



Our vision of Coeur d'Alene is of a beautiful safe city
that promotes a high quality of life and sound economy
through excellence in government

GENERAL SERVICES COMMITTEE
with
Council Members Evans, English, & Wood
March 9, 2026, 12:00 p.m.
Library Community Room
702 Front Avenue

AGENDA

*****ITEMS LISTED BELOW ARE CONSIDERED TO BE ACTION ITEMS**

Item 1 Declaration of various pieces of used equipment and items to be surplus and authorization to be sold at auction.

STAFF REPORT BY: Justin Kimberling, Streets & Engineering Assistant Director

Item 2 Sale Agreement with the City of Spirit Lake, Idaho, for the 2004 Ford Video Van in the amount of \$10,000.00

STAFF REPORT BY: Justin Kimberling, Streets & Engineering Assistant Director

Item 3 Jewett House Alcohol Policy

STAFF REPORT BY: Adam Rouse, Recreation Superintendent

Item 4 Construction Contract Award to Big Sky ID Corp. for the Mill River Lift Station Upgrades project in the amount of \$884,037.00.

STAFF REPORT BY: Mike Anderson, Wastewater Director

ADJOURNMENT

**This meeting is aired live on CDA TV Spectrum Cable Channel 1301, TDS Channel 5,
and on Facebook live through the City's Facebook page.**

The City of Coeur d'Alene will make reasonable accommodations for anyone attending this meeting who requires special assistance for hearing, physical or other impairments. Please contact Juanita Knight, Senior Legal Assistant, at (208) 769-2348 at least 72 hours in advance of the meeting date and time.

**GENERAL SERVICES/PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: March 09, 2026
FROM: Justin Kimberling, Assistant Streets & Engineering Director
SUBJECT: Surplus of City Assets Request

DECISION POINT: Should Council declare various pieces of used equipment and items as surplus and authorize the surplus items to be sold at auction?

HISTORY: As vehicles and equipment reach the end of their useful life, Council is asked to declare them to be surplus, and authorized them to be sold or auctioned. Currently, the following items are deemed to be at their end-of-service life.

1. **ENG605- 2005 Chevy Trail Blazer** **Vin#1GNNDT13S752340437**
2. **ENG611- 2000 Chevy 1500 Truck** **Vin#1GCEK14V8YE341981**
3. **ENG612- 2003 Chevy Blazer** **Vin#1GNNDT13X64K113413**
4. **ADM104-2007 Ford Escape** **Vin#1FMCU59H78KA80321**
5. **FIRE323-2003 Fire Truck** **Vin#4S7AT32903C043246**
6. **Storage Buildings and Misc. Equipment**

PERFORMANCE ANALYSIS: These items were offered to other City Departments before being listed as surplus. No other Department had use for any of them. Therefore, this equipment has no value to the City except for any price a third party may be willing to pay.

FINANCIAL ANALYSIS: Typically, this type of property is delivered to an auction house in Spokane which has the time and expertise to obtain the best price. The auction house retains a percentage of the bid auction item for their services, and there is very minimal cost to the City to deliver items to the auction location.

DECISION POINT / RECOMMENDATION: Council should declare the various pieces of used vehicles and equipment to be surplus and authorize the surplus items to be sold at auction.



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Surplus of Assets Request

Justin Kimberling, Assistant Director
Streets & Engineering

A small version of the City of Coeur d'Alene logo is located in the bottom right corner of the slide. It includes the stylized tree, mountains, and water graphic, along with the text "City of Coeur d'Alene IDAHO".

2

ENG 605 2005 CHEVY TRL. BLAZER
Vin#1GNNDT13S752340437



ENG 611 2000 CHEVY 1500 4X4
VIN#1GCEK14V8YE341981



3

ENG 612 2003 CHEVY BLAZER
VIN#1GNNDT13X64K113413



ADM 104 2007 FORD ESCAPE
VIN#1FMCU59H78KA80321



4

FIRE 323

2003 FIRE TRUCK

VIN#4S7AT32903C043246



5

Buildings



6

Equipment



7

Sales Agreement



8

DRNG 1064

2004 - E450

VIN#1FDXE45P14HA86712



**GENERAL SERVICES/PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: March 09, 2026
FROM: Justin Kimberling, Assistant Director, Streets & Engineering
SUBJECT: Sale Agreement with City of Spirit Lake, Idaho

DECISION POINT: Should Council approve a Sale Agreement with the City of Spirit Lake, Idaho, for the 2004 Ford Video Van in the amount of \$10,000.00?

