

## Propel Charter Schools

3447 East Carson Street  
Suite 200  
Pittsburgh, PA 15203

Bid Number 2526-03

**Propel Schools is requesting sealed bids for Asphalt Resurfacing at Propel Braddock Hills. Bid considerations must be received no later than Friday April 11, 2025 at 11:00AM. Bid packets may be mailed or hand delivered to the address above. Bids will be opened at that time.**

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1. All bids are to be returned in sealed envelopes and addressed to Propel Charter Schools attention **Richard Snyder**. 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. Bids can be received via US Mail, Overnight courier or hand delivered.
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 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 All bids shall be effective for a period of six (6) months from the opening date of this bid, and no bid may be withdrawn prior thereto.
7. The Operations Department of Propel Schools reserves the right to reject any or all bids for which a bid is submitted. Additionally, the Operations Department of 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. The decision of Propel School's Operations Department shall be final and without challenge.
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. Prevailing wage rates apply to projects over \$25,000
11. Upon identification of the successful bidder, that company will be notified of the award. The awarding of this bid, will commit the respondent to their quoted pricing, for a period of six (6) months.
12. The successful Contractor will be required to provide a Bid Bond equal to ten percent (10%) of the accepted bid. Bidders must submit documentation that they are bondable for this project. Additionally the Contractors are required to provide a "Performance Bond" in the amount of One Hundred Percent (100%) of the contract sum prior to signing a construction contract. Bidders must provide documentation with their bid certifying that they are bondable for 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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**SITE VISIT**

Attached are aerial photos of the locations listed below. Field measurements may be done in advance of the site visits during off-school hours and/or weekends. School hours are 8:00am-4:30pm Monday-Friday.

Site visits are scheduled for:

Thursday April 3, 2025

1:00pm

Propel Braddock Hills

1500 Yost Blvd.

Pittsburgh, PA 15221

We will gather for meeting in front of the High School.

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 OF WORK/SERVICES**

#### **Propel Braddock Hills**

Prepare approximately 18,360 square yard of old asphalt to receive a new topcoat at Propel Braddock Hills. The area of work consists of the main parking lot. Contractor must field measure and provide exact square footage. 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.

1. Preparation work includes milling 1.5 inches of existing black top for proper drainage.
2. Clean the entire lot in preparation for resurfacing.
3. Adjust all manhole rims and drainage covers to allow for positive drainage.
4. Resurfacing must be graded/pitched to allow for proper drainage into drainage basins
4. Repair all severely damaged areas with proper base and depth to receive new asphalt
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. Reinstall speed bumps in current locations.
9. Tar all edges where new black top meets asphalt and/or concrete.
10. Record all line striping and restripe once asphalt is complete.
11. Supply and install handicap parking signs where handicap parking is marked
12. Stripe 150' x 20' in blue as shown on drawing.
13. Restripe drive lane and parking stalls as currently configured.
14. Add additional parking stalls as shown drawing. New spaces will be the same size as existing stalls
14. Work to be completed by July 25, 2025

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

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

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The Contractor will be responsible for determining the quantities of materials needed, including any special materials necessary to complete the project. The Contractor is responsible for all materials, equipment, services, restoration and other related services required for this project. It will be the Contractor's responsibility to ensure all measurements are completed and accurate.

Final questions will be submitted by April 7, 2025

Answers will be sent back by April 9, 2025

Questions concerning this bid request should be directed to

Richard Snyder  
Senior Director of Operations  
Propel Charter Schools  
3447 East Carson Street  
Suite 200  
Pittsburgh, PA 15203  
[rsnyder@propelschools.org](mailto:rsnyder@propelschools.org)  
412-325-7305 ext. 1150

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### **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 prepared by contractor or other contract documents 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 Brian 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.

3. Changes Orders:

- A. All change orders must be approved by Richard Snyder, Director of Operations. Change orders will be limited to unforeseen conditions, potential savings measures and/or any requested and approved by Propel Schools.

