

Propel Schools
3447 E. Carson St.
Suite 200
Pittsburgh, PA 15203

BID NUMBER 1920-02

Montour Entrance Buildout

Propel Schools-Braddock Hills ("Propel" or "Propel Schools") is requesting sealed bids for the services listed herein for the Entrance Buildout. Bid considerations must be received no later than May 15, 2019 at 10:00am and may be mailed or hand delivered to the address above to the attention of Richard Snyder. Bid Packages will be opened at 10:30 am on the same day. Please have the bid number on the outside of the sealed package.

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1. All bid packages shall be received in sealed envelopes and addressed to Propel Charter Schools at 3447 E. Carson St. Pittsburgh, PA 15203. **Please show the bid inquiry number on the outside of the envelope** to the attention of **Richard Snyder**.
 2. The Bidder is responsible for ensuring that the Bid documents are received prior to 10:00AM on the date of the Bid Opening.
 3. TWO copies of this inquiry are to be filled out, signed and returned to Propel Schools at the address listed above.
 4. Bids shall be submitted on this inquiry form which must be signed by a duly authorized agent or officer of the Company making the bid. Absence of original signature of person duly authorized to sign for the Company submitting this bid document will automatically leave this bid null and void.
 5. Prices quoted must include all costs for delivery or requested construction services including any and all installation, support, labor and engineering costs.
 6. All bids shall be effective for a period of 60 days from the opening date of this bid, and no bid may be withdrawn prior thereto.
 7. Propel Schools reserves the right to reject any or all bids, and to accept or reject any item or group of items, for which bid is submitted. Additionally, Propel Schools reserves the right to reject any and all bids furnished which in their opinion, do not conform to the requirements of the specifications.
 8. Propel Schools seeks to create opportunities for MBE/WBE/DBE firms. Bidders are required to complete the MBE/WBE participation form indicating how they will help Propel to meet this goal.
 9. Propel Schools is a public school entity and is PA sales tax exempt.
 10. Upon identification of the successful bidder, that company will be notified in writing on or before May 15, 2019. The awarding of this bid, will commit the respondent to their quoted pricing.
 11. PA Prevailing Wage Applies to this Project.

We, the undersigned, hereby propose and agree to furnish to Propel Schools any or all of the items that we have priced, at the prices set opposite each item in the foregoing list. This proposal is subject to all terms of the specifications, bid conditions and instructions herein, and we hereby agree to furnish such item or items as may be awarded to us. This bid document is null and void without an original signature of a person properly authorized to sign for the company submitting the bid.

Company Name: _____

Signature: _____

Original Signature Required

Printed Name: _____

Telephone No: _____

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MBE/WBE/DBE Participation Form

Describe how awarding business to your firm would help Propel meet its goal of creating opportunity for minority, women, and disadvantaged business enterprises:

Fill in all that apply

Approximate MBE Percentage of Project: _____

Approximate WBE Percentage of Project: _____

Approximate DBE Percentage of Project: _____

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WORK TO BE PERFORMED AT:

**PROPEL SCHOOLS MONTOUR
5501 STEUBENVILLE PIKE
MCKEES ROCKS, PA 15136**

SITE VISITS WILL BE ON THE FOLLOWING DATES:

May 1, 2019
May 8, 2019

ALL VISITS TO START AT 3:00 PM.

IT IS MANDATORY THAT ALL BIDDERS ATTEND AT LEAST ONE SITE VISIT.

ALL FINAL QUESTIONS WILL BE DUE ON MAY 10, 2019. ANSWERS WILL BE ISSUED BY MAY 14, 2019.

Two signed copies shall be returned in sealed envelopes to Propel Schools at 3447 E. Carson St., Pittsburgh, PA 15203. Please mark to the attention of **Richard Snyder**. Originals must be included.

Any questions regarding bid should be directed to:

Richard Snyder
Propel Schools
3447 E. Carson St.
Suite 200
Pittsburgh, PA 15203
412-325-7305 x1150
rsnyder@propelschools.org

We, the undersigned, hereby propose and agree to furnish to Propel Schools any or all of the items that we have priced, at the prices set opposite each item in the foregoing list. This proposal is subject to all terms of the specifications, bid conditions and instructions herein, and we hereby agree to furnish such item or items as may be awarded to us. This bid document is null and void without an original signature of a person properly authorized to sign for the company submitting the bid.

