



CITY COUNCIL MEETING AGENDA

October 07, 2026 at 5:30 PM

Council Chambers at City Hall - 1123 W. Lake St. Sandpoint, Idaho

Call to Order

Roll Call

Pledge of Allegiance

Announcements and Reports

Public Comment

Consent Calendar - **action item**

1. Approval of Minutes from Council's September 16, 2026, Regular Council Meeting - **action item**
2. Payables Report / Approval of Bills for Payment - **action item**
3. Council Confirmation of Mayor's Appointment to Sustainability Advisory Committee: Paul Vogel - **action item**
4. Proposed Resolution: Approval of Idaho Transportation Department Local Professional Services Agreement No. 97660 with J-U-B Engineers, Inc. for Boyer Pedestrian Project - **action item**
5. Proposed Resolution: Approval of Second Amendment to Purchase Order 26-1658 with OXARC, Inc. - **action item**
6. Proposed Resolution: Downtown Revitalization Phase 3 – Amendment No. 2 to Professional Services Agreement with Welch Comer & Associates, Inc. - **action item**

Old/Unfinished Business

7. Proposed Resolution: Approval to Submit an Application for Idaho Department of Environmental Quality's Sewer Overflow and Stormwater Planning Grant FY27 - **action item**
8. Proposed Resolution: Approval of Wastewater Treatment Plant Reconstruction Project – Owner's Representative Master Professional Services Agreement No. A26-3257-5 and Task Order No. 1 - **action item**
9. Council Discussion/Direction: City Beach Parking Lot Project - **action item**

New Business

10. Proposed Resolution: Approval of 2027 Employee Benefits, Agreements, and Insurance Policies - **action item**
11. Proposed Resolution: Construction Contract with Interstate Concrete for 2026 Olive Avenue Paving Maintenance Project (Agreement A26-3100-8) - **action item**

Executive Session

12. Vote to Convene in Executive Session pursuant to Idaho Code § 74-206 (1)(f) to communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options

for pending litigation, or controversies not yet being litigated but imminently likely to be litigated
- ***action item***

13. Executive Session will be held pursuant to Idaho Code § 74-206(1)(f), as noted above.

Reconvene and Adjourn

Public Participation Notice

Before the meeting, comment in writing: Email cityclerk@sandpointidaho.gov or deliver to City Hall.
Attend in person: See above for meeting location. Seating available on first-come, first-served basis.
Attend remotely: Register at <https://www.sandpointidaho.gov/meetings>.
After the meeting, view the recording on YouTube: <https://www.youtube.com/c/CityofSandpoint>.
For questions or requests for special accommodation: At least 48 hours prior to the meeting, send a message to the email address above or call (208) 263-3310.



CITY COUNCIL MEETING MINUTES

September 16, 2026 at 5:30 PM

Council Chambers at City Hall - 1123 W. Lake St. Sandpoint, Idaho

Call to Order

Mayor Grimm called the regular meeting of the Sandpoint City Council to order at 5:30 p.m. on Wednesday, September 16, 2026, in Council chambers at City Hall, 1123 W. Lake St., Sandpoint, Idaho.

Roll Call

PRESENT

Mayor Jeremy Grimm
 Councilor Deb Ruehle, Council President
 Councilor Joel Aispuro
 Councilor Kyle Schreiber
 Councilor Pam Duquette
 Councilor Joe Tate
 Councilor Joshua Torrez

As required by the City's adopted Code of Ethics and Civility, as the presiding officer, Mayor Grimm identified law enforcement personnel serving as sergeant-at-arms for the meeting: Police Chief Corey Coon.

Pledge of Allegiance

Mayor Grimm led all present in the Pledge of Allegiance.

Announcements and Reports

The Mayor reported that the agenda had been amended twice. The first amendment to the agenda was an addition of item No. 12 under Old Business, City Beach RV Park Improvements which were amended and posted more than 48 hours prior to the start of the meeting; therefore, no motion is required to approve this amendment.

The Mayor reported the second agenda amendment was sent out yesterday to add item No. 9 on Consent Calendar to include Confirmation of Mayor's Appointment to Sandpoint Parking Committee: Bob Clark. Because an amendment was made and posted less than 48 hours prior to the meeting for this item, per Idaho Code, the amended agenda could not become effective until Council voted to accept it.

Motion to accept the amendment and proceed with the amended agenda.

Motion made by Councilor Aispuro, Seconded by Councilor Schreiber.

Voting Yea: Councilor Aispuro, Councilor Ruehle, Councilor Tate, Councilor Schreiber, Councilor Torrez

Voting Nay: Councilor Duquette

Mayor Grimm made some initial brief remarks and provided instructions for members of the public who wished to speak during opportunities for public comment/testimony during the meeting.

At the request and invitation of the Mayor, Department directors provided updates and reports on activities in their respective departments.

Police Chief Coon introduced Officer Matthew Noble, who joined the Sandpoint Police Department after nine years with the Russellville Police Department in Arkansas. Noble is originally from Sandpoint and is certified as a Field Training Officer and instructor. Chief Kuhn welcomed him to the department and presented him with a certificate.

Chief Coon also presented a Life-Saving Award to Officer Heidi Barmore for her actions on January 24, 2026. Barmore responded to a welfare check involving an unconscious woman, began life-saving measures, and assisted in stabilizing the individual until EMS arrived. The individual was transported for further medical treatment.

Public Comment

Mayor Grimm recited the rules and procedure for public comment during the meeting and offered an opportunity for members of the public to speak on topics included on the agenda or other general matters relevant to the business of the City of Sandpoint. Information only; no Council action.

Consent Calendar - action item

Mayor Grimm noted for the record the amount of bills for payment approval, and the Consent Calendar was approved by a unanimous vote of Council.

Motion made by Councilor Tate, Seconded by Councilor Schreiber.

Voting Yea: Councilor Torrez, Councilor Duquette, Councilor Ruehle, Councilor Aispuro, Councilor Schreiber, Councilor Tate

1. The minutes from Council's August 26, 2026, special meeting were approved as presented.
2. The minutes from Council's September 2, 2026, regular meeting were approved as presented.
3. The bills presented were approved for payment in the amount of \$689,898.93.
4. Mayor's Memo for Board Appointments were all confirmed as presented.
5. The Mayor's Appointment of Brynn Williams-Woodruff for a term of one year, September 2026 through August 31, 2027, to the Sandpoint Parking Committee was confirmed.
6. The Mayor's Appointment of Scott Wilburn for a term of one year, September 2026 through August 31, 2027, to the Sandpoint Parking Committee was confirmed.
7. The Mayor's Appointment of Erin Riseborough for a term of two years, September 2026 through August 31, 2028, to the Sandpoint Parking Committee was confirmed.
8. The Mayor's Appointment of Luke Omodt for a term of two years, September 2026 through August 31, 2028, to the Sandpoint Parking Committee was confirmed.
9. The Mayor's Appointment of Bob Clark for a term of three years, September 2026 through August 31, 2029, to the Sandpoint Parking Committee was confirmed.
10. **Resolution 26-056** Engaging Magnuson-McHugh-Dougherty, CPA's for the Fiscal Year Ending September 30, 2026, Audit

Public Hearing

11. Public Hearing: Amending Title 9, Chapters 1 and 3 – Data Centers

Prior to opening the hearing for public testimony, the Mayor asked whether Council members had any questions for staff. No questions were asked at this time.

The Mayor opened the public hearing regarding proposed amendments to Title 9, Chapters 1 and 3, to establish a definition for data centers and create regulations applicable to data centers.

A few individuals provided comments regarding data centers, both for and against. Following the comments, the clerk confirmed that all individuals who had signed up to speak had been

given an opportunity to testify and that there were no additional online comments to be presented.

Mayor Grimm then closed the public hearing.

Council entered deliberations. City Planner Bill Dean fielded questions from council members.

A **motion** was initially made by Councilor Aispuro to deny the proposed amendments to Sandpoint City Code Title 9, Chapters 1 and 3, concerning data center regulations. The **motion** received no second and therefore **failed**.

Councilor Duquette then moved to approve the proposed amendment as written and presented. Councilor Schreiber seconded the **motion**.

Motion made by Councilor Duquette, Seconded by Councilor Schreiber.

Voting Yea: Councilor Schreiber, Councilor Tate, Councilor Duquette, Councilor Ruehle, Councilor Torrez

Voting Nay: Councilor Aispuro

Following conclusion of this item, Mayor Grimm recessed the meeting for a brief break at 7:40 p.m., reconvening at 7:45 p.m.

Old/Unfinished Business

12. Update and Direction on City Beach RV Park Improvements

Planning and Community Development Director Jason Welker and Project Manager Erik Bush presented an update on the City Beach RV Park Design Project and requested Council direction.

Staff reported that the original engineer's estimate for the full project was approximately \$1.8 million, about \$1 million over the available construction budget. Staff presented value-engineered options to reduce costs.

A **motion** was made by Councilor Ruehle to proceed with Option 1: Construct the Essential RV Park this winter and pursue additional grant funding for the restroom/shower facility and remaining improvements. Councilor Duquette seconded the motion.

Motion made by Councilor Ruehle, Seconded by Councilor Duquette.

Voting Yea: Councilor Tate, Councilor Torrez, Councilor Ruehle, Councilor Ruehle, Duquette

Voting Nay: Councilor Schreiber, Councilor Aispuro

Adjourn

With no further business on the agenda, the meeting was adjourned at 8:13 p.m.

I presided over this meeting and can confirm that the foregoing minutes, prepared by the City Clerk, were approved by City Council during their meeting held _____, 2026.

Jeremy Grimm, Mayor

Attest: Meri Jane Bohn, City Clerk



CITY OF SANDPOINT INVOICE REGISTER
PAYABLE DATES OF: 09/17/2026 THROUGH 10/07/2026

Page: 1/25

Invoice Number	Invoice Description Department/Division	GL Account Description	Line Item Amount	Invoice Amount
Vendor: 95 EXPRESS LLC				
1207	MONTHLY CAR WASH MEMBERSHIP FOR POLICE & FIRE SEP'26			\$607.50
	POLICE DEPARTMENT	SERVICES - AUTOMOTIVE - R&M	540.00	
	FIRE DEPARTMENT - SANDPOINT	SERVICES - AUTOMOTIVE - R&M	22.50	
	POLICE DEPARTMENT	SERVICES - AUTOMOTIVE - R&M	45.00	
Total For: 95 EXPRESS LLC				\$607.50
Vendor: ACCURATE TESTING LABS LLC				
158011	WTP: COLIFORM TESTING (5) (2026090393)			\$200.00
	WATER TREATMENT	TECH SERVICES - LABORATORY	200.00	
157712	WWTP: DISSOLVED CARBON & NITROGEN TESTING (1) (2026090080)			\$250.00
	WASTEWATER TREATMENT	TECH SERVICES - LABORATORY	250.00	
157305	WTP: HAA THM TESTING (4) (2026080564,565,566,567)			\$1,960.00
	WATER TREATMENT	TECH SERVICES - LABORATORY	1,960.00	
157686	WTP: SUSPENDED SOLIDS (1) (2026090054) - LITTLE SAND CREEK			\$45.00
	WATER TREATMENT	TECH SERVICES - LABORATORY	10.00	
	WATER TREATMENT	TECH SERVICES - LABORATORY	35.00	
Total For: ACCURATE TESTING LABS LLC				\$2,455.00
Vendor: ADVANCED FIRE SYSTEM INC				
AC2621-1	CITY HALL FIRE ALARM DESIGN (FY26)			\$9,800.00
	GOVERNMENT BUILDING & GROUNDS DIVISION	CAPITAL CONSTRUCTION SERVICES - BUILDING	9,800.00	
Total For: ADVANCED FIRE SYSTEM INC				\$9,800.00
Vendor: ALPINE MOTORS COMPANY INC				
166914	SPD: NEW PURGE VALVE '17 EXPLORER - SPD13			\$188.04
	POLICE DEPARTMENT	SERVICES - AUTOMOTIVE - R&M	188.04	
166917	SPD: NEW BATTERY - '17 EXPLORER - SPD12			\$201.24
	POLICE DEPARTMENT	SERVICES - AUTOMOTIVE - R&M	201.24	
167018	SPD: OIL CHANGE - 22" EXPLORER - SPD21			\$64.98
	POLICE DEPARTMENT	SERVICES - AUTOMOTIVE - R&M	64.98	
167100	SPD: THERMOSTAT/SEAL/COOLANT REPAIR - 17' EXPLORER - SPD15			\$259.09
	POLICE DEPARTMENT	SERVICES - AUTOMOTIVE - R&M	259.09	

Invoice Number	Invoice Description Department/Division	GL Account Description	Line Item Amount	Inv	Item # 2.
167130	SPD: OILCHANGE/AIRFILTER/PURGE VALVE REPAIR - 16' EXPLORER - SPD11 POLICE DEPARTMENT	SERVICES - AUTOMOTIVE - R&M	350.35		
Total For: ALPINE MOTORS COMPANY INC					\$1,063.70
Vendor: AQUA PLUMBING 2.0 INC					
32834	WWTP: DRAIN LINE REPAIR & SUMP PUMP REPLACEMENT WASTEWATER TREATMENT	SERVICES - BUILDING - R&M	1,703.21		
Total For: AQUA PLUMBING 2.0 INC					\$1,703.21
Vendor: ARROW CONSTRUCTION HOLDINGS, LLC					
S46997	WD: 12" SAW BLADE WATER DISTRIBUTION	OPERATIONAL SUPPLIES/EQUIPMENT	289.97		
Total For: ARROW CONSTRUCTION HOLDINGS, LLC					\$289.97
Vendor: AT&T MOBILITY II, LLC					
DXZ082026	IOT CHIP SRVCS - POLICE 08.05.26 TO 09.04.26 INFORMATION TECHNOLOGY DIVISION	TELEPHONE - WIRELESS	443.40		
DYB082026	IOT CHIP SRVCS - CITY 08.05.26 TO 09.04.26 WATER DISTRIBUTION	TELEPHONE - WIRELESS	62.78		
	WASTEWATER COLLECTIONS	TELEPHONE - WIRELESS	139.30		
	INFORMATION TECHNOLOGY DIVISION	TELEPHONE - WIRELESS	443.55		
Total For: AT&T MOBILITY II, LLC					\$1,089.03
Vendor: AVISTA UTILITIES					
0838870000 9.9.	MONTHLY UTILITIES 08.19.26-09.08.26 ONTARIO ST. GENERAL GOVERNMENT PROJECTS	ELECTRICITY	36.79		
Total For: AVISTA UTILITIES					\$36.79
Vendor: BADGER METER INC					
80245574	WD: BEACON WTR METER READER - JULY'26 (FY26) WATER DISTRIBUTION	SOFTWARE/SAAS - WATER METER READING	1,019.89		
	WATER DISTRIBUTION	SOFTWARE/SAAS - WATER METER READING	1,956.00		
80248915	WD: BEACON WTR METER READER - AUG'26 (FY26) WATER DISTRIBUTION	SOFTWARE/SAAS - WATER METER READING	1,045.30		
Total For: BADGER METER INC					\$4,021.19
Vendor: BELVA M PIERCE TRUST					
22-04940.00	UB REFUND FOR ACCOUNT: 22-04940.00 UNCLASSIFIED	UTILITY BILLING OVERPAYMENTS	150.53		
Total For: BELVA M PIERCE TRUST					\$150.53
Vendor: BENJAMIN GREGORY					

Invoice Number	Invoice Description Department/Division	GL Account Description	Line Item Amount	Inv	Item # 2.
PER DIEM T012	PER DIEM T0122 - IRWA '26 FALL CONF. - B. GREGORY WASTEWATER TREATMENT	TRAINING AND TRAVEL	127.50		
Total For: BENJAMIN GREGORY					\$127.50
Vendor: BENNETT LEEN					
MILEAGE REIM	MILEAGE T0127 - BACKFLOW TESTING CLASS 9/14-9/18 - B. LEEN WATER DISTRIBUTION	TRAINING AND TRAVEL	297.16		
Total For: BENNETT LEEN					\$297.16
Vendor: BONNER COUNTY DAILY BEE					
0000054662	BCDB#8178 NOPH - DATA CENTERS CC 9.16.26 PLANNING DIVISION	ADVERTISING	86.32		
Total For: BONNER COUNTY DAILY BEE					\$86.32
Vendor: BONNER COUNTY PROSECUTING ATTY					
BCPA094	FY'26 - PROSECUTING ATTORNEY SERVICE SEP'26 LEGAL	OTHER PROF SERVICE - LEGAL - CRIMINAL	7,366.66		
Total For: BONNER COUNTY PROSECUTING ATTY					\$7,366.66
Vendor: BONNER COUNTY SOLID WASTE					
0067727	PARKS: OLD BASKET BALL HOOP DISPOSAL - CITY BEACH PARK MAINTENANCE & CAPITAL	DISPOSAL (GARBAGE) SERVICES	10.00		
Total For: BONNER COUNTY SOLID WASTE					\$10.00
Vendor: BONNER GENERAL HOSPITAL					
SP0015203358	BLOOD DRAW REBECCA MOULTON - CASE #26-014779 POLICE DEPARTMENT	OTHER PROF SERVICE - MEDICAL	55.50		
Total For: BONNER GENERAL HOSPITAL					\$55.50
Vendor: BOUNDARY TRACTOR YAMAHA					
BTC-2136093	PARKS: PTO & IGNITION SWITCH REPAIR - TORO MOWER PARK MAINTENANCE & CAPITAL	SERVICES - EQUIPMENT - R&M	232.58		
Total For: BOUNDARY TRACTOR YAMAHA					\$232.58
Vendor: BRI WILLIAMS					
1319	REFUND EXPIRED CREDIT FOR CPR CLASS UNCLASSIFIED	CUSTOMER CREDITS	60.00		
Total For: BRI WILLIAMS					\$60.00
Vendor: BROWN'S NORTHSIDE					
S178068	WD: GROUP 31 TRUCK BATTERY (2) WATER DISTRIBUTION	VEHICLE & MACH SUPPLIES/PARTS	395.03		
S178074	ST: AIR FILTERS (2)				\$138

Invoice Number	Invoice Description Department/Division	GL Account Description	Line Item Amount	Inv	Item # 2.
	STREET MAINTENANCE DIVISION	VEHICLE & MACH SUPPLIES/PARTS	132.07		
Total For: BROWN'S NORTHSIDE					\$527.10
Vendor: CANON FINANCIAL SERVICES INC					
43882872	SEP'26 UPSTAIRS/DOWNSTAIRS COPIERS - 5840I & 5550I				\$781.86
	CENTRAL SERVICES DEPARTMENT	COPIER LEASE	355.00		
	CENTRAL SERVICES DEPARTMENT	PHOTOCOPIES	426.86		
Total For: CANON FINANCIAL SERVICES INC					\$781.86
Vendor: CARRIEANN HEWITT					
1906	EXPIRED 2024 BASKETBALL CREDIT UNCLASSIFIED	CUSTOMER CREDITS	41.70		\$41.70
Total For: CARRIEANN HEWITT					\$41.70
Vendor: CB PACIFIC					
31005940	WTP: 1-INCH DOUBLE-DIAPHRAGM PUMP WATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	2,867.65		\$2,994.67
	WATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	127.02		
Total For: CB PACIFIC					\$2,994.67
Vendor: CC VENDOR - WELLS FARGO					
112-7624824-00	AMZN: DANNER MEN'S 8" DUTY BOOT POLICE DEPARTMENT	UNIFORM & CLOTHING	179.95		\$179.95
6787408	WWTP: 3 1/2" DIA. AIR CYLINDER FOR DUMP TRUCK TAILGATE WASTEWATER TREATMENT	VEHICLE & MACH SUPPLIES/PARTS	320.46		\$320.46
113-4782159-39	AMZN: WIRELESS KEYBOARD & BUSINESS CARD HOLDER CENTRAL SERVICES DEPARTMENT	OFFICE SUPPLIES/EQUIPMENT	36.98		\$36.98
09102026	BACKFLOW EXAM PROVIDER: BAT EXAM REG. FEE - B. LEEN WATER DISTRIBUTION	TRAINING AND TRAVEL	325.00		\$325.00
111-3979543-37	AMZN: BATHROOM HAND DRYERS - MEMORIAL BOAT LAUNCH PARK MAINTENANCE & CAPITAL	FACILITY SUPPLIES	353.94		\$353.94
112-4824306-48	AMZN: MOWFILL K12 CHAIN SAW FILTERS FIRE DEPARTMENT - SANDPOINT	OPERATIONAL SUPPLIES/EQUIPMENT	14.90		\$14.90
00009595	SAFEWAY: COFFEE BREAK SUPPLIES 09/09/2026 CENTRAL SERVICES DEPARTMENT	SUSTENANCE/FOOD	63.22		\$63.22
112-4824306-48	AMZN: K12 SAW FILTERS (1) - MTANLO FIRE DEPARTMENT - SANDPOINT	OPERATIONAL SUPPLIES/EQUIPMENT	10.47		\$10.47
112-5649961-91	WD: RIPS AW ROTATING TURBO NOZZLES (2) WATER DISTRIBUTION	OPERATIONAL SUPPLIES/EQUIPMENT	764.26		\$764.26
055461/5011573	HOME DEPOT: WWTP: OSB SUBFLOOR, FASTNERS, ROOFING FELT				\$179.95

Invoice Number	Invoice Description Department/Division	GL Account Description	Line Item Amount	Invd	Item # 2.
	WASTEWATER TREATMENT	FACILITY SUPPLIES	176.47		
112-1557471-15	AMZN: CARBURATOR KIT FOR CHAINSAW - RETURN				\$(23.72)
	FIRE DEPARTMENT - SANDPOINT	OPERATIONAL SUPPLIES/EQUIPMENT	(23.72)		
112-7624824-00	AMZN: BIANCHI MAGAZINE POUCH (1)				\$41.64
	POLICE DEPARTMENT	UNIFORM & CLOTHING	41.64		
015268	YOKES: COFFEE BREAK SUPPLIES - 09/09/2026				\$40.07
	CENTRAL SERVICES DEPARTMENT	SUSTENANCE/FOOD	40.07		
1045373372	QUALITY INN: APA CONF HOTEL T0115 - DILLON, MT - B. DEAN				\$482.76
	PLANNING DIVISION	TRAINING AND TRAVEL	482.76		
1045373409	QUALITY IN: APA CONF HOTEL T0116 - DILLON, MT - J. WELKER				\$482.76
	PLANNING DIVISION	TRAINING AND TRAVEL	482.76		
112-2468382-49	AMZN: HUSQVARNA K12 SAW AIR FILTER				\$8.08
	FIRE DEPARTMENT - SANDPOINT	OPERATIONAL SUPPLIES/EQUIPMENT	8.08		
2026047	ONE STEP GPS: OBD-II PLUG-IN GPS DEVICE (16) SEPT'26				\$223.20
	POLICE DEPARTMENT	TECH SERVICES - PUBLIC SAFETY MISC	223.20		
102294764	ICC: BUILDING, MECHANICAL & CODE CONTINUING EDUCATION CLASSES - J. PAR				\$207.00
	BUILDING DIVISION	TRAINING AND TRAVEL	207.00		
0015484	AUTO HAUS: ST: DIESEL EXHAUST FLUID - SWEEPER				\$19.84
	STREET MAINTENANCE DIVISION	VEHICLE & MACH SUPPLIES/PARTS	19.84		
900322486	ESRI ARCGIS CREATOR SUBSCRIPTION 09/02/2026 - 09/01/2027				\$700.00
	INFORMATION TECHNOLOGY DIVISION	SOFTWARE/SAAS - GIS & STR	700.00		
111-7689360-68	AMZN: BREAK SWITCH & AIR FILTERS - MEMORIAL SIDE X SIDE				\$48.22
	PARK MAINTENANCE & CAPITAL	VEHICLE & MACH SUPPLIES/PARTS	48.22		
113-1240147-30	AMZN: ORION ROAD SAFETY FLARE (36 PACK) - RESILIENCY FUND				\$134.87
	CENTRAL SERVICES DEPARTMENT	OPERATIONAL SUPPLIES/EQUIPMENT	134.87		
112-5881631-43	AMZN: FIRE: CHAINSAW AIR FILTERS (5)				\$25.11
	FIRE DEPARTMENT - SANDPOINT	OPERATIONAL SUPPLIES/EQUIPMENT	25.11		
FS16553	SP FORENSICS SOURCE: SPACER CONES (4 PK) & MULTI-COLOR ROD KIT (1) - RE				\$107.94
	CENTRAL SERVICES DEPARTMENT	OPERATIONAL SUPPLIES/EQUIPMENT	107.94		
113-5298492-43	AMZN: BOLT CUTTER, CLOTHES LINE, EXT. CORD, TARP & POWER STRIP - RESILI				\$134.64
	CENTRAL SERVICES DEPARTMENT	OPERATIONAL SUPPLIES/EQUIPMENT	134.64		
113-5298492-43	AMZN: FOLDING CHAIRS (2 PACK) - RESILIENCY FUND				\$39.52
	CENTRAL SERVICES DEPARTMENT	OPERATIONAL SUPPLIES/EQUIPMENT	39.52		
113-6487333-53	AMZN: WIND SCREEN (1) - RESILIENCY FUND				\$79.89
	CENTRAL SERVICES DEPARTMENT	OPERATIONAL SUPPLIES/EQUIPMENT	79.89		
112-1557471-15	AMZN: CARBURATOR KIT FOR CHAINSAW				\$30.71
	FIRE DEPARTMENT - SANDPOINT	OPERATIONAL SUPPLIES/EQUIPMENT	30.71		

Invoice Number	Invoice Description Department/Division	GL Account Description	Line Item Amount	Invd	Item # 2.
WAVCZCG40KX	BATS: WD: BACKFLOW CLASS - HAYDEN, ID - B. LEEN - T0127				\$1,400.00
	WATER DISTRIBUTION	TRAINING AND TRAVEL	1,400.00		
63145201630409	HARBOR FREIGHT: WWTP: WELDING SHOP TOOLS				\$888.97
	WASTEWATER TREATMENT	TOOLS	888.97		
UM097A457824	WMT: TARPS, ROPE, CABLE TIES, MARKERS, HITCH, PAINT & SHOVEL - RESILIEN				\$229.03
	CENTRAL SERVICES DEPARTMENT	OPERATIONAL SUPPLIES/EQUIPMENT	229.03		
624478053538	WMT: 13 POCKET FILE FOLDER & STORAGE BOX				\$14.84
	POLICE DEPARTMENT	OPERATIONAL SUPPLIES/EQUIPMENT	14.84		
112-1985735-38	AMZN: VELCRO NAME TAGS (2) SP42 NOBLE				\$24.03
	POLICE DEPARTMENT	UNIFORM & CLOTHING	24.03		
108210	FAR-NORTH LOGO SHOP: PW: HI-VIS PRINT (1)				\$12.00
	PUBLIC WORKS ADMINISTRATION	UNIFORM & CLOTHING	12.00		
112-7314064-23	AMZN: POP UP TRAFFIC CONES (90)				\$426.00
	POLICE DEPARTMENT	OPERATIONAL SUPPLIES/EQUIPMENT	426.00		
22000134655645	DOPL: WWTP: WWT OPERATOR CLASS IV LICENSE - Z. NEU				\$60.00
	WASTEWATER TREATMENT	LICENSES/DUES & SUBSCR (JOB RELATED)	60.00		
22000135284126	DOPL: WWTP: BACKFLOW ASSEMBLY TESTER LICENSE - Z. NEU				\$60.00
	WASTEWATER TREATMENT	LICENSES/DUES & SUBSCR (JOB RELATED)	60.00		
2000134780448	DOPL: WWTP: WATER TREATMENT OP CLASS I LICENSE - Z. NEU				\$60.00
	WASTEWATER TREATMENT	LICENSES/DUES & SUBSCR (JOB RELATED)	60.00		
22000134821586	DOPL: WWTP: WWC OPERATOR CLASS I - Z. NEU				\$60.00
	WASTEWATER TREATMENT	LICENSES/DUES & SUBSCR (JOB RELATED)	60.00		
22000135120454	DOPL: WWTP: DRINKING WATER OPERATOR I LICENSE - Z. NEU				\$60.00
	WASTEWATER TREATMENT	LICENSES/DUES & SUBSCR (JOB RELATED)	60.00		
113-7102153-73	AMZN: MILWAUKEE BATTERY PACKS (2) - RESILIENCY FUND				\$317.98
	CENTRAL SERVICES DEPARTMENT	OPERATIONAL SUPPLIES/EQUIPMENT	317.98		
1024	SHOPIFY: LITE TENNIS BALLS (12) & COACH'S BAG				\$100.80
	JAMES E. RUSSELL SPORTS CENTER FACILITY	RETAIL/METER SUPPLIES/EQUIPMENT	100.80		
113-4671161-10	AMZN: MILWAUKEE DUAL BAY SUPER CHARGER (1) - RESILIENCY FUND				\$341.45
	CENTRAL SERVICES DEPARTMENT	OPERATIONAL SUPPLIES/EQUIPMENT	341.45		
112-9683159-46	AMZN: HELMET SHIELD BRACKETS (2)				\$101.42
	FIRE DEPARTMENT - SANDPOINT	SAFETY/PPE/MEDICAL SUPPLIES/EQUIPMENT	101.42		
0046387	APA: ANNUAL APA/AICP MEMBERSHIP - B. DEAN				\$722.94
	PLANNING DIVISION	LICENSES/DUES & SUBSCR (JOB RELATED)	722.94		
EC2626685	NORTH AMERICAN RESCUE: MCI-TKD KIT & CARRY LITTER - RESILIENCY FUND				\$1,443.96
	CENTRAL SERVICES DEPARTMENT	OPERATIONAL SUPPLIES/EQUIPMENT	1,443.96		
IN102609020152	FS.COM: ETHERNET MEDIA CONVERTER PLUG & COPPER TWINAX CABLE (2)				\$
	INFORMATION TECHNOLOGY DIVISION	IT SUPPLIES/EQUIPMENT	88.00		11

Invoice Number	Invoice Description Department/Division	GL Account Description	Line Item Amount	Inv	Item # 2.
113-6226024-63	AMZN: COED SOFTBALLS (12) - RETURN RECREATION	OPERATIONAL SUPPLIES/EQUIPMENT	(87.28)		\$(87.28)
Total For: CC VENDOR - WELLS FARGO					\$11,352.32
Vendor: CED - SANDPOINT LIGHTING					
1120-1026442	INSTALLED BASE EVALUATION & ROCKWELL SERVICES				\$8,604.15
	WASTEWATER TREATMENT	PROF SERVICE - IT SERVICES	3,327.08		
	WATER TREATMENT	PROF SERVICE - IT SERVICES	3,327.07		
	WASTEWATER TREATMENT	PROF SERVICE - IT SERVICES	975.00		
	WATER TREATMENT	PROF SERVICE - IT SERVICES	975.00		
Total For: CED - SANDPOINT LIGHTING					\$8,604.15
Vendor: CENTURY WEST ENGINEERING CORP					
252549	2026 PAVEMENT MAINTENANCE PROJECT STREET CAPITAL & PROJECTS	OTHER PROF SERVICE - ENGINEERING/ARCHITE	12,000.00		\$12,000.00
252678	WTP GENERATOR ELECTRICAL DESIGN SERVICES THRU 08/28/26 (FY26)				\$13,626.25
	WATER CAPITAL PROJECTS	CAPITAL EQUIPMENT & MACHINERY	13,626.25		
Total For: CENTURY WEST ENGINEERING CORP					\$25,626.25
Vendor: CHECKR INC					
2668887	BACKGROUND SVCS VOLUNTEER FIRE (6) PARKS (1) CPD (1)				\$604.22
	PLANNING DIVISION	BACKGROUND CHECK SERVICES	58.24		
	PARK MAINTENANCE & CAPITAL	BACKGROUND CHECK SERVICES	75.74		
	FIRE DEPARTMENT - SANDPOINT	BACKGROUND CHECK SERVICES	470.24		
Total For: CHECKR INC					\$604.22
Vendor: CHRISTIOPHER SCHROYER					
02-03032.02	UB REFUND FOR ACCOUNT: 02-03032.02 UNCLASSIFIED	UTILITY BILLING OVERPAYMENTS	46.40		\$46.40
Total For: CHRISTIOPHER SCHROYER					\$46.40
Vendor: CLAY BOWMAN					
PER DIEM T012	PER DIEM T0120 - IRWA '26 FALL CONF. - C. BOWMAN				\$127.50
	WASTEWATER COLLECTIONS	TRAINING AND TRAVEL	127.50		
Total For: CLAY BOWMAN					\$127.50
Vendor: CODY LOGAN					
PER DIEM T012	PER DIEM T0123 - IRWA '26 FALL CONF. - C. LOGAN				\$127.50
	WASTEWATER COLLECTIONS	TRAINING AND TRAVEL	127.50		
Total For: CODY LOGAN					\$127.50
Vendor: COLEMAN OIL					

Invoice Number	Invoice Description Department/Division	GL Account Description	Line Item Amount	Inv Item # 2. t
CP-0441402	POLICE: FUEL CHARGES AUG'2026			\$5,616.48
	POLICE DEPARTMENT	FUEL - GASOLINE/DIESEL	297.66	
	POLICE DEPARTMENT	FUEL - GASOLINE/DIESEL	488.50	
	POLICE DEPARTMENT	FUEL - GASOLINE/DIESEL	4,830.32	
INV-483376	ST: DEF FLUID (10 GAL)			\$23.00
	STREET MAINTENANCE DIVISION	VEHICLE & MACH SUPPLIES/PARTS	23.00	
Total For: COLEMAN OIL				\$5,639.48

Vendor: COMPUNET INC

340341	IT: FIREWALL PROJECT SERVICES			\$10,975.00
	INFORMATION TECHNOLOGY DIVISION	TECH SERVICES - SOFTWARE/SYSTEM SUPPORT	10,975.00	
340031	MICROSOFT CSP 365 ADD ONS - PRORATED ADDITIONS			\$34,083.49
	INFORMATION TECHNOLOGY DIVISION	SOFTWARE/SAAS - M365 LICENSING G3	227.01	
	INFORMATION TECHNOLOGY DIVISION	SOFTWARE/SAAS - M365 LICENSING G3	121.61	
	INFORMATION TECHNOLOGY DIVISION	SOFTWARE/SAAS - M365 LICENSING G3	33,272.75	
	INFORMATION TECHNOLOGY DIVISION	SOFTWARE/SAAS - M365 LICENSING G3	462.12	
339274	IT: STACKING KIT FOR WTP			\$1,037.53
	WATER TREATMENT	IT SUPPLIES/EQUIPMENT	1,024.20	
	WATER TREATMENT	IT SUPPLIES/EQUIPMENT	13.33	
Total For: COMPUNET INC				\$46,096.02

Vendor: CONSOLIDATED SUPPLY CO.

S013087668.001	PARKS: SPRINKLER VALVE LID - TRAVERS			\$16.83
	PARK MAINTENANCE & CAPITAL	IRRIGATION SUPPLIES	16.83	
S013095362.001	WD: PICK LID (1)			\$99.82
	WATER DISTRIBUTION	OPERATIONAL SUPPLIES/EQUIPMENT	99.82	
S013095521.001	WD: CURB BASE (2) VALVE BOX SLIP BASE (4) VALVE BOX PICK LIDS (2)			\$498.07
	WATER DISTRIBUTION	OPERATIONAL SUPPLIES/EQUIPMENT	498.07	
S013095521.002	WD: EXTENSION/TOP 4-7/8" OD X 18" VALVE BOXES (2)			\$248.39
	WATER DISTRIBUTION	OPERATIONAL SUPPLIES/EQUIPMENT	248.39	
S013095521.003	WD: 95-E ENLARGED CURB BOX BASE (2) - RETURN			\$(73.23)
	WATER DISTRIBUTION	OPERATIONAL SUPPLIES/EQUIPMENT	(73.23)	
S013051243.001	WD: FIRE HYDRANTS 6' (3) & 5'-6" (1)			\$15,405.07
	WATER DISTRIBUTION	OPERATIONAL SUPPLIES/EQUIPMENT	15,405.07	
S012955333.002	WD: OUTLET ADAPTERS FOR 3/4" COIL PIT (2)			\$244.89
	WATER DISTRIBUTION	OPERATIONAL SUPPLIES/EQUIPMENT	244.89	
S012975028.002	WD: RELIEF VALVE KITS (3)			\$782.87
	WATER DISTRIBUTION	OPERATIONAL SUPPLIES/EQUIPMENT	782.87	
S013085495.001	WD: 1-1/2" & 2" METER FLANGE KITS (4)			\$855.00

Invoice Number	Invoice Description Department/Division	GL Account Description	Line Item Amount	Inv	Item # 2.
	WATER DISTRIBUTION	OPERATIONAL SUPPLIES/EQUIPMENT	855.03		
Total For: CONSOLIDATED SUPPLY CO.					\$18,077.74
Vendor: CO-OP GAS & SUPPLY CO.					
78426	ST: PROPANE FOR THERMO PLASTIC (8.0 GAL) STREET MAINTENANCE DIVISION	PAINT & THERMO SUPPLIES/EQUIPMENT	22.00		\$22.00
44518	WTP: O RINGS (4) FOR ASAHI BALL VALVES WATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	2.40		\$2.40
Total For: CO-OP GAS & SUPPLY CO.					\$24.40
Vendor: DANNA GREENFIELD					
1915	2024 FLAG FOOTBALL EXPIRED CREDIT UNCLASSIFIED	CUSTOMER CREDITS	39.75		\$39.75
Total For: DANNA GREENFIELD					\$39.75
Vendor: DEAN, WILLIAM W					
PER DIEM T011	PER DIEM T0115 - APA IDAHO CONFERENCE SEPT'26 - B. DEAN PLANNING DIVISION	TRAINING AND TRAVEL	187.00		\$187.00
Total For: DEAN, WILLIAM W					\$187.00
Vendor: DOROTHY & FRED DENTELER					
07-00480.03	UB REFUND FOR ACCOUNT: 07-00480.03 UNCLASSIFIED	UTILITY BILLING OVERPAYMENTS	30.16		\$30.16
Total For: DOROTHY & FRED DENTELER					\$30.16
Vendor: EDNETICS INC					
INV-144098	VOIP STD/ANALOG USER CHARGES MNTHLY SEP'26 (FY26) INFORMATION TECHNOLOGY DIVISION	TELEPHONE - VOIP	2,986.38		\$2,986.38
Total For: EDNETICS INC					\$2,986.38
Vendor: FAIRCLOTH, HEATHER M.					
PER DIEM T011	PER DIEM T0118 - USA GRANT WRITING CLASS/WORKSHOP - H. FAIRCLOTH CENTRAL SERVICES DEPARTMENT	TRAINING AND TRAVEL	56.00		\$56.00
Total For: FAIRCLOTH, HEATHER M.					\$56.00
Vendor: FALLING LEAF LLC					
05-02560.09	UB REFUND FOR ACCOUNT: 05-02560.09 UNCLASSIFIED	UTILITY BILLING OVERPAYMENTS	150.00		\$150.00
Total For: FALLING LEAF LLC					\$150.00
Vendor: FELDKAMP, EDWARD					
REIMB091526	BOOT REIMBURSEMENT - E. FELDKAMP (FY26) PARK MAINTENANCE & CAPITAL	UNIFORM & CLOTHING	125.00		\$114

Invoice Number	Invoice Description Department/Division	GL Account Description	Line Item Amount	Inv	Item # 2.
Total For: FELDKAMP, EDWARD				\$125.00	
Vendor: FIRE SAFETY EDUCATION					
INV010911	CHILDREN'S EDU ACTIVITY BOOKS/STICKERS (FY26) FIRE DEPARTMENT - SANDPOINT	PUBLIC EDUCATION SUPPLIES	1,388.00	\$1,388.00	
Total For: FIRE SAFETY EDUCATION				\$1,388.00	
Vendor: FRANK LINSKOTT					
023965	WD: TOPSOIL (26 YARDS) WATER DISTRIBUTION	OPERATIONAL SUPPLIES/EQUIPMENT	792.00	\$792.00	
Total For: FRANK LINSKOTT				\$792.00	
Vendor: GALLS LLC					
036121315	GAS MASKS CANISTERS (1000) - RESILIENCY FUND CENTRAL SERVICES DEPARTMENT	OPERATIONAL SUPPLIES/EQUIPMENT	701.20	\$701.20	
036140749	SPD: OFFICER UNIFORM - SP41 - NOBLE POLICE DEPARTMENT	UNIFORM & CLOTHING	439.38	\$439.38	
Total For: GALLS LLC				\$1,140.58	
Vendor: GRAINGER INC					
9047539128	WD: DEMOLITION CHISELS (3) WATER DISTRIBUTION	OPERATIONAL SUPPLIES/EQUIPMENT	161.18	\$161.18	
9078360220	WTP: 2-WAY PVC BALL VALVES (8) WATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	494.64	\$494.64	
9086389252	WTP: O RINGS (2) WATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	6.12	\$6.12	
9087039799	WTP: O-RING 7/8 WATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	3.98	\$3.98	
Total For: GRAINGER INC				\$665.92	
Vendor: GRANT SIMMONS					
PDC07072026	PER DIEM COMP 07/01/26-09/31/26 CENTRAL SERVICES DEPARTMENT	COMMISSION/COMMITTEE SUPPLIES	120.00	\$120.00	
Total For: GRANT SIMMONS				\$120.00	
Vendor: GREAT WEST ENGINEERING, INC					
40974	LITTLE SANDCREEK DEBRIS REMOVAL (FY26) WATER TREATMENT	OTHER PROF SERVICE - ENGINEERING/ARCHITE	4,918.73	\$4,918.73	
Total For: GREAT WEST ENGINEERING, INC				\$4,918.73	
Vendor: GRIPTION TIRES INC					
78441	PARKS: TURF SAVER MOUNT - LAKEVIEW			\$	15

Invoice Number	Invoice Description Department/Division	GL Account Description	Line Item Amount	Inv Item # 2.
	PARK MAINTENANCE & CAPITAL	VEHICLE & MACH SUPPLIES/PARTS	55.98	
Total For: GRIPTION TIRES INC				\$55.98
Vendor: GRIZZLY GLASS CENTERS				
H0183429	FIRE: NEW WINDSHIELD FOR 1101 - F150 FIRE DEPARTMENT - SANDPOINT	VEHICLE & MACH SUPPLIES/PARTS	345.00	\$345.00
Total For: GRIZZLY GLASS CENTERS				\$345.00
Vendor: HACH COMPANY				
15167831	WTP: CHLORINE 10ML (1000 PACK) WATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	267.40	\$267.40
Total For: HACH COMPANY				\$267.40
Vendor: ICRMP				
02170-2027-1	INSURANCE ANNUAL PREMIUM - 1ST HALF (FY27) CENTRAL SERVICES DEPARTMENT	INSURANCE - ICRMP	184,289.00	\$184,289.00
Total For: ICRMP				\$184,289.00
Vendor: IDAHO ASPHALT SUPPLY INC				
90029426	ST: CSS-1 ASPHALT/BITUMEN EMULSION (.44 TONS) STREET MAINTENANCE DIVISION	ROADWAY/PATH SUPPLIES/EQUIPMENT	286.00	\$286.00
Total For: IDAHO ASPHALT SUPPLY INC				\$286.00
Vendor: IDAHO BUREAU OF EMS & PREPAREDNESS				
00009605	ID BUREAU OF EMS: AEMT LICENSE RENWAL - A. PUCCI FIRE DEPARTMENT - SANDPOINT	LICENSES/DUES & SUBSCR (JOB RELATED)	25.00	\$25.00
Total For: IDAHO BUREAU OF EMS & PREPAREDNESS				\$25.00
Vendor: IDAHO DEPT OF ENVIRON QUALITY				
2027Q10002	WTP: 1ST QTR DRINK WTR ASSESSMENTS FY'27 WATER TREATMENT	TECH SERVICES - REGULATORY AGENCIES	3,760.50	\$3,760.50
Total For: IDAHO DEPT OF ENVIRON QUALITY				\$3,760.50
Vendor: INLAND FOREST MANAGEMENT INC				
000639	FOREST MANAGEMENT 07/1/2026 THRU 08/31/2026 (FY26) WATER CAPITAL PROJECTS	TECH SERVICES - TIMBER SALES & LAND MGMT	1,260.00	\$1,260.00
Total For: INLAND FOREST MANAGEMENT INC				\$1,260.00
Vendor: INNOVATE! INC.				
20220.00-2	A25-1920-4 GIS SUPPORT SERVICES - AUG'26 INFORMATION TECHNOLOGY DIVISION	TECH SERVICES - GIS SERVICES	268.24	\$3,164.86
	INFORMATION TECHNOLOGY DIVISION	TECH SERVICES - GIS SERVICES	2,347.10	
	WATER DISTRIBUTION	TECH SERVICES - GIS SERVICES	274.76	

Invoice Number	Invoice Description Department/Division	GL Account Description	Line Item Amount	Inv	Item # 2.
	WASTEWATER COLLECTIONS	TECH SERVICES - GIS SERVICES	274.76		
Total For: INNOVATE! INC.					\$3,164.86
Vendor: INSIGHT DISTRIBUTING INC					
0553690-IN	SHOP: PAPER TOWEL CASE (3) LAUNDRY DETERGENT				\$202.15
	WATER DISTRIBUTION	FACILITY SUPPLIES	67.38		
	WASTEWATER COLLECTIONS	FACILITY SUPPLIES	67.38		
	STREET MAINTENANCE DIVISION	FACILITY SUPPLIES	67.39		
0562760-IN	PARKS: RESTROOM SUPPLIES - CITY BEACH & MEMORIAL				\$587.30
	PARK MAINTENANCE & CAPITAL	FACILITY SUPPLIES	392.91		
	PARK MAINTENANCE & CAPITAL	FACILITY SUPPLIES	194.39		
Total For: INSIGHT DISTRIBUTING INC					\$789.45
Vendor: IPS GROUP, INC.					
INV127179	IPS: PERMIT FEES & PARKING ENFORCEMENT SET UP - JUN'26 (FY26)				\$12,365.50
	POLICE DEPARTMENT	TECH SERVICES - PUBLIC SAFETY TICKETING	12,365.50		
INV128814	IPS: PERMIT VALIDATION, ISSUE & PARKING ENF. FEES - JUL'26 (FY26)				\$35,715.25
	POLICE DEPARTMENT	TECH SERVICES - PUBLIC SAFETY TICKETING	35,715.25		
INV129589	IPS: PERMIT & PARKING ENFORCEMENT FEES - AUG'26 (FY26)				\$2,803.50
	POLICE DEPARTMENT	TECH SERVICES - PUBLIC SAFETY TICKETING	2,803.50		
INV130023	IPS: PARKING METER FEES - AUG'26 (FY26)				\$1,410.15
	POLICE DEPARTMENT	TECH SERVICES - PUBLIC SAFETY TICKETING	1,410.15		
Total For: IPS GROUP, INC.					\$52,294.40
Vendor: IVAN RIMAR					
PDC07072026	PER DIEM COMP 07/01/26-09/31/26				\$30.00
	CENTRAL SERVICES DEPARTMENT	COMMISSION/COMMITTEE SUPPLIES	30.00		
Total For: IVAN RIMAR					\$30.00
Vendor: JANEL M. HOLM					
07-03270.00	UB REFUND FOR ACCOUNT: 07-03270.00				\$115.85
	UNCLASSIFIED	UTILITY BILLING OVERPAYMENTS	115.85		
Total For: JANEL M. HOLM					\$115.85
Vendor: JASON WELKER					
MILEAGE T0116	MILEAGE T0116 - APA IDAHO CONFERENCE SEPT'26 - J. WELKER				\$544.16
	PLANNING DIVISION	TRAINING AND TRAVEL	544.16		
PER DIEM T011	PER DIEM T0116 - APA IDAHO CONFERENCE SEPT'26 - J. WELKER				\$187.00
	PLANNING DIVISION	TRAINING AND TRAVEL	187.00		
Total For: JASON WELKER					\$7

Invoice Number	Invoice Description Department/Division	GL Account Description	Line Item Amount	Inv Item # 2.
Vendor: JIM BELL				
03-02805.02	UB REFUND FOR ACCOUNT: 03-02805.02 UNCLASSIFIED	UTILITY BILLING OVERPAYMENTS	52.17	\$52.17
03-02430.02	UB REFUND FOR ACCOUNT: 03-02430.02 UNCLASSIFIED	UTILITY BILLING OVERPAYMENTS	66.11	\$66.11
03-02780.02	UB REFUND FOR ACCOUNT: 03-02780.02 UNCLASSIFIED	UTILITY BILLING OVERPAYMENTS	57.69	\$57.69
03-02800.02	UB REFUND FOR ACCOUNT: 03-02800.02 UNCLASSIFIED	UTILITY BILLING OVERPAYMENTS	48.21	\$48.21
03-02790.02	UB REFUND FOR ACCOUNT: 03-02790.02 UNCLASSIFIED	UTILITY BILLING OVERPAYMENTS	73.47	\$73.47
Total For: JIM BELL				\$297.65
Vendor: KELLER ASSOCIATES INC				
0000257383	WWTP: S. BOYER LIFT STATION 07/01/26 - 07/25/26 WASTEWATER CAPITAL PROJECTS	CAPITAL IMPROVEMENTS OTHER THAN BUILDING	4,239.14	\$4,239.14
Total For: KELLER ASSOCIATES INC				\$4,239.14
Vendor: KELLEY CREATE				
42861131	SPD: COPIER LEASE - AUG 2026 - 08/27/2026 POLICE DEPARTMENT	COPIER LEASE	300.40	\$300.40
43116570	SPD: COPIER LEASE - SEPT 2026 - 06/26/2026 POLICE DEPARTMENT	COPIER LEASE	282.29	\$282.29
Total For: KELLEY CREATE				\$582.69
Vendor: KG & T SEPTIC INC				
66844	KG&T PORTABLE TOILET RENTAL 08/17/26-09/13/26			\$5,983.00
	PARK MAINTENANCE & CAPITAL	MULTI-PURPOSE WASTE DISPOSAL/PORTALOO	291.00	
	PARK MAINTENANCE & CAPITAL	MULTI-PURPOSE WASTE DISPOSAL/PORTALOO	581.00	
	PARK MAINTENANCE & CAPITAL	MULTI-PURPOSE WASTE DISPOSAL/PORTALOO	316.00	
	PARK MAINTENANCE & CAPITAL	MULTI-PURPOSE WASTE DISPOSAL/PORTALOO	291.00	
	PARK MAINTENANCE & CAPITAL	MULTI-PURPOSE WASTE DISPOSAL/PORTALOO	316.00	
	PARK MAINTENANCE & CAPITAL	MULTI-PURPOSE WASTE DISPOSAL/PORTALOO	316.00	
	PARK MAINTENANCE & CAPITAL	MULTI-PURPOSE WASTE DISPOSAL/PORTALOO	316.00	
	PARK MAINTENANCE & CAPITAL	MULTI-PURPOSE WASTE DISPOSAL/PORTALOO	326.00	
	RECREATION	MULTI-PURPOSE WASTE DISPOSAL/PORTALOO	316.00	
	RECREATION	MULTI-PURPOSE WASTE DISPOSAL/PORTALOO	267.00	
	WATER TREATMENT	MULTI-PURPOSE WASTE DISPOSAL/PORTALOO	132.00	
	PARK MAINTENANCE & CAPITAL	MULTI-PURPOSE WASTE DISPOSAL/PORTALOO	1,255.00	

Invoice Number	Invoice Description Department/Division	GL Account Description	Line Item Amount	Inv	Item # 2.
	PARK MAINTENANCE & CAPITAL	MULTI-PURPOSE WASTE DISPOSAL/PORTALOO	653.00		
	PARK MAINTENANCE & CAPITAL	MULTI-PURPOSE WASTE DISPOSAL/PORTALOO	291.00		
	PARK MAINTENANCE & CAPITAL	MULTI-PURPOSE WASTE DISPOSAL/PORTALOO	316.00		
Total For: KG & T SEPTIC INC					\$5,983.00
Vendor: KODIAK ADVERTISING					
3708	16"X30" POLE BANNERS (50) - DOWNTOWN SUMMER CENTRAL SERVICES DEPARTMENT	SIGNAGE SUPPLIES/EQUIPMENT	2,350.00		\$2,350.00
3777	PARKING SIGNS (PD PRKING LOTS) - VINYL PARKING STICKERS (NO KIOSK CHEC POLICE DEPARTMENT	OPERATIONAL SUPPLIES/EQUIPMENT	260.00		\$1,229.75
	POLICE DEPARTMENT	OPERATIONAL SUPPLIES/EQUIPMENT	260.00		
	POLICE DEPARTMENT	OPERATIONAL SUPPLIES/EQUIPMENT	260.00		
	POLICE DEPARTMENT	OPERATIONAL SUPPLIES/EQUIPMENT	260.00		
	POLICE DEPARTMENT	OPERATIONAL SUPPLIES/EQUIPMENT	260.00		
	POLICE DEPARTMENT	OPERATIONAL SUPPLIES/EQUIPMENT	172.50		
	POLICE DEPARTMENT	OPERATIONAL SUPPLIES/EQUIPMENT	11.50		
	POLICE DEPARTMENT	OPERATIONAL SUPPLIES/EQUIPMENT	5.75		
3784	2X18 SIGN COVER-UP DECALS - 2HR (20) POLICE DEPARTMENT	OPERATIONAL SUPPLIES/EQUIPMENT	520.00		\$520.00
3785	SKATEPARK ALUMACORE SIGNS PARK MAINTENANCE & CAPITAL	SIGNAGE SUPPLIES/EQUIPMENT	300.00		\$300.00
Total For: KODIAK ADVERTISING					\$4,399.75
Vendor: KUBWATER RESOURCES INC					
13834	WWTP: 55 LB ZETAG 8190 CHEMICAL BAGS (36) WASTEWATER TREATMENT	CHEMICAL SUPPLIES	5,108.40		\$5,108.40
Total For: KUBWATER RESOURCES INC					\$5,108.40
Vendor: LAKE CITY LAW GROUP PLLC					
47597	LEGAL SVCS: GENERAL COUNSEL AUG'26 LEGAL	OTHER PROF SERVICE - LEGAL - CIVIL	15,730.00		\$15,730.00
47598	LEGAL SERVICES - SYRINGA LITIGATION AUG'26 WATER DISTRIBUTION	OTHER PROF SERVICE - LEGAL - LIT/OTHER	363.50		\$363.50
Total For: LAKE CITY LAW GROUP PLLC					\$16,093.50
Vendor: LAKE CITY MARINE SERVICES					
244942	FIRE: BOAT REPAIRS AND MAINTENANCE - 1191 FIRE BOAT FIRE DEPARTMENT - SANDPOINT	SERVICES - AUTOMOTIVE - R&M	4,060.00		\$4,992.54
	FIRE DEPARTMENT - SANDPOINT	SERVICES - AUTOMOTIVE - R&M	932.54		
Total For: LAKE CITY MARINE SERVICES					\$4,9

Invoice Number	Invoice Description Department/Division	GL Account Description	Line Item Amount	Inv	Item # 2.
Vendor: Legacy Heating and Cooling					
39123112	AIRPORT WAY: HVAC REPAIR (NISSHA MEDICAL BLDG) GENERAL GOVERNMENT PROJECTS	SERVICES - BUILDING - R&M	760.00		
Total For: Legacy Heating and Cooling					\$760.00
Vendor: LEPS-PSS PLLC					
7820	SPD: POST COE PSYCH EVAL - SP42 POLICE DEPARTMENT	BACKGROUND CHECK SERVICES	520.00		
Total For: LEPS-PSS PLLC					\$520.00
Vendor: MAGNET FORENSICS					
SIN098082	MAGNET AXIOM ADV PHONES/CPU OCT'26-OCT'27 (FY27) INFORMATION TECHNOLOGY DIVISION	PUBLIC SAFETY-MOTOROLA/ERS-CAD/WATCHGUAR	7,827.08		
Total For: MAGNET FORENSICS					\$7,827.08
Vendor: MAY WILSON					
2431	REFUND 2024 CANCELLED BASKETBALL PROGRAM UNCLASSIFIED	CUSTOMER CREDITS	73.40		
Total For: MAY WILSON					\$73.40
Vendor: MCHUGH BROMLEY PLLC					
1000 5385	WATER RIGHTS PRE-ADJ WORK/REVIEW - AUG'26 (FY26) WATER DISTRIBUTION	OTHER PROF SERVICE - LEGAL - CIVIL	736.78		
Total For: MCHUGH BROMLEY PLLC					\$736.78
Vendor: MES SERVICE COMPANY					
IN2586730	FIRE: 1.5 IN SHUTOFF NOZZLE FIRE DEPARTMENT - SANDPOINT	OPERATIONAL SUPPLIES/EQUIPMENT	518.11		
IN2591426	FIRE: UNIFORMS FOR VOLUNTEER FIREFIGHTERS (6) FIRE DEPARTMENT - SANDPOINT	UNIFORM & CLOTHING	295.71		
Total For: MES SERVICE COMPANY					\$813.82
Vendor: MIKE BOWMAN					
08-00655.09	UB REFUND FOR ACCOUNT: 08-00655.09 UNCLASSIFIED	UTILITY BILLING OVERPAYMENTS	181.20		
Total For: MIKE BOWMAN					\$181.20
Vendor: MOSE CLEMENTS DUNKEL					
PDC07072026	PER DIEM COMP 07/01/26-09/31/26 CENTRAL SERVICES DEPARTMENT	COMMISSION/COMMITTEE SUPPLIES	60.00		
Total For: MOSE CLEMENTS DUNKEL					\$60.00
Vendor: MUSIC CONSERVATORY OF SANDPOINT INC					

Invoice Number	Invoice Description Department/Division	GL Account Description	Line Item Amount	Inv	Item # 2.
2008	ACHP & PLANNING/ZONING OPEN HOUSE 9-15-26 ROOM RENTAL PLANNING DIVISION	RENTAL OF LAND AND BUILDING	250.00		
Total For: MUSIC CONSERVATORY OF SANDPOINT INC					\$250.00
Vendor: NANCY HADLEY					
09-00445.01	UB REFUND FOR ACCOUNT: 09-00445.01 UNCLASSIFIED	UTILITY BILLING OVERPAYMENTS	141.58		
Total For: NANCY HADLEY					\$141.58
Vendor: NAPA AUTO PARTS					
299450	PARKS: 12 OZ BRAKE FLUID (3) - POLARIS RANGER - MEMORIAL PARK MAINTENANCE & CAPITAL	VEHICLE & MACH SUPPLIES/PARTS	12.96		\$12.96
298683	WWC: FUNNEL WASTEWATER COLLECTIONS	OPERATIONAL SUPPLIES/EQUIPMENT	6.96		\$6.96
498958	ST: HEADLIGHT BULBS - STREET SWEEPER STREET MAINTENANCE DIVISION	VEHICLE & MACH SUPPLIES/PARTS	6.07		\$6.07
Total For: NAPA AUTO PARTS					\$25.99
Vendor: NATASHA HANSEN					
2016	REFUND CANCELLED 25 BASKETBALL PROGRAM UNCLASSIFIED	CUSTOMER CREDITS	87.00		\$87.00
Total For: NATASHA HANSEN					\$87.00
Vendor: NIGUS, SHAROLYN					
0000234826	SHORT PLAT & ENG REVIEW REFUND UNCLASSIFIED	ACCOUNTS PAYABLE	825.00		\$1,582.50
	UNCLASSIFIED	ACCOUNTS PAYABLE	299.00		
	UNCLASSIFIED	ACCOUNTS PAYABLE	158.50		
	UNCLASSIFIED	ACCOUNTS PAYABLE	300.00		
Total For: NIGUS, SHAROLYN					\$1,582.50
Vendor: NORTH 40 OUTFITTERS					
CINV-000166975	PARKS: ENGINE OIL - BEACH BLOWERS PARK MAINTENANCE & CAPITAL	VEHICLE & MACH SUPPLIES/PARTS	47.88		\$47.88
CINV-000132375	WD: 2 1/2 GAS CAN & UTILITY KNIFE WATER DISTRIBUTION	OPERATIONAL SUPPLIES/EQUIPMENT	49.96		\$49.96
CINV-000172314	ST: LED LIGHT (1) STREET MAINTENANCE DIVISION	VEHICLE & MACH SUPPLIES/PARTS	21.99		\$21.99
CINV-000177148	ST: WEED WACKER, BRUSH ATTACHMENT & ENGINE OIL STREET MAINTENANCE DIVISION	TOOLS	749.98		\$769.72
	STREET MAINTENANCE DIVISION	OPERATIONAL SUPPLIES/EQUIPMENT	19.74		

Invoice Number	Invoice Description Department/Division	GL Account Description	Line Item Amount	Inv	Item # 2.
Total For: NORTH 40 OUTFITTERS				\$889.55	
Vendor: NORTH IDAHO LOCK & KEY					
63175	PARKS: 10 GINO LONG SHACKLE - MEMORIAL PARK MAINTENANCE & CAPITAL	SERVICES - BUILDING - R&M	155.00		\$155.00
Total For: NORTH IDAHO LOCK & KEY				\$155.00	
Vendor: NORTH POINT TRENCHLESS LLC					
A26-3257-4-1	SEWER LATERAL TAP REPLACEMENT PROJECT - PAY APP 1 WASTEWATER CAPITAL PROJECTS	CAPITAL IMPROVEMENTS OTHER THAN BUILDING	27,599.50		\$27,599.50
Total For: NORTH POINT TRENCHLESS LLC				\$27,599.50	
Vendor: NORTHERN LIGHTS					
94201 08/28/202	WTP: 300 WOODLAND DR ELECTRIC 94201 08-28-26 (FY26) WATER TREATMENT	ELECTRICITY	203.30		\$203.30
Total For: NORTHERN LIGHTS				\$203.30	
Vendor: OXARC INC					
0032638296	WWTP: CHLORINE CYL (6) & S02 (3) CYLINDERS WASTEWATER TREATMENT	CHEMICAL SUPPLIES	10,251.62		\$10,251.62
0032649218	WWTP: CHLORINE CYL (4) & S02 (2) CYLINDERS WASTEWATER TREATMENT	CHEMICAL SUPPLIES	6,856.67		\$6,856.67
0032658189	WWTP: CHLORINE CYL (5) & S02 (2) CYLINDERS WASTEWATER TREATMENT	CHEMICAL SUPPLIES	7,794.75		\$7,794.75
0032651264	SHOP: ACETYLENE, OXYGEN CYLINDERS & SINGLE FLINT STRIKER WATER DISTRIBUTION	OPERATIONAL SUPPLIES/EQUIPMENT	68.14		\$204.42
	WASTEWATER COLLECTIONS	OPERATIONAL SUPPLIES/EQUIPMENT	68.14		
	STREET MAINTENANCE DIVISION	OPERATIONAL SUPPLIES/EQUIPMENT	68.14		
Total For: OXARC INC				\$25,107.46	
Vendor: PASSPORT LABS INC					
INV-1061719	PARKING TICKET SOFTWARE SVCS - JUNE 2026 POLICE DEPARTMENT	TECH SERVICES - PUBLIC SAFETY TICKETING	1,500.59		\$1,500.59
INV-1062775	PARKING TICKET SOFTWARE SVCS - AUG 2026 POLICE DEPARTMENT	TECH SERVICES - PUBLIC SAFETY TICKETING	1,087.55		\$1,087.55
INV-1062056	PARKING TICKET SOFTWARE SVCS - JULY 2026 POLICE DEPARTMENT	TECH SERVICES - PUBLIC SAFETY TICKETING	1,111.12		\$1,111.12
Total For: PASSPORT LABS INC				\$3,699.26	
Vendor: PASSWORD ANSWER SERVICE INC					
000041-532-051	ANSWERING SERVICES AGREEMENT SEP'26 (FY26)				\$2

Invoice Number	Invoice Description Department/Division	GL Account Description	Line Item Amount	Inv	Item # 2.
	PUBLIC WORKS ADMINISTRATION	TELEPHONE - LANDLINE & OTHER	218.58		
Total For: PASSWORD ANSWER SERVICE INC					\$218.58
Vendor: PAUL & DEBORAH WARD					
06-02210.09	UB REFUND FOR ACCOUNT: 06-02210.09 UNCLASSIFIED	UTILITY BILLING OVERPAYMENTS	493.32		\$493.32
Total For: PAUL & DEBORAH WARD					\$493.32
Vendor: PIERCE AUTO CENTER					
RAM 3500 - 3749 2027 RAM 3500 TRUCK (VIN 3C7WR2GJ9VG374929)	WATER DISTRIBUTION	CAPITAL VEHICLES	44,306.00		\$44,306.00
Total For: PIERCE AUTO CENTER					\$44,306.00
Vendor: PITNEY BOWES GLOBAL FINANCIAL SERVI					
3323155761	POSTAGE METER LEASE OCT 01 2026 - DEC 31 2026 (FY27) CENTRAL SERVICES DEPARTMENT	POSTAGE LEASE	165.00		\$165.00
09092026	8000-9090-1136-9332 - POSTAGE REFILL - SEPT 2026 (FY26) CENTRAL SERVICES DEPARTMENT	POSTAGE	350.00		\$350.00
Total For: PITNEY BOWES GLOBAL FINANCIAL SERVI					\$515.00
Vendor: PLANIT GEO, INC.					
QB INV-25782	TREE INVENTORY ASSESSMENT (6,445) 08/31/2026 STREET MAINTENANCE DIVISION PARK MAINTENANCE & CAPITAL	URBAN FORESTRY MGMT PLAN/ASSESSMENT URBAN FORESTRY MGMT PLAN/ASSESSMENT	43,062.26 2,052.74		\$45,115.00
QB INV-25868	TREE INVENTORY ASSESSMENT (1,964) 09/29/2026 STREET MAINTENANCE DIVISION PARK MAINTENANCE & CAPITAL	URBAN FORESTRY MGMT PLAN/ASSESSMENT URBAN FORESTRY MGMT PLAN/ASSESSMENT	13,122.47 625.53		\$13,748.00
Total For: PLANIT GEO, INC.					\$58,863.00
Vendor: PORTMAN SQUARE GROUP LLC					
1422	WWTP: 2026 WEBSITE HOSTING AND SITE MANAGEMENT FOR BOND WASTEWATER CAPITAL PROJECTS	TECH SERVICES - PLANNING	500.00		\$500.00
Total For: PORTMAN SQUARE GROUP LLC					\$500.00
Vendor: PREMIER ELECTRIC MOTORS					
13027	WTP: RAW WATER PUMP #1 DIAGNOSIS & REPAIRS WATER TREATMENT	SERVICES - EQUIPMENT - R&M	33,380.00		\$33,380.00
Total For: PREMIER ELECTRIC MOTORS					\$33,380.00
Vendor: QUENTIN DUCKEN					
PER DIEM T012	PER DIEM T0121 - IRWA '26 FALL CONF. - Q. DUCKEN WASTEWATER COLLECTIONS	TRAINING AND TRAVEL	63.75		\$1

Invoice Number	Invoice Description Department/Division	GL Account Description	Line Item Amount	Inv	Item # 2.
	WATER DISTRIBUTION	TRAINING AND TRAVEL	63.75		
Total For: QUENTIN DUCKEN					\$127.50
Vendor: R.C. WORST CO					
368535	WWC: SOLIDS WASTE PUMP & FREIGHT WASTEWATER COLLECTIONS	OPERATIONAL SUPPLIES/EQUIPMENT	8,645.00		\$8,845.00
	WASTEWATER COLLECTIONS	OPERATIONAL SUPPLIES/EQUIPMENT	200.00		
Total For: R.C. WORST CO					\$8,845.00
Vendor: RAYNEE MCLEMORE					
2238	REFUND 2025 CANCELLED CPR CLASS UNCLASSIFIED	CUSTOMER CREDITS	60.00		\$60.00
Total For: RAYNEE MCLEMORE					\$60.00
Vendor: Reid Weber					
PDC07072026	PER DIEM COMP 07/01/26-09/31/26 CENTRAL SERVICES DEPARTMENT	COMMISSION/COMMITTEE SUPPLIES	120.00		\$120.00
Total For: Reid Weber					\$120.00
Vendor: REX EDWARDS					
PER DIEM T011	PER DIEM & MILEAGE T0119 - IRWA '26 FALL CONF. R. EDWARDS				\$232.08
	WASTEWATER COLLECTIONS	TRAINING AND TRAVEL	127.50		
	WASTEWATER COLLECTIONS	TRAINING AND TRAVEL	104.58		
Total For: REX EDWARDS					\$232.08
Vendor: RICHARD SCOTT TORPIE					
PDC07072026	PER DIEM COMP 07/01/26-09/31/26 CENTRAL SERVICES DEPARTMENT	COMMISSION/COMMITTEE SUPPLIES	120.00		\$120.00
Total For: RICHARD SCOTT TORPIE					\$120.00
Vendor: RICHARD VILLELLI					
2426	REFUND BASKETBALL CREDIT UNCLASSIFIED	CUSTOMER CREDITS	41.70		\$41.70
Total For: RICHARD VILLELLI					\$41.70
Vendor: RODNEY KNIGHT					
2020	REFUND FOR EXPIRED 2025 CPR CLASS UNCLASSIFIED	CUSTOMER CREDITS	60.00		\$60.00
Total For: RODNEY KNIGHT					\$60.00
Vendor: SAND CREEK CUSTOM WEAR					
14012	FIRE: UNIFORM HATS (11) & T SHIRT (1) FIRE DEPARTMENT - SANDPOINT	UNIFORM & CLOTHING	389.76		\$324

Invoice Number	Invoice Description Department/Division	GL Account Description	Line Item Amount	Inv	Item # 2.
Total For: SAND CREEK CUSTOM WEAR				\$389.76	
Vendor: SANDPOINT FURNITURE CARPET ONE					
960050	FIRE: NEW BED FOR VOLUNTEER FIRE FIGHTERS FIRE DEPARTMENT - SANDPOINT	OPERATIONAL SUPPLIES/EQUIPMENT	579.00		\$579.00
Total For: SANDPOINT FURNITURE CARPET ONE				\$579.00	
Vendor: SANDPOINT SAILING ASSOCIATION					
2026SAILING-2 (	2026 SAILING LESSON INSTRUCTION PER MOU A26-5100-1 TRUE UP RECREATION	TECH SVS - PARK/REC & ART/GRAPHIC DESIGN	70.00		\$70.00
Total For: SANDPOINT SAILING ASSOCIATION				\$70.00	
Vendor: SANDPOINT URBAN RENEWAL AGENCY					
08312026	AUGUST '26 TAX RECEIPTS COLLECTED UNCLASSIFIED	SANDPOINT URBAN RENEWAL AGENCY - DOWNTOWN	30,503.16		\$44,273.24
	UNCLASSIFIED	SANDPOINT URBAN RENEWAL AGENCY - NORTH	15.86		
	UNCLASSIFIED	SANDPOINT URBAN RENEWAL AGENCY - NORTH	1,544.30		
	UNCLASSIFIED	SANDPOINT URBAN RENEWAL AGENCY - NORTH	12,209.92		
09292026	SEPTEMBER '26 TAX RECEIPTS COLLECTED UNCLASSIFIED	SANDPOINT URBAN RENEWAL AGENCY - DOWNTOWN	2,412.26		\$10,102.33
	UNCLASSIFIED	SANDPOINT URBAN RENEWAL AGENCY - NORTH	7,690.07		
Total For: SANDPOINT URBAN RENEWAL AGENCY				\$54,375.57	
Vendor: SELKIRK SPORT, LLC					
SI-2233583	JER: BANNERS (2), GRIP (12PK) TAPE & BOOMSTICK PADDLE (1) JAMES E. RUSSELL SPORTS CENTER FACILITY	RETAIL/METER SUPPLIES/EQUIPMENT	347.69		\$347.69
SI-2240384	JER: SOCKS (3) CORE HATS (3) & LOCO 16MM PADDLES (2) JAMES E. RUSSELL SPORTS CENTER FACILITY	RETAIL/METER SUPPLIES/EQUIPMENT	254.97		\$254.97
Total For: SELKIRK SPORT, LLC				\$602.66	
Vendor: SOUTH FORK HARDWARE (PARKS)					
437589	PARKS: GLASS CLEANER (2) SOCKET WRENCHES (3) - MEMORIAL PARK MAINTENANCE & CAPITAL	TOOLS	23.17		\$31.15
	PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	7.98		
437848	PARKS: RUSTOLEUM 12 OZ (3) AA BATTERIES - JEFF JONES PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	48.86		\$48.86
437806	PARKS: PPE GLOVES (2) - TRAVERS PARK MAINTENANCE & CAPITAL	UNIFORM & CLOTHING	28.48		\$28.48
437615	MORTAR MIX - SEAT WALLS DOWNTOWN STREETS STREET MAINTENANCE DIVISION	OPERATIONAL SUPPLIES/EQUIPMENT	11.99		\$11.99
437969	PARKS: CLEANER (1) TAPCON BOX (1) HAMMER BITS 5K & POST IT NOTES (2) - ME				\$54.50

Invoice Number	Invoice Description Department/Division	GL Account Description	Line Item Amount	Inv	Item # 2.
	PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	94.55		
Total For: SOUTH FORK HARDWARE (PARKS)					\$215.03
Vendor: SOUTH FORK HARDWARE (PUB WKS)					
437723	ST: SIGN BOLTS NUTS (4) STREET MAINTENANCE DIVISION	OPERATIONAL SUPPLIES/EQUIPMENT	11.96		\$11.96
437988	WWTP: 4PK LIGHT BULBS (2) 9/16 STAPLES (2) & MARKER WASTEWATER TREATMENT	OFFICE SUPPLIES/EQUIPMENT	48.75		\$48.75
Total For: SOUTH FORK HARDWARE (PUB WKS)					\$60.71
Vendor: SOUTH FORK HARDWARE (REC)					
436680	REC: TARGET STAPLES - RANGE RECREATION	OPERATIONAL SUPPLIES/EQUIPMENT	56.90		\$56.90
Total For: SOUTH FORK HARDWARE (REC)					\$56.90
Vendor: SPARKS, NATHAN G					
REIMB090126	WWTP: BOOT REIMBURSMENT N. SPARKS (FY26) WASTEWATER TREATMENT	UNIFORM & CLOTHING	119.38		\$119.38
Total For: SPARKS, NATHAN G					\$119.38
Vendor: STANTEC CONSULTING SERVICES INC					
2617579	WWTP: ENGR SERVICES THRU AUG 7TH 2026 WASTEWATER CAPITAL PROJECTS	CAPITAL IMPROVEMENTS OTHER THAN BUILDING	5,388.10		\$5,388.10
Total For: STANTEC CONSULTING SERVICES INC					\$5,388.10
Vendor: STANTON EDWARD COOKE					
2026-11	FIRE: INCIDENT COMMAND TRAINING INSTRUCTOR FIRE DEPARTMENT - SANDPOINT	TRAINING AND TRAVEL	900.00		\$900.00
Total For: STANTON EDWARD COOKE					\$900.00
Vendor: STEP SAVER INC					
T445940	WTP: BULK SOLAR SALT (24.08 TONS) WATER TREATMENT	CHEMICAL SUPPLIES	3,491.60		\$8,824.10
	WATER TREATMENT	CHEMICAL SUPPLIES	3,950.00		
	WATER TREATMENT	CHEMICAL SUPPLIES	1,382.50		
Total For: STEP SAVER INC					\$8,824.10
Vendor: SUSAN WOGTECH					
OCTCONTRABA	OCT 9TH CONTRA DANCE BAND RECREATION	TECH SVS - PARK/REC & ART/GRAPHIC DESIGN	225.00		\$225.00
Total For: SUSAN WOGTECH					\$225.00
Vendor: TIFFANY SULFRIDGE					

Invoice Number	Invoice Description Department/Division	GL Account Description	Line Item Amount	Inv	Item # 2.
2423	REFUND A 2025 BASKETBALL CREDIT UNCLASSIFIED	CUSTOMER CREDITS	43.50		
Total For: TIFFANY SULFRIDGE					\$43.50
Vendor: TMG SERVICES INC					
0055587-IN	WTP: M4 PUMP TUBE & ARM ROLLER - SAND CREEK WATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	1,036.44		\$1,036.44
Total For: TMG SERVICES INC					\$1,036.44
Vendor: TORK ELECTRIC INC					
9607	WTP: MOTOR REPLACEMENT WATER TREATMENT	TECH SERVICES - ELECTRICAL	262.50		\$262.50
9608	WWTP: NEW SUMP PUMP CIRCUIT WIRING WASTEWATER TREATMENT	TECH SERVICES - ELECTRICAL	780.00		\$780.00
9609	PARKS: POST LIGHT TROUBLE SHOOTING - JEFF JONES (DTS) PARK MAINTENANCE & CAPITAL	TECH SERVICES - ELECTRICAL	298.40		\$298.40
Total For: TORK ELECTRIC INC					\$1,340.90
Vendor: TW ENTERPRISES, INC.					
CD99024446	WWC: SUPERIOR ST. LIFT STATION GENERATOR REPAIR WASTEWATER COLLECTIONS	SERVICES - BUILDING - R&M	861.25		\$861.25
Total For: TW ENTERPRISES, INC.					\$861.25
Vendor: USA BLUE BOOK					
INV01164226	WWTP: 5 MIL NITRILE GLOVES 100 PACK (3) WASTEWATER TREATMENT	LABORATORY SUPPLIES	103.42		\$103.42
Total For: USA BLUE BOOK					\$103.42
Vendor: VCA NORTH IDAHO ANIMAL HOSPITAL					
5381679240	SPD: NIVEA - 6.5 DAYS OF BOARDING & UA - ANIMAL CONTROL POLICE DEPARTMENT	TECH SERVICES - ANIMAL CONTROL	436.70		\$436.70
5381678575	SPD: EXAM/CONSULTATION - NIVEA - ANIMAL CONTROL POLICE DEPARTMENT	TECH SERVICES - ANIMAL CONTROL	101.95		\$101.95
Total For: VCA NORTH IDAHO ANIMAL HOSPITAL					\$538.65
Vendor: VERIZON WIRELESS					
6153894810	VZ WIRELESS PHONE/DATA CHGE 08.21.26-09.20.26 WASTEWATER TREATMENT	TELEPHONE - WIRELESS	38.70		\$159.88
	WATER TREATMENT	TELEPHONE - WIRELESS	20.02		
	WATER DISTRIBUTION	TELEPHONE - WIRELESS	38.70		
	WASTEWATER COLLECTIONS	TELEPHONE - WIRELESS	62.46		

Invoice Number	Invoice Description Department/Division	GL Account Description	Line Item Amount	Inv	Item # 2.
Total For: VERIZON WIRELESS				\$159.88	
Vendor: VORTEX HOLDCO, LLC					
2025 CIPP	A26-3400-5 CIPP PROJECT PAYMENT APP - FINAL			\$527,195.00	
	WASTEWATER CAPITAL PROJECTS	CAPITAL IMPROVEMENTS OTHER THAN BUILDING	227,153.40		
	STREET CAPITAL & PROJECTS	CAPITAL IMPROVEMENTS OTHER THAN BUILDING	298,841.60		
	WASTEWATER CAPITAL PROJECTS	CAPITAL IMPROVEMENTS OTHER THAN BUILDING	1,200.00		
Total For: VORTEX HOLDCO, LLC				\$527,195.00	
Vendor: WASTE MANAGEMENT OF IDAHO INC					
0247438-1827-0	CITY PROPERTY REFUSE/WASTE CHARGES AUG'26			\$10,440.00	
	GOVERNMENT BUILDING & GROUNDS DIVISION	DISPOSAL (GARBAGE) SERVICES	560.00		
	PARK MAINTENANCE & CAPITAL	DISPOSAL (GARBAGE) SERVICES	8,160.00		
	WASTEWATER TREATMENT	DISPOSAL (GARBAGE) SERVICES	160.00		
	PARK MAINTENANCE & CAPITAL	DISPOSAL (GARBAGE) SERVICES	480.00		
	PARK MAINTENANCE & CAPITAL	DISPOSAL (GARBAGE) SERVICES	480.00		
	GOVERNMENT BUILDING & GROUNDS DIVISION	DISPOSAL (GARBAGE) SERVICES	40.00		
	PUBLIC WORKS ADMINISTRATION	DISPOSAL (GARBAGE) SERVICES	240.00		
	WATER TREATMENT	DISPOSAL (GARBAGE) SERVICES	320.00		
Total For: WASTE MANAGEMENT OF IDAHO INC				\$10,440.00	
Vendor: WAYNE K BENNER					
PDC07072026	PER DIEM COMP 07/01/26-09/31/26			\$120.00	
	CENTRAL SERVICES DEPARTMENT	COMMISSION/COMMITTEE SUPPLIES	120.00		
Total For: WAYNE K BENNER				\$120.00	
Vendor: WILLIAM CHRISTOPHER MITCHELL					
PDC07072026	PER DIEM COMP 07/01/26-09/31/26			\$90.00	
	CENTRAL SERVICES DEPARTMENT	COMMISSION/COMMITTEE SUPPLIES	90.00		
Total For: WILLIAM CHRISTOPHER MITCHELL				\$90.00	
Vendor: WILLIAMS HOMES					
09-00255.02	UB REFUND FOR ACCOUNT: 09-00255.02			\$242.09	
	UNCLASSIFIED	UTILITY BILLING OVERPAYMENTS	242.09		
Total For: WILLIAMS HOMES				\$242.09	
Vendor: WILLIAMS SCOTSMAN INC					
9027031657	WWTP: MODULAR RENTAL 09/19/2026-10/18/2026 FY26			\$1,211.43	
	WASTEWATER TREATMENT	RENTAL OF LAND AND BUILDING	785.40		
	WASTEWATER TREATMENT	RENTAL OF LAND AND BUILDING	19.64		
	WASTEWATER TREATMENT	RENTAL OF LAND AND BUILDING	206.26		

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Invoice Number	Invoice Description Department/Division	GL Account Description	Line Item Amount	Inv	Item # 2.
	WASTEWATER TREATMENT	RENTAL OF LAND AND BUILDING	22.00		
	WASTEWATER TREATMENT	RENTAL OF LAND AND BUILDING	5.00		
	WASTEWATER TREATMENT	RENTAL OF LAND AND BUILDING	70.00		
	WASTEWATER TREATMENT	RENTAL OF LAND AND BUILDING	103.13		
Total For: WILLIAMS SCOTSMAN INC					\$1,211.43
Vendor: WINTER EQUIPMENT COMPANY INCORPORATED					
IV66019	ST: SNOW PLOW BLADE EQUIPMENT & FASTENERS STREET MAINTENANCE DIVISION	VEHICLE & MACH SUPPLIES/PARTS	715.86		\$715.86
Total For: WINTER EQUIPMENT COMPANY INCORPORATED					\$715.86
Vendor: WM CORPORATE SERVICES, INC					
0246961-1827-2	CITY PROPERTY REFUSE/WASTE CHARGES JUL'26 GOVERNMENT BUILDING & GROUNDS DIVISION	DISPOSAL (GARBAGE) SERVICES	720.00		\$9,120.00
	PARK MAINTENANCE & CAPITAL	DISPOSAL (GARBAGE) SERVICES	6,320.00		
	WASTEWATER TREATMENT	DISPOSAL (GARBAGE) SERVICES	200.00		
	PARK MAINTENANCE & CAPITAL	DISPOSAL (GARBAGE) SERVICES	600.00		
	PARK MAINTENANCE & CAPITAL	DISPOSAL (GARBAGE) SERVICES	600.00		
	GOVERNMENT BUILDING & GROUNDS DIVISION	DISPOSAL (GARBAGE) SERVICES	40.00		
	PUBLIC WORKS ADMINISTRATION	DISPOSAL (GARBAGE) SERVICES	240.00		
	WATER TREATMENT	DISPOSAL (GARBAGE) SERVICES	400.00		
Total For: WM CORPORATE SERVICES, INC					\$9,120.00
Vendor: WM CORPORATE SERVICES, INC. AS PAYMENT AGENT					
62500-95006 SE	REFUSE AND WASTE CHRGS SEPT- 2026 - FY26 SANITATION/GARBAGE COLLECTION	TECH SERVICES - GARBAGE REMOVAL	9,558.33		\$54,344.98
	SANITATION/GARBAGE COLLECTION	TECH SERVICES - GARBAGE REMOVAL	44,786.65		
Total For: WM CORPORATE SERVICES, INC. AS PAYMENT AGENT					\$54,344.98
Vendor: WOODHAWK CONTROLS LLC					
WC-26188-01	WWTP: VFD FOR NEW SLUDGE PUMP WASTEWATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	3,950.00		\$3,950.00
Total For: WOODHAWK CONTROLS LLC					\$3,950.00
Vendor: WOOD'S CRUSHING & HAULING INC					
60615	ST: 3/4 GRAVEL (333.72 TONS) - AUGUST HAULS STREET MAINTENANCE DIVISION	ROADWAY/PATH SUPPLIES/EQUIPMENT	4,254.93		\$4,254.93
Total For: WOOD'S CRUSHING & HAULING INC					\$4,254.93
Vendor: ZACHARY FISHER					

Invoice Number	Invoice Description Department/Division	GL Account Description	Line Item Amount	Inv Item # 2.
REIMB092426	HEADLIGHT LIGHT BULB & DIELECTRIC GREASE- REIMBURSEMENT POLICE DEPARTMENT	VEHICLE & MACH SUPPLIES/PARTS	28.87	
Total For: ZACHARY FISHER				\$28.87

Vendor: ZERO DB COMMUNICATIONS LLC

2602447	DOWNTOWN PARKING LOT CAMERAS - FIBER WORK GENERAL GOVERNMENT PROJECTS	CAPITAL IMPROVEMENTS OTHER THAN BUILDING	24,922.50	\$24,922.50
Total For: ZERO DB COMMUNICATIONS LLC				\$24,922.50

Vendor: ZIPLY FIBER

3469 09.25.26	3469 TURTLE ROCK 08.25.26-09.24.26 WATER TREATMENT	TELEPHONE - LANDLINE & OTHER	64.84	\$64.84
6269 09.22.26	6269 PHONE CHGS - 911 TRANSFER 09.22.26-10.21.26 POLICE DEPARTMENT	TELEPHONE - LANDLINE & OTHER	13.80	\$13.80
6708 09.22.26	6708 PHONE CHGS - CITY HALL 09.22.26-10.21.26 INFORMATION TECHNOLOGY DIVISION	TELEPHONE - LANDLINE & OTHER	133.24	\$133.24
4008 09.22.26	4008 - PHONE CHGS - CITY HALL 09.22.26-10.21.26 WASTEWATER COLLECTIONS	TELEPHONE - LANDLINE & OTHER	291.26	\$291.26
Total For: ZIPLY FIBER				\$503.14

Payables Grand Total: \$1,383,459.39

Employee Benefit Compensation Export
From 09/01/2026 - 09/30/2026

WAGES Total	MEDICAL Total	DENTAL Total	SUPPLEMENTAL Total	TAXES Total	RETIREMENT Total	Employer Total
565,300.90	106,360.08	4,320.00	11,004.98	37,178.46	73,868.72	798,033.14

Grand Total: \$2,181,492.53

Councilor Signature: _____ Date: _____

Councilor Name: **PAM DUQUETTE**



MEMO

To: Sandpoint City Council
FROM: Mayor Jeremy Grimm
DATE: October 7, 2026
SUBJECT: City Commission, Advisory Committee and Board Appointment

I have appointed Paul Vogel to the Sustainability Committee for a 3-year term, set to expire on September 30, 2029. Paul has been a Sandpoint resident for many years and brings a diverse background in fields related to sustainability.

I sincerely appreciate Paul's willingness to step forward and volunteer in this capacity to serve our community, and I thank you in advance for your consideration of the confirmation of his appointment.



Citizen Advisory Board Application - Sustainability Committee

Complete and submit this application to be considered for a seat on the Sandpoint Sustainability Committee.

Thank you for your interest in serving on the Sandpoint Sustainability Committee, a City of Sandpoint volunteer citizen advisory board. We appreciate your desire to serve our city in this capacity and look forward to reviewing your application. For more information, including qualifications for serving on this Committee, please visit [Chapter 7 of Title 2, Sandpoint City Code](#).

Applicant Information

First Name: *

Last Name: *

Phone Number: *
Ex. 208-555-5555. Please include area code.

Email Address: *

Home Address: * **Street Address**

Address Line 2

City **State / Province / Region**

Postal / Zip Code **Country**

Mailing Address: *

Street Address

Address Line 2

City

State / Province / Region

Postal / Zip Code

Country

Employment and Volunteer History

Please upload a copy of your resume or any additional information relevant to your application.

Upload your
Resume or
Curriculum Vitae *

[20260916_164836.jpg](#)

1.93MB



Please relay any
add'l information
regarding your
experience or
background and the
reason(s) you wish
to serve in this
capacity: *

Please note that I am retired and do not have , nor did I ever have a resume. I practiced law in Sandpoint from 1979 through 2018. I served on the board of the Idaho Conservation League from approximately 1983 until 1990. I have volunteered for POAC and the Panida. I incorporated the Clean Air Coalition as well as many other non profit corporations and served as legal counsel for the Unicorn Theater, Selkirk Priest Basin Association, Clean Air Coalition and other non profits. I have worked with property owners and negotiated conservation easements on their behalf with the Nature Conservancy and the Montana Land Reliance. My experience allowed me to utilize my legal training to work with numerous environmental organizations on a variety of issues of concern to residents of North Idaho.

Comments

2000 characters left

Item # 3.

Appointed

Not Appointed



AGENDA REPORT

City Council Meeting

TODAY'S DATE: September 28, 2026

MEETING DATE: October 7, 2026

TO: City Council

FROM: Holly Ellis, Public Works Director

SUBJECT: Approval of Idaho Transportation Department Local Professional Services Agreement No. 97660 with J-U-B Engineers, Inc. for Boyer Pedestrian Project

DESCRIPTION/BACKGROUND:

On December 20, 2023, City Council adopted Resolution No. 23-098 authorizing staff to apply for Transportation Alternatives Program (TAP) funding for a pedestrian access project along North Boyer Avenue.

The City was subsequently awarded TAP funding for the project. On December 17, 2025, City Council adopted Resolution No. 25-050 accepting the grant award and approving the State/Local Agreement for Project A024(687), N Boyer Ave SW; E Mtn View to Juniper, Key No. 24687. The State/Local Agreement was executed in February 2026.

The project will fill an existing pedestrian facility gap along North Boyer Avenue between East Mountain View Drive and Alexander Way. The current project scope includes approximately 1,225 linear feet of shared-use pathway and sidewalk, seven ADA ramps, and pedestrian crossing improvements at Mountain View Drive, including rectangular rapid flashing beacons.

As required for this federally funded project, the consultant selection and agreement were coordinated through the Idaho Transportation Department (ITD) and Local Highway Technical Assistance Council (LHTAC). J-U-B Engineers, Inc. was selected to provide professional engineering services for the project.

Local Professional Services Agreement No. 97660 includes project management, topographic and boundary survey, environmental documentation, utility coordination, public engagement support, preliminary and final design, preparation of plans, specifications and estimates, and bidding assistance. The design is anticipated to progress through preliminary and final design with plans, specifications and estimates targeted for completion in 2027.

The proposed agreement a not-to-exceed amount of \$149,980 and the work by J-U-B will be completed by January 3, 2028. Project costs will be reimbursed at the federal participation rate in accordance with the State/Local Agreement; federal participation is 92.66%, with a local match of 7.34%.

STAFF RECOMMENDATION:

Staff recommends City Council approve Local Professional Services Agreement No. 97660 with J-U-B Engineers, Inc. in an amount not to exceed \$149,980 for engineering and design services associated with the North Boyer Avenue Transportation Alternatives Program (TAP) project, Key No. 24687, and authorize the Mayor to execute the agreement.

ACTION:

Move to approve Local Professional Services Agreement No. 97660 with J-U-B Engineers, Inc. in an amount not to exceed \$149,980 for engineering and design services associated with the North Boyer Avenue Transportation Alternatives Program (TAP) project, Key No. 24687, and authorize the Mayor to execute the agreement.

WILL THERE BE ANY FINANCIAL IMPACT? Yes HAS THIS ITEM BEEN BUDGETED? Yes

ATTACHMENTS:

Proposed Resolution

Local Professional Services Agreement No. 97660 – J-U-B Engineers, Inc.

TAP State/Local Agreement – Key No. 24687

No: 26-
Date: October 7, 2026

RESOLUTION
OF THE CITY COUNCIL
CITY OF SANDPOINT

TITLE: APPROVAL OF IDAHO TRANSPORTATION DEPARTMENT LOCAL PROFESSIONAL SERVICES AGREEMENT NO. 97660 WITH J-U-B ENGINEERS, INC. FOR BOYER PEDESTRIAN PROJECT

WHEREAS: On December 20, 2023, the City Council adopted Resolution No. 23-098 authorizing staff to apply for Transportation Alternatives Program (TAP) funding for a pedestrian access project along North Boyer Avenue;

WHEREAS: The City was awarded TAP funding, and on December 17, 2025, the City Council adopted Resolution No. 25-050 accepting the grant award and approving the State/Local Agreement for Project A024(687), N Boyer Ave SW; E Mtn View to Juniper, Key No. 24687, which was executed in February 2026;

WHEREAS: The project will address an existing pedestrian facility gap along North Boyer Avenue between East Mountain View Drive and Alexander Way and includes approximately 1,225 linear feet of shared-use pathway and sidewalk, seven ADA ramps, and pedestrian crossing improvements at East Mountain View Drive, including rectangular rapid flashing beacons;

WHEREAS: In accordance with federal funding requirements, the consultant selection and agreement were coordinated through the Idaho Transportation Department (ITD) and Local Highway Technical Assistance Council (LHTAC), and J-U-B Engineers, Inc. was selected to provide professional engineering and design services;

WHEREAS: Local Professional Services Agreement No. 97660 provides for project management, surveying, environmental documentation, utility coordination, public engagement support, preliminary and final design, preparation of plans, specifications and estimates, and bidding assistance, with services to be completed by January 3, 2028; and

WHEREAS: The agreement with J-U-B Engineers, Inc. is in an amount not to exceed \$149,980, with project costs reimbursed at the federal participation rate of 92.66% and a local match of 7.34%.

NOW, THEREFORE, BE IT RESOLVED THAT: City Council hereby approves the Local Professional Services Agreement No. 97660 with J-U-B Engineers, Inc. in an amount not to exceed \$149,980 for engineering and design services for the North Boyer Avenue TAP project, Key No. 24687, a copy of which is attached hereto and made a part hereof as if fully incorporated herein.

BE IT FURTHER RESOLVED THAT: The Mayor or designee, as permitted, is hereby authorized to enter into this agreement on behalf of the City.

Jeremy Grimm, Mayor

ATTEST:

Meri Jane Bohn, City Clerk

Idaho Transportation Department Local Professional Services Agreement

Item # 4.

Agreement #: 97660

THIS AGREEMENT is made and entered into this _____ day of _____, _____, by and between the CITY OF SANDPOINT, whose address is 1123 Lake Street Sandpoint, ID 83864, hereinafter called the "Sponsor," and JUB Engineers, Inc., whose address is 2760 W. Excursion Ln., Ste. 400, , Meridian, ID, 83642, hereinafter called the "Consultant."

RATIFICATION

The Idaho Transportation Department, representing the Federal Highway Administration on all local federal-aid highway projects, is authorized to ratify all agreements for engineering services entered into between sponsoring local agencies and their retained consultants. All references to State used hereafter shall denote the Idaho Transportation Department.

NOW, THEREFORE, the parties hereby agree as follows:

The work covered by this Agreement is for the following project(s):

Project Name	Project #	Key #
SMA-7705, N BOYER AVE SW; E MTN VIEW TO JUNIPER, SANDPOINT	A024(687)	24687

SUBCONSULTANTS

The State approves the Consultant's utilization of the following Subconsultants:

N/A

AGREEMENT ADMINISTRATOR

This Agreement shall be administered by Amanda LaMott, Safety TAP Engineer, LHTAC; (208) 344-0565; or an authorized representative.

DUTIES AND RESPONSIBILITIES OF CONSULTANT

A. DESCRIPTION OF WORK

The Consultant shall provide professional services as outlined in the attachment(s) and as further described herein.

1. The following attachments are made a part of this Agreement:

a. **Attachment No. 1L** is the Consultant Agreement Specifications which are applicable to all agreements.

b. **Attachment No. 2** is the negotiated Scope of Work, Cost Estimate, and Man-Day Estimate.

In the case of discrepancy, this Agreement shall have precedence over Attachment No. 2, and Attachment No. 2 shall have precedence over Attachment No. 1.

2. Per Diem will be reimbursed at the current approved rates. These rates are listed at <https://itd.idaho.gov/consultant-services/consultant-resources/> .

DUTIES AND RESPONSIBILITIES OF SPONSOR AND/OR STATE

The Sponsor and/or State shall provide to the Consultant, upon request, copies of any records or data on hand which are pertinent to the work under the Agreement.

TIME AND NOTICE TO PROCEED

A. The Consultant shall start work under this Agreement no later than ten (10) calendar days from the receipt of written notice to proceed with the work. The Consultant shall complete all work by **1/3/2028**.

Item # 4.

B. The Consultant shall remain available to perform additional work for an additional sixty (60) days or until the Agreement is closed out, whichever comes first.

BASIS OF PAYMENT

A. Payment Basis: Cost Plus Fixed Fee

B. Compensation Amount

1. Not-To-Exceed Amount: **\$149,980.00**

2. Additional Services Amount: **\$0.00**

3. Total Agreement Amount: **\$149,980.00**

C. Fixed Fee Amount: **\$14,534.00** (This is included in the Total Agreement Amount.)

D. Approved Overhead Rates for Prime Consultant and Subconsultants

JUB Engineers, Inc. 187.27%

E. Reasonable increases in labor rates during the life of this Agreement will be accepted. Payroll additive rate, general administrative overhead rate, and unit prices are subject to adjustment during the life of this Agreement based on audit and negotiations. If the State approves an adjustment to the overhead rate or unit prices, the Consultant must then submit a written request to the Agreement Administrator requesting use of the approved rate(s) on this agreement. If the new rate(s) are accepted by the Agreement Administrator, they shall apply from the date the written request was made to the Agreement Administrator. An adjustment shall not change the Not-To-Exceed amount of the Agreement.

F. Professional Services Authorization and Invoice Summary (Authorization) No. 1 is issued in the amount of **\$149,980.00** to begin the work of this Agreement. The remaining amount will be issued by consecutive Authorizations.

An additional services amount may be included in this Agreement. If so, the Sponsor will determine if additional services is required beyond the services outlined in Attachment No. 2. When additional services are required, the additional services amount of the Agreement will be utilized, and a subsequent Authorization will be issued.

IN WITNESS WHEREOF, the Parties hereto have set their hands on the day and year in this Agreement first written above.

JUB ENGINEERS, INC.

Consultant

By: 

Title: Program Manager

CITY OF SANDPOINT

Local Sponsor

By: _____

Title: _____

IDAHO TRANSPORTATION DEPARTMENT

By: _____

Title: _____

IDAHO CODE CERTIFICATION FORM**Failure to comply with the terms of the referenced Idaho Code may result in breach of contract.****Anti-Boycott Clauses**

Per the provisions of Idaho Code §§ 67-2346, Anti-Boycott Against Israel Act, and Idaho Code §§ 67-2347A, Prohibition on Contracts with Companies Boycotting Certain Sectors the undersigned certifies that it is not currently engaged in and will not for the duration of the contract engage in the following:

- boycott of goods or services from Israel or territories under its control; or
- boycott of any individual or company because the individual or company engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or
- boycott of any individual or company because the individual or company engages in or supports the manufacture, distribution, sale, or use of firearms, as defined in Idaho Code § 18-3302(2)(d)

Prohibition on Contracts with Companies Owned or Operated by the Government of China

Idaho Code, §§ 67-2359 states “a public entity in this state may not enter into a contract with a company to acquire or dispose of services, supplies, information technology, or construction unless the contract includes a written certification that the company is not currently owned or operated by the government of China and will not for the duration of the contract be owned or operated by the government of China”. Company certifies that it is not owned or operated by the government of China.

By signing below, I certify that this company understands and will comply with the aforementioned requirements

Signature of Company’s authorized representative:



Signature

J-U-B Engineers, Inc.

Company Name

ATTACHMENT NO. 1L

CONSULTANT AGREEMENT SPECIFICATIONS

These specifications supplement Local Professional Services Agreements and shall be attached to said Agreements.

A. DEFINITIONS

1. **Administrator:** Person directly responsible for administering the Professional Services Agreement (Agreement) on behalf of the Local Public Agency.
2. **Combined Overhead:** The sum of the payroll additives and general administrative overhead expressed as a percent of the direct labor cost.
3. **Cost:** Cost is the sum of the hourly charge out rate and other direct costs.
4. **Cost Plus Fixed Fee:** Cost Plus Fixed Fee is the sum of the payroll costs, combined overhead, and other direct costs, plus the fixed fee.
5. **CPM:** Critical Path Scheduling. The CPM will list work tasks, their durations, milestones and their dates, and State/Local review periods.
6. **Fixed Fee:** A dollar amount established to cover the Consultant's profit and business expenses not allocable to overhead. The fixed fee is based on a negotiated percent of direct labor cost and combined overhead and shall take into account the size, complexity, duration, and degree of risk involved in the work. The fee is "fixed," i.e. it does not change. If extra work is authorized, an additional fixed fee can be negotiated, if appropriate.
7. **General Administrative Overhead (Indirect Expenses):** The allowable overhead (indirect expenses) expressed as a percent of the direct labor cost.
8. **Hourly Charge Out Rate:** The negotiated hourly rate to be paid to the Consultant which includes all overhead for time worked directly on the project.
9. **Incentive/Disincentive Clause:** Allows for the increase or decrease of total Agreement amount paid based on factors established in the Agreement. Normally, these factors will be completion time and completion under budget.
10. **Lump Sum:** An agreed upon total amount, that will constitute full payment for all work described in the Agreement.
11. **Milestones:** Negotiated portions of projects to be completed within the negotiated time frame. Normally the time frame will be negotiated as a calendar date, but it could also be "working" or "calendar" days. As many milestones as the Consultant and the State/Sponsor believe necessary for the satisfactory completion of the Agreement will be negotiated.
12. **Not-To-Exceed Amount:** The Agreement amount is considered to be a Not-to-Exceed amount, which amount shall be the maximum amount payable and shall not be exceeded unless adjusted by a Supplemental Agreement.
13. **Other Direct Costs:** The out-of-pocket costs and expenses directly related to the project that are not a part of the normal company overhead expense.
14. **Payroll Additives:** All payroll additives allocable to payroll costs such as FICA, State Unemployment Compensation, Federal Unemployment Compensation, Group Insurance, Workmen's Compensation, Holiday, Vacation, and Sick Leave. The payroll additive is expressed as a percent of the direct labor cost.

15. **Payroll Costs (Direct Labor Cost):** The actual salaries paid to personnel for the time worked directly on the project. Payroll costs are referred to as direct labor cost.
16. **Per Diem Rates:** Per Diem will be reimbursed at actual cost. However, reimbursements shall not exceed the current approved rates. The current rates are listed on the following Web site: [Consultant Services | Idaho Transportation Department](#)
17. **Standard of Care:** The level or quality of service ordinarily provided by normally competent practitioners of good standing in that field, contemporaneously providing similar services in the same locality and under the same circumstances.
18. **State:** Normally “State” refers to the Idaho Transportation Department.
19. **Sponsor:** The “Sponsor” refers to the local public agency.
20. **Unit Prices:** The allowable charge out rate for units or items directly related to the project that are not a part of the normal overhead expense.

NOTE: All cost accounting procedures, definitions of terms, payroll cost, payroll additives, general administrative overhead, direct cost, and fixed fee shall comply with Federal Acquisition Regulations, 48 CFR, Part 31, and be supported by audit accepted by the State.

B. STANDARDS OF PERFORMANCE

Except as otherwise specifically provided for in the Consultant’s Scope of Work, the Consultant agrees that all work performed under the Agreement will be performed in accordance with Idaho Transportation Department Standards and other appropriate standards with generally acceptable standard of care. When the work is of a nature that requires checking, the checking shall be performed by a qualified person other than the one who performed the work.

C. AGREEMENT ADMINISTRATOR

The Agreement Administrator will administer the Agreement for performance and payment, and will decide all questions which may arise as to quality and acceptability of the work, rate of progress, definition of work to be performed, completion of milestones, and acceptable fulfillment of the Agreement. The Consultant shall address all correspondence, make all requests, and deliver all documents to the Administrator. The Administrator shall be responsible for the timely coordination of all reviews performed by the State or their representatives.

D. PERSONNEL

The Consultant shall provide adequate staff of experienced personnel or Subconsultants capable of and devoted to the successful accomplishment of work to be performed under the Agreement. The specific individuals or Subconsultants listed in this Agreement, including Project Manager, shall be subject to approval by the State and shall not be removed or replaced without the prior written approval of ITD. Replacement personnel submitted for approval must have qualifications, experience and expertise at least equal to those listed in the proposal.

E. SUBCONSULTANTS

The Consultant shall have sole responsibility for the management, direction, and control of each Subconsultant and shall be responsible and liable to the Sponsor for the satisfactory performance and quality of work performed by Subconsultants under the terms and conditions of this Agreement. The Consultant shall include all the applicable terms and conditions of this Agreement in each Subconsultant Agreement between the Consultant and Subconsultant, and provide the State with a copy of each Subconsultant Agreement prior to the Subconsultant beginning work. No other Subconsultant shall be used by the Consultant without prior written consent by the State.

F. PROFESSIONAL SERVICES AUTHORIZATION

1. A written PROFESSIONAL SERVICES AUTHORIZATION (PSA) will be issued by the State to authorize the Consultant to proceed with a specific portion of the work under this Agreement. The number of PSAs required to accomplish all the work under this Agreement is one to several. Each PSA will authorize a maximum dollar amount and specify the milestone(s) for which the PSA represents. The Sponsor assumes no obligation of any kind for expenses incurred by the Consultant prior to the issuance of the PSA; for any expenses incurred by the Consultant for services performed outside the work authorized by the PSA; and for any dollar amount greater than authorized by the PSA.
2. The Consultant's work of this Agreement will be divided into milestones, each governed by a separate PSA. It is not necessary for a PSA to be completed prior to the issuance of the next PSA. The Consultant shall not perform work which has not been authorized by a PSA. When the money authorized by a PSA is nearly exhausted, the Consultant shall inform the Administrator and shall identify the need for additional authorization via issuance of the next PSA. The Administrator must concur with the Consultant prior to the issuance of the next PSA.
3. The Agreement is lump sum, unit cost, or cost plus fixed fee amount as indicated in this Agreement and may include an Additional Services amount for possible extra work not contemplated in the original scope of work. For the Consultant to receive payment for any work under the Additional Services Amount of this Agreement, said work must be authorized and performed under a PSA issued by the State specifically for the extra work. Should the Sponsor request that the Consultant perform additional services, the scope of work and method of payment will be negotiated. The basis of payment for additional work will be set up either as a Lump Sum or Cost Plus Fixed Fee.

G. PROJECT SCHEDULING

All negotiated agreements shall be accompanied by a critical path method schedule (CPM Schedule). The CPM Schedule will list the work tasks for the Agreement, their duration, negotiated milestones and their completion dates, including State/Local review periods. The format of this schedule shall be agreed on prior to signing the Agreement.

Along with the monthly progress report, the Consultant shall provide monthly CPM Schedule updates to the Agreement Administrator for approval. The CPM schedule shall show project percent completed on each task.

H. MONTHLY PROGRESS REPORT

The Consultant shall submit to the State a monthly progress report on Form ITD-771, as furnished by the State. When no work will be performed for a period of time, this requirement can be waived by written notice from the Agreement Administrator. However, at such time as work re-commences, the monthly progress reports shall resume.

The Consultant shall provide monthly progress schedule (CPM) updates to the Agreement Administrator.

The monthly progress report and schedule update will be submitted by the tenth of each month following the month being reported or as otherwise agreed to in the approved scope of work.

The Agreement Administrator will review the progress report and submit approved invoices for payment within two weeks of receiving the invoice, the associated monthly report and the schedule update.

Each progress report shall list invoices by PSA number and reference milestones.

I. PROGRESS AND FINAL PAYMENTS

1. Progress payments will be made once a month for services performed which qualify for payment under the terms and conditions of the Agreement. Such payment will be made based on invoices submitted by the Consultant in the format required by the State. The monthly invoice shall be submitted no later than the tenth of each month following the month being invoiced.

Lump Sum

Progress payments will be made based on a percentage of the work or milestones satisfactorily completed.

Cost Plus Fixed Fee

The Consultant shall submit a breakdown of costs by each item of work on the monthly invoice, and shall show the percent complete of each item of work, each milestone and percent complete of the entire Agreement. Progress payments will be made based on the invoice cost less the fixed fee for the work satisfactorily completed for each invoicing period. Said payment shall not exceed the percent complete of the entire Agreement. Upon satisfactory completion of each milestone, full payment for all approved work performed for that milestone will be made, including Fixed Fee.

Cost

The Consultant shall submit a breakdown of costs by each item of work on the monthly invoice, and shall show the percent complete of each item of work and percent complete of the entire Agreement. Progress payments will be made based on the invoiced cost for the work satisfactorily completed for each item of work. Said payment shall not exceed the percent complete of the entire Agreement.

Direct expenses will be reimbursed at actual cost, not to exceed the current approved rates as identified at [Consultant Services | Idaho Transportation Department](#).

For “Cost Plus Fixed Fee” and “Cost” agreements, invoices must include backup documentation to support expenditures as appropriate, and as requested by the Agreement Administrator. Such support may consist of copies of time sheets or cost accounting system print-out of employee time, and receipts for direct expenses.

2. The Sponsor will make full payment for the value of the services performed which qualify for payment. This full payment will apply until 95 percent of the work under each Project Agreement PSA or Supplemental Agreement has been completed. No further progress payments will be made until all work under the Agreement has been satisfactorily accomplished and accepted by the Sponsor. If at any time, the Sponsor determines that the work is not progressing in a satisfactory manner, further payments may be suspended or withheld for sums that are deemed appropriate for unsatisfactory services.
3. Final payment of all amounts retained shall be due 60 days after all work under the Agreement has been completed by the Consultant and accepted by the Sponsor. Such final payment will not be made until satisfactory evidence by affidavit is submitted to the State that all indebtedness incurred by the Consultant on this project has been fully satisfied.
4. Agreements which include an incentive/disincentive clause will normally have the clause applied only to the completion of the BID OPENING milestone. If the project is deemed by the Sponsor to be ready for advertisement, but advertisement is postponed at no fault of the Consultant, any incentive earned will be paid.
5. Payments to Subconsultants

The Consultant shall pay each subconsultant for satisfactory performance of its contract items no later than twenty (20) calendar days from receipt of each payment the Consultant receives from the State under this Agreement, in accordance with 49 CFR, Part 26. The Consultant shall return retainage payments to each subconsultant within twenty (20) calendar days after the subconsultant’s work is satisfactorily completed. The Consultant will verify that payment or retainage has been released to the subconsultant

or suppliers within the specified time for each partial payment or partial acceptance by the Department through entries in the Department's online diversity tracking system during the corresponding monthly audits.

Prompt payment will be monitored and enforced through the Consultant's reporting of monthly payments to its subconsultants and suppliers in the online diversity tracking system. Subconsultants, including lower tier subconsultants, suppliers, or both, will confirm the timeliness and the payment

amounts received utilizing the online diversity tracking system. Discrepancies will be investigated by the Contract Compliance Officer and the Contract Administrator. Payments to the subconsultants, including lower tier subconsultants, and including retainage release after the subconsultant or lower tier subconsultant's work has been accepted, will be reported monthly by the Consultant or the subconsultant.

The Consultant will ensure its subconsultants, including lower tier subconsultants, and suppliers meet these requirements.

J. MISCELLANEOUS PROVISIONS

1. COVENANT AGAINST CONTINGENT FEES

- a. The Consultant warrants that they have not:

Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person to solicit or secure this Agreement, other than a bona fide employee of the firm;

agreed, as an expressed or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out this Agreement, or;

paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee of the firm) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement.

- b. The Sponsor warrants that the above Consultant or its representative has not been required, directly or indirectly as an expressed or implied condition in connection with obtaining or carrying out this Agreement.

Employ or retain, or agree to employ or retain, any firm or person, or;
pay, or agree to pay to any firm, person or organization, any fee, contribution, donation or consideration of any kind.

2. PROHIBITION AGAINST HIRING PERSONNEL AND WORKING FOR CONTRACTOR

In compliance with the Code of Federal Regulations, (23 CFR, Section 1.33, Conflict of Interest), the Consultant agrees that no one in their employ will work on a part time basis under this Agreement while also in the full-time employ of any Federal Agency, the State, or the Sponsor, without the written consent of the public employer of such person. The Consultant agrees that no one in their employ under any circumstances shall perform any services for the contractor on the construction of this project.

3. CHANGES IN WORK

All changes in work shall conform to one or more of the following conditions and in no instance shall such change in work be undertaken without written order or written approval of the Sponsor.

- a. Increase in the work required by the Sponsor due to unforeseen circumstances.
- b. Revision in the work required by the Sponsor subsequent to acceptance of such work at the appropriate conference or after revision of such work as outlined at said conference.
- c. Items of work which are beyond the scope of intent of this Agreement and pre-approved by the Sponsor.
- d. Reduction in the work required by the Sponsor due to unforeseen circumstances.

An increase in compensation will be considered when Department Design Standards or expectations have changed from the time of negotiation.

Adjustment in compensation for either an increase or reduction in work shall be on a negotiated basis

arrived at by mutual agreement between the Sponsor and the Consultant. During such negotiations the Sponsor may examine the documented payrolls, transportation and subsistence costs paid employees actively engaged in the performance of a similar item or items of work on the project, and by estimated overhead and profit from such similar items or items of work.

Said mutual agreement for a negotiated increase or reduction in compensation shall be determined prior to commencement of operations for an increase in a specific item or items of work. In the case of Sponsor order for nonperformance, a reduction in the specific item or items of work will be made as soon as circumstances permit. In the event that a mutual agreement is not reached in negotiations for an increase in work, the Sponsor will use other methods to perform such item or items of work.

The mutually agreed amount shall be covered by a Supplemental Agreement and shall be added to or subtracted from the total amount of the original Agreement.

Adjustment of time to complete the work as may pertain to an increase or a reduction in the work shall be arrived at by mutual agreement of the Sponsor and the Consultant after study of the change in scope of the work.

4. DELAYS AND EXTENSIONS

Time adjustment may occur when the negotiated scope of work is increased or reduced through mutual agreement of the State and the Consultant.

Extensions of time may be granted for the following reasons:

- a) Delays in major portions of the work caused by excessive time used in processing of submittals, delays caused by the State, or other similar items which are beyond the control of the Consultant.
- b) Additional work ordered in writing by the Sponsor.
- c) Department Design Standards have changed or expectations have changed from the time of negotiation.

5. TERMINATION

The Sponsor may terminate or abandon this Agreement at any time, without further obligation, upon giving notice of termination as hereinafter provided, for any of the following reasons:

- a. Evidence that progress is being delayed consistently below the progress required in the current approved CPM Schedule.
- b. Continued submission of sub-standard work.
- c. Violation of any of the terms or conditions set forth in the Agreement, other than for the reasons set forth in a. and b. above.
- d. At the convenience of the Sponsor.

Prior to giving notice of termination for the reasons set forth in a through c above, the Sponsor shall notify the Consultant in writing of any deficiencies or default in performance of the terms of this Agreement, and Consultant shall have ten (10) days thereafter in which to correct or remedy such default or deficiency. Upon their failure to do so within said ten (10) days, or for the reasons set forth in c above, such notice of termination in writing shall be given by the Sponsor. Upon receipt of said notice the Consultant shall immediately discontinue all work and service unless directed otherwise, and shall transfer all documents pertaining to the work and services covered under this Agreement, to the Sponsor. Upon receipt by the Sponsor of said documents, payment shall be made to Consultant as provided herein for all acceptable work and services.

6. DISPUTES

Should any dispute arise as to performance or abnormal conditions affecting the work, such dispute shall

be referred to the Sponsor and the Director of the Idaho Transportation Department or his duly authorized representative(s) for determination.

Such determination shall be final and conclusive unless, within thirty (30) days of receipt of the decision Consultant files for mediation or arbitration. Consultant agrees that any mediation or arbitration hearing shall be conducted in Boise, Idaho. Consultant and Sponsor agree to be bound by the mediation agreement or the decision of the arbitration. Expenses incurred due to the mediation or arbitration will be shared equally by the Consultant and the Sponsor.

7. ACCEPTANCE OF WORK

- a. The Consultant represents that all work submitted shall be in accordance with generally accepted professional practices and shall meet tolerances of accuracy required by State practices and procedures.
- b. Acceptance of work will occur at phases appropriate to the terms of the Agreement and level of detail required by the State in its project development procedures.
- c. It is understood by the Consultant that the Sponsor is relying upon the professional expertise and ability of the Consultant in performance of the Agreement. Any examination of the Consultant's work product by the State/Sponsor will not be considered acceptance or approval of the work product which would relieve the Consultant for any liability or expense. Consultant is solely responsible for the propriety and integrity of its work product.

Acceptance or approval of any portion of Consultant's work product by the Sponsor for payment, partial or final, shall not constitute a waiver of any rights the Sponsor may have against the Consultant. If due to errors, omissions and negligent acts by the Consultant, or its Subconsultants, agents or employees, in its work product, the Consultant shall make corrections to its work product at no expense to the Sponsor. The Consultant shall respond to the Sponsor's notice of any error or omission within twenty-four hours of receipt, and give immediate attention to any corrections to minimize any delay to the construction contract. This may include, if directed by the Sponsor, visits to the site of the work.

If the Consultant discovers errors or omissions in its work product, it shall notify the State within seven days of discovery. Failure of the Consultant to notify the State shall be grounds for termination of the Agreement.

The Consultant's liability for damages incurred by the Sponsor due to negligent acts, errors or omissions by the Consultant in its work product shall be borne by the Consultant. Increased construction costs resulting from errors, omissions or negligence in Consultant's work product shall not be the Consultant's responsibility unless the additional construction costs were the result of gross negligence of the Consultant.

8. OWNERSHIP OF DOCUMENTS

All material acquired or produced by the Consultant in conjunction with the preparation of the plans, study, or report, shall become the property of, and be delivered to, the Sponsor without restrictions or limitations of their further use. Any use of these materials by the Sponsor for purposes other than intended under this agreement shall be at the risk of the Sponsor. The Consultant has the right to make and retain copies of all data and documents for project files. Documents provided to the State may be public records under the Public Records Act §§ 74-101 through 74-126 and Idaho Code §§ 9-338 *et seq.*, and thus subject to public disclosure unless excepted by the laws of the state of Idaho, otherwise ordered by the courts of the state of Idaho, and/or otherwise protected by relevant state and/or federal law.

9. AERIAL PHOTOGRAPHY

After aerial photography has been flown, processed and checked for coverage, the negatives shall be sent to the State at the address indicated on the Agreement for evaluation, labeling, and prints or diapositives as

needed by the District and the Consultant. The negatives shall become the property of the State. Along with the negatives, the Consultant shall also deliver the Report of Calibration for the aerial camera used for the aerial photography, the flight maps, and the flight log. Once complete, a copy of the mapping shall be placed on a CD-ROM and sent to the address specified in the Agreement.

10. CADD SPECIFICATIONS

Two copies of all drawings shall be furnished to the Department upon completion of the contract. One copy shall be a durable reproduction of the drawing stamped and signed by the Engineer. An electronic stamp is acceptable, provided it is registered and approved with the Board of Professional Engineers and Land Surveyors. Roadway plans shall be furnished on 11" x 17" sheets. Structures plans shall be furnished on 22" x 34" sheets. The other copy shall be an electronic drawing file in a MicroStation .DGN file format. Electronic files shall be delivered in one of the following:

- a. Placed within ITD's ProjectWise DataSource (See CADD Manual for proper locations for file storage)
- b. Standard CD/DVD-ROM Format

Files shall be developed with MicroStation software, SS4 Version 8.11X or higher; or converted to the MicroStation .DGN file format with all conversion errors corrected prior to delivery. If the consultant elects to convert files from other CADD software to the .DGN format, the consultant may be required at various times during the contract period to provide proof that all conversion errors can be corrected.

Refer to the CADD Manual for a complete set of CADD Standards. The manual is available at the following website: <http://apps.itd.idaho.gov/apps/manuals/manualsonline.html>.

11. GEOTECHNICAL AND MATERIALS WORK

If geotechnical and materials work is required under this Agreement, the Consultant must ensure that any Subconsultant performing geotechnical and materials work be involved in the final design review. This does not mean that the geotechnical and materials Subconsultant must attend the actual final design review meeting, but does mean that the Subconsultant, will at a minimum, participate in the final design plans and proposal review to assure that all geotechnical and materials recommendations/issues it raised concerning the project have been addressed, or notify the Consultant of any outstanding issues.

12. HIGHWAY CONSTRUCTION ESTIMATING PROGRAM

The Idaho Transportation Department has adopted the Trns.Port Estimator™ Highway Construction Cost Estimation software package as the standard for developing all highway construction cost estimates. Consultants who prepare PS&E (Plans, Specifications and Estimate) packages for submittal to ITD are required to use Estimator. Further information is available at the following Web Site: [Consultant Services | Idaho Transportation Department](#).

13. INDEMNITY

- a. Concerning claims of third parties, the Consultant shall indemnify, and hold harmless and defend the Sponsor from any and all damages of and against any and all suits, actions, claims or losses of every kind, nature and description, including costs, expenses and reasonable attorney fees that may be incurred by reason of any negligent act, error or omission of the Consultant in the prosecution of the work which is the subject of this Agreement.
- b. Concerning claims of the Sponsor, the Consultant shall assume the liability and responsibility for negligent acts, errors or omissions caused by the Consultant or a Subconsultant or their agents or employees to the design, preparation of plans and/or specifications, or other assignments completed under this Agreement, to the standards accepted at the time of the Final Design Review, other established review periods.

- c. Notwithstanding any other provision of this Agreement, the Consultant shall not be responsible for claims arising from the willful misconduct or negligent acts, errors, or omissions of the Sponsor for contamination of the project site which pre-exist the date of this Agreement or subsequent Task Authorizations. Pre-existing contamination shall include but not be limited to any contamination or the potential for contamination, or any risk to impairment of health related to the presence of hazardous materials or substances.

14. INSURANCE

The Consultant, certifying it is an independent contractor licensed in the State of Idaho, shall acquire and maintain commercial general liability insurance in the amount of \$1,000,000.00 per occurrence, professional liability insurance in the amount of \$1,000,000.00, and worker compensation insurance in accordance with Idaho Law.

The professional liability insurance coverage shall remain in force and effect for a minimum of one (1) year after acceptance of the construction project by the State (if applicable), otherwise for one (1) year after acceptance of the work by the State.

Regarding workers' compensation insurance, the Consultant must provide either a certificate of workers' compensation insurance issued by an insurance company licensed to write workers' compensation insurance in the State of Idaho as evidence that the Consultant has a current Idaho workers' compensation insurance policy in effect, or an extraterritorial certificate approved by the Idaho Industrial Commission from a state that has a current reciprocity agreement with the Idaho Industrial Commission.

The Consultant shall provide the State with certificates of insurance within ten (10) days of the Notice to Proceed.

15. ENDORSEMENT BY ENGINEER, ARCHITECT, LAND SURVEYOR, AND GEOLOGIST

Where applicable, the Professional Engineer, Architect, Land Surveyor, or Geologist in direct charge of the work or portion of work shall endorse the same. All plans, specifications, cost summaries, and reports shall be endorsed with the registration seal, signature, and date of the Idaho professional in direct charge of the work. In addition, the firm's legal name and address shall be clearly stamped or lettered on the tracing of each sheet of the plans. This endorsement certifies design responsibility in conformance with Idaho Code, ITD's Design Manual, and acceptance of responsibility for all necessary revisions and correction of any errors or omissions in the project plans, specifications and reports relative to the project at no additional cost to the State based on a reasonable understanding of the project at the time of negotiation.

16. LEGAL COMPLIANCE

The Consultant at all times shall, as a professional, observe and comply with all Federal, State and local laws, by-laws, safety laws, and any and all codes, ordinances and regulations affecting the work in any manner and in accordance with the general standard of care. The Consultant agrees that any recourse to legal action pursuant to this agreement shall be brought in the District Court of the State of Idaho, situated in Ada County, Idaho.

17. SUBLETTING

The services to be performed under this Agreement shall not be assigned, sublet, or transferred except by written consent of the Sponsor. Written consent to sublet, transfer or assign any portions of the work shall not be construed to relieve the Consultant of any responsibility for the fulfillment of this Agreement or any portion thereof.

18. PERMITS AND LICENSES

The Consultant shall procure all permits and licenses, pay all charges, fees, and taxes and give all notices necessary and incidental to the due and lawful prosecution of the work.

19. PATENTS AND COPYRIGHTS

The Consultant shall hold and save the Sponsor and its agents harmless from any and all claims for infringement by reason of the use of any patented design, device, material process, trademark, and copyright.

20. NONDISCRIMINATION ASSURANCES

1050.20 Appendix A:

During the performance of work covered by this Agreement, the Consultant for themselves, their assignees and successors in interest agree as follows:

1. **Compliance With Regulations.** The Consultant shall comply with all regulations of the United States Department of Transportation relative to Civil Rights, with specific reference to Title 49 CFR Part 21, Title VI of the Civil Rights Act of 1964 as amended, and Title 23 CFR Part 230 as stated in the ITD EEO Special Provisions and Title 49 CFR Part 26 as stated in the appropriate ITD DBE Special Provisions. [Office of Civil Rights | Idaho Transportation Department](#)
2. **Nondiscrimination.** The Consultant, with regard to the work performed by them during the term of this Agreement, shall not in any way discriminate against any employee or applicant for employment; subcontractor or solicitations for subcontract including procurement of materials and equipment; or any other individual or firm providing or proposing services based on race, color, sex, national origin, age, disability, limited English proficiency or economic status.
3. **Solicitations for Subcontracts, Including Procurement of Materials and Equipment.** In all solicitations, either by bidding or negotiation, made by the Consultant for work or services performed under subcontract, including procurement of materials and equipment, each potential subcontractor or supplier shall be made aware by the Consultant of the obligations of this Agreement and to the Civil Rights requirements based on race, color, sex, national origin, age, disability, limited English proficiency or economic status.
4. **Information and Reports.** The Consultant shall provide all information and reports required by regulations and/or directives and sources of information, and their facilities as may be determined by the State or the appropriate Federal Agency. The Consultant will be required to retain all records for a period of three (3) years after the final payment is made under the Agreement.
5. **Sanctions for Noncompliance.** In the event the Consultant or a Subconsultant is in noncompliance with the EEO Special Provisions, the State shall impose such sanctions as it or the appropriate Federal Agency may determine to be appropriate, including, but not limited to:
 - Withholding of payments to the Consultant until they have achieved compliance;
 - Suspension of the agreement, in whole or in part, until the Consultant or Subconsultant is found to be in compliance, with no progress payment being made during this time and no time extension made;
 - Cancellation, termination or suspension of the Agreement, in whole or in part;
 - Assess against the Consultant's final payment on this Agreement or any progress payments on current or future Idaho Federal-aid Projects an administrative remedy by reducing the final payment or future progress payments in an amount equal to 10% of this agreement or \$7,700, whichever is less.
6. **Incorporation of Provisions.** The Consultant will include the provisions of paragraphs 1 through 5 above in every subcontract of \$10,000 or more, to include procurement of materials

and leases of equipment unless exempt by the Acts, the Regulations, and directives pursuant thereto. The Consultant will take such action with respect to any subcontract or procurement as the State or the appropriate Federal Agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the State to enter into any litigation to protect the interest of the State. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

1050.20 Appendix E

During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with all non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

21. INSPECTION OF COST RECORDS

The Consultant shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the project. They shall make such data available for inspection, and audit, by duly authorized personnel, at reasonable times during the life of this Agreement, and for a period of three (3) years subsequent to date of final payment under this Agreement, unless an audit has been announced or is underway; in that instance, records must be maintained until the audit is completed and any findings have been resolved. Failure to provide access to records may affect payment and may constitute a breach of contract.

22. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

By signing this document the Consultant certifies to the best of his knowledge and belief that except as noted on an attached Exception, the company or its subcontractors, material suppliers, vendors or other lower tier participants on this project:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
- b. have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records making false statements, or receiving stolen property;
- c. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- d. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

NOTE: Exceptions will not necessarily result in denial of award, but will be considered in determining Consultant responsibility. For any exception noted, indicate to whom it applies, initiating agency and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

23. CERTIFICATION CONCERNING LOBBYING ACTIVITIES

By signing this document, the Consultant certifies to the best of their knowledge and belief that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in

accordance with its instructions.

The Consultant also agrees that he or she shall require that the language of this certification shall be included in all lower tier subcontracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly.

24. EMPLOYEE ELIGIBILITY

The Consultant warrants and takes the steps to verify that it does not knowingly hire or engage persons not authorized to work in the United States; and that any misrepresentation in this regard or any employment of person not authorized to work in the United States constitutes a material breach and shall be cause for the imposition of monetary penalties up to five percent (5%) of the contract price, per violation, and/or termination of its contract.

J-U-B ENGINEERS, Inc.

Project Scope

PROJECT NAME: 24687 N Boyer Ave SW; E Mtn View to Juniper

CLIENT: City of Sandpoint

PART 1 - PROJECT UNDERSTANDING

J-U-B's understanding of this project's history and CLIENT's general intent and scope of the project are described as follows:

The City of Sandpoint (City) has received federal aid, through the Transportation Alternatives Program (TAP), to complete this project, which includes infilling approximately 1,225 linear feet of shared used pathway and sidewalk on N Boyer Ave from E Mountain View Drive to Alexander Way. Seven (7) ADA ramps will be implemented with the project, two (2) at Mountain View Drive, four (4) at Juniper Drive, and one (1) at Plaza Lane. ADA improvements will also include two (2) Rectangular Rapid Flashing Beacon (RRFB) signs at Mountain View Drive for pedestrians wishing to cross Boyer Ave. J-U-B will provide topographic and boundary survey, utility coordination, pathway and stormwater design, environmental services, and traffic design. This scope includes Preliminary Design, Final Design, PS&E, and bidding assistance, with PS&E anticipated by June 2027 for bidding in late summer/fall of 2027.

PART 2 - SCOPE OF SERVICES BY J-U-B

J-U-B's Services under this Agreement are limited to the following tasks. Any other items necessary to plan and implement the project, including but not limited to those specifically listed in PART 3, are the responsibility of CLIENT.

A. Task 001: Project Management

1. For this task J-U-B will:
 - a. Set up project into J-U-B's financial and record keeping systems for document retention and project controls.
 - b. Conduct project planning and risk assessment.
 - c. Coordinate quality assurance / quality control (QA/QC) processes.
 - d. Communicate and coordinate J-U-B team activities with one kickoff meeting and 9 monthly internal progress meetings that are ½ hour in duration.
 - e. Regularly monitor project status, budget and schedule.
 - f. Attend 9 monthly client meetings to report project status; meetings will be ½ hour in duration.
 - g. During periods of project activity, provide a regular monthly report to CLIENT on project status, budget and schedule.
 - h. Provide a monthly invoice including budget status, using ITD-0771 form.
 - i. Provide ongoing document handling and filing.
 - j. Closeout project.
 - k. Assumptions:
 - i. Total project duration is anticipated to be 11 months following NTP. Project management activities beyond this timeframe may require a supplemental agreement.
 - ii. The project design will be developed in AutoCAD Civil 3D, using ITD bid items and specifications.
 - iii. Geotechnical services are not included in the scope of work.
 - iv. City standard sidewalk section will be used and the ISPWC standard asphalt pathway section will be used.
 - v. The City will lead all public outreach efforts and J-U-B will support as discussed below.

B. Task 002: Topographic Survey and Boundary**1. For this task J-U-B will:**

- a. Prepare up to 16 right-of-entry notifications to adjoining property owners prior to performing field activities.
- b. Establish intervisible project control surrounding the site to be used during the construction phase of the project. The horizontal datum of the control will be State Plane Coordinates (Idaho West Zone), projected to ground values at a point central to the project, and NAVD 88 Vertical Datum.
- c. Perform records research necessary to retrace the existing rights-of-way within the project limits, including Geodetic Reference Monuments, Corner Perpetuation and Filing (CP&F) records, Records of Survey, subdivision plats, historical road records, right-of-way records, and other available survey records as appropriate.
- d. Recover and field-tie existing survey monumentation pertinent to the project. Analyze the survey records relative to recovered monumentation and calculate the existing rights-of-way along N. Boyer Avenue, E. Mountain View Drive, Plaza Lane, Alexander Way, Juniper Drive, and Aspen Way for design purposes.
- e. Utility plans, as-built records, utility maps, and other information provided by utility owners and/or the City will be reviewed and incorporated into the survey mapping where appropriate. Utility locations will be depicted based on available records, utility locate services, and field observations.
- f. Topographic survey will include:
 - i. Extend from the centerline of N. Boyer Avenue to the easterly right-of-way line between E. Mountain View Drive and Alexander Way, as shown on Exhibit 2.
 - ii. Additional topographic survey will be completed at the ADA ramp improvement locations, including the northeast, northwest, and southeast corners of the Boyer Avenue/Mountain View Drive intersection, the Juniper Drive and Aspen Way intersection, and Plaza Lane. Survey limits at each ADA ramp location will extend beyond the proposed improvements as necessary to provide adequate design tie-in information.
 - iii. Survey mapping will include pavement edges, curb and gutter, sidewalks, pathways, pedestrian ramps, roadway striping, approaches, visible utility appurtenances, utility locates provided through Dig Line services, drainage features, signs, fences, trees, vegetation, and sufficient ground elevations to support pathway, ADA, drainage, and traffic design.
- g. Prepare a topographic base map, digital terrain model (DTM), topographic survey and control sheets for design purposes. Contours will be shown at 1-foot intervals.
- h. Conduct (1) field review with the Engineer, prior to beginning survey, to become familiar with the general conditions of the site and needed information.
- i. Conduct (1) field check of the draft survey base map to check existing conditions are accurate.
- j. Collect supplemental data identified during the field check.
- k. Assumptions:
 - i. The City has obtained, any right-of-way necessary for construction. Right-of-way acquisition services are not included in this scope.
 - ii. The City will provide any available right-of-way, easement, or survey documentation, if applicable.
 - iii. Replacement of monuments disturbed during construction and preparation and filing of any required Record of Survey will be completed under a separate construction-phase agreement.
- l. Deliverables:
 - i. A signed and sealed hard copy of the topographic survey and control sheets, along with the digital files in PDF and DWG formats for use in design.

C. Task 003: Environmental

J-U-B will provide environmental services for the project as outlined below. With federal funding in the project, the environmental process will need to follow the National Environmental Policy Act (NEPA). The team assumes the project qualifies for a Categorical Exclusion (CatEx). If studies find that the project is more complex and requires a higher-level environmental document, that work will be completed under a supplemental agreement. For this task J-U-B will:

1. Administer and manage the environmental efforts.
 - a. Assumptions:
 - i. J-U-B environmental leads will attend the internal virtual kickoff meeting (1 hour duration)
 - ii. J-U-B environmental leads will attend 2 monthly project team meetings (30-minute duration)
 - iii. J-U-B environmental leads will attend 2 milestone meetings with LHTAC and City of Sandpoint (1 hour duration)
 - iv. There will be 10 months of active environmental coordination.
2. Prepare a draft and final CatEx/ITD 654 form which includes the following:
 - a. State and local map and project vicinity sketch
 - b. Purpose and need, with project description and limits.
 - c. Project area photos
 - d. Environmental mitigation summary
 - e. Summary of public outreach efforts
 - f. Correspondence and support documentation
 - g. Technical Reports
 - h. Section 4(f) de minimis findings
 - i. Aquatic resources delineation and survey
 - j. Threatened and endangered species assessment and documentation
 - k. Air quality summary
 - l. Visual resources summary
 - m. Hazardous materials assessment and documentation
 - n. Hydrology evaluation
 - o. Socioeconomics summary
 - p. Land use, access, and traffic safety summary
 - q. 6(f) lands determination summary
 - r. FAA Airspace intrusion summary
 - s. Assumptions:
 - i. A desktop survey will be sufficient for the ARDR, or the engineer will perform a site visit if warranted.
 - ii. A noise analysis will not be required for the project.
 - iii. Draft and final De Minimis impact findings will be electronic.
 - iv. Based on the National Wetlands Inventory, no potential wetlands appear to be within the project limits. However, if a desktop survey reveals the need for an in-field aquatic resources survey and delineation, it will be completed during growing season (Approximately May – September). The need for an in-field survey and delineation would require a supplemental task.
 - v. A joint Nationwide Permit is not anticipated for this project and is not included in this scope of work.
 - vi. An air quality analysis is not warranted, and the project will be exempt.
 - vii. A visual resources analysis is not warranted, and the project will be exempt.
 - viii. If an Initial Site Assessment (ISA Phase 1) for hazardous Materials is necessary, this will require a supplemental.
 - ix. This project is anticipated to have no effect for listed species and no ESA Section 7 consultation with the USFWS or NMFS will be required.
 - x. This task includes internal QA/QC time.
 - xi. The draft and final forms will be electronic.

3. Deliverables:
 - i. Draft 654 Form
 - ii. Final 654 Form
4. Complete Cultural Resources Survey and Reports
 - a. Prepare draft and final Archaeological and Historic Survey Reports (AHSR) which includes the following:
 - i. Background research using the Idaho Cultural Resources Information System (ICRIS) and potentially also the Idaho State Historic Preservation Office (SHPO), Idaho Historical Society Archives, National Register of Historic Places (NRHP), Bureau of Land Management (BLM) General Land Office records, and/or the Bonner County Assessor's website.
 - ii. Architectural History survey of built environment resources within the designated Area of Potential Effects (APE)
 - iii. Draft report development and submittal
 - iv. Final report development and submittal
 - b. Assumptions:
 - i. There are at least 2 properties within the APE and historic date range, with the possibility of an additional 4.
 - ii. LHTAC will prepare and submit the 1500 form for Environmental field work.
 - iii. J-U-B will contact ITD Headquarters (HQ) cultural resources staff to discuss the applicable field techniques with the State Highway Archaeologist and/or Architectural Historian to determine the appropriate methodology.
 - iv. The survey will follow all ITD, LHTAC, and SHPO guidelines and standards.
 - v. The City of Sandpoint will provide private property owner information to J-U-B, which will make a reasonable effort to contact property owners in advance of fieldwork.
 - vi. According to the ICRIS database, there are no previously recorded built environment resources within or adjacent to the project limits.
 - vii. J-U-B will upload recorded and updated resource information to ICRIS. Potential field forms will also be completed for each STP to record the location, dimensions, total depth, soil stratigraphy, and any cultural resources encountered.
 - viii. During the fieldwork, buildings cannot be snow-covered.
 - ix. No Section 4(f) evaluations will be required. If one is needed, the work will be completed under a supplemental agreement.
 - x. If any new archaeological sites or built environment resources are encountered, recording and documentation will be covered under a supplemental.
 - xi. J-U-B will submit the draft report to ITD HQ and LHTAC for review.
 - xii. Following ITD HQ's and LTHAC's reviews, the revised report will be submitted to SHPO by the lead agency via ICRIS for review and concurrence.
 - xiii. ITD HQ, LHTAC, and Idaho SHPO each have up to 30 days to complete their reviews.
 - xiv. Should any agency staff require report edits or revisions of the project area, the 30-day review cycle will be reset in ICRIS, starting when the revised report is resubmitted.
 - c. Deliverables:
 - i. ICRIS Database updates
 - ii. Draft AHSR
 - iii. Final AHSR

D. Task 004: Utility Coordination

1. For this task, J-U-B will:
 - a. Develop and maintain a utility contact matrix in Excel, which will be used to track correspondence between each utility company and J-U-B.
 - b. Develop and send initial contact letters via email.
 - c. Hold up to 3 (1/2 hour) utility coordination meetings via Teams.

- d. Reconcile utility linework on the survey base map and send utility companies maps for review.
- e. Coordinate obtaining up to 3 utility hearing waivers for each utility within the project limits
- f. Draft Board Order letter identifying needed relocations if necessary.
- g. Assumptions:
 - i. It is assumed that there are 3 utility companies to coordinate with in the project limits.
 - ii. The sidewalk and pathway design will be adjusted as much as allowable to avoid the relocation of utility poles. If major relocations are required, J-U-B will assess schedule implications and supplemental tasks may be warranted.
- h. Deliverables:
 - i. Utility coordination matrix
 - ii. Up to 3 Board Order letters

E. Task 005: Public Engagement

A Public Hearing is anticipated to be waived since there is no right-of-way acquisition required, there is no substantial change to the layout of function of the roadway, there is no anticipated public controversy, and no anticipated significant social, economic, and/or environmental effects. It is assumed that project information will be presented at a regularly scheduled City Council meeting by City staff.

1. For this task, J-U-B will:

- a. Support the City in public engagement efforts.
- b. Develop one overall project exhibit for the City to use in the presentation to City Council.
- c. Coordinate with the City on presentation material and information.
- d. Help the City respond to public questions, comments, and concerns following the presentation.
- e. Attend one City Council Meeting.
- f. Assumptions:
 - i. The City will generate any needed newspaper press releases or project update content.
 - ii. The City will generate any needed presentation slides for the City Council meeting.
 - iii. Newspaper press releases will be published and paid for directly by Sandpoint.
 - iv. The project presentation/update will be delivered at a regularly scheduled Council meeting.
 - v. The Project Manager will attend the City Council meeting in a support role.
- g. Deliverables:
 - i. One overall project exhibit

F. Task 006: Preliminary Design (90%)

The purpose of this task is to develop a complete preliminary (90%) design, compile it into a package for review, and hold a formal preliminary design review meeting. This task is in parallel with the development of an Environmental Document/ CatEx and provides data to help the Environmental Document progress. Final approval/completion for this task will be the issuance of Design Approval by LHTAC (Design Approval also requires an approved Environmental Document). The project will be designed according to the ITD design manual, Americans with Disabilities Act (ADA), and City of Sandpoint Standards.

1. For this task J-U-B will:

- a. Prepare for and host a design kickoff meeting with the City and LHTAC to review and finalize the design standards and criteria.
- b. Model and design the sidewalk/pathways and ped-ramps to 90%.
- c. Provide stormwater calculations for added impervious areas and perform high level analysis.
- d. Prepare the 90% design package which will include an Engineer's Opinion of Probable Costs and the following plan sheets.

- i. Title Sheet
- ii. Topographic and Control Sheets (4 at 1"=40')
- iii. Typical Sections (1)
- iv. Removal Plan Sheets (7 at 1"=20')
- v. Plan and Profile Sheets (7 at 1"=20')
- vi. Detailed Ramp and Approach Grading Sheets (6)
- vii. RRFB Detail Sheets (2)
- viii. Traffic Control Plans (2 at 1"=40')
- e. This task includes internal QA/QC of the Preliminary Design deliverables.
- f. Assemble and submit the Preliminary Design package.
- g. Plan, coordinate, and attend a Preliminary Design review meeting with LHTAC and the City.
- h. Assumptions:
 - i. The sidewalk and pathway design will be adjusted as much as allowable to avoid the relocation of utility poles.
 - ii. J-U-B will procure unit costs by bid abstract analysis.
 - iii. J-U-B will setup a Bluebeam session for review of the design deliverables. J-U-B will receive and address comments via Bluebeam.
 - iv. A 2-hour Preliminary Design review meeting will be held at Sandpoint City Hall (with virtual attendance optional)
 - (a) Attendees for J-U-B will include the PM and PE
 - v. Changes to the design resulting from the preliminary review will be made during Final Design.
 - vi. Design for relocation or modification to utilities such as City water and sewer is not included in this scope of work.
 - vii. Overall design will consider grading for drainage and stormwater improvements if needed.
 - viii. No Separate Pavement Marking sheets will be included, signing and striping will be shown on the plan sheets.
- i. Deliverables:
 - i. Preliminary Design Plans
 - ii. Preliminary Opinion of Probable Cost
 - iii. Bluebeam comment resolution form
 - iv. QC Documentation
 - v. Preliminary Design checklist

G. Task 007: Final Design (100%)

The purpose of this task is to develop a complete Final Design package for bidding and construction.

1. For this task J-U-B will:

- a. Develop a final model of the sidewalk/pathways and ped-ramps.
- b. Prepare the 100% design package which will include an Engineer's Opinion of Probable Costs, Specifications, and the following plan sheets:
 - i. Title Sheet
 - ii. Topographic and Control Sheets (4 at 1"=40')
 - iii. Typical Sections (1)
 - iv. Removal Plan Sheets (7 at 1"=20')
 - v. Plan and Profile Sheets (7 at 1"=20')
 - vi. Detailed Ramp and Approach Grading Sheets (6)
 - vii. RRFB Detail Sheets (1)
 - viii. Traffic Control Plans (2 at 1"=40')
- c. Prepare a draft working day estimate and construction schedule.
- d. This task includes internal QA/QC of the Final Design deliverables.

- e. Assemble and submit the Final Design package.
- f. Prepare the RE package for LHTAC review and approval.
- g. Prepare the draft Minimum Testing Requirements (MTRs) for LHTAC's use during construction.
- h. Assumptions:
 - i. J-U-B will setup a Bluebeam session for review of the design deliverables. This final review will be to ensure comments from Preliminary Design were addressed.
 - ii. No formal review meeting will be held at this stage in design.
 - iii. Minor "clean-up" comments resulting from the final review will be incorporated into the construction ready plans, specifications, and estimate.
 - iv. No separate drainage sheets will be developed. Drainage items will be shown on the sidewalk plan sheets.
 - v. An estimated 25 items are anticipated for the MTRs.
- i. Deliverables:
 - i. Final Design Plans
 - ii. Final Opinion of Probable Cost
 - iii. Draft Special Provisions
 - iv. Draft MTRs
 - v. Working day estimate
 - vi. Bluebeam comment resolution form
 - vii. QC documentation
 - viii. Final Design Checklist

H. Task 008: Bid Support

1. For this task, J-U-B will:
 - a. Assist with review of the bid advertisement for City to publish.
 - b. It is assumed that the City will pursue competitive bidding without pre-qualifying bidders. If pre-qualification of bidders is deemed necessary by the City, the pre-qualification effort shall be lead by the City.
 - c. Assist the City with answering questions from bidders during the bidding period.
 - d. Assist the City with preparation of addenda as necessary to clarify or amend provisions in the Bidding Documents.
 - e. Attend a virtual pre-bid conference and post meeting project site visit.
 - f. Assist the City with answering questions arising from the pre-bid conference.
 - g. Assist the City with reviewing the bids received for general conformance with the bid requirements.
 - a. Assumptions:
 - i. The City will maintain a bidder's list throughout the bidding period.
 - ii. The City will prepare and distribute electronic Bidding Documents to potential bidders through their preferred bidding site.
 - iii. The City will email potential bidders to notify them of the project advertisement.
 - iv. The City will receive and answer questions from bidders arising during the bidding period.
 - v. The City will prepare and issue addenda as necessary to clarify or amend provisions in the Bidding Documents.
 - vi. The City with organize and lead a virtual pre-bid conference. An option on-site visit will follow the virtual meeting. Questions arising from the pre-bid conference will be addressed through an addendum as necessary.
 - vii. In the event all bids are rejected and the City decides to rebid the project in whole or in part, the work associated with redesigning, repacking, and / or rebidding shall be considered an Additional Service.
 - viii. The City will prepare the bid abstract and award documents to be used in making a formal award to the successful bidder.
 - ix. Only the PM will attend the on-site project visit following the pre-bid meeting.

J-U-B FEE SUMMARY**KN 24687 N Boyer Ave SW, E Mnt View to Juniper
City of Sandpoint**

Date of Print - August 18, 2026

Status: Final

A. SUMMARY ESTIMATED COSTS

		Labor-Hours		Hourly Rate		Raw Labor Cost
1	Project Manager	81	@	\$75.33	= \$	6,101.73
2	Project Engineer	202	@	\$60.92	= \$	12,305.84
3	Quality Control	6	@	\$85.93	= \$	515.58
4	Utilities Lead	35	@	\$43.42	= \$	1,519.70
5	CAD Drafter	235	@	\$42.67	= \$	10,027.45
6	PLS	24	@	\$67.92	= \$	1,630.08
7	Survey Technician	62	@	\$41.69	= \$	2,585.03
8	2- Person Survey Crew	48	@	\$39.61	= \$	1,901.28
9	Environmental Specialist	43	@	\$58.80	= \$	2,528.40
10	Environmental Specialist - Archeological	51	@	\$66.96	= \$	3,414.96
11	Environmental Specialist - Cultural	59	@	\$53.56	= \$	3,160.04
12	Accounting	8	@	\$37.66	= \$	301.28
		TOTAL RAW LABOR COST			=	\$45,991.37
		854				

B. PAYROLL, FRINGE BENEFIT COSTS & OVERHEAD

Total Raw Labor Cost		Approved Overhead Rate	
\$45,991.37	X	187.27%	= \$86,128.03

C. NET PROFIT

Total Raw Labor & Overhead		NET PROFIT	
\$132,119.40	X	11.0%	= \$14,533.13

D. FCCM

Total Raw Labor Cost		Approved FCCM Rate	
\$45,991.37	X	1.49%	\$685.27

TOTAL LABOR \$147,337.81**E. REIMBURSABLE EXPENSES**

		Estimated
See Expenses Summary		\$ 2,642.18
Expenses Total		\$ 2,642.18

CONTRACT TOTAL = \$149,979.98

LABOR HOUR ESTIMATE

KN 24687 N Boyer Ave SW, E Mnt View to Juniper
City of Sandpoint

Date of Print - August 18, 2026
Status: Final

Status: Final			J-U-B Engineers, Inc.											
TASK	SUBTASK	JUB Hours	Project Manager	Project Engineer	Quality Control	Utilities Lead	CAD Drafter	PLS	Survey Technician	2- Person Survey Crew	Environmental Specialist	Environmental Specialist - Archeological	Environmental Specialist - Cultural	Accounting
1.0 Project Management														
	1.1 Project Setup and Planning	3	1											2
	1.2 Project Internal Kickoff Meeting	10	4	1			1	1			1	1	1	
	1.3 Monthly Project Team (Client) Meetings	14	9	5										
	1.4 Monthly Internal Design Team Meetings	17	5	5		1	5	1						
	1.5 Administration of Team	8	8											
	1.6 Project CPD Schedule	5	5											
	1.7 Monthly Progress Report (0771 form) and Invoice	10	5											5
	1.8 Project Closeout	2	1											1
2.0 Topographic Survey and Boundary														
	2.1 Right-of-Entry Notifications	11	1					2	8					
	2.2 Establish Project Control	10						2	2	6				
	2.3 Records Research for Existing right-of-way	12						2	10					
	2.4 Field tie existing survey monumentation	7						1		6				
	2.5 Utility Records and Digline	2							2					
	2.6 Topographic Survey	35						3		32				
	2.7 Prepare Basemap and digital terrain model	28						4	24					
	2.8 Topo and Control Sheets	22						6	16					
	2.9 Field Review with Engineer and Supplemental Info	10		4				2		4				
3.0 Environmental														
	3.1 Environmental Administration	6									2	2	2	
	3.2 Draft CatEx Form	31	1								30			
	3.3 Final CatEx Form	11	1								10			
	3.4 Background Research for Cultural Surveys	24										8	16	
	3.5 Cultural Field Work	41	1									20	20	
	3.6 Draft AHSR	25	1									12	12	
	3.7 Final AHSR	17	1									8	8	
4.0 Utility Coordination														
	4.1 Develop and Maintain Utility Contact Matrix	6				6								
	4.2 Initial Contact Letters	5	1			4								
	4.3 Utility Coordination Meetings and ongoing communication	8	2			6								
	4.4 Reconcile Utility Linework and create Basemap	11	1			10								
	4.5 Utility Hearing Waivers	4	1			3								
	4.6 Utility Relocation Letters	4	1			3								
5.0 Public Engagement														
	5.1 Develop Project Exhibit for Presentation	6	1	5										
	5.2 Coordination with City on Presentation Material	3	1	2										
	5.3 Assist the City with Questions from the Public	4	1	3										
	5.6 Attend City Council Presentation	2	2											

LABOR HOUR ESTIMATE

KN 24687 N Boyer Ave SW, E Mnt View to Juniper
City of Sandpoint

Date of Print - August 18, 2026
Status: Final

Status: Final			J-U-B Engineers, Inc.												
TASK	SUBTASK	JUB Hours	Project Manager	Project Engineer	Quality Control	Utilities Lead	CAD Drafter	PLS	Survey Technician	2- Person Survey Crew	Environmental Specialist	Environmental Specialist - Archeological	Environmental Specialist - Cultural	Accounting	
6.0 Preliminary Design (90%)															
	6.1 Kickoff Meeting with LHTAC and City	3	2	1											
	6.2 Preliminary Model	60		50			10								
	6.3 Preliminary Plans														
	Title Sheet (1)	4		1			3								
	Typical Sections (1)	12		4			8								
	Removal Plan Sheet (7)	55		15			40								
	Plan and Profile Sheets (7)	72		15		2	55								
	Detailed Ramp and Approach Grading Sheets (6)	60		10			50								
	RRFB Details (2)	12		4			8								
	Traffic Control Plans (3)	19		4			15								
	6.4 Preliminary Engineer's Estimate	7	1	6											
	6.5 Internal QA/QC	6	2		4										
	6.6 Assemble and Submit Preliminary Design Package	5	1	2			2								
	6.7 Preliminary Design Review Meeting	5	3	2											
7.0 Final Design (100%)															
	7.1 Finalize Model	20		15			5								
	7.2 Final Plans														
	Title Sheet (1)	1					1								
	Typical Sections (1)	2					2								
	Removal Plan Sheet (7)	10		2			8								
	Plan and Profile Sheets (7)	10		2			8								
	Detailed Ramp and Approach Grading Sheets (6)	10		5			5								
	RRFB Details (2)	4		1			3								
	Traffic Control Plans (3)	7		1			6								
	7.3 Draft Working Day Estimate	7	1	6											
	7.4 Final Engineer's Estimate	6	1	5											
	7.5 Draft Special Provisions	7	1	6											
	7.6 Internal QA/QC	3	1		2										
	7.7 Assemble and Submit Final Design Package	3	1	2											
	7.8 Resident Engineer Package	6		6											
	7.9 Draft Minimum Testing Requirements	10	10												
8.0 Bid Support															
	8.1 Assist City with Review of Bid Advertisement and Materials	1		1											
	8.2 Answer questions during bidding	2		2											
	8.3 Prepare Addenda	6		6											
	8.4 Pre-Bid Meeting and Site Visit	3	2	1											
	8.5 Answer questions from pre-bid	1		1											
	8.6 Review received bids	1		1											
Total			854	81	202	6	35	235	24	62	48	43	51	59	8

J-U-B ENGINEERS, Inc.				
Item	Unit	Quantity	Unit Cost	Estimated Expense
Lodging*	EA	3	\$ 110.00	\$ 330.00
Per Diem Full Day*	EA	1	\$ 68.00	\$ 68.00
Per Diem Half Day*	EA	4	\$ 51.00	\$ 204.00
Air Travel				\$ 1,061.00
Airport Parking				\$ 126.00
Mileage	Mile	435	\$ 0.725	\$ 315.38
GPS	HR	10	\$ 53.78	\$ 537.80
Estimated Lodging Expense				\$ 330.00
Estimated ME&I Expense				\$ 272.00
J-U-B ENGINEERS Estimated Total Expenses				\$ 2,642.18

* Check the latest Federal Per Diem rates for the project area and update as appropriate.

Round Trip from SIA		162
Cultural Field Work	1	162
Round Trips from CDA office		91
Site Review	1	91
Public Meeting		0
Survey	2	182
Council Meeting		0
Pre-Bid Meeting		0
Total		435

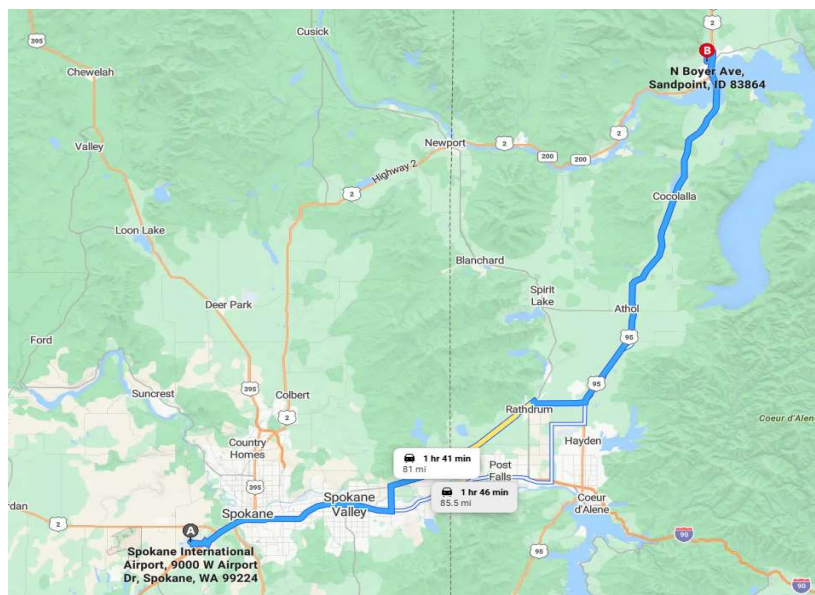
Travel Assumptions	
Project Task	Mileage
002 f. Topographic Survey (travel to site and back)	91
002 i. Field check by engineer (travel to site and back)	91
002 j. Supplemental Topographic Survey (travel to site and back)	91
003 4. Cultural and Historical Resources Field Work (travel to site and back to SIA)	162
Total	435

Per Diem Days and Lodging/Travel Assumptions					
Project Task	First/Last Day	Full Day	Lodging	Flight	Airport Parking
003 4. Cultural Survey (person traveling from Dallas)	2	1	2	\$554	\$96
003 4. Cultural Survey (person traveling from Boise)	2		1	\$507	\$30

From CDA office



From SIA



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Terminal Benefits

- Convenient parking directly next to all five DFW terminals
- Closest to gate
- Parking guidance system in garages A, D and E
- Contactless payment options (no cash payment accepted)
- Prebooked Parking Available (*Not Valid for DFW Airport Valet)
- ADA spaces available on Levels 1 and 3 for direct terminal access
- For more ADA parking information, please visit the [Accessibility](#) page

Why Prebook Parking

- Save up to 50% off when you prebook
- Promotional offers that provide deeper discounts
- Take advantage of the convenience of booking in advance

Daily Rates

Time	Daily Rate
0 - 8 mins	\$9.00
8 - 30 mins	\$2.00
30 mins - 2 hrs	\$3.00
2 - 4 hrs	\$10.00
4 - 6 hrs	\$12.00
6 - 24 hrs	\$32.00

Roundtrip Flight: DFW - GEG

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Top departing flights

Ranked based on price and convenience ⓘ Prices include required taxes + fees for 1 adult. Optional charges and [bag fees](#) may apply. [Passenger assistance](#) info. [Sorted by top flights](#) ↕

	6:20 AM – 11:03 AM Alaska - Operated by SkyWest Airlines as Alaska ...	6 hr 43 min DFW-GEG	1 stop 1 hr 12 min SEA	275 kg CO2e -6% emissions ⓘ	1 bag 0 checked \$554 round trip
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Roundtrip Flight: BOI-GEG

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Top departing flights

Ranked based on price and convenience ⓘ Prices include required taxes + fees for 1 adult. Optional charges and [bag fees](#) may apply. [Passenger assistance](#) info. [Sorted by top flights](#) ↕

	7:30 AM – 7:43 AM Alaska - Operated by SkyWest Airlines as Alaska ...	1 hr 13 min BOI-GEG	Nonstop	83 kg CO2e Avg emissions ⓘ	1 bag 0 checked \$507 round trip
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PARKING RATES

- ECONOMY LOT**
\$10.00/day | \$2.00/hour
- LONG-TERM SURFACE**
\$17.00/day | \$2.00/hour
- LONG-TERM EAST GARAGE**
\$20.00/day | \$2.00/hour
- LONG-TERM MAIN GARAGE**
\$23.00/day | \$2.00/hour
- SHORT-TERM**
\$30.00/day | \$2.00/hour

J-U-B LABOR CATEGORIES

KN 24687 N Boyer Ave SW, E Mnt View to Juniper

City of Sandpoint

Date of Print - August 24, 2026

Status: Final

		Project Manager		Project Engineer		Quality Control		Utilities Lead		CAD Drafter		PLS		Survey Technician		2- Person Survey Crew		Environmental Specialist		Environmental Specialist - Archaeological		Environmental Specialist - Cultural		Accounting	
Employee Name	Certified Wage Rate	% of Category Time	Adjusted Wage	% of Category Time	Adjusted Wage	% of Category Time	Adjusted Wage	% of Category Time	Adjusted Wage	% of Category Time	Adjusted Wage	% of Category Time	Adjusted Wage	% of Category Time	Adjusted Wage	% of Category Time	Adjusted Wage	% of Category Time	Adjusted Wage	% of Category Time	Adjusted Wage	% of Category Time	Adjusted Wage	% of Category Time	Adjusted Wage
Karie Gullickson	\$75.33	100%	\$75.33		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Brian Klatt	\$60.92		\$0.00	100%	\$60.92		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Kevin P Smith	\$85.93		\$0.00		\$0.00	100%	\$85.93		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Shawna Conery	\$43.42		\$0.00		\$0.00		\$0.00	100%	\$43.42		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Brannen Reasor	\$42.67		\$0.00		\$0.00		\$0.00		\$0.00	100.00%	\$42.67		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Jeremy Russell	\$82.37		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	50%	\$41.19		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Jesse Studebaker	\$53.47		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	50%	\$26.74		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Kaci Medlock	\$28.08		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	40%	\$11.23		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
David Grebe	\$50.77		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	60%	\$30.46		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Shawn Buck	\$39.22		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	50%	\$19.61		\$0.00		\$0.00		\$0.00		\$0.00
Zach Magee	\$40.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	50%	\$20.00		\$0.00		\$0.00		\$0.00		\$0.00
Tyler Schade	\$58.80		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	100%	\$58.80		\$0.00		\$0.00		\$0.00
Jamie Vandagriff	\$66.96		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	100%	\$66.96		\$0.00		\$0.00
Emily Perkins	\$53.56		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	100%	\$53.56		\$0.00
Kimberly Utecht	\$37.66		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	100%	\$37.66
			\$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		\$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		\$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		\$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		\$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		\$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
Average Hourly Rate		100%	\$75.33	100%	\$60.92	100%	\$85.93	100%	\$43.42	100%	\$42.67	100%	\$67.92	100%	\$41.69	100%	\$39.61	100%	\$58.80	100%	\$66.96	100%	\$53.56	100%	\$37.66

**TAP STATE/LOCAL AGREEMENT
(DESIGN AND CONSTRUCTION)
PROJECT NO. A024(687)
N BOYER AVE SW; E MTN VIEW TO JUNIPER
KEY NO. 24687**

PARTIES

THIS AGREEMENT is made and entered into this 19th day of February, 2026, by and between the **IDAHO TRANSPORTATION DEPARTMENT**, hereafter called the State and the **CITY OF SANDPOINT**, acting by and through its MAYOR AND COUNCIL, hereafter called the Sponsor.

PURPOSE

The Sponsor has requested funding under the Transportation Alternatives Program. The purpose of this Agreement is to set out the terms and conditions necessary to obtain Federal-aid participation in the work.

The Sponsor acknowledges that this Agreement covers a project wherein federal aid funds will be allocated, and Sponsor will comply with the requirements of 23 U.S.C. §313, 23 CFR §635.410, and 28 CFR Part II.

NOTE: The Sponsor is responsible for complying with all project requirements and project administration procedures outlined in the Transportation Alternatives Program Manual available at <http://apps.itd.idaho.gov/apps/manuals/manualsonline.html>.

Since certain functions under this Agreement are to be performed by the State, involving the expenditure of funds, and since the State can only pay for work associated with the State Highway System, the Sponsor is fully responsible for all costs related to the project for work off the State Highway System.

Authority for this Agreement is established by Section 40-317 of the Idaho Code.

The Parties agree as follows:

SECTION I. GENERAL

1. This Agreement is entered into for the purpose of complying with certain provisions of the Federal-Aid Highway Act, in obtaining federal participation in the design and construction of the project.
2. Federal participation in the costs of the project will be governed by the applicable sections of Title 23 U.S. Code (Highways) and rules and regulations prescribed or

*State/Local Agreement
N BOYER AVE SW; E MTN VIEW TO JUNIPER
Key No. 24687
Page 1*

promulgated by the Federal Highway Administration, including, but not limited to, the requirements of 23 U.S.C. §313, 23 CFR §635.410, and 28 CFR Part II.

3. Funds owed by the Sponsor shall be remitted to the State through the ITD payment portal at: <https://apps.itd.idaho.gov/PayITD>.
4. Federal participation in the project is at the rate of 92.66%; local participation is 7.34%.
5. Scheduled funding for this project is listed on the approved Idaho Transportation Investment Program, and subsequent revisions. Current estimated funding is as follows:
 - a. Project Development - \$116,000
(PE-\$16,000) (PC-\$100,000)
 - b. Construction Engineering - \$51,000
(CC-\$51,000)
 - c. Construction (CN) - \$402,900
 - d. Total Estimated Project Costs - \$569,900
6. The Sponsor's match for this project will be provided in cash in the amount of 7.34 percent of the entire project (currently \$41,831).
7. This project shall be designed to State Standards as defined in the current version of the Idaho Transportation Department's Roadway Design Manual, or as subsequently revised. The current version of the Roadway Design Manual can be viewed at the following web site:
<http://itd.idaho.gov/manuals/ManualsOnline.html>.

SECTION II. That the Sponsor shall:

1. Provide a funding match of 7.34% of the Total Estimated Project Costs of \$569,900.
2. Pay to the State the sum of **THREE THOUSAND DOLLARS (\$3,000)**, estimated to be the total expense to the State for this project. This amount will be applied towards the Sponsor's match. Upon project completion, if the estimated expense does not reflect the true cost of the work performed by the State, the Sponsor shall remit to the State the additional sum needed to cover the actual costs incurred by the State.
3. Designate an authorized representative to act on the Sponsor's behalf. That authorized representative's name is Cheryl Hughes,
Phone No. 208.255.2657.

4. With the assistance of the State, secure the services of a consultant to design the project, and provide a copy of the project plans, specifications and estimate to the State for review and approval.
5. Before advertisement for bids, provide to the State a certification that all rights-of-way, easements, permits, materials sources, and agreements necessary for the construction and maintenance of the project have been acquired. The Sponsor will also certify that the contract proposal includes FHWA Form 1273 (Federal-aid Contract Provisions), and will provide an environmental determination in accordance with 23CFR 771.117.
6. Before advertisement for bids, provide to the State for review and approval a copy of the Contract Proposal form, Notice to Contractors, and construction plans, specifications and estimate. After the project is advertised for bids, provide the State with a copy of the bidding documents.
7. Advertise for the construction of the project, open bids, prepare a contract estimate of cost based on the successful low bid in accordance with State laws on procurement procedures for local governments, and request State concurrence prior to award.
8. Award a contract for construction of the project based on the successful low bid, and provide the State a copy of the contract.
9. During construction of the project, Sponsor will provide a project manager and staff to administer and inspect the project, and to provide inspection diaries and support to the State's Engineer.
10. The Sponsor shall prepare all monthly and final contract estimates and change orders, and submit all major change orders to the State for approval. During the life of the construction contract, prior approval of the State will be obtained if it is necessary to deviate from the plans and specifications to such a degree that the nature of the completed work is significantly changed.
11. In cooperation with the State, establish and cause to be maintained all construction traffic controls deemed necessary to best serve the public interests and to expedite the work in accordance with the MUTCD.
12. At no cost to the federal-share, cause to be replaced to original, equal or better condition any existing pavement, regulatory signs, and other similar items damaged as a result of the contractor's operation, except as hereafter stated as obligations of the State.
13. During design and construction of the project, be responsible for payment of all invoices for work performed on the project. The Sponsor will provide monthly

invoices, and proof of payment of same, to the State for reimbursement of the federal-aid share, up to the federal-aid limit noted in Section I, Paragraph 4 above.

14. Maintain all project records, including source documentation for all expenditures for a period of three (3) years from the date of final acceptance. Provide the State an electronic copy of these documents and records upon completion of the project. If any litigation, claim, negotiation, or audit has been started before expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues that arise from it.
15. Maintain the project upon completion to the satisfaction of the State. Such maintenance includes, but is not limited to, preservation of the building and landscape as is necessary for safe and efficient utilization in accordance with approved agreement with State, Federal, and Local preservation entities.
16. Comply with Exhibit B attached hereto and made a part hereof. By this agreement Sponsor agrees to comply with and be bound to the Civil Rights provisions of Title VI of the Federal Code and to generally insert those provisions in all contracts that it enters into that are federally funded on this project. If property acquired for this project with Federal financial assistance is transferred, the recipient of the property will be subject to Exhibit B if the property is used for the same purpose it was originally acquired or for another purpose involving similar services or benefits to the general public. Sponsor should contact the State prior to disposing of any property acquired under this agreement.
17. Comply with all other applicable State and Federal regulations.
18. To the extent permitted by Idaho law and as provided by the Idaho Tort Claims Act, indemnify, save harmless the State, regardless of outcome, from the expenses of and against suits, actions, claims or losses of every kind, nature and description, including costs, expenses and attorney fees that may be incurred by reason of any act or omission, neglect or misconduct of the Sponsor or its consultant in the design, construction and maintenance of the work which is the subject of this Agreement, or Sponsor's failure to comply with any state or federal statute, law, regulation or rule. Nothing contained herein shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby expressly reserved.

SECTION III: That the State shall:

1. Enter into an Agreement with the Federal Highway Administration covering the federal government's pro rata share of design and construction costs, up to a maximum of the federal-aid limit noted in Section I, Paragraph 4 above.
2. Assist in the selection of a Consultant, negotiate, and furnish the Agreement for Consultant Services and any supplements thereto, to be used between the Sponsor and Consultant on this project.

State/Local Agreement
N BOYER AVE SW; E MTN VIEW TO JUNIPER
Key No. 24687
Page 4

3. Review and approve the project plans and specifications.
4. Authorize the Sponsor to administer the project and make any necessary changes and decisions within the general scope of the plans and specifications.
5. Appoint the Local Highway Technical Assistance Council (LHTAC) as the contract administrator for the State.
6. Designate a resident engineer and other personnel, as the State deems necessary, to supervise construction in accordance with the plans, specifications and estimates in the manner required by applicable state and federal regulations. Review for approval all major change orders submitted by the Sponsor, and conduct a final inspection of the project when completed.
7. Upon receipt of monthly invoices from the Sponsor, submit same to the Federal Highway Administration for reimbursement at the federal-aid participation rate of 92.66%, up to a maximum of the federal-aid limit noted in Section I, Paragraph 4 above.
8. Maintain complete accounts of all project funds received and disbursed, which accounting will determine the final project costs.
9. Cooperate with the Sponsor in selection and designation of suitable construction traffic control during project construction.
10. Designate an authorized representative to act on the State's behalf. That authorized representative's name is _____ Lisa Popoff _____, Phone No. _____.

SECTION IV. Both Parties agree as follows:

1. Federal participation is contingent upon ultimate completion of the project. If for any reason the project is removed from the program without being completed, then the Sponsor shall be responsible for One Hundred Percent (100%) of all project costs, and shall pay back to the State all costs previously reimbursed. If the Sponsor's deposit exceeds project costs, then the State shall return the unspent balance to the Sponsor.
2. Sufficient Appropriation. It is understood and agreed that the State is a governmental agency, and this Agreement shall in no way be construed so as to bind or obligate the State beyond the term of any particular appropriation of funds by the Federal Government or the State Legislature as may exist from time to time. The State reserves the right to terminate this Agreement if, in its sole judgment, the Federal Government or the legislature of the State of Idaho fails, neglects or refuses to appropriate sufficient funds as may be required for the State to continue

State/Local Agreement
N BOYER AVE SW; E MTN VIEW TO JUNIPER
Key No. 24687
Page 5

payments. Any such termination shall take effect immediately upon notice and be otherwise effective as provided in this Agreement.

3. All information, regulatory and warning signs, pavement or other markings, traffic signals required, the cost of which is not provided for in the plans and estimates, must be erected at the sole expense of the Sponsor upon the completion of the project.
4. The location, form and character of all signs, markings and signals installed on the project, initially or in the future, shall be in conformity with the Manual of Uniform Traffic Control Devices as adopted by the State.
5. This Agreement shall become effective on the first day mentioned above, and shall remain in full force and effect until amended or replaced upon mutual consent of the State and the Sponsor.

EXECUTION

This Agreement is executed for the State by its Division Administrator, and executed for the Sponsor by the Mayor, attested to by the City Clerk, with the imprinted Corporate Seal of City of Sandpoint.

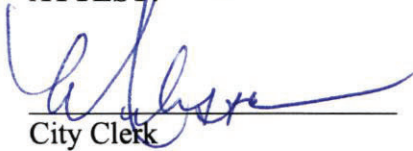
IDAHO TRANSPORTATION DEPARTMENT

David B Kuisti, P.E.

Digitally signed by David B Kuisti,
P.E.
Date: 2026.02.18 21:27:06 -07'00'

Division Administrator

ATTEST:


City Clerk

CITY OF SANDPOINT


Mayor

By regular/special meeting
on 12/17/25.

wd: Key No. 24687

No: 25-050
Date: December 17, 2025

RESOLUTION
OF THE CITY COUNCIL
CITY OF SANDPOINT

TITLE: TRANSPORTATION ALTERNATIVES PROGRAM (TAP) STATE/LOCAL AGREEMENT FOR DESIGN AND CONSTRUCTION OF A024(687) N BOYER AVE SW, E MTN VIEW TO JUNIPER – KEY NO. 24687

WHEREAS: On December 20, 2023, under Resolution 23-098, City Council authorized City staff to apply for Transportation Alternative Program (TAP) funding for a sidewalk project on North Boyer Avenue, with this funding now awarded;

WHEREAS: This project proposes to fill the gap between Juniper Drive and Alexander Way, where no sidewalk or shared-use facility exists, by constructing approximately 1,200 linear feet of new sidewalk and installing ADA-compliant curb ramps, significantly improving multimodal connectivity in an area that already includes bicycle lanes on both sides of North Boyer Avenue;

WHEREAS: Federal participation will be at a rate of 92.66%, requiring a local cash match of 7.34% of total project costs, with the current total estimated cost of the project at \$569,900, resulting in a City match obligation of approximately \$41,831;

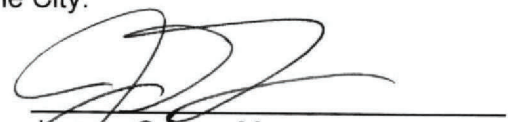
WHEREAS: Costs include engineering, construction, construction engineering, and inspection, with the City's local match programmed across FY2025 and FY2026 within the General Fund;

WHEREAS: The City is responsible for administering the project in accordance with federal-aid requirements, which includes selecting a consultant engineer from the Idaho Transportation Department (ITD) term agreement list, coordinating design reviews with the State, certifying right-of-way and environmental compliance prior to advertisement, bidding and awarding the construction contract, providing project management and inspection staff throughout construction, and maintaining all project records for the federally required retention period; and

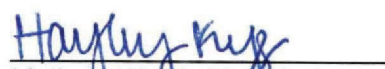
WHEREAS: ITD, through the Local Highway Technical Assistance Council (LHTAC) administers the grant and will provide oversight, review plans and specifications, authorize project phases, and submit reimbursement requests to the Federal Highway Administration.

NOW, THEREFORE, BE IT RESOLVED THAT: City Council hereby accepts this grant award and approves the State/Local Agreement for the TAP State/Local Agreement for the N. Boyer Ave SW, E. Mtn View to Juniper project, a copy of which is attached hereto and made a part hereof as if fully incorporated herein.

BE IT FURTHER RESOLVED THAT: The Mayor or designee, as permitted, is hereby authorized to enter into this agreement on behalf of the City.


Jeremy Grimm, Mayor

ATTEST:


Melissa Ward, City Clerk



AGENDA REPORT

City Council Meeting

TODAY'S DATE: September 24, 2026

MEETING DATE: October 7, 2026

TO: City Council

FROM: Holly Ellis, Public Works Director

SUBJECT: Approval of second amendment to Purchase Order 26-1658 with OXARC, Inc.

DESCRIPTION/BACKGROUND:

The City purchases industrial chemicals necessary for operation of its water and wastewater treatment facilities, including chlorine and sulfur dioxide for the Wastewater Treatment Plant and chlorine and soda ash for the Water Treatment Plant. These chemicals are essential to disinfection and other required treatment processes.

The treatment chemical market, particularly for chlorine products, has experienced significant supply and pricing challenges in recent years. The U.S. Environmental Protection Agency (EPA) has documented reductions in domestic chlorine production capacity, extended supplier lead times, partial order fulfillment, increased transportation and production costs, and the potential for regional shortages. EPA has also encouraged water and wastewater utilities to maintain established supplier relationships to support continuity of supply during market disruptions.

The City has experienced these impacts directly. The cost of chlorine gas has increased by more than 60% over the past three years. In addition, Wastewater Treatment Plant chemical usage has increased due in part to higher temperatures and associated treatment demands.

Due to the annual cost of these chemicals and the operational importance of maintaining a reliable supply, the City conducted a procurement process in March 2025 to evaluate pricing and product availability. On March 19, 2025, City Council adopted Resolution 25-013 declaring OXARC, Inc. the sole-source supplier for anticipated chemical purchases through the remainder of Fiscal Year 2025 and Fiscal Year 2026. Purchase Order 26-1658 was subsequently issued in the amount of \$125,000.

In June 2026, City Council approved the first amendment to increase the purchase order by \$60,000, establishing a revised not-to-exceed amount of \$185,000. Chemical usage and pricing have continued to exceed the amounts originally anticipated.

Staff is requesting a second and final amendment to Purchase Order 26-1658 to increase the authorized amount by \$64,999 and extend the purchase order through November 30, 2026. The short-term extension will allow the City to maintain an uninterrupted supply of required treatment chemicals while staff completes a new procurement for Fiscal Year 2027. Staff plans to solicit the FY2027 chemical purchase order in October 2026.

STAFF RECOMMENDATION:

Staff recommends approval of the second amendment to Purchase Order 26-1658 with OXARC, Inc. to increase the Purchase Order by \$64,999, for a total not-to-exceed amount of \$249,999 and to extend the term through November 30, 2026.

ACTION:

Staff requests that City Council approve the amended Purchase Order 26-1658 with OXARC, Inc. in the total not-to-exceed amount of \$249,999 for chemical purchases and extend the term through November 30, 2026.

WILL THERE BE ANY FINANCIAL IMPACT? Yes HAS THIS ITEM BEEN BUDGETED? Yes

ATTACHMENTS:

Proposed Resolution

OXARC, Inc. PO #26-1658

No: 26-
Date: October 7, 2026

RESOLUTION
OF THE CITY COUNCIL
CITY OF SANDPOINT

TITLE: APPROVING THE SECOND AMENDMENT TO PURCHASE ORDER 26-1658 WITH OXARC, INC.

WHEREAS: The City purchases industrial chemicals necessary for the operation of its water and wastewater treatment facilities, including chlorine, sulfur dioxide, and soda ash, which are essential for disinfection and other required treatment processes;

WHEREAS: The treatment chemical market has experienced significant supply and pricing challenges, including increased costs, extended supplier lead times, and potential regional shortages, which have affected the City's ability to obtain required treatment chemicals;

WHEREAS: The City has experienced a significant increase in the cost of chlorine gas, as well as increased chemical usage at the Wastewater Treatment Plant due in part to higher temperatures and associated treatment demands;

WHEREAS: On March 19, 2025, the City Council adopted Resolution No. 25-013 declaring OXARC, Inc. the sole-source supplier for anticipated chemical purchases through the remainder of Fiscal Year 2025 and Fiscal Year 2026, and Purchase Order No. 26-1658 was subsequently issued in the amount of \$125,000;

WHEREAS: In June 2026, the City Council approved the first amendment to Purchase Order No. 26-1658, increasing the authorized amount by \$60,000 for a revised not-to-exceed amount of \$185,000;

WHEREAS: Chemical usage and pricing have continued to exceed the amounts originally anticipated, requiring an additional increase to maintain an adequate supply of treatment chemicals;

WHEREAS: City staff is requesting a second and final amendment to Purchase Order No. 26-1658 to increase the authorized amount by \$64,999, for a total not-to-exceed amount of \$249,999, and to extend the term through November 30, 2026; and

WHEREAS: The extension will allow the City to maintain an uninterrupted supply of required treatment chemicals while staff completes the procurement process for Fiscal Year 2027, which is anticipated to begin in October 2026.

NOW, THEREFORE, BE IT RESOLVED THAT: The Second Amendment to Purchase Order No. 26-1658 with OXARC, Inc. is hereby approved, increasing the total not-to-exceed amount by \$64,999, for a total not-to-exceed amount of \$249,999, and extending the term through November 30, 2026, for the purchase of required water and wastewater treatment chemicals.

BE IT FURTHER RESOLVED THAT: The Mayor or his designee is hereby authorized, on behalf of the City, to execute this agreement.

Jeremy Grimm, Mayor

ATTEST:

Meri Jane Bohn, City Clerk



PURCHASE ORDER
CITY OF SANDPOINT
1123 LAKE STREET
SANDPOINT, ID 83864

DATE	P.O. NO.	Item # 5.
10/01/2025	26-1658	

SUPPLIER:

VENDOR: 001717
OXARC INC
PO BOX 2605
SPOKANE, WA 99220-2605
PH: (509) 535-9055 FX: (509) 535-0368
EMAIL: AR@OXARC.COM

SHIP TO:

WASTEWATER TREATMENT PLANT

723 S. ELLA
SANDPOINT, ID 83864
PHONE: (208) 255-2657
EMAIL: DHULL@SANDPOINTIDAHO.GOV

Description: FY26 CHLORINE AND SULFUR DIOXIDE AT WWTP AND CHEMICAL/GASES AT WTP

Internal Use Only: CITY COUNCIL APPROVED REMAINDER OF FY2025 AND FY2026 FOR OXARC SOLE SOURCE .. FY26PO MATCHES THE SAME AS FY25PO

Item No.	QTY	Unit	Description	Unit Price	Amount
CHLORINE AND SULFUR DIOXIDE WWTP	1.00	DOLLAR	CHLORINE AND SULFUR DIOXIDE WWTP 31-3256-4610-4622	105,000.00 105,000.00	
WTP CHEMICAL/GAS SUPPLIES LAKE PLANT	1.00	DOLLAR	WTP CHEMICAL/GAS SUPPLIES LAKE PLANT 30-3456-4610-4622-34699365	53,000.00 53,000.00	
WTP CHEMICAL/GAS SUPPLIES SAND CREEK	1.00	DOLLAR	WTP CHEMICAL/GAS SUPPLIES SAND CREEK 30-3456-4610-4622-34699366	17,000.00 17,000.00	



PURCHASE ORDER
CITY OF SANDPOINT
1123 LAKE STREET
SANDPOINT, ID 83864

DATE	P.O. NO.
10/01/2025	26-1658

Item # 5.