4. 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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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, permits, inspection and certifications.
8. Contractors are required to provide "Bid Bond" of Ten Percent (10%) 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.
9. Propel Charter School reserves the right to award the bid to the lowest qualified bidder, who is able to meet the requirements in this bid, without regard to those submitting lower figures but are unable to meet the completion requirements.
10. The Contractor will perform a clean-up of the work site on a daily basis and remove any debris from the day's work. At the end of the project, the Contractor will remove all equipment, additional materials, trash, etcetera from the project location. All surfaces involved in or affected by the project are to be cleaned and free of debris within 48 hours of the completion of the project.
11. The successful bidder will detail in the bid package, their invoice arrangements, with the understanding that payment are net 30 days and final payment will not be made until 30-days after the final inspection of the project.
12. **The successful bidder will work normal business hours Monday through Friday. The project can begin on or about June 23, 2025 and should be completed no later than July 25, 2025.**

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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 Andrew St. High 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                               |

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**PRICING**

**Propel Braddock Hills Parking Lot Resurfacing**

\_\_\_\_\_ and \_\_\_\_\_/100 Dollars    \$ \_\_\_\_\_  
(Write in amount)

**Number of Square Yards** \_\_\_\_\_

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

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

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

**Original Signature Required**

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

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

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**Vendor Questionnaire**

|                 |  |
|-----------------|--|
| Company Name    |  |
| Street Address  |  |
| City, State     |  |
| Zip             |  |
| Phone:          |  |
| Fax             |  |
| Contact Person: |  |
| Email:          |  |

How many years has this company been in business? \_\_\_\_\_

What type of organization is your company (circle one)?

Individual      Partnership      Corporation      Joint Venture      Other

For how many years has your company provided masonry services? \_\_\_\_\_

Are you able to meet the School's insurance requirements listed previously? \_\_\_\_\_

Will you be utilizing the services of a sub-contractor? \_\_\_\_\_

If so, please identify that sub-contractor below:

Company Name:

Address:

Phone:

Fax:

Contact:

If necessary, are you able to provide the clearances for those working on the project prior to starting

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

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

Original Signature Required

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

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work? \_\_\_\_\_

**Bidder References:**

1. Company Name \_\_\_\_\_  
Contact Name \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone or Cell Phone number: \_\_\_\_\_
2. Company Name \_\_\_\_\_  
Contact Name \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone or Cell Phone number: \_\_\_\_\_
3. Company Name \_\_\_\_\_  
Contact Name \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone or Cell Phone number: \_\_\_\_\_
4. Company Name \_\_\_\_\_  
Contact Name \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone or Cell Phone number: \_\_\_\_\_
5. Company Name \_\_\_\_\_  
Contact Name \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone or Cell Phone number: \_\_\_\_\_

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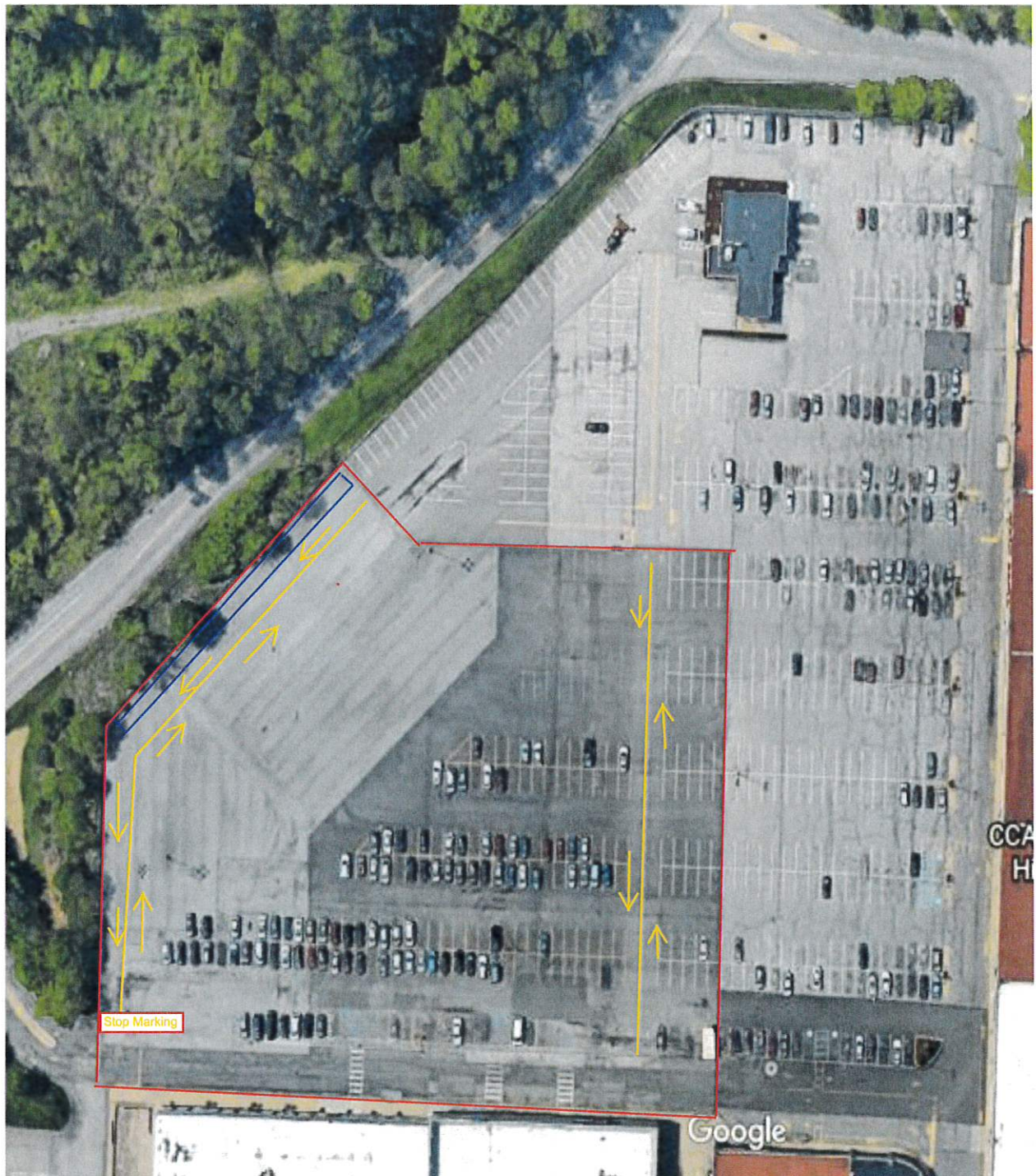
Company Name: \_\_\_\_\_

