

OUTDOOR RECREATION COUNCIL OF APPALACHIA

REQUEST FOR BID

2026 BAILEYS TRAIL SYSTEM CONSTRUCTION

BID DUE DATE AND TIME:

February 13, 2026 at 3:30 PM EST

LOCATION:

OUTDOOR RECREATION COUNCIL OF APPALACHIA
WAYNE NATIONAL FOREST HEADQUARTERS & ATHENS RANGER STATION
13700 US - 33
NELSONVILLE, OH 45764

PROJECT MANAGER:

JESSIE POWERS
OUTDOOR RECREATION COUNCIL OF APPALACHIA
jessie@orcaohio.com | (740) 677-0113
KEVIN GREEN
WAYNE NATIONAL FOREST
kevin.green@usda.gov | (560) 620-3565

OWNER'S REPRESENTATIVE:

JEREMY WIMPEY
APPLIED TRAILS RESEARCH
jeremyw@appliedtrailsresearch.com | (443) 629-2630

2026 BAILEYS TRAIL SYSTEM CONSTRUCTION
REQUEST FOR BIDS
OUTDOOR RECREATION COUNCIL OF APPALACHIA

TABLE OF CONTENTS

I. CALL FOR BIDS	4
Call for Bids: Important Dates & Information	5
Call for Bids: Details	5
II. PROJECT SCOPE	8
III. BID FORMS	10
Bid Form	11
Bonding and Insurance Requirements	19
Contractor Qualifications	20
Bid Guaranty and Contract Bond Forms	21
Non-Collusion Affidavit	24
Certification Regarding Debarment, Suspension, And Other Responsibility Matters Primary Covered Transactions	26
Affidavit in Compliance With Equal Employment Opportunity & Non-Discrimination	28
Affidavit in Compliance With Section 3517.13 Of The Ohio Revised Code	30
Additional Certifications	32
Sales and Use Tax Contractor's Exemption Certification	33
DMA Public Employment	34
Form W-9	36
IV. PROJECT SPECIFICATIONS	42
Division 1 - General Requirements	43
Division 2 - Earthwork	46
Division 3 - Construction Specifications	47
V. GENERAL PROVISIONS	49
Article 1 - Contract and Contract Documents	50
Article 2 - Performance and Payment Bonds	50
Article 3 - Wage Rates	51
Article 4 - Affirmative Action and Non-Discrimination	51
Article 5 - Insurance	53
Article 6 - Safety	54
Article 7 - Permits	54
Article 8 - Supervision	55
Article 9 - Claims Against Contractor	55
Article 10 - Subcontracting	55
Article 11 - Change of Work	56

2026 BAILEYS TRAIL SYSTEM CONSTRUCTION
REQUEST FOR BIDS
OUTDOOR RECREATION COUNCIL OF APPALACHIA

Article 12 - Time	56
Article 13 - Completion of Work	57
Article 14 - Termination	57
Article 15 - Payment	58
ATTACHMENT A. TRAIL SPECIFICATIONS	59
A.1 Boardwalk Specifications	60
A.2 Baileys Tract Trail Specifications	61
A.3 Wayne National Forest Standards for Baileys Tract	68
A.4 Baileys Trail System Construction Documents	73
ATTACHMENT B. MAPS	85
B.1 Buchtel Spring Trail Construction Map	86
B.2 Chauncey Depot & Coal Train Gravel Map	87
B.3 Blue Devil & Wild Turkey Gravel Map	88
B.4 Nebo Spirit Trail Reroute Map	89
B.5 NICA Connector Trail Reroute Map	90
ATTACHMENT C. CLEAN AIR AND FEDERAL WATER POLLUTION CONTROL ACT	91
ATTACHMENT D. SAMPLE CONTRACT FOR CONSTRUCTION SERVICES	94
ATTACHMENT E. STATE OF OHIO WAGE DETERMINATIONS	102
ATTACHMENT F. ADDENDA	111
F.1 Addendum 001: Prevailing Wage Rates	112
F.2 Addendum 002: Updated Bid Forms	113
F.3 Addendum 003: Timeline Considerations	114
F.4 Addendum 004: Contractor Q&A	116

2026 BAILEYS TRAIL SYSTEM CONSTRUCTION
REQUEST FOR BIDS
OUTDOOR RECREATION COUNCIL OF APPALACHIA

I. CALL FOR BIDS

2026 BAILEYS TRAIL SYSTEM CONSTRUCTION
REQUEST FOR BIDS
OUTDOOR RECREATION COUNCIL OF APPALACHIA

CALL FOR BIDS
2026 BAILEYS TRAIL SYSTEM CONSTRUCTION

Call for Bids: Important Dates & Information

Project Name: 2026 BAILEYS TRAIL SYSTEM CONSTRUCTION

Bid Submission Deadline: February 13, 2026 at 3:30 PM Eastern Standard Time (EST)

Pre-Bid Meeting: January 28, 2026 at 1:00 PM EST; email info@orcaohio.com for meeting link

Deliver or Mail Bids To:

Outdoor Recreation Council of Appalachia c/o Ms. Jessie Powers
Wayne National Forest Headquarters & Athens Ranger Station
13700 US-33
Nelsonville, OH 45764

Bid Submission Requirements:

Sealed Envelope Labeled “2026 BAILEYS TRAIL SYSTEM CONSTRUCTION”

1 Original and 1 Copy

Call for Bids: Details

1. Sealed bids (one (1) original and one (1) copy) for 2026 BAILEYS TRAIL SYSTEM CONSTRUCTION will be received and time date stamped by the OUTDOOR RECREATION COUNCIL OF APPALACHIA at the WAYNE NATIONAL FOREST HEADQUARTERS & ATHENS RANGER STATION, 13700 US-33, NELSONVILLE, OH 45764 until **February 13, 2026 at 3:30 PM EST**, at which time they will be publicly opened and read on site. Unit pricing will not be disclosed at the bid opening. Bids received after the above-stated date and time will not be considered.
2. A pre-bid meeting will be held virtually on **January 28, 2026 at 1:00 PM EST**; email info@orcaohio.com to obtain a meeting link. Contractor questions not answered within this or the incorporated documents can be addressed via email to Jeremy Wimpey (jeremyw@appliedtrailsresearch.com), Jessie Powers (jessie@orcaohio.com), & Kevin Green (kevin.green@usda.gov) prior to **January 30, 2026**. Responses and Addenda will be posted to ORCA’s website (www.orcaohio.com/requests) prior to **February 3, 2026**.
3. Bidders must acknowledge receipt of all Addenda.

2026 BAILEYS TRAIL SYSTEM CONSTRUCTION
REQUEST FOR BIDS
OUTDOOR RECREATION COUNCIL OF APPALACHIA

4. No bid will be considered complete which is not submitted with SEALED ENVELOPES labeled "2026 BAILEYS TRAIL SYSTEM CONSTRUCTION" (one (1) original and one (1) copy), containing the requisite information as required in III. BID FORMS, and signed by a proper official of the company bidding, in the space provided therefore. Facsimile or emailed bids will not be accepted.
5. No bid will be considered which modifies in any manner any of the general provisions, specifications or the bid form.
6. In case of an error in the extension of prices in the bid the unit prices will govern.
7. The ORCA takes no responsibility for delivery of bids through mail.
8. The Bidder further understands that the ORCA shall determine in its sole discretion the lowest responsive and responsible Bidder, and the ORCA may reject any and all bids or make substitution, waive defects it deems unsubstantial in any bid, and that if awards are made, the ORCA will award the bid in the best interest of the ORCA. Award of bid is subject to funding appropriation for this project. The ORCA reserves the right to reject any or/all bids, to waive any formality, and/or accept the bid deemed in the best interest of the ORCA. The project components will be awarded to the lowest responsive and responsible bidders.
9. A bid will be considered "Responsible" if, at the sole discretion of ORCA, its agents, and property owner (Wayne National Forest), the CONTRACTOR QUALIFICATIONS provide reasonable assurance that a high-quality, timely-delivered product based on information supplied by the Bidder and reference providers will be delivered by the CONTRACTOR.
10. A bid that is in the possession of the ORCA may be altered by a letter bearing the signature and name of the person authorized for bidding provided it is received prior to the time and date of the bid opening; this will only be accepted by mail or email. It is the bidder's responsibility to confirm receipt of this alteration by the ORCA.
11. A bid that is in the possession of the ORCA may be withdrawn by the bidder up to the time and date of the bid opening. Bids may not be withdrawn for a period of 90 days after the bid opening.
12. Each bid shall contain the full name and address of each person or company interested in the same. It shall be accompanied by a proposal bond in the amount of one hundred percent (100%) of the bid, or by a certified check, cashier's check or irrevocable letter of credit for ten percent (10%) of the bid, made payable to the Outdoor Recreation Council of Appalachia, conditioned that if the bid is accepted, a contract will be entered into within ten (10) days after notice of acceptance. A performance bond of one hundred percent (100%) of the amount of the contract with a satisfactory surety company,

2026 BAILEYS TRAIL SYSTEM CONSTRUCTION
REQUEST FOR BIDS
OUTDOOR RECREATION COUNCIL OF APPALACHIA

conditioned according to law, will be required for the faithful performance of the contract.

13. The ORCA hereby notifies all prospective bidders it will affirmatively assure that minority business enterprises will be afforded full and equal opportunity to submit bids in response to this invitation and are specifically encouraged to do so. The ORCA further assures that it will not discriminate against anyone on the grounds of race, sex, age, color or national origin or disability in consideration for an award.
14. Attention of bidders is called to all of the requirements contained in this bid packet, particularly to the Federal Davis Bacon Wages, various insurance requirements, various equal opportunity provisions, and the requirement for a payment bond and performance bond for 100% of the contract price.

Dated this **January 22, 2026**.

Updated **February 3, 2026**.

2026 BAILEYS TRAIL SYSTEM CONSTRUCTION
REQUEST FOR BIDS
OUTDOOR RECREATION COUNCIL OF APPALACHIA

II. PROJECT SCOPE

2026 BAILEYS TRAIL SYSTEM CONSTRUCTION
REQUEST FOR BIDS
OUTDOOR RECREATION COUNCIL OF APPALACHIA

PROJECT SCOPE
2026 BAILEYS TRAIL SYSTEM CONSTRUCTION

The project scope is broken up into 5 component projects. The contractor shall offer bid pricing for each project individually. The Owner reserves the right to award any combination of component projects to one or multiple contractors. *A contractor does not need to bid on all projects to submit a bid.*

The project work must be completed by **May 31, 2026**.

The project scope includes completion of an on-site investigation of existing conditions, furnishing all labor, equipment, supplies and materials in performing all operations necessary for the completion of component projects, which include:

1. Buchtel Spring Trail Construction
 - a. 500 Linear Feet of New Trail Construction - Easy Difficulty
 - b. 275 Square Feet of Boardwalk Construction (materials less fasteners are on site)
 - c. 410 linear feet of gravel boardwalk approaches
 - d. Materials: boardwalk fasteners, 25 cubic yards TSA, 18 cubic yards base
2. Chauncey Depot & Coal Train Trail Gravel Reshape/Rebuild
 - a. 3800 linear ft. of gravel reshaping/rebuilding
 - b. Materials: 230 cubic yards TSA and 100 cubic yards base
3. Blue Devil & Wild Turkey Gravel Reshape/Rebuild
 - a. 1500 linear ft. of gravel reshaping/rebuilding
 - b. 60 linear feet of rock armoring repair
 - c. Materials: 100 cubic yards TSA and 30 cubic yards base
4. Nebo Spirit Trail Reroute
 - a. 2000 linear ft. of new trail
 - b. 2000 linear ft. of trail closure
5. NICA Connector Trail Reroute
 - a. 2200 linear ft. of new trail
 - b. 1000 linear ft. of trail closure

Further details on projects can be found in IV. Project Specifications.

2026 BAILEYS TRAIL SYSTEM CONSTRUCTION
REQUEST FOR BIDS
OUTDOOR RECREATION COUNCIL OF APPALACHIA

III. BID FORMS

The following forms must be completed and submitted with the bid:

1. Bid Form
2. Bonding and Insurance Requirements
3. Contractor Qualifications
4. Bid Guaranty and Contract Bond Forms
5. Non-Collusion Affidavit
6. Certification Regarding Debarment, Suspension, and Other Responsibility Matters
7. Affidavit in Compliance with Equal Employment Opportunity & Non-Discrimination
8. Affidavit in Compliance with Section 3517.13 of the Ohio Revised Code
9. Additional Certifications
10. Sales and Use Tax Contractor's Exemption Certificate
11. DMA Public Employment
12. Form W-9

2026 BAILEYS TRAIL SYSTEM CONSTRUCTION
REQUEST FOR BIDS
OUTDOOR RECREATION COUNCIL OF APPALACHIA

Bid Form

2026 Baileys Trail System Construction

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

- a. Prices in this bid 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 bidder to induce any other person or firm to submit a quote for the purpose of restricting competition.
- c. The person signing this bid certifies that he/she is authorized to represent the company and is legally responsible for the decision as to the price and supporting documentation provided as a result of this advertisement.
- d. Bidder will comply with all Federal regulations, policies, guidelines and requirements.

2. GENERAL INFORMATION

Company Name: _____ Phone: _____

Signatory's Name: _____

Signature & Title: _____
(Date)

Mailing Address: _____

City: _____ State: _____ Zip: _____

Email Address: _____

SSN/Employer Identification Number: _____

2026 BAILEYS TRAIL SYSTEM CONSTRUCTION
REQUEST FOR BIDS
OUTDOOR RECREATION COUNCIL OF APPALACHIA

3. OWNERSHIP AND CONTROL

Quote Provider's Legal Structure: _____

Sole Proprietorship General Partnership Corporation
 Limited Partnership Limited Liability Other: _____

4. TIMELINE

Proposed Construction Start Date: _____

Proposed Construction Completion Date: _____

5. BID TABULATION

The contractor shall price work according to the schedules on the following pages. Separate schedules shall be submitted for each component project. The contractor may bid on a minimum of one and up to five component projects. If contractors would like to be considered for award of the full project scope (5 individual component projects) contractors may also provide the lump sum cost for the full contract.

Unit prices will govern the calculation of project payment. In the case of a change in total project quantities, unit prices will govern.

The Bidder understands ORCA Reserves the right to reject any or all bids and to waive any informalities in the bidding process. ORCA Reserves the right to enter into contract negotiations for up to the full project scope of work depending on funding availability.

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

State Prevailing Wages Rates apply.

2026 BAILEYS TRAIL SYSTEM CONSTRUCTION
REQUEST FOR BIDS
OUTDOOR RECREATION COUNCIL OF APPALACHIA

1. Buchtel Spring Trail Construction

Description	Unit	Unit Cost	Qty.	Subtotal Cost
Natural Surface New Trail Construction - Easy Difficulty	Linear Feet		500	
Boardwalk Construction (materials less fasteners are on site)	Square Feet		275	
Gravel trail boardwalk approaches (South Approach: 10 lin. ft; North Approach: 400 lin ft.)	Linear Feet		410	
Materials: 25 cubic yards TSA	Tons		33	
Materials: 18 cubic yards base	Tons		22	
Fasteners for boardwalk	Lump Sum		1	
Site Cleanup (Including Seeding & Mulching As Needed)	Lump Sum		1	
Mobilization & Access	Lump Sum		1	

Component Project 1 TOTAL: _____

Component Project 1 TOTAL IN WORDS: _____

2026 BAILEYS TRAIL SYSTEM CONSTRUCTION
REQUEST FOR BIDS
OUTDOOR RECREATION COUNCIL OF APPALACHIA

2. Chauncey Depot & Coal Train Trail Gravel Reshape/Rebuild

Description	Unit	Unit Cost	Qty.	Subtotal Cost
Gravel reshaping/rebuilding	Linear feet		3800	
Materials: 230 cubic yards TSA	Tons		300	
Materials: 100 cubic yards base	Tons		120	
Mobilization & Access	Lump Sum		1	

Component Project 2 TOTAL: _____

Component Project 2 TOTAL IN WORDS: _____

3. Blue Devil & Wild Turkey Gravel Reshape/Rebuild

Description	Unit	Unit Cost	Qty.	Subtotal Cost
Gravel reshaping/rebuilding	Linear feet		1500	
Rock Armoring Repair	Linear feet		60	
Materials: 100 cubic yards TSA	Tons		130	
Materials: 30 cubic yards base	Tons		40	
Mobilization & Access	Lump Sum			

Component Project 3 TOTAL: _____

Component Project 3 TOTAL IN WORDS: _____

2026 BAILEYS TRAIL SYSTEM CONSTRUCTION
REQUEST FOR BIDS
OUTDOOR RECREATION COUNCIL OF APPALACHIA

4. Nebo Spirit Trail Reroute

Description	Unit	Unit Cost	Qty.	Subtotal Cost
Natural Surface New Trail Construction - Advanced Difficulty	Linear Feet		2000	
Natural Surface Trail Closure	Linear Feet		2000	
Mobilization & Access	Lump Sum		1	

Component Project 4 TOTAL: _____

Component Project 4 TOTAL IN WORDS: _____

5. NICA Connector Trail Reroute

Description	Unit	Unit Cost	Qty.	Subtotal Cost
Natural Surface New Trail Construction - Easy Difficulty	Linear Feet		2200	
Natural Surface Trail Closure	Linear Feet		1000	
Mobilization & Access	Lump Sum		1	

Component Project 5 TOTAL: _____

Component Project 5 TOTAL IN WORDS: _____

2026 BAILEYS TRAIL SYSTEM CONSTRUCTION
REQUEST FOR BIDS
OUTDOOR RECREATION COUNCIL OF APPALACHIA

THE BIDDER'S TOTALS ABOVE IS HIS TOTAL BID BASED ON HIS UNIT PRICES AND LUMP SUM PRICES AND THE ESTIMATED QUANTITIES SHOWN ON THE PLANS. THIS FIGURE IS FOR INFORMATION ONLY AT THE TIME OF OPENING BIDS. THE OWNER WILL MAKE THE TABULATION FROM THE UNIT PRICES AND LUMP SUM PRICES BID. IF THERE IS AN ERROR IN THE TOTAL BY THE BIDDER, IT SHALL BE CHANGED AS ONLY THE UNIT PRICES AND LUMP SUM PRICES SHALL GOVERN.

FEDERAL I.D. NO.: _____

DUNS I.D. NO.: _____

CONTRACTOR COMPLIANCE CERTIFICATION NO. (IF APPLICABLE):

2026 BAILEYS TRAIL SYSTEM CONSTRUCTION
REQUEST FOR BIDS
OUTDOOR RECREATION COUNCIL OF APPALACHIA

THIS PAGE ONLY IS OPTIONAL

LUMP SUM BID PRICING

The following tabulation shall be used to provide the contractor's total bid if interested in performing the full scope of the project (5 component projects). In the case of an award for all 5 component projects, Mobilization & Access costs on this page will be used.

Check this box if the contractor would only like to be considered for the full scope. This will make the contractor ineligible for individual component project awards.

Description	Unit	Subtotal Cost
Buchtel Spring Trail	Lump Sum Total	
Chauncey Depot Trail	Lump Sum Total	
Blue Devil Trail	Lump Sum Total	
Nebo Spirit Trail	Lump Sum Total	
NICA Connector Trail	Lump Sum Total	
Mobilization & Access**	Lump Sum Total	

Component Projects 1-5 TOTAL: _____

Component Projects 1-5 TOTAL IN WORDS: _____

2026 BAILEYS TRAIL SYSTEM CONSTRUCTION
REQUEST FOR BIDS
OUTDOOR RECREATION COUNCIL OF APPALACHIA

BID ADDENDUM

ADDENDUM No. 001 RECEIVED 2/3/26

ADDENDUM No. 002 RECEIVED 2/3/26

ADDENDUM No. 003 RECEIVED 2/3/26

ADDENDUM No. 004 RECEIVED 2/3/26

Signature

Date

Print Name, Co. Title

2026 BAILEYS TRAIL SYSTEM CONSTRUCTION
REQUEST FOR BIDS
OUTDOOR RECREATION COUNCIL OF APPALACHIA

Bonding and Insurance Requirements

2026 Baileys Trail System Construction

A. Please Attach Proof of Insurance.

Should the total amount of the bid exceed \$50,000, please provide the following:

B. A bid guarantee from each bidder payable to the Outdoor Recreation Council of Appalachia in the form of either:

1. A Bond for the full amount of the Bid, shall be issued by a Surety Company or Corporation licensed in the State of Ohio to provide said surety.
2. A certified check for ten percent of the Bid.
3. A cashier's check for ten percent of the Bid.
4. An irrevocable letter of credit for ten percent of the Bid, only upon prior approval from the Outdoor Recreation Council of Appalachia ORCA.

2026 BAILEYS TRAIL SYSTEM CONSTRUCTION
REQUEST FOR BIDS
OUTDOOR RECREATION COUNCIL OF APPALACHIA

Contractor Qualifications

2026 Baileys Trail System Construction

Please attach appropriate contractor qualifications which includes:

1. **QUALIFICATIONS & REFERENCES:** Please attach appropriate qualifications here including project descriptions and reference contact information for not less than three (3) similar natural surface trail construction projects that include similar specifications and amount of trail constructed to those outlined in this project.
2. **PROJECT APPROACH:** Include proposed construction schedule and approach for each component project, including machines/materials to be utilized, identification and experience of on-site personnel on similar projects with similar machines/materials.

**2026 BAILEYS TRAIL SYSTEM CONSTRUCTION
REQUEST FOR BIDS
OUTDOOR RECREATION COUNCIL OF APPALACHIA**

Bid Guaranty and Contract Bond Forms

2026 Baileys Trail System Construction

(SECTION 153.571 Ohio Revised Code)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned:

(Name and Address)

as Principal and:

(Name of Surety)

as Surety, are hereby held and firmly bound unto the Outdoor Recreation Council of Appalachia as Obligee in the penal sum of the dollar amount of the bid submitted by the Principal to the Obligee to undertake the project known as: 2026 BAILEYS TRAIL SYSTEM CONSTRUCTION

The penal sum referred to herein shall be the dollar amount of the Principal's bid to the Obligee, incorporating any additive or deductive alternate proposals made by the Principal on the date referred to above to the Obligee, which are accepted by the Obligee. In no case shall the penal sum exceed the amount of dollars

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named Principal has submitted a bid on the above referred to project;

2026 BAILEYS TRAIL SYSTEM CONSTRUCTION
REQUEST FOR BIDS
OUTDOOR RECREATION COUNCIL OF APPALACHIA

NOW, THEREFORE, if the Obligee accepts the bid of the Principal and the Principal fails to enter into a proper contract in accordance with bid, plans, details, specifications, and bills of material; and in the event the Principal pays to the Obligee the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid, or the costs, in connection with the resubmission, of printing new contract documents, required advertising and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be null and void, otherwise to remain in full force and effect. If the Obligee accepts the bid of the Principal and the Principal, within ten (10) days after the awarding of the contract, enters into a proper contract in accordance with the bid, plans, details, specifications, and bills of material, which said contract is made a part of this bond the same as though set forth herein; and IF THE SAID Principal shall well and faithfully perform each and every condition of such contract; and indemnify the Obligee against all damage suffered by failure to perform such contract according to the provisions thereof and in accordance with the plans, details, specifications, and bills of material therefore; and shall pay all lawful claims of subcontractors, materialmen, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for benefit of any materialman or laborer having a just claim, as well as for the Obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

THE SAID Surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of said contract or in or to the plans and specifications therefore shall in any way affect the obligations of said Surety on this bond, and it does hereby waive notice of any such modifications, omissions or additions to the term of the contract or to the work or to the specifications.

SIGNED AND SEALED This _____ day of _____, _____.

