

## I. ADVERTISEMENT FOR BIDS

### A. INTRODUCTION

The City of Columbus (hereinafter “City”) is accepting bids for **FRA-Olentangy Trail Scioto Trail, 124922 C.I.P. No. 512044-100000**, the work for which consists of **safety improvements for sections for the Olentangy and Scioto Trails from Antrim Park to Confluence Park. The improvements include tree limbing/brush clearing, partial depth pavement repair, crack treatment, signage replacement, pavement markings**, and other such work as may be necessary to complete the contract, in accordance with the drawings, technical specifications, and other specifications set forth in this Invitation For Bid (IFB).

This IFB contains the following sections:

- Section 1: Advertisement for Bids – This section provides a brief overview of the project and bidding process.
- Section 2: Bid Forms – This section contains bid forms B1 through B5.
- Section 3: Special Provisions – This IFB may contain special provisions.
- Section 4: Contract – The contract section contains forms and instruments that will be used in the event of contract award. Do not complete and submit the contract with your bid. The contract will be completed by the selected bidder after an award determination has been made by the City and the contract is delivered to the selected bidder for execution. The City will not negotiate the terms contained in this contract.

In order for a bid to be considered responsive, the bidder must submit **all** required information for the project as outlined in the IFB.

#### **WHERE & WHEN TO SUBMIT BID**

Bids will be received by the City of Columbus, Department of Recreation and Parks, at [www.bidexpress.com](http://www.bidexpress.com) until **6/30/2026**, at 2:00 PM Eastern Time.

There will not be a public bid opening for this project. The opening of bids will proceed according to revised City Code 329 and will be opened online and made available to the public via Bid Express.

#### **DRAWINGS AND TECHNICAL SPECIFICATIONS**

Drawings and technical specifications are available as separate documents at [www.bidexpress.com](http://www.bidexpress.com). Drawings and technical specifications are contract documents.

#### **CONSTRUCTION PRE-QUALIFICATION REQUIREMENT**

Only Ohio Department of Transportation (ODOT) pre-qualified contractors are eligible to submit bids for this PROJECT. Pre-qualification status must be in force at the time of bid, at the time of

award, and through the life of the construction contract. Subcontractors are not subject to the ODOT pre-qualification requirement. The “prime” contractor must perform no less than fifty percent (50%) of the total original contract price.

The City requirement for pre-qualification for construction prime contractors and licensed construction trade subcontractors does not apply to this bid. The City requirement (when the City estimates the contract amount will exceed \$2,000,000.00) for construction subcontractors to provide a health insurance benefit, a retirement or pension plan, and a quality training program also do not apply to this bid.

#### **PRE-BID CONFERENCE**

There will be no pre-bid conference for this project.

#### **PREVAILING WAGE**

Bidders are required to submit bids using current Federal Davis-Bacon wage rates. See Section 8 (PN 061 –1/20/2016- WAGE SCALE ON ALL FEDERAL-AID PROJECTS) of Special Provision SP-21 (ODOT LPA TEMPLATE) for details on prevailing wage requirements.

#### **NOTICE TO PROCEED/CONTRACT COMPLETION**

The City anticipates issuing a notice to proceed on or about **September 8, 2026**. The contract completion date for this project is **June 1, 2027**.

**Interim Completion Date:** Antrim Park Section, Antrim Park Alternative (if accepted), and Olentangy Wetland are to be substantially complete before **October 30, 2026**. Substantially complete includes all work except the signage.

Please note the Maintenance of Traffic notes which contain required sequencing information.

#### **BID CANCELLATION AND REJECTION**

The City may cancel the IFB, reject any or all bids in whole or in part, waive technicalities, and/or advertise for new bids, without liability to the City and when in the best interest of the City. The City shall have 180 calendar days from the date of the bid opening to provide the bidder a Notice of Award. During this 180 period, the bidder agrees to hold their bid prices.

#### **QUESTIONS CONCERNING THE BID DOCUMENTS OR PROJECT**

Questions pertaining to the drawings, plans, specifications, IFB, and/or other contract documents must be submitted in writing to the Department of Recreation and Parks, by email to [knmesser@columbus.gov](mailto:knmesser@columbus.gov) on or before **June 23, 2026**. No phone calls will be accepted.

