



CITY OF GAHANNA

County of Franklin
State of Ohio

Contract Documents

And

Specifications

For

GAHANNA SWIMMING POOL PVC POOL MEMBRANE

Proposal Submitted By: Aquatic Renovation Systems, Inc

Street Address: 2825 E. 55th Place

City, State, Zip: Indianapolis, IN 46220

Telephone #: 317-251-0207 800-783-7005

Bid Opening Date: February 23, 2018 @ 11:00a.m.

Jeffrey Barr

Director of Parks and Recreation



CITY OF GAHANNA

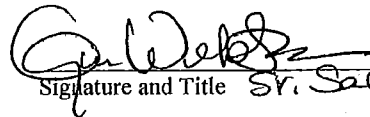
ADDENDUM #1

GAHANNA SWIMMING POOL PVC POOL MEMBRANE

A pre-bid site meeting is available at the Gahanna Swimming Pool (148 Parkland Dr. Gahanna, OH 43230). Prospective bidders will have the ability to survey the site and become familiar with existing conditions. Conflicts and questions that are not clearly stated in the bid documents shall only be answered by written addendum. Please contact Stephania Bernard-Ferrell, Deputy Director of Parks and Recreation, to schedule pre-bid meeting Stephania.Bernard-Ferrell@Gahanna.gov (614) 342-4259.

Please attach with the sealed proposal due on **February 23, 2018 @ 11:00 am.**

ADDENDUM #1 is hereby acknowledged:


Signature and Title Sr. Sales Representative

Aquatics Renovation Systems, Inc
Company Name

2/16/18
Date

Issued: February 12, 2018

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Appendix C: Bid Documents (all documents in this appendix must be completed and submitted at the time of the bid opening along with any addenda and clarifications if they were issued)

- Statement of Qualifications
- Subcontractors List
- Affidavit
- Affidavit ORC 5719.042
- Noncollusion Affidavit
- Escrow Waiver
- Bid Guaranty and Contract Bond
- Proposal/Bid Tab

Appendix D: Contract (only to be filled out *after* project is awarded)

CD

NOTICE TO BIDDERS

Sealed bids will be received by the City of Gahanna in the office of the Parks and Recreation Director, 200 South Hamilton Road, Gahanna, OH 43230 until 11:00am (local time) on **February 23, 2018** and publicly opened and read thereafter for:

GAHANNA SWIMMING POOL PVC POOL MEMBRANE

Engineer's Estimate: \$80,812.00

The project consists of the installation of a PVC membrane to a single pool located at The Gahanna Swimming Pool. The work shall commence no sooner than March 1, 2018 and be completed by May 22, 2018.

Copies of the contract documents are available for review in the office of the Parks and Recreation Director, City Hall, 200 South Hamilton Road, Gahanna, Ohio 43230 without charge. Copies may be purchased for \$25, which is non-refundable.

All bids must be accompanied by a bid guaranty payable to the City of Gahanna. The preferred type is a bond for the full amount of the bid, including all add alternates, as prescribed by Section 153.571 of the Ohio Revised Code. This method must use the Bid Guaranty and Contract Bond form included in the bid documents and must be issued by a surety company or corporation licensed in the state of Ohio.

Other acceptable types of bid guaranty include a certified check, cashier's check or irrevocable letter of credit equal to ten percent (10%) of the bid, including all add alternates. If the bid is accepted using this method, a satisfactory Performance and Payment Bond must be furnished equal to one hundred percent (100%) of the bid within ten (10) days after notice of award.

If State Labor Standards Provisions and State Wage Decisions are applicable to this project it will be a part of the contract documents.

No bidder may withdraw their bid for a period of sixty (60) days after the date of the bid opening. The City will award the contract to the bidder submitting the lowest and best bid. The City reserves the right to reject any and all bids including those which in the opinion of the Parks and Recreation Director show evidence of unbalanced prices. The City also reserves the right to waive technical defects as the interest of the City may require.

Jeffrey Barr, Director of Parks and Recreation
Advertise: February 8, 2018 & February 15, 2018

INFORMATION AND REQUIREMENTS FOR BIDDERS

INTERPRETATION OF CONTRACT DOCUMENTS. If a potential bidder is in doubt as to the true meaning of any part of the contract documents, they may submit a written request for an interpretation thereof to the Department of Parks and Recreation a minimum of five (5) business days prior to the bid opening date. The potential bidder submitting the request will be responsible for its prompt delivery.

Any interpretation of the contract documents will be made only by addendum or clarification duly issued by the Department of Parks and Recreation. Addenda and clarifications will be sent via email, unless a different delivery method is requested, to each potential bidder that has obtained the contract documents from the City or asked to be added to the plan holders list. Any addenda will be issued a minimum of 72 hours prior to the bid opening date and time. The Department of Parks and Recreation will not be responsible for any other explanations of the contract documents made prior to the receipt of bids. All addenda and clarifications issued shall become part of the contract documents.

BID DOCUMENTS. All bid documents in Appendix C must be completed and submitted at the time of the bid opening along with any addenda and clarifications if issued. No additional or qualifying clauses shall be written in. Unit prices shall govern in the case of a discrepancy. Mathematical errors will be subject to correction.

BID GUARANTY. All bids must be accompanied by a bid guaranty payable to the City of Gahanna. The preferred type is a bond for the full amount of the bid, including all add alternates, as prescribed by Section 153.571 of the Ohio Revised Code. This method must use the Bid Guaranty and Contract Bond form included in the bid documents and must be issued by a surety company or corporation licensed in the state of Ohio.

Other acceptable types of bid guaranty include a certified check, cashier's check or irrevocable letter of credit equal to ten percent (10%) of the bid, including all add alternates. If the bid is accepted using this method, a satisfactory Performance and Payment Bond must be furnished equal to one hundred percent (100%) of the bid within ten (10) days after notice of award.

Certified or cashier's checks of unsuccessful bidders will be held by the City for sixty (60) days after the bid opening.

WAGE RATES. If State Labor Standards Provisions and State Wage Decisions are applicable to this project it will be a part of the contract documents. Furthermore, the bidder awarded the contract and all of its subcontractors will be required to pay not less than the rates indicated or the various classes of work required for this improvement.

SUBMITTAL AND OPENING OF BIDS. Bids will be received by the City of Gahanna at the office of the Director of Parks and Recreation, 200 South Hamilton Road, Gahanna, Ohio 43230 until the date and time listed on the notice to bidders and will be publicly opened and read aloud at that time. Bids must be submitted in a sealed envelope, addressed to the Director of Parks and

Recreation, 200 South Hamilton Road, Gahanna, Ohio 43230. The envelope must be plainly marked with the notation 'Bid' and include the name of the project along with the bidder's name and address. If a bid is sent by mail, the sealed envelope containing the bid must be enclosed in another envelope plainly marked with the notation 'Bid Enclosed'. It is the sole responsibility of the bidder to see that their bid is received in the proper time. Any bids received after the date and time listed on the notice to bidders will not be accepted. No bidder may withdraw their bid for a period of sixty (60) days after the date of the bid opening.

AWARD OF CONTRACT. The contract will be awarded to the lowest and best bidder within sixty (60) days after the date on which the bids are opened. In determining the lowest and best bid, the following elements will be considered: whether the bidder involved (a) maintains a permanent place of business; (b) has adequate equipment to do the work properly and expeditiously; (c) has a suitable financial status to meet obligations incident to the work; (d) has appropriate technical experience. The city reserves the right to accept or reject any or all portions of the bid including those which in the opinion of the Parks and Recreation Director show evidence of unbalanced prices. The City also reserves the right to waive technical defects as the interest of the City may require as well as waive all informalities not involving price, time or changes in the work and to negotiate contract terms with the successful bidder.

The failure to award and execute the contract by the City within sixty (60) days invalidates the entire bid proceedings and all bids submitted, unless the time for awarding and executing the contract is extended by mutual consent by written agreement between the City or its representatives and the bidder whose bid the City accepts, and with respect to whom the City subsequently awards and executes a contract.

If the time for awarding the contract is extended by mutual consent, or if the City or its representative fails to issue a timely notice to proceed as required, the City or its representative shall issue a change order authorizing delay costs to the contractor, which does not invalidate the contract. The amount of such a change order to the City shall be determined in accordance with the provisions of the contract for change orders or force accounts. In the event of a dispute between the City and the contractor concerning such change order, then the cost to the City shall be the contractor's actual costs including wages, labor costs other than wages, wage taxes, materials, equipment costs and rentals, insurance, and sub-contracts attributable to the delay, plus a reasonable sum for overhead.

PRE-CONSTRUCTION CONFERENCE. A Pre-Construction Conference involving the Owner, the Principal Contractor, and all available subcontractors will be held, if necessary, prior to the start of work.

WORKERS' COMPENSATION INSURANCE. The contractor shall take out and maintain during the life of this contract, adequate Workers' Compensation Insurance for all his employees employed at the site of the project, and in case any work is sublet, the contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for the latter's employees. In case any class of employees engaged in hazardous work under the contract at the site of the project is not protected under the Workers' Compensation Statute, the contractor shall provide and shall cause each subcontractor to provide suitable insurance for the protection of his employees not otherwise protected.

In order to comply with the above requirements the contractor shall furnish and attach to each executed copy of the contract, a Workers' Compensation Certificate signed by the Ohio Industrial Commission, showing that the contractor has paid his industrial insurance premium.

LIABILITY INSURANCE REQUIRED. The contractor shall furnish proof to the City of public liability insurance. The amount of such public liability insurance shall be adequate to provide full coverage for any one occurrence of not of not less than \$1,000,000 for personal injury to any one person and a total of not less than \$1,000,000 for personal injury to all persons involved. The amount of such property damage insurance shall be adequate to provide full coverage for any one occurrence of not less than \$1,000,000 and a total of not less than \$1,000,000 for all occurrences.