Principal

By: _____

Title: _____

Surety

2026 BAILEYS TRAIL SYSTEM CONSTRUCTION
REQUEST FOR BIDS
OUTDOOR RECREATION COUNCIL OF APPALACHIA

By: _____
Attorney-in-Fact

Surety Company Address:

Surety Agent's Name and Address:

2026 BAILEYS TRAIL SYSTEM CONSTRUCTION
REQUEST FOR BIDS
OUTDOOR RECREATION COUNCIL OF APPALACHIA

Non-Collusion Affidavit

2026 Baileys Trail System Construction

State of: Ohio

County of: ATHENS

BID Identification: 2026 BAILEYS TRAIL SYSTEM CONSTRUCTION

CONTRACTOR: _____

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

Signed: _____

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

Notary Public

2026 BAILEYS TRAIL SYSTEM CONSTRUCTION
REQUEST FOR BIDS
OUTDOOR RECREATION COUNCIL OF APPALACHIA

My Commission Expires

SEAL

2026 BAILEYS TRAIL SYSTEM CONSTRUCTION
REQUEST FOR BIDS
OUTDOOR RECREATION COUNCIL OF APPALACHIA

**Certification Regarding Debarment, Suspension, And Other
Responsibility Matters Primary Covered Transactions**

2026 Baileys Trail System Construction

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

2026 BAILEYS TRAIL SYSTEM CONSTRUCTION
REQUEST FOR BIDS
OUTDOOR RECREATION COUNCIL OF APPALACHIA

2026 BAILEYS TRAIL SYSTEM CONSTRUCTION

PR/Award Number or Project Name

Name and Title of Authorized Representative

Signature

Date

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

2026 BAILEYS TRAIL SYSTEM CONSTRUCTION
REQUEST FOR BIDS
OUTDOOR RECREATION COUNCIL OF APPALACHIA

Affidavit in Compliance With Equal Employment Opportunity & Non-Discrimination

2026 Baileys Trail System Construction

STATE OF OHIO

COUNTY OF ATHENS, SS: _____

Personally appeared before me the undersigned, as an individual or as a representative of _____ (Name of Entity) for a contract for BAILEYS TRAIL CONSTRUCTION: APPALACHIAN COMMUNITY GRANT PROGRAM (Type of Product or Service) to be let by the County of ATHENS, who, being duly cautioned and sworn, makes the following statement with respect to Equal Employment Opportunity & Non-Discrimination compliance, and further states that the undersigned has the authority to make the following representation on behalf of himself or of the business entity and will comply with requirements:

- Contractors and/or Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age, military status or ancestry, veteran status, or any other factor specified in Section 125.111 of the Ohio Revised Code, in the Civil Right Act of 1964, as amended, or in section 504 of the Rehabilitation Act of 1973, as amended, and in any subsequent legislation pertaining to civil rights. Contractor and /or Subcontractor shall ensure that applicants for employment are considered for employment, and that employees are treated during employment, without regard to the aforementioned factors.
- Contractors and/or Subcontractors shall also comply with additional statutes and regulations prohibiting discrimination applicable to the award of Grant Funds under this Agreement include, without limitation, each of the following:
 - a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - b. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

2026 BAILEYS TRAIL SYSTEM CONSTRUCTION
REQUEST FOR BIDS
OUTDOOR RECREATION COUNCIL OF APPALACHIA

- c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
- d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
- e. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

Signature

Title

Sworn to before me and subscribed in my presence this _____ day of _____, _____.

Notary Public

My Commission Expires

SEAL

2026 BAILEYS TRAIL SYSTEM CONSTRUCTION
REQUEST FOR BIDS
OUTDOOR RECREATION COUNCIL OF APPALACHIA

Affidavit in Compliance With Section 3517.13 Of The Ohio Revised Code

2026 Baileys Trail System Construction

STATE OF OHIO

COUNTY OF ATHENS, SS: _____

Personally appeared before me the undersigned, as an individual or as a representative of _____ (Name of Entity) for a contract for 2026 BAILEYS TRAIL SYSTEM CONSTRUCTION (Type of Product or Service) to be let by the County of ATHENS, who, being duly cautioned and sworn, makes the following statement with respect to prohibited activities constituting a conflict of interest or other violations under Ohio Revised Code Section 3517.13, and further states that the undersigned has the authority to make the following representation on behalf of himself or of the business entity:

- That none of the following has individually made within the two previous calendar years and that, if awarded a contract for the purchase of goods or services in excess of \$500.00, none of the following individually will make, beginning on the date the contract is awarded and extending until one year following the conclusion of the contract, as an individual, one or more campaign contributions totaling in excess of \$1,000.00, to any member of the ATHENS, County Board of Commissioners or their individual campaign committees:
 - a. myself;
 - b. any partner or owner or shareholder of the partnership (if applicable);
 - c. any owner of more than 20% of the corporation or business trust (if applicable);
 - d. each spouse of any person identified in (a) through (c) of this section;
 - e. each child seven years of age to seventeen years of age of any person identified in divisions (a) through (c) of this section (only applicable to contributions made on or after January 1, 2007).
- That none of the following have collectively made since January 1, 2007 and that, if awarded a contract for the purchase of goods or services in excess of \$500.00, none of the following collectively will make, beginning on the date the contract is awarded and extending until one year following the conclusion of the contract, one or more campaign contributions totaling in excess of \$2,000.00, to any member of the ATHENS County Board of Commissioners or their individual campaign committees:
 - a. myself;
 - b. any partner or owner or shareholder of the partnership (if applicable);

2026 BAILEYS TRAIL SYSTEM CONSTRUCTION
REQUEST FOR BIDS
OUTDOOR RECREATION COUNCIL OF APPALACHIA

- c. any owner of more than 20% of the corporation or business trust (if applicable);
- d. each spouse of any person identified in (a) through (c) of this section;
- e. each child seven years of age to seventeen years of age of any person identified in divisions (a) through (c) of this section (only applicable to contributions made on or after January 1, 2007).

Signature

Title

Sworn to before me and subscribed in my presence this _____ day of _____, _____.

Notary Public

My Commission Expires

SEAL

2026 BAILEYS TRAIL SYSTEM CONSTRUCTION
REQUEST FOR BIDS
OUTDOOR RECREATION COUNCIL OF APPALACHIA

Additional Certifications

2026 Baileys Trail System Construction

Project Name: 2026 BAILEYS TRAIL SYSTEM CONSTRUCTION

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

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

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

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

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

I certify that my company maintains a drug free workplace.

Name and Title of Authorized Representative

Signature & Date

Sales and Use Tax Contractor's Exemption Certificate

Identification of Contract:

Contractee's (owner's) name _____

Exact location of job/project _____

Name of job/project as it appears
on contract documentation _____

The undersigned hereby certifies that the tangible personal property purchased under this exemption certificate is
purchased exempt of the tax:

Vendor's name _____

for incorporation into:

<input type="checkbox"/>	A building used exclusively for charitable purposes by a nonprofit organization operated exclusively for charitable purposes as defined in Ohio Revised Code (R.C.) section 5739.02(B)(12);	<input type="checkbox"/>	Real property that is owned, or will be accepted for ownership at the time of completion, by the United States government, its agencies, the state of Ohio or an Ohio political subdivision;
<input type="checkbox"/>	A horticulture structure or livestock structure for a person engaged in the business of horticulture or producing livestock;	<input type="checkbox"/>	Real property under a construction contract with the United States government, its agencies, the state of Ohio, or an Ohio political subdivision;
<input type="checkbox"/>	The construction or improvement of a sports facility under R.C. section 307.696;	<input type="checkbox"/>	A building under a construction contract with an organization exempt from taxation under section 501(c) (3) of the Internal Revenue Code of 1986 when the building is to be used exclusively for the organization's exempt purposes;
<input type="checkbox"/>	A hospital facility entitled to exemption under R.C. section 140.08;	<input type="checkbox"/>	A house of public worship or religious education;
<input type="checkbox"/>	A computer data center entitled to exemption under R.C. 122.175; ___ % exempt per OH Dept. of Development	<input type="checkbox"/>	Building and construction materials and services sold for incorporation into real property comprising a convention center that qualifies for property tax exemption under R.C. 5709.084 (until one calendar year after the construction is completed).
<input type="checkbox"/>	A megaproject entitled to exemption as described in R.C. 5739.02(B)(13).		
<input type="checkbox"/>	Real property outside this state if such materials and services, when sold to a construction contractor in the state in which the real property is located for incorporation into real property in that state, would be exempt from a tax on sales levied by that state;		

This certificate may be used by a contractee or subcontractor when buying materials for a construction contract where the owner/contractee has claimed one of the above exemptions. This certificate covers all sales of materials by the above-named vendor to the contractor or subcontractor for this particular construction contract only.

Contractor/subcontractor

Name _____

Signed by _____

Title _____

Street address _____

City, state, ZIP code _____

Date _____



Ohio Department of Public Safety

Division of Homeland Security

<http://www.homelandsecurity.ohio.gov>

PUBLIC EMPLOYMENT

In accordance with section 2909.34 of the Ohio Revised Code

DECLARATION REGARDING MATERIAL ASSISTANCE/NONASSISTANCE TO A TERRORIST ORGANIZATION

This form serves as a declaration of the provision of material assistance to a terrorist organization or organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List (see the Ohio Homeland Security Division website for a reference copy of the Terrorist Exclusion List).

Any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided. Failure to disclose the provision of material assistance to such an organization or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree.

For the purposes of this declaration, "material support or resources" means currency, payment instruments, other financial securities, funds, transfer of funds, and financial services that are in excess of one hundred dollars, as well as communications, lodging, training, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.

LAST NAME	FIRST NAME		MIDDLE INITIAL
HOME ADDRESS			
CITY	STATE	ZIP	COUNTY
HOME PHONE	WORK PHONE		

DECLARATION

In accordance with division (A)(2)(b) of section 2909.32 of the Ohio Revised Code

For each question, indicate either "yes," or "no" in the space provided. Responses must be truthful to the best of your knowledge.

1. Are you a member of an organization on the U.S. Department of State Terrorist Exclusion List?
 Yes No
2. Have you used any position of prominence you have with any country to persuade others to support an organization on the U.S. Department of State Terrorist Exclusion List?
 Yes No
3. Have you knowingly solicited funds or other things of value for an organization on the U.S. Department of State Terrorist Exclusion List?
 Yes No

PUBLIC EMPLOYMENT - CONTINUED

4. Have you solicited any individual for membership in an organization on the U.S. Department of State Terrorist Exclusion List?
 Yes No
5. Have you committed an act that you know, or reasonably should have known, affords "material support or resources" to an organization on the U.S. Department of State Terrorist Exclusion List?
 Yes No
6. Have you hired or compensated a person you knew to be a member of an organization on the U.S. Department of State Terrorist Exclusion List, or a person you knew to be engaged in planning, assisting, or carrying out an act of terrorism?
 Yes No

In the event of a denial of public employment due to a positive indication that material assistance has been provided to a terrorist organization, or an organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List, a review of the denial may be requested. The request must be sent to the Ohio Department of Public Safety's Division of Homeland Security. The request forms and instructions for filing can be found on the Ohio Homeland Security Division website.

CERTIFICATION

I hereby certify that the answers I have made to all of the questions on this declaration are true to the best of my knowledge. I understand that if this declaration is not completed in its entirety, it will not be processed and I will be automatically disqualified. I understand that I am responsible for the correctness of this declaration. I understand that failure to disclose the provision of material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List, or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree. I understand that any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided by myself or my organization.

X

Signature

Date

Request for Taxpayer**Identification Number and Certification**Go to www.irs.gov/FormW9 for instructions and the latest information.Give form to the
requester. Do not
send to the IRS.**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)							
	2 Business name/disregarded entity name, if different from above.							
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.							
	<input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate							
	<input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____							
	Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.							
	<input type="checkbox"/> Other (see instructions) _____							
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions _____							
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. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number		
<input type="text"/>	<input type="text"/>	<input type="text"/>
-		
<input type="text"/>	<input type="text"/>	<input type="text"/>
-		
or		
Employer identification number		
<input type="text"/>	<input type="text"/>	<input type="text"/>
-		
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

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
--------------	-----------------------------	------

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.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

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-NEC (nonemployee compensation).
- 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), and 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.

Caution: If you don't 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; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. 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).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

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

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

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 (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

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 their 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 their 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, but are not limited to, 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, as described in item 4 under "By signing the filled-out form" 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.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. 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 are no longer 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.

• **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 for 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 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or “doing business as” (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** 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.

• **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. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner’s name on line 1. The name of the owner 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. 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, enter it on line 2.

Line 3a

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

IF the entity/individual on line 1 is a(n) ...	THEN check the box for ...
• Corporation	Corporation.
• Individual or	Individual/sole proprietor.
• Sole proprietorship	
• LLC classified as a partnership for U.S. federal tax purposes or	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

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 on 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 territory, 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 territory.

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 as defined under section 581.

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 Information, 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) entered 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 territory, 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, enter "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 ITIN. Enter it in the entry space for the Social security number. 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). 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 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/EIN. 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 Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "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, you will generally 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. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

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 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
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 Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (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 on line 1, and enter your business or DBA name, if any, on line 2. 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.)

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

****** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

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 return 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 a questionable credit report, contact the IRS Identity Theft Hotline at 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 877-777-4778 or TTY/TDD 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 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.

Go to 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 territories for use in administering their laws. The information may also 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, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

2026 BAILEYS TRAIL SYSTEM CONSTRUCTION
REQUEST FOR BIDS
OUTDOOR RECREATION COUNCIL OF APPALACHIA

IV. PROJECT SPECIFICATIONS

2026 BAILEYS TRAIL SYSTEM CONSTRUCTION
REQUEST FOR BIDS
OUTDOOR RECREATION COUNCIL OF APPALACHIA

Project Specifications

2026 Baileys Trail System Construction

Division 1 - General Requirements

Section 1.1 Project Location

The work is located on land owned by the United States Department of Agriculture - Wayne National Forest. This project is located on the Athens Unit of the Athens Ranger District of the Wayne National Forest. The Baileys Trail System is managed by the ORCA.

Section 1.2 Description of Work

This project is for trail construction, reroute, and rehabilitation services, including the following:

1. Final design, construction, and restoration, including all required tread materials. Furnish all labor, materials, equipment, tools, supplies, supervision, transportation, and all incidentals necessary to perform all of the work required as shown in the Specifications and in acceptable conformity with the lines, grades, design, and dimensions shown in the project site plans.
2. This work shall be completed in a safe and conscientious manner and in accordance with Division 3 - Construction Specifications, Attachment A. Trail Specifications, Attachment B. Maps, & Attachment C. Clean Air and Federal Water Pollution Control Act.

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

Section 1.3 Layout

Layout of the center of a 100-foot wide trail corridor has been completed and flagged. The contractor shall place and establish stakes and markers as may be necessary for control and guidance of the construction operation and shall be responsible for all measurements that may be required for the execution of the work. The Owner's Representative shall approve all proposed, final locations of culverts, technical trail features, and rock armored trail tread. Construction shall take place within designated boundaries determined by the land manager. See Section 1.10 NEPA COMPLIANCE AND FOREST SERVICE COORDINATION.

Section 1.4 Materials

Contractor will be required to procure materials as per the Construction Documents. Materials as used in these specifications shall mean equipment, machinery, product, component or any other item to be incorporated in the work. Materials furnished by the Contractor shall be of the type and quality described in these specifications. Before performing any work or ordering any

2026 BAILEYS TRAIL SYSTEM CONSTRUCTION
REQUEST FOR BIDS
OUTDOOR RECREATION COUNCIL OF APPALACHIA

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

Substitute materials may be used, provided no substitute materials shall be used without prior written approval by the Owner's Representative and Wayne National Forest. Sufficient documentation must be provided in ample time for review by the Owner's Representative. The Owner's Representative determination as to whether substitution will be permitted will be final and conclusive. Contractor must not assume that substitutions will be granted.

Cost of delays because of non-availability of specified items when such delays could have been avoided by the Contractor, shall not be borne by the ORCA.

Section 1.5 Access and Haul Routes

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

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

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

Section 1.6 Power and Water

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

Section 1.7 Staging Area

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

Section 1.8 Preservation of Vegetation

The Contractor shall exercise care to preserve the natural landscape, including trees and shrubs, and shall conduct construction operations so as to prevent any unnecessary destruction, scarring, or defacing of the natural surroundings in the vicinity of the work. Except where clearing is

2026 BAILEYS TRAIL SYSTEM CONSTRUCTION
REQUEST FOR BIDS
OUTDOOR RECREATION COUNCIL OF APPALACHIA

required for permanent works or excavation operations, all trees, native shrubbery, and vegetation, shall be preserved and protected from damage by the Contractor's construction operations and equipment.

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

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

Section 1.9 Clean-Up

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

Any vandalism is the responsibility of the contractor until the project is accepted by the ORCA. The contractor will place signage at access points and adjacent to the project site during and throughout construction.

Section 1.10 NEPA Compliance & Forest Service Coordination

The following action items shall be taken by means of coordinating with Forest Service Personnel to ensure compliance with the National Environmental Protection Act (NEPA):

- A. Forest Service personnel will attend the pre-construction meeting to review specifications and mitigations as identified in the NEPA analysis and survey outcomes.
- B. Forest Service personnel will field verify (on-the-ground) trail corridors prior to construction.
 - a. Trail center lines are marked to a standard that line of sight between markers is present.
 - b. Trail corridor construction widths are identified and communicated to contractors prior to the start of each week of construction.
 - c. Regular (no less than at least once per week) un-scheduled inspections are conducted.
- C. Forest Service personnel will ensure contractors cease construction if deviations from the approved corridor are expected.
- D. If construction occurs outside the approved corridor, the contractor will be in breach of the contract and the contract will be terminated.

2026 BAILEYS TRAIL SYSTEM CONSTRUCTION
REQUEST FOR BIDS
OUTDOOR RECREATION COUNCIL OF APPALACHIA

- E. If the contractor sees a need to deviate from the approved/surveyed corridor, work must cease, and coordination must occur with the Forest Service. Additional surveys may be required. Not all re-routes will be possible based on protection needs for other resources.
 - a. Needs for additional surveys cannot always be accommodated in a timely manner, so requests to re-route the trail corridor should be limited.

Section 1.11 Guarantee and Warranty

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

Division 2 - Earthwork

Section 2.1 General

All costs for earthwork of this project; excavation, stripping and backfilling, are considered subsidiary to the installation of natural surface trail and associated costs are to be included with the associated bid items, not to be paid separately. Bidders and the Contractor shall assume all responsibility for deductions and conclusions as to the nature of the materials to be excavated and the difficulties of making and maintaining the required excavations. Excavation shall be made to the lines, grades and dimensions prescribed in the various paragraphs of these specifications and as shown on the drawings. No excavation shall be made in frozen materials without written approval from the Owner's Representative.

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

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

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

Section 2.2 Excavation For Drainage

The Contractor shall perform excavation for the drainage, and as may be instructed by the Owner's Representative. The drainage channels shall have side slopes and bottom widths to conform to the topographic and hydraulic conditions to be met.

2026 BAILEYS TRAIL SYSTEM CONSTRUCTION
REQUEST FOR BIDS
OUTDOOR RECREATION COUNCIL OF APPALACHIA

Section 2.3 Backfill

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

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

Division 3 - Construction Specifications

Project Scope

The project scope is broken up into 5 component projects. The contractor shall offer bid pricing for each project individually. The Owner reserves the right to award any combination of component projects to one or multiple contractors. *A contractor does not need to bid on all projects to submit a bid.*

The project work must be completed by **May 31, 2026**.

The project scope includes completion of an on-site investigation of existing conditions, furnishing all labor, equipment, supplies and materials in performing all operations necessary for the completion of component projects, which include:

1. Buchtel Spring Trail Construction
 - e. 500 Linear Feet of New Trail Construction - Easy Difficulty
 - f. 275 Square Feet of Boardwalk Construction (materials less fasteners are on site)
 - g. 410 linear feet of gravel boardwalk approaches
 - h. Materials: boardwalk fasteners, 25 cubic yards TSA, 18 cubic yards base
2. Chauncey Depot & Coal Train Trail Gravel Reshape/Rebuild
 - c. 3800 linear ft. of gravel reshaping/rebuilding
 - d. Materials: 230 cubic yards TSA and 100 cubic yards base
3. Blue Devil & Wild Turkey Gravel Reshape/Rebuild
 - d. 1500 linear ft. of gravel reshaping/rebuilding
 - e. 60 linear feet of rock armoring repair
 - f. Materials: 100 cubic yards TSA and 30 cubic yards base
4. Nebo Spirit Trail Reroute
 - c. 2000 linear ft. of new trail
 - d. 2000 linear ft. of trail closure

2026 BAILEYS TRAIL SYSTEM CONSTRUCTION
REQUEST FOR BIDS
OUTDOOR RECREATION COUNCIL OF APPALACHIA

5. NICA Connector Trail Reroute
 - c. 2200 linear ft. of new trail
 - d. 1000 linear ft. of trail closure

Project Specifications

Please review the following attachments in detail for construction specifications:

Attachment A.1 Boardwalk Specifications

Attachment A.2 Baileys Tract Trail Specifications

Attachment A.3 Wayne National Forest Standards for Baileys Tract

Attachment A.4 Baileys Trail System Construction Documents

2026 BAILEYS TRAIL SYSTEM CONSTRUCTION
REQUEST FOR BIDS
OUTDOOR RECREATION COUNCIL OF APPALACHIA

V. GENERAL PROVISIONS

2026 BAILEYS TRAIL SYSTEM CONSTRUCTION
REQUEST FOR BIDS
OUTDOOR RECREATION COUNCIL OF APPALACHIA

General Provisions

2026 Baileys Trail System Construction

Article 1 - Contract and Contract Documents

- A. The project to be constructed pursuant to this contract will be financed with assistance from the American Recovery Plan Act Funding and is subject to all applicable Federal laws and regulations.
- B. 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.
- C. The Scope, Specifications and Addenda 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.

Article 2 - Performance and Payment Bonds

Simultaneously with his/her delivery of the executed contract, the Contractor shall furnish a surety bond or bonds as security for faithful performance of this contract and for the payment of all persons performing labor on the project under this Contract and furnishing materials in connection with this contract, as specified in the General Conditions included herein. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner. The bond shall be for 100 percent of the contract price. A Payment Bond and Performance Bond are required per regulations below:

A state or local unit of government receiving a grant from the Federal government which requires contracting for construction of facility improvement shall follow its own requirement relating to bid guarantees, performance bonds, and payment bonds, except for contracts or subcontracts exceeding \$100,000.00. For contracts or subcontracts exceeding \$100,000.00, the Federal agency may accept the bonding policy requirement of the grantee provided the Federal agency has made a determination that the Government's interest is adequately protected. If such a determination has not been made, the minimum requirements shall be as follows:

- A. *A bid guarantee from each bidder equivalent to ten percent of the proposal price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a proposal as assurance that the bidder will, upon acceptance of his/her proposal, execute such contractual documents as may be required within the time specified.*

2026 BAILEYS TRAIL SYSTEM CONSTRUCTION
REQUEST FOR BIDS
OUTDOOR RECREATION COUNCIL OF APPALACHIA

- B. A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.*
- C. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.*

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney. Under certain conditions, and within the limits of State and local laws and regulations, the Owner may waive the requirement that the Payment and Performance Bond be underwritten by a surety company and may authorize in lieu thereof, a personal bond backed by a letter of credit from a local lending institution for the full value of the Contract.

Article 3 - Wage Rates

In the event that the rate of wages paid for any trade or occupant in the locality where such work is being performed are under current collective agreements or understandings between bona fide organizations of labor and employer, then the wages to be paid shall be not less than such agreed wage rates, nor less than the minimum rates compiled by the Federal Labor Standard Provision. A copy of these prevailing rates of wages has been included in these specifications.

Every Contractor and Subcontractor who is subject to this contract shall, as soon as he/she begins performance under his/her contract with the Owner, supply the Owner a schedule of dates on which he/she is required to pay wages to employees. He/She shall also deliver to the prevailing wage coordinator within three weeks after each pay date, a certified copy of his/her payroll which shall exhibit for each employee paid any wages, name, current address, social security number, number of hours worked each day of the pay period and total for each week, hourly rate of pay, job classification, fringe payments, and deductions from wages. The certification of each payroll shall be executed by the Contractor, Subcontractor, or duly appointed agent thereof and shall recite that the payroll is correct and complete and that the wage rate shown is not less than those required by the contract. Insofar as possible, ***local labor shall be employed on this work.***

Article 4 - Affirmative Action and Non-Discrimination

Each bidder, Contractor, and/or Subcontractor, must fully comply with either Part 1 or Part 11, as applicable, of Executive Order 11246 as stated during the performance of this contract or subcontract. The Contractor commits itself to the goals for minority manpower utilization in either Part 1 or Part 11, as applicable, and all other requirements, terms and conditions of those proposal conditions by submitting a properly signed bid.