The City or its representative will not be bound by any oral interpretations which are not reduced to writing and included in addenda. Any interpretations of questions so raised, which in the opinion of the city or its representative require interpretations, will be issued by addenda and posted on [www.bidexpress.com](http://www.bidexpress.com).

### **QUESTIONS CONCERNING BID EXPRESS**

The City cannot assist with Bid Express issues or questions. For questions or help with Bid Express, contact Bid Express at 888-352-2439 or [support@bidexpress.com](mailto:support@bidexpress.com).

### **JOINT VENTURE INSTRUCTIONS**

Complete the "Joint Venture Statement of Intent" (above) and upload both the Joint Venture Statement of Intent and a fully executed, certified copy of the joint venture agreement between the business entities creating the joint venture.

All business entities creating the joint venture must be individually pre-qualified if pre-qualification is required.

The joint venture will need to be registered with the City of Columbus and receive a contract compliance number. Register at <https://columbusvendorservices.powerappsportals.com/>.

If any business entity of the joint venture is a foreign corporation, or an individual or partnership non-resident of the State of Ohio, the business entity shall register with the Ohio Secretary of State's Office for the purpose of accepting service of summons, in any action in law or equity, or both, brought in the State of Ohio.

Complete the bid in the following manner:

1. The business name of the bidder shall be the name of the joint venture.
2. The joint venture shall have a digital ID, and submit their bid through Bid Express in the name of someone authorized to enter into contract on behalf of the joint venture. A one-time digital ID is available.
3. Form B1 shall include all persons and parties interested in the joint venture.
4. The bid bond shall be in the name of the joint venture and signed by an authorized representative of the joint venture.
5. The experience / resources listed shall be that of the business entities making up the joint venture.

If the contract is awarded to a joint venture, the contract shall be completed in the following manner:

1. The contract shall be signed by an authorized representative of the joint venture.
2. The performance and payment bond shall be in the name of the joint venture and signed by an authorized representative of the joint venture.
3. Insurance and Workers' Compensation Certificates shall be in the name of the joint venture.

The purchase order created by the City shall be in the name of the joint venture.

## **B. TERMS AND CONDITIONS**

### **GENERAL CONTRACT PROVISIONS AND CONSTRUCTION AND MATERIALS SPECIFICATIONS**

The 2025 edition of the **City of Columbus Ohio Construction and Material Specifications (hereafter referred to as CMS)**, including any Supplemental Specifications published on the Department of Public Service's web site, is hereby made a part of these bid documents. The bidder agrees to abide by any terms and conditions regarding the submission and award of construction bids contained within the CMS unless there is a conflict between the CMS and other bid documents. If there should be a conflict between the CMS and other bid documents, or a conflict between any of the bid documents, the order of precedence listed in the CMS will prevail unless the IFB or a special provision states a different order of precedence. The bidder also agrees the CMS will become one of the contract documents if bidder is awarded the contract.

Hard copies of the CMS are available for examination or purchase at the Department of Public Service, 111 N. Front St., 1st Floor, Columbus, Ohio 43215 (614) 645-8376. **Note that the hard copy edition will not include any revisions (i.e., supplemental specifications) added after its publishing.** It is the bidder's responsibility to stay current. An electronic version of the CMS, with revisions, can be viewed at the Department of Public Service's website at <https://www.columbus.gov/Business-Development/Building-Zoning-Services/Documents-Forms/Design-and-Construction-Documents/Document-Library/Construction-and-Material-Specifications>.

Specific reference items may be governed by the current edition of the **Ohio Department of Transportation Construction and Material Specifications** and, if applicable, these are noted on the plans. Other applicable sections of the Ohio Department of Transportation Construction and Material Specifications may be referenced in Special Provision 21 (ODOT's LPA Template).

### **APPLICABLE LAWS**

The Revised Code of the State of Ohio, the Charter of the City of Columbus, and all City ordinances insofar as they apply to the laws of competitive bidding, contracts, and purchases, and wage theft prevention, are made a part hereof.

### **REMEDIES**

All claims, counterclaims, disputes and other matters in question between the City, its agents and employees, and the Bidder, or in the event of a contract the Contractor, arising out of or relating to this agreement or its breach will be decided in a court of competent jurisdiction within the County of Franklin, State of Ohio.

