

TO: Mayor Dahlquist
City Council

FROM: Christine Howe, Grants Manager - Planning & Development Services Department
Cary Rhodes, Outdoor Recreation Manager - Parks & Recreation Department

DATE: Meeting of August 20, 2026

RE: Bid Acceptance and Contract Approval for the Upper City Creek Parking Lot Grading

The City conducted a request for bids for the Upper City Creek Parking Lot project. The City received 2 total bids for the project. After review of the bids, the lowest bidder was deemed non-responsive as they did not have and were unable to obtain a public works license. The next lowest bidder, Pro Builders, Inc. was determined to be the lowest responsive and responsible firm submitting a bid for the work with a total bid price of \$66,808.00.

Council may wish to:

- a) Accept the low bid received from Pro Builders, Inc. in the amount of \$66,808.00, and if accepted;
- b) Authorize a contract for the work between the City of Pocatello and Pro Builders, Inc. in the amount of \$66,808.00 for the Upper City Creek Parking Lot Grading project and authorize Change Orders up to 10% of the total contract and authorize the Mayor's signature on all pertinent documents, subject to Legal Department review.

The project will be funded through the Idaho Department of Parks and Recreation Recreational Trails Program (RTP) grant awarded to the City.

If you have questions or would like more information, please do not hesitate to contact me at chow@pocatello.gov or 208-234-6186.

To: City Council and Mayor
From: Matt Kerbs, Deputy City Attorney MK
Date: August 6, 2026
Re: Bid Award for Upper City Creek Parking Lot Grading

I have reviewed the above referenced documents and have no legal concerns with Council awarding the bid to Pro Builders, Inc, and authorizing the Mayor to sign all documents associated with the execution of this award and contract. Pro Builders was the only responsive bidder with the necessary public works license.

CONTRACT

Upper City Creek Parking Lot Grading

This Contract is by and between City of Pocatello (Owner) and
Pro Builders, Inc. (Contractor).

Owner and Contractor hereby agree as follows:

A. THE WORK

a. Work

- A. Work includes all labor, materials, equipment, services, and documentation necessary to construct the Project defined herein. The Work may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
- B. The Contractor shall complete all Work as specified or indicated in the Contract Documents. The Project is generally described as follows:
 1. **Upper City Creek Parking Lot Grading**, which includes **creation of a parking area at the Upper City Creek trailhead by grading the existing lot area as well as clearing and grubbing the work area to create an appx. 80-stall parking area at this trailhead.**
 2. The Site of the Work includes property, easements, and designated work areas described in greater detail in the Contract Documents but generally located **on approximately 2 acres of City-owned land within the City Creek Land Management area at Upper City Creek trailhead, Pocatello ID 83204.**

B. CONTRACT DOCUMENTS

a. Intent of Contract Documents

- A. It is the intent of the Contract Documents to describe a functionally complete project. The Contract Documents do not indicate or describe all of the Work required to complete the Project. Additional details required for the correct installation of selected products are to be provided by the Contractor and coordinated with the Owner and Project Manager. This Contract supersedes prior negotiations, representations, and agreements, whether written or oral. The Contract Documents are complementary; what is required by one part of the Contract Documents is as binding as if required by other parts of the Contract Documents.
- B. During the performance of the Work and until final payment, Contractor and Owner shall submit all matters in question concerning the requirements of the Contract Documents, or relating to the acceptability of the Work under the Contract Documents to the Project Manager. Project Manager will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.
- C. Project Manager will render a written clarification, interpretation, or decision on the issue submitted, or initiate a modification to the Contract Documents.

- D. Contractor, and its subcontractors and suppliers, shall not have or acquire any title to or ownership rights to any of the Drawings, Specifications, or other documents (including copies or electronic media editions) prepared by Project Manager or its consultants.
- b. Contract Documents Defined
 - A. The Contract Documents consist of the following documents:
 - 1. This Contract
 - 2. Scope of Work
 - 3. Project Map
 - 4. Addenda
 - 5. The following which may be delivered or issued on or after the Effective Date of the Contract:
 - a. Exhibit A – Notice of Award
 - b. Exhibit B – Preconstruction Report
 - c. Exhibit C – Scope of Work
 - d. Exhibit D – Confirmation of Bid
 - e. Exhibit E – Non-Collusion Affidavit
 - f. Exhibit F – Certification Regarding Lobbying
 - g. Exhibit G – Change Order
 - h. Exhibit H-1 – Materials Lien Waiver
 - i. Exhibit H-2 - Lien Waiver
 - j. Exhibit H-3 – Final Lien Waiver
 - k. Exhibit I – Final Inspection
 - l. Exhibit J – Pay Request

C. PROJECT MANAGER

- a. Project Manager
 - A. The Project Manager for this Project is **the City of Pocatello**.

D. CONTRACT TIMES

- a. Contract Times
 - A. The Work will be completed and ready for final payment on or before **October 1, 2026**.
- b. Liquidated Damages
 - A. Contractor and Owner recognize that time is of the essence in the performance of the Contract, and that Owner will incur damages if Contractor does not complete the Work according to the requirements of Paragraph 4.01. Because such damages for delay would be difficult and costly to determine, Owner and Contractor agree that as liquidated damages for delay (but not as a

penalty) Contractor shall pay Owner \$100 for each day that expires after the Contract Time for substantial completion.

c. Delays in Contractor's Progress

- A. If Owner, Project Manager, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor or their subcontractors or suppliers.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times.
- D. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor or Contractor's subcontractors or suppliers.

d. Progress Schedules

- A. Contractor shall develop a progress schedule and submit to the Project Manager for review and comment before starting Work on the Site. The Contractor shall modify the schedule in accordance with the comments provided by the Project Manager.
- B. The Contractor shall update and submit the progress schedule to the Project Manager each month. The Owner may withhold payment if the Contractor fails to submit the schedule.

E. CONTRACT PRICE

a. Payment

- A. Owner shall pay Contractor in accordance with the Contract Documents at the following unit prices for each unit of Work completed:

ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE (Quantity x Unit Price)
Acquiring all applicable local permits	n/a			\$500.00
Traffic Control (MUTCD)	n/a			\$1000.00
Erosion and sediment	Each	1	\$	\$3500.00

control				
202.C.1 Excavation, Clearing and grubbing of the work area including hauling and disposal of excess material	CY	331	\$70.00	\$23,170.00
802.A.1 Place 6" depth— 3/4" minus crushed aggregate leveling course compacted to 95% standard proctor density	CY	466	\$53.00	\$24,698.00
8. Remove and retain existing gate	Each	1	\$1000.00	\$1000.00
4.& 10. Re-grade existing access road to match	n/a			\$2700.00
Mobilization	Each	1	\$5500.00	\$5500.000
Best Management Practices	n/a			\$2000.00
Schedule all necessary inspections	n/a			\$500.00
1. Cleanup construction site, return at least to conditions present before work started.	n/a			\$2240.00
Total Contract Price for Project	\$66,808.00			

Payment will be made in an amount equal to the total of all extended prices for actual Work completed. The extended price is determined by multiplying the unit price times the actual quantity of that Work item completed. Actual quantities installed will be determined by the Project Manager.

- a. Progress Payments
- b. Acceptance and Final Payment

- A. The balance of available funds and retention may be requested as final payment when Exhibit I has been executed by all parties. Before requesting final payment, the Contractor shall have completed all of the work in the contract, completed the punch list of items to be corrected, received all of the required Building Department sign offs for occupancy and final inspections, and submit the above to the City of Pocatello, Planning and Development Services Division, with the request for final payment. Provided, however, that no examination or inspection made by any Approving Agency at any time, including a final City examination or inspection made to ascertain that the property now meets all City codes, shall relieve Contractor of responsibility to remedy any deviation, deficiency, or defect in the work and labor performed or in the materials furnished if the same is not in strict compliance with the terms and specifications of the Contract.

