

SOUTHERN OFF-ROAD BICYCLE ASSOCIATION

REQUEST FOR QUOTE (RFQ)

UWHARRIE/WOOD RUN TRAILS ENHANCEMENT PROJECT PHASE 1

A Southern Off-Road Bicycle Association (SORBA) project in partnership with the United States Forest Service (USFS) with funding provided by the Federal Department of Highways Administration's Recreational Trails program via the North Carolina Division of Parks and Recreation to improve and enhance shared use backcountry trails in the Uwharrie National Forest.

QUOTE DUE DATE: 5:00 pm, June 6th, 2011
Project Completion Date: September 30th, 2011

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SECTION 1:PROJECT DESCRIPTION AND SCOPE

1.1 General Project Description

The Southern Off-Road Bicycle Association (herein referred to as “Client”) is seeking a contractor to provide an experienced trail crew to perform specified backcountry trail maintenance and trail construction on shared-use (bike/hike) trails in the Wood Run area of the Uwharrie National Forest. The work sites included in this project are located north of NC 24/27 between Albemarle and Troy, North Carolina, two miles east of the bridges over Lake Tillery/Pee Dee River. Some of the job sites are best accessed via a forest service road (Walker Mtn Rd) located off River Road (NC-1150).

The project area encompasses rugged terrain with steep rocky slopes ranging from 20 to 80 percent. The elevation ranges from 450 to 750 feet. The surroundings demand a high standard-of-care during construction activities due to significant and extensive archeological resources. The area is remote, typically without mobile phone coverage, and is located approximately one hour from emergency medical service.

Trails within this scope of work are currently designated for bicycling and hiking, with a bicycle design standard. Many of the sites will only be accessible by hand crews or small equipment. Not all sites may be accessible or appropriate for mechanized equipment.

1.2 Project Scope

The work outlined in this document shall be completed by September 30, 2011.

There are four separate work areas described in the project detail section. Overall, the project’s estimated scope of work includes at least 20,000 feet of new construction, 12 switchbacks or insloped turns, 2,200 square feet of rock armoring, 25 rolling grade dips, and over 2,800 feet of light road to trail conversion. More detail is available in “Part B Project Details”.

This project is funded by a grant from the North Carolina Division of Parks and Recreation via the Recreational Trails Program of the Federal Department of Highways.

1.3 Additions and Deletions

No extras or additional work will be allowed or paid for unless such extras or additional work are ordered in writing by the Client, and the price fixed and agreed upon before such work is performed. The Client will not accept any overruns nor will it pay any quantities beyond those specified.

The Client shall have the right, without invalidating the contract, to make additions to or deductions from the work defined in this document, and in case such deductions or additions are made, an equitable adjustment of the addition to or deduction in cost shall be made between the Client and the Contractor, but must be agreed to in writing.

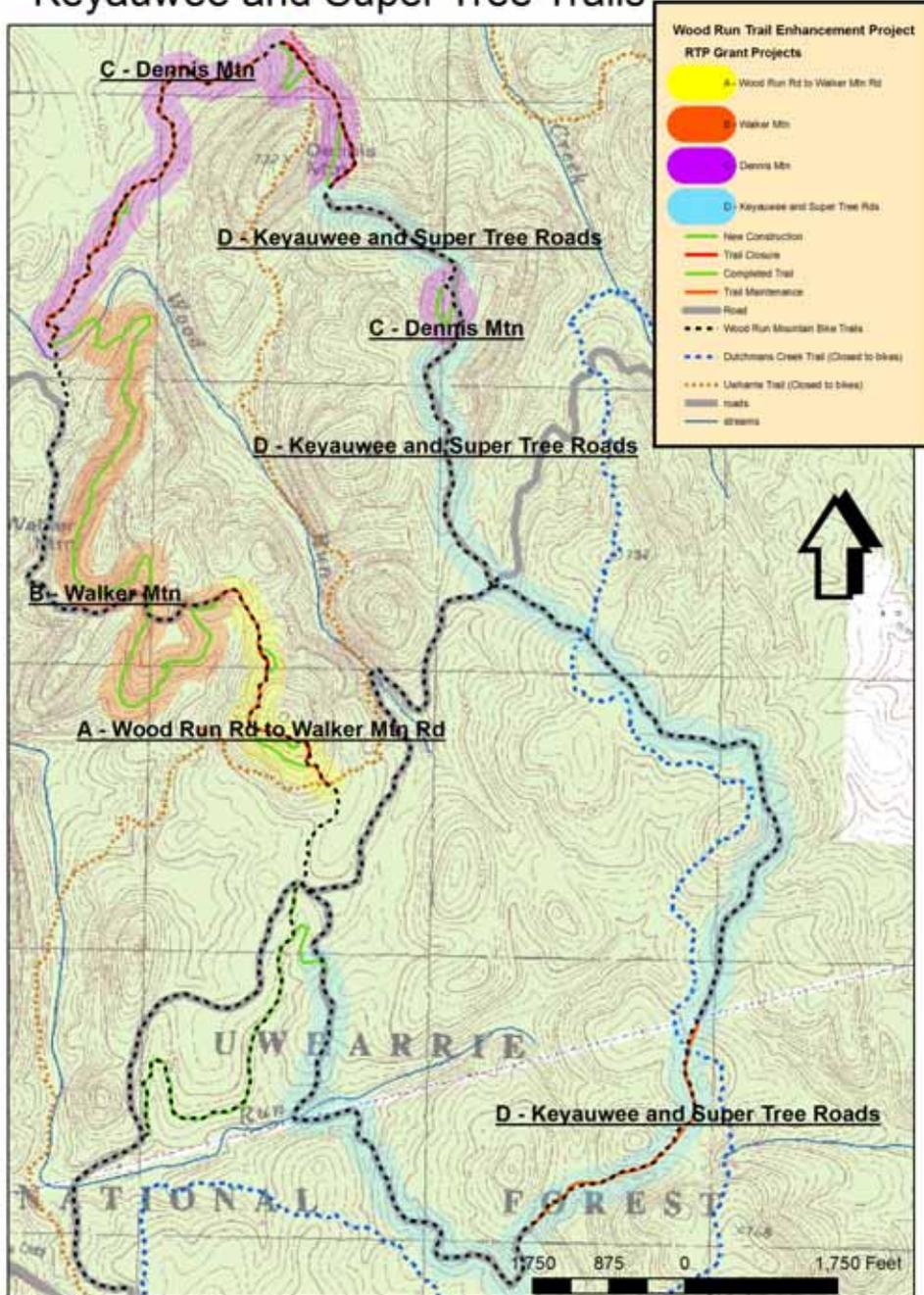
1.4 Discrepancies

Should the Contractor discover discrepancies in this document, the matter shall at once be brought to the attention of the Client, and the discrepancies corrected before proceeding further. Client shall not be responsible to compensate Contractor for work performed on matters where discrepancies exist.

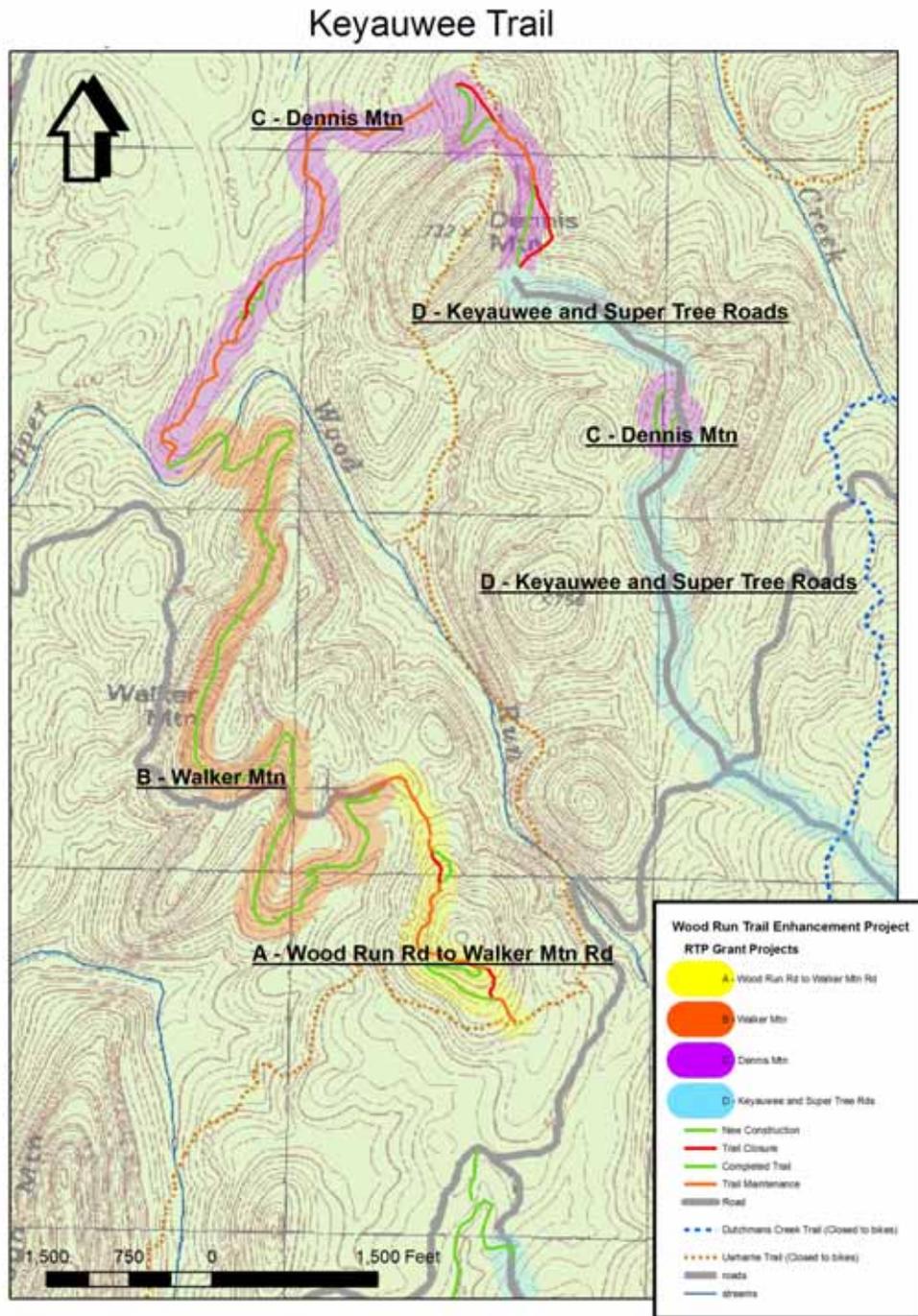
SECTION 2:MAPS

2.1 Keyauwee and Super Tree Trails

Keyauwee and Super Tree Trails



2.2 Keyauwee Trail



SECTION 3:PROJECT DETAILS

3.1 A - Keyauwee Trail (Wood Run Rd to Walker Mtn Rd)

Scope of Work: Perform maintenance of the Keyauwee Trail singletrack to improve its sustainability. Includes a section of rock armoring to anchor installation to reduce visitors' speed and damage to tread above Uwharrie trail intersection. Existing trail is legacy rolling-contour. This leg contains one significant fall-line segment that cannot be addressed in this scope due to archeological conflicts. Machine access is via segment 34 and Wood Run Rd.

