



# Oxford - USD 358

# **Oxford JR/SR High School**

# **AUDITORIUM THEATER SEATING**

# 2020



HANNEY & ASSOCIATES ARCHITECTS 1726 S. HILLSIDE ▪ WICHITA, KANSAS 67211 ▪ (316) 683-8965 ▪ Fax (316) 684-1441 ▪ Email HArchitect@AOL.Com



# **Theater Seats Separate Contract at Oxford High School Auditorium**

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# **SECTION 00100**

# **INVITATION TO BID & INSTRUCTIONS TO BIDDERS**

# **Oxford High School Auditorium – Stage Lighting**

Oxford Unified School District 358 Oxford, Kansas

Drawings and Specifications Dated January 2020.

#### **1. SCOPE OF PROJECT:**

The Specifications and the accompanying drawings are intended to provide for all materials and labor necessary for the <u>Stage Lighting at Oxford High School Auditorium, for Oxford Unified School</u> <u>District 358</u>, Oxford, Kansas.

# 2. CONTRACT DOCUMENTS:

- 2.1 The General Contractor may obtain drawings and specifications from the office of the Architects, HANNEY & ASSOCIATES ARCHITECTS, 1726 South Hillside, Wichita, Kansas 67211, upon the deposit of \$200.00 for each set of documents (No deposit for separate contracts). Full deposit for one set of documents will be refunded to proposers who submit proposals, upon their return in good condition within two weeks after date proposals are received. No refund of deposit will be made to Contractors who do not submit proposals unless all documents are returned in good condition one week prior to time set for receiving bids. Additional sets of documents may be obtained by contractors, sub-bidders or material suppliers at cost of reproduction, postage and handling (minimum charge \$2.00), for which there will be no refund.
- 2.2 Contract Documents are on file and may be viewed at the office of the Architect, and;
  - A. Kansas Construction News, 230 Laura, Wichita, KS

# **3. PROPOSAL PROCEDURE:**

- 3.1 Bid Date:
  - 1. Sealed proposal for this project will be received by the Owners, The Board of Education, Oxford Unified School District 358, Oxford, Kansas at the District Office, 515 N. Water, Oxford, Kansas 67119 on January 31, 2020 up to and until <u>1:30</u> p.m.
  - B. At which time proposals received will be opened and read publicly. Any proposals received after closing time will be returned unopened.
- 3.2 Should a proposer find discrepancies in, or omissions from the drawings or documents, or should he be in doubt as to their meaning, he shall at once notify the Architect, who will send

written instructions to all proposers. Neither Owner nor Architect will be responsible for any oral instructions.

- 3.3 Proposals shall be made upon the <u>PROPOSAL FORM</u> or exact copy thereof bound into the specifications. Fill in all blanks on the <u>PROPOSAL FORM</u> clearly with ink. Erasures or other changes in a proposal must be explained or noted over the signature of the proposer. Signatures shall be in longhand by a principal duly authorized to sign contracts, and if proposal is by a corporation, the signature shall be accompanied by the corporate seal impression. Proposals shall contain neither alterations nor recapitulation of work to be done.
- 3.4 Separate contractors shall adhere to a Date of Substantial Completion as will be bid by a general contractor for the overall Oxford High School Auditorium project. Separate contractors are to coordinate scheduling and delivery with the successful general contractor for this project.
- 3.5 Each proposer is required to bid all alternates included in the Proposal Form, except that should he desire not to bid an alternate he may insert the words "no bid" in the space provided for prices for such alternate. In such case, if it is determined to use such alternate, the fact that the cost of the type or method bid in the proposal may be lower than that chosen shall not constitute the basis of a claim by the proposer that the contract shall be awarded to him. If an alternate price called for involves no change in price, proposer shall so indicate by writing the words "no change" in the space provided.
- 3.6 No oral or telephonic proposals or modifications will be considered. No telegraphic proposals will be considered, but modification by telegraph of proposals already submitted will be considered if received prior to time set for proposal opening.
- 3.7 Before submitting his proposal, each proposer shall carefully examine all documents pertaining to the work, visit the site of work, and fully inform himself as to all existing conditions under which the work will be performed. Submission of a proposal will be considered presumptive evidence that the proposer is fully aware of the Contract Documents, pertinent state and markets, and has made allowances in his proposal for all work and all contingencies.
- 3.8 Any addenda issued during the time of preparation of proposals are to be acknowledged in the Proposal Form and in closing a contract, they will become a part thereof.
- 3.9 Enclose the proposal along with the required Proposal Security, in an opaque envelope: Proposal For:

Oxford High School Auditorium – Stage Lighting

Oxford Unified School District 358

Oxford, Kansas

Name of Bidder

# 4. **PROPOSAL SECURITY:**

- 4.1 Proposal Security, consisting of a bid bond, certified check or cashier's check on a solvent bank must be enclosed with each proposal for at least five percent (5%) of the Base Proposal.
- 4.2 Proposal Security shall be made payable, without condition to **Oxford Unified School District #358**, Oxford, Kansas as a guarantee that the bidder, if awarded the contract, will promptly execute the formal contract in accordance with the proposal and as required by the other Contract Documents, and that he will furnish good and sufficient bonds for the faithful performance in each category of work will be retained until the contract is awarded or other disposition is made thereof. Proposal Security of all bidders will be returned promptly after the canvass of proposals.
- 4.3 Performance Bond and Statutory Bond will be required in an amount of 100% of the contract amount. Such bonds shall be in such form as indicated in the Revisions in the General Conditions and registered at the **Sumner County Courthouse**.

# 5. PROPOSAL WITHDRAWAL:

A Proposal may be withdrawn on written or telegraphic request received from proposer prior to time for proposal opening. No proposal may be altered or withdrawn for a period of at least thirty (30) days after opening of proposals.

