

**EXECUTIVE SUMMARY**  
**MONTE VISTA TO POCATELLO CREEK RD. PATHWAY PROJECT**  
**CHANGE ORDER #1**

To: Mayor Mark Dahlquist and City Council Members  
From: Skyler Allen, Senior Engineer  
Mariela Mejia, Project Manager  
Date: Meeting Date – August 6, 2026  
Re: Monte Vista to Pocatello Creek Rd. Pathway Project Construction Contract Award

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**REQUEST**

Staff recommends that City Council approve Change Order #1 to the Monte Vista to Pocatello Creek Road Pathway project for the contractor, RS Jobber Inc., in the amount of \$115,076.20, and authorize the Mayor's signature on all pertinent documents, subject to Legal Department review.

**BACKGROUND**

In 2022, the City was awarded a Transportation Alternatives Program (TAP) grant for the Monte Vista to Pocatello Creek Road Pathway Project. On April 3, 2025, the City approved a construction contract with RS Jobbers Inc. in the amount of \$1,466,663.00. During construction, additional work and specific contract line items were identified as necessary to complete the project. These items are included in Change Order No. 1, which totals \$115,076.20. The additional work was required to successfully complete the project in October 2025. The itemized change order has been reviewed by City staff and engineering consultant Keller Associates, who concur that the included work was directed and has been completed as listed.

Under the TAP grant agreement, the City's required local match is 7.34% of eligible project costs. The City must pay the full amount of the change order upfront and will then seek reimbursement for the remaining 92.66%, which is eligible for federal reimbursement under the TAP grant. Funding for the required local match has been provided by local nonprofit organizations. As a result, there is **no fiscal impact to the City**.

**STAFF RECOMMENDATION**

Staff recommends that City Council accept and authorize the Mayor to approve the Change Order #1 between Idaho Transportation Department (ITD), RS Jobber Inc., and the City of Pocatello associated for additional work performed for the Monte Vista to Pocatello Creek Road Pathway project.

To: City Council and Mayor  
From: Matt Kerbs, Deputy City Attorney MK  
Date: July 29, 2026  
Re: Change Order #1 to Agreement Between Owner and Contractor for  
Construction Contract – Monte Vista to Pocatello Creek Road Pathway  
Project

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I have no legal concerns with the Council approving and authorizing the Mayor to sign the above referenced Change Order with RS Jobber Inc.

## **AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

This Agreement is by and between City of Pocatello ("Owner") and RS Jobbers Inc. ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

### **ARTICLE 1—WORK**

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: **Construction of a new pedestrian pathway east of I-15 from Monte Vista Drive to Pocatello Creek Road.**

### **ARTICLE 2—THE PROJECT**

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Portneuf Greenway -- Monte Vista to Pocatello Creek Road.

### **ARTICLE 3—ENGINEER**

- 3.01 The Owner has retained Keller Associates, Inc. ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.
- 3.02 The part of the Project that pertains to the Work has been designed by Engineer.

### **ARTICLE 4—CONTRACT TIMES**

- 4.01 *Time is of the Essence*
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 *Contract Times:*
- A. Once traffic is impeded by the Work, the Work shall be Substantially Complete within 90 days of the impediment of traffic. All Work shall be substantially complete by September 5, 2025, in accordance with Paragraph 15.03 of the General Conditions, with ready for Final Payment by January 17, 2026, in accordance with General Conditions 15.06.
- B. The Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions.
- 4.05 *Liquidated Damages*
- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or mediation proceeding, the actual loss suffered by Owner if the Work is not completed on time.



Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion*: Contractor shall pay Owner \$3,000 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
  2. *Completion of Remaining Work*: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$500 for each day that expires after such time until the Work is completed and ready for final payment.
  4. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

#### ARTICLE 5—CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

- A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of the item).

