

**OUTDOOR RECREATION COUNCIL OF APPALACHIA  
8 E. WASHINGTON ST.  
ATHENS, OH 45701**

**REQUEST FOR BID  
BAILEYS TRAIL CONSTRUCTION**

**LOCATION:  
OUTDOOR RECREATION COUNCIL OF APPALACHIA  
8 E. WASHINGTON ST.  
ATHENS, OH 45701**

**BID DUE DATE AND TIME:  
WEDNESDAY, MAY 18, 2022 AT 3:00 P.M. ET**

**PROJECT MANAGER:  
JESSIE POWERS  
OUTDOOR RECREATION COUNCIL OF APPALACHIA  
director@baileystrailssystem.org  
(740) 517-8445**

**OWNER'S REPRESENTATIVE:**

**APPLIED TRAILS RESEARCH  
JEREMYW@APPLIEDTRAILSRESEARCH.COM  
(443) 629-2630**

# **OUTDOOR RECREATION COUNCIL OF APPALACHIA INVITATION TO BID BAILEYS TRAIL CONSTRUCTION**

The Outdoor Recreation Council of Appalachia (ORCA) will receive sealed bids until 3:00 P.M. local time on Wednesday, May 18, 2022 at the ORCA's office for the BAILEYS TRAIL CONSTRUCTION PROJECT. This invitation to bid is for multiple contractors to provide labor, equipment, supplies and materials in performing operations necessary for the complete and proper development of approximately 28 miles of natural surface trail facilities in the WAYNE NATIONAL FOREST: BAILEYS TRAIL SYSTEM. Sealed bids will be received and by ORCA AT 8 E. WASHINGTON ST., ATHENS, OH 45701 by the above-stated date and time, at which time they will be publicly opened and read on site. Unit pricing will not be disclosed at the bid opening.

Mail or deliver sealed bids to OUTDOOR RECREATION COUNCIL OF APPALACHIA, C/O MS. JESSIE POWERS, 8 E. WASHINGTON ST., ATHENS, OH 45701 **label all bids BAILEYS TRAIL CONSTRUCTION**. The ORCA takes no responsibility for delivery of bids through mail. The Bidder further understands that the ORCA shall determine in its sole discretion the lowest responsive and responsible Bidder, and the ORCA may reject any and all bids or make substitution, waive defects it deems unsubstantial in any bid, and that if awards are made, the ORCA will award the bid in the best interest of the ORCA. Award of bid is subject to funding appropriation for this project. The ORCA reserves the right to reject any or/all bids, to waive any formality, and/or accept the bid deemed in the best interest of the ORCA. The project components will be awarded to the lowest responsive and responsible bidders. State of Ohio Fund 7031 or 7035 monies are being used to assist construction and all relevant State of Ohio requirements apply.

A pre-bid meeting will be held virtually on Thursday May 5, 2022 at 11:00am EST, email [director@baileystrailsystem.org](mailto:director@baileystrailsystem.org) to obtain meeting link. Contractor questions not answered within this or the incorporated documents can be addressed via email to Jeremy Wimpey ([jeremyw@appliedtrailsresearch.com](mailto:jeremyw@appliedtrailsresearch.com)) and Jessie Powers ([director@baileystrailsytem.com](mailto:director@baileystrailsytem.com)) prior to 4 pm local time (Eastern Standard) on Friday May 6, 2022. Responses will be posted to the Baileys Trail System website ([www.baileystrailsystem.org](http://www.baileystrailsystem.org)) prior to May 9, 2022.

Dated this 28th day of April, 2022.

**OUTDOOR RECREATION COUNCIL OF APPALACHIA  
8 E. WASHINGTON ST.  
ATHENS, OH 45701**

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**OUTDOOR RECREATION COUNCIL OF APPALACHIA  
8 E. WASHINGTON ST.  
ATHENS, OH 45701**

**CALL FOR BIDS:**

- . **Sealed bids** (one (1) original and one (1) copy) for BAILEYS TRAIL CONSTRUCTION will be received and time date stamped by the OUTDOOR RECREATION COUNCIL OF APPALACHIA, 8 E. WASHINGTON ST., ATHENS, OH 45701 until **3:00 P.M., May 18, 2022** .
- . Bids must be received by the time and date specified.
- . No bid will be considered complete which is not submitted with SEPARATE SEALED ENVELOPES labeled “BAILEYS 2022 CONTRACTOR QUALIFICATIONS” and "BID FORM", containing the requisite information as required herein, and signed by a proper official of the company bidding, in the space provided therefore. Facsimile or emailed bids will not be accepted.
- . No bid will be considered which modifies in any manner any of the general provisions, specifications or the bid form.
- . A bid will be considered “Responsible” if, at the sole discretion of ORCA, its agents, and property owner (Wayne National Forest), the CONTRACTOR QUALIFICATIONS provide reasonable assurance that a high-quality, timely-delivered product based on information supplied by the Bidder and reference providers will be delivered by the CONTRACTOR.
- . In case of an error in the extension of prices in the bid the unit prices will govern.
- . A bid that is in the possession of the ORCA may be altered by a letter bearing the signature and name of the person authorized for bidding provided it is received prior to the time and date of the bid opening; this will only be accepted by mail, fax or email. It is the bidder’s responsibility to confirm receipt of this alteration by the ORCA.
- . A bid that is in the possession of the ORCA may be withdrawn by the bidder up to the time and date of the bid opening. Bids may not be withdrawn for a period of 30 days after the bid opening.
- 10. If a contract is negotiated that exceeds \$150,000.00 the successful bidder must, within twenty (20) calendar days after notification of the award, deliver to the owner an executed Contractor's Performance and Payment Bond in the amount of at least equal to One Hundred Percent (100%) of the accepted bid as security for the faithful performance of the contract.
- 11. A formal contract will be issued and the work contemplated will be covered by a SERVICE CONTRACT, (a non-paying document). ORCA shall voucher against the SERVICE CONTRACT. All payments shall be handled through ORCA, as approved by the Owner’s Representative.

12. Acceptance of the SERVICE CONTRACT will be deemed to mean acceptance of the contract work as specified in the Bid.
  13. In the event that all of the work is not completed by **June 30, 2023**, the ORCA will assess (\$300.00) *Three Hundred Dollars per* calendar day, not as a penalty, but as liquidated damages to ORCA.
  14. The liquidated damages assessment for non-completion by the time specified will be computed beginning the day following the first working day specified for completion and continue each and every calendar day until all items shown on the bid are completed. If it is necessary to apply this assessment, the total amount of such damages will be deducted from the final voucher drawn in payment for the contract.
  15. Failure of the successful bidder to furnish the equipment, materials, supplies, or perform the service awarded from his bid shall eliminate the bidder from the active bidder's mailing list.
  16. The ORCA hereby notifies all prospective bidders it will affirmatively assure that minority business enterprises will be afforded full and equal opportunity to submit bids in response to this invitation and are specifically encouraged to do so. The ORCA further assures that it will not discriminate against anyone on the grounds of race, sex, age, color or national origin or disability in consideration for an award.
- . Bids are to be either delivered or mailed to **OUTDOOR RECREATION COUNCIL OF APPALACHIA, C/O MS. JESSIE POWERS, 8 E. WASHINGTON ST., ATHENS, OH 45701**, and submitted in a sealed envelope marked **BAILEYS TRAIL CONSTRUCTION** by **May 1 , 2022 at :00 m. local time**. Bids received after the above time limit, whether delivered or mailed will not be considered.

**BAILEYS TRAIL CONSTRUCTION**  
**GENERAL PROVISIONS:**

1. **LICENSES, PERMITS AND TAXES:**

The contractor shall procure all permits and licenses, pay all charges, fees and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work.

2. **LAWS TO BE OBSERVED:**

The contractor shall keep fully informed on all Federal and State laws, all local bylaws, regulations, ordinances and decrees of bodies or tribunals having any jurisdiction or authority which in any manner affects those engaged or employed on the work, or which in any way affects the conduct of the work. He shall at all times observe and comply with all such laws, bylaws, ordinances, regulations, orders and decrees in force at the time of award. The contractor shall protect and indemnify ORCA and its representatives against any claim or liability arising from or based on the violation of any such law, bylaw, ordinance, regulation, order of decree whether by himself or his employees.

No extension of time or additional payment will be made for loss of time or disruption of work caused by any actions against the contractor for any of the above reasons.

The contractor shall ensure safeguards, safety devices, and protective equipment are provided. The contractor shall take all other reasonable actions necessary to protect the life and health of employees on the job and the safety of the public, and to protect property in connection with the performance of work on the project

3. **CONTRACTOR'S INSURANCE:**

a) The contractor shall not commence work under this contract until he has obtained all the insurance required hereunder and such insurance has been approved by the ORCA. Approval of the insurance by the ORCA shall not relieve or decrease the liability of the Contractor hereunder.

b) **COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:**

The Contractor shall take out and maintain during the life of the contract, the statutory Worker's Compensation and Employer's Liability Insurance for all his employees who are to be engaged in work on the project under this contract. The Contractor shall also supply the ORCA proof of Compensation and Employers Liability Insurance on each and every sub-contractor prior to their being allowed on the job site.

c) **CONTRACTOR'S INSURANCE:**

The Contractor shall not commence work under this Contract until it has obtained all the

insurance required by the ORCA and such insurance has been approved by the ORCA. Approval of insurance by the ORCA shall not relieve or decrease the liability of the Contractor. The Contractor shall file a Certificate of Insurance with the ORCA verifying each type of coverage required.

1. Workers' Compensation and Employer's Liability Insurance. The Contractor shall provide proof of workers' compensation coverage for all its employees who are to work on the project described in this Contract. The Contractor shall also supply to the Owner proof of workers' compensation and employers' liability insurance, if required, on each and every subcontractor prior to allowing that subcontractor on the job site.
  2. Commercial General Liability Insurance. The Contractor shall provide coverage, during the entire term of this contract, against claims arising out of bodily injury, death, damage to or destruction of the property of others, including loss of use thereof, and products and completed operations, in an amount not less than *Five Hundred Thousand Dollars (\$500,000) per occurrence and One Million Dollars (\$1,000,000) in aggregate.*
  3. Certificate of Good Standing. The Contractor shall provide a Certificate of Good Standing verifying compliance with the unemployment insurance and workers' compensation programs prior to performing work under this Contract.
  4. Payment of Premiums and Notice of Revocation. All policies required under this Contract shall be in effect for the duration of this Contract and project. All policies shall be primary and not contributory. Contractor shall pay the premiums on all insurance certificates which must include a clause stating that the insurance may not be revoked, canceled, amended or allowed to lapse until the expiration of at least thirty (30) days advance written notice to the Owner.
  5. ORCA May Insure for Contractor. In case of the breach of any provision of this Section, the ORCA, at the ORCA's option, purchase and maintain, at the expense of the Contractor, such insurance in the name of the Contractor, or subcontractor, as the ORCA may deem proper and may deduct the cost of taking out and maintaining such insurance from any sums which may be found to be due or become due to the Contractor under this Contract.
- d) ORCA'S RIGHT TO REJECT: The ORCA reserves the right to reject a certificate of insurance if the Contractor's insurance company is widely regarded in the insurance industry as financially unstable. This includes, but is not limited to, insurance companies with an "Omit" rating in the A.M. Best insurance rating guide.
- e) ORCA'S RIGHT TO CONTACT INSURER: The ORCA shall have the right to consult with the Contractor's insurance agent for disclosure of relevant policy information. Relevant information includes, but is not limited to:
1. Exclusions endorsed;
  2. Claims in progress, which could significantly reduce the annual aggregate limit;
  3. If the policy is a "claims made" policy instead of an "occurrence" policy, the information provided shall include, but not necessarily be limited to:

- A. Retroactive dates;
- B. Extended reporting periods or tails; and
- C. Any applicable deductibles.

4. PRE-BID MEETING, LOCATION:

A pre-bid meeting will be held virtually on May 5, 2022 at 11:00am EST, email [director@baileystrailsystem.org](mailto:director@baileystrailsystem.org) to obtain meeting link and call-in information.

5. CONTRACT TIME:

Said work shall commence upon receipt of the Notice to Proceed, and shall be completed within the contract dates. Concept of the work is to take place only when the ground has thawed. Bidders shall understand that as circumstances so arise that a contract extension is needed, one shall be granted due to inclement weather, acts of God and acts beyond the control of the contractor, such as strikes, fire, lockouts, unusual delays in shipment. The Owner's Representative and the contractor shall mutually agree on a reasonable extension of time.

6. EXTRA WORK:

The contractor shall perform unforeseen work, for which there is no price included in the contract, whenever it is deemed necessary or desirable in order to complete fully the work contemplated.

Such work shall be performed only when authorized and as directed by the ORCA in writing. The ORCA will determine whether the work at issue is extra work, or is work which was contemplated in the contract.

7. OHIO STATE PREVAILING WAGE:

Not less than the prevailing hourly rate of wages for work under this bid shall be paid to all workers unless otherwise specified in writing by the OH Department of Commerce, Division of Industrial Compliance, Wage & Hour Section ([www.com.ohio.gov](http://www.com.ohio.gov)) prior to this bidding. <https://www.actohio.org/issues/prevaling-wage/> provides details on prevailing wage for Ohio.

Additional guidance and requirements here: [https://actohio.org/wp-content/uploads/2018/03/ACTOhio-Prevailing-Wage-Guide\\_FINAL.pdf](https://actohio.org/wp-content/uploads/2018/03/ACTOhio-Prevailing-Wage-Guide_FINAL.pdf)

8. CONSTRUCTION WAGE AND EMPLOYEE RECORDS:

Contractors and all sub-contractors to maintain accurate records of employees, names, occupations and wages paid to employees, which is reviewable by the OH Department of Commerce, Division of Industrial Compliance, Wage & Hour Section or the ORCA. Violation of this section is subject to criminal sanctions. The Department, the state auditor, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the contractor for the purpose of making audit, examination, excerpts, and transcriptions.

Contractor must keep full and accurate payroll records. These should include, but are not limited to:

- Time cards, time sheets, daily work records, etc.
- Payroll ledger\journals and canceled checks\check register.
- Fringe benefit records (including program, address, account number, canceled checks).
- Records made in connection with the public improvement must not be removed from the State for one year following the completion of the project.

Out-of-State Corporations must submit to the Ohio Secretary of State the full name and address of their Statutory Agent in Ohio.

Contractors must submit weekly certified payroll reports with all contract invoicing to ORCA. Certified payroll reports must comply with all State of Ohio requirements and clearly indicate rate of pay and fringe benefits.

9. SALES AND USE TAX:

Direct purchases of materials by the ORCA are exempt from Ohio Sales and Use Tax. Contractors purchasing and consuming materials, equipment and supplies for their performance of alterations, improvement of repair of real property are subject to the Ohio Sales or Use Tax. Purchases by Contractors of equipment, materials, and supplies consumed in contracts with the United States Government, the State of Ohio, its departments and institutions and the political sub-division thereof are subject to the Ohio Sales or Use Tax.

The Contractor shall cause each of his sub-contractors to abide and perform their work on the same terms and conditions as provided in the above. The Contractor shall cause the above statement to be inserted in any contract or agreement between the contractor and his sub-contractors.

10. BASIS OF AWARD:

The ORCA reserves the right to reject any and all bids, to waive any and all informalities and to negotiate contract terms with the successful bidders, and the right to disregard all non-conforming, non-responsive or conditional bids.

In evaluating Bids, the ORCA shall consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements and hourly rates and unit prices, as requested in the bid forms, are extended correctly. To be considered a responsive Bidder, the following must accompany the bid form:

1. **CONTRACTOR QUALIFICATIONS-** Project Description and reference contact information for not less than three (3) similar natural surface trail construction projects that include similar specifications and amount of trail constructed to those outlined in this project;
2. **PROJECT APPROACH-** Proposed construction schedule and approach to this project, including machines/materials to be utilized, identification and experience of on-site personnel on similar projects with similar machines/materials.

The ORCA may conduct such investigation as he deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders, proposed sub-contractors and other persons and organizations to do the work in accordance with the Contract Documents to the ORCA's satisfaction within the prescribed time.

Unless otherwise specified by the ORCA or the bidder, the ORCA may accept any item or groups of items in the bid as may be in the best interest of the ORCA. If the contract is to be awarded, it will be awarded to bidders deemed to provide the lowest responsive and responsible bid and whose evaluation by the ORCA indicates to the ORCA that the award will be in the best interest of the ORCA. Multiple awards are intended to be made to provide diversity and expediency in project outcomes and that ORCA reserves the right to negotiate with any contractor for a specific scope of work based on that contractor's availability, crew capacity, and expertise related to project goals and outcomes.

11. WARRANTY PERIOD:

If after the approval of final payment and prior to the expiration of one year after the date of Final Completion or such longer period as may be prescribed by law or by the terms of any applicable special guarantee, the Contractor shall promptly, without cost to the ORCA and in accordance with the ORCA's written instructions, either correct such defective work or, if it has been rejected by the ORCA, remove it from the site and replace it with non-defective work. If the Contractor does not promptly comply with the terms of such instruction, the ORCA may have the defective work corrected or the rejected work removed and replaced, and all costs incurred therefore, including compensation for additional professional services, shall be paid by the Contractor and its sureties. The remedies provided in this section are in addition to all other remedies available to the ORCA under applicable laws and shall not be construed as exclusive of any other legal right or remedy available to the ORCA.

12. INDEMNIFICATION:

The Contractor shall indemnify, defend, and hold harmless the ORCA and their officers, agents, employees, successors, and assignees from any and all claims, lawsuits, losses, and liability arising out of Contractor's failure to perform any of Contractor's duties and obligations hereunder or in connection with the negligent performance of Contractor's duties or obligations, including but not limited to any claims, lawsuits, losses, or liability arising out of Contractor's malpractice.

13. SOVEREIGN IMMUNITY:

The ORCA does not waive Sovereign Immunity by entering into the Contract, and specifically retain immunity and all defenses available to them as sovereigns pursuant to Ohio Statute (2744.03) and all other state law.

14. STATE OF OHIO FUNDING:

State of Ohio Fund 7031 or 7035 monies are being used to assist construction and all relevant state requirements apply.

15. COPELAND ANTI-KICK BACK ACT:

Copeland Anti-Kick Back Act (18 U.S.C. 874) (see page 40) as supplemented in Department of Labor Regulations (29 CFR, Part 3). This Act provides that the contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled.

16. EQUAL EMPLOYMENT CONSTRUCTION CONTRACT COMPLIANCE:

State assisted construction projects are subject to the January 27, 1972 Equal Employment Opportunity Executive Order of the Governor of Ohio. Regulations set forth by the Ohio Department of Administrative Services will apply to each construction contract awarded. Project Sponsors receiving complaints alleging contractor and/or subcontractor violation of the Governor's Executive Order shall promptly report complaints to the Department. In the event the Project Sponsor fails or refuses to comply with these requirements, the Project Sponsor is subject to sanctions such as:

- Cancellation, termination, or suspension in whole or in part of the Legislative allocation
- Refraining from extending any further assistance to the Project Sponsor until satisfactory assurance of future compliance has been received;
- Referring the case to the Attorney General for appropriate legal action.

17. CLEAN AIR ACT PROVISIONS:

Any Contracts in excess of \$100,000 shall contain a provision which requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970.

# OUTDOOR RECREATION COUNCIL OF APPALACHIA

8 E. WASHINGTON ST.  
ATHENS, OH 45701

## BID FORMS:

In compliance with the Call for Bids, Bidders shall provide Completed Bid Forms (pages 11-26) consisting of agreements, professional references, and certifications.

In compliance with the Call for Bids, General Provisions, Specifications and drawings the undersigned hereby proposes to furnish all labor and materials and to perform all work necessary for the BAILEYS TRAIL CONSTRUCTION in accordance with the Call for Bids, General Provisions, Specifications and Drawings, and any and all Addenda for considerations in the following amounts:

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1. That for and in consideration of the amount shown above, this contractor shall perform the work of the BAILEYS TRAIL CONSTRUCTION in a good workmanlike and substantial manner and to the full satisfaction of the ORCA. In the prosecution of the work, the Contractor shall, at his own cost and expense, furnish all labor, machinery, tools, equipment, materials, and supplies except such equipment and materials which shall be furnished by the ORCA, as provided in the Specifications or General Provisions, and shall perform the work in strict conformity with the General Provisions and Specifications relative to this work.

. In consideration of the covenants and agreements to be kept and performed by the Contractor and for the faithful performance of this Bid and the completion of the work embraced herein according to the plans, specifications, drawings and conditions herein contained and referred to, the ORCA shall pay and the Contractor shall receive and accept as full compensation for everything furnished and done by the Contractor under this proposal and also for all loss or damage arising out of the nature of the work, the action of the elements or from any unforeseen contingencies or difficulties encountered in the prosecution of the work, the prices stipulated above.

. Time shall be the essence of this contract on the part of the Contractor and it is hereby agreed by the parties hereto that in case all of the work called for under said contract, in all parts and requirements, is not completed by June 30, 2000 or by and at such other time to which the period of completion may be extended, damage will be sustained by the ORCA, and that it is and will be difficult or impossible to ascertain and determine the actual damage which the ORCA will sustain in the event of and by reason of such delay, and it is therefore agreed that said Contractor shall pay to the ORCA, as agreed damages and not as penalty, \$ 300.00 Three hundred Dollars per working day, and the same shall be deducted from the amount due or to become due to the Contractor and such payments or deductions shall not in any degree release the Contractor from further obligations and penalties in respect to the fulfillment of the entire contract, nor any right which the ORCA may have to claim, sue for, and recover as compensation and damages for non performance of this proposal. No change will be made by the Contractor for hindrances or delays from any cause, whatsoever, in the progress of the work.

- . work shall be commenced upon notice to proceed, only during periods of thawed ground, and shall be completed per contract documents provided. However, that should the Contractor be delayed in the execution of the work by any act, neglect or fault of the ORCA, or by any damage caused by fire, flood or other casualty over which the Contractor has no control, then the time herein set for the completion of the work may be extended as determined by mutual agreement of the parties hereto. The ORCA hereby reserves the right to accept and make use of any portion of said facilities before completion of the entire work without invalidating the contract, or binding said ORCA, and accept the remainder of the work or any portion thereof, whether completed or not and without in any way thereby releasing the bid bonds of said Contractor.
- . It is also agreed by the parties hereto that the Call for Bids, Drawing, General Provisions and Specifications, herein referred to, form an essential part of this agreement and whether the same are attached hereto or on file in the office of the ORCA, they shall have the same force and effect as if spread at length herein.
- . If written Notice of Acceptance of this bid is delivered to this bidder within Twenty (20) calendar days after date of bid opening, this bidder will within Twenty (20) calendar days after date of such notice, execute and deliver the Contractor's Bonds and Certificate of Insurance in accordance with the General Provisions and bid as accepted.
- . The bidder hereby agrees that should he be awarded this contract, Contractor shall not discriminate against
- . Time shall be the essence of this contract on the part of the Contractor and it is hereby agreed by the parties hereto that in case all of the work called for under said contract, in all parts and requirements, is not completed by June 30, 2000 or by and at such other time to which the period of completion may be extended, damage will be sustained by the ORCA, and that it is and will be difficult or impossible to ascertain and determine the actual damage which the ORCA will sustain in the event of and by reason of such delay, and it is therefore agreed that said Contractor shall pay to the ORCA, as agreed damages and not as penalty, \$ 300.00 Three hundred Dollars per working day, and the same shall be deducted from the amount due or to become due to the Contractor and such payments or deductions shall not in any degree release the Contractor from further obligations and penalties in respect to the fulfillment of the entire contract, nor any right which the ORCA may have to claim, sue for, and recover as compensation and damages for non performance of this proposal. No change will be made by the Contractor for hindrances or delays from any cause, whatsoever, in the progress of the work.
- . The bidder also covenants and agrees and that this Bid is made without collusion with any other person, firm or corporation that he has carefully examined the Call for Bids, General Provisions, Drawings and Specifications, and any and all Addenda governing the work included in this Bid, and has inspected the site of the work and fully understands the physical conditions under which the work must be performed.
- . The bidder will perform all extra work that may be required and on the conditions set forth in the General Provisions.

Bidder to acknowledge receipt of the Addenda: \_\_\_\_/\_\_\_\_/\_\_\_\_/\_\_\_\_

---

(Name of Bidder)

---

(Street Address)

---

(City, State, Zip Code)

---

(E-mail address)

---

(Phone Number)

---

(Print Name of Person Signing and Title)

---

(Signature)

## SIGNATURE PAGE

### 1. BY SUBMISSION OF A BID, THE BIDDER CERTIFIES:

- 1.1 Prices in this bid have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- 1.2 No attempt has been made nor will be by the bidder to induce any other person or firm to submit a bid for the purpose of restricting competition.
- 1.3 The person signing this bid certifies that he/she is authorized to represent the company and is legally responsible for the decision as to the price and supporting documentation provided as a result of this advertisement.
- 1.4 Bidder will comply with all Federal regulations, policies, guidelines and requirements.

### 2. GENERAL INFORMATION:

Company Name \_\_\_\_\_ Phone \_\_\_\_\_

Signatory's Name \_\_\_\_\_

Signature & Title \_\_\_\_\_ (Date) \_\_\_\_\_

Mailing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Email Address \_\_\_\_\_

SSN/Employer Identification Number \_\_\_\_\_

### 3. OWNERSHIP AND CONTROL:

Bidder's Legal Structure:

- |  |  |
|--|--|
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> General Partnership |
| <input type="checkbox"/> Corporation         | <input type="checkbox"/> Limited Partnership |
| <input type="checkbox"/> Limited Liability   | <input type="checkbox"/> Other _____         |

If Bidder is a sole proprietorship, list:

Owner Name \_\_\_\_\_ Phone (    ) \_\_\_\_\_

Mailing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

SSN/Employer Identification Number \_\_\_\_\_

Beginning date as owner of sole proprietorship \_\_\_\_\_

Provide the names of all individuals authorized to sign for the bidder:

NAME (printed or typed)

TITLE

_____	_____
_____	_____
_____	_____
_____	_____

### **VERIFICATION**

I certify under penalty of perjury, that I am a responsible official (as identified above) for the business entity described above as Proposer, that I have personally examined and am familiar with the information submitted in this disclosure and all attachments, and that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including criminal sanctions which can lead to imposition of a fine and/or imprisonment.

\_\_\_\_\_  
(Name and Title)

\_\_\_\_\_  
(Date)

Bids shall include sales tax and all other applicable taxes and fees. In case of a discrepancy, the “unit price” will govern over the total.