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SCOPE

Scope and Drawings for bidding purposes will be available electronically by emailing rsnyder@propelschools.org.

This bid is for General Contracting on the Project. Electrical and Data to be done by others.

Work may start in the building on June 17, 2019. Procurement of building materials and supplies may/should begin before access to the school building is available to ensure timely completion of the project. All goods and furnished items must be procured in a timely manner to allow for a completion date of July 26, 2019.

Additional Bid Considerations:

1. Contract Conditions/Items:

- A. AIA A101-2007 Standard Form of Agreement between Owner and Contractor will be used as the official contract of record or other Contractor agreement approved by Owner.
- B. No contract language should be included or contained in the formal contract document
 - a. that refers to any issues, provisions or additional items not detailed within this bid.
 - b. that would replace or make invalid any statement or condition outlined within this bid document.
- C. Upon award of the bid to the successful party, it will be that party's immediate responsibility to produce required PA State Police background/criminal check, ACT 33/34 Clearances and PA Child Abuse History Clearance (ACT 151) for any employee who will be on-site within the school facility. Copies should be delivered to Bryan Matrazzo prior to service start date.

2. Contract Modification:

If during the course of the contract, changes in economy, fuel, or other contributing factors require the need for cost adjustments, the selected contractor will not pass the increase on to Propel Charter Schools. No changes will be accepted upon commencement of agreement.

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3. All Bidders shall purchase a complete set of documents and shall be responsible for work under their Contracts irrespective of what discipline the work is shown under. All bidders are responsible for the cooperation with other Contractors.
4. Changes Orders:
 - A. All change orders must be approved by Richard Snyder. Change orders will be limited to unforeseen conditions, potential savings measures and/or any requested and approved by Propel Schools.
5. It is the respondent's duty to ensure that any and all sub-contractors utilized by the awarded, adhere to all the conditions within this bid.
6. The contractor will agree to adhere to the Propel Charter School's Code of Conduct while on school premises.
7. Price to include all on-site monitoring.
8. Contractor are required to provide a "Bid Bond" in the amount of 10%.
9. Contractors are required to provide and a "Performance Bond" in the amount of One Hundred Percent (100%) of the Contract Sum prior to signing a construction contract. Bidders must submit a letter with their bid certifying that they are bondable for this project. Contractor bids will be submitted under the condition of irrevocability for a period of thirty (30) days after bid opening.
10. Substantial Completion of this project shall not be later than **July 26, 2019**.
11. Contractor shall maintain throughout the term of the executed agreement, adequate general liability insurance, providing coverage against liability for bodily injury, death, and property damage that may arise as a result of any act, or omission of their employees or sub-contractors. Proof of coverage is to be submitted prior to the commencement of the agreement between Propel Charter Schools and the awarded.

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Insurance Requirements

Propel Charter Schools requires the successful bidder to present a Certificate of Liability Insurance to the Operations Department prior to the work beginning. Propel Schools Hazelwood shall be listed as additional insured on the certificate with the following minimum insurance requirements:

General Liability	\$1,000,000.00/\$2,000,000.00 per occurrence
Auto	\$1,000,000.00 per occurrence
Umbrella	\$5,000,000.00

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Pricing

Bidder will complete the work and/or furnish goods as specified for the following price(s).

Lump Sum Bid Price \$ _____

Printed Amount Above _____

This page intentionally left blank from this point.

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Company Name: _____

Signature: _____

Original Signature Required

Printed Name: _____

Telephone No: _____

CERTIFICATION OF BIDDER

PROJECT: Entrance Buildout

ADDRESS: 5501 Steubenville Pike, McKees Rocks, PA 15136

OWNER: Propel Charter School – Montour

The undersigned hereby certifies that he/she and/or his/her authorized representative has thoroughly reviewed and evaluated the Contract Documents including all drawings and specifications to determine whether he/she needs clarification of the Contract Documents or additional interpretation of the intent of the Contract Documents to determine the bid and that he/she has requested any needed clarification prior to submitting the bid; that he/she has visited the job site and that he/she fully understands the scope of work and the conditions affecting the work; and that he/she has taken field measurements and fully understands the nature of the Project and the quantities of labor and materials that are required.

Additionally, he/she certifies that he/she understands the scope of the required work and that his/her price includes all of the labor and materials required to complete the Project as contemplated by the Construction Documents.