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

#### ARTICLE 6—PAYMENT PROCEDURES

- 6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

- 6.02 *Progress Payments: Retainage*

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the **25th** of the month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously

made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

- a. **Ninety-five** percent of the value of the Work completed (with the balance being retainage).
  - b. **Ninety-five** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to **one hundred** percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less **two hundred** percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest*

- A. All amounts not paid when due will bear interest at the rate of 5 percent per annum.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of all of the following:
1. This Agreement.
  2. Bonds:
    - a. Performance bond (together with power of attorney).
    - b. Payment bond (together with power of attorney).
  3. General Conditions.
  4. Supplementary Conditions.
  5. Specifications as listed in the table of contents of the project manual.
  6. Drawings (not attached but incorporated by reference) consisting of 2 sets of plan sheets; Project contains 37 sheets with each sheet bearing the following general title: **Portneuf Greenway - Monte Vista to Pocatello Creek Road**
  8. Addenda (numbers \_\_\_\_\_ to \_\_\_\_\_, inclusive).
  9. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    - a. Notice to Proceed.
    - b. Work Change Directives.



- c. Change Orders.
  - d. Field Orders.
  - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

#### ARTICLE 8--REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

##### 8.01 *Contractor's Representations*

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
  - 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
  - 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  - 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
  - 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
  - 5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
  - 6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
  - 7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
  - 8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.
12. The Contractor is an appropriately licensed public works contractor per Idaho Code Section 54-1902.
13. Contractor shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring the Contractor's compliance with any Laws or Regulations.

#### 8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
  1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
  4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.
- B. Contractor certifies that it is not currently engaged in and will not, for the duration of this Agreement, engage in a boycott of goods or services from Israel or territories under its control pursuant to Idaho Code Section 67-2346. The provisions of this statute do not apply to contracts less than one hundred thousand dollars (\$100,000) or to contractors with fewer than ten (10) employees.
- C. Contractor certifies that it will comply with conditions pertaining to Sections 44-1001 and 44-1002, Idaho Code, requiring the employment of ninety-five percent (95%) bona fide Idaho residents and providing for a preference in the employment of bona fide Idaho residents and regarding the employment of persons not authorized to work in the United States.

#### 8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are ISPWC Division 100, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished



CITY OF POCA TELLO

PORTNEUF GREENWAY -- MONTE VISTA TO POCA TELLO CREEK ROAD

KN 23697

said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.



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IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on May 1, 2025 (which is the Effective Date of the Contract).

Owner:

City of Pocatello

(typed or printed name of organization)

By:

[Signature]

(individual's signature)

Date:

5-5-2025

(date signed)

Name:

Brian C. Blad

(typed or printed)

Title:

Mayor

(typed or printed)

Attest:

[Signature]

(individual's signature)

Title:

City Clerk

(typed or printed)

Address for giving notices:

P.O. Box 4169  
Pocatello, ID 83205-4169

Designated Representative:

Name:

(typed or printed)

Title:

(typed or printed)

Address:

Phone:

Email:

(If [Type of Entity] is a corporation, attach evidence of authority to sign. If [Type of Entity] is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Contractor:

[Signature]

(typed or printed name of organization)

By:

[Signature]

(individual's signature)

Date:

5-6-2025

(date signed)

Name:

RICHARD JESSOP

(typed or printed)

Title:

SEC/TREASURER

(typed or printed)

(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature]

(individual's signature)

Title:

PM

(typed or printed)

Address for giving notices:

427 N MAIN ST, SUITE F  
POCA TELLO ID 83204

Designated Representative:

Name:

RICHARD JESSOP

(typed or printed)

Title:

SEC/TREASURER

(typed or printed)

Address:

427 N MAIN ST STE F  
Pocatello, ID 83204

Phone:

208-904-3112

Email:

rich@rsjobber.com

License No.:

(where applicable)

State:

2020 ISPWC 00520 Modified from EJCDC® C-520 Agreement Between Owner and Contractor for Construction Contract

AGREEMENT

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**APPROVED BY COUNCIL**

4-2-2025

## CHANGE ORDER NO. 01

|                |                                                       |                                 |            |
|----------------|-------------------------------------------------------|---------------------------------|------------|
| Owner:         | City of Pocatello                                     | Owner's Project No.:            | A023(697)  |
| Engineer:      | Keller Associates                                     | Engineer's Project No.:         | 222207-020 |
| Contractor:    | RS Jobber, Inc.                                       | Contractor's Project No.:       |            |
| Project:       | Portneuf Greenway – Monte Vista to Pocatello Creek Rd |                                 |            |
| Contract Name: | Portneuf Greenway – Monte Vista to Pocatello Creek Rd |                                 |            |
| Date Issued:   | 5/27/2026                                             | Effective Date of Change Order: | _____      |