### **SUBMISSION OF BIDS AND COSTS**

All bids and other material submitted in response to this Invitation for Bid (IFB) become the property of the City of Columbus. The City may choose to retain or return these materials to the offeror, at the offeror's expense. The City is not liable for any cost associated with the preparation of the bid or any other costs incurred by any bidder prior to the execution of the contract. The rejection of any proposal in whole or in part, at its discretion, will not render the City liable for

incurring any cost or damage. The City is not liable for any costs incurred by any offeror prior to the execution of the contract.

### **PUBLIC RECORDS REQUESTS**

The City of Columbus, as a political subdivision of the State of Ohio, is subject to Ohio Revised Code Chapter 149, known as the Ohio Public Records Act. Accordingly, the Bidder understands that ALL records submitted in response to this IFB are generally considered public records and WILL be released in response to a valid request for public records, unless said records are legally exempt or non-record per the Ohio Public Records Act.

Upon receipt of a valid request for public records for this submittal, the City will send notice of said request to Bidder, via electronic mail, to the most recent electronic email address on record for Bidder. The City will initially review the submittal and redact records that it believes it can legally justify under the Ohio Public Records Act. However, Bidder has the sole responsibility of identifying records that it believes may contain proprietary trade-secrets from release under the Ohio Revised Code. If Bidder believes the submittal does contain proprietary trade-secrets, the City will NOT assert the legal position of Bidder that said records are protected. Instead, Bidder must obtain an order from a Court of competent jurisdiction in Franklin County, Ohio enjoining the release of said records. The City will delay release of records for seven (7) calendar days after the date the notice was sent to Bidder to allow for Bidder to obtain a court order. Failure to take timely action will result in the release of records.

### **THE CITY STRONGLY ENCOURAGES BIDDER TO NOT INCLUDE ANY RECORDS IN SUBMITTAL THAT CONTAIN PROPRIETARY TRADE-SECRETS.**

#### **C. SPECIAL PROVISIONS**

The above noted terms and conditions in the CMS may be **modified by Special Provisions, contained herein**. See Section III, entitled "**SPECIAL PROVISIONS**" for more detail.

#### **D. BID REQUIREMENTS - RESPONSIVENESS PROVISIONS**

The city reserves the right to reject a bid it deems non-responsive. Factors used to determine responsiveness are included in Columbus City Code Section 329, throughout the IFB, Special Provisions, and in the edition of the **City of Columbus Ohio Construction and Material Specifications** cited in this IFB as applicable to this bid, and, if necessary, in its supplemental specifications.

#### **DBE Participation LPA Projects**

The Federal Highway Administration empowers the Ohio Department of Transportation (ODOT) to enter into a contractual agreement with Local Public Agencies (LPA's) who request to administer activities on Federal-aid projects. This IFB is classified as an LPA project. Special Provision 21 (ODOT LPA TEMPLATE) to this IFB details requirements for LPA projects.

Per the direction found in Special Provision 21, any bids received without the electronic submission of the DBE Utilization Plan **at or before the time of bid**, will be deemed **unresponsive**. Bidders must submit their DBE Utilization Plans via:

[https://odot.formstack.com/forms/dbe\\_copy](https://odot.formstack.com/forms/dbe_copy) .

This file contains the current list of certified DBEs and is updated regularly. Again, **the DBE Utilization Plan must be filled out completely and submitted electronically at or before the time of bid opening.**

For bidders that are DBE certified firms, you must also submit a DBE utilization plan to include the percentage your firm will be self-performing.

For any questions concerning DBE participation, please contact:

Office of Opportunity, Diversity and Inclusion: [DOT.ContractsLettingMgr@dot.ohio.gov](mailto:DOT.ContractsLettingMgr@dot.ohio.gov); 614-466-3437 (option 4)

### **SUBCONTRACTOR REQUIREMENTS**

Bidders are to provide information about subcontractors found on Form B5 and comply with the following requirements:

- Provide a list with its bid submission of all first-tier subcontractors the bidder intends to utilize for the project as well as all subcontractors the bidder intends to utilize to demonstrate achievement of DBE subcontracting goals. The list shall be divided into two parts:
  - Subcontractors to be used for the base bid (including contingency and allowances)
    - All DBE subcontractors are to be included in this list
  - Subcontractors to be used for alternates (if alternates are included in the City's bid document)
    - All DBE subcontractors are to be included in this list
- Bidders shall list only subcontractors who are not currently suspended or debarred by the City and who have not been listed as having had an adverse determination by the Labor Commission.
- List only one subcontractor for each division of work to be performed as listed in the technical specifications, or section of work in the current edition of the City of Columbus Construction and Material Specifications, whichever is applicable, of the City's bid document. In circumstances where the bidder determines more than one subcontractor is needed to complete a division or section of work, a bidder shall explain in writing the reason(s) why multiple subcontractors are necessary, describe the work to be performed within any subdivision of a division or subsection of a section of work, and the dollar amount allocated to any subdivision of a division or subsection of work.
- Failure to fulfill the above-stated requirements may render the bid non-responsive

### **CHANGING SUBCONTRACTORS**

After execution of a contract a Contractor must contact and receive written approval from the contracting department prior to changing subcontractors. A contractor must obtain written consent from the director or designee of the contracting agency prior to subletting, selling, transferring, assigning, or otherwise relinquishing any rights, title, or interest in the work to any subcontractor not listed in the bid submittal or contract, or to change subcontractors. The

director or designee must, within a reasonable time, approve or disapprove a contractor's request. The decision shall be final. The contractor may seek the aforementioned written consent for reasons including, but not limited to, the following:

1. After reasonable opportunity to do so, the subcontractor fails or refuses to execute a written contract for the scope of work specified in the bid and at the price specified in the bid;
2. The subcontractor becomes insolvent or the subject of an order for relief in bankruptcy;
3. The subcontractor fails or refuses to meet the requisite licensing or bonding set before bid submittal;
4. The contractor demonstrates to the contracting agency that the name of the subcontractor was listed as the result of an inadvertent clerical error;
5. The subcontractor fails or refuses to perform its subcontract after reasonable opportunity to do so; or
6. The contractor determines that additional specialty work not reasonably anticipated in the bid must be performed by subcontract.

Contact the contracting department for the appropriate form.

#### **BID BOND**

The contract resulting from this bid is estimated to be in excess of \$100,000.00. Each bid shall contain a bid bond to ensure if the bid is accepted a contract shall be executed.

The bid bond shall be issued by a guaranty company authorized to do so under the Ohio Revised Code or by a surety who is: (1) a resident of this state; (2) worth, in the aggregate, double the sum to be secured, beyond the amount of their debts; and (3) have property liable to execution in the state equal to the sum to be secured. All bid or proposal bonds signed by an agent must be accompanied by a surety power of attorney, most recent surety financial statement, and current Ohio Department of Insurance Certificate of Compliance.

In the event there are mutually exclusive alternates listed on the bid sheet, the bid bond shall include the maximum value of the highest alternate(s) which increases the Bid. **The bid bond amount shall be equal to or exceed (10%) percent of this total amount.** Note that if the bidder submits a bid bond, the amount of said bond shall be expressed either as a percentage of the total bid or numerically in dollars and cents.

Failure to submit an acceptable bid bond shall result in the bid being deemed non-responsive.

The City will only accept bid bonds electronically in Bid Express and Bid Express accepts bid bonds only through Surety2000 or Tinubu. More information can be found at:

Surety2000 <http://www.surety2000.com/>

Tinubu <https://www.tinubu.com/surety-for-brokers-and-agents>

#### **WATER OR SEWER CONTRACTOR TAPPERS LICENSE**

Pursuant to Columbus City Code Sections 1103.06 and 1131.01, it is unlawful for any person to perform any work on the City of Columbus water line system and appurtenances (including fire hydrants and water services up to the meter setting) or engage in sewer tapping, sewer building, or to open any sewer in any street, alley or any public or private place or rehabilitation of any sewer or appurtenances (including manholes, inlets, and service laterals) in the City of Columbus without first securing a license to engage in such business.

**This project DOES NOT INCLUDE WORK ON A WATER OR SEWER LINE**

The license must be in “active” status the day of the bid opening and at the time of Work. Failure to indicate in the bid the contractor or subcontractor who shall perform the water or sewer line work and/or failure to list a contractor or subcontractor that has an “active” license on the day of the bid opening shall render the bid non-responsive.

The list of contractors with an “active” license can be found at:

<https://ca.columbus.gov/ca/Default.aspx>.