Umbrella excess liability insurance to extend existing policies to the required limits shall be accepted. The City of Gahanna shall also be named as an additional insured. The certificate shall contain a provision that coverage afforded under the policy will not be canceled unless at least thirty (30) days prior written notice has been given to the City.

NON-DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY CLAUSE:

Pursuant to ORC 125.111, the contractor agrees to both of the following:

(1) That, in the hiring of employees for the performance of work under the contract or any subcontract, no contractor or subcontractor, by reason of race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the contract relates;

(2) That no contractor, subcontractor, or person acting on behalf of any contractor or subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the contract on account of race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry.

All contractors from whom the state or any of its political subdivisions make purchases shall have a written affirmative action program for the employment and effective utilization of economically disadvantaged persons, as referred to in division (E)(1) of section 122.71 of the Revised Code. Annually, each such contractor shall file a description of the affirmative action program and a progress report on its implementation with the equal employment opportunity office of the department of administrative services.

INDEMNIFICATION. To the fullest extent permitted by law, the contractor shall indemnify and hold harmless the City of Gahanna and its employees and representatives from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out

of or resulting from the performance of this contract, provided that any such claim, damage, loss or expense:

(1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and

(2) is caused in whole or in part by any negligent act or omission of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts may be liable, regardless of whether or not it is caused in part by a party indemnified thereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnify which would otherwise exist as to any party or person described in this section.

In any and all claims against the City of Gahanna and its employees and representatives by any employee of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the contractor or any subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts. The contractor shall defend, at their own cost and expense, each and every suit or action brought against the City of Gahanna and its employees and representatives by reason thereof, until the contract has been completed.

SAFETY REQUIREMENTS. The contractor, subcontractor, or person acting on behalf of any contractor or subcontractor, shall be solely responsible for all federal, state and local safety requirements. In addition, the contractor, subcontractor, or person acting on behalf of any contractor or subcontractor, shall take all necessary precautions at all times to prevent damage, injury, or loss to persons and property in connection with the contract. It is also the sole responsibility of the contractor, subcontractor, or person acting on behalf of any contractor or subcontractor to initiate, maintain and supervise all safety requirements, precautions and programs in connection with the contract.

The contractor and subcontractor shall comply with the Occupational Safety and Health Act of 1970 during the conduct and performance of work. The U.S. Department of Labor, Safety and Health Regulations identified as Chapter XVII of Title 29, Code of Federal Regulations (CFR) Parts 1910 and 1926 and subsequent amendments are hereby made a part of these contract documents. All federal OSHA standards must be enforced by contractors.

LICENSING OF CORPORATIONS. Particular attention is called to the statutory requirements of the State of Ohio relative to Licensing of Corporations organized under the laws of any other state.

LICENSES. The contractor, subcontractor, or person acting on behalf of any contractor or subcontractor, shall procure at its own expense and maintain in full force and effect during the life of the contract, all licenses required by the city, state and federal governments relative to the performance of the terms and conditions set forth herein.

CITY INCOME TAX TO BE WITHHELD. Said contractor hereby further agrees to withhold all City Income Tax due or payable under the provisions of Chapter 161 of the Codified Ordinances of Gahanna (as amended) for wages, salaries, and commission paid to its employees and further agrees that any of its subcontractors shall be required to agree to withhold any such City Income Tax due under said Ordinance for services performed under this contract. In order to comply with this section and to avoid delay in receiving payment for work performed under this contract, it will be necessary that said contractor complete and file an "Income Tax Business Registration Form", if he/she is not already registered with the Gahanna Finance Department.

NON-APPROPRIATION CLAUSE. In the event funds for this contract are not appropriated by the Council of the City of Gahanna, then the contract will automatically be cancelled without recourse to the City.

NONPERFORMANCE. Nonperformance and/or failure to meet obligations and contract specifications shall constitute cause for cancellation. Such notification shall be in writing and shall take effect thirty (30) days after said notification.

DATE OF COMPLETION. The Contractor shall have completed the work on or before the calendar date specified in the Notice to Bidders, or on or before a later date determined as specified herein, otherwise the owner shall proceed as provided in sections A1 and/or A2.

If the contract is revised in any material respect and it is determined that said revision will cause delay in the completion of the work, the Owner will postpone the completion date by the number of calendar days as agreed to upon by the Owner, the Contractor and Project Engineer.

If the Contractor finds it impossible for reasons beyond their control to complete the work by the date as specified or as extended in accordance with the provisions of this subsection, they may, at any time prior to the expiration of the contract item as extended, make a written request to the Owner for an extension of time setting forth therein the reasons which they believe will justify the granting of their request. The Contractor's plea that insufficient time was specified is not a valid reason for extension of time.

If the Owner finds that the work was delayed because of conditions beyond the control and without the fault of the Contractor, they may extend the time for completion in such amount as the conditions justify. The extended time for completion shall be in full force and affect the same as though it were the original time for completion.

INCLEMENT WEATHER. Delays caused by weather or seasonal conditions should be anticipated and will be considered as a basis for an extension of time only when the actual work days lost exceeds the amount listed in the chart below:

Number of Work Days Lost Due to Weather

Month	# of Days
May	5
June	5

July	4
August	4
September	5
October	5
November	5

The time between December 1 and April 30 is considered winter months and no extensions will be granted for this time. A workday will be counted as lost if the contract's efficiency is reduced more than fifty (50%) percent on the critical item under construction at that time. Weekends and holidays will not be counted as lost workdays.

The extended time for completion shall then be in full force and affect the same as though it were the original time for completion.

If the Owner should suspend the work in whole or in part as provided in Section 0.33 of the General Provisions, the date for completion shall be postponed the number of days that the suspension directly or indirectly delays the completion of the work.

A1 – FAILURE TO COMPLETE ON TIME. For each calendar day that any work shall remain uncompleted after the Contract completion date, the sum specified herein will be deducted from any money due the Contractor, not as a penalty but as Liquidated Damages; provided however, that due account shall be taken of any adjustment of the completion date granted under the provisions of this section.

Schedule of Liquidated Damages under this contract are set at **one thousand dollars per calendar day.**

The Contractor shall complete the work by the calendar dates specified in the Proposal, or by a later date determined in accordance with the specified within this provision. Requests for extension of the completion date shall be in writing and should be submitted to the Owner, prior to the calendar date set for completion in the Proposal. Failure to request an extension of the completion date, in writing, prior to the calendar date set for completion in the Proposal, will **AUTOMATICALLY** cause the deduction of Liquidated Damages, as set forth in this provision, from all estimates due and payable to the Contractor after such completion date.

Permitting the Contractor to continue and finish the work or a part of it after the date fixed for its completion, or after the date to which completion may have been extended, will in no way operate as a waiver on the part of the City of any of its rights under the Contract.

The Owner may waive such portions of the Liquidated Damages as may accrue after the work is in condition for safe and convenient use.

A2 – CANCELLATION OF CONTRACT. If the work to be done under this Contract shall be abandoned by the Contractor, or if this Contract shall be assigned or the work under this Contract sublet by the Contractor, otherwise than herein specified; or if before the completion of the work

under this Contract, the Contractor shall become financially unable to meet their current obligations or shall become bankrupt or shall make a general assignment for the benefit of the creditors or shall have a receiver appointed for them or to take charge of their affairs or shall have their property levied upon or taken in execution or under attachment; or if, at any time, the Owner shall be in the opinion that the performance of the Contract is unnecessarily or unreasonably delayed or that the contractor is violating any of the conditions or agreements of this Contract, or is executing the same in bad faith or is not fulfilling the terms thereof, or is not making progress in the execution of the work as to indicate its completion within the same time specified in the Contract, or within the time to which the completion of the Contract may have been extended by the Owner, then the Owner, at their discretion may at any time declare this Contract or any portion thereof, terminated by written notice served upon the Contractor, a copy of which shall be given to the Surety or the authorized agent of the Surety.

Upon the service of such notice, the contractor shall discontinue the work or such part thereof as the Owner shall designate, whereupon the Surety may, at its option, assume this Contract or the portion thereof on which the Owner has ordered the Contractor to discontinue work and proceed to perform the same and may, with the written consent of the Owner, sublet the work or portions of same taken over, provided, however, that the Surety shall exercise its option if at all, within two weeks after written notice to discontinue work has been served upon the Contractor and upon the Surety or its authorized agent. The Surety, in such event, shall take the Contractor's place in all respects and will be paid by the City for all work performed by it in accordance with the terms of this contract and if the Surety, under the provisions hereof, shall assume said entire Contract, all monies remaining due to the Contractor at the time of Contractor's default, shall thereupon become due and payable to the Surety as the work progresses, subject to all the terms of this Contract.

In the event the Owner has ordered the Contractor to discontinue work on the project, the City shall have the absolute right, without liability on the part of the City to the Contractor or their Surety, to continue and complete the project herein described. The Surety and the Contractor shall then be jointly and severally liable for all expenditures made by the City to complete the said project expecting and providing that the Surety shall not be liable for any amount over the obligation of its bond.

Any and all balances of payments due to the Contractor by the City shall be forfeited to the City and the Contractor agrees that they shall lose all right, title, and interest to the said balances, excepting and providing that the said balances shall be used, after forfeiture, for a set off to the benefit of the Contractor and the Contractor's Surety on the expenditures of the City to complete this project.

REFERENCES. Approved PVC Membrane Installer must provide a list of references for 6 successful PVC Membrane Systems attached to an existing Stainless Steel Gutter System. References must include 6 projects of scope similar to the City of Gahanna Pool completed within the past 5 years.