USFS Trail ID: Keyauwee Trail.

Location: Wood Run Hunt Camp to Walker Mtn Rd.

Concern: Legacy singletrack is hard to maintain due to lack of drainage structures. Short fall-line segments negatively impacting surround resource.

Prescription: Install rock armor, boulder anchors, rolling grade dips and knicks.

3.2 B - Keyauwee Trail (Walker Mountain Rd)

Scope of Work: Construct relocation of the Keyauwee Trail to take it off Walker Mtn Rd. New singletrack will seamlessly blend into existing singletrack and traverse contours to a crossing of Walker Mtn Rd. Blends into matching new segment 52. Construct approximately 14,300' of new tread. Required elements include a swale crossing, seven constructed turns, and terraces to address a required steep grade. Note this segment passes through significant rocky terrain. Corridor is constrained due to significant archeological resources.

Location: Top of Walker Mtn Rd. Eastern end of work area is at the end of the doubletrack portion of the road.

Concern: The current use of Walker Mtn Rd as a trail provides a poor user experience and increases likelihood of user conflicts due to allowed speed differential between different user groups.

Prescription: 14,300' of new contour trail, some through rocky terrain and/or across steep side slopes. Seven constructed turns; three insloped switchbacks and four insloped turns. Four terraces. A small tracked pusher/dozer, micro excavator and crawler/dumper are the recommended equipment.

3.3 C - Keyauwee Trail (Dennis Mountain)

Scope of Work: Perform maintenance of the Keyauwee Trail singletrack to improve its sustainability and construct several new section sections of singletrack. Existing trail is legacy rolling-contour.

USFS Trail ID: Keyauwee Trail.

Location: North end of Keyauwee Loop.

Concern: Legacy singletrack is hard to maintain due to lack of drainage structures. Short fall-line segments negatively impacting surround resource.

Prescription: 3,100' of new Class 3 trail constructions, 2,200' of trail closure, four insloped turns, rock armoring of wet areas, and installation of 25 rolling grade dips.

3.4 D - Super Tree and Keyauwee Road Maintenance

Scope of Work: Install 20 rolling grade dips on recently regraded USFS roads. The Super Tree road is an USFS administrative road and Rolling Grade Dips on it need to be passable by a 2WD passenger vehicle. The section of road on the Keyauwee loop is a temporary road and will be closed to motorized traffic.

USFS Trail ID: Keyauwee Trail and Super Tree Trail

Location: Eastern leg of Keyauwee Loop and sections of Super Tree Loop.

Concern: Recent timber harvest activity has resulted in negative impacts to the shared road/trail tread and increased run-off.

Prescription: Install 20 Rolling Grade Dips to mitigate increased run-off and protect trail/road surface from erosion damage.

SECTION 4: FINISHED TRAIL CONSTRUCTION AND MAINTENANCE GUIDELINES

4.1 Trail Construction Best Practices

To satisfy Erosion & Sediment Control requirements, trail must be finished as the project moves forward. Ideally, all roughed-in corridor will be finished the same day. Any segments requiring delayed finishing must be approved in advance by Client.

4.2 Corridor Clearing

Corridor clearing shall be confined to within three (3) feet of trail and backslope edges. Refer to section 11.2 for new construction clearing specifications.

4.3 Debris

Cut and scatter all branches and brush to maximum height of 18 inches. No debris shall be left within 10 feet of trail. Butt-ends of any sawed limbs shall be placed facing away from trail.

4.4 Tread

All tread for Class 3 trails shall be constructed as three-foot wide full bench excavation whenever possible. All tread for Class 2 trails shall be constructed as two-foot wide full bench excavation whenever possible. If fill is required, it should be supported by a stone retaining wall. Exceptions may be made at the discretion of the Client.

4.5 Rocks

On Class 3 trails maximum size rock material to be left in trail shall not protrude more than three (3) inches from the tread surface. On Class 2 trails maximum size rock material to be left in trail shall not protrude more than six (6) inches from the tread surface. Exceptions may be made in scree fields or where only a portion of the tread is obstructed. All rock embedded in the trail surface should be stable. When used in structures, care will be taken to match rock to the immediate surroundings; grain patterns, lichen growth, etc. Excess tool marks on rocks is not acceptable. Non-native rock may only imported into a work area without approval of Client. Non-native rock should match existing rock on site in coloration, texture, and composition.

4.6 Woody Material

Woody material such as stumps, logs, and brush shall be removed from the trail tread. No stumps less than 12" diameter shall be left with three feet of the trail tread.

4.7 Backslope

Backslope of trail should be graded to 3:1 slope or until it matches the existing slope.

4.8 Trail, Finished Condition

Hand finish and grading of trail tread, backslope, down slope spoils, and drainage features shall leave a surface that matches the texture of the surrounding forest floor while enabling water to drain off the trail.

4.9 Spoils Stabilization

All excavated materials not used in the trail tread or other trail structures must be stabilized. Spoils should be distributed in a thin layer adjacent to the trail tread. Care should be taken to avoid placing spoils in drainages or swales. When possible, spoils should be mulched with native materials to discourage erosion while native seed stocks reestablish. In areas without adequate native mulch, seed-free straw may substitute. In certain circumstances, installation of formal erosion control measures may be required.

4.10 Turns

All turns should have a minimum radius of seven feet and can be either a insloped switchback or, on slopes with a maximum cross grade of 20%, an insloped turn with an entrance and exit rolling grade dip. Insloped turns should be constructed to have good flow for bicycles, including ; appropriate variations in radius and , well-placed berm elements.

4.11 Grade Reversals

A designed grade reversal or constructed rolling grade dip should occur at least every 100 feet and preferably more frequently. All grade reversals must be strongly anchored to discourage short cutting.

4.12 Water Diversions

All tread should be outsloped five percent whenever possible, when not preferred due to purpose-built flat tread, or insloping, resource concerns, or obstruction, water can be directed down the trail for up to 50 feet before a water diversion location.

4.13 Invasive Species Distribution Prevention

All hand tools and mechanized equipment should be free of invasive seeds and clean of any dirt and mud when entering a project site. When transporting equipment from a site with invasives to another site it should be cleaned.

4.14 Filter Strips

Filter strips are vegetated areas downslope of the trail corridor intended to treat sheet flows coming off the tread. Filter strips function by slowing down flow velocities, filtering out sediments, and providing an opportunity for infiltration into

the underlying soils. Properly mulched spoils may be designated as part of the filter strip. Filter strips shall not be used as regular travelways for equipment and materials. Areas with inadequate filter strip capacity above waterways may require installation of formal erosion control measures to satisfy Erosion & Sediment Control plan requirements.

4.15 Mechanized Equipment Best Practices

All track marks will be raked smooth. Impacted area will be finished to have a *nature shape* (e.g., spoils piles rounded, smoothed and cleared of significant brush, blade edges blended). A spill kit suitable for five gallons of fluid will be onsite whenever mechanized equipment is operated. Scarring of trees is to be avoided. Significant and repeated scarring may result in a financial penalty of \$100 per tree over 4" DBH.

SECTION 5: UNIT DEFINITIONS AND DETAIL DRAWINGS

Any accompanying figures are for illustrative purposes only and do not relieve Contractor of the need to satisfy written requirements

5.1 Trail Construction (USFS Bicycle Class 3) (figures 1 - 4)

Tread variance of up to three inches in height will be allowed in trail surface due to embedded rocks or roots. Each linear foot unit shall be considered three feet wide. In some locations the trail will be wider than three feet and the bid quantities have been adjusted to accommodate this. Trail width specification applies to active tread only; backslope is not included. Backslope dimensions are derived from surrounding area such that they satisfy the earlier stated 3;1 definition.

The trail tread shall consist of packed earth or rock. Any stumps should be excavated and removed from the trail tread. The trail corridor shall be cleared of all woody plants larger than four inches DBH. Any stumps resulting from the clearing should be excavated and removed.

Any downslope spoils must be distributed such that no berm is present. Spoils must be stabilized with a covering of forest duff. In areas with insufficient duff, seed-free straw may be substituted for forest materials. Excess soil shall not be distributed into drainages or adjacent to streams. Any woody debris not used in trail closure should be removed from sight of the trail or arranged to blend into the landscape. The trail corridor shall extend horizontally four feet from the centerline of the trail to both sides and will be vertically 10' high.

5.2 Trail Construction (USFS Bicycle Class 2) (figures 1 - 4)

Tread variance of up to six inches in height will be allowed in trail surface due to embedded rocks or roots. Each linear foot unit shall be considered two feet wide. In some locations the trail will be wider than two feet and the bid quantities have been adjusted to accommodate this. Trail width specification applies to

active tread only; backslope is not included. Backslope dimensions are derived from surrounding area such that they satisfy the earlier stated 3:1 definition.

The trail tread shall consist of packed earth or rock. Any stumps should be excavated and removed from the trail tread. The trail corridor shall be cleared of all woody plants larger than four inches DBH. Any stumps resulting from the clearing should be excavated and removed.

Any downslope spoils must be distributed such that no berm is present. Spoils must be stabilized with a covering of forest duff. In areas with insufficient duff, seed-free straw may be substituted for forest materials. Excess soil shall not be distributed into drainages or adjacent to streams. Any woody debris not used in trail closure should be removed from sight of the trail or arranged to blend into the landscape. The trail corridor shall extend horizontally four feet from the centerline of the trail to both sides and will be vertically 10' high.