# 6. SUBSTITUTIONS:

- 6.1 The materials, products and equipment described in the bidding documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution.
- 6.2 No substitution will be considered unless written request for approval has been submitted by the bidder and has been received by the architect at least ten (10) days prior to the date for receipt of bids. Each such request shall include the name of the material or equipment for which it is to be substituted and a completed description of the proposed substitute including drawings, cuts, performance and test data and any other information necessary for an evaluation. A statement setting forth any changed in other materials, equipment or work which incorporation of the substitute is upon the proposer. The Architect's decision of approval disapproval of a proposed substitute shall be final.
- 6.3 If the Architect approves any proposed substitute, such approval will be set fort in an addendum. Bidders shall not rely upon approvals made in any other manner.

# 7. AWARD OF CONTRACT:

Contract will be awarded as soon as possible to the responsible proposer submitting the lowest acceptable proposal (i.e. combination of Base Proposal and accepted alternates, with due consideration to unit prices), provided:

- 7.1 Evidence of the experience, qualifications and financial responsibility of the bidder and his subcontractors, and the time of completion are all-acceptable to the Owner.
- 7.2 Manufacturer's Guarantee, Service Warranty and financial responsibility of manufacturer.
- 7.3 The total of acceptable proposals is within the financial budget for the project.
- 7.4 The Owner reserves the right to reject any or all proposals, to accept or reject alternate proposals and unit prices, and to waive all technicalities concerning the proposals received when it may be in his best interest to do so.

# End of Section 00100

# **SECTION 00157**

# THEATER SEATS PROPOSAL

# FOR

#### **OXFORD HIGH SCHOOL AUDITORIUM**

Date: \_\_\_\_\_

(\$

Oxford High School Auditorium Oxford USD 358 Oxford, Kansas

The undersigned, in compliance with your invitation for bids for the <u>Theater Seating</u> at Oxford High School Auditorium, for Unified School District #358, Oxford, Kansas, having examined the site of the work, and being familiar with all the conditions surrounding the work, hereby propose to furnish all labor, materials and supplies and do all work necessary for the project in accordance with the contract documents at the price stated below. These prices are to cover all expenses incurred in performing the required work under the Contract Documents of which this Proposal is a part.

#### BASE PROPOSAL:

For all the work described in the specifications and shown on the plans for the <u>Theater Seating</u> at Oxford High School Auditorium, for Unified School District #358, Oxford, Kansas; I or (we) agree to perform all the work and furnish all materials complete for the sum of:

#### TIME OF COMPLETION:

The <u>General Contractor</u> is bidding a completion date, with liquidated damages in the sum of Two Hundred Dollars (\$200.00) for each day thereafter, Sundays and Legal Holidays excluded, that the Contract remains incomplete, which sum is agreed upon as the proper measure of liquidate damages which the Owner will sustain per diem by the failure of the undersigned to complete the work at the time stipulated, and this amount is not to be construed as a penalty in any sense.

*This Contractor will be required to meet the time constraints established by the General Contractor.* 

Generally, the completion date will be the Summer of 2020.

The General Contractor is responsible for scheduling the work on this project.

*This Contractor shall coordinate delivery and installation with the General Contractor.* 

This Contractor shall be responsible for removing their debris from the site.

Dollars).

#### **Theater Seating - ALTERNATE NUMBER ONE – CAST ALUMINUM STANDARDS:**

This alternate considers the additional costs to use Cast Aluminum Standards as specified. The amount of the Base Bid will be increased/decreased/unchanged by the following amount:

Dollars (\$).

<u>Theater Seating - ALTERNATE NUMBER TWO-END PANELS</u>: This alternate considers the additional costs to add end panels as specified. The amount of the Base Bid will be increased/decreased/unchanged by the following amount:

Dollars	(\$	)
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#### **DECLARATION**:

The undersigned declares that he has carefully examined and understands all Bid Documents, including Invitation to Bid, instructions to Bidders, Drawings, Specifications, and Addenda, that he has visited the location of the work and familiarized himself with all conditions under which the work is to be performed, including all pertinent codes and the conditions of labor and material markets, that he has checked quantities and prices, that he has made allowance in his bid for all work and all contingencies, and understands that in signing this bid he waives all right to plead any misunderstanding regarding the same.

The undersigned acknowledges receipt of the following Addenda to the Drawings and/or Specifications.

(Give number and date of each.)

Respectfully Submitted,

(legal name of bidder)

(Signed by authorized officer)

(address of bidder)

Seal (If bid is by a corporation)

(title)

End of Section 00157

Section 00157

#### **SECTION 00300**

#### SPECIAL CONDITIONS

#### 1. A.I.A. GENERAL CONDITIONS:

A.I.A. Document A201 "General Conditions of the Contract for Construction", 1997 Edition, hereinafter referred to as the "A.I.A. General Conditions", is hereby made a part of this Specification, as if hereto attached or herein repeated. Contractor shall consult this document and become intimately familiar with its contents before submitting his proposal. Copies are available for purchase from the American Institute of Architects, 1735 New York Avenue, N.W., Washington D.C. and from local A.I.A. offices.

#### 2. WORK INCLUDED:

These Specifications and the accompanying Drawings are intended to provide for all materials and labor necessary for the <u>Theater Seating Contract for Oxford High School Auditorium, for Oxford</u> <u>Unified School District 358, Oxford, Kansas.</u>

#### 3. INTERPRETATION OF DOCUMENTS:

If any person contemplating submitting a bid for the proposed Contract is in doubt to the meaning of any part of the Plans, Specifications, or other proposed Contract Documents, he may submit to the Architect a written request for an interpretation thereof, prior to 48 hours of the hour of opening bids. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by Addendum duly issued and a copy of such Addendum will be mailed, faxed or delivered to each person receiving a set of such documents.

#### 4. **VERIFICATION OF DOCUMENTS**:

Before submitting his proposal, each bidder shall check his set of Specifications and Drawings and advise the Architect if any sheets are missing.

