



## PEND OREILLE PEDALERS

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

December 5, 2023

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## 1. Introduction

### 1.1. Background:

Between 2010 and 2017 the existing trails known as High Point Trail, Sidewinder, and Sparky were built by the Selkirk Recreation District, connecting the Roundabout on Schweitzer Mountain Road to Uleda Ridge on the backside of Schweitzer’s Lakeview Triple chairlift. In 2020 Pend Oreille Pedalers built Solar Ecstasy, which departs High Point and traverses at a 4.5% grade for 1.5 miles to the Watershed Crest Trail, which today terminates at a viewpoint known as “POP Point.”

In 2023 Schweitzer ski resort was purchased by Alterra Mountain Company, and the 7,500 acres of property previously owned by Schweitzer was split, with Alterra taking over ownership of the properties required for resort operations, and Schweitzer Mountain Properties (SMP) retaining ownership of lands primarily intended for real estate development.

Shortly thereafter SMP began conceptual plans for the South Ridge Development, a roughly 53-acre single family housing development planned for the south ridge of Schweitzer. The location of the planned development is right across roughly a mile of High Point Trail, at an elevation of between 4,880 feet and 5,260 feet of elevation.

Additionally, SMP plans to build a new road to access the South Ridge, starting at the Schweitzer Roundabout (elevation 4,240 feet) and ending at the SE corner of the new development (4,800 feet).

The development of the South Ridge housing development and the access road will eventually eliminate over 2.5 miles of bike-optimize singletrack trails. SMP desires to design and build rerouted trails before construction begins on the development and the new road, which is estimated to take place in 2025.

### 1.2. Purpose of the RFP:

The purpose of this request for proposals is to solicit bids from contractors interested in designing and building approximately three miles of new mountain bike-optimized, two-directional trail on SMP-owned property between the roundabout on Schweitzer Mountain Road (4,250 feet) and Spires Spur (5,250 feet).

The request includes an additional alternative for one-mile of new trail above the planned development, from Spires Spur (5,250 feet) to the start of Solar Ecstasy (5,685 feet), some of which will make use of the existing High Point trail corridor and berm turns.

### 1.3. Project Overview:

The project’s primary purpose is to design and build replacements for the existing trails Sparky, Sidewinder, and High Point between the Schweitzer Roundabout (4,250 feet) and the “Spires Spur” (5,250 feet).

The additional alternative is for the one-mile “Upper High Point reroute” from the Spires Spur (5,250 feet) to the start of Solar Ecstasy (5,685 feet), rerouting the existing High Point trail above the planned development to make it a more optimal grade for uphill mountain biking (the existing trail through this segment gains 414 feet over 0.79 miles, with an average grade of 10%).



#### 1.4. Submission Deadline:

Proposals must be submitted to POP by January 11<sup>th</sup>, 2024.

## 2. Scope of Work

### 2.1. Trail Design & Construction:

#### *Trail segments*

This procurement effort includes four trail segments from the attached appendix A.

- [Segment A \(Sparky reroute\)](#): 4,230' – 4,430', 0.65 mi, 6% average grade. The corridor lies on the edge of the Northern Lights powerline right of way. There is an opportunity for a dual track here, with a two-directional, primary uphill route next to a progressive downhill-only jump line.
- [Segment B \(Lower Sidewinder DH only\)](#): 4430' – 4550', 0.14 mi, 17.5% grade. A short DH-only segment from the new Sidewinder to new Sparky, intended to offer DH riders a more direct route back to Roundabout. Uphill riders will take Sparky all the way to the end of the existing Sidewinder trail to the north.
- [Segment C \(Sidewinder reroute\)](#): 4,540' – 4,780', 0.62 mi, 7.3% average grade. This is a two-directional trail to be designed as bike-optimized traditional singletrack.
- [Segment D \(Lower High Point reroute\)](#): 4,800' – 5,290', 1.68 mi. 6% average grade. A replacement for the existing ridge-top trail, the new High Point will be a two-way bike-optimized traditional singletrack. The trail must connect the top of the new Sidewinder, which will end near the top of Schweitzer's new road from the roundabout, to the Spires Spur, a short spur trail that connects to the paved road in the Spires subdivision uphill from the South Ridge development. After traversing below the new development for about 0.6 miles, the new trail must gain 290 feet over 0.68 miles to rejoin the existing High Point trail.

Total to be included in RFP: ~3.09 mi of traditional, bike-optimized singletrack +~0.25 mi of progressive jump line paralleling new Sparky climbing route on the edge of the power line ROW.