HISTORY: This vehicle was previously deemed by Council as surplus. This vehicle was not sent to auction in order to first solicit offers from other municipalities. The City of Spirit Lake expressed an interest in the vehicle. After discussion involving like vehicles and the condition of this vehicle, the Cities determined that a reasonable price for this 22 year old vehicle was \$10,000.00.

PERFORMANCE ANALYSIS: The Drainage Utility has acquired a newer vehicle that will be utilized for video inspection.

FINANCIAL ANALYSIS: The sale of this vehicle would provide funding for upgrades to our current video equipment.

DECISION / RECOMMENDATION: Council should approve a sale agreement with the City of Spirit Lake, Idaho, for the 2004 Ford TV Van in the amount of \$10,000.00.

**Purchase and Sale Agreement
2004 Ford Video Van**

THIS AGREEMENT is made and entered into this ____ day of _____, 2026, between the CITY OF COEUR D'ALENE, Kootenai County, Idaho, a municipal corporation organized under the laws of the State of Idaho, with its principal place of business at 710 E. Mullan Ave., Coeur d'Alene, Idaho, hereinafter referred to as the "Seller," and the CITY OF SPIRIT LAKE, IDAHO, a body politic and corporate existing under and by virtue of the laws of the state of Idaho, with its principal place of business at 6042 W. Maine Street, Spirit Lake, Idaho, hereinafter referred to as the "Purchaser."

The Seller hereby agrees to sell, and the Purchaser hereby agrees to buy, the personal property described herein according to the following terms and conditions.

1. **Description of Property:** The Seller owns the 2004 Ford Video Van, Vin# 1FDXE45P14HA86712 (hereinafter referred to as the "Property").
2. **Purchase Price:** The agreed purchase price is Ten Thousand and no/100 Dollars (\$10,000.00).
3. **As-Is, Where-Is:** The Purchaser agrees to accept the Property As-Is, Where-Is, with all faults, and agrees that the Seller provides no warranty of any kind, including the warranty of merchantability and the warranty of fitness for a particular purpose, except for a warranty that the Seller has good and clear title to the Property. The Purchaser specifically acknowledges and agrees that it has had sufficient opportunity to inspect the Property, and knowingly and voluntarily accepts the Property in its current condition in its current location. The Purchaser further acknowledges and agrees that it does not rely, and has not relied, on any representations or statements by the Seller, or any of its agents or employees, regarding the Property.
4. **Possession:** The Purchaser shall take possession of the Property upon payment of the Purchase Price.
5. **Method of Payment:** Payment shall be made in a check payable to the "City of Coeur d'Alene" or through electronic funds transfer.
6. **Notices:** Any notices shall be in writing and be deemed communicated when mailed in the United States mail, certified, return receipt requested, addressed as follows:

SELLER
City of Coeur d'Alene
710 E. Mullan Ave.
Coeur d'Alene, ID 83814
Attn.: City Clerk

PURCHASER
City of Spirit Lake, Idaho
6042 W. Maine Street
Spirit Lake, ID 83869
Attn.: Charlene Phipps

Either party may change its address for the purpose of this paragraph by giving written notice of such change to the other in the manner herein provided.

