Lewiston City Council
REGULAR MEETING AGENDA
August 24, 2026 - 6:00 PM
Lewiston City Library – Second Floor Event Space – 411 D Street
Lewiston, Idaho 83501

Seating will be available on a first-come, first-served basis. All others who wish to observe this meeting may watch and listen to the livestream on their own device(s) by visiting the City of Lewiston's website at cityoflewiston.org.

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. CITIZENS COMMENTS

This is an opportunity for individuals wishing to comment on agenda items or other matters they wish to bring to the Council's attention, excluding those scheduled for a public hearing. As there may not be another opportunity to comment once an agenda item is addressed, individuals are encouraged to speak at this time. Individuals are encouraged to discuss operational issues in advance with the Mayor. In consideration of others wishing to speak, commentary is limited to three (3) minutes.

IV. CONSENT AGENDA

All items on the Consent Agenda are considered routine by the Council and will be enacted by one motion. There will be no separate discussion on these issues unless a councilor so requests, in which case the item will be removed from the Consent Agenda and considered on the Active Agenda under "Items Moved from the Consent Agenda".

A. **VOUCHER'S PAYABLE:** Considering approving the Voucher's Payable dated 7/24/2026 - 8/6/2026 in the amount of $2,211,972.52 - Action Item

V. ACTIVE AGENDA

A. **SUPPLEMENTAL AGREEMENT NO. 3 FOR TR036 BRYDEN AVE RECONSTRUCTION STAGE 1:** Considering approving Supplemental Agreement No. 3 to the Local Professional Services Agreement with David Evans and Associates, Inc., for the TR036 Bryden Ave Reconstruction Stage 1, in the amount of $208,417, and authorizing the Mayor to sign the Agreement - Action Item (Public Works Director Dustin Johnson)

B. **LOCAL PROFESSIONAL SERVICES AGREEMENT FOR PROJECT #A024(680):** Considering approving the Local Professional Services Agreement with CONSOR North America, Inc for the TR072 8th Street Bike and Pedestrian Path Improvements project in the amount of $149,895, and authorizing the Mayor to sign the Agreement - Action Item (Public Works Director Dustin Johnson)

C. **ORDINANCES**

1. **FIRST, SECOND AND THIRD READINGS**

a. **ORDINANCE 4971:** Considering amending Lewiston City Code § 17-1, adding the definition of "temporary project"; amending Lewiston City Code § 17-19 relating to the ownership of solid waste and recyclable materials; enacting a new Lewiston City Code § 17-25 relating to the regulation of temporary project service; and amending Lewiston City Code § 17-26 related to licensing and restrictions on operations - Action Item (Public Works Director Dustin Johnson)

2. **THIRD READINGS**

a. **ORDINANCE 4973:** Considering amending Ordinance 4950, the Annual Appropriation Ordinance for the fiscal year beginning October 1, 2025 and ending September 30, 2026, appropriating additional monies that are to be received in the sum of $17,315,900 - Action Item (Finance Director/City Treasurer Aimee Gordon)

b. **ORDINANCE 4974:** To be termed the "2027 Annual Appropriation Ordinance," considering appropriating sums of money authorized by law and deemed necessary for all general and special municipal purposes of the City of Lewiston for the fiscal year commencing October 1, 2026 and ending September 30, 2027 - Action Item - Action Item (Finance Director/City Treasurer Aimee Gordon)

c. **ORDINANCE 4975:** Considering fixing and establishing the tax certification on all taxable properties situated within the corporate limits of the City of Lewiston for the fiscal year beginning October 1, 2026 and ending September 30, 2027, for the purpose of providing and raising monies for municipal and corporate purposes; providing for certification to the Board of County Commissioners of Nez Perce County in the amount of $25,095,770; providing a certified copy of the 2027 Annual Appropriation Ordinance to the Board of County Commissioners of Nez Perce County, Idaho, as adopted by the City of Lewiston for the 2026-2027 fiscal year - Action Item - Action Item (Finance Director/City Treasurer Aimee Gordon)

3. **ADOPTION AND APPROVAL OF ORDINANCE SUMMARIES**

a. **ORDINANCE 4971:** - Action Item

4. **ADOPTION**

a. **ORDINANCE 4973:** - Action Item

b. **ORDINANCE 4974:** - Action Item

c. **ORDINANCE 4975:** - Action Item

VI. PUBLIC HEARINGS AND RELATED ACTION ITEMS

A. **PUBLIC HEARING: FORGONE TAXES:** Accepting testimony on the consideration of utilizing a portion of forgone taxes for maintenance and operations purposes, and consideration of accruing forgone tax (i.e., reserving the right to recover forgone tax) for the fiscal year ending September 30, 2027 - Action Item (Finance Director/City Treasurer Aimee Gordon)

B. **RESOLUTION 2026-48:** Considering whether to reserve some or all of the current year's allowable forgone amount for potential use in subsequent years, Idaho Code § 63-802(1)(f) -

Action Item (Finance Director/City Treasurer Aimee Gordon)

VII. ITEMS MOVED FROM THE CONSENT AGENDA - Action Item

VIII. UNFINISHED AND NEW BUSINESS

A. CITY COUNCILOR COMMENTS: Comments shall not be related to an item currently before the City Council or an item that may come before the City Council in the foreseeable future, and shall be limited to comments, not discussion.

B. CITY BOARDS AND COMMISSIONS LIAISON UPDATES

C. MAYOR COMMENTS

D. AGENDA TOPICS: - Action Item

IX. ADJOURNMENT - Action Item

The City of Lewiston is committed to providing access and reasonable accommodation in its services, programs, and activities and encourages qualified persons with disabilities to participate. If you anticipate needing any type of accommodation or have questions about the physical access provided at this meeting, please contact Nikki Province, ADA Coordinator, at least forty-eight (48) hours in advance of the meeting at 208-746-3671 x 6211.

Voucher's Payable

Vendor Name	Ck#	Ck Date	Department	Description	Total
4IMPRINT INC	401573	8/6/2026	LIBRARY	LIB - BAGS FOR HOMEBOUND DELIVERY	$1,321.26
ABC BUS INC	123711	8/6/2026	FLTMAINT	TWO (2) REPLACEMENT LIGHT DUTY BUSES	$331,995.68
ADVANCED CONTROL SYSTEMS, LLC	123713	8/6/2026	WATER	BPO-PW-WTP SCADA TROUBLESHOOTING/REPAIRS	$1,339.46
				WR099 WW099 SCADA FACTORYTALK UPGRADE; 22502304	$2,340.00
			WSTWTR	BPO-PW-WWA-SCADA TROUBLESHOOTING	$1,046.93
				WR099 WW099 SCADA FACTORYTALK UPGRADE; 22502304	$4,680.00
				WW034BPO- LOSD LIFT STATIONS-SCADA TROUBLESHOOTIN	$232.50
AIRBRIDGE BROADBAND LLC	123714	8/6/2026	INFOSYSTMS	BPO - ISS - INTERNET SERVICE	$285.00
			WATER	AIRBRIDGE WIRELESS INTERNET - PW	$80.00
			WSTWTR	AIRBRIDGE WIRELESS INTERNET - PW	$160.00
ALEXIS PFAU	123693	7/30/2026	POLICE	MEALS ALEXIS PFAU NIC POST ACADEMY CDA	$4,765.00
ALWAYS TOWING LLC	401574	8/6/2026	POLICE	BPO PD TOW SERVICE FOR TOWS TO 16TH AVE STORAGE/EV	$230.00
AMAZON CAPITAL SERVICES	123715	8/6/2026	CEMETERY	CEM - AMAZON - GEARS AND KEY SPRINGS - ALL PARKS	$16.88
			COMDEV	BPO-CD-OFFICE SUPPLIES-PAPER, PENS, RECEIPT PAPER	$429.28
			EXECUTIVE	OFFICE SUPPLIES	$15.93
			FIRE	FIRE - AMAZON - OFFICE SUPPLIES	$84.97
			INFOSYSTMS	BANDING TOOL	$134.59
				OUTDOOR ETHERNET CABLE AND CABLE LUBRICANT	$308.68
			LEGISLATIV	OFFICE SUPPLIES	$19.99
			PARKSFAC	P&R ADMIN - AMAZON - AMERICA 250 FLAGS	$150.93
				PKS - AMAZON - FLAGPOLE BEAD - ROSE GARDEN FLAGPL	$8.78
			POLICE	PD-CEILING FAN REMOTE REPLACEMENT FOR THE POLICE T	$29.29
			RECREATION	REC - AMAZON - ADULT CHILD AND PEDIATRIC CPR KIT	$56.04
				REC - AMAZON - FRANKLIN MINI FOOTBALLS - FF CAMP	$44.23
			TRNSPN	PW - ENG - OFFICE CHAIR	$152.87
			WATER	PW-WD-BREAKROOM CHAIR REPLACEMENT	$89.99
				PW-WTP-CHAIRS (6) AND ACCESSORIES	$74.99
			WSTWTR	PW-WWTP-FITTINGS	$32.97
ANATEK LABS INC	401575	8/6/2026	WATER	PW-WTP-BPO SAMPLING ANALYSIS FOR COMPLIANCE	$595.00
			WSTWTR	BPO-PW-WWTP-LAB SAMPLE ANALYSIS	$264.00
ARMAND ADVERTISING LLC	401576	8/6/2026	POLICE	PD-COMMUNITY EVENT SWAG-1000 LPD COLORING BOOKS, 2	$3,781.00
ARSENAL CHIROPRACTIC INC DBA FIREHOUSEBEDS.COM	123737	8/6/2026	FIRE	FIRE - FIREHOUSE BEDS - MATTRESS ENCASEMENTS	$288.00

ASCAP - ACCOUNT SERVICES	123716	8/6/2026	PARKSFAC	P&R ADMIN - ASCAP - LICENSING FEE	$466.13
ASPHALT PRESERVATION LLP	123717	8/6/2026	TRNSPN	TR011 STREET PRES - SLURRY SEAL (IFB-26-011)	$5,495.33
ATLAS SAND & ROCK	123718	8/6/2026	TRNSPN	BPO - ST - DUTHIE SAND & ROCK	$1,257.63
BALL & BALL LLC DBA ROTO ROOTER	123781	8/6/2026	PARKSFAC	FAC - BPO - ROTO ROOTER - SEWER CLEAN EMER SVR	$388.80
BAVCO	123719	8/6/2026	PARKSFAC	PARKS - BAVCO - BACKFLO PARTS - KIWANIS	$846.80
			WSTWTR	WW051 SLA WW COLL SHOP - BACKFLOW	$1,416.19
BLUE RIBBON LINEN SUPPLY INC	123720	8/6/2026	POLICE	BPO PD RUG CLEANING FEES FOR FRONT LOBBY	$25.38
			WATER	PW-WTP/DISTR BPO LAUNDRY & JANITORIAL SUPPLIES	$522.17
			WSTWTR	PW-WWTP-BPO JANITORIAL SUPPLIES	$40.81
BOB'S GARAGE DOORS LLC	401577	8/6/2026	PARKSFAC	BPO - FAC - BOB'S GARAGE DOORS - SERVICE CALLS	$235.00
BRANDON GUZMAN	123705	8/6/2026	WSTWTR	MEALS B GUZMAN TRANSPORT WWTP LAB SAMPLES FIFE	$50.00
BRIAN E WARD DBA GUMBY ENTERPRISES INC	123783	8/6/2026	FLTMAINT	BPO- FLEET- TOOLS & SUPPLIES	$196.75
BROEMELING STEEL & MACHINE	123721	8/6/2026	FLTMAINT	FLEET-REPAIR BOOM OF BACKHOE #474	$360.00
C.E.M. LIFTS INC	123724	8/6/2026	FLTMAINT	HYDRAULIC LIFT REPAIR	$1,397.49
CAMP CABIN & HOME INC	123722	8/6/2026	WSTWTR	PW-WWCOLL-BPO PROPANE	$26.52
CED - CONSOLIDATED ELECTRICAL DISTRIBUTORS	401578	8/6/2026	PARKSFAC	BPO - FAC - CED/CONSOLIDATED ELEC - ELECTRIC SUP	$114.26
CELLEBRITE INC	123723	8/6/2026	POLICE	PD-ANNUAL SUBSCRIPTION INSEYETS AND SMART TRANSLAT	$10,740.00
CENTRAL ORCHARDS SEWER DISTRICT	123729	8/6/2026	PARKSFAC	JULY 2026 UTILITY CHARGES	$174.18
CH2O INC	123725	8/6/2026	WSTWTR	PW-WWTP-QUARTERLY SRV ON BOILERS	$226.60
CHRISTIAN MORRIS	123694	7/30/2026	POLICE	MEALS CHRISTIAN MORRIS NIC POST ACADEMY CDA	$4,765.00
	123706	8/6/2026	POLICE	C MORRIS NEW HIRE DUTY PISTOL REIMBURSMENT	$500.00
CIMCO-GC SYSTEMS LLC	401579	8/6/2026	WATER	PW-WD-PRV PARTS	$1,808.13
CINTAS CORPORATION #606	123726	8/6/2026	FLTMAINT	BPO- FLEET- UNIFORM RENT & LAUNDRY	$153.77
			PARKSFAC	BPO - PKS - CINTAS - UNIFORMS AND CLEANING SUPP.	$65.58
CITY OF LEWISTON EMPLOYEE BENEFIT-CAFETERIA PLAN	123698	8/6/2026	ADMSVC	Payroll Run 1 - Warrant 080626	$9,053.79
CIVICPLUS LLC	401580	8/6/2026	INFOSYSTMS	AGENDA AND MEETING MANAGEMENT CIVICCLERK	$5,955.75
				CIVICPLUS WEBSITE AND SUPPORT	$7,116.26
CLEARWATER CLEANING SERVICES CORP	401581	8/6/2026	PARKSFAC	BPO-FAC - CLEARWATER CLEANING SERVICE	$4,245.00
COEUR D'ALENE TRACTOR CO	123712	8/6/2026	WSTWTR	BPO-PW-WWTP MOWER MAINT SUPPLIES	$152.80
COLEMAN OIL COMPANY LLC DBA COLEMAN OIL COMPANY	123727	8/6/2026	CEMETERY	CP-0421197 7/26/26 BILL DATE	$154.01
				CP-0428806 7/31/26 BILL DATE	$163.38

COMPANY			COMDEV	CP-0421197 7/26/26 BILL DATE	$277.01
				CP-0428806 7/31/26 BILL DATE	$347.69
			FIRE	CP-0421197 7/26/26 BILL DATE	$1,828.43
				CP-0428806 7/31/26 BILL DATE	$1,284.60
				CP-0433161 08/02/26 BILL DATE	$534.95
			FLTMAINT	BPO- FLEET- LUBE PRODUCTS & CAR WASHES	$218.36
			FLTMAINT	CP-0421197 7/26/26 BILL DATE	$79.02
				CP-0428806 7/31/26 BILL DATE	$50.81
			INFOSYSTMS	CP-0428806 7/31/26 BILL DATE	$87.32
			LEGISLATIV	CP-0428806 7/31/26 BILL DATE	$43.74
			LIBRARY	CP-0421197 7/26/26 BILL DATE	$64.18
			PARKSFAC	CP-0421197 7/26/26 BILL DATE	$1,275.49
				CP-0428806 7/31/26 BILL DATE	$1,224.37
			POLICE	CP-0421197 7/26/26 BILL DATE	$2,731.33
				CP-0428806 7/31/26 BILL DATE	$1,713.38
				CP-0433161 08/02/26 BILL DATE	$570.33
			RECREATION	CP-0421197 7/26/26 BILL DATE	$79.06
			SANITATION	BPO - SAN - FY26 FUEL FOR SDI HAUL	$1,881.48
				BPO - TS - FUEL	$149.44
			STMWTR	CP-0421197 7/26/26 BILL DATE	$67.08
				CP-0428806 7/31/26 BILL DATE	$398.81
			TRANSITOP	CP-0421197 7/26/26 BILL DATE	$2,239.01
				CP-0428806 7/31/26 BILL DATE	$2,201.91
				CP-0433161 08/02/26 BILL DATE	$74.80
			TRNSPN	CP-0421197 7/26/26 BILL DATE	$1,827.42
				CP-0428806 7/31/26 BILL DATE	$1,325.76
			WATER	CP-0421197 7/26/26 BILL DATE	$258.43
				CP-0428806 7/31/26 BILL DATE	$415.91
				PW-WTP-BPO OIL FOR PUMPS	$910.85
			WSTWTR	CP-0421197 7/26/26 BILL DATE	$779.81
				CP-0428806 7/31/26 BILL DATE	$364.33
COLLIER ELECTRIC LLC	123728	8/6/2026	PARKSFAC	FAC - COLLIER - LPD - TRENCH BOX FROM J-BOX	$415.96
			PROPIMPR	FAC - COLLIER ELECTRIC - FIRE ALARM PANEL - LPD	$16,157.40
			WSTWTR	BPO-PW-WWTP-ONCALL ELEC SRVS	$5,012.76
				PW-WWC CITY LIFT STATION ELECTRICAL CALL-OUTS	$690.00
				WW034 LOSD LIFT STATION - POWER BLOCK REPLACEMENT	$2,552.00
CONSOR NORTH AMERICA INC	401582	8/6/2026	TRNSPN	TR071 8TH ST SAFETY IMPROVEMENTS; KN24607	$8,131.84
CUES INC	401583	8/6/2026	WSTWTR	PW-WWCOLL-BPO MISC REPAIRS TO TRUCK EQUIP	$6,220.60
EARLY BIRD SUPPLY INC	123731	8/6/2026	PROPIMPR	FAC - EARLY BIRD SUPPLY - INT DOORS - BL POOL	$721.56
			TRNSPN	BPO - ST/TR - OPERATING SUPPLIES	$117.51
EFTPS	4732	8/6/2026	ADMSVC	Payroll Run 1 - Warrant 080626	$186,473.98
EMPOWER TRUST COMPANY LLC	4734	8/6/2026	ADMSVC	Payroll Run 1 - Warrant 080626	$43,732.37
ERB'S ACE HARDWARE LLC	123732	8/6/2026	FIRE	BPO FIRE - ERB HARDWARE - SUPPLIES	$29.98

