



**North East School District
50 East Division Street
North East, PA 16428**

North East High School Auditorium Seat Refurbishment

**INSTRUCTIONS
SPECIFICATIONS
BIDDING FORM**

SECTION 1.1 – TABLE OF CONTENTS

PROJECT MANUAL

NORTH EAST HIGH SCHOOL AUDITORIUM SEAT REFURBISHMENT PROJECT

SECTION 1.0 BIDDING AND CONTRACT REQUIREMENTS

SECTION 1.1	TABLE OF CONTENTS
SECTION 1.2	BID SOLICITATION / NOTICE TO BIDDERS
SECTION 1.3	INSTRUCTION TO BIDDERS
SECTION 1.4	BID FORM
SECTION 1.5	BIDDERS PROOF OF COMPETENCY
SECTION 1.6	GENERAL CONDITIONS
SECTION 1.7	PREVAILING MINIMUM WAGE
SECTION 1.8	ANTI-POLLUTION

SECTION 2.0 GENERAL REQUIREMENTS

SECTION 2.1	SCHEDULING REQUIREMENTS OF THE WORK
SECTION 2.2	PRODUCT SUBSTITUTION REQUIREMENTS
SECTION 2.3	PRODUCT REQUIREMENTS
SECTION 2.4	PROGRESS AND FINAL CLEANING

SECTION 3.0 EXISTING CONDITIONS

SECTION 3.1	DEMOLITION AND SALVAGE MATERIALS
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SECTION 4.0 SPECIFICATIONS

SECTION 4.1	PROJECT SCOPE
SECTION 4.2	MATERIALS
SECTION 4.3	LABOR
SECTION 4.4	PERMITS

SECTION 1.2 –BID SOLICITATION / NOTICE TO BIDDERS

On March 26, 2019, the North East School District will open sealed proposals marked “ North East High School Auditorium Seat Refurbishment, North East School District, 50 East Division Street, North East, PA 16428” received by 11:00 AM, local time of that day for the furnishing of all labor and materials required for the performance of said work. Bids will be received to the attention of Mr. Jeff Fox, Business Administrator, 50 East Division Street, North East, PA 16428.

It is the intent of the Owner to enter into a single contract for installation.

All bids shall conform with the Contract Documents prepared by the North East School District. Documents are on file at the North East School District Administration Office, 50 East Division Street, North East, PA 16428.

Contractor shall submit a bid bond in the amount of 10% of the total contract price along with the submittal of the bid. A performance bond, in the amount of 100% of the contract price, must be submitted within 5 working days from award of contract. (Sections 756 and 757 of the Public School Code of 1949, as amended, and the Public Works Contractors Bond Law of 1967).

Pennsylvania prevailing wage rates does apply to this project.

The School District reserves the right to accept or reject any or all bids and to waive any technical defects and/or form and to award a contract in which the best interests of the School District is served regardless of price.

SECTION 1.3 –INSTRUCTION TO BIDDERS

1.3.1 INVITATION FOR BIDS

- A. Sealed bids in duplicate for the North East High School Auditorium Seat Refurbishment Project for the North East School District, will be received at the Office of the School District Business Administrator, Mr. Jeff Fox, 50 East Division Street, North East, PA 16428, until 11:00 AM, local time, March 26, 2019.

1.3.2 OPENING OF BIDS

- A. Sealed bids will be publicly opened and read at the above stated date and place immediately after the scheduled closing time for the receipt of bids.

1.3.3 CONTRACTS

- A. It is the intent of the Owner to enter into a single contract for installation.
- B. The Owner may enter into other separate contracts at this or later dates.

1.3.4 PLANS

- A. Documents were prepared by the North East School District, 50 East Division Street, North East, PA 16428. Documents are available at the above address, Monday through Friday, 08:00 AM – 04:00 PM.
- B. Addenda will be forwarded only to contractors on project contractor list.
- C. Documents will not be available in electronic format, i.e. AutoCAD, Microsoft Word, etc.

1.3.5 BIDDERS QUALIFICATION

- A. Each bidder shall be prepared, if so requested, to present evidence of the Bidder's experience, qualifications and financial ability to carry out work in accordance with the terms of the Agreement, within twenty-four (24) hours of bid opening. Bidder's qualification, if so requested, shall be submitted as outlined in Section 1.6.

1.3.6 BID SECURITY

- A. The contractor shall submit a bid bond in the amount of 10% of the total contract price along with the submittal of the bid. A performance bond, in the amount of 100% of the contract price, must be submitted within 5 working days from award of contract. (Sections 756 and 757 of the Public School Code of 1949, as amended, and the Public Works Contractors Bond Law of 1967).