- 4.1.1 Enumeration of Specifications appears in the Specifications Index.
- 4.1.2 Enumeration of Drawings appears on Sheet Number One (1) of the Plans.

#### 5. **CONTRACT DOCUMENTS**:

The Contract Documents consist of: The Agreement, the conditions of the Contract (General Conditions, Revisions in General Conditions and Supplementary General Conditions), the Drawings, the Specifications, all Addenda issued prior to the execution of the Agreement, and Change Orders thereafter.

#### 6. **DOCUMENTS FURNISHED:**

- 6.1.1 Contractors will be furnished free of charge the following number of sets of Working Drawings and Specifications, including all modifications thereof: Theater Seating Contractor 3 sets
- 6.1.2 Contractor shall pay the actual cost of reproduction for all additional sets requested by him.

# 7. **PROPOSALS:**

Bidders are required to use the Proposal Form furnished by the Architect, which shall be made part of the Contract Documents. Each proposal must be accompanied by a certified check, cashiers check, or bid bond acceptable to the Owner, in the amount of five (5) percent of the base bid, payable to the Owner, without condition, as a guarantee that the bidder if awarded the contract will promptly execute such Contract in accordance with proposal and in the manner and form required by the Contract

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Documents, and will furnish good and sufficient bond for the faithful performance of same. The bid security of the three lowest bidders will be retained until the Contract is awarded or other disposition is made thereof. The bid security of all bidders except the three lowest will be returned promptly after the canvass of bids.

#### 8. **EXAMINATION OF PREMISES:**

This Contractor shall carefully examine the premises before submitting his bid. No allowance will be made for lack of full knowledge of all conditions, except underground conditions as are indeterminable before the commencement of the work.

# 9. CHANGES:

- 9.1 It is understood that the Owner shall have the right during the progress of construction to make any alterations, additions, or omissions that he may desire to work, or material herein specified or shown on the Drawings. The same shall be carried into effect by this Contractor without in any way violating the Contract, but if such changes are made, the value of same must be agreed upon in writing between Owner, Architect, and Contractor.
- 9.2 No omissions will be allowed, or extra work paid for unless ordered in writing by the Architect.

#### 10. SPECIAL WORK NOT INCLUDED:

The Owner reserves the right to have special work, not included in the Contract, done during the course of the work herein included.

#### 11. **PERMITS:**

This Contractor shall obtain and pay for all permits, surveys, plan review fee's and inspector's fees required for this project without additional cost to the Owner. (Sedgwick County and City of Oxford)

#### 12. **RESPONSIBILITY FOR ACCIDENTS:**

This Contractor must bear all loss of damage from accident which may occur to any person or persons, by or on account of the execution of this work, until possession is taken by the Owner. The General Contractor must provide all legal and necessary guard railing, lights, warning signs, etc., during the progress of the work.

#### 13. **INSURANCE:**

13.1 This Contractor shall purchase and maintain coverages required by the General Conditions of the Contract, Paragraph 11.1 and these Specifications in the following minimum amounts, and provide the Owner, through the Architect, three copies of a Certificate of Insurance on A.I.A. form G705.

	KIND OF INSURANCE	LIMITS OF LIABILITY
13.1.1	<ol> <li>Workmen's Compensation</li> <li>Employer's Liability</li> </ol>	Statutory Workmen's Comp.
	Bodily injury by Accident	\$100,000.00 each occurrence
	Bodily Injury by Disease	\$500,000.00 each employee
	Bodily Injury by Disease	\$500,000.00 policy limit
	Aggregate Disease	

# 14. **DIMENSIONS:**

Figures given on the Drawings govern scale measurements and larger scale drawings govern smaller scale drawings.

#### 15. MATERIALS AND WORKMANSHIP:

All materials and workmanship are to be the best of their several kinds, unless specified to the contrary. This Contractor is to furnish all accessories needed, such as scaffolding, forms, protection and all other temporary work, required for the proper completion of their work.

#### 16. **DEFECTIVE OR IMPROPER WORK:**

Any work or materials not conforming to the specifications must be removed by this Contractor and replaced by approved materials or work without extra compensation. All condemned material must be removed from the premises immediately.

#### 17. **PROTECTION:**

All materials in or designed for the work shall be at all times suitably housed or protected, particular care being taken of all finished parts.

#### 18. **PRIVY:**

The General Contractor for the project will to provide a temporary privy that may be used by this Contractor.

#### 19. **DISRUPTION OF SERVICES:**

Before digging or trenching commences, each Contractor shall verify with Public Service Companies all known plumbing, gas and underground electrical lines.

#### 20. CLOSING-IN WORK:

- 20.1.1 The General Contractor shall notify the Owner, all Contractors and subcontractors under the Owner, when he is ready for them to install their portions of their work and see that they comply with any reasonable period of time. Neither enclose nor cover any piping, wiring, ducts, equipment or other items until proper tests, observations, and/or inspections have been made by the Architect and/or proper authorities.
- 20.1.2 Notify the Architect to observe any work when placing of subsequent work would prevent observation of previous work.

#### 21. FINISHING:

- 21.1.1 Adjust windows, doors, drawers, hardware, appliances, motors, valves, controls and other equipment for proper operations.
- 21.1.2 Seal exterior joints between materials to form a waterproof enclosure.
- 21.1.3 Touch-up imperfections in surfaces, paint and other finishes after all Contractors and Tradesmen have completed their work.
- 21.1.4 Clean surfaces using appropriate materials and methods that will thoroughly clean but not damage materials and their finishes, nor damage or adversely affect other materials in the project.

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# 22. COMPLETED WORK:

- 22.1.1 Completed work shall find materials structurally sound, free from scratches, abrasions, distortions, chips, breaks, blisters, holes, splits or other disfigurement considered as imperfections for the specific material. Equipment shall operate properly to design performance capacities and requirements.
- 22.1.2 Finished installations shall illustrate first class workmanship.
- 22.1.3 Completed surfaces shall be thoroughly clean and free form foreign materials and stains.