			FLTMAINT	BPO- FLEET- REPAIR PARTS & SUPPLIES	$31.43
			TRNSPN	BPO - ST/TR - OPERATING SUPPLIES	$64.58
			WATER	BPO-PW-WTP OPERATING SUPPLIES: TOOLS & HARDWARE	$69.85
			WSTWTR	BPO-PW-WWTP OPERATING AND CLEANING SUPPLIES	$21.24
FASTENAL COMPANY	123733	8/6/2026	PARKSFAC	BPO - PKS - FASTENAL - VENDING SUPPLIES @ SS	$377.28
FEDEX	123734	8/6/2026	FIRE	BPO FIRE - FEDEX - SHIPPING	$21.28
			WSTWTR	PW-WWCOLL-BPO SHIPPING CHARGES	$100.49
FERGUSON ENTERPRISES #3011	123735	8/6/2026	WATER	WR086 WTP ALKALINITY - PIPE AND FITTINGS	$99.89
				WR520 12TH AVE FITTING	$4,607.11
FIREHOSEDIRECT	123736	8/6/2026	WATER	WR086 WTP ALKALINITY - FIRE HOSE AND FITTINGS	$502.34
FIRST STEP 4 LIFE RECOVERY CENTER LTD	401584	8/6/2026	SETTLEMENT	CD-OPIOID GRANT RECIPIENT	$2,616.25
FOP LEWIS CLARK LODGE #10	123699	8/6/2026	ADMSVC	Payroll Run 1 - Warrant 080626	$1,892.46
GATEWAY MATERIALS	123738	8/6/2026	WATER	PW-WD-BPO METAL STOCK-TUBING, BAR, ROD, REBAR	$81.90
			WSTWTR	PW-WWTP-BPO FABRICATED METAL PARTS AND STOCK	$251.90
GOBLE SAMPSON AND ASSOCIATES INC	401585	8/6/2026	WSTWTR	PW-WWTP-PARTS; PRESS FEED PUMP, PRIMARY PUMPS 2&4	$13,911.35
GRAINGER	401586	8/6/2026	WATER	WR086 WTP ALKALINITY - STRUT AND CLAMPS	$76.00
GREAT WEST ENGINEERING INC	123739	8/6/2026	SANITATION	TS002 FLOOR DESIGN; TASK ORDER 2026-1	$3,867.75
GUARDIAN PLUMBING, HEATING & A/C INC	123740	8/6/2026	WATER	WR079 SNAP FITNESS-ADCOPE SRV LINE REPLACEMENT	$7,985.00
H & H BUSINESS SYSTEMS	123741	8/6/2026	COMDEV	BPO-CD-COPIER MAINTENANCE COLOR AND B&W FOR IMAGE	$578.00
			LEGAL	BPO-LEGAL-H & H MONTHLY COPY FEES; FY26	$27.77
			POLICE	BPO PD -ADMIN COPY INVOICES	$104.63
			TRANSITOP	TRANSIT - BPO - PRINTER COPIES	$14.44
H D FOWLER COMPANY INC	401587	8/6/2026	WATER	WR088 MEMBRANE TANK - PARTS	$1,981.80
HAHN RENTAL CENTER	123742	8/6/2026	RECREATION	REC - HAHN RENTAL CENTER - GENERATOR RENTAL DR-IN	$203.00
HAHN SUPPLY	123743	8/6/2026	PARKSFAC	BPO - FAC - HAHN - MAINTENANCE TOOLS	$659.66
			WATER	PW-WD-TOOL BATTERIES	$532.84
				PW-WTP-BPO PLUMBING SUPPLIES/TOOLS/FILTERS	$14.36
				WR086 WTP ALKALINITY - PIPE AND FITTINGS	$1,291.36
HCAA LLC	401588	8/6/2026	FIRE	FIRE - HELLS CANYON APPAREL - WILDLAND BAGS	$100.00
HENRY SCHEIN	123744	8/6/2026	FIRE	BPO FIRE - HENRY SCHEIN - EMS SUPPLIES	$2,119.98
HKA GLOBAL LLC	123745	8/6/2026	WATER	WR050 RAW INTAKE SITE C INTAKE - EXPERT	$11,711.95
HM CRAGG CO	401605	8/6/2026	WATER	PW-WTP-PM SRV FOR GENERATOR	$1,826.67
HOME DEPOT CREDIT SERVICES	123746	8/6/2026	FIRE	BPO FIRE - HOME DEPOT - ST. SUPPLIES	$51.47

			LIBRARY	LIB - ACRYLIC FOLDER HOLDER	$29.99
			PARKSFAC	BPO - FAC - HOME DEPOT - MAINTENANCE SUPPLIES	$173.63
			WSTWTR	BPO-PW-WWCOLL- SUPPLIES, POWER AND HAND TOOLS	$44.83
I A F F - LOCAL #1773	123700	8/6/2026	ADMSVC	Payroll Run 1 - Warrant 080626	$3,564.75
IDAHO CHILD SUPPORT RECEIPTING	123702	8/6/2026	ADMSVC	Payroll Run 1 - Warrant 080626	$265.38
IDAHO DEPT OF LABOR ATTN: CASHIER	123747	8/6/2026	INSTRUST	BPO - FY 2026 UNEMPLOYMENT	$3,041.39
IDAHO ICE	123748	8/6/2026	INFOSYSTMS	BPO - ISS - WATER	$23.68
			LEGAL	BPO-LEGAL-WATER FOR CITY ATTY'S OFFICE-FY26	$23.68
IDAHO RURAL WATER ASSOCIATION	123749	8/6/2026	WATER	PW-WTP-IRWA FALL CONF REGIST 9/22-24/26; INGRAM	$285.00
			WSTWTR	PW-WW-IRWA FALL CONFERENCE REGIST 9/22-24/26	$1,425.00
IDAHO STATE POLICE	123750	8/6/2026	POLICE	PD-ILETS FEES JULY-SEPTEMBER 2026	$13,543.75
IDAHO STATE TAX COMMISSION	4729	8/6/2026	ADMSVC	Payroll Run 1 - Warrant 080626	$31,518.00
IIA LIFTING SERVICES INC	401590	8/6/2026	PARKSFAC	PKS - INDUSTRIAL INSP AND ANALYSIS - LIFT EQUIP	$776.16
INGRAM LIBRARY SERVICES	401591	8/6/2026	LIBRARY	BPO - LIB - ADULT BOOKMOBILE BOOK ORDERS	$109.94
				BPO - LIB - ADULT FICTION	$370.17
				BPO - LIB - FIRST FLOOR ADULT NONFICTION	$18.60
				BPO - LIB - JUVENILE BOOKMOBILE BOOK ORDERS	$143.21
				BPO - LIB - JUVENILE FICTION	$174.84
				BPO - LIB - JUVENILE NON FICTION ORDERS	$138.99
				BPO - LIB - LARGE PRINT BOOK ORDERS	$690.58
				BPO - LIB - TEEN FICTION	$257.79
				BPO - LIB - TEEN NONFICTION ORDERS	$49.28
IO MANAGEMENT COMPANY LLC DBA IDEAL OPTION PLLC	401589	8/6/2026	SETTLEMENT	CD-OPIOID GRANT RECIPIENT	$7,033.28
JERICO ENTERPRISES LLC	123752	8/6/2026	PARKSFAC	FAC - JERICO - BOILER IGNITION PARTS - BERT LIPPS	$943.03
				FAC - JERICO - REPLACE OVEN CTRL VALVE - FS1	$659.30
JOE HALL FORD	401592	8/6/2026	FLTMAINT	BPO- FLEET- REPAIR PARTS & OSL	$9.06
JOHN'S SAW SERVICE	401593	8/6/2026	FIRE	BPO FIRE - JOHN'S SAW - SERVICE & SUPPLIES	$96.47
			PARKSFAC	BPO - PKS - JOHN'S SAW - REPAIRS/OIL	$296.78
			TRNSPN	BPO - ST/TR - TOOL REPAIR SERVICES	$50.73
J-U-B ENGINEERS	401594	8/6/2026	WSTWTR	WW060 2023 WW IMPROVEMENT PROJECT-CE&I	$19,172.75
				WW503 WARNER-LINDSEY TO 20; LINDSEY CREEK SEW	$1,159.40
K&N AN IMPEL COMPANY	123776	8/6/2026	WSTWTR	PW-WWTP-BLOWER MOTOR TESTING	$5,191.00

KALAHALE MURRELL	123696	7/30/2026	RECREATION	KALAHALE MURRELL UMPIRED 5 GAMES @ 35	$175.00
KINZER AIR LLC	123753	8/6/2026	WSTWTR	BPO-PW-WWTP- ONCALL HVAC TROUBLESHOOTING	$270.00
KLEEN SWEEP JANITORIAL	401595	8/6/2026	WATER	BPO-PW WD MONTHLY JANITORIAL SRV AT 2605 16TH AVE	$355.00
KNIFE RIVER CORPORATION - MOUNTAIN WEST	123754	8/6/2026	CAPITAL PROJECTS	TR059 12TH; WARNER TO AVE IFB-25-010	$34,960.30
L N CURTIS & SONS	123755	8/6/2026	FIRE	BPO - FIRE - LN CURTIS - SERVICE	$116.75
LATAH SANITATION INC	123751	8/6/2026	PARKSFAC	BPO - PKS - LATAHSANI (INL N. WASTE) - PORT TOILT	$198.00
LEWIS CLARK ANIMAL SHELTER	123756	8/6/2026	POLICE	BPO PD ANIMAL SHELTER CONTRACT FEES	$7,036.67
LINC WAY	123697	7/30/2026	RECREATION	LINC WAY UMPIRED 2 GAMES @ 32.50	$65.00
LINC WAY	123707	8/6/2026	WSTWTR	MEALS L WAY TRANSPORT WWTP LAB SAMPLES FIFE	$50.00
MATHEW LANE	123685	7/30/2026	RECREATION	MATT LANE UMPIRED 5 GAMES @ 35	$175.00
MCKINSTRY CO., LLC	123758	8/6/2026	PARKSFAC	FAC - MCKINSTRY - FIRE SPKR INSP, FS2, CD, LIB	$3,286.00
MERRICK & COMPANY	401596	8/6/2026	ECONOMIC DEVELOPMEN T	21.027 WR0600 ARPA DWNTNW MAIN REPLACE-DESIG;AMD1	$9,464.25
MES SERVICE COMPANY LLC	123759	8/6/2026	FIRE	FIRE - MES - STRUCTURE GLOVES	$330.42
MIDWEST TAPE LLC	123760	8/6/2026	LIBRARY	BPO - LIB - ADULT DVD ORDERS	$269.94
MISC CUSTOMER REFUND	123686	7/30/2026	COMDEV	ACKERLAND PAINITNG & PRESSURE WASHING REFUND CD	$94.00
	123687	7/30/2026	UNDEFINED	D RUDFELT REFUND PUBLIC RECORD REQ #26-869	$49.93
	123688	7/30/2026	STMWTR	UB 1600000050 1803 CLEARVIEW POINT	$89.60
	123689	7/30/2026	WATER	UB 0501003891 1722 11TH	$131.70
	123690	7/30/2026	COMDEV	LAZER HEATING & A/C CD PERMIT VOIDED	$72.20
	123691	7/30/2026	ECONDEV	R THOMPSON CD CDBG HRP FINAL PAYMENT FOR GUTTERS	$9,875.00
	123692	7/30/2026	ECONDEV	T STEVENS CD CDBG FINAL PAYMENT FOR PLUMBING BATH	$2,028.00
	123703	8/6/2026	WATER	UB 0404009814 1127 17TH	$228.60
	123704	8/6/2026	RECREATION	S. ANDREWS JAM CLINIC AFTER ADMIN & OP EXPENSES	$2,984.80
MISCOWATER	123761	8/6/2026	WSTWTR	PW-WWTP-REPAIR ACTUATOR VALVE - AERATION SYS	$2,884.45
MOORE ELIA KRAFT & STACEY, LLP	123762	8/6/2026	LEGAL	OUTSIDE LEGAL CO; MEK&S; MAD PROPERTIES; FY26	$1,418.28
MOTION AUTO SUPPLY	401597	8/6/2026	FLTMAINT	BPO- FLEET- REPAIR PARTS & SUPPLIES	$171.10
NAPA AUTO PARTS	123763	8/6/2026	FLTMAINT	BPO- FLEET- REPAIR PARTS & SUPPLIES	$237.27
			FLTMAINT	BPO- FLEET- REPAIR PARTS & SUPPLIES	$691.31
NATIONWIDE RETIREMENT	4730	8/6/2026	ADMSVC	Payroll Run 1 - Warrant 080626	$12,540.11
NATIONWIDE-RESERVE	4733	8/6/2026	ADMSVC	Payroll Run 1 - Warrant 080626	$1,778.02
NCPERS GROUP LIFE INS	123708	8/6/2026	ADMSVC	Payroll Run 1 - Warrant 080626	$1,552.00
NEZ PERCE COUNTY	123764	8/6/2026	LEGAL	BPO-LEGAL-NPC-COL FY26 PROSECUTION SERVICES	$12,805.05

NEZ PERCE COUNTY SHERIFF	123709	8/6/2026	ADMSVC	Payroll Run 1 - Warrant 080626	$912.94
NORCO INC	401598	8/6/2026	FIRE	BPO FIRE - NORCO - OXYGEN SUPPLIES	$348.09
NORTH 40 OUTFITTERS	123765	8/6/2026	COMDEV	CD-B. CUNNINGHAM-OVERALL/PANTS	$119.98
			PARKSFAC	BPO - FAC - NORTH 40 - WORKING SUPPLIES	$232.79
				BPO - PKS - NORTH 40 - MISC SUPPLIES, CITY PARKS	$55.51
				PKS - NORTH 40 - BOOT ALLOW - KEVYN BOOTHE	$225.00
				PKS - NORTH 40 - WORK CLOTHING - PARKS CREW	$1,393.84
			SANITATION	BPO - TS - PERSONAL PROTECTIVE EQUIPMENT	$71.99
			TRNSPN	BPO - ST/TR - OPERATING SUPPLIES	$111.70
			WATER	PW-WD-BPO OPERATING SUPPLIES: TOOLS & HARDWARE;	$14.99
			WSTWTR	BPO-PW-WWTP-OPERATING SUPPLIES: TOOLS & HARDWAR	$706.20
				PW-WWCOLL-BPO OPERATING SUPPLIES: TOOLS & HARDW	$18.98
NORTHWEST PLAYGROUND	123766	8/6/2026	PARKSFAC	PKS - NWEST PLAYGROUND - BARK, SS, PEP, JEWIT, SY	$18,903.99
ODP BUSINESS SOLUTIONS LLC	123768	8/6/2026	LIBRARY	BPO - LIB - COPY PAPER	$126.93
				BPO - LIB - OFFICE SUPPLIES	$91.72
			POLICE	BPO PD OFFICE SUPPLIES TO INCLUDE PENS, PAPER, FIL	$216.15
			TRNSPN	BPO - PW OFFICE - OPERATING/OFFICE SUPPLIES	$94.48
				BPO - ST/TR - OFFICE SUPPLIES	$58.15
			WSTWTR	BPO-PW-IPT OFFICE SUPPLIES; PENS, PAPER, ETC	$47.89
				BPO-PW-WWTP OFFICE SUPPLIES; PENS, PAPER, ETC	$32.07
O'REILLY AUTO PARTS	123767	8/6/2026	FLTMAINT	BPO- FLEET- REPAIR PARTS & SUPPLIES	$245.91
OVERDRIVE INC	123769	8/6/2026	LIBRARY	BPO - LIB - ADULT OVERDRIVE ORDERS	$1,159.73
				BPO - LIB - JUVENILE OVERDRIVE ORDERS	$560.11
OVERHEAD DOOR INC DBA OVERHEAD DOOR CO OF	401599	8/6/2026	WATER	PW-WTP-GARAGE DOOR SRV	$357.50
			WSTWTR	PW-WWC-GARAGE DOOR SRV	$130.00
OXARC	123770	8/6/2026	PARKSFAC	PKS - OXARC - ORCHARDS POOL - CHEMICALS	$2,557.04
			WATER	BPO-PW-WTP-CALCIUM THIOSULFATE FOR WATER TREATMEN	$2,324.82
PACIFIC HIDE & FUR DEPOT	123771	8/6/2026	WSTWTR	BPO-PW-WWC- STEEL SUPPLIES	$94.61
PERSI	4731	8/6/2026	ADMSVC	Payroll Run 1 - Warrant 080626	$196,005.75
PETERSON RADIATORS MUFFLERS & HITCH CENTER	123773	8/6/2026	FLTMAINT	BPO- FLEET- REPAIR PARTS & EXHAUST WORK	$295.48
PLAYCORE GROUP, INC	123772	8/6/2026	PARKSFAC	PKS - PLAYCORE - FIXIT PLUS W/AIRKIT PRIME	$4,737.76
POE ASPHALT PAVING INC	123774	8/6/2026	TRNSPN	TR011 STREET PRES - FOG & SEAL COAT (IFB-26-012)	$609,775.51