1.3.7 FAMILIARITY WITH PROPOSED WORK

- A. Submission of Bid indicates contractor has thoroughly examined the work site and is submitting bid without collusion with any other bidder.
 - 1. Visitations to the site may be made by contacting the School District at 814-725-8671 (ext 1283) and coordinating with the facilities supervisor.
 - 2. All bidders visiting the site must sign their name and firm name, address and telephone number.
 - a. All bidders will receive a visitor's badge which must be worn while visiting.
- B. It is the intent of the North East School District to fully clarify all conditions of the project manual documentation. It is highly recommended that all Bidders contact the North East School District to discuss any items in question during the bidding period so that any questionable items can be resolved and Addenda issued.
- C. The Contractor shall not at any time after submission of the bid, set up any claims whatsoever based upon insufficient data or incorrectly assumed conditions, nor shall the Contractor claim any misunderstanding in regard to the nature, conditions or character of the work to be done under the contract.

1.3.8 REGULATIONS

- A. The law of the place of building shall govern the construction of the project, which is Pennsylvania statewide building code: Act 45 – The Uniform Construction Code

(UCC) Act of 1999, which adopts the International Code Council Family of Codes – 2006, except that the UCC administrative regulations replace chapter 1 of each of the codes.

- B. The general prevailing minimum wage rates, as determined by the Pennsylvania Department of Labor and Industry, Bureau of Labor Law Compliance for Prevailing Minimum Wage, shall be paid for each craft or classification of all workers needed to complete the project should the project qualify as a Public Works Project (subject to the Pennsylvania Prevailing Wage Act P.L. 987 of August 15, 1961).
- C. The Contractor shall contact the local authorities regarding any requirements for Contractor licenses and/or bonding, and any ordinance which may restrict early morning, late evening and/or weekend work hours, as well as any restrictions regarding access routes to the site.
- D. The bidder's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances and codes, and the rules and regulations of all authorities having jurisdiction over the construction of the project shall apply to the project throughout, and they are deemed to be included in the contract the same as though herein written in full.

1.3.9 COMPLETION OF WORK AND LIQUIDATED DAMAGES

- A. The bidder shall submit his bid with the understanding that (1) the Work shall be completed in accordance with Section 2.1 "SCHEDULING REQUIREMENTS OF THE WORK", and the Final Project Completion Date(s) shall be stated therein, (2) the time for the completion of the Work shall be considered of the essence of this Contract, and (3) for the costs of extra inspection, salaries of contingent forces and other expenses entailed by the Owner by delay in completing the contract, said Owner shall be entitled to liquidated damages in the following amounts:

Final Project Completion Date	\$500.00
Final Project Closeout Completion Date	\$400.00

for each and every calendar day's delay from the final completion date(s) specified, not solely caused by the Owner, provided however, that the Contractor shall be entitled to one day in addition to the time stipulated for each work day's delay that may be solely caused by the Owner or conditions beyond the control of the Contractor. Weather conditions will not be considered as reason for extension of time for completion of work. Claims for additional time for delays caused by failure to properly schedule workmen, sub-contractors or material and equipment deliveries will not be considered. Only extension requests, prior approved, in writing, will be honored at completion.

1.3.10 PREPARATION AND PRESENTATION OF PROPOSALS

- A. Each bid must be submitted, in duplicate, upon the enclosed proposal forms. Bids must be delivered in a sealed opaque envelope on or before the time and at the place stated above. Name of the Bidder and Project Name shall appear on the face of the bid envelope.
- B. Bids containing any omissions, conditions, unexplained erasures or alterations or items not called for in Proposal Form, or irregularities of any kind, may be rejected as being incomplete.
- C. Each bid must have the full business address of the Bidder and be signed with the usual signature of the Bidder. Bids by partnerships must furnish the names of all partners and must be signed in the partnership named by an authorized partner or representative.
- D. In submitting bids, bidder shall record all addenda issued, giving addendum number and date.

1.3.11 CONTRACT FORMS

- A. Contracts will be prepared by the School District and reviewed by the Owner's Solicitor.