7. **Title and Other Documents**: Both parties agree to execute, in a timely manner, any and all documents necessary to complete this transaction. The parties further agree to cooperate, and confer as necessary, in order to fully execute this Agreement.
8. **Force Majeure**: Any delays in or failure of performance by the Seller or the Purchaser shall not constitute a breach or default hereunder if and to the extent such delays or failures of performance are caused by occurrences beyond the reasonable control of the party, including but not limited to, acts of God or a public enemy; compliance with any order or request of any governmental authority; fires, floods, explosion, accidents; riots, strikes or other concerted acts of workmen, whether direct or indirect; or any causes, whether or not of the same class or kind as those specifically named above, which are not within the reasonable control of the party. In the event that any event of force majeure as herein defined occurs, the Seller or the Purchaser shall be entitled to a reasonable extension of time for performance of its obligations under this Agreement.
9. **Risk of Loss**: The Purchaser shall bear the risk of loss upon taking possession, in any way and to any degree, of the Property.
10. **Assignment**: While in no way infringing upon the Purchaser's rights after taking possession of the Property, it is expressly agreed and understood by the parties hereto, that the Purchaser shall not have the right to assign, transfer, hypothecate or sell any of its rights under this Agreement prior to taking possession except upon the prior express written consent of the Seller.
11. **Compliance with Laws**: In performing under this Agreement, the Seller and the Purchaser shall comply with all applicable laws, ordinances, and codes of Federal, State, and local governments.
12. **Termination for Cause**: If either party shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if either party shall violate any of the covenants, agreements, or stipulations of this Agreement, other than as provided in paragraph 8, the other party shall have the right to terminate this Agreement by giving written notice of such termination and specifying the effective date thereof at least fifteen (15) days before the effective date of such termination.
13. **Termination for Convenience**: Either party may terminate this Agreement for convenience, prior to the performance by either party under this Agreement, by giving at least fifteen (15) days' written notice to the other party. If the Agreement is terminated without cause, the non-terminating party may recover any reasonable costs incurred in reliance on this Agreement up to the date of the notice.

14. **Taxes and Fees**: The Purchaser agrees to pay any taxes when due, and any excises and license fees due the state, its subdivisions, and municipal and quasi-municipal corporations therein, accrued or accruing in accordance with conditions of this Agreement
15. **Severability**: If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.
16. **Term**: This agreement shall expire on April 30, 2026, but may be extended beyond that date if the Purchaser's governing body appropriates adequate funds for this Agreement.
17. **Entire Agreement**: This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.
18. **Applicable Law**: This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Idaho.
19. **Approval Required**: This Agreement shall not become effective or binding until approved by respective governing body of each party.

IN WITNESS WHEREOF, the Seller and the Purchaser have executed this Agreement as of the date first above written.

CITY OF COEUR D'ALENE

CITY OF SPIRIT LAKE

By _____
Daniel K. Gookin, Mayor

By _____
Charlene Phipps, Mayor

ATTEST:

ATTEST:

Renata McLeod, City Clerk

GENERAL SERVICES/PUBLIC WORKS STAFF REPORT

Date: March 9, 2026
From: Adam Rouse, Recreation Superintendent
SUBJECT: JEWETT HOUSE ALCOHOL POLICY

DECISION POINT: Should the City Council approve a clarification of the alcohol service policy at the Jewett House, specifying protocols for the service of beer, wine, and hard liquor, and charging fees as set by Resolution and the Council.

HISTORY: The Jewett House advisory board approved the ability to serve alcohol in 2012, due to the increase in weddings and other events requesting the service of alcohol. The advisory board followed the protocols set forth by the Parks and Recreation Department for service of alcohol at park events initially at Riverstone Park.

FINANCIAL ANALYSIS: There is no impact to the City.

PERFORMANCE ANALYSIS: Clarification of the policy will provide Parks and Recreation staff set guidelines on how the service of alcoholic beverages is to be managed at permitted private events at the Jewett House. The policy reads: "The service of alcohol on the Jewett House premises is allowed with the following rules applying; the renter must pay all alcohol permit fees associated with their rental; the renter may provide beer and wine for their event and shall be responsible for the service of beverages. The renter is required to appoint a 'bartender' to serve and help the renter monitor consumption and compliance with all applicable laws. The City assumes no responsibility over the service of alcoholic beverages except to determine compliance with this policy; the renter may serve liquor and mixed cocktails provided they hire a licensed vendor; no alcohol is allowed on Sander's beach or outside the fenced areas of the Jewett House property. Non-compliance with this policy may result in the termination of alcohol service and potential termination of the event by vendors and Jewett House staff; renters understand that vendors and Jewett House staff have the right to refuse service to anyone who is intoxicated and/or disruptive; and the renter assumes all liability for any damages or injuries resulting from the service of alcoholic beverages."

