

Outdoor Recreation Council of Appalachia (ORCA)

REQUEST FOR QUOTES

Baileys Bike Rental Electric Addition

**Proposal Due Date:
Thursday, August 28th at 4:00 PM ET**

**Project Manager:
Elle Dickerman
Outdoor Recreation Council of Appalachia
elle@orcaohio.com
(740) 677-0113**

**Owner's Representative:
Bobby Fuller
DLZ
bfuller@dlz.com**

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**Outdoor Recreation Council of Appalachia
PO Box 61
Athens, OH 45701**

Request for Quotes

August 14, 2025

Request for Quotes: Important Dates & Information

Project Name: Baileys Bike Rental Electric Addition

Quote Submission Deadline: Thursday, August 28th, 4:00 PM EST

Send Electronic Quote To:

elle@orcaohio.com AND jessie@orcaohio.com

Request for Quotes: Details

1. Quotes for Baileys Bike Rental Electric Addition will be received by the Outdoor Recreation Council of Appalachia (ORCA) by email to elle@orcaohio.com AND jessie@orcaohio.com until **Thursday, August 28th at 4:00 PM EST**.
2. Quotes must be received by the time and date specified in one .pdf attachment.
3. No quote will be considered which modifies in any manner any of the general provisions, specifications, or the quote form.
4. A quote will be considered “Responsible” if, at the sole discretion of ORCA, its agents, and property owner (Village of Chauncey), the CONTRACTOR References provide reasonable assurance that a high-quality, timely-delivered product based on information

supplied by the Quote Provider and reference providers will be delivered by the CONTRACTOR.

5. A quote that is in the possession of the ORCA may be altered by an email to elle@orcaohio.com AND jessie@orcaohio.com bearing the signature and name of the person authorized for providing quotes, provided it is received prior to the time and date of the quote due date. It is the quote provider's responsibility to confirm receipt of this alteration by ORCA.
6. A quote that is in the possession of the ORCA may be withdrawn by the quote provider up to August 28, 2025 at 4:00pm.
7. 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.
8. Acceptance of the SERVICE CONTRACT will be deemed to mean acceptance of the contract work as specified in the Quote.
9. In the event that all of the work is not completed by the projected completion date agreed to, the ORCA will assess (\$300.00) *Three Hundred Dollars* per calendar day, not as a penalty, but as liquidated damages to ORCA.
10. 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 will continue each and every calendar day until all items shown on the quote 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.
11. Failure of the successful quote provider to furnish the equipment, materials, supplies, or perform the service awarded from his QUOTE shall eliminate the quote provider from the active quote provider's mailing list.
12. The ORCA hereby notifies all prospective QUOTE providers it will affirmatively assure that minority business enterprises will be afforded full and equal opportunity to submit QUOTES 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.

13. Quotes received after the above time limit will not be considered.

Outdoor Recreation Council of Appalachia

Baileys Bike Rental Electric Addition

Project Specifications

The Baileys Trail System Mountain Bike Rental is currently operating in a temporary structure at the Chauncey-Dover Park Trailhead. While it is not in its final intended location, it is important that the temporary bike rental space be equipped with electricity. There is currently a limited power supply within the building from a portable generator. The Bike Rental is located at 8433 W. Bailey Road, Millfield, OH 45761 off of the main parking area. We encourage the contractor to visit the site prior to submitting a quote to confirm required modifications to meet electrical code requirements.

The electric addition should include an electrical supply to within 2 feet of the mobile bike rental facility, providing 1 30-ampere, 120v RV receptacle panel. Electric feed to be from existing restrooms approximately 250' away. Alternatively, a new service drop can be made instead of connecting to the restroom panel, by running wire approximately 300'.

Outdoor Recreation Council of Appalachia

Baileys Bike Rental Electric Addition

Project Location

The ORCA Mobile Bike Rental is located at 8433 West Bailey Road, Millfield, OH 45761 off of the main parking area, as indicated below:



Outdoor Recreation Council of Appalachia

Baileys Bike Rental Electric Addition

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 the 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.

- i. 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.
 - ii. 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.
 - iii. 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.
- b. **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.
- c. **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:
 - i. Exclusions endorsed;
 - ii. Claims in progress, which could significantly reduce the annual aggregate limit;
 - iii. If the policy is a "claims made" policy instead of an "occurrence" policy, the information provided shall include, but not necessarily be limited to:
 - 1. Retroactive dates;
 - 2. Extended reporting periods or tails; and
 - 3. Any applicable deductibles.

