



PEND OREILLE PEDALERS

Request for Proposals (RFP) for 2024 Lower Basin Downhill Trail

November 2nd, 2023. Sandpoint, Idaho

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1. Introduction

1.1. Background:

In August of 2020, the City of Sandpoint published the Parks and Recreation Master Plan. The master plan identified the community's desire for additional walking and biking trails. A recommendation from that plan was to develop a site-specific recreation master plan as a component of a broader watershed master plan within the Little Sand Creek Watershed.

Pursuant to the goals outline in the [2020 Parks and Recreation Master Plan](#), The [Little Sand Creek Watershed Management Plan](#) was adopted in January of 2021. The purpose of that document was to provide best management practices for various activities within the watershed. With the management plan in place, the City of Sandpoint developed and adopted the [Little Sand Creek Watershed Recreation Plan](#) in June 2023. As an appendix to the overall Recreation plan, the [Little Sand Creek Watershed Conceptual Trail Plan](#) provides guidance and recommendations as it relates to trail-based recreational opportunities within the Little Sand Creek Watershed (LSCW).

In June 2023, IMBA Trail Solutions was hired to begin implementation of the Watershed Conceptual Trail Plan and flagging and design of trail segments 201, 104, 105, and 100 as identified in the Conceptual Trail Plan. With flags on the ground for these segments, the City and its non-profit partner, Pend Oreille Pedalers (POP), is moving forward with the construction phase for segments 201, 104, and 100. Segment 105 was constructed in summer of 2023 by POP and a local trail contractor. This current RFP base bid is for segments 201 and 104. Segment 100 is considered an additional alternative, and is optional.

1.2. Purpose of the RFP:

The purpose of this request for proposal is to solicit bids for construction of approximately 1.76 miles of already designed and flagged bike optimized trails within Sandpoint's Little Sand Creek Watershed. The scope of work for this request includes segments 201 and 104 from the attached Lower Basin Design Brief, with the additional alternative of segment 100.

1.3. Project Overview:

The current project includes 1.76 miles of new, already flagged and designed mountain bike optimized, downhill only, advanced mountain biking trail, along with an additional alternative 500 linear foot climbing segment to replace a steep, existing stretch of trail at the lowest trailhead in the Lower Basin trail system. Part of the intent of the new downhill trail segments is to provide trail system users with a professionally designed and built alternative to an existing, user-created black downhill trail that follows a natural gas and fiberoptic utility corridor. The existing trail includes many unsustainably built segments prone to deep rutting and erosion following rain events and around a dozen or more jumps, mostly gaps, built without progression or rider experience in mind. The trail segments described in this RFP are intended to replicate the experience of the existing trail (in terms of technical difficulty and opportunities for optional jumps, drops, and other advanced features), while achieving a professional, modern, and more sustainable standard of trail design and construction.



1.4. Submission Deadline:

Proposals must be submitted by December 4th, 2023

2. Scope of Work

2.1. Trail Construction:

This procurement effort includes two trail segments from the attached design packet, with an additional alternative contractors may or may not choose to include in their proposal:

- 201: A 1.11-mile, primarily “technical,” advanced, downhill-only bike optimized trail, 201 begins approximately 300 yards east of the pullout at the sixth switchback on Schweitzer Mountain Road at an elevation of 3,960 feet. Access is via an existing service road from the pullout. The trail descends for 1.11 miles to an elevation of 3,340 feet to its terminus at the fourth switchback on Schweitzer Mountain Road.
- 104: A 0.65-mile, advanced “flow” trail, 104 Begins where 201 ends at the fourth switchback on Schweitzer Mountain Road and descends to an elevation of 2,920 feet, terminating at a large staging area accessed via a service road 0.2 miles above the paved Schweitzer Mountain Road.
- Additional alternative 100: A 500 linear foot long proposed reroute to create an improved entry and exit for riders to provide a more beginner friendly initial climb to the trail system’s lowest entry point (at the trailhead near the 2nd switchback on Schweitzer Mountain Rd.)