5.3 Rock Armor (figure 5)

Armor trail tread surface with stone pitching at least 10" deep with a minimum of two-thirds of the rock buried below the surface of the surrounding grade. Stones should be stable and aligned perpendicular to the direction of travel. Variance in the surface height of stones can be no more than one inch on Class 3 trails and three inches on Class 2 trails, unless approved by the Client. Each end of a pitched section shall be supported by larger "bookend" stones embedded in the ground. Additional guide stones may be required if the final surface of the trail appears more rugged than the adjacent landscape.

Rock used for armoring should be 2" – 24" thick and 12" – 48" wide. Voids shall be filled with compacted native soil, crushed rock, and/or crusher fines.

Boulder Anchors shall be placed approximately every six feet on either side of the trail to keep users on the tread.

5.4 Rolling Grade Dip (figure 6)

Minimum length of drain portion is six feet. The rise must be at least 10' long. Differential between bottom of dip and top of rise should fall in the range of 12" - 24". Grade of drain must be at least 15% to encourage self-cleaning. If drain grade exceeds 25%, drain must be armored to discourage headcutting. Rolling grade dips must be sited at least 30' uphill from significant turns in order to reduce the effects of unweighting by higher speed users. Exceptions on these dimensions may be made by the Client on a site-by-site basis to accommodate terrain constraints. In certain locations smaller structures reinforced with large rocks that fit the character of the trail may an acceptable substitute.

5.5 Knick (figure 7)

A knick reestablishes outslope in the drain of a trail segment that already incorporates appropriate grade reversals. Create a knick by shaving a semi-circle in the drain to recreate the grade of the original outflow. Be sure to completely daylight the drain so that empties completely. If local conditions have changed, preventing such outsloping, add a basin adjacent to the tread just

beyond the drain. Ensure the basin overflows into the surround area, not the tread, when it overflows.

5.6 Terrace (figure 8)

A terrace is a combination of landing, drain, retaining wall, and step useful for creating sustainable shared-use trail in steeper corridors than would be supported by the natural surface tread alone. Steps are used to accelerate the climb/descent while the use of landings between single-risers allows continued use by bicycles. Terraces may be incorporated in new trail construction or applied as a corrective maintenance measure.

Step risers should be constructed out of stone. Rot-resistant wood may be substituted with the approval of the Client. Maximum height of a single riser is 12" and should be battered in the direction of uphill travel. Riser may be assembled from multiple stones with the understanding it must withstand the dynamic loading of climbing and descending users.

Landing must have a minimum length of at least 1.5 times the stride or wheelbase of the longest users. Each landing must drain itself. Drain differential must be at least six inches. It is not acceptable for a landing to drain over its riser. If drain grade exceeds 25% it must be armored to discourage headcutting. The fill required to create the landing is included in this unit.

The downhill edge of the landing must be supported by a retaining wall of stone. Rot resistant wood may be substituted with the approval of the Client. The landing's retaining wall must satisfy all the requirements of a standalone wall (see 11.7).

5.7 Rock Retaining Wall (figure 9)

Rock retaining walls should be stable and battered (inclined back into the slope) a minimum of 15% from vertical. All walls should have rubble backing of at least six inches in depth behind the wall to allow for drainage and to prevent damage from frost heaves. The base of the wall should be placed on firm compacted mineral soil or rock outcroppings. Any small stones used to "chink" larger stones in place should be placed in the back of the wall. The top of the wall should not be counted in the width of the trail tread. The top layer of stones should be stable and large enough to avoid being dislodged by shared use traffic. *Deadmen* (stones that extend from the wall into the slope) should be used to ensure integrity. There should one deadman for every five square feet of wall.

5.8 Insloped Switchback

The switchback unit includes any walls, armoring, and drainage features associated with the structure. All switchbacks will be constructed with an inslope. The uphill leg of switchback will have a pronounced Grade Reversal to maximize the lifespan of the structure. The uphill leg will have a grade of less than five percent and the downhill leg less than 20%, unless rock armoring is installed. The interior of the legs shall be filled with rock (existing or placed) or vegetation (existing or placed) to discourage shortcutting. The turn platform will have a

radius range of five feet. Any retaining structures will be constructed of stone and comply with all Rock Retaining Wall specifications. Each switchback is estimated to require 40 square feet of Rock Armor and 50 square feet of Rock Retaining Wall. Additional Rock Armor or Rock Retaining Wall units may be added by the Client.

5.9 Insloped Turn (figure 12)

The insloped turn unit includes any walls, armoring, and drainage features associated with the structure. Each insloped turn includes a Grade Reversal or Rolling Grade Dip before and after. The dips for these drainage features should be a minimum of six feet long and can have a cross slope of up to 15%. The uphill dip should be sited to minimize the unweighting effects of higher speed users. The turning radius should be consistent and greater than eight feet. The cross slope on the trail tread in the turn should be no more than 20%. Turns with a running grade over 20% in the apex should have a rock armored drain two feet wide following the inside of the turn. Each Insloped Turn is estimated to require up to 16 square feet of retaining wall. Additional retaining wall required beyond 16 square feet will be treated as separate units and may be added with the approval of the Client.

5.10 Boulder Anchor

Boulder Anchors are stones placed to direct visitors. They are used to create meander and prevent users from creating a more direct route. Each boulder anchor should be a minimum of 2.5 cubic feet in size and 1/3 of the boulder should be embedded into the ground. These boulders can be sourced on site if suitable material is within 30' of the trail centerline. Imported boulders can also be used with the approval of the Client. Imported boulders should match the native stone in style and coloration.

5.11 Straw Wattle Installation (figure 13)

Straw wattles are formal erosion control measures. They are installed in areas where the existing filter strip is inadequate to prevent sediment from reaching adjacent water courses.

Wattles are placed perpendicular to trail and/or anticipated flows, set in a minor indentation excavated approximately two inches. They are held in place with 1"x1" or 1"x2" stakes driven through the center of the wattle at least six inches into the ground, stopping about two inches above the wattle. Use five stakes in the typical wattle, 20' – 24' long. Set the wattle with foot-tamped backfill on the uphill side to prevent water from flowing underneath.

This unit includes installation only; all materials will be furnished by Client.

5.12 Trail Closure (figure 14)

Compacted tread shall be scarified to encourage regrowth of native seed stock. Exposed soils will be covered with local leaf litter. Trail tread will be disguised with woody debris. If trail is incised, check dams will be placed to capture sediment. If trail is actively eroding, Grade Reversals will be added to

stem continued damage. Trail corridor will be erased via the placement of vertical debris. If closure is significant, vertical debris must extend sufficiently from its end points (a minimum of 50') to successfully discourage continued use.

5.13 Modifications

Modifications to the specifications may be allowed, however they must be made by the Client in writing.