NAME OF BIDDER _____

STREET ADDRESS _____

CITY, STATE _____ ZIP _____

AUTHORIZED SIGNATURE _____

DATE _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____ as Principal, and _____ as Surety, are held and firmly bound unto Propel Charter School – Montour, hereinafter called (“Propel”), in the penal sum of _____ Dollars, for the payment of which, well and truly be made, we hereby bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed this ____ day of _____, 2019.

The Condition of the above obligation is such that whereas the Principal has submitted to Propel a certain Bid, attached hereto and hereby made apart hereof to enter into a Contract in writing for the Interior Renovations to the Propel Montour School.

NOW, THEREFORE, (a) if said bid shall be rejected, or in the alternate, (b) if said Bid shall be accepted and the Principal shall execute and deliver a Contract in the form of the Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his/her faithful performance of said Contract and for the connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid, then this obligation shall be void, otherwise the same shall remain in for 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 Surety, for value received, hereby stipulated and agrees that the obligations of said Surety and its bonds shall be in no way impaired or affected by any extension of time within which Propel may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and to be signed by their proper officers, the day and year first set forth above.

In presence of:

(Principal)

By: _____

(Surety Company)

(By)

By: _____

NOTICE: SURETY COMPANIES EXECUTING BONDS MUST APPEAR ON THE DEPARTMENT OF TREASURY’S CIRCULAR 570, LATEST REVISION, AND BE AUTHORIZED TO TRANSACT BUSINESS IN PENNSYLVANIA.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS THAT, _____, Principal, and the _____, a corporation incorporated under the laws of the State/Commonwealth of _____, Surety, are held and firmly bound unto Propel Charter School - Montour, in the full and just sum of _____ Dollars (\$_____) lawful money to the United States, for the payment of which sum well and truly to be made, said principal and said surety do bind themselves, their respective successors and assigns, jointly, securely, and firmly by these presents.

WHEREAS, said PRINCIPAL did on _____ enter into a Contract with said Owner for Interior Renovation to the Propel Montour School.

NOW THAT THE CONDITION OF THIS OBLIGATION IS SUCH that the above principal shall well and faithfully do and perform the work provided for such Contract under the terms and conditions thereof, and shall well and faithfully do and perform each and everything provided for therein, then this obligation to be void, otherwise to be and remain in full force and virtue.

It is hereby further stipulated and agreed that the obligation of the said Principal and Surety on this Bond shall no way be affected by any changes, extensions, and alterations, deductions or additions in or to the terms of the said Contract or in or to the plans and specifications accompanying the said Contract, or by any extension of time of the completion of the work or by any change or changes in or the terms of payment and no notice to or consent of the Surety shall be required in any of said matters.

IN WITNESS WHEREOF, the said Principal and said Surety, have executed this Bond, under Seal and duly delivered the same, as of the _____ day of _____ A.D., 2019.

WITNESS – SEAL

CONTRACTOR

SECRETARY

PRESIDENT

WITNESS – SEAL

SURETY COMPANY

ATTORNEY-IN-FACT

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS THAT WE, the undersigned _____, as PRINCIPAL, and _____, a corporation organized and existing under the laws of the State/Commonwealth of _____, as SURETY, are held firmly unto Propel Charter School - Montour in the full and just sum of _____ DOLLARS (\$ _____), lawful money of the United States of America, for which payment well and truly be made and done, we the above-said Principal and Surety do bind ourselves, our heirs, executors, administrators, and successors, joint and severally, firmly by these presents.

Sealed with our respective Seals and dated this ____ day of _____, 2019.

WHEREAS, the above bounded Principal entered into a Contract with Propel Charter School - Montour dated this _____ day of _____, 2019, for the Project known as Interior Renovations to the Propel Montour School, upon certain terms and conditions mentioned in the said Contract, a copy of which is hereto attached, and made apart of hereof; and

WHEREAS, IT IS ONE OF THE CONDITIONS of said Contract that these presents be executed on or before the final acceptance of the Principal work to be performed under said Contract.

NOW, THEREFORE, the condition of this obligation is such that if the above bounded Principal shall remedy without cost to Propel Charter School - Montour any defect which may develop during a period of one (1) year from the date of completion and acceptance of the work performed under said Contract, provided such defects, in the judgment of _____ or its successor having jurisdiction in the premises, are caused by defective or inferior materials or workmanship, then this objection shall be void, otherwise, it shall be and remain in full force and effect.