All these trail segments are fully flagged and designed. Detailed descriptions and specifications of desired trail features, turn-types, and number and approximate lengths of crossings, are included in the attached appendix “**2023 Lower Basin Trail Design Brief.**” This document should serve as the primary reference for contractors submitting bid proposals for this project.

The contractor is expected to work closely w/ POP’s project manager to provide a refined field-fit layout as based on the flag line and concept trail design of the new trail project. There is an opportunity for the builder to include their own creative interpretation of the design & flag line, however the final field layout will need to be approved by the POP project manager prior to construction. Major deviations from the approved trail layout/design during construction must be approved by the project manager or POP approved authority.

NOTE: We are willing to accept proposals for these segments separately (either 201 OR 104) or together. The style and nature of the two segments are quite different, therefore, we understand that some contractors may be interested in building one but not the other (201 being the “tech” trail, and 104 being the “flow” trail).

Please indicate at the top of your proposal whether you are bidding on segment 201, 104, or both segments.

2.2. Environmental Considerations:

The project area lies within the 7,400-acre Little Sand Creek Watershed (LSCW), within which the City of Sandpoint is the majority landowner (owning 52.5% of the land, or 3,921 acres). Other large landowners include the BLM, State of Idaho, United States Forest Service, and private property owners Schweitzer



Mountain Properties and Alterra. All three segments described in this packet lie on City of Sandpoint-owned property.

Located at 2,300 feet, just below the first switchback (of seven) on Schweitzer Mountain Road, is the Little Sand Creek Water Treatment Plan, owned and operated by the City of Sandpoint. The facility treats water from the creek to serve the residents of Sandpoint and surrounding areas for several months out of the year. The primary objective of the Watershed Management Plan is *“to protect or enhance the quality of water generated by the Little Sand Creek Watershed and to insure an adequate and continuous supply of water, in perpetuity.”*

The City’s Watershed Management Plan outlines recreational construction requirements and the BMPs for erosion and sediment control in relation to constructions projects within the LSCW. Contractors will be required to implement these BMPs as well as develop a Stormwater Pollution Prevention Plan (SWPPP), procure a National Pollutant Discharge Elimination System (NPDES) construction general permit through Idaho DEQ, and a Watershed Construction Permit through the City of Sandpoint. Pend Oreille Pedalers will assist in the permitting efforts to the best of our ability.

The Idaho State Historic Preservation Office (SHPO) has been notified of this project and may require a historic survey prior to commencing work (Letter to SHPO has been included as an appendix to this RFP). If such a survey is required, its cost and coordination will be the responsibility of POP, not the contractors. However, contractors working in the LSCW shall be required to follow guidance from SHPO should such an assessment take place. **NOTE:** Initial conversations with SHPO indicate it is unlikely a full historical survey will be required.

Finally, the United States Fish and Wildlife Service has been notified of our project and has produced a list of endangered species potentially impacted by work in the area. This list is provided as an appendix to the RFP; contractor should familiarize themselves with the recommended measures to be taken to mitigate potential impacts of endangered species resulting from the project.

2.3. Safety Standards:

The LSCW Management Plan includes basic requirements for built structures within the watershed, as per “new construction specifications” in Section 10.1.1.3 of the [Watershed Management Plan](#). Bridges or other wood structures more than 30 inches off the ground require at least one handrail on the down-slope, while all wood structures must be built using specifications from the USFS Standard Trail Plan. Larger structures, such as a bike overpass (a concept of which is included in this design) will require stamped engineered drawings and review by the City of Sandpoint Building Official. Pend Oreille Pedalers may be able to assist with procuring engineering services from local firms that support the club.

2.4. Project Timeline:

November 2nd, 2023 – RFP posted

November 2nd – December 4th: Proposal submission window

December 4th – December 11th: Proposal evaluation

December 11th - 15th: Contract finalization and award



December 18th – March 31st: Pre-construction phase / permitting (Stormwater Pollution Prevention Plan and Idaho Pollutant Discharge Elimination System permit development and procurement from State, Watershed Construction Permit from City)

April 1st - April 28th: Contractor mobilization

April 29th – July 12th: Construction period, with work substantially completed by July 12th.