#### 23. **PERMANENT SYSTEMS:**

Install, connect, service and operate permanent systems at earliest practical dates, except as may be modified by special conditions of these specifications.

#### 24. **GUARANTEE:**

This Contractor shall be responsible for and shall make good any defects due to faults in labor and materials, which may arise or be discovered within one (1) year after the completion of the work and its acceptance by the Architect.

#### 25. **RETURNING DRAWINGS & SPECIFICATIONS:**

All drawings and Specifications must be returned to the Architect before the final certificate will be issued to this Contractor.

#### 26. WRITTEN WORDS IN PROPOSAL:

In case of a difference between words and figures in a proposal, the amount stated in written words shall govern.

#### 27. TRASH AND DEBRIS:

Each Contractor shall be responsible to remove all loose paper, cardboard, etc. from the site in a consistent manner to avoid blowing of trash and debris. The General Contractor shall be responsible for maintaining a central trash receptacle that can be used by all contractors.

# 28. **TEMPORARY HEATING AND COOLING:**

This is not necessary on this project as the permanent heating and air condition are in place.

#### 29. TEMPORARY WATER & SEWER:

This is not necessary on this project as the permanent water and sewer systems are in place.

# **30. TEMPORARY LIGHTING & POWER:**

This is not necessary on this project as the permanent light and power systems are in place.

# 31. SALES TAX EXEMPTION:

- 31.1.1 Materials and equipment incorporated into this project are exempt from payment of Kansas Sales Tax and such Sales Tax shall be excluded from bidder's proposal.
- 31.1.2 The Owner will provide this Contractor with a proper exemption certificate number within ten (10) days of Contract date. Upon issuance of a proper exemption certificate number to this Contractor, this Contractor shall assume full responsibility for his own proper use of the certificate number and shall pay all costs of any legally assessed penalties relating to this Contractor's improper use of the exemption certificate number.

31.1.3 Should the Owner fail to provide a proper exemption certificate number, the amount of the Sales Tax for the project shall be allowed as an extra to the Contract amount.

#### 32. **TAXES:**

This Contractor shall make all necessary forms for and shall pay for all taxes on labor and materials, such as Sales Tax, Social Security Tax, Withholding Tax, etc., without additional cost to the Owner, where such taxes are required by the State and Federal Laws.

# 33. **OMISSIONS:**

- 33.1 The Drawings and Specifications are intended to incorporate anything shown on the Drawings but not mentioned in the Specifications or vice versa, or anything not expressly set forth in either, but which is reasonable implied, shall be furnished as though specifically shown and mentioned in both, without any charge.
- 33.2 Should anything be omitted from the Drawings, necessary to the proper construction of the work herein described, it shall be the duty of this Contractor to so notify the Architect before signing the Contract and in the event of this Contractor failing to give such notice, he shall make good any damages of defects in his work caused thereby without extra charge.

# 34. **PROTECTION OF WORK AND PROPERTY**:

The General Contractor shall take charge of and assume general responsibility for proper protection of the building during construction. They shall further provide substantial enclosures at all openings as necessary for protection, including doors and locks. Each Contractor shall assume responsibility for his materials stored on the premises.

# 35. EQUAL EMPLOYMENT OPPORTUNITY:

Sections 1 through 5 of K.S.A. 44-1030 (as follows) shall be included in this Contract except those sub-contractors, vendors or suppliers whose cumulative dollar total in any fiscal year is \$5,000 or less, or who have fewer than four (4) employees:

- 35.1.1 This Contractor shall observe the provisions of the Kansas Act against discrimination and shall not discriminate against any person in the performance of work under the present Contract because of race, religion, color, sex, physical handicap unrelated to such person's ability to engage in the particular work, national origin or ancestry;
- 35.1.2 In all solicitations or advertisements for employees, this Contractor shall include the phrase, "equal opportunity employer," or a similar phrase to be approved by the commission;
- 35.1.3 If this Contractor fails to comply with the manner in which this Contractor reports to the commission in accordance with the provisions of K.S.A. 1976 Supp. 44-1030, as amended, he shall be deemed to have breached the present Contract and it may be cancelled, terminated or suspended, in whole or in part, by the contracting agency;
- 35.1.4 If this Contractor is found guilty of a violation of the Kansas Act against discrimination under a decision or order of the commission which has become final, this Contractor shall be deemed to have breached the present Contract and it may be cancelled, terminated or suspended, in whole or in part, by the contracting agency;
- 35.1.5 This Contractor shall include the provisions of Paragraphs (1) through (4) inclusively of this Subsection (a) in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

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#### **36. EQUIPMENT VERIFICATION:**

- 36.1.1 This Contractor shall check physical sizes of all material and equipment furnished under this Contract and require other Contractors and Owner to verify sizes of their equipment, in time to allow ample room for transporting equipment to and installing in its final location before enclosing spaces for it. Notify Architect in writing of any openings, ceiling heights or enclosures that are insufficient to accommodate equipment; such notice in ample time for Architect to direct necessary adjustments before such openings, ceilings or enclosures are placed.
- 36.1.2 Before construction proceeds to point that would prevent necessary modifications, this Contractor shall check Drawings, Specifications, Shop Drawings and Change Orders and notify Architect, in writing, of any Mechanical/Electrical services and/or connections required but not indicated, or incorrectly indicated, for equipment furnished. Failing to do so, Contractor furnishing equipment provide required services and/or connections at his expense.

#### 27. **REPAIRS:**

Unless the Architect grants permission to repair any defective work, remove defective work from project and replace with new work in accordance with Contract Documents, permission to repair such work shall not constitute a waiver of Architect's right to require complete replacement of defective work if repair operation does not restore quality and appearance of member or surface to Architect's satisfaction. If permission is granted, repair according to Architect's direction.