To be considered a responsive bid, the following must be provided IN A SEALED ENVELOPE SEPARATE FROM THE BID FORM:

- 1) **CONTRACTOR QUALIFICATIONS**- A minimum of three (3) references for similar natural surface trail construction projects that include specifications and amounts similar to those described for this project. Information must include name, address, telephone number of the direct manager of the project, date of project, description of services performed, period of performance, and contracted amount;
- 2) **PROJECT APPROACH**- Proposed construction schedule and approach to this project, including machines/materials to be utilized, identification and experience of on-site personnel on similar projects with similar machines/materials.

If a bid is considered responsible from the standpoint of a Contractor's demonstrated capability to complete the project in a high-quality, timely manner based on experience and past performance, only then will that Contractor's Bid Form, to be delivered IN A SEPARATE SEALED ENVELOPE, be opened.

**NAME OF BIDDER**\_\_\_\_\_

**DATE**\_\_\_\_\_

### **REFERENCES**

Contractors must provide a minimum of three (3) references IN A SEPARATE SEALED ENVELOPE MARKED "CONTRACTOR QUALIFICATIONS" FROM THE SEALED BID FORM. The CONTRACTOR QUALIFICATIONS are to include 1) reference information for not less than three (3) similar natural surface trail construction projects, including name, address, telephone number of primary project manager, date/duration of project, and detailed description of the work performed, and 2) Proposed construction schedule and approach to the project, including materials/machinery, operators, and operator experience with each machine.

**Additional Attachments**  
**Agreements and Additional Certifications (Attachments 1-6)**

Affidavit of Non-Collusion (Attachment 1)

Agreement to Terms Conditions and General Insurance Requirements (Attachment 2)

Agreement to Comply with Ohio Equal Employment Opportunity (Attachment 3)

Agreement to Comply with Copeland Anti-Kick Back Act (Attachment 4)

Certification regarding Debarment, Suspension, and Other Responsibility Matters (Attachment 5)

Additional Certifications (Attachment 6)

Proof of Insurance (Attachment 7)

New Hire From Contractor W-9 (Attachment 8)

**ATTACHMENT 1**

**OUTDOOR RECREATION COULCIL OF APPALACHIA**

**AFFIDAVIT OF NON-COLLUSION**

I hereby swear (or affirm) under the penalty of perjury:

1. That I am the Bidder (if the Bidder is an individual) or an officer or employee of the responding company or corporation having authority to sign on its behalf (if the Responder is a company or corporation);
2. That the attached proposal has been arrived at by the Responder independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the Request for Proposal designed to limit independent competition;
3. That the contents of the Request for Proposal have not been communicated by the Responder or its employees or agents to any person not an employee or agent of the Responder or its surety on any bond furnished with the Request for Proposal and will not be communicated to any such person prior to the official opening of the Request for Proposal; and
4. That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Signed: \_\_\_\_\_

Company Name: \_\_\_\_\_

Subscribed and sworn to me this day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public

My commission expires \_\_\_\_\_, 20\_\_\_\_.

ATTACHMENT 2

**TERMS AND CONDITIONS  
GENERAL INSURANCE  
REQUIREMENTS**

As an authorized signatory for the company specified below, I certify that the company has/will have all insurance policies at the limits specified in ORCA's RFP throughout the duration of any contractual relationship that may result from acceptance of our proposal. I further certify that the company agrees to indemnify ORCA, Wayne National Forest, and the State of Ohio for any claims or damages in excess of the policy limits.

---

Company

---

Authorized Signature

---

Date

### ATTACHMENT 3

#### COVENANT B OF THE JANUARY 27, 1972 EQUAL EMPLOYMENT OPPORTUNITY EXECUTIVE ORDER OF THE GOVERNOR OF OHIO

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, color, religion, national origin, ancestry, or sex. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race color, religion, national origin, ancestry, or sex. Such action shall include, but is not limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided, setting forth the provisions of this nondiscrimination clause.
2. The contractor will in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, or sex.
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the State Administering Agency, advising the said labor union or workers' representatives of the contractor's commitments under this covenant and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of the Department of Administrative Services, Division of Public Works (DPW) Regulation on Equal Employment Opportunity (EEO) and with the implementing rules, regulations, and applicable orders of the State Equal Employment Opportunity Coordinator.
5. The contractor agrees he will fully cooperate with the State Administering Agency, the State Equal Employment Opportunity Coordinator, and with any other official or agency of the state or federal government that seeks to eliminate unlawful employment discrimination, and with all other state and federal efforts to assure equal employment practices under this contract. Said contractor shall comply promptly with all requests and directions from the State Administering Agency, the State Equal Employment Opportunity Coordinator, and any of the State of Ohio's officials and agencies in this regard, both before and during construction.
6. Full cooperation as expressed in clause 5 above, shall include, but not be limited to, being a witness and permitting employees to be witnesses and complainants in any proceeding involving questions or unlawful employment practices, furnishing all information and reports required by the DPW Regulation on EEO and by the rules, regulations, and orders of the State Equal Employment Opportunity Coordinator pursuant thereto, and permitting access to his books, records, and accounts by the State Administering Agency and the State Equal Employment Opportunity Coordinator for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further state contracts or state assisted construction contracts in accordance with procedures authorized in the DPW Regulations on EEO, and such DPW Regulations on EEO, and such other sanctions may be instituted and remedies invoked as provided in said Regulation or by rule, regulation, or order of the State Equal Employment Opportunity Coordinator, or as otherwise provided by law. In the event this contract is terminated for a material breach of said Regulations, the contractor shall become liable for any and all damages as a result of said breach.

1. The contractor will include the portion of the sentence immediately preceding Paragraph 1 and the provisions of Paragraphs 1 through 8 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the State Equal Employment Opportunity Coordinator issued pursuant to Section 204 of the DPW Regulation on EEO, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the State Administering Agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with litigation with a subcontractor, vendor or other party as a result of such direction by the State Administering Agency, the contractor may request the State of Ohio to enter into such litigation to protect the interests of the State.

NOTICE: THE CONTRACTOR MUST COMPLY  
WITH THE PROVISIONS OF THE GOVERNORS  
EXECUTIVE ORDER 84-9, DATED FEBRUARY 15,  
1984, WHICH REQUIRES THE ESTABLISHMENT OF  
UNIFORM STATEWIDE GOALS FOR THE  
UTILIZATION OF WOMEN ON STATE AND STATE-  
ASSISTED CONSTRUCTION CONTRACTS.

Signed: \_\_\_\_\_

Company Name: \_\_\_\_\_

Subscribed and sworn to me this day of \_\_\_\_\_, 20\_\_\_\_\_. Notary Public

My commission expires \_\_\_\_\_, 20\_\_\_\_\_.

**ATTACHMENT 4**

AFFIDAVIT OF COMPLIANCE WITH TITLE 18, U.S.C. , SECTION 874

**KICKBACKS FROM PUBLIC WORKS EMPLOYEES**

Whoever, by force, intimidation, or threat of procuring dismissal from employment, or by any other manner whatsoever induces any person employed in the construction, prosecution, completion or repair of any public building, public work, or building or work financed in whole or in part by loans or grants from the United States, to give up any part of the compensation to which he is entitled under his contract of employment, shall be fined not more than \$10,000 or imprisoned not more than five years, or both.

Signed: \_\_\_\_\_

Company Name: \_\_\_\_\_

Subscribed and sworn to me this day of \_\_\_\_\_, 20\_\_\_\_\_.

Notary Public

My commission expires \_\_\_\_\_, 20\_\_\_\_\_.

## **ATTACHMENT 5**

### **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, Section 85.510, Participant's responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160 - 19211). Copies of the regulation may be obtained by contacting the U.S. Department of Education, Grants and Contracts Service, 400 Maryland Avenue, S.W. (Room 3633 GSA Regional Office Building No. 3), Washington, DC. 20202-4725, telephone (202) 732-2505.

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or Local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

---

Organization Name

---

PR/Award Number or Project Name

---

Name and Title of Authorized Representative

---

Signature

---

Date

**ATTACHMENT 6**

**ADDITIONAL CERTIFICATIONS**

**Project Name: Phase 4 Baileys Trail System Construction**

I certify that my company has the *facilities* to complete this job.

I certify that my company has the *labor force* to complete this job.

I certify that my company has the *equipment* to complete this job.

I certify that my company has the *administrative capacity* to complete this job.

I certify that my company has the *knowledge* to complete this job.

I certify that my company maintains a *drug free workplace*.

---

Name and Title of Authorized Representative

---

Signature & Date

**OUTDOOR RECREATION COUNCIL OF APPALACHIA  
8 E. WASHINGTON ST. ATHENS, OH 45701**

**SPECIFICATIONS FOR:           BAILEYS TRAIL CONSTRUCTION**

**SCOPE:**                               **Completion of an on-site investigation of existing conditions, furnish all labor, equipment, supplies and materials in performing all operations necessary for the complete and proper development of identified trail facilities in the Baileys Trail Construction project. The project includes approximately 28 miles of construction (See Attachment A- Trail Specifications).**

**DIVISION 1 - GENERAL REQUIREMENTS**

**Section 1.1 PROJECT LOCATION**

The work is located on land owned by the United States Department of Agriculture- Wayne National Forest, and the trail system is managed by the ORCA.

**Section 1.2 DESCRIPTION OF WORK (SEE ATTACHMENT A)**

The general components of the work to be performed under these plans and specifications include furnishing and installing the following:

- a. Furnish and install natural surface, singletrack trail
- b. Furnish and install culverts, punchon, and rock armoring associated with the trail construction and specified within the construction documents.

**Section 1.3 LAYOUT**

Layout of the center of a 100-foot wide trail corridor has been completed and flagged. The contractor shall place and establish stakes and markers as may be necessary for control and guidance of the construction operation and shall be responsible for all measurements that may be required for the execution of the work. The Owner's

Representative shall approve all proposed, final locations of bridges, puncheons, and rock armored trail tread.

#### Section 1.4 SUBMITTALS

Submittals shall be interpreted to include drawings, data, manuals, certifications, warranties, samples, and other items furnished by the Contractor for approvals. Submittals will be given to the Owner's Representative and the ORCA. The following submittals will be required for this project:

- 1.) Proposed Construction Schedule
- 2.) Proposed Approach to the project, including materials/machinery, operators, and operator experience with each machine.

#### Section 1.5 MATERIALS

Materials as used in these specifications shall mean equipment, machinery, product, component or any other item to be incorporated in the work.

Materials furnished by the Contractor shall be of the type and quality described in these specifications. Substitute materials may be used, provided no substitute materials shall be used without prior written approval by the Owner's Representative and Wayne Naitonal Forest. The Owner's Representative determination as to whether substitution will be permitted will be final and conclusive.

#### Section 1.6 ACCESS AND HAUL ROUTES

The Contractor shall make his own investigation of the condition of available public or private roads to determine clearances, restrictions, and other limitations that affect transportation at the job site.

Existing roads are available for the Contractor's use provided they are inside the project boundary. The Contractor will repair any damage on existing roads caused by the Contractor.

The hauling of sand, gravel, earth materials, concrete, or other hauling, shall be in compliance with applicable local regulations and shall minimize interference with local traffic. Where haul routes cross public roads or highways, the Contractor shall provide barricades, flag people, and other necessary precautions for the safety of the public. The Contractor will take all necessary precautions so as not to

unnecessarily restrict traffic flow on Forest Roads and entering nearby roads and highways.

#### Section 1.7 POWER AND WATER

The Contractor shall make all necessary arrangements and shall provide all power and water required for construction purposes. At the termination of this contract, the Contractor shall dismantle and remove all distribution lines used for construction that are not part of the permanent installation. Contractor will call for existing utility locates if necessary.

#### Section 1.8 STAGING AREA

Staging areas for on-site storage of equipment, materials, or other items that are needed for construction will be approved by the Owner's Representative and Wayne National Forest before construction of this contract begins.

#### Section 1.9 PRESERVATION OF VEGETATION

The Contractor shall exercise care to preserve the natural landscape, including trees and shrubs, and shall conduct construction operations so as to prevent any unnecessary destruction, scarring, or defacing of the natural surroundings in the vicinity of the work. Except where clearing is required for permanent works or excavation operations, all trees, native shrubbery, and vegetation, shall be preserved and protected from damage by the Contractor's construction operations and equipment.

All unnecessary destruction, scarring, damage or defacing of the landscape resulting from the Contractor's operations, shall be repaired, replanted, reseeded or otherwise corrected as directed by the Owner's Representative and at the Contractor's expense.

After completion of the work, all areas disturbed by construction that do not require landscaping or planting, shall be scarified and left in a condition which will facilitate natural vegetation, provide for proper drainage and prevent erosion.

#### Section 1.10 CLEAN-UP

Due to the public nature of the sites, clean-up during construction is extremely important. General clean-up will be carried out by the Contractor over the limits of the entire project to the satisfaction of the Owner's Representative. This includes touch-up work, patching, and clean-up of all materials related to this contract and Contractor. Clean-up will not be paid for separately but will be included in the prices bid in the schedule.

#### Section 1.11 ADJUSTMENT OF TOTAL CONTRACT PRICE

The amount of funds available for this project is a set amount and cannot be overrun. If the total amount exceeds the monies available, the amount of the bid will be decreased by the amount necessary to bring it in line with the monies available.

The unit prices will not be changed but the quantities will be decreased. Should the amount decreased exceed twenty-five (25%) percent of the total bid, new unit prices can be negotiated by the ORCA and the bidder.

#### Section 1.12 GUARANTEE AND WARRANTY

A one (1) year guarantee and warranty will be provided by the Contractor on all work of this project. Any portions needing replacement or repair within one (1) YEAR FROM THE DATE OF WRITTEN ACCEPTANCE by the ORCA shall be completed by the Contractor at his expense, within a time frame agreed upon by ORCA. All manufacturer warranties shall be transferred to ORCA.

### **DIVISION 3 - EARTHWORK**

#### Section 3.1 GENERAL

All costs for earthwork of this project; excavation, stripping and backfilling, are considered subsidiary to the installation of natural surface trail and associated costs are to be included with the associated bid items, not to be paid separately. Bidders and the Contractor shall assume all responsibility for deductions and conclusions as to the nature of the materials to be excavated and the difficulties of making and maintaining the required excavations. Excavation shall be made to the lines, grades and dimensions

prescribed in the various paragraphs of these specifications and as shown on the drawings. No excavation shall be made in frozen materials without written approval from the Owner's Representative.

All necessary precautions shall be taken to preserve the material below and beyond the established lines of all excavation. Any damage to the work due to the Contractor's operations shall be repaired at the expense of and by the Contractor. Material beyond the required or prescribed excavation lines which is loosened or disturbed by the Contractor's operations shall be removed or fine graded at the expense of the Contractor.

Where additional excavation is prescribed by the Owner's Representative to remove unsuitable foundation material, all earthwork due to such additional excavation shall be in accordance with these specifications.

The trail surfaces to be constructed shall be finished to the dimensions shown on the drawings or prescribed by the Owner's Representative. The surfaces shall be tamped or rolled with suitable tools or equipment to form a compacted trail tread.

### Section 3.2 EXCAVATION FOR DRAINAGE

The Contractor shall perform excavation for the drainage, and as may be instructed by the Owner's Representative.

The drainage channels shall have side slopes and bottom widths to conform to the topographic and hydraulic conditions to be met.

### Section 3.3 BACKFILL

All backfill shall be placed moistened and compacted to the trail surface. The material to be compacted shall be deposited in approximately horizontal layers which shall not be more than 6 inches in thickness and the layers shall be moistened.

Backfill material shall be obtained from material moved in required excavations or within 25' of the established tread centerline. Backfill shall be placed to the lines and grades shown in the drawings for the purpose of a sustainable, natural surface trail, or as required by the Owner's Representative.

## **DIVISION 4- COMPLETION REQUIREMENTS**

### **Section 4.1 PAYMENT**

Payment shall be for each project completed and in place as per the bid schedule, for which price and payment shall be full compensation for all materials, labor, installation, transportation, and any other incidentals necessary to complete the project according to the specifications and drawings. Payment will be based on a bi-weekly total of trail completed, measured by rolling wheel by the Owner's Representative in the presence of Contractor. Payment will be provided within 30 days of submission of complete invoice including prevailing wage reports.

The amount of funds available on this project is a set amount and cannot be overrun. If the total amount of the bid exceeds the monies available, the amount of the selected bidder's bid will be decreased by the amount necessary to bring it in line with the monies available. The unit bid prices will not be changed but the quantities will be decreased. Should the amount decreased exceed twenty-five percent (25%) of the total bid, new unit prices can be negotiated by ORCA and the lowest responsible bidder.

In the event that all work is not completed by June 30, 2023 the ORCA will assess three hundred dollars (\$300.00) per working day, not as a penalty, but as liquidated damages to the ORCA.

The liquidated damages assessment for non-completion by the time specified will be computed beginning the day following the first working day specified for completion and continue each and every working day until all items shown on the proposal are completed. If it is necessary to apply this assessment, the total amount of such damages will be deducted from the final voucher drawn in payment for the contract.

The Contractor is responsible to comply with and retain on-site any and all federal, state, or county permits for the duration of the project.

Any vandalism is responsibility of contractor until project is accepted by the ORCA. Contractor will barricade the site during construction.

### **Section 4.2 GENERAL COMMENTS**

Workmanship shall be of the best quality. The professional appearance of finished work shall be of equal importance with its intended use. All portions of the work shall be so laid out and installed so that the work, as a whole, is of uniform quality and appearance.

Contractor acknowledges that he has satisfied himself as to the nature and location of the work and the general and local conditions of the site by visiting the site and becoming thoroughly familiar with the sites.

A pre-construction conference shall be scheduled by the Contractor and ORCA to take place not more than one week prior to commencing construction. The meeting shall include the ORCA, Wayne National Forest, the Owner's Representative, and appropriate representatives of the Contractor who will be responsible for the management of the project. Major subcontractors shall also attend.

Contractor will be required to procure materials as per the Construction Documents. Cost of delays because of non-availability of specified items when such delays could have been avoided by the Contractor, shall not be borne by the ORCA. Burden of proof for substituted materials rests with the Contractor. Sufficient documentation must be provided in ample time for review by the Owner's Representative. Contractor must not assume that substitutions will be granted.

It shall be the responsibility of the Contractor to become familiar with federal, state, and local code enforcement, including the Federal Occupational Safety and Health Act of 1970 (OSHA).

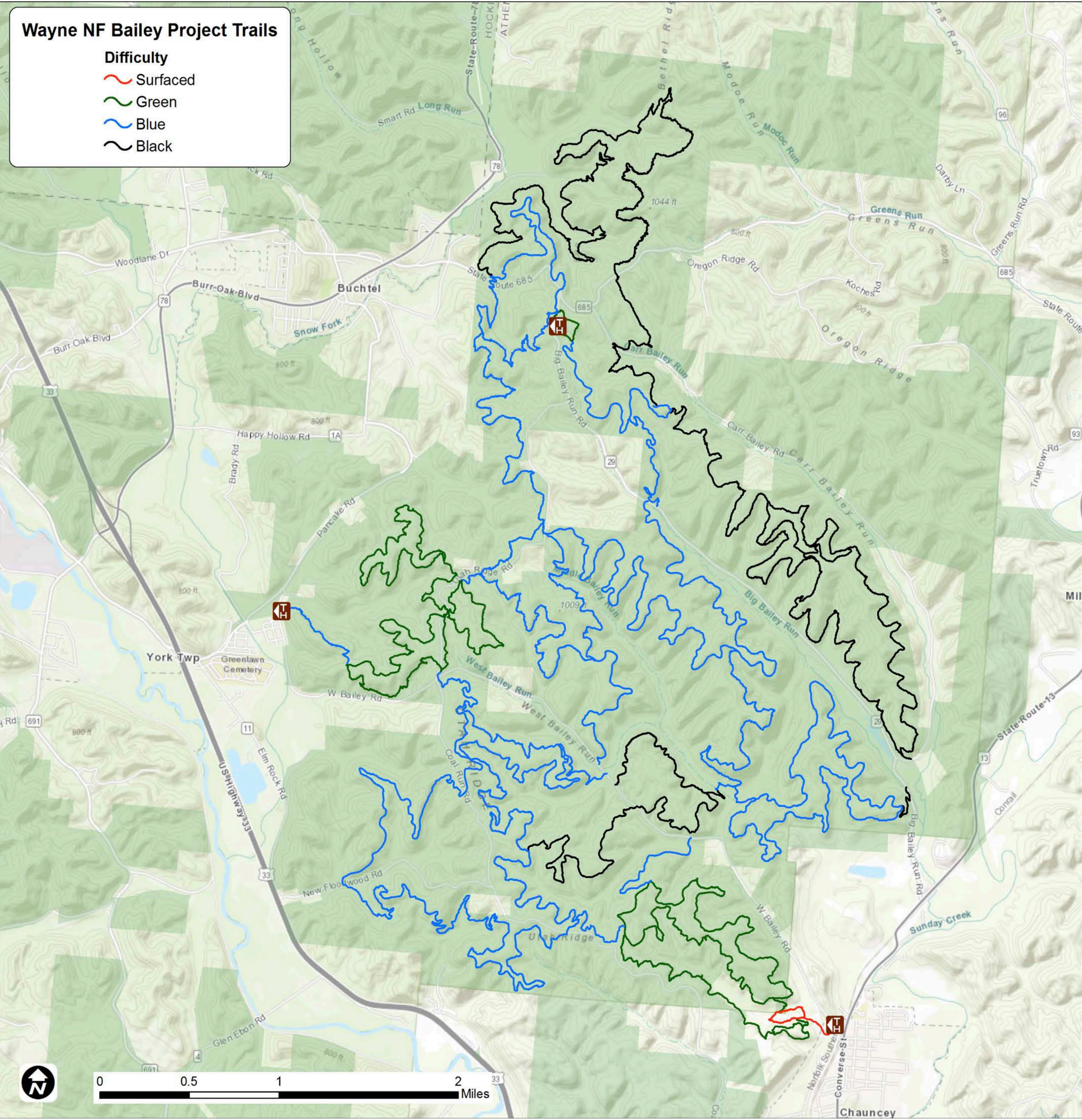
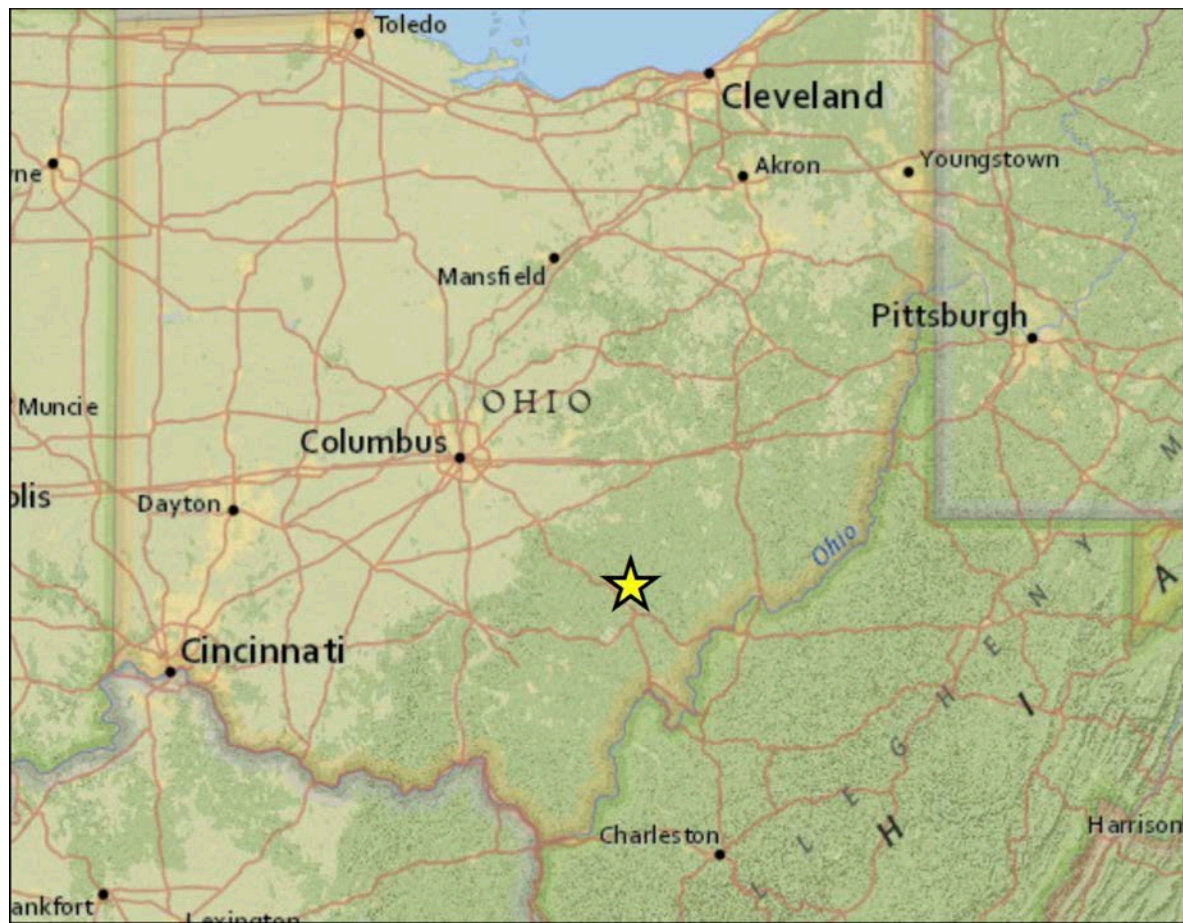
Before performing any work or ordering any materials, the Contractor shall verify all dimensions of any existing and new work and shall be responsible for their accuracy.

Contract Time. Said work shall commence following the Notice to Proceed and will be completed by **June 30, 2023**. Concept of the work is to start and to progress without interruption until the job is complete. Bidders shall understand that if circumstances so arise that a contract extension is needed, one shall be granted due to inclement weather, acts of God, and acts beyond the control of the Contractor, such as strikes, fire, lockouts, and unusual delays in shipment. Time extensions shall be requested in writing within two weeks of the occurrence. The Owner's Representative and the Contractor shall mutually agree on a reasonable extension of time.