1.3.12 AWARD OF CONTRACT

- A. The Contract will be awarded as soon as possible to the lowest responsible Bidder, provided the bid is reasonable and it is in the interest of the Owner to accept it.
- B. The Owner shall have the right to accept Alternates in any order or combination and to determine the low Bidder on the basis of the sum of the Base Bid and Alternates accepted on the date of Contract Award.
- C. The Owner reserves the right to waive any informality in bids when such waiver is in the best interest of the Owner.
- D. The Owner reserves the right to reject any and all bids when such rejection is in the interest of the Owner, and to reject the bid of any Bidder, who in the Owners judgment is not in a position to perform the contract.
- E. Each Bidder agrees to waive any claim it has or may have against the Owner and its respective employees, arising out of or in connection with the administration, evaluation, or recommendation of any bid.
- F. The School District shall be permitted a maximum of sixty (60) days from the date of the bid opening for issuing a purchase order. Such order will constitute a valid and binding contract between the School District and Bidder. North East School District reserves the right to terminate this project following the Bid Opening.

1.3.13 CLOSE OUT SUBMITTALS

- A. The contractor shall provide, at a minimum, the following:
 - 1. Recording documents shall consist of a list of materials, which identifies the type and quantity of equipment actually installed.
 - 2. Close-out submittals shall be provided within 15 days following substantial completion; not limited to building drawings, blueprints, warranty certificates, etc.
 - 3. Attend and participate in all walk-through or inspections requested by all governing agencies, inspectors, or owner.

1.3.14 PAYMENT

- A. The School District will make payment in full within 30 days of completion of installation if in satisfactory condition and upon acceptance by the School District.

1.3.15 DEFINITIONS

- A. The Contract Documents consist of the Agreement, the Conditions of the Contract, (General, Supplemental and other Conditions), the Drawings, Project Manual and all Addenda issued, including all modifications thereof incorporated into the Documents before their execution. These form the Contract Documents.
- B. The Owner is the North East School District.
- C. The Contractor is the person, firm or corporation, together with the bounden surety, by whom this Contract has been executed for the performance and completion of the work herein described.
- D. The Subcontractor is the person or entity, firm or corporation having a direct contract with the Contractor and it includes one who furnishes material worked to a special design according to the Plans and Specifications of this work.
- E. The Project is all the work to be performed under this or other Contracts involving construction and the furnishing and installing of material, equipment and utilities as required for the completion and use of the Owner.
- F. Written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the Corporation for whom it is intended, or if delivered at or sent by registered mail to the last known business address known to the person who gives notice.
- G. The term “work” of the Contractor or Subcontractor included labor and/or material.

SECTION 1.4 - BID FORM

North East School District
Administration Office
50 East Main Street
North East, PA 16428

Attention: Mr. Jeff Fox, CPA - Business Manager
Reference: North East High School Auditorium Seat Refurbishment

Bid Opening: March 26, 2019 – 11:00 AM

Dear Mr. Fox:

I (We) the undersigned propose and agree to furnish and install the necessary material to complete the North East High School Auditorium Seat Refurbishment Project for the North East School District as stated below. This proposal is made in recognition of and in compliance with the general terms, conditions and specifications set forth in the bidding documents which I (we) have read and understand. Deviations and exceptions have been clearly stated below.

I (We) understand that the School District retains the right to accept or reject any or all bids and to waive any technical defects and/or form and to award a contract in which the best interests of the School District is served regardless of price.

BID QUOTATION

Please attach product specification sheets and drawings with Proposal Letter.

Total Price for Project (including material and labor) \$ _____

Unit Cost for wooden armrest \$ _____

Completion of Installation Date _____ Date must be stated.

Deviation to the Specifications:

The undersigned warrants that they are an authorized agent empowered to execute and legally bid this proposal.

Contractor: _____

Address: _____

Authorized Signature: _____

Title: _____

Attest: _____

Date: _____

ADDENDA

In submitting this proposal, I acknowledge receipt of the following Addenda, and the cost, if any, of such revisions has been included in the bid sum:

Addendum No.	Dated	Addendum No.	Dated
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

SECTION 1.5 - BIDDERS PROOF OF COMPETENCY

1.5.1 COMPETENCY CRITERIA

- A. In determining the lowest responsible bidder, the Owner will consider the bidder's integrity, efficiency, experience, promptness, and ability to successfully and timely complete the project. The Owner will scrutinize the low bidder's information for full disclosure before a bid is awarded.