July 15th: Initial inspections with City and POP.

July 15th - 22nd: Final adjustments and signage installation, final completion by July 22nd.

July 23rd: Final inspection with City

July 24th: Trail ready to open (as conditions allow).

2.5. The Role of Volunteers

Pend Oreille Pedalers has a very engaged and dedicated volunteer base that has years of experience building and maintaining trails in the LSCW. Through weekly trail work parties, crews of up to 30 can assist professional trail builders with labor-intensive tasks such as corridor clearing, hauling materials to a worksite, and, a particular strength, construction of bridges, boardwalks, or other wood structures. Over the last three seasons POP crews have constructed around 16 new trail bridges and boardwalks to USFS Standard Trail Plan specifications, ranging in length from 8 feet to 80 feet. Typical volunteer-led bridge construction techniques have included two or three log-stringer bridge structures, decked with 2” thick locally milled lumber, with stringers and sill materials harvested on site using standing or fallen trees.

Interested contractors should take into consideration volunteer engagement opportunities in their bid proposal, and articulate how volunteers can be incorporated in the project to keep costs down wherever possible. POP’s desire would be for volunteers to assist with the activities described above. We encourage contractors to describe the role volunteers can play in their proposals.

NOTE: POP employs a paid volunteer crew leader who will coordinate with the contractor on precise work volunteers may complete, then lead volunteers in those projects. Contractors are not expected to lead volunteer crews or even be on site during volunteer efforts.

2.6 Building Materials

Pend Oreille Pedalers have close relationships with local mill operators and can procure lumber for wood structures at highly competitive rates. Contractor proposals should consider POP’s ability to procure building materials, provide donated building hardware, and assist with construction of bridges and other wood features through club-led volunteer efforts.

2.7 Budget:

The budget for this project aligns with national averages for professional trail builder contracting services (ranging from \$65,000 per mile to \$125,000 per mile, depending on style and width of trail). With the trail segments already designed and flagged, interested contractors should include a guaranteed



maximum price with the proposal submission. **NOTE:** Costs are an important factor but not the absolute controlling factor in the selection process.

3. Proposal Submission Requirements

3.1. Proposal Format:

A well-structured and comprehensive response to this (RFP) is essential to showcase the bidder's qualifications. Below is a typical structure, format, and a list of required documents that should be included in a contractor's proposal response (total proposal packet should not exceed 15 pages):

1. Cover Letter
2. Executive Summary:
 - Offer a concise overview of your proposal, highlighting key points that make your company the ideal choice.
3. Introduction:
 - Provide a brief introduction to your company, including its history, mission, and values.
4. Project Understanding:
 - Demonstrate your understanding of the project's scope, objectives, and challenges.
 - Address any unique aspects or considerations specific to the trail construction.
5. Project Approach:
 - Describe your overall approach to completing the project, including your construction methodology and timeline.
 - Explain your strategy for ensuring safety, quality, and environmental compliance.
6. Experience and Qualifications:
 - Highlight your company's relevant experience in trail construction.
 - Showcase completed projects, emphasizing similar work and successful outcomes.
 - Include information about key personnel, their qualifications, and their roles in the project.
7. Technical Proposal:
 - Provide technical details related to the construction process, materials, and equipment.
 - Include any innovative techniques or technologies you plan to use.
 - Discuss your approach to handling challenging terrain, creek crossings, and other project-specific obstacles.
8. Environmental Compliance:
 - Describe how you plan to ensure compliance with environmental regulations and permits.
 - Provide information on your track record of environmentally responsible construction practices.
9. Safety Plan:
 - Outline your safety protocols and procedures for the project.
 - Include safety certifications and records of past safety performance.
10. Cost Proposal:
 - Include a detailed breakdown of project costs, including labor, materials, equipment, and any subcontractor expenses.