4. CONTRACT TIME:

Said work shall commence upon receipt of the Notice to Proceed, and shall be completed within the contract dates. QUOTE providers 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.

5. 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.

6. 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.

7. BASIS OF AWARD:

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

In evaluating Quotes, the ORCA shall consider the qualifications of the Quote Providers, whether or not the Quotes comply with the prescribed requirements and hourly rates and unit prices, as requested in the quote forms, are extended correctly. To be considered a responsive Quote Provider, the following must provide references.

The ORCA may conduct such investigation as he deems necessary to assist in the evaluation of any Quote and to establish the responsibility, qualifications and financial ability of Quote Providers, 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 quote provider, the ORCA may accept any item or groups of items in the QUOTE as may be in the best interest of the ORCA. If the contract is to be awarded, it will be awarded to Quote Provider deemed to provide the lowest responsive and responsible QUOTE 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.

8. 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 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.

9. INDEMNIFICATION:

The Contractor shall indemnify, defend, and hold harmless the ORCA and 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.

10. 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.

11. APPALACHIAN COMMUNITY GRANT PROGRAM FUNDING:

The project to be constructed pursuant to this contract will be financed with assistance from the Appalachian Community Grant Program funding and is subject to all applicable Federal laws and regulations including federal prevailing wage rates for construction in excess of \$2,000.

All applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

The Specifications and Addenda, hereinafter enumerated in Paragraph 1 of the Supplemental General Conditions shall form part of this Contract and provisions thereof shall be as binding upon the parties hereto as if they were herein fully set forth. The table of contents, titles, headings, running headlines and marginal notes contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect, limit or cast light on the interpretation of the provisions to which they refer.

Federal Prevailing Wage Rates apply.

12. 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.

13. 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:

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

Outdoor Recreation Council of Appalachia

Baileys Bike Rental Electric Addition

Quote Forms

The following pages contain documents that must be completed and submitted by the quote provider at the time of quote:

- Quote Forms
- References & Timeline
- Non-Collusion Affidavit (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 Primary Covered Transactions (Attachment 6)
- Proof of Insurance (Attachment 7)
- Additional Certifications (Attachment 8)

Outdoor Recreation Council of Appalachia

Baileys Bike Rental Electric Addition

Quote Forms

In compliance with the Request for Quotes, Quote Providers shall provide Completed Quote Forms (pages 14-35) consisting of agreements, professional references, and certifications.

In compliance with the Request for Quotes, General Provisions, Specifications and drawings the undersigned hereby proposes to furnish all labor and materials and to perform all work necessary for the BAILEYS BIKE RENTAL ELECTRIC ADDITION in accordance with the Call for Quotes, Provisions, Specifications and Map, and any and all Addenda for considerations in the following amounts:

Lump Sum Labor \$ _____

Lump Sum Materials \$ _____

Total in Numbers: \$ _____

Total in Words: _____

Company Name: _____ Phone: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Email Address: _____

Signature: _____ **SIGN HERE** Date: _____

Print Name & Title: _____

1. That for and in consideration of the amount shown above, this contractor shall perform the work of the BAILEYS BIKE RENTAL ELECTRIC ADDITION 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.

2. In consideration of the covenants and agreements to be kept and performed by the Contractor and for the faithful performance of this QUOTE 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.
3. 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, project must be completed by **November 30, 2025** or earlier 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.
4. 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 QUOTE bonds of said Contractor
5. It is also agreed by the parties hereto that the Request for Quotes, Map, 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.
6. If written Notice of Acceptance of this QUOTE is delivered to this QUOTE provider within Ten (10) calendar days after date of QUOTE opening, this QUOTE provider will

within Ten (10) calendar days after date of such notice, execute contract and deliver the Certificate of Insurance in accordance with the General Provisions and QUOTE as accepted.

7. The QUOTE provider hereby agrees that should he be awarded this contract, Contractor shall not discriminate.
8. The QUOTE provider also covenants and agrees and that this QUOTE is made without collusion with any other person, firm or corporation that he has carefully examined the Call for QUOTES, General Provisions, Map and Specifications, and any and all Addenda governing the work included in this QUOTE, and has inspected the site of the work and fully understands the physical conditions under which the work must be performed.
9. The QUOTE provider will perform all extra work that may be required and on the conditions set forth in the General Provisions.

