

**Propel Charter Schools**

3447 East Carson Street  
Suite 200  
Pittsburgh, PA 15203

Bid Number 2223-01  
Asphalt Resurfacing

**Propel Schools is requesting sealed bids for Asphalt Resurfacing and Seal work at our Propel Braddock Hills School and Asphalt Resurfacing at our Propel McKeesport School locations. Bid considerations must be received no later than Thursday, March 24, 2022 at 10:00 a.m. Bid packets may be mailed or hand delivered to the South Side Administration Offices (address above.) Bids will be opened and reviewed the same day.**

- 
1. All bids are to be returned in sealed envelopes and addressed to Propel Charter Schools attention **Bryan Matrazzo**. Please show the bid inquiry number on the outside of the envelope.
  2. The Bidder is responsible for ensuring that the Bid document is received prior to 10:00 a.m. on the date of the Bid Opening.
  3. Two copies of this inquiry are to be filled out, signed and returned to Propel Schools Administration Offices at the address listed above.
  4. Bids shall be submitted on this inquiry form which must be signed by an 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. The Bid price quoted must include all costs for materials, labor, equipment, support and engineering costs.
  6. All bids shall be effective for a period of sixty days (60) from the opening date of this bid, and no bid may be withdrawn prior thereto.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 for which a 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. Pennsylvania 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: \_\_\_\_\_

**Propel Charter Schools**

3447 East Carson Street

Suite 200

Pittsburgh, PA 15203

Bid Number 2223-01

Asphalt Resurfacing

**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: \_\_\_\_\_

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: \_\_\_\_\_

## **Propel Charter Schools**

3447 East Carson Street

Suite 200

Pittsburgh, PA 15203

Bid Number 2223-01

Asphalt Resurfacing

### **SCOPE OF SERVICES**

#### **Braddock Hills School**

Prepare old asphalt to receive a new topcoat. The first lot is on the side of the elementary school, approximately 40,000 square feet. The second area is the driveway in the rear of the schools, and is approximately 13,680 square feet. The third area is the lot behind the middle school where the loading docks are located, and is approximately 6,375 square feet. Contractors are responsible for their own field measuring, and must provide exact square footage in the bid. Specifications include all labor, supervision, equipment, tools, materials, transportation, and means of construction necessary to perform the excavation, rough grading, finish grading, and installing the bituminous paving.

Lump sum pricing shall also include sealing and line stripping the front parking lot of all three schools as part of the Braddock Hills project. Approximately 155,000 square feet.

#### **McKeesport School**

Prepare old asphalt to receive a new topcoat in the lot adjacent to the school on the corner of Soles Street and Versailles Ave, approximately 13,365 square feet. Contractors are responsible for their own field measuring, and must provide exact square footage in the bid. Specifications include all labor, supervision, equipment, tools, materials, transportation, and means of construction necessary to perform the excavation, rough grading, finish grading, and installing the bituminous paving.

Work for both projects may start on June 21, 2022. Procurement of materials and supplies may/should begin before access to the school parking lot(s) 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 29, 2022.

Specs for these areas are noted below.

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: \_\_\_\_\_

**Propel Charter Schools**

3447 East Carson Street

Suite 200

Pittsburgh, PA 15203

Bid Number 2223-01

Asphalt Resurfacing

The successful contractor shall provide and/or complete the following:

1. Preparation work includes 1 1/2" milling in all areas receiving new asphalt.
2. Repair all severely damaged areas with proper base and depth to receive new asphalt.
3. Clean the entire lot(s) and driveway in preparation for resurfacing.
4. Adjust any manhole rims and drainage covers to allow for positive drainage.
5. Apply binder to allow for proper adhesion.
6. Install wear course of 1.5 inches of bituminous surface course.
7. Roll wearing course.
8. Mill out any entrance areas to assure a smooth transition between new asphalt and existing concrete.
9. Tar all edges where new black top meets asphalt and/or concrete.
10. Seal and line stripe front parking lot of the Braddock Hills schools.
11. Work needs to be completed by July 29, 2022.
12. Record all ground markings / line striping and re-paint once asphalt work is completed.
13. Total project cost
14. Project Time Line

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: \_\_\_\_\_

**Propel Charter Schools**

3447 East Carson Street

Suite 200

Pittsburgh, PA 15203

Bid Number 2223-01

Asphalt Resurfacing

**WORK TO BE PERFORMED AT:**

**PROPEL BRADDOCK HILLS SCHOOL**

**1500 YOST BLVD.**

**BRADDOCK HILLS, PA 15**

**PROPEL MCKEESPORT SCHOOL**

**2412 VERSAILLES AVE**

**MCKEESPORT, PA 15**

**SITE VISITS WILL BE ON THE FOLLOWING DATES:**

**BRADDOCK HILLS SCHOOL**

**March 10<sup>th</sup> and March 16<sup>th</sup>, 2022 AT 9:30 AM**

**MCKEESPORT SCHOOL**

**March 10<sup>th</sup> and March 16<sup>th</sup>, 2022 at 1:00 PM**

**ALL BIDDERS MUST ATTEND AT LEAST ONE SITE VISIT.**

**ALL QUESTIONS MUST BE SUBMITTED BY MARCH 18, 2022. ANSWERS WILL BE ISSUED BY MARCH 22, 2022.**

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: \_\_\_\_\_

**Propel Charter Schools**

3447 East Carson Street

Suite 200

Pittsburgh, PA 15203

Bid Number 2223-01

Asphalt Resurfacing

Two signed copies shall be returned in sealed envelopes to Propel Schools at 3447 East Carson Street, Pittsburgh, PA 15203. Please mark to the attention of **Bryan Matrazzo**. Originals must be included.