The Contract is modified as follows upon execution of this Change Order:

### **CHANGE IN PLANS AND SPECIFICATIONS**

**1. DESCRIPTION:** As follows:

- a. **S901-05B SP 22.5 Degree CMP Elbow (c01):** An existing CMP storm pipe near station 33+00 was found to conflict with the retaining wall. AVO 07 directed rerouting of the existing storm pipe using a 22.5-degree bend to resolve the conflict. Additionally, a 22.5-degree bend was necessary to realign the storm drain system per AVO 06 (and subsequently AVO 11 that modified AVO 06) to eliminate the need for shoring next to the Interstate-15 offramp to Pocatello Creek Road. This change order item compensates the contractor for furnishing and installing 22.5-degree CMP bends.
- b. **S904-05A SP Storm Drain Modifications (c01):** The existing catch basin and 18-inch storm pipe at approx. Station 30+51 LT was encountered in the field to be in a different location than shown in the plans and conflicted with the proposed wall design. To construct the wall, the storm line was rerouted per AVO 06, with later revisions via AVO 11, to eliminate the need for shoring adjacent to the I-15 off-ramp. This required installation of a new Type 3A catch basin, additional 18-inch storm line and coring into a previously installed manhole. This change order item compensates the contractor to furnish and install a Type 3A catch basin and core the previously installed manhole in accordance with AVO 06 and AVO 11.
- c. **S904-05B SP Removal of Storm Drain (c01):** Existing storm drain piping conflicts with the new MSE wall and needs to be removed. There is not a removal item in the contract for this work. This item compensates the contractor for removal of the existing storm pipes in accordance with AVO 04.
- d. **S904-05C SP ITD Conduit Installation (c01):** An unknown electrical box and conduit were discovered during clearing and grubbing near Monte Vista Drive. It was determined that the electrical conduit and boxes are for sign illumination owned and maintained by ITD District 5 and must be relocated to accommodate the work. ITD will disconnect the service, pull existing conductors, pull new electrical lines, and reconnect the service to ITD facilities. This change order item compensates the contractor to furnish and install new conduit per AVO 03.
- e. **S904-05D SP Tree Removals (c01):** City of Pocatello staff requested that the Contractor remove two partially dead trees adjacent to the pathway at approximate stations 35+70 RT and 36+50 RT. The tree locations and proximity to the interstate off-ramp required specialty equipment and care for removal. This change order item compensates the contractor for removal and disposal of the two trees.
- f. **S904-05E SP Flowable Fill (c01):** A significant rain event resulted in unexpected flooding from an adjacent property which caused erosion. The City of Pocatello requested flowable fill to repair

erosion adjacent to the retaining wall. This change order item compensates the contractor for furnishing and installing flowable fill for repairing unforeseen erosion adjacent to the retaining wall.

- g. **S904-05F SP Cast in Place Storm Manhole (c01):** A significant rain event resulted in unexpected flooding from an adjacent property which caused erosion. AVO 12 was issued to address unanticipated runoff and mitigate future erosion. This change order item compensates the contractor to construct a cast-in-place manhole structure with slotted lid in accordance with AVO 12.
- h. **S904-05G SP Pipe Outlet Armoring (c01):** Minor erosion including rills along fill slopes and at the outlet of the storm pipe outlet at Station 26+20 LT was observed following storm events. AVO 13 was issued for installation of additional BMPs to stabilize the project site and mitigate future erosion until permanent vegetation is established. This work required re-mobilization of the contractor equipment and personnel. Additionally, extra care had to be taken during construction of these additional stabilization measures to not disturb previous construction, necessitating the use of smaller equipment and slower production rates. This change order item compensates the contractor to install riprap/erosion control geotextile and riprap at the pipe outlet at approximate Station 26+20 LT.
- i. **S904-05H SP Permanent BMPs (c01):** Storm events that occurred after substantial completion resulted in minor erosion throughout the project site. Following the storm events, a water truck was brought to the site to discharge water and observe drainage patterns and determine where additional stabilization and BMPs were needed to prevent erosion along the pathway. AVO 14 was issued and directed the installation of additional BMPs to fully stabilize the project site. This work required re-mobilization of the contractor equipment and personnel. Additionally, extra care had to be taken during construction of the additional stabilization measures to not disturb previous construction, necessitating the use of smaller equipment and slower production rates.
- j. **S904-05I SP CMP Unit Price Adjustment (c01):** Changes to the work resulted in extension of quantities of 18-inch CMP for culverts and storm sewers. Material prices increased during the work. This change order item compensates the contractor for the material price increase and allowable markup in accordance with 109.03. This price adjustment is only for extra work and not original contract work.
- k. **S911-05A SP Riprap Lined Ditch (c01):** A significant rain event resulted in unexpected flooding from an adjacent property which caused erosion. AVO 12 was issued to implement drainage improvements to capture runoff and mitigate future erosion. This change order item compensates the contractor to construct a riprap lined ditch with check dams in accordance with AVO 12.