1.5.2 BIDDER'S RESPONSIBILITY

- A. It is the bidder's responsibility to demonstrate its competency. Accordingly, the low bidder shall furnish to the Owner, if so requested, within 24 hours of the bid opening the following information and materials:
1. How many years has your organization been in business as a Contractor?
 2. How many years has your organization been in business under its present business name?
 3. List three project owner's references, including their names, addresses, telephone numbers and contact persons.
 4. A statement of whether the bidder, whether as a principal or an office of any predecessor or current entity, has defaulted on a construction project within the previous 4 years and, if so, including information as to:
 - a. The project.
 - b. The project owner.
 - c. The Architect and Construction Manager.
 - d. Circumstances of default.
 5. A listing of all claims made against any bonds issued for the bidder's performance, labor and material payment or maintenance within the past 3 years identifying:
 - a. The project and project owner.
 - b. The surety.
 - c. The claimant.
 6. A listing of all arbitration proceedings or court proceedings completed or in progress during the last 3 calendar years involving the bidder's performance of any construction contract or warranty identifying:
 - a. The parties to such arbitration or litigation.
 - b. The arbitrator, court or forum of such arbitration and litigation.
 - c. The case or docket number of such arbitration.

1.5.3 BID REJECTION

- A. The failure to fully provide the foregoing information to the Owner or its representatives may result in the rejection of the bidder's bid, at the sole discretion of the Owner.

1. Failure to disclose a past or current project in default or in arbitration/ court proceedings is grounds for disqualification.
2. Failure to disclose a past or current school district where a project has been completed or is not yet completed is grounds with disqualification.

B. By the submission of any bid, the bidder agrees that in the event its bid is rejected by the Owner for any reason and such rejection is contested by the bidder through the commencement of legal proceedings, whether in law or equity, the Owner shall be entitled to an award of reasonable attorney's fees and costs if the Owner's rejection of the contested bid is upheld. Affirmed or otherwise not set aside.

1.5.4 COMPETENT WORKMEN

A. Contractor shall comply with the provisions of Section 752 of the School Code, which requires that no person shall be employed under this contract except competent and first-class workmen and mechanics, that no workmen shall be regarded as competent and first-class within the meaning of this Act, except those who are duly skilled in their respective branches of labor, and who shall be paid not less than such rates of wages and for such hours work as shall be established by Legislative Act No. 442.

SECTION 1.6 - GENERAL CONDITIONS

1.6.1 CONCURRENT PROJECTS / PROJECT SUSPENSION

A. Contractor will make every effort to complete the installation without hindering other contractors that may be on North School District property completing work. Contractor agrees to yield, discontinue or temporarily suspend work at any time upon written request by the owner. Contractor agrees to modify their task list (or proposed completion list order) at any time in order to accommodate the completion of other projects being completed on school district property upon request by the owner.

1.6.2 INSURANCE

A. The Insurance required shall be written for not less than the following amounts and submitted on the following form as evidence of this coverage. Coverage shall not be allowed to be cancelled or expire until at least sixty (60) days prior notice has been given to the Business Manager.

1. Workman's Compensation Insurance shall not be written for less than the statutory limits and shall include Employer's Liability Insurance at a limit of not less than Five Hundred Thousand Dollars (\$500,000);
2. Bodily injury and Personal injury shall be insured at a limit of not less than One Million Dollars (\$1,000,000) for each occurrence and Two Million Dollars (\$2,000,000) total aggregate liability;

3. Property Damage shall be insured at a limit of not less than One Hundred Thousand Dollars (\$100,000) for each occurrence and Two Million Dollars (\$2,000,000) total aggregate liability; and
4. Comprehensive Automobile Liability Insurance shall be maintained throughout the term of this agreement to cover owned automobiles; leased, hired or rented automobiles; employers' non-ownership liability; medical payments and uninsured motorists. This same coverage is understood to extend to all trucks and motorized equipment. The limits of liability shall be no less than:
 - a One Million Dollars (\$1,000,000) for each person and One Million Dollars (\$1,000,000) for each occurrence of personal injury and bodily injury; and
 - b Five Hundred Thousand Dollars (\$500,000) for each occurrence of property damage.

1.6.3 STEEL PRODUCTS PROCUREMENT ACT

- A. In accordance with ACT 3 of the 1978 General Assembly of the Commonwealth of Pennsylvania, if any steel or steel products are to be used or supplied in the performance of the contract, only those produced in the United States as defined therein shall be used or supplied in the performance of the contract or any subcontracts there under. In accordance with Act 161 of 1982, cast iron products shall also be included and produced in the United States. Act 141 of 1984 further defines "steel products" to include machinery and equipment. The act also provides clarifications and penalties.