CHLORINE AND SULFUR DIOXIDE WWTP	1.00	DOLLAR	CHLORINE AND SULFUR DIOXIDE WWTP 31-3256-4610-4622	74,999.00 74,999.00	
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Total:	\$249,999.00
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Subject to the Terms and Conditions Set By the City of Sandpoint

- 1. Acceptance of this order includes acceptance of all terms, prices, delivery instructions, specifications and conditions.*
 - 2. Purchases may not exceed the total amount of this order without prior approval.*
 - 3. Invoices and Packages must bear the Purchase Order Number above.*
 - 4. All Purchases are subject to a Net 30 payment term.*
- Visit www.sandpointidaho.gov for More Details*



AGENDA REPORT

City Council Meeting

TODAY'S DATE: September 29, 2026

MEETING DATE: October 7, 2026

TO: MAYOR AND CITY COUNCIL

FROM: Erik Bush PLA, Project Manager, City Forester

SUBJECT: Downtown Revitalization Phase 3 – Amendment No. 2 to Professional Services Agreement with Welch Comer

Downtown Revitalization Phase 3 implements City Council-adopted plans, including the Downtown Streets Plan and Design Guide, the Multimodal Transportation Plan, and the Downtown Waterfront Design Competition Stage 3 Design Report. These plans identify First Avenue as a priority downtown corridor for improved pedestrian facilities, multimodal access, streetscape improvements, stormwater management, public spaces, and support for downtown businesses.

The original Professional Services Agreement with Welch Comer & Associates, Inc. was executed November 19, 2025. It provided for full design of First Avenue from Church Street to Lake Street and preliminary design from Lake Street to Superior Street. The project includes roadway reconstruction, wider sidewalks, streetscape and landscaping improvements, parking improvements, stormwater management, lighting, and utilities.

Since the agreement was executed, the City has secured federal funding for construction. The use of federal funding requires coordination with LHTAC for federal-aid project administration and adds environmental, cultural resource, right-of-way, design, and bidding requirements that were not included in the original agreement.

On June 3, 2026, City Council directed staff to continue advancing Phase 3 based on the anticipated federal funding requirements, including a revised construction start date, and to extend the project limits for design and construction south along First Avenue to Superior Street. Amendment No. 2 implements that direction by advancing the Lake Street to Superior Street segment from preliminary design to final design and construction documents and adding the work required for federal funding.

Key scope additions include:

- Extend full design services from Lake Street to Superior Street, including roadway, sidewalk, ADA/PROWAG, streetscape, landscaping, lighting, utilities, signing and striping, traffic control, waterline, right-of-way, and related design services.
- Complete 100% design of the First Avenue and Superior Street intersection following the City Council-selected intersection configuration.
- Extend stormwater design into the Lake Street to Superior Street segment, including the new stormwater main and outfall.
- Convert the project design and construction documents to ITD/LHTAC standards and formats, including additional review and concurrence at 30%, 90%, and PS&E stages.
- Coordinate with LHTAC and ITD on federal-aid project administration, project milestones, design reviews, design exceptions, and documentation required for construction authorization.

- Complete the environmental and permitting work required for the federal funding under two separate processes for CDBG and LHTAC funding, including NEPA documentation, the CDBG/HUD Environmental Review Record, biological review, Section 401 and Section 10/404 coordination, and related environmental documentation.
- Complete cultural resource compliance under Section 106, including architectural history and archaeological investigations, SHPO coordination, and a Section 4(f) de minimis determination.
- Incorporate federal construction contract requirements into the plans, specifications, and estimates, including Buy America, DBE, and Davis-Bacon requirements.
- Provide additional public engagement, including one additional Technical Advisory Group meeting and one additional community open house.
- Complete additional survey, utility coordination, and right-of-way work required for the expanded project limits and federal-aid documentation.

The original agreement amount is \$741,700. Amendment No. 2 adds \$889,200 in professional services, resulting in an adjusted agreement amount of \$1,630,900.

The amendment provides for final design of the full corridor from Church Street to Superior Street and the additional work required to prepare the project for federally funded construction. This contract amendment is within the expected range for work of this complexity, and follows the project budget presented to City Council during the June 3, 2026 meeting.

STAFF RECOMMENDATION:

Staff recommends City Council approve Amendment No. 2 to the Professional Services Agreement with Welch Comer & Associates, Inc. for Downtown Revitalization Phase 3 in the amount of \$889,200, increasing the total agreement amount to \$1,630,900, and authorize the Mayor to execute the amendment to the professional services agreement.

ACTION:

Move to approve Amendment No. 2 to the Professional Services Agreement with Welch Comer & Associates, Inc. for Downtown Revitalization Phase 3 in the amount of \$889,200, increasing the total agreement amount to \$1,630,900, and authorize the Mayor to execute the amendment.

WILL THERE BE ANY FINANCIAL IMPACT? Yes HAS THIS ITEM BEEN BUDGETED? Yes

ATTACHMENTS:

1. Proposed Resolution
2. Proposed Amendment No. 2
3. Professional Services Agreement with Welch Comer
4. Amendment No. 1

No: 26-
Date: October 7, 2026

RESOLUTION
OF THE CITY COUNCIL
CITY OF SANDPOINT

TITLE: APPROVING AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH WELCH COMER & ASSOCIATES, INC. FOR DOWNTOWN REVITALIZATION PHASE 3 (CITY AGREEMENT A26-3170-2)

WHEREAS: The City Council has adopted plans identifying First Avenue as a priority downtown corridor for pedestrian improvements, multimodal access, streetscape improvements, stormwater management, public spaces, and support for downtown businesses;

WHEREAS: The City entered into a Professional Services Agreement with Welch Comer & Associates, Inc. on November 19, 2025, for design services for Downtown Revitalization Phase 3;

WHEREAS: The original agreement provided for full design of First Avenue from Church Street to Lake Street and preliminary design from Lake Street to Superior Street;

WHEREAS: The City has secured federal funding for construction, requiring additional federal-aid coordination, environmental and cultural resource reviews, right-of-way work, design requirements, and bidding requirements;

WHEREAS: On June 3, 2026, the City Council directed staff to advance the project and extend the design and construction limits along First Avenue to Superior Street;

WHEREAS: Amendment No. 2 extends final design and construction documents from Lake Street to Superior Street and adds the professional services necessary to meet federal funding requirements, including coordination with LHTAC and ITD, environmental and cultural resource compliance, federal design and construction requirements, additional public engagement, surveying, utility coordination, and right-of-way services;

WHEREAS: The original agreement amount is \$741,700, and Amendment No. 2 adds \$889,200, resulting in a total agreement amount of \$1,630,900; and

WHEREAS: The City Council finds that approval of Amendment No. 2 is necessary to continue the design and preparation of Downtown Revitalization Phase 3 for federally funded construction;

NOW, THEREFORE, BE IT RESOLVED THAT: The Second Amendment to Professional Services Agreement with Welch Comer & Associates, Inc. for the Downtown Revitalization Phase 3, in the amount of \$889,200 is hereby approved. The total agreement amount is increased from \$741,700 to \$1,630,900.

BE IT FURTHER RESOLVED THAT: The Mayor or his designee is hereby authorized, on behalf of the City, to execute this agreement.

Jeremy Grimm, Mayor

ATTEST:

Meri Jane Bohn, City Clerk

AMENDMENT TO OWNER-ENGINEER AGREEMENT

Amendment No. 2

The Effective Date of this Amendment is: _____.

Background Data

Effective Date of Original Agreement: November 20, 2025

Owner: City of Sandpoint

Engineer: Welch Comer & Associates, Inc.

Project: Downtown Revitalization Phase 3

Nature of Amendment:

- ☒ Additional Services to be performed by Engineer
- ☒ Modifications of payment to Engineer

Description of Modifications:

See attached Exhibit A – Scope of Services

See attached Exhibit B – Payment to Engineer

Agreement Summary:

Original agreement amount:	\$ 741,700
Net change for prior amendments:	\$ 0
This amendment amount:	\$ 889,200
Adjusted Agreement amount:	\$1,630,900

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement referenced herein.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:

City of Sandpoint

By:

Print name:

Title:

Date Signed:

ENGINEER:

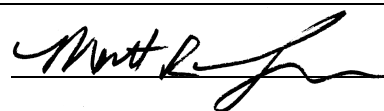
Welch Comer & Associates, Inc.

By:

Print name:

Title:

Date Signed:



Matt Gillis, P.E.

Vice President

9/30/2026

Exhibit A

Amendment 2

Downtown Revitalization Phase 3

Scope of Work

Owner: City of Sandpoint **Engineer:** Welch-Comer (WC)

Subconsultants: JUB, GGLO, GeoEngineers (GEO), AEC Environmental (AEC), Gorman Preservation Associates (GPA), Frameworks

Basis for Amendment

The City has secured federal funding for construction. Preliminary engineering (PE) remains City-funded and was procured by WC through a compliant QBS process. Because federal funds will fund construction, the project is now an LHTAC-administered Local Public Agency (LPA) undertaking, which requires:

- Design of the entire corridor (Church Street to Superior Street) to ITD/LHTAC standards, with LHTAC/ITD review and PS&E concurrence.
- NEPA environmental clearance (anticipated Documented Categorical Exclusion via ITD 654), plus a separate CDBG/HUD Environmental Review Record driven by block-grant funds.
- Section 106 cultural resources compliance (the corridor lies within the Downtown Sandpoint Historic District) and a Section 4(f) de minimis determination.
- Federal construction contract provisions (Buy America, DBE, Davis-Bacon) carried into the PS&E.

This amendment also extends the Lake Street-to-Superior Street segment from 30% to 100% design, extends stormwater treatment/discharge to the Lake Pend Oreille shoreline, adds public engagement, and adds an intersection workshop (held on 8/26/26), and full intersection design at First & Superior.

Summary of Changes to Original Exhibit A

MODIFIED

- 2.4 TAG Meetings: three (3) → four (4).
- 2.5 Community Open Houses: two (2) → three (3).
- 4.1.2 Survey (Lake→Superior w/ trail and outfall east, just past Iberian Way): concept-level → full topographic + utility inverts + ROW resolution (Task E).
- 4.4 Potable Water Remove and replace water main from the northernmost extents of the project to the First and Superior intersection. Assumptions include replacing 8" water main and matching material and size of the section from Pine St. to Church St.
- 4.5 Sanitary Sewer Design:
 - 4.5.1. It is assumed no sanitary sewer mainline or services design will be completed within the boundary created from the northern most extents of the project to the First and Lake Street intersection.
 - 4.5.2. Remove and replace the existing 18" gravity sewer main between the First and Lake Street intersection and First and Superior intersections. Existing main has known "bellies". Assumptions include that the gravity sewer main will not be upsized for capacity and that existing sewer services within this range will be replaced as part of the project.
- 4.6 Stormwater:
 - 4.6.1. Extend design coverage into the Lake→Superior segment; stormwater now extends to the Lake Pend Oreille shoreline (Task E).

4.6.2. Extend in-field investigation with City staff to south to verify existing stormwater connections and develop plans to connect into the new stormwater system.

- 4.7. Streetscape and Urban Design Enhancements: Review and apply all relevant and required ITD documentation and standards, including AutoCAD layer structure and file naming conventions.
- 4.10.6–4.10.8 (pavement/materials assumptions): revisited under Task D, ITD Roadway Materials Memo.
- 4.14 Utility Coordination – Extend Utility Services to Superior (Task E)
- 4.16 Lighting: extend AGI32 photometric design to Superior (Task E).
- 4.17 / 4.23 spec format: Change from EJCDC/ISPPWC to ITD/LHTAC format (Task D).
- 4.22 Construction Traffic Control: Produce detailed Pedestrian Traffic Control specifications that will satisfy LHTAC/ITD requirements.
- Sections 4.10.4, 5.6, 5.7.2 “no federal funds / no cultural / no NEPA” assumptions: VOID. Replaced by Tasks B and C.

ADDED — Tasks A through H below.

Task A — Federal Project Administration & LHTAC Coordination

1. Serve as WC's coordination point with LHTAC and ITD throughout PE and PS&E; comply with the current LHTAC LPA Manual.
2. Coordinate establishment of the project Key Number and federal-aid milestones.
3. Manage additional ITD/LHTAC review cycles (30%, 90%, PS&E) layered on existing City reviews, including comment resolution and response logs.
4. Prepare design exception / variance requests and supporting justification for any element not meeting ITD standards.
5. Coordinate PE-to-CN handoff documentation required for federal construction authorization.

Assumption: PE is City-funded and will not be submitted for federal reimbursement or counted as local match.

Task B — Environmental / NEPA & Permitting

B.1 Environmental Scope

1. Administration and Project Management. Monthly team coordination with City, WC, and LHTAC. General administrative duties, preparation of invoices and progress reports.
2. Preliminary Environmental Tasks. ITD 1500 for geotechnical investigation; 1500 for APE / Level of Effort review; NEPA CE (ITD 649) for geotech; 3 drafts + 1 final; FHWA approval required.
3. Environmental Evaluation / ITD 654 (DCE). Prepare the 654 package to serve as the Documented Categorical Exclusion; (1) site visit, location and project site mapping, agency coordination, supporting documentation; 4 drafts + final; FHWA approval required.
4. Programmatic Biological Assessment (PBA). ESA Section 7 via PBA 0289; species lists updated every 6 months; one site visit (combined with 654 visit); 3 drafts + final. Assumes a standalone Biological Assessment is not required (supplement if it is).
5. AHSR & Section 4(f) de minimis. AEC archaeologist performs the intensive pedestrian archaeological and records and contributes the archaeological sections; GPA will provide architectural history and finalize the AHSR as author of record (see Task C). AEC prepares the Section 4(f) de minimis (assumes No Adverse Effect on the historic district); 3 drafts + final each.

6. CDBG / HUD Environmental Review Record (ERR). Assuming the project is Categorically Excluded Project, provide required separate Housing and Urban Development-format Environmental Review Record (Statutory Checklist + Green Sheets); required by the Community Development Block Grant funds; 3 drafts + final. This is in addition to the ITD 654; two parallel NEPA tracks.
7. Permitting. 401 Water Quality certification coordination and mapping/impacts preparation; Prepare and review exhibits for a Section 10 / 404 Joint Application (Nationwide Permit assumed) for impacts to waters of the U.S.; and stormwater discharge coordination and design details for the outfall/treatment extension to the Lake Pend Oreille shoreline. AEC's current scope assumes no individual NPDES point-source permit is required (Sandpoint is not an MS4).

B.2 WC Support & Inputs to AEC

1. WC to provide:
 - a. Limits of soil disturbance, stormwater/utility footprints, and boring locations as KMZ or shapefiles; project description.
 - b. Plan sheets (.dwg) and survey control; quantities including CY cut/fill, stream and wetland impacts, and impacts below OHWM.
 - c. Construction sequencing, timing, and BMP descriptions to support the PBA and permits.
 - d. Alternatives details for the CDBG Environmental Review Record, if needed.

Deliverables: 1500s, 649, 654/DCE package, PBA, AHSR (archaeology sections; GPA finalizes), Section 4(f) de minimis, CDBG ERR, and 401 / Section 10 / 404 Joint Application (Nationwide Permit).

Task C — Cultural Resources / Section 106

1. GPA (architectural history): APE confirmation with SHPO, research and site visit, up to 30 ICRIS resource records, and finalization of the AHSR as author of record.
2. AEC (archaeology): intensive pedestrian survey (30 m transects, STPs as needed), archaeological resource records, the archaeological sections of the AHSR, and Section 4(f) de minimis.
3. WC role: coordinate APE definition, provide project descriptions and design exhibits, help manage SHPO concurrence, and integrate historic-district design constraints into corridor design.
4. MOA contingency: if SHPO/LHTAC finds an adverse effect on the historic district, resolution (MOA, treatment measures) is not in scope and is added by supplement. Note: both GPA and AEC assume No Adverse Effect.

Deliverables: APE; 30 ICRIS resource records (GPA) + archaeological records (AEC); single AHSR; SHPO concurrence documentation.

Task D — Design Standard Conversion to ITD

Applies to the entire corridor (Church → Superior).

1. Convert design criteria to ITD standards (design speed, geometric, clear zone, cross-section; verify ADA/PROWAG acceptance).
2. Pavement/materials: add ITD Roadway Materials Memo summarizing methodology used in current design. It is assumed no formal Materials Reports will be required.
3. Convert entire topographic data, utility data, design and specifications (in all phases) to ITD/LHTAC PS&E format, replacing the EJCDC/ISWPC basis.

4. Add federal construction contract provisions to specs and estimates: Buy America, DBE goals, Davis-Bacon wage requirements.

Assumption — minimal rework: WC sequenced existing work to avoid significant backtracking; rework of the partially completed Church→Lake design is assumed minimal and limited to standard/format conformance, not redesign.

Task E — Design Phase: Lake Street → Superior Street: 30% → 100% Design

Extends the original 30% scope for this segment to full (100%) design, matching the Church→Lake deliverable level.

1. Survey (amends 4.1.2): right of way survey and topographic survey including underground utility inverts and ROW resolution sufficient for design of the shared use path and stormwater on Superior between First and Iberian and along Superior for the stormwater outfall to the east.
2. Geotechnical: Prepare and submit an abbreviated roadway materials report following ITD format.
3. Roadway: full horizontal/vertical design, typical sections, demolition, parking/sidewalk, ADA/PROWAG.
4. Intersection Control Evaluation (ICE) (WC and JUB): Complete an ITD-compliant ICE to provide the technical justification LHTAC/ITD requires for the selected control type. Because the workshop precedes the ICE, the ICE validates the Council-preferred direction. This scope assumes the option selected by the Council will be supported by the ICE.
5. 100% design of the selected control, integrated into the Lake→Superior PS&E.
 - a) Workshop outcome assumption: Roundabout alternatives will be presented at the Council workshop for completeness of the alternatives analysis; however, this scope of work assumes that a roundabout will NOT be selected and that a non-roundabout option will be carried into final design. The 100% intersection design effort and fee are based on a non-roundabout control (e.g. stop-controlled with geometric improvements). For the purposes of this scope, the City Council Workshop was successfully held on 8/26/26. Council gave clear direction consistent with this scope description.
 - b) This scope assumes the design moving forward is based on the previously submitted and approved Basis of Design submittal.
6. Stormwater: full design within the extended limits in addition to the stormwater main and new outfall to be installed past Iberian Way and discharged near the Lake Pend Oreille shoreline, south of Superior.
 - a) Design of new outfall will be limited to design details necessary for outlet protection. It Treatment of the stormwater will not be designed or constructed as part of this scope and project. Produce a brief report documenting all design decisions and calculations.
7. Streetscape: Extend full planting, hardscape, lighting, furnishings for the segment.
 - a) Refine materials, site furnishings, planting and irrigation plans.
 - b) Provide cut sheets for proposed pedestrian paving, site furnishings and light fixtures.
 - c) Update plant schedule, including proposed plant type, location and quantities.
8. Lighting: Extend AGI32 photometric design to Superior. Lighting design and calculations to follow ITD Details and Standards with integration of City dark-sky ordinance.
9. Utilities: additional utility coordination/relocations from Lake Street to Superior. Note: JUB has already collected as-built mapping through the full project extents and mapped them in CAD; no further record collection is anticipated.
 - a) Production of Utility Plans; meeting requirements for LHTAC/ITD Plan Standards and Construction Documents.

- b) Coordination with utility providers to verify existing utility locations as shown on utility plans and provide contact information required for Resident Engineer file and Construction Specifications.
 - c) Coordination with LHTAC to produce and negotiate Utility Hearing Waivers or agreements with utility companies.
10. Signing & striping: MUTCD/ITD-compliant for the segment.
11. Full potable Waterline design.
12. Force main Replacement on Superior to the new lift station. This design is already complete. This scope assumes the completed design can be added to Welch Comer construction documents.
13. Traffic Control plans
14. Includes 100% design of the council-selected intersection control at First & Superior (see Task F).
15. Wayfinding:
- a) Refine dimensions, layouts, messaging, map content, materials, finishes, and proposed locations.
 - b) Develop construction, mounting and installation approaches suited to the site conditions, supported by technical design drawings and a sign schedule.
 - c) Confirm sourcing, lead times, identify any outside engineering, permitting, or site work required, and prepare a formal fabrication and installation estimate.
 - d) Fabrication and installation are not part of this scope. However, Trademarks design assumes Trademark will be the eventual fabricator & installer of the signing materials.
16. Right of Way Survey:
- a) Total Ownership Map: Prepare ownership plans in accordance with ITD 0131 Plans Essential Requirements Checklist
 - b) Right of Way Plans preparation: Prepare right of way plans in accordance with ITD 0131 Plans Essential Requirements Checklist. A Survey control sheet depicting project control, monuments and coordination system information will also be included in the plans. As part of the right of way plans, we will order up to 5 title reports on the properties we anticipate easements will be acquired on.
 - c) Legal description and exhibit preparation: Prepare legal descriptions and exhibits in accordance with ITD 0130 Legal Description Essential Requirements Checklist. 5 are anticipated.
 - d) Right of Way plan Submittal: Prepare initial submittal package consisting of Total Ownership Plans, Right of Way plans, legal descriptions and exhibits and other supporting documents.
 - e) Preliminary Right of Way Staking: Provide preliminary staking along the new right of way acquisition. Staking will consist of hub and lath set at the limits of the acquisition. 5 parcels are anticipated.
 - f) Set Monuments: Set survey monuments with PLS Cap at the extents of the easement acquisition.
 - g) Prepare Record of Survey: Prepare and record a record of survey drawing.

Deliverables:

- Design Plans, Specifications and Construction Estimate at 60% and 100%
- Total Ownership Map
- Right of Way Plans
- Abbreviated Roadway Materials Report
- Stormwater Calculations Report
- Intersection Control Evaluation (ICE)
- Utility Plans

Task F — First & Superior Intersection: Workshop, and 30% Superior Street Design

F.1 — Alternatives Development & Council Workshop

Amend the traffic memo to include up to three (3) options for presentation. It is anticipated the options will be:

1. Concept 1 - Roundabout
2. Concept 2 – Maintain Primary Geometry
3. Concept 3 – Maximize Intersection Performance

Note: These options were presented to the City Council on 8/26/26

WC team facilitates one (1) City Council workshop presenting the options with planning-level cost, pros/cons, and corridor/ROW implications. The workshop is scoped to produce a recommended direction and a Council straw-poll; formal selection to be confirmed at a subsequent regular Council action.

F.2 – 30% Superior Street Concept

Complete 30% Concept of Superior Street typical cross-section improvements, including extension of proposed multi-use path and connection to existing pedestrian facilities. Concept design shall conform to City's Strategic Plan and Multimodal Transportation Master plan. Concept cross section for Superior shall be used as basis of design for 100% Superior and First intersection design. The concept design limits are defined by the westerly parcel line of PIN #:RPS39720000002AA and extend to the East, ending at the Highway 95 Exit(s).

Deliverables: (1) 11x17L 30% Concept Plan View with (1) 11x17L 30% Concept Typical Section.

Task G — Additional Public Engagement

1. Fourth (4th) TAG meeting (amends 2.4): up to 3 hours, 1 JUB + 1 GGLO + 2 WC staff.
2. Third (3rd) community open house (amends 2.5): 1 JUB + 1 GGLO + 2 WC staff; Owner coordinates time/location.

Deliverables: additional TAG agenda/minutes; additional open-house display boards and feedback summary.

**Exhibit B
Amendment 2
City of Sandpoint
Phase 3 Downtown Revitalization
Payment**

Payments to Engineer for Services:

City shall pay Engineer for the services identified herein the following amounts for each phase:

PHASE	DESCRIPTION	COMPENSATION	PAYMENT TYPE
A	Federal Project Admin & LHTAC Coordination	\$ 28,600	Hourly
B	Environmental/NEPA & Permitting	\$ 147,500	Hourly
C	Cultural Resources/Section 106	\$ 29,500	Hourly
D	Design Standard Conversion to ITD	\$ 73,900	Hourly
E	Design Phase: Lake to Superior (30% - 100%)	\$ 511,100	Hourly
F	First & Superior Workshop & 30% Superior Concept Design	\$ 67,600	Hourly
G	Additional Public Engagement	\$ 31,000	Hourly
	TOTAL	\$889,200	

1. An amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and Engineer's Consultants' charges, if any. The Engineer may allocate and shift hours among project tasks, work elements, or subtasks as deemed appropriate to best accomplish the intent of the Project. Engineer may alter the distribution of compensation between individual phases of the work to be consistent with services actually rendered but shall not exceed the total estimated compensation amount unless approved in writing by Owner.
2. The Standard Hourly Rates charged by Engineer constitute full and complete compensation for Engineer's services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include Reimbursable Expenses or Engineer's Consultants' charges.
3. Engineer's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this as Appendices 1 and 2.

Appendix 1 - Standard Hourly Rates Schedule

A. *Standard Hourly Rates:*

Standard Hourly Rates are set forth in this Appendix 1 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit. The Standard Hourly Rates Schedule will be adjusted annually to reflect equitable changes in the compensation payable to Engineer per Exhibit C.

The Standard Hourly Rates apply only as specified in Article C2.

B. *Schedule:*

Hourly rates for services performed on or after the date of the Agreement are:

Special Services	\$275.00/hour
Special Services – Accounting	190.00/hour
Expert Witness	300.00/hour
Public Involvement Specialist	125.00/hour
Principal Engineer III	310.00/hour
Principal Engineer II	295.00/hour
Principal Engineer I	260.00/hour
Construction Services Manager	250.00/hour
Construction Services Project Manager	160.00/hour
Sr. Project Manager	240.00/hour
Project Manager	215.00/hour
Engineer VII	270.00/hour
Engineer VI	215.00/hour
Engineer V	200.00/hour
Engineer IV	185.00/hour
Engineer III	165.00/hour
Engineer II	155.00/hour
Engineer I	145.00/hour
Engineering Assistant	80.00/hour
Sr. Engineer Tech III	150.00/hour
Sr. Engineer Tech II	145.00/hour
Sr. Engineer Tech I	130.00/hour
Engineering Technician	118.00/hour
Environmental Scientist	130.00/hour
Survey Manager	255.00/hour
Professional Land Surveyor II	205.00/hour
Professional Land Surveyor I	200.00/hour
Crew Chief II	150.00/hour
Crew Chief I	135.00/hour
Crew Member	118.00/hour
Survey Technician II	135.00/hour
Survey Technician I	130.00/hour
GIS Manager	165.00/hour
GIS Technician II	130.00/hour
GIS Technician I	115.00/hour
Engineering Designer I	155.00/hour
CAD Technician IV	145.00/hour
CAD Technician III	125.00/hour
CAD Technician II	120.00/hour
CAD Technician I	115.00/hour
Sr. Project Administrator	130.00/hour
Project Administrator	110.00/hour
Sr. Administrative Assistant	90.00/hour
Administrative Assistant	80.00/hour
No Charge Services	0.00/hour

Appendix 2 - Reimbursable Expenses Schedule

Reimbursable Expenses will be adjusted annually to reflect equitable changes in the compensation payable to Engineer per Exhibit C. Rates and charges for Reimbursable Expenses as of the date of the Agreement are:

Letter/Legal Size Copies/Impressions (B/W)	\$0.10/page
Double Sided Letter & Legal Size Copies/Impressions (B/W)	\$0.13/page
Double Sided Letter & Legal Size Copies/Impressions (Color)	\$0.99/page
Ledger Size Copies/Impressions (B/W)	\$0.20/page
Double Sided Ledger Size Copies/Impressions (B/W)	\$0.25/page
Double Sided Ledger Size Copies/Impressions (Color)	\$1.98/page
Cardstock Copies/Impressions (B/W)	\$0.31/page
Letter/Legal Cardstock Copies/Impressions (Color)	\$0.99/page
Ledger Size Copies/Impressions (Color)	\$1.03/page
Color Transparency	\$2.49/page
Plot on Paper B&W (18" x 24")	\$0.90/sheet
Plot on Paper Color (18" x 24")	\$4.50/sheet
Plot on Paper B&W (18" x 27 ")	\$0.90/sheet
Plot on Paper Color (18" x 27 ")	\$4.50/sheet
Plot on Photo Paper/Mylar (18" x 27")	\$8.25/sheet
Plot on Paper B&W (22" x 34")	\$1.80/sheet
Plot on Paper Color (22" x 34")	\$9.00/sheet
Plot on Paper B&W (22" x 36")	\$1.80/sheet
Plot on Paper Color (22" x 36")	\$9.00/sheet
Plot on Paper B&W (24" x 36")	\$1.80/sheet
Plot on Paper Color (24" x 36")	\$9.00/sheet
Plot on Paper B&W (30" x 42")	\$2.70/sheet
Plot on Paper Color (30" x 42")	\$13.50/Sheet
Plot on Paper B&W (34" x 44")	\$3.30/sheet
Plot on Paper Color (34" x 44")	\$16.50/sheet
Plot on Paper B&W (36" x 48")	\$3.60/sheet
Plot on Paper Color (36" x 48")	\$18.00/sheet
Plot on Paper B&W (36" x 120")	\$9.00/sheet
Plot on Paper Color (36" x 120")	\$45.00/sheet
Water Pressure Recorder	\$35.00/day
Mileage (auto)	Per Federal Rate
Meals and Lodging	Per Diem Rate
Mobile Lidar Scanner	\$1,500/hr
Navvis Ivion Cloud Processing	\$0.50/foot
UAV Flight	\$75/each
Drone Survey Software	\$450.00/each
Topo Feature Extraction Software	\$40.00/hour
Aerial Lidar	\$3,500/day
GPS Per Hour Billing	\$35.00/hour
GPS Per Hour Billing – Base and Rover	\$70.00/hour
Robotics Hourly Billing – 1 Man	\$70.00/hour
Digital Level	\$15.00/hour

AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS AGREEMENT effective as of November 20, 2025 ("Effective Date") between City of Sandpoint ("Owner") and Welch Comer ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows: Engineering services for Downtown Revitalization Phase 3 ("Project").

Engineer's services under this Agreement are generally identified as follows: engineering services to Infrastructure design for Downtown Revitalization Phase 3 ("Services")

Other terms used in this Agreement are defined in Article 7.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 Scope

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 General

- A. Owner shall pay Engineer as set forth in Article 4 and Exhibit B.
- B. Owner shall furnish to Engineer all existing studies, reports, and other available information pertinent to the Engineer's performance of the Services, including reports and data relative to previous transportation planning efforts.
- C. Owner shall advise Engineer of the identity and scope of services of any independent Engineers retained by Owner to perform or furnish services pertinent to the Services.
- D. Owner shall arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- E. Owner shall inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to any Site under study.
- F. Owner shall examine all alternative solutions, studies, reports, sketches, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, and other advisors or Engineers as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.

- G. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, Owner shall provide, as required for Engineer performance of its Services:
 - 1. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act, 2010, and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
 - 2. Legal services with regard to issues pertaining to the Project as Owner requires, or Engineer reasonably requests.
- H. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:
 - 1. any development that affects the scope or time of performance of Engineer's services;
 - 2. the presence of any Constituent of Concern at any Site; or
 - 3. any relevant, material defect or nonconformance in Engineer's services or Owner's performance of its responsibilities under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

- A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 Time for Completion

- A. Engineer shall complete its obligations no later than June 15, 2026. Specific periods of time for rendering services or specific dates by which services are to be completed are provided in Exhibit A.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 Invoices

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare detailed invoices of the work performed under the Scope of Services, Exhibit A, and in accordance with the terms of this Article and Exhibit B. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 Payments

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.

- B. *Failure to Pay:* If Owner fails to make payments due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:
 - 1. 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; and
 - 2. Engineer may, after giving fourteen days' written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges.
 - C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall advise Engineer in writing of the specific basis for doing so, may withhold the portion so disputed, and pay the undisputed portion subject to the terms of Paragraph 4.01.
- 4.03 *Payment for Basic Services (Hourly Rates Plus Reimbursable Expenses) and Additional Services*
- A. Using the procedures set forth in this Article, Owner shall pay Engineer for Basic Services as follows:
 - 1. An amount equal to the cumulative hours charged to the Basic Services by each class of Engineer's employees times standard hourly rates for each applicable billing class, plus reimbursement of expenses incurred in connection with providing the Basic Services (including but not limited to expenses in the categories listed on the reimbursable expenses schedule in Exhibit B) and Engineer's subconsultants charges, if any.
 - 2. The total compensation for Basic Services and reimbursable expenses shall not exceed **\$741,700** for this Project.
 - B. For Additional Services, if requested by the Owner, in writing, Owner shall pay Engineer an amount equal to the cumulative hours charged to providing the Additional Services by each class of Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services (including but not limited to expenses in the categories listed on the reimbursable expenses schedule in Appendix 1) and Engineer's subconsultants charges, if any.

ARTICLE 5 – GENERAL CONSIDERATIONS

5.01 Standards of Performance

- A. *Standard of Care:* The standard of care for all professional Consulting 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 any services performed or furnished by Engineer.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical

accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.

- C. *Engineers:* Engineer may retain such consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 5.01.A, Engineer and its Engineers may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.
- F. Engineer shall not have any construction-related duties under this Agreement. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at any Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- G. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- H. Engineer's services do not include providing legal advice or representation.
- I. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.

5.02 *Use of Documents*

- A. Owner shall retain an ownership and property interest in all Documents (including the copyright and the right of reuse at the discretion of the Owner) whether or not the Services or the Project is completed.

5.03 *Electronic Transmittals*

- A. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital

format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.

- B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

5.04 Insurance

- A. Engineer, and any other consultant retained to perform services under this Agreement, will maintain insurance coverage for General Liability, Professional Liability, and Automobile Liability and will provide certificates of insurance to Owner upon request with City of Sandpoint named as Additional insured.
 - 1. Worker's Compensation: State of Idaho Statutory Limits
 - 2. Automobile Bodily Injury and Property Damage Liability: \$1,000,000 each occurrence
 - 3. Professional Liability: Errors and Omissions: \$1,000,000
 - 4. Comprehensive Commercial General Liability: \$1,000,000 per occurrence/
\$2,000,000 aggregate

5.05 Termination

- A. *Termination:* 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 fourteen days' written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon fourteen days' written notice if the Engineer's services are delayed for more than 90 days for reasons beyond Engineer's control.
 - c. Engineer shall have no liability to Owner on account of a termination for cause by Engineer.
- B. *Termination for Convenience/Non-Appropriation:* Owner may terminate the Agreement for Owner's convenience effective upon the Engineer's receipt of written notice from Owner. Owner may terminate the Agreement in the event of loss of program funding.

- C. The terminating party may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer 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.
- D. In the event of any termination, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination.

5.06 *Controlling Law*

- A. This Agreement is to be governed by the State of Idaho. The jurisdiction/venue for any action arising out of performance of this Agreement, or interpretation of its terms and conditions, shall be in the District Court in the First Judicial District of the State of Idaho, Bonner County.

5.07 *Successors, Assigns, and Beneficiaries*

- A. Engineer and its successors, executors, administrators, and legal representatives, are hereby bound to the Owner to this Agreement, and to its successors and assigns in respect of all covenants, agreements, and obligations of this Agreement.
- B. Engineer may not 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 Owner, 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 Engineer from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
 - 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner to any Constructor, or other third-party individual or entity, or to any surety for or employee of any of them.
 - 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and not for the benefit of any other party. Any and all Documents prepared by Engineer, including but not limited to the Report to be prepared pursuant to Exhibit A, are prepared solely for the use and benefit of Owner, unless expressly agreed otherwise by Engineer.

5.08 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

5.09 *Indemnification*

- A. *Indemnification by Engineer:* Engineer shall indemnify and hold the Owner, its officials, officers, employees, agents and assigns, harmless from and/or against any and all claims,

damages, and liabilities (including reasonable attorney's fees) that may be suffered or incurred or that arise as a result of and which are caused by Engineer wrongful acts or omissions in the performance of its duties under this Agreement. This indemnification does not apply when such claims, damages, and liabilities are the result of negligent acts, errors, omissions or fault on the part of the Owner, its officials, officers, employees, agents or assigns. Nothing contained in this indemnification provision shall waive, in any manner, the limits of liability provided to the Owner specified in Idaho Code §6-901 through 6-929, known as the Idaho Tort Claims Act.

5.10 *Records Retention*

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

5.11 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

ARTICLE 6 – DEFINITIONS

6.02 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits and Appendix) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following provisions:
 1. *Additional Services*—The services to be performed for or furnished to Owner by Engineer in as may be agreed upon, in writing, throughout the Project.
 2. *Agreement*—This written contract for study and report professional services between Owner and Engineer, including all exhibits identified in Paragraph 7.01 and any duly executed amendments.

3. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.
4. *Engineers*—Individuals or entities having a contract with Engineer to furnish services with respect to this Agreement as Engineer's independent professional associates and Engineers; subcontractors; or vendors.
5. *Documents*—Data, studies, reports (including the Report referred to in Exhibit A), and other deliverables, whether in printed or electronic format, provided or furnished by Engineer to Owner pursuant to this Agreement.
6. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
7. *Engineer*—The individual or entity named as such in this Agreement.
8. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
9. *Owner*—The individual or entity with which Engineer has entered into this Agreement and for which Engineer's services are to be performed.
10. *Project*—The total undertaking to be accomplished for Owner by Engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Services to be performed or furnished by Engineer under this Agreement are a part.

ARTICLE 7 – EXHIBITS AND SPECIAL PROVISIONS

7.01 Exhibits Included

- A. Exhibit A, Scope of Services.
- B. Exhibit B, Fee Schedule

7.02 Entire Agreement

- A. This Agreement, (together with the exhibits included above) 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 written instrument duly executed by both parties.

7.03 Designated Representatives

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to the Agreement on behalf of the respective party that the individual represents.

Agreement No. A26-3170-2

7.04 Engineer's Certifications

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 7.04:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

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

Owner: CITY OF SANDPOINT

By: 
 Print name: Jeremy Grimm
 Title: Mayor
 Date Signed: 12/3/2025

Address for Owner's receipt of notices:
 1123 Lake Street
 Sandpoint, Idaho 83864

Designated Representative (Paragraph 8.03.A):

Name: Holly Ellis
 Title: Public Works Director
 Phone Number: 208-946-2087
 E-Mail Address: hellis@sandpointidaho.gov

Engineer:

By: Matt Gillis
Matt Gillis (Nov 19, 2025 11:46:12 PST)
 Print name: Matt Gillis
 Title: Vice President
 Date Signed: 11/19/2025

Address for Engineer's receipt of notices:

Designated Representative (Paragraph 8.03.A):

Name: Matt Gillis
 Title: Vice President
 Phone Number: 208-659-7261
 E-Mail Address: mgillis@welchcomer.com

This is **EXHIBIT A**, consisting of 21 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated November 20, 2025.

Engineer's Services

Article 1 of the Agreement is supplemented to include the following agreement of the parties. Engineer shall provide Basic and Additional Services as set forth below.

PROJECT DESCRIPTION

- OWNER: City of Sandpoint
- ENGINEER: Welch Comer Engineers (ENGINEER)
 - Welch Comer will be supplemented by:
 - JUB Engineers (JUB)
 - GGLO Architects (GGLO)
 - The Langdon Group (TLG)
 - Geo Engineers (GEO)
 - Environmental, Inc. (EI)
- PROJECT: Phase 3 Downtown Revitalization
- PROJECT DESCRIPTION: Infrastructure design for Phase 3 (First Ave: Church → Lake to 100%; Lake → Superior to 30%) of Downtown Sandpoint Revitalization generally includes:
 - Segment 1: Church Street to Lake Street (Full Design), depending on funding
 - Building-face to building-face reconstruction on First Avenue from Church Street to Lake Street.
 - All decorative and functional streetscape and furniture including pavers, trees, gateway elements, landscaping, public art locations, irrigation, seating, street/pedestrian lighting, festival lighting, and trash receptacles.
 - Bicycle lanes/paths, parking, and continuity to existing/planned bike facilities and routes within the downtown core.
 - Targeted utility upgrades, decorative street & pedestrian lighting, Sandpoint-owned fiber optic conduit extension from Phases 1 & 2, watermain replacement and stormwater improvements.
 - Segment 2: Lake Street to Superior Street (30% Design), depending on funding
 - Preliminary Streetscape and horizontal geometry.
 - Preliminary design of the intersection of First & Superior.
 - Preliminary investigation for stormwater improvements and treatment.

- Available funding will determine exactly how much of the corridor will be taken to 100% design.
- Considerations for supplemental funding mechanisms to supplement SURA funding – grants (LHTAC, ITD, Federal Government), Owner enterprise funds for underground utilities, and others with a schedule of due dates, pros-cons.
- **ROLES:**
 - ENGINEER: Prime/roadway, utilities (wet), storm, traffic coordination, PM
 - JUB: Traffic analysis, illumination design, private utility coordination, photometrics
 - TLG: Public involvement
 - GGLO: Streetscape, planting & hardscape, irrigation
 - Geo: Geotechnical explorations & recommendations (Base segment only).
- **DESIGN-TO-BUDGET:** Engineer will manage design scope, quantities, and specifications to align with the Owner's available construction budget. At each deliverable:
 - Update the Engineer's Opinion of Probable Cost and compare to the budget.
 - Propose value options (materials, sections, details) and bid alternates (additive/deductive) to maintain awardability.
 - Recommend phasing and staging strategies that preserve business access and minimize cost risk. Phasing will include opportunities to seek additional funding and timelines for the funding to provide guidance on which items from the concept to take through final design.

SCOPE OF SERVICES

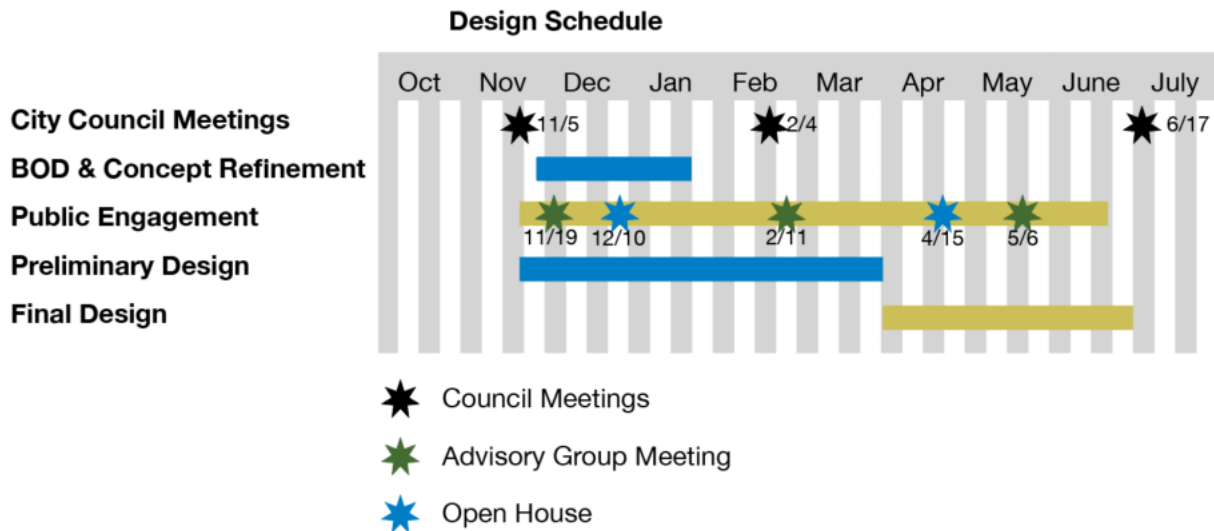
1. PROJECT MANAGEMENT & COORDINATION

1.1. Project Reporting/Project Management (ENGINEER):

The ENGINEER will maintain regular contact with OWNER's Project Manager and maintain regular coordination with OWNER staff for this project. The ENGINEER's Project Manager will be responsible for:

- 1.1.1. OWNER Communication: Maintaining regular contact with the OWNER through in-person visits, telephone/videoconference conversations, and e-mail to keep the OWNER informed of the progress of this contract.
- 1.1.2. Status Reports: Provide status reports in accordance with the Sandpoint standard reporting and invoices for work performed each month for the duration of the project.
- 1.1.3. Project Schedule: Develop, with input from the OWNER, an initial project schedule. ENGINEER will update the project schedule periodically to reflect completion and budget. Changes in scope or schedule will be monitored by ENGINEER and

communicated to OWNER. Amendments to address out of scope work or schedule modifications will be negotiated prior to the start of the additional work or implementing the schedule revision. Below is the anticipated design schedule.



Note: The schedule is DRAFT and is subject to change per input from the Owner. The Engineer will coordinate milestone touchpoints with the OWNER's Advisory Group cadence and Council actions while pursuing opportunities to compress duration where practical.

- 1.1.4. General Project Management: Coordinate design team activities so that the work is completed on schedule, meets industry standard of care, respects the public, and meets the OWNER's needs and expectations as defined in this scope of work. The project manager will provide overall project management for the ENGINEER's work elements, including coordination with the OWNER and any subconsultants or vendors.
- 1.1.5. Owner Council Meetings: Provide the Owner Council updates at three (3) regular Owner Council meetings during the design phase.
- 1.2. Kick-off Meeting (ENGINEER, JUB, TLG, GGLO):
 - 1.2.1. A Project Kick-off Meeting with Owner of Sandpoint staff will be conducted to provide the necessary basis for a successful project that satisfies the needs of the OWNER, ENGINEER, and community at large. The Project Kick-off Meeting agenda will include discussion of overall project needs, community goals, areas of responsibility, project scope, budget and commitments to decision making and schedule. It is assumed that the prime ENGINEER will be in person and the sub-consultants will either be in-person or virtual depending on the needs of their particular scope of work.
- 1.3. Assumptions:

1.3.1. Understanding Phase 3 is budget-driven, the November 15, 2023 Downtown Waterfront Design Competition will serve as general guidance for the project.

1.4. Deliverable(s):

1.4.1. Project schedule with updates as needed

1.4.2. Kick-off meeting agenda and minutes

1.4.3. Monthly progress reports and invoices

2. PUBLIC ENGAGEMENT PLAN

2.1. Prepare a Public Engagement Plan (TLG) to guide community outreach and communications throughout the project.

2.2. Prepare a concise Public Engagement Support Plan outlining project branding, communication materials, staging recommendations, and advisory/stakeholder touchpoints. The OWNER will lead implementation of the plan with support from the Engineer. The plan will:

2.2.1. Identify engagement phases and key milestones.

2.2.2. Outline stakeholder groups (residents, businesses, property owners, community organizations, developers, and others).

2.2.3. Define engagement tools and communication protocols.

2.2.4. Include a communications strategy and staging recommendations to minimize construction disruption.

2.2.5. This plan is considered a living document, to be updated throughout the project, as appropriate, to reach public participation goals.

2.3. Situational Assessment & Stakeholder Engagement (TLG)

2.3.1. Work with the OWNER to develop an interview guide, questions, and identify interest-holder interviews. Plan, schedule, and conduct up to ten (10) individual stakeholder interviews in person to understand local perspectives, priorities, opportunities, and challenges. Interviews will include a diverse cross-section of perspectives to collect a comprehensive understanding of community interests.

2.4. Technical Advisory Group Meetings (TLG/ENGINEER):

2.4.1. Coordinate with the OWNER for up to three (3) Technical Advisory Group meetings. Each TAG meeting will last up to three (3) hours and include up to one 1 TLG and 1 ENGINEER staff member. Meeting goals will include:

2.4.1.1. Present project overview and situation assessment findings and gather initial feedback.

- 2.4.1.2. Discuss project goals, objectives, key messaging and outcomes of project.
 - 2.4.1.3. Prepare for public involvement tasks.
 - 2.4.1.4. Facilitate discussion on specific elements as appropriate.
 - 2.4.1.5. Present findings of public involvement tasks and collect feedback.
 - 2.4.1.6. Identify priorities and considerations for planning specific elements.
 - 2.4.1.7. Present Draft elements, collect feedback and identify areas for refinement and/or expansion, identify strategies for implementation.
- 2.5. Community Open Houses (TLG/ENGINEER):
- 2.5.1. Support the OWNER in hosting two in-person open-house meetings. One early in design and one near final completion to solidify public support and prepare them for construction. Staffing will include up to one 1 TLG and 1 ENGINEER staffing member. It is assumed the Owner will coordinate time and location of meetings.
- 2.6. Owner Council and Commission Meetings (ENGINEER):
- 2.6.1. Provide materials and support for 3 meetings with Owner Council and/or Planning Commission during the design phase. Materials will include presentation slides, visual aids, and summaries of public input.
- 2.7. Business Owner Outreach (TLG/ENGINEER):
- 2.7.1. Assist Owner staff with one-on-one business owner meetings as needed and if requested by the Owner. This scope of work assumes a total of 5 hours for individual business owner meetings.
- 2.8. Deliverables:
- 2.8.1. December 10th, 2025 - Public Involvement Plan
 - 2.8.2. Interview guide, questions and summaries
 - 2.8.3. TAG Meeting agendas and minutes
 - 2.8.4. Stakeholder list
 - 2.8.5. Up to five (5) Open House display boards
 - 2.8.6. Summary of open house feedback
3. BASIS OF DESIGN (BOD) & CONCEPT PHASE (ENGINEER/GGLO):

This phase will review past work and establish the foundational design framework for the Downtown Revitalization Phase 3 project. The BOD will define design criteria, preliminary concepts, and key assumptions necessary to advance to 30% and 100% PS&E. This phase also conducts conceptual design on specific elements listed above to ensure alignment with Owner goals, project budget, stakeholder priorities, and lessons learned from Phases 1 and 2. Key tasks are:

3.1. Design Criteria and Assumptions

- 3.1.1. Define corridor design parameters including roadway cross-sections, materials, utilities, ADA standards, and design vehicle.
- 3.1.2. Establish assumptions for streetscape elements (lighting, furnishings, landscaping, stormwater treatment, fiber conduit).
- 3.1.3. Document approach to traffic operations, multimodal accommodations, and emergency/service vehicle access.

3.2. Develop Standard Street Cross Section (ENGINEER/GGLO):

- 3.2.1. Engage with Owner of Sandpoint staff to review Phase 2 elements of design to determine the items that are functioning well or could be improved.
- 3.2.2. Coordinate with the team establishing the downtown building design standards to ensure compatibility between those standards and the streetscape standards.

3.3. Master Plan Integration (ENGINEER/GGLO):

- 3.3.1. Align streetscape with Phase 2 standards and Downtown Waterfront Master Plan; incorporate overall design concepts, pedestrian expansions, art & heritage opportunities, and planting palette in collaboration with Kalispel Tribe. (ENGINEER) integrates with roadway/utilities. Up to two (2) alternative concept plans will be prepared for review by the Owner. We have allotted for two (2) virtual client review meetings and one (1) in person meeting with the tribe, during the Conceptual Design Phase.

3.4. Intersection Concept Design (ENGINEER/JUB):

The ENGINEER will develop intersection concept designs at the following three key downtown locations to improve safety, accessibility, traffic operations, and corridor aesthetics while supporting multimodal mobility. These concepts will be integrated into the overall First Avenue corridor design and will reflect Sandpoint's goals for a pedestrian-first, vibrant, and historic downtown.

- Bridge Street/First Avenue
- Pine Street/First Avenue
- Superior Street/First Avenue

3.4.1. Intersection Concepts (ENGINEER/JUB)

- 3.4.1.1. Review existing planning documents (Multimodal Transportation Master Plan, Downtown Streets Plan, Waterfront Visioning Report, etc.).
 - 3.4.1.2. Gather existing traffic volumes, crash history, pedestrian/bike counts, and turning movement data.
 - 3.4.1.2.1. Superior/First (AM/PM peak)
 - 3.4.1.2.2. Pine/First (12-hr)
 - 3.4.1.2.3. Bridge/First (AM/PM peak)
 - 3.4.1.2.4. Church/First (AM/PM peak)
 - 3.4.1.2.5. The traffic analysis phase will be summarized by a short memorandum (2 pages).
 - 3.4.1.2.6. Traffic counts are best taken during the summer months when traffic is at its peak. Due to schedule constraints, traffic counts will need to be taken during the winter, and the values will be adjusted to best represent summer conditions.
 - 3.4.1.3. Signal Warrant Analysis & Intersection Control Evaluation
 - 3.4.1.3.1. Evaluate a signal warrant at the intersection of First & Pine in accordance with the Manual on Uniform Traffic Control Devices (MUTCD).
 - 3.4.1.3.2. Complete a detailed Intersection Control Evaluation for the followings intersections. Include evaluation of intersection control types, a safety assessment, and consider bikes/peds.
 - 3.4.1.3.2.1. First & Bridge
 - 3.4.1.3.2.2. First & Pine
 - 3.4.1.3.2.3. First & Superior
 - 3.4.1.4. Assess design vehicle needs: Select and apply design/check vehicles that balance the OWNER's pedestrian-first goals with emergency response, delivery, and transit needs (e.g., WB-40/SU, fire apparatus), documenting curb radii, truck aprons, and loading accommodations.
- 3.4.2. Alternatives Development (ENGINEER/JUB)

- 3.4.2.1. Develop up to two preliminary concepts per intersection, addressing geometry, pedestrian crossings, bike connectivity, and stormwater integration.
- 3.4.2.2. Prepare comparative analysis of each concept including operational performance, multimodal safety, constructability, cost implications, and right-of-way needs.
- 3.4.3. Preferred Concept Selection (ENGINEER)
 - 3.4.3.1. Facilitate OWNER-led decision-making to select a preferred concept for each intersection.
 - 3.4.3.2. Present concepts at Technical Advisory Group meetings for feedback on functionality, aesthetics, and impacts.
- 3.4.4. Deliverable(s):
 - 3.4.4.1. Technical Analysis Memo
 - 3.4.4.2. Signal Warrant Analysis for Pine & First
 - 3.4.4.3. Intersection Control Evaluation for: First & Church, First & Pine, and First & Superior
- 3.5. Stormwater Analysis (ENGINEER):
 - 3.5.1. Evaluate stormwater needs and treatment opportunities only within the Phase 3 project limits (Church Street to Superior Street). The purpose of this task is to identify concept-level strategies that can be advanced into preliminary design without extending analysis or survey beyond the corridor.
 - 3.5.2. Review existing stormwater infrastructure and 2016 Stormwater Facility Plan, known pipe systems, grades, and drainage patterns within the project boundary. Concept-level opportunities for stormwater treatment, detention, or infiltration will be limited to the First Avenue corridor and adjacent streets within the design footprint. Note existing outfalls at Gunnings Alley, Boardwalk south of Bridge Street, end of Lake Street, and back of Steagar property. Basic capacity calculations will be completed using Owner furnished basin information.
 - 3.5.3. Assess feasibility based on utilities, available ROW, building face-to-face constraints, ADA requirements, surface grades, and constructability. No survey or investigation will occur outside the Phase 3 limits.
 - 3.5.4. Deliverable(s):

- 3.5.4.1. January 8, 2026: A brief memo or concept summary will document on-corridor stormwater approaches suitable for integration into 30% design. Recommendations will remain conceptual and budget-level only.

4. PRELIMINARY DESIGN

This scope of work includes design phase services for the entire length of the project (Church to Superior), understanding that the section from Church to Lake will be developed to 90% (in this phase) and the section from Lake to Superior developed to 30%, depending on available funding.

4.1. Topographic & Right of Way Survey:

- 4.1.1. **Church St to Lake St:** Topographic survey of the entire corridor with the limits being face of building to face of building. Additionally, pick up stormwater catch basins and sanitary sewer manholes outside the full topographic survey boundary to ensure an understanding of pipe slopes, materials and sizes.
- 4.1.2. **Church St to Superior Way near Iberian Way:** Topographic survey of the entire corridor with the limits being face of building to face of building. Underground piping inverts will not be obtained in this area.
- 4.1.3. Conduct records research of ITD right of way, county surveys, plats and corner records, pertinent maps will be drafted, and search coordinates established on monuments. Title reports are not included. This will only occur in the Church St to Lake St area.
- 4.1.4. Conduct monument search in the Church St to Lake St area.
- 4.1.5. Resolve right of way in the Church St to Lake St area to a level suitable for design using a combination of found monuments and record documents. Individual property lines will not be determined.
- 4.1.6. Process and prepare topographic base map.

Assumptions:

- Bonner County assessor data will be used for the right of way south of Church St.
- No Right of Way will be acquired as part of the project.
- Provide traffic control for topographic surveying of the storm and sanitary sewer manhole dips within the Church St to Lake St area,
- OWNER to prepare and execute temporary easement documents, if necessary.
- Legal descriptions are not required on temporary easement documents.
- If temporary easement documents end at property lines, the Bonner County parcel information will be utilized.

4.2. Project Coordination Meetings:

- 4.2.1. Weekly Owner Staff/Design Team Meetings: Coordinate and facilitate virtual weekly design team coordination meetings with the Owner staff for the duration of the design phase. Meetings will vary in nature and length but are intended to keep the team on task and the OWNER continually informed of the status. Meeting minutes will be generated and distributed accordingly. Minutes will record decisions, responsibility and deadlines. Average meeting time is anticipated to be 60 minutes. Only the PM and necessary team members for the agenda will be present at the meeting.
- 4.3. Wet Utility Investigation (ENGINEER) :
 - 4.3.1. Coordinate with the OWNER on locating the existing sewer services on First Avenue only. The OWNER will provide the equipment and personnel to camera existing sewer main lines to locate the sewer service locations at the main line. The ENGINEER will include that data in the base mapping.
 - 4.3.2. Building Utility Service Investigation: The ENGINEER will perform interior basement inspections of up to 15 accessible buildings (with building owner permission) to map location of water & sewer services. Also, investigate the presence of public or privately owned coal chutes, vaults, water services, sewer services, roof drains, or other items that might be visible during the basement access that appear to be under the existing sidewalk and within the public right of way. It is assumed a 30-minute inspection will be required for each building. It is also assumed the OWNER will provide contact information for all building owners and/or tenants. ENGINEER will make contacts to request permission for building access. ENGINEER will include all located wet utilities on the base mapping.
- 4.4. Potable Water Design (ENGINEER):
 - 4.4.1. Church to Lake: It is assumed the water main and all services, which were constructed in the 1940's, are to be replaced.
 - 4.4.2. Replace the existing water main, services, and all associated appurtenances.
 - 4.4.3. Hydrants requiring replacement or relocation within the project limits will be included in the design.
 - 4.4.4. It is assumed the OWNER will coordinate with affected property owners regarding potential fire line additions. Design of any new fire lines may be added through a supplemental agreement.
- 4.5. Sanitary Sewer Design (ENGINEER):
 - 4.5.1. It is assumed no sanitary sewer mainline or services design will be completed.
- 4.6. Stormwater Design (ENGINEER):

- 4.6.1. Replace stormwater mains, manholes, and catch basins on First Avenue within the project limits.
- 4.6.2. Investigate roof drains from buildings to determine how they currently connect to the stormwater system and develop plans to connect into the new storm sewer system. Make new connections accordingly.
- 4.6.3. Develop modify/improved rain-garden design based on feedback from Owner staff about the functionality of the Phase 2 system and connect overflow from the raingardens to the storm sewer system.
- 4.6.4. Where feasible, stormwater design elements will support future MS4 compliance.
- 4.7. Streetscape and Urban Design Enhancements (GGLO/ENGINEER):
 - Integrate functional and decorative streetscape elements consistent with the Phase 2 standards, the adopted Downtown Waterfront Master Plan, and the OWNER's Arts, Culture, and Historic Preservation Plan.
 - 4.7.1. Planting Design: Develop planting palettes for trees, planters, and understory vegetation, coordinating with Owner staff and (if desired) the Kalispel Tribe to incorporate heritage and native species.
 - 4.7.2. Streetscape Integration: Evaluate opportunities to implement elements of the master plan framework, including expanded pedestrian space, stormwater/green infrastructure features, and locations for public art.
 - 4.7.3. Color & Material Selection: Confirm sidewalk scoring, paver and concrete color/texture, furnishings (benches, bike racks, receptacles), and decorative elements consistent with Phase 2 while allowing for updates if materials are discontinued or need improved upon.
 - 4.7.4. Bicycle Facilities: Coordinate the design of on-street and/or protected bike facilities. Identify and detail short- and long-term bicycle parking (e.g., inverted-U, grouped racks), spacing, and protection; confirm counts and placement near generators to ensure continuous, direct bike connections and end-of-trip amenities in the core.
 - 4.7.5. Lighting & Furnishings Coordination: Work with electrical engineer to coordinate pole-mounted pedestrian lighting, banner arms, and outlets for events/holiday lighting.
 - 4.7.6. Public Art and Gateway Features: Identify potential locations for art, signage, and gateway treatments. Coordinate footing and electrical service needs to accommodate future installations. Any footing locations will be consistent with the 2021 Arts, Culture, and Historic Preservation Plan.

4.7.7. Wayfinding: Coordinate with the Owner to identify simple opportunities to extend the existing downtown wayfinding system into the project area. This will include confirming sign types, general placement, and integration with current materials and colors. The effort will focus on maintaining consistency with the established design rather than developing new themes or concepts. Coordination with the Owner and Arts Commission will occur to ensure alignment with existing standards.

4.7.8. Deliverables:

- 4.7.8.1. Streetscape and planting plans, including plant lists, locations, and installation details.
- 4.7.8.2. Detailed design of bicycle facilities and connectivity
- 4.7.8.3. Hardscape color, scoring, and materials plan.
- 4.7.8.4. Irrigation plan for poles and planting areas.
- 4.7.8.5. Streetscape integration memo with recommended design elements.
- 4.7.8.6. Exhibits and renderings illustrating the “look and feel” of the corridor for use in public outreach.

4.8. Roadway Design (ENGINEER):

- 4.8.1. First Ave Reconstruction from Church to Lake (to 90%) and from Lake to Superior (to 30%): Complete reconstruction of sidewalks, curb, and roadway on First Avenue. Includes potential geometric changes to limit southbound left turns from the beach onto First Avenue.
- 4.8.2. Demolition Plan: Provide demolition plan to delineate the limits of removal for items such as asphalt, concrete, trees, utility poles, signs, etc. Demolition plan will clearly delineate and show protection elements to be preserved and protected as part of construction.
- 4.8.3. Typical Sections: Based on the preferred layout selected and shown in the Concept Plan, complete the typical section(s) to be used on the project such as lane widths, shoulder width, side slopes, sidewalk, and curb type.
- 4.8.4. Horizontal & Vertical Alignments: Design horizontal and vertical alignments in accordance with current AASHTO standards. It is assumed the proposed vertical alignment will be very similar to existing.
- 4.8.5. Parking & Sidewalk Layout: Balance the design of parking with the sidewalks. Ensure all sidewalks and pedestrian ramps are in accordance with ADA requirements.

4.8.6. ADA Compliance: Pedestrian improvements will be in accordance with current ADA and PROWAG standards or guidelines. ENGINEER will coordinate accessibility items closely with Owner staff. A shared use path on the east side of First Avenue will be extended south within the project limits, in accordance with the Downtown Master Plan. The southern limit of this path will be planned to be extended in a subsequent phase.

4.9. Geotechnical Design (GEO):

4.9.1. Field walk to select boring locations and document existing pavement conditions.

4.9.2. Call in utility locates (811) at least 2 working days before drilling.

4.9.3. Drill up to 2 borings (5–10 ft deep or to refusal) using a truck-mounted rig.

4.9.3.1. Collect split-spoon soil samples every ~2.5 ft.

4.9.3.2. Measure pavement and base thickness where applicable.

4.9.3.3. Perform DCP tests in paved locations.

4.9.4. Conduct two downhole falling-head infiltration tests in select borings.

4.9.5. Perform lab testing on select samples:

4.9.5.1. Six sieve analyses

4.9.5.2. Six Atterberg limits

4.9.5.3. Two R-value tests

4.9.6. Provide recommendations for:

4.9.6.1. Site prep and earthwork

4.9.6.2. Structural fill and compaction

4.9.6.3. Handling unsuitable soils

4.9.7. Evaluate whether existing pavement can be rehabilitated based on thickness and condition.

4.9.8. Recommend pavement section designs (new and rehab), including subbase, aggregate, and HMA.

4.9.9. Assess feasibility of stormwater infiltration and provide design infiltration rates.

4.9.10. Prepare a draft and final geotechnical report with findings, conclusions, and recommendations.

4.10. Key Assumptions

4.10.1. Borings located in travel/turn lanes with cones/signs/flaggers for temporary lane closures.

4.10.2. All drilling completed in one business day; no restricted work hours.

4.10.3. Pavement patches to be cold-mix asphalt.

4.10.4. No cultural resource clearance or monitoring included.

4.10.5. Traffic data (for ESALs) provided by design team.

4.10.6. Pavement design will assume HMA only (no PCC evaluation).

4.10.7. Design can use AASHTO 1993 or Gravel Equivalency methods (no Pavement ME). Utilize the Owner Standard: SP3.

4.10.8. Final deliverable will be a brief Geotech report — ITD Roadway Materials Report not required.

4.11. Driveway Access (ENGINEER):

4.11.1. Most properties in the project limits are alley-loaded. The design will accommodate driveway access, where existing, in the instance that the driveways are to remain. Coordinate with the OWNER on locations where driveway widths may be reduced or combined with adjacent driveways.

4.12. Signing & Pavement Markings (ENGINEER):

4.12.1. Provide pavement marking and signing design in accordance with MUTCD.

4.13. ESCP (ENGINEER):

4.13.1. Provide temporary erosion and sediment control plans.

4.14. Utility Coordination (JUB):

4.14.1. Utility Locates and Contact Information

4.14.1.1. Call in design locates to OneCall. Utilities that choose to locate will be surveyed by ENGINEER. The OneCall will generate a list of utilities within the project footprint and will serve as the basis for utility coordination.

4.14.1.2. It is assumed that all utilities report to One-call within the corridor.

4.14.2. Utility Tracking Matrix and Utility Coordination

- 4.14.2.1. Create and maintain a utility contact matrix (excel) that will clearly delineate current utility contacts, current contact information, and will document the coordination efforts under each utility milestone. This task will largely be composed of day-to-day coordination with each utility company.

4.14.3. Initial Contact Letter

- 4.14.3.1. Prepare and deliver Initial Contact Letters via email. The letter will alert each utility company of the project goals, timeline, and will ask for utility as-built mapping and of any future plans to place utilities within the corridor.

4.14.4. Notification of Conflict Letter

- 4.14.4.1. Prepare and deliver utility Notification of Conflict Letters via email. The letter will be accompanied by an exhibit showing the utility companies' facilities and where conflicts exist requiring relocation.
- 4.14.4.2. Up to three (3) utility companies are anticipated within this scope to be impacted by the project and require relocation coordination.
- 4.14.4.3. All utilities are located within the public right of way and are subject to relocation at their own expense. No agreement coordination is anticipated.
- 4.14.4.4. No utility potholing will be required.

4.14.5. Utility Coordination Meetings

- 4.14.5.1. Host an in-person relocation Strategy Meeting with utility companies requiring relocation with the project. Minutes from these meetings will serve to hold utilities accountable to relocation strategies and timelines.
- 4.14.5.2. One (1) field meeting is anticipated.
- 4.14.5.3. The meetings will be held at the Owner offices or the project site.

4.14.6. Owner Relocation Letters

- 4.14.6.1. Once the project impacts are solidified by the ENGINEER design team, relocation letters will be drafted identifying the date relocations need to be complete and authorizing utility companies to relocate.
- 4.14.6.2. Letters will be endorsed by the Owner.

4.14.6.3. Owner relocation letters will be drafted by the Engineer, but signed by the OWNER.

4.14.7. Utility CAD Basemap

4.14.7.1. Prepare a utility base map correlating as-built mapping received by utility companies, and survey collected by ENGINEER. The base map will be used as the basis for identification of design conflicts with existing utilities.

4.14.8. Deliverables(s):

4.14.8.1. One Call Logs

4.14.8.2. Utility Tracking Matrix

4.14.8.3. Initial Contact Letter

4.14.8.4. Notification of Conflict Letter

4.14.8.5. Emailed relocation strategy summary

4.14.8.6. Owner relocation letters

4.14.8.7. Utility base map – Civil3D

4.15. 30% Roundabout Design at First & Superior (ENGINEER) (assuming roundabout is preferred)

4.15.1. Geometric Design: Develop horizontal (no vertical alignments), including entry/exit geometry, truck apron dimensions, pedestrian crossings, bicycle facilities, and ADA-compliant curb ramps.

4.15.2. Stormwater & Utilities: Design stormwater collection/treatment integrated with corridor system; coordinate with water, sewer, fiber, and dry utilities for relocations.

4.15.3. Lighting & Streetscape: Incorporate pedestrian lighting, landscaping, and space for gateway art consistent with Owner plans.

4.15.4. Traffic Control & Phasing: No traffic control will be developed for this phase.

4.15.5. Pavement & Geotechnical: Utilize geotechnical recommendations for pavement section and subgrade stabilization.

4.15.6. Signing & Marking: Prepare MUTCD-compliant signing and striping plan.

4.16. Lighting Design (JUB):

4.16.1. Run an AGI32 photometric analysis to provide tailored light coverage to the downtown corridor. The lighting memo will include point of service connections and information on the existing infrastructure. All lighting shall be Dark Skies Compliant.

4.16.2. Lighting design will be completed in accordance with standards set by the Illuminating Engineering Society and Sandpoint Owner Code.

4.16.3. Lighting standard will be selected by the Owner.

4.17. Specification/Special Provisions:

Develop project special provisions in accordance with EJCDC and ISPENGINEER contract format. It is assumed the Owner will provide the "Front End" documents during the Final Design phase.

4.18. As-Needed Structural Design (JUB/ENGINEER)

4.18.1. Structure analysis is not part of this scope of work. Should any be needed it can be added via supplemental agreement.

4.19. Permitting (EI):

4.19.1. Biological Assessment (this is shown as a separate hourly task in Exhibit B:

4.19.1.1. Preliminary Research/Project Coordination. Complete preliminary research for the project coordination. Preliminary research will include agency coordination and verification of current regulatory requirements with Owner, state and federal agencies; review of aerial photographs; review of topographical maps; and review of the United States Fish and Wildlife (USFWS) IPaC information.

4.19.1.2. Onsite Investigation: Conduct an onsite investigation.

4.19.1.3. Draft and Final Biological Assessment.

4.19.1.4. Environmental Inc. will complete one draft and one final Biological Assessment.

4.19.1.5. Assumptions:

4.19.2.5.1. Welch Comer will provide a written project description, a site plan showing the proposed work and description of any applicable BMP's.

4.19.2.5.2. No work will occur within or below the ordinary high water mark.

4.19.2.5.3. Formal consultation with the USWFS will not be needed.

4.19.2.5.4. Idaho Department of Environmental Quality (DEQ)
Construction Stormwater General Permit (SWPPP/NOI).

4.20. Grant and Funding Support (ENGINEER):

4.20.1. The ENGINEER will provide supporting documentation to assist the OWNER in pursuing and managing supplemental project funding. This includes preparing graphics, concept-level cost estimates, schedules, and narrative descriptions suitable for inclusion in one grant application (e.g., CDBG, state, or federal programs). The ENGINEER will also coordinate with Owner staff to ensure design milestones and cost estimates align with grant requirements and provide responses to funding agency questions as needed.

4.20.2. Deliverables:

4.20.2.1. Concept graphics and exhibits tailored for one funding application

4.20.2.2. Opinion of Probable Cost (summary format) suitable for submittal

4.20.2.3. Narrative descriptions of project scope, schedule, and benefits

4.20.2.4. Responses to grant-related technical questions

4.21. Phasing and Construction Staging (ENGINEER)

4.21.1. The ENGINEER will develop phasing and construction staging recommendations for Phase 3 of the Downtown Revitalization Project. Staging will balance three primary objectives:

4.21.1.1. Public Input: Incorporate feedback from business owners, stakeholders, and the community to minimize disruption and maintain access to businesses, parking, and pedestrian routes during construction.

4.21.1.2. Available Budget: Align construction phasing with the OWNER's funding capacity, identifying base scope work and potential additive alternates or deferred phases if needed.

4.21.1.3. Constructability and Safety: Ensure safe traffic control, pedestrian access, and utility sequencing throughout construction.

4.21.2. The ENGINEER will prepare graphics and written narratives to illustrate potential phasing strategies, review them with the Owner and advisory groups, and incorporate preferred approaches into the Basis of Design and subsequent plan sets.

4.21.3. Deliverables:

- 4.21.3.1. Draft and final construction staging recommendations
- 4.21.3.2. Phasing exhibits for Owner and public review
- 4.21.3.3. Documentation of phasing considerations included in Basis of Design Report and PS&E

4.22. Construction Traffic Control (ENGINEER):

- 4.22.1. Provide traffic control, any detour/diversion plans, in accordance with MUTCD requirements.

4.23. Construction Specifications (ENGINEER/JUB/GGLO):

- 4.23.1. Develop contract specifications and special provisions in accordance with Owner of Sandpoint and ISPENGINEER formats. Specifications will only be provided with the 90% submittal.

4.24. Construction Cost Estimate (ENGINEER):

- 4.24.1. Provide ENGINEER's opinion of construction cost based on recent industry pricing and the ENGINEER's understanding of the bidding environment at 30% & 90%.

4.25. Quality Control & Revisions:

- 4.25.1. The compiled Preliminary Design will be reviewed in-house. This review will be performed with the ENGINEER's senior staff, as determined appropriate by the ENGINEER. Any necessary modifications to the Preliminary Design package will be made based on the ENGINEER's in-house review of the design package.

4.26. Preliminary Design Submittal/Review:

- 4.26.1. Submit copies of the Preliminary Design package to the OWNER for review at preliminary design. It is assumed the OWNER's review time will take three (3) weeks.
- 4.26.2. The ENGINEER will attend the design review meetings with Owner staff to gather the OWNER's design review comments at each milestone. The ENGINEER will review, and address comments received during the review.

4.27. Deliverable(s):

- 4.27.1. February 6th, 2026- 30% Submittal: Plans and engineer's estimate.
- 4.27.2. March 27th, 2026- 90% Submittal Plans, special provisions, and engineer's estimate.

5. FINAL DESIGN

5.1. Final Design Plans:

- 5.1.1. After acceptance by OWNER of the Preliminary Design Phase documents and revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, but subject to any OWNER directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from OWNER, ENGINEER shall revise and finalize construction drawings.
- 5.2. Bid Strategy:
 - 5.2.1. To provide the Owner with flexibility of award (awardability):
 - 5.2.1.1. Include additive items (e.g., extended limits, upgraded finishes, extra furnishings).
 - 5.2.1.2. Include deductive items (e.g., segment reductions, alternate materials, simplified details).
 - 5.2.1.3. Package long-lead or price-volatile items to reduce supply risk (substitutions pre-approved where practical).
- 5.3. Prepare Bidding Documents:
 - 5.3.1. Based on the above acceptance, direction, and authorization, prepare final Bidding Documents (special provisions & construction drawings) indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
- 5.4. Final Construction Cost Estimate:
 - 5.4.1. Advise OWNER of any adjustments to the opinion of probable Construction Cost and any adjustments to Total Project Costs known to the ENGINEER.
- 5.5. Final Design Submittal:
 - 5.5.1. Submit one (1) final copy and one (1) electronic copy of the bidding Documents and revised opinion of probable construction cost to the OWNER.
- 5.6. Stormwater Pollution Prevention Plan (ENGINEER):
 - 5.6.1. Prepare a stormwater pollution prevention plan in accordance with the most recent DEQ/EPA Construction General Permit. This includes a biological assessment for stormwater discharges to Sand Creek. Because no federal funds are anticipated to be used for construction, the BA will only be related to the federal nexus of the Construction General Permit (CGP) and construction stormwater. No federal funding is assumed for construction; however, if a federal nexus arises (grant, authorization, or permit), ENGINEER can provide optional services for cultural resources (Section 106/SHPO), ESA consultation, or additional federal environmental documentation, via amendment.

5.7. Assumptions

- 5.7.1. Computer modeling of underground storm or sewer will not be completed.
- 5.7.2. The Idaho Construction General Permit does not require National Historic Properties screening or coordination/review by SHPO. Though buildings within Sandpoint Downtown are on the National Register of Historic Places, a cultural resources report is not included in this scope of work because no federal funds are proposed for the project.

5.8. Deliverable(s)

- 5.8.1. Final Construction Plans
- 5.8.2. Final Special Provisions
- 5.8.3. Final Engineer's Estimate of Probable Cost
- 5.8.4. Electronic copies of Plans, Special Provisions, and Estimate
- 5.8.5. Stormwater Pollution Prevention Plan
- 5.8.6. Deliverable by June 12th, 2026

6. GENERAL MANAGEMENT RESERVE BUDGET

- 6.1. The ENGINEER will provide on-call professional services on an hourly, as-needed basis to support the successful delivery of the Downtown Phase 3 project. These services are intended to address unanticipated needs, refinements, or supplemental tasks that arise outside the defined scope of work.

7. BID PHASE SERVICES

- 7.1. Bid Phase Services may be added via supplemental agreement.

8. CONSTRUCTION PHASE SERVICES

- 8.1. Construction Phase Services may be added via supplemental agreement.

**EXHIBIT B
FEE SCHEDULE**

Payments to Engineer for Services:

Owner shall pay ENGINEER for the services identified herein the following combination Lump Sum and Hourly amounts for each phase:

North Project

Task	Description	TOTALS	Payment Type
1	Project Management	\$ 70,300	Hourly
2	Outreach	\$ 40,000	
3	BOD/Concept	\$ 31,900	
4	Prelim Design - Road	\$353,000	
4	Prelim Design - Water	\$ 15,900	
5	Final Design - Road	\$ 73,900	
5	Final Design - Water	\$ 9,300	
6	General Reserve Fund	\$ 30,000	
7	Biological Assessment	\$ 3,500	
	Total	\$627,800	

South Project

Task	Description	TOTALS	Payment Type
1	Project Management	\$ 17,600	Hourly
3	BOD/Concept	\$ 8,000	
4	Prelim Design (30%)	\$ 88,300	
	Total	\$113,900	

Grand Total (NTE)	\$741,700
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HOURLY

1. An amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and Engineer's Consultants' charges, if any. The Engineer may allocate and shift hours among project tasks, work elements, or subtasks as deemed appropriate to best accomplish the intent of the Project.
2. The Standard Hourly Rates charged by Engineer constitute full and complete compensation for Engineer's services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include Reimbursable Expenses or Engineer's Consultants' charges.
3. Engineer's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this as Appendices 1 and 2.

Monthly Progress Payments

Partial payments shall be made upon request of the ENGINEER to cover the percentage of work completed and are not to be more frequent than monthly.

No: 25-048
Date: December 3, 2025

RESOLUTION
OF THE CITY COUNCIL
CITY OF SANDPOINT

TITLE: REQUEST TO AWARD PROFESSIONAL SERVICES AGREEMENT FOR DOWNTOWN REVITALIZATION PHASE 3

WHEREAS: On November 15, 2023, City Council adopted the Downtown Waterfront Design Competition Stage 3 Design Report, recommending improvements to First Avenue to support new development and improve multimodal access;

WHEREAS: The City of Sandpoint is now set to commence the design phase for Phase 3 of the Downtown Revitalization project aligning with the Downtown Streets Plan and Design Guide, the Multimodal Transportation Master Plan, and the Comprehensive Plan with the key objectives to enhance downtown connectivity, improve multimodal infrastructure, and support economic growth;

WHEREAS: On August 15, 2025, the City issued a Request for Qualifications (RFQ) to engage a design consultant and with two Statements of Qualifications received and evaluated using the published criteria and following review, staff selected and negotiated a contract with the highest-scoring firm, Welch Comer & Associates, LLC, in accordance with Idaho Code § 67-2320 (Qualifications-Based Selection);

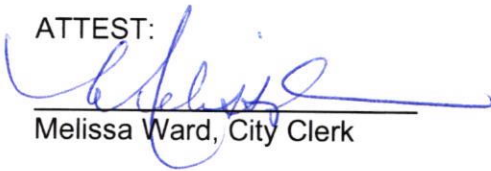
WHEREAS: The proposed agreement covers design services only and excludes bidding, construction administration, management, and inspection, which may be added by supplemental agreement at a later date; and

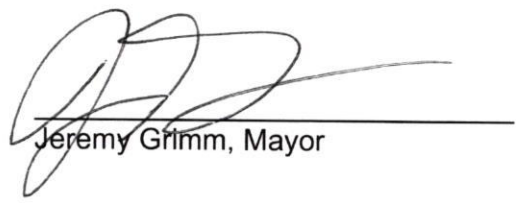
WHEREAS: Design services are funded primarily by the Sandpoint Urban Renewal Agency (SURA), with cost participation from the City's Water Fund and General Fund to support utility design elements but the City may pursue supplemental funding through the Idaho Community Development Block Grant (ICDBG) Downtown Revitalization Program, LHTAC, ITD, or other state and federal sources for construction and public amenities.

NOW, THEREFORE, BE IT RESOLVED THAT: City Council hereby approves the Professional Services Agreement with Welch Comer & Associates, LLC, in the amount of \$741,700, a copy of which is attached hereto and made a part hereof as if fully incorporated herein.

BE IT FURTHER RESOLVED THAT: As set forth in the Procurement Process and Signature Authority Policy for Goods, Services, and Construction and further outlined in the City of Sandpoint Procurement Policy, on behalf of the City, the Mayor or his designee is hereby authorized to execute this agreement.

ATTEST:


Melissa Ward, City Clerk


Jeremy Grimm, Mayor

This is **EXHIBIT K**, consisting of [1] pages, referred to in and part of the **Agreement between Owner and Consultant for Professional Services** dated [11/20/2025].

AMENDMENT TO OWNER-ENGINEER AGREEMENT Amendment No. 1

The Effective Date of this Amendment is: 06/15/2026.

Background Data:

Effective Date of Agreement:	11/20/2025
Owner:	City of Sandpoint
Engineer:	Welch Comer
Agreement Number:	A26-3170-2
Project:	Downtown Rev. Phase 3 Engineering Design Services

Nature of Amendment:

 XX Modification to Schedule of Services

Description of Modifications

Modifications to the original Agreement is as follows:

Article 3, paragraph 3.02 A, delete in its entirety and replace with the following:

Engineer shall complete its obligations no later than **December 30, 2027**. Specific periods of time for rendering services or specific dates by which services are to be completed are provided in Exhibit A.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:

ENGINEER:

By:


Holly Ellis (Jul 10, 2026 13:00:22 PDT)

By:


Matt Gillis (Jul 10, 2026 12:02:58 PDT)

Print

name: Holly Ellis

Print

name: Matt Gillis

Title:

Public Works Director

Title:

Vice President

Date Signed:

07/10/2026

Date Signed:

07/10/2026

Exhibit K – Amendment to Owner-Engineer Agreement.

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.



AGENDA REPORT

City Council Meeting

TODAY'S DATE: September 29, 2026

MEETING DATE: October 7, 2026

TO: MAYOR AND CITY COUNCIL

FROM: Rachel McKinley, Project Manager

SUBJECT: Approval to Submit an Application for Idaho Department of Environmental Quality's Sewer Overflow and Stormwater Planning Grant FY27 - Updating the 2016 Stormwater Facilities Plan project

BACKGROUND:

The City of Sandpoint's 2016 Stormwater Facilities Plan identifies stormwater infrastructure needs and improvements to address runoff, flooding, and water quality. The Plan was never adopted and is now outdated. An update is needed to evaluate current conditions, prioritize improvements, and address future stormwater management needs. This Plan, however, was never adopted and now is out of date.

Federal Aid: Sewer Overflow and Stormwater Planning Grant

The Idaho Department of Environmental Quality (DEQ) administers the State Revolving Fund (SRF), which obligated Bipartisan Infrastructure Law (BIL) funding for drinking water and wastewater systems. DEQ is offering additional funding opportunities under the SRF such as the Sewer Overflow and Stormwater Planning Grant (OSG).

The OSG is intended to address planning needs to address sanitary sewer overflows and municipal stormwater improvements for small (population under 10,000) or disadvantaged communities. The grants cover 50% of eligible project costs, with recipients responsible for the remaining 50%.

Projects must follow all applicable DEQ's program requirements and federal design, procurement, and documentation requirements for the grantee to remain eligible for federal reimbursement.

On January 7, 2026, Council authorized staff to submit a Letter of Interest for the Sewer Overflow and Stormwater Planning Grant 2027 of up to \$100,000 to DEQ for Updating the 2016 Stormwater Facilities Plan project (Resolution 26-004).

On July 1, 2026 the City of Sandpoint received a letter inviting the City to apply for \$60,000 in grant funding available for the project.

DESCRIPTION:

This project will update the 2016 Stormwater Facilities Plan to evaluate existing and future stormwater issues, prioritize infrastructure improvements, and prepare for future Municipal Separate Storm Sewer Systems (MS4) permit requirements.

The FY27 Adopted Annual Budget includes funding to update the Plan and provide the required 50% local match.

Upon Council approval, staff will complete and submit the grant application by October 31, 2026.

STAFF RECOMMENDATION:

Authorize staff to submit an FY27 Sewer Overflow and Stormwater Planning grant application to the Idaho Department of Environmental Quality requesting up to \$60,000 to update the 2016 Stormwater Facilities Plan.

ACTION:

Move to authorize staff to submit an FY27 Sewer Overflow and Stormwater Planning grant application to the Idaho Department of Environmental Quality requesting up to \$60,000 to update the 2016 Stormwater Facilities Plan.

WILL THERE BE ANY FINANCIAL IMPACT? Yes **HAS THIS ITEM BEEN BUDGETED?** N/A

ATTACHMENTS:

1. Proposed Resolution
2. DEQ's FY2027 Grant and Loan LOI Brochure
3. SRF Customer Handbook

LINKS:

1. 2016 Stormwater Facilities Plan 2021 <https://www.sandpointidaho.gov/media/3566>

No: 26-
Date: October 7, 2026

RESOLUTION
OF THE CITY COUNCIL
CITY OF SANDPOINT

TITLE: APPLICATION SUBMITTAL FOR A FY27 SEWER OVERFLOW AND STORMWATER PLANNING GRANT TO UPDATE THE 2016 STORMWATER FACILITIES PLAN.

WHEREAS: The City of Sandpoint's 2016 Stormwater Facilities Plan identifies stormwater infrastructure needs but was never adopted and is now outdated;

WHEREAS: The City needs to update the Plan to evaluate current stormwater conditions, prioritize infrastructure improvements, and address future stormwater management and MS4 permit requirements;

WHEREAS: The Idaho Department of Environmental Quality ("DEQ") has invited the City to apply for up to \$60,000 through its FY27 Sewer Overflow and Stormwater Planning Grant program;

WHEREAS: On January 7, 2026, the City Council authorized submission of a Letter of Interest for this project pursuant to Resolution No. 26-004;

WHEREAS: The FY27 Adopted Annual Budget includes funding for the project and the required local match; and

WHEREAS: The grant application is due to DEQ by October 31, 2026.

NOW, THEREFORE, BE IT RESOLVED THAT: City Council authorizes staff to submit an FY27 Sewer Overflow and Stormwater Planning Grant application to the Idaho Department of Environmental Quality requesting up to \$60,000 to update the 2016 Stormwater Facilities Plan.

Jeremy Grimm, Mayor

ATTEST:

Meri Jane Bohn, City Clerk



FISCAL YEAR 2027 GRANT AND LOAN FUNDING OPPORTUNITIES

Grants and Low-cost Loan Funding for Idaho's Drinking Water and Wastewater Needs

STATE REVOLVING FUND (SRF) **LOANS**

- Provide low-interest funding for up to 100% of project costs to design and construct new or improve existing drinking water and wastewater facilities.
- Offer below-market interest rates, with **average rates under 2%.**
- Keep repayment money in the state, which is used to fund more projects for Idaho's communities.

SRF's below-market interest rates can save communities money. In fiscal year (FY) 2026, DEQ's favorable loan terms saved Idaho communities over \$52 Million.



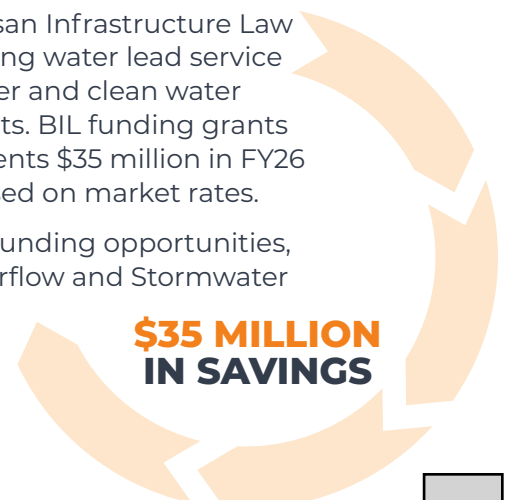
PLANNING **GRANTS**

- Provide funding for preparing facility planning documents to upgrade and improve existing drinking and wastewater systems or construct new systems.
- Cover 50% of eligible costs. Grant recipients providing the other half.
- Provide funding for environmental reviews if grantees plan on seeking federal funding.

SUPPLEMENTAL **FUNDING**

DEQ obligated Bipartisan Infrastructure Law (BIL) funding for drinking water lead service lines and drinking water and clean water emerging contaminants. BIL funding grants and loans saved recipients \$35 million in FY26 compared to loans based on market rates.

DEQ offers additional funding opportunities, such as the Sewer Overflow and Stormwater Planning Grant (OSG).



APPLICATION PROCESS

1

DEQ invites communities to submit a letter of interest (LOI) detailing their need for funding mid-October. Completed **LOIs are due in January.**

2

DEQ rates responses and develops a ranked priority list for public comment and board approval.

3

The highest rated projects for which funding is available **July 1st** are invited to submit a grant or loan application.

Submit LOIs to
grants.loans@deq.idaho.gov
by **January 9, 2026.**



DEQ RESOURCES

DEQ Contractual Assistance

DEQ provides free technical assistance to small communities to meet the administrative requirements of grants and loans. Email grants.loans@deq.idaho.gov for technical assistance and advice.

LOI Training Opportunity

FY2027 LOI Training
November 4, 2025
2–3 p.m. MST
[Register Here](#)



Website

www.deq.idaho.gov/SRF

GRANT AND LOAN ELIGIBILITY

Drinking Water Systems:

Community water systems and nonprofit noncommunity water systems.

Wastewater Systems:

Government entities and nonprofit corporations that have authority to collect, treat, or dispose of sewage or industrial wastewater.

REGIONAL OFFICES

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HAVE QUESTIONS?

Call and discuss the issues facing your system with DEQ's regional office staff and/or your consulting engineer.

MARYANNA PEAVEY

Grants and Loans Bureau Chief
(208) 373-0122
grants.loans@deq.idaho.gov

Customer Handbook

Grants and Loans Program

State of Idaho
Department of Environmental Quality
February 2026



Prepared by

Idaho Department of Environmental Quality
Drinking Water Protection and Finance Division
1410 North Hilton Street
Boise, Idaho 83706

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DEQ, February 2026. Costs associated with this publication are available from the State of Idaho Department of Environmental Quality in accordance with Idaho Code § 60-202.

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Revision Log

The following modifications and additions have been made to this Handbook:

[illegible]

Contact Information

Please contact us with any questions. The address below applies to all contacts listed:

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Engineering and Construction

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Contact your regional DEQ office for additional project assistance

<https://www.deq.idaho.gov/regional-offices/>

Join our newsletter for our quarterly newsletter for updates, funding opportunity deadlines, virtual meetings, resources, and more!
E-mail grants.loans@deq.idaho.gov to join.

List of Attachments

Application Forms

SRF-01 – Planning and OSG Grant Application
SRF-02 – Construction Funding Application
SRF-03 – Authorizing Resolution for Grant and Loan
SRF-04 – How to Hire an Engineer
SRF-05 – Davis-Bacon Compliance Requirements for Borrowers
SRF-06 – Guidance for Registering with SAM and Obtaining a UEI Number

Disbursement Requests

PPR-01 – Planning Grant Request for Reimbursement
PPR-02 – Construction Project Request for Reimbursement
PPR-03 – Cost Eligibility Summary

State Environmental Review Process

SERP-01 – DEQ Environmental Review Procedure
SERP-02 – SERP Scoping Meeting Agenda
SERP-03 – SERP Consultation List and Resources

Engineering Resources

Plans and Specifications

ENG-01 – Drinking Water SRF Outline and Checklist for Planning Documents
ENG-02 – Wastewater SRF Outline and Checklist for Planning Documents
ENG-03 – Example - Idaho State Revolving Fund Supplemental Specifications Insert
ENG-04 – Certification of Compliance with WRRDA

Construction Management

ENG-05 – Suggested Points of Discussion for Pre-Construction Meeting
ENG-06 – Waiver Application for BABA & AIS
ENG-07 – DOL Form SF1444; Request for Additional Labor Classification

Operations and Maintenance Manual

ENG-08 – Drinking Water SRF Outline and Checklist for Operations and Maintenance (O&M) Manual
ENG-09 – Clean Water SRF Outline and Checklist for Operations and Maintenance (O&M) Manual

Green Project Reserve

GPR-01 – GPR Technical Memorandum Template
GPR-02 – Cyber Informed Engineering (CIE) Analysis Guidance

1 Introduction to Idaho's State Revolving Fund Grant and Loan Program

1.1 How to Use This Handbook

This handbook is intended to assist applicants and project owners with the Department of Environmental Quality (DEQ) State Revolving Fund (SRF) application process and execution of projects. DEQ grant and loan procedures and resources are provided to satisfy requirements found in IDAPA 58.01.22, Rules for Administration of Planning Grants for Drinking Water and Wastewater Facilities and IDAPA 58.01.12, Rules for Administration of Wastewater and Drinking Water Loan Funds. This handbook is periodically updated to reflect the most current federal and state SRF funding opportunities and requirements.

1.2 Funding Opportunities

1.2.1 Drinking Water and Wastewater Planning Grants

DEQ provides financial assistance to eligible wastewater and drinking water systems (recipients) through its planning grant program. These grant funds are used to develop facility plans to identify the most cost effective, environmentally sound method of upgrading and expanding a system to achieve and maintain compliance with state and federal standards.

The number of grants offered each year is limited to the available funding and funds are committed to the highest ranked projects. Grants provide funding for up to 50% of eligible planning costs in accordance with IDAPA 58.01.22.030.02. Funding is typically subject to a maximum amount. Typically, the maximum DEQ match amount for drinking water and wastewater planning grants is \$45,000 and \$65,000, respectively. The remaining cost, in addition to the 50% match, is the recipient's responsibility.

1.2.2 Construction Funding

Using funds in part provided by the United States Environmental Protection Agency (EPA), DEQ provides low interest loans to qualified recipients to improve their drinking water and wastewater facilities. DEQ's SRF program provides 20-year, below-market-rate interest loans that typically result in significant cost savings to recipients over the life of the project. Principal forgiveness of a portion of the loan and up to 30-year terms is also available to recipients who qualify as a disadvantaged system in accordance with IDAPA 58.01.12.021. Availability of funding varies each year and loans of up to 100% of project costs may be awarded for project planning, design, and construction.

1.2.3 Emergency Funding

DEQ typically sets aside a small amount of funding on an annual basis for emergency drinking water and wastewater situations. Systems seeking emergency funding should first call the

Grant and Loan Bureau to discuss their needs and application process. Criteria for emergency funding includes:

- The situation must be a serious and unexpected situation that requires immediate action;
- An emergency must be declared by a local, state, or national governmental entity;
- Public health must be at imminent risk;
- Emergency funding will not be used for addressing deferred maintenance issues;
- Emergency funding is used for like-kind replacement, unless the damaged infrastructure does not meet current standards. Replacement work should all be done in existing footprint of damaged infrastructure, unless such an approach would not allow the facility to meet current standards;
- Infrastructure repairs or replacements will only be made to fix the proximate cause of the emergency;
- Costs incurred for replacement prior to a loan being signed may be considered for inclusion in the loan on a case-by-case basis; and,
- Legal debt authority must be obtained if DEQ is unable to entirely meet replacement needs with principal forgiveness.

1.2.4 Lead Service Line Replacement

In 2023, DEQ received funding through the Infrastructure Investment and Jobs Act (IIJA), 2021 Pub L. No. 117-58. This Act, otherwise known as the Bipartisan Infrastructure Law (BIL), provides funding for inventory and replacement of lead service lines within a public drinking water system. This lead service line replacement (LSLR) loan funding is anticipated to be available annually over the course of 5 years (fiscal years 2023-2027) and is made available following the same processes as SRF construction loans. Recipients that qualify as disadvantaged may also qualify for principal forgiveness as a portion of the loan. The funding must be used to investigate and identify service line material as needed to update inventories or replacement of the entire lead service line or galvanized requiring replacement service line. Replacement must include the entire service line from the main to the point at which the line connects to the customer's premise plumbing. **No partial service line replacement can be funded unless a portion of the line has previously been replaced. This funding cannot be used for the replacement of solely main lines or building fixtures.** DEQ recommends that public water systems combine LSLR projects with their Drinking Water State Revolving Fund infrastructure projects when appropriate.

1.2.5 Emerging Contaminants

In 2023, DEQ received funding through the IIJA (BIL), 2021 Pub L. No. 117-58, that is specifically intended to address emerging contaminants in drinking water and wastewater systems. The grant funding has an emphasis on addressing per- and poly-fluoroalkyl substances (PFAS) but may be used for other emerging contaminants. This emerging contaminant funding is anticipated to be available annually over the course of 5 years (fiscal years 2023-2027) and is made available following the same processes as SRF construction funding. Eligible projects include planning, design, and construction of infrastructure whose primary purpose is to

address emerging contaminants. DEQ recommends that systems combine emerging contaminants projects with their SRF infrastructure projects when appropriate.

1.2.6 Reduction of Lead and Copper Exposure

In addition to the funding identified for IJJA (BIL) Lead Service Line Replacement, public drinking water systems will have access to available funding through the DWSRF principal forgiveness funds. The total amount available statewide for the year is \$500,000 for all projects that:

- Address corrosion control treatment requirements for lead; or,
- Address lead service line replacement requirements;
- Address lead bearing materials such as water mainline lead gaskets and,
- The system has triggered the requirement to implement a lead service line replacement program or other approved lead mitigation practices under the currently adopted lead and copper rule (i.e., Corrosion Control Treatment, Lead Service Line Replacement, provision of point of use for lead, or replacement of all lead-bearing materials).

Note: This funding is not the Lead Service Line Funding noted in 1.2.4.

1.2.7 Septic Tank Replacement and Repair

DEQ has partnered with Rural Community Assistance Corp (RCAC) to provide grant and loan funding to refurbish or replace individual septic systems.

Criteria for this funding includes:

- Maximum amount of assistance - \$15,000
- Residence must be in a rural area, town, or community in the state of Idaho with a population not exceeding 50,000.
- Applicants must own and occupy the home served by the septic system to be renovated or replaced.
- New home construction and septic systems serving other than the homeowner occupied dwelling are not eligible.
- Households with annual income not exceeding state's current median household income (MHI) are eligible for loan assistance.
- Households with annual income not exceeding 80% the state's current MHI are eligible for grant assistance.
- Septic system renovation or replacement must require a permit and the work must be performed by a licensed contractor.
- The homeowner's property will be encumbered by a Deed of Trust for loans and a Grant Lien Agreement for grants.
- Associated loan costs estimated not to exceed \$600, e.g., credit report, recording, and RCAC loan fee are applicant expenses and can normally be included in the loan or grant.

To apply or for information on income limits, please visit [RCAC Household Septic System Program](#) or call 1-855-979-7322.

1.2.8 Other Funding Opportunities

DEQ provides additional assistance for water quality improvements through other funding opportunities. For more information, see DEQ's website www.deq.idaho.gov/SRF.

1.3 Eligibility

1.3.1 Eligible Systems

Eligible systems are described in IDAPA 58.01.12.008 and IDAPA 58.01.22.007 and generally include the following:

Wastewater / Clean Water: Planning grants and construction funding assistance are available for counties, cities, special service districts, other governmental entities, and nonprofit corporations with authority to collect, treat, or dispose of wastewater or otherwise provide direct water quality benefits.

Additional eligibility details can be reviewed within EPA's May 2016 *Overview of Clean Water State Revolving Fund Eligibilities*. At the time of publishing this Handbook, this guidance document could be located at <https://www.epa.gov/cwsrf/overview-clean-water-state-revolving-fund-eligibilities>.

Drinking Water: Planning grants and construction funding assistance are available to public water systems as defined by IDAPA 58.01.08, Idaho Rules for Public Drinking Water Systems and summarized below:

- **Community Water System:** A public water system that serves at least 15 service connections used by year-round residents or regularly serves at least 25 year-round residents.
- **Non-community Water System:** A public water system that serves the public but does not serve the same people year-round. A non-community water system is either transient or non-transient.
 - Transient – Does not regularly serve at least 25 of the same people for more than 6 months per year (e.g., rest area or campground with its own water supply).
 - Non-Transient – Regularly serves at least 25 of the same people more than 6 months per year (e.g., a school or hospital with its own water supply).

Additional eligibility details can be reviewed within EPA's June 2017, *Drinking Water State Revolving Fund Eligibility Handbook*. At the time of publishing this Handbook, this guidance document could be located at <https://www.epa.gov/dwsrf/drinking-water-state-revolving-fund-eligibility-handbook>.



NOT ELIGIBLE:
For-profit or
privately-owned
wastewater
systems



NOT ELIGIBLE:
For-profit,
noncommunity
drinking water
systems

1.3.2 Ineligible Systems

Systems ineligible for project planning grants and construction funding are described in IDAPA 58.01.12.009 and IDAPA 58.01.22.007 and generally include the following:

- Wastewater systems that are for profit or privately owned.
- Non-community drinking water systems that are for profit.
- Systems delinquent in payment of fines, state revolving fund loans, penalties, or fee assessments due to DEQ.
- For planning grants, a system that lacks the financial capability to pay the non-grant share of a planning project.
- For construction funding, drinking water systems in significant noncompliance with any requirement of IDAPA 58.01.08 and the Safe Drinking Water Act (42 U.S.C. Section 300j et seq.) unless the funds will ensure compliance in accordance with steps outlined in IDAPA 58.01.12.008.03.
- For construction funding, drinking water systems under disapproval designation as outlined in IDAPA 58.01.08, unless funds will allow the system to return to good standing in accordance with steps outlined in IDAPA 58.01.12.008.03.

1.3.3 Eligible Costs

To qualify for DEQ's funding, costs must be directly associated with the proposed project, documented as necessary and reasonable, and not designated as ineligible in accordance with IDAPA 58.01.12.041 or IDAPA 58.01.22.032. A general summary of eligible and ineligible costs can be reviewed in *Attachment PPR-03, Cost Eligibility Summary*.

Unless preauthorized in writing by DEQ, funds may not be applied to costs incurred before a funding agreement is executed between DEQ and the recipient. The recipient should contact DEQ to discuss preauthorization and determine required supporting documentation.

Planning grant funds **cannot** be utilized for construction activities but must be used entirely to prepare a planning document that identifies the most cost-effective alternative(s) to achieve or maintain compliance. Investigation activities, such as test wells or pipeline inspections, may be considered eligible costs on a case-by-case basis with DEQ preauthorization.



NOT ELIGIBLE:

- Previously incurred costs without DEQ preauthorization
- Costs for routine sampling, or operations and maintenance

1.4 General Funding Requirements

Funding assistance that includes any portion of federal SRF funding sources must comply with the following federal requirements:

- Environmental review: All construction projects must undergo a state environmental review process.
- Prevailing wages: Federal Davis-Bacon Wage Rates apply to all contracts over \$2,000.

- American Iron and Steel or Build America, Buy America provisions (when applicable).
- Annual financial audits throughout the duration of the loan (when applicable).
- Green project reserve components (when applicable).
- Disadvantaged Business Enterprise (DBE), Minority Business Enterprise (MBE), and Women's Business Enterprise (WBE) requirements (when applicable).
- Federal Funding Accountability and Transparency Act (FFATA) reporting requirements.
- Recipients must maintain active registration with System for Award Management (SAM) (www.sam.gov) and obtain a Unique Entity Identifier (UEI) number pursuant to 2 CFR Part 25. Guidance for registering with SAM and applying for a UEI can be reviewed in *Attachment SRF-06 - Guidance for Registering with SAM and Obtaining a UEI Number*
- Single Audit Act requirements when required (see Section 5.3).

2 Funding Process

2.1 Overview

To meet federal requirements, DEQ solicits grant and loan interest from eligible systems annually. From October to a deadline in mid-January, eligible systems are invited to submit a letter of interest (LOI). DEQ then evaluates, rates, and ranks the LOIs for inclusion on the state's grant priority lists and the SRF intended use plan (IUP). Rating criteria are specified by IDAPA 58.01.12.020 and IDAPA 58.01.22.020 and focus on public health and environmental concerns, long-term viability of the system (e.g., sustainability), and the status of the system's compliance with state and federal regulations. The most recent annual LOI ranking forms and IUP are on the DEQ website www.deq.idaho.gov/SRF.

Systems on the priority list are further refined based on the applicant's readiness to proceed. The IUP, which outlines the purpose and goals of the State's drinking water and wastewater loan programs, explains how projects are selected for funding and identifies priority projects eligible for state assistance. The grant priority lists and IUP are issued for a public comment period and then approved by the Board of Environmental Quality annually, typically in May. Systems with projects on the grant priority lists and IUP are invited to apply for funding. Invitations are normally issued shortly after DEQ Board approval. Systems receiving invitations are asked to notify DEQ within 60 days regarding their intent to proceed with funding. After successful DEQ review of a complete application, a funding offer is extended to the applicant. Funding offers must be accepted within 60 days of an offer, in accordance with IDAPA 58.01.12.050.02 and IDAPA 58.01.22.050.02.

Preference is given to loan applicants that demonstrate readiness to proceed typically documented by 1) Approved facility plan, 2) Completed environmental review, and 3) Ability to incur debt. In some instances, loan funds may be used to complete a facility plan and environmental review. Upon execution of the funding offer by the applicant and DEQ, project expenses can be incurred. Figure 1 summarizes the typical annual funding process by which applicants are placed on the state's Grant Priority List and IUP.

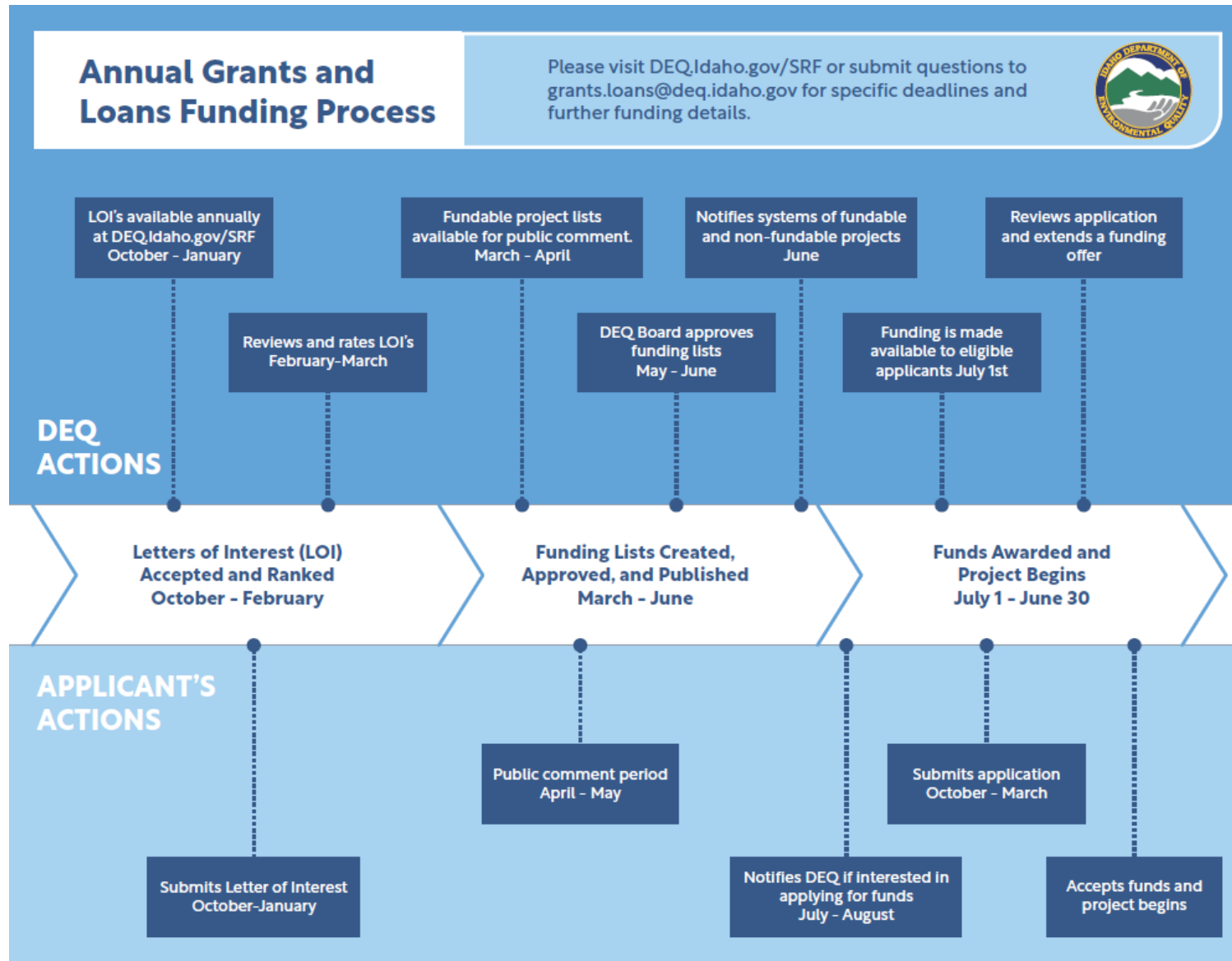


Figure 1. Annual Grants and Loans Funding Process.

2.2 Professional Engineer Selection

A crucial element for successful planning, design, and construction of a drinking water or wastewater project is employing the services of a competent professional engineer licensed in the state of Idaho. DEQ recommends recipients secure the services of an engineer as soon as practical, but no later than when they first receive the invitation to submit a grant or loan application. It may be advantageous for recipients to hire an engineer early in the process to assist in completing the LOI and application package.

Public agencies and municipalities are required to select engineering services through a qualification-based selection (QBS) process defined by Idaho Code 67-2320. The QBS process must be based on the engineer's qualifications and demonstrated competency. Disadvantaged Business Enterprise (DBE) engineering firms should be solicited as part of good faith efforts for the QBS process and reported to DEQ.

The selection cannot consider costs or fees of engineering services. After a selection is made, fees and costs can then be negotiated with the engineer. If negotiations prove unsuccessful, negotiations may be started with the next most qualified engineer.

DEQ recommends that entities not governed by Idaho Code 67-2320 (i.e., non-governmental organizations) use a competitive selection process. Additional information to satisfy QBS requirements can be reviewed in the guidance document *Attachment SRF-04, How to Hire an Engineer for Public Water System and Wastewater System Design or Modification*. Recipients should seek legal advice if they are unsure how to meet Idaho Code 67-2320 requirements.

In accordance with IDAPA 58.01.12.050.05.d and IDAPA 58.01.22.050.05.d, the selected engineer must be covered by professional liability insurance for errors and omissions in the aggregate amount of at least \$100,000 or twice the amount of the engineering firm's fee, whichever is greater, and for indemnifying services rendered for all project steps funded by DEQ, recipient, or other agency during the entire period the engineer is working for the recipient. The required professional liability insurance amount may be reduced if a written waiver request is submitted to DEQ by the recipient demonstrating that the professional liability insurance is sufficient and the waiver request is approved by DEQ.

Once the QBS process has been completed, the recipient will enter a professional services contract with the selected engineer. This owner-engineer contract should include contractual requirements, engineering fees and indirect costs, schedule of deliverables, and detailed scope of work that matches the project efforts identified in the LOI and in the grant or loan application. DEQ recommends an industry standard owner-engineer contract agreement be utilized when practical, such as the latest standards published by Engineers Joint Contract Documents Committee (EJCDC). The owner-engineer contract is reviewed by DEQ as part of the grant or loan application process.

2.3 Planning Grant Application Package Requirements

Systems that receive an invitation to apply for a planning grant must submit a completed *Attachment SRF-01, Planning and OSG Grant Application*, including all required attachments identified in SRF-01, in accordance with IDAPA 58.01.22.031.

2.4 Construction Funding Application Requirements

Systems that receive an invitation to apply for construction funding assistance must submit a completed *Attachment SRF-02 Construction Funding Application*, including all required attachments and documentation identified in SRF-02, in accordance with IDAPA 58.01.12 Sections 010 and 040.

3 Project Implementation

3.1 Planning Grant Projects

Planning grant efforts and expenditures begin with a planning grant agreement between DEQ and the recipient. The recipient has 3 years from execution of the planning grant agreement to complete the planning process unless a request for extension is submitted to DEQ in writing. The planning grant process is generally summarized by the following steps:



Technical Draft Planning Document

The recipient's engineer prepares the technical draft planning document. To facilitate compliance with DEQ requirements, the planning document should follow *Attachment ENG-01, Drinking Water SRF Outline and Checklist for Planning Documents* or *Attachment ENG-02, Wastewater SRF Outline and Checklist for Planning Documents*. The technical draft planning document is sealed, signed, and dated by the engineer and submitted to the appropriate DEQ regional office for review and approval. DEQ encourages consultation with the regional office before submittal to establish common expectations for the technical draft submittal. For details regarding submittal procedures and regional office contact information, see DEQ's website at <https://www.deq.idaho.gov/public-information/assistance-and-resources/engineering-and-development/>.

Note:

If an environmental review and public comment period is not required by the planning grant agreement, the recipient may submit a single planning document that satisfies both technical draft planning document and the final planning document requirements.



Environmental Review Process

For recipients that intend to pursue SRF or federal construction funding, an environmental review and public comment period must be completed as described below in Section 3.2. Applicants that do not intend to use SRF or federal funding for construction are not required to complete an environmental review or public comment period. However, DEQ still recommends public participation efforts as a best management practice.



Final Planning Document

The recipient formally adopts the planning document with the selected project alternative(s) and the engineer prepares the final planning document that incorporates the selected alternative(s), public comment and environmental review, if applicable, funding plan, user rate impacts, and implementation procedures. The final planning document is sealed, signed, and dated by the engineer and submitted to the appropriate DEQ regional office for review and approval.



Grant is Formally Closed

After the final planning document has been reviewed and approved by DEQ, the grant is considered complete. Final reimbursement is made and DEQ notifies the recipient that the grant has been closed.

3.2 Environmental Review and Determination

Recipients who intend to pursue SRF construction loan funding are required to conduct an environmental review in accordance with IDAPA 58.01.12.042 and 58.01.22.040. The state environmental review process (SERP) can be conducted as part of a planning grant. Most projects qualify for categorical exclusions or findings of no significant impact (FONSI). Detailed SERP procedures are provided in *Attachment SERP-01, DEQ Environmental Review Procedure* and are generally summarized by the following steps:



Scoping Meeting

When the technical draft planning document is completed or in review, the recipient contacts DEQ to discuss environmental review requirements. The recipient is encouraged to initiate the environmental review process with DEQ early in the planning document development process to identify important environmental issues, avoid delays, and discuss shared expectations. A draft agenda is provided in *Attachment SERP-02, Scoping Meeting Agenda*.



Public Meeting for Technical Draft

Recipients conduct a minimum 14-day public comment period including a public meeting prior to formal adoption of the planning document. The intent of the public meeting is to discuss the technical draft planning document to include purpose of the project, the recommended alternative, environmental impacts, and any needed mitigation measures and provide opportunity for the effected community to provide comments.

Upon completion of the public meeting and comment period, the recipient must identify the selected alternative through its legally authorized decision-making process. Documentation of that action should be included in the final planning document and retained for SERP purposes.



SERP Documentation

If it is determined in the scoping meeting that additional agency consultation and environmental documentation is necessary, then the documentation is developed after the public comment period and submitted to DEQ for review. Agency consultation lists by DEQ region and additional SERP resources are available in *Attachment SERP-03, SERP Consultation List and Resources*.



DEQ Review

The environmental documentation (when required) is submitted to the DEQ Grant and Loan Bureau to review and issue an environmental determination. DEQ reviews the potentially significant environmental impacts, environmental consequences, and mitigation efforts related to the selected project alternative(s).



DEQ Issues Final Determination

DEQ develops the environmental determination following processes in *Attachment SERP-01*. If DEQ issues a Categorical Exclusion (Cat Ex), DEQ will issue the determination and a public notice of the determination. If DEQ issues a Finding of No Significant Impact (FONSI), then DEQ will first publish a draft FONSI and hold a separate public comment period. After the public comment period, any comments will be addressed and DEQ will issue a final FONSI. Once completed, the recipient is notified by DEQ of the final environmental determination.

3.3 Construction Projects

DEQ construction funds are intended for the design and construction of drinking water and clean water infrastructure. These expenditures include, but are not limited to, engineering fees for design and bidding, legal fees associated with project review, contracts for construction, and engineering fees for construction management services. These projects generally follow the design-bid-build construction delivery method. Recipients considering alternative delivery methods of the construction project (e.g., design-build or general manager/general contractor) should reach out to DEQ early in the planning process to determine if this is acceptable and appropriate for the DEQ funded project.

3.3.1 Construction Process Overview

The process for a construction funded project is generally summarized in the steps below:



Preliminary Engineering Report

Recipient's engineer finalizes design criteria for the project in a preliminary engineering report (PER). The PER is sealed, signed, and dated by the engineer and submitted to the appropriate DEQ regional office for review and approval. In some instances, the requirements of a PER have been previously satisfied by an approved planning document and the recipient can proceed directly to development of construction plans and specifications. Consultation with the regional office prior to submittal is encouraged and can help establish what is required for each unique project.



Construction Project Manual

After DEQ approves the PER, the recipient's engineer develops the project manual, which includes construction plans, specifications, and bidding documents. The project manual is sealed, signed, and dated by the engineer and submitted to the appropriate DEQ regional office for review and approval. In accordance with IDAPA 58.01.08.12.050.05.e, the most current edition of Idaho Standards for Public Works Construction (ISPWC) is required for bidding, construction contracts, and construction standards unless the recipient has adopted DEQ-approved, acceptable public works construction standards. For guidance and optional checklists for submitting plans and specifications, see DEQ's website <https://www.deq.idaho.gov/public-information/assistance-and-resources/engineering-and-development/>. In general, the following requirements apply to the project manual:

- **Construction Plans and Specifications:** Plans and specifications must have sufficient detail to demonstrate compliance with DEQ engineering design standards of IDAPA

58.01.08, Idaho Rules for Public Drinking Water Systems and IDAPA 58.01.16, Wastewater Rules. To meet federal funding requirements, the specifications must include SRF supplemental specifications which detail the construction contract requirements associated with SRF construction funding. *Attachment ENG-03, Idaho State Revolving Fund Supplemental Specifications Insert* is provided withing the Handbook as an example because SRF requirements can change from year to year or based on the funding sources employed. The appropriate version of Attachment ENG-03 is included as an attachment to the recipient's SRF funding agreement and can be located with the funding agreement transmittal for inclusion into the project manual. Check with your local DEQ regional office if unable to locate the correct version to include in the project manual. Wastewater loan projects funded in part or whole with SRF equivalency funds (portion of SRF funds originating directly from EPA capitalization grants) may require Attachment ENG-04, Certification of Compliance with WRRDA be included in the project manual. Attachment ENG-04 is intended to certify compliance with Water Resources Reform and Development Act of 2014 (WRRDA) which requires analysis of cost effectiveness and conservation. Projects using solely recycled state SRF funds do not require Attachment ENG-04. Check with your local DEQ regional office if Attachment ENG-04 is required for your project.

- **Bidding Documents:** ISPWC bid documents, as referenced above, are required by DEQ for SRF funded projects. DEQ may review and approve alternative bidding documents on a case-by-case basis. Bidding documents must incorporate the requirements of Attachment ENG-03 referenced above and satisfy Idaho public works bidding requirements discussed below.



DEQ Review of Project Manual

DEQ conducts plan and specification review of the project manual and ultimately provides written approval for the recipient to bid the project. DEQ's approval letter details requirements that the recipient must complete prior to awarding all or part of construction contract. The recipient and engineer should review SRF conditions included in the approval letter and closely coordinate with the DEQ regional office throughout the bidding process.



Bid Advertisement

Public agencies are required to follow public works bidding requirements found in Idaho Code §§ 67-2801 through 67-2809. DEQ recommends that recipients not subject to Idaho Code §§ 67-2801 through 67-2809, such as homeowner's associations, conduct competitive bidding to secure construction contracts.



DEQ Authorization to Award

The recipient and engineer are required to submit bid documentation as described by the DEQ approval letter. Upon reviewing bid documentation, the DEQ project manager issues a letter authorizing award of the construction contract utilizing SRF funds. DEQ's award authorization letter includes conditions that direct the recipient to furnish DEQ with post-award submittals and copies of executed contract documents. The pre-construction meeting should be scheduled by the recipient to allow for DEQ to attend, and the meeting agenda should include items

outlined in *Attachment ENG-05, Suggested Points of Discussion for Pre-Construction Meeting*. In rare instances, it may be in the best interest of recipient to reject all bids. Recipient should coordinate this decision with DEQ by providing a written request to reject all bids, the rational for doing so, and verification that it satisfies public works procurement requirements of Idaho Code §§ 67-2801 through 67-2809. The DEQ project manager issues a letter providing concurrence to reject all bids and re-bid.



Construction

Prior to the start date of the construction contract, the recipient provides DEQ with a copy of the executed Notice to Proceed. The recipient's engineer provides construction management services throughout the duration of construction and coordinates with the DEQ project manager as follows:

- **Progress Meetings:** Routine construction progress meetings should be scheduled to allow DEQ the opportunity to attend. Regardless of DEQ attendance, meeting minutes are provided to DEQ.
- **Project Changes:** All Change Orders require pre-approval from DEQ prior to execution. In some instances, Work Directives and Field Orders also require pre-approval from DEQ. Early coordination with the DEQ project manager is encouraged to minimize review time and avoid delays.
- **Daily Inspection:** Construction inspection notes should be prepared by the resident project representative and made available to DEQ upon request. Daily inspection notes should be prepared in a manner consistent with industry engineering standards and defensible in a court of law.
- **DEQ Inspections:** The DEQ project manager will periodically request access to the construction site for interim project inspection purposes. The frequency of DEQ inspections is dependent on project scope and complexity. Coordination between inspections and the routine construction progress meetings is encouraged but not required.
- **Close Out:** Project close out activities are described in Section 4 below.

3.3.2 Build America, Buy America

SRF agreements funded in part or whole with SRF funds and executed after May 14, 2022, are required to comply with Build America, Buy America (BABA) provisions as required by the Infrastructure Investment and Jobs Act, 2021 Pub L. No. 117-58. These provisions expand upon AIS requirements to require that, in addition to iron and steel, all manufactured products and construction materials purchased for the project be produced in United States. Unlike AIS, only SRF equivalency funds will be required to comply with BABA. Therefore, projects using SRF recycled state funds are not required to comply with BABA while AIS will continue to be a requirement of all SRF projects. BABA projects will reciprocally satisfy AIS requirements; thus, both BABA and AIS will not be required on the same project.