## **2. MATERIALS:**

- a. **S901-05B SP 22.5 Degree CMP Elbow (c01):** Provide 18-inch diameter 22.5-degree CMP elbow and coupling bands. Acceptance will be by ITD-914 with mill test reports attached.
- b. **S904-05A SP Storm Drain Modifications (c01):**  
Furnish a Catch Basin Type 3A as specified in Section 605 of the Standard Specifications. Acceptance will be by ITD-875, and ITD-914 with mill test reports attached for reinforcement steel, frame, and grate.



- c. **S904-05B SP Removal of Storm Drain (c01):** None.
- d. **S904-05C SP ITD Conduit Installation (c01):** Provide 2" PVC conduit including fittings in accordance with Section 713.11.B of the Standard Specifications. Acceptance will be by ITD-851 and ITD-915 with attached invoices or bills of lading establishing chain of custody.
- e. **S904-05D SP Tree Removals (c01):** None.
- f. **S904-05E SP Flowable Fill (c01):** Provide a commercially available cementitious flowable fill with a 2,000psi compressive strength. Acceptance will be by visual inspection on the ITD-854.
- g. **S904-05F SP Cast in Place Storm Manhole (c01):** Provide Class 30 concrete in accordance with Sections 502 and 509 of the standard specifications. Acceptance will be by ITD-875.

Provide slotted grate and frame conforming to AASHTO M 306-05 made of Class 35B gray iron. Acceptance will be by ITD-914 with mill test reports attached.

- h. **S904-05G SP Pipe Outlet Armoring (c01):** Provide loose riprap with D50 of 6-inches as specified in Section 624 of the Standard Specifications. Acceptance will be by visual inspection.

Provide riprap/erosion control geotextile as specified in Section 640 of the Standard Specifications. Acceptance will be by ITD-849 with mill test reports and ITD-915 with invoices or bills of lading establishing chain of custody.

- i. **S904-05H SP Permanent BMPs (c01):** Provide fiber wattle as specified in Section 212 of the Standard Specifications. Acceptance will be by ITD-851.

Provide loose riprap with D50 of 6-inches as specified in Section 624 of the Standard Specifications. Acceptance will be by visual inspection.

Provide riprap/erosion control geotextile as specified in Section 640 of the Standard Specifications. Acceptance will be by ITD-849 with mill test reports and ITD-915 with invoices or bills of lading establishing chain of custody.

- j. **S904-05I SP CMP Unit Price Adjustment (c01):** None.

- k. **S911-05A SP Riprap Lined Ditch (c01):** Provide loose riprap with D50 of 6-inches as specified in Section 624 of the Standard Specifications. Acceptance will be by visual inspection.

Provide riprap/erosion control geotextile as specified in Section 640 of the Standard Specifications. Acceptance will be by ITD-849 with mill test reports and ITD-915 with invoices or bills of lading establishing chain of custody.

Acceptance of the completed ditch will be by visual inspection by the Engineer.

### 3. **CONSTRUCTION REQUIREMENTS:**

- a. **S901-05B SP 22.5 Degree CMP Elbow (c01):** As specified in Section 601 of the Standard Specifications.