G. BONDS AND INSURANCE

NOTES TO USER: Requirements for bonds vary significantly between private and public owners, and with Laws and Regulations of the Project jurisdiction. Modify Paragraph 6.01 to comply with applicable Laws and Regulations.

a. Insurance

- A. Before starting Work, Contractor shall furnish evidence of insurance from companies that are duly licensed or authorized in the jurisdiction in which the Project is located with a minimum AM Best rating of A-VII or better. Contractor shall provide insurance in accordance with the following:

- 1. Contractor shall provide coverage for not less than the following amounts, or greater where required by Laws and Regulations:

a. Workers' Compensation:

State:	<u>Statutory</u>
Employer's Liability:	
Bodily Injury, each Accident	\$ <u>\$1,000,000</u>
Bodily Injury By Disease, each Employee	\$ <u></u>
Bodily Injury/Disease Aggregate	\$ <u></u>

b. Commercial General Liability:

General Aggregate	\$ <u>\$1,000,000</u>
Products - Completed Operations Aggregate	\$ <u>\$2,000,000</u>
Personal and Advertising Injury	\$ <u>\$1,000,000</u>
Each Occurrence (Bodily Injury and Property Damage)	\$ <u>\$1,000,000</u>

c. Automobile Liability herein:

NOTES TO USER: Automobile Liability Insurance may be listed as Bodily Injury and Property Damage or a Combined Single Limit that covers both. Choose Bodily Injury and Property Damage or a Combined Single Limit and delete the lines not used.

Bodily Injury:

Each Person \$ _____

Each Accident \$ _____

Property Damage:

Each Accident \$ _____

Combined Single Limit of: \$ \$1,000,000

d. Excess or Umbrella Liability:

Per Occurrence \$ \$1,000,000

General Aggregate \$ \$2,000,000

e. Contractor's Pollution Liability:

Each Occurrence \$ _____

General Aggregate \$ _____

- B. All insurance policies required to be purchased and maintained will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the insured and additional insured.
- C. Automobile liability insurance provided by Contractor shall provide coverage against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.
- D. Contractor's commercial general liability policy shall be written on a 1996 or later ISO commercial general liability occurrence form and include the following coverages and endorsements:
1. Products and completed operations coverage maintained for three years after final payment;
 2. Blanket contractual liability coverage to the extent permitted by law;
 3. Broad form property damage coverage; and
 4. Severability of interest; underground, explosion, and collapse coverage; personal injury coverage.
- E. The Contractor's commercial general liability and automobile liability, umbrella or excess, and pollution liability policies shall include and list Owner and Project Manager and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each as additional insureds; and the insurance afforded to these additional insureds shall

provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis.

1. Additional insured endorsements will include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
 2. Contractor shall provide ISO Endorsement CG 20 32 07 04, "Additional Insured—Project Managers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent for design professional additional insureds.
- F. Umbrella or excess liability insurance shall be written over the underlying employer's liability, commercial general liability, and automobile liability insurance. Subject to industry-standard exclusions, the coverage afforded shall be procured on a "follow the form" basis as to each of the underlying policies. Contractor may demonstrate to Owner that Contractor has met the combined limits of insurance (underlying policy plus applicable umbrella) specified for employer's liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policies and an umbrella or excess liability policy.
- G. The Contractor shall provide property insurance covering physical loss or damage during construction to structures, materials, fixtures, and equipment, including those materials, fixtures, or equipment in storage or transit.
- H. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 15.

H. CONTRACTOR'S RESPONSIBILITIES

a. Supervision and Superintendence

- A. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, safety, and procedures of construction.
- B. Contractor shall assign a competent resident superintendent who is to be present at all times during the execution of the Work. This resident superintendent shall not be replaced without written notice to and approval by the Owner and Project Manager except under extraordinary circumstances.
- C. Contractor shall at all times maintain good discipline and order at the Site.
- D. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday.

b. Other Work at the Site

- A. In addition to and apart from the Work of the Contractor, other work may occur at or adjacent to the Site. Contractor shall take reasonable and customary measures to avoid damaging, delaying,

disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.

c. Services, Materials, and Equipment

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work shall be new, of good quality and shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable supplier, except as otherwise may be provided in the Contract Documents.

d. Quality Management

- A. Contractor is fully responsible for the managing quality to ensure Work is completed in accordance with the Contract Documents.

e. Licenses, Fees and Permits

- A. Contractor shall pay all license fees and royalties and assume all costs incident to performing the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others.
- B. Contractor shall obtain and pay for all construction permits and licenses unless otherwise provided in the Contract Documents.

f. Laws and Regulations; Taxes

- A. Contractor shall give all notices required by and shall comply with all local, state, and federal Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Project Manager shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Project Manager, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages if Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations.
- C. Contractor shall pay all applicable sales, consumer, use, and other similar taxes Contractor is required to pay in accordance with Laws and Regulations.

g. Record Documents

- A. Contractor shall maintain one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved shop drawings in a safe place at the Site. Contractor shall annotate them to show changes made during construction. Contractor shall deliver these record documents to Project Manager upon completion of the Work.

h. Safety and Protection

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work.
- B. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. All persons on the Site or who may be affected by the Work;
 - 2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. Other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of construction.
- C. All damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, or anyone for whose acts the Contractor may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Contract Documents or to the acts or omissions of Owner or Project Manager and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor).
- D. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.
- E. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor shall act to prevent threatened damage, injury, or loss. Contractor shall give Project Manager prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Project Manager determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

i. Shop Drawings, Samples, and Other Submittals

- A. Contractor shall review and coordinate the shop drawing and samples with the requirements of the Work and the Contract Documents and shall verify all related field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information.
- B. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
- C. With each submittal, Contractor shall give Project Manager specific written notice, in a communication separate from the submittal, of any variations that the shop drawing or sample may have from the requirements of the Contract Documents.
- D. Project Manager will provide timely review of shop drawings and samples.
- E. Project Manager's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs.

- F. Project Manager's review and approval of a separate item does not indicate approval of the assembly in which the item functions.
- G. Contractor shall make corrections required by Project Manager and shall return the required number of corrected copies of shop drawings and submit, as required, new samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Project Manager on previous submittals.
- H. Shop drawings are not Contract Documents.
- j. Warranties and Guarantees
 - A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Project Manager and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.
- k. Correction Period
 - A. If within one year after the date of substantial completion, any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly and without cost to Owner, correct such defective Work.
- l. Indemnification
 - A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Project Manager, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of Project Managers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts they may be liable.

I. OWNER'S RESPONSIBILITIES

- a. Owner's Responsibilities
 - A. Except as otherwise provided in the Contract Documents, Owner shall issue all communications to Contractor through Project Manager.
 - B. Owner shall make payments to Contractor as provided in this Contract.
 - C. Owner shall provide Site and easements required to construct the Project.
 - D. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, unless stated elsewhere in the Contract Documents, Owner shall have sole authority and responsibility for such coordination.

- E. The Owner shall be responsible for performing inspections and tests required by applicable codes.
- F. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- G. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- H. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

J. PROJECT MANAGER'S STATUS DURING CONSTRUCTION

a. Project Manager's Status

- A. Project Manager will be Owner's representative during construction. The duties and responsibilities and the limitations of authority of Project Manager as Owner's representative during construction are set forth in this Contract.
- B. Neither Project Manager's authority or responsibility under this Article 9 or under any other provision of the Contract, nor any decision made by Project Manager in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Project Manager, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Project Manager to Contractor, any subcontractor, any supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- C. Project Manager will make visits to the Site at intervals appropriate to the various stages of construction. Project Manager will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work.
- D. Project Manager has the authority to reject Work if Contractor fails to perform Work in accordance with the Contract Documents.
- E. Project Manager will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work.
- F. Project Manager will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Project Manager will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

K. CHANGES IN THE WORK

a. Authority to Change the Work

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work.

b. Change Orders

- A. Owner and Contractor shall execute appropriate Change Orders covering:
 - 1. Changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 - 2. Changes in the Work which are: (a) ordered by Owner or (b) agreed to by the parties or (c) resulting from the Project Manager's decision, subject to the need for Project Manager's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other Project Management or technical matters; and
 - 3. Changes in the Contract Price or Contract Times or other changes which embody the substance of any final binding results under Article 12.
- B. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

L. DIFFERING SUBSURFACE OR PHYSICAL CONDITIONS

a. Differing Conditions Process

- A. If Contractor believes that any subsurface or physical condition including but not limited to utilities or other underground facilities that are uncovered or revealed at the Site either differs materially from that shown or indicated in the Contract Documents or is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract Documents then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency), notify Owner and Project Manager in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.
- B. After receipt of written notice, Project Manager will promptly:
 - 1. Review the subsurface or physical condition in question;
 - 2. Determine necessity for Owner obtaining additional exploration or tests with respect to the condition;
 - 3. Determine whether the condition falls within the differing site condition as stated herein;
 - 4. Obtain any pertinent cost or schedule information from Contractor;
 - 5. Prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and
 - 6. Advise Owner in writing of Project Manager's findings, conclusions, and recommendations.
- C. After receipt of Project Manager's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating

whether any change in the Drawings or Specifications will be made, and adopting or rejecting Project Manager's written findings, conclusions, and recommendations, in whole or in part.