5.14 Figures

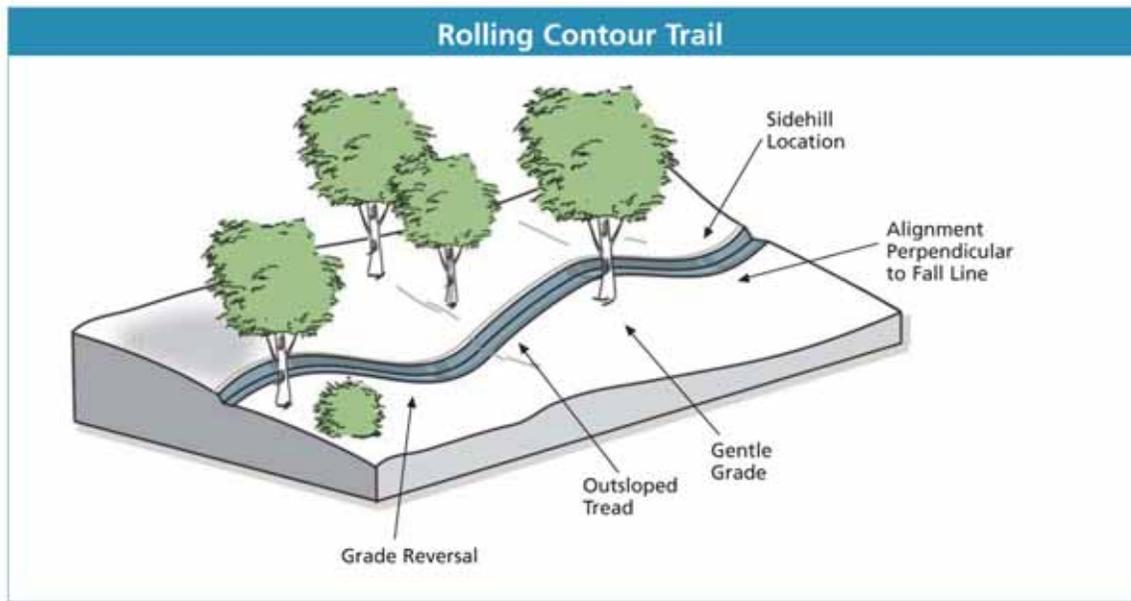


Figure 1: Rolling Contour Trail

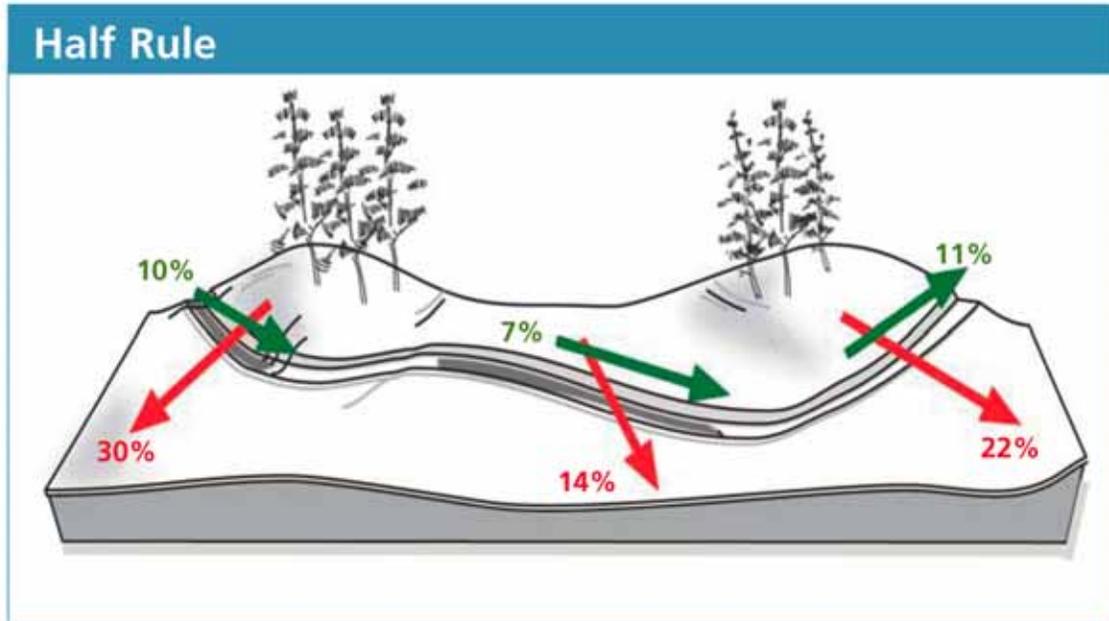


Figure 2: Illustration of The Half Rule

Full Bench Trail

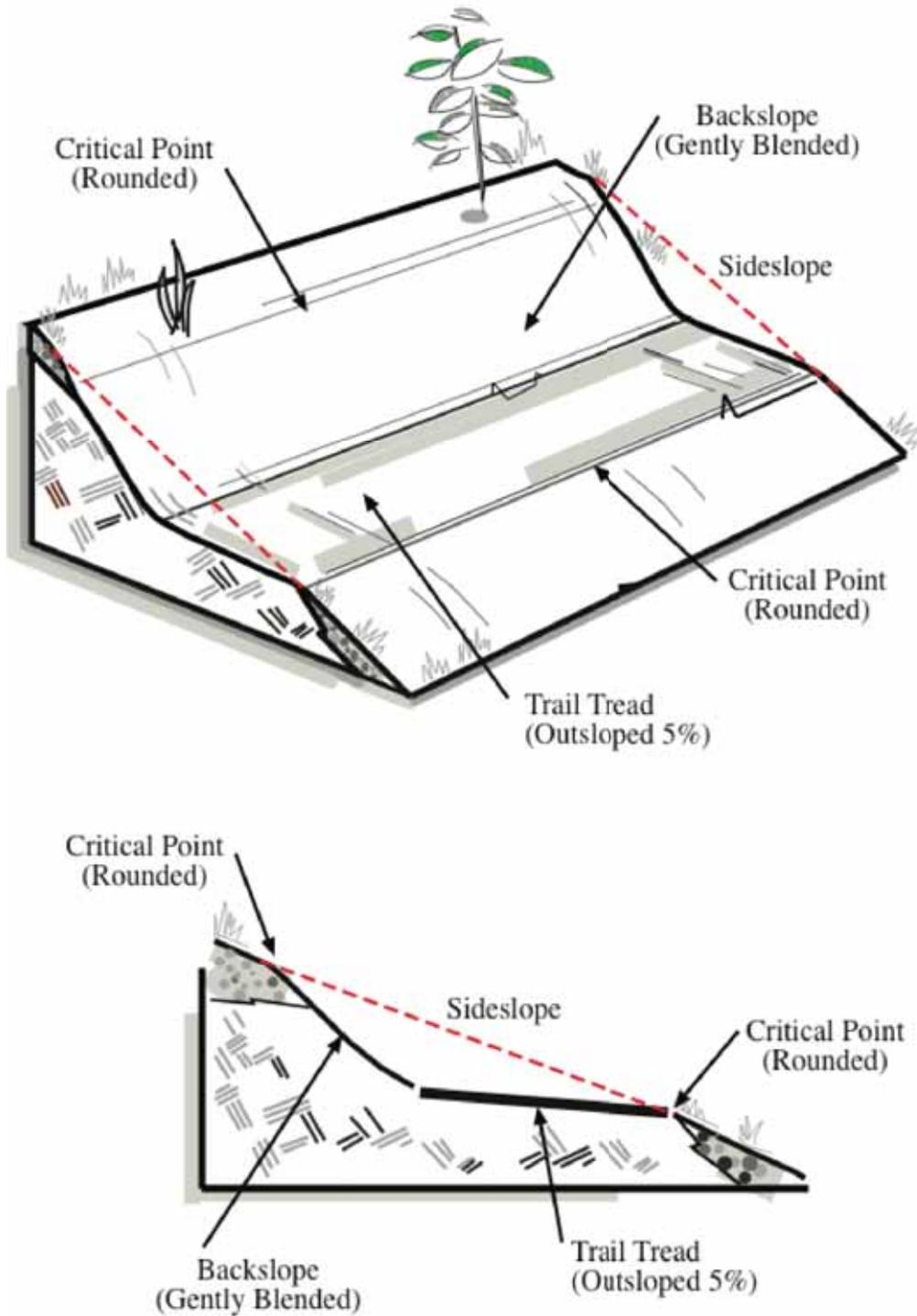


Figure 3: Full Bench Trail

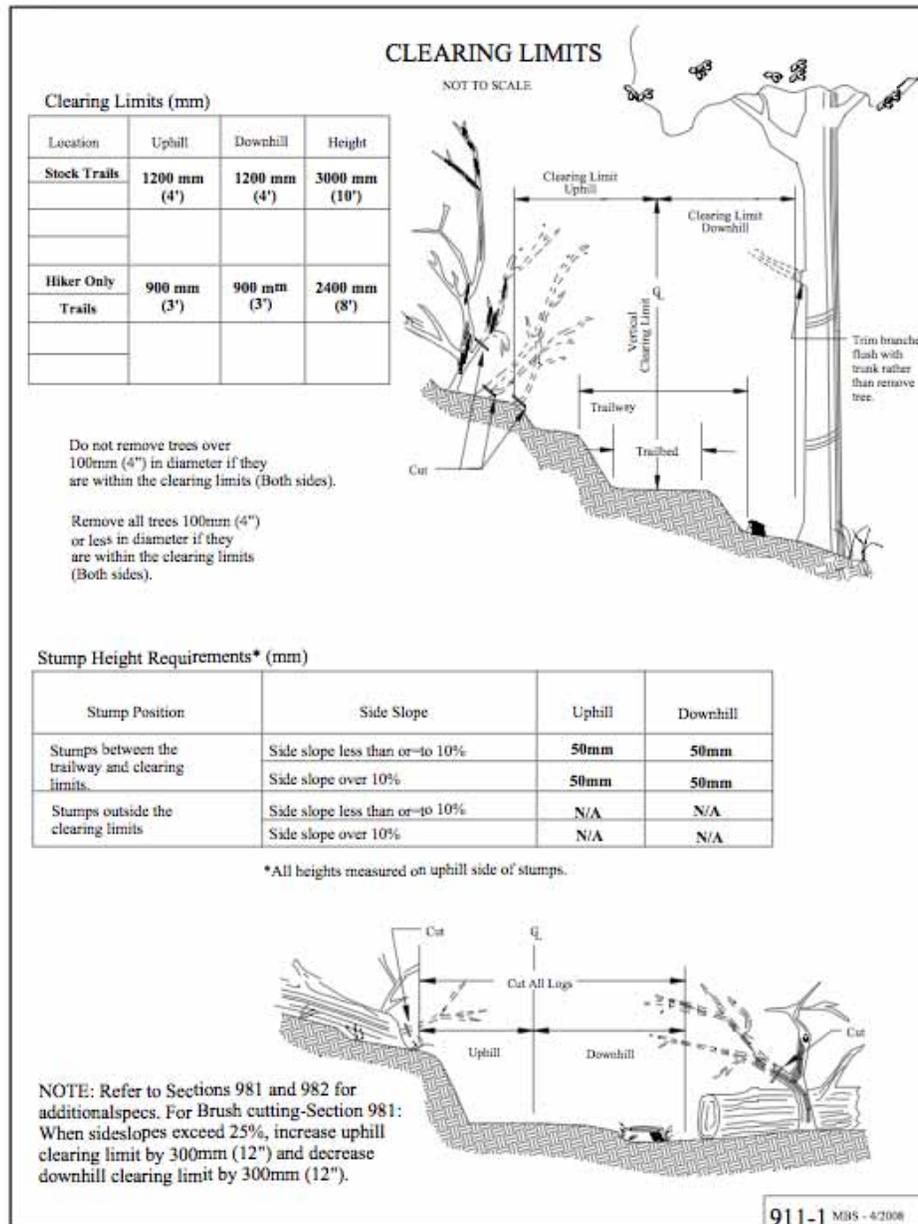


Figure 4: Clearing limits

Stone Pitching

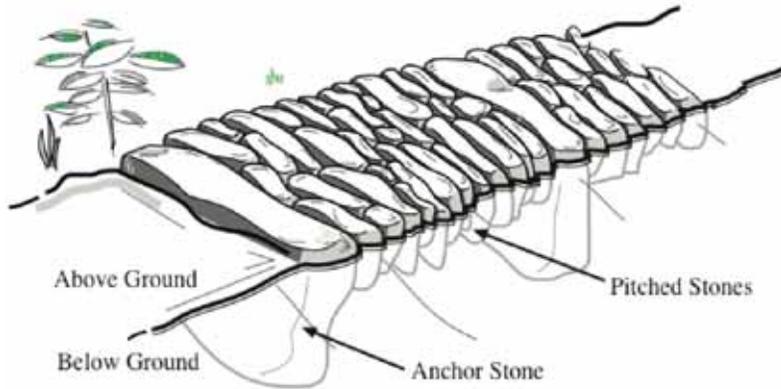


Figure 5: Stone Pitching

Rolling Grade Dip

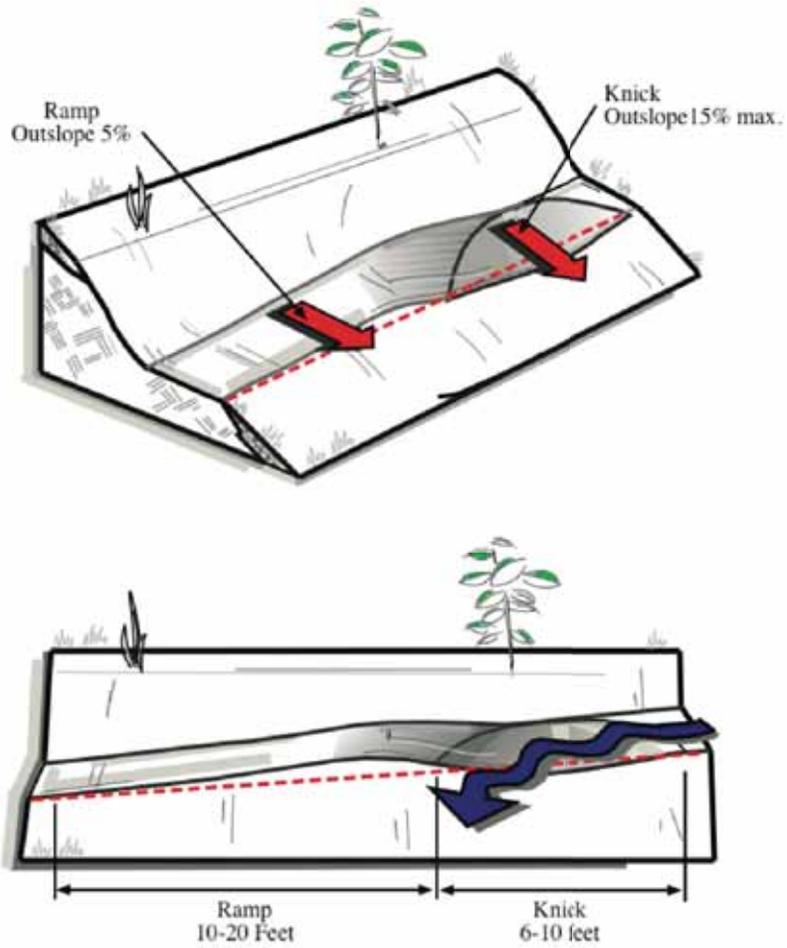


Figure 6: Rolling Grade Dip

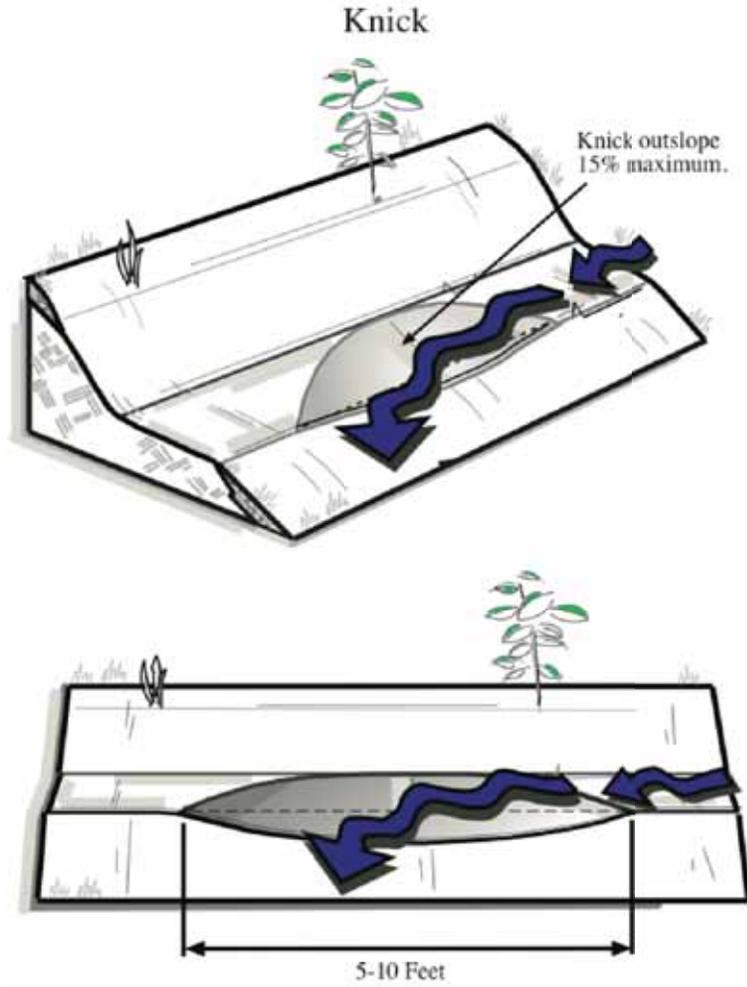


Figure 7: Knick

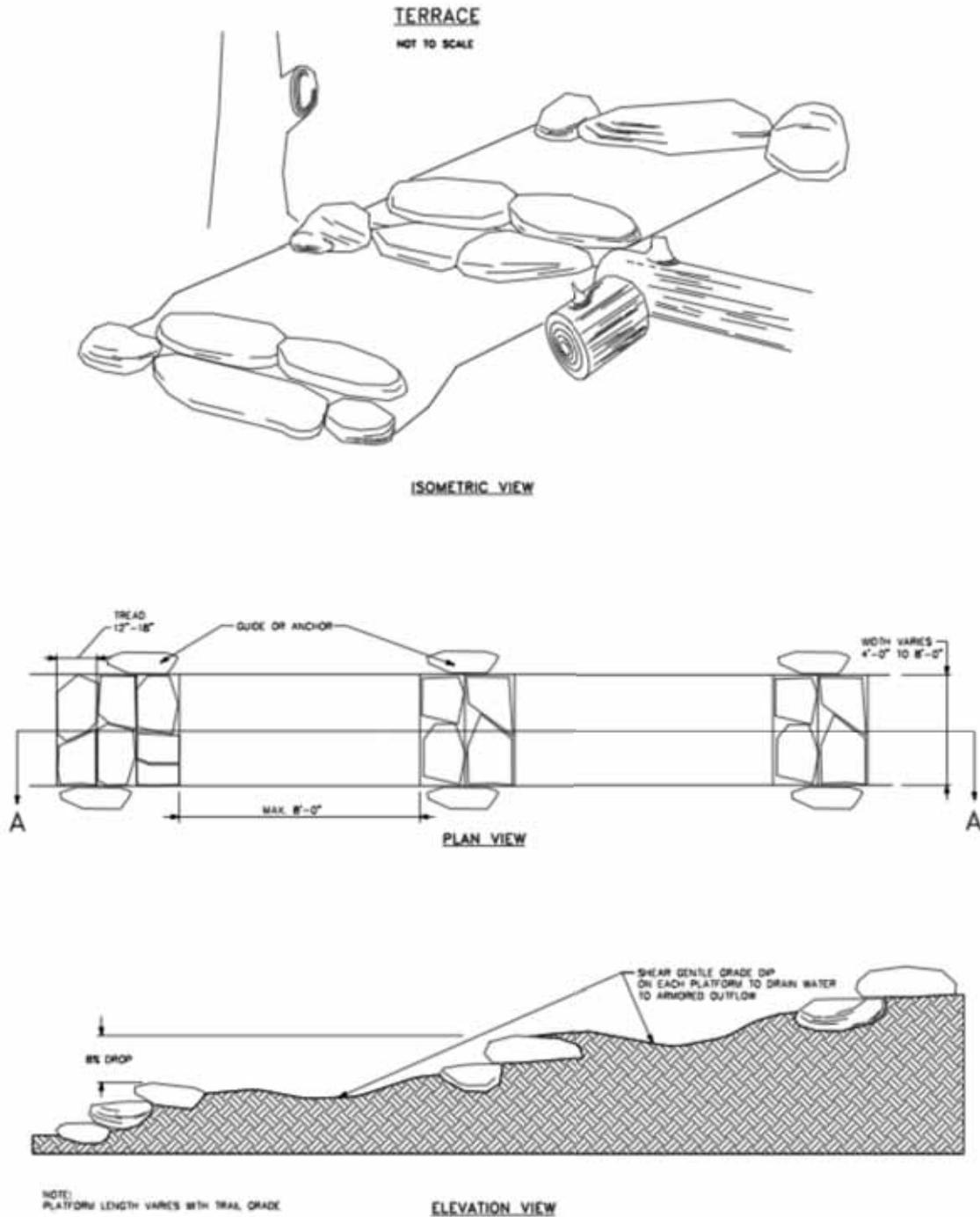


Figure 8: Terrace

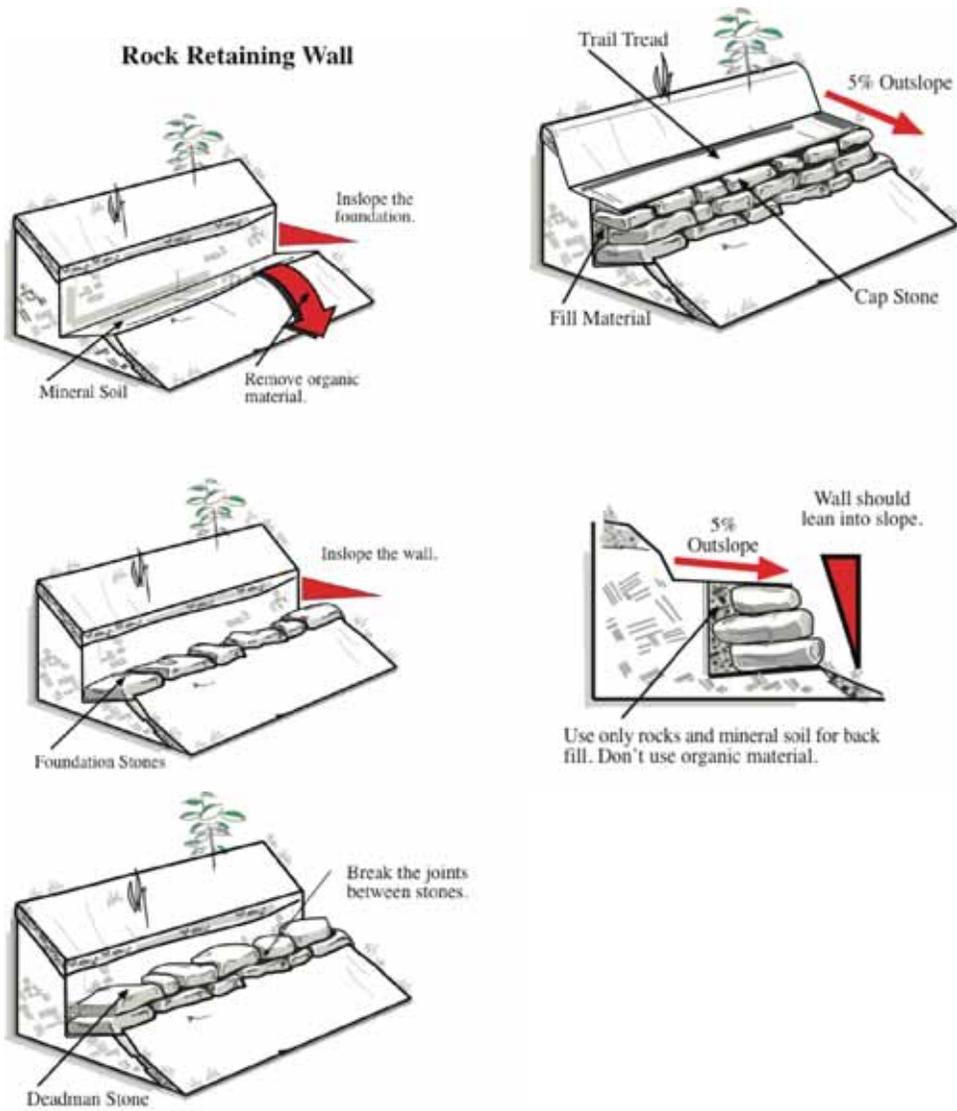


Figure 9: Rock Retaining Wall

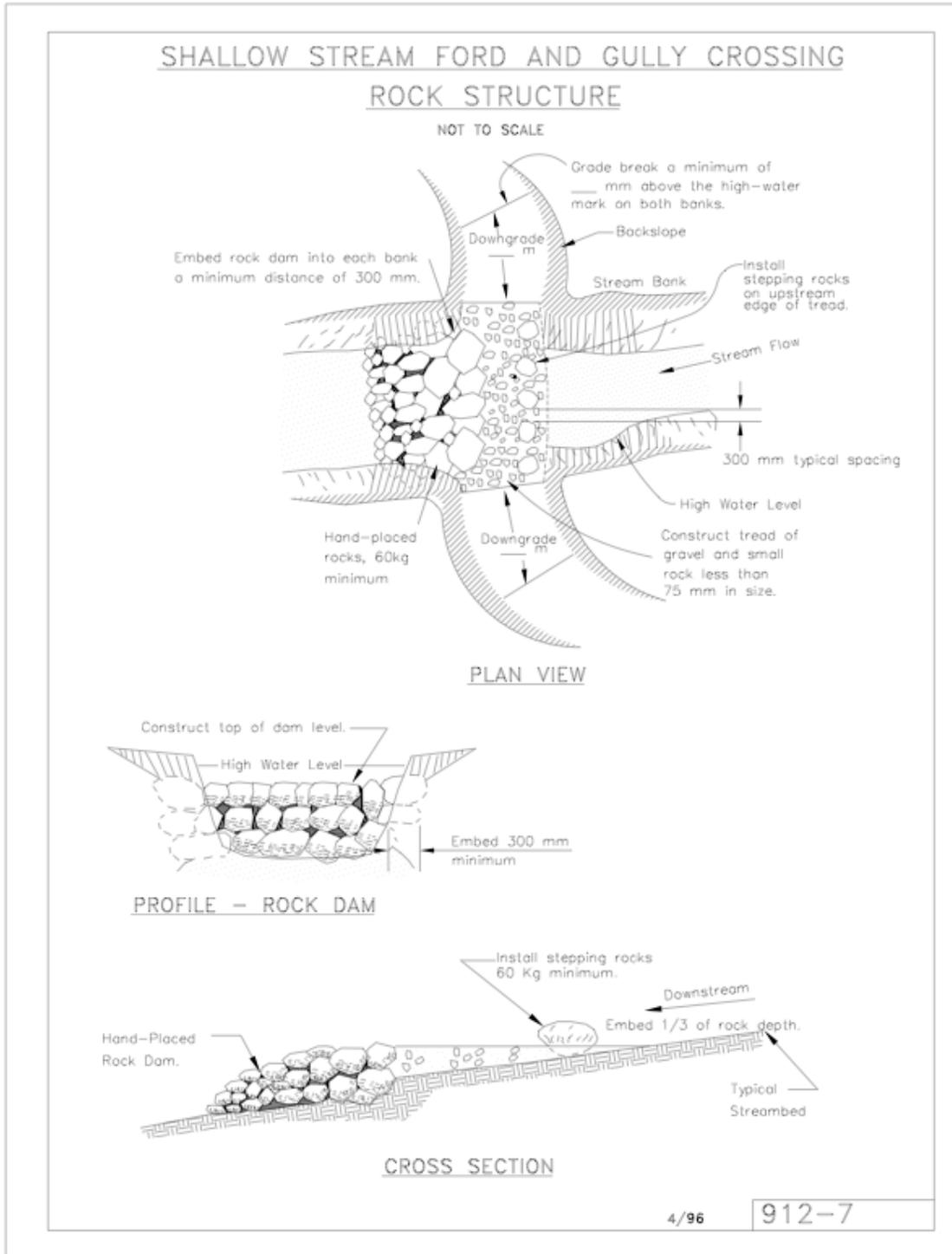


Figure 10: Shallow stream ford and gully crossing rock structure

Insloped Turn

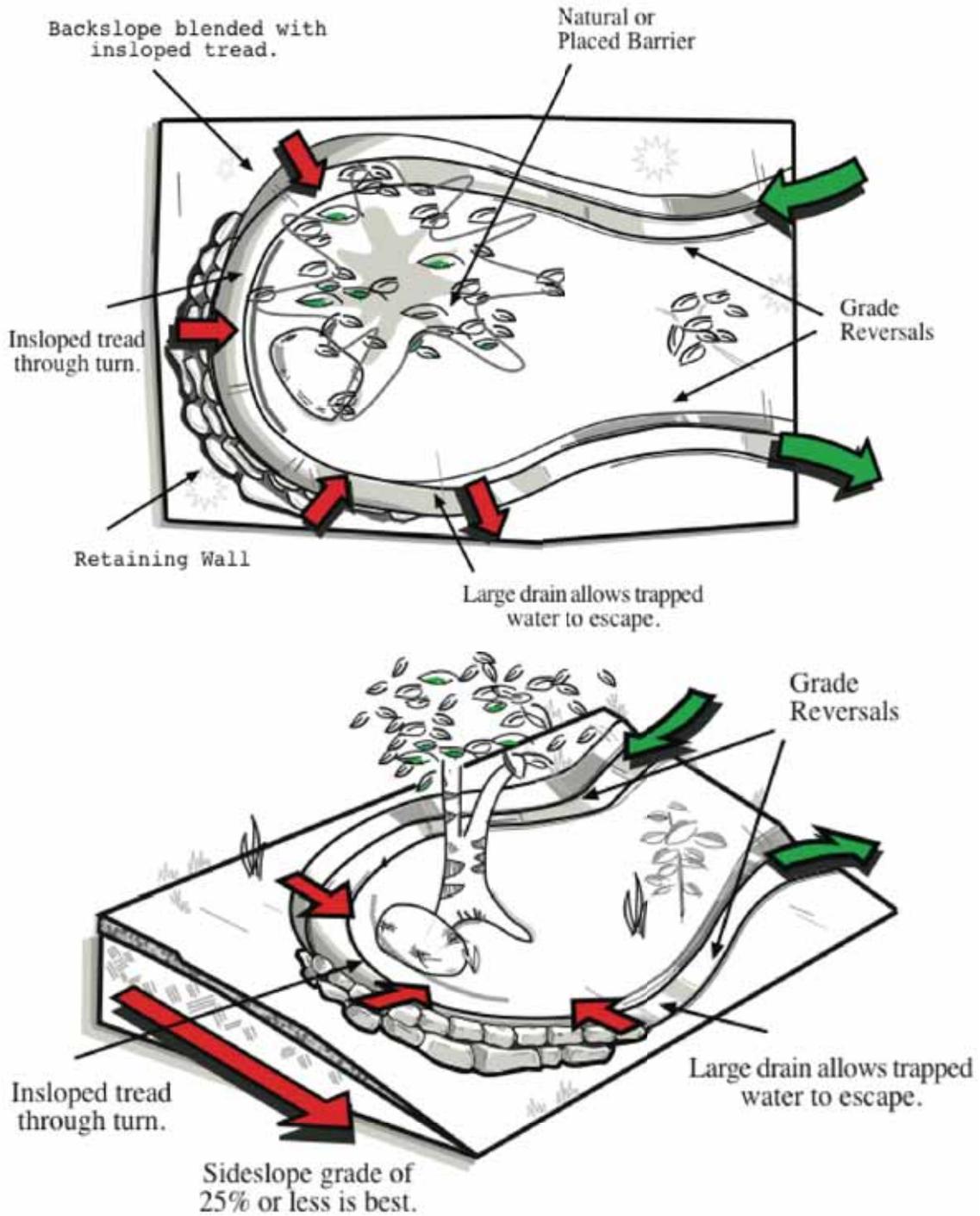


Figure 12: Insloped Turn



Figure 13: Straw Wattle Installation

Trail Closure and Reclamation

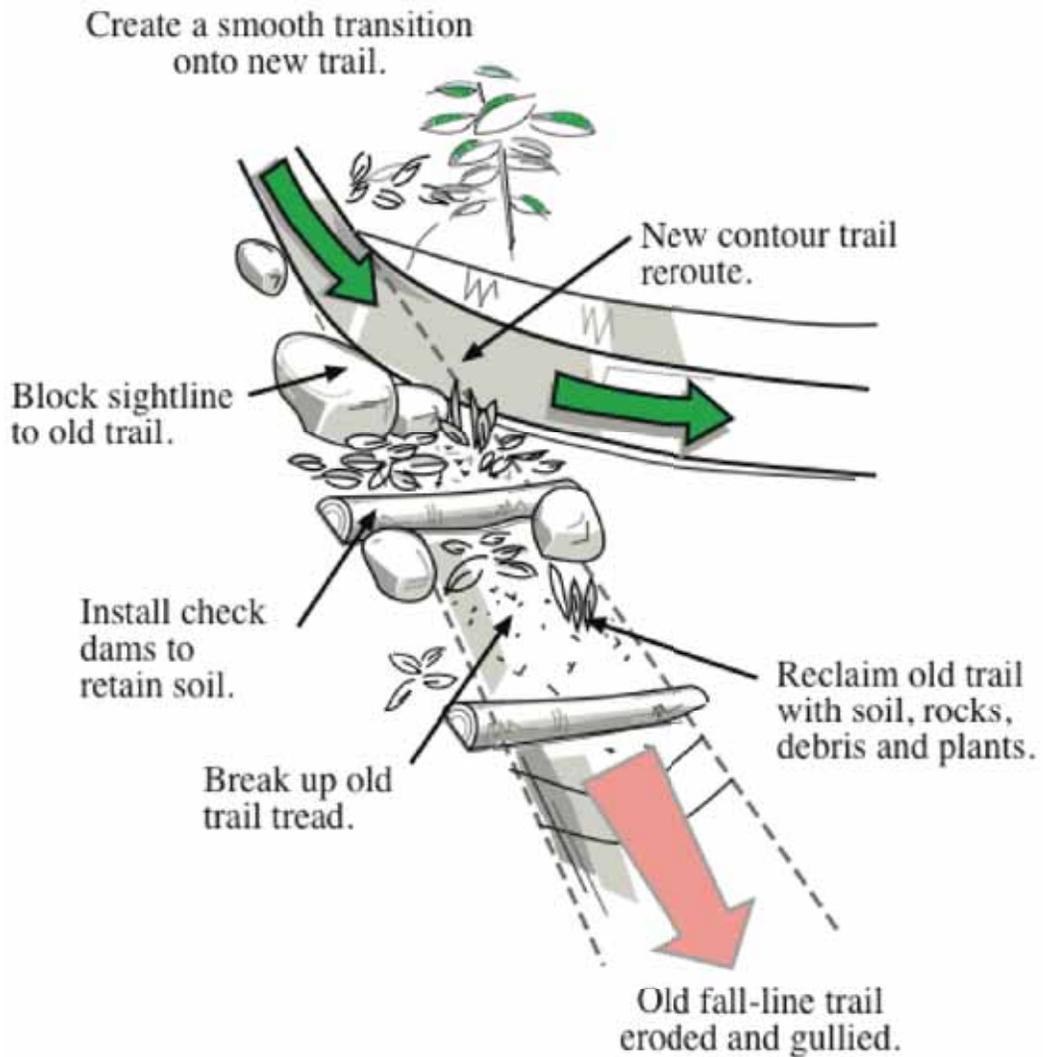


Figure 14: Trail Closure

SECTION 6: CONTRACTOR QUALIFICATIONS, REQUIREMENTS AND RESPONSIBILITIES

6.1 Membership

The Contractor shall be a Professional Trailbuilders Association (PTBA) member in good standing. Equivalent professional experience and ability, as determined by the Client, is acceptable.

6.2 Shared Use Experiences

The Contractor shall have demonstrable experience in building sustainable shared-use (hike/bike), bike-optimized singletrack trail in a backcountry environment.

6.3 Portfolio

The Contractor shall provide a portfolio showing work accomplished and references from past comparable or relevant projects.

6.4 Insurance

The Contractor shall carry \$1,000,000 in Commercial General/Umbrella Liability insurance and shall furnish a certificate listing the Client as an additional insured and showing the type, amount, class of operations covered, effective dates, and dates of expiration of policies.

6.5 Workman's Compensation

The Client reserves the right to request proof of compliance with workman's compensation laws.

6.6 Tools

The Contractor shall perform the required work using hand tools and/or small mechanized equipment that is a maximum of 50" in width. Equipment with adjustable width tracks must be able to reduce track width to less than 50". Some sites may not be suitable for equipment this large and other sites may not be suitable for any mechanized equipment regardless of size due to terrain constraints. Permanent modification of trail outside the scope of work to accommodate equipment access is not desirable and must be approved by the Client. Due to biological and archeological resources in the area equipment must stay within the current trail corridor or within 50' of the flagline on new construction. Travel off of the existing trail or flaglines is not permitted without written permission of the Client and approval of the USFS.

6.7 Mechanized Equipment