- b. **S904-05A SP Storm Drain Modifications (c01):** As specified in Section 605 of the Standard Specifications.
- c. **S904-05B SP Removal of Storm Drain (c01):** As specified in Section 203 of the Standard Specifications.
- d. **S904-05C SP ITD Conduit Installation (c01):** As specified in Section 619.03 of the Standard Specifications. Salvage and re-use existing electrical boxes.
- e. **S904-05D SP Tree Removals (c01):** As specified in Section 202 of the Standard Specifications.
- f. **S904-05E SP Flowable Fill (c01):** Batch, transport, and place flowable fill as specified in Section 502 of the Standard Specifications.
- g. **S904-05F SP Cast in Place Storm Manhole (c01):** As specified in Section 509.03 of the Standard Specifications.
- h. **S904-05G SP Pipe Outlet Armoring (c01):** As specified in Sections 624 and 640 of the Standard Specifications.
- i. **S904-05H SP Permanent BMPs (c01):** As specified in Sections 212, 624, and 640 of the Standard Specifications.
- j. **S904-05I SP CMP Unit Price Adjustment (c01):** None.
- k. **S911-05A SP Riprap Lined Ditch (c01):** Construct a riprap lined ditch in reasonable conformity with the plans or as directed. Do not allow riprap placed in the ditch to alter the runoff flow patterns of the ditch or damage any of the adjacent pathway pavement, retaining wall, and other previous construction.

Place riprap and geotextile in prepared ditch as detailed in the plans. Place geotextile in accordance with Section 640. Place riprap in accordance with Section 624. Place the riprap to the thickness detailed in the plans. Place material on riprap/erosion control geotextile by hand or machinery without damage to the geotextile. Construct riprap stone filter check dams as shown in the plans; omit woven wire in stone filter check dams.

#### **4. METHOD OF MEASUREMENT:**

- a. **S901-05B SP 22.5 Degree CMP Elbow (c01):** The Engineer will measure acceptably completed work by the Each (EACH), including all labor, equipment, and materials necessary to complete the work.
- b. **S904-05A SP Storm Drain Modifications (c01):** The Engineer will measure acceptably completed work by the Lump Sum (LS), including all labor, equipment, and materials necessary to complete the work.
- c. **S904-05B SP Removal of Storm Drain (c01):** The Engineer will measure acceptably completed work by the Lump Sum (LS), including all labor, equipment, and materials necessary to complete the work.

- d. **S904-05C SP ITD Conduit Installation (c01):** The Engineer will measure acceptably completed work by the Lump Sum (LS), including all labor, equipment, and materials necessary to complete the work.
- e. **S904-05D SP Tree Removals (c01):** The Engineer will measure acceptably completed work by the Lump Sum (LS), including all labor, equipment, and materials necessary to complete the work.
- f. **S904-05E SP Flowable Fill (c01):** The Engineer will measure acceptably completed work by the Lump Sum (LS), including all labor, equipment, and materials necessary to complete the work.
- g. **S904-05F SP Cast in Place Storm Manhole (c01):** The Engineer will measure acceptably completed work by the Lump Sum (LS), including all labor, equipment, and materials necessary to complete the work.
- h. **S904-05G SP Pipe Outlet Armoring (c01):** The Engineer will measure acceptably completed work by the Lump Sum (LS), including all labor, equipment, and materials necessary to complete the work.
- i. **S904-05H SP Permanent BMPs (c01):** The Engineer will measure acceptably completed work by the Lump Sum (LS), including all labor, equipment, and materials necessary to complete the work.
- j. **S904-05I SP CMP Unit Price Adjustment (c01):** The Engineer will measure acceptably completed work by the Lump Sum (LS).
- k. **S911-05A SP Riprap Lined Ditch (c01):** The Engineer will measure acceptably completed work by the foot (FT) measured by plan quantity, including all labor, equipment, and materials necessary to complete the work. Stone check dams are incidental to the ditch.