- [Additional Alternative Segment E \(Upper High Point reroute\)](#): 5,290' – 5,700', 1-mile. 7.2% average grade. The existing High Point trail above Spires Spur gains 410 feet in just 0.79 miles with an average grade of 9.8%. The desire is to rebuild this trail with a lower average grade to make it more suitable for two-way bike traffic. We invite proposals to include a bid for flagging and construction of this 1-mile segment of traditional bike-optimized "alpine" singletrack.

#### *Zone map*

To assist builders with planning and design, we have created a zone map showing the zones in which different developments will take place. A pdf of the zone map is included as an appendix, or you can follow the links below to view them online.

- [Sidewinder/Sparky reroute zone](#)
- [New road impact zone](#)
- [South Ridge development zone](#)
- [High Point reroute zone](#)



### *Seasonal considerations:*

None of these segments are flagged. Design and flagging should be planned for as soon as the upper elevations of the project site are accessible following snow-melt, which typically occurs by early to mid-June. The construction window on the South Ridge of Schweitzer is typically from mid-June through mid to late October. Typically, the higher elevations in this zone have gotten their first snowfall by mid-October and can be expected to be under snow by the end of October.

### *Creek crossings:*

The existing Sparky and Sidewinder trails include only one or two narrow creek crossings across seasonal drainages. Proposals should include in the cost estimate no more than TWO trail bridges (between 8 and 12 feet long) in the zone between the Roundabout and the South Ridge development.

The existing High Point trail does not include any creek crossings. However, with the proposed alignment moving the trail downhill from the ridge where the current trail lies, it is possible that seasonal drainages will be encountered. Proposals should include no more than TWO trail bridges in the Lower High Point reroute. It is entirely possible the High Point reroute will not require any built structures.

### *Desired trail style*

The desired nature of the new trails is “traditional, bike-optimized singletrack.” While mountain bikers make up the primary user group, High Point in particular is popular among hikers, trail runners, and berry pickers. Ultimately it is the desire of SMP, who is funding this project, for the new High Point trail to integrate with their South Ridge development from both the uphill and downhill ends of the property to provide a “perimeter trail” experience for residents.

The existing trails have average grades of greater than 8%. We desire the new trails to offer a more beginner and intermediate friendly climbing experience, with average grades of less than 7% wherever possible.

### *Trail system connectivity*

The existing trails form the only connection between the Watershed Crest and Schweitzer Resort trails, accessible via Solar Ecstasy uphill from the South Ridge, and the Lower Basin trails downhill from the Roundabout. It is the desire of both SMP and POP to not only maintain connection between these two heavily used and valuable trail zones, but to improve access by providing a *better* experience for user than what the existing trails provide. That means building them to modern standards, with a bike-optimized character, and with two-way traffic in mind.

The broader context of trails in the Watershed trail system is articulated in the Little Sand Creek Watershed Trail Master Plan, which is included as an appendix on the RFP page for this project.

## **2.2. Environmental Considerations:**

The project area lies within two watersheds; Sparky and Sidewinder lie entirely within the Schweitzer Creek Watershed, while High Point is in the Little Sand Creek Watershed, which serves as the City of Sandpoint’s primary drinking water source. As such, contractors are expected to follow the Best Management Practices as laid out in the City of Sandpoint’s Little Sand Creek Watershed Management Plan (included as an appendix to this RFP).



The project lies entirely on private property. Given the project will disturb more than one acre of soil, the contractor will be required to develop a Stormwater Pollution Prevention Plan (SWPPP) and with that procure a National Pollutant Discharge Elimination System (NPDES) construction general permit through Idaho DEQ.

### 2.3. Safety Standards:

Trail design and construction should follow safety standards as laid out in leading trails design handbooks such as IMBA's Trail Solutions and the Guidelines for a Quality Trail Experience.

The trails are to be designed and built as “intermediate bike-optimized singletrack shared-use non-motorized trails.” While we are comfortable with the types of features typical of intermediate mountain bike trails, such as rollers, side hits, optional jumps, rock roles, and so on, the new trails need not include any unnecessary built features and should require minimal borrow-pit style construction. The new trails should make use of the natural terrain features, with elevated turns built for rideability both uphill and downhill, but not necessarily for maximum speed by downhill riders. The “switchberm” style of elevated turn is most appropriate along segments C, D, and E. Segments B (downhill-only) and A (where we desire a downhill-only line paralleling an up-track) should incorporate larger berms, rollers, and table-top jumps designed for downhill riders to maintain speed and get some air where possible.