Appendix A

Supplemental Specifications

GAHANNA SWIMMING POOL PVC POOL MEMBRANE SUPPLEMENTAL SPECIFICATIONS

PROPOSAL - No extra compensation will be paid to the contractor by reason of compliance with any of the requirements indicated in the specifications, but payment shall be deemed to be included among the item, as bid upon, unless otherwise specifically provided.

COMPLETION DATE – The work under this contract shall be completed in a manner acceptable to the City on or before the date listed in the notice to bidders unless an extension of time is granted in writing by the Director of Parks and Recreation.

REFERENCE SPECIFICATIONS – The requirements of Specification Section 13, PVC Membrane Swimming Pool Lining System, including all supplements thereto in force on the date of the contract, shall govern all materials and workmanship involved in the improvements, except as such specifications are modified herein.

Commercial Grade PVC Pool Membrane System Complete – This item shall include all necessary work to prepare and repair the existing pool walls and floor, as well as the complete installation of the new Commercial Grade PVC Pool Membrane System in accordance with Specification Section 13, Membrane Swimming Pool Lining System.

Payment is full compensation for furnishing of all materials, labor, and equipment, including the pool liner and all pool wall and floor replacement and restoration work; cutting, removing, and disposing of the existing pool walls and floor; shaping and compacting the underlying pool wall and floor materials, subgrade correction for the pool wall and floors, placing any new pool wall or floor materials or repairs in preparation of the installation of the new pool liner; and prepping the entire pool structure for the installation of the new liner in accordance to Specification Section 13, PVC Membrane Pool Lining System for all labor, equipment, and incidentals necessary to complete this work.

**PVC Membrane Minimal Specifications
Bidder Certification and Representation Sheet**

In submitting a competitive bid for this project as required in the bid documents, we hereby certify the following by initialing each item and signing below. Failure to include this completed, signed, and notarized form shall invalidate the bid submission.

✓ 1) We hereby certify that our 60 mil pvc membrane material was manufactured in the USA. We have attached signed documentation from the factory located, in the state of PA with address, telephone number, and name of contact who will support this statement.

✓ 2) We hereby certify that our material meets or exceeds all aspects of the written project specifications that follow this page. We have submitted a 2' x 2' actual sample of the exact PVC Membrane material we intend to employ, and agree to allow it to be independently tested to verify compliance.

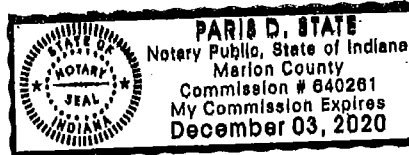
✓ 3) We understand that a sample of our material intended for use on this project shall, at the owner's discretion, may be subjected to testing. A sample of actual materials employed on the project, including liner, termination, fasteners, etc. may also be tested at the owner's discretion to confirm the quality of products actually employed.

Signed _____

Bidder Aquatic Renovation Systems, Inc.

Date February 21, 2018

Notary Paris D. Deere



This form must be signed and notarized to be deemed valid.



755 Oak Hill Road
Mountain Top, PA18707

December 6, 2017

RenoSys/Pool Equip
2825 E 55th Place Suite G
Indianapolis, IN 46220

To Whom it May Concern:

This letter is to confirm that the product known as RenoSys PVC Pool Membranes, 60 Mil pvc pool products, as well as the ancillary items (lane line film, etc.) are manufactured at our facility in the Crestwood Industrial Park in Mountain Top, PA. We do not outsource or purchase and resell any of the products used by Aquatic Renovation Systems, Inc.

If you need any further information or more details, please feel free to give me a call at 570-474-4427.

Sincerely,

Chris Hackett

Chris Hackett
President

i2m
755 Oak Hill Road
Crestwood Industrial Park
Mountain Top, PA18707
570-474-4427 Direct Dial
570-474-4420 Fax
570-574-0551 Cell

SPECIFICATIONS SECTION 13

PVC MEMBRANE SWIMMING POOL LINING SYSTEM

PART 1 GENERAL

1.1

The following base bid is for a US manufactured, 60 mil thick 81" wide, reinforced textured PVC Pool renovation membrane. The specified product system consists of a 60 mil thick membrane with enhancements designed for maximal product durability and ease of maintenance over time as listed below; a sealed encapsulated machine edge, a wick proof polyester scrim reinforcement, including special additives designed to provide maximal UV and chlorine fade resistance. This specification is presented to establish a minimum level of material quality and to define the installation technique, material quality and experience levels required to perform the required work and is not designed to restrict in any way equal competitive bids. It is assumed that all products bid will be in literal compliance with the product and installation specifications provided herein. It is the purchasing agencies' intention to consider any other alternate systems including materials; manufactured in other countries, of narrower manufacture, made without stain guard coatings, made without wick proof scrims, and manufactured employing standard dyes and materials w/o special UV and Chlorine fade resistance, proven in renovating commercial pool facilities only on a deductive alternate basis. Bidders are required to bid the specified system as their base bid and to provide alternate material systems as a deductive alternate to the base bid.

1.2

The individual components and installation criteria described below consists of a complete polyester scrim reinforced PVC membrane lining to be installed in accordance with these specifications and drawings. Material rolls of reinforced PVC membrane shall be custom fit and fuse welded together using Leister hot air hand welders and machine welders (or approved equal). Termination of the PVC system shall occur as shown on the project drawings. Upon completion, the pool lining system shall provide a waterproof lining of the existing pool over the poly felt complete with all necessary hardware, fittings, attachments, flanges, gaskets and all appropriate pool markings as required by applicable state pool codes. All existing pool markings inside the liner zone shall be replaced with full markings in accordance with state code.

1.3

NOTE: PRIOR APPROVAL OF A SPECIFIC PVC MATERIAL DOES NOT ALLOW THE INSTALLING CONTRACTOR TO DEVIATE IN ANY MANNER FROM THE SPECIFIED INSTALLATION METHODS AS OUTLINED IN THESE SPECIFICATIONS NOR DOES IT CONSTITUTE ACCEPTANCE OF ANY DEVIATION FROM THIS LEVEL OF QUALITY, OR WARRANTY REQUIREMENTS.

1.02 SUBMITTALS

- A.) Shop Drawings: Show fabrication and connection details for all connections to existing pool structure.
- B.) Provide standard catalogue sheets and installation instructions for each item specified.
- C.) Provide 2' x 2' samples of PVC Membrane for chemical and UV testing purposes if required, 10.5 oz felt, PVC coated Stainless Steel, countersunk fastener to be employed at flanges, and marking samples and a 1' x 1' sample of the adhesive attaching the PVC to the Felt under layer. Also supply 4 - 2" x 2" PVC to felt samples for water testing of adhesive bond. Adhesive must hold felt to PVC to felt after a 24 hour water immersion test.
- D.) Provide written documentation of project foreman certification.
- E.) Contract Closeout Submittals:
 - 1) Provide Care & Maintenance Guide.
 - 2) Provide copy of the supplier's 10-year PVC material warranty. Warranty should completely cover the material against leakage, delaminating, bubbling, pitting, shearing, tearing, cracking or crazing or any material workmanship or defects. The warranty must include the above plus include a 10-year weld warranty on all PVC welding including targets, racing lanes and markings. In the event of failure of the lining system the bidder shall repair or replace the damaged section.

1.03 QUALITY ASSURANCE

A.) Pool material supplier and the actual pool membrane manufacturer shall have both been engaged in the manufacture of PVC membranes for use in Swimming Pools for a minimum of Ten Years. Manufacturer shall employ only 100% virgin vinyl throughout the manufacturing process. All PVC membrane components shall be from the same manufacturer to assure compatibility of components and weld ability over time. Products manufactured using recycled materials shall not be allowed.

B.) Contractor must demonstrate a minimum of 10 pools of similar size installed by its staff-utilizing site built PVC reinforced PVC membrane materials.

C.) The foreman provided by the installer shall be certified competent in installing PVC membrane materials by the membrane supplier and shall have a minimum of two years experience welding PVC membranes for pool applications.

D.) Pre-award material chlorine testing. A 2' x 2' sample of the actual material to be employed on the subject project shall be provided for the purpose of testing prior to project award. Sample shall be subjected to a 24-hour chemical resistance test simulating extreme exposure to 100% powdered tri-chlor chlorine. A small 3" x 3" sample of all products submitted in accordance with these bid instructions shall be placed in a shallow plastic container with water and a ½ teaspoon of 100% tri-chlor in powder form shall be applied to the surface of each material and left undisturbed for a period of 48 hours. Fading, material condition and durability of the samples shall be evaluated by the owner and shall be used in final evaluations. A sample of actual materials employed on the project may also be tested to confirm the material quality of products actually employed.

E.) Bidders shall initial each item, and execute and return with the bid, the enclosed PVC liner bidder certification and representation sheet. Failure to include this sheet properly executed shall invalidate the bid.

1.04 DELIVERY, STORAGE AND HANDLING

All materials required for the completion of this project shall be delivered to the project site in a manner designed to prevent damage. No hooks or forks shall be used for unloading. The contractor shall perform unloading of all materials. Materials shall be stored in a flat, dry area in a manner that will not damage them. All materials provided are to be new and in unopened packaging.

1.05 PROJECT SITE CONDITIONS

The contractor (to a level in accordance with the supplier's requirements) shall prepare project site. All burrs and rough edges shall be ground smooth or covered, pits and voids shall be filled with a vinyl or epoxy concrete patch compound. All working cracks, expansion joints or voids shall be isolated from the 10.5 oz poly felt layer above by the installation of rigid stainless steel or plastic strips. All oil and tar must be removed from the pool or covered with appropriate isolation materials.

1.06 WARRANTY

The flexible PVC membrane system shall be warranted by the supplier for workmanship, materials, and shall be specifically warranted to not delaminate, pit, crack, require additional sealing, tear, or become structurally unsuitable for it's intended purpose for a period of 10 (ten) years. Additionally, the contractor shall warrant against delaminating at all heat welds at seams and racing lanes for a period of 10 (ten) years. In the event the material should become unusable during this period, the manufacturer and installer agree to repair or replace the defective sections. All other products such as fasteners, caulk, fittings, etc... shall carry a one (1) year warranty.