If the project does include work on a water or sewer line, indicate if the (sub)contractor will perform water or sewer line work (or both) and the name of the (sub)contractor who will perform work on the water or sewer line.

---

Water or Sewer	Business Name
----------------	---------------

**SUBSTITUTIONS**

Pursuant to Columbus City Code Sections 329.23(j) a bid will be found to be non-responsive if it contains “alterations, omissions, or errors such that, in the judgment of the city, the bid does not respond to the IFB in all material respects, or contains irregularities or deviations from the IFB that affect the amount of the bid or otherwise gives the bidder a competitive advantage.”

There are cases however where the bidding of substitutions may be permissible. When allowed by the contracting agency, Form B4 shall be used to propose substitutions to specifications and/or provisions put forth herein. Proper procedures for proposing substitutions are found in Section II (entitled “Bid Forms”). Be sure to follow these procedures carefully; failure to follow them may result the bid being deemed non-responsive.

Requests for substitutions of products will be considered no later than seven (7) days prior to the Bid Opening Date to allow time for Architect/Engineer's evaluation of substitutions and the preparation of an addendum, if required. Substitutions submitted with the bid will not be accepted unless they were pre-approved by following the instructions for requesting substitutions in this section.

**SUBSTITUTIONS ARE NOT PERMITTED DURING THE ADVERTISING PERIOD**

## **OTHER RESPONSIVENESS PROVISIONS**

Other responsiveness provisions, on which your bid will be evaluated include:

- Whether bidder has submitted more than one proposal for the same work from an individual or entity under the same or different name, or corporation under the same name, or corporations with one or more of the same persons as officers or directors of such corporations, or corporations which are holding companies, parent companies or holding companies that are subsidiaries of such corporations;
- Whether bid prices are materially unbalanced as defined in the relevant sections of the technical specifications manual specified in the IFB, where applicable;
- Whether bidder has failed to comply with technical pre-qualification requirements as defined in the relevant sections of the technical specifications specified in the IFB, where applicable;
- Whether the bid contains conditions or qualifications not provided in the IFB;
- Whether the bidder failed to acknowledge addenda or the bid does not contain complete forms required to be included in the bid and the city determines that the bidder's bid does not respond to the invitation for bid in all material respects or contains irregularities or deviations which affects the amount of the bid or otherwise gives the bidder a competitive advantage;
- Whether bidder adds a provision reserving the right to accept or reject an award;
- Whether bidder fails to submit a unit price for each contract item listed, when required by the technical specification;
- Whether bidder fails to submit a lump sum price where required;
- Whether the bidder fails to submit the required bid guarantee or submits an irregular bid guarantee for the amount required.
- Whether the bid contains other alterations, omissions, or errors such that, in the judgment of the city, the bid does not respond to the invitation for bid in all material respects, or contains irregularities or deviations from the invitation for bid that affect the amount of the bid or otherwise gives the bidder a competitive advantage;
- Whether the bidder has complied with the requirements of City Code regarding subcontractors.

## **E. MISCELLANEOUS PROVISIONS**

### **EXECUTIVE ORDER 2015-01 "TREE PROTECTION AND MITIGATION POLICY"**

The contractor shall include and reference technical manual sections and is document is available online as a separate document loads of technical manual attached these references are considered a contract documents

#### **CONTRACT PERFORMANCE AND PAYMENT BOND**

The contract resulting from this bid is estimated to be in excess of \$100,000.00. The successful bidder will be required to secure a contract performance and payment bond in the amount of 100 percent of the contract price, including the guarantee period, in accordance with Columbus City Code Chapter 329 and the current edition of the **City of Columbus Ohio Construction and Material Specifications (CMS)** to assure the faithful performance of the work.

The Contractor shall use the performance and payment bond form attached as Form C2 in Section IV (Contract) of this IFB document. The performance and payment bond shall be issued by a guaranty company authorized to do so under the Ohio Revised Code or by a surety who is: (1) a resident of this state; (2) worth, in the aggregate, double the sum to be secured, beyond the amount of their debts; and (3) have property liable to execution in the state equal to the sum to be secured.

All bonds signed by an agent must be accompanied by a surety power of attorney, most recent surety financial statement, and current Ohio Department of Insurance Certificate of Compliance. Failure to execute the contract and file an acceptable performance and payment bond(s) shall be cause for cancellation of the award and the city may file a claim under the bond.