PORT OF LEWISTON	123775	8/6/2026	INFOSYSTMS	BPO - FIBER CONNECTIONS	$945.00
PRINTCRAFT PRINTING	401600	8/6/2026	POLICE	BPO PD BUSINESS CARDS	$80.00
REINER PUMP	123777	8/6/2026	WSTWTR	PW-WWC-HAND WINCH	$632.36
RICOH USA INC	123778	8/6/2026	LIBRARY	BPO - LIB - LEASE FEES	$280.86
			POLICE	BPO PD COPIER RENTAL FOR COPY ROOM MACHINE	$133.65
	123779	8/6/2026	SANITATION	BPO - PW - MPC4503 COPIER MAINTENANCE	$19.02
			STMWTR	BPO - PW - MPC4503 COPIER MAINTENANCE	$19.02
			TRNSPN	BPO - PW - MPC4503 COPIER MAINTENANCE	$447.04
			WATER	BPO - PW - MPC4503 COPIER MAINTENANCE	$4.76
			WSTWTR	BPO - PW - MPC4503 COPIER MAINTENANCE	$4.76
ROGERS MOTORS LLC DBA ROGERS CHRYSLER JEEP DODGE RAM LLC	123780	8/6/2026	FLTMAINT	BPO- FLEET- REPAIR PARTS & REPAIRS	$160.08
RUSH TRUCK CENTERS OF IDAHO	123782	8/6/2026	FLTMAINT	BPO- FLEET- REPAIR PARTS & REPAIRS	$290.00
SANITARY DISPOSAL INC DBA SUNSHINE DISPOSAL & RECYCLING	401603	8/6/2026	SANITATION	BPO - SAN - FY26 ANNUAL CURBSIDE COLLECTION	$322,803.53
SITEONE LANDSCAPE SUPPLY LLC	401601	8/6/2026	PARKSFAC	BPO - PKS - SITEONE - IRRIGATION SUPPLIES	$951.41
SPLASH CARWASH & DETAILING	123784	8/6/2026	POLICE	BPO PD CAR WASH FOR PATROL, UNDERCOVER, AND DEPART	$792.00
STANTEC CONSULTING SERVICES INC	401602	8/6/2026	WATER	WR086 WTP ALKALINITY - DESIGN TO #2026-01	$32,480.68
TAMMI L SMITH DBA THE COUNTRY STITCH	123730	8/6/2026	TRANSITOP	TRANSIT STITCH REPAIR FOR DRIVER JACKETS	$45.00
TELUS COMMUNICATIONS INC	123786	8/6/2026	TRNSPN	BPO - ST - SNOW PLOW/SWEEPER MONTHLY GPS SERVICE	$576.00
THE MASTER'S TOUCH LLC	123757	8/6/2026	FINANCE	BPO - UB - MONTHLY PRINTING & MAILING-STATEMENTS	$6,888.41
THE TRANSIT AND PARATRANSIT COMPANY	123785	8/6/2026	TRANSITOP	BPO TRANSIT FOR OPERATOR TRAINING/LMS	$3,066.00
THE UPS STORE	123793	8/6/2026	INFOSYSTMS	BPO - ISS - SHIPPING	$21.97
			POLICE	BPO PD MAIL SERVICE	$187.66
THOMSON REUTERS - WEST	123787	8/6/2026	LEGAL	BPO-LEGAL-WESTLAW CHARGES FY26	$1,204.66
TRANSUNION RISK AND ALTERNATIVE DATA SOLUTIONS INC	123788	8/6/2026	POLICE	BPO TLO ACCESS FEES FOR INVESTIGATIONS	$144.55
TRIBUNE PUBLISHING CO	401604	8/6/2026	COMDEV	BPO-CD-PLANNING AND ZONING COMMISSION-PUBLISHED N	$83.32
			LIBRARY	LIB - TRIBUNE SUBSCRIPTION - ONE YEAR	$405.61
TRI-STATE MEMORIAL HOSPITAL	123789	8/6/2026	FIRE	FIRE - TRISTATE HEALTH - PHYSICALS	$1,641.29
TWIN COUNTY UNITED WAY	123790	8/6/2026	SETTLEMENT	CD-OPIOID SETTLEMENT-NPC DRUG TREATMENT COURTS	$2,357.50
ULINE	123791	8/6/2026	POLICE	PD-1 PACKAGE OF 25, 13 x 8 x 2" EVIDENCE BOXES	$166.39
UNIFORMS2GEAR INC	401606	8/6/2026	FIRE	FIRE - UNIFORMS2GEAR - UNIFORMS	($115.87)
			POLICE	BPO PD UNIFORMS/NEW HIRE	$344.58
				BPO PD UNIFORMS/SUPPORT SERVICES	$7.20

				BPO-DISPATCH UNIFORM SHIRTS AND JACKETS	$142.49
UNITED RENTALS (NORTH AMERICA), INC.	123792	8/6/2026	WSTWTR	BPO-PW-WWC- MISC EQUIPMENT RENTAL & SUPPLIES	$275.00
URM STORES INC	401607	8/6/2026	LIBRARY	BPO - LIB - OFFICE SUPPLIES	$32.44
			POLICE	BPO PD BOTTLED WATER AND ICE	$11.97
			RECREATION	BPO SNR NUTR - URM - DAILY FOOD RUNS	$210.83
US FOODS - SPOKANE	123794	8/6/2026	RECREATION	BPO - REC - SNR NUTR - FOOD SUPPLY FOR MEAL PROGR	$2,481.50
USABLUEBOOK	123795	8/6/2026	WATER	WR079 SRV LINE REPLACEMENT - KERF CUTTER	$4,600.00
VALLEY CAR SALES INC	123796	8/6/2026	PARKSFAC	P&R ADMIN - VALLEY CAR SALES - VAN RENT, COMM PK	$170.00
			RECREATION	REC - VALLEY CAR SALES - VAN RENT - SR TRIP DWORS	$340.00
VERIZON WIRELESS	4716	7/30/2026	COMDEV	07/12/26 BILL DATE UTILITY CHARGES	$330.96
			FIRE	07/12/26 BILL DATE UTILITY CHARGES	$1,095.76
			GOLFCRS	07/12/26 BILL DATE UTILITY CHARGES	$40.01
			HR	07/12/26 BILL DATE UTILITY CHARGES	$38.70
			INFOSYSTMS	07/12/26 BILL DATE UTILITY CHARGES	$675.77
			LEGISLATIV	07/12/26 BILL DATE UTILITY CHARGES	$80.08
			PARKSFAC	07/12/26 BILL DATE UTILITY CHARGES	$137.46
			POLICE	07/12/26 BILL DATE UTILITY CHARGES	$2,047.66
			TRANSITOP	07/12/26 BILL DATE UTILITY CHARGES	$159.37
			TRNSPN	07/12/26 BILL DATE UTILITY CHARGES	$1,007.06
			WATER	07/12/26 BILL DATE UTILITY CHARGES	$1,395.11
			WSTWTR	07/12/26 BILL DATE UTILITY CHARGES	$1,125.32
WALTER E NELSON SUPPLIES	123797	8/6/2026	PARKSFAC	FAC - WALTER E.NELSON - CHEM AND SUP FOR POOLS	$144.74
WASHINGTON STATE SUPPORT REGISTRY	123710	8/6/2026	ADMSVC	Payroll Run 1 - Warrant 080626	$841.44
WESTERN RECYCLERS INC	401608	8/6/2026	FINANCE	BPO- FIN- WESTERN RECYCLERS-SHREDDING	$81.34
			FIRE	BPO FIRE - WESTERN RECYCLERS	$17.00
			HR	BPO- FIN- WESTERN RECYCLERS-SHREDDING	$40.66
			POLICE	BPO PD SHREDDING SERVICES	$52.00
WESTERN STATES EQUIPMENT	123798	8/6/2026	FLTMAINT	BPO- FLEET- REPAIR PARTS	$85.71
WILBERT PRECAST INC	401609	8/6/2026	CEMETERY	CEM - WILBERT - VAULT ORDER - BORDERS	$2,175.00
				CEM - WILBERT - VAULT ORDER - CIHAK	$388.00
				CEM - WILBERT - VAULT ORDER - SMITH	$2,175.00
			STMWTR	BPO - STMW - CULVERT MAINTENANCE SUPPLIES	$655.00

WITMER PUBLIC SAFETY GROUP INC	401610	8/6/2026	FIRE	FIRE - WITMER - AXE	$334.05
WSCFF EMPLOYEE BENEFIT TRUST DBA IAFF MERP	123701	8/6/2026	ADMSVC	Payroll Run 1 - Warrant 080626	$5,300.00
Total					$2,211,972.52

CITY COUNCIL MEETING
AGENDA ITEM SUMMARY

ITEM TITLE SUPPLEMENTAL AGREEMENT NO. 3 FOR TR036 BRYDEN AVE RECONSTRUCTION STAGE 1	**AGENDA NO.** V. A. **AGENDA DATE:** August 24, 2026

ITEM SUMMARY (Background, Discussion, Key Points, Recommendations, etc.)

This project was reviewed by Council through the LTIP public hearing process in 2014. Council sent a letter to the Lewis Clark Valley Metropolitan Planning Organization (LCVMPO) requesting this project be reviewed by the MPO and then forwarded to the Idaho Transportation Department and considered for funding in the Idaho Transportation Improvement Plan (ITIP). This project has been included and part of the Council's public hearing process since then and adopted by Resolution 2018-67.

Council approved the State and Local Funding Agreement (SLA) for project design and construction through the adoption of Resolution 2019-56, which required a payment of $25,000 from the City.

This project is ranked #6 in the City's 2026 Transportation Capital Improvement Plan.

In December 2021, Council approved the Local Professional Services Agreement (PSA) for Final Design in the amount of $882,781 between the City, ITD, and Davis Evans and Associates, Inc. (DEA). Current federally obligated funding for design $989,000 is 92.66% FHWA ($916,407) and 7.34% local ($72,593). Final design was delivered in June 2023. Federal right-of-way (ROW) purchase funding of $3,128,000 is scheduled for 2030 and construction funding, currently estimated at $10,557,205, does not have an assigned year.

In 2023, Council approved Supplemental Agreement #1 between the City, ITD, and DEA in the amount of $26,786, for Storm Sewer and Permanent Easements. Supplemental Agreement #2 was executed, signed by the Public Works Director in accordance with the City's Purchasing Policy 7.3, on September 26, 2025. Supplemental Agreement #2 in the amount of $23,618, was for additional Traffic Analysis requested by Council during an update of the project at a Work Session in May 2024. The current contract amount with DEA is $933,185.

Supplemental Agreement #3 between the City, ITD, and DEA presented to Council tonight is for additional environmental documentation, final right-of-way (ROW) plans, and legal descriptions. This work is required to prepare the project for ROW purchases in 2030. This agreement is for $208,417, which brings the new contract amount with DEA to $1,141,602.

BUDGET IMPACT (Identify any or all impacts this proposed action would have on the City budget and/or personnel resources)

This project is funded by federal Surface Transportation Block Grant (STBG) and Urban Renewal Agency's (URA) funds. STBG funds require 7.34 % local match. The estimated remaining federal funding for ROW preparations is $50,000. In February 2026 the City requested additional URA support of $200,000 to cover the final ROW preparation. This request was approved and funded. Supplemental Agreement #3 was not allocated in the FY26 budget. $200,000 was added to the FY26 budget amendment list for the URA funds received. This City's share of the remaining $8,417 will not need to be amended as there are sufficient funds in the transportation budget.

BRYDEN AVE RECON STG 1- SUPP#3	
STBG GRANT 92.66%	$ 7,799.19
CITY SHARE 7.34%	$ 617.81
URA 100%	$ 200,000.00
TOTAL	$ 208,417.00

ACTION PROPOSED

Staff recommends Council approving allowing the Mayor to sign and execute Supplemental Agreement #3 to the Local Professional Services Agreement with David Evans and Associates, Inc., for TR036 Bryden Ave Reconstruction Stage 1, in the amount of $208,417.

Supplemental Agreement

Key Number(s)	Project Name(s)	Project Number(s)
20024	BRYDEN AVE RECONSTRUCTION STG 1, LEWISTON	A020(024)

Consultant	Agreement #	Date Authorized	Supplemental #
David Evans and Associates, Inc. (DEA)	96067		3

	Not-To-Exceed (NTE)	Additional Services	Agreement	Fixed Fee (Included in NTE)
Original Agreement	$882,781.00	$0.00	$882,781.00	$74,651.00
Previous Supplementals	$50,404.00	$0.00	$50,404.00	$4,563.00
This Supplemental	$208,417.00	$0.00	$208,417.00	$20,414.00
New Totals	$1,141,602.00	$0.00	$1,141,602.00	$99,628.00

The Agreement dated 11/16/2021 between the State and Consultant is hereby modified as the parties hereto mutually agree.

The Consultant will provide additional services as outlined in the attached Scope of Work.

The Agreement Amounts are revised as shown in the table above.

The undersigned Consultant hereby agrees that if this Supplemental Agreement is approved, they will perform the work detailed above and accept payment at the prices shown for the respective items in accordance with the terms of the original Agreement, except as herein provided. **This Supplemental Agreement is not effective until approved by the Chief Engineer or his authorized representative.**

By reason of this proposed change, completion time will be adjusted as follows: New Completion Date is 12/31/2027

DAVID EVANS AND ASSOCIATES, INC. (DEA)
Consultant

By: David L. Witthun

Title: Associate Vice President

By: Stacy S Tschuor

Title: Vice President

CITY OF LEWISTON
Local Sponsor

By: ______

Title: ______

IDAHO TRANSPORTATION DEPARTMENT

By: ______

Title: ______

LOCAL HIGHWAY TECHNICAL ASSISTANCE COUNCIL

and

CITY OF LEWISTON

Bryden Ave. Reconstruction Stage 1

Project No. A020(024)

Key No. 20024

Supplemental #3 Negotiated Scope of Work – NTP #1

Additional Project Administration, Coordination and Meetings, Environmental Documentation, Finalize ROW Plans, and Prepare Legal Descriptions

Prepared by:

David Evans and Associates, Inc.

908 North Howard Street, Suite 300

Spokane, WA 99201

July 6, 2026

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INTRODUCTION

David Evans and Associates, Inc. (DEA) and subconsultants are currently under contract (Agreement No. 96067 dated 12/22/21) to provide project development services for the reconstruction of Bryden Avenue between 4th Street and 7th Street under the direction of the Local Highway Technical Assistance Council (LHTAC) on behalf of the City of Lewiston (CITY). Supplemental Agreement #1 was authorized on 7/5/23 for additional work associated with adding permanent utility easements to the right of way (ROW) plans and designing a piped storm drain system, and descoping work required to prepare legal descriptions. Supplemental Agreement #2 was authorized on 9/26/25 for additional traffic analysis to evaluate a 3-lane corridor configuration with roundabouts.

Supplemental Agreement #3 will amend the contract as follows (as described in the Detailed Task Description below):

- Additional Project Administration due to time extensions
- Additional Coordination and Meetings due to time extensions
- Additional Environmental Documentation
- Finalize ROW Plans
- Prepare Legal Descriptions

Due to funding constraints, this work will be delivered in two Notices to Proceed (NTPs). Work covered by Supplemental Agreement #3 will cover all services noted within this Scope of Work except for Exhibit Maps (Task 12.9) and Right of Way Package Review (Task 12.11). These tasks will be completed under a future NTP #2.

DETAILED TASK DESCRIPTION

TASK 1 PROJECT ADMINISTRATION

1.1 Project Management

Project management will be on-going during the course of the project. The project manager will maintain communication with the CITY and LHTAC as well as with the Design Team. The project manager will monitor the project's scope, schedule, and budget, will coordinate and communicate with the project's subconsultants, and perform other project management tasks to keep the project moving forward.

It is anticipated that Supplemental Agreement #3 will be effective for an additional twelve (12) months of active work starting May 1, 2026.

Assumptions

1. Supplemental Agreement #3 will be effective for an additional twelve (12) months.
2. Per the original Agreement approved scope of work, project management is estimated at eight (8) hours per month, for a total of 96 hours over the anticipated twelve month schedule.

1.6 Monthly Progress Reports and Invoices

The CONSULTANT Team will provide monthly progress reports and invoices in accordance with ITD's standard procedures. Each invoice package will include the ITD-771 form, PSA form with current billing information, DEA and subconsultant invoice showing all labor and direct expenses for the period with backup documentation, and updated schedule.

Invoicing is estimated based on 12 additional months.

TASK 2 COORDINATION AND MEETINGS

2.2 CITY/LHTAC Coordination

DEA will hold monthly check-in meetings, including two (2) DEA staff with the City and LHTAC during the 12 months of the project.

2.3 Team Coordination and Meetings

DEA will hold internal CONSULTANT Team coordination video conferences to plan the work, relay information gathered during CITY/LHTAC meetings, and discuss project status. It is anticipated that three (3) DEA and one (1) Anderson Environmental Services personnel will participate. CITY and LHTAC staff will be invited to participate in these monthly meetings. Meetings are expected to last one (1) hour each. DEA will prepare an agenda and meeting notes for each meeting.

TASK 7 ENVIRONMENTAL DOCUMENTATION

7.1 Administration & Project Management

Additional Administration & Project Management includes work during the twelve (12) months of the project.

Assumptions

1. Supplemental Agreement #3 will be effective for an additional twelve (12) months of work.
2. Administration & Project Management is estimated at two (2) hours per month.

7.2 Monthly Team Coordination and Meetings

AEC staff will participate in internal monthly team coordination meetings to track and monitor the various environmental tasks and staff working on those tasks. Potential issues or information needs will be identified and addressed. One (1) AEC staff will participate in each meeting over a twelve (12) month period for a total of 12 meetings.

7.4 Environmental Evaluation/ITD 654 Form and Narratives

AEC was originally scoped to complete all phases of the environmental clearance tasks for this project using the most recent ITD 654 form in 2021 (September 2020 version) and the Environmental Process Manual that was in effect.

Since the original agreement several new processes and forms were implemented by ITD which led to additional level of effort including:

1. Updating the 654 to 3 new versions of the ITD 654 Form.
2. New policy to update IPaC species lists every 3 months requiring 3 additional updates.

3. IFWIS database searches and IDFG Coordination were revised to use the Conservation Tool, then again to require consultation of SWAP species and additional consultation with IDFG.
4. Speculation that a higher level of NEPA documentation (Environmental Assessment vs CE) is needed for any displacements led to up to 5 additional meetings with FHWA, ITD HQ, LHTAC, and the City of Lewiston. Extensive research of new and previous Socio Economic and EJ guidance documents, Executive Orders, CFRs preparation of whitepapers to present arguments and preparation of meeting notes.
5. Originally ITD 654 procedures for the EJ/Socio Economic analysis included pulling Census data, school data and summarizing EJ data to create a socio-economic memo. These included 3 revisions; however, due to displacements to EJ Communities, AEC prepared two technical memos as supporting documentation for the 654/CE with more information in 20+ pages which was a greater level of effort that originally anticipated. These memos were reviewed by the City, LHTAC, ITD HQ, and FHWA and it was determined that new guidance and templates would be applicable and a full Community Impact Assessment would be required.

   New Executive Orders and policies on Environmental Justice and Community Impact Assessment as well as application of new draft Community Impact Assessment template required additional effort and prolonged the duration of the project.

   AEC began drafting the new Community Impact Assessment document according to the new ITD Draft Guidance, using the previously prepared EJ Memo, ROW information, Socio-economic Memo and other supporting documentation from the CE. This CIA was completed by City of Lewiston and LHTAC to preserve funds.

Deliverables

1. Three (3) draft and one (1) final 654 form and narrative with updated supporting documentation for one additional version.
2. Rough draft of CIA in new format.

