AGENDA REPORT

Sandpoint Urban Renewal Agency

TODAY'S DATE: November 25, 2025

MEETING DATE: December 2, 2025

TO: SURA

FROM: Erik Bush PLA, Project Manager, City Forester

SUBJECT: Downtown Revitalization Phase 3 Welch Comer Scope of Work

DESCRIPTION/BACKGROUND:

On December 5, 2012, City Council adopted the Downtown Streets Plan and Design Guide, envisioning Downtown Sandpoint as the "Hub of the Inland Northwest", a vibrant and welcoming destination for dining, entertainment, shopping, art, and recreation, fostering a strong sense of community throughout the year. The effort to revitalize Downtown Sandpoint began in the early 2000s, with significant contributions from business owners, property owners, community members, consultants, and City representatives working collaboratively to plan, design, secure funding, and implement improvements.

Subsequent efforts have reaffirmed this vision. On May 5, 2021, City Council adopted the Multimodal Transportation Plan (MTMP), which refined the concept for completing the third/final phase of the SURA-funded Downtown Revitalization Project. This phase involves a full reconstruction of First Avenue from Church Street to at least Lake Street.

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. These improvements include specialty paving, planting beds, street trees, street furnishings, wayfinding, and signage. A new intersection configuration at Bridge Street and First Avenue is also planned to improve pedestrian safety and improve traffic flow. South of Bridge Street, the plan incorporates expanded sidewalks to accommodate a multi-use pathway and angled parking. The Report also envisions a potential roundabout at First and Superior, under a future project.

Phases 1 and 2, completed between 2018 and 2021, improved Cedar Street (from Fifth Avenue to First Avenue) and First Avenue (from Cedar Street to Church Street). These improvements, funded by the Sandpoint Urban Renewal Agency (SURA), provided upgraded pedestrian sidewalks, improved stormwater management, and enhanced public spaces.

The City of Sandpoint is now set to commence the design phase for Phase 3 of the Downtown Revitalization project. This phase will align with the Downtown Streets Plan and Design Guide, the Multimodal Transportation Master Plan, and the Comprehensive Plan. The key objectives of this revitalization effort are to enhance downtown connectivity, improve multimodal infrastructure, and support economic growth.

Phase 3 will extend the improvements along First Avenue from Church Street to approximately Lake Street, including portions of Bridge Street. The project scope includes:

- Wider sidewalks to improve pedestrian accessibility.
- Street furniture and landscaping to enhance public spaces and aesthetics.

- Parking upgrades to improve downtown functionality and access.
- Bioretention cells for stormwater treatment before discharge into Sand Creek.
- Incorporation of public art installations to enhance Sandpoint's cultural identity.

Funding for Phase 3 will continue through the Sandpoint Urban Renewal Agency (SURA).

On August 15, 2025, the City issued a Request for Qualifications (RFQ) to engage a design consultant. Two Statements of Qualifications were received and evaluated using the published criteria. 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). Design services are budgeted in FY 2025 and will begin immediately following contract execution.

Welch Comer will lead a multidisciplinary team including JUB Engineers, GGLO, The Langdon Group, Geo Engineers, and Environmental Inc. The project will be delivered using a "design-to-budget" approach, managing design scope, quantities, and specifications to align with available construction funding while maintaining awardability. Scope includes:

- Phase 3: Church Street to Lake Street (Full Design, 100%)
    - Complete building-face-to-building-face reconstruction of First Avenue.
    - Incorporate decorative and functional streetscape elements, trees, lighting, furnishings, fiber extension, utilities, and stormwater facilities.
    - Replace water services, aging watermain, and storm mains.
    - Integrate bicycle lanes, on-street parking, and ADA-compliant pedestrian improvements.
    - Coordinate gateway features, landscaping, and public art consistent with previous downtown phases.
    - Intersection improvements at Pine/First and Bridge/First.
- Future Phase: Lake Street to Superior Street (Preliminary Design)
    - Preliminary geometry, streetscape concept, and intersection design at First & Superior (potential roundabout).
    - Early stormwater and traffic analysis to guide future full design and construction.

Additional design elements include a traffic signal warrant and design at First Avenue and Pine Street, stormwater system upgrades with bioretention cells supporting future MS4 compliance, and a comprehensive Public Engagement Plan led by The Langdon Group. Engagement will include stakeholder interviews, Technical Advisory Group meetings, open houses, business outreach, a project website, and social-media and newsletter updates to ensure transparency and public participation.

