blow Off	2.00	EA	1,160.00	2,320.00	2.00	2,320.00	2.00	2,320.00	0.00	0.00 %
750 16"X2" Blow Off	1.00	EA	1,290.00	1,290.00	1.00	1,290.00	1.00	1,290.00	0.00	0.00 %
760 Fire Hydrant	5.00	EA	4,270.00	21,350.00	5.00	21,350.00	5.00	21,350.00	0.00	0.00 %
770 Water Access Road & Install Ga	1.00	LS	62,250.00	62,250.00	100.00 %	62,250.00	100.00 %	62,250.00	0.00	0.00 %
772 1" Dual Service	16.00	EA	1,280.00	20,640.00	16.00	20,640.00	16.00	20,640.00	0.00	0.00 %
774 2" Water Service	2.00	EA	3,440.00	6,880.00	2.00	6,880.00	2.00	6,880.00	0.00	0.00 %
776 6" Fire Service	2.00	EA	3,980.00	7,960.00	2.00	7,960.00	2.00	7,960.00	0.00	0.00 %
810 4" PI Main	4,306.00	LF	10.95	47,150.70	4,306.00	47,150.70	4,306.00	47,150.70	0.00	0.00 %
820 4" PI Gate Valve	27.00	EA	203.00	5,481.00	27.00	5,481.00	27.00	5,481.00	0.00	0.00 %
840 3" Ir Tap	6.00	EA	1,110.00	6,660.00	6.00	6,660.00	6.00	6,660.00	0.00	0.00 %
850 Mainline Drain	1.00	EA	950.00	950.00	1.00	950.00	1.00	950.00	0.00	0.00 %
860 PI Fittings	1.00	LS	16,860.00	16,860.00	100.00 %	16,860.00	100.00 %	16,860.00	0.00	0.00 %
870 6" Sleeve	543.00	LF	13.80	7,493.40	543.00	7,493.40	543.00	7,493.40	0.00	0.00 %
880 6" Sleeve	708.00	LF	9.10	6,442.80	708.00	6,442.80	708.00	6,442.80	0.00	0.00 %
890 2" Sleeve	205.00	LF	3.35	688.75	205.00	688.75	205.00	688.75	0.00	0.00 %
900 2-Wire Control Wire	4,306.00	LF	0.95	4,090.70	4,306.00	4,090.70	4,306.00	4,090.70	0.00	0.00 %
910 Connect to Existing PI Main	2.00	EA	944.00	1,888.00	2.00	1,888.00	2.00	1,888.00	0.00	0.00 %
920 Fire Irrigation	1.00	LS	25,310.00	25,310.00	100.00 %	25,310.00	100.00 %	25,310.00	0.00	0.00 %



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C/O Item	Description	Units	U/M	Unit Price	Extension	Total Units To Date	Total Billing	Previous Units To Date	Previous Billing	Current Units	Current Billing
930	Hunter Pro Spray Pop-Up	1.00	EA	2,400.00	2,400.00	1.00	2,400.00	1.00	2,400.00	0.00	0.00
940	Hunter Remotes Control Valving	1.00	EA	2,400.00	2,400.00	1.00	2,400.00	1.00	2,400.00	0.00	0.00
950	Amended Topsoil	237.00	CY	23.05	5,482.85	237.00	5,482.85	237.00	5,482.85	0.00	0.00
960	Lawn	15,076.00	SF	0.75	11,307.00	15,076.00	11,307.00	15,076.00	11,307.00	0.00	0.00
970	Trees	44.00	EA	540.00	23,760.00	44.00	23,760.00	44.00	23,760.00	0.00	0.00
980	Rovending Plantas In Planer P	1.00	LS	11,370.00	11,370.00	100.00 %	11,370.00	100.00 %	11,370.00	0.00 %	0.00
990	Street Side Trash Receptic la	4.00	EA	2,090.00	8,360.00	4.00	8,360.00	4.00	8,360.00	0.00	0.00
1000	Street Signs	1.00	LS	3,130.00	3,130.00	100.00 %	3,130.00	100.00 %	3,130.00	0.00 %	0.00
1010	Type II Benicardis	6.00	EA	360.00	2,160.00	6.00	2,160.00	6.00	2,160.00	0.00	0.00
1020	Type III Benicardis	12.00	EA	480.00	5,760.00	12.00	5,760.00	12.00	5,760.00	0.00	0.00
1030	Street Lights 25'	3.00	EA	6,760.00	20,340.00	3.00	20,340.00	3.00	20,340.00	0.00	0.00
1040	Street Light Conduit	1,200.00	LF	8.40	10,080.00	1,200.00	10,080.00	1,200.00	10,080.00	0.00	0.00
1050	Banclas Along Haystack	8.00	EA	3,260.00	26,080.00	8.00	26,080.00	8.00	26,080.00	0.00	0.00
1060	Planar Pots Along Haystack	18.00	EA	1,390.00	22,240.00	18.00	22,240.00	18.00	22,240.00	0.00	0.00
1070	Tree Grates Along Haystack	18.00	EA	6,580.00	105,280.00	18.00	105,280.00	18.00	105,280.00	0.00	0.00
1080	Stripes and Symbols	1.00	LS	2,370.00	2,370.00	100.00 %	2,370.00	100.00 %	2,370.00	0.00 %	0.00
1090	Prepare ACHD ESC Plan	1.00	LS	1,660.00	1,660.00	100.00 %	1,660.00	100.00 %	1,660.00	0.00 %	0.00
1100	Iner Sediment Protection	14.00	EA	60.45	846.30	14.00	846.30	14.00	846.30	0.00	0.00
1110	Silt Fence	650.00	LF	2.40	1,560.00	650.00	1,560.00	650.00	1,560.00	0.00	0.00



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Contract No:	30196003
Project No:	30196003
Invoice No:	13252
Job Description	
DALLAS HARRIS ESTATES #9	
Invoice Date:	10/01/20
Appl No.:	14
Adjust No.:	
Bill From:	09/01/20
Bill To:	09/30/20
Cust Ref No.:	473766

C-C Item	Description	Units	Unit Price	Extension	Total Units To Date	Total Billing	Previous Units To Date	Previous Billing	Current Units	Current Billing
1120	Inspect and Maintain BMP's	1.00 LS	3,420.00	3,420.00	100.00 %	3,420.00	100.00 %	3,420.00	0.00 %	0.00
001	ORIGINAL									
1.1	REMOVE SERVICES	1.00 LS	\$ 88,666.00	88,666.00	100.00 %	2,553,407.00	100.00 %	2,553,407.00	0.00 %	0.00
002	CO #1									
2.1	SOFT SOIL CONDITIONS	1.00 LS	\$ 149,226.47	149,226.47	100.00 %	68,666.00	100.00 %	68,666.00	0.00 %	0.00
003	CO #2									
3.1	WORK NOT COMPLETED	1.00 LS	\$ 14,923.75	14,923.75	100.00 %	149,226.47	100.00 %	149,226.47	0.00 %	0.00
RETN	RETAINAGE									
	Subtotal Amount:					\$ 4,923.75		\$ 4,923.75		\$ 0.00
	Total Invoice Amount:					\$ 2,619,043.72		\$ 2,619,043.72		\$ 0.00
						0.00		130,952.27		130,952.27
						\$ 2,488,091.45		\$ 2,488,091.45		\$ 130,952.27

BARBER VALLEY DEVELOPMENT, INC.
 4943 E. MILL STATION DRIVE, STE. 101-B
 BOISE, ID 83716



34-827/1251

6209

10/15/2020

PAY TO THE ORDER OF Knife River

**130,952.27

One Hundred Thirty Thousand Nine Hundred Fifty-Two and 27/100*****

DOLLARS

Knife River
 5450 W. Gowen Rd.
 Boise, Idaho 83709

MEMO TH #9 CID App #14 final

⑈006209⑈

BARBER VALLEY DEVELOPMENT, INC.
 Knife River

6209

Date	Type	Reference	Original Amt.	Balance Due	10/15/2020 Discount	Payment
10/13/2020	Bill		130,952.27	130,952.27		130,952.27
					Check Amount	130,952.27

Columbia/ICB- CHEC TH #9 CID App #14 final 130,952.27

BARBER VALLEY DEVELOPMENT, INC.
 Knife River

6209

Date	Type	Reference	Original Amt.	Balance Due	10/15/2020 Discount	Payment
10/13/2020	Bill		130,952.27	130,952.27		130,952.27
					Check Amount	130,952.27

Columbia/ICB- CHEC TH #9 CID App #14 final 130,952.27



January 4, 2019

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

RE: Dallas Harris Estates Townhomes Subdivision No. 9
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 Estates Townhomes Subdivision No. 9 construction project as depicted on the attached drawing.

Task 1 – Construction Bid Coordination and Award for improvements.

1. RiveRidge Engineering will distribute plans and coordinate with LeNir LTD and contractors for the evaluation and costing of the intended construction.
2. RiveRidge will work with team to set up contract documents and specifications for the CID eligible bid process.
3. 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.
4. RiveRidge will coordinate with Owner and Contractor for execution of Project Contract and scheduling of construction.

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,

9.01 Payment (Lump Sum Contract)

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

The Following is considered a Lump Sum Contract for:

1. Construction Management Services \$ 32,000.00

Total estimated compensation \$ 32,000.00

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
By: [Signature]
Doug Fowler, LeNir Ltd.