#### 38. LAWS AND ORDINANCES:

- 38.1 This Contractor is required to familiarize himself with and observe all laws, ordinances and regulations relating to the work, and such laws, ordinances and regulations are hereby incorporated in and made a part of these specifications and the Contract for this work.
- 38.2 All work shall comply with the Americans with Disabilities Act.

#### **39. COMMENCE WORK:**

Work may commence with Owner's approval.

# 40. **APPROVED EQUALS:**

Company's approved equals to the original specified suppliers are required to meet all requirements of the plans, specifications, and standards of performance and construction as established by the first named originally specified manufacturer's product.

#### End of Section 00300

# **SECTION 12610**

# **THEATER SEATING**

# FIXED AUDIENCE SEATING – SEPARATE CONTRACT

#### PART 1: GENERAL

#### 1.01 SUMMARY

- A. Section Includes: Fixed upholstered chairs with self-rising mechanisms, aisle and intermediate standards.
  - 1. Typical applications include the following:
    - a. Floor mounted chairs.
    - b. Refer to drawings for various options to the chairs.

#### **1.02 REFERENCES**

- A. American Welding Society (AWS):
  - 1. AWS D1.1 Structural Welding Code Steel.
  - 2. AWS D1.3 Structural Welding Code Sheet Steel.
- B. American Institute of Steel Construction (AISC):
  - 1. AISC Design of the Hot Rolled Steel Structural Members.
- C. American National Standards Institute (ANSI).
- D. American Iron & Steel Institute (AISI):
  - 1. AISI Design Cold Formed Steel Structural Members.
- E. Aluminum Association (AA):
  - 1. AA Aluminum Structures, Construction Manual Series.
- F. American Society for Testing materials (ASTM):
  - 1. ASTM Standard Specification for Properties of Materials.
- G. National Forest Products Association (NFPA):
  - 1. NFPA National Design Specification for Wood Construction.

- H. National Bureau of Standards/Products Standard (NBS/PS):
  - 1. PSI Construction and Industrial Plywood.
- I. American with Disability Act (ADA):
  - 1. ADA Standards for Accessible Design.

# **1.03 MANUFACTURER'S SYSTEM ENGINEERING DESCRIPTION**

- A. Structural Performance: Engineer, fabricate and install fixed audience seating to the following structural loads without exceeding allowable design working stresses of materials involved, including anchors and connection. Apply each load to produce maximum stress in each respective component of each audience seat unit.
- B. Manufacturer's System Design Criteria:
  - 1. Seats and Backs:
    - a. Shall embody a timeless sculptured appearance to harmonize with any architectural form or room décor.
    - b. Shall exhibit moderate compound contours for supportive comfort, avoiding excess anatomical pressures.
    - c. Seat shall be semi-cantilevered, self-centering, automatic, three-quarter (3/4) lift with over center retract feature, for ease of passage and janitorial access.
    - d. Seat shall be tested and professionally certified through an independent testing laboratory to support and withstand an evenly distributed 600 lb. [272 Kg] static load without failure or irregularities that would impair usefulness.
    - e. Self-lifting seat shall be tested and professionally certified through an independent testing laboratory to withstand 350,000 operating cycles without failure of seat mechanism or measurable component wear.
    - f. Seat shall be tested and professionally certified to withstand 10,000 impacts of a 40 lb. [18 Kg] sandbag dropped on the center of the seat from each of the following heights: 6" [152 mm], 8" [203 mm], and 12" [305 mm]. The rate of impacts shall be approximately 18 per minute with the total quantity of impacts equaling 40,000.
    - g. Back shall withstand an evenly distributed front or rear static load of 450 lbs. [205 Kg].
    - h. Back shall be tested and professionally certified to withstand, without failure, 40,000 swinging impacts each to the front and rear of the back by means of two opposing 40 lb. [18 Kg] sandbags. The sandbags shall be moved horizontally and equally for 10,000 cycles each at the following distances: 6" [152 mm}, 8" [203 mm], 10" [254 mm] and 12" [305 mm] at a rate of 35 cycles per minutes.
    - i. Back shall withstand, without failure, an evenly distributed Horizontal Traverse Static Load of 200 lbs. [90.70 Kg]. The load shall be applied to the top of the back at a 45-degree angle to the row of seats.

- j. Armrest shall be tested and professionally certified to withstand, without failure, a 200 lb. [91 Kg] static load applied both perpendicular to and vertically down on the arm.
- 2. Materials (Flammability) shall satisfy applicable test, codes, standard, or requirements as follows:
  - a. Copolymer polypropylene shall have a burn rate of 1 inch or less per ASTM 635.
  - b. Upholstery materials shall meet requirements as set forth in the State of California Bureau of Home Furnishings Technical Bulletin 117.
  - c. Fire-performance Characteristics of Seat Padding: Provide seating that complies with test method: California Technical Bulletin 117.
  - d. Cushioning and padding shall be self-extinguishing as defined in the requirements as set forth in the State of California Bureau of Home Furnishings Technical Bulleting117.

# 1.04 SUBMITTALS

- A. Section Cross-Reference: Submit required submittals in accordance with "Conditions of the Contract" and Division.
  - 1. General Requirements sections of this "Project Manual".
- B. Project Data: Manufacturer's product data for each system. Include the following:
  - 1. Project list: Ten (10) seating projects of similar size, complexity and in service for at least five (5) years.
  - 2. Deviations: List of deviations from these project specifications.
- C. Shop Drawings: Indicate fixed upholstered chair seating layout. Show all equipment to be furnished with details of accessories to be supplied including necessary electrical service to be provided by others.
- D. Samples: Seat materials and color finish as selected by Architect from manufacturer's standard color finishes.
- E. Manufacturer Qualifications: Certification of insurance coverage and manufacturing experience of manufacturer.
- F. Install Qualifications: Installer qualifications indicating capability, experience, and manufacturer acceptance.
- G. Engineer Qualifications: Certification by a professional engineer registered in the state of manufacturer that the equipment to be supplied meets or exceeds the design criteria of this specification.

