



1610 E. Emmaus Avenue, Allentown, Pennsylvania, 18103  
610-351-0234 FAX 610-351-0251

## **Bid Proposals for Re-Roofing Repair Services at AACMS**

### **Organization Information**

Arts Academy Charter School (AACMS) student enrollment for the 2022 - 2023 school year will be approximately 350 grades 5 thru 8 students at one building located at 1610 E. Emmaus Ave. The Arts Academy Charter Middle School provides opportunities for students to explore their artistic passions and talents in a supportive, challenging and rigorous academic and artistic environment.

### **Purpose of Request for Bid**

The purpose of this request is to solicit bid proposals for re-roofing repair services as described in the paragraphs below

Sealed bids will be accepted until 3:00pm on Thursday, June 30, 2022. All envelopes containing bids shall be sealed and clearly marked "Re-Roofing Repair Service Bid". The outside of the envelope shall list the name and address of the bidder.

One (1) signed copy of the bid shall be submitted.

Interested bidders must attend the mandatory pre-bid job site meeting at the date and time as shown on the TIMELINE page of the Bidder Packet. At that time the owner will conduct a tour of the areas and scope of work covered by this project.

Pre-Bid Site Tour  
Thursday, June 9, 2022, 9:00am

Please address all questions regarding this project no later than June 15, 2022 @ 10:00 am: William Fitzpatrick, Executive Director, [wfitzpatrick@arts-cs.org](mailto:wfitzpatrick@arts-cs.org) or Cesar Medina, Facilities [cmedina@arts-cs.org](mailto:cmedina@arts-cs.org).

### **Instructions to all Bidders**

1. Bids shall include pricing for both a one-year contract period to be effective July 1, 2022.
2. Bids shall include pricing for repairs and installations needed for the building roof.
3. All blanks in the bid form must be appropriately filled in. All bids shall be submitted in sealed envelopes bearing on the outside the name of the bidder, his address, and the name of the project for which the bid is submitted.
4. It is the sole responsibility of the bidder to see that his bid is received in proper time. Any bid received after the scheduled closing time for receipt of bids will be returned to the bidder unopened. Contractor must submit

materials list with bid form as information. Contractor must also be an approved installer of the owner supplied materials and must meet all qualifications set forth in the technical specifications.

5. The bid must be signed in the name of the bidder and must bear the signature in longhand of the person or persons duly authorized to sign the bid on behalf of the bidder.
6. Modifications Changes in or additions to the bid form, recapitulations of the work bid upon, alternative proposals, or any other modification of the bid form which is not specifically called for in the contract documents may result in the Charter School's rejection of the bid as not being responsive to the invitation to bid. No oral or telephonic modifications of any bid submitted will be considered, and a telegraphic modification may be considered only if the postmark evidences that a confirmation of the telegram duly signed by the bidder was placed in the mail prior to the opening of bids.
7. Erasures The bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the surname or surnames of the persons signing the bid. 5.
8. Examination of Site and Contract Documents Each bidder shall visit the site of the proposed work and fully acquaint himself with the conditions relating to the proposed project so that he may fully understand the facilities, difficulties, and restrictions attending the execution of the work under the contract.
9. Withdrawal of Bids Any bidder may withdraw his bid either personally by written request or by telegraphic request at any time prior to the scheduled closing time for the receipt of bids.
10. The Agreement form which the successful bidder, as Contractor, will be required to execute and the forms and amounts of surety bonds, which he will be required to furnish at the time of execution of the Agreement, are included in the contract documents and should be carefully examined by the bidder.
11. The contractor agrees to abide by the schedule as specified in their submitted proposal. In instances where the schedule cannot be met because of unusual circumstances, the contractor will contact the Facilities Manager of AACCS as soon as possible.
12. AACCS reserves the right to terminate its contract for any reason with 90-day written notification.
13. It is the bidder's responsibility to pay all costs incurred from any environmental hazard cleanup caused by release, spill or leak created by accident or negligence.
14. Telephone or faxed bids will NOT be accepted.
15. Bids received after the deadline will NOT be accepted and will be returned unopened.
16. It is the bidder's responsibility to read the entire document, review all enclosures and attachments, and comply with all requirements.
17. The AACCS School Board reserves the right to accept or reject any or all bids, to waive defects and accept other than the low bid when deemed to be in the best interest of the school.
18. By submission of this proposal, the bidder certifies that the pricing structure offered has been arrived at without consultation or communication with any other bidder or competitor.
19. AACCS is exempt from State and Federal taxes.
20. Each successful bidder is required to maintain for the duration of the work performed commercial general liability as an additional insured. The preferred limit for general liability is \$1,000,000.00. Also required is worker's compensation insurance with AACCS listed as certificate holder. The required policies and certificates

are to be endorsed to give AACCS at least 30 days' notice of cancellation or material reduction of insurance coverage.

