Sealed bids for New and Replacement Concrete

Urban Academy of Greater Pittsburgh 437 Turrett Street Pittsburgh, PA 15206 412.361.1008 ext 215

Date Proposal Opens: Friday, October 24, 2024 @ 12pm

Bid Due Date: Tuesday, November 5, 2024 @ 12pm

Mandatory pre-bid walk-through: By appointment contact Sheila Harris at 412.361.1008 ext 207

Date Issued: Friday, November 8, 2024

Description: This Request for Proposal (also referred to as "bid" within the document) provides contractors with sufficient information to enable them to prepare and submit proposals for consideration by Urban Academy of Greater Pittsburgh, (Owner or Urban) for cleaning services to be provided at <a href="https://linear.org/li

Proposal Procedure:

Contractors shall complete documents as requested throughout this document and submit TWO (2) original copies with original signatures of the complete RFP and the accompanying proposal sheets in a SEALED envelope. The sealed package shall be labeled as follows:

Urban Academy of Greater Pittsburgh Charter School

ATTN: K. CHASE PATTERSON

New & Replacement Concrete Services

Request for Proposal

437 Turrett Street

Pittsburgh, PA 15206

New and Replacement Concrete Request for Proposal

Administrative and Contractual Information

A. Purpose

This Request for Proposal (also referred to as "bid" within the document) provides contractors with sufficient information to enable them to prepare and submit proposals for consideration by Urban Academy of Greater Pittsburgh Charter School, (Owner or Urban) for New and Replacement Concrete services to be provided at 123 Meadow Street, Pittsburgh, PA 15206 between Friday, November 8, 2024 and Friday, November 22, 2024.

B. Issuing Office

This request for proposals is issued by Urban. The sole point of contact with Urban for any questions concerning the General Specifications, the bidding process or the Instructions to Bidders is K. Chase Patterson, CEO at 412-361-1008 x207 or via email at kcpattersonl@urbanacademypgh.org.

C. Response Date

Proposals to be considered must be received no later than 12:00 pm on Tuesday, November 5, 2024 by Urban Academy. It is the responsibility of the bidder to assure that the completed proposal has been received by Urban by the date and time specified herein at which time they will be opened.

D. Scope

The specifications for this solicitation for proposals contains Administrative and Contractual Information, Notice to Bidders for Submission of Proposals, General Conditions for the Execution and Performance of the Contract, Specifications for Concrete Services, Statement of Bidder's Qualifications, and a Proposal Form for New & Replacement Concrete Services. A site inspection is required for bids to be considered.

E. Site Inspection and Walk-Through

A mandatory pre-bid site inspection and walk-through shall be held on Friday, November, 2024 at 9:00 am and 1:00 pm at 123 Meadow Street, Pittsburgh, PA 15206. Alternatively, contractors are able to schedule a pre-bid walk-through prior to the RFP open date by contacting Bobbi Jeffress at 412-361-1008 x207 or via email at rjeffress@urbanacademypgh.org. Attendance in a pre-bid walkthrough is mandatory for any contractor wishing to bid. During the site inspection, Bidders shall familiarize themselves with all conditions. The lack of site familiarity shall in no way constitute grounds or justification for additional future requests for funds by the Bidder to complete said project. Any questions that arise subsequent to the site inspection and walk-through shall be submitted via email to rieffress@urbanacademypgh.org.

F. Incurring Costs

Urban is not liable for any cost incurred by bidders prior to the issuance of an agreement, contract,

or purchase order.

G. Contractors' Proposals

Bidders must submit a proposal that is complete and in compliance with these specifications, including submission on forms provided herein.

H. Economy of Preparation

Proposals should be prepared simply and economically, providing a straightforward, concise description of bidder capabilities to comply with the requirements of this request for proposals. Emphasis should be placed on completeness and clarity of content in bidding.

I. Submission of Proposals

All bidders must submit T<u>WO (2) original copies</u> with original signatures of the complete RFP and the accompanying proposal sheets in a sealed envelope by Tuesday, November 5, 2024, at 12:00pm. The envelope shall be labeled as follows:

Urban Academy of Greater Pittsburgh Charter School

ATTN: K. CHASE PATTERSON

New & Replacement Concrete Services

Request for Proposal

437 Turrett Street

Pittsburgh, PA 15206

Name of Company	
Address of Company	_
Phone Number of Company	_
Responsible Authority for Proposal Signature	

Proposals must be legible and signed in ink. Faxed proposals will not be considered.

Instructions to Bidders

A. Informality of Proposal and Acceptance, Rejection or Selection of Items

Urban Academy expressly reserves the right to reject any or all proposals, to waive any informalities or irregularities in the proposals received, and to accept that proposal which is in the best interest of Urban Academy.