The Contractor shall appoint a company executive to assume the responsibility for the implementation of the requirements, terms and conditions of these bid conditions.

2026 BAILEYS TRAIL SYSTEM CONSTRUCTION
REQUEST FOR BIDS
OUTDOOR RECREATION COUNCIL OF APPALACHIA

The Contractor and/or Subcontractor shall make a good faith effort to employ minority persons in the completion and operation of the Project in the same percentage as the average percentage of minority persons who reside in the county.

The Contractor and/or Subcontractor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

Article 5 - 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 Owner, nor shall the Contractor allow any Subcontractor to commence work on his subcontract until all similar insurance required of the Subcontractor has been so obtained and approved. Approval of the insurance by the Owner shall not relieve or decrease the liability of the Contractor hereunder.
- B. The Contractor shall file with the Owner all Certificate(s) of Insurance as are necessary to document the insurance coverage required hereunder, subject to the approval of the Owner and receipt of any additional forms/documentation requested, prior to final execution of the Agreement Contract and issuance of the Notice to Proceed.
- C. Worker's Compensation
 - a) All contractors and subcontractors shall acquire and maintain, during the term of the Contract, Worker's Compensation insurance in full compliance with the laws of the State of Ohio.
- D. Contractor's Liability Insurance
 - a) The Contractor shall acquire and maintain during the term of the Contract Bodily Injury and Property Damage Liability Insurance under a standard Comprehensive General/Automobile Liability Policy which shall provide and include coverage on all Contractor's Operations, Contractor's Protective (Sublet) Liability, Contractual Liability, Completed Operations Liability, Owned Automobiles and Non-owned and Hired Automobiles.
 - b) Property Damage Liability Insurance shall be provided on any demolition, blasting, excavating, shoring or similar operation on an "if any"; basis.
 - c) Bodily Injury Liability limits shall be for an amount of no less than Two Hundred Fifty Thousand (\$250,000) Dollars for injuries, including wrongful death to any

2026 BAILEYS TRAIL SYSTEM CONSTRUCTION
REQUEST FOR BIDS
OUTDOOR RECREATION COUNCIL OF APPALACHIA

one person and subject to the same limit for each person, in an amount of not less than Five Hundred Thousand (\$500,000) Dollars on the account of any one occurrence.

- d) Property Damage Liability insurance shall be in an amount of not less than One Hundred Thousand (\$100,000) per occurrence. General Liability shall be extended to provide "Broad Form Property Damage Liability" and in an amount of not less than One Million (\$1,000,000) Dollars aggregate for damage on account of all occurrences.
- e) Any combination of underlying Comprehensive General/Automobile Liability coverage with Umbrella/Excess Liability coverage which provides no less than One Million (\$1,000,000) Dollars Single Limit Bodily Injury and Property Damage Liability Insurance for the Contractor will also be acceptable.
- f) The Owner may adjust the liability limits to coincide with local government procurement policies and practice within the limits of state and local law.
- g) The Owner, its members, officers, agents, representatives, consultants, and employees shall be named as additional insureds on all liability policies.

E. Builder's Risk Insurance

- a) Each Contractor shall maintain insurance from loss incurred by fire, lightning, extended coverage hazards, vandalism, theft, explosion and malicious mischief in the full amount of the Contract and such insurance shall cover all labor and material connected with the work, including materials delivered to the site, but not yet installed. This insurance shall be project specific and valued in the full amount of the contract.

F. The Policies as listed above shall all contain all the following special provisions:

- a) The Contractor shall maintain all required insurance throughout the term of the Contract and for a period of not less than two (2) years after final completion and acceptance of the Work.
- b) The Company agrees that thirty (30) days prior to cancellation or reduction of the insurance afforded by this policy with respect to the Contract involved, written notice will be mailed to ORCA.
- c) The maintenance of such insurance as outlined herein shall in no way constitute a waiver of legal liability for damage to any adjoining buildings or their contents or the work and property of others on the site beyond the limits of insurance thus maintained. The Contractor shall hold the Owner free and harmless from any injury and damage resulting from the negligent or faulty performance of the Contract by the Contractor or by his/her Subcontractors.
- d) Each Contractor shall hold the Owner harmless from all payments for patents, either as royalty or otherwise, in the use of materials, methods, appliances, etc., that he may be in any way involved in or connected with any part of his work or the work of his Subcontractors.

2026 BAILEYS TRAIL SYSTEM CONSTRUCTION
REQUEST FOR BIDS
OUTDOOR RECREATION COUNCIL OF APPALACHIA

Article 6 - Safety

- A. The Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
 - 1. All employees on the Work and other persons who may be affected thereby;
 - 2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and
 - 3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
- B. The Contractor will erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety protection. He/She will notify owners of adjacent utilities when prosecution of the work may affect them.
- C. The Contractor shall comply with the safety standards guidelines provisions of applicable laws, building and construction codes as well as the requirements of the Occupational Safety and Health Act of 1970, and the requirements of Title 29 of the Code of Federal Regulations. The Chapter shall also comply with Chapter 4104.9-2 of the Ohio Revised Code prohibiting the Employment of Minors in Occupations Hazardous or Detrimental to their health and OSHA Part 1926, Safety and Health Regulations for Construction.
- D. The Contractor shall maintain at his/her office or other well-known place at the job site, all articles necessary for giving first aid to the injured, and shall make standing arrangements for the immediate removal to a hospital or a doctor's car of persons (including employees) who may be injured at the job site. In no case shall employees be permitted to work at a job site before the employer has made a standing arrangement for removal of injured persons to a hospital or a doctor's care. The Contractor shall designate a responsible representative on-site at all times who is the Contractor's safety representative and who has authority to act on behalf of the Contractor in safety matters.
- E. Lights, signs and barricades shall be used to maintain traffic and safety for vehicular and pedestrian traffic during the course of this contract in accordance with the specifications.

Article 7 - Permits

- A. The Contractor shall secure and pay for all permits, fees, licenses and inspections necessary for the proper execution and completion of the Work that are legally required at the time the bids are received, unless otherwise specified.
- B. The Contractor shall comply with all laws, ordinances, rules, regulations and orders of any public authority having jurisdiction over the Work.

2026 BAILEYS TRAIL SYSTEM CONSTRUCTION
REQUEST FOR BIDS
OUTDOOR RECREATION COUNCIL OF APPALACHIA

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

Article 8 - Supervision

A. The Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. The Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction. The Contractor shall employ only competent and qualified personnel, and at all times keep a competent superintendent and any necessary assistants on the Work. The superintendent shall not be replaced without prior written notice to the Owner except under extraordinary circumstances. The Contractor shall be present on the work site at all times when work is in progress, or shall have a designated representative with full authority to act on behalf of the Contractor.

B. The Owner and its representative will, at all times, have access to the work. In addition, authorized representatives and agents of any participating federal or state agency shall be permitted to inspect all work, materials, and payrolls, records of personnel, invoices of materials, and other relevant data and records. The Contractor will provide proper facilities for such access and observation of the work and also for any inspection or testing thereof.

Article 9 - Claims Against Contractor

The Contractor shall indemnify and save the Owner or the Owner's agents harmless from all claims growing out of the lawful demands of Subcontractor's laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the work. The Contractor shall, at the Owner's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the Contractor fails to do so, the Owner, may, after having notified the Contractor, wither pay unpaid bills or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of the Contract Documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the Owner to either the Contractor, his Surety, or any third party. In paying any unpaid bills of the Contractor, any payment so made by the Owner shall be considered as a payment made under the Contract Documents by the Owner to the Contractor and the Owner shall not be liable to the contractor for any such payments in good faith.

Article 10 - Subcontracting

2026 BAILEYS TRAIL SYSTEM CONSTRUCTION
REQUEST FOR BIDS
OUTDOOR RECREATION COUNCIL OF APPALACHIA

- A. Neither the Contractor nor the Owner shall sell, transfer, assign, or otherwise dispose of his right, title, or interest therein, or his obligations thereunder.
- B. The Contractor shall not sublet, sell, transfer or assign any portion of the contract without written consent of the Owner or his/her designated agent. When such consent is given, the Contractor will be permitted to sublet a portion thereof, but shall perform with his/her own organization, work amounting to no less than fifty percent of the total contract cost, except that any item designated in the contract before computing the amount of work required to be performed by the Contractor with his/her own organization. No subcontract, or transfer of contract, shall in any way release the Contractor of his/her liability under the contract and bonds.
- C. The Contractor shall not award work to Subcontractor(s) without prior written approval of the Owner, after verification by the Ohio Department of Development of the subcontractor's current eligibility status, and after submission of all certifications as required in CALL FOR BIDS. The Contractor shall be fully responsible to the Owner for the acts and omissions of the subcontractor(s), and of the persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him/her.

Article 11 - Change of Work

- A. The Owner, without invalidating the Contract, may order changes in the Work consisting of additions, deletions or other revisions within the general scope of the Contract, and the Contract Price and Contract Time shall be adjusted accordingly.
- B. All changes in the Work shall be authorized by written Change Order signed by the Owner and Contractor.
- C. The cost or credit to the Owner resulting from a change in the Work shall be determined by one or more of the following methods: mutual acceptance of a lump sum, unit prices stated in the Contract Documents or subsequently agreed upon, or cost plus a fixed or percentage fee.
- D. If the Owner and Contractor cannot agree on the amount of the adjustment in Contract Price or Contract Time, the Owner shall make a determination, and the Contractor shall proceed with the Work. Claims arising from such determination shall be resolved in accordance with the Contract Documents.

Article 12 - Time

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

2026 BAILEYS TRAIL SYSTEM CONSTRUCTION
REQUEST FOR BIDS
OUTDOOR RECREATION COUNCIL OF APPALACHIA

discuss the nature and location of the work and the general and local conditions of the site by visiting the site and becoming thoroughly familiar with the sites.

- C. The Work shall be completed by **May 31, 2026**. In the event that all work is not completed by **May 31, 2026** the ORCA will assess three hundred dollars (\$300.00) per working day, not as a penalty, but as liquidated damages to the ORCA. The liquidated damages assessment for non-completion by the time specified will be computed beginning the day following the first working day specified for completion and continuing each and every working day until all items shown on the proposal are completed. If it is necessary to apply this assessment, the total amount of such damages will be deducted from the final voucher drawn in payment for the contract.
- D. The concept of the work is to start and to progress without interruption until the job is complete. Bidders shall understand that if circumstances arise that a contract extension is needed, one shall be granted due to inclement weather, acts of God, and acts beyond the control of the Contractor, such as strikes, fire, lockouts, and unusual delays in shipment, then the Contract Time may be extended by Change Order for such reasonable time as the Owner may determine. Time extensions shall be requested in writing within two weeks of the occurrence. The Owner's Representative and the Contractor shall mutually agree on a reasonable extension of time.

Article 13 - Completion of Work

- A. When the Contractor considers that the Work, or a designated portion thereof which is acceptable to the Owner, is substantially complete, the Contractor shall prepare and submit to the Owner a list of items to be completed or corrected.
- B. When the Owner determines that the Work is substantially complete, the Owner will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion and shall state the responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance.
- C. Upon receipt of written notice from the Contractor that the Work is ready for final inspection and acceptance, the Owner will make such inspection.
- D. When the Owner determines that the Work is acceptable under the Contract Documents, the Owner will issue a final Certificate of Payment.

Article 14 - Termination

- A. The Owner may terminate the Contract if the Contractor refuses or fails to prosecute the Work, or any separable part thereof, with such diligence as will insure its completion within the time specified in the Contract Documents, or fails to complete the Work within such time.
- B. The Owner may, without cause, order the Contractor to stop work, or any portion thereof, and terminate the Contract. In such event, the Contractor shall be paid for all work executed and for any proven loss sustained upon any plant or materials.

2026 BAILEYS TRAIL SYSTEM CONSTRUCTION
REQUEST FOR BIDS
OUTDOOR RECREATION COUNCIL OF APPALACHIA

C. The Contractor may terminate the Contract if the Work is stopped for a period of ninety (90) days through no act or fault of the Contractor or a Subcontractor for reasons including, but not limited to, issuance of a court order or other governmental action.

Article 15 - Payment

Payment shall be for each project completed and in place as per the bid schedule, for which price and payment shall be full compensation for all materials, labor, installation, transportation, and any other incidentals necessary to complete the project according to the specifications and drawings.

The amount of funds available on this project is a set amount and cannot be overrun. If the total amount exceeds the monies available, the scope of the contract will be reduced to an amount of the bid necessary to commensurate to funding available. Should the amount decreased exceed twenty-five percent (25%) of the total bid, new unit prices can be negotiated by ORCA and the lowest responsible bidder.

- A. Payment will be based on a monthly total of work completed, trail completion will be measured by rolling wheel by the Owner's Representative in the presence of Contractor. Applications shall be submitted in accordance with the approved schedule of values.
- B. The Owner will provide payment within 30 days of complete invoice approval and provision of applicable prevailing wage reports, less retainage of ten percent (10%).
- C. Upon Substantial Completion of the Work, the Owner may release the retainage, or a portion thereof, as determined appropriate by the Owner.
- D. Final payment shall be made within thirty (30) days after the Work is fully completed and accepted, subject to the following conditions:
 1. Submission of a proper final Application for Payment
 2. Delivery of a complete release of liens or a satisfactory bond to indemnify against any lien
 3. Delivery of consent of surety to final payment
 4. Submission of all required certifications, warranties, and documentation
 5. Provision of all required certified payroll records and prevailing wage documentation

2026 BAILEYS TRAIL SYSTEM CONSTRUCTION
REQUEST FOR BIDS
OUTDOOR RECREATION COUNCIL OF APPALACHIA

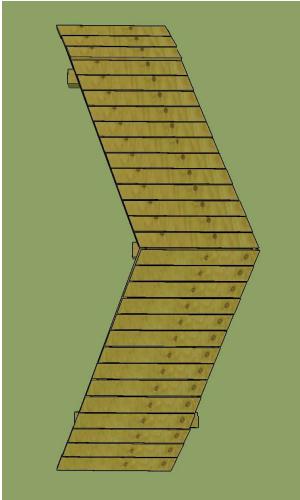
**ATTACHMENT A. TRAIL
SPECIFICATIONS**

This Attachment includes the following:

- A.1 Boardwalk Specifications
- A.2 Baileys Tract Trail Specifications
- A.3 Wayne National Forest Standards for Baileys Tract
- A.4 Baileys Trail System Construction Documents

Details 2. Puncheon and Bridge

Top View



Bottom View

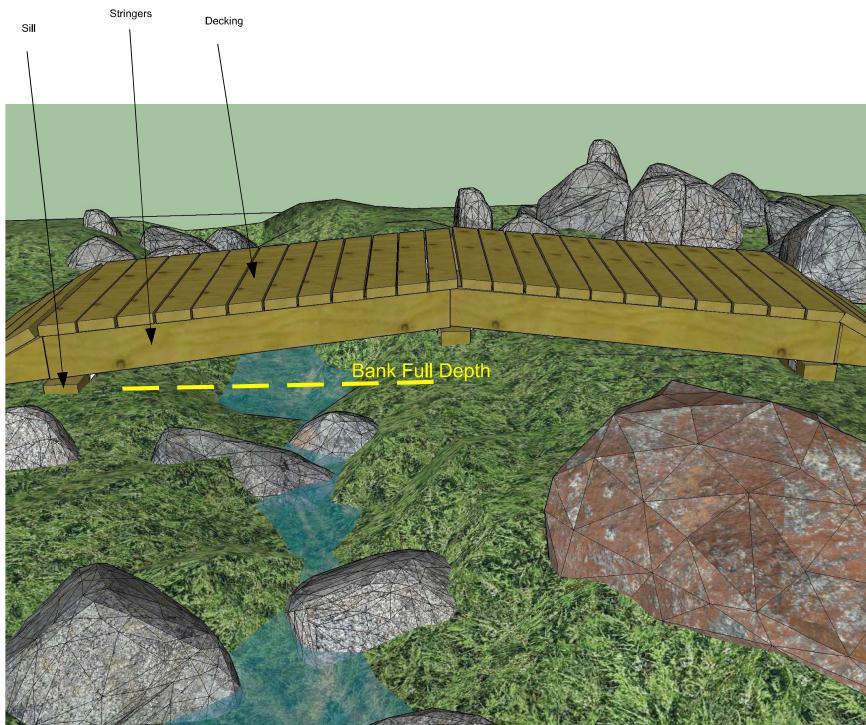
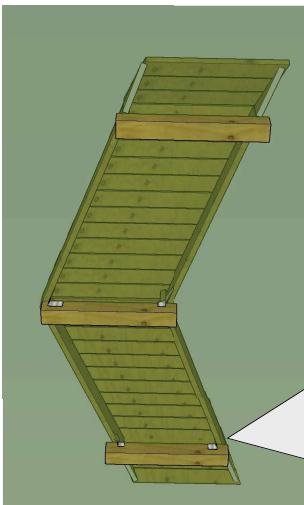


Figure 1.

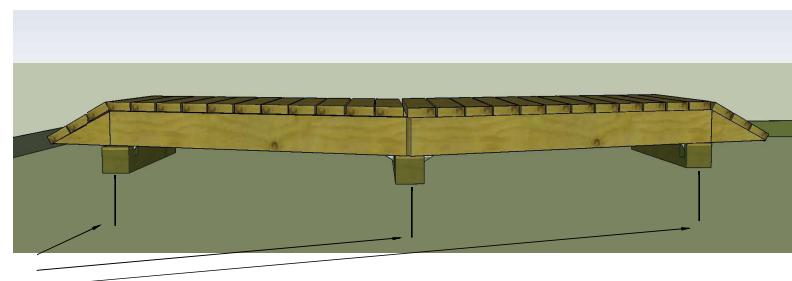


H2.5A Hurricane Tie: Suitable for single-sided applications. ZMAX coating or stainless steel recommended.

Figure 2.



Side View



Notes:

1. Bridges are specified when bank full depth is greater than 1 foot; puncheons are specified when bank full depth is less than one foot. Construction process for bridges and puncheons are identical except for stringer size and footers. See notes 2, 4 and 5.

2. 6x6 ground contact sills, 1-2" above surrounding grade/height of potential flowing channel. 6" diameter 18" depth concrete footers for bridges greater than 18'.

3. 6x6 mud sills secured with 36" #5 rebar (~6" in from outside edge) and placed at locations above and lateral to channels or depressions.

4. Stringers will be 2x8, pressure treated dimensional lumber for puncheon.

5. Stringers will be 2X10 for bridges less than 12'; 2X12 for bridges 12'-17'; Gluelam 2X16 for bridges 18'-23'. All pressure treated. For bridges, cross-bracing on 6' centers.

6. Hardware to connect stringers to mud sills: Simpson Strong Tie Hurricane Clips (H2.5 A2) (Figure 1), Tie Plates (TP47), and #8 1.5" hex drive screws (SD9112MB) (Figure 2).

7. Decking is 2x6 rough cut durable hardwood or marine grade pressure treated, fastened with 3.5" decking screws and 30-degree 3" ring shank framing nails.

8. Edges of deck materials should not extend more than 3" from edge of stringers.

9. Fall zones cleared of woody and sharp debris 8' to all lateral surfaces of bridge.

10. Materials to be procured by Warren County Development Association (WCDA).

11. Curvilinear construction of puncheon to blend with surrounding topography when possible.

KAY-LINN ENTERPRISES
100 S. 36th Street
Boulder, CO 80305
303.241.3301
kay-linn.com

PERMITTEE
US Forest Service
Allegheny National Forest
299 Forest Service Drive
Bradford, PA
16701

ISSUE
1.22.16

PROJECT
Jakes Rocks Mountain Bike Trail System:
Post-Construction Stormwater
Management Plan

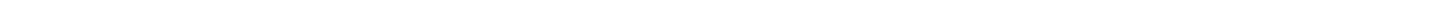
a

14



APPENDIX A

BAILEY TRACT TRAIL SPECIFICATIONS



SPECIFICATIONS

Trail Type Name: All-weather- Aggregate Surface

Difficulty Rating: Easy

Difficulty Symbol: Green Circle

USFS Trail Class: 4

Designed Use: Mountain bike

Managed Uses: Mountain bike, pedestrian

Typical Tread Width: 36"-72" (Sufficient clearance for mobility devices 36" wide)

Typical Corridor Width: 60"-96"

Tread Rugosity: Smooth and even

Average Gradient: <5%

Maximum Sustained Grade: 7%

Maximum Grade: 8%

Typical Tread Materials: Cut and fill at grade compacted crushed stone (6" lift of 1/2"-) with sub-base, as needed.

Sideslope Steepness: Flat to 50%, may need retaining walls on backslope if slope is greater

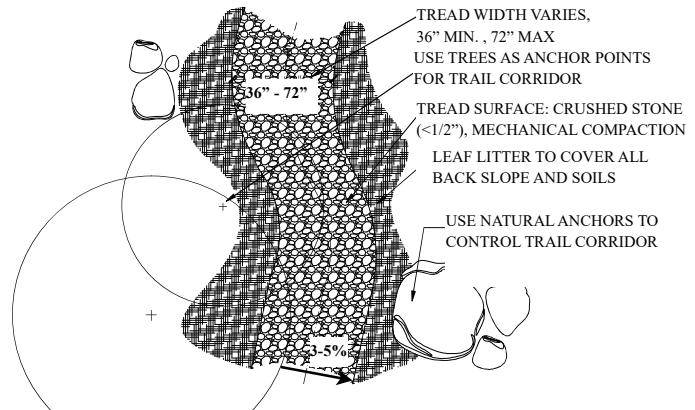
Turn Radius: Wide and open

Trail/Structure Formality: Formal, 90" minimum width

Wet Area Crossing Formality: Formal bridges for minor/major crossings

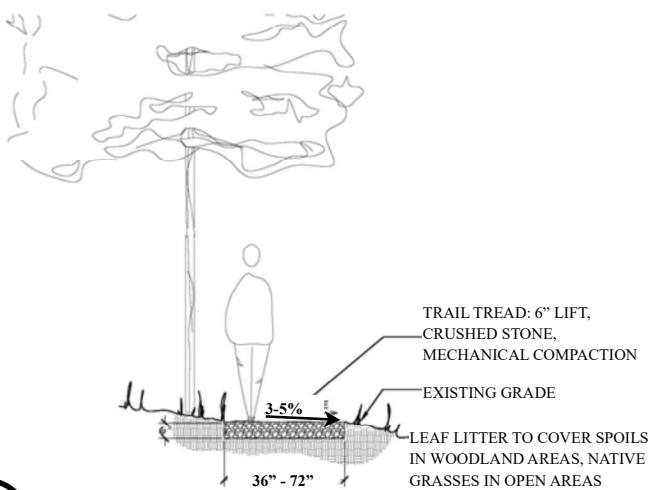
Duty of Care: High

Intended Experience: The greenway trail should provide a nearly level, minimally sinuous, barrier-free trail experience that is narrower than a typical paved trail but instills an intimate feeling with the surrounding landscape. Mostly accessed directly from trailheads, these trails will provide short walks/rides, with loop lengths of a mile or less. Optional skills development features may be located adjacent to the trail.



1.1

PLAN DETAIL: ALL_WEATHER TRAIL TYP.



1.2

SECTION DETAIL: ALL-WEATHER TRAIL TYP.