DECISION POINT / RECOMMENDATION: Council should approve clarification of the alcohol service policy at the Jewett House, specifying protocols for the service of beer, wine, and hard liquor, and charging fees as set by Resolution and the Council.

JEWETT HOUSE SENIOR RECREATION AND EVENT CENTER

ALCOHOL SERVICE POLICY

- The service of alcohol on the Jewett House premises is allowed with the following rules applying.
 - The renter must pay all alcohol permit fees associated with their rental.
 - The renter may provide beer and wine for their event and shall be responsible for the service of beverages. The renter is required to appoint a “bartender” to serve and help the renter monitor consumption and compliance with all applicable laws. The City assumes no responsibility over the service of alcoholic beverages except to determine compliance with this policy.
 - The renter may serve liquor and or mixed cocktails provided they hire a licensed vendor.
 - No alcohol is allowed on Sander’s beach or outside the fenced areas of the Jewett House property. Non-compliance with this policy may result in the termination of alcohol service and potential termination of the event by vendors and Jewett House staff.
 - Renters understand that vendors and Jewett House staff have the right to refuse service to anyone who is intoxicated and/or disruptive.
 - The renter assumes all liability for any damages or injuries resulting from the service of alcoholic beverages.

**Public Works / General Services Subcommittee
STAFF REPORT**

DATE: March 9, 2026
FROM: Mike Anderson, Wastewater Director
SUBJECT: Construction Contract Award to Big Sky ID Corp for Mill River Lift Station Upgrades

DECISION POINT: Should Council accept the bid of, and approve a construction contract with, Big Sky ID Corp. for the Mill River Lift Station Upgrades project in the amount of \$884,037.00?

HISTORY: The Mill River Lift Station serves a growing portion of the City’s wastewater collection system and was originally constructed with a phased approach that anticipated future expansion. As development in the basin has progressed, the station is approaching the limits of its original design capacity.

To address current operational needs and accommodate future growth, the City initiated a project to upgrade the Mill River Lift Station. Engineering design services for the project were previously authorized through the City’s ongoing professional services agreement with J-U-B Engineers, Inc.

Following completion of design, the project was publicly advertised for construction bids. The project was bid in accordance with Idaho public works procurement requirements. On February 26, 2026, the City received five bids for the Mill River Lift Station Upgrades project.

J-U-B reviewed the bids for general conformance with the administrative requirements of the bidding documents and identified Big Sky ID Corp. as the apparent low bidder.

City legal counsel also reviewed the bid documents and concurred that Big Sky ID Corp. should be recommended for award as the lowest responsive and responsible bidder.

The bid totals were as follows:

Bidder	Schedule A	Schedule B	Total Bid
Big Sky ID Corp.	\$676,116	\$207,921	\$884,037
DW Excavating Inc.	\$609,000	\$349,975	\$958,975
Simco Development Group	\$600,768.46	\$409,180.50	\$1,009,948.96
North Fork Enterprises	\$946,911	\$444,152	\$1,391,063
Award Construction Inc.	\$975,000	\$675,450	\$1,650,450

The proposed construction agreement establishes a not-to-exceed contract price of \$884,037.00. The contractor will be required to achieve substantial completion within 160 calendar days, with final completion within 30 days thereafter.

FINANCIAL ANALYSIS: The construction contract amount for the Mill River Lift Station Upgrades project is in an amount not to exceed \$884,037.00.

The Wastewater Department budgeted \$900,000 in FY 2025–2026 for collection projects. When engineering and construction costs are combined, the total Mill River project cost is anticipated to be approximately \$1.2 million.

The Department underspent its FY 2024–2025 Collection System Capital Improvement budget by approximately \$317,000. These prior year savings will offset a portion of the project costs exceeding the current year budget.