ENGINEER: RiveRidge Engineering Company
By: [Signature]
David G. Powell, P.E.

Title: President

Title: Corporate Vice President

Date Signed:

Date Signed: 1/4/2019

Acknowledged: Barber Valley Development

Address for giving notices:
LeNir Ltd
4940 E. Mill Station Drive, Suite 101-B
Boise, ID 83716

Address for giving notices:
RiveRidge Engineering
2447 S. Vista Avenue
Boise, ID 83705

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.

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.

G. 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.

H. 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.

I. The parties acknowledge that Engineer's scope of services does not include any services related to a

**BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of January 4, 2019 ("Effective Date") between
Barber Valley Development ("Owner")
and RiveRidge Engineering Company ("Engineer")
Engineer agrees to provide the services described below to Owner for 2019 Dallas Harris Estates
Townhomes No. 9 Construction
Management Services ("Project").

Description of Engineer's Services:

The 2019 Dallas Harris Estates Townhomes No. 9 Project Construction Management Scope of Services is made a part of this agreement and is attached.

Owner and Engineer further agree as follows:

1.01 Basic Agreement

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

2.01 Payment Procedures

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

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

3.01 Additional Services

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

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

plus reimbursable expenses and Engineer's consultants' charges, if any.

4.01 Termination

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

1. For cause,

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

b. By Engineer:

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

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

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

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

\$32,000.00

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

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

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

Sincerely,



David G. Powell, P.E.
Project Manager

RiveRidge
 Dallas Harris Estates Townhomes #9

Invoice Date	Job No.	Total Amount Billed	Additional Expenses	Check Number	Date Paid	Amount Paid on Contract	Additional Expenses Paid	Total Amount Paid
1/4/2019	19002	\$ 4,350.00		5377	2/12/2019	\$ 4,350.00		\$ 4,350.00
2/11/2019	19002	\$ 2,850.00		5440	3/11/2019	\$ 2,850.00		\$ 2,850.00
3/8/2019	19002	\$ 3,450.00		5479	4/11/2019	\$ 3,450.00		\$ 3,450.00
4/8/2019	19002	\$ 3,600.00		5510	5/15/2019	\$ 3,600.00		\$ 3,600.00
5/8/2019	19002	\$ 4,400.00		5560	6/12/2019	\$ 4,400.00		\$ 4,400.00
6/7/2019	19002	\$ 2,300.00		5587	7/16/2019	\$ 2,300.00		\$ 2,300.00
7/9/2019	19002	\$ 2,900.00		5623	8/9/2019	\$ 2,900.00		\$ 2,900.00
8/6/2019	19002	\$ 2,850.00		5667	9/11/2019	\$ 2,850.00		\$ 2,850.00
9/10/2019	19002	\$ 2,630.00	\$ 1,930.00	5748	10/11/2019	\$ 700.00	\$ 1,930.00	\$ 2,630.00
10/8/2019	19002	\$ 4,590.00	\$ 2,100.00	5809	11/15/2019	\$ 2,490.00	\$ 2,100.00	\$ 4,590.00
11/7/2019	19002	\$ 3,270.00	\$ 2,170.00	5847	12/12/2019	\$ 1,100.00	\$ 2,170.00	\$ 3,270.00
12/6/2019	19002	\$ 2,950.00		5895	12/30/2019	\$ 2,950.00		\$ 2,950.00
1/7/2020	19002	\$ 3,600.00		5936	2/13/2020	\$ 3,600.00		\$ 3,600.00
2/10/2020	19002	\$ 150.00		5983	3/11/2020	\$ 150.00		\$ 150.00
3/6/2020	19002	\$ 550.00		6025	4/10/2020	\$ 550.00		\$ 550.00
Total:		\$ 44,440.00	\$ 6,200.00			\$ 38,240.00	\$ 6,200.00	\$ 44,440.00

RiveRidge
Engineering
Company



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

Date: January 4, 2019
Job No. 19002

RECEIVED
JAN 9 2019

Description: Dallas Harris Estates Townhomes #9 Construction Management Contract

PROFESSIONAL SERVICES	AMOUNT	BALANCE
Professional engineering services rendered in December, 2018 in accordance with Agreement		
1. Project Construction Management Services, including Bid Document preparation, Bid Process coordination, Bid Opening, review and notification	\$ 4,350.00	\$ 4,350.00
Total Due This Period:		\$ 4,350.00
Payments/Credits:		\$ -
Outstanding Invoice:		\$ -
TOTAL AMOUNT DUE:		\$ 4,350.00

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 • 208-344-1182

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

Columbia Bank 621 12TH AVE. SOUTH
NAMPA, ID 83851

5377

34-827/1251

2/12/2019

NZ56916-08-17

PAY TO THE ORDER OF RiveRidge

**25,308.84

Twenty-Five Thousand Three Hundred Eight and 84/100*****

DOLLARS

RiveRidge
2447 S. Vista Ave.
Boise, Idaho 83705

MEMO

⑈005377⑈

BARBER VALLEY DEVELOPMENT, INC.
RiveRidge

5377

2/12/2019

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
12/28/2018	Bill	10000 TH #9	4,350.00	4,350.00		4,350.00
12/28/2018	Bill	10000 TH #9	4,350.00	4,350.00		4,350.00
12/28/2018	Bill	19002 TH #9 const.	4,350.00	4,350.00		4,350.00
12/28/2018	Bill	10000 TH #9	4,350.00	4,350.00		4,350.00
Check Amount						25,308.84

Columbia/ICB- CHEC

25,308.84

RiveRidge
Engineering
Company



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

Date: February 11, 2019
Job No. 19002

RECEIVED
2/19/19

Description: Dallas Harris Estates Townhomes Subdivision No. 9 Construction Management Services

PROFESSIONAL SERVICES	AMOUNT	BALANCE
Professional Construction Management services rendered in January, 2019 in accordance with agreement		
I. Construction Management performed in January		
Project Manager 14.0 Hours @ \$ 150.00	\$ 2,100.00	
Project Engineer 7.5 Hours @ \$ 100.00	\$ 750.00	
EIT 0.0 Hours @ \$ 80.00	\$ -	
		\$ 2,850.00
Total Due This Period:	\$	2,850.00
Payments/Credits:	\$	
Outstanding Invoice:	\$	
TOTAL AMOUNT DUE:	\$	2,850.00

PAYMENT TERMS:

All account balances not paid in full within one month of the billing date are subject to an interest charge at a rate of eighteen (18) percent (18%) 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 • 208-344-1182

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

 Columbia Bank 521 12TH AVE. SOUTH
NAMPA, ID 83661

5440

34-827/1251

3/11/2019

PAY TO THE ORDER OF RiveRidge

**2,350.00

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

DOLLARS

RiveRidge
2447 S. Vista Ave.
Boise, Idaho 83705

MEMO 19002 TH #9 CID

⑈005440⑈

BARBER VALLEY DEVELOPMENT, INC.
RiveRidge

5440

Date	Type	Reference	Original Amt.	Balance Due	3/11/2019 Discount	Payment
3/7/2019	Bill	19002 TH #9 CID	2,850.00	2,850.00		2,850.00
					Check Amount	2,850.00

Columbia/ICB- CHEC 19002 TH #9 CID 2,850.00

BARBER VALLEY DEVELOPMENT, INC.
RiveRidge

5440

Date	Type	Reference	Original Amt.	Balance Due	3/11/2019 Discount	Payment
3/7/2019	Bill	19002 TH #9 CID	2,850.00	2,850.00		2,850.00
					Check Amount	2,850.00

Columbia/ICB- CHEC 19002 TH #9 CID 2,850.00



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

Date: March 8, 2019
Job No. 19002

RECEIVED
3/11/19

Description: Dallas Harris Estates Townhomes Subdivision No. 9 Construction Management Services

PROFESSIONAL SERVICES	AMOUNT	BALANCE
Professional Construction Management services rendered in February, 2019 in accordance with agreement		
I. Construction Management performed in January		
Project Manager 14.0 Hours @ \$ 150.00	\$ 2,100.00	
Project Engineer 13.5 Hours @ \$ 100.00	\$ 1,350.00	
EIT 0.0 Hours @ \$ 80.00	\$	
		\$ 3,450.00
Total Due This Period:		\$ 3,450.00
Payments/Credits:		\$
Outstanding Invoice:		\$
TOTAL AMOUNT DUE:		\$ 3,450.00

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

 Columbia Bank 621 12TH AVE. SOUTH
NAMP, ID 83661

5479

34-827/1251

4/11/2019

PAY TO THE RiveRidge
ORDER OF

**3,450.00

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

DOLLARS

RiveRidge
2447 S. Vista Ave.
Boise, Idaho 83705

MEMO 19002 TH #9

⑈005479⑈

BARBER VALLEY DEVELOPMENT, INC.
RiveRidge

5479

Date	Type	Reference	Original Amt.	Balance Due	4/11/2019 Discount	Payment
4/10/2019	Bill	19002 TH #9	3,450.00	3,450.00		3,450.00
					Check Amount	3,450.00