SPECIFICATIONS

Trail Type Name: Frontcountry- Natural Surface

Difficulty Rating: Easy to Moderate

Difficulty Symbol: Blue Square

USFS Trail Class: 3

Designed Use: Mountain bike

Managed Uses: Mountain bike, pedestrian

Typical Tread Width: 36"-50"

Typical Corridor Width: 48"-60"

Tread Rugosity: Relatively smooth, some roots or rocks, protrusions <3" above trail tread

Average Gradient: <8%

Maximum Sustained Grade: 12%

Maximum Grade: 15% with surface treatment

Typical Tread Materials: Natural surface with surfacing amendments where necessary

Sideslope Steepness: Flat to 75%

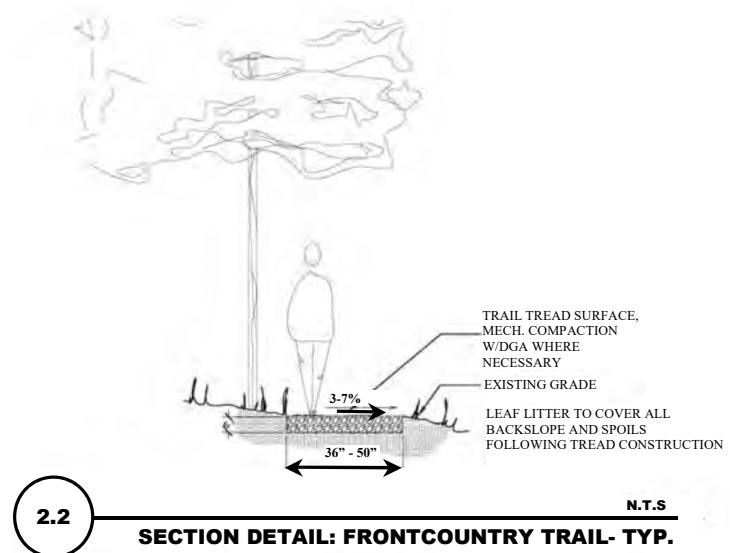
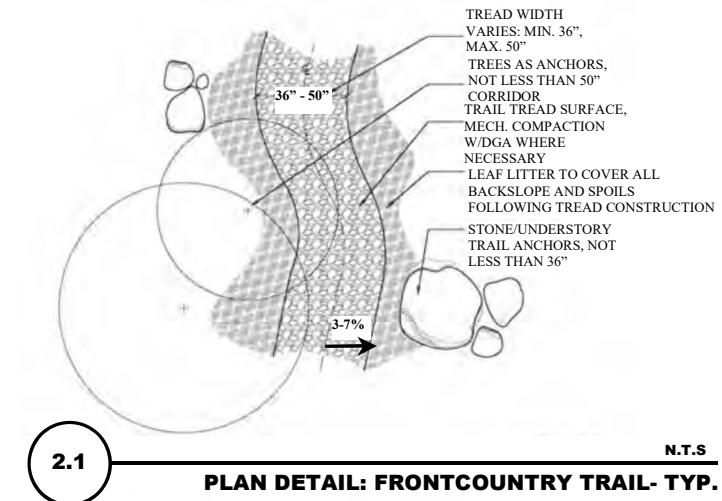
Turn Radius: Wide and open

Trail/Structure Formality: Formal, 48" width

Wet Area Crossing Formality: Formal bridges for minor/major crossings, 60" minimum width

Duty of Care: Moderate

Intended Experience: The frontcountry trail should provide a well-defined tread with constantly reversing grade and moderate, short climbs and descents. Excavated soil material may be utilized to form rollers, insloped trail segments on outside turns, and superelevated turns to enhance the riding experience. The trail tread may include avoidable obstructions/constructed features that can be easily rolled over without advanced bike handling skills. Alternate, more challenging riding features may be constructed outside the direct riding path.



SPECIFICATIONS

Trail Type Name: Backcountry

Difficulty Rating: Moderate -Difficult

Difficulty Symbol: Blue Square/Black Diamond

USFS Trail Class: 2

Designed Use: Mountain bike

Managed Uses: Mountain bike, pedestrian

Typical Tread Width: 12" - 36"

Typical Corridor Width: 36"-48"

Tread Rugosity: Uneven, with regular rock and root protrusions above trail tread

Average Gradient: < 10%

Maximum Sustained Grade: 15%

Maximum Grade: 30%, with armored tread

Typical Tread Materials: Mostly natural surface (native soils) with some rock armoring

Sideslope Steepness: Flat to 75%

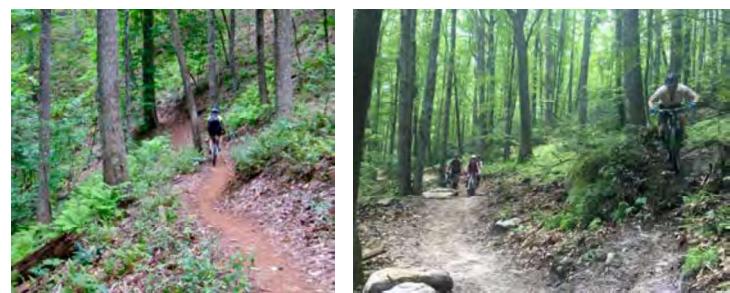
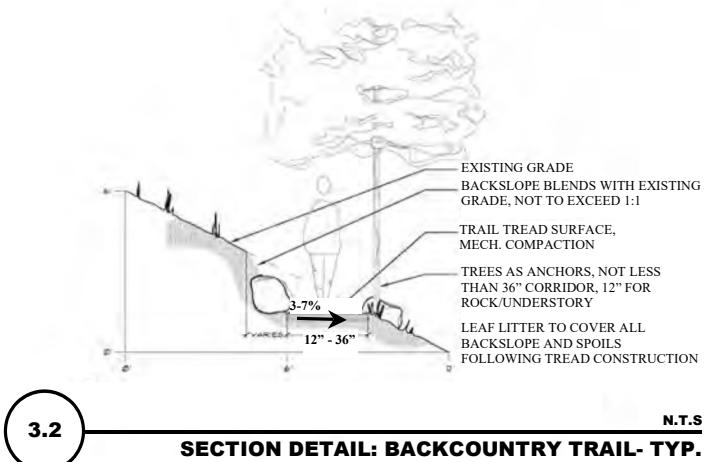
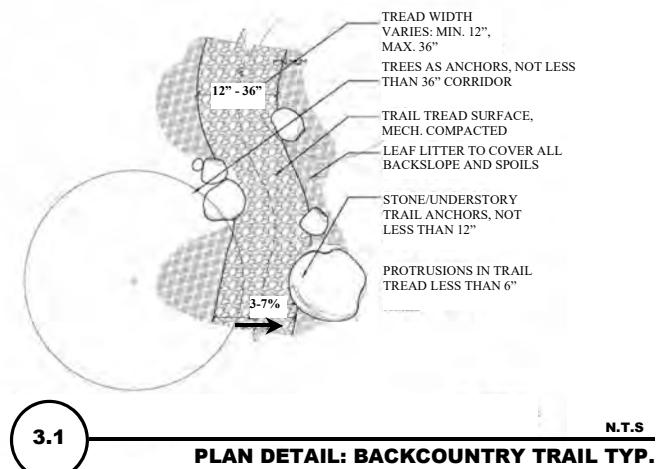
Turn Radius: Tight turns with possible switchbacks

Trail/Structure Formality: Low formality, 36 minimum width

Wet Area Crossing Formality: Armored crossings at grade where possible, open bottom metal culverts over intermittent channels and fiberglass bridges over perennial channels.

Duty of Care: Low, except for bridge inspection

Intended Experience: The backcountry trail will provide a narrow, constantly reversing grade and moderate sinuosity with extended climbs and descents that provide a sense of adventure. Tread will be moderately defined by the cleared corridor and anchored by large hardwoods and steeper sideslopes. Most difficult trails (red on maps) should be gravity-optimized for directional travel.

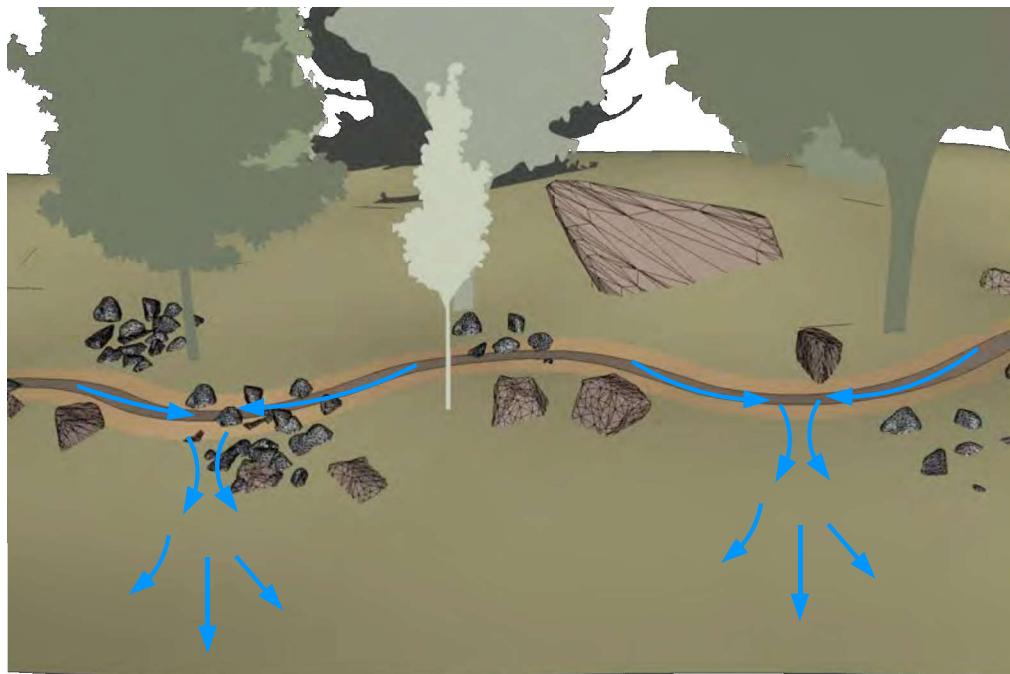


SPECIFICATIONS

Typical 1.1: Rolling Contour Trail

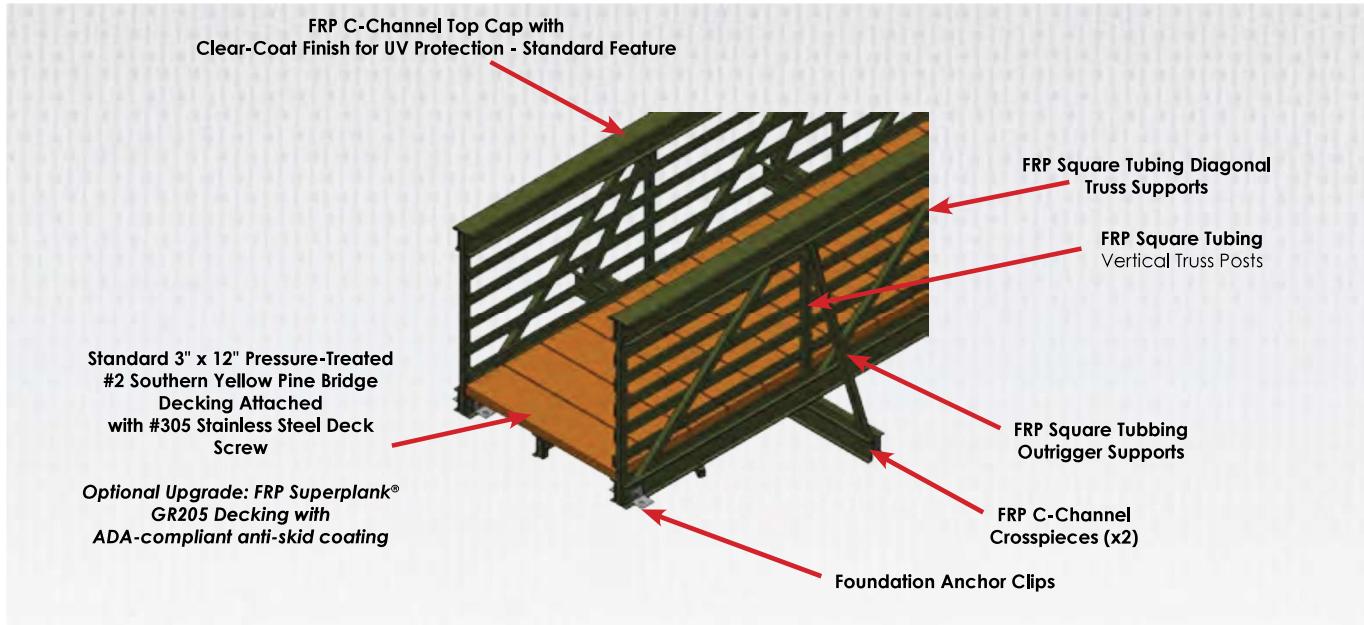


Typical 1.2: Grade Reversals

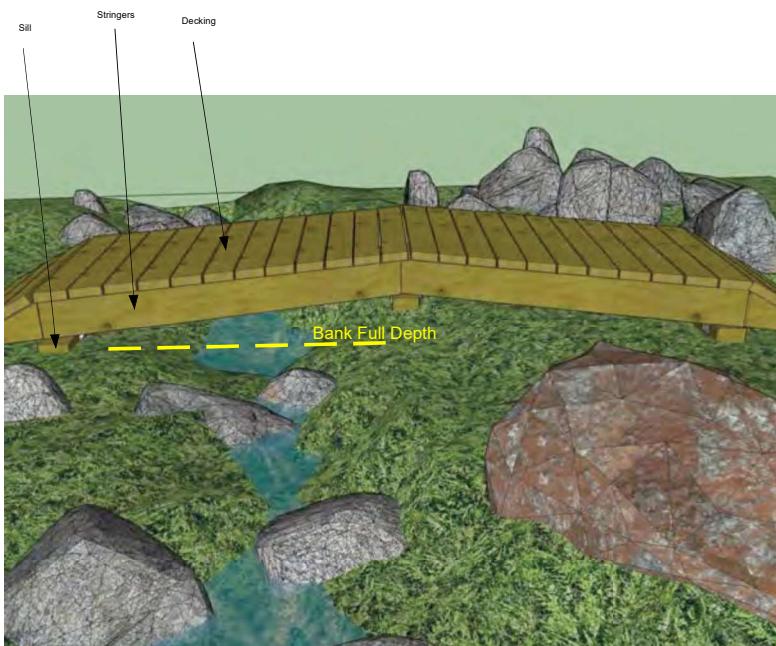


SPECIFICATIONS

Typical 2.1: Engineered, Fiberglass Bridge



Typical 2.2: Puncheon

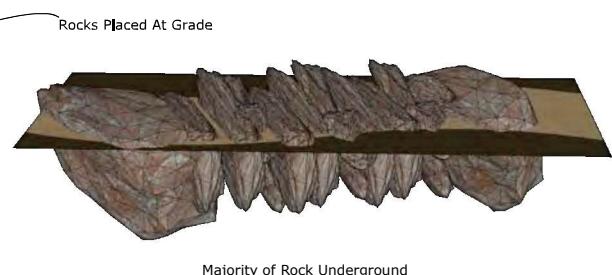
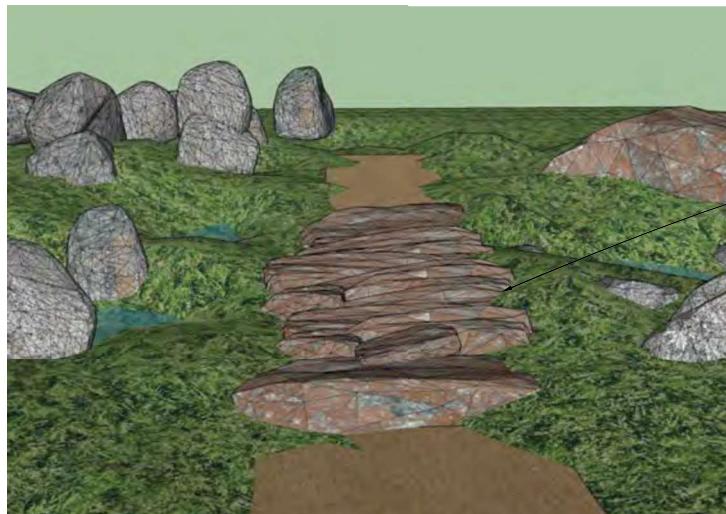


Notes:

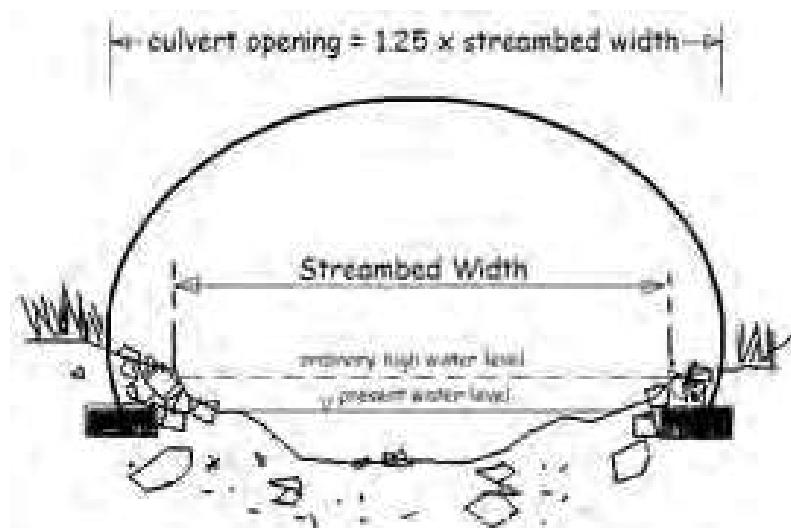
1. Bridges are specified when bank full depth is greater than 1 foot; puncheons are specified when bank full depth is less than one foot. Construction process for bridges and puncheons are identical except for stringer size and footers. See notes 2, 4 and 5.
2. 6x6 ground contact sills, 1-2" above surrounding grade/height of potential flowing channel. 6" diameter 18" depth concrete footers for bridges greater than 18'.
3. 6x6 mud sills secured with 36" #5 rebar (~6" in from outside edge) and placed at locations above and lateral to channels or depressions.
4. Stringers will be 2x8, pressure treated dimensional lumber for puncheon.
5. Stringers will be 2X10 for bridges less than 12'; 2X12 for bridges 12'-17'; Glulam 2X16 for bridges 18'-23'. All pressure treated. For bridges, cross-bracing on 6' centers.
6. Hardware to connect stringers to mud sills: Simpson Strong Tie Hurricane Clips (H2.5 AZ) (Figure 1.), Tie Plates (TP47), and #9 1.5" hex drive screws (SD9112MB) (Figure 2).
7. Decking is 2x6 rough cut durable hardwood or marine grade pressure treated, fastened with 3.5" decking screws and 30-degree 3" ring shank framing nails.
8. Edges of deck materials should not extend more than 3" from edge of stringers.
9. Fall zones cleared of woody and sharp debris 8' to all lateral surfaces of bridge.
10. Materials to be procured by Warren County Development Association (WCDA).
11. Curvilinear construction of puncheon to blend with surrounding topography when possible.

SPECIFICATIONS

Typical 3.1: Armored Ford



Typical 3.2: Arched Half Culvert



APPENDIX B

WAYNE NATIONAL FOREST STANDARDS



WAYNE NAT'L FOREST STANDARDS

Numerous laws and regulations provide direction for management of National Forest System land. Specifically, the Multiple-Use Sustained Yield Act requires that national forests be managed “for outdoor recreation, range, timber, watershed, and wildlife and fish purposes.”

The National Environmental Policy Act (NEPA) requires environmental information to be made available to public officials and citizens before decisions are made and before actions are taken on a proposed project. Essential NEPA processes include accurate scientific analyses, expert agency input, and public involvement. Per NEPA, environmental analysis is required before construction can begin on any proposed mountain bike trail system.

The National Forest Management Act (NFMA) requires that National Forest System land be managed for a variety of uses on a sustained basis to ensure in perpetuity a continued supply of goods and services to the American people; creating and implementing a Forest Plan is a requirement of NFMA. The 2006 Land and Resource Management Plan (Forest Plan) guides all natural resource management activities for the Wayne National Forest for the next 10 to 15 years. It describes desired resource conditions, resource management practices, levels of resource production and management, and the availability of suitable land for resource management. The 2006 Forest Plan and Management Area Maps are available on the Wayne National Forest website (http://www.fs.usda.gov/detailfull/wayne/landmanagement/planning/?cid=fsm9_006005&width=full). Within the Forest Plan, the following standards and guidelines should be considered when designing the Master Trail Plan.

Soil Resources:

GFW-WSH-10: Modify resource management practices according to soil characteristics and slope to protect soil productivity and minimize erosion and sedimentation. Refer to soil map unit descriptions and appropriate interpretive tables in the Wayne National Forest Soils Inventory (based on the USDA County Soil Surveys).

Riparian Corridors:

GFW-ARR-1: Prior to implementing any project activity, establish the site-specific boundaries of the riparian corridor. The riparian corridor includes the riparian area and upland areas within the flood-prone area, or 100 feet from the edge of the aquatic ecosystem or wetland, whichever is greater.

GFW-ARR-4: Where possible, do not construct new facilities (such as roads, trails, campsites, and buildings) within riparian areas. Where such facilities must be located in riparian areas, construct and maintain them to minimize adverse impacts to ecological function.

WAYNE NAT'L FOREST STANDARDS

Endangered, Threatened and Sensitive Species:

GFW-TES-9: Retain all shagbark and shellbark hickory trees > 6 inches dbh, unless removal is necessary to protect human safety or to avoid adverse impacts to steep slopes, erodible soils, floodplains or wetlands.

SFW-TES-10: During the non-hibernation season (April 15th –September 15th), do not cut, unless they are a safety hazard:

Trees of any species 6 inches dbh or greater that are hollow, have major splits, or have broken tops that provide maternity habitat.

Snags 6 inches dbh or greater that have Indiana bat roost tree characteristics. Consider any tree with less than 10 percent live canopy to be a snag.

When removal of hazard trees is necessary in a recreation area during the non-hibernation season (e.g., developed recreation sites, access roads, trails), conduct emergence surveys at the identified hazard trees that possess the characteristics identified above, and at any hazard trees that possess large areas of loose bark providing maternity habitat.

GFW-TES-14: Provide water sources that promote aquatic insect production and provide drinking sources for Indiana bats along suitable flight paths, especially in upland areas, and off/away from recreation sites, and designated trails and roads.

Forest Health and Non-Native Invasive Species (NNIS):

SFW-FH-1: Incorporate NNIS risk assessments in project planning, and include NNIS prevention and treatment in project development, analysis, and implementation.

SFW-FH-8: Forest contracts and permits shall include appropriate clauses for the prevention and/or treatment of NNIS.

GFW-FH-15: Encourage the construction and use of NNIS cleaning stations at trailheads.

WAYNE NAT'L FOREST STANDARDS

Recreation:

SFW-REC-4: When choosing location of recreational developments, give priority to:

- Correcting health and safety problems
- Protecting the environment
- Complementing prescribed recreation opportunities
- Meeting public demand
- Availability of suitable access
- Cost of construction, operation, and maintenance.

GFW-REC-5: Consider adjacent State or local recreation facilities, their uses and long-term objectives, before proposing any new recreation development.

Trails:

SFW-REC-16: OHV, mountain bike, and horse trails are open (unless posted closed) for riding from April 15th through December 15th. Close these trails (except for foot travel) during the winter period (December 16th through April 14th) to minimize environmental impacts and maintenance costs. Exception: Trails may be used for administrative purposes and operation/maintenance of approved oil and gas facilities.

GFW-REC-19: Construct, maintain, and sign trails to Forest Service standards and in accordance with the Forest's sign plan.

GFW-REC-20: Manage trails to comply with the management area's Recreation Opportunity Spectrum objective.

GFW-REC-21: Unless a site is interpreted, plan location of trails so that known heritage sites are not readily visible from the trail corridor.

SFW-REC-26: Allow mountain bikes and horses on hiking trails only where designated and signed.

SFW-REC-27: Construct and maintain trails and associated facilities to be cost-effective and minimize user conflicts.

GFW-REC-29: Discourage construction of new trails within riparian areas. Where trails are located in riparian corridors, construct and maintain them to minimize adverse impacts to the ecological function of the area.

WAYNE NAT'L FOREST STANDARDS

GFW-REC-30: Maintain hiking and mountain bike trail tread with natural surfacing to a width of 18 to 24 inches.

GFW-REC-33: Favor loop and two-way trails for hiking, horse, and mountain bike trails.

Scenery Management:

GFW-SM-5: All structures and materials, including signs, bridges, fish and wildlife improvements, and other facilities, should be consistent with the guidelines developed in the Built Environment Image Guide and the Forest Service Sign Guide.

GFW-SM-6: New structures should be compatible with valued cultural features in the landscape such as historic structures. See the landscape character description for identification of the valued cultural features and the Built Environment Image Guide.

GFW-SM-7: Material selection, color, and shape of administrative and recreation facilities should minimize contrasts and blend with natural surroundings and landscape character.

GFW-SM-8: Emphasize the use of native materials.