B. Terminology

Where the term "Board" appears in these specifications, it shall mean the Urban Academy Board of Trustees. Where the term "bidder" appears, it shall mean the organization proposing to supply cleaning services as per these specifications.

C. Contract Term

The concrete services shall cover the period of November 8, 2024 through December 6, 2024.

D. Termination of Contract

Urban Academy reserves the right to terminate this contract at any time, for any reason with ten(10) days written notice. Urban reserves the right to immediately cancel the contract, for any cause, as outlined in "General Conditions".

E. Determination of Award of Contract

No contract shall be awarded until the proposals have been examined and the award authorized. All firms or persons submitting a proposal shall meet the following requirements:

- 1. Maintain a permanent place of business;
- 2. Have adequate equipment to do the work properly and expeditiously;
- 3. Have suitable financial status to meet obligations incident to the work;
- 4. Knowledge of and comprehension of all laws and regulations pertaining to Pennsylvania school operations within the scope of the services to be provided but not limited to: a. Pennsylvania Public School Code of 1949
 - b. Pennsylvania Charter School Law
- 5. Size and structure to meet the scope of the services to be provided;
- 6. Practice ethical business conduct of the highest standard;
- 7. Cost factors to perform the specified services.

No proposal shall be accepted from anyone who is in arrears to Urban upon debt or contract, or who is defaulter on surety or otherwise upon any obligations to Urban, or whose work heretofore has proven unsatisfactory or dilatory. Price shall be considered but shall not be the sole determining factor in awarding a contract.

F. Bidder's Status Prior to Execution of Contract

No rights shall accrue to any organization submitting a bid or proposal until such proposal has been accepted, the contract awarded, the timely submission of the insurance certificates, and the

Agreement finally and completely executed in writing by the bidder and the duly authorized representatives of the Board.

G. Advertising

The contractor is specifically denied the right of using, in any form or medium, the name of Urban Academy, or any specific school or department therein, for public advertising unless express written permission is granted by Urban.

H. Forms

A contractor must complete the following forms (included in this packet) and return them with the proposal:

- 1. Proposal Form;
- 2. References;
- 3. Statement of Bidder's Qualifications.

I. Execution of the Proposal

Proposal Form shall be executed in the following manner:

- 1. INDIVIDUAL: Where the bidder is an individual, a personal signature shall be affixed.
- 2. PARTNERSHIP: Where the bidder is a partnership, the proposal shall be signed in the name of the partnership, followed by the signature of a partner.
- 3. CORPORATION: Where the bidder is a corporation, the proposal shall be executed in the name of the corporation, signed by the president or vice-president, and by the secretary or assistant secretary thereto, or if the proposal is submitted by an agent other than the above, he/she shall submit evidence of authority certified by the secretary of the corporation under corporate seal.
- **4.** Where the bidder is trading under the Fictitious Names Act, the Bid shall include the fictitious name and the names of the persons or corporations conducting business.

General Conditions

A. Specifications

These specifications shall become a part of the Contract, to be entered into between the successful contractor, hereinafter called "the Bidder", and Urban Academy Board, hereinafter called "the Client".

- The Bidder agrees, if awarded the contract, to furnish and deliver the said services at such times and at such places as herein specified and that all of the services shall be subject to the inspection and approval of the Client.
- 2. The Bidder shall provide services in accordance with all the terms, conditions and provisions of these specifications under the supervision and to the satisfaction and approval of the Client.

- 3. Should the Bidder at any time fail to perform the work in accordance with these specifications and to the satisfaction of the Client, the Client is hereby authorized to employ some other person, persons, or company to provide the services and to charge the same to the Bidder, and for that purpose to retain any monies still due him upon his contract, to meet such payments, and Bidder shall be liable for and shall pay any costs and expenses included by the Client in completion of the work in excess of the monies that may still be due him for what the Bidder has done, so that the Client shall sustain no loss, cost, or expense beyond the contract price by reasons of such default of the Bidder.
- 4. Any damage caused by the execution of this contract shall be repaired by the Bidder at their own expense.
- 5. The successful Bidder shall not assign the performance of the contract, nor any portion thereof, to others without the express consent, in writing, from the Client. The use of transportation equipment owned by others and not under long term lease to the Bidder shall not be permitted.
- 6. All contracts will be entered into under and subject to the provisions of the Public School Code of 1949 of the Commonwealth of Pennsylvania, approved March 10, 1949, P.L. 30 and its supplements and amendments, and the successful bidder agrees to satisfy the Client concerning all of the requirements of the laws of Pennsylvania governing bidders and contractors on contracts with school districts.

B. Hold Harmless Clause

In addition to the insurance requirements contained herein, the Bidder shall also defend, indemnify and hold harmless the Client, directors, administrators, and employees from and against any and all claims, suits, judgments and demands whatsoever, including, without limitation, costs, litigation, expenses, counsel fees and liabilities with respect to injury to or death of any person or persons whatsoever, or damage to property of any kind by whomsoever own, arising out of, or caused or claimed to have been caused in whole or in part by the acts or omissions of the Bidder, its officers or employees or any other person directly or indirectly employed by the Bidder while engaged in the performance of the contract specifications or any activity associated therewith or related thereto.