Columbia/ICB- CHEC 19002 TH #9

3,450.00

BARBER VALLEY DEVELOPMENT, INC.
RiveRidge

5479

Date	Type	Reference	Original Amt.	Balance Due	4/11/2019 Discount	Payment
4/10/2019	Bill	19002 TH #9	3,450.00	3,450.00		3,450.00
					Check Amount	3,450.00

Columbia/ICB- CHEC 19002 TH #9

3,450.00

RECEIVED

APR 9 2019

RiveRidge
Engineering
Company



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

Date: April 8, 2019
Job No. 19002

Description: Dallas Harris Estates Townhomes Subdivision No. 9 Construction Management Services

PROFESSIONAL SERVICES		AMOUNT	BALANCE
Professional Construction Management services rendered in March, 2019 in accordance with agreement			
I. Construction Management performed in January			
Project Manager	17.0 Hours @ \$ 150.00	\$ 2,550.00	
Project Engineer	10.5 Hours @ \$ 100.00	\$ 1,050.00	
EIT	0.0 Hours @ \$ 80.00	\$ -	
			\$ 3,600.00
Total Due This Period:			\$ 3,600.00
Payments/Credits:			\$ -
Outstanding Invoice:			\$ -
TOTAL AMOUNT DUE:			\$ 3,600.00

PAYMENT TERMS:

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

2447 S. Vista Avenue • Boise, ID 83705
208-344-1180 • 208-344-1182

BARBER VALLEY DEVELOPMENT, INC.
4940 E. MILL STATION DRIVE, STE. 101-B
BOISE, ID 83718

 Columbia Bank 821 12TH AVE. SOUTH
Nampa, ID 83651

5510

34-827/1251

5/15/2019

PAY TO THE ORDER OF RiveRidge

**3,600.00

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

DOLLARS

RiveRidge
2447 S. Vista Ave.
Boise, Idaho 83705

MEMO 19002 CID TH #9

⑈005510⑈

BARBER VALLEY DEVELOPMENT, INC.
RiveRidge

5510

Date	Type	Reference	Original Amt.	Balance Due	5/15/2019	Discount	Payment
5/1/2019	Bill		3,600.00	3,600.00			3,600.00
					Check Amount		3,600.00

Columbia/ICB- CHEC 19002 CID TH #9

3,600.00

BARBER VALLEY DEVELOPMENT, INC.
RiveRidge

5510

Date	Type	Reference	Original Amt.	Balance Due	5/15/2019	Discount	Payment
5/1/2019	Bill		3,600.00	3,600.00			3,600.00
					Check Amount		3,600.00

Columbia/ICB- CHEC 19002 CID TH #9

3,600.00

RECEIVED
MAY 13 2019

RiveRidge
Engineering
Company



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

Date: May 8, 2019
Job No. 19002

Description: Dallas Harris Estates Townhomes Subdivision No. 9 Construction Management Services		AMOUNT	BALANCE
PROFESSIONAL SERVICES			
Professional Construction Management services rendered in April, 2019 in accordance with agreement			
1. Construction Management performed in January			
Project Manager	17.0 Hours @ \$ 150.00	\$ 2,550.00	
Project Engineer	18.5 Hours @ \$ 100.00	\$ 1,850.00	
EIT	0.0 Hours @ \$ 80.00	\$ -	
			\$ 4,400.00
Total Due This Period:			\$ 4,400.00
Payments/Credits:			\$ -
Outstanding Invoice:			\$ -
TOTAL AMOUNT DUE:			\$ 4,400.00

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 will 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 • 208-344-1182

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

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

34-827/1251

5560

6/12/2019

PAY TO THE ORDER OF RiveRidge

**4,400.00

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

\$

DOLLARS

RiveRidge
2447 S. Vista Ave.
Boise, Idaho 83705

MEMO 19002 CID TH #9

⑈005560⑈

BARBER VALLEY DEVELOPMENT, INC.
RiveRidge

5560

Date	Type	Reference	Original Amt.	Balance Due	6/12/2019 Discount	Payment
6/12/2019	Bill		4,400.00	4,400.00		4,400.00
					Check Amount	4,400.00

Columbia/ICB- CHEC 19002 CID TH #9

4,400.00

BARBER VALLEY DEVELOPMENT, INC.
RiveRidge

5560

Date	Type	Reference	Original Amt.	Balance Due	6/12/2019 Discount	Payment
6/12/2019	Bill		4,400.00	4,400.00		4,400.00
					Check Amount	4,400.00

Columbia/ICB- CHEC 19002 CID TH #9

4,400.00

RECEIVED

JUN 10 2019

RiveRidge
Engineering
Company



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

Date: June 7, 2019
Job No. 19002

Description: Dallas Harris Estates Townhomes Subdivision No. 9 Construction Management Services

PROFESSIONAL SERVICES		AMOUNT	BALANCE
Professional Construction Management services rendered in May, 2019 in accordance with agreement			
I. Construction Management performed in January			
Project Manager	10.0 Hours @ \$ 150.00	\$ 1,500.00	
Project Engineer	8.0 Hours @ \$ 100.00	\$ 800.00	
ETI	0.0 Hours @ \$ 80.00	\$ -	
			\$ 2,300.00
Total Due This Period:			\$ 2,300.00
Payments/Credits:			\$ -
Outstanding Invoice:			\$ -
TOTAL AMOUNT DUE:			\$ 2,300.00

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 • 208-344-1182

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

Columbia Bank 621 12TH AVE. SOUTH
 NAMPA, ID 83851

34-827/1251

5587

7/16/2019

MEMO TO THE ORDER OF **RiveRidge**
 Two Thousand Three Hundred and 00/100 *****
 \$ ****2,300.00**

 DOLLARS

RiveRidge
 2447 S. Vista Ave.
 Boise, Idaho 83705

MEMO 19002 CID

⑈005587⑈

BARBER VALLEY DEVELOPMENT, INC.
RiveRidge

Date	Type	Reference	Original Amt.	Balance Due	7/16/2019	5587
7/8/2019	Bill		2,300.00	2,300.00	Discount	Payment
					Check Amount	2,300.00
						2,300.00

Columbia/ICB- CHEC 19002

2,300.00

BARBER VALLEY DEVELOPMENT, INC.
RiveRidge

Date	Type	Reference	Original Amt.	Balance Due	7/16/2019	5587
7/8/2019	Bill		2,300.00	2,300.00	Discount	Payment
					Check Amount	2,300.00
						2,300.00

Columbia/ICB- CHEC 19002

2,300.00

RECEIVED

JUL 11 2019

RiveRidge
Engineering
Company



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

Date: July 9, 2019
Job No. 19002

Description: Dallas Harris Estates Townhomes Subdivision No. 9 Construction Management Services

PROFESSIONAL SERVICES	AMOUNT	BALANCE
Professional Construction Management services rendered in June, 2019 in accordance with agreement		
I. Construction Management performed in January July		
Project Manager 13.0 Hours @ \$ 150.00	\$ 1,950.00	
Project Engineer 9.5 Hours @ \$ 100.00	\$ 950.00	
EIT 0.0 Hours @ \$ 80.00	\$ -	
		\$ 2,900.00
Total Due This Period:		\$ 2,900.00
Payments/Credits:		\$ -
Outstanding Invoice:		\$ -
TOTAL AMOUNT DUE:		\$ 2,900.00

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 • 208-344-1182

BARBER VALLEY DEVELOPMENT, INC.
4940 E. MILL STATION DRIVE, STE. 101-B
BOISE, ID 83718

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

5623

34-827/1261

8/9/2019

PAY TO THE ORDER OF RiveRidge

**2,900.00

Two Thousand Nine Hundred and 00/100*****

DOLLARS

RiveRidge
2447 S. Vista Ave.
Boise, Idaho 83705

MEMO CID 19002 TH #9

⑈005623⑈

BARBER VALLEY DEVELOPMENT, INC.
RiveRidge

5623

Date Type Reference
8/9/2019 Bill

Original Amt.
2,900.00

Balance Due
2,900.00

8/9/2019
Discount

Payment
2,900.00
2,900.00

Check Amount

Columbia/ICB- CHEC CID 19002 TH #9

2,900.00

BARBER VALLEY DEVELOPMENT, INC.
RiveRidge

5623

Date Type Reference
8/9/2019 Bill

Original Amt.
2,900.00

Balance Due
2,900.00

8/9/2019
Discount

Payment
2,900.00
2,900.00

Check Amount

Columbia/ICB- CHEC CID 19002 TH #9

2,900.00

RECEIVED

AUG 8 2019

RiveRidge
Engineering
Company



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

Date: August 6, 2019
Job No. 19002

Description: Dallas Harris Estates Townhomes Subdivision No. 9 Construction Management Services

PROFESSIONAL SERVICES		AMOUNT	BALANCE
Professional Construction Mngement services rendered in July, 2019 in accordance with agreement			
1. Construction Management performed in January			
Project Manager	6.0 Hours @ \$ 150.00	\$ 900.00	
Project Engineer	19.5 Hours @ \$ 100.00	\$ 1,950.00	
EIT	0.0 Hours @ \$ 80.00	\$ -	
			\$ 2,850.00
Total Due This Period:			\$ 2,850.00
Payments/Credits:			\$ -
Outstanding Invoice:			\$ -
TOTAL AMOUNT DUE:			\$ 2,850.00