All mechanized equipment shall meet USFS specifications, be in good mechanical condition, free of any fluid leaks, be equipped with spark arrestors if applicable, and have charged fire extinguishers mounted in an accessible location.

All equipment will be clean and free of debris before being introduced to the work site. Tracks, undercarriage, and digging implements shall all be free of soil that may contain non-native plant material. Equipment is subject to inspection at the start and during the project.

Any equipment that appears to not meet these criteria shall be removed from the project site at the request of the Client and at no additional cost to the Client.

6.8 Backcountry Protocol

The Contractor's crew shall be familiar with backcountry operation and safety protocols as well as be familiar and adept at "leave no trace" practices.

6.9 Timetable

The Contractor shall provide an approximate timetable and schedule detailing how all project work will be met.

6.10 Meetings and Progress Reviews

The Contractor shall meet with a Client's representative at the beginning of each work week or as otherwise agreed upon by both parties to review progress and project expectations for the week.

6.11 What Contractor Provides

The Contractor shall provide the necessary supervision, equipment, and tools to perform specified trail maintenance and trail construction on identified trails and sites, including fuel for any mechanized equipment or tools and any and all personal protection and safety equipment required.

6.12 Food and Water

The Contractor shall be responsible for providing food and water for self and staff.

6.13 Public Safety

The Contractor shall ensure that reasonable precautions are taken to protect the public at all times where work is being performed.

6.14 Fees for Licenses, Permits, and Insurance

All costs for required licenses, permits, and insurance shall be borne by the Contractor.

6.15 Employee Conduct

All of the Contractor's employees shall conduct themselves in a proper manner at all times. Intoxication or any unsafe behavior by the contractor's employees while performing duties related to this contract is strictly prohibited. The contractor will be required to remove from the site any individual whose continued employment is deemed to be contrary to the public interest or inconsistent with the best interests of this trail construction project, and will not use such individual to perform services under this contract.

6.16 Employee Competence

The Contractor may be required to immediately remove from the worksite any employee of the Contractor who is incompetent or who endangers persons or property or whose physical or mental condition is such that it would impair the employee's ability to satisfactorily perform the work. No such removal shall reduce the Contractor's obligation to perform all work required under this contract.

6.17 Compliance with Modern Practices

All work shall be performed and completed in a thoroughly skillful, efficient, and professional manner in accordance with best modern practices, regardless of any omissions from the attached specifications and/or drawings.