In addition, the City maintains a Mill River surcharge fund, which was established specifically to support improvements to the Mill River Lift Station. The fund currently contains approximately \$400,000, which will be used to support project costs.

Staff anticipates bringing forward a budget amendment later in the fiscal year to formally align project expenditures with the available funding sources.

PERFORMANCE ANALYSIS: The Mill River Lift Station project reflects a phased approach to infrastructure development. When the station was originally installed, constructing the facility at ultimate capacity would have been inefficient. As development within the basin has progressed, upgrades are now required to accommodate current and future wastewater flows.

These improvements will enhance system reliability, address capacity limitations, and support continued development in the service area while minimizing the risk of emergency repairs.

DECISION POINT/RECOMMENDATION: Council should accept the bid of, and approve a construction contract with, Big Sky ID Corp. for the Mill River Lift Station Upgrades project in the amount of \$884,037.00, and authorize the Mayor to execute the agreement.



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**2025-2026 Wastewater Collection System
Construction Contract Award
Big Sky ID Corp**

**City of Coeur d'Alene Wastewater Department
Mike Anderson, Wastewater Director
March 9, 2026**



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Decision Before Council

- Approve a contract award to Big Sky ID
- FY 2025/2026 Wastewater Collection System CIP
- **Total contract amount: \$884,037**
- Big Sky was the lowest responsive bidder, consistent with Idaho Code



3

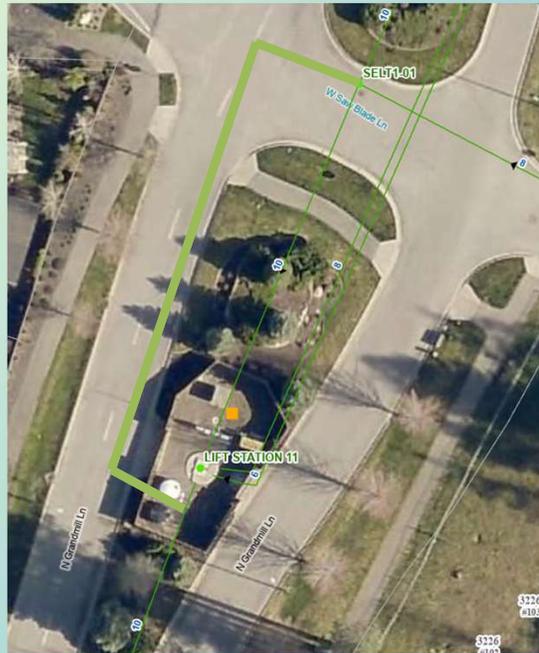
FY 25/26 Capital Focus Mill River Lift Station: Planned Build Out

- Original lift station sized for early-phase development
 - Full build-out capacity at initial construction would have been inefficient
- A Mill River surcharge was established for new connections
 - Surcharge revenue was intended to fund a future capacity upgrade



4

Mill River Lift Station Upgrade



5

Bid Totals

Bidder	Schedule A	Schedule B	Total Bid
Big Sky ID Corp.	\$676,116	\$207,921	\$884,037
DW Excavating Inc.	\$609,000	\$349,975	\$958,975
Simco Development Group	\$600,768.46	\$409,180.50	\$1,009,948.96
North Fork Enterprises	\$946,911	\$444,152	\$1,391,063
Award Construction Inc.	\$975,000	\$675,450	\$1,650,450



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Fiscal Impact

Total Cost of Project: ≈\$1,200,000

- FY 25/26 Collection System CIP budget: \$900,000
- FY 24/25 underspent by \$315,000
- Mill River Surcharge Funds: \$419,000



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Recommendation

Approve a construction contract with Big Sky ID Corp. for the Mill River Lift Station Upgrades project in the amount of \$884,037.00, and authorize the Mayor to execute the agreement.



8

Questions?