- H. Operating/Maintenance Manuals: Provide to Owner, maintenance manual. Demonstrate operating procedures.
- I. Warranty: Manufacturer's standard five-year warranty documents.

#### 1.05 QUALITY ASSURANCE

- A. Welding Standards & Qualification: Comply with AWS D1.1 Structural Welding Code Steel and AWS D1.3 Structural Welding Code – Sheet Steel.
- B. Insurance Qualifications: Mandatory that each bidder submit with his bid an insurance certificate from the manufacturer evidencing the following insurance coverage:
  - 1. Workers Compensation including Employers Liability with the following limits:
    - a. \$500,000.00 Each Accident
    - b. \$500,000.00 Disease Policy Limit
    - c. \$500,000.00 Disease Each Employee
  - 2. Commercial General Liability including premises/operations, independent contractors and products completed operations liability. Limits of liability shall not be less than \$2,000,000.00.
- C. Manufacturer Qualifications: Manufacturer who has ten (10) years of experience manufacturing spectator seating equipment.
- D. Installer Qualifications: Engage experienced Installer who has specialized in installation of audience seating similar to type required for this project and who is acceptable to, or certified by, fixed upholstered chair seating manufacturer.
- E. Engineer Qualifications: Engage professional licensed engineer experienced in providing engineering services of this kind indicated that have resulted in the successful installation of audience seating similar in material, design, fabrication, and extent to those types indicated for this project.

#### 1.06 DELIVERY, STORAGE AND HANDLING

- A. Deliver fixed upholstered chair seating in manufacturer's packaging, clearly labeled with manufacturer name and content.
- B. Handle seating equipment in a manner to prevent damage.
- C. Deliver the seating at a scheduled time for installation that will not interfere with other trades operating in the building.

#### **1.07 PROJECT CONDITIONS**

A. Field Measurements: Coordinate actual dimensions of construction affecting fixed upholstered chair seating installation by accurate field measurements before

fabrication. Show recorded measurements on final shop drawings. Coordinate field measurements and fabrication schedule with construction progress to avoid delay of work.

# 1.08 WARRANTY

- A. Manufacturer's Product Warranty: Submit manufacturer's standard warranty form for fixed upholstered chairs. This warranty is in addition to, and not a limitation of other rights Owner may have under Contract Documents.
  - 1. Warranty Period: Five (5) years from Date of Substantial Completion.
  - 2. Beneficiary: Issue warranty in legal name of project Owner.
  - 3. Warranty Acceptance: Owner is sole authority who will determine acceptance of warranty documents.

# **1.09 MAINTENANCE AND OPERATION**

- A. Instructions: An operation and maintenance manual shall be transmitted to the Owner by the manufacturer of the seating or his representative.
- B. Service: Maintenance and operation of the seating system shall be the responsibility of the Owner or his duly authorized representative, and shall include the following:
  - 1. Only attachments specifically approved by the manufacturer for the specific installation shall be attached to the seating.
  - 2. Periodic annual inspections and required maintenance of each seating system shall be performed according to the Operations Manual to assure safe conditions.

#### PART 2: PRODUCTS

#### 2.01 MANUFACTURERS

- A. Manufacturer: Hussey Seating Company, U.S.A.
  - 1. Address: 38 Dyer St Ext., North Berwick, Maine, 03906
  - 2. Telephone: (207) 676-2271; FAX: (207) 676-9690
  - 3. Email: info@husseyseating.com
  - 4. Product: Hussey Quattro Chair System
    - a. Model: *QuattroR3-A-S2-3-A-S-FOLR-P-RL*
    - b. Black Foam Type: <u>2" [51 mm].</u>
    - c. Seat Type: <u>Standard Upholstery</u>
    - d. Armrest Type: <u>Plastic</u>
    - e. 15 Degree Back Pitch

- f. Standards: *Both* <u>Riser Mount</u> & <u>Floor Mount</u>. <u>Steel</u> Base Price
- g. <u>Cast Aluminum Standards</u> <u>Auditorium Seating Alternate One</u>
- h. End Panels: <u>None in Base</u>
- i. <u>Plastic laminate End Panels</u> <u>Auditorium Seating Alternate Two</u>
- 5. Product Description/Criteria:
  - a. Number of Chairs: 310
  - b. Number of Rows: 18
  - c. Number of Wheelchair Locations: 6
  - d. Number of ADA Easy Access End Standards: 3
  - e. Row Spacing: 2'8"
  - g. Fabric: <u>Standard (2) colors used within room</u>. <u>Architect to select</u> <u>which colors</u>.
- 6. Product Accessories:
  - a. <u>Removable Chairs</u>
  - b. <u>End Panels</u> (as an add alternate)
  - c. <u>Row Letters</u> <u>Ecoglow</u>
  - d. <u>ADA Armless</u>
  - e. <u>ADA Removable</u> Row numbers and seat numbers shall be provided on chairs as part of the base bid.
- 7. Approved Seating Companies:
  - a. Irwin Seating Company Marquee
  - b. KI Aria

# 8. Seating Summary:

(310 total seats) Various sizes of seats shall be used within the seating design. The following tabulation shall be considered a minimum.