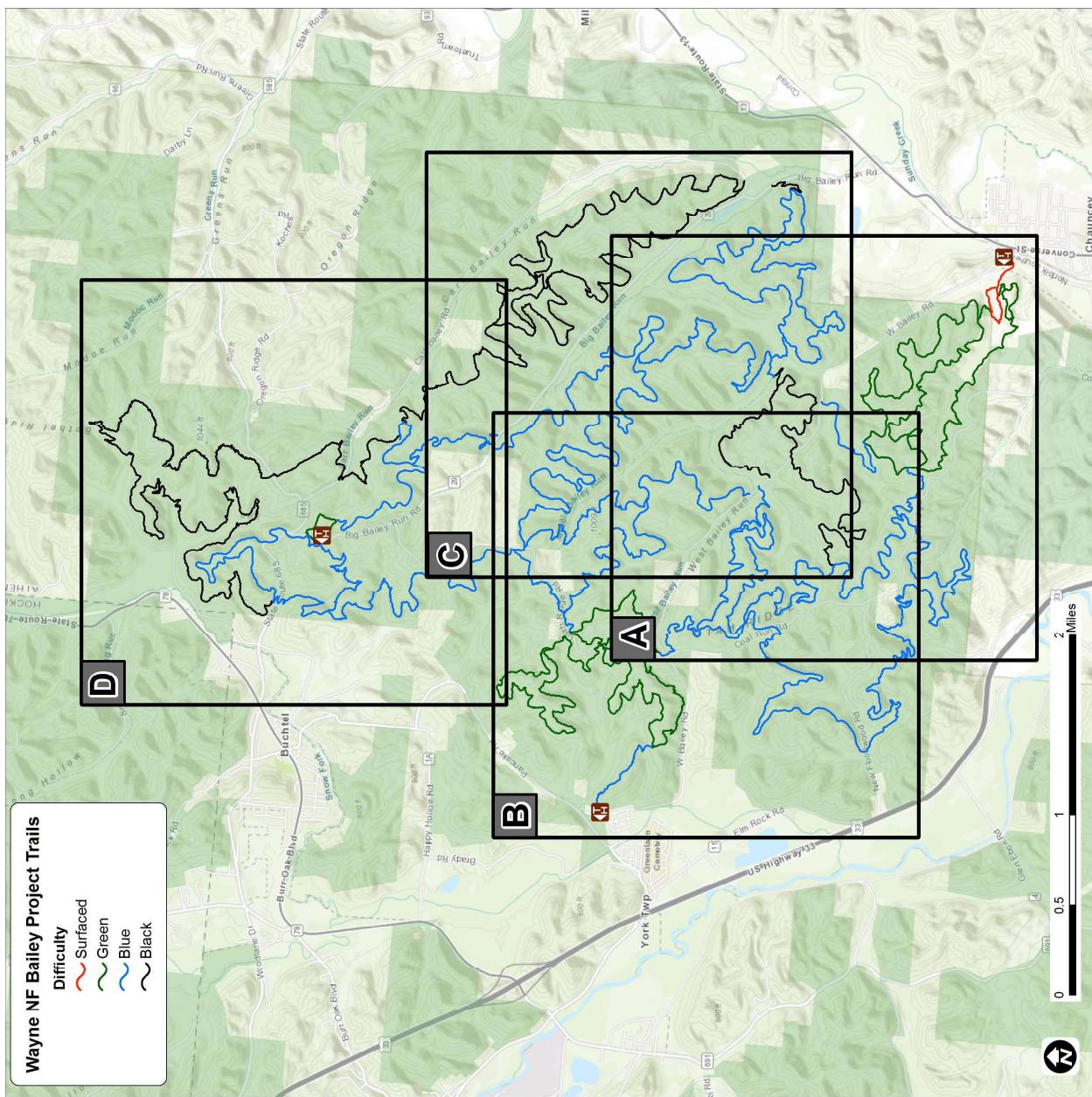
GFW-SM-49: Whenever possible, use naturalized contours for cut-and-fill slopes rather than straight lines.

GFW-SM-51: When possible, new roads and trails should be located along the periphery of large open areas to maximize opportunities for scenic views from trails and recreation sites.

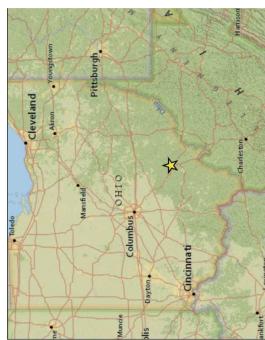
GFW-SM-95: Enhance visitor experience by locating new recreation sites and trails at or near large attractive trees (for shading), unique topographic features, scenic vistas, cultural sites of interest, and/or large bodies of water.

GFW-SM-96: Utilize natural materials and colors when constructing new or maintaining existing recreation sites/facilities.

The Bailey's tract is within the Historic Forest Management Area. The emphasis of this management area is the restoration and maintenance of the oak-hickory ecosystem through a combination of mostly uneven-aged timber harvest and frequent prescribed fire. The Desired Future Condition of this management area is a mix of vegetation more nearly resembling the historic range that existed prior to 18th/19th century settlement and development. Moderate amounts of non-motorized recreation opportunities are provided, with trails providing access for non-motorized activities in some areas. There is low to moderate probability of experiencing isolation from the sights and sounds of people. Forest visitors experience a moderate feeling of independence, closeness to nature, and tranquility. Recreation facilities fit the natural appearing landscape and are based on site activity, type, and capacity. Motorized trail use is not permitted in this management area.

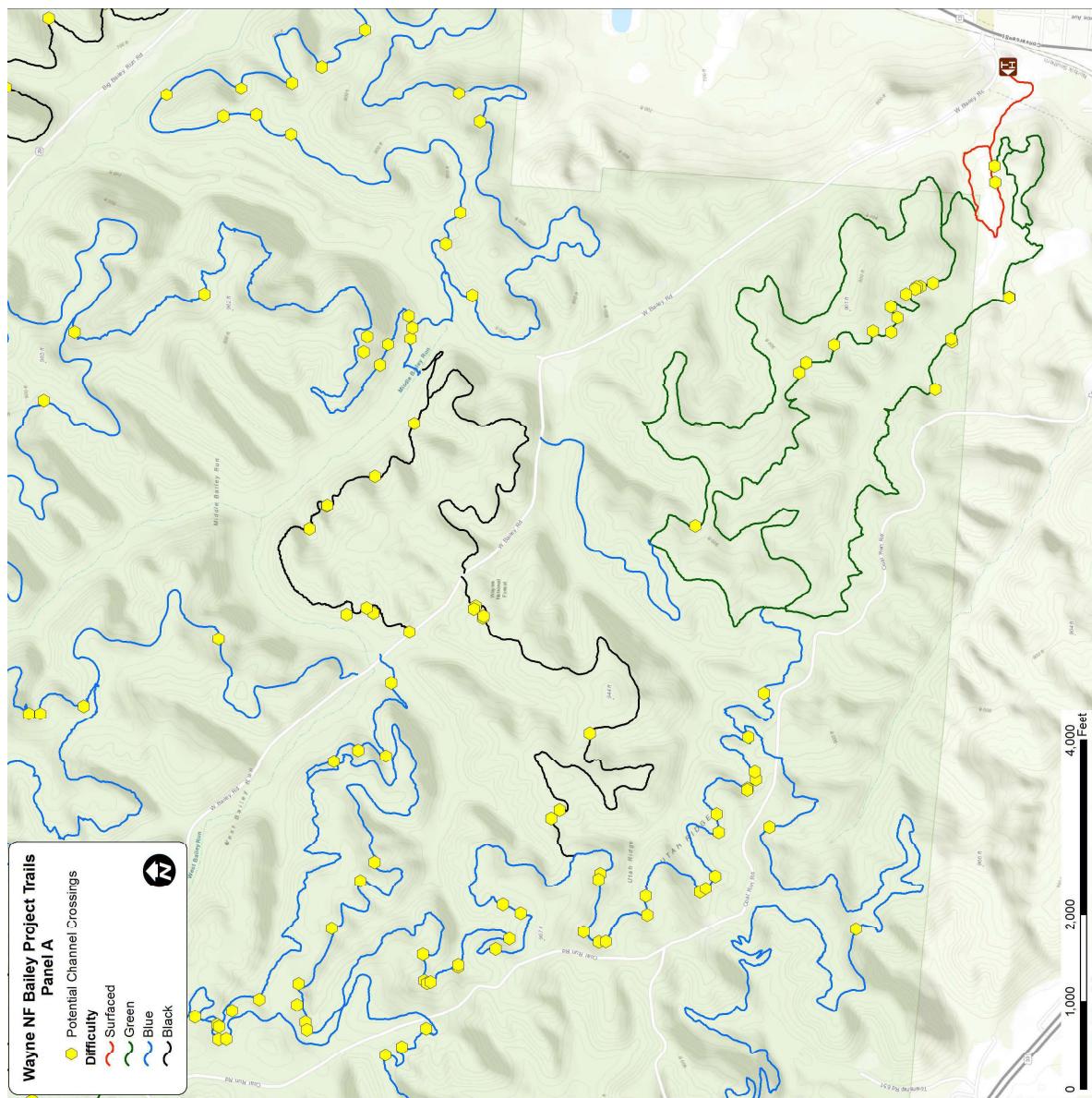


Panel Locator Map

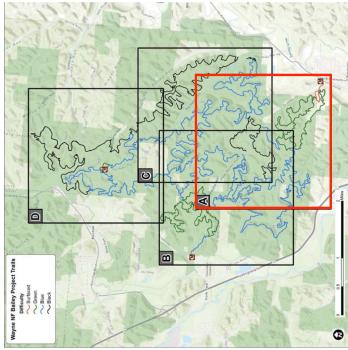
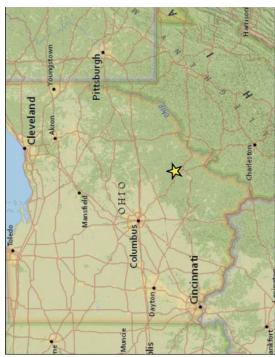


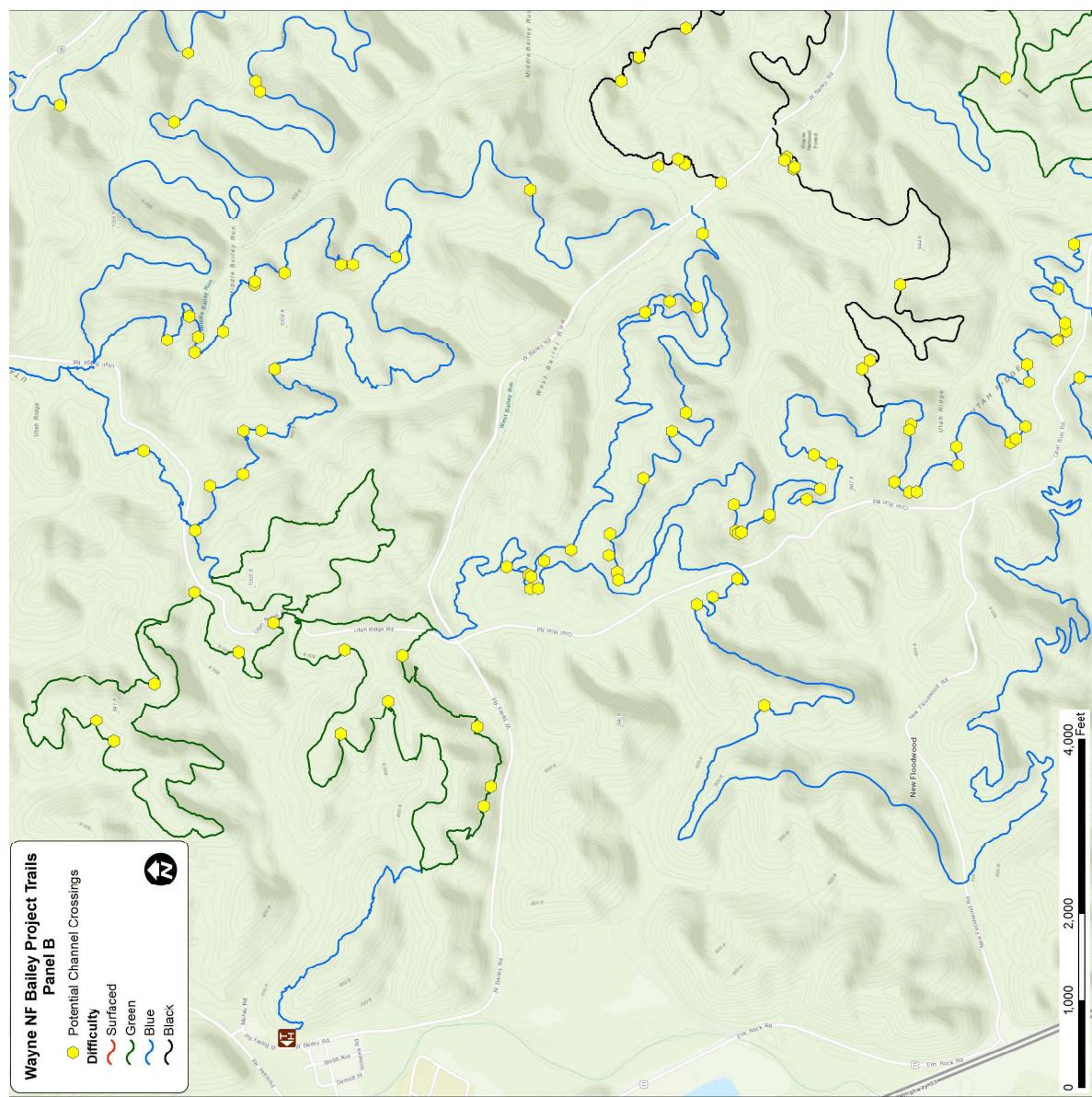
Summary Table

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

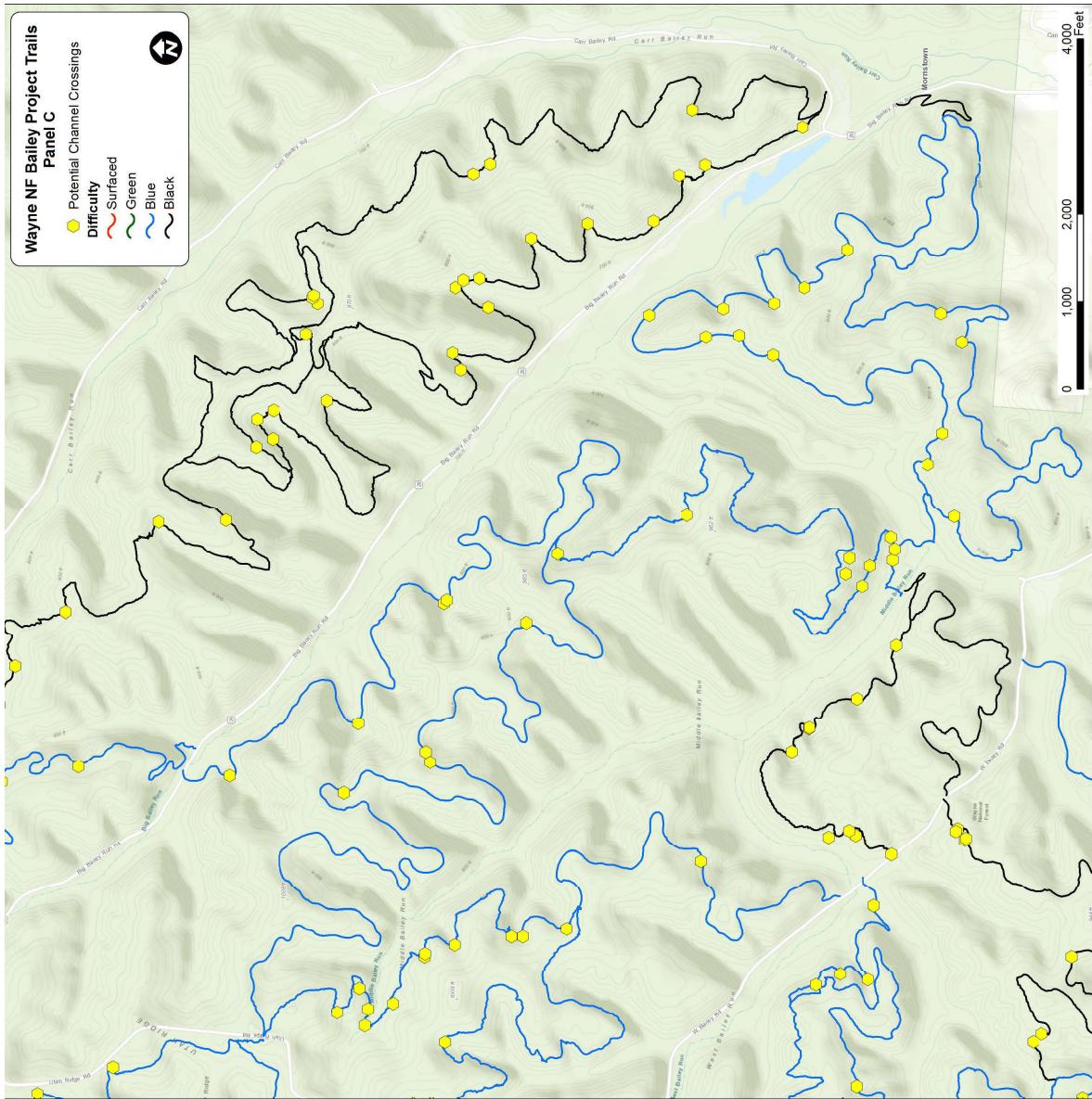


Panel A

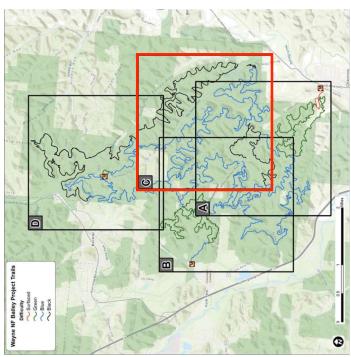


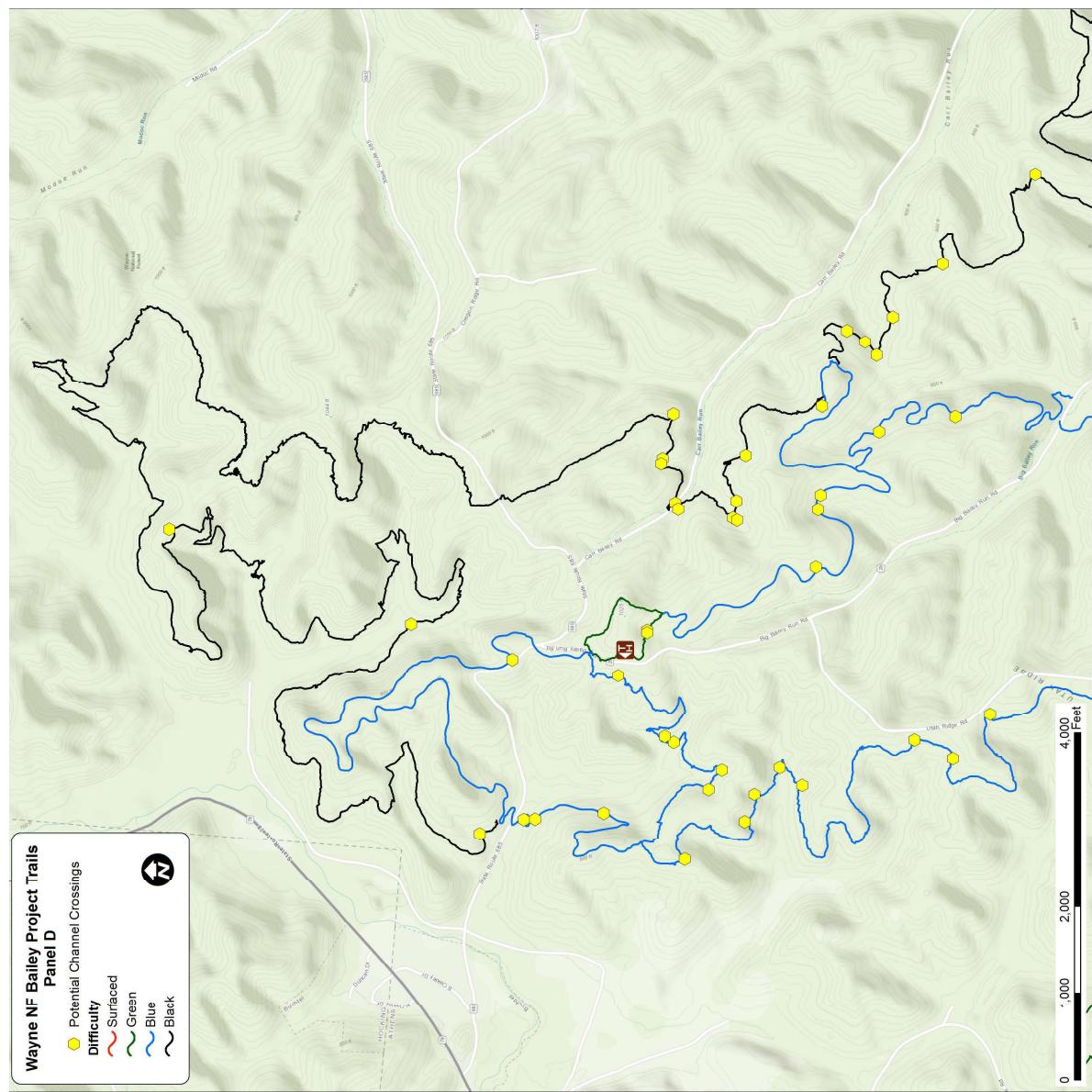


Panel B

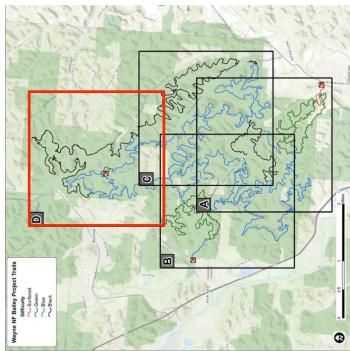


Panel C





Panel D



Construction Notes



SEQUENCE OF CONSTRUCTION:

General Notes

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

TRAIL CONSTRUCTION NOTES

1. Trail construction will be conducted by a professional firm that can demonstrate significant and successful experience in the field of mountain bike-optimized natural surface trail development.
2. Construction of trail tread and attendant features (i.e. punchout, bridge, culvert, and rock armored segments) will be in accordance with the general specifications presented within this document and fundamentally based on sustainable trail design principles promulgated by credible, recognized printed source material including the International Mountain Bicycling Association Handbooks, and the USDA Forest Service's *Trail Construction and Maintenance Handbook*.
3. Trail corridor will be cleared to a width in accordance with the specifications. Stems larger than 6" dbh will not be removed until approved by the construction manager or USFS.
4. Trail tread development will consist of full bench trail construction, devoid of fill material for use in the tread surface (berms and roller features excepted), and mechanically compacted following construction. Acceptable heights above the trail required for natural features such as rocks or roots will be in accordance with the specifications of the particular trail type (i.e. least difficult, more difficult, most difficult) being constructed. Tread will be constructed with a 3-10% cross slope, except where features are constructed for the purpose of keeping riders on the trail (i.e. berms, insloped corners, and constructed features).
5. Grade reversals will be located at less than 100' intervals and should have broad drains (6') with cross slopes of 10-15%. Subsequent reversals in grade should also be broad (10-25') and connected with leveling, grade and transition field-fit to match the tested trail experience (i.e. low and rolling on less difficult trails, rotable with the ability to jump on more difficult trails, and jump-optimized on most difficult trails).
6. Backslopes should blend with surrounding hillside gradient and finished to tread specifications. In the case of inside turns, backslope should be optimized for utility as a riding/tread surface and blended with trail to provide smooth transitions.
7. Excavated spoils shall be distributed such that no berms is present on the down-slope edge of the trail tread unless it is created for the purpose of a trail feature, in which case it will be preceded upstream by a grade reversal and compacted as trail tread.