**ATTACHMENT A  
(By Incorporation)**

**BAILEYS TRAIL SYSTEM  
TRAIL CONSTRUCTION SPECIFICATIONS**

# Bailey Tract Trail System Construction Documents



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- A1: Cover Page
- A2: Panel Locator Map & Summary Tables
- A3: Panel A
- A4: Panel B
- A5: Panel C
- A6: Panel D
- A7: Construction Notes
- A8: Details 1 - Rolling Contour Trail
- A9: Details 2 - Puncheon and Bridges
- A10: Details 3 - Flagstone Armored Crossing
- A11: Details 4 - Stone Pitched Armored Crossing
- A12: Details 5 - Arched Half Culvert



**PREPARED BY:**  
**APPLIED TRAILS RESEARCH**  
1310 North Allen St  
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**FOR:**  
Wayne National Forest  
Athens Ranger District  
13700 US Highway 33  
Nelsonville, OH  
45764

**ISSUE:**  
1.25.19

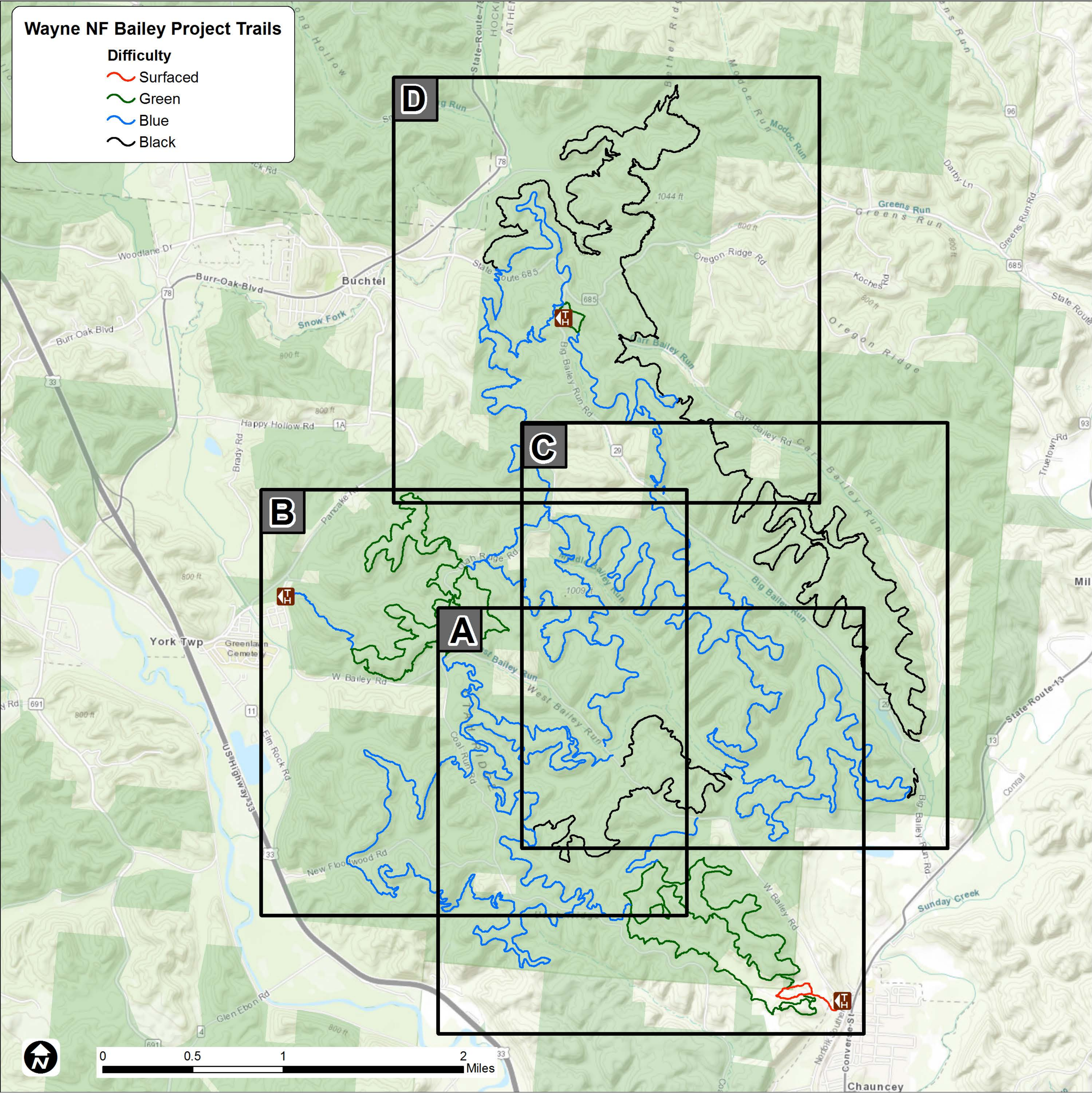
**PROJECT:**  
Bailey Tract Trail System  
Construction Documents

# Panel Locator Map

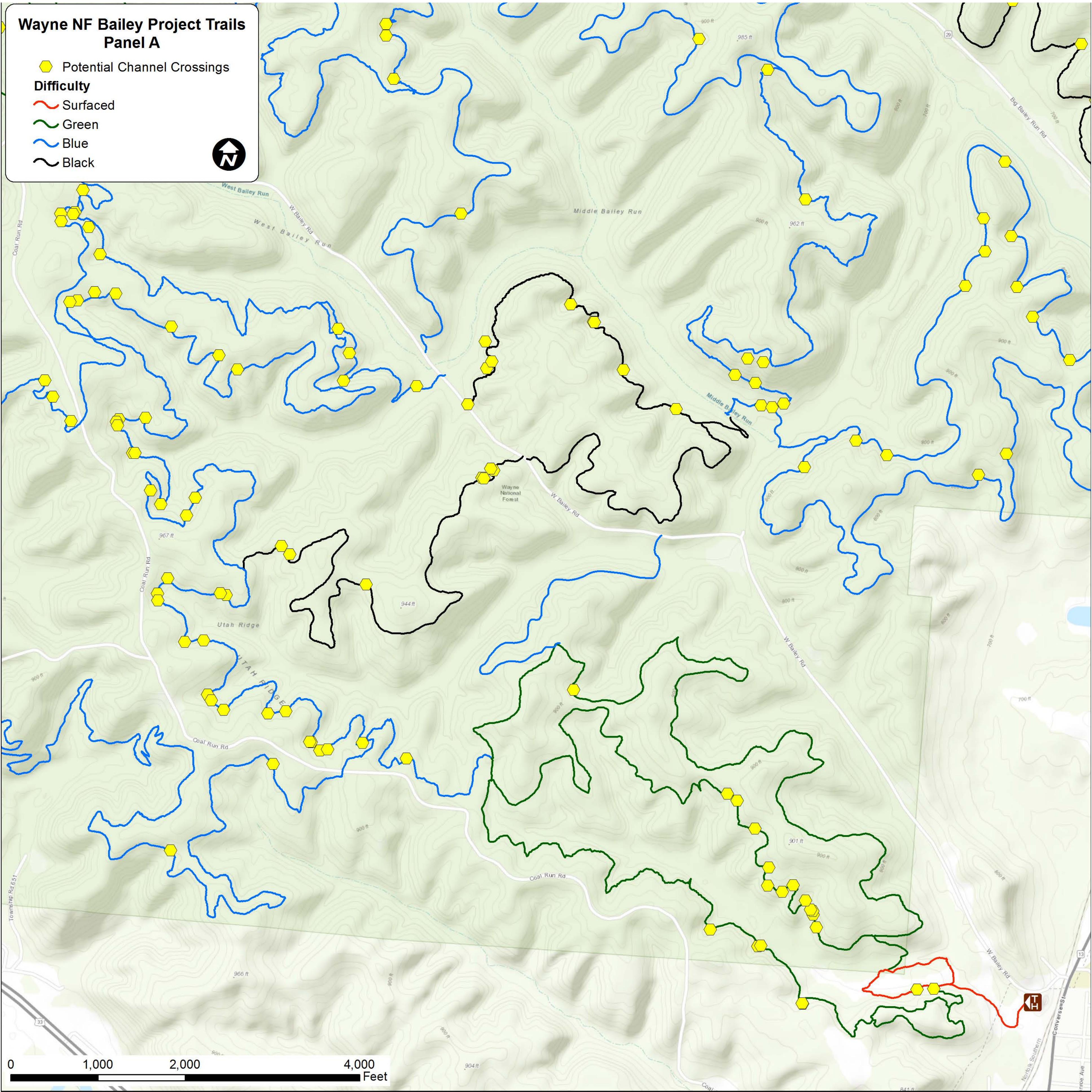
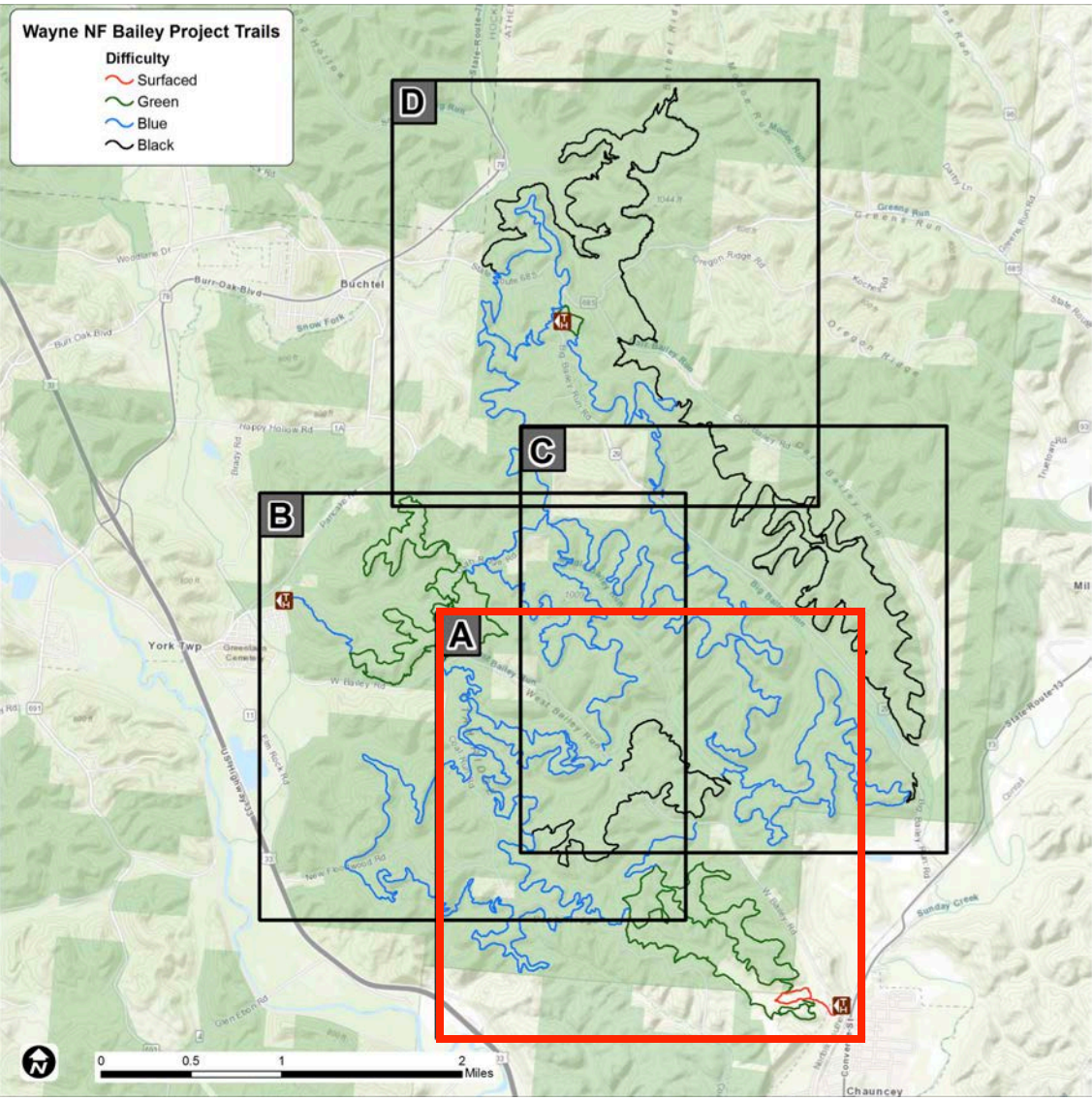


## Summary Table

Trail Type	
Surfaced	3,839 feet
Less Difficult (green)	79,243 feet
More Difficult (blue)	205,516 feet
More Difficult Directional (blue)	33,471 feet
Most Difficult (black)	92,626 feet
Most Difficult Directional (black)	26,671 feet
Crossing Type	
Bridges	10 total
Puncheon	1500 feet
Rock Armor	120 feet
At Grade/Culvert	115 total (75% at grade, 25% culvert desired)



Panel A



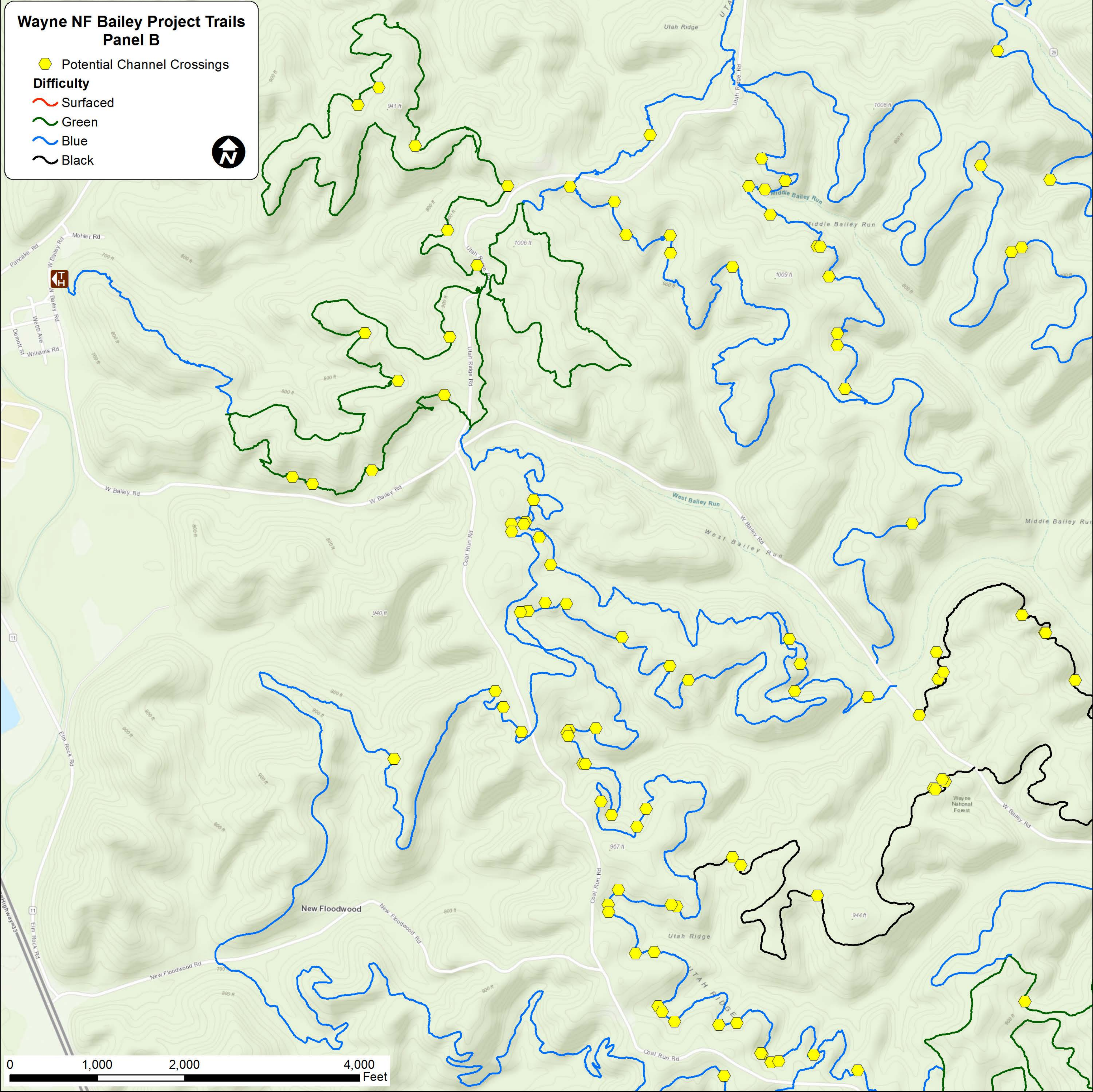
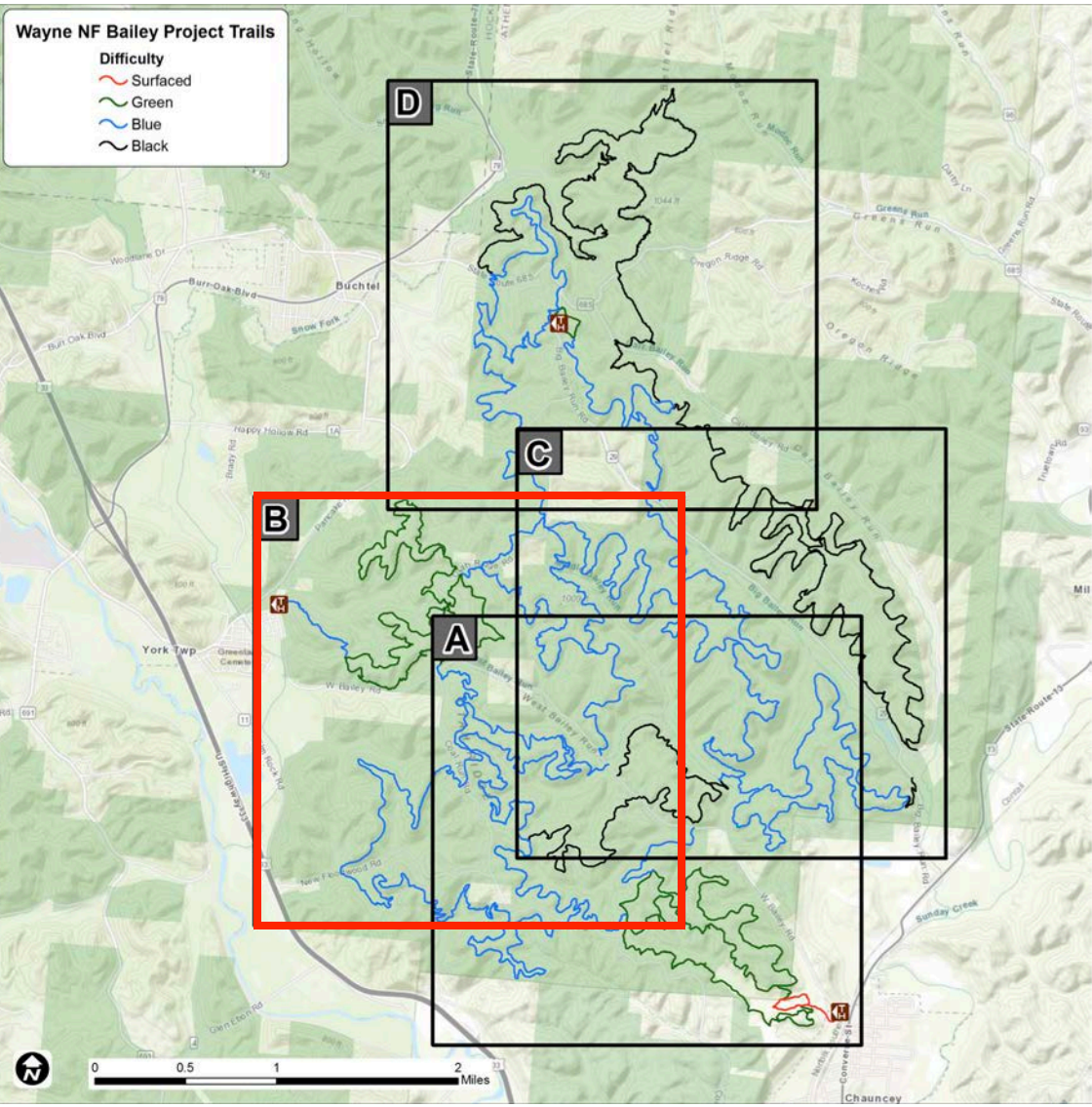
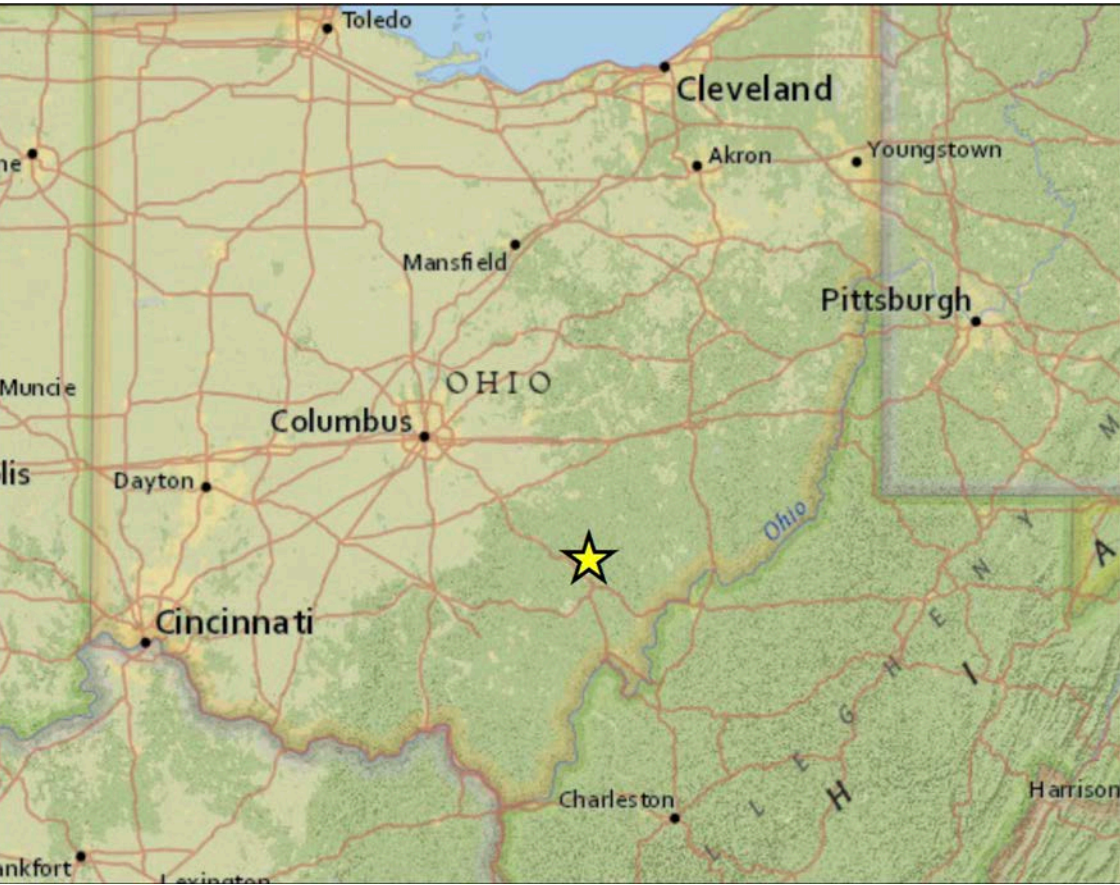
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Panel B