TASK 12 ROW PLANS AND ACQUISITION SUPPORT PACKAGE

ROW Package Assumptions (Carryover and Adjustments to Original Contract (Stage 1) Work)

1. Survey Limits included the following:
   a. 4900’ of Bryden Avenue
   b. 550’ of 4th Street
   c. 300’ of 4th Street D
   d. 600’ of 5th Street
   e. 150’ of 5th Street B
   f. 200’ of 6th Street
   g. 180’ of 6th Street C
   h. 600’ of 7th Street

2. The CITY has selected a preferred alternative with a ROW width of 80'. Existing ROW width is between 60' and 90'. The CITY has proactively worked with developers to dedicate ROW along new development frontages. For this SOW it is assumed that the acquired ROW for these parcels establishes the preferred ROW boundary along the properties. There are a total of 73 parcels along the Bryden Avenue Corridor and 53 anticipated ROW acquisitions. Total parcels and ROW acquisitions will be adjusted for Preliminary Design.
3. The ROW survey approach includes establishing the existing ROW in accordance with state statutes, and then using a "strip description" method to describe the new ROW takes. This approach will exclude formal ROW procedures and reviews by ITD, as initially agreed to by ITD, the CITY, and DEA during scoping meetings in August 2021.
4. LHTAC has assigned a program year of 2030 for ROW acquisition. Tasks associated with acquisition support and post-acquisition services will be completed under a separate contract.
5. Idaho State Statutes will require up to three Records of Survey during the design, ROW acquisition and final construction phases of work. DEA has included the initial Record of Survey requirements pursuant to Idaho Statues 55-1904 as described herein. During the construction phase, it will be the responsibility of the City of Lewiston to retain DEA for engineering support to complete the requirements pursuant to Idaho Statues 55-1613.
6. Acquisition will not be required for existing state highway right-of-way parcels, county owned parcels, or city owned parcels within the project area.
7. No right-of-way acquisitions will require support for condemnation or hearings.
8. Legal calls to property lines shown in the City provided base map may require a boundary survey to be performed as an additional service.
9. DEA is required to meet applicable Idaho Statutes, and the City of Lewiston will provide reasonable funding for the necessary work, including office and field surveying tasks.
10. Meeting ITD standards or conducting ITD reviews were excluded during initial scoping meetings in August 2021 with ITD and the City of Lewiston representatives. The City of Lewiston is currently planning to complete ROW plan reviews. However, LHTAC may perform this plan review if staff is available as directed by the City in lieu of following ITD standards.

12.1 Updated Title Reports

DEA will request updated title reports for fifty (53) identified parcels and supporting title documents to verify any changes that may have occurred from the Stage 1 title reports previously acquired.

12.2 Updated Records Research

DEA will conduct an updated search of the public records to verify any changes that may have been filed since the Stage 1 research was completed in May 2023. The City of Lewiston will provide any new deeds, maps, easements or similar documents from their records that could affect Bryden Avenue.

12.3 Total Ownership Map

DEA will prepare an updated Total Ownership Map for the site limits formatted to be included in the ROW acquisition package. These maps will show adjoining parcels with each ROW, Permanent Easement (PE) or Temporary Easement (TE) acquisition as identified during the design impact analysis. Acreages or areas are only intended for assessment purposes.

12.4 Right of Way Base Map

ROW base mapping will be updated and prepared for integration with design and ROW plans showing existing ROW conditions and proposed acquisitions needed by the design team. DEA was authorized to verify the survey control but was not contracted to conduct ROW or boundary field surveys. The basis for the existing ROW will rely on the City of Lewiston survey CAD files as originally provided with minor adjustments to the verified survey control monuments. The existing lots and parcels were not formally field surveyed by the City or DEA and will only be used to verify assessed acreage, compare with available records and compute acquisition areas within nominal assessor mapping precision. Any calls to an existing boundary line will require a boundary survey to be performed as an additional service.

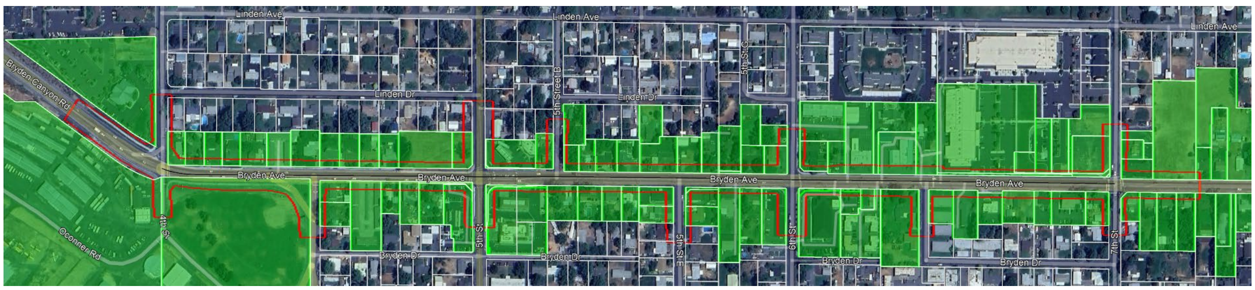

Figure 1 - Roadway Mapping Limits (red)

12.5 Right of Way Plans

ROW plans will be prepared for ROW, PE and TE acquisitions needed from recorded subdivision lots with dedicated ROW or deeded ROW filed with the county records. Parcels that do not have written evidence of dedicated or deeded ROW will default to the ROW widths available on road plans or the boundary survey provided by the City of Lewiston for this project. ROW Plans will be prepared based on a similar ITD format, however there will be no intent to meet ITD standards or conduct ITD reviews as agreed during initial negotiations with ITD and the City of Lewiston. The City of Lewiston will be responsible for all plan reviews. Mapping limits are generally along Bryden Avenue from the 4th Street intersection to the 7th Street intersection shown below.

12.6 Retracement Record of Survey

A Retracement Record of Survey will be filed showing all found monuments and the resolved existing ROW to directly support the "strip description" method of preparing the legal descriptions. However, no new monuments will be set or reset under this phase given the length of time expected prior to the construction phase. Refer to Idaho Statues 55-1904.

12.7 Legal Descriptions

Legal Descriptions will be prepared for new ROW and PE takes using a "strip description" method to describe the new ROW takes. Each "strip description" will follow the centerline of Bryden Avenue and the side roads, then make a station/offset call to the existing ROW at the point of beginning. Each legal description will follow along the existing and/or new ROW within each block or to the limits of the design and then make a call back to the centerline of Bryden Avenue and the side roads. No legal calls will be made to unsurveyed property lines provided within the City of Lewiston base map. This approach will exclude formal ROW procedures and reviews by ITD, as initially agreed to by ITD, the CITY, and DEA during scoping meetings in August 2021.

12.8 Closure Reports

Closure Reports will be provided for each "strip description" by block showing the total gross area in acreage as surveyed including the combined existing and new ROW. Each Closure Report will be superimposed onto the ROW Base Map to compute existing ROW, new ROW and new PE acreages. Each parcel will have the new ROW and new PE areas computed from the City of Lewiston base map, which will only be intended for assessment purposes but not as surveyed boundaries. This approach will exclude formal ROW procedures and reviews by ITD, as initially agreed to by ITD, the CITY, and DEA during scoping meetings in August 2021.

12.9 Exhibit Maps

Removed from NTP #1.

12.10 Temporary Easements

Temporary Easements will be shown on the ROW Plans and each Exhibit Maps with station/offset, basic dimensions and assessed areas computed from the City of Lewiston base map. No Legal Descriptions, Closure Reports or Exhibit Maps will be prepared specifically for Temporary Easements. This approach will exclude formal ROW procedures and reviews by ITD, as initially agreed to by ITD, the CITY, and DEA during scoping meetings in August 2021.

12.11 Right of Way Package Review

Removed from NTP #1.

<u>Deliverables</u>

1. Final certified Right of Way documents in electronic format containing:
    a. Right of Way Plans
    b. Total Ownership Map
    c. Legal Descriptions
    d. Exhibit Maps
    e. Closure Reports

TASK 12B ROW PLANS AND ACQUISITION SUPPORT PACKAGE (DEFERRED TO A FUTURE CONTRACT)

12.12 Right of Way Acquisition Assistance (defered to a future contract)

DEA will coordinate with the City of Lewiston to answer questions and clarify survey information during acquisition activities. DEA has not anticipated support for applications, hearings, or similar agency requirements to validate ROW or prescriptive easement status. This approach will exclude formal ROW procedures and reviews by ITD, as initially agreed to by ITD, the CITY, and DEA during scoping meetings in August 2021.

12.13 Right of Way Staking (defered to a future contract)

DEA will provide one trip for field-staking the proposed ROW and PE limits on each parcel. This will include lath with flagging at ROW angle points and sufficient points along the ROW lines to identify the acquisition limits, along with the proposed permanent easement lines, to assist with landowner negotiations. Survey stakes will not be placed on unsurveyed or assessed property lines as shown in the City of Lewiston base map.

12.14 Right of Way Package Revisions (deferred to a future contract)

DEA will anticipate one set of revised ROW Plans, Closure Reports, Legal Descriptions and Exhibit Maps following landowner negotiations to accommodate minor changes to the design or cost to cure items identified by the City of Lewiston staff during landowner negotiations. Once the Revised Right of Way Package is certified and submitted as final, this will initiate a one-year period to complete and record all ROW and PE acquisitions in accordance with the project plans.

12.15 Setting New Monuments (deferred to a future contract)

New monuments will be set when all of the final ROW and PE acquisitions have been recorded. DEA survey crews will make one trip to the project site to set new ROW and PE monuments at the ends and angle points for each “strip description” by block. No new monuments will be placed on unsurveyed or assessed property lines as shown in the City of Lewiston base map. No new monuments will be placed at intermediate locations along the new ROW or PE lines in a block. No monuments will be placed along TE lines that will be acquired by separate agreements without supporting legal descriptions. Found monuments within the new ROW or PE acquisition limits will be referenced as witness corners for perpetuation but will not be removed or reset prior to the construction phase at the request of the CITY and ITD staff present during scoping meetings in August 2021.

12.16 Post-Acquisition Record of Survey (deferred to a future contract)

A Post-Acquisition (Final) Record of Survey showing all existing and new monuments set will be filed to meet Idaho State Statutes as required after ROW acquisition is complete and prior to construction. Found monuments will be referenced by station and offset from the alignment as witness corners for perpetuation. Found monuments not held for existing ROW or parcel lines will be stated as control reference, but not necessarily utilized for boundary determination. Refer to Idaho Statues 55-1904.

12.17 Post-Construction Record of Survey (deferred to a future contract)

A Post-Construction Record of Survey is not included in this scope of work, and it will be the responsibility of the City of Lewiston to retain DEA for engineering support under the construction phase of work to complete the Idaho State Statute requirements. Alternatively, the contract documents will require the contractor’s surveyor to reset all existing monuments shown on the construction plans and in the Final Record of Survey as filed. See Idaho Statues 55-1613.

End of Scope of Services

20024 Supplemental #3 Negotiation Notes.

Supplemental Agreement #3 will amend the contract as follows (as described in the Detailed Task Description below):

- Additional Project Administration due to time extensions
- Additional Coordination and Meetings due to time extensions
- Additional Environmental Documentation
- Finalize ROW Plans
- Prepare Legal Descriptions

Following negotiations for level of effort it was determined that there was not enough funding to cover the agreed hours. Because of this, the hours negotiated for Exhibit Maps (Task 12.9) and Right of Way Package Review (Task 12.11) will be need to be added into another supplemental agreement. The sponsor provided the funding authorized to cover this contract.

Negotiation meeting for this was held. The sponsor, LHTAC and the consultant reviewed and completed hours estimates. During the meeting the consultant agreed to the level of effort and sent a revised hours estimate for all the tasks requested. After adding it the rates for the hours it was determined that we would need to split out some tasks to match the available funding. Additional funding will need to be identified from either program funds or local participation to execute an additional supplemental for the tasks. This effort has been negotiated and after execution the consultant can continue to develop the design until additional effort is required.

Bryden Ave Reconstruction Stage 1
Project No A020(024)
KN 20024

A. Summary of Estimated Man Hours

	Role	Name	Hrs.	x	Direct Rate	=	Cost
1	Project Manager	David Witthaus	140		$ 112.00		$15,680.00
2	Transportation & Stormwater Task Lead, Utility Coordina	Heather Calkins	24		$ 71.06		$1,705.44
3	Traffic Task Lead	Lew Venard	6		$ 81.40		$488.40
4	Traffic Technician	Pranik Koirala	0		$ 48.00		$0.00
5	Survey Task Lead	Darrel Ramus	137		$ 77.06		$10,557.22
6	Survey Task QC	Gilbert Bailey	45		$ 76.08		$3,423.60
7	Project Surveyor	Dane Gower	190		$ 57.30		$10,887.00
8	Survey Office Technician	Daniel Proszek	225		$ 58.72		$13,212.00
9	Survey Party Chief	Bill Summers	60		$ 53.28		$3,196.80
12	Project Coordinator	Kim Johnson	22		$ 35.00		$770.00
13	Project Accountant	Wendy Gomez	12		$ 40.86		$490.32
							$0.00
		Total Hrs.	861				

Total Raw Labor Cost **$** **60,410.78**

B. Payroll Taxes, Fringe Benefit Costs, and G&A Overhead

	Total Raw Labor Cost		Mult.	=		Amount
Overhead	$60,410.78	x	Overhead Mult. 170.33%	=	**$**	**102,897.68**
FCCM	$60,410.78	x	FCCM Mult. 0.67%	=	**$**	**404.75**

C. Fixed Fee

	Total Raw Labor Cost		Mult.	=		Amount
Fixed Fee	$163,308.46	x	Fixed Fee Mult. 12.50%	=	**$**	**20,413.56**

Subtotal Labor Costs **$** **184,126.77**

D. Reimbursable Expenses

	Direct Expenses	Est. Quantity	Unit	Unit Cost		Total
1	Round Trip Mileage Cost (Boise office to Project)	0	@	$ 39.30	Trip	$ -
2	Mileage (Miscellaneous)	0	@	$ 0.725	Mile	$ -
3	Airfare (PUW to BOI)	0	@	$ 550.00	Trip	$ -
4	Airfare (DEN to BOI)	0	@	$ 450.00	Trip	$ -
5	Parking	0	@	$ 10.00	Day	$ -
6	Rental Car	0	@	$ 150.00	Day	$ -
7	Lodging (rate + 12% tax)	0	@	$ 123.20	Day	$ -
8	Meals (and Incidentals) - Full Day	0	@	$ 68.00	Day	$ -
9	Meals (and Incidentals) - Travel Day	0	@	$ 51.00	Day	$ -
10	Traffic Counts	0	@	$ 36,800.00	LS	$ -
11	StreetLight Data	0	@	$ 25,000.00	LS	$ -
12	Send Receipt Mail Service	0	@	$ 6.00	EA	$ -
	Survey					
13	Survey Miles	600	@	$ 0.725	Mile	$ 435.00
14	Basic Mail Service	0	@	$ 0.50	EA	$ -
15	Print/Copy by Vendor (B&W)	0	@	$ 0.07	EA	$ -
16	Print/Copy by Vendor (Color)	0	@	$ 1.00	EA	$ -
17	Print/Mount/Laminate by Vendor	0	@	$ 25.00	EA	$ -
18	Control Rebar Supplies	0	@	$ 5.00	EA	$ -
19	Misc. Survey Supplies (Flagging, Lathe, etc.)	0	@	$ 100.00	LS	$ -
20	ROW Monuments	0	@	$ 5.00	EA	$ -
21	Existing Monument Carsonite Posts/Stickers	0	@	$ 5.00	LS	$ -
22	Control Markers	0	@	$ 5.00	EA	$ -
23	sUAS Equipment Fees	0	@	$ 650.00	EA	$ -
24	Title Reports (updates)	53	@	$ 200.00	EA	$ 10,600.00

Subtotal Reimbursable Expenses **$** **11,035.00**

David Evans and Associates Subtotal **$** **195,161.77**

D. Salary Adjustment

Total Raw Labor Cost + Overhead		per year		% of Contract with Adjustment	
$163,308.46	x	4%	x		**$0.00**

E. DEA Total

$ **195,161.77**

F. Subconsultants & Additional Services Total

	-	W/DBE	M/DBE		
1 AEC	6.36%	-	-	$	13,254.38
Total	6.36%	0.00%	0.00%		
		6.36%	**Subconsultants Subtotal**	$	13,254.38

PROJECT TOTAL (E + F)	=	$	208,416.15

Bryden Ave Reconstruction Stage 1
Project No A020(024)
KN 20024

Anderson Environmental Consulting

A. Summary of Estimated Man Hours

	Role	Name	Hrs.	x	Direct Rate	=	Cost
1	Sr Planner/Biologist	Michelle Anderson	34		$78.00		$2,652.00
2	Asst Planner/Biologist	Jessica Klauschie	32		$40.00		$1,280.00
		Total Hrs.	66				

Total Raw Labor Cost **$** **3,932.00**

B. Payroll Taxes, Fringe Benefit Costs, and G&A Overhead

	Total Raw Labor Cost		Mult.	=	$	Amount
Overhead	$3,932.00	x	Overhead Mult. 195.30%	=	$	**7,679.20**
FCCM	$3,932.00	x	FCCM Mult. 0.448%	=	$	**17.62**

C. Fixed Fee

	Total Raw Labor Cost		Fixed Fee Mult.	=	$	Amount
Fixed Fee	$11,611.20	x	14.00%	=	$	**1,625.57**

Subtotal Labor Costs **$** **13,254.38**

D. Reimbursable Expenses

Direct Expenses	Est. Quantity	Unit Cost	Total
Travel			

Subtotal Reimbursable Expenses **$** **-**

E.
Salary Adjustment

Total Raw Labor Cost + Overhead		per year		% of Contract with Adjustment	
$11,611.20	x		x	0.0	**$0**