21. All proposals shall be submitted with a completed Familial Disclosure Form or the proposal will not be accepted.

#### SCOPE OF WORK

SCOPE OF WORK the Contractor shall perform within the time stipulated herein, and shall provide all labor, equipment, materials, tools, utility services and transportation to complete in a workmanlike manner, in accordance with the terms and conditions of the Contract Documents, required in connection with the following titled project, all as more fully described in the contract Documents and Bidder Packet titled: ARTS ACADEMY CHARTER MIDDLE SCHOOL RE-ROOFING BID PROPOSAL.

General scope of work but not limited to;

1. Includes removal and disposal of existing roofing system(s), insulation board, gutters, flashings, copings, etc. for a complete prepared roof surface.
2. The existing roofing system(s) are assumed to contain asbestos materials and shall be disposed of and handled as such. This cost is to be included in the contractors bid.
3. Includes replacement included in the base bid price.
4. Installation insulation plates, TPO membrane, drip edge, cover tape, termination bars, new pipe collars, TPO flashing to finish all the details
5. Remove debris.
6. Clean all surfaces and drains.

**Bidders: Please submit and format the first page of your proposal as follows:**

**Bid Proposal for  
Re-Roofing Project Bid  
2022 - 2023**

This form shall be used by interested bidders to submit bids for the project, ARTS ACADEMY CHARTER SCHOOL RE-ROOFING PROJECT, BID, Bids are to be submitted by 3:00 pm, Thursday, June 30, 2022, to the Arts Academy Charter School, business office located at 1610 E Emmaus Avenue, at which time and place bids will be opened.

\_\_\_\_\_ (insert business name of bidder) does hereby submit a bona fide bid to perform the work as specified in the contract documents for the above-named project as per contract documents.

ARTS ACADEMY CHARTER SCHOOL Re-Roofing Project to be completed in accordance with contract documents, including all costs to the school district including, but not limited to, materials, labor, tools, insurance, cleanup, and warranties, shall be \_\_\_\_\_ Dollars.

\_\_\_\_\_  
(Write in words the amount of your bid on this line) (Show bid in numbers).

I will comply with the provisions before commencing the performance of the work of this project should I be awarded a contract.

Signed (authorized signature) \_\_\_\_\_

Printed name of person signing \_\_\_\_\_

Title of person signing \_\_\_\_\_

Date \_\_\_\_\_

Contractor doing business as (name style of contractor's license): \_\_\_\_\_

Type of Business: (Sole Proprietorship, Partnership, Corporation) \_\_\_\_\_

Contractor License Number: \_\_\_\_\_

Contractor DIR # per SB 854 \_\_\_\_\_

## GENERAL CONDITIONS

**CONTRACT DOCUMENTS** The contract documents include the Bid Packet, the Agreement, and the General and Special Conditions, the Drawings, and the Specifications. One copy as required, shall be signed by both parties and one signed copy of each shall be retained by each party. The intent of these documents is to include all labor, non-owner supplied materials, appliances and services of every kind necessary for the proper execution of the work. The documents are to be considered as one, and whatever is called for by any one of the documents shall be as binding as if called for by all documents.

**MATERIALS, APPLIANCES, EMPLOYEES** Except as otherwise noted, the Contractor shall provide and pay for all non-owner supplied materials, labor, tools, water, power and other items necessary to complete the work. Unless otherwise specified, all materials shall be new, and both workmanship and materials shall be of good quality. All workmen and sub-contractors, if any, shall be skilled in their trades.

**SURVEYS, PERMITS, AND REGULATIONS** the Owner shall furnish all surveys unless otherwise specified. Permits and licenses necessary for the prosecution of the work shall be secured and paid for by the Contractor. Easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the Owner, unless otherwise specified. The Contractor shall comply with all laws and regulations bearing on the conduct of the work and shall notify the Owner if the drawings and specifications are at variance therewith.

**PROTECTION OF WORK, PROPERTY, AND PERSONS** the Contractor shall adequately protect the work, adjacent property and the public and shall be responsible for any damage or injury due to his act or neglect.

**INSPECTION OF WORK** the Contractor shall permit and facilitate inspection of the work by the Owner and his agents and public authorities at all times.

**CORRECTION OF WORK** the Contractor shall re-execute any work that fails to conform to the requirements of the contract and that appears during the progress of the work, and shall remedy any defects due to faulty materials or workmanship which appear within a period of one (1) year from the date of completion of the contract unless a greater time period is specified elsewhere in the contract documents. The provisions of this article apply to work done by sub-contractors, if any, as well as to work done by direct employees of the Contractor.