M. CLAIMS AND DISPUTE RESOLUTION

a. Claims Process

- A. The party submitting a claim shall deliver it directly to the other party to the Contract and the Project Manager promptly (but in no event later than 10 days) after the start of the event giving rise thereto.
- B. The party receiving a claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the claim through the exchange of information and direct negotiations. All actions taken on a claim shall be stated in writing and submitted to the other party.
- C. If efforts to resolve a claim are not successful, the party receiving the claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the claim within 45 days, the claim is deemed denied.
- D. If the dispute is not resolved to the satisfaction of the parties, Owner or Contractor shall give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction unless the Owner and Contractor both agree to an alternative dispute resolution process.

N. TESTS AND INSPECTIONS; CORRECTION OF DEFECTIVE WORK

a. Tests and Inspections

- A. Owner and Project Manager will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access.
- B. Contractor shall give Project Manager timely notice of readiness of the Work for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- C. If any Work that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Project Manager, Contractor shall, if requested by Project Manager, uncover such Work for observation. Such uncovering shall be at Contractor's expense.

b. Defective Work

- A. Contractor shall ensure that the Work is not defective.
- B. Project Manager has the authority to determine whether Work is defective, and to reject defective Work.
- C. Prompt notice of all defective Work of which Owner or Project Manager has actual knowledge will be given to Contractor.
- D. The Contractor shall promptly correct all such defective Work.
- E. When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

- F. If the Work is defective or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

O. PAYMENTS TO CONTRACTOR

a. Progress Payments

- A. The Contractor shall prepare a schedule of values that will serve as the basis for progress payments. The schedule of values will be in a form of application for payment acceptable to Project Manager including Exhibit J Payment Request Form. The unit price breakdown submitted with the bid will be used for unit price work. Break lump sum items into units that will allow for measurement of Work in progress.
- B. Progress payments shall not exceed ninety percent (90%) of the value of work satisfactorily completed and approved, unless the work resulted from a single, line-item bid and is under individual contract. Ten percent (10%) will be held from the initial contract amount as retention. The balance of available funds and retention may be requested as final payment once Final Inspection/Completion/Acceptance (Exhibit I) has been executed by all parties.
- C. The value of the work satisfactorily completed is based on the Contract process of labor and materials incorporated in the work and of materials suitably and safely stored at the site as estimated by the Contractor and approved in writing by the City. Materials-only advances may be approved upon the Contractor's provision of a vendor-produced itemized materials/price list with the property address identified. A paid receipt for all materials advanced must accompany the first progress payment request. Approval of the progress payments by the City will be withheld if the Contractor has not performed in accordance with the provisions of these contract documents and/or the percentage of the work completed does not comply with the respective progress payment requested.
- D. Lien Waivers – Each progress payment request shall be released upon the execution of the appropriate Lien Waiver (Exhibit H) from each supplier, materialman, subcontractor, and the Contractor. Failure to provide these releases with the request will result in a delay in the payment.
- E. Pay requests must be complete with all requirements, approved by the City and submitted to the City's Finance Department. City shall make all efforts to process payments on or before

b. Contractor's Warranty of Title

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

c. Substantial Completion

- A. The Contractor shall notify Owner and Project Manager in writing that the Work is substantially complete and request the Project Manager issue a certificate of substantial completion when Contractor considers the Work ready for its intended use. Contractor shall at the same time submit to Owner and Project Manager an initial draft of punch list items to be completed or corrected before final payment.
- B. Project Manager will make an inspection of the Work with the Owner and Contractor to determine the status of completion. If Project Manager does not consider the Work substantially

complete, Project Manager will notify Contractor and Owner in writing giving the reasons therefor.

- C. If Project Manager considers the Work substantially complete or upon resolution of all reasons for non-issuance of a certificate identified in 14.06.B, Project Manager will deliver to Owner a certificate of substantial completion which shall fix the date of substantial completion and include a punch list of items to be completed or corrected before final payment.
- d. **Final Inspection**
 - A. Upon written notice from Contractor that the entire Work is complete, Project Manager will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.
- e. **Final Payment**
 - A. Contractor may make application for final payment after Contractor has satisfactorily completed all Work defined in the Contract, including providing all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents and other documents.
 - B. The final application for payment shall be accompanied (except as previously delivered) by:
 - 1. All documentation called for in the Contract Documents;
 - 2. Consent of the surety to final payment;
 - 3. Satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any liens or other title defects, or will so pass upon final payment;
 - 4. A list of all disputes that Contractor believes are unsettled; and
 - 5. Complete and legally effective releases or waivers (satisfactory to Owner) of all lien rights arising out of the Work, and of liens filed in connection with the Work.
 - C. The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Project Manager's written recommendation of final payment.
- f. **Waiver of Claims**
 - A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor.
 - B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted.

P. SUSPENSION OF WORK AND TERMINATION

- a. **Owner May Suspend Work**
 - A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 60 consecutive days by written notice to Contractor and Project Manager. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the

date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension.

b. Owner May Terminate for Cause

- A. Contractor's failure to perform the Work in accordance with the Contract Documents or other failure to comply with a material term of the Contract Documents will constitute a default by Contractor and justify termination for cause.
- B. If Contractor defaults in its obligations, then after giving Contractor and any surety ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
 - 1. Declare Contractor to be in default, and give Contractor and any surety notice that the Contract is terminated; and
- C. Owner may not proceed with termination of the Contract under Paragraph 15.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- D. In the case of a termination for cause, if the cost to complete the Work, including related claims, costs, losses, and damages, exceeds the unpaid contract balance, Contractor shall pay the difference to Owner.

c. Owner May Terminate for Convenience

- A. Upon seven days written notice to Contractor, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for, without duplication of any items:
 - 1. Completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 - 3. Other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

d. Contractor May Stop Work or Terminate

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner, and provided Owner does not remedy such suspension or failure within that time, either stop the Work until payment is received, or terminate the Contract and recover payment from the Owner.

Q. CONTRACTOR'S REPRESENTATIONS

a. Contractor Representations

A. Contractor makes the following representations when entering into this Contract:

1. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. 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 Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents 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.
5. 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.
6. 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.
7. Contractor has given Project Manager written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Project Manager is acceptable to Contractor.
8. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
9. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that, without exception, all prices in the Contract are premised upon performing and furnishing the Work required by the Contract Documents.

R. MISCELLANEOUS

a. Cumulative Remedies

- A.** The duties and obligations imposed by this Contract and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in

the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

b. Limitation of Damages

- A. Neither Owner, Project Manager, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

c. No Waiver

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

d. Survival of Obligations

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

e. 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.

f. Controlling Law

- A. This Contract is to be governed by the law of the state in which the Project is located.

g. Israel Boycott

- A. Pursuant to Idaho Code §67-2346 (2), Contractor hereby certifies that is not currently engaged in, and will not for the duration of this contract engage in, a boycott of goods or services from Israel or territories under its control.

h. Dispute Resolution and Attorneys' Fees

- A. For any matter subject to final resolution under this Article, the prevailing party shall be entitled to an award of its attorneys' fees incurred in the final resolution proceedings, in an equitable amount to be determined in the discretion of the court, arbitrator, arbitration panel, or other arbiter of the matter subject to final resolution, taking into account the parties' initial demand or defense positions in comparison with the final result.

i. Designated Representatives

CONTRACTOR
Pro Builders Inc.
Tiffany Frasure
970 West Cedar
Pocatello, ID 83201
tiffany@probuildersidaho.com
208-233-3111

OWNER & PROJECT MANAGER
City of Pocatello
Cary Rhodes, Outdoor Recreation
Manager
Cary.rhodes@pocatello.gov
208-705-5764

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

This Contract will be effective on August 21, 2026 (which is the Effective Date of the Contract).