AEC TOTAL (A through D)	=	$13,254.38

Work Element #	Work Element	Total Hours	David Evans and Associates, Inc.	Project Manager	Transportation & Stormwater Task Lead, Utility Coordinator	Traffic Task Lead	Traffic Technician	Survey Task Lead	Survey Task QC	Project Surveyor	Survey Office Technician	Survey Party Chief			Project Coordinator	Project Accountant	Subtotal DEA Hours	Subtotal Labor Cost	Subtotal Overhead	Total Labor and Overhead	Anderson Environmental Consulting	Sr Planner/Biologist	Asst Planner/Biologist	Subtotal AEC Hours	Subtotal Labor Cost	Subtotal Overhead	Total Labor and Overhead
	direct rates:			$112.00	$71.06	$81.40	$48.00	$77.06	$76.08	$57.30	$58.72	$53.28			$35.00	$40.86			171.00%			$78.00	$40.00			195.75%	
1.0	**Project Administration**	**126**		102											12	12	**126**	**$12,334**	**$21,092**	**$33,426**							
1.1	Project Management	**96**		96													96	$10,752	$18,386	$29,138							
1.6	Monthly Progress Reports and Invoices	**30**		6											12	12	30	$1,582	$2,706	$4,288							
2.0	**Coordination and Meetings**	**72**		30	24	6		12									**72**	**$6,479**	**$11,078**	**$17,557**							
2.2	CITY/LHTAC Coordination	**24**		12	12												24	$2,197	$3,756	$5,953							
2.3	Team Coordination and Meetings	**48**		18	12	6		12									48	$4,282	$7,322	$11,604							
7.0	**Environmental Documentation**	**70**		4													**4**	**$448**	**$766**	**$1,214**		34	32	**66**	**$3,932**	**$7,697**	**$11,629**
7.1	Administration & Project Management	**6**																				6		6	$468	$916	$1,384
7.2	Monthly Team Coordination and Meetings	**12**																				12		12	$936	$1,832	$2,768
7.4	Environmental Evaluation/ITD 654 Form and Narratives	**52**		4													4	$448	$766	$1,214		16	32	48	$2,528	$4,949	$7,477
7.4.1	CE Updates & New Reviews and Revisions for 1 Document and Supporting Docs	**32**		2													2	$224	$383	$607		6	24	30	$1,428	$2,795	$4,223
7.4.2	IPaC Updates																										
7.4.3	IFWIS & Consultation																										
7.4.4	NEPA Approach/Level of Documentation, FHWA and HQ Coordination	**6**		2													2	$224	$383	$607		4		4	$312	$611	$923
7.4.5	EJ/Socio Economic/CIA, LEP and other	**14**																				6	8	14	$788	$1,542	$2,330
12.0	**ROW Plans and Acquisition Support Package**	**659**		4				125	45	190	225	60			10		**659**	**$41,150**	**$70,366**	**$111,516**							
12.1	Updated Title Reports	**49**						15		30					4		49	$3,015	$5,155	$8,170							
12.2	Updated Records Research	**22**						5		10	5				2		22	$1,322	$2,260	$3,582							
12.3	Total Ownership Map	**50**						5	5	10	30						50	$3,100	$5,302	$8,402							
12.4	Right of Way Base Map	**75**						20	5	20	30						75	$4,829	$8,258	$13,087							
12.5	Right of Way Plans	**94**		4				20	10	20	40						94	$6,245	$10,679	$16,923							
12.6	Retracement Record of Survey	**154**						20	10	20	40	60			4		154	$9,134	$15,618	$24,752							
12.7	Legal Descriptions	**165**						30	15	60	60						165	$10,414	$17,808	$28,222							
12.8	Closure Reports	**50**						10		20	20						50	$3,091	$5,286	$8,377							
12.9	Exhibit Maps																										
12.10	Temporary Easements Closure Reports - Eliminated																										
12.11	Right of Way Package Review																										
12.12	Right of Way Acquisition Assistance - Deferred																										
12.13	Right of Way Staking - Deferred																										
12.14	Right of Way Package Revisions - Deferred																										
12.15	Setting New Monuments - Deferred																										
12.16	Post-Acquisition Record of Survey - Deferred																										
12.17	Post-Construction Record of Survey - Deferred																										
	Total Labor Hours	**927**		**140**	**24**	**6**		**137**	**45**	**190**	**225**	**60**			**22**	**12**	**861**	**$60,411**	**$103,302**	**$163,713**		**34**	**32**	**66**	**$3,932**	**$7,697**	**$11,629**

Idaho Department of Transportation, District 3
SH-16, I-84 to US-20/26 SH-44
ITD Project No. A020(788)
Key No. 20788

PROJECT EXPENSES				1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	
				David Evans and Associates, Inc. (DEA)																																
Work Element #	Work Element	Total Costs	David Evans and Associates (DEA)	Round Trip Mileage Cost (Boise office to Project)	Mileage (Miscellaneous)	Airfare (PUW to BOI)	Airfare (DEN to BOI)	Parking	Rental Car	Lodging (rate + 12% tax)	Meals (and Incidentals) - Full Day	Meals (and Incidentals) - Travel Day	Traffic Counts	StreetLight Data	Send Receipt Mail Service	Survey Miles	Basic Mail Service	Print/Copy by Vendor (B&W)	Print/Copy by Vendor (Color)	Print/Mount/Laminate by Vendor	Control Rebar Supplies	Misc. Survey Supplies (Flagging, Lathe, etc.)	ROW Monuments	Existing Monument Carsonite Posts/Stickers	Control Markers	sUAS Equipment Fees	Title Reports (updates)	Express Mailings	Miscellaneous Office Expenses	Static Laser Scanner Equipment	Traffic Control	Mobile Scanning Fees	sUAS Mapping Drone LIDAR	sUAS Mapping Drone Tier 3 RTK	Static 3D Laser Scanner	DEA
	Unit Cost			$39.300	$1	$550	$450	$10	$150	$123	$68	$51	$36,800	$25,000	$6	$0.725	$0.50	$0.07	$1.00	$25	$5	$100.00	$5.00	$5.00	$5.00	$650	$200	$25	$1	$600	$1,500	$5,000	$3,500	$900	$589	Subtotal
	Unit			Trip	Mile	Trip	Trip	Day	Day	Day	Day	Day	LS	LS	EA	Mile	EA	EA	EA	EA	EA	LS	EA	LS	EA	EA	EA	EA	EA	EA	LS	LS	LS	Day	Day	Costs
1.0	**Project Administration**	**$ -**		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -
1.1	Project Managemen	$ -																																		$ -
1.6	Monthly Progress Reports and Invoice:	$ -																																		$ -
		$ -																																		$ -
2.0	**Coordination and Meetings**	**$ -**		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -
2.2	CITY/LHTAC Coordinatior	$ -																																		$ -
2.3	Team Coordination and Meeting:	$ -																																		$ -
7.0	**Environmental Documentation**	**$ -**		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -
7.1	Administration & Project Management	$ -																																		$ -
7.2	Monthly Team Coordination and Meetings	$ -																																		$ -
7.4	**Environmental Evaluation/ITD 654 Form and Narratives**	**$ -**		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -
7.4.1	CE Updates & New Reviews and Revisions for 1 Document and Supporting Docs	$ -																																		$ -
7.4.2	IPaC Updates	$ -																																		$ -
7.4.3	IFWIS & Consultation	$ -																																		$ -
7.4.4	NEPA Approach/Level of Documentation, FHWA and HQ Coordination	$ -																																		$ -
7.4.5	EJ/Socio Economic/CIA, LEP and other	$ -																																		$ -
12.0	**ROW Plans and Acquisition Support Package**	**$ 11,035.00**		0	0	0	0	0	0	0	0	0	0	0	0	600	0	0	0	0	0	0	0	0	0	0	53	0	0	0	0	0	0	0	0	$ 11,035.00
12.1	Updated Title Reports	$ 10,600.00																									53									$ 10,600.00
12.2	Updated Records Research	$ -																																		$ -
12.3	Total Ownership Map	$ -																																		$ -
12.4	Right of Way Base Map	$ -																																		$ -
12.5	Right of Way Plans	$ -																																		$ -
12.6	Retracement Record of Survey	$ 435.00														600																				$ 435.00
12.7	Legal Descriptions	$ -																																		$ -
12.8	Closure Reports	$ -																																		$ -
12.9	Exhibit Maps	$ -																																		$ -
12.10	Temporary Easements Closure Reports - Eliminated	$ -																																		$ -
12.11	Right of Way Package Review	$ -																																		$ -
12.12	Right of Way Acquisition Assistance - Deferred	$ -																																		$ -
12.13	Right of Way Staking - Deferred	$ -																																		$ -
12.14	Right of Way Package Revisions - Deferred	$ -																																		$ -
12.15	Setting New Monuments - Deferred	$ -																																		$ -
12.16	Post-Acquisition Record of Survey - Deferred	$ -																																		$ -
12.17	Post-Construction Record of Survey - Deferred	$ -																																		$ -
PROJECT WORK ELEMENTS TOTALS		**$ 11,035.00**		0	0	0	0	0	0	0	0	0	0	0	0	600	0	0	0	0	0	0	0	0	0	0	53	0	0	0	0	0	0	0	0	$ 11,035.00

CITY COUNCIL MEETING
AGENDA ITEM SUMMARY

ITEM TITLE LOCAL PROFESSIONAL SERVICES AGREEMENT FOR PROJECT #A024(680)	**AGENDA NO.** V. B. **AGENDA DATE:** August 24, 2026

ITEM SUMMARY (Background, Discussion, Key Points, Recommendations, etc.)

On November 10, 2025, City Council approved Resolution 2025-50, State/Local Agreement KN24680 8th Street, 5th Ave to 11th Ave Bike-Ped project administered by Local Highway Technical Assistance Council (LHTAC). The project will construct:

- Accessible sidewalk between 10th Avenue and 11th Avenue
- Accessible pedestrian ramps between 5th Avenue to 11th Avenue
- Bicycle route signs and pavement markings the project length from 5th Avenue to 11th Avenue

This corridor connects business, residential, and schools to the public transit system, biking, and pedestrian routes. This project is identified on the 2026 Transportation Capital Improvement Plan (CIP ID #2020-140, Rank #5).

The City has been awarded a Transportation Alternative Program (TAP) grant for this project. With the assistance of the State, the City has secured services of a consultant for project design. Before Council tonight is the Local Professional Services Agreement between ITD, City, and CONSOR North America, Inc., in the amount of $149,895.

BUDGET IMPACT (Identify any or all impacts this proposed action would have on the City budget and/or personnel resources)

The awarded grant amount requires a local match of 7.34% ($11,002), and the federal participation rate will be 92.66% ($138,893). Design for this project is programmed in the FY26 budget and there are sufficient funds to execute the agreement.

8TH ST BIKE-PED IMPROVEMENTS	
TAP GRANT 92.66%	$ 138,893.00
CITY SHARE 7.34%	$ 11,002.00
	$ -

TOTAL	$ 149,895.00

ACTION PROPOSED

Staff recommends Council approving, authorizing the Mayor to sign the Local Professional Services Agreement with CONSOR North America, Inc. in the amount of $149,895, for TR072 8th Street Bike and Pedestrian Path 5th Ave to 11th Ave, KN24680.

Idaho Transportation Department

Local Professional Services Agreement

Agreement #: 97638

THIS AGREEMENT is made and entered into this ______ day of __________________, _______, by and between the CITY OF LEWISTON, whose address is PO Box 617 Lewiston, ID 83501, hereinafter called the "Sponsor," and CONSOR North America, Inc., whose address is 300 E. Mallard Drive, Suite 350, , Boise, ID, 83706, 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-7134, 8TH ST, 5TH AVE TO 11TH AVE BIKE-PED, LEWISTON	A024(680)	24680

SUBCONSULTANTS

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

Ardurra Group, Inc.

AGREEMENT ADMINISTRATOR

This Agreement shall be administered by Sam Larrondo, LHTAC Resident Engineer; (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 http://itd.idaho.gov/business/?target=consultant-agreements .

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 the written notice to proceed with the work. The Consultant shall complete all work by **7/1/2027**.

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: **$149,895.00**
2. Additional Services Amount: **$0.00**
3. Total Agreement Amount: **$149,895.00**

C. Fixed Fee Amount: **$12,783.00** (This is included in the Total Agreement Amount.)

D. Approved Overhead Rates for Prime Consultant and Subconsultants

CONSOR North America, Inc.	193.21%
Ardurra Group, Inc.	167.15 %

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 **$100,000.00** 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.

CONSOR NORTH AMERICA, INC.
Consultant

By: Jonathan M Gellings 2026.07.31 14:05:24-06'00'

Title: Principal Engineer

CITY OF LEWISTON
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: Jonathan M Gellings 2026.08.13 08:19:02-06'00'

Signature

Consor North America, 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: http://itd.idaho.gov/business/?target=consultant-agreements .

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 Sub-consultant, 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 http://itd.idaho.gov/business/?target=consultant-agreements .

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: http://itd.idaho.gov/business/?target=consultant-agreements .

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. http://apps.itd.idaho.gov/apps/ocr/index.aspx

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.

Scope of Work

Prepared for

The City of Lewiston,

KN24680: 8TH; 5th AVE TO 11th AVE, BIKE ROUTE AND PEDESTRIAN PATH, LEWISTON

June 17, 2026

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Key Task Outline

Project Description, Purpose, and Need

The City of Lewiston proposes improvements along 8th Street between 5th Avenue and 11th Avenue to address longstanding gaps in pedestrian and bicycle infrastructure on this key north–south minor arterial. This corridor serves as a vital connector between the historic downtown district and a mix of residential neighborhoods, schools, churches, commercial areas, and medical facilities. With an average daily traffic volume of 9,600 vehicles, the corridor experiences significant multimodal use but lacks basic facilities such as accessible sidewalks, compliant pedestrian ramps, and designated bicycle accommodations. Existing sidewalks are constrained to widths as narrow as 2.5 feet, and no ADA compliant ramps exist at any intersection within the project limits. Cyclists currently have no dedicated route, forcing them to share a constrained roadway environment with vehicular traffic.

This project, KN24680, will construct a continuous accessible pedestrian network and establish a clearly defined bicycle route throughout the corridor. Improvements include reconstruction of approximately 300 feet of sidewalk between 10th and 11th Avenues to a minimum width of five feet on the east side of road, installation of 45 ADA compliant pedestrian ramps from 5th to 11th Avenue, and implementation of a 2,300 foot signed and marked bicycle route between 5th and 11th Avenues. A road diet will be applied where necessary to accommodate bike facilities within the existing pavement width, improving clarity, predictability, and safety for all roadway users. These enhancements directly support the City's multimodal transportation objectives by removing physical barriers, improving system continuity, increasing transit accessibility, and reducing conflicts between vehicles, pedestrians, and cyclists.

This corridor has been repeatedly identified as a priority in local and regional transportation planning documents, including the City of Lewiston Transportation Plan, the ADA Transition Plan, the MPO Bicycle Master Plan, and the MPO Long Range Transportation Plan. The project directly addresses documented safety needs, including multiple recent pedestrian injury crashes in the project area. It also serves diverse populations—such as schoolchildren, college students, seniors, and transit riders—by improving access to essential services and community destinations. Collectively, the project fills a multimodal gap, supports equitable mobility, and enhances the overall safety and usability of a critical urban corridor.

It is assumed that the milestone deliverables and the PS&E Package this project will be combined with the KN24607 8th Street Safety Improvements, Lewiston project. Given the different funding sources for each project, two separate roadway summaries will be developed so the costs can be estimated and tracked separately.

General Scope

This scope of work (SOW) is focused on advancing this project through key delivery milestones from Preliminary design to the PS&E submittal. The professional services tasks for this agreement include:

- Project Management
- Survey and Mapping (Ardurra)
- Preliminary Design
- Environmental Support
- Design Study Report
- Final Design
- PS&E

Project Coordination

The Idaho Transportation Department (ITD), the Local Highway Technical Assistance Council (LHTAC), and the City of Lewiston are working together to administer this project. The City of Lewiston is the owner. LHTAC is responsible for interagency coordination associated with this project and will provide all formal contract directives to the Prime Consultant. The text uses the following references for the owner and their representatives, the prime consultant, and other consultants:

- City = City of Lewiston
- ITD = The Idaho Transportation Department
- LHTAC = Local Highway Technical Assistance Council
- Consor = Consor North America, Inc. (Prime Consultant)
- Ardurra = Ardurra Group, Inc. is a subconsultant to Consor for surveying services.

Scope of Work and Schedule

The estimated major milestones are as follows:

- Notice to Proceed – May 2026
- Design Grade Survey – June 2026
- Preliminary Design Submittal – August 2026
- Final Design Submittal – October 2026
- Plans, Specifications and Estimate – January 2027

General Project Assumptions

This SOW is based upon certain assumptions and exclusions, identified below and under specific tasks:

- No design exceptions are anticipated for this phase of the project.
- Current ITD standards, naming conventions, and other current ITD Standards will be observed in developing the project.
- Bluebeam Revu sessions or One Drive will be used for the City and LHTAC's document reviews to collect comments and document changes/decisions.
- MS Excel will be utilized for spreadsheets.
- MS Word will be utilized for word processing.
- MS Project will be utilized for scheduling.
- Final submittals will be in electronic format (pdf or native).
- Deliverables will be submitted via ProjectWise (ITD Datasource) and email.
- Consor will document and distribute a record of all verbally discussed design decisions via brief email or formal meeting minutes.
- LHTAC to prepare and maintain project Charter.
- Roadway Materials or Geotechnical report are not anticipated. 17B memo for materials (if required) will be prepared by LHTAC with support from Prime Consultant.
- It is assumed that the milestone deliverables and PS&E Package this project will be combined with the KN24607 8th Street Safety Improvements, Lewiston project.

Standards & References

The following manuals and references will be used, as applicable. Unless otherwise directed, current applicable standards and procedures will apply.

- ITD Design Manual.
- ITD Guidelines for Utility Management.
- ITD Traffic Manual.
- ITD's Standard Specifications for Highway Construction – 2023 with current Supplemental and modified by the Special Provisions as necessary.
- ITD Standard Drawings.
- AASHTO Roadside Design Guide 2011.
- Other applicable current ITD Design Standards and Manuals.
- Current version of the Public Right-of-Way Accessibility Guidelines (PROWAG).
- City of Lewiston Standard Drawings.
- All work will be performed in English Units.
- Necessary pavement marking and delineation design will conform to standards established by the Manual on Uniform Traffic Control Devices (MUTCD) as adopted by ITD and ITD specifications.

1. Project Management

Project management tasks have been scoped and estimated based upon an 10-month duration for this project agreement (10 months = May 2026 through February 2027).

1.1 Set up hard copy, electronic files, and subconsultant agreements

The Consor team will set up project files and one subconsultant agreement. This will include setting up budget tracking spreadsheets, plan storage areas, preparing the project's financial files, project notebooks, preparing the project Quality Management Plan, the project's electronic and hard copy technical filing system, and subconsultant agreement.

1.2 Project Management, Administration, and Coordination

The Project Manager will coordinate and manage the project team to provide project work products, monitor budget and schedule, and coordinate with the City and LHTAC on a regular basis. This management includes general project management and internal project controls and report generation as well as overall project coordination of tasks with the project team, the City, and LHTAC.

1.3 Update Project Schedule

Consor will incorporate tasks from this project into the schedule for the KN24607 8th Street Safety Improvements, Lewiston project utilizing MS Project. The revised schedule will be provided to the City and LHTAC with the first invoice following NTP. The schedule will include key milestones and work products and primary work tasks applicable to this agreement.

The Consor team will use this schedule, which will be updated monthly with actual milestone achievements, to check the budget, staffing levels, and where the deliverable schedule might be affected. These tools will be used to adjust staff assignments so that schedule and fee commitments are met. Project team meetings will enforce the schedule and hold team members accountable for progress on their components of the project.

Deliverables:

- Development of the revised Critical Path Diagram (CPD) schedule.
- Up to 10 monthly schedule updates (MS Project and pdf files).

1.4 Project Team and Miscellaneous Meetings

The Consor team task leads will attend project team meetings (as noted below) via screen-share conference calls or in-person to discuss significant project items, provide task and schedule updates, coordinate project activities, and manage cross-discipline tasks.

1.4.1 Miscellaneous Meetings

Consor will have regular coordination, as needed, with the City and LHTAC. Included in this task is attendance at two additional (2) miscellaneous meetings.