6.18 Condition of Materials and Equipment

All materials shall be new and all equipment shall be in good working order and shall comply with the applicable standard in every case where such a standard has been established for the particular type of material or equipment in question.

6.19 Disposal of Materials & Supplies Not Approved

When materials, supplies, etc., have been delivered to the job that do not comply with specifications and have not been approved, upon notification, the Contractor shall immediately remove from the premises any such condemned material, supplies, etc., and replace them with material, supplies, etc., in full accordance with the specifications.

6.20 Use of Premises – Storage

Contractor shall confine its apparatus, storage of materials, and operation of its employees and charges to limits indicated by law, ordinance, permits, etc.; or directions of Client, and shall not unreasonably encumber the premises with its materials. Before any work is undertaken, Contractor shall consult with Client and secure from him/her the use of such space as may be available for the storage of materials and/or equipment. Contractor will be held responsible for any damage done in connection with the use of this location for storage.

6.21 Trailwork Specifications

All trail work shall be done according to the specifications contained in the 2004 edition of the *IMBA Trail Solutions Guide*, the 2007 edition of *Managing Mountain Biking* and the 2007 edition of the *USDA Trail Construction and Maintenance Notebook*. Refer to these publications for details and descriptions of trail maintenance and construction. Deviation from these specifications will be allowed with the permission or at the direction of the Client.

6.22 Trail Rehabilitation

The Contractor shall rehabilitate sections of trail that will be closed as a result of trail realignment. Any travelways created as a result of construction and/or ingress/egress will be restored to their original condition.

6.23 Use of Subcontractors

The Contractor shall be able to use subcontractors to complete the work provided the subcontractors are described in the bid submission. Use of subcontractors not described in the bid submission will only be allowed with written permission of the Client.

6.24 Indemnity

The Contractor shall indemnify, save, and hold harmless the Client, the land owner, and their employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by the Contractor, or its employees, agents, subcontractors, or assignees pursuant to the terms of this contract.

SECTION 7: REGULATIONS AND STANDARDS

7.1 Jurisdictional Regulation

The work shall comply with all laws, ordinances and regulations of all legally constituted authorities having jurisdiction over any part of this work. These requirements supplement the specifications and shall take precedence in case of conflict.