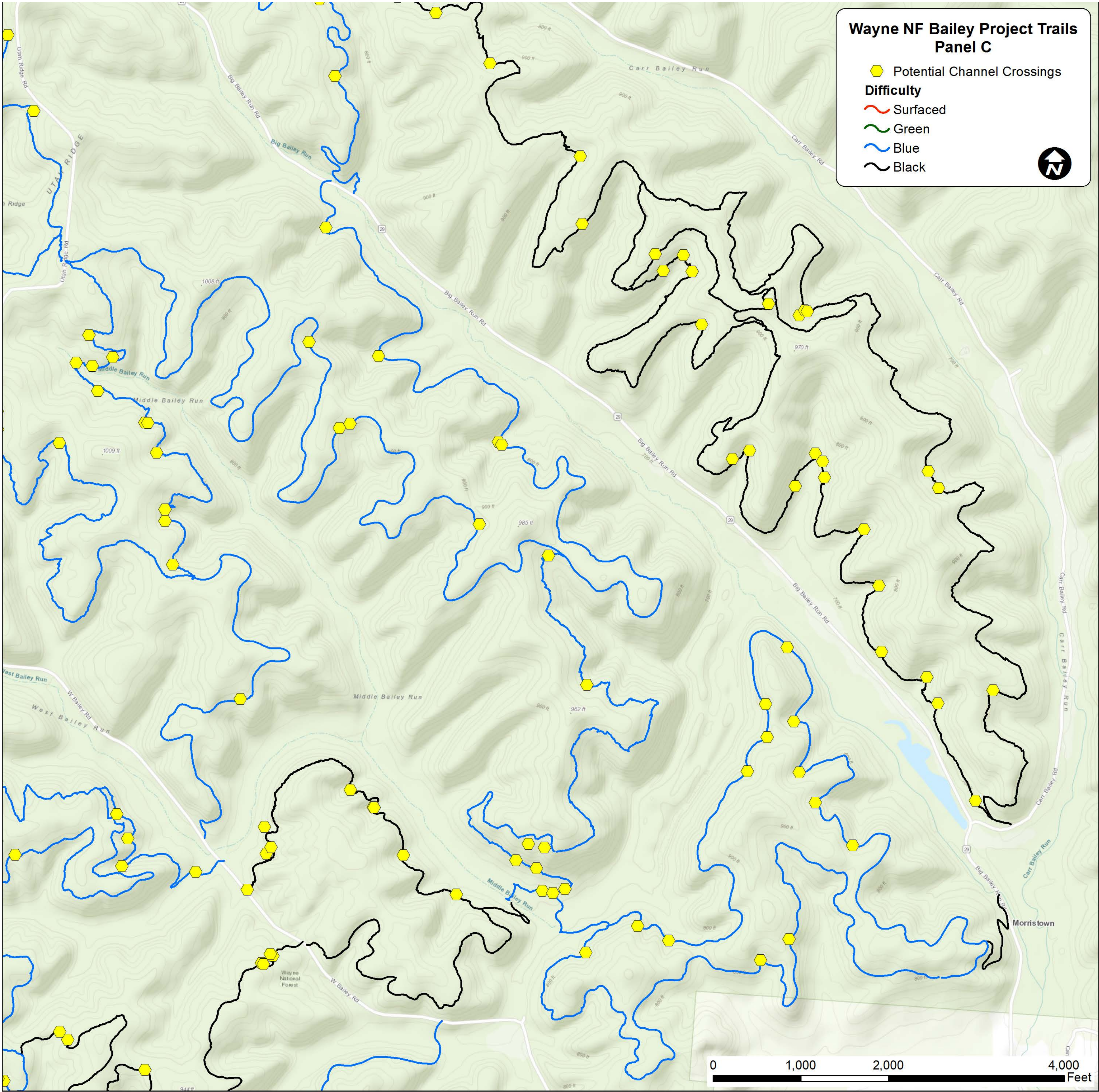
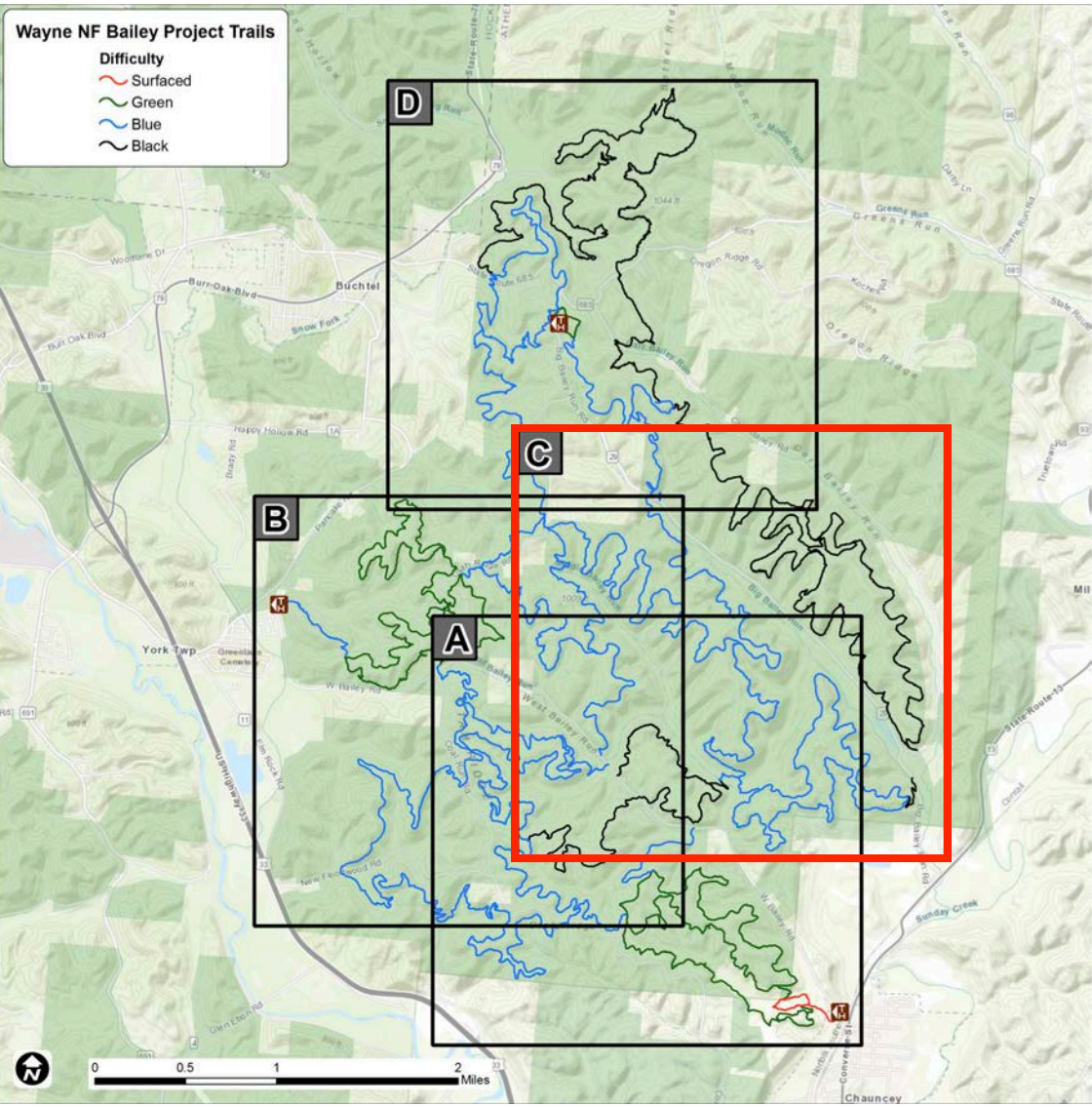
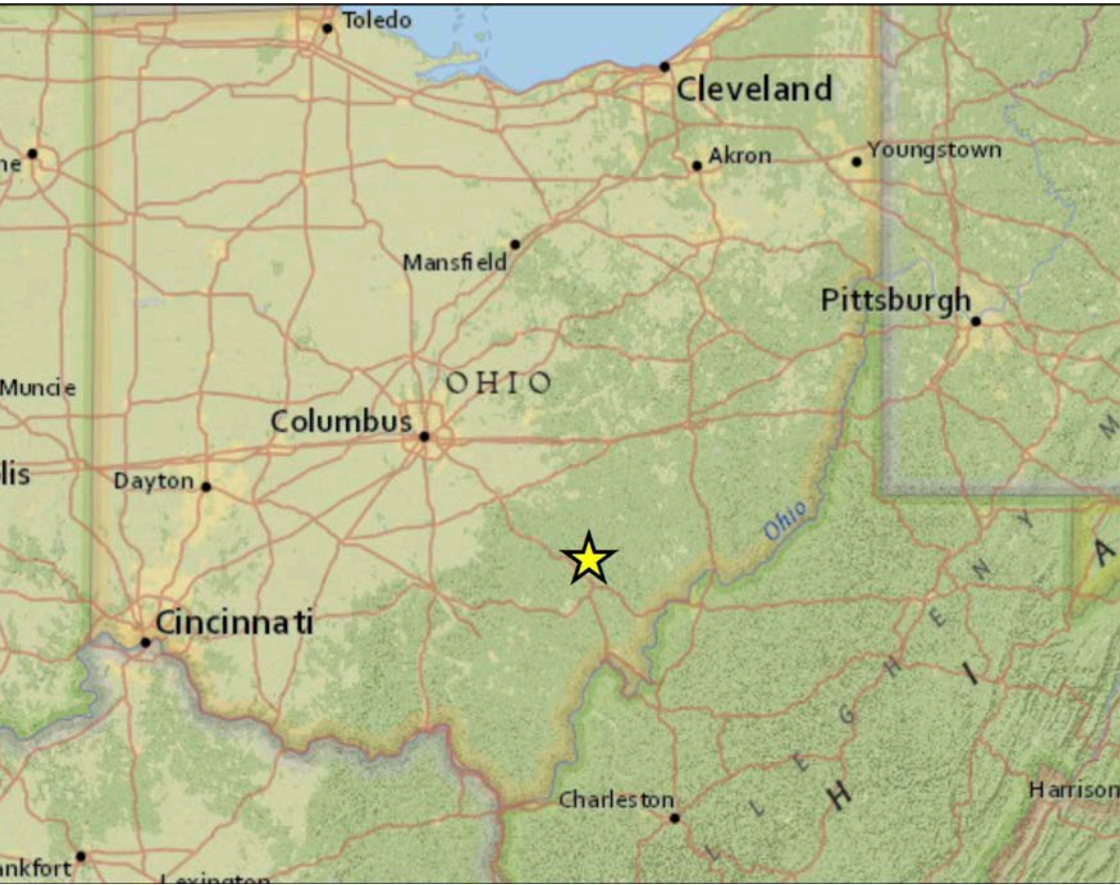
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Panel C



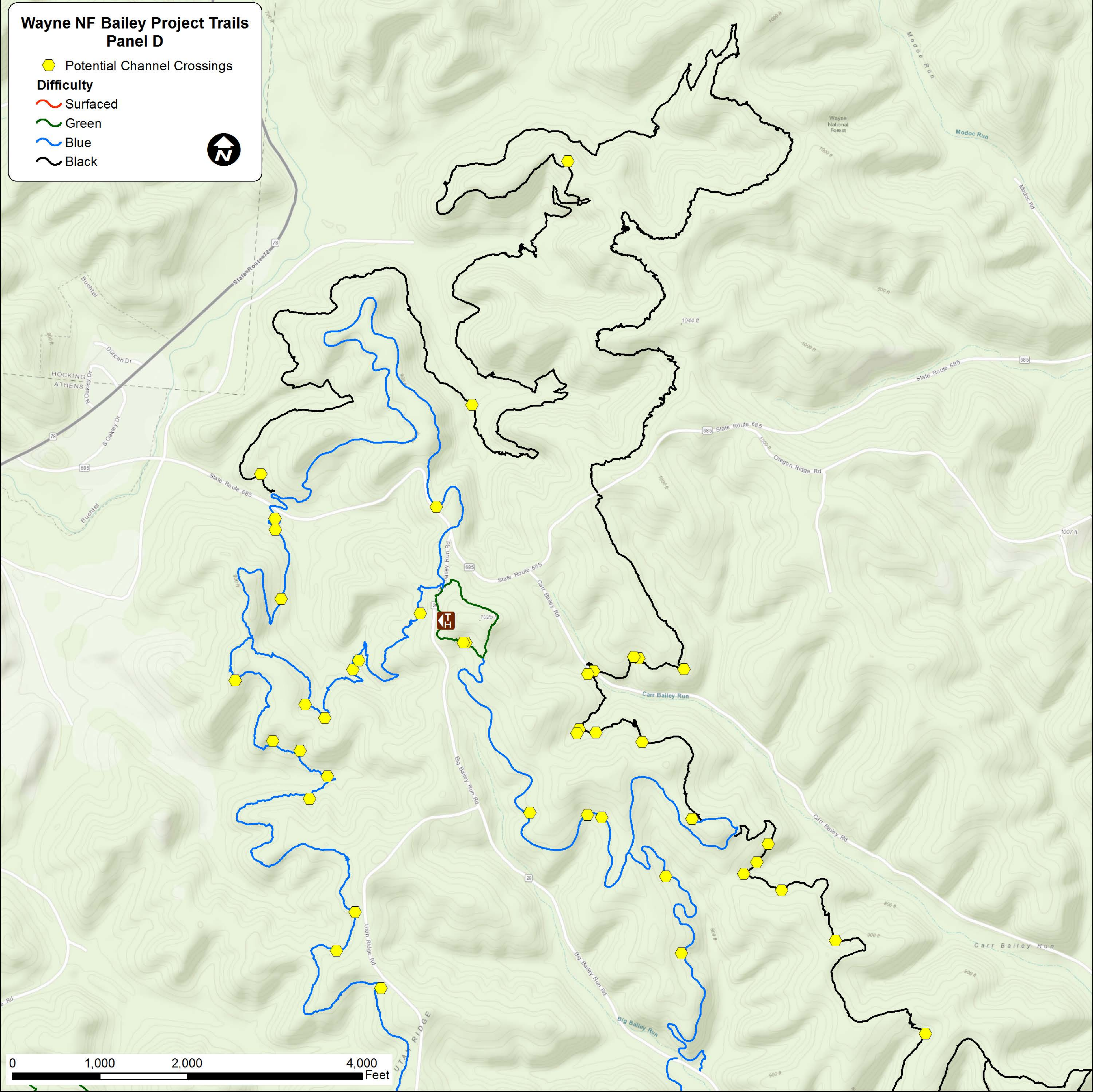
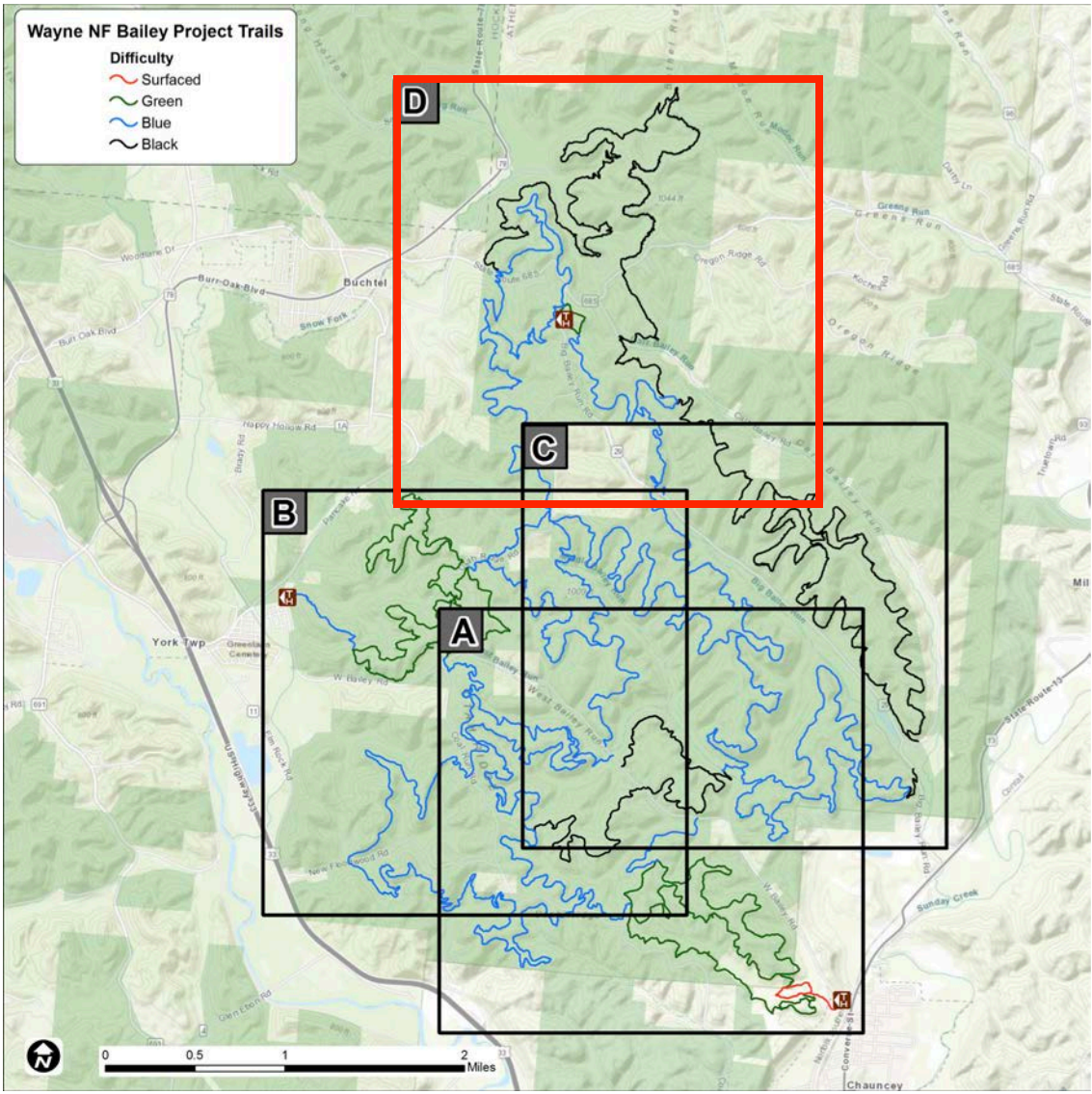
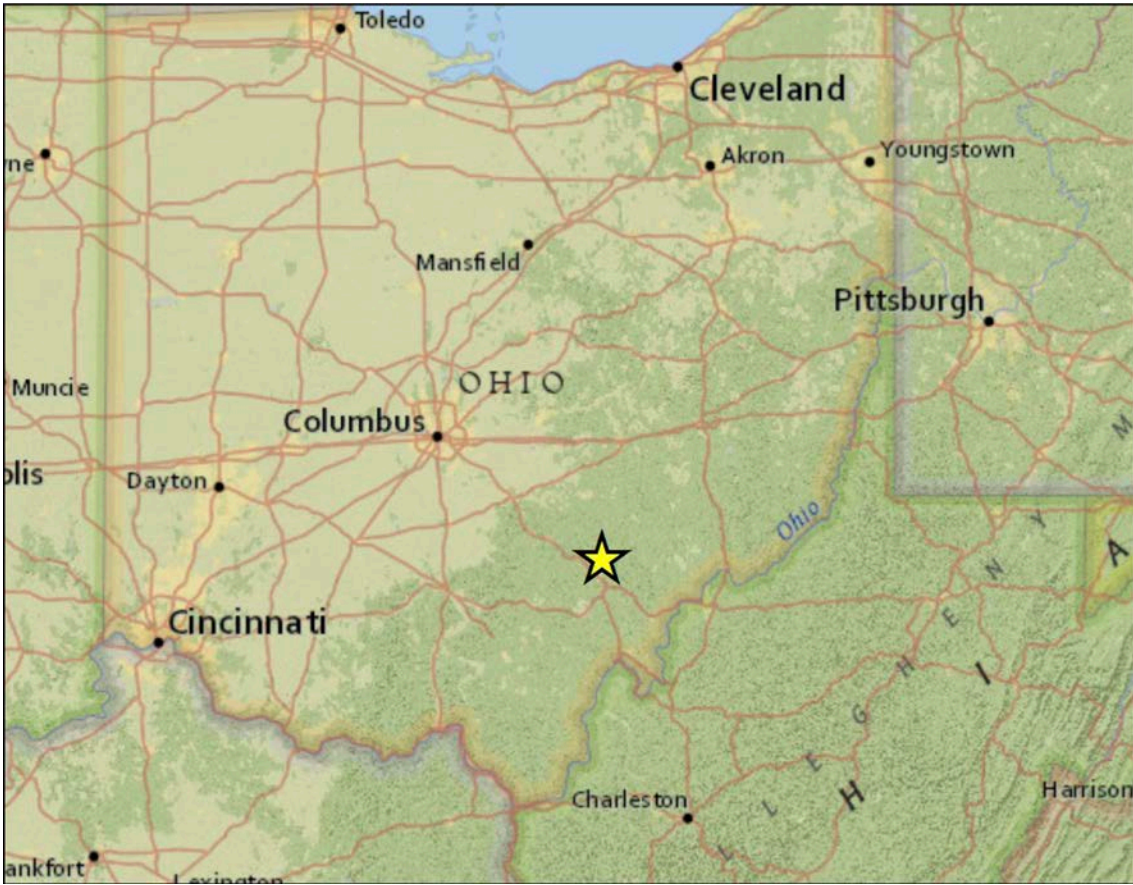
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**PROJECT:**  
Bailey Tract Trail System  
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Panel D



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1.25.19

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# Construction Notes

## SEQUENCE OF CONSTRUCTION:

### General Notes

- At least 7 days prior to initiating any earth disturbance (corridor and/or tread development), the owner and/or construction manager shall invite contractors, the USFS, appropriate officials to an on-site preconstruction meeting.
- All earth disturbance activities shall proceed in accordance with the sequence provided on the plan drawings and construction notes. Deviation from that sequence must be approved in writing from USFS to implementation.
- Contractor will perform controls necessary for the execution of the work (even if not specifically mentioned) and provide additional controls as required by unforeseen conditions. Any additional controls will be submitted in writing to USFS via the owner/construction manager.

## TRAIL CONSTRUCTION NOTES

- Trail construction will be conducted by a professional firm that can demonstrate significant and successful experience in the field of mountain bike-optimized natural surface trail development.
- Construction of trail tread and attendant features (i.e. puncheon, bridge, culvert, and rock armored segments) will be in accordance with the general specifications presented within this document and fundamentally based on sustainable trail design principles promulgated by credible, recognized printed source material, including the International Mountain Bicycling Association’s handbooks, *Trail Solutions* and *Managing Mountain Biking*, and the USDA Forest Service’s *Trail Construction and Maintenance Notebook*.
- Trail corridor will be cleared to a width in accordance with the specifications. Stems larger than 6” dbh will not be removed until approved by the construction manager or USFS. All cut materials longer than 5’ in length will be bucked to less than 5’ and utilized with nearby native materials to stabilize excavated spoils. All vegetative materials will be removed from the trail tread. Any stumps developed in the corridor development will be excavated and removed from the corridor.
- Trail tread development will consist of full bench trail construction, devoid of fill material for use in the tread surface (berms and roller features excepted), and mechanically compacted following construction. Acceptable protrusion height above the trail tread for natural features such as rocks or roots will be in accordance with the specifications of the particular trail type (i.e. least difficult, more difficult, most difficult) being constructed. Tread will be constructed with a 3-10% cross slope, except where features are constructed for the purpose of keeping riders on the trail (i.e. berms, insloped corners, and constructed features).
- Grade reversals will be located at less than 100’ intervals and should have broad drains (6-10’) with cross slopes of 10-15%. Subsequent reversals in grade should also be broad (10-25’) and compacted with leading face and transition field-fit to match the desired trail experience (i.e. low and rolling on least difficult trails, rollable with the ability to jump on more difficult trails, and jump-optimized on most difficult trails).
- Backslopes should blend with surrounding hillslope gradient and finished to tread specifications. In the case of inside turns, backslope should be optimized for utility as a riding/ tread surface and blended with trail tread to provide smooth transitions.
- Excavated spoils shall be distributed such that no berm is present on the downslope edge of the trail tread unless it is created for the purpose of a trail feature, in which case it will be preceded upslope by a grade reversal and compacted as trail tread.

- Spoils will be sufficiently distributed downslope a.) with a depth not greater than 4” and b.) shall not be deposited in active drainages (i.e. stream bed and bank structure or incised linear flow pattern) or locations demonstrating characteristics of standing water (i.e. presence of standing water during construction, darkened leaves or water lines on trees indicating standing water for significant portions of time). If situation cannot be attained, spoil materials will be bucketed and dispersed in a nearby location that meets these conditions.
- Following spoils dispersal, downslope and backslope areas will be immediately covered with native seed and mulch materials stockpiled during trail corridor clearing activities.
- For hard armoring techniques, rock will be collected by hand within 50’ of the trail centerline.
- Turns in the trail tread that result in crossing the fall-line of the hillslope will be constructed according to the trail tread specifications with the addition of a grade reversal upslope and prior to the turn, all fill and/or retaining walls necessary to stabilize the turn, drainage features necessary to remove water from the turn area (i.e. insloped drain or crowned turn platform), and a grade reversal downslope/following the turn. Insloped and/or super-elevated turns shall be field-fit and constructed, where necessary, to assist riders in remaining in the center of the trail tread and maintaining momentum.
- Alternative riding lines and/or technical trail features, if developed, will be designed in a collaborative manner with approval necessary from the construction manager and USFS, and will be developed based on available time and funds. All features will adhere to standard construction best practices for dry stack masonry. Approaches to and exits from features will be field-fit to minimize vegetation and hydrologic impacts. Fall zones for features higher than 12” above the surrounding topography will be cleared of loose, sharp rocks or other materials that could focus rider impacts for a lateral distance of 10’ from the feature.

## EROSION AND SEDIMENTATION POLLUTION CONTROL NOTES

- At least 7 days prior to initiating any earth disturbance activities (trail corridor clearing and grubbing and trail tread excavation), the owner and/or construction manager shall invite all contractors, USFS, appropriate municipal and county officials, including County Conservation District officer, to an on-site preconstruction meeting.
- All earth disturbance activities shall proceed in accordance with the sequence provided in the General and Trail Construction Notes and accompanying specifications. Deviation from that sequence must be approved in writing from the construction manager or USFS prior to implementation.
- Clearing, grubbing, and topsoil stripping shall be limited to the trail corridor.
- Borrow pit development shall take place within 50’ of the trail centerline with all borrow pits and access routes stabilized and naturalized (see Trail Construction Notes) following use.
- Immediately upon discovering unforeseen circumstances posing the potential for accelerated erosion and/or sediment pollution, the contractor shall implement appropriate BMPs to minimize the potential for erosion and sediment pollution and notify the construction manager or USFS.
- All building materials and wastes must be removed from the site and recycled or disposed of in accordance with local regulations. No building materials, wastes, or unused building materials shall be burned, buried, dumped, or discharged at the site.
- Trail tread construction disturbances shall be permanently stabilized on a daily basis**, as prescribed in the Construction Notes and specifications, Trail corridor clearing and grubbing may take place without additional stabilization activities.
- Sediment tracked onto any public roadway or parking area shall be returned to the construction site by the end of each work day and disposed in the manner presented for spoils stabilization in the Trail Construction Notes. In no case shall the sediment be washed, shoveled, or swept into any roadside ditch, storm sewer, or surface water.
- Upon completion of all earth disturbance activities and permanent stabilization of all disturbed areas, the contractor shall contact the the construction manager or USFS to schedule a final inspection.

## RECYCLING AND DISPOSAL OF CONSTRUCTION WASTE

- Recycling and disposal of materials associated with this project shall be undertaken in accordance with local rules and regulations.
- Except for items indicated to be reused, salvaged, reinstalled, or otherwise indicated to remain on the property, demolished or excavated materials shall be removed from the site.
- Materials slated for removal from the site shall be disposed of in accordance with any and all applicable municipal or other government agency current regulations.
- Debris shall not be permitted to accumulate on the job site. Dust and dirt shall be held to a minimum during construction.
- At the completion of work, the entire work area shall be clean and left in a neat condition, free of waste and debris.