SIGNATURE PAGE

BY SUBMISSION OF A QUOTE, THE QUOTE PROVIDER CERTIFIES:

- a. Prices in this quote have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- b. No attempt has been made nor will be by the quote provider to induce any other person or firm to submit a quote for the purpose of restricting competition.
- c. The person signing this quote 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.
- d. Quote Provider will comply with all Federal regulations, policies, guidelines and requirements.

1. GENERAL INFORMATION:

Company Name: _____ Phone: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Email Address: _____

SSN/Employer Identification Number: _____

Quote Provider Name: _____ Title: _____

2. OWNERSHIP AND CONTROL

Quote Provider's Legal Structure: _____

☐ Sole Proprietorship

☐ General Partnership

☐ Corporation

☐ Limited Partnership

☐ Limited Liability

☐ Other: _____

3. TIMELINE

Proposed Construction Start Date: _____

Proposed Construction Finish Date: _____

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.

Signed:

(Name, Title)

SIGN HERE

(Date)

Outdoor Recreation Council of Appalachia

Baileys Bike Rental Electric Addition

References & Timeline

Contractors must provide a minimum of three (3) references and proposed project approach, including:

- 1) Reference information for not less than three (3) similar construction projects, including name, address, telephone number of primary project manager, date/duration of project, and detailed description of the work performed
- 2) Proposed construction schedule and approach to the project, including materials/machinery, operators, and operator experience with each machine.

This information should be included as an attachment to the quote forms.

Outdoor Recreation Council of Appalachia

Baileys Bike Rental Electric Addition

Non-Collusion Affidavit (Attachment 1)

State of: Ohio

County of: ATHENS

QUOTE Identification: TRAIL MAINTENANCE AND ENHANCEMENTS AT THE
BAILEYS TRAIL SYSTEM

CONTRACTOR: _____

being duly sworn, deposed and says that he is _____
(Sole owner, a partner, president, secretary, etc.) of _____ ,
the party making the foregoing QUOTE; that such QUOTE is not made in the interest of or on
behalf of any undisclosed person, partnership, company, association, organization, or
corporation; that such QUOTE is genuine and not collusive or sham; that said QUOTE
PROVIDER has not directly or indirectly induced or solicited any other QUOTE PROVIDER to
put in a fake or sham QUOTE and has not directly or indirectly colluded, conspired, connived,
or agreed with any QUOTE PROVIDER or anyone else to put in a sham BID, or that any one
shall refrain from bidding; that said QUOTE PROVIDER has not in any manner directly or
indirectly, sought by agreement, communication or conference with anyone to fix the QUOTE
price of said QUOTE PROVIDER or of any other QUOTE PROVIDER, or to fix any overhead,
profit, or cost element of such QUOTE price, or of that of any other QUOTE PROVIDER, or to
secure any advantage against the OWNER awarding the contract or anyone interested in the
proposed contract; that all statements contained in such QUOTE are true; and, further, that said
QUOTE PROVIDER has not, directly or indirectly, submitted his QUOTE price or any
breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or
paid and will not pay any fee in connection therewith, to any corporation, partnership, company,

association, organization, QUOTE depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said QUOTE PROVIDER in his general business.

Signed: _____ **SIGN HERE**

Subscribed and sworn to before me this day _____ of _____, _____ .

Notary Public **SIGN HERE**

My Commission Expires

SEAL

Outdoor Recreation Council of Appalachia

Baileys Bike Rental Electric Addition

**Terms & Conditions General Insurance Requirements
(Attachment 2)**

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 the ORCA's Request for Quotes throughout the duration of any contractual relationship that may result from acceptance of our proposal. I further certify that the company agrees to indemnify the ORCA, ORCA, Wayne National Forest, and the State of Ohio for any claims or damages in excess of the policy limits.

Company

SIGN HERE

Authorized Signature

Date

Outdoor Recreation Council of Appalachia

Baileys Bike Rental Electric Addition

Equal Employment Opportunity (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 listed 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 _____, 2025.

Notary Public

My commission expires: _____, 20____.

Outdoor Recreation Council of Appalachia


Baileys Bike Rental Electric Addition

Copeland Anti-Kickback Act (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 _____, 2025 .