IN WITNESS WHEREOF, the said Principal and Surety have duly executed this Bond under Seal the day and year first above written.

CORPORATE SEAL

PRINCIPAL-CORPORATION

ATTEST:

PRESIDENT

WITNESS SURETY COMPANY

ATTORNEY-IN-FACT

WITNESS:

PRINCIPAL-PARTNERSHIP

WITNESS SURETY COMPANY

ATTORNEY-IN-FACT

NOTICE: Surety companies executing bonds must appear on the Department of Treasury's Circular 570, latest revision, and be authorized to transact business in Pennsylvania.

LABOR AND MATERIALSMEN'S BOND

KNOW ALL MEN BY THESE PRESENTS THAT _____, Principal, and the _____, a corporation, incorporated under the laws of _____ Surety, are held and firmly bound unto Propel Charter School - Montour (Owner) in the full and just sum of _____ DOLLARS (\$_____) lawful money of the United States, for which payment well and truly to be made, said Principal and said Surety do bind themselves, their heirs, executors, administrators, and their respective successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal did on _____ enter into a Contract with said Owner for: Interior Renovations to the Propel Montour School.

WHEREAS, the Owner required an additional bond in connection with the awarding of the herein mentioned Contract conditioned for the prompt payment of all materials furnished and labor supplied or performed in the prosecution of the Work.

NOW, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounded Principal shall and will promptly pay any and every person, co-partnership, association or corporation, whether as subcontractor or otherwise who has furnished material or supplied or performed labor in the prosecution of the work contracted for, whether or not the said material or labor enter into and become component parts of the work or improvement contemplated, then this obligation is to be void or otherwise to be and remain in full force and virtue.

It is hereby further stipulated and agreed that the obligation of the said Principal and Surety on this Bond shall in no way be affected by any changes, extensions, alterations, deductions, or additions in or to the terms of the said Contract, or in or to addition, in or to the plans and specifications accompanying the said Contract, or by any extensions of the time to completion of the work, or by any change or changes in or of the terms of payment and no notice to or consent of surety shall be required in any of the said matters.

The Principal and Surety hereby jointly and severally agree with and oblige herein that every person, co-partnership, association, or corporation, who, whether as sub-contractor or otherwise, has furnished materials or supplies or performed labor in the prosecution of the Work as above provided and who has not been paid thereof, may sue in assumption on this Bond in the name of the aforementioned oblige, for his, her, their, or its use, prosecute the same to final judgment for such sum or sums as may be justly due, and have execution thereon.

Recovery by any person, co-partnership, association or corporation hereunder shall be subject to the provision of the Act of the General Assembly No. 294, as approved June 22, 1931, to the same extent as if said provisions have been fully incorporated in this Bond.

IN WITNESS WHEREOF, the said Principal and said Surety have duly executed this Bond, under seal, and duly delivered the same as of the ____ day of _____, A.D., 2019.

CONTRACTOR

WITNESS -SEAL

PRESIDENT

SURETY COMPANY

WITNESS -SEAL

ATTORNEY-IN-FACT

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NO LIEN AGREEMENT

Propel Charter School - Montour

Interior Renovations to the Propel Montour School

Address – 5501 Steubenville Pike, McKees Rocks, PA 15136

THIS AGREEMENT, made and entered into this _____ day of _____, 2019, by and between Propel Charter School - Montour, hereinafter as Owner or Propel Schools, and _____, hereinafter designated as Contractor.

WITNESSETH:

That by a certain contract, of even date herewith, the Contractor, in consideration of the covenants to be performed and payments to be made by or on account of the Owner, did covenant and agree to furnish all labor and materials and perform all work necessary to complete in the most substantial manner and to the satisfaction and acceptance of the Owner.

NOW, THEREFORE, the Contractor, in consideration of the sum of One (\$1.00) Dollar and of the covenants and provisions in said Contract contained, does hereby covenant, stipulate and agree, and it is also covenanted, stipulated and agreed in the above recited contract as follows:

The Contractor will not at any time suffer or permit any mechanics' lien, or any other lien, attachment or other encumbrance, under any law, regulations or orders, Federal, State or local, or otherwise, by any person or persons, whomsoever, to be put or remain on the building or premises, into or upon which any work is done or labor or materials are furnished under the Contract, for such work, labor or material or by reason of any other claim or demand against the Contractor, and the Contractor will not put any materials on said building to which the Contractor has not obtained absolute title, and the Contractor agrees further, that any mechanics' or other lien, attachment, or other encumbrance or claim of a third party, however, arising (whether through the Contractor's or Propel Schools or any other person's action or inaction and whether valid or invalid) until it is removed shall preclude any and all claim or demand for any payment whatsoever under or by virtue of this Contract, and in the event the same is not removed Propel Schools at its discretion may remove the same at the expense (including legal fees) of the Contractor, and without regard to the validity or invalidity thereof.

