

# Request for Proposal

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**Owner: Oak Hill Union Local School District Board of Education**  
205 Western Ave.  
Oak Hill, Ohio 45656

**Project: District Paving Project**  
Oak Hill Union Local School District  
205 Western Ave.  
Oak Hill, Ohio 45656

**Response Deadline: May 9, 2025 at 2:00 p.m. local time**

The Owner seeks competitive Proposal for the above-identified Project, subject to the terms and conditions of this Request for Proposal and the accompanying Contract Documents.

The Work is being procured through a competitive proposal process outside the scope of the statutory bidding requirements for public school districts, as Ohio Revised Code Section 3313.46 only requires competitive bidding for "school buildings," and the relevant work set forth in this Request for Proposal is not to build, repair, enlarge, improve, or demolish a school building. Any references in the Contract Documents to "RFP" or "bidding" are to be read consistent with the proposal process being implemented.

## Article 1 — General Information

### 1.1 Project Description

**1.1.1 Project Scope.** The Project consists of all labor, materials, and services necessary for the construction and installation of district paving/surfacing at three locations: (1) Oak Hill Middle/Middle/high school (2) Oak Hill Elementary School and (3) Central Office/Bus Garage. The Project will consist generally of:

#### **Oak Hill Middle/Middle/High school**

#### **STUDENT LOT – LIGHT BLUE AREA**

Striping:

.1 Stripe per current layout and color using Setfast® Acrylic Solventborne Traffic Marking Paint. (TM5626 White & TM5627 Yellow)

**ALTERNATE** TO ADD TO THE STRIPING IN BLUE AREA: Sealcoat/Clean/Crack Fill: 45,352sq.ft.

**ALTERNATE AMOUNT:** \$ \_\_\_\_\_

- .1 Clean existing pavement of all dirt and debris using power cleaner.
- .2 2. Remove weeds from cracks.
- .3 3. Use Sealmaster Crack Master Parking Lot Grade to crack fill main cracks.
- .4 4. Apply 2 separate coats of Polymer Modified Masterseal.
- .5 5. Water add-ins cannot exceed manufacturing specifications.
- .6 6. Approved silica sand shall be added to the sealer at the rate of 3lbs./gal to enhance skid resistance and coating durability.
- .7 7. Sealcoat to include a minimum of 2% enhanced latex sealer.
- .8 8. Parking lot must be kept barricaded for a minimum of 24 hours weather dependent and coat dependent

#### **Regrade Asphalt: 4,008sq.ft. (Orange Area)**

- .1 Mill 4,008sq. ft at an average depth of 1"-2" south of the football field to adjust proper water flow. Haul millings to a different location at the high school.
- .2 Install up to 2" compacted of #448-1 Hot Mix asphalt. **(Up to 49T)**

**Full Depth Install: 2,409sq. ft (Green Area)**

- .1 Excavate 2,409sq. ft south of the bleachers to a depth of 10". Haul debris off site.
- .2 Install premium #304 limestone at a depth of 6" and compact. **(86T)**
- .3 Install #448-2 Hot Mix asphalt compacted to 2". **(30T)**
- .4 Install #448-1 Hot Mix asphalt compacted to 2". **(30T)**

**2" Asphalt Overlay & Site Prep: 201,944sq.ft. (Red Area)**

- .1 Mill any areas where the asphalt is currently flush with any concrete or existing ADA ramps an average depth of 2" to accept new asphalt. Haul millings to a different location at the high school.
- .2 Install a scratch course of asphalt in need areas to create a smooth base for overlay.
- .3 Clean existing pavement of all dirt and debris, using power cleaner.
- .4 Tack-coat with SS-1 liquid to assure proper bond, using power distributor.
- .5 Install wearing course of #448-1 Hot Mix asphalt compacted to 2". **(2,440T)**
- .6 Stripe per current layout and color using Setfast® Acrylic Solventborne Traffic Marking Paint. (TM5626 White & TM5627 Yellow)