**OWNER'S RIGHT TO TERMINATE THE CONTRACT** Should the Contractor neglect to prosecute the work properly or with diligence, or fail to perform any provision of the contract, the Owner, after seven (7) days' written notice to the Contractor, may, without prejudice to any other remedy he may have, make good the deficiencies and may deduct the cost thereof from the payment then or thereafter due the contractor or, at his option, may terminate the contract and take possession of all materials, tools, and appliances and finish the work by such means as he sees fit, and if the unpaid balance of the contract price exceeds the expense of finishing the work, such excess shall be paid to the Contractor, but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to the Owner.

**CONTRACTOR'S RIGHT TO TERMINATE THE CONTRACT** Should the work be stopped by any public authority for a period of thirty (30) days or more, through no fault of the Contractor, or should the work be stopped through act or neglect of the Owner for a period of seven (7) days, or should the Owner fail to pay the Contractor any payment within seven (7) days written notice to the Owner, Contractor may stop work or terminate the contract and recover from the Owner payment for all work executed and any loss sustained and reasonable profit and damages.

**PAYMENTS** shall be made as provided in the Agreement. The making and acceptance of the final payment shall constitute a waiver of all claims by the Owner, other than those arising from unsettled liens or from faulty work

appearing thereafter, as provided for in Article 9, and of all claims by the Contractor except any previously made and still unsettled. Payments otherwise due may be withheld on account of defective work not remedied, liens filed, damage by the Contractor to others not adjusted, or failure to make payments properly to sub-contractors or for materials or labor.

**INSURANCE** the Contractor shall take out, pay for, and maintain at all times during the performance of work under this contract, through companies and agencies approved by the Owner and containing provisions satisfactory to the Owner the following insurance:

**EVIDENCE OF INSURANCE** Before the work is started, the Contractor shall forward to the Owner two (2) copies of a certificate of insurance or memorandum of insurance evidencing that all required insurance is in force. The Contractor must certify to the Owner that he has obtained similar certificates or memorandum evidence of insurance from each of his sub-contractors, if any, before their work commences. Each sub-contractor must be covered by insurance for the same character and in the same amounts as the Contractor unless the Contractor and the Owner agree that a reduced coverage is adequate because of the nature of the particular sub-contract work.

**DAMAGES** The Owner, Architect, or authorized representatives of either, shall not in any way or manner be answerable or suffer loss, damage, expense or liability for any loss or damage that may happen to said work, or part thereof, or in or about the same during its construction and before acceptance, and the said Contractor shall assume all liabilities of every kind of nature arising from said work, either by accident, neglect, or any other cause whatever; and shall hold the Owner harmless from all liability of every kind provided however, the risk of loss to the extent covered by insurance.

**LIQUIDATED DAMAGES** Liquidated damages shall be paid by the Contractor to the Owner in the event Owner and/or the public is denied the use of or access to the facilities on which the Contractor is working due to delay or overrun of time by Contractor. Because it would be difficult to determine an exact amount for damages for such denial of use or access to the facilities, the amount of one thousand dollars (\$1,000.00) per calendar day is agreed upon as a fair and reasonable amount to which the Owner shall be entitled from the Contractor in the event of delay or overrun of time by Contractor.

**ARBITRATION** Any disagreement arising out of this contract, or from the breach thereof, shall be submitted to arbitration, and judgment upon the award rendered may be entered in the court of the forum, state or federal, having jurisdiction. It is mutually agreed that the decision of the arbitrators shall be a condition precedent to any right of legal action that either party may have against the other. The arbitration shall be held under the Standard Form of Arbitration Procedure of the American Arbitration Association.

**CUTTING, PATCHING AND DIGGING** the Contractor shall do all cutting, fitting or patching of his work that may be required to make its several parts come together properly and fit it to receive or be received by the work of other contractors shown upon, or reasonably implied by the Drawings and Specifications for the completed structure, and he shall make good after then as the Owner may direct. Any cost caused by defective or ill-timed work shall be borne by the party responsible therefore. The Contractor shall not endanger any work by cutting, digging, or otherwise, and shall not cut or alter the work of any other contractor save with the consent of the Owner.

**USE OF PREMISES** the Contractor shall confine his apparatus, the storage of materials and the operations of his workmen to limits indicated by law, ordinances, permits or directions of the Owner and shall not unreasonably encumber the premises with his materials. The Contractor shall not load or permit any part of the structure to be loaded with a weight that will endanger its safety. The Contractor shall enforce the Owner's instructions regarding signs, advertisements, fire, and smoking.)