5. **BASIS OF PAYMENT.** The Department will pay for accepted quantities at the agreed unit prices as follows:

**ESTIMATED DECREASE OF CONTRACT ITEMS AT CONTRACT PRICES**

|   |   |   |   |   |   |                            |      |
|---|---|---|---|---|---|----------------------------|------|
| - | - | - | - | @ | - | \$                         | -    |
|   |   |   |   |   |   | Total Estimated Decrease = | \$ - |

**ESTIMATE OF EXTRA WORK AT AGREED PRICES**

|          |                                                |          |   |    |           |      |           |
|----------|------------------------------------------------|----------|---|----|-----------|------|-----------|
| S901-05B | SP 22.5 Degree CMP Elbow (c01) - AVO 07, 11    | 2.0 EACH | @ | \$ | 1,227.42  | \$   | 2,454.84  |
| S904-05A | SP Storm Drain Modifications (c01) - AVO 6, 11 | 1.0 LS   | @ | \$ | 11,515.39 | = \$ | 11,515.39 |
| S904-05B | SP Removal of Storm Drain (c01) - AVO 04       | 1.0 LS   | @ | \$ | 8,379.00  | = \$ | 8,379.00  |
| S904-05C | SP ITD Conduit Installation (c01)              | 1.0 LS   | @ | \$ | 8,095.10  | \$   | 8,095.10  |
| S904-05D | SP Tree Removals (c01)                         | 1.0 LS   | @ | \$ | 9,827.00  | \$   | 9,827.00  |
| S904-05E | SP Flowable Fill (c01)                         | 1.0 LS   | @ | \$ | 3,693.61  | \$   | 3,693.61  |
| S904-05F | SP Cast in Place Storm Manhole (c01)           | 1.0 LS   | @ | \$ | 8,240.59  | \$   | 8,240.59  |
| S904-05G | SP Pipe Outlet Armoring (c01) - AVO 13         | 1.0 LS   | @ | \$ | 7,000.00  | \$   | 7,000.00  |
| S904-05H | SP Permanent BMPs (c01) - AVO 14               | 1.0 LS   | @ | \$ | 31,317.10 | \$   | 31,317.10 |
| S904-05I | SP CMP Unit Price Adjustment                   | 1.0 LS   | @ | \$ | 2,062.57  | \$   | 2,062.57  |
| S911-05A | SP Riprap Lined Ditch (c01) - AVO 14           | 189 FT   | @ | \$ | 119.00    | \$   | 22,491.00 |

Total Estimated Increase = \$ 115,076.20

**NET ESTIMATED INCREASE = \$ 115,076.20**



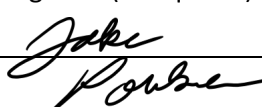
**CONTRACT TIME:** The date of substantial completion will be October 10, 2025, and Ready for Final Payment date will be August 1, 2026.

Attachments:

**AVO 01-14**

| Change in Contract Price                                                         |  | Change in Contract Times<br>[State Contract Times as either a specific date or a number of days] |                    |
|----------------------------------------------------------------------------------|--|--------------------------------------------------------------------------------------------------|--------------------|
| Original Contract Price:                                                         |  | Original Contract Times:                                                                         |                    |
| \$ 1,446,663.00                                                                  |  | Substantial Completion:                                                                          | September 5, 2025  |
|                                                                                  |  | Ready for final payment:                                                                         | January 17, 2026   |
| [Increase] [Decrease] from previously approved Change Orders No. 1 to No. [N/A]: |  | [Increase] [Decrease] from previously approved Change Orders No.1 to No. [N/A]:                  |                    |
| \$ Not applicable                                                                |  | Substantial Completion:                                                                          | N/A                |
|                                                                                  |  | Ready for final payment:                                                                         | N/A                |
| Contract Price prior to this Change Order:                                       |  | Contract Times prior to this Change Order:                                                       |                    |
| \$ 1,446,663.00                                                                  |  | Substantial Completion:                                                                          | September 15, 2025 |
|                                                                                  |  | Ready for final payment:                                                                         | January 17, 2026   |
| Increase this Change Order:                                                      |  | Increase this Change Order:                                                                      |                    |
| \$ 115,076.20                                                                    |  | Substantial Completion:                                                                          | October 10, 2025   |
|                                                                                  |  | Ready for final payment:                                                                         | August 1, 2026     |
| Contract Price incorporating this Change Order:                                  |  | Contract Times with all approved Change Orders:                                                  |                    |
| \$ 1,581,739.20                                                                  |  | Substantial Completion:                                                                          | October 10, 2025   |
|                                                                                  |  | Ready for final payment:                                                                         | August 1, 2026     |