Any questions regarding the bid should be directed to:

Bryan Matrazzo  
Propel Schools  
3447 East Carson Street  
Pittsburgh, PA 15203  
412-325-7305 x3470  
bryanmatrazzo@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.

Company Name: \_\_\_\_\_

Signature: \_\_\_\_\_

**Original Signature Required**

Printed Name: \_\_\_\_\_

Telephone No: \_\_\_\_\_

# Propel Charter Schools

3447 East Carson Street

Suite 200

Pittsburgh, PA 15203

Bid Number 2223-01

Asphalt Resurfacing

## Additional Bid Considerations

1. Contract Conditions/Items:

A. Contract shall be prepared by contractor.

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, PA Child Abuse History Clearance (ACT 151), FBI Fingerprint Clearance (ACT 114), and TB Test for any employee who will be on-site within the school facility and copies should be delivered 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.

3. All Bidders shall purchase a complete set of documents and shall be responsible for work under their Prime Contracts irrespective of what discipline the work is shown under. All bidders are responsible for the cooperation with other Prime Contractors.

4. Changes Orders:

A. All change orders must be approved by Bryan Matrazzo, Manager of School Operations.

Change orders will be limited to unforeseen conditions, potential savings measures and/or any requested and approved by Propel Schools.

5. 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

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: \_\_\_\_\_

# Propel Charter Schools

3447 East Carson Street

Suite 200

Pittsburgh, PA 15203

Bid Number 2223-01

Asphalt Resurfacing

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.

6. 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.
7. The contractor will agree to adhere to the Propel Charter School's Code of Conduct while on school premises.
8. Price to include all on-site monitoring.
9. Contractors are required to provide a bid bond in the amount of ten percent (10%) of the bid. The surety must be a Guarantee or Surety Company acceptable to the U. S. Government as published in U.S. Treasury Circular No. 570 and must be licensed to do business in the Commonwealth of Pennsylvania.
10. 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.
11. Completion of this project shall be not later than July 26, 2021.

## 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. Each Propel School should 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

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: \_\_\_\_\_



**Propel Charter Schools**

3447 East Carson Street  
Suite 200  
Pittsburgh, PA 15203

Bid Number 2223-01  
Asphalt Resurfacing

**Pricing**

Bidder will complete the work or furnish goods as specified for the following price(s)  
**(Lump Sum Price)**

**Propel Braddock Hills School Asphalt Resurfacing and Sealing**

**Total Project Cost** \_\_\_\_\_ and \_\_\_\_\_/100 Dollars \$ \_\_\_\_\_

Total square footage \_\_\_\_\_ Square Foot

Estimated Length of Project \_\_\_\_\_ days

**Propel McKeesport School Asphalt Resurfacing**

**Total Project Cost** \_\_\_\_\_ and \_\_\_\_\_/100 Dollars \$ \_\_\_\_\_

Total square footage \_\_\_\_\_ Square Foot

Estimated Length of Project \_\_\_\_\_ days

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: \_\_\_\_\_

## 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 Schools (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: Asphalt Resurfacing to the Propel Braddock Hills and McKeesport 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 obligee, 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., 2022.

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
WITNESS -SEAL

\_\_\_\_\_  
PRESIDENT

\_\_\_\_\_  
SURETY COMPANY

\_\_\_\_\_  
WITNESS -SEAL

\_\_\_\_\_  
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.

**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 Schools 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 \_\_\_\_\_, 2022.

WHEREAS, the above bounded Principal entered into a Contract with Propel Charter Schools dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022, for the Project known as Asphalt Resurfacing to the Propel Braddock Hills and McKeesport School, upon certain terms and conditions mentioned in the said Contract, a copy of which is hereto attached, and made a part 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 Schools 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.

**CERTIFICATION OF BIDDER**

**PROJECT:** Asphalt Resurfacing

**ADDRESS:** Propel Braddock Hills and Propel McKeesport School

**OWNER:** Propel Charter Schools

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 \_\_\_\_\_

**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 Schools, 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 Asphalt Resurfacing to the Propel Braddock Hills and McKeesport 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., 2022.

**WITNESS – SEAL**

**CONTRACTOR**

\_\_\_\_\_

\_\_\_\_\_

**SECRETARY**

**PRESIDENT**

\_\_\_\_\_

\_\_\_\_\_

**WITNESS – SEAL**

**SURETY COMPANY**

\_\_\_\_\_

\_\_\_\_\_

**ATTORNEY-IN-FACT**

\_\_\_\_\_

**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 Schools, 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 \_\_\_\_\_, 2022.

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 Asphalt Resurfacing to the Propel Braddock Hills and McKeesport 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.**



## NO LIEN AGREEMENT

### Propel Charter Schools

### Asphalt Resurfacing to the Braddock Hills and McKeesport School

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between Propel Charter Schools, 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 Dollar (\$1.00) 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 of 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 SCHOOLS

\_\_\_\_\_  
Witness

\_\_\_\_\_

NON-COLLUSION AFFIDAVIT  
Contract/Bid No. 2223-01  
Asphalt Resurfacing

Commonwealth of Pennsylvania :  
County of Allegheny : ss

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 Schools 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 Schools 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 \_\_\_\_\_, 2022

\_\_\_\_\_ My Commission Expires \_\_\_\_\_  
Notary Public