**CLEANING UP** the Contractor shall at all times keep the premises free from accumulations of waste material or rubbish caused by his employees or work, and at the completion of the work, he shall remove all rubbish from and about the building and all his tools, scaffolding and surplus materials and shall leave his work "broom clean" or its equivalent, unless more exactly specified. In case of dispute, the Owner may remove the rubbish and charge the cost to the Contractor.

**DRUG-FREE/SMOKE FREE WORKPLACE** the Contractor shall remove any worker from the Project Premises when directed to do so by the District or any representative of the District. The District and all of the District's projects are "drug- free" and "smoke-free". In addition, the Drug-Free Workplace Act provides that each contract or grant awarded by the State agency may be subject to suspension of payments or termination for failure to comply with such Act. It is the sole responsibility of the Contractor to police and oversee any and all personnel used in connection with the Work and the Project, whether employed directly or indirectly by Contractor. If Contractor fails to maintain a drug-free and smoke-free workplace as required by the Drug-Free Workplace Act, the District may enforce its lawful rights to suspend pending or subsequent payments and to terminate the Contract and may pursue all other rights and remedies in may have against the Contractor at law and/or in equity. The Contractor shall also submit to the District the drug-free workplace certificate required by law within seven (7) days after award of the Contract.

**DELAY IN THE WORK Extension of Contract Time.** The District shall extend the time period for completion of the Work by the number of calendar days the Contractor is delayed only when satisfactory evidence is presented to the Charter School, within five (5) calendar days after the commencement of the matter or condition causing the delay, that such delay could not be anticipated at the time of entering into the Contract and is neither caused nor continued by fault or negligence on the part of the Contractor, its Subcontractors, Material men or others reasonably and customarily under the Contractor's control and is not otherwise caused by the Contractor or within its control. The following shall constitute matters or conditions that may justify an extension to the Contract Time hereunder: an act of God or of a public enemy, act of government, act of any quasi-governmental or publicly-regulated entity including a public utility, labor disputes, fire, abnormal adverse weather, flood, epidemic, quarantine restrictions, riot, strike, freight embargo, unavoidable casualties, and other such causes beyond the Contractor's control. If abnormal adverse weather conditions are the basis of a claim for an extension to the Contract Time, such claim shall be documented by data substantiating that weather conditions were abnormal for the period of time claimed and could not have been reasonably anticipated at the time of contracting, and that such weather conditions had an adverse effect on the scheduled construction. The Charter School shall ascertain the facts and the extent of the delay, and its findings shall be conclusive. A time extension granted for Work at one site shall not apply to any other site. Any extension of time, if allowed by the Charter School, shall be authorized under written Change Order.

**District Liability for Delays.** Except as otherwise provided in this Section, the Charter School and those acting on its behalf shall not be liable for any damages because of any delay in furnishing the Project Premises or otherwise resulting from any cause beyond the control and without the fault of the Charter School including, but not restricted to: an act of God or of a public enemy, act of government, act of any quasi-governmental or publicly-regulated entity including a public utility, labor disputes, act of the Contractor or the Contractor's employees, Subcontractors, Material men or agents, act of any other contractor on the Project, abnormal adverse weather conditions, fire, flood, epidemic, quarantine restrictions, riot, strike, freight embargo, unavoidable casualties, or act of any third person or entity not subject to the direct control of the Charter School

**HOLD HARMLESS CLAUSES** The Contractor shall indemnify, defend and hold the Charter School, the Board, its and their officers, employees, agents, consultants, other independent contractors, consultants and representatives, harmless from and against every liability, claim, demand, cost, loss, damage or expense which may accrue or be made by reason of: Any injury to person or property sustained by the Contractor or by any person, firm, corporation, partnership, limited liability company or other entity, including, without limitation, any Subcontractor or Material man of any tier, employed directly or indirectly by it upon or in connection with the Work; Any injury to person or property sustained by any person, firm, corporation, partnership, limited liability company or other entity, caused by any act, neglect, Default or omission of the Contractor or any person, firm, corporation, partnership, limited liability company or other entity, including, without limitation, any Subcontractor or a court action for the cause of action.

**FAIR EMPLOYMENT PRACTICES** The following provisions pertaining to fair employment practices are incorporated into this Contract. All references to "contractor" in this Section shall be deemed to refer collectively to the Contractor named herein and all Subcontractors of any tier performing Work on the Project. In connection with

the performance of the Work under this Contract, each contractor agrees as follows: The contractor will not knowingly discriminate against any employee or applicant for employment because of sex, race, color, religion, ancestry, age, handicap, national origin, or other protected classification. The contractor will act to ensure that applicants are employed, and that employees are treated equally during employment, without regard to their sex, race, color, religion, ancestry, age, handicap, national origin, or any non-job-related criteria. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship where applicable