- Include a maximum “not to exceed” price estimate.
 - Indicate whether you are bidding on segment 201, segment 104, or both segments.
 - OPTIONAL: Include a fee proposal for Additional Alternative trail segment 100.
 - Ensure your pricing is competitive and transparent.
11. References:
- Provide references from previous clients or partners who can vouch for your work.
 - Include contact information for these references.
12. Certifications and Licenses:
- List all relevant certifications and licenses held by your company.
 - Ensure that your business is legally qualified to perform the work.
13. Insurance:
- Provide proof of comprehensive general liability insurance as required by the RFP.
14. Appendices:
- Include any additional documents that support your proposal, such as photos of previous projects, detailed project schedules, and any necessary legal or financial documents.
15. Signature Page:
- Include a signature page for the proposal, where an authorized representative of your company signs to confirm the accuracy of the information provided.

3.2. Evaluation Criteria:

Proposals will be evaluated by representatives from POP’s Trails Committee and POP’s executive director on the following criteria:

1. Experience and Qualifications
2. Project Approach and Methodology:
 - a. Construction Plan
 - b. Environmental Considerations
 - c. Safety Protocols
3. Cost Proposal:
 - a. Competitiveness
 - b. Transparency (no hidden costs or unexpected fees)
4. References
5. Quality of Work (based on previous trail construction projects)
6. Compliance and Licensing:
 - a. Certifications and Licenses
 - b. Insurance
7. Innovation and Technology: techniques or technology that can enhance the project's quality, efficiency, or sustainability.
8. Schedule and Timeline
9. Volunteer Engagement
10. Communication and Responsiveness
11. Environmental Impact & Erosion control measures



- 12. Financial Stability
- 13. Warranty and Maintenance

3.3. Submission Instructions:

Proposals may be submitted through December 4th to jason@pendoreillepedalers.org

For inquiries, contact POP executive director Jason Welker at 208-290-0137 or at the email address above.

4. Contractual Terms and Conditions

4.1. Contract Duration:

The contract for trail building services resulting from this RFP is expected to commence on December 18th, 2023, and is initially planned to conclude on July 31st, 2024, with the project at substantial completion by July 12th, and final completion by July 22nd.

- **Substantial completion:** When the project is 90% complete, meaning all tread and structures are built, wood and dirt features are finished. Initial inspections begin upon substantial completion.
- **Final completion:** Disturbed areas have been revegetated or seeded for future revegetation, erosion and sediment control measures from the SWPPP have been removed from the site, construction equipment is removed from site, signage is in place, and trail has passed final inspection by City and POP.

The client reserves the option to extend the contract on a monthly basis beyond the substantial completion date if deemed necessary to ensure the satisfactory completion of the trail project.

Any such extension will be subject to mutual agreement between the client and the selected contractor, and the terms of extension, including compensation and other relevant provisions, will be negotiated in good faith between the parties. The client shall provide written notice of any extension to the contractor in a timely manner.

The decision to extend the contract will be based on the progress of the project, adherence to project timelines, and the client's satisfaction with the contractor's performance. The client will strive to provide reasonable notice of any decision to extend the contract, and extensions will only be granted as required to fulfill the terms and objectives of the project as outlined in the RFP.

All extensions will be contingent upon the contractor's continued compliance with the terms and conditions of the original contract and any agreed-upon modifications. The contract may be extended on a month-to-month basis until the trail project is successfully completed in accordance with the terms and specifications set forth in this RFP and the subsequent contract.

This extension provision is intended to provide the flexibility necessary to ensure the project's successful completion while maintaining the ability to adapt to any unforeseen circumstances or changes in project requirements.



4.2. Insurance and other Contractor Requirements:

Prior to undertaking activities associated with the construction or maintenance of trails on City of Sandpoint property in the Lower Basin the contractor shall obtain and retain [a City of Sandpoint Business License](#) for the duration of this contract.

Furthermore, the trail building contractor shall indemnify the City of Sandpoint as follows:

To the extent as provided by law, *contractor* agrees to indemnify and hold harmless City, its officers, agents, and employees, from and against all damages, claims, losses, obligations, or liability which arise out of, or are in any way related to, *contractor* and/or its officers, agents, volunteers, contractors, and employees' acts, errors, or omissions under this contract.