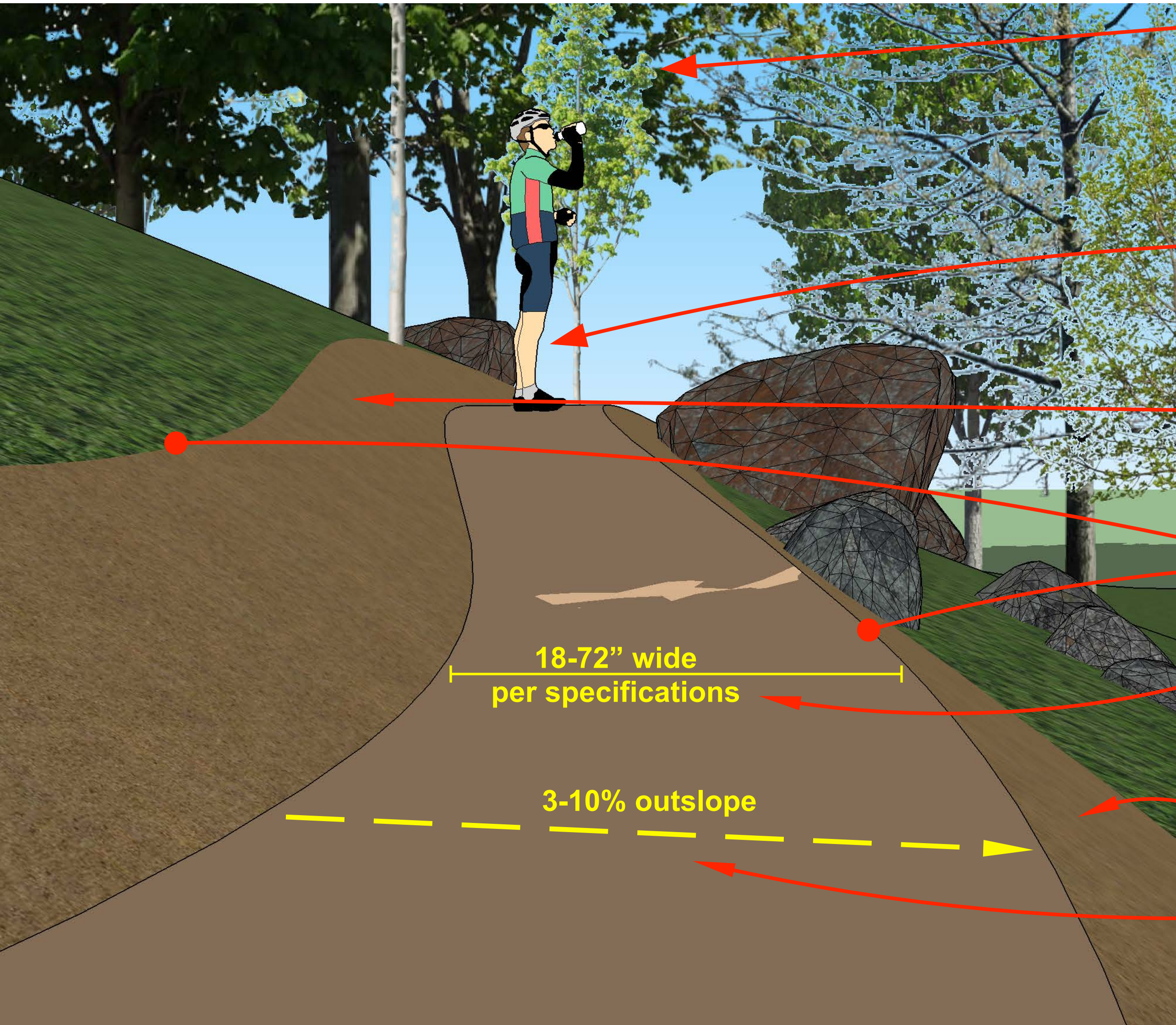
**PREPARED BY:**  
**APPLIED TRAILS RESEARCH**  
1310 North Allen St  
State College, PA 16803  
appliedtrailsresearch.com

**FOR:**  
Wayne National Forest  
Athens Ranger District  
13700 US Highway 33  
Nelsonville, OH  
45764

**ISSUE:**  
1.25.19

**PROJECT:**  
Bailey Tract Trail System  
Construction Documents

# Details 1. Rolling Contour Trail



Retain entire forest canopy/riparian buffer, no tree greater than 6" DBH to be removed

Rocks and trees used as trail anchors

Backslope blended into hillside, covered with leaf litter, native seed bank following construction

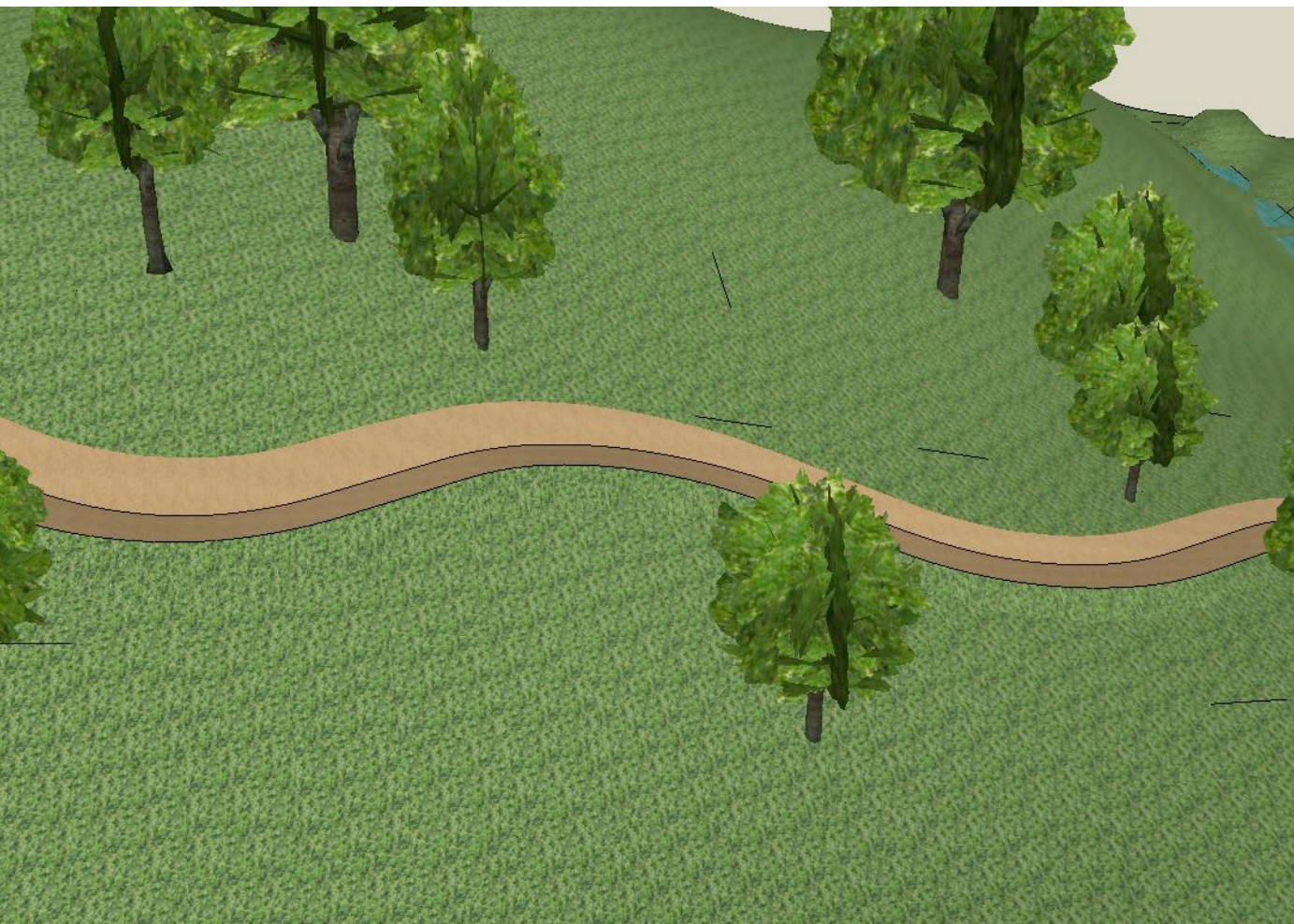
Critical point is rounded

Trail tread has gentle gradient (2-15%, not more than half prevailing hillslope grade), 18-72" wide (per specifications) with minimal compaction

Spoils dispersed evenly, less than 4" deep, covered with leaf litter, native seed bank

Trail tread is outsloped 3-10%

**Rolling Contour - Outsloped Tread with frequent grade reversals** to force water to drain off the trail, maintaining natural hydrologic flow patterns and watersheds.



**Rolling Contour - Insloped Turn with Outsloped Grade Reversal** to keep riders on trail and reduce lateral displacement of soil. Drains in grade reversals need to be 10-15% outsloped.



Grade Reversal

Drain

Insloped Trail



**PREPARED BY:**  
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State College, PA 16803  
appliedtrailsresearch.com

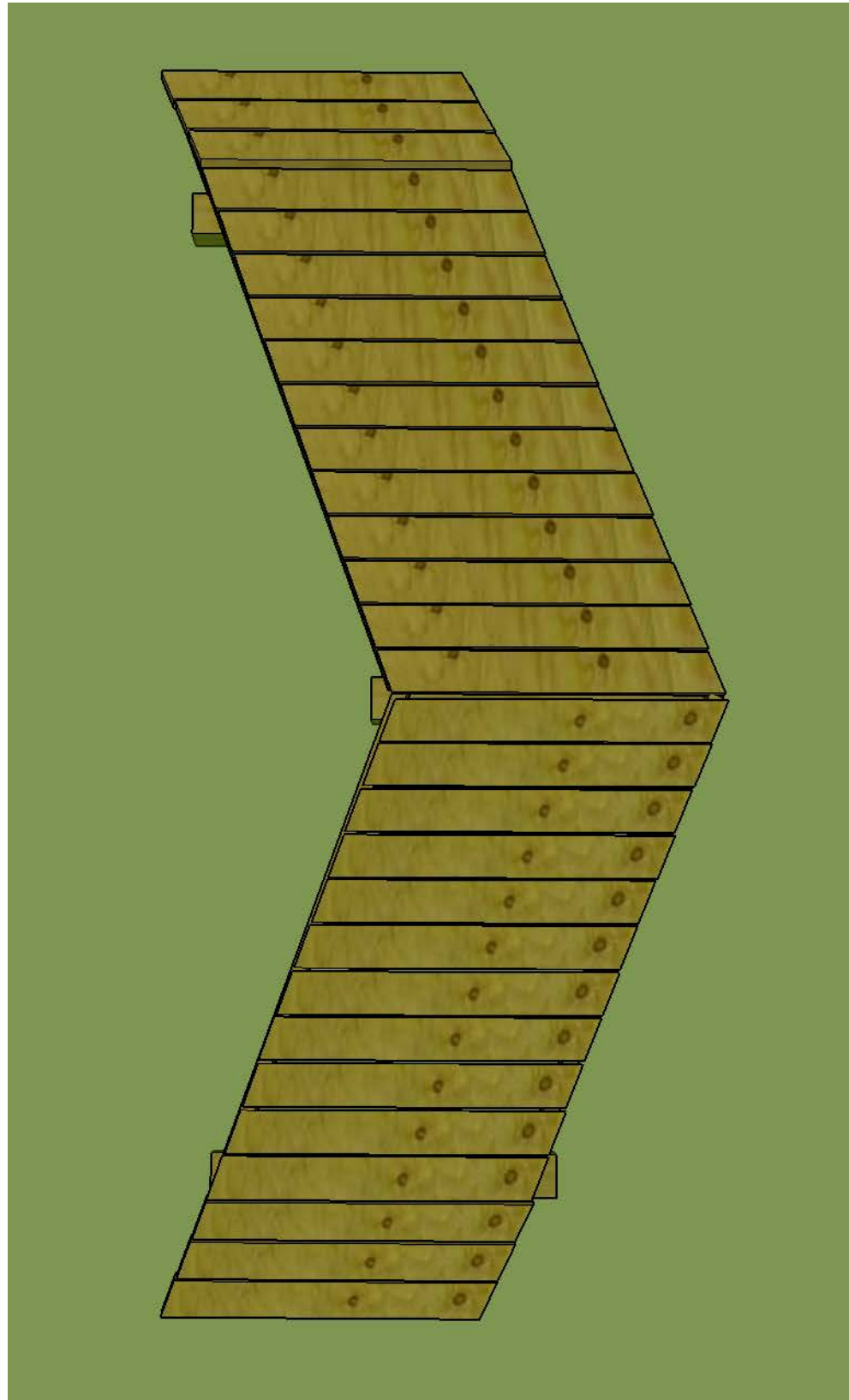
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# Details 2. Puncheon and Bridge

Top View



Bottom View

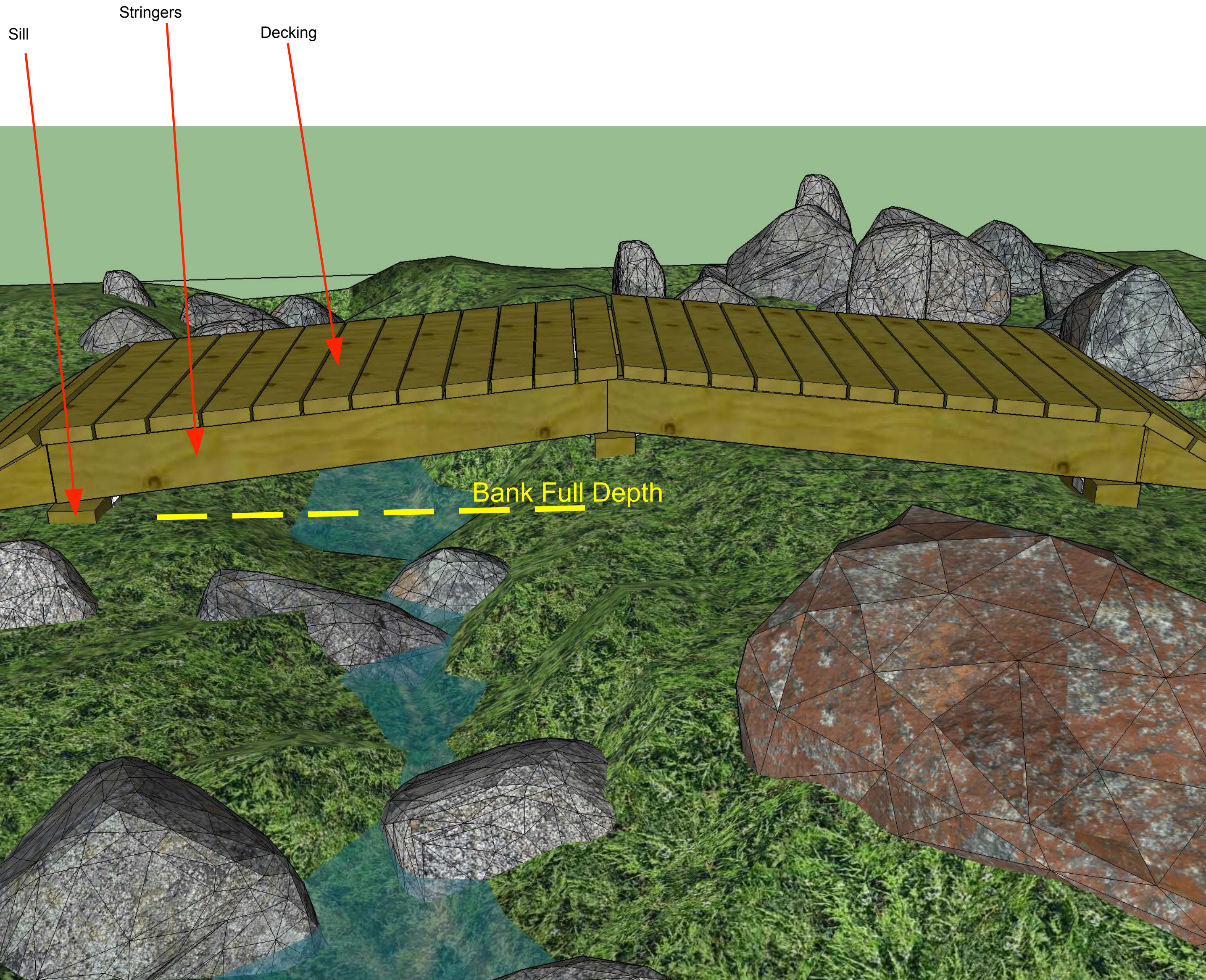
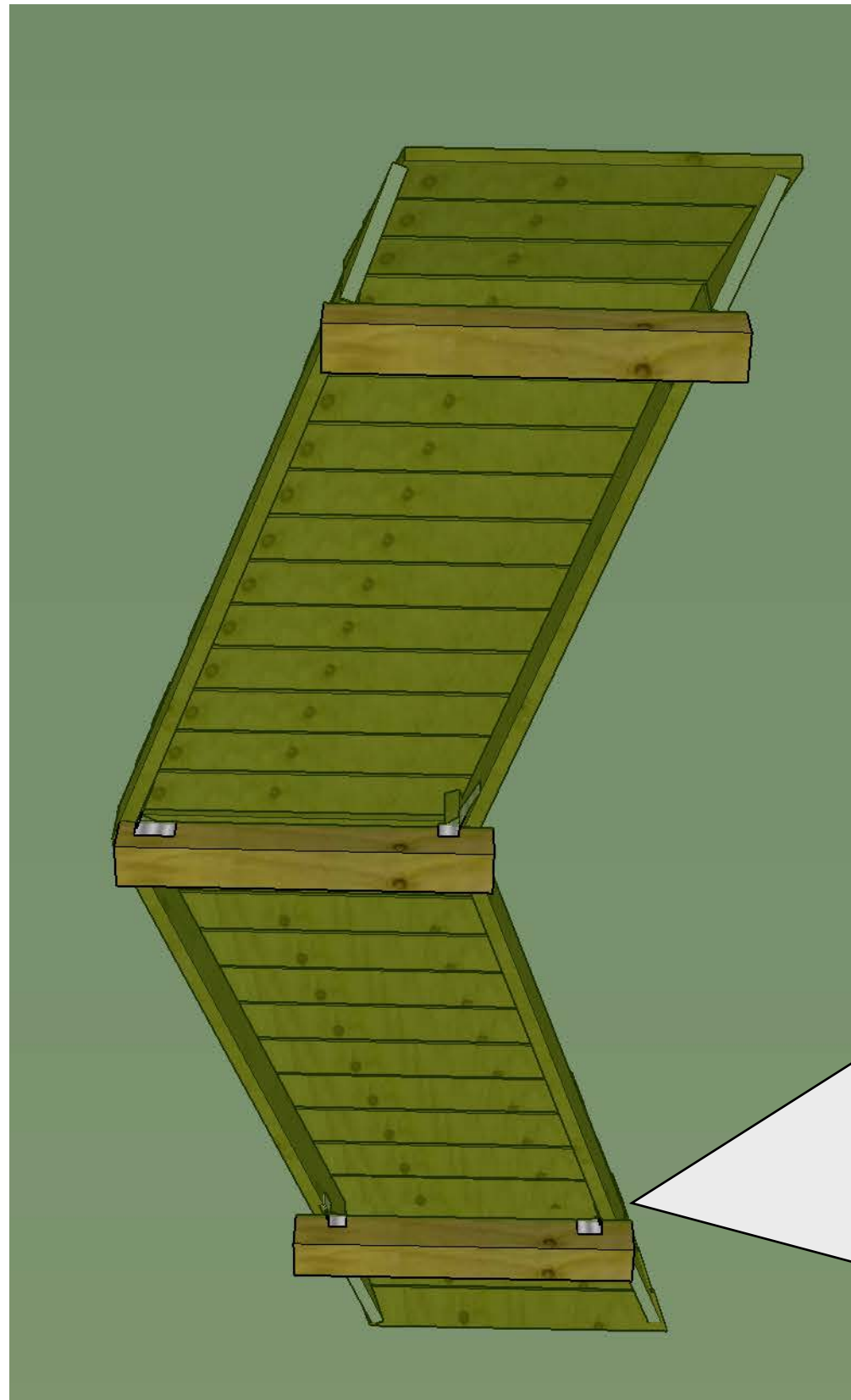
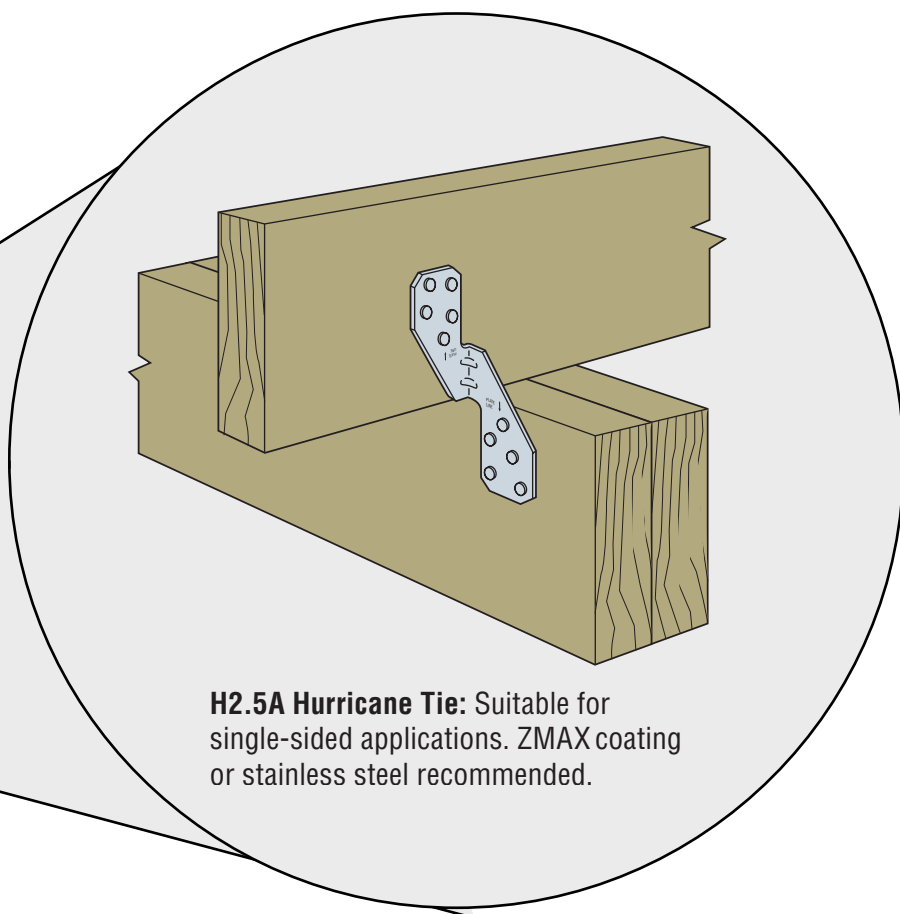
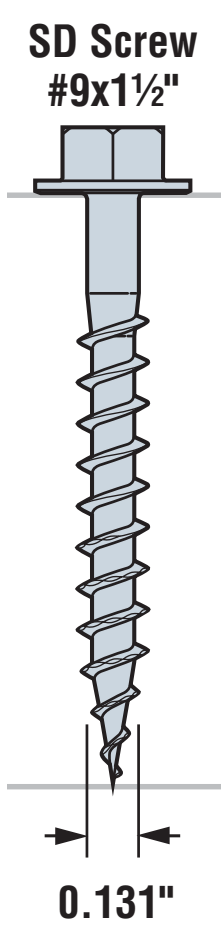


Figure 1.

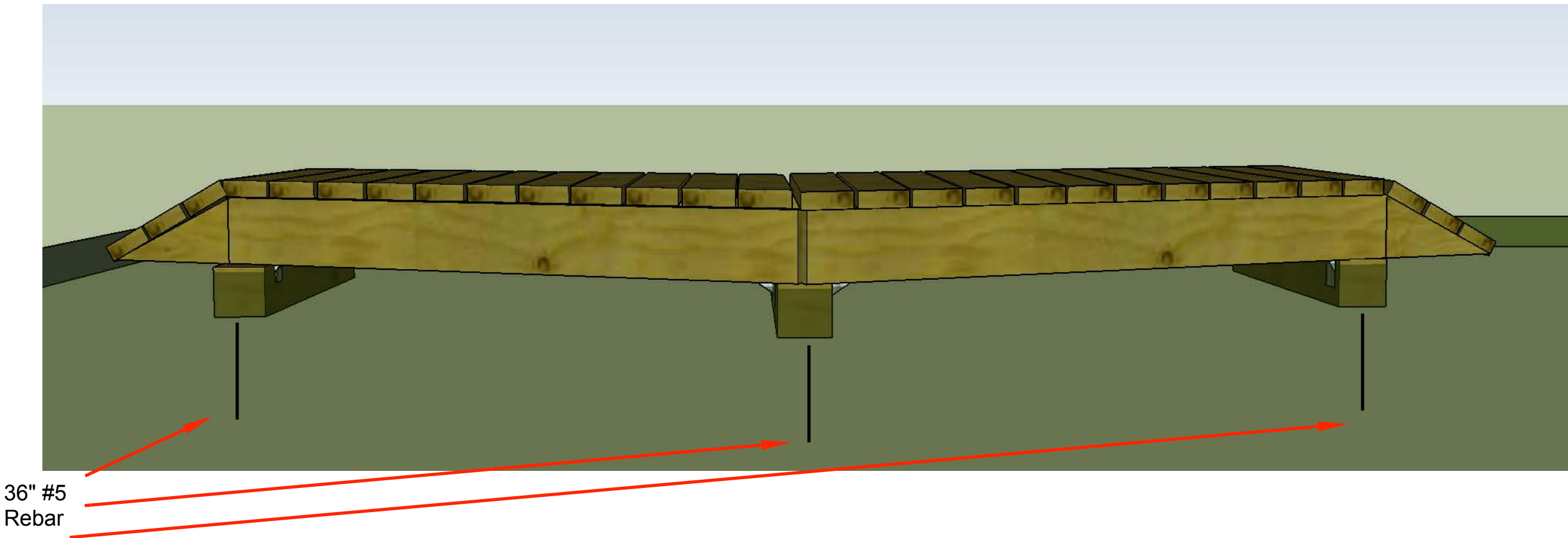


H2.5A Hurricane Tie: Suitable for single-sided applications. ZMAX coating or stainless steel recommended.

Figure 2.



Side View



Notes:

1. Bridges are specified for perennial streams with bed and bank structure equal to or deeper to 3 feet. Puncheons are specified for intermittent or lesser flowing streams. Construction process for bridges and puncheons are identical except for stringer size and footers. See notes 2, 4 and 5.
2. 6X6 ground contact sills, 1-2" above surrounding grade/height of potential flowing channel. 6" diameter 18" depth concrete footers for bridges greater than 18'.
3. 6x6 mud sills secured with 36" #5 rebar (~6" in from outside edge) and placed at locations above and lateral to channels or depressions.
4. Stringers will be set on 12" centers.
5. Stringers will be 2X10 for bridges less than 12'; 2X12 for bridges 12'-17'; Glulam 2X16 for bridges 18'-23'. All pressure treated. For bridges, cross-bracing on 6' centers.
6. Hardware to connect stringers to mud sills: Simpson Strong Tie Hurricane Clips (H2.5 AZ) (Figure 1.), Tie Plates (TP47), and #9 1.5" hex drive screws (SD9112MB) (Figure 2).
7. Decking is 2x6 rough cut durable hardwood or marine grade pressure treated, fastened with 3.5" decking screws and 30-degree 3" ring shank framing nails.
8. Edges of deck materials should not extend more than 3" from edge of stringers.
9. Fall zones cleared of woody and sharp debris 8' to all lateral surfaces of bridge.
10. Curvilinear construction of puncheon to blend with surrounding topography when possible.