PART II PRODUCTS

2.01 MANUFACTURERS

The material manufacturer shall have been engaged in the formulation and manufacture of reinforced PVC membranes for use in commercial pools for greater than 10 years.

2.02 MATERIALS

All individual components utilized to renovate the project pool shall be completely compatible with the pool environment and shall be supplied by one supplier as a system to assure compatibility and to assure a single source of responsibility. All PVC membrane components shall be from the same manufacturer to assure identical formulations, weld compatibility, and to ascertain identical product molecular weights. Material shall possess an embossed standard slip resistance throughout the pool to provide slip resistance to pool bathers or as required by the owner, and an extra aggressive slip-resistant material on steps, gutters and at zero depth entry areas up to 2' deep.

2.03 SYSTEM COMPONENTS

A.) Pool lining membrane shall be rolls of flexible 81" wide, x 25 meters long x 60 mil thick 100% virgin PVC material fully UV and chlorine stabilized with a stain and soiling protective acrylic coating, reinforced with a wick proof scrim.

Reinforcing scrim shall consist of a tightly woven polyester 9 x 9 thread spacing per inch, 1,000 denier thread for tear and puncture resistance. To prevent material delamination due to freezing conditions, this scrim shall be offset approximately 1/4" from the edge and shall be fully machine edge encapsulated. The scrim shall be kept from contacting the pool water along the machine edge of the material to prevent moisture seeping between the layers. The material colors shall be as selected by the owner. Color of walls and floor shall be either light blue, Caribbean blue or white as selected by the owner. The material shall be applied with the nonskid/textured side out as required by the owner in the floor area and on all gutter and step areas to provide slip resistance. All welds shall be accomplished employing hot air welding. No solvent welding of PVC materials shall be allowed on this project. No double stick Mylar or other tapes are permitted under the liner on this project. Seams shall be tacked, a continuous air entrapment weld shall be applied continuous on all welds, and then a minimum 3/4" wide final weld shall be installed. No burning of the material shall be permitted.

B.) Racing lanes, targets and marking strips shall be provided by the supplier and colored black on the textured side and blue or white on the reverse side to prevent black bleeding along the weld zone. All markings shall be as per local pool code requirements.

C.) An anti microbial product fully compatible with the PVC membrane shall be sprayed or rolled on under the felt material to discourage microbial growth under the system.

D.) Adhesives that are not weakened when exposed to water immersion and that are fully compatible and suitable for bonding to the PVC material and the felt layer shall be provided that are designed to chemically bond to the PVC material and to fully attach the Geotextile fabric to the pool walls (and floor where required). NOTE: ALL WALLS AND DIVE HOPPER AND THREE FOOT OF PERIMETER SHALL BE ADHERED OVER POLY FELT. All poly felt is to be bonded to the pool. Additionally all PVC material employed on all pool walls and in dive hoppers shall be fully adhered as a condition of these specifications. Any adhesives that are water-soluble shall not be allowed under the scope of these bid documents to prevent the Geotextile fabric from shifting under the membrane. PVC adhesive shall be further designed to be resistant to Plasticizer migration. Adhesive on project shall be water impermeable. It is the intention of the owner to have the contractor provide a project where the PVC is fully adhered to the felt on all walls and in the dive hopper area as well as around the pool floor perimeter. No tacking of the PVC wall and floor sections to PVC metal strips is intended under this base bid specification. Alternate non-adhered systems may only be bid as a deductive alternate to the base bid.

E.) An under layer of 10.5 oz felt shall be installed fully adhered with the appropriate adhesive throughout the entire pool.

F.) PVC coated Stainless Steel or aluminum metal shall be installed where detailed or as required to make for a satisfactory installation. Galvanized PVC coated steel shall not be acceptable for use on this project.

G.) Trim away poly felt and compress liner around perimeter as detailed in the accompanying installation details.

H.) Flanges at all penetrations shall be constructed of Type I Exterior grade Hard PVC Sheet and CNC custom fabricated, radius, and drilled as required for use at all membrane penetrations. Flanges will be custom fabricated to fit as close to existing pool fittings as is practical and possible based on substrate conditions around penetrations. All bolts used to fasten any compression bar shall be countersunk to allow for a flush installation. All metal fasteners employed shall be of 18-8 stainless steel.

I.) 4" to 6" wide plastic or stainless steel 25 gauge plate shall be installed over all active expansion joints and working cracks. Galvanized steel shall not be acceptable.

J.) Caulking shall be installed where required by installation details, and shall be Novagard underwater grade caulk or prior approved equal. Caulking shall only be used at pool penetrations and terminations and shall not be employed for joining seams.

K.) Membrane supplier shall provide complete care instructions, PVC underwater patch kit, warranty certificate and scrap patch material as might be required. Owner's agent is also to be trained in the proper method of repairing the membrane underwater as a part of this installation.

PART III EXECUTION

3.01 EXAMINATION

Installation crew shall inspect the pool surface at the beginning of the project and shall advise owner as soon as practicable of any existing conditions which might affect the satisfactory installation of the pool membrane lining product.

3.02 PREPARATION

The pool shall be prepared for the installation of the membrane in accordance with the supplier's technical data and these specifications.

3.03 INSTALLATION AND APPLICATIONS

A.) Installation shall be performed by installers certified competent by the supplier whose experience is fully in compliance with the terms of these specifications. The PVC membrane installation shall be completely supported by the structural walls in all respects. The material shall be completely supported by structural walls at all corners and wall/floor junctures before the pool is filled. Due to the inordinate stress induced at seams, and fittings by water pressure stretch fitting- in no case shall gaps, voids or spaces be allowed behind the membrane before water is added.

B.) The installation procedures employed in the execution of this project are to be fully in accordance with the supplier recommendations and current Technical Data. If any terms or conditions of this contract contradict recommended procedures of the manufacturer or supplier, work will be performed in accordance with manufacturers and supplier requirements however written notice of any variances from these specifications must be provided to the project architect in advance of any actual work performed in the field.

C.) Work is to be performed as follows:

- a) Prepare pool surface as per specifications and suppliers recommendations.
- b) Span any cracks or voids with Stainless Steel sheet 25 ga. or 1/16th inch hard plastic plate and pin in place with appropriate fasteners.
- c) Apply sanitizing agent.
- d) Apply adhesive to pool walls and floors where required and attach 10.5 oz poly felt to all walls and floor. Trim away excess at compression fittings.
- e) Apply poly felt material throughout pool with *water insoluble adhesives*.
- f) Install non corrosive coated PVC Steel where required.
- g) Apply PVC membrane to pool as detailed in the plans and overlap weld (allowing a 2" overlap) with a minimum 3/4" wide final weld. All hand welding is to be performed with a Leister hot air welder. No Solvent welding, glue welding or THF Swell agent welding is permitted on this project. No voids at wall/floor junctures shall be permitted in this installation. No double stick tapes are permitted.
- h) Provide PVC markings, targets, racing lanes, logo etc. as required and directed by plans and code. End Targets shall be fully bonded to the wall.
- i) Attach Compression flanges and gaskets as shown on the drawings or in accordance with supplier's recommendations. Bolt spacing shall not be greater than 3" O.C. All fastener heads shall be countersunk.
- j) Prime and caulk the perimeter termination and wherever else required to make for a suitable and proper watertight fitting.
- k) Inspect all seams in the pool with a roofing probe to ascertain that there are no false welds, pinholes or missed areas. Seal all seam edges with edge sealant if required in installation bulletins.
- l) Broom clean pool and surrounding deck area. Remove any marks or dirty spots. Remove all trash and debris to the owner's dumpster.
- m) Provide a service and care session of approximately one hour with the owners designated agent. Provide patch kit, care instructions in a written format, plus approximately 100 square feet of color matched scrap patch material.

Appendix B

Prevailing Wage

Prevailing Wage Contract

GAHANNA SWIMMING POOL PVC POOL MEMBRANE

Yes (x) No ()

If yes, current prevailing wages are included as part of this appendix.
(Current wage rates are located on an enclosed CD-ROM. Please request a hard copy from the City if needed.)

STATE OF OHIO REQUEST FOR PREVAILING WAGE RATES

Important: If you wish to retain a copy of this form for your records, please print it prior to clicking on the "Submit" button. When you click the "Submit" button, a prompt should appear which will allow you to obtain the necessary wage rates by clicking on the "view wage rates" button. Submitting this form notifies the Bureau of Labor and Worker Safety of your project. Wage rates will not be sent to you by mail as a result of the submission, rather you should obtain them by clicking on the "view wage rates" button.

Public Authority Information

Owner/Public Authority Name:	City of Gahanna	Date: 02/05/2018 This form must be filled out completely & correctly for us to process your request. Forms not completed correctly will be returned to the sender.
Department Division or Agency:	Department of Parks and Recreation	
Street Address:	200 S. Hamilton Rd.	
Address 2:		ODOC Date Stamp
City, OH	Gahanna	
ZIP:	43230	
Email:	jill.webb@gahanna.gov It is required that you list your e-mail address here.	
County of Public Authority:	FRANKLIN ▼	
P.A. Phone:	6143424050	

Project Information

Project Name:	Gahanna Swimming Pool PVC Pool Membrane	ODOC Date Stamp (Bld Tab)
Site Address:	148 Parkland Dr	
City, OH	Gahanna, OH	
ZIP:	43230	
County of Project:	FRANKLIN ▼	
Prevailing Wage Coordinator Name	Jill Webb	
Address:	200 S. Hamilton Rd.	
City,	Gahanna	
ZIP:	43230	
Phone:	6143424050	
Issuing Authority of Bonds:		
Estimated Total Overall Project Cost:	\$80,812.00	
Type of Financing:	Local Funds	
Type of Construction:	<input type="radio"/> New Construction <input checked="" type="radio"/> Old Construction	
This Project is	<input type="radio"/> Residential <input checked="" type="radio"/> Commercial	

Expected Date of Contract Award:	03/01/18 example 05/31/98
Projected Completion Date:	05/22/18 example 05/31/98
Project Comments:	 (optional)

Important: If you wish to retain a copy of this form for your records, please print it prior to clicking on the "Submit" button. When you click the "Submit" button, a prompt should appear which will allow you to obtain the necessary wage rates by clicking on the "view wage rates" button. Submitting this form notifies the Bureau of Labor and Worker Safety of your project. Wage rates will not be sent to you by mail as a result of the submission, rather you should obtain them by clicking on the "view wage rates" button.