PAYMENT TERMS:

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

2447 S. Vista Avenue • Boise, ID 83705
208-344-1180 • 208-344-1182

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

Columbia Bank 621 12TH AVE. SOUTH
 NAMPA, ID 83051
 34-827/1251

5667

9/11/2019

PAY TO THE ORDER OF RiveRidge

**2,850.00

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

DOLLARS

RiveRidge
 2447 S. Vista Ave.
 Boise, Idaho 83705

MEMO CID 19002 Const. management TH #9

⑈005667⑈

BARBER VALLEY DEVELOPMENT, INC.
 RiveRidge

5667

Date	Type	Reference	Original Amt.	Balance Due	9/11/2019 Discount	Payment
9/10/2019	Bill		2,850.00	2,850.00		2,850.00
					Check Amount	2,850.00

Columbia/ICB- CHEC CID 19002 Const. management TH #9 2,850.00

BARBER VALLEY DEVELOPMENT, INC.
 RiveRidge

5667

Date	Type	Reference	Original Amt.	Balance Due	9/11/2019 Discount	Payment
9/10/2019	Bill		2,850.00	2,850.00		2,850.00
					Check Amount	2,850.00

Columbia/ICB- CHEC CID 19002 Const. management TH #9 2,850.00

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

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

5748

34-827/1251

10/11/2019

PAY TO THE ORDER OF RiveRidge

**2,630.00

\$

Two Thousand Six Hundred Thirty and 00/100*****

DOLLARS

RiveRidge
 2447 S. Vista Ave.
 Boise, Idaho 83705

MEMO 19002 CID TH #9

⑈005748⑈

BARBER VALLEY DEVELOPMENT, INC.
 RiveRidge

5748

Date	Type	Reference	Original Amt.	Balance Due	10/11/2019 Discount	Payment
10/11/2019	Bill		2,630.00	2,630.00		2,630.00
					Check Amount	2,630.00

Columbia/ICB- CHEC 19002 CID TH #9 2,630.00

BARBER VALLEY DEVELOPMENT, INC.
 RiveRidge

5748

Date	Type	Reference	Original Amt.	Balance Due	10/11/2019 Discount	Payment
10/11/2019	Bill		2,630.00	2,630.00		2,630.00
					Check Amount	2,630.00

Columbia/ICB- CHEC 19002 CID TH #9 2,630.00

RECEIVED

OCT 10 2019

RiveRidge
Engineering
Company



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

Date: October 8, 2019
Job No. 19002

Description: Dallas Harris Estates Townhomes Subdivision No. 9 Construction Management Services

PROFESSIONAL SERVICES		AMOUNT	BALANCE
Professional Construction Mngement services rendered in September, 2019 in accordance with agreement			
1.	Construction Management performed in August - water install		
	Project Manager 8.0 Hours @ \$ 150.00	\$ 1,200.00	
	Project Engineer 11.0 Hours @ \$ 100.00	\$ 1,100.00	
	EIT 2.0 Hours @ \$ 95.00	\$ 190.00	
			\$ 2,490.00
<u>UNFORESEEN CONTAMINATED SOILS COORDINATION</u>			
2.	Contaminated Soils Inspection and coordination		
	Project Manager 14.0 Hours @ \$ 150.00	\$ 2,100.00	
			\$ 2,100.00
Total Due This Period:			\$ 4,590.00
Payments/Credits:			\$ -
Outstanding Invoice:			\$ -
TOTAL AMOUNT DUE:			\$ 4,590.00

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 • 208-344-1182

BARBER VALLEY DEVELOPMENT, INC.

RiveRidge

Date	Type	Reference
11/14/2019	Bill	19002 TH #9

Original Amt.
4,590.00

Balance Due
4,590.00

11/15/2019
Discount

Check Amount

Payment
4,590.00
4,590.00

Columbia/ICB- CHEC 19002 TH #9 CID construction

4,590.00

BARBER VALLEY DEVELOPMENT, INC.

RiveRidge

Date	Type	Reference
11/14/2019	Bill	19002 TH #9

Original Amt.
4,590.00

Balance Due
4,590.00

11/15/2019
Discount

Check Amount

5809

Payment
4,590.00
4,590.00

Columbia/ICB- CHEC 19002 TH #9 CID construction

4,590.00

RECEIVED

NOV 12 2019

RiveRidge
Engineering
Company



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

Date: November 7, 2019
Job No. 19002

Description: Dallas Hurris Estates Townhomes Subdivision No. 9 Construction Management Services

PROFESSIONAL SERVICES		AMOUNT	BALANCE
Professional Construction Management services rendered in October, 2019 in accordance with agreement			
1. Construction Management services for October			
Project Manager	4.0 Hours @ \$ 150.00	\$ 600.00	
Project Engineer	5.0 Hours @ \$ 100.00	\$ 500.00	
EIT	0.0 Hours @ \$ 95.00	\$ -	
			\$ 1,100.00
<u>UNFORESEEN CONTAMINATED SOILS COORDINATION</u>			
2. Contaminated Soils Inspection and coordination			
Project Manager	8.0 Hours @ \$ 150.00	\$ 1,200.00	
Project Engineer	4.0 Hours @ \$ 100.00	\$ 400.00	
EIT	6.0 Hours @ \$ 95.00	\$ 570.00	
			\$ 2,170.00
Total Due This Period:			\$ 3,270.00
Payments/Credits:			\$ -
Outstanding Invoice:			\$ -
TOTAL AMOUNT DUE:			\$ 3,270.00

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 • 208-344-1182

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

 Columbia Bank 621 12TH AVE. SOUTH
NAMP, ID 83861

5847

34-827/1251

12/ 2/2019

Y TO THE RiveRidge
ORDER OF

**3,270.00

Three Thousand Two Hundred Seventy and 00/100*****

DOLLARS

RiveRidge
2447 S. Vista Ave.
Boise, Idaho 83705

MEMO 19002 TH #9 CID

⑈005847⑈

BARBER VALLEY DEVELOPMENT, INC.
RiveRidge

5847

Date	Type	Reference	Original Amt.	Balance Due	12/12/2019 Discount	Payment
11/26/2019	Bill		3,270.00	3,270.00		3,270.00
					Check Amount	3,270.00

Columbia/ICB- CHEC 19002 TH #9 CID 3,270.00

BARBER VALLEY DEVELOPMENT, INC.
RiveRidge

5847

Date	Type	Reference	Original Amt.	Balance Due	12/12/2019 Discount	Payment
11/26/2019	Bill		3,270.00	3,270.00		3,270.00
					Check Amount	3,270.00

Columbia/ICB- CHEC 19002 TH #9 CID 3,270.00

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

 Columbia Bank 521 12TH AVE. SOUTH
NAMP, ID 83851
34-827/1251

5895

12/30/2019

TO THE RiveRidge
ORDER OF
Two Thousand Nine Hundred Fifty and 00/100*****
RiveRidge
2447 S. Vista Ave.
Boise, Idaho 83705

\$ **2,950.00

DOLLARS

MEMO 19002 TH #9 CID



⑈005895⑈

BARBER VALLEY DEVELOPMENT, INC.
RiveRidge

5895

Date	Type	Reference	Original Amt.	Balance Due	12/30/2019 Discount	Payment
12/30/2019	Bill		2,950.00	2,950.00		2,950.00
					Check Amount	2,950.00

Columbia/ICB- CHEC 19002 TH #9 CID 2,950.00

BARBER VALLEY DEVELOPMENT, INC.
RiveRidge

5895

Date	Type	Reference	Original Amt.	Balance Due	12/30/2019 Discount	Payment
12/30/2019	Bill		2,950.00	2,950.00		2,950.00
					Check Amount	2,950.00

Columbia/ICB- CHEC 19002 TH #9 CID 2,950.00

RiveRidge
Engineering
Company



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

Date: January 7, 2020
Job No. 19002

Description: Dallas Harris Estates Townhomes Subdivision No. 9 Construction Management Services

PROFESSIONAL SERVICES	AMOUNT	BALANCE
Professional Construction Management services rendered in December, 2019 in accordance with agreement		
I. Construction Management performed in January		
Project Manager 22.0 Hours @ \$ 150.00	\$ 3,300.00	
Project Engineer 3.0 Hours @ \$ 100.00	\$ 300.00	
BIT 0.0 Hours @ \$ 80.00	\$ -	
		\$ 3,600.00
Total Due This Period:		\$ 3,600.00
Payments/Credits:		\$ -
Outstanding Invoice:		\$ -
TOTAL AMOUNT DUE:		\$ 3,600.00

PAYMENT TERMS:

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

2447 S. Vista Avenue • Boise, ID 83705
208-344-1180 • 208-344-1182

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

 Columbia Bank 521 12TH AVE. SOUTH
NAMPFA, ID 83851

5936

34-827/1251

2/13/2020

PAY TO THE ORDER OF RiveRidge

**3,600.00

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

DOLLARS

RiveRidge
2447 S. Vista Ave.
Boise, Idaho 83705

MEMO 19002 TH #9 CID

⑈005936⑈

BARBER VALLEY DEVELOPMENT, INC.
RiveRidge

5936

Date	Type	Reference	Original Amt.	Balance Due	2/13/2020	Discount	Payment
2/11/2020	Bill		3,600.00	3,600.00			3,600.00
					Check Amount		3,600.00

Columbia/ICB- CHEC 19002 TH #9 CID 3,600.00

BARBER VALLEY DEVELOPMENT, INC.
RiveRidge

5936

Date	Type	Reference	Original Amt.	Balance Due	2/13/2020	Discount	Payment
2/11/2020	Bill		3,600.00	3,600.00			3,600.00
					Check Amount		3,600.00

Columbia/ICB- CHEC 19002 TH #9 CID 3,600.00

RECEIVED

FEB 13 2020

RiveRidge
Engineering
Company



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

Date: February, 10 2020
Job No. 19002

Description: Dallas Harris Estates Townhomes Subdivision No. 9 Construction Management Services

PROFESSIONAL SERVICES		AMOUNT	BALANCE
Professional Construction Management services rendered in January, 2020 in accordance with agreement			
1. Construction Management performed in January			
Project Manager	1.0 Hours @ \$ 150.00	\$ 150.00	
Project Engineer	0.0 Hours @ \$ 100.00	\$ -	
EIT	0.0 Hours @ \$ 80.00	\$ -	
			\$ 150.00
Total Due This Period:			\$ 150.00
Payments/Credits:			\$ -
Outstanding Invoice:			\$ -
TOTAL AMOUNT DUE:			\$ 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.