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

EROSION AND SEDIMENTATION POLLUTION CONTROL NOTES

1. At least 7 days prior to initiating any earth disturbance activities (trail corridor clearing and grubbing) and trail tread excavation, the owner and/or construction manager shall invite all contractors, USFS, appropriate municipal and county officials, including County Conservation District offices to an on-site preconstruction meeting.
2. All earth disturbance activities shall proceed in accordance with any and all applicable municipal and other government agency current regulations.
3. Materials listed for removal from the site shall be disposed of in accordance with any and all applicable municipal and other government agency current regulations.
4. Debris shall not be permitted to accumulate on the job-site. Dust and dirt shall be held to a minimum during construction.
5. At the completion of work, the entire work area shall be clean and left in a neat condition, free of waste and debris.

RECYCLING AND DISPOSAL OF CONSTRUCTION WASTE

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

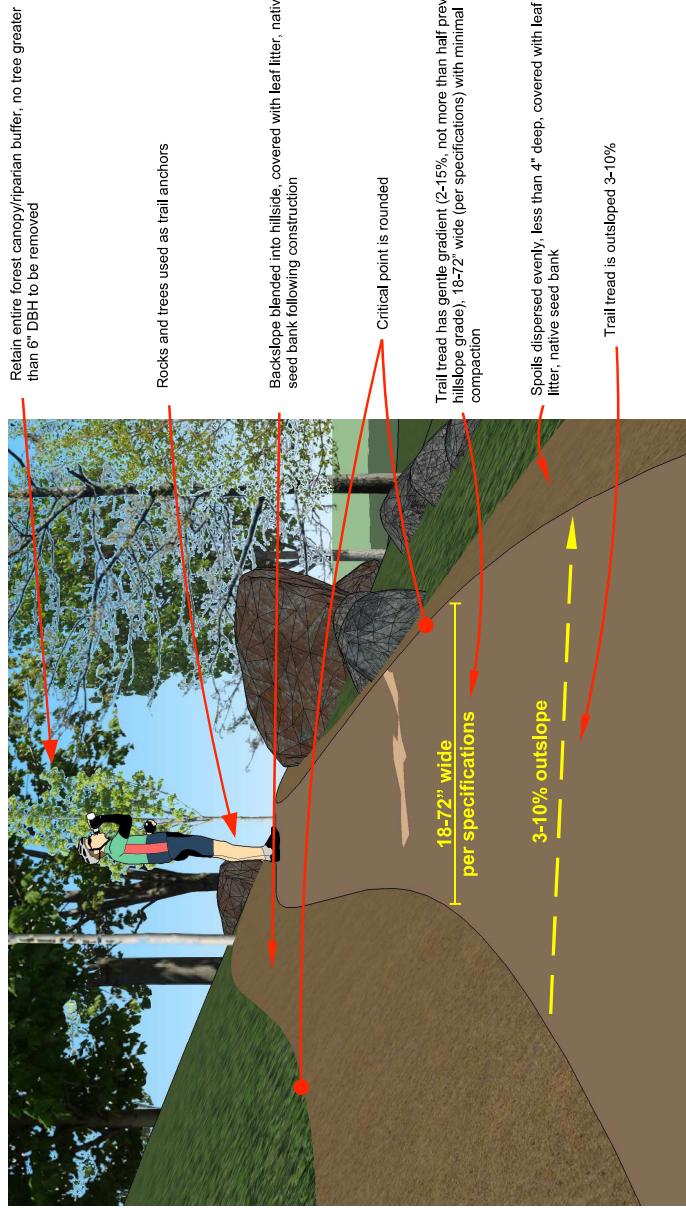
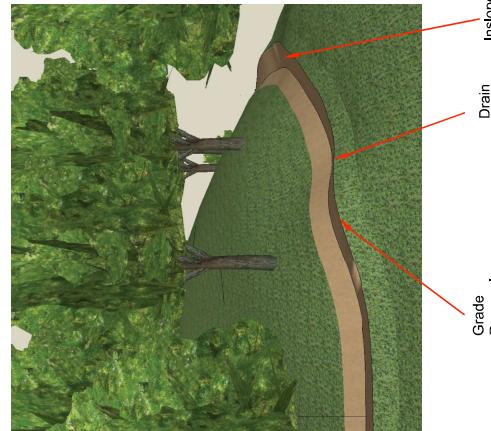
PROJECT: Baley T-tract Trail System		Construction Document	
APPLIED TRAILS RESEARCH		1.2.5.19	
13700 US Highway 33 District 33		ISSUE:	
Athens Range, OH		FOR:	
45764		13700 US Highway 33	
Slate Creek, PA 16083		Appellee/Contractor	
13700 US Highway 33		13700 US Highway 33	
Slate Creek, PA 16083		Appellee/Contractor	

Details 1. Rolling Contour Trail

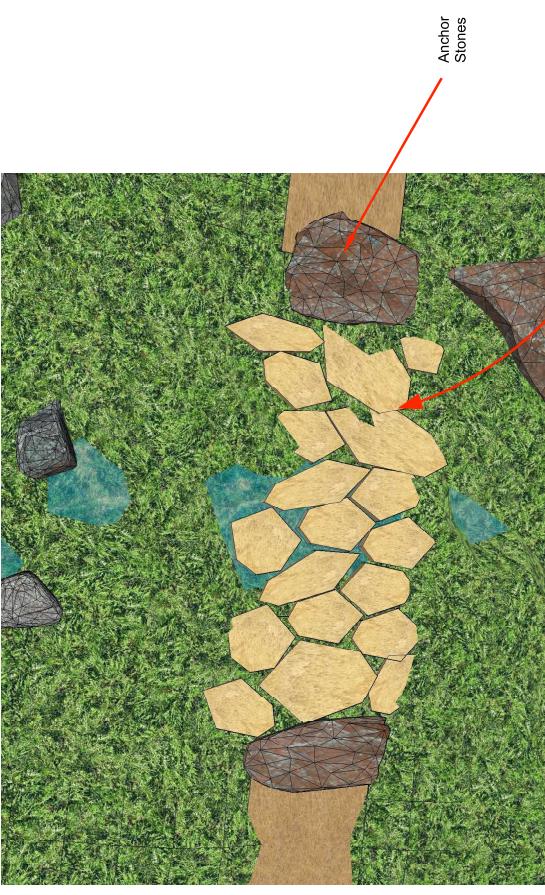
Rolling Contour - Outslped Tread with frequent grade reversals to force water to drain off the trail, maintaining natural hydrologic flow patterns and watersheds.



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

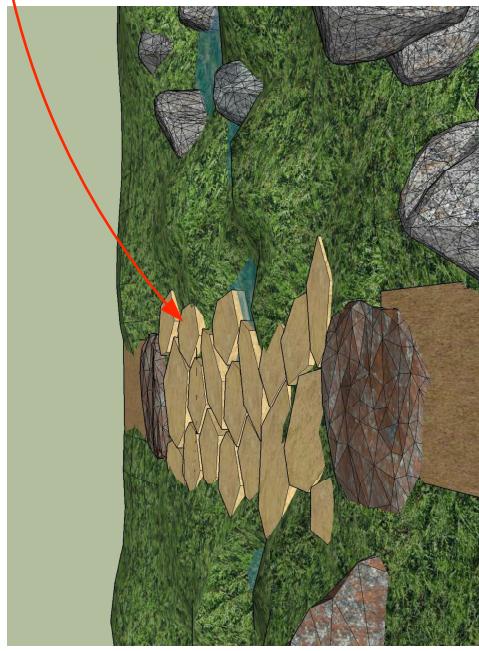


Details 3. Flagstone Armored Crossing

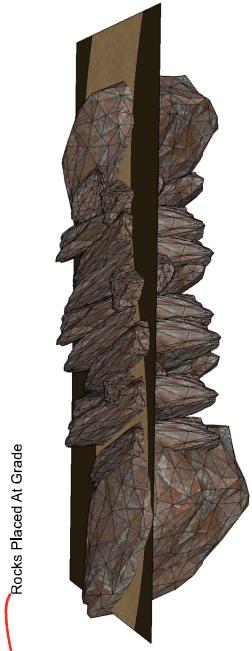
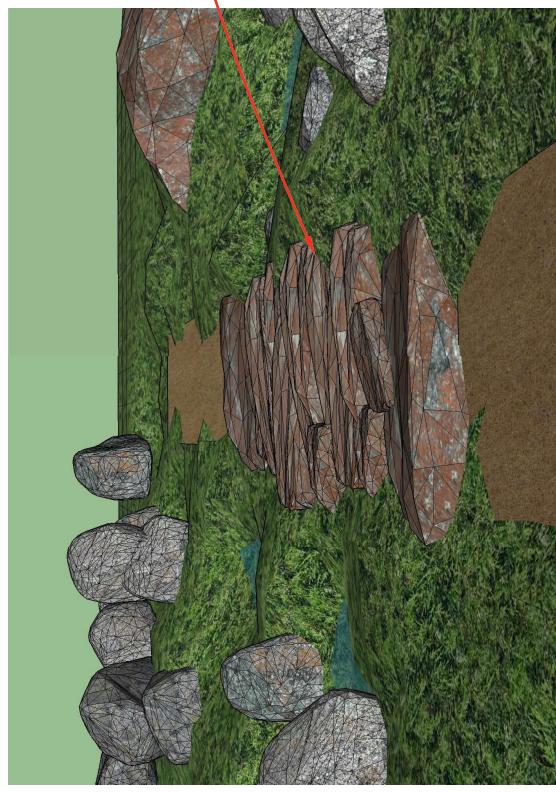
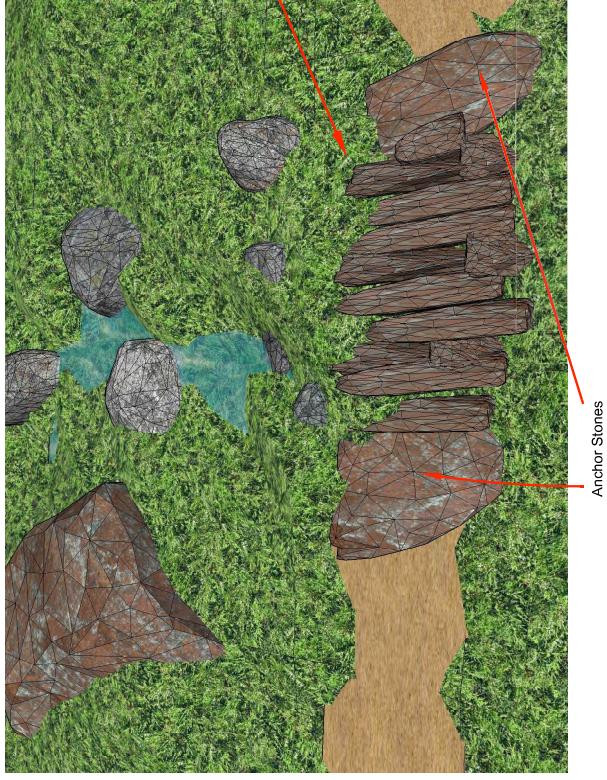


Notes:

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

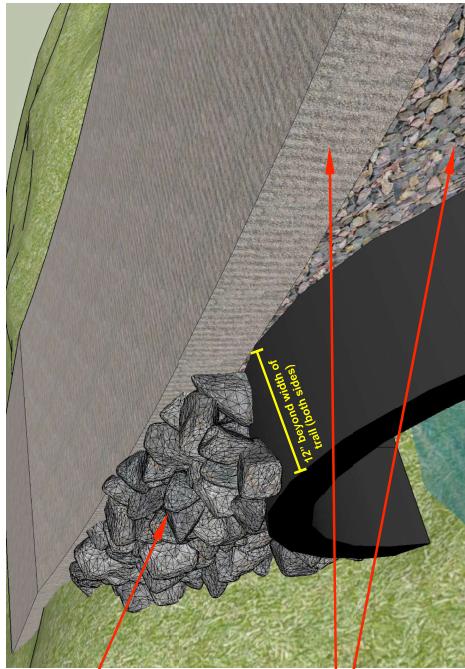


Details 4. Stone Pitched Armored Crossing



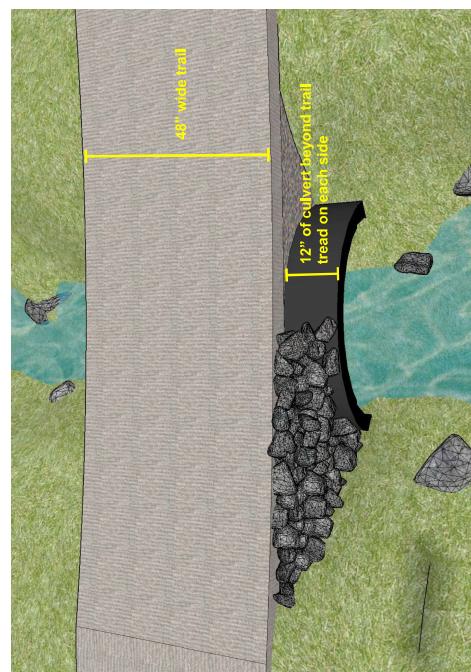
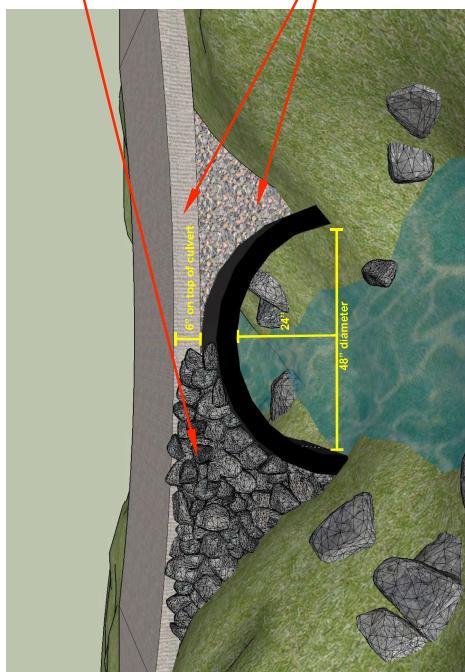
Majority of Rock Underground

Details 5. Arched Half Culvert



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

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



NOTES:

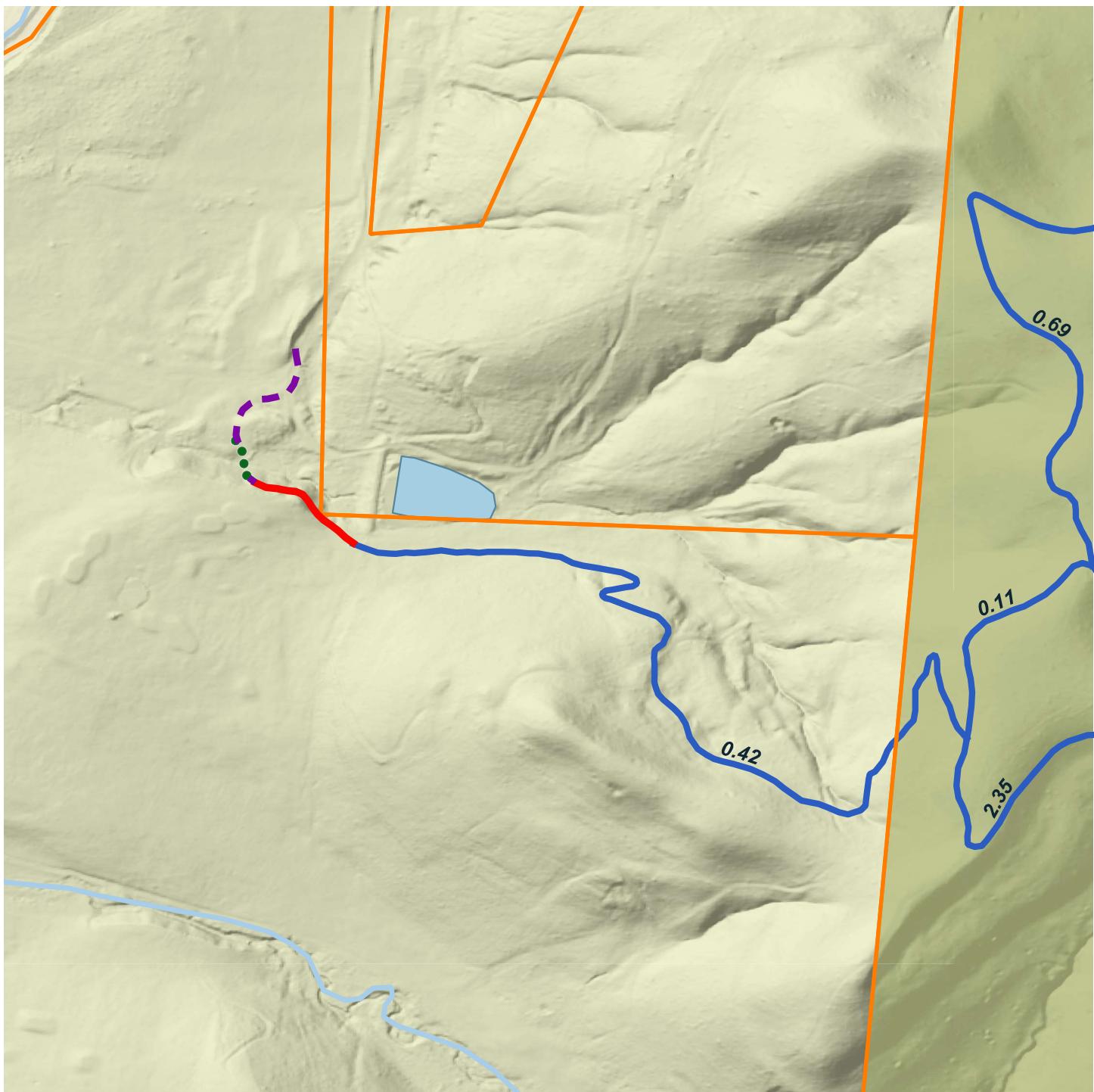
1. Ensure grade reversal within 25' of each side of culvert location.
2. Install any sediment and erosion control, as directed by permitting or local code, on each side of culvert location.
3. Final culvert location will be determined in the field, in association with construction manager.
4. Excavate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

**2026 BAILEYS TRAIL SYSTEM CONSTRUCTION
REQUEST FOR BIDS
OUTDOOR RECREATION COUNCIL OF APPALACHIA**

ATTACHMENT B. MAPS

This Attachment includes the following:

- B.1 Buchtel Spring Trail Construction Map
- B.2 Chauncey Depot & Coal Train Trail Gravel Map
- B.3 Blue Devil & Wild Turkey Gravel Map
- B.4 Nebo Spirit Trail Reroute Map
- B.5 NICA Connector Trail Reroute Map

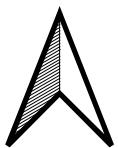


Buchtel Spring Trail Construction Map

0 100 200 ft

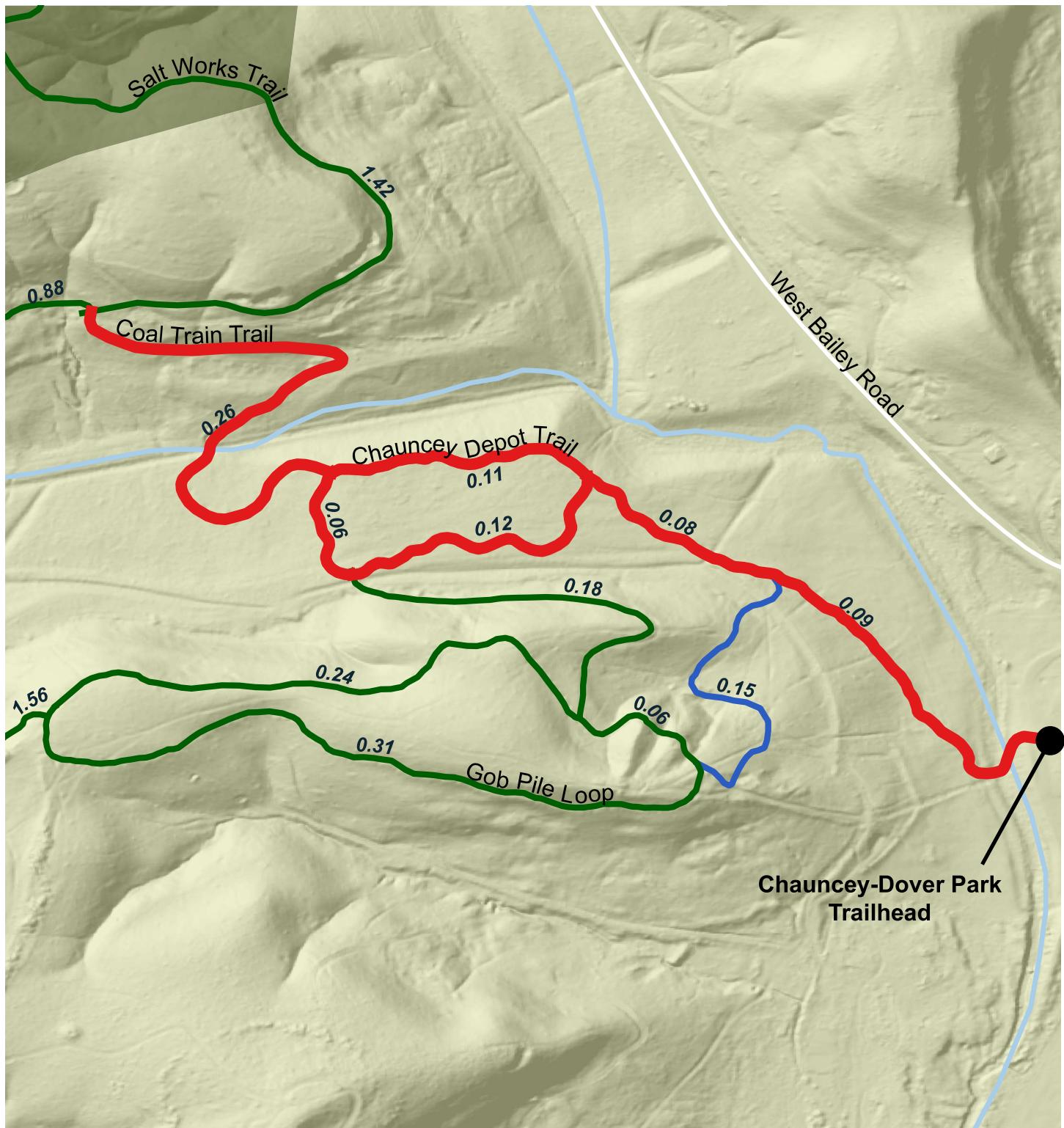


0 0.025 0.05 mi



Legend

- Trail Construction: Boardwalk
- Trail Construction: Natural Surface
- Trail Construction: Gravel
- Completed Trails
- Water Features
- Wayne National Forest
- Property Boundaries