OWNER:

City of Pocatello

CONTRACTOR:

By: _____

Title: Mayor

By: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Title: _____

Attest: _____

Title: _____

Address for giving notices:

Address for giving notices:

License No.: _____

(where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Contract.)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

Exhibit A

Notice of Award

Revised 8/2021

City of Pocatello Upper City Creek Parking Lot Grading

Exhibit B

PRECONSTRUCTION REPORT

Exhibit C
Scope of Work

PROJECT OVERVIEW

Project Specifications Include:

Contractor is responsible for ALL of the following:

City of Pocatello Upper City Creek Parking Lot Grading

Exhibit D

CONFIRMATION OF BID/CONTRACTOR'S PROPOSAL

Exhibit E

Contractor's Non-Collusion Affidavit

City of Pocatello Upper City Creek Parking Lot Grading

**Exhibit F
Certification Regarding Lobbying**

All Contractors and Subcontractors

City of Pocatello Upper City Creek Parking Lot Grading

**Exhibit G
Change Order**

Change Order # _____

Date: _____

☐☐☐☐

City of Pocatello Upper City Creek Parking Lot Grading

Exhibit H-1

Unconditional Lien Waiver For Materials

Project Address _____

City of Pocatello Upper City Creek Parking Lot Grading

Exhibit H-2

**Unconditional Lien Waiver and
Acknowledgement of Progress Payment**

Project Address _____

City of Pocatello Upper City Creek Parking Lot Grading

Exhibit H-3

**City of Pocatello
Notice of Completion,
Unconditional Lien Waiver, and
Acknowledgement of Final Payment**

Project Address/Legal Description _____

final _____

EXHIBIT I
FINAL INSPECTION/COMPLETION/ACCEPTANCE

Project Address:

Contractor: _____

Owner Certification of Completion/Acceptance:

1)

2)

3)

4)

5)

Owner(s) Approval: _____

Contractor Certification:

1)

2)

3)

4)

Project Manager Certification:

Grant Administrator Acknowledgement:

☐ **Final**

- | | |
|--|----------|
| 1. Original Contract Amount | \$ _____ |
| 2. Total Approved Changed Orders | \$ _____ |
| A. _____ | |
| B. _____ | |
| 3. Revised Contract Amount
(Line 1 + Line 2) | \$ _____ |
| 4. Previous Payments to Date | \$ _____ |
| 5. Currently Available Funding
(Line 3 – Line 4) | \$ _____ |
| 6. Current Payment Request
(see attached spreadsheet) | \$ _____ |
| 7. Balance of Available Funds Remaining | \$ _____ |

Vendor #	Date
Account #	
Project #	
Amount \$	
Dept. Approval	
Budget Approval	
Group #	Trans #

From: [Kirkman, Tom](#)
To: [Howe, Christine](#)
Cc: [Rhodes, Cary](#); [Elliott, Jared](#); [Allen, Skyler](#)
Subject: Re: Bid Approval for IDPR Upper City Creek Project
Date: Tuesday, July 28, 2026 10:14:14 AM
Attachments: [image001.png](#)
[image001.png](#)
[20260616152706480.pdf](#)

Thank you for the update. I approve proceeding with Pro Builders as the lowest responsive bidder. Please move forward with issuing the notice and preparing the contract documents for Council consideration.

Thank you!

-Tom

On Jul 23, 2026, at 7:29 AM, Howe, Christine <chowe@pocatello.gov> wrote:

Hi Tom – We solicited bids for the Upper City Creek Parking Lot regarding that is funded through an IDPR grant. Skyler and Jared have been working on this project with me and Cary.

Per the City's purchase policy the Director of Public Works is to approve the lowest responsive bid. Attached here is the bid from Pro Builders. They were the second lowest bid but only responsive bid, as the lowest did not have a public works license.

Please let me know if this is approved and I will issue a notice and begin drafting contract documents to go to Council.

Any questions, let me know. Thanks!

Christine Howe
Grants Manager
Planning & Development Services
Phone: (208) 234-6186
www.pocatello.gov

BID PRICE SHEET (PAGE 1 OF 2)				
ADDRESS: Upper City Creek Trailhead, Pocatello ID 83204		Project: Upper City Creek Parking Lot Grading		
BID ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE (Quantity x Unit Price)
Acquiring all applicable local permits	n/a			\$ 500 ⁰⁰
Traffic Control (MUTCD)	n/a			\$ 1000 ⁰⁰
Erosion and sediment control	Each	1	\$ 3500 ⁰⁰	\$ 3500 ⁰⁰
202.C.1 Excavation, Clearing and grubbing of the work area including hauling and disposal of excess material	CY	331	\$ 70 ⁰⁰	\$ 23,170
802.A.1 Place 6" depth—3/4" minus crushed aggregate leveling course compacted to 95% standard proctor density	CY	466	\$ 53 ⁰⁰	\$ 24,698 ⁰⁰
8. Remove and retain existing gate	Each	1	\$ 1000 ⁰⁰	\$ 1000 ⁰⁰
4. & 10. Re-grade existing access road to match	n/a			\$ 2700 ⁰⁰
Mobilization	Each	1	\$ 5500	\$ 5500
Best Management Practices	n/a			\$ 2,000 ⁰⁰
Schedule all necessary inspections	n/a			\$ 500 ⁰⁰
1. Cleanup construction site, return at least to conditions present before work started.	n/a			\$ 2240 ⁰⁰
Total Bid Price for Project			\$	66,808 ⁰⁰

 Vice President 6-16-2026
 Acknowledge Addendum 1:2

BID PRICE SHEET (PAGE 2 of 2)

ADDRESS: Upper City Creek Trailhead, Pocatello ID 83204

Project: Upper City Creek Parking Lot Grading

Anticipated start date: 7-6-2026 or later

Total completion time: 14 days

Completion Date: 7-24-2026 or later

Contractor Name: Tiffany L. Frasure

Company Name: Pro Builders, Inc **Phone:** 208-233-3111

Address: 970 West Cedar **Email:** tiffany@probuildersidaho.com

City, State, & Zip Code: Pocatello, ID 83201

City License No.: 1194

State License No.: RCE-7172

Public Works License No.: PWC-C 10365

Subcontractor List:

If contractor plans to subcontract any part of this work, please list those subcontractor(s) below. If none, please write N/A. Any changes to your list must be approved by the City of Pocatello prior to contract signing. At contract signing, final subcontractor(s) and their license number(s) must be provided. Failure to complete and return this form may render the bid unresponsive and void.

I have reviewed the project description for the Upper City Creek Parking Lot Grading at Upper City Creek Trailhead, Pocatello, Idaho 83204, and verified the project bid total before signing this bid.

The undersigned certifies under penalties of perjury that this bid has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.



**CITY OF POCATELLO
REQUEST FOR BIDS**

Upper City Creek Parking Lot Grading

COORDINATOR: Planning & Development Services and Parks and Recreation Department
LOCATION: Upper City Creek Trailhead, Pocatello, Idaho 83204

PROJECT MANAGER: Cary Rhodes, Outdoor Recreation Manager
Office: 208-234-6237 **Cell:** 208-705-5764 **Email:** cary.rhodes@pocatello.gov

BID CONTACT: Christine Howe, Grants Manager
Office: 208-234-6186 **Email:** chowe@pocatello.gov

BID RELEASE DATE: 06/02/2026 after 3:00p.m. MT

BID DUE DATE: 06/16/2026 @ 4:00p.m. MT

The City of Pocatello is seeking bids from licensed contractors for a **parking lot grading project at the City of Pocatello's Upper City Creek Trailhead, Pocatello ID, 83204 located at approximately 42.84805711969446, -112.46023335892963.** Bidders can email, mail or hand-deliver **the completed City of Pocatello bid forms.** Bids can be mailed or delivered to City of Pocatello, Planning & Development Services Department, **"Upper City Creek Parking Lot Grading"**, 911 N. 7th Avenue, Pocatello ID 83201. Bids may also be emailed to chowe@pocatello.gov.

NOTE: **The Bid Price Sheets must be filled out completely, signed and returned.** A bid may be considered non-responsive if the Bid Price Sheets are incomplete.

Section 3, minority- and women-owned businesses are especially encouraged to apply, as are businesses located within the City's municipal boundaries. The City of Pocatello offers a preference for documented Section 3 businesses or individuals on this project. Forms for certification as a Section 3 business or individual can be obtained by calling 208-234-6186.

This project is funded through an Idaho Department of Parks and Recreation (IDPR) Recreation Trails Program (RTP) grant and is subject to all federal, state, and local requirements.

QUESTIONS: Interested bidders must submit questions to Christine Howe at 208-234-6186 or chowe@pocatello.gov. Questions will be accepted until June 10, 2026 until 5:00PM MT. All responses to questions will be issued via written addendum.

A SITE VISIT IS STRONGLY ENCOURAGED. You may inspect the job by making an appointment. If you'd like to make an appointment contact Cary Rhodes directly at 208-705-5764.