2447 S. Vista Avenue • Boise, ID 83705
208-344-1180 • 208-344-1182

BARBER VALLEY DEVELOPMENT, INC.
4940 E. MILL STATION DRIVE, STE. 101-B
BOISE, ID 83718

 Columbia Bank 521 12TH AVE. SOUTH
NAMPA, ID 83851

5983

34-827/1251

3/11/2020

PAY TO THE ORDER OF RiveRidge

**150.00

One Hundred Fifty and 00/100*****

DOLLARS

RiveRidge
2447 S. Vista Ave.
Boise, Idaho 83705

MEMO 19002 TH #9 CID



⑈005983⑈

BARBER VALLEY DEVELOPMENT, INC.
RiveRidge

5983

Date	Type	Reference	Original Amt.	Balance Due	3/11/2020 Discount	Payment
3/11/2020	Bill		150.00	150.00		150.00
					Check Amount	150.00

Columbia/ICB- CHEC 19002 TH #9 CID 150.00

BARBER VALLEY DEVELOPMENT, INC.
RiveRidge

5983

Date	Type	Reference	Original Amt.	Balance Due	3/11/2020 Discount	Payment
3/11/2020	Bill		150.00	150.00		150.00
					Check Amount	150.00

Columbia/ICB- CHEC 19002 TH #9 CID 150.00

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

 Columbia Bank 621 12TH AVE. SOUTH
 NAMP, ID 83851

6025

34-827/1251

4/10/2020

10214815-06-19
 PAY TO THE ORDER OF RiveRidge
 Five Hundred Fifty and 00/100*****
 \$ **550.00
 DOLLARS
 RiveRidge
 2447 S. Vista Ave.
 Boise, Idaho 83705

MEMO

⑈006025⑈

BARBER VALLEY DEVELOPMENT, INC.
 RiveRidge

6025

Date	Type	Reference	Original Amt.	Balance Due	4/10/2020 Discount	Payment
4/9/2020	Bill	19002 TH #9 CID	550.00	550.00		550.00
					Check Amount	550.00

Columbia/ICB- CHEC

550.00

BARBER VALLEY DEVELOPMENT, INC.
 RiveRidge

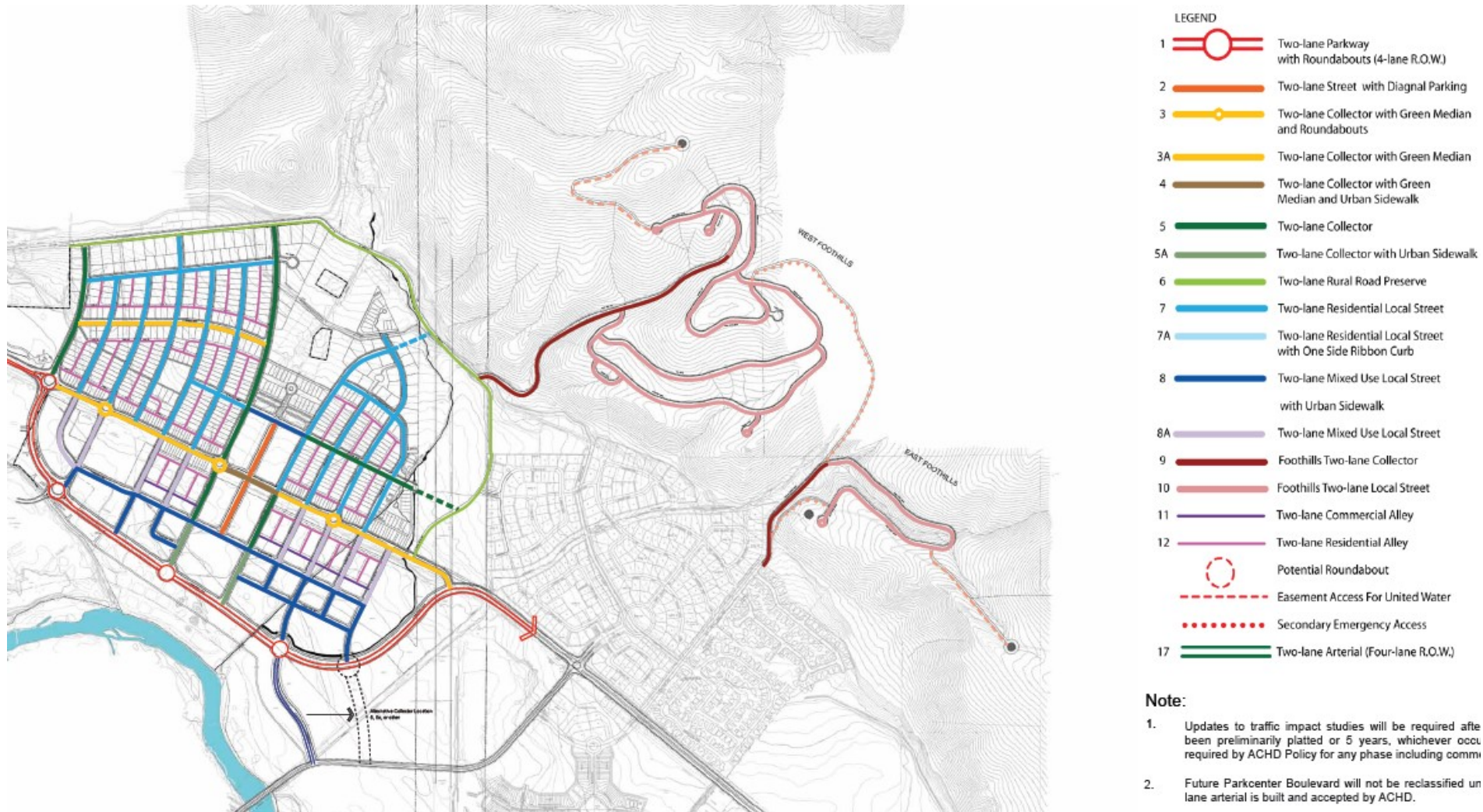
6025

Date	Type	Reference	Original Amt.	Balance Due	4/10/2020 Discount	Payment
4/9/2020	Bill	19002 TH #9 CID	550.00	550.00		550.00
					Check Amount	550.00