1.4.2 Consor Project Team Meetings

One additional Consor team member will attend currently scheduled bi-weekly project team meetings associated with the KN24607 8th Street Safety Improvements, Lewiston project. Consor will facilitate these project team meetings (20 meetings) which will last approximately 30 minutes and be held virtually (MS Teams). Agendas and minutes will be prepared for the meetings which will include discussions on significant project items, provide task and schedule updates, coordinate project activities, and manage cross-discipline tasks.

Assumptions:

- Miscellaneous Meetings (2 total meetings): assumed to be an average of 30 minutes in duration (virtual) each:
  - Consor two (2) staff, two (2) meetings.
- Consor project team meetings: Meetings are assumed to be 30 minutes in duration (virtual):
  - Consor one (1) staff, 20 meetings; Ardurra one (1) staff, two (2) meetings.
- City/LHTAC Meetings: Assumed pertinent discussion items will be covered during meetings associated with the KN 24607 8th Street Safety Improvements, Lewiston project.

Deliverables:

- Meeting agendas, minutes, and associated action item summaries.

1.5 Project Administration, Progress Reports, and Invoicing

Administration includes general administrative tasks, such as document management (including filing, invoice tracking, QA/QC tracking, email, etc.), internal project controls and report generation, and overall project coordination of tasks with LHTAC, the City, and the project team.

Consor will provide monthly invoices and monthly progress reports (ITD-0771 Form) in accordance with ITD standard procedures. Each invoice package will include the Consor and subconsultant invoices showing labor and direct expenses included for the period, a copy of each PSA showing the amount of the PSA and the charges to date against that PSA, the monthly progress report, and full documentation of labor hours and direct expenses charged for the period for the project team. A total of 10 invoices will be submitted as part of this agreement, which includes one (1) for the month after deliverables are complete.

Deliverables:

- Monthly progress reports (ITD-0771)
- Monthly invoices (10 total)
- Certification of Payment (B2GNow)
- Monthly cash flow spreadsheet

2. Survey and Mapping (Ardurra)

Ardurra will complete surveying to establish project control, complete a topographic survey, DTM, and comply with Idaho Code 55-1613 along the 8th street corridor between 11th Avenue and 5th Avenue.

2.1 Survey Control

Ardurra will utilize the existing City of Lewiston control network, previously established by USKH in 2006. All survey control points will be flagged pink and blue.

2.1.1 Establish Primary Control

Using the existing City of Lewiston Control network, Ardurra will establish primary survey control using RTK GPS. A minimum of 4 primary control points will be established. Two near 11th Avenue and two near 5th Avenue. Control points will be a minimum 3/8-inch diameter rebar, 18 inches long, with a red plastic cap marked ARDURRA CONTROL or similar. Each point will be measured, using two separate GPS fixed initializations, as an observed control point for a minimum of 180 epochs each.

2.1.2 Establish Secondary Control

Using a robotic total station, the Ardurra field crew will traverse between the primary control points as described in 2.1.1. We will set an additional point near each pedestrian ramp area. Each secondary control point will be set in a manner to be used to survey the features at each street/alley intersection. There will be a minimum of 11 secondary points set. Each secondary control point will be a 3/8-inch diameter rebar, 18 inches long, with a red plastic cap marked ARDURRA CONTROL or similar. If a suitable area for a rebar to be set isn't available to complete the survey at each intersection, a MAG nail may be used as a substitute. In the event there are blind spots where all features at each intersection can't be surveyed from one setup, an additional point(s) may need to be set.

2.2 Site Feature Survey

Ardurra will complete all site feature surveying at each intersection and for the concrete sidewalk replacement as indicated on included Exhibit A.

2.2.1 Site Feature and Topographic Surveying

Each street intersection pedestrian ramp area is different and the survey of each will be completed according to the differences and as best as possible capture the intent and needs of the project. Points will be measured at approximate 5-foot intervals and at any grade breaks. The general concept of each intersection to be surveyed is described below and includes but is not limited to the following:

- Each ramp will be surveyed from approximately 20 beyond the point of curve to tangent to 20 feet beyond the opposite point of curve to tangent. Where there is no curve, we will survey to 25 feet past the top of the existing ramp in each direction. Where there is no curve or existing ramp, we will survey for 30 feet beyond the intersection of the sidewalks.

- Gutter flowline.
- Gutter lip.
- Curb cuts to driveways.
- Top face of curb.
- Top back of curb.
- Front and back of sidewalk.
- Face of building when it is within 10 feet of the sidewalk. Where buildings are present, we will attempt to get the finish floor elevation at the door threshold. If it is a garage, we will attempt to get a finish floor at the entrance. Entering buildings is not included.
- A street/alley centerline profile from the intersection of streets or alley way for 80 feet in each direction (generally north, south, east, and west).
- Fences.
- Retaining walls.
- Pavement shots will be taken into the streets approximately 5 feet from the lip of gutter or if no gutter is present from the curb flowline.
- Power poles
- Guy anchors
- Signs
- Power and communication line junction boxes
- Fire hydrants
- Valves, meter boxes, and vault boxes.
- Storm inlets to include the rim, invert elevations of pipes, pipe size and type if possible.

Each alley intersection pedestrian ramp area is different and the survey of each will be completed according to the differences and as best as possible capture the intent and needs of the project. Points will be measured at approximate 5-foot intervals and at any grade breaks. The alley intersections will be surveyed to a less extent than the street intersections. The same general items will be surveyed as with the street intersections as applicable, but the limits will be approximately 5 feet beyond the top of the existing ramp in the north-south direction. This will require pre-guided direction from the design engineer prior to starting the field work to ensure the correct data is collected.

At the area of sidewalk replacement between 11th avenue and 10th avenue all items will be surveyed to include all items as noted above, when applicable, except shots will be taken at approximate 10-foot intervals. Measurements into the road paved area beyond the curb flowline or gutter lip will be taken at 5 feet from the curb as well as a second measurement at 10 feet from the curb on the 10-foot intervals.

Photographs will be taken and provided at each surveyed site.

2.2.2 Utility Locates Survey

Existing above ground utility features will be surveyed as described above. No additional underground utility locates will be called for or surveyed beyond what was previously completed in the initial Ardurra survey.

2.2.3 Feature Base Mapping

Ardurra will create a base map using ORD 2023, in standard ITD format, of the data collected along the area limits. The feature base map will include the site feature data collected as described above. A digital terrain model (DTM) will be created at each intersection. Some DTM's may be combined if applicable to do accurately.

2.2.4 Survey Control Map

Ardurra will draft and submit a survey control map in accordance with typical ITD standards. The map will show all control points established and any survey monuments found. A table will be included indicating the horizontal and vertical values of each point together with a description.

2.2.5 Office Q/A and Q/C

All site features, the DTM and the survey control mapping will be reviewed for quality in the office by a licensed surveyor, other than the project surveyor prior to submittal.

Assumptions:

- No alignment or right of way lines will be determined by Ardurra. If it is later determined right of way line locations or centerline alignments are needed, a supplemental agreement and associated additional costs will be needed.
- Right of Way lines or centerline alignments are not required to be determined.
- Additional underground utility locates are not needed. No potholing of existing underground utilities is required and is not included as a part of this scope of work.
- Additional right of way or easement acquisition is not required under this phase or scope of work.
- Title reports will not be required in this phase or scope of work.
- Adjacent parcel boundaries are not required to be determined at this phase or scope of work and will not be determined except as required along the existing right of way within the project limits to comply with Idaho Code 55-1613.
- Additional Right of entry for access to private property is not required.
- Landowners will be cooperative with our survey team entering their property.
- City provided GIS linework is assumed be approximate in accuracy.
- Locating survey monuments to comply with Idaho Code 55-1613 will be completed under a supplemental agreement of the work completed in project A024(607) SMA-7134, 8th St. Safety Improvements, Lewiston, with the original contract executed on December 16, 2025 between Consor and Ardurra.

Deliverables:

- Copies of survey field notes (pdf), if requested
- An electronic file of all survey points used in control, surface or site features (PNEZD.csv format)
- Copy of electronic Topo Map (Topo_001.dgn)
- An updated (UTILX_001.dgn)
- Survey Control Map
- Site photos as indicated in the scope of work

3. Preliminary Design

3.1 Update Design Criteria

Consor will establish the ADA and traffic design criteria. The current Manual on Uniform Traffic Control Devices (MUTCD), PROWAG, and ITD design standards will be utilized for pedestrian and pavement marking design. This design criteria will be incorporated into the existing design criteria spreadsheet for the KN24607 8th Street Safety Improvements, Lewiston project.

Deliverables:

- One (1) Draft updated design criteria spreadsheet
- One (1) Final updated design criteria spreadsheet

3.2 Preliminary Design

The Consor team will develop the preliminary pedestrian ramp, drainage, pavement marking, signing, temporary construction traffic control, and details needed to bring the design to a preliminary level.

3.2.1 Preliminary Pedestrian Ramp Design

The Consor team will perform preliminary design level by performing 3D grading checks and establishing required length and widths of ramp elements, asphalt sawcut limits, and overall limits of disturbance at each pedestrian ramp location.

Assumptions:

- Designs will be prepared for up to 45 pedestrian ramps between 6th and 11th Ave at locations shown on Exhibit A.
- 25% (11 ramps) will require a detailed design and 75% (34 ramps) can use ITD standard drawings, with no detail.
- Two generic ramp details will be required to cover situations where the standard drawings do not apply and where detailed ramp design isn't required.

3.2.2 Preliminary Sidewalk Design

The Consor Team will design an ADA compliant sidewalk, a minimum of 5 feet wide, between 10th and 11th Avenue.

3.2.3 Preliminary Drainage Design

The Consor Team will design modifications to drainage systems where the proposed pedestrian ramps and sidewalk facilities impact existing drainage systems.

Assumptions:

- Existing drainage facilities were noted at eight (8) locations that will be impacted by the new pedestrian ramp design and need design modifications. It is assumed that five (5) details will be needed for these locations. Assumed drainage modification include four (4) inlets adjusted to grade in place and four (4) relocations with associated pipe reconnection work up to 10' from the existing inlet location.

3.2.4 Preliminary Traffic Design

Consor will develop the preliminary signing and pavement marking design for 8th St between 5th Ave and 11th Ave. The design will depict roadway lane configurations, widths, and pavement marking symbols. Additionally, the signing plan will be developed specifying instructions for any existing signs and showing legends for proposed signs and existing signs that will be protected.

3.2.5 Preliminary Traffic Control Design

Consor will develop preliminary typical temporary traffic control details for different applications on the project including a typical block of sidewalk and intersection work and signing and pavement marking work.

3.2.6 Prepare Preliminary Plans

Consor will prepare the project plans and associated detail sheets. Preliminary design review plans will include:

Description	# of Sheets
Title Sheet	*NA
Vicinity Map/Survey Control Sheets	*NA
Key Map	*NA
Project Clearance Summary	*NA
Total Ownership Sheets	*NA
Roadway Plan Sheets (40 Scale)	5
Ramp Detail Sheets	7
Drainage Details	2
Signing & Pavement Marking Plan Sheets (40 Scale)	5
Traffic Control Plan Sheets	2
Total Sheet Count	**22**

Assumptions:

- *NA indicates sheet(s) is included in the assumed sheet count for the KN24607 8th Street Safety Improvements, Lewiston project. Although the sheets are included in the KN24607 project, effort will be needed to incorporate information for the KN24680 project.
- No site-specific traffic control plans are assumed to be required.

Deliverables:

- 11"x17" preliminary design plans (PDF)

3.3 Preliminary Quantities and Engineer's Opinion of Probable Construction Cost

Consor will calculate quantities based on the preliminary design and prepare a preliminary engineer's opinion of probable cost and will submit it with the preliminary design plans. Consor will use current bid history data as a reference for this effort.

Deliverables:

- Preliminary Engineer's Opinion of Probable Cost (PDF)

3.4 Prepare Design Study Report

Consor will prepare a Design Study Report (DSR) that records considerations and conclusions that were reached in the development of the preliminary design and initial environmental documentation. This report will include elements described in Section 380.03 of ITD Roadway Design Manual 2013 such as a project description, DSR checklist, and cost estimate comparison of anticipated construction cost, including CEI services, to available programmed budget.

Assumptions:

- The DSR will be combined with the KN 24607 8th Street Safety Improvements, Lewiston project.

Deliverables:

- Draft DSR package (PDF)
- Final DSR package (PDF)

3.5 Preliminary Quality Control Review

The Consor team will perform a Quality Control Review on the Preliminary Design Submittal Package including Preliminary Design Plans, and Preliminary Engineer's Opinion of Probable Cost. This task will occur prior to the Preliminary Design Submittal so that review comments can be addressed and backchecked. This QC review will follow Consor's established QAQC program.

Deliverables:

- Documentation of internal QAQC review

3.6 Preliminary Design Review Meeting

One additional Consor representative will attend the Preliminary Design Review Meeting as described in task 3.8 of the KN24607 8th Street Safety Improvements, Lewiston project.

Assumptions:

- All assumptions and deliverables listed under Task 3.8 of the KN24607 8th Street Safety Improvements, Lewiston project remain valid.
- Adequate time will be available to discuss the design elements associated with this project.

4. Final Design

The Consor team will develop the final pedestrian ramp, drainage, pavement marking, signing, utilities, stormwater pollution prevention plan, temporary construction traffic control, and details.

4.1 Final Design

Consor will incorporate comments from the Preliminary Design Review Meeting and advance the pedestrian ramp, signing and pavement marking, drainage, sidewalk, and traffic control design for 8th St between 5th Ave and 11th Ave to final design.

4.2 Final Pollution Prevention Plan

Consor will develop a Pollution Prevention Plan (PPP) for temporary and permanent BMPs utilizing LHTAC's PPP template (ITD Form 2788) for inclusion in the Final Design Submittal Package.

Assumptions:

- Assume there will be less than one acre of disturbance
- The PPP will be combined with the KN 24607 8th Street Safety Improvements, Lewiston project.

Deliverables:

- Draft LHTAC PPP Form (PDF)
- Final LHTAC PPP Form (PDF)

4.3 Final Utility Design

Consor will incorporate additional utility information into the utility plans developed as part of the KN 24607 8th Street Safety Improvements, Lewiston project based on coordination with utilities in Task 6.

4.4 Final Design Review Plans

Consor will create the final design plan sheets. Final design review plans will include:

Description	# of Sheets
Title Sheet	*NA
Vicinity Map/Survey Control Sheets	*NA
Key Map	*NA
Project Clearance Summary	1
Total Ownership Sheets	*NA
Roadway Summary Sheet	1
Roadway Plan Sheets (40 Scale)	5
Ramp Detail Sheets	7
Drainage Detail Sheets	2
Signing & Pavement Marking Plan Sheets (40 Scale)	5
Signing & Pavement Marking Details	NA
Sign Summary Plan	NA
Stormwater Pollution Prevention Plan Sheets	5
Traffic Control Plan Sheets	2
Total Sheet Count	**28**

Assumptions:

- *NA indicates sheet(s) is included in the assumed sheet count for the KN24607 8th Street Safety Improvements, Lewiston project. Although the sheets are included in the KN24607 project, effort will be needed to incorporate information for the KN24680 project.

Deliverables:

- 11"x17" final design plans (PDF)

4.5 Final Design Quantities and Engineer's Opinion of Probable Construction Cost

Consor will calculate quantities based on the final design plans and prepare a final design engineer's opinion of probable cost to submit with the final design plans. Consor will use current bid history data as a reference for this effort.

Assumptions:

- Bid items and quantities will be combined with the KN24607 8th Street Safety Improvements, Lewiston project.

Deliverables:

- Final Engineer's Opinion of Probable Cost (PDF)

4.6 Special Provisions

Consor will prepare special provisions. This project will use the ITD 2023 Standard Specifications and current ITD supplements at time of submittal. Consor will develop special provisions for all elements not defined by the 2023 Standard Specifications.

Deliverables:

- Special Provisions (PDF)

4.7 Construction CPM Schedule

Consor will develop a critical path schedule for the construction of the project.

Deliverables:

- Construction CPM Schedule (PDF)

4.8 Prepare Minimum Testing Requirements (MTR)

Consor will develop the MTRs utilizing LHTAC's MTR Template.

Assumptions:

- Data will be combined with the KN 24607 8th Street Safety Improvements, Lewiston project.

Deliverables:

- Draft MTR Spreadsheet (Excel & PDF)
- Final MTR Spreadsheet (Excel & PDF)

4.9 Provide Environmental Support to LHTAC

Consor will support LHTAC in developing the Cat Ex documentation and Archaeological and Historic Survey Report (AHSR). This will include providing a description of project design elements and extents of disturbance.

Deliverables:

- Emailed descriptions of project design elements and extents of disturbance to the LHTAC PM

4.10 Final Design Quality Control Review

The Consor team will perform a Quality Control Review on the Final Design Submittal Package including Final Design Plans, LHTAC PPP Form, Final Design Engineer's Opinion of Probable Cost, Special Provisions, MTR Spreadsheet, and Construction CPM Schedule. This task will occur prior to the Final Design Submittal so that review comments can be addressed and backchecked. This QC review will follow Consor's established QAQC program.

Deliverables:

- ITD Final Design Checklist (PDF)
- Documentation of internal QAQC review

4.11 Final Design Review Meeting

One additional Consor representative will attend the Preliminary Design Review Meeting as described in task 4.12 of the KN24607 8th Street Safety Improvements, Lewiston project.

Assumptions:

- Design review meeting will last one (1) hour (not including travel time) and will be followed by a site visit
- Consor will coordinate planning for the final design review meeting
- Bluebeam Studio will be utilized for the Final Design Review by the City and LHTAC with comment responses stored in the same

Deliverables:

- Final Design Review Agenda
- Final Design Review Comments and Responses in each document reviewed
- Final Design Review Meeting Minutes

5. PS&E

5.1 Prepare PS&E Package

Consor will incorporate comments from the Final Design Review Meeting into the PS&E Package documents including plans, Engineer's Opinion of Probable Cost, Special Provisions, and Construction CPM.

Deliverables:

- 11"x17" PS&E plans (PDF)
- PS&E Engineer's Opinion of Probable Cost (PDF & native AASHTOWare)
- Non-Bid Item Determination (Excel)
- Special Provisions (PDF & Word)
- Construction CPM (PDF)
- MTRs (PDF & Word or Excel)

5.2 PS&E Quality Control Review

The Consor team will perform a Quality Control Review on the PS&E Submittal Package. This task will occur prior to the PS&E Submittal so that review comments can be addressed and backchecked. This QC review will follow Consor's established QAQC program.