Fill out all line items on required pages. Bid must be good for 90 days. The City will select the most responsive and responsible bidder offering the lowest total price. The City may also take into consideration the bidder's capacity to complete the project in a timely manner, and past performance of the bidder. The City reserves the right to reject any or all bids. Contractors will be notified of the award by phone. The contractor selected will be notified of the date and time set for the required preconstruction conference and contract signing. All permits, labor and materials costs must be included in bid. **The successful bidder shall have five (5) business days from being notified that they are the successful bidder, in which to provide evidence of current bonding, licensing and worker's compensation.**

AN EQUAL OPPORTUNITY EMPLOYER | VETERAN'S PREFERENCE

SCOPE OF WORK

PROJECT OVERVIEW

This project includes the creation of a parking area at the Upper City Creek Trailhead, located in Pocatello ID, 83204 at approximately 42.84805711969446, -112.46023335892963. The purpose of the project is to grade the existing lot area as well as clear and grub the work area to create an approximate 80 stall parking area that can accommodate vehicles and trailers. The project shall be completed in accordance with the Construction Plans included in this solicitation.

Contractor is also responsible for traffic control throughout the duration of the project and must adhere to the Manual on Uniform Traffic Control Devices (MUTCD) and City of Pocatello Street Department requirements. Vehicle access must be maintained on one side of the street at all times. Contractor shall provide one bid price for traffic control, mobilization, and best management practices. This project is funded through a Idaho Department of Parks & Recreation (IDPR) Recreation Trails Program (RTP) grant and must meet all requirements under those programs.

Contractors shall refer to the project photos for reference. A site visit is highly recommended.

Project Specifications Include:

- Installation of silt fence and other necessary measures for temporary erosion and sedimentation control.
- Excavation, Clearing and grubbing of the work area
- Hauling and disposal of all grubbing/excess material
- All areas to be graded are depicted on the construction plans.
- Placement of aggregate to the final grades shown on the construction plans.
- Placement will be followed by compaction of road base to 95% standard proctor density. Contractor will provide documentation of two passing compaction tests of the parking area. Once two passing tests are achieved, Contractor will compact the rest of the parking area following method specifications.
- Revegetation of areas disturbed outside of the parking area will occur naturally and not require seeding.
- All work shall follow the Construction Plans

Contractor is responsible for ALL of the following:

- Provide erosion and sedimentation control of work area
- Provide dust control of work area
- Contractor to protect and retain existing road (City Creek Road).
- Contractor to acquire all applicable permits
- Contractor to schedule all necessary inspections
- All work to be completed in accordance with and meet current City Codes and Standards
- Call Dig Line (811) to determine utility locations
- Follow current MUTCD for vehicle and pedestrian traffic control
- Cleanup construction site, return at least to conditions present before work started
- All measurements and material quantities to be verified by contractor
- Contractor to maintain all required licenses, including state and local public works licenses

GENERAL CONDITIONS

GENERAL: Contractor agrees to furnish all of the materials, obtain necessary approvals and permits, and perform all of the labor to complete the repairs and improvements being bid. Contractor agrees to perform all work in accordance with applicable building codes for the total price listed. Contractors working on projects funded by the City of Pocatello's IDPR RTP Grant funds must meet all requirements of the program regulations. Bids must be good for 90 days. Contractor must save and protect all surrounding property and right-of-way areas. Any damage of any sort must be repaired at Contractor's expense, prior to release of final payment.

PRE-BID REVIEW & INSPECTION: Before submitting a bid, Contractor shall carefully examine any specifications, addenda, and plans; visit the work site, including attending the walk-through, if required; verify all measurements; fully inform him/herself as to all existing conditions and limitations; and include in the bid a sum to cover the cost of all items included in the bid request. Change orders shall not be granted for anything concerning that which the bidder might have fully informed him/herself about prior to bidding.

DAVIS-BACON WAGE RATES: For projects subject to Davis-Bacon wage rates, see attached wage decision. For further information on Davis-Bacon requirements, contact Lisa Devlin at 208-234-6188 or ldevlin@pocatello.gov

WORKERS COMPENSATION: If contractor or subcontractor plans to use current or new employees for this project, proof of Workers Compensation coverage must be presented for verification before contract is signed.

NEW MATERIALS REQUIRED: All materials used in connection with this project are to be new, of first quality, and without defects, unless stated otherwise and pre-approved by the Owner. All material costs are to be included in the bid, unless explicitly stated in the bid request that the Owner will supply a particular material, fixture, etc. Quality of materials provided by owner shall be "B" grade at a minimum.

MATERIALS DISPOSAL: All materials removed from the project site must be properly disposed of at a legal landfill and meet all federal, state, and local requirements. Any materials removal/handling requirements for a given landfill are the Contractor's full responsibility. ~~Where applicable, a copy of the "Asbestos Waste Shipment Report" of disposal will be required.~~ A receipt of proper disposal for all loads must be submitted with pay requests for any loads requiring special handling. Neither the City of Pocatello nor any of its employees makes any warranty, expressed or implied, or assumes any legal liability for potentially hazardous materials removed from any site.

CLEANUP: Daily cleanup is required during the project. When work is finalized, remove from site all construction materials, tools, and debris. Vacuum all exterior and interior work areas, removing all visible dust, stains, tables, and rags. Clean all windows involved in the project.

TRAFFIC CONTROL: Contractor shall be responsible for obtaining approval of any required traffic control measures.

GENERAL WARRANTY: Contractor shall remedy any defect due to faulty material or workmanship and pay for all damage to other property or work resulting therefrom, which appears within one year for rehab projects and two years for sidewalk projects, from date of final payment. Further, Contractor shall furnish Owner with all manufacturers' and suppliers' written warranties covering items furnished under this contract prior to release of the final payment.

TIE BREAKER: In the event of a low bid tie, the City will reach out to the bidders submitting the low bid and ask for a best and final quote. In the event that no revised bids are received, the low bid shall be the consultant who wins a coin toss to take place within 24 hours of the deadline for best and final bids.

RESPONSIVE & RESPONSIBLE: Bidders who comply with all requirements for submittal of bids will be considered "Responsive." Bidders whose past performance or performance on similar projects is satisfactory to the City shall be considered "Responsible." The City will request references from bidders to determine responsible when applicable.

BID PRICE SHEET (PAGE 1 OF 2)**ADDRESS: Upper City Creek Trailhead, Pocatello ID 83204****Project: Upper City Creek Parking Lot Grading**

BID ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE (Quantity x Unit Price)
Acquiring all applicable local permits		n/a		\$
Traffic Control (MUTCD)		n/a		\$
Erosion and sediment control	Each	1	\$	\$
202.C.1 Excavation, Clearing and grubbing of the work area including hauling and disposal of excess material	CY	331	\$	\$
802.A.1 Place 6" depth—3/4" minus crushed aggregate leveling course compacted to 95% standard proctor density	CY	466	\$	\$
8. Remove and retain existing gate	Each	1	\$	\$
4.& 10. Re-grade existing access road to match		n/a		\$
Mobilization	Each	1	\$	\$
Best Management Practices		n/a		\$
Schedule all necessary inspections		n/a		\$
1. Cleanup construction site, return at least to conditions present before work started.		n/a		\$
Total Bid Price for Project			\$	

BID PRICE SHEET (PAGE 2 of 2)**ADDRESS: Upper City Creek Trailhead, Pocatello ID 83204****Project: Upper City Creek Parking Lot Grading****Anticipated start date:** _____**Total completion time:** _____**Completion Date:** _____**Contractor Name:** _____**Company Name:** _____ **Phone:** _____**Address:** _____ **Email:** _____**City, State, & Zip Code:** _____**City License No.:** _____**State License No.:** _____**Public Works License No.:** _____**Subcontractor List:**

If contractor plans to subcontract any part of this work, please list those subcontractor(s) below. If none, please write N/A. Any changes to your list must be approved by the City of Pocatello prior to contract signing. At contract signing, final subcontractor(s) and their license number(s) must be provided. Failure to complete and return this form may render the bid unresponsive and void.

I have reviewed the project description for the **Upper City Creek Parking Lot Grading** at **Upper City Creek Trailhead, Pocatello, Idaho 83204**, and verified the project bid total before signing this bid.

The undersigned certifies under penalties of perjury that this bid has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Appendix A: Plans

CITY OF POCA TELLO

CITY CREEK - PARKING LOT 2024

PROJECT CODE EG0035
JUNE 2026



**CITY OF POCA TELLO
ENGINEER DEPARTMENT**

SKYLER ALLEN
SENIOR ENGINEER
(208) 234-6501
sallen@pocatello.gov

JARED ELLIOTT
ENGINEERING TECHNICIAN
(208) 234-6229
jelliott@pocatello.gov



INDEX OF SHEETS	
SHEET NO.	DESCRIPTION
1	TITLE SHEET
2	GRADING / SITE PLAN
3	PROJECT NOTES



Know what's below.
Call before you dig.