Notary Public

My commission expires: _____, 20__ .

Outdoor Recreation Council of Appalachia

Baileys Bike Rental Electric Addition

**Certification Regarding Debarment, Suspension, and Other
Responsibility Matters Primary Covered Transactions
(Attachment 5)**

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

BAILEYS BIKE RENTAL ELECTRIC ADDITION

PR/Award Number or Project Name

Name and Title of Authorized Representative

SIGN HERE

Signature

Date

ED Form GCS-008 (REV.12/88)

Outdoor Recreation Council of Appalachia

Baileys Bike Rental Electric Addition

Additional Certifications (Attachment 6)

Project Name: Baileys Bike Rental Electric Addition

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

SIGN HERE

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number											
				-				-			
or											
Employer identification number											
				-							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	Date ►
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.

You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Outdoor Recreation Council of Appalachia

Baileys Bike Rental Electric Addition

Appendix A: Sample Contract for Construction Services

SAMPLE CONTRACT FOR CONSTRUCTION SERVICES

Baileys Bike Rental Electric Addition

BETWEEN

Outdoor Recreation Council of Appalachia

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:

(INSERT PROJECT BACKGROUND / DETAILS HERE)

I. PURPOSE

The purpose of this Contract for CONSTRUCTION SERVICES is to have completed approximately (PROJECT SCOPE) as defined and located by Owner's Representative and presented in the (PROJECT NAME) Construction Documents, 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

jessie@orcaohio.com

Owner's Representative:

Bobby Fuller

DLZ

bfuller@dlz.com

2.) Any communications affecting the operations or activities covered by this contract given by ORCA, AWOADC, 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 & AWOADC 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 (PROJECT NAME)

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. (PREVAILING WAGE RULES APPLICABLE TO THE PROJECT DESCRIBED HERE)

IV. APPLICABLE DOCUMENTS

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

(SPECIFICATION DOCUMENTS LIST)

V. CONSTRUCTION OVERSIGHT

Construction activities will be overseen by ORCA & AWOADC, 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.

VI. CONTRACT PRICE

AWOADC hereby agrees to pay to (Awardee's Name) an amount not greater than \$ (Amount) for completion of the aforementioned scope of work. Any increases to this amount shall be as agreed upon by AWOADC 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.

VII. 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.

IX. INSURANCE.

Contractor shall maintain during the course of the project insurance coverage as stated in the attached Insurance Policy of _____ commercial general liability, automobile, workers compensation, and professional liability. ORCA & AWOADC reserve 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.

XII. 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.

XIII. 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.

XIV. 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.

XV. AGREEMENTS AND ADDITIONAL CERTIFICATIONS (ATTACHMENTS)

- A. BID GUARANTY AND CONTRACT BOND
- B. NON-COLLUSION AFFIDAVIT
- C. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS
- D. AFFIDAVIT IN COMPLIANCE WITH SECTION 3517.13 OF THE OHIO REVISED CODE
- E. ADDITIONAL CERTIFICATIONS
- F. BONDING AND INSURANCE REQUIREMENTS
- G. EXPERIENCE STATEMENT OF BIDDER
- H. SALES AND USE TAX CONTRACTOR'S EXEMPTION CERTIFICATE
- I. DMA PUBLIC EMPLOYMENT
- J. FORM W-9

This Contract is hereby entered into and agreed upon by:

Awardee's Name

Date

Jessie Powers, ORCA/AWOADC Executive Director

Date

ATTACHMENT: CHANGE ORDER FORM SAMPLE

Original CONTRACT PRICE: _____

Original SCOPE OF WORK & proposed CHANGE:

The CONTRACT PRICE due to this CHANGE ORDER will be _____ by: _____

CONTRACT PRICE FOLLOWING Change Order 1: _____

Change to CONTRACT TIME: _____

The date for completion of all WORK will be: _____

Requested by: _____

Recommended by: _____

Accepted by: _____

(Change Orders will be approved/ agreed to by: Contractor, Construction Manager, Land Manager, and Project Manager.)