Contractor shall give prompt and timely notice to the City of any claim made or suit instituted which, in any way, directly or indirectly, contingently, or otherwise, affects or might affect either party.

Contractor shall procure and maintain in effect during the term of the contract, with companies licensed to do business in the State of Idaho, the following insurance:

At all times material hereto, *contractor* shall keep and maintain a policy or policies of insurance covering losses resulting from general liability, personal injury and property loss, in amounts no less than \$1,000,000.00 per claim and \$2,000,000.00 in the aggregate, for any losses sustained as a result of performance of its duties and responsibilities under this contract, naming the City as an additional insured on each such policy or policies of insurance. *Contractor* shall provide the City and POP with proof of such insurance for the entire term of this contract.

4.3. Payment Terms:

Initial payment: Upon signing of the contract 10% of the agreed upon project cost may be paid to contractor to provide initial working capital and to initiate the project*.

Progress payments: When approximately 1/3rd of the linear footage of the flagged corridor is completed, a second payment equal to 26.67% of the project's cost may be requested. When an additional 1/3rd the trail is completed, a third payment of 26.67% of the overall cost may be requested. When the trail is substantially completed, a payment of 26.67% may be requested.

Final payment: The final 10% of the project cost will be reserved until final completion of the project according to the agreed-upon specifications and standards and following final inspection by POP and City of Sandpoint staff and resulting adjustments made by contractor.

Payment summary:

- 10% paid upon signing of contract
- 26.67% paid upon completion of first 1/3rd of trail.
- 26.67% paid upon completion of 2/3rd of trail
- 26.67% paid upon substantial completion of the trail.
- 10% paid upon final completion.



- = 100% payment

Change Orders: Payments for any approved change orders or additional work that was not part of the original contract may be handled separately. Request for Change Order are to be submitted and approved in writing by POP in advance of all work to be performed.

***NOTE:** Approximately 70% of the funding for this project is from a Federal Highway Administration Recreational Trails Program grant. While the grant has been approved at the state level by Idaho Department of Parks and Recreation, we are currently awaiting final approval from the FHWA. First payment will be extended to contractor pending final FHWA approval.

4.4. Termination Clause:

1. Convenience Termination: Client or contractor
1. Breach of Contract: Either party may have the right to terminate the contract in the event of a material breach of contract by the other party. Material breaches may include significant failures to perform, non-payment, or violations of contract terms. The contract should specify the process for addressing and remedying breaches before termination.
2. Force Majeure: Force majeure clauses address situations beyond the control of either party, such as natural disasters, acts of God, or government actions, which could make contract performance impossible. If such events occur and the contract is no longer feasible, either party may have the right to terminate the contract without liability.
3. Failure to Meet Milestones: If the contractor consistently fails to meet milestones laid out in the contract, the client may have the right to terminate the contract, provided that the contract clearly outlines the criteria for determining such failures.
4. Insolvency or Bankruptcy: If either party becomes insolvent or files for bankruptcy, the other party may have the right to terminate the contract. This ensures that the project can proceed without financial uncertainty.
5. Non-Payment: If the client fails to make required payments to the contractor as stipulated in the contract, the contractor may have the right to terminate the contract. This is subject to a grace period and proper notice to the client.
6. Safety or Environmental Violations: The contract may specify that non-compliance with safety, environmental, or regulatory requirements could be grounds for contract termination by the client.
7. Failure to Secure Permits: If the contractor fails to secure necessary permits to continue work or the project cannot proceed due to permit issues, the client may have the right to terminate the contract.
8. Mutual Agreement: The client and contractor may mutually agree to terminate the contract at any point if both parties are in accord with this decision. In such cases, terms for compensation, final deliverables, and any other necessary conditions should be outlined in the contract.



5. Appendices

On the [RFP page on POP's website](#) you may find the following appendices:

- Full IMBA Design Documentation
- Tables showing buildable units
- City of Sandpoint master plans
- Environmental documents
- Licenses and permits