1.6.4 STANDARD OF QUALITY

- A. The various materials and products specified by name or description are given to establish a standard of quality and cost for bidding purposes. It is not the intent to limit the bidder, the bid or the evaluation of the bid to any one material or product specified, but rather to describe a minimum standard that is acceptable. Where proprietary names are used, the words "or alternatives of the quality necessary to meet the specifications" shall follow them. A bid containing an alternative, which does not meet the specifications, may be declared non-responsive. A bid containing an alternative may be accepted but, if an award is made to that bidder, the bidder will be required to replace any alternative, which does not meet the specification.

1.6.5 CLEARANCES

- A. The contractor must provide proof of Child Abuse History, Criminal History, and FBI/Fingerprint clearances to the Owner for each workman or employee who will be employed on this project. This requirement shall also apply to all subcontractors and employees of it, employed on this project. This information shall be complete and submitted to the owner prior to the commencement of work on the project.

1.6.6 PROTECTION / LIABILITY

- A. The contractor shall furnish all labor, materials, and equipment necessary for the protection of the building, occupants, all furnishings and equipment, and landscaping and grounds from damage or harm. The contractor shall remove and replace movable items as necessary. The contractor shall replace or repair; to their original construction, finish, function, and use; any items damaged due to work performed under this agreement. Service and all utilities shall be maintained, without interruption, except as arrangements are approved and scheduled by the owner. The contractor shall provide and maintain barricades, railings, guard lights, and other such warnings and protection to insure the safety of the workmen, public and District employees from any and all hazardous conditions interior or exterior, public or private property resulting from any operation connected with this project.

- B. The contractor shall maintain and enforce all regulations covering fire hazards and shall provide suitable fire extinguisher and/or other protective measures, as necessary. No scissor or boom lifts will be permitted inside school buildings. Scaffolding will be permitted but only after approval from the Business Manager of the North East School District. **All District BUILDINGS and GROUNDS are deemed to be no smoking areas.**

1.6.7 HUMAN RELATIONS / DISCRIMINATION

- A. The provisions of the Pennsylvania Human Relations Act, Act 222 of October 27, 1995 (P.L. 744) (43 P.S. Section 951, Et. Seq) of the Commonwealth of Pennsylvania prohibits discrimination because of race, color, religious creed, ancestry, age, sex, national origin, handicap or disability, by employers, employment agencies, labor organizations, contractors and others. The contractor shall agree to comply with the provisions of this Act as amended that is made part of this specification. Your attention is directed to the language of the Commonwealth's non-discrimination clause in 16 PA Code 49.101.

- B. According to 62 Pa.C.S.A. § 3701, the contractor agrees that:
 - 1. In the hiring of employees for the performance of work under the contract or any subcontract, no contractor, subcontractor or any person acting on behalf of the contractor or subcontractor shall by reason of gender, race, creed or color discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
 - 2. No contractor or subcontractor or any person on their behalf shall in any manner discriminate against or intimidate any employee hired for the performance of work under the contract on account of gender, race, creed or color.
 - 3. The contract may be canceled or terminated by the government agency, and all money due or to become due under the contract

may be forfeited for a violation of the terms or conditions of that portion of the contract.

1.6.8 TAXES

- A. The North East School District is exempt from all Federal and Pennsylvania Sales, Use and Excise taxes as a non-profit education institution holding exemption 76-25830-5. An exemption certificate will be provided to the successful bidder upon request.

SECTION 1.7 - PREVAILING MINIMUM WAGE

1.7.1 PUBLIC WORKS

- A. Notice is given that any project constituting a Public Works Project, and is subject to applicable provisions of the Pennsylvania Prevailing Wage Act (P.L. 987 of August 15, 1961) as amended and supplemented, must appropriate prevailing minimum wage rates and must be paid by contractors in conjunction with the performance of the necessary work.

1.7.2 PREVAILING WAGE RATES

- A. Prevailing wage rates are dictated by the Pennsylvania Department of Labor and Industry.