Environmental and permitting tasks include preparation of a Biological Assessment and Stormwater Pollution Prevention Plan (SWPPP) in coordination with Idaho DEQ.

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.

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. 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.

A Public Engagement Plan will be presented to Council for consideration and approval. This plan will promote transparency, gather community input, and encourage stakeholder participation throughout the design process. Engagement strategies include public meetings and open houses, stakeholder workshops, online surveys, project website and social media updates, press releases, newsletters, and advisory committee meetings.

ATTACHMENTS:

1. Draft contract and Scope of Work

2. Downtown Streets Plan and Design Guide – First and Cedar Concept
3. Multimodal Transportation Master Plan – First and Bridge Concepts
4. Downtown Waterfront Design Competition – First Ave Concept
5. Downtown Streets Plan and Design Guide – First and Superior

LINKS:

1. Downtown Streets Plan and Design Guide - https://www.sandpointidaho.gov/media/3541
2. Multimodal Transportation Master Plan - https://www.sandpointidaho.gov/media/3491
3. Downtown Waterfront Design Competition Stage 3 Design Report - https://www.sandpointidaho.gov/media/3641
4. Cleargov Project Page - https://sandpoint-id.cleargov.com/projects/14340/downtown-revitalization-phase-3

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.

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	Engineer:
By:	By: Matt Gillis (Nov 19, 2025 13:46:12 PST)
Print name: Jeremy Grimm	Print name: Matt Gillis
Title: Mayor	Title: Vice President
Date Signed:	Date Signed: 11/19/2025
Address for Owner's receipt of notices: 1123 Lake Street Sandpoint, Idaho 83864	Address for Engineer's receipt of notices:
Designated Representative (Paragraph 8.03.A):	Designated Representative (Paragraph 8.03.A):
Name: Holly Ellis	Name: Matt Gillis
Title: Public Works Director	Title: Vice President
Phone Number: 208-946-2087	Phone Number: 208-659-7261
E-Mail Address: hellis@sandpointidaho.gov	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):

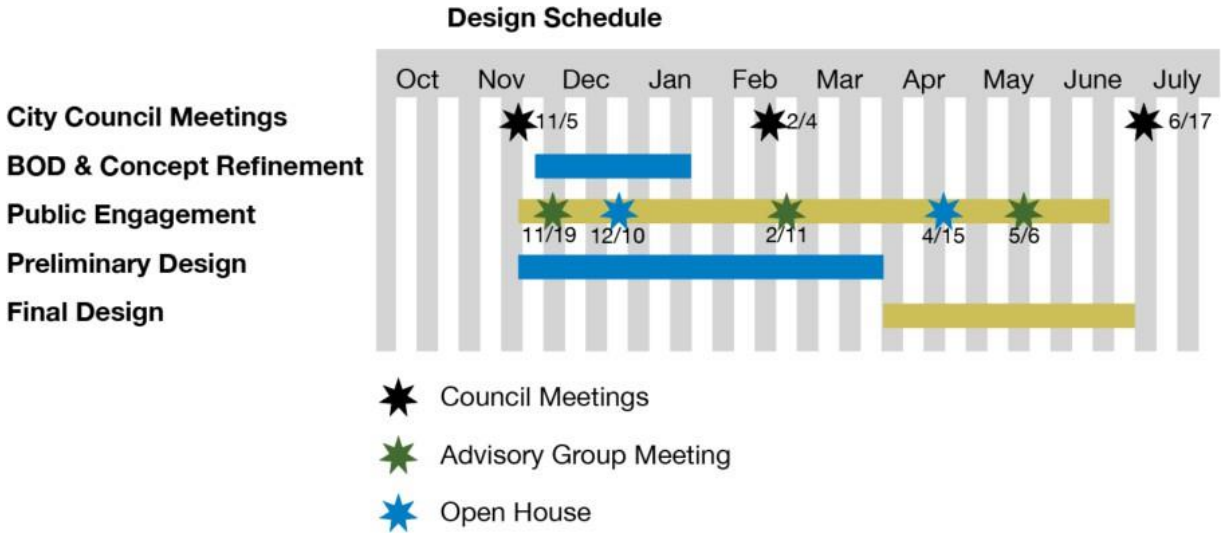
The ENGINEER will maintain regular contact with OWNER's Project Manager and maintain regular coordination with OWNER staff for this project. The ENGINEER's Project Manager will be responsible for:

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

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.

A26-3170-2 WELCH COMER - DOWNTOWN REV PH 3 ENGINEERING DESIGN SERVICES corrected

Final Audit Report 2025-11-19

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