7.2 Applicable Laws and Courts

This solicitation and any resulting contract shall be governed in all respects by the laws of the State of North Carolina and any litigation with respect thereto shall be brought in the courts of the State.

7.3 Anti-Discrimination

By submitting their bids, bidders certify to the Commonwealth that they shall conform to the provisions of the Federal Civil Rights Act of 1964, as amended. During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

The Contractor shall include the provisions of item 1 above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

In every contract over \$10,000 the provisions in 1 and 2 below shall apply.

7.4 Ethics in Public Contracting

By submitting their bids, bidders certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with their bid, and that they have not conferred on any person having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

SECTION 8: FINAL INSPECTION AND PAYMENT

Upon the completion of the contract work, Client shall accompany the Contractor on an inspection of the work. All defects found in the work will be corrected before final payment will be authorized.

Payment will be made upon 100% completion and approval of work per sub-project. This is a reimbursement grant funded project and only \$20,000 can be dispersed by SORBA , until SORBA is reimbursed by the State of North Carolina. Reimbursements can require up to 90 days or more. If the contractor's invoices exceed \$20,000 at any time then payment in excess of \$20,000 will be delayed until SORBA is reimbursed by the State of North Carolina.

SECTION 9: TIMELINE AND SCHEDULE

9.1 Project Timeline

The project schedule is as follows:

| | |
|--------------------|---|
| May 24, 2011 | Pre-bid conference and site visit |
| May 25, 2011 | Deadline for requests for clarifications/questions |
| May 27, 2011 | Responses to requests for clarification distributed |
| June 6, 2011 | Bid submission deadline |
| June 10, 2011 | Anticipated award announcement |
| June 17, 2011 | Contract signed, certificate provided |
| September 30, 2011 | Work complete |

9.2 Pre-Bid Conference and Site Visit

Due to the importance of all potential contractors having a clear understanding of the specifications and requirements of this solicitation, a non-mandatory pre-bid conference/site visit will be held **May 24th, 2011**. All bidders shall bring a copy of the solicitation. Any changes resulting from this conference will be noted in a written amendment to the solicitation. Failure to attend will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the Client. The Client assumes no responsibility for any conclusions or interpretations made by the Contractor based on information made available at the conference. Nor does the Client assume responsibility for any understanding reached or representation made by any of its representatives or agents before the execution of this contract, unless that understanding is expressly stated in this contract.