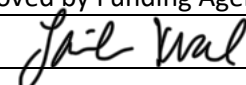
Recommended by Engineer (if required)

By: Jake Poulsen, PE   
 Title: Project Manager  
 Date: 7/15/26

Contractor

Florencio Castorena  
 Project Manager

Authorized by Owner (City of Pocatello)  
 By: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

Approved by Funding Agency (LHTAC)  
  
 Administrator  
 07/14/2026

March 06, 2025

Regarding: Monte Vista to Pocatello Creek Road Pathway Project, KN 23697

All,

On March 05, 2025, the City of Pocatello Engineering Department opened bids for the referenced project. Four bids were received, as follows:

|                            |                 |                |
|----------------------------|-----------------|----------------|
| 1) Sunroc Corporation      | Idaho Falls, ID | \$2,370,277.00 |
| 2) RS Jobber Inc.          | Pocatello, ID   | \$1,466,663.00 |
| 3) Mickelsen Construction  | Pocatello, ID   | \$1,848,925.20 |
| 4) Summit Construction LLC | Shoshone, ID    | \$2,924,718.91 |

Any discrepancies found in the bid documents were addressed based on the estimated quantities and the bid unit price. The City has elected to accept the bids. RS Jobber, Inc. is the apparent low bidder. We anticipate presenting to City Council on April 3, 2025 to accept the low responsive bid.

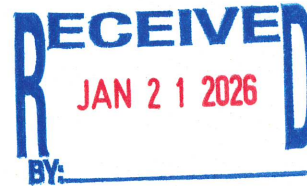
If you have any questions, contact me at 208-234-6228.

Sincerely,



Merril Quayle, P.E.  
City of Pocatello  
Public Works Engineer

Mayor Mark Dalhquist  
City of Pocatello  
911 N. 7<sup>th</sup> Avenue  
Pocatello, ID 83201



January 8, 2026

Dear Mayor Dalhquist,

The City of Pocatello has successfully completed numerous projects over the past few years, with several additional initiatives scheduled for the coming years. Portneuf Health Trust has played a significant role in these developments, reflecting a strong commitment to the health and safety of our community, as well as an understanding of the necessity for these enhancements within the City.

On December 9, 2021, Portneuf Health Trust provided matching funds of up to \$250,000 to support the design and construction of the Monte Vista to Pocatello Creek Pathway Project. This project has been well-received by the community, demonstrating strong engagement and usage of the newly established pathway. In terms of future developments, we aspire to collaborate closely on establishing connectivity between the Idaho State University Community and the Portneuf Wellness Complex.

After discussing with City employees, I learned that the local match for the Monte Vista to Pocatello Creek Pathway project did not fully use the total amount from Portneuf Health Trust. I also found out about other projects in the Idaho Transportation Department's Transportation Alternatives Program (TAP) that the Engineering Department is working on. One of these projects is the Brennan Trail Extension and Pedestrian Bridge. This will create a pathway that extends north from the end of the current Brennan Trail Path near the Pocatello Water Department. This project is in the design phase, and the estimated match amount is about \$14,200.

In addition, there are plans for other TAP projects on South 5th Avenue. These projects will develop sidewalks, curbs, and gutters on both sides of S. 5th Avenue. The estimated match amount for the southeast side is about \$40,025, and for the southwest side, it is about \$39,534. I authorize the use of any remaining funds to be used for future match amounts of these projects as they enter the construction phases.

Portneuf Health Trust seeks to authorize the utilization of the remaining funds from our donation to support matching payments for the aforementioned projects. Our organization is dedicated to enhancing safety and accessibility within the community, and we thus firmly endorse the allocation of these matching funds to facilitate the advancement of these vital projects.

Sincerely,



Shaun Menchaca  
President and CEO  
Portneuf Health Trust

CC: TOM Kirkman  
Kerri Farnsworth  
Brent McLane  
Christine Howe  
Rick Morgan  
Anne Butler