Outdoor Recreation Council of Appalachia

Baileys Bike Rental ADA Ramp Addition

Appendix B: Federal Prevailing Wage Rates

"General Decision Number: OH20250033 08/08/2025

Superseded General Decision Number: OH20240033

State: Ohio

Construction Type: Building

County: Athens County in Ohio.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none"> . Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none"> . Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/03/2025
1	02/07/2025

2	03/14/2025
3	03/21/2025
4	07/11/2025
5	07/18/2025
6	07/25/2025
7	08/08/2025

ASBE0080-001 02/24/2025

	Rates	Fringes
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ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 38.05	30.87
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BROH0052-004 06/01/2023

	Rates	Fringes
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BRICKLAYER.....	\$ 32.43	20.44
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BROH0055-007 06/01/2023

	Rates	Fringes
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TILE FINISHER.....	\$ 28.31	10.45
TILE SETTER.....	\$ 29.92	16.77

CARP0356-002 05/01/2025

	Rates	Fringes
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CARPENTER.....	\$ 35.69	23.38
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ELEC0972-007 06/01/2024

	Rates	Fringes
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ELECTRICIAN (Includes Low Voltage Wiring and Alarm Installation).....	\$ 40.00	33.32
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ELEV0011-002 01/01/2025

	Rates	Fringes
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ELEVATOR MECHANIC.....	\$ 57.41	38.435+a+b
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PAID HOLIDAYS:

a. New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the Friday after Thanksgiving, and Christmas Day.

b. Employer contributes 8% of regular hourly rate to vacation pay credit for employee who has worked in business more than 5 years; 6% for less than 5 years' service.

ENGI0018-022 05/01/2024

	Rates	Fringes
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POWER EQUIPMENT OPERATOR Bobcat/Skid Steer/Skid Loader; Bulldozer.....	\$ 44.02	16.41
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Crane.....	\$ 44.14	16.41
Forklift.....	\$ 42.98	16.41

IRON0550-012 05/01/2025

	Rates	Fringes
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IRONWORKER, ORNAMENTAL.....	\$ 36.00	23.57
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* IRON0769-001 06/01/2025

	Rates	Fringes
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IRONWORKER, STRUCTURAL.....	\$ 39.70	29.59
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LAB00083-003 06/01/2024

	Rates	Fringes
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LABORER

Common or General; Mason

Tender - Brick &

Cement/Concrete.....	\$ 40.97	14.10
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PAIN0093-003 12/01/2024

	Rates	Fringes
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PAINTER (Brush and Roller).....	\$ 30.28	24.46
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PAIN1195-001 12/01/2024

	Rates	Fringes
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GLAZIER.....	\$ 32.89	14.33
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PLAS0132-011 06/01/2025

	Rates	Fringes
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CEMENT MASON/CONCRETE FINISHER...	\$ 35.12	17.40
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PLUM0577-001 06/01/2025

	Rates	Fringes
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PIPEFITTER (Excludes HVAC

Pipe Installation).....	\$ 38.89	28.56
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PLUM0577-003 06/01/2025

	Rates	Fringes
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PLUMBER (Includes HVAC Pipe

Installation).....	\$ 38.89	28.56
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SFOH0669-009 01/01/2025

	Rates	Fringes
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SPRINKLER FITTER (Fire

Sprinklers).....	\$ 45.11	28.08
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SHEE0024-010 06/01/2022

	Rates	Fringes
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SHEET METAL WORKER (HVAC Duct and Unit Installation Only).....	\$ 33.53	26.36
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SHEE0033-008 06/01/2022

	Rates	Fringes
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SHEET METAL WORKER (Excludes HVAC Duct and Unit Installation).....	\$ 31.73	27.44
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* UAVG-OH-0001 01/01/2019

	Rates	Fringes
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IRONWORKER, REINFORCING.....	\$ 29.44	22.68
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* UAVG-OH-0002 01/01/2019

	Rates	Fringes
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ROOFER.....	\$ 30.19	15.73
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SUOH2012-035 08/29/2014

	Rates	Fringes
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DRYWALL FINISHER/TAPER.....	\$ 20.66	4.91
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DRYWALL HANGER AND METAL STUD INSTALLER.....	\$ 22.27	14.40
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LABORER: Pipelayer.....	\$ 18.37	4.79
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OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 29.18	10.69
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OPERATOR: Loader.....	\$ 22.69	8.01
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OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 23.91	10.42
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TRUCK DRIVER: Dump (All Types)...	\$ 19.33	6.55
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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is

like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates

reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

----- WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor

200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION"