



CITY OF SANDPOINT
Public Works
CONTRACT CHANGE ORDER

Date: 10/21/2026

Cedar Street Reconstruction Project

Contractor: **Stewart Contracting Inc.**

Change Order No: 1

Project No: A26-3170-4

This change order shall be full payment and final settlement of all claims for Contract time and for all costs of any kind, including costs of delays and inefficiency, related to any Work either covered or affected by the change, including all direct, indirect, impact, reduced productivity, costs due to extended schedule duration and any other claim by Contractor. By signing this change order, the Contractor waives any additional entitlement to additional compensation or schedule extension. Exhibit A is attached solely to identify the matters resolved by this Change Order. Its inclusion does not constitute Owner's acceptance of Contractor's factual assertions, assignment of responsibility, or claimed entitlement. If Exhibit A conflicts with this Change Order, this Change Order controls.

The following changes to the contract documents are issued:

<i>Item</i>	<i>Description</i>	<i>Change In Contract Price</i>
1.1 201.4.1.H.1	<u>Scope:</u> Add the following scope: Tree Maintenance - 10 EA @ 240.00/EA <u>Justification:</u> Added at City request to prune trees that were not originally identified for protection during construction activities in the Contract Documents. Tree growth since design increased the potential for construction impacts, requiring additional protection measures.	\$2,400.00
1.3	<u>Scope:</u> Modify Article 4 - Contract Times (4.02-3) of the Agreement as follows: 4.02 Contract Times: Dates A. The Work will be substantially complete on or before May 28, 2027, and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before June 30, 2027. 4.03 Milestones A. Contractor shall complete as defined in Supplementary Conditions Paragraph 19.04, 1. Milestone 1 on or before October 30, 2026, 2. Milestone 2 on or before November 6, 2026, 3. Milestone 3 on or before November 27, 2026, B. The Milestone completion date shall be considered a Contract Time. <u>Justification:</u> The Contractor requested a contract time extension and provided supporting documentation and justification in an email dated September 14, 2026 (see Exhibit A). This Change Order addresses the requested extension by modifying the Contract Times to provide additional time for completion of the Work. The Change Order also provides for compensation for certain limited impacts associated with the delays, as specifically identified herein. No additional compensation will be provided for any other delays or associated impacts identified in the Contractor's request aside beyond the amounts expressly included in this Change Order. Accordingly, this Change Order modifies the Contract Times and Contract Price as specifically set forth herein.	\$0.00
	<u>Scope:</u>	

1.4	Add Paragraph 19.04 of the Supplementary Conditions as follows: SC 19.04 Milestones A. Milestone 1 - Fall Construction and Winter Shutdown. Milestone 1 consists of the following work and activities: 1. Complete the storm conveyance and fiber conduit installation from Cedar Street/Lincoln Avenue to Pine Street/Lincoln Avenue to include surface restoration. 2. Complete the water main, water services, storm conveyance and roadway reconstruction on Cedar Street from Lincoln Avenue to Willow Drive. 3. Complete temporary terminations and provide winter protection measures for curb, water main, and stormwater improvements, as coordinated with Owner and Engineer. 4. Restore water service and provide safe pedestrian and vehicular access. B. Milestone 2- Paving. Milestone 2 consists of the following work and activities: 1. Restore the roadway to provide safe pedestrian and vehicular access, including: a. Complete paving for stormwater trench on Lincoln Avenue from Pine Street to Cedar Street. b. Complete paving for Cedar Street from Lincoln Avenue to beyond Willow Dr. (approximately STA 14+25) c. Complete temporary asphalt patch over the trench for the previously installed gas main. C. Milestone 3 - Site Preparation and Security. Milestone 3 consists of the following work and activities: 1. Prepare and secure the site for the winter shutdown. 2. Stabilize and restore Avista's property; remove spoils. <u>Justification:</u> The interim milestones establishes the work that must be completed before winter shutdown and requires restoration of water service, stormwater conveyance and safe pedestrian and vehicular access. The Contractor's original scope includes final paving but does not include temporary asphalt patching of the Avista gas main trench. Under the original construction schedule, permanent roadway reconstruction would have been completed prior to winter shutdown, without the need for temporary patching. The revised construction schedule defers final pavement completion until Spring 2027, resulting in the need to maintain the roadway in a temporary condition through the winter shutdown period. Temporary asphalt patching of the Avista gas main trench is therefore proposed to provide a safe, serviceable, and maintainable roadway surface until permanent pavement can be completed. Although the revised sequencing is not the result of a City-directed change to the Work, the City is electing to compensate the Contractor for this limited temporary patch work. This compensation is limited to the specific work identified herein and does not constitute acceptance of responsibility for the Contractor's revised construction sequencing or other associated delays or impacts.	\$17,586.00
Total Change In Contract Price:		\$19,986.00

Original Contract Price:	\$2,097,705.00
Prior Approved Change Orders:	\$0.00
Revised Contract Price:	\$2,097,705.00
Current Change Order Price:	\$19,986.00
New Contract Price:	\$2,117,691.00

Time provided for completion in the contract is:

[] unchanged, [X] increased, [] decreased by **210** calendar days.

The Substantial Completion date for this contract is **Friday, May 28, 2026**.

This document will become an amendment to the contract and all provisions of the contract will apply hereto.

Accepted By:		
	Contractor	Date
Recommended By:		
	City of Sandpoint	Date
Approved By:		
	City of Sandpoint	Date
Approved By:		
	Mayor <i>(if required)</i>	Date

Rachel McKinley

From: Holly Ellis
Sent: Monday, September 14, 2026 5:00 PM
To: Rachel McKinley
Subject: FW: Schedule
Attachments: Cedar Street Reconstruction Schedule - 20260807.xls

Follow Up Flag: Follow up
Flag Status: Completed

FYI

From: Greg Stewart <Greg@stewartcontracting.com>
Sent: Monday, September 14, 2026 4:34 PM
To: Holly Ellis <hellis@sandpointidaho.gov>
Subject: Schedule

[Caution] This email originated from outside the City of Sandpoint organization. **Do not** click on links or open attachments unless you recognize the sender and know it's safe. When in doubt contact the [IT Department](#)

Hi Holly,

Attached is a realistic schedule that will carry us through the end of October. I understand this doesn't show project completion but given the issues we have dealt with, I don't see where we could complete the project and still have the roadway paved. If we didn't have to have the roadway paved back before winter we could continue to push forward beyond this schedule. To minimize the impact to the neighborhood, I am trying to find the best place to have a stop/start point that has minimal impact. As you can see on the schedule, I added completing the sidewalk section on the end of the project by Division that won't be impacted by a winter shutdown. We can discuss this at our upcoming meeting. I also wanted to share with you a list of challenges we have encountered on the project to put things in perspective. The challenges have been substantial. While it is hard to put a hard number of days we were impacted by some of the items on this list, they have had a compounded effect that has caused a significant delay. My intent is not to blame everything on everybody else but the reality is all of these factors did impact the project.

List of things that have held us up.

1. Superintendent who worked for me for 25 years quit at the start of the project.
2. We hired some new personnel, but they lacked experience in this type of work.
3. This project was bid late in the construction season which seems to have driven an unrealistic schedule to complete the work.
4. When the schedule started to slip, I attempted to hire a subcontractor to help us out with a portion of the work. I contacted seven different subcontractors to see if they could assist me on the project.

- a. Wink, Inc.
- b. SM Excavation
- c. Kyle Behla Excavation
- d. Chapman Excavating
- e. Trevin Davidson
- f. Advanced Dirt Works
- g. North Fork Enterprises
- h.

Out of the list above, 4 of them expressed interest in the work but two of them failed to follow through and return my calls. Another was really interested but had a job that they had previously bid on come through, so he declined. The remaining one committed to help me out but a week before he was set to start, bailed on me.

5. Some of the structures that Wilbert built for us were incorrectly built and had to be replaced, causing more delays.

6. Manhole 6 had an incorrect alignment and elevation for the existing drainpipe coming into it. We had to core into a new location and grout in the designed opening.

7. We also experienced material delays for some of the piping, valves, and fittings required for the project.

8. We experienced some really bad ground and soil conditions that dropped our production on the Storm line in half due to dealing with the bad soils and sloughing as well as having to handle more material to back fill the ditch in the bad ground areas. This had a significant impact.

9. Manhole 8 cost significant time delays. The structure top was built improperly by Wilbert, but in conjunction with the City, the engineer and our team we came up with a solution to use the existing top instead of waiting on Wilbert to build a new one. We spent considerable time and effort to implement the solution. But then after it was all completed; it was decided that was not the right solution, so we had to tear it all out, order a new top for the manhole and rebuild that section. In all, it delayed us about 3 days.

10. We discovered multiple survey issues that have caused us to have to stop work and double check survey monuments and also have the survey company come out and correct several errors. This in itself has slowed us down by a few days.

11. At the intersection of Willow and Cedar, we had to deal with utility conflicts for both power and gas. We were held up for at least a half day to allow Avista to lower their electrical line. Most recently, we are installing a catch basin at that same intersection, and its location is right on top of a 2" gas line that Avista just installed. The line was supposed to be moved out of our way when they put the new line in, but they actually installed the line directly under where our catch basin needs to go. This has cost us at least half a day of production also.

I am most likely missing one or two delay points.

As you know, Holly, we are trying to get this project completed in spite of the challenges we have encountered. We have increased our hours on the project to help speed things up, and that has helped a little bit. We are continuing to search for a subcontractor to assist us although I am exhausting my options on that front. We are continuing to push forward though, and I appreciate your understanding. I look forward to discussing this with you.

Sincerest Regards,

Greg Stewart
President

Stewart Contracting, Inc.
208-661-2757