REVISIONS:	DATE:
1 -	
2 -	
3 -	
4 -	



OFFICE OF THE ENGINEERING DEPARTMENT
911 N 7TH AVE POCA TELLO, ID 83201 (208) 234-6225

CONSTRUCTION PLANS FOR:

CITY CREEK PARKING LOT

TITLE

DRAWN:	RP, FK, JE
CHECKED:	SA, MQ
APPROVED:	
PROJECT NO.:	
DATE:	
SHEET:	1 of 3

PROFESSIONAL ENGINEER
 LICENSE NO. 18370
 4/6/26
 STATE OF IDAHO
 SKYLER D. ALLEN

GENERAL NOTES

- CONSTRUCTION CONFORMITY - ALL CONSTRUCTION ON THIS PROJECT SHALL CONFORM TO THE SPECIFICATIONS PROVIDED WITH THESE PLANS ALONG WITH THE MOST CURRENT EDITION OF THE "IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION (ISPGWC)" AND THE "CITY OF POCATELLO STANDARD REVISIONS". FAILURE TO COMPLY TO THESE RULES MAY RESULT IN REPAIRS AT THE CONTRACTOR'S EXPENSE.
- IN CASES OF CONFLICT IN THE REQUIREMENTS AND PROVISIONS AS SET OUT BY THESE PLANS, SUCH CONFLICT SHALL BE RECONCILED BY THE ACCEPTANCE OF THE FOLLOWING ORDER OF PRECEDENCE: 1) THESE PLANS, 2) CITY OF POCATELLO STANDARD REVISIONS, 3) ISPGWC & ITD. IF NATIONAL STANDARDS, SUCH AS MUTCD, ARE MORE STRINGENT THAN A LOCAL OR STATE STANDARD, THEN THE NATIONAL STANDARD SHALL TAKE PRECEDENCE, OTHERWISE LOCAL STANDARDS SHALL TAKE PRECEDENCE.
- CONTRACTOR SHALL BE RESPONSIBLE FOR CONSTRUCTION COORDINATION AND SCHEDULING WITH AFFECTED ALL UTILITIES.
- APPROXIMATE LOCATIONS OF KNOWN EXISTING UNDERGROUND UTILITIES ARE SHOWN HEREON. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO REQUEST UTILITY LOCATES THROUGH DIGLINE AT 811 SIX (6) WORKING DAYS PRIOR TO BEGINNING WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGES TO EXISTING UTILITIES, AND SHALL REPAIR DAMAGES IN ACCORDANCE WITH UTILITY OWNER'S REQUIREMENTS AT NO ADDITIONAL COST TO THE PROJECT OWNER.
DIGLINE - (800) 342-1585 OR 811
- SHOULD THE PROJECT REQUIRE AN EPA STORMWATER PERMIT, THE CONTRACTOR SHALL BE THE SOLE PERMITTED FOR THE PROJECT AND SHALL FILE THE NOTICE OF INTENT (NOI) AS SUCH. THE CONTRACTOR SHALL BE RESPONSIBLE TO FILE ANY NO'S AND NOTICE OF TERMINATION (NOTS). SHOULD THE CONTRACTOR NOT COMPLETE THE PROJECT BY THE COMPLETION DATE, HE SHALL REVIEW THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM REQUIREMENTS AND MODIFY HIS PLAN (IF NECESSARY) INCLUDING BUT NOT LIMITED TO THE FOLLOWING: SUBMITTING ANOTHER NOI, CREATING A SWPPP, AND PERFORMING REGULAR INSPECTIONS TO COMPLY WITH ENVIRONMENTAL PROTECTION AGENCY (EPA) REQUIREMENTS AT NO ADDITIONAL COST TO THE CITY OF POCATELLO. CONTACT THE EPA FOR REQUIRED INFORMATION. THE CONTRACTOR SHALL OBTAIN A SHORT TERM ACTIVITY EXEMPTION FROM THE DEQ REGIONAL OFFICE IF THEY DISCHARGE WASTEWATER OFFSITE TO STATE WATERS AS A RESULT OF DEWATERING OR OTHER CONSTRUCTION ACTIVITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL FINES RESULTING FROM THE EPA INSPECTIONS.
- THE CONTRACTOR SHALL MAINTAIN INGRESS AND EGRESS TO ABUTTING PROPERTIES AND SHALL PROTECT SUCH PROPERTIES FROM PROJECT RELATED STORM WATER AND NUISANCE WATER RUNOFF.
- THE CONTRACTOR IS RESPONSIBLE FOR SECURING ALL PROJECT PERMITS AND COMPLYING WITH ALL TERMS AND CONDITIONS IMPOSED BY THE PERMITTING AGENCIES.
- IF THE PROJECT WORK NECESSITATES THE TEMPORARY REMOVAL AND/OR RELOCATION OF ANY TRAFFIC CONTROL SIGNS, DEVICES, OR MARKERS, THEY SHALL BE MAINTAINED THROUGHOUT THE ENTIRE DURATION OF THE PROJECT AND SHALL BE RESTORED TO THE SATISFACTION OF THE CITY INSPECTOR / REPRESENTATIVE.
- ALL PERMANENT TRAFFIC CONTROL DEVICES SHALL BE PROPERLY INSTALLED IN ACCORDANCE WITH THE LATEST EDITION OF THE MUTCD AS ADOPTED BY THE STATE PRIOR TO ALLOWING ANY PUBLIC TRAFFIC ONTO THE STREETS.
- ALL TEMPORARY REGULATORY SIGNAGE SHALL MEET THE MOST RECENT MUTCD REQUIREMENTS AS ADOPTED BY THE STATE.
- ALL CONTRACTORS WORKING WITHIN THE PROJECT BOUNDARIES ARE RESPONSIBLE FOR COMPLIANCE WITH ALL APPLICABLE SAFETY LAWS OF ANY GOVERNING JURISDICTIONAL BODY.
- THE CONTRACTOR'S OPERATIONS SHALL NOT TRESPASS BEYOND THE LIMITS OF THE PUBLIC RIGHT-OF-WAY OR THE PROJECT PROPERTY LINES UNLESS A PERMIT, AN EASEMENT, OR WRITTEN AUTHORIZATION IS OBTAINED. A COPY OF THE AUTHORIZATION SHALL BE AVAILABLE ON SITE FOR REVIEW AT ALL TIMES.
- THE CONTRACTOR SHALL USE CAUTION AND BEST AVAILABLE CONSTRUCTION TECHNIQUES TO PROTECT AND PRESERVE EXISTING PUBLIC AND PRIVATE FEATURES LOCATED IN CLOSE PROXIMITY TO, OR ABUTTING THE PROJECT SHOWN ON THESE PLANS. RESTORATION OF DAMAGED FEATURES SHALL BE ACCOMPLISHED BY THE CONTRACTOR AT THE CONTRACTOR'S EXPENSE TO THE SATISFACTION OF THE CITY INSPECTOR OR AUTHORIZED REPRESENTATIVE.
- THE CONTRACTOR SHALL NOTIFY ADJACENT PROPERTY OWNERS FOUR (4) DAYS PRIOR TO STARTING ANY CLEARING, GRUBBING, OR REMOVAL ACTIVITIES NEAR THEIR PROPERTY.
- SITE SHALL BE CLEANED AND RESTORED TO ORIGINAL OR BETTER CONDITION UPON COMPLETION OF WORK.
- CONTRACTOR SHALL RETAIN AND PROTECT ALL STRUCTURES TO REMAIN IN PLACE INCLUDING BUT NOT LIMITED TO: STREET SECTIONS, SIDEWALK, CURB, GUTTER, UTILITY FACILITIES, MANHOLES, VALVES, METERS, VAULTS, FIRE HYDRANTS, CATCH BASINS, OVERHEAD LINES, SURVEY MONUMENTS, SPRINKLERS, IRRIGATION LINES, STREET LIGHTS, POWER POLES, GUY WIRES, TRAFFIC SIGNS, MAIL BOXES, LANDSCAPING, FENCES, TREES, BUSHES, DRIVEWAYS, PARKING LOTS, TRAFFIC STRIPING, ETC. IF ANY STRUCTURES ARE DAMAGED DURING CONSTRUCTION IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO REPAIR AND/OR REPLACE THE EXISTING STRUCTURE AS NECESSARY TO RETURN IT TO EXISTING CONDITIONS OR BETTER.
- THE CONTRACTOR SHALL PROVIDE TEMPORARY RESTROOM FACILITIES ON SITE.
- ALL GARBAGE AND TRASH ON THE PROPERTY GENERATED FROM CONSTRUCTION ACTIVITY SHALL BE PROPERLY DISPOSED OF BY THE CONTRACTOR.
- CONTRACTOR SHALL RECORD THE LOCATION OF VALVES, SERVICES, AND ANY CHANGES TO THESE PLANS ON A SET OF RECORD DRAWINGS. DRAWINGS SHALL BE RETURNED TO THE ENGINEER AT COMPLETION OF THE PROJECT.
- THE CONTRACTOR SHALL COORDINATE ALL INSPECTIONS WITH THE ENGINEERING DEPARTMENT AND ANY PRIVATE UTILITY COMPANIES. AT A MINIMUM, BOTH PARTIES SHALL BE NOTIFIED TO INSPECT: 1) ALL UTILITIES PRIOR TO BACKFILLING, 2) SIDEWALK, CURB & GUTTER FORMS PRIOR TO POURING CONCRETE, 3) ROADWAY GRADES PRIOR TO PAVING, AND 4) ASPHALT DURING PAVING.