The requirements of BABA will be identified within the funding agreement and *Attachment ENG-03, Idaho State Revolving Fund Supplemental Specifications Insert*. The recipient, engineer, and contractor should review BABA requirements contained in *Attachment ENG-03* and ensure

that compliance is achieved throughout the duration of the construction contract. In general, the contractor is required to maintain an on-site compliance log of all products delivered to the site and a corresponding statement of compliance from the manufacture that satisfies the requirements outline in *ENG-03*. The recipient should periodically conduct on-site inspections to review the materials compliance logs being maintained by the contractor to ascertain the completeness of the information being recorded. Certification that the project is in compliance with BABA is required by the recipient and the engineer at each reimbursement request submittal.

Recipients may be eligible for coverage under a general applicability waiver as follows:

- **Small Projects:** Recipients whose total SRF agreement is less than \$250,000 are not required to comply with BABA.
- **De Minimis Waiver:** Products (not project wide) eligible for a de minimis waiver must be considered incidental to the project and the sum of the total of the combined products does not exceed 5% of the total cost of the project. A detailed log of de minimis material shall be kept by the Contractor on site.
- **Minor (Ferrous) Components of Iron and Steel Products:** The waiver allows up to five percent of the total material cost to include non-domestically produced miscellaneous minor iron or steel components without further need for a product-specific waiver.

Note: AIS de minimis waiver considers the total material cost while BABA considers the total project cost

Project specific BABA waivers may be issued on a case-by case basis by Office of Management and Budget (OMB) in coordination with EPA for the following categories: 1) applying these requirements would be inconsistent with the public interest; 2) iron and steel, manufactured products, and construction materials are not produced in the US in sufficient and reasonably available quantities and of a satisfactory quality; or 3) inclusion of iron and steel, manufactured products, and construction materials produced in the US will increase the cost of the overall project by more than 25%.

- **Project Specific Waiver Application:** The recipient, in coordination with the contractor, may apply for a BABA waiver by submitting a complete *Attachment ENG-06 Waiver Application for BABA & AIS* to the DEQ project manager. Once the DEQ project manager determines the application is complete, a copy will be submitted by DEQ to OMB and EPA on behalf of the recipient.

Additional BABA guidance and resources can be found at EPA's website at <https://www.epa.gov/cwsrf/build-america-buy-america-baba>.

3.3.3 American Iron and Steel

Provisions of P.L. 113-76, Consolidated Appropriations Act, 2014 includes American Iron and Steel (AIS) provisions that all iron and steel products used for SRF funded projects be produced in the United States, except those for which a waiver has been issued. This requires that all manufacturing processes, including the application of a coating, must take place in the United States. The requirements of AIS will be identified within the funding agreement and *Attachment*

ENG-03, Idaho State Revolving Fund Supplemental Specifications Insert. The recipient, engineer, and contractor should review AIS requirements contained in *Attachment ENG-03* and ensure that compliance is achieved through the duration of the construction contract. The recipient should periodically conduct on-site inspections to review the materials compliance logs being maintained by the contractor to ascertain the completeness of the information being recorded. In addition, the recipient should spot-check stored iron and steel products against the log information to ensure the consistency and accuracy of the documentation.

Recipients may be eligible for coverage under a general applicability waiver as follows:

- **De Minimis Waiver:** Products eligible for a de minimis waiver must be considered incidental to the project and: (1) the sum total of the combined products does not exceed 5% of the total cost of materials for the project, and (2) any single product does not exceed 1% of the total materials cost of the project. A detailed log of de minimis material shall be kept by the Contractor on site.

Project specific AIS waivers, similar to BABA, may be issued on a case-by case basis when (1) applying these requirements would be inconsistent with the public interest; (2) iron and steel products are not produced in the US in sufficient and reasonably available quantities and of a satisfactory quality; or (3) inclusion of iron and steel products produced in the US will increase the cost of the overall project by more than 25%. A waiver application can be submitted using *Attachment ENG-06 - Waiver Application for BABA & AIS*. The recipient, in coordination with the contractor, may apply for AIS waiver by submitting the completed documentation listed in *Attachment ENG-06* to the DEQ project manager. Once the DEQ project manager determines the application is complete, a copy will be submitted by DEQ to EPA on behalf of the recipient.

Additional AIS guidance and resources can be found at EPA's website at

<https://www.epa.gov/cwsrf/american-iron-and-steel-requirement-guidance-and-questions-and-answers>

3.3.4 Davis-Bacon Wages

The Consolidated and Further Continuing Appropriations Act, 2013 (P.L. 113-6) requires that prevailing wage requirements (Davis-Bacon) apply to all construction carried out in whole or in part with assistance made available by the SRF loans for construction contracts that exceed \$2,000. The recipient's responsibilities regarding implementation of Davis-Bacon wages are included as a condition in funding agreements and can be reviewed in *SRF-05 – Davis-Bacon Compliance Requirements for Borrowers*. The requirements for contractor(s) and subcontractors are incorporated into the construction contract through DEQ's supplemental specification insert, *Attachment ENG-03*. These responsibilities and requirements should be reviewed in detail by the recipient, engineer, and contractor(s).

To meet federal grant requirements, the actual wage determination(s) that were in effect up until 10 days before close of the bids must be included in the project manual. If the construction contract is not signed within 90 days of bid opening, then the latest wage determination(s), if any, must be included in the construction contract. As of the publication date of this Handbook, the website to locate current wage determinations is www.sam.gov.

The default wage category for SRF projects is “heavy.” If another category of work is performed that exceeds 20% of the total project cost or exceeds \$2.5 million, then the project labor costs must use the additional wage category(ies) (i.e., roads, buildings, residential). If additional wage rate job classification(s) is needed, the recipient is required to submit a completed *Attachment ENG-07, DOL Form SF1444; Request for Additional Labor Classification* to the DEQ project manager. DEQ will review and submit the completed request to Department of Labor on behalf of the recipient.

Recipients have often found it advantageous to utilize the services of grant administrators who are familiar with Davis-Bacon requirements. These specialists can aid during the initial plans and specifications and through contract administration during the course of project construction. The costs for retaining grant administrators are loan eligible. As of the publication date of this Handbook, additional wage information, resources, and guidance is located <https://www.dol.gov/agencies/whd/government-contracts>.

3.3.5 Green Project Reserve

As a condition for DEQ to receive federal funds for wastewater infrastructure improvement projects, the Fiscal Year (FY) 2012 Appropriation Act (P.L. 112-74) requires that DEQ allocate not less than 10% of SRF funds to projects that address green infrastructure, water conservation, energy efficiency improvements, or other environmentally innovative activities which are commonly known as green project reserve (GPR). Each year DEQ solicits and incentivizes projects that include GPR components through the LOI process. In their LOI, applicants identify potential GPR components and associated cost estimates. These GPR components are incorporated in the funding agreements and prior to completion of the project, recipients are required to submit documentation of the actual construction costs in a GPR technical memorandum using *Attachment GPR-01 – GPR Technical Memorandum Template*. DEQ uses this information to satisfy the reporting requirements needed to maintain funding. DEQ has continued the GPR efforts to drinking water projects to encourage long-term sustainability. For assistance in developing the format and content of the GPR technical memorandum, please contact DEQ grant and loan program.

3.3.6 Cybersecurity

Cybersecurity is a critical consideration for the successful design and operation of drinking water and wastewater infrastructure. Although not explicitly required by SRF programs, DEQ incentivizes cyber-informed engineering (CIE) through the letter of interest process. CIE is a common-sense approach to making design and operational decisions that limit the consequences of cyber vulnerabilities in engineered systems. Building on traditional information technology cyber protections, CIE integrates cyber protections by proactively adding engineering design or operational controls to mitigate damage during the event of a cyberattack (Figure 2). As of the publication date of this Handbook, additional information about CIE can be found at [Idaho National Laboratories – Cyber-Informed Engineering](#).

Cyber Security IT, OT & ICS

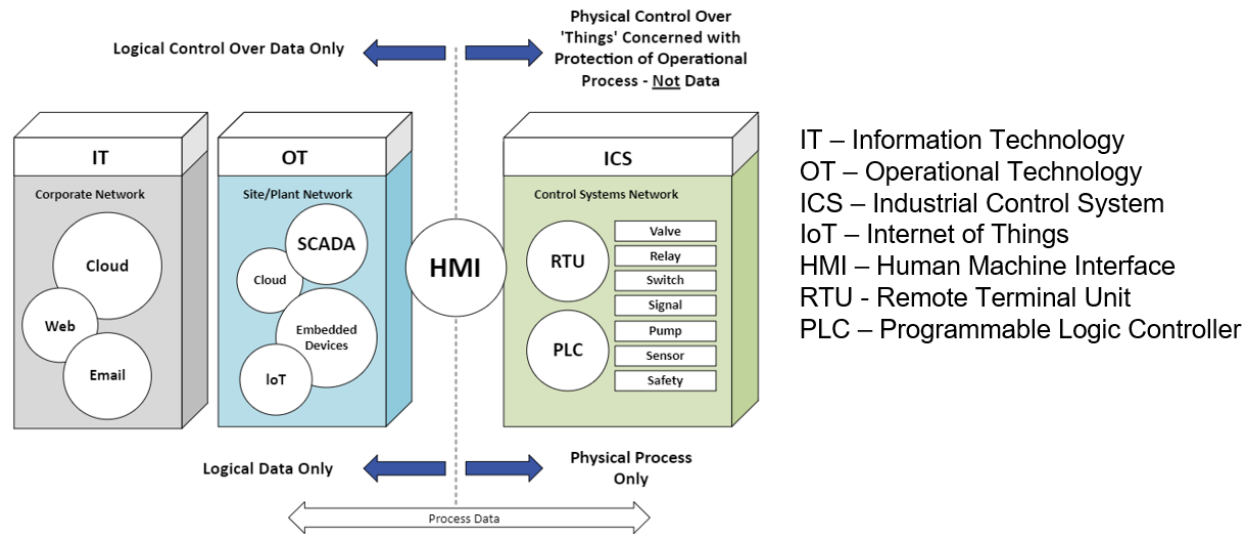


Figure 2. Cybersecurity Controls for IT, OT, and ICS.

A CIE analysis is required only when committed to by recipients in their letter of interest and is then incorporated as a requirement of the funding agreement. A CIE analysis can be part of either a planning grant or SRF construction loan. Guidance is provided in *Attachment GPR 02-Cyber Informed Engineering (CIE) Analysis Guidance*. Recipients are encouraged to begin developing the CIE analysis early in the planning and design phase of the project. For additional assistance in developing the CIE analysis, contact the DEQ grant and loan program.

3.3.7 Project Sign

DEQ does not typically require a project sign to be installed at the construction site. If a project sign requirement is not included in the funding agreement, then a project sign is optional. However, it is not uncommon for partner funding agencies to require a project of sign. If a sign is required by a different funding agency, the project sign must meet DEQ's requirements found in supplemental specification insert, *Attachment ENG-03*. Costs associated with preparing and installing the project sign are loan eligible. If you have questions regarding project sign requirements, please contact your DEQ project manager.

3.3.8 Force Account

Force account is when the recipient constructs all or part of the project utilizing its own employees instead of bidding and contracting for the project. SRF funds can be used to pay for force account labor on public drinking water and wastewater projects. However, the recipient is encouraged to consult with DEQ when considering utilizing force account on part or all of an SRF project. Several differences exist for SRF projects when using force account and generally include the following:

- Davis-Bacon: Recipients using force account labor are not required to pay Davis-Bacon wages to their own employees.

- Documentation: Force account labor needs to be documented in each reimbursement requests including at a minimum:
 - A statement of the number of hours worked/miles travelled on each date (by each employee, identified by name)
 - A certification statement that the hours and miles were related to the project, not to normal operational activities.
- Time Sheets: Force account time sheets need to be authorized by the respective city worker and a suitable system board member or city official to certify the documentation. Therefore, two signatures are necessary at the bottom of each timesheet (employee & employer).
- Reimbursement of materials that are purchased and stored as part of force account may be partially reimbursed by DEQ and the remaining cost reimbursed at time of actual installation. Reimbursement of stored materials under force account should generally follow the procedures of stored materials outlined in Section 3.3.10.

3.3.9 Equipment Procurement Procedures

For some projects it may be advantageous for the recipient to pre-purchase or pre-select project equipment or materials ahead of securing the construction contract. Some of the potential advantages of pre-procurement may include:

- Can reduce the long lead times for critical equipment and thus shorten the overall construction schedule.
- Allows the engineer to complete the design based on criteria specific to the pre-selected equipment and can thus help ensure quality of project delivery.
- Can help reduce changes or surprises during construction and thus reduce overall project costs.
- Can allow the project to be phased utilizing different funding sources while keeping the project moving forward.

Not all SRF projects are suitable for equipment pre-procurement and should be discussed with the DEQ project manager ahead of time. Equipment pre-procurement must follow public works bidding requirements found in Idaho Code §§ 67-2801 through 67-2809 for the cost-effective procurement of goods, services and public works construction. The process to obtain DEQ approval and authorization to award follows the same processes outlined above in Section 3.3.1. In general, the recipient must receive DEQ approval to advertise for bids for the procurement and then receive DEQ authorization to award the procurement contract.

Non-project specific equipment that is not permanently affixed to the project such as vehicles, inspection equipment, laptops, etc. can be considered an eligible expense if the sole purpose of the equipment is for the project and not for ongoing operation and maintenance. A common example is a dump truck or skid steer that is dedicated to the function of removing and hauling solids generated at the treatment plant which is part of a SRF funded project. Typically, these equipment purchases are completed outside of a construction contract. For non-project specific equipment to be eligible for reimbursement, the recipient should notify DEQ ahead of purchase that the following conditions will be met:

- That the equipment will be dedicated to the sole use of the facility/project receiving the funding.
- That the equipment's primary purpose isn't for operation and maintenance activities and is integral to the project for the infrastructure to function as designed.
- That procurement of the equipment is in compliance with Idaho Code §§ 67-2801 through 67-2809
- That the equipment is new (not used).

Reimbursement of non-project specific equipment follows processes described in Section 3.4 and includes equipment invoices needed to document purchase.

Cooperative purchasing mechanisms can be used to quickly procure equipment while also meeting procurement requirements found in Idaho Code §§ 67-2801 through 67-2809. For cooperative purchasing to be SRF eligible, DEQ requests that recipients provide a legal opinion that the cooperative purchase mechanism and contracting is in compliance with Idaho Code §§ 67-2801 through 67-2809 and reimbursement follows processes described in Section 3.4

3.3.10 Land Purchase or Easements for New Projects

Certain projects, such as new treatment facilities or new recycled water irrigation systems, require the purchase of land ahead of design and construction. In addition, some projects may require purchase of easements for new infrastructure such as pipelines. In these instances, land or easement purchase is an eligible SRF expense. IDAPA 58.01.12.041.04.v requires that land or easement purchase be from a willing seller. Condemnation or eminent domain mechanisms used to secure land, or easements are not SRF eligible. In addition, recipients must follow land purchase requirements specific to their jurisdiction.

The following procedures should be followed to ensure that the land purchase is a reimbursable expense:

- The land purchase should be generally in accordance with site(s) presented in the approved planning document and SERP determination. If the proposed land purchase site was not identified in the approved planning document and SERP determination, then the DEQ project manager should be contacted prior to initiating a purchase agreement as additional coordination may be required.
- Recipients should negotiate the land purchase agreement with a willing seller that is within the project budget provided by SRF funding. When appropriate, it is advisable that recipients obtain an appraisal for the land to ensure that the purchase price is within the project budget. Costs associated with an appraisal are typically an SRF eligible expense.
- As part of the purchase agreement, recipients should perform due diligence to ensure that the land is technically and operationally compatible with the proposed project. This may include geotechnical investigations, test wells, land surveys, or other necessary investigations. These investigations are typically SRF eligible expenses.
- It is advisable that the recipient coordinate with the DEQ project manager during the purchase negotiation process and provide a copy of the draft purchase agreement to

DEQ. This coordination helps ensure that DEQ's review of plans and specifications and reimbursement of the purchase price is not delayed.

- Recipients may submit a reimbursement request to DEQ for a land purchase once all due diligence elements are complete and a purchase agreement has been executed. Reimbursement requests for land purchases follow the same steps outlined in section 3.4.

3.3.11 Stored Materials

It is not uncommon for contractors to request payment for materials or equipment that have been purchased but will be installed at a later date in the project. This is often referred to as payment of stored materials and can be reimbursed by DEQ when the following conditions are met.

- The project engineer must obtain invoices or receipts from the contractor documenting the value of stored materials requested for payment.
- The project engineer must track stored materials in accordance with industry standard methods. Contractor's Application For Payment form ISPWC 00620 or EJCDC C-620 includes methods for authorizing and tracking payment of stored materials and should be utilized unless equivalent methods are employed and agreed to by the DEQ project manager.
- Stored materials must be secured and protected in a manner to ensure that the product is not damaged, or the integrity compromised. For sensitive equipment, such as filtration or mechanical systems, climate-controlled storage may be necessary and should be assessed by the engineer.
- Prior to payment for stored materials, the project engineer must inspect stored materials and document type, quantity, and condition of stored materials. Offsite storage areas must be secured to prevent potential of vandalism or theft and should be periodically inspected by the project engineer when feasible.
- Stored materials must be verified as compliant with AIS or BABA and certification letters must be secured by the project engineer prior to reimbursement.
- Reimbursement request for stored materials follow the same steps outlined in section 3.4.

3.4 Reimbursement Requests

Throughout the planning grant and SRF project process outlined above, recipients submit monthly reimbursement requests to DEQ. IDAPA 58.01.12.060.01 and IDAPA 58.01.22.060.02 require that recipients make these requests using the forms provided by DEQ, *Attachment PPR-01, Planning Grant Request for Reimbursement* or *Attachment PPR-02, Construction Funding Request for Reimbursement*. The recipient and the DEQ project

Note: Recipient should allow at least 30 business days to receive reimbursement of funds.

manager coordinate setting up reimbursement forms to match contractual expenditures of the respective grant or loan project.

Reimbursement may be requested any time after the funding agreement between DEQ and the recipient is executed. DEQ recommends that recipients submit reimbursement requests no less than once per month. Reimbursement is limited to eligible costs described above in Section 1.3.3. In accordance with IDAPA 58.01.12.060.04, supporting documentation, such as invoices, receipts, and contractor's application for payment are required to be attached to each associated reimbursement request. Reimbursement of funds are subject to DEQ determining that the recipient has complied with all agreement conditions and has prudently managed the project.

For construction project reimbursements, DEQ approval of contractor's application for payment is not required but should be provided as supporting documentation. A manufacturer's certification letter for products meeting AIS is required for materials covered under each reimbursement request. On larger projects, it is often helpful for the recipient, or their engineer, to submit a log of AIS materials that denotes products covered by each reimbursement request.

Note: Manufacturer's certification letter of BABA compliance is NOT required with reimbursement requests.

If actual construction and planning costs exceed the funding award amount, the recipient may request a funding increase in accordance with IDAPA 58.01.12.060.02, approval of which will be subject to available funding and DEQ priorities. Documentation and justification for an increase must be submitted **before** additional costs are incurred. Construction loan recipients must also demonstrate the legal ability to incur additional debt. If approved, an amended funding contract will be signed by DEQ and the recipient.

Note: Previously incurred costs without DEQ preauthorization are not eligible for reimbursement.

If actual project costs are lower than the awarded amount, DEQ reimbursements will be reduced in accordance with IDAPA 58.01.12.060.03. DEQ may conduct a final project review to determine actual eligible costs and the recipient's financial records may be reviewed by DEQ.

3.5 Termination or Suspension

IDAPA 58.01.12.080 allows for termination or suspension of a loan contract when there is a good cause. This may include, but is not limited to, activities by recipient or its agents such as fraud, embezzlement, theft, violation of loan terms, debarment, and other similar activities. Full details of termination or suspension procedures may be reviewed under IDAPA 58.01.12.080.

4 Project Completion

4.1 Planning Grant Close-out

Upon completion of the planning effort, recipients are directed to submit a final reimbursement request for remaining costs. In accordance with IDAPA 58.01.08.22.060.06, a minimum 5% retainage is withheld until verifying the recipient has satisfied all the terms of the grant agreement which may include but are not limited to:

- Securing the services of a licensed responsible charge operator,
- Final DEQ approval of the planning document,
- Completing the environmental review process (if required)

If a final reimbursement request is not received within 2 months of the final planning document approval, DEQ will typically close the grant after notifying the recipient in writing.

4.2 Construction Project Close-out

As the construction project nears completion, the recipient will need to coordinate a final SRF inspection and project close-out. In accordance with IDAPA 58.01.08.12.060.05, DEQ withholds a minimum 5% retainage until the project is ready for final inspection and payment, and all conditions of the funding agreement have been satisfied. A list of documents required prior to the final inspection is provided to the recipient by DEQ. In general, these items typically include:

- **Substantial Completion:** The recipient provides DEQ with a copy of the issued notice of substantial completion. This indicates that the project is nearing final completion and ready for DEQ to schedule a final inspection.
- **Operations and Maintenance Manual:** Recipient submits an operation and maintenance (O&M) manual along with any required startup reports to DEQ for review and approval.
- **Record Drawings:** Recipient submits the project record drawings to DEQ for review and acceptance. The record drawings depict the actual construction of facilities. The professional engineer must confirm material compliance with the approved plans or disclose any material deviations therefrom in accordance with Idaho Code 39-118.
- **GPR Technical Memo** (if applicable): The GPR technical memorandum is submitted to DEQ as required by the SRF funding agreement. The GPR technical memorandum includes actual construction costs based on installed GPR items.
- **User Charge Ordinance:** A copy of the final water system protection ordinance, and user charge system is submitted to DEQ for review.
- **Final Disbursement:** A final reimbursement request with supporting documentation of project completion. This includes but is not limited to:
 - Final construction contract payment request covering the value of work in place, quantity adjustments, and materials and equipment delivered and installed.
 - Invoices for all remaining expenses (e.g., engineering, legal, administrative).

The DEQ project engineer conducts a final inspection and verifies preceding items have been completed along with any special conditions identified in the funding agreement. The final disbursement of funds is made, and the recipient is notified by DEQ of project completeness.

4.3 Loan Repayments

Once the project is complete and the loan has been formally closed, a repayment schedule will be provided to the recipient by DEQ. The recipient may elect for either a schedule of semi-annual or annual repayments. DEQ first applies repayment against accrued interest, with the remainder of the payment being applied against principal. Additional information of repayment procedures for each loan can be reviewed in recipients loan agreement.

Note: Interest starts accruing on the loan balance after the first loan reimbursement is made by DEQ.

4.4 Record Keeping and Accounting

Recipients and contractor(s) are required to maintain project files in accordance with funding agreement terms; typically for up to 3 years from the project completion. Accounting practices for recipients will follow generally accepted accounting practice guidelines. DEQ will document generally accepted accounting practice activities in the project file.

5 Additional Resources

5.1 Annual Loan Fees

DEQ typically includes a loan fee to offset administrative costs. DEQ considers the imposition of such a fee on new loans prudent if it is expected at the beginning of the year that loan fee reserves will be less than 100% of expected annual fee-related costs. The maintenance of a 100% floor is to provide for continued funding of the loan program in the event that loan fees are unable to meet administrative costs and capitalization funds have been exhausted and to meet other costs associated with fees in the Intended Use Plan. To the extent that loan fee reserves and expected fee revenues on existing loans exceed the 100% floor, excess fees may be transferred to the loan fund.

5.2 Policy Memo for Interest Rate Setting

The method for determining the annual interest rate to be charged on loans and extended term financing from the Water Pollution Control and Drinking Water Loan Account is established in DEQ policy memo PS24-02.

5.3 Single Audit Act (SSA) Requirements

Funding assistance that includes any portion of federal SRF funding sources must comply with the Single Audit Act of 1984 as amended by the Single Audit Act (SAA) Amendments of 1996, 31 U.S.C. §§7501-7507. A recipient qualifies for the SAA if they have received federal funding in the form of disbursements, from DEQ or other funding sources, for any reason, totaling over \$1,000,000. If a recipient is disbursed federal funds, DEQ will provide a notice at the end of the recipient's fiscal year informing them of the amount of federal funds received and request confirmation if the recipient has received \$1,000,000 or more in federal funding during their fiscal year within 30 days of the date of the letter.

If the recipient has met this threshold, they will need to submit a completed audit to the Federal Audit Clearinghouse at <https://www.fac.gov>. This audit must be conducted by an independent auditor who utilizes Generally Accepted Auditing Standards (GAAS), and Uniform Guidance to review the recipient's financial statements and ensure the recipient has followed all federal award requirements. Once the audit has been submitted to the Federal Audit Clearinghouse, the recipient will notify DEQ in writing of the audit completion date and any findings or recommendations pertaining to the State Revolving Fund (SRF) contained in the completed audit.

Glossary

Record Drawings—Drawings of the completed project prepared by the engineer of record that discloses changes from the DEQ approved plans and specifications and depict the actual construction details.

Bidding—See Procurement Requirements.

Categorical Exclusion—A category of actions that do not individually or cumulatively have a significant effect on the human environment and for which neither an environmental information document (EID) nor an environmental impact statement (EIS) is required.

Change Order—A document that authorizes changes to the original construction contract. Some causes for construction change orders include, but are not limited to, changed site conditions; requests by the recipient, engineer, or contractor; omissions in the plans and specifications; differences between contract amounts and installed quantities; and regulatory changes.

Disadvantaged Business Enterprise (DBE)—An entity owned, controlled, or both, by an individual who is socially and economically disadvantaged under either EPA's 8% or 10% statutes, as well as a small business enterprise, a labor surplus area firm, or a small business in a rural area.

Disbursement—The paying out of grant or loan funds from DEQ to the recipient.

Environmental Information Document (EID)— An EID is a concisely written environmental document prepared by an applicant or consultant briefly describing the environmental impacts of a proposed construction project. This document will enable the responsible official to assess the environmental impacts of the proposed project and ultimately determine if a FONSI is warranted, or if the project is not feasible. The scope of environmental information developed, and the depth of analysis, will correlate to the severity and probability of a proposed action's potential environmental effects.

Environmental Impact Statement (EIS) – During the environmental review process, if a project is determined to significantly affect the quality of the environment, the recipient will prepare an EIS.. The EIS analyzes potential environmental impacts, compares reasonable alternatives, and identifies mitigation measures to minimize harm. A draft and final EIS is submitted to the Federal Register through the EPA. The EIS process ends with the issuance of the Record of Decision (ROD). Due to the level of effort and added project cost associated with an EIS, it is unlikely that an SRF project alternative would be funded.

Environmental Review—For each potential state revolving fund (SRF) loan project, DEQ carries out an environmental review, which is the overall process to determine whether the project may have a significant impact on the environment. The level of environmental review determines whether a categorical exclusion, a finding of no significant impact (FONSI), or an environmental impact statement (EIS) will be needed.

Equal Employment Opportunity (EEO)—EEO refers to six federal laws that prohibit job discrimination: (1) Title VII of the Civil Rights Act of 1964, (2) the Equal Pay Act of 1963, (3) the

Age Discrimination in Employment Act of 1967, (4) Title I and Title V of the Americans with Disabilities Act of 1990, (5) Sections 501 and 505 of the Rehabilitation Act of 1973, and (6) the Civil Rights Act of 1991. The United States Equal Employment Opportunity Commission enforces these laws.

Finding of No Significant Impact (FONSI)—A determination document prepared by DEQ briefly presenting the reasons why an action not otherwise categorically excluded will not have a significant effect on the human environment and for which an environmental impact statement (EIS) is not prepared. A FONSI determination will require applicant to develop an EID. The EID shall include the environmental conditions, detail mitigation measures, and shall note any environmental impacts related to the construction project..

Force Account—Labor directly employed by the borrower (for example, a city's public works department staff).

Idaho Administrative Procedures Act (IDAPA)—A numbering designation for all administrative rules in Idaho promulgated in accordance with the Idaho Administrative Procedures act.

Minority Business Enterprise (MBE)—A business that is owned and controlled by at least 51% minority member(s). Minority group members are citizens of the United States who are African American, Hispanic American, Native American, Asian Pacific American, or Subcontinent Asian American. EPA carries out the MBE/WBE program to ensure that MBEs and women's business enterprises (WBEs) are given the opportunity to participate in contract and procurement for supplies, construction, equipment, and services under any EPA grant or cooperative agreement.

Operations and Maintenance (O&M) Manual—Provides technical guidance on how a system is operated, including guidance for monitoring and reporting of samples and testing results. The O&M manual is likely to be a system's most detailed guidance document and helps to ensure continuity of quality service in the event of staff turnover.

Plans and Specifications—The engineering design of a project, including engineering drawings, maps, technical specifications, design reports, and construction contract documents in sufficient detail to allow contractors to bid on and construct the work.

Priority List—A list prepared by DEQ that ranks the projects interested in receiving grants or loans. Funding is offered to systems based on their ranking on the priority list. Priority is given to those eligible projects that: (1) address the most serious risk to human health, (2) are necessary to ensure compliance and (3) assist systems most in need, on a per household basis, according to state-determined affordability criteria.

Procurement Requirements—The legal requirements (commonly referred to as *bidding*) under which recipients acquire goods and services.

SRF Funds – State revolving fund (SRF) funds are a state-administered, federal-state partnership that provides low-interest loans, grants, and other financial assistance for water infrastructure, including public drinking water systems and wastewater systems. Capitalized by federal grants and state match funds, this program "revolves" as loan repayments return to the state. SRF funds can be comprised of **Equivalency Funds, Recycled State Funds, State Match Funds, or Principal Forgiveness Funds** as defined below:

Equivalency Funds – The portion of SRF Funds equal in amount to the federal capitalization grant provided by EPA. Projects funded with equalization funds must comply with all federal cross-cutting regulations including but not limited to WRRDA, BABA, Single Audit Act, and FFATA reporting. Equivalency funds are identified in the intended use plan and associated requirements incorporated into funding agreements.

Recycled State Funds – The portion of SRF Funds from loan principal repayments and interest earnings returned to DEQ from previous drinking water or wastewater projects. These recycled state funds can be reinvested into new SRF drinking water and wastewater infrastructure projects.

State Match Funds – The portion of SRF Funds that are mandatory, non-federal funds that DEQ must deposit into the SRF program to receive federal funding. These funds ensure the program remains self-sustaining, allowing for continued, low-interest loans for water infrastructure.

Principal Forgiveness Funds – The portion of SRF Funds that reduces the total principal amount a borrower must repay on a loan for water infrastructure projects. It acts like a grant, lowering the debt burden for eligible communities, while reducing interest payments during the loan term.

US Environmental Protection Agency (EPA)—The federal agency responsible for distributing state revolving fund funds allocated by Congress. These funds are used by each state to provide loans to eligible systems.

User Charge System (UCS)—A written description of the methodology by which a system will recover the costs of building, operating, and maintaining the project. A UCS should be designed to distribute costs equitably among all users and produce sufficient revenue to fund costs of operation, maintenance, replacement, and debt retirement.

Women's Business Enterprise (WBE)—A business that is at least 51% owned and controlled by a woman or women who are citizens of the United States. EPA carries out the MBE/WBE program to ensure that MBEs and women's business enterprises (WBEs) are given the opportunity to participate in contract and procurement for supplies, construction, equipment, and services under any EPA grant or cooperative agreement.



AGENDA REPORT

City Council Meeting

TODAY'S DATE: September 28, 2026

MEETING DATE: October 7, 2026

TO: City Council

FROM: Holly Ellis, Public Works Director

SUBJECT: Approval of Wastewater Treatment Plant Reconstruction Project – Owner's Representative Master Professional Services Agreement No. A26-3257-5 and Task Order No. 1

DESCRIPTION/BACKGROUND:

The City is advancing the first phase of improvements to the Wastewater Treatment Plant using Construction Manager / General Contractor delivery, with approximately \$60 million currently anticipated for the first phase. Due to the size, complexity, regulatory and funding requirements, and need to maintain continuous wastewater treatment operations during construction, the City solicited qualifications for an independent Owner's Representative / Construction Management Representative to provide dedicated owner-side project management and technical support.

Stantec Consulting Services Inc. was selected through that qualifications-based process. As Owner's Representative, Stantec will support the City with project management, cost and schedule controls, risk management, coordination with the Design Engineer and future CMGC, funding and regulatory coordination, construction management, commissioning, startup, and closeout as individual phases of work are authorized.

The proposed Master Professional Services Agreement establishes the contractual framework for these services through 2031. The agreement has an aggregate not-to-exceed amount of \$5 million. This amount is a maximum contract ceiling and does not authorize expenditure of the full amount. Individual services will be negotiated and authorized through separate task orders, each with its own scope, schedule, and not-to-exceed amount.

The \$5 million master agreement ceiling was evaluated using three approaches. A top-down analysis resulted in an estimate of approximately \$4.8 million, while a bottom-up estimate based on anticipated tasks, level of effort, and a 25 percent contingency resulted in an estimate just under \$4.5 million. Comparable Owner's Representative and construction management programs were also reviewed as an additional reasonableness check.

Task Order No. 1 establishes the initial Owner's Representative services needed to organize the project and transition from preliminary engineering into final design and CMGC delivery. The scope includes project management and reporting, development of the Project Management Plan, baseline schedule, budget and cost controls, risk tracking, review and coordination of the ongoing Preliminary Engineering Report, Design Engineer procurement assistance, and funding, regulatory, and permitting coordination. Future CMGC procurement, expanded preconstruction support, construction management, commissioning, startup, and closeout services are outside Task Order No. 1 and will require separate authorization.

Task Order No. 1 has a not-to-exceed amount of \$530,290 and will be billed on a time-and-materials basis for services through June of 2027. Funding for Task Order No. 1 is available within the WWTP Reconstruction Project budget and is anticipated to be eligible for applicable project funding sources.

STAFF RECOMMENDATION:

Staff recommends approval of the Master Professional Services Agreement with Stantec Consulting Services Inc. for Owner's Representative / Construction Management Representative services, approval of Task Order No. 1 in an amount not to exceed \$530,290, and authorization for the Mayor to execute the agreement and task order.

ACTION:

Move to approve the Master Professional Services Agreement with Stantec Consulting Services Inc. for Owner's Representative / Construction Management Representative services for the Wastewater Treatment Plant Reconstruction Project, with an aggregate not-to-exceed amount of \$5,000,000 through 2031, and approve Task Order No. 1 in an amount not to exceed \$530,290, and authorize the Mayor to execute the documents.

WILL THERE BE ANY FINANCIAL IMPACT? Yes HAS THIS ITEM BEEN BUDGETED? Yes

ATTACHMENTS:

Proposed Resolution

Proposed Wastewater Treatment Plant Reconstruction Project – Owner's Representative Master Professional Services Agreement

Proposed Wastewater Treatment Plant Reconstruction Project – Owner's Representative Task Order 1

No: 26-
Date: October 7, 2026

RESOLUTION
OF THE CITY COUNCIL
CITY OF SANDPOINT

TITLE: PROFESSIONAL SERVICES CONTRACT WITH STANTEC FOR WASTEWATER TREATMENT PLANT RECONSTRUCTION PROJECT – OWNER’S REPRESENTATIVE MASTER PROFESSIONAL SERVICES AGREEMENT (NO. A26-3257-5) AND TASK ORDER NO. 1

WHEREAS: The City is advancing the Wastewater Treatment Plant Reconstruction Project using a Construction Manager/General Contractor delivery method, with approximately \$60 million anticipated for the first phase;

WHEREAS: The City requires independent Owner’s Representative/Construction Management Representative services due to the size and complexity of the Project, regulatory and funding requirements, and the need to maintain continuous wastewater treatment operations during construction;

WHEREAS: Stantec Consulting Services Inc. was selected through the City’s qualifications-based procurement process to provide these services;

WHEREAS: The proposed Master Professional Services Agreement establishes the terms for these services through 2031, with an aggregate not-to-exceed amount of \$5,000,000, with individual services to be authorized through separate task orders;

WHEREAS: Task Order No. 1 provides initial project management, project controls, scheduling, budgeting, risk management, engineering coordination, procurement assistance, and funding, regulatory, and permitting coordination, with a not-to-exceed amount of \$530,290 through June 2027; and

WHEREAS: Funding for Task Order No. 1 is available within the Wastewater Treatment Plant Reconstruction Project budget.

NOW, THEREFORE, BE IT RESOLVED THAT: The City Council hereby awards The Master Professional Services Agreement with Stantec Consulting Services Inc. for Owner’s Representative/Construction Management Representative services is hereby approved in an aggregate not-to-exceed amount of \$5,000,000 through 2031. Task Order No. 1 is hereby approved in an amount not to exceed \$530,290, for services through June 2027.

BE IT FURTHER RESOLVED THAT: The Mayor or his designee, as permitted, is authorized to execute the Master Professional Services Agreement, Task Order No. 1, and related documents necessary to implement the approvals contained in this Resolution.

Jeremy Grimm, Mayor

ATTEST:

Meri Jane Bohn, City Clerk

AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

TASK ORDER EDITION

THIS IS AN AGREEMENT effective as of October 7, 2026 ("Effective Date of the Agreement") between City of Sandpoint, 1123 Lake Street, Sandpoint, Idaho 83864 ("Owner") and Stantec Consulting Services Inc. 727 E Riverpark Lane, Ste 150, Boise, Idaho 83706 ("Engineer"). Other terms used in this Agreement are defined in Article 7.

From time-to-time, the Owner may request that the Engineer provide professional services for Specific Projects. Each engagement will be documented by a Task Order. This Agreement sets forth the general terms and conditions which shall apply to all Task Orders duly executed under this Agreement.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 Scope

- A. Engineer's services may include professional Owner's Representative / Construction Manager Representative services, project and program management, construction management, engineering advisory, and related professional services associated with the City's Wastewater Treatment Plant Reconstruction Project and related wastewater infrastructure.
- B. When authorized by Task Order, Engineer may serve as the City's independent day-to-day project manager, owner-side advisor, and project-management coordination focal point during project delivery planning, Design Engineer procurement, CMGC procurement, design coordination, preconstruction, cost and schedule review, Guaranteed Maximum Price development, construction, commissioning, startup, closeout, and warranty-period activities.
- C. Engineer may coordinate among the City, Design Engineer/Engineer of Record, CMGC contractor, regulatory agencies, funding agencies, utilities, plant operations staff, consultants, contractors, equipment suppliers, and other Project stakeholders.
- D. Engineer's services will be detailed in a duly executed Task Order for each Specific Project. Each Task Order will indicate the specific services to be performed, deliverables to be provided, staffing and level of effort, time for performance, not-to-exceed amount, and basis of compensation. No service shall be considered authorized solely by its identification as a potential service in this Agreement.
- E. When authorized by Task Order, Engineer shall develop and maintain cost-control and schedule-control systems appropriate to the Project and shall regularly report to Owner regarding Project budget, commitments, expenditures, forecast costs, contingencies, pending changes, funding, schedule status, critical activities, forecast completion, and material variances from approved budget or schedule.

- F. When authorized by Task Order, Engineer shall establish and administer the Project change-management process. Engineer shall review proposed changes for contractual entitlement, scope, cost, schedule, supporting documentation, contingency use, funding eligibility, and consistency with the Contract Documents; develop or obtain independent cost evaluations as appropriate; assist Owner in negotiations; and prepare recommendations and documentation for Owner approval. Engineer shall not approve or execute a change order, authorize additional Contract Price or Contract Time, or otherwise bind Owner except to the extent expressly delegated in writing by Owner.
- G. This Agreement is not a commitment by Owner to Engineer to issue any Task Orders.
- H. Engineer shall not be obligated to perform any prospective Task Order unless and until Owner and Engineer agree as to the particulars of the Specific Project, including the scope of services, time for performance, compensation, and all other appropriate matters.
- I. Compensation shall be authorized separately through each Task Order. Engineer shall not exceed the not-to-exceed amount established for any Task Order without prior written authorization from Owner. Execution of this Agreement alone does not authorize expenditure of funds. The maximum not-to-exceed amount of this Agreement, including all Task Orders combined, is **\$5,000,000.00** without a written amendment to this Agreement.

1.02 Task Order Procedure

- A. Owner and Engineer shall agree on the scope, time for performance, and basis of compensation for each Task Order. With respect to the scope of Engineer's services, each specific Task Order. Each duly executed Task Order shall be subject to the terms and conditions of this Agreement.
- B. Engineer will commence performance as set forth in the Task Order.
- C. Engineer shall provide, or cause to be provided, the services set forth in the Task Order.

1.03 Owner's Representative Authority

- A. When serving as Owner's Representative / Construction Manager Representative, Engineer shall represent and advise Owner within the authority expressly delegated by Owner.
- B. Engineer may provide coordination, review, documentation, recommendations, project-management services, and routine administrative decisions within the limits established by the applicable Task Order and any City-approved authority matrix.
- C. Engineer shall have no independent authority to bind Owner except as expressly delegated in writing.
- D. Unless expressly authorized in writing by Owner, Engineer shall not:
 - a. approve or execute contracts, amendments, Change Orders, GMP amendments, Work Change Directives, or other binding Contract modifications;
 - b. authorize increases in Contract Price, Contract Time, Project budget, or funding commitments;
 - c. approve material changes in Project scope, level of service, regulatory commitments, or policy direction;
 - d. direct the CMGC or another Constructor to perform Work outside the applicable Contract Documents;
 - e. make decisions reserved by law, City policy, or delegated authority to City Council, Mayor, Public Works Director, or other City officials;
 - f. assume the professional responsibilities of the Design Engineer/Engineer of Record unless separately retained by Owner for such services; or

- g. supervise, direct, or control any Constructor's means, methods, techniques, sequences, procedures, or safety programs.
- h. Engineer shall promptly elevate to Owner matters involving material changes in budget, scope, schedule, regulatory commitments, funding eligibility, Contract interpretation, disputes, claims, or other matters outside Engineer's delegated authority.

ARTICLE 2 – OWNER’S RESPONSIBILITIES

2.01 General

- A. Owner shall have the responsibilities set forth in this Agreement and in each Task Order.
- B. Owner shall pay Engineer as set forth in each Task Order, pursuant to the applicable terms of Article 4 and Exhibit A.

ARTICLE 3 – TERM; TIMES FOR RENDERING SERVICES

3.01 Term

- A. This Agreement shall be effective and applicable to Task Orders issued hereunder until September 30, 2031.
- B. The parties may extend or renew this Agreement, with or without changes, by written instrument establishing a new term.

3.02 Times for Rendering Services

- A. The Effective Date of the Task Order and the times for completing services or providing deliverables will be stated in each Task Order. Engineer is authorized to begin rendering services under a Task Order as of the Effective Date of the Task Order.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer’s services is impaired, or Engineer’s services are delayed or suspended, then the time for completion of Engineer’s services, and the rates and amounts of Engineer’s compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Specific Project, or Engineer’s services, then the time for completion of Engineer’s services, and the rates and amounts of Engineer’s compensation, shall be adjusted equitably.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 Invoices

- A. Preparation and Submittal of Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices, the terms of Exhibit A, and the specific Task Order. Engineer shall submit its invoices to Owner monthly unless otherwise provided in the applicable Task Order. Each invoice shall identify, at a minimum, the applicable Task Order and task/subtask; personnel performing the services; labor classification; hours; billing rate; reimbursable expenses; current-period charges; previous billings; total

billed to date; authorized Task Order amount; and remaining Task Order budget. Engineer shall provide a brief description of services performed during the billing period and shall identify any material anticipated variance from the authorized Task Order budget. Invoices are due and payable within 30 days of receipt.

4.02 *Payments*

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:
 - 1. 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; and
 - 2. Engineer may, after giving seven days' written notice to Owner, suspend services under any Task Order issued until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.
- D. *Sales or Use Taxes:* If after the Effective Date of a Task Order any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under the Task Order, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C and the specific Task Order.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.02 *Designing to Construction Cost Limit*

- A. If a Construction Cost limit for a Specific Project is established between Owner and Engineer in a Task order, then such Construction Cost limit and Engineer's rights and responsibilities with respect thereto will be governed by Exhibit F, Construction Cost Limit, which shall be attached to and incorporated in the Task Order. If no Construction Cost limit is established in a Task Order, then Exhibit F does not apply.

5.03 Project Costs Management

- A. When authorized by Task Order, Engineer shall establish, maintain, review, and report Owner-level Project budgets, commitments, expenditures, anticipated costs, contingencies, allowances, escalation, pending changes, funding sources, and forecast final costs.
- B. Engineer shall review and reconcile cost information prepared by the Design Engineer, CMGC, contractors, consultants, suppliers, and Owner and shall identify material discrepancies, assumptions, trends, and cost risks to Owner.
- C. Engineer's cost-management services do not constitute a guarantee of proposals, bids, GMP amounts, or actual Construction Cost. Engineer shall not be responsible for variations attributable to market conditions, labor or material availability, contractor pricing methods, or other factors beyond Engineer's reasonable control

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 Standards of Performance

- A. *Standard of Care:* The standard of care for all professional consulting 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 any services performed or furnished by Engineer.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Subconsultants:* Engineer may retain such subconsultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Subconsultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. Engineer and Owner shall comply with applicable Laws and Regulations.
- F. At all times material hereto, the Engineer shall keep and maintain a policy or policies of insurance covering losses resulting from general liability, personal injury and property loss, in amounts no less than \$1,000,000.00 per claim and \$2,000,000.00 in the aggregate, for any losses sustained as a result of performance of its duties and responsibilities under this Agreement, naming the Owner as an additional insured on each such policy or policies of insurance. The Engineer shall provide the Owner with proof of such insurance for the entire term of this Agreement. The Engineer shall also keep and maintain an automobile insurance policy or policies for each of its employees, in the same amounts stated above, insuring against losses related to operation of its vehicles in performance of its duties under this Agreement, naming the Owner as an additional insured on each such policy or policies. All employees

of the Engineer are deemed its employees only, and Engineer shall be responsible for carrying proper Workers' Compensation coverage on any such employees. Proof of automobile insurance coverage and Workers' Compensation coverage shall also be provided to the Owner for the entire term of this Agreement.

- G. Engineer shall provide evidence of and maintain insurance in accordance with industry standards, state laws, and providing no less than \$2,000,000.00 in professional errors and omissions naming City of Sandpoint as Additional Insured.
- H. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance- related advice, recommendations, counseling, or research, or for enforcement of construction insurance or surety bonding requirements.
- I. Engineer's services do not include providing legal advice or representation.
- J. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- K. Engineer's review, coordination, comments, or recommendations concerning design documents prepared by another professional shall not relieve the Design Engineer/Engineer of Record of responsibility for its design, calculations, technical accuracy, code compliance, professional certifications, or other professional obligations. Unless separately retained by Owner for such services, Engineer shall not serve as the Design Engineer/Engineer of Record solely by reason of performing Owner's Representative services.
- L. Engineer shall not supervise, direct, or control a Constructor's means, methods, techniques, sequences, or procedures of construction or safety precautions and programs incident thereto. Engineer does not guarantee the performance of the CMGC or any other Constructor and is not responsible for a Constructor's failure to perform its obligations under its Contract.

6.02 Controlling Law

- A. This Contract is to be governed by the law of the State of Idaho. The jurisdiction/venue for any action arising out of performance of this Contract, or interpretation of its terms and conditions, shall be in the District Court in the First Judicial District of the State of Idaho, Bonner County. In any action to enforce the terms and conditions of this Contract, the prevailing party may recover its reasonable attorney fees.

6.03 Successors, Assigns, and Beneficiaries

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the 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, money that is due or may become due) in this Agreement without the written

consent of the other party, 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.

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
3. The Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in any Construction Contract Documents prepared for any Specific Project under this Agreement.

6.04 Indemnification

- A. *Indemnification by Engineer:* Engineer shall indemnify and hold the CITY, its officials, officers, employees, agents and assigns, harmless from and/or against any and all claims, damages, and liabilities (including reasonable attorney's fees) that may be suffered or incurred or that arise, to the extent caused by Engineer's or its Subconsultants' negligent acts, errors, or omissions in the performance of its duties under this Agreement. This indemnification does not apply when such claims, damages, and liabilities are the result of negligent acts, errors, omissions or fault on the part of the CITY, its officials, officers, employees, agents or assigns. Nothing contained in this indemnification provision shall waive, in any manner, the limits of liability provided to the CITY specified in Idaho Code §6-901 through 6-929, known as the Idaho Tort Claims Act.

6.05 Records Retention

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services under each Task Order, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under the Task Order. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.
- B. Upon Owner's request and at Project closeout, Engineer shall provide Owner copies of Project records developed or maintained by Engineer, including project schedules, cost reports, risk registers, decision logs, change logs, meeting records, photographs, correspondence, and other Project-control records, in their reasonably available electronic and native formats, without additional professional-service charge except for extraordinary reproduction or data-conversion costs approved in advance by Owner.

6.06 Miscellaneous Provisions

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

- C. *Severability*: Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
 - D. *Waiver*: A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
 - E. *Accrual of Claims*: To the fullest extent permitted by Laws and Regulations, all causes of action arising under a Specific Project shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion of such Specific Project.
 - F. *Applicability to Task Orders*: The terms and conditions set forth in this Agreement apply to each Task Order as if set forth in the Task Order, unless specifically modified. In the event of conflicts between this Agreement and a Task Order, the conflicting provisions of the Task Order shall take precedence for that Task Order. The provisions of this Agreement shall be modified only by a written instrument. Such amendments shall be applicable to all Task Orders issued after the effective date of the amendment if not otherwise set forth in the amendment.
 - G. *Non-Exclusive Agreement*: Nothing herein shall establish an exclusive relationship between Owner and Engineer. Owner may enter into similar agreements with other professionals for the same or different types of services contemplated hereunder, and Engineer may enter into similar or different agreements with other project owners for the same or different services contemplated hereunder.
- 6.07 *Termination*: Owner may terminate this Agreement or any Task Order for convenience upon seven days' written notice to Engineer. Either party may terminate this Agreement or any Task Order for cause upon written notice if the other party materially fails to perform its obligations and does not cure such failure within a reasonable period after notice. Engineer may also terminate for cause if payment for undisputed amounts is substantially delayed or if Owner requires Engineer to perform services contrary to applicable law or professional obligations. Upon termination, Engineer shall be compensated for services properly performed and approved reimbursable expenses through the effective date of termination.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto and any Task Order) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits or Task Order, or in the following definitions:
 - 1. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Article 8.
 - 2. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with a specific Task Order, as specified in the Task Order (but not including Additional Services performed or furnished pursuant to an amendment to the specific Task Order).
 - 3. *Effective Date of the Agreement*—The date indicated in this Agreement on which it becomes

effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

4. *Effective Date of the Task Order*—The date indicated in the Task Order on which it becomes effective, but if no such date is indicated, it means the date on which the Task Order is signed and delivered by the last of the two parties to sign and deliver.
5. *Engineer*—The individual or entity named as such in this Agreement.
6. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
7. *Owner*—The individual or entity with which Engineer has entered into this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning Specific Projects.
8. *Specific Project*—The total specific undertaking to be accomplished for Owner by Engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under a specific Task Order are a part.
9. *Subconsultants*—Individuals or entities having a contract with Engineer to furnish services with respect to a Specific Project as Engineer's independent professional associates, subcontractors, or vendors.
10. *Task Order*—A document executed by Owner and Engineer, including amendments if any, stating the scope of services, Engineer's compensation, times for performance of services and other relevant information for a Specific Project.
11. *Work Change Directive*—A written directive to a Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.
12. *Owner's Representative Role* - Engineer when providing Owner's Representative / Construction Manager Representative services authorized by a Task Order.

B. *Day*: The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 Exhibits Included:

Exhibit A, Payments to Engineer for Services and Reimbursable Expenses

8.02 Total Agreement

- A. This Agreement (together with the Exhibits included above) 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 written instrument duly executed by both parties.

- B. An executed Task Order under this Agreement (including any incorporated exhibits or attachments) constitutes the entire agreement between Owner and Engineer with respect to the Specific Project, and supersedes all prior written or oral understandings. Such a Task Order may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties.

8.03 *Designated Representatives*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party that the individual represents. Each Task Order shall likewise designate representatives of the two parties with respect to that Task Order.

8.04 *Engineer's Certifications*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.05:
- 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
- "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

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

OWNER: City of Sandpoint	ENGINEER:
By: _____	By: _____
Print Name: Jeremy Grimm	Print Name: _____
Title: Mayor	Title: _____
Date Signed: _____	Date Signed: _____
Address for Owner's receipt of notices: notices: 1123 Lake Street Sandpoint, Idaho 83864	Address for Engineer's receipt of 727 E Riverpark Ln, Ste 150 Boise, ID 83706

This is **EXHIBIT A**, consisting of [1] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated [10/07/2026].

Payments to Engineer for Services

The following standard rates are incorporated into the Agreement:

- A. The bases of compensation (compensation methods) shall be identified in each specific Task Order. Owner shall pay Engineer for services in accordance with the applicable basis of compensation.
- B. The three following bases of compensation are used for services under the Task Orders, as identified in each specific Task Order:
 1. Lump Sum (plus any expenses expressly eligible for reimbursement)
 2. Standard Hourly Rates (plus any expenses expressly eligible for reimbursement)
 3. Direct Labor Costs Times a Factor (plus any expenses expressly eligible for reimbursement)

C. Standard Hourly Rates

1. Standard Hourly Rates include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The total estimated compensation for the specified category of services shall be stated in the Task Order.
3. Hourly rates are as follows:

Billing Category	*Billing Rate
Vice President / Specialized Technical Expert <i>Heather Stephens, Nate Brown, Majid Neyestani, Courtney Black</i>	\$ 345
Senior Principal <i>Nick Smith, Michael Fuss, Don Song</i>	\$ 310
Principal <i>Adam Odell</i>	\$ 285
Senior Associate <i>Russ Connole, Zeena Willis, Chris Deerkop, Cynthia Jones</i>	\$ 260
Associate <i>Eric Sanchez, Emily Nicholas</i>	\$ 230
Supervising Professional / Senior Administration <i>Emily DeVitis</i>	\$ 210
Professional Engineer <i>Danielle Philbrick</i>	\$ 195
Senior CAD / Modeler <i>Marty Anderson</i>	\$ 175
EIT / CAD <i>Laura Swanberg, Brock Darnall</i>	\$ 160

Administration / Junior Modeler Andrew Eichenlaub	\$ 130	Item # 8.
Intern	\$ 95	

**The above unit prices include payroll taxes, insurance costs, fringe benefits, general overhead, and consultant profit. These rates are valid through December 31, 2027.*

4. Travel costs: Expenses will be billed to the City of Sandpoint for travel based outside of 60 miles of the City.
5. Subconsultant markups will be limited to 10% and will be paid on a lump sum basis.

Agreement No. A26-3257-5

Task Order No. 1

TASK ORDER No. 1

In accordance with the Agreement Between Owner and Engineer for Professional Services, dated October 7, 2026 ("Agreement"), Owner and Engineer agree as follows:

1. Background Data

- a. Effective Date of Task Order Amendment: October 9, 2026
- b. Owner: City of Sandpoint
- c. Engineer: Stantec Consulting Services Inc.
- d. Agreement Number: A26-3257-5
- e. Specific Project (title): Owner's Representative and Construction Management Representative Wastewater Treatment Plant Reconstruction Project

2. Services of Engineer

Project Initiation and Engineering Procurement Support

The City of Sandpoint (City) has requested that Stantec Consulting Services Inc. (Stantec) provide services to the City of Sandpoint for the initiation of the Owner's Representative (OR) and Construction Management Representative Wastewater Treatment Plant (WWTP) Reconstruction Project (Project), including the review of the Preliminary Engineering Report (PER).

Under task order #1, Stantec will support the City with Project initiation, permitting support, review and coordination of the ongoing PER and engineering procurement support for the final design, including the following tasks and subtasks. Additional task orders for contractor procurement, construction management support and closeout services are outside of this initial task order scope of work and will be executed separately when requested by the City.

Task 1. Management, Reporting and Internal Meetings

Stantec will provide administrative and internal coordination services related to the tracking of internal OR progress, including adherence to the task order schedule, internal project changes, the development and submittal of invoices and monthly progress reports, and establishment of the internal systems related to task order administration. Services relating to Task 1 include the following subtasks:

Subtask 1.1 Task Order Tracking and Monthly Invoicing

These services include regular progress tracking and schedule management, as well as monthly invoicing and reporting to the City.

Assumptions:

- Regular (bi-weekly or as needed) task order progress tracking and schedule review
- Invoicing and progress reports will be provided to the City monthly

Deliverables:

- Task order progress tracking and schedule summary, to be provided at bi-weekly virtual City Coordination meetings, as appropriate
- Monthly invoice and cover letter including a project progress summary for the reporting period. Monthly invoices shall identify labor by task and subtask, current-period charges, prior billings, total billed to date, authorized budget by task, remaining budget, and anticipated variance from task budget.

Subtask 1.2 City Coordination Meetings

General coordination between the City and Stantec will take place bi-weekly throughout the task order with more frequent meetings as noted below. Stantec will coordinate and facilitate the meetings.

Assumptions:

- Meetings will be virtual and up to two hours in duration
- Stantec will prepare a meeting agenda prior to the meeting and coordinate any City needs or considerations into the agenda
- Stantec will provide meeting notes after the meeting and will include action items list in the meeting summaries
- Weekly Coordination meetings with the City are anticipated during the first month of the project initiation. The level of effort includes up to six additional coordination meetings throughout the duration of this task order
- Level of effort includes up to four in-person City Coordination Meetings with up to two Stantec staff members in attendance upon City request.

Deliverables:

- Meeting Agendas
- Meeting Notes

Subtask 1.3 Monthly Project Update Reports

Stantec will prepare monthly written Project status update reports for City staff and support presentations to City Council, funding agencies, and other stakeholders.

The reports will include summarizing Project schedule status, budget and cost updates, change items, risk considerations, and overall progress for the reporting period. It is expected that Stantec will be available to attend a monthly City Council meeting, as requested by the City.

Assumptions:

- Stantec will prepare the Monthly Project Report, including risk register tracking
- Stantec will attend City Council Meetings monthly

TASK ORDER NO. 1 – AGREEMENT NO. A26-3257-5

Agreement for Professional Services, City of Sandpoint and Stantec Consulting Services, Inc.

- Stantec will provide the monthly report to City Council at the first regular meeting of the month, unless advised otherwise by the City
- One Stantec staff is available in-person once per month for Council update.

Deliverables:

- Monthly project report
- Monthly Status Report to City staff and City Council

Subtask 1.4 Miscellaneous Point of Contact Coordination

Stantec will serve as the City's principal day-to-day point of contact for Project management matters. Stantec will provide general coordination throughout the task order including communication, coordination, and collaboration with City, vendors, and consultants.

Coordination will include setting up meetings, making direct calls, and coordinating calls and emails with City, as well as with City contractors, vendors, agencies and consultants.

Task Level Assumptions:

- Stantec will assist the City in coordinating the project including communication, coordination, and collaboration with City contractors, vendors, and consultants

Deliverables:

- Meeting coordination and communications

Task 2. Project Initiation

Stantec will establish various documents, plans, communication expectations, baselines and frameworks in coordination with the City to support the Project delivery as described in the subtasks below.

Subtask 2.1 Kickoff Meeting

Stantec will prepare an OR Project Kickoff Meeting agenda and schedule. The agenda will be based on the scope of work. Stantec will coordinate schedules with the City prior to the Kickoff Meeting.

Assumptions:

- Stantec will coordinate and facilitate the Kickoff Meeting
- The Kickoff Meeting will be two hours in duration and will serve as the first regular meeting
- The Kickoff Meeting will establish initial project roles, communication protocols, document control expectations, meeting cadence, reporting expectations, decision tracking, risk tracking, action item tracking, baseline schedule and Project budget along with other items for early Project establishment
- Up to six Stantec team members will participate in the Kickoff Meeting, with up to four staff in-person

Deliverables:

- Project Kickoff Meeting agenda, draft project schedule, meeting summary, and action item list

Subtask 2.2 Project Management Plan (PMP)

Stantec will develop and maintain a PMP, including; roles and responsibilities, communication protocols, document control, meeting cadence, reporting, decision logs, risk logs, action item tracking, and escalation procedures.

Assumptions:

- The PMP will be developed in draft form following the Project Kickoff Meeting for City review. After City review, the PMP will be finalized and delivered to the City
- One PMP update is expected in this task order

Deliverables:

- Draft PMP for City review
- Final PMP
- Updated PMP

Subtask 2.3 Governance Structure

In collaboration with the City, Stantec will establish a Project governance structure and authority matrix for City approval, including decisions that may be made by the OR and/or Construction Management Representative (CMR), City staff, Mayor, and City Council. The Project governance philosophy will be established at a bi-weekly meeting in a meeting with draft documents reviewed by the City with finalization within two weeks of the review.

The governance structure information will be included within the PMP and serve as a guidance document for the Project but will be subject to revision as needed, upon direction from the City. The authority matrix is expected to be a spreadsheet layout with Project roles, decision authorities, and authorization thresholds for long term Project guidance.

Assumptions:

- The Governance structure will be discussed at regular coordination meetings after the Project Kickoff Meeting
- Draft governance structure documents will be reviewed by the City and finalized within two weeks after City review
- One revision is expected within the timeline of this task order

Deliverables:

- Project governance structure summary including authority matrix

Subtask 2.4 SharePoint/Teams Site

Stantec will create an on-line SharePoint site through Microsoft Teams for City and Stantec file sharing and collaboration. The site will be created within two weeks of contract.

Assumptions:

- The SharePoint site will be created within two weeks of contract approval.
- The SharePoint site will be populated with Project and Task Order documents and distributed to City.
- The City shall have continuous access to the Project SharePoint/Teams site.

Deliverable:

- SharePoint site

Subtask 2.5 Market Sounding

Stantec will engage engineering design firms and construction contractors to gain their feedback on the Project's delivery method/process, construction sequencing, contracting, and other topics to advise and inform the City through a market sounding effort. This will include solicitation for voluntary feedback on the various market information available and relative interest related to this Project to help refine how the City delivers, solicits and engages the design and construction communities for this effort.