Bidders are cautioned that in no event shall failure to familiarize themselves with requirements of this solicitation, or to resolve ambiguous or inconsistent terms or conditions of this solicitation or proposed contract, constitute grounds for a claim of any kind after contract award.

As the work sites are spread over a large, remote area it may not be possible to visit all the work sites during the pre-bid conference. That does not relieve the bidder of their responsibility to be aware of the conditions at each site. It is expected that a worthwhile review of these sites may require at least one full day. The use of motorized vehicles or off-highway vehicles on trails or roads not open to their use will not be allowed for the purposes of site evaluation outside of the pre-bid conference.

The pre-bid conference/site visit will be held at

Date: May 24, 2011

Time: 9:00 AM

Location: Wood Run Trailhead located on NC 24/27 between Albemarle and Troy and two miles east of the bridges over Lake Tillery/Pee Dee River.

Please wear clothing suitable for hiking in mountains in early summer. The pre-bid tour should be concluded by 1pm. Attendees are advised to bring any food, water, or supplies they think necessary for this meeting.

9.3 Deadline for Requests for Clarifications/Questions

All requests for clarification must be submitted in writing to Tom Sauret via email at tom@sorba.org.

9.4 Responses to Requests for Clarifications Distributed

Response(s) to written requests for clarification will be distributed to recipients of the bid package via email only. Verbal clarifications are not binding. Only clarifications distributed in writing by the Client will be binding.

9.5 Bid Submission Deadline

All bid submissions are due June 6, 2011 at 5:00 PM Eastern Standard Time. Bid submissions that are received after this time will not be considered.

9.6 Anticipated Award Announcement

The contract award announcement is anticipated to occur on June 10, 2011. Winning bidders will be informed via email.

9.7 Contract and Insurance Certificate

The successful bidder will be required to execute a written contract with the Client within seven (7) days after notice of acceptance of his proposal. In the event the successful bidder fails or refuses to execute a formal contract as required within seven (7) days after notice of acceptance of his bid, the Letter of Acceptance of their proposal may be revoked, and all obligations of the Client in connection herewith will be canceled.

Before work commences, an insurance certificate will be provided to the Client that fulfills the Contractor's responsibilities for insurance as detailed in Section 2 of this document.

9.8 Work Complete

All work shall be completed and approved by a Client's representative before September 30, 2011.

SECTION 10: BID SUBMISSION PACKAGE

Each bid must be enclosed in a sealed envelope, clearly marked on the outside with "**UWHARRIE/WOOD RUN TRAILS ENHANCEMENT PROJECT – PHASE 1**" and delivered to the Southern Off-Road Bicycle Association at 2125 Elachee Drive Gainesville, Georgia 30504, prior to the 5:00 PM deadline on the date set forth per the aforementioned schedule. Faxed or emails bids will NOT be accepted.

Bids will be opened publicly by the Southern Off-Road Bicycle Association on the day of the aforementioned submission deadline.

The bid package must contain each of the following. The Client reserves the right to reject any bid package due to incompleteness or illegibility.

- Completed bid worksheets A and B (see Section 9 and attachments A and B)
- A proposed project schedule.
- Three (3) references from previous shared-use trail construction projects.
- One (1) letter of recommendation from a previous client.
- Portfolio containing descriptions and photographs of at least three (3) past projects similar to this project. Project descriptions shall include short explanation of work performed and list contract amount, client, and project location, dates, and duration.

SECTION 11: BASIS FOR AWARD AND RIGHT OF REJECTION

11.1 Basis for Award

The Client reserves the rights to eliminate for consideration for award any or all offers at any time prior to the award of the contract; to negotiate with bidders in the competitive range; and to award the contract to the bidders, or combination of bidders, submitting the bid determined to represent the best values.

11.2 Right of Rejection

The Client and its partner, the United States Forest Service, reserve the right to waive any informality in any bid, to reject any or all bids in whole or part, with or without cause, and/or to accept the proposal that in its judgment will be in the best interest of the citizens of North Carolina and the United States.

11.3 Qualifications and Experience

The qualifications and experience of the contractor in completing similar work will be given equal weight to price of the bids in determining value of qualified bids. It is considered in the best interest of the citizens of the United States and the State of North Carolina to allow consideration of award to other than the lowest bidder or most qualified bidder.

11.4 Additional Information

The Client reserves the right to request that the bidder supply additional information prior to the award of the contract should such action be deemed in the Client's best interest.

11.5 Estimated Quantities

For all specifications that contain more or less quantities, it shall be understood and agreed that quantities listed in the Project Details and Worksheet B are estimated only and may be increased or decreased in accordance with the actual normal requirements of the Client and that the Client in accepting any bid or portion thereof, contracts only and agrees to purchase only the services in

such quantities as represent the actual requirements of the Client. **The Client reserves the right to change the quantities at its discretion and it is understood that this will have no effect on the price per unit quoted by the bidder.**

11.6 Partial Award

The Client reserves the right to award a partial award of only some of the projects contained within the solicitation or to award separate projects to separate bidders. The projects contained within this solicitation are diverse in nature and it is possible that one contractor will not be the most suitable bidder for all the projects. It is recommended the Contractors bid on all the projects, but is not required.

SECTION 12: COMMUNICATION AND REQUEST FOR CLARIFICATIONS

12.1 Point of Contact

If you have questions concerning this project contact Tom Sauret via email at tom@sorba. Verbal responses to questions are not binding.

12.2 Request for Clarifications

All requests for clarification shall be submitted via email to the project contact by deadline listed above. Responses to all questions will be distributed via email to all respondents who requested a copy of the bid package.

12.3 Contact Protocol

Bidders SHALL NOT make any contact or communications with any member of the Evaluation Committee, or any other agent, officer, or representative of the Client or associated partners in regards to this solicitation. Inappropriate communication or past relationships with the Client that create a conflict of interest will make a bidder ineligible for this project. Bidders shall only communicate with Tom Sauret or a designated representative.

12.4 Email Communication

Email communication is the primary method of receiving and responding to written requests for clarification. It is solely the bidders' responsibility to ensure that they have received all emails distributed and that any emails they have sent to the Client have been received.

SECTION 13: BID WORKSHEETS

13.1 Bid Worksheet A

UWHARRIE/WOOD RUN TRAIL ENHANCEMENT PROJECT - PHASE 1

Company name _____

Contact person _____

Contact person's phone number _____

Contact person's email _____

Company address _____

PTBA member _____ Yes _____ No Member since _____

If bidder is not a member of the Professional Trailbuilders Association please provide a separate document that describes why and details equivalent experience and expertise.

Experienced in constructing sustainable, shared-use (bike/hike) trails optimized for mountain bicycling?

_____ Yes _____ No

Please list similar past projects on a separate sheet along with a brief narrative. Include projects that highlight the Contractor's ability to satisfy the qualifications & requirements spelled out in Section 5.

Please provide three (3) references from previous shared use trail construction projects with contact information (phone numbers and email addresses).

1.

2.

3.

Provide a detailed list of likely project team members, including skill sets and relevant experience.

Provide a list of the equipment and tools intended to be used in completing the scope of work.

Provide a recommended schedule/timetable that allows for work completion per the specified schedule.

For each project site provide bid total and information about the intended team, equipment, workflow description, and schedule.

Project A – Keyauwee Trail (Wood Run Road to Walker Mountain Road)

Team:

Equipment/Tools:

Workflow Description:

Start Date: End Date:

Project B – Keyauwee Trail (Walker Mountain Road)

Team:

Equipment/Tools:

Workflow Description:

Start Date: End Date:

Project C – Keyauwee Trail (Dennis Mountain)

Team:

Equipment/Tools:

Workflow Description:

Start Date: End Date:

Project D – Super Tree and Keyauwee Roads

Team:

Equipment/Tools:

Workflow Description:

Start Date: End Date:

By signing this, I certify that I have am fully aware of the site locations, their conditions, access restrictions and other constraints. I accept the terms and conditions expressed and contained in the specifications included in and attached to this document.

(sign here and date)

13.2 Bid Worksheet B -

WOOD RUN TRAIL ENHANCEMENT PROJECT WORKSHEET B

Instructions...

For each site bid, fill in unit price for all items.

Failure to provide a unit price for any item will invalidate the bid for that site.

Unit prices made on a per-project basis.

Quantities for each site are estimated. Final quantities may change, but the unit price is fixed.

| WOOD RUN TRAIL ENHANCEMENT PROJECT WORKSHEET B | | | | | |
|---|---|---------------------|--------------|---------------------------|----------------|
| Project | Work | Unit measure | PRICE | Estimated Quantity | Project |
| A | Keyauwee Trail - Wood Run Road to Walker Mountain Road | | | | A |
| | Trail Construction (Class 3) | Linear foot | | 2133 | |
| | Trail Closure | Linear foot | | 600 | |
| | Rock Armor | Square foot | | 1000 | |
| | Insloped Turn | Each | | 1 | |
| | Rock Retaining Wall | Square foot | | 24 | |
| | Boulder Anchor | Each | | 17 | |
| | Knick | Each | | 15 | |
| | Rolling Grade Dip | Each | | 4 | |
| B | Keyauwee Trail - Walker Mountain Road | | | | B |
| | Trail Construction (Class 3) | Linear foot | | 14300 | |
| | Trail Construction (Class 2) | Linear foot | | 350 | |
| | Rock Armor | Square foot | | 1120 | |
| | Insloped Turn | Each | | 4 | |
| | Insloped Switchback | Each | | 3 | |
| | Wattle | Each | | 2 | |
| | Terrace | Each | | 5 | |
| | Rock Retaining Wall | Square foot | | 255 | |
| C | Keyauwee Trail - Dennis Mountain | | | | C |
| | Trail Construction (Class 3) | Linear foot | | 3150 | |
| | Trail Construction (Class 2) | Linear foot | | 0 | |
| | Trail Closure | Linear foot | | 2250 | |
| | Rock Armor | Square foot | | 220 | |
| | Insloped Turn | Each | | 4 | |
| | Rock Retaining Wall | Square foot | | 12 | |
| | Boulder Anchor | Each | | 10 | |
| | Wattle | Each | | 2 | |
| | Knick | Each | | 6 | |
| | Rolling Grade Dip | Each | | 25 | |
| D | Super Tree and Keyauwee Roads | | | | D |
| | Rolling Grade Dip | Each | | 20 | |