21" Seats	175 Units
22" Seats	99 Units
23" Seats	31 Units
24" Seats	5 Units

# 2.03 MATERIALS

- A. Cast Aluminum: ASTM B85 (Add Alternate)
- B. Steel Tubing: ASTM A513 (Base)
- C. Steel Sheet/Coil: ASTM A670
- D. Drilled-in Expansion Anchors: SAE Grade 2

- E. Exposed Hardwood Lumber: Hardwood Species: Grasswood
- F. Concealed Plywood: Hardwood Plywood ANSI/APVA-1 2000, Poplar
- G. Exposed Plywood: Hardwood Plywood ANSI/HPVA-1 2000, Poplar
- H. Medium Density Fiberboard: ANSI A208-2-1986
- I. Plastic Laminate: NEMA LD3.1-1985, GP 48
- J. Polyurethane Foam Padding: ASTM D-3574
- K. Fabric: 100% Marquesa Lana continuous filament Olefin in the following standard selections:
  - 1. Fabric shall have 13 fill picks per inch, 13 warp ends per inch, weighing 16 oz. [454 grams] per linear yard including backing.
  - 2. Fabric shall have 13 fill picks per inch, 13 warp ends per inch, weighing 18 oz. [510 grams] per linear yard including backing.
  - 3. Fabric shall have 16 fill picks per inch, 19 warp ends per inch, weighing 12 oz. [340 grams] per linear yard including backing.
- L. Injection Molded Plastic: Virgin high-density polypropylene or nylon 6/6.

#### 2.04 DESIGN AND CONCEPT

A. Auditorium chairs shall be designed to exhibit a modern appearance that will enhance any auditorium's décor. Seats, backs, and standards shall complement each other without the need for end panels or other adornments. Superior comfort will be derived through careful ergonomic engineering, selection of materials and design of supportive structures.

# 2.05 FABRICATION

- A. Upholstered Gravity Fold/Spring Assist Seats:
  - 1. The seat assembly shall consist of a stylish padded and upholstered top surface, polypropylene bottom shell with dual contours, and a gravity fold lifting mechanism with spring assist. Seat shall have the ability to achieve a full fold position when rearward pressure is applied. Superior comfort shall be derived through careful ergonomic engineering.
  - 2. Upholstery Pad: The upholstered seat topper shall consist of a 5/8" thick molded ply form base with contoured molded polyurethane foam padding and fabric upholstered cover. Seat padding shall be properly contoured to support the body without causing discomfort. The upholstered seat cover shall exhibit a high degree of tailoring and will be affixed to the base with upholstery staples.

- 3. Gravity Fold/Spring Assist Seat Mechanism: Seat lifting mechanism shall combine both a counterweight and dual function coated lifting springs to provide whisper quiet fail-safe operation. The seat structure shall rotate on a 5/8" (15 mm) spanner bar to eliminate binding due to irregular floor conditions. Seat shall be certified to withstand 350,000 lifting cycles and a 600 lb. static load without failure.
- 4. Standard Bottom Cover: Seat shell/bottom shall be constructed of polypropylene plastic to provide a durable yet aesthetic design. The cover shall protect the mechanical parts of the lifting hinge and upholstered cover. The shell/bottom shall compliment the overall design of the chair.
- 5. Waterfall seat cover tailoring.
- B. R3 Round Low (33") Upholstered Backs:
  - Soft Square 33" Upholstered Backs shall be upholstered and padded with a decorative outer panel. The top of the back is radiused for stylish looks and a timeless appearance. The back shall be compound contoured and will conform to the proper posture of a seated individual. Overall back height is 33" above the floor allowing proper shoulder support of the chair occupant. The 29" outer panel extends below the seat pan to protect the occupant form the rear.
  - 2. The inner upholstered panel shall be 5/8" [15 mm] 9 ply thick formed hardwood with multiple ergonomically engineered contours. The wings for attachment of chair back to standard shall be not less than 14 gauge [1.9 mm] and will be attached via concealed fasteners. Wings shall position the chair back at one of three positions: 15, 18, or 21 degrees. There shall be no exposed fasteners above the chair landing bracket. Chair back upholstery shall exhibit a high degree of workmanship and customization.
  - 3. The outer back panel shall be constructed of polypropylene plastic. The panel shall be no less than 29" in length and will protect the rear of the upholstered inner panel as well as the chair occupant.
  - 4. Back Foam Type: 2" [51 mm] cut
  - 5. Back Cover Tailoring: A-Waterfall
  - 6. The inner upholstered panel shall be 5/8" [15 mm] 9 ply thick formed hardwood with multiple ergonomically engineered contours. The wings for attachment of chair back to standard shall be not less than 14 gauge. [1.9 mm] and will be attached via concealed fasteners. Wings shall position the chair back at one of three position: 15, 18, or 21 degrees. There shall be no exposed fasteners above the chair landing bracket. Chair back upholstery shall exhibit a high degree of workmanship and customization.

- 7. The outer back panel shall be constructed of polypropylene plastic. The panel shall be no less than 29" in length and will protect the rear of the upholstered inner panel as well as the chair occupant.
- 8. Outer Back Panel Material: Polypropylene Plastic
- 9. Back Foam Type: 2" [51 mm] cut
- 10. Back Cover Tailoring: A-Waterfall
- C. Steel Standards: Base
  - 1. Standards shall be 1" [25 mm] x 3" [76 mm] x 16 gauge [1.5 mm] seamless oval mechanical tubing. Standards utilizing an open seam (not welded) shall be considered unacceptable.
  - 2. The top of the standard shall provide for vandal resistant attachment of the armrest, without the use of exposed fasteners on the surface of the arm.
  - 3. Floor mounted standards shall have a 14 gauge [1.9 mm] formed steel foot. The formed foot shall be full perimeter welded to the upright tubular member. The floor mount standards shall be manufactured to match floor inclines in order to maintain proper seat height and angle.
  - 4. Riser mounted standards shall have a 7 gauge [4.5 mm] steel plate slotted to allow lateral adjustment during installation, and shall be full perimeter welded to the tubular standards.
  - 5. Standards shall be designed to be fitted with decorative end panels in accordance with seating plan.
- D. Cast Aluminum Standards: (Auditorium Seating Alternate One)
  - 1. Standards shall be die-cast Aluminum AA380 grade. Cast Aluminum Standards shall be an integral aesthetic part of the chair's appearance and do not require the use of end panels.
- E. Seat Hinges:
  - 1. Gravity fold/spring assist seat hinges shall be fully contained within the seat pan and fitted with a pair of independent, permanently lubricated bearings.
  - 2. Each of the independent seat hinges shall be fitted with double acting, self-centering, pre-loaded coiled seat return springs.
  - 3. Seat hinge and spring installation shall be designed not to require periodic adjustment or lubrication.