Deliverables:

- Documentation of internal QAQC review

5.3 LHTAC Checklists and Bid Schedule

Consor will prepare LHTAC's QA Form, PS&E Checklist, and for the project.

Deliverables:

- LHTAC QA Form (PDF)
- LHTAC PS&E Checklist (PDF)

5.4 Submit Resident Engineer Files

Consor will prepare and transmit the Resident Engineer package to LHTAC (one (1) electronic copy on ProjectWise). The package will be prepared in an easy to reference notebook and placed on ProjectWise and include the applicable items listed in ITD's Design Manual, Section 920.04. The Resident Engineer's File will include the following:

5.4.1 Roadway Quantity Worksheets

The Consor team will prepare and submit roadway quantity worksheets.

5.4.2 Compiled Project Information

This includes compiling Design Approval signature sheets, field survey data and information, environmental permits and approvals, project contact information, utility waivers and/or agreements, Resident Engineer Checklist, and project CADD Files.

5.5 Bid Assistance

The Consor team will be available to answer questions and to assist LHTAC during the advertising and bidding process.

6. Utility Coordination

Consor will perform utility coordination work related to the following private utilities: power, communications, and other private utilities that may be present within the project limits, that were not identified with the KN24607 8th Street Safety Improvements, Lewiston project. Consor will identify utilities within the project limits, evaluate potential utility conflicts and coordinate utility efforts for relocation of impacted facilities if necessary. Consor will perform utility coordination according to ITD's Guide for Utility Management (GUM). Any additional conflicts will be incorporated into the efforts included in the KN24607 8th Street Safety Improvements, Lewiston project.

6.1 Impact Assessment and Notifications

Consor will identify utilities within the project limits and determine possible conflicts with the proposed project. Consor will:

- Develop a utility contact information list and email project information letters to all affected utility companies to explain the nature of the work.
- Provide Preliminary plans to each affected utility.
- Maintain a record of correspondence with utility companies.
- Obtain utility-provided as-built and system mapping information.
- Compare utility provided information with project base-mapping and field verify the location of utility facilities.

- Identify potential design conflicts (conflicts to be identified on plan sheets) and develop an itemized conflict list.
- Issue conflict notices to impacted utilities.

Deliverables:

- Utility contact list
- Conflict notification letters to impacted utilities

6.2 Utility Coordination Meetings

To facilitate the development of each utility relocation plan, Consor will schedule, conduct, prepare for and attend the following Utility Coordination Meetings with representatives for each utility owner/operator within the Project Location:

- One (1) individual virtual meeting with each potentially affected utility owner/operator.
- 1 on-site group utility meeting, to coordinate relocation plan, construction constraints, means and methods, work sequence and schedule limitations.

Consor will prepare a meeting agenda and meeting minutes summarizing the discussions at the group meeting.

Deliverables:

- Meeting agenda and minutes

6.3 Utility Relocations

Consor will coordinate the efforts of the utility owner/operators in developing and executing a plan for relocating utilities to resolve conflicts. As part of that effort, Consor will complete the following:

- Preparation of Utility Conflict Letters with Utility Hearing Waiver; and
- Mark-ups of utility relocation plans with appropriate comments and recommendations to achieve relocated facilities consistent with proposed project

Deliverables:

- Utility Conflict Letter(s); and
- Time Requirement Letter(s) to each impacted utility

7. Public Involvement – Reserved

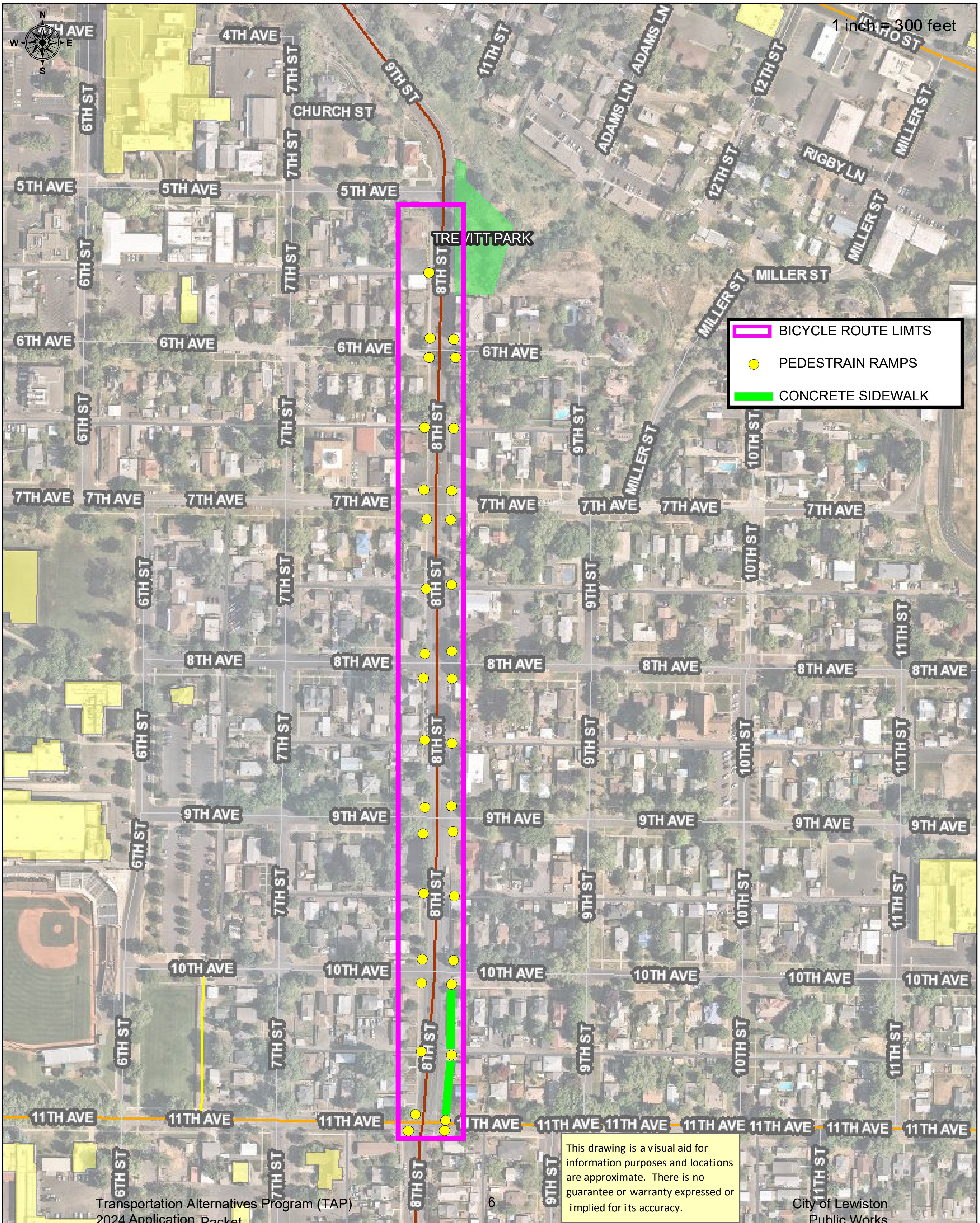
It is assumed that public involvement efforts are not required beyond what the 8th Street Safety Improvements, Lewiston project will already perform.

Exhibit A

City of Lewiston

8th St; 5th Ave to 11th Ave, Bike Route and Pedestrian Path

N



Project: 8th St, 5th Ave to 11th Ave, Bike Route and Pedestrian Path
Lewiston
LHTAC Project No A024(680), Key No. 24680

Consor North America, Inc.

A. Summary of Estimated Man Hours

	Classification		Hrs.	x	Direct Rate	=	Cost
1	Project Manager	Jonathan Gellings	70.0		$ 95.31		$6,671.70
2	QA/QC Engineer	Rob Cleere	12.0		$ 93.08		$1,116.96
3	Project Engineer	Connie Jiang	320.0		$ 47.48		$15,193.60
4	Staff Engineer	Keith Tuttle	308.0		$ 36.93		$11,374.44
5	Utility Engineer	Devin Montgomery	25.0		$ 68.54		$1,713.50
7	Clerical	Taylor Tikkala	7.0		$ 37.14		$259.98
		Total Hrs.	742.0				

Total Raw Labor Cost **$** **36,330.18**

B. Payroll Taxes, Fringe Benefit Costs, and G&A Overhead

	Total Raw Labor Cost		Mult.			
Overhead	$36,330.18	x	Overhead Mult. 193.21%	=	$	**70,193.54**
FCCM	$36,330.18	x	FCCM Mult. 0.25%	=	$	**90.83**

C. Fixed Fee

	Total Raw Labor Cost		Fixed Fee Mult.			
Fixed Fee	$106,523.72	x	12.00%	=	$	**12,782.85**

Subtotal Labor Costs **$** **119,397.39**

D. Reimbursable Expenses

Direct Expenses	**Est. Quantity**	**Unit**	**Unit Cost**		**Total**
Travel					
Lodging	1	days @	$110.00	/day	$ 110.00
Meals (and Incidentals) - Travel Day	2	days @	$51.00	/day	$ 102.00
Meals (and Incidentals) - Full Day	1	days @	$68.00	/day	$ 68.00
Mileage	0	miles @	$0.73	/mile	$ -

Subtotal Reimbursable Expenses **$** **280.00**

Consor Subtotal **$** **119,677**

D. Salary Adjustment

Total Raw Labor Cost + Overhead		per year		% of Contract with Adjustment	
$106,523.72	x	4%	x	0%	**$0.00**

E. Consor Total

$ **119,677.39**

F. Subconsultants & Additional Services Total

1	Ardurra	$	30,217.20

Subconsultants Subtotal $ 30,217.20

PROJECT TOTAL (E + F) = $ 149,895

Project: 8th St, 5th Ave to 11th Ave, Bike Route and Pedestrian Path
Lewiston
LHTAC Project No A024(680), Key No. 24680

Ardurra

A. Summary of Estimated Man Hours

	Classification		Hrs.	x	Direct Rate	=	Cost
1	Survey Project Manager	Dusty Obermayer	22		$75.00		$1,650.00
2	Surveyor V	Eric Meurlott	4		$58.65		$234.60
3	Survey Technician I	Brent Gruenhagen	93		$35.00		$3,255.00
4	Survey Technician II	Nicholas Obermayer	61		$37.45		$2,284.45
5	Project Accountant	Gladys Robertson	3		$26.00		$78.00
		Total Hrs.	183				

Total Raw Labor Cost **$7,502.05**

B. Payroll Taxes, Fringe Benefit Costs, and G&A Overhead

	Total Raw Labor Cost		Multiplier	=	$	Amount
Overhead	$7,502.05	x	Overhead Mult. 167.15%	=	**$**	**12,539.68**
FCCM	$7,502.05	x	FCCM Mult. 0.47%	=	**$**	**35.26**

C. Fixed Fee

	Total Raw Labor Cost		Fixed Fee Mult.	=	$	Amount
Fixed Fee	$20,041.73	x	12.50%	=	**$**	**2,505**

Subtotal Labor Costs **$ 22,582.20**

D. Reimbursable Expenses

Direct Expenses	Est. Quantity	Unit	Unit Cost		Total
CADD Hours	61	@	$10.00		$ 610.00
GPS/ Robot Hours	74	@	$65.00	/hour	$ 4,810.00
Travel					
Lodging (Includes taxes)	8	days @	$118.80	/day	$ 950.40
Meals (and Incidentals) - Travel Day	6	days @	$51.00	/day	$ 306.00
Meals (and Incidentals) - Full Day	6	days @	$68	/day	$ 408.00
Mileage	760	miles @	$0.725	/mile	$ 551.00

Subtotal Reimbursable Expenses **$ 7,635.00**

E. Salary Adjustment

Total Raw Labor Cost + Overhead		per year		% of Contract with Adjustment	
$20,041.73	x	4%	x		**$0**

ARDURRA TOTAL (A through E)	=	$30,217

Company: Consor North America, Inc.
Project: 8th St, 5th Ave to 11th Ave, Bike Route and Pedestrian Path
Lewiston
LHTAC Project No A024(680), Key No. 24680

				1	2	3	4	5	7			1	2	3	4	5		
Work Element #	**Work Element**	**Total Hours**	**Consor North America, Inc.**	Project Manager	QA/QC Engineer	Project Engineer	Staff Engineer	Utility Engineer	Clerical	**Subtotal Consor Hours**	**Ardurra**	Survey Project Manager	Surveyor V	Survey Technician I	Survey Technician II	Project Accountant	**Subtotal Ardurra Hours**	COMMENTS
1.0	**Project Management**	**59**		30		14			7	**51**		5				3	**8**	
1.1	Set up hard copy, electronic files, and subconsultant agreements	**7**		3					4	7								
1.2	Project Management, Administration, and Coordination	**28**		20						20		5				3	8	
1.3	Update Project Schedule	**3**		1		2				3								
1.4	Project Team and Miscellaneous Meetings																	
1.4.1	Miscellaneous Meetings	**3**		1		2				3								
1.4.2	Consor Project Team Meetings	**10**				10				10								
1.5	Project Administration, Progress Reports, and Invoicing	**8**		5					3	8								
2.0	**Survey and Mapping**	**187**				12				**12.0**		17	4	93	61		**175**	
2.1	Survey Control																	
2.1.1	Establish Primary Control	**11**										1		10			11	
2.1.2	Establish Secondary Control	**20**										2		18			20	
2.2	Site Feature Survey and Utility Locates																	
2.2.1	Site Feature and Topographic Surveying	**56**				6				6				50			50	
2.2.2	Utility Locates Survey	**17**				2				2				15			15	
2.2.3	Feature Base Mapping	**56**				3				3		8			45		53	
2.2.4	Survey Control Map	**21**				1				1		4			16		20	
2.2.5	Office Q/A and Q/C	**6**										2	4				6	
3.0	**Preliminary Design**	**317**		16	3	134	164			**317**								
3.1	Update Design Criteria	**3**		1		2				3								
3.2	Preliminary Design																	
3.2.1	Preliminary Pedestrian Ramp Design	**136**		6		65	65			136								
3.2.2	Preliminary Sidewalk Design	**11**		1		2	8			11								
3.2.3	Preliminary Drainage Design	**15**		1		6	8			15								
3.2.4	Preliminary Traffic Design	**12**		1		5	6			12								
3.2.5	Preliminary Traffic Control Design	**4**		1		1	2			4								
3.2.6	Prepare Preliminary Plans	**103**		2		42	59			103								
3.3	Preliminary Quantities and Engineer's Opinion of Probable Construction Cost	**21**		1		6	14			21								
3.4	Prepare Design Study Report	**7**		1		4	2			7								
3.5	Preliminary Quality Control Review	**4**		1	3					4								
3.6	Preliminary Design Review Meeting	**1**				1				1								
4.0	**Final Design**	**285**		16	5	141	123			**285**								
4.1	Final Design	**140**		4		68	68			140								
4.2	Final Pollution Prevention Plan	**3**				1	2			3								
4.3	Final Utility Design	**9**		1		2	6			9								
4.4	Final Design Review Plans	**75**		3		30	42			75								
4.5	Final Design Quantities and Engineer's Opinion of Probably Construction Cost	**9**		1		3	5			9								
4.6	Special Provisions	**10**		2		8				10								
4.7	Construction CPM Schedule	**4**		1		3				4								
4.8	Prepare Minimum Testing Requirements (MTR)	**8**		1	1	6				8								
4.9	Provide Environmental Support to LHTAC	**6**		2		4				6								
4.10	Final Design Quality Control Review	**5**		1	4					5								
4.11	Final Design Review Meeting	**16**				16				16								
5.0	**PS&E**	**45**		8	4	19	14			**28**								
5.1	Prepare PS&E Package	**20**		2		10	8			20								
5.2	PS&E Quality Control Review	**4**		1	3					4								
5.3	LHTAC Checklists and Bid Schedule	**4**		1		3				4								
5.4	Submit Resident Engineer Files																	
5.4.1	Roadway Quantity Worksheets	**11**		1		4	6			11								
5.4.2	Compiled Project Information	**3**		2	1					3								
5.5	Bid Assistance	**3**		1		2				3								
6.0	**Utilty Coordination and Plans**	**32**					7	25		**32**								
6.1	Impact Assessment and Notifications	**22**					7	15		22								
6.2	Utility Coordination Meetings	**3**						3		3								
6.3	Utility Relocations	**7**						7		7								
	Total Labor Hours	925.0		**70**	**12**	**320**	**308**	**25**	**7**	**742**		**22**	**4**	**93**	**61**	**3**	**183**	

- GPS Units rate of $65 per hour
- GIS data logger rate of $15 per hour
- UAV Flight rate of $75 per hour
- LiDAR Flight rate of $800 per hour
- Traffic Modeling Software rate of $36 per hour
- SMS/WMS Software rate of $25 per hour

Ardurra Mileage Backup

7950 N Meadowlark Way to 8th

google.com/maps/dir/7950+North+Meadowlark+Way,+Coeur+d'Alene,+ID/8th+St,+Lewiston,+ID+83501/@47.146357,-116.3826006,9z/data=!4m13!4m12!1m5!1m1!1s0x

Settings | BLM | FEMA | State/County/City | ITD | NGS | State Boards | Surveying Supplies | AutoCad | Dusty Misc | Banking and Bill Pay | Survey Informatic