Assumptions:

- Stantec will engage engineers and contractors by 1) providing a questionnaire to various engineering design and construction contractor firms for voluntary response and 2) facilitate six separate 1-hour virtual meetings to obtain feedback on project delivery method/process, construction sequencing, and other topics to advise and inform the City.
- Stantec will develop notes for each market sounding meeting and prepare a combined market sounding summary with information from all participant meetings
- Up to three Stantec team members will participate virtually in each Market Sounding Meeting

Deliverables:

- Market Sounding project information sheet
- Market sounding summary documenting feedback received from engineers and contractors

Subtask 2.6 Project Delivery Method Validation

Stantec will coordinate and facilitate up to two Delivery Method Validation discussions bi-weekly meetings in collaboration with the City. This process will review the pros and cons, discuss the City's needs and drivers and confirm the project delivery method fits within the risk profile developed in Task 2.9, expertise, legal and other critical success factors. Stantec will develop a draft Delivery Method Validation memorandum for City review and comment. Based on the City's comments, Stantec will prepare a final Delivery Method memorandum.

Assumptions:

- Stantec will coordinate and facilitate a Delivery Method Validation discussion at one regular coordination meeting and one special workshop

- If the City reconsiders CMGC in favor of other delivery methods, the additional work to revise plans and engagement is not included in this task order's scope of work.
- Separate special meeting will include three Stantec staff with two in-person for up to two hours

Deliverables:

- Validation discussion summary
- Draft and final Delivery Method memorandum

Subtask 2.7 Baseline Project Schedule

Stantec will develop and maintain a Baseline Project Schedule to integrate design, CMGC procurement, permitting, funding, council approvals, procurement packages, construction sequencing, commissioning, startup, and closeout. Scheduling discussions will be coordinated and facilitated by Stantec to review assumptions and baseline the preliminary schedule.

Assumptions:

- The Baseline Schedule will be developed within 30 days of the Project Kickoff Meeting
- The Baseline Schedule will be updated monthly and as needed and shared at regular coordination meetings
- The Baseline Schedule will incorporate additional details during PER finalization and upon selection of design engineer and contractor and receipt of their input

Deliverables:

- Project Draft Baseline Schedule
- Project Baseline Schedule
- Monthly schedule updates

Subtask 2.8 Budget and Cost-Control Strategy

Stantec will develop and maintain a Project budget and cost-control strategy (including cashflow projections) to track the design development, preconstruction activities, and construction costs, including allowances, contingencies, escalation, owner costs, and funding sources. Stantec will coordinate and facilitate the development of a budget and cost control strategy for City review and comments. Based on the City's review of the draft budget and cost control strategy, Stantec will provide a baseline budget and cost control strategy that will be reviewed monthly, or as needed to manage budget and costs. Budget and cost control will be discussed at the regular bi-weekly meetings.

Assumptions:

- Up to two RFIs are assumed to gather data to support the budget and cost-control development
- The budget development will be updated in future task orders as design engineer and CMGC are procured and additional input from all parties is received

- The start of this task will be dependent upon the level of information previously developed by the City

Deliverables:

- Two RFI requests
- Draft and Final Budget and Controls Strategy

Subtask 2.9 Project Risk Register

Stantec will establish a preliminary baseline Project risk register with input from the City and adjust monthly as conditions change. This baseline risk register will be provided to the design engineer and Construction Manager/General Contractor (CMGC) for use upon selection. The project risk register will be discussed at regular meetings to review risk status and update as needed.

Assumptions:

- The baseline risk register will be reviewed monthly with the City and updated quarterly within this task order

Deliverables:

- Preliminary baseline risk register for City review
- Baseline risk register

Subtask 2.10 Public Outreach Assistance

Stantec will collaborate with Portman Square, retained by the City to assist with public outreach as a regular agenda item on the regular coordination meeting agenda.

Stantec will provide project update materials to Portman and the City for public outreach efforts.

Assumptions:

- Portman and City will lead all public outreach efforts and Stantec will provide supporting project information as needed and within existing budget limitations

Deliverables:

- Public outreach coordination supporting project information

Task 3. Preliminary Engineering Report (PER) Review and Support

Stantec will provide OR review and support services for the PER being developed by Keller Engineers. Stantec will review PER deliverables and supporting technical information for general completeness, consistency with the City's project objectives, alignment with anticipated regulatory and funding requirements, constructability considerations, sequencing and phasing assumptions, project delivery implications, cost and schedule assumptions, risk considerations, and consistency with the overall WWTP Reconstruction Project approach.

Stantec will provide written review comments to the City, participate in PER review meetings, coordinate with the City regarding comment priorities and resolution, and support the City in identifying decision points that may affect future design engineer procurement, CMGC procurement, funding coordination, permitting, and project implementation. Stantec will provide ongoing technical review of the PER progression through the remaining Keller Engineers (Keller) scope of work, which is assumed to end in April of 2027.

Assumptions:

- Stantec's PER review will be limited to OR advisory review and will not constitute Engineer of Record design review, independent engineering design, or certification of Keller's work
- Stantec will review up to three PER submittal packages from Keller or draft technical memoranda during the remaining PER effort
- PER progress review meetings are assumed to occur bi-weekly
- Keller will provide PER documents, background information, cost estimates, schedules, regulatory correspondence, and related supporting materials with adequate time for a quality review before meetings or decision milestone deadlines (generally greater than one week)
- Stantec anticipates the PER review and support task to include civil, electrical, process mechanical, architecture, structural, and instrumentation and controls disciplines and corresponding Stantec staff

Deliverables:

- Written PER review comments, comment log input, or annotated review notes
- PER review meeting participation, including advisory input on technical, schedule, cost, risk, funding, permitting, and procurement-related considerations.
- Documentation of key PER issues, decisions, and follow-up items to support transition into design engineer procurement and future project delivery phases.

Task 4. Design Engineer Procurement

Design Engineer Procurement includes the following subtasks:

Subtask 4.1 Procurement Plan Strategy

Stantec will assist the City in developing a draft and final procurement plan strategy. This effort will be discussed at the regular bi-weekly meeting and include two RFIs to the City to understand requirements and collaborate with the City on sequencing and coordination of the Design Engineer procurement, conceptual CMGC procurement, funding approvals, Idaho Department of Environmental Quality (IDEQ) coordination, and City Council decision points.

Assumptions:

- Stantec will aid the City in defining the design engineer's role relative to the OR/CMR and CMGC, including responsibility for design, permitting support, Engineer of Record services, engineering services during construction, review

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of submittals/RFIs, record drawings, and certification documents through two one-hour discussions. Definitions will be manifested during the development of the RFQ for the design engineer proposals (and ultimately CMGC) and will be documented through a roles and responsibilities matrix. This information will be included in the Procurement Plan and the solicitation documents for the design engineer procurement

- The Procurement Plan Strategy will be incorporated into the Master Schedule
- Discussions on the roles will be part of the regular coordination meetings

Deliverables:

- Draft Procurement Plan Strategy
- Finalize Procurement Plan Strategy
- Roles and responsibilities matrix documenting Design Engineer, OR/CMR, CMGC, and City responsibilities will be included in the Final Procurement Plan Strategy

Subtask 4.2 Solicitation Documents and RFQ Coordination

Stantec will coordinate with the City in the preparation and review of design engineer solicitation documents including the RFQ requirements, scope assumptions, evaluation criteria, background information, interview format, and contract templates. Stantec will facilitate a pre-proposal site visit for the prospective design engineers. In addition, Stantec will respond to up to 10 RFQ questions and coordinate the statement of qualifications (SOQ) distribution to the selection committee, and coordinate review and compilation of SOQ scores for potential interviews. General design engineer solicitation and RFQ coordination will take place at the regular coordination meetings. After statement of qualification submittals, a 1-hour meeting with the City will be scheduled to confirm scoring and compile information to determine who will be interviewed.

Assumptions:

- Design engineer solicitation and RFQ coordination will take place at the regular coordination meetings to confirm background documents, evaluation criteria, RFQ language, timing, outreach and other coordination items.
- Pre-proposal site visit will include two Stantec staff onsite with preparation of agenda prior to and notes following the site visit
- A 1-hour meeting with the City will be scheduled to confirm scoring and evaluate submittals received by the City to determine which firms will be interviewed
- City will be responsible for RFQ advertising and uploading materials to procurement website
- Stantec may provide advisory input regarding responsiveness, qualifications, and scoring methodology, but the City selection committee shall make all scoring and selection decisions. City will coordinate with their legal team for review and approval of solicitation documents before moving forward

Deliverables:

- Draft and final Design Engineer RFQ solicitation documents
- Evaluation criteria
- Scoring compilation and summary in coordination with the City

Subtask 4.3 Interviews

Stantec will coordinate and facilitate with the City's selection committee and selected engineering firms for interviews, format, in-person interviews and scoring.

Assumptions:

- Up to two Stantec staff members will facilitate up to four 1-hour interviews and provide advisory input
- Stantec will coordinate interview process and format with City and distribute to interviewees
- Stantec will compile selection committee scoring and compile for final decision in a 2-hour selection committee decision meeting after the interviews
- Stantec is assuming our staff will be independent reviewers and will not provide scores or votes unless requested by City
- The City will issue the intent to award
- Stantec's support with engineer contract negotiations will be part of future task orders

Deliverables:

- Interview format for interviewees
- Interview notes for selection committee
- Interview evaluation input (as requested by City) and scoring compilation by selection committee

Subtask 4.4 Documentation

Stantec will support the City in maintaining procurement documentation consistent with applicable City, State, and funding agency requirements via the Project SharePoint site. This subtask effort will also include other documentation and archiving documents for the entire task order.

Task 5. Funding, Regulatory and Permitting Coordination

Stantec will assist the City in developing, coordinating and progressing funding, permitting, and regulatory efforts to support successful Project delivery as identified in the subtasks below.

Subtask 5.1 Funding Assistance and Tracking

Stantec will assist the City in creating the documentation and providing the coordination related to State Revolving Fund (SRF), grants, loans, bonds, regulatory approvals, environmental review, procurement obligations, and/or other funding agency requirements applicable to the Project. This effort will start with a 2-hour virtual workshop to determine

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what funding efforts have been to date, what funding efforts the City is interested in investigating and any funding options recommended by Stantec. Stantec will assist the City in creating an 'actions to date' funding documentation summary and provide a draft and final memo on a future funding strategy and schedule recommendations. The City will review the draft future funding strategy and schedule recommendation memo and provide comments to Stantec. Based on the comments received, Stantec will prepare a final memo.

Stantec will also coordinate with the City staff and design engineer to track regulatory submittals, permit conditions, agency comments, design responses, and compliance obligations. This coordination is expected to include tracking through PER development and IDEQ review responses. Coordination is generally expected to be through communication during bi-weekly progress meetings.

Assumptions:

- Stantec will coordinate with the City to hold a 2-hour virtual funding workshop to review all aspects of the funding component
- Additional and special funding support efforts are yet to be determined and are outside of the scope of this task order
- Additional final design regulatory tracking will be performed in future task orders
- Stantec will assist the City with preparation of up to three funding applications for an average of 20 hours each

Deliverables:

- Funding information request to City
- Actions to date funding summary
- Draft and final Funding Strategy Recommendations Memo

Subtask 5.2 Agency Communication

Stantec will support City and PER design engineer communications with IDEQ, funding agencies, permitting authorities, utilities, and other authorities having jurisdiction. Stantec will assist with coordination meetings with IDEQ regarding project design status, permitting updates, and permit negotiations. Stantec will also coordinate with City attorney and City bond counsel for up to two separate meetings.

Assumptions:

- Communication with EPA is not expected to be needed
- Minimal communications support for EPA, funding agencies, utilities, and other authorities having jurisdiction (other than IDEQ) is expected in this task order
- Stantec will facilitate up to four two-hour coordination meetings with IDEQ and City regarding project design status, permitting updates, and project schedule. Stantec will have up to two (2) staff at each IDEQ meeting (in-person)
- Stantec will participate in the IDEQ meetings with the City and PER design engineer
- The IDEQ meeting will take place the IDEQ office Coeur D'Alene IDEQ location

- Stantec will coordinate with the City Attorney and City Bond Council for up to two meetings. Stantec staff will have up to two staff members present at these meetings and will include agenda and notes for each meeting. Meetings will be virtual.

Deliverables:

- Agency and City coordination meeting agendas, meeting notes, and action item lists, as applicable

Subtask 5.3 Funding Milestone Tracking

Stantec will track funding-related milestones through the Project Schedule. Tracking of procurement requirements, eligible costs, disbursement documentation, change documentation, and record-keeping needs will also be provided through the development of a compliance and tracking plan. Outputs will be incorporated into the regular bi-weekly meeting and reported in the monthly report, as appropriate.

Assumptions:

- Stantec will track funding-related milestones in conjunction with the Master Schedule
- Tracking will include procurement requirements, eligible costs, disbursement documentation, change documentation, and recordkeeping needs
- The development of the compliance and tracking plan will include two RFIs and two one-hour funding and compliance meetings
- Tracking will be monitored and reported in the bi-weekly meetings and in monthly reports as needed

Deliverables:

- Milestone compliance and tracking at bi-weekly meetings
- Funding and compliance status updates for monthly reporting and input into the Master Schedule

3. Project Level Assumptions/Exclusions

1. This Task Order is limited to project initiation, Owner's Representative planning and coordination, PER review and support, Design Engineer procurement assistance, and funding assistance services described herein.
2. Stantec's review and advisory services are provided in an Owner's Representative capacity and do not constitute Engineer of Record services, independent design, design certification, legal review, financial advisory services, or approval of work prepared by others.
3. The City will be the final arbiter of procurement decisions, final selection decisions, contract negotiations, funding applications, and formal communications requiring City authorization; Stantec will provide advisory input and documentation support as requested.
4. Stantec will establish and maintain project documentation through the Project Microsoft Teams and SharePoint share site for materials within Stantec's control; records maintained

by the City, Engineer of Record, funding agencies, regulatory agencies, contractors, or other parties remain the responsibility of those parties.

5. Meeting frequencies, durations, workshops, RFIs, reviews, monthly reporting, and check-ins are based on the assumptions stated in the task-level assumptions above; meetings or deliverables beyond those assumptions may require additional authorization and a change order.
6. Project schedule, budget, cost-control, risk, funding, and compliance tracking tools will be based on information available at the time prepared and will be updated as project conditions and City direction evolve.
7. Stantec shall be entitled to reasonably rely upon the information and data provided by the City or obtained from generally acceptable sources within the industry without independent verification except to the extent such verification is expressly included herein.
8. This scope of work does not cover review or coordination of an Environmental Assessment (EA). Stantec's involvement in an EA would require another Task Order or an amendment.
9. This scope of work does not cover review or coordination of a geotechnical investigation for the WWTP property. Stantec's involvement in a geotechnical investigation would require another Task Order or an amendment.

4. Owner's Responsibilities

Based on the above scope of work, the City shall have the following responsibilities.

1. The City will provide timely access to available project information, records, data, reports, PER materials, background documents, cost estimates, schedules, regulatory correspondence, funding documentation, procurement requirements, City standards, and other information needed for Stantec to perform the services described in this task order.
2. The City will review Stantec-prepared draft materials, provide consolidated comments, and make timely (within one to two weeks, or as requested) decisions necessary to support the project schedule, including decisions related to governance, procurement, funding, budget, schedule, risk, public outreach, and agency coordination.
3. The City will review deliverables and provide review comments generally within two weeks.
4. The Owner will provide access to the project site and City facilities, as needed, for validation meetings, in-person coordination, field review, agency coordination, or other activities described in this Task Order.
5. The Owner will submit funding applications and formal funding documentation and will purchase, administer, and maintain any City-required funding tracking or management systems unless otherwise authorized in a separate task order.
6. The Owner will maintain official City records and records generated or received directly by the City, including procurement records, funding records, legal records, agency correspondence, and formal approvals, while Stantec will maintain project documentation within Stantec's control through the Project share site.
7. The Owner will provide timely notice of changes in project priorities, funding assumptions, procurement strategy, agency requirements, stakeholder direction, schedule constraints, or budget assumptions that may affect Stantec's services or deliverables.

5. Task Order Schedule

These services are anticipated to extend from November 1, 2026 through June 30, 2027 with the following milestones identified. A detailed schedule will be provided at the Kickoff Meeting showing tasks and subtasks along with predecessors and critical path. Note that there is a high degree of uncertainty to the schedule due to several factors including City decision making, PER design development progress and funding priorities.

Task No.	Task / Subtask Name	Start Date	End Date
Task 1	Project Management and Administration	2026/11/01	2027/6/30
Task 2	Project Initiation	2026/11/01	2027/06/30
Task 3	PER Review and Support	2026/11/01	2027/04/30
Task 4	Design Engineer Procurement	2026/12/15	2027/05/15
Task 5	Funding Assistance	2026/11/15	2027/06/30

6. Payments to Engineer

The terms of payment are set forth in the Agreement. The authorized, not-to-exceed, amount for this Task Order is \$530,290 and is to be billed on a time and materials basis. Note that each task and subtask are estimates only and funds can be shifted between tasks provided the not-to-exceed is not exceeded as noted in the fee table below. Project billing rates will be provided separately as part of the MSA agreement.

Task Code	Task Name	Labor	Expense	Total
Task 1	Management, Reporting and Internal Meeting	\$212,820	\$5,000	\$217,820
Task 2	Project Initiation	\$96,310	\$4,800	\$101,110
Task 3	PER Review and Support	\$67,890	\$2,000	\$69,890
Task 4	Design Engineer Procurement	\$62,270	\$5,300	\$67,570
Task 5	Funding , Regulatory and Permitting Coordination	\$68,900	\$5,000	\$73,900
Total				\$530,290

7. Terms and Conditions

Execution of this Task Order by Owner and Consultant shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Consultant is authorized to begin performance upon the Effective Date of this Task Order signed by Owner.

The Effective Date of this Task Order Amendment is October 9, 2026.

OWNER:

By: _____

Print Name: Jeremy Grimm

Title: Mayor

ENGINEER:

By: _____

Print Name: Nick Smith

Title: Sr Principal Project Manager



AGENDA REPORT

City Council Meeting

TODAY'S DATE: October 1, 2026

MEETING DATE: October 7, 2026

TO: Mayor Grimm, Sandpoint City Council

FROM: Jason Welker, Planning & Community Development Director, and Erik Bush, Project Manager

SUBJECT: City Beach Parking Lot project, update and next steps

DESCRIPTION/BACKGROUND:

At its September 16th meeting, City Council gave direction to staff to proceed with the “Essential RV Park” concept presented at that meeting, which provides a value-engineered version of the full RV Park buildout originally developed following community engagement and work with the RV Park subcommittee of the Parks Commission.

The Design team for the RV Park and City Beach parking lot projects has begun to advance the 35% RV Park design to construction-ready documents, with the expectation that those will be completed by mid-November. Given the timing, the team recommends opening the bid for the RV Park after the new year, with construction commencing as soon as conditions allow (likely February or March). Given the reduced scope of the “Essential RV Park,” the team would expect the project to be completed in time for opening in mid-June.

Meanwhile, the 35% drawings already completed, which show the fully built out RV Park, including restroom facility, ADA improvements, a shared picnic and fire pit area by the lake, paved RV pads, enhanced landscaping, picnic tables at each site, and curbs and sidewalks throughout the RV Park, will be utilized to apply for a second RV Fund grant this January, which we would expect to hear on whether it is awarded by May of 2027.

HMH and MTLA’s other task, beyond bringing the RV park to construction-ready design, is to develop 35% design documents for the remainder of the City Beach parking lot, including improvements to flow of traffic to the boat launches, improved and expanded boat trailer parking, pedestrian safety, stormwater, landscaping, lighting, and other enhancements to the ~300-vehicle parking facility that, as far as our records show, has not seen a meaningful improvement since it was first paved in the 1960s.

Included with this staff report is the updated concept for the remainder of the parking lot, incorporating the feedback received over months of iterating the design, including work with the Parks Commission, feedback from the community at a Farmers Market open house, a community survey, and previous presentations to City Council. The concept’s most notable change from previous concept is the removal of the separation that previous concepts showed between vehicle parking and boat trailer parking, the addition of 18 pull-through boat trailer parking stalls (no more backing in or out of stalls required), and the addition of 10 dual-purpose boat trailer stalls (which serve as 20 vehicle stalls). The new concept expands boat trailer parking at the expense of some vehicle parking, reducing the number of vehicle stalls from 278 standard and ADA stalls today to 271. However, with the shared trailer/vehicle stalls

included, the new concept increases the number of vehicle stalls to 291, 13 more than are available today.

The updated plan retains the roundabout concept at the entrance to manage flow of different vehicle types into and out of the parking lot and boat launch area, while expanding access to parking closer to the swimming areas where most parkgoers wish to be and boat trailer parking closer to the launch where boaters need to be. The boat launch area is expanded for easier maneuvering of trailers, and, most importantly, the concept creates safe pedestrian routes across and around the entire parking lot, connecting visitors from where they park to where they are going more safely than today's arrangement allows.

STAFF RECOMMENDATION:

Before directing the design team to advance the concept to 35% design with engineers' cost estimates (needed for grant applications this winter), staff are looking for Council's approval of the concept as presented tonight. Staff believe this version addresses the expressed concerns and desires of the broader community and Council around vehicle circulation and access, pedestrian safety, open-space preservation, retention of existing vehicle parking, and year-round adaptability of the boat trailer and vehicle parking areas based on seasonal fluctuations in utilization of City Beach by the boating and general beachgoing communities.

Staff recommend Council approve the current design and direct the design team to advance it to 35% and develop cost estimates which staff may use for grant applications in the upcoming grant season.

ACTION:

No action needed, discussion only and consent to proceed.

WILL THERE BE ANY FINANCIAL IMPACT? N HAS THIS ITEM BEEN BUDGETED? Y

ATTACHMENTS:

City Beach parking lot conceptual design v.6

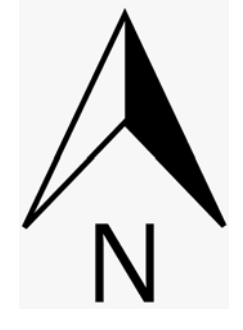


CONCEPT D: PULL THROUGH AND SHARED BOAT PARKING

PARKING:
STANDARD
271 STALLS (TARGET: 300, EXISTING: 278 STANDARD, 9 ADA)
(176) STANDARD STALLS
(75) COMPACT STALLS
(20) SHARED STALLS
(DOES NOT ACCOUNT FOR LOST SPACES OR ADA SPACES)

28 BOAT TRAILER PARKING SPOTS
(18) PULL-THROUGH BOAT TRAILER PARKING
(10) SHARED PULL-THROUGH BOAT TRAILER PARKING
(TARGET: 20, EXISTING: 10)

RV PARK:
18 RV SITES TOTAL (TARGET: 16-18)
(10) 60' BACK-IN SITES
(8) 55' BACK-IN SITES



SEPTEMBER 30, 2026



**CITY BEACH PARKING AND RV PARK - CONCEPT D
SANDPOINT, ID**





AGENDA REPORT

City Council Meeting

TODAY'S DATE: October 1, 2026

MEETING DATE: October 7, 2026

TO: City Council

FROM: Mayor Jeremy Grimm

SUBJECT: Approve 2027 Employee Benefits Contracts and Insurance Policies

DESCRIPTION/BACKGROUND:

The City has received the annual benefit renewal information for Blue Cross of Idaho and Delta Dental, effective January 1, 2027. The Blue Cross of Idaho renewal was issued at the 12% renewal cap for 2027. Currently, the City contributes \$2,000 annually to HealthEquity for all employees enrolled in the HSA Medical Plan. Beginning January 1, 2027, it is suggested to change to a two-tier HSA contribution structure. Employees enrolled in employee-only coverage will receive an annual City contribution of \$500, while employees enrolled in all other coverage levels will continue to receive the \$2,000 annual contribution. For dental coverage, the employee-only premium will remain at \$45 per month, while the premiums increase for dependents. The increases for the other coverage tiers increase from 4.65% to 6%. The employer dental administrative fee (PEPM) increased from \$9.64 to \$9.93 (100% City paid). Please see the attached dental coverage form for the specific premium changes. Vision increased 2.5% across all tiers (100% employee paid) and Life Insurance (also 100% employee paid benefit) remain the same. Due to consistently low utilization of the Employee Assistance Program over the past several years, it is suggested to discontinue the program as part of the City's employee benefits package effective January 1, 2027.

STAFF RECOMMENDATION:

- Staff recommends a Motion to approve the 2027 employee benefits contracts and insurance policies.

ACTION:

- Motion to approve 2027 employee benefits contracts and insurance policies

WILL THERE BE ANY FINANCIAL IMPACT? Yes HAS THIS ITEM BEEN BUDGETED? Yes

ATTACHMENTS:

Proposed Resolution

2027 Blue Cross of Idaho Employee Benefit Booklet

2027 Blue Cross of Idaho Agreement and Delta Dental Renewal Letter

2027 Employee Benefits Summary

No: 26-
Date: October 7, 2026

RESOLUTION
OF THE CITY COUNCIL
CITY OF SANDPOINT

TITLE: APPROVING THE 2027 EMPLOYEE BENEFITS CONTRACTS AND INSURANCE POLICIES

WHEREAS: The City has received its annual employee benefit renewal information from Blue Cross of Idaho and Delta Dental for coverage effective January 1, 2027;

WHEREAS: The Blue Cross of Idaho renewal for 2027 is at the 12% renewal cap;

WHEREAS: Beginning January 1, 2027, the City will implement a two-tier HealthEquity HSA contribution structure, with an annual City contribution of \$500 for employees enrolled in employee-only coverage and \$2,000 for employees enrolled in all other coverage levels;

WHEREAS: The employee-only dental premium will remain at \$45 per month, while premiums for dependent coverage tiers will increase between 4.65% and 6%, and the employer-paid dental administrative fee will increase from \$9.64 to \$9.93 per employee per month;

WHEREAS: Vision insurance premiums will increase by 2.5% across all coverage tiers and remain 100% employee-paid;

WHEREAS: Life insurance premiums will remain unchanged, and the benefit will continue to be 100% employee-paid;

WHEREAS: Due to consistently low utilization, the City will discontinue the Employee Assistance Program effective January 1, 2027; and

WHEREAS: The City Council has reviewed the proposed 2027 employee benefits contracts and insurance policies and finds them appropriate for the City's employee benefits program;

NOW, THEREFORE, BE IT RESOLVED THAT: City Council hereby approves the 2027 employee benefits contracts and insurance policies, effective January 1, 2027.

BE IT FURTHER RESOLVED THAT: The Mayor or his designee is hereby authorized, on behalf of the City, to execute this agreement.

Jeremy Grimm, Mayor

ATTEST:

Meri Jane Bohn, City Clerk



2027 City of Sandpoint Employee Benefit Renewal

 **Taylor Insurance Inc.**

On behalf of everyone at Taylor Insurance, we thank you for allowing us to administer your health plan benefits this year. Being an advocate – for you, your employees and your families – is a responsibility that we take very seriously.

Your renewal date is approaching, and this packet includes your 2027 renewal calculations, information about your renewal and possible benefit changes.

Again, we thank you for your partnership and look forward to continuing to work with your organization to provide a quality, cost effective healthcare plan.

Medical Trend

Health care costs in the United States are high and rising. For many individuals, their health care costs outpace their wages. Since 2010, medical trend has grown by 73%, according to the Council for Affordable Health Coverage (CAHC). This is approximately four times faster than the average American's wage and five times quicker than the consumer price index. Due to health care costs accelerating faster than wages, health care coverage is becoming less affordable for many individuals. The CAHC states that if the current trend continues, the average family will spend more than 50% of their income on health care by 2030.

What Is Medical Trend?

According to PricewaterhouseCoopers' (PwC's) Health Research Institute (HRI), medical trend is the projected percentage increase in the cost to treat patients from one year to the next, assuming benefits remain the same. Insurance companies use these projections to calculate health plan premiums for the upcoming year. For example, if an insurance company projects a 7% increase in medical trend for the upcoming year, then a health plan that costs \$10,000 per employee will increase to \$10,700 the following year. Generally, the prior year's health care spending data is used as input to project medical trend for the upcoming year.

Why Is Medical Trend Increasing?

Each year, health care costs in the United States continue to increase. In fact, health care spending grows faster than the rest of the U.S. economy. The United States spends 70% more of its gross domestic product on health care than other highly developed countries.

The leading cause of the rise in medical trend is the increase in prices at points of care. However, several other factors impact medical trend, such as:

- Health care utilization
- Impact of fixed deductibles and copays
- Government-mandated benefits
- Technological advancements
- High-cost medical treatments and prescription drugs

Medical Trend Inflators and Deflators

PwC's annual medical trend report shows that health care costs will continue rising under strong inflationary pressures, with medical trend projected to increase by 9% for the Group market in 2027, the highest figure in 17 years. Cost growth is being driven by elevated hospital expenses, the expanding use of high-cost therapies and surging behavioral health care utilization. Although these forces exert significant upward pressure, several meaningful deflators—including increased biosimilar uptake, strengthened cost-of-care management strategies and the growing use of artificial intelligence (AI) in administrative processes—are helping mitigate some of the impact. Together, these trends can offer insight into the structural and operational factors shaping health care spending in the year ahead.

According to PwC's report, 2027 medical trend inflators include:

- **AI-enabled documentation and coding tools** allow providers to capture greater specificity and reimbursable severity without proportionate increases in care intensity. Nearly 70% of surveyed health plans named it a top-three trend inflator for healthcare costs.
- **Provider reimbursement pressure** remains elevated due to inflationary pressure across provider underlying cost structures, reinforced by market consolidation limiting market alternatives.
- **Pharmacy trend continues to outpace overall medical trend**, driven by advances in specialty drugs and expanding GLP-1 indications. High-cost therapeutics, such as glucagon-like peptide-1 (GLP-1) drugs, continue to expand, alongside rising drug spending in oncology, immunology, cardiovascular disease, obesity and diabetes.
- **Rising hospital operating costs**—Hospitals face increased labor expenses, higher supply costs and greater operating overhead, much of which is passed along to commercial payers. Revenue cycle management practices can also drive additional inpatient admissions, contributing to cost shifts.
- **Behavioral health continues to outpace broader medical trend**, with utilization surging 62% from 2018 to 2024.
- The **No Surprises Act Independent Dispute Resolution arbitration process** has become a durable reimbursement inflator, with 2.6 million cases filed in 2025 and providers winning 88% of disputes.

The report also highlighted several medical trend deflators:

- **Biosimilar adoption**—Biosimilars remain the top cost deflator for the third consecutive year, with adoption rising significantly in 2024 and expected to grow with new product entrants.
- **Cost-of-care management strategies**—Utilization management, claims integrity programs, pharmacy oversight and prescription management initiatives are helping plans reduce unnecessary spending and improve cost efficiency.
- **AI tools in administrative and clinical workflows**—AI-enabled tools enhance efficiency across utilization management, claims review and care coordination processes, strengthening their deflationary impact.

Impact of Increasing Medical Trend

An increased medical trend often translates into higher medical costs for employers. In the past, employers have been able to mitigate increased medical costs by passing them on to their employees. However, due to the current state of the labor market, many employers will likely avoid shifting health care costs to their employees. As a result, many employers are seeking cost-effective solutions to manage rising health care costs and keep employee benefits affordable. These solutions may include directing employees to cost-effective care, improving employee health literacy, incorporating health care technology and adjusting plan design. Employers can also consider secondary insurance options to help offset employees' out-of-pocket costs.

For employees, rising medical costs generally mean a higher percentage of their paychecks will be directed to health care. In some cases, even wage increases could be absorbed by rising premiums. Because of record-high inflation, many employees are already feeling financially strained, so they are likely to put off care or reduce their medical spending. Employers can help employees counter inflation's impact and stay healthy by keeping employee benefits affordable.

Historical Utilization

Regence Financial Facts 2024



Regence BlueShield of Idaho is an independent
Licensee of the Blue Cross and Blue Shield Association

Group Utilization Overview

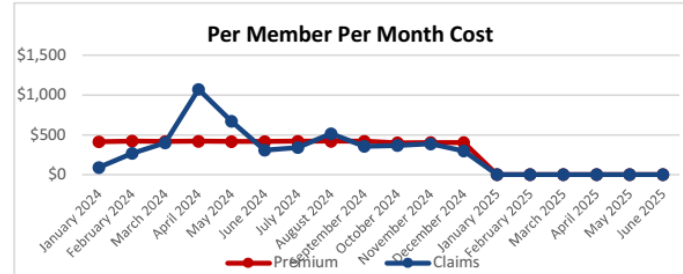
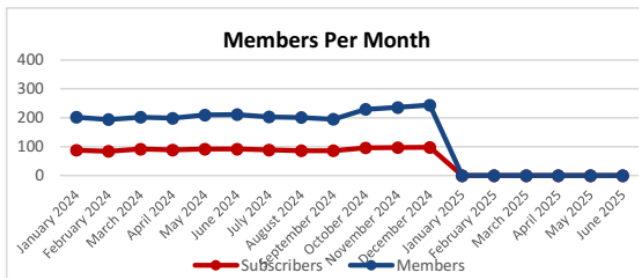
City Of Sandpoint

Paid Date: January 2024 - June 2025

Incurred Date: January 2024 - December 2024

Pooling Level \$125,000

Month	Subscribers	Members	Premium	Total Paid	Total Paid PMPM	Premium PMPM	Loss Ratio
January 2024	88	202	83,711	18,479	\$91.48	\$414.41	22.1%
February 2024	84	194	81,811	51,929	\$267.67	\$421.71	63.5%
March 2024	92	202	83,912	80,781	\$399.90	\$415.41	96.3%
April 2024	89	199	83,444	213,387	\$1,072.30	\$419.32	255.7%
May 2024	92	210	87,268	140,406	\$668.60	\$415.56	160.9%
June 2024	92	211	87,714	64,980	\$307.96	\$415.71	74.1%
July 2024	89	203	85,185	69,427	\$342.00	\$419.63	81.5%
August 2024	86	201	84,263	103,559	\$515.22	\$419.22	122.9%
September 2024	86	195	81,800	69,401	\$355.90	\$419.49	84.8%
October 2024	96	230	92,046	84,002	\$365.23	\$400.20	91.3%
November 2024	97	236	95,456	91,393	\$387.26	\$404.47	95.7%
December 2024	98	244	98,502	72,294	\$296.29	\$403.69	73.4%
January 2025	0	0	0	49,803			
February 2025	0	0	0	7,619			
March 2025	0	0	0	2,356			
April 2025	0	0	0	452			
May 2025	0	0	0	385			
June 2025	0	0	0	2,124			
Total	1,089	2,527	\$1,045,111	\$1,122,775	\$444.31	\$413.58	107.4%



Regence Financial Facts 2025

Financial Facts 2025



Regence BlueShield of Idaho is an independent
licensee of the Blue Cross and Blue Shield Association

Group Utilization Overview

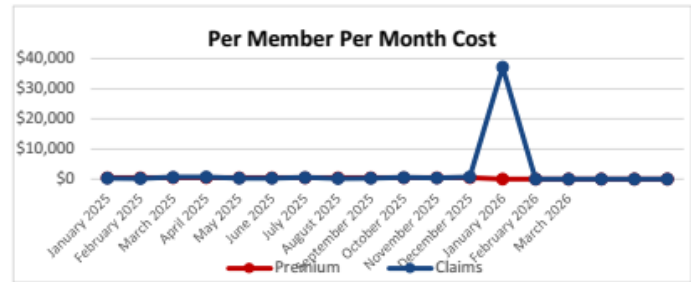
City Of Sandpoint

Paid Date: January 2025 - June 2026

Incurred Date: January 2025 - December 2025

Pooling Level \$125,000

Month	Subscribers	Members	Premium	Total Paid	Total Paid PMPM	Premium PMPM	Loss Ratio
January 2025	96	239	120,788	65,132	\$272.52	\$505.39	53.9%
February 2025	95	238	120,254	49,907	\$209.69	\$505.27	41.5%
March 2025	97	240	121,566	161,574	\$673.22	\$506.53	132.9%
April 2025	95	236	119,625	179,494	\$760.57	\$506.88	150.0%
May 2025	93	231	117,003	67,802	\$293.52	\$506.50	57.9%
June 2025	94	233	118,412	77,592	\$333.01	\$508.21	65.5%
July 2025	96	238	121,063	141,536	\$594.69	\$508.67	116.9%
August 2025	97	238	122,275	51,847	\$217.84	\$513.76	42.4%
September 2025	93	231	117,149	62,625	\$271.10	\$507.14	53.5%
October 2025	94	232	118,341	135,729	\$585.04	\$510.09	114.7%
November 2025	96	237	120,123	97,476	\$411.29	\$506.85	81.1%
December 2025	97	238	120,997	172,931	\$726.60	\$508.39	142.9%
January 2026	0	2	158	74,320	\$37,159.81	\$78.77	47175.1%
February 2026	0	0	0	18,289			
March 2026	0	0	0	8,704			
April 2026	0	0	0	685			
May 2026	0	0	0	480			
June 2026	0	0	0	2,999			
Total	1,143	2,833	\$1,437,752	\$1,369,120	\$483.28	\$507.50	95.2%



Historical Rate Changes

June 2019 - Entered a 19-month contract with an increase of 6%

January 2021 - 10% Reduction in Rates

January 2022 - 2% Reduction in Rates

Received a premium refund via the 50/50 SharePlan in the amount of \$74,861 based on performance of 2021 plan year.

January 2023 - 4% Increase in Rates

January 2024 - 8.5% Increase in Rates

January 2025 - 24.81% Increase in Rates

January 2026 - Moved to Blue Cross of Idaho, roughly 5.5% increase

2027 Blue Cross of Idaho Renewal

- ❖ Your organization currently offers three medical plan tiers, providing employees with meaningful choice across premium, deductible, and plan design preferences. The table below reflects current 2026 and renewal 2027 monthly premium rates and plan design parameters.
- ❖ The renewal was issued at the 12% renewal cap.

Medical Benefit	PPO 1000	PPO 2000	HSA 4000
Funding Type	Fully Insured	Fully Insured	Fully Insured
Product	Preferred Blue PPO	Preferred Blue PPO	H.S.A. Blue PPO (Agg)
Deductible	\$1,000	\$2,000	\$4,000
Medical Total Out-of-Pocket	\$5,500	\$8,000	\$5,500
Member Coinsurance	30%	30%	30%
Physician Copay	Tier 1 \$10/Tier 2 \$30	Tier 1 \$10/Tier 2 \$30	Ded, Coin
Specialist Copay	Tier 1 \$30/Tier 2 \$50	Tier 1 \$30/Tier 2 \$50	Ded, Coin
1st Dollar DXL	N/A	N/A	N/A
Prescription Drugs	10/20/30/50/20%/30%	10/20/30/50/20%/30%	Ded, Coin
Prescription Drugs Total Out-of-Pocket	Subject to Medical	Subject to Medical	Subject to Medical

Current Rates			
	PPO 1000	PPO 2000	HSA 4000
Enrollee	\$752.40	\$694.34	\$586.19
Employee + Spouse	\$1,588.34	\$1,463.37	\$1,230.58
Employee + One Child	\$1,035.66	\$954.92	\$804.53
Employee + Children	\$1,457.08	\$1,342.61	\$1,129.39
Employee + Spouse + Child(ren)	\$2,251.57	\$2,073.50	\$1,741.84

Renewal Rates			
	PPO 1000	PPO 2000	HSA 4000
Enrollee	\$842.69	\$777.66	\$656.53
Employee + Spouse	\$1,778.94	\$1,638.97	\$1,378.25
Employee + One Child	\$1,159.94	\$1,069.51	\$901.07
Employee + Children	\$1,631.93	\$1,503.72	\$1,264.92
Employee + Spouse + Child(ren)	\$2,521.76	\$2,322.32	\$1,950.86

Current High Cost Claims and High Provider Usage

- ❖ Oncology
- ❖ Prescriptions
 - Specialty
 - GLP-1
- ❖ Mental Health
- ❖ Blue Cross of Idaho is indicating group is approaching 100% MLR.

Historical Member Utilization

	Members Meeting Deductible	Members Meeting Out-of-Pocket
2023	30	11
2024	50	11
2025	56	13 with 9 very close
YTD 2026	25	12

UTILIZATION TREND INSIGHTS:

- **Specialty pharmacy spend** is the fastest-growing claims category, driven primarily by GLP-1 medications such as Ozempic, Wegovy, and Mounjaro, which now account for a disproportionate share of prescription drug spend.
- **Mental health and behavioral health** utilization has increased substantially post-pandemic, and several providers in the top-provider list appear to be related to mental health services.
- **Preventive care utilization** remains below optimal levels, though stronger than many comparable groups; increasing annual wellness exams and preventive screenings can help reduce future high-cost claims.

Options

- ❖ Mitigate the increase by increasing deductibles, increasing out-of-pocket maximums, and implementing a prescription drug deductible.
 - Increase out-of-pocket maximums; the federal threshold is \$12,000 in 2027.
- ❖ Balance Funded (4% increase in rates) for reporting and possible refund.
- ❖ Self – Funded Option Requested and denied by Blue Cross of Idaho based on group size.
- ❖ Change in Employer Contribution / Defined Contribution
- ❖ Direct Primary Care with HDHP Only
- ❖ ICHRA
- ❖ Send plan to market for 2027? III-A?

HealthEquity

- ❖ HealthEquity continues to be our HSA banking partner.
 - No change in administration charges.
 - \$2.25 PEPM
- ❖ City of Sandpoint currently contributes \$2,000 annually to employees enrolled in the HSA Option.
- ❖ Proposed change in contribution for HSA participants as follows for 2027.

Employee Only Coverage

\$500 Annually

Two or more Enrolled

\$2,000 Annually

HSA Contribution Limits

The following chart shows the health savings account (HSA) limits that will apply for 2027, along with the 2026 limits for comparison purposes.

Type of Limit		2026	2027	Change
HSA Contribution Limit	<i>Self-only</i>	\$4,400	\$4,500	Up \$100
	<i>Family</i>	\$8,750	\$9,000	Up \$250
HSA Catch-up Contributions <i>(not subject to adjustment for inflation)</i>	<i>Age 55 or older</i>	\$1,000	\$1,000	No change

Delta Dental of Idaho

Financials - 12 Month Comparison Summary



Delta Dental is offering a 3% renewal increase for a one-year contract.

A 32.2% savings of total claims submitted is realized as a result of Delta Dental's unique contracts with providers. These procedures are non-billable to your account.



There were 4.2% more employees covered under the dental plan.

There were 3.9% more claims and 9.5% more dollars paid in claims.

The cost-per-subscriber increased 5.1% to \$72.65.



Preventive, oral surgery, and periodontia services have the highest increase in utilization.

City of Sandpoint

Delta Dental Group No. 0764

For Period: 06-2024 to 05-2025

06-2025 to 05-2026

Month	Subscribers			Administrative Income			NO. Claims			Paid Claims			Cost/Claim			Cost/Subscriber		
	24/25	25/26	% Diff.	24/25	25/26	% Diff.	24/25	25/26	% Diff.	24/25	25/26	% Diff.	24/25	25/26	% Diff.	24/25	25/26	% Diff.
Jun	91	94	3.3%	\$851.76	\$879.84	3.3%	35	42	20.0%	\$7,057.40	\$6,855.40	-2.9%	\$201.64	\$163.22	-19.1%	\$77.55	\$72.93	-6.0%
Jul	88	95	8.0%	\$823.68	\$889.20	8.0%	46	29	-37.0%	\$8,812.10	\$4,877.90	-44.6%	\$191.57	\$168.20	-12.2%	\$100.14	\$51.35	-48.7%
Aug	86	96	11.6%	\$897.75	\$898.56	0.1%	39	38	-2.6%	\$6,828.30	\$6,452.90	-5.5%	\$175.08	\$169.81	-3.0%	\$79.40	\$67.22	-15.3%
Sep	84	92	9.5%	\$684.09	\$861.12	25.9%	43	31	-27.9%	\$7,690.70	\$8,042.97	4.6%	\$178.85	\$259.45	45.1%	\$91.56	\$87.42	-4.5%
Oct	96	93	-3.1%	\$898.56	\$870.48	-3.1%	36	39	8.3%	\$6,200.60	\$6,821.70	10.0%	\$172.24	\$174.92	1.6%	\$64.59	\$73.35	13.6%
Nov	97	95	-2.1%	\$907.92	\$889.20	-2.1%	31	35	12.9%	\$5,389.80	\$6,833.00	26.8%	\$173.86	\$195.23	12.3%	\$55.56	\$71.93	29.4%
Dec	97	96	-1.0%	\$907.92	\$898.56	-1.0%	36	49	36.1%	\$4,783.90	\$8,473.92	77.1%	\$132.89	\$172.94	30.1%	\$49.32	\$88.27	79.0%
Jan	96	97	1.0%	\$898.56	\$935.08	4.1%	32	33	3.1%	\$4,781.50	\$7,528.80	57.5%	\$149.42	\$228.15	52.7%	\$49.81	\$77.62	55.8%
Feb	97	96	-1.0%	\$898.56	\$925.44	3.0%	41	37	-9.8%	\$6,543.00	\$7,013.70	7.2%	\$159.59	\$189.56	18.8%	\$67.45	\$73.06	8.3%
Mar	97	102	5.2%	\$907.92	\$992.92	9.4%	44	59	34.1%	\$7,767.30	\$9,108.60	17.3%	\$176.53	\$154.38	-12.5%	\$80.08	\$89.30	11.5%
Apr	95	102	7.4%	\$889.20	\$983.28	10.6%	39	32	-17.9%	\$6,934.50	\$3,987.80	-42.5%	\$177.81	\$124.62	-29.9%	\$72.99	\$39.10	-46.4%
May	93	106	14.0%	\$870.48	\$983.28	13.0%	34	50	47.1%	\$4,437.40	\$8,563.90	93.0%	\$130.51	\$171.28	31.2%	\$47.71	\$80.79	69.3%
Total:	1,117	1,164	4.2%	\$10,436.40	\$11,006.96	5.5%	456	474	3.9%	\$77,226.50	\$84,560.59	9.5%	\$169.36	\$178.40	5.3%	\$69.14	\$72.65	5.1%

Proposed Renewal

Plans & Rates

	Current	
	PPO	Premier
Preventive & Diagnostic Services	100%	100%
Basic Services	80%	80%
Major Services	50%	50%
Deductible	\$25	\$25
Family Maximum Deductible	\$75	\$75
Annual Maximum Benefit	\$1,250	\$1,250
Maximum Rollover Benefit	\$3,050	\$3,050
Annual Threshold Amount	\$600	\$600
Annual Rollover Amount	\$300	\$300
<i>Child Orthodontia</i>	50%	50%
<i>Orthodontia Lifetime Maximum</i>	\$1,500	\$1,500

Rate Classification	2026 Premiums for Funding	2027 Suggested Premiums for Funding
Employee	\$44.42	\$45.00
Employee & Spouse	\$88.85	\$90.00
Employee & One Child	\$70.63	\$71.50
Employee & Two or More Children	\$97.73	\$100.50
Family	\$133.27	\$143.00
ADMINISTRATION FEE		
PEPM	\$9.64	\$9.93

USable Life – Life, AD&D and Voluntary Life

NO CHANGES

Life Benefits

- Class 1 - Elected Official: \$12,000 and Dependents: \$1,000
- Class 2: 1X annual salary rounded to next \$1,000, plus \$2,000 to a max of \$100,000. Dependents: \$1,000

Current Life Premiums

- Rate hold until 1/1/2028
- Basic Life per \$1,000: \$.228
- Basic AD&D per \$1,000: \$.030
- Basic Dependent Life: \$.220 PEPM

Current Voluntary Life: No change in premium – age rated

USable Life – Long Term Disability (Fire Department only)

NO CHANGES

- No increase on renewal – age rated
- Elimination Period: 90 days
- Benefit: 60% of monthly pre-disability earnings to a maximum of \$6,000 per month. Minimum benefit is the greater of \$100 or 10% of the monthly gross benefit.

VSP – Voluntary Vision administered via Blue Cross of Idaho partnered with Medical Plan

Vista Preferred Vision Plan

Full-service vision coverage with lower exam copays, annual lens and frame options.

Blue Cross of Idaho, in partnership with VSP® Vision Care, provides you with personalized care, a great selection of eyewear and thousands of in-network provider choices, including private practice doctors, regional and national optical retail chains, and online retailers.

Exam benefits

WellVision Exam® – an eye exam designed to detect signs of vision and health conditions – is covered with a \$15 copay every 12 months. Vista Preferred also includes Essential Medical Eye Care coverage for services related to certain eye issues and diseases after a \$20 copay per exam.

Material benefits

Coverage for glasses and lenses or contacts (instead of glasses). Choose new lenses and frames every 12 months, or choose contacts instead of glasses and get new contacts every 12 months.

Exam Benefits	
WellVision Exam® copay	\$15
Exam frequency	Every 12 months
Material Benefits	
Material copay	\$25
Lens frequency	12 months
Covered lenses	Single, lined bifocal, lined trifocal and standard progressive lenses covered in full.
Lens enhancements	Options for lens enhancements and premium lenses available for purchase.
Frame frequency	12 months
Frame allowance	\$200
Frame allowance at Costco/Walmart/Sam's Club	\$110

Voluntary Vision continued with Blue Cross of Idaho

Contact Lens Benefits <i>(instead of glasses)</i>	
Exam/fitting copay	\$60
Allowance	\$150
Frequency	12 months
Medically necessary contacts	Paid in full. Must be approved by and prescribed by VSP Network Doctor. Material copay applies.
Other Benefits	
Essential Medical Eye Care	Covered in full after \$20 copay per exam. Services related to diabetic eye disease, glaucoma, age-related macular degeneration (AMD), dry eye, conjunctivitis, and sudden vision changes. Retinal imaging for eligible members with diabetes covered in full. Limitations and coordination with medical coverage may apply. Ask your VSP Network doctor for details.
Out-of-network coverage <i>(reimbursement)</i>	Exam: up to \$45 Frames: up to \$70 Single Lens: up to \$45 Lined Bifocal Lens: up to \$65 Lined Trifocal Lens: up to \$85 Progressive Lenses: up to \$85 Elective Contacts: up to \$105 Necessary Contacts: up to \$210

Rate Classification	2026 Premiums	2027 Premiums
Employee	\$11.25	\$11.54
Employee & Spouse	\$16.24	\$16.63
Employee & One Child	\$16.24	\$16.63
Employee & Two or More Children	\$28.90	\$29.61
Family	\$28.90	\$29.61
Percent of Increase		2.5%

Employee Assistance Program

- ❖ BPA is offering a zero increase for the current 6 session model (\$2.43 PEPM).
- ❖ EAP is being underutilized by members. Below is 6 months of utilization.
- ❖ Recommendation is to terminate the benefit at year end.

External Utilization report-Portal


UTILIZATION & ENGAGEMENT REPORT

Account Name	Parent Account Name	Total Unique Current Number of Employees / Students 101
City of Sandpoint		

Utilization Report of Child Accounts	
Parent Account	Child Account Count

COUNSELING

Total Members Calling In count 10	Requests for Counseling 1	Members starting Counseling 1	Counseling Sessions 2	Avg Average Sessions 1.00	Avg Utilization Rate 2.0%
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ADDITIONAL SERVICES

Life & Well-Being Website Visits 0	Life & Well-Being Seminar Participants 0	Legal, Financial, Other Consults 0	Live Training Participants 0	Critical Incident Responses 0	Avg Engagement Rate 19.8%
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TELEHEALTH COUNSELING

Video-Individual 0	Video-Group 0	Phone 0	Chat 0	Text 7
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LIFE AND WELL-BEING RESOURCES

Seminar Participants 0	Financial Consultations 0	Legal Consultations 0	Resource Navigation 0
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PRESENTING ISSUE

Emotional/Psychological 100.0%	Marriage/Family 0.0%	Job/Employment 0.0%	Substance Use 0.0%	Other 0.0%
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LIFE AND WELL-BEING WEBSITE VISITS

Aging/Eldercare 0	Work-Life Balance 0	Parenting 0	Working 0
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Questions / Action Items



City of Sandpoint
Group #10040504
Renewal Rates Effective

01/01/2027--12/31/2027

Medical Benefit	PPO 1000	PPO 2000	HSA 4000
Funding Type	Fully Insured	Fully Insured	Fully Insured
Product	Preferred Blue PPO	Preferred Blue PPO	H.S.A. Blue PPO (Agg)
Deductible	\$1,000	\$2,000	\$4,000
Medical Total Out-of-Pocket	\$5,500	\$8,000	\$5,500
Member Coinsurance	30%	30%	30%
Physician Copay	Tier 1 \$10/Tier 2 \$30	Tier 1 \$10/Tier 2 \$30	Ded, Coin
Specialist Copay	Tier 1 \$30/Tier 2 \$50	Tier 1 \$30/Tier 2 \$50	Ded, Coin
1st Dollar DXL	N/A	N/A	N/A
Prescription Drugs	10/20/30/50/20%/30%	10/20/30/50/20%/30%	Ded, Coin
Prescription Drugs Total Out-of-Pocket	Subject to Medical	Subject to Medical	Subject to Medical
Commission PEPM	\$27.00		

Dental Benefit	N/A
Deductible	
Coinsurance	
Benefit Max	
Ortho	
Commission PEPM	

Vision Benefit	View Premier (12)
Enrollment	Voluntary
Exam Copay	\$15
Frame Frequency	12-months
Commission PEPM	\$1.00

Current Rates					
	PPO 1000	PPO 2000	HSA 4000	Dental	Vision
Enrollee	\$752.40	\$694.34	\$586.19	\$0.00	\$11.25
Ee + Spouse	\$1,588.34	\$1,463.37	\$1,230.58	\$0.00	\$16.24
Ee + 1 Child	\$1,035.66	\$954.92	\$804.53	\$0.00	\$16.24
Ee + Children	\$1,457.08	\$1,342.61	\$1,129.39	\$0.00	\$28.90
Ee + Sp + Child(ren)	\$2,251.57	\$2,073.50	\$1,741.84	\$0.00	\$28.90

Renewal Rates					
	PPO 1000	PPO 2000	HSA 4000	Dental	Vision
Enrollee	\$842.69	\$777.66	\$656.53	\$0.00	\$11.54
Ee + Spouse	\$1,778.94	\$1,638.97	\$1,378.25	\$0.00	\$16.63
Ee + 1 Child	\$1,159.94	\$1,069.51	\$901.07	\$0.00	\$16.63
Ee + Children	\$1,631.93	\$1,503.72	\$1,264.92	\$0.00	\$29.61
Ee + Sp + Child(ren)	\$2,521.76	\$2,322.32	\$1,950.86	\$0.00	\$29.61

Percent Increase 12.0% 12.0% 12.0%

This document contains proprietary and confidential information. Copy and distribution of this document is prohibited without the written consent of Blue Cross of Idaho.

The quote conditions along with the rate page(s) together comprise the entire quote.

By signing you are agreeing to all Underwriting conditions and quote assumptions provided herein.

Authorized Representative: _____

Printed Name: _____

Date: _____

Group Name: City of Sandpoint

Group ID: 10040504

Effective Date: 01/01/2027

BUY-UP PROGRAMS

FULLY-INSURED

As selected below, the Group directs and BCI, or its designated agent, agrees to perform the following additional services.

Current Program	Accept	Decline	Additional Services and Buy-Up Programs
☐	☐	☒	COBRA Administration. The Administrative Fee for COBRA Administrative services is \$1.25 per Enrollee, per month.
☐	☐	☒	Nurse Advice Line Services. The Administrative Fee for Nurse Advice Line services is \$0.15 per Enrollee, per month. Nurse Advice Line provides access to registered nurses 24/7/365. This service helps determine the most appropriate level of care (emergency room, urgent care center, home care, etc.) based on symptoms. Nurses also provide general health and medication information. Participants will also have convenient access to the audio health library which provides hundreds of pre-recorded messages, many also in Spanish, on an array of healthcare topics ranging from the common cold to heart disease.
☐	☐	☒	Employee Assistance Program. The EAP program provides access to professional face-to-face counseling that can help employees through many emotional or personal situations. The program also includes legal, financial, identity recovery and work-life services to assist employees with day-to-day issues. _____ The Administrative Fee EAP 3 visits is \$2.14 per Enrollee, per month. _____ The Administrative Fee EAP 4 visits is \$2.70 per Enrollee, per month. _____ The Administrative Fee EAP 6 visits is \$3.60 per Enrollee, per month. _____ The Administrative Fee EAP 8 visits is \$4.51 per Enrollee, per month. _____ The Administrative Fee EAP 10 visits is \$5.07 per Enrollee, per month.
☐	☐	☒	Telehealth via MDLIVE. (Mid/Large Groups Only) The Premium for MDLIVE is \$0.75 per Enrollee, per month.

GROUP SIGNATURE:

By: _____

Title: _____

Date: _____

Address: _____

Blue Cross of Idaho Underwriting Quote Conditions

- * Unless stated otherwise, this proposal assumes the current plan of benefits remains in place.
- * For dual/multiple plan offerings, each plan must have at least 5% of the total group enrollment.
- * Rates are effective from 01/01/2027 through 12/31/2027. This offer must be accepted at least 15 days prior to the effective date. No retroactive changes are allowed.
- * There are 101 employees enrolled as of 07/31/2026.
- * Rates are based on the assumption of participation of at least 75% of all eligible employees.
- * COBRA & Retiree participants cannot exceed 10% of the enrolled group.
- * Dependent eligibility must flow through the enrolled subscriber.
- * The attached rates assume common eligibility between all lines of coverage.
- * Rates assume at least 50% employer contribution for employees.
- * We are not issuing a renewal rate guarantee.
- * Blue Cross of Idaho will be the only carrier.
- * No member is allowed to opt off coverage in lieu of compensation.
- * Broker/agent Commission is \$27.00 PEPM for Medical and \$1.00 PEPM for Vision.
- * The broker/agent is acting as the representative of the group/employer.
- * [Plan Sponsor] shall have sole and final responsibility for the establishment of eligibility criteria, administration of eligibility determinations, and dis-enrollment directions provided to [BCI]. In addition, [Plan Sponsor] shall have sole and final responsibility for, and shall bear the entire cost of, compliance with any applicable federal, state, and local law related to the establishment, maintenance, and general design of its employee benefit plan, including any responsibilities of a "named fiduciary", "plan sponsor", or "plan administrator" as such terms are described under the Employee Retirement Income Security Act of 1974, as amended, and any responsibilities under the Internal Revenue Code of 1986, as amended, even if [Plan Sponsor] engages [BCI] to assist with such compliance responsibilities. [BCI] does not provide any legal or tax advice to its clients, and [Plan Sponsor] shall have sole and final responsibility for determining the legal and tax status of its benefit plan.

Blue Cross of Idaho reserves the right to adjust the quoted rates if:

- * The actual number of enrollees changes by more than 10% from the number of enrolled contracts noted above.
- * Deductibles, coinsurance and/or co-payments will be self-funded by the employer and this was not disclosed during the proposal process.
- * New or revised State or Federal mandated benefits or fees/taxes become effective during the group's contract period.
- * New or revised reports are to be received by the group/broker.
- * Changes to the benefit plan(s) are requested by the group and agreed to by Blue Cross of Idaho.
- * Changes are made to the employer contribution, employee eligibility, or probationary period.
- * Enrollee participation falls below 75%.
- * Any of the conditions listed above need to be changed.

**COBRA rates are no more than 102% of the Active premium when BCI administers COBRA. COBRA disability rates are no more than 150% of the Active premium regardless of who administers COBRA.

~ Important Summary of Benefits and Coverage Information ~

To view and print a copy of the Summary of Benefits and Coverage (SBC) for your groups current coverage options and the uniform glossary, please log in to the employer portal of our website at bcidaho.com/employers. If you need assistance registering on the Blue Cross of Idaho website, please contact your Account Representative.

If you have questions about the SBC, need language assistance or would like a paper copy free of charge, please refer to the Customer Service number on the back of your Blue Cross of Idaho ID cards or call 1-800-627-1188. You can also visit our website at bcidaho.com/SBC for more information.

The quote conditions along with the rate page(s) together comprise the entire quote.

Plans & Rates

	Current	
	PPO	Premier
Preventive & Diagnostic Services	100%	100%
Basic Services	80%	80%
Major Services	50%	50%
Deductible	\$25	\$25
Family Maximum Deductible	\$75	\$75
Annual Maximum Benefit	\$1,250	\$1,250
Maximum Rollover Benefit	\$3,050	\$3,050
Annual Threshold Amount	\$600	\$600
Annual Rollover Amount	\$300	\$300
<i>Child Orthodontia</i>	50%	50%
<i>Orthodontia Lifetime Maximum</i>	\$1,500	\$1,500

	Current Rates	Renewal Rates
Administrative Rate (<i>Per Employee Per Month</i>)	\$9.64	\$9.93

Renewal: Assumes no plan design changes with a 3% renewal increase to the current \$9.64 PEPM Administration Rate for a one-year contract.

Signature

Date

Accepts renewal policy

October 7, 2026

Julie Tripke
BPA Health
8050 W Rifleman St., Ste. 100
Boise, ID 83704

RE: City of Sandpoint

Dear Julie:

It is the intent of the City of Sandpoint to terminate their EAP policy with your company effective December 31, 2026. It is unfortunate that the benefit has been underutilized over the past year and a half, we must to be fiscally responsible with our resources and we are not finding value in this benefit at this time.