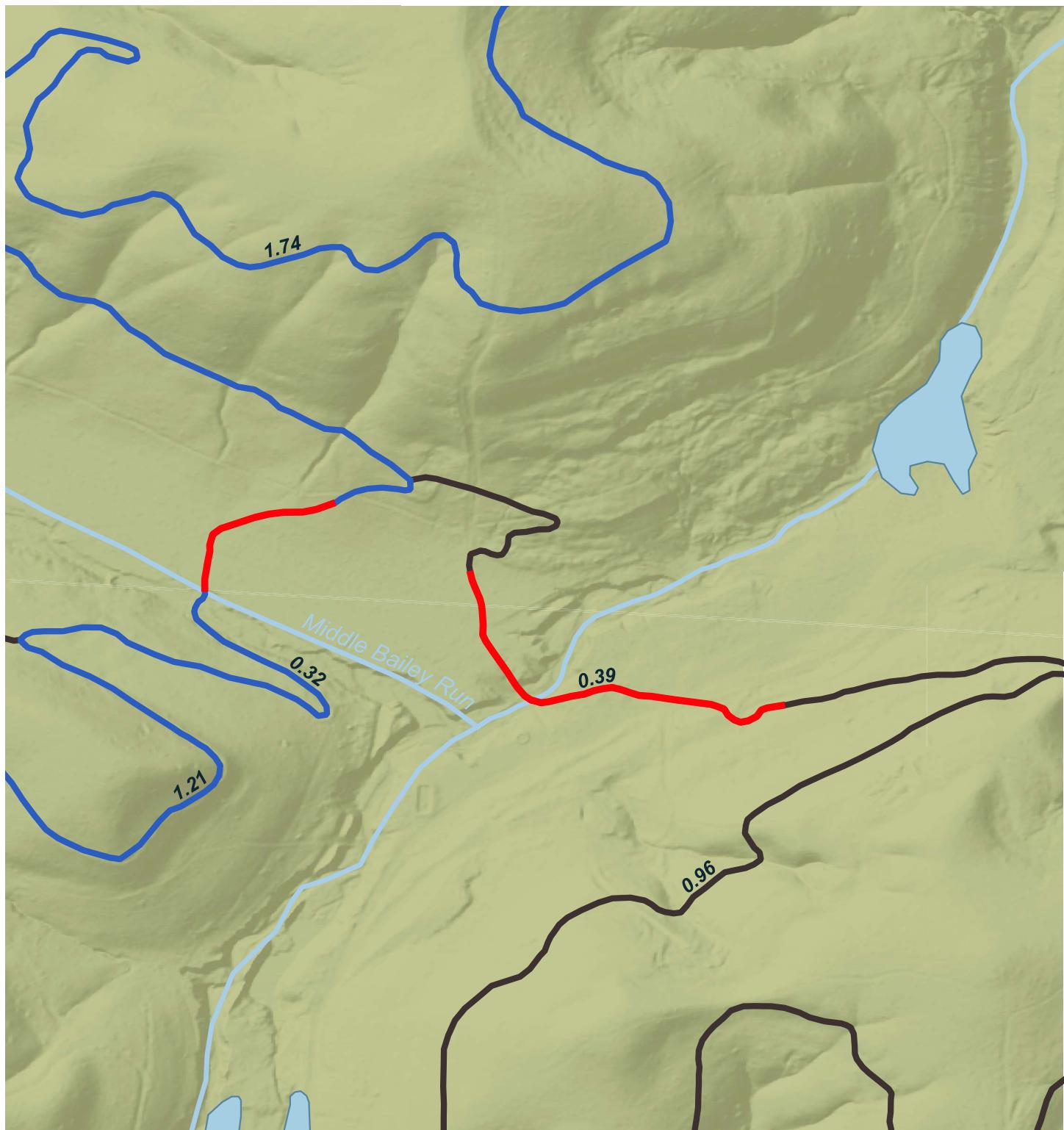
Chauncey Depot & Coal Train Trails Gravel Reshape/Rebuild

0 0.025 0.05 mi



Legend

- Project Component Trail Segments (Red)
- Easiest Trails (Green)
- More Difficult Trails (Blue)
- Most Difficult Trails (Black)
- Water Features (Blue line)
- Wayne National Forest (Light green shaded area)



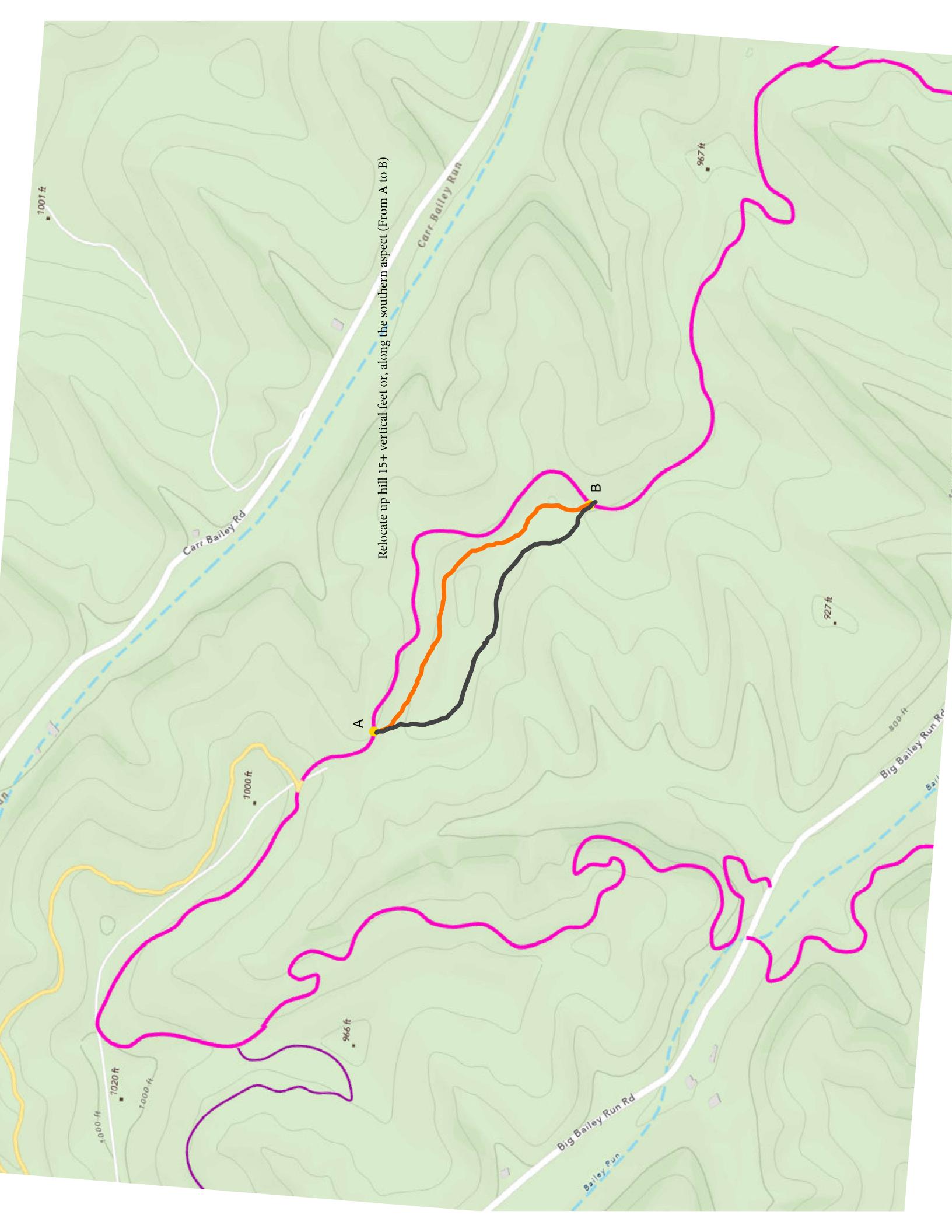
Legend

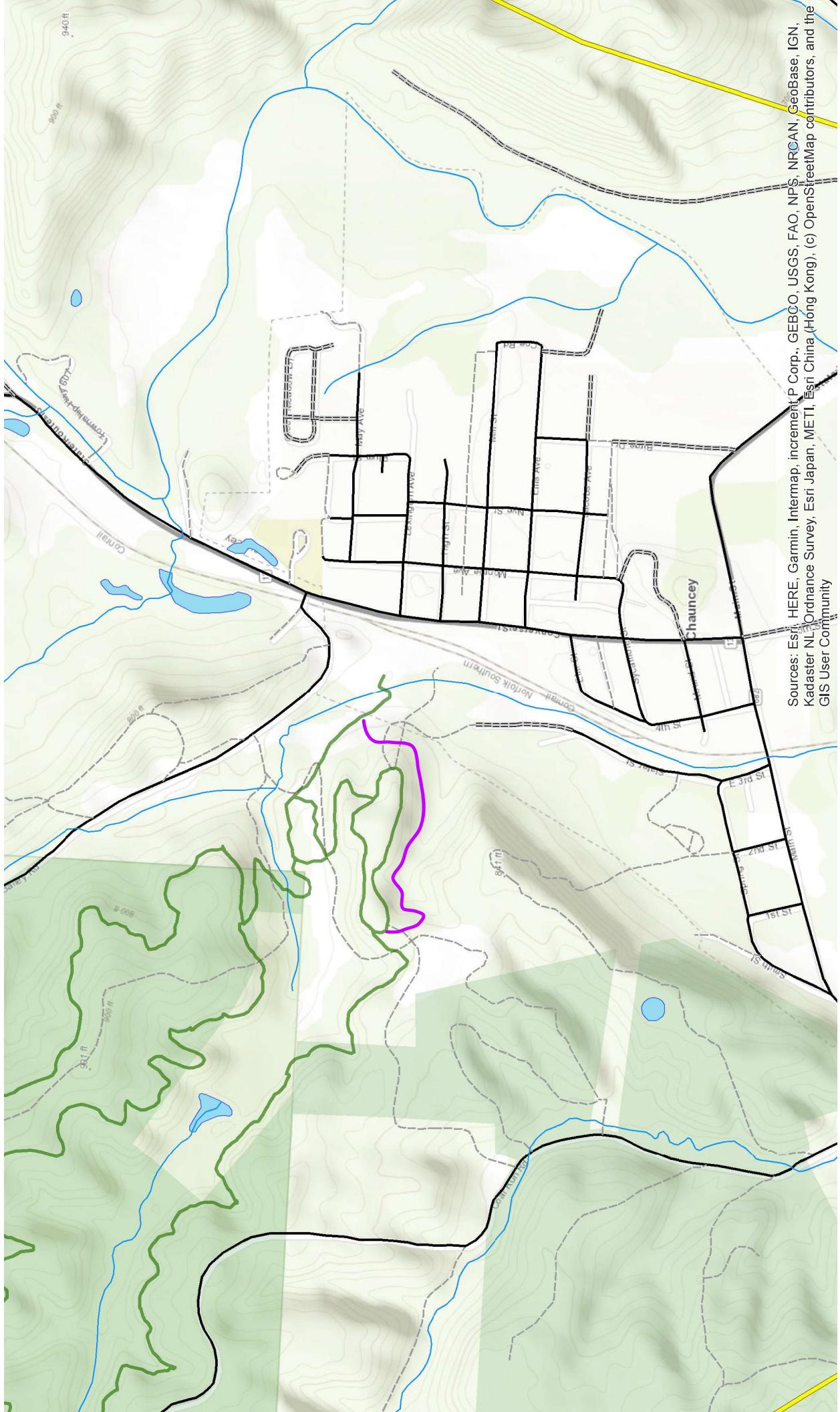
Blue Devil & Wild Turkey Gravel Repair Project

0 0.025 0.05 mi



- Project Component Location
- Easiest
- More Difficult
- Most Difficult
- Water Features
- Wayne National Forest





**2026 BAILEYS TRAIL SYSTEM CONSTRUCTION
REQUEST FOR BIDS
OUTDOOR RECREATION COUNCIL OF APPALACHIA**

**ATTACHMENT C. CLEAN AIR AND
FEDERAL WATER POLLUTION
CONTROL ACT**

ATTACHMENT D

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

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

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

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

**2026 BAILEYS TRAIL SYSTEM CONSTRUCTION
REQUEST FOR BIDS
OUTDOOR RECREATION COUNCIL OF APPALACHIA**

**ATTACHMENT D. SAMPLE CONTRACT
FOR CONSTRUCTION SERVICES**

**2026 BAILEYS TRAIL SYSTEM CONSTRUCTION
REQUEST FOR BIDS
OUTDOOR RECREATION COUNCIL OF APPALACHIA**

CONTRACT FOR [PROJECT TYPE] SERVICES

**FOR [PROJECT NAME] IN THE WAYNE NATIONAL
FOREST, ATHENS COUNTY, OHIO**

BETWEEN

**OUTDOOR RECREATION COUNCIL
OF APPALACHIA (ORCA)**

AND

[CONTRACTOR]

2026 BAILEYS TRAIL SYSTEM CONSTRUCTION
REQUEST FOR BIDS
OUTDOOR RECREATION COUNCIL OF APPALACHIA

Contract Forms

[Project Type] Services

PROJECT TITLE: [Project Title]

I. PURPOSE

The Outdoor Recreation Council of Appalachia (ORCA), a Council of Governments (COG) pursuant to ORC Chapter 167, is composed of six Athens County government members. ORCA's mission is "to develop outdoor recreation opportunities across governmental boundaries that create sustainable and equitable economic development, inspiring communities throughout Appalachian Ohio." ORCA is the permitted manager of the Baileys Trail System by the Wayne National Forest (www.baileystrailsystem.org). ORCA uses a holistic approach to outdoor recreation development to enhance and leverage existing assets to secure public and private investment in the region. For its member communities, ORCA's services include recreation asset development and management, acquisition of public and private investment for community and economic growth, strategic collaboration with key stakeholders and elected officials, and programs for community members including stewardship, tourism, recreation, and education.

[Specific project scope brief summary]

ORCA is contracting [Contractor] to complete this construction project utilizing grant funds. Construction activities will be completed as specified in Exhibit A:

1. General Contract Provisions
2. Project Specifications & Maps
3. [Addenda As Applicable]
4. Applicable State Prevailing Wage Rates
5. Clean Air and Federal Water Pollution Control Act
6. [Contractor, Bid Submission Date] Bid
7. Notice of Intent to Award
8. Notice of Award
9. Notice to Proceed

II. MUTUAL AGREEMENTS AND UNDERSTANDINGS

2026 BAILEYS TRAIL SYSTEM CONSTRUCTION
REQUEST FOR BIDS
OUTDOOR RECREATION COUNCIL OF APPALACHIA

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

13700 US Highway 33

Nelsonville, OH 45764

(740) 517-8445

jessie@orcaohio.com

For Wayne National Forest:

Kevin Green

Recreation Manager, Wayne National Forest

13700 US Highway 33

Nelsonville, OH 45764

(541) 620-3565

Kevin.green@usda.gov

2. COMMUNICATIONS.

Any communications affecting the operations or activities covered by this contract given by ORCA, Awardee's Name, or Wayne National Forest are sufficient only if in writing and delivered in person, mailed or transmitted electronically to all Principal Contacts listed above.

3. RESTRICTIONS.

This contract in no way restricts ORCA or Awardee's Name from participating in similar activities with other public or private agencies, organizations or individuals.

4. ELIGIBLE WORKERS.

Awardee's Name shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324a). Awardee's Name shall comply with the regulations regarding certification and retention of the completed forms. These requirements also apply to any contract awarded under this contract.

III. SPECIFIC CONTRACTUAL OBLIGATIONS

2026 BAILEYS TRAIL SYSTEM CONSTRUCTION
REQUEST FOR BIDS
OUTDOOR RECREATION COUNCIL OF APPALACHIA

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. State Prevailing Wage Rates are applicable to any contract developed and awarded under this project scope.

IV. APPLICABLE DOCUMENTS

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

1. General Contract Provisions
2. Project Specifications & Maps
3. [Addenda As Applicable]
4. Applicable State Prevailing Wage Rates
5. Clean Air and Federal Water Pollution Control Act
6. [Contractor, Bid Submission Date] Bid
7. Notice of Intent to Award
8. Notice of Award
9. Notice to Proceed

V. CONTRACT PRICE

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

2026 BAILEYS TRAIL SYSTEM CONSTRUCTION
REQUEST FOR BIDS
OUTDOOR RECREATION COUNCIL OF APPALACHIA

VI. 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.

VII. ACCESS TO THE SITE(S)

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

VIII. INSURANCE

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

IX. 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.

X. CONTRACT TIMEFRAME

Construction oversight services will begin upon contract signature by both parties. Contract work will be conducted as needed in collaboration with construction contractor scheduling to ensure intended overall project outcomes. The contract will continue until all construction activities for the [Project] have concluded.

2026 BAILEYS TRAIL SYSTEM CONSTRUCTION
REQUEST FOR BIDS
OUTDOOR RECREATION COUNCIL OF APPALACHIA

XI. MISCELLANEOUS.

1. Modifications. Any modifications to this Agreement, including any changes for additional services, shall be in writing signed by both parties.
2. 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.
3. Notices. Written notices shall be provided to the parties at the addresses provided herein.
4. 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.
5. Severability. If any term or provision of this Agreement or any application thereof shall be invalid or unenforceable, such term or provision shall be deemed to be severed from this Agreement, and the remainder of this Agreement and any other application of such term or provision shall not be affected or invalidated thereby.

XII. AGREEMENTS AND ADDITIONAL CERTIFICATIONS (ATTACHMENTS)

- A. Bonding and Insurance Requirements
- B. Contractor Qualifications
- C. Bid Guaranty and Contract Bond
- D. Non-Collusion Affidavit
- E. Certification Regarding Debarment, Suspension, and Other Responsibility Matters
- F. Affidavit in Compliance with Equal Employment Opportunity & Non-Discrimination
- G. Affidavit in Compliance with Section 3517.13 of the Ohio Revised Code
- H. Additional Certifications
- I. Sales and Use Tax Contractor's Exemption Certificate
- J. DMA Public Employment
- K. Form W-9

This Contract is hereby entered into and agreed upon by:

[Contractor]	Title	Date

**2026 BAILEYS TRAIL SYSTEM CONSTRUCTION
REQUEST FOR BIDS
OUTDOOR RECREATION COUNCIL OF APPALACHIA**

ORCA

Title

Date

CHANGE ORDER No.

Date:

Agreement Date: _____

Name of Project: _____

Owner:

Contractor:

The following changes are hereby made to the CONTRACT DOCUMENTS:

Justification:

Description:

Original CONTRACT PRICE:

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

**2026 BAILEYS TRAIL SYSTEM CONSTRUCTION
REQUEST FOR BIDS
OUTDOOR RECREATION COUNCIL OF APPALACHIA**

**ATTACHMENT E. STATE OF OHIO
WAGE DETERMINATIONS**

Prevailing Wage Rate Skilled Crafts

Name of Union: Labor HevHwy 3

Type of Rate: Commercial

Change #:
LCN02-2025ib

Craft:
Laborer

Effective Date:
6/11/2025

Effective Date:
6/11/2025

	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification											
Laborer Group 1	\$37.27	\$8.60	\$4.45	\$0.45	\$0.00	\$2.50	\$0.00	\$0.10	\$0.00	\$53.37	\$72.01
Group 2	\$37.44	\$8.60	\$4.45	\$0.45	\$0.00	\$2.50	\$0.00	\$0.10	\$0.00	\$53.54	\$72.26
Group 3	\$37.77	\$8.60	\$4.45	\$0.45	\$0.00	\$2.50	\$0.00	\$0.10	\$0.00	\$53.87	\$72.76
Group 4	\$38.22	\$8.60	\$4.45	\$0.45	\$0.00	\$2.50	\$0.00	\$0.10	\$0.00	\$54.32	\$73.43
Watch Person	\$32.00	\$8.60	\$4.45	\$0.45	\$0.00	\$2.50	\$0.00	\$0.10	\$0.00	\$48.10	\$64.10
Apprentice	BHR	Percent									
0-1000 hrs	\$29.82	\$80.00	\$8.60	\$4.45	\$0.45	\$0.00	\$2.50	\$0.00	\$0.10	\$0.00	\$45.92
1001-2000 hrs	\$31.68	\$85.00	\$8.60	\$4.45	\$0.45	\$0.00	\$2.50	\$0.00	\$0.10	\$0.00	\$47.78
2001-3000 hrs	\$33.54	\$90.00	\$8.60	\$4.45	\$0.45	\$0.00	\$2.50	\$0.00	\$0.10	\$0.00	\$49.64
3001-4000 hrs	\$35.41	\$95.00	\$8.60	\$4.45	\$0.45	\$0.00	\$2.50	\$0.00	\$0.10	\$0.00	\$51.51
More than 4000 hrs	\$37.27	\$100.00	\$8.60	\$4.45	\$0.45	\$0.00	\$2.50	\$0.00	\$0.10	\$0.00	\$53.37

(*)Special Calculation Note :

Watchmen have no Apprentices. Tunnel Laborer rate with air-pressurized add \$1.00 to the above wage rate. Commercial Driver's License – Any Laborer required to utilize a valid Commercial Driver's License (CDL), are in compliance with necessary FMCSA regulations and approved by the Contractor to operate a Commercial Motor Vehicle (CMV), shall be paid one dollar (\$1.00) per hour above the base rate for the entirety of their working shift.

Ratio :

1 Journeyman to 1 Apprentice 3 Journeyman to 1 Apprentice thereafter

Jurisdiction (* denotes special jurisdictional note) :

Adams, Allen, Ashland, Athens, Auglaize, Belmont, Brown, Butler, Carroll, Champaign, Clark, Clermont, Clinton, Columbiana, Coshocton, Crawford, Darke, Defiance, Delaware, Fairfield, Fayette, Franklin, Fulton, Gallia, Greene, Guernsey, Hamilton, Hancock, Hardin, Harrison, Henry, Highland, Hocking, Holmes, Jackson, Jefferson, Knox, Lawrence, Licking, Logan, Madison, Marion, Meigs, Mercer, Miami, Monroe, Montgomery, Morgan, Morrow, Muskingum, Noble, Paunder, Perry, Pickaway, Pike, Preble, Putnam, Richland, Ross, Scioto, Seneca, Shelby, Tuscarawas, Union, Van Wert, Vinton, Warren, Washington, Wayne, Williams, Wyandot

Special Jurisdictional Note :

Hod Carriers and Common Laborers - Heavy, Highway, Sewer, Waterworks, Utility, Airport, Railroad, Industrial and Building Site, Sewer Plant, Waste Water Treatment Facilities Construction

Details :

Group 1 Laborer (Construction); Plant Laborer or Yardman, Right-of-way Laborer, Landscape Laborer, Highway Lighting Worker, Signalization Worker, (Swimming) Pool Construction Laborer, Utility Man, *Bridge Man, Handyman, Joint Setter, Flagperson, Carpenter Helper, Waterproofing Laborer, Slurry Seal, Seal Coating, Surface Treatment or Road Mix Laborer, Riprap Laborer & Grouter, Asphalt Laborer, Dump Man (batch trucks), Guardrail & Fence Installer, Mesh Handler & Placer, Concrete Curing Applicator, Scaffold Erector, Sign Installer, Hazardous Waste (level D), Diver Helper, Zone Person and Traffic Control. *Bridge Man will perform work as per the October 31, 1949, memorandum on concrete forms, by and between the United Brotherhood of Carpenters and Joiners of America and the Laborers' International Union of North America, which states in; "the moving, cleaning, oiling and carrying to the next point of erection, and the stripping of forms which are not to be re-used, and forms on all flat arch work shall be done by members of the Laborers' International Union of North America." Group 2 Asphalt Raker, Screwperson or Paver, Concrete Puddler, Kettle Man (pipeline), All Machine-Driven Tools (Gas, Electric, Air), Mason Tender, Brick Paver, Mortar Mixer, Skid Steer, Sheeting & Shoring Person, Surface Grinder Person, Screedperson, Water Blast, Hand Held Wand, Power Buggy or Power Wheelbarrow, Paint Stripper, Plastic fusing Machine Operator, Rodding Machine Operator, Pug Mill Operator, Operator of All Vacuum Devices Wet or Dry, Handling of all Pumps 4 inches and under (gas, air or electric), Diver, Form Setter, Bottom Person, Welder Helper (pipeline), Concrete Saw Person, Cutting with Burning Torch, Pipe Layer, Hand Spiker (railroad), Underground Person (working in sewer and waterline, cleaning, repairing and reconditioning). Tunnel Laborer (without air), Caisson, Cofferdam (below 25 feet deep), Air Track and Wagon Drill, Sandblaster Nozzle Person, Hazardous Waste (level B), ***Lead Abatement, Hazardous Waste (level C) ***Includes the erecting of structures for the removal, including the encapsulation and containment of Lead abatement process. Group 3 Blast and Powder Person, Muckers will be defined as shovel men working directly with the miners, Wrencher (mechanical joints & utility pipeline), Yarner, Top Lander, Hazardous Waste (level A), Concrete Specialist, Curb Setter and Cutter, Grade Checker, Concrete Crew in Tunnels. Utility pipeline Tappers, Waterline, Caulker, Signal Person will receive the rate equal to the rate paid the Laborer classification for which the Laborer is signaling. Group 4 Miner, Welder, Gunite Nozzle Person A.) The Watchperson shall be responsible to patrol and maintain a safe traffic zone including but not limited to barrels, cones, signs, arrow boards, message boards etc. The responsibility of a watchperson is to see that the equipment, job and office trailer etc. are secure.