- BENCHMARK VERIFICATION - CONTRACTOR SHALL USE BENCHMARKS AND DATUMS SHOWN HEREON TO SET PROJECT BENCHMARK(S) BY RUNNING A LEVEL LOOP BETWEEN AT LEAST TWO BENCHMARKS AND SHALL PROVIDE SURVEY NOTES OF SUCH TO THE PROJECT ENGINEER PRIOR TO COMMENCING CONSTRUCTION.
- SURVEY CONTROL STAKING WILL BE PROVIDED BY THE OWNER. CONTRACTOR IS REQUIRED TO COORDINATE WITH THE SURVEYOR AND PROVIDE 48 HOURS NOTICE SO THE CONSTRUCTION IS NOT HELD UP DUE TO SCHEDULING.

GRADING NOTES

- CONTOURS SHOWN DEPICT FINISH GRADE. THE CONTRACTOR IS RESPONSIBLE FOR OWN CALCULATIONS TO ADJUST TO SUB-GRADE.
- ALL DISTURBED AREAS THAT ARE UN-SURFACED OR ARE NOT DESIGNATED AS LANDSCAPE AREAS ARE TO BE SEEDED AND FERTILIZED UNTIL A HEALTHY STAND OF DRY LAND GRASS IS OBTAINED.
- IF DURING THE GRADING PROCESS, CONDITIONS ARE ENCOUNTERED WHICH COULD INDICATE THAT AN UNIDENTIFIED SITUATION IS PRESENT, THE PROJECT MANAGER/ARCHITECT SHALL BE CONTACTED FOR RECOMMENDATIONS.
- UNLESS OTHERWISE SHOWN, NO PROPOSED SLOPE SHALL EXCEED 3 HORIZONTAL TO ONE VERTICAL (3:1). ALL SLOPED AREAS MUST BE PROTECTED FROM EROSION BY CAT TRACKING & TEMPORARY STABILIZATION UNTIL FINAL LANDSCAPING IS INSTALLED. SEE DETAIL N THESE PLANS IF APPLICABLE.
- IF STRIPPED MATERIALS CONSISTING OF VEGETATION AND ORGANIC MATERIALS ARE STOCKPILED ON SITE, TOPSOIL MAY BE PLACED TO A HEIGHT OF 8' (FT.). SILT FENCE SHALL BE PLACED AROUND THE BASE OF THE STOCKPILE AND THE STOCKPILE SHALL BE SEEDED WITH NATIVE SEED MIX IMMEDIATELY AFTER STRIPPING OPERATIONS ARE COMPLETE.
- ON-SITE MATERIALS SUITABLE FOR FILL BENEATH DRIVES AND PARKING AREAS BEYOND 8' (FT.) OF ANY BUILDING SHALL BE COMPACTED IN ACCORDANCE WITH GUIDELINES PRESENTED IN THE GEOTECHNICAL REPORT.
- SPOT ELEVATIONS SHALL TAKE PRECEDENCE OVER CONTOURS AND SLOPES SHOWN. THE CONTRACTOR SHALL NOTIFY THE PROJECT MANAGER/ARCHITECT OF SPOT ELEVATIONS THAT DO NOT APPEAR TO BE CONSISTENT WITH THE CONTOURS AND SLOPES. SPOT ELEVATIONS SHALL BE USED FOR SETTING ELEVATIONS OF CURB, GUTTER, AND SIDEWALK.
- ALL UTILITIES (MANHOLES, VALVE COVERS, CLEANOUTS, VAULTS, BOXES, ETC.) SHALL BE ADJUSTED TO FINAL GRADE AFTER THE FINAL GRADE IS ESTABLISHED. ALL EARTH MOVING AND PLACEMENT OPERATIONS SHALL BE IN CONFORMANCE WITH THE RECOMMENDATIONS IDENTIFIED IN THE SOILS REPORT OR IN ACCORDANCE WITH ISPGWC CURRENT EDITION. THE CONTRACTOR SHALL HAVE A SIGNED AND SEALED COPY OF THE SOILS REPORT ON SITE AT ALL TIMES AND SHALL FOLLOW ALL RECOMMENDATIONS.
- THE CONTOURS SHOWN ON THE SITE REPRESENT FINAL GRADE, THE TOP 6" (IN.) OF MATERIAL IN LANDSCAPED AREAS SHALL BE TOPSOIL.
- GRADES WITHIN THE ASPHALT AREAS SHALL BE CONSTRUCTED TO WITHIN 0.05' (FT.) OF THE DESIGN GRADE. HOWEVER, THE CONTRACTOR SHALL MAINTAIN POSITIVE DRAINAGE IN ALL PAVEMENT AREAS AND ALONG ALL CURBS. ALL CURBS, SIDEWALKS, AND PAVEMENT AREAS WHICH DO NOT PROVIDE PROPER DRAINAGE MUST BE REMOVED AND REPLACED AT THE CONTRACTOR'S EXPENSE.
- THE EARTHWORK QUANTITIES ARE AN ESTIMATE PROVIDED AS REQUIRED TO OBTAIN A GRADING PERMIT. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING THE EARTHWORK ESTIMATE. THE PROJECT MANAGER/ARCHITECT DOES NOT GUARANTEE FINAL QUANTITIES AND ANY DISAGREEMENT ABOUT QUANTITY ESTIMATES SHALL BE BROUGHT TO THE ATTENTION OF THE PROJECT MANAGER/ARCHITECT PRIOR TO ANY SITE GRADING AND PROVIDING A BID ON THE PROJECT. EARTHWORK PAYMENT WILL BE MADE BASED ON A LUMP SUM AND THE BID PROVIDED SHALL BE BASED SOLELY ON THE CONTRACTOR'S EARTHWORK ESTIMATE.
- IF ANY EXISTING STRUCTURES TO REMAIN ARE DAMAGED DURING THE CONSTRUCTION, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO REPAIR AND/OR REPLACE THE EXISTING STRUCTURE AS NECESSARY TO RETURN IT TO ITS EXISTING CONDITION OR BETTER.
- THE CONTRACTOR SHALL ASSURE POSITIVE DRAINAGE AWAY FROM ANY STRUCTURES AND IN ALL NATURAL AND PAVED AREAS.
- TOPOGRAPHIC INFORMATION TAKEN FROM A TOPOGRAPHIC SURVEY. IF CONTRACTOR DOES NOT ACCEPT EXISTING TOPOGRAPHY AS SHOWN ON THESE PLANS, HE MAY, WITHOUT EXCEPTION AND AT HIS OWN EXPENSE, A TOPOGRAPHIC SURVEY BY A REGISTERED LAND SURVEYOR AND SUBMIT IT TO THE OWNER FOR REVIEW PRIOR TO CONSTRUCTION.
- THE CONTRACTOR SHALL TAKE NECESSARY STEPS TO INSURE THAT NO FLOODING OCCURS ON SITE AND ALL UTILITIES IN OPEN TRENCHES SHALL BE CAPPED DURING AND STORM EVENTS DURING CONSTRUCTION.
- THIS PROJECT SHALL FOLLOW THE 2010 ADA STANDARDS FOR ACCESSIBLE DESIGN.

TESTING REQUIREMENTS

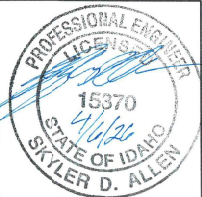
THE CONTRACTOR IS REQUIRED TO HAVE A CERTIFIED MATERIAL TESTING SPECIALIST PERFORM ANY AND ALL TESTS REQUIRED FOR THE INSTALLATION AND CONSTRUCTION OF THIS PROJECT AS OUTLINED IN THE ISPGWC CURRENT EDITION AND THE CITY OF POCATELLO STANDARD REVISIONS (WHICH EVER IS MORE STRINGENT).

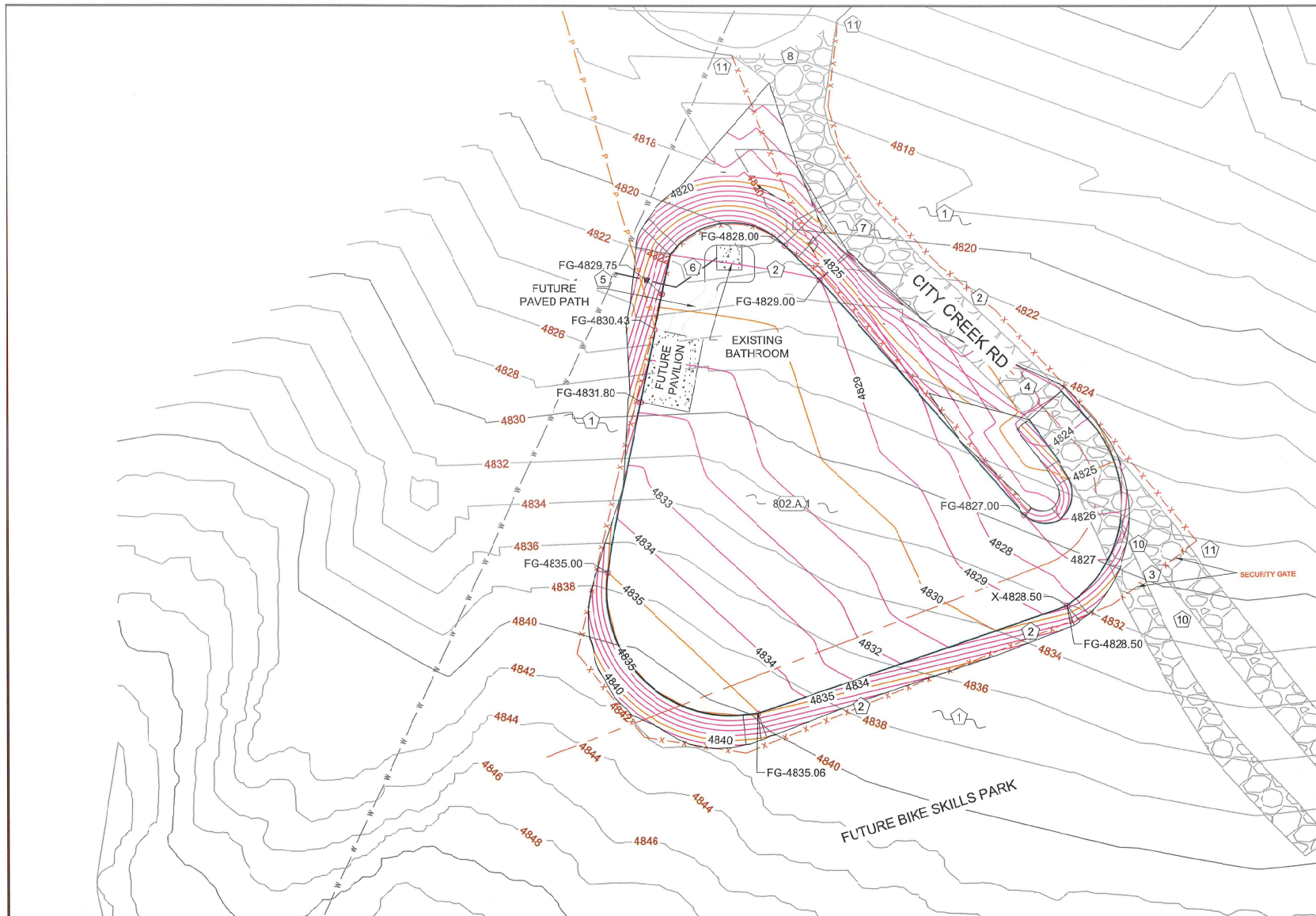
EROSION CONTROL

EROSION CONTROL MEASURES WILL BE REQUIRED BY THE CONTRACTOR TO INSURE NO CONTAMINATES REACH THE EXISTING STORM SYSTEM. THIS WILL INCLUDE BUT, NOT LIMITED TO DUST ABATEMENT AND RUNOFF TO THE EXISTING STREETS.



Know what's below.
Call before you dig.

	REVISIONS:	DATE:	 OFFICE OF THE ENGINEERING DEPARTMENT 911 N 7TH AVE POCATELLO, ID 83201 • 208.234.6225	CONSTRUCTION PLANS FOR: CITY CREEK PARKING LOT NOTES	DRAWN: -	
	A -				CHECKED: -	
	B -				APPROVED: -	
	C -				PROJECT NO: -	
	D -				DATE: -	
					SHEET: -	2 of 2

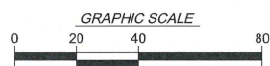
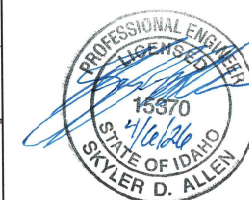


CONSTRUCTION ITEMS

- 202.C.1 EXCAVATION REF # 202.4.1.C.1
331 CY
- 802.A.1 PLACE 6" DEPTH - 3/4" MINUS
CRUSHED AGGREGATE LEVELING
COURSE COMPACTED TO 95%
STANDARD PROCTOR DENSITY -
REF # 802.4.1.A.1
465 CY

CONSTRUCTION NOTES

- RESTORE LANDSCAPE TO ORIGINAL
CONDITION
- INSTALL FENCE BY OTHERS
EST: 1000 LINEAR FEET
- INSTALL GATE ACCESS
BY OTHERS
- MATCH EXISTING ROAD
- WTR TAP TO BE DONE BY CITY OF
POCATELLO WATER DEPARTMENT
- FUTURE 1" WTR SERVICE FOR BATHROOM
- PROTECT AND RETAIN EXISTING ROAD
- REMOVE AND RETAIN EXISTING GATE
FOR POSSIBLE RE-USE ON THIS
PROJECT
- RE-GRADE EXISTING ACCESS ROAD
TO MATCH PROPOSED ELEVATIONS
WITH A SMOOTH TRANSITION AND
MINIMUM 2% CROSS SLOPE (OR
MATCH EXISTING WHERE GREATER)
TO MAINTAIN POSITIVE DRAINAGE. NO
STANDING WATER PERMITTED.
- FENCING SHALL BE INSTALLED TO
SUPPORT FULL SEASONAL ACCESS
RESTRICTION. ALIGN AND CONNECT
TO EXISTING FENCE TO PREVENT
VEHICLE CIRCUMVENTION OF CLOSED
GATES.



SCALE: 1" = 40'

SCALES SHOWN ARE FOR
11"x17" PRINTS ONLY



REVISIONS:

A	J.E. - 2/10/26
B	J.E. - 3/31/26
C	
D	

DATE:

2/10/26
3/31/26



OFFICE OF THE ENGINEERING DEPARTMENT
911 N 1TH AVE POCATELLO, ID. 83211 © 208.234.6215

CONSTRUCTION PLANS FOR:

CITY CREEK PARKING LOT

SITE PLAN

Request for Bids –Upper City Creek Parking Lot Grading

Date of Addendum: June 10, 2026

RFB Due Date & Time: June 16, 2026 at 4:00 PM M.T.

Addendum # 1:

This addendum extends the question deadline to Friday, June 12, 2026 at 12:00PM MT.

Request for Bids –Upper City Creek Parking Lot Grading

Date of Addendum: June 12, 2026

RFB Due Date & Time: June 16, 2026 at 4:00 PM M.T.

Addendum # 2:

Question 1: How can I verify if our firm is a Section 3 Business?

Answer 1: Your firm may qualify as a Section 3 business if it meets one of the following categories, as documented within the last six-month period:

- At least 51 percent owned and controlled by low-income persons
- At least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing
- Over 75 percent of the labor hours performed for your business over the prior three-month period were performed by Section 3 workers.

If your firm meets those criteria, contact Christine Howe at 208-234-6186 to determine how to register your business locally as a Section 3 entity.

Question 2: Is a bid bond or performance and payment bond required for this project.

Answer 2: A bid bond is not required for this project. A performance and payment bond may be required if the total project cost is \$50,000 or greater.