SECTION 1.8 - ANTI-POLLUTION

1.8.1 NOTICE TO BIDDERS

- A. All rubbish, waste and debris resulting from work on this contract and/or materials deposited on the site by the Contractor, Subcontractor or employee of the Contractor or Subcontractor during the period of this contract shall be removed and legally disposed of by the contractor who shall keep each project area and the entire site clean and all public rights-of-way clear at all times.
- B. Each Contractor and Subcontractor shall comply with regulations and standards of the Bureau of Air Quality, the Bureau of Solid Waste Management, the Bureau of Soil and Water Conservation, the Bureau of Water Quality Management, and other regulations and standards of the Department concerning anti-pollution measures as amended to date. Each Contractor will be solely responsible for any violations and shall be responsible for securing permits, if required. All environmental laws and regulations shall be complied with at all times when disposing of rubbish and debris.
- C. No on-site burning will be permitted on the site.
- D. The contractor shall comply with all applicable laws and ordinances governing the removal and disposal of debris, rubbish and trash on and off the

project area and shall commit no trespass on or off public property in any operation due to or connected with this project. Contractor shall secure its own means of debris, rubbish and trash removal. District garbage dumpsters shall not be used to dispose of debris, rubbish and trash generated by this Project unless written approval is obtained by the Owner.

SECTION 2.1 - SCHEDULING REQUIREMENTS OF THE WORK

2.1.1 SCOPE

- A. All work shall be conducted in accordance with the Scheduling Requirements of the Work as hereafter specified. The Contractor(s) shall be responsible for the means, methods and sequences to implement the specified schedule.
1. Construction schedules representing anything less than a five day work week shall not be permitted.
- B. Scheduling of all work shall be coordinated with the Owner, as well as, access routes to work areas.
1. Work and access within any school district building shall be restricted and monitored during occupied days.
 2. Work and access to district grounds for work completed external to any school district building shall be coordinated with the Owner.
 3. Any shut-offs / shut-downs of any mechanical and/or electrical systems shall be coordinated with the Owner and in no case shall occur without the Owners acknowledgement.
- C. Time Table (All references to “days” shall mean “calendar days”)
1. General:

Bid Opening	3/26/2019
Award of Contract	4/11/2019
Commencement of Work	6/10/2019*
Completion of Work	8/9/2019*
Payment	9/6/2019*

Dates marked with a * shall indicate a “no later than” date where there is no penalty for completing work ahead of schedule. If one item is completed ahead of schedule, the subsequent items may be moved ahead by that many days.

2.1.2 PROCEDURES

- A. Work completed on district property:
1. Contractor shall employ all means necessary to eliminate fumes, dust and other airborne pollutants while completing work. All debris shall be removed immediately.
 2. Contractor is responsible for securing all tooling, equipment and machinery upon the completion of a work day. An acceptable alternative is to remove the equipment from the premises except during working hours.
 3. No scissor or boom lifts will be permitted inside any School District building. Scaffolding shall be permitted pending approval by the North East School District Facilities Supervisor.

SECTION 2.2 - PRODUCT SUBSTITUTION REQUIREMENTS

2.2.1 SUBSTITUTIONS

- A. Substitutions and deviations from specification must be indicated on the Bid Form (Section 1.5).

SECTION 2.3 - PRODUCT REQUIREMENTS

2.3.1 STANDARD OF QUALITY

- A. The various materials and products specified by name or description are given to establish a standard of quality and cost for bidding purposes. It is not the intent to limit the bidder, the bid or the evaluation of the bid to any one material or product specified, but rather to describe a minimum standard that is acceptable. Where proprietary names are used, the words “or alternatives of the quality necessary to meet the specifications” shall follow them. A bid containing an alternative, which does not meet the specifications, may be declared non-responsive. A bid containing an alternative may be accepted but, if an award is made to that bidder, the bidder will be required to replace any alternative, which does not meet the specification.

2.3.2 PRODUCTS

- A. Products: Means raw materials, machinery, components, equipment, fixtures and systems forming Work. It does not mean machinery and equipment used in the preparation, fabrication, conveying and erection of the Work. Products may also include existing materials or components required for reuse, if so specified.
- B. Material and Equipment incorporated into the work shall:
 - 1. Conform to applicable specifications and standards.
 - 2. Comply with size, make, type and quality specified, or as specifically approved in writing by the Owner.
 - 3. Manufactured and Fabricated Products:
 - a. Design, fabricate and assemble in accord with the best engineering and shop practices.
 - b. Manufacture like parts of duplicate units to standard sizes and gages, to be interchangeable.
 - c. Two (2) or more items of the same kind shall be identical, by the same manufacturer.
 - d. Products shall be suitable for service conditions.
 - e. Equipment capacities, sizes and dimensions shown, or specified, shall be adhered to unless variations are specifically approved in writing.

4. Do not use materials and equipment removed from existing premises, except as specifically permitted by the Contract Documents.
5. Provide interchangeable components for the same manufacturer, for similar components.
6. Reference and meet all known applicable codes (including Pennsylvania Labor and Industry building codes, ASTM, local municipality codes, etc).