Please contact our Webmaster with questions or comments.

LAW 1002

PREVAILING WAGE THRESHOLD LEVELS

IMPORTANT NOTICE

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

“New” construction threshold for <i>Building Construction</i>:	\$250,000
---	------------------

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

As of January 1, 2018:

“New” construction that involves <i>roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction</i> threshold level has been adjusted to:	\$91,150
---	-----------------

“Reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting” that involves <i>roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction</i> threshold level has been adjusted to:	\$27,309
---	-----------------

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

If there are questions concerning this notification, please contact:

Ohio Department of Commerce
 Division of Industrial Compliance
 Bureau of Wage and Hour Administration
 6606 Tussing Road, PO Box 4009
 Reynoldsburg, Ohio 43068-9009
 Phone: 614-644-2239
 Fax: 614-728-8639
www.com.ohio.gov



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- ▶ about LAWS
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Ohio Department of Commerce Bureau of Wage & Hour Administration

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 [Business](#)
 [License/Permit Holders & Applicants](#)
 [Other Government Agencies](#)

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Classification = All, County = FRANKLIN, Union = All

County	Classification	Effective	Posted	Union
FRANKLIN	Asbestos Worker	10/4/2017	10/4/2017	Asbestos Local 207 OH
FRANKLIN	Asbestos Worker	7/26/2017	7/26/2017	Asbestos Local 50 Zone 1
FRANKLIN	Boilermaker	10/1/2013	9/25/2013	Boilermaker Local 105
FRANKLIN	Bricklayer	6/1/2017	5/31/2017	Bricklayer Local 55
FRANKLIN	Bricklayer	6/1/2017	5/31/2017	Bricklayer Local 55 Tile Setter
FRANKLIN	Bricklayer	6/1/2017	5/31/2017	Bricklayer Local 55 Tile & Marble Finisher
FRANKLIN	Carpenter	5/2/2017	5/2/2017	Carpenter Millwright Local 1090 Columbus
FRANKLIN	Carpenter	3/5/2014	3/5/2014	Carpenter NE District Industrial Dock & Door
FRANKLIN	Carpenter	5/2/2017	5/2/2017	Carpenter & Pile Driver Local 200
FRANKLIN	Carpenter	6/7/2017	6/7/2017	Carpenter & Piledriver SC District HevHwy
FRANKLIN	Bricklayer	6/1/2017	5/31/2017	Cement Mason Bricklayer Local 97 HevHwy A
FRANKLIN	Bricklayer	6/1/2017	5/31/2017	Cement Mason Bricklayer Local 97 HevHwy B
FRANKLIN	Cement	7/26/2017	7/26/2017	Cement Mason Local 132 (Columbus)
FRANKLIN	Cement Mason	5/24/2017	5/24/2017	Cement Mason Statewide HevHwy Exhibit A District III
FRANKLIN	Cement Mason	5/24/2017	5/24/2017	Cement Mason Statewide HevHwy Exhibit B District III
FRANKLIN	Electrical	1/31/2018	1/31/2018	Electrical Local 683 Inside
FRANKLIN	Electrical	1/31/2018	1/31/2018	Electrical Local 683 Inside Lt Commercial South West
FRANKLIN	Voice Data Video	6/7/2017	6/7/2017	Electrical Local 683 Voice Data Video
FRANKLIN	Lineman	5/24/2017	5/24/2017	Electrical Local 71 High Tension Pipe Type Cable
FRANKLIN	Lineman	3/29/2017	3/29/2017	Electrical Local 71 Outside (Central OH Chapter)
FRANKLIN	Voice Data Video	10/18/2017	10/18/2017	Electrical Local 71 Voice Data Video Outside
FRANKLIN	Elevator	1/31/2018	1/31/2018	Elevator Local 37
FRANKLIN	Glazier	11/8/2017	11/8/2017	Glazier Local 372
FRANKLIN	Ironworker	6/1/2017	5/31/2017	Ironworker Local 172
FRANKLIN	Laborer Group 1	5/1/2017	4/5/2017	Labor HevHwy 3
FRANKLIN	Laborer	7/19/2017	7/19/2017	Labor Local 423
FRANKLIN	Operating Engineer	8/2/2017	8/2/2017	Operating Engineers - Building Local 18 - Zone III
FRANKLIN	Operating Engineer	8/2/2017	8/2/2017	Operating Engineers - HevHwy Zone II
FRANKLIN	Drywall Finisher	9/14/2017	9/14/2017	Painter Local 1275
FRANKLIN	Painter	11/1/2017	11/1/2017	Painter Local 1275
FRANKLIN	Painter	11/1/2017	11/1/2017	Painter Local 1275 HevHwy
FRANKLIN	Painter	11/1/2017	11/1/2017	Painter Local 1275 Industrial
FRANKLIN	Painter	6/10/2015	6/10/2015	Painter Local 639
FRANKLIN	Painter	8/3/2016	8/3/2016	Painter Local 639 Zone 2 Sign
FRANKLIN	Plasterer	7/28/2017	7/26/2017	Plasterer Local 132 (Columbus)
FRANKLIN	Plumber Pipefitter	6/7/2017	6/7/2017	Plumber Pipefitter Local 189
FRANKLIN	Roofer	11/8/2017	11/8/2017	Roofer Local 86
FRANKLIN	Sheet Metal Worker	8/2/2017	8/2/2017	Sheet Metal Local 24 Columbus
FRANKLIN	Sprinkler Fitter	1/10/2018	1/10/2018	Sprinkler Fitter Local 669
FRANKLIN	Truck Driver	7/5/2017	7/5/2017	Truck Driver Bldg & HevHwy Class 1 Locals 20,40,92,92b,100,175,284,438,377,637,908,957
FRANKLIN	Truck Driver	7/5/2017	7/5/2017	Truck Driver Bldg & HevHwy Class 2 Locals 20,40,92,92b,100,175,284,438,377,637,908,957

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Prevailing Wage Determination Cover Letter

County: ▼
Determination Date: 02/05/2018
Expiration Date: 05/05/2018

THE FOLLOWING PAGES ARE PREVAILING RATES OF WAGES ON PUBLIC IMPROVEMENTS FAIRLY ESTIMATED TO BE MORE THAN THE AMOUNT IN O.R.C. SEC. 4115.03 (b) (1) or (2), AS APPLICABLE.

Section 4115.05 provides, in part: "Where contracts are not awarded or construction undertaken within ninety days from the date of the establishment of the prevailing wages, there shall be a redetermination of the prevailing rate of wages before the contract is awarded." The expiration date of this wage schedule is listed above for your convenience only. This wage determination is not intended as a blanket determination to be used for all projects during this period without prior approval of this Department.

Section 4115.04, Ohio Revised Code provides, in part: "Such schedule of wages shall be attached to and made a part of the specifications for the work, and shall be printed on the bidding blanks where the work is done by contract..."

The contract between the letting authority and the successful bidder shall contain a statement requiring that mechanics and laborers be paid a prevailing rate of wage as required in Section 4115.06, Ohio Revised Code.

The contractor or subcontractor is required to file with the contracting public authority upon completion of the project and prior to final payment therefore an affidavit stating that he has fully complied with Chapter 4115 of the Ohio Revised Code.

The wage rates contained in this schedule are the "Prevailing Wages" as defined by Section 4115.03, Ohio Revised Code (the basic hourly rates plus certain fringe benefits). These rates and fringes shall be a minimum to be paid under a contract regulated by Chapter 4115 of the Ohio Revised Code by contractors and subcontractors. The prevailing wage rates contained in this schedule include the effective dates and wage rates currently on file. In cases where future effective dates are not included in this schedule, modifications to the wage schedule will be furnished to the Prevailing Wage Coordinator appointed by the public authority as soon as prevailing wage rates increases are received by this office.

"There shall be posted in a prominent and accessible place on the site of work a legible statement of the Schedule of Wage Rates specified in the contract to the various classifications of laborers, workmen, and mechanics employed, said statement to remain posted during the life of such contract." Section 4115.07, Ohio Revised Code.

Apprentices will be permitted to work only under a bona fide apprenticeship program if such program exists and if such program is registered with the Ohio Apprenticeship Council.

Section 4115.071 provides that no later than ten days before the first payment of wages is due to any employee of any contractor or subcontractor working on a contract regulated by Chapter 4115, Ohio Revised Code, the contracting public authority shall appoint one of his own employees to act as the prevailing wage coordinator for said contract. The duties of the prevailing wage coordinator are outlined in Section 4115.071 of the Ohio Revised Code.

Section 4115.05 provides for an escalator in the prevailing wage rate. Each time a new rate is established, that rate is required to be paid on all ongoing public improvement projects.