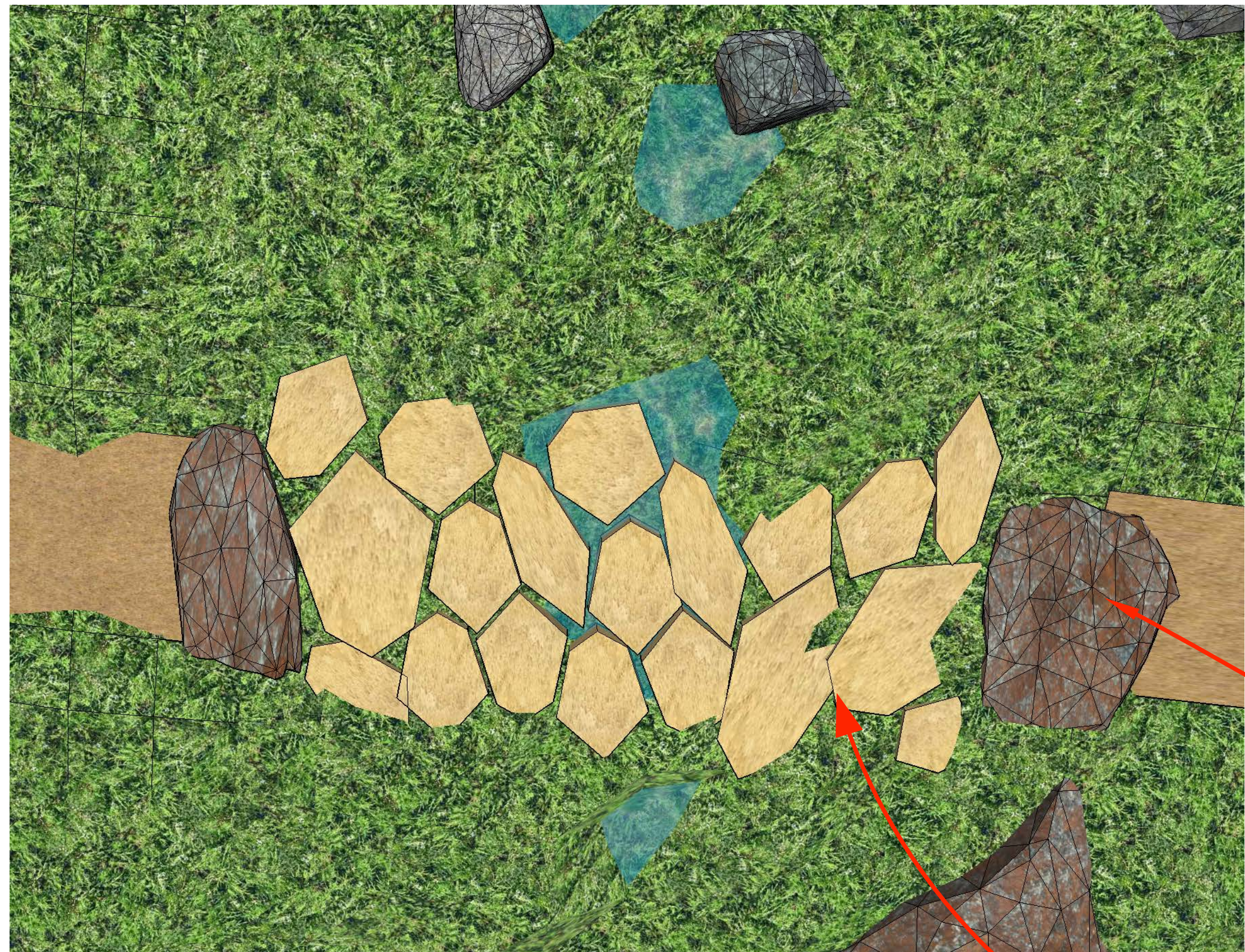
PREPARED BY:  
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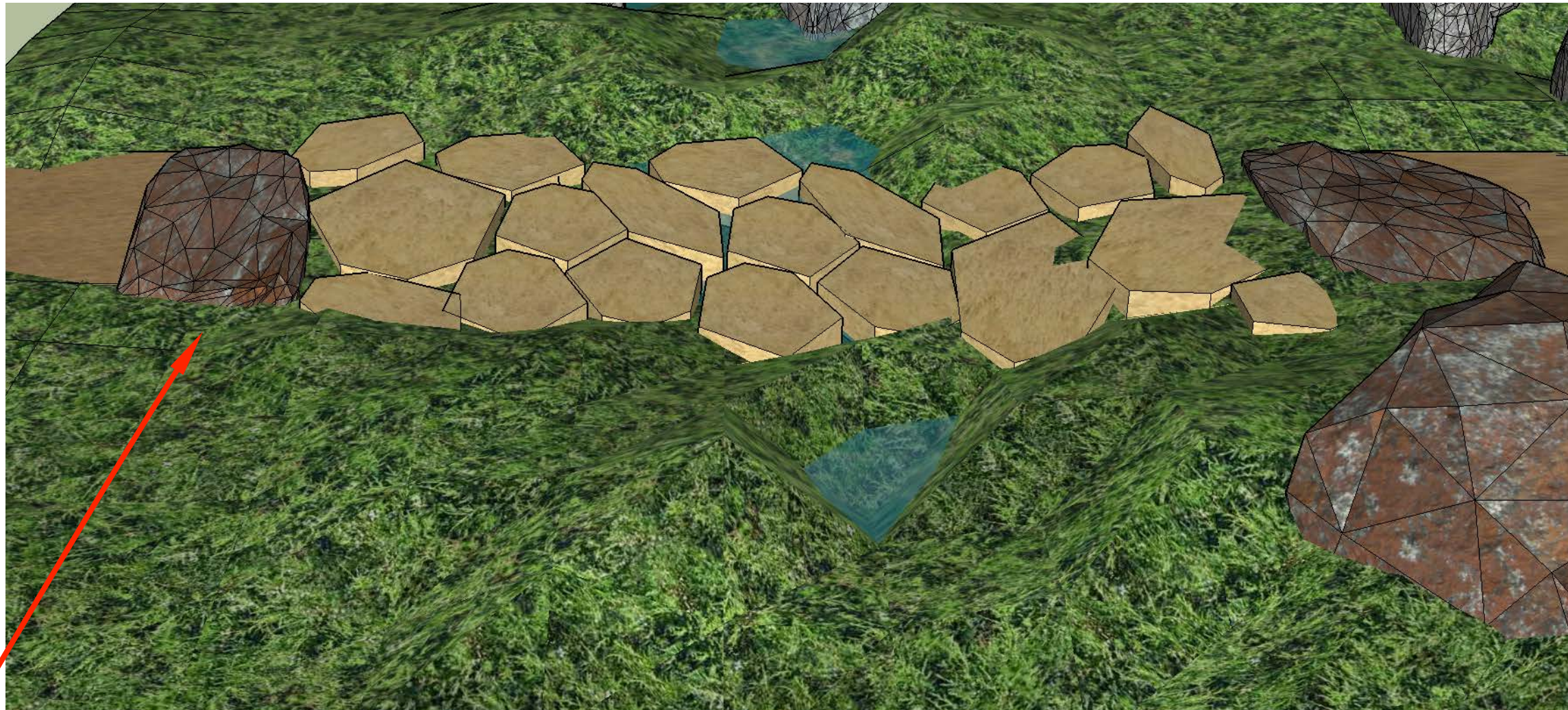
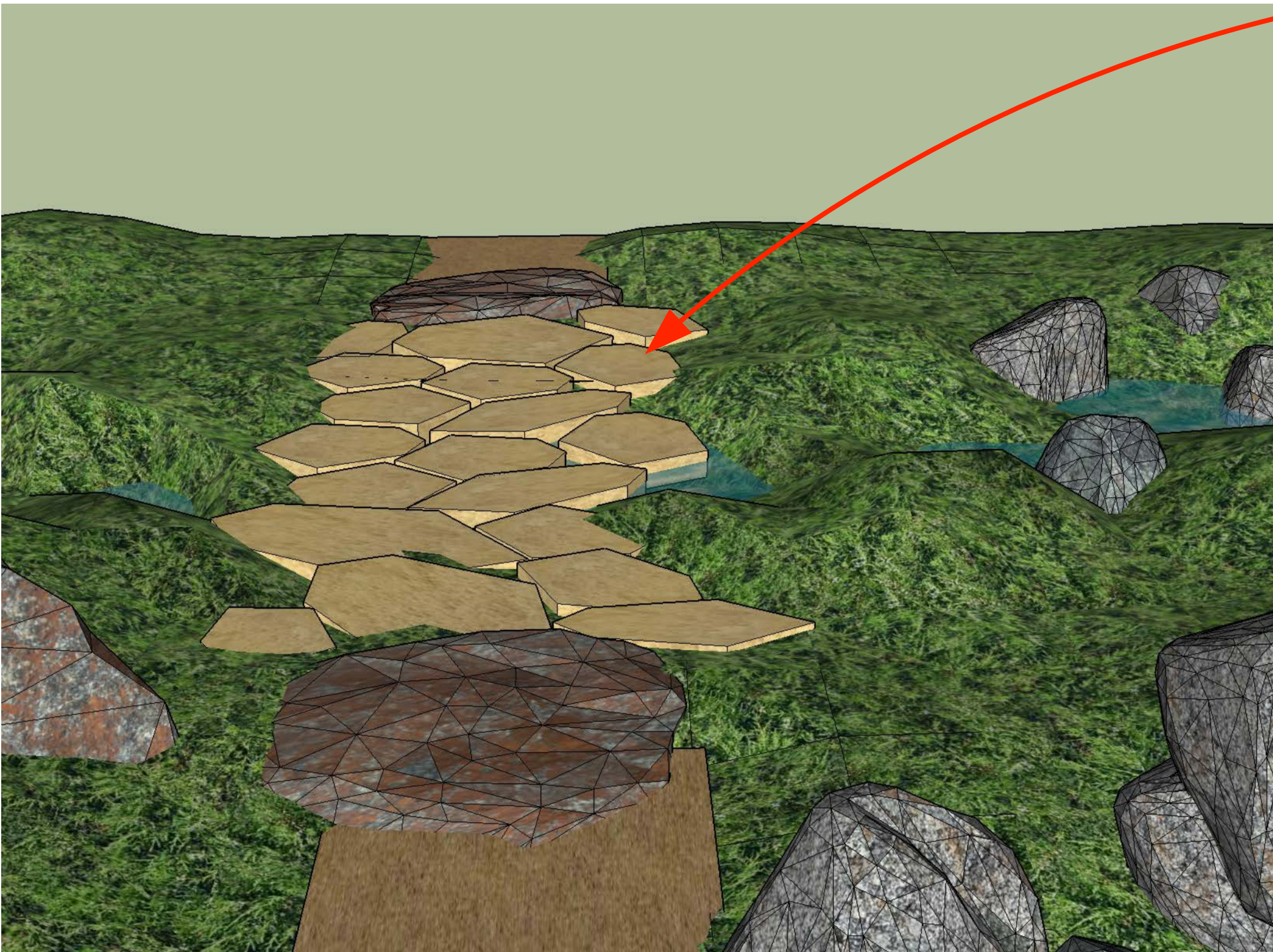
PROJECT:  
Bailey Tract Trail System  
Construction Documents

Details 3. Flagstone Armored Crossing



Anchor  
Stones

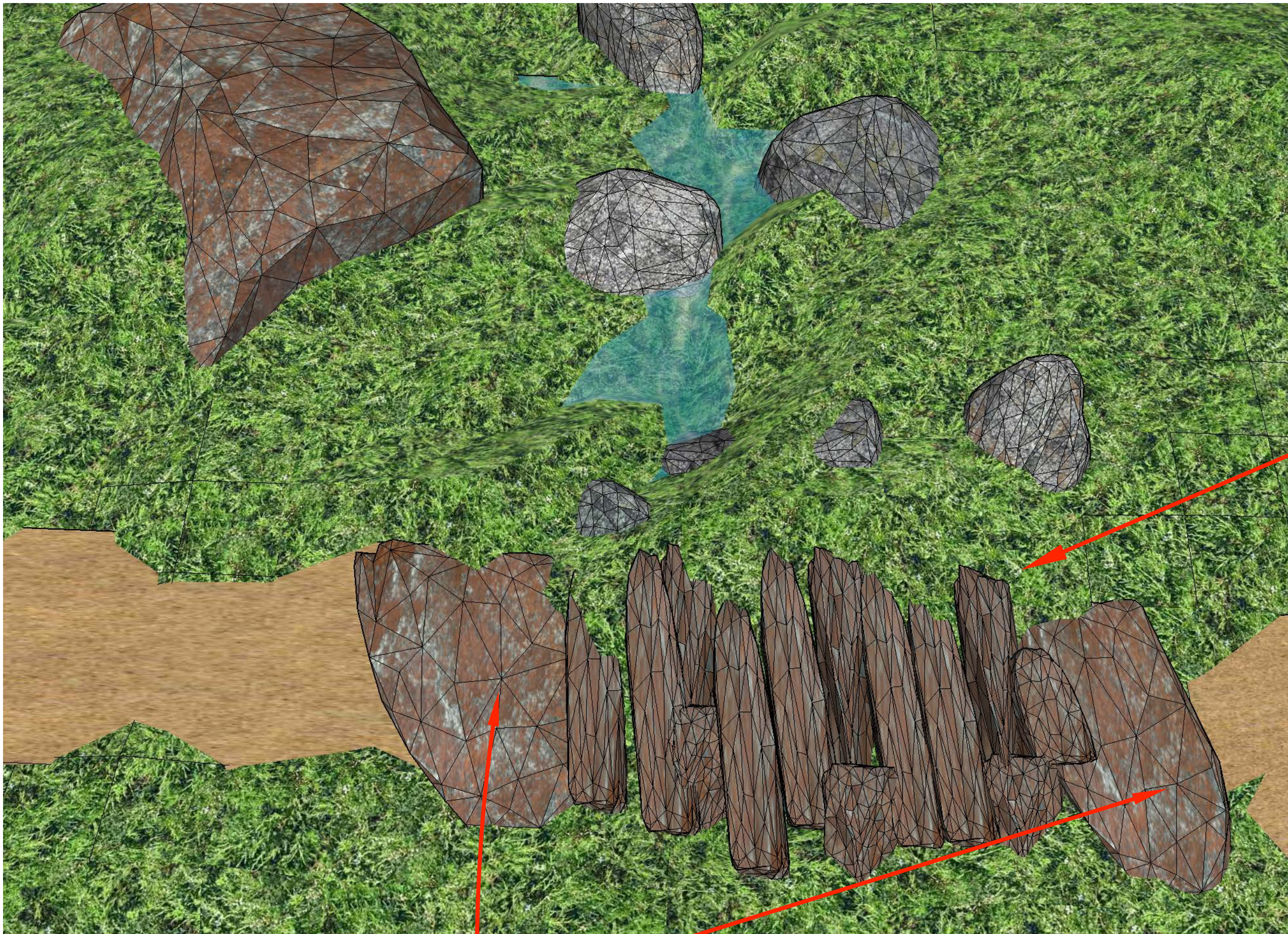
At Grade



Notes:

1. Remove all organic matter from area of armoring to a depth of thickest rocks
2. Armoring to extend at least 6' beyond indications of surface flow or to extent of saturated soils.
3. Anchor Stones are placed at each terminus, span the entire trail tread and extend deep into the mineral soil (2/3 of rock must be buried).
4. Flagstones, large flat stones, are placed directly on mineral soil (or an aggregate foundation).
5. Flagstones are set at-grade to eliminate any potential obstruction to normal water flow.
6. Each stone must have 3 points of contact with other rocks and be locked into place.
7. Pore spaces between stones will be filled with smaller chock stones or crushed rock.
8. When complete, no rock in structure should move in any direction when significant pressure is applied.

Details 4. Stone Pitched Armored Crossing



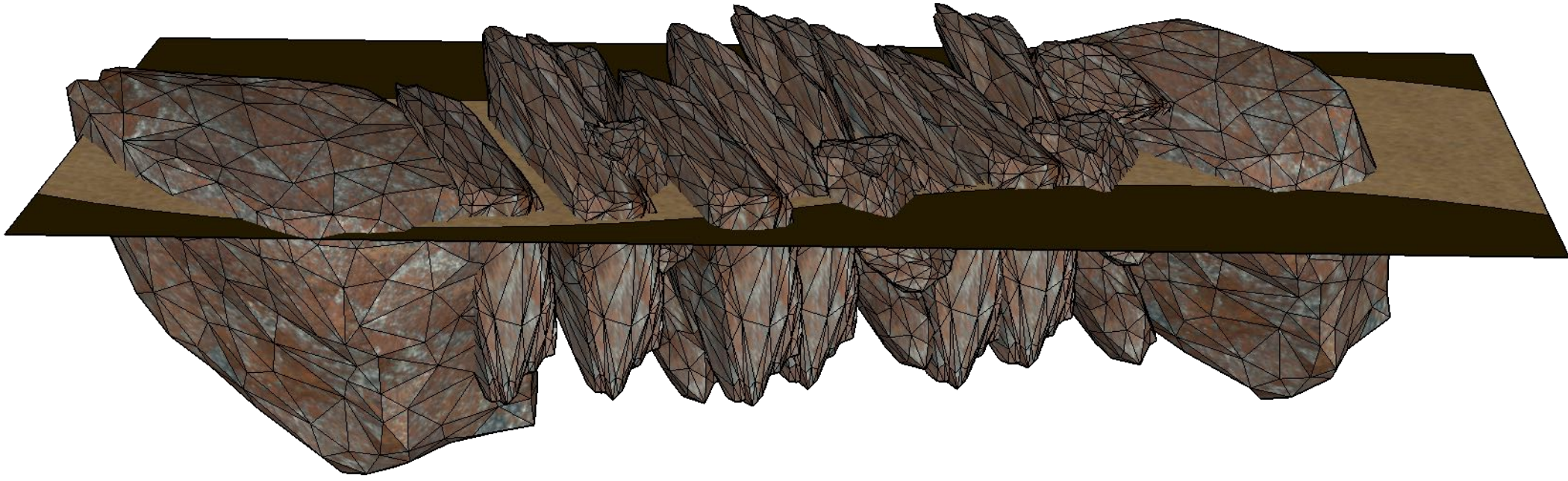
Anchor Stones

Chock Stones

- Notes:**
- 1. Remove all organic matter from area of armoring to a depth of thickest rocks.
  - 2. Armoring should extend to a minimum of 6' past each edge normal high water surface or to extent of saturated soils.
  - 3. Anchor Stones are placed at each terminus, span the entire trail tread and extend deep into the mineral soil (2/3 of rock must be buried).
  - 3. Stones are placed at grade to eliminate any potential obstruction to normal water flow.
  - 4. Stones pitched on end with majority of stone underground, placed directly on mineral soil (or an aggregate foundation).
  - 7. Each stone must have three points of contact with other rocks to "lock" into place.
  - 8. Chock Stones added last to increase structural stability.Pore spaces between stones will be filled with smaller chock stones or crushed rock.
  - 9. When complete, structure should not move in any direction when significant pressure is applied.

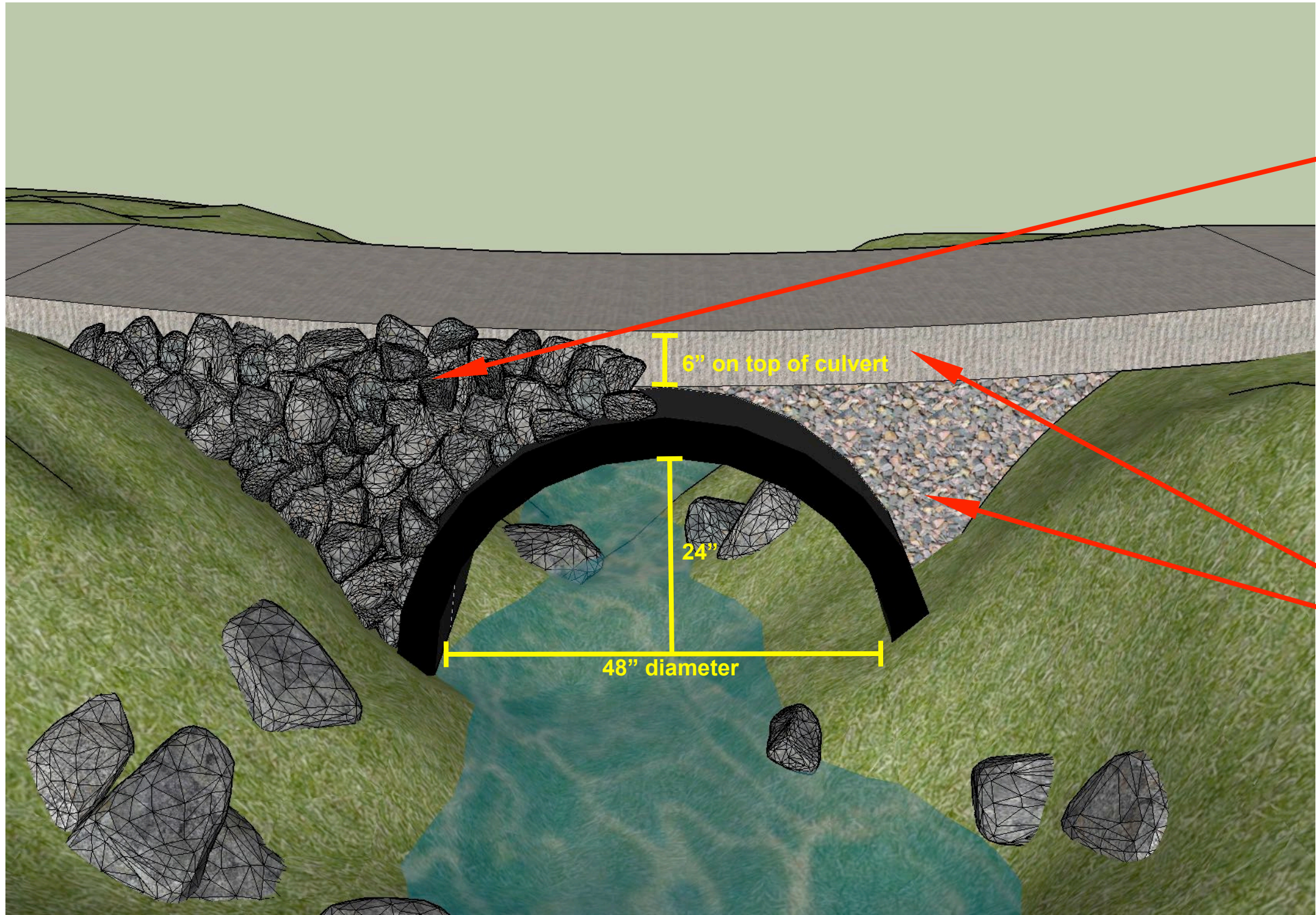


Rocks Placed At Grade



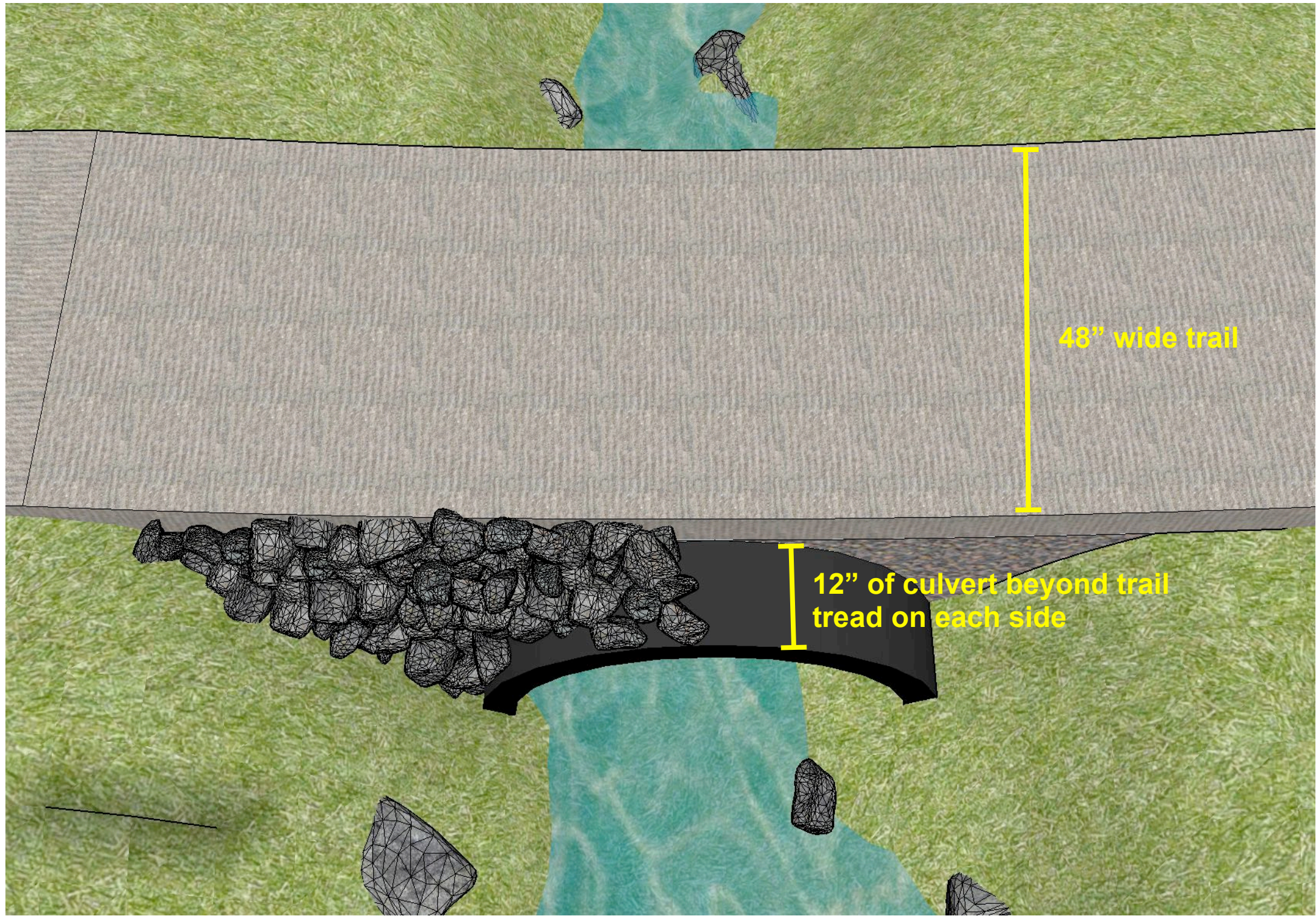
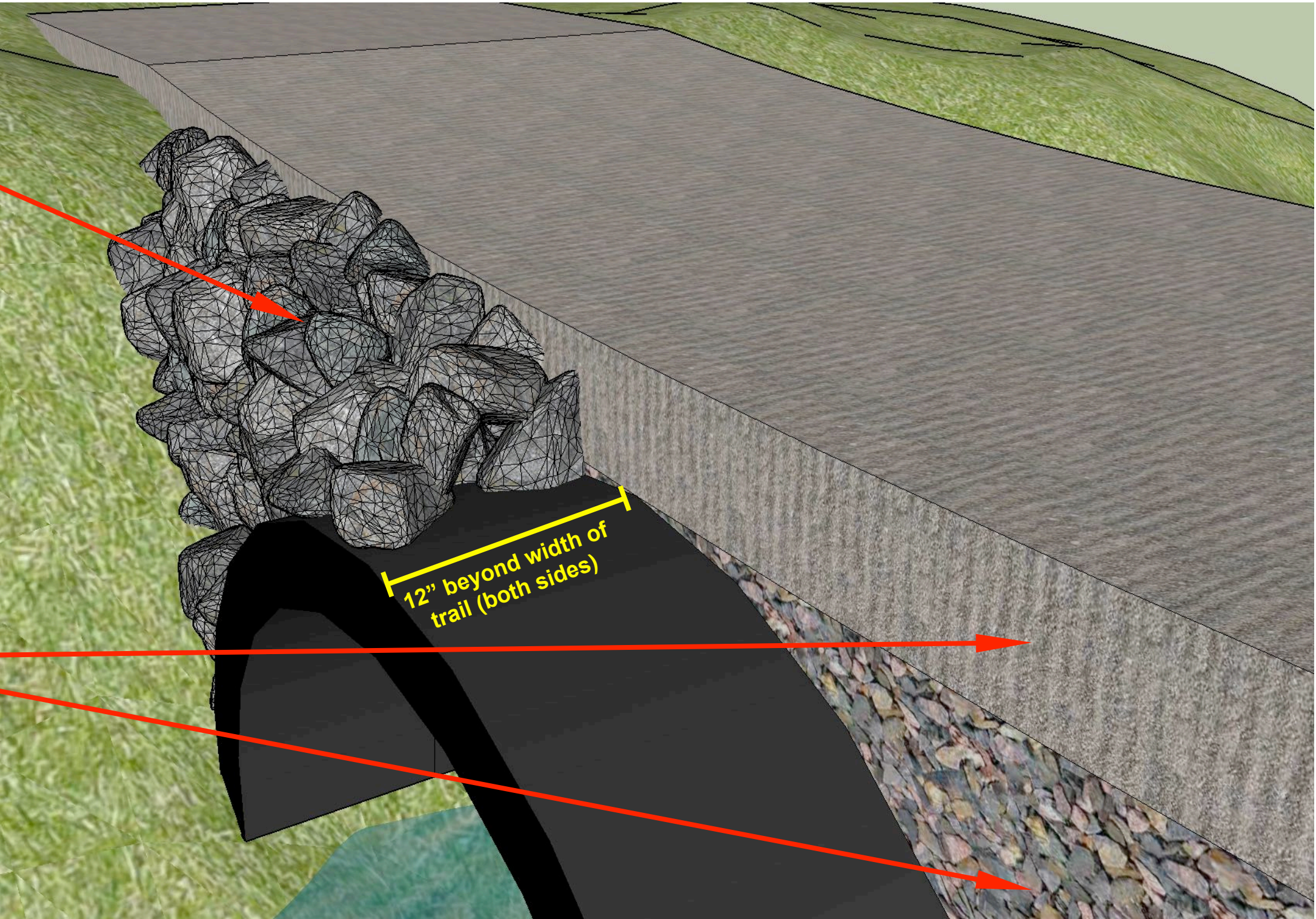
Majority of Rock Underground

Details 5. Arched Half Culvert



Rocks (or 1/2"-minus aggregate, if rock is not available) placed on exposed culvert inlet/outlet and blended from exposed edge of culvert to top of compacted fill material. Treatment should cover the entire culvert (only half treatment shown in diagrams).