2.3.3 TRANSPORTATION AND HANDLING

- A. Arrange deliveries of products in accord with project construction schedules.
- B. Transport and handle products in accord with the manufactures instructions.
- C. Promptly inspect shipments to assure that products comply with requirements and that shipments are undamaged.
- D. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement or damage.

2.3.4 STORAGE AND PROTECTION

- A. Store and protect products in accord with manufacturers' instructions. Store sensitive products in weather tight, climate controlled enclosures. Contractor is responsible for securing all on-site products.
- B. Provide off-site storage and protection when site does not permit on-site storage.
- C. Arrange storage of products to permit periodic inspection.

SECTION 2.4 - PROGRESS AND FINAL CLEANING

2.4.1 SCOPE

- A. Work included: Throughout the construction period, maintain the buildings and site in a standard of cleanliness as described in this section.

2.4.2 STANDARD OF QUALITY

- A. Conduct daily inspections to verify requirements for cleanliness are being met.
- B. In addition to the standard described in this section, comply with pertinent requirements of governmental agencies having jurisdiction.

2.4.3 CLEANING MATERIALS AND EQUIPMENT

- A. Provide required personnel, equipment and materials needed to maintain specified standard of cleanliness.
- B. Use only those cleaning materials which will not create hazards to health or property and which will not damage property.
- C. Any chemical brought onto district property to be used in preparation, construction or cleaning of any district owned piece of equipment or property shall have a Material Safety Data Sheet (MSDS) filed on-site at a location to be designated by the district facilities supervisor.

2.4.4 COMPATIBILITY

- A. Use only those cleaning materials and equipment which are compatible with the surface being cleaned.
- B. Use only those cleaning materials and methods recommended by the manufacturer of the surface being cleaned.
- C. All cleaning materials and equipment shall be used according to the manufacturers' recommendations.

2.4.5 PROGRESS CLEANING

- A. General:
 - 1. No storage or staging of materials shall be permitted within any district building without the written approval of the Owner.
 - 2. Do not allow the accumulation of scrap, debris, waste material and other items not required for the construction of this work.
 - 3. Maintain job site in a neat and orderly condition.

2.4.6 FINAL CLEANING

- A. Final cleaning shall be executed prior to the request for final inspection and acceptance by the Owner.
- B. "Clean", for the purpose of this section and except as may be specifically provided otherwise, shall be interpreted as meaning the level of cleanliness generally provided by professional skilled cleaners using commercial quality equipment and materials.
- C. Prior to completion of work, remove from the job site all tools, surplus materials, equipment, scrap, debris and waste.
- D. Site:
 - 1. Clean the site of rubbish, litter and other foreign substances as a result of construction activity.
 - 2. Completely remove resultant debris.
- E. Structures:
 - 1. Exterior:

- a. Visually inspect exterior surfaces including doors and windows and remove all traces of soil, waste materials, smudges and other foreign matter as a result of construction activity.
2. Interior:
- a. Visually inspect interior surfaces, including doors, windows, glass, equipment, etc. and remove all traces of soil, dust, waste materials, smudges and other foreign matter.
 - b. Remove all traces of splashed material from adjacent surfaces.
 - c. Remove specified flooring protection and mop hard floor surfaces or vacuum carpeted areas. Leave concrete floors broom and vacuum clean.
 - d. Remove labels that are not permanent labels.
 - e. Wipe surfaces of mechanical equipment.
 - f. Remove excess lubrication and other surfaces.

F. Schedule final cleaning as approved by the Owner.

SECTION 3.1 - DEMOLITION AND SALVAGE MATERIALS

3.1.1 SCOPE

- A. The Contractor shall provide all items, articles, materials, equipment, operations or methods listed, mentioned, or scheduled on the Drawing and/or herein specified, including all labor and incidentals necessary and required to complete demolition work. The demolition work consists of, but is not necessarily limited to the following:
 - 1. Protecting all trees, monuments, bench marks and natural features of site areas designated to remain unchanged.
 - 2. Protecting all existing building features and finishes designated to remain.
 - 3. Certain existing materials may require removal and salvaging for re-installation and may be identified on the drawings. Materials removed and salvaged for reuse in the alteration work shall include but not limited to the following:
 - a. Top soil
 - b. Excavated materials
 - 4. Materials removed but not salvaged for reuse may remain the property of the Owner (unless refused).
 - 5. Owner shall have the first option at retaining title to removed materials.