**CITY OF COEUR D'ALENE WASTEWATER UTILITY
MILL RIVER LIFT STATION UPGRADES**

CONTRACT

THIS CONTRACT is made and entered into this _____ day of _____, 2026, between the CITY OF COEUR D'ALENE, Kootenai County, Idaho, a municipal corporation duly organized and existing under and by virtue of the laws of the state of Idaho, hereinafter referred to as "CITY," and _____ Big Sky ID Corp _____, a corporation duly organized and existing under and by virtue of the laws of the state of Idaho, with its principal place of business at 10063 Navion Dr. Hayden, ID 83835, hereinafter referred to as the "CONTRACTOR."

WITNESSETH:

WHEREAS the CONTRACTOR has been awarded the Contract for the Mill River Lift Station Upgrades Project in Coeur d'Alene, according to plans and specifications on file in the office of the City Clerk of the CITY, which plans and specifications are entitled:

City of Coeur d'Alene – Wastewater Utility – Mill River Lift Station Upgrades

IT IS AGREED that, for and in consideration of the covenants and agreements to be made and performed by the CITY OF COEUR D'ALENE, as hereinafter set forth, the CONTRACTOR shall perform the work as set forth in the said plans and specifications described above, in said City, furnishing all labor and materials therefor according to said plans and specifications and under the penalties expressed in the performance bond bearing even date herewith, and which bond with said plans and specifications are hereby declared and accepted as parts of this Contract. All material shall be of the high standard required by the said plans and specifications and approved by the Wastewater Superintendent or designee, and all labor performed shall be of first-class workmanship.

The CONTRACTOR shall employ appropriate means to prevent accidents and defend the CITY from all claims for injury to person or property resulting from the CONTRACTOR's actions or omissions in performance of this Contract, and to that end shall maintain insurance of the type and in the amount specified in the Contract Documents, including the Standard General Conditions and Supplementary General Conditions applicable to this Project. Certificates of Insurance, providing at least thirty (30) days' written notice to the City prior to cancellation of the policy, shall be filed in the office of the City Clerk.

The CONTRACTOR agrees to maintain Worker's Compensation coverage on all employees, including employees of subcontractors, during the term of this Contract as required by Idaho Code §§ 72-101 through 72-806. Should the CONTRACTOR fail to maintain such insurance during the entire term hereof, the CONTRACTOR shall indemnify the CITY against any loss resulting to the CITY from such failure, either by way of compensation or additional premium liability. The CONTRACTOR shall furnish to the CITY, prior to commencement of the work, such evidence as the CITY may require guaranteeing contributions which will come due under the Idaho Worker's Compensation Law including, at the option of the CITY, a surety bond in an amount sufficient to make such payments.

The CONTRACTOR shall furnish the CITY certificates of all insurance coverages required herein, which certificates must be approved by the City Attorney.

The CITY shall pay to the CONTRACTOR, for the work, services and materials herein provided to be done and furnished by it, a sum not to exceed \$884,037.00, as provided in the Unit Price Schedule. Partial payment shall be made by the end of each calendar month on a duly certified estimate of the work completed in the previous calendar month less five percent (5%) provided that the estimate is submitted to the CITY by the first Tuesday of the month. Final payment shall be made within thirty (30) days after completion of all work and acceptance by the City Council, provided that the CONTRACTOR has submitted Form CR-3 to the Idaho Tax Commission and provided the CITY a tax release from the State(IDAHO).

The Work shall be substantially complete within the calendar days listed below (for the Contract Award, as applicable) after the date when the Contract Times commence to run, as provided in Paragraph 2.03 of the Standard General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the Standard General Conditions within **thirty (30) calendar days** after the date of substantial completion.

CONTRACT TIME	CONTRACT AWARD	CALENDAR TIME (DAYS)
Substantial Completion	Base Bid (Schedule A + Schedule B)	160 calendar days
Final Completion	Any	30 calendar days

The CITY and the CONTRACTOR recognize that time is of the essence and failure of the CONTRACTOR to complete the work within the time allowed shall result in damages being sustained by the CITY. Such damages are and will continue to be impractical and extremely difficult to determine. Therefore, in the event the CONTRACTOR shall fail to complete the work within the above time limit, the CONTRACTOR shall pay to the CITY or have withheld from moneys due, liquidated damages at the rate of Five Hundred and no/100 dollars (\$500.00) per calendar day, which sums shall not be construed as a penalty.