Thank you for your service. If you have any questions, please call our Agent, Autumn Porter at 208.263.2708.

Sincerely,

Jeremy Grimm, Mayor



EMPLOYEE BENEFITS SUMMARY

Effective 01/01/2027 – 12/31/2027

MEDICAL INSURANCE: The City offers eligible employees the option of three medical insurance plans summarized below.

PLAN 1 - CLASSIC	PLAN 2 – HSA	PLAN 3 – BUY UP
Deductible \$2,000 Individual / \$4,000 Family Out-of-Pocket Maximum \$8,000 Individual / \$16,000 Family Coinsurance 70/30 Pharmacy Tier 1: \$10 Tier 2: \$20 Tier 3: \$30 Tier 4: \$50 Tier 5: 20% Tier 6: 30% Copay <u>Primary Care</u> \$10 Choice Doc/ \$30 Non-Choice Doc <u>Specialist</u> \$30 Choice Doc/ \$50 Non-Choice Doc <u>Emergency Room</u> \$100 Copay then 70% Coinsurance after deductible	Deductible \$4,000 Individual / \$8,000 Family Out-of-Pocket Maximum \$5,500 Individual / \$11,000 Family Coinsurance 70/30 Pharmacy Deductible and Coinsurance Applies No Copay Deductible and Coinsurance Applies	Deductible \$1,000 Individual / \$2,000 Family Out-of-Pocket Maximum \$5,500 Individual / \$11,000 Family Coinsurance 70/30 Pharmacy Tier 1: \$10 Tier 2: \$20 Tier 3: \$30 Tier 4: \$50 Tier 5: 20% Tier 6: 30% Copay <u>Primary Care</u> \$10 Choice Doc/ \$30 Non-Choice Doc <u>Specialist</u> \$30 Choice Doc/ \$50 Non-Choice Doc <u>Emergency Room</u> \$100 Copay then 70% Coinsurance after deductible

NOTE – HSA ONLY: The City of Sandpoint will contribute annually to the employee's HealthEquity account based on the employee's coverage tier. Employees enrolled in employee-only coverage will receive an annual City contribution of \$500. Employees enrolled in all other coverage tiers will receive an annual City contribution of \$2,000. Contributions will be made on a prorated, semimonthly basis.

MEDICAL INSURANCE COVERAGE LEVEL: The City contributes to all or a portion thereof for medical insurance premium costs for eligible employees, depending on the level of coverage chosen. Employee costs are summarized below.

COVERAGE LEVEL	PLAN 1 - CLASSIC		PLAN 2 – HSA		PLAN 3 – BUY UP	
	Monthly	Per Pay Period*	Monthly	Per Pay Period*	Monthly	Per Pay Period*
Employee Only	\$0.00	\$0.00	\$0.00	\$0.00	\$65.04	\$32.52
Employee & Spouse	\$284.24	\$142.12	\$238.16	\$119.08	\$424.20	\$212.10
Employee & 1 Child	\$96.32	\$48.16	\$80.70	\$40.35	\$186.74	\$93.37
Employee & 2+ Children	\$239.60	\$119.80	\$200.78	\$100.39	\$367.82	\$183.91
Employee, Spouse & Child(ren)	\$509.74	\$254.87	\$427.14	\$213.57	\$709.18	\$354.59

*NOTE – In months where 3 paychecks occur, premiums and employee HSA contributions will be deducted on the first and second paychecks of that month.

LIFE INSURANCE: The City contributes to 100% of life insurance premium costs for eligible employees. The policy benefit is equal to the employee's annual salary plus \$2,000 up to a maximum of \$100,000. The policy also includes \$1,000 coverage for spouse and \$1,000 coverage for dependent children up to age 26. Voluntary Life Insurance Premiums will be withheld in the second paycheck of the month.

DENTAL INSURANCE: The City contributes to 100% of dental insurance premium costs for eligible employees. Employees are responsible for full premium costs to insure dependents depending on the level of coverage chosen as summarized below.

COVERAGE LEVEL	MONTHLY	PER PAY PERIOD*
Employee Only	\$0.00	\$0.00
Employee & Spouse	\$45.00	\$22.50
Employee & 1 Child	\$26.50	\$13.25
Employee & 2+ Children	\$55.50	\$27.75
Employee, Spouse & Child(ren)	\$98.00	\$49

*NOTE – In months where 3 paychecks occur, premiums will be deducted on the first and second paychecks of that month.

VISION INSURANCE: The City offers an optional vision insurance plan to eligible employees. Employees are responsible for premium costs to insure themselves and dependents as summarized below.

COVERAGE LEVEL	MONTHLY
Employee Only	\$11.54
Employee & Spouse	\$16.63
Employee & Child	\$16.63
Employee & Children	\$29.61
Employee, Spouse & Child(ren)	\$29.61

*NOTE – Vision insurance premiums will be deducted on the second paycheck of the month.

PAID HOLIDAYS: The City observes the following holidays:

New Year's Day	Memorial Day	Labor Day	Day after Thanksgiving
Human Rights Day	Juneteenth	Veterans Day	Christmas Day
Presidents' Day	Independence Day	Thanksgiving Day	

LIFE FLIGHT NETWORK: Annual membership fee of \$75 for medical transport service.

NOTE: Insurance coverage shall commence on the first day of the month following 30 days of employment, not to exceed 60 days.



AGENDA REPORT

City Council Meeting

TODAY'S DATE: September 28, 2026

MEETING DATE: October 7, 2026

TO: City Council

FROM: Holly Ellis, Public Works Director

SUBJECT: Approval of Construction Contract No. A26-3100-8 Award – 2026 Paving Maintenance Project – Olive Ave

DESCRIPTION/BACKGROUND:

Olive Avenue, between Birch Street and Ontario Street, has experienced pavement deterioration associated with aging infrastructure and localized subsurface failures. In 2026, the City completed rehabilitation of the existing sanitary sewer main beneath Olive Avenue using cured-in-place pipe (CIPP). The sewer rehabilitation addressed open and failing joints of the concrete main that had contributed to sinkhole development along the corridor.

Following completion of the sewer rehabilitation, the City also replaced several aging galvanized water service lines with new poly services. Completing these utility improvements prior to paving reduces the likelihood that the roadway will need to be disturbed again in the near term for known utility repairs.

With the priority underground utility work substantially complete, the City solicited informal bids for the 2026 Pavement Maintenance Project to restore Olive Avenue between Birch Street and Ontario Street. The project generally includes removal and replacement of deteriorated asphalt pavement, along with excavation of unsuitable material and placement of new aggregate base where soft or unstable areas are encountered.

The project was bid in accordance with Idaho Code 67-2805(1) and the City of Sandpoint procurement requirements. Bids were opened on September 30, 2026. A total of two bids were received. After evaluation of the bids, Interstate Concrete & Asphalt was determined to be the lowest responsive and responsible bidder.

Once construction begins, the Contractor is required to diligently proceed with the work and achieve final completion within 30 calendar days, but no later than December 1, 2026, weather dependent.

Adjacent property owners will be notified prior to commencement of construction. Local access will be maintained to the extent practicable during construction. Funding for this project is provided by the Street General Fund, Water Fund, and Sewer Fund.

STAFF RECOMMENDATION:

Staff recommends contract award to Interstate Concrete and Asphalt Co. in the total amount of \$102,773.70 for the 2026 Paving Maintenance Project – Olive Ave.

ACTION:

Move to approve contract award to Interstate Concrete and Asphalt Co. in the total amount of \$102,773.70 for the 2026 Paving Maintenance Project – Olive Ave.

WILL THERE BE ANY FINANCIAL IMPACT? Yes HAS THIS ITEM BEEN BUDGETED? Yes

ATTACHMENTS:

Proposed Resolution

Contract Documents

No: 26-
Date: October 7, 2026

RESOLUTION
OF THE CITY COUNCIL
CITY OF SANDPOINT

TITLE: AGREEMENT WITH INTERSTATE CONCRETE AND ASPHALT COMPANY FOR A CONSTRUCTION CONTRACT FOR THE 2026 PAVING MAINTENANCE PROJECT ON OLIVE AVENUE (AGREEMENT #A26-3100-8)

WHEREAS: Olive Avenue between Birch Street and Ontario Street has experienced pavement deterioration associated with aging infrastructure and localized subsurface failures;

WHEREAS: In 2026, the City completed rehabilitation of the existing sanitary sewer main beneath Olive Avenue using cured-in-place pipe (CIPP), addressing open and failing joints that had contributed to sinkhole development along the corridor;

WHEREAS: The City also replaced several aging galvanized water service lines with new poly services prior to paving, reducing the likelihood of future roadway disturbance for known utility repairs;

WHEREAS: Following completion of the priority underground utility work, the City solicited informal bids for the 2026 Paving Maintenance Project to restore Olive Avenue between Birch Street and Ontario Street;

WHEREAS: The project includes removal and replacement of deteriorated asphalt pavement, excavation of unsuitable material, and placement of new aggregate base in areas where soft or unstable conditions are encountered;

WHEREAS: The project was bid in accordance with Idaho Code § 67-2805(1) and the City of Sandpoint procurement requirements, with bids opened on September 30, 2026;

WHEREAS: Two bids were received, and Interstate Concrete & Asphalt Co. was determined to be the lowest responsive and responsible bidder;

WHEREAS: The project will be funded through the Street General Fund, Water Fund, and Sewer Fund;

WHEREAS: The contract requires the contractor to diligently proceed with the work and achieve final completion within 30 calendar days of commencement, but no later than December 1, 2026, weather permitting; and

WHEREAS: Adjacent property owners will be notified prior to construction, and local access will be maintained to the extent practicable during construction.

NOW, THEREFORE, BE IT RESOLVED THAT: Construction Contract No A26-3100-8 for the 2026 Paving Maintenance Project on Olive Avenue is hereby awarded to Interstate Concrete & Asphalt Co. in the total amount of \$102,773.70

BE IT FURTHER RESOLVED THAT: The Mayor or his designee is hereby authorized, on behalf of the City, to execute this agreement.

Jeremy Grimm, Mayor

ATTEST:

Meri Jane Bohn, City Clerk

CONTRACT FOR CONSTRUCTION OF A SMALL PROJECT

This Contract is by and between City of Sandpoint (Owner) and
Interstate Concrete & Asphalt Co. (Contractor).

Owner and Contractor hereby agree as follows:

ARTICLE 1 - THE WORK

1.01 Work

- A. Work includes all labor, materials, equipment, services, and documentation necessary to construct the Project defined herein. The Work may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
- B. The Contractor shall complete all Work. The Project is generally described as follows:
 - 1. 2026 Pavement Maintenance Project which includes remove and replace deteriorating pavement on Olive Avenue from Birch Street to Ontario Street in Sandpoint Idaho.
 - 2. The Site of the Work includes property, easements, and designated work areas described in greater detail in the Contract Documents but generally located within public right of way (alleys) in Sandpoint, Idaho.

ARTICLE 2 - CONTRACT DOCUMENTS

2.01 Intent of Contract Documents

- A. It is the intent of the Contract Documents to describe a functionally complete project. The Contract Documents do not indicate or describe all of the Work required to complete the Project. Additional details required for the correct installation of selected products are to be provided by the Contractor and coordinated with the Owner. This Contract supersedes prior negotiations, representations, and agreements, whether written or oral. The Contract Documents are complementary; what is required by one part of the Contract Documents is as binding as if required by other parts of the Contract Documents.
- B. During the performance of the Work and until final payment, Contractor shall submit all matters in question concerning the requirements of the Contract Documents, or relating to the acceptability of the Work under the Contract Documents to the Owner. Owner will be the interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.
- C. Owner will render a written clarification, interpretation, or decision on the issue submitted, or initiate a modification to the Contract Documents.
- D. Contractor, and its subcontractors and suppliers, shall not have or acquire any title to or ownership rights to any of the Drawings, Specifications, or other documents (including copies or electronic media editions) prepared by Owner or its consultants.

2.02 Contract Documents Defined

The Contract Documents consist of the following documents:

1. This Contract.
2. Performance bond.
3. Payment bond.
4. Specifications (not attached but incorporated by reference) consisting of the Idaho Standards for Public Works Construction (ISPWC – 2020 Edition), excluding Division 100.
5. Special Provisions
6. Drawings consisting of three (3) sheet bearing the following general title: **2026 Pavement Maintenance Project**.
7. Addenda.
8. Contractor's Bid
9. The following which may be delivered or issued on or after the Effective Date of the Contract:
 - a. Work Order
 - b. Change Orders (EJCDC C-941).
 - c. Field Orders (EJCDC C-942).

ARTICLE 3 - ENGINEER

3.01 Engineer

- A. The Owner will assume all duties and responsibilities of Engineer, and have rights and authority assigned to Engineer in the Contract.
- B. The Owner's Engineer Consultant for this Project is Century West Engineering ("CWE").

ARTICLE 4 - CONTRACT TIMES

4.01 Contract Times

- A. The Work will be completed and ready for final payment by December 1, 2026.

4.02 Liquidated Damages (Not Used)

4.03 Delays in Contractor's Progress

- A. If Owner or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor or their subcontractors or suppliers.

- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times.
- D. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor or Contractor's subcontractors or suppliers.

ARTICLE 5 - CONTRACT PRICE

5.01 Payment

- A. Owner shall pay Contractor in accordance with the Contract Documents at the unit prices provided on the Bid Form (attached) for each unit of Work completed. Payment will be made in an amount equal to the total of all extended prices for actual Work completed. The extended price is determined by multiplying the unit price times the actual quantity of that Work item completed.
- B. The Contractor shall submit itemized invoices listing all time and materials for work provided under the terms of this Contract, which shall be paid no sooner than thirty (30) days after receipt of correct invoice by the City. The Contractor shall provide all documentation requested by the City for work completed and billed in each invoice.

ARTICLE 6 - BONDS AND INSURANCE

6.01 Insurance

- A. Before starting Work, Contractor and any Subcontractors shall furnish evidence of insurance from companies that are duly licensed or authorized in the jurisdiction in which the Project is located with a minimum AM Best rating of A-VII or better. Contractor and any Subcontractor shall provide insurance in accordance with the following and naming Owner as Additional Insured:

- 1. Contractor shall provide coverage for not less than the following amounts, or greater where required by Laws and Regulations:

- a. Workers' Compensation:

State:	<u>Statutory</u>
Employer's Liability:	
Bodily Injury, each Accident	\$ <u>1,000,000</u>
Bodily Injury By Disease, each Employee	\$ <u>1,000,000</u>
Bodily Injury/Disease Aggregate	\$ <u>1,000,000</u>

- b. Commercial General Liability:

General Aggregate	\$ <u>2,000,000</u>
Products – Completed Operations Aggregate	\$ <u>2,000,000</u>

Personal and Advertising Injury	\$ 1,000,000
Each Occurrence (Bodily Injury and Property Damage)	\$ 1,000,000

c. Automobile Liability herein:

Combined Single Limit of:	\$ 1,000,000
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d. Excess or Umbrella Liability:

Per Occurrence	\$ 2,000,000
General Aggregate	\$ 2,000,000

- B. All insurance policies required to be purchased and maintained will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the insured and additional insured.
- C. Automobile liability insurance provided by Contractor and any Subcontractors shall provide coverage against 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 automobile liability policy shall be written on an occurrence basis.
- D. Contractor's, including Subcontractor's, commercial general liability policy shall be written on a 1996 or later ISO commercial general liability occurrence form and include the following coverages and endorsements:
1. Products and completed operations coverage maintained for three years after final payment;
 2. Blanket contractual liability coverage to the extent permitted by law;
 3. Broad form property damage coverage; and
 4. Severability of interest; underground, explosion, and collapse coverage; personal injury coverage.
- E. The Contractor and any Subcontractor's commercial general liability and automobile liability, umbrella or excess, liability policies shall include and list Owner and Engineer and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each as additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis.
1. Additional insured endorsements will include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
 2. Contractor shall provide ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent for design professional additional insureds.

- F. Umbrella or excess liability insurance shall be written over the underlying employer's liability, commercial general liability, and automobile liability insurance. Subject to industry-standard exclusions, the coverage afforded shall be procured on a "follow the form" basis as to each of the underlying policies. Contractor may demonstrate to Owner that Contractor has met the combined limits of insurance (underlying policy plus applicable umbrella) specified for employer's liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policies and an umbrella or excess liability policy.
- G. The Contractor shall provide property insurance covering physical loss or damage during construction to structures, materials, fixtures, and equipment, including those materials, fixtures, or equipment in storage or transit.
- H. If Contractor or any Subcontractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 15.

ARTICLE 7 - CONTRACTOR'S RESPONSIBILITIES

7.01 Supervision and Superintendence

- A. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, safety, and procedures of construction.
- B. Contractor shall assign a competent resident superintendent who is to be present at all times during the execution of the Work. This resident superintendent shall not be replaced without written notice to and approval by the Owner and Engineer except under extraordinary circumstances.
- C. Contractor shall at all times maintain good discipline and order at the Site.
- D. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular, daylight working hours, no earlier than 8:00 am and not later than 6:00 pm, Monday through Friday.

7.02 Other Work at the Site - Not Used.

7.03 Services, Materials, and Equipment

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work shall be new, of good quality and shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable supplier, except as otherwise may be provided in the Contract Documents.

7.04 Subcontractors and Suppliers

- A. Contractor may retain subcontractors and suppliers for the performance of parts of the Work. Such subcontractors and suppliers must be acceptable to Owner.

7.05 Quality Management

- A. Contractor is fully responsible for managing quality to ensure Work is completed in accordance with the Contract Documents.

7.06 Licenses, Fees and Permits

- A. Contractor shall possess Public Works Licensure in accordance with Idaho Statutes, Title 54, Chapter 19, as applicable.
- B. Contractor and any Subcontractors shall possess a valid City of Sandpoint Business License prior to beginning the Work.

7.07 Laws and Regulations; Taxes

- A. Contractor shall give all notices required by and shall comply with all local, state, and federal Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors and any of them from and against all claims, costs, losses, and damages if Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations.
- C. Contractor shall pay all applicable sales, consumer, use, and other similar taxes Contractor is required to pay in accordance with Laws and Regulations.

7.08 Not Used.

7.09 Safety and Protection

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work.
- B. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. All persons on the Site or who may be affected by the Work;
 - 2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site;
 - 3. Other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of construction; and,
- C. All damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, or anyone for whose acts the Contractor may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Contract

Documents or to the acts or omissions of Owner and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor).

- D. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.
- E. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor shall act to prevent threatened damage, injury, or loss. Contractor shall give Owner 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 the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

7.10 Shop Drawings, Samples, and Other Submittals

- A. Contractor shall review and coordinate the shop drawing and samples with the requirements of the Work and the Contract Documents and shall verify all related field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information.
- B. 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 of that submittal, and that Contractor approves the submittal.
- C. With each submittal, Contractor shall give Engineer specific written notice, in a communication separate from the submittal, of any variations that the shop drawing or sample may have from the requirements of the Contract Documents.
- D. Engineer will provide timely review of shop drawings and samples.
- E. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs.
- F. Engineer's review and approval of a separate item does not indicate approval of the assembly in which the item functions.
- G. 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.
- H. Shop drawings are not Contract Documents.

7.11 Warranties and Guarantees

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Owner and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.

7.12 Correction Period

- A. If within one year after the date of substantial completion, any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to

use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly and without cost to Owner, correct such defective Work.

7.13 Indemnification

- A. Contractor shall indemnify and hold the Owner, its officials, officers, employees, agents and assigns, harmless from and/or against any and all claims, damages, and liabilities (including reasonable attorney's fees) that may be suffered or incurred or that arise as a result of and which are caused by Contractor's wrongful acts or omissions in the performance of its duties under this Contract. This indemnification does not apply when such claims, damages, and liabilities are the result of negligent acts, errors, omissions or fault on the part of the CITY, its officials, officers, employees, agents or assigns. Nothing contained in this indemnification provision shall waive, in any manner, the limits of liability provided to the CITY specified in Idaho Code §6-901 through 6-929, known as the Idaho Tort Claims Act.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 Owner's Responsibilities

- A. Except as otherwise provided in the Contract Documents, Owner shall issue all communications to Contractor.
- B. Owner shall make payments to Contractor as provided in this Contract.
- C. Owner shall provide Site and easements required to construct the Project.
- D. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, unless stated elsewhere in the Contract Documents, Owner shall have sole authority and responsibility for such coordination.
- E. The Owner shall not be responsible for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- F. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 Engineer's Status

- A. Engineer will be Owner's representative during construction. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in this Contract.
- B. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any subcontractor, any supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

- C. Engineer will make visits to the Site at intervals appropriate to the various stages of construction. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work.
- D. Engineer has the authority to reject Work if Contractor fails to perform Work in accordance with the Contract Documents.
- E. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work.
- F. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

ARTICLE 10 - CHANGES IN THE WORK

10.01 Authority to Change the Work

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work.

10.02 Change Orders

- A. Owner and Contractor shall execute appropriate Change Orders covering:
 - 1. Changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 - 2. Changes in the Work which are: (a) ordered by Owner or (b) agreed to by the parties; and
 - 3. Changes in the Contract Price or Contract Times or other changes which embody the substance of any final binding results under Article 12.
- B. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 11 - DIFFERING SUBSURFACE OR PHYSICAL CONDITIONS

11.01 Differing Conditions Process

- A. If Contractor believes that any subsurface or physical condition including but not limited to utilities or other underground facilities that are uncovered or revealed at the Site either differs materially from that shown or indicated in the Contract Documents or is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract Documents then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except

in an emergency), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

- B. After receipt of written notice, Engineer will promptly:
 - 1. Review the subsurface or physical condition in question;
 - 2. Determine necessity for Owner obtaining additional exploration or tests with respect to the condition;
 - 3. Determine whether the condition falls within the differing site condition as stated herein;
 - 4. Obtain any pertinent cost or schedule information from Contractor;
 - 5. Prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and
 - 6. Advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

ARTICLE 12 - CLAIMS AND DISPUTE RESOLUTION

12.01 Claims Process

- A. The party submitting a claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 10 days) after the start of the event giving rise thereto.
- B. The party receiving a claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the claim through the exchange of information and direct negotiations. All actions taken on a claim shall be stated in writing and submitted to the other party.
- C. If efforts to resolve a claim are not successful, the party receiving the claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the claim within 45 days, the claim is deemed denied.
- D. If the dispute is not resolved to the satisfaction of the parties, Owner or Contractor shall give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction unless the Owner and Contractor both agree to an alternative dispute resolution process.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION OF DEFECTIVE WORK**13.01 Tests and Inspections**

- A. Owner and Engineer 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.
- B. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- C. If any Work that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense.

13.02 Defective Work

- A. Contractor shall ensure that the Work is not defective.
- B. Owner has the authority to determine whether Work is defective, and to reject defective Work.
- C. Prompt notice of all defective Work of which Owner has actual knowledge will be given to Contractor.
- D. The Contractor shall promptly correct all such defective Work.
- E. When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. 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, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

ARTICLE 14 - PAYMENTS TO CONTRACTOR**14.01 Progress Payments**

- A. The Contractor shall prepare a schedule of values that will serve as the basis for progress payments. The schedule of values will be in a form of application for payment acceptable to Engineer. The unit price breakdown submitted with the bid will be used for unit price work. Break lump sum items into units that will allow for measurement of Work in progress.

14.02 Applications for Payments:

- A. Contractor shall submit an application for payment in a form acceptable to the Owner, no more frequently than monthly, to Owner. Applications for payment will be prepared and signed by Contractor. Contractor shall provide supporting documentation required by the Contract Documents. Payment will be paid for Work completed as of the date of the application for payment.
- B. Beginning with the second application for payment, each application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work

have been applied on account to discharge Contractor's legitimate obligations associated with prior applications for payment.

14.03 Retainage

- A. The Owner shall retain 5% of each progress payment until the Work is substantially complete.

14.04 Review of Applications

- A. Within 10 days after receipt of each application for payment, the Owner will either accept the application for payment or return the application for payment to Contractor indicating in writing Owner's reasons for refusing to recommend payment. The Contractor will make the necessary corrections and resubmit the application for payment.
- B. Owner will determine reductions in payment (set-offs) which, in the opinion of the Owner, are necessary to protect Owner from loss because the Work is defective and requires correction or replacement.
- C. The Owner is entitled to impose set-offs against payment based on any claims that have been made against Owner on account of Contractor's conduct in the performance of the Work, incurred costs, losses, or damages on account of Contractor's conduct in the performance of the Work, or liquidated damages that have accrued as a result of Contractor's failure to complete the Work.

14.05 Contractor's Warranty of Title

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

14.06 Substantial Completion

- A. The Contractor shall notify Owner in writing that the Work is substantially complete and request the Owner issue a certificate of substantial completion when Contractor considers the Work ready for its intended use. Contractor shall at the same time submit to Owner an initial draft of punch list items to be completed or corrected before final payment.
- B. Owner will make an inspection of the Work with the Contractor to determine the status of completion. If Owner does not consider the Work substantially complete, Owner will notify Contractor in writing giving the reasons therefor.
- C. If Owner considers the Work substantially complete or upon resolution of all reasons for non-issuance of a certificate identified in 14.06.B, Owner will deliver a certificate of substantial completion which shall fix the date of substantial completion and include a punch list of items to be completed or corrected before final payment.

14.07 Final Inspection

- A. Upon written notice from Contractor that the entire Work is complete, Owner will promptly make a final inspection with Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.08 Final Payment

- A. Contractor may make application for final payment after Contractor has satisfactorily completed all Work defined in the Contract, including providing all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents and other documents.
- B. The final application for payment shall be accompanied (except as previously delivered) by:
 - 1. All documentation called for in the Contract Documents;
 - 2. Consent of the surety to final payment;
 - 3. Satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any liens or other title defects, or will so pass upon final payment;
 - 4. A list of all disputes that Contractor believes are unsettled; and
 - 5. Complete and legally effective releases or waivers (satisfactory to Owner) of all lien rights arising out of the Work, and of liens filed in connection with the Work.
- C. The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Owner's written recommendation of final payment.

14.09 Waiver of Claims

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 Owner May Suspend Work

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 60 consecutive days by written notice to Contractor. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension.

15.02 Owner May Terminate for Cause

- A. Contractor's failure to perform the Work in accordance with the Contract Documents or other failure to comply with a material term of the Contract Documents will constitute a default by Contractor and justify termination for cause.
- B. If Contractor defaults in its obligations, then after giving Contractor and any surety ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
 - 1. Declare Contractor to be in default, and give Contractor and any surety notice that the Contract is terminated; and

2. Enforce the rights available to Owner under any applicable performance bond.
- C. Owner may not proceed with termination of the Contract under Paragraph 15.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- D. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- E. In the case of a termination for cause, if the cost to complete the Work, including related claims, costs, losses, and damages, exceeds the unpaid contract balance, Contractor shall pay the difference to Owner.

15.03 Owner May Terminate for Convenience

- A. Upon seven days written notice to Contractor, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for, without duplication of any items:
 1. Completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 2. Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 3. Other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

15.04 Contractor May Stop Work or Terminate

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner, and provided Owner does not remedy such suspension or failure within that time, either stop the Work until payment is received, or terminate the Contract and recover payment from the Owner.

ARTICLE 16 - CONTRACTOR'S REPRESENTATIONS

16.01 Contractor Representations

- A. Contractor makes the following representations when entering into this Contract:
 1. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.

2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on:
 - a. The cost, progress, and performance of the Work;
 - b. The means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and
 - c. Contractor's safety precautions and programs.
5. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
6. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
7. Contractor has given Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Owner is acceptable to Contractor.
8. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
9. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that, without exception, all prices in the Contract are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 17 - MISCELLANEOUS

17.01 Cumulative Remedies

- A. The duties and obligations imposed by this Contract and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.02 Limitation of Damages

- A. Neither Owner, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

17.03 No Waiver

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

17.04 Survival of Obligations

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract.
- B. This is to certify that CONTRACTOR and its agents is not owned or operated by the government of China, nor will it be owned or operated by the government of China during the duration of any and all contracts entered into.

17.06 Controlling Law

- A. The jurisdiction/venue for any action arising out of performance of this Agreement, or interpretation of its terms and conditions, shall be in the District Court in the First Judicial District of the State of Idaho, Bonner County.

IN WITNESS WHEREOF, Owner and Contractor have signed this Contract.

This Contract will be effective on October 7, 2026 (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

By: _____

Interstate Concrete & Asphalt Co.

By: _____

Title: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

License No.: _____
(where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Contract.)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

SANDPOINT BID 2026 Pavement Maintenance Project

BID FORM FOR CONSTRUCTION CONTRACT

The City of Sandpoint is requesting bids to remove and replace deteriorating pavement on Olive Avenue from Birch Street to Ontario Street in Sandpoint Idaho. Based on the Project Cost Estimate, this project is valued between \$80,000 and \$130,000, allowing the City to solicit bids from no fewer than three (3) owner-designated licensed public works contractors in accordance with Idaho Code 67-2805(1).

The terms used in this Bid with initial capital letters have the meanings stated in the Contract Documents.

ARTICLE 1—OWNER AND BIDDER

- 1.01 This Bid is submitted via email to ebush@sandpointidaho.gov by 12:00:00 pm, Wednesday, September 30, 2026.
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2— INSTRUCTIONS TO BIDDERS

- 2.01 Complete Bid Form with signature page.
- 2.02 A performance bond, payment bond and proof of insurance will be required prior to contract award.
- 2.03 In submitting a bid, Bidder represents that they have examined the bidding documents including the Request for Bids, Special Provisions, Plans, Contract for Construction of a Small Project, and Addenda, if any.

ARTICLE 3—ATTACHMENTS TO THIS BID

- 3.01 The following documents are submitted with and made a condition of this Bid:
- A. Bidder shall include in this Bid the name, or names and address, or addresses, and Idaho Public Works Contractor License Numbers of the Subcontractors who shall, in the event the Bidder secures the Contract, subcontract the plumbing, heating and air-conditioning work, and electrical work under the General Contract;
- B. State of Idaho Public Works Contractor's License No.: PWC-C-12090 ;

ARTICLE 4—SCOPE OF WORK & BASIS OF BID**4.01 Scope of Work**

Contractor to provide a functionally complete project as follows and in accordance with the applicable sections of the Idaho Standards for Public Works Construction (ISPWC), 2020 Edition:

- A. Location: Olive Avenue from Birch Street to Ontario Street in Sandpoint, Idaho. Additive Alternate No. 1 includes removal of asphalt within the project limits, identified in Bid Schedule B.

SANDPOINT BID 2026 Pavement Maintenance Project

- B. Special Provisions that supplement or amend the ISPWC are included as part of the Contract Documents.
- C. The Contractor shall coordinate the work start date with the City.
- D. The Contractor shall provide the City with a minimum of forty-eight (48) hours' notice prior to mobilization.
- E. Once Work has commenced, the Contractor shall diligently and continuously prosecute the Work to Substantial Completion. The Contractor shall achieve Final Completion within thirty (30) calendar days after commencement of Work, but in no event later than December 1, 2026, weather dependent.
- F. Work may occur between the hours of 7:00 am and 7:00 pm, Monday through Friday, except holidays, unless otherwise approved by the City.
- G. The Contractor shall warrant all labor, materials, and workmanship for a period of one (1) year from the date of Substantial Completion.
- H. The Contractor shall file Form WH-5, Public Works Contract Report, with the Idaho State Tax Commission within thirty (30) days after contract award. Prior to release of the five percent (5%) retainage, the Contractor shall obtain the required Public Works Contract Tax Release from the Idaho State Tax Commission and provide a copy to the City.

4.02 Unit Price

- A. Bidders price shall include mobilization, profit, overhead, labor, materials, equipment, and all other incidentals to complete the Scope of Work in accordance with ISPWC (latest edition). City business license and evidence of commercial insurance meeting City standard limits required.
- B. Bidder will perform the following Work at the indicated unit prices:

BID SCHEDULE A – BASE BID

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
2010.4.1.A.1	Mobilization Per Lump Sum	LS	1	LUMP SUM	\$ 10,550.00
1001.4.1.A.1.	Sediment Control and Construction Site Management Per Lump Sum	LS	1	LUMP SUM	\$ 295.00
1103.4.1.A.1	Construction Traffic Control Per Lump Sum	LS	1	LUMP SUM	\$ 3,680.00
202.4.1.D.1	Unsuitable Material Excavation Per Square Yard	SY	130	\$ 32.95	\$ 4,283.50
802.4.1.B.1	Crushed Aggregate for Base Type 1 Per Ton	TN	315	\$ 36.00	\$ 11,340.00

SANDPOINT BID 2026 Pavement Maintenance Project

810.4.1.A.1	Plant Mix Pavement Per Ton	TN	505	\$ 116.00	\$ 58,580.00
201.4.1.D.1	Removal of Existing Asphalt Per Square Yard	SY	2701	\$ 5.20	\$ 14,045.20
TOTAL OF BID SCHEDULE B				\$	102,773.70

This Additive Alternate No. 1, if awarded, consists of modifying the Contract to include additional sewer connection work, as provided in the Base Bid. Acceptance of this Additive Alternate does not modify any other Bid items or Bid prices.

C. Bidder acknowledges that:

1. Each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item,
2. each Bid Unit Price includes all applicable taxes and fees, and
3. estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 5—BASIS OF AWARD

- 5.01 City reserves the right to reject any and all bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional bids. City also reserves the right to waive all minor bid informalities not involving pricing, time, or changes in the Work.
- 5.02 If City awards the contract for the Work, such award will be to the responsible Bidder submitting the lowest responsive Bid.
- 5.03 The lowest responsive, responsible bidder will be determined based on the total price of the Base.

ARTICLE 6—TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will achieve Final Completion by December 1, 2026.

ARTICLE 7—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

7.01 Bid Acceptance Period

- A. This Bid will remain subject to acceptance for 30 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 8—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

8.01 Bidder's Representations

- A. In submitting this Bid, Bidder represents the following:

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Bidder has carefully studied the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such drawings.
5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

8.02 Bidder's Certifications

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.

SANDPOINT BID 2026 Pavement Maintenance Project

2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
 - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

SANDPOINT BID 2026 Pavement Maintenance Project

BIDDER hereby submits this Bid as set forth above:

Bidder:

Interstate Concrete & Asphalt

By:

 (typed or printed name of organization)

(individual's signature)

Name: Aaron Peterson

(typed or printed)

Title: Project Manager/Estimator

(typed or printed)

Date: 9/30/2026

(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:

 (individual's signature)

Name: Shelley R. Thomas

(typed or printed)

Title: Contract Administrator

(typed or printed)

Date: 9/23/2026

(typed or printed)

Address for giving notices:

Interstate Concrete & Asphalt

PO Box 1113, Sandpoint, ID 83864

Bidder's Contact:

Name: Aaron Peterson

(typed or printed)

Title: Project Manager/Estimator

(typed or printed)

Phone: 208.290.2679

Email: aaron.peterson@interstate-ica.com

Address:

Interstate Concrete & Asphalt

PO Box 1113

Sandpoint, ID 83864

Bidder's Contractor License No.: (if applicable)

RCE-1593

Naming of Subcontractors Form

Per Idaho Code, 67-2310, Bidder shall include in his or her Bid the names and address, and Idaho Public Works Contractor License Number of the Subcontractors who shall, in the event the Bidder secures the Contract, subcontract the plumbing, heating and air-conditioning work, and electrical work under the general Contract. Failure to name Subcontractors as required shall render any Bid submitted by the Bidder unresponsive and void.

<u>Subcontractor Name and Address</u>	<u>Classification</u>	<u>License Number</u>
TraffiCorp	Traffic Control/Striping	PWC-C-14803
5077 N Building Ctr Dr		
Coeur d'Alene, ID 83815		
Ground Up Road Construction	Milling	PWC-17264
PO Box 1690		
Milton, WA 98354		
James A. Sewell & Associates	Third Party Testing	C-1134
1319 N Division		
Sandpoint, ID 83864		
There are no plumbing, heating and		
air-conditioning, or electrical items		
required on this project.		



CERTIFICATE OF AUTHORITY

TO: City of Sandpoint: Olive Avenue Project

ENTITY: Interstate Concrete and Asphalt Company

SUBJECT: Aaron Peterson

I, John Madden, Vice President for Interstate Concrete and Asphalt Company, certify that Aaron Peterson, Construction Manager of Interstate Concrete and Asphalt Company, has legal authority to sign on behalf of the company in all matters, without the signature of others, including legal contracts and all other business documents, with regards to City of Sandpoint: Olive Avenue Project.

This certificate is issued on the 28th day of September 2026

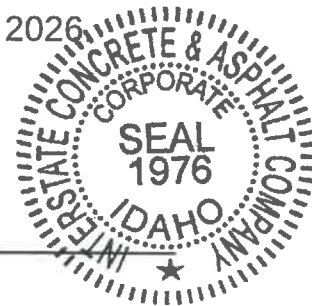
Respectfully,

Madden, John

1DEADFB91FED9D0CE20AE2E710FA34F2

ready**sign**

John Madden
Vice President
Interstate Concrete and Asphalt Company



SANDPOINT BID 2026 Pavement Maintenance Project

PERFORMANCE BOND

Contractor Name: Address <i>(principal place of business)</i> :	Surety Name: Address <i>(principal place of business)</i> :
Owner Name: City of Sandpoint Mailing address <i>(principal place of business)</i> : 1123 Lake St. Sandpoint, Idaho 83864	Contract Description <i>(name and location)</i> : A26-3100-8: 2026 Pavement Maintenance Project Contract Price: Effective Date of Contract:
Bond Bond Amount: Date of Bond: <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: ☐ None ☐ See Paragraph 16	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	Surety
<i>(Full formal name of Contractor)</i>	<i>(Full formal name of Surety) (corporate seal)</i>
By: _____	By: _____
<i>(Signature)</i>	<i>(Signature)(Attach Power of Attorney)</i>
Name: _____	Name: _____
<i>(Printed or typed)</i>	<i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____	Attest: _____
<i>(Signature)</i>	<i>(Signature)</i>
Name: _____	Name: _____
<i>(Printed or typed)</i>	<i>(Printed or typed)</i>
Title: _____	Title: _____
Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
 - 3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - 3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - 3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
 - 5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - 5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
 - 5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

- 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
- 6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
- 7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
 - 7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
 - 7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
- 8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
- 9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
- 10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
- 11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.
- 12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.
- 13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such

statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

- 14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
 - 14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
 - 14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
 - 14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
 - 14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
16. Modifications to this Bond are as follows: **None**

SANDPOINT Pavement Maintenance Project

PAYMENT BOND

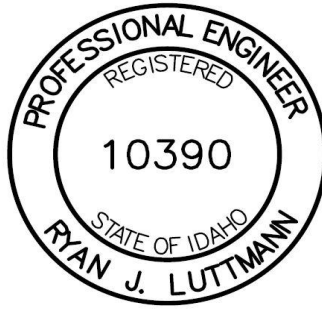
Contractor Name: Address <i>(principal place of business)</i> :	Surety Name: Address <i>(principal place of business)</i> :
Owner Name: City of Sandpoint Mailing address <i>(principal place of business)</i> : 1123 Lake St. Sandpoint, ID 83864	Contract Description <i>(name and location)</i> : A26-3100-8 – 2026 Pavement Maintenance Project Contract Price: Effective Date of Contract:
Bond Bond Amount: Date of Bond: <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: ☐ None ☐ See Paragraph 18	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	Surety
<i>(Full formal name of Contractor)</i>	<i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.	

SANDPOINT Pavement Maintenance Project

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
 - 5.1. Claimants who do not have a direct contract with the Contractor
 - 5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2. Pay or arrange for payment of any undisputed amounts.
 - 7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. Definitions
 - 16.1. *Claim*—A written statement by the Claimant including at a minimum:
 - 16.1.1. The name of the Claimant;
 - 16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;
 - 16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
 - 16.1.4. A brief description of the labor, materials, or equipment furnished;

- 16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
 - 16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
 - 16.1.7. The total amount of previous payments received by the Claimant; and
 - 16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- 16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
18. Modifications to this Bond are as follows: **None**



SPECIAL PROVISIONS

These Special Provisions amend or supplement the Idaho Standards for Public Works Construction, 2020 Edition (ISPWC). The Work on this project shall be accomplished in accordance with the ISPWC, as modified or supplemented by the Supplementary Conditions and these Special Provisions. All provisions which are not so amended or supplemented remain in full force and effect.

The terms used in these Special Provisions have the meanings stated in the General Conditions. Additional terms used in these Special Provisions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Special Provisions is the same as the address system used in the ISPWC.

SECTION 201 CLEARING AND GRUBBING AND REMOVAL OF OBSTRUCTIONS

PART 4 MEASUREMENT AND PAYMENT

Delete Paragraph 4.1.D in its entirety, and insert the following in its place:

4.1.D Removal of Existing Pavement: By the horizontal square yard. Includes full compensation for all materials, labor, and equipment necessary for completing the work including haul, disposal, and all appurtenances not itemized in the Bid Schedule. Saw cutting of existing pavement and removal of any base material to meet final grades shall be incidental to this Bid Item.

1. Bid Schedule Payment References: 201.4.1.D.1
2. Bid Schedule Description: Removal of Existing Pavement ... square yard (SY).

SECTION 202 EXCAVATION AND EMBANKMENT

PART 3 WORKMANSHIP

Delete paragraph 3.7 C. and replace with the following:

3.7 EXCAVATION OF UNSUITABLE MATERIAL

C. Repair material shall consist of placing geotextile fabric meeting the requirements of Section 2050 on the bottom and sides of the area excavated to be

repaired and filling and compacting the repair area with Rock Cap meeting the requirements of ITD Open Graded Base, Class 1 (Rock Cap).

PART 4 MEASUREMENT AND PAYMENT

Add the following at the end of the first paragraph:

- 4.5.B. Payment by the square yard includes the geotextile fabric, rock cap material, compaction and all incidentals to complete the repair.

Delete Paragraph 4.7.A in its entirety and replace with the following:

- 4.7.A Haul: All materials, labor and equipment necessary for completing the hauling and disposal of Unsuitable Material is incidental to that pay item.

SECTION 307 STREET CUTS AND SURFACE REPAIRS

PART 3 WORKMANSHIP

Delete Section 3.1 in its entirety and replace with the following:

3.1 GENERAL REQUIREMENTS

- A. Provide surface repair as required for the installation of new pavement, as indicated in the plans and as directed by the City Engineer

Delete Paragraphs 307.3.3.A, B, and C in entirety, and insert the following in its place:

- 3.3.A If roadway soft spots are encountered following removal of existing pavement, the full extents are to be reviewed and approved by the City Engineer at the time of construction.
- 3.3.B If directed by the City Engineer, Contractor is to remove roadway base materials in soft spot areas to the depth indicated in the plans.
- 3.3.C Compact subgrade and place subgrade separation geotextile and base/top course crushed aggregate as directed by the City Engineer and detailed in the plans.

3.14 MISCELLANEOUS SURFACE RESTORATION (Paved Surfaces)

- A. Restore/regrade surfaces as indicated in the plans and/or as directed by City Engineer not being paid for under another bid item to include, but not limited to: paved driveways that are disturbed during the execution of the work to a condition that meets or exceeds the preconstruction condition.
- B. Compact subbase and/or base course to a minimum of 95% of maximum density as measured by AASHTO T99.
- C. Prior to placement of new asphalt, neatly sawcut the edges of existing concrete, asphalt, or other paved surfaces to provide a clean joint.

- D. Sawcut along existing score lines or expansion joints if score lines or expansion joints are within 4 feet of the edge of the work.
- E. Remove pavement that has been damaged, broken, or is unsound and provide a smooth edge for joining new pavement.
- F. Asphalt pavement thickness is to match existing pavement depth. In no case shall pavement thickness be less than 3 inches.
- G. In asphalt pavement tack all cold joint surfaces with emulsion which has been "broken" prior to patching.
- H. Construct per plans and specifications. Adjust final sub-grading as directed by the City Engineer prior to finalizing work.
- I. Plant Mix Pavement for Miscellaneous Surface Restoration (Paved Surfaces) will be paid for under pay item 810.4.1.A.1 – Plant Mix Pavement.

SECTION 1001 CONSTRUCTION SITE MANAGEMENT

PART 4 MEASUREMENT AND PAYMENT

Delete Paragraph 4.1.A in its entirety, and insert the following in its place:

- 4.1.A Sediment Control and Construction Site Management: by the lump sum for all work associated with erosion and sediment control, and construction site management, including developing and maintaining a Stormwater Pollution Prevention Plan (SWPPP) if required, all required appurtenances for construction site housekeeping, sediment collection, runoff diversion, storm drain and channel protection, access control, dust control, and health and safety. All Stormwater Best Management Practices (BMPs) shall be incidental to this pay item.
 - 1. Bid Schedule Payment References: 1001.4.1.A.1.
 - 2. Bid Schedule Description: Sediment Control and Construction Site Management...lump sum (LS).

SECTION 1103 CONSTRUCTION TRAFFIC CONTROL

PART 3 WORKMANSHIP

Delete Paragraph 3.1.B in its entirety, and insert the following in its place:

- 3.1.B. Contractor shall submit a Traffic Control Plan to the City Engineer for approval prior to any closures. The Traffic Control Plan shall be in accordance with the MUTCD and specify how the Contractor will minimize the risk to vehicles, motorcycles, and bicycles caused by construction activities, and the lip formed at the lane's edge.

Delete Paragraph 3.1.C in its entirety, and insert the following in its place:

- 3.1.C. Do not cause unnecessary inconvenience to the public, as determined by the City Engineer.

Delete Paragraph 3.1.E in its entirety, and insert the following in its place:

- 3.1.E. To accommodate paragraph D above, full roadway closure of Olive Avenue within the project limits may be proposed for a period not to exceed 10 days upon City approval. Intersection closures shall provide flagging and/or an approved detour. Allow residential traffic to pass through the work area. Contractor shall provide measures as necessary to allow emergency vehicle access to all properties at all times.

SECTION 2010 MOBILIZATION

Delete this section in its entirety and replace with the following:

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Mobilization consists of preparatory work and operations, including those necessary for the movement of personnel, equipment, supplies, and incidentals to the project site, for the establishment of offices, buildings, and other facilities necessary for work, for premiums on bond and insurance, and for other work and operations which must be performed or costs incurred before beginning production work on the various contract items. Mobilization costs for subcontracted and supplier work is included in this item.
- B. Items which are not to be included in this item include but are not limited to:
Any portion of the Work covered by the specific Contract item or incidental Work which is to be included in a Contract item or items. Profit, interest on borrowed money, overhead, or management costs.

PART 2 MATERIALS

NOT USED

PART 3 WORKMANSHIP

- 1.1. The Contractor shall provide and maintain enclosed portable restroom facilities for the use of Project personnel.

PART 4 MEASUREMENT AND PAYMENT

- 4.1 Mobilization, by the lump sum Contract price for Mobilization.
 - A. Bid Schedule Payment Reference: 2010.4.1.A.1.
 - B. Bid Schedule Description: Mobilization ... per lump sum (LS).
 - C. Partial payments for Mobilization will be made as follows:
 - 1. When 5 percent of the total original Contract amount is earned from other Contract items, excluding amounts paid for materials on hand, 50 percent of the amount Bid for mobilization, or 5 percent of the total original Contract amount, whichever is the least, will be paid.
 - 2. When 10 percent of the total original Contract amount is earned from other Contract items, excluding amounts paid for materials on hand, 100 percent of the amount Bid for mobilization, or 10 percent of the total original Contract amount, whichever is the least, will be paid.

3. When Substantial Completion is achieved, payment of any amount Bid for mobilization in excess of 10 percent of the total original Contract amount will be paid.
- 4.2 Sanitary Facilities: Providing and servicing restroom facilities shall be incidental to other Bid Items.

***** END SECTION *****

CITY OF SANDPOINT

2026 PAVEMENT MAINTENANCE PROJECT
AUGUST 2026



Know what's below.
Call before you dig.

SHEET INDEX

SHEET INDEX

COVER SHEET	G1.1
OLIVE ST - START TO END	C1.2
DETAIL SHEET	D1.1

PROJECT LOCATION



LEGEND

	PROPOSED	EXISTING
REMOVE AND REPLACE ASPHALT SURFACE		
WATER VALVE		
SEWER MANHOLE		
STORM SEWER MAHOLE		

CITY OFFICIALS

MAYOR	JEREMY GRIMM
CITY COUNCIL:	DEB RUEHLE JOEL AISPURO PAM DUQUETTE KYLE SCHREIBER JOE TATE JOSHUA TORREZ
PUBLIC WORKS DIRECTOR:	HOLLY ELLIS
UTILITIES SUPERVISOR:	QUENTIN DUCKEN
STREETS SUPERVISOR:	WES ALBIN



CITY HALL
1123 W. Lake St.
Sandpoint, Idaho 83864
(208) 263-3158

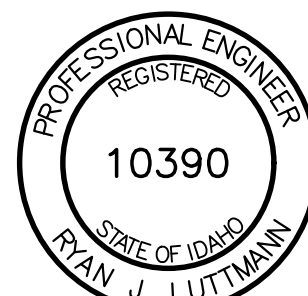
GENERAL NOTES

- ALL WORKMANSHIP AND MATERIAL SHALL BE IN ACCORDANCE WITH THE 2020 IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION AS MODIFIED IN THESE CONTRACT DOCUMENTS.
- CONTRACTOR SHALL SUBMIT A TRAFFIC CONTROL PLAN FOR APPROVAL. TRAFFIC CONTROL DEVICES SHALL COMPLY WITH THE MUTCD.
- ALL CONSTRUCTION ACTIVITY SHALL BE CONFINED TO RIGHT-OF-WAY, UTILITY EASEMENTS AND CONSTRUCTION LIMITS.
- CONTRACTOR SHALL COORDINATE WITH ADJACENT RESIDENTS TO ACCOMMODATE DRIVEWAY ACCESS DURING CONSTRUCTION.
- CONTRACTOR SHALL BE RESPONSIBLE FOR ALL EROSION AND SEDIMENT CONTROL.
- MANHOLES, SERVICES, SURFACE FEATURES, AND SURFACE UTILITIES SHALL BE PROTECTED BY THE CONTRACTOR AND RESTORED TO PRE-CONSTRUCTION CONDITION.

REUSE OF DOCUMENTS

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NO.	DATE	BY	APPR	REVISIONS



SANDPOINT OFFICE
102 S. EUCLID AVE., SUITE 107
SANDPOINT, ID 83864
208.946.4380

DATE: AUGUST 2026

PROJECT NO: 51004.017.01

DESIGNED BY:

RJL

DRAWN BY:

AWS

CHECKED BY:

RJL

SCALE:

AS NOTED

CITY OF SANDPOINT
2026 PAVEMENT MAINTENANCE PROJECT

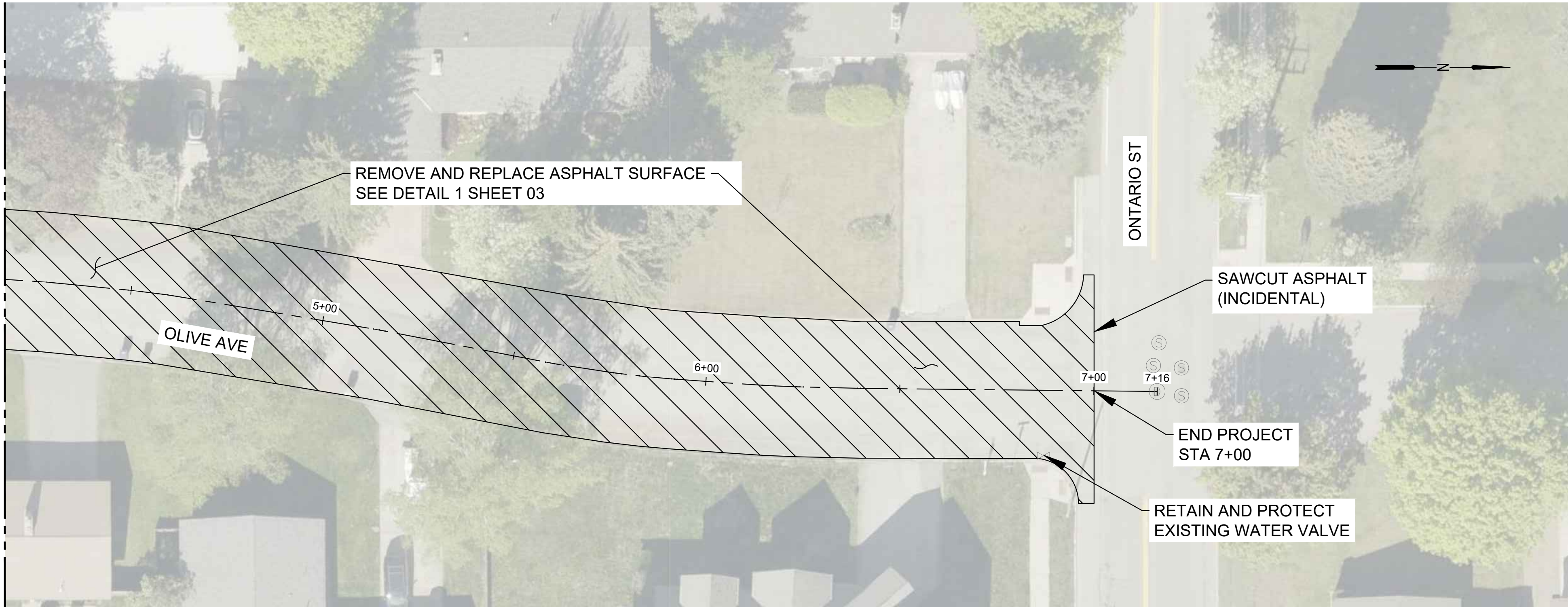
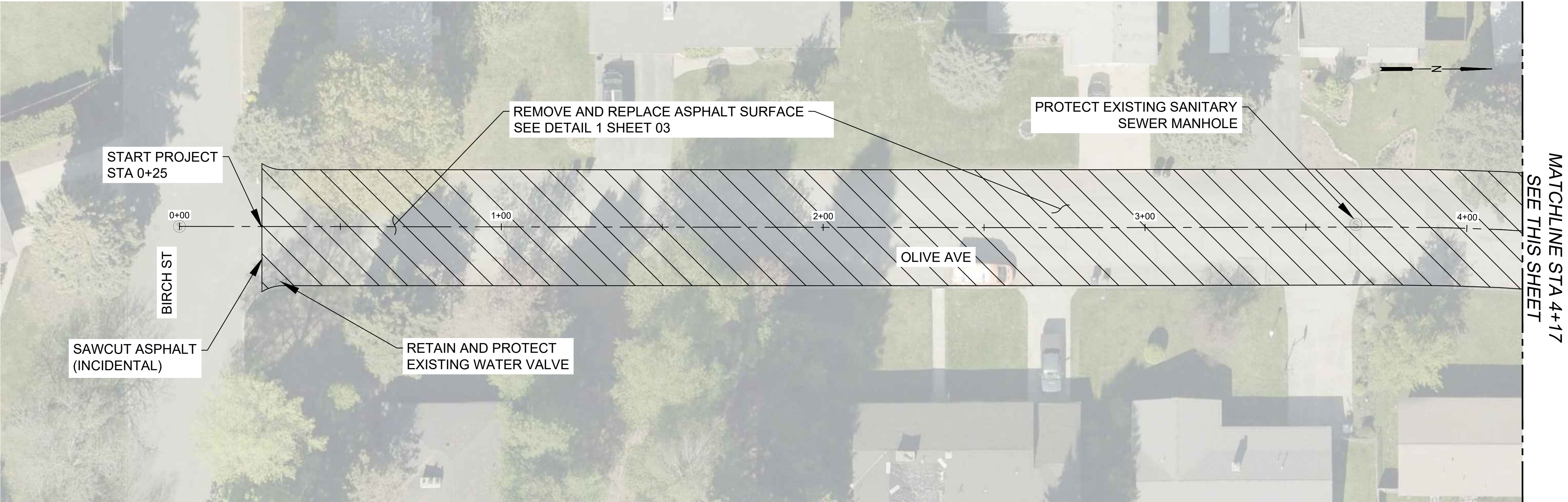
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DRAWING NO.

G1.1

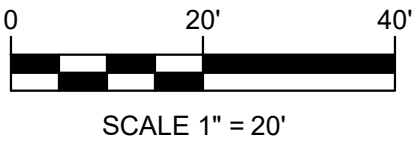
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01 OF 03



CONSTRUCTION NOTES

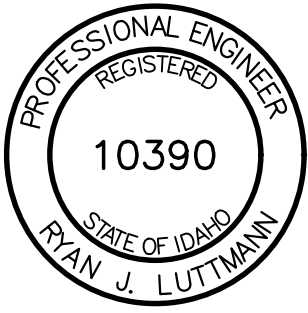
1. MANHOLES, SERVICES, SURFACE FEATURES, AND SURFACE UTILITIES SHALL BE PROTECTED BY THE CONTRACTOR AND RESTORED TO PRE-CONSTRUCTION CONDITION.
2. CONTRACTOR IS TO COORDINATE WITH THE CITY 24 HOURS PRIOR TO ANY CONSTRUCTION TRAFFIC CONTROL ACTIVITIES AND WORK WITH ADJACENT PROPERTY OWNERS TO ALLOW ACCESS TO RESIDENTS.
3. CONTRACTOR TO MAINTAIN AND PROTECT EXISTING CURB AND GUTTER AND DRIVEWAYS.
4. AREAS OF SOFT SPOT REPAIR ARE UNKNOWN. LOCATION AND FULL EXTENTS ARE TO BE REVIEWED BY THE CITY AT THE TIME OF CONSTRUCTION.



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SANDPOINT OFFICE
102 S. EUCLID AVE., SUITE 107
SANDPOINT, ID 83864
208.946.4380

DATE: AUGUST 2026

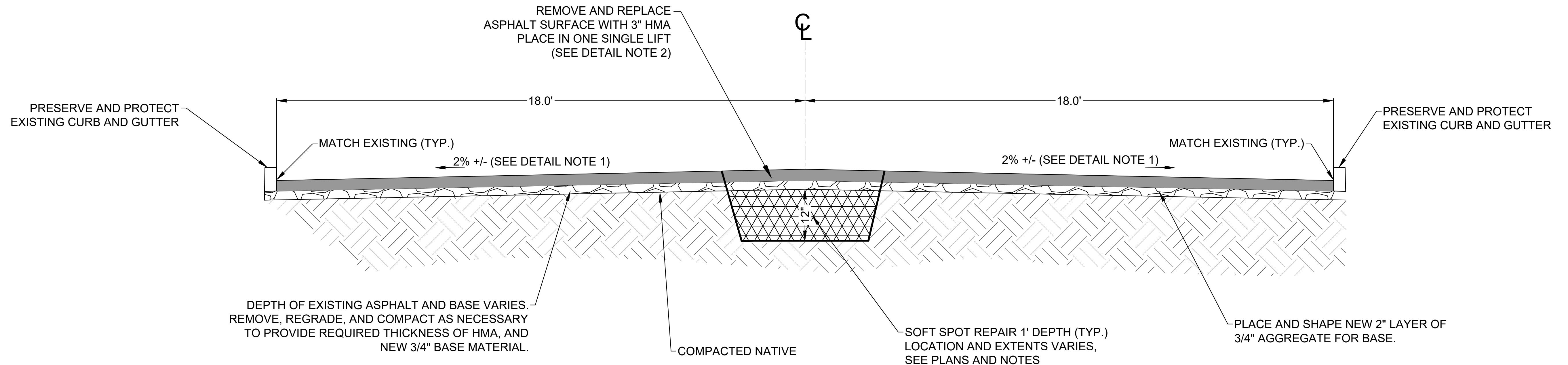
PROJECT NO: 51004.017.01

DESIGNED BY: RJL
DRAWN BY: AWS
CHECKED BY: RJL
SCALE: AS NOTED

CITY OF SANDPOINT
2026 PAVEMENT MAINTENANCE PROJECT

OLIVE STREET
START TO END

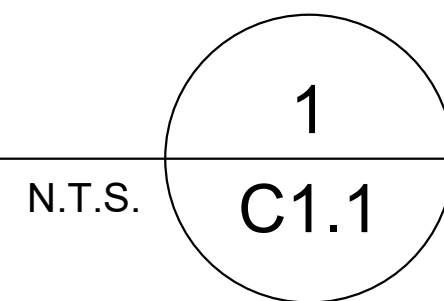
DRAWING NO. C1.1
SHEET NO. 02 OF 03



DETAIL NOTES

- 1. CONTRACTOR TO ASSURE POSITIVE DRAINAGE FROM APPROXIMATE CENTERLINE CROWN. ADJUST SLOPE AS DIRECTED BY THE CITY TO MEET EXISTING GRADES AT EDGE OF ASPHALT, MATCH EXISTING DRIVEWAY ELEVATIONS, AND MAINTAIN POSITIVE DRAINAGE TO EXISTING CATCH BASINS.
- 2. PRIOR TO PAVING, CITY MAY ADJUST FINAL ASPHALT THICKNESS TO MAINTAIN PROJECT FUNDING LIMITS.

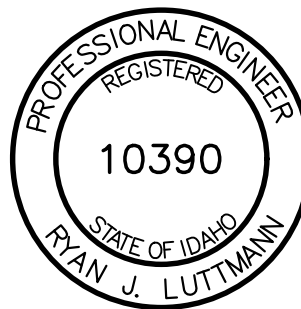
TYPICAL SECTION



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CITY OF SANDPOINT
2026 PAVEMENT MAINTENANCE PROJECT

DETAIL SHEET

DRAWING NO. D1.1
SHEET NO. 03 OF 03