Best | 2h 13m | — | 2 days | 15 hr | —

7950 N Meadowlark Way, Coeur d'Alene,

8th St, Lewiston, ID 83501

Add destination

Leave now

Options

Send directions to your phone

Copy link

via US-95 S — 2 hr 14 min

Fastest route now due to traffic conditions — 120 miles

Details

Preview

via US-95 S and US-12 W — 2 hr 14 min

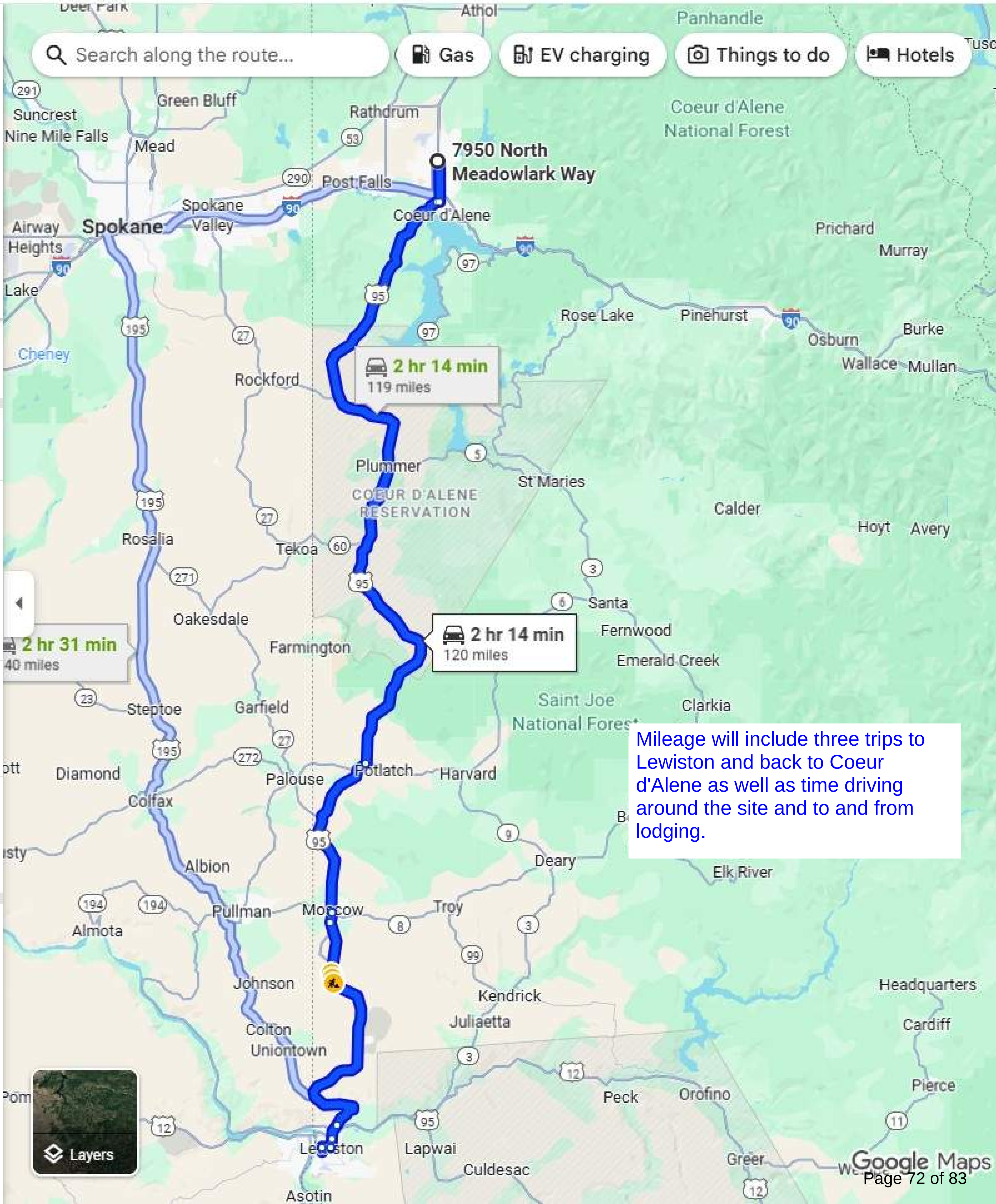
119 miles

via US-195 S — 2 hr 31 min

140 miles

Explore 8th St

Restaurants | Hotels | Gas stations | Parking Lots | More



Mileage will include three trips to Lewiston and back to Coeur d'Alene as well as time driving around the site and to and from lodging.

U.S. General Services Administration

FY 2026 per diem rates for Idaho

Primary destination	County	2025 Oct	Nov	Dec	2026 Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
Standard Rate	Applies for all locations without specified rates	$110	$110	$110	$110	$110	$110	$110	$110	$110	$110	$110	$110
Boise	Ada	$191	$167	$167	$167	$167	$167	$167	$167	$191	$191	$191	$191
Coeur d'Alene	Kootenai	$142	$142	$142	$142	$142	$142	$142	$142	$217	$217	$217	$142
Sun Valley / Ketchum	Blaine / Elmore	$191	$191	$300	$300	$300	$300	$181	$181	$295	$295	$295	$295

U.S. General Services Administration

Meals and incidental expenses (M&IE) rates and breakdown

Primary destination	County	M&IE total	Breakfast	Lunch	Dinner	Incidental expenses	First and lastday of travel
Standard Rate	Applies for all locations without specified rates	$68	$16	$19	$28	$5	$51.00
Boise	Ada	$86	$22	$23	$36	$5	$64.50
Coeur d'Alene	Kootenai	$74	$18	$20	$31	$5	$55.50
Sun Valley / Ketchum	Blaine / Elmore	$80	$20	$22	$33	$5	$60.00

CITY COUNCIL MEETING
AGENDA ITEM SUMMARY

ITEM TITLE ORDINANCE 4971	**AGENDA NO.** V. C. 1. a. **AGENDA DATE:** August 24, 2026

ITEM SUMMARY (Background, Discussion, Key Points, Recommendations, etc.)

Pursuant to legislative changes in 2025 (SB 1073) and 2026 (HB 661), Ordinance No. 4971 amends several sections in Chapter 17 of Lewiston City Code relating to the collection and disposal of solid waste and recyclable materials within the City of Lewiston.

The purpose of these amendments is to create a limited exception to a local government's exclusive solid waste franchise. It allows any person to contract with the solid waste collection provider of their choice for the use of temporary, project-specific solid waste collection containers, as defined by local ordinance. This exception applies only to those temporary, project-specific containers. It does not allow non-franchised providers to perform regular solid waste collection services or limit the City's authority to provide for the exclusive collection of solid waste through franchise agreements.

Provisions relating to the licensing of persons engaged in the collection, transportation, processing, or disposal of solid waste and recyclable materials have been revised. These revisions clarify the licensing requirements that apply to those activities and make clear that solid waste collected under the limited exception for temporary, project-specific collection containers may not be delivered to the City's transfer station. Instead, that waste must be transported to a lawful disposal facility at the collector's expense.

Additionally, provisions addressing concerns related to having roll off containers for temporary services in the public right of way, specifically requiring all such temporary project containers to be on private property unless a temporary right of way permit is obtained.

BUDGET IMPACT (Identify any or all impacts this proposed action would have on the City budget and/or personnel resources)

There is no budget impact for the approval of Ordinance No. 4971 amending Chapter 17 of Lewiston City Code.

ACTION PROPOSED

Staff recommends Council's approval allowing the Mayor to sign Ordinance No. 4971.

CITY ORDINANCE NO. 4971

AN ORDINANCE OF THE CITY OF LEWISTON AMENDING LEWISTON CITY CODE § 17-1 ADDING THE DEFINITION OF "TEMPORARY PROJECT"; AMENDING LEWISTON CITY CODE § 17-19 RELATING TO THE OWNERSHIP OF SOLID WASTE AND RECYCLABLE MATERIALS; ENACTING A NEW LEWISTON CITY CODE § 17-25 RELATING TO THE REGULATION OF TEMPORARY PROJECT SERVICE; AMENDING LEWISTON CITY CODE § 17-26 RELATED TO LICENSING AND RESTRICTIONS ON OPERATIONS; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF LEWISTON, IDAHO:

SECTION 1: Lewiston City Code § 17-1 is hereby amended as follows:

Sec. 17-1. - Definitions.

As used in this chapter:

. . .

Temporary Project means an activity, ninety (90) days or less in duration, that generates solid waste and that necessitates a sanitary receptacle for collection and removal of such waste.

. . .

SECTION 2: Lewiston City Code § 17-19 is hereby amended as follows:

Sec. 17-19. - Ownership.

(a) All solid waste and recyclable materials are hereby declared to be the exclusive property of the city from the time they are discarded, placed in the receptacle for disposal or recycling, or otherwise placed ~~out of doors~~outside for collection by the person who generated them. The city retains ownership of these materials regardless of who collects them, whether or not the person or entity is authorized by the city to provide collection services. No person or entity acquires any ownership interest in these materials by collecting them, unless expressly authorized by a contract approved by the city governing the collection and disposal of such materials.~~generator thereof unless otherwise provided in the contracts for the collection and disposal of those materials.~~

(b) Nothing shall prohibit the city from using the collected materials for energy recovery and/or resource recovery.

SECTION 3: A new Lewiston City Code § 17-25 is hereby enacted as follows:

Sec. 17-25. – Temporary Project Service.

Pursuant to Idaho Code § 50-344, any person may contract with a solid waste collection provider of the person's choice for the use of solid waste collection containers and collection services for a temporary project, as such term is defined in this chapter. The following shall apply to temporary project service:

(a) The owner of a property on which a temporary project is occurring shall be presumed to be responsible for carrying on or allowing the carrying on of temporary project service.

(b) Temporary project service may not continue for more than ninety (90) days for any temporary project. If the project or undertaking will last longer than ninety (90) days, the owner must use or require the person carrying on the temporary project to use, solid waste collection services provided by the city's franchisee or as otherwise permitted by this chapter.

(c) Only one (1) temporary project per property is allowed per calendar year.

(d) No person shall use a temporary project container to contain household solid waste or prohibited waste.

(e) A temporary project container may be used only for solid waste generated by the temporary project. No person shall place solid waste not generated by the temporary project in a temporary project container.

(f) All temporary project containers shall have clearly readable identification, on at least two (2) sides, using font at least two (2) inches in height, with the company name and an active phone number at which the entity providing the container and/or collection services may be reached.

(g) Entities providing solid waste collection services for temporary projects shall collect temporary project waste at least once every thirty (30) days, unless such waste is putrescible or greater frequency is appropriate, in the city's discretion, considering protection of the environment and public health and safety.

(h) Entities providing solid waste collection services must be licensed to do business in the city and the state of Idaho.

(i) Solid waste collected from a temporary project may not be deposited at the city solid waste transfer station. Such solid waste must be transported and deposited at another site designated for the collection or disposal of that solid waste.

(j) All temporary project containers shall be placed outside of the public right of way. If due to site constraints it is necessary for the temporary project container to be placed in the public right of way, a temporary right of way permit must be obtained through the public works office.

SECTION 4: Lewiston City Code § 17-26 is hereby amended as follows:

Sec. 17-26. License required; restrictions on operations.

(a) Except as otherwise provided in this chapter, it~~It~~ shall be unlawful for any person to engage in the business of collecting, transporting, processing or disposing of solid waste or recyclable materials ~~accumulated~~ generated within the city over any ~~of the~~ street~~s~~, alley,~~s~~ or other public way~~s~~ unless the person is authorized to do so by~~ of the city unless such person has received~~ a license, contract or franchise granted by~~therefor from~~ the city. Nothing in this subsection prohibits a person from providing temporary, project-specific solid waste collection containers, as defined by this chapter, when authorized by state law.

(b) Except as otherwise provided in this chapter, it~~It~~ shall be unlawful for any person to ~~engage in the business of transporting any~~ transport solid waste ~~upon~~over any Interstate Bridge,~~, or the other~~ street,~~s and~~ alley,~~s~~ or other public way of the city except to the city's solid waste transfer station established ~~pursuant to~~ under this article. This subsection does not apply to the following:~~, with the following exceptions:~~

(1) ~~An employee~~Employees or contractors of the city or Nez Perce County who are ~~is specifically~~ authorized to transport solid waste from the city's transfer station to the landfill site.

(2) Persons transporting ~~solid waste items such as~~ hazardous waste or other materials ~~and prohibited items which~~ that are not ~~acceptable~~ accepted at the city's transfer station to a lawful disposal or recycling facility authorized to receive those materials.~~but transported to another site designated by the city for receiving such materials~~.

(3) ~~Nothing herein shall be deemed as prohibiting any~~ A resident or owner ~~from~~ transporting ~~their own~~ solid waste that they generated to a lawful disposal or recycling facility.~~another site designated by the city for receiving such materials.~~

(4) A person providing temporary, project-specific solid waste collection containers, as authorized by state law and this chapter, provided that any solid waste collected under this exception shall not be delivered to the City's transfer station. Instead, the person providing the container shall transport and dispose of the solid waste at a lawful disposal facility at the person's sole expense and in compliance with all applicable federal, state, and local laws.

SECTION 5: This ordinance shall take effect and be in full force from and after its passage and publication.

Signatures on next page

PASSED this ________ day of ____________________, 2026.

CITY OF LEWISTON

By: ______________________________________
Daniel G. Johnson, Mayor

ATTEST:

____
Tanya M. Brocke, City Clerk

CITY ORDINANCE NO. 4973

AN ORDINANCE OF THE CITY OF LEWISTON AMENDING ORDINANCE NO. 4950, THE ANNUAL APPROPRIATION ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025 AND ENDING SEPTEMBER 30, 2026, APPROPRIATING ADDITIONAL MONIES THAT ARE TO BE RECEIVED BY THE CITY OF LEWISTON, IDAHO IN THE SUM OF SEVENTEEN MILLION THREE HUNDRED FIFTEEN THOUSAND NINE HUNDRED DOLLARS ($17,315,900); DIRECTING THE CITY CLERK TO FILE A CERTIFIED COPY OF THIS ORDINANCE WITH THE NEZ PERCE COUNTY BOARD OF COUNTY COMMISSIONERS; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF LEWISTON, IDAHO:

SECTION 1: Ordinance No. 4950, the Annual Appropriation Ordinance of the City of Lewiston, Nez Perce County, Idaho for the fiscal year commencing October 1, 2025 and ending September 30, 2026, is hereby amended as follows:

That the additional sum of Seventeen Million Three Hundred Fifteen Thousand Nine Hundred Dollars ($17,315,900) shall be appropriated out of the following revenues:

Proposed Revenues

General Fund – Donations	$	29,580
General Fund – Police: Grant		11,970
General Fund – Police: Seizure Funds		561,000
General Fund – Fire: Grant		421,970
General Fund – Property Damage Reimbursement		7,000
General Fund – Opioid Reserves		300,000
General Fund – Reserves		690,000
Capital Fund – Contributions: Airport Improvements		3,400,000
Capital Fund – Transportation: Federal Grant		2,580,940
Capital Fund – Transportation: Reserves		15,780
Capital Fund – Transportation: State Grant		69,850
Capital Fund – Transportation: URA Contribution		200,000
Capital Fund – Library: Private Contributions		82,750
Worker's Compensation Trust – Stop Loss Reimbursements		375,000
Water – Federal Grant		1,915,190
Water – Reserves		212,360
Wastewater – Federal Grant		500,000
Wastewater – Reserves		4,204,830
Sanitation – Reserves		932,190
Library – Private Donation		27,350

Fleet – Insurance Reimbursement	14,050
Fleet – Reserves	729,090
ISS – Reserves	35,000

Total Revenues…………………………………. $17,315,900

The expenditures to be paid by these funds are as follows:

Proposed Expenditures

General Fund – Police: Grant Writing Services	$	20,000
General Fund – Police: Blue to Gold Training		17,000
General Fund – Police: Signage		8,000
General Fund – Police: Speed Detection Devices		11,970
General Fund – Police: SWAT Vehicle & Equipment		524,000
General Fund – Fire: HazMat Vehicle & Equipment		421,970
General Fund – Recreation: Supplies		6,000
General Fund – Recreation: Equipment		15,580
General Fund – Opioid Grant		300,000
General Fund – Settlement		690,000
General Fund – Repair of city property		7,000
Capital Fund – Airport Improvements		3,400,000
Capital Fund – Transportation: TR036 Bryden Ave		200,000
Capital Fund – Transportation: TR023 Southway Bridge to 11th Ave		2,381,750
Capital Fund – Transportation: TR071 8th St Safety Improvements		214,970
Capital Fund – Transportation: TR059 12th St/Bryden Sidewalk		69,850
Capital Fund – Library: Wall Panels		82,750
Worker's Compensation Trust: Settlement		375,000
Water - WR050 Raw Water Intake		1,915,190
Water - WR071 Reservoir Evaluation		212,360
Wastewater – WW060 Wastewater Improvement		3,309,450
Wastewater – WW069 EOS Expansion Phase IV		500,000
Wastewater – WW061 EOS Expansion Phase III		895,380
Sanitation – TS004/005 Wild Dove Way/Frontage Road Improvements		82,190
Sanitation – TS002 Transfer Station Floor Construction		850,000
Library – Children’s Book		1,000
Library – Equipment		26,350
Fleet – Structures & Improvements		729,090
Fleet – K9 Vehicle Replacement		14,050
ISS – Equipment Depreciation		35,000

Total Expenditures………………………………. $17,315,900

All of the above sums are revenues from sources not anticipated at the time of adoption of Ordinance No. 4950 and are not from *ad valorem* tax revenues. All expenditures of monies will be in accordance with the provisions of Idaho Code § 50-1006.

SECTION 2: The City Clerk is hereby directed to file a certified copy of this Ordinance with the Nez Perce County Board of County Commissioners pursuant to Idaho Code §§ 50-1003 and 63-804.

SECTION 3: This ordinance shall take effect and be in full force from and after its passage and publication.

PASSED this _______ day of ____ 2026.

CITY OF LEWISTON

By: ______________________________________
Daniel G. Johnson, Mayor

ATTEST:

____
Tanya M. Brocke, City Clerk

CITY OF LEWISTON
SUMMARY OF ORDINANCE NO. 4971

<u>ORDINANCE NO. 4971:</u> AN ORDINANCE OF THE CITY OF LEWISTON AMENDING LEWISTON CITY CODE § 17-1 ADDING THE DEFINITION OF "TEMPORARY PROJECT"; AMENDING LEWISTON CITY CODE § 17-19 RELATING TO THE OWNERSHIP OF SOLID WASTE AND RECYCLABLE MATERIALS; ENACTING A NEW LEWISTON CITY CODE § 17-25 RELATING TO THE REGULATION OF TEMPORARY PROJECT SERVICE; AMENDING LEWISTON CITY CODE § 17-26 RELATED TO LICENSING AND RESTRICTIONS ON OPERATIONS; AND PROVIDING AN EFFECTIVE DATE.

Section 1 amends Lewiston City Code § 17-1, adding the definition of "temporary project." Section 2 amends Lewiston City Code § 17-19, relating to the ownership of solid waste and recyclable materials left for disposal. Section 3 enacts a new Lewiston City Code § 17-25 regulating temporary project service. Section 4 amends Lewiston City Code § 17-26 relating to the licensing requirements and restrictions on operations of solid waste. Section 5 provides an effective date.

Ordinance No. 4971 is effective upon passage and publication.

CITY OF LEWISTON

By: Daniel G. Johnson
Mayor

Attest: Tanya M. Brocke
City Clerk

The full text of this ordinance is available at the City Clerk's office, Lewiston City Hall, 1134 F Street, Lewiston, during regular business hours.

I, JENNIFER TENGONO, City Attorney, reviewed the foregoing Summary of Ordinance No. 4971. The summary is true and complete, and provides adequate notice to the public pursuant to Idaho Code § 50-901A.

Dated this __________ day of ____________________ 2026.

____
JENNIFER TENGONO
City Attorney