**Sealcoat/Clean/Crack Fill/Stripe: 45,352sq.ft. (Yellow Area)**

- .1 Clean existing pavement of all dirt and debris using power cleaner.
- .2 Remove weeds from cracks.
- .3 Use Sealmaster Crack Master Parking Lot Grade to crack fill main cracks.
- .4 Apply 2 separate coats of Polymer Modified Masterseal through method of spray.
- .5 Water add-ins cannot exceed manufacturing specifications.
- .6 Approved silica sand shall be added to the sealer at the rate of 3lbs./gal to enhance skid resistance and coating durability.
- .7 Sealcoat to include a minimum of 2% enhanced latex sealer.
- .8 Parking lot must be kept barricaded for a minimum of 24 hours weather dependent and coat dependent.
- .9 Stripe per current layout and color using Setfast® Acrylic Solventborne Traffic Marking Paint. (TM5626 White & TM5627 Yellow)

**Oak Hill Elementary School**

**MULTIPLE AREAS – RED AND ORANGE AREAS**

Site Prep for Asphalt Overlay:

- .1 Mill (Approx. 22,787sq.ft.) any areas where the asphalt is currently flush with any concrete, existing ADA ramps, or had improper drainage at an average depth of 2" to accept new asphalt. Haul millings to a different location at the high school.
- .2 Install 16,596sq.ft. of #448-2 Hot Mix asphalt compacted to 2" in the ORANGE AREA to prepare for asphalt overlay. (204T)
- .3 Install wearing course of #448-1 Hot Mix Asphalt compacted to 2" additional in 280sq.ft to repair parking spaces. (4T)

**Crack Remedy – To assist in keeping large cracks from mirroring through overlay.**

- .1 Install concrete-based crack remedy into large cracks in the east parking lot and playground parking lot to help prevent these large cracks from mirroring through asphalt overlay. (Approx. 620 Ln.Fr.)
- .2 2" Asphalt Overlay: 116,514sq.ft. (Red Area)
  - a. Clean existing pavement of all dirt and debris, using power cleaner.
  - b. Install scratch layer to bring asphalt areas to proper height.
  - c. Tack-coat with SS-1 liquid to assure proper bond, using power distributor.
  - d. Install wearing course of #448-1 Hot Mix asphalt compacted to 2". (1,424T)

- .3 Stripe per current layout and color using Setfast® Acrylic Solventborne Traffic Marking Paint. (TM5626 White & TM5627 Yellow)

**Sealcoat/Clean/Crack fill: 12,524sq.ft. (Yellow Area)**

- .1 Clean existing pavement of all dirt and debris using power cleaner.
- .2 Remove weeds from cracks.
- .3 Use Sealmaster Crack Master Parking Lot Grade to crack fill main cracks. Crack fill not needed.
- .4 Apply 2 separate coats of Polymer Modified Masterseal.
- .5 Water add-ins cannot exceed manufacturing specifications.
- .6 Approved silica sand shall be added to the sealer at the rate of 3lbs./gal to enhance skid resistance and coating durability.
- .7 Sealcoat to include a minimum of 2% enhanced latex sealer.
- .8 Parking lot must be kept barricaded for a minimum of 24 hours weather dependent and coat dependent.

**Bus Garage 2" Asphalt Overlay: 15,412sq.ft. (Orange & Red Area)**

- .1 Mill 9,155sq.ft. in front of the bus garage to an average depth of 2" to help obtain proper water flow. Haul Millings to a different location at the high school. (Orange Area)
- .2 Clean existing pavement of all dirt and debris, using power cleaner.
- .3 Install scratch layer to bring asphalt areas to proper height.
- .4 Tack-coat with SS-1 liquid to assure proper bond, using power distributor.
- .5 Install 15,412sq. ft of #448-1 Hot Mix asphalt compacted to 2". (187T) (Red Area)

**Board Office Full Depth Asphalt Installation: 9,943sq.ft. (Purple & Blue Area)**

- .1 Excavate 1,172sq. ft of concrete and other debris at an average depth of 10". Haul debris off site. (Blue Area)
- .2 Install 1,172sq.ft. of premium #304 limestone at a depth of 6" and compact. (42T) (Blue Area)
- .3 Grade 9,943 sq. ft of stone removing 2" of material.
- .4 Install #301 Intermediate hot mix asphalt compacted to 2.5". (152T) (Purple Area)
- .5 Install #448-1 Hot Mix asphalt compacted to 1.5". (92T) (Purple Area)