Columbia/ICB- CHEC

550.00

O. Exhibit O – SP-01 Circulation Plans – Roadway Plan²⁵



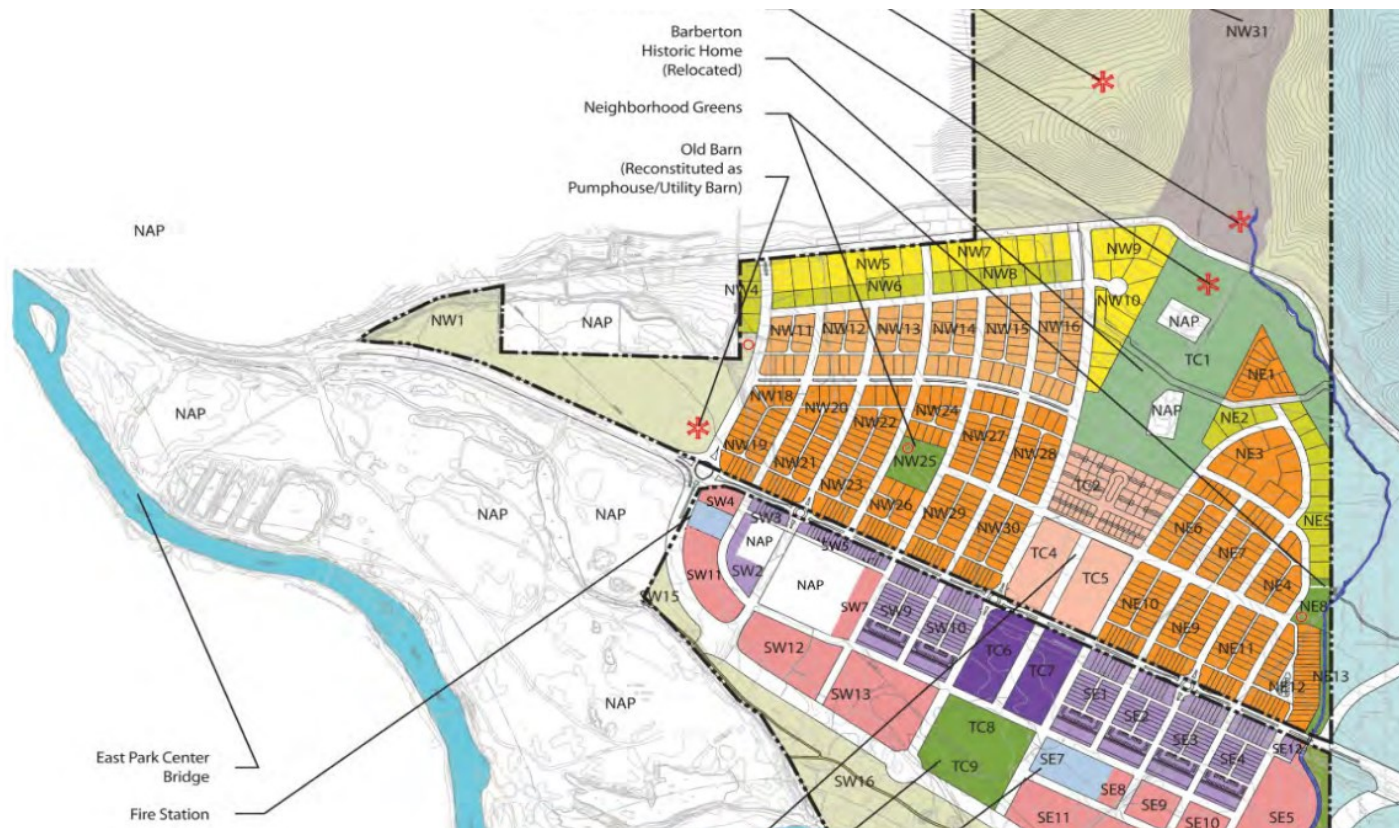
²⁵ Harris ranch specific plan. City of Boise. (2019). Retrieved September 25, 2021, from <https://www.cityofboise.org/departments/planning-and-development-services/planning-and-zoning/comprehensive-planning/master-plans/harris-ranch-specific-plan/>.

P. Exhibit P – SP-01 Land Use Development Plan²⁶

- LEGEND
- Mixed-Use Commercial and High-Density Residential
 - Mixed-Use Commercial and Med-High-Density Residential
 - Mixed-Use Village Center
 - Mixed-Use Village Center
 - Residential—Medium-Density (8 DU/Ac.)
 - Residential—Medium-Density (6 DU/Ac.)
 - Residential—Low-Density (4 DU/Ac.)
 - Residential—Low-Density (2 DU/Ac.)
 - Residential—Foothill Development
 - Destination Spa Resort
 - Public Facilities (Schools, Fire Station)
 - Harris Homestead Foundation
 - Open Space/Conservation Areas
 - Idaho Power Corridor
 - Homeowner's Association Green Space (Town Square To Have Farmer's Market & Restaurant)
 - Boise City Parks
 - Postal Pavilion
 - Historic/Cultural Site
 - NAP NOT A PART

Note: Historic and cultural sites will be protected. Refer to the Harris Resources Survey and Supplement – Vol. II, Appendix 3.

E. All sidewalks shall be located outside of ACHD Right-of-Way. Public sidewalks shall be located within an easement to be dedicated to and accepted by the City of Boise. Sidewalks may be allowed in ACHD right-of-way crossing the Idaho Power



²⁶ Harris ranch specific plan. City of Boise. (2019). Retrieved September 28, 2021, from <https://www.cityofboise.org/media/9160/chapter-2-land-use-plans-compressed.pdf>

Q. Exhibit Q - Developer Response to Objection to TH9 and TH11 Reimbursement Requests

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

Via electronic mail (dhasegawa@cityofboise.org)

August 27, 2021

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

Re: Response to August 7, 2021 Harris Ranch CID Taxpayers’ Association (“HRCIDTA”) Letter

Dear Members of the Board:

This letter is the first of what we expect to be several responses to HRCIDTA correspondence that has been circulating over the past several weeks. It is unfortunate that HRCIDTA has chosen to misrepresent the facts, history, and legal situation surrounding the HRCID. This letter is intended to begin to set the record straight, as well as to respond to specific objections to pending payment requests.

Background

Harris Ranch is not a typical subdivision. It is unique and represents a number of “firsts”. For example, it is the first specific plan approved by the City of Boise, and only reached that approval after many years of neighborhood charrettes, discussions, and public hearings. It was approved after a lengthy review, with much fanfare coming from the smart growth, pedestrian-friendly design that runs throughout the master planned project.

Harris Ranch is also a first in that it is one of the first subdivisions to actively use a Community Infrastructure District (CID) to finance community improvements associated with the development. The Idaho Community Infrastructure District Act (Idaho Code Section 50-3101, *et seq.*) was approved by the Idaho Legislature as a means of financing a limited class of infrastructure in response to rapid growth. The CID does not provide a “wish list” of extravagances and it is not an ATM for the developer. Instead, it allows for reimbursement of a limited class of items. **Only “community infrastructure” as defined in the CID statute is eligible to be reimbursed.** This includes roadways, parking facilities, trails and pathways, public safety facilities, real property interests, domestic water facilities, sewer and

wastewater facilities, as well as parks and open space. (See, e.g., I.C. § 50-3102(2), which in turn references I.C. § 67-8203(24)).¹

In order to qualify for reimbursement, the developer must go through many of the checks and balances applicable to public projects and meet all of the requirements of the Development Agreement between the City of Boise, the HRCID, and the developer. For example, all projects constructed by the developer must be publicly bid in accordance with Idaho Code before they can be reimbursed. Once completed, the projects and all associated paperwork undergo scrutiny by CID staff, including its manager and engineer, to confirm that the projects are, in fact, eligible. The CID board then undertakes its own review. This is an ongoing process that has been in place at the HRCID from its very beginning.

In sum, a subdivision with a CID is very different than one without a CID. Smart growth, pedestrian-friendly, master-planned developments are no small thing to build or finance—this is why many subdivisions are the smaller, “checkerboard” developments that occur in green fields across the valley, simply because they are more economical to build and require fewer up-front costs. Harris Ranch is different. As one major example, before the project could truly move forward, one of the design elements was construction of a new extension of E. Parkcenter Blvd. as a pedestrian-friendly, traffic-calmed area. This required replacing the prior, 50 mile-per-hour Warm Springs Blvd., which ran right through the center of the project, with what we now know as the Warm Springs bypass road. A complete reconfiguration of area roadways to arrive at the award-winning, pedestrian friendly design we see today could not have happened without the HRCID.

Harris Ranch is different. The HRCID made it possible.

Response to August 7, 2021 HRCIDTA Letter

With that background, we would like to respond briefly to the August 7, 2021 HRCIDTA letter, which attacks reimbursements associated with Dallas Harris Estates Townhomes Subdivision No. 9 (Project ID No. GO21-2) and No. 10 (Project ID No. GO21-3).

First, the HRCIDTA argues that roadways are improvements that must be borne by the developer in other subdivisions; therefore, all roadways should not be reimbursable by the CID. The problem with this over-simplified claim is that this is not a standard subdivision. This is a CID, and the CID Act clearly provides that roadways are reimbursable. In fact, not only were area roadways identified as reimbursable items in the “General Plan” that is required to be submitted with the original HRCID Petition,² but roadways and road improvements are the **first category of community infrastructure identified by the legislature in the CID Act as reimbursable**:

¹ See Appendix 1, which includes a courtesy copy of Idaho Code Sections 50-3102(2) and 67-8203(24).

² See Appendix 2, in particular Exhibits B and C to said General Plan.

(2) "Community infrastructure" means improvements that have a substantial nexus to the district and directly or indirectly benefit the district. Community infrastructure excludes public improvements fronting individual single family residential lots. Community infrastructure includes planning, design, engineering, construction, acquisition or installation of such infrastructure, including the costs of applications, impact fees and other fees, permits and approvals related to the construction, acquisition or installation of such infrastructure, and incurring expenses incident to and reasonably necessary to carry out the purposes of this chapter. Community infrastructure includes all public facilities as defined in section 67-8203(24), Idaho Code, and, to the extent not already included within the definition in section 67-8203(24), Idaho Code, the following:

(a) Highways, parkways, expressways, interstates, or other such designation, interchanges, bridges, crossing structures, and related appurtenances;

(I.C. § 50-3102(2)). If the HRCIDTA were correct and roads could not be reimbursed, the entire category of roadway reimbursements would be read out of the CID Act. The legislature intended, and the CID Act clearly states, that roadways are reimbursable.