Compacted dry mineral soil (or 1/2"-minus aggregate if suitable, dry mineral soil is not available)



- NOTES:
1. Ensure grade reversal within 25' of each side of culvert location.
  2. Install any sediment and erosion control, as directed by permitting or local code, on each side of culvert location.
  3. Final culvert location will be determined in the field, in association with construction manager.
  4. Excavate stormwater conveyance channel to a width of 48" (or appropriate culvert diameter), if necessary, but do not excavate the active bed of the channel.
  5. Cut full, HDPE, double walled, plastic culvert in half and to a length of 2' longer than the width of the trail, as described in the specifications.
  6. Install culvert directly in line with channel flow and assure full ground contact along the entire length of the culvert on both sides.
  7. Place and compact 6" of dry mineral soil (or 1/2"-minus aggregate if suitable, when dry mineral soil is not available) on top of the culvert and to the width of the trail, as described in the specifications, leaving 1' of exposed culvert on each side of the fill.
  8. Place rock (or 1/2"-minus aggregate, if rock is not available) on exposed culvert inlet and outlet and blend from plastic edge of the culvert to the top of compacted fill material.



WORK ITEM	UNIT	UNIT PRICE	EST. QUANTITY	SUBTOTAL
Less Difficult Trail Tread (Green)	lin. ft.		3,200	
Less Difficult Trail Rock Armor	lin. ft.		140	
More Difficult Trail Tread (Blue)	lin. ft.		91,000	
More Difficult Trail Rock Armor	lin. ft.		1,900	
Most Difficult Trail Tread (Black)	lin. ft.		52,000	
Most Difficult Trail Rock Armor	lin ft.		1,200	
Arched Half Culvert (10' section)	each		8	
Technical Trail Feature Native Materials	each		4	
Mobilization	each		1	
			<b>Total:</b>	

--	--	--	--	--

TOTAL BID PER UNIT PRICE PROPOSAL: \$ \_\_\_\_\_

IN WORDS: \$ \_\_\_\_\_

Amounts are to be shown in both words and figures. In case of a discrepancy, amount shown in words will govern.

All unit prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover providing the materials/equipment called for.

The Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding process.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 90 calendar days after the scheduled closing time for receiving bids.

# **ATTACHMENT C**

## **SAMPLE CONTRACT FOR CONSTRUCTION SERVICES BAILEYS TRAIL CONSTRUCTION**

**BETWEEN  
OUTDOOR RECREATION COUNCIL OF APPALACHIA (ORCA)  
AND  
(INSERT AWARDEES NAME)**

**This CONTRACT FOR CONSTRUCTION SERVICES is hereby made and entered into by and between the OUTDOOR RECREATION COUNCIL OF APPALACHIA (ORCA) and (INSERT AWARDEES NAME)**

### **Background:**

The Outdoor Recreation Council of Appalachia, in collaboration with the Wayne National Forest are engaged in a plan to develop and manage a destination-quality natural surface trail system. The additions to the trail system have been designed to accommodate mountain bike and pedestrian trail uses. The ORCA shall serve as the administrative agent for all activities associated with the construction of this phase of the Baileys trail system construction.

### **I. PURPOSE**

The purpose of this Contract for CONSTRUCTION SERVICES is to have completed approximately X.XX miles of sustainable natural surface trails as defined and located by Applied Trails Research and presented in the Baileys Trail System Construction Documents Trails, drawings a1 through a12 dated 1/22/2019”, incorporated hereinto.

## **II. MUTUAL AGREEMENTS AND UNDERSTANDINGS**

### **1.) PRINCIPAL CONTACTS.**

Individuals listed below are authorized to act in their respective areas for matters related to this project:

**For ORCA:**

**Jessie Powers**

**Director, Outdoor Recreation Council of Appalachia**

**8 E. Washington St.**

**Athens, OH 45701**

**(740) 517-8445**

**[director@baileystrailsystem.org](mailto:director@baileystrailsystem.org)**

**For Wayne National Forest:**

**Dawn McCarthy**

**Operations Staff Officer, Wayne National Forest**

**13700 US Highway 33**

**Nelsonville, OH 45764**

**(740) 753-0101**

**[Dawn.mccarthy@usda.gov](mailto:Dawn.mccarthy@usda.gov)**

**Owner's Representative:**

**Jeremy Wimpey, Applied Trails Research**

**(443) 629-2630**

**[Jeremyw@appliedtrailsresearch.com](mailto:Jeremyw@appliedtrailsresearch.com)**

- 2.) Any communications affecting the operations or activities covered by this contract given by ORCA, Awardee's Name, or Wayne National Forest are sufficient only if in writing and delivered in person, mailed or transmitted electronically to all Principal Contacts listed above.
- 3.) This contract in no way restricts ORCA or Awardee's Name from participating in similar activities with other public or private agencies, organizations or individuals.
- 4.) **ELIGIBLE WORKERS.** Awardee's Name shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324a). Awardee's Name shall comply with the regulations regarding certification and retention of the completed forms. These requirements also apply to any contract awarded under this contract.

## **III. SPECIFIC CONTRACTUAL OBLIGATIONS**

The following provisions are hereby imposed upon this Contract. All provisions must be included in

any contract/sub-contract awarded with association to the Baileys Trail Construction.

1. **NONDISCRIMINATION** – In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age or disability.
2. **NON-FEDERAL STATUS FOR COOPERATOR PARTICIPANT LIABILITY** – Contractor employees, volunteers and program participants shall not be deemed to be Federal employees for any purpose including Chapter 171 of Title 28, United States Code (Federal Tort Claim Act) and Chapter 81 of Title 5, United States Code (OWCP).
3. The use of small businesses, minority-owned firms and women's business enterprises is encouraged.
4. Ohio State Prevailing Wage are applicable to any contract developed and awarded under this project scope. Wage rates apply on all public work contracts in excess of \$2,000 and Service Contract Act wage provisions apply to service contracts in excess of \$2,500.

#### **IV. APPLICABLE DOCUMENTS**

All work hereunder shall be completed in accordance and acknowledgement of the following documents.

1. Baileys Trail System Construction Documents (1/22/2019).

#### **V. CONSTRUCTION OVERSIGHT**

Construction activities will be overseen by ORCA, via the Owner's Representative, and Wayne National Forest personnel. Awardee's Name shall be required to respond to directions and suggestions as provided by the Owner's Representative which relate to construction techniques, quality of work and specific trail amenities and routes. Awardee's Name shall be required to respond to directions from Wayne National Forest personnel which relate to use and protection of properties of the United States Department of Agriculture, National Forest Service not directly involved in trail construction such as materials and equipment staging areas or issues relating to safety and intrusions upon other forest users. All invoices presented by Awardee's Name to ORCA will be reviewed to verify completeness of work presented for payment.

## I. CONTRACT PRICE

ORCA hereby agrees to pay to Awardee's Name an amount not greater than \$ \_\_\_\_\_ for completion of the aforementioned scope of work. Any increases to this amount shall be as agreed upon by ORCA and Awardee's Name based upon significant and appropriate expansion of the defined Scope of Work as delineated as of the date of this contract.

## II. Termination.

The obligation to provide further services under this Agreement may be terminated by the Owner with or without cause upon ten (10) days written notice. On termination by Owner, Owner shall pay to Contractor all amounts owing for services performed up to the date of termination. If there is a dispute as to the amount owing to Contractor, Owner shall pay those amounts which are not subject to dispute and place the remainder in a separate account pending resolution of the dispute.

## VIII. Access to the Site(s).

Contractor will have access to the site(s) for activities necessary for the performance of its services. Contractor is responsible for providing notification of field work two weeks in advance to the Owner.

## VIII. Insurance.

Contractor shall maintain during the course of the project insurance coverage as stated in the attached Insurance Policy of Kay-Linn Enterprises, commercial general liability, automobile, workers compensation, and professional liability. ORCA reserves the right to accept minor variations in Insurance requirements so long as contractors comply with all state and federal laws.

## X. Dispute Resolution.

It is agreed by both parties that they will attempt to resolve all unsettled claims, counterclaims, disputes, or other matters in question arising out of or related to this Agreement by mediation. This provision can be waived by mutual consent of the parties, the parties recognizing that voluntary mediation requires the commitment and willingness of both parties to engage in the mediation process. In the event the parties are unable to resolve the claim by mediation, the dispute will be litigated in the **Common Pleas Court for Athens County, Ohio.**

XI. Miscellaneous.

Modifications. Any modifications to this Agreement, including any changes for additional services, shall be in writing signed by both parties.

Governing Law. This Agreement shall be governed by the law of the State of Ohio and performed in compliance with all state and federal regulations.

Notices. Written notices shall be provided to the parties at the addresses provided herein.

Not assignable. No assignment or transfer of this Agreement, or any part thereof, (or of any money due or to grow due thereon), shall be made by Contractor without the express written consent of the Owner.

Severability. If any term or provision of this Agreement or any application thereof shall be invalid or unenforceable, such term or provision shall be deemed to be severed from this Agreement, and the remainder of this Agreement and any other application of such term or provision shall not be affected or invalidated thereby.

XII. Agreements and Additional Certifications (Attachments)

**This Contract is hereby entered into and agreed upon by:**

---

**Awardee's Name**

**Date**

---

**ORCA**

**Date**

## **ATTACHMENT D**

### **CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

The contractor agrees to comply with federal clean air and water standards during the performance of this contract and specifically agrees to do the following:

- a. The term "facility" means (a) any building, plant, installation, structure, mine, vessel or other floating craft, location or site of operations (b) owned, leased or supervised (c) by the contractor and subcontractor (d) for the construction, supply and service contracts entered into by the contractor;
- b. That any facility to be utilized in the accomplishment of this contract becomes listed on the EPA list, this contract may be canceled, terminated or suspended in whole or in part;
- c. That in the event a facility utilized in the accomplishment of this contract becomes listed on the EPA list, this contract may be canceled, terminated or suspended in whole or in part;
- d. That it will comply with all the requirements of Section 114 of the Air Act and Section 308 of the Water Act relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308, respectively, and all regulations and guidelines issued thereunder;
- e. That it will promptly notify the government of the receipt of any notice from the Director, Office of Federal Activities, Environmental Protection Agency, indicating that any facility utilized or to be utilized in the accomplishment of this contract is under consideration for listing on the EPA List of Violating Facilities;
- f. That it will include the provisions of paragraphs "a" through "g" in every subcontract or purchase order entered into for the purpose of accomplishing this contract, unless otherwise exempted pursuant to the EPA regulations implementing the Air or Water Act (40 CFR, Part 15.5), so that such provisions will be binding upon each subcontractor or vendor;
- g. That in the event that the contractor or the subcontractors for the construction, supply and service contracts entered into for the purpose of accomplishing

this contract were exempted from complying with the above requirements under the provisions of 40 CFR, Part 15.5(a), the exemption shall be nullified should the facility give rise to a criminal conviction (See 40 CFR, part 15.20) during the accomplishment of this contract. Furthermore, with the nullification of the exemption, the above requirements shall be effective. The contractor shall notify the government, as soon as the contractor's or the subcontractors' facility is listed for having given rise to a criminal conviction noted in 40 CFR, Part 15.20.

## **ATTACHMENT E**

### **OHIO PREVAILING WAGE RATES & CONTRACTOR REPORTING**



## ATHENS COUNTY

 **Having A Prevailing Wage Issue?** 

 **NEED HELP OR HAVE QUESTIONS?**  
CALL: (614) 228-5446 EMAIL: [rdorans@actohio.org](mailto:rdorans@actohio.org) 

 **DOWNLOAD**  
Department of Commerce  
Prevailing Wage  
Complaint Form.

## ATHENS COUNTY PREVAILING WAGE RATES

The chart below provides the current prevailing wage paid for construction work in Athens county. The chart is broken down by craft and many of the major classifications within each craft. Due to the amount of classifications, many are not listed on this chart. Please contact ACT Ohio or the State of Ohio to receive additional classifications.

The first dollar amount represents the Base Hourly Wage, followed by a summary of the various benefits (“fringe benefits”) received, and finally the Total Hourly Compensation (Total Package) is provided. Fringe benefits must be paid as contributions to bona fide employee benefit plan (healthcare, pension, 401(k), etc.) or as an increase to the base hourly wage. Fringe benefits must be calculated and paid on an hourly basis.

Overtime is required to be paid after 40 hours per week on a prevailing wage project. The overtime rate is 1.5 times the wage

### ISSUES

[Advocacy](#)

[Prevailing Wage](#)

[Workforce Safety](#)

[So-Called “Right to Work”](#)

[Project Labor Agreements](#)

[Drug-Free Workforce](#)

[Workforce Development](#)

[Responsible Contracting](#)

being paid to a worker.

#### Prevailing Wage Rates-Athens : Athens County

<b>Craft</b>	<b>Local</b>
Insulators	<b>Local 207 - Ohio</b>
Insulators	<b>Asbestos Local 50 Zone 1</b>
<b>Craft</b>	<b>Local</b>
Boilermakers	<b>Local 105</b>
<b>Craft</b>	<b>Local</b>
Bricklayer	<b>Bricklayer Local 52</b>
Bricklayer	<b>Bricklayer Local 55 Tile Setter</b>
Bricklayer	<b>Bricklayer Local 55 Tile &amp; Marble Finish</b>
<b>Craft</b>	<b>Local</b>
Cement Mason	<b>Cement Mason Local 132 (Parkersburg-</b>
<b>Craft</b>	<b>Local</b>
Electrical	<b>Electrical Local 972 Inside</b>
<b>Craft</b>	<b>Local</b>
Elevator	<b>Elevator Local 37</b>
<b>Craft</b>	<b>Local</b>
Glazier	<b>Glazier Local 1195 Zone B</b>
<b>Craft</b>	<b>Local</b>
Ironworker	<b>Ironworker Local 787</b>
<b>Craft</b>	<b>Local</b>
Laborer	<b>Labor Local 83</b>
Laborer	<b>Labor Hwy 3</b>
<b>Craft</b>	<b>Local</b>
Painter	<b>Painter Local 93 Commercial &amp; Industri</b>
Painter	<b>Painter Local 93 Commercial &amp; Industri</b>
Painter	<b>Painter Local 93 Commercial &amp; Industri</b>
Painter	<b>Painter Local 93 Commercial &amp; Industri</b>
<b>Craft</b>	<b>Local</b>
Plaster	<b>Plasterer Local 132 ( Parkersburg-Marie</b>
<b>Craft</b>	<b>Local</b>
Sheet Metal	<b>Sheet Metal Local 24 Columbus</b>
<b>Craft</b>	<b>Local</b>
Roofer	<b>Roofer Local 242</b>
<b>Craft</b>	<b>Local</b>
Plumber/Pipefitter	<b>Local 577 Commercial</b>
Plumber Pipefitter	<b>Local 577 Industrial</b>
<b>Craft</b>	<b>Local</b>
Sprinkler Fitter	<b>Sprinkler Fitter Local 669</b>

\*Fringe includes the following benefits: Health & Welfare, Pens

\*These prevailing wage rates are for informational purposes ONLY. Contractors should only rely on the Ohio Department of Commerce, Bureau of Wage & Hour wage classifications. To obtain a updated Ohio Department of Commerce, Bureau of Wage & Hour wage classification please contact ACT Ohio.

**< BACK TO MAIN PREVAILING WAGE RATES PAGE**

FOLLOW FOR OHIO BUILDING TRADES NEWS:



CONTACT US

info@actohio.org

614-228-5446

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Columbus, Ohio 43215

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# Ohio Prevailing Wage Requirements 2020

## Prevailing Wage FAQs

### What is Prevailing Wage?

Prevailing wage (PW) requires that workers on public improvement projects are paid the local industry standard wages and benefits.

- Prevailing wages (PW) must be paid in full without any deduction for food, lodging, transportation, use of tools, etc.
- Overtime must be paid at time and one-half the employee's base hourly rate. Fringe benefits are paid at straight time rate for all hours including overtime.

### How does Prevailing Wage protect the local economy?

PW rates are set using the market labor rate for each county in Ohio. This ensures non-local contractors cannot submit artificially low project bids using cheaper, non-local labor.

The Ohio Department of Commerce Division of Industrial Compliance, Bureau of Wage and Hour Administration sets the threshold for PW projects.

<b>"New" construction threshold for <i>Building Construction</i>:</b>	<b>\$250,000</b>
<b>"Reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting" threshold level for <i>Building Construction</i>:</b>	<b>\$75,000</b>

---

### **As of January 1, 2020:**

<b>"New" construction that involves <i>roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction</i> threshold level has been adjusted to:</b>	<b>\$93,292</b>
<b>"Reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting" that involves <i>roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction</i> threshold level has been adjusted to:</b>	<b>\$27,950</b>

- A) Thresholds are to be adjusted biennially by the Director of the Ohio Department of Commerce.
- B) Biennial adjustments to threshold levels are made according to the Building Cost for Skilled Labor Index published by McGraw-Hill's Engineering News-Record, but may not increase or decrease more than 3% for any year.

Questions about project thresholds can be directed to: Ohio Department of Commerce Division of Industrial Compliance, Bureau of Wage and Hour Administration at 614-644-2239 ([www.com.ohio.gov](http://www.com.ohio.gov)).

### What are the requirements?

Employers must:

1. pay prevailing wages, in amounts determined according to Ohio's Prevailing Wage Law;
2. generate and submit certified payroll reports to the Authority's Prevailing Wage Coordinator;
3. provide all employees with wage notification forms and submit executed copies to the Authority's Prevailing Wage Coordinator; and
4. otherwise strictly comply with Ohio's Prevailing Wage Law.

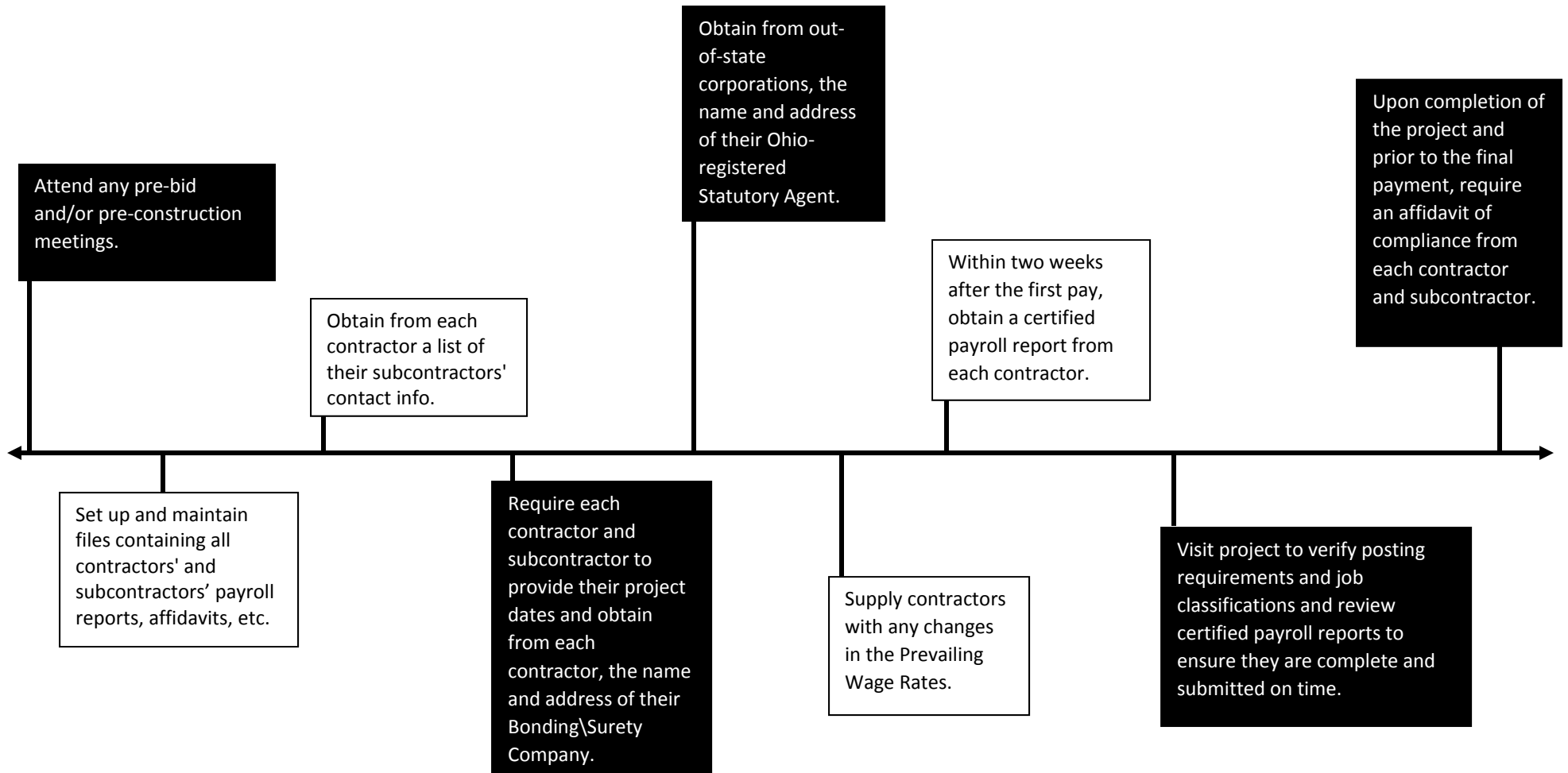
### Who is Covered Under Prevailing Wage law?

All employees of every contractor working on projects in Ohio that trigger Ohio's Prevailing Wage law. From truck drivers hauling equipment and materials, to electricians, plumbers, iron workers, and any other workers on the construction project.

This guide will take you, step by step, through these requirements. A full list of Contractor responsibilities is attached (Appendix A).

Violators are to be assessed the wages owed, plus a potential penalty of 100% of the wages owed by the Ohio Department of Commerce.

## Prevailing Wage Project Compliance Timeline



## Contractor Responsibilities

Contractor is responsible for providing complaint prevailing wage reporting. Please reference sample documentation below.

- A sample certified payroll report (Appendix B, attached).
- Relevant prevailing wage rates, obtained from the public authority.
- Payroll Dates Form (Appendix C, attached)

### **PAYROLL DATES PREVAILING WAGE LAW**

**Instructions to the Contractor:** Please read the following and provide the required information noted on this form. This document must be submitted to the Prevailing Wage Coordinator for the public authority on or before your company begins any work under a contract for a public improvement. This requirement is also applicable to your subcontractors. Please make a copy of this document available to them. The prevailing wage laws state that contractors are responsible for their subcontractors.

.....