The Bidder shall, at all times, indemnify and save harmless the owner of and from all claims for Workmen's Compensation which may be made by any of the employees of the Bidder or by any of the employees to whom the Bidder may have let the performance of any part of the work embraced by this contract and the Bidder shall appear for and defend the owner against any and all such claims. The Bidder shall be covered by Employers' Liability Insurance with a minimum limit of \$100,000 per accident.

C. Insurance

1. Certificates of Insurance certifying the required coverage are to be provided by the successful Bidder within five (5) days of receipt of notice of award.

- 2. The Bidder shall not commence work under this contract until all insurance coverage required under these specifications has been approved by the Client. Nor, shall the Bidder allow any subcontractor to commence work until all similar insurance coverage required of the subcontractor has been so obtained and approved.
- 3. The Bidder shall acquire and maintain during the life of this contract such public liability and property damage insurance as shall protect his/her company and any subcontractor performing work under this contract from claims or damages for personal injury, including accidental death, as well as for claims for property damages which may arise from operations under this contract, whether such operations be by himself or any subcontractor or anyone directly or indirectly employed by either.
- 4. The insurance shall be in an amount not less than \$1,000,000 for injuries, including accidental death, to any one person, and subject to the same limit for each person in an amount not less than \$1,000,000 on account of one accident, and property damage insurance in an amount of not less than \$1,000,000 provided, however, that the Client may accept insurance covering a subcontractor in character and amounts less than the standard requirements set forth under this paragraph where such standard requirements may appear excessive because of the character extent of the work to be performed by any such subcontractor.
- 5. The Bidder shall take out and maintain during the life of this contract public liability and property damage motor vehicle insurance in an amount of not less than \$1,000,000 for public liability and \$25,000 for property damage.

D. Regulatory Agency

The Bidders shall perform the work under the contracts in accordance with the rules, regulations and directives of all Local, State and Federal agencies having jurisdiction over the work. In compliance with the Act of Assembly, the Bidder further covenants, and agrees to accept, insofar as the work covered by this contract in Pennsylvania is concerned, the provisions of the Workmen's Compensation Act of 1951, and any supplements or amendments thereto, which may have been or may hereafter be passed, or shall file with the Urban Academy a certificate from the Department of Labor and Industry. Further, the Bidder will comply with the Pennsylvania School Code, including Act 34, Employee Screening, and Act 159, Employee Right to Know.

Legal Conditions

- 1. The Advertisement for Bids, Information to Bidders, General Conditions of the Bid, Special Conditions (if any), the Specifications for the articles, supplies, equipment and materials or a description of the services desired, as well as all bid forms to be completed, Proposal, Agreement, and Notification of Award, shall be collectively known and designated as the "Contract Documents" and together shall form the Contract.
 - 2. The Bidder will be responsible for any damage to property caused by Bidder or his agents. Bidder further covenants and agrees to assume and does hereby assume all liability for and does agree to

indemnify and save harmless Urban against any loss, costs, suits, claims, charges or damages arising from injuries sustained by mechanics, laborers, workmen, or by any person or persons whatsoever, to their persons or property, whether employed in and about the said work or otherwise, by reason of any accidents, damages or injuries, torts, or trespasses happening in and about, or in any way incident to, or by reason of the performance of this contract and the performance of said work and labor, including costs, counsel fees, and all expenses of defense, and agrees to carry the usual property damage and liability insurance and to furnish certificates thereof, as required by Urban Academy.

- 3. All applicable laws shall be deemed to be part of these specifications and the contract shall be read and enforced as though they were included.
- 4. The Bidder shall agree that in hiring employees for the performance of the work under this contract, they will be paid prevailing wage, no Bidder, nor any person acting on behalf of such Bidder, shall by reason of race, creed or color, discriminate against any citizen of the Commonwealth of Pennsylvania who is qualified and available to perform the work to which the employment relates. Neither Bidder, nor any person on his behalf shall in any manner discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed or color. There may be deducted from the amount payable to the Bidder, under this contract, a penalty of five (5) dollars for each person for each calendar day during which such person was discriminated against or intimidated, in violation of the provisions of the contract. This contract may be canceled or terminated by the Owner and all money due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this portion of the contract. Also, the Bidder shall comply with all provisions of the Pennsylvania Human Relations Act 222, as amended to date.
- 5. Bids shall include all charges for any permits, including local municipal fees.
- 6. In addition to all the other terms and conditions of this Request for Proposal, the following shall apply:
 - a. No Contract will be awarded to any bidder who has been convicted of, or pleaded guilty to any crime of theft of any degree, as defined in the Pennsylvania Crimes Code. A bidder awarded a contract may not assign to this location any employee who has been convicted of, or pleaded guilty to, any crime of theft of any degree as defined in the Pennsylvania Crimes Code. This condition is regarded as material and its breach will render void any contract awarded pursuant to this Request for Proposal.
 - b. No Contract will be awarded to any bidder who is named as a perpetrator in a founded report of child abuse as defined in the Child Protective Services Act. A bidder awarded a contract may not assign to this location any employee who is named a perpetrator in a founded report of child abuse as defined in the Child Protective Services Act. This condition is regarded as material and its breach will render void any contract awarded pursuant to this Request for Proposal.