**Sealcoat/Clean/Crack fill: 93,260sq.ft. (Yellow Areas)**

- .1 Clean existing pavement of all dirt and debris using power cleaner.
- .2 Remove weeds from cracks.
- .3 Use Sealmaster Crack Master Parking Lot Grade to crack fill main cracks. Crack fill not needed.
- .4 4. Apply 2 separate coats of Polymer Modified Masterseal.
- .5 Water add-ins cannot exceed manufacture specifications.
- .6 Approved silica sand shall be added to the sealer at the rate of 3lbs./gal to enhance skid resistance and coating durability.
- .7 Sealcoat to include a minimum of 2% enhanced latex sealer.
- .8 Parking lot must be kept barricaded for a minimum of 24 hours weather dependent and coat dependent.

**Any necessary excavation and removal of all debris from all premises**

**1.1.2 Project Budget.** The total budget for the project is anticipated to be \$775,000.

**1.1.3 Prevailing Wage.** The District does not anticipate utilizing federal funds on this project and Davis-Bacon prevailing wage rates do not apply.

**1.1.4 Anticipated Project Schedule.** Preliminary services, if any, will begin upon execution of the Agreement. Work is anticipated to commence on June 1, 2025. It is anticipated that the Date of Substantial Completion will be July 15, 2025.

**1.2 Request for Proposal Materials.**

**1.2.1** The following materials have been distributed with this Request for Proposal, all of which are considered Contract Documents:

- .1 This Request for Proposal, with Attachments
- .2 Proposal Form
- .3 Contractor’s Pricing Proposal
- .4 Form of Agreement
- .5 Contract Bond
- .6 Sales and Use Tax Construction Contract Exemption Certificate
- .7 Contractor’s Personal Property Tax Affidavit

**Article 2 — Proposal Submission and Selection Process**

**2.1 Preparation of Proposal**

**2.1.1** The Proposal will include a completed Proposal Form (in the form furnished with the Contract Documents), a Pricing Proposal (in the form furnished by the Proposer), additional materials prepared by the Proposer containing information related to the Evaluation Criteria set forth in Section 2.3.3 of this Request for Proposal (limited to 20 pages), a Contract Bond in the form provided (with the cost included on the Proposal Form), and any proposed modifications to the Agreement (as set forth in Section 2.4.2.1 of this Request for Proposal).

**2.1.2** Proposer shall base its pricing on the Scope of Work provided in the Contract Documents.

**2.1.3** Complete all blank spaces on the Proposal Form in ink or typewritten, in words and figures, and in figures only where no space is provided for words, and sign the form. In the case of a discrepancy between the numbers and words written, the Owner reserves the right to consult with the Proposer and determine the correct amount.

**2.1.4** Submit one complete Proposal to the Owner in hard copy of the Proposal prior to the Response Deadline.

**2.1.4.1** The original Proposal shall be enclosed in a sealed envelope with the Proposer's name and title of Project printed in the upper left hand corner and addressed to:

**Oak Hill Union Local School District  
Attn: Rhonda Harrison, Treasurer/CFO  
205 Western Avenue  
Oak Hill, Ohio 45656**

**2.1.4.2** Questions and concerns must be addressed at the on-site pre-bid meeting on **April 29, 2025 at 1:00 pm** located at the Oak Hill Middle/High School, 5063 State Route 93, Oak Hill, OH 45656.

**2.2 Opening of Proposal.** Proposal will be accepted until the Response Deadline. Each Proposer is responsible for ensuring that its Proposal is received by the Owner in accordance with this Request for Proposal by the Response Deadline. The Owner reserves the right to accept a Proposal after the Response Deadline in its sole discretion.

## 2.3 Evaluation of Proposal.

**2.3.1 Standard of Award.** The Owner intends to award the Contract for the Work to the Proposer Submitting the Proposal determined to be in the Owner's best interest (the "Selected Proposer"), with price being considered, but not being the determining factor. The Owner reserves the right to negotiate pricing for the Work with the Selected Proposer.