### 2.4. Project Timeline:

December 8<sup>th</sup>, 2023: POP posts RFP

January 11<sup>th</sup>, 2024: Proposals due

January 8<sup>th</sup> – 12<sup>th</sup>: Proposal evaluation

January 15<sup>th</sup> – 19<sup>th</sup>: Contract finalization and award

January 19<sup>th</sup> – May 31<sup>st</sup>: Pre-construction phase / permitting (Stormwater Pollution Prevention Plan and Idaho Pollutant Discharge Elimination System permit development and procurement from DEQ)

June 1<sup>st</sup> – June 7<sup>th</sup>: Contractor mobilization, design, and flagging.

June 7<sup>th</sup> – September 30<sup>th</sup>: Construction period, with work substantially completed by September 30<sup>th</sup>.\*

No later than September 30<sup>th</sup>: Initial inspection with POP and SMP.

October 1<sup>st</sup> – October 15<sup>th</sup>: Final adjustments to trail based on inspection results.

October 15<sup>th</sup>, 2024: Final inspections with POP and SMP. Trail ready to open (as conditions allow).

\*Ideally, contractors will be flexible and able to mobilize based on actual spring snow conditions. Should Schweitzer have a low snow year, it will be possible to access the site for flagging and construction earlier than June 7<sup>th</sup>. In the case of a heavy snow year it could be later in June before the upper elevations are accessible.



## 2.5 Budget:

The budget for this project aligns with national averages for professional trail builder contracting services for traditional, bike-optimized singletrack. Competitive bids will include detailed budgets that distinguish between costs associated with design and construction.

## 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. 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.



- OPTIONAL: Include a fee proposal for Additional Alternative trail segment D.
  - Ensure your pricing is competitive and transparent.
10. References:
- Provide references from previous clients or partners who can vouch for your work.
  - Include contact information for these references.
11. Certifications and Licenses:
- List all relevant certifications and licenses held by your company.
  - Ensure that your business is legally qualified to perform the work.
12. Insurance:
- Provide proof of comprehensive general liability insurance as required by the RFP.
13. 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.

### 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. Team make-up and capacity
  - a. Size and experience of build team
  - b. Capacity of team to complete project in required timeframe
4. Cost Proposal:
  - a. Competitiveness
  - b. Transparency (no hidden costs or unexpected fees)
5. References
6. Quality of Work (based on previous trail construction projects)
7. Compliance and Licensing:
  - a. Certifications and Licenses
  - b. Insurance
8. Schedule and Timeline
9. Environmental Impact & Erosion control measures

### 3.3. Submission Instructions:

Proposals may be submitted through January 11<sup>th</sup>, 2024 to [jason@pendoreillepedalers.org](mailto: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 January 19<sup>th</sup>, 2024 and is initially planned to conclude on October 31<sup>st</sup>, 2024, with the project at substantial completion by October 1<sup>st</sup>, and final completion by October 15<sup>th</sup>.

- **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 POP and SMP.

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 (with no less than 15 days' notice).

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 (no less than 15 days) 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:

Insurance and indemnification requirements from SMP are included as an appendix on the [RFP page](#) on Pend Oreille Pedalers' website.





#### 4.3. Payment Terms:

**Initial payment:** When a contractor is selected (by January 19<sup>th</sup>, 2024), 10% of the accepted maximum (not to exceed) bid amount will be paid to the contractor to provide initial working capital and to initiate the project.

#### **Progress payments:**

- When corridor flagging is complete, a second payment of 10% of the accepted maximum may be paid to the contractor.
- When approximately 1/3<sup>rd</sup> of the linear footage of the flagged corridor is built, a third payment equal to 23.3% of the project's cost may be requested. When an additional 1/3<sup>rd</sup> the trail is completed, a third payment of 23.3% of the overall cost may be requested. When the trail is substantially completed, fourth a payment of 23.3% 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 SMP staff and resulting adjustments made by contractor.

#### **Design/Build contractor fee payment summary:**

- 10% paid upon signing of contract
- 10% paid upon completion of flagging and design
- 23.3% paid upon completed construction of first 1/3<sup>rd</sup> of trail
- 23.3% paid upon completed construction of second 1/3<sup>rd</sup> of trail
- 23.3% paid upon **substantial completion\*** of final 1/3<sup>rd</sup> of trail
- 10% paid upon **final completion\*\***
- = 100% payment

**\*Substantial completion:** When the project is 90% complete, meaning all tread and structures are built, wood and dirt features are finished. Final 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 POP and SMP.

**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 and SMP in advance of all work to be performed.

#### 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 of seven (7) days 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

Appendices are available on the [RFP page on POP's website](#).