A further requirement of Section 4115.05 of the Ohio Revised Code is: "On the occasion of the first pay date under a contract, the contractor shall furnish each employee not covered by a collective bargaining agreement or understanding between employers and bona fide organizations of Labor with individual written notification of the job classification to which the employee is assigned, the prevailing wage determined to be applicable to that classification, separated into the hourly rate of pay and the fringe payments, and the identity of the prevailing wage Coordinator appointed by the public authority. The contractor or subcontractor shall furnish the same notification to each affected employee every time the job classification of the employee is changed."

Work performed in connection with the installation of modular furniture may be subject to prevailing wage.

THIS PACKET IS NOT TO BE SEPARATED BUT IS TO REMAIN COMPLETE AS IT IS SUBMITTED TO YOU. (Reference guidelines and forms are included in this packet to be helpful in the compliance of the Prevailing Wage law.)
wh1500



**Department
of Commerce**

Division of Industrial Compliance
John A. Kasich, Governor
Jacqueline T. Williams, Director

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

An Equal Opportunity Employer and Service Provider

PREVAILING WAGE CONTRACTOR RESPONSIBILITIES

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

General Information

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

Ohio's prevailing wage laws apply to all public improvements financed in whole or in part by public funds when the total overall project cost is fairly estimated to be more than \$91,150 for new construction that involves roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction or \$27,309 for reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting of a public improvement that involves roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction.

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

Penalties for violation

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

Intentional Violations

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

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

Responsibilities

- A. Pay the prevailing rate of wages as shown in the wage rate schedules issued by the Ohio Department of Commerce, Division of Industrial Compliance and Labor, Bureau of Wage and Hour Administration, for the classification of work being performed.
 1. Wage rate schedules include all modifications, corrections, escalations, or reductions to wage rates issued for the project.

2. Overtime must be paid at time and one-half the employee's base hourly rate. Fringe benefits are paid at straight time rate for all hours including overtime.
 3. Prevailing wages must be paid in full without any deduction for food, lodging, transportation, use of tools, etc.; unless, the employee has voluntarily consented to these deductions in writing. The public authority and the Director of Ohio Department of Commerce, Division of Industrial Compliance and Labor, Bureau of Wage and Hour Administration - must approve these deductions as fair and reasonable. Consent and approval must be obtained before starting the project.
- B. Use of Apprentices and Helpers cannot exceed the ratios permitted in the wage rate schedules.
1. Apprentices must be registered with the U.S. Department of Labor Bureau of Apprenticeship and Training.
 2. Contractors must provide the Prevailing Wage Coordinator a copy of the Apprenticeship Agreement for each apprentice on the project.
- C. Keep full and accurate payroll records available for inspection by any authorized representative of the Ohio Department of Commerce, Division of Industrial Compliance, and Labor, Bureau of Wage and Hour Administration or the contracting public authority, including the Prevailing Wage Coordinator. Records should include but are not limited to:
1. Time cards, time sheets, daily work records, etc.
 2. Payroll ledger/journals and canceled checks/check register.
 3. Fringe benefit records must include program, address, account number, & canceled checks.
 4. Records made in connection with the public improvement must not be removed from the State for one year following the completion of the project.
 5. Out-of-State Corporations must submit to the Ohio Secretary of State the full name and address of their Statutory Agent in Ohio.
- D. Prevailing Wage Rate Schedule must be posted on the job site where it is accessible to all employees.
- E. Prior to submitting the initial payroll report, supply the Prevailing Wage Coordinator with your project dates to schedule reporting of your payrolls.
- F. Supply the Prevailing Wage Coordinator a list of all subcontractors including the name, address, and telephone number for each.
1. Contractors are responsible for their subcontractors' compliance with requirements of Chapter 4115 of the Ohio Revised Code.
- G. Before employees start work on the project, supply them with written notification of their job classification, prevailing wage rate, fringe benefit amounts, and the name of the Prevailing Wage Coordinator for the project. A copy of the completed signed notification should be submitted to Prevailing Wage Coordinator.
- H. Supply all subcontractors with the Prevailing Wage Rates and changes.
- I. Submit certified payrolls within two (2) weeks after the initial pay period. Payrolls must include the following information:
1. Employees' names, addresses, and social security numbers.
 - (a) Corporate officers/owners/partners and any salaried personnel who do physical work on the project are considered employees. All rate and reporting requirements are applicable to these individuals.
 2. Employees' work classification.
 - (a) Be specific about the laborers and/or operators (Group)
 - (b) For all apprentices, show level/year and percent of journeyman's rate
 3. Hours worked on the project for each employee.

- (a) The number of hours worked in each day and the total number of hours worked each week.
 4. Hourly rate for each employee.
 - (a) The minimum rate paid must be the wage rate for the appropriate classification. The Department's Wage Rate Schedule sets this rate.
 - (b) All overtime worked is to be paid at time and one-half for all hours worked more than forty (40) per week.
 5. Where fringes are paid into a bona fide plan instead of cash, list each benefit and amount per hour paid to program for each employee.
 - (a) When the amount contributed to the fringe benefit plan and the total number of hours worked by the employee on all projects for the year are documented, the hourly amount is calculated by dividing the total contribution of the employer by the total number of hours worked by the employee.
 - (b) When the amount contributed to the fringe benefit is documented but not the total hours worked, the hourly amount is calculated by dividing the total yearly contribution by 2080.
 6. Gross amount earned on all projects during the pay period.
 7. Total deductions from employee's wages.
 8. Net amount paid.
- J. The reports shall be certified by the contractor, subcontractor, or duly appointed agent stating that the payroll is correct and complete; and that the wage rates shown are not less than those required by the O.R.C. 4115.
- K. Provide a Final Affidavit to the Prevailing Wage Coordinator upon the completion of the project.



INDUSTRIAL COMPLIANCE

SECTIONS

RESOURCES

CONTACT US

INSTRUCTIONS FOR PREPARING CERTIFIED PAYROLL REPORTS

General

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

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

Certified Payroll Heading

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

Information by Column

- 1. Employee Name, Address and Social Security number: This information must be provided for all employees that perform physical labor on the project. Corporate officers, partners, and salaried employees are considered employees and must be paid the prevailing rate. Individual sole proprietors do not have to pay themselves prevailing rate but must report their hours on the project.
- 2. Work Class: List classification of work actually performed by employee. If unsure of work classification, consult the Ohio department of Commerce, Wage and Hour Bureau. Employees working more than one classification should have separate line entries for each classification. Indicate what year/level for Apprentices. Be specific when using laborer and operator classifications; for example, Backhoe Operator or Asphalt Laborer.
- 3. Hours Worked, Day & Date: In the first row of column 3 enter days of pay period example; M T W T H F S S. The second row is for the date that corresponds with each day for the pay period. In the employee information section enter the number of hours worked on the prevailing wage project and which day the hours were worked. Separate rows are labeled for (ST) straight time hours and (OT) overtime hours. All hours worked after 40, must be paid at the appropriate overtime rate.
- 4. Project Total Hours : Total the hours entered for pay period.
- 5. Base Rate: Enter actual rate per hour paid to the employee. The overtime hourly rate is time and one-half the base rate listed in the prevailing wage schedule plus fringe benefits at straight time rate. The prevailing wage schedule lists the base rate plus fringe benefit amounts. These amounts added together equal the total prevailing wage rate. Employers must pay this total amount in one of three ways.
 - Total rate may be paid in entirety in the base rate to the employee; in which case, the cash designation will be checked for fringe benefits.
 - Total rate may be paid as listed in prevailing wage rate schedule with total fringe amounts paid approved plans.
 - Total rate may be paid with a combination of base rate and fringe payments to approved plans in amounts other than those listed in schedule.
- 6. Project Gross: Enter total gross wages earned on the project for straight time and overtime. Project hours X base rate should equal project gross.
- 7. Fringes: If fringe benefits are paid in the hourly base rate, indicate this by marking the cash space. If fringe benefits are paid to approved plans as listed in the prevailing wage rate schedule, mark the space Approved Plans. If fringe benefits are paid partially in the base rate and partially to approved plans, mark the space Cash & Approved plans. List the hourly amount paid to approved plans for each fringe. If payments are not made on a per hour basis, calculate the hourly fringe credit by dividing the yearly employer contribution by the lesser of: hours actually worked in the year (these must be documented) or 2080. Fringe benefits include: Employer's share of health insurance, life insurance, retirement plan, bonus/profit sharing, sick pay, holiday pay, personal leave, vacation, and education/training programs.
- 8. Total Hours All Jobs: Total all hours worked during the pay period including non-prevailing wage jobs.
- 9. Total Gross All Jobs: Gross amount earned in the pay period for all hours worked.
- 10. Self explanatory.
- 11. Self explanatory.
- 12. Self explanatory.