NEW & REPLACEMENT CONCRETE SERVICES URBAN ACADEMY OF GREATER PITTSBURGH

General Specifications and Requirements

Scope of Work:

1. Sidewalk Replacement:

- Remove and replace existing sidewalks. The new sidewalks should be constructed with 4-inch
 thick concrete and expansion joints every 20 feet, with control joints every 4 feet, in
 compliance with PennDOT Publication 408, Section 676.
- A 4-inch base of crushed and compacted ¾-inch stone (No. 2B) must be laid beneath all sidewalks.

2. Curb Replacement:

- Evaluate and replace existing curbs. Curbs should meet ADA standards and be constructed according to **PennDOT Publication 408, Section 630**.
- Include installation of ADA-compliant curb ramps where applicable, ensuring tactile warning surfaces are installed.

3. Stair Replacement:

- Remove existing stairs and associated railings. Construct new concrete stairs (minimum 4 inches thick) with reinforcing mesh. Stairs must meet local safety standards, including the installation of handrails in compliance with the International Building Code (IBC).
- Provide Class A Cement Concrete for the stairs, with a minimum 28-day compressive strength of 4000 psi.

4. Porch Topping Slab:

• Remove and replace the existing porch slab with a new topping slab.

5. Stamped Concrete Slab Installation:

- Provide a stamped concrete slab to replace and expand the concrete patio at the West side of the building consistent with Appendix 1.
- Sawcut control joints must be used to prevent cracking.
- The stamped pattern will mimic brick pavers in a herringbone pattern, with a standard gray color.
- The contractor will provide submittals of the pattern and color selections for formal approval by the Owner. A sample image of the proposed pattern will be submitted.

6. Paving and Sealing:

- All new concrete must receive a broom finish, except for the stamped concrete slab, which will follow the approved herringbone pattern.
- Concrete will be sealed within 24 hours with a liquid membrane curing compound, as specified in PennDOT Publication 408.

7. Traffic Control:

 The contractor will be responsible for managing all necessary traffic controls during construction, including barricading work areas to ensure pedestrian safety.

Proposal form and certification

Name of Contractor	
Name of Contact Person	
Address	
Telephone Number	
Fax Number	

Price for work to be completed	Total Cost
Demolition of Sidewalk	
New Sidewalk	
Demolition of Curbing	
New Curbing	
Demolition of Stairs	
New Stairs	
Aluminium Round Handrail Installed	
Demolition of Existing Patio	
New Patio	
List any additional cost not listed/ or included above:	

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TOTAL COST	

*Urban reserves the right to select specific items on the scope of work and is not required to select the entire scope of work.

Name of the Company Submitting the Proposal:

Company Name (Insert legal name of company)		
Address		
		Responsible
Authority Printed Name Title		
		Responsible
Authority Signature Phone Number		
	Date	
		On-site Contact

<u>References</u>

Bidder name:	
All Bidders must submit 2 referen	ces as follows:
	Reference #1
Type of Facility	
Start Date	
End Date	
Address	
Approximate Square Footage	
Name to Contact	
Contact's Phone Number	
Contact's Email Address	
	Reference #2
Type of Facility	
Start Date	
End Date	
Address	
Approximate Square Footage	
Name to Contact	
Contact's Phone Number	
Contact's Email Address	

*ADDITIONAL REFERENCES MAY BE INCLUDED ON A SEPARATE PAGE IF DESIRED BY THE BIDDER.

Statement of Bidder's Qualifications

The following questions are to be answered in a clear and comprehensive manner. If necessary, questions may be answered on separate attached sheets. The bidder may submit such additional information as the bidder deems necessary.

1. Name of Bidder
2. Office address
3. Business incorporation date
4. If a corporation, state of incorporation
5. How long has this company been involved in concrete services?
6. Has the bidder ever failed to complete any contract which was awarded? I this is answered in the affirmative, please give full explanation:
7. Has the bidder ever defaulted upon any contract which was awarded? In this is answered in the affirmative, please give full explanation:
This Statement is dated on the day of, 2024.
Name Title
Signature

APPENDIX 1