\_\_\_\_\_ will begin performance under contract on the  
(Name of Contractor)

\_\_\_\_\_ project on \_\_\_\_\_  
(Name and Location of Project) (Start Date)

and will conclude work on said project on \_\_\_\_\_  
(End Date, if known)

In accordance with Section 4115.071 (C) of the Ohio Revised Code, listing of payroll dates, I hereby submit the following schedule of dates that my company is required to pay wages to its workers while on this project.  
**NOTE:** If the life of the project is expected to be over three (3) months in length, provide only the days of the week your pay period starts and ends, plus the day you pay your workers.

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Day Pay Period Starts: \_\_\_\_\_ Day Pay Period Ends: \_\_\_\_\_

Pay Day: \_\_\_\_\_

I acknowledge that I am required by section 4115.071 (C) of the Ohio Revised Code that I must submit a copy of my company's certified payroll records for this project to the Prevailing Wage Coordinator of the public authority within two weeks of the initial pay date listed above. I further acknowledge that I am responsible to collect and submit my subcontractor's prevailing wage documents, including their certified payroll records in accordance with the law.

_____	_____
(Contractor's Signature and Title)	(Company Name)
	_____
	(Date)

## Responsibilities Continued

- Contractors working under the contract provide PW notifications to employees (Appendix D, attached).
- The Prevailing Wage rate must be posted on the job site where it is accessible to all employees.
- Contractor must provide Prevailing Wage Coordinator with a list of all subcontractors including
  - name,
  - address, and
  - telephone number for each.

Contractors who do not pay into a fringe benefit funds on behalf of their employees must pay those fringes on the check as part of the employee's hourly rate. Contractors are required to pay the total Prevailing Wage rate (base rate per hour plus fringe benefits).

### PREVAILING WAGE NOTIFICATION TO EMPLOYEE

Project Name:		Job Number:	
Contractor:			
Project Location:			
Jobsite posting of prevailing wage rates located:			
Prevailing Wage Coordinator		Employee	
Name:		Name:	
Street:		Street:	
City:		City:	
State / Zip:		State / Zip:	
Phone:		Phone:	
You will be performing work on this project that falls under these classifications. You will be paid the appropriate rate for the type of work you are performing.			
Classification	Prevailing Wage Rate Total Package	Minus Your Fringe Benefits	Your Hourly Base Rate
Hourly fringe benefits paid on your behalf by this company.			
Fringe	Amount	Fringe	Amount
Health Insurance		Vacation	
Life Insurance		Holiday	
Pension		Sick Pay	
Bonus		Training	
Other		<b>TOTAL HOURLY FRINGES</b>	
Contractor's Signature:		Date:	
Employee's Signature:		Date:	

WSP1542



## **Public Authority Responsibilities**

**The Project Manager serves as the Prevailing Wage Coordinator and reviews weekly reports to ensure workers are paid the correct wages/fringes.**

Failure to file or collect certified payroll records is a violation of ORC 4115. Violators are to be assessed the wages owed, plus a potential penalty of 100% of the wages owed by the Ohio Department of Commerce.

- All certified payroll reports must include:
  - Employees' names, addresses, and social security numbers.
  - Corporate officers/owners/partners and any salaried personnel who do physical work on the project are considered employees. All rate and reporting requirements are applicable to these individuals.
  - Employees' work classification.
    - Be specific about the laborers and/or operators (Group)
    - For all apprentices, show level/year and percent of journeyman's rate
  - The number of hours worked in each day and the total number of hours worked each week for each employee.
  - Hourly rate for each employee.
    - The minimum rate paid must be the wage rate for the appropriate classification. The Department's Wage Rate Schedule sets this rate.
    - All overtime worked is to be paid at time and one-half for all hours worked more than forty (40) per week.
    - Where fringes are paid into a bona fide plan instead of cash, list each benefit and amount per hour paid to program for each employee.
    - When the amount contributed to the fringe benefit plan and the total number of hours worked by the employee on all projects for the year are documented, the hourly amount is calculated by dividing the total contribution of the employer by the total number of hours worked by the employee.
    - When the amount contributed to the fringe benefit is documented but not the total hours worked, the hourly amount is calculated by dividing the total yearly contribution by 2080.
  - Gross amount earned on all projects during the pay period.
  - Total deductions from employee's wages.
  - Net amount paid.

## PW coordinator responds to any public records request for records

- At the conclusion of the project the PW coordinator archives all the records and holds them for 2 years minimum.
- Contractor must complete an Affidavit of Compliance (Attached, Appendix F)



### Department of Commerce

Division of Industrial Compliance

Bureau of Wage and Hour Administration  
6606 Tussing Road - PO Box 4029  
Reynoldsburg, OH 43068-9029  
Phone 614-644-2239 | Fax 614-728-9639  
TTY/TDD 800-750-0750  
www.com.ohio.gov  
An Equal Opportunity Employer and Service Provider

John R. Kasich, Governor  
Andre T. Porter, Director

### Affidavit Of Compliance

#### PREVAILING WAGES

I, \_\_\_\_\_  
(Name of person signing affidavit) (Title)

do hereby certify that the wages paid to all employees of

\_\_\_\_\_  
(Company Name)

for all hours worked on the

\_\_\_\_\_  
(Project name and location)

project, during the period from \_\_\_\_\_ to \_\_\_\_\_ are in  
(Project Dates)

compliance with prevailing wage requirements of Chapter 4115 of the Ohio Revised Code. I further  
certify that no rebates or deductions have been or will be made, directly or indirectly, from any wages  
paid in connection with this project, other than those provided by law.

\_\_\_\_\_  
(Signature of Officer or Agent)

Sworn to and subscribed in my presence this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_.

\_\_\_\_\_  
(Notary Public)

The above affidavit must be executed and sworn to by the officer or agent of the contractor or subcontractor who supervises the payment of employees. This affidavit must be submitted to the owner (public authority) before the surety is released or final payment due under the terms of the contract is made.

LAW1003

Questions about PW compliance can be directed to ACT Ohio 614.228.5446 or [info@actohio.org](mailto:info@actohio.org).

## PUBLIC AUTHORITY'S COMPLIANCE CHECKLIST FOR PREVAILING WAGE

Project:		Number:
Department:		Phone#:
PW Coordinator:		Phone#:
Architect/Engineer:		Phone#:
Contractor:		Phone#:
Contact Person:		Title:
General Contractor:		Prime Contractor:
		Construction Mgr:
<b>Date Completed</b>		<b>Compliance Item Description</b>
	1.	Request Prevailing Wage Determination Schedule from ODOC-DIC-Wage & Hour
	2.	Received Prevailing Wage Determination Schedule
	3.	Incorporate Determination Schedule in Specs./Bidding Blanks
	4.	Incorporate notice of Prevailing Wage requirements in Invitation for Bids/Notice to Bidders
	5.	Incorporate Prevailing Wage requirements in Contract
	6.	Submit complete Invitation for Bid to ODOC-DIC-Wage & Hour
	7.	Invitation for Bids
	8.	Bid Opening
	9.	Check Listing of Violators
	10.	Award of Contract. (see note)
	11.	Submit Bid Tabulation/Award to ODOC-DIC-WAGE & HOUR
	12.	Notice to Successful Bidder
	13.	Work Commenced...(see note)
	14.	Appoint Prevailing Wage Coordinator
	15.	Received list of Subcontractors' names, addresses, phone #'s & email's
	16.	Received Payroll Date Schedule
	17.	Received Registered Apprenticeship Agreement Certifications
	18.	Received Deduction Agreements
	19.	Received Payroll Reports with Certification...(see attachment)
	20.	Visited project site
	21.	Received Changes to Determination Schedule
	22.	Notice to Contractors of Determination Schedule change
	23.	Request Final Compliance Affidavit from contractors & subcontractors
	24.	Received Final Affidavits from all contractors & subcontractors
	25.	Certify Final Payment

**Note:** If contract is not awarded or construction undertaken within 90 days from the date of establishment of the Prevailing Wage Rates, a re-determination of the Prevailing Wage Rates is required.

## **Appendix A: Contractor Responsibilities**

**Source:** *Ohio Department of Commerce, Division of Industrial Compliance, Bureau of Wage and Hour Administration*

### **PREVAILING WAGE CONTRACTOR RESPONSIBILITIES**

**This is a summary of prevailing wage contractors' responsibilities. For more detailed information please refer to Chapter 4115 of the Ohio Revised Code**

#### **General Information**

Ohio's prevailing wage laws apply to all public improvements financed in whole or in part by public funds when the total overall project cost is fairly estimated to be more than \$250,000 for new construction or \$75,000 for reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting.

Ohio's prevailing wage laws apply to all public improvements financed in whole or in part by public funds when the total overall project cost is fairly estimated to be more than \$93,292 for new construction that involves roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction or \$27,950 for reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting of a public improvement that involves roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction.

- a) Thresholds are to be adjusted biennially by the Administrator of Ohio Department of Commerce, Division of Industrial Compliance and Labor, Bureau of Wage and Hour Administration
- b) Biennial adjustments to threshold levels are made according to the Price Deflator for Construction Index, United States Department of Commerce, Bureau of the Census\*, but may not increase or decrease more than 3% for any year

#### **Penalties for violation**

Violators are to be assessed the wages owed, plus a penalty of 100% of the wages owed.

#### **Intentional Violations**

If an intentional violation is determined to have occurred, the contractor is prohibited from contracting directly or indirectly with any public authority for the construction of a public improvement. Intentional violation means "a willful, knowing, or deliberate disregard for any provision" of the prevailing wage law and includes but is not limited to the following actions:

- Intentional failure to submit payroll reports as required, or knowingly submitting false or erroneous reports.
- Intentional misclassification of employees for the purpose of reducing wages.
- Intentional misclassification of employees as independent contractors or as apprentices.
- Intentional failure to pay the prevailing wage.
- Intentional failure to comply with the allowable ratio of apprentices to skilled workers as required by the regulations established by Ohio Department of Commerce, Division of Industrial Compliance and Labor, Bureau of Wage and Hour Administration.
- Intentionally employing an officer, of a contractor or subcontractor, that is known to be prohibited from contracting, directly or indirectly, with a public authority.

## Responsibilities

- A. Pay the prevailing rate of wages as shown in the wage rate schedules issued by the Ohio Department of Commerce, Division of Industrial Compliance and Labor, Bureau of Wage and Hour Administration, for the classification of work being performed.
  - 1. Wage rate schedules include all modifications, corrections, escalations, or reductions to wage rates issued for the project.
  - 2. Overtime must be paid at time and one-half the employee's base hourly rate. Fringe benefits are paid at straight time rate for all hours including overtime.
  - 3. Prevailing wages must be paid in full without any deduction for food, lodging, transportation, use of tools, etc.; unless, the employee has voluntarily consented to these deductions in writing. The public authority and the Director of Ohio Department of Commerce, Division of Industrial Compliance and Labor, Bureau of Wage and Hour Administration - must approve these deductions as fair and reasonable. Consent and approval must be obtained before starting the project.
- B. Use of Apprentices and Helpers cannot exceed the ratios permitted in the wage rate schedules.
  - 1. Apprentices must be registered with the U.S. Department of Labor Bureau of Apprenticeship and Training.
  - 2. Contractors must provide the Prevailing Wage Coordinator a copy of the Apprenticeship Agreement for each apprentice on the project.
- C. Keep full and accurate payroll records available for inspection by any authorized representative of the Ohio Department of Commerce, Division of Industrial Compliance, and Labor, Bureau of Wage and Hour Administration or the contracting public authority, including the Prevailing Wage Coordinator. Records should include but are not limited to:
  - 1. Time cards, time sheets, daily work records, etc.
  - 2. Payroll ledger\journals and canceled checks\check register.
  - 3. Fringe benefit records must include program, address, account number, & canceled checks.
  - 4. Records made in connection with the public improvement must not be removed from the State for one year following the completion of the project.
  - 5. Out-of-State Corporations must submit to the Ohio Secretary of State the full name and address of their Statutory Agent in Ohio.
- D. Prevailing Wage Rate Schedule must be posted on the job site where it is accessible to all employees.
- E. Prior to submitting the initial payroll report, supply the Prevailing Wage Coordinator with your project dates to schedule reporting of your payrolls.
- F. Supply the Prevailing Wage Coordinator a list of all subcontractors including the name, address, and telephone number for each.
  - 1. **Contractors are responsible for their subcontractors' compliance with requirements of Chapter 4115 of the Ohio Revised Code.**

- G. Before employees start work on the project, supply them with written notification of their job classification, prevailing wage rate, fringe benefit amounts, and the name of the Prevailing Wage Coordinator for the project. A copy of the completed signed notification should be submitted to Prevailing Wage Coordinator.
- H. Supply all subcontractors with the Prevailing Wage Rates and changes.
- I. Submit certified payrolls within two (2) weeks after the initial pay period. Payrolls must include the following information:
1. Employees' names, addresses, and social security numbers.
    - a. Corporate officers/owners/partners and any salaried personnel who do physical work on the project are considered employees. All rate and reporting requirements are applicable to these individuals.
  2. Employees' work classification.
    - a. Be specific about the laborers and/or operators (Group)
    - b. For all apprentices, show level/year and percent of journeyman's rate
  3. Hours worked on the project for each employee.
    - a. The number of hours worked in each day and the total number of hours worked each week.
  4. Hourly rate for each employee.
    - a. The minimum rate paid must be the wage rate for the appropriate classification. The Department's Wage Rate Schedule sets this rate.
    - b. All overtime worked is to be paid at time and one-half for all hours worked more than forty (40) per week.
  5. Where fringes are paid into a bona fide plan instead of cash, list each benefit and amount per hour paid to program for each employee.
    - a. When the amount contributed to the fringe benefit plan and the total number of hours worked by the employee on all projects for the year are documented, the hourly amount is calculated by dividing the total contribution of the employer by the total number of hours worked by the employee.
    - b. When the amount contributed to the fringe benefit is documented but not the total hours worked, the hourly amount is calculated by **dividing the total yearly contribution by 2080.**
  6. Gross amount earned on all projects during the pay period.
  7. Total deductions from employee's wages.
  8. Net amount paid.
- J. The reports shall be certified by the contractor, subcontractor, or duly appointed agent stating that the payroll is correct and complete; and that the wage rates shown are not less than those required by the O.R.C. 4115.
- K. Provide a Final Affidavit to the Prevailing Wage Coordinator upon the completion of the project.

Appendix B - Sample Certified Payroll Report

Certified Payroll Report - Part A  
330 - Construction - Contractor Payment  
State of Ohio Standard Forms for Public Facility Construction



EMPLOYER NAME AND ADDRESS			NAME OF GENERAL / PRIME CONTRACTOR				PROJECT NAME AND LOCATION (COUNTY)				CONTRACTING AUTHORITY (OR OWNER)								
CHECK IF SUBCONTRACTOR <sup>1</sup> <input type="checkbox"/>			WEEK ENDING _____				PAYROLL NUMBER _____ PAGE <sup>2</sup> _____ of _____				PROJECT / CONTRACT NUMBER _____								
1. NAME AND INDIVIDUAL <sup>3</sup> IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER		2. WORK <sup>4</sup> CLASS- IFICA- TION	3. RACE AND SEX	4. HOURS WORKED - DAY AND DATE				5. TOTAL PROJ HRS	6. BASE WAGE RATE	7. PROJ GROSS WAGES	8. FRINGES: CASH <input type="checkbox"/> APPROVED PLANS <input type="checkbox"/> CASH AND APPROVED PLANS <input type="checkbox"/>				9. TTL HRS ALL JOBS	10. TOTAL GROSS ALL JOBS	11. TAXES WITH- HELD	12. OTHER DEDUC- TIONS	13. NET WAGES PAID
				M	T	W	TH	F	S	S									
				OT															
				ST															
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My signature on this form signifies that I pay, or supervise the payment of the employees shown above. I am certifying: 1) That during the pay period reported on this form, all hours worked on this Project have been paid at the appropriate prevailing wage rate for the class of work done. 2) That the fringe benefits have been paid as indicated above. 3) That no rebates or deductions have been or will be made, directly or indirectly from the total wages earned, other than permissible deductions as defined in Ohio Revised Code Chapter 4115. 4) That apprentices are registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training. I understand that the willful falsification of any of the above statements may subject the Contractor or Subcontractor to civil or criminal prosecution. In addition, I have submitted the full Name, Social Security Number, and Address of each Worker on a separate sheet (Part B) to form the entire Certified Payroll Report required by Applicable Law.

Type or Print Name and Title: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

F330-03Av0612 <sup>1</sup>If Subcontractor, provide Contractor name in space provided. <sup>2</sup>Attach additional pages as necessary. <sup>3</sup>Text will wrap. <sup>4</sup>Text will fit to cell.

Certified Payroll Report - Part B  
330 • Construction • Contractor Payment  
State of Ohio Standard Forms for Public Facility Construction



EMPLOYER NAME AND ADDRESS	NAME OF GENERAL / PRIME CONTRACTOR	PROJECT NAME AND LOCATION (COUNTY)	CONTRACTING AUTHORITY (OR OWNER)
CHECK IF SUBCONTRACTOR <sup>1</sup> <input type="checkbox"/>	WEEK ENDING _____	PAYROLL NUMBER _____ PAGE <sup>2</sup> _____ of _____	PROJECT / CONTRACT NUMBER _____
FULL NAME OF WORKER	SOCIAL SECURITY NUMBER <sup>3</sup>	STREET ADDRESS	CITY, STATE AND ZIP CODE

F330-03Bv0612    <sup>1</sup>If Subcontractor, provide Contractor name in space provided.    <sup>2</sup>Attach additional pages as necessary.    <sup>3</sup>For Public Records Requests, redact Social Security Numbers.

PAYROLL DATES  
PREVAILING WAGE LAW

**Instructions to the Contractor:** Please read the following and provide the required information noted on this form. This document must be submitted to the Prevailing Wage Coordinator for the public authority on or before your company begins any work under a contract for a public improvement. This requirement is also applicable to your subcontractors. Please make a copy of this document available to them. The prevailing wage laws state that contractors are responsible for their subcontractors.

.....

\_\_\_\_\_ will begin performance under contract on the  
(Name of Contractor)

\_\_\_\_\_ project on \_\_\_\_\_  
(Name and Location of Project) (Start Date)

and will conclude work on said project on \_\_\_\_\_.  
(End Date, if known)

In accordance with Section 4115.071 (C) of the Ohio Revised Code, listing of payroll dates, I hereby submit the following schedule of dates that my company is required to pay wages to its workers while on this project.  
**NOTE:** If the life of the project is expected to be over three (3) months in length, provide only the days of the week your pay period starts and ends, plus the day you pay your workers.

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Day Pay Period Starts:\_\_\_\_\_ Day Pay Period Ends:\_\_\_\_\_

Pay Day:\_\_\_\_\_

I acknowledge that I am required by section 4115.071 (C) of the Ohio Revised Code that I must submit a copy of my company's certified payroll records for this project to the Prevailing Wage Coordinator of the public authority within two weeks of the initial pay date listed above. I further acknowledge that I am responsible to collect and submit my subcontractor's prevailing wage documents, including their certified payroll records in accordance with the law.

\_\_\_\_\_ (Contractor's Signature and Title)

\_\_\_\_\_ (Company Name)

\_\_\_\_\_ (Date)

## PREVAILING WAGE NOTIFICATION TO EMPLOYEE

Project Name:		Job Number:	
Contractor:			
Project Location:			
Jobsite posting of prevailing wage rates located:			
Prevailing Wage Coordinator		Employee	
Name:		Name:	
Street:		Street:	
City:		City:	
State / Zip:		State / Zip:	
Phone:		Phone:	
<p>You will be performing work on this project that falls under these classifications. You will be paid the appropriate rate for the type of work you are performing.</p>			
Classification	Prevailing Wage Rate Total Package	Minus Your Fringe Benefits	Your Hourly Base Rate
Hourly fringe benefits paid on your behalf by this company.			
Fringe	Amount	Fringe	Amount
Health Insurance		Vacation	
Life Insurance		Holiday	
Pension		Sick Pay	
Bonus		Training	
Other		<b>TOTAL HOURLY FRINGES</b>	
Contractor's Signature:		Date:	
Employee's Signature:		Date:	

## Appendix E - Instructions for Preparing Certified Payroll Reports

### General

Contractors and subcontractors are required by law to submit certified payroll reports for work on projects covered by Ohio's Prevailing Wage Law. This form meets the reporting requirements established by Ohio Revised Code Chapter 4115. The use of this form is not mandatory, employers may submit their own forms provided that all of the required information is included. This form may be reproduced, or additional copies obtained from:

Ohio Department of Commerce Division of Industrial Compliance and Labor Bureau of Wage & Hour Administration 6606 Tussing Rd. P. O. Box 4009 Reynoldsburg, OH 43068-9009 Phone: (614) 644-2239

### Certified Payroll Heading

Employer name and address: Company's full name and address. Indicate if the company is a subcontractor, if so list the name of the General or Prime. Project: Name and location of the project, including county. Contracting Public Authority: Name and address of the contracting public authority. Week Ending: Month, day, and year for last day of reporting period. Payroll # : Indicates first, second, third, etc. payroll filed by the company for the project. Page indicator: number of pages included in the report. Project Number: Determined by the public authority. If there is no number leave blank.

### Information by Column

- 1. Employee Name, Address and Social Security number: This information must be provided for all employees that perform physical labor on the project. Corporate officers, partners, and salaried employees are considered employees and must be paid the prevailing rate. Individual sole proprietors do not have to pay themselves prevailing rate but must report their hours on the project.
- 2. Work Class: List classification of work actually performed by employee. If unsure of work classification, consult the Ohio department of Commerce, Wage and Hour Bureau. Employees working more than one classification should have separate line entries for each classification. Indicate what year/level for Apprentices. Be specific when using laborer and operator classifications; for example, Backhoe Operator or Asphalt Laborer.
- 3. Hours Worked, Day & Date: In the first row of column 3 enter days of pay period example; M T W T H F S S. The second row is for the date that corresponds with each day for the pay period. In the employee information section enter the number of hours worked on the prevailing wage project and which day the hours were worked. Separate rows are labeled for (ST) straight time hours and (OT) overtime hours. All hours worked after 40, must be paid at the appropriate overtime rate.
- 4. Project Total Hours : Total the hours entered for pay period.
- 5. Base Rate: Enter actual rate per hour paid to the employee. The overtime hourly rate is time and one-half the base rate listed in the prevailing wage schedule plus fringe benefits at straight time rate. The prevailing wage schedule lists the base rate plus fringe benefit amounts. These

amounts added together equal the total prevailing wage rate. Employers must pay this total amount in one of three ways.

- Total rate may be paid in entirety in the base rate to the employee; in which case, the cash designation will be checked for fringe benefits.
  - Total rate may be paid as listed in prevailing wage rate schedule with total fringe amounts paid approved plans.
  - Total rate may be paid with a combination of base rate and fringe payments to approved plans in amounts other than those listed in schedule.
- 6. Project Gross: Enter total gross wages earned on the project for straight time and overtime. Project hours X base rate should equal project gross.
- 7. Fringes: If fringe benefits are paid in the hourly base rate, indicate this by marking the cash space. If fringe benefits are paid to approved plans as listed in the prevailing wage rate schedule, mark the space Approved Plans. If fringe benefits are paid partially in the base rate and partially to approved plans, mark the space Cash & Approved plans. List the hourly amount paid to approved plans for each fringe. If payments are not made on a per hour basis, calculate the hourly fringe credit by dividing the yearly employer contribution by the lesser of: hours actually worked in the year (these must be documented) or 2080. Fringe benefits include: Employer's share of health insurance, life insurance, retirement plan, bonus/profit sharing, sick pay, holiday pay, personal leave, vacation, and education/training programs.
- 8. Total Hours All Jobs: Total all hours worked during the pay period including non-prevailing wage jobs.
- 9. Total Gross All Jobs: Gross amount earned in the pay period for all hours worked.
- 10. Self explanatory.
- 11. Self explanatory.
- 12. Self explanatory.



## Department of Commerce

Division of Industrial Compliance

Bureau of Wage and Hour Administration  
6606 Tussing Road - PO Box 4009  
Reynoldsburg, OH 43068-9009  
Phone 614-644-2239 | Fax 614-728-8639  
TTY/TDD 800-750-0750  
www.com.ohio.gov

An Equal Opportunity Employer and Service Provider

John R. Kasich, Governor  
Andre T. Porter, Director

### Affidavit Of Compliance

#### PREVAILING WAGES

I, \_\_\_\_\_  
(Name of person signing affidavit) (Title)

do hereby certify that the wages paid to all employees of

\_\_\_\_\_  
(Company Name)

for all hours worked on the

\_\_\_\_\_  
(Project name and location)

project, during the period from \_\_\_\_\_ to \_\_\_\_\_ are in  
(Project Dates)

compliance with prevailing wage requirements of Chapter 4115 of the Ohio Revised Code. I further  
certify that no rebates or deductions have been or will be made, directly or indirectly, from any wages  
paid in connection with this project, other than those provided by law.

\_\_\_\_\_  
(Signature of Officer or Agent)

Sworn to and subscribed in my presence this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_.

\_\_\_\_\_ (Notary Public)

**The above affidavit must be executed and sworn to by the officer or agent of the contractor or subcontractor who supervises the payment of employees. This affidavit must be submitted to the owner (public authority) before the surety is released or final payment due under the terms of the contract is made.**



## Important Notice

# Prevailing Wage Threshold Levels

Before advertising for bids, contracting, or undertaking construction with its own forces, to construct a public improvement, the Public Authority shall have the Ohio Department of Commerce-Division of Industrial Compliance, Bureau of Wage and Hour Administration determine the prevailing rates of wages for workers employed on the public improvement. The wage determination must be included in the project specifications and printed on the bidding blanks where work is done by contract.

<b>“New” construction threshold for <i>Building Construction</i>:</b>	<b>\$250,000</b>
<b>“Reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting” threshold level for <i>Building Construction</i>:</b>	<b>\$75,000</b>

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### As of January 1, 2020:

<b>“New” construction that involves <i>roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction</i> threshold level has been adjusted to:</b>	<b>\$93,292</b>
<b>“Reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting” that involves <i>roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction</i> threshold level has been adjusted to:</b>	<b>\$27,950</b>

- A) Thresholds are to be adjusted biennially by the Director of the Ohio Department of Commerce.
- B) Biennial adjustments to threshold levels are made according to the Building Cost for Skilled Labor Index published by McGraw-Hill's Engineering News-Record, but may not increase or decrease more than 3% for any year.

If there are questions concerning this notification, please contact:

Ohio Department of Commerce  
Division of Industrial Compliance  
Bureau of Wage and Hour Administration  
6606 Tussing Road, PO Box 4009  
Reynoldsburg, Ohio 43068-9009  
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