Second, the HRCIDTA argues that the roads and stormwater retention ponds are a benefit to a wider set of properties than just those within the CID and, therefore, should not be reimbursed. This, again, is not a limitation contained in the CID Act—the question is whether these ponds benefit the district, which they clearly do. These stormwater ponds collect drainage only from areas within the CID. Despite the HRCIDTA's inaccurate portrayal to the contrary, these ponds do not collect stormwater from areas outside of the CID. They do not service property in the area of the E. Parkcenter bridge (as suggested without any basis by the HRCIDTA)—those areas were developed separately by a different developer. But even if they provided a benefit to a larger area, that would not make these ponds ineligible for reimbursement. Taxing districts regularly provide benefits to those residing outside their boundaries. This argument would be akin to the City of Boise being precluded from funding its parks simply because someone from Caldwell may travel to Julia Davis Park and have a picnic. The question is whether these ponds are a qualified category of community infrastructure and provide a benefit to the district. They clearly meet this standard.

Third, the HRCIDTA argues that this public infrastructure cannot be reimbursed due to the requirements of Idaho Code Section 50-3102(2), which states that community infrastructure "excludes improvements fronting individual single-family residential lots."

The HRCIDTA is correct that the developer understands this limitation. In fact, it has been an ongoing discussion since the time the CID Act was originally passed. Per the legislative history of the statute, the improvements that would be excluded from the definition of community infrastructure were intended to be "side streets, curbs, gutters, and sewer connections to individual houses." (Minutes of House Revenue and Taxation Committee, March 6, 2008).³ Consistent with this legislative intent, the developer has never sought reimbursement for improvements in the residential areas north of E. Parkcenter Blvd., which truly cater only to local traffic and individual homes.

³ See Appendix 3, which includes a copy of said legislative history.

The blocks south of E. Parkcenter Blvd. are different. These areas are not the single-family detached residences characteristic of the northern areas of the project; instead, these blocks are much more highly trafficked as they serve areas that include multi-family development, the future commercial areas of the Village Center, and the future Village Green. Significant trunk infrastructure is located in these roadways—not simply individual service lines. These roadways (and the infrastructure they contain) truly do serve the entire CID.

The HRCIDTA paints with a broad brush to claim that all of the improvements are automatically excluded by this “fronting” limitation. The HRCIDTA does not differentiate at all among the different types of lots that are actually part of this request and attempts to hide the differences. For example, the parcels at the end of each block are multi-family—not single-family. As a result, under no circumstances would they fall under the “fronting individual single-family residential lots” exclusion in the CID Act. They are clearly eligible and do not fall within the exclusion. The HRCIDTA’s suggestion (in Footnote 1) that these costs cannot be segregated reflects a complete and fundamental misunderstanding of construction contracts, which are awarded on a lineal-foot cost basis, allowing such costs to be easily segregated if necessary.

Such segregation is not necessary. The remaining improvements are also eligible because the “fronting” exclusion does not apply.

The term “fronting” is not defined in the statute, but it does have an everyday meaning that can easily be identified in City Code and the Harris Ranch Specific Plan. It is, simply put, an iteration of the concepts of “front” or “frontage,” which have specific meaning in the planning and zoning context. For example, under Boise City Code, “Lot, Frontage” refers to “[t]hat portion of a lot that abuts a public right-of-way or other access.” (Boise City Code, Section 11-012-05 (emphasis added)). Another example: in order to have “street frontage” (and, in many instances, be eligible for a building permit), the City looks for the portion of a lot that “fronts upon a street or alley. To constitute frontage, the subject street or alley must provide access to abutting properties.” (*Id.* (emphasis added)). In other words, there is no access (and therefore no street frontage) if the street does not physically touch the property in question. The Harris Ranch Specific Plan Code (Boise City Code, Section 11-013-01, *et seq.*) contains similar requirements.⁴

These definitions clearly show that the general usage of the term fronting requires adjacency. Every improvement included in these reimbursement requests is isolated and separated from the “single-family residential lots” by a common area strip. That common area strip creates a break in contiguity from the individual single-family residential lots such that they no longer “front” the improvements and are, accordingly, eligible for reimbursement. This is appropriate given that these are not the “side streets, curbs, gutters, and sewer connections to individual houses” intended by the legislature to fall within the “fronting” exclusion, and instead serve the larger district.

⁴ Examples of frontage as requiring adjacency abound throughout the Harris Ranch Specific Plan Code. *See, e.g.*, BCC 11-013-01.8.C(15) (requiring retail nurseries to “have frontage on an arterial or collector street”); 11-013-9.J (requiring parking to be accessed from an alley “or secondary frontage”).

Conclusion

All CID reimbursements are subject to careful consideration. They must be identified in the CID Act and must be reimbursed only after meeting each of the statutory criteria. That has occurred here. We ask the CID Board to review these payment requests and arrive at its own conclusion; however, we believe the facts clearly show: (1) roadways are reimbursable per the CID Act; (2) stormwater drains are a specific benefit to the HRCID; and (3) City code and common usage of the term "fronting" dictates that these requests do not fall within the statutory exclusion claimed by HRCIDTA.

Very truly yours,



T. Hethe Clark
HC/bdb

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

Appendices:

- Appendix 1 – Courtesy copy of Idaho Code Sections 50-3102 and 67-8203
- Appendix 2 – Exhibit C to Petition to Form Harris Ranch Community Infrastructure District No. 1 (City of Boise, Idaho) – General Plan
- Appendix 3 – Minutes of House Revenue and Taxation Committee, March 6, 2008

APPENDIX 1



Idaho Statutes

TITLE 50
MUNICIPAL CORPORATIONS
CHAPTER 31

COMMUNITY INFRASTRUCTURE DISTRICT ACT

50-3102. DEFINITIONS. As used in this chapter, the following terms shall have the meanings as stated:

(1) "Assessment area" means real property within the boundaries of a community infrastructure district that is the subject of a specific special assessment as set forth in this chapter.

(2) "Community infrastructure" means improvements that have a substantial nexus to the district and directly or indirectly benefit the district. Community infrastructure excludes public improvements fronting individual single family residential lots. Community infrastructure includes planning, design, engineering, construction, acquisition or installation of such infrastructure, including the costs of applications, impact fees and other fees, permits and approvals related to the construction, acquisition or installation of such infrastructure, and incurring expenses incident to and reasonably necessary to carry out the purposes of this chapter. Community infrastructure includes all public facilities as defined in section 67-8203(24), Idaho Code, and, to the extent not already included within the definition in section 67-8203(24), Idaho Code, the following:

(a) Highways, parkways, expressways, interstates, or other such designation, interchanges, bridges, crossing structures, and related appurtenances;

(b) Public parking facilities, including all areas for vehicular use for travel, ingress, egress and parking;

(c) Trails and areas for pedestrian, equestrian, bicycle or other nonmotor vehicle use for travel, ingress, egress and parking;

(d) Public safety facilities;

(e) Acquiring interests in real property for community infrastructure;

(f) Financing costs related to the construction of items listed in this subsection; and

(g) Impact fees.

(3) "Community infrastructure segment" means a separate or a discernible portion of a construction contract attributable to community infrastructure.

(4) "Debt service" means the principal of, interest on and premium, if any, on the bonds, when due, whether at maturity or prior redemption and fees and costs of registrars, trustees, paying agents or other agents necessary to handle the bonds and the costs of credit enhancement or liquidity support.

(5) "District" means a community infrastructure district formed pursuant to this chapter. A district shall only include contiguous property at the time of formation. Land that is connected by only a shoestring or strip of land which comprises a railroad or highway right-of-way shall not be considered contiguous for the purposes of this chapter. Subsequent to a

district's formation, a district may include noncontiguous property but only if specifically determined by the district board to have a substantial nexus to the initial district or to the community infrastructure contemplated by the initial district, and then authorized by the district board in its discretion and pursuant to section 50-3106, Idaho Code.

(6) "District board" means the board of directors of the district.

(7) "District development agreement" means an agreement between a property owner or developer, the county or city, any other political subdivision of the state, and/or the district. A district development agreement shall be used to establish obligations of the parties to the agreement relating to district financing and development, including: intergovernmental agreements; the ultimate public ownership of the community infrastructure financed by the district; the understanding of the parties with regard to future annexations of property into the district; the total amount of bonds to be issued by the district and the property taxes and special assessments to be levied and imposed to repay the bonds and the provisions regarding the disbursement of bond proceeds; the financial assurances, if any, to be provided with respect to the bonds; impact and other fees imposed by governmental authorities, including credit, prepayment and/or reimbursement with respect thereto; and other matters relating to the community infrastructure, such as construction, acquisition, planning, design, inspection, ownership and control. A district development agreement shall be in addition to and shall not supplant any development agreement entered into pursuant to section 67-6511A, Idaho Code, pursuant to which a governing body may require or permit as a condition of rezoning that an owner or developer make a written commitment concerning the use or development of the subject parcel.

(8) "General plan" means the general plan described in section 50-3103(1), Idaho Code, as the plan may be amended from time to time.

(9) "Governing body" means the county commissioners or city council that by law is constituted as the governing body of the county or city in which the district is located. Reference in this chapter to "governing body or bodies" shall mean the governing body or bodies of each county and city in which the district is located.

(10) "Owner" means the person listed as the owner of real property within the district or a proposed district on the current property rolls in effect at the time that the action, proceeding, hearing or election has begun; provided however, that if a person listed on the property rolls is no longer the owner of real property within the district or a proposed district and the name of the successor owner becomes known and is verified by recorded deed or other similar evidence of transfer of ownership, the successor owner shall be deemed to be the owner for the purposes of this chapter.