**2.3.2 Clarification of Proposal.** The Owner reserves the right to discuss the contents of the Proposal with the Proposer and request additional information from the Proposer.

**2.3.3 Evaluation Criteria.** The Owner, in its sole discretion, will evaluate the Proposers and Proposal to determine which Proposal is in the Owner's best interest. In making such determination, the Owner may consider the following criteria, and any such other criteria as it determines proper:

### 2.3.3.1 Proposer's work history.

.1 Proposer should have a record of consistent customer satisfaction and of consistent completion of projects, including projects that are comparable to or larger and more complex than Owner's Project, on time and in accordance with the respective contract documents. If Proposer's management (i.e., president, chairman of the board, or any director) operates or has operated another construction company, Owner may consider the work history of that company in determining Proposer's qualifications and experience.

.2 Owner may consider Proposer's prior experience on other projects for Owner, including Proposer's demonstrated ability to complete its work on these projects in accordance with the Contract Documents and on time and its ability to work with Owner.

.3 Proposer authorizes Owner and its representatives to contact the owners and design professionals on projects on which Proposer has worked, and authorizes and requests such owners and design professionals to provide Owner with a candid evaluation of Proposer's performance. By submitting its Proposal, Proposer agrees that if it or any person at its urging, directly or indirectly, brings an action against any of such owners or design professionals or their employees as a result of or related to such evaluation and such action is not successful, Proposer will reimburse such owners, design professionals and/or their employees for all legal fees and expenses incurred by them that are related to such legal action, including the cost of collection. This obligation is expressly intended for the benefit of such owners, design professionals, and their employees.

**2.3.3.2** Proposer's resources, including but not limited to the financial ability to complete the Contract successfully and on time and the experience, adequacy, and numbers of Proposer's work force.

**2.3.3.3** Proposer's compliance with federal, state, and local laws, rules, and regulations, including but not limited to the Occupational Safety and Health Act.

**2.3.3.4** The foregoing information with respect to any of the subcontractors that Proposer intends to use on the Project.

**2.3.3.5** Proposer's participation in a drug-free workplace program through the Ohio Bureau of Workers Compensation or a program approved by the Bureau of Workers Compensation.

**2.3.3.6** Other essential factors, as determined by the Owner.

**2.3.4** Upon request of the Owner, the Proposer will complete and submit to Owner, within three (3) days of the request, the following documents:

**2.3.4.1** The list of all proposed subcontractors, suppliers, and manufacturers.

**2.3.4.2** A proposed schedule for the Work.

**2.3.5** After approval by Owner of the list of proposed subcontractors, suppliers, and manufacturers submitted by the successful Proposer, the list may not be changed unless written approval of the change is authorized by Owner. Failure to timely submit requested information may result in the determination that Proposer's Proposal is not in the best interest of the Owner.

**2.3.6** By submitting its Proposal, the Proposer agrees that Owner's determination of which Proposal is in the best interest of Owner will be final and conclusive, and that if the Proposer, or any person at Proposer's urging, directly or indirectly challenges such determination in any legal proceeding and such challenge is not successful, Proposer will reimburse Owner for all legal fees and expenses incurred by Owner that are related to such challenge, including the cost of collection.

## **2.4 Negotiation of Contract.**

**2.4.1** The Owner may negotiate a contract with the Selected Proposer.

**2.4.2** A copy of the Agreement and associated Contract Documents that will be used for the Project is included with this Request for Proposal.

**2.4.2.1** If the Proposer would like to propose any modifications to the Agreement provided with this Request for Proposal, the Proposer must submit with its Proposal its proposed modification language as part of its completed Proposal with specificity (identifying paragraph numbers and language changes) on a separate page titled "Proposed Modifications to the Agreement." Proposed modifications submitted after the Response Deadline will not be considered by the Owner. Any proposed modifications may be taken into account in determining whether the Proposal is in the best interest of the Owner. The Owner will determine, in its sole discretion, whether any proposed modifications to the Agreement will be accepted.