Prevailing Wage Rate Skilled Crafts

Name of Union: Labor Local 83

Type of Rate: Commercial

Change #:
LCN01-2025ib

Craft:
Laborer

Effective Date:
6/25/2025

Effective Date:
6/25/2025

	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification											
Laborer Group 1	\$42.12	\$8.60	\$4.45	\$0.40	\$0.00	\$1.00	\$0.00	\$0.15	\$0.14	\$56.86	\$77.92
Group 2	\$42.37	\$8.60	\$4.45	\$0.40	\$0.00	\$1.00	\$0.00	\$0.15	\$0.14	\$57.11	\$78.30
Group 3	\$42.52	\$8.60	\$4.45	\$0.40	\$0.00	\$1.00	\$0.00	\$0.15	\$0.14	\$57.26	\$78.52
Apprentice	BHR	Percent									
0-1000 hrs	\$25.27	\$60.00	\$8.60	\$4.45	\$0.40	\$0.00	\$1.00	\$0.00	\$0.15	\$0.14	\$40.01
1001-2000 hrs	\$29.48	\$70.00	\$8.60	\$4.45	\$0.40	\$0.00	\$1.00	\$0.00	\$0.15	\$0.14	\$44.22
2001-3000 hrs	\$33.70	\$80.00	\$8.60	\$4.45	\$0.40	\$0.00	\$1.00	\$0.00	\$0.15	\$0.14	\$48.44
3001-4000 hrs	\$37.91	\$90.00	\$8.60	\$4.45	\$0.40	\$0.00	\$1.00	\$0.00	\$0.15	\$0.14	\$52.65
More than 4000 hrs	\$42.12	\$100.00	\$8.60	\$4.45	\$0.40	\$0.00	\$1.00	\$0.00	\$0.15	\$0.14	\$56.86

(*)Special Calculation Note :

Other is LEAD-CAP

Ratio :

1 Journeymen to 1 Apprentice 4 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

Adams, Athens, Gallia, Highland, Jackson, Lawrence, Meigs, Pike, Ross, Scioto, Vinton

Special Jurisdictional Note :

Details :

Group 1 Building & Construction Laborers, Signalman, Plaster Tenders, Carpenter Tenders, Mason Tenders, Mortar Mixers, Pipe Layers, Bottom Man, Sheeting & Shoring Men, Watchmen & Waterboy. Group 2 Air & Machine Driver Tool Operators, Hand Spikers, Chain Saws, Powered Concrete Buggies, Asphalt Rakers & Smoothers, Form Setters (Street & Highway) Burning & Cutting Torches Group 3 Gunnite Machine Operator, Gunnite Nozzle Man, Powder Men & Blasters, Miners (Tunnel & Caisson) Muckers (Tunnel & Caisson). All Hazardous & High Work performed in excess of 25 ft. above solid base shall pay .25 per hour above Classification. In the erection, alteration, repair or demolition of reinforced concrete chimneys, masonry chimneys, silos, and furnaces, the following rates shall apply: 25- 100 ft. \$1.00 per hour/over base rate 100-150 ft. \$1.25 per hour/over base rate 150-200 ft. \$1.50 per hour/over base rate 200-250 ft. \$1.75 per hour/over base rate Over 250 ft. \$2.00 per hour/over base rate

Prevailing Wage Rate Skilled Crafts

Name of Union: Operating Engineers - Building Local 18 - Zone III

Type of Rate: Commercial

Change #:
LCN01-2025ib

Craft:
Operating Engineer

Effective Date:
5/1/2025

Effective Date:
5/1/2025

	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification											
Operator Group A	\$45.84	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$62.74	\$85.66
Operator Group B	\$45.72	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$62.62	\$85.48
Operator Group C	\$44.68	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$61.58	\$83.92
Operator Group D	\$43.50	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$60.40	\$82.15
Operator Group E	\$38.04	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$54.94	\$73.96
Master Mechanic	\$46.84	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$63.74	\$87.16
Lift Director	\$46.84	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$63.74	\$87.16
Cranes & Mobile Concrete Pumps 150'-180'	\$46.34	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$63.24	\$86.41
Cranes & Mobile Concrete Pumps 180'-249'	\$46.84	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$63.74	\$87.16
Cranes & Mobile Concrete Pumps 249' and over	\$47.09	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$63.99	\$87.54
Apprentice	BHR	Percent									
1st Year	\$22.92	\$50.00	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$39.82
2nd Year	\$27.50	\$60.00	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$44.40
3rd Year	\$32.09	\$70.00	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$48.99
4th Year	\$36.67	\$80.00	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$53.57
Field Mechanic Trainee	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
1st Year	\$27.50	\$60.00	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$44.40
2nd Year	\$32.09	\$70.00	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$48.99
3rd Year	\$36.67	\$80.00	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$53.57
4th Year	\$41.26	\$90.00	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$58.16
											\$78.78

(*)Special Calculation Note :

Ratio :

For every (3) Operating Engineer Journeymen employed by the company there may be employed (1) Registered Apprentice or trainee Engineer through the referral when they are available. An apprenice, while employed as part of a crew per Article VIII, paragraph 77, will not be subject to the apprenticeship ratios in this collective bargaining agreement

Jurisdiction (* denotes special jurisdictional note) :

Adams, Allen, Ashland, Athens, Auglaize, Belmont, Brown, Butler, Carroll, Champaign, Clark, Clermont, Clinton, Coshocton, Crawford, Darke, Defiance, Delaware, Fairfield, Fayette, Franklin, Fulton, Gallia, Greene, Guernsey, Hamilton, Hancock, Hardin, Harrison, Henry, Highland, Hocking, Holmes, Jackson, Jefferson, Knox, Lawrence, Licking, Logan, Madison, Marion, Meigs, Mercer, Miami, Monroe, Montgomery, Morgan, Morrow, Muskingum, Noble, Ottawa, Paulding, Perry, Pickaway, Pike, Preble, Putnam, Richland, Ross, Sandusky, Scioto, Seneca, Shelby, Stark, Tuscarawas, Union, Van Wert, Vinton, Warren, Washington, Wayne, Williams, Wyandot

Special Jurisdictional Note :

Details :

Note: There will be a 10% increase for the apprentices on top of the percentages listed above provided they are operating mobile equipment. Group A- Barrier Moving Machines; Boiler Operators or Compressor Operators, when compressor or boiler is mounted on crane (Piggyback Operation); Boom Trucks (all types); Cableways Cherry Pickers; Combination - Concrete Mixers & Towers; All Concrete Pumps with Booms; Cranes (all types); Compact Cranes, track or rubber over 4,000 pounds capacity; Cranes self-erecting, stationary, track or truck (all configurations); Derricks (all types); Draglines; Dredges (dipper, clam or suction) 3-man crew; Elevating Graders or Euclid Loaders; Floating Equipment; Forklift (rough terrain with winch/hoist); Gradalls; Helicopter Operators, hoisting building materials; Helicopter Winch Operators, Hoisting building materials; Hoes (All types); Hoists (with two or more drums in use); Horizontal Directional Drill; Hydraulic Gantry (lift system); Laser Finishing Machines; Laser Screed and like equipment; Lift Slab or Panel Jack Operators; Locomotives (all types); Maintenance Operator/Technician(Mechanic Operator/Technician and/or Welder); Mixers, paving (multiple drum); Mobile Concrete Pumps, with booms; Panelboards, (all types on site); Pile Drivers; Power Shovels; Prentice Loader; Rail Tamper (with automatic lifting and aligning device); Rotary Drills (all), used on caissons for foundations and sub-structure; Side Booms; Slip Form Pavers; Straddle Carriers (Building Construction on site); Trench Machines (over 24" wide); Tug Boats. Group B - Articulating/end dumps (minus \$4.00/hour from Group B rate); Asphalt Pavers; Bobcat-type and/or skid steer loader with hoe attachment greater than 7000 lbs.; Bulldozers; CMI type Equipment; Concrete Saw, Vermeer-type; Endloaders; Hydro Milling Machine; Kolman-type Loaders (Dirt Loading); Lead Greasemen; Mucking Machines; Pettibone-Rail Equipment; Power Graders; Power Scoops; Power Scrapers; Push Cats; Rotomills (all), grinders and planers of all types. Group C - A-Frames; Air Compressors, Pressurizing Shafts or Tunnels; All Asphalt Rollers; Bobcat-type and/or Skid Steer Loader with or without attachments; Boilers (15 lbs. pressure and over); All Concrete Pumps (without booms with 5 inch system); Fork Lifts (except masonry); Highway Drills - all types (with integral power); Hoists (with one drum); House Elevators (except those automatic call button controlled), Buck Hoists, Transport Platforms, Construction Elevators; Hydro Vac/Excavator (when a second person is needed, the rate of pay will be "Class E"); Man Lifts; Material hoist/elevators; Mud Jacks; Pressure Grouting; Pump Operators (installing or operating Well Points or other types of Dewatering Systems); Pumps (4 inches and over discharge); Railroad Tie (Inserter/Remover); Rotovator (Lime-Soil Stabilizer); Submersible Pumps (4"and over discharge); Switch & Tie Tampers (without lifting and aligning device); Trench Machines (24" and under); Utility Operators. Group D - Backfillers and Tampers; Ballast Re-locator; Batch Plant Operators; Bar and Joint Installing Machines; Bull Floats; Burlap and Curing Machines; Clefplanes; Compressors, on building construction; Concrete Mixers, more than one bag capacity; Concrete Mixers, one bag capacity (side loaders); All Concrete Pumps (without boom with 4" or smaller system); Concrete Spreader; Conveyors, used for handling building materials; Crushers; Deckhands; Drum Fireman (in asphalt plants); Farm type tractors pulling attachments; Finishing Machines; Form Trenchers; Generators; Gunite Machines; Hydro-seeders; Pavement Breakers (hydraulic or cable); Post Drivers; Post Hole Diggers; Pressure Pumps (over 1/2") discharge); Road Widening Trenchers; Rollers (except asphalt); Self-propelled sub-graders; Shotcrete Machines; Tire Repairmen; Tractors, pulling sheepfoot post roller or grader; VAC/ALLS; Vibratory Compactors, with integral power; Welders. Group E – Allen Screed Paver (concrete); Boilers (less than 15 lbs. pressure); Cranes-Compact, track or rubber (under 4,000 pounds capacity); Directional Drill "Locator"; Fueling and greasing +\$3.00; Inboard/outboard Motor Boat Launches; Light Plant Operators; Masonry Fork Lifts; Oilers/Helpers; Power Driven Heaters (oil fired); Power Scrubbers; Power Sweepers; Pumps (under 4 inch discharge); Signalperson, Submersible Pumps (under 4" discharge). Master Mechanics - Master Mechanic Cranes 150' – 180' - Boom & Jib 150 - 180 feet Cranes 180' – 249' - Boom & Jib 180 - 249 feet Cranes 250' and over - Boom & Jib 250 feet or over

Prevailing Wage Rate Skilled Crafts

Name of Union: Operating Engineers - Hwy Zone II

Type of Rate: Commercial

Change #:
LCN01-2025ib

Craft:
Operating Engineer

Effective Date:
5/1/2025

Effective Date:
5/1/2025

	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification											
Operator Class A	\$45.84	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$62.74	\$85.66
Operator Class B	\$45.72	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$62.62	\$85.48
Operator Class C	\$44.68	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$61.58	\$83.92
Operator Class D	\$43.50	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$60.40	\$82.15
Operator Class E	\$38.04	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$54.94	\$73.96
Master Mechanic	\$46.84	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$63.74	\$87.16
Lift Director	\$46.84	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$63.74	\$87.16
Crane and Mobile Concrete Pump 150' - 179'	\$46.34	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$63.24	\$86.41
Crane and Mobile Concrete Pump 180' - 249'	\$46.84	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$63.74	\$87.16
Crane and Mobile Concrete Pump 250' and Ove	\$47.09	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$63.99	\$87.54
Apprentice	BHR	Percent									
1st Year	\$22.92	\$50.00	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$39.82
2nd Year	\$27.50	\$60.00	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$44.40
3rd Year	\$32.09	\$70.00	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$48.99
4th Year	\$36.67	\$80.00	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$53.57
Field Mech Trainee	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
1st year	\$27.50	\$60.00	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$44.40
2nd year	\$32.09	\$70.00	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$48.99
3rd year	\$36.67	\$80.00	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$53.57
4th year	\$41.26	\$90.00	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$58.16
											\$78.78

(*)Special Calculation Note :

Other: Education & Safety Fund Misc: National Training

Ratio :

For every (3) Operating Engineer Journeymen employed by the company, there may be employed (1) Registered Apprentice or Trainee Engineer through the referral when they are available. An Apprentice, while employed as part of a crew per Article VIII, paragraph 68 will not be subject to the apprenticeship ratios in this collective bargaining agreement

Jurisdiction (* denotes special jurisdictional note) :

Adams, Allen, Ashland, Athens, Auglaize, Belmont, Brown, Butler, Carroll, Champaign, Clark, Clermont, Clinton, Coshocton, Crawford, Darke, Defiance, Delaware, Fairfield, Fayette, Franklin, Fulton, Gallia, Greene, Guernsey, Hamilton, Hancock, Hardin, Harrison, Henry, Highland, Hocking, Holmes, Huron, Jackson, Jefferson, Knox, Lawrence, Licking, Logan, Lucas, Madison, Marion, Meigs, Mercer, Miami, Monroe, Montgomery, Morgan, Morrow, Muskingum, Noble, Ottawa, Pauoding, Perry, Pickaway, Pike, Preble, Putnam, Richland, Ross, Sandusky, Scioto, Seneca, Shelby, Stark, Tuscarawas, Union, Van Wert, Vinton, Warren, Washington, Wayne, Williams, Wood, Wyandot

Special Jurisdictional Note :**Details :**

**Apprentices will receive a 10% increase on top of the percentages listed above provided they are operating mobile equipment. Class A - Air Compressors on Steel Erection; Asphalt Plant Engineers (Cleveland District Only); Barrier Moving Machine; Boiler Operators, Compressor Operators, or Generators, when mounted on a rig; Boom Trucks (all types); Cableways; Cherry Pickers; Combination- Concrete Mixers & Towers; Concrete Plants (over 4 yd capacity); Concrete Pumps; Cranes (all types); Compact Cranes track or rubber over 4,000 pounds capacity; Cranes self-erecting stationary, track or truck; Derricks (all types); Draglines; Dredges dipper, clam or suction; Elevating Graders or Euclid Loaders; Floating Equipment (all types); Gradalls; Helicopter Crew (Operator- hoist or winch); Hoes (all types); Hoisting Engines; Hoisting Engines, on shaft or tunnel work; Hydraulic Gantry (lifting system); Industrial-type Tractors; Jet Engine Dryer (D8 or D9) diesel Tractors; Locomotives (standard gauge); Maintenance Operators/Technicians (class A); Mixers, paving (single or double drum); Mucking Machines; Multiple Scrapers; Piledriving Machines (all types); Power Shovels, Prentice Loader; Quad 9 (double pusher); Rail Tamper (with automatic lifting and aligning device); Refrigerating Machines (freezer operation); Rotary Drills, on caisson work; Rough Terrain Fork Lift with winch/hoist; Side Booms; Slip Form Pavers; Survey Crew Party Chiefs; Tower Derricks; Tree Shredders; Trench Machines (over 24" wide); Truck Mounted Concrete Pumps; Tug Boats; Tunnel Machines and /or Mining Machines; Wheel Excavators. Class B - Asphalt Pavers; Automatic Subgrade Machines, self-propelled (CMI-type); Bobcat-type and /or Skid Steer Loader with hoe attachment greater than 7000 lbs.; Boring Machine Operators (more than 48 inches); Bulldozers; Concrete Saws, Vermeer type; Endloaders; Horizontal Directional Drill (50,000 ft. lbs. thrust and over); Hydro Milling Machine; Kolman-type Loaders (production type-dirt); Lead Greasemen; Lighting and Traffic Signal Installation Equipment includes all groups or classifications; Maintenance Operators/Technicians, Class B; Material Transfer Equipment (shuttle buggy) Asphalt; Pettibone-Rail Equipment; Power Graders; Power Scrapers; Push Cats; Rotomills (all), Grinders and Planners of all types, Groovers (excluding walk-behinds); Trench Machines (24 inch wide and under). Class C - A-Frames; Air Compressors, on tunnel work (low Pressure); Articulating/straight bed end dumps if assigned (minus \$4.00 per hour); Asphalt Plant Engineers (Portage and Summit Counties only); Bobcat-type and/or skid steer loader with or without attachments; Drones; Highway Drills (all types); HydroVac/Excavator (when a second person is needed, the rate of pay will be "Class E"); Locomotives (narrow gauge); Material Hoist/Elevators; Mixers, concrete (more than one bag capacity); Mixers, one bag capacity (side loader); Power Boilers (over 15 lbs. pressure); Pump Operators (installing or operating well Points); Pumps (4 inch and over discharge); Railroad Tie Inserter/Remover; Rollers, Asphalt; Rotovator (lime-soil Stabilizer); Switch & Tie Tampers (without lifting and aligning device); Utilities Operators, (small equipment); Welding Machines and Generators. Class D – Backfillers and Tampers; Ballast Re-locator; Bar and Joint Installing Machines; Batch Plant Operators; Boring Machine Operators (48 inch or less); Bull Floats; Burlap and Curing Machines; Concrete Plants (capacity 4 yds. and under); Concrete Saws (multiple); Conveyors (highway); Crushers; Deckhands; Farm type tractors, with attachments (highway); Finishing Machines; Firemen, Floating Equipment (all types); Fork Lifts (highway), except masonry; Form Trenchers; Hydro Hammers; Hydro Seeders; Pavement Breakers (hydraulic or cable); Plant Mixers; Post Drivers; Post Hole Diggers; Power Brush Burners; Power Form Handling Equipment; Road Widening Trenchers; Rollers (brick, grade, macadam); Self-Propelled Power Spreaders; Self-Propelled Sub-Graders; Steam Firemen; Survey Instrument men; Tractors, pulling sheepfoot rollers or graders; Vibratory Compactors, with integral power. Class E - Compressors (portable, Sewer, Heavy and Highway); Cranes-Compact, track or rubber under 4,000 pound capacity; Drum Firemen (asphalt plant); Fueling and greasing (Primary Operator with Specialized CDL Endorsement Add \$3.00/hr); Generators; Inboard-Outboard Motor Boat Launches; Masonry Fork Lifts; Oil Heaters (asphalt plant); Oilers/Helpers; Power Driven Heaters (oil fired); Power Scrubbers; Power Sweepers; Pumps (under 4 inch discharge); Signalperson; Survey Rodmen or Chairmen; Tire Repairmen; VAC/ALLS. Master Mechanic - Master Mechanic Cranes and Mobile Concrete Pumps 150' -179' - Boom & Jib 150 - 179 feet Cranes and Mobile Concrete Pumps 180' - 249' - Boom & Jib 180 - 249 feet Cranes and Mobile Concrete Pumps 250' and over - Boom & Jib 250 feet or over

2026 BAILEYS TRAIL SYSTEM CONSTRUCTION
REQUEST FOR BIDS
OUTDOOR RECREATION COUNCIL OF APPALACHIA

ATTACHMENT F. ADDENDA

This Attachment includes the following:

- F.1 Addendum 001: Prevailing Wage Rates
- F.2 Addendum 002: Updated Bid Forms
- F.3 Addendum 003: Timeline Considerations
- F.4 Addendum 004: Contractor Q&A

Addendum 001

Prevailing Wage Rates

2026 Baileys Trail System Construction
Outdoor Recreation Council of Appalachia
February 3, 2026

The bid book has been updated with current state prevailing wage rates. Contractors should be aware that the prior bid book did not include the correct wage rates for this project. This project requires use of state prevailing wage rates and timely submission of prevailing wage rate reports.

Addendum 002

Updated Bid Forms

2026 Baileys Trail System Construction
Outdoor Recreation Council of Appalachia
February 3, 2026

The updated version of the bid book includes restructured bid forms to allow contractors to indicate how Mobilization & Access pricing would differ depending on should all projects be awarded or individual projects. Updated bid forms can be found in the bid book beginning on page 10.

Addendum 003

Timeline Considerations

2026 Baileys Trail System Construction

Outdoor Recreation Council of Appalachia

February 3, 2026

Below are new details regarding timeline considerations for the five component projects. Contractors will be in communication with the various partners to learn updated information on when different projects can commence. All projects need to be completed by May 31, 2026.

1. Buchtel Spring Trail
 - a. The Buchtel Spring Trail does not have any timeline considerations, and can be worked on at any time as weather allows.
2. Chauncey Depot & Coal Train Trail Gravel Reshape/Rebuild
 - a. The Wayne National Forest will be conducting a prescribed burn on the property sometime in spring 2026 based on weather considerations. We will keep the contractors updated on when the Forest Service will be conducting this burn. When the burn happens the contracts will need to pause work and remove all equipment. Past spring season burns have generally been mid to late March.
3. Blue Devil & Wild Turkey Gravel Reshape/Rebuild
 - a. The Buchtel Spring Trail does not have any timeline considerations, and can be worked on at any time as weather allows.
4. Nebo Spirit Trail Reroute
 - a. The trail reroute needs an environmental assessment completed before construction can begin. The Forest Service is in the process of completing this environmental assessment. There are some elements of the assessment that cannot be completed until vegetation is growing, which will likely make this project be the final one that can be started. We will communicate with contractors on the progress of the NEPA analysis. There is a chance this project will not be able to be completed as part of this 2026 Baileys build.
5. NICA Connector Trail Reroute
 - a. The trail alignment runs close to private property so a property boundary survey will be conducted prior to the start of construction. The survey will be completed by mid to late April. We will communicate with contractors regarding when the survey is anticipated to be completed.
 - b. The Wayne National Forest will be conducting a prescribed burn on the property sometime in spring 2026 based on weather considerations. We will keep the

contractors updated on when the Forest Service will be conducting this burn. When the burn happens the contracts will need to pause work and remove all equipment. Past spring season burns have generally been mid to late March. When the burn happens the contracts will need to pause work and remove all equipment.

Addendum 004

Contractor Q&A

2026 Baileys Trail System Construction

Outdoor Recreation Council of Appalachia

February 3, 2026

Q: What are the finished trail widths for the different trail difficulty levels?

A: This can be found in the Trail Specifications Attachment (Attachment A) in the bid book. Trail widths include:

- All Weather Aggregate Surface
 - Typical Tread Width: 36"-72" (Sufficient clearance for mobility devices 36" wide)
 - Typical Corridor Width: 60"-96"
- Frontcountry Natural Surface (Green/Easy & Blue/Intermediate Difficulty)
 - Typical Tread Width: 36"-50"
 - Typical Corridor Width: 48"-60"
- Backcountry Natural Surface (Blue/Intermediate & Black/Difficult Difficulty)
 - Typical Tread Width: 12" - 36"
 - Typical Corridor Width: 36"-48"

Q: Is there a target date for when the bids will be awarded by?

A: A Notice of Intent to Award will be issued no later than February 20, 2026. A Contract and Notice to Proceed will be issued no later than March 6, 2026.

Q: How will it work if the full quantity of materials is not required for the project?

A: Payment will be based on actual unit cost used in the project.

Q: Do we need to separate mobilization and access out per project or can we consolidate it into one mobilization fee?

A: See Addendum 002 for restructured bid forms which allows for this.

Q: What sort of drainage enhancements are needed for the Chauncey Depot project?

A: Existing culverts and ditch lines which feed them will need to be maintained. Additional rolling grade dip reinforcement will be needed, as well as grading to manage water flow.

Q: For the Blue Devil/Wild Turkey project, what drainage enhancements are needed?

A: Topping existing alignment to promote good drainage. The project sections are flat and in stream beds, so need additional gravel and grading.

Q: What will access be like for the Buchtel Spring Trail project?

A: Preferred access would be through the Snow Fork Event Center as the trailhead is under construction. The Snow Fork Event Center is a field, and so any disturbance caused by contractors should be repaired. Contractors must be sensitive to clean up needs as this site is an event center. See Addendum 002 for updated bid forms which include a line item for any restorative seed and mulching expenses for the Buchtel Spring Trail project.

Q: Would there need to be coordination with the private property owner for the Buchtel Spring Trail project?

A: Yes, that project is on private property with a donated easement. We will assist with coordination with the property owner.

Q: When will addenda be shared?

A: It will be added to the website on February 3, and we will notify everyone by email when that comes available.

Q: Do you by any chance have an estimated cost for this project for bonding purposes?

A: Anticipated in the range of \$175,000 - \$250,000 for all component projects

Q: I plan to visit the site as soon as conditions allow. Are you aware of any constrictions or specific challenges I should be aware of before my visit?

A: For visiting the project sites, 1 of them is on private property, and 1 runs very close to private property. So we must be notified when you plan on visiting so we can coordinate with the property owner.