The Contractor expressly agrees further, that no lien shall be attached to the real estate, buildings or structures or any other improvements of Propel Schools either on behalf of the Contractor herein or on behalf if any subcontractor, mechanic, journeyman, laborer, materialman, or person performing labor upon or furnishing materials or machinery or other equipment or other property for such improvements or premises of said Propel Schools, or on behalf of any other person. Neither the Contractor nor any other person supplying any materials, equipment, machinery or other property, or performing work or labor in or upon the building or

the work included in this Contract shall have the right to file a mechanics' lien or claim or any other lien or claim of any nature whatsoever against the building or premises. Should Propel Schools request it, Contractor agrees to execute any supplemental stipulation or other agreement deemed by Propel Schools desirable or necessary for the purpose of making the no lien provision of this Contract a matter of record, or Propel Schools, at the option of Propel Schools, may file this Contract or a counterpart or executed copy thereof.

IN WITNESS WHEREOF, the parties of these presents have hereunto set their hands and seals, the day and year first written.

ATTEST:

Witness

Contractor

ATTEST:

PROPEL CHARTER SCHOOL-MONTOUR

Witness

MECHANIC'S LIEN AFFIDAVIT

State/Commonwealth of _____

County of _____

“To All Whom It May Concern”:

Whereas, we the undersigned, _____ (Contractor), have entered into a construction contract dated _____ pursuant to which **Propel Charter School - Montour** agreed to pay a certain sum of money and _____ (Contractor) agreed to render services as a contractor for construction of Project known as Interior Renovations to the Propel Montour School located at 5501 Steubenville Pike, McKees Rocks, PA 15136

NOW, THEREFORE, KNOW YE:

That we the undersigned for and in the consideration of 100% of the contract price as shown in the Contract Documents and other goods and valuable considerations, receipt of which is hereby acknowledged, do hereby waive and release any and all lien or claim or right to lien on the above described Project in full, arising under and by virtue of the general labor and mechanic lien laws of Pennsylvania, on account of labor or materials or both furnished said Propel Schools.

It is also understood and agreed that Contractor shall, to the fullest extent permitted by law, hold harmless, and defend Owner, their agents and employees from and against any and all claims, damages, lawsuits, losses and expenses, including but not limited to attorneys fees, arising or resulting from the performance of the work, or the supplying or use of materials, by any parties.

If the Owner, in good faith, notifies Contractor of any such claim, damage, lawsuit, loss, expense or other such injury and demands indemnification or defense from the Contract and if the Contractor refuses to assume its obligation, the Contractor agrees to pay the Owner reasonable attorneys fees, court costs and other legal expenses incurred by Owner in enforcing this paragraph.

Given under our hands and seals this _____ day of _____, 2019.

(typed authorized name)

(Contractor)

By: _____
(Authorized Signature)

Title: _____

NON-COLLUSION AFFIDAVIT
Contract/Bid No. 1920-05
Interior Renovations to the Propel Montour School

Commonwealth of Pennsylvania :
: **ss**
County of Allegheny :

I state that I am _____(Title) of _____(Name of my Firm) and that am authorized to make this affidavit on behalf of my firm, and its owners, directors and officers. I am the person responsible for the price(s) and the amount of this bid.

I state that:

1. The price(s) and amount of this bid have been arrived at independently and without construction, communication or agreement with any other contractor, bidder or potential bidder.
2. Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.
3. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this Contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
5. _____(Name of my Firm), its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four (4) years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follow:

I state that _____(Name of my Firm) understands and acknowledges that the above representations are material and important, and will be relied on by Propel Charter School - Montour in awarding the contract(s) for which this bid is submitted.

I understand and my Firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from Propel Charter School - Montour of the true facts relating to the submission of bids for this Contract.

_____ Signature (Name and Company Position)

SWORN TO AND SUBSCRIBED BEFORE ME THIS

_____ DAY OF _____, 2019

_____ My Commission Expires _____
Notary Public