- F. Finish:
  - 1. Steel Finish: Metal shall be chemically cleaned in an iron phosphate wash system, then applied with an electrostatically sprayed high solids enamel to yield a minimum dry film thickness of 1.5 mils. Enamel shall be baked 15 minutes in a 300-degree oven.
  - 2. Cast Aluminum Finish: Casting shall be pre-treated in an iron phosphate wash system prior to finish application. Finish shall be a specially blended polyester T.G.I.C./Epoxy powder coating with a minimum dry film thickness of 1.5 mils.
  - 3. Injection Molded Polypropylene or Nylon: Shall be pigmented in one of manufacturer's standard colors and have a textured surface.
  - 4. Fabric: Upholstery material shall be 100% Marquesa Lana continuous filament Olefin yarn with one of the manufacturer's standard fabric offerings.
  - 5. Color: Shall be per manufacturer's standards. Seating Contractor shall submit color samples for Owner's approval prior to manufacture.

#### 2.05 FASTENINGS

- A. Chair Assembly:
  - 1. All welds shall be made at the factory by welders that are certified on the equipment and process used.
  - 2. All Structural connections shall be made with S.A.E. stress rated zinc plated or, black oxide steel bolts, washers and nuts.
- B. Concrete Floor Attachment:
  - 1. Chair standards shall each be attached by means of two <sup>1</sup>/<sub>4</sub> "- [6 mm] expansion bolts set in holes drilled to a depth of not less than 1 <sup>3</sup>/<sub>4</sub>" [44 mm] in the concrete.
  - 2. Expansion bolts shall be of approved type lead drive anchor comprised of the following components:
    - a. Bolt  $-\frac{1}{4}$ " [6 mm] x 3" [76 mm] expansion anchor
    - b. Sleeve ¼" [6 mm] I.D. x 1" [25 mm] lead (commercially known as 2% antimony lead) with one end recessed to fit cone. One sleeve per bolt.
    - c. Cone Cast hard metal and steel setting washer; one setting washer per bolt.
    - d. Standard to be placed on the bolts. Standards to be permanently secured with a flat washer, lock wash and nut.
- C. Concrete Riser Attachment.

- D. Chair standards shall each be attached by means of two 3/8" [10 mm] expansion bolts set in holes drilled to a depth of 2 <sup>1</sup>/<sub>4</sub>" [57 mm] minimum to 2 <sup>1</sup>/<sub>4</sub>" [57 mm] maximum in the concrete.
- E. Expansion bolts shall be of approved type, lead drive anchor comprised of the following components:
  - 1. Bolt -3/8" [10 mm] x  $3\frac{1}{2}$ " [89 mm] expansion anchor
  - 2. Sleeve 3/8" [10 mm] I.D. x 1" [25 mm] lead (commercially known as 2% antimony lead) with one end recessed to fit cone. Two sleeves per bolt.
  - 3. Cone Cast hard metal and steel setting washer. One setting washer per bolt.
  - 4. Standard to be placed on the bolts. Standards to be permanently secured with a flat washer, lock washer, and nut.

# 2.06 ACCESSORIES:

- A. Armrest Injection Molded Plastic: Armrests shall be of injection molded, leather textured polypropylene. Armrests shall be tempered hardboard core with polyurethane foam padding and covered with matching upholstery fabric. Armrest to be secured to standard with concealed fasteners.
- B. ADA Easy Access Armrest: Armrest shall hinge on end standards to allow equal access for disabled patrons. Swing-up end arms shall be provided for one percent of fixed seating capacity to meet the Americans with Disabilities Act (ADA). Each accessible chair shall include the universal handicap symbol on the end aisle standard for clear identification.
- C. End Panels Plastic Laminate: End panels to be ½" [13 mm] MDF, finished with laminated plastic. End panels to be furnished per Plan of Seating.
- D. Row Letters: Black text on an 18.5 mm x 56.5 mm Ecoglow Plate. Plate fitted in a vandal resistant recess located in rear of armrest and secured with adhesive.
- E. Removable Chairs: Provide chairs to be floor mounted and ganged in groups of one, two, or three chair units for easy removal. Chair standards shall be mounted to a painted steel skid base. Skid base with chairs shall be easily removed from the concrete floor by means of flush mounted internally threaded expansion anchors positioned under each leg of the skid. When removed, the anchor holes are filled by flat head bolts to provide a flat surface and prevent dirt and debris from entering.

#### PART 3: EXECUTION

#### 3.01 EXAMINATION

A. Verification of Conditions: Verify area to receive fixed upholstered chair seating are free of impediments interfering with installation and condition of installation substrates are acceptable to receive audience seats in accordance with seating manufacturer's recommendations. Do not commence installation until conditions are satisfactory.

#### 3.02 INSTALLATION

- A. Manufacturer's Recommendations: Comply with seating manufacturer's recommendations for product installation requirements.
- B. General: Install fixed upholstered chair system in accordance with manufacturer's installation instructions and final shop drawings. Provide accessories, anchors, fasteners, inserts and other items for installation of seating and for permanent attachment to adjoining construction.

#### 3.03 ADJUSTMENT AND CLEANING

- A. Adjustment: After installation completion, all equipment is to be adjusted for smooth proper operation.
- B. Cleaning: Clean work area and remove debris from site.

### 3.04 **PROTECTION**

A. General: Provide final protection and maintain conditions, in a manner acceptable to manufacturer and installer to ensure audience seats are without damage or deterioration at time of substantial completion.

End of Section 12610