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

**Original Signature Required**

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

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



- Work Area
- PAT Bus Parking Area(New)
- New Drive lane markings

Approximately 155,000 sqft



## Contract/Bid No. 2526-03

**Commonwealth of Pennsylvania**

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**SS**

◆◆

I state that:

- Signature (Name and Company Position)

DAY OF \_\_\_\_\_, 2025

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

## 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 – Braddock Hills, 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 \_\_\_\_\_, 2025.

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 Exterior Renovations to the Propel Braddock Hills 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 - Braddock Hills, 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 Exterior Renovations to the Propel Braddock Hills 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., 2025.

**WITNESS – SEAL**

**CONTRACTOR**

\_\_\_\_\_

\_\_\_\_\_

**SECRETARY**

**PRESIDENT**

\_\_\_\_\_

\_\_\_\_\_

**WITNESS – SEAL**

**SURETY COMPANY**

\_\_\_\_\_

\_\_\_\_\_

**ATTORNEY-IN-FACT**

\_\_\_\_\_

## 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 - Braddock Hills (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: Exterior Renovations to the Propel Braddock Hills 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., 2025.

\_\_\_\_\_  
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 School - Braddock Hills 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 \_\_\_\_\_, 2025.

WHEREAS, the above bounded Principal entered into a Contract with Propel Charter School - Braddock Hills dated this \_\_\_\_ day of \_\_\_\_\_, 2025, for the Project known as Exterior Renovations to the Propel Braddock Hills 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 - Braddock Hills 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.

Signature page to follow

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.

## 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 - Braddock Hills** agreed to pay a certain sum of money and \_\_\_\_\_ (Contractor) agreed to render services as a contractor for construction of Project known as Exterior Renovations to the Propel Braddock Hills School located at 1500 Yost Blvd. Pittsburgh, PA 15221

### 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 \_\_\_\_\_, 2025.

\_\_\_\_\_  
(typed authorized name)

\_\_\_\_\_  
(Contractor)

By: \_\_\_\_\_

(Authorized Signature)

Title: \_\_\_\_\_

## **NO LIEN AGREEMENT**

**Propel Charter School – Braddock Hills**

**Asphalt Resurfacing**

**Address – 1500 Yost Blvd. Pittsburgh, PA 15221**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between Propel Charter School - Braddock Hills, 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 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 SCHOOL-BRADDOCK HILLS

\_\_\_\_\_  
Witness