- B. Demolition shall include removal from its current installed state.

3.1.2 REGULATIONS

- A. Contractor shall obtain required approvals / permits from the appropriate authorities for material disposal off-site.

- B. Contractor shall not obstruct any emergency entrances, roadways, fire lanes, sidewalks or hydrants without approval from the Owner.

- C. The Contractor shall comply at all times with applicable federal, state and local laws, provisions and policies governing safety and health, including the Federal Construction Safety Act (Public Law 91-54), Federal Register, Chapter XVII, Part 1926 of Title 29 Code of Federal Regulations, Occupational Safety and Health Regulations for Construction, and subsequent publications updating these regulations.

3.1.3 PROCEDURES

- A. The Contractor shall execute demolition work in a manner to insure existing building against any damage resulting there from.

- B. During demolition operations, take necessary precautions / measures to prevent dust or dirt from rising and avoid dust, dirt and debris entering surrounding buildings. Avoid unnecessary noise.

SECTION 4.1 - PROJECT SCOPE

4.1.1 APPLICABILITY

A. All sections of this document apply to this section.

4.1.2 DESCRIPTION OF WORK

A. The work to be performed under these specifications and the accompanying drawings comprise the furnishing of all labor, materials, tools and other services and facilities necessary for the complete installation of, but not necessarily limited to the following:

1. Measure and prepare a seat plan illustrating the existing installation of seating, including individual seat sizes
2. The old seat cover and foam shall be removed from the seat pan and inner back
3. Installation of new, individually molded polyurethane foam pad shall be glued to the seat spring assembly. The molded foam pad shall be prime grade virgin foam with a density of 2.8 pounds per cubic foot with compression of 55 pounds or greater and will meet or exceed the C117 fire code. The molded pads shall be 3.5 inches thick at front edge approximately 2 inches thick at the rear, 1.5 inches thick at center with a half inch overhang at the front and eighth inch overhang at the back and sides. The foam pads shall be molded to exactly fit the contours of each spring size unit. The molded seat foam shall have a nylon mesh (Stabilon or similar product approved by District) molded into the bottom of the foam to prevent the springs from abrading the foam. If molded foam cannot be used due to the age of the existing spring unit slab foam can be utilized
4. Installation of new polyurethane foam pad shall be glued to the seat inner back. This pad shall be prime grade virgin foam measuring not less than 1 inch thick with a density of 1.1 pounds per cubic foot with compression of 15 pounds or greater and will meet or exceed the C117 fire code.
5. The back will be upholstered on the front side and the fabric will be installed smooth, evenly taut with no visible fasteners. The fabric will run in the same direction on all pieces.
6. The seat cushion will be upholstered and the sewn cover will be installed smooth, evenly taut with no visible fasteners. The fabric will run perpendicular to the front seat edge and in the same direction.
7. Fabric will be supplied by Absecon Mills and color shall be selected from their Sherpa- Shire fabric card or alternate approved by district
8. Prior to upholstering, the fabric will be checked for flaws and the pattern will be laid out with attention to pattern and nap direction

4.1.3 SPECIFICATIONS

A. Remove, Refurbish and reinstall approximately 862 auditorium seats

B. Replace wooden armrests per unit cost supplied in bid

SECTION 4.2 – MATERIALS

4.2.1 GENERAL

A. All materials used in the construction of this Project shall be of typical commercial grade material used in the installation.

1. Hardware and miscellaneous parts

a. All hardware used in the installation (including screws, bolts, nuts, washer, fittings) shall be of commercial grade.

SECTION 4.3 – LABOR

4.3.1 GENERAL

A. Refer to Section 1.7.

B. Installation to be performed during summer daylight hours (M-F 6:30 a.m. to 3:00 p.m. unless otherwise arranged with site owner.).

SECTION 4.4 – PERMITS

BUILDING PERMITS

A. The Contractor is responsible for acquiring any required building permits from the local authority having building code jurisdiction (any permit fee's must be included in Bibber's Bid price).

B. The Owner will provide authorization for any permit application where authorization from a district representative is required.

4.4.2 COMMUNICATION

A. The Contractor is responsible for notifying, informing, coordinating and communicating with local agencies and municipalities throughout the project (agencies including but not limited to North East Township, North East Borough, Erie County Health Board, etc.). Any associated fees must be included in Bidder's Bid price.

B. Any notification required for any federal or state agency (i.e. Department of Environmental Protection, Environmental Protection Agency, Department of Labor and Industry) shall be completed by the Contractor.