IT IS AGREED that the CONTRACTOR, as required by Idaho law, must employ ninety-five percent (95%) bona fide Idaho residents as employees on any job under this Contract except where under this Contract fifty (50) or fewer persons are employed by the CONTRACTOR, in which case the CONTRACTOR may employ no more than ten percent (10%) nonresidents; PROVIDED, however, in all cases the CONTRACTOR must give preference to the employment of bona fide Idaho residents in the performance of said work pursuant to Idaho Code § 44 – 1002.

Pursuant to Idaho Code § 67-2359, CONTRACTOR certifies that it is not currently owned or operated by the government of the People’s Republic of China and will not for the duration of the contract be owned or operated by the government of People’s Republic of China.

Pursuant to Idaho Code § 67-2346, the CONTRACTOR certifies that it is not currently engaged in, and will not for the duration of the contract engage in, a boycott of goods or services from Israel or territories under its control.

NO PUBLIC FUNDS FOR ABORTION ACT: Pursuant to Idaho Code § 18-8703, CONTRACTOR certifies that it is not, and will not for the duration of this Agreement become, an abortion provider or

an affiliate of an abortion provider, as those terms are defined in the "No Public Funds for Abortion Act," Idaho Code §§ 18-8701 et seq.

Pursuant to Idaho Code § 67-2347A, CONTRACTOR certifies that it is not currently engaged in, and will not for the duration of the contract engage in, a 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 engages in or supports the manufacture, distribution, sale, or use of firearms, as defined in § 18-3302(2)(d), Idaho Code.

The CONTRACTOR further agrees that, in consideration of securing the business of constructing the works to be constructed under this Contract, recognizing the business in which it is engaged is of a transitory character and that in the pursuit thereof, its property used therein may be outside the state of Idaho when taxes, excises or license fees to which it is liable become payable:

1. To pay promptly when due all taxes (other than on real property), excises and license fees due to the State of Idaho, its subdivisions, and municipal and quasi-municipal corporations therein, accrued or accruing during the term of this Contract, whether or not the same shall be payable at the end of such term; and
2. If the taxes, excises and license fees are not payable at the end of said term, but liability for said payment thereof exists, even though the same are or become liens upon its property, to secure the same to the satisfaction of the respective officers charged with the collection thereof; and
3. In the event of its default in the payment or securing of such taxes, excises and license fees, to consent that the department, officer, board or taxing unit entering into this Contract may withhold from any payment due it thereunder the estimated amount of such accrued and accruing taxes, excises and license fees for the benefit of all taxing units to which said CONTRACTOR is liable.

IT IS FURTHER AGREED that, for additions or deductions to the plans and specifications, the unit prices as set forth in the written proposal of the CONTRACTOR are hereby made a part of this Contract.

For the faithful performance of this Contract in accordance with the plans and specifications and payment for all labor and materials, the CONTRACTOR shall execute a good and sufficient performance bond and a payment bond, each in the amount of one hundred percent (100%) of the total amount of the bid as herein before stated, said bonds to be executed by a surety company authorized to do business in the state of Idaho.

The term "CONTRACT DOCUMENTS" are defined in "Standard General Conditions of the Construction Contract" ISPWC Division 100.

THIS CONTRACT, with all of its forms, specifications and stipulations, shall be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the Mayor and City Clerk of the CITY OF COEUR D'ALENE have executed this Contract on behalf of said CITY, the City Clerk has affixed the seal of said city hereto, and the

CONTRACTOR has caused the same to be signed by its President, and its seal to be affixed hereto, the day and year first above written.

CITY OF COEUR D'ALENE

CONTRACTOR

By _____
Daniel K. Gookin, Mayor

By _____
_____ (printed name)
_____ (title)

ATTEST:

ATTEST:

Renata McLeod, City Clerk

Corporate Secretary