**2.4.3** If for any reason the Owner and Selected Proposer are unable to negotiate and execute the Agreement, the Owner may suspend negotiations with the Selected Proposer and initiate negotiations with the next Proposer determined to be in the Owner's best interest, and so on, until the contract is fully executed, or the Owner rejects all Proposal.

## **Article 3 — Additional Instructions**

### **3.1 Questions**

**3.1.1** Questions and concerns must be addressed at the on-site pre-bid meeting on **April 29, 2025 at 1:00 pm** located at the Oak Hill Middle/High School, 5063 State Route 93, Oak Hill, OH 45656.

**3.1.2** The Owner may also email other Project-related information to the individuals and firms that were provided with a copy of the Request for Proposal.

**3.1.3** Addenda.

**3.1.3.1** Should any question prompt the Owner to amend the Request for Proposal, a notice will be sent to all individuals and firms that were provided with a copy of the Request for Proposal. Addenda will be deemed to have been validly given if emailed or otherwise furnished to each Proposer's contact person of record.

**3.1.3.2** When an Addendum to this Request for Proposal is necessary less than three days before the Proposal deadline, the Owner may extend the Proposal deadline through an announcement via email. The Owner will make reasonable attempts to contact all necessary individuals.

### **3.2 Proposal Certifications**

**3.2.1** By submitting a Proposal, the Proposer certifies to the Owner that:

**3.2.1.1** the Proposer has carefully reviewed the Project site and Contract Documents to become familiar with the requirements for the Work and has included all costs necessary to provide labor and materials for the Work in its Proposal, including incidentals, whether or not specifically called for in the Contract Documents and to become familiar with the limitations and conditions related to the Work covered by the Proposal and has included in the Proposal a sum to cover the cost of such items;

**3.2.1.2** the Proposer is not the subject of an unresolved finding for recovery issued by the Auditor of State under ORC Section 9.24;

**3.2.1.3** the Proposer is not debarred under ORC Section 153.02;

**3.2.1.4** the Proposer has not been found by a court to be in default of a judgment or breach of settlement agreement; and

**3.2.1.5** the Proposer has not violated ORC Section 3517.102 by exceeding allowable campaign contributions.

### **3.3 Cancellation and Rejection; Waiver of Minor Irregularities**

**3.3.1** The Owner may reject all Proposal and cancel all or any portion of this solicitation at any time for any reason. The Owner will have no liability to any Proposer arising out of any cancellation of this solicitation or rejection of any related submission.

**3.3.2** The Owner shall reject a Proposal if the Owner determines that:

**3.3.2.1** the Contract cannot be awarded under ORC Section 9.24 because the recommended Proposer has a finding for recovery issued by the Auditor of State, and the finding for recovery is unresolved;

**3.3.2.2** the recommended Proposer is debarred under ORC Section 153.02;

**3.3.2.3** the recommended Proposer has violated ORC Section 3517.102 by exceeding allowable campaign contributions; or

**3.3.2.4** the Owner has determined that the Proposer intended to engage in collusion with intent to defraud or other illegal practices.

**3.3.3** The Owner may waive minor irregularities in its sole discretion.

**3.4 Proposal Revision.** The Owner may request a Proposer submit a revised Proposal to clarify any questions which may arise while evaluating the Proposal. If the Owner requests a clarification of any Proposal, the Proposer must submit the clarification in writing to the Owner within 3 business days.

**3.5 Proposal Withdrawal.** If the Selected Proposer withdraws its proposal after selection, the Owner may award the Contract to the firm next determined to be in the Owner's best interest.

**3.6 Applicable Law and Forum.** The rights of any Proposer or any party to a subsequent Agreement shall be governed by Ohio law, and only the Court of Common Pleas of the County in which the Project is located shall have jurisdiction over any action or proceeding related to the Proposal or any subsequent Agreement. The Proposer irrevocably consents to that jurisdiction.

**3.7 Public Records.** Pursuant to ORC Section 9.28, documents submitted to the Owner in response to this Request for Proposal will not be available for public inspection under ORC Section 149.43 until after the Owner either enters into a contract for the Work or cancels this Request for Proposals.