(11) "Market value for assessment purposes" means the amount of the last preceding equalized assessment of all taxable property and excludes all property exempt from taxation pursuant to section 63-602G, Idaho Code, within the community infrastructure district on the tax rolls completed and available as of the date of approval in the district bond issuance.

(12) "Person" means any entity, individual, corporation, partnership, firm, association, limited liability company, limited liability partnership, trust or other such entities as recognized by the state of Idaho. A "person in interest" is any person who is a qualified elector in

the district, who is an owner of real property in the district or who is a real property taxpayer in the district.

(13) "Qualified elector" means a person who possesses all of the qualifications required of electors under the general laws of the state of Idaho and:

(a) Resides within the boundaries of a district or a proposed district and who is a qualified elector. For purposes of this chapter, such elector shall also be known as a "resident qualified elector"; or

(b) Is an owner of real property that is located within the district or a proposed district, who is not a resident qualified elector as set forth above. For purposes of this chapter, such elector shall also be known as an "owner qualified elector."

(14) "Special assessment" means an assessment imposed upon real property located within an assessment area for a specific purpose and of a special benefit to the affected property, collected and enforced in the same manner as property taxes, that may be apportioned according to the direct or indirect special benefits conferred upon the affected property, as well as any or any combination of the following: acreage, square footage, front footage, the cost of providing community infrastructure for the affected property, or any other reasonable method as determined by the district board.

History:

[50-3102, added 2008, ch. 410, sec. 1, p. 1140; am. 2012, ch. 324, sec. 1, p. 884.]

How current is this law?

Search the Idaho Statutes and Constitution



Idaho Statutes

Idaho Statutes are updated to the web July 1 following the legislative session.

TITLE 67
STATE GOVERNMENT AND STATE AFFAIRS
CHAPTER 82
DEVELOPMENT IMPACT FEES

67-8203. DEFINITIONS. As used in this chapter:

(1) "Affordable housing" means housing affordable to families whose incomes do not exceed eighty percent (80%) of the median income for the service area or areas within the jurisdiction of the governmental entity.

(2) "Appropriate" means to legally obligate by contract or otherwise commit to use by appropriation or other official act of a governmental entity.

(3) "Capital improvements" means improvements with a useful life of ten (10) years or more, by new construction or other action, which increase the service capacity of a public facility.

(4) "Capital improvement element" means a component of a comprehensive plan adopted pursuant to chapter 65, title 67, Idaho Code, which component meets the requirements of a capital improvements plan pursuant to this chapter.

(5) "Capital improvements plan" means a plan adopted pursuant to this chapter that identifies capital improvements for which development impact fees may be used as a funding source.

(6) "Developer" means any person or legal entity undertaking development, including a party that undertakes the subdivision of property pursuant to sections 50-1301 through 50-1334, Idaho Code.

(7) "Development" means any construction or installation of a building or structure, or any change in use of a building or structure, or any change in the use, character or appearance of land, which creates additional demand and need for public facilities or the subdivision of property that would permit any change in the use, character or appearance of land. As used in this chapter, "development" shall not include activities that would otherwise be subject to payment of the development impact fee if such activities are undertaken by a taxing district, as defined in section 63-201, Idaho Code, or by an authorized public charter school, as defined in section 33-5202A, Idaho Code, in the course of carrying out its statutory responsibilities, unless the adopted impact fee ordinance expressly includes taxing districts or public charter schools as being subject to development impact fees.

(8) "Development approval" means any written authorization from a governmental entity that authorizes the commencement of a development.

(9) "Development impact fee" means a payment of money imposed as a condition of development approval to pay for a proportionate share of the cost of system improvements needed to serve development. This term is also referred to as an impact fee in this chapter. The term does not include the following:

(a) A charge or fee to pay the administrative, plan review, or inspection costs associated with permits required for development;

(b) Connection or hookup charges;

(c) Availability charges for drainage, sewer, water, or transportation charges for services provided directly to the development; or

(d) Amounts collected from a developer in a transaction in which the governmental entity has incurred expenses in constructing capital improvements for the development if the owner or developer has agreed to be financially responsible for the construction or installation of the capital improvements, unless a written agreement is made pursuant to section 67-8209(3), Idaho Code, for credit or reimbursement.

(10) "Development requirement" means a requirement attached to a developmental approval or other governmental action approving or authorizing a particular development project including, but not limited to, a rezoning, which requirement compels the payment, dedication or contribution of goods, services, land, or money as a condition of approval.

(11) "Extraordinary costs" means those costs incurred as a result of an extraordinary impact.

(12) "Extraordinary impact" means an impact that is reasonably determined by the governmental entity to:

(a) Result in the need for system improvements, the cost of which will significantly exceed the sum of the development impact fees to be generated from the project or the sum agreed to be paid pursuant to a development agreement as allowed by section 67-8214(2), Idaho Code; or

(b) Result in the need for system improvements that are not identified in the capital improvements plan.

(13) "Fee payer" means that person who pays or is required to pay a development impact fee.

(14) "Governmental entity" means any unit of local government that is empowered in this enabling legislation to adopt a development impact fee ordinance.

(15) "Impact fee." See development impact fee.

(16) "Land use assumptions" means a description of the service area and projections of land uses, densities, intensities, and population in the service area over at least a twenty (20) year period.

(17) "Level of service" means a measure of the relationship between service capacity and service demand for public facilities.

(18) "Manufactured home" means a structure, constructed according to HUD/FHA mobile home construction and safety standards, transportable in one (1) or more sections, which, in the traveling mode, is eight (8) feet or more in width or is forty (40) body feet or more in length, or when erected on site, is three hundred twenty (320) or more square feet, and which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities, and includes the plumbing, heating, air conditioning, and electrical systems contained therein, except that such term shall include any structure that meets all the requirements of this subsection except the size requirements and with respect to which the manufacturer voluntarily files a certification required by the secretary of housing and urban development and complies with the standards established under 42 U.S.C. 5401 et seq.

(19) "Modular building" is as defined in section 39-4301, Idaho Code.

(20) "Present value" means the total current monetary value of past, present, or future payments, contributions or dedications of goods,

services, materials, construction or money.

(21) "Project" means a particular development on an identified parcel of land.

(22) "Project improvements" means site improvements and facilities that are planned and designed to provide service for a particular development project and that are necessary for the use and convenience of the occupants or users of the project.

(23) "Proportionate share" means that portion of the cost of system improvements determined pursuant to section 67-8207, Idaho Code, which reasonably relates to the service demands and needs of the project.

(24) "Public facilities" means:

(a) Water supply production, treatment, storage and distribution facilities;

(b) Wastewater collection, treatment and disposal facilities;

(c) Roads, streets and bridges, including rights-of-way, traffic signals, landscaping and any local components of state or federal highways;

(d) Stormwater collection, retention, detention, treatment and disposal facilities, flood control facilities, and bank and shore protection and enhancement improvements;

(e) Parks, open space and recreation areas, and related capital improvements; and

(f) Public safety facilities, including law enforcement, fire stations and apparatus, emergency medical and rescue, and street lighting facilities.

(25) "Recreational vehicle" means a vehicular type unit primarily designed as temporary quarters for recreational, camping, or travel use, which either has its own motive power or is mounted on or drawn by another vehicle.

(26) "Service area" means any defined geographic area identified by a governmental entity or by intergovernmental agreement in which specific public facilities provide service to development within the area defined, on the basis of sound planning or engineering principles or both.

(27) "Service unit" means a standardized measure of consumption, use, generation or discharge attributable to an individual unit of development calculated in accordance with generally accepted engineering or planning standards for a particular category of capital improvements.

(28) "System improvements," in contrast to project improvements, means capital improvements to public facilities designed to provide service to a service area including, without limitation, the type of improvements described in section 50-1703, Idaho Code.

(29) "System improvement costs" means costs incurred for construction or reconstruction of system improvements, including design, acquisition, engineering and other costs attributable thereto, and also including, without limitation, the type of costs described in section 50-1702(h), Idaho Code, to provide additional public facilities needed to serve new growth and development. For clarification, system improvement costs do not include:

(a) Construction, acquisition or expansion of public facilities other than capital improvements identified in the capital improvements plan;

(b) Repair, operation or maintenance of existing or new capital improvements;

- (c) Upgrading, updating, expanding or replacing existing capital improvements to serve existing development in order to meet stricter safety, efficiency, environmental or regulatory standards;
- (d) Upgrading, updating, expanding or replacing existing capital improvements to provide better service to existing development;
- (e) Administrative and operating costs of the governmental entity unless such costs are attributable to development of the capital improvements plan, as provided in section 67-8208, Idaho Code; or
- (f) Principal payments and interest or other finance charges on bonds or other indebtedness except financial obligations issued by or on behalf of the governmental entity to finance capital improvements identified in the capital improvements plan.

History:

[67-8203, added 1992, ch. 282, sec. 1, p. 861; am. 1996, ch. 366, sec. 1, p. 1226; am. 2002, ch. 347, sec. 1, p. 983; am. 2007, ch. 252, sec. 16, p. 753; am. 2008, ch. 389, sec. 1, p. 1068; am. 2019, ch. 70, sec. 1, p. 164; am. 2021, ch. 199, sec. 1, p. 546.]

How current is this law?

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