If a contractor has not commenced his work within a reasonable time, or does not carry the same forward with reasonable progress, or is improperly performing his work, or has abandoned, or fails or refuses to complete a contract entered into under Chapter 329 of the Columbus City Code, the director of the contracting agency shall make a finding to that effect and so notify the contractor in writing, and the rights of the contractor to control and supervise the work shall immediately cease, per the CMS.

The director shall forthwith give written notice to the sureties on the bonds of such contractor of such action. If, within ten days after the receipt of such notice, such sureties on the contract performance and payment bond or any one or more of them notify the director in writing of their intention to enter upon and complete the work covered by such contract, such sureties shall be permitted to do so and the director shall allow them thirty days, after the receipt of such notice in writing, within which to enter upon the work and resume construction, unless such time is extended by the director for good cause shown. If such sureties do not carry the same forward with reasonable progress, or if they improperly perform, abandon, or fail to complete the work covered by any such contract, the director shall complete the same in the manner provided in this section. In the event the sureties on the contract performance and payment bond, or any one or more of them, notify the director in writing of their intention to enter upon and complete the work covered by such contract, and then fail or refuse to so complete, any additional costs reasonably incurred by the director as a result of such failure or refusal shall be computed by the director and become the liability of such surety, which is not limited by the amount of the contract performance and payment bond. If the surety fails to pay such amount, the director shall certify the facts to the Columbus City Attorney, who shall proceed to collect such additional costs from the surety.

If, after receiving notice of the action of the director in terminating the control of the contractor over the work covered by his contract, the sureties on such contract performance and payment

bond do not within ten days give the director the written notice provided for in this section, the director shall cause that portion of the work which remains uncompleted to be re-estimated and re-let in accordance with the requirements applicable to original bids; or in the event the director determines with the approval of the Mayor an extraordinary emergency exists, the director may contract for the completion of the work without advertising the bids, if the director considers it to be in the best public interest.

Before entering into a contract for the completion of any such improvement, the director shall require a contract performance and payment bond with sufficient sureties each in an amount equal to one hundred percent of the estimated cost of completing the work, and conditions relating to the bonds of original contractors shall apply to such bonds.

If the cost of completing any such improvement exceeds the portion of the contract price remaining unpaid to the original contractor at the time of the default, such excess shall be computed by the director and becomes the liability of such contractor or surety or both. If either the contractor or surety fails to pay such amount, the director shall certify the facts to the Columbus City Attorney, who shall proceed to collect such excess cost from the contractor and the sureties upon the contract performance and payment bond, and the amount so collected shall be paid into the city treasury to the credit of the fund from which the excess cost was originally paid.

#### **CONTRACT SIGNATURE AFFIDAVIT**

Form C3 "Contract Signature Affidavit" of Section IV (Contract) of this IFB shall be used if the individual signing the contract is **NOT** an Officer or Member of the Company. As with Form C1, this should only be completed when necessary by the successful bidder.

#### **CONTRACT COMPLIANCE REQUIREMENTS**

All contractors and subcontractors who are party to a contract as defined in Columbus City Codes must hold valid contract compliance certification numbers before the contract is executed. A contractor, or any of their subcontractors, who do not have a valid contract compliance number will be given seven business days after the bid due date to obtain a number or to renew expired numbers. If said information has not been obtained or renewed within 7 business days from the bid submittal date, the bid may be deemed non-responsive and may no longer be considered. The City is not responsible for notifying bidders of expired contract compliance numbers after bid submission.

Contract compliance certification numbers are assigned and renewed by the Office of Diversity and Inclusion (ODI). Information on contract compliance certification is available at:

<https://www.columbus.gov/Government/Mayors-Office/Office-of-Diversity-and-Inclusion/Supplier-Diversity/Contract-Compliance-Registration>.

Office of Diversity and Inclusion  
1111 East Broad Street, Suite 203  
Columbus, Ohio 43205  
(614) 645 –4764  
MBE/FBE Certification and Contract Compliance

**CONTRACTOR'S LICENSE** – For questions about a Contractor's License, contact the Department of Building and Zoning Services at (614) 645-7433 or <https://www.columbus.gov/Business-Development/Business-Licenses-Resources/Contractor-Licenses>.

**END OF SECTION**