Department of Commerce

Division of Industrial Compliance

Bureau of Wage and Hour Administration
6606 Tussing Road - PO Box 4009
Reynoldsburg, OH 43068-9009
Phone 614-644-2239 | Fax 614-726-8639
TTY/TDD 800-750-0760
www.com.ohio.gov

An Equal Opportunity Employer and Service Provider

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

Affidavit Of Compliance

PREVAILING WAGES

I, _____
(Name of person signing affidavit) (Title)

do hereby certify that the wages paid to all employees of

(Company Name)

for all hours worked on the

(Project name and location)

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

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

(Signature of Officer or Agent)

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

(Notary Public)

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



- ▶ forms
- ▶ contacts
- ▶ about LAWS
- ▶ search

Ohio Department of Commerce Bureau of Wage & Hour Administration

[Consumers](#)[Business](#)[Licenses/Permit Holders & Applicants](#)[Other Government Agencies](#)

Submitting Union Contract Information

The Ohio Department of Commerce, Bureau of Wage & Hour, will no longer take union contract information for the establishment of prevailing wage rates via the web. The majority of information from the unions submitted in this manner was not supported with an associated mailing of the actual union contract and an affidavit as required. The Bureau will continue to make every effort to post up to date wage rates as efficiently as possible. In order to do so, those submitting information to the Bureau on behalf of the unions must:

- 1) submit contract information in a timely manner via fax, regular US Mail, or other non-electronic method
- 2) contract information submitted must be the actual signed union contract

Please send the appropriate information to:

Bureau of Wage & Hour
Attn: Kathy Peck
6606 Tussing Road, P.O. Box 4009
Reynoldsburg, Ohio 43068-9009

[commerce home](#) / [forms](#) / [contacts](#) / [press room](#) / [feedback](#) / [privacy policy](#)

Appendix C

Bid Documents

STATEMENT OF QUALIFICATIONS

GAHANNA SWIMMING POOL PVC POOL MEMBRANE

The bidder is required to state in full detail below, what work of a character similar to that included in the proposed Contract he has done, to give reference and such other detailed information as will enable the Council of the City of Gahanna, and the Director of Public Service to judge his responsibility, experience, skill, and financial standing. Among other things, this statement shall include the following:

Evidence to the effect that the bidder maintains a permanent place of business; list of plant equipment available for work under the proposed contract, together with statements as to when purchased or otherwise obtained, and statements as to its present physical condition; evidence to the effect that the bidder has a suitable financial status to meet obligations incident to the work; and evidence to the effect that the bidder has appropriate technical experience.

Please see attached
Bidder Qualifications

Statement of Bidder's Qualifications

Bidder: Aquatic Renovation Systems, Inc. EIN: 35-1788802
(a/k/a RenoSys Corporation)
Address: 2825 E. 55th Place
Indianapolis, IN 46220
Phone: 317-251-0207 Fax: 317-251-0360
Date: April 22, 2015

Aquatic Renovation Systems, Inc. was formed by Stewart J. Mart in Indianapolis, Indiana in 1988, and incorporated in the State of Indiana in 1990. The corporation has operated continuously under the same name since 1990 as a general contractor specializing in both the construction and renovation of commercial and municipal swimming pools. The corporation's aquatics-related products are marketed under the trade name "RenoSys", and the corporation is also known by the name "RenoSys Corporation", (a legal d/b/a).

Today, RenoSys Corporation is North America's oldest and largest manufacturer, distributor and installer of polymer products designed and formulated specifically for public swimming pool construction and renovation, and has successfully completed the construction and/or renovation of over 3,500 pool projects located in all fifty (50) states and eight (8) foreign countries, with a concentration on design build projects in which system evaluations are integral to the finished project. RenoSys Corporation has never failed to complete any work awarded it, and has never defaulted on a contract.

Divisions within RenoSys Corporation include the following:

Futura Pool Division - structural pool renovation, steel pool and spa construction, stainless steel gutters and PVC gratings.

RenoSys Liner Division - RenoSys PVC pool shell lining systems, formed in 1988.

poolequip.com - an internet-based pool equipment sales organization.

MetaFab Division - a full-service, metal fabricating facility, purchased in 2004.

RenoSys Corporation maintains a favorable banking relationship with Stock Yards Bank of Indianapolis, Indiana, with an existing credit line established. The principal contact at SYB is Dan Rector at 317-238-2808. Upon request, RenoSys Corporation is willing to furnish a detailed financial statement and any other related information that may be required by the Owner.

Pool construction projects completed in Year 2013 exceeded \$11,000,000. Sales completed in 2014 exceeded \$11,300,000.

Major equipment available for work on these projects includes a fleet of delivery trucks, trailers and operating crew vehicles, portable welders, Leister Triac hot-air guns, Leister hot-air robot welders and associated portable hand tools, and such additional equipment as is necessary to perform the specific scope of work.

Principal members of Aquatic Renovation Systems, Inc. are as follows:

Stewart J. Mart President and Chief Executive Officer
31 Years Experience in the Aquatics / Recreation Industry
21 Years Pool Design, Construction and Renovation Experience
Current Position: 1988 to Present

Steve Comstock Executive Vice President and Secretary
35 Years Pool Component / Gutter / Mechanical Design and Fabrication
35 Years Pool Construction and Renovation Experience
Current Position: 2002 to Present

Ron Troyan Vice President and Head of Accounting
B.S., Accounting/Finance
Qualified with FAR & CAS/AIA Documents
11 Years Experience in Construction Accounting
Current Position: 1 year

Michael Comstock Vice President of Sales – Membrane Division
12 Years Experience Pool Design / Construction / Renovation Project Negotiation
and Design.
Current Position: 2003 to Present

Gary Novitski Vice President of Commercial Construction Division
12 Years Experience Pool Design / Production / Renovation Project Negotiation
Responsible for all aspects of construction design / sales and completion.
Current Position: 2003 to Present

Insurance Company NAS Surety Group
Pillar Group
301 Pennsylvania Pkwy., Suite 100
Indianapolis, IN 46280

Bank References Stock Yards Bank & Trust
136 & Market Street
Indianapolis, IN 46204

Bonding Company NAS Surety Group
Pillar Group
301 Pennsylvania Pkwy., Suite 100
Indianapolis, IN 46280

SUBCONTRACTORS LIST

GAHANNA SWIMMING POOL PVC POOL MEMBRANE

The attention of bidders is directed, particularly to Section 0.42 of the General Provisions relative, respectively, to the requirements to sub-letting of assigning all or any portion of the work under this Contract.

The bidder is required to state, in detail, in the space provided below, the name, address, experience and the work to be performed by sub-contractors in this contract.

If no sub-contractors are to be used, so state.

None are anticipated.

AFFIDAVIT

To be filed in and executed if the contractor is a corporation

STATE OF Indiana

COUNTY OF Marion; ss:

Steve C Constock
being duly sworn, deposes and says that he/she is Secretary of

Aquatic Renovation Systems, Inc
a corporation organized and existing under and by virtue of the laws of the state of Ohio and
having its principal office at:

2825 E. 55th Place, Indianapolis, IN 46220
Address/City/State/Zip

AFFIANT further says he/she is familiar with records, minutes, books, and by-laws of the said corporation and is duly authorized to sign the Contract for the construction of:

GAHANNA SWIMMING POOL PVC POOL MEMBRANE

for said corporation by virtue of: Aquatic Renovation Systems, Inc.
(state whether a provision of by-laws or resolution by board. If resolution give date of adoption).

[Signature]
Signature

Sworn to before me and subscribed in my presence this 21st day of February, 2018.

Paris D State
Notary Public

My Commission Expires: Dec 3, 2020



**AFFIDAVIT
ORC 5719.042**

STATE OF Indiana

COUNTY OF Marion; ss:

The affiant being first duly sworn states that he or she is the

President of Aquatic Renovation Systems, Inc.
Title and Name of Company

and that he/she or Aquatic Renovation Systems, Inc. was
Name of Company

Not charged at the time the bid for:

GAHANNA SWIMMING POOL PVC POOL MEMBRANE

was submitted, with any delinquent personal property taxes on the general tax list of personal property of Franklin County, Ohio; or

Charged at the time the bid for:

GAHANNA SWIMMING POOL PVC POOL MEMBRANE

was submitted, with delinquent property taxes on the general tax list of personal property of Franklin County, Ohio, and attached hereto is a statement setting forth the amount of such due and unpaid delinquent taxes and any due and unpaid penalties and interest thereon.

FURTHER AFFIANT sayeth naught:

COMPANY

Aquatic Renovation Systems, Inc.

AFFIANT AND TITLE

Steve C. Constable, President

Sworn to before me and subscribed in my presence this 21st day of February, 2018.

Paris D. State

Notary Public

My Commission Expires: Dec 3, 2020

Seal:



NONCOLLUSION AFFIDAVIT

STATE OF Indiana

COUNTY OF Marion ; ss:

Bid Identification:

GAHANNA SWIMMING POOL PVC POOL MEMBRANE

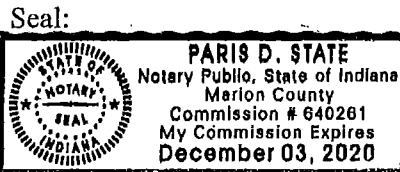
CONTRACTOR Steve C. Constock
Aquatic Renovation Systems, Inc, being first duly sworn, deposes and says that he is President sole owner, a partner, president, secretary, etc.) of Aquatic Renovation Systems, Inc the party making the foregoing BID; that such bid is not made in the interest of or on behalf 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 false 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 anyone 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 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, of 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.

Signature [Handwritten Signature]

Sworn to before me and subscribed in my presence this 21st day of February, 2018

Paris D. State
Notary Public

My Commission Expires: Dec 3, 2020

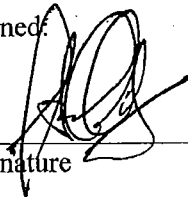


ESCROW WAIVER

GAHANNA SWIMMING POOL PVC POOL MEMBRANE

In accordance with a certain Contract between the City of Gahanna Ohio, and contractor Aquatic Recreation Systems Inc. is mutually agreed by and between the parties hereto that because of the short-term duration of the within contract, no escrow account will be established as is required pursuant to Sections 153.13, 153.14 and 153.63 of the Ohio Revised Code nor shall any interest be paid on retainage.

Signed:



Signature

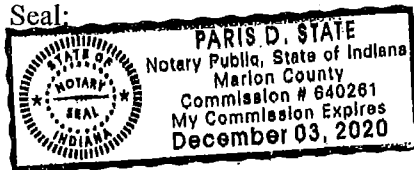
Sworn to before me and subscribed in my presence this 21st day of February 2018

Paris D. State

Notary Public

My Commission Expires: Dec 3, 2020

Seal:



Please see attached

**BID GUARANTY AND CONTRACT BOND
(ORC Section 153.57(1))**

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

Aquatic Renovation Systems, Inc 7825 E 55th Place
(Name and Address of Contractor) Indianapolis, IN 46220

as Principal, and North American Specialty Insurance Co.
as Surety, are hereby held and firmly bound unto the City of Gahanna, Ohio, hereinafter called
the Obligee, in the penal sum of the dollar amount of the bid to undertake the project known as:

GAHANNA SWIMMING POOL PVC POOL MEMBRANE

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 Ten Thousand, Seven Hundred & Seventy-Five and 84/100 dollars
(\$ 10,775.⁸⁴).

If the above line is left blank, the penal sum will be the full amount of the Principal's bid,
including alternates. Alternatively, if completed, the amount stated must not be less than the full
amount of the bid, including alternates, in dollars and cents. A percentage amount is not
acceptable. For the payment of the penal sum well and truly to be made, we hereby jointly and
severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

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

NOW, THEREFORE, if the Obligee accepts the bid of the Principal and the Principal fails to
enter into a proper contract in accordance with the 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 and such larger amount for
which the Obligee may in good faith contract with the next lowest bidder to perform the work
covered by the bid; or in the event the Obligee does not award the contract to the next lowest
bidder and resubmits the project for bidding, the Principal will pay 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 and mailing notices to prospective bidders,
whichever is less, than this obligation shall be void, otherwise to remain in full force and effect.
If the Obligee accepts the bid of the principal and the Principal within ten days after the
awarding of the contract enters into a proper contract in accordance with the bid, plans, details,
specifications, and bills of materials, which said contract is made a part of this bond the same as
though set forth herein; and

AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)
Aquatic Renovation Systems, Inc.
2825 E. 55th Place
Indianapolis, IN 46220

SURETY:

(Name, legal status and principal place of business)
North American Specialty Insurance Company
1450 American Lane, Suite 1100
Schaumburg, IL 60173

OWNER:

(Name, legal status and address)
City of Gahanna - Department of Parks & Recreation
200 South Hamilton Road
Gahanna, OH 43230

BOND AMOUNT: Ten Percent of the Maximum Amount of the Bid (10%)

PROJECT:

(Name, location or address, and Project number, if any)
Gahanna Swimming Pool PVC Pool Membrane, 148 Parkland Drive, Gahanna, OH 43230

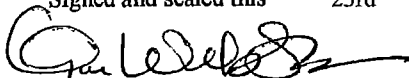
This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.
Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

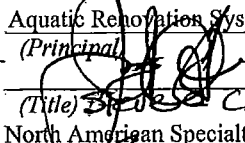
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

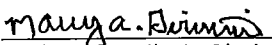
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

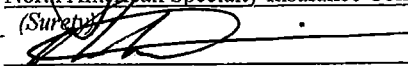
Signed and sealed this 23rd day of February, 2018


(Witness)

Aquatic Renovation Systems, Inc.
(Principal) (Seal)


(Title) ~~Director~~ Constable, President
North American Specialty Insurance Company


(Witness) Molly A. Girvin

(Surety) (Seal)

(Title) Robert L. Sherfick, Attorney-in-Fact

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

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NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois, each does hereby make, constitute and appoint:

NANCY J. NONWEILER, JOHN W. HANNON, III,
JASON McELDOWNEY and ROBERT L. SHERFICK

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By [Signature]
Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company



By [Signature]
Michael A. Ito, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 24th day of August, 2016.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

On this 24th day of August, 2016, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature]
M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 23rd day of February, 2018.

[Signature]
Jeffrey Goldberg, Vice President & Assistant Secretary of
Washington International Insurance Company & North American Specialty Insurance Company

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 the 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 wise affect the obligations of said Surety on this bond, and it does hereby waive notice of any such modifications, omissions, or additions to the terms of the contract or to the work or to the specifications.

SIGNED AND SEALED this _____ day of _____, 20__.

PRINCIPAL: _____

BY: _____

TITLE: _____

BY: _____

Attorney-in-fact

Attached

SURETY COMPANY ADDRESS:

SURETY AGENT'S ADDRESS

Company Name

Agency Name

Street

Street

City/State/Zip

City/State/Zip

(ORC Section 9.32 requires awarding authority give written notice of award to Surety and Agent.)

CITY OF GAHANNA

**** attach documents here ****

GAHANNA SWIMMING POOL PVC POOL MEMBRANE

PLEASE ATTACH THE FOLLOWING TO THIS SHEET:

1. Power of Attorney
2. Surety Financial Statement
3. Certificate of Compliance for Ohio

PROPOSAL

GAHANNA SWIMMING POOL PVC POOL MEMBRANE

TO: Director of Parks and Recreation
City of Gahanna, Ohio

After careful examination of the specifications, form of contract and the site of the proposed work, the undersigned hereby proposes and agrees if this proposal be accepted, to enter into a contract using the form of contract provided for, to furnish all equipment, labor, materials and construction to complete the said work in accordance with the terms and conditions specified and to furnish a satisfactory bond in the amount of one hundred percent (100%) of the total amount of the contract, conditioned as and in form prescribed by law as a guarantee for the faithful performance of the contract for the following prices as described and contained herein.

The bidder shall include all unit prices shown in the proposal and make necessary extensions and add all totals. The unit prices shown, together with quantities shown shall determine the total amount of the bid. If there is an error made, unit prices shown shall govern. The City reserves the right to waive any irregularities of the bidding process, and to make any mathematical corrections as required.

BID:

Description	Unit	Qty	Labor	Material	Unit Price (Labor and Material)	Total Bid Price
Commercial Grade PVC Pool Membrane System Complete Per Required Specifications (See Appendix A)	LS	1	⁷⁵ \$72,280.	⁷² 35,527.	⁴⁷ \$107,758.	⁴⁷ \$107,758.

NOTE:

NO BIDDER MAY WITHDRAW UNTIL SIXTY DAYS AFTER THE DATE OPENING. THE CITY OF GAHANNA HAS THE OPTION OF ACCEPTING OR REJECTING ANY OR ALL PROPOSALS OR ANY PORTION THEREOF.

If the foregoing proposal shall be accepted by the City of Gahanna, State of Ohio, and the undersigned shall fail within a period of ten (10) days from the notice of acceptance to execute a satisfactory contract or furnish a satisfactory bond as stated in the notice to bidders hereto attached, then the City may, at its option, determine that the undersigned had abandoned the contract and thereupon this proposal shall be null and void and the bond or certified check accompanying this proposal shall be forfeited to and become the property of the City, otherwise the bond or certified check accompanying this proposal shall be returned to the undersigned on demand. (The appropriate blanks pertaining to the certified check or proposal bond shall be properly filled in by the bidder)

Attached hereto is a certified check on _____ Bank of Ohio, for the sum of \$ ~~10,775.84~~ according to the terms of the notice to bidders.

Attached hereto is the bid guaranty/contract bond executed by North American Specialty Insurance for the sum of \$ 10,775.84 according to the terms of the notice to bidders. 10% of Bid \$107,758.47

The names and residences of all persons and parties interested in the foregoing bid as principals are:

Stewart J. Mart, CEO
Name

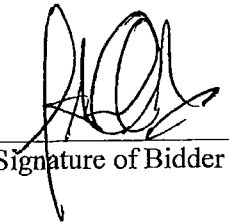
2912 E. 52nd Street
Address Indianapolis, IN 46205

Name

Address

Name

Address


Signature of Bidder

2825 E. 55th Place, Indianapolis,
Business Address Indiana 46226

Signed this 21st day of February, 2018.

Appendix D

Contract

CONTRACT

GAHANNA SWIMMING POOL PVC POOL MEMBRANE

This Contract made this _____ day of _____, 20____, by and between the City of Gahanna, Ohio, Party of the First Part, and:

Aquatic Renovation Systems, Inc.
(Party of the Second Part)

WITNESSETH:

ARTICLE 1. Said Party of the Second Part hereby agrees to furnish at its own cost and expense all equipment, labor, materials, and construction for the improvement as listed in the legal notices as required by the notice to bidders, information and requirements for bidders, general provisions, specifications, contract and all other required bid documents, therefore which are on file in the Department of Parks and Recreation of the municipal building of the City of Gahanna, Ohio, and which are each by reference made a part of this contract and attached hereto. All of the material and labor shall be furnished according to the requirements under this contract and to the satisfaction of the Department of Parks and Recreation and to the acceptance of the City of Gahanna, Ohio and at the prices set forth in the accompanying proposal which is made a part of this contract.

The Party of the First Part, in consideration of the full and faithful performance of all singular things herein, agrees that it will pay to said Party of the Second Part the prices and sums hereinabove written, payments to be made by said City upon estimates allowed by the Department of Parks and Recreation of the said city as the work progresses.

ARTICLE 2. Said Party of the First Part reserves the right to cancel this contract if either the funds for this contract are not appropriated by the Council of the City of Gahanna or the Party of the Second Part fails to meet the obligations or specifications under this contract.

IN TESTIMONY WHEREOF, the said parties hereunto set their hands the day and year first above written.

ATTEST:

CITY OF GAHANNA, OHIO

THOMAS R. KNEELAND
Mayor

(Contractor must indicate whether Corporation, Partnership, Company or Individual. THE PERSON SIGNING SHALL IN OWN HANDWRITING, SIGN THE PRINCIPAL'S NAME, OWN NAME, AND TITLE. WHERE THE PERSON SIGNING FOR A CORPORATION IS OTHER THAN PRESIDENT, HE MUST SHOW AUTHORITY TO BIND THE CORPORATION BY AFFIDAVIT).

Party of the Second Part

Signature

Printed Name

Title

Address

City/State/Zip

I, Joann Bury, hereby certify that funds for this Contract are available and/or in the process of collection.

JOANN BURY
Director of Finance

I, Shane Ewald, hereby approve the form and correctness of the foregoing Contract Bond and